

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In the Matter of:)
)
Petition of MCImetro Access)
Transmission Services, LLC for)
Arbitration of Interconnection)
Agreement with BellSouth)
Telecommunications, Inc.)
_____)

Docket No. 050419-TP

REBUTTAL TESTIMONY OF SHERRY LICHTENBERG

On Behalf of

**MCImetro Access Transmission Services LLC
(MCI)**

DECEMBER 1, 2005

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1 **Q. PLEASE STATE YOUR NAME, YOUR EMPLOYER, YOUR**
2 **BUSINESS ADDRESS AND ON WHOSE BEHALF YOU ARE**
3 **OFFERING THIS TESTIMONY.**

4 A. My name is Sherry Lichtenberg. I am employed by MCI, Inc. as Senior
5 Manager, Operational Support Systems Interfaces and Facilities
6 Development. My business address is 1133-19th St., NW, Washington,
7 DC 20036.

8 **Q. ARE YOU THE SAME SHERRY LICHTENBERG WHO**
9 **PROVIDED DIRECT TESTIMONY IN THIS DOCKET?**

10 A. Yes, I am.

11 **Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

12 A. The purpose of this rebuttal testimony is to respond to the direct
13 testimony of BellSouth witness Eddie Owens regarding Issues 9(b) and
14 30 of the interconnection agreement. (“ICA”).

15 **ISSUE 9(B)**

16 *Should BellSouth be required to offer the Bulk Migration process for*
17 *migrations of MCI customers to third-party provided switching?*
18 *(Attachment 2, Section 2.1.12.1)*

19 **Q. HAVE MCI AND BELLSOUTH RESOLVED ISSUE 9(B)?**

20 A. Yes, MCI and BellSouth have agreed upon the following language to
21 resolve Issue 9(b):

22 MCI may use the bulk migration process to migrate its
23 existing loop/port combinations, including those existing
24 loop/port combinations provided under a separate agreement
25 between BellSouth and MCI for loop/port combinations

1 purchased by MCI from BellSouth, to itself or a 3rd party
2 switching vendor/CLEC. Nothing in this Agreement, however,
3 shall be interpreted or construed to modify restrictions on
4 migrations contained in such separate agreement. MCI will
5 follow the Blanket LOA process defined in the Third Party
6 Collocation CLEC Information Package found on BellSouth's
7 Interconnection Services website,
8 <http://interconnection.bellsouth.com/guides/html/unes.html>, for
9 migrations to a 3rd party switching vendor/CLEC. This
10 Agreement does not supersede or otherwise nullify or modify
11 other restrictions, obligations or requirements set forth in any
12 separate agreement(s) governing MCI's relationship with
13 BellSouth for use of BellSouth's loop/port combinations
14 purchased pursuant to such separate agreements(s).

15 **ISSUE 30**

16 *How should disputes over alleged unauthorized access to CSR*
17 *information be handled under the agreement? (Attachment 6, Section*
18 *1.3.2)*

19 **Q. BELLSOUTH STATES THAT ITS CONTRACT LANGUAGE**
20 **WILL ENSURE THAT FCC RULES ARE FOLLOWED BY BOTH**
21 **PARTIES. (OWENS DIRECT, PAGES 5-6.) DO YOU AGREE?**

22 **A.** No. BellSouth's proposed process clearly goes far beyond the federally
23 mandated slamming rules. BellSouth seeks contract language that will
24 allow it to monitor MCI's retrieval of customer service records ("CSRs")
25 during the pre-sales process and determine on its own, and without any
26 set parameters, whether the CSR was retrieved legitimately. If BellSouth
27 decides that the record was not retrieved properly, it seeks the ability to
28 "accuse" MCI of unauthorized access and force it to provide "proof" that
29 the contact gave permission to retrieve the record, even if the person
30 never selected MCI's service and was never slammed. If MCI does not

1 provide that proof, BellSouth wants to file a complaint with the Florida
2 Commission and, if that complaint is resolved in its favor, BellSouth
3 wants to suspend MCI's right not just to retrieve records but to provide
4 service to all of MCI's customers.

5 Essentially, BellSouth's proposal allows BellSouth to be both
6 "judge and jury" in its interpretation of MCI's business practices.
7 BellSouth's language requires MCI to provide a letter of authorization
8 ("LOA") within 7 days of BellSouth's "accusation," even if the CSR
9 were retrieved months earlier. If the LOA is not provided, MCI must
10 request formal dispute resolution from the Commission or BellSouth will
11 "suspend and terminate service" (Owens Direct, p.6, line 4).

12 **Q. BELLSOUTH IMPLIES THAT THE FCC RULES REQUIRE AN**
13 **LOA FOR ACCESSING THE CUSTOMER SERVICE RECORD.**
14 **(OWENS DIRECT, P. 6.) DOES THE FCC REQUIRE THIS?**

15 **A.** No. BellSouth confuses CSR retrieval during the pre-order phase of the
16 sales process with slamming. (Owens p 5, line 25.) Slamming occurs
17 when a customer is transferred to another carrier without permission.
18 The FCC CPNI rules require that customers be informed that their CSR
19 includes proprietary information and that the carrier request permission
20 to access the record before retrieving it. A Letter of Authorization
21 ("LOA") or third-party validation is required when a customer agrees to
22 be transferred to the new carrier but not as part of the CSR retrieval
23 process.

1 **Q. IS THE PROCESS FOR RESOLVING A SLAMMING COINT**
2 **PROVIDED FOR IN THE CONTRACT?**

3 **A.** Yes. Slamming violations are covered in section 1.3.3 of the
4 interconnection agreement.

5 **Q. DOES MCI OBTAIN THE POTENTIAL CUSTOMER'S**
6 **PERMISSION TO REVIEW THE CSR?**

7 **A.** Yes. MCI accesses the CSR electronically via EDI or manually through
8 LENS, the BellSouth GUI. CSRs are accessed one record at a time, with
9 each record retrieved as a discrete transaction. Following the guidelines
10 established by the FCC, MCI asks the potential customer's permission
11 prior to accessing the CSR. This permission is indicated by checking a
12 box on the automated sales contact form. If the check box is not
13 completed, the CSR cannot be retrieved. Further, MCI cannot retrieve
14 CSRs in bulk. The CSR retrieval record is kept for 30 days for people
15 who do not select MCI service and for 90 days for those who do select
16 MCI service. In addition, customers selecting MCI service have their
17 selections confirmed by third-party verification ("TPV").

18 **Q. WHY DOES MCI ACCESS THE CUSTOMER'S SERVICE**
19 **RECORD?**

20 **A.** MCI accesses the CSR during the pre-sale portion of the local service
21 sales process to determine what features the potential customer currently
22 has, who his local carrier is, and what service delivery method is in
23 place. This information is necessary so that MCI can determine whether

1 it can even provide the service for which the customer is asking. For
2 example, if the CSR shows that the customer has BellSouth DSL, MCI
3 cannot sell him service without first telling him that he will lose his DSL
4 at migration, since BellSouth will not allow customers with its DSL to
5 migrate their voice to a competitive carrier while keeping the DSL with
6 it.

7 **Q. BELLSOUTH’S LANGUAGE ALLOWS MCI TO DISPUTE ITS**
8 **ALLEGATION OF IMPROPER USE OF THE SYSTEM PRIOR**
9 **TO SUSPENDING SERVICE. (OWENS DIRECT, PAGE 7.) WHY**
10 **WON’T MCI AGREE TO BELLSOUTH’S PROPOSAL?**

11 **A.** First, BellSouth has not offered any parameters for determining that
12 there has been “unauthorized access” to the CSR. MCI cannot agree to
13 such a completely open ended process, since it could lead to a
14 continuous and burdensome stream of such requests and dispute
15 resolution. Second, “slamming” (the alleged reason for BellSouth’s
16 language) is already covered in the contract. This language can be used
17 to resolve any complaint that MCI has migrated a customer without his
18 or her permission.

19 **Q. HAS MCI OFFERED COMPROMISE LANGUAGE?**

20 **A.** Yes, MCI has offered language that would ensure that MCI requests
21 CSRs on a one-by-one basis and does not seek to download bulk records
22 for marketing purposes or to damage or slow down BellSouth’s
23 Operational Support Systems (“OSS”). This reciprocal language will

1 protect both BellSouth and MCI from misuse of their systems and will
2 keep the Commission from having to deal with this sort of dispute.

3 MCI's proposed language follows:

4 *Neither Party shall access, use, or make available to third*
5 *parties the other Party's customer records for any purpose*
6 *other than in compliance with Applicable Law. Neither Party*
7 *shall deploy or make use of a system of "harvesting" or other*
8 *method of accessing the other Party's customer records on a*
9 *bulk basis. A Party only may access another Party's customer*
10 *records on an individual per-record basis and in compliance*
11 *with Applicable Law. BellSouth shall not use MCI customer*
12 *records for its own marketing purposes, nor make such records*
13 *available to other CLECs except in compliance with Applicable*
14 *law. MCI shall provide to BST access to customer record*
15 *information, including circuit numbers associated with each*
16 *telephone number where applicable. MCI shall provide such*
17 *information within four (4) hours after request via electronic*
18 *access where available. If electronic access is not available, MCI*
19 *shall provide to BST paper copies of customer record*
20 *information, including circuit numbers associated with each*
21 *telephone number where applicable within two (2) business days.*

22 **Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?**

23 **A.** Yes.