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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

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September 17, 2001

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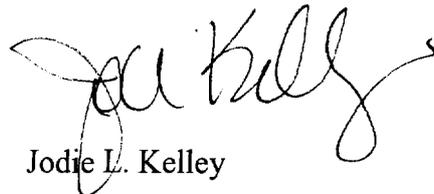
Re: CC Docket Nos. 00-218, 00-249, and 00-251

Dear Ms. Salas:

Enclosed for filing in the above captioned docket, please find an original and three copies of the Rebuttal Testimony of WorldCom witnesses Chuck Goldfarb, Alan Buzacott, and Roy Lathrop regarding the issues addressed in Verizon's August 31, 2001 late-filed testimony. An additional eight copies of the testimony have been provided in a separate envelope to be delivered to the arbitrator. Finally, an extra copy is enclosed to be file-stamped and returned.

If you have any questions, please do not hesitate to call me at 202-639-6058. Thank you very much for your assistance with this matter.

Very truly yours,



Jodie L. Kelley

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

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SEP 17 2001

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

CC Docket No. 00-218

**REBUTTAL TESTIMONY OF CHUCK GOLDFARB, ALAN BUZACOTT,
AND ROY LATHROP**

(Issues IV-18, III-8, VI-3(B) and IV-19)

September 17, 2001

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1 **PART ONE: INTRODUCTION AND OVERVIEW**

2 **Q. What is the purpose of this testimony?**

3 A. The purpose of this testimony is to respond to Verizon's late filed additional
4 direct testimony on the following mediation issues: IV-18 (multiplexing), III-8
5 (technically feasible points of interconnection), VI-3(B) (network elements - technical
6 standards and specifications), and IV-19 (network interface device).

7 **Q. Who are the members of the witness panel sponsoring this testimony?**

8 A. The members of this Panel are Chuck Goldfarb, Alan Buzacott, and Roy Lathrop.

9 **Q. Are you the same Chuck Goldfarb, Alan Buzacott, and Roy Lathrop who**
10 **filed direct testimony on August 17, 2001, and rebuttal testimony on September 5,**
11 **2001, on mediation issues in this proceeding?**

12 A. Yes.

13 **Issue IV-18:**

14 **Q. Does Verizon's additional testimony provide any basis to exclude the**
15 **definition of multiplexing proposed by WorldCom?**

16 A. No. The question raised by Issue IV-18 is whether the interconnection agreement
17 should provide a definition of multiplexing. In its Additional Testimony, Verizon largely
18 ignores that straightforward question, preferring instead to rehash its claim that it is under
19 no obligation to allow WorldCom to request multiplexing functionality.

1 As WorldCom has previously shown, in its Rebuttal Testimony on Mediated
2 Issues (Issue IV-21), Verizon is required to provide multiplexing functionality to
3 requesting carriers. In light of that obligation, it is essential that a clear definition of
4 multiplexing be included in the interconnection agreement. By clearly defining the
5 multiplexing functionality that Verizon must provide to WorldCom, the contract
6 language proposed by WorldCom will significantly reduce the potential for disputes.

7 **Q. Verizon contends that “multiplexing” is difficult to define. Do you agree?**

8 A. No. There is no merit to Verizon’s claim, in footnote 2 of its Additional Direct
9 Testimony on Mediation Issues, that the term “multiplexing” “encompasses a wide range
10 of functions and special purpose equipment that would prove most difficult to define
11 specifically within an interconnection agreement.” See Verizon Additional Direct
12 Testimony at 4 n.2. “Multiplexing” is a familiar term of art in the telecommunications
13 industry, and is accurately defined by the contract language proposed by WorldCom.
14 Verizon does not, and cannot, point to any aspect of WorldCom’s proposed definition
15 that is inaccurate or unclear.

16 **Q. Verizon contends that its obligation to provide multiplexing is limited to**
17 **“multiplexing in the middle,” i.e., that it does not have to provide an unbundled loop**
18 **or transport that includes multiplexing specified by the requesting carrier. Do you**
19 **agree?**

20 A. No. As Verizon concedes, Verizon must provide multiplexing because
21 multiplexing is one of the technically feasible “facilities, features, functions, and

1 capabilities” of the unbundled loop and transport elements.¹ If multiplexing is one of the
2 features, functions, or capabilities of the loop or transport element when multiplexing is
3 “inherent” in a loop or transport facility, then multiplexing must also be a feature,
4 function, or capability of the loop or transport element when a particular multiplexing
5 configuration is specified by the requesting carrier.

6 Indeed, the ability to specify a multiplexing configuration is essential to giving
7 requesting carriers all of the features, functions, and capabilities of the loop and transport
8 elements, as is required by the Commission’s rules. As WorldCom discussed in its
9 Rebuttal Testimony on Mediated Issues, one of the capabilities of both the loop and
10 transport elements is that these elements may be “channelized,” i.e., a DS-3 may carry
11 multiple DS-1s and DS-0s. Consequently, in order to comply with its duty to provide
12 requesting carriers with all of the features, functions, and capabilities of the loop or
13 transport elements, Verizon must provide requesting carriers with the multiplexing
14 functionality needed to configure channels within a loop or transport facility. For
15 example, Verizon must allow a CLEC that has ordered DS-3 transport to specify the
16 multiplexing necessary to configure DS-1 and DS-0 channels within that DS-3. Such
17 multiplexing would allow the CLEC to establish an efficient transport network by
18 purchasing a single DS-3 instead of multiple DS-1s or, for example, aggregating multiple
19 DS-1 unbundled transport circuits at a “hub” office for transport over an unbundled DS-3
20 circuit to a WorldCom collocation site.

21 **Q. Is it sufficient that Verizon provides multiplexing “voluntarily”?**

¹Verizon Additional Direct Testimony on Mediation Issues at 5.

1 A. No. Verizon’s “voluntary” provision of multiplexing is inadequate in at least two
2 respects. First, by providing multiplexing only on a voluntary basis, Verizon could
3 withdraw its “offer” of multiplexing at any time. Second, because Verizon is offering
4 multiplexing “separately from loops, interoffice transport, and switching,” Verizon
5 would, in effect, require the requesting carrier to assemble the loop or transport element
6 itself. In order to obtain access to the channels within a loop or transport circuit using
7 Verizon facilities, the requesting carrier would have to collocate and cross-connect to
8 both the multiplexer and the loop or transport circuit.

9 **Q. In its additional direct testimony, Verizon notes that it does not deploy loop
10 concentration equipment in its outside plant network or in its central offices. Is
11 WorldCom seeking access to concentration equipment that is not currently deployed
12 in Verizon’s network?**

13 A. No. WorldCom is not seeking access to loop concentration equipment that is not
14 currently deployed in Verizon’s network. However, the language proposed by
15 WorldCom should be included in the interconnection agreement in order to assure
16 WorldCom access to GR-303 loop concentrators or similar equipment in the event that
17 Verizon deploys such equipment in the future.

18 **Q. Verizon claims that it provides DCS functionality to IXCs only as an
19 “inherent” part of the provisioning of transport. Verizon also claims that its
20 intellimux service is not equivalent to the functionality of DCS provided to IXCs.
21 Do you agree?**

1 A. No. It is not true that Verizon provides DCS functionality to IXCs only as an
2 inherent part of the provisioning of transport. As WorldCom has previously shown in its
3 Rebuttal Testimony on Mediated Issues, Verizon’s Tariff FCC No. 1 states that IXCs
4 may use Verizon’s IntelliMux service to communicate instructions “to the digital cross-
5 connect system(s) (DCSs) associated with the customer’s services to effect the
6 reconfiguration.” Verizon Tariff FCC No. 1, Section 7.2.12 (B). Obviously, if Verizon’s
7 IntelliMux service gives interexchange carriers the ability to control digital cross-
8 connects, then Verizon’s provisioning of cross-connect functionality to IXCs is not
9 limited to DCS functionality “inherent” in the offering of transport. Furthermore, as
10 WorldCom noted in its Rebuttal Testimony on Mediated Issues, the AT&T ex parte letter
11 cited in the Local Competition First Report and Order’s discussion of DCSs gives Bell
12 Atlantic’s IntelliMux service as an example of the DCS capabilities available to IXCs.
13 Local Competition First Report and Order at ¶ 444 n.990 (citing letter from Bruce K.
14 Cox, AT&T to William F. Caton, Acting Secretary FCC, July 18, 1996).

15 **Issue III-8**

16 **Q. In its additional direct testimony, Verizon clarifies that it would not require**
17 **WorldCom to collocate in order to access UNEs and also provides language (that it**
18 **and AT&T agreed to) about non-discriminatory access to UNEs and UNE**
19 **combinations. Do the clarification and proposed language provide appropriate**
20 **contractual certainty about where WorldCom could interconnect to Verizon’s**
21 **network?**

1 A. Unfortunately not. WorldCom is pleased that Verizon has clarified that, contrary
2 to a possible interpretation of the language in § 1.7 of its proposed contract, it would not
3 require WorldCom to collocate in order to access UNEs. But the language on Unbundled
4 Access in Section 11.0 of its proposed agreement with AT&T explicitly constrains its
5 obligation to provide such access to the other terms and provisions of its proposed
6 agreement, several of which, notably the various subsections within Section 1, would
7 severely restrict access. For example, according to the language in Section 11.0, Verizon
8 would make such access available only “to the extent provision of such Network
9 Elements and Combinations is required by applicable law.” But as we have explained in
10 earlier testimony, Verizon would reserve the right, under §§ 1.1 and 1.5 of its proposed
11 interconnection agreement, to discontinue offering, and to disconnect network elements
12 that Verizon unilaterally determines it is no longer required to provide WorldCom under
13 applicable law. Given how uncertain access to UNEs would be if Verizon were granted
14 such discretion, it is not surprising that (in Verizon’s words) AT&T, like WorldCom,
15 “desire[s] more specificity in the interconnection agreement as to how each type of
16 access to a UNE should be provided”² than is provided by Section 11.0.

17 **Issue VI-3(B)**

18 **Q. Verizon objects to WorldCom’s proposed language on technical standards**
19 **and specifications, specifically alleging that the language in section 3.2 of**
20 **Attachment III would create ambiguities. Verizon argues that instead of**
21 **incorporating such technical standards and specifications in the interconnection**

² Verizon’s Additional Direct Testimony on Mediation Issues at 11.

1 **agreement, the only requirement should be that Verizon agrees to comply with**
2 **applicable law in the provision of UNEs to WorldCom. What are the implications of**
3 **Verizon’s proposal?**

4 A. It is Verizon’s proposal, not WorldCom’s, that would create ambiguities. Laws
5 and rules set the framework for commercial interactions, but do not and cannot provide
6 the level of detail required to fully implement specific commercial interactions. That
7 must be left to private contracts, which flesh out the legal and regulatory framework.

8 Congress recognized, however, that interconnection agreements are not typical
9 commercial interactions because the ILECs would benefit if other telecommunications
10 carriers could not interconnect with their networks. Congress therefore constructed an
11 explicit process – requesting carriers and ILECs should first attempt to negotiate
12 interconnection agreements and when they fail to do so the arbitration process exists to
13 resolve impasses. Thus, for example, Rule 51.311 requires access to UNEs “at least
14 equal in quality to that which the incumbent LEC provides to itself.” That provides the
15 framework for Verizon and WorldCom to identify the relevant parameters to ensure
16 access that is equal in quality. Verizon has refused to identify such parameters.

17 WorldCom has attempted to identify the relevant parameters and explicitly includes them
18 in Section 3 of its proposed interconnection agreement. The Commission, as the
19 arbitrator, should recognize the need for parameters in the contract that measure access
20 “at least equal in quality.” WorldCom’s proposal does not create ambiguity; to the
21 contrary, it introduces clarity by identifying the relevant parameters.

1 **Issue IV-19**

2 **Q. What is Verizon's position regarding WorldCom access to its NIDs?**

3 A. In Section V (Network Interface Device Issue IV-19), Verizon contends that
4 WorldCom's request to include the ability to remove inside wire from the network side of
5 Verizon's NID and connect that wire to WorldCom's NID would make it impossible for
6 Verizon to ensure the integrity and electrical safety of its network. Verizon also opposes
7 permitting WorldCom to connect its loop facilities to a customer's inside wire through
8 Verizon's NID in any technically feasible manner, contending again that granting
9 WorldCom the ability to perform connections to the NID would be dangerous. Finally,
10 Verizon would limit types of connection to its NID to: 1) a cross connection from an
11 adjoining CLEC NID, or 2) a direct connection if an entrance module is available.

12 **Q. Is Verizon's position, limiting types of NID access to two types, consistent**
13 **with relevant Commission orders?**

14 A. No. Verizon states that this position is consistent with the UNE Remand Order at
15 paragraphs 237 and 240. In fact, the UNE Remand Order at paragraph 237 clearly states
16 that "...an incumbent LEC must permit a requesting carrier to connect its own loop
17 facilities to the inside wire of the premises through the incumbent LEC's network
18 interface device, or at any other technically feasible point, to access the inside wire
19 subloop element." WorldCom's proposed contract language in Attachment III section
20 4.7.2 is based on the language in the above-cited paragraph. If an entrance module is not
21 available, Verizon would require WorldCom to establish its own NID and utilize a cross
22 connect. This forces WorldCom to incur expenses which would not be necessary if

1 WorldCom were permitted to either connect its loop to the customer using Verizon's
2 NID, or disconnect the customer from Verizon's NID and connect them to WorldCom's
3 NID.

4 **Q. Is Verizon's position, that allowing WorldCom to perform the work to**
5 **connect its loop to the customer at its NID would endanger its network, consistent**
6 **with Commission orders?**

7 A. No. Verizon cites paragraphs 392-394 of the Commission's Local Competition
8 Order to support denying WorldCom the ability to make its own connections to Verizon's
9 NID. This section of the Commission's Local Competition Order does deal with the
10 safety issues that arise when a CLEC desires to make its own connections to an ILEC's
11 NID. The Commission concluded this section by finding that although competitors
12 would benefit from this ability, "[s]tates should determine whether direct connection to
13 the NID can be achieved in a technically feasible manner in the context of specific
14 requests by competitors for direct access to incumbent LECs' NIDs." Local Competition
15 Order at ¶ 396. Rather than rejecting the feasibility of CLECs making their own
16 connections to the ILEC's NID, the Commission left it up to each state to answer this
17 question. Now that the Commission is hearing this case, it must decide the technical
18 feasibility of permitting WorldCom to make its own connections to Verizon's NID.

19 **Q. Is WorldCom's proposal to make its own connections to and disconnections**
20 **from Verizon's NID technically feasible?**

21 A. Yes. The Commission's concern about the technical feasibility of having a CLEC
22 directly connect its loops to the ILEC's NID rested on concern that the disconnected

1 ILEC loop would be left without overvoltage protection. See Local Competition Order at
2 ¶ 395. WorldCom's proposed contract in Attachment III section 4.7.3.2 clearly states
3 that it will not disconnect ground wires from Verizon's NIDs, enclosures, or protectors.
4 WorldCom's proposed contract language satisfies the Commission's only stated concern
5 regarding direct connection to an ILEC NID, and should therefore be considered
6 technically feasible. The burden of proving this is technically infeasible due to reasons of
7 network reliability lies with Verizon. See Local Competition Order at ¶ 203. Verizon
8 has not met this burden of proof in its comments to date.

9 **Q. Has the Commission already determined that CLECs may use their own**
10 **employees or contractors to perform work on an incumbent's facilities?**

11 A. Yes. The Commission has concluded that so long as a CLEC utilizes properly
12 trained employees, a CLEC may utilize its own employees or contractors to perform
13 work on an incumbent's facilities, and that permitting an ILEC to dictate the employees
14 authorized to work on its facilities would impede access and delay entry. See Local
15 Competition Order at ¶ 1182.

16 **Q. Does this conclude your testimony?**

17 A. Yes.

I, Roy Lathrop hereby swear and affirm that the foregoing Response to Additional 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:

A handwritten signature in cursive script, appearing to read "Roy Lathrop", is written over a solid horizontal line. The signature is positioned to the right of the word "Signed:".

I, ALAN BUZACOTT hereby swear and affirm that the foregoing Response to Additional 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:

Alan Buzacott

I, CHICK GOLDFARB hereby swear and affirm that the foregoing Response to Additional 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:

Chick Goldfarb