

**Unbundled Network  
Elements**

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FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

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        | ) | CC Docket No. 00-218 |
| Virginia State Corporation Commission        | ) |                      |
| Regarding Interconnection Disputes           | ) |                      |
| with Verizon Virginia Inc., and for          | ) |                      |
| Expedited Arbitration                        | ) |                      |
|  | ) |                      |
| In the Matter of                             | ) | CC Docket No. 00-249 |
| Petition of Cox Virginia Telecom, Inc., etc. | ) |                      |
|  | ) |                      |
| In the Matter of                             | ) | CC Docket No. 00-251 |
| Petition of AT&T Communications of           | ) |                      |
| Virginia Inc., etc.                          | ) |                      |

**VERIZON VA'S DIRECT TESTIMONY ON MEDIATION ISSUES**

(CATEGORIES I AND III THROUGH VII)

**UNBUNDLED NETWORK ELEMENTS**

- MARGARET DETCH
- SUSAN FOX
- STEVE GABRIELLI
- NANCY GILLIGAN
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- ALICE SHOCKET
- VINCENT WOODBURY

AUGUST 17, 2001

**UNBUNDLED NETWORK ELEMENTS PANEL**

**DIRECT TESTIMONY**

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**UNBUNDLED NETWORK ELEMENTS PANEL**

**DIRECT TESTIMONY ON MEDIATION ISSUES**

**I. INTRODUCTION**

1 **Q. PLEASE STATE YOUR NAMES, YOUR POSITION, AND YOUR BUSINESS**  
2 **ADDRESS.**

3 A. (Margaret Detch) My name is Margaret Detch and my business address is 125 High  
4 Street, Boston, Massachusetts. I am a Senior Specialist at Verizon Services Group with  
5 product management responsibility for Unbundled Dark Fiber.

6 (Susan Fox). My business address is 2980 Fairview Park Drive, Falls Church, Virginia.  
7 I am employed as a Product Manager in the Wholesale Marketing Organization in the  
8 Verizon Services Corp.

9 (Steve Gabrielli). My name is Steven J. Gabrielli. My business address is 600 Hidden  
10 Ridge, Irving TX. I am employed by Verizon Services Group as a Senior Product  
11 Manager – Local Services Marketing.

12 (Nancy Gilligan) My name is Nancy Gilligan and my business address is 125 High  
13 Street, Boston, Massachusetts. I am Senior Specialist Wholesale Markets in the Verizon  
14 Services Group.

1 (Richard Rousey) My name is Richard Rousey and my business address is 600 Hidden  
2 Ridge Boulevard, Irving, Texas. I am a Senior Specialist in the Wholesale Services  
3 Organization in the Verizon Services Group.

4 (Alice Shocket). My name is Alice Shocket and my business address is 125 High Street,  
5 Boston, Massachusetts. I am the Local Number Portability Product Manager in the  
6 Verizon Services Group.

7 (Vincent Woodbury). My name is Vincent Woodbury and my business address is  
8 1095 Avenue of the Americas, New York, New York. I am employed by Verizon  
9 Services Corporation as Director--Regulatory Planning for Operator Services and Retail  
10 Markets. My educational and telecommunications experience is set forth on  
11 Exhibit UNE-M-1.

12 **Q. ARE YOU THE SAME WITNESSES WHO FILED DIRECT TESTIMONY ON**  
13 **UNBUNDLED NETWORK ELEMENTS (UNE) ISSUES ON JULY 31, 2001?**

14 A. Yes, except Mr. Woodbury has joined the panel.

15 **Q. PLEASE DESCRIBE THE PURPOSE OF THIS TESTIMONY.**

16 A. We will present direct testimony on the issues that remain unresolved after mediation  
17 among Verizon VA, WorldCom and AT&T, with the assistance of the Commission's  
18 staff, that are associated with Verizon VA's provision of UNEs under the  
19 Telecommunications Act of 1996 (the Act) and this Commission's regulations

1 promulgated thereunder. Several issues are still under discussion and are so noted in  
2 Section VI of this testimony. If those issues are not resolved, they will be addressed in  
3 subsequent testimony as necessary.

4 The following issues will be discussed in this Direct Testimony:

5 Issue IV-21--Dedicated Transport

6 Issue IV-23-- Line Information Database (LIDB)

7 Issue IV-24--Directory Assistance Database

8 Issue IV-25--Calling Name (CNAM) Database

9 Issue IV-80 and 81--Operator Services/Directory Assistance (OS/DA)

10 **II. DEDICATED TRANSPORT (ISSUE IV-21)**

11 **Q. WHAT ISSUES REMAIN FROM THE MEDIATION WITH WORLDCOM**  
12 **REGARDING VERIZON VA'S PROVISION OF UNBUNDLED DEDICATED**  
13 **TRANSPORT?**

14 **A.** There appear to be three sub-issues that remain unresolved between Verizon VA and  
15 WorldCom. First, WorldCom believes that it has an inherent right to require termination  
16 of dedicated transport--interoffice transmission--into a multiplexer in Verizon VA's wire  
17 center. Second, WorldCom believes it has a right to obtain access to Verizon VA's  
18 Digital Cross Connect System (DCS) as a UNE. Third, WorldCom believes it has a right  
19 to force Verizon VA to perform special construction and build new transport facilities

1 when WorldCom requires physical diversity in connection with the use of dedicated  
2 transport for a particular customer. Verizon VA disagrees with all three positions.

3 **Q. WHY IS VERIZON VA NOT REQUIRED TO TERMINATE DEDICATED**  
4 **TRANSPORT INTO A MULTIPLEXER?**

5 A. Dedicated Transport is one of the unbundled network elements required under the  
6 Commission's rules set forth in the *UNE Remand Order*. Dedicated transport is defined  
7 as ILEC transmission facilities that provide "telecommunications between wire centers  
8 owned by incumbent LECs or requesting telecommunication carriers, or between  
9 switches owned by incumbent LECs or requesting telecommunications carriers." 47  
10 C.F.R. § 51.319(d)(1)(i). Verizon VA specifically makes available to WorldCom  
11 dedicated transport at transmission levels of DS1, DS3, STS1, OC3, OC3c, OC12,  
12 OC12c.<sup>1</sup> Access to unbundled dedicated transport is provided from the CLEC's  
13 collocation arrangement in a Verizon VA central office through an appropriate cross-  
14 connection made on a Digital Signal Cross Connect ("DSX") bay in the case of DS1 or  
15 DS3 transport, or on a Fiber Distribution Frame ("FDF") in the case of optical transport.  
16 Multiplexing has not been defined by the Commission as a UNE, nor could it meet the  
17 "necessary and impair" standard of 252(d)(2) of the Act.<sup>2</sup> Accordingly, Verizon VA is

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<sup>1</sup> Higher level transmission levels will become available as the requisite infrastructure to support such higher levels is deployed in Verizon VA's network. The highest level of transmission that can be provided now is through OC12 facilities.

<sup>2</sup> See 47 CFR § 51.319. Section 51.319 codifies the FCC's findings in the *UNE Remand Order*, and specifically lists the elements that meet the necessary and impair

1 not required to terminate the unbundled dedicated transport into a multiplexer for the  
2 purposes of aggregating the existing signals onto a higher bandwidth facility, or to  
3 disaggregate the signal into lower bandwidth (demultiplexing). Nevertheless, Verizon  
4 VA voluntarily provides two types of stand-alone multiplexing: DS3 to DS1 and DS1 to  
5 DS0. This multiplexing is offered separate and apart from unbundled loops and  
6 unbundled interoffice transport. Multiplexing can be accessed from a collocation  
7 arrangement. The CLEC would connect to the DS3 to DS1 multiplexer from its  
8 collocation cage at a DS3 level and then connect the DS1s from the multiplexer back to  
9 the same cage.

10 Verizon VA does not provide multiplexing in combination with an unbundled transport  
11 facility.<sup>3</sup> Multiplexing, however, may be provided as part of loop-transport combination  
12 so long as the CLEC complies with the local use restrictions as set forth in the  
13 *Supplemental Order Clarification*. The *UNE Remand Order* did not require that Verizon  
14 VA provide a single unbundled transport element at multiple transmission speeds. For  
15 the Commission to do so now as requested by AT&T would improperly designate

---

standard and therefore must be provided on an unbundled basis at cost-based rates.  
Multiplexing is not on that list.

<sup>3</sup> This is not to be confused with any multiplexing functionality necessary to provide, for example, a DS3 unbundled dedicated transport facility with a DS3 signal handoff at each end of the UNE circuit. In order to create a circuit between a CLEC's collocation arrangements in two Verizon offices, Verizon will generally transport unbundled transport across its SONET interoffice infrastructure at optical signal levels. Therefore, there generally will be "multiplexing in the middle" of a circuit, which meets the requirements of the *UNE Remand Order* that Verizon provide "technically feasible capacity-related services, including electronics that are necessary components of the functionality of capacity-related services...." *UNE Remand Order*, at ¶ 323.

1 multiplexing as a UNE for the first time and would also run afoul of the Eighth Circuit  
2 ruling prohibiting the ordering of new combinations. *Iowa Utilities Bd. v. FCC*, 120 F.3d  
3 753, 813 (8<sup>th</sup> Cir. 1997), *aff'd in part and rev'd in part on other grounds, AT&T v. Iowa*  
4 *Utilities Bd.*, 119 S.Ct. 721 (1999). The Eighth Circuit recently reaffirmed this holding.  
5 *See Iowa Utilities Bd. v. Federal Communications Comm'n*, No. 96-3321 (and  
6 consolidated cases), 2000 U.S. App. LEXIS 17234 (8<sup>th</sup> Cir. July 18, 2000). For these  
7 reasons, Verizon VA cannot be required to create a new combination of an unbundled  
8 dedicated transport facility with multiplexing.

9 **Q. IS THE DCS A UNE?**

10 A. No. Again, the Commission has never found that DCS is a UNE. Rather, Rule  
11 319(d)(2)(iv) provides that Verizon VA's sole obligation as to the DCS is to make  
12 available to the CLEC to the extent technically feasible "the functionality provided by the  
13 incumbent LECs digital cross-connect system in the same manner as the incumbent LEC  
14 provides such functionality to interexchange carriers." Verizon VA does so. The DCS  
15 provides electronic cross-connection of digital signals and, to the extent a DCS is used in  
16 Verizon VA's interoffice infrastructure underlying Verizon VA's transport facilities, it is  
17 also used in the provisioning of unbundled dedicated transport when provided to  
18 requesting telecommunications carriers. However, the functionality of DCS is not  
19 something Verizon VA provides to interexchange carriers on an unbundled basis; instead,  
20 Verizon VA provides transport to interexchange carriers and relies on the use of DCS  
21 within its transport network.

1 WorldCom's proposed interconnection agreement, Section 10.3.2, would require Verizon  
2 VA to make available to WorldCom as a UNE a federally tariffed Verizon VA service  
3 called IntelliMux®, which is a complex combination of functions and not a UNE.  
4 Intellimux® provides end user customers the ability to reconfigure what would equate to  
5 loop-transport combinations, or EELs. It is doubtful that these would-be EELs could  
6 satisfy the local use restrictions outlined in the *Supplemental Order Clarification*.

7 **Q. HOW DOES THE ISSUE OF SPECIAL CONSTRUCTION ARISE IN THE**  
8 **CONTEXT OF DEDICATED TRANSPORT?**

9 A. In Section 10.2.2 of its proposed interconnection agreement, WorldCom proposes  
10 language that would allow it to require Verizon VA to construct "additional physical  
11 diversity by submitting a request for special construction." There is, of course, no lawful  
12 burden on Verizon VA to construct a special network for WorldCom, let alone highly  
13 specialized systems to support a physical diversity arrangement. The Eighth Circuit's  
14 ruling made clear that a CLEC has "access only to an incumbent LEC's existing  
15 network--not to a yet unbuilt superior one." *Iowa Utilities Bd.*, 120 F.3d at 813. The  
16 Commission expressly agrees with this limitation as to dedicated transport:

17 ... we do not require incumbent LECs to construct new transport  
18 facilities to meet specific competitive point-to-point demand  
19 requirements for facilities that the incumbent LEC has not  
20 deployed for its own use.

21 *UNE Remand Order* at ¶ 324.

1 Nevertheless, WorldCom believes that it may require Verizon VA to construct whatever  
2 facilities WorldCom needs in order to provide physical diversity for WorldCom's  
3 customers. There is no obligation, legal or otherwise, for Verizon VA to be WorldCom's  
4 construction department and Verizon VA declines to assume that role.

5 **III. CALLING DATABASES (ISSUES IV-23, 24 AND 25)**

6 **A. Line Information Database (LIDB) (Issue IV-23)**

7 **Q. WHAT ISSUE REMAINS IN DISPUTE REGARDING WORLDCOM'S USE OF**  
8 **LIDB?**

9 A. WorldCom desires to access LIDB as a UNE for both local and toll calls.

10 **Q. WHAT BILLING FUNCTION DOES LIDB PROVIDE?**

11 A. LIDB provides information to assist other carriers bill for calls placed on their networks  
12 and does so before a call is completed. By accessing LIDB, carriers can determine  
13 whether a particular line or card number is valid or has been restricted to preclude billing  
14 before the carrier completes an alternatively billed call, including collect, bill-to-third  
15 party and calling card calls.

16 **Q. WHAT LINE NUMBERS ARE STORED IN LIDB?**

17 A. LIDB contains billing validation information for Verizon VA's subscriber lines as well as  
18 subscriber lines of other CLECs and independent telephone companies that elect to store  
19 information in Verizon VA's LIDB. CLECs and independent telephone companies  
20 (ITCs) may elect to store their information in databases maintained by several other

1 entities and many do so. Carriers that store their information in Verizon VA's LIDB are  
2 responsible for determining and forwarding to Verizon VA the billing restrictions that  
3 apply to their respective line numbers. Such carriers are considered the account owners  
4 of the line numbers that they provide.

5 **Q. DOES VERIZON VA OFFER CLECS ACCESS TO ITS LIDB?**

6 A. Yes. CLECs can access Verizon VA's LIDB via a signaling protocol as specified by the  
7 Commission. CLECs may access and query LIDB via a direct link to Verizon VA's  
8 signal transfer point (STP) or through a hub provider that has access to the appropriate  
9 STP(s). LIDB may also be referred to as an SCP or signaling control point. Access is  
10 controlled and billed through the identification of the querying company's originating  
11 point code (OPC). The numeric point codes are the network identifiers for carriers  
12 associated with SS7 signaling. Therefore, each CLEC that accesses LIDB directly will  
13 have a point code uniquely identifying that CLEC, just as interexchange companies  
14 (IXCs) have their own respective point codes.

15 **Q. DOES VERIZON VA OFFER LIDB ACCESS TO CLECS AT UNE RATES?**

16 A. Yes. Verizon VA offers LIDB access to CLECs at UNE rates for use in completing local  
17 calls. The local interconnection agreement, and specifically access to LIDB as a UNE,  
18 applies to WorldCom as a CLEC. When WorldCom desires to access LIDB for its IXC  
19 toll business it must do so through access tariffs, and that is not properly an activity to be  
20 addressed in the terms of a local interconnection agreement.

1 **Q. DO CARRIERS THAT ARE NOT CLECS ALSO HAVE ACCESS TO LIDB?**

2 A. Yes. IXCs, ITCs, and other BOCs can also access LIDB to validate billing for calls  
3 completed on their respective networks. For example, a customer may make a call on  
4 SBC's network in California and request that the call be charged to the customer's  
5 Verizon VA telephone line number. SBC can query LIDB to validate billing before  
6 completing the call. Similarly, IXCs also access LIDB to validate billing for calls made  
7 by their long distance customers. This LIDB access is based on access tariffs filed with  
8 this Commission and the Virginia Commission.

9 **Q. SHOULD WORLDCOM BE REQUIRED TO USE ITS DESIGNATED CLEC**  
10 **POINT CODE SOLELY FOR ITS OWN LOCAL CALLS?**

11 A. Yes. WorldCom asserts that it can aggregate all the traffic of its IXC affiliates and divert  
12 that traffic from their existing IXC specific point codes to the point code designated for  
13 its CLEC traffic. This is an unacceptable practice and inappropriate under a local  
14 interconnection agreement. LIDB queries for interexchange calls should not be routed  
15 through the interconnection points designated for WorldCom's CLEC traffic. If the  
16 CLEC point code is misused to transmit access LIDB queries, Verizon VA will be unable  
17 to allocate and track which of the queries transmitted from WorldCom's CLEC point  
18 code are interexchange calls and which are actually WorldCom local calls. Therefore,  
19 WorldCom should be required to provide LIDB access queries solely through its  
20 established IXC codes. At the same time, the point codes it has established as a CLEC in  
21 Virginia should be used solely to transmit queries for the local calls it provides as a  
22 CLEC in Virginia.

1                                    **B.      Directory Assistance Database (DAL) (Issue IV-24)**

2    **Q.    WHAT ISSUE REMAINS CONCERNING THE PROVISION OF THE**  
3    **DIRECTORY ASSISTANCE DATABASE?**

4    A.    WorldCom would like to renegotiate the existing Directory Assistance License  
5    Agreement between Verizon VA and WorldCom, dated November 19, 1998 (the “DAL  
6    Agreement”), even though it does not expire until November 30, 2002. The DAL  
7    Agreement, by its terms, provides for the electronic transfer of directory assistance data,  
8    which is exactly the issue raised by WorldCom in Issue IV-24.

9    **Q.    DOES VERIZON VA BELIEVE IT IS APPROPRIATE TO CONSIDER THE DAL**  
10   **AGREEMENT IN THIS PROCEEDING?**

11   A.    No. WorldCom’s statement of Issue IV-24 suggests the DAL Agreement “may expire on  
12   November 30, 2001 because Verizon VA has the option of not renewing the Agreement.”  
13   WorldCom Petition at 68. Sections 1 of the DAL Agreement provides:

14                    This Agreement shall be extended automatically for subsequent  
15                    terms of one (1) year unless either the Licensee or the Telephone  
16                    Company provides written notice of its intent not to review the  
17                    Agreement at lease one hundred and eighty (180) days before the  
18                    expiration of the current term.

19   Pursuant to this provision, the DAL Agreement has been renewed because neither Party  
20   gave the required 180-day notice and thus the DAL Agreement will not expire until  
21   November 30, 2002.

1 Moreover, WorldCom failed to state in its discussion of this issue that the DAL  
2 Agreement was also the subject of a Settlement Agreement between WorldCom and  
3 Verizon VA. The Settlement Agreement was a contemporaneous agreement executed as  
4 an essential component to the execution of the DAL Agreement in November 1998.  
5 Pursuant to the Settlement Agreement, as long as the DAL Agreement exists and Bell  
6 Atlantic (now Verizon VA) complies with the DAL Agreement--and there has been no  
7 allegation Verizon VA is not complying--WorldCom has no right to arbitrate the DAL  
8 Agreement. That agreement provides:

9 **NOW, THEREFORE**, in consideration of the mutual promises  
10 herein set forth, the parties agree as follows

11 . . .  
12 2. As long as Bell Atlantic complies with the obligations set  
13 forth in this Agreement and the License Agreement, MCI [now  
14 WorldCom] agrees:

15 . . .  
16 (b) not to file any complaints, arbitrations, arbitration  
17 appeals, declaratory, or other proceedings against  
18 Bell Atlantic, and not to file comments opposing Bell  
19 Atlantic in other proceedings, in the future arising  
20 under the Telecommunications Act of 1996, state  
21 law, or orders of any regulatory commission  
22 regarding Bell Atlantic's provision of directory  
23 assistance data to MCI and others; provided that MCI  
24 may file comments or take action in the other  
25 proceedings as long as MCI does not challenge Bell  
26 Atlantic's provision of directory assistance data to  
27 MCI and others, the License Agreement, or this  
28 Agreement. (emphasis added)

29 Given WorldCom's unambiguous obligations under the Settlement Agreement,  
30 WorldCom's challenge to the provision of directory assistance data through the DAL

1 Agreement is absolutely inappropriate and should not be subject to arbitration in this  
2 proceeding. WorldCom's attempt to ignore its previous agreement should not be  
3 countenanced in this proceeding.

4 **C. Calling Name Database (CNAM) (Issue IV-25)**

5 **Q. WHAT ISSUE REMAINS IN DISPUTE REGARDING WORLDCOM'S USE OF**  
6 **CNAM?**

7 A. WorldCom requests a complete download, and continuing updates, of CNAM instead of  
8 query-by-query access to CNAM that Verizon VA makes available to all other CLECs.

9 **Q. DOES VERIZON VA AGREE THAT IT MUST "DUMP" ITS ENTIRE CNAM**  
10 **DATABASE TO WORLDCOM?**

11 A. No. The CNAM database provides access to a customer account name associated with  
12 the originating number of a call in response to a carrier query. This enables carriers to  
13 provide calling name services to their subscribers in connection with a Caller ID service.  
14 Verizon VA's CNAM database stores the numbers and names for all Verizon VA  
15 subscribers' lines as well as the numbers and names of subscribers of other local  
16 exchange carriers that elect to store this information in Verizon VA's CNAM databases.  
17 The CNAM therefore also includes the identity of the local exchange carrier providing  
18 those line numbers.

19 Verizon VA makes access to CNAM available to CLECs via signaling protocol that is  
20 substantially similar to LIDB access. Therefore, access is provided in compliance with

1 the Commission's *UNE Remand Order* which requires that "incumbent LECs must  
2 provide access to their call-related databases for the purpose of switch query and database  
3 response through the SS7 Network" (emphasis added). *UNE Remand Order* at ¶ 400.  
4 This provision clearly provides that access is via a "query" and there is no support for  
5 WorldCom's request for a complete download of CNAM. This per query access is also  
6 supported by the Commission:

7 We require incumbent LECs to provide this access to their call-  
8 related databases by means of physical access at the STP linked to  
9 the unbundled database.... We, therefore, emphasize that access to  
10 call-related databases must be provided through interconnection at  
11 the STP and that we do not require direct access to call-related  
12 databases.<sup>4</sup>

13 *First Report and Order* at ¶¶ 484, 485. Moreover, Verizon VA does not now have the  
14 technological means and processes for a CNAM download and, even if it were possible,  
15 such a transfer could compromise customer proprietary information and create a  
16 substantial risk of misuse.

17 **Q. HOW WOULD A TRANSFER OF VERIZON VA'S ENTIRE CNAM DATABASE**  
18 **COMPROMISE CUSTOMER PROPRIETARY INFORMATION?**

19 A. The CNAM database contains information beyond published subscriber list information.  
20 CNAM contains unlisted names and nonpublished numbers. Nonpublished numbers  
21 include not only numbers that subscribers have specifically requested not be published

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<sup>4</sup> See also *UNE Remand Order* at ¶ 410: "Thus, we require incumbent LECs to provide nondiscriminatory access to their call-related databases including, but not limited to, the CNAM Database...by means of physical access at the signaling transfer point linked to the unbundled databases."

1 but also numbers of multiple line customers. For example, a large business may  
2 subscribe to several hundred or even a thousand line numbers, but have only its main and  
3 selected numbers available to the public. Such nonpublished numbers are not available to  
4 directory publishers or directory assistance providers. The numbers are resident in the  
5 CNAM database, without distinction, because when a customer elects to initiate a call  
6 from an unlisted or unpublished number, the customer's originating number is received  
7 and delivered by the carrier completing the call. Therefore, CNAM enables a search by  
8 number to provide calling name information where available to the called party on a call-  
9 by-call basis. The carrier initiating a CNAM query is restricting such query to a number  
10 from which a call has actually been placed. It is, therefore, the calling customer that has  
11 elected to use and reveal the subscriber's number in a manner that justifies a CNAM  
12 query. In some instances, the caller may elect to block release of his name on a call-by-  
13 call basis.

14 If the CNAM database is transferred, the compiled data will disclose not only the identity  
15 of all nonpublished customer names and numbers, it will also reveal account information  
16 about individual accounts including the total number of lines and the identity of the  
17 providing local exchange carrier even if no calls are ever placed from such numbers.  
18 Providing multiple copies of the CNAM database to all requesting CLECs will increase  
19 the risk of inadvertent or intentional misuse of this information. The potential for such  
20 unauthorized use is a real risk given Verizon VA's experience involving use of the billing  
21 name and address (BNA) database which, like CNAM, contains customer specific  
22 information beyond published subscriber list information. Further, unless the receiving

1 CLEC institutes the same safeguards for accepting and using blocking instructions  
2 reasonably expected by subscribers, their names may be released inappropriately.

3 **Q. DOES VERIZON VA MAINTAIN SAFEGUARDS TO PREVENT MISUSE OF**  
4 **THE CNAM DATABASE?**

5 A. Yes. First, it should be emphasized that the query access made available to WorldCom  
6 and other CLECs is the same access that Verizon VA has to provide its own services. In  
7 providing calling name services, Verizon VA also uses per query access via SS7  
8 signaling to the STP to obtain CNAM responses; this is the same access available to  
9 CLEC. Verizon VA does not use the CNAM database for any other purposes. Further,  
10 Verizon VA mediates access to the CNAM not only through signaling but by contractual  
11 terms that require a carrier seeking access to query CNAM solely for the purpose of  
12 providing calling name services only on those occasions when calls are placed from the  
13 number that is queried. Other carriers that elect to store their subscriber names and  
14 numbers in Verizon VA's CNAM database are also given these assurances. Transfer of  
15 the CNAM data could effectively nullify these safeguard.

16 **IV. OPERATOR SERVICES/DIRECTORY ASSISTANCE (OS/DA) (ISSUES IV-80**

17 **AND 81)**

18 **Q. WHAT ISSUE REMAINS REGARDING VERIZON VA'S PROVISION OF**  
19 **OS/DA TO WORLDCOM?**

1 A. Actually, there should be no remaining issue about the provision of OS/DA to WorldCom  
2 by Verizon VA.

3 **Q. WHY IS THERE NO LONGER AN ISSUE WITH WORLDCOM REGARDING**  
4 **VERIZON VA'S PROVISION OF OS/DA?**

5 A. The Commission in the *UNE Remand Order* in ¶ 442 held that “incumbent LECs need  
6 not provide access to OS/DA as an unbundled network element” so long as the ILEC  
7 provides customized routing of OS/DA traffic to the requesting CLEC as part of the  
8 unbundled switching element and continues to provide non-discriminatory access to its  
9 OS/DA. The Commission stated that this non-UNE arrangement “best comports with the  
10 realities of a growing OS/DA marketplace, embraces a deregulatory approach where  
11 justified, and does not unduly confine the entry strategies of competitive carriers.” *Id.*  
12 Verizon VA provides such customized routing through the most up-to-date AIN  
13 architecture available in Verizon VA’s service territory and can provide such routing  
14 through the use of Feature Group D (FG-D) facilities as requested by WorldCom.  
15 Verizon VA also continues to provide nondiscriminatory access to its OS/DA and  
16 therefore OS/DA services are no longer provided on a UNE.

17 **Q. WHAT DO YOU BELIEVE TO BE WORLDCOM'S ISSUE?**

18 A. WorldCom has proposed provisions for its interconnection agreement with Verizon VA  
19 that describe how customized routing must be provided for OS/DA in Verizon VA  
20 service territories where AIN architecture has not yet been deployed. *See* WorldCom  
21 proposed interconnection agreement § 7.2.2. Because AIN architecture has been

1 deployed throughout Verizon VA's service territory, there is no basis to include  
2 WorldCom's expansive and irrelevant contractual language in this arbitration and to do  
3 so would be inappropriate.

4 **V. ISSUES STILL UNDER CONSIDERATION**

5 **Q. ARE WORLDCOM AND VERIZON VA STILL REVIEWING CERTAIN ISSUES**  
6 **DISCUSSED IN THE MEDIATION?**

7 A. Yes.

8 **Q. WOULD YOU IDENTIFY THOSE ISSUES?**

9 A. Yes.

10 1. Issue III-7(a) (Service Conversions)--Language circulating.

11 2. Issue III-7(b) (Service Conversions in Bulk)--Language being developed by  
12 Verizon VA.

13 3. Issue III-8 (Technically Feasible Points of Interconnection )--Language being  
14 developed.

15 4. Issue III-16 (Referral Announcement)--Resolved with WorldCom; language  
16 circulating between AT&T and Verizon VA.

17 5. Issue IV-18 (Multiplexing)--Language being circulated from a WorldCom-  
18 BellSouth agreement and from the national WorldCom--Verizon VA negotiations.

1           6.     Issue IV-19 (Network Interface Devices)--Language circulating between  
2                   WorldCom and Verizon VA.

3           7.     Issue VI-3(B) (Technical Standards for UNEs)--Language circulating between  
4                   WorldCom and Verizon VA.

5    Q.     DOES THIS CONCLUDE YOUR TESTIMONY?

6    A.     Yes.

**DECLARATION OF STEVEN J. GABRIELLI**

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections as to which I testified are true and correct.

Executed this 14 day of August, 2001.

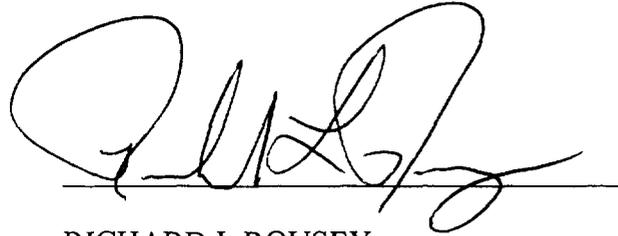
A handwritten signature in cursive script, reading "Steven J. Gabrielli", is written over a horizontal line.

{ Steven J. Gabrielli }

**DECLARATION OF RICHARD L. ROUSEY**

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections as to which I testified are true and correct.

Executed this 24 day of August, 2001.

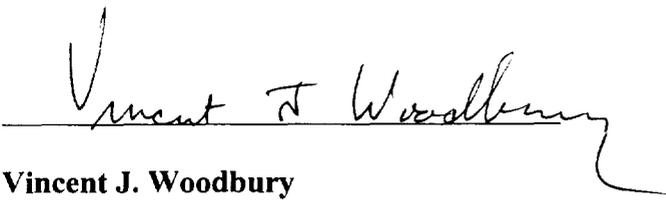
A handwritten signature in black ink, appearing to read 'R. L. Rousey', is written over a horizontal line. The signature is stylized and cursive.

RICHARD L ROUSEY

**DECLARATION OF VINCENT J. WOODBURY**

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections as to which I testified are true and correct.

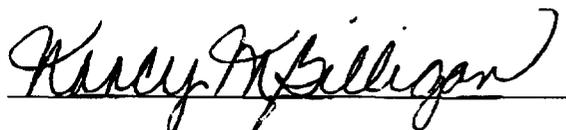
Executed this 15 day of August, 2001.

  
Vincent J. Woodbury

**DECLARATION OF NANCY M. GILLIGAN**

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections as to which I testified are true and correct.

Executed this 16<sup>th</sup> day of August, 2001.

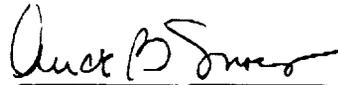
A handwritten signature in cursive script, reading "Nancy M. Gilligan", written over a horizontal line.

NANCY M. GILLIGAN

**DECLARATION OF {FILL IN NAME}**

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections as to which I testified are true and correct.

Executed this 16 day of August, 2001.



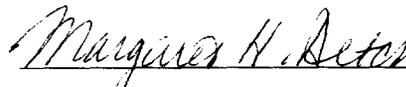
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Alice B. Shocket

**DECLARATION OF {FILL IN NAME}**

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections as to which I testified are true and correct.

Executed this 14th day of August, 2001.

  
\_\_\_\_\_

Margaret H. Detch



1           **CURRICULUM VITA FOR UNBUNDLED NETWORK ELEMENTS PANELIST**

2   **I. VINCENT J. WOODBURY**

3           Mr. Woodbury has more than twenty years of experience in the  
4           telecommunications industry. During that time, he has held various line and staff  
5           positions of increasing responsibility in Operator Services, Consumer Marketing  
6           and, most recently, Retail Markets. In his current position as Director –  
7           Regulatory Planning for Operator Services and Retail Markets, he is responsible  
8           for ensuring compliance with state and federal regulatory requirements for  
9           Operator Services and Directory Assistance. He received a Bachelor of Arts  
10          degree in History from Stonehill College in 1972, and a Masters of Arts degree  
11          from Stonybrook University in 1976.

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