

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

DIRECT TESTIMONY OF SHERRY LICHTENBERG

On Behalf of

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

OCTOBER 21, 2005

1 **Q. Please state your name, title and business address.**

2 A. My name is Sherry Lichtenberg. I am Senior Manager for Operations
3 Support Systems Interfaces and Facilities Testing and Development in
4 the Consumer and Small Business Markets unit of MCImetro Access
5 Transmission Services LLC (referred to as "MCI" or "MCI_m"). My
6 business address is 1133-19th St., NW, Washington, DC 20036.

7 **Q. Please describe your responsibilities as Senior Manager for**
8 **Operations Support Systems Interfaces and Facilities Testing and**
9 **Development.**

10 A. My duties include working with the incumbent local exchange
11 companies ("ILECs") and MCI's technical and IT organizations to
12 establish commercially viable Operations Support Systems ("OSS").
13 This includes participating in the design and implementation of MCI's
14 local ordering interfaces, working with the ILEC to determine service
15 requirements, and participating in customer testing. I also help design,
16 manage, and implement MCI's local telecommunications services to
17 residential and small business customers on a mass market basis
18 nationwide. I have participated in contract negotiations and arbitrations
19 in each of the BellSouth states and was part of the team that negotiated
20 MCI's commercial agreement for local services.

21 **Q. Please describe your relevant experience with MCI and in the**
22 **telecommunications industry.**

1 A. I have twenty-three years of experience in the telecommunications
2 market, eight years with MCI and fifteen years with AT&T. Prior to
3 joining MCI, I was Pricing and Proposals Director for AT&T
4 Government Markets and Executive Assistant to the President, and Staff
5 Director for AT&T Government Markets. My special expertise is in
6 testing, OSS systems, and requirements analysis. My MCI experience
7 includes conducting market entry testing for New York, Texas and other
8 states, as well as representing MCI in the Michigan, Illinois, Wisconsin,
9 Indiana, Ohio, Texas, New York, Pennsylvania, Florida, Georgia and
10 California third-party Operations Support Systems (“OSS”) testing
11 efforts. I have also worked closely with MCI’s marketing and IT teams
12 to identify systems and sales requirements for both switching-based and
13 loop-based products. My AT&T experience includes working on the
14 development of the System 85 and System 75 (major Private Branch
15 Exchanges (“PBXs”)), product marketing and product management in
16 both the large business and federal areas.

17 **Q. What is the purpose of your testimony?**

18 A. I am addressing two issues in this contract arbitration — access to the
19 customer service record and the process to be used for “batch hot cuts”
20 to third party switching providers — Issues 9(b) and 30.

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Issue 9(b)

Should BellSouth be required to offer the Bulk Migration process for migrations of MCI customers to a third-party provided switching?

Q. What is MCI's position regarding this issue?

A. The Commission is currently addressing this issue on a generic basis in Docket No. 041388-TP. MCI believes that BellSouth should be required to follow the process ultimately established by this Commission in each state throughout the BellSouth region.

Issue 30

How should disputes over alleged unauthorized access to CSR information be handled under the Agreement?

Q. What language is MCI proposing for the CSR issue?

A. MCI proposes that the language in the interconnection agreement ("ICA") remain the same as that currently existing in the ICA; that is, MCI agrees not to access customer service information and CPNI without the customer's permission.

Q. What is BellSouth's proposal?

A. BellSouth proposes to create a process for monitoring and potentially "punishing" MCI for obtaining CSR information simply because BellSouth chooses to do so. BellSouth proposes that "either party may request that the other provide a copy of appropriate documentation" for its CSR requests whether or not there has been a customer complaint or other evidence of improper use of this information. Further, BellSouth

1 would require MCI to respond within seven days to a BellSouth
2 allegation of improper CSR access, but fails to define “improper.” More
3 importantly, if MCI does not respond to BellSouth or cannot provide the
4 information BellSouth requests, BellSouth would take it upon itself to
5 deny MCI the ability to order service for a new customer. BellSouth’s
6 proposal would allow BellSouth to (1) reject pending orders that have
7 not been completed; (2) reject any additional orders; and (3) cut off
8 MCI’s access to all of BellSouth’s ordering system. (Attachment 6,
9 Section 1.3.2.3.) This is certainly overkill, effectively rendering MCI’s
10 ordering system useless for all of its customers.

11 **Q. Why is BellSouth’s proposal unacceptable?**

12 A. First, it establishes BellSouth as the “policeman, judge, and jury” for
13 MCI’s use of BellSouth’s pre-order systems, a role that rightfully
14 belongs to this Commission and the FCC.

15 Second, MCI follows the FCC mandated rules for accessing
16 Customer Proprietary Information. Prior to requesting the CSR via
17 BellSouth’s systems, MCI requests the customer’s permission to do so.
18 The service representative indicates that permission was provided via a
19 checkbox on the internal MCI ordering screen, and pulls the data. If the
20 representative does not indicate that permission was given, no CSR can
21 be pulled. When the call ends, the information is discarded so that it may
22 not be used inappropriately. If a customer refuses permission to view the

1 CSR, it is not retrieved. MCI representatives are monitored on an on-
2 going basis to ensure that they follow the proper processes. MCI does
3 not use CSR information for marketing, data mining, or any purpose
4 other than to obtain the information necessary to understand what service
5 the customer currently has and whether an equivalent MCI service is
6 available. MCI retrieves CSRs on a real-time basis, one CSR at a time.
7 It does not retrieve CSRs in bulk.

8 Third, the contract already includes negotiated language between
9 MCI and BellSouth for resolving customer slamming complaints that
10 could arise as a result of inappropriate use of the CSR to generate a
11 service order (Attachment 6, Section 1.3.3). Should BellSouth believe
12 that MCI has accessed BellSouth's CSRs without appropriate
13 authorization, there are other remedies in the contract to address the
14 problem. Additionally, there are business-to-business processes used
15 today to resolve issues between the companies that may used should
16 such a problem arise.

17 BellSouth appears simply to want to monitor MCI's use of its
18 systems, something that is both unnecessary and anticompetitive.
19 BellSouth's proposed contract language would allow it to determine
20 what level of CSR access it believes is "appropriate." Indeed, it appears
21 that BellSouth could send MCI on a wild-goose chase to provide
22 burdensome documentation simply because it wanted to do so.

1 Finally, BellSouth is attempting to add language to the ICA
2 without providing any rationale for its necessity. To my knowledge,
3 BellSouth has never accused MCI of inappropriately using CSR data.
4 Rather, it simply appears to be creating a solution to a problem that does
5 not exist.

6 **Q. BellSouth's proposal is reciprocal. Doesn't MCI want to monitor**
7 **BellSouth's use of CSR data?**

8 A. No. Like MCI, BellSouth is required to follow the rules established by
9 the FCC for access to customer proprietary CSR data.

10 **Q. Is the process contained in the current ICA appropriate?**

11 A. Yes. The current ICA language, which has already been approved by
12 this Commission, has sufficiently addressed this issue and MCI knows of
13 no problems that would require any modifications to the language.

14 **Q. Does this conclude your direct testimony?**

15 A. Yes.