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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

REBUTTAL TESTIMONY

OF

FREDERICK C. CHRISTENSEN

Milwaukee, Wisconsin
May 19, 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

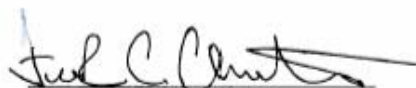
STATE OF WISCONSIN)

COUNTY OF MILWAUKEE)

I, Frederick C. Christensen, of lawful age, being duly sworn, depose and state:

My name is Frederick C. 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 Rebuttal 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 13th day of May, 2005.


Notary Public

My Commission Expires: November 20, 2005

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1 **I. INTRODUCTION**

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

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

5 **Q. ARE YOU THE SAME FREDERICK C. CHRISTENSEN WHO FILED**
6 **DIRECT TESTIMONY ON BEHALF OF SBC MISSOURI IN THIS**
7 **DOCKET?**

8
9 A. Yes I am.

10 **II. EXECUTIVE SUMMARY**

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

12 A. The purpose of my Rebuttal Testimony is to respond to certain statements made
13 by various CLEC Witnesses in their Direct Testimony in this docket.

14 Specifically, I will address statements made by MCIw witnesses Collins,
15 Lichtenberg and Price; Navigator witness Ledoux,, Sprint witness Shipman;
16 CLEC Coalition witnesses Ivanuska and Cadieux; Charter witness Barber, and
17 AT&T witness Rhinehart.

18 Specifically, I will address:

19 1. Why the indemnity language proposed by SBC Missouri and
20 opposed by MCIw regarding OSS Issue 1, is appropriate and
21 better protects SBC Missouri's OSS for the users of OSS.

22 Simply stated, the general protective language in the GT&C
23 section of the agreement is not specific enough to address the
24 needs of OSS.

25 2. SBC Missouri's proposed language regarding OSS Issue 2, has
26 been partially resolved. However, with regard to the language

1 still in dispute, MCI and all other users of OSS must still be
2 required to acknowledge that the appropriate permission to
3 access the information has been obtained.

4 **3.** Why SBC Missouri's language regarding OSS Issue 3, which
5 requires MCI to reimburse SBC for harm to OSS caused by
6 MCI use of OSS is necessary. SBC's language properly places
7 the financial burden of MCI's actions on MCI rather than
8 forcing SBC Missouri, and thus all users of OSS, to bear
9 MCI's cost of doing business.

10 **4.** Why, in Navigator OSS Issue 1, Mr. Ledoux is not making an
11 appropriate comparison when he attempts to link SBC
12 Missouri's wholesale support groups, the LSC and LOC,
13 directly to SBC Missouri's Retail operations. SBC retails
14 business office hours do not impact CLECs because they are
15 free to set their own business office hours. Finally, I note the
16 thorough CLEC Impact Analysis ("CIA") process that SBC
17 Missouri and its affiliates follow to assure that there are no
18 negative impacts on SBC Missouri's CLEC customers due to
19 any SBC Retail changes.

20 **5.** Why, in relation to Sprint GTC Issue 13a, Sprint's refusal to
21 use the standard Billing Dispute Resolution form, used by all
22 other CLECs, makes little sense particularly since Sprint
23 Witness Ms. Shipman readily admits that Sprint is submitting

1 virtually the same information today.

2 **6.** Why CLEC Coalition Witness, Mr. Ivanuska, mischaracterizes
3 the parties' disagreement regarding CLEC Coalition GT&C
4 Issue 17 and why SBC Missouri continues to believe that the
5 CLEC Coalition's proposed language would provide it an
6 unfair advantage over other CLECs.

7 **7.** Why SBC Missouri believes that Charter's proposed language
8 regarding Charter GT&C Issue 28 is overly broad and could be
9 interpreted to disallow the parties from billing each other for
10 services rendered.

11 **8.** Why AT&T Witness, Mr. Rhinehart, is incorrect regarding
12 AT&T UNE Issue 8 when he suggests that SBC Missouri
13 should process AT&T's requests to convert an access service
14 to a UNE arrangement via a single AT&T request. Mr.
15 Rhinehart is no doubt aware that processes for UNE services
16 were created long after the processes for special access services
17 and that the two are different. Special access services are
18 ordered via the ASR process while UNEs are ordered via the
19 LSR process. Both the ASR process and the LSR process are
20 Ordering and Billing Forum ("OBF") compliant and have been
21 endorsed by the parties via their participation in the OBF.
22 Therefore, Mr. Rhinehart's expectation that AT&T would only
23 be required to send a single request to accomplish two very

different activities is somewhat disingenuous and contrary to previously accepted ordering processes.

Why AT&T Witness, Mr. Rhinehart, is incorrect regarding AT&T UNE Issue 11 when he asserts that SBC Missouri's language would give SBC Missouri the unilateral right to change the OSS. I also note SBC Missouri is committed to the Change Management Process ("CMP") and the CLEC User Forum ("CUF") collaboratives, which are in place to foster collaborative changes to OSS.

9. Why MCI Witness, Mr. Price's, assertion regarding SBC Missouri's proposed language is wrong and would not give SBC Missouri "near-unilateral control over the provisioning and billing parameters." (Price Direct, p. 20). MCI UNE Issue 11 is really about MCI not agreeing to use standard ordering vehicles such as the Local Service Request ("LSR") and Access Service Request ("ASR") in a project situation as well as the Bona Fide Request ("BFR") process when ordering previously undefined products. I also note that Mr. Price's assertions regarding ILEC incentives to forestall CLEC conversions is wholly inaccurate.

I discuss the reasons why careful and thoughtful processes are necessary when building OSS and how the implementation of OSS changes are analogous to building a bridge over a

1 stream. One must construct all of the various pieces of the
2 bridge before one can drive over it. Likewise, one must build
3 all of the systemic requirements and hand offs from system to
4 system before one can order the specific product.

5 I discuss why changes from wholesale services to UNEs
6 are more than just billing changes. The FCC's use of the
7 qualifier "largely" in describing wholesale to UNE changes is
8 evidence that the FCC also realized that the changes are not
9 simply billing-only changes. I also note that the FCC in the
10 TRO also required the parties to work collaboratively to work
11 out the conversion process (See TRO ¶ 585), which is exactly
12 what SBC Missouri is proposing through language that
13 solidifies the parties commitment to CMP guidelines.

14 I point out that Mr. Price's allegation that "it is not
15 reasonable for SBC to wait until it receives a request for ... a
16 conversion before it determines how it will process such a
17 request or how it will bill for such a request" (Price Direct, p.
18 22) is incorrect and that the FCC recognized that delays in
19 converting access services to UNEs could be expected since
20 many of the parties had access services contracts in place that
21 had yet to expire.

22 Finally, I mention that SBC Missouri cannot possibly know
23 all of the arrangements that a CLEC may request in the future.

1 Therefore, it is perfectly reasonable for SBC Missouri to wait
2 for a CLEC to request a conversion before determining how to
3 process the request.

4 **10.** In my discussion of MCI UNE Issue 17, I state that
5 contrary to Mr. Price’s assertions the BFR process is
6 appropriate for commingling arrangements that have yet to be
7 defined. I also note that SBC Missouri has already posted 11
8 likely arrangements on its CLEC Online website at
9 <https://clec.sbc.com/clec>. CLECs are not required to issue a
10 BFR to obtain one of those posted 11 arrangements.

11 Additionally, I note that Mr. Price’s testimony supports
12 SBC Missouri’s position that new processes require the
13 consideration of installation intervals, applicable rates, terms
14 and conditions, which is exactly what the BFR process
15 determines. Finally, I note that the BFR time frames that the
16 parties both mention in their Direct Testimony (See
17 Christensen Direct, p. 30 and Price Direct, p. 104) is truly
18 worst case and that the BFR may find existing processes that
19 can be used in the provision of the newly identified
20 arrangement. In that event, it is very likely that the worst case
21 times frames would be shortened significantly.

22 **11.** In his discussion of MCI UNE Issue 21, Mr. Price claims that
23 “MCI only asks that in the absence of final ordering processes,

1 SBC accept MCI's orders via electronic spreadsheet and
2 provision those orders within a reasonable time frame." (Price
3 Direct, p. 114). I point out that sending such a non-standard
4 request would not accomplish the installation MCI seeks
5 since the downstream processes would not have been created
6 yet either. Simply stated, there would be nothing to provision
7 since the overall ordering process must inherently include
8 CLEC submission of the LSR, service order creation, network
9 design, network inventory and billing system programming.
10 Without any one of those integral components, the request
11 cannot be successfully implemented.

12 **12.** Why SBC Missouri believes that the 11 previously identified
13 commingling arrangements that it has posted on the CLEC
14 Online website at <https://clec.sbc.com> are believed to meet the
15 needs of most CLECs. I also mention that SBC Missouri may
16 be amenable to adding those 11 previously defined
17 arrangements to the ICA language in order to resolve CLEC
18 Coalition UNE Issue 11. Additionally, I discuss why CLEC
19 Coalition Witness Mr. Adieux is incorrect when he asserts that
20 the BFR process favors SBC Missouri and I point out that SBC
21 Missouri's Retail operation has a very similar process, which is
22 under the same constraints as the BFR.

23 **13.** Finally, I point out that CLEC Coalition language that resulted

in CLEC Coalition UNE Issue 63 is unnecessary due to SBC Missouri's extremely high level of performance in meeting its service order posting requirements.

III. SBC - MCIm OSS ISSUE 1

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

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

Q. MCIM WITNESS MR. COLLINS CLAIMS THAT OSS ISSUE 1 IS EFFECTIVELY CARED FOR WITHIN THE GT&C SECTION OF THE ICA. (COLLINS DIRECT, P. 10). DO YOU AGREE WITH HIS ASSESSMENT?

A. No I do not. As I note in my Direct Testimony, the indemnification language found within the GT&C section of the ICA is not specific to OSS. (Christensen Direct, pp. 2, 9-12). The indemnification language found in the GT&C is, as the name suggests, of a general nature and does not address the unique risks associated with OSS.

None of the GT&C provisions are specific to SBC Missouri's need to protect OSS and the sensitive information contained in its databases. OSS is a critical component in the CLECs' access to the UNEs and services SBC Missouri provides under the interconnection agreement. Given the critical status of OSS in every order transaction, SBC Missouri strongly believes that indemnification language specific to OSS must be included within the parties' ICA. Now that

1 pick and choose MFN is no longer available, SBC Missouri would be willing,
2 however, to move the OSS indemnification language to the GTC.

3 **Q. MR. COLLINS ALSO BELIEVES THAT SBC MISSOURI'S**
4 **INDEMNIFICATION LANGUAGE WITHIN THE OSS SECTION OF**
5 **THE ICA WOULD SUPERCEDE THE CORRESPONDING PROVISION**
6 **OF GENERAL APPLICATION IN THE GT&C. (COLLINS DIRECT, P.**
7 **10). DO YOU AGREE?**

8 A. Yes, to the extent there is a conflict between the provisions of the GT&C and the
9 more specific OSS, the OSS provisions would prevail for OSS issues only.
10 However, since the OSS provisions are more specific to the service being
11 provided, it is appropriate that those provisions apply. This approach is consistent
12 with the way in which every Attachment operates. That is, additional protective
13 language is necessary in many areas that cannot be adequately protected via the
14 general terms and conditions language. The OSS section of the agreement is one
15 of the areas that requires additional specificity and, therefore, offers the proposed
16 indemnification language within the OSS section. That its proposed language is
17 reasonable and protects the OSS and all users of those systems in the event
18 unauthorized access to SBC Missouri's systems is gained through MCIIm.

19 **Q. HOW SHOULD THE COMMISSION RULE REGARDING THIS ISSUE?**

20 A. The Commission should approve SBC Missouri's proposed indemnification
21 language for inclusion in the OSS attachment, or move it in its entirety into the
22 GTC, because it provides the necessary protection for OSS.

23 **IV. SBC - MCIIm OSS ISSUE 2**

24 **Issue Statement:** *May MCIIm view Customer Proprietary Network*
25 *Information prior to obtaining authorization to*

1 *become the end user's local service provider.*

2 **Q. WITH REGARD TO MCIM OSS ISSUE 2, DO YOU AGREE WITH MS.**
3 **LICHTENBERG'S ASSERTION THAT MCIM WOULD "BE PLACED**
4 **AT A SIGNIFICANT COMPETITIVE DISADVANTAGE TO SBC**
5 **MISSOURI IF THE COMMISSION DOES NOT ADOPT MCI'S**
6 **POSITION" (LICHTENBERG DIRECT, P. 5)?**
7

8 A. The issue with regard to access to CPNI without a customer's permission to
9 convert has been resolved., It is still imperative, however, that MCIm
10 acknowledge that they *do* have the necessary end user permission to view CPNI,
11 as required by Section 222 of the Act.

12 **Q. MS. LICHTENBERG ALSO OBJECTS TO THE ADDITIONAL**
13 **LANGUAGE SBC MISSOURI PROPOSES FOR ¶ 2.8. WHY SHOULD**
14 **MCIM BE RESPONSIBLE FOR ASSURING THAT IT HAS OBTAINED**
15 **THE APPROPRIATE AUTHORITY TO ACCESS AN END USER'S CPNI**
16 **AS DEFINED IN SBC MISSOURI'S PROPOSED ¶ 2.8 LANGUAGE?**
17

18 A. Just as SBC Missouri takes on the responsibility to assure that it has obtained the
19 appropriate end user authority to access CPNI, MCIm should bear that same
20 responsibility. SBC Missouri cannot possibly know whether MCIm has obtained
21 the appropriate end user authority to access the end user's CPNI since SBC
22 Missouri is not a party to MCIm's marketing activity with the end user. MCIm is
23 the only party with the knowledge whether it has obtained the appropriate end
24 user permission. Therefore, it is necessary to have specific language at ¶ 2.8 that
25 defines MCIm's responsibility to obtain the appropriate end user authority. This
26 protects all users of OSS, including MCIm.

27 **Q. DO YOU MEAN THAT SBC MISSOURI HAS NO WAY OF KNOWING**
28 **WHETHER MCIM HAS OBTAINED THE APPROPRIATE END USER**
29 **AUTHORITY TO ACCESS HIS OR HER CPNI?**
30

31 A. That is correct. When MCIm or any CLEC submits a pre-order request to SBC
32 Missouri, the CLEC must select a check box that indicates that it has the

1 appropriate CPNI authority. That check box is the only indication that SBC
2 Missouri receives from the CLEC, prior to the preorder transaction, that it has the
3 proper authority. That is, every user of OSS must rely upon other users of the
4 systems that the proper CPNI authority has been obtained based solely on that
5 check box entry by the CLEC. It is a “trust me” situation. SBC Missouri believes
6 strongly that a CLEC must, therefore, bear its own responsibilities and having the
7 appropriate CPNI authorization is a CLEC’s responsibility alone.

8 **Q. MS. LICHTENBERG STATES THAT THE “SBC MISSOURI POSITION**
9 **IS NOT SUPPORTED BY THE LAW AND IS CONTRADICTED BY**
10 **OTHER PORTIONS OF THE ‘AGREED TO’ LANGUAGE IN THE**
11 **PROPOSED INTERCONNECTION AGREEMENT.” (LICHTENBERG**
12 **DIRECT, P. 7). HOW DO YOU RESPOND?**

13
14 A. SBC Missouri’s proposed language at ¶ 3.2.2.1 is not in any conflict with ¶’s 2.5,
15 2.6 and 2.8. Rather, it is consistent within the ICA paragraphs 2.5, 2.6 and 2.8
16 and is consistent with the FCC’s Third Report and Order mentioned above.

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

18 A. For all of the reasons mentioned within my Direct Testimony as well as for those
19 mentioned above, the Commission should approved SBC Missouri’s language
20 which requires that MCI obtain the necessary permission prior to accessing the
21 CPNI of other carriers’ customers.

22 **V. SBC - MCI_{Im} OSS ISSUE 3**

23 **Issue Statement 3:** *Should MCI_{Im} be responsible for cost incurred as a*
24 *result of inaccurate ordering or usage of the OSS?*

25 **Q. MS. LICHTENBERG CLAIMS THAT SBC MISSOURI “SHOULD NOT**
26 **BE PERMITTED TO CHARGE MCI IN THE EVENT THERE IS AN**
27 **ERROR IN AN ORDER SUBMITTED TO SBC BY MCI”**
28 **(LICHTENBERG DIRECT P. 7). HOW DO YOU RESPOND?**

1 A. MCIIm did not provide an issue statement within the Decision Point List (“DPL”)
2 regarding OSS Issue 3. Nevertheless, SBC Missouri’s understanding of the
3 dispute does agree with Ms. Lichtenberg’s statement of the dispute within her
4 Direct Testimony. That is, MCIIm objects to SBC Missouri’s proposed language
5 that would require MCIIm to cover any costs actually incurred by SBC Missouri as
6 a result of MCIIm ordering errors. Lichtenberg is wrong that “SBC’s language is
7 so vague as to encompass virtually anything.” (Lichtenberg Direct p. 7). The
8 proposed language is in ¶ 2.10 is quite specific.

9 **As such, MCIIm agrees to accept and pay all reasonable**
10 **costs or expenses, including labor costs, incurred by**
11 **SBC MISSOURI caused by any and all inaccurate**
12 **ordering or usage of the OSS, if such costs are not**
13 **already recovered through other charges assessed by**
14 **(SBC) MISSOURI to MCIIm.**

15
16 What Ms. Lichtenberg failed to mention is the sentence that appears
17 immediately before the disputed language above. That agreed to sentence states,
18 “MCIIm is also responsible for all actions of its employees using any of SBC’ (sic)
19 OSS systems.” So in context, the disputed language relates directly to the actions
20 of MCIIm employees on two levels. One, if an MCIIm employee submits an
21 inaccurate LSR and that LSR causes SBC Missouri to expend resources (that it
22 would not have had to expend had MCIIm issued an accurate LSR), then SBC
23 Missouri should be able to assess those costs to the cost causer. Two, if an MCIIm
24 employee misuses the OSS and that misuse causes SBC Missouri to expend
25 resources (that it would not have had to expend had MCIIm’s employee not
26 misused the OSS) to correct the misuse situation, then SBC Missouri should be

1 able to assess those costs to the cost causer as well. Frankly, MCIm has little to
2 worry about with regard to this language if it issues accurate orders on behalf of
3 its end users and if its employees use the appropriate level of care when accessing
4 the OSS.

5 **Q. HOW SHOULD THE COMMISSION RULE REGARDING THIS ISSUE?**

6 A. The Commission should approved SBC Missouri’s proposed language because it
7 protects SBC Missouri’s OSS for use by all CLECs .

8 **VI. SBC – NAVIGATOR OSS ISSUE 1**

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

12 **Q. MR. LEDOUX OF NAVIGATOR CLAIMS THAT SBC MISSOURI'S**
13 **WHOLESALE SUPPORT ORGANIZATIONS (LSC AND LOC) HOURS**
14 **OF OPERATION PLACE CLECS AT A COMPETATIVE**
15 **DISADVANTAGE COMPARED TO SBC MISSOURI'S RETAIL**
16 **OPERATIONS. HE ALSO CLAIMS THAT NAVIGATOR IS ONLY**
17 **ASKING THAT THE LSC AND LOC HOURS OF OPERATION BE**
18 **EXTENDED TO INCLUDE THE SAME HOURS AS SBC'S RETAIL**
19 **OPERATIONS. HOW DO YOU RESPOND?**

20 A. First, I would point out that Mr. Ledoux is not making an apples-to-apples
21 comparison when he attempts to relate SBC's wholesale and Retail business
22 office operations. The SBC Retail business office markets SBC Retail services to
23 end users just as a CLEC does through its business office. SBC's LSC and LOC
24 are there to assist CLECs with order and maintenance/repair activities and do not
25 in any way actively market services to end users. That distinction should not be
26 lost in the discussion. Mr. Ledoux is simply comparing apples and oranges. The
27 point of comparison is access to OSS and in that regard SBC Missouri offers

1 parity access to CLECs. SBC Missouri manages its operating systems so that
2 SBC Retail cannot process orders it takes, regardless of the hour, ahead of CLEC
3 order processing opportunities.

4 Second, as a retail provider, SBC Retail must decide what hours it wishes
5 to market its products to end users. As a retail services provider, Navigator must
6 make that same decision. If Navigator wishes to market to end users during the
7 same time frame as SBC Retail, then it is free to do so. That is its business
8 decision which has nothing at all to do with SBC Missouri's LSC or LOC
9 operations.

10 Third, SBC Missouri has a detailed CLEC Impact Analysis Process
11 ("CIA") that is used internally to review all proposed Retail changes to systems
12 and procedures that could impact SBC Missouri's wholesale customers.
13 Whenever a proposal by SBC Retail is made that could affect the parity access to
14 OSS, SBC Missouri's wholesale operations insure that we continue to offer
15 nondiscriminatory access to CLECs. I have personally participated in these
16 sessions and can attest to the Commission that great care is taken by the CIA to
17 assure that CLECs have an even playing field.

18 Finally, I would refer the Commission to my confidential Direct
19 Testimony filed in this Docket on May 9, 2005. In that confidential filing I note
20 the volumes of Navigator LSRs that are processed during the average business
21 day. Those volumes simply do not warrant the additional hours and manpower
22 that Navigator is asking for. Mr. Ledoux makes no claim that Navigator's

1 volumes are such that it should command additional hours of operation from SBC
2 Missouri's LOC and LSC, for good reason.

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

4 A. For the reasons above as well as those mentioned in my Direct Testimony, the
5 Commission should adopt SBC Missouri's language regarding support
6 organization hours of operation and should reject Navigator's ill-advised language
7 altogether.

8 **VII. SBC – SPRINT GT&C ISSUE 13a**

9 **Issue Statement:** *Should SBC be allowed to require CLEC to use a specific form*
10 *for submitting billing disputes?*

11 **Q. DID YOU DISCUSS THIS SAME ISSUE IN YOUR DIRECT**
12 **TESTIMONY?**

13 A. Not specifically in relation to Sprint. However, I did discuss a very similar issue
14 in my Direst Testimony, which was related to the CLEC Coalition's GT&C Issue
15 11.

16 **Q. IN DISCUSSING THE SBC MISSOURI'S STANDARD BILLING**
17 **DISPUTE FORM, MS. SHIPMAN OF SPRINT STATES THAT, "SPRINT**
18 **AND SBC HAVE AGREED TO THE USE OF A MICROSOFT EXCEL**
19 **SPREADSHEET WITH ESSENTIALLY THE SAME INFORMATION AS**
20 **SBC'S FORM." (SHIPMAN DIRECT P. 15). MS. SHIPMAN THEN**
21 **STATES THAT "IT IS ALREADY A MANUAL PROCESS FOR SPRINT,**
22 **BUT BEING COMPELLED TO UTILIZE A SBC FORM TO CONVEY A**
23 **DISPUTE WOULD BE AN EXPENSIVE AND UNNECESSARY BURDEN**
24 **TO SPRINT." (SHIPMAN DIRECT, P. 15). HOW DO YOU RESPOND?**
25

26 A. Frankly, with more than a little confusion. Ms. Shipman states that Sprint is
27 already forwarding its billing disputes to the LSC Billing team utilizing a
28 Microsoft Excel spreadsheet that contains the same information required on SBC

1 Missouri's Billing Dispute form. The billing dispute form posted on CLEC
2 Online is a Microsoft Excel spreadsheet that contains spaces for the CLEC to
3 enter the specific information that SBC Missouri requires to be able to process the
4 CLEC's claim. That standardized spreadsheet was collaboratively refined based
5 on CLEC comments made within the CUF collaborative forum. I am at a loss to
6 explain why Ms. Shipman objects to language regarding the use of a form that
7 was refined by CLECs and that her company is apparently very capable of using.

8 **Q. HOW SHOULD THE COMMISSION RULE REGARDING THIS ISSUE?**

9 A. For all of the reasons mentioned in my Direct Testimony regarding the CLEC
10 Coalition's GT&C Issue 11 as well as the fact that Sprint is already providing the
11 information required by the SBC Missouri Billing Dispute form, I urge the
12 Commission to adopt SBC Missouri's language regarding this issue, thereby, to
13 recognizing that Sprint's GT&T Issue 13a is really no issue at all.

14 **VIII. SBC – CLEC COALITION GT&C ISSUE 17**

15 **Issue Statement:** *Should the CLEC Coalition's language be included in the*
16 *Agreement?*

17 **Q. MR IVANUSKA OF THE CLEC COALITION CHARACTERIZES THIS**
18 **ISSUE AS THE CLEC COALITION'S WAY TO ASSURE SBC MISSOURI**
19 **REMAINS COMMITTED TO THE CHANGE MANAGEMENT PROCESS**
20 **BY MEMORIALIZING THE CMP WITHIN THE ICA. (IVANUSKA**
21 **DIRECT, P. 33). IS THAT YOUR UNDERSTANDING OF THE**
22 **DISPUTED ISSUE?**

23 A. No, that is not my understanding. SBC Missouri does not object to memorializing
24 its commitment to the CMP within the ICAs. In fact, there is language in several
25 sections of the proposed ICA in which SBC Missouri states it will abide by CMP
26 guidelines. That is not the disputed issue between the parties. The CLEC
27 Coalition's proposed language would give the CLEC Coalition an unfair

1 advantage over other CLECs participating in the collaborative CMP by allowing
2 the CLEC Coalition to veto collaboratively arrived at decisions made in those
3 forums. That would not be fair to other CLECs and should not be allowed under
4 any circumstance.

5 **Q. MR. IVANUSKA ALSO CLAIMS THAT THE CLEC COALITION'S**
6 **PROPOSED LANGUAGE DOES NOT PERMIT CLECS TO INSIST ON**
7 **ICA AMENDMENTS FOR ISSUES THAT ARE OTHERWISE**
8 **ADDRESSED IN CMP. (IVANUSKA DIRECT, P. 33). DO YOU AGREE?**

9 A. No, I do not agree. The language offered by the CLEC Coalition in its proposed ¶
10 41.3.2 is clear.

11 To the extent their resources permit, the Parties
12 agree to participate in Industry User and Change
13 Management forum and to work cooperatively to
14 implement change with minimum disruption to
15 established interfaces. *Notwithstanding the*
16 *foregoing, resolution and processes established in*
17 *the User and Change Management forums which*
18 *change the way the Parties operate under the*
19 *Agreement are valid only when incorporated by*
20 *amendment to the Agreement or as otherwise*
21 *mutually agreed in writing by the Parties.*
22 (Emphasis original, *emphasis added*).

23 There is simply no other way to interpret the CLEC Coalition's language. If one
24 or both of the collaboratives arrive at a group decision, then those changes are
25 only valid when incorporated by amendment to the agreement or as otherwise
26 mutually agreed in writing by the parties. Per the CLEC Coalition's language, all
27 a member would have to do is not agree to sign an amendment or other written
28 form. That is veto power despite Mr. Ivanuka's statements to the contrary.

29 **Q. HOW SHOULD THE COMMISSION RULE REGARDING THIS ISSUE?**

30 A. The Commission should rule in favor of the collaborative process and should

1 adopt SBC Missouri’s position regarding this proposed language. It should
2 entirely reject the CLEC Coalition’s effort to subvert the collaborative process.

3 **IX. SBC – CHARTER GT&C ISSUE 28**

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

8 **Q. MR. BARBER OF CHARTER CLAIMS THAT SBC MISSOURI “HAS**
9 **MISCHARACTERIZED THE ISSUE.” (BARBER DIRECT, P. 31). HE**
10 **ALSO CLAIMS THAT CHARTER’S ONLY CONCERN IS THAT IT NOT**
11 **BE BILLED BY SBC MISSOURI “FOR SBC ADMINISTRATIVE**
12 **ACTIVITY.” (BARBER DIRECT, P. 31). HOW DO YOU RESPOND?**

13 A. I would start by noting that Charter did not provide an issue statement for the
14 DPL prior to any filing made by the parties so it was somewhat difficult to
15 determine what Charter’s position was regarding this issue. I would then look to
16 the language that is in dispute regarding the issue. Charter’s proposed language at
17 ¶ 4.14 is as follows

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

29 This overly broad proposed language would seem to prevent the parties from ever
30 assessing any charges for any of the work they perform on behalf of each other if
31 those charges were not specifically identified within the ICA. From a service

1 order processing perspective, Charter's proposed language appears to be broad
2 enough that it would prevent SBC Missouri from billing Charter for work
3 activities performed on behalf of Charter in processing Charter's LSRs and ASRs.

4 When SBC Missouri processes a service order at the request of a CLEC,
5 SBC Missouri incurs costs to perform that activity. SBC Missouri is entitled to
6 recover those costs. Under Charter's language, however, it appears that the costs
7 for internal administrative and related functions that SBC Missouri must perform
8 to fulfill its service order processing obligation to Charter could be costs that SBC
9 Missouri would not be entitled to recover. That is simply not equitable. SBC
10 Missouri should not be made to process Charter's LSRs and ASRs at SBC
11 Missouri's expense when it is Charter's activity which causes the cost and when
12 Charter alone benefits from SBC Missouri's processing of Charter's service
13 orders.

14 **Q. MR. BARBER FURTHER CLAIMS THAT "SBC SHOULD NOT SEND**
15 **CHARTER A BILL FOR THE TIME ITS EMPLOYEES TAKE TO**
16 **PREPARE FOR AND ATTEND...(A NETWORK OPERATIONAL)**
17 **MEETING." (BARBER DIRECT, P. 32). HOW DO YOU RESPOND?**

18 A. I am not aware that SBC Missouri has ever sent a bill to any CLEC for simply
19 meeting with them. Charter has provided no evidence of such a bill.

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

21 A. The Commission should reject Charter's confusing and overly broad proposed
22 language and should instead adopt SBC Missouri's language.

23 **X. SBC – AT&T UNE ISSUE 8**

1 be recreated in TIRKS and the billing system as the new UNE arrangement. The
2 CLEC's ASR drives the removal of the existing special access circuit in TIRKS
3 and the billing system, while the LSR drives the creation of the new UNE service
4 in both TIRKS and the billing system. Both of these orders must be processed for
5 a successful conversion to occur.

6 Mr. Rhinehart's language would allow AT&T to shirk its order processing
7 duties and would force SBC Missouri to enter AT&T's conversion request into
8 the OSS on AT&T's behalf. AT&T is responsible for issuing both LSRs and
9 ASRs for its end users in an accurate manner. That is part of AT&T's cost of
10 doing business. Those costs should not be passed along to SBC Missouri simply
11 because AT&T wishes to avoid processes that it has already agreed to in industry
12 collaborative sessions.

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

14 A. The Commission should land squarely on the side of industry collaboration and
15 previously agreed to processes. The Commission should adopt SBC Missouri's
16 language and should reject AT&T's ill-advised language.

17 **XI. SBC – AT&T UNE ISSUE 11**

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

20

21 **SBC Issue Statement:** *Where processes for commingling are not already in*
22 *place, should SBC Missouri be permitted to develop and*
23 *implement such processes? Are the applicable Change*
24 *Management guidelines the appropriate method for*
25 *establishing new OSS systems changes, if any, for OSS*

1 *functions related to commingling?*

2 **Q. MR RHINEHART OF AT&T ASSERTS THAT SBC MISSOURI**
3 **“SHOULD NOT BE GIVEN THE UNILATERAL RIGHT TO DICTATE**
4 **OSS SYSTEMS CHANGES AND CHARGES IN VIOLATION OF THE**
5 **NONDISCRIMINATORY TENET OF THE ACT.” (RHINEHART**
6 **DIRECT, P. 38). IS SBC MISSOURI SEEKING THAT UNILATERAL**
7 **RIGHT?**

8
9 A. No, it is not. In fact, that is why SBC Missouri has consistently proposed ICA
10 language that supports the collaborative efforts of the CMP and CUF and why
11 SBC Missouri commits in contract language to their respective guidelines.

12 **Q. WOULD SBC MISSOURI’S LANGUAGE GIVE SBC MISSOURI THAT**
13 **UNILATERAL RIGHT?**

14 A. No it would not. The language at ¶ 2.11.1.4 provides:

15
16 Where processes for any Commingling
17 requested pursuant to this Agreement
18 (including, by way of example, for existing
19 services sought to be converted to a
20 Commingled Arrangement) are not already
21 in place, SBC MISSOURI will develop and
22 implement processes, subject to any
23 associated rates, terms and conditions. *The*
24 *Parties will comply with any applicable*
25 *Change Management guidelines.*
26 (Emphasis added).
27

28 This language would commit SBC Missouri to develop the processes required to
29 fulfill CLEC requests for new arrangements while committing the parties to the
30 collaborative process. In other words, where processes do not exist for a newly
31 requested arrangement, SBC Missouri will adhere to CMP guidelines in
32 developing those processes. SBC Missouri’s proposed language says nothing
33 more nor less.

34 **Q. HOW SHOULD THE COMMISSION RULE REGARDING THIS ISSUE?**

1 A. The Commission should once again endorse the collaborative process and adopt
2 SBC Missouri's language.

3 **XII. SBC – MCIM UNE ISSUE 11**

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

6 **Q. MR. PRICE OF MCIM CLAIMS THAT, “SBC HAS REJECTED MCI’S**
7 **PROPOSED LANGUAGE IN FAVOR OF ITS OWN LANGUAGE THAT**
8 **WOULD ALLOW SBC TO HAVE NEAR-UNILATERAL CONTROL**
9 **OVER THE PROVISIONING AND BILLING PARAMETERS THAT**
10 **WOULD APPLY TO MCI’S CONVERSION.” (PRICE DIRECT, P. 20). IS**
11 **THAT TRUE?**

12 A. No, it is not true. SBC Missouri's language adheres to industry standards like the
13 Ordering and Billing Forum (“OBF”) guidelines, the CMP guidelines and the
14 CUF guidelines as well as standard processes such as the Bona Fide Request
15 (“BFR”) process. MCIm's language, on the other hand, would allow it to
16 circumvent industry collaborative and process standardization efforts by issuing a
17 non-standard ordering vehicle (i.e. spreadsheet) for negotiated projects. As noted
18 in my Direct Testimony, a spreadsheet is not an LSR nor an ASR. (Christensen
19 Direct, pp. 34-36). MCIm should not be allowed to ignore industry standard
20 processes as it sees fit.

21 **Q. MR. PRICE FURTHER CLAIMS THAT ILECs HAVE A CLEAR**
22 **INCENTIVE TO MAINTAIN AS MANY OF ITS SERVICES ON A**
23 **WHOLESALE/RETAIL BASIS AS POSSIBLE, FORESTALLING MCI’S**
24 **ATTEMPTS TO CONVERT THOSE SERVICES TO UNES. (PRICE**
25 **DIRECT, P. 21).**

26 A. The Industry Markets organization, to which I belong, is specifically in place to
27 serve the wholesale community in their provision of services to their end users.
28 My organization has absolutely no incentive whatsoever to forestall MCIm's

1 attempts nor any other CLEC's attempt to convert services to UNEs and, in fact,
2 advocates on behalf of CLECs on a daily basis. CLEC success equates to SBC
3 Industry Markets success. Mr. Price's assertion is simply not accurate.

4 **Q. MR. PRICE ALSO ATTEMPTS TO RELATE PERCEIVED ILEC**
5 **INERTIA TO THE LACK OF INCENTIVE HE ALLEGES. IS HE**
6 **CORRECT IN THE CASE OF SBC MISSOURI?**

7 A. No he is not correct. Throughout my Direct Testimony I noted that SBC Missouri
8 takes a careful systematic approach in creating OSS processes and for very good
9 reasons. While a CLEC is only required to issue an LSR or ASR (with predefined
10 requirements provided to the CLECs by SBC Missouri), SBC Missouri must
11 create the supporting processes and system changes behind those ordering
12 vehicles. It is akin to building a bridge across a stream. One must create the
13 footings on both sides of the stream, build the central supports within the stream,
14 build the skeletal structure across the stream, pave the skeletal structure, test it for
15 any weaknesses and only then can one drive across the bridge. In the case of a
16 new arrangement, CLEC system interface processes have to be in place, service
17 order processes must be in place, network design processes must be in place,
18 network inventory system processes must be in place and finally billing system
19 processes must be in place before a CLEC can order the new arrangement.
20 Adopting MCI's position regarding this issue will only serve to foster a bridge
21 collapse because of MCI's artificial and arbitrary 30 day proposed window.

22 **Q. MR. PRICE CLAIMS THAT CHANGES FROM WHOLESALE**
23 **SERVICES TO UNES IS, "LARGELY A BILLING FUNCTION" AND**
24 **CITES TRO LANGUAGE THAT SUGGESTS THE SAME. (PRICE**
25 **DIRECT, P. 23) IS HE CORRECT?**

1 A. From a CLEC's perspective I can understand why Mr. Price would make that
2 conclusion. However, as with many other processes, the devil is in the detail.
3 Converting wholesale services to a UNE arrangement or from a UNE
4 arrangement to a wholesale service is not simply a matter of changing billing rates
5 in a table as the CLECs would have the Commission believe. That is, the rate
6 itself is associated with a given CLEC's ICA and the product type (not the
7 individual circuit itself) that has been purchased by the CLEC. In other words, if
8 CLEC "A" buys product "A", its rate is "X." However, if CLEC "A" buys
9 product "B", its rate may be "Y". If one wanted to convert CLEC "A's" product
10 "A" arrangement in to a product "B" arrangement then the current arrangement
11 (CLEC "A" using and paying for product "A") must be disconnected within both
12 the billing and circuit inventory systems. The circuits then must be reestablished
13 (CLEC "A" buying product "B") within the billing and circuit inventory systems
14 using a different circuit identifier (that correctly identifies the new arrangement
15 under the appropriate product type). It is the new circuit identifier in combination
16 with the CLEC's specific ICA that will result in the new rate application for the
17 new arrangement. Therefore, a CLEC is not being completely accurate when it
18 claims that such changes are only rate table changes. That assertion is simply not
19 true.

20 It should be noted that at ¶ 585 of the TRO the FCC stated, "We decline
21 the suggestions of several parties to adopt rules establishing specific procedures
22 and processes that incumbent LECs and competitive LECs must follow to convert
23 wholesale services (e.g., special access services offered pursuant to interstate

1 tariff) to UNEs or UNE combinations, and the reverse, i.e., converting UNEs or
2 UNE combinations to wholesale services. Because both the incumbent LEC and
3 requesting carriers have an incentive to ensure correct payment for services
4 rendered, and because both parties are bound by duties to negotiate in good faith,
5 we conclude that these carriers can establish any necessary procedures to perform
6 conversions with minimal guidance on our part.” The FCC declined to get
7 involved in specific conversion processes and left it to the parties to work out the
8 details within the ICA. Nevertheless, the FCC did recognize that the parties
9 needed to collaboratively work out the conversion process.

10 Additionally, by using the qualifier “largely” the FCC recognized that
11 such conversions cannot be totally accomplished through billing table changes
12 alone. That is, the FCC understood that other work activities are involved in the
13 conversion process. The reality is that additional processes must be completed, as
14 noted above, when processing a CLEC’s request to change a service from Access
15 to UNE or vice versa.

16 **Q. MR. PRICE CLAIMS THAT “THE FCC’S TRRO, TRO, AND PREVIOUS**
17 **ORDERS, PROVIDES A RELATIVELY THOROUGH ROADMAP OF**
18 **THE SERVICES THAT CAN, AND CANNOT, BE CONVERTED.**
19 **ACCORDINGLY, IT IS NOT REASONABLE FOR SBC TO WAIT UNTIL**
20 **IT RECEIVES A REQUEST FOR SUCH A CONVERSION (WHOLESALE**
21 **TO UNE) BEFORE IT DETERMINES HOW IT WILL PROCESS SUCH A**
22 **REQUEST OR HOW IT WILL BILL FOR SUCH A REQUEST.” (PRICE**
23 **DIRECT, P. 22). HOW DO YOU RESPOND?**

24 A. While recent FCC orders reaffirmed the availability of UNEs¹ rather than forcing
25 CLECs to purchase special access, they also recognized that a transition from

¹ To the extent that a particular UNE facility remains subject to unbundling pursuant to section 251(c)(3).

1 special access to UNE arrangements may take time due to current long term
2 special access agreements between the parties. “It appears that carriers expected
3 to transition to UNEs – and pursued business models relying on this eventuality –
4 but committed to long-term special access contracts in the interim. In these cases,
5 a carrier’s use of a tariffed offering may not indicate that competition without UNEs is
6 possible in the long term, but only that the necessary initial commitment to tariffed
7 offerings on which ultimate UNE-based competition was predicated has yet to expire”
8 (TRRO, ¶64). The FCC recognized that CLECs had in many cases agreed to
9 purchase special access services and that the terms of their purchasing agreements
10 were still in effect and would take some time to expire. Therefore, Mr. Price’s
11 allegation that SBC Missouri is dragging its feet in the special access to UNE
12 conversion process is a bit disingenuous since many of those agreements are still
13 in place and the circuits in question are not yet eligible to convert to a UNE
14 arrangement.

15 Additionally, SBC Missouri is not clairvoyant and cannot possibly know
16 which CLEC special access circuits a CLEC will likely request to convert to a
17 UNE arrangement. SBC Missouri also does not know when a CLEC might make
18 such a request. SBC Missouri is also not privy to CLECs’ business plans and
19 cannot know what new arrangements, if any, an individual CLEC might want to
20 create based on those plans. Therefore, for any new product arrangement for
21 which there are no existing processes, it is perfectly reasonable for SBC Missouri
22 “to wait until it receives a request for such a conversion before it determines how
23 it will process such a request or how it will bill for such a request” (Price Direct,
24 p. 22), contrary to Mr. Price’s testimony.

1 **Q. HOW SHOULD THE COMMISSION RULE REGARDING THIS ISSUE?**

2 A. . For all of the reasons above and for those stated in my Direct Testimony, the
3 Commission should adopt SBC Missouri’s language and reject MCIm’s proposed
4 language entirely.

5 **XIII. SBC – MCIM UNE ISSUE 17**

6 **Issue Statement:** *When is the BFR the appropriate vehicle for submitting certain*
7 *commingling requests?*
8

9 **Q. MR. PRICE CLAIMS THAT THE BONAFIDE REQUEST (“BFR”)**
10 **PROCESS SHOULD NOT BE USED IN THE DEVELOPMENT OF NEW**
11 **COMMINGLED ARRANGEMENTS BECAUSE THE BFR PROCESS IS**
12 **ONLY IN PLACE FOR NEW UNES. (PRICE DIRECT, P. 103). HOW DO**
13 **YOU RESPOND?**

14 A. I disagree with Mr. Price’s opinion that the BFR process is inappropriate for the
15 development of new commingling arrangements. The BFR is a process, which a
16 CLEC can utilize to request elements that do not currently exist within its ICA.
17 SBC Missouri is not suggesting that a CLEC should be required to issue a BFR
18 for commingling arrangements that have already been defined and posted on the
19 CLEC Online website at <https://clec.sbc.com/clec>. SBC Missouri is only
20 proposing the use of the BFR in the case that processes have yet to be defined for
21 a CLEC’s newly identified commingling arrangement. It is important to note that
22 SBC Missouri currently has 11 such arrangements identified on the CLEC Online
23 website and that a CLEC will not be required to issue a BFR for those 11
24 commingling arrangements. Furthermore, SBC Missouri believes that the 11
25 arrangements already posted are the arrangements that CLECs are likely to
26 require based on CLEC comments in other regulatory venues.

27 **Q. IS THERE A NEED TO UTILIZE THE BFR PROCESS IN THE CASE OF**
28 **A NEWLY IDENTIFIED COMMINGLING ARRANGEMENT?**

1
2 A. Yes, there is a need to utilize the process. As noted above, SBC Missouri cannot
3 possibly know all of the commingling arrangements that a CLEC may request in
4 the future. As such, SBC Missouri must determine the feasibility of the requested
5 arrangement and determine what existing processes (i.e. service order, network
6 design, network inventory and billing), if any, will apply to the new arrangement
7 and what new processes may be necessary. That kind of feasibility determination
8 can only be satisfactorily completed using the systematic and thorough BFR
9 process.

10 It is interesting to note that Mr. Price does not deny that the BFR is
11 appropriate for new processes. In fact, his testimony supports SBC Missouri's
12 position in that regard. While still claiming that there is no need for the BFR in a
13 commingling request, he does state that "[i]n connection with commingling
14 requests, there certainly is no need, as the BFR appendix requires, to consider the
15 installation intervals, the applicable rates, and the terms and conditions by which
16 commingling will be made available. These questions are intended to apply only
17 when an entirely new process is being established for the first time." (Price
18 Direct, p. 105) (emphasis added). Newly defined commingling arrangements
19 may, indeed, require entirely new processes when they are established for the first
20 time. SBC Missouri must, therefore, consider the installation intervals, the
21 applicable rates and the terms and conditions that apply to the newly defined
22 commingling arrangement. SBC Missouri must also determine the CLEC system
23 interface requirements, service order system requirements, network design system
24 requirements and network inventory system requirements, along with those

1 mentioned by Mr. Price. Without the appropriate BFR analysis, a thorough
2 process is not possible.

3 It is also important to note that the BFR time frames mentioned in both our
4 Direct testimonies (See, Christensen Direct, p. 30) are worst case scenarios. If
5 MCIIm identifies a new commingling arrangement and issues a BFR, the
6 feasibility study may find that many if not all of SBC Missouri's current
7 processes can be used to provision the new arrangement. If that is the case, then
8 the time frames mentioned would be shortened significantly. Nevertheless, SBC
9 Missouri believes that the BFR feasibility study is the appropriate method to make
10 that determination.

11 **Q. HAS MCIM OFFERED AN ALTERNATIVE TO THE BFR FOR**
12 **DEVELOPING NEWLY DEFINED COMMINGLING ARRANGEMENTS?**
13

14 A. No, it has not. It only claims that the BFR is inappropriate and that commingling
15 arrangements should be a matter of routine processes. However, MCIIm's myopic
16 view does not take into consideration the CLEC's own creativity in configuring
17 and thus in ordering new commingling arrangements. SBC Missouri has no
18 reason to believe that MCIIm will determine a finite number of commingling
19 arrangements and will only order those specific arrangements in the future. SBC
20 Missouri's proposed language is, therefore, forward looking and allows for the
21 CLECs' creative endeavors in the future.

22 **Q. HOW SHOULD THE COMMISSION RULE REGARDING THIS ISSUE?**

23 A. The Commission should adopt SBC Missouri's forward looking proposed
24 language that allows for future CLEC business decisions related to commingling
25 arrangements. The Commission should not arbitrarily dismiss the BFR as an

1 overly burdensome process given that the BFR is only used for those elements not
2 included in a CLEC's ICA and, as MCIm itself admitted, was only used once by
3 MCIm in Texas (not Missouri) during the last eight years (See, Price Direct, p.
4 104). SBC Missouri is not suggesting that the BFR be used on a daily or regular
5 basis, but rather, only under those circumstances in which processes do not exist
6 for a newly defined commingling arrangement.

7 **XIV. SBC – MCIM UNE ISSUE 21**

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

9

10 **Q. MR. PRICE CLAIMS THAT “MCI ONLY ASKS THAT IN THE**
11 **ABSENCE OF FINAL ORDERING PROCESSES, SBC ACCEPT MCI'S**
12 **ORDERS VIA ELECTRONIC SPREADSHEET AND PROVISION THOSE**
13 **ORDERS WITHIN A REASONABLE TIME.” (PRICE DIRECT, P. 114).**
14 **WHY IS THAT UNREASONABLE?**

15

16 A. For one very good reason. If a CLEC ordering process does not exist for a
17 requested commingling arrangement, that means that SBC Missouri's service
18 order process for that arrangement does not exist. Nor does a provisioning
19 process exist through the network design system, network inventory system and
20 the billing system. SBC Missouri does not create processes as if they were silos.
21 That is, as if they were stand alone processes that do not rely on any other
22 processes. In the example described by MCIm, it would submit a non-standard
23 ordering vehicle (i.e. spreadsheet) and would expect SBC Missouri to be able to
24 provision its request even though ordering, provisioning and billing processes do
25 not exist. That is simply unrealistic and counterintuitive.

26 **Q. HOW SHOULD THE COMMISSION RULE REGARDING THIS ISSUE?**

27 A. The Commission should, adopt SBC Missouri's proposed language.

1 **XV. SBC – CLEC COALITION UNE ISSUE 11**

2 **CLEC Coalition Issue Statement:** *Should SBC be required to act promptly to determine*
3 *whether new processes and procedures are needed*
4 *with respect to commingled arrangements permitted*
5 *by the TRO?*
6

7 **SBC Issue Statement:** *What is the appropriate commingling order charge that SBC*
8 *can charge CLECs?*
9

10 **Q. MR. CADIEUX OF THE CLEC COALITION CLAIMS THAT “SBC IS**
11 **FULLY AWARE OF WHICH COMBINATIONS/COMMINGLED**
12 **ARRANGEMENTS ARE MOST USEFUL TO CLECS.” (CADIEUX**
13 **DIRECT, P. 35). IS THAT TRUE?**

14 A. Based on previous discussions the parties have had regarding commingled
15 arrangements, SBC Missouri has posted 11 commingled arrangements on the
16 CLEC Online website. I believe that those 11 commingled arrangements do meet
17 the vast majority of the CLECs’ needs with regard to commingled arrangements.

18 **Q. MR. CADIEUX ALSO CLAIMS THAT THE ISSUE FROM THE CLEC**
19 **COALITION’S PERSPECTIVE HAS NOTHING TO DO WITH ANY**
20 **POSSIBLE FUTURE COMMINGLING ARRANGEMENTS, BUT IS**
21 **WHETHER TO INCLUDE A SPECIFIC SET OF REQUESTED**
22 **COMMINGLING/COMBINATIONS WITHIN THE CONTRACT.”**
23 **(CADIEUX DIRECT, P. 36). HOW DO YOU RESPOND?**
24

25 A. Frankly, based on Mr. Cadieux’s statement I do not know whether the parties are
26 very far from agreeing on this issue. As noted above, SBC Missouri has already
27 posted 11 commingling arrangements on the CLEC Online website that should
28 meet the vast majority of CLEC commingling needs. While I will defer to my
29 colleague Mr. Silver, SBC Missouri may be open to including those 11
30 arrangements within the ICA if the CLEC Coalition would agree to including the
31 BFR process in the ICA for any future commingling needs it might have. That
32 seems to be a reasonable compromise that the parties can both live with.

1 **Q. IS THE BFR PROCESS, “INHERENTLY DESIGNED TO FAVOR SBC”?**
2 **(CADIEUX DIRECT, P. 36)**
3

4 A. Not at all. The BFR process is intended create new products and services for any
5 arrangement not identified in a CLEC’s ICA. It is also intended to ensure that
6 changes or enhancements required within the OSS to process the new
7 arrangement will occur in a systematic and thorough manner and that a change for
8 an individual CLEC will not adversely impact another user of OSS.

9 **Q. DOES SBC’S RETAIL OPERATION HAVE A SIMILAR SYSTEMATIC**
10 **AND THOROUGH PROCESS AKIN TO THE BFR?**

11 A. I understand that SBC Retail has a similar process called the Product Invention
12 Process. Both of these processes are under the same systemic constraints and
13 same development time frames. Again, SBC Missouri does not build its OSS
14 processes as silo like processes, but rather as a cohesive and comprehensive set of
15 systems that make the appropriate hand offs from one to the other in the
16 appropriate time frames. As noted above in my discussion of MCI UNE Issue 11,
17 one must build a bridge before one can cross it. Likewise, one must build the
18 underlying processes for a product before a customer can order the product. In
19 fact, I believe that it is irresponsible for a sales person to sell a product to an end
20 user if that product does not yet exist.

21 **Q. HOW SHOULD THE COMMISSION RULE REGARDING THIS ISSUE?**

22 A. If the parties remain at odds over this issue, then the Commission should support
23 the systematic and thorough implementation of new processes by adopting SBC
24 Missouri’s proposed language and by rejecting the CLEC Coalition’s shortsighted
25 and ill-advised language altogether.

26 **XVI. SBC – CLEC COALITION UNE ISSUE 63**

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

2
3 **Q. EXHIBIT A OF MR. IVANUSKA’S TESTIMONY CONTAINS A**
4 **PARAGRAPH 3.3 WHICH DISCUSSES SBC MISSOURI AND CLEC**
5 **WORK CENTER OBLIGATIONS TO “WORK TOGETHER TO**
6 **DEVELOP METHODS AND PROCEDURES” AS WELL AS REQUIRING**
7 **THE LSC TO MAINTAIN “AN ERROR RESOLUTION TEAM” THAT**
8 **“WILL DEAL WITH THOSE SERVICE ORDERS IN ERROR STATUS**
9 **AFTER THE ORDER HAS REACHED COMPLETION STATUS, BUT**
10 **BEFORE THE ORDER HAS POSTED TO SBC MISSOURI’S BILLING**
11 **SYSTEM.” (IVANUSKA DIRECT, EXHIBIT A). THE PARAGRAPH**
12 **ALSO DISCUSSES THE PARTIES’ COMMITMENT TO THE CUF**
13 **PROCESS FOR NON-OSS ISSUES. WHY DOES SBC MISSOURI**
14 **OBJECT TO THIS PARAGRAPH?**

15
16 **A.** SBC Missouri does not object to using the CUF to resolve non-OSS issues
17 between the parties nor does SBC object to using the CUF as a way for the parties
18 to work together to resolve manual process issues. However, for all of the reasons
19 mentioned in my Direct Testimony, SBC Missouri does object to the proposed
20 language offered by the CLEC Coalition with regard to the dedicated LSC error
21 resolution team. The internal service order error correction process used by SBC
22 Missouri today is extremely effective with Performance Measurement (PM) 17.1
23 (Service Order Posting) results for the time frame of April 2004 through March
24 2005 at 99.62% of all service orders posting to billing within five days of the
25 service order completion. The CLEC Coalition is proposing language to fix
26 something that is not broken.

27 **Q. HOW SHOULD THE COMMISSION RULE REGARDING THIS ISSUE?**

28 **A.** For all of the reasons stated in my Direct Testimony, I urge the Commission to
29 adopt SBC Missouri’s language and to reject the proposed language of the CLEC
30 Coalition.

1 **XVII. CONCLUSION**

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

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