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BELLSOUTH TELECOMMUNICATIONS, INC.
DIRECT TESTIMONY OF EDDIE L. OWENS
BEFORE FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 050419-TP
OCTOBER 21, 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 in BellSouth's Interconnection Services Marketing Organization.

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 Exchange Carrier ("CLEC") workshops in Florida, Georgia, and Louisiana on issues dealing with pre-ordering,

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1 ordering, provisioning, maintenance, and repair of resold services and
2 Unbundled Network Elements (“UNEs”). I have previously testified before
3 the North Carolina Utilities Commission and the Tennessee Regulatory
4 Authority. Currently, I am responsible for managing issues related to pre-
5 ordering, ordering, provisioning, maintenance, and repair for BellSouth's
6 wholesale market customers.

7

8 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

9

10 A. In my testimony, I will address the technical and operational aspects of
11 three (3) unresolved arbitration issues that have been raised by MCImetro
12 Access Transmission Services, LLC (“MCI”) in a Petition for Arbitration
13 filed with the Florida Public Service Commission (“Commission”) on June
14 20, 2005. Specifically, I will address issue numbers 9, 30, and 32.

15

16 **Issue No. 9: A) What rate should be applicable for the Bulk Migration**
17 **process? B) Should BellSouth be required to offer the Bulk Migration**
18 **process for migrations of MCI customers to third-party provided**
19 **switching?**

20

21 Q. WHAT IS BELL SOUTH'S GENERAL POSITION ON SUBPART A OF
22 THIS ISSUE?

23

24 A. This issue has been resolved in the Generic Hot Cut Docket (041338-TP).
25 As set forth in the Joint Motion to Approve Stipulation, MCI is entitled to

1 the hot cut rates identified in Appendix 3 to the Joint Motion. Accordingly,
2 there is no need to arbitrate this issue in this proceeding.

3

4 Q. WAS MCI A PARTY TO THE GENERIC HOT CUT DOCKET?

5

6 A. Yes. MCI was an original party to the Generic Hot Cut Docket and
7 actively participated in it. However, MCI voluntarily withdrew from the
8 proceeding for unknown reasons immediately prior to execution of the
9 Stipulation between BellSouth and all of the participating CLECs.

10

11 Q. WHAT IS BELLSOUTH'S POSITION ON SUBPART B OF THIS ISSUE?

12

13 A. This issue has also been resolved in the Generic Hot Cut Docket (041338-
14 TP) and as such does not need to be addressed in this arbitration. That
15 being said, BellSouth agrees that the individual and bulk hot cut processes
16 should allow CLECs to order loops directly to a third party's collocation
17 arrangement. BellSouth is in the process of developing and implementing
18 the necessary processes to allow for migrations of MCI's customers in this
19 manner. With the implementation of these processes, BellSouth has
20 addressed MCI's concerns.

21

22 **Issue No. 30: How should disputes over alleged unauthorized access to**
23 **CSR information be handled under the Agreement?**

24

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

1 A. This issue concerns a Party's violation of federal law as well as the
2 Interconnection Agreement by obtaining unauthorized access to Customer
3 Service Record ("CSR") information. In such an instance and when the
4 offending Party cannot prove that the violation has been cured, the
5 alleging Party should have the right to suspend and terminate service after
6 notice sent via e-mail and an explicit cure period. If there is a legitimate
7 dispute as to the allegation of unauthorized access to CSR information,
8 the alleging Party should seek expedited resolution of the dispute at the
9 Commission before any suspension or termination of service.

10
11 Q. WHY IS IT IMPORTANT FOR THE PARTIES TO HAVE THE RIGHT TO
12 SUSPEND ACCESS TO ORDERING SYSTEMS AND/OR TERMINATE
13 SERVICES BECAUSE OF UNAUTHORIZED ACCESS TO CSR
14 INFORMATION?

15
16 A. CSR information contains Customer Proprietary Network Information
17 ("CPNI"). With its proposed reciprocal language, BellSouth is attempting
18 to insure that *both* Parties meet their legal and contractual obligations to
19 protect the CPNI that is contained in CSR information. Both Parties have
20 agreed to refrain from accessing CSR information without an appropriate
21 Letter of Authorization ("LOA"), and have agreed to access CSR
22 information only in strict compliance with the law. Given such obligations,
23 it is reasonable that if either Party suspects that the other Party is
24 accessing CSR information (and therefore is violating the law and its
25 contractual obligations), and the accused Party ***fails to produce a LOA***

1 **or fails to dispute the unauthorized CSR access allegations**, then the
2 alleging Party should have the ability to limit the other Party's access to
3 CSR information. This right is necessary to protect the CPNI maintained
4 by the alleging Party. Without the right to timely eliminate unauthorized
5 access of CSR information, **all** Parties are compromised in their collective
6 ability to protect CPNI, which puts all end-user customers at risk.

7
8 Q. CAN YOU FURTHER DESCRIBE BELLSOUTH'S PROPOSED
9 LANGUAGE?

10
11 A. Yes. BellSouth has proposed language to state that if the accused Party
12 does not produce an appropriate LOA within seven (7) business days,
13 then the alleging Party will notify the accused Party's *designated contact*
14 *person by written and e-mail notice* that access to ordering systems will be
15 suspended or services terminated unless the accused Party ceases or
16 corrects the alleged unauthorized CSR access within five (5) calendar
17 days. This should eliminate any concern about a suspension/termination
18 notice becoming somehow overlooked.

19
20 Further, BellSouth's proposed language provides that if there is a dispute
21 regarding the allegation of unauthorized CSR access, *the alleging Party* –
22 prior to any suspension or termination action – would bring such dispute to
23 the Commission for expedited resolution and that no termination or
24 suspension would occur for the duration of such a dispute.

25

1 Q. HAS THIS COMMISSION AGREED WITH BELL SOUTH'S LANGUAGE
2 ON THIS ISSUE?

3

4 A. Yes. This Commission has adopted BellSouth's language on this issue in
5 the Florida Joint Petitioner arbitration proceeding (Docket No. 040130-TP),
6 finding that BellSouth's language resolved the CLECs' fears. Specifically,
7 the Commission ruled as follows:

8

9 In the event that the alleged offending party disputes
10 the allegation of unauthorized access to customer
11 service records (CSR) information (even after the
12 party's inability to produce an appropriate Letter of
13 Authorization), the alleging party should seek
14 expedited resolution from the appropriate regulatory
15 body pursuant to the dispute resolution provision in
16 the Interconnection Agreement's General Terms and
17 Conditions section. The alleging party should take no
18 action to terminate the alleged offending party during
19 any such pending regulatory proceeding. If the
20 alleged offending party does not dispute the allegation
21 of unauthorized access to CSR information, BellSouth
22 may suspend or terminate service under the time
23 lines proposed by BellSouth.

24

25 *See Joint Petition for Arbitration, Docket No. 040130-TP Staff*
26 *Recommendation (July 21, 2005) at 73-74 and Vote Sheet (Aug. 30,*
27 *2005).*

28

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

32

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

2

3 A. First, this issue is not appropriate for arbitration in this proceeding
4 because it involves a request by MCI that is not encompassed within
5 BellSouth's obligations pursuant to § 251 of the Telecommunications Act
6 of 1996 ("Act"). This is because a request to change records as a result of
7 a merger or acquisition is initiated pursuant to a MCI business decision
8 that is unrelated to any of BellSouth's obligations under the Act. That
9 being said, BellSouth is not opposed to providing this service through the
10 mergers and acquisition process but only if it can recover its costs via a
11 reasonable records change charge.

12

13 BellSouth's Mergers and Acquisition process is available on its
14 interconnection website
15 (http://www.interconnection.bellsouth.com/ma_process/) and is
16 attached as Exhibit ELO-1.

17

18 Q. HOW DOES BELLSOUTH'S PROCESS WORK?

19

20 A. Changes to "LEC Identifiers" by a CLEC that receives services from
21 BellSouth, requires work by BellSouth, at a minimum, in BellSouth's
22 record databases. While there may be no physical change in the
23 associated service, BellSouth still has work steps in making records
24 changes to collocation arrangements and the circuits connected to the
25 collocation arrangements as well as the information in BellSouth's Trunks

1 Integrated Record Keeping System ("TIRKS"), Loop Facilities
2 Administration and Control System ("LFACS"), Switch, Loop Maintenance
3 Operations System ("LMOS"), billing, and other databases.

4
5 Q. ARE CHANGES OF THIS TYPE SIMPLE ADMINISTRATIVE CHANGES
6 THAT ARE NOT UNDULY TIME OR LABOR INTENSIVE?

7
8 A. No. There are numerous services, circuits, collocation arrangements, and
9 other arrangements and assets that must undergo the records changes
10 throughout BellSouth's systems. MCI has at least 75 Access Customer
11 Name Abbreviations ("ACNAs") currently being used. Some of these
12 ACNAs have thousands if not hundreds of thousands of end user
13 accounts. In the event MCI or any CLEC requests to put everything under
14 one roof, each end user account will have to be changed. The work
15 required by BellSouth involves issuing and completing service orders on
16 each account. These records changes are at the request of the CLEC,
17 not BellSouth. As the cost causer, the CLEC should be responsible for
18 the cost of the changes.

19
20 Q. IS THE WORK REQUIRED FOR THIS PROCESS INCLUDED IN THE
21 NON-RECURRING OR RECURRING COST OF THE ASSETS BEING
22 CHANGED?

23
24 A. No. These records changes require work to be performed by BellSouth
25 that generates costs that BellSouth should be permitted to recover.

1 During a merger, acquisition, or whatever activity is precipitating the name
2 change or other records changes, the company or companies involved
3 should consider such costs as part of the business arrangement, and the
4 process permits and even encourages entities to come to BellSouth early
5 and work with BellSouth to understand what costs will be involved in the
6 process. It is not appropriate or fair to require BellSouth to fund the cost
7 of changes of this type.

8

9 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

10

11 A. Yes.

12

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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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