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December 10, 2001

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Via UPS-Next Day

Ms. Magalie R. Salas
Secretary
Federal Communications Commission
445 Twelfth Street, S.W.
Washington, D.C. 20554

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WorldCom, Cox, and AT&T ads. Verizon
CC Docket Nos. 00-218, 00-249, and 00-251

Dear Ms. Salas:

Enclosed please find four copies of Verizon Virginia Inc.'s Objections to AT&T Response to Record Requests from the 10/04/01 Transcript of the FCC-VA Arbitration proceeding. Please do not hesitate to call me with any questions.

Sincerely,

Richard D. Gary
Counsel for Verizon

RDG/tms
Enclosures

cc: Dorothy T. Attwood, Chief, Common Carrier Bureau (8 copies) (Via UPS-Next Day -
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Ms. Magalie R. Salas

December 10, 2001

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With enclosures, via UPS-Next Day Delivery:

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

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In the Matter of)
Petition of WorldCom, Inc. Pursuant)
to Section 252(e)(5) of the)
Communications Act for Expedited)
Preemption of the Jurisdiction of the) CC Docket No. 00-218
Virginia State Corporation Commission)
Regarding Interconnection Disputes)
with Verizon Virginia Inc., and for)
Expedited Arbitration)

In the Matter of)
Petition of Cox Virginia Telecom, Inc.)
Pursuant to Section 252(e)(5) of the)
Communications Act for Preemption) CC Docket No. 00-249
of the Jurisdiction of the Virginia State)
Corporation Commission Regarding)
Interconnection Disputes with Verizon)
Virginia Inc. and for Arbitration)

In the Matter of)
Petition of AT&T Communications of)
Virginia Inc., Pursuant to Section 252(e)(5)) CC Docket No. 00-251
of the Communications Act for Preemption)
of the Jurisdiction of the Virginia)
Corporation Commission Regarding)
Interconnection Disputes With Verizon)
Virginia Inc.)

**VERIZON VIRGINIA INC.'S OBJECTIONS TO AT&T
RESPONSE TO RECORD REQUESTS FROM THE 10/04/01
TRANSCRIPT OF THE FCC-VA ARBITRATION PROCEEDING**

Verizon Virginia Inc. (Verizon VA) objects to AT&T's FCC Record Request 1 filed November 7, 2001. AT&T's filing is nothing more than an inappropriate attempt to supplement the record testimony of its witness Robert Kirchberger on Issues V-3, V-4 and V-4-a. Alternatively, Verizon VA asks the Commission to accept this Objection to AT&T's FCC Record Request 1 into the record as Verizon VA Exhibit 84.

1. AT&T's FCC Record Request 1

Throughout the hearings, the Commission or its Staff asked witnesses to clarify or explain a practice of the Parties. On occasion, the Commission or its Staff asked the witness to provide the answer in the form of a record request response; more often than not, however, the Commission or Staff would move on without making such a request. When the Commission or the Staff requested supplementation of the record, they were clear and specific.¹

During the cross examination of Verizon VA witness Gabrielli and AT&T witness Kirchberger neither the Commission nor the Staff requested either witness to supplement the record at a later date. Nevertheless, in an attempt to bolster the testimony of its witness Kirchberger, AT&T filed this supplemental information on Issues V-3, V-4, and V-4-a, UNE-P Routing and Billing. It would be inappropriate to admit this information to the record and completely unfair to Verizon VA. The Commission should strike AT&T's FCC Record Request 1.

AT&T cites only the following passages as the Staff's "record requests".

Now let's [trace the call-flow compensation] the other way,
from the AT&T UNE-P customer to the third-party CLEC.

Tr. 551.

Mr. Kirchberger, how does Verizon recover its termination liability that it will incur from the other CLEC?

¹ For example, when Verizon VA was asked to determine if it provided in its Interconnection Agreement in Texas unbundled dedicated transport with multiplexing at the end of the transport and Verizon VA witness Fox did not know, Staff member Farroba asked, "Would you check, please"? *Id.* When Verizon VA was requested to determine from the date of the *First Report and Order* (August 8, 1996) until the date of the *Supplemental Clarification Order* (June 2, 2000) whether Verizon VA's billing relationship with WorldCom for LIDB dips reflected two billing rates for that service, Arbitrator Attwood asked Verizon VA witness Woodbury to "go back and look at that." Tr. 646. Arbitrator Attwood also asked Verizon VA witness Woodbury to determine what is the current practice since June 2000. Tr. 648.

Tr. 553-54. These are not record requests; they were merely questions asked by the Staff in the normal course of cross-examination. Obviously AT&T has reviewed the transcript and determined that its witness provided an incomplete answer or an answer with which it now does not agree. In all events, it is an abuse of the record request process for AT&T to provide an unsolicited supplement to the record at this time.

AT&T's "request" actually followed a question directed to Verizon VA. Verizon VA witness Gabrielli responded to the question regarding UNE-P compensation. AT&T was then given a chance to explain its position: "Okay. What's your response to that, Mr. Kirchberger?"

Tr. 552. Mr. Kirchberger explained that

In AT&T's proposal ... they would simplify the process and they would then collect the call termination from the third party--excuse me. No. They would pay the call termination from the third party, and then bill us the appropriate call usage charge for the originating minute, and the appropriate tandem switching and transport charges.

Tr. 552-53. When the Staff became confused as to the differences between Verizon VA's and AT&T's proposals, Verizon VA witness Gabrielli explained what Mr. Kirchberger could not--that AT&T is not willing to pay Verizon VA the termination charge Verizon VA is billed when completing the call originating from the AT&T UNE-P customer to the third party CLEC. Tr. 554. The Staff then asked Mr. Kirchberger, "how does Verizon recover its termination liability that it will incur from the other CLEC?" Tr. 554-55. Mr. Kirchberger did not know: "I don't have an answer for that right now without researching it with the experts on this. I apologize. But rather than guess..." Tr. 555. Without asking for further inquiry into that matter, the cross examination moved to another Staff member. Tr. 555.

AT&T has apparently found the “experts on this” to respond to the Commission’s question. The response to this fictitious record request attempts to clarify and support its befuddled testimony in by stating that

AT&T’s agreement with the compensation scenario is predicated on the assumption that for calls in the opposite direction ...AT&T does not incur any transport or terminating UNE-P charges from Verizon for terminating the 3rd party CLEC customer call. Rather, 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. When these two call flow compensation scenarios are both in effect, then Verizon is compensated for all of its costs, including the terminating Reciprocal Compensation charges that Ms. Preiss asked about.

AT&T’s FCC Record Request 1 at 1-2. AT&T then advocates its position by describing alleged deficiencies in Verizon VA’s position.² *Id.* at 2-3.

AT&T also attempts to recast Mr. Kirchberger’s concession that AT&T could “live with” the existing arrangement in Virginia (Tr. 557) as being able to “live with” an arrangement that exists in New York. Tr. 557. Mr. Kirchberger could not have agreed as to the “status quo” in New York since he stated in response to the Commission Staff that he had “almost zero” familiarity with the Parties’ arrangement in New York or those proceedings. Tr. 556-57.

² AT&T argues that such an arrangement puts it in the “untenable position” of having to contract with the 3rd party CLEC only for terminating charges. 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. 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 3d party CLEC for the payment of originating traffic. Verizon VA witness Gabrielli explained that an AT&T agreement with a 3d party CLEC for the payment of its 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. This technical issue of identifying these UNE-P customers is an “open issue” at the Ordering and Billing Forum. Tr. 556. Because the 3rd party CLEC can only determine that the UNE-P call is from Verizon VA, it charges terminating costs to Verizon VA. It is these terminating costs that Verizon VA passes back to AT&T.

2. **Conclusion**

AT&T's response to the "record request" is improper. AT&T should not be permitted to add record evidence on UNE-P compensation simply because Mr. Kirchberger presumably has had the chance to research this question "with the experts on this." To admit this response into the record would be unfair to Verizon VA since it introduces new information on which Verizon VA witness Gabrielli has been unable to comment .

The Commission should strike AT&T's "FCC Record Request 1" from consideration in this proceeding. Alternatively, the Commission should accept this Objection to AT&T's FCC Record Request 1 into the record as Verizon VA Exhibit 84.

Respectfully submitted,



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Dated: December 10, 2001

CERTIFICATE OF SERVICE

I do hereby certify that the foregoing Verizon Virginia Inc.'s Objections to AT&T Response to Record Requests from the 10/04/01 Transcript of the FCC-VA Arbitration Proceeding was served as follows this 10th day of December 2001:

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