

Issue IV-25 Calling Name Database (“CNAM”)

Verizon VA provides nondiscriminatory access to call-related databases as required by Rule 319(e)(2)(i) in the same manner that Verizon provides access to its call-related databases in New York where the Commission granted Verizon § 271 approval.¹⁴⁹ WorldCom argues, however, that “these databases must be allowed to reside in WorldCom’s facilities just as they reside in Verizon’s facilities” so that WorldCom is afforded “the same level of control of the database as Verizon enjoys.”¹⁵⁰ WorldCom is wrong.

Rule 319(e)(2)(i) provides that “[f]or purposes of *switch query and database response* through a signaling network, an incumbent LEC shall provide *access* to ... the Calling Name Database ... *by means of physical access at the signaling transfer* point linked to the unbundled databases.”¹⁵¹ There are three important points in this language. First, the rule requires Verizon VA to provide “*access*” to the database. The rule does not require Verizon VA to provide the database itself. Second, the rule specifies that such access must be provided “by means of physical access at the signaling transfer point linked to the unbundled databases.” Providing access that is *linked* to the database necessarily does not envision providing the database itself. Third, the rule specifically refers to “*switch query and database response*,” not to “batch access.” WorldCom’s proposal is therefore clearly inconsistent with Rule 319(e)(2)(i). Indeed, in adopting the rule, the Commission emphasized “that access to call-related databases

¹⁴⁹ *NY Verizon § 271 Order* at ¶ 365-66.

¹⁵⁰ WorldCom Br. at 147. WorldCom refers to this as “batch access.”

¹⁵¹ 47 C.F.R. § 51.319(e)(2)(i)(emphasis added).

must be provided through interconnection at the STP and that *we do not require direct access to call-related databases.*¹⁵²

There are also policy reasons that WorldCom (and presumably, any other CLEC) should not be permitted to download a copy of the CNAM database. The CNAM database contains customer proprietary information that is not available to the public or in other databases, such as the directory assistance database, and the privacy of that information should be protected.¹⁵³

Verizon VA protects the information in the database, not only by limiting access to per query access through the signaling transfer point, but also by contractual terms that require a carrier to use the CNAM database solely to provide calling name services.¹⁵⁴ In addressing these concerns, the California Commission held that, “to protect customers’ privacy, a carrier should not be permitted to save any information obtained from routine database queries.”¹⁵⁵

WorldCom’s proposal is entirely inconsistent with this holding because it contemplates saving the entire database.

¹⁵² *Local Competition Order* at ¶ 485 (emphasis added).

¹⁵³ *See Verizon VA UNE Br. at 100-01.* The CNAM includes not only unlisted names and non-published numbers, but also the numbers of multiple line customers. Such customers may have several hundred lines, but have only their main line or selected others available to the public. *Id.* at 100.

¹⁵⁴ *Id.* at 101. At the hearing, WorldCom claimed that “one can only *assume* that since [Verizon VA] own[s] the entire database that *they use it for other things.*” Tr. 647 (emphasis added). WorldCom’s assumption is wrong. As Verizon VA has explained, it only uses the CNAM database to provide calling name services. Verizon VA UNE Br. at 101. WorldCom’s statement suggests, however, that the Commission should assume that WorldCom really wants a download of the CNAM database to use it for other purposes. That should not be permitted.

¹⁵⁵ *Application by Pacific Bell Telephone Company (U 1001 C) for Arbitration of an Interconnection Agreement with MCImetro Access Transmission Services, L.L.C. (U 5253 C) Pursuant to Section 252(b) of the Telecommunications Act of 1996*, Final Arbitrator’s Report, Application 01-01-010, at 62 (filed January 8, 2001).

WorldCom tries to support its position by relying on the 1999 *Directory Listing Order*.¹⁵⁶ As noted above, however, providing downloads of the CNAM database raises concerns about customer privacy that were not present with the DA database. Moreover, there is no merit to WorldCom's claim that per query access is somehow discriminatory.¹⁵⁷ All carriers, including Verizon VA, use per query access to obtain CNAM data.¹⁵⁸

WorldCom relies on two state commission decisions in support of its position.¹⁵⁹ Verizon VA explained in its opening brief why those decisions are not entitled to any weight.¹⁶⁰ In one, CNAM access was not an issue; in the other, the decision was based on evidence of delay that is not present in this record. Moreover, both decisions conflict with Rule 319(e)(2)(i), and that rule should apply in this case. As Arbitrator Attwood observed: "We will look at the existing state of the law and apply that state of the law."¹⁶¹ The Commission, therefore, should follow the lead of most of the state commission that have addressed this issue and ruled in Verizon VA's favor.¹⁶²

WorldCom advances two more arguments that have no merit. It argues that a download of the CNAM is technically feasible, and that "Verizon bears the burden of demonstrating that it

¹⁵⁶ WorldCom Br. at 147.

¹⁵⁷ *Id.*

¹⁵⁸ Verizon VA UNE Br. at 101.

¹⁵⁹ WorldCom Br. at 147.

¹⁶⁰ Verizon VA Br. at 102-103.

¹⁶¹ Status Conference at 13 (July 10, 2001).

¹⁶² Verizon VA UNE Br. at 103.

is not.”¹⁶³ WorldCom cites to no authority for this proposition, and there is none. Because Rule 319(e)(2)(i) does not require a download, Verizon VA has no burden to demonstrate that it cannot be accomplished. WorldCom also argues that “Verizon’s insistence that it will only offer standard SS7 access to the CNAM database ... hinders WorldCom’s ability to innovate and develop new forms of access.”¹⁶⁴ The standard per query access that Verizon VA provides, however, is all that Rule 319(e)(2)(i) requires. WorldCom’s argument, therefore, is nothing more than an attempt to rewrite the Commission’s rule, and that is well beyond the scope of this arbitration. WorldCom’s positions should therefore be rejected.

¹⁶³ WorldCom Br. at 148.

¹⁶⁴ *Id.* at 149.

Issue IV-80 Directory Assistance

Issue IV-81 Operator Services

Because Verizon VA provides customized routing in Virginia, OS/DA is not a UNE under the Commission's Rule 319(f).¹⁶⁵ Further, Verizon VA has already agreed to WorldCom's request to route OS/DA calls via Verizon VA's Advanced Intelligent Network (AIN) to WorldCom's Feature Group D (FGD) trunks. Consequently, the Parties' interconnection agreement should not contain terms and conditions governing access to OS/DA as if it were a UNE. Instead, § 3 of the Additional Services Attachment to Verizon VA's proposed contract addresses its provision of OS/DA satisfactorily and is in full compliance with current law.¹⁶⁶

WorldCom claims that its proposed language should be in the contract "in the event that Verizon's proposed AIN solution does not work."¹⁶⁷ WorldCom's entire argument, however, is based on the false claim that "AIN routing has not yet been tested by Verizon."¹⁶⁸ Moreover, the Commission has rejected such an argument in the context of § 271 proceedings. When the Commission granted Verizon's § 271 approval in New York, it rejected the argument that

¹⁶⁵ Rule 319(f) provides:

Operator services and directory assistance. An incumbent LEC shall provide nondiscriminatory access in accordance with § 51.311 and section 251(c)(3) of the Act to operator services and directory assistance on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service ***only where*** the incumbent LEC does not provide the requesting telecommunications carrier with customized routing or a compatible signaling protocol. (Emphasis added).

¹⁶⁶ See also Verizon's responses to Issues IV-8 and IV-24.

¹⁶⁷ WorldCom Br. at 151.

¹⁶⁸ *Id.* at 150.

Verizon should be denied approval because it would be “impossible to verify whether [Verizon] actually can provision AIN related services, because no carrier presently purchases these services from [Verizon].”¹⁶⁹ The Commission stated that

[Verizon] is not required to actually furnish a particular item in order to satisfy its obligation under the checklist. Rather, as we have previously stated, if no competitor is actually using a checklist item, a BOC must show that it has a concrete and specific legal obligation to furnish the item upon request and be “presently ready to furnish each item in the quantities that competitors may reasonably demand and at an acceptable level of quality.”¹⁷⁰

Likewise, upon entering into an interconnection agreement, Verizon VA is not required to provide back-up language simply because it does not “actually furnish a particular item.”¹⁷¹ It is enough that Verizon VA shows, as it has in this proceeding, that it has a legal obligation to furnish the item and that it is presently ready to provide it at an acceptable quality. Verizon VA has tested this technology and has proven that it works. Tr. 620, 654. Verizon VA provides precisely the customized routing that WorldCom seeks and any possible delay in WorldCom receiving this service will result only if WorldCom continues to refuse to test it.¹⁷² Verizon VA Ex. 8 at 13; Verizon VA Ex. 24 at 32.

¹⁶⁹ *NY Verizon § 271 Order* at ¶ 66 (quotation omitted).

¹⁷⁰ *Id.* (quoting *Ameritech Michigan Order*, 12 FCC Rcd at 20602; *BellSouth South Carolina Order*, 13 FCC Rcd at 582).

¹⁷¹ *Id.*

¹⁷² In the *UNE Remand Order*, the Commission noted that although AT&T had initially raised issues of delay, “AT&T’s customized routing issues have been resolved.” *UNE Remand Order* at ¶ 362. WorldCom has failed to explain why it has refused to test customized routing, or why its concerns are any different than AT&T’s, which have been resolved.

Issue V-3 UNE-P Routing and Billing

Issue V-4 LATA-wide Reciprocal Compensation

Issue V-4a UNE-P Routing and Billing

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

AT&T claims that it is simply proposing to treat “*all* AT&T UNE-P traffic” like Verizon VA “treats its own comparable traffic.”¹⁷³ That is not true. It is proposing that Verizon VA should treat “AT&T’s UNE-P calls to and from third party CLECs” as Verizon VA’s own traffic.¹⁷⁴ AT&T’s proposal would allow it to ignore its statutory obligation under § 252(b)(5) to execute interconnection agreements with 3rd party CLECs for the transport and termination of traffic. Moreover, the proposal would require Verizon VA to absorb AT&T’s costs of doing business by eliminating AT&T’s need “to negotiate and manage multiple interconnection agreements among all local service providers in Verizon’s territory.”¹⁷⁵ There is no doubt that AT&T’s proposal would “simplif[y] ‘transit traffic’ arrangements” for AT&T. AT&T would avoid its statutory obligations and Verizon VA would be compelled to perform for AT&T all of its billing and collecting with 3rd party CLECs.¹⁷⁶ Many of AT&T’s arrangements could be simpler if it did not have to comply with the Act.

Under the current billing arrangement, for calls that originate from an AT&T UNE-P customer and terminate on a 3rd party CLEC network, Verizon VA charges AT&T for unbundled switching and common transport. In addition, Verizon VA passes through to AT&T the

¹⁷³ AT&T Br. at 142.

¹⁷⁴ *Id.*

¹⁷⁵ *Id.*

¹⁷⁶ *Id.*

terminating charges that will be billed to Verizon VA by the 3rd party CLEC. Tr. 551-54. In this situation, Verizon VA acts as a “transit company” and is entitled to recover all of its costs.¹⁷⁷

Tr. 548. For calls that originate from a 3rd party CLEC and terminate to an AT&T UNE-P customer, Verizon VA charges AT&T the appropriate unbundled switching and transport rates (Tr. 549) and provides AT&T with an access record by which it can bill the 3rd party CLEC for terminating costs pursuant to a § 251(b)(5) interconnection agreement between AT&T and the 3rd party CLEC. Tr. 550.

AT&T, however, does not want to undertake this statutory obligation and collect the terminating charges from the 3rd party CLEC; it wants Verizon VA to do it. AT&T argues that such a collection obligation puts it in the “untenable position” of having to contract with the 3rd party CLEC only for terminating charges.¹⁷⁸ There is nothing “untenable” about such an arrangement: AT&T would provide the 3rd party CLEC with its terminating traffic data and would be paid as the Act requires. AT&T also argues that if it must contract with the 3rd party CLEC for receipt of payments for terminating traffic, it should be given the right to negotiate with the 3rd party CLEC for the payment of originating traffic.¹⁷⁹ Verizon VA witness Gabrielli explained that an AT&T agreement with a 3rd party CLEC for the payment of AT&T’s

¹⁷⁷ *Texcom, Inc. d/b/a Answer Indiana v. Bell Atlantic Corp., d/b/a Verizon Communications*, Memorandum and Order, FCC 01-347, 2001 WL 1504282 (rel. November 28, 2001) (“In the transiting traffic context, however, the LEC does not ‘originate’ any traffic. Rather, the traffic originates with a third carrier, and terminates with the CMRS carrier. Construing section 57.709(b) to bar transiting traffic charges, therefore, would compel the LEC and its customers to bear the cost of carrying traffic to which they have no relation, and allow the terminating carriers and its customers a ‘free ride.’ We have never interpreted section 51.709(b) to yield such a result.”).

¹⁷⁸ AT&T Br. at 144.

¹⁷⁹ *Id.* at 145.

originating traffic is not technically feasible because the 3rd party CLEC cannot “identify that 10-digit telephone number as belonging to a UNE-P.” Tr. 551-56. The 3rd party CLEC therefore charges terminating costs to Verizon VA, and Verizon VA passes them back to AT&T. This technical issue of identifying these UNE-P customers is an “open issue” at the Ordering and Billing Forum (OBF). Tr. 556. After seeming to understand the realities of this situation, and the inability of 3rd party CLECs to identify UNE-P calls, AT&T Witness Kirchberger acknowledged that AT&T could “live with” the current arrangements even though “it wasn’t our original request.” Tr. 557.

AT&T attempted to rehabilitate Mr. Kirchberger’s testimony by filing with the Commission a document entitled “AT&T Response to Record Requests From the 10/04/01 Transcript of the FCC-VA Arbitration Proceeding.” Verizon VA objects to this filing¹⁸⁰ because there was no record request made for this information. It is simply an inappropriate attempt to supplement the record testimony of Mr. Kirchberger, who actually apologized for his lack of knowledge on this UNE-P compensation issue. Moreover, when asked about the New York Commission’s recent review of UNE-P compensation, Mr. Kirchberger admitted his knowledge of UNE-P compensation arrangements in New York was “almost zero.” Tr. 555, 557. The industry recognizes that there are technical issues as to UNE-P compensation arrangements before the OBF and, as Verizon VA witness Gabrielli noted, these compensation issues are generally before the Commission in its CC Docket No. 01-92.¹⁸¹ Tr. 555. For these reasons, the

¹⁸⁰ See Verizon VA’s Objection to AT&T Response to Record Requests From the October 4, 2001 Transcript of the FCC-VA Arbitration Proceeding (filed December 10, 2001).

¹⁸¹ See *Intercarrier Compensation NPRM*, Notice of Proposed Rulemaking, CC Docket No. 01-92, 16 FCC Rcd 9610, FCC 01-132, at ¶ 2 (rel. April 27, 2001).

Commission should continue with the prevailing practice in Virginia and follow the lead of the New York Commission:

only more difficulties would arise were we to adopt one or the others changes to the existing practice. According, the Commission finds that the prevailing practices shall be maintained¹⁸²

AT&T's proposed contract § 5.7.7.1 to implement this compensation arrangement must be rejected. Section 5.7.7.1 is vague and unclear. For example, it states that "the Parties shall adopt a 'bill and keep' compensation arrangement for Local and intraLATA Toll Traffic...." That provision might support an attempt by AT&T to eliminate payments for unbundled local switching and transport charges to which Verizon VA is entitled when AT&T leases a UNE-P arrangement. Moreover, the provision in § 5.7.7.1 that "the terminating carrier will not charge the originating carrier for Local and intraLATA Toll Traffic ..." could be construed, among other things, to prevent Verizon VA from imposing termination charges on 3rd party CLECs and seems to conflict with AT&T's statement that "Verizon *would bill* terminating Reciprocal Compensation charges to the 3rd party CLEC originating the call, as if it had itself terminated the call, and keep the proceeds."¹⁸³ Section 5.7.7.1 is ambiguous and subject to various interpretations; it should be rejected.

The existing UNE-P compensation arrangements in Virginia should continue in effect. AT&T agreed to this in the hearing. In addition AT&T should fulfill its §251(b)(5) obligation and enter into interconnection agreements with 3rd party CLECs in order to collect termination charges for calls completed to its UNE-P customers.

¹⁸² NY (Verizon/AT&T) Arbitration Order at 48-49.

¹⁸³ AT&T Br. at 143-44 (emphasis added).

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

There is absolutely no support for AT&T's attempt to avoid paying access charges for intraLATA toll calls. AT&T cavalierly asserts that "[t]he distinction between 'local' and 'toll' calls is a purely artificial one that dictates what a competing carrier must pay for call termination."¹⁸⁴ Whether or not the distinction is artificial, AT&T is correct that the distinction determines whether it must pay access rates or call termination rates. Moreover, that distinction is the law.

Section 251(g) of the Act makes it clear that access tariffs continue to apply unless and until they "are explicitly superseded" by the Commission,¹⁸⁵ and the Commission has held that § 251(g) applies to "all" access tariffs, both interstate and intrastate.¹⁸⁶ As the Commission stated in the *ISP Remand Order*,

unless and until the Commission by regulation should determine otherwise, Congress preserved the pre-Act regulatory treatment of all the access services enumerated under section 251(g). These services thus remain subject to Commission jurisdiction under section 201 (or, to the extent they are *intrastate* services, they remain subject to the jurisdiction of state commissions)¹⁸⁷

¹⁸⁴ *Id.* at 145.

¹⁸⁵ 47 U.S.C. § 251(g).

¹⁸⁶ *ISP Order* at ¶ 37 and n.66, citing the *Local Competition Order*, 11 FCC Rcd at 15869 ("it would be incongruous to conclude that Congress was concerned about the effects of potential disruption to the interstate access charge system, but had no such concerns about the effects on analogous intrastate mechanisms.").

¹⁸⁷ *Id.* at ¶ 39 (emphasis in the original). See also *Local Competition Order* at ¶ 1034 ("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." (emphasis added)).

Because the Virginia intrastate access tariffs have not been superseded, they continue to apply to intraLATA toll calls. AT&T cannot avoid paying them, and pay reciprocal compensation rates instead, by inserting unlawful provisions in an interconnection agreement.

AT&T asserts that “Verizon continues to charge different rates to competing carriers, depending on whether the call is characterized as ‘local’ or ‘toll’ as defined by Verizon’s view of appropriate calling areas.”¹⁸⁸ AT&T is wrong. It is not Verizon VA’s view of local calling areas; it is the Virginia Commission’s view. In addition, if AT&T’s position were correct, and it could decide the local calling areas used to determine whether a call is local or not,¹⁸⁹ AT&T could avoid paying any access charges. It could simply assert that its local calling area included the entire country, so that it could avoid paying interstate access charges as well. This is, of course, absurd, and AT&T’s position should therefore be rejected.

¹⁸⁸ AT&T Br. at 146.

¹⁸⁹ Tr. 1401.

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 Number Portability Administration Center (NPAC) Confirmation

Issue VI-1(D) Number Portability

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

Verizon VA provides local number portability (LNP) in accordance with the Commission's requirements and the accepted industry practice. Verizon VA's established interval for porting up to 50 POTS lines is three business days. As AT&T admits, this is shorter than suggested by industry guidelines, which recommend a four-business day interval.¹⁹⁰ AT&T contends, however, that accepted industry practice is "the lowest common denominator" and asserts that Verizon VA should agree to a higher standard – three calendar days.¹⁹¹ As AT&T acknowledges, however, its representation that Qwest had agreed to three calendar days was inaccurate, and the Local Number Portability Association Working Group recently rejected the suggestion that the four-day porting interval be reduced to three days.¹⁹² Having failed to convince the industry of its position, AT&T is now trying to force it upon Verizon VA in this

¹⁹⁰ AT&T Br. at 152, n.506. Industry guidelines state that the three-business day interval begins to run after receipt of the Firm Order Confirmation. 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 adheres to the 3 day interval for up to 50 ports as Verizon VA times the interval from receipt of an accurate Local Service Request, not the transmission of the FOC to the requesting service provider.

¹⁹¹ AT&T Br. at 152.

¹⁹² *Id.* at 152 n. 505 and 506.

interconnection agreement. That effort should fail. The suggestion that complying with industry practice is somehow unacceptable should be soundly rejected by the Commission.

AT&T also wants Verizon VA to port 200 or more numbers in five business days unless it can prove to AT&T that a delay is justified.¹⁹³ Oddly, AT&T first rejects Verizon VA's position that porting 200+ numbers can sometimes involve additional labor, claiming that Verizon VA provided no evidence to support its claim.¹⁹⁴ In the next paragraph, however, AT&T concedes "that there may be limited instances where additional work may require more than five business days to port the numbers."¹⁹⁵ AT&T's muddled account of the record should be disregarded. Verizon VA acknowledged that it is technically feasible to port 200+ numbers within 5 business days "for some requests but not for all requests." Tr. 578. Thus, industry guidelines do not specify an interval for multiple lines for good reason. This is not, as AT&T asserts, an exception attempting to "swallow the rule."¹⁹⁶ Rather, this reflects the reality that large requests can vary significantly in the type of work required and that each job must be assessed individually, and the interval negotiated with the CLEC.¹⁹⁷ AT&T has yet to show how its ability to provide service would be impaired by use of a negotiated interval. Negotiating the interval is standard industry practice, and it is a far better business practice than for Verizon VA to spend its time "justifying" why a longer period is required.

¹⁹³ *Id.* at 147.

¹⁹⁴ *Id.* at 148.

¹⁹⁵ *Id.*

¹⁹⁶ *Id.* at 148.

¹⁹⁷ Verizon VA UNE Br. at 120.

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

AT&T fails to provide any legal justification to require Verizon VA to provide AT&T with off-hour porting for general business and residential customers. Verizon VA does not provide that service to its own customers. Nor is it necessary. Verizon VA's weekend porting solution is currently working successfully in Pennsylvania and Massachusetts and it has been approved by the New York Commission.¹⁹⁸ The weekend porting process is straightforward: AT&T submits a porting request with a Monday due date for customers it wants to port over the weekend. AT&T then transfers the number to its network over the weekend without any further involvement by Verizon VA. On the Monday due date, Verizon VA will remove the line translations in the switch to release the facilities and effect the change in all Verizon records and databases.¹⁹⁹ AT&T offers no evidence as to why it should be given special treatment and why it cannot comply with this weekend porting solution that other Commissions and other CLECs have found appropriate.

AT&T claims that Verizon VA must port lines on Saturday and Sunday because Verizon VA installs service to retail customers on the weekend.²⁰⁰ As explained in Verizon VA's opening brief, weekend retail installations is a premium service that is offered subject to resource availability and that requires the customer to pay an hourly rate.²⁰¹ Porting is a different process involving different personnel and is not the equivalent service to weekend installations to retail customers. Verizon VA Ex. 15 at 25; Tr. 586.

¹⁹⁸ *Id.* at 122-23.

¹⁹⁹ *Id.* at 122.

²⁰⁰ AT&T Br. at 149-50.

²⁰¹ Verizon VA UNE Br. at 124.

AT&T requests contractual language that Verizon VA will provide technical support for “snapbacks”²⁰² to stop Verizon VA from performing switch translations for the customer when AT&T cannot complete that customer’s port as previously indicated to Verizon VA. Tr. 571. Verizon VA witness Shocket explained that if a port were going to be delayed, the AT&T technician would call Verizon VA’s “hot cut” office and even after hours the Verizon VA personnel “would make every attempt to hold that order so it wouldn’t get completed.” Tr. 574. It remains, however, AT&T’s responsibility to reach the Verizon VA technician to hold the order. Tr. 575. These are standard operating procedures normally undertaken by Verizon VA and need not be included in the proposed interconnection agreement.

Another standard operating procedure noted by AT&T deals with Service Order Administration connectivity to NPAC.²⁰³ AT&T acknowledges that Verizon VA provides connectivity to wherever it is available²⁰⁴ and there is no reason to insert this operating practice into an interconnection agreement.

Finally, Verizon VA will change its billing records to a customer when the proper translations are completed in the switch following a port. This practice follows industry standards and, for weekend porting, occurs on Monday at 11:59 p.m. Verizon VA Ex. 15 at 26; Verizon VA Ex. 1 at 29. AT&T argues that this results in “double billing” to the customer between the day of AT&T’s port and the day of Verizon VA’s switch translation.²⁰⁵ Verizon VA accommodates weekend porting for the benefit of CLECs and their customers and thereafter

²⁰² AT&T Br. at 150.

²⁰³ *Id.*

²⁰⁴ *Id.*

²⁰⁵ *Id.*

follows industry practice in changing its billing records. In all events, the transition from one carrier to another over the weekend creates this situation and that is not within the control of Verizon VA.

In addition, AT&T continues to ignore the magnitude of the potential work required by Verizon VA to support off-hours ports. Verizon VA would be required to revert to manual processing of the order, to link the order to a work force system to calculate personnel and schedule people on an overtime basis, to set up a billing procedure to bill the CLEC for this support, to modify significantly operational processes and to provide staff support for porting as opposed to weekend repair support.²⁰⁶ Given the effectiveness of the weekend porting solutions, there is no need to create a new system just to accommodate AT&T's proposal.

3. Issue V-13 (NPAC Confirmation)

AT&T seeks to add another step to Verizon VA's porting responsibilities. Specifically, AT&T wants to prohibit Verizon VA from disconnecting a ported number until the NPAC confirms that AT&T had ported the number.²⁰⁷ Although AT&T claims this idea "fairly distributes the responsibility for protecting customer dialtone,"²⁰⁸ it has not been recommended by the OBF, and Verizon VA has explained the number of operational problems it could cause.²⁰⁹ In effect, AT&T demands that Verizon VA expend substantial effort and funds to create a new system it does not have to query the NPAC database so that AT&T can avoid the responsibility of telling Verizon VA when it has failed to port a number as scheduled. This

²⁰⁶ See Verizon VA Br. 123.

²⁰⁷ AT&T Br. at 153.

²⁰⁸ *Id.*

²⁰⁹ Verizon VA UNE Br. at 125-26.

demand should be rejected. 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. Moreover, if industry forums are to have any meaning or effect, the Commission should not countenance attempts to make an end run around those established methods of provisioning services.

The current process balances appropriately the efforts of Verizon VA and the other carrier involved, and AT&T's attempt to shift part of its responsibility to Verizon VA should be rejected.

Issue VI-3(B) Technical Standards and Specifications

WorldCom claims that “Verizon’s primary objection appears to be that the contract language proposed by WorldCom is detailed.”²¹⁰ That is not accurate. As Verizon VA explained in its Brief, Verizon VA objects to WorldCom’s Attachment III, § 3 because the language is vague, overbroad, uses undefined terms, and, under the guise of providing the technical standards and specifications, would impose requirements that go well beyond the requirements of the Act or the Commission’s rules.²¹¹ WorldCom is therefore incorrect in claiming that Verizon VA “did not identify any substantive concerns with the language.”²¹²

Under Verizon VA’s proposed language, it 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.”²¹³ The additional language proposed by WorldCom is therefore unnecessary, as well as objectionable because it does not comply with the law.

²¹⁰ WorldCom Br. at 156.

²¹¹ Verizon VA UNE Br. at 129-32.

²¹² WorldCom Br. at 129.

²¹³ Rule 311(b).

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

This issue concerns the process that must be followed when AT&T orders an unbundled loop to provide service to a customer that is served by IDLC. As Verizon VA explained, Verizon VA cannot provide unbundled loops over IDLC, and it must therefore either move the loop to a spare facility, or, at AT&T's request, demultiplex the loop.²¹⁴ Verizon VA's proposed contract language sets forth the process that Verizon VA follows in responding to these requests.²¹⁵ It is the same process that Verizon follows in other states where the Commission previously found that it complies fully with requirements of the Act.

In an apparent effort to make the process seem more burdensome than it is, AT&T misrepresents it. AT&T claims, for example, that it must resort to the Bona Fide Request (BFR) process "to obtain a loop that is served using" IDLC.²¹⁶ That is not true. If AT&T requests an unbundled loop that is served using IDLC, Verizon VA will transfer that loop to a spare facility if one is available at no charge to AT&T.²¹⁷ AT&T only resorts to the BFR process if no spare facility is available, and AT&T wants Verizon VA to demultiplex the loop. In all events, Verizon VA witness White pointed out that while this process has been in place for "four or five years," he was not sure whether "anybody ever used it during that time." Tr. 293. Moreover, although AT&T claims the BFR process is too "open ended," it provides no evidence that it has ever actually resulted in any unreasonable delay, nor does it suggest an alternative procedure for handling AT&T's requests to demultiplex a loop.

²¹⁴ Verizon VA UNE Br. at 133.

²¹⁵ This process is discussed in Verizon VA UNE Br. at 135-36.

²¹⁶ AT&T Br. at 184.

²¹⁷ Verizon VA UNE Br. at 134.

Finally, the entire process is not as open ended as AT&T pretends. Verizon VA will notify AT&T, within three business days of receiving its order, if no spare facilities are available. Although AT&T suggests that such notice should be given with the Firm Order Commitment (FOC) Verizon VA sends to AT&T, the FOC simply advises AT&T that Verizon VA has received its order. It takes some time after that for Verizon VA to determine whether facilities are available to fulfill the order.²¹⁸ AT&T even acknowledges that “additional time is needed for an engineer to determine whether there are alternative ways to satisfy the CLEC order,” and claims it has no objection to such additional steps.²¹⁹

The manner by which Verizon VA provides access to a loop served using IDLC is no different than in New York where the Commission granted Verizon § 271 approval. In that case, the Commission described Verizon’s obligation to “provide competitors with access to unbundled loops regardless of whether the BOC uses digital loop carrier (IDLC) technology or similar remote concentration devices for the particular loop sought by the competitor,”²²⁰ and held that “Bell Atlantic demonstrates that it provides unbundled local loops in accordance with the requirements of section 271.”²²¹ In short, Verizon VA already has the “standardized process” for responding to AT&T’s orders for a loop that is provisioned using IDLC, and that process has been found to comply fully with the Act. AT&T’s complaints about this process should therefore be rejected.

²¹⁸ *Id.* at 134.

²¹⁹ AT&T Br. at 186.

²²⁰ *NY Verizon § 271 Order* at ¶ 271.

²²¹ *Id.* at ¶ 273.