

BEFORE THE ILLINOIS COMMERCE COMMISSION

Docket No. 04-0469

**Direct Testimony of Lance McNeil
On Behalf of SBC Illinois**

SBC Illinois Exhibit 8.0

August 17, 2004

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1 **DIRECT TESTIMONY OF LANCE MCNIEL**

2 **ON BEHALF OF SBC ILLINOIS**

3
4 **I. INTRODUCTION**

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

6 A. My name is Lance McNiel. My business address is 5501 Alliance Gateway Freeway,
7 Room 310, Fort Worth, Texas 76177.

8
9 **Q. BY WHOM ARE YOU EMPLOYED?**

10 A. SBC Southwestern Bell Telephone Company (SWBT).

11
12 **Q. PLEASE DESCRIBE YOUR CURRENT JOB RESPONSIBILITIES.**

13 A. I am the Area Manager-Local Operations Regulatory Relations. In this position, I am
14 responsible for addressing regulatory matters related to Competitive Local Exchange
15 Carriers' (CLECs) use of SBC local telephone companies' Operational Support Systems
16 (OSS).

17
18 **Q. WHAT IS YOUR EDUCATIONAL AND PROFESSIONAL BACKGROUND?**

19 A. I received a Bachelor of Business Administration degree with a Marketing Major in 1992
20 from Texas Wesleyan University in Fort Worth, Texas. Prior to coming to SBC, I was
21 employed by Catalyst Construction as a Purchasing Manager. I began working for
22 SWBT in June of 1997, as a Service Representative in the Local Service Center ("LSC").
23 I was promoted to the position of Manager LSC in October 1999, handling Residence,

24 Simple Business, and Coin Resale. Shortly thereafter, I was given the responsibility for
25 handling Digital Subscriber Line (“DSL”). I remained in that capacity until I was
26 promoted to my current position in June 2001.

27

28 **Q. ON WHOSE BEHALF ARE YOU TESTIFYING?**

29 A. SBC Illinois.

30

31 **II. PURPOSE**

32 **Q. WHAT IS THE PURPOSE OF YOUR DIRECT TESTIMONY?**

33 A. Primarily, my testimony addresses issues regarding SBC Illinois’ Operational Support
34 Systems (OSS) and related support organizations, explaining the significance of these
35 issues to the Interconnection Agreement with MCI and demonstrating why the
36 Commission should adopt SBC Illinois’ proposed contract language. More specifically, I
37 will demonstrate the following:

38 (1) MCI is not entitled to access Customer Proprietary Network Information (CPNI)
39 until the customer chooses MCI as its service provider. CPNI should not be
40 available for data mining to use for marketing purposes. Therefore, the
41 Commission should deny MCI’s demands for immediate, unlimited access to
42 CPNI without customer authorization.

43 (2) As a simple matter of proper apportionment of responsibility, MCI should
44 indemnify SBC Illinois for damage caused by unauthorized access to SBC
45 Illinois’ OSS from MCI’s workstations or interfaces. Any such improper access,
46 which necessarily impacts SBC Illinois and all CLECs that use SBC Illinois’

47 OSS, is entirely within MCI's control and any resulting damage is MCI's
48 responsibility.

49 (3) MCI inappropriately demands that SBC Illinois manage and oversee MCI's third
50 party business relationships for line-sharing and line-splitting activities. In doing
51 so, however, MCI would impose obligations on SBC Illinois beyond the Federal
52 Telecommunications Act of 1996 (FTA). Since SBC Illinois currently has no
53 physical way of implementing such an oversight scheme, MCI would impose a
54 significant new burden on SBC Illinois to create one.

55

56 **III. APPENDIX OSS**

57 **A. SBC ILLINOIS OSS ISSUE 1**
58 **May MCI view Customer Proprietary Network Information prior to**
59 **obtaining authorization to become the End User's local service provider?**
60 **Sections 2.5, 2.6, 2.8**

61

62 **Q. WHAT IS OSS ISSUE 1?**

63 A. This issue principally concerns language that SBC Illinois proposes in the OSS appendix
64 to clarify the appropriate use of Customer Proprietary Network Information (CPNI)
65 housed in SBC Illinois' OSS. Most of the proposed language in §§ 2.5 and 2.6 is not in
66 dispute, while MCI objects to the inclusion of § 2.8.

67

68 SBC Illinois proposes additional language because a carrier such as MCI should not be
69 permitted to use OSS to view CPNI for end users of other local providers until the carrier
70 has obtained authorization from that customer to become its local service provider. For
71 legal, practical and operational reasons, SBC Illinois opposes MCI's demand for

72 immediate electronic access to CPNI of customers of SBC Illinois or other carriers for
73 marketing, as opposed to legitimate pre-order, purposes. Under the FTA and the FCC's
74 *UNE Remand Order*,¹ ILECs do not have an obligation to provide access to OSS for
75 purposes other than pre-order, order, provisioning, repair/maintenance, and billing.

76

77 **Q. CAN YOU EXPLAIN HOW "MARKETING" DIFFERS FROM THE "PRE-**
78 **ORDER" PHASE?**

79 A. Marketing (or the "negotiation phase") refers to the period in the contact with an end user
80 where the CLEC is attempting to convince the end user to switch his service. During this
81 phase, the CLEC may only obtain the end user's CPNI if the end user has given the
82 CLEC authorization. In that situation, the CLEC has access to the customer service
83 record ("CSR") manually, rather than via OSS.

84

85 The Pre-Order phase begins when the CLEC is actually at the point of preparing an order
86 because the end user has given the CLEC permission to convert his service. The CLEC
87 needs the CSR to place the order, so it performs a CSR Inquiry via the electronic OSS to
88 ensure it has accurate information. Following this review of the customer's CSR, the
89 CLEC can proceed to issue a local service order for this customer.

90

¹ Third Report and Order, *In the Matter of Implementation of the Local Competition Programs of the Telecommunications Act of 1996*, CC Docket No. 96-98, ¶¶ 425-26 (Nov. 5, 1999) ("*UNE Remand Order*").

91 **Q. DOES MCI'S DEMAND FOR CPNI ACCESS PRIOR TO OBTAINING END**
92 **USER AUTHORIZATION TO CONVERT CONSTITUTE PRE-ORDER**
93 **FUNCTIONS?**

94 A. No. Obtaining CPNI without the end user customer's authorization to convert is not a
95 pre-order function. MCI is attempting to blur the distinction between properly accessing
96 OSS to order local service for a specific end-user and improperly accessing OSS to obtain
97 information for marketing services to potential customers. MCI's proposal, in effect,
98 would turn SBC Illinois' OSS into a vast CLEC marketing database, replete with
99 customer proprietary information. SBC is not obligated to serve as a clearinghouse for
100 local carriers' customer data for use by other carriers to perform marketing functions.
101 Under SBC Illinois' proposed language, the customer's CPNI is protected and OSS is not
102 misused for marketing purposes.

103

104 **Q. WHY DOES SBC ILLINOIS OBJECT TO MCI'S EFFORTS TO USE OSS TO**
105 **OBTAIN MARKETING INFORMATION?**

106 A. Among other things, allowing MCI to use OSS for marketing purposes unnecessarily
107 exposes end users' CPNI without proper authorization and could lead to abuse.
108 Unscrupulous carriers could use OSS to electronically data mine (i.e., perform continuous
109 database dips to identify potential customers) and retrieve CSR information purely for
110 marketing purposes. The process in place today allows MCI to use the CSR look-up
111 function of Pre-Order by indicating in the letter of authorization (LOA) check box that it
112 has all authorizations required by law from the end user and/or carrier in compliance with
113 the terms of its interconnection agreement. Granting MCI access to CPNI of other

114 carriers' customers without this process could harm end users. Carriers, even with this
115 requirement in place, have engaged in slamming, as well as electronic screen scraping of
116 large amounts of CSR data for marketing purposes.² While SBC Illinois tries to monitor
117 and resolve misuse when it occurs, an explicit contractual requirement prohibiting misuse
118 (especially with regard to a Pre-Order CSR Inquiry) is important to protect carriers and
119 customers alike.

120
121 In addition to these critical operational concerns, customers have privacy interests in
122 limiting unauthorized access to their CPNI. OSS contains the CPNI of all end users
123 served by the SBC Illinois network, including customers of all non-facilities based
124 CLECs (both resale and UNE P), as well as SBC Illinois retail customers. SBC Illinois is
125 not obligated to provide OSS for marketing purposes and, as I explain above, doing so
126 would have significant negative consequences for consumers.

127
128 **Q. HAS THE FCC ADDRESSED THE PREORDER ISSUE?**
129 A. Yes. MCI previously raised this same issue in the FCC's CPNI docket.³ There, MCI
130 sought a determination from the FCC that would have allowed it to access CPNI while
131 marketing to a potential customer. The FCC rejected MCI's request outright, finding that
132 "MCI ... does not establish how its need for this information during an initial cold call to
133 a potential customer overcomes that customer's privacy interests - especially since there

² Screen scraping is performed when a CLEC uses third party screen scraping software to copy select portions of a screen image and save that excerpted data into fielded form for later use.

134 is no existing business relations, making MCI ... or another similarly situated carrier a
135 third party to the consumer.”⁴ The situation has not changed since the FCC’s ruling. If
136 anything, there has been more emphasis on protecting consumers’ privacy, and Illinois’
137 consumers’ privacy rights should not be sacrificed for the sake of CLEC marketing.

138

139 **Q. ARE YOU SAYING THAT MCI HAS TO BECOME THE END USER’S LOCAL**
140 **SERVICE PROVIDER BEFORE IT CAN OBTAIN A COPY OF THAT**
141 **CUSTOMER’S SERVICE RECORDS?**

142 A. No, I am only saying that, in order to use the electronic OSS to access another carrier’s
143 end user records, MCI must first have the end user’s agreement to convert his service. At
144 any time upon proper written request and with a CPNI release, SBC Illinois will send
145 MCI a hard copy of an end user’s CSR information in compliance with § 222(c)(2) of the
146 FTA.

147

148 **Q. IN HER TESTIMONY, MCI WITNESS SHERRY LICHTENBERG SUGGESTS**
149 **THAT SBC ILLINOIS’ PROPOSAL IS SOMEHOW DISCRIMINATORY. DO**
150 **YOU AGREE?**

151 A. At page 13 of her testimony, Ms. Lichtenberg claims that SBC Illinois has proposed
152 contract language “that would prohibit MCI’s non-discriminatory access to SBC Illinois’
153 pre-ordering systems.” In fact, SBC Illinois provides CLECs nondiscriminatory access; it

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

⁴ CPNI Order at ¶ 101.

154 gives its retail operations no greater access to CPNI than it provides to CLECs.
155 Consistent with SBC Illinois' proposal for MCI OSS access here, SBC Illinois' retail
156 operations may not obtain CSR information about any CLEC end user via OSS without
157 first obtaining the end user's permission to convert, verified in accordance with the
158 FCC's anti-slamming rules.

159
160 Moreover, SBC Illinois strongly believes that allowing MCI electronic access to SBC
161 Illinois' end user service records for marketing purposes discriminates against SBC
162 Illinois. SBC Illinois should not be required to give MCI electronic access to its end user
163 service records for MCI to market its services, when MCI does not provide SBC Illinois
164 (or any other carrier for that matter) an electronic interface to access MCI's end user
165 records. If MCI were to build an electronic interface to its CSR information and grant
166 SBC Illinois access to its end user customer service records, then the discrimination issue
167 would be resolved. But even if the discrimination issue were resolved, the issue of
168 protecting end users' CPNI would remain.

169
170 **Q. MS. LICHTENBERG DESCRIBES THE PRE-ORDER PHASE OF THE SALES**
171 **PROCESS AS ENCOMPASSING "THE ACTIVITIES TAKING PLACE PRIOR**
172 **TO THE TIME THAT THE ORDER IS PLACED AND FINALIZED." WHAT IS**
173 **YOUR RESPONSE?**

174 A. According to Ms. Lichtenberg, MCI apparently considers itself in the Pre-Order phase at
175 the start of a cold call to a potential customer, since that call would commence prior to

176 the time an order could be placed for that customer. Such an expansive view of the Pre-
177 Order phase clearly is incorrect.

178
179 Moreover, § 3.2.2.1 of the OSS appendix, an agreed provision quoted in Ms.
180 Lichtenberg's testimony (at pp. 13-14), confirms that MCI cannot access CPNI as part of
181 the pre-order process until the end user has agreed to switch his service. In particular,
182 MCI has agreed that it "will not access the [CPNI] information specified in this
183 subsection until *after the End User requests that his or her Local Service Provider be*
184 *changed*" to MCI. OSS Appendix § 3.2.2.1 (emphasis added). MCI's resistance to SBC
185 Illinois' proposed language in §§ 2.5, 2.6, and 2.8 suggests that it is seeking to bypass the
186 requirements of § 3.2.2.1 and gain premature access to CSR data.

187

188 **Q. MS. LICHTENBERG ALSO STATES THAT MCI USES OSS TO ACCESS CSR**
189 **DATA BEFORE A CUSTOMER AGREES TO CONVERT TO MCI. WHAT IS**
190 **WRONG WITH THIS ACTIVITY?**

191 A. Ms. Lichtenberg, at page 12 of her testimony, describes the circumstances when MCI
192 uses SBC's OSS to access SBC Illinois' end user CSR information. Her description of
193 when MCI uses SBC Illinois' OSS confirms why SBC Illinois must have language in its
194 interconnection agreements to protect CPNI of its own and other CLECs' customers.
195 MCI should not be pulling CSR information via SBC Illinois' OSS until it has the end
196 user's agreement to have MCI become the end user's new local service provider. If MCI
197 does not have this authority, then it should request a manual CSR consistent with the
198 process described above. Section 222(c)(2) of the FTA requires that, upon a written

199 request of an end user, a carrier must release CPNI to whomever the end user designates.
200 The section does not require that the information be provided through electronic means,
201 however, as MCI is demanding here. SBC's position is consistent with that of MCI and
202 other CLECs who also are not required to provide, and do not provide, SBC Illinois with
203 electronic access to CPNI for their customers.

204

205 **Q. WHAT IS YOUR CONCLUSION REGARDING THIS ISSUE?**

206 A. CPNI is confidential information that should not be available for carriers to use for
207 marketing purposes. SBC Illinois' proposed language is intended to safeguard that
208 information, and the Commission should adopt it.

209

210 **B. SBC ILLINOIS OSS ISSUE 2**
211 **To what extent should MCI be required to indemnify SBC ILLINOIS in the**
212 **event of unauthorized access for use of SBC ILLINOIS'S OSS by MCI**
213 **personnel?**
214 **Section 2.2**

215

216 **Q. WHAT IS THE PARTIES' DISPUTE REGARDING INDEMNIFICATION?**

217 A. Although the parties agree in some instances that MCI must indemnify SBC Illinois for
218 harm done to SBC Illinois' OSS, the parties dispute the scope of the indemnity
219 obligation. In its proposed language, MCI agrees to hold SBC Illinois harmless from any
220 claim made by an end user of MCI or other third party against SBC Illinois for harm
221 caused by or related to MCI's use of OSS. SBC Illinois' proposed language, opposed by
222 MCI, simply provides that, if anyone gains unauthorized access to SBC Illinois' OSS
223 through MCI's workstations or systems, or through MCI's information and/or facilities,
224 MCI will be responsible for the resulting harm.

225

226 Put simply, the dispute focuses on responsibility. With the right and means of access to
227 SBC Illinois' OSS come certain responsibilities and obligations. MCI and other CLECs
228 must be responsible, not only for their employees that use SBC Illinois' OSS, but also for
229 the management and security of their systems and work stations through which their
230 employees, agents, or other third parties could access SBC Illinois' OSS. Otherwise, the
231 OSS could be harmed and SBC Illinois would have difficulty recovering the reasonable
232 expense incurred to correct that harm, especially when the harm is due to unauthorized
233 orders entered through MCI's workstations or systems, over which SBC Illinois has no
234 control.

235

236 **Q. CAN YOU GIVE A COUPLE OF EXAMPLES OF THE KIND OF MISUSE TO**
237 **WHICH YOU ARE REFERRING?**

238 A. Yes. One example involves an outside hacker. If MCI systems communicate with SBC
239 Illinois via an application-to-application interface and a hacker breaks into MCI's
240 mainframe, that hacker could impact SBC Illinois' OSS systems or cause harm to end
241 users of SBC Illinois or another CLEC through MCI's link to SBC Illinois' OSS. A
242 second example is where a disgruntled former MCI employee uses a coworker's user id
243 and password to misuse MCI's OSS to submit unauthorized disconnect orders for end
244 users of MCI or other CLECs.⁵ In both examples, neither a CLEC employee nor its

⁵ While this particular example may sound far-fetched, such malicious disconnects actually happened in another SBC state, as a result of a feud between two CLECs that ended up at the state commission.

245 employees' use of the interface caused the problem. Instead, it was a third party (hacker
246 or disgruntled former employee) that was able to breach the CLEC's computer security,
247 giving the third party the ability to use SBC Illinois' OSS to cause harm to SBC Illinois
248 or another CLECs' end users.

249

250 **Q. BUT IF SOMEONE HARMS SBC ILLINOIS' OSS WITHOUT MCI HAVING**
251 **BEEN AT FAULT, WHY SHOULD MCI BE RESPONSIBLE FOR THAT?**

252 A. Such responsibility is simply an application of the general rule that the party that creates
253 risk should bear the risk. Even though MCI may not have done anything "wrong," MCI
254 must bear responsibility if SBC Illinois suffers harm as a result of MCI's election to avail
255 itself of access to SBC Illinois' OSS. Congress and the FCC require SBC Illinois to
256 allow CLECs to access its OSS, but that requirement should not be applied in a way that
257 imposes on SBC Illinois all the risk of injury that may result.

258

259 CLECs benefit from having access to the OSS, and with each additional point of access
260 there is additional risk that there will be unauthorized access. Because OSS is used by all
261 carriers who are served by SBC Illinois' network and all end users are at risk when a
262 system is misused, it is essential that each user of OSS be responsible for doing all that it
263 can to prevent misuse. As I stated earlier, unauthorized access to OSS can cause harm to
264 SBC Illinois, CLECs, and all end users. SBC Illinois' proposed language appropriately
265 places on MCI the responsibility for controlling access to its workstations and systems by
266 requiring MCI to bear the cost of any access to SBC's OSS gained through MCI's
267 workstations and systems. Because MCI has direct control over access to its systems and

268 workstations, MCI is in the best position to prevent unauthorized access. MCI is thus the
269 correct party to be held responsible if it fails to exercise proper control. Further, placing
270 the burden on SBC Illinois would serve as a disincentive for MCI to prevent OSS misuse
271 at its facilities because it would bear limited financial responsibility. The language MCI
272 opposes here appears in the vast majority of SBC interconnection agreements. While
273 other carriers are willing to take on the responsibility of controlling access to OSS via
274 their connection points, MCI is not. MCI should not be allowed to impose the costs of its
275 actions on other carriers.

276

277 **Q. HAVE OTHER STATE COMMISSIONS CONSIDERED THIS**
278 **INDEMNIFICATION ISSUE?**

279 A. When Ameritech Ohio arbitrated this issue with MCI in 2002, the Public Utilities
280 Commission of Ohio (PUCO) found in favor of Ameritech Ohio and adopted the
281 recommendation of its Arbitration Panel on this issue.⁶ The Arbitration Panel used the
282 following reasoning in support of its conclusion:

283 The Panel finds that Ameritech’s proposed language is reasonable and should be
284 adopted. In reaching this determination, the Panel has attempted to balance
285 Ameritech’s desire to appropriately protect its OSS and MCI’s objection to
286 unjustly incurring financial responsibility for unauthorized access to Ameritech’s
287 OSS. In particular, the Panel relies on the fact that Ameritech agrees that
288 pursuant to its own language, causation remains part of the equation for

⁶ Arbitration Award, *In the Matter of 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*, Docket No. 01-1319-TP-ARB (Jan. 7, 2002) (“*MCImetro Ohio Arbitration*”). In furtherance of the Panel’s recommendation, the PUCO (at p. 56 of its decision) clarified that its approval of Ameritech Ohio’s language was “limited to the financial responsibility caused by a demonstrated incident of unauthorized OSS entry or access into, or use or manipulation of, Ameritech’s OSS from MCI systems, workstations or terminals, or by MCI employees or agents or any third party gaining access through information and/or facilities obtained from or utilized by MCI.” The language SBC Illinois is proposing here reflects precisely that limitation.

289 determining liability. In other words, Ameritech must first establish that the cause
290 of the OSS difficulty originates from MCI prior to MCI's indemnification
291 responsibilities commencing.⁷
292

293 **Q. MCI WITNESS SHERRY LICHTENBERG SUGGESTS THAT THE**
294 **INDEMNIFICATION PROVISIONS IN THE GENERAL TERMS AND**
295 **CONDITIONS ARE SUFFICIENT TO ADDRESS THIS ISSUE. DO YOU**
296 **AGREE?**

297 A. No. The indemnification provisions in the GT&C are too general to address the unique
298 risks associated with OSS. The OSS indemnification language is tailored to OSS, where
299 computer systems can expose SBC Illinois, and other users of OSS, to a much greater
300 level and type of risk. Because OSS serves nearly all competitors in SBC Illinois' service
301 area, the risk to SBC Illinois and other users is significant.

302
303 **Q. MS. LICHTENBERG ALSO CRITICIZES SBC ILLINOIS' PROPOSAL FOR**
304 **REQUIRING INDEMNIFICATION "ABSENT ANY PROOF OF DAMAGES"**
305 **AND FOR LACKING MUTUALITY. DO YOU AGREE?**

306 A. Ms. Lichtenberg's statement about proof of damages makes no sense, because SBC
307 Illinois would have no reason to seek indemnification in the absence of damage to the
308 OSS. Further, mutuality assumes that SBC Illinois has the ability to access and retrieve
309 data from MCI OSSs. That is simply not the case.

310

⁷ Arbitration Panel Report, *MCI metro Ohio Arbitration*, p. 136.

311 While the parties can send responsive communications back and forth (such as SBC's
312 transmitting of a Firm Order of Commitment or MCI's transmitting of a Local Service
313 Request), MCI is not granting SBC access or the ability to retrieve data from MCI's
314 backend systems. Therefore, Ms. Lichtenberg's statement is unwarranted, as there is no
315 potential for damage through OSS access for which SBC could indemnify MCI.
316 Retrieval of data is one-way through SBC's OSS, and it is appropriate for
317 indemnification to be one-way as well.

318

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

320 A. As discussed above, it is imperative that all users of OSS share in the financial risk to the
321 systems to ensure that they do all they can to avoid harm. The Commission should
322 conclude that the indemnification proposed by SBC Illinois is the most logical way to
323 share that risk.

324

325 **IV. APPENDIX LINE SPLITTING**

326 **A. SBC ILLINOIS LINE SPLITTING ISSUE 4**
327 **What provisioning intervals should apply for Line Splitting?**
328 **Section 7.8**

329

330 **Q. CAN YOU EXPLAIN THIS ISSUE?**

331 A. MCI is proposing contract language which would require SBC Illinois to provision line
332 splitting in three business days, regardless of the provisioning intervals required for the
333 underlying UNE's which make up line splitting.

334

335 **Q. MCI WITNESS SAM TENERELLI CLAIMS ON PAGE 5 OF HIS DIRECT**
336 **TESTIMONY THAT AN INTERVAL OF THREE BUSINESS DAYS IS**
337 **APPROPRIATE FOR LINE SPLITTING. CAN YOU ADDRESS THIS?**

338 A. Yes, I can. SBC Illinois' OSS have been programmed to issue line splitting orders based
339 on the requirements of the underlying UNEs used in line splitting, the Unbundled Port
340 and the xDSL loop. The provisioning interval for an xDSL loop is five business days.
341 Therefore, SBC Illinois' OSS interface issues orders for line splitting with an interval of
342 five business days.

343
344 **Q. WOULD THIS LANGUAGE DEMAND A CHANGE IN PROCESS FOR SBC**
345 **ILLINOIS?**

346 A. Yes, it would. SBC Illinois would be required to make programming changes to its OSS.
347 These changes would involve new requirements so that the system recognizes that the
348 underlying UNEs being used in the line splitting scenario are be treated differently than
349 when used alone.

350
351 Changes of this magnitude take up considerable amounts of time and expense. In order
352 to meet the requirements of the language being proposed by MCI, SBC Illinois would
353 have to delay other CLECs changes which have been submitted and ranked a higher
354 priority in the Change Management Process ("CMP"). This problem is further
355 exacerbated by the FCC's ruling in the *Triennial Review Order* that Unbundled Local
356 Switching (ULS) is no longer a required UNE, as discussed in the testimony of Carol
357 Chapman.

358

359 **B. SBC ILLINOIS LINESPLITTING ISSUE 6**
360 **What terms and conditions for maintenance and repair should apply to Line**
361 **Splitting?**
362 **Sections 3.12, 8.2, 8.2.1**

363 **Q. SHOULD SBC ILLINOIS MAKE AVAILABLE STANDARD TROUBLE**
364 **REPORTING PRACTICES FOR UNES USED IN LINE SPLITTING**
365 **ARRANGEMENTS?**

366 **A.** Yes. SBC Illinois offers standard trouble reporting processes for UNEs that may be used
367 in a line splitting arrangement. SBC Illinois' OSS are designed to support trouble
368 reporting for the UNEs actually provisioned by SBC Illinois, and in the manner in which
369 they are provisioned. MCI's proposed language, however, would require SBC Illinois to
370 provide OSS support that treats physically separate UNEs (the xDSL loop and ULS-ST
371 Port) as if they were a UNE-P that is wholly contained within SBC Illinois' network. For
372 example, processes are in place to check for dial-tone when requested by the CLEC on
373 UNE data-only loops to assist CLECs in isolating trouble conditions. No new trouble
374 reporting processes need to be developed specific to line splitting. It is important that
375 SBC Illinois OSS reflect the nature of the UNEs provisioned. Common sense dictates
376 that the standard reporting processes for each UNE used in a line splitting arrangement
377 shall be the standard processes already in place for that UNE. SBC Illinois' OSS treats
378 the UNE in the manner in which it is actually provided to the CLEC (e.g., as a UNE
379 loop). For additional information related to these issues, see the testimony of Carol
380 Chapman.
381

382

383 **Q. WOULD THIS LANGUAGE DEMAND A CHANGE IN PROCESS FOR SBC**
384 **ILLINOIS?**

385 A. Yes. MCI's proposed language would require SBC Illinois to implement a new trouble
386 reporting process for UNEs used in a line splitting arrangement, a process different from
387 the trouble reporting processes for those same UNEs not used in a line splitting
388 arrangement. MCI's contract language would require SBC Illinois to administer its
389 trouble reporting practices based on the CLEC's particular use of the UNE, which is out
390 of SBC Illinois' control. For example, once the elements are "split," they have physically
391 different inventories and locations that are not related in the line records, where a UNE-P
392 (although a UNE element) only has one line record for inventory and service assurance
393 purposes. Considering the number of CLECs providing service in Illinois, the CLEC-
394 proposed new process would not only be burdensome, it would also be virtually
395 impossible to administer operationally.

396

397 **C. SBC ILLINOIS LINESPLITTING ISSUE 7**
398 **Should SBC ILLINOIS's mechanized loop testing be limited to when MCI is**
399 **leasing the ULS-ST UNE in a Line Splitting arrangement?**
400 **Section 8.6.1**

401 **Q. SHOULD SBC ILLINOIS BE REQUIRED TO ESTABLISH ADDITIONAL**
402 **TESTING FOR CLECS THAT ENGAGE IN LINE SPLITTING?**

404 A. No, the fact that CLECs engage in line splitting should not increase the testing
405 obligations imposed on SBC Illinois. SBC Illinois has established OSS for handling
406 maintenance and repair (including any applicable testing necessary for trouble isolation)
407 procedures for the UNEs that are used in a line splitting arrangement. SBC Illinois' OSS

408 is designed to support testing for the UNEs actually provisioned by SBC Illinois. MCI's
409 proposed language, however, would require SBC Illinois to provide OSS support for
410 MCI's (or its partnering CLECs') network. SBC Illinois provides OSS support for the
411 UNEs it provides, but as an operational and technical matter, cannot provide OSS for
412 another carrier's network elements. Therefore, the CLECs' proposed language requiring
413 SBC Illinois to provide support for testing of facilities that do not belong to SBC Illinois
414 is inappropriate and must be rejected.

415

416 To the extent that MCI wishes to obtain operational support for physical components of a
417 partnering CLEC's network, it must work out such an arrangement with the partnering
418 CLEC. For additional detail related to this issue, see the testimony of Carol Chapman.

419

420 **V. APPENDIX UNE**

421 **A. SBC ILLINOIS UNE ISSUE 14**

422 **What processes should apply to the conversion of wholesale services to UNE?**

423 **Section 6.2**

424 **SBC ILLINOIS UNE ISSUE 24**

425 **What processes should apply to commingling requests?**

426 **Section 7.8**

427

428 **Q. CAN YOU EXPLAIN THE PARTIES' DISPUTE?**

429 A. MCI proposes contract language that would require SBC Illinois to perform all requests
430 for commingling conversions of whole services to UNE's in a specific manner, without
431 regard to the development of processes and procedures necessary to handle them. Instead
432 of ad hoc bilateral demands, SBC Illinois must be given appropriate notification and time
433 to develop such processes via the Change Management Process.

434

435 **Q. HOW SHOULD NEW ORDERING PROCESSES FOR COMMINGLING BE**
436 **DEVELOPED?**

437 A. New processes for ordering commingling and wholesale conversions to UNEs should be
438 developed through CMP. CMP is the 13-State collaborative process by which CLECs
439 and/or SBC Illinois identify, submit, discuss, and resolve all process-related issues,
440 including commingling. It standardizes the procedure by which a change is requested
441 and the process by which it is assessed for technical and business impact, and affords
442 industry-wide participants an opportunity to comment on proposed process changes.

443 Among other important benefits, the CMP ensures all potentially-affected carriers have a
444 voice in changing processes and that the established processes are consistent on a 13-state
445 basis.

446

447 **Q. HAS MCI IDENTIFIED ANY PROCESSES FOR COMMINGLING OR**
448 **CONVERSIONS OF WHOLESALE SERVICES TO UNE'S THAT SBC**
449 **ILLINOIS DOES NOT ALREADY MAKE AVAILABLE?**

450 A. No, MCI has made no effort to provide descriptions of any commingling or conversion
451 requests for which SBC Illinois does not already have processes in place. SBC Illinois'
452 language simply accounts for the fact that not all requests for commingling and
453 conversions of wholesale services to UNE's have been or can be contemplated at the
454 inception of this agreement. It would be impossible for SBC Illinois to anticipate every
455 type of request for commingling or conversion that might be requested. Therefore, SBC
456 Illinois' language commits to develop processes where they are not already in place, and

457 to do so across the industry, via CMP guidelines, so that uniform processes can be
458 implemented for all CLECs.

459

460 **VI. CONCLUSION**

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

462 **A.** Yes, but I reserve the right to supplement my testimony at a later time.