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Witness: Frederick C. Christensen

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Sponsoring Party: Southwestern Bell

Telephone, L.P., d/b/a/ SBC Missouri

Case No: TO-2005-0336

SOUTHWESTERN BELL TELEPHONE, L.P.,
d/b/a SBC MISSOURI

CASE NO. TO-2005-0336

DIRECT TESTIMONY

OF

FREDERICK C. CHRISTENSEN



Milwaukee, Wisconsin
May 9, 2005

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of Southwestern Bell Telephone, L.P.,
d/b/a SBC Missouri's Petition for Compulsory
Arbitration of Unresolved Issues for a Successor)
Agreement to the Missouri 271 Agreement ("M2A"))

Case No. TO-2005-0336

AFFIDAVIT OF FREDERICK C. CHRISTENSEN

STATE OF WISCONSIN

COUNTY OF MILWAUKEE)

, Fred Christensen, of lawful age, being duly sworn, depose and state:

- 1 My name is Fred Christensen. I am presently Area Manager-Regulatory Relations for Ameritech Services, Inc.
2. Attached hereto and made a part hereof for all purposes is my Direct Testimony.
3. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct to the best of my knowledge and belief.


Frederick C. Christensen

Subscribed and sworn to before me this day of May, 2005


Notary Public

My Commission Expires: November 20, 2005

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I. INTRODUCTION

1 **Q. STATE YOUR NAME AND BUSINESS ADDRESS.**

2 A. My name is Frederick C. Christensen. My business address is 845 N. 35th Street,
3 Floor 2, Milwaukee, Wisconsin.

4 **Q. WHO IS YOUR EMPLOYER AND WHAT IS YOUR POSITION?**

5 A. My employer is Ameritech Services, Inc. Specifically, I work in SBC's Industry
6 Markets Local Operations organization. My position is Area Manager – Legal
7 Support. I have held my current position since August of 2000.

8 **Q. WOULD YOU BRIEFLY DESCRIBE YOUR EDUCATIONAL**
9 **BACKGROUND AND WORK EXPERIENCE?**

10 A. I received a Bachelor of Science degree in Business Administration from Cardinal
11 Stritch College in Milwaukee, Wisconsin and a Master of Science in Quality and
12 Leadership from Marian College of Fond du Lac, Wisconsin. I have over 29
13 years of experience in the telecommunications industry with a varied background
14 in several distinct disciplines. I have had responsibilities within the Operator
15 Services organization, the Network Switch Translations organization, the
16 Wholesale Service Center organization, the Service Management organization,
17 and the Industry Markets Regulatory organization.

18 **Q. WHAT ARE YOUR RESPONSIBILITIES AS AREA MANAGER –**
19 **LEGAL SUPPORT FOR THE LOCAL OPERATIONS ORGANIZATION?**

20 A. I am responsible for monitoring the performance of SBC's Local Service Center
21 ("LSC"), Local Operations Center ("LOC") and Operations Support Systems
22 ("OSS") and for investigating complaints involving or impacting LSC, LOC and
23 OSS operations. In addition, I coordinate changes within the LSC, LOC and OSS
24 as necessary to comply with regulatory requirements and I provide requested
25 information and testimony to regulatory bodies regarding LSC, LOC and OSS

1 operations as needed.

2 **II. EXECUTIVE SUMMARY**

3 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

4 A. My testimony addresses MCIIm OSS Issues 1-3; Navigator OSS Issue 2; AT&T
5 UNE Issues 8 and 11; MCIIm UNE Issues 9, 11, 17 and 21; WilTel UNE Issue 8;
6 CLEC Coalition UNE Issues 11 and 63; WilTel UNE Issue 8; CLEC Coalition
7 GT&C Issues 11 and 17; and Charter GT& C Issue 28. In general, however, my
8 testimony will demonstrate:

9 1. Why MCIIm's argument regarding OSS Issue 1 - that SBC
10 Missouri demonstrate its damage before MCIIm must indemnify
11 SBC for damages caused when unauthorized individuals gain
12 access to SBC Missouri's OSS via MCIIm's systems - does not
13 adequately describe the underlying issue between the parties. SBC
14 Missouri has no issue proving that its OSS was accessed by a party
15 using MCIIm's systems. SBC Missouri also has no issue proving
16 that it or other users of OSS were damaged by that unauthorized
17 access allowed by MCIIm.

18 However, once that unauthorized access has been proven,
19 MCIIm should bear the responsibility for its allowing the access to
20 occur. That can only happen through the indemnification language
21 offered by SBC Missouri. Additional information regarding SBC
22 Missouri's proposed indemnification language will be found below
23 in the discussion of MCIIm OSS Issue 3.

- 1 2. Why MCIIm's proposed OSS appendix language proposed in
2 connection with OSS Issue 2 regarding the CLECs' access to
3 Customer Proprietary Network Information ("CPNI") is counter to
4 the protections required of the parties by the FCC. The
5 Commission should not allow MCIIm to turn SBC Missouri's OSS
6 into MCIIm's marketing tool by allowing MCIIm to electronically
7 access CPNI without the end users' permission to convert to
8 MCIIm service. The end user has no relationship with MCIIm until
9 he or she has made the decision to convert to MCIIm service.
10 SBC's position has been upheld by the FCC in its CPNI Docket.
- 11 3. With regard to MCIIm OSS issue 3, why MCIIm should be required
12 to indemnify SBC Missouri for any OSS damage incurred by SBC
13 Missouri if MCIIm allows unauthorized parties access to the OSS.
14 SBC Missouri's proposes indemnification language ensures that
15 MCIIm will not engage in unauthorized or impermissible access to
16 SBC Missouri's OSS, thereby avoiding potential damage to SBC
17 Missouri's OSS and other users of OSS. SBC Missouri's
18 indemnification language reflects MCIIm's responsibility to guard
19 access to its systems that are used to access SBC Missouri's
20 systems to indemnify SBC Missouri for any harm caused by
21 unauthorized access to SBC Missouri's systems. Thus, for
22 example, MCIIm would be at fault if it allowed a third party to gain
23 access to SBC Missouri's OSS via MCIIm systems and that access

1 resulted in negative impacts for other users of OSS. In such case,
2 MCIIm should indemnify SBC Missouri for the unauthorized
3 access that it allowed. SBC Missouri's language is reasonable and
4 the Commission should adopt it, so as to protect all users of OSS
5 and their end users.

6 4. Why Navigator's proposed language regarding Navigator OSS
7 Issue 2 regarding the hours of operation of SBC Missouri's support
8 organizations is unreasonable and ill-advised. SBC Missouri
9 should not be required to provide Saturday coverage in its LSC and
10 LOC. Navigator's proposed language is unreasonable because
11 these centers have run well for years without Saturday hours, and
12 Navigator's order volumes do not warrant instituting Saturday
13 coverage in either work group. Further, Navigator's proposed
14 language is ill-advised because ordering and provisioning greatly
15 impact all CLECs not just Navigator. As a result, Navigator's
16 proposal, if entertained at all, should be raised at the industry-wide
17 CLEC Users Forum ("CUF"), not in the context of this arbitration
18 proceeding. That forum alone would allow all parties, including
19 SBC Missouri and all interested CLECs, to engage in open and
20 sincere dialog regarding the need for those requested operational
21 changes.

22 5. Why SBC Missouri opposes proposed language offered by AT&T
23 with regard to AT&T UNE Issue 8. The AT&T proposed language

1 would require SBC Missouri to perform impossible tasks. That is,
2 in the event of a conversion from an SBC Missouri provided
3 service to an AT&T provided service, the end user should never be
4 out of service. SBC Missouri does strive to keep any outages at a
5 minimum, however, the physical reality is that the connection to
6 SBC Missouri's switching machine must be broken and a
7 connection to the AT&T switching machine then connected.

8 Additionally, AT&T's language would require any such
9 conversion to occur using a single Local Service Request ("LSR").
10 Again, AT&T is proposing the impossible since it will likely be
11 converting services that are supplied by SBC Missouri via its
12 switching machine to a service supplied by AT&T's switching
13 machine. In that event, a disconnect order is required to
14 disconnect the end user's service within the SBC Missouri network
15 and a connect order is required to connect the end user's cable pair
16 to the AT&T switching machine. That kind of conversion takes
17 two orders.

- 18 6. Why new processes and procedures, required for new products and
19 services such as Commingling, should continue to be implemented
20 using the Bona Fide Request ("BFR") as well as the collaborative
21 Change Management Process ("CMP") guidelines. While some
22 CLECs regard the timeframes associated with these options as
23 somewhat lengthy, CLECs overall do support the CMP (the only

1 BFR submitted in Missouri since June 2004 did not continue on to
2 the implementation stage at the CLEC's option).

3 Thus, the CLECs' proposed language regarding new
4 processes and procedures required to provision new products and
5 services should be rejected. AT&T, for example, offers language
6 that would only allow SBC Missouri to charge a mechanized
7 service order charge regardless of how a new Commingled
8 arrangement had to be provisioned. (See AT&T UNE Issue 11).
9 MCIm proposes language that would allow it to circumvent the
10 collaborative process and normal ordering procedures by defining
11 specific order processes within the ICA allowing it to send
12 spreadsheets to SBC Missouri rather than the industry approved
13 ordering processes of the LSR and the Access Service Request
14 ("ASR"). (See MCIM UNE Issues 9, 17 and 21). Both proposals
15 are without merit. SBC Missouri must maintain a planned,
16 systematic and logical process for introducing new ordering
17 procedures for new products and services. Those processes are the
18 BFR and the CMP.

- 19 7. Why the CLEC Coalition UNE Issue 11 is wrong to not embrace
20 the collaboratively arrived at standard billing dispute process and
21 why that process should be the appropriate vehicle for processing
22 the CLEC Coalition's billing disputes. In collaboration with the
23 CLECs, SBC Missouri refined the appropriate billing dispute

1 process based on CLECs' input. The resulting standardized form
2 helps to better ensure that CLECs provide the required information
3 to the LSC Billing team when the CLEC first submits its billing
4 claim. If the CLEC provides the required information, then the
5 LSC can process the CLEC's claim expeditiously. The CLEC
6 Coalition's language ignores but would surely subvert this
7 standardized process. It is in the best interests of the CLEC
8 Coalition members to use the standardized form so that any billing
9 claims issued by the CLEC Coalition can be processed in the most
10 expeditious manner.

11 8. Why the CLEC Coalition's proposed language regarding CLEC
12 Coalition UNE Issue 63 is not in the best interests of all CUF
13 participating CLECs and SBC Missouri. The CLEC Coalition's
14 proposed language would set the CLEC Coalition above other
15 CLECs with regard to non-OSS processes by allowing the CLEC
16 Coalition to circumvent the CUF process altogether. SBC
17 Missouri believes that the CUF is the appropriate forum for the
18 parties to deal with non-OSS issues. The CLEC Coalition's
19 language is, therefore, inappropriate.

20 9. Why proposed WilTel UNE Issue 8 language regarding process
21 development is ill-advised and unworkable. WilTel's language
22 would require SBC Missouri to create new OSS processes and
23 procedures for new products within 30 days of WilTel's request.

1 Such expedited and haphazard introduction of OSS changes would
2 be detrimental to all users of OSS and, therefore, should be
3 rejected.

4 10. Why a standard method of processing billing disputes between the
5 parties is appropriate and why SBC Missouri cannot agree with the
6 CLEC Coalition's proposed language regarding CLEC Coalition
7 Issue GT&C 11. SBC Missouri's language recognizes the
8 collaboratively refined standardized billing dispute process as the
9 appropriate method for CLECs to issue a billing dispute to SBC
10 Missouri, while the CLEC Coalition language does not recognize
11 the standard process at all. SBC Missouri believes that the
12 standard process better assures that CLECs provide the appropriate
13 information required by SBC Missouri to process a CLEC's claim
14 and that the CLEC Coalition's lack of recognition of that process
15 invites delay and inaccuracy in to the process.

16 11. Why the CLEC Coalition's proposed language regarding CLEC
17 Coalition Issue GT&C 17 should be rejected by the Commission
18 entirely. The CLEC Coalition's proposed language on the surface
19 recognizes the value of the CUF and CMP, however, it would
20 allow the CLEC Coalition to override collaboratively arrived at
21 decisions made in both the CUF and CMP. That myopic position
22 is untenable for SBC Missouri in that it would be forced to create a
23 completely separate OSS for the CLEC Coalition only or would

1 delay implementation of collaborative process changes until every
2 CLEC Coalition member changed its contract language to allow
3 the change to occur. The CLEC Coalition's language flies in the
4 face of the collaborative process and gives it an unfair advantage
5 over other CUF and CMP participating CLECs.

6 12. Finally, why Charter should be required to use SBC Missouri's
7 OSS in ordering local wholesale services from SBC Missouri.
8 Charter's GTC Issue 28 disputed language does not specifically
9 state how it would issue LSRs and ASRs to SBC Missouri.
10 Rather, it appears to inappropriately shift the costs of processing
11 Charter service orders from Charter to SBC Missouri. As the cost
12 driver, Charter should pay for the costs it is creating, which would
13 include any service orders that SBC Missouri must process on
14 behalf of Charter. Simply stated, Charter should use the OSS
15 provided to make ordering as easy as possible for the CLEC and
16 should not attempt to shift its administrative costs to SBC
17 Missouri.

18 **III. MCIIm OSS ISSUES 1**

19 **MCIIm Issue Statement 1:** *In the event of unauthorized access for use of SBC*
20 *Missouri's OSS by MCIIm personnel, should SBC be*
21 *required to demonstrate that it incurred damages*
22 *caused by the unauthorized entry, before MCIIm is*
23 *obligated to indemnify SBC?*

24
25 **SBC Issue Statement :** *To what extent should MCIIm be required to*
26 *indemnify SBC Missouri in the event of*
27 *unauthorized access for use of SBC Missouri's*
28 *OSS by MCIIm personnel?*

1
2 **Q. WHAT IS IN DISPUTE BETWEEN THE PARTIES?**

3 A MCIm's characterization of MCIm OSS Issue 1 in its Issue Statement does not
4 fully address the true underlying system security issues on which the parties
5 disagree - that is, the way in which MCIm controls access to its systems used to
6 access SBC Missouri's OSS, and whether MCIm bears any financial burden for
7 allowing unauthorized access to SBC Missouri's OSS through MCIm's systems.

8 SBC Missouri's position is that MCIm should bear the full responsibility
9 to control access to its system entry points. SBC Missouri's proposed language
10 simply protects SBC Missouri in the event that MCMm allows unauthorized
11 parties to access SBC Missouri systems and that access results in unforeseen costs
12 or expenses to other CLECs, CLEC end users or SBC Missouri.

13 Additionally, MCIm claims that the indemnification clauses found in the
14 OSS Appendix are unnecessary because the General Terms and Conditions
15 ("GTC") Attachment contains certain indemnification language. However, SBC
16 Missouri believes that the indemnification language found in the GTC is not
17 specific enough to care for the potential harm that could result from misuse of
18 SBC Missouri's OSS by an unauthorized party.

19 **Q. DOES SBC MISSOURI OPPOSE DEMONSTRATING THAT ITS OSS**
20 **WERE BREACHED BY SOMEONE USING MCIM'S SYSTEMS?**

21 A. No, SBC Missouri is not opposed to demonstrating to MCIm that MCIm's
22 systems were used in such a manner.

23 **Q. WHY IS INCLUSION OF INDEMNIFICATION LANGUAGE WITHIN**
24 **THE OSS ATTACHMENT APPROPRIATE?**

25 A. As noted above, SBC Missouri's proposed indemnification language, within the
26 OSS Attachment, protects it from potential damages that may result from MCIm's

1 allowing unauthorized access to SBC Missouri's OSS. MCIIm alone controls
2 access to its systems. SBC Missouri does not have control over those systems. If
3 MCIIm fails to adequately protect its systems and that lack of protection results in
4 misuse of or damage to SBC Missouri's OSS, MCIIm should bear the
5 responsibility of that misuse or damage. If MCIIm truly believes that the proposed
6 language within paragraph 2.2 of the proposed OSS Appendix is duplicative, SBC
7 Missouri would be willing to consider strengthening the GTC indemnification
8 language with a specific OSS provision. Nevertheless, SBC Missouri believes
9 that its more specific language proposed for paragraph 2.2 is necessary to
10 sufficiently address the heightened importance of OSS to CLECs and SBC
11 Missouri. That language should be adopted by the Commission.

12 **Q. HAVE ANY OTHER REGULATORY BODIES AGREED WITH SBC**
13 **MISSOURI'S POSITION THAT A CLEC IS RESPONSIBLE FOR**
14 **UNAUTHORIZED ACCESS TO SBC MISSOURI'S OSS IF THAT**
15 **ACCESS IS MADE VIA CLEC SYSTEMS?**

16 A. Yes. The Michigan Public Service Commission ("MPSC") agreed with SBC
17 Missouri's affiliate company SBC Michigan when it resolved a similar arbitration
18 issue in SBC Michigan's favor in Case U-12952. In that case, the MPSC held
19 that, "TDS (Metrocom) is in the best position to ensure that its equipment and
20 access to the OSS are not abused or misused. Even if a situation arose in which
21 unauthorized access could not be said to be TDS's direct fault, if the access is
22 gained through TDS's equipment or personnel, TDS should be responsible for the
23 damages that may result"¹

24 **Q. HOW SHOULD THE COMMISSION RESOLVE THIS ISSUE?**

25 A. Like TDS Metrocom in Michigan, MCIIm in Missouri is in the best position to

¹ MPSC Order in Case U-12952 issued 9/7/01 p. 28

1 ensure that its equipment and access to SBC Missouri's OSS are not abused or
2 misused. The Commission should adopt SBC Missouri's language and, thereby,
3 help to ensure the protection of SBC Missouri's OSS for the benefit of all CLECs
4 and their end users.

5 **IV. MCIIm OSS ISSUE 2 –**

6 **Issue Statement:** *May MCIIm view Customer Proprietary Network*
7 *Information prior to obtaining authorization to*
8 *become the end user's local service provider.*
9

10 **Q. WHAT IS THE DISPUTE ON THIS ISSUE?**

11 A. MCIIm demands immediate electronic access to CPNI of another carrier's or SBC
12 Missouri's end users for marketing purposes, as opposed to utilizing the pre-OSS
13 ordering procedures all CLECs have used for years (i.e., the process of a CLEC's
14 gathering information to prepare and place a service order). MCIIm's OSS Issue 2
15 principally concerns language that SBC Missouri proposes in OSS section 2.5
16 clarifying the appropriate use of CPNI housed in SBC Missouri's OSS. Most of
17 the proposed language is not in dispute. Section 2.5 of the proposed OSS
18 Attachment reads as follows, with the language proposed by SBC Missouri and
19 opposed by MCIIm in bold:

20 Within SBC MISSOURI, and other SBC
21 MISSOURI regions, MCIIm's access to pre-order
22 functions described in Section 3.2.2.1 will only be
23 utilized to view Customer Proprietary Network
24 Information (CPNI) of MCIIm's end user customer
25 accounts and any other end user customer accounts
26 where MCIIm has obtained an authorization for
27 release of CPNI from the end user customer **and**
28 **has obtained an authorization to become the end**
29 **user customer's Local Service Provider.**
30

31 SBC Missouri proposes this bolded language, for legal, practical and operational

1 reasons. A carrier should not be permitted to use OSS to view CPNI for end user
2 customers of other local providers until the carrier has obtained authorization
3 from that customer to become its local service provider.

4 **Q. ARE YOU SAYING THAT A CARRIER HAS TO BECOME THE END**
5 **USER’S LOCAL SERVICE PROVIDER BEFORE IT CAN OBTAIN A**
6 **COPY OF THAT CUSTOMER’S SERVICE RECORDS?**

7 A. No, I am saying only that in order to use SBC Missouri’s OSS to access another
8 carrier’s end user records, a CLEC must first have the end user’s agreement to
9 convert. At any time upon proper written request and with the approval of the end
10 user customer, SBC Missouri will send a hard copy of an end user’s Customer
11 Service Record (“CSR”) information to the requesting carrier, in compliance with
12 Section 222 of the Telecommunications Act of 1996 (“the Act”). However, with
13 specific regard to OSS, the FCC has determined that ILECs do not have an
14 obligation to provide access to OSS for purposes other than for pre-ordering,
15 ordering, provisioning, repair/maintenance and billing.²

16 **Q. DOES MCIM’S DEMAND FOR CPNI ACCESS PRIOR TO OBTAINING**
17 **END USER AUTHORIZATION TO CONVERT CONSTITUTE PRE-**
18 **ORDER FUNCTIONS?**

19 A. No, obtaining CPNI without the end user customer’s authorization to convert is
20 not a pre-order function. A carrier is not in a pre-order mode until it needs access
21 to the CSR to prepare and submit an order (i.e., it needs specific customer
22 information to proceed to the order preparation and submission stage). More
23 importantly, at that stage, it must have the customer’s permission to convert.

24 MCIm is attempting to blur the distinction between properly accessing

² In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, Third Report and Order, 15 FCC Rcd 3696 (1999) (“UNE Remand Order”), paras. 425- 426.

1 OSS to order local service for a specific end-user and improperly accessing OSS
2 to obtain information for marketing services to potential customers. The CLECs'
3 proposal, in effect, would turn SBC Missouri's OSS into a vast CLEC marketing
4 database, replete with end users' CPNI. SBC Missouri's electronic pre-ordering
5 interfaces allow CLECs to obtain information necessary to issue an order after a
6 CLEC has obtained proper end user authorization to transfer service from a local
7 service provider to the requesting carrier and permission to view CPNI. Under
8 SBC Missouri's proposal, the customer's CPNI would remain protected and OSS
9 would not be misused for marketing purposes.

10 **Q. WHY DOES SBC MISSOURI OBJECT TO MCIMM'S EFFORT TO USE**
11 **OSS TO OBTAIN MARKETING INFORMATION?**

12 A. Allowing CLECs to use OSS for marketing purposes unnecessarily exposes end
13 users' CPNI without proper authorization and could lead to abuse. Unscrupulous
14 carriers could use OSS to electronically "data mine" and retrieve CSR
15 information purely for marketing purposes. The process today allows CLECs to
16 use Pre-Order OSS by indicating in the Letter Of Authorization ("LOA") check
17 box that they have all authorizations required by law from the end user and/or
18 carrier in compliance with the terms of their ICA. Granting CLECs' access to the
19 CPNI of other carriers' customers without adhering to this process could harm
20 end users. In fact, even with this requirement in place, some carriers still have
21 engaged in slamming, as well as in electronic screen scraping of large amounts of
22 CSR data for marketing purposes. While SBC Missouri tries to monitor and
23 resolve misuse when it occurs, a strong contractual requirement prohibiting
24 misuse (especially with respect to Pre-Order CSR Inquiries) is important to

1 protect carriers and their customers alike.

2 In addition to these critical privacy and operational concerns, marketing
3 simply is not an OSS function, as noted above. OSS contains the CPNI of all end
4 users served by the SBC Missouri network, including the CPNI of end users of all
5 non-facilities-based CLECs and SBC Missouri retail. SBC Missouri is not
6 obligated to provide OSS for marketing purposes and, as I explained above, doing
7 so would have significant negative consequences for consumers.

8 **Q. HAS THE FCC ADDRESSED THIS PREORDER ISSUE?**

9 A. Yes. MCI previously raised this same issue in the FCC's CPNI docket.³
10 There, MCI sought a determination from the FCC that would have allowed
11 MCI to access CPNI while marketing to a potential customer. The FCC
12 rejected MCI's request outright, finding that "MCI ... does not establish how its
13 need for this information during an initial cold call to a potential customer
14 overcomes that customer's privacy interests – especially since there is no existing
15 business relations, making MCI . . . or another similarly situated carrier a third
16 party to the consumer."

17 **Q. HAVE ANY OTHER COMMISSION IN THE SBC SOUTHWEST FIVE**
18 **STATE REGION ADDRESSED SIMILAR CPNI ISSUES?**

19 A. Yes. The Oklahoma Corporation Commission ("OCC") ruled as follows in Order
20 449960, entered on March 14, 2001 in Cause No. PUD 200000587⁴, at page 14:
21 "The Commission finds that AT&T should not be permitted access to Customer
22 Proprietary Network Information (CPNI) for a specific end-user, unless AT&T is

³ See Third Report and Order, *In the Matter of Implementation of the Telecommunications Act of 1996; Telecommunications Carriers' Use of Customer Proprietary Network Information and Other Customer Information*, CC Docket Nos. 69-115, 96-149 and 00-257, 17 FCC Rcd. 14860 ("CPNI Order").

⁴ Application requesting Oklahoma Corporation Commission ("OCC") to arbitrate the unresolved issues in the interconnection agreement between AT&T and SWBT.

1 providing local exchange service to that end-user. The Commission finds that the
2 purpose of this Agreement is to identify terms and conditions for the provisioning
3 of local exchange service, not to identify terms under which long distance service
4 may be bundled with local exchange services. Accordingly, unless AT&T is
5 providing local exchange service to the end user, AT&T should not be permitted
6 to utilize the OSS of SWBT to provide optional local exchange related services to
7 the end-user.”

8 **Q. CAN A CLEC OBTAIN ACCESS TO CUSTOMER SERVICE RECORDS**
9 **FOR PROSPECTIVE END USERS?**

10 A. Yes. As noted above, SBC Missouri provides CLECs CSR information in the
11 same manner as most CLECs provide such information to SBC Missouri – in hard
12 copy form either by fax or mail. From the CSR, CLECs can determine the end
13 user’s type of service. It is important to point out that SBC Missouri provides
14 CLECs nondiscriminatory access to its OSS. That is, SBC Missouri gives its
15 retail operations no greater access. Consistent with SBC Missouri’s proposal for
16 CLEC OSS access, SBC Missouri’s retail operations may not obtain CSR
17 information about any other CLEC’s end user via OSS without first obtaining the
18 end user’s permission to convert, verified in accordance with the FCC’s anti-
19 slamming rules.

20 **Q. HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?**

21 A. For privacy, operational and other reasons, the Commission should adopt SBC
22 Missouri’s language, which protects Missouri consumers, and should reject
23 MCI’s proposed language, which places achieving MCI’s marketing goals but
24 ignores all of the other more important considerations.

25

1 **V. MCIm OSS ISSUE 3**

2 **Issue Statement 3:** *Should MCIm be responsible for cost incurred as a*
3 *result of inaccurate ordering or usage of the OSS?*
4

5 **Q. WHAT IS THE DISPUTE BETWEEN THE PARTIES?**

6 A. Although MCIm did not provide a position statement in the Decision Point List
7 (“DPL”), SBC Missouri understands that MCIm opposes SBC Missouri proposed
8 language that would require MCIm to pay all reasonable costs or expenses
9 incurred by SBC Missouri should MCIm submit inaccurate or incomplete orders
10 or misuse SBC Missouri’s OSS (if those costs or expenses have not been
11 recovered through other charges assessed by SBC Missouri to MCIm).

12 **Q. WHY HAS SBC MISSOURI PROPOSED THIS LANGUAGE?**

13 A. As noted above, MCIm should be responsible for its access and use of its systems
14 and processes, and only MCIm can control access to its internal systems and
15 processes. If careless use of MCIm’s systems or processes result in misuse of or
16 damage to SBC Missouri’s OSS or manual ordering processes, MCIm should be
17 required to make SBC Missouri whole by reimbursing SBC Missouri for the cost
18 and expenses associated with MCIm’s failure to fully control access to its systems
19 and processes.

20 **Q. HOW SHOULD THE COMMISSION RESOLVE THIS ISSUE?**

21 A. The Commission should ensure that the responsible party bears the costs that it
22 has created through its less than adequate system protection. That is, if
23 unauthorized access to SBC Missouri’s OSS were to occur due to MCIm’s failure
24 to adequately protect access to its own systems, MCIm should bear the costs and
25 expenses to SBC Missouri, if any, associated with that unauthorized access. The
26 Commission should, therefore, approve SBC Missouri’s language.

VI. NAVIGATOR OSS ISSUE 2

1 **Issue Statement:** *Is the CMP (“Change Management Process”) the*
2 *Appropriate forum to address a change to the hours of*
3 *operation for the LSC and the LOC?*
4

5 **Q. WHAT IS THE DISPUTE BETWEEN THE PARTIES?**

6 A. The dispute is whether SBC Missouri should be required to fully staff its LSC and
7 LOC on Saturdays in order to process Navigator’s LSRs. Navigator is proposing
8 language that would require such staffing. SBC Missouri objects to that language.
9 Additionally, SBC Missouri submits that because Navigator’s proposal would
10 affect all CLECs, it should be referred to the CUF which is an SBC 13-state
11 industry forum that is dedicated to collaborative discussion regarding non-OSS
12 operational issues and manual process improvement.

13 **Q. WHY DOES SBC MISSOURI OBJECT TO NAVIGATOR’S PROPOSED**
14 **LANGUAGE REGARDING SUPPORT ORGANIZATION HOURS?**

15 A. For several reasons. The FCC has already found that SBC Missouri meets its
16 nondiscriminatory access obligations without SBC Missouri’s having agreed to
17 such an arrangement as Navigator proposes here. In particular, the FCC found
18 that SBC Missouri provides CLECs with non-discriminatory access to OSS and to
19 the order processing functions required for CLECs to submit their requests.⁵

20 Since the LSC provides manual pre-ordering and ordering functions and
21 the LOC provides CLEC provisioning and maintenance functions, the FCC’s
22 finding necessarily means that the LSC and LOC were providing support services

⁵ See Memorandum Opinion and Order, In the Matter of Joint Application by SBC Communications Inc., Southwestern Bell Telephone Company, and Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long Distance Pursuant to Section 271 of the Telecommunications Act of 1996 To Provide In-Region, InterLATA Services in Arkansas and Missouri, CC Docket No. 01-194), FCC 01-338, released: November 16, 2001 (“Under checklist item 2, a BOC must demonstrate that it provides nondiscriminatory access to the five operational support systems (OSS) functions: (1) pre-ordering; (2) ordering; (3) provisioning; (4) maintenance and repair; and (5) billing. We find that SWBT provides non-discriminatory access to its OSS in Arkansas and Missouri.”).

1 that allowed efficient CLECs nondiscriminatory access to OSS and a meaningful
2 opportunity to compete. It is important to note that the LSC and LOC hours of
3 operation have remained stable for a long period of time while both organizations
4 continue to support CLEC pre-ordering, ordering, provisioning, maintenance and
5 billing activities. These centers were opened in January of 1997 and have never
6 been staffed on Saturdays.

7 Second, Saturday staffing is not justified by only one CLEC's request,
8 particularly given that this CLEC's order volumes do not justify such special
9 treatment. According to aggregate and CLEC specific Performance Measurement
10 ("PM") 13a data, Navigator order volumes in Missouri during the period of April
11 2004 through March of 2005 represent **____** of all SBC Missouri local
12 wholesale EDI and LEX ordering activity. Also according to PM 13a data,⁶
13 Navigator averages **____** LSRs that require manual processing per day. This
14 data boils down to one thing. Navigator is proposing that SBC Missouri staff its
15 manual work centers for one extra day per week in order to process an average of
16 **____** manual Missouri LSRs during that extra day. Such volumes simply do
17 not warrant an extra day of staffing in the LSC or LOC, particularly when there is
18 no reason to believe that these orders cannot be processed Monday through
19 Friday.



20 To be clear, it is not the case that Navigator cannot perform pre-order
21 functions or issue LSRs (i.e., place orders) via the OSS on Saturdays. On the
22 contrary, the Electronic Data Interface ("EDI") and WebLEX systems are
23 available to Navigator on Saturdays between the hours of 5:00 a.m. through 10:59

⁶ PM 13a data used to determine daily averages and percentages.

1 p.m. (excepting during required maintenance). Considering the small number of
2 Navigator's LSRs that do not flow through SBC Missouri's OSS there is no
3 justification to Navigator's attempt to change the LSC's and LOC's business
4 hours in this manner.

5 Third, as with other businesses, both Navigator and SBC Missouri
6 determine their own hours of operation. That is, Navigator knows its customer
7 base and is free to staff its work centers according to its own business needs.
8 Likewise, SBC Missouri strives to understand and meets the needs of its
9 wholesale customers and should likewise be able to staff its wholesale work
10 centers accordingly for the greatest benefit of all CLECs. A single wholesale
11 customer should not be allowed to change the hours that SBC Missouri believes
12 best fits its overall wholesale customer base and processing needs through ill-
13 advised contract language, especially when no other wholesale customer has
14 pushed for that language.

15 Finally, it is inappropriate for Navigator to bring this kind of request to the
16 negotiating table since it is asking for a change that would impact all CLECs
17 using SBC's manual ordering processes. Manual ordering process changes
18 should be taken to the CUF for general discussion among all CLECs. The CUF
19 has been and remains the appropriate venue for requests that impact manual
20 processes. Navigator should not be allowed to circumvent the CUF process by
21 offering language that is unproductive, counterintuitive and completely
22 unnecessary.

23 **Q. PLEASE EXPLAIN HOW THE CUF WORKS.**

24 A. CUF is an SBC 13-State industry forum that is specifically intended to care for

1 issues regarding manual order processing, billing, provisioning and maintenance
2 of CLEC services. CLECs actively participate alongside SBC Missouri during
3 monthly sessions either in person or via conference call. Each participant is free
4 to raise specific issues for consideration and debate by the CUF in order to foster
5 their resolution. In many cases, an issue raised by one CLEC is recognized as
6 impacting another CLEC, thereby fostering dialogue among all of the participants
7 in the forum. The CUF participants track the issues, fully discuss the issues, and
8 work toward their resolution by involving the appropriate work groups or
9 individuals who can have an impact on the problem. When an issue is adopted by
10 the CUF, both SBC ILEC and CLEC issue sponsors are identified. It is the
11 sponsors' responsibility to coordinate efforts to resolve the specific issue for the
12 CLEC and to report on his or her progress to the CUF at large during subsequent
13 meetings. Given that Navigator's requested language would impact all other
14 CLECs, it is only appropriate that Navigator bring the issue to the CUF for input
15 from all participating CLECs.

16 **Q. HOW SHOULD THE COMMISSION RESOLVE THIS ISSUE?**

17 A. The Commission should adopt SBC Missouri's proposed language, which strives
18 to provide the appropriate level of support for all CLECs by memorializing the
19 current hours of operation for the LSC and LOC. These hours were acceptable to
20 the FCC and have been in place for several years. The Commission should not
21 allow Navigator (a single CLEC with minimal order volumes) to arbitrarily
22 change the hours of operation for SBC Missouri's wholesale work centers through
23 proposed contract language.

VII. AT&T – UNE ISSUE 8

Issue Statement:

c.) Is SBC Missouri obligated to make conversions in a seamless manner when there is no such obligation under applicable law?

d) Must SBC Missouri permit AT&T to request multiple conversion using a single request?

Q. WHAT IS IN DISPUTE BETWEEN THE PARTIES?

A. Aside from the argument regarding legal requirements, SBC Missouri believes that AT&T's following proposed language should be rejected:

Any conversion to another service arrangement shall be provided in a seamless manner without any customer disruption or adverse effects to service quality. When the conversion is to an analogous access service or alternative service arrangement, SBC MISSOURI shall permit AT&T to request the conversions using a single request. SBC MISSOURI shall not assess AT&T any non-recurring charges for such conversions"

This language is unreasonable and does not reflect service ordering realities. SBC Missouri strives to make each of its conversions as transparent to the end user as possible. However, SBC Missouri also recognizes that some momentary service interruptions may be necessary when a CLEC end user converts from a service provided by SBC to a product provided by the CLEC. For example, if an end user is currently served by a UNE-P line and his or her CLEC wishes to convert that UNE-P service to a UNE-L arrangement, then the physical connection from the SBC Missouri switching machine must be broken and subsequently moved to the equipment supplied by the CLEC so that the CLEC's switch can provide the end user with dial tone. There is simply no other means to convert the end user's service in this example. Therefore, AT&T's language is impossible for SBC Missouri to carry out in the real world and should, therefore, be rejected.

1 Additionally, it is SBC Missouri's position is that it is inappropriate for
2 AT&T to propose specific order processing language within the ICA, particularly
3 language that does not reflect service ordering realities. A single LSR simply is
4 not feasible in all instances. The appropriate venue for requesting a change to
5 mechanized order processing requirements and procedures is the collaborative
6 CMP. Simply stated, changes to OSS impact all users of OSS. AT&T should not
7 attempt to circumvent the collaborative process by offering ICA language that
8 may have an adverse impact on other users of OSS. In fact, it is somewhat
9 surprising to find proposed language of this nature offered by AT&T since AT&T
10 was one of the major proponents of the CMP process at its inception.

11 **Q. PLEASE EXPLAIN HOW CMP WORKS.**

12 A. CMP is a 13-state process of planning, coordinating, monitoring, and
13 communicating changes to OSS. The objective of CMP is to facilitate
14 improvements while ensuring that standard methods and procedures are followed
15 and consistency maintained, thereby eliminating or minimizing possible negative
16 impacts of the change on service level commitments. The guidelines specify the
17 type of changes governed by the process, the time frames for requesting changes,
18 and how the changes are ultimately implemented. It is open to all CLECs who
19 use SBC's OSS. Pursuant to the guidelines, regularly scheduled meetings are
20 held, at which the parties can discuss proposed changes to OSS. Prior to each
21 meeting, accessible letters are issued to introduce for discussion all changes to
22 OSS and are followed up with additional accessible letters announcing upcoming
23 OSS changes when appropriate. CMP allows all users of OSS to have a voice in
24 any changes and to better ensure that the desires of individual CLECs do not

1 negatively impact the needs of the larger OSS community.

2 **Q. ARE CLECS GENERALLY SUPPORTIVE OF THE CMP?**

3 A. Yes. The CLECs, particularly AT&T, were very instrumental in the creation of
4 the CMP. That is another reason why SBC Missouri is concerned with AT&T's
5 attempt to now avoid CMP guidelines by proposing ordering-specific language
6 within the ICA. Nevertheless, it is true that some CLECs have expressed
7 frustration regarding the CMP. The primary complaint that CLECs have voiced
8 regarding the CMP is the time frames that may be involved in bringing a
9 requested change or enhancement to the implementation stage within the OSS.
10 Yet, SBC Missouri contends that thoughtful, systematic and prudent changes to
11 the OSS are warranted given the magnitude of the systems involved and the major
12 impact such changes have on all users of OSS.

13 **Q. HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?**

14 A. The Commission should fully support the collaborative process between the
15 parties by adopting SBC Missouri's proposed language. Adopting AT&T's
16 proposed language will only result in negative impacts to other users of OSS, who
17 have designed their internal systems and processes based on the collaborative
18 CMP guidelines. The Commission should not allow a single CLEC's perceived
19 needs to override the needs of the CLEC community at large. The Commission
20 needs to ask which of the parties' language better reflects the needs of all OSS
21 users as opposed to the needs of a single CLEC. SBC Missouri's language better
22 meets the needs of all CLECs. SBC Missouri urges the Commission to adopt its
23 position.

24

VIII. [AT&T – UNE ISSUE 11; MCIM-UNE ISSUES 9, 11, 17 & 21]

AT&T UNE Issue 11

Issue Statement: *What is the appropriate commingling charge that SBC Missouri can charge AT&T?*

SBC Issue Statement: *(1) Where processes for commingling are not already in place, should SBC Missouri be permitted to develop and implement such processes?
(2) Are the applicable Change Management guidelines the appropriate method for establishing new OSS systems changes, if any, for OSS functions related to commingling?*

MCIm UNE Issue 9

Issue Statement: *What processes should apply to transition elements?*

MCIm UNE Issue 11

Issue Statement: *What processes should apply to the conversion of wholesale services to UNE?*

MCIm UNE Issue 17

Issue Statement: *When is the BFR the appropriate vehicle for submitting certain commingling requests?*

MCIm UNE Issue 21

Issue Statement: *What ordering processes should apply to commingling requests?*

Q. WHAT IS THE OVERARCHING ISSUE THAT YOU ARE ADDRESSING REGARDING THESE ISSUES?

A. All of the above issues share one common theme. They are related to potential new products for which SBC Missouri may not have established procedures in place to process CLEC requests. SBC Missouri's position has been consistent with regard to new processes and procedures required for new wholesale products and services. The CMP and the CUF, introduced at the behest of CLECs, are the appropriate collaborative forums for the parties to discuss OSS process changes and, as noted above, manual ordering process changes, respectively.

1 Additionally, CLEC needs can also be met through the use of the Bona
2 Fide Request (“BFR”) process. It is inappropriate for a CLEC to circumvent the
3 collaborative process by offering and arbitrating specific order processing
4 language within its interconnection agreement that circumvents those well
5 established processes. Both the CUF and CMP have been in place for a number
6 of years and have fostered deliberate, thoughtful and carefully developed changes
7 to both manual and systemic processes.

8 **Q. YOU MENTION ABOVE IN YOUR DISCUSSION OF AT&T UNE ISSUE**
9 **8 THAT IMPLEMENTATION OF A CMP-REQUESTED CHANGE IS**
10 **SOMETIMES TIME-CONSUMING. WHY IS THAT THE CASE?**

11 A. Time frames for developing and implementing some CMP-requested changes can
12 sometimes be lengthy because of the various system requirements that SBC
13 Missouri must create, test and deploy. CLECs do not bear that system
14 development burden. For example, by using off the shelf software, a CLEC may
15 be able to create a web-based “fill in the blank” ordering form for their end users
16 that may, in fact, have the ability to be directly loaded into the CLEC’s ordering
17 system. The CLEC can then forward the end user’s request on to SBC Missouri’s
18 OSS based on the technical specifications that SBC Missouri has provided to the
19 CLEC. However, SBC Missouri has provided a lot more than just the technical
20 specifications to the CLEC. SBC Missouri has much more to do to accommodate
21 that simple end user form.

22 SBC Missouri must create the CLEC-to-SBC Missouri system interface
23 requirements, the service order requirements (both systemic and manual), the
24 down-stream Network design and Network provisioning system requirements,
25 and the back end billing system requirements before such a simplistic ordering

1 process can be fully implemented. All of that system development must be
2 thoroughly tested and approved. Such behind the scenes system development
3 does not happen overnight and in some cases takes several months to accomplish.

4 Nevertheless, it is worth mentioning again that CLECs have the benefit of
5 several SBC Missouri-provided technical specifications that assist the CLEC in its
6 creation and modification of its own ordering system. These technical
7 publications are provided in order for the CLEC to create an Electronic Data
8 Interchange (“EDI”) system that can efficiently communicate with SBC Missouri
9 systems. As an alternative to EDI, SBC Missouri provides the WebLEX Graphic
10 User Interface (“GUI”) which is a web based ordering tool that eliminates the
11 need for a CLEC to create an EDI system of its own. The WebLEX GUI always
12 has the latest OSS version available to the CLECs. SBC Missouri also provides
13 CLECs with additional OSS technical support via the Information Systems Call
14 Center (“ISCC”). All of this support activity is provided to the CLECs in order to
15 facilitate accurate and timely LSR processing.

16 **Q. ARE OTHER FACTORS ALSO INVOLVED?**

17 A. Yes. As with every business, SBC Missouri must decide which system change
18 requests will be implemented in a given OSS release. The CMP allows CLECs to
19 have a voice in that prioritization process. Once such prioritization decisions
20 have been made, the appropriate programming must occur in a planned, well
21 thought out, systematic manner. As a matter of policy (and common sense), SBC
22 Missouri does not implement a change in its OSS unless the change has been
23 thoroughly tested from beginning to end. Simply stated, SBC Missouri will not
24 knowingly introduce an OSS change that may negatively impact existing OSS

1 users or SBC Missouri and CLEC end users.

2 Due to this disciplined approach to OSS change introduction and the
3 relative ease that CLECs have creating the above mentioned web based end user
4 ordering tool, CLECs are sometimes frustrated by the necessary time involved for
5 SBC Missouri to do its behind the scenes work. Nevertheless, one would likewise
6 expect vociferous complaints from CLECs if SBC Missouri were to introduce a
7 system change without thorough development and testing and that change were to
8 result in negative CLEC order processing impact or negative end user impact.
9 Plainly stated, both SBC Missouri and the CLECs have far too much at stake for
10 SBC Missouri to take a haphazard approach to OSS implementation.

11 **Q. GIVEN THE REQUIRED CMP PROCESS DEVELOPMENT TIME**
12 **MENTION ABOVE, WHAT HAS SBC MISSOURI SPECIFICALLY**
13 **DONE WITH REGARD TO COMMINGLING ARRANGEMENTS?**

14 A. It is my understanding that sometime in 2004 the CLECs identified certain
15 Commingling arrangements that they believed were going to be ordered most
16 often. SBC Missouri has now provided four of those Hi-Cap Commingling
17 arrangements available to CLECs via the CLEC Online website.⁷ I understand
18 that there will be additional Commingling arrangements made available as
19 quickly as possible and that those additional arrangements will care for the vast
20 majority of possible Commingled arrangements. Additionally, I understand that
21 these new arrangements will be made available without requiring CLECs to issue
22 a Bona Fide Request (“BFR”). That is, for those arrangements that have been
23 identified by the CLECs as being the most in demand, SBC Missouri will post the
24 ordering processes on the CLEC Online website without the need for a CLEC to

⁷ See <https://clec.sbc.com/clec>.

1 issue a BFR. At this writing there are 11 such arrangements posted on the CLEC
2 Online four of which are still in the testing phase. The other seven arrangements
3 are available for CLECs to order.

4 **Q. WHAT IS A BFR?**

5 A. A BFR is a process by which a CLEC can request items that do not currently exist
6 in the CLEC's ICA. This includes modifications to previously identified
7 unbundled network elements. The BFR process is generally used for Unbundled
8 Network Elements ("UNE") and interconnection facilities. SBC Missouri uses
9 the BFR process to determine technical feasibility of the requested
10 interconnection or the requested provisioning of UNEs. For those items found to
11 be technically feasible, the BFR process is used to provide the terms and timetable
12 for providing the requested items.

13 **Q. HOW SHOULD A CLEC ORDER NEW COMMINGLING**
14 **ARRANGEMENTS IF SUCH ORDERING PROCESSES ARE NOT**
15 **ALREADY IN PLACE ON CLEC ONLINE?**

16 A. The BFR is the appropriate vehicle for such ordering. Additionally, the CLEC
17 has the option of requesting an OSS process change via the CMP. SBC
18 Missouri's proposed language would memorialize the CLECs' option either to
19 submit a BFR for any Commingled arrangement for which processes do not exist
20 or to submit the process change request directly via the CMP.

21 **Q. DOES THE BFR ELIMINATE THE NEED FOR THE CMP**
22 **ALTOGETHER?**

23 A. No, it does not. The BFR is intended to be an initial solution in the event a CLEC
24 requests a service for which processes have not been developed. The CMP is
25 meant to be a collaborative forum in which SBC Missouri and the CLECs discuss
26 and resolve OSS process issues. If any CLEC wishes to request a product that is

1 currently not supported, it can submit a BFR in order to determine whether it is
2 feasible for SBC Missouri to provide the service. At the CLEC's option, it can
3 submit a request to the CMP to develop processes for the product it is requesting
4 via the BFR. In other words, a CLEC could resolve its more immediate need for
5 the product requested via the BFR process and could also begin the collaborative
6 CMP process that leads to the full development of the processes needed to
7 provide the product on a daily basis.

8 **Q. DO CLECS SUPPORT THE BFR PROCESS?**

9 A. In general, they do not. Like the CMP, some complain about what appears to be
10 extended time frames associated with the BFR process. However, as noted above,
11 SBC Missouri does not introduce OSS changes in a haphazard manner and some
12 BFRs, therefore, do take extended timeframes. The overall BFR process can
13 sometimes take up to 180 business days. However, it must be pointed out again
14 that 180 days is truly a worst case scenario. Additionally, it should be noted that
15 SBC Missouri's PM data for PM 120 indicates that SBC Missouri processed only
16 one BFR since June of 2004 and did so within the 30 day benchmark for PM 120.
17 PM 121 data indicates that no BFR continued on to the provisioning process in
18 Missouri during that same time frame. It is rather difficult, therefore, to
19 understand how CLECs can make the determination that the BFR process doesn't
20 work since CLECs in Missouri have only issued one BFR in the last eleven
21 months and that one BFR did not proceed to completion.

22 **Q. HOW WOULD SBC MISSOURI'S LANGUAGE IMPACT THE OSS**
23 **DEVELOPMENT PROCESS?**

24 A. SBC Missouri's language would continue to ensure that both CLECs and end
25 users would not be negatively impacted by any haphazard introduction of OSS

1 changes, by ensuring instead the systematic and methodical development of such
2 changes. That is assured by the parties' adherence to CMP guidelines.
3 Additionally, SBC Missouri's language would ensure the same careful system
4 development by ensuring the parties' adherence to the BFR process. Without the
5 methodical development and testing of OSS using CMP guidelines or the BFR
6 process, there is a likelihood that some OSS changes would result in the
7 unintentional introduction of error within the OSS. SBC Missouri cannot agree to
8 the introduction of process breakdowns through CLEC-proposed contract
9 language. Such an introduction is not in the best interests of all users of OSS nor
10 their end users.

11 **Q. SPECIFIC TO AT&T UNE ISSUE 11, WHERE PROCESSES FOR**
12 **COMMINGLING ARE NOT ALREADY IN PLACE, SHOULD SBC**
13 **MISSOURI BE PERMITTED TO DEVELOP AND IMPLEMENT SUCH**
14 **PROCESSES?**

15 **A.** Yes. For all of the reasons mentioned above, the appropriate process for
16 developing a new arrangement requested by a CLEC (including Commingling
17 arrangements) should be through the BFR process. The BFR process determines
18 whether the requested arrangement is feasible and allows for the systematic
19 development and implementation of the required processes. The BFR Process
20 also assures that SBC Missouri is appropriately compensated for its development
21 efforts, which SBC Missouri believes it is entitled to given the expended
22 resources used to develop the new arrangement requested by the CLEC.

23 AT&T's proposed language would allow it to avoid those appropriate
24 development charges altogether. That language is as follows:

25 For commingling orders pursuant to the FCC Triennial Review
26 Order but which SBC MISSOURI has either a) not developed a

1 process or b) developed a process that falls out for manual
2 handling, SBC MISSOURI will charge AT&T the Electronic
3 Service Order (Flow Thru) Record Simple charge for processing
4 AT&T's order.
5

6 Rather than compensate SBC Missouri for its development efforts, AT&T's
7 language would only allow SBC Missouri to charge a mechanized service order
8 charge under any new arrangement development condition. That is unfair to SBC
9 Missouri, because while SBC Missouri would have responded fully to AT&T's
10 new arrangement request, it would only be compensated for a fraction of SBC
11 Missouri's costs. Additionally, by only allowing for a mechanized service order
12 charge, AT&T's language assumes that all processes can and will be mechanized
13 immediately. That assumption is absolutely wrong, and AT&T has enough
14 experience in this area to know that..

15 SBC Missouri makes every effort to mechanize its processes in an
16 expeditious manner; however, until it can complete the mechanization process,
17 manual effort will be involved. During that interim time frame, SBC Missouri
18 expends resources in order to complete CLEC request. That effort by SBC Missouri
19 should be fully compensated. If AT&T is the cost driver (i.e., the entity requesting
20 that a new arrangement be developed for a specific situation), then AT&T should
21 bear the cost of that development. SBC Missouri should in no way be made to
22 bear the costs of AT&T's doing business.

23 **Q. SPECIFIC TO AT&T UNE ISSUE 11, ARE THE APPLICABLE CHANGE**
24 **MANAGEMENT GUIDELINES THE APPROPRIATE METHOD FOR**
25 **ESTABLISHING NEW OSS SYSTEMS CHANGES, IF ANY, FOR OSS**
26 **FUNCTIONS RELATED TO COMMINGLING?**

27 A. Yes. It is appropriate that CLECs request new OSS processes for Commingling
28 arrangements via the CMP. One can think of the BFR process as a request to

1 meet the needs of a single CLEC for a new arrangement. The CMP, on the other
2 hand, is a collaborative forum that is in place to care for OSS issues that impact
3 all users of SBC Missouri's OSS. As the recognized industry-wide collaborative
4 process, the CMP is the appropriate forum for the parties to request and discuss
5 changes to the OSS. SBC Missouri's proposed language:

6 Where processes for any Commingling requested
7 pursuant to this Agreement (including, by way of
8 example, for existing services sought to be
9 converted to a Commingled Arrangement) are not
10 already in place, SBC MISSOURI will develop and
11 implement processes, subject to any associated
12 rates, terms and conditions. The Parties will
13 comply with any applicable Change Management
14 guidelines.

15
16 allows for the careful introduction of new OSS processes by assuring the parties
17 comply with the Change management guidelines. Clearly, a requested OSS
18 change made by one CLEC may have a negative impact on another CLEC. That
19 kind of potential process interaction demands that OSS changes be discussed as
20 openly as possible among all users of OSS. In any case, SBC Missouri believes
21 that development of processes that are going to be used by all users of OSS
22 should be through the CMP so that all CMP participants have ample opportunity
23 to discuss the process change being requested.

24 **Q. SPECIFIC TO MCIM UNE ISSUE 9, WHAT PROCESSES SHOULD**
25 **APPLY TO TRANSITION ELEMENTS?**

26 A. First, it would be helpful to know what is meant by transition elements.
27 Transition elements are those UNE elements that are declassified during the term
28 of the agreement. Mr. Silver discusses the declassification of UNE elements in
29 his Direct Testimony. Specific to MCIm UNE Issue 9, however, SBC Missouri

1 believes that the appropriate ordering vehicles that a CLEC should submit to SBC
2 Missouri are the LSR and the ASR. The LSR and ASR have been agreed to by
3 the industry as the appropriate ordering processes that providers use to order
4 services from one another and both have been in place and used for years. MCIm's
5 language would allow it to circumvent those Ordering and Billing Forum
6 ("OBF") standard ordering methods by allowing MCIm to issue a letter and
7 spreadsheet. If the Commission were to adopt MCIm's language, SBC Missouri
8 would be required to enter MCIm's spreadsheet into the OSS on MCIm's behalf.
9 Order preparation for MCIm's end users is MCIm's responsibility, not SBC
10 Missouri's. MCIm should not be allowed to shift its order processing
11 administrative costs to SBC Missouri.

12 SBC Missouri's proposed language regarding ordering processes:

13 MCIm may issue an LSR or ASR, as applicable, to
14 seek disconnection or other discontinuance of the
15 element(s) and/or the combination or other
16 arrangement in which the element(s) were
17 previously provided;
18

19 assures that the parties will utilize appropriate industry ordering vehicle for the
20 elimination of a previously classified UNE and assures that the parties are
21 responsible for their own ordering process costs.

22 **Q. SPECIFIC TO MCIM UNE ISSUE 11, WHAT PROCESSES SHOULD**
23 **APPLY TO THE CONVERSION OF WHOLESALE SERVICES TO UNE?**

24 A. The language proposed by MCIm and opposed by SBC in part states:

25 the Parties acknowledge that MCIm has purchased a number of "special
26 access" circuits from SBC MISSOURI that terminate to an MCIm
27 collocation cage. SBC MISSOURI agrees that MCIm may request the
28 conversion of such special access circuits on a "project" basis by
29 submitting a spreadsheet to SBC MISSOURI describing the circuits.
30

1 MCIm UNE Issues 9, 17 and 21 are very similar in that they share the same
2 problem areas with MCIm UNE Issue 11. That is, the various industry
3 collaborative sessions, including the CMP, CUF and the national OBF are the
4 appropriate industry forums for determining the processes that the parties follow
5 when ordering wholesale services from one another. MCIm's language is counter
6 to the collaborative CMP, CUF, and OBF processes, in that it would allow MCIm
7 to circumvent them altogether by providing MCIm a secondary avenue (i.e., a
8 spreadsheet) to submit conversion orders to SBC Missouri.

9 **Q. IS THERE ANY OTHER PROBLEM WITH MCIM's PROPOSED**
10 **LANGUAGE?**

11 A. Yes, there is. Allowing MCIm to issue a spreadsheet to convert its various circuit
12 types to a UNE configuration, rather than requiring MCIm to issue the appropriate
13 ordering vehicle (LSR and/or ASR), would force SBC Missouri to perform order
14 processing activities for MCIm that MCIm should be doing for itself. If MCIm
15 were to issue conversion requests via spreadsheets, SBC Missouri would be
16 required to input the spreadsheet data into the OSS for MCIm so that MCIm's
17 request could be processed. Order preparation is MCIm's responsibility, and
18 MCIm is attempting to shift that responsibility and the associated costs of doing
19 business to SBC Missouri.

20 The collaborative process (in which MCIm actively participates) defines
21 ordering procedures between companies. The collaborative processes have
22 recognized the LSR and ASR as the appropriate ordering vehicles for ILECs and
23 CLECs to use in ordering services from each other. A spreadsheet is neither an
24 LSR nor an ASR. Simply stated, MCIm should use the appropriate ordering

1 vehicle as agreed to by the industry. In any case, it is MCIm's business decision,
2 rather than SBC Missouri's, whether to request a move of its circuit from access
3 to UNE. Moreover, SBC Missouri should not be forced to accept a nonstandard
4 ordering form, which would require it to enter MCIm's order into the OSS on
5 behalf of MCIm. SBC Missouri should not be required to do MCIm's work, or
6 bear MCIm's cost of doing business.

7 **Q. SPECIFIC TO MCIM UNE ISSUE 17, WHEN IS THE BFR THE**
8 **APPROPRIATE VEHICLE FOR SUBMITTING CERTAIN**
9 **COMMINGLING REQUESTS?**

10 A. As noted above, the BFR process is in place to provide a CLEC a way to request
11 items that do not currently exist in its ICA. So, for new Commingling
12 arrangements for which no processes (either mechanical or manual) have been
13 created, the BFR process is the appropriate vehicle for MCIm to use to determine
14 whether the requested product can be delivered. SBC Missouri cannot possibly
15 foresee every Commingling arrangement that MCIm may require in the future
16 and, therefore, believes that the BFR process is the best method for dealing with
17 those situations. In any event, MCIm offers no specific alternative language, but
18 only claims that the BFR should only apply to new UNEs. Given the uncertainty
19 currently surrounding the elements that will be required for new Commingling
20 arrangements, the BFR is the only process offered by either side that cares for
21 CLEC provisioning needs into the future.

22 **Q. SPECIFIC TO MCIM UNE ISSUE 21, WHAT ORDERING PROCESSES**
23 **SHOULD APPLY TO COMMINGLING ARRANGEMENT REQUESTS?**

24 A. Again, MCIm offers language that would allow it to shirk its responsibility to
25 issue orders using the industry standard formats. MCIm again offers language
26 that would allow it to issue letters and spreadsheets to establish Commingling

1 arrangements, rather than issuing LSRs or ASRs. MCIm should not be allowed to
2 absolve itself of its responsibility to use the appropriate industry standard ordering
3 vehicle, thereby forcing SBC Missouri to perform MCIm's own administrative
4 functions. SBC Missouri should not be required to bear the costs of these MCIm
5 choices.

6 **Q. WITH REGARD TO MCIM UNE ISSUE 17, WHAT LANGUAGE DOES**
7 **MCIM SPECIFICALLY DISPUTE?**

8 A. MCIm disputes the entire section regarding the BFR process. SBC Missouri's
9 language regarding the BFR is as follows:

10
11 7.3.2 SBC MISSOURI is developing a list of Commingled Arrangements that will be
12 available for ordering, which list will be made available in the CLEC Handbook
13 and posted on the SBC website "CLEC Online." Once that list is included in the
14 CLEC Handbook or posted on the website, whichever is earlier, MCIm will be
15 able to submit orders for any Commingled Arrangement on that list. The list may
16 be modified, from time to time.

17
18 7.3.3 Any MCIm request for a Commingled Arrangement not found on the then-
19 existing list of orderable Commingled Arrangements must be submitted via the
20 Bona Fide Request (BFR) process set forth elsewhere in this Agreement.

21
22 7.3.3.1 In any such BFR, MCIm must designate among other things the Lawful UNE(s),
23 combination of Lawful UNEs, and the facilities or services that MCIm has
24 obtained at wholesale from SBC MISSOURI sought to be Commingled and the
25 needed location(s), the order in which such Lawful UNEs, such combinations of
26 Lawful UNEs, and such facilities and services are to be Commingled, and how
27 each connection (e.g., cross-connected) is to be made between them.

28
29 7.3.3.2 In addition to any other applicable charges, MCIm shall be charged a reasonable
30 fee for any Commingling work done by SBC MISSOURI under this Section 7.1
31 (including performing the actual Commingle). Such fee shall be calculated using
32 the Time and Material charges as reflected in Appendix Pricing. SBC
33 MISSOURI's Preliminary Analysis to the BFR shall include an estimate of such
34 fee for the specified Commingling. With respect to a BFR in which MCIm
35 requests SBC MISSOURI to perform work not required by this Section 7.1.4,
36 MCIm shall be charged a market-based rate for any such work.

37
38 SBC Missouri strongly believes that the BFR process is the appropriate vehicle

1 for creating new Commingling elements specific to MCIm. The process allows
2 for the systematic, thoughtful and carefully planned introduction of new products
3 at the CLEC's request and, as such, should be retained by the parties within the
4 ICA. In any event, MCIm has offered no proposed language specific to the BFR,
5 but only proposes language throughout the OSS Appendix that would allow it to
6 order services outside of industry standard processes.

7 **Q. HOW SHOULD THE COMMISSION RULE ON THIS DISPUTE?**

8 A. The Commission should fully adopt SBC Missouri's language which provides for
9 and fully supports well thought out OSS process introductions. The Commission
10 should reject proposed language that would allow MCIm to circumvent standard
11 industry processes.

12 **IX. CLEC COALITION UNE ISSUE 11**

13 **Issue Statement:** *Should SBC be required to act promptly to determine*
14 *whether new processes and procedures are needed with*
15 *respect to commingled arrangements permitted by the*
TRO?

16 **SBC Issue Statement:** *What is the appropriate commingling order charge that*
17 *SBC can charge CLECs?*
18

19 **Q. WHAT IS THE DISPUTE BETWEEN THE PARTIES?**

20 A. The CLEC Coalition has offered language that is both ambiguous and
21 unnecessary. The CLEC Coalition's proposed language would also allow it to
22 circumvent the well-established CMP collaborative process.

23 **Q. PLEASE ELABORATE.**

24 A. In an attempt to memorialize SBC Missouri's required activities in bringing new
25 wholesale products or services to the market, the CLEC Coalition seeks to include
26 the word "promptly" in the sentence: "SBC Missouri shall **promptly** determine
27 what new processes are necessary." SBC Missouri believes the word "promptly"

1 can be interpreted in far too many ways and would invites disputes. Instead, SBC
2 Missouri offers to substitute the word “promptly” with, **“within an agreed upon**
3 **time frame.”**

4 Additionally, the CLEC Coalition offers language at the end of the same
5 paragraph that reads: “The Parties will comply with any Change Management
6 guidelines as applicable provided however, compliance with such guidelines shall
7 not delay CLEC’s ability to order and obtain any UNE beyond the **date on which**
8 **this Agreement is approved.**” SBC Missouri believes that the parties should be
9 able to negotiate the date which is applicable and, therefore, would substitute
10 **“agreed upon timeframe”** for the CLEC Coalition’s proposed language.
11 Additionally, SBC Missouri should not be required to abandon the well
12 established CMP process on the whim of the CLEC Coalition, thereby negatively
13 impacting other CLECs actively participating in the CMP.

14 **Q. WOULD OTHERS BE NEGATIVELY IMPACTED BY THE CLEC**
15 **COALITION’S PROPOSAL AS WELL?**

16 A. Yes. A single CLEC should not be given overall veto power over the
17 collaborative CMP process. Allowing the CLEC Coalition, based on ICA
18 language, to override a collaborative decision made by SBC Missouri and the
19 CLECs active in CMP is not in the best interests of the Missouri consumers, the
20 CLEC community as a whole, or SBC Missouri. CLECs make changes to their
21 own OSS based to a large degree on collaborative CMP forum decisions. The
22 CLEC Coalition’s proposed language would allow it to subvert those
23 collaborative decisions by forcing processes to change before they are mature
24 enough for deployment.

For example, as the CLEC Coalition's peer CLECs methodically and carefully prepare for the deployment of a given OSS change, the CLEC Coalition could invoke its proposed language to, in effect, force SBC Missouri to create a short cut specifically for the CLEC Coalition. Short cuts can be disruptive to standard operating practices. That could certainly be the case and could have a direct negative impact on Missouri consumers if the CLEC Coalition's language is adopted.

In short, the CLEC Coalition's proposed language is a bad idea for three basic reasons. One, the CLEC's own Missouri customer could be harmed if that CLEC were to attempt to use a new, hastily created process to serve its end user, only to find that the process had flaws that impacted the end user. Two, CLECs that adhere to the CMP rules could be harmed because they potentially will have wasted development costs associated with their own internal OSS. Three, SBC Missouri would be harmed because it would be forced to incur additional costs to create a separate process for a single CLEC.

Q. WHAT DO YOU RECOMMEND TO THE COMMISSION?

A. Given the potential harm the CLEC Coalition’s proposed language could cause, the Commission should reject the CLEC Coalition’s proposed language and, instead, reaffirm the collaborative and proven CMP process by adopting SBC Missouri’s language in full.

X. CLEC COALITION UNE ISSUE 63

Issue Statement: *What is the appropriate forum for addressing non-OSS issues?*

Q. WHAT IS THE DISPUTE BETWEEN THE PARTIES?

A. SBC Missouri believes that the collaboratively defined CUF is the appropriate

1 method for addressing non-OSS related process issues while the CLEC
2 Coalition's proposed language would allow CLECs to circumvent the CUF
3 process entirely. Such circumvention would place undue burden on SBC
4 Missouri's resources since SBC Missouri would be forced to develop individual
5 CLEC processes and procedures for its LSC and LOC personnel for literally
6 hundreds of CLECs. SBC Missouri simply cannot be in a position, whereby, it
7 must create individual processes for an individual CLEC wishing to invoke the
8 CLEC Coalition's proposed contract language. Such language is simply onerous
9 and counterintuitive particularly in light of industry standardization efforts
10 through the CUF, CMP and the OBF. Simply stated, the CLEC Coalition
11 language makes no sense.

12 **Q. WHAT SPECIFIC LANGUAGE DO YOU DISPUTE?**

13 A. Specifically, SBC Missouri disputes the following CLEC Coalition proposed
14 language:

15 **SBC MISSOURI and CLEC will work together to**
16 **develop methods and procedures between SBC**
17 **MISSOURI's LSC and CLEC's corresponding Work**
18 **Center(s) and between SBC MISSOURI's LOC and**
19 **CLEC's corresponding Work Center(s) regarding**
20 **systems, work center interfaces, and to establish an**
21 **agreed upon process for changing methods and**
22 **procedures. An error resolution team in the LSC will**
23 **deal specifically with those service orders in error status**
24 **after the order has reached completion status, but**
25 **before the order has posted to SBC MISSOURI's billing**
26 **system. SBC MISSOURI will clear any such errors**
27 **prior to the next SBC-MISSOURI billing date**
28 **applicable to that order.**
29

30 SBC Missouri believes that the CLEC Coalition's language is inappropriate for
31 several reasons. First, SBC Missouri has historically worked and continues to

1 resolve non-OSS issues using the collaborative CUF. This allows all parties to
2 voice opinions and offer solutions to manual process issues that impact all CLECs
3 not just the CLEC Coalition. Second, work center systems issues as well as work
4 center interfaces are collaboratively dealt with within the CMP. Third, internal
5 SBC Missouri LSC processes to clear erred service orders are SBC Missouri's
6 concern, not the CLECs'. SBC Missouri has maintained the highest level of
7 service order error correction on behalf of the CLECs as evident from the PMs.
8 According to PM 17.1 results, SBC Missouri has been very successful in clearing
9 service order errors since 99.62%⁸ of all CLEC service orders in Missouri post to
10 the billing system within five days of the order's completion. Fourth, the CLEC
11 Coalition's proposed language would set the CLEC Coalition above other CLECs
12 by giving it preferential treatment in establishing non-OSS processes. Simply,
13 stated, the CLEC Coalition's proposed language is not equitable for the CLEC
14 community at large nor is it manageable for SBC Missouri.

15 **Q. WHAT DO YOU RECOMMEND TO THE COMMISSION?**

16 A. Because the CUF collaborative has been very successful in resolving CLEC
17 issues like the LSC and LOC procedures, the CUF should be endorsed by the
18 Commission as the best means for resolving non-OSS issues. The creation of
19 multiple processes for individual CLECs is the antithesis of every process
20 standardization effort that SBC Missouri has made during the last several years
21 and which were corroborated by third party audits and approved by this
22 Commission during the SBC Missouri 271 filings. The CLEC Coalition's
23 proposed language would harm both SBC Missouri and active CUF participating

⁸ Missouri PM 17.1 aggregate result for the months of April 2004 through March 2005.

1 CLECs by destroying the opportunity for all CUF participants to collaboratively
2 resolve issues in a manner suitable for the industry, rather than one CLEC's
3 perceived needs. I urge the Commission to adopt SBC Missouri's collaboratively
4 friendly language and to reject the CLEC Coalition's one-sided language.

XI. WILTEL LAWFUL UNE ISSUE 8a and 8b

5 **Issue Statement:** (A) *Is it reasonable to require that WilTel's request*
6 *for a conversion process not previously established*
7 *dictate immediate (within 30 days) complete*
8 *development and implementation of a new process?*
9

10 (B) *Should SBC Missouri be required by this contract's*
11 *terms and conditions to bypass the CLEC Community's*
12 *prioritization in the Change Management Process in*
13 *order to implement a process for WilTel?*
14

15 **Q. WHAT IS THE ISSUE BETWEEN THE PARTIES?**

16 A. WilTel seeks to include language in the ICA that would require SBC Missouri to
17 perform activities that are simply not feasible. WilTel's language states that,
18 "Where processes for the conversion requested pursuant to this Appendix are not
19 already in place, SBC... will develop and implement processes within thirty (30)
20 days of request." (WilTel proposed language at ¶ 2.16.2). This language should
21 not be adopted under any circumstances. WilTel's language would force SBC
22 Missouri to introduce OSS process changes within 30 days for new products and
23 services, which simply cannot be done. Moreover, such careless introduction of
24 OSS changes would be detrimental to all users of OSS. Without the appropriate
25 OSS development and testing time, there is every possibility that a hastily
26 introduced OSS change would negatively impact both users of OSS and end
27 users. That is simply not acceptable to SBC Missouri and should not be
28 acceptable to this Commission. As noted above, SBC Missouri will not introduce

1 OSS changes in a haphazard manner, which is exactly what WilTel is asking for.

2 **Q. IS IT EQUITABLE FOR SBC MISSOURI TO BYPASS THE**
3 **COLLABORATIVE CMP PRIORITIZATION PROCESS ENTIRELY FOR**
4 **WILTEL ONLY?**

5 A. Obviously not. The CMP is a 13 state forum that is in place to foster OSS
6 changes and improvements in a collaborative manner. SBC Missouri must take a
7 systematic and methodical approach to its OSS in order to ensure that all of the
8 various OSS components (including pre-ordering/ordering systems, network
9 design and inventory, network provisioning and billing) function together and as
10 smoothly as possible in an integrated manner without negatively impacting other
11 users of OSS. In order to ensure that functionality, CLEC requests for OSS
12 changes must be prioritized to assure that SBC Missouri is concentrating on the
13 changes that offer the greatest benefit to all CLECs, not just WilTel. To allow
14 WilTel to “jump ahead” and circumvent the CMP through its proposed ICA
15 language is counter to every collaborative process improvement effort that SBC
16 Missouri and the CMP-participating CLECs have made during the last several
17 years.

18 **Q. HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?**

19 A. The Commission should reject WilTel’s ill-advised language and should adopt
20 SBC Missouri’s language in its entirety.

XII. CLEC COALITION GT&C ISSUE 11a

21 **Issue Statement:** *(a) What language should govern the resolution of*
22 *informal non-billing disputes?*
23

24 **SBC Issue Statement:** *Should SBC’s language for dispute resolution that has*
25 *been established for all CLECs be included in the*
26 *agreement?*
27

28 **Q. WHAT PORTION OF THIS DISPUTED ISSUE ARE YOU DISCUSSING?**

1 A. Although the CLEC Coalition’s Issue Statement states that the issue involves non-
2 billing disputes, its proposed language at ¶’s 13.4.1 through 13.4.3 indicate
3 otherwise. Therefore, I will be discussing the parties’ positions regarding the
4 billing dispute process. SBC Missouri believes that it is appropriate for the
5 parties to agree to use the standard billing dispute forms. The CLEC Coalition
6 does not address that language, but, provides generalized terms as follows:

7 To initiate the billing dispute process, a Party must provide to the other
8 Party, written notice of the dispute that includes both a detailed description
9 of the dispute and the name of a representative with authority to resolve
10 the dispute who will serve as the initiating Parties’ representative. The
11 other Party shall have five (5) business days to designate its own
12 representatives with authority to resolve the dispute. The location, form,
13 frequency, and conclusion of these discussions will be left to the discretion
14 of the representatives. The parties will endeavor to resolve the dispute
15 within thirty (30) calendar days of the initiation of the dispute unless
16 mutually agreed to extend the period in writing. Neither Party may deny a
17 dispute without full explanation of its reasons for such denial. A dispute
18 shall remain open unless the parties mutually agree to close the dispute.

19
20 If a CLEC Coalition member wishes to dispute a portion of its SBC Missouri bill,
21 the standardized SBC Missouri Billing Claim process is already in place for the
22 CLEC to use. The process has a standardized form (that has been modified at the
23 CLECs’ request during the CUF) that serves as written notice to the other party.
24 By forwarding that standardized form to the LSC Billing team the CLEC has
25 placed the dispute in the hands of an SBC Service Representative who is
26 responsible for seeing the claim through to completion. SBC Missouri generally
27 meets its 30-day commitment to notify CLECs that a decision on its claim has
28 been made. In the event that a claim cannot be processed within 30 days,
29 notification is made to the CLEC via phone or email, and the status of the claim is
30 provided periodically until it is resolved. If SBC Missouri denies a CLEC’s

1 claim, the CLEC is informed why the claim was denied. The CLEC then has the
2 option of re-filing its claim with more support data. It should be reiterated that
3 the standardized process was refined with CLEC input via the CUF and this
4 process continues to work well on a daily basis for hundreds of CLECs.

5 **Q. CAN YOU EXPLAIN WHAT THE STANDARD DISPUTE RESOLUTION**
6 **PROCESS IS?**

7 A. Yes I can. It is a standard process that SBC Missouri introduced for CLECs to
8 use when submitting billing disputes to the LSC Billing team. The standard
9 process was necessary because, at the time, no two CLECs submitted billing
10 disputes in the same manner. One CLEC might send a spreadsheet with all of the
11 required information, while another would submit an email or fax with required
12 information missing. In the case of the latter, CLECs experienced delays and in
13 many cases denials of their claims simply because the LSC Billing team did not
14 have enough information to process or investigate the CLEC's claim. In order to
15 expedite the process for CLECs and to assure that CLECs submitted the required
16 information, SBC Missouri created the Billing Dispute process that the CLEC
17 Coalition apparently objects to.

18 **Q. WHY IS IT IMPORTANT THAT CLECS ISSUE A STANDARD FORM**
19 **CONTAINING SPECIFIC INFORMATION?**

20 A. For all of the obvious reasons. If a CLEC submits a billing dispute that has
21 incorrect information, SBC Missouri may, as a result, apply a credit to the wrong
22 account or may deny the claim altogether based on the incorrect information
23 supplied by the CLEC. If a CLEC submits a billing dispute that has missing
24 information, SBC Missouri cannot arbitrarily assume that the CLEC meant for the
25 dispute to apply to account X or account Y nor can SBC Missouri assume that the

1 CLEC meant to dispute a specific service or feature charge. In that case, SBC
2 Missouri simply does not have enough information to process the billing dispute
3 form. Simply stated, the CLEC must tell SBC Missouri specifically what it
4 disputes on its bill if SBC Missouri is to provide a credit to the CLEC's account.

5 Additionally, CLEC inaccuracy in submitting billing disputes can result in
6 unnecessary delays for the CLEC in receiving its credit. In that case, the LSC
7 Billing team has received the CLEC's request and has investigated the claim
8 based on the information that only the CLEC can provide. The LSC Billing team
9 will reject the CLEC's claim if the CLEC has failed to provide enough
10 information for the claim to proceed. The result is that the CLEC does not receive
11 the credit it believes it is entitled to and both the CLEC and SBC Missouri have
12 wasted resources in processing a claim that has not been fully settled. Had the
13 CLEC provided enough information, the LSC Billing team would have been able
14 to process the request and provide the CLEC with any appropriate credits the first
15 time.

16 **Q. DOES SBC MISSOURI ARBITRARILY CHANGE THE BILLING**
17 **DISPUTE PROCESS WITHOUT NOTIFICATION TO THE CLEC?**

18 A. No it does not. Generally speaking, changes in the billing dispute form have been
19 the result of collaborative discussions between the CLECs and SBC Missouri
20 during the monthly CUF meetings. That is, CLECs have proposed improvements
21 or changes to the form and SBC Missouri has adopted those proposed
22 improvements. For example, Accessible Letter CLECALL03-166 announced a
23 collaboratively arrived at change to the billing dispute form: "The primary change
24 to the document affects the order of the columns in the spreadsheet. The order in

1 which the columns appear will be changed so that all columns of data that are
2 populated by the CLEC are located together and to the left of the spreadsheet.
3 This change is being made per CLEC request and will help the CLEC's in
4 efficiently populating the required data." (See, Schedule FCC-1 (attached), p.1).

5 **Q. WHAT IS YOUR RECOMMENDATION TO THE COMMISSION**
6 **REGARDING THIS ISSUE?**

7 A. I recommend that the Commission reject the proposed CLEC Coalition language
8 and that the Commission adopt the language proposed by SBC Missouri which
9 reflects the standardized process agreed to by SBC Missouri and the CLECs
10 during the collaborative CUF.

XIII. CLEC COALITION GT&C ISSUE 17

11 **Issue Statement:** *Should the CLEC Coalition's language be included in the*
12 *Agreement?*
13

14 **Q. WHAT PORTION OF THIS DISPUTE ARE YOU ADDRESSING?**

15 A. Specifically I will discuss language proposed by the CLEC Coalition which is
16 simply unworkable from a practical and common sense perspective. The CLEC
17 Coalition has apparently agreed to abide by CUF and CMP guidelines, but then
18 includes language that would require contract amendments anytime a process
19 change was agreed to within either the CUF or CMP. The CLEC Coalitions
20 language is as follow:

21 To the extent their resources permit, the Parties
22 agree to participate in Industry User and Change
23 Management forum and to work cooperatively to
24 implement change with minimum disruption to
25 established interfaces. Notwithstanding the
26 foregoing, resolution and processes established in
27 the User and Change Management forums which
28 change the way the Parties operate under the
29 Agreement are valid only when incorporated by
30 amendment to the Agreement or as otherwise
31 mutually agreed in writing by the Parties.

1
2 This language again seeks to set the CLEC Coalition apart from other CUF and
3 CMP participating CLECs by giving the CLEC Coalition veto rights in regard to
4 collaboratively arrived at process changes or enhancements. Effectively, the
5 CLEC Coalition's language would require SBC Missouri to develop a separate
6 OSS just for the CLEC Coalition because changes agreed to during the
7 collaborative sessions could not be implemented for the CLEC Coalition until
8 their ICAs were renegotiated. That is simply an untenable position for SBC
9 Missouri, other collaborative participating CLECs and this Commission in the
10 case of any future amendment arbitrations. The Commission, simply, should not
11 allow the CLEC Coalition's language to stand. Particularly, when one considers
12 that the CLECs were one of the main driving forces behind the creation of the
13 CUF and CMP several years ago and the guidelines for both were created in the
14 spirit of collaboration between the parties. The CLEC Coalition now seeks to
15 circumvent those agreed to guidelines by offering language that effectively gives
16 it overall control of OSS and non-OSS process changes. That is simply not
17 equitable for other CUF and CMP participants and should not be allowed.

18 **Q. HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?**

19 A. The commission should not adopt the CLEC Coalition's language under any
20 circumstances. I recommend that the Commission instead adopt SBC Missouri's
21 position that specific General Change Management language within this area of
22 the GT&C section is unnecessary since the process is incorporated in the OSS
23 Appendix of the ICA at paragraph 3.10.

XIV. CHARTER GT&C ISSUE 28

1 **Issue Statement:** *Should Charter be required to utilize the standard and*
2 *nondiscriminatory OSSs provided by SBC Missouri,*
3 *reviewed by the Commission and utilized by the Missouri*
4 *CLEC community?*
5

6 **Q. WHAT IS IN DISPUTE BETWEEN THE PARTIES?**

7 A. SBC Missouri maintains that Charter should utilize the standard OSS ordering
8 tools provided by SBC Missouri and used by the CLEC community when issuing
9 service requests to SBC Missouri. Charter, however, apparently believes that it
10 should not be required to utilize the standard ordering tools and has offered
11 language that is confusing.

12 **Q. WHAT LANGUAGE WAS OFFERED BY CHARTER?**

13 A. Charter's proposed language (which SBC Missouri opposes) states that:

14 The Parties shall each fulfill their own obligations
15 under this Agreement at their own expense, unless a
16 rate for the performance of that obligation is
17 specified herein. Neither Party may charge the
18 other for any activity associated with the
19 performance of its obligations under this Agreement
20 in the absence of a specific rate. Internal
21 administrative and related functions that a Party
22 must perform or chooses to perform in the course of
23 fulfilling its obligations hereunder shall be at that
24 Party's sole expense except to the extent that a
25 charge for such functions is expressly provided for
26 in this Agreement or an Attachment hereto.
27

28 **Q. WHY IS THIS LANGUAGE CONFUSING?**

29 A. SBC Missouri is unsure what Charter means when its states the each party shall
30 "fulfill their own obligations" nor is it clear what administrative functions Charter
31 means in stating that "Internal administrative and related functions that a Party
32 must perform or chooses to perform in the course of fulfilling its obligations
33 hereunder shall be at that Party's sole expense." It is Charter's obligation to issue

1 an accurate LSR or ASR. It is SBC Missouri's obligation to process those
2 requests in a timely and accurate manner. Charter's language, therefore, can be
3 interpreted as requiring SBC Missouri to process service orders on Charter's
4 behalf while assuming Charter's service order costs. Indeed, the remaining
5 Charter proposed language, "Internal administrative and related functions that a
6 Party must perform or chooses to perform in the course of fulfilling its obligations
7 hereunder shall be at that Party's sole expense" further indicates that Charter
8 seeks to absolve itself of the appropriate SBC Missouri charges associated with
9 processing Charter's LSRs.

10 Additionally, Charter's proposed language is confusing in that it does not
11 specifically state how it would order products and services from SBC Missouri.
12 (i.e. via LSR or ASR). SBC Missouri is not in a position to accept CLEC requests
13 for service unless those requests are made via the appropriate industry agreed-to
14 processes. Charter should not be allowed to circumvent industry standard
15 processes that reflect SBC Missouri's and the CLECs' collaborative efforts. In
16 fact, Charter should be encouraged to join in the collaborative efforts in order to
17 bring its operations in to alignment with the rest of the industry.

18 **Q. WHAT DO YOU RECOMMEND TO THE COMMISSION?**

19 A. The Commission should reject Charter's proposed language and should instead
20 adopt SBC Missouri's language, despite Charter's linguistic attempt to avoid
21 service order charges by offering open-ended and confusing proposed language
22 that fails to recognize the obvious advantages to CLECs and their end users of
23 utilizing SBC Missouri's tested and approved OSS.

24

XV. CONCLUSION

1 **Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

2 **A. Yes, but I reserve the right to supplement it at a later time.**