

**CASE**

**NUMBER:**

99.484

Kentucky Public Service Commission  
Case No. 99-484

IgLou's 1<sup>st</sup> Set of Data Requests

March 10, 2000

BellSouth Telecommunications, Inc.

Item No. 1.1-1.19 & 1.21-1.39      Book 1 of 2

**EDITED**

BellSouth Telecommunications, Inc.  
P.O. Box 32410  
Louisville, Kentucky 40232

502 582-1475  
Fax 502 582-1573  
Internet  
Dorothy.J.Chambers@bridge.bellsouth.com

Dorothy J. Chambers  
General Attorney

or  
BellSouth Telecommunications, Inc.  
601 West Chestnut Street, Room 407  
Louisville, Kentucky 40203

March 10, 2000

RECEIVED

MAR 13 2000

PUBLIC SERVICE  
COMMISSION

Mr. Martin J. Huelsmann, Jr.  
Executive Director  
Public Service Commission  
211 Sower Boulevard  
P. O. Box 615  
Frankfort, KY 40602

RE: IgLou Internet Services, Inc. v. BellSouth  
Telecommunications, Inc.  
PSC 99-484

Dear Mr. Huelsmann:

Enclosed for filing in this case are the original and ten (10) copies of BellSouth's Responses to IgLou's Data Requests. BellSouth's Responses to certain Data Requests, specifically those designated as Tabs 1.5, 1.13, 1.16, 1.20A, 1.30A, and 1.36, contain confidential, commercial, or proprietary information and, pursuant to 807 KAR 5:001, Section 7, enclosed is BellSouth's Petition for Confidentiality.

One copy of the proprietary information is provided to the Commission. A copy of the proprietary information will be provided to IgLou and its counsel pursuant to the execution of the attached Protective Agreement. An edited copy is provided to IgLou today.

Very truly yours,

  
Dorothy J. Chambers

Enclosures

cc: Parties of Record

200773

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

MAR 13 2000

PUBLIC SERVICE  
COMMISSION

In the Matter of:

IGLOU INTERNET SERVICES, INC., )  
 )  
 Complainant )  
 v. )  
 )  
 BELLSOUTH TELECOMMUNICATIONS, INC. )  
 )  
 Defendant )

CASE NO. 99-484

\* \* \* \* \*

CONFIDENTIALITY PETITION  
PURSUANT TO 807 KAR 5:001, SECTION 7

Petitioner, BellSouth Telecommunications, Inc., ("BellSouth" or the "Company"), by counsel, hereby moves the Public Service Commission of the Commonwealth of Kentucky (the "Commission"), pursuant to 807 KAR 5:001, Section 7, to treat BellSouth's Responses to certain Data Requests, specifically those designated as Tabs 1.5, 1.13, 1.16, 1.20A, 1.30A, and 1.36, as confidential in accordance with the Commission's regulations.

The Kentucky Open Records Act exempts certain commercial information from the public disclosure requirements of the Act. KRS 61.878(1)(b). To qualify for this commercial information exemption and, therefore, keep the information confidential, a party must establish that disclosure of the commercial information would permit an unfair advantage to competitors of

the party seeking confidentiality if openly discussed. KRS 61.878(1)(b); 807 KAR 5:001, § 7. The Commission has taken the position that the statute and rules require the party to demonstrate actual competition and a likelihood of competitive injury if the information is disclosed.

The material which BellSouth seeks to protect contains confidential business information that is considered proprietary to BellSouth. Public disclosure of this information would provide BellSouth's competitors with an advantage. The data is valuable to competitors and potential competitors in formulating strategic plans for entry, pricing, marketing and overall business strategies. This information relates to the competitive interests of BellSouth and disclosure would impair the competitive business of BellSouth as well as the third party vendors. This information has been held confidential by the Commission in previous dockets. For these reasons, the information is considered proprietary.

Several of BellSouth's current competitors, including Petitioner, BlueStar, and Covad, have publicly announced their intention to enter, or in fact have entered, the market to provide DSL services. Additionally, several potential competitors have likewise indicated their intention to enter the DSL market to compete with BellSouth. Business information such as that requested here would be extremely valuable to competitors in developing competitive business strategies, networks and

operations, designing their service offerings and, marketing plans for those services.

As further grounds for this Petition, BellSouth states as follows:

(1) The information as to which BellSouth is requesting confidential treatment is not known outside of BellSouth;

(2) The information is not disseminated within BellSouth and is known only by those BellSouth's employees who have a legitimate business need to know and act upon the information;

(3) BellSouth seeks to preserve the confidentiality of this information through all appropriate means, including the maintenance of appropriate security at its offices;

(4) The disclosure of this information would cause competitive injury to BellSouth in that it would provide BellSouth's competitors with sensitive financial data with respect to certain of BellSouth's services; and

(5) By granting BellSouth's Petition there would be no damage to any public interest in disclosure. In fact, the public would be best served by non-disclosure because competition would thereby be promoted.

For the foregoing reasons, BellSouth asks that its petition for confidential treatment of BellSouth's Responses to certain Data Requests, specifically those designated as Tabs 1.5, 1.13, 1.16, 1.20A, 1.30A, and 1.36, be granted.

Respectfully submitted,

*Creighton Mershon*

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Creighton E. Mershon, Sr.  
601 West Chestnut Street, Room 407  
P. O. Box 32410  
Louisville, KY 40232

R. Douglas Lackey  
Bennett L. Ross  
A. Langley Kitchings  
Suite 4300, BellSouth Center  
675 West Peachtree Street, NE  
Atlanta, GA 30375

COUNSEL FOR BELL SOUTH  
TELECOMMUNICATIONS, INC.

200512

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

IGLOU INTERNET SERVICES, INC.,	)	
	)	
Complainant	)	
v.	)	CASE NO. 99-484
	)	
BELLSOUTH TELECOMMUNICATIONS, INC.	)	
	)	
Defendant	)	

\*\*\*\*\*

PROTECTIVE AGREEMENT

STIPULATION AND AGREEMENT

To expedite the flow of discovery material, facilitate the prompt resolution of disputes over confidentiality, adequately protect material entitled to be kept confidential, and ensure that the protection is afforded to material so entitled, the undersigned parties, through their respective attorneys, hereby stipulate and agree as follows:

1. *Exchange of Confidential Information.* The signatory parties will be bound by the terms of this Protective Agreement upon executing it. Parties may exchange Confidential Information pursuant to discovery upon executing this Protective Agreement. Any party, including Third Parties (as defined in paragraph 2), shall be entitled to seek enforcement of (or other appropriate relief pertaining to) this Protective Agreement before the Kentucky Public Service Commission ("KPSC"), a member of the KPSC, or any other authority having competent jurisdiction, for any breach or threatened breach of this Protective Agreement. This Protective Agreement shall control the production and disclosure of all materials deemed confidential pursuant to paragraphs 2 and 3 below, including both materials and information belonging to the parties of this Protective Agreement as well as Confidential Information belonging to Third Parties as defined more fully in paragraph 2 below.

2. *Confidential Information from Third Parties.* For the purposes of this Protective Agreement, "Third Party Confidential Information" shall mean information held by any party subject to existing, nondisclosure obligations to a third party ("Third Party"). Any Third Party Confidential Information that is produced pursuant to the conduct of discovery in This Proceeding may be produced as "Confidential Information" pursuant to paragraph 3 below. A Third Party under this Protective Agreement shall include, but is not limited to, the following companies:

- ADC Telecommunications Inc.
- Alcatel Network Systems Corporation
- Amdahl Corporation
- Apertus Technologies, Incorporated
- Apple Computer Systems
- BGS Systems, Inc.
- Control Data Systems, Inc.
- Digital Equipment Corporation
- DSC Communications Corporation
- Ericsson Inc.
- Fujitsu Network Communications, Inc.
- Hewlett Packard Company
- Homaco, Inc.
- International Business Machines Corporation
- Informix Software, Inc.
- Iona Technologies, Inc.
- Lucent Technologies Inc.
- Mercury Interactive Corporation
- NCR Corporation
- Netscape Communications Corporation
- NeXT Software Inc.
- Northern Telecom Inc.
- Pitney Bowes, Inc.
- Rational Software Corporation
- RELTEC Corporation
- Rogue Wave Software, Inc.
- Security Dynamics Technology
- Siemens Stromberg-Carlson
- Software Spectrum
- Sterling Software, Inc.
- Storage Technology Corporation
- Sun Microsystems, Inc.
- Suttle Apparatus Corporation
- Tellabs, Inc.
- Visio Corporation

3. ***Confidential Information.*** Any materials generated or provided by a party in response to discovery may be designated as "Confidential Information" by that party if the party believes in good faith that the materials are confidential or proprietary and are entitled to protection from disclosure under Kentucky's trade secret law or any other provision of Kentucky or Federal law, or are subject to existing non-disclosure obligations to a Third Party. The parties to this Protective Agreement agree that the designation of materials as "Confidential Information," or the failure to designate materials as "Confidential Information," shall in no way affect the right of the producing party to challenge the release of such materials by the United States in response to a request pursuant to the Freedom of Information Act, 5 U.S.C. § 552, et seq. In particular, the designation of materials as "Confidential Information," or the failure to designate materials as "Confidential Information" shall in no way affect the right of the producing party to assert that such materials are exempt from disclosure under one or more of the exemptions to disclosure contained in the Freedom of Information Act, 5 U.S.C. § 552(b)(1-9)." Any party asserting confidentiality for such material shall so indicate by clearly marking each page, or portion thereof, for which a Confidential Information designation is claimed with a marking such as "Confidential-Subject to Protective Agreement in Docket No. 99-484 before the Kentucky Public Service Commission" or other markings that are reasonably calculated to alert custodians of the material to its confidential or proprietary nature. Except with the prior written consent of the party or other person who has designated a document to be stamped as Confidential Information, or as hereinafter provided, no Confidential Information may be disclosed to any person. For purposes of the Protective Agreement, the term "document" means all written, recorded or graphic material, and non-paginated items such as computer tapes, diskettes, and CD ROMs, whether produced or created by a party or another person, whether produced pursuant to the KPSC's rules, subpoena, by agreement or otherwise. Interrogatory answers, responses to requests for admission, deposition transcripts and exhibits, pleadings, motions, affidavits, and briefs that quote, summarize, or contain materials entitled to protection are accorded status as a stamped confidential document, and to the extent feasible, shall be prepared in such a manner that the Confidential Information is bound separately from that not entitled to protection.

4. ***Permissible Disclosure of Confidential Information.***

(a) Notwithstanding paragraph 3, Confidential Information provided pursuant to this Protective Agreement may be disclosed without prior consent only to the following persons, only in prosecuting this Proceeding, and only to the extent necessary to assist in prosecuting this Proceeding:

- (1) Counsel of record representing a party in this Proceeding, any legal support personnel (e.g., paralegals and clerical employees) employed by such attorneys provided that all portions of the record containing the Confidential Information shall only be accessible to those having access thereto under this Protective Agreement.
- (2) Other employees, officers, or directors of a party, or consultants or experts retained by a party, who are not currently involved in the marketing, procurement, manufacturing, pricing, or development of telecommunications equipment or software, including switch hardware and software, for which price data are disclosed, or equipment and software that may be substituted for such equipment or software, or are not currently involved in network planning and operations staff (including, but not limited to, the purchasing of telecommunications equipment or software) (with the persons described in the previous sentence being called the "reviewing representative"), provided that all portions of the record containing the Confidential Information shall only be accessible to those having access thereto under this Protective Agreement. Individuals who become reviewing representatives under this paragraph agree that they will not use the Confidential Information made available in this Proceeding to plan, develop, or market any computerized telecommunications costing models. Nor will individuals who become reviewing representatives under this paragraph use the Confidential Information to engage or consult in the marketing, procurement, manufacturing, pricing, or development of telecommunications equipment or software, including switch hardware and software, for which price data are disclosed, or equipment or software that may be substituted for such equipment or software.
- (3) The KPSC or its staff, pursuant to the rules of the KPSC.
- (4) Court reporters, stenographers, or persons operating audio or video recording equipment at hearings or depositions provided that all parts of the record having the Confidential Information shall only be accessible to those having access thereto under this Protective Agreement.
- (5) Any person designated by the KPSC in the interest of justice, upon such terms as the KPSC may deem proper, and pursuant to the rules of the KPSC.
- (6) Persons noticed for depositions or designated as witnesses, to the extent reasonably necessary in preparing to testify or for the purpose of examination in this Proceeding, provided that all portions of the record containing the Confidential Information shall only be accessible to those having access thereto under this Protective Agreement.

(b) Persons obtaining access to Confidential Information under this Protective Agreement shall not disclose information designated as Confidential Information to any person who is not authorized under this section to receive such information, and shall not use the information in any activity or function other than in prosecuting this Proceeding before this KPSC or any arbitrator appointed by this KPSC. Each individual who is provided access to Confidential Information pursuant to paragraph 4(a), (1), (2), (5), or (6), must first sign, and have notarized, a statement affirmatively stating that the individual has reviewed this Protective Agreement and understands and agrees to be bound by the limitations it imposes on the signing party. The form of the notarized statement to be used is attached as Attachment A to this Agreement.

(c) No copies or notes of materials marked as Confidential Information may be made except copies or notes to be used by persons designated in paragraph (a) of this section. Each party shall maintain a log, recording the number of copies made of all Confidential Information, and the persons to whom the copies have been provided. Any note memorializing or recording of Confidential Information shall, immediately upon creation, become subject to all provisions of this Protective Agreement.

(d) Within ninety (90) days of termination of this Proceeding, including all appeals and petitions, all originals and reproductions of any Confidential Information, along with the log recording persons who received copies of such materials, shall be returned to the producing party. In addition, upon such termination, any notes or other work product, derived in whole or in part from the Confidential Information shall be destroyed, and counsel of record for the receiving party shall notify counsel for the party who produced the materials in writing that this has been completed upon written request of the producing party. If materials are destroyed rather than returned to the producing party, a written statement to that effect by counsel of record for the receiving party shall be provided to the producing party. A limited exception to the provisions of this Section is recognized for the KPSC wherein the Secretary of the KPSC shall be allowed to retain, under seal, one copy of all Confidential Information for purposes of preserving the official record of the Commission. Further, all KPSC staff notes or work product shall be accumulated and kept under seal with all other confidential information which compiles the official record of the KPSC.

(e) Before disclosing a document marked as Confidential Information to any person listed in subparagraph 4(a)(5) or (a)(6) who is a competitor (or an employee or officer of a competitor) of the party, including a Third Party, that so designated the document, the party wishing to make such disclosure shall give at least ten (10) days advance notice in writing to the counsel who designated such information as Confidential, stating the names and addresses of the person(s) to whom the disclosure will be made, identifying with particularity the documents to be disclosed, and stating the purposes of such disclosure. If, within the ten day period, a motion is filed objecting to the proposed disclosure, a disclosure is not permissible unless and until the KPSC has denied such motion.

(f) The number of reviewing representatives designated by a party to review Confidential Information under paragraphs 4(a) and 4(a)(2) may not exceed twenty (20) individuals (excluding paralegals and clerical employees) unless (i) the party producing the Confidential Information, and any third party whose Confidential Information is being disclosed, consent to additional

reviewing representatives, or (ii) the KPSC or the Prehearing Officer denies a motion to bar disclosure of the Confidential Information to additional reviewing representatives. Failure to file such a motion within ten days after receiving written Notice that a reviewing party intends to designate additional reviewing representative(s) shall constitute consent to the designation. The written Notice shall (a) identify the additional reviewing representative(s), (b) identify the Confidential Information that is proposed to be disclosed, and (c) provide the current employment and position of the proposed additional reviewing representative(s).

Notwithstanding the foregoing, the parties may designate in writing within ten (10) days from the entry of this Protective Agreement, not more than twenty (20) individuals from its legal support and/or consulting team which shall have access to the Confidential Information. If within five (5) days after the list is supplied to opposing parties, a motion is made objecting to the proposed disclosure, disclosure is not permissible unless and until the KPSC or the Prehearing Officer has denied the Motion. For any additional reviewing representatives, the parties must serve notice as specified above.

5. *Declassification.* A party may apply, to the KPSC for a ruling that documents, categories of documents, or deposition transcripts, stamped or designated as confidential, are not entitled to such status and protection. The party or other person that designated the document or testimony as Confidential Information shall be given notice of the application and an opportunity to respond.

6. *Confidential Information in Depositions.* In the event that depositions are to be taken in This Proceeding:

(a) A deponent may, during the deposition, be shown and examined about Confidential Information if the deponent already knows the Confidential Information contained therein or if the provisions of paragraph 4 above are complied with.

(b) Parties (and deponents) may, within fifteen (15) days after receiving a deposition transcript, designate pages of the transcript (and exhibits thereto) as Confidential Information. Confidential Information within the deposition transcript may be designated by marking the portions of the pages that are confidential and marking such pages with the following legend: "Confidential - Subject To Protective Agreement in Docket No. 99-484 before the Kentucky Public Service Commission." Until expiration of the 15-day period, the entire deposition will be treated as Confidential Information subject to protection against disclosure under this Protective Agreement. If no party or deponent timely designates Confidential Information in a deposition, then none of the transcript or its exhibits shall be filed (to the extent such filing may be required) under seal separately from the portions and exhibits not so marked.

7. *Confidential Information Offered in Evidence or Filed in the Record.* Subject to the KPSC's rules and applicable state statutes, Confidential Information may be offered into evidence or in the record made by the parties and submitted to the KPSC (or to an arbitrator appointed by the KPSC) in this Proceeding, provided that the proponent does so in the manner set forth in this Protective Agreement and provides reasonable advance written notice of the party's intent to do so. Pursuant to this Agreement, any party may move before the KPSC (or a presiding officer of the KPSC, or an arbitrator appointed by the KPSC) for any order that the evidence being received shall only be accessible to those

having access thereto under the Protective Agreement or in camera or under other conditions to prevent unnecessary disclosure. The KPSC, presiding officer, or arbitrator will then determine whether the proffered evidence should continue to be treated as Confidential Information and, if so, what protection, if any, may be afforded such information at any hearing or other proceeding.

8. *Subpoena by Courts or Other Agencies.* If a court or other administrative agency subpoenas or orders production of Confidential Information which a party has obtained under the terms of this Protective Agreement, such party shall promptly (within two (2) business days) notify the party (or other person who designated the document as confidential) of the pendency of such subpoena or order to allow that party time to object to that production or seek a protective order.

9. *Filing.* Confidential Information need not be filed with the KPSC's Secretary except when required in connection with motions under the KPSC's rules and regulations or other matters pending before the KPSC or an arbitrator appointed by the KPSC. If filed, such information shall be filed under seal and shall remain sealed while in the Secretary's office or such other office as the KPSC may designate so long as they retain their status as Confidential Information.

10. *Client Consultation.* Nothing in this Protective Agreement shall prevent or otherwise restrict counsel from rendering advice to their clients and, in the course thereof, relying generally on examination of Confidential Information provided, however, that in rendering such advice and otherwise communicating with such client, counsel shall not make specific disclosure or reference to any Confidential Information except under the procedures or paragraph 4 above.

11. *Use.* Persons obtaining access to Confidential Information under this Protective Agreement shall use the information only for preparation of and the conduct of litigation in this Proceeding and any related appeals or review proceedings, and shall not use such information for any other purpose, including business or commercial purposes, or governmental or other administrative or judicial proceedings.

12. *Non-Termination.* The provisions of this Protective Agreement shall not terminate at the conclusion of this Proceeding.

13. *Modification Permitted.* Nothing in this Protective Agreement shall prevent any party from objecting to discovery that it believes to be otherwise improper.

14. *Responsibilities of the Parties.* The parties are responsible for employing reasonable measures to control, consistent with this Protective Agreement, duplication of, access to, and distribution of Confidential Information.

15. *Definition of "This Proceeding".* For the purposes of this Protective Agreement, the phrase "This Proceeding" shall only include KPSC Docket No. 99-484 and any appeals thereof.

16. *Damages.* Because the Third-Party Confidential Information represents substantial commercial value to the current and future business of the Third Parties, the parties agree that any material disclosure of the Third Party Confidential Information may result in substantial damages to the commercial operations of the Third Parties. In the event that Third Party Confidential Information is disclosed in violation of this Protective Agreement by any employee, agent, attorney, expert or

consultant for a party to this Protective Agreement, then such party agrees that it will serve as a guarantor for the payment of any damages caused by the violation. The parties agree to submit to the jurisdiction of state or federal courts within the State of Kentucky.

17. *Counterparts.* This Protective Agreement may be executed by one or more parties to this Protective Agreement on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument binding on and inuring to the benefit of each party so executing this Protective Agreement with the same effect as if all such parties had signed the same instrument at the same time and place.

Dated: \_\_\_\_\_, 2000

\_\_\_\_\_

BELLSOUTH TELECOMMUNICATIONS, INC.

Counsel for:

IGLOU INTERNET SERVICES, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

Creighton E. Mershon, Sr.  
(Print Name)

Title: \_\_\_\_\_

Title: General Counsel - Kentucky

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

**CERTIFICATE OF AUTHORIZED REVIEWING REPRESENTATIVE**

BEFORE ME , the undersigned authority, duly Commissioned and qualified in and for the State and County aforesaid, personally came and appeared \_\_\_\_\_  
\_\_\_\_\_ (insert name), who, being by me first duly sworn, deposed and said as follows:

I certify my understanding that Confidential Protected Materials are provided to me pursuant to the terms and restrictions of the Protective Agreement in Kentucky Public Service Commission Docket No. 99-484, that I have been given a copy of and have read the Protective Agreement, and that I agree to be bound by it. I understand that the contents of " Confidential Information", and any notes, memoranda, or any other form of information regarding or derived from Confidential Information shall not be disclosed to anyone other than in accordance with the Protective Agreement and shall be used only for the purposes of the proceedings in Docket No. 99-484.

Signature:

\_\_\_\_\_

Date of Execution: \_\_\_\_\_  
(Type or Print below)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Requesting Party: \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME on this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
(NOTARY PUBLIC) (SEAL)

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served on the individuals on the attached Service List by mailing a copy thereof, this 10th day of March 2000.

Creighton Mershon  
Creighton E. Mershon, Sr.

SERVICE LIST - PSC 99-484

Honorable Jonathon N. Amlung  
1000 Republic Building  
429 West Muhammad Ali Blvd.  
P. O. Box 1417  
Louisville, KY 40201-1417

IgLou Internet Services, Inc.  
3315 Gilmore Industrial Boulevard  
Louisville, KY 40213

**REQUEST:** In reference to footnote 1 of BellSouth's Answer, please list and explain in detail each and every "unregulated Internet-related" service that is provided by BellSouth Telecommunications, Inc.

**RESPONSE:**

**Internet Access:**

BellSouth Internet for Business – Dedicated Internet Access via Private Line, Frame Relay, Asynchronous Transfer Mode (ATM), ISDN and FastAccess. This service includes a wide variety of wholesale and retail offerings such as desk top fax..

BellSouth Internet Service – Residential dialup Internet connectivity via analog, ISDN, FastAccess modems

*Included with Dialup or FastAccess<sup>SM</sup>, are email, webmail, USENET News Groups, Personal web page space.*

**Web Hosting**

Shared Web Hosting – Provides web hosting capability for customers via a shared web server. Includes e-mail services, domain name registration, DNS services and may include anonymous file transfer protocol (ftp).

Dedicated Web Hosting – Provides web hosting for a customer via a web server dedicated for use only by subscribing customer.

RESPONSE: (Cont'd)

**E-mail Services**

Webmail – E-mail capability via web browser.

Business Email Services – Provides business customers with email services.

**Domain Naming Service**

For dedicated access customers, BellSouth provides Domain Name Services (DNS).

**Web Page Development**

Web Content/Web Space Development – Provides in-person, professional services to assist and develop web page content for customers.

Site Builder (sm) - self-help tool for creating and maintaining a professional Web presence for small businesses

**Internet Security Professional Services**

Provides security reviews, audits and professional services to aid in security policy development for dedicated access customers.

BellSouth Telecommunications, Inc.  
KY PSC Dkt No. 1999-484  
IgLou's First Set of Data Requests  
Item No. 1.2  
Page 1 of 1

**REQUEST:** In reference to footnote 1 of BellSouth's Answer, please list and explain in detail each and every "professional" service provided by BellSouth net Inc., under contract to BellSouth Telecommunications, Inc., in support of BellSouth Telecommunication's BellSouth.net Internet service offerings.

**RESPONSE:** In addition to the Internet Protocol Network Services and Support provided by BellSouth.net Inc to BST, both BST and BellSouth.net Inc. have agreed to provide to the other Party certain marketing, consulting and operational support services and goods. These services are further defined in the accompanying contract and are charged to the other Party according to the FCC Part 64 Rules and provide no competitive advantage to either party. Also, see response to Item No. 1.5.

BellSouth Telecommunications, Inc.  
KY PSC Dkt No. 1999-484  
IgLou's First Set of Data Requests  
Item No. 1.3  
Page 1 of 1

**REQUEST:** In reference to footnote 1 of BellSouth's Answer, please list and describe what equipment is provided under contract by BellSouth.net Inc., to BellSouth Telecommunications, Inc.

**RESPONSE:** BellSouth objects to this data request on the grounds that it is overly broad and unduly burdensome and is not reasonably calculated to lead to the discovery of admissible evidence. However, without waiving its objection, BellSouth states that BellSouth.net Inc. utilizes BellSouth Managed Facilities (BMF) to house the equipment that is used by BellSouth Telecommunications, Inc. (BST) to provide Internet access to its customers. Attachment 1.3 contains a representative list of equipment located in the Louisville BMF and used by BST.

### **ATTACHMENT 1.3**

Courier V.Everything Modem  
Xyplex Maxserver 1640 (MX-1640-004)  
Multimode Dual-Attached FDDI NP Module (NP-1F-D-MM)  
WS - C1400 Concentrator Base Unit 2 Slots (WS-C1400)  
SMC/3314T 14 Port Tigerstack Hub  
19X30X70 Data Cabinet  
WS-C1400 Line Card 8-Port MIC Multi-mode FDDI (WS-X1441)  
APC 2200 RM UPS Unit with 30 Amp Plugs  
AS5200 Ethernet Chassis AC- COMPLETE  
1 Port 100BaseTX Fast Ethernet (NP-1FE)  
CISCO4700-M Complete Modular Router-AC  
WS - C1400 Concentrator Base Unit 2 Slots (WS-C1400)  
HSSI Interface Processor (CX-HIP)  
Multimode Dual-Attached FDDI NP Module (NP-1F-D-MM)  
WS-C5000 Catalyst 5000 Chassis  
APC Smart UPS Rack Mount 2200VA UPS  
7507 Route Switch Processor (default)  
2 Ethernet Port NP Module (NP-2E)  
4700 4-Port Serial (NP-4T)  
7500 ATM Interface DS3 Coax 45 Mbps A (CX-AIP-DS3)  
7500 8-Port Fast Serial Interface Processor (CX-FSIP8)  
PA-5EFL 5-Port Ethernet 10BaseFL Port Adapter  
HSSI Interface Processor (CX-HIP)  
NPE-150 Cisco 7200 Network Processing Engine 150 MHz  
C7200-I/O-FE-MII Cisco 7200 Fast Ethernet I/O Controller  
4-Port Serial Port Adapter For 7206  
PA-4E 4-Port Ethernet 10BaseT Port Adapter  
WS-X5009 Catalyst 5000 Supervisor Engine-TX.  
WS-X5101 Catalyst 5000 FDDI Switching Module(MultimodeMIC)  
WS-X5010Catalyst 5000 Ethernet Switching Module(10BaseT24)  
PA-FE-TX 1 Port Fast Ethernet 100BaseTX Port Adapter  
C7200-I/O-FE-MII Cisco 7200 Fast Ethernet I/O Controller  
NPE-150 Cisco 7200 Network Processing Engine 150 MHz  
1 Port 100BaseTX Fast Ethernet (NP-1FE)  
PA-F-MM 1-Port FDDI Multimode Port Adapter  
WS-X5010Catalyst 5000 Ethernet Switching Module(10BaseT24)  
WS-X5213ACatalyst 5000 10/100 BaseTX FastEnet Switching Mod  
PA-4E 4-Port Ethernet 10BaseT Port Adapter  
PA-F-MM 1-Port FDDI Multimode Port Adapter  
WS-X5213ACatalyst 5000 10/100 BaseTX FastEnet Switching Mod  
PA-FE-TX 1 Port Fast Ethernet 100BaseTX Port Adapter  
DL2001 Chassis Assy T1 DSU/CSU  
DL2110 Power Supply for 2001 Chassis

DL2120 T1 CSU/DSU Card for DL2001  
DL2131 Control Card for DL2001  
MEM-NPE-32 MB, 7200 NPE 32 MB DRAM Upgrade Kit  
MEM-I/O-FLC16M, 7200 I/O PCMCIA Flash Memory, 16 MB Option  
MEM-NPE-64MB, 7200 NPE 64 MB DRAM Upgrade Kit  
WS-C5008A/2, Catalyst 5000 Dual AC Power Supply Option  
WS-C5008A Catalyst 5000 AC Power Supply  
CISCO2514 Complete Ethernet/Dual Serial Multiprotocol Router  
Xyplex Maxserver 1640 (MX-1640-004)  
CISCO4700-M Complete Modular Router-AC  
AS5200 Ethernet Chassis AC- COMPLETE  
CISCO7206 Complete 6-Slot Chassis  
CISCO7507 Complete 7-Slot 2 CyBus 1RSP2 1 AC Supply  
7000/7507 AC Power Supply Option  
SMC/3314T 14 Port Tigerstack Hub  
SMC/3300NMM Management Module  
Courier V.Everything Modem  
7200 AC Power Supply  
DL2120 T1 CSU/DSU Card for DL2001  
DL2120 T1 CSU/DSU Card for DL2001  
7500 8-Port Fast Serial Interface Processor (CX-FSIP8)  
DServ 56/64 CSU  
NM-2CT1-CSU2-Port Channelized T1/ISDN-PRI w/CSU Network Mod  
NM-2CT1-CSU2-Port Channelized T1/ISDN-PRI w/CSU Network Mod  
NM-2E2W Network Module with 2 Ethernet and 2 WAN Card Slots  
CISCO3640 Complete 4-slot Modular Router-AC  
Courier V.Everything Modem  
SMC/3300NMM Management Module  
WS-X5010Catalyst 5000 Ethernet Switching Module(10BaseT24)  
WS-X5101 Catalyst 5000 FDDI Switching Module(MultimodeMIC)  
WS-C5008A Catalyst 5000 AC Power Supply  
NM-2CT1-CSU2-Port Channelized T1/ISDN-PRI w/CSU Network Mod  
2 Ethernet Port NP Module (NP-2E)  
4700 4-Port Serial (NP-4T)  
CISCO4700-M Complete Modular Router-AC  
AS5200 Ethernet Chassis AC- COMPLETE  
AS5200 Ethernet Chassis AC- COMPLETE  
Multimode Dual-Attached FDDI NP Module (NP-1F-D-MM)  
Multimode Dual-Attached FDDI NP Module (NP-1F-D-MM)  
1 Port 100BaseTX Fast Ethernet (NP-1FE)  
1 Port 100BaseTX Fast Ethernet (NP-1FE)  
CISCO4700-M Complete Modular Router-AC  
CISCO4700-M Complete Modular Router-AC  
AS5200 Ethernet Chassis AC- COMPLETE

APC Smart UPS Rack Mount 2200VA UPS  
APC Smart UPS Rack Mount 2200VA UPS  
ACST45-211-AC Access-T45 Network Service Unit  
NM-2CT1-CSU2-Port Channelized T1/ISDN-PRI w/CSU Network Mod  
PA-2H 2-Port HSSI Adapter For 7206  
DL3100 T3 Access Multiplexer AC Power  
APC Smart UPS Rack Mount 2200VA UPS  
APC Smart UPS Rack Mount 2200VA UPS  
PA-FE-TX 1 Port Fast Ethernet 100BaseTX Port Adapter  
PA-FE-TX 1 Port Fast Ethernet 100BaseTX Port Adapter  
PA-2H 2-Port HSSI Adapter For 7206  
PA-2H 2-Port HSSI Adapter For 7206  
7000 Versatile Interface Processor 2 Model 50 (VIP2-50)  
DL2120 T1 CSU/DSU Card for DL2001  
APC Smart UPS Rack Mount 2200VA UPS  
DL3100 T3 Access Multiplexer AC Power  
Mega-T 6Mbps Network Service Unit (411C)  
Cisco 5300 AC Complete  
ACST45-201-AC, Access-T45 Network Service Unit  
CISCO3640, 3600 4-slot Modular Router-AC  
MEM3640-16U32D, 16-to-32 MB DRAM Factory Upgrade for 3640  
3600 8MB Flash Card for Cisco3600 Series  
MEM3600-4U8FS, 8MB Flash Memory Upgrade  
SF364C-X.X.XP, Cisco 3640 IOS IP Only Feature Set  
NM-2E2W, Network Module with 2 Ethernet and 2 WAN Card Slots  
3600 32 port Asynchronous Module  
1010 LightStream Chassis, L1010-CHAS5  
L1010-ASP-B-FC1, ATM Switch Processor Module w/Feature Card 1  
WAI-T3-4BNC, 4 Port DS3 PAM  
4700 4-Port Serial (NP-4T)  
6-Port Ethernet 10Base-T NP Module (NP-6E)  
4700-M Modular Router-AC, CISCO4700-M  
1 Port 100BaseTX Fast Ethernet (NP-1FE)  
7206 CES Software License for ATM CES PA\*  
7206, 6-Slot Chassis, 1 AC Power Supply, CISCO7206  
SF72C-X.X.X, Cisco 7200 Series IOS IP Only Feature Set  
7200 AC Power Supply Option  
7200 Fast Ethernet (100BaseT) input/output controller  
CISCO7200 NETWORK PROCESSING ENGINE 200MHz  
7200 ATM CES Port Adapter, 4T1 CES Ports and 1 T3 ATM Port  
APC Smart UPS Rack Mount 2200VA UPS  
DL2120, T1 CSU/DSU Card for DL2001  
Multimode Dual-Attached FDDI NP Module (NP-1F-D-MM)  
4500 19 Inch Rack-Mount Kit, ACS-NPRM

Cisco 4500/4700 IOS IP Feature Set, SF-45C-.X.X.X  
4700-M Modular Router-AC, CISCO4700-M  
MEM-4700M-4U8F, 4-to-8 Flash Factory Upgrade for Cisco 4700  
MEM-4700M-4U16S, 4-to-16 Shared Factory Upg for Cisco 4700M  
MEM-4700M-16U32D, 16-to-32 Main Factory Upg for Cisco 4700M  
1 Port 100BaseTX Fast Ethernet (NP-1FE)  
APC Smart UPS Rack Mount 2200VA UPS  
APC Web/SNMP Management Card for 10 BaseT Ethernet  
CACHEDirector 8 port 10/100 MBPS L4+ Ethernet Server Switch  
72656 DataSmart 656 T-1 CSU w/ Ethernet  
PA-FE-TX, 1 Port Fast Ethernet 100BaseTX Port Adapter  
7200 2 Port T3 Serial Port Ada  
PA-FE-TX, 1 Port Fast Ethernet  
72656 DataSmart 656 T-1 CSU w/  
7507 Route Switch Processor (d  
PA-FE-TX, 1 Port Fast Ethernet  
7507 Route Switch Processor (d  
5000 24-Port Fast Ethernet 10/  
CISCO7200 NETWORK PROCESSING E  
PA-FE-TX, 1 Port Fast Ethernet  
CISCO7200 NETWORK PROCESSING E  
5000 24-Port Fast Ethernet 10/  
PA-FE-TX, 1 Port Fast Ethernet  
7200 Fast Ethernet (100BaseT)  
4-Port Serial Port Adapter For  
PA-FE-TX, 1 Port Fast Ethernet  
5000 Supervisor Module III  
5000 Dual Port 10/100BaseTX Up  
5000 24-Port Fast Ethernet 10/  
1 Port 100BaseTX Fast Ethernet  
4-Port Serial Port Adapter For  
PA-FE-TX, 1 Port Fast Ethernet  
4-Port Serial Port Adapter For  
7000 Versatile Interface Proce  
7200 2 Port T3 Serial Port Ada  
1 Port 100BaseTX Fast Ethernet  
NM-2E2W, Network Module with 2  
3600 32 port Asynchronous Modu  
WIC-1DSU-T1, 1 Port T1 DSU/CSU  
7000/7507 DC Power Supply Opti  
Sentry 4port x 20amp DC Power  
Sentry 8port x 20amp DC Power  
7200 2 Port T3 Serial Port Ada  
7000/7507 DC Power Supply Opti

4700-M Modular Router-DC  
5000 Catalyst 5500 13-slot cha  
7206, 6-Slot Chassis, 1 AC Po  
7507 7-Slot, 2 CyBus, 1RSP2, 1  
PWR-7200-DC, Cisco 7200 DC Pow  
3600 4-Slot Modular Router-DC  
4500 19 Inch Rack-Mount Kit, A  
4500/4700 IOS IP Feature Set (  
MEM-4700M-4U8F, 4-to-8 Flash F  
MEM-4700M-16U32D, 16-to-32 Mai  
4500 19 Inch Rack-Mount Kit, A  
5500 DC Power Supply  
5500 Supervisor III PCMCIA Fla  
7200 Series Wan Packet Protoco  
MEM-I/O-FLC20M, 7200 I/O PCMC  
FR-IR72, Cisco 7200 Series Int  
7200 NPE 128 MB DRAM Upgrade K  
7200 Series Wan Packet Protoco  
MEM-I/O-FLC20M, 7200 I/O PCMC  
FR-IR72, Cisco 7200 Series Int  
SF75C-X.X.X, RSP1, RSP2, RSP70  
7500 Series InterDomain Routin  
7500 Series WAN Packet Protoco  
7507 RSP 128MB DRAM Upgrade Ki  
MEM-RSP-FLC20M, RSP Flash Cred  
SF75C-X.X.X, RSP1, RSP2, RSP70  
7500 Series InterDomain Routin  
7500 Series WAN Packet Protoco  
7507 RSP 128MB DRAM Upgrade Ki  
128Mbytes DRAM Option for VIP2  
8 Mbytes SRAM Option for VIP2-  
MEM-RSP-FLC20M, RSP Flash Cred  
SF75C-X.X.X, RSP1, RSP2, RSP70  
MEM3600-4U16FS, 4-to-16 MB Fla  
3600 8MB Flash Card for Cisco3  
32 TO 64 MB DRAM Factory Upgra  
CISCO 5300 DC Complete  
MasterSwitch  
4-Port Serial Port Adapter For  
WIC-1DSU-T1, 1 Port T1 DSU/CSU  
1 Port 100BaseTX Fast Ethernet  
7500 1-Port ATM Enhanced DS3 P  
NM-2CT1-CSU, 2-Port Channelized  
NM-2E2W, Network Module with 2



3600 8MB Flash Card for Cisco3  
3600 4-Slot Modular Router-DC



BellSouth Telecommunications, Inc.  
KY PSC Dkt No. 1999-484  
IgLou's First Set of Data Requests  
Item No. 1.4  
Page 1 of 1

REQUEST: In reference to footnote 1 of BellSouth's Answer, please provided a copy of BellSouth's Cost Allocation Manual.

RESPONSE: Please see attached.

**M. Robert Sutherland**  
General Attorney  
Legal Department

**BellSouth Corporation**  
Suite 1700  
1155 Peachtree Street, N.E.  
Atlanta, Georgia 30309-3610  
404 249-4839  
Fax: 404 249-5664

December 15, 1999

Ms. Magalie Roman Salas, Secretary  
Federal Communications Commission  
1919 M Street, N.W., Room 222  
Washington, DC 20554

RE: AAD 7-1677, BellSouth Corporation's  
Cost Allocation Manual Revisions

Dear Ms. Salas:

In accordance with the Order of the Chief, Common Carrier Bureau, released January 14, 1988, BellSouth Corporation ("BellSouth") respectfully submits a complete Cost Allocation Manual ("CAM") used by its regulated telephone subsidiary. As required by that order, each revised page is marked by a vertical line in the right margin. The proposed revisions are summarized in the Transmittal Letter Matrix attached hereto.

BellSouth is submitting to the Commission four copies of its CAM revisions. Also, additional copies of the CAM are being served upon the Chief of Accounting and Audits Division of the Common Carrier Bureau and the International Transcription Service.

Sincerely,



M. Robert Sutherland  
General Attorney

**Attachments**

cc: International Transcription Service  
Chief, Accounting and Audits Division

**TRANSMITTAL LETTER MATRIX  
CAM CHANGES**

PAGE(S) USOA ACCOUNT	CHANGE FROM	CHANGE TO	REASON FOR CHANGE
Section II, Pages 1 & 7 Matrix Pages 4, 5, 6	Added	Paging Service	New service added.
Section II, Pages 1 & 7 Matrix Pages 4, 5, 6	Added	Router Management Service	New service added.
Section II, Pages 1 & 7 Matrix Pages 4, 5, 6	Added	Nonlocal Directory Assistance Service	New service added.
Section IV	Chart of all operating affiliates	BellSouth Organization of Companies	Per FCC letter 1600E dated 7/16/99.
Section V, Page 2 Matrix I & II	BBS Holdings, Inc. (BBSH)	Deleted	No transactions with holding company. All transactions reported under operating companies.
Section V, Page 2	BBI listed as BSC subsidiary	BBI listed as BST subsidiary	To correct clerical error.
Section V, Page 2	NTA listed as BSC subsidiary	NTA listed as BST subsidiary	To correct clerical error.
Section V, Page 2	Added	BellSouth Accounts Receivable Management, Inc. (BARM)	New affiliate added.

**TRANSMITTAL LETTER MATRIX  
CAM CHANGES**

PAGE(S) USOA ACCOUNT	CHANGE FROM	CHANGE TO	REASON FOR CHANGE
Section V, Page 2	Added	BellSouth Credit and Collection Management, Inc. (BCCM)	New affiliate added.
Section V, Page 3 Matrix I & II	BellSouth Personal Communications, Inc. (BPCI)	Deleted as direct subsidiary of BSC and moved to BellSouth Cellular Corporation (BSCC)	BPCI is now a subsidiary of BSCC.
Section V, Page 3 Matrix I & II	BellSouth D.C. (BDC)	Deleted	Transactions reported through BSC.
Section V, Page 4	Added	Lenox Park Holdings, LLC	New affiliate added.
Section V, Page 4	Added	BellSouth Select, Inc.	New affiliate added.
Section V, Page 4	Added	BellSouth Affiliate Services Corporation (BASCC)	New affiliate added.

**TRANSMITTAL LETTER MATRIX  
CAM CHANGES**

<b>PAGE(S) USOA ACCOUNT</b>	<b>CHANGE FROM</b>	<b>CHANGE TO</b>	<b>REASON FOR CHANGE</b>
Section V, Page 4	Added	BellSouth Solutions Group, Inc. (BSGI)	New affiliate added.
Section V, Page 6	Added	Lockbox Functionality	New service description added. See matrix for detail.
Section V, Page 8	Added	as well as providing Internet advertising, planning and placement services	Modified service description for clarification.
Section V, Page 9	Added	Customer Billing Services	New service description added. See matrix for detail.
Section V, Page 9	Added	Customer Support	New service description added. See matrix for detail.
Section V, Page 9	Added	Digital Wireless Television	New service description added. See matrix for detail.
Section V, Page 9	Directorates of Other Companies	Deleted	Service description deleted. Service no longer provided.
Section V, Page 9	Programming, Traffic Studies, etc.	Deleted from page 10 and included in description of Installation and Maintenance of CPE	Included in description of Installation and Maintenance of CPE. Programming, traffic studies, etc. is a normal task element of Installation and Maintenance of CPE.

**TRANSMITTAL LETTER MATRIX  
CAM CHANGES**

PAGE(S) USOA ACCOUNT	CHANGE FROM	CHANGE TO	REASON FOR CHANGE
Section V, Page 9	Installation of Inside Wire	Deleted	Consolidated into Installation and Maintenance of CPE as this is a normal task element of Installation and Maintenance of CPE.
Section V, Page 9	Marketing Support	Deleted	Service description deleted. Service no longer provided.
Section V, Page 10	Added	Network Professional Services	New service description added. See matrix for detail.
Section V, Page 10	Added	Paging Fulfillment	New service description added. See matrix for detail.
Section V, Page 10	Added	Project Management	New service description added. See matrix for detail.
Section V, Page 10	Added	Router Management Services	New service description added. See matrix for detail.
Section V, Page 11	Wireless Data System Application Support	Deleted and consolidated into Wireless Data Network Services	Consolidated into Wireless Data Network Services. Application Support is an integral part of Wireless Data Network Services.

**TRANSMITTAL LETTER MATRIX  
CAM CHANGES**

PAGE(S) USOA ACCOUNT	CHANGE FROM	CHANGE TO	REASON FOR CHANGE
Section V, Matrix I Page 1	Added	Official Communications (for BIS)	New service added. This change results in an annual impact of less than \$100,000 on regulated operations.
Section V, Matrix I Page 1	Official Communications (for BSP)	Deleted	Service no longer provided. This change results in an annual impact of less than \$100,000 on regulated operations.
Section V, Matrix I Page 1	Telecommunications Services (for BSP)	Deleted	Service no longer provided. This change results in an annual impact of less than \$100,000 on regulated operations.
Section V, Matrix I Page 1	Added	Telecommunications Services (for MNS, BARM, BCCM, BSGI, BASC)	New service added. This change results in an annual impact of approximately \$500,000, \$400,000, \$2,000,000, \$750,000, and less than \$100,000 respectively on regulated operations.
Section V, Matrix I Pages 1 & 2	Customer Billing Services (for BAPCO) at Higher of EFMV and More than FDC	Customer Billing Services (for BAPCO) at Higher of EFMV and FDC	Eliminated Higher of EFMV and More than FDC category to align matrix categories with those prescribed in RAO 26. No impact on regulated operations.
Section V, Matrix I Page 1	Added	Customer Billing Services (for IMVI, BARM, BCCM)	New service added. This change results in an annual impact of approximately \$200,000, \$1,600,000 and \$32,000,000 respectively on regulated operations.
Section V, Matrix I Page 1	Added	Consulting (for BAPCO, BIS, BSGI, BASC)	New service added. This change results in an annual impact of less than \$100,000, approximately \$390,000, less than \$100,000 and approximately \$560,000 respectively on regulated operations.
Section V, Matrix I Page 1	Added	Corporate TV (for BSI, BSCC, .net, BRI, Sunlink, MNS)	New service added. This service results in an annual impact of less than \$100,000 on regulated operations.

## TRANSMITTAL LETTER MATRIX CAM CHANGES

PAGE(S) USOA ACCOUNT	CHANGE FROM	CHANGE TO	REASON FOR CHANGE
Section V, Matrix I Pages 1 & 2	Directory Delivery Information (for BAPCO) at Higher of EFMV and More than FDC	Directory Delivery Information (for BAPCO) at Higher of EFMV and	Eliminated Higher of EFMV and More than FDC category to align matrix categories with those prescribed in RAO 26. No impact on regulated operations.
Section V, Matrix I Page 1	Added	Investment Recovery Center Services (for BAT, BEI, BIS)	New service added. This service results in an annual impact of less than \$100,000 on regulated operations.
Section V, Matrix I Page 1	Added	Joint Marketing (for BWD)	New service added. This service results in an annual impact of approximately \$1,300,000 on regulated operations.
Section V, Matrix I Page 1	Added	Legal (for BSP, BARM, BCCM, LPH)	New service added. This service results in an annual impact of less than \$100,000, less than \$100,000, approximately \$300,000 and less than \$100,000 respectively on regulated operations.
Section V, Matrix I Page 1	Added	Legal (for BSPC)	Previously included under Support Services. No impact on regulated operations.
Section V, Matrix I Page 1	Added	Loaned Employees (to BSC, BCS, BSGI, BASC)	New service added. This change results in an annual impact of less than \$100,000, approximately \$4,500,000, less than \$100,000 and approximately \$230,000 respectively on regulated operations.
Section V, Matrix I Page 1	Added	Lockbox Functionality (to BSCC & BCCM)	New service added. This change results in an annual impact of approximately \$2,800,000 and \$16,000,000 respectively on regulated operations.

**TRANSMITTAL LETTER MATRIX  
CAM CHANGES**

<b>PAGE(S) USOA ACCOUNT</b>	<b>CHANGE FROM</b>	<b>CHANGE TO</b>	<b>REASON FOR CHANGE</b>
Section V, Matrix I Page 1	Marketing Support for LMB (daily)	Marketing Support for LMB (occasionally)	To correct clerical error.
Section V, Matrix I Page 2	Added	Official Communications (for BSPC)	Previously included under Support Services. No impact on regulated operations.
Section V, Matrix I Page 2	Added	Office Space (for BSPC)	Previously included under Support Services. No impact on regulated operations.
Section V, Matrix I Page 2	Added	Office Space (for BIS)	New service added. This change results in an annual impact of less than \$100,000 on regulated operations.
Section V, Matrix I Page 2	Added	Personnel Services and Human Resources for (BSPC)	Previously included under Support Services. No impact on regulated operations.
Section V, Matrix I Page 2	Added	Personnel Services and Human Resources (for BARM & BCCM)	New service added. This change results in an annual impact of less than \$100,000 and approximately \$450,000 respectively on regulated operations.
Section V, Matrix I Page 2	Added	Procurement & Provisioning (for BEI)	New service added. This change results in an annual impact of less than \$100,000 on regulated operations.
Section V, Matrix I Page 2	Added	Project Management (for LPH)	New service added. This change results in an annual impact of less than \$100,000 on regulated operations.
Section V, Matrix I Page 2	Added	Regulatory Support (for BBS, BCS, BSCC, .net)	New service added. This change results in an annual impact of less than \$100,000 on regulated operations.

## TRANSMITTAL LETTER MATRIX CAM CHANGES

PAGE(S) USOA ACCOUNT	CHANGE FROM	CHANGE TO	REASON FOR CHANGE
Section V, Matrix I Page 2	Added	Relocation of Telephone Company Plant (for BCS, BSPC, BWD, BAPCO)	New service added. This change results in an annual impact of less than \$100,000 on regulated operations.
Section V, Matrix I Page 2	Relocation of Telephone Company Plant (for BPCI)	Relocation of Telephone Company Plant (for BSCC)	BPCI now reports all transactions through BSCC. No impact on regulated operations.
Section V, Matrix I Page 2	Added	Security (for MNS, BARM, BCCM)	New service added. This change results in an annual impact of less than \$100,000 on regulated operations.
Section V, Matrix I Page 2	Subscriber Listing Data (for BAPCO) at Higher of EFMV and More Than FDC	Subscriber Listing Data (for BAPCO) at Higher of EFMV and FDC	Eliminated Higher of EFMV and More Than FDC category to align matrix categories with those prescribed in RAO 26. No impact on regulated operations.
Section V, Matrix I Page 2	Added	Support Services (for .net, BIS, MNS, BARM, BCCM, BSGI)	New service added. This change results in an annual impact of less than \$100,000 for .net, BIS, MNS, BARM and BCCM, and approximately \$1,700,000 for BSGI on regulated operations.
Section V, Matrix I Page 2	Added	Technical Support (for BIS and BASC)	New service added. This change results in an annual impact of less than \$100,000 and approximately \$300,000 respectively on regulated operations.
Section V, Matrix I Page 2	Added	Training (for .net and MNS)	New service added. This change results in an annual impact of less than \$100,000 on regulated operations.