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April 11, 2006

Ms. Blanca S. Bayo, Director
Division of the Commission Clerk
and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

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Re: Docket No. 050419-TP
Petition of MCImetro Access Transmission Services, LLC for Arbitration of
Interconnection Agreement with BellSouth Telecommunications, Inc.

Dear Ms. Bayo:

On March 24, 2006, MCImetro Access Transmission Services, LLC d/b/a Verizon
Access Transmission Services filed the Supplemental Testimony of Don Price in the
above-referenced matter. However, the line numbers were inadvertently left out of the
testimony. The testimony has been amended to include line numbers, and a correction
was made on page 22 where the word "Point" was added at the end of line 4. An
original and 15 copies of the Amended Supplemental Testimony of Don Price are
enclosed for filing.

Service has been made as indicated on the Certificate of Service. If there are any
questions regarding this filing, please contact me at 813-483-1256.

CMP

COM 3 Sincerely,

CTR orig

ECR [Signature]

GCL 1 Leigh A. Hyer

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

**In the Matter of: Petition of MCImetro Access
Transmission Services, LLC for Arbitration of
Interconnection Agreement with BellSouth
Telecommunications, Inc.**

Docket No. 050419-TP

**AMENDED SUPPLEMENTAL TESTIMONY OF DON PRICE
ON BEHALF OF MCIMETRO ACCESS TRANSMISSION SERVICES, LLC
d/b/a VERIZON ACCESS TRANSMISSION SERVICES ("VERIZON ACCESS")**

April 11, 2006

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1 **I. INTRODUCTION**

2 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

3 A. My name is Don Price. My business address is 701 Brazos, Suite 600,
4 Austin, Texas 78701.

5

6 **Q. BY WHOM ARE YOU EMPLOYED AND WHAT IS YOUR POSITION?**

7 A. I am employed by Verizon Business as Director – State Regulatory
8 Policy in the Verizon Business Regulatory and Litigation department.

9

10 **Q. WHAT IS YOUR PROFESSIONAL EXPERIENCE AND**
11 **EDUCATIONAL BACKGROUND?**

12 A. I have more than 27 years experience in telecommunications, most of
13 which is in the area of public policy. For the past 11 years, my job
14 responsibilities have focused on policy issues relating to competition in
15 local telecommunications markets. I have testified in a number of state
16 commission arbitration proceedings on a wide range of issues related to
17 interconnection agreements between Verizon Business (formerly MCI)
18 and incumbent local exchange carriers.

19 Shortly after passage of the federal Telecommunications Act of 1996
20 (“the Act”), I participated in the initial interconnection negotiations with
21 SBC Communications Corporation. Those negotiations led to the first
22 interconnection agreement between the SBC incumbent local exchange
23 carrier (“ILEC”) affiliate in Texas and MCI, paving the way for MCI’s
24 entry in 1997 into various Texas markets. Since that time, I have had
25 continued involvement with competitive policy issues in MCI’s

1 interconnection agreements with both BellSouth Telecommunications
2 and SBC. In my current position, my responsibilities require that I work
3 closely with many different organizations in Verizon Business, including
4 those involved with the products Verizon Business sells and those who
5 engineer and construct Verizon Access's network.

6 My educational credentials include a Master of Arts degree from the
7 University of Texas at Arlington in 1978, and a BA earned in 1977, also
8 from U.T. Arlington.

9

10 **Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE ANY STATE**
11 **COMMISSIONS?**

12 A. Yes. I have testified before state regulators in twenty-two states. My
13 detailed qualifications, including a list of the various proceedings in
14 which I have provided testimony, are included in Attachment DGP-1.

15

16 **Q. WOULD YOU PLEASE EXPLAIN TO THE COMMISSION THE**
17 **STATUS OF PETITIONER MCI IN LIGHT OF THE MERGER WITH**
18 **VERIZON?**

19 A. Yes. As the Commission is likely aware, the merger of Verizon and MCI
20 closed on January 6, 2006. At completion of the merger, a new
21 business unit called "Verizon Business" was created. This new Verizon
22 Business unit encompasses large business and government customers
23 and related functions of the former MCI, as well as similar businesses
24 that previously were part of Verizon Telecom, including the former
25 Verizon Enterprise Solutions Group. The products now sold to

1 commercial and enterprise customers are marketed under the “Verizon
2 Business” brand. As part of that branding, MCImetro Access
3 Transmission Services LLC, which is part of Verizon Business, is now
4 doing business as Verizon Access Transmission Services. Because of
5 the new d/b/a, I use the term “Verizon Access” throughout my testimony
6 instead of MCImetro or MCI. Importantly, however, the creation of the
7 new Verizon Business brand does not affect the status of MCImetro
8 Access Transmission Services LLC as a legal and certificated entity,
9 and the merger with Verizon did not change the relationship between
10 the parties to this proceeding.

11

12 **II. PURPOSE OF TESTIMONY**

13 **Q. WHAT IS THE PURPOSE OF YOUR SUPPLEMENTAL TESTIMONY?**

14 A. My testimony is intended to accomplish two things. First, given the
15 parties' continuing efforts to settle outstanding issues, I provide an
16 update on events that have transpired since the filing of Verizon
17 Access's direct and rebuttal testimony in this proceeding. Second, I
18 furnish supplemental testimony outlining each issue that remains in
19 dispute. To the extent that an issue has been modified through the
20 parties' continuing discussions, or that Verizon Access's position on the
21 issue has changed, I describe the nature of the remaining dispute and
22 present Verizon Access's recommendation on how the Commission
23 should decide the issue.

24

25

1 **III. UPDATE OF EVENTS**

2 **Q. PLEASE DESCRIBE THE PARTIES' EFFORTS TO NARROW OR**
3 **RESOLVE ISSUES PREVIOUSLY PRESENTED FOR RESOLUTION**
4 **BY THE COMMISSION.**

5 A. Verizon Access and BellSouth have sought to resolve or narrow as
6 many of the disputed issues as possible. Review of the disputed issues
7 matrix filed on March 3, 2006 is proof of just how far the parties have
8 come in the last few months, reflecting the resolution of 14 issues.
9 Since then two additional issues have been resolved.

10

11 **Q. WHICH ISSUES HAVE BEEN ELIMINATED THROUGH THE**
12 **PARTIES' CONTINUING NEGOTIATIONS?**

13 A. The following issues have been resolved since testimony was filed in
14 this proceeding: 1, 2, 3, 9, 11, 15, 17, 18, 19, 23, 24, 25, 27, 29, 30 and
15 31.

16 Note that subparts A) and C) of Issue 17 were resolved, while subpart
17 B) was merged into Issue 22. In addition, Issue 21 shown in the March
18 3, 2006 issues matrix has been resolved with respect to Florida.

19

20 **Q. YOU STATED ABOVE THAT CERTAIN ISSUES HAVE EVOLVED OR**
21 **BEEN NARROWED SINCE TESTIMONY WAS INITIALLY FILED IN**
22 **THIS PROCEEDING. WOULD YOU PROVIDE A MORE DETAILED**
23 **EXPLANATION REGARDING THOSE ISSUES?**

24 A. Certainly. In the next portion of my testimony, I discuss each issue that
25 remains in dispute. Where the dispute has evolved, I explain the nature

1 of the dispute as it now stands. If the issue remains as initially
2 described to the Commission and there is no change in the parties'
3 position on that issue, I reference the relevant prefiled testimony as the
4 testimony I will adopt at hearing. On the other hand, if either the issue
5 has changed or Verizon Access has modified its position on the issue, I
6 present supplemental testimony to assist the Commission in resolving
7 the dispute as it now stands.

8

9 **IV. ISSUES REMAINING IN DISPUTE**

10 **Issue 12: Should Verizon Access be required to indemnify BST for**
11 **BST's negligence for claims by third parties who are not Verizon**
12 **Access customers in conjunction with BST's provision of PBX**
13 **Locate Service to Verizon Access?**

14 **Contract Provisions: A2 – 7.4.2.2**

15 **Q. HAVE THE PARTIES BEEN ABLE TO NARROW THIS ISSUE?**

16 A. Yes. Through additional negotiations and resolution of related issues,
17 this issue has been narrowed, as reflected in the statement of the issue
18 above and in the updated issues matrix filed March 3, 2006.

19

20 **Q. ARE YOU PRESENTING SUPPLEMENTAL TESTIMONY ON THIS**
21 **ISSUE?**

22 A. Yes. In the following discussion, I explain the basis for Verizon Access's
23 current position on this issue. This supplemental testimony is in addition
24 to the prefiled testimony of MCI witness Greg Darnell on this issue – his
25 direct testimony dated October 21, 2005 (pp. 32-33) and his rebuttal

1 testimony dated December 1, 2005 (pp. 22-24) – that I will adopt at the
2 hearing.

3 **Q. WHAT IS THE DISPUTED LANGUAGE ON THIS ISSUE?**

4 A. The language to which Verizon Access takes issue is the BellSouth
5 proposed language (in bold underline) in the following paragraph. MCI's
6 proposed language is in plain text.

7 **MCI agrees to release, indemnify, defend and hold harmless**
8 **BellSouth from any and all loss, claims, demands, suits, or other**
9 **action, or any liability whatsoever, whether suffered, made,**
10 **instituted or asserted by MCI's customer or by any other party or**
11 **person, for any personal injury to or death of any person or**
12 **persons, or for any loss, damage or destruction of any property,**
13 **whether owned by MCI or others, or for any infringement or**
14 **invasion of the right of privacy of any person or persons, caused or**
15 **claimed to have been caused, directly or indirectly, by the**
16 **installation, operation, failure to operate, maintenance, removal,**
17 **presence, condition, location or use of PBX Locate Service features**
18 **or by any services which are or may be furnished by BellSouth in**
19 **connection therewith, including but not limited to the identification**
20 **of the telephone number, address or name associated with the**
21 **telephone used by the party or parties accessing 911 services**
22 **using 911 PBX Locate Service hereunder, except to the extent**
23 **caused by BellSouth's gross negligence or wilful misconduct.** MCI
24 is responsible for assuring that its authorized customers comply with the
25 provisions of these terms and that unauthorized persons do not gain

1 access to or use the 911 PBX Locate Service through user names,
2 passwords, or other identifiers assigned to MCI's customer or DMA
3 pursuant to these terms. Specifically, MCI's customer or DMA must
4 keep and protect from use by any unauthorized individual identifiers,
5 passwords, and any other security token(s) and devices that are
6 provided for access to this product.

7

8 **Q. WHAT ARE VERIZON ACCESS' CONCERNS WITH BELL SOUTH'S**
9 **LANGUAGE?**

10 A. The primary concern is the astonishing breadth of BellSouth's language,
11 which goes far beyond Verizon Access's relationship with its own
12 customers. The BellSouth language would have Verizon Access
13 indemnify BellSouth against "... any and all loss, claims, demands,
14 suits, or other action, or any liability whatsoever, whether suffered,
15 made, instituted or asserted by ... any other party or person"

16

17 **Q. WHAT IS THE APPROPRIATE SCOPE OF VERIZON ACCESS'S**
18 **INDEMNIFICATION OBLIGATION?**

19 A. The indemnification obligation should be the same as what the parties
20 have agreed to for other services. In the General Terms and Conditions
21 of the interconnection agreement ("ICA") being arbitrated, Verizon
22 Access has agreed to indemnify BellSouth against BellSouth's simple
23 negligence resulting in a claim from a Verizon Access customer, but not
24 against BellSouth's gross negligence or intentional misconduct. This
25 indemnification covers all services in the ICA, including PBX Locate

1 Service. Thus, Verizon Access has agreed to indemnify BellSouth
2 against BellSouth's simple negligence in providing PBX Locate Service
3 where such negligence results in a claim from a Verizon Access
4 customer. Verizon Access believes that its proposed language is
5 reasonable and should be adopted.

6

7 **Q. PLEASE CONTINUE.**

8 A. Verizon Access has a direct relationship with its own customers, and
9 can include in its tariffs and contracts with those customers provisions to
10 limit liability. Thus, Verizon Access can control the exposure and risk
11 associated with the indemnification for claims from Verizon Access's
12 own customers. Verizon Access does not, however, have a similar
13 relationship with unknown persons in the general public. Verizon
14 Access has no control over what claims may be brought by the general
15 public, and there is no reason why it should have to indemnify BellSouth
16 against claims from the general public. That is a service sold by
17 insurance companies. If BellSouth desires such coverage, it should buy
18 insurance.

19

20 **Q. IS BELL SOUTH'S RATIONALE FOR ITS POSITION ON THIS ISSUE**
21 **CONSISTENT WITH ITS PROPOSED CONTRACT LANGUAGE?**

22 A. No, I do not believe it is. BellSouth's position statement begins with the
23 following assertion:

24

25

1 **BellSouth is not requiring any more restrictions or obligations to**
2 **MCI [sic] than BellSouth requires or obligates its own retail**
3 **customers for retail equivalent service.**

4 The relationship between BellSouth and its retail customer with respect
5 to PBX Locate Service is very different than the relationship between
6 BellSouth and Verizon Access. When BellSouth provides the PBX
7 Locate Service to a BellSouth retail customer, that retail customer is in a
8 reasonable position to control – and therefore indemnify for – claims by
9 third parties on that customer’s premises. But when BellSouth provides
10 the service to Verizon Access as part of the ICA, it is for use by a
11 customer of Verizon Access, rather than by Verizon Access itself. This
12 is a critical difference from the BellSouth retail situation, because, unlike
13 BellSouth’s retail customer, Verizon Access is in no position to control or
14 supervise the activities of fourth-party users of the end-user customer’s
15 premises.

16

17 **Q. DO YOU HAVE ADDITIONAL COMMENT ON THIS ISSUE?**

18 A. Yes. Although I am not an attorney, it is my understanding that
19 provisions in the Florida statutes (§365.171(14)) provide civil immunity
20 to a telephone company such as BellSouth in conjunction with its
21 operation of a 9-1-1 system. Coupling that statutory provision with the
22 indemnification and limitation of liability language in the General Terms
23 and Conditions section of the ICA, Verizon Access believes BellSouth’s
24 concerns on this issue should be satisfied. Verizon Access’s position on
25 this issue should be adopted.

1 **Issue 22: A) Should virtual NXX services offered by Verizon**
2 **Access to its customers be treated as local traffic or switched**
3 **access traffic for compensation purposes. B) If they should be**
4 **treated as switched access traffic, how will such traffic be**
5 **identified for purposes of the separate treatment?**

6 **Contract Provisions: A3 – 7.1, 7.5.4, 7.5.5**

7 **Q. HAS THERE BEEN A CHANGE IN THE SCOPE OF THIS ISSUE?**

8 A. No. Although Issue 17 B) has been merged into this issue, the
9 statement of the issue remains the same. Verizon Access has modified
10 its position, however, and presented that modified position to BellSouth
11 in an effort to resolve the issue. Notwithstanding the parties' continuing
12 discussions, the issue remains as previously presented to the
13 Commission.

14

15 **Q. ARE YOU PRESENTING SUPPLEMENTAL TESTIMONY ON THIS**
16 **ISSUE?**

17 A. Yes. The following discussion provides an explanation of Verizon
18 Access's modified position, beginning with background information to
19 put this complex issue in context.

20

21 **Q. CAN YOU BRIEFLY EXPLAIN THE ESSENCE OF THE HISTORIC**
22 **DIFFERENCES IN THE PARTIES' POSITIONS ON THIS ISSUE?**

23 A. Yes. The parties' differences revolve around the following questions: 1)
24 which entity is entitled to compensation for handling the particular type
25 of network traffic referred to as "virtual NXX" traffic, and 2) at what rate

1 level is compensation to be paid?

2

3 **Q. WHAT IS “VIRTUAL NXX” TRAFFIC AND WHY IS SUCH TRAFFIC**
4 **DIFFERENT FROM OTHER TYPES OF TRAFFIC THAT THE**
5 **PARTIES EXCHANGE?**

6 A. The answer to this question requires a brief discussion of the operation
7 of legacy ILEC networks for purposes of contrasting the design and
8 operation of Verizon Access’s CLEC network.

9 Because of their long histories in operating telephony networks, ILEC
10 network design remains essentially the same as it was in the first half of
11 the 20th Century. That basic network design consists of a hub-and-
12 spoke architecture with a switch located centrally in each “exchange.”
13 The switch located in each exchange provides dial tone service to
14 customers within that relatively small geographic area, and customers in
15 the area share the same NPA/NXX – e.g., 305-372 – as the first part of
16 each unique 10-digit telephone number. Stated differently, the phone
17 numbers assigned in that area are all assigned from the same
18 NPA/NXX. This represents a slight oversimplification because switches
19 in more populous exchanges may utilize several NXXs to serve the
20 customers in the area.¹ An ILEC such as BellSouth that serves large
21 geographic areas would in this manner have many “exchanges,”² with a
22 switch physically located in each exchange, and with each switch

¹ A single NXX contains 10,000 individual phone numbers.

² The term “exchange” is sometimes synonymous with the term “rate center” and/or “local calling area.” Particularly in metropolitan areas, however, a “rate center” may encompass numerous exchanges in a large local calling area.

1 containing only those few NPA/NXXs required for number assignments
2 within that exchange.

3 Verizon Access's CLEC networks do not share this historical heritage,
4 nor do they share the same network design. Most CLEC networks were
5 designed in the late 1990s based on then-current design principles and
6 technologies to efficiently meet the contemporary needs of their new
7 customer bases. For these reasons, in contrast to legacy ILEC
8 networks, CLEC networks typically use many fewer switches to serve an
9 area comparable to numerous ILEC exchange areas. Unlike the
10 traditional hub-and-spoke ILEC network design, there is not a one-for-
11 one correspondence between CLEC switches and a particular
12 exchange, and it is not unusual for a single CLEC switch to contain
13 many more NPA/NXXs than reside in one ILEC switch. A single Verizon
14 Access switch in Orlando, for example, utilizes 40 NXXs in three
15 different NPAs to serve Verizon Access's customers within the LATA.

16 Telecommunications traffic does not arrive at the correct destination
17 switch by magic, but rather on the basis of industry standard, regularly
18 published routing rules -- the Local Exchange Routing Guide (or,
19 "LERG") -- that must be honored by all carriers: LECs, wireless
20 ("CMRS") carriers, and interexchange carriers.³ For any carrier to
21 receive traffic from another carrier, at least one NPA/NXX code must be
22 "activated" in the LERG (and in the carrier's switch) for a specific
23 geographic area. For purposes of the LERG, the relevant geographic

³ The LERG is constantly maintained so that all carriers will have the latest information on how to route calls to each others' networks.

1 areas are "rate centers," as defined by the ILECs' service territories and
2 state-approved tariffs.⁴

3 With this in mind, a CLEC activating an NPA/NXX in the LERG assigns
4 the NPA/NXX to a specific rate center based on internal business
5 decisions as to the area within which it offers service. The assignment
6 of that NPA/NXX to a particular rate center by the CLEC means that
7 other customers within that rate center can reach the CLEC's customers
8 using a local dialing plan -- i.e., without having to dial 1+.

9

10 **Q. IS THERE A FLORIDA EXAMPLE YOU COULD PROVIDE?**

11 A. Yes. For example, the LERG contains information for BellSouth's
12 Cocoa, Florida service territory that identifies the appropriate switch or
13 switches in the BellSouth network to which a call should be sent so it
14 can be delivered in Cocoa. For incoming calls from interexchange
15 carriers, the designation likely would be an access tandem (also known
16 as a toll tandem) somewhere in the LATA. For calls from another LEC
17 (including a CLEC), the designation would perhaps be a local tandem in
18 the vicinity. In either case, the call would be handed from the BellSouth
19 tandem to the local central office serving the particular NPA/NXX of the
20 called party in Cocoa. That ILEC switch is probably located in or near
21 Cocoa.

22 Similarly, in the case of calls destined for Verizon Access's network, the

⁴ A rate center may be synonymous with the "exchange" concept I have described. Or, it may encompass numerous exchanges that make up a large metropolitan local calling area, depending on the ILEC's tariffs and prior regulatory decisions in the state.

1 LERG also identifies the appropriate Verizon Access switch for delivery
2 of a call in the same Cocoa, Florida rate center. As noted above, the
3 LERG identification is based on assignments by the respective carriers
4 rather than where the switches are located, especially for non-legacy
5 CLEC networks, like Verizon Access's. As a result, the Verizon Access
6 switch serving Cocoa may well be located elsewhere in the LATA (e.g.,
7 Orlando).

8

9 **Q. WITH THIS BACKGROUND INFORMATION, COULD YOU PROVIDE**
10 **AN ILLUSTRATION TO HELP EXPLAIN THE OPPOSING VIEWS ON**
11 **COMPENSATION?**

12 A. Yes. Attached as Attachment DGP-2 are two schematics representing
13 two call situations. The comparison between the two scenarios is
14 designed to underscore both their similarities and differences, and thus
15 highlight the traditional views of ILECs and CLECs on compensation.

16

17 **Q. WHAT ARE THE SIMILARITIES IN THE TWO SCENARIOS?**

18 A. In both scenarios, the calls from the BellSouth customer to the Verizon
19 Access customer are handled by both carriers in precisely the same
20 manner. In both scenarios, BellSouth's switch routes its customer's call
21 to interconnection trunks with Verizon Access, and BellSouth hands the
22 call off to Verizon Access at the Interconnection Point, or "IP." And in
23 both scenarios, when Verizon Access recognizes the incoming call from
24 the BellSouth customer, it switches that call to the appropriate facility for
25 termination to its customer. Note that the LERG assignment of the "234"

1 NXX by Verizon Access is for BellSouth's Exchange "A" rate center.

2

3 **Q. WHAT ARE THE DIFFERENCES BETWEEN THE TWO SCENARIOS?**

4 A. There is only one difference between the two scenarios, and that is the
5 location of the Verizon Access customer. In the first "Local Call
6 Example" scenario, both the BellSouth and the Verizon Access
7 customers' locations are in Exchange "A" (as defined by BellSouth). In
8 the second "vNXX Call Example" however, the Verizon Access
9 customer's location is no longer in the same Exchange "A" as the
10 BellSouth customer. (The industry has coined the term "virtual NXX" or
11 "vNXX" to apply to this second situation in which the Verizon Access
12 customer in Exchange B (as defined by BellSouth) has been assigned a
13 telephone number (NXX) associated with the Exchange "A" rate center.)
14 That one difference between these two scenarios serves to illustrate the
15 policy dispute within the industry on vNXX traffic.

16

17 **Q. USING THE ILLUSTRATIONS AND YOUR DISCUSSION, BRIEFLY**
18 **SUMMARIZE THE TRADITIONAL OPPOSING VIEWS OF CLECS**
19 **AND ILECS ON VNXX COMPENSATION.**

20 A. The traditional CLEC perspective derives from two basic points. First,
21 the CLEC's LERG assignment for the NXX – 234 in the illustrations –
22 was made for the Exchange "A" rate center. Calls to numbers assigned
23 to the same rate center are typically rated as "local" for retail billing to
24 the calling party. Second, following from the previous point, the CLEC
25 view is based on an interpretation of the Act and the FCC's rules that it

1 should receive the compensation applicable to local calls – “reciprocal
2 compensation” – for the functions it provides in terminating the traffic
3 from the ILEC’s customer.

4 The traditional ILEC perspective arises from their historic position as
5 providers of exchange access services to interexchange carriers. In the
6 exchange access arena, ILECs are entitled to compensation for the
7 access functions they provide to originate jurisdictionally interexchange
8 “toll” calls to interexchange carriers. This “jurisdictional” view is reflected
9 in BellSouth’s position statement on Issue 22, which states in part:

10 The physical end points of a call are the appropriate mechanism for
11 determining jurisdiction.

12 As this discussion has explained, the ILEC and CLEC positions on the
13 jurisdictional nature of such traffic are diametrically opposite. The ILEC
14 position is that, because it is providing an originating exchange access
15 function, it should be compensated according to its switched access
16 tariffs. ILECs have also expressed concern that vNXX traffic may
17 increase the amount of traffic for which the ILEC is providing a
18 substantial amount of transport without compensation, especially if the
19 CLEC has only a single point of interconnection in the LATA.

20 From the CLEC perspective, it is terminating or handling “local” traffic
21 originated by another LEC and is thus entitled to compensation for the
22 functions it provides in handling traffic originated by the ILEC’s
23 customers. The nature of the dispute is further complicated by fact that
24 the overwhelming majority of virtual NXX traffic is dial-up Internet traffic
25 (that is, Internet service providers have been assigned most of the vNXX

1 telephone numbers). The ILECs' customers are dialing these virtual
2 NXX numbers with their computer modems for purposes of accessing
3 Internet service providers such as America Online, Microsoft Networks,
4 Earthlink and others.

5

6 **Q. AS YOU HAVE EXPLAINED THE ILEC VERSUS CLEC VIEWS ON**
7 **THIS ISSUE, IT SEEMS THAT THE ISSUE CRIES OUT FOR**
8 **INDUSTRY-WIDE RESOLUTION. HAS THE FCC ATTEMPTED TO**
9 **PROVIDE CLARITY ON THIS MATTER?**

10 A. Yes. The FCC has attempted to clarify applicable law and its rules
11 regarding such intercarrier compensation, but disputes nonetheless
12 frequently have been brought before the states – often, as here, in the
13 form of a request for arbitration. Recognizing this reality, the FCC has
14 expressed its intention to deal with this matter in its broad rulemaking on
15 intercarrier compensation issues.⁵ Any solution reached in this
16 arbitration should recognize the FCC's role and should therefore be
17 interim pending nationwide action by the FCC. The interconnection
18 agreement should contemplate rapid implementation in Florida, on a
19 going-forward basis, of any new national intercarrier compensation
20 program following its adoption by the FCC.

21

22 **Q. GIVEN THE ABOVE, IS RESOLUTION ON A STATE-BY-STATE**
23 **BASIS THROUGH ARBITRATION PROCEEDINGS THE BEST WAY**

⁵ *In the Matter of Developing a Unified Intercarrier Compensation Regime*, Notice of Proposed Rulemaking, CC Docket No. 01-92 (rel. April 27, 2001), at ¶ 115.

1 **TO RESOLVE THE PARTIES' DISPUTE ON THIS ISSUE IN THE**
2 **INTERIM?**

3 A. No. A state-specific resolution is clearly not ideal, even while waiting for
4 FCC action. It creates the likelihood that different outcomes will be
5 ordered by different states as each commission decides the issue
6 independently. Such a result will create billing and invoicing problems
7 between Verizon Access and BellSouth as the carriers seek to
8 implement the disparate outcomes across the nine-state BellSouth
9 region. In part to avoid such problems in other regions, Verizon Access
10 (and other CLECs) have been able successfully to negotiate and
11 implement region-wide agreements with SBC (prior to the January 31,
12 2005 announcement of its merger with AT&T Inc.) and with Verizon
13 (before the February 14, 2005 announcement of the Verizon-MCI
14 merger).

15 These multi-state agreements are superior to disparate, state-specific
16 regulatory outcomes. First, such agreements avoid the uncertainty
17 associated with state-by-state litigation. Second, because they apply
18 across a broad geographic area, these agreements do not create the
19 sorts of billing and invoicing problems described above. Third, because
20 the agreements are the product of arm's-length bilateral negotiations,
21 they allow both parties to give appropriate weight to their respective
22 business interests and achieve an outcome that reflects a balanced
23 marketplace solution to what would otherwise be a thorny regulatory
24 problem. In sum, these remarkably similar intercarrier agreements
25 present a win-win market solution, instead of the traditional polarized

1 win-lose outcome of regulatory decision-making.

2

3 **Q. WOULD YOU PLEASE DESCRIBE THE PRIMARY ELEMENTS**
4 **CONTAINED IN THE NEGOTIATED AGREEMENTS WITH WHICH**
5 **YOU ARE FAMILIAR?**

6 A. Yes. In essence, these agreements all provide that the CLEC is entitled
7 to some compensation for handling virtual NXX traffic (that is ISP-bound
8 traffic) originated by the ILEC, in exchange for, among other things,
9 some commitment by the CLEC to extend its network deeper toward the
10 ILEC, thereby reducing the ILEC's cost of transporting the traffic. The
11 level of compensation provided for by the agreement varies from one
12 agreement to another. Similarly, the CLEC's network commitment
13 differs between agreements, but is typically tied to the ILEC architecture
14 in a given region.⁶

15 In Verizon Access's experience, its commitment to extend its CLEC
16 network toward the ILEC addresses the traditional ILEC concern that
17 ILECs bear a disproportionate burden in interconnecting with CLECs.
18 The two largest ILECs – AT&T, Inc. (formerly SBC) and Verizon – were
19 willing to abandon their litigation positions and agreed to compensate
20 Verizon Access for various types of traffic, including virtual NXX traffic
21 (that is ISP-bound traffic), in exchange for a commitment by Verizon
22 Access to build its network closer to the originating points of the traffic,

⁶ For example, former MCI's agreement with former SBC imposes different network obligations on MCI in the old Southwestern Bell territory than in the old Ameritech operating territory, in recognition of architectural differences between those ILEC regions.

1 such as by interconnecting at or near each ILEC tandem, rather than
2 just at a single point in the LATA.

3

4 **Q. YOU ALSO NOTED ABOVE THAT THE PARTIES TO THESE MULTI-
5 STATE AGREEMENTS HAVE RESOLVED THE QUESTION OF
6 COMPENSATION FOR VNXX TRAFFIC. COULD YOU ELABORATE
7 ON THIS POINT?**

8 A. Yes. The Verizon/MCI agreement resolved the issue by establishing a
9 “unitary rate.” That is, by agreement of the parties, compensation for
10 ISP-bound vNXX traffic is paid at a single, uniform rate across all the
11 states in which the parties exchange traffic, without regard to the state-
12 specific rate established for reciprocal compensation pursuant to § 251
13 of the federal Telecommunications Act. In that agreement, ISP-bound
14 vNXX traffic is compensated at a single blended rate (a blend of the
15 varying rates that may be applicable in various jurisdictions) that is
16 capped at the level of \$0.0007 per minute of use, the default rate for
17 information services traffic established by the FCC in its “ISP Remand
18 Order.”⁷

19 The MCI/SBC agreement also uses a “blended rate” that recognizes the
20 various types of traffic exchanged (such as voice traffic and dial-up
21 Internet traffic), and the effective blended rate varies by state to give

⁷ *In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, Order on Remand and Report and Order, CC Docket No. 96-98; CC Docket No. 99-68, ¶ 78 (rel. April 27, 2001).* My description of the MCI/Verizon agreement above is intended to address only the key elements, and does not cover all the detailed provisions in the agreement.

1 meaning to each state commission's established reciprocal
2 compensation rate. That said, the effective compensation rate Verizon
3 Access receives for traffic it receives from and terminates for SBC is
4 slightly below 1/10th cent per minute – close to the capped rate
5 negotiated between Verizon and MCI.

6 These "Unitary Rate Agreements" negotiated by either the Verizon
7 ILECs or the former SBC ILECs with major CLECs – and then adopted
8 by yet more CLECs – appear to represent a relatively consistent
9 marketplace resolution by sophisticated adversaries of an otherwise
10 difficult regulatory problem.

11

12 **Q. HAS MCI APPROACHED BELLSOUTH TO DISCUSS THE POSSIBLE**
13 **SETTLEMENT OF ISSUE 22 ALONG THE LINES OF THE**
14 **AGREEMENTS YOU HAVE JUST DESCRIBED?**

15 A. Yes. Having successfully negotiated such agreements with the nation's
16 two largest BOCs that apply to traffic carried throughout 42 states,
17 Verizon Access sought to reach a similar agreement with BellSouth in
18 the southeastern United States. The proposal presented by Verizon
19 Access to BellSouth was in large part an amalgam of the above-
20 referenced commercial agreements into which the former MCI has
21 entered.

22

23 **Q. PLEASE ELABORATE.**

24 A. Verizon Access proposed to BellSouth that compensation for the
25 termination of vNXX traffic would be linked to the scope of Verizon

1 Access's interconnection network with BellSouth. For each LATA,
2 Verizon Access would be entitled to compensation for ISP-bound virtual
3 NXX traffic that is originated by BellSouth customers and handled by
4 Verizon Access only if it establishes at least one Interconnection Point,
5 or IP, at each BellSouth tandem. Under that proposal, if Verizon Access
6 meets that condition, BellSouth would compensate Verizon Access at
7 the rate of \$0.0007 – the default ISP-bound access rate set by the FCC.
8 In a LATA where Verizon Access does not establish at least one IP at
9 each BellSouth tandem, Verizon Access under its proposal would agree
10 to forego compensation for such traffic; the parties instead would
11 exchange traffic in that LATA on a bill-and-keep basis – meaning that
12 neither party would receive compensation from the other party for this
13 traffic.

14
15 **Q. GIVEN THE ABOVE, WHAT IS YOUR RECOMMENDATION TO THE**
16 **COMMISSION FOR RESOLUTION OF THIS ISSUE?**

17 A. Even if BellSouth does not agree to resolve the issue in the manner I
18 have described, Verizon Access believes the Commission can look to
19 this marketplace solution as a guide to a reasonable interim resolution of
20 the vNXX issue in this case. As I have explained, Verizon Access's
21 modified position represents a significant departure from the typical
22 CLEC litigation position, and is based instead on commercial
23 agreements successfully entered into with major BOCs in the absence
24 of regulatory intervention. For this reason, Verizon Access believes its
25 modified position represents a "middle ground" that this Commission can

1 adopt in this arbitration, pending final resolution of intercarrier
2 compensation issues by the FCC.

3

4 **Issue 26: Is BST obligated to act as a transit carrier? If so, what is**
5 **the appropriate transit rate?**

6 **Contract Provisions: A3 – 7.10.2, pricing attachment**

7 **Q. HAS THERE BEEN A CHANGE IN THE SCOPE OF THIS ISSUE?**

8 A. No, the scope of the issue remains as originally presented to the
9 Commission. As reflected in the updated issues matrix dated March 3,
10 2006, however, Verizon Access has modified its position. For this
11 reason, I am presenting supplemental testimony on this issue.

12

13 **Q. TO AID THE COMMISSION AND PROVIDE CONTEXT FOR THIS**
14 **ISSUE, WOULD YOU PLEASE BRIEFLY EXPLAIN WHAT YOU**
15 **MEAN BY THE PHRASE “THE TRANSIT FUNCTION?”**

16

17 A. Certainly. As that phrase is used in my testimony, “the transit function”
18 is the function of switching traffic that neither originates from, nor
19 terminates to, a BellSouth customer. Because of BellSouth’s historic
20 position as the largest (and oldest) provider of telecommunications
21 services within its service areas, BellSouth is sometimes in the position
22 of performing the “transit function.”

23 BellSouth continues to serve many more customers within its service
24 areas than other carriers. For this reason, virtually every carrier
25 operating in a given area requires interconnection with BellSouth to

1 exchange calls with BellSouth's customers in that area. The following
2 hypothetical will help demonstrate this point.

3 We will assume that BellSouth serves 80% of the customers in its
4 service areas, and further assume two competing carriers – Carrier "A"
5 and Carrier "B" – who each serve 4% of the customers within that same
6 geographic area. If traffic generally is proportionate to the percentage of
7 customers served, there is a very high probability (80%) that any call
8 generated by a customer of either Carrier "A" or Carrier "B" is destined
9 for a BellSouth customer. And the same is true as to traffic *to* a
10 customer of either Carrier "A" or Carrier "B." Because BellSouth has the
11 predominant customer base, its customers will generate a much higher
12 amount of traffic in total than the traffic generated by much smaller
13 carriers.

14 Shifting the focus of our hypothetical, consider the likelihood of traffic
15 being exchanged between Carrier "A" and Carrier "B." Because both
16 carriers have small customer bases, the probability that a call from one
17 of their customers is destined to a customer of another is quite small –
18 roughly equivalent to their 4% customer share. Similarly, the total
19 amount of traffic exchanged between Carrier "A" and Carrier "B" is much
20 smaller than the amount that either exchanges with BellSouth.

21

22 **Q. WHAT CONCLUSION SHOULD BE DRAWN BASED ON YOUR**
23 **HYPOTHETICAL?**

24 A. The hypothetical demonstrates that the networking focus of any carrier
25 with a small customer base -- such as our hypothetical Carrier "A" or

1 Carrier "B" – is to ensure that interconnection exists for the
2 preponderance of the carrier's traffic: the traffic it exchanges with
3 BellSouth. Such *direct* interconnection with BellSouth is essential, but
4 the same is not true with respect to traffic the smaller carriers exchange
5 with each other. And, the fact that both of the smaller carriers directly
6 interconnect with BellSouth allows them to exchange traffic with each
7 other *indirectly* using their existing direct interconnections with
8 BellSouth.

9 "The transit function" is the phrase used to describe what BellSouth
10 provides in the situation where a customer of one of these smaller
11 carriers places a call to a customer of another such carrier. Where both
12 carriers are directly interconnected with BellSouth, the call "transits"
13 BellSouth's switching network even though no BellSouth customer is
14 involved in the call. For all the reasons discussed above, this "transit
15 function" accounts for a relatively small portion of the overall traffic
16 switched by BellSouth.

17

18 **Q. PLEASE CONTINUE WITH YOUR PRESENTATION OF**
19 **SUPPLEMENTAL TESTIMONY ON ISSUE 26.**

20 A. During negotiations, the parties discussed BellSouth's intentions for
21 providing the transit function, and were able to agree on language in
22 section A2-7.4.2.2 obligating BST to perform transit functionality.
23 Notwithstanding that agreement, however, the parties were
24 unsuccessful in negotiating a rate for that transit function BST has
25 agreed to provide. The rate level for the transit function is the sole

1 remaining dispute on this issue before the Commission, and it is ripe for
2 resolution.

3

4 **Q. HAS BELLSOUTH PROVIDED JUSTIFICATION FOR THE RATE**
5 **LEVEL IT HAS PROPOSED?**

6 A. No.

7

8 **Q. IN THE ABSENCE OF SUCH JUSTIFICATION BY BELLSOUTH,**
9 **WHAT ARE THE COMMISSION'S CHOICES AS TO RATES FOR THE**
10 **TRANSIT FUNCTION PERFORMED BY BELLSOUTH?**

11 A. Absent evidence demonstrating that Bell South's proposed rates are just
12 and reasonable, the Commission really has no choice but to rely on the
13 rates it previously approved as compensatory for the transit function. It
14 is my understanding that the issue of the appropriate compensation for
15 the transit function is being considered by the Commission at this time in
16 Docket Nos. 050119-TP and 050125-TP. Should the Commission
17 determine a new rate or rates for the transit function when provided by
18 BellSouth, that new rate would be incorporated into the
19 BellSouth/Verizon Access ICA in accordance with the ICA's provisions
20 in the General Terms and Conditions section pertaining to change of
21 law.

22

23 **Issue 32: What charges, if any, should be imposed for records**
24 **changes made by the Parties to reflect changes in corporate**
25 **names or other LEC identifiers such as OCN, CC, CIC and ACNA?**

1 **Contract Provisions: A7 – 1.14.1**

2 **Q. HAS THERE BEEN A CHANGE IN THE SCOPE OF THIS ISSUE?**

3 A. No. However, I am offering supplemental testimony on this issue to
4 refocus the Commission’s attention on the true nature of the dispute.

5

6 **Q. WHAT IN VERIZON ACCESS’S VIEW IS THE “TRUE NATURE OF
7 THE DISPUTE” ON THIS ISSUE?**

8 A. The heart of the dispute is that, during negotiations. BellSouth raised
9 this issue of charging Verizon Access for certain “records changes” that
10 might be made to reflect identifiers used in billing. Although BellSouth
11 raised the issue, it does not propose any charges. It is Verizon Access’s
12 position that the open-ended language BellSouth is proposing should be
13 rejected, as the Commission should not be asked to approve what is in
14 effect a “blank check.”

15

16 **Q. DO YOU HAVE ADDITIONAL INFORMATION THAT WOULD BE
17 USEFUL TO THE COMMISSION IN RESOLVING THIS DISPUTE?**

18 A. Yes. As the Commission is no doubt aware, Verizon Access’s
19 predecessor company was part of the bankruptcy proceedings in the
20 Bankruptcy Court for the Southern District of New York that involved
21 MCI and its corporate parent and affiliates. Although I am not an
22 attorney, it is my understanding as a layman that the Court expressly
23 authorized the reorganization of those companies, including the mergers
24 of MCI and affiliated local exchange carriers, and transfers of local
25 exchange-related assets to MCI from other affiliated carriers. The MCI

1 Plan of Reorganization in the bankruptcy case precludes carriers,
2 including BellSouth, from assessing charges on MCI for the
3 consolidation of entities carried out pursuant to the Plan. The
4 bankruptcy court entered an order approving the Plan. BellSouth was a
5 party to the bankruptcy cases and is therefore bound by the court's
6 order. To the extent BellSouth seeks recovery of costs relating to such
7 mergers and transfers, it is foreclosed by the bankruptcy court's order.
8 For the reasons I have discussed, the Commission should dismiss this
9 issue. If, however, the Commission chooses not to dismiss this issue, it
10 should expressly reject the open-ended language proposed by
11 BellSouth giving it the discretion to charge anything it likes for records
12 changes.

13

14 **Issue 33: How should the rate for the calculation of late payments**
15 **be determined?**

16 **Contract Provisions: A7 – 1.17**

17 **Q. HAS THERE BEEN A CHANGE IN THE SCOPE OF THIS ISSUE?**

18 A. No, the scope remains the same, although Verizon Access has
19 presented an updated proposal to BellSouth in an effort to resolve the
20 issue. I am presenting supplemental testimony to explain Verizon
21 Access's proposal.

22

23 **Q. PLEASE DESCRIBE VERIZON ACCESS'S NEW PROPOSAL.**

24 A. Verizon Access proposed language to BellSouth setting the rate for late
25 payment at either 18%, or the rate set by applicable law, whichever is

1 less. BellSouth rejected that offer. If the applicable law in a given state
2 provides for a rate less than 18%, then the rate set by state law would –
3 indeed, should -- apply. Verizon Access is unable to understand
4 BellSouth's reasoning in rejecting the proposal. Verizon Access's
5 proposal is reasonable, and the Commission should adopt the proposal
6 in resolution of this issue. As an alternative, Verizon Access also has
7 proposed that the parties be allowed to charge **any** rate less than or
8 equal to a maximum. In this alternative, the maximum would be the
9 lesser of 18% or the maximum amount allowed by law. This alternative
10 would permit BellSouth to apply the various rates that it prefers to use,
11 but such rates would be capped.

12

13 **Issue 34: What process should be used for the Discontinuing of**
14 **Service?**

15 **Contract Provisions: A7 – 1.19**

16 **Q. HAS THERE BEEN A CHANGE IN THE SCOPE OF THIS ISSUE?**

17 A. Yes. Issue 34 previously involved disputes over non-payment of a
18 requested deposit and non-payment of disputed amounts, but those
19 disputes have been resolved. The remaining dispute concerns the
20 suspension, discontinuance or termination of all Verizon Access
21 services region-wide for nonpayment of an undisputed bill for any
22 service in any state, regardless of the size of the bill. I will thus adopt at
23 hearing the prefiled testimony of MCI witness Greg Darnell on this issue
24 – his direct testimony dated October 21, 2005 (pp. 50-52) and his
25 rebuttal testimony dated December 1, 2005 (pp. 28-30).

1 V. CONCLUSION

2 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

3 A. Yes, at this time.

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**DON PRICE
ACADEMIC AND PROFESSIONAL QUALIFICATIONS, AND
TESTIMONY PRESENTED BEFORE
REGULATORY AGENCIES**

Academic Background:

My academic background is in the social sciences. I received my Bachelor of Arts degree in Sociology from the University of Texas at Arlington May of 1977 and was awarded a Master of Arts degree in Sociology by the University of Texas at Arlington in 1978.

Professional Qualifications:

I have more than 27 years experience in telecommunications, the vast majority of which is in the area of public policy. In the early 1980s I was employed by GTE in the Southwest operating company territory where I held several positions of increasing responsibility in Economic Planning. In those positions I became quite familiar with local exchange telephone company functions such as the workings and design of the local exchange switching and outside plant networks, the network planning process, business office operation, and the design and operation of large billing systems.

At the time of the divestiture of the Bell Operating Companies from the AT&T system in January, 1984, I was employed by the Public Utility Commission of Texas where I was responsible for analysis and expert testimony on behalf of the public interest on a variety of policy and rate setting issues. In 1986 I was promoted to Manager of Rates and Tariffs, and was directly responsible for staff analyses of rate design and tariff policy issues in all telecommunications proceedings before the PUC.

In late 1986, I was hired into the MCI Regulatory organization to provide rate and tariff analyses affecting MCI's growing long distance business. Over my nineteen years with MCI, my job functions were focused on public policy issues relating to competition in telecommunications markets. When MCI acquired Western Union Access Transmission

Services in 1993, that public policy focus narrowed to issues pertaining to competition in local telecommunications markets. Since that time, I have been involved directly and indirectly in contract negotiations for interconnection agreements, including a landmark agreement with Bell South that predated passage of the 1996 Telecommunications Act, and have presented policy testimony in numerous state arbitrations. The key aspects of my role were to develop, coordinate, and communicate MCI's public policy positions working with all affected internal client groups, including marketing and sales, network planning and engineering, and to articulate those positions to external decision-makers.

On January 6, 2006, with the close of Verizon's merger with MCI, I assumed my current position as Director --- State Regulatory Policy in Verizon Business' Regulatory and Litigation department. In that position, I am involved with various corporate departments in developing and coordinating policies that permit Verizon Business to offer the variety of enterprise and wholesale products demanded by our customers.

I have appeared as a panelist and/or speaker before various professional and trade associations and public seminars during my professional career, including the Texas Society of CPAs, the University of Texas Department of Electrical and Computer Engineering Telecommunications Conference, the Alabama Telephone Association, the Arkansas Telephone Association, and the National Association of Regulatory Utility Attorneys.

I have testified before a number of regulatory commissions, including the Federal Communications Commission, and the state regulatory bodies in Arizona, Arkansas, California, Colorado, Florida, Georgia, Illinois, Kansas, Kentucky, Louisiana, Minnesota, Missouri, New Jersey, Nevada, North Carolina, Ohio, Oklahoma, Oregon, South Carolina, Tennessee, Texas, and Washington. A list of those proceedings in which I have furnished testimony is provided below.

Testimony Presented:

FCC

CC Docket No. 00-4: In the Matter of Application by SBC Communications, Inc., Southwestern Bell Telephone Company, and Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long Distance for Provision of In-Region, InterLATA Services in Texas

Arkansas

Docket No. 91-051-U: IN RE IMPLEMENTATION OF TITLE IV OF THE AMERICANS WITH DISABILITIES ACT OF 1990

Docket No. 92-079-R: IN THE MATTER OF A PROCEEDING FOR THE DEVELOPMENT OF RULES AND POLICIES CONCERNING OPERATOR SERVICE PROVIDERS

Arizona

Docket No. T-00000A-97-238: IN THE MATTER OF U S WEST COMMUNICATIONS, INC.'S COMPLIANCE WITH SECTION 271 OF THE TELECOMMUNICATIONS ACT OF 1996

Docket No. T-00000D-00-0672: IN THE MATTER OF INVESTIGATION OF THE COST OF TELECOMMUNICATIONS ACCESS

California

APPLICATION A.05-05-027: APPLICATION BY PACIFIC BELL TELEPHONE COMPANY D/B/A SBC CALIFORNIA (U 1001 C) FOR ARBITRATION OF AN INTERCONNECTION AGREEMENT WITH MCIMETRO ACCESS TRANSMISSION SERVICES LLC (U 5253 C) PURSUANT TO SECTION 252(B) OF THE TELECOMMUNICATIONS ACT OF 1996.

APPLICATION 01-01-010: 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

RULEMAKING R.93-04-003, INVESTIGATION I.93-04-002: ON THE COMMISSION'S OWN MOTION TO GOVERN OPEN ACCESS TO BOTTLENECK SERVICES AND ESTABLISH A FRAMEWORK FOR NETWORK ARCHITECTURE DEVELOPMENT OF DOMINANT CARRIER NETWORKS; INVESTIGATION ON THE COMMISSION'S OWN MOTION INTO OPEN ACCESS AND NETWORK ARCHITECTURE DEVELOPMENT OF DOMINANT CARRIER NETWORKS

Colorado

Docket No. 02A-538T: IN THE MATTER OF THE JOINT APPLICATION FOR APPROVAL OF A PLAN TO RESTRUCTURE REGULATED INTRASTATE SWITCHED ACCESS RATES AND PETITION FOR A DECLARATORY ORDER

Docket Nos. 04A-411T & 04D-440T: IN THE MATTER OF THE COMBINED APPLICATION OF QWEST CORPORATION FOR RECLASSIFICATION AND DEREGULATION OF CERTAIN PART 2 PRODUCTS AND SERVICES AND DEREGULATION OF CERTAIN PART 3 PRODUCTS AND SERVICES; and STAFF OF THE COLORADO PUBLIC UTILITIES COMMISSION'S PETITION FOR A DECLARATORY ORDER CONCERNING THE RECLASSIFICATION AND DEREGULATION OF TELECOMMUNICATIONS SERVICES UNDER PARTS 2 AND 3, TITLE 40, ARTICLE 15 OF THE COLORADO REVISED STATUTES

Florida

Docket No. 941272-TL: IN RE: SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY'S PETITION FOR APPROVAL OF NUMBERING PLAN AREA RELIEF FOR 305 AREA CODE

Docket No.950696-TP: IN RE: DETERMINATION OF FUNDING FOR UNIVERSAL SERVICE AND CARRIER OF LAST RESORT RESPONSIBILITIES.

Docket No. 950737-TP: IN RE: INVESTIGATION INTO TEMPORARY LOCAL TELEPHONE NUMBER PORTABILITY SOLUTION TO IMPLEMENT COMPETITION IN LOCAL EXCHANGE TELEPHONE MARKETS.

Docket No. 950984-TP: IN RE: RESOLUTION OF PETITION(S) TO ESTABLISH NON-DISCRIMINATORY RATES, TERMS, AND CONDITIONS FOR RESALE INVOLVING LOCAL EXCHANGE COMPANIES AND ALTERNATIVE LOCAL EXCHANGE COMPANIES PURSUANT TO SECTION 364.162, FLORIDA STATUTES.

Docket No. 950985-TP: IN RE: RESOLUTION OF PETITION(S) TO ESTABLISH NON-DISCRIMINATORY RATES, TERMS, AND CONDITIONS FOR INTERCONNECTION INVOLVING LOCAL EXCHANGE COMPANIES AND ALTERNATIVE LOCAL EXCHANGE COMPANIES PURSUANT TO SECTION 364.162, FLORIDA STATUTES.

Docket No. 000649-TP: 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 BELL SOUTH TELECOMMUNICATIONS, INC. CONCERNING INTERCONNECTION AND RESALE UNDER THE TELECOMMUNICATIONS ACT OF 1996.

Georgia

Docket No. 5548-U: IN RE: INVESTIGATION INTO THE FUNDING OF UNIVERSAL SERVICE.

Docket No. 6537-U: IN THE MATTER OF: MCIMETRO PETITION TO ESTABLISH NONDISCRIMINATORY RATES, TERMS AND CONDITIONS FOR UNBUNDLING AND RESALE OF LOCAL LOOPS.

Docket No. 11901-U: 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.

Illinois

Docket No. 04-0469: PETITION FOR ARBITRATION OF INTERCONNECTION RATES, TERMS AND CONDITIONS AND RELATED ARRANGEMENTS WITH ILLINOIS BELL TELEPHONE COMPANY PURSUANT TO SECTION 252(b) OF THE TELECOMMUNICATIONS ACT OF 1996.

Kansas

Docket No. 190,492-U: IN THE MATTER OF A GENERAL INVESTIGATION INTO COMPETITION WITHIN THE TELECOMMUNICATIONS INDUSTRY IN THE STATE OF KANSAS

Docket No. 02-GIMT-678-GIT: IN THE MATTER OF A GENERAL INVESTIGATION INTO WINBACK/RETENTION PROMOTIONS AND PRACTICES

Louisiana

Docket No. U-17957: IN RE: INVESTIGATION OF OPERATING PRACTICES OF ALTERNATIVE OPERATOR SERVICES PROVIDERS TO INCLUDE RATES AND CHARGES.

Docket No. U-19806: IN RE: PETITION OF AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, INC., FOR REDUCED REGULATION OF INTRASTATE OPERATIONS.

Docket No. U-20237: IN RE: OBJECTIONS TO THE FILING OF REDUCED WATS SAVER SERVICE RATES, INTRALATA, STATE OF LOUISIANA.

Docket No. U-20710: IN RE: GENERIC HEARING TO CLARIFY THE PRICING/IMPUTATION STANDARD SET FORTH IN COMMISSION ORDER NO. U- 17949-N ON A PROSPECTIVE BASIS ONLY, AS THE STANDARD RELATES TO LEC COMPETITIVE TOLL OFFERINGS.

Docket No. U-20883: IN RE: THE DEVELOPMENT OF RULES AND REGULATIONS APPLICABLE TO THE ENTRY AND OPERATIONS OF, AND THE PROVIDING OF SERVICES BY, COMPETITIVE AND ALTERNATE ACCESS PROVIDERS IN THE LOCAL, INTRASTATE AND/OR INTEREXCHANGE TELECOMMUNICATIONS MARKET IN LOUISIANA. SUBDOCKET A: UNIVERSAL SERVICE.

Docket No. U-25350: IN RE: PETITION OF MCIMETRO ACCESS TRANSMISSION SERVICES, LLC FOR ARBITRATION OF CERTAIN TERMS AND CONDITIONS OF PROPOSED AGREEMENT WITH BELL SOUTH TELECOMMUNICATIONS, INC. CONCERNING INTERCONNECTION AND RESALE UNDER THE TELECOMMUNICATIONS ACT OF 1996.

Minnesota

Docket No. P-421/CI-01-1371: IN THE MATTER OF A COMMISSION INVESTIGATION INTO QWEST'S COMPLIANCE WITH SECTION 271(c)(2)(B) OF THE TELECOMMUNICATIONS ACT OF 1996; CHECKLIST ITEMS 1, 2, 4, 5, 6, 11, 13, AND 14

Missouri

Case No. TO-87-42: IN THE MATTER OF SOUTHWESTERN BELL TELEPHONE COMPANY FILING ACCESS SERVICES TARIFF REVISIONS AND WIDE AREA TELECOMMUNICATIONS SERVICE (WATS) TARIFF, INDEX, 6th REVISED SHEET, ORIGINAL SHEET 16.01.

Case No. TO-95-289, ET AL: IN THE MATTER OF AN INVESTIGATION INTO THE EXHAUSTION OF TELEPHONE NUMBERS IN THE 314 NUMBERING PLAN AREA.

CASE NO. TC-2000-225, ET AL.: MCI WORLDCOM COMMUNICATIONS, INC., BROOKS FIBER COMMUNICATIONS OF MISSOURI, INC., BROADSPAN COMMUNICATIONS, INC., D/B/A PRIMARY NETWORK COMMUNICATIONS, INC., COMPLAINANTS, VS. SOUTHWESTERN BELL TELEPHONE COMPANY, RESPONDENT.

CASE NO. TO-2001-467: IN THE MATTER OF THE INVESTIGATION OF THE STATE OF COMPETITION IN THE EXCHANGES OF SOUTHWESTERN BELL TELEPHONE COMPANY.

CASE No. TO-2002-222: PETITION OF MCImetro ACCESS TRANSMISSION SERVICES LLC, BROOKS FIBER COMMUNICATIONS OF MISSOURI, INC. AND MCI WORLDCOM COMMUNICATIONS, INC. FOR ARBITRATION OF AN INTERCONNECTION AGREEMENT WITH SOUTHWESTERN BELL TELEPHONE COMPANY UNDER THE TELECOMMUNICATIONS ACT OF 1996

CASE Nos. TT-2002-472 and TT-2002-473: IN THE MATTER OF SOUTHWESTERN BELL TELEPHONE COMPANY'S TARIFF FILING TO INITIATE RESIDENTIAL CUSTOMER WINBACK PROMOTION; AND IN THE MATTER OF SOUTHWESTERN BELL TELEPHONE COMPANY'S TARIFF FILING TO EXTEND BUSINESS CUSTOMER WINBACK PROMOTIONS

CASE No. TO-2005-0336: SOUTHWESTERN BELL TELEPHONE, L.P. d/b/a SBC MISSOURI'S PETITION FOR COMPULSORY ARBITRATION OF UNRESOLVED ISSUES FOR A SUCCESSOR INTERCONNECTION AGREEMENT TO THE MISSOURI 271 AGREEMENT ("M2A")

Nevada

CASE NO. 01-12047: IN RE: APPLICATION OF CENTRAL TELEPHONE COMPANY - NEVADA d/b/a SPRINT OF NEVADA TO CONTINUE PARTICIPATION IN THE PLAN OF ALTERNATIVE REGULATION, INCLUDING A REQUEST TO INCREASE PRICES

DOCKET NO. 01-12047: IN RE APPLICATION OF CENTRAL TELEPHONE COMPANY - NEVADA D/B/A SPRINT OF NEVADA TO CONTINUE PARTICIPATION IN THE PLAN OF ALTERNATIVE REGULATION, INCLUDING A REQUEST TO INCREASE PRICES.

New Jersey

Docket No. TO01020095: IN THE MATTER OF THE APPLICATION OF VERIZON NEW JERSEY, INC. FOR APPROVAL (I) OF A NEW PLAN FOR AN ALTERNATIVE FORM OF REGULATION AND (II) TO RECLASSIFY MULTI-LINE RATE REGULATED BUSINESS SERVICES AS COMPETITIVE SERVICES, AND COMPLIANCE FILING

North Carolina

Docket No. P-100, SUB 119: IN THE MATTER OF: ASSIGNMENT OF N11 DIALING CODES.

Docket No. P-141, SUB 29: IN THE MATTER OF: PETITION OF MCI TELECOMMUNICATIONS CORPORATION FOR ARBITRATION OF INTERCONNECTION WITH BELL SOUTH TELECOMMUNICATIONS, INC.

Docket No. P-474, SUB 10: IN RE: PETITION OF MCIMETRO ACCESS TRANSMISSION SERVICES, LLC FOR ARBITRATION OF CERTAIN TERMS AND CONDITIONS OF PROPOSED AGREEMENT WITH BELL SOUTH TELECOMMUNICATIONS, INC. CONCERNING INTERCONNECTION AND RESALE UNDER THE TELECOMMUNICATIONS ACT OF 1996.

Ohio

Docket No. 01-1319-TP-ARB: IN THE MATTER OF MCIMETRO ACCESS TRANSMISSION SERVICES, LLC PETITION FOR ARBITRATION PURSUANT TO SECTION 252(b) OF THE TELECOMMUNICATIONS ACT OF 1996 TO ESTABLISH AN INTERCONNECTION AGREEMENT WITH AMERITECH OHIO.

Oklahoma

Consolidated Dockets PUD NO. 000237: IN THE MATTER OF THE APPLICATION OF SOUTHWESTERN BELL TELEPHONE COMPANY FOR AN ORDER APPROVING PROPOSED CHANGES AND ADDITIONS IN APPLICANTS' WIDE AREA TELECOMMUNICATIONS SERVICE PLAN TARIFF; and,

PUD NO. 000254: IN THE MATTER OF THE APPLICATION OF SOUTHWESTERN BELL TELEPHONE COMPANY FOR AN ORDER APPROVING PROPOSED ADDITIONS AND CHANGES IN APPLICANTS' ACCESS SERVICE TARIFF AND WIDE AREA TELECOMMUNICATIONS SERVICE PLAN TARIFF

Consolidated Dockets PUD NO.920001335: IN THE MATTER OF THE APPLICATION OF THE OKLAHOMA RURAL TELEPHONE COALITION, GTE SOUTHWEST, INC., ALLTEL OKLAHOMA, INC., AND OKLAHOMA ALLTEL, INC. FOR AN ORDER ADOPTING THE OKLAHOMA ALTERNATIVE SETTLEMENT PLAN; and

PUD NO.920001213: IN THE MATTER OF THE APPLICATION OF SOUTHWESTERN BELL TELEPHONE COMPANY FOR AN ORDER IMPLEMENTING TERMINATING ACCESS CHARGES IN LIEU OF INTRALATA TOLL AND SURCHARGE POOLS; and

PUD NO.940000051: IN RE: INQUIRY OF THE OKLAHOMA CORPORATION COMMISSION REGARDING WHETHER THE INTRALATA TOLL POOL AND SURCHARGE POOL SHOULD CONTINUE TO EXIST IN THE STATE OF OKLAHOMA

Oregon

Docket UN 1038: IN THE MATTER OF AN INVESTIGATION INTO ISSUES RELATED TO THE COMMISSION POLICY OF POSTING SERVICE QUALITY REPORTS TO ITS WEBSITE, PURSUANT TO ORS 756.510

South Carolina

Docket No. 92-606-C: IN RE: N11 SERVICE CODES.

Tennessee

Docket No.93-07799: IN RE: SHOW CAUSE PROCEEDING AGAINST CERTIFIED IXCS AND LECS TO PROVIDE TOLL FREE, COUNTY-WIDE CALLING.

Docket No.93-08793: IN RE: APPLICATION OF MCI METRO ACCESS TRANSMISSION SERVICES, INC. FOR AUTHORITY TO OFFER LOCAL EXCHANGE SERVICES WITHIN TENNESSEE.

Docket No.94-00184: INQUIRY FOR TELECOMMUNICATIONS RULEMAKING REGARDING COMPETITION IN THE LOCAL EXCHANGE.

Docket No.95-02499: UNIVERSAL SERVICE PROCEEDING, PART 1 - COST OF UNIVERSAL SERVICE AND CURRENT SOURCES OF UNIVERSAL SERVICE SUPPORT, AND PART 2 - ALTERNATIVE UNIVERSAL SERVICE SUPPORT MECHANISMS.

Docket No. 00-00309: PETITION OF MCIMETRO ACCESS SERVICES, LLC AND BROOKS FIBER COMMUNICATIONS OF TENNESSEE, INC. FOR ARBITRATION UNDER THE TELECOMMUNICATIONS ACT OF 1996

Texas

Docket 4992: APPLICATION OF GENERAL TELEPHONE COMPANY OF THE SOUTHWEST FOR A RATE/TARIFF REVISION.

Docket 5113: PETITION OF PUBLIC UTILITY COMMISSION FOR AN INQUIRY CONCERNING THE EFFECTS OF THE MODIFIED FINAL JUDGMENT AND THE ACCESS CHARGE ORDER UPON SW BELL AND THE INDEPENDENT TELEPHONE COMPANIES OF TEXAS (Phase II).

Docket 5610: APPLICATION OF GENERAL TELEPHONE COMPANY OF THE SOUTHWEST FOR A RATE INCREASE.

Docket 5800: APPLICATION OF AT&T COMMUNICATIONS FOR AUTHORITY TO IMPLEMENT "REACH OUT TEXAS."

Docket 5898; APPLICATION OF SAN ANGELO FOR REMOVAL OF THE EXTENDED AREA SERVICE CHARGE FROM GENERAL TELEPHONE COMPANY OF THE SOUTHWEST'S RATES IN SAN ANGELO, TEXAS.

Docket 5926: APPLICATION OF SOUTHWESTERN BELL TELEPHONE COMPANY TO ESTABLISH FEATURE GROUP "E" (FGE) ACCESS SERVICE FOR RADIO AND CELLULAR COMMON CARRIERS.

Docket 5954: INQUIRY OF THE PUBLIC UTILITY COMMISSION OF TEXAS INTO OFFERING EXTENDED AREA SERVICE IN THE CITY OF ROCKWALL.

- Docket 6095: APPLICATION OF AT&T COMMUNICATION FOR A RATE INCREASE.
- Docket 6200: PETITION OF SOUTHWESTERN BELL TELEPHONE COMPANY FOR AUTHORITY TO CHANGE RATES.
- Docket 6264: PETITION OF THE GENERAL COUNSEL FOR INITIATION OF AN EVIDENTIARY PROCEEDING TO ESTABLISH TELECOMMUNICATIONS SUBMARKETS.
- Docket 6501: APPLICATION OF VALLEY VIEW TELEPHONE COMPANY FOR AN AMENDMENT TO CERTIFICATE OF CONVENIENCE AND NECESSITY.
- Docket 6635: APPLICATION OF MUSTANG TELEPHONE COMPANY FOR AUTHORITY TO CHANGE RATES.
- Docket 6740: APPLICATION OF SOUTHWEST TEXAS TELEPHONE COMPANY FOR RATE INCREASE.
- Docket 6935: APPLICATION OF SOUTHWESTERN BELL TELEPHONE COMPANY TO INTRODUCE MICROLINK II- PACKET SWITCHING DIGITAL SERVICE.
- Docket 8730: INQUIRY OF THE GENERAL COUNSEL INTO THE MEET-POINT BILLING PRACTICES OF GTE SOUTHWEST, INC.
- Docket 8218: INQUIRY OF THE GENERAL COUNSEL INTO THE WATS PRORATE CREDIT.
- Docket 8585: INQUIRY OF THE GENERAL COUNSEL INTO THE REASONABLENESS OF THE RATES AND SERVICES OF SOUTHWESTERN BELL TELEPHONE COMPANY.
- Docket 10127: APPLICATION OF SOUTHWESTERN BELL TELEPHONE COMPANY TO REVISE SECTION 2 OF ITS INTRASTATE ACCESS SERVICE TARIFF.
- Docket 11441: PETITIONS OF INFODIAL, INC., AND OTHERS FOR ASSIGNMENT OF ABBREVIATED N11 DIALING CODES.
- Docket 11840: JOINT PETITION OF SOUTHWESTERN BELL TELEPHONE COMPANY AND GTE SOUTHWEST, INC. TO PROVIDE EXTENDED AREA SERVICE TO CERTAIN COMMUNITIES IN THE LOWER RIO GRANDE VALLEY.
- Docket 14447: PETITION OF MCI TELECOMMUNICATIONS CORPORATION FOR AN INVESTIGATION OF THE PRACTICES OF SOUTHWESTERN BELL TELEPHONE COMPANY REGARDING THE EXHAUSTION OF TELEPHONE NUMBERS IN THE 214 NUMBERING PLAN AREA AND REQUEST FOR A CEASE AND DESIST ORDER AGAINST SOUTHWESTERN BELL TELEPHONE COMPANY.

Dockets 14940 and 14943: APPLICATION OF SOUTHWESTERN BELL TELEPHONE COMPANY FOR INTERIM NUMBER PORTABILITY PURSUANT TO §3.455 OF THE PUBLIC UTILITY REGULATORY ACT; AND APPLICATION OF GTE SOUTHWEST, INC. AND CONTEL OF TEXAS, INC. FOR INTERIM NUMBER PORTABILITY PURSUANT TO §3.455 OF THE PUBLIC UTILITY REGULATORY ACT.

Docket 16251: INVESTIGATION OF SOUTHWESTERN BELL TELEPHONE COMPANY'S ENTRY INTO THE INTERLATA TELECOMMUNICATIONS MARKET.

Docket 16285: PETITION OF MCI TELECOMMUNICATIONS CORPORATION AND ITS AFFILIATE MCIMETRO ACCESS TRANSMISSION SERVICES, INC. FOR ARBITRATION AND REQUEST FOR MEDIATION UNDER THE FEDERAL TELECOMMUNICATIONS ACT OF 1996.

Docket 18117: COMPLAINT OF MCI TELECOMMUNICATIONS CORPORATION AND MCIMETRO ACCESS TRANSMISSION SERVICE, INC. AGAINST SWBT FOR VIOLATION OF COMMISSION ORDER IN DOCKET NOS. 16285 AND 17587 REGARDING PROVISIONING OF UNBUNDLED DEDICATED TRANSPORT.

Docket 19075: PETITION OF MCI TELECOMMUNICATIONS CORPORATION FOR ARBITRATION OF DIRECTORY ASSISTANCE LISTINGS ISSUES UNDER FEDERAL TELECOMMUNICATIONS ACT OF 1996.

Docket 21706: COMPLAINT OF MFS COMMUNICATIONS COMPANY, INC. AGAINST GTE SOUTHWEST, INCORPORATED REGARDING GTE'S NONPAYMENT OF RECIPROCAL COMPENSATION

Docket 21791: PETITION OF SOUTHWESTERN BELL TELEPHONE COMPANY FOR ARBITRATION WITH MCI WORLDCOM COMMUNICATIONS, INC. PURSUANT TO SECTION 252(B)(1) OF THE FEDERAL TELECOMMUNICATIONS ACT OF 1996.

Docket 21982: PROCEEDING TO EXAMINE RECIPROCAL COMPENSATION PURSUANT TO SECTION 252 OF THE FEDERAL TELECOMMUNICATIONS ACT OF 1996.

Dockets 22168/22469: PETITION OF IP COMMUNICATIONS CORPORATION TO ESTABLISH EXPEDITED PUBLIC UTILITY COMMISSION OF TEXAS OVERSIGHT CONCERNING LINE SHARING ISSUES; COMPLAINT OF COVAD COMMUNICATIONS COMPANY AND RHYTHMS LINKS, INC. AGAINST SOUTHWESTERN BELL TELEPHONE COMPANY AND GTE SOUTHWEST INC. FOR POST-INTERCONNECTION AGREEMENT DISPUTE RESOLUTION AND ARBITRATION UNDER THE TELECOMMUNICATIONS ACT OF 1996 REGARDING RATES, TERMS, CONDITIONS AND RELATED ARRANGEMENTS FOR LINE SHARING

Docket 24542: PETITION OF MCIMETRO ACCESS TRANSMISSION SERVICES LLC FOR ARBITRATION OF AN INTERCONNECTION AGREEMENT WITH SOUTHWESTERN BELL TELEPHONE COMPANY UNDER THE TELECOMMUNICATIONS ACT OF 1996

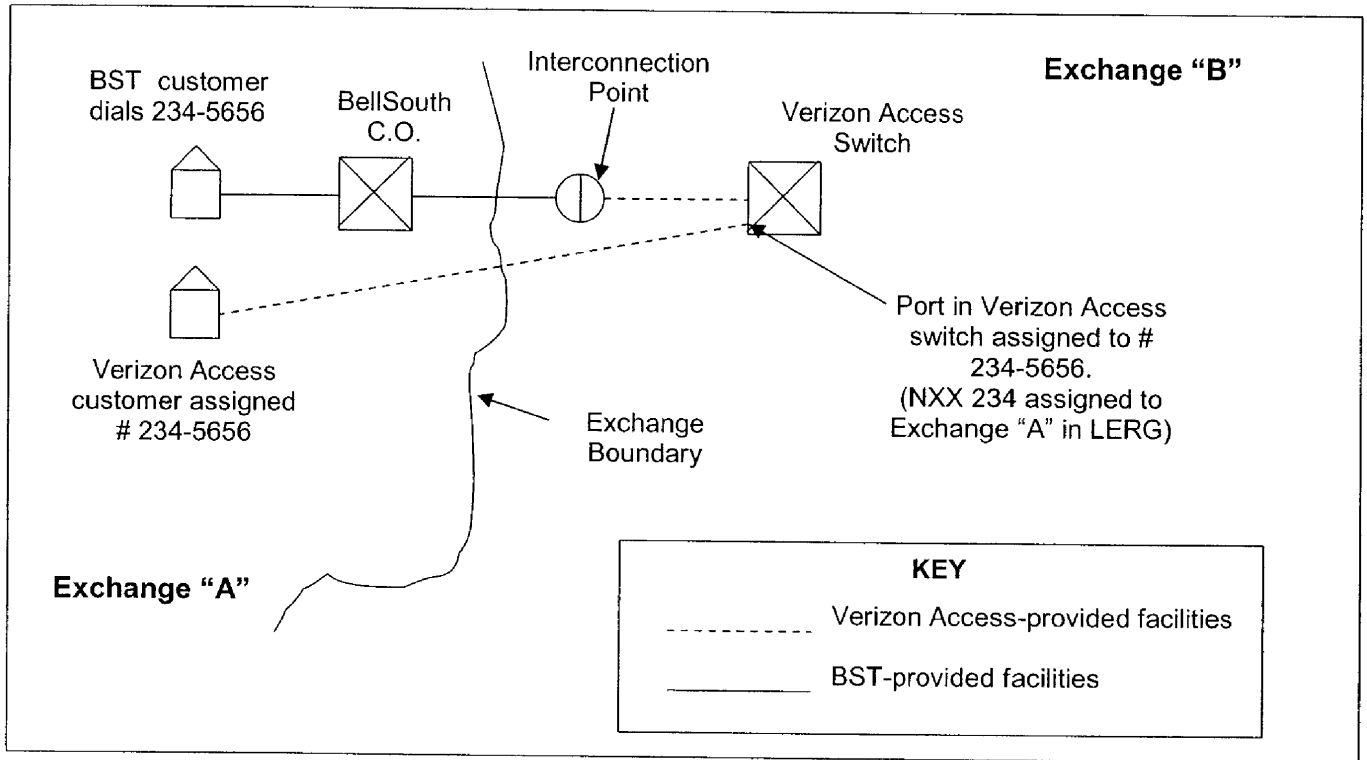
DOCKET 28821: ARBITRATION OF NON-COSTING ISSUES FOR SUCCESSOR INTERCONNECTION AGREEMENTS TO THE TEXAS 271 AGREEMENT

Washington

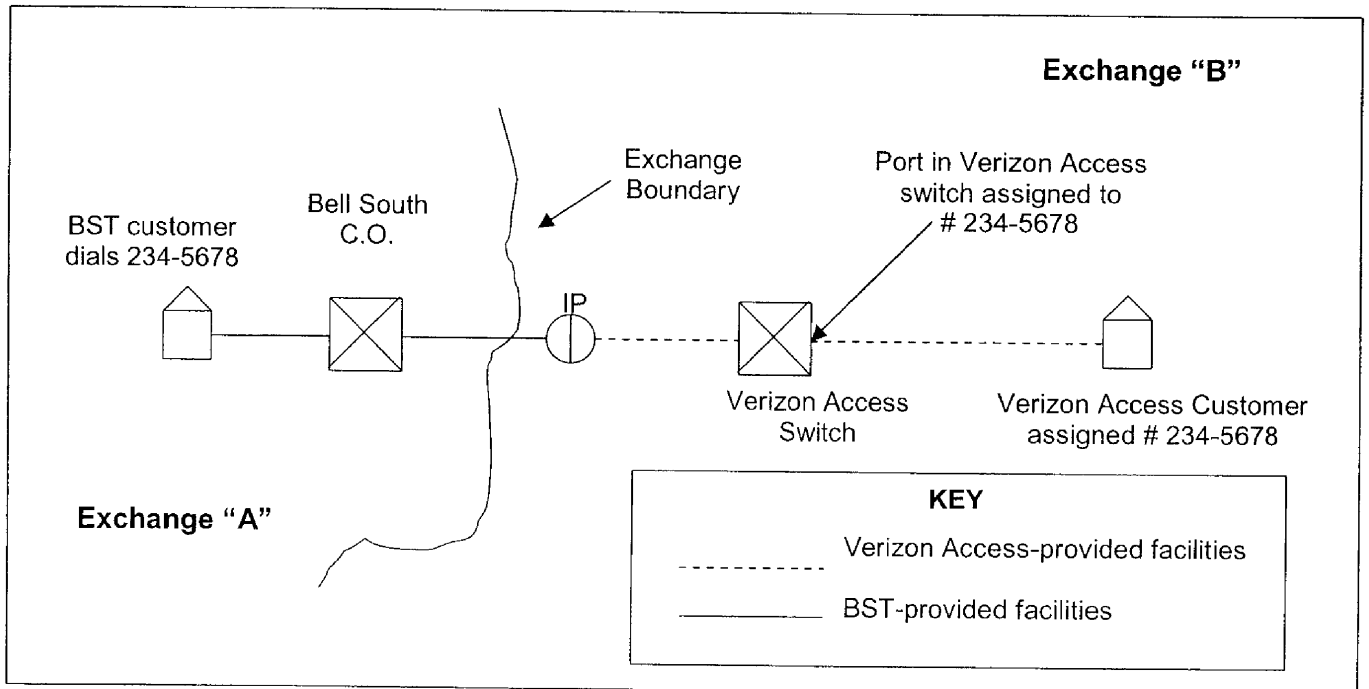
Docket No. UT-003022: IN THE MATTER OF THE INVESTIGATION INTO U S WEST COMMUNICATIONS, INC.'S COMPLIANCE WITH SECTION 271 OF THE TELECOMMUNICATIONS ACT OF 1996

DOCKET NO. UT-003013, Part D: IN THE MATTER OF THE CONTINUED COSTING AND PRICING OF UNBUNDLED NETWORK ELEMENTS, TRANSPORT, AND TERMINATION

Local Call Example: ILEC to CLEC



"vNXX" Call Example: ILEC to CLEC



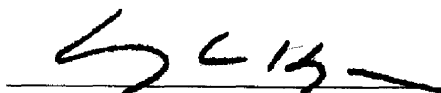
CERTIFICATE OF SERVICE

I hereby certify that copies of the Amended Supplemental Testimony of Don Price On Behalf of MCImetro Access Transmission Services, LLC d/b/a Verizon Access Transmission Services in Docket No. 050419-TP were sent via U.S. mail on April 11, 2006 to:

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