

**BellSouth Telecommunications, Inc.**

333 Commerce Street  
Suite 2101  
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

**Guy M. Hicks**  
General Counsel

615 214 6301  
Fax 615 214 7406

March 28, 2006

VIA HAND DELIVERY

Filed Electronically in Docket Office on 03/28/06

Hon. Ron Jones, Chairman  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37238

Re: *Petition of MCImetro Access Transmission Services, LLC for Arbitration of Certain Terms And Conditions of Proposed Agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996*  
Docket No. 05-00231

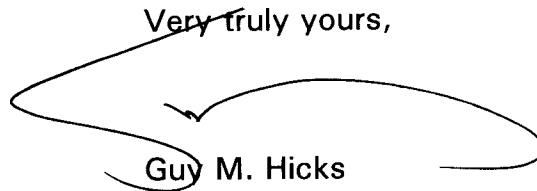
Dear Chairman Jones:

Enclosed are the original and four paper copies of Direct Testimony on behalf of BellSouth by the following witnesses:

Shelley Decker  
Pamela Tipton.

An electronic version of the testimony is being provided to the Authority and counsel of record.

Very truly yours,



Guy M. Hicks

GMH:ch

## CERTIFICATE OF SERVICE

I hereby certify that on March 28, 2006, a copy of the foregoing document was served on the following, via the method indicated:

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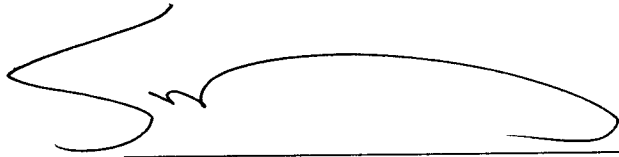
James L. Murphy III  
Boult, Cummings, et al.  
1600 Division Street, Suite 700  
P.O. Box 340025  
Nashville, TN 37203  
[jmurphy@boultcummings.com](mailto:jmurphy@boultcummings.com)

- ☐ Hand
- ☐ Mail
- ☐ Facsimile
- ☒ Overnight
- ☒ Electronic

Dulaney L. O'Roark III  
MCI, Inc.  
Six Concourse Parkway. #600  
Atlanta, GA 30328  
[De.oroark@mci.com](mailto:De.oroark@mci.com)

- ☐ Hand
- ☐ Mail
- ☐ Facsimile
- ☒ Overnight
- ☒ Electronic

Donna Canzano McNulty  
MCI, Inc.  
1203 Governors Sq Blvd., #201  
Tallahassee, FL 32301  
[Donna.mcnulty@mci.com](mailto:Donna.mcnulty@mci.com)



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BELLSOUTH TELECOMMUNICATIONS, INC.  
DIRECT TESTIMONY OF SHELLEY L. DECKER  
BEFORE THE TENNESSEE REGULATORY AUTHORITY  
DOCKET NO. 05-00231  
MARCH 28, 2006

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

A. My name is Shelley L. Decker. I am employed by BellSouth as Senior  
Product Manager for Interconnection Services. My business address is  
675 West Peachtree Street, Atlanta, Georgia 30375.

Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

A. I graduated from Auburn University in Auburn, Alabama, in 1999, with a  
Bachelor of Science in Business Administration. I began employment  
with BellSouth in 2000 in the Interconnection Services Organization as  
a Contract Negotiator. I moved to a position in product management in  
this same organization and now work as a Senior Product Manager for  
Local Interconnection and Switched Access products. In this position, I  
am responsible for development of intercarrier compensation strategy

1 and initiatives, as well as overseeing lifecycle management of certain  
2 Local Interconnection and Switched Access products.

3

4 Q. WHAT IS THE PURPOSE OF YOUR DIRECT TESTIMONY?

5

6 A. The purpose of my testimony is to provide BellSouth's position on  
7 Issues 21 and 22 as described in the Petition for Arbitration, filed, with  
8 the Tennessee Regulatory Authority ("Authority" or "TRA") by MCImetro  
9 Access Transmission Services, LLC ("MCI" or "MCImetro").

10

11 ***Issue 21: For intraLATA toll traffic originated by an ICO, carried over***  
12 ***BellSouth's network and then terminated by MCI: A) what rate is MCI***  
13 ***entitled to charge BellSouth, if at all and B) what records should be used***  
14 ***to bill BellSouth?***

15

16 Q. CAN YOU PLEASE DESCRIBE THE RELATIONSHIP BETWEEN  
17 BELL SOUTH AND THE TENNESSEE ICOS WITH RESPECT TO  
18 INTRALATA TOLL TRAFFIC?

19

20 A. Yes. BellSouth and twenty-four (24) Tennessee Independent  
21 Companies ("ICOs") exchange intraLATA toll traffic pursuant to a  
22 Primary Carrier Plan ("PCP"). Under the PCP, BellSouth functions as  
23 the intraLATA toll provider for traffic originated by certain PCP ICO end  
24 users. In doing so, BellSouth pays the PCP ICO originating switched  
25 access and the PCP ICO bills and collects intraLATA toll charges from

1 its end user and passes this revenue to BellSouth. Thus, under the  
2 PCP, where the end user has not selected another toll provider,  
3 BellSouth acts as the intraLATA toll provider for ICO end users with  
4 BellSouth (1) receiving toll revenue from the PCP ICO end user  
5 pursuant to BellSouth's intraLATA toll tariff rates; and (2) compensating  
6 the originating PCP ICO for the call pursuant to the PCP ICO's  
7 originating switched access rates.

8

9 Q. DO ALL PCP ICO END USERS SELECT BELLSOUTH AS THEIR  
10 INTRALATA TOLL PROVIDER?

11

12 A. No. An ICO could remain a PCP participant, yet could have few, if any,  
13 end users who utilize BellSouth's intraLATA toll services. This is so  
14 because many interexchange carriers, including MCI, provide both  
15 interLATA and intraLATA toll services in ICO territory. Accordingly, a  
16 single PCP ICO may generate a substantial number of MOUs that  
17 BellSouth transits to MCI as local traffic, and only a small number of  
18 MOUs for which BellSouth acts as a toll provider. Thus, the fact that an  
19 ICO remains a PCP participant does not mean that all ICO originated  
20 traffic delivered to MCI from BellSouth is toll traffic.

21 Q. CAN YOU PLEASE DESCRIBE SUBPART (A) OF THE ISSUE?

22

23 A. Yes. The issue relates to the rate that MCI can bill BellSouth for ICO

1 end user traffic switched and transported by BellSouth to MCI for  
2 termination. When BellSouth is the intraLATA toll provider pursuant to  
3 the PCP, the Parties agree that MCI should bill BellSouth the  
4 appropriate terminating switched access rate pursuant to MCI's tariff.  
5 However, MCI also wants to charge BellSouth access charges even  
6 when BellSouth is not the intraLATA toll provider.

7

8 Q. WHAT IS BELLSOUTH'S POSITION AS TO SUBPART (A)?

9

10 A. MCI should only charge BellSouth terminating switched access when  
11 BellSouth is the toll provider for a particular ICO end user pursuant to  
12 the PCP. When BellSouth is not the toll provider and is simply  
13 transiting the call from the ICO to MCI, MCI should not charge  
14 BellSouth anything. Indeed, if BellSouth is transiting a PCP ICO end  
15 user call for which toll charges were not billed to the end user, such a  
16 call would be local in nature (either mandatory extended area service or  
17 optional area calling plan service). Accordingly, MCI must seek any  
18 compensation for terminating the call directly from the ICO for non  
19 PCP-traffic. BellSouth provides industry standard call detail records to  
20 MCI that identifies the ICO in such a scenario.

21

22 Q. CAN YOU PLEASE DESCRIBE THE SUBPART (B) OF THE ISSUE?

23

1     A.     The Parties disagree as to whether MCI's switch recordings provide  
2           MCI with adequate information to determine the volume of ICO  
3           originated and MCI terminated minutes for which BellSouth acted as the  
4           intraLATA toll provider pursuant to the PCP.

5

6     Q.     WHAT IS BELL SOUTH'S POSITION AS TO SUBPART (B)?

7

8     A.     MCI should use the records and toll traffic ratio provided by BellSouth to  
9           bill BellSouth for intraLATA toll traffic originated by a PCP ICO end user  
10          and terminated to MCI. The records and ratio that BellSouth provides  
11          assist the CLEC in determining when BellSouth is actually the toll  
12          provider pursuant to the PCP. MCI switch recordings alone are not  
13          sufficient to generate this information.

14

15    Q.     HOW DO THE RECORDS AND RATIO ASSIST MCI IN CORRECTLY  
16          BILLING BELL SOUTH?

17

18    A.     The records provide MCI with the number of minutes of use ("MOUs")  
19          originated by ICOs, transited by BellSouth, and terminated by MCI. The  
20          ratio is established by comparing the total MOUs generated by an ICO  
21          with the percentage of these MOUs billed by the ICO to BellSouth as  
22          intraLATA toll under the PCP. Accordingly, with the ratio, the parties  
23          can determine what percentage of the total MOUs originated by the ICO

1 and terminated by MCI is toll traffic subject to access charges. Thus,  
2 use of BellSouth's records and ratio will assure that BellSouth will  
3 compensate MCI at its terminating access rate for intraLATA toll calls  
4 and not for local calls where BellSouth merely acts as a transit provider.

5

6 ***Issue 22: How should FX-like or VNXX services offered by MCI to its***  
7 ***customers be treated for intercarrier compensation purposes? If this***  
8 ***traffic is not local, how should it be identified and what rates apply to it?***

9

10 Q. WHAT IS MCI'S POSITION AND CAN YOU COMMENT?

11

12 A. MCI's most recent position as set forth in the revised Issues Matrix filed  
13 on March 3, 2006, is that compensation for VNXX services is currently  
14 at the FCC and that "MCI will not challenge any established state policy  
15 of applying reciprocal compensation...to VNXX traffic." MCI requests  
16 that the Authority "implement the same kind of compensation approach  
17 major ILECs and CLECs have themselves agreed upon." MCI further  
18 suggests the application of a single rate to both Local and ISP-bound  
19 VNXX traffic. Thus, while not entirely clear, it appears that MCI argues  
20 that, where a state commission has issued an order that complies with  
21 MCI's position, i.e., that reciprocal compensation applies to VNXX  
22 traffic, MCI will not object. In situations where a state Authority has  
23 issued an order that is contrary to MCI's position, however, MCI wants  
24 to implement an unknown approach that unidentified "major ILECs and



1 CLECs" have allegedly already agreed upon.

2

3 Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

4

5 A. BellSouth's position is that, regardless of the telephone number that  
6 MCI assigns to its end user, access charges, not reciprocal  
7 compensation, should apply to calls that originate and terminate in two  
8 (2) different LATAs.

9

10 Q. WHAT PROPOSAL HAS BELL SOUTH MADE TO IDENTIFY THESE  
11 CALLS FOR COMPENSATION PURPOSES?

12

13 A. BellSouth proposed that MCI identify the minutes that are originating  
14 from or terminating to telephone numbers assigned by MCI to end  
15 users outside the associated LATA.

16

17 Q. WHY IS IDENTIFICATION OF SUCH CALLS AND MINUTES  
18 NEEDED?

19

20 A. The requested identification of the minutes is necessary so that  
21 BellSouth will not pay reciprocal compensation for non-local calls to  
22 MCI and will receive switched access charges from MCI that BellSouth  
23 is due for interLATA toll calls. Without MCI performing the requested

1 identification, BellSouth has no way to determine the actual originating  
2 location of the call for intercarrier compensation purposes.

3

4 Q. HAS THIS AUTHORITY ADDRESSED THIS ISSUE?

5

6 A. Yes. The Authority ruled<sup>1</sup> that access charges should apply to Virtual  
7 NXX traffic. Specifically, the TRA stated, "that calls to an NPA/NXX in a  
8 local calling area outside the local calling area where the NPA/NXX is  
9 homed shall be treated as intrastate, interexchange toll traffic for  
10 purposes of intercarrier compensation and, therefore, are subject to  
11 access charges."

12

13 Q. HAVE OTHER COMMISSIONS IN BELLSOUTH'S REGION  
14 ADDRESSED THIS ISSUE AND, IF SO, WHAT WAS ORDERED?

15

16 A. Yes. The Georgia Public Service Commission ("GPSC") ruled that the  
17 jurisdiction of virtual NXX or virtual FX traffic should be determined by  
18 the physical end points of the call and not based on the NPA/NXX  
19 assigned to the call. Additionally, the GPSC ruled that reciprocal  
20 compensation should not apply to Virtual FX traffic because these calls

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<sup>1</sup> *Petition for Arbitration of the Interconnection Agreement Between BellSouth Telecommunications, Inc. and Intermedia Communications, Inc. Pursuant to Section 252(b) of the Telecommunications Act of 1996, Docket No. 99-00948, Interim Order of Arbitration Award, page 44. (June 25, 2001).*

1 are terminated in different local calling areas.<sup>2</sup> Specifically, the GPSC  
2 stated, in pertinent part:

3 Determining the nature of Virtual FX traffic based on  
4 the physical location of the callers is consistent with  
5 the end-to-end analysis endorsed by the FCC. The  
6 FCC has stated that “both court and [FCC] decisions  
7 have considered the end-to-end nature of the  
8 communications more significant than the facilities  
9 used to complete such communications.” [citations  
10 omitted]. Application of an end-to-end analysis to  
11 Virtual FX calls focuses on this traffic traveling  
12 between local calling areas, and leads to a conclusion  
13 that reciprocal compensation is not due for these  
14 calls.

15  
16 The Florida Public Service Commission (“FPSC”) has already  
17 addressed this issue and determined that the end points of the call  
18 should determine jurisdiction and that reciprocal compensation should  
19 not apply to interLATA virtual NXX traffic. Specifically, the FPSC stated,  
20 in pertinent part:

21 In addition, we find that intercarrier compensation  
22 for calls to these numbers shall be based upon the  
23 end points of the particular calls. This approach will  
24 ensure that intercarrier compensation will not hinge  
25 on a carrier's provisioning and routing method, or  
26 an end user's service selection. We find that calls  
27 terminated to end users outside the local calling  
28 area in which their NPA/NXXs are homed are not  
29 local calls for purposes of intercarrier  
30 compensation; therefore, we find that carriers shall  
31 not be obligated to pay reciprocal compensation for  
32 this traffic.<sup>3</sup>

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<sup>2</sup> *Generic Proceeding on Point of Interconnection and Virtual FX Issues*, Final Order, page 11, Docket No.13542-U (August 15, 2001)

<sup>3</sup> *Investigation into appropriate methods to compensate carriers for exchange of traffic subject to Section 251 of the Telecommunications Act of 1996*, Docket No. 000075-TP, Order No. PSC-02-1248-FOF-TP (Sept. 10, 2001).

1  
2  
3 In addition, the South Carolina Public Service Commission<sup>4</sup> also found  
4 that access charges should apply to Virtual NXX traffic.  
5

6 Q. HAS MCI PREVIOUSLY AGREED THAT CALLS THAT PHYSICALLY  
7 CROSS A LATA ARE NOT LOCAL?  
8

9 A. Yes. In the prior BellSouth/MCI arbitration proceeding in North  
10 Carolina, (Docket No. P-474, Sub 10), MCI conceded that a call that  
11 crosses LATA boundaries is not local.

12 The Commission notes that its conclusion in the  
13 RAO limiting its decision to calls within a LATA  
14 originated by BellSouth customers to MCI's FX  
15 customers was due primarily to MCI's own  
16 witness' testimony during the hearing. As the RAO  
17 noted, ***MCI's witness Price agreed during cross-***  
18 ***examination at the hearing that a call from a***  
19 ***BellSouth customer in Lenior, North Carolina to***  
20 ***a MCI's FX customer in Denver, Colorado is not***  
21 ***a local call by virtue of the fact that the call***  
22 ***crosses LATA boundaries.*** Further, witness  
23 Price stated that MCI would be ***willing to agree***  
24 ***to never assign an NPA/NXX code to a***  
25 ***customer physically located outside of the***  
26 ***LATA*** if it would resolve the issue.  
27

28 See *Order Ruling On Objections*, Docket No. P-474, Sub 10 at 28 (Aug.  
29 2, 2001) (emphasis added).

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<sup>4</sup> *Petition of Adelphia Business Solutions of South Carolina, Inc. for Arbitration of an Interconnection Agreement with BellSouth Telecommunications, Inc. Pursuant to Section 252(b) of the Communications Act of 1934, as Amended by the Telecommunications Act of 1996*, Docket No. 2000-516-C, Order No. 2001-045 (January 16, 2001).

1

2       Based on this admission, it is clear that BellSouth and MCI should  
3       agree that virtual NXX and FX-like calls should be subject to access  
4       charges for intercarrier compensation purposes. Nevertheless, MCI  
5       continues to arbitrate this issue.

6

7   Q.    DOES THIS CONCLUDE YOUR TESTIMONY?

8

9   A.    Yes.

10

11   DM#611202v1

1                                   BELLSOUTH TELECOMMUNICATIONS, INC.  
2                                   DIRECT TESTIMONY OF PAM TIPTON  
3                                   BEFORE THE TENNESSEE REGULATORY AUTHORITY  
4                                   DOCKET NO. 05-00231  
5                                   MARCH 28, 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.    PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.  
18  
19   A.    I received a Bachelor of Arts in Economics from Agnes Scott College in  
20           1986, and a Masters Certification in Project Management from George  
21           Washington University in 1996. I have over 18 years experience in  
22           telecommunications, with my primary focus in the areas of process  
23           development, services implementation, product management,  
24           marketing strategy and regulatory policy implementation. I joined  
25           Southern Bell in 1987, as a manager in Interconnection Operations,

1 holding several roles over a 5-year period including process  
2 development and execution, quality controls and services  
3 implementation. In 1994, I became a Senior Manager with  
4 responsibility for End User Access Services and implementation of  
5 Virtual and (later) Physical Collocation. In 2000, I became Director,  
6 Interconnection Services, responsible for development and  
7 implementation of UNE products, and later development of marketing  
8 and business strategies. In June 2003, I became responsible for  
9 implementation of state and federal regulatory mandates for Local and  
10 Access markets, the development of regulatory strategies and the  
11 management of the switched services product portfolio. I assumed my  
12 current responsibilities on August 1, 2005.

13

14 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

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16 A. The purpose of my testimony is to provide BellSouth's position for the  
17 remaining, unresolved policy issues identified in the Petition for  
18 Arbitration filed with the Tennessee Regulatory Authority ("TRA" or  
19 "Authority") by MCI Access Transmission Services, LLC ("MCI").

20

21 Q. HOW IS YOUR DIRECT TESTIMONY ORGANIZED?

22

23 A. First, I will list the remaining, unresolved items contained in the March  
24 3, 2006 issues matrix jointly filed by the parties along with the witnesses  
25 that will address each of these issues. Second, for those issues that I

1 address, I will provide the issue statements from the March 3, 2006  
2 Issues Matrix, along with BellSouth's positions on these items.

3

4 Q. PLEASE IDENTIFY BELLSOUTH'S WITNESSES AND THE  
5 UNRESOLVED ISSUES THEY ADDRESS IN THEIR DIRECT  
6 TESTIMONY.

7

8 A. The chart below identifies the BellSouth witnesses and the unresolved  
9 issues they address in whole or in part in their Direct Testimony:

10

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

11

12 Q. DO YOU HAVE ANY PRELIMINARY COMMENTS?

13

14 A. Yes. Although Issue 17 does not appear in the table above, it has been  
15 incorporated in Issue 22 by joint agreement. In addition, there are  
16 unresolved issues in this arbitration that have underlying legal  
17 arguments. Because I am not an attorney, I am not offering a legal  
18 opinion on these issues. I respond to these issues purely from a policy  
19 perspective. BellSouth will address all legal arguments in its post-  
20 hearing brief.

21

22



## ISSUE 12

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

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

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

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

A. Yes. This issue involves the situation where MCI provides a PBX or PBX-like service to its end user and there is a call for emergency services at some point behind the MCI PBX. A good example would be the situation where there is an office campus, consisting of several buildings, all served by the same PBX. If someone on that campus dials "911," BellSouth offers a service that identifies the exact physical location of the call in the multi-building environment served by the PBX.

1 BellSouth provides this service to its own retail end user customers  
2 through its PinPoint service and voluntarily offers the same service to  
3 its wholesale customers, like MCI, via its PBX Locate Service. Both  
4 products allow emergency personnel to locate the specific PBX station  
5 (e.g. in a campus/hotel/hospital environment) from which a 911 call was  
6 originated.

7

8 Q. PLEASE DESCRIBE THE DISPUTE BETWEEN THE PARTIES?

9

10 A. The issue for the Authority's consideration is not whether or how  
11 BellSouth should provide its PBX Locate service; instead, it is a liability  
12 issue. That is, the issue is whether MCI should be subject to essentially  
13 the same indemnification terms and conditions that BellSouth's PinPoint  
14 retail customers are subject to when MCI purchases BellSouth's PBX  
15 Locate service.

16

17 Q. DOES BELLSOUTH HAVE A SECTION 251 OBLIGATION TO  
18 PROVIDE PBX-LOCATE SERVICE?

19

20 A. No. BellSouth does not have a Section 251 obligation to provide PBX  
21 Locate Service.

22

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

24

25 A. BellSouth is already fulfilling its on-going obligation to provide

1 Competitive Local Exchange Carriers ("CLECs") with access to its 911  
2 database. MCI has no legal right to receive, as part of BellSouth's  
3 obligation to provide 911 services on an unbundled basis, the specific  
4 PBX Locate Service. BellSouth voluntarily makes available to MCI its  
5 PBX Locate Service, which is identical to BellSouth's retail product,  
6 PinPoint. Because PinPoint is a retail offering that BellSouth provides  
7 to its wholesale customers through PBX Locate Service, MCI should  
8 obtain PBX Locate Service pursuant to the same terms and conditions  
9 that apply to BellSouth's retail customers for PinPoint pursuant to its  
10 tariff, including the retail customers' indemnification obligations. In  
11 other words, BellSouth should not be compelled, as MCI is attempting  
12 to do, to put MCI in a better position than BellSouth's end users.

13

14 Q. CAN YOU ADDRESS MCI'S OBJECTION TO BELL SOUTH'S  
15 PROPOSED LANGUAGE?

16

17 A. It appears that MCI's objection to BellSouth's language and position is  
18 that MCI should not be required to indemnify BellSouth for its own  
19 negligence for claims brought by third parties. However, BellSouth's  
20 retail PinPoint customers are subject to an almost identical obligation.  
21 See BellSouth GSST at § A13.27.8(B)(10-11), attached hereto as  
22 Exhibit PAT-1. This indemnification obligation and the requested  
23 obligation here both simply recognize that 911 service providers should  
24 be protected from liability.

25

1 Q. DOES MCI HAVE GENERAL LIMITATION OF LIABILITY LANGUAGE  
2 IN ITS TENNESSEE TARIFFS THAT LIMITS ITS EXPOSURE TO  
3 CLAIMS BY THIRD PARTIES WHO ARE NOT MCI CUSTOMERS IN  
4 THE PROVISION OF 911 SERVICES?

5  
6 A. Yes. In its Tennessee *Local Exchange Service* tariff<sup>1</sup>, MCI includes a  
7 limitation of liability statement with respect to Emergency Number 911  
8 Service that specifically limits its liability for claims made by third parties  
9 who are not MCI customers:

10  
11 This service is offered solely as an aid in handling  
12 assistance calls in connection with fire, police and  
13 other emergencies. The Company is not responsible  
14 for any losses, claims, demands, suits or any liability  
15 whatsoever, whether suffered, made, instituted or  
16 asserted by the Customer or by any other party or  
17 person for any personal injury to or death of any  
18 person or persons and for any loss, damage or  
19 destruction of any property, whether owned by the  
20 Customer or others, caused or claimed to have been  
21 caused by: (1) mistakes, omissions, interruptions,  
22 delays, or errors or other defects in the provision of  
23 this service, or (2) installation, operation, failure to  
24 operate, maintenance, removal, presence, condition,  
25 location or use of any equipment and facilities  
26 furnishing this service.

27  
28 Thus, even MCI recognizes in its own tariffs the need to limit its  
29 exposure to claims from third parties in the provision of 911 services.  
30 BellSouth, as a wholesale supplier to MCI, is merely seeking the same  
31 protection.

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<sup>1</sup> See MCI Tennessee *Local Exchange Service*, T.R.A. Tariff No. 2 at Section 2.1.4.14(a)

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**ISSUE 26**

***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, it should be at rates, terms, and conditions contained in a separately negotiated agreement, or, in the absence of such an agreement, pursuant to BellSouth's Transit Traffic Service Tariff (GSST A37)<sup>2</sup>. With transit traffic, 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.<sup>3</sup>

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<sup>2</sup> BellSouth notes that while its Transit Traffic Service Tariff was approved by the TRA with an effective date of March 2, 2005, BellSouth has agreed to voluntarily suspended application of the tariff to certain companies, subject to true-up, pending resolution of issues in an arbitration proceeding involving those companies (TRA No: 03-00585). Notwithstanding this action, BST has continued to issue statements of charges to those carriers for accrual purposes.

<sup>3</sup> 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. PLEASE EXPLAIN WHY BELL SOUTH IS NOT REQUIRED TO ACT  
2 AS A TRANSIT SERVICES PROVIDER FOR CLECS OR ANY OTHER  
3 CARRIERS.

4  
5 A. The FCC has pronounced that, “[t]o date, the Commission’s rules have  
6 not required incumbent LECs to provide transiting.” *TRO* at ¶ 534, n.  
7 1640. Similarly, in its *Virginia Opinion and Order*, the Wireline  
8 Competition Bureau of the FCC acknowledged that the FCC has never  
9 imposed a duty to provide transit services, stating as follows:

10  
11 We reject AT&T’s proposal because it would  
12 require Verizon to provide transit service at  
13 TELRIC rates without limitation. While Verizon as  
14 an incumbent LEC is required to provide  
15 interconnection at forward-looking cost under the  
16 Commission’s rules implementing section  
17 251(c)(2), the Commission has not had occasion to  
18 determine whether incumbent LECs have a duty to  
19 provide transit service under this provision of the  
20 statute, nor do we find clear Commission precedent  
21 or rules declaring such a duty. In the absence of  
22 such a precedent or rule, we decline, on delegated  
23 authority, to determine for the first time that Verizon  
24 has a section 251(c)(2) duty to provide transit  
25 service at TELRIC rates. Furthermore, any duty  
26 Verizon may have under 251(a)(1) of the Act to  
27 provide transit service would not require that  
28 service to be priced at TELRIC.

29

30 *Id.* at ¶ 117 (emphasis added).

31

32 The Wireline Competition Bureau subsequently reaffirmed these  
33 principles in denying AT&T’s request for reconsideration, wherein it

1 found that (1) it “did not find that Verizon had a legal obligation to  
2 provide transit service at TELRIC”; and (2) it “did not agree with AT&T’s  
3 assertion that the Virginia Commission would have been required to  
4 agree with AT&T that Verizon must provide transit service under the  
5 Act, nor do we agree that the Bureau was required to so conclude.”<sup>4</sup>  
6

7 Even prior to the *Virginia Arbitration Order*, the FCC refused to find that  
8 BellSouth had an obligation to provide its transit service at TELRIC.  
9 Specifically, in granting BellSouth’s Tennessee 271 application, the  
10 FCC stated: “To the extent that NuVox’s arguments apply to  
11 BellSouth’s pricing of transit trunks, we note that the Commission has  
12 not had occasion to determine whether incumbent LECs have a duty to  
13 provide transit service under section 251(c)(2), and we do not find clear  
14 Commission precedent or rules declaring such a duty. We therefore do  
15 not find a violation of checklist item 1 in connection with BellSouth’s  
16 provision of transit trunks.”<sup>5</sup>  
17  
18  
19  
20

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<sup>4</sup> *In the Matter of Petition of WorldCom, Inc. Pursuant to Section 252(E)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation*, CC Docket No. 00-251, 19 F.C.C.R. 8467 (May 14, 2004).

<sup>5</sup> *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 BELL SOUTH'S REGION  
2 RECENTLY ADDRESSED THIS ISSUE?

3  
4 A. Yes. The TRA has previously approved non-TELRIC, market-based  
5 rates for transit traffic in tariffs and interconnection agreements.<sup>6</sup> In  
6 addition, several other state commissions have agreed with BellSouth.  
7 For instance, the Georgia Public Service Commission ("Georgia  
8 Commission") determined that BellSouth does not have to provide the  
9 transit function at TELRIC and has ordered CLECs to pay a non-  
10 TELRIC transit intermediary charge ("TIC") of \$.0025 as an interim  
11 rate.<sup>7</sup> Similarly, the Florida Commission addressed this issue in the  
12 Florida Joint Petitioner arbitration proceeding and found that "a TELRIC  
13 rate is inappropriate because transit service is not a § 251 UNE."<sup>8</sup> An  
14 arbitration panel duly appointed by the Mississippi Public Service  
15 Commission ruled that, "...there is no support for the proposition that  
16 BellSouth must provide this transit function under Section 251.  
17 Accordingly, we adopt BellSouth's position and language for this  
18 issue."<sup>9</sup>

---

<sup>6</sup> See TRA Docket No. 04-00380 *BellSouth Tariff Filing to Introduce Transit Traffic Service*, and Docket No. 06-0001 *Petition for Approval of the Wireless Traffic Exchange Agreement Between TDS Telecom and T-Mobile USA, Inc.*

<sup>7</sup> 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).

<sup>8</sup> See Florida Public Service Commission *Final Order Regarding Petition for Arbitration*, Docket No. 040130-TP, issued October 11, 2005 at p52.

<sup>9</sup> 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



1

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

10

11   Q.    BECAUSE BELL SOUTH HAS NO SECTION 251(C) OBLIGATION TO  
12        PROVIDE ITS TRANSIT SERVICE, IS A TOTAL ELEMENT LONG  
13        RUN INCREMENTAL COST ("TELRIC") RATE APPROPRIATE?

14

15   A.    No. The Federal Communications Commission ("FCC") in the *TRO*  
16        made it clear that "section 252(d)(1) is quite specific [in] that it only  
17        applies for the purposes of implementation of section 251(c)(3) –  
18        meaning only where there has been a finding of impairment with regard  
19        to a given network element." *TRO* at ¶ 657. The D.C. Circuit affirmed  
20        this TELRIC limitation in *USTA II*, wherein it held: ". . . we see nothing  
21        unreasonable in the Commission's decision to confine TELRIC pricing

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"...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 seeks 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 to instances where it has found impairment.”<sup>10</sup> Thus, because  
2 BellSouth has no Section 251(c) obligation to provide its transit service,  
3 the TRA has no authority to order that it must be priced at TELRIC.  
4

5 Q. ARE CLECs REQUIRED TO USE BELLSOUTH'S TRANSIT  
6 SERVICE?  
7

8 A. No. CLECs can connect directly with other carriers in order to  
9 exchange traffic. They do not need BellSouth to pass such traffic for  
10 them. For whatever efficiencies they gain, many CLECs have elected  
11 to have BellSouth perform a transit traffic function for them. CLECs that  
12 elect to have BellSouth perform this function should negotiate the rates,  
13 terms, and conditions of transit traffic in a separate agreement.  
14

15 Q. WHEN PERFORMING A TRANSIT FUNCTION, DOES BELLSOUTH  
16 INCUR COSTS THAT ARE NOT ADDRESSED BY THE TELRIC  
17 RATES ORDERED BY THE AUTHORITY?  
18

19 A. Yes. BellSouth incurs costs in sending records to the terminating  
20 carrier identifying the originating carrier, the costs of ensuring that  
21 BellSouth is not being billed for a third-party's transit traffic, and the  
22 costs that BellSouth has incurred and continues to incur due to disputes  
23 arising from the failure on the part of the CLECs to enter into traffic

---

<sup>10</sup>*United States Telecom Association v. FCC*, 359 F.3d 554 (D.C. Cir. 2004) at 589 (“*USTA II*”).

1 exchange arrangements with terminating carriers. BellSouth does not  
2 currently charge the CLECs for these records and does not recover  
3 those costs in any other manner.

## 4 5 **ISSUE 32**

6  
7 **Issue No. 32: What charges, if any, should be imposed for records**  
8 **changes made by the Parties to reflect changes in corporate names or**  
9 **other LEC identifiers such as OCN, CC, CIC and ACNA?**

10  
11 Q. WHAT IS BELL SOUTH'S POSITION ON ISSUE 32?

12  
13 A. First, this issue is not appropriate for arbitration in this proceeding  
14 because it involves a request by MCI that is not encompassed within  
15 BellSouth's obligations pursuant to § 251 of the Act. This is because a  
16 request to change records as a result of a merger or acquisition is  
17 initiated pursuant to a MCI business decision that is unrelated to any of  
18 BellSouth's obligations under the Act. That being said, BellSouth is not  
19 opposed to providing this service through the mergers and acquisition  
20 process. However, BellSouth must be able to recover its costs via a  
21 reasonable records change charge. BellSouth's Mergers and  
22 Acquisitions Team will provide the rates to a CLEC upon request that is  
23 involved in, or planning for, a merger or acquisition based on the  
24 products and services involved.

1 BellSouth's Mergers and Acquisition process is available on its  
2 interconnection website  
3 ([http://www.interconnection.bellsouth.com/ma process/](http://www.interconnection.bellsouth.com/ma_process/)) . I have  
4 attached the document to my testimony as Exhibit PAT-2.  
5

6 Q. HOW DOES BELLSOUTH'S PROCESS WORK?  
7

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

19 Q. ARE CHANGES OF THIS TYPE SIMPLE ADMINISTRATIVE  
20 CHANGES THAT ARE NOT UNDULY TIME OR LABOR INTENSIVE?  
21

22 A. No. There are numerous services, circuits, collocation arrangements,  
23 and other arrangements and assets that must undergo the records  
24 changes throughout BellSouth's systems. MCI has at least 75 Access  
25 Customer Name Abbreviations ("ACNAs") currently being used. Some

1 of these ACNAs have thousands if not hundreds of thousands of end  
2 user accounts. In the event MCI or any CLEC requests to put  
3 everything under one roof, each end user account will have to be  
4 changed. The work required by BellSouth involves issuing and  
5 completing service orders on each account. These records changes  
6 are at the request of the CLEC, not BellSouth. As the cost causer, the  
7 CLEC should be responsible for paying a reasonable charge for these  
8 changes.

### 10 **ISSUE 33**

#### 12 ***Issue 33: How Should The Rate For The Calculation Of Late Payments*** 13 ***Be Determined?***

15 Q. WHAT IS BELL SOUTH'S POSITION ON ISSUE 33?

17 A. The rate for calculation of late payment charges should be determined  
18 by the service provider based on current market and/or industry  
19 conditions and must be bound by applicable law regarding late payment  
20 charges. BellSouth applies late payment charges to its retail and  
21 wholesale customers on a non-discriminatory basis, compliant with  
22 applicable law. Thus, the late payment charge rates are set forth in  
23 BellSouth's tariffs so that the rates are equally available and accessible  
24 to all of BellSouth's customers. So long as the rate charged by  
25 BellSouth is within the parameters reflected in state law, BellSouth, as a  
26 business, should have the flexibility and the right to adjust its late

1 payment charges as conditions in the economy and the  
2 telecommunications market warrant. It is unnecessary and  
3 unwarranted to include a late payment pricing table in the Agreement.  
4 To do so could result in discriminatory rates being applied to only  
5 certain customers, in this case, MCI.

6

7 Q. WHAT IS MCI'S POSITION ON THIS ISSUE?

8

9 A. MCI's position seems to suggest that late payment charges for each  
10 state must be set forth in the agreement and capped at 18%, or  
11 applicable law, whichever is less. As I have stated above, BellSouth  
12 agrees that the late payment charges are capped by applicable law;  
13 however, it is unnecessary and inappropriate for state-specific late  
14 payment charges to be set forth in the Agreement or that BellSouth be  
15 required to apply a late payment charge that is less than the law allows.

16

17 Q. WHAT IS MCI'S APPARENT OBJECTION TO BELLSOUTH'S  
18 PROPOSAL?

19

20 A. MCI's objection to BellSouth's proposal appears to be that it believes  
21 BellSouth will have the unilateral ability to change the applicable late  
22 payment charge for services purchased under the agreement. MCI  
23 should not have this concern, however, because any modifications to  
24 BellSouth's late payment charges set forth in BellSouth's tariffs are  
25 subject to the Authority's approval and must comply with applicable law.

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Additionally, in the event BellSouth attempts to revise its late payment charge in its tariff to a rate that MCI opposes, MCI can raise any concerns about the proposed change at the time the tariff is filed. Thus, there are sufficient checks and balances in place that protect MCI.

Q. WHY DOES BELL SOUTH BELIEVE THAT IT IS NOT NECESSARY, OR PROPER, FOR THE AUTHORITY TO REQUIRE THAT THE INTERCONNECTION AGREEMENT INCLUDE SPECIFIC LATE PAYMENT CHARGE RATES?

A. First and foremost, BellSouth's late payment charges vary, by state, due to differing regulatory factors and primarily because the specific rates and structure of late payment charges may be specifically mandated pursuant to state law. Further, BellSouth cannot administer customer-specific late payment charges but, instead, applies such charges on a non-discriminatory basis for all of its customers (retail or wholesale) based on the type of service requested. Adoption of any other late payment charge structure will result in MCI being charged different late payment charges than the Authority has determined is acceptable for Tennessee consumers.

## ISSUE 34

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

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

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

Q. PLEASE PROVIDE SUPPORT FOR YOUR POSITION.

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



1 Q. WHY SHOULD MCI PAY ALL UNDISPUTED AMOUNTS THAT  
2 BECOME PAST DUE AFTER RECEIVING NOTICE OF  
3 NONPAYMENT?  
4

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

15 Again, this situation only arises when a CLEC fails to fulfill its most  
16 fundamental contractual obligation—paying for the services it receives  
17 in a timely manner. BellSouth has the right and responsibility to protect  
18 itself from the higher risk associated with non-payment by ensuring that  
19 customers are not allowed to increase the likelihood of bad debt.  
20

21 Q. IS THERE ANY GUESSWORK INVOLVED WITH BELL SOUTH'S  
22 POSITION?  
23

24 A. No. A CLEC that fails to timely pay undisputed amounts that are past  
25 due is provided with a (i) written notice of the amount that must be paid

1 to avoid suspension or termination; and (ii) a spread sheet (also known  
2 as an aging report) that shows, by billing account number, the current  
3 amount owed, the past due amount owed, disputed amounts, and for  
4 the CLECs' convenience, the total amount that has or will become due,  
5 less disputed and current charges. Additionally, the CLEC and  
6 BellSouth are in constant communication during the cure period  
7 regarding the nonpayment of past due amounts. Thus, there is no  
8 guesswork by the CLEC regarding how much has to be paid in order to  
9 avoid suspension or termination.

10

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

14

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

1

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

4

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

12

13 Q. CAN YOU ADDRESS MCI'S CONCERN THAT, WITH BELLSOUTH'S  
14 PROPOSAL, BELLSOUTH COULD TERMINATE ALL OF MCI'S  
15 SERVICE FOR NONPAYMENT OF A MINOR AMOUNT THAT WAS  
16 OVERLOOKED BY MISTAKE?

17

18 A. MCI's primary rationale for its position is not based in fact or the  
19 experiences of the parties, which definitively establishes that BellSouth  
20 and MCI are in constant contact regarding the payment of bills;  
21 BellSouth and MCI work together to make sure bills and accounts are  
22 reconciled and paid; and BellSouth would not terminate all of MCI's  
23 services for nonpayment of a minor amount that was overlooked by  
24 mistake. Accordingly, MCI's concern rings hollow.

25

1 Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?

2

3 A. Yes.

4

5 DM # 626950

6

7

OFFICIAL APPROVED VERSION, RELEASED BY BSTHQ

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
TENNESSEE

## GENERAL SUBSCRIBER SERVICES TARIFF

Fourth Revised Page 47.0.2  
Cancels Third Revised Page 47.0.2

ISSUED: January 6, 2005  
BY: President - Tennessee  
Nashville, Tennessee

EFFECTIVE: January 26, 2005

**A13. MISCELLANEOUS SERVICE ARRANGEMENTS****A13.27 Emergency Reporting Services (Cont'd)****A13.27.6 Wireless E911 Phase 2 (Cont'd)****E. Wireless E911 Phase 2 Service**

This service is comprised of two components, Extended ALI Display Format and ALI Database Upgrade for Wireless Phase 2. Both components are required for implementation of this service.

**1. Extended ALI Display Format**

The PSAP's Automatic Location Identification (ALI) display format must be changed to the BellSouth Extended ALI Display Format to accommodate the longitude and latitude, or x,y coordinates. The provision and delivery of the x,y information to the PSAP requires an E2 interface between the ALI database and the WSP's Mobile Position Center (MPC)/Gateway Mobile Location Center (GMLC). The provisioning of the E2 interface is the responsibility of the WSP.

**2. ALI Database Upgrade For Wireless Phase 2**

The ALI Database Upgrade For Wireless Phase 2 enables the PSAP to query and retrieve wireless caller location information from the Company's Automatic Location Identification (ALI) database. Location information may include cell site sector location, longitude and latitude of the wireless caller's location, and the wireless caller's callback number (CBN). This upgrade will enable the necessary interfaces, software, and databases to permit the wireless caller's location information to be populated in the Company's ALI database and/or retrieved when queried by the customer's PSAP equipment.

**F. Rates and Charges****1. Per PSAP**

	Nonrecurring Charge	Monthly Rate	USOC
(a) Enhanced MF Signaling, per PSAP	\$-	\$-	XTAMF
(b) Extended ALI Display Format, per PSAP	2,200.00	-	XTAL2
(c) ALI Database Upgrade For Wireless Phase 2, per PSAP	-	190.00	XTAP2

**A13.27.7 The Tellabs<sup>1</sup> 291 Emergency Alerting System**

(Obsoleted, See A113.27.7)

**A13.27.8 BellSouth 9-1-1 PinPoint Service****A. General**

1. BellSouth 9-1-1 PinPoint Service allows a Private Branch Exchange (PBX) switch located on a customer's premises to be trunked directly into an E911 tandem office, delivering the telephone number and location of the PBX end user to the appropriate Public Safety Answering Point (PSAP). (T)
2. 9-1-1 PinPoint service is available with BellSouth Primary Rate ISDN (PRI) or 9-1-1 Pinpoint Service Local channels as described in this section. 9-1-1 Pinpoint Service Local Channels are not required if using BellSouth PRI service. (T)

**B. Regulations**

1. BellSouth 9-1-1 PinPoint Service is furnished subject to the availability of facilities. (T)
2. Automatic Number Identification (ANI) which is passed to the Company's E911 tandem office by the PBX switch is read, processed and utilized in the manner as if it is provided by any other serving end office in the Company's E911 system.
3. The emergency agency serving the area may also be involved to update the Master Street Address Guide (MSAG) and to determine the method in which emergency calls from BellSouth 9-1-1 PinPoint Service locations will be handled. (T)
4. The following specifications must be met when provisioning this service: (T)
  - a. Subscribers to BellSouth 9-1-1 PinPoint Service must meet all BellSouth technical specifications.
  - b. The PBX switch must be able to transmit ANI using multi-frequency signals. This may require the retro-fitting of existing PBX switches with interfaces which will work with the Company's E911 system.

**Note 1:** Copyright of Tellabs, Inc.

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TELECOMMUNICATIONS, INC.  
TENNESSEE  
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Nashville, Tennessee

## GENERAL SUBSCRIBER SERVICES TARIFF

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**A13. MISCELLANEOUS SERVICE ARRANGEMENTS****A13.27 Emergency Reporting Services (Cont'd)****A13.27.8 BellSouth 9-1-1 PinPoint Service (Cont'd)****B. Regulations (Cont'd)**

4. The following specifications must be met when provisioning this service: (cont'd)
  - c. The PBX switch owner/operator must supply the Company with the initial telephone number-to-address data as well as periodic updates.
  - d. 9-1-1 PinPoint Service is configured on a "per account" basis. All telephone numbers on a BellSouth Direct Inward Dial (DID) or Primary Rate ISDN (PRI) account equipped with 9-1-1 PinPoint Service must be provisioned with 9-1-1 PinPoint Service. The Customer cannot randomly select which telephone numbers on an account will have the Service. (N)
  - e. Users of 9-1-1 PinPoint Service are prohibited from provisioning PBX station numbers outside the boundary of the E9-1-1 tandem serving the physical address of the main PBX location. 9-1-1 calls from any telephone numbers provisioned outside the boundary of the serving E9-1-1 tandem would be routed to an incorrect PSAP with no location information. An alternative arrangement could involve PRI terminations from multiple central offices to accommodate a wider geographic area. In that configuration, no PBX station numbers can be provisioned at addresses outside the boundary of the tandem serving the PRI host. The subscribing 9-1-1 PinPoint Service customer is responsible for ensuring that 9-1-1 PinPoint Service is provisioned in a compliant configuration that will ensure that 9-1-1 calls are routed correctly with the correct location information. (T)
  - f. The PBX switch must employ BellSouth Direct Inward Dial (DID) or BellSouth PRI station numbers. If the PBX is serving subscribers with multiple NPAs, a unique PBX trunk group will be needed for each NPA (whether it be 9-1-1 PinPoint Service Local Channels or PRI). *9-1-1 PinPoint Service is not available on Centrex or "Centrex-like" station numbers.* (C)
  - g. It will be the responsibility of the vendor or PBX operator to maintain the data pertaining to each extension operating under such system. (T)
5. The PBX switch owner/operator must install a minimum of two private E911 local channels (except for PRI) with the following specifications:
  - a. This voice grade local channel provides for a communications path between the demarcation point at the customer premises and the serving E911 tandem.
  - b. The PBX switch owner/operator is responsible for determining that their terminal equipment is compatible with this local channel.
  - c. Supervision on this 9-1-1 PinPoint Service local channel will be loop reverse battery. The battery source is located in the Company's network and will be a nominal -48V (-42.75V to -56.5V dc). (T)
  - d. The PBX will signal an off hook (or seizure) by providing a loop closure across tip and ring with a maximum resistance of 670 ohms. The Company's serving E911 tandem office will instruct the PBX to forward the called digits "911" or "11" with a momentary battery reversal (wink). The E911 tandem will instruct the PBX to send the calling station's number (ANI) information with a battery reversal (off hook).
  - e. Additional regulations may be applicable as described in Section B3. of the Company's Private Line Services Tariff.
  - f. Required network interfaces are located in Section A14. of this Tariff.
6. Service charges, as specified in Section A4. of this Tariff, are applicable.
7. General Regulations located in Section A2. of this Tariff will also apply to this service offering.
8. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies and does not create any relationship or obligation, direct or indirect, to any person other than the customer contracting for BellSouth 9-1-1 PinPoint Service. The provision of BellSouth 9-1-1 PinPoint Service by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the customer. (T)
9. The rates charged for BellSouth 9-1-1 PinPoint Service do not contemplate the constant monitoring or inspection of facilities to discover errors, defects and malfunctions in the service, nor does the Company undertake such responsibility. The customer shall make such operational tests as, in the judgment of the customer, are required to determine whether the service is functioning properly for its use. The customer shall promptly notify the Company in the event the service is not functioning properly. (T)

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
TENNESSEE  
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GENERAL SUBSCRIBER SERVICES TARIFF

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**A13. MISCELLANEOUS SERVICE ARRANGEMENTS**

**A13.27 Emergency Reporting Services (Cont'd)**

**A13.27.8 BellSouth 9-1-1 PinPoint Service (Cont'd)**

**B. Regulations (Cont'd)**

10. The Company's entire liability to any person for the interruption or failure of BellSouth 9-1-1 PinPoint Service shall be limited to the terms set forth in this Section and other Sections of this Tariff. The Company shall neither be liable for damages resulting from or in connection with its provision of BellSouth 9-1-1 PinPoint Service to any customer subscribing to BellSouth 9-1-1 PinPoint Service or any person accessing or using BellSouth 9-1-1 PinPoint Service and nor shall the Company be liable for its provision of any telephone number, address, or name to any entity providing 911 service or to a public safety answering point, unless the Company acted with malicious purpose or in the manner exhibiting wanton and willful disregard of safety or property in providing such services. (T)
11. Each customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of BellSouth 9-1-1 PinPoint Service features and the equipment associated therewith, or by any services which are or may be furnished by the Company in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 services using BellSouth 9-1-1 PinPoint Services hereunder, and which arise out of the negligence or other wrongful act of the Company, the Customer, its user agencies or municipalities or employees or agents of any one of them. (T)
12. Each Customer is responsible for assuring that its authorized users comply with the provisions of these terms and the tariffs and that unauthorized persons do not gain access to or use the Services through user names, passwords, or other identifiers assigned to the Customer pursuant to these terms. Specifically, each Customer must keep user IDs, passwords, and any security token(s) that may be provided secure from use by any unauthorized individual. The Customer shall also not use the Services in any way that would be or would assist any third party to be in violation of any law or these terms. Each Customer shall comply with all applicable laws, rules, and regulations in connection with the services. Finally, the Customer shall provide such information and assistance as are reasonably requested by BellSouth for purposes of facilitating BellSouth's provision of services to the Customer. (N)
13. When an order for BellSouth 9-1-1 PinPoint Service and facilities or requests for additions, rearrangements, relocations or modifications or service and equipment are canceled in whole or in part, the customer may be required to reimburse the Company for all expenses incurred in handling the requests before notice of cancellation is received. Such charges, however, are not to exceed all charges which would apply if the work involved in complying with the request had been completed. (T)
14. When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the subscriber or the failure of the facilities provided by the subscriber, a pro rata adjustment of the fixed monthly charges involved will be allowed as covered by Section A2. of this Tariff. (T)
15. In the event of any interruption of the service, the Company shall not be liable to any person, corporation or other entity for any loss or damage in an amount greater than an amount equal to the pro rata allowance of the tariff rate for the service or facilities provided to the customer for the time such interruption continues, after notice to the Company. No allowance shall be made if the interruption is due to the negligence or willful act of the customer of the service. (T)
16. Other Rules and Regulations located in A13.27.5. preceding will also apply to this service offering as appropriate (M)

Material previously appearing on this page now appears on page(s) 47.3 of this section.

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OFFICIAL APPROVED VERSION, RELEASED BY BSTHQ

BELLSOUTH  
TELECOMMUNICATIONS, INC.  
TENNESSEE  
ISSUED: January 6, 2005  
BY: President - Tennessee  
Nashville, Tennessee

GENERAL SUBSCRIBER SERVICES TARIFF

Third Revised Page 47.3  
Cancels Second Revised Page 47.3

EFFECTIVE: January 26, 2005

**A13. MISCELLANEOUS SERVICE ARRANGEMENTS**

**A13.27 Emergency Reporting Services (Cont'd)**

**A13.27.8 BellSouth 9-1-1 PinPoint Service (Cont'd)**

**C. Payment Schedules**

1. General

BellSouth 9-1-1 PinPoint Service is offered for a 60 month contract period at the rates and charges indicated in this sub-section.

2. Transfer of Contract

Service may be transferred to a new subscriber at the same location upon prior written concurrence by the new subscriber as specified in Section A2. of this Tariff.

3. Deferred Payment

Nonrecurring charges may be deferred or installment billed as specified in Section A2. of this Tariff.

4. Prepayment

Recurring charges may be prepaid as specified in Section A2. of this Tariff.

5. Moves of Service

a. When the PBX owner/operator moves BellSouth 9-1-1 PinPoint Service:

- (1) 60 month rates in effect will continue uninterrupted.
- (2) BellSouth 9-1-1 PinPoint Service nonrecurring charges do not apply.
- (3) BellSouth 9-1-1 PinPoint Service local channel charges apply as appropriate.

**D. Rates and Charges**

1. BellSouth 9-1-1 PinPoint Service

a. Installation Charge

(1) Per Customer

	Nonrecurring Charge	Monthly Rate	USOC
(a) Up to 1,000 station records, per customer	\$3,600.00	-	E8YN1
(b) 1,001 to 4,000 station records, per customer	4,800.00	-	E8YN2
(c) 4,001 or more station records, per customer	5,900.00	-	E8YN3

b. 60 Month Contract Period - Monthly Charges,

(1) per 1,000 records

(a) Up to 1,000 station records, per 1,000 records	-	\$178.00	E8Y61
(b) 1,001 to 4,000 station records, per 1,000 records	-	155.00	E8Y62
(c) 4,001 or more station records, per 1,000 records	-	130.00	E8Y63

2. BellSouth 9-1-1 PinPoint Service Local Channels, per channel

(a) First channel, each	475.00	-	E8YCT
(b) Additional channels, each	105.00	-	E8YCU
(c) Each channel	-	55.00	E8YCV

Material appearing on this page previously appeared on page(s) 47.2 of this section.

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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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Interconnection Services

## Mergers & Acquisitions Process

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### 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.
- Request PSC approval of the acquisition
- Verify all NECA changes and additions
- 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**

**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"/>	
<b>Please Print And Complete All Information.</b>			
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"/> CMRS (Wireless) <input type="checkbox"/> Access	
<b>Company Information</b>			
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	
Are you presently a BellSouth Customer in another area of business? Yes <input type="checkbox"/> No <input type="checkbox"/>			
Contact name for additional information (if needed) Contact e mail address:			
<b>Officer's Names</b>			
President		CFO	
CEO			
<b>Company History</b>			
Year Business Established		Principal Business of Firm	
Company Web Site:			
<b>Business Credit References</b>			
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	
Company Name		City State (Area Code) Telephone Number	
Account Number		Contact Name	
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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## Mergers & Acquisitions Process

### 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 Level II Wireless PrePlan V031](#)[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