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June 27, 2001

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

By Hand

Ms. Magalie R. Salas
Secretary
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, D.C. 20554

Re: *WorldCom, Cox, and AT&T ads. Verizon*
CC Docket Nos. 00-218, 00-249, and 00-251

Dear Ms. Salas:

Enclosed for filing on behalf of Verizon, please find four copies of Verizon's Objections to AT&T's Third Set of Data Requests.

Please do not hesitate to call me with any questions.

Very truly yours,



Kimberly A. Newman

cc: Dorothy T. Attwood (8 copies)(by hand)
David Levy, Esq.
Mark A. Keffer, Esq.

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List A B C D E

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In the Matter of)	
Petition of WorldCom, Inc. Pursuant)	
to Section 252(e)(5) of the)	
Communications Act for Expedited)	
Preemption of the Jurisdiction of the)	CC Docket No. 00-218
Virginia State Corporation Commission)	
Regarding Interconnection Disputes)	
with Verizon Virginia Inc., and for)	
Expedited Arbitration)	
)	
In the Matter of)	
Petition of Cox Virginia Telecom, Inc.)	
Pursuant to Section 252(e)(5) of the)	
Communications Act for Preemption)	CC Docket No. 00-249
of the Jurisdiction of the Virginia State)	
Corporation Commission Regarding)	
Interconnection Disputes with Verizon)	
Virginia Inc. and for Arbitration)	
)	
In the Matter of)	
Petition of AT&T Communications of)	
Virginia Inc., Pursuant to Section 252(e)(5))	CC Docket No. 00-251
of the Communications Act for Preemption)	
of the Jurisdiction of the Virginia)	
Corporation Commission Regarding)	
Interconnection Disputes With Verizon)	
Virginia Inc.)	

**VERIZON VIRGINIA INC.'S OBJECTIONS
TO AT&T'S THIRD SET OF DATA REQUESTS**

In accordance with the Procedures Established for Arbitration of Interconnection Agreements Between Verizon and AT&T, Cox and WorldCom, CC Docket Nos. 00-218, 00-249, 00-251, DA 01-270, Public Notice (CCB rel. February 1, 2001), Verizon Virginia Inc. ("Verizon") objects as follows to the Third Set of Data Requests served on Verizon by AT&T Communications of Virginia ("AT&T") on June 22, 2001.

GENERAL OBJECTIONS

1. Verizon objects to AT&T's Data Requests to the extent that all or any of them seek confidential business information covered by the Protective Order that was adopted and released on June 6, 2001. Such information will be designated and produced in accordance with the terms of the Protective Order.

2. Verizon objects to AT&T's Data Requests to the extent that all or any of them seek attorney work product or information protected by the attorney-client privilege.

3. Verizon objects to AT&T's Data Requests to the extent that all or any of them, when read in conjunction with the instructions and definitions contained therein, seek information that is neither relevant to this case nor likely to lead to the discovery of admissible evidence, or otherwise seek to impose upon Verizon discovery obligations beyond those required by 47 CFR § 1.311 et seq.

4. Verizon objects to AT&T's Data Requests to the extent that all or any of them, when read in conjunction with the instructions and definitions contained therein, are overly broad and unduly burdensome.

5. Verizon objects to AT&T's Data Requests to the extent that all or any of them, when read in conjunction with the instructions and definitions contained therein, seek information from independent corporate affiliates of Verizon Virginia Inc., or from board members, officers or employees of those independent corporate affiliates, that are not parties to this proceeding.

6. Verizon objects to AT&T's Data Requests to the extent that all or any of them, when read in conjunction with the instructions and definitions contained therein, seek information relating to operations in any territory outside of Verizon Virginia Inc. territory.

7. Verizon objects to AT&T's Data Requests to the extent that all or any of them, when read in conjunction with the instructions and definitions contained therein, seek discovery throughout the Verizon footprint. This proceeding involves only Verizon Virginia Inc. and relates only to the terms of interconnection and resale in Virginia. Moreover, as the Commission has assumed the jurisdiction of the Virginia State Corporation Commission in this matter, it has no jurisdiction over Verizon entities that do not conduct business in Virginia. See Memorandum Opinion and Order, In the Matter of Petition of AT&T Communications of Virginia, Inc. for Preemption Jurisdiction of the Virginia State Corporation Commission Pursuant to Section 252(E)(5) of the Telecommunications Act of 1996, CC Docket No. 00-251 (January 26, 2001).

8. Verizon objects to AT&T's Data Requests to the extent that all or any of them, when read in conjunction with the instructions and definitions contained therein, seek information that is confidential or proprietary to a customer, CLEC or other third party. Verizon has an obligation to safeguard such information from disclosure. Thus, while Verizon may be in possession of such information, it does not have the authority to disclose that information to AT&T or any other entity.

SPECIFIC OBJECTIONS

In addition to the foregoing General Objections and without waiver of same, Verizon objects specifically to AT&T's Data Requests as follows:

ITEM: AT&T 3-1 When a retail local service customer of Verizon no longer receives service (e.g. is disconnected) from VZ-VA's network, is there typically any type of physical work that is involved in the performance of such a disconnect? Please describe the overall process and, in addition, specifically address the following:

(A) Are there any hardware or facilities that are physically removed or altered in order to disconnect a customer from its network?

(B) What happens to the embedded facilities that were utilized to serve a customer that has been disconnected?

(C) Are these facilities available to CLECs?

REPLY: See General Objections.

VZ VA #84

ITEM: AT&T 3-2 Will VZ-VA permit CLECs to access VZ-VA's individual network elements at points other than at their collocation sites so that CLECs may make the desired combinations themselves?

- (A) If so, please identify and describe the circumstances where VZ-VA would permit such access for the purposes of allowing CLECs to combine network elements themselves, including but not limited to an identification of where the access will be provided, e.g. common area, frame room, pedestal.
- (B) If not, please identify and describe the reasons for not allowing CLECs to combine network elements outside of a collocation environment.
- (C) Please provide any relevant documentation that supports VA-VZ's position either way.

REPLY: See General Objections.

VZ VA #85

ITEM: AT&T 3-3 Will VZ-VA permit AT&T to serve brand new locations (e.g. new apartment complexes or subdivisions) through UNE combinations? If so, please provide all documents including, but not limited to tariffs or contracts, that identify the terms, conditions and charges by which VZ-VA will permit AT&T to serve such brand new locations via UNE combinations? If not, please describe and support VZ-VA's position for not permitting AT&T and other CLECs to serve brand new locations via UNE combinations.

REPLY: See General Objections.

VZ VA #86

ITEM: AT&T 3-4 Which UNEs does VZ-VA interpret as being “currently combined” and therefore available to AT&T?

- a. Please specifically identify all the criteria that are relevant to Verizon making a determination whether or not two UNEs are “currently combined.”
- b. Please list all available combinations.
- c. Please provide a copy of all written VZ-VA internal methods and procedures, guidelines, instructions and any other documents that are used by VZ-VA personnel to decide whether or not an order for UNE combinations satisfies VZ-VA criteria for “currently combined” UNEs.
- d. Please identify by name, title and location all VZ-VA personnel who are responsible for reviewing UNE combination orders to verify their compliance with VZ-VA criteria for “currently combined.”
- e. Under what VZ-VA conditions would any of these combinations, which VZ-VA indicates are currently available to AT&T, not be available in the future?

REPLY: See General Objections.

VZ VA #87

ITEM: AT&T 3-5 Are there any combinations of UNEs that AT&T requests for which Verizon believe it is technically infeasible to provide the elements in combination? If so, please identify and explain why such combinations are not technically feasible.

REPLY: See General Objections.

VZ VA #88

ITEM: AT&T 3-6 In response to Issue III-7, on page 83, Verizon states: “Verizon has developed ordering processes that apply industry-wide to facilitate ordering by all CLECs.” With regards to this statement:

- (A) Identify the ordering format standards that Verizon is referring to when discussing special access to UNE conversions in the context of Virginia.
 - (i) Are the ordering format standards in any way based upon the Access Service Request (ASR) standard;
- (B) Does Verizon assert that its implementation of the ordering format(s) are referenced in or follow any industry-wide implementation standard beyond those developed by Verizon for its own use.
- (C) Define the meaning of “industry-wide” as used in this response. Specifically:
 - (i) Is the phrase limited to how Verizon interacts with carriers in Virginia? More specifically, to the extent that the industry-wide process would appear to have different requirements to a carrier requesting a conversion in the former GTE territory in Virginia compared to a conversion of a circuit located elsewhere in Verizon’s operating territory, identify all perceptible differences in requirement for that requesting carrier.
 - (ii) Is there any distinction with regards to the meaning of “industry-wide” when Verizon uses the term in conjunction with the ordering format(s) employed as compared to the ordering process(es) employed?
- (D) Identify any carrier representative(s) who provided input with respect to the “industry” needs related to ordering conversions of special access to UNEs, the dates and means used to gather such input, and the most recent estimates of the number or proportion of special access circuits, in aggregate, that the companies supplying such input represent of the total number of circuits that the industry, within Virginia, might seek to convert from special access configurations to UNEs.

REPLY:

See General Objections.

VZ VA #89

ITEM: AT&T 3-7 In Virginia, has Verizon established customer contracts, whether for retail or wholesale purposes, that include a termination liability if the customer terminates service before the termination of the agreement? If so, please provide answers to the following:

- (A) What principles or practices does Verizon follow in setting the level of the termination liability?
- (B) Has Verizon ever waived or reduced the termination liability associated with any such contracts?
 - (i) If so, identify the situations where this occurred and the policy that was employed in determining that the termination liability should be waived or otherwise modified.
- (C) To the extent that Verizon responds affirmatively to (B), please reconcile the practice with Verizon's statement that "Verizon should treat AT&T just as it treats other customers that have terminated services taken pursuant to tariff." (*See Verizon Response at 83*).
 - (i) Referring to the statement quoted in (C), define the term "tariff" specifically addressing whether the term encompasses customer-specific pricing arrangements.
 - (ii) If the term does include customer-specific pricing arrangements, how many of such arrangements currently in effect for services including Virginia services have termination liabilities, and how many do not?
 - (iii) Please provide a copy of one such arrangement that has a termination liability, and a copy of one such arrangement that does not have a termination liability. For purposes of compliance with this question, the name of the customer and any customer-identifying information may be redacted.
- (D) Please define specifically what VZ-VA considers to be "termination" of service under a pricing plan that provides a discount in exchange for volume and/or term commitments.

If not, why not.

- (i) Please provide a copy of all access tariff rules and regulations (both federal and state) that define when a pricing plan is terminated, and the consequences to the customer of such termination.

 - (iii) If Verizon and one of its customers negotiates a revised agreement to replace one that had not yet expired, would Verizon consider the customer as having “terminated” service?
- (E) Do any of Verizon’s customer-specific pricing agreements provide for renegotiation or adjustment of pricing and/or volume commitments in a customer-specific agreement without application of a termination liability?
- (i) Please provide a copy of each customer-specific pricing arrangement for services including Virginia services that has provisions that would permit a customer to alter volume and/or term commitments and avoid termination liabilities under specified circumstances. For purposes of compliance with this question, the name of the customer and any customer-identifying information may be redacted.

 - (ii) Has there been an instance where Verizon automatically lowered the contractual pricing (e.g., via indexing contractual charges to changes in month-to-month service pricing) or made a similar adjustment without applying the contractual termination liability?

REPLY:

See General Objections.

VZ VA #90

ITEM: AT&T 3-8 In the Verizon footprint, excluding Virginia, has Verizon established customer contracts, whether for retail or wholesale purposes, that include a termination liability if the customer terminates service before the termination of the agreement? If so, please provide answers to the following:

- (A) What principles or practices does Verizon follow in setting the level of the termination liability?
- (B) Has Verizon ever waived or reduced the termination liability associated with any such contracts?
 - (i) If so, identify the situations where this occurred and the policy that was employed in determining that the termination liability should be waived or otherwise modified.
- (C) To the extent that Verizon responds affirmatively to (B), please reconcile the practice with Verizon's statement that "Verizon should treat AT&T just as it treats other customers that have terminated services taken pursuant to tariff." (*See Verizon Response at 83*).
 - (i) Referring to the statement quoted in (C), define the term "tariff" specifically addressing whether the term encompasses customer-specific pricing arrangements.
 - (ii) If the term does include customer-specific pricing arrangements, how many of such arrangements currently in effect for services have termination liabilities, and how many do not?
 - (iii) Please provide a copy of one such arrangement that has a termination liability, and a copy of one such arrangement that does not have a termination liability. For purposes of compliance with this question, the name of the customer and any customer-identifying information may be redacted.
- D) Please define specifically what VZ-VA considers to be "termination" of service under a pricing plan that provides a discount in exchange for volume and/or term commitments.

If not, why not.

- (i) Please provide a copy of all access tariff rules and regulations that define when a pricing plan is terminated, and the consequences to the customer of such termination. If the other state rules and regulations are substantially similar to the ones for Virginia submitted in response to Question 7(D)(i), above, please so state, in which event copies of other state tariffs need not be provided.
 - (ii) Has Verizon and one of its customers negotiated a revised agreement to replace one that had not yet expired and as a result, has Verizon considered the customer as having “terminated” service?
- (E) Do any of Verizon’s customer-specific pricing agreements provide for renegotiation or adjustment of pricing and/or volume commitments in a customer-specific agreement without application of a termination liability.
- (i) Please define specifically what VZ-VA considers to be “termination” of service under a pricing plan that provides a discount in exchange for volume and/or term commitments. If not, why not.
 - (ii) Please provide a copy of all access tariff rules and regulations that define when a pricing plan is terminated, and the consequences to the customer of such termination. If the other state rules and regulations are substantially similar to the ones for Virginia submitted in response to Question 7(D)(i), above, please so state, in which event copies of other state tariffs need not be provided.
 - (ii) Has Verizon and one of its customers negotiated a revised agreement to replace one that had not yet expired and as a result, has Verizon considered the customer as having “terminated” service?

REPLY: See General Objections.

VZ VA #91

ITEM: AT&T 3-9 At page 83 of its Response, Verizon states:

“The tariffed termination liabilities are designed to make Verizon whole if the services are cancelled prematurely, as happens when a carrier asks to replace them with network elements.”

Please define the phrases “make Verizon whole” and “cancelled prematurely” as used in that sentence.

REPLY: See General Objections.

VZ VA #92

ITEM: AT&T 3-10 For its own traffic, does Verizon's engineering practice specify that local exchange service (e.g. local) and toll services be routed on separate trunk facilities between offices?

- (A) Has Verizon undertaken any engineering studies directed at reconfiguring its network of facilities and switches following authorization to provide interLATA long distance services. If so, do such studies require that local and long distance traffic utilize separate trunk group and if so, must those trunk groups be placed in separate physical facilities.
- (B) Do such studies assume that local private line circuits and what would currently be considered interexchange private line circuits must be placed on the different physical facilities?
- (C) Do such studies require that private line circuits and inter-switch trunks be placed on separate physical facilities? If not, why are such limitations not imposed?

REPLY: See General Objections.

VZ VA #93

ITEM: AT&T 3-11 Do any physical/technical/engineering difference(s) exist that prevent a loops and transport facilities, purchased as a special access configuration (e.g., a channel termination and interoffice dedicated transport) that prevent the combination from being used to provide exchange access service? If so, please identify and describe those differences.

REPLY: See General Objections.

VZ VA #94

ITEM: AT&T 3-12 Does VZ-VA have the necessary mechanisms in place to determine whether or not a circuit that a CLEC seeks to convert to UNEs is carrying a “significant amount of local exchange service” as defined in the FCC’s Supplemental Order Clarification?

- (A) If so, please describe the systems, procedures, and processes involved in making such a determination.
- (B) If not, does VZ-VA plan to verify whether or not a CLEC that submits a conversion order to convert services to UNE combinations has met the criteria set forth in the Commission’s Supplemental Order Clarification? If so, how and when will Verizon accomplish this verification?

REPLY: See General Objections.

VZ VA #95

ITEM: AT&T 3-13 Please identify and list all instances in which VZ-VA believes that it is technically necessary to disconnect existing services and/or facilities that AT&T requests to have replaced by UNEs and/or UNE combinations?

(A) For those instances in which VZ-VA believes a disconnect is technically necessary, please describe the circumstances that make such a disconnect technically necessary. Please be sure to supply any relevant documentation that supports VZ-VA's contention that such a disconnect is technically necessary.

REPLY: See General Objections.

VZ VA #96

ITEM: AT&T 3-14 Does VZ-VA guarantee that when it decides that it must physically disconnect existing services that are being converted to UNEs that such a disconnect will not result in a customer-affecting loss of service (e.g. loss of dial-tone)? If not, why not.

REPLY: See General Objections.

VZ VA #97

ITEM: AT&T 3-15 What is involved in converting VZ services to UNEs and/or UNE combinations when VZ deems that a conversion does not require the network elements to be physically disconnected? Please identify and describe all processes involved.

REPLY: See General Objections.

VZ VA #98

ITEM: AT&T 3-16 Does VZ-VA propose applying different recurring or non-recurring charges for purchased network elements initially purchased as a combination compared to those converted from a service configuration to a UNE combination? If so, please identify the circumstances under which differing charges apply and indicate the associated rate schedule for such charges?

REPLY: See General Objections.

VZ VA #99

ITEM: AT&T 3-17 Does VZ-VA propose or apply differing maintenance and provisioning standards or commitments when a combinations of Verizon network facilities and equipment are purchased as a service (e.g. out of an access tariff) compared to being purchased as a combination of network elements, whether initially or via a conversion process (e.g. when a SA circuit/service is converted to a combination of UNEs)?

- (A) If so, please identify all instances in which different maintenance and/or provisioning standards apply and specify the difference in performance/support commitments.
- (B) Identify all technical considerations that require that such differences exist.

REPLY: See General Objections.

VZ VA #100

ITEM: AT&T 3-18 What system and/or process issues has VZ-VA identified that prevent it from accepting the conversion of multiple circuits (from a special access configuration to a UNE combination) using a single conversion orders?

REPLY: See General Objections.

VZ VA #101

ITEM: AT&T 3-19 Has Verizon determined that the Access Service Request (ASR) format and/or process cannot support the conversion of multiple circuits (from a special access configuration to a UNE combination) using a single conversion orders? If so, describe in detail all considerations leading to this conclusion?

REPLY: See General Objections.

VZ VA # 102

ITEM: AT&T 3-20 Will VZ-VA apply UNE pricing retroactively to the conversion orders initial firm order confirmation due date even if VZ-VA ultimately completes the order at a later date? If so, please identify and describe the processes that are in place (or will be in place) in order to ensure that such pricing will be applied retroactively. If not, please describe why such retroactive pricing will not be applied?

REPLY: See General Objections.

VZ VA #103

ITEM: AT&T 3-21 On page 129 of Verizon's Response, Verizon stated:

"In the context of a trial in another state, Verizon's experience demonstrated that CLECs who gained direct access to Verizon's facilities did not submit accurate reports of their activity."

- (A) Identify the state, the time frame, the scope of the trial and all the carriers that were engaged in the trial referred to by Verizon.
- (B) Did Verizon raise an objection to the relevant state commission(s) overseeing the trial relating to the accuracy of the information reported?
 - (i) If so, when were such objections raised, through what mechanism and what was the result of the objection raised by Verizon?
- (C) Did the Commission and/or its Staff issue any opinion(s) regarding the nature of the trial? If so, when were such opinion(s) rendered and, if rendered in written form, identify sufficient information so that copies of the opinions can be obtained.
- (D) Did the relevant state Commission issue any Order(s) drawing conclusions whether or not a CLEC may access the wiring to which Verizon is referring?
 - (i) If so, please identify all such orders, the dates of such orders and information sufficient so that copies of the orders may be obtained. In addition, identify specific citations that Verizon believe supports its requirement that "its own employees be present when all cross-connection and other work are performed on any portion of the network Verizon owns or controls."

REPLY: See General Objections.

VZ VA #104

ITEM: AT&T 3-22 Assume the following: a CLEC accesses on-premises privately-owned wiring from the customer side of the cross-connection device upon which Verizon terminates its facilities and the CLEC lifts the from the terminal device and splices the privately-owned wiring to wiring connected to a terminal device upon which that CLEC's facilities are terminated. In that scenario, identify all portions of the Verizon network that the CLEC accesses through such a re-termination.

REPLY: See General Objections.

VZ VA #105

ITEM: AT&T 3-23 How does Verizon define the term “end user” for purposes of applying the FCC’s Rule 51.319(c)(2) and if this definition is based on a nationally recognized standard, please identify the standard upon which this determination is made that two physically different locations are associated with a single customer?

- (A)** Does Verizon employ any internal data bases that seek to identify multiple physical locations as belonging to a single retail customer? If so, what criteria is used to determine that the individual locations are associated with a single customer? Has Verizon undertaken any studies or is there any internal documentation that describes the accuracy of Verizon’s efforts to associate multiple physical locations with a single retail customer?
- (B)** Is the compensation for Verizon sales personnel based in part upon the sales to “customers” that may have multiple physical locations?
 - (i)** If so, provide the name and title of the individual responsible for defining the term “end user” for purposes of sales compensation and for associating multiple locations with a single customer.

REPLY: See General Objections.

VZ VA #106

ITEM: AT&T 3-24 Separately for each of the most recent 12 months, please provide Performance Measurements Results Reports (*aka* performance metrics results reports) for CLECs in the aggregate for VZ-VA hot-cut provisioning process over the past 12 months, including but not limited to internal draft memos and spreadsheets in both paper and electronic medium where available. If available, please provide a disaggregated version of this report by anonymous CLEC (e.g. CLEC A, CLEC B, CLEC C, CLEC D, etc.).

REPLY: See General Objections.

VZ VA #107