

1 WorldCom Witness Caputo, at 10-11. WorldCom Witness Caputo describes  
2 WorldCom's "needs" in great detail:

3 WorldCom requires Verizon to route WorldCom's OS/DA traffic,  
4 using switch software features, to existing shared access, Feature  
5 Group D trunks on WorldCom's Long Distance Network.  
6 Verizon's switch will translate each WorldCom customer's 411 or  
7 555-1212 call into a new 10-digit number that Verizon will route  
8 like any other long distance call it sends to WorldCom's long  
9 distance, FGD trunks. Similar methods will be used to translate  
10 WorldCom's customers 0+ and 0- calls and route them to  
11 WorldCom's long distance network. Verizon will perform the  
12 switching functions and translations necessary to support this  
13 routing. Verizon will then send these WorldCom calls, along with  
14 all other WorldCom long distance calls (customer-originated 1+  
15 calls where the WorldCom customer is PIC'd to WorldCom) to  
16 WorldCom's existing FGD trunks. The switch will read the new  
17 10-digit number as a 1+ call that goes to WorldCom as the  
18 customer's PIC'd long distance carrier, and will send it to  
19 WorldCom's appropriate FGD trunk group. This is a very efficient  
20 method of routing for WorldCom, which has established FGD  
21 trunk groups currently sending Long Distance traffic from  
22 Verizon's local switches.

23 *Id.* at 13. According to WorldCom Witness Caputo, WorldCom's testing of this  
24 customized routing "prove[s] conclusively" that it "is technically feasible to perform  
25 customized routing using FGD signaling with the necessary translations." *Id.* at 14.

26 **Q. IN VERIZON VA SERVICE TERRITORIES, WILL VERIZON VA PROVIDE**  
27 **CUSTOMIZED ROUTING TO WORLDCOM'S FG-D TRUNKS IN THE**  
28 **MANNER IN WHICH WORLDCOM PROPOSES?**

29 A. Yes. Verizon VA offers customized routing of OS/DA, including FG-D protocol.

1 As outlined in Verizon VA's responses to WorldCom Data Requests 1-28, 6-110 and 6-  
2 114, Verizon provides UNE-based CLECs OS/DA customized routing via the industry  
3 standard Feature Group-C (FG-C) with Modified Operator Services Signaling (MOSS).  
4 MOSS trunks are also used by switch based CLECs to deliver their customers' calls to  
5 Verizon for OS/DA processing. Verizon also uses this same industry standard service  
6 architecture to route its own end users' OS/DA calls from each end office to its OS/DA  
7 platforms.

8 In Virginia, Verizon VA is also able to offer an additional method for the customized  
9 routing of OS/DA calls because Verizon VA has special Advanced Intelligent Network  
10 (AIN) capabilities that enable routing via FG-D trunks. Routing OS/DA calls via FG-D  
11 trunks is not the industry standard and does not support all call control features that are  
12 associated with the full provision of OS/DA services, several of which are used in  
13 emergency situations. Most specifically, operator ringback and call control features are  
14 not available with FG-D protocol. With AIN, Signaling System 7 ("SS7") is used as the  
15 communication network for service controlling computers called Integrated Service  
16 Control Points (ISCPs™), a product developed by Bellcore. ISCPs™ provide the ability  
17 for the calling party's switch to interrupt call processing and request instructions from the  
18 ISCP™ for further routing instructions. A switch incorporating this call interruption  
19 feature is called a Service Switching Point ("SSP").

20 Implementation and provisioning of this AIN service involves three major functions. The  
21 first function is the provisioning of CLEC network facilities at the end office SSPs from  
22 which the CLEC end-users will be provided service. The second function is the

1 provisioning of the CLEC routing options in the ISCP™ database. The third function  
2 involves the activation of the individual CLEC end-users at the CLEC-capable SSP and  
3 ISCP™. The CLEC's custom routing options are manually entered into various tables  
4 that identify the appropriate routes from Verizon VA's end offices to the CLECs trunk  
5 facilities. This provisioning information is accessed whenever a CLEC end-user places a  
6 call. The AIN trigger provides the mechanism to access the ISCP™ database to  
7 determine the appropriate routing for calls placed from a UNE-based customer's line.

8 **Q. IF VERIZON VA PROVIDES WORLDCOM WITH EXACTLY WHAT IT IS**  
9 **ASKING FOR IN VERIZON VA SERVICE TERRITORIES, WHY IS THIS**  
10 **ISSUE STILL IN DISPUTE?**

11 A. Verizon VA is not really sure what WorldCom is seeking beyond what it has formally  
12 requested. As noted in our Direct Testimony filed on August 17, 2001, WorldCom has  
13 proposed provisions for its interconnection agreement with Verizon VA that describe  
14 how customized routing must be provided for OS/DA in Verizon service territories where  
15 AIN architecture has not yet been deployed. *See* WorldCom's proposed interconnection  
16 agreement § 7.2.2. Because AIN architecture has actually been deployed throughout  
17 Verizon VA's service territory, there is no basis to include WorldCom's irrelevant  
18 language. In fact, the only apparent basis for WorldCom's position is its hope to obtain  
19 language that WorldCom would seek to import it to another jurisdiction where AIN  
20 architecture has not been deployed. That is, frankly, an abuse of the arbitration process  
21 that should not be countenanced. WorldCom should not be permitted to negotiate terms  
22 and conditions in this proceeding that will have no application in Virginia.

1 Q. IS VERIZON VA WILLING TO DEMONSTRATE TO WORLDCOM THAT ITS  
2 OS/DA CUSTOMIZED ROUTING SERVICE IN VIRGINIA WILL ROUTE  
3 WORLDCOM'S OS/DA TRAFFIC ASSOCIATED WITH ITS UNE-P TO THE  
4 FG-D TRUNKS DESIGNATED BY WORLDCOM?

5 A. Yes, Verizon VA is willing to test its AIN architecture to demonstrate to WorldCom that  
6 this enhanced customized routing service is available in Virginia and will route OS/DA  
7 calls via standard FGD signaling protocol. In fact, Verizon VA has sent WorldCom a  
8 letter offering to engage in such testing.

9 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

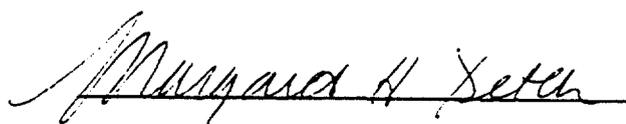
10 A. Yes.

11

**DECLARATION OF MARGARET H. DETCH**

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 5th day of September, 2001.

A handwritten signature in cursive script, reading "Margaret H. Detch", written over a horizontal line.

MARGARET H. DETCH

**DECLARATION OF SUSAN FOX**

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 5 day of September, 2001.

  
\_\_\_\_\_

SUSAN FOX

**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 5<sup>th</sup> day of September, 2001.

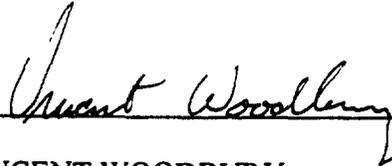


NANCY M. GILLIGAN

**DECLARATION OF VINCENT 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 5<sup>th</sup> day of September, 2001.

  
\_\_\_\_\_  
VINCENT WOODBURY

**DECLARATION OF JOSEPH GANSERT**

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.

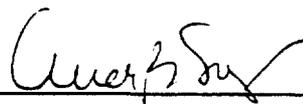
Executed this 5<sup>th</sup> day of September, 2001.

A handwritten signature in cursive script, reading "Joseph Gansert", is written over a solid horizontal line.

**Alice B. Shocket**

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 31 day of August, 2001.

A handwritten signature in cursive script, appearing to read "Alice B. Shocket", written over a horizontal line.

**Alice B. Shocket**

**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 29th day of August, 2001.

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

RICHARD L. ROUSEY

**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 29th day of August, 2001.

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

**{Steven J. Gabrielli}**



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

**RECEIVED**

SEP 27 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	)	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 REBUTTAL TESTIMONY ON MEDIATION ISSUES  
(CATEGORIES I AND III THROUGH VII)**

**RESALE**

- JOSEPHINE MAHER

SEPTEMBER 5, 2001

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1 **I. INTRODUCTION AND OVERVIEW**

2 **Q. ARE YOU THE SAME JOSEPHINE MAHER THAT OFFERED DIRECT**  
3 **AND REBUTTAL TESTIMONY ON THE NON-MEDIATION RESALE-**  
4 **RELATED ISSUES?**

5 A. Yes, and my education and background were described in my Direct Testimony  
6 on non-mediation resale-related issues.

7  
8 **Q. DID YOU FILE ANY DIRECT TESTIMONY ON THE MEDIATION**  
9 **RESALE-RELATED ISSUES?**

10 A. I did not. It was my understanding that the mediation resale-related issues were  
11 resolved.

12  
13 **Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY IN THIS**  
14 **PROCEEDING?**

15 A. The purpose of this testimony is to respond to the testimony of WorldCom  
16 witness Argenbright with respect to the resale of advanced services (Issue IV-38).

17  
18 **II. RESALE OF ADVANCED SERVICES (Issue IV-38)**

19 **Q. DID WORLDCOM RAISE AN ISSUE REGARDING THE RESALE OF**  
20 **ADVANCED SERVICES IN ITS PETITION FOR ARBITRATION?**

21 A. No. WorldCom's original statement of Issue IV-38 raised the issue of whether  
22 WorldCom's proposed contract language listing various services for resale should  
23 be included in the Parties' interconnection agreement. Neither in its Petition for  
24 Arbitration or its accompanying proposed interconnection agreement did

1 WorldCom suggest that the interconnection agreement should include a specific  
2 reference to resale of advanced services as WorldCom witness Argenbright now  
3 suggests.

4  
5 **Q. DESPITE WORLDCOM'S FAILURE TO RAISE THE ISSUE IT NOW**  
6 **DESCRIBES AS ISSUE IV-38, WHAT IS VERIZON VA'S RESPONSE TO**  
7 **WORLDCOM'S CLAIM THAT IT IS ENTITLED TO OBTAIN**  
8 **ADVANCED SERVICES FOR RESALE FROM VERIZON VA?**

9 A. Notwithstanding WorldCom's failure to raise this issue, Verizon VA and  
10 WorldCom made significant progress in reaching agreement on the resale  
11 attachment and narrowing any open issue to this newly raised issue. Moreover, as  
12 now raised by WorldCom, this issue is basically the same issue as AT&T Issue V-  
13 9 (resale of advanced services). Accordingly, rather than objecting to this as a  
14 newly raised issue, Verizon VA simply refers to and incorporates herein its  
15 testimony on AT&T Issue V-9 in response to WorldCom's newly raised Issue No.  
16 IV-38.

- 17 • Verizon VA's Direct Testimony On Non-Mediation Issues -- Resale  
18 (July 31, 2001), pages 5-6, (addressing AT&T Issue No. V-9);
- 19 • Verizon VA's Rebuttal Testimony On Non-Mediation Issues --  
20 Resale (August 17, 2001), pages 3-7 (addressing AT&T Issue No. V-  
21 9); and
- 22 • Verizon VA's Rebuttal Testimony On Non-Mediation Issues --  
23 Advanced Services (August 17, 2001), pages 62-65 (addressing  
24 AT&T Issue No. V-9).

25

1 Q. PLEASE SUMMARIZE VERIZON VA'S POSITION ON WORLDCOM'S  
2 PROPOSAL TO INCLUDE A SPECIFIC REFERENCE TO RESALE OF  
3 ADVANCED SERVICES IN THE PARTIES' INTERCONNECTION  
4 AGREEMENT.

5 A. Just as Verizon VA pointed out to AT&T, at present WorldCom can get what it  
6 seeks here -- access to advanced services pursuant to § 251(c)(4) -- from VADI-  
7 VA directly. See VADI's FCC Tariff No. 1, Section 5, Part III; VADI-VA  
8 Virginia SCC Tariff No. 1, 1st Revised Page 30 (Cancels Original Page 30), § 3.1.  
9 In the future, should Verizon VA reintegrate VADI -- the existing language to  
10 which WorldCom and Verizon VA have already agreed will ensure that Verizon  
11 VA offer for resale any advanced services it offers in the future at retail to non-  
12 telecommunications carriers. That is, pursuant to the following agreed portion of  
13 the Resale Attachment of the Verizon VA/WorldCom interconnection agreement,  
14 Verizon "shall make available to MCIIm, in accordance with this Agreement and  
15 the requirements of Applicable Law (including, but not limited to, Sections  
16 251(b)(1), 251(c)(4) and 271(c)(2)(B)(xiv) of the Act), Verizon's  
17 Telecommunications Services for resale by MCIIm . . . ; provided, that  
18 notwithstanding any other provision of this Agreement but subject to the "change-  
19 of-law" provisions of this Agreement, Verizon shall be obligated to provide  
20 Telecommunications Services to MCIIm for resale only to the extent required by  
21 Applicable Law."

22

1 Q. DID VERIZON VA PROPOSE ANY ADDITIONAL CONTRACT  
2 LANGUAGE TO AMELIORATE WORLDCOM'S CONCERN  
3 REGARDING ACCESS TO ADVANCED SERVICES AT RESALE?

4 A. Yes. Verizon VA proposed the following additional contract language to  
5 WorldCom (emphasized below):

6 1.1 Verizon shall make available to MCI, in  
7 accordance with this Agreement and the requirements of  
8 Applicable Law (including, but not limited to, Sections 251(b)(1),  
9 251(c)(4) and 271(c)(2)(B)(xiv) of the Act), Verizon's  
10 Telecommunications Services for resale by MCI (which  
11 services, as of [FILL IN ACTUAL EFFECTIVE DATE OF  
12 AGREEMENT] in Virginia include, without limitation, Centrex,  
13 Station Message Desk Interface (SMDI), Operator Services and  
14 Directory Assistance Services ("OS/DA"), and 311 services;  
15 *provided that Verizon shall make Advanced Services (as such*  
16 *term is defined by the FCC) available either directly or, at its*  
17 *option, through Verizon Advanced Data, Inc. (VADI), an*  
18 *affiliated entity that is subject to Section 251(c) of the Act;*  
19 provided finally, that notwithstanding any other provision of this  
20 Agreement but subject to the "change-of-law" provisions of this  
21 Agreement, Verizon shall be obligated to provide services to  
22 MCI for resale only to the extent required by Applicable Law."

23 Verizon VA awaits WorldCom's response to this proposed language.

24  
25 Q. DID VERIZON VA PROPOSE SIMILAR LANGUAGE TO AT&T TO  
26 RESOLVE AT&T ISSUE V-9?

27 A. Yes. Verizon VA awaits AT&T's response as well.

28  
29 Q. WHAT DO YOU PROPOSE THIS COMMISSION SHOULD DO?

30 A. The Commission should reject WorldCom's newly proposed contract  
31 language as unnecessary. Rather, the Commission should order the Parties to  
32 incorporate only those portions of the Resale Attachment to which they

1           already have agreed. In the alternative, should the Commission determine that  
2           further clarification is required, the Commission should order the Parties to  
3           include Verizon VA's proposed provision referencing the provision of  
4           Advanced Services.

5

6   **Q   DOES THIS CONCLUDE YOUR TESTIMONY?**

7   **A.   Yes, it does.**

8

