

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

September 18, 2001

In Re: Complaint of Access Integrated
Network, Inc. Against BellSouth
Telecommunications, Inc.)

Docket No. 81-00808

COMPLAINT OF ACCESS INTEGRATED NETWORKS, INC.

This complaint is filed by Access Integrated Networks, Inc. ("AIN") against BellSouth Telecommunications, Inc. ("BellSouth") pursuant to Rule 1220-4-8-.09(b).¹

1. Access Integrated Networks, Inc. ("AIN") is a competitive local exchange carrier certified by the Tennessee Regulatory Authority ("TRA") to offer intrastate telecommunications services in Tennessee.

2. BellSouth Telecommunications, Inc. ("BellSouth") is an incumbent, local exchange telephone company offering telecommunications services in Tennessee. BellSouth is subject to price cap regulation. See footnote 3, *infra*.

3. Berry Direct is a division of L.M. Berry & Company, a wholly owned subsidiary of BellSouth, and is engaged in marketing telecommunications services in Tennessee on behalf of BellSouth.

¹ The rule states:

Upon the complaint of any interested party that any telecommunications service provider has violated any of the anti-competitive or discriminatory rate prohibitions found in applicable rules or statutes, the Commission shall investigate the complaint and may convene a contested case proceeding if such complaint is found to have merit. However, the complaining party must allege with specificity the action by the telecommunications service provider that appears to be in violation of said prohibitions or the complaint is subject to dismissal by the Commission.

4. On or about August 27, 2001, a representative of Berry Direct, acting on behalf of BellSouth, offered to provide telephone service to a Tennessee customer pursuant to the "BellSouth Key Business Discount Program" (the "Program"). The representative offered the customer the "1st, 6th, and 12th months" of telephone service at "no charge" at each of the customer's three locations if the customer would accept service under the program. Attached to this complaint are copies of the documents containing that offer.²

5. Based on a review of BellSouth's tariffs and promotional offers on file at the TRA, there is no BellSouth tariff or promotional offering which allows BellSouth to offer three months of free service as part of the Key Business Discount Program.

6. Based upon these allegations and the attached, corroborating documents, BellSouth appears to have violated T.C.A. § 65-4-122, which prohibits discriminatory pricing, and TRA Rule 1220-4-8-.09(2)(c)(3).³ This marketing practice also indicates that BellSouth may be engaged in a pattern of illegal and anti-competitive conduct.

² The name of the customer has been deleted from the documents to protect the customer's privacy. The documents contain sufficient information, however, for BellSouth to identify the account in order to respond to this complaint.

³ The rule states :

(c) All incumbent local exchange telephone companies subject to price cap regulation shall be required to . . .

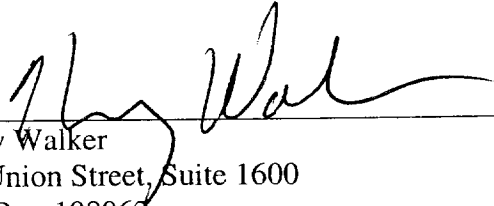
3. Adhere to all other anti-competitive provisions found in this Rule Chapter pertaining to the provision of nondiscriminatory interconnection with other providers under reasonable terms and conditions, the compliance with price floor and cost imputation restrictions on the pricing of competitive services, and compliance with applicable tariff and special contract provisions.

7. AIN, therefore, asks that the Authority issue a show cause order, pursuant to T.C.A. 65-2-106, requiring BellSouth to appear and show cause why the Authority should not sanction BellSouth for violation of T.C.A. 65-4-122 and the TRA's rules and take such other action as the Authority finds necessary and appropriate.

Respectfully submitted,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

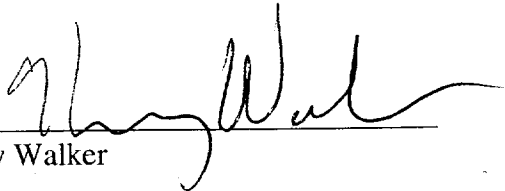
By: _____


Henry Walker
414 Union Street, Suite 1600
P.O. Box 198062
Nashville, Tennessee 37219
(615) 252-2363

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been forwarded via fax or hand delivery and U.S. mail to the following on this the 18th day of September, 2001.

Guy Hicks, Esq.
BellSouth Telecommunications, Inc.
333 Commerce St., Suite 2101
Nashville, TN 37201-3300


Henry Walker

08/30/01 11:13 FAX

Fax

Aug 27 '01 16:22

P.01

0002

BERRYDirect**a BellSouth Company***your sell tech connection*

L.M. Berry & Company
3220 S. Wisconsin Ste A
Joplin, MO. 64804
(417) 206-5400

FAX COVER SHEET

TO: CAROL FROM: Peggy Maxwell

Fax: 866-523-3297 Fax: (417) 206-6911
ext. -5452

Phone: 866-523-3387 Phone: (877) 304-6163

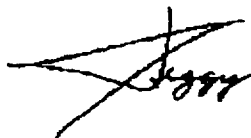
Re: BELL SOUTH Date: 8/27/01

Total numbers of pages, including cover sheet: 4

CAROL THIS IS EVERYTHING BUT YOUR COMPUTER LINE I CANT CHANGE UNTIL THE LINES ARE OVER TO BELL SOUTH THEN WE CAN CHANGE THAT OR LEAVE AS IS... PEGGY

This will also give you 3 mo's 1st - 6th - 12th months no charge - on each business.

Fax right back!



08/30/01 11:14 FAX

Fax.

Aug 27 '01 15:43

P.05

0003



BellSouth Key Business Discount Program Subscriber Election Agreement - Tennessee

The undersigned Subscriber declines to participate in the BellSouth Key Business Discount Program (the "Program"), and agrees to the following:

1. Subscriber is a new or existing BellSouth Telecommunications, Inc. ("BellSouth") business services subscriber and has a monthly total billed BellSouth revenue¹ at each such location between \$100 and \$3,000. Subscriber agrees to keep local services with BellSouth under its General Subscriber Service Term (G.S.S.T.) or Private Line Service Term, for a minimum of eighteen (18) or thirty-six (36) months from the enrollment date in the Program. The enrollment date shall be determined by the first billing cycle date in which Subscriber receives the discount on its BellSouth regulated charges as set forth in paragraph 2, below.

2. Subscriber agrees to the following term and base discount (Check One):

Monthly BellSouth Total Billed Revenue ¹	☐ Eighteen (18) Month Term	☐ Thirty-six (36) Month Term
\$1,000 - \$3,000.00	14%	18%
\$100 - \$999.99	10%	13%
\$100 - \$149.99	6%	10%
Hunting Bonus Discount	50%	75%

¹ The total billed BellSouth revenue is based upon the applicable BellSouth tariffs and consists of end-user monthly total billed BellSouth revenue of qualifying locations in Tennessee excluding: unregulated charges, taxes, late payment charges, charges billed pursuant to federal or state access service tariffs, charges collected on behalf of municipalities (including, but not limited to services for 911 service and dual party relay services), and charges for services provided by other companies.

3. The Hunting Bonus Discount will apply to the Subscriber's recurring charge for the Hunting service commensurate with the term of the Election Subscriber chooses. (Hunting is also defined as Grouping Service).

4. Subscriber may renew this Election agreement for another term, under the same terms and conditions, by providing BellSouth with written notice of its intent to do so within 30 days prior to the expiration of the initial term of this Election agreement.

5. For each month during which this Election is in effect, Subscriber will receive the discount associated with Subscriber's monthly total billed BellSouth revenue¹ as defined G.S.S.T. A19.90.6 and/or B7.11.4 for that particular month. If such revenue falls below the minimum revenue per month, discounts will not be applied for such locations. The applied discounts will appear as a credit in the Other Charges and Credits (OC&C) section of the Subscriber's bill. All business local service will continue after the Election term has expired, after which Subscriber agrees to pay full tariffed charges.

6. Estimated total savings for the life of this Election is \$_____. (Based upon the information of approximate savings available at the start of this Election period; customer will receive savings actually incurred).

7. Should Subscriber terminate this Election without cause, Subscriber shall pay BellSouth a termination liability equal to the lesser of: (1) the total of discounts received during the previous twelve (12) months of service and the repayment of the prorated amount of any waived or discounted nonrecurring charges; or (2) six percent (6%) of the total Election amount. Should the Customer elect to terminate this Election agreement prior to the expiration date without cause, the actual termination charge will be calculated based on information available at the time of termination. The Customer may also request a calculation of the estimated termination charge at any point during the term. In addition to the reimbursement of the discounts, the same termination provisions at least form 800 will apply to individual services, if applicable. Based upon the information available at the start of this contract period, estimated minimum total termination charges are: \$_____.

8. In the event Subscriber changes service locations for business local service, Subscriber shall notify its BellSouth Small Business Office to advise of the change in service location.

9. In the event Subscriber is switched without authorization by another carrier for business local service, Subscriber must call its BellSouth Small Business Office to continue the Program once the improperly switched account has been returned to BellSouth.

10. This Election is subject to and controlled by the provisions of BellSouth's tariffed rates and promotions, including any changes therein as may be made from time to time.

SUBSCRIBER

(Business Name)

By: X (Signature)

Print Name

Title

Date

Version 0807b

(Business Address)

Knoxville, TN 37912

City/State

(Business Telephone Number)

(Additional Business Telephone Number(s))

Email Address (optional)

Seller Name: Gregory D. Smith

CID: _____

Telephone # For Questions: 877-304-6163Alt 5452

08/30/01 11:14 FAX

Fax:

Aug 27 '01 15:45

P.09

0004



BellSouth Key Business Discount Program Subscriber Election Agreement, Tennessee

The undersigned Subscriber desires to participate in the BellSouth Key Business Discount Program (the "Program"), and agree to the following:

1. Subscriber is a new or existing BellSouth Telecommunications, Inc. ("BellSouth") business services subscriber and has a monthly total billed BellSouth revenue* at each such location between \$100 and \$3,000. Subscriber agrees to keep local service with BellSouth under its General Subscriber Service Term (B.S.S.T.) (i) Private Line Service Term, for a minimum of eighteen (18) or thirty-six (36) months from the enrollment date in the Program. The enrollment date shall be determined by the first billing cycle date in which Subscriber receives the discount off its BellSouth regulated charges as set forth in paragraph 2, below.

2. Subscriber agrees to the following term and base discount (Check One):

Monthly BellSouth Total Billed Revenue*	☐ Eighteen (18) Month Term	☐ Thirty-six (36) Month Term
\$100 - \$3,000	14%	18%
\$150 - \$999.99	10%	14%
\$100 - \$149.99	6%	7%
Monthly Bonus Discount	50%	

* This total billed BellSouth revenue is based upon the applicable BellSouth tariffs and consists of end-user monthly total billed BellSouth revenue at qualifying locations in Tennessee including: unregulated charges, taxes, late payment charges, charges billed pursuant to federal or state access service tariffs, charges collected on behalf of municipalities (including, but not limited to services for 911 service and dual party relay services), and charges for services provided by other companies.

3. The Monthly Bonus Discount will apply to the Subscriber's recurring charge for the (landline service commensurate with the term of the Election Subscriber chooses - (landline is also defined as Grouping Service).

4. Subscriber may renew this Election agreement for another term, under the same terms and conditions, by providing BellSouth with written notice of its intent to do so within 30 days prior to the expiration of the initial term of this Election agreement.

5. For each month during which this Election is in effect, Subscriber will receive the discount associated with Subscriber's monthly total billed BellSouth revenue* (as defined B.S.S.T. A12.90.5 and/or B7.11.4) for that particular month. If such revenue falls below the minimum revenue per month, discounts will not be applied for such locations. The applied discounts will appear as a credit in the Other Charges and Credits (OC&C) section of the Subscriber's bill. All business local service will continue after the Election term has expired, after which Subscriber agrees to pay full billed charges.

6. Estimated total savings for the life of this Election is \$_____. (Based upon the information of approximate savings available at the start of the Election period; customer will receive savings actually incurred).

7. Should subscriber terminate this Election without cause, Subscriber shall pay BellSouth a termination liability equal to the lesser of: (1) the total of discounts received during the previous twelve (12) months of service and the repayment of the prorated amount of any waived or discounted nonrecurring charges; or (2) six percent (6%) of the total Election amount. Should the Customer elect to terminate this Election agreement prior to the expiration date without cause, the actual termination charge will be calculated based on information available at the time of termination. The Customer may also request a calculation of the estimated termination charge at any point during the term. In addition to the reimbursement of the discounts, the same termination provisions set forth above will apply to individual services, if applicable. Based upon the information available at the start of the contract period, estimated maximum total termination charges are: \$_____.

8. In the event Subscriber changes service locations for business local service, Subscriber shall notify its BellSouth Small Business Office to advise of the change in service location.

9. In the event Subscriber is switched without authorization by another carrier for business local service, Subscriber must call its BellSouth Small Business Office to confirm the Program once the improperly switched account has been returned to BellSouth.

10. This Election is subject to and controlled by the provisions of BellSouth's lawfully filed tariffs and promotions, including any changes therein as may be made from time to time.

SUBSCRIBER

By: _____

(Signature)

Print Name _____

Title _____

Date _____

Version 080701

(Business Address) _____

City/State _____

(Business Telephone Number) _____

(Additional Business Telephone Number(s)) _____

Email Address (optional) _____

Seller Name: RaymondTelephone for Questions: 877-304-6163ext 5452

CUID _____

08/30/01 11:15 FAX

Fax:

Aug 27 '01 15:41

P.02

005



BellSouth Key Business Discount Program Subscriber Election Agreement- Tennessee

The undersigned Subscriber desires to participate in the BellSouth Key Business Discount Program (the "Program"), and agrees to the following:

1. Subscriber is a new or existing BellSouth Telecommunications, Inc. ("BellSouth") business services subscriber and has a monthly total billed BellSouth revenue* at each such location between \$100 and \$3,000. Subscriber agrees to keep local services with BellSouth under its General Subscriber Services Tariff (G.S.S.T.) (1) Private Line Services Tariff, for a minimum of eighteen (18) or thirty-six (36) months from the enrollment date in the Program. The enrollment date shall be determined by the first billing cycle date in which Subscriber receives the discount off its BellSouth regulated charges as set forth in paragraph 2. below

2. Subscriber agrees to the following term and base discount (Check One):

Monthly BellSouth Total Billed Revenue*	☐ Eighteen (18) Month Term	☐ Thirty-six (36) Month Term
\$1,000 - \$3,000.00	14%	18%
\$750 - \$999.99	10%	15%
\$500 - \$749.99	8%	10%
Under \$500	6%	8%

*Monthly Revenue

The total billed BellSouth revenue is based upon the applicable BellSouth tariff and consists of end-user monthly total billed BellSouth revenue of qualifying locations in Tennessee excluding unregulated charges, taxes, late payment charges, charges billed pursuant to federal or state access service tariffs, charges collected on behalf of municipalities (including, but not limited to services for 911 service and dual party relay services), and charges for services provided by other companies.

3. The Hunting Month Discount will apply to the Subscriber's recurring charge for the Hunting service commensurate with the term of the Election Subscriber chooses. (Hunting is also defined as Grouping Service).

4. Subscriber may renew this Election agreement for another term, under the same terms and conditions, by providing BellSouth with written notice of its intent to do so within 30 days prior to the expiration of the initial term of this Election agreement.

5. For each month during which this Election is in effect, Subscriber will receive the discount associated with Subscriber's monthly total billed BellSouth revenue* (as defined G.S.S.T. A19.90.5 and/or B7.11.4) for that particular month. If such revenue falls below the minimum revenue per month, discounts will not be applied for such locations. The applied discounts will appear as a credit in the Other Charges and Credits (OC&C) section of the subscriber's bill. All business local service will continue after the Election term has expired, after which Subscriber agrees to pay full tariffed charges.

6. Estimated total savings for the life of this Election is \$_____. (Based upon the information of approximate savings available at the start of the Election period; customer will receive savings actually incurred).

7. Should subscriber terminate this Election without cause, Subscriber shall pay BellSouth a termination liability equal to the lesser of: (1) the total of discounts received during the previous twelve (12) months of service and the repayment of the prorated amount of any waived or discounted nonrecurring charges; or (2) six percent (6%) of the total Election amount. Should the Customer elect to terminate this Election agreement prior to the expiration date without cause, the actual termination charge will be calculated based on information available at the time of termination. The Customer may also request a calculation of its estimate: termination charge at any point during the term. In addition to the reimbursement of the discounts, the same termination provisions as set forth above will apply to individual services, if applicable. Based upon the information available at the start of this contract period, estimated maximum total termination charges are: \$_____.

8. In the event Subscriber changes service locations for business local service, Subscriber shall notify its BellSouth Small Business Office to advise of the change in service location.

9. In the event Subscriber is switched without authorization by another carrier for business local service, Subscriber must call its BellSouth Small Business Office to continue the Program once the improperly switched account has been returned to BellSouth.

10. This Election is subject to and controlled by the provisions of BellSouth's tariffed and promotions, including any changes therein as may be made from time to time.

SUBSCRIBER: _____ (Business Name)

By: _____ (Signature)

Print Name: _____

Title: _____

Date: _____

Version 080701

(Business Address) _____
 1702-1's Tower Tr 37815
 OK/COOK

(Business Telephone Number) _____

(Additional Business Telephone Number(s)) _____

Email Address (optional) _____

Seller Name: Ray, Jennifer

CUID: _____

Telephone # for Questions: 877-304-6163

ext 5452

08/30/01 11:15 FAX

Fax

Aug 27 1961 15:44 P.07

21006

Handwritten: 72 37022

BERRYDirect

a HollSouth Company

year sell back connection

DATE: 8/17/01

L.M. Berry & Company
3220 S. Wisconsin St. A
Joplin, MO. 64801
1417 208-6400

touch tone left of

Here is my recommended service solution.
The following prices do not include taxes and FCC charges.

The following prices do not include taxes.			
FLAT LINES	5	\$39.05	\$195.25
HUNTING & ROLLOVER	4	\$29.29	\$117.16
CALLER ID DELUXE	1	\$11.00	\$11.00
<i>franchise</i>	<i>5</i>	<i>3.00</i>	
TOTAL			
\$177.16 HUNTING LESS 75%	TOTAL		\$29.29
\$206.26 SERVICES LESS 14%	TOTAL		\$177.38
			\$0.00
Monthly recurring charge NOT including FCC charges and taxes.			\$206.67

The above prices were current at the time of sale. They only reflect information provided by partial bill. We do not have access to you complete BallSouth Billing. Please refer to your last billing statement to note any additional services.

I hope you will take advantage of this offer, as I am sure you can see the benefits.
Please call me if you have any questions.
My number is: 1-877-304-6163 Ext. _____

Sincerely, Peggy Maxwell

Aug 30 01 02:03p

ACCESS Executive

912

P.10

08/30/01 11:16 FAX

Fax:

Aug 27 '01 15:45

P.08

009

Account Number: _____

Account Billing Name: _____

Billing Address: _____ KNOXVILLE TN 37922

Telephone Number(s) covered by this request: _____

This letter is to provide authorization to:

☒ change local exchange carrier to BellSouth

☒ freeze local exchange carrier, freeze to BellSouth

☐ change intra-LATA long distance carrier to BellSouth

☐ freeze intra-LATA long distance carrier to _____

☐ freeze inter-LATA long distance carrier to _____

I understand that I may select only one primary intra-LATA long distance carrier, one primary local exchange carrier, and one primary inter-LATA long distance carrier for any one telephone number. I also understand that the primary inter-LATA long distance carrier may be different from the primary intra-LATA long distance carrier or primary local exchange carrier and that the primary intra-LATA long distance carrier may be different from the Primary local exchange carrier.

I further understand that there may be a charge for each provider change and could involve a charge in changing back to the previous primary carrier.

I have elected to subscribe to the BELL SOUTH
(name of product or service that is being promised or offered in exchange for the switch). This:
service N/A
(including a description of any and all terms, conditions or charges that will be incurred).

I am authorized to request changes on this account.

Name (Printed) _____

Signature _____

This signature will result in a change of your provider.

Date: _____

Agent: Peggy Maxwell

Peggy Maxwell-18/27/013:05 PM

30-Aug-01 01:38

Aug 30 01 02:04p
08/30/01 11:17 FAX

ACCESS Executive

912

P.11

Fax:

Aug 27 '01 15:42

P.03

@010

Account Number: _____
Account Billing Name: _____
Billing Address: _____ MORRISTOWN TN 37819

Telephone Number(s) covered by this request:

This letter is to provide authorization to:

- ☒ change local exchange carrier to BellSouth
- ☒ freeze local exchange carrier, freeze to BellSouth
- ☐ change intra-LATA long distance carrier to BellSouth
- ☐ freeze intra-LATA long distance carrier to _____
- ☐ freeze inter-LATA long distance carrier to _____

I understand that I may select only one primary intra-LATA long distance carrier, one primary local exchange carrier, and one primary inter-LATA long distance carrier for any one telephone number. I also understand that the primary inter-LATA long distance carrier may be different from the primary intra-LATA long distance carrier or primary local exchange carrier and that the primary intra-LATA long distance carrier may be different from the Primary local exchange carrier.

I further understand that there may be a charge for each provider change and could involve a charge in changing back to the previous primary carrier.

I have elected to subscribe to the BELL SOUTH
(name of product or service that is being promised or offered in exchange for the switch). This
service N/A
(including a description of any and all terms, conditions or charges that will be incurred)

I am authorized to request changes on this account.

Name (Printed)

Signature

This signature will result in a change of your provider.

Date: _____

Agent: Peggy Maxwell

Peggy Maxwell-16/27/01 01:38

P.06 0011

Telephone Number(s) covered by this request:

- ☒ change local exchange carrier to BellSouth
- ☒ freeze local exchange carrier, freeze to BellSouth
- ☐ change intra-LATA long distance carrier to BellSouth
- ☐ freeze intra-LATA long distance carrier to _____
- ☐ freeze inter-LATA long distance carrier to _____

I understand that I may select only one primary intra-LATA long distance carrier, one primary local exchange carrier, and one primary inter-LATA long distance carrier for any one telephone number. I also understand that the primary inter-LATA long distance carrier may be different from the primary intra-LATA long distance carrier or primary local exchange carrier and that the primary intra-LATA long distance carrier may be different from the Primary local exchange carrier.

I further understand that there may be a charge for each provider change and could involve a charge in changing back to the previous primary carrier.

I have elected to subscribe to the BELL SOUTH
(name of product or service that is being promised or offered in exchange
for the switch). This
service N/A
(including a description of any and all terms, conditions or charges that will
be incurred)

I am authorized to request changes on this account.

Name (Printed) _____

Signature

This signature will result in a change of your provider.

Date: _____

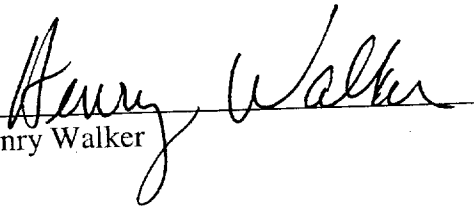
Agent: Peggy Maxwell

Peggy Maxwell-1 5/27/01 9:03 PM

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been forwarded via fax or hand delivery and U.S. mail to the following on this the 18th day of September, 2001.

Guy Hicks, Esq.
BellSouth Telecommunications, Inc.
333 Commerce St., Suite 2101
Nashville, TN 37201-3300


Henry Walker