

# ORIGINAL

1 BELL SOUTH TELECOMMUNICATIONS, INC.  
2 REBUTTAL TESTIMONY OF EDDIE L. OWENS  
3 BEFORE FLORIDA PUBLIC SERVICE COMMISSION  
4 DOCKET NO. 050419-TP  
5 DECEMBER 1, 2005  
6

7 Q. PLEASE STATE YOUR NAME, YOUR BUSINESS ADDRESS, AND  
8 YOUR POSITION WITH BELL SOUTH TELECOMMUNICATIONS, INC.  
9 ("BELL SOUTH").

10

11 A. My name is Eddie L. Owens. My business address is  
12 675 West Peachtree Street, Atlanta, Georgia 30375. I am currently a  
13 Manager in BellSouth's Interconnection Services Marketing Organization.

14

15 Q. ARE YOU THE SAME EDDIE L. OWENS THAT FILED DIRECT  
16 TESTIMONY IN THIS PROCEEDING?

17

18 A. Yes. I filed Direct Testimony on October 21, 2005.

19

20 Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY FILED  
21 TODAY?

22

23 A. My testimony provides rebuttal to the direct testimony of Ms. Sherry  
24 Lichtenberg and Mr. Greg Darnell, on behalf of MCI metro Access  
25 Transmission Services, LLC ("MCI"). Specifically, I will address the

1 following issue numbers, in whole or in part: 30 and 32.

2

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

7

8 Q. IS THIS STILL AN ISSUE IN THE ARBITRATION?

9

10 A. No. The parties have recently settled this issue.

11

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

14

15 Q. ON PAGE 3 OF MS. LICHTENBERG'S TESTIMONY, SHE CLAIMS  
16 THAT BELLSOUTH'S PROPOSAL WOULD "CREATE A PROCESS FOR  
17 MONITORING AND POTENTIALLY 'PUNISHING' MCI FOR OBTAINING  
18 CSR INFORMATION SIMPLY BECAUSE BELLSOUTH CHOOSES TO  
19 DO SO." PLEASE COMMENT.

20

21 A. MCI's concern over potential "punishing" by BellSouth is unsubstantiated.  
22 If MCI is not violating federal law or its obligations in the agreement, MCI  
23 should have no fear of complying with its legal and contractual obligations.  
24 Further, if there is a dispute regarding alleged unauthorized access to  
25 Customer Service Record ("CSR") information, *the alleging Party* – prior to

1 any suspension or termination action – would bring such dispute to the  
2 Florida Public Service Commission (“Commission”) for expedited  
3 resolution and that no termination or suspension would occur for the  
4 duration of such a dispute.

5

6 With its proposed reciprocal language, BellSouth is attempting to ensure  
7 that *both* Parties meet their legal and contractual obligations to protect the  
8 Customer Proprietary Network Information (“CPNI”) that is contained in  
9 CSR information. Both Parties have agreed to refrain from accessing  
10 CSR information without an appropriate Letter of Authorization (“LOA”),  
11 and have agreed to access CSR information only in strict compliance with  
12 the law. Given such obligations, it is reasonable that if either Party  
13 suspects that the other Party is accessing CSR information (and therefore  
14 is violating the law and its contractual obligations), and the accused Party  
15 ***fails to produce a LOA or fails to dispute the unauthorized CSR***  
16 ***access allegations***, then the alleging Party should have the ability to take  
17 corrective action.

18

19 However, contrary to Ms. Lichtenberg’s claims and as repeated above, no  
20 service will be terminated if a party disputes an allegation by the other  
21 party that it has engaged in unauthorized access to CSR information. In  
22 such a scenario, the alleging party agrees to take the dispute to the  
23 Commission for expedited resolution and BellSouth will abide by any  
24 decision of the Commission resolving the dispute. Thus, if MCI is  
25 complying with its contractual and legal obligations regarding accessing

1 CSR information, there is no risk that MCI's service will be terminated.

2

3 Q. ON PAGE 4 OF HER TESTIMONY, MS. LICHTENBERG CLAIMS THAT  
4 BELLSOUTH'S PROPOSAL "WOULD REQUIRE MCI TO RESPOND  
5 WITHIN SEVEN DAYS TO A BELLSOUTH ALLEGATION OF IMPROPER  
6 CSR ACCESS, BUT FAILS TO DEFINE 'IMPROPER'". PLEASE  
7 COMMENT.

8

9 A. Improper CSR access occurs when a Competitive Local Exchange Carrier  
10 ("CLEC"), such as MCI, accesses CSR information, which is CPNI  
11 restricted, without the proper consent of the end-user who is responsible  
12 for the account.

13

14 BellSouth has proposed language to state that if the accused Party does  
15 not produce an appropriate LOA within seven (7) business days, then the  
16 alleging Party will notify the accused Party's *designated contact person by*  
17 *written and e-mail notice* that access to ordering systems will be  
18 suspended or services terminated unless the accused Party ceases or  
19 corrects the alleged unauthorized CSR access within five (5) calendar  
20 days. Accordingly, the accused party has at least 14 calendar days to  
21 produce an appropriate LOA. This should eliminate any concern about a  
22 suspension/termination notice becoming somehow overlooked because  
23 14 days is more than enough time for MCI to comply with its legal and  
24 contractual obligations.

25

1 Q. MS. LICHTENBERG, ON PAGE 5 OF HER TESTIMONY, CLAIMS  
2 "BELLSOUTH APPEARS SIMPLY TO WANT TO MONITOR MCI'S USE  
3 OF ITS SYSTEMS, SOMETHING THAT IS BOTH UNNECESSARY AND  
4 ANTICOMPETITIVE". PLEASE RESPOND.

5

6 A. BellSouth is not attempting to monitor MCI's use of its systems nor does  
7 BellSouth plan to implement a new process for the purpose of monitoring  
8 MCI's, or any other CLEC's access. In fact, BellSouth has no interest in  
9 MCI's systems or its ability or inability to collect LOAs in compliance with  
10 its CPNI obligations. However, when it comes to the attention of  
11 BellSouth that there appears to be improper access of CSRs, then  
12 BellSouth will take investigative action. This includes any improper  
13 access concerns brought to BellSouth's attention by end-user complaints.

14

15 Q. WHAT IS BELLSOUTH'S RECOMMENDATION TO THE COMMISSION  
16 ON THIS ISSUE?

17

18 A. As I stated in my Direct Testimony, the BellSouth language adopted by the  
19 Commission on this issue in the Florida Joint Petitioner arbitration  
20 proceeding (Docket No. 040130-TP, Order No. PSC-05-0975-FOF-TP) is  
21 sound and should be ordered here as well. The Commission's Order  
22 should alleviate any CLEC's concerns pertaining to unauthorized access  
23 to CSR information.

24

25 **Issue No. 32: What charges, if any, should be imposed for records changes**

1 **made by the Parties to reflect changes in corporate names or other LEC**  
2 **identifiers such as OCN, CC, CIC and ACNA?**

3

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

5

6 A. First, as stated in my Direct Testimony, this issue is not appropriate for  
7 arbitration in this proceeding because it involves a request by MCI that is  
8 not encompassed within BellSouth's obligations pursuant to § 251 of the  
9 Telecommunications Act of 1996 ("Act"). This is because a request to  
10 change records as a result of a merger or acquisition is initiated pursuant  
11 to a MCI business decision that is unrelated to any of BellSouth's  
12 obligations under the Act. That being said, BellSouth is not opposed to  
13 providing this service through the mergers and acquisition process, which  
14 was discussed extensively in my direct testimony; however, BellSouth  
15 must be able to recover its costs via a reasonable records change charge.  
16 BellSouth's Mergers and Acquisitions Team will provide the rates to a  
17 CLEC that is involved in, or contemplating, a merger or acquisition based  
18 on the products and services involved.

19

20 Q. MR. DARNELL, ON PAGE 46 OF HIS TESTIMONY, CLAIMS THAT THE  
21 COSTS BELLSOUTH INCURS TO CHANGE BILLING IDENTIFIERS IS  
22 CAPTURED IN THE COMMON COST THAT WAS APPLIED TO ALL  
23 RECURRING AND NONRECURRING UNE RATES. PLEASE  
24 COMMENT.

25

1 A. The work required for this process is not included in the recurring or  
2 nonrecurring cost of the assets being changed. For further details, please  
3 refer to the rebuttal testimony of BellSouth witness Bernard Shell.  
4

5 Q. ON PAGE 48 OF HIS TESTIMONY, MR. DARNELL CLAIMS THAT  
6 RECORD CHANGE ACTIVITY "SHOULD CONTINUE TO BE  
7 CONSIDERED TO BE A NORMAL AND ADMINISTRATIVE COST OF  
8 DOING BUSINESS AND ANY COSTS CAUSED BY THIS ACTIVITY  
9 SHOULD CONTINUE TO BE RECOVERED BY BELLSOUTH THROUGH  
10 THE FACTORS APPLIED TO ALL RECURRING AND NONRECURRING  
11 UNE RATES". DO YOU AGREE?  
12

13 A. No. There are numerous services, circuits, collocation arrangements, and  
14 other arrangements and assets that must undergo the records changes  
15 throughout BellSouth's systems. MCI has at least 75 Access Customer  
16 Name Abbreviations ("ACNAs") currently being used. Some of these  
17 ACNAs have thousands if not hundreds of thousands of end user  
18 accounts. In the event MCI or any CLEC requests to put everything under  
19 one roof, each end user account will have to be changed. The work  
20 required by BellSouth involves issuing and completing service orders on  
21 each account.  
22

23 These records changes are at the request of the CLEC, not BellSouth and  
24 are unrelated to BellSouth provisioning UNEs to any or all of the MCI  
25 entities. Indeed, the decision to reduce the number of MCI entities

1 purchasing services from BellSouth has nothing to do with MCI or any of  
2 its entities obtaining UNEs. BellSouth can and will still comply with its  
3 Section 251 obligations regardless of whether the MCI entity purchasing  
4 service today is operating under a different entity name tomorrow. As the  
5 cost causer, the CLEC should be responsible for the cost of the changes.  
6 It is not appropriate or fair to require BellSouth to fund the cost of changes  
7 of this type.

8

9 Q. MCI CLAIMS THAT ITS BANKRUPTCY PLAN PERMITS IT TO  
10 CONSOLIDATE ITS CODES WITHIN BELLSOUTH'S SYSTEMS AT NO  
11 COST TO MCI. PLEASE COMMENT.

12

13 A. BellSouth's does not agree with MCI's understanding of the MCI Plan of  
14 Reorganization. Should MCI decide to pursue enforcing the Order for the  
15 expired agreement pursuant to its erroneous interpretation, MCI should  
16 address the issue under its current agreement and through the bankruptcy  
17 court and not the Commission in a Section 252 arbitration for the new  
18 interconnection agreement.

19

20 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

21

22 A. Yes.

23 DM#612396