

ORIGINAL



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January 16, 2003

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. 011666-TP  
Petition by Global NAPS, Inc. for arbitration pursuant to 47 U.S.C. 252(b) of  
interconnection, rates, terms and conditions with Verizon Florida Inc.

Dear Ms. Bayo:

Please find enclosed an original and 15 copies of the Rebuttal Testimonies of Terry  
Haynes, Peter D'Amico and Kevin C. Collins on behalf of Verizon Florida Inc. for filing in  
the above matter. Service has been made as indicated on the Certificate of Service. If  
there are any questions regarding this matter, please contact me at (813) 483-2617.

Sincerely,

Kimberly Caswell

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Haynes  
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Collins  
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D'Amico  
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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that copies of the Rebuttal Testimonies of Terry Haynes, Peter D'Amico and Kevin C. Collins on behalf of Verizon Florida Inc. in Docket No. 011666-TP were sent via U.S. mail on January 16, 2003 to the following:

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Florida Public Service Commission  
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Tallahassee, FL 32399-0850

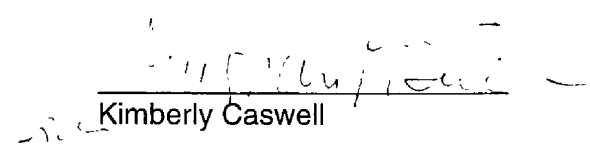
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\_\_\_\_\_  
Kimberly Caswell

**BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION**

Petition By Global NAPs, Inc. for )  
arbitration pursuant to 47 U.S.C. 252(b) of )  
interconnection rates, terms, and ) Docket No. 011666-TP  
conditions with Verizon Florida Inc. )

**REBUTTAL TESTIMONY  
OF TERRY HAYNES ON BEHALF OF  
VERIZON FLORIDA INC.**

**January 16, 2003**

DOCUMENT NUMBER 011666-TP

00503 JAN 16 8

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1 **Q. ARE YOU THE SAME TERRY HAYNES THAT OFFERED MAY 8,**  
2 **2002 DIRECT TESTIMONY AND DECEMBER 18, 2002**  
3 **SUPPLEMENTAL DIRECT TESTIMONY ON BEHALF OF VERIZON**  
4 **FLORIDA INC. (“VERIZON”)?**

5 A. Yes, and my education and background are described in my direct  
6 testimony.

7  
8 **Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

9 A. The purpose of my rebuttal testimony is to respond to the May 8, 2002  
10 direct testimony filed by Lee L. Selwyn, testifying on behalf of Global  
11 NAPs, Inc. (“Global”), as his testimony relates to Issues 4 (calling scope)  
12 and 5 (virtual NXX). Global witness Selwyn did not file any  
13 supplemental direct testimony on December 18, 2002.

14  
15 **Q. HAS DR. SELWYN PROVIDED ANY DETAIL REGARDING**  
16 **GLOBAL’S PROPOSAL TO BASE INTERCARRIER COMPENSATION**  
17 **ON THE CALLING AREA THE ORIGINATING CARRIER OFFERS ITS**  
18 **CUSTOMERS?**

19 A. No. Dr. Selwyn has provided no detail regarding the geographic area or  
20 areas Global will offer its retail customers and no basis on which to  
21 understand or implement Global's proposed originating carrier proposal.

22  
23 In support of Global’s calling area proposal, Dr. Selwyn merely (i) opines  
24 that carriers should be able to adopt local calling areas that differ from  
25 those of the ILEC (at page 54-55) and (ii) observes that the “definition of

1 local calling areas is fundamental to the 'virtual' NXX issue, because the  
2 only reason anyone would ever care about assigning a customer in one  
3 location a telephone number with an NXX code associated with another  
4 location -- that is, the 'virtual' NXX issue -- is if it matters that the  
5 customer is not in the local calling area associated with the assigned  
6 telephone number" (page 49).

7

8 **Q. HAS GLOBAL EXPLAINED IN ANY OTHER FILINGS IN THIS**  
9 **DOCKET HOW IT PROPOSES TO IMPLEMENT ITS ORIGINATING**  
10 **CALLER PROPOSAL?**

11 A. No. In its discovery responses, Global claimed that it is "impossible" to  
12 identify and describe the calling area (or areas) it intends to market in  
13 Florida (Response to Interrogatory No. 31), although it "intends to define  
14 wide local calling areas" to eliminate access on "intraLATA, perhaps  
15 even intrastate calls" (Response to Interrogatory No. 34). Something  
16 more than a vague allusion to an intent to avoid access charges to the  
17 greatest possible extent is necessary to implement Global's originating  
18 carrier scheme. For instance, there is no detail as to how Global will  
19 identify and update the calling area associated with the originating caller  
20 for intercarrier billing purposes, and it is not clear whether the originating  
21 carrier approach is supposed to operate on a carrier-specific or  
22 customer-specific basis. Global has provided no information to indicate  
23 how Verizon would be able to accurately bill Global for any traffic  
24 Verizon terminates for Global.

25

1 In short, Global has made no proposal for actually implementing its  
2 originating carrier approach, here or anywhere else. While it has  
3 presented its originating carrier proposal time and time again in  
4 arbitrations across the country, every Commission has rejected it (e.g.,  
5 commissions in California, Illinois, Massachusetts, New Hampshire,  
6 New York, Ohio, Rhode Island, and Vermont). Without a concrete  
7 proposal to consider, there is no basis for the Commission to adopt  
8 Global's proposal.

9

10 **Q. DO YOU AGREE WITH DR. SELWYN'S ASSERTION ON PAGE 54**  
11 **THAT ALECS SHOULD BE ABLE TO OFFER THEIR CUSTOMERS**  
12 **CALLING AREAS THAT DIFFER FROM VERIZON'S?**

13 A. Yes, and Verizon proposes no contract language that restricts Global's  
14 ability to offer any retail calling package it designs. Rather, Verizon  
15 maintains that Global should not be able to alter intercarrier  
16 compensation obligations by doing so.

17

18 **Q. DR. SELWYN IMPLIES THAT GLOBAL WILL NOT BE ABLE TO**  
19 **COMPETE IF IT CANNOT AVOID ACCESS CHARGES BY**  
20 **TRANSFORMING ALL TRAFFIC IT ORIGINATES TO VERIZON INTO**  
21 **RECIPROCAL COMPENSATION TRAFFIC (PAGES 54-55). DO YOU**  
22 **AGREE?**

23 A. No. Contrary to Dr. Selwyn's suggestion, the wireless and long distance  
24 markets to which Dr. Selwyn refers at pages 52-53 prove that carriers  
25 **can** successfully market a large variety of calling packages with varying

1 geographic scopes, minutes of use, and price plans (from usage  
2 sensitive to flat rate). This is true even though the wireless and long  
3 distance carriers must build into their retail pricing plans the cost of  
4 access payments to other carriers. Dr. Selwyn claims that wireless and  
5 long distance carriers have eliminated distance from their retail pricing,  
6 but he misses the point. Even with the flexibility they demonstrate in  
7 their retail pricing, the wireless and long distance carriers have not  
8 eliminated access payments from their intercarrier compensation  
9 obligations. Global must, likewise, build the cost of intercarrier  
10 compensation -- either access or reciprocal compensation depending on  
11 the end points of the traffic -- into the retail calling packages it offers.

12

13 **Q. DO YOU AGREE WITH DR. SELWYN THAT THE DEFINITION OF**  
14 **LOCAL CALLING AREAS IS FUNDAMENTAL TO THE VIRTUAL NXX**  
15 **ISSUE?**

16 A. No. Global's proposals relate to each other only in their common effect  
17 of allowing Global to step into the shoes of the Commission in deciding  
18 what traffic is subject to reciprocal compensation versus access  
19 charges. Global's originating carrier proposal allows Global to avoid  
20 paying access charges should it ever have customers who originate  
21 calls (outbound calls). According to Dr. Selwyn, under Global's  
22 originating carrier proposal, "[t]he problem is that in the case of incoming  
23 calls, the local calling area applicable to the *calling party* (who we can  
24 assume is most likely to be an ILEC customers) will necessarily govern  
25 the rate treatment for the call" (page 55). In other words, Global wishes

1 to establish the local calling area not just for its own customers, but for  
2 Verizon's customers, as well. To achieve this objective, Global proffers  
3 its virtual NXX proposal to allow Global's customers to receive toll-free  
4 calls from Verizon's customers (inbound calls), while at the same time  
5 relieving Global from paying Verizon access charges (and substituting  
6 much lower reciprocal compensation rates).

7  
8 In short, Global's virtual NXX and originating carrier proposals are  
9 independent proposals, although both have the common objective of  
10 avoiding access charges. As the Commission has already found,  
11 reciprocal compensation does not apply to virtual NXX calls as a legal  
12 matter, regardless of how the local calling area is defined. (Order No.  
13 PSC-02-1248-FOF-TP (*Order*) (Sept. 10, 2002) at 33-34.) In fact, the  
14 Commission has observed that "traffic that originates in one local calling  
15 area and terminates in another local calling area would be considered  
16 intrastate exchange access" (*Order* at 31) to which it would "seems  
17 reasonable to apply access charges" (*Order* at 32), and Verizon agrees.

18

19 **Q. DR. SELWYN DISCUSSES AT LENGTH (PAGES 33-46) HIS**  
20 **ASSERTION THAT THE IMPACT OF GLOBAL'S**  
21 **INTERCONNECTION PROPOSALS ON VERIZON WOULD BE "DE**  
22 **MINIMIS." IS THAT DISCUSSION HELPFUL IN RESOLVING THE**  
23 **CALLING SCOPE (ISSUE 4) AND VIRTUAL NXX (ISSUE 5) ISSUES?**

24 A. No. Although Dr. Selwyn does not directly apply his analysis of  
25 Verizon's transport costs to his discussion of the virtual NXX issue,



1 Global typically supports its virtual NXX proposal with reference to Dr.  
2 Selwyn's conclusion that Verizon's transport costs are "*de minimis*" and  
3 unaffected by the actual end points of the traffic at issue. In the context  
4 of this interconnection agreement, both of these intercarrier  
5 compensation disputes ultimately relate to drawing the line between  
6 traffic that is subject to reciprocal compensation and traffic that is not.  
7 As this Commission has observed, the proper application of a particular  
8 intercarrier compensation mechanism is not "based upon the costs  
9 incurred by a carrier in delivering a call, but rather upon the jurisdiction  
10 of a call as being either local or long distance" (*Order* at 30).

11

12 **Q. WHAT DO YOU KNOW ABOUT THE NATURE OF THE TRAFFIC**  
13 **VERIZON LIKELY WILL EXCHANGE WITH GLOBAL?**

14 A. As an initial matter, it is important to point out that Verizon and Global  
15 are not currently exchanging traffic in Florida. But, Verizon's history of  
16 exchanging traffic with Global in ten other states, as well as the  
17 developing characteristics of its Florida network and customers,  
18 provides a pretty clear picture of the type, and even the end points, of  
19 the traffic the parties will exchange.

20

21 In the ten states where the parties currently exchange traffic, the ratio of  
22 originating traffic exchanged through October, 2002 between the parties'  
23 respective affiliates was over 99% Verizon to less than 1% Global. In  
24 Global's January 7, 2003 responses to Verizon's discovery requests, it  
25 stated that "[m]ost traffic carried by Global is information access service

1 traffic" (Response to Interrogatory No. 22) and that it provides no dial-  
2 tone service to a Florida customer (Response to Interrogatory No. 32).  
3 Accordingly, the traffic ratio for Florida reasonably can be expected to  
4 mirror that of the other ten states where the parties exchange traffic. It  
5 is fair to conclude that for over 99% of the traffic the parties exchange,  
6 Verizon will originate the traffic, and thus, one end point will be in LATA  
7 952 (the "Tampa LATA"). Because Global admits that it terminates no  
8 traffic in the Tampa LATA (Response to Request for Admission No. 8), it  
9 also is fair to conclude that the other end point will be outside the Tampa  
10 LATA.

11

12 It is common for Global's customers to collocate at Global's switch  
13 locations (Responses to Request for Admission No. 17 and  
14 Interrogatory No. 24), making Global's switch locations very likely end  
15 points to the traffic Verizon sends it. Global has a switch in Miami, but  
16 not Tampa (Responses to Requests for Admission No. 16-17), and  
17 switch sites outside Florida include New York (NY), Reston (VA),  
18 Charlotte (NC), Atlanta (GA), Chicago (IL), Los Angeles (CA), and  
19 Quincy (MA) (Responses to Request for Admission Nos. 1-2).

20

21 Notwithstanding the interLATA, and even interstate, end points of the  
22 traffic, Dr. Selwyn suggests that the parties' agreement should transform  
23 all of it into reciprocal compensation (rather than access) traffic. Direct  
24 Testimony of Selwyn at 58, lines 6-8.

25

1 **Q. HOW DOES DR. SELWYN PROPOSE TO TRANSFORM INTERLATA,**  
2 **AND EVEN INTERSTATE, TRAFFIC INTO RECIPROCAL**  
3 **COMPENSATION TRAFFIC?**

4 A. Dr. Selwyn suggests that it would be appropriate for Verizon and Global  
5 to make intercarrier compensation entirely dependent on the assigned  
6 NPA-NXX codes.

7  
8 Global has obtained the following NPA/NXX codes in the Tampa LATA:  
9 813-393-xxxx, 863-788-xxxx, and 863-836-xxxx (Response to Request  
10 for Admission No. 13). Global either will or has assigned these Tampa  
11 NPA/NXX codes to customers outside the Tampa LATA (Responses to  
12 Requests for Admission Nos. 8, 16-17), referred to as "virtual" NXX  
13 assignments. Global's tariff reveals that it charges its customers \$550  
14 per month for blocks of 100 consecutive numbers (setting aside  
15 installation and other potential charges) for "Direct Inward Dialing" -- that  
16 is, the ability to receive calls that are toll free to Verizon's customer.  
17 According to Dr. Selwyn, when Verizon's customers in the Tampa LATA  
18 dial these "virtual" NXX assignments to make toll-free calls to Global's  
19 customers in Miami and outside Florida, Verizon should pay Global  
20 reciprocal compensation.

21  
22 **Q. PLEASE REVIEW WHY YOU DISAGREE WITH DR. SELWYN.**

23 A. As I noted earlier, it is not only Verizon that disagrees with Dr. Selwyn.  
24 This Commission has found that virtual NXX traffic is not subject to  
25 reciprocal compensation, along with many other Commissions, including

1 those in Georgia, Illinois, Maine, Massachusetts, Missouri, Ohio,  
2 Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, and  
3 Vermont. As I have more fully discussed in my direct and supplemental  
4 direct testimony, Dr. Selwyn's proposal departs from principles of  
5 intercarrier compensation in terms of the type of intercarrier  
6 compensation owed and the carrier that should pay it. The end points of  
7 the traffic span LATAs, making the traffic exchange access and exempt  
8 from reciprocal compensation as a legal matter. Verizon's counsel will  
9 explain this point more fully in the post-hearing brief. In addition, the  
10 fact that Global is the carrier providing its customers with a toll-free  
11 calling service, and charging its customers for it, makes Global the  
12 carrier that should pay Verizon the applicable intercarrier compensation.

13

14 **Q. DOES VERIZON PROPOSE TO PROHIBIT GLOBAL FROM**  
15 **OFFERING ITS CUSTOMERS VIRTUAL NXX ARRANGEMENTS, AS**  
16 **DR. SELWYN SUGGESTS AT PAGE 46 OF HIS DIRECT**  
17 **TESTIMONY?**

18 A. No. Verizon proposes no contract language that affects Global's ability  
19 to assign telephone numbers to its customers in any way that is  
20 consistent with regulatory requirements. Rather, Verizon wants to  
21 ensure that the parties' agreement does not require payment of  
22 reciprocal compensation for any interexchange traffic, including virtual  
23 NXX calls.

24

25 Although Verizon proposes no contract language restricting Global's use

1 of virtual NXX assignments, I am aware that some state commissions  
2 have curbed the ALEC practice of assigning NXX codes to customers  
3 not physically located in the rate center to which the NXX code  
4 corresponds. For example, the Pennsylvania Commission has required  
5 ALECs to assign its customers "telephone numbers with NXX codes that  
6 correspond to the rate centers in which the customers' premises are  
7 physically located." Opinion and Order, *Petition of Focal*  
8 *Communications Corp. of Pennsylvania for Arbitration Pursuant to*  
9 *Section 252(b) of the Telecommunications Act of 1996 to Establish an*  
10 *Interconnection Agreement with Bell Atlantic-Pennsylvania, Inc.*, Docket  
11 No. A-310630F0002, at 10-11 (Pa. PUC Jan. 29, 2001). The  
12 Pennsylvania Commission explained its rationale as follows:

13

14 [E]ach CLEC must comply with BA-PA's local calling  
15 areas. This is imperative to avoid customer confusion and  
16 to clearly and fairly prescribe the boundaries for the  
17 termination of a local call and the incurrence of a transport  
18 or termination charge, as opposed to termination of a toll  
19 call in which case an access charge would be assessed.

20

21 Order, *Application of MFS Intelenet of Pennsylvania, et al.*, Docket Nos.  
22 A-310203F0002, A-310213F0002, A-310236F002 and A-310258F0002,  
23 at 19 (Pa. PUC July 31, 1996).

24

25 To cite another example, on June 30, 2000, the Maine Public Utility

1 Commission ordered a CLEC, Brooks Fiber, to return 54 NXX codes  
2 which it was using in a “virtual NXX” capacity and rejected Brooks’  
3 proposed “virtual NXX” service. The Maine Commission found that  
4 Brooks had no facilities deployed in any of the locations to which the 54  
5 NXX codes were nominally assigned. As such, it rejected Brooks’  
6 arguments that it was using the codes to provide local service, and  
7 concluded that Brooks’ activities had “nothing to do with local  
8 competition.” *Investigation Into Use of Central Office Codes (NXXs) by*  
9 *New England Fiber Comm., LLC d/b/a Brooks Fiber, etc., Order*  
10 *Requiring Reclamation of NXX Codes and Disapproving Proposed*  
11 *Service*, Docket Nos. 98-758 & 99-593, at 13, Tab 1 (Maine PUC June  
12 30, 2000). The Maine Commission found that Brooks’ “extravagant” use  
13 of the 54 codes “solely for the rating of interexchange traffic” was  
14 patently unreasonable from the standpoint of number conservation. *Id.*  
15 at 16. The Maine Commission further observed that Brooks’ likely  
16 reason for attempting to implement an “FX-like” service, instead of a  
17 permissible 800 or equivalent service, was Brooks’ “hope that it might  
18 avoid paying Bell Atlantic for the interexchange transport service  
19 provided by Bell Atlantic.” *Id.* at 12.

20

21 **Q. DR. SELWYN DISCUSSES A COUPLE OF VERIZON’S TOLL-FREE**  
22 **CALLING SERVICES AT PAGES 46-57, AND 68-71. WHAT**  
23 **ASPECTS OF VERIZON’S TRADITIONAL FX AND 500-NUMBER**  
24 **SERVICES ARE RELEVANT TO GLOBAL’S PROPOSAL TO**  
25 **REQUIRE VERIZON TO PAY RECIPROCAL COMPENSATION WHEN**

1           **GLOBAL USES VERIZON'S NETWORK TO PROVIDE WHAT IT**  
2           **CLAIMS ARE COMPARABLE TOLL-FREE CALLING SERVICES?**

3    A.    As an initial matter, Verizon does not offer in Florida the 500-number  
4           service to which Dr. Selwyn refers. Notwithstanding, where it is offered,  
5           Verizon's 500-number service as well as its traditional FX service are  
6           consistent with the exception to the general rules of call rating and  
7           intercarrier compensation. That is, these toll-free calling services allow  
8           a traditional FX or 500-number customer to relieve calling parties from  
9           otherwise applicable toll charges. In this respect, Verizon's FX and 500-  
10          number services are like Global's proposed virtual NXX service.  
11          Verizon's FX and 500-number services also shift to the *called* party the  
12          responsibility for providing the telecommunications provider  
13          compensation for the call. Again, in this respect, Verizon's traditional FX  
14          and 500-number services are like Global's proposed virtual NXX,  
15          because it is Global's virtual NXX customer that pays Global for the call.  
16          The comparison breaks down when one begins to consider intercarrier  
17          compensation questions. The carrier charging the retail customer for  
18          the service -- in this case, the toll-free calling service -- is the carrier that  
19          must pay intercarrier compensation for use of the other carrier's network  
20          in providing the service.

21  
22          For traditional FX service, Verizon primarily uses its own network to  
23          provide FX service. To the extent that another carrier's customer  
24          originates a call to a Verizon FX customer, Verizon agrees, consistent  
25          with its position here, that it should not charge the other carrier

1 reciprocal compensation to terminate the call. For a 500-number  
2 service, Verizon exclusively uses its own network, so there is no issue  
3 regarding what Verizon should charge or pay to another carrier. Unlike  
4 Verizon's FX and 500-number services, Global primarily relies upon  
5 Verizon's transport network to provide Global's customer the toll-free  
6 calling service. Thus, unlike traditional FX and 500-number services,  
7 the intercarrier compensation question is paramount. Because Global is  
8 charging the retail customer for the toll-free calling service, it is Global  
9 that must pay Verizon for use of Verizon's network in providing the  
10 service--not the other way around.

11

12 Dr. Selwyn does not dispute that the end points of the virtual NXX traffic  
13 are in different calling areas. See Selwyn Direct Testimony at page 49  
14 ("The definition of local calling areas is fundamental to the "virtual" NXX  
15 issue, because the only reason anyone would ever care about assigning  
16 a customer in one location a telephone number with an NXX code  
17 associated with another location -- that is, the "virtual" NXX issue -- is if  
18 it matters that the customer is not in the local calling area associated  
19 with the assigned telephone number."). Because Global's proposed  
20 virtual NXX traffic is interexchange traffic, it is not subject to reciprocal  
21 compensation. Dr. Selwyn entirely ignores this simple concept when he  
22 focuses only on how Verizon uses its own network to provide a toll-free  
23 calling service to Verizon's customers.

24

25



1 Q. AT PAGES 48-53, DR. SELWYN SUGGESTS THAT THE  
2 "LOCAL/TOLL RATING DISTINCTION" IS OUTDATED. IS HE  
3 CORRECT?

4 A. He is not correct. The Commission's "local/toll" distinction remains the  
5 backbone of the Commission's universal service policy, as I discussed  
6 in my supplemental direct testimony, and as the Commission recently  
7 acknowledged when it rejected costs as the basis for proper application  
8 of a particular intercarrier compensation mechanism. (*Order* at 30.)  
9 Although Dr. Selwyn discusses "distance" as an outdated factor in retail  
10 and intercarrier pricing, he entirely ignores the role of implicit support for  
11 universal service.

12

13 Q. DR. SELWYN CLAIMS ON PAGES 58, 66-68 THAT WHEN ITS  
14 VIRTUAL NXX ASSIGNMENTS CAUSE VERIZON TO LOSE TOLL  
15 REVENUE IT WOULD OTHERWISE COLLECT FROM VERIZON END  
16 USERS, VERIZON HAS SUFFERED A COMPETITIVE LOSS OF  
17 BUSINESS. IS THAT A FAIR CHARACTERIZATION?

18 A. No. When Global assigns to a "non-local" Global customer a phone  
19 number that "looks local" to Verizon's end users, Global tricks Verizon's  
20 billing system into forgoing an otherwise applicable toll charge to  
21 *Verizon's* end users. Global has not taken a *Verizon* customer or sold  
22 any service to a *Verizon* customer. Thus, Global cannot characterize  
23 this as a "competitive loss" to Verizon, especially when it is Verizon's  
24 network that Global is using to provide a *Global* customer with the  
25 ability to receive toll-free calling from Verizon customers. Global's

1           alleged creative strategy is simply an attempt to game the intercarrier  
2           compensation system in a way that Global hopes will force Verizon to  
3           provide all the transport for free, prevent Verizon from charging its  
4           customer, and allow Global to charge **both** its customer and Verizon.

5

6           Dr. Selwyn, moreover, attempts to characterize Verizon's loss of toll  
7           revenue as an "opportunity cost." This characterization is equally  
8           flawed. Dr. Selwyn suggests that when Verizon provides Global a  
9           service, it may forego revenue for services it otherwise would have  
10          provided its own retail end users. When Verizon provides Global  
11          service in connection with Global's virtual NXX assignments, however,  
12          Global does not propose to **pay** Verizon at all. Rather, Global proposes  
13          to **charge** Verizon reciprocal compensation. Under Global's theory,  
14          Verizon should pay Global for the "opportunity" to forego toll revenues.

15

16   **Q.    DOES THIS CONCLUDE YOUR SUPPLEMENTAL TESTIMONY?**

17   A.    Yes it does.

18

19

20

21

22

23

24

25