

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

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)
Virginia State Corporation Commission)
Regarding Interconnection Disputes)
with Verizon Virginia Inc., and for)
Expedited Arbitration)

DOCKET FILE COPY ORIGINAL

CC Docket No. 00-218

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JUN 29 2001

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

CC Docket No. 00-249

In the Matter of)
Petition of Cox Virginia Telecom, 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 Arbitration)

In the Matter of)
Petition of WorldCom Communications of)
Virginia Inc., Pursuant to Section 252(e)(5))
of the Communications Act for Preemption)
of the Jurisdiction of the Virginia)
Corporation Commission Regarding)
Interconnection Disputes With Verizon)
Virginia Inc.)

CC Docket No. 00-251

**VERIZON VIRGINIA INC.'S OBJECTIONS
TO WORLDCOM'S FIRST SET OF DATA REQUESTS**

In accordance with the Procedures Established for Arbitration of Interconnection Agreements Between Verizon and WorldCom, 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 First Set of Data Requests served on Verizon by WorldCom, Inc. ("WorldCom") on June 26, 2001.

GENERAL OBJECTIONS

1. Verizon objects to WorldCom'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 WorldCom'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 WorldCom'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 WorldCom'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 WorldCom'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 WorldCom'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 WorldCom'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 WorldCom 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 WorldCom'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 WorldCom or any other entity.

SPECIFIC OBJECTIONS

In addition to the foregoing General Objections and without waiver of same, Verizon objects specifically to WorldCom's Data Requests as follows:

ITEM: WCOM 1-1 Please provide copies of all the responses provided by Verizon to data requests or document production requests propounded by other parties in FCC Docket Nos. 00-251 and 00-249.

REPLY: No objection.

VZ VA #141

ITEM: WCOM 1-2 Does Verizon render bills on behalf of independent local exchange telephone companies in Virginia? If so, please explain under what circumstances it does so, for what types of calls, and provide details regarding the collections and disbursements associated with the process.

REPLY: See General Objections.

VZ VA #142

ITEM: WCOM 1-3 Is a fiber meet point form of interconnection technically feasible?
If your response is anything other than an unqualified yes, please
explain in detail?

REPLY: See General Objections.

VZ VA #143

ITEM: WCOM 1-4 Do CLEC's have the right to establish local calling areas which are different from those established by Verizon? If your response is anything other than an unqualified yes, please explain in detail.

REPLY: See General Objections.

VZ VA #144

ITEM: WCOM 1-5 Which of Verizon-Virginia's tandems face exhaust? Please provide a detailed explanation regarding the exhaust faced by any tandem so identified, including information regarding port and processor capacity and usage.

REPLY: See General Objections.

VZ VA #145

ITEM: WCOM 1-6 Please describe what Verizon means by an end-point fiber meet.

REPLY: See General Objections.

VZ VA #146

ITEM: WCOM 1-7 Please describe the costs recovered by Verizon's Transit Service Trunking Charge and Transit Billing Fee. Please provide any studies, documents, or writings which address development of these charges.

REPLY: See General Objections.

VZ VA #147

ITEM: WCOM 1-8 Is it Verizon's position that it will agree to two-way trunking only if Verizon's Virtual Geographically Relevant Interconnection Point proposal is accepted? If your answer is anything other than an unqualified yes, please explain in detail.

REPLY: See General Objections.

VZ VA #148

ITEM: WCOM 1-9 Would compensation for interconnection facilities be owed in an end point fiber meet point arrangement? Please explain in detail the rationale underlying your answer.

REPLY: See General Objections.

VZ VA #149

ITEM: WCOM 1-10 Is it Verizon's position that loops served over IDLC cannot be unbundled without moving the customer to a different loop? If so, please explain why Verizon believes this is so.

REPLY: See General Objections.

VZ VA #150

ITEM: WCOM 1-11 Is Verizon responsible for any of the cost associated with interconnection between it and a CLEC? Please explain in detail the rationale underlying your answer.

REPLY: See General Objections.

VZ VA #151

ITEM: WCOM 1-12 Does Verizon-Virginia provide Foreign Exchange service? If so, please explain the nature of the service and the benefit it affords customers who subscribe to it.

REPLY: See General Objections.

VZ VA #152

ITEM: WCOM 1-13 What charges are applicable when WorldCom orders a one-way interconnection trunk from Verizon? When a two-way trunk is used for interconnection what charges are applicable and is there any sharing of the cost of the two-way trunk?

REPLY: See General Objections.

VZ VA #153

ITEM: WCOM 1-14 On what basis does Verizon rate its end-users' traffic as local or toll?

REPLY: See General Objections.

VZ VA #154

ITEM: WCOM 1-15 In what respect is a CLEC's use of Verizon's OSS a "license"?

REPLY: See General Objections.

VZ VA #155

ITEM: WCOM 1-16 Is it Verizon's position that it can interrupt service or disconnect network elements used to provide service when a customer migrates service to WorldCom via UNE-P, even if WorldCom has not requested such interruption or disconnection? If your answer is anything other than an unqualified no, please explain in detail.

REPLY: See General Objections.

VZ VA #156

ITEM: WCOM 1-17 Please provide Verizon-Virginia's special access revenue for the most recent calendar year for which data is available.

REPLY: See General Objections.

VZ VA #157

ITEM: WCOM 1-18 Will Verizon provide loop-transport combinations which terminate in a WorldCom local switch?

REPLY: See General Objections.

VZ VA #158

ITEM: WCOM 1-19 Can a CLEC that wishes to engage in line splitting over a UNE-P configuration submit to Verizon a UNE-P order with a notion that the order is for a line which includes data services? If your answer is anything other than an unqualified yes, please explain in detail.

REPLY: See General Objections.

VZ VA #159

ITEM: WCOM 1-20 For each of the scenarios set forth below in paragraphs (a) through (x), please provide separately answers to questions 20.A, 20.A-1, 20.A-2, 20.A.3, 20.B, 20.B-1, 20.B-2, 20.B.3. In each scenario, V-CLEC denotes the voice CLEC and D-CLEC denotes the DSL provider, which may be the V-CLEC itself or an advanced services provider authorized by the V-CLEC. Unless otherwise specified, all of the scenarios assume that the voice service being provided or being sought to be provided by the V-CLEC is through a UNE-P configuration. ILEC refers to Verizon-Virginia.

A. Please state whether the desire of the customer set forth in the scenario can be fulfilled by the V-CLEC, D-CLEC, or customer ordering through Verizon's OSS?

A.1. If the answer is yes, identify the language in Verizon's proposed contract that would allow the desire to be fulfilled.

A.2. If the answer is anything other than yes, state whether the customer's desire could be fulfilled in some other manner and describe with specificity what that manner would be. Identify all applicable cost or prices associated with such manner and provide all support for the calculation of such cost or price.

A.3. If in (a), (b), (l), (m), (n), (o), (p), (q), (s), and (t) there would be an interruption of service in the scenario, please describe the nature of the interruption. If the qualification of "without interrupting or losing" were removed, would the answers to 20.A, 20.A.1, and 20.A.2 be any different? If so, please indicate what the answers would be.

B. Do the answers to 20.A, 20.A.1, 20.A.2 or 20.A.3 change or vary depending upon whether:

B.1. ILEC is using UDLC for voice (if applicable)?

B.2. ILEC is using UDLC for data (if applicable)?

B.3. ILEC is using IDLC for voice and its affiliate is using IDLC for data (if applicable)?

- B.4. ILEC is using IDLC for voice and its affiliate is using UDLC for data (if applicable)?
- B.5. V-CLEC is providing voice service via UDLC?
- B.6. V-CLEC is providing voice service via IDLC?

If so, explain in detail how the answers change or vary.

SCENARIOS (a) – (x)

(a). The customer subscribes to voice service from ILEC and DSL service from ILEC (including its advanced services affiliate) over the same loop and the customer desires to migrate voice service to V-CLEC without interrupting or losing its DSL service.

(b). The customer subscribes to voice service from ILEC and DSL service from a D-CLEC over the same loop, and the customer desires to migrate voice service to V-CLEC without interrupting or listing its DSL service.

(c). The customer has existing voice service with V-CLEC, and desires to add DSL service to the same loop from ILEC (including its advanced services affiliate).

(d). The customer has existing voice service with V-CLEC, and desires to add DSL service to the same loop from D-CLEC.

(e). The customer has just ordered new voice service with V-CLEC, and desires to add DSL service to the same loop from ILEC (including its advanced services affiliate).

(f). The customer has just ordered new voice service with V-CLEC, and desires to add DSL service to the same loop from D-CLEC.

(g). The customer has voice service from ILEC, the customer desires to migrate to V-CLEC for voice service and add DSL from V-CLEC over the same loop.

(h). The customer has voice service from ILEC, the customer desires to migrate to V-CLEC for voice service and add DSL from ILEC (including its advanced services affiliate) over the same loop.

(i). The customer has ILEC for voice service and DSL service from ILEC's advanced services affiliate over the same loop, and the customer seeks to migrate to a V-CLEC for voice and a

D-CLEC for DSL service over the same loop.

(j). The customer has ILEC for voice service and DSL service from ILEC's advanced services affiliate over the same loop, and customer desires to migrate to V-CLEC for voice and disconnect DSL service.

(k). The customer has ILEC for voice service and DSL service from a D-CLEC over the same loop, and customer desires to migrate to V-CLEC and disconnect DSL service.

(l). The customer has voice service with V-CLEC and DSL service with D-CLEC over the same loop, and desires to migrate voice service back to ILEC without interrupting or losing the DSL service.

(m). The customer has voice service with V-CLEC and DSL with D-CLEC over the same loop, and desires to migrate voice service to a different V-CLEC without interrupting or losing the DSL service.

(n). The customer has voice service with V-CLEC and DSL service with ILEC's advanced services affiliate over the same loop, and desires to migrate voice service back to ILEC for voice without interrupting or losing the DSL service.

(o). The customer has voice service with V-CLEC and DSL with ILEC's advanced services affiliate over the same loop, and desires to migrate voice service to a different V-CLEC without interrupting or losing the DSL service.

(p). The customer has voice service with V-CLEC and DSL with D-CLEC over the same loop, and desires to migrate DSL service to another D-CLEC without interrupting or losing the voice service.

(q). The customer has voice service with V-CLEC and DSL with D-CLEC over the same loop, and desires to disconnect the DSL service with interrupting or losing the voice service.

(r). The customer has voice service with V-CLEC and DSL with D-CLEC over the same loop, and desires to disconnect voice and DSL services.

(s). The customer has DSL service with D-CLEC on a line where no voice service currently exists. The customer desires to have

voice service from V-CLEC added to DSL line without interrupting or losing the DSL service.

(t). The customer has DSL service with ILEC's advanced services affiliate on a line where no voice service currently exists. The customer desires to have voice service from V-CLEC added to the DSL line without interrupting or losing DSL service.

(u). The customer has voice with ILEC and desires to have DSL service from a D-LEC using fiber fed DLC over the same loop.

(v). The customer has voice with ILEC and desires to have DSL service from ILEC's advanced services affiliate using fiber fed DLC over the same loop.

(w). The customer has voice with D-CLEC and desires to have DSL service from a D-CLEC using fiber fed DLC over the same loop.

(x). The customer has voice with D-CLEC and desires to have DSL service from ILEC's advanced services affiliate using fiber fed DLC over the same loop.

REPLY: See General Objections.

VZ VA #160

ITEM: WCOM 1-21 State the name(s) of all Verizon data affiliate(s) operating in Virginia, and provide an organizational chart which sets forth their place within Verizon's corporate structure.

REPLY: See General Objections.

VZ VA #161

ITEM: WCOM 1-22 Quantify in terms of percentage accuracy or any other specific measurement how accurate Verizon's records in Virginia are for showing:

- a. Distance of the loop from the central office.
- b. Distance of the copper portion of the loop.
- c. Work needed so as to condition a loop (such as removal of bridge taps, repeaters, and load coils).

REPLY: See General Objections.

VZ VA #162

ITEM: WCOM 1-23 In an area where IDLC has been deployed, can D-CLEC's use the fiber fed portion of the loop to provide DSL service?

REPLY: See General Objections.

VZ VA #163

ITEM: WCOM 1-24 In situations where a Verizon data affiliate in Virginia, or Verizon-Virginia, provides DSL service, does this data affiliate or Verizon-Virginia, need a collocation? How many collocations does Verizon-Virginia or its affiliate have in Virginia?

REPLY: See General Objections

VZ VA #164

ITEM: WCOM 1-25 Will Verizon provide unbundled transport ordered by WorldCom to the facilities of third parties, such as unbundled transport running from another CLEC's collocation to a WorldCom switch?

REPLY: See General Objections.

VZ VA #165

ITEM: WCOM 1-26 Does Verizon object to including in the Interconnection Agreement a description of the functionality provided by multiplexing equipment? If you answer is anything other than an unqualified no, please explain in detail.

REPLY: See General Objections.

VZ VA #166

ITEM: WCOM 1-27 Does Verizon object to including in the Interconnection Agreement detailed terms regarding call-related databases? If your answer is anything other than an unqualified no, please explain in detail.

REPLY: See General Objections.

VZ VA #167

ITEM: WCOM 1-28 Will Verizon provide customized routing of DA/OS calls made by WorldCom customers served via UNE-P to the Feature Group D trunks designated by WorldCom? If your answer is anything other than an unqualified yes, please explain in detail.

REPLY: See General Objections.

VZ VA #168

Respectfully submitted,

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Dated: June 29, 2001

CERTIFICATE OF SERVICE

I do hereby certify that true and accurate copies of the foregoing Objections to WorldCom's First Set of Data Requests were delivered this 29th day of June, 2001, by electronic mail and by hand to:

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