tandem transport and local switching. Under a meet point billing arrangement, the ILEC normally provides only the tandem switching and the CLEC provides the tandem transport and local switching (although the CLEC may have the ILEC provide the tandem transport). Under competitive tandem service, the CLEC provides tandem switching and tandem transport and the ILEC provides local switching. The service is the same in both cases, the roles of the carriers are just reversed. Verizon admits as much on page 14 describing meet point billing arrangements, "two LEC's are involved in the joint provisioning of switched access service to an IXC... The joint provisioning comes from the fact that the two LECs each provide a portion of the access service to an IXC."

Because the competitive tandem service and meet point billing arrangements are functionally identical, Verizon attempts to makes the distinction that meet point billing arrangements are limited solely to situations where one LEC "chooses" to subtend another LEC's tandem. The problem with this view point is that it leaves the decision of how tandem services will be offered in the hands of the party with the market power - Verizon. All Verizon has to do is not agree to the arrangement as proposed by AT&T, which is what Verizon has done to date. I believe that the customer who is paying for the service, the IXC in this circumstance, not Verizon, should have the right to determine which party will provide what functions. It is not in the public interest to foreclose tandem services from competition. Adopting Verizon's proposal to omit terms for competitive tandem services would have that effect.

Q. IS AT&T ATTEMPTING TO AVOID PAYMENT OF CHARGES TO VERIZON?

A. No. As I stated, AT&T is willing to compensate Verizon for each function that Verizon provides to AT&T for competitive tandem service. Since virtually all competitive tandem service traffic is direct end office routed (*i.e.*, directly between the AT&T switch and the Verizon end office), the only function normally provided by Verizon is local switching. The rates that would apply to the functions provided by Verizon for competitive access service are addressed in my testimony on Issue V.1.

Q. HOW SHOULD THE COMMISSION RESOLVE THIS ISSUE?

A. Since AT&T has conceded to have separate contract terms for competitive access service and meet point billing arrangements and Verizon admits that the competitive tandem service arrangement is technically feasible, the Commission should act consistent with the goal of fostering competition and adopt the revised contract terms which AT&T's proposed as Exhibit DLT-9 to my Direct Testimony. The Commission should decide, as a separate matter under Issue V.1, that the Verizon rates applicable to the competitive tandem service functions provided by Verizon should be UNE rates.

Issue III.5 ***Tandem Rate*** Where the geographic coverage of an AT&T switch is comparable to that of a Verizon tandem, should AT&T and Verizon receive comparable reciprocal compensation for terminating the other parties' traffic?

Q. CAN YOU COMMENT ON VERIZON'S STATEMENT ON PAGE 26 OF ITS INTERCARRIER COMPENSATION TESTIMONY THAT IT SHOULD BE ABLE TO AVOID PAYING CLECS THE TANDEM RATE SO IT CAN HAVE COMPARABLE INTERCONNECTION CHOICES?

A. Yes. Once again, Verizon, ignoring its status as the ubiquitous ILEC, wants symmetrical treatment on an interconnection issue even though that symmetrical treatment is not provided for by law and would not make sense given the differences in CLECs' network architecture. Verizon complains that even if a CLEC switch meets the tandem criteria, Verizon is "unable to take advantage of a lower end office rate by bypassing the tandem and connecting directly to the CLEC's end office switch." Verizon is once again missing the point. Rule 51.711(a)(3) was created to provide a proxy for the additional costs a *CLEC* incurs in terminating Verizon's traffic where the CLEC network (switch and distribution facilities) is designed to serve an area comparable to an ILEC tandem switch. The issue is not whether *Verizon* has an option to pay less for reciprocal compensation. The issue is whether Verizon should be required to compensate CLECs for the costs they incur in terminating Verizon's traffic. The answer is yes, and Rule 51.711(a)(3) has established the proxy to be used to enable CLECs to recover these costs.

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Q. DOES VERIZON ACCURATELY DESCRIBE THE TANDEM CRITERIA IN ITS TESTIMONY?

A.. No. Verizon asserts that AT&T is "overstating the facts" on this issue, but the reality is that Verizon misstates the law. AT&T has presented the facts necessary to meet the standard which is set forth in the law.

Q. PLEASE EXPLAIN.

A. Verizon's witnesses state on page 26 that CLECs should be required "to demonstrate actual functional and geographic comparability for each of their switches" in order to receive the tandem switching rate. They also state on page 27, that geographic comparability requires a demonstration that each switch "actually serves a geographically dispersed customer base". As I stated in my Direct Testimony on pages 102-104, there is no requirement that CLEC switches meet a functionality test in order to qualify for the tandem rate. Geographic comparability is the *only* applicable test set forth in Rule 51.711 (a)(3). In addition, as I further pointed out at pages 108-111 in my Direct Testimony, the geographic comparability test does not require that a CLEC switch actually serves a comparable geographic area in order to receive the tandem rate. Thus, the facts are not "overstated" as Verizon claims. AT&T has presented the evidence necessary to meet the standard set forth in Rule 51.711(a)(3), which qualifies it to receive the tandem rate.

Q. CAN YOU COMMENT ON VERIZON'S PROPOSAL FOR A NEW TANDEM RATE PROXY RULE?

A. Yes. Verizon's witnesses propose on page 28 a new proxy rule that they claim should apply when a CLEC's network employs a single-tier interconnection structure. This rule would require CLECs to charge Verizon "the average rate charged by Verizon VA to the CLEC for call termination during the previous calendar quarter." The major flaw in this proposal is that it bears absolutely no relationship to the costs incurred by the CLEC for terminating Verizon's traffic, and Verizon has provided not a scintilla of evidence that it does. A proxy, by its very nature, is supposed to provide an approximation of costs. This does not.

Since the parties have agreed to one-way trunks, there is absolutely no relationship between the ratio of traffic that is terminated at Verizon's tandems and end offices, to the costs incurred by the CLECs for terminating Verizon's traffic. The average rate simply reflects the costs incurred by *Verizon* to terminate the CLECs traffic. These average costs are driven by the CLECs choices about where to interconnect – they have nothing to do with where Verizon's traffic is delivered to the CLEC and the resultant costs incurred by the CLEC to terminate that traffic. In summary, Verizon's proposal on its face cannot be an accurate proxy of a CLECs termination costs and Verizon has provided no evidence or reasoning as to why it is preferable to the established proxy in set forth in Rule 51.711(a)(3).

Q. VERIZON'S WITNESSES ON PAGE 27 REFERENCE THE FCC'S INTERCARRIER COMPENSATION NPRM AS SOMEHOW SUPPORTING VERIZON'S POSITION. CAN YOU COMMENT ON THIS?

A. Yes. In the *Intercarrier Compensation NPRM,* the FCC confirmed that the tandem rate standard was limited to geographic comparability, not to tandem functionality. It did indicate, however, that it would reexamine the effect of this current rule in that proceeding to determine whether it is appropriate to change the rule in the future. However, as I stated in my earlier testimony, this arbitration is not the appropriate forum to revise existing industry rules, because an arbitration only concerns the parties to the arbitration. Verizon's proposal, on the other hand, has potential implications to all carriers. The appropriate place is in the context of the NRPM. Therefore, Verizon's revised 'proxy" rule should be rejected.

Issue VII-8 ***Transport Rates*** Should AT&T be permitted to pay the end office rate for delivery to Verizon's tandem, and thereby avoid paying its fair share of transport costs by failing to pay that tandem rate?

Q. ON PAGE 22 OF VERIZON'S INTERCARRIER COMPENSATION TESTIMONY, VERIZON CLAIMS THAT AT&T SHOULD NOT BE PERMITTED TO PAY THE END OFFICE RATE, RATHER THAN THE TANDEM RATE, FOR DELIVERY OF TRAFFIC TO VERIZON VA'S TANDEM. HOW DO YOU RESPOND?

A. Verizon's issue is baseless. AT&T agrees to pay the tandem interconnection rate when AT&T routes its traffic through Verizon's tandem. However, AT&T does not agree to pay the tandem rate when AT&T routes traffic to Verizon via direct end office trunks. Clearly, the end office rate should apply in that situation. It is difficult to tell from Verizon's testimony, but it appears that Verizon is asserting that if AT&T establishes a POI at a Verizon serving wire center and then orders transport from such POI to another Verizon serving wire center where AT&T's traffic would terminate (*e.g.*, on direct end office trunks), that AT&T should compensate Verizon for the transport between the POI and the terminating Verizon end office.

Q. DOES AT&T DISAGREE WITH THAT NOTION?

A. No. However, in such a case the appropriate compensation to Verizon would include charges for the transport between the POI and the terminating Verizon end office at the UNE interoffice facility rate, not at the per minute tandem transport rate.

Q. IS AT&T PERMITTED TO UTILIZE A POI AT A VERIZON SERVING WIRE CENTER, WHICH ALSO HOUSES A VERIZON TANDEM SWITCH, TO ESTABLISH DIRECT END OFFICE TRUNKS BETWEEN AN AT&T SWITCH AND ANOTHERVERIZON END OFFICE?

A. Yes. FCC rules permit AT&T to establish a single POI in the LATA. That single POI may be used to establish trunks between the AT&T switch and any Verizon switch in the LATA. In such a situation Verizon would provide AT&T transport between AT&T's POI and each Verizon switch to which AT&T orders trunks.

Q. HOW SHOULD VERIZON BE COMPENSATED FOR SUCH TRANSPORT?

A. AT&T should compensate Verizon for the transport between the POI and a distant Verizon switch at the UNE dedicated transport rate. If AT&T were to compensate Verizon at the per minute tandem rate, where the distant Verizon switch is an end office, Verizon would be over compensated because Verizon would be recovering tandem switching costs even though it was not providing AT&T with any tandem switching in the described arrangement.

Q. WOULD YOU AGREE THAT IT SOUNDS AS IF VERIZON AND AT&T AGREE ON THE SUBSTANCE OF THIS ISSUE?

A. Yes.

Q. HOW DOES AT&T PROPOSE TO RESOLVE THE ISSUE?

A. AT&T proposes the following revision to its proposed contract terms for this issue in an effort to resolve the matter. AT&T's revised language is in upper case type.

> 5.7.4 AT&T will pay VZ the approved rate for termination of Local Traffic at the Tandem Office rate (including both transport and End Office termination) for Local Traffic AT&T delivers to VZ via tandem

> trunks, and AT&T will pay VZ the approved rate for End Office termination for Local Traffic AT&T delivers to VZ via end office trunks. VZ will pay AT&T the approved Tandem Office rate set forth in Exhibit A for Local Traffic VZ delivers to AT&T. IN ADDITION TO THE FOREGOING, WHERE EITHER PARTY DELIVERS TRAFFIC TO THE OTHER PARTY AT A POI LOCATION THAT IS DISTANT FROM THE TERMINATING SWITCH, THE PARTY DELIVERING THE TRAFFIC TO THAT LOCATION WILL PAY THE OTHER PARTY THAT PARTY'S APPROVED DEDICATED TRANSPORT RATE FOR THE DISTANCE BETWEEN THE POI AND TERMINATING SWITCH.

Q. DOES THIS COMPLETE YOUR TESTIMONY?

A. Yes it does.

I, David L. Talbott, hereby swear and affirm that the foregoing rebuttal testimony was prepared by me or under my direct supervision or control and is true and accurate to the best of my knowledge and belief.

Signed:

Exhibit DLT-10
CONFIDENTIAL

VIRGINIA NETWORK INTERCONNECTION COST ANALYSIS

COSTS ALLOCATED TO EACH PARTY UNDER AT&T PROPOSAL

	2001		2002		2003		2004		2005	
	AT&T	VZ	AT&T	VZ	AT&T	VZ	AT&T	VZ	AT&T	VZ
DEOT	[redacted]									
Tandem										
Common										
FG-D										
Total										
Collective Total										

COSTS ALLOCATED TO EACH PARTY UNDER A TANDEM COMPROMISE PROPOSAL

	2001	2002	2003	2004	2005
	[redacted]				
DEOT					
Tandem					
Common					
FG-D					
Total					
Collective Total					

This work sheet summarizes the allocation of costs under various network interconnection alternatives.
Detailed cost basis for this summary is provided on the four associated worksheets as labeled.

MONTHLY PER LINE COSTS FOR 2001

	AT&T COSTS	VERIZON COSTS
[redacted]		

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

In the Matter of **Petition of AT&T Communications of Virginia, 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.**	))))))))))	**CC Docket No. 00-** RECEIVED AUG 17 2001 FEDERAL COMMUNICATIONS COMMISSION OFFICE OF THE SECRETARY

DIRECT TESTIMONY OF
DAVID L. TALBOTT
ON BEHALF OF AT&T[1]

ISSUES ADDRESSED	
Issue III.4	*Forecasting* Should AT&T be required to forecast Verizon's originating traffic and also provide for its traffic, detailed demand forecasts for UNEs, resale and interconnection?
Sub Issue III.4.A.	Should Verizon be allowed to penalize AT&T in the event AT&T's trunk forecasts subsequently prove to be overstated?
Issue VII.2	Should the Parties' interconnection agreement reflect their recent agreement on Demand Management Forecasts?
Issue VII-7	Should AT&T deliver untranslated 8YY traffic to the appropriate Verizon access tandem?

August 17, 2001

1 This Affidavit is presented on behalf of AT&T Communications of Virginia, Inc., TCG Virginia, Inc., ACC National Telecom Corp., MediaOne of Virginia and MediaOne Telecommunications of Virginia, Inc. (together, "AT&T").

Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS AND POSITION FOR THE RECORD.

A. My name is David L. Talbott; I am a District Manager in the Local Services and Access Management group in AT&T Network Services. In this position, I am responsible for the development and negotiation of interconnection agreements between AT&T and incumbent local exchange carriers, focusing on network interconnection issues. My business address is 3737 Parke Drive, Edgewater, Maryland 21037.

Q. ARE YOU THE SAME DAVID L. TALBOTT THAT FILED TESTIMONY WITH THIS COMMISSION ON THIS DOCKET ON JULY 31, 2001?

A. Yes.

Q. PLEASE DESCRIBE THE SCOPE OF YOUR TESTIMONY.

A. My testimony pertains to all of mediated issues on the Decision Point List ("DPL") under the heading of Network Architecture: Issues III.4; III.4.A; VII-2; and VII-7.

Issue III.4 ***Forecasting*** Should AT&T be required to forecast Verizon's originating traffic and also provide for its traffic, detailed demand forecasts for UNEs, resale and interconnection?

Q. PLEASE DESCRIBE ISSUE III.4

A. This issue is described in the DPL as follows: "Should AT&T be required to forecast Verizon's originating traffic and also provide for its traffic, detailed demand forecasts for UNEs, resale and interconnection? As I will explain in below in more detail, the answer is no.

Q. WHAT DO YOU UNDERSTAND VERIZON'S POSITION TO BE ON THIS ISSUE?

A. Verizon claims that since it does not possess a CLEC's marketing information, it therefore doesn't have the information needed to forecast how many calls Verizon customers will make to the CLEC's customers.

Q. WOULD YOU FURTHER DESCRIBE AT&T'S POSITION ON THIS ISSUE?

A. Yes. One consistent theme throughout my testimony is that each party is in the best position to manage its own traffic and its own network without unnecessary influence or interference by the other Party. Consistent with that principle, Verizon and AT&T have agreed to deploy a network interconnection architecture that uses one-way trunks. It naturally follows, since each originating Party will be designing its own interconnection network (*i.e.*, determining the most efficient routing of its traffic irrespective of the other Party's interconnection network design), that the originating Party is in the best position to forecast the volume of traffic expected on the routes it has included in the design of its interconnection network. AT&T's original proposal that each party forecast its own traffic to the other party reflects that belief.

Q. DID AT&T OFFER VERIZON A COMPROMISE PROPOSAL ON THIS ISSUE?

A. Yes, but Verizon rejected this proposal during negotiations.

Q. WOULD YOU DESCRIBE AT&T'S COMPROMISE PROPOSAL?

A. Yes. To the extent that traffic exchanged between the parties is reasonably in balance, i.e., an inbound-outbound ratio of 3 to 1 or less, each party would forecast its own traffic. If traffic is out of balance, *i.e.,* an inbound-outbound ratio greater than 3 to 1, then the party terminating the larger share of traffic would forecast both inbound and outbound traffic. Responsibilities for providing traffic forecasts would be assigned solely to one party or to each party pursuant to the proposed terms for the following semi-annual forecast, based on the inbound-outbound traffic ratio for the preceding semi-annual period.

Q. WHY DO YOU BELIEVE THIS PROPOSAL SHOULD BE ACCEPTABLE TO VERIZON?

A. This proposal fully addresses Verizon's assertion that CLECs which target customers with high inbound traffic requirements would be in a better position to forecast that traffic. This proposal also meets AT&T's need to have comparable obligations on Verizon and AT&T where local traffic exchanged between the parties is roughly in balance.

Q. HAS ANY OTHER COMMISSION ADOPTED AT&T'S COMPROMISE PROPOSAL?

A. Yes. The New York Public Service Commission in its July 30, 2001, decision on this issue adopted AT&T's compromise proposal.[1]

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[1] Order, *Joint Petition of AT&T Communications of New York, Inc., TCG New York, Inc., and ACC Telecommunications Corp. Pursuant to Section 252 (b) of the Telecommunications Act of 1996 for Arbitration to establish an Interconnection Agreement with Verizon New York, Inc.*, Case 01-C-0095 at 42 (July 30, 2001).

Sub-Issue III.4.A Should Verizon be allowed to penalize AT&T in the event AT&T's trunk forecasts subsequently prove to be overstated?

Q. HAS THIS ISSUE BEEN SETTLED BETWEEN THE PARTIES?

A. Yes.

Issue VII-2 Should the Parties' interconnection agreement reflect their recent agreement on Demand Management Forecasts?

Q. VERIZON INDICATES THAT ON A CONFERENCE CALL ON MARCH 27, 2001, AT&T AND VERIZON CAME TO AN AGREEMENT ON DEMAND MANAGEMENT FORECASTS. DOES AT&T BELIEVE THAT THE ISSUE OF DEMAND MANAGEMENT FORECASTS HAS BEEN SETTLED?

A. No. AT&T does not believe the issue has yet been settled. AT&T and Verizon did indeed discuss Verizon's demand management forecast language on March 27, 2001. At that time, AT&T reiterated the concerns that AT&T had with Verizon's proposed language.

Q. PLEASE EXPLAIN THE CONCERNS THAT AT&T HAS WITH VERIZON'S LANGUAGE.

A. AT&T opposes Verizon's language principally for three reasons. First, Verizon's language provides Verizon with far too much discretion in regard to the information that can be obtained through a demand management forecast. Second, AT&T is very concerned that Verizon will be able to use competitively sensitive information to thwart competition. Third, AT&T considers Verizon's language over-broad and unnecessary. I will explain each of these concerns further in my testimony, below.

Q. PLEASE EXPLAIN WHY AT&T FEELS THAT VERIZON'S PROPOSED LANGUAGE PROVIDES TOO MUCH DISCRETION TO VERIZON.

A. Verizon's proposed contract language does not place limits on the type or volume of information AT&T must provide to Verizon. Verizon's proposed language in Section 10.4 states, in part, "AT&T shall provide to Verizon non-binding good faith demand management forecasts regarding the services that AT&T expects to purchase from Verizon, ***including, but not limited to,*** forecasts regarding the types and volumes of services that AT&T expects to purchase and the locations where such services will be purchased" (emphasis added). While Verizon does provide that the forecasts are non-binding, there is no limit to the amount of information – relevant or not, necessary or not – that Verizon may request from AT&T. Such language can unduly increase the administrative burden on AT&T, thereby increasing costs and slowing network deployment. AT&T would like to focus its resources on customers, not Verizon. Additionally, AT&T believes the generality of Verizon's proposed language will provide Verizon with the opportunity for unwarranted fishing expeditions into AT&T's business plans. I will address this point further, below.

Q. HAS AT&T RAISED THIS CONCERN WITH VERIZON?

A. Yes, it has. In fact, this concern was one of the topics of discussion on the conference call of March 27, 2001, cited by Verizon. AT&T objected to the language on the basis that there was no clear way for AT&T to gauge just what AT&T would be required to do if it agreed to Verizon's proposed contract language. Verizon directed AT&T to Verizon's CLEC Handbook as guidance regarding the information Verizon intended to request. Frankly, this only exacerbated AT&T's concerns. AT&T has repeatedly taken the position that it will not defer to the CLEC handbook to determine it's contractual obligations. While the CLEC Handbook can be a very useful guide to CLECs that interconnect with Verizon, it is an improper vehicle through which to determine contractual obligations since the sole discretion for editing the CLEC Handbook (not only when the handbook provisions may be subject to change, but the revised content as well) lies only with Verizon. Thus, AT&T is provided no meaningful contractual protections under Verizon's language.

Q. PLEASE EXPLAIN WHY AT&T BELIEVES THAT VERIZON'S LANGUAGE PROVIDES VERIZON WITH AN UNWARRANTED ACCESS TO AT&T'S BUSINESS INFORMATION.

A. All information provided to Verizon in the form of a forecast is competitively sensitive. Only structural separation of Verizon's wholesale and retail operations could completely protect competitors. In the absence of structural separation, however, it is particularly important that interconnection agreement language protect AT&T by limiting the information AT&T is required to provide to Verizon to that which is absolutely necessary for Verizon to provide competitors with wholesale services at parity.

AT&T does acknowledge that Verizon proposed language stating that demand management forecasts are subject to the confidentiality provisions of the interconnection agreement and that such forecasts will only be used to provide services under the agreement. AT&T agrees that any forecast provided by AT&T must be subject to these conditions. However, AT&T feels very strongly that there is a continued need to limit information provided to Verizon to that information that is absolutely essential to ensure that Verizon will be able to meet AT&T's service needs. The simple fact is that regardless of contractual provisions that purport to protect AT&T's interests, Verizon employees have a conflict of interest regarding the treatment of AT&T's proprietary data.

Q. PLEASE EXPLAIN WHY THE INFORMATION VERIZON REQUESTS MAY BE UNNECESSARY.

A. Since Verizon's language provides it with broad discretion, it is of course impossible to state each example where Verizon may request unnecessary information. However, let me provide one example to illustrate AT&T's concern. To the extent that AT&T serves customers through the use of a UNE loop, provision of such a service will most likely be achieved through a "hot cut" of existing loop facilities. In providing service through the UNE-Platform, AT&T would use the same loop that currently serves the customer. Thus, asking AT&T to break out how many loops it plans to use in connection with each does less to allow Verizon to prepare enough loop facilities for AT&T's than it does in providing Verizon an inside look into AT&T's business plans.

Q. DO YOU HAVE ANY OTHER CONCERNS REGARDING VERIZON'S PROPOSED DEMAND MANAGEMENT FORECAST LANGUAGE?

A. Even if Verizon's proposed language was acceptable — which it is not – it is placed in the incorrect part of the contract. Verizon's demand management forecast language addresses information on UNE facilities, for example, and not forecasting. This is terribly confusing since interconnection is a bilateral responsibility and the provision of UNEs is only required of Verizon. To the extent that the Commission deems any language of forecasts for UNEs appropriate, it should be covered as part of Section 11 (UNEs).

Issue VII-7 Should AT&T deliver untranslated 8YY traffic to the appropriate Verizon access tandem?

Q. HAS THIS ISSUE BEEN SETTLED?

A. Yes.

Q. DOES THIS COMPLETE YOUR TESTIMONY?

A. Yes it does.

I, David L. Talbott, hereby swear and affirm that the foregoing direct testimony was prepared by me or under my direct supervision or control and is true and accurate to the best of my knowledge and belief.

Signed:

D. L. Talbott

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

RECEIVED

AUG 17 2001

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In the Matter of	)	
Petition of AT&T Communications	)	**CC Docket No. 00-251**
of Virginia, 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.	)	
	)	

REBUTTAL TESTIMONY OF
ROBERT J. KIRCHBERGER
ON BEHALF OF AT&T[1]

PROPRIETARY VERSION

ISSUES ADDRESSED	
I-5	**What are the appropriate terms and conditions to comprehensively implement the Commission's ISP Remand Order?** **I.5.a. How should Verizon and AT&T calculate whether traffic exceeds a 3:1 ratio of terminating to originating traffic?** **I.5.b. How should Verizon and AT&T implement the rate caps for ISP-bound traffic?** **I.5.c. How should Verizon and AT&T calculate the growth cap on the total number of compensable ISP-bound traffic minutes?** **I.5.d. How should the parties implement a Verizon offer to exchange all traffic subject to section 251(b)(5) at the rate mandated by the FCC for terminating ISP-bound traffic?**

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1 This Affidavit is presented on behalf of AT&T Communications of Virginia, Inc., TCG Virginia, Inc., ACC National Telecom Corp., MediaOne of Virginia and MediaOne Telecommunications of Virginia, Inc. (together, "AT&T").