WorldCom Response:

In 1996, Verizon proposed interim rates in the arbitrations for providing access to LIDB from its access tariffs. Such rates were established as interim rates until the various state commissions could set the final UNE rates. During the first round of interconnection arbitrations, before final UNE rates were set in Virginia, as was the case for most states, the interconnection agreements included these interim rates for LIDB access set at the rates in the access tariff, with the contract providing that, as LIDB UNE rates were set, they would replace the interim (that is, the access tariff) rates. In some cases, including Virginia, the interconnection agreements were never formally modified when the permanent LIDB UNE rates were set, though the interconnection agreements themselves provided that the new LIDB UNE rates automatically superseded the interim (that is, the access tariff) rates in the contract.

When states set permanent LIDB UNE rates, in 1997 and thereafter, WorldCom undertook the operational tasks associated with obtaining the point codes needed to acquire LIDB at UNE rates. Given the competing demands on its internal resources, WorldCom was not able to make a flash cut from ordering LIDB out of the access tariff to ordering LIDB as a UNE. Rather, as WorldCom completed those operational tasks and acquired the necessary point codes in the various RBOC regions, it would shift from purchasing LIDB out of the access tariff to purchasing LIDB as a UNE for the provision of both local exchange and exchange access services. The process by which WorldCom acquired LIDB did not change as a result of the FCC Supplemental Clarification Order.

4. Staff Questions to WorldCom Witnesses Regarding Issue IV-1:

   a. Under WorldCom's proposal does Verizon have recourse for bad debts with 3rd parties?

   b. Does WorldCom have its proposed arrangement with any other ILEC(s)?

   c. Has this issue previously been arbitrated by WorldCom, and has WorldCom won this issue in other arbitrations?

   <u>WorldCom Response</u>:

   a. If Verizon is unable to collect the reciprocal compensation which is owed from the originating third party carrier, it would not be liable to provide the reciprocal compensation to WorldCom. Thus, Verizon would not ultimately be liable for the reciprocal compensation.

   b. WorldCom's proposed arrangement is in place with BellSouth in Georgia.

   c. The issue has only been arbitrated in the BellSouth region and the Georgia Commission ruled in favor of WorldCom's position.

5. Staff Question to WorldCom witnesses regarding Issue IV-3:

   What language have other ILECs agreed to or ordered to accept via arbitration?

   WorldCom response:

   WorldCom and BellSouth have agreed to the following language, via negotiations (not arbitrated):

   The capacity of Interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as agreed by the Parties during planning and forecasting meetings. The Parties will determine the appropriate sizing for facilities based on these standards. The Parties shall work cooperatively to ensure the adequacy of Interconnection facilities. The Parties shall augment existing facilities when the overall capacity of those facilities is 75-85% used , or as otherwise agreed. Facilities will be augmented to ensure adequate facility capacity for at least two years of forecasted traffic. The Parties shall complete the construction of relief facilities at least two months prior to the projected exhaust date, or sooner, if facilities exhaust is imminent.

6. Staff Question to both parties regarding Issue IV-11:

a. Provide the following excerpts from MECAB guidelines: liability for missing or incorrect records, audits, electronic data transfer, error reporting including timing, and meet point billing percentages.

b. What have other state arbitrators ordered if CPN is not passed?

c. What have other ILECs agreed to do if CPN is not passed?

WorldCom Response:

a. WorldCom has only been able to find guidelines relating to electronic data transfer and meet point billing percentages. (See attached Section 6.3, p. 6-1 for electronic data transfer, and Section 3, pp. 3-1 – 3-2 plus the illustrations on pp. 3-3 – 3-11 for billing percentages.)

b. WorldCom has not found other state arbitration decisions on this topic.

c. WorldCom and BellSouth have agreed to the following language:

Each Party will include in the information transmitted to the other for each call being terminated on the other Party's network the originating CPN, if recorded , otherwise ANI or billing telephone number (BTN) will be provided, where recorded. Where ANI or BTN are not recorded, the telephone number assigned to the trunk group for recording purposes will be inserted in the BTN field to the extent the telephone number has been provided by the originating carrier.

7. Staff Question to WorldCom witness Don Grieco regarding Issue III-3: What is the average length and the related ILEC expenditure associated with WorldCom's 40 mid-span meets throughout the country?

WorldCom Response:

WorldCom has determined that the average distance from the WorldCom Fiber Optic Terminal (FOT) to the ILEC FOT is 3.8 miles. The furthest distance from WorldCom FOT to ILEC FOT is 16.1 miles and the shortest distance is 0 miles (where the two FOTs are located in the same facility). WorldCom has no information on ILEC expenditures associated with the mid-span meets (aka Joint SONET Rings).

8. Staff Question to WorldCom witness Don Grieco regarding Issue I-1:

In what states of the BellSouth region does WorldCom have an arrangement providing for interconnecting at a single tandem for termination throughout the LATA?

WorldCom Response:

WorldCom and BellSouth have agreed to this arrangement throughout the entire BellSouth region and have implemented it already in Georgia.

Respectfully submitted,

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(202) 639-6000

Counsel for WorldCom, Inc.

Ordering and Billing Forum

ATIS/OBF-MECAB-006

MULTIPLE EXCHANGE CARRIER ACCESS BILLING (MECAB)

Issue 6 **February, 1998**

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3. NECA TARIFF FCC. NO. 4, PERCENT OWNERSHIP, BILLING PERCENTAGE (BP) AND COMPANY CODE

3.1 General

The industry reference for listing end point locations, BPs, and the providers involved in a MPB environment is NECA Tariff FCC. No. 4. The information contained in this tariff specifies the apportionment of local transport or channel mileage rate element(s) among the providers and/or jurisdictions involved in an access service based on billing percentages.[10] Each pair of end point locations, the related BPs, and the providers involved must be filed in NECA Tariff FCC. No. 4.

3.2 Billing Percentage

BPs are listed by service type for each pair of locations between which access services are provided on a Meet Point basis. The sum of the BPs filed for each pair of end point locations must equal 100%. For each pair of locations, the involved providers must agree in writing to their respective BPs. This information must be submitted to NECA for inclusion in NECA Tariff FCC. No. 4 by the first of the month, to be effective the first day of the following month.

3.3 Percent Ownership

Each set of BPs may be developed on any *mutually agreeable* basis among the providers in the route. BPs may be developed using:

1. Provider investment to total investment

2. Route miles to total route miles

3. Airline miles to Meet Point to total airline miles between locations.

The basis of this apportionment should consider each provider's rate structure for channel mileage or local transport and the method of BP application approved by the FCC.[11]

3.4 Transport or Mileage Charge Calculations

The appropriate method for calculation of MPB of the distance sensitive portion of Local Transport (direct-trunk and tandem-switched), Channel Mileage (e.g. Special Transport), is as follows:

1. The Vertical and Horizontal (V&H) coordinates (filed in NECA Tariff FCC. No. 4) are used to calculate the airline distance between two wire centers. Fractional mileage is rounded to the next whole number.

2. Each provider applies the tariffed rate for this overall mileage length to obtain a dollar amount.

3. The BP is applied to the dollar amount calculated above.

---

[10] Billing Percentages (BPs) are utilized in the apportionment of local transport and channel mileage. Interconnection Points (ICPs) are not considered a valid method of apportionment.
[11] CC Docket No. 87-579, released October 4, 1988.

See Figures 3-1 through 3-9 for examples of Usage-Sensitive Access (tandem-switched) and Flat-Rated Access (Switched and Special) mileage charge calculations.

3.5 Company Code

Whenever company codes are used to identify companies associated with rate elements, usage detail or circuit locations on Meet Point bills and Customer Service Records (CSRs) (if provided), the state level company code, as filed in NECA Tariff FCC. No. 4, is provided.

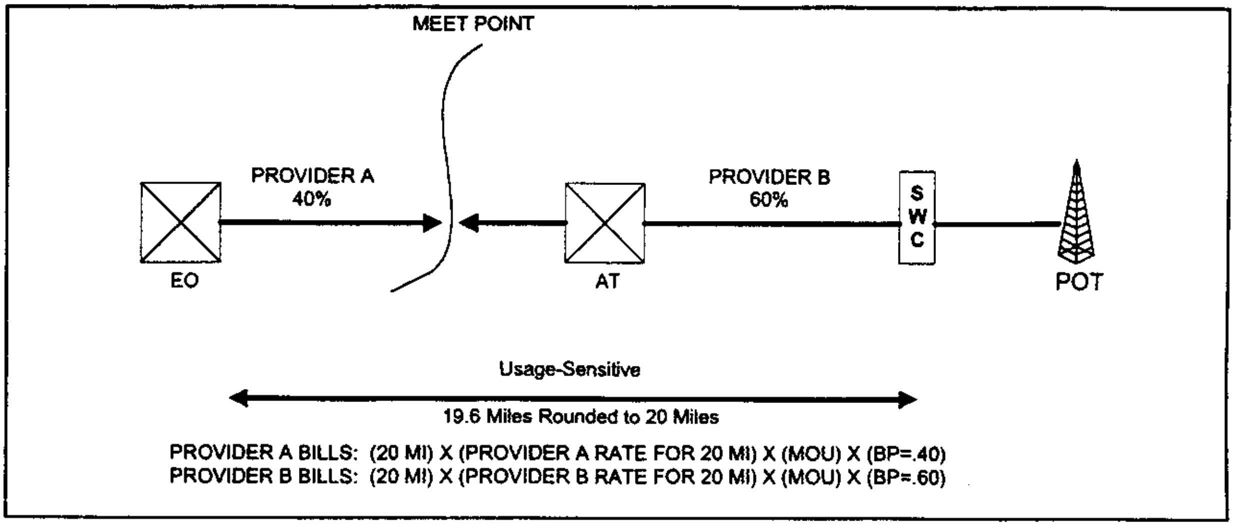

Figure 3-1. Usage-Sensitive Access Transport Mileage Charge Calculations

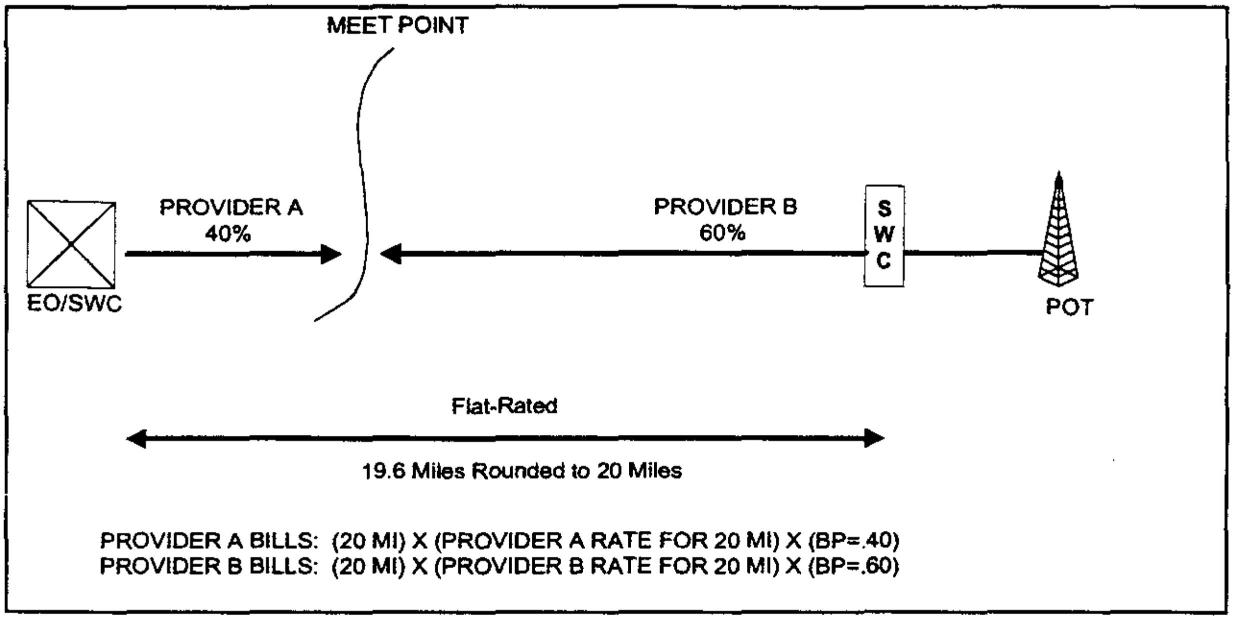

Figure 3-2. Flat-Rated Access Transport Mileage Charge Calculations

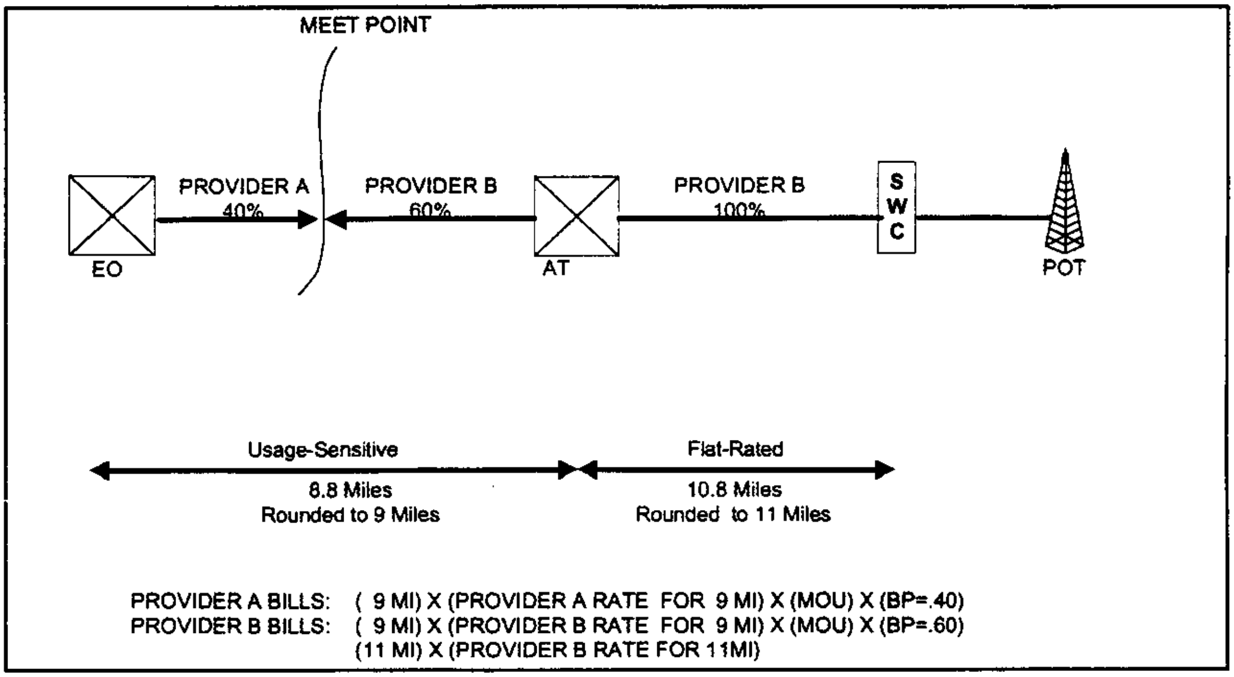

Figure 3-3. Combination of Usage-Sensitive and Flat-Rated Access Transport Mileage Charge Calculations (with the Meet Point between the AT and the EO)

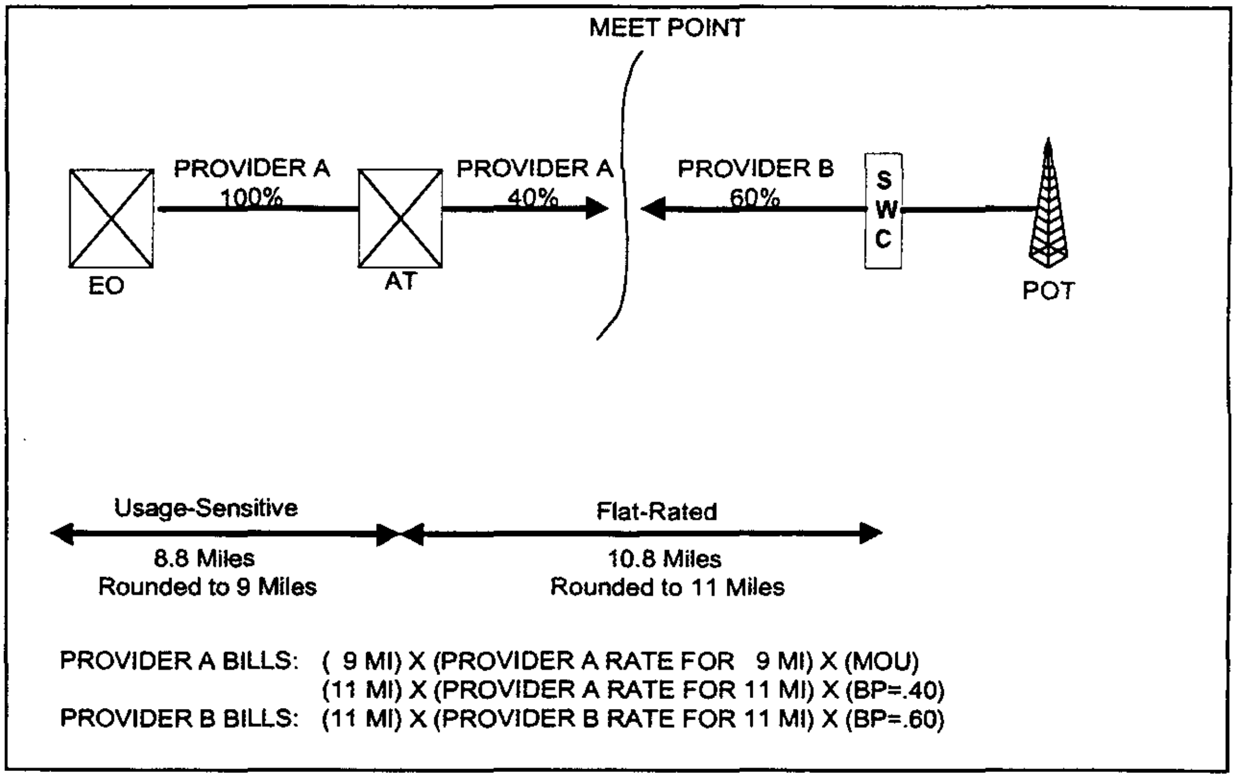

Figure 3-4: Combination of Usage-Sensitive and Flat-Rated Access Transport Mileage Charge Calculations (with the Meet Point between the AT and the SWC)

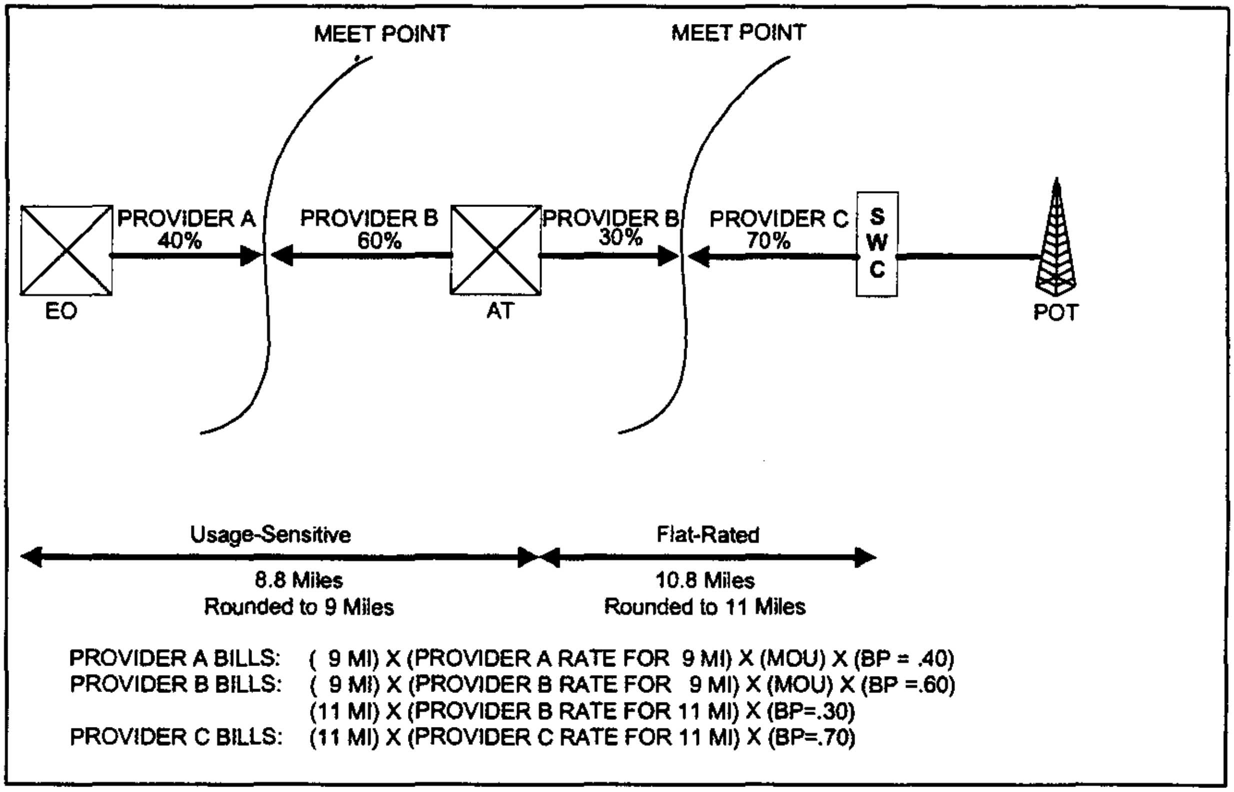

Figure 3-5 Combination of Usage-Sensitive and Flat-Rated Access Transport Mileage Charge Calculations (Three Providers)

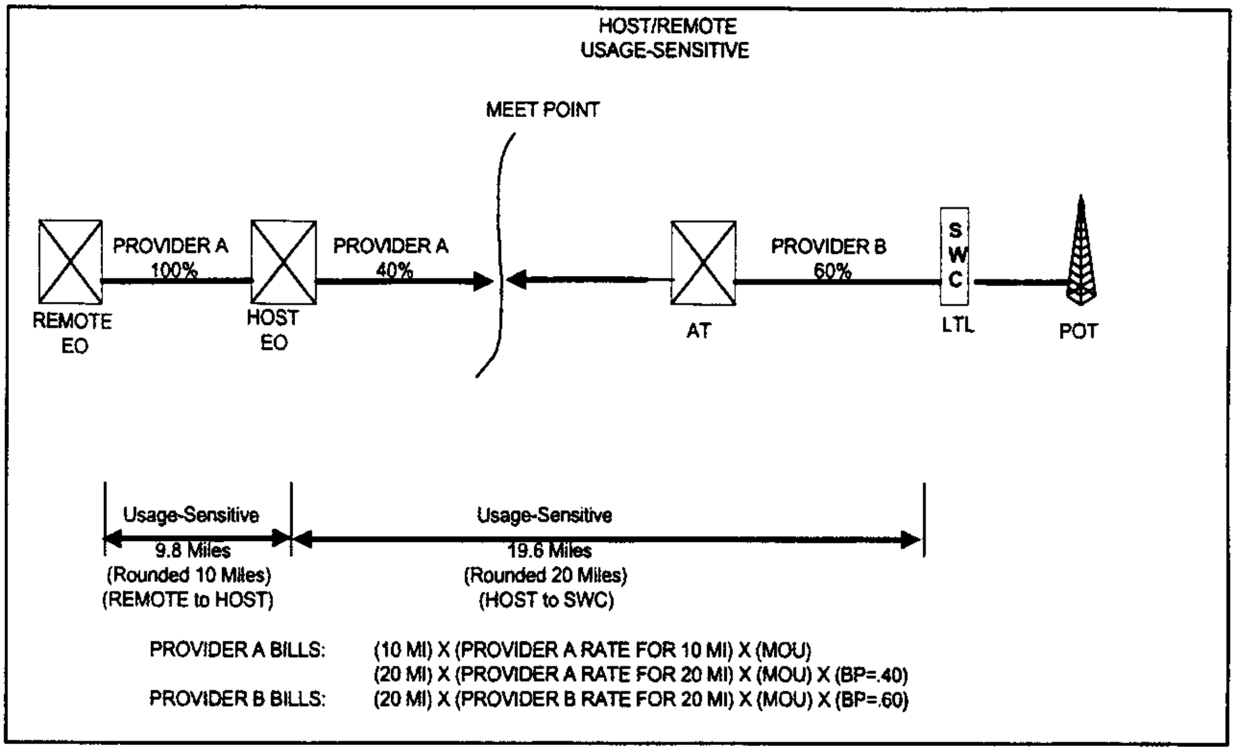

Figure 3-6. Host/Remote Usage-Sensitive Access Transport Mileage Charge Calculations (with the Meet Point between the HOST and AT)

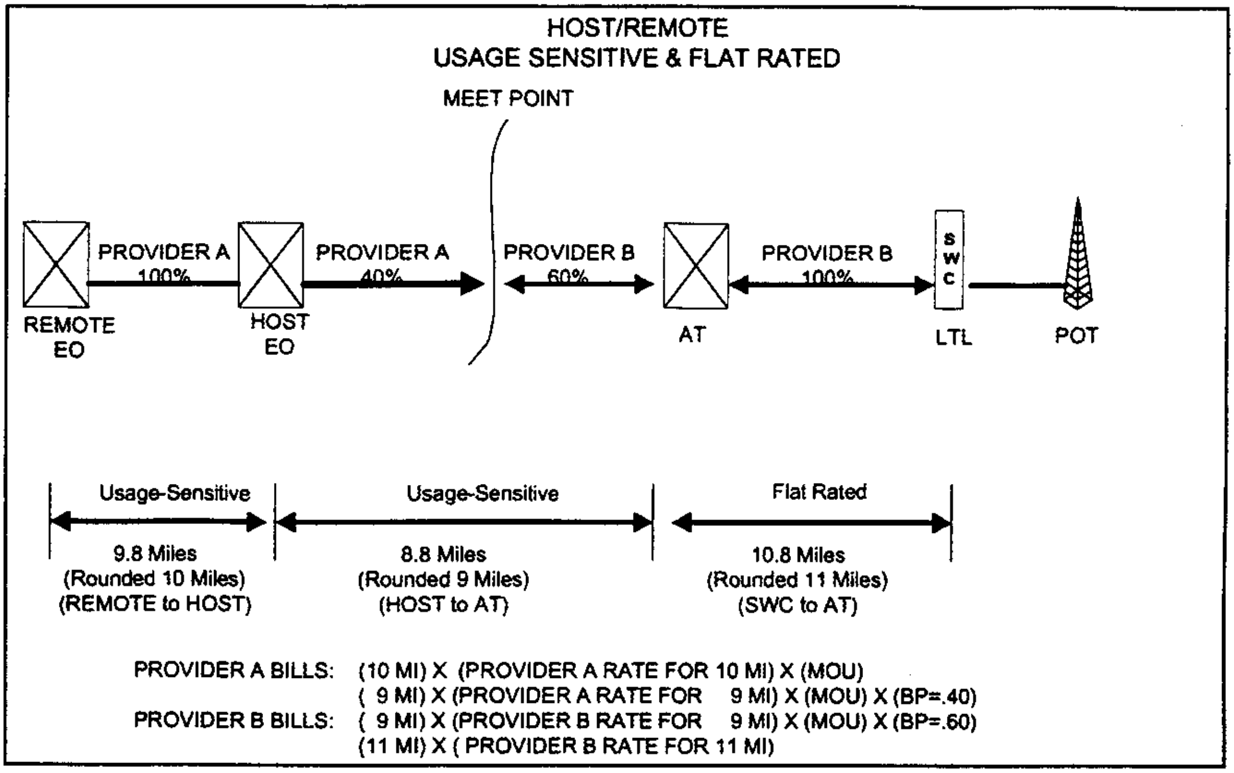

Figure 3-7 Host/Remote Usage-Sensitive and Flat-Rated Access Transport Mileage Charge Calculations (with the Meet Point between the HOST and AT)

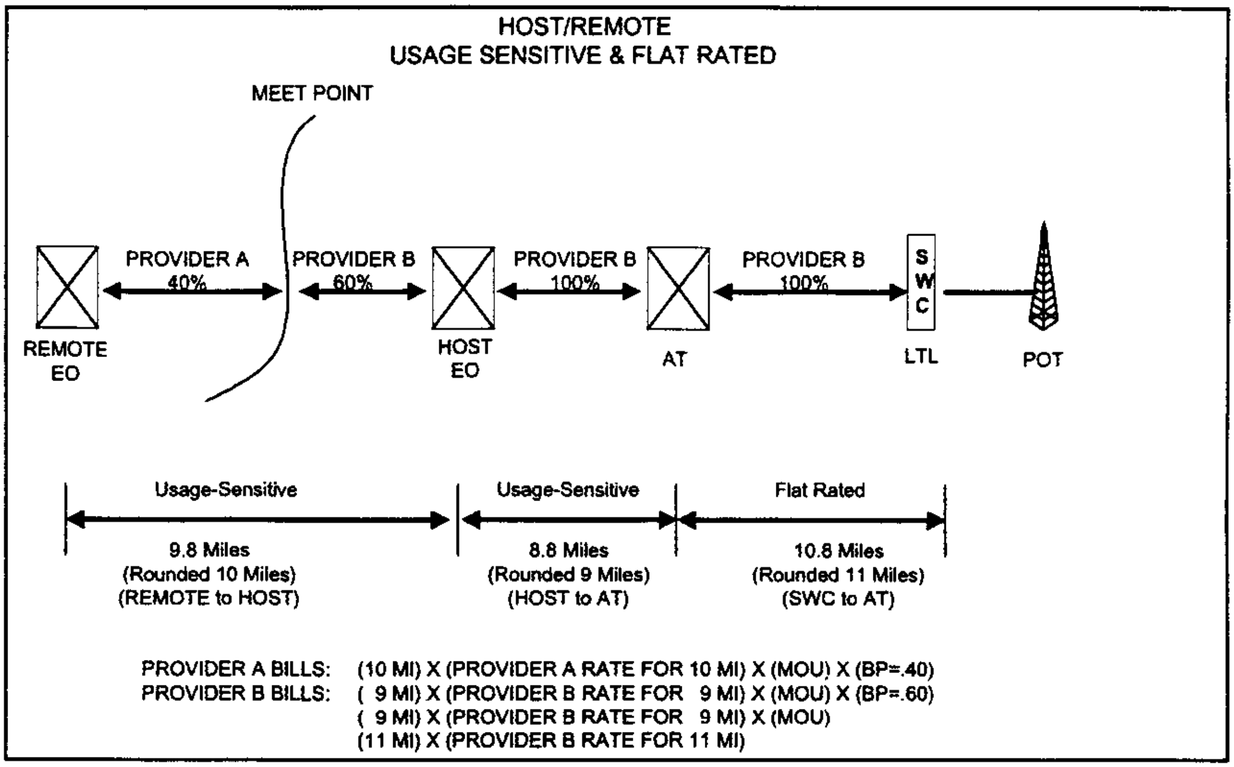

Figure 3-8 Host/Remote Usage-Sensitive and Flat-Rated Access Transport Mileage Charge Calculations (with the Meet Point between the REMOTE and HOST)

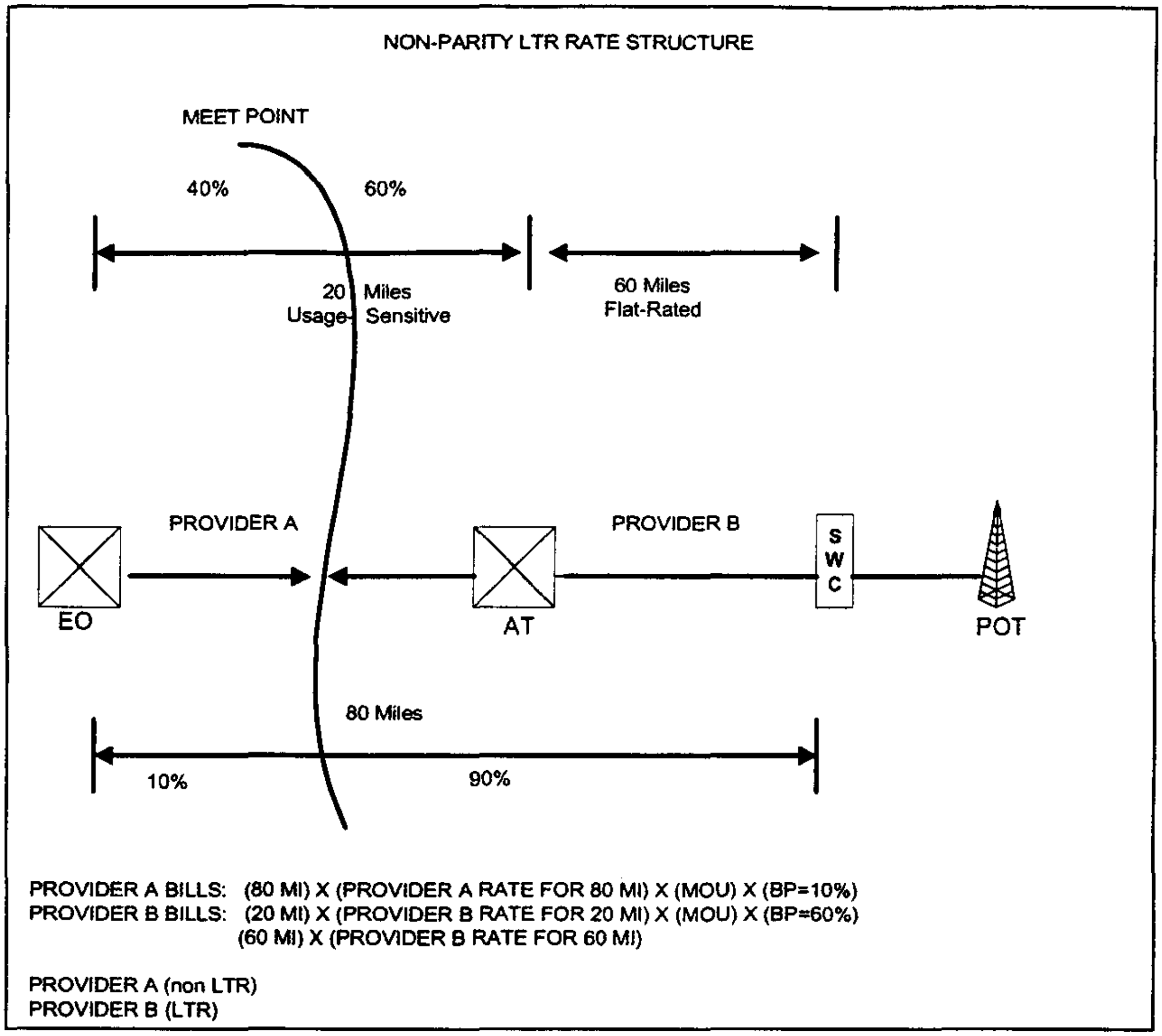

Figure 3-9. Transport Mileage Charge Calculations for Providers with Non-Parity Rate Structures (with the Meet Point between the EO and AT)

6. USAGE AND DATA EXCHANGE

6.1 General

For Usage-Sensitive Access services under MPB, the exchange of usage data among providers plays a critical role in providing the customer with an accurate, timely, and auditable bill. Various providers can be involved in recording the usage data for a single End Office location depending on the network architecture, type of office, feature group, and type of traffic. To assure proper billing of tandem ordered services, the tandem companies must forward raw (unfactored) message data/access usage records (AURs) to the billing companies in single bill situations and to the IBC in multiple bill situations. Regardless of the MPB option selected, the individual usage must be delivered to the appropriate billing entity to process, apply factors where appropriate and produce billable usage information.

6.2 Paper Exchange

Each provider may elect to forward a copy of its access bill or bill data as a substitute for mechanized summary record exchange. While it is considered preferable for providers to move toward mechanized data exchange, nothing precludes timely manual or paper exchange of information. For multiple bill option, the timely exchange of usage from the Initial Billing Company (IBC) to the Subsequent Billing Company (SBC) will be within 10 working days of the rendering of the IBC's bill. When exchange in usage is paper, the CABS BOS or SECAB standards for usage cycle periods will be utilized (e.g., IBC Usage Cycle would be May 10 to June 9).

The paper exchange of usage must include the required data elements described in Section 17.2.

6.3 Mechanized Usage Exchange

The Exchange Message Record (EMR), as defined in Bellcore document *BR-010-200-010 CRIS Exchange Message Record*, provides mechanized record formats that can be used to exchange access usage information among providers. There are two types of EMR that can be used for usage exchange in a MPB environment. Category *11-01* series AURs are used to exchange detailed access usage information. Category *11-50* series summary usage records (SURs) are used to exchange summarized Meet Point billed access minutes-of-use.

Category 11 MPB SURs should be used in a Single Bill environment for provider-to-provider billing. When multiple bills are rendered, summary usage records are forwarded, from the Initial Billing Company (IBC) to the Subsequent Billing Company (SBC) within 10 working days of the rendering of the IBC's bill. When exchange in usage is mechanized, the CABS BOS or SECAB standards for usage cycle periods will be utilized (e.g., IBC Usage Cycle would be May 10 to June 9).

Daily or monthly SURs contain total usage (factored as appropriate) by End Office and by carrier for each Traffic Type involved in MPB service. If an IBC sends daily SURs at the end of the month, the IBC and the SBC must use the daily SURs for billing to ensure that the access MOUs match between IBC and SBC. If the IBC does not use daily rounded and factored minutes for billing purposes, then monthly SURs must be sent. The IBC should send what it bills. SURs are then included in packs with pack headers and trailers and can be exchanged via the Centralized Message Data System (CMDS). Normal CMDS controls are applicable.

Access summary billing data should be validated by the receiving provider to ensure the following:

1. Reasonable data is received for each bill period

2. Data is screened for duplicates

3. Data is properly formatted.

6.4 MOU Exchange for Usage-Sensitive Access Services

6.4.1 Multiple Bill Option

When exchange of access MOUs between providers is necessary for a Multiple Bill scenario, the IBC passes summarized access minutes of use (MOU) to the SBC(s) within 10 working days of the rendering of the IBC bill. Since the fundamental assumption of MPB is that access MOUs through each part of a MPB service must be identical, the SBC must bill the exact volume of summarized access MOUs as passed by the IBC. Therefore, the SBC cannot apply factors to the usage. Occasionally, prior usage is passed between providers along with current usage. Customers prefer that all usage be identified by its appropriate billing cycle; therefore, the IBC's bills may contain multiple from/through dates (see Section 12). The IBC Bill Date (IBCBD) and BAN are passed on all summary and prior usage summary records exchanged between the IBC and the SBC.

The IBC Usage From and Through Dates and the IBC Bill Date are displayed on the SBC's bill. This allows the application of rates when rate changes are involved. In addition, provider revenues/customer expenses can be properly booked in the correct month. The SBC must display the IBCBD and the IBC Usage From and Through Dates to permit the customer to audit and validate the bills. In addition to the BAR/BACR, BAN, and End Office identification, the customer can use these IBC dates to associate IBC and SBC usage. This enables the customer to verify that both the IBC and SBC have billed for the same access MOU when billing cycles do not coincide.

The following guidelines establish the level of Traffic Type display on Multiple Meet Point bills:

1. If the IBC displays usage by traffic type on its regular bills, it should do so on Meet Point bills.

2. If the IBC does not display usage by traffic type, the SBC will not display usage by traffic type on its bills.

3. If the IBC displays usage by traffic type and the SBC does not on its other bills, then the SBC will not display usage by traffic type.

4. If the IBC displays usage by traffic type and the SBC displays usage by traffic type on its bills, then the SBC should display usage by traffic type on its matching Meet Point bills.

6.4.2 Single Bill Option

Exchange of usage may be necessary for the Single Bill option. The actual detail recordings must be passed to the billing company when the billing company is not the recording company. In some cases, summary usage records reflecting billed minutes may need to be passed to the non-billing company.

1. For the Single Bill Pass Through alternative, the non-billing company can provide a pass through bill which contains usage to the billing company.

2. In the Single Bill Single Tariff alternative, the non-billing company can render an access bill for its portion of access provided to the billing company.

3. Non-billing companies may desire usage for auditing, forecasting, or provider-to-provider billing.

WorldCom Ex. 53

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

RECEIVED
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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In the Matter of Petition of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Expedited Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc., and for Expedited Arbitration	)	CC Docket No. 00-218
In the Matter of Petition of Cox Virginia Telecom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc. and for Arbitration	)	CC Docket No. 00-249
In the Matter of Petition of AT&T Communications of Virginia Inc., Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia Corporation Commission Regarding Interconnection Disputes With Verizon Virginia Inc.	)	CC Docket No. 00-251

WORLDCOM'S OBJECTION AND RESPONSE TO 'VERIZON VIRGINIA INC.'S CORRECTIONS TO WORLDCOM'S LATE-FILED EXHIBIT 52: RESPONSES TO RECORD REQUESTS'

WorldCom submits the following objection and response to "Verizon Virginia Inc's. ("Verizon VA") Corrections to WorldCom's Late-Filed Exhibit 52: Responses to Record Requests." Verizon VA has filed a new exhibit which it has numbered Verizon VA Exhibit 83, containing so-called corrections to WorldCom record responses. Verizon, however, has no procedural right to "correct" WorldCom's Exhibit 52 (the responses to record requests). In any event, the record responses are accurate, and Verizon's "corrections" are inaccurate. Accordingly, WorldCom objects to receipt in evidence of Verizon VA Exhibit 83. Alternatively, WorldCom requests that this response be admitted into the record as WorldCom Exhibit 53.

1. Verizon's "correction" to WorldCom's response to record request 4, which is related to Issue IV-1 (billing and collection) is as follows:

> WorldCom's proposal on tandem transit traffic in this docket would require Verizon VA to carry tandem transit traffic between WorldCom and a third party but would not require WorldCom to have an interconnection agreement with the third-party. In addition, WorldCom proposes that Verizon VA act as the billing and collecting agent between WorldCom and the third-party but WorldCom does not propose to compensate Verizon VA for performing this service. This is not the same as in Georgia. Pursuant to the order of the Georgia Commission, the originating and terminating carriers are required to have interconnection agreements, and BellSouth is entitled to compensation for acting as the billing and collecting agent.[1] Thus, the arrangement reflected in the Georgia Commission's order is not the same as the WorldCom proposal in this docket, and the tandem transit traffic arrangement between WorldCom and BellSouth is not the same as proposed in this docket. Verizon VA does not know that the provisions have only been arbitrated in Georgia.

Contrary to the implication in Verizon's "correction," the Georgia Commission did not require that there be an interconnection agreement between WorldCom and a third party carrier in order for BellSouth to provide transit service. Indeed, BellSouth did not object to providing transit service, and BellSouth's provision of transit service, per se, was not arbitrated. Rather, the Georgia Commission required an interconnection agreement between WorldCom and a third party carrier only in relation to the issue of BellSouth providing a billing and collection service

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[1] *In re: Petition of MCImetro Access Transmission Services, LLC and MCI WorldCom Communications, Inc. for Arbitration of Certain Terms and Conditions of Proposed Agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under the Telecommunications Act of 1996*, Order at 14, Docket No. 11901-U (Ga. PSC March 7, 2001).

> The Commission finds that the Agreement shall include the language proposed by MCIW, with the modification that the provision must state that the originating and terminating carriers must have an interconnection agreement, and that BellSouth would not have to render payment to the terminating carrier when the originating carrier failed to pay. Also, the language shall state that BellSouth is entitled to compensation for providing the [billing and collecting] service.

for reciprocal compensation on transit traffic. Furthermore, the Georgia Commission imposed that requirement because WorldCom stipulated at the arbitration hearing that it would have an interconnection agreement with the third party in such cases.

Thus, as indicated in WorldCom Exhibit 52, the arrangement proposed by WorldCom—that is, that the ILEC provide a reciprocal compensation billing and collection function for transit service--was accepted by the Georgia Commission. The Georgia Commission added to this arrangement a requirement that the transiting carriers have an interconnection agreement and that there be contract language indicating that BellSouth is entitled to compensation for providing the service. WorldCom did not object to imposition of these requirements in Georgia and does not object to them in this proceeding. WorldCom does not generally propose payment language because payment for service is presumed. While Verizon has never proposed payment terms to WorldCom in association with Issue IV-1, WorldCom does not object to including reasonable terms in the Agreement.

2. Verizon's "correction" to WorldCom's response to record request 8, which is related to Issue I-1 (Point of Interconnection) is as follows:

> Verizon VA has reasons to believe that, contrary to WorldCom's response, WorldCom and BellSouth have not agreed to the "arrangement" either in Georgia or throughout the BellSouth footprint. This issue was actively litigated in Georgia; there was no agreement.[2] In addition, at the time WorldCom filed its record request responses in this proceeding, BellSouth and WorldCom had not submitted a final interconnection agreement for approval with the Georgia Commission. It is therefore not clear that any "arrangement" had been implemented.[3] Moreover, based on BellSouth's litigation position in the generic docket in Georgia, Verizon VA doubts that BellSouth and WorldCom have agreed

[2] *See In re: Generic Proceeding on Point of Interconnection and Virtual FX Issues*, Final Order, Docket No. 13542-N (Ga. PSC July 23, 2001).

[3] BellSouth filed with the Georgia Public Service Commission on November 13, 2001 a request for approval of an interconnection agreement with WorldCom. Verizon VA does not believe that the Georgia Commission has ruled on this request.

to this arrangement throughout the entire BellSouth region. Indeed, Verizon VA has been unable to obtain any evidence of that fact.

The Commission staff made clear when asking for record requests that it was not seeking volumes of documentation. Rather, it was seeking to have its questions answered. WorldCom, therefore, submitted in its Exhibit 52 the answers to the Commission's questions, without attaching additional explanation or providing supporting documentation. Accordingly, Verizon has no way of knowing what agreements with BellSouth WorldCom was referencing, or what arrangements are in place. Nonetheless, Verizon presumes to "correct" WorldCom's exhibit by discussing one agreement between WorldCom and BellSouth, and by stating that it "doubts that BellSouth and WorldCom have agreed" to the arrangement.

Verizon's doubts are not germane to WorldCom's response to the Commission's record request, nor are they relevant to this proceeding. In addition, Verizon's inability to "obtain evidence" is of no consequence. The Commission did not submit a record request to WorldCom asking it what evidence Verizon has the ability to obtain.

In any event, Verizon's "doubts" are misplaced. Verizon's "correction" to WorldCom's response relies on Verizon's understanding of a recently filed interconnection agreement and a recent generic docket in Georgia. These will be discussed in detail below. What Verizon fails to understand, however, is that WorldCom was not relying on the recently filed interconnection agreement when it submitted its response to the Commission's record request.

In Georgia, until the recently filed interconnection agreement was signed, WorldCom and BellSouth operated under the "MCImetro/BellSouth Interconnection Agreement" dated March 10, 1997 (the "1997 Agreement"). The 1997 Agreement says, "MCIm shall designate at least one

IP in the LATA in which MCIm originates local traffic and interconnects with BellSouth."[4] This language was arrived at via negotiation and was not arbitrated. Pursuant to that language, WorldCom has an arrangement in place in Georgia whereby it can deliver all traffic to BellSouth at a single tandem location in the LATA. Notwithstanding Verizon's doubts, this has been the case for almost five years.

The language quoted above from the 1997 Agreement is identical to language between WorldCom and BellSouth in every other state in the BellSouth Region. The language in the other states appears in interconnection agreements entered into in the same general time frame as the 1997 Agreement. The 1997 Agreement, and the similar agreements in other states, were signed, filed with, and approved by the state commissions. Thus, again despite Verizon's doubts, BellSouth and WorldCom have agreed to the arrangement throughout the BellSouth region.

Turning to the recently filed agreement and generic docket in Georgia, Verizon's unsupported claims and generalized assertions have no merit. Verizon states that this issue was "actively litigated" and that BellSouth and WorldCom did not agree to it. As discussed above, however, it was agreed to in the 1997 Agreement. Similarily, in the recently filed agreement, it was not litigated, actively or otherwise.

In August of 1999, BellSouth and WorldCom began negotiations for an agreement to replace the 1997 Agreement. These negotiations were conducted on a region-wide basis, not just for Georgia. On March 28, 2000, the parties came to agreement on the following language:

[4] In the 1997 Agreement, BellSouth and WorldCom used the term "Interconnection Point" or "IP" instead of the term "Point of Interconnection" or "POI." The reader should not confuse the use of the term "IP" in the 1997 Agreement with the use of the term "IP" as proposed by Verizon with its GRIPs concept.

> **2.2.1 LATA Wide Termination**. MCIm may elect LATA Wide Termination with BellSouth, otherwise known as Multiple Tandem Access ("MTA"). Under such an arrangement, the Parties will establish Local Interconnection Trunk Groups to a single BellSouth access tandem designated by MCIm for the termination of all Local Interconnection Traffic destined for any BellSouth office in that LATA.

That language remained unchanged up until it was included in the signed, filed agreements with BellSouth in the states of Georgia, Florida, and North Carolina. That language also appears (as agreed to) in the agreement filed as an attachment to WorldCom's arbitration petitions in the states of Louisiana, Mississippi, and Tennessee. BellSouth did not object to WorldCom's characterization of that language as agreed to in those states, nor did it introduce any evidence to the contrary at the hearings (the case has not yet been heard in Mississippi, but it has in Tennessee and Louisiana).

Additionally, BellSouth offers this arrangement to all CLECs via its SGAT. When negotiations began with WorldCom, BellSouth proposed the following language to WorldCom:

> Multiple Tandem Access (MTA) provides for LATA wide BellSouth transport and termination of MCIm-originated local and BellSouth transported intraLATA toll traffic by establishing a Point of Interconnection at a BellSouth access tandem with routing through multiple BellSouth access tandems as required.

There simply is no basis for Verizon's "reason to believe" that the arrangement has not been agreed to by BellSouth across the region.

In addition to its disbelief that BellSouth did not agree to this arrangement, Verizon also claims this issue was "actively litigated." As support for this completely false statement, Verizon refers to a generic docket of the Georgia Public Service Commission, specifically the final order in that docket. But in that final order, the GPSC says, "BellSouth does not contest a CLEC's right to select a single technically feasible point of interconnection for its originating traffic." Final Order at 3, GPSC docket 13542-U, July 23, 2001. BellSouth did raise (and lose) the issue of financial responsibility for POIs outside the local calling area, but it never contested the right of the CLEC to choose a single POI per LATA, resulting in LATA-wide call termination responsibility by BellSouth. Moreover, the Georgia Commission concluded that CLECs may establish a single POI per LATA and that when they do so, BellSouth remains responsible for the cost of transporting its originating traffic to the POI, regardless of whether the POI is in the same local calling area as the call originates and terminates.[5]

3. Conclusion

For the reasons set forth above, WorldCom submits that Verizon's 'correction' of WorldCom's record responses is not accurate. To correct the record in this proceeding,

---

[5] The Georgia Commission noted that :

> Assuming a CLEC's choice to interconnect at a single point in the LATA resulted in greater transport costs than if the CLEC established a POI in each local calling area within the LATA, it still does not lead to the conclusion that the CLEC should bear the costs of transporting the traffic to the POI. To draw such a conclusion would be to argue that a CLEC should pay a price for taking advantage of its rights under the Federal Act as construed by the FCC. Stated in the converse, it is to argue that an ILEC should receive additional compensation for meeting its duty under the Federal Act. Presumably, Congress believed imposing upon ILECs the specific interconnection obligations would best accomplish the goals of the legislation. Shifting cost recovery from BellSouth to a CLEC simply because a CLEC took advantage of its rights under the Federal Act would undermine this Congressional intent. As AT&T stated in its Brief, "It is a hollow gesture to allow CLECs to designate a single point of interconnection and then require CLECs to pay the difference of the cost of that single point of interconnection and the cost of multiple points of interconnection in every BellSouth basic local calling area."
>
> Separate and apart from its legal analysis, the Commission finds that holding BellSouth financially responsible for transporting its originating traffic to a CLEC's POI is a sound policy. CLECs must bear financial responsibility for their originating traffic so requiring BellSouth to do the same does not place it at a disadvantage. The difference in volume between BellSouth and an individual CLEC does not affect the fairness of the resolution because BellSouth should be recovering the costs of its facilities through the rates it charges its customers. The Commission's determination on this issue is symmetrical, fair and consistent with the Federal Act's intent to promote competition.

(Georgia Pub. Serv. Comm., Docket No. 13542-U at 7,8, July 23, 2001)

WorldCom requests that Verizon Exhibit 83 be excluded from the record or alternatively, that this document be received as WorldCom Exhibit 53.

Respectfully submitted,

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