

**BEFORE THE ILLINOIS COMMERCE COMMISSION**

**Docket No. 04-0469**

**Direct Testimony of Patricia H. Pellerin  
On Behalf of SBC Illinois**

**SBC Illinois Exhibit 1.0**

**August 17, 2004**

**ISSUES**

**Resale 1, 4, 8  
SBC CNAM 1, 2; CNAM 1-7, 10, 11  
SBC LIDB 1; LIDB 2-9, 11-14  
LIDB and CNAM AS 1  
SBC 800 1; 800 Database 1-3**

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1                                   **DIRECT TESTIMONY OF PELLERIN**

2                                   **ON BEHALF OF SBC ILLINOIS**

3   **I.     INTRODUCTION**

4   **Q.     PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

5   A.     My name is Patricia H. Pellerin. I am Associate Director – Wholesale Marketing for The  
6           Southern New England Telephone Company (“SBC Connecticut”), a subsidiary of SBC  
7           Telecommunications. My business address is 1441 North Colony Road, Meriden, CT  
8           06450.

9

10 **Q.    HAVE YOU PREPARED AN ATTACHMENT SUMMARIZING YOUR**  
11 **EDUCATION, CURRENT JOB RESPONSIBILITIES AND WORK**  
12 **EXPERIENCE?**

13 A.     Yes. Schedule PHP-1 summarizes my education, current job responsibilities and work  
14         experience.

15

16 **Q.    PLEASE PROVIDE AN OVERVIEW OF TESTIMONY OF SBC ILLINOIS.**

17 A.     Seventeen SBC Illinois witnesses have provided testimony on the issues raised in the  
18         Petition for Arbitration and SBC Illinois’ Response. UNE issues are addressed by  
19         Michael Silver, Deborah Fuentes Niziolek, Roman Smith, William Weydeck and Marc  
20         Novack. Reciprocal Compensation issues are addressed by Scott McPhee and Chris  
21         Read. Carol Chapman addresses the Line Sharing, Line Splitting and xDSL issues. NIM

22 and Pricing issues are primarily discussed by Carl Albright and Michael Silver,  
23 respectively. Jason Constable, Kent Currie and I address Call-Related Database issues  
24 (CNAM, LIDB, and 800), and I also address Resale issues.

25  
26 Attached to my testimony is Schedule PHP-2, which provides a listing of all issues and  
27 the SBC Illinois witness(es) addressing each.

28

29 **Q. HAVE ANY ISSUES BEEN SETTLED SINCE SBC ILLINOIS FILED ITS**  
30 **RESPONSE ON AUGUST 10?**

31 A. Yes, three additional issues have been settled: Line Sharing Issue 8, Line Splitting Issue 2  
32 and NIM Issue 23. In addition, LIDB Issue 11 has been consolidated with LIDB and  
33 CNAM AS Issue 1.

34

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

36 A. The purpose of my testimony is to explain and support SBC Illinois' position with respect  
37 to issues in this arbitration regarding resale and call-related databases. The following  
38 represent the most important themes to SBC Illinois in these areas:

39 • Resale – Consistent with Section 251(c)(4) of the Telecommunications  
40 Act of 1996 (“Act”), SBC Illinois offers for resale its telecommunications  
41 services available at retail to end users. These services are offered to  
42 MCI, at a wholesale discount, under the same terms and conditions and to  
43 the same class of end users as SBC Illinois' corresponding retail services.

44           • Call-Related Databases – Per the *Triennial Review Order*<sup>1</sup> (“TRO”), the  
45           only instances where SBC Illinois was obligated to provide unbundled  
46           access to call-related databases (other than 911) was in conjunction with  
47           unbundled local switching purchased by that CLEC. In light of *USTA II*,  
48           providing unbundled access to call-related databases (other than 911) is  
49           now not required since SBC Illinois is no longer required to provide local  
50           switching on an unbundled basis. It is inappropriate to consider the  
51           national industry-wide issue of the application of Section 251(b)(3) of the  
52           Act to call-related databases.

53           MCI using its own switches will still have access to SBC Illinois’ CNAM, LIDB and Toll  
54           Free Calling databases, but that access should be at just and reasonable rates, rather than  
55           unbundled network element (“UNE”) prices, and should not be pursuant to a Section 251  
56           agreement.

57

58           My testimony addresses SBC Illinois’ position on the following issues:

59                     *Resale* – Resale Issues 1, 4, 8

60                     *Call-Related Databases* – SBC CNAM 1, 2; CNAM Issues 1-7, 10, 11;  
61                     SBC LIDB Issue 1; LIDB Issues 2-9, 11-14; LIDB and CNAM AS Issue  
62                     1; SBC 800 Issue 1; 800 Database Issues 1-3.

63

64           SBC Illinois’ positions on these issues are reasonable and consistent with the Act, related  
65           FCC orders and prior Commission orders. Accordingly, SBC Illinois’ proposed language  
66           should be adopted and MCI’s’ competing language rejected.

67

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<sup>1</sup> *Review of the 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Deployment of Wireline Services Offering Advanced Telecommunications Capability, Report and Order and Order on Remand and*

68 **Q. HAS THE ISSUANCE OF THE *USTA II* MANDATE AFFECTED SBC ILLINOIS’**  
69 **POSITIONS IN THIS PROCEEDING?**

70 A. Many of the issues that are included in my testimony involve contract terms and  
71 conditions related to subjects that have been dramatically impacted by the *USTA II*  
72 decision. By way of example, the *USTA II* decision vacated, among other things, the  
73 FCC’s subdelegation to state commissions and vacated the FCC’s nationwide impairment  
74 determinations with respect to mass market switching (unbundled local switching or  
75 “ULS”). The subject matter of my testimony includes call-related databases, which are  
76 inextricably intertwined with local switching. Because MCI was only entitled to  
77 unbundled access to call-related databases (other than 911) when it acquired unbundled  
78 local switching, there can be no more unbundled access to those call-related databases.  
79 Accordingly, SBC Illinois’ position is that MCI is not entitled to access SBC Illinois’  
80 call-related databases under this Agreement. The Agreement may still address such  
81 access, but those terms only apply if MCI is permitted to use SBC Illinois’ unbundled  
82 local switching under the Agreement.<sup>2</sup>

83

84 **II. RESALE**  
85 **Resale Issues 1, 4, 8**

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Further Notice of Proposed Rulemaking, CC Docket Nos. 01-338,96-98,98-147, FCC 03-36 (rel. Aug. 21,2003) (“*Triennial Review Order*” or “TRO”)

<sup>2</sup> For example, the CNAM Appendix clearly states that SBC Illinois is providing access to the CNAM database only when queries are originated from any unbundled local switching that SBC Illinois is required to provide under this Agreement. (See Section 4.1 of the CNAM Appendix).

86 **ISSUE 1:** May MCI resell, to another Telecommunications Carrier, services  
87 purchased from Appendix Resale?

88 (Resale Section 1.3)

89

90 **Q. WHAT IS THE DISPUTED LANGUAGE REGARDING MCI'S RESALE OF SBC**  
91 **ILLINOIS' SERVICES?**

A. The following language in Resale Section 1.3 represents language agreed to in plain font,  
and SBC Illinois has proposed the following language in bold underline font to which  
MCI objects:

92 MCI may **not** resell, to other Telecommunications carriers, services  
93 purchased under this Appendix.

94 Because SBC Illinois now realizes that the language included in its Response creates  
95 certain loopholes for MCI, SBC Illinois now offers the following revised language, which  
96 makes clear that MCI may resell SBC Illinois' telecommunications service to another  
97 carrier only for that carrier's use as a retail end user.

98 MCI may **not** resell services purchased under this Appendix to other  
99 Telecommunications carriers **for the provision of telecommunications**  
100 **services by those Telecommunications carriers. MCI may, however,**  
101 **resell services purchased under this Appendix to other**  
102 **Telecommunications carriers for use by those Telecommunications**  
103 **carriers as End Users of telecommunications services, so long as**  
104 **MCI sells to those carriers at the same rates, terms and conditions**  
105 **as it sells to non-carrier end users purchasing the same services, and**  
106 **not in exchange for the reciprocal provision of telecommunications**  
107 **services from those carriers.**

108 This language is clearly more than required by the Act, but it is intended to limit the  
109 ability of MCI to resell to another carrier at wholesale rates in exchange for the other  
110 carrier returning the favor (i.e., the language attempts to prevent collusion among CLECs

111 who could otherwise agree to provide each other resold services at wholesale rates for  
112 their own internal use, which is prohibited by the *First Report and Order*). As discussed  
113 below, other states (including Ohio) have approved the simple statement: “MCI may not  
114 resell, to other Telecommunications carriers, services purchased under this [Resale]  
115 appendix.” It is this language that SBC Illinois now reasserts is appropriate and, in fact,  
116 necessary for the parties’ interconnection agreement. However, SBC Illinois would  
117 accept the language as revised above if the Commission concludes that it is necessary.

118

119 **Q. IS SBC ILLINOIS’ POSITION REASONABLE?**

120 A. Yes. The restriction SBC Illinois seeks in this arbitration prohibiting MCI from reselling  
121 SBC Illinois’ telecommunications services obtained under the Resale appendix to  
122 telecommunications carriers is reasonable and non-discriminatory. This is because: 1)  
123 Section 251(c)(4) of the Act provides that a CLEC may be restricted from reselling  
124 services to a different category of subscribers; 2) telecommunications carriers and end  
125 users are different categories of subscribers; and 3) MCI may resell SBC Illinois’  
126 telecommunications services to the same category of subscribers to which SBC Illinois  
127 sells on a retail basis (i.e., end users of the service) but not to a different category of  
128 subscribers (i.e., resellers of the service).

129

130 **Q. WHAT ARE THE PROBLEMS WITH MCI’S PROPOSAL?**

131 A. MCI, in effect, proposes that it be allowed to resell SBC Illinois' services to other carriers  
132 for those carriers to provide telecommunications services. There are numerous problems  
133 with this proposal. For example, permitting MCI to resell to another carrier would allow  
134 that third party carrier, with which SBC Illinois has no contract or contact, also to resell  
135 SBC Illinois' services. That situation could create any number of problems under state  
136 and federal law and SBC Illinois' tariffs. First, unrestricted resale by MCI could lead to  
137 cross-class selling by a third party carrier in violation of the FCC's *First Report and*  
138 *Order*<sup>3</sup> and an SBC Illinois tariff restriction.<sup>4</sup> Second, approval of MCI's proposed  
139 language could result in end users receiving local service from companies not certified by  
140 this Commission to provide such services, because once services are resold to another  
141 carrier, which can then resell them to another carrier, and so on, the Commission could  
142 lose sight of what entity was actually offering service to end users. Therefore, any third  
143 party carrier with which MCI has a relationship could perpetuate the illegal use of SBC  
144 Illinois' resold services by its own accord.

145  
146 Adoption of MCI's proposal would also allow MCI's carrier customers to circumvent the  
147 prohibition in Section 4.10 of the Resale appendix against purchasing SBC Illinois' retail  
148 services at wholesale rates for MCI's own internal use. Specifically, an MCI carrier  
149 customer could buy SBC Illinois' service from MCI rather than directly from SBC  
150 Illinois. That carrier customer could then resell SBC Illinois' service right back to MCI.

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<sup>3</sup> CC Docket No. 96-98, Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 ("*First Report and Order*") at ¶962.

<sup>4</sup> Tariff No. 20, Part 2, Section 2, Sheet No. 6 (Section 4.9).

151 Even though MCI has agreed in Section 4.10 that it will not use resale services for its  
152 own internal use, a ruling in MCI's favor on this issue would not prohibit other CLECs  
153 that have agreements with SBC Illinois from reselling SBC Illinois' services at a discount  
154 back to MCI. In this manner, CLECs could coordinate with one another to obtain SBC  
155 Illinois' services for their own use at or near the wholesale discount rate.

156  
157 Another contractual problem is that MCI's carrier customers arguably would not be  
158 bound by the provision in Section 20.2 of the Agreement's General Terms and  
159 Conditions ("GTC") that the reseller not use SBC Illinois' name brand or logo. A similar  
160 contractual issue could arise because MCI's carrier customers would not be bound by the  
161 requirement in Section 4.3 of the Resale appendix or SBC Illinois' resale tariff that the  
162 reseller not sell residence service to business customers.

163  
164 **Q. ASIDE FROM THE ADDITIONAL CLARIFYING LANGUAGE DISCUSSED**  
165 **ABOVE, HOW DO YOU RESPOND TO MCI'S TESTIMONY REGARDING**  
166 **RESALE OF SBC ILLINOIS' SERVICES TO TELECOMMUNICATIONS**  
167 **CARRIERS?**

168 A. I disagree with the testimony of MCI's witness, Don Price ("Price Direct"), that SBC  
169 Illinois' proposed restriction on MCI's resale of SBC Illinois' services to  
170 telecommunications carriers for their resale is unreasonable. Mr. Price's reliance on

171 Section 251(b)(1) of the Act as well as various FCC orders in support of MCI's position  
172 is misplaced.<sup>5</sup>

173 **Q. HOW ARE SECTIONS 251(B)(1) AND 251(C)(4) OF THE ACT RELEVANT TO**  
174 **THIS ISSUE?**

175 A. Section 251(b)(1) of the Act states:

176 (b) Obligations of All Local Exchange Carriers.--Each local exchange  
177 carrier has the following duties:

178 (1) Resale.-- The duty not to prohibit, and not to impose  
179 unreasonable or discriminatory conditions or limitations on, the  
180 resale of its telecommunications services.

181 Because Section 251(b)(1) applies to all LECs, it obviously applies to MCI as well as  
182 SBC Illinois.

183 Section 251(c)(4), which does not apply to MCI, states:

184 (c) Additional Obligations of Incumbent Local Exchange Carriers.—In  
185 addition to the duties contained in subsection (b), each incumbent local  
186 exchange carrier has the following duties:

187 4) Resale.-- The duty—

188 (A) to offer for resale at wholesale rates any telecommunications  
189 service that the carrier provides at retail to subscribers who are not  
190 telecommunications carriers; and

191 (B) not to prohibit, and not to impose unreasonable or  
192 discriminatory conditions or limitations on, the resale of such  
193 telecommunications service, except that a State commission may,  
194 consistent with regulations prescribed by the Commission under  
195 this section, prohibit a reseller that obtains at wholesale rates a  
196 telecommunications service that is available at retail only to a  
197 category of subscribers from offering such service to a different  
198 category of subscribers.

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<sup>5</sup> Price Direct at p. 104-107.

199 (Emphasis added). Since I am not an attorney, my discussion of this issue is necessarily  
200 from the perspective of a business person. I leave any formal legal analysis to the  
201 attorneys in their briefs. However, it is clear that, in the Resale appendix of this  
202 Agreement, MCIIm is obtaining SBC Illinois' services for resale under Section 251(c)(4):  
203 i.e., at the wholesale discounted rate. Section 251(c)(4)(B) cited above specifically  
204 prohibits MCIIm from reselling services it obtains under the terms and conditions of the  
205 Resale appendix (i.e., at wholesale rates) to a different category of subscribers. End users  
206 and telecommunications carriers are "different category[ies] of subscribers."<sup>6</sup> Were they  
207 the same, numerous end user charges would apply to carriers (e.g., local number  
208 portability charges) and numerous carrier charges would apply to end users (e.g.,  
209 exchange access charges). Mr. Price's reliance on Section 251(b)(1) is clearly inapposite,  
210 because that provision applies to the resale of services at retail – not wholesale – rates  
211 (which MCIIm is not seeking under this Agreement). MCIIm cannot use that inapplicable  
212 provision to somehow override the explicitly-approved resale restriction stated in Section  
213 251(c)(4)(B).

214

215 **Q. YOU ALSO MENTIONED THAT MR. PRICE'S RELIANCE ON VARIOUS FCC**  
216 **ORDERS WAS MISPLACED. PLEASE EXPLAIN.**

217 A. Mr. Price cites to ¶964 of the FCC's *First Report and Order* and its discussion of  
218 restrictions on resale. I disagree with his testimony that SBC Illinois has no reasonable

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<sup>6</sup> SBC Illinois witness, Roman Smith, addresses the definition of "end user" in his testimony for Definitions

219 basis for the restriction it has proposed.<sup>7</sup> In ¶964 the FCC stated, in part, “[W]e are not  
220 inclined to allow the imposition of restrictions that could fetter the emergence of  
221 competition.” (Emphasis added). Prohibiting MCI<sub>m</sub> from reselling SBC Illinois’ retail  
222 services to telecommunications carriers for their own resale would not “fetter the  
223 emergence of competition.” In fact, as explained above, MCI<sub>m</sub>’s proposal would hurt  
224 competition by providing CLECs with an arbitrage opportunity for the benefit – not of  
225 their end users – but for themselves alone, whereby they would grant themselves  
226 wholesale rather than retail rates when acting as an end user of retail services. What is  
227 important to keep in mind here is that MCI<sub>m</sub> is purchasing an SBC Illinois retail service,  
228 at the wholesale discount, for resale under the same terms and conditions as the retail  
229 service. The resold service uses SBC Illinois’ network functions in exactly the same  
230 manner as SBC Illinois’ retail service uses those functions. Any certified  
231 telecommunications carrier could come directly to SBC Illinois to obtain these services at  
232 the wholesale discount. Permitting a carrier to purchase these services from MCI<sub>m</sub>,  
233 which it purchased from SBC Illinois, does nothing to foster competition; and prohibiting  
234 MCI<sub>m</sub> from reselling them to another carrier does nothing to inhibit competition.

235  
236 In ¶964 of the *First Report and Order* the FCC also stated that an ILEC may demonstrate  
237 the reasonableness of any proposed restriction on resale. Mr. Price attempts to persuade  
238 the Commission that SBC Illinois has no reasonable basis for the proposed restriction.  
239 The testimony above proves otherwise. Moreover, Mr. Price’s discussion is completely

240 irrelevant to the question at hand. Mr. Price recognizes that telecommunications services  
241 are defined in terms of being offered “directly to the public,”<sup>8</sup> relying on the discussion of  
242 this term in the *Universal Service Order*.<sup>9</sup> However, he does not place this discussion  
243 into proper context. The passage Mr. Price cites from the *Universal Service Order*  
244 explains that telecommunications services are limited to services offered on a common  
245 carrier basis. In other words, a carrier that offers services on a private basis is not  
246 obligated to resell its services. The FCC also explains that common carriers may offer  
247 telecommunications services on both a wholesale and a retail basis. Clearly, SBC Illinois  
248 and MCIIm are both common carriers. But MCIIm’s common carrier status does not  
249 somehow magically entitle it to purchase SBC Illinois’ services under the Resale  
250 appendix (i.e., at the wholesale discount) for resale to other carriers.

251  
252 Mr. Price also cites to ¶153 of the TRO in support of his claim that SBC Illinois has no  
253 reasonable basis for its restriction on resale to telecommunications carriers.<sup>10</sup> While this  
254 paragraph states that common carrier services may be offered on a retail or wholesale  
255 basis, Mr. Price takes this discussion out of context, because ¶153 is irrelevant to the  
256 issue here. This section of the TRO (¶¶149-153) is solely focused on the terms and  
257 conditions under which CLECs are entitled to access UNEs (i.e., as a common carrier),  
258 which is made clear by the heading at the beginning of ¶149: “*Requesting carriers must*

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<sup>7</sup> Price Direct at p. 104.

<sup>8</sup> Price Direct at p. 105.

<sup>9</sup> *Federal-State Joint Board on Universal Service*, 12 F.C.C.R. 8776 (1997) (“*Universal Service Order*”) at ¶785.

<sup>10</sup> Price Direct at p. 106.

259       offer a service on a common carrier basis.”<sup>11</sup> It has nothing whatsoever to do with  
260       resale.

261

262   **Q.    HAS ANY STATE COMMISSION RULED IN SBC’S FAVOR ON THIS ISSUE?**

263   A.    Yes. MCIIm brought this very issue to the Public Utilities Commission of Ohio  
264       (“PUCO”), which soundly rejected MCIIm’s position in 2002.<sup>12</sup> In the Ohio case, SBC  
265       proposed the following language: “MCIIm may not resell to other Telecommunications  
266       carriers, services purchased under this [Resale] Appendix.”<sup>13</sup> This is the exact language  
267       SBC Illinois is proposing in this arbitration. In that case, MCIIm argued that SBC’s  
268       language constituted an impermissible restriction on resale. The PUCO disagreed,  
269       finding MCIIm’s argument neither compelling nor consistent with prior holdings of the  
270       commission.<sup>14</sup>

271   **Q.    DID THE PUCO CONSIDER THE SAME PRECEDENT THAT MCIM HAS**  
272       **CITED IN THIS PROCEEDING FOR A RELATED ISSUE?**

---

<sup>11</sup>       *Triennial Review Order at ¶149.*

<sup>12</sup>       Ohio Commission Arbitration Award dated November 7, 2002 in Docket No. 01-1319-TP-ARB, *In the Matter of the Petition of MCImetro Access Transmission Services, LLC for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with Ameritech Ohio* at 61-64 (“*Ohio MCI Arbitration*”).

<sup>13</sup>       In the *Ohio MCI Arbitration*, the PUCO considered two issues presented related to MCI’s use of services purchased from its interconnection agreement with SBC Ohio: 1) Issue 172 considered the resale of SBC Ohio’s retail services to other telecommunications carriers; and 2) Issue 187 considered the use of SBC Ohio’s UNES to provide services to other telecommunications carriers. *Ohio MCI Arbitration* at pp. 63, 75.

<sup>14</sup>       The PUCO concluded that the certification granted to CLECs did not permit those CLECs to use the local services that they purchased from incumbent local exchange companies on a resale basis to other local carriers. *Ohio MCI Arbitration* at p. 66-67.

273 A. Yes, it did. In the arbitration with SBC Ohio, MCI<sub>m</sub> offered the very same precedent in  
274 support of its contention that it could use UNEs purchased from SBC provide service to  
275 other telecommunications carriers, that it submitted in its testimony in this case (Price  
276 Direct at p. 104-105) relative to using resale to provide service to other carriers.<sup>15</sup> In  
277 accepting the Panel's recommendation (and rejecting MCI<sub>m</sub>'s position), the PUCO  
278 concluded:

279 We also note that in these orders cited by MCI<sub>m</sub>, the FCC only discussed  
280 exchange access service as a wholesale service sold to IXC's (Local  
281 Competition Order and Universal Service Order). We find that the  
282 authority MCI<sub>m</sub> addresses by its exception is limited to the context of the  
283 IXC's ability to obtain UNEs from an ILEC, not from a CLEC (such as  
284 MCI<sub>m</sub>), and fail to find how this authority is similar to what MCI<sub>m</sub>  
285 proposes in this case. We agree with Ameritech that the Panel's  
286 recommendation is not inconsistent with the IXC's ability to obtain access  
287 to UNEs. We agree with the Panel's finding that the unbundling  
288 obligation of the Act is placed upon ILECs to allow CLECs to enter the  
289 telecommunications market as alternate retail providers, not alternative  
290 wholesale providers. Accordingly, we adopt the Panel's recommendation  
291 on this issue.<sup>16</sup>

292 As the Ohio Panel<sup>17</sup> and the PUCO recognized, the resale obligation (like the unbundling  
293 obligation) was placed on ILECs to enable CLECs to compete with ILECs on a retail  
294 basis. The FCC precedent Mr. Price cited for Resale Issue 1<sup>18</sup> does not support a finding  
295 that MCI<sub>m</sub> should be permitted to resell SBC Illinois' retail services to

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<sup>15</sup> Both Mr. Price and MCI<sub>m</sub> in Ohio cited the following decisions: *Local Competition Order, Virgin Islands Telephone Corporation v. Federal Communications Commission; Universal Service Order; and Implementation of the Non-Accounting Safeguards of Sections 271 and 272 of the Communications Act of 1934, as amended*. Price Direct at 104-106; *Ohio MCI Arbitration* at p. 76.

<sup>16</sup> *Ohio MCI Arbitration* at p. 74.

<sup>17</sup> In its recommendation supporting SBC Ohio's position, the Panel stated: "Considering the spirit of the Act, the Panel found that the unbundling obligation is placed upon ILECs to allow CLECs to enter the telecommunications market as alternative retail providers not alternative wholesale providers. Otherwise, the unbundling and resale obligations of the ILECs would not be necessary due to the existence of multiple wholesale providers." *Ohio MCI Arbitration* at p. 75 (emphasis added).

296 telecommunications carriers for their resale. As did the PUCO, this Commission should  
297 reject MCIIm's attempt to use resale services in an impermissible manner never  
298 contemplated by the Act.

299

300 **Q. BRIEFLY SUMMARIZE YOUR TESTIMONY REGARDING RE SALE OF**  
301 **TELECOMMUNICATIONS SERVICES TO TELECOMMUNICATIONS**  
302 **CARRIERS.**

303

304

305 A. Mr. Price incorrectly concludes that limiting the resale of SBC Illinois'  
306 telecommunications services obtained under Section 251(c)(4) to end users is an  
307 unreasonable restriction on resale, and his reliance on provisions of the Act and various  
308 FCC orders is misplaced. Telecommunications carriers and end users constitute different  
309 categories of subscribers, and it is not unreasonable to prohibit MCIIm from reselling SBC  
310 Illinois' services to a different class of subscribers. Such a restriction does not in any  
311 way inhibit competition for local exchange service. Moreover, unrestricted resale by  
312 MCIIm could ultimately lead – in a variety of ways, as discussed above – to the provision  
313 of resale services by a third party carrier in a manner contrary to the rules and regulations  
314 of this Commission and the FCC. SBC Illinois' proposed/ language ("MCIIm may not

315 resell, to other Telecommunications carriers, services purchased under this [Resale]  
316 appendix”) is consistent with the resale provisions of the Act and should be adopted.

317  
318 **ISSUE 4:** Should MCI be permitted to aggregate traffic for multiple end user  
319 customers onto a single service?  
320 (Resale Sections 4.11, 8.1, 8.2.6, 8.2.7)

321  
322 **Q. PLEASE DESCRIBE THIS ISSUE.**

323 A. SBC Illinois and MCI disagree regarding the appropriate terms and conditions applicable  
324 to MCI’s purchase of services for resale as it relates to aggregating multiple unaffiliated  
325 end users and their traffic. This dispute is reflected by the parties’ competing language in  
326 Section 4.11:<sup>19</sup>

327 SBC Illinois – **Unless permitted by tariff, MCI shall not permit the**  
328 **sharing of a service by multiple end user customer(s) or the**  
329 **aggregation of traffic from multiple end user customers onto a single**  
330 **service.**

331 MCI – *SBC ILLINOIS shall permit MCI to share service by multiple*  
332 *end user customers and to aggregate the traffic of multiple end user*  
333 *customers onto a single service.*

334 The remaining sections encompassed by this dispute are more narrowly focused than the  
335 language in Section 4.11. SBC Illinois proposes the following language in Section 8.1, to  
336 which MCI objects:

337 8.1 **MCI shall only sell Plexar™, Centrex and Centrex-like**  
338 **services to a single end user customer or multiple end user**

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<sup>19</sup> SBC Illinois’ proposed language to which MCI objects is reflected in bold underline font. MCI’s language to which SBC Illinois objects is reflected in bold italics font.

339 customer(s) in accordance with the terms and conditions set  
340 forth in the corresponding SBC ILLINOIS retail tariff(s).<sup>20</sup>

341

342 MCI proposes the following provisions, to which SBC Illinois objects:

343 8.2.6 *MCI may aggregate the PLEXAR families of services, local*  
344 *exchange and IntraLATA traffic usage of MCI end user*  
345 *customers to qualify for volume discounts on the basis of such*  
346 *aggregated usage.*

347

348 8.2.7 *MCI may aggregate multiple MCI end user customers on*  
349 *dedicated access facilities. MCI will pay the rates for DS-1*  
350 *termination set forth herein for such service.*

351 SBC Illinois' proposed language permits MCI to resell SBC Illinois' retail services, but  
352 only under the same terms and conditions as provided in SBC Illinois' tariffs. In  
353 contrast, MCI's language would permit MCI to share service across multiple unaffiliated  
354 end users, in total disregard of how the corresponding retail service is sold by SBC  
355 Illinois to its own end users.

356 **Q. WHY DOES SBC ILLINOIS OPPOSE MCI'S REQUEST TO SHARE A SINGLE**  
357 **SERVICE FOR UNAFFILIATED END USERS?**

358 A. MCI is entitled to resell those telecommunications services SBC Illinois offers at retail,  
359 not something different. Yet MCI's language would permit MCI to combine discrete  
360 retail services, each with their own terms and conditions, into a single service for resale.  
361 For example, under MCI's proposal, MCI could purchase a single Centrex system and  
362 serve numerous unaffiliated end users – both business and residential – at various  
363 locations throughout the state. In this way, MCI would avoid the legitimate resale

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<sup>20</sup> "Plexar" is a centrex-type service offered in SBC's Southwest region. The comparable

364 charges associated with the individual services. The foregoing is merely one example of  
365 the numerous product variations that MCI could “resell” if its language is accepted, even  
366 though none of those variations is an actual product that SBC Illinois sells at retail. Such  
367 conduct is not resale pursuant to Section 251(c)(4), and it must be rejected.

368

369 **Q. WHAT IS THE PROBLEM WITH UNFETTERED RESALE AGGREGATION?**

370 A. It is axiomatic that the costs used to determine the price of a service are tied at least in  
371 part to the characteristics of the end user at issue. If MCI were permitted to let any and  
372 all end users share *any* service (which its language would allow), MCI could ignore the  
373 cost assumptions for the service at issue and reap a windfall in the process. For example,  
374 SBC Illinois may offer a service that is priced based on the condition that the end user is  
375 within three miles of its central office. That is, the price of the service takes into account  
376 the specific transport costs of no more than three miles. Under MCI’s unqualified  
377 language, however, MCI could aggregate end users that are located 50 miles away.  
378 Clearly, the costs of providing the service to end users that are 50 miles away will be  
379 significantly higher. Forcing SBC Illinois to allow this type of aggregation would give  
380 MCI an unfair benefit and could even drive SBC Illinois below its cost floor.

381

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SBC Illinois service is Ameritech Centrex Service (“ACS”).

382 **Q. HOW HAS MCI ADDRESSED THIS ISSUE IN TESTIMONY, AND HOW DO**  
383 **YOU RESPOND?**

384 A. I find Ms. Lichtenberg's testimony extremely confusing. For example, in attempting to  
385 explain the efficiencies MCI should be allowed to garner through unfettered aggregation,  
386 Ms. Lichtenberg states:

387 We can install one dedicated T1 to handle the interLATA traffic of many  
388 end users rather than installing a T1 per end user. We reduce the number  
389 of T1 installs and save costs accordingly.<sup>21</sup>

390 Apparently, Ms. Lichtenberg is representing MCI, the interexchange carrier, since she is  
391 talking about "network design" for "inter LATA traffic." This is not resale. SBC Illinois  
392 should not be obligated to offer its services for resale in a manner not consistent with its  
393 retail service offerings in order to increase the network efficiency of an interexchange  
394 carrier.<sup>22</sup>

395

396 **Q. MS. LICHTENBERG CLAIMS THAT SBC ILLINOIS' PROPOSED**  
397 **RESTRICTION IS UNREASONABLE AND ANTI-COMPETITIVE FROM AN**  
398 **OPERATIONAL STANDPOINT.<sup>23</sup> HOW DO YOU RESPOND?**

399 A. Ms. Lichtenberg is incorrect in her statement that SBC Illinois' restrictions "prevent MCI  
400 from qualifying for volume discounts that SBC Illinois is able to offer its customers."<sup>24</sup>

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<sup>21</sup> Lichtenberg Direct at p. 6.

<sup>22</sup> The issue in this arbitration is about resale, not network trunking efficiencies. However, there is no requirement that each resale Centrex customer be served by its own T1 for interexchange traffic as Ms. Lichtenberg states on page 6. A single T1 can carry the traffic for all MCI's Centrex customers served by a central office, depending on usage.

401 In fact, it is intellectually dishonest to state that SBC Illinois is applying a resale  
402 restriction at all, when in fact all SBC Illinois is doing is attempting to have CLECs resell  
403 services that SBC Illinois sells at retail – and not something different.

404

405 **Q. HAS THE COMMISSION PREVIOUSLY CONSIDERED RESTRICTIONS ON**  
406 **AGGREGATION OF RESALE SERVICES AND USAGE?**

407 A. Yes. The General Terms and Conditions of the SBC Illinois Resale tariff states:

408 Unless otherwise stated, aggregation of services including usage services,  
409 for the purposes of applying volume discounts or participation in service  
410 promotions is permitted for carriers on the same basis it is permitted for  
411 Ameritech Illinois' retail customers. Aggregation of services is limited to  
412 services under an account provided to a particular Carrier customer's  
413 premises.<sup>25</sup>

414 This tariff language was filed with and accepted by the Commission as compliant with  
415 the FCC's *First Report and Order*.<sup>26</sup> The resale tariff clearly provides that aggregation is  
416 permissible only to the extent that it is consistent with the corresponding retail tariff and  
417 prohibits the aggregation of multiple end users onto a single service. The contract  
418 language SBC Illinois proposes in Sections 4.1.1 and 8.1 is consistent with this resale  
419 tariff.

420

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<sup>23</sup> Lichtenberg Direct at p. 5.

<sup>24</sup> Lichtenberg Direct at p. 5.

<sup>25</sup> Tariff No. 20, Part 22, Section 1, Sheet No. 1.1.

<sup>26</sup> Advice No. 5497, November 19, 1996.

421 **Q. IS THE CALIFORNIA ORDER CITED BY MS. LICHTENBERG RELEVANT**  
422 **TO THIS ISSUE?**<sup>27</sup>

423 A. Not directly. All Ms. Lichtenberg does is present a lengthy quotation from a California  
424 Public Utilities Commission (“CA PUC”) order without any real explanation of how the  
425 California reasoning might apply to Illinois or if the fact situations in the two cases are  
426 even comparable.

427

428 While the CA PUC considered resale aggregation for Centrex in its 2000 order,<sup>28</sup> the  
429 conclusion the CA PUC reached was based on a different set of facts and circumstances  
430 than those present in Illinois. This is clear in examining the CA PUC’s order, which  
431 states: “While retail joint user customers have been permitted by the incumbents to  
432 ‘share’ Centrex-type services with unaffiliated end-users in geographically disparate  
433 locations, resellers are not permitted that same opportunity.”<sup>29</sup> It was this circumstance  
434 that led the CA PUC to find the incumbents’ resale restrictions unreasonable.

435 Importantly, that circumstance does not exist here. SBC Illinois has offered MCI the  
436 ability to resell SBC Illinois’ services in exactly the same manner available to SBC  
437 Illinois and to other resellers, which includes, for example, the ability in certain  
438 circumstances to aggregate the usage of unaffiliated end users to qualify for volume

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<sup>27</sup> Lichtenberg Direct at p. 7.

<sup>28</sup> *Order Instituting Rulemaking on the Commission’s Own Motion into Competition for Local Exchange Service; Order Instituting Investigation on the Commission’s Own Motion into Competition for Local Exchange Service*, Decision No. 00-07-019, Rulemaking No. 95-04-043 (filed April 26, 1995), Investigation No. 95-04-044 (filed April 26, 1995), California Public Utilities Commission, July 6, 2000 (“California Order”).

<sup>29</sup> California Order at p. 19.

439 discounts. SBC Illinois is not imposing a new restriction on MCI, as Ms. Lichtenberg  
440 claims.<sup>30</sup> Moreover, MCI's language in Section 4.11 is not limited to Centrex services,  
441 which was the service examined in the portion of the California order on which MCI  
442 relies, but extends to all services MCI purchases for resale, which is a significantly  
443 broader issue. Thus, the CA PUC order provides no meaningful guidance to the  
444 Commission in this case.

445

446 **Q. HAVE PROVISIONS SIMILAR TO WHAT SBC ILLINOIS PROPOSES FOR**  
447 **THIS AGREEMENT BEEN CHALLENGED IN OTHER STATES?**

448 A. Yes. In Michigan Case No. U-12043,<sup>31</sup> Coast to Coast Telecommunications, Inc.  
449 ("Coast") challenged similar provisions to those SBC Illinois proposes here on the  
450 grounds that they were anti-competitive and contrary to the requirements of the  
451 Telecommunications Act of 1996 and the Michigan Telecommunications Act. The  
452 Michigan PSC rejected that challenge:

453 [T]he distinction between affiliated and unaffiliated end users served by a  
454 single Centrex system is not unjust or unreasonable discrimination. ...  
455 Coast in effect asks for a quantity-based discount that Ameritech Michigan  
456 cannot offer to its own retail Centrex customers under its tariffs. As a  
457 result, Coast would be in a position to lower the price it charges its  
458 customers for Centrex loops and undercut the retail rates on offer from  
459 Ameritech Michigan. It does not follow that giving aggregators a price  
460 advantage over Ameritech Michigan's retail service would encourage

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<sup>30</sup> Lichtenberg Direct at p. 7.

<sup>31</sup> Michigan Public Service Commission ("PSC") Opinion and Order dated February 9, 2000, in Case No. U-12043, *In the matter of the complaint of Coast to Coast Telecommunications, Inc., against Ameritech Michigan*.

461 them to compete with Ameritech Michigan on the basis of which provider  
462 is more cost efficient.<sup>32</sup>

463 The Michigan PSC determined that it was not discriminatory for SBC Michigan  
464 to offer resellers the same volume discount terms that it offered its retail end  
465 users. SBC Illinois proposes language that does exactly that for its Agreement  
466 with MCI in Illinois: i.e., offering its services for resale under the same terms and  
467 conditions available to SBC Illinois retail end users (and other resellers). This  
468 proposal is not anti-competitive or unreasonable and, therefore, the Commission  
469 should adopt it.

470

471 **ISSUE 8: Which Party's proposal for the resell of Customer Specific Arrangements**  
472 **(CSA) should apply?**

473 **(Resale Section 5)**

474

475 **Q. WHAT IS THE DISPUTE REGARDING CUSTOMER SPECIFIC PRICING**  
476 **CONTRACT CONVERSIONS?**

477 A. MCI and SBC Illinois disagree as to the appropriate terms and conditions relative to  
478 MCI's assumption of existing SBC Illinois retail contracts. SBC Illinois' proposed  
479 language is more specific and provides appropriate detail regarding MCI's assumption of  
480 existing retail contracts.

481

482 **Q. HOW DOES MCI JUSTIFY ITS PROPOSED LANGUAGE?**

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<sup>32</sup> *Id.* at p. 14-15.

483 A. MCI witness Sherry Lichtenberg simply states that MCI's proposed language is  
484 straightforward and that SBC Illinois seeks to add "unnecessary and ambiguous  
485 language."<sup>33</sup> She provides no explanation of these conclusory statements.

486

487 **Q. WHAT ARE SBC ILLINOIS' OBJECTIONS TO MCI'S PROPOSED**  
488 **LANGUAGE?**

489 A. SBC Illinois has three objections. First, MCI's proposed language in Section 5.1 is  
490 inadequate. SBC Illinois' proposed language in Section 5.1 makes clear that MCI may  
491 not assume retail contracts that expressly prohibit such assumption and that it may not  
492 assume contracts for grandfathered and/or sunsetted services. Second, MCI's language in  
493 Section 5.1.1 leaves open the question of the exact wholesale discount applicable to a  
494 contract assumption. SBC Illinois explicitly states in its proposed language for Section  
495 5.2.1 that the wholesale discount rate for such assumptions will be 3.16%. Finally, while  
496 MCI's proposed language is silent regarding termination liability when MCI terminates  
497 an assumed contract, SBC Illinois proposes specific terms and conditions in Section 5.3,  
498 including termination liability, that apply when MCI elects to prematurely terminate an  
499 SBC Illinois retail contract previously assumed by MCI. Because SBC Illinois' proposed  
500 terms and conditions regarding MCI's assumption of retail contracts are more specific  
501 than MCI's, SBC Illinois' proposals reduce the potential for future disputes. The  
502 Commission should therefore adopt them.

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<sup>33</sup> Lichtenberg Direct at p. 10.

503 **III. CALL RELATED DATABASES (CNAM, LIDB, TOLL FREE CALLING)**

504

**A. CNAM – SBC CNAM ISSUE 1; CNAM Issues 1-7, 10, 11**

505 **Q. PLEASE DESCRIBE CNAM.**

506 A. “CNAM” stands for Calling Name and is used in the provision of Calling Name Delivery  
507 service (also referred to as Caller ID with Name service) to end users. Calling Name  
508 Delivery is an end user service that allows the called party to view the calling party’s  
509 name before answering the call. The calling party’s name is retrieved from a database  
510 containing CNAM information and delivered to the called party on Caller ID customer  
511 premises equipment. CNAM information stored in the database includes the calling  
512 party’s 10-digit telephone number, name as provided by the end user’s local exchange  
513 carrier (“LEC”), and a privacy indicator.<sup>34</sup>

514 **Q. HOW DO CARRIERS, INCLUDING SBC ILLINOIS, ACCESS SBC ILLINOIS’**  
515 **CNAM DATA?**

516 A. Both resellers and carriers using SBC Illinois-provided switching have precisely the same  
517 access as SBC Illinois for access to CNAM information. They obtain this access via the  
518 same switch and signaling network, in the same manner and over the same facilities, as  
519 SBC Illinois.

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<sup>34</sup> While the called party’s telephone number is stored in the CNAM database, it is not provided to the terminating switch in response to a CNAM query. The telephone number displayed for Caller ID subscribers is provided by the Automatic Number Identification (“ANI”) provided by the originating switch. Thus, the telephone number is irrelevant to the provision of calling name services.

520 **Q. DOES MCI AGREE THAT THE TRO LIMITED ITS ACCESS TO SBC**  
521 **ILLINOIS' CNAM DATABASE?**

522 A. Yes. MCI's witness, Michael Lehmkuhl, acknowledges in his testimony ("Lehmkuhl  
523 Direct") that "the FCC concluded that call-related databases are no longer UNEs because  
524 the FCC determined that CLECs could get access to the databases from other sources and  
525 therefore are not impaired."<sup>35</sup> Thus, the parties agree that MCI no longer has access to  
526 call-related databases as a UNE, except to the extent MCI is utilizing SBC Illinois' ULS.

527  
528 **SBC ISSUE 1: Now that USTA II is official, should the Agreement contain a CNAM**  
529 **Appendix at all?**  
530 **(Entire Appendix CNAM)**

531  
532 **Q. WHAT ARE SBC ILLINOIS' OBLIGATIONS REGARDING UNBUNDLED**  
533 **ACCESS TO THE CNAM DATABASE?**

534 A. The FCC specifically addressed unbundled access to call-related databases, including  
535 CNAM, in its *Triennial Review Order* and found that:

536 competitive carriers that deploy their own switches are not  
537 impaired in any market without access to incumbent LEC call-  
538 related databases. ... Moreover, because competitive carriers  
539 access call-related databases through signaling networks, it follows  
540 that since we found that competitive carriers have alternative  
541 providers available and are not impaired without access to

---

<sup>35</sup> Lehmkuhl Direct at p. 4. (Footnote omitted)

542 unbundled signaling, competitive carriers are also not impaired  
543 without access to call-related databases.<sup>36</sup>

544 Since the issuance of the TRO, the *USTA II* decision vacated the FCC's decision to order  
545 unbundling of mass market switches and affirmed the FCC's decision to no longer  
546 unbundle enterprise switching.<sup>37</sup> Thus, switching is no longer unbundled, and incumbent  
547 local exchange carriers ("ILEC") are not obligated to provide switching as a UNE. As  
548 such, because SBC Illinois is no longer required to provide ULS, it is also no longer  
549 required to provide unbundled access to call-related databases (including CNAM) other  
550 than 911.

551

552 For this reason, it is SBC Illinois' baseline position that all of MCI's CNAM, LIDB and  
553 Toll Free Calling Database issues are moot, and the related appendices are not required  
554 for this Agreement. Given that MCI is asking the Commission to rule otherwise, I  
555 address in detail each issue that concerns the terms and conditions under which access to  
556 call-related databases should take place if MCI continues to have access to unbundled  
557 local switching.

558

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<sup>36</sup> *Triennial Review Order* at ¶551.

<sup>37</sup> *USTA II*, 359 F.3d at 565, 586-87.

559 **ISSUE 1:**     **Should SBC Illinois be required to provide bulk access to the CNAM**  
560                   **database in addition to query access?**

561                   **(CNAM Section 3)**

562

563 **Q.     WHAT IS THE DISPUTE WITH MCI RELATIVE TO CNAM BULK**  
564           **DOWNLOAD?**

565 A.     MCI contends that SBC Illinois must provide “download access” to SBC Illinois’ CNAM  
566 information at UNE prices (i.e., provide a complete copy of all Calling Name data  
567 resident in the LIDB). MCI seeks to obtain not just per-query access to CNAM  
568 information at parity with SBC Illinois and other CLECs, but a download of all CNAM  
569 information. Importantly, a download could only be used by MCI’s switch based  
570 operations, and by its long distance affiliates, which have expressly been exempted from  
571 UNE access.<sup>38</sup> Such downloading is not required under the Act or under any FCC orders  
572 implementing the Act. Additionally, such access would be inconsistent with both the  
573 TRO and the *USTA II* decision, which specifically affirmed the FCC’s determination that  
574 “CLECs are not impaired without unbundled access to ILEC databases (other than the  
575 911 database) because of the abundance of alternative providers.”<sup>39</sup>

576

577 **Q.     ASIDE FROM THE FCC’S AND THE COURT’S DIRECTION, IS THERE ANY**  
578           **OTHER REASON THAT MCI SHOULD NOT BE ALLOWED TO ACQUIRE A**

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<sup>38</sup> *Triennial Review Order* at ¶¶558-559.

579           **BULK DOWNLOAD OF ALL THE CNAM INFORMATION IN SBC ILLINOIS’**  
580           **CNAM DATABASE?**

581    A.    Yes. Much of the data in the CNAM database accessed by SBC Illinois does not belong  
582           to SBC Illinois. Other companies have elected to store their data in the same database.  
583           SBC Illinois is not authorized, and should not be required to provide MCI, on a bulk  
584           basis, the data that belongs to these other companies. Data stored in the CNAM database  
585           is proprietary in nature. The Account Owners that have entrusted their proprietary data to  
586           the CNAM database expect SBC Illinois to safeguard that data, and SBC Illinois does so.  
587           If MCI were allowed to obtain the data in bulk, rather than to access the data only for the  
588           limited permissible purposes the FCC has recognized, SBC Illinois’ ability to protect the  
589           data would be severely compromised. Moreover, nothing in MCI’s proposal appears to  
590           prevent it from using the data to sell the data to other entities.

591

592    **Q.    DOES SBC ILLINOIS MAKE ITS CNAM INFORMATION AVAILABLE TO**  
593           **OTHER THIRD PARTIES IN BULK AS MCI STATES IN TESTIMONY?<sup>40</sup>**

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<sup>39</sup>    *USTA II*, 359 F.3d at 587 (affirming the FCC’s determination that “CLECs are not impaired without unbundled access to ILEC databases (other than the 911 database) because of the abundance of alternative providers.”)

<sup>40</sup>    Lehmkuhl Direct at p. 9.

594 A. No. SBC Illinois does not provide its CNAM information in bulk to third parties or to  
595 populate its CNAM database.<sup>41</sup>

596

597 **Q. WHAT IS YOUR CONCLUSION ON THE ISSUE OF BULK DOWNLOADS OF**  
598 **CNAM DATA?**

599 A. MCI has lost this issue repeatedly, for good reason, and it is appropriate for this  
600 Commission to reject MCI's position as well. It is clear that the bulk download  
601 demanded by MCI is not consistent with the FCC's declarations in the *First Report and*  
602 *Order*, the *UNE Remand Order*, the *Verizon Arbitration Order* and the *Triennial Review*  
603 *Order*, nor is it consistent with *USTA II*. SBC Illinois, therefore, should not be required  
604 to provide bulk downloads. The Commission should follow the FCC and the great  
605 majority of the states, which have rejected the demand for a bulk download of CNAM  
606 information.

607

608 **Q. WHAT IS THE BASIS FOR SBC ILLINOIS' POSITION THAT IT IS**  
609 **OBLIGATED TO PROVIDE ONLY QUERY ACCESS TO ITS CALL-RELATED**  
610 **DATABASES?**

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<sup>41</sup> SBC Illinois does administer its data on its call-related databases. This includes the CNAM database and LIDB because CNAM information is a defined element for both databases. SBC Illinois has a continuing obligation to provide per-query access to these databases under Section 271 of the Act. That one of the databases (i.e., LIDB) is now provided by an agent does not convert SBC Illinois' data administration efforts into a download.

611 A. Every single order the FCC has released on this issue has denied MCI's request. This  
612 includes the *First Report and Order*, the *UNE Remand Order*, the *Triennial Review*  
613 *Order* and the only arbitration case in which the FCC directly participated (*Verizon*  
614 *Arbitration Order*).

615  
616 In the *Triennial Review Order*, the FCC's most recent consideration of this issue, the  
617 FCC directly addressed MCI's request for a "bulk transfer" or download of CNAM  
618 information. "We reject competitive LECs' assertions that we should require in this  
619 proceeding unbundled access to the incumbent LEC databases for bulk transfer of  
620 information for competitive carriers to maintain their own call-related databases."<sup>42</sup> In  
621 the *First Report and Order*, the FCC required access only on a per-query basis and  
622 "conclude[d] that incumbent LECs, upon request, must provide nondiscriminatory access  
623 on an unbundled basis to their call-related databases for the purpose of switch query and  
624 database response through the SS7 network."<sup>43</sup> Additionally, the FCC "emphasiz[ed]  
625 that access to call-related databases must be provided through interconnection at the STP  
626 and that we do not require direct access to call-related database."<sup>44</sup> In the *UNE Remand*  
627 *Order*, the FCC provided further clarification by requiring "incumbent LECs to provide

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<sup>42</sup> *Triennial Review Order* at ¶558. The FCC did leave open the possibility that this issue could be considered under the dialing parity standard of Section 251(b)(3), but only if there is some change that eliminates the competitive providers of CNAM: "To the extent that competition may lead to inability to obtain complete CNAM databases that could impede the continued availability of nondiscriminatory dialing parity for all providers of local exchange services, that is an issue that ultimately will impact incumbent LECs as significantly as competitive LECs and therefore is more appropriate for treatment under the requirements of section 251(b)(3) than in this docket." As of October, 2003 the FCC found that there were many alternate providers of CNAM services, and there have been no changes since then that would bring this dialing parity theory into play.

<sup>43</sup> *First Report and Order* at ¶484.

628 non discriminatory access to their call-related databases ... by means of physical access  
629 at the signaling transfer point linked to the unbundled databases.”<sup>45</sup> Access at the  
630 signaling transfer point (“STP”) is per query access. In fact, there is no way that a  
631 CNAM database could be downloaded through the STP at all.

632  
633 In the only arbitration proceeding in which an FCC bureau has participated directly and  
634 thus had an opportunity to interpret the FCC’s own rules, the Wireline Competition  
635 Bureau (“WCB”) addressed this issue of downloads. In its Memorandum Opinion and  
636 Order,<sup>46</sup> the WCB concluded:

637 We agree with Verizon that the Act and the Commission’s rules do  
638 not entitle WorldCom to download a copy of Verizon’s CNAM  
639 database or otherwise obtain a copy of that database from Verizon.  
640 We therefore reject WorldCom’s language that would create such  
641 an entitlement. We conclude that the language of Commission rule  
642 51.319(e)(2)(i) and the underlying Commission precedent mandate  
643 this result. Rule 51.319(e)(2)(i) provides, in pertinent part, that  
644 “[f]or purposes of switch query and database response through a  
645 signaling network, an incumbent LEC shall provide access to its  
646 call-related databases, including ... the Calling Name Database ...  
647 by means of physical access at the signaling transfer point linked  
648 to the unbundled database[.]” We find Verizon’s proposal to be  
649 consistent with rule 51.319(e)(2)(i), and note that WorldCom  
650 makes no claim that Verizon’s proposal fails to comply with this  
651 rule.

652 We also reject WorldCom’s argument that Commission rule  
653 51.319(e)(2)(i) requires that Verizon provide access to its CNAM

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<sup>44</sup> *Id.* at ¶485.

<sup>45</sup> *UNE Remand Order* at ¶410.

<sup>46</sup> *In the Matter of Petition of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc., and for Expedited Arbitration, DA 02-1731* ¶79 (rel. July 17, 2002) (“*Verizon Arbitration Order*”) at ¶¶ 524-527 (Notes omitted.)

654 database beyond that provided for in rule 51.319(e)(2)(i). Rule  
655 51.319(e)(2)(i) provides, in pertinent part, that “[a]n incumbent  
656 LEC shall provide nondiscriminatory access . . . to . . . call-related  
657 databases.” Rules 51.319(e) and 51.319(e)(2)(i) are based on rules  
658 adopted in the *Local Competition First Report and Order*: both  
659 sets of rules require that an incumbent provide nondiscriminatory  
660 access to call-related databases and contain the language quoted  
661 above from rule 51.319(e)(2)(i). In adopting the original rules, the  
662 Commission stated that “[q]uery and response access to a call-  
663 related database,” as provided for in rule 51.319(e)(2)(i), was  
664 “intended to require the incumbent LEC only to provide access to  
665 its call-related databases as is necessary to permit a competing  
666 provider’s switch (including the use of unbundled switching) to  
667 access the call-related database functions supported by that  
668 database.” This administrative history makes clear that the  
669 Commission did not intend, in the *Local Competition First Report*  
670 *and Order*, to enable competitive LECs to download or otherwise  
671 copy an incumbent’s CNAM database.

672 Subsequently, in the UNE Remand Order, the Commission  
673 readopted rules 51.319 and 51.319(e)(2)(i), with an amendment to  
674 make clear that CNAM databases should be classified as call-  
675 related databases for purposes of these rules. In readopting these  
676 rules, the Commission did not suggest in any way that it was  
677 requiring that competitive LECs be allowed to download or  
678 otherwise copy an incumbent’s CNAM database. We therefore  
679 find that rule 51.319(e)(2)(i) defines the terms of the  
680 nondiscriminatory access that competitive LECs are entitled to  
681 under rule 51.319(e). Since WorldCom is seeking access to  
682 Verizon’s CNAM database beyond that provided for in rule  
683 51.319(e)(2)(i), we find its argument inconsistent with the  
684 Commission’s rules.

685 We reject, in addition, WorldCom’s argument that the Act entitles  
686 it to receive “bulk” access to Verizon’s CNAM database. The  
687 Commission classified CNAM databases as a network element  
688 pursuant to its authority under section 251(c)(3) of the Act. That  
689 provision does not mandate that an incumbent provide copies of its  
690 CNAM database to requesting carriers. Nor has the Commission  
691 required such action. We therefore conclude that neither the Act  
692 nor the Commission’s rules supports WorldCom’s request for  
693 “batch” access to Verizon’s CNAM database.

694 In over seven years of FCC authority on this issue, the FCC has unwaveringly held that  
695 bulk transfers or downloads are not required by the Act. Therefore, MCI's position  
696 should be rejected by this Commission.

697

698 **Q. HOW HAVE OTHER STATE COMMISSIONS DECIDED THE QUESTION OF**  
699 **WHETHER AN ILEC MUST PROVIDE BULK ACCESS TO CNAM?**

700 A. The majority of state commissions that have addressed the question have adhered to the  
701 FCC's rules and rejected MCI's requests for batch downloading of ILEC CNAM  
702 databases. In California, Connecticut, Missouri, Ohio and Texas, the commissions  
703 rejected MCI's position.<sup>47</sup> In addition, state commissions in at least nine states outside  
704 SBC's region – Colorado, Idaho, Montana, Iowa, New Mexico, North Dakota, Nebraska,  
705 Wyoming and Oregon – have refused to allow bulk downloading of CNAM.

706 **Q. HOW DOES MCI ATTEMPT TO GET AROUND THIS CLEAR PRECEDENT?**

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<sup>47</sup> CA – Docket No. 01-01-010, *Application by Pacific Bell Telephone Company (U 1001 C) for Arbitration of an Interconnection Agreement with MCImetro Access Transmission Services, L.L.C. (U 5253 C) Pursuant to Section 252(b) of the Telecommunications Act of 1996*, CA PUC Decision dated September 20, 2001; CT – Docket No. 00-04-35, *Application of MCI WorldCom Communications, Inc., MCImetro Access Transmission Services, Inc. and Brooks Fiber Communications of Connecticut, Inc. for Mediation*, CT PUC Decision dated November 21, 2001; MO – Case No. TO-2002-222, *In the Matter of the Petition of MCImetro Access Transmission Services, LLC, Brooks Fiber Communications of Missouri, Inc. and MCI WorldCom Communications Inc. for Arbitration of an Interconnection Agreement with Southwestern Bell Telephone Company Under the Telecommunications Act of 1996*, MO PUC decision dated February 28, 2002; OH – Docket No. 01-1319-TP-ARB, *In the Matter of the Petition of MCImetro Access Transmission Services, LLC for Arbitration Pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish an Interconnection Agreement with Ameritech Ohio*, OH PUC Decision dated November 7, 2002; TX – MCImetro Arbitration, Arbitration Award dated October 4, 2002, TX PUC Decision dated December 19, 2002.

707 A. By changing theories. Having repeatedly failed in its attempt to get the FCC to require  
708 bulk downloads of CNAM as a UNE, MCI proposes a new theory, i.e., that bulk  
709 downloads are required as a matter of “dialing parity” under Section 251(b)(3). As an  
710 initial matter, there are at least two reasons MCI’s new theory is wrong under the  
711 provisions it cites. First, there is no basis for MCI’s theory under the plain terms of  
712 Section 251(b)(3). That provision applies only to the “nondiscriminatory access to  
713 telephone numbers, operator services, directory assistance, and directory listing, with no  
714 unreasonable dialing delay.” Nowhere in that list of items do the words “calling name  
715 database” appear. MCI tries to paper over this omission by asserting that, because  
716 CNAM has something to do with dialing, it falls within Section 251(b)(3).<sup>48</sup> This is  
717 simply wrong. As SBC Illinois witness Jason Constable explains, CNAM is not part of  
718 the dialing process. Even if it were, that cannot overcome the fact that it is not one of the  
719 enumerated items in Section 251(b)(3).

720  
721 Second, the FCC has not endorsed the “dialing parity” theory, as MCI asserts. To the  
722 contrary, it said only that *if* alternate sources of CNAM go away and *if* that leads to the  
723 “inability to obtain complete CNAM databases,” then an issue *may* arise under  
724 251(b)(3).<sup>49</sup> Neither of those conditions apply today. In fact, in the TRO the FCC found  
725 that there were many alternate sources for CNAM, so the theory MCI espouses has no  
726 basis.

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<sup>48</sup> Lehmkuhl Direct at p. 5.

<sup>49</sup> *Triennial Review Order* at ¶558.

727 **Q. PUTTING ASIDE THE LACK OF STATUTORY AUTHORITY FOR MCI'S**  
728 **THEORY, ARE THERE POLICY AND FACTUAL REASONS WHY MCI'S**  
729 **APPROACH IS WRONG?**

730 A. There are at least three such reasons. First, MCI's premise that CNAM is comparable to  
731 Directory Assistance Listings ("DAL") is just wrong. The CNAM database has many  
732 unique aspects that are not comparable to DAL information, so the FCC's decisions on  
733 DAL downloads are irrelevant to CNAM.

734  
735 Second, there simply is no dialing imparity as it relates to CNAM data. The fact that  
736 CNAM bulk downloads are not required as a UNE means that they could not be required  
737 as a matter of dialing parity. The FCC found that bulk downloads are not UNEs because  
738 alternative providers can create their own CNAM databases and that many have done  
739 so.<sup>50</sup> These same facts would establish that there could be no lack of "dialing parity"  
740 (assuming that standard were to apply, which it does not) because access to CNAM  
741 information is commercially available from several providers, each of which has been  
742 able to create its own CNAM database. Accordingly, MCI could either create its own  
743 CNAM database (which the FCC says it has already done)<sup>51</sup> or it could obtain CNAM  
744 from someone other than the ILEC.

745

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<sup>50</sup> *Triennial Review Order* at ¶554.

<sup>51</sup> *Id.*

746 Third, the dialing parity provisions of Section 251(b)(3) are not limited to SBC Illinois as  
747 an ILEC. These provisions apply equally to all LECs, including carriers not participating  
748 in this arbitration, such as Verizon. Thus, any decision by this Commission would  
749 necessarily affect carriers not participating in this proceeding and consequently, even if  
750 MCI's allegations surrounding dialing parity had any merit (which they do not), they  
751 should be addressed in a separate proceeding where all affected parties would have the  
752 opportunity to comment. By way of comparison, the DAL download issues were  
753 addressed in a national industry forum where all affected parties were able to describe  
754 their unique issues and represent their own interests.

755 I address these three points in more detail below.

756 **1. THE FCC'S DECISION ON DAL DOWNLOADS IS IRRELEVANT TO**  
757 **CNAM.**

758 **Q. MR. LEHMKUHL STATES ON PAGE 8 THAT "CALL-RELATED DATABASES**  
759 **ARE VERY SIMILAR IN NATURE TO DALI." DO YOU AGREE?**

760 A. No. The FCC has defined call-related databases as "those SS7 databases used for billing  
761 and collection or used in the transmission, routing, or other provision of a  
762 telecommunications service."<sup>52</sup> SBC Illinois' call-related databases, i.e., CNAM, LIDB,  
763 and Toll Free Calling, do not contain information for all end users in SBC Illinois  
764 operating territory. Other LECs make the determination as to where their end users' data  
765 resides, and it does not need to be with SBC Illinois.

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<sup>52</sup> *First Report and Order* at n. 1126.

766

767 DAL is a download of listing information stored in the Directory Assistance (“DA”)  
768 database. DAL information is not included in the definition of call related databases for  
769 good reason. It does not use SS7, is not used for billing and collection, and is not used in  
770 the transmission, routing or provision of a telecommunications service. MCI attempts to  
771 make a correlation between these two products to justify its desire for a download of  
772 CNAM.<sup>53</sup> This attempted analogy fails.

773

774 **Q. MR. LEHMKUHL SUGGESTS, BEGINNING ON PAGE 6 OF HIS TESTIMONY,**  
775 **THAT BECAUSE THE FCC REQUIRED DOWNLOADS OF DAL**  
776 **INFORMATION UNDER SECTION 251(B)(3), DOWNLOADS ARE ALSO**  
777 **REQUIRED FOR CNAM. DO YOU AGREE?**

778 A. No, I do not. The FCC’s DAL order is limited to directory listing information and  
779 nowhere discusses any obligation to download CNAM data. Mr. Lehmkuhl never  
780 explains why the requirement to provide DAL downloads has anything to do with CNAM  
781 downloads. He never claims that the two offerings are sufficiently close to bring the  
782 CNAM database within the scope of the DAL Order, nor could he. The FCC has  
783 consistently treated the CNAM database as a call-related database and has set forth

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<sup>53</sup> Presumably, MCI wants a download of DAL and CNAM so that it can more effectively resell listing information of SBC Illinois subscribers to unaffiliated parties for reasons outside the scope of local competition. This is the only thing that these services have in common.

784 related unbundling rules.<sup>54</sup> In contrast, the FCC never considered the DA database  
785 (which stores DAL information) to be a call-related database at all. Mr. Constable  
786 explains all of the technical and operational differences between DAL and CNAM and  
787 makes it clear that the easy analogy that MCI attempts to make is wholly insufficient.

788

789 **2. THERE IS NO “DIALING IMPARITY” AS IT RELATES TO CNAM DATA.**

790 **Q. MR. LEHMKUHL SUGGESTS ON PAGE 5 OF HIS TESTIMONY THAT**  
791 **BECAUSE SBC ILLINOIS HAS THE MAJORITY OF ILLINOIS SUBSCRIBERS,**  
792 **SBC ILLINOIS IS THE ONLY SOURCE FOR ILLINOIS END USER CNAM**  
793 **DATA. HOW DO YOU RESPOND?**

794 **A.** While SBC Illinois may currently provide local exchange service to a majority of the  
795 Illinois subscribers within its operating territory, it is only one of a number of sources for  
796 end user data. For example, TARGUSinfo and LSSi are two companies that provide  
797 national end user CNAM data. TARGUSinfo offers carriers its “CallerName Express”  
798 service.<sup>55</sup> On its website, TARGUSinfo states that “through various telecommunications  
799 partnerships, we have developed the largest single-source, nationwide caller name  
800 network with telco-verified data,” TARGUSinfo also emphasizes that it provides the  
801 most current data: “In addition to nightly batch updates, online updates are processed  
802 hourly throughout the day.” LSSi offers “WhoDA” CNAM service which “brings all the

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<sup>54</sup> *First Report and Order* at ¶484, n. 1124; *UNE Remand Order* at ¶¶402, 411; and *Triennial Review Order* at ¶551.

803 benefits of a national database to Calling Name services. WhoDA uses the LSSi  
804 Database, which is updated daily with service-order-level data from the Incumbent Local  
805 Exchange Companies. This data is converted into the format necessary to be used as the  
806 CNAM portion of the LIDB.”<sup>56</sup> LSSi also promotes the creative calling name services  
807 carriers can provide that are unavailable from telephone companies. “WhoDA opens up a  
808 wide range of intriguing service options. For example, some of your customers might  
809 want a vanity Calling Name display, just like they pay for vanity license plates today.  
810 Instead of ‘John Doe’ the display could read ‘Johnny D’. Or it could come up with *the*  
811 *caller's screen name*. Just consider the marketing possibilities!”

812  
813 Mr Lehmkuhl’s testimony that “no other sources for CNAM and LIDB information exist  
814 for SBC Illinois subscribers, except from SBC Illinois (or from any entity SBC Illinois  
815 chooses to give the information),”<sup>57</sup> and that “SBC Illinois has monopoly control on these  
816 databases”<sup>58</sup> is simply wrong. MCI can obtain CNAM information directly from another  
817 database provider such as TARGUSinfo or LSSi. In the alternative, to support its own  
818 CNAM database MCI can obtain CNAM information in exactly the same way that  
819 TARGUSinfo and LSSi do, from DAL information (which includes listed name and  
820 telephone number). MCI already receives downloads of DAL information, which it can

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<sup>55</sup> <http://www.targusinfo.com/solutions/services/callername/> A copy of this webpage is provided as Schedule PHP-3.

<sup>56</sup> <http://www.lssi.net/> A copy of this webpage is provided as Schedule PHP-4.

<sup>57</sup> Lehmkuhl Direct at p. 25. SBC Illinois does not “choose” to give DAL information to TARGUSinfo and LSSi for them to offer CNAM services. TARGUSinfo and LSSi simply asked for DAL downloads and use that data to provide CNAM services. Mr. Lehmkuhl’s implication that SBC Illinois is in control of to whom DAL is provided is unfounded.

<sup>58</sup> *Id.*

821 convert into the format recognizable for CNAM queries. In this manner MCI could offer  
822 nationwide CNAM services to its own affiliates and/or in competition with other CNAM  
823 database providers such as TARGUSinfo and LSSi. MCI does not need to acquire SBC  
824 Illinois' CNAM data through a CNAM download to have a comprehensive CNAM  
825 database of its own. Moreover, if SBC Illinois' CNAM database was a monopoly  
826 bottleneck service, the FCC would not have removed it from the list of network elements  
827 SBC Illinois must unbundle.<sup>59</sup> Clearly, SBC Illinois' CNAM is not a "monopoly  
828 bottleneck service" as Mr. Lehmkuhl claims.<sup>60</sup>

829

830 **Q. WHAT ABOUT THE NON-DISCRIMINATORY PROVISIONS OF SECTION**  
831 **251(b)(3)?**

832 A. While I do not agree with Mr. Lehmkuhl that call-related databases are subject to Section  
833 251(b)(3), I leave that to the attorneys to address in briefs. For purposes of this testimony  
834 only, I will address call-related databases as if they are subject to Section 251(b)(3).

835

836 **Q. DOES MCI OFFER SBC ILLINOIS ACCESS TO ITS CALL-RELATED**  
837 **DATABASES AT COST-BASED RATES?**

838 A. Of course not. MCI would likely argue that it has no unbundling obligations under  
839 Section 251(c)(3) and is therefore not subject to the related pricing standard in Section

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<sup>59</sup> *Triennial Review Order* at ¶551.

<sup>60</sup> Lehmkuhl Direct at p. 26-27.

840 252(d)(1). MCI's database provider currently charges SBC Illinois market-based prices.

841 <sup>61</sup>

842

843 **Q. DOES MCI MAKE ITS CNAM DATA AVAILABLE TO SBC ILLINOIS ON A**  
844 **BULK BASIS?**

845 A. No, it does not. MCI's CNAM data is only made available on a per-query basis.

846

847 **Q. BRIEFLY, HOW DOES MCI EXPLAIN THE NON-DISCRIMINATORY**  
848 **ACCESS PROVISIONS OF SECTION 251(b)(3)?**

849 A. Mr. Lehmkuhl states that "a LEC must provide requesting LECs with the same access to  
850 the information that the providing LEC enjoys" ... and that "carriers must have access to  
851 the same information, in the same manner, as other LECs."<sup>62</sup>

852

853 **Q. HOW DO SBC ILLINOIS AND MCI ACCESS EACH OTHER'S CNAM**  
854 **INFORMATION?**

855 A. Mr. Constable discusses in his rebuttal testimony how MCI's network and SBC Illinois'  
856 network interact in order to exchange CNAM information for the parties' respective end  
857 users. In simple terms, MCI can access the data within SBC Illinois' CNAM database for

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<sup>61</sup> It is my understanding that SBC Illinois does not access MCI's CNAM database directly. Instead, SBC Illinois accesses MCI's LIDB provider, VeriSign, a/k/a Illuminet, on a query basis to obtain MCI's CNAM data.

<sup>62</sup> Lehmkuhl Direct at p. 6.

858 SBC Illinois end user information, and SBC Illinois can access MCI's data, either within  
859 MCI's CNAM database or through its vendor.<sup>63</sup>

860

861 **Q. COULD EACH OF THE CRITICISMS MCI MAKES ABOUT SBC ILLINOIS**  
862 **ALSO BE MADE ABOUT MCI ITSELF?**

863 A. Yes. For example, MCI complains that SBC Illinois is able to query its own CNAM  
864 database – yet MCI is able to query its own CNAM database in the same way that SBC  
865 Illinois queries its own database. SBC Illinois is not able to query MCI's database in the  
866 same fashion that MCI does at a cost-based rate – since MCI only offers SBC Illinois a  
867 market-based rate as indicated above. Importantly, Mr. Lehmkuhl claims that it is less  
868 expensive for MCI to query its own database than to query SBC Illinois' database<sup>64</sup> and  
869 uses that as justification for requiring CNAM downloads from SBC Illinois at a TELRIC  
870 rate.<sup>65</sup> Apparently, under MCI's view of non-discriminatory access, SBC Illinois must  
871 offer access to its call-related databases, including bulk downloads of CNAM data, at  
872 TELRIC prices, while MCI is free to charge whatever market-based prices it chooses for  
873 query-only access.

---

<sup>63</sup> For purposes of this discussion on non-discriminatory access, I am setting aside other methods of acquiring CNAM information as discussed above, e.g., TARGUSinfo, LSSi.

<sup>64</sup> Lehmkuhl Direct at p. 15-16.

<sup>65</sup> Curiously, on page 15 of his testimony Mr. Lehmkuhl bemoans the expense of per-query access to SBC Illinois' CNAM database in absence of bulk downloads, while stating on page 3 that "MCI does not presently access SBC Illinois' CNAM database." MCI can't have it both ways. MCI's complaint about SBC Illinois' per-query charges is designed to persuade the Commission that SBC Illinois is discriminating against MCI unless SBC Illinois provides a CNAM download. (There is no CNAM query charge when MCI uses SBC Illinois' ULS.) This is a red herring that should be ignored, since MCI does not even use SBC Illinois' CNAM service.

874 **Q. IN WHAT OTHER WAYS CAN MCI'S CRITICISMS OF SBC ILLINOIS BE**  
875 **MADE OF MCI'S OWN OPERATIONS?**

876 A. Virtually every criticism that Mr. Lehmkuhl levels against SBC Illinois can be turned  
877 around and applied to MCI. This is not to say that either party is doing anything wrong.  
878 To the contrary, the point is that both MCI and SBC Illinois are operating properly in  
879 regards to CNAM, and that MCI's claim that SBC Illinois is somehow engaging in an  
880 unreasonable practice by not providing bulk downloads is unjustified. The following are  
881 several examples from Mr. Lehmkuhl's testimony, with the reciprocal situation to  
882 demonstrate this point:

- 883 • At pages 4-5, Mr. Lehmkuhl acknowledges that other third party 'hubbers,' like  
884 Verisign or SNET DG, can provide CNAM data for SBC Illinois end users. He  
885 complains that they ultimately get their data for SBC Illinois end users from SBC  
886 Illinois and that "There are really no other sources for this data; all roads lead  
887 back to SBC Illinois." The same is true for MCI's subscribers – MCI is the  
888 ultimate source for its end users' information, regardless of the storing company,  
889 and all roads to MCI data are controlled by MCI.
- 890 • At page 5, Mr. Lehmkuhl states that "Access to SBC Illinois' call-related  
891 databases is necessary for MCI to competitively provide the same type of services  
892 SBC Illinois provides to its own customers. Moreover, in the case of LIDB, that  
893 database is necessary to facilitate call completion between an MCI subscriber and  
894 an SBC Illinois subscriber." But the same is true for SBC Illinois' access to  
895 MCI's data. SBC Illinois must access MCI's LIDB to facilitate call completion  
896 between an SBC Illinois end user and an MCI end user.
- 897 • At pages 11-12, Mr. Lehmkuhl complains that "SBC Illinois owns the physical  
898 database and thus has the ability to access, manipulate, or use the database any  
899 way it likes." He also asserts that "limiting MCI to a query-only access simply  
900 restricts MCI from implementing its own innovations." Again, the same can be  
901 said of MCI. MCI has its own database and has the ability to "access, manipulate,  
902 or use the database any way it likes." MCI can also use its database to  
903 "implement its own innovations."
- 904 • At page 15, Mr. Lehmkuhl argues that "Only download access is  
905 nondiscriminatory access." If this is true (which I do not concede), and the  
906 Commission requires SBC Illinois to provide a CNAM download, then MCI must

907 also be required to provide a CNAM download to SBC Illinois. Otherwise, the  
908 query-only access MCI provides to SBC Illinois would be “discriminatory.”

909 • At page 15, Mr. Lehmkuhl states that “[F]rom a practical standpoint, requiring  
910 MCI to dip SBC Illinois’ database or access the database on a ‘per query’ basis  
911 forces MCI to pay for two sets of facilities to get to the same piece of  
912 information.” SBC Illinois is required to query MCI’s database and has similar  
913 facility requirements, as do all others in the industry, regardless of storing  
914 company.

915 • At page 16, Mr. Lehmkuhl complains that “When an SBC Illinois caller makes  
916 multiple calls to an MCI customer with caller-ID, MCI must query SBC Illinois’  
917 database for the same caller-ID information each and every time that call is  
918 terminated. In doing so, MCI must pay for that query each and every time that  
919 call is terminated.”<sup>66</sup> Likewise, when an MCI caller makes multiple calls to an  
920 SBC Illinois customer with caller-ID, so too must SBC Illinois query MCI’s  
921 database multiple times for the same information and pay for each query.

922 • At page 18, Mr. Lehmkuhl contends that “[T]he per-query form of access is  
923 discriminatory, degrades service quality and foists additional costs on CLECs.”  
924 Since MCI only offers SBC Illinois query access, then MCI’s form of access must  
925 also suffer from the same “defects.”

926 **3. THE DIALING PARITY PROVISIONS OF SECTION 251(B)(3) ARE NOT**  
927 **LIMITED TO SBC ILLINOIS AS AN ILEC, BUT APPLY TO ALL LECS,**  
928 **INCLUDING CARRIERS NOT PARTICIPATING IN THIS ARBITRATION.**

929 **Q. SINCE THE DIALING PARITY REQUIREMENT EXTENDS TO ALL LECS,**  
930 **WHAT EFFECT DOES THAT HAVE ON THIS ARBITRATION?**

931 A. If CNAM downloads are required under Section 251(b)(3) (which they are not) then  
932 CNAM downloads must be provided by all carriers with CNAM data, including MCI.

---

<sup>66</sup> As noted above and stated by MCI’s own witness, MCI does not query SBC Illinois’ CNAM database. Therefore, any argument that SBC Illinois is discriminating by only offering query access is a red herring. MCI is not doing and does not need to do what it claims here that it must. Thus, there can be no discrimination.

933 Numerous LECs that are not parties to this proceeding would also be obligated to make  
934 their CNAM data available on a bulk download basis to any competing providers.

935  
936 Because the Commission is not being called upon in this arbitration to address this issue  
937 on an industry-wide basis, it cannot develop a full evidentiary record that recognizes the  
938 positions of all affected carriers. Nor could it. Since database providers offer services to  
939 numerous LECs across the country, irrespective of geography, the consideration of  
940 dialing parity as it relates to call-related databases is a national issue that is best  
941 addressed in a national forum.

942

943 **Q. ARE YOU STATING THAT MCI ITSELF WOULD ALSO BE SUBJECT TO**  
944 **PROVIDING CNAM DOWNLOADS?**

945 A. Yes. That is exactly what I am stating. MCI has its own CNAM database, separate and  
946 distinct from SBC Illinois, in which it stores CNAM data for its own end users. The non-  
947 discriminatory provisions of Section 251(b)(3) apply equally to all LECs. Thus, if SBC  
948 Illinois is required to provide CNAM downloads to MCI under the provisions of Section  
949 251(b)(3), then MCI itself would be obligated to provide SBC Illinois with a download of  
950 its own CNAM database on a non-discriminatory basis as well.

951

952 **Q WHAT DO YOU RECOMMEND THE COMMISSION DO ON CNAM ISSUE 1?**

953 A. For all of the reasons discussed above, I recommend that the Commission reject MCI's  
954 proposed language for Section 3 of the CNAM Appendix and instead adopt the language  
955 proposed by SBC Illinois.

956

957 **ISSUE 3: If bulk downloads are required, should processes be delineated in the**  
958 **Interconnection Agreement?**

959 (CNAM Section 4.8, 4.10, 4.11, 5.2, 6.2)

960

961 **Q. PLEASE DESCRIBE THIS ISSUE?**

962 A. CNAM Issue 3 addresses specific terms and conditions relative to bulk downloads of  
963 CNAM data. Since no processes or procedures currently exist regarding bulk downloads  
964 in Illinois, MCI's proposed language in CNAM Sections 4.8, 4.10, 4.11, 5.2 and 6.2 is  
965 premature. Of course, SBC Illinois does not agree that it is required to provide bulk  
966 downloads to MCI. Rather than reiterating SBC Illinois' position as to why bulk  
967 downloads are not required, I direct the Commission to my testimony for CNAM Issue 1.

968

969 **ISSUE 2: Should SBC Illinois be required to provide MCI with access to CNAM as**  
970 **an unbundled network element, other than as part of unbundled local**  
971 **switching?**

972 (CNAM Sections 3, 4.1, 4.3.1, 4.12)

973

974 **Q. WHAT IS THE DISPUTE WITH MCI IN CNAM ISSUE 2?**

975 A. SBC Illinois objects to MCI's proposal in Section 3.1 that would obligate SBC Illinois to  
976 provide access to CNAM as a UNE when MCI uses its own switch, in spite of the clear  
977 direction of the FCC in the *Triennial Review Order* to remove call-related databases from  
978 the list of unbundled elements under these circumstances.<sup>67</sup>

979 We find that competitive carriers that deploy their own switches  
980 are not impaired in any market without access to incumbent LEC  
981 call-related databases, with the exception of the 911 and E911  
982 databases. ... For carriers that deploy their own switches, there is  
983 evidence in the record that, along with signaling, there are a  
984 substantial number of competitive suppliers of call-related  
985 databases that competitive LECs can reliably utilize as an  
986 alternative to the incumbent LEC's services.<sup>68</sup>

987  
988 Given the FCC's conclusion that MCI has numerous alternatives, it is unreasonable for  
989 MCI to expect to continue to gain access to SBC Illinois' CNAM database as though it  
990 were still a UNE. SBC Illinois' proposed language is consistent with the *Triennial*  
991 *Review Order* and should be adopted.

992

993 **Q. DOES MCI ACKNOWLEDGE THAT THE ANSWER TO THE QUESTION**  
994 **POSED IN THIS ISSUE IS "NO"?**

995 A. Yes, it does. In response to the question posed in MCI's testimony, "Are the CNAM and  
996 LIDB call-related databases considered UNEs?" Mr. Lehmkuhl responds, "Only if they  
997 are part of switching provided as a UNE by the ILEC."<sup>69</sup> MCI has asked and answered  
998 the question at hand. In spite of the plain answer MCI itself provides, MCI claims that

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<sup>67</sup> *Triennial Review Order* at ¶551.

<sup>68</sup> *Triennial Review Order* at ¶551.

999 “the UNE issue is irrelevant since SBC Illinois continues to be obligated to provide  
1000 nondiscriminatory access to call-related databases.”<sup>70</sup> In essence, when MCI does not  
1001 like the FCC’s unbundling rules, it claims that they are “irrelevant.” In accordance with  
1002 that position, MCI is asking the Commission to adopt language in Section 3.1 that states:

*CNAM must be provided as an unbundled Network Element (“UNE”).  
SBC Illinois shall provide nondiscriminatory access to the CNAM  
database.*

1006 It is impossible to reconcile this language with the plain meaning of the TRO that CNAM  
1007 need not be provided as a UNE when MCI is utilizing its own switch.

1008

1009 **Q. WHAT ABOUT LANGUAGE TO COVER THE SITUATION WHERE MCI IS**  
1010 **USING UNBUNDLED LOCAL SWITCHING FROM SBC ILLINOIS?**

1011 A. That situation is already addressed in Section 4.1, so there is no need to address it again  
1012 in Section 3.1. Section 4.1 already provides that SBC Illinois will provide per query  
1013 access to its CNAM database in connection with the use of any ULS offered under the  
1014 Agreement. Of course, SBC Illinois believes that it is not required to provide access to  
1015 its unbundled local switching, but that issue is being addressed elsewhere in this  
1016 arbitration.

1017

1018 **Q. WHAT IS YOUR POSITION REGARDING THE REMAINING SECTIONS IN**  
1019 **DISPUTE IN CNAM ISSUE 2?**

---

<sup>69</sup> Lehmkuhl Direct at p. 4.

1020 A. MCI's proposed contract language in Sections 3.1.1 and 3.1.2 that it is entitled to CNAM  
1021 downloads at a cost-based rate is addressed in my testimony regarding CNAM Issue 1.  
1022 Rather than reiterating SBC Illinois' position as to why bulk downloads are not required,  
1023 I direct the Commission to my testimony for CNAM Issue 1. SBC Illinois' proposed  
1024 language regarding MCI's access to CNAM when utilizing its own switch accurately  
1025 reflects SBC Illinois' obligations under the Act and FCC orders and should be adopted.

1026

1027 **Q. WHY IS SBC ILLINOIS' PROPOSAL FOR SECTION 4.3.1 APPROPRIATE?**

1028 A. SBC Illinois' language in Section 4.3.1 is appropriate for this Agreement because it  
1029 makes clear that when MCI queries SBC Illinois' CNAM database from other than ULS,  
1030 it will be pursuant to SBC Illinois' tariffs or other agreement (e.g., a Section 271  
1031 agreement) and will avoid potential disputes regarding such access.

1032 **ISSUE 4: What terms and conditions should govern access to all Account Owner**  
1033 **information?**

1034 **(CNAM Section 4.18, 4.19)**

1035 **Q. WHAT IS THE DISPUTE RELATIVE TO THIRD PARTY CNAM DATA?**

1036 A. SBC Illinois takes seriously its obligations as a CNAM database provider. SBC Illinois  
1037 has therefore proposed language articulating that, upon request from an Account Owner,  
1038 MCI will identify for the Account Owner how MCI is using the Account Owner's

1039 information. MCI objects to this language, stating that nondiscriminatory access should  
1040 guide what terms and conditions govern access to CNAM information.

1041

1042 **Q. WHY IS SBC ILLINOIS' PROPOSED LANGUAGE IMPORTANT?**

1043 A. The CNAM database is populated with the data of Account Owners' end users (an  
1044 Account Owner is simply a carrier whose end user information is stored in SBC Illinois'  
1045 CNAM database), and is accessed by carriers (in this case, MCI) for the provision of  
1046 calling name service. In the event an Account Owner's end user has a question or  
1047 complaint regarding the use of its CNAM information, the end user will contact the  
1048 Account Owner. The Account Owner needs to be able to question MCI regarding how  
1049 the information is being used, since only MCI will have the answer. As the CNAM  
1050 database provider, SBC Illinois does not want to be in the middle of a discussion between  
1051 the Account Owner and MCI regarding MCI's CNAM use. Since the Account Owner  
1052 likely has no contractual relationship with MCI, SBC Illinois has proposed language  
1053 providing a communication path between Account Owners and MCI to resolve any issues  
1054 that may arise. Ultimately, this is an issue concerning the proper use of end user  
1055 information and to that extent implicates end user privacy issues.

1056

1057 Mr. Lehmkuhl's testimony that SBC Illinois' concerns can be addressed by recognizing  
1058 that MCI is entitled to nondiscriminatory access<sup>71</sup> completely misses the mark. Providing

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<sup>71</sup> Lehmkuhl Direct at p. 30.

1059 the ability for Account Owners to communicate with MCI regarding MCI's use of the  
1060 Account Owner's end users' data has nothing whatsoever to do with nondiscriminatory  
1061 access. SBC Illinois' proposed language provides reasonable protection to Account  
1062 Owners that they will be able to resolve questions/complaints from their end users  
1063 regarding MCI's use of their CNAM data, without placing SBC Illinois in the middle of  
1064 any disputes. This language should be adopted because it is commercially reasonable.

1065

1066 **ISSUE 5: Is it necessary to include the language in Section 4.16 about the accuracy of**  
1067 **CNAM Queries?**

1068 **(CNAM Section 4.16)**

1069

1070 **Q. WHAT IS THE ISSUE FOR CNAM ISSUE 5?**

1071 A. Section 4.16 simply states that the CNAM database is frequently being updated and that  
1072 the CNAM data that is returned may periodically differ to reflect the latest updates. MCI  
1073 has rejected this language and has not proposed language of its own. MCI has claimed in  
1074 its petition that it will not query SBC Illinois' CNAM database, which is clearly not the  
1075 case because, in fact, it will launch queries for CNAM information in association with its  
1076 SBC Illinois-provided switching and/or resale end users. Accordingly, it is appropriate to  
1077 address the timing of such queries, since this timing may affect the accuracy of the  
1078 information.

1079 **Q. WHY WOULD MCI CLAIM THAT IT WILL NOT QUERY SBC ILLINOIS'**  
1080 **DATABASE FOR CNAM INFORMATION?**

1081 A. MCI has objected to SBC Illinois' proposed language "only on the basis that MCI wants  
1082 bulk download access and will not query SBC's CNAM database."<sup>72</sup> However, putting  
1083 aside the issue of bulk download, MCI must launch queries to SBC Illinois' call-related  
1084 databases on behalf of its end users that are served by SBC Illinois' switches, whether by  
1085 SBC Illinois-provided switching or resale. As I stated above, queries on behalf of a  
1086 CLEC's end users served by SBC Illinois' switch are processed in the exact same manner  
1087 as SBC Illinois' queries for its retail end users. There is no choice in this matter – all  
1088 queries from SBC Illinois' switches are processed identically.

1089

1090 **Q. GIVEN THAT MCI WILL QUERY SBC ILLINOIS' DATABASE WHEN USING**  
1091 **SBC ILLINOIS' SWITCH, WHY IS IT IMPORTANT TO HAVE LANGUAGE**  
1092 **REGARDING ACCURACY OF INFORMATION?**

1093 A. CNAM data is only as accurate as the last update transaction, and it is continuously being  
1094 updated as CNAM orders are fed into the CNAM database over the course of a  
1095 workweek. This is similar to a checking account where the account balance is updated as  
1096 debits and deposits are made. If a customer asks the bank to state the amount of money  
1097 in the account at any particular point in time, the bank will provide the answer, but that  
1098 answer will only reflect the debits and deposits that have been registered in the bank's  
1099 system at that time. Likewise, CNAM queries will only obtain the end user information  
1100 contained in the CNAM database at the time the query is made. In the event of a query

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<sup>72</sup> Lehmkuhl Direct at p. 34.

1101 launched at the time service provisioning is underway, the CNAM database will return  
1102 information regarding the existing service, not the service being provisioned. Once  
1103 service provisioning is complete and the database is updated, a query will return the new  
1104 information. Thus, the accuracy of the information is dependent upon the timing of the  
1105 query.

1106

1107 **Q. DOES SIMILAR QUERY TIMING LANGUAGE APPEAR ELSEWHERE IN**  
1108 **MCI'S AGREEMENT?**

1109 A. Yes. In the LIDB appendix, Section 3.2.1, MCI has agreed to similar language as it  
1110 relates to LIDB queries. Since MCI will perform CNAM queries for its end users served  
1111 by an SBC Illinois-provided switch in the same manner it performs LIDB validation  
1112 queries for those end users, and the dependency between accuracy of information and  
1113 query timing is the same, SBC Illinois' proposed language regarding timing of CNAM  
1114 queries should be adopted.

1115 **ISSUE 6: May SBC Illinois block access to CNAM in the event of misuse?**

1116 **(CNAM Section 4.20)**

1117

1118 **Q. WHAT IS THE DISPUTE WITH MCI REGARDING UNAUTHORIZED USE OF**  
1119 **CNAM INFORMATION?**

1120 A. SBC Illinois has proposed language in Section 4.20 permitting it to limit or block MCI's  
1121 access to CNAM data elements in the event MCI uses that data for unauthorized  
1122 purposes. In the event the misuse continues following written notice from SBC Illinois,  
1123 SBC Illinois may terminate the CNAM appendix upon ten days written notice. MCI  
1124 objects to this language.

1125

1126 **Q. WHAT IS SBC ILLINOIS' CONCERN REGARDING UNAUTHORIZED USE OF**  
1127 **CNAM INFORMATION?**

1128 A. Since SBC Illinois is the database provider from which end user information is being  
1129 accessed, we are concerned that, without commercially reasonable means to end  
1130 impermissible use of data, we could bear an unreasonable share of liability should some  
1131 judicial or regulatory body determine that end user privacy rights have been violated, or  
1132 that another company's proprietary data has been compromised.

1133

1134 **Q. HOW DOES SBC ILLINOIS' LANGUAGE PROTECT IT AGAINST SUCH**  
1135 **LIABILITY?**

1136 A. SBC Illinois' proposed language permits it to stop providing access if MCI repeatedly  
1137 misuses CNAM data. Denial of access is a commercially reasonable response to ongoing  
1138 misuse of end user information when other attempts to remedy the abuse have failed.  
1139 Since the Commission cannot assure that SBC Illinois would not be held liable for MCI's

1140 misuse of end user data absent specific contract language, the Commission should permit  
1141 SBC Illinois to protect itself by approving SBC Illinois' proposed language.

1142

1143 **ISSUE 7: For what purposes may MCI use CNAM information?**

1144 **(CNAM Section 7.1)**

1145

1146 **Q. WHAT IS THE DISPUTE BETWEEN SBC ILLINOIS AND MCI REGARDING**  
1147 **MCI'S USE OF DATA OBTAINED FROM SBC ILLINOIS' CNAM DATABASE?**

1148 A. MCI objects to SBC Illinois' proposed language that restricts MCI's use of CNAM data  
1149 in this Agreement to the same purposes for which SBC Illinois accesses CNAM data, on  
1150 a call by call basis within SBC Illinois' service territory. Any access to the data from  
1151 other than an SBC Illinois switch or for any other use is not pursuant to this Agreement.  
1152 This is consistent with the *Triennial Review Order*<sup>73</sup> and *USTA II*. It logically follows  
1153 that MCI can only access CNAM information from an SBC Illinois switch for services  
1154 supported by that switch. MCI's end users served outside of SBC Illinois' operating area  
1155 will not be served through an SBC Illinois-provided switch; such access will be provided  
1156 pursuant to other agreements and is not subject to this Interconnection Agreement. Thus,  
1157 it is appropriate to limit MCI's use of CNAM information obtained under its Agreement  
1158 to those services actually subject to its Agreement.

1159

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<sup>73</sup> *Triennial Review Order* at ¶551.

1160 Moreover, MCI's language would broadly allow it to use the CNAM data for purposes  
1161 not specifically prohibited by federal or state law. (MCI's proposal is that it be permitted  
1162 to use the data to provide "services" to its end users "consistent with state and federal  
1163 law.") In fact, Section 251(c)(3) permits access to UNEs only for the provision of a  
1164 "telecommunications service".

1165

1166 **Q. PLEASE DESCRIBE SBC ILLINOIS' CONCERNS REGARDING MCI'S USE OF**  
1167 **CNAM INFORMATION.**

1168 A. The sole and exclusive purpose of the Interconnection Agreement is for SBC Illinois to  
1169 provide to MCI what MCI is entitled to according to Sections 251(b) and (c) of the Act.  
1170 SBC Illinois certainly has no obligation under the Act to give MCI access to the CNAM  
1171 database for any purpose other than the provision of telecommunications services in SBC  
1172 Illinois' service territory.

1173

1174 This is not to say that SBC Illinois will deny MCI to access to the CNAM database for  
1175 other purposes. SBC Illinois will allow access to the CNAM database for other purposes  
1176 pursuant to a non-Section 251 agreement.

1177

1178 For these reasons, the Commission should adopt SBC Illinois' proposed language, and  
1179 reject MCI's invitation to expand the scope of the parties' Interconnection Agreement

1180 beyond the purpose for which it is intended, i.e., *local* competition within SBC Illinois’  
1181 service territory consistent with governing law.

1182

1183 **ISSUE 10: Should MCI be required to make its LIBD information available to SBC**  
1184 **Illinois through a separate agreement?**

1185 **(CNAM Section 10.1)**

1186

1187 **Q. WHAT IS THE DISPUTE WITH MCI IN THE CNAM APPENDIX REGARDING**  
1188 **MUTUALITY WITH RESPECT TO LIDB?**

1189 A. SBC Illinois proposes language in the CNAM appendix that is identical to that agreed by  
1190 MCI in Section 11.1 of the LIDB appendix. Due to an apparent clerical error, SBC  
1191 Illinois’ proposed language in the CNAM appendix should refer to “CNAM” in every  
1192 location it currently reflects “Line Record.” Making this simple correction, the proposed  
1193 language simply states that MCI agrees to make its CNAM information available to SBC  
1194 Illinois on a per query basis – not on a bulk download basis. In the event MCI chooses to  
1195 store its CNAM information in another vendor’s database, SBC Illinois can attempt to  
1196 reach agreement with that vendor for database access. In the event SBC Illinois does not  
1197 reach such an agreement, SBC Illinois’ language clarifies that MCI’s information will be  
1198 unavailable to any subscriber served via SBC Illinois’ service platforms, including any of  
1199 MCI’s end users that are provided service through SBC Illinois’ local switching. MCI is  
1200 opposed to SBC Illinois’ proposed language because SBC Illinois will not be  
1201 administering MCI’s CNAM data. This objection is not relevant to the issue.

1202 **Q. WHY IS SBC ILLINOIS' LANGUAGE IMPORTANT?**

1203 A. SBC Illinois' proposed mutuality clause is in the public interest because it keeps MCI  
1204 from prohibiting SBC Illinois' end users from accessing MCI's end users' data for  
1205 services such as Caller ID with Name. Because telecommunications carriers negotiate  
1206 with database owners for access to data, and Account Owners have the ability to restrict  
1207 data from the database, this contract provision is necessary to keep MCI from restricting  
1208 SBC Illinois from accessing MCI's data stored in other databases when SBC Illinois  
1209 provides MCI access to SBC Illinois' data.

1210

1211 **Q. DOES SBC ILLINOIS' MUTUALITY LANGUAGE APPEAR ANYWHERE ELSE**  
1212 **IN MCI'S AGREEMENT?**

1213 A. Yes, it does. In fact, MCI has agreed to identical language in Section 11.1 of the LIDB  
1214 appendix. It makes no sense for MCI to object to SBC Illinois' mutuality language in the  
1215 CNAM appendix while accepting it in the LIDB appendix. SBC Illinois' mutuality  
1216 language in the CNAM appendix should be adopted.

1217

1218 **ISSUE 11: Should the commission adopt SBC Illinois' liability and indemnity language**  
1219 **for CNAM in addition to that contained in GTC?**

1220 **(CNAM Section 9.6)**

1221

1222 **Q. WHAT IS THE STATUS OF THIS DISPUTE?**

1223 A. If MCI's access to SBC Illinois' CNAM database is limited to its ULS end users, which it  
1224 should be, SBC Illinois is willing to withdraw its proposed language in Section 9.6 and  
1225 the Commission need pay no further attention to this issue. However, in the event that  
1226 this Appendix is applicable to MCI for any other access to CNAM (e.g., CNAM  
1227 download), SBC Illinois' proposed language must be included in the Agreement.

1228

1229 **Q. WHAT IS THE FUNDAMENTAL DISPUTE WITH MCIM REGARDING**  
1230 **LIABILITY PROVISIONS WITH RESPECT TO CNAM?**

1231 A. Due to the potential for liability to arise based on MCIm's errors or trivial errors not  
1232 reasonably avoided by SBC Illinois' provisioning of data administration, SBC Illinois has  
1233 proposed several limitation of liability provisions in addition to those contained in the  
1234 GT&Cs. MCIm objects to any liability provisions beyond those already included in the  
1235 GT&Cs, but has already agreed to most of the language in the limitation of liability  
1236 section (Section 9) that applies only to CNAM. Because I am not an attorney, my  
1237 discussion of SBC Illinois' proposed liability language is from the perspective of a  
1238 business person.

1239

1240 **Q. WHY IS SBC ILLINOIS' LIMITATION OF LIABILITY LANGUAGE**  
1241 **APPROPRIATE FOR INCLUSION IN THE CNAM APPENDIX?**

1242 A. Since this appendix stands apart from the GT&Cs and encompasses services with unique  
1243 characteristics (e.g., unlike other UNEs, CNAM data quality depends on other carriers'

1244 input), it is appropriate to have separate and distinct liability provisions within these  
1245 appendices. MCIIm agrees, because it reached voluntary agreement on most of the  
1246 “limitation of liability” provisions of the CNAM appendix. The only remaining issue in  
1247 Section 9 is whether it is commercially reasonable to provide SBC Illinois with a  
1248 limitation of liability and indemnification in the situation where MCIIm fails to abide by  
1249 the calling party’s desire to block (or unblock) delivery of calling name information. Of  
1250 course, SBC Illinois accepts responsibility if this arises as a result of its willful  
1251 misconduct or gross negligence.

1252

1253 **Q. WHY HAS SBC ILLINOIS SOUGHT TO LIMIT ITS LIABILITY IN THIS**  
1254 **SITUATION?**

1255 A. CNAM data presents a unique opportunity for potential liability, especially in the event a  
1256 caller wishes to have his/her name and telephone number blocked from delivery to a  
1257 terminating subscriber. A simple example will help to explain why this is a special  
1258 problem. Suppose Mary has been abused by her husband John and is staying with her  
1259 friend, Jackie, who has her telephone service from Verizon. Mary needs to speak with  
1260 John (who receives telephone service from MCIIm and has Caller Id with Name service)  
1261 but does not want him to know where she is. Since Jackie does not have per line Caller  
1262 Id blocking on her phone, Mary enters the code to block delivery of Jackie’s name and  
1263 telephone number for her call to John. If Mary’s attempt to block transmission of the  
1264 Caller Id information is not successful and she is harmed as a result, there is a possibility  
1265 that one of the carriers could be legally liable. Once a carrier obtains information from

1266 the CNAM database, SBC Illinois has no control over the carrier's use of that  
1267 information. Because other carriers supply the CNAM database with information, and  
1268 other carriers decide how to use that information once retrieved from the CNAM  
1269 database, it would be unfair for SBC Illinois to shoulder any liability for damages in  
1270 excess of the actual price paid for CNAM.

1271

**B. LIDB – SBC LIDB Issue 1; LIDB Issues 2-9, 12-14**

1272 **Q. PLEASE DESCRIBE LIDB.**

1273 A. "LIDB" stands for Line Information Database, and it is a Signaling System 7 ("SS7")  
1274 network database in which carriers store information about their end user accounts.  
1275 LIDB contains end user and carrier proprietary information on virtually every working  
1276 telephone number provided by the storing carrier, as well as the programming logic  
1277 needed to perform query/response processing. LIDB enables carriers to access data to  
1278 provide for call routing, transmission, billing and collections, and other provisioning of  
1279 telecommunications services.<sup>74</sup> The most well-known applications of LIDB include the  
1280 validation of requests for alternate billing services ("ABS").

1281

---

<sup>74</sup> The Act defines network element as "a facility or equipment used in the provision of a telecommunications service. Such term also includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service." 47 U.S.C. §153(29).

1282 **Q. HOW DOES THE DATABASE QUERY PROCESS WORK?**

1283 A. Carriers use “service platforms” to obtain access to SBC Illinois’ LIDB by launching  
1284 queries over the Common Channel Signaling (“CCS”) network using SS7 protocol. A  
1285 service platform is part of the network that provides service to an end user (like an end  
1286 office switch used for Caller ID with name) and needs access to a call-related database to  
1287 complete or provide that service. A service platform is generally, but not always, a  
1288 switch. A service platform can be an operator services provider (“OSP”) switch, an  
1289 interexchange carrier (“IXC”) switch, a LEC switch or a wireless switch. An example of  
1290 a non-switch service platform is an AIN Service Control Point (“SCP”).

1291

1292 Service platforms gain their routing intelligence through signaling transfer points. STPs  
1293 are the traffic cops of the SS7 network. You may think of the STP as providing queries  
1294 with routing directions to the final destination. STPs are updated based on national  
1295 routing information provided by Telcordia Technologies and the Local Number  
1296 Portability Administrator, NeuStar. Based on the routing information in the STP, a query  
1297 is routed to the correct database. There, the query is processed and the response is  
1298 returned to the service platform that generated the query. The LIDB is designed to  
1299 respond quickly to a large number of queries, and the query processing time is measured  
1300 in milliseconds.

1301

1302 **Q. WHAT ROLE DOES LIDB GENERALLY PLAY IN FRAUD MONITORING?**

1303 A. LIDB is connected to an adjunct fraud monitoring system, managed by SBC Services,  
1304 Inc. Using this system, all validation queries for all accounts, including those of SBC  
1305 Illinois and CLECs, are monitored for potential fraud in the same manner and using the  
1306 same criteria. If potential fraud is detected on a CLEC account, SBC Services, Inc.  
1307 notifies the CLEC so the CLEC may take whatever action it deems necessary to protect  
1308 its end-users from fraudulent activity.

1309

1310 **Q. DOES MCI AGREE THAT THE TRO LIMITED ITS ACCESS TO SBC**  
1311 **ILLINOIS LIDB?**

1312 A. Yes. MCI's witness, Michael Lehmkuhl, acknowledges in his testimony that "the FCC  
1313 concluded that call-related databases are no longer UNEs because the FCC determined  
1314 that CLECs could get access to the databases from other sources and therefore are not  
1315 impaired."<sup>75</sup>

1316 **SBC ISSUE 1: Now that USTA II is official, should the Agreement contain a LIDB**  
1317 **Appendix at all?**  
1318 **(Entire Appendix LIDB)**

1319

1320 **Q. WHAT ARE SBC ILLINOIS' OBLIGATIONS WITH REGARD TO**  
1321 **UNBUNDLED ACCESS TO THE LIDB?**

1322 A. This is essentially the same issue as SBC CNAM 1, but with respect to the LIDB. Rather  
1323 than reiterating SBC Illinois' position as to why the LIDB appendix is not required for

1324 this Agreement, I direct the Commission to my testimony for SBC CNAM Issue 1.  
1325 Given that MCI is asking the Commission to include the LIDB appendix, I address in  
1326 detail each issue that concerns the terms and conditions under which access to call-related  
1327 databases should take place if MCI continues to have access to unbundled local  
1328 switching.

1329 **ISSUE 2: Should the definition of Service Platform be included in the Agreement?**

1330 **(LIDB Section 2.19)**

1331

1332 **Q. WHAT IS THE DISPUTE RELATIVE TO LIDB-RELATED DEFINITIONS?**

1333 A. SBC Illinois has proposed language to define “Service Platform” to achieve a thorough  
1334 and comprehensive Agreement with all relevant terms defined. MCI opposes inclusion  
1335 of this definition.

1336

1337 **Q. WHY HAS SBC ILLINOIS PROPOSED ITS DEFINITION FOR SERVICE**  
1338 **PLATFORM?**

1339 A. A definition of the term “Service Platform” is needed to clarify and simplify the contract  
1340 language. SBC Illinois defines Service Platform as “the physical platform that generates  
1341 Queries and is identified to LIDB by an Originating Point Code contained in the Query.

---

<sup>75</sup> Lehmkuhl Direct at p. 4. (Footnote omitted)

1342 A service platform may be a telephony switch or any other platform capable of correctly  
1343 formatting and launching Queries and receiving the associated Response.”

1344

1345 This definition is necessarily broad to accommodate the many different types of  
1346 platforms that generate queries to LIDB today; it would be unnecessarily cumbersome to  
1347 attempt to list them all. Most, but not all, network-connected platforms that query LIDB  
1348 are switches of one kind or another (e.g., end office switches and operator services  
1349 switches). Platforms that query LIDB can also be other types of switches (e.g., STP  
1350 adjuncts) or non-switches (e.g., service control points (“SCP”) and protocol converters).  
1351 Rather than attempt to address each of the possible platforms that can access the LIDB,  
1352 SBC Illinois proposes the term “Service Platform” – a term that is broad enough to  
1353 encompass any platform capable of interfacing with the database for query and response  
1354 processing, including platforms that may be deployed after the effective date of this  
1355 Agreement.

1356

1357 The term “Service Platform” is used throughout the LIDB Appendix. Notably, the term  
1358 Service Platform occurs undisputed in Sections 2.14 and 11.1 of the LIDB appendix.

1359

1360 While objecting to SBC Illinois’ definition of service platform as being vague and too  
1361 broad, MCI has proposed no alternate term for a fundamental phrase used in the  
1362 Agreement. Thus, the Commission should adopt SBC Illinois’ language.

1363 **ISSUE 3:**     **Should the LIDB Appendix contain SBC’s proposed acknowledgement**  
1364                   **concerning the ownership of LIDB?**

1365                   **(LIDB Section 3.1)**

1366

1367 **Q.     PLEASE DESCRIBE THIS ISSUE.**

A.     The parties agree as to the description of LIDB contained in LIDB Section 3.1, however,  
MCI objects to SBC Illinois’ additional language indicating that SBC Illinois does not  
have its own LIDB, but rather uses SNET DG as its LIDB provider.

1368 **Q.     WHY IS IT APPROPRIATE TO INCLUDE A REFERENCE TO SBC ILLINOIS’**  
1369                   **LIDB VENDOR WHEN DESCRIBING LIDB IN THE AGREEMENT?**

A.     It is important to clarify in the agreement that SBC Illinois utilizes a third party vendor to  
provide its LIDB services because SBC Illinois’ UNE obligations do not extend to any of  
the data resident in SNET DG’s LIDB that is not SBC Illinois’ or to any of the functions  
that are uniquely created by SNET DG. By clearly articulating SBC Illinois’ vendor  
relationship in the agreement, the parties will avoid potential disputes regarding SBC  
Illinois’ obligations as it relates to SNET DG.

1370 **ISSUE 4:**     **Other than per query access through ULS, should SBC Illinois be obligated**  
1371                   **to provide access to LIDB as a UNE?**

1372                   **(LIDB Section 3.2)**

1373

1374 **Q.     WHAT IS THE DISPUTE IN LIDB ISSUE 4?**

1375 A. This is essentially the same issue as CNAM Issue 2, but with respect to the LIDB. Rather  
1376 than reiterating SBC Illinois' position as to why unbundled access to LIDB is not  
1377 required when MCI is not utilizing SBC Illinois' unbundled local switching, I direct the  
1378 Commission to my testimony for CNAM Issue 2. It is important to note that in the  
1379 CNAM appendix (Section 4.1), MCI agreed to the precise language it is disputing here.  
1380 In CNAM Section 4.1 MCI properly recognized that SBC Illinois' duty to provide  
1381 unbundled access to a call-related database applies only where SBC Illinois is also  
1382 obligated to provide ULS. MCI nowhere explains why SBC Illinois' language that is  
1383 appropriate for the CNAM appendix is not also appropriate for the LIDB appendix.

1384 **ISSUE 5: SBC – For switched access to SBC Illinois' LIDB, should the FCC access**  
1385 **tariff apply, or this contract?**

1386 **MCI – If SBC Illinois is obligated to provide access to LIDB as a UNE other**  
1387 **than through ULS, and what rate should apply to that access?**

1388 **(LIDB Section 3.2.1, 3.2.1.2)**

1389

1390 **Q. WHAT IS THE DISPUTE IN LIDB ISSUE 5?**

1391 A. MCI HAS INDICATED IN ITS TESTIMONY THAT IT IS REVISING ITS ISSUE  
1392 STATEMENT TO QUESTION "THE RATE AT WHICH ACCESS TO LIDB SHOULD  
1393 BE PROVIDED REGARDLESS OF WHETHER ACCESS TO LIDB IS PROVIDED  
1394 AS A UNE (AS WHEN IT IS PART OF SWITCHING) OR PURSUANT TO THE  
1395 NONDISCRIMINATION ACCESS REQUIREMENTS PREVIOUSLY

1396 DISCUSSED.”<sup>76</sup> IT IS SBC ILLINOIS’ POSITION THAT MCI IS NOT ENTITLED  
1397 TO ACCESS SBC ILLINOIS’ LIDB UNDER SECTION 251, EVEN AT COST-BASED  
1398 RATES, WHEN THE LIDB IS NOT A UNE.

1399

1400 **Q. DID THE FCC ADDRESS LIDB ACCESS FROM CARRIERS’ SWITCHES IN**  
1401 **THE TRO?**

1402 A. Yes. At paragraph 559 the FCC stated:

1403 We also dismiss as moot WorldCom’s Petition for Declaratory Ruling  
1404 requesting Commission confirmation that requesting carriers are entitled  
1405 to access LIDB data at cost-based rates when they use such data to provide  
1406 interexchange and exchange access service. Because, as explained above,  
1407 we conclude that competitive carriers are not impaired without access to  
1408 the LIDB database as a UNE, it is unnecessary for us to determine whether  
1409 use restrictions should be applied.

1410 (Footnotes omitted.) While WorldCom’s petition was specific to interexchange and  
1411 exchange access services, it is clear that the FCC did not intend for switch-based carriers  
1412 to have access to the LIDB at cost-based rates in the absence of impairment. MCI should  
1413 not be permitted to circumvent the clear direction of the FCC regarding access to LIDB  
1414 and the relevant pricing.

1415

1416 **Q. IS SBC ILLINOIS OBLIGATED TO MAKE ACCESS TO ITS LIDB AVAILABLE**  
1417 **UNDER THE PROVISIONS OF SECTION 251(B)(3) OF THE ACT?**

---

<sup>76</sup> Lehmkuhl Direct at p. 26.

1418 A. No. I have addressed the dialing parity provisions of Section 251(b)(3) as it relates to  
1419 call-related databases in my testimony for CNAM Issue 1. Rather than reiterating SBC  
1420 Illinois' position as to why access to call-related databases is not required under Section  
1421 251(b)(3) and is not appropriate for consideration in this arbitration, I direct the  
1422 Commission to my testimony for CNAM Issue 1.

1423

1424 **Q. DOES THAT MEAN MCI WILL NOT BE ABLE TO ACCESS SBC ILLINOIS'**  
1425 **LIDB WHEN IT DOES NOT USE SBC ILLINOIS-PROVIDED SWITCHING?**

1426 A. No, it does not. In that case, MCI will still have access to SBC Illinois' LIDB, but that  
1427 access will be at just and reasonable rates, rather than UNE prices, and will not be  
1428 pursuant to a Section 251 agreement. SBC Illinois' proposed language provides that MCI  
1429 may purchase access to LIDB via SBC Illinois' federal access tariffs, where available, or  
1430 via a separate agreement with SBC Illinois for those services that are not tariffed. Such  
1431 an agreement, including the terms and prices, is not the subject of this proceeding. When  
1432 using its own switch, MCI will be treated on a nondiscriminatory basis with all other  
1433 telecommunications carriers that are utilizing their own switches.

1434

1435 **Q. HOW DO SWITCH-BASED CARRIERS ACCESS SBC ILLINOIS' LIDB?**

1436 A. CLECs that have their own local switching facilities currently have three options for  
1437 querying SBC Illinois' LIDB. First, such CLECs may use the same facilities in the same  
1438 manner as SBC Illinois if they link with SBC Illinois' SS7 signaling network via tariff or

1439 non-251 agreement. Second, they may bypass SBC Illinois' network and access the  
1440 LIDB using a third party's SS7 signaling network that links with SBC Illinois' SS7  
1441 signaling network, e.g., VeriSign.<sup>77</sup> And third, CLECs could bypass SBC Illinois' SS7  
1442 signaling network entirely and link directly to SBC Illinois' LIDB vendor's network.

1443

1444 **Q. HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?**

1445 A. As with other "declassified" UNEs, the Commission should find that SBC Illinois is no  
1446 longer required to provide unbundled access to its LIDB. To the extent ULS remains  
1447 available to MCI and the LIDB appendix is part of the Agreement, SBC Illinois requests  
1448 that the Commission adopt SBC Illinois' proposed language (Section 3.2.1) stating that  
1449 MCI may only access SBC Illinois' LIDB from its own switch via SBC Illinois' tariff or  
1450 a non-Section 251 agreement and reject MCI's proposed language (Sections 3.2.1 and  
1451 3.2.1.2) that would entitle MCI, in a Section 251 interconnection agreement, to access  
1452 SBC Illinois' LIDB at cost-based rates pursuant to the dialing parity provisions of  
1453 Section 251(b)(3).

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<sup>77</sup> VeriSign, also known as Illuminet, is one of many SS7 Transport Hub providers identified in the *Triennial Review Order* as providing this type of access. *Triennial Review Order* at ¶545.

1454 **ISSUE 6:**     **Should MCI be prohibited from using LIDB information other than for its**  
1455                   **end user customer in SBC Illinois?**

1456                   **(LIDB Section 7.2, 3.2.1.1, 3.24, 4.3)**

1457

1458 **Q.     WHAT IS THE DISPUTE BETWEEN SBC ILLINOIS AND MCI REGARDING**  
1459           **MCI'S USE OF DATA OBTAINED FROM SBC ILLINOIS' LIDB?**

1460 A.     MCI objects to SBC Illinois' proposed language that restricts MCI's use of LIDB data in  
1461 this Agreement to the same purposes for which SBC Illinois accesses LIDB, on a call by  
1462 call basis within SBC Illinois' service territory. Any access to the data from other than  
1463 an SBC Illinois switch or for any other use is not pursuant to this Agreement. This is  
1464 consistent with the *Triennial Review Order*<sup>78</sup> and *USTA II*. It logically follows that MCI  
1465 can only access LIDB information from an SBC Illinois switch for services supported by  
1466 that switch. MCI's end users served outside of SBC Illinois' operating area will not be  
1467 served through an SBC Illinois-provided switch; such access will be provided pursuant to  
1468 other agreements and is not subject to this Interconnection Agreement. Thus, it is  
1469 appropriate to limit MCI's use of LIDB information obtained under its Agreement to  
1470 those services actually subject to the Agreement.

1471

1472 **Q.     MCI HAS AGREED THAT IT WILL NOT STORE NON-MCI DATA OBTAINED**  
1473           **FROM SBC ILLINOIS' LIDB. WHAT IS SBC ILLINOIS' CONCERN?**

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<sup>78</sup> *Triennial Review Order* at ¶551.

1474 A. MCI's agreement that it will not store non-MCI data obtained from SBC Illinois' LIDB  
1475 does not go far enough to ensure compliance with use restrictions directed by the FCC  
1476 itself.<sup>79</sup> The terms "store" and "for future use," by themselves, may have various  
1477 interpretations since both are related to time. SBC Illinois' language in Section 7.2  
1478 makes clear that MCI "may not copy, store, maintain, or create any table or database for  
1479 future use based upon" any non-MCI data. One could infer from MCI's objection to this  
1480 clarifying language that it intends to leave the door open to do just that – copy, maintain  
1481 or create a table or database from non-MCI data.

1482

1483 **Q. PLEASE DESCRIBE SBC ILLINOIS' CONCERNS REGARDING MCI'S USE OF**  
1484 **LIDB INFORMATION.**

1485 A. The sole and exclusive purpose of the Interconnection Agreement is for SBC Illinois to  
1486 provide to MCI what MCI is entitled to according to Section 251 of the Act. SBC Illinois  
1487 certainly has no obligation under the Act to give MCI access to the LIDB for any purpose  
1488 other than the provision of telecommunications services in SBC Illinois' service territory.

1489

1490 This is not to say that SBC Illinois will deny MCI access to LIDB for other purposes.  
1491 SBC Illinois will allow access to the LIDB for other purposes pursuant to its federal  
1492 tariffs, where available, or via a non-Section 251 agreement. MCI's statement that  
1493 "While SBC Illinois may sell its LIDB to any user, MCI is restricted to using it only for

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<sup>79</sup> See discussion under CNAM Issue 1 relative to CNAM bulk download.

1494 its end-user subscribers”<sup>80</sup> is a mischaracterization. SBC Illinois does not sell its LIDB  
1495 “to any user” under Section 251 interconnection agreements at UNE rates. Other carriers  
1496 access SBC Illinois LIDB from their own switches via tariff or non-Section 251  
1497 agreements – the same arrangement available to MCI.

1498  
1499 For these reasons, the Commission should adopt SBC Illinois’ proposed language, and  
1500 reject MCI’s invitation to expand the scope of the parties’ Interconnection Agreement  
1501 beyond the purpose for which it is intended, i.e., *local* competition within SBC Illinois’  
1502 service territory consistent with governing law.<sup>81</sup>

1503 **ISSUE 7: SBC – Should a CLEC have the ability to determine which LIDB and CNAM**  
1504 **databases are queried?**

1505 **MCI – Should SBC Illinois’ choice of which LIDB query it uses be subject to**  
1506 **nondiscrimination and parity obligations?**

1507 **(LIDB Section 3.4)**

1508  
1509 **Q. WHAT IS THE DISPUTE WITH MCI IN LIDB ISSUE 7 REGARDING WHICH**  
1510 **DATABASES SBC ILLINOIS WILL QUERY?**

1511 A. SBC Illinois’ LIDB vendor negotiates various contract arrangements with third-party  
1512 database providers to obtain information on accounts that are not stored in its LIDB.  
1513 These contracts are negotiated on behalf of SBC Illinois based upon the needs of SBC  
1514 Illinois’ own service offerings to its own end users. Thus, SBC Illinois must retain sole

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<sup>80</sup> Lehmkuhl Direct at p. 29.

<sup>81</sup> Mr. Constable addresses the dispute involved in Section 4.3.

1515 discretion in determining which databases its services will access, and SBC Illinois’  
1516 contract language merely reflects that this discretion should be adopted. Because all  
1517 LIDB queries that generate from an SBC Illinois switch look alike, they are treated  
1518 identically. Therefore, all CLECs that use SBC Illinois-provided local switching will  
1519 have access to the same databases to which SBC Illinois has access, and they will not  
1520 have access to the databases to which SBC Illinois does not have access. This  
1521 commonality, however, should not be used by MCI to modify how SBC Illinois’ own  
1522 retail services work. SBC Illinois’s proposed language in Section 3.4 should be adopted  
1523 and MCI’s competing language rejected.

1524

1525 **ISSUE 8: SBC – What audit provision should apply to the LIDB Appendix?**  
1526 **MCI – Should MCI be required to use audit provisions from SBC’s**  
1527 **CNAM-Administration Services (AS) where MCI will not be using SBC**  
1528 **Illinois’ CNAM-AS services?**  
1529 **(LIDB Section 3.8)**

1530

1531 **Q. WHAT IS THE DISPUTE WITH MCI REGARDING LIDB AUDIT**  
1532 **PROVISIONS?**

1533 A. SBC Illinois has provided terms and conditions with respect to LIDB audits in its LIDB  
1534 and CNAM-AS appendix. MCI has rejected this appendix in its entirety and proposes  
1535 competing language to address audits. SBC Illinois’ proposal, contained the LIDB and  
1536 CNAM AS appendix, provides an established, proven and effective audit process. It is

1537 the same process approved by the Commission last year when it adopted this same  
1538 administration and storage Appendix in the AT&T arbitration (Case No. 03-0239).

1539  
1540 MCI argues that it simply asks for nondiscriminatory treatment of the records of MCI's  
1541 ULS end users.<sup>82</sup> MCI maintains that it does not want to use SBC Illinois' administration  
1542 and storage for any other data.

1543  
1544 **Q. WHY IS IT APPROPRIATE TO HAVE SBC ILLINOIS' AUDIT LANGUAGE AS**  
1545 **REFLECTED IN THE LIDB AND CNAM-AS APPENDIX INCLUDED IN THE**  
1546 **INTERCONNECTION AGREEMENT?**

1547 A. Because MCI will be administering its data on SBC Illinois' LIDB, the Interconnection  
1548 Agreement should have terms and conditions covering that use so that the responsibilities  
1549 and obligations of each of the parties are clear. Carriers across the country query LIDB  
1550 in order to provide telecommunications services, and they depend on its accuracy. LIDB  
1551 is often accessed on a real-time basis for call routing, transmission and service  
1552 provisioning decisions. These carriers require that the data of all companies in LIDB be  
1553 complete, accurate and timely – otherwise their services would not work as intended and  
1554 their end users and customers would receive either degraded service or increased  
1555 exposure to fraud.

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<sup>82</sup> Lehmkuhl Direct at p. 33.

1556 Because these companies gain access to LIDB through their agreements with SBC  
1557 Illinois (by tariff or contract) and store LIDB data based on contracts with SBC Illinois,  
1558 these companies look to SBC Illinois for resolution of untimely, missing or inaccurate  
1559 data.

1560

1561 **Q. ARE THERE LIMITATIONS TO SBC ILLINOIS' AUDIT CAPABILITIES?**

1562 A. Yes. SBC Illinois' existing audit process is one of the key mechanisms for ensuring data  
1563 accuracy. Its functioning results in LIDB data being matched back to the SBC Illinois  
1564 billing system (which is the source data of SBC Illinois' end user services). However,  
1565 SBC Illinois' ability to audit MCI's data is limited in that the source of MCI's data is  
1566 within MCI's own back office systems. SBC Illinois audits all data that is administered  
1567 through a service order flow (i.e., retail, and when the Local Service Request ("LSR")  
1568 process is used for data administration, resale and UNE-P) against the Ameritech  
1569 Customer Information Service ("ACIS") database. SBC Illinois' audit provisions cannot  
1570 reach into a CLEC's back office systems; only the CLEC can complete an audit on its  
1571 end. Each company that owns data in the LIDB (referred to as an Account Owner) is  
1572 responsible for the accuracy and completeness of the data it stores. Audit processes are  
1573 the best means to ensure that this responsibility is met.

1574

1575 **Q. WHAT IS SBC ILLINOIS' OBJECTION TO MCI'S PROPOSED LANGUAGE?**

1576 A. MCI's proposed language does not adequately capture the parties' respective  
1577 responsibilities regarding the two types of LIDB audits performed. For example, MCI's  
1578 proposed language is problematic because it inappropriately addresses audits only from a  
1579 validation perspective. Much of the data stored in LIDB is not related to validations.  
1580 Accordingly, SBC Illinois' proposed language in Section 4.6.1.1 of the LIDB and  
1581 CNAM-AS appendix states that "[t]he LIDB Audit is against all line records and Group  
1582 Record information in the LIDB SMS and LIDB, regardless of account ownership."  
1583  
1584 MCI's proposed language codifies that the first audit is to be performed seven nights a  
1585 week. SBC Illinois' objective is to run the audit daily; however, there might be a day  
1586 when the audit does not run. This could occur, for example, if system resources were  
1587 taken over by query demand, thus relegating administrative functions like audits to the  
1588 back burner. MCI's proposed language also states that discrepancies discovered by an  
1589 audit will be resolved the next business day. However, correction of an audit discrepancy  
1590 depends on the nature of the discrepancy. Most discrepancies are mechanically corrected  
1591 the same day, while others may require a technician to investigate for resolution. SBC  
1592 Illinois' proposed language provides that discrepancies will be resolved within 14 days,  
1593 thus accommodating those rare circumstances when a discrepancy requires significant  
1594 research to resolve.

1595

1596 The second audit, referred to as the Source Audit in SBC Illinois' proposed language in  
1597 Section 4.6.2 of the LIDB and CNAM-AS appendix verifies that an Account Owner's  
1598 line records in the LIDB SMS match the source of the Account Owner's line records.  
1599 For accounts administered through a service order feed, i.e., resale and SBC Illinois-  
1600 provided switching accounts administered through the LSR Process, and retail accounts,  
1601 SBC Illinois compares the administrative system to SBC Illinois' billing system.  
1602 However, for CLEC end users, the actual source data is in the CLEC's back office  
1603 systems. Thus, the final step is for the CLEC, not SBC Illinois, to audit its data against  
1604 its own source. MCI's proposed language fails to address its responsibility to audit its  
1605 LIDB data and should be rejected.

1606 **ISSUE 9: Which Party's terms and condition for access and restricted third party data**  
1607 **should be included in the Appendix?**  
1608 **(LIDB Section 3.19, 7.7, 7.8)**

1609

1610 **Q. WHAT IS THE DISPUTE RELATIVE TO THIRD PARTY LIDB DATA?**

1611 A. This issue is very similar to CNAM Issue 4. MCI objects to SBC Illinois' language that  
1612 is intended to protect Account Owners from misuse of restricted information. SBC  
1613 Illinois takes seriously its obligation to protect Account Owners' LIDB data from misuse  
1614 by other carriers. SBC Illinois has therefore proposed language specifying that it will  
1615 protect Account Owners' data in accordance with their wishes. SBC Illinois' language  
1616 further provides that all carriers, including MCI and SBC Illinois, will be subject to the  
1617 same limited access to restricted information. Since LIDB can only restrict or deny query  
1618 access at the switch level, MCI cannot be restricted unless SBC Illinois and all SBC

1619 Illinois-provided switch ports utilized by other CLECs are also restricted. Thus, there  
1620 can be no discrimination, and MCI's testimony to the contrary is misleading.<sup>83</sup>

1621  
1622 SBC Illinois has also proposed language specifying that, upon request from an Account  
1623 Owner, MCI will identify for the Account Owner how MCI is using the Account  
1624 Owner's information. MCI objects to this language as well.

- 1625
- 1626 **Q. DOES SBC ILLINOIS HONOR REQUESTS FROM ACCOUNT OWNERS' TO**  
1627 **RESTRICT ACCESS TO THEIR INFORMATION STORED IN LIDB?**
- 1628 A. SBC Illinois honors the request of all Account Owners to limit access to their data.  
1629 Companies that store data on SBC Illinois' vendor's LIDB do so for a variety of reasons.  
1630 However, such companies do not relinquish any rights they have regarding the ownership  
1631 of the data they provide. These companies may decide that some of their data is not to be  
1632 shared with other companies, including SBC Illinois. For example, a company may  
1633 select SBC Illinois' LIDB to provide proprietary calling cards. Therefore, that company  
1634 may restrict any other party, including SBC Illinois, from validating its calling card  
1635 account information. MCI should not be allowed to misuse access to SBC Illinois' LIDB  
1636 to gain unauthorized access to third party data. SBC Illinois' language acknowledges that  
1637 the Account Owners may desire to limit access to their data, and it articulates the parity  
1638 treatment of MCI and other carriers to SBC Illinois and should, therefore, be adopted.

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<sup>83</sup> Lehmkuhl Direct at p. 30.

1639 **Q. WHY HAS SBC ILLINOIS PROPOSED LANGUAGE IN SECTION 7.7**  
1640 **PROVIDING THAT MCI WILL IDENTIFY TO AN ACCOUNT OWNER THE**  
1641 **PURPOSES FOR WHICH MCI USES THAT ACCOUNT OWNER'S LIDB**  
1642 **INFORMATION?**

1643 A. The LIDB is populated with the data of Account Owners' end users, and is accessed by  
1644 carriers (in this case, MCI) for the provision of validation services. In the event an  
1645 Account Owner's end user has a question or complaint regarding the use of its LIDB  
1646 information, the end user will contact the Account Owner. The Account Owner needs to  
1647 be able to question MCI, who is accessing that end user's LIDB information, regarding  
1648 how the information is being used, since only MCI will have the answer. SBC Illinois  
1649 does not want to be in the middle of a discussion between the Account Owner and MCI  
1650 regarding MCI's CNAM use. Since the Account Owner likely has no contractual  
1651 relationship with MCI, SBC Illinois has proposed language providing a communication  
1652 path between Account Owners and MCI to resolve any issues that may arise. As with  
1653 CNAM Issue 4, this is ultimately an issue concerning the proper use of end user  
1654 information and to that extent implicates end user privacy issues. SBC Illinois' proposed  
1655 language provides reasonable protection to Account Owners that they will be able to  
1656 resolve questions/complaints from their end users regarding MCI's use of their LIDB  
1657 data, without placing SBC Illinois in the middle of any disputes. This language should be  
1658 adopted because it is commercially reasonable.

1659 **ISSUE 11:** **SBC – What terms and conditions should govern the administrative storage**  
1660 **of MCI’s line record?**

1661 **MCI – Should SBC Illinois be responsible for administering the Line**  
1662 **Records for MCI’s end user customers served via UNE-P in the same**  
1663 **manner that SBC administers its Line Records for its retail end-use**  
1664 **customers and in accordance with the 13-state CMP process?**

1665 **(LIDB Section 7.5)**

1666

1667 **Q. WHAT IS THE STATUS OF THIS ISSUE?**

1668 A. The issues raised in LIDB 11 are identical to those raised in the two issues identified in  
1669 the LIDB and CNAM-AS DPL. Accordingly, the parties agreed to eliminate LIDB Issue  
1670 11 and to consolidate all these issues in the two LIDB and CNAM-AS issues – which for  
1671 some reason are identified as LIDB 1 and LIDB and CNAM-AS 1.

1672 **ISSUE 12:** **What term should apply in the event of unauthorized use of LIDB**  
1673 **information?**

1674 **(LIDB Section 7.10)**

1675

1676 **Q. WHAT IS THE DISPUTE WITH MCI REGARDING UNAUTHORIZED USE OF**  
1677 **LIDB INFORMATION?**

1678 A. This is essentially the same issue as presented in CNAM Issue 6, but with respect to the  
1679 LIDB. Rather than reiterating SBC Illinois’ position regarding unauthorized use of LIDB  
1680 information, I direct the Commission to my testimony for CNAM Issue 6.

1681 **ISSUE 13:** Should the commission adopt SBC Illinois' liability and indemnity language  
1682 for LIDB in addition to that contained in GTC?

1683 (LIDB Section 9)

1684

1685 **Q. WHAT IS THE FUNDAMENTAL DISPUTE REGARDING LIABILITY**  
1686 **PROVISIONS WITH RESPECT TO LIDB?**

1687 A. This is essentially the same issue as presented in CNAM Issue 11, but with respect to the  
1688 LIDB. Rather than reiterating SBC Illinois' position regarding unauthorized use of LIDB  
1689 information, I direct the Commission to my testimony for CNAM Issue 11.

1690

1691 **Q. MCI DISPUTES SBC ILLINOIS' PROPOSED LIABILITY LANGUAGE IN THE**  
1692 **LIDB APPENDIX. HAS ANY OF THIS LANGUAGE ALREADY BEEN**  
1693 **ACCEPTED BY MCI REGARDING CNAM?**

1694 A. Yes. Two of the sections SBC Illinois proposes for inclusion in the LIDB appendix were  
1695 accepted by MCI in the CNAM appendix. Specifically, LIDB Sections 9.4 and 9.5 align  
1696 with CNAM Sections 9.1 and 9.2, respectively. These sections basically address liability  
1697 associated with system outages, unauthorized use by end users, and data accuracy. SBC  
1698 Illinois' liability associated with database fraud and system outages is limited to direct  
1699 damages, while liability for data inaccuracies is limited to occasions of willful  
1700 misconduct or gross negligence. SBC Illinois also has no liability for misuse of CNAM  
1701 data under the CNAM appendix. It makes no sense for MCI to object to SBC Illinois'

1702 liability limitation language in the LIDB appendix while accepting virtually identical  
1703 language in the CNAM appendix.

1704

1705 **Q. WHAT IS THE DISPUTE WITH MCI REGARDING THE REMAINING**  
1706 **SECTIONS OF SBC ILLINOIS' LIABILITY LANGUAGE IN THE LIDB**  
1707 **APPENDIX?**

1708

1709 A. In Sections 9.2 and 9.3, SBC Illinois proposes language stating that actual direct damages  
1710 not to exceed the amount paid for the service are the sole and exclusive remedy for  
1711 damage caused in connection with the appendix. In Section 9.6, SBC Illinois' proposed  
1712 language states that SBC Illinois makes no warranty regarding the accuracy of LIDB  
1713 information and has no liability for any claims or actions that may result from inaccurate  
1714 data, which is appropriate because SBC Illinois does not own all of the data, and even  
1715 where it does own the data, it is the same data that it would be using for its own services.  
1716 However, inaccuracies caused by SBC Illinois' willful misconduct or gross negligence  
1717 are appropriately excluded from these liability limitations. Absent the liability  
1718 protections SBC Illinois proposes, which are distinct from those included in the GT&Cs,  
1719 SBC Illinois could be exposed to significant liability for damages associated with  
1720 inaccurate data – data for which it cannot control the accuracy based on multiplicity of  
1721 data ownership as well as sheer volume of data administered on this platform. SBC

1722 Illinois' liability provisions in Section 9 of MCI's LIDB appendix should thus be adopted  
1723 in their entirety.

1724 **ISSUE 14: Should SBC Illinois be required to provide MCI access to Originating Line**  
1725 **Number Screening Query?**

1726 **(LIDB Section 3.3.3)**

1727

**Q. WHAT IS THE DISPUTE REGARDING ORIGINATING LINE NUMBER  
SCREENING QUERY?**

1728 A. The parties disagree as to whether SBC Illinois is obligated to provide MCI with  
1729 Originating Line Number Screening Query ("OLNS"), which is a LIDB service  
1730 developed by SNET DG but not offered by SBC Illinois. MCI proposes that OLNS be  
1731 available in the Illinois agreement because it is available in Texas.

1732

**Q. BRIEFLY DESCRIBE OLNS.**

1733 A. OLNS is an enhanced LIDB feature, designed for an operator services platform, that  
1734 provides the originating screening profile of a caller.

1735

**Q. WHY IS IT APPROPRIATE TO EXCLUDE OLNS FROM THIS AGREEMENT?**

1736 A. As I stated above for LIDB Issue 3, SBC Illinois does not own a LIDB, but rather  
1737 purchases LIDB services from SNET DG. MCI is incorrect in stating that OLNS "is a

1738 feature that SBC used to provide when it was required to offer LIDB as a UNE.”<sup>84</sup>  
1739 OLNS was not offered by SBC Illinois when SBC Illinois owned a LIDB because OLNS  
1740 capability did not exist on SBC Illinois’ LIDB. OLNS service was developed and  
1741 introduced by SNET DG. SBC Illinois is not obligated to offer OLNS simply because it  
1742 is available in Texas. Since this service is offered and under the exclusive control of  
1743 SNET DG, which is not the case in Texas, SBC Illinois should not be required in a  
1744 Section 251 agreement to act as a third party representative between MCI and SNET DG  
1745 if MCI wants to order this service. Because it is not an SBC Illinois offering, SBC  
1746 Illinois has no rate established for this feature. If MCI prevails on this issue (which it  
1747 should not), the Order should make it clear that the rate to be paid is the rate charged by  
1748 SNET DG. MCI’s proposed inclusion of OLNS as a LIDB query type available in this  
1749 Agreement should be rejected.

1750

1751 **C. LIDB AND CNAM AS – LIDB Issue 1; LIDB and CNAM AS Issue 1; SBC CNAM**  
1752 **Issue 2**

1753 **ISSUE: SBC – What terms and conditions should apply to the administration and**  
1754 **storage of LIDB and CNAM records?**

1755 **MCI – Should SBC be responsible for administering the Line Records for**  
1756 **MCI’s end-user customers served via UNE-P in the same manner that SBC**  
1757 **administers its Line Records for its retail end-use customers and in**  
1758 **accordance with the 13-state CMP process?**

1759 **(LIDB and CNAM AS – Entire appendix; LIDB Section 7.5; UNE Section**  
1760 **17.5; CNAM Section 4.13)**

1761

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<sup>84</sup> Lehmkuhl Direct at p. 36.

1762 **Q. WHAT IS THE DISPUTE REGARDING THE LIDB AND CNAM AS**  
1763 **APPENDIX?**<sup>85</sup>

1764 A. SBC Illinois proposes inclusion of the LIDB and CNAM-AS appendix to reflect terms  
1765 and conditions for storage and administration of MCI's data in the LIDB and CNAM  
1766 databases. MCI opposes this appendix in its entirety because MCI will not store its end  
1767 users' data (except UNE-P) in SBC Illinois' LIDB or CNAM database.

1768

1769 **Q. HOW IS LIDB ACCESSED FOR LINE RECORD ADMINISTRATION?**

1770 A. All records in LIDB (including resale, retail, UNE, non-UNE) are administered through  
1771 SBC Illinois' Service Management System ("SMS"). SBC Illinois' SMS provides the  
1772 capability to create, modify, change, or delete line records in LIDB.<sup>86</sup> SBC Illinois offers  
1773 three methods for CLECs to use capabilities of the SMS. These methods are: 1) Local  
1774 Service Request ("LSR") Process; 2) Interactive Interface; and 3) Service Order Entry  
1775 Interface.

1776

1777 **Q. BRIEFLY DESCRIBE EACH OF THESE INTERFACES.**

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<sup>85</sup> The issues raised in LIDB Issue 11 are identical to those raised in the two issues identified in the LIDB and CNAM-AS DPL. Accordingly, the parties agreed to eliminate LIDB Issue 11 and to consolidate all these issues in the two LIDB and CNAM-AS issues – which for some reason are identified as LIDB Issue 1 and LIDB and CNAM-AS Issue 1. The same issue is addressed in SBC CNAM Issue 2 (CNAM Section 4.13).

<sup>86</sup> In the unlikely event that LIDB-AS is unavailable and/or the LIDB data links are down, carriers requiring emergency updates must contact SBC Illinois directly to effect any updates.

1778 A. The LSR Process allows the service orders generated by an LSR to flow through SBC  
1779 Illinois' systems to update the LIDB. CLECs that provide service through SBC Illinois-  
1780 provided switching can choose to use this process to administer all of their SBC Illinois-  
1781 provided switching LIDB records. The other two interfaces are the unbundled interfaces  
1782 required by the FCC in its *First Report and Order*. The Interactive Interface and the  
1783 Service Order Entry Interface each offer electronic access to the SMS. The Interactive  
1784 Interface is a PC-based interface that uses a graphical interface for record-by-record  
1785 administration. CLECs that use this interface can view their records in the SMS and add,  
1786 change and delete their records as needed. The Service Order Entry Interface allows a  
1787 CLEC to do batch file updates to LIDB. It is designed to allow electronic bonding  
1788 between the LIDB SMS and a CLEC's own back office systems. These two interfaces  
1789 may be used for a CLEC's SBC Illinois-provided switching end users instead of the LSR  
1790 process.<sup>87</sup> All three of these interfaces are described with relevant terms and conditions  
1791 in SBC Illinois' LIDB and CNAM Administration System ("AS") Appendix.

1792

1793 **Q. WHAT ARE THE CARRIERS' RESPECTIVE RESPONSIBILITIES FOR LIDB**  
1794 **ADMINISTRATION?**

1795 A. Each carrier is responsible for administering its own end users' records in the LIDB.  
1796 SBC Illinois is responsible for providing interfaces and processes for this administration

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<sup>87</sup> A CLEC cannot administer its SBC Illinois-provided switching LIDB records using both the LSR process and an unbundled interface due to security partitioning within the LIDB.

1797 to occur. SBC Illinois does this by providing the underlying processes and functions  
1798 (hardware and software) that enable a CLEC to create and administer its own data.

1799  
1800 When a CLEC selects the LSR process for administering its LIDB records, that does not  
1801 transfer to SBC Illinois the obligation to create and administer the CLEC's records, as  
1802 MCI's proposed language would require. The CLEC's LIDB data reflects the CLEC's  
1803 unique relationship with its end users, and the CLEC should bear the responsibility to  
1804 create the data and inform SBC Illinois, through the LSR process, which data to enter,  
1805 change or delete. Only the CLEC can initiate the process to create or modify these  
1806 records. SBC Illinois' obligation is to follow the instructions the CLEC submits through  
1807 the LSR. Because SBC Illinois is not initiating the instructions, SBC Illinois is not  
1808 administering the CLEC's data. Each company administers its own data by issuing  
1809 commands to the administrative system.

1810

1811 **Q. WHAT IS THE DISPUTE WITH MCI WITH RESPECT TO LIDB**  
1812 **ADMINISTRATION LANGUAGE IN THE LIDB APPENDIX?**

1813 A. The parties are disputing the language for Section 7.5 of the LIDB appendix. Competing  
1814 language is as follows:

1815 SBC Illinois – MCI is solely responsible for the Line Records MCI  
1816 owns and shall comply with Attachment LIDB and CNAM  
1817 Administration and Storage (AS).

1818 MCI – For MCI end user customers served via UNE-P, SBC ILLINOIS  
1819 shall administer Line Records in the same manner that it administers such  
1820 Line Records for its retail end user customers and in accordance with

1821 requirements and procedures established in the SBC-13 STATE Change  
1822 Management Process “CMP” Document described in Section 1.2 of  
1823 Appendix Operation Support Systems of this Agreement.

1824 There are two issues with the parties’ language – 1) which carrier is responsible for  
1825 administering MCI’s UNE-P LIDB records; and 2) including the LIDB SMS in the  
1826 Change Management Process.

1827

1828 **Q. WHAT IS SBC ILLINOIS’ OBJECTION TO MCI’S PROPOSED LANGUAGE IN**  
1829 **SECTION 7.5 OF THE LIDB APPENDIX?**

1830 A. MCI has proposed language in Section 7.5 that 1) requires SBC Illinois to administer  
1831 MCI’s end user LIDB data; and 2) requires such administration to be in accordance with  
1832 the CMP document. As I stated above, MCI is responsible for administering its own end  
1833 users’ data. In addition, LIDB administration is only governed by the CMP indirectly  
1834 and only when an LSR is used. Neither LIDB nor its administrative system are  
1835 Operations Support Systems (“OSS”), nor are they covered by the CMP. The LSR  
1836 Process does, however, permit a CLEC to use OSS to communicate with the LIDB  
1837 administrative system. Any changes to the LSR to enhance that communication would be  
1838 done through the CMP. Such changes to the LSR methods and procedures are more  
1839 appropriately addressed in the OSS section of the contract rather than under LIDB.

1840

1841 **Q. WHY IS SBC ILLINOIS’ LIDB AND CNAM-AS APPENDIX APPROPRIATE**  
1842 **FOR MCI’S INTERCONNECTION AGREEMENT?**

1843 A. The LIDB and CNAM-AS appendix provides comprehensive terms and conditions  
1844 regarding administration of LIDB data. However MCI rejected that appendix in its  
1845 entirety. Yet, clearly, each carrier has responsibility for its own data. The fact that  
1846 MCI's data is for its end users served by UNE-P is irrelevant. Only MCI can initiate the  
1847 process to create or modify those records. SBC Illinois' obligation is to follow the  
1848 instructions MCI submits via its LSRs. Because SBC Illinois is not initiating the  
1849 instructions, SBC Illinois is not administering the data. There is nothing in this  
1850 Agreement that obligates SBC Illinois to administer MCI's LIDB data on its behalf. The  
1851 LIDB and CNAM-AS appendix appropriately captures the parties' responsibilities with  
1852 respect to LIDB administration and should be adopted.

1853

1854 **Q. HAS SBC ILLINOIS PROPOSED CONTRACT LANGUAGE TO MCI FOR**  
1855 **DATA STORAGE AND ADMINISTRATION OF CLEC-PROVIDED**  
1856 **SWITCHING ACCOUNTS?**

1857 A. No. Such services fall outside SBC Illinois' Section 251 obligations, since the FCC has  
1858 determined that access to LIDB is no longer a UNE when a CLEC provides its own  
1859 switching. It is therefore irrelevant that MCI does not currently store its CLEC-provided  
1860 switching end users' data in SBC Illinois' LIDB. To the extent MCI requests such  
1861 services, they would be provided pursuant to a separate commercial agreement that  
1862 would not be a part of this proceeding.

1863

1864 **Q. DO THE FCC'S UNBUNDLING RULES ESTABLISH AN OBLIGATION FOR**  
1865 **SBC ILLINOIS TO ADMINISTER MCI'S LIDB RECORDS?**

1866 A. No, they do not. What the FCC's unbundling rules establish is an obligation for SBC  
1867 Illinois to "provide access, on an unbundled basis, to the service management systems  
1868 (SMS), which allow competitors to create, modify, or update information in call-related  
1869 databases."<sup>88</sup> Neither the *UNE Remand Order* nor the *Triennial Review Order* has  
1870 changed these requirements. SBC Illinois' proposed language, providing that MCI is  
1871 responsible for administering its end users' LIDB records, should be adopted.

1872

1873 **Q. HAS THE COMMISSION ADRESSED THIS ISSUE BEFORE?**

1874 A. Yes. Just last year this issue came up in the AT&T arbitration (Case No. 03-0239) as  
1875 UNE Issues 30 and 33. In that case, the Commission directed the parties to incorporate  
1876 the LIDB and CNAM-AS appendix in the Agreement, with the caveat that it applied only

1877 to AT&T's use of LIDB and CNAM databases in connection with its use of SBC Illinois'  
1878 unbundled local switching. That outcome is consistent with SBC Illinois' position in this  
1879 case. SBC Illinois continues to advocate for the language it proposes in the DPL, but  
1880 would accept language that adopts SBC Illinois' LIDB and CNAM-AS appendix and  
1881 (closely tracking the language from last year) states that:

1882 As defined in the attached LIDB and CNAM-AS Appendix, SBC Illinois  
1883 will input information provided by MCI into LIDB for MCI accounts  
1884 where MCI uses SBC Illinois' unbundled local switch ports. Terms and  
1885 conditions for administration of the LIDB for MCI where MCI does not  
1886 use SBC Illinois' unbundled local switch ports have not been negotiated.

1887 **Q. WHAT IS THE DISPUTE IN UNE SECTION 17.5?**

1888 A. MCI disputes SBC Illinois' proposed inclusion of the LIDB-CNAM AS appendix in the  
1889 call-related database appendix reference list in the UNE appendix. This issue is directly  
1890 tied to the resolution of LIDB and CNAM-AS Issue 1. If the LIDB and CNAM-AS  
1891 appendix is included with this Agreement, which SBC Illinois believes is appropriate,  
1892 then it should be included in the list of appendices relevant to call-related databases.

1893

**D. TOLL FREE CALLING – SBC 800 Issue 1; 800 Database Issues 1-3**

1894 **Q. WHAT IS THE DISPUTE REGARDING THE 800 DATABASE?**

1895 A. The fundamental disagreement between the parties relates to how MCI may use 800  
1896 information obtained from SBC Illinois' 800 database and at what price. This issue is

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<sup>88</sup> *First Report and Order* at ¶493.

1897 much the same as discussed in CNAM Issue 1 and LIDB Issue 5, but with respect to the  
1898 800 database instead of LIDB and CNAM. MCI objects to SBC Illinois' language  
1899 restricting its ability to access the 800 database as a UNE and at UNE prices. MCI  
1900 further objects to any limits placed on its ability to utilize 800 database information for  
1901 purposes other than call processing. As I stated above concerning LIDB, in the *Triennial*  
1902 *Review Order*, the FCC has limited unbundled access to call-related databases, including  
1903 800, to query-only access through the incumbent's signaling network, and only when a  
1904 CLEC is utilizing the incumbent's local switch.<sup>89</sup> This does not mean, however, that  
1905 SBC Illinois will deny access to the 800 database when MCI utilizes its own switch; it  
1906 can do so at market-based rates via SBC Illinois' tariff.

1907

1908 **Q. HOW IS THE 800 DATABASE SIMILAR TO LIDB?**

1909 A. Like LIDB, the 800 database is a call-related database as discussed by the FCC in its  
1910 *First Report and Order*,<sup>90</sup> *UNE Remand Order*,<sup>91</sup> and *Triennial Review Order*.<sup>92</sup> And as  
1911 it did with LIDB and CNAM, the FCC most recently made a finding of non-impairment  
1912 for access to the 800 database when a CLEC utilizes its own switch.<sup>93</sup> When a CLEC is  
1913 providing service to an end user via its own switch, it is no longer permitted access to the  
1914 800 database as a UNE. Rather, such access is available from SBC Illinois at just and  
1915 reasonable rates (e.g., through SBC Illinois' tariff) and is not subject to this agreement.

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<sup>89</sup> *Triennial Review Order* at ¶¶ 551, 555 and 47 C.F.R. §51.319(d)(4)(i)(B).

<sup>90</sup> *First Report and Order* at ¶484.

<sup>91</sup> *UNE Remand Order* at ¶¶ 402-403.

<sup>92</sup> *Triennial Review Order* at ¶555.

1916

1917 **Q. WHAT IS YOUR RESPONSE TO MCI'S TESTIMONY REGARDING THE 800**  
1918 **DATABASE?**

1919 A. MCI's witness made a curious statement regarding the 800 database. Mr. Lehmkuhl  
1920 stated, "[U]ntil its UNE status is sorted out, [the 800 database] should be available to  
1921 MCI under the nondiscriminatory access provisions of Section 251(b)(3) of the Act."<sup>94</sup> I  
1922 believe that the UNE status of the 800 database has already been sorted out. Per the  
1923 TRO, it is only available on an unbundled basis (at UNE rates) to the extent MCI is using  
1924 SBC Illinois' switch. The *USTA II* decision notwithstanding, the 800 database is not  
1925 available to MCI as a UNE from MCI's switch. There is nothing more to sort out.  
1926 Regarding the provisions of Section 251(b)(3), I direct the Commission to my testimony  
1927 for CNAM Issue 1.

1928

1929 **SBC ISSUE 1: Now that USTA II is official, should the Agreement contain an 800**  
1930 **Appendix at all?**  
1931 **(Entire Appendix 800)**

1932

1933 **Q. WHAT ARE SBC ILLINOIS' OBLIGATIONS WITH REGARD TO**  
1934 **UNBUNDLED ACCESS TO THE 800 DATABASE?**

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<sup>93</sup> *Id.* at ¶551.

<sup>94</sup> Lehmkuhl Direct at p. 31.

1935 A. This is essentially the same issue as SBC CNAM 1, but with respect to the 800 database.  
1936 Rather than reiterating SBC Illinois' position as to why the 800 appendix is not required  
1937 for this Agreement, I direct the Commission to my testimony for SBC CNAM Issue 1.  
1938 Given that MCI is asking the Commission to include the 800 appendix, I address in detail  
1939 each issue that concerns the terms and conditions under which access to call-related  
1940 databases should take place if MCI continues to have access to unbundled local  
1941 switching.

1942  
1943 **ISSUE 1: Should MCI be permitted to copy, store, or maintain 800 Database**  
1944 **information obtained from SBC Illinois?**

1945 **(800 Database Section 3.8)**

1946

1947 **Q. SINCE MCI IS NOT SEEKING A DOWNLOAD OF THE 800 DATABASE, WHY**  
1948 **IS SBC ILLINOIS CONCERNED ABOUT MCI'S USE OF THE DATA?**

1949 A. While MCI will not obtain a complete download of the 800 database at one time, it could  
1950 retain the data it accesses, populate its own database, and use the data for any purpose it  
1951 desires without restriction. MCI is seeking unfettered use of the 800 data it obtains via  
1952 call routing activities. This is in direct conflict with the FCC's intentions regarding call-  
1953 related databases and should not be permitted.<sup>95</sup> SBC Illinois' language in Section 3.8 of  
1954 the 800 Database appendix spelling out the limitations placed on MCI's use of 800  
1955 database information will protect SBC Illinois against MCI's unauthorized use of 800  
1956 data obtained for the purpose of call routing.

1957

1958 **ISSUE 2:** Should MCI be prohibited from using 800 Database information other  
1959 than for its' end user customers in SBC Illinois?

1960 (800 Database Section 3.10)

1961

1962 **Q. PLEASE DESCRIBE SBC ILLINOIS' CONCERNS REGARDING MCI'S USE OF**  
1963 **800 DATABASE INFORMATION.**

1964 A. The sole and exclusive purpose of the Interconnection Agreement is for SBC Illinois to  
1965 provide to MCI what MCI is entitled to according to Section 251 of the Act –  
1966 interconnection, UNEs, resale services, etc. – in order for MCI to compete with SBC  
1967 Illinois in the provision of telecommunications services *in SBC Illinois' service territory*  
1968 *in Illinois.*

1969

1970 SBC Illinois has no obligation under the Act and the *Triennial Review Order*, however, to  
1971 give MCI unbundled access to the 800 database. And there is certainly no obligation to  
1972 provide a download of the entire 800 database.

1973

1974 MCI is wrong in characterizing SBC Illinois' proposed language as a "use restriction,"  
1975 because SBC Illinois will provide MCI with access to the 800 database pursuant to its  
1976 tariffed terms and conditions. For these reasons, the Commission should adopt SBC  
1977 Illinois' proposed language, and reject MCI's invitation to expand the scope of the

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<sup>95</sup> *Triennial Review Order* at ¶¶ 551, 555 and 47 C.F.R. §51.319(d)(4)(i)(B).

1978 parties' Interconnection Agreement beyond the purpose for which it is intended, i.e.,  
1979 *local* competition consistent with governing law.

1980

1981 **ISSUE 3:** SBC – Under what circumstances should SBC be required to provide MCI  
1982 with access to its 800 database?

1983 MCI – In what manner should SBC Illinois provide MCI with access to its  
1984 800 database?

1985 (800 Database Sections 3.2, 4.2)

1986

1987 **Q. WHAT IS THE SPECIFIC DISPUTE IN 800 DATABASE ISSUE 3?**

1988 A. SBC Illinois proposed language stating that when MCI is utilizing its own switch, access  
1989 to the 800 database will be via SBC Illinois' tariff – rather than through this  
1990 interconnection agreement. MCI objects to inclusion of these tariff references. Once  
1991 again, MCI ignores the clear direction of the FCC regarding SBC Illinois' obligations to  
1992 unbundle call-related databases. As stated above in the introductory testimony for 800  
1993 database issues, SBC Illinois' proposed language is consistent with the *Triennial Review*  
1994 *Order* regarding unbundled access to the toll free calling database and should be adopted.

1995

1996 **IV. CONCLUSION**

1997 **Q. WHAT ARE THE THEMES MOST IMPORTANT TO SBC ILLINOIS THAT**  
1998 **ARE DISCUSSED IN THIS TESTIMONY?**

1999 A. Recognizing the large number of issues presented to this Commission for arbitration, I  
2000 think it is important to emphasize those areas of critical importance to SBC Illinois. The  
2001 most important themes addressed in my testimony include: 1) SBC Illinois offers services  
2002 for resale consistent with the Act and FCC orders; 2) pursuant to the TRO and the *USTA*  
2003 *II* decision, SBC Illinois is not required to provide unbundled access to call-related  
2004 databases (other than 911); and 3) SBC Illinois is not required to provide a bulk  
2005 download of CNAM data under either the TRO or the dialing parity provisions of Section  
2006 251(b)(3) the Act. SBC Illinois' positions on these issues are reasonable and are  
2007 consistent with the Act and FCC orders. SBC Illinois' proposed language should be  
2008 adopted and competing MCI language rejected.

2009

2010 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

2011 A. Yes.