

Issue V-3 UNE-P Routing and Billing

Issue V-4 LATA-wide Reciprocal Compensation

Issue V-4a UNE-P Routing and Billing

AT&T: Issue V-3: Should reciprocal compensation provisions apply between AT&T and Verizon for all traffic originating from UNE-P customers of AT&T and terminating to other retail customers in the same LATA, and for all traffic terminating to AT&T UNE-P customers originated by other retail customers in the same LATA?

Issue V-4: Should all calls originating and terminating within a LATA be subject to the same compensation arrangements without regard to end-user classification or type of traffic?

Issue V-4-a: Should reciprocal compensation provisions apply between AT&T and Verizon for all traffic originating from UNE-P customers of AT&T and terminating to other retail customers in the same LATA, and for all traffic terminating to AT&T UNE-P customers originated by other retail customers in the same LATA?

A. OVERVIEW

AT&T's UNE-P traffic is appropriately charged for the use of the Verizon VA network and AT&T has not proven otherwise. The Commission should not disturb the existing UNE payment regimen for calls to and from AT&T's UNE-P customers. AT&T's proposal to rewrite the Virginia intrastate access charge regime would unfairly benefit AT&T and penalize Verizon VA and should be rejected. Finally, AT&T has presented no persuasive evidence to support its desire to avoid paying termination charges on its traffic exchanged with a third-party CLECs and to leave that payment obligation with Verizon VA.

B. DISCUSSION

1. Issue V-3, V-4a (UNE-P Routing and Billing)

AT&T supported its UNE-P proposal with a “policy” witness who admitted he was unable to explain the application of the proposal. Tr. 535, 544-45.¹³⁴ In an attempt to deal with several of the controversial issues raised, the Commission Staff focused on three situations: (1) calls from Verizon VA end users to AT&T UNE-P customers, (2) calls from AT&T UNE-P customers to Verizon VA end users and (3) calls between AT&T UNE-P customers and third party CLECs. It quickly became apparent that AT&T’s witness was operating under a fundamental misunderstanding that Verizon VA charged AT&T for terminating a Verizon VA-originated call to an AT&T UNE-P customer. Tr. 535. It does not. Tr. 537, 541. Finally understanding this compensation arrangement, AT&T’s policy witness acknowledged that this method was acceptable to AT&T. Tr. 542. With respect to calls from an AT&T UNE-P end user, Verizon VA charges UNE rates to AT&T for the originating local switching, common transport elements, and for termination of calls from a UNE-P customer to a Verizon VA customer. Tr. 537, 543. Again, once explained to AT&T’s witness, this arrangement was also acceptable to AT&T. Tr. 544.

Based on AT&T’s acceptance of Verizon VA’s billing practice in the first two situations, the only controversy, therefore, seems to be with the manner in which Verizon VA bills for calls between AT&T UNE-P customers and third party CLECs. Verizon Witness Gabrielli explained this process in detail. Tr. 547-54. AT&T indicated that it had no intention of meeting its

¹³⁴ Indeed, the primary example of transit traffic contained in AT&T Witness Kirchberger’s testimony was “backwards,” a fact that needed to be pointed out to him. Tr. 546.

statutory obligation to enter into interconnection agreements with other CLECs.¹³⁵ Moreover, AT&T does not want to pay for the terminating cost that Verizon VA is billed by the facilities-based CLECs to terminate AT&T UNE-P customer originated calls. *See* Verizon VA Ex. 1 at 37. When asked directly by the Commission staff how Verizon VA would recover “its termination liability that it will incur from the other [facilities based] CLEC,” AT&T Witness Kirchberger remarkably had no answer. He stated, “I don’t have an answer for that right now without researching it with the experts on this.” Tr. 554-55. Presumably then, by his own admission, Mr. Kirchberger is not “the expert[] on this” and his testimony should be given little, if any, weight on these very important and very technical matters.

The New York Public Service Commission (NYPSC) recently considered UNE-P routing and billing between AT&T and Verizon New York, an issue similar to that raised by AT&T in this proceeding. Tr. 555-57. The NYPSC discussed the compensation between AT&T and Verizon New York for UNE-P local usage charges when a third-party carrier is involved in local calls to or from an AT&T UNE-P customer.¹³⁶ The NYPSC decided not to change the Parties’ existing arrangements because it found that the Parties’ current practices are “working satisfactorily.” Specifically, it stated:

Verizon also opposes any selective use of a “bill and keep” compensation arrangement for AT&T UNE-Platform customers. According to Verizon, this arrangement should only be used when the carriers are entitled to reciprocal compensation from each other. In this case, Verizon states it should receive reciprocal compensation for the calls it terminates from an AT&T end user; however, it claims AT&T should not receive reciprocal compensation for calls to UNE-Platform customers for whom Verizon provides the facilities and incurs the cost.

¹³⁵ *See* 47 U.S.C. § 251(b)(5).

¹³⁶ *NY (Verizon/AT&T) Arbitration Order* at 47-49.

In their respective positions on this matter, both parties have indicated that the current practices are working satisfactorily. It appears that only more difficulties would arise were we to adopt one or the others changes to the existing practice. Accordingly, the Commission finds that the prevailing practices shall maintained in the new agreement.¹³⁷

At the hearing, AT&T even acknowledged that it “could live with” this arrangement in Virginia. Tr. 557. In light of this concession, the Commission should reject AT&T’s language in Section 5.7.7.1. It is neither appropriate nor an accurate description of the compensation structure the Parties have in place today for UNE-P local usage. The Parties compensation structure for UNE-P should remain as it is today in Virginia.

2. Issue V-4 (LATA-wide Reciprocal Compensation)

Under AT&T’s proposal (AT&T’s proposed contract § 5.7.1), AT&T would redefine the Virginia Commission’s regulated access structure. Under its proposal, AT&T would avoid paying access charges for intraLATA access traffic. The Act clearly stated and recognized the important distinction between reciprocal compensation and access when it excluded access traffic from reciprocal compensation traffic in Section 251(g). The FCC reinforced this fundamental conclusion when implementing the Act.¹³⁸ The law simply could not be clearer. Intrastate intraLATA access in Virginia is within the Virginia Commission’s perview and AT&T does not have the right to unilaterally dictate when and where it will choose to pay for access services. Congress has recognized that the access regime should not be disturbed unless and

¹³⁷ *Id.* at 48-49. Sprint supported a similar proposal in Maryland by which “calls within a local calling area be considered local calls with no access charges applied, even when the call traverses facilities for which access charges would otherwise be imposed.” *See MD Arbitration Order* at 20-21. The Maryland PSC rejected that proposal. *Id.* at 23.

until the Commission has “explicitly superceded” these arrangements,¹³⁹ and the Commission has held that the prohibition in § 251(g) applies to “intrastate access regimes” as well as to interstate access charges.¹⁴⁰ AT&T’s proposed elimination of the intra-LATA toll structure would create a major impact--financially and operationally--on the entire telecommunications industry and is well beyond the bounds of this arbitration with its limited number of participants.

C. CONTRACT PROPOSALS

1. AT&T

Given the clear directive of both Congress and the Commission, AT&T should not be allowed to include certain provisions in the contract stating that “Reciprocal Compensation arrangements address the transport and termination of Local Traffic, *including IntraLATA Toll Traffic for the purposes of reciprocal compensation*” (emphasis added) in § 5.7.1 and similarly in § 5.7.3 of AT&T’s proposed contract. This provision is inappropriate for resolution by the Commission and should not be inserted in the interconnection agreement.

2. Verizon

Verizon VA and AT&T have already agreed to § 5.7.5.1 of the Verizon VA proposed contract that “No Reciprocal Compensation shall apply to special access, private line, *or any other traffic that is not switched by the terminating Party.*” (emphasis added). AT&T does not

¹³⁸See *Local Competition Order* at ¶ 1034 in which the Commission found that “the reciprocal compensation provisions of Section 251(b)(5) for transport and termination of traffic do not apply to the transport or termination of interstate or intrastate interexchange traffic.”

¹³⁹ *Id.* at § 251(g).

¹⁴⁰ *ISP Order* at ¶ 37.

switch UNE-P traffic and reciprocal compensation does not apply. Instead, AT&T should pay the appropriate UNE switching, transport and termination rates as applicable for UNE-P traffic.

Issue V-7 Specific Porting Intervals for Larger Customers

Issue V-12 Off-Hours Porting

Issue V-12-a Three Calendar Day Porting Intervals

Issue V-13 NPAC Confirmation

Issue VI-1(D) Number Portability

AT&T: V-7: Should Verizon Commit to Specific Intervals For Local Number Portability Provisioning For Larger Customers?

V-12: Should Verizon Be Required To Support Off Hours Porting?

V-12-a: Should Verizon Commit To A Three Calendar Day Porting Interval?

V-13: Should Verizon be required to receive confirmation of a port from NPAC prior to disconnecting a ported number?

Verizon VA: VI-1(D): Should the Parties Interconnection Agreement contain provisions governing number portability?

A. OVERVIEW

Verizon VA has established porting intervals applicable to all CLECs that are consistent with, and in some cases shorter than, the industry standards. AT&T's attempts to further shorten these intervals should be rejected. In addition, as with all other CLECs, Verizon VA offers AT&T a proposal by which AT&T can port numbers during off-hours. Finally, because it would cause undue administrative problems for Verizon VA and jeopardize the quality of service received by all customers, Verizon VA should not be required to receive confirmation of a port from the Number Portability Administration Center (NPAC) before disconnecting a ported number.

B. DISCUSSION

1. Issues V-7 and V-12-a

Verizon VA's established three-business day interval for porting up to 50 POTS lines is shorter than suggested by industry guidelines, which recommend a four-business day interval.¹⁴¹ Verizon VA Ex. 1 at 25. AT&T acknowledged that "[c]urrent guidelines for porting numbers between wireline carriers allow a four-calendar day interval." AT&T Petition at 238. AT&T also acknowledged in a footnote to its Petition that the Local Number Portability Administration Working Group, at the request of the Commission and the North American Numbering Council (NANC), evaluated this porting interval and rejected requests that the industry guideline be reduced from four to three business days. AT&T Petition at 239, n. 241; Tr. 567. At the hearing, even AT&T Witness Solis had to concede that a three business day interval is well within industry guidelines for porting a simple POTS line and that the industry standard has not changed. Tr. 567-68.

Nevertheless, despite AT&T's recognition of the industry guidelines and Verizon VA's compliance with those guidelines, it still insists that Verizon VA agree to a three-calendar day porting interval for AT&T. Verizon VA provides local number portability (LNP) in accordance with the Commission's requirements and the accepted business practice. If AT&T's contention is that Verizon VA's intervals are unreasonable, and if Verizon VA's intervals are compliant with Industry Guidelines (a fact not only undisputed, but actually confirmed by AT&T), then

¹⁴¹ Industry guidelines state that the three-business day interval begins to run after receipt of the Firm Order Confirmation (FOC). Verizon VA Ex. 15 at 22. Because the carrier has 24 hours to return the FOC, the total interval is 4 business days. In practice, Verizon VA agrees to the 3 day interval for up to 50 ports as Verizon VA times the interval from receipt of an accurate Local Service Request (LSR), not the transmission of the FOC to the requesting service provider.

AT&T is necessarily alleging that compliance with industry guidelines is unreasonable. That suggestion should be rejected by the Commission.¹⁴²

Industry guidelines do not specify an interval for multiple lines, but Verizon VA's are more than reasonable and consistent with industry practice.¹⁴³ For orders of more than 200 lines, Verizon VA must assess the work required before committing to an interval. Because large requests can vary significantly in the type of work required, each must be assessed individually. For example, the request may be to port the entire service or part of the service. If it is a partial port, network rearrangements may be required to rearrange line configurations like hunting and routing. Not surprisingly, these network re-arrangements take time to schedule and complete.

¹⁴² AT&T actually provides explicit support for Verizon VA's position of 3 business days to port up to 50 POTS lines. In response to the question, "Is it technically feasible to port simple POTS lines within three *calendar* days?" (emphasis added), AT&T states, "Yes. Qwest has recently agreed to a three-day porting interval for ports of less than five POTS lines." AT&T Ex. 6 at 5. AT&T, however, included a portion of Qwest's web page that shows that Qwest has agreed to a three *business* day interval, not the three *calendar* day interval AT&T claims. *Id.* When asked about this contradiction between reality and AT&T's testimony, AT&T's Witness Solis incredibly asserted that "Qwest has agreed to the three business day interval being three calendar days." Tr. 562. When pressed further, Mr. Solis attempted to argue that business days are equivalent to calendar days. Tr. 563-64. AT&T's witness simply had no credible explanation of his own testimony. In fact, Verizon VA's intervals are less than Qwest's across the board. For example, Verizon VA's 3 business day interval for up to 50 lines is actually less than Qwest's 4 business day interval for between 6 and 50 lines and Verizon VA does not require a negotiated interval until there are more than 200 lines to port, as opposed to Qwest which negotiates for 51 or more lines. Tr. 564-66.

¹⁴³ Verizon VA has documented porting intervals in its CLEC Handbook Volume 3, § 5. The intervals are as followed:

Up to 50 lines:	3 days
51 – 100 lines:	4 days
101 – 200 lines:	5 days
>200 lines:	negotiated interval

On the day of receipt of the request, Verizon VA validates the CLEC's request and, if complete, sends a confirmation back to the CLEC with the confirmed due date.

Other considerations include manual order issuance for complex orders and total volume of NPAC updates to insure that incremental large volumes of ports do not interfere with the day-to-day level of order activity. Verizon VA Ex. 1 at 27-28. Although Verizon VA will attempt to meet the CLEC's requested due date, it cannot guarantee that date until the request is reviewed and resource requirements are confirmed. This evaluation allows Verizon VA to provide an LNP provisioning date that is firm. Verizon VA Ex. 15 at 21-25.

AT&T objects to negotiating the interval for porting customers with a large quantity of numbers and instead wants to require Verizon VA to port all numbers within 5 calendar days. AT&T Petition at 245. This proposal ignores reality. First, AT&T's ability to provide services is not impaired by use of a negotiated interval. Large business customers do not decide to switch service providers on the spur of the moment: changes are discussed well in advance of the actual change over because any new service provider requires lead time to make the network changes necessary to provision the services. The new service provider would have knowledge of the port far enough in advance to submit the LSR to Verizon VA, negotiate the interval, and port the account within the customer's schedule expectation. Second, AT&T's alleged need for predictability simply cannot trump the realities of fulfilling large and complex porting orders. It is illogical for Verizon VA to be held to the same specific interval for ports that involve 101 lines and ports that could involve several thousand lines. Moreover, Verizon VA may have committed to other large ports and Verizon VA will have to ensure that the porting activity will not result in an overload. In short, porting large quantities of numbers requires large numbers of inputs and it is perfectly logical and appropriate to utilize a negotiated interval. Verizon VA Ex. 15 at 24-25

2. Issue V-12 (Weekend/Off-Hours Porting)

Under Verizon VA's accommodation for weekend porting, AT&T can port over the weekend so long as there is minimum advanced coordination with Verizon VA. Specifically, AT&T may request a Monday due date for any customer it seeks to port over a weekend. Verizon VA will commit to install a 10-digit unconditional trigger on any line that AT&T desires to port by close of business on the preceding Friday. AT&T can then transfer the number to its network over the weekend without impairment of service and without the need for further intervention by Verizon VA. At 11:59 p.m. on the confirmed Monday due date, Verizon VA would remove the line translations, including the 10-digit unconditional trigger, in the switch to release the facilities and effectuate the change in all relevant records and databases. If for some reason the AT&T technician is unable to make the installation, AT&T may contact Verizon VA and ask that the order be held until AT&T has made the installation so that the customer would not lose dial tone. Verizon VA Ex. 1 at 30-31; Tr. at 573-75.

This weekend porting solution requires no additional support by Verizon VA during the weekend, puts the control of the porting activities with AT&T, ensures a seamless transition from one service provider to another, provides the opportunity for AT&T to restore the customer to Verizon VA service if AT&T cannot complete its work, provides sufficient time for AT&T to contact Verizon VA on Monday to reschedule/cancel the port, and gives AT&T the opportunity to install new service for its customers over the weekend. This weekend porting solution is the same arrangement available in Pennsylvania and Massachusetts. Verizon VA Ex. 1 at 30-31.

The New York Commission recently upheld Verizon VA's weekend porting proposal stating, "Verizon's offer to provide AT&T and other CLECs an unconditional ten-digit trigger appears to satisfy AT&T's desire for weekend porting activity. This offer should be formally

executed in the new agreement.”¹⁴⁴ Verizon VA will formalize the weekend porting process in the interconnection agreement resulting from this arbitration. Verizon VA Ex. 15 at 26.

AT&T claims that “[o]nly minimal modification to current methods and procedures would be necessary to provide technical support for those instances where porting is unsuccessful, thus requiring restoration of service to Verizon to assure the end-user maintains dial tone.” AT&T Ex. 6 at 7. This claim is a significant understatement of the potential work required by Verizon VA to support off-hour ports. For scheduling purposes, Verizon VA would have to revert to manual processing of the order, link the orders to a work force system that would calculate the required personnel and schedule people on an overtime basis, and set up a billing procedure to bill the CLEC for the support. Porting of a telephone number from Verizon VA to a CLEC does not have a comparable Verizon VA retail operational process and the modifications required for AT&T’s proposal would be significant and costly to implement. Verizon VA Ex. 15 at 27. Moreover, under AT&T’s proposal, Verizon VA would have to provide staff support for weekend porting, which is different from Verizon VA’s weekend repair support. Repair call centers are operational on a 24 hours X 7 days basis. The Verizon VA work centers required for weekend porting support are not, however, the same centers used for maintenance and repair. Weekend porting staff support would be required in the Regional CLEC Coordination Center (RCCC) and the Recent Change Machine Administration Center (RCMAC). The staffs in the RCCC and RCMAC are significantly reduced during non-business hours and would need to be augmented to support weekend porting. Verizon VA Ex. 15 at 27-28.

¹⁴⁴ *NY (AT&T/Verizon) Arbitration Order* at 85.

AT&T contends that Verizon VA should be required to “reconfigure its systems to accept an order for a Saturday or a Sunday port, ... particularly in light of the fact that Verizon manages to provide its *retail* customers with weekend installation dates.” AT&T Ex. 6 at 8. This equating of the retail tariff “Premium Installation Appointment Charge” (PIAC) with weekend porting is off the mark. The PIAC allows retail customers to pre-arrange to have a technician dispatched to its location, subject to resource availability, and be charged at an hourly rate for the services rendered. Porting is different. No outside installation is required for porting and weekend resources for porting would require different work groups to be available than those involved in installations. Verizon VA Ex. 15 at 25.

AT&T offers no legal justification requiring Verizon VA to provide AT&T with a service that Verizon VA does not provide to its own customers--namely off-hour porting for general business and residential customers. For all of these reasons, this request should be rejected in favor of Verizon VA’s proposed weekend porting solution that is similar to the programs already adopted in other states.

3. Issue V-13 (NPAC Confirmation)

AT&T would require Verizon VA to wait for Number Portability Administration Center (NPAC) notification of a ported telephone number activation instead of proceeding with the port on the confirmed due date. AT&T’s proposal should be rejected for several reasons.

First, NPAC notification is not part of the official Ordering and Billing Forum (OBF) LSR documentation, and the NANC Inter-service Provider Operational flows identify the LSR as the driver to initiate and complete work requests. AT&T is an active participant in OBF and should address in that forum any concerns it has with the industry standards. Verizon VA Ex. 15 at 28-29.

Second, AT&T's request to modify the existing processes could impair service quality for customers. For example, if an LNP order is dated for today, but no NPAC activation is received, under AT&T's proposal the pending Verizon VA disconnect would remain active. Under AT&T's proposal, Verizon VA would poll the "activate messages" on a daily basis to determine if the translations can be removed. If the end user calls Verizon VA three days after the scheduled due date to make a change to his service and no activate message had been received, Verizon VA would not be able to process the order because there would be a pending LNP order on the account. In essence, the end user would, at that point, be neither a customer of Verizon VA nor AT&T. Also, when ports do not take place on the committed due date, the CLEC must send an LSR supplemental order to reschedule, which provides Verizon VA with the official documentation to effect a change order. If Verizon VA changed its processes to wait for the NPAC notification, a significant number of customer accounts would be in limbo, creating billing and maintenance problems within Verizon VA. Also, all LNP would be open-ended, making it impossible for Verizon VA to schedule resources efficiently to complete the work. Finally, if the CLEC did not provide notification that the order had been cancelled, end user records would reflect pending order activity freezing out any additional work activity until the cancellation notification was received from the CLEC. Verizon VA Ex. 15 at 28-29.

Third, Verizon VA's ordering and provisioning systems do not interact with the system that receives the NPAC activate messages. Verizon VA would have to develop a process to query the NPAC database or receive a data file from the NPAC and match the file against the pending orders. The order would then be released to the RCMAC to schedule the work in the switch. Without a mechanized process in place, the alternative would be to compare manually almost a thousand pending LNP orders each day with the NPAC activate messages and

reschedule the orders for completion. Both the development of a mechanized system and this manual process to reschedule the order would be an unwarranted, large work effort that Verizon VA is not required to undertake.¹⁴⁵ Verizon VA Ex. 15 at 29.

AT&T's practice of querying the NPAC database may work for AT&T because it has relatively few accounts being ported away on a daily basis. Verizon VA, however, currently has almost a thousand accounts ported out daily, and such a search procedure would heavily tax Verizon VA's resources. AT&T has offered no sound reason in this proceeding as to why such a process should now be adopted by Verizon VA. Notably, AT&T is unable to provide any legal authority for its proposal. Accordingly, Verizon VA should not be required to alter its accepted industry practice of porting numbers that works well for all CLECs. AT&T has shown no reason--factual or legal--to support such a major change in the LNP process that could only be completed at great expense to Verizon VA. Verizon VA Ex. 15 at 30.

C. CONTRACT PROPOSALS

1. AT&T

AT&T's proposed language would require Verizon VA to provide off-hours number porting. Section 14.2.9.1 references Schedule 14.2.9.1, which provides the terms AT&T proposes for off-hours and weekend porting. These provisions are unacceptable to Verizon VA because they do not reflect Verizon VA's current weekend porting solution available to all other

¹⁴⁵ AT&T states that BellSouth's system is able to interact with the system. This is not relevant to this arbitration. BellSouth has an entirely different system for the LNP processes. Verizon VA built its systems to conform with the OBF ordering guidelines that use the LSR and LSR supplemental orders for agreement on when work should be done. This is standard industry practice and enables Verizon VA to schedule the work in a logical manner, not waiting for confirmation of another service provider's completed work which may or may not occur on the agreed upon date and time. *See* Verizon VA Ex. 15 at 30.

CLECs. AT&T would require that “Verizon [shall] accept orders from AT&T for off-business hour due dates on number portability orders.” § 1 of Schedule 14.2.9.1 of AT&T’s proposed contract. AT&T then proceeds to describe exactly how it would like Verizon VA to provide this porting. For example, AT&T proposes that “Verizon shall apply the 10-digit trigger for all number portability orders. Verizon shall apply the 10-digit trigger and customer translations by no later than 11:59 p.m. (local time) on the business day preceding the scheduled port date, and leave the 10-digit trigger and customer translations in place until 11:59 P.M. (local time) on the next business day following receipt of confirmation from NPAC that the port was activated.” *Id.*

AT&T includes an unnecessary provision guarding against double billing. AT&T proposes that “In order to avoid double-billing of end user customer, Verizon must discontinue billing a ported customer at the date and time the port is activated, as reported by NPAC to Verizon.” Verizon VA opposes inclusion of this language insofar as it would apply to off hours porting and insofar as it requires Verizon VA to wait for notification from NPAC. AT&T’s concerns about double billing are unfounded because Verizon VA follows industry standards and cannot change its billing records until the proper translations are completed in the switch. Verizon VA Ex. 15 at 26.

AT&T improperly states that at “AT&T’s request, Verizon shall maintain personnel on a standby basis to assist in any emergency repairs or restoration required during the off-business hour porting process, including at the time that the 10-digit trigger and customer translations are removed.” Verizon VA is not obligated to add staff for AT&T and does not have the personnel on stand-by to fulfill this obligation AT&T would create for Verizon VA.

2. Verizon VA

Verizon VA's contract language does not include porting intervals because those intervals are posted on Verizon VA's website as they are standard for all CLECs. Tr. 575. The website includes explicit language that the interval commences with the receipt of an accurate LSR. The interval for simple ports is three business days. Receipt of the FOC is not the basis for the start of the due date interval.

Verizon VA proposes the following provisions to effect its weekend porting solution:

14.2.5.1 The availability of weekend and/or off-business hours coordination o LNP is subject to the following limitations:

- (i) Weekend and/or off-business hour porting will only be considered on orders that require coordination, i.e., where no 10-digit unconditional trigger is deployed. Non-coordinated orders are not candidates for non-business hour porting.
- (ii) Requests for weekend and non-business hour due dates on number portability orders must be negotiated in advance of submitting the LSR.
- (iii) Both Parties shall maintain personnel to perform the tasks required during the weekend and off-business hour porting process, including the removal of telephone number translations at a specified time and restoration of original service if the problems occur during the porting process.
- (iv) Number porting may not be available certain hours on Sundays due to NPAC maintenance down time as reported by NPAC.
- (v) If either party schedules system maintenance during off-business hours that impacts the ability to complete the work involved for a scheduled porting event, the party will advise the other of the system down time and reschedule the porting activity to a mutually agreeable date.

These provisions should be satisfactory to AT&T to assure a workable and predictable weekend and/or off business hours porting process.

Issue VI-3(B) Technical Standards and Specifications

Verizon VA: Should the interconnection agreement include broad, open-ended UNE technical standards and specifications?

A. OVERVIEW

Broad, open-ended language setting forth technical standards and specifications should not be included in the Parties' interconnection agreement.

B. DISCUSSION

The technical standards and specifications in WorldCom's Attachment III, § 3 of its proposed interconnection agreement with Verizon VA go well beyond the requirements of the Act or the Commission's rules. These issues are now dealt with by various industry task forces and forums. In addition, the "parity" and "non-discriminatory access" requirements articulated in this section are covered by applicable law, namely 47 C.F.R § 51.311(a) and (b), which provide that the quality of a UNE and the quality of access to a UNE "shall be the same for all telecommunications carriers requesting access to that network element" and "shall be at least equal in quality to that which the incumbent LEC provides to itself."

Verizon VA agrees to comply with applicable law in the provision of UNEs to WorldCom and all other CLECs. This affirmation gives the Commission and all CLECs the necessary assurance that UNEs will be provided in a non-discriminatory manner "at least equal in quality to that which the [Verizon VA] provides to itself." Rule 51.311(b).

C. CONTRACT PROPOSALS

1. WorldCom

WorldCom's proposed language goes well beyond the requirements of the Commission's Rule 51.311, and creates ambiguities in doing so. In Section 3.2 of Attachment III, WorldCom

creates virtually limitless demands on Verizon VA's provision of UNEs. WorldCom would require each UNE to be provided

at Parity and in a Non-Discriminatory manner in the areas of: quality of design, performance, features, functions, capabilities and other characteristics, including, but not limited to, levels and types of redundant equipment and facilities for power, diversity and security, that Verizon provides to itself (where applicable and Technically Feasible), Verizon's own subscribers (where applicable and technically feasible), to a Verizon Affiliate, or to any other entity, as set forth in the FCC Rules and Regulations, as the same may be amended from time to time.

Many of these terms are not defined and represent WorldCom's effort to re-write the UNE access rules. For example, "Parity" is not used in Rule 311. Instead, the rule requires access to UNEs "at least equal in quality to that which the incumbent LEC provides to itself." There is no requirement in Rule 311 to provide as a UNE "levels and types of redundant equipment and facilities for power, diversity and security" as provided to "Verizon's own subscribers." Moreover, WorldCom desires each UNE to be provided at parity and non-discriminatorily as to "quality of design, performance ... and other characteristics." Those terms are not defined in WorldCom's proposal and are apparently only a subset of the desired characteristics based on the introductory phrase "including, but not limited to...." Verizon VA cannot be required to include in an interconnection agreement such expansive, undefined terms for the provision of UNEs.

Section 3.2.1 sets forth a broad, open-ended requirement for Verizon VA to provide "engineering, design, performance and other network data sufficient for [WorldCom] to determine that the requirements of this section are being met." That obligation would far exceed what is required in the Commission's Rule 307(e), by which Verizon VA is required to provide

technical information about the incumbent LEC's network facilities sufficient to allow the requesting carrier to achieve access to unbundled network elements consistent with the requirements of this section.

Verizon VA's concern is "that this is a license to go into our proprietary information and use that in ways that perhaps goes beyond what is the stated intent for its use here." Tr. 146.

Section 3.2.2 would require Verizon VA to "ensure" that the UNEs provided "will meet [WorldCom's] reasonable needs in providing services to its subscribers." It is not Verizon VA's responsibility to "ensure" that WorldCom can meet the needs of its subscribers or to determine if those needs are "reasonable." Verizon VA's responsibility, defined in the Act and in the Commission's Rules, is to make UNEs available to CLECs as required by applicable law. Whether those UNEs meet the "reasonable" needs of WorldCom subscribers is WorldCom's, not Verizon VA's, responsibility. At the hearing, Verizon VA offered the following example:

An example I would think of is that WorldCom has a particular service that it had the idea to provide. The technical parameters of that service are ones that-- such that we don't have a right to it under a particular license agreement with the vendor, and thus, in order to provide the UNE to WorldCom to meet what it views, perhaps even rightly its reasonable desires in providing a service, we don't have a right to give them that UNE. The UNE can only be used a certain way. I don't have a particular one in mind, but the language would lend itself to the interpretation that we somehow have to help them in giving them the UNE to be able to use it in the way they want to use it.

Our view is as a general matter, however we could use the UNE, whatever rights that we have under our licensing arrangements with various vendors, and particularly software vendors, that we're going to give whatever rights we could possibly give to those who want to use our UNE.

There is another whole separate issue about what obligation we have to go out and get additional rights. If some vendor were to come back and say, oh, Verizon, when you got that license arrangement, it was only for you, it's not for someone else. The good news is it's theoretical at this point. We haven't had vendors do that, thank goodness. But if they were to come back and say to us, Verizon, we only said you could do A through Z with this, WorldCom, there's some other party, one of the CLECs that you work with, that wants to do Double A, something different, they don't have the right to do that. You don't have the right to give them what it is that we gave you to do that. I think that

language ...3.2.2 -- would argue that we have to do that and that's why I have a problem with it.

Tr. 144-45. In fact, at the hearing, WorldCom offered to remove this section of its proposed contract but that provision is still set forth by WorldCom in the final JDPL filed on November 5, 2001. Tr. 151.

Finally, Section 3.3 is redundant with Section 3.2, except that it adds an introductory twist that “unless otherwise requested by [WorldCom]” the UNEs provided by Verizon VA must be provided “at Parity and in a Non-Discriminatory manner....” This phrase suggests that WorldCom believes it is entitled to request that Verizon VA provide UNEs in a manner that would not be at parity with the way Verizon VA provides the network elements to its own customers. There is no basis for that suggestion. Again, the ambiguity created by these open-ended responsibilities should not be included in an interconnection agreement.

Issue VII-10 Integrated Digital Loop Carrier (“IDLC”) Loop Provisioning

Verizon VA: Should Verizon be permitted sufficient time to provision to AT&T loops provided via Integrated Digital Loop Carrier?

A. OVERVIEW

Verizon VA proposes to AT&T that where no spare physical loop is available, it will within three (3) business days of the request notify AT&T of the lack of available facilities. AT&T may then at its discretion make a Network Element Bona Fide Request to Verizon VA to provide the unbundled loop through the demultiplexing of the integrated digitized loop(s). AT&T may also make a Network Element Bona Fide Request for access to unbundled local loops and the loop concentration site point.

B. DISCUSSION

Stand-alone loops cannot be unbundled when provisioned over IDLC facilities. In an IDLC architecture, a group of 24 voice channels are multiplexed onto a single DS-1 facility that terminates directly into the switch in the central office terminal. There is no physical appearance of the unbundled loop at the main distribution frame in the central office. At the present time, Verizon VA has no equipment capable of extracting an individual voice channel from the DS-1 facility. Consequently, a single loop cannot be unbundled. Thus, to provide AT&T access to a single unbundled loop to one end user, Verizon VA must either move the loop to a spare facility, or demultiplex at the loop. Verizon VA Ex. 16 at 57-58. As the Commission has stated:

IDLC technology allows a carrier to “multiplex” and “demultiplex” (combine and separate) traffic at a remote concentration point, or remote terminal, and to deliver the combined traffic directly into the switch, without first separating the traffic from the individual lines. In such cases, competitors

generally cannot access IDLC loops at the incumbent's central office.¹⁴⁶

In that same Order, the Commission reiterated that “the undivided loop does not always afford competitors access to subscribers, as is the case with IDLC loops.”¹⁴⁷

The Commission did not mandate or prohibit a specific provisioning process or interval for accessing loops when provisioned by IDLC. In § 252 proceedings in other eastern states, AT&T has sought to require Verizon to notify AT&T that facilities are unavailable within the Firm Order Confirmation (FOC) period. With a FOC, however, Verizon VA merely notifies AT&T that it has received its service order. Not until after the FOC is sent does Verizon VA begin to evaluate and process that order. Thus, Verizon VA will not know that the loop requested by AT&T is served by IDLC before the FOC is sent to AT&T. Once it is identified that the loop is served by IDLC, it takes time to determine if and where a spare physical loop is available.

C. CONTRACT PROPOSALS

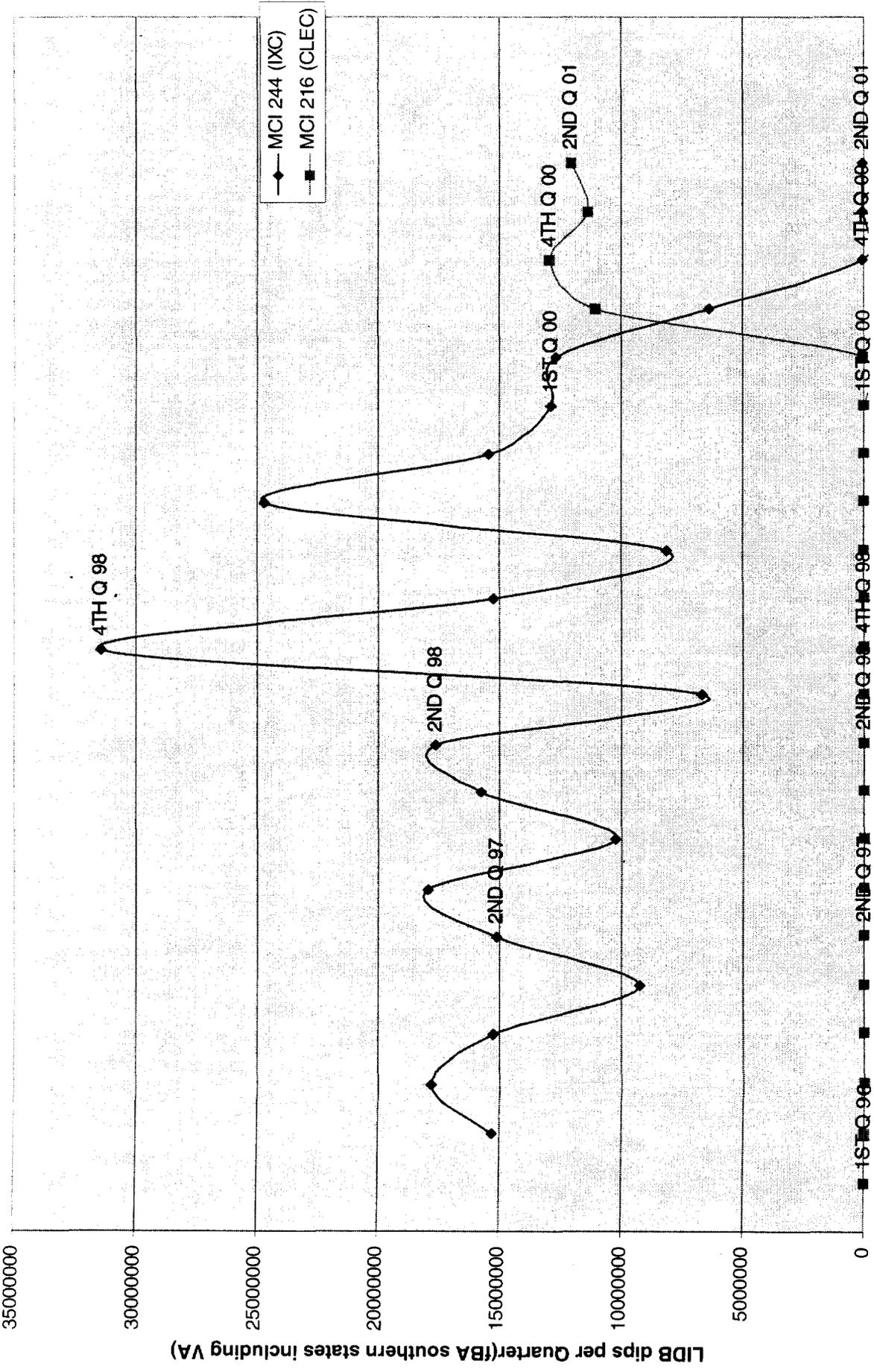
1. Verizon VA

In Section 11.7.6 of its proposed contract to AT&T, Verizon VA provides reasonable terms and conditions addressing situations where AT&T orders stand-alone loops provisioned over IDLC. Section 11.7.6 provides that if AT&T orders one or more loops provisioned over IDLC or remote switching technology deployed as a loop concentrator, Verizon VA shall, where available, move the requested loop or loops to a spare physical loop, if one is existing and available, at no additional charge to AT&T. If, however, no spare physical loop is available and

¹⁴⁶ *UNE Remand Order* at ¶ 217.

¹⁴⁷ *Id.* at ¶ 212.

Verizon VA must undertake a search for spare facilities where the loop requested is served by IDLC, Verizon VA shall, within three business days of AT&T's request, notify AT&T of the lack of available facilities. AT&T may then at its discretion make a Network Element Bona Fide Request to Verizon VA to provide the unbundled loop through the demultiplexing of the integrated digitized loop(s). AT&T may also make a Network Element Bona Fide Request for access to unbundled local loops and the loop concentration site point. *See* Verizon VA Ex. 16 at 57.



LIDB dips per Quarter by MCI WorldCom
January 1, 1996-June 30, 2001

	MCI 244 (IXC)	MCI 216 (CLEC)
1 ST Q 96	11,733,015	0
2d Q 96	15,309,127	0
3d Q 96	17,825,679	0
4 th Q 96	15,257,533	0
1 st Q 97	9,256,744	0
2d Q 97	15,105,415	0
3d Q 97	17,959,089	0
4 th Q 97	10,266,991	0
1 st Q 98	15,737,486	0
2d Q 98	17,604,529	0
3d Q 98	6,659,232	0
4 th Q 98	31,420,495	0
1 st Q 99	15,280,385	0
2d Q 99	8,123,094	0
3d Q 99	24,671,534	0
4 th Q 99	15,434,611	0
1 st Q 00	12,856,469	0
2d Q 00	12,718,241	59,242
3d Q 00	6,383,083	11,087,244
4 th Q 00	48,648	12,927,808
1 st Q 01	47,904	11,366,244
2d Q 01	41,309	12,064,964

Note: Point Code 244 is assigned to MCI WorldCom's IXC
Point Code 216 is assigned to MCI WorldCom's CLEC