

1 MR. DYGART: Let's take a five-minute
2 break and be back at 10 to six.

3 (Brief recess.)

4 ARBITRATOR ATTWOOD: Would you identify
5 yourselves for the record, please.

6 MS. FOX: Susan Fox.

7 MS. DETCH: Margaret Detch.

8 MR. GANSERT: Joe Gansert.

9 MR. ROUSEY: Richard Rousey.

10 MS. FARROBA: We have a couple of people
11 who haven't been previously sworn, so if we could
12 go ahead and get them sworn in at this point.

13 Whereupon,

14 MARGARET DETCH

15 RICHARD ROUSEY

16 was called for examination by counsel for
17 Commission and, after having been duly sworn by the
18 notary public, was examined and testified as
19 follows:

20 MS. FARROBA: Also to note on the record
21 that the other two witnesses are still under oath.

22 MR. DYGART: And I guess we didn't say

1 anything beyond that Verizon was crossing first.

2 MR. GARY: We do have one correction for
3 Ms. Detch, and we didn't write it out and I can
4 just ask her to give you those corrections. And
5 they're the same corrections.

6 MR. DYGART: This is to her testimony?

7 MR. GARY: It affects her testimony. Do
8 you have any corrections to your testimony?

9 MS. DETCH: Yes, as noted in my testimony,
10 issues on page 16 of the direct testimony on the
11 nonmediated issues, I want to ensure that the
12 proposed Interconnection Agreement language
13 submitted on May 31st by Verizon is accurate. I
14 would like to strike language in AT&T, its Verizon
15 Virginia Exhibit C 3 on May 31st, Section
16 11.2.15.3. I want to strike the language that
17 says, "or for future growth."

18 Also in the MCI WorldCom section, this was
19 under Exhibit C 1 also submitted on May 31st,
20 Section 7.2.10.3, striking the same language, "or
21 for future growth."

22 MS. FARROBA: Could we just have all of

1 that memorialized and offered as I guess a
2 supplement to the testimony?

3 MR. GARY: We will do that. In case we
4 want to cross-examine her, we wanted to get that on
5 the record. But we will provide that tomorrow.

6 MR. DYGART: We don't have a strong
7 preference about whether AT&T or WorldCom goes
8 first, but one of you should go first and then
9 other one will get to go first on the following
10 subpanel.

11 CROSS-EXAMINATION

12 MR. LOUX: Ridge Loux for AT&T.

13 I would like to direct my question to the
14 panel and to the member of the panel who can best
15 address the issue of I'm going to use the acronym,
16 and I apologize, MTE for multi-tenant environment
17 or ultimately MDU, for multiple dwelling units, MTE
18 access for subloops, and in particular and I think
19 it's Verizon Exhibit 1, your direct testimony at
20 pages eight and nine, when you speak about the need
21 for Verizon Virginia employee intervention for MTE
22 access.

1 Are you familiar with that testimony? The
2 person who's most familiar with it acknowledge.

3 MR. ROUSEY: That would be me. I missed
4 the reference. I'm sorry.

5 MR. LOUX: Pages eight and nine of your
6 direct. It says that Verizon provides access to
7 multi-tenant environments, but that such access
8 requires Verizon Virginia employee intervention; is
9 that correct?

10 MR. ROUSEY: Consistent with the UNE
11 Remand Order.

12 MR. LOUX: Then let me ask would that be
13 true even if a CLEC were to terminate its
14 facilities into the MTE and cross-connect its
15 wiring directly to the interpremises wiring, would
16 that still require Verizon Virginia employee
17 intervention?

18 MR. ROUSEY: No, that would not. Let me
19 get some clarification here to make sure I
20 understand what you're saying. But you're saying
21 basically put in your own network interface device,
22 whatever, and remove the cross-connect wires from

1 the customer side of the rise in NID and then
2 relocate that on your NID?

3 MR. LOUX: To a CLEC facility. Yes.

4 MR. ROUSEY: NID being network interface
5 device. But, no, that scenario would not take
6 intervention on Verizon's behalf.

6:00 7 MR. LOUX: There is no intervention, then,
8 with the Verizon Virginia in that case?

9 MR. ROUSEY: As long as AT&T in your case,
10 I guess, would not be touching Verizon's network
11 side of that network interface device, then we
12 would not require intervention.

13 MR. LOUX: Okay. Now, as I understand
14 your testimony, there are some premises where
15 Verizon Virginia still does maintain ownership or
16 control of intrapremises wiring; is that true?

17 MR. ROUSEY: The only scenario that I'm
18 aware of where Verizon would have any type of I
19 guess using the word control or ownership of the
20 inside wiring would be in campus-type environment,
21 inter-building cables in between the two buildings.
22 That's the only scenario. Otherwise, inside wire

1 has been turned title, turned over to the building
2 owner, premise owner.

3 MR. LOUX: Assume then for a minute that
4 we are dealing with one of those facilities that
5 the intra-premises cable is at issue and the CLEC
6 were to terminate its facilities at that premise.
7 In that case would the CLEC be able to swing
8 its--swing the premise wiring to its own
9 facilities?

10 MR. ROUSEY: Could you state that again,
11 please.

12 MR. LOUX: Let's assume for the moment
13 that we are involved with a building premises in
14 which Verizon still does control intra-building
15 cable.

16 MR. ROUSEY: Okay.

17 MR. LOUX: And the CLEC terminates the
18 facilitates at that premises and desires to move
19 the intra-premises cable to its own facilities. In
20 that case, would Verizon Virginia intervention be
21 required?

22 MR. ROUSEY: Yes, there would in that

1 scenario.

2 MR. LOUX: Could you tell me why.

3 MR. ROUSEY: It's our facilities. It's
4 Verizon's position that Verizon be the company
5 responsible for doing any work on facilities that
6 we own. There are performance measurement issues
7 associated with that, and what I mean by that is
8 impact to our customers off of that that could be
9 Verizon customers. If anything happened in the
10 transition of a service that could negatively
11 impact our customer, then naturally we want to be
12 in control because there are penalties behind that,
13 et cetera. I mean, there are numerous issues
14 behind that.

15 MR. LOUX: Let's step through some of the
16 issues. Let's assume the NID, that there is a NID
17 at some point in the facility, that the work that
18 the CLEC would do is identical to the work that the
19 CLEC would do in a new building.

20 What difference about that work requires
21 Verizon Virginia's intervention?

22 MR. ROUSEY: Difference about the work?

1 MR. LOUX: The nature of the work.

2 MR. ROUSEY: To me that's relative to the
3 situation. I mean, as far as the physical work
4 itself, I mean, I can't argue that as far as the
5 technician doing the work from the technical
6 characteristics of manual effort, et cetera, that
7 the work is the same. I don't think that's where
8 the issues lie at, though.

9 Well, there could be partial issues there.
10 I mean, we have issues with our technicians go
11 through rigorous standardized training processes to
12 ensure that they meet the requirements that we have
13 put in place to ensure the performance measurements
14 that we have to adhere to in the state of Virginia
15 as well as other states. So to me, those are
16 employee issues that would have something to do
17 with the operational transitioning. I mean,
18 physical work performed.

19 MR. LOUX: Let's assume first that--sorry,
20 let me strike that.

21 As I understand your testimony, the fact
22 that the--the only difference between the older

1 building, the one in which Verizon owns the
2 intra-premises cable, and the newer building, the
3 difference in the nature of the work--I'm sorry,
4 the only difference in what is necessary to make
5 the connection is the fact that Verizon owns the
6 intra-premises cable; is that true?

7 MR. ROUSEY: That we own? I mean, that's
8 not the only issue, no. Like I said, there are
9 numerous issues behind it.

10 In a nutshell what it boils down to is
11 when, you know, we allow CLECs access to inside
12 wire on the customer side of the NID. Verizon does
13 not restrict any access towards that fashion at
14 all. They can move around inside wire at their
15 convenience, even be it on the Verizon NID when
16 that's in place.

17 Verizon also allows access in--as I
18 mentioned earlier, if you wish to transition that
19 over to a self-provisioned NID, again on the
20 customer side, but anytime it comes in to where
21 Verizon's facilities actually need to be touched,
22 and when I say our facilities we are talking about

1 the entrance cable, the drop, going up to that
2 network interface device, or anything on the other
3 side as I mentioned, the campus-style environment,
4 which are probably--I mean, I don't know how many
5 MTEs, I believe in some of your testimony, or not
6 your testimony, I don't remember Mr. Pfau's
7 testimony, he mentioned something like numbers that
8 I really don't know they arrived at 500,000 MTE
9 tenants in the state of Virginia, somewhere in that
10 fashion, 54 percent of those may be being
11 multi-dwelling type units, if I remember right.

12 I guess what I'm getting at
13 percentage-wise, there aren't that many scenarios
14 where we have actually owned inside wire in the
15 campus-style environment.

16 MR. LOUX: Let me see if I can get to the
17 point, though. But if there were a facility in
18 which the Verizon controlled--used the term control
19 intra-building cable and a CLEC were to place its
20 own facilities, establish its own NID, but--and
21 were to be in a position to be able to swing its
22 facilities to the customer side of the NID, is it

1 your testimony that because Verizon Virginia
2 controls that, that therefore they cannot do that;
3 it requires Verizon's intervention?

4 MR. ROUSEY: Because we own those
5 facilities, yes.

6 MR. LOUX: And what is the difference
7 between that situation and a situation with a
8 modern building? What about the ownership of the
9 intra--let me strike that.

10 Is there any difference in what the CLEC
11 would do to make that connection in the older
12 building and then in the newer building?

13 MR. ROUSEY: When you say older building,
14 I assuming maybe you're referring to the pre-'86
15 type scenarios?

16 MR. LOUX: Yes.

17 MR. ROUSEY: Again we are talking only
18 campus style environments here.

19 MR. LOUX: I used that inartfully. I used
20 that as shorthand as the building in which Verizon
21 controlled the intra-building cable.

22 MR. ROUSEY: Okay. As far as differences,

1 again, it's technically provision-wise, it's the
2 ownership of the cable and who is responsible for
3 the service going over those.

4 MR. LOUX: At your rebuttal testimony, I
5 believe it's Exhibit 15 for the record, you say
6 that you have appropriate procedures in place, and
7 I refer to you pages 11 and 13. Appropriate
8 procedures in place for CLEC access to inside wire,
9 and you refer to the Verizon Virginia handbook,
10 volume three Section 2.3. Is that accurate?

11 MR. ROUSEY: Rebuttal and nonmediation?

12 MR. LOUX: Yes. Exhibit 15 is rebuttal on
13 nonmediation issues filed August 17 at pages 11,
14 lines 14 and 15 and 13 line two.

15 MR. ROUSEY: That's a correct statement.

16 MR. LOUX: We are--this is one of the
17 exhibits that we sent over last night. It would be
18 next in order would be AT&T Exhibit 22, and I'm
19 going to ask you, if you wouldn't mind, please,
20 showing me where in that handbook that you're
21 referring to as the appropriate places where access
22 is described for CLECs.

1 (AT&T Exhibit No. 22 was
2 marked for identification.)

3 MR. DYGART: I gather Verizon has no
4 objection to the exhibit?

5 MR. LOUX: I don't know.

6 MR. GARY: No objection.

7 (AT&T Exhibit No. 22 was
8 admitted into evidence.)

9 MR. ROUSEY: I have them in front of me.
10 Those are the procedures I'm referencing, yes.

11 MR. LOUX: Well, I want to make sure
12 clearly that I understand what it is you're
13 referring to in your testimony when you said there
14 are I believe you said there are several methods
15 for appropriate procedures for CLEC access, and I
16 wanted to make sure I understood that I had found
17 which ones you were referring to. The first
18 description that I think I understood was in
19 Section 2.3.1.1 where it speaks of the network
20 interface device and specifically Figure 23.2.

21 MR. ROUSEY: Still working on getting to
22 it.

1 MR. LOUX: By my pagination, it should be
2 at page four.

3 MR. ROUSEY: I have it now.

4 The first configuration is what's referred
5 to NID-to-NID connection?

6 MR. LOUX: Right.

7 MR. ROUSEY: You need an explanation of
8 what the NID-to-NID connection is?

9 MR. LOUX: Actually I want to make sure I
10 understand the reference where it says Verizon
11 dispatches a technician to remove the jumper--I'm
12 sorry, I'm quoting from the technical description
13 below 2.3.2, where it says for a Verizon
14 NID-to-CLEC-NID arrangement Verizon dispatches a
15 technician to remove the jumper wires that connect
16 the Verizon network protector chamber to the end
17 user chamber in the Verizon NID housing.

18 Do I understand that to mean that in order
19 for a CLEC to connect its facilities to the inside
20 wire, there must be a dispatch of a Verizon
21 Virginia employee?

22 MR. ROUSEY: What that's stating is in

1 order to disconnect the Verizon facilities and to
2 connect, yes, the Verizon technician would then
3 connect the CLEC facilities, the Verizon network
4 interface device.

5 MR. LOUX: I'm sorry. I interrupted you.
6 I beg your pardon.

7 MR. ROUSEY: I was just clarifying that
8 what it's stating here is we disconnect the Verizon
9 facilities from the network side and in the same
10 visit connect the CLEC facilities.

11 MR. LOUX: Okay. Does that mean that a
12 Verizon Virginia employee dispatch is necessary for
13 a CLEC to connect its facilities to a premises
14 under this configuration?

15 MR. ROUSEY: Only on the network side of
16 the NID is what it means. If the CLEC wishes to
17 connect somehow in some fashion to the customer
18 side of the NID, then a Verizon technician does not
19 need to be dispatched in that scenario.

20 MR. LOUX: So that's consistent with what
21 you said earlier if the CLEC terminates its
22 facilities and directly connects its own facilities

1 to the intra-premises wiring, it doesn't require
2 Verizon Virginia intervention; is that right?

3 MR. ROUSEY: That's correct.

4 MR. LOUX: Further on it speaks of in the
5 case of a multi-tenant building with landlord owned
6 house and riser and then it describes the location
7 of the NID and the like. You see where I'm
8 referring to? It should be on page five.

9 I beg your pardon. I have a different
10 pagination.

11 MR. ROUSEY: I have it here. Second
12 paragraph?

13 MR. LOUX: Right. Now, in that situation,
14 is that the type--if there were a multi-tenant
15 building with landlord owned house and riser, would
16 a CLEC be able in that situation to connect its
17 facilities directly to that landlord owned house
18 and riser?

19 MR. ROUSEY: Again the scenario is the
20 same. If it's on the customer side, that would be
21 correct.

22 MR. LOUX: Okay. Now, I don't mean to ask

1 you to read all 61 pages, but do you know is there
2 any other place in this section that you've
3 referenced in your testimony that describes the
4 several methods of access for CLECs to access the
5 NID, the intra-premises wiring through the NID?

6 MR. ROUSEY: The only other scenario that
7 is available, we have the two scenarios, the
8 NID-to-NID connection, which this explains, and
9 then there's a stand-alone NID, which we really
10 discussed in the first part of this.

11 MR. LOUX: I'm sorry, is it described
12 anywhere in this?

13 MR. ROUSEY: I'm not seeing the procedures
14 for the stand-alone NID in this document.

15 MR. LOUX: One more question in this area,
16 and that's back on page five. It refers to the
17 case of a multi-tenant building with Verizon-owned
18 house and riser.

19 Now, and I'm sorry, not--it also at the
20 last page in that section refers to house and riser
21 service currently only being available in New York.
22 Is that an accurate statement?

1 MR. ROUSEY: Currently in the state of New
2 York. I believe there has been a recent ruling in
3 Massachusetts. If I remember correctly, that
4 Verizon house and risers are available in that
5 state as well. Not available in the state of
6 Virginia, if that's what your question is.

7 MR. LOUX: I should have been more
8 accurate where you inferred where I'm going.

9 And that is, describe for me, if you
10 would, please, what we--what a CLEC would do if it
11 were to find one of these older buildings in which
12 there was Verizon Virginia intra-premises cable.
13 By what means would a CLEC be able to get access to
14 that kind of a premises?

15 MR. ROUSEY: In Virginia, Verizon is a POE
16 state even in the older scenarios that you're
17 talking about. We've turned title on the inside
18 wire, so I need a clearer definition on what you
19 mean by. You are not going to see the scenario in
20 the state of Virginia.

21 MR. LOUX: Let me refer you to a data
22 response that your company answered. For the

1 record, 2-3, AT&T question 2-3. This will be
2 Exhibit 23.

3 (AT&T Exhibit No. 23 was
4 marked for
5 identification.)

6 MR. LOUX: I believe you mentioned in
7 response to one of the previous questions that
8 Virginia is an MPOE state, minimum point of entry?

9 MR. ROUSEY: Correct.

10 MR. LOUX: And the question or the issue
11 we are looking at or the situation in which you're
12 now looking is an instance in which the NID is not
13 located at the MPOE. And what I would be asking is
14 how would a CLEC obtain access to the premises in
15 that situation and when a question regarding that
16 was asked of you of Verizon, the answer was that
17 Verizon Virginia will, upon request of the building
18 owner and reimbursement for all associated costs,
19 move the demarcation point to the MPOE. And is
20 that a generally accurate statement?

21 MR. ROUSEY: That's correct.

22 MR. LOUX: I would refer you again to your

1 testimony--this is rebuttal testimony, Exhibit 15,
2 pages 11 to 12 where you describe what I take to be
3 that process, bottom of 11 continuing onto page 12,
4 and you described that as not being a contentious
5 arrangement. Or contentious issue, I'm sorry.

6 MR. ROUSEY: Could you give me the
7 reference again? Rebuttal testimony?

8 MR. LOUX: Your rebuttal testimony at the
9 bottom of page 11 carrying over to page 12,
10 starting on lines 19, 20, and then continuing on to
11 page 12.

12 MS. FARROBA: That's Verizon Exhibit 11?

13 MR. LOUX: 15, rebuttal testimony on
14 nonmediation issues, August 17th.

15 Could you describe for me the process by
16 which CLECs and Verizon worked that out? You said
17 that it's worked out among the Verizon Virginia,
18 the CLEC and the customer.

19 MR. ROUSEY: As far as the MPOE process
20 itself?

21 MR. LOUX: The movement, the demark to the
22 MPOE. Yes.

1 MR. ROUSEY: I'm really not involved that
2 heavily with MPOE portions. I deal mainly with
3 UNEs. I'm semi-familiar with the process, and it's
4 normally negotiated. Verizon will go, at a
5 building owner's request or agent, Verizon will go
6 in and work with them in a cooperative fashion to
7 find a mutually agreeable spot for the MPOE, and
8 upon agreement I guess of that location, costs for
9 establishing an MPOE are the responsibility of the
10 building owner.

11 MR. LOUX: And then the physical work is
12 done and the premises--

13 MR. ROUSEY: That's correct.

14 MR. LOUX: Okay. I understand, then, from
15 the next sentence in your testimony that no formal
16 complaint has ever been filed with the Virginia
17 Commission regarding Verizon's assistance in
18 engaging in that process?

19 MR. ROUSEY: That's correct.

20 MR. LOUX: Can I refer you to--this will
21 be Exhibit 24, are we? Yes, 24, sent over last
22 night.

1 (AT&T Exhibit No. 24 was
2 marked for
3 identification.)

4 MR. LOUX: We've handed you what is
5 described as a petition of Cox Virginia Telecom,
6 Breeden Company, and PRG Real Estate versus Bell
7 Atlantic Virginia.

8 MR. ROUSEY: Correct.

9 MR. LOUX: Now, I'm not asking for a legal
10 opinion but I am asking you if you haven't read it
11 yet, if you could just take a look at the facts
12 that are alleged and tell me if you don't think
13 that this alleges a complaint that Cox Virginia
14 Telecom had about doing exactly what we just talked
15 about.

16 MR. ROUSEY: Last night was the first time
17 I did see this, and I did review it. In my review
18 of this, I don't see it as an MPOE issue as much as
19 it is a network request for network configuration,
20 which is not the same thing as establishing an
21 MPOE.

22 MR. LOUX: So, this is not a complaint

1 involving Verizon's cooperation in getting access
2 to a CLEC? Intra-premises wiring access to a CLEC,
3 for a CLEC?

4 MR. ROUSEY: MPOE issues an access to
5 intra-premises wiring are not the same issue, I
6 don't believe, not from my perspective.

7 MR. LOUX: Thank you. That's all on that.
8 Could you give me just one minute.

9 (Pause.)

10 MR. LOUX: In the interest of time, I'm
11 trying to figure out where to go next.

12 Staying with the rebuttal testimony, I'm
13 referring to a different point now. This is a
14 point at page nine where it says Verizon Virginia
15 does not have to provide direct access to the FDI,
16 the feeder distribution interface.

17 MS. FARROBA: That's Verizon Exhibit 15?

18 MR. LOUX: Still Exhibit 15, yes.

19 You see where we are, page nine?

20 MR. ROUSEY: Yes.

21 MR. LOUX: Does Verizon contend it is
22 technically feasible to provide such access?

1 MR. GANSERT: Maybe I could take a shot at
2 it. Technically feasible, in the sense is it
3 operationally reasonable and something we could do
4 in a consistent quality way? FDIs weren't designed
5 to have cables, multiple cables added to them, and
6 to have multiple people cross-connecting cables in
7 them.

8 So, the answer from a perspective of being
9 able to feasibly add cables on request and sustain
10 normal operation or quality operation, I would say,
11 no, it's not technically feasible.

12 MR. LOUX: What if the FDI were in a
13 room--again, we're talking about a--let's assume
14 again we are talking about a multiple tenant
15 environment and the FDI is in a room with plenty of
16 space. It's still not technically feasible?

17 MR. GANSERT: I don't think you are
18 referring to an FDI, then, in my sense. FDI is the
19 feeder distribution interface.

20 MR. LOUX: Yes. Located in such a
21 facility.

22 MR. GANSERT: You were saying it's in a

1 multi-tenant building?

2 MR. LOUX: Or campus environment. I
3 didn't mean to describe one type of multi-tenant
4 environment.

5 MR. GANSERT: I guess you could call it a
6 cross box that's associated with a DLC in that
7 building. The same would be true for that, sure.

8 MR. LOUX: That despite having room to
9 accommodate CLEC equipment, it would still be
10 technically infeasible? That's Verizon's position?

11 MR. GANSERT: To directly terminate cable
12 upon our FDI rather than have some reasonable
13 administrative and operational interface point
14 established between the two networks? Yeah, I
15 think it's operationally infeasible from a
16 technical point of view.

17 MS. FARROBA: Could I just ask a
18 clarification question. Is what you're saying that
19 that MDU, wherever you're located, if it's an FDI,
20 that I guess it's--your position is that AT&T
21 wouldn't be able to connect at that point?

22 MR. GANSERT: No, not that they can't get

1 a connection. In fact, we have an arrangement for
2 providing a connection. The question is whether
3 they can connect their cables or facilities
4 directly to our FDI without an arrangement that
5 allows us to have a reasonable administrative and
6 operational point of demarcation between the two
7 networks.

8 MR. ROUSEY: The issue--

9 MS. FARROBA: So, there would be some
10 intermediate frame or something? Is that--

11 MR. GANSERT: Small--yeah, it would be
12 very much--I mean, it's really perfectly analogous
13 to a central office. It's the same as terminating
14 on point of interface frame rather than terminating
15 directly on the main distributing frame. It's the
16 same analogy, just in a smaller application.

17 MS. FARROBA: Thanks for the
18 clarification. I'm sorry, go ahead.

19 MR. LOUX: To follow up on that, what is
20 that small media frame you were referring to in
21 this question?

22 MR. GANSERT: It would be a small

1 cross-connection point.

2 MR. LOUX: Is that the TOPIC?

3 MR. GANSERT: That's right.

4 MR. LOUX: Could I show you the contract
5 language and have you step me through the process
6 of exactly what that means your contract language.
7 I'm referring to now 11.2.14.6.3.

8 (Document handed to the witness.)

9 MR. LOUX: Section 11.2.14.6.3.

10 MR. ROUSEY: The TOPIC process mentioned
11 by Joe, talked about the top base scenario and it's
12 similar to a NID connection, and our business
13 reasons for it are the same as I just discussed in
14 the NID-to-NID connection, and access to a NID in
15 that access to the FDI in my testimony, what was
16 mentioned there was given direct access to a CLEC
17 to our FDI. Our position is the same as it is with
18 the NID. Our FDIs are network, and Verizon
19 technicians would be the ones responsible to work
20 within that arrangement.

21 So, we realized that we have an obligation
22 to provide unbundled network elements. One of

1 those feasible points that are mentioned and that
2 we agree with is the feeder distribution interface.
3 TOPIC is similar to NID-to-NID connection in that
4 the process would be a request would come in once
5 the spot is identified or the particular feeder or
6 distribution interface that the CLEC wishes to
7 request access to. They submit a request in feeder
8 distribution interface application that goes into
9 our wholesale services group. We send somebody out
10 to check the sites to see if it's technically
11 feasible, space availability, et cetera, do a cost
12 analysis on it, send that information back to the
13 requesting CLEC.

14 The process itself calls for cooperative
15 work between the two companies to establish an
16 interconnect arrangement or basically a
17 cross-connect cable between our feeder distribution
18 interface and what's referred in this documentation
19 as a TOPIC realistically, a TOPIC is a demarcation
20 point more or less that the CLEC could do the
21 cross-connect activities at while we perform the
22 cross-connect activities that would be required for

1 any transitions of customers within our feeder
2 distribution interface, so at a high level.

3 MR. LOUX: Okay. If I understand, and
4 thank you, that seems to comport with what my
5 reading of the contract was, but as I followed
6 through starting I guess at 6.5, exactly what was
7 required to do that, I got a little--I got confused
8 by what it is Verizon needed of a CLEC in order to
9 do that. For example, in 6.5, 1121465, where we
10 submit the application and the information to
11 establish the connection, it speaks of a need for a
12 five-year forecast. Can you tell me why you need a
13 five-year forecast?

14 MR. ROUSEY: We asked for forecasts for
15 many reasons. Five-year forecast is a standard
16 that's pretty much used from my perspective since I
17 have been in the industry for planning purposes, et
18 cetera. It could be for a number of reasons. Make
19 sure that there's availability in our ordering
20 centers for manpower to accommodate for any
21 requests that come in, any--I mean, it gets into
22 budget issues naturally internal any time you're

1 talking head counts, et cetera. It gives us an
2 idea of what may be needed in that area for future
3 growth, et cetera. Just a forecast.

4 MR. GANSERT: If I could add, that's
5 consistent with the normal interval we look at for
6 feeder relief and growth is a three- to five-year
7 period, so one question you would be looking at is
8 the box, the cross box as it currently exists
9 adequate for what it's going to be required, so you
10 kind of want to look at the same engineering period
11 that we look at ourselves and make that decision.

12 MR. LOUX: Okay. In the meantime, we've
13 had to go out and physically establish the TOPIC,
14 though, isn't that right? It's the CLEC's
15 responsibility to locate it, power it, and
16 establish it; is that true?

17 MR. ROUSEY: TOPIC, again, is basically an
18 acronym for CLEC equipment, is what it boils down
19 to. Power anything on that, as we adhere to what
20 was in the UNE Remand Order towards the provisions
21 that CLEC, yes, would be responsible for securing
22 their own right-of-ways, any power necessary for

1 powering their equipment, yes, would be a apartment
2 of that.

3 MR. LOUX: Okay. Then 11.2.14.6.6, 60
4 days later we get from Verizon a work order and a
5 statement of costs; is that right?

6 MR. ROUSEY: 60 days is a maximum interval
7 that we would utilize, yes, in worst-case scenario,
8 and we have to, you know, make provisions for
9 largest interval possible. That's not saying that
10 all requests are going to take 60 days on the nose,
11 but that is the interval we have in there, correct.

12 MR. LOUX: Then for any further work, as I
13 understand, 11.2.14.6.7 for any further work to
14 proceed, the CLEC has to pay 50 percent of that
15 statement--of that cost or the application
16 essentially is deemed withdrawn; is that correct?
17 And until it's paid, there is no work done.

18 MR. ROUSEY: That's correct.

19 MR. LOUX: Okay. Once that happens, once
20 the payment is made, Verizon connects to the TOPIC,
21 until the CLEC pays the balance of those costs, is
22 there any other work done?

1 MR. ROUSEY: When you say until they
2 balance, once the work is complete, it's invoiced
3 and there is payment, complete payment due at that
4 point, so the work is complete at the point.

5 MR. LOUX: When can we actually request
6 that there be a cross-connect of the subloop
7 distribution facility?

8 MR. ROUSEY: After final remittance of the
9 completion of the TOPIC activity.

10 MR. LOUX: As I read the final point
11 there, it says at the same time--and I'm reading
12 from 11.2.14.6.8, "AT&T shall advise Verizon of the
13 services that AT&T plans to provide over the
14 subloop distribution facility." Can you explain to
15 me the need for that information.

16 MR. ROUSEY: That particular provision
17 actually deals with the actual customer conversion
18 activity. This particular reference we are talking
19 here deals with unbundled distribution facilities.
20 It's called the unbundled subloop arrangement
21 product, and the reason that this provision in
22 there is for the same that we would deal from a

1 full loop perspective, and what we are requesting
2 is if it's going to be a voice grade service, then
3 the type of service would need to be identified up
4 front, more so the digital-type services because we
5 have spectrum management that we have to adhere to
6 in a subloop perspective as well as in the full
7 loop. That's what we are requesting.

8 MR. LOUX: Engineering characteristics or
9 something satisfy--you need to know the precise
10 services that the CLEC plans to provide?

11 MR. ROUSEY: We provide codes that--for
12 the various service types that are in parity for
13 the most part with the unbundled loop, so yes,
14 that's what we are requesting from the CLEC is what
15 type of service are you provisioning over that so
16 we can manage our facilities accordingly.

17 MR. LOUX: You mentioned this is the
18 subloop distribution facility. I noticed a
19 distinction between the arrangement for the TOPIC
20 in the feeder distribution, and that's in
21 11.2.14.71 and 72. Could you take a look there for
22 a moment.

1 MR. ROUSEY: Okay.

2 MR. DYGART: Do you have any idea of how
3 many longer you have?

4 MR. ROUSEY: I have the reference.

5 MR. LOUX: They're both in 7.1 and 7.2.
6 It refers to the establishing the TOPIC subject to
7 the terms and provisions of an agreement between
8 Verizon and AT&T, a separate agreement that governs
9 that TOPIC. Could you explain to me why it is a
10 separate agreement is necessary in that case.

11 MR. ROUSEY: This is making a distinction
12 between the potential for AT&T co-locating
13 equipment and some type of remote terminal
14 equipment and closure, hut CEV, et cetera, as
15 opposed to--that's a co-location issue, placement
16 of equipment, as opposed to actually gaining access
17 to certain types of services that may terminate at
18 the feeder distribution interface. So it's
19 separate from co-location, is the distinction we
20 are making here. Your interconnection or gaining
21 access to the feeder subloop element is a distinct
22 and separate function than the co-location or

1 placement of equipment.

2 MR. LOUX: What terms and conditions would
3 be in that separate agreement that might not be
4 included in the Interconnection Agreement?

5 MR. ROUSEY: Co-location? Is that what
6 you're talking about?

7 MR. LOUX: Whatever terms and conditions
8 you are referring there in the feeder subloop
9 sections?

10 MR. ROUSEY: The terms and conditions for
11 co-location of remote terminal equipment are in the
12 218 tariff, I believe it is in the state of
13 Virginia.

14 MR. LOUX: Thank you. That's all I have.

15 MS. FARROBA: I just have a couple of
16 clarification questions.

17 So the terms and conditions on access to
18 the feeder portion of the subloop in that scenario
19 you were just talking about, you don't have to get
20 a separate agreement on that; that would be covered
21 by the Interconnection Agreement? This is back to
22 the questions that he just asked you on 11.2.14--

1 MR. ROUSEY: Separate agreement, if you're
2 utilizing--all we are saying here is TOPIC that
3 TOPIC is a separate agreement from co-location of
4 remote terminal, so they're distinct, separate
5 products is what we are saying here.

6 MS. FARROBA: Right, but in order to get
7 access to that feeder subloop, you have to go out
8 and get a separate agreement other than the
9 Interconnection Agreement?

10 MR. ROUSEY: It's cost out separately is
11 what it is. It's a different--it's handled in a
12 different ordering process, yes.

13 MS. FARROBA: Okay. So, not all rates,
14 terms, and conditions for access to the feeder
15 subloop would be covered by this Interconnection
16 Agreement?

17 MR. ROUSEY: Yeah, that's a correct
18 statement because there are some terms and
19 conditions in the co-location. Well, we are
20 talking access to the feeder subloop.

21 MS. FARROBA: Right. I'm not talking
22 about the co-location example.

1 MR. ROUSEY: Or the placement if
2 equipment?

3 MS. FARROBA: No, I'm talking about the
4 other situation. You said there were two
5 situations. One was co-location so you could
6 access I guess remote terminal, and the other was
7 access to the feeder subloop.

8 MR. ROUSEY: The purpose of this language
9 is for gaining access to the feeder subloop
10 elements specifically. That's the disagreement.

11 MS. FARROBA: Okay. So it is in the
12 Interconnection Agreement?

13 MR. ROUSEY: Correct.

14 MS. FARROBA: What's not in here then is
15 co-location rates, terms, and conditions?

16 MR. ROUSEY: Right, right.

17 MS. FARROBA: I had a clarification
18 question on 11.2.14.6.4. 6.5, actually, about the
19 five-year forecast.

20 MR. ROUSEY: Okay.

21 MS. FARROBA: Would this require a
22 five-year demand forecast for every single multiple

1 tenant environment so that if AT&T wanted access at
2 a building, they would have to give you a five-year
3 forecast for access to that building?

4 MR. ROUSEY: This forecast is not actually
5 dealing specifically with MTEs. TOPIC arrangement
6 realistically deals with connection at a feeder
7 distribution interface, and that's what this
8 product offering is. It's not exclusive to MTE, so
9 it could be a residential subdivision. It could be
10 a business complex. It could be just any scenario.

11 And what the five-year forecast deals with
12 is realistically how many facilities, how many
13 subloop distribution facilities in the case of U.S.
14 L.A. offering, and the one you're talking here or
15 in the feeder scenario, how many feeder loops are
16 you planning on ordering during this period of
17 time, so that we could handle our resources
18 accordingly.

19 MS. FARROBA: But would it be by each
20 individual FDI or is there some--

21 MR. ROUSEY: It's by request. Each
22 application is what the forecast would be. It's

1 not a continuous forecast by any means, when a CLEC
2 submits or requests for an application, we're
3 simply asking for a forecast of the growth in the
4 given area, so that we could plan our resources
5 accordingly. So it's not an ongoing thing.
6 Planning has to be done. If a CLEC doesn't supply
7 those numbers, then they have to be come up with
8 somewhere, and we figure the CLECs are probably the
9 appropriate source to go to since they are the
10 customers that will be requesting rather than us
11 making broad assumptions.

12 MR. GANSERT: As a general practice, you
13 would like to terminate--when you terminate cables
14 in a cross box, you like to terminate one that
15 lasts for the life of the cable, three to five
16 years. I mean, that's basically what they're
17 getting at. They don't want to put a 25-year cable
18 in every year.

19 MR. DYGART: Speak up a little.

20 MR. GANSERT: They like to avoid, if we
21 can. It's more economic for everybody to put one
22 facility when you're placing a small cable like

1 this that will last a reasonable period of time
2 rather than be guessing at it rather than putting
3 incremental pieces in, and I think that's what it's
4 really looking at.

5 MS. FARROBA: Thank you. That was
6 helpful.

7 MR. LOUX: One minor housekeeping detail.
8 I moved admission of 22, but not 23 and 24. Could
9 I do that now.

10 MR. GARY: I Object to 24.

11 MS. FARROBA: Any objections to AT&T
12 Exhibits 22 and 23?

13 MR. GARY: No.

14 MS. FARROBA: 22 and 23 are admitted.

15 (AT&T Exhibit Nos. 22 and
16 23 were admitted into
17 evidence.)

18 MR. DYGART: What's the objection to 24?

19 MR. GARY: Objection to 24 is, this is not
20 a document that's going to be relevant to this
21 proceeding. Mr. Rousey said that this is not a
22 document that deals with insider wiring. It deals

1 with, as it says on page one of the document,
2 reconfigure of Bell Atlantic's existing network.
3 It is not relevant to the testimony offered here
4 today. It's a document in another proceeding in
5 Virginia that was filed over two years ago by Cox,
6 hasn't been shown to be relevant here in any sense.

7 MR. LOUX: Well, the document is what it
8 is. We offer it because it seems to us to directly
9 contradict the witness's statement about no
10 complaints ever being registered--formal complaints
11 being registered with the Virginia Commission
12 regarding Verizon's assistance in providing CLEC
13 access to inside wire, which is exactly what is the
14 topic of the complaint.

15 MR. DYGART: We will overrule the
16 objection.

17 MS. FAGLIONI: I think it's also a hearsay
18 objection in the sense that he's telling you what
19 the document is, but there is nobody here to sort
20 of speak to what it is. It's not an AT&T document,
21 it's not WorldCom.

22 MR. DYGART: There is testimony on the

1 record from your witness indicating his review of
2 it, and his belief that it isn't basically the
3 objection that you just offered, Rick, that it
4 isn't the type of document that it was being
5 offered for, and with that testimony--

6 MR. GARY: He reviewed it because he sent
7 it over to us last night. The first time you saw
8 it was last night. So, the review of it was simply
9 to see what it was.

10 MR. DYGART: And we understand Verizon's
11 position that it's not--that it doesn't represent
12 the kind of complaint that AT&T says it represents.

13 MR. GARY: Does not.

14 MS. FAGLIONI: Could I ask for
15 clarification for what purpose and what capacity
16 it's admitted?

17 MR. DYGART: I'm not saying that we agree
18 with that. I'm saying we understand that's
19 Verizon's position. It's admitted basically for
20 what it's worth, I think.

21 (AT&T Exhibit No. 24 was
22 admitted into evidence.)

1 MR. DYGART: A couple of other minor
2 housekeeping things, I think I told everyone--I
3 told some people, and I think I put it into the
4 letter that we sent out on Monday, we cannot have
5 this room starting at 9:30 tomorrow like we
6 intended to do. We expect to be able to convene
7 shortly after 11:30, so if everyone can be
8 there--be here at that point and ready to begin as
9 soon as the room is empty from the previous event
10 and has been set up, we would appreciate it.

11 We would also like to not have to break
12 for lunch after we start at noon or shortly before
13 noon, so if people can come prepared with whatever
14 they need to make it through to the end of the day
15 without an extended lunch break, we would
16 appreciate it.

17 I expect we will probably go until about
18 7:00 tomorrow night also.

19 And then lastly we, I just want to renew
20 Dorothy's request to you from earlier that you talk
21 at some point and let us know in the near future
22 when you can give us--when each of the four parties

1 can give us their proposed contract language in one
2 integrated unit for each party so we can have the
3 most recent version of what we should be looking
4 at.

5 MS. FARROBA: And also if you could talk
6 about the other issue she brought up, which was
7 whether it would be necessary or what would be the
8 best process on where we have witnesses that either
9 are not the whole set that testified in the direct
10 testimony or you have new witnesses up there, what
11 would be the best procedure for handling those
12 situations.

13 MR. DYGART: I think unless there are
14 other cleanup matters from counsel--

15 MS. FAGLIONI: I just want to articulate a
16 concern at this point in time of the pace which
17 probably is a concern to everyone, the witnesses we
18 have here this week for UNEs and for advanced
19 services are in large part witnesses who have
20 conflicts next week, and I have some concern we
21 come to Friday at the end of the day and say are we
22 done with these issues? I can tell you we don't

1 really have the ability to tell you. We could
2 bring these particular people back next week, and
3 at this point I don't know what the answer is, but
4 that we all think about what the answer is to that.
5 And Verizon at some point suggested cross limits.
6 I don't know the cross from the petitioners at this
7 point was excessive today, although the past 40
8 minutes on the one issue is a lot. If that's the
9 only cross for this particular panel and there
10 isn't 40 minutes for every other issue on this
11 panel, then that's not a problem. But if in total
12 we're going to expect 40 minutes per issue, we have
13 a big problem.

14 MR. DYGART: We definitely agree that we
15 need to be moving faster than we did today, and
16 would welcome any thoughts that you all can come up
17 with and convey to us tomorrow morning. We will
18 obviously be thinking about the same thing this
19 evening.

20 So, with that we are adjourned.

21 (Whereupon, at 6:51 p.m., the hearing was
22 adjourned until 11:30 a.m. the following day.)

CERTIFICATE OF NOTARY PUBLIC

I, **DAVID A. KASDAN, RMR**, the officer before whom the foregoing deposition was taken, do hereby testify that the witness whose testimony appears in the foregoing deposition was duly sworn by me; that the testimony of said witness was taken by me stenographically and thereafter reduced to typewriting under my direction; that said deposition is a true record of the testimony given by said witness; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this deposition was taken; and further, that I am not a relative or employee of any attorney or counsel employed by the parties hereto nor financially or otherwise interested in the outcome of the action.



DAVID A. KASDAN, RMR

Notary Public in and for
the District of Columbia

My commission expires: **October 1, 2004**