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BELLSOUTH TELECOMMUNICATIONS, INC.
DIRECT TESTIMONY OF EDDIE L. OWENS
BEFORE FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 040130-TP
JANUARY 10, 2005

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

A. My name is Eddie L. Owens. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375. I am currently a Manager - Interconnection Services Local Operations and have served in my present position since October 2000.

Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

A. My business career spans over 25 years with BellSouth and my experience covers a wide range of network centers, as well as telephone equipment sales and customer service. Specifically, I have managed and/or supported the following centers: Switching Control Center, Network Operations Center, Access Customer Advocate Center, Local Carrier Service Center, and Customer Wholesale Interconnection Network Services Center. I have participated in and provided technical assistance for numerous Competitive Local

1 Exchange Carrier ("CLEC") workshops in Florida, Georgia, and
2 Louisiana on issues dealing with pre-ordering, ordering, provisioning,
3 maintenance, and repair of resold services and Unbundled Network
4 Elements ("UNEs"). Currently, I am responsible for directly supporting
5 maintenance and repair and provisioning activities and indirectly
6 supporting pre-ordering and ordering activities for BellSouth's
7 wholesale market. Such activities include the development of
8 processes for the ordering and provisioning of UNEs for wholesale
9 market customers.

10

11 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

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13 A. In my testimony, I will address the technical and operational aspects of
14 several unresolved arbitration issues that have been raised by KMC
15 Telecom V, Inc. & KMC Telecom III LLC ("KMC"), NewSouth
16 Communications Corp. ("NewSouth"), NuVox Communications Corp.
17 ("NuVox"), and Xspedius Companies ("Xspedius") in a Joint Petition for
18 Arbitration filed with the Florida Public Service Commission
19 ("Commission") on February 11, 2004. Specifically, I will address the
20 following issue numbers, in whole or in part: 6-11 (Item 94) and 7-2
21 (Item 96).

22

23 Q. HAVE THE PARTIES RESOLVED ANY ISSUES SINCE THE
24 PETITIONERS FILED ON FEBRUARY 11, 2004?

25

1 A. Yes. The parties have settled over 70 issues since the filing of the
2 arbitration petition, all of which are marked as "resolved" in the Revised
3 Joint Issue Matrix filed on October 15, 2004. If it is later determined
4 that one of these issues is not completely resolved, BellSouth reserves
5 the right to file additional testimony.

6

7 **Item No. 94; Issue No. 6-11 [Sections 3.1.2, 3.1.2.1]: (A) Should the mass**
8 **migration of customer service arrangements resulting from mergers,**
9 **acquisitions and asset transfers be accomplished by the submission of**
10 **an electronic LSR or spreadsheet? (B) If so, what rates should apply?**
11 **(C) What should be the interval for such mass migrations of services?**

12

13 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

14

15 A. BellSouth believes that this issue (including all subparts) is not
16 appropriate for arbitration in this proceeding because it involves a
17 request by the CLECs that is not encompassed within BellSouth's
18 obligations pursuant to Section 251 of the 1996 Act.

19

20 Q. SUBPART (A) OF THIS ISSUE ASKS THE QUESTION "SHOULD
21 THE MASS MIGRATION OF CUSTOMER SERVICE
22 ARRANGEMENTS RESULTING FROM MERGERS, ACQUISITIONS
23 AND ASSET TRANSFERS BE ACCOMPLISHED BY THE
24 SUBMISSION OF AN ELECTRONIC LSR [THAT IS, A LOCAL
25 SERVICE REQUEST] OR SPREADSHEET?" WHAT IS

1 BELL SOUTH'S POSITION ON SUBPART (A) OF THIS ISSUE?

2
3 A. Subject to the general objection to the inclusion of this issue in this
4 proceeding, as to subpart (A), BellSouth's position is that each and
5 every merger, acquisition, or asset transfer is unique and requires
6 project management and planning to ascertain the appropriate manner
7 in which to accomplish the transfer, including how orders should be
8 submitted.

9
10 BellSouth has developed a mergers and acquisitions process that is
11 posted on BellSouth's interconnection website

12 http://www.interconnection.bellsouth.com/ma_process/

13 BellSouth's Carrier Notification SN91083998, dated March 10, 2004,
14 introduced this process. The process identifies the steps that need to
15 be taken by a CLEC to initiate a mergers and acquisition request to
16 BellSouth. All of the forms needed to submit a request for mergers
17 and/or acquisitions, including spreadsheet templates, are provided on
18 this website for the CLECs to use as part of the mergers and
19 acquisition process.

20
21 BellSouth does not have an obligation to provide electronic ordering for
22 this service simply because the low volumes of this type of request do
23 not warrant the expenditures and resources that would be necessary to
24 mechanize this ordering process. However, as stated above,
25 BellSouth does allow the submission of spreadsheets as part of the

1 process. The vast array of services that may be the subject of such a
2 transfer, under the agreement as well as under both state and federal
3 tariffs, necessitates that various forms of documentation may be
4 required.

5
6 Q. THE JOINT PETITIONERS HAVE SUGGESTED THAT THESE MASS
7 MIGRATIONS ARE NOTHING MORE THAN BULK NUMBER
8 PORTING. DO MASS MIGRATIONS ASSOCIATED WITH
9 MERGERS, ACQUISITIONS, AND/OR ASSET TRANSFERS
10 NECESSARILY REQUIRE NUMBER PORTING?

11
12 A. No. Mass migrations associated with mergers, acquisitions, and/or
13 asset transfers are, by their nature, unique situations that do not
14 necessarily require number porting. One example of this would be if
15 Company A acquired Company B. This would result in Company A
16 obtaining all of Company B's switches and eliminating any need for
17 number porting.

18
19 Further, NewSouth and NuVox have had discussions with BellSouth's
20 mergers and acquisition team regarding their recent merger. And they
21 are fully aware that the type of merger addressed in BellSouth's guide
22 is more than just bulk number porting. In fact, this team has explained
23 to NewSouth and NuVox what must be done to accomplish such
24 merger. The fallacy of arbitrating this issue is that, instead of
25 negotiating and agreeing to a uniform process that will apply in

1 BellSouth's region, NewSouth and NuVox have chosen instead to risk
2 obtaining nine (9) different mergers and acquisition requirements.
3 Such a result would be inconsistent and inefficient for all involved.

4

5 Q. SUBPART (B) OF THIS ISSUE ASKS THE QUESTION "IF SO, WHAT
6 RATES SHOULD APPLY?" WHAT IS BELLSOUTH'S POSITION ON
7 SUBPART (B) OF THIS ISSUE?

8

9 A. As to application of rates as referenced in subpart (B), BellSouth
10 believes that the rates, by necessity, must be negotiated between the
11 Parties based upon the particular services to be transferred and the
12 type and quantity of work involved. This negotiation of rates and
13 intervals is included in the transfer agreement that is part of the
14 mergers and acquisition process that I mentioned previously.
15 BellSouth is working to provide a list of the applicable rates that can be
16 included in the mergers and acquisitions process discussed above.
17 This list will be added to the merger and acquisition process available
18 on the website referenced above. This will give the CLECs an idea of
19 the charges involved based on the types and volumes of services
20 involved in the merger and/or acquisition.

21

22 Q. SUBPART (C) OF THIS ISSUE ASKS "WHAT SHOULD BE THE
23 INTERVAL FOR SUCH MASS MIGRATIONS OF SERVICES?"
24 WHAT IS BELLSOUTH'S POSITION ON SUBPART (C) OF THIS
25 ISSUE?

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A. BellSouth's position is that no finite interval can be set to cover all potential situations. While shorter intervals can be committed to and met for small, simple projects, larger and more complex projects require longer intervals and prioritization and cooperation between the Parties. The experience that BellSouth has, with the limited number of mergers and acquisition requests it has received, demonstrates that each such request is unique and requires flexibility on the part of BellSouth and the CLECs involved to accomplish the merger and/or acquisition successfully. This being said, BellSouth is working to establish interval guidelines that will be added to the merger and acquisition document referenced above. The intervals will be set based on the volumes and types of services involved in the merger and/or acquisition.

Item No. 96; Issue 7-2: (A) 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? (B) What intervals should apply to such changes? (Attachment 7, Section 1.2.2)

Q. WHAT IS BELLSOUTH'S UNDERSTANDING OF THIS ISSUE?

A. BellSouth understands that the Joint Petitioners are requesting that the CLECs should be afforded one "LEC Change" in any 12-month period without charge. The "LEC Change" referred to consists of making one

1 change of the corporate name, Operating Company Number ("OCN"),
2 Company Code ("CC"), Carrier Identification Code ("CIC"), or Access
3 Customer Name Abbreviation ("ACNA") in the other Party's databases,
4 systems, and records.

5
6 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

7
8 A. First, this issue (including subparts A & B) is not appropriate for
9 arbitration in this proceeding because it involves a request by the
10 CLECs that is not encompassed within BellSouth's obligations
11 pursuant to Section 251 of the 1996 Act. That being said, BellSouth is
12 permitted to recover its costs ((whether for one (1) "LEC Change" or
13 one hundred)) and the requesting CLEC should be charged a
14 reasonable records change charge. Requests for changes that occur
15 as a result of mergers, acquisitions and/or transfer of assets will be
16 handled through the mergers and acquisition process previously
17 discussed.

18
19 Q. PLEASE PROVIDE ADDITIONAL SUPPORT FOR BELLSOUTH'S
20 POSITION.

21
22 A. A change in corporate name in BellSouth's record databases requires
23 work effort on the part of BellSouth. While there may be no physical
24 change in the associated service, BellSouth still has work steps it must
25 go through to make records changes, for example, for collocation

1 arrangements and the circuits connected to the collocation
2 arrangements. The information in systems such as Trunks Integrated
3 Record Keeping System ("TIRKS"), Loop Facilities Administration and
4 Control System ("LFACS"), Switch, Loop Maintenance Operations
5 System ("LMOS"), billing, etc., must be changed.

6

7 Q. ARE 'LEC CHANGES' SIMPLE ADMINISTRATIVE CHANGES THAT
8 ARE NOT UNDULY TIME OR LABOR INTENSIVE?

9

10 A. No. First, a name change, even if it does not include an asset change
11 in ownership, is not a simple administrative change. With companies
12 the size of the CLECs involved in this arbitration, there are numerous
13 services, circuits, collocation arrangements, and other arrangements
14 that must undergo the records change. These record changes are at
15 the request of the CLEC, not BellSouth. As the cost causer, the CLEC
16 should be responsible for the cost of the change, no matter if it is once
17 per year or once in ten (10) years. Further, during a merger,
18 acquisition, or whatever activity is precipitating the name change or
19 other records change, the company or companies involved should
20 consider such costs as part of the business arrangement. These
21 record changes require work to be performed that generates costs that
22 BellSouth should be permitted to recover. It is not appropriate or fair to
23 require BellSouth to fund the cost of the name change for these
24 companies. The suggestion that a "free" change once a year is
25 somehow reasonable along with the implication that it doesn't cost

1 BellSouth anything to make changes is simply wrong, and patently
2 unfair. As I discussed above, BellSouth is working to include a list of
3 the applicable rates that can be associated with this activity associated
4 with BellSouth's mergers and acquisitions process. Once complete,
5 this will be added to the mergers and acquisitions process posted on
6 the website referenced above.

7

8 Q. WHAT IS THE IMPACT OF A CORPORATE NAME CHANGE TO
9 BELLSOUTH'S DATABASES?

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11 A. The cost of unbundled network elements and interconnection do not
12 include the administrative costs BellSouth incurs for changing a
13 CLEC's corporate name. When corporate names are changed in the
14 telecommunications industry, it involves numerous changes in multiple
15 billing databases and other record databases. In some cases, there
16 could be hundreds of thousands of accounts involved and each of
17 those accounts will have to be changed. As such, the cost caused by
18 the CLEC should be borne by the CLEC.

19

20 Q. WHAT IS BELLSOUTH'S POSITION ON ITEM 96(B)?

21

22 A. The interval for any such project would be determined based upon the
23 complexity of the project. As I discussed previously, this negotiation of
24 rates and intervals is included in the transfer agreement that is part of
25 the mergers and acquisition process. It is extremely difficult, if not

1 impossible, to establish an interval before the scope of the project and
2 required work has been determined. It is only reasonable that the
3 quantity of circuits, collocation arrangements, etc., would drive the
4 length of time it would take to complete the records' changes.
5 However, as discussed above, BellSouth is working to provide interval
6 guidelines that, upon completion, will be added to the mergers and
7 acquisitions process discussed above. This will give the CLECs an
8 expectation of how long it will take to accomplish this type of LEC
9 name change based on the types and volumes of services involved.

10

11 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

12

13 A. Yes.

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