

1 BELLSOUTH TELECOMMUNICATIONS, INC.
2 SUPPLEMENTAL TESTIMONY OF PAM TIPTON
3 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
4 DOCKET NO. 050419-TP
5 MARCH 24, 2006
6

7 Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH
8 TELECOMMUNICATIONS, INC. ("BELLSOUTH"), AND YOUR
9 BUSINESS ADDRESS.

10

11 A. My name is Pam Tipton. I am employed by BellSouth
12 Telecommunications, Inc., as a Director, Regulatory and External
13 Affairs, responsible for regulatory policy implementation in BellSouth's
14 nine-state region. My business address is 675 West Peachtree Street,
15 Atlanta, Georgia 30375.

16

17 Q. HAVE YOU PREVIOUSLY FILED TESTIMONY IN THIS
18 PROCEEDING?

19

20 A. Yes. I filed direct testimony on October 14, 2005 and rebuttal testimony
21 on December 1, 2005.

22

23 Q. WHAT IS THE PURPOSE OF YOUR SUPPLEMENTAL TESTIMONY?

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25 A. The purpose of my supplemental testimony is to identify the remaining

1 unresolved issues between the parties and restate BellSouth's position
2 for the remaining issues in dispute. For ease of convenience, this
3 supplemental testimony includes my rebuttal testimony previously filed
4 with the Florida Public Service Commission ("Commission" or "FPSC")
5 modified in certain respects to take into account new positions of the
6 parties resulting from ongoing negotiations or the merger between
7 MCImetro Access Transmission Services, LLC ("MCI") and Verizon.

8

9 Q. PLEASE IDENTIFY BELLSOUTH'S WITNESSES AND THE
10 UNRESOLVED ISSUES THEY ADDRESS IN THEIR SUPPLEMENTAL
11 TESTIMONY.

12

13 A. The chart below identifies the BellSouth witnesses and the unresolved
14 issues they address in whole or in part in their supplemental testimony:

15

Witness	Issue Nos.
Pam Tipton	Issues 12, 26, 32, 33, and 34
Shelley Decker	Issues 21 and 22

16

17 Q. DO YOU HAVE ANY PRELIMINARY COMMENTS?

18

19 A. Yes. First, although Issue 17 does not appear in the table above, it has
20 been incorporated into Issue 22 by joint agreement. Second, I am
21 adopting the pre-filed testimony of BellSouth witness Eddie Owens
22 regarding BellSouth's position on Issue 32. Finally, there are

1 unresolved issues in this arbitration that have underlying legal
2 arguments. Because I am not an attorney, I am not offering a legal
3 opinion on these issues. I respond to these issues purely from a policy
4 perspective. BellSouth will address all legal arguments in its post-
5 hearing brief.

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ISSUE 12

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REVISED ISSUE STATEMENT AND UPDATED BELLSOUTH POSITION

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11 ***Issue 12: Should MCI Be Required To Indemnify BellSouth For***
12 ***BellSouth's Negligence for Claims by Third Parties who are not MCI***
13 ***Customers in Conjunction With BellSouth's Provision Of PBX Locate***
14 ***Service to MCI?***

15

16 Q. WHAT IS BELLSOUTH'S POSITION ON ISSUE 12?

17

18 A. MCI should be required to indemnify BellSouth for claims by third
19 parties who are not MCI customers in conjunction with BellSouth's
20 provision of its PBX Locate Service to MCI. BellSouth is only asking
21 that MCI be subject to the same terms and conditions that BellSouth's
22 retail end users are subject to when purchasing the retail equivalent
23 service.

24

25 Q. CAN YOU DESCRIBE THE PBX LOCATE SERVICE AS IT RELATES
26 TO THE ISSUE?

27

1 A. Yes. This issue involves the situation where MCI provides a PBX or
2 PBX-like service to its end user and there is a call for emergency
3 services at some point behind the MCI PBX. A good example would be
4 the situation where there is an office campus, consisting of several
5 buildings, all served by the same PBX. If someone on that campus
6 dials "911," BellSouth offers a service that identifies the exact physical
7 location of the call in the multi-building environment served by the PBX.
8 BellSouth provides this service to its own retail end user customers
9 through its PinPoint offering and voluntarily offers the same service to
10 its wholesale customers, like MCI, via its PBX Locate Service. Both
11 products allow emergency personnel to locate the specific PBX station
12 (e.g. in a campus/hotel/hospital environment) from which a 911 call was
13 originated.

14

15 Q. PLEASE DESCRIBE THE DISPUTE BETWEEN THE PARTIES?

16

17 A. The issue for the Commission's consideration is not whether or how
18 BellSouth should provide its PBX Locate service; instead, it is a liability
19 issue. That is, the issue is whether MCI should be subject to the same
20 indemnification terms and conditions that BellSouth's PinPoint retail
21 customers are subject to when MCI purchases BellSouth's PBX Locate
22 service.

23

24

25

1 Q. DOES BELLSOUTH HAVE A SECTION 251 OBLIGATION TO
2 PROVIDE PBX LOCATE SERVICE?

3

4 A. No. BellSouth does not have a Section 251 obligation to provide PBX
5 Locate Service. BellSouth voluntarily makes available to MCI its PBX
6 Locate Service, which is identical to BellSouth's retail product, PinPoint.
7 Because this is a retail offering that BellSouth provides to its wholesale
8 customers through PBX Locate Service, MCI may purchase the product
9 but only at the same terms and conditions that apply to BellSouth's
10 retail customers, which includes similar indemnification language
11 proposed by BellSouth.

12

13 Q. WHAT IS THE BASIS FOR BELLSOUTH'S POSITION?

14

15 A. BellSouth is already fulfilling its on-going Section 271 obligation to
16 provide CLECs with access to its 911 database. MCI has no legal right
17 to receive, as part of BellSouth's obligation to provide 911 services on
18 an unbundled basis, the specific PBX Locate Service. It is something
19 that BellSouth offers on a voluntary basis. As such, MCI should obtain
20 the service pursuant to the same terms and conditions that apply to
21 BellSouth's retail customers for PinPoint pursuant to its tariff, including
22 the retail customers' indemnification obligations. In other words,
23 BellSouth should not be compelled, as MCI is attempting to do, to put
24 MCI in a better position than BellSouth's end users.

25

1 Q. DOES FLORIDA HAVE A GENERAL LIMITATION OF LIABILITY
2 STATUTE THAT APPLIES TO THE PROVISION OF 911 SERVICES?

3

4 A. Yes. Florida law exempts telephone companies from any civil damage
5 claims in connection with developing or operating a 911 system.

6

7 INDEMNIFICATION AND LIMITATION OF LIABILITY—All
8 local governments are authorized to undertake to indemnify
9 the telephone company against liability in accordance with
10 the telephone company's lawfully filed tariffs. Regardless of
11 any indemnification agreement, a telephone company or
12 commercial mobile radio service provider as defined in s.
13 364.02 shall not be liable for damages resulting from or in
14 connection with "911" service or identification of the
15 telephone number, address, or name associated with any
16 person accessing "911" service, unless the telephone
17 company or commercial radio service provider acted with
18 malicious purpose or in a manner exhibiting wanton and
19 willful disregard of human rights, safety, or property in
20 providing such services.

21 See *Florida Statutes* at 365.171(7)(c)(14).

22

23 Thus, Florida law recognizes that the company providing the underlying
24 911 services needs to be protected from civil liability associated with
25 providing that service, even where that company is negligent.
26 Accordingly, while BellSouth makes every effort to provide all of its 911
27 services with the highest level of accuracy and reliability, Florida law
28 recognizes that BellSouth, as a service supplier, should be protected in
29 the event of an unintended mistake. Consequently, the concept that
30 MCI objects to is essentially already mandated by the law.

31

1 Q. CAN YOU ADDRESS MCI'S OBJECTION TO BELLSOUTH'S
2 PROPOSED LANGUAGE?

3

4 A. It appears that MCI's objection to BellSouth's language and position is
5 that MCI should not be required to indemnify BellSouth for its own
6 negligence for claims brought by third parties. However, BellSouth's
7 retail PinPoint customers are subject to an almost identical obligation.
8 See BellSouth GSST at § A24.2.2(K). This indemnification obligation
9 and the requested obligation here both simply recognize that, under
10 Florida law, 911 service providers should be protected from liability.

11

12 Q. DOES MCI HAVE GENERAL LIMITATION OF LIABILITY LANGUAGE
13 IN ITS FLORIDA TARIFFS THAT APPLIES TO ITS OWN
14 CUSTOMERS FOR THE PROVISION OF 911 SERVICES?

15

16 A. Yes. In its Florida Local Exchange Service tariff. MCI includes a
17 limitation of liability statement with respect to Emergency Number 911
18 Service:

19

20 This service is offered solely as an aid in handling
21 assistance calls in connection with fire, police and
22 other emergencies. The Company is not responsible
23 for any losses, claims, demands, suits or any liability
24 whatsoever, whether suffered, made, instituted or
25 asserted by the Customer or by any other party or
26 person for any personal injury to or death of any
27 person or persons and for any loss, damage or
28 destruction of any property, whether owned by the
29 Customer or others, caused or claimed to have been
30 caused by: (1) mistakes, omissions, interruptions,

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delays, or errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

MCI Florida Tariff at Section 2.1.4.14(a)

ISSUE 26

ISSUE STATEMENT AND UPDATED BELLSOUTH POSITION

Issue 26: Is Bellsouth Obligated To Act As A Transit Carrier? If So, What Is The Appropriate Transit Rate?

Q. WHAT IS BELLSOUTH'S POSITION ON ISSUE 26?

A. BellSouth is not required to provide the transit traffic function because such a function is not a Section 251 obligation under the 1996 Act. Therefore, should BellSouth agree to provide the transit traffic function, BellSouth believes it should be at rates, terms, and conditions contained in a separately negotiated agreement. With the TIC, BellSouth provides a value-added service for which it is entitled to be compensated at commercial rates; and, in any event, the CLEC has the ability and, indeed, the right and responsibility pursuant to Section 251(a) of the 1996 Act, to request direct interconnection with other carriers.¹

¹ Section 251(a)(1) imposes a duty on every telecommunications carrier (including without limitation ICOs, ILECs, and CLECs) to "interconnect directly or indirectly with the facilities and equipment of other telecommunications carriers..." This section clearly does not require every telecommunications carrier in the country to provide a transiting function to any other carrier that asks for it.

1 Q. BECAUSE BELLSOUTH HAS NO SECTION 251(C) OBLIGATION TO
2 PROVIDE ITS TRANSIT SERVICE, IS A TOTAL ELEMENT LONG
3 RUN INCREMENTAL COST ("TELRIC") RATE APPROPRIATE?
4

5 A. No. The FCC in the *TRO* made it clear that "section 252(d)(1) is quite
6 specific [in] that it only applies for the purposes of implementation of
7 section 251(c)(3) – meaning only where there has been a finding of
8 impairment with regard to a given network element." *TRO* at ¶ 657.
9 The D.C. Circuit affirmed this TELRIC limitation in *USTA II*, wherein it
10 held: "... we see nothing unreasonable in the Commission's decision to
11 confine TELRIC pricing to instances where it has found impairment."²
12 Thus, because BellSouth has no Section 251(c) obligation to provide its
13 transit service, the Commission has no authority to order that it must be
14 priced at TELRIC.
15

16 Q. ARE CLECs REQUIRED TO USE BELLSOUTH'S TRANSIT
17 SERVICE?
18

19 A. No. CLECs can connect directly with other carriers in order to
20 exchange traffic. They do not need BellSouth to pass such traffic for
21 them. For whatever efficiencies they gain, many CLECs have elected
22 to have BellSouth perform a transit traffic function for them. CLECs that
23 elect to have BellSouth perform this function should negotiate the rates,

² *United States Telecom Association v. FCC*, 359 F.3d 554 (D.C. Cir. 2004) at 589 ("*USTA II*")

1 terms, and conditions of transit traffic in a separate agreement.

2

3 Q. PLEASE EXPLAIN WHY BELLSOUTH IS NOT REQUIRED TO ACT
4 AS A TRANSIT SERVICES PROVIDER FOR CLECS OR ANY OTHER
5 CARRIERS.

6

7 A. The FCC has pronounced that, “[t]o date, the Commission’s rules have
8 not required incumbent LECs to provide transiting.” *TRO* at ¶ 534, n.
9 1640. Similarly, in its *Virginia Opinion and Order*, the Wireline
10 Competition Bureau of the FCC acknowledged that the FCC has never
11 imposed a duty to provide transit services, stating as follows:

12

13 We reject AT&T’s proposal because it would
14 require Verizon to provide transit service at
15 TELRIC rates without limitation. While Verizon as
16 an incumbent LEC is required to provide
17 interconnection at forward-looking cost under the
18 Commission’s rules implementing section
19 251(c)(2), the Commission has not had occasion to
20 determine whether incumbent LECs have a duty to
21 provide transit service under this provision of the
22 statute, nor do we find clear Commission precedent
23 or rules declaring such a duty. In the absence of
24 such a precedent or rule, we decline, on delegated
25 authority, to determine for the first time that Verizon
26 has a section 251(c)(2) duty to provide transit
27 service at TELRIC rates. Furthermore, any duty
28 Verizon may have under 251(a)(1) of the Act to
29 provide transit service would not require that
30 service to be priced at TELRIC.

31

32 *Id.* at ¶ 117 (emphasis added).

33

1 The Wireline Competition Bureau subsequently reaffirmed these
2 principles in denying AT&T's request for reconsideration, wherein it
3 found that (1) it "did not find that Verizon had a legal obligation to
4 provide transit service at TELRIC"; and (2) it "did not agree with AT&T's
5 assertion that the Virginia Commission would have been required to
6 agree with AT&T that Verizon must provide transit service under the
7 Act, nor do we agree that the Bureau was required to so conclude."³

8
9 Even prior to the *Virginia Arbitration Order*, the FCC refused to find that
10 BellSouth had an obligation to provide its transit service at TELRIC.
11 Specifically, in granting BellSouth's Florida 271 application, the FCC
12 stated: "To the extent that NuVox's arguments apply to BellSouth's
13 pricing of transit trunks, we note that the Commission has not had
14 occasion to determine whether incumbent LECs have a duty to provide
15 transit service under section 251(c)(2), and we do not find clear
16 Commission precedent or rules declaring such a duty. We therefore do
17 not find a violation of checklist item 1 in connection with BellSouth's
18 provision of transit trunks."⁴

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⁴ *In the Matter of Joint Application By BellSouth Corporation, BellSouth Telecommunications, Inc., and BellSouth Long Distance, Inc. for Provision of In-Region, Interlata Services in Alabama, Kentucky, Mississippi, North Carolina, And South Carolina*, WC Docket No. 02 – 150, 17 FCC Rcd., 17595 (Sept. 18, 2002).

1 Q. HAVE ANY STATE COMMISSIONS IN BELLSOUTH'S REGION
2 RECENTLY ADDRESSED THIS ISSUE?

3

4 A. Yes. The FPSC addressed this issue in the Florida Joint Petitioner
5 arbitration proceeding and found that "a TELRIC rate is inappropriate
6 because transit service is not a § 251 UNE."⁵

7

8 Separately, other state commissions have agreed with BellSouth. For
9 instance, the Georgia Public Service Commission ("Georgia
10 Commission") determined that BellSouth does not have to provide the
11 transit function at TELRIC and has ordered CLECs to pay a non-
12 TELRIC transit intermediary charge ("TIC") of \$.0025 as an interim
13 rate.⁶ Similarly, an arbitration panel duly appointed by the Mississippi
14 Public Service Commission ruled that, "...there is no support for the
15 proposition that BellSouth must provide this transit function under
16 Section 251. Accordingly, we adopt BellSouth's position and language
17 for this issue."⁷

⁵ See Florida Public Service Commission *Final Order Regarding Petition for Arbitration*, Docket No. 040130-TP, issued October 11, 2005, at p52

⁶ See BellSouth's *Petition for a Declaratory Ruling Regarding Transit Traffic*, Docket No. 16772-U, *Order on Transit Traffic Involving Competitive Local Exchange Carriers and Independent Telephone Companies*, G.P.S.C. (Mar. 24, 2005).

⁷ See Mississippi Public Service Commission Arbitration Panel Recommendation of the Arbitration Panel to the Mississippi Public Service Commission, Case No. 2004-AD-094, issued December 13, 2005 at p29. In its Final Order in the Joint Petitioner arbitration, the NCUC denied BellSouth's position on a similar issue, but reaffirmed its earlier decision that "the tandem transit function may also involve a billing intermediary function, and the rates for providing this service are not required to be TELRIC based." The rate BellSouth seeds to charge via the TIC compensates BellSouth for billing functions associated with acting as an intermediary, as well as for the value-added service it provides by acting as the intermediary.

1 Accordingly, the overwhelming federal precedent in conjunction with
2 several state commission decisions on this issue establishes that there
3 is no authority to support any finding that BellSouth has a Section 251
4 obligation to provide transit service or that it must provide the service at
5 TELRIC. Therefore, the Commission should refuse to arbitrate this
6 issue because it is not encompassed within BellSouth's Section 251
7 obligations under the Act.

8

9 Q. WHAT IS MCI'S POSITION AND HOW DO YOU RESPOND?

10

11 A. MCI's position is that BellSouth is obligated to provide a transit function
12 and should be required to do so at the tandem switching TELRIC rate.
13 While MCI may desire such an outcome, there is no basis for such an
14 outcome as I explained in my direct testimony and as I restate here.

15

16 Q. IS THE TANDEM SWITCHING IDENTICAL TO THE TRANSIT
17 FUNCTION AS DESCRIBED BY MCI IN THE DIRECT TESTIMONY
18 OF MR. RICCA?

19

20 A. No. Tandem switching, as the name implies, involves BellSouth
21 switching a call at the BellSouth tandem that terminates to a BellSouth
22 end user and is not inclusive of the transit function. Thus, if an MCI end
23 user called a BellSouth end user, MCI would pay TELRIC rates to
24 switch the call through the BellSouth tandem and transport the call to
25 BellSouth's end office for termination to the end user. In a transit

1 scenario, BellSouth does not terminate the call to an end user, but
2 rather transports the call to another local provider, who then terminates
3 the call to their end user.

4
5 When a BellSouth end user is not the called party and the call between
6 two different carriers is transited through BellSouth's tandem switch, the
7 originating party must pay BellSouth for transiting the call to the
8 terminating party. Thus, if an MCI end user calls a USLEC end user
9 and BellSouth transits the call because MCI and USLEC are not directly
10 interconnected, MCI would pay BellSouth (1) TELRIC tandem
11 switching; (2) TELRIC common transport (if utilized) to route the call
12 from BellSouth's tandem switch to BellSouth's interconnection point
13 with the terminating carrier; and (3) the transit charge (TIC) to cover
14 BellSouth's costs in providing records to the terminating carrier,
15 handling disputes relating to minutes of use, and for providing the
16 value-added service the carrier is realizing by not having to invest in its
17 own direct interconnection facilities with the terminating carrier.

18

19 Q. IS MCI'S RELIANCE ON THE *FIRST REPORT AND ORDER* TO
20 SUPPORT MCI'S POSITION CORRECT?

21

22 A. No. In his direct testimony, MCI witness Mr. Ricca apparently is
23 attempting to use the *First Report and Order* to suggest that BellSouth
24 has a Section 251(c) obligation to provide its transit function. He is
25 incorrect. Section 251(c)(2)(a) does not require carriers to provide the

1 transit function. This statute requires ILECs to interconnect with “the
2 facilities and equipment of any requesting telecommunications carrier”
3 for the “transmission and routing of telephone exchange service and
4 exchange access”

5

6 Further, the FCC has stated, clearly and without equivocation that
7 Section 251(c)(2) only relates to interconnection and does not implicate
8 transport. *See In the Matter of Implementation of the Local Competition*
9 *Provisions in the Telecommunications Act of 1996 Interconnection*
10 *between Local Exchange Carriers and Commercial Mobile Radio*
11 *Service Providers*, CC Docket No. 96-98, CC Docket No.95-185, *First*
12 *Report and Order*, 11 FCC Rcd 15499 (1996).

13

14 Q. WHEN PERFORMING A TRANSIT FUNCTION, DOES BELLSOUTH
15 INCUR COSTS THAT ARE NOT ADDRESSED BY TELRIC RATES?

16

17 A. Yes. BellSouth incurs costs in; 1) sending records to the terminating
18 carrier that identify the originating carrier, 2) conducting bill verification
19 to ensure that BellSouth is not being billed for a third-party's transit
20 traffic, and 3) the costs that BellSouth has incurred and continues to
21 incur due to disputes arising from the failure on the part of the CLECs to
22 enter into traffic exchange arrangements with terminating carriers.
23 BellSouth does not currently charge the CLECs for these records and
24 does not recover those costs in any other manner.

25

1 Q. IS BELLSOUTH REFUSING TO PROVIDE THE TRANSIT
2 FUNCITON?

3

4 A. No. BellSouth is willing to serve as a transit provider at just and
5 reasonable rates. BellSouth cannot and should not be required to
6 provide transit service at TELRIC, for the reasons I discussed in my
7 direct and rebuttal Testimony and restate here.

8

9

ISSUE 32

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11

ISSUE STATEMENT AND UPDATED BELLSOUTH POSITION

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Issue No. 32: What charges, if any, should be imposed for records changes made by the Parties to reflect changes in corporate names or other LEC identifiers such as OCN, CC, CIC and ACNA?

16

17

Q. WHAT IS BELLSOUTH'S POSITION ON ISSUE 32?

18

19

A. First, this issue is not appropriate for arbitration in this proceeding because it involves a request by MCI that is not encompassed within BellSouth's obligations pursuant to § 251 of the Telecommunications Act of 1996 ("Act"). This is because a request to change records as a result of a merger or acquisition is initiated pursuant to a MCI business decision that is unrelated to any of BellSouth's obligations under the Act. That being said, BellSouth is not opposed to providing this service through the mergers and acquisition process, which was discussed extensively in the direct testimony of BellSouth witness Eddie Owens,

27

1 which I adopt here; however, BellSouth must be able to recover its
2 costs via a reasonable records change charge. BellSouth's Mergers
3 and Acquisitions Team will provide the rates to a CLEC upon request
4 that is involved in, or preparing for, a merger or acquisition based on
5 the products and services involved.

6
7 BellSouth's Mergers and Acquisition process is available on its
8 interconnection website
9 (http://www.interconnection.bellsouth.com/ma_process/). I have
10 attached the document to my supplemental testimony as Exhibit PAT-
11 10.

12

13 Q. HOW DOES BELLSOUTH'S PROCESS WORK?

14

15 A. Changes to "LEC Identifiers" by a CLEC that receives services from
16 BellSouth, requires work by BellSouth, at a minimum, in BellSouth's
17 record databases. While there may be no physical change in the
18 associated service, BellSouth still has work steps in making records
19 changes to collocation arrangements and the circuits connected to the
20 collocation arrangements as well as the information in BellSouth's
21 Trunks Integrated Record Keeping System ("TIRKS"), Loop Facilities
22 Administration and Control System ("LFACS"), Switch, Loop
23 Maintenance Operations System ("LMOS"), billing, and other
24 databases.

25

1 Q. MCI CLAIMS THAT THE COSTS BELLSOUTH INCURS TO CHANGE
2 BILLING IDENTIFIERS IS CAPTURED IN THE COMMON COST THAT
3 WAS APPLIED TO ALL RECURRING AND NONRECURRING UNE
4 RATES. IS THAT YOUR UNDERSTANDING OF HOW BELLSOUTH'S
5 COSTS WERE DEVELOPED?

6

7 A. No. Records changes of the typed address in this issue are always
8 driven by service orders. Although I am not a cost expert, it is my
9 understanding that service-order driven costs, which are one-time
10 costs, are not included in the shared and common cost factors;
11 BellSouth estimates service-order driven costs and removes them from
12 the shared and common cost factors. Thus, when BellSouth applies a
13 non-recurring charge for service-order driven activity (one-time activity),
14 the shared and common cost factors applied to the non-recurring costs
15 have already been modified to eliminate any duplication of cost
16 recovery.

17

18 Q. MCI FURTHER CLAIMS VIA WITNESS DARNELL'S TESTIMONY
19 THAT RECORD CHANGE ACTIVITY "SHOULD CONTINUE TO BE
20 CONSIDERED TO BE A NORMAL AND ADMINISTRATIVE COST OF
21 DOING BUSINESS AND ANY COSTS CAUSED BY THIS ACTIVITY
22 SHOULD CONTINUE TO BE RECOVERED BY BELLSOUTH
23 THROUGH THE FACTORS APPLIED TO ALL RECURRING AND
24 NONRECURRING UNE RATES". DO YOU AGREE?

25

1 A. No. These records changes require work to be performed by BellSouth
2 that generates costs BellSouth should be permitted to recover. There
3 are numerous services, circuits, collocation arrangements, and other
4 arrangements and assets that must undergo the records changes
5 throughout BellSouth's systems. MCI has at least 75 Access Customer
6 Name Abbreviations ("ACNAs") currently being used. Some of these
7 ACNAs have thousands if not hundreds of thousands of end user
8 accounts. In the event MCI or any CLEC requests to put everything
9 under one roof, each end user account will have to be changed. The
10 work required by BellSouth involves issuing and completing service
11 orders on each and every account.

12
13 BellSouth's TELRIC costs, in general, consider the installation activities
14 and disconnection activities, but do not include any rearrangement
15 activities that may occur in between. And as I explained above, the
16 one-time costs associated with service order activity have been
17 removed from the factors applied to recurring and non-recurring UNE
18 rates. These records changes are at the request of the CLEC, not
19 BellSouth and are unrelated to BellSouth provisioning UNEs to any or
20 all of the MCI entities. Indeed, the decision to reduce the number of
21 MCI entities purchasing services from BellSouth has nothing to do with
22 MCI or any of its entities obtaining UNEs. It is ludicrous to think that
23 BellSouth should absorb the cost of activities resulting from MCI's
24 business operations. BellSouth can and will still comply with its Section
25 251 obligations regardless of whether the MCI entity purchasing service

1 today is operating under a different entity name tomorrow.

2

3 During a merger, acquisition, or other activity precipitating the name
4 change or other records changes, the company or companies involved
5 should consider such costs as part of completing the business
6 arrangement. The process permits and even encourages carriers to
7 come to BellSouth early and work with BellSouth to understand what
8 costs will be involved in the process. As the cost causer, the CLEC
9 should be responsible for the cost of the changes. It is not appropriate
10 or fair to require BellSouth to fund the cost of changes of this type.

11

12 Q: MCI CLAIMS THAT ITS BANKRUPTCY PLAN PERMITS IT TO
13 CONSOLIDATE ITS CODES WITHIN BELLSOUTH'S SYSTEMS AT
14 NO COST TO MCI. PLEASE COMMENT.

15

16 A. BellSouth's does not agree with MCI's understanding of the MCI Plan of
17 Reorganization. Should MCI decide to pursue enforcing the Order for
18 the expired agreement pursuant to its erroneous interpretation, MCI
19 should address the issue under its current agreement and through the
20 bankruptcy court and not the Commission in a Section 252 arbitration
21 for the new interconnection agreement.

22

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ISSUE 33

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25

ISSUE STATEMENT AND UPDATED BELLSOUTH POSITION

1 **Issue 33: How Should The Rate For The Calculation Of Late Payments**
2 **Be Determined?**

3

4 Q. WHAT IS BELLSOUTH'S POSITION ON ISSUE 33?

5

6 A. The rate for calculation of late payment charges should be compliant
7 with applicable law regarding late payment charges. BellSouth applies
8 late payment charges to its retail and wholesale customers on a non-
9 discriminatory basis, compliant with applicable law. Thus, the late
10 payment charge rates are set forth in BellSouth's tariffs so that they are
11 equally available and accessible to all of BellSouth's customers. So
12 long as the rate charged by BellSouth is within the parameters reflected
13 in state law, BellSouth, as a business, should have the flexibility and the
14 right to adjust its late payment charges as conditions in the economy
15 and the telecommunications market warrant. It is unnecessary and
16 unwarranted to include a late payment pricing table in the Agreement.
17 To do so could result in discriminatory rates being applied.

18

19 Q. WHAT IS MCI'S POSITION AND HOW DO YOU RESPOND?

20

21 A. MCI's position is that late payment charges for each state must be set
22 forth in the Agreement and capped at 18%, or applicable law,
23 whichever is less. As I have stated above, BellSouth agrees that the
24 late payment charges are capped by applicable law; it is unnecessary
25 and inappropriate for state-specific late payment charges to be set forth
26 in the Agreement or that BellSouth be required to apply a late payment

1 charge that is less than the law allows.

2

3 Q. WHAT IS MCI'S OBJECTION TO BELLSOUTH'S PROPOSAL AND
4 CAN YOU ADDRESS THIS CONCERN?

5

6 A. MCI's objection to BellSouth's proposal is that it believes BellSouth will
7 have the unilateral ability to arbitrarily change the applicable late
8 payment charge for services purchased under the agreement,. MCI
9 should not have this concern, however, because any modifications to
10 BellSouth's late payment charges in its tariffs must comply with
11 Applicable Law and are subject to the Commission's approval.

12

13 Additionally, in the event BellSouth attempts to revise its late payment
14 charge in its tariff to a rate that MCI opposes, MCI can raise any
15 concerns about the proposed change to the Commission at the time of
16 the proposed change. Thus, there are sufficient checks and balances
17 in place that protect MCI from being subject to a late payment charge
18 that exceeds Applicable Law.

19

20 Q. WHY DOES BELLSOUTH BELIEVE THAT IT IS NOT NECESSARY,
21 OR PROPER, FOR THE COMMISSION TO REQUIRE THAT THE
22 INTERCONNECTION AGREEMENT INCLUDE SPECIFIC LATE
23 PAYMENT CHARGE RATES?

24

25 A. First and foremost, BellSouth's late payment charges vary, by state,

1 due to differing regulatory factors and primarily because the specific
2 rates and structure of late payment charges may be specifically
3 mandated pursuant to state law. Further, BellSouth cannot administer
4 customer-specific late payment charges but, instead, applies such
5 charges on a non-discriminatory basis across all of its customers (retail
6 or wholesale) based on the type of service requested. Adoption of any
7 other late payment charge structure will result in MCI being charged
8 different late payment charges than this Commission has determined is
9 acceptable for Florida consumers.

10

11

ISSUE 34

12

13

REVISED ISSUE STATEMENT AND UPDATED BELLSOUTH POSITION

14

15

Issue 34: What Process Should be Used for the Discontinuing of Service?

16

17

18

Q. WHAT IS BELLSOUTH'S POSITION ON ISSUE 34?

19

20

A. If MCI receives a notice of suspension or termination from BellSouth as
21 a result of MCI's failure to pay timely, then MCI should be required to
22 pay all undisputed amounts that are past due as of the due date of the
23 pending suspension or termination action.

24

25

26

1 Q. PLEASE PROVIDE SUPPORT FOR YOUR POSITION.

2

3 A. By definition, the collections process is triggered when a customer does
4 not pay its bills according to the terms of the Agreement. Once a CLEC
5 fails to meet its financial obligations and the matter is referred to
6 collections, the risk (or financial exposure) associated with providing
7 service to the customer is higher, based on the customer's own
8 behavior. Under MCI's proposed language, BellSouth would be limited
9 to collecting only the amount that was stated in the past due letter
10 regardless of MCI's payment performance for subsequent bill cycles
11 and BellSouth could only terminate service for the specific account that
12 was not paid.

13

14 Q. WHAT IS MCI'S POSITION ON ISSUE 34?

15

16 A. In addition to the proposed contract language discussed above, MCI
17 fears that BellSouth's terms and conditions that apply to past due
18 billings would allow BellSouth to unilaterally discontinue service and
19 take other actions in the event that MCI does not pay an invoice on
20 time, or more specifically, "because a small bill for a minor service
21 account that was mistakenly not paid". *See Joint Issues Matrix filed*
22 *March 3, 2006.* MCI further believes that BellSouth could take such
23 actions regardless of whether a payment is disputed.

24

25

1 Q. HOW DO YOU RESPOND TO MCI'S POSITION ON THIS ISSUE?

2

3 A. I will address each of MCI's concerns separately. First, in an effort to
4 resolve this issue, BellSouth agrees not to terminate for nonpayment of
5 disputed amounts.

6

7 Q. WHY SHOULD MCI PAY ALL UNDISPUTED AMOUNTS THAT
8 BECOME PAST DUE AFTER RECEIVING NOTICE OF
9 NONPAYMENT?

10

11 A. Often, after receipt of a notice of past-due charges, the parties will enter
12 into discussions related to payment arrangements in an effort to resolve
13 the matter without the need for suspension or termination. During this
14 time, while BellSouth works with the CLEC to avoid disruption of access
15 to ordering systems or disruption of service to end users (even though
16 the CLEC has not paid for the services), BellSouth is continuing to
17 provide service to the CLEC and any additional payments that become
18 past due subsequent to the first past due notice should be rectified by
19 the CLEC at the same time as it pays for the original past due charges.

20

21 Again, this situation only arises when a CLEC fails to fulfill its most
22 fundamental contractual obligation—paying for the services it receives
23 in a timely manner. BellSouth has the right and responsibility to protect
24 itself from the higher risk associated with non-payment by ensuring that
25 customers are not allowed to increase the likelihood of bad debt.

1 Q. IS IT REASONABLE THAT BELLSOUTH WOULD DISCONNECT
2 SERVICE TO MCI "BECAUSE A SMALL BILL FOR A MINOR
3 SERVICE IN ONE STATE WAS MISTAKENLY NOT PAID"?

4

5 A. No. MCI appears to be concerned about a scenario where BellSouth
6 would render a bill to MCI for a specific account and then, for whatever
7 reason, the bill went unnoticed, and unpaid, by MCI and BellSouth then
8 disconnected service to the account before MCI could take any
9 corrective action. MCI's primary rationale for its position is not based in
10 fact or the experiences of the parties, which definitively establishes that
11 BellSouth and MCI are in constant contact regarding the payment of
12 bills. In fact, BellSouth and MCI work together to make sure bills and
13 accounts are reconciled and paid. As a practical matter, BellSouth
14 Service Representatives and MCI Service Representatives are in
15 conversations daily and, in many cases, multiple times per day.
16 BellSouth would not terminate all of MCI's services for nonpayment of a
17 minor amount that was overlooked by mistake. Accordingly, MCI's
18 concern rings hollow. Further, it is highly unlikely that a payment by
19 MCI would be "missed" under such conditions, particularly given the
20 contact steps and the standard intervals between the time an account
21 becomes past due and the time that a CLEC's service is actually
22 discontinued

23

24 Q. PLEASE DESCRIBE THE PROCESS BELLSOUTH FOLLOWS FROM
25 THE TIME AN ACCOUNT BECOMES PAST DUE UNTIL THE TIME

1 SERVICE IS DISCONTINUED IF NO PAYMENT IS RECEIVED.

2

3 A. My direct testimony describes how the frequent communication
4 between BellSouth and MCI should not produce any "guesswork" with
5 respect to what specific amounts MCI owes to BellSouth at any given
6 time:

7

8 A CLEC that fails to timely pay undisputed amounts that are
9 past due is provided with a (i) written notice of the amount
10 that must be paid to avoid suspension or termination; and (ii)
11 a spread sheet (also known as an aging report) that shows,
12 by billing account number, the current amount owed, the
13 past due amount owed, disputed amounts, and for the
14 CLECs' convenience, the total amount that has or will
15 become due, less disputed and current charges.
16 Additionally, the CLEC and BellSouth are in constant
17 communication during the cure period regarding the
18 nonpayment of past due amounts. Thus, there is no
19 guesswork by the CLEC regarding how much has to be paid
20 in order to avoid suspension or termination.

21

22 To illustrate the type of information exchange between BellSouth and a
23 CLEC, attached to my rebuttal testimony as Exhibit PAT-8, is a series
24 of emails between BellSouth and a CLEC regarding the payment of
25 amounts that became past due. This information establishes that
26 BellSouth is in constant communications with CLECs that fail to timely
27 pay billings and that the BellSouth's aging report clearly identifies
28 amounts that are past due, will become past due during the cure period,
29 and disputed amounts.

30

1 Q. IS THERE ANY GUESSWORK INVOLVED WITH BELLSOUTH'S
2 PROCESS?

3

4 A. No. A CLEC that fails to timely pay undisputed amounts that are past
5 due is provided with a (i) written notice of the amount that must be paid
6 to avoid suspension or termination; and (ii) a spread sheet (also known
7 as an aging report) that shows, by billing account number, the current
8 amount owed, the past due amount owed, disputed amounts, and for
9 the CLECs' convenience, the total amount that has or will become due,
10 less disputed and current charges. Additionally, the CLEC and
11 BellSouth are in constant communication during the cure period
12 regarding the nonpayment of past due amounts. Thus, there is no
13 guesswork by the CLEC regarding how much has to be paid in order to
14 avoid suspension or termination.

15

16 Q. ARE THERE STATE COMMISSION ARBITRATION DECISIONS THAT
17 SUPPORT BELLSOUTH'S POSITION ON ISSUE 34?

18

19 A. Yes. The FPSC approved the same position advanced by BellSouth in
20 its Joint Petitioner arbitration proceeding, finding:

21

22 A CLEC should be required to pay past due
23 undisputed amounts in addition to those specified in
24 BellSouth's notice of suspension or termination for

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nonpayment in order to avoid suspension of termination.”⁸

Q. CAN YOU ADDRESS MCI’S BELIEF THAT ANY TERMINATION RIGHTS SHOULD BE LIMITED TO THE SPECIFIC SERVICES THAT WERE NOT PAID?

A. Yes. MCI believes that BellSouth’s termination rights for nonpayment of undisputed past due billings should be limited to the specific services that were not paid and not to all of the services that MCI purchases from BellSouth. In effect, MCI argues that it should be allowed to continue to receive services even though it fails to pay for some services rendered. Thus, under MCI’s proposal, assuming hypothetically that MCI had 100 accounts in Florida and MCI failed to timely pay 50, 75, or even 99 of those accounts, BellSouth would still be obligated to provide service to MCI in Florida. Not only does this concept defy basic business practices but it also leads to potential manipulation and abuse by gaming the payment process.

⁸ See Florida Public Service Commission *Final Order Regarding Petition for Arbitration*, Docket No. 040130-TP, issued October 11, 2005, at p66. BellSouth notes that while the Mississippi Commission also ruled in its favor, it acknowledges that the Kentucky and North Carolina Commissions ruled against it on this issue in the Joint Petitioners arbitrations.

1 Q. DO YOU HAVE ANY OTHER CONCERNS ABOUT MCI'S
2 PROPOSAL?

3

4 A. Yes. MCI, the entity, is BellSouth's customer. When MCI is in default
5 on its payment obligations, BellSouth should be able to limits its
6 financial exposure caused by MCI, the entity regardless of whether the
7 nonpayment is limited to a specific state or a specific set of services.
8 Simply put, nonpayment is nonpayment and BellSouth's rights for
9 nonpayment should not be limited and subject to potential gaming by
10 MCI.

11

12 Q. DOES THIS CONCLUDE YOUR SUPPLEMENTAL TESTIMONY?

13

14 A. Yes.

15

16 DM # 627518

17

18

19

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Mergers & Acquisitions Process

Welcome

WELCOME to the *Mergers and Acquisitions (M&A)* home page. The Mergers and Acquisition Process is designed to assist Wholesale Customers during their merger, acquisition, and consolidation of accounts. The Process supports all Wholesale Customers and provides step by step instructions and guidance for the ease of this critical transaction.

This home page contains links to supporting processes in an effort to provide comprehensive information useful during and at the conclusion of the M&A process. These pages contain the documents and forms essential to the M&A process, frequently asked questions as well as a method to contact us for further assistance.

If you have any questions, please contact **Your BellSouth Mergers and Acquisition Chairperson** via e-mail at [Contact Us](#). BellSouth will respond in 3 business days.

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Mergers & Acquisitions Process

1.0 Description

A merger is defined as the consolidation of two companies. In a merger, the merged company ceases to exist as a separate business and legal entity. The acquiring company assumes the assets, liabilities, franchises, and powers of the merged company by operation of law (i.e., automatically).

An acquisition applies when Company A acquires some or all of the property of company B. Typically asset acquisitions involve the transfer of some of the telephone "exchanges" operated by the selling company

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Mergers & Acquisitions Process

2.0 Expectations

The acquiring CLEC or IXC will complete Level 1 and Level 2 Checklists that will assist BellSouth in determining how the transaction will be managed. The acquiring CLEC or IXC will also be responsible for providing a spreadsheet inventory of the transferring assets.



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Mergers & Acquisitions Process

3.0 Restrictions

- No interruption or disconnection in service use.
- No relocation of all existing service.
- The new customer (Assignee) assumes all outstanding indebtedness for such services, any un-expired portion of the minimum period, and the termination liability (if any) associated with the services involved in the transfer. If the new customer does not agree to assume responsibility for all charges, Transfer of Service is not applicable and N & D orders are required.
- An outright purchase
- Acquisition of an existing business
- The merging of two or more existing businesses
- Establishment of a new/changed business structure; i.e.

Sole ownership - Partnership - Corporation

- No service order(s) will be issued/released to execute a Transfer of Service prior to the receipt of proper written agreement from both the Assignor (former owner) and the Assignee (new owner). If the former company has already been dissolved, the Transfer Document will not be appropriate.

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Mergers & Acquisitions Process

4.0 Rates

The cost of implementing the merger changes within BellSouth is dependent of the quantity and type of services involved in the merger as well as tariff defined and negotiated rates.



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Mergers & Acquisitions Process

5.0 Let's Get Started

- Contact BellSouth as noted in the notices section of the Interconnection Agreement or your Account Team Representative, we will guide you through the process and advise where to submit forms.
- Verify all NECA changes and additions
- Request PSC approval of the acquisition
- Complete and submit credit profile

<http://interconnection.bellsouth.com/forms/lec/pdf/rf-3950.pdf>

- Submit a letter providing the details of the "assumption of services" should be from the 'acquiring' customer on their letterhead
- Complete and submit level 1 checklist
- Provide inventory spreadsheets
- Should document how the 'transferring' customer's ACNA and/or OCN will be used in the issuance of service orders if applicable.
- Provide all legal names that are used or will be used in the application to BellSouth Sign the Transfer Agreement

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Interconnection Services

Credit Profile

Return By Fax To: 404-986-0166

Complete, sign and fax to: 404-986-0166 Attention: Business Credit Management		Estimated Monthly billing with BellSouth \$ _____	
For questions concerning this application call 888-634-4114		New customer <input type="checkbox"/> Existing customer <input type="checkbox"/>	
Please Print And Complete All Information.		Attach Copy of Fiscal Audited Statement (if available)	
Type of Business Applying For:			
<input type="checkbox"/> Local (Resale)	<input type="checkbox"/> Facility Based	<input type="checkbox"/> Payphone Services Provider (# of lines in the first 6 months) _____	
<input type="checkbox"/> Access	<input type="checkbox"/> CMRS (Wireless)	<input type="checkbox"/> Other _____	
Company Information			
Business Name (Legal Name)		Doing Business As (Trade Style)	
Please Check One:			
<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole-Proprietor	<input type="checkbox"/> Other
Street Address		City	State Zip
Corporate Office Location (If different from above)		City	State Zip
(Area Code) Telephone Number	(Area Code) Fax Number	E mail address of business	
Are you presently a Bellsouth Customer in another area of business? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Contact name for additional information (if needed)			
Contact e mail address:			
Officer's Names			
President	CFO	CEO	
Company History			
Year Business Established	Principal Business of Firm	Company Web Site:	
Business Credit References			
Company Name	City	State	(Area Code) Telephone Number
Account Number	Contact Name		
Company Name	City	State	(Area Code) Telephone Number
Account Number	Contact Name		
Company Name	City	State	(Area Code) Telephone Number
Account Number	Contact Name		
Bank Reference			
Bank Name	City	State	Account Number
Banking Officer	(Area Code) Telephone Number	(Area Code) Fax Number	
I hereby authorize you to release to BellSouth any and all information, which they may request concerning my account. I understand that such information will be held strictly confidential and will remain BellSouth's property whether or not credit is extended. I understand that security may be required by BellSouth to establish service. I certify that the above information provided for this credit profile is true and correct to the best of my knowledge.			
Signature (Authorized Individual Only)		Print Name	Date (MM/DD/YYYY)

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Mergers & Acquisitions Process

6.0 Collocation

If Collocation:

- Customer prepares an application in e-Application, prints the application, but does not submit the application until the agreement is finalized and the distribution of applications is authorized)
- Submit a Letter of Authorization (LOA) for the transfer and release of the of the collocation arrangement(s).
 - Should be from the 'transferring' customer on their letterhead.
 - Should include the Reference Number for each arrangement.
- Submit a letter providing the details of the "assumption of services"
 - Should be from the 'acquiring' customer on their letterhead
 - Should document how the 'transferring' customer's ACNA will be used in the issuance of service orders for services.
- Submit a complete list of the Collocation Billing Account Numbers (BANS) that will be transferred.
- Submit a complete list of all terminations (CFA) and circuits for each arrangement that will be transferred.
 - Use the attached template and provide all requested information.
- Submit a hard copy of the application to transfer ownership for each collocation arrangement being transferred.
 - Enter the application in BellSouth's eApplication system. Print a copy of the application but do not submit it until the *Transfer Agreement* has been signed.
- Submit a Virtual Collocation Equipment Inventory/Acceptance List for each virtual collocation arrangement.
- Contact your Contract Negotiator to discuss any necessary contractual revisions.
- Sign the Transfer Agreement
- Submit the e-applications(s) once the Transfer Agreement has been signed and all information and details are complete.
- The customer (buyer) and/or certified vendor is responsible for ALL re-stenciling. This includes, but is not limited to, Virtual equipment and/or cable/pair interconnection points.
- e-Application
<https://collocation.bellsouth.com>

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7.0 Forms

- [MNA Level I Initial Checklist V06](#)
- [MNA Level II Access Trunking/Operator Services Preplan V05](#)
- [MNA Level II Local Trunking/Operator Services Preplan V05](#)
- [MNA Level II QACCT PMAP SEEM V03](#)
- [MNA Level II Special Access Preplan V031](#)
- [MNA Level II UNE Preplan V01](#)
- [MNA Wireless Trunking Spreadsheet V11](#)
- [Line Sharing Spreadsheet Issue 11](#)
- [MNA Special Access TOS Spreadsheet V11](#)
- [MNA Trunking/Operator Services Spreadsheet V1](#)
- [MNA UNEp Spreadsheet V1](#)
- [MNA Right Of Way V1](#)
- [TORC DForm](#)
- [TORC NDForm](#)
- [MNA Level II Wireless Trunking Preplan V051](#)
- [MNA Wireless Non-Access Specials Spreadsheet V11](#)
- [Line Splitting Spreadsheet Issue 11](#)

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Mergers & Acquisitions Process

8.0 Links

[Do you want to become a CLEC?](#)

[Do you want to become a Wireless Provider?](#)

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Mergers & Acquisitions Process

9.0 Glossary

Merger - The consolidation of two companies. In a merger, the merged company ceases to exist as a separate business and legal entity. The surviving company assumes the assets, liabilities, franchises, and powers of the merged company by operation of law (i.e., automatically)

Asset acquisition - Company A acquires some or all of the property of company B. Typically asset acquisitions involve the transfer of some of the telephone "exchanges" operated by the selling company.

Company - A legal entity, formed under the laws of a particular state usually to operate a business of some type (e.g., provision of telephone service). Other types of legal entities that may perform similar functions include cooperatives, partnerships, limited liability corporations (LLCs), sub chapter S corporations, etc. For simplicity, all are referred to a "companies" in this document. As a legal entity, a "company" has the status similar to a person and can sign contracts, employ people, own assets (including other companies), and buy and sell goods and services.

M&A Chair - Merger and Acquisition Chairperson, a program manager and whose responsibility is to guide wholesale customers through the M&A process.

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10.0 FAQs

Question 1: My company, ABC Telco, has just merged with Just in Time Telecom. What do I need to do to get their customers brought over to ABC Telecom's ACNA?

Answer: If you are a CLEC- then refer to the notices section in your ICA. If you are an IXC, contact your Account Team Representative.

Question 2: If my company has merged in the corporate world, why do I have to go through a merger process with BellSouth?

Answer: If BST is not notified, you will still operate as separate entities.

Question 3: My company, ABC Telecom, already does business with BellSouth and the company we just merged with, Just in Time Telecom, does as well. Why are we charged to go through the merger process with BellSouth?

Answer: There are costs associated with the changes that BST must make to align our records with the new single entity.

Question 4: Why do I need to provide a list of customers/circuits to BellSouth in order to combine my inventory?

Answer: BST requires an explicit listing of all products that are affected by the merger to ensure that the assets you have acquired are correctly identified.

Question 5: My company already has a deposit on file with BellSouth. Why do I have to go through the credit process again now that my company has been through a merger?

Answer: You are assuming additional assets that may require analysis.

Question 6: My company just merged with another provider. We both currently have PSC certification. Do we have to contact the PSC/Regulatory boards about our merger?

Answer: Yes

Question 7: My company has not kept very good records over the years. What can I do if I cannot provide BellSouth an acceptable inventory of my circuits/customers?

Answer: BellSouth has an internal organization that will assist you in preparing the inventory.

Question 8: How long will the BellSouth merger process?

Answer: All timeframes are negotiated.

Question 9: What will the BellSouth merger process cost?

Answer: The rates are dependent upon the services that are impacted by the merger.

Question 10: Can my BellSouth Account Team handle this process for me?

Answer: Your merger process involves many BellSouth representatives, of which your Account Team is one.

Question 11: What documentation should I provide to BellSouth to begin the merger process?

Answer: Please refer to the Merger website. A list of forms and other documentation requirements are identified on this website.

Question 12: What is a merger?

Answer: Get definition from website.

Question 13: Will new account numbers be assigned after completion of merger?

Answer: Establishment of new accounts or use of existing accounts is dependent on the merger activities and will be communicated to you via the Merger and acquisition chairperson.

Question 14: How can I be assured that the merger process is complete?

Answer: The M&A chairperson will coordinate the merger on your behalf and contact you during the merger process and up on completion.

To: Terri.Douglas@BellSouth.com; Carolyn.Cauthen@BellSouth.com; Amanda.Butler2@BellSouth.com
Subject: Mergers and Acquisitions Internet site