

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of MCImetro Access Transmission)
Services LLC d/b/a Verizon Access Transmission)
Services for arbitration of disputes arising from)
negotiation of interconnection agreement with)
Embarq Florida, Inc.)
_____)

Docket No. 060767-TP

AMENDED DIRECT TESTIMONY OF DON PRICE
ON BEHALF OF VERIZON ACCESS TRANSMISSION SERVICES

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1 **I. INTRODUCTION**

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

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

5

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

7 A. I am a Director – State Regulatory Policy in the Verizon Business
8 Regulatory and Litigation Department. Verizon Business targets its
9 services primarily to large business and government customers.
10 MCImetro Access Transmission Services LLC, which is part of Verizon
11 Business, is doing business in Florida as Verizon Access Transmission
12 Services (“Verizon Access”). I am testifying here on behalf of Verizon
13 Access.

14

15 **Q. WHAT IS YOUR PROFESSIONAL EXPERIENCE AND**
16 **EDUCATIONAL BACKGROUND?**

17 A. I have more than 27 years experience in telecommunications, the vast
18 majority of which is in the public policy area. I worked for the former
19 GTE Southwest in the early 1980s, then moved to the Texas Public
20 Utilities Commission in 1984. There, I acted as a Commission witness
21 on rate-setting and policy issues. In 1986, I became Manager of Rates
22 and Tariffs, and was responsible for Staff analyses of rate design and
23 tariff policy issues in all telecommunications proceedings before the
24 Commission. I was hired by MCI in 1986, where I spent 19 years in jobs
25 focused on public policy issues relating to competition in

1 telecommunications markets, including coordination of positions in
2 interconnection agreement negotiations.

3

4 With the close of the Verizon/MCI merger in January 2006, I assumed
5 my current position as Director – State Regulatory Policy for Verizon
6 Business. I work with various corporate departments, including those
7 involved with product development and network engineering, to develop
8 and coordinate policies permitting Verizon Business to offer enterprise
9 and wholesale products to meet customer demands.

10

11 During my career, I have testified before state regulators in at least 22
12 states on a wide range of issues in many types of proceedings, including
13 interconnection agreement arbitrations with local exchange carriers. I
14 earned Master's and Bachelor's degrees in sociology from the University
15 of Texas at Arlington in 1978 and 1977, respectively.

16

17 **Q. WHAT IS THE PURPOSE OF YOUR DIRECT TESTIMONY?**

18 A. I will explain Verizon Access's positions on the issues still in dispute
19 between Verizon Access and Embarq Florida Inc. ("Embarq") with
20 respect to their negotiation of a new interconnection agreement ("ICA").
21 The parties have worked hard to settle most of their disputes, so only
22 three issues remain for Commission resolution.

23

24 **II. VERIZON'S ACCESS'S POSITIONS ON THE ISSUES**

25 **ISSUE 1: WHAT COMPENSATION SHOULD APPLY TO VIRTUAL**

1 **NXX TRAFFIC UNDER THE INTERCONNECTION AGREEMENT?**
2 **(ICA § 55.4)**

3

4 **Q. WHAT IS THE NATURE OF THE PARTIES' DISPUTE ABOUT**
5 **COMPENSATION FOR VIRTUAL NXX ("VNXX") TRAFFIC?**

6 A. The parties' differences revolve around two questions: which entity is
7 entitled to compensation for handling vNXX traffic and what rate should
8 apply?

9

10 **Q. WHAT IS VNXX TRAFFIC AND WHY IS IT DIFFERENT FROM**
11 **OTHER TYPES OF TRAFFIC THAT THE PARTIES EXCHANGE?**

12 A. To understand this issue, it is helpful to first compare the legacy
13 incumbent local exchange carrier ("ILEC") networks and Verizon
14 Access's competitive local exchange carrier ("CLEC") network.

15

16 Because of their long histories in operating telephone networks, the
17 ILECs' network design remains essentially the same as it was in the first
18 half of the 20th century. That basic design consists of a hub-and-spoke
19 architecture with a switch located centrally in each exchange. The
20 switch in each exchange provides dial-tone service to customers within
21 that relatively small geographic area, and customers in the area share
22 the same NPA/NXX – *e.g.*, 305-372 – as the first part of each unique 10-
23 digit telephone number. In short, the phone numbers in that area are
24 typically assigned from the same NPA/NXX. An ILEC such as Embarq
25 that serves large geographic areas would in this manner have many

1 exchanges (also sometimes known as rate centers), with a switch in
2 each exchange, and with each switch containing only those few
3 NPA/NXXs required for number assignments within that exchange.

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

18
19 Telecommunications traffic arrives at the correct destination on the basis
20 of industry-standard, regularly published routing rules -- the Local
21 Exchange Routing Guide ("LERG") -- that must be honored by all
22 carriers: local exchange, wireless, and interexchange. For any carrier
23 to receive traffic from another carrier, at least one NPA/NXX code must
24 be "activated" in the LERG for a specific geographic area. For purposes
25 of the LERG, the relevant geographic areas are "rate centers," as

1 defined by the ILECs' state-approved tariffs and by reference to the
2 ILECs' service territories.

3

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

10

11 **Q. CAN YOU PROVIDE A FLORIDA EXAMPLE?**

12 A. Yes. The LERG contains information for Embarq's Tallahassee, Florida
13 service territory that designates the appropriate switch(es) in the
14 Embarq network to which a call should be sent so it can be delivered in
15 Tallahassee. For incoming calls from interexchange carriers, that
16 designation likely would be an access tandem (also known as a toll
17 tandem) somewhere in the LATA. For calls from another local
18 exchange carrier (including a CLEC), the designation would perhaps be
19 a local tandem in the vicinity. In either case, the call would be handed
20 from the Embarq tandem to Embarq's local central office serving the
21 called party in Tallahassee.¹

22

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

¹ This description is somewhat generic, as other interconnection and routing architectures exist. For example, interexchange carriers or CLECs would not utilize a tandem where they have implemented direct trunking arrangements to an Embarq end office, and in those situations would hand off traffic at the Embarq end office.

1 LERG also identifies the appropriate Verizon Access switch for delivery
2 of a call in the same Tallahassee, Florida rate center. As noted above,
3 the LERG identification is based on assignments by the respective
4 carriers, rather than where the switches are located, especially for non-
5 legacy CLEC networks, like Verizon Access's. As a result, the Verizon
6 Access switch serving Tallahassee may well be located elsewhere (for
7 example, Jacksonville). The location of the CLEC switch in another
8 LATA (or even another state) has no direct bearing on where traffic is
9 delivered to the CLEC. In the example, that point will always be in
10 Tallahassee.

11

12 **Q. WITH THIS BACKGROUND INFORMATION, COULD YOU PROVIDE**
13 **AN ILLUSTRATION TO HELP EXPLAIN THE OPPOSING VIEWS ON**
14 **COMPENSATION?**

15 A. Yes. Attached as Exhibits DP-1 and DP-2 are two diagrams
16 representing two call situations. The comparison and contrast between
17 the two scenarios highlights the traditional views of ILECs and CLECs
18 on compensation for VNXX calls. For the sake of simplicity, the
19 diagrams do not attempt to replicate the full scope of the services areas
20 over which the ILEC and CLEC, given the differences in their networks,
21 must haul traffic from their respective customers to reach the point at
22 which the carriers' networks are interconnected.

23

24 **Q. HOW ARE THE TWO SCENARIOS SIMILAR?**

25 A. In both scenarios, the calls from the Embarq customer to the Verizon

1 Access customer are handled by both carriers in the same manner. In
2 both cases, Embarq's switch routes its customer's call to interconnection
3 trunks with Verizon Access, and Embarq hands the call off to Verizon
4 Access at the point of interconnection point ("POI"). And in both
5 scenarios, when Verizon Access recognizes the incoming call from
6 Embarq's customer, it switches that call to the appropriate facility for
7 termination to its customer. Note that the LERG assignment of the 234
8 NXX by Verizon Access is for Embarq's Exchange "A" rate center.

9

10 **Q. HOW ARE THE TWO SCENARIOS DIFFERENT?**

11 A. The location of the Verizon Access customer is the only difference. In
12 the "Local Call Example" scenario (Exhibit DP-1), both the Embarq and
13 the Verizon Access customers are in Exchange "A." In the "VNXX Call
14 Example" scenario (Exhibit DP-2), however, the Verizon Access
15 customer is no longer in the same exchange as the Embarq customer.
16 In both scenarios, the Point of Interconnection to which each carrier
17 must bring its traffic is the same. The term "virtual NXX" or "VNXX"
18 applies to this second situation in which the Verizon Access customer in
19 Exchange B (as defined by Embarq) has been assigned a telephone
20 number (NXX) associated with a rate center in Exchange A. This
21 difference between the two scenarios is at the root of the industry's
22 policy dispute about VNXX compensation.

23

24 **Q. USING YOUR ILLUSTRATIONS, PLEASE SUMMARIZE THE**
25 **TRADITIONAL OPPOSING VIEWS OF CLECS AND ILECS ON VNXX**

1 **COMPENSATION.**

2 A. The traditional CLEC perspective is that VNXX calls are local, so the
3 CLEC should receive reciprocal compensation for terminating them.
4 This view derives from two basic points. First, the CLEC's LERG
5 assignment for the NXX – 234 in the illustrations – was made for the
6 Exchange "A" rate center, and calls to numbers assigned to the same
7 rate center are typically rated as "local" for retail billing to the calling
8 party. Second, because these calls are rated as local by virtue of the
9 number the CLEC has assigned to its customer, CLECs typically take
10 the position that they should receive the compensation applicable to
11 local calls – that is, reciprocal compensation – for the functions they
12 provide in terminating traffic from the ILEC's customer.

13
14 The traditional ILEC perspective arises from its historical position as a
15 provider of exchange access services to interexchange carriers. In the
16 exchange access arena, ILECs recover their costs through access
17 charges for the functions they provide to originate jurisdictionally
18 interexchange "toll" calls, so they contend that that access charges
19 should also apply to interexchange VNXX calls. ILECs have also
20 expressed concern that VNXX traffic may increase the amount of traffic
21 for which the ILEC is providing a substantial amount of transport,
22 especially if the CLEC has only a single point of interconnection in the
23 LATA. Embarq's position statement reflects this customary ILEC view
24 that compensation should be determined by reference to the physical
25 endpoints of a call. (Embarq's Response to Verizon Access's Petition

1 for Arbitration, Att. A, at 1.)

2

3 The customary ILEC and CLEC positions are, therefore, diametrically
4 opposed. The ILEC position is that it is providing an originating
5 exchange access function, so it should be compensated according to its
6 switched access tariffs. The CLEC perspective is that it is terminating
7 "local" traffic originated by another LEC, so it should receive reciprocal
8 compensation. The dispute is further complicated by fact that the
9 overwhelming majority of VNXX traffic is not voice, but dial-up Internet
10 traffic (that is, Internet service providers have been assigned most of the
11 VNXX telephone numbers). The ILECs' customers are dialing these
12 virtual NXX numbers with their computer modems for purposes of
13 accessing Internet service providers such as America Online, Microsoft
14 Networks, Earthlink and others.

15

16 **Q. HAS THE FCC ATTEMPTED TO ADDRESS INTERCARRIER**
17 **COMPENSATION FOR VNXX TRAFFIC?**

18 A. Yes. The FCC has attempted to clarify applicable law regarding
19 intercarrier compensation, but disputes nonetheless frequently have
20 been brought before the states – often, as here, in the form of a request
21 for arbitration. Recognizing this reality, the FCC has expressed its
22 intention to decide the issue of VNXX compensation in its ongoing
23 Intercarrier Compensation Rulemaking. (*See Developing a United*
24 *Intercarrier Compensation Regime*, Notice of Proposed Rulemaking, CC
25 Docket No. 01-92 (April 27, 2001) and Further Notice of Proposed

1 Rulemaking (March 3, 2005.) Therefore, any solution reached in this
2 arbitration should be interim pending nationwide action by the FCC; the
3 interconnection agreement should require rapid implementation of any
4 new national intercarrier compensation program following its adoption by
5 the FCC.

6

7 **Q. HOW SHOULD THE VNXX COMPENSATION ISSUE BE**
8 **ADDRESSED IN THE MEANTIME?**

9 A. VNXX compensation should be addressed through market-based
10 solutions, rather than by resort to the usual, polarized win-lose paradigm
11 of regulatory decision-making. This is the industry trend and, in fact, the
12 Commission recently approved the same VNXX compensation
13 arrangement for Verizon Access and BellSouth that Verizon Access is
14 proposing here.

15

16 Under this arrangement, if the parties have at least one point of
17 interconnection ("POI") for the exchange of traffic in each ILEC tandem
18 serving area where the CLEC assigns telephone numbers to its
19 customers, the rate for VNXX traffic delivered to Internet service
20 providers is \$.0007 per minute of use (which is the FCC's default rate for
21 ISP-bound traffic that an originating carrier hands off to another carrier
22 for delivery to an ISP in that same local calling area.) (Verizon's
23 proposed § 55.4.2.) In LATAs where the parties do not have a POI in
24 each of the ILEC's tandem serving areas, VNXX traffic (including voice,
25 as well as ISP-bound, although Verizon Access does not expect to have

1 any voice VNXX traffic) is exchanged on a bill-and-keep basis.
2 (Verizon's proposed § 55.4.3.)

3

4 This compromise solution is similar to the approaches to which a
5 number of large ILECs and CLECs (including Sprint) have agreed in the
6 absence of regulatory intervention. For instance, Verizon Access (and
7 other CLECs) negotiated and implemented such region-wide
8 agreements with SBC (prior to the January 2005 announcement of
9 SBC's merger with AT&T) and with the Verizon ILECs (before the
10 February 2005 announcement of the Verizon/MCI merger). The Verizon
11 ILECs, likewise, negotiated intercarrier compensation agreements with
12 AT&T (before its merger with SBC) and Level 3, and a number of
13 carriers, including Sprint, have adopted these negotiated agreements.
14 Although these agreements differ in their specifics, each includes a
15 fundamental trade-off under which the CLEC receives compensation
16 for handling VNXX calls originated by the ILEC, in exchange for the
17 CLEC's commitment to accept greater responsibility for transporting
18 the traffic from the ILEC's originating end office. These multi-state
19 agreements avoid the uncertainty of disparate, state-specific outcomes
20 that may result from litigation; they eliminate billing and invoicing
21 problems for multi-state carriers; and they allow parties to
22 appropriately weigh their own business interests.

23

24 Although Embarq has not agreed to this approach thus far, Verizon
25 Access remains willing to accept it if the Commission wishes to adopt it

1 as an interim resolution of the VNXX compensation issue until it is
2 settled by the FCC. Verizon Access's compromise position--a
3 significant departure from the typical CLEC litigation position--
4 appropriately balances the parties' respective interests, in keeping with
5 the trend toward market-based resolution of an otherwise thorny
6 regulatory problem by sophisticated adversaries.

7

8 **ISSUE 4: WHEN THE PARTIES EXCHANGE TRAFFIC VIA**
9 **INDIRECT CONNECTION, IF VERIZON ACCESS HAS NOT**
10 **ESTABLISHED DIRECT END OFFICE TRUNKING SIXTY DAYS**
11 **AFTER REACHING A DS1 LEVEL, SHOULD VERIZON BE**
12 **REQUIRED TO REIMBURSE EMBARQ FOR ANY TRANSIT**
13 **CHARGES BILLED BY AN INTERMEDIARY CARRIER FOR LOCAL**
14 **TRAFFIC OR ISP-BOUND TRAFFIC ORIGINATED BY EMBARQ?**

15

16 **Q. WOULD YOU EXPLAIN THE DIFFERENCE BETWEEN INDIRECT**
17 **CONNECTION AND DIRECT CONNECTION?**

18 A. Yes. Two carriers may agree to directly interconnect their networks, so
19 that traffic from one carrier's network is passed directly to the other
20 carrier's network for termination to its customer, and vice versa. Such
21 direct interconnections are efficient from a traffic engineering
22 perspective when a large volume of traffic is exchanged between the
23 two networks. When the traffic volumes are low, however, direct
24 interconnections may not be efficient. In such instances, the carriers
25 typically exchange traffic via a third party network with which both

1 carriers are directly connected. For example, some Embarq exchanges
2 in Florida may be connected with a BellSouth (now AT&T) tandem that
3 also connects various BellSouth exchanges. In that example, because
4 both Verizon Access and Embarq are already connected to that
5 BellSouth tandem, they can exchange traffic over the "indirect
6 connection" between their networks via the Bellsouth tandem. The
7 BellSouth tandem in this example is providing what is called a "transit"
8 function, because no BellSouth customer is involved on either the
9 originating or terminating end of the call.

10

11 In contrast to indirect interconnection through a transiting carrier
12 (BellSouth in the example), direct connection would occur if Verizon
13 Access established a trunk group connecting directly with Embarq's
14 exchange(s), so that traffic would no longer be exchanged via the
15 transiting carrier's tandem.

16

17 **Q. WHAT IS THE PARTIES' DISPUTE WITH RESPECT TO ISSUE 4?**

18 A. Under the industry-standard arrangement, the transiting carrier typically
19 bills the originating carrier (*e.g.*, Verizon Access) for transiting the
20 originating carrier's traffic to another carrier (*e.g.*, Embarq). The agreed-
21 upon language for section 61.2.4 of the ICA explicitly recognizes this
22 arrangement ("each originating Party is responsible for the payment of
23 transit charges assessed on the originating Party by the transiting
24 party.") Embarq, however, would change this customary arrangement if
25 a direct connection is not established within sixty days after indirect

1 traffic reaches a DS-1 level. In that case, Embarq would require Verizon
2 Access to pay all transiting charges, even those the transiting carrier
3 charges Embarq for **handling *Embarq's own originating traffic***. If
4 Embarq's proposal is accepted, Verizon Access will, therefore, end up
5 paying transit in ***both*** directions (to the third party for Verizon Access's
6 originating traffic and to Embarq for Verizon Access's terminating traffic).
7 The Commission should reject this extreme and patently unfair proposal.

8

9 **Q. WHAT IS WRONG WITH EMBARQ'S PROPOSAL?**

10 A. There are a number of problems with Embarq's proposed addition to
11 section 61.2.4.

12

13 First, while I am not a lawyer, I understand that Embarq's proposal to
14 require Verizon Access to pay third-party transit charges on Embarq's
15 traffic may be contrary to FCC restrictions on the extent to which a LEC
16 may charge other carriers for traffic originating on the LEC's network.
17 *See* 47 C.F.R. § 51.703(b).

18

19 Second, Embarq's proposal is unnecessary because Verizon Access
20 has already agreed (in section 61.1.5) to establish a direct connection
21 with Embarq once transit traffic exceeds a DS1 level.

22

23 Third, Embarq's language incorrectly assumes that Verizon Access
24 alone controls the timeframe for establishment of a direct end office
25 trunk ("DEOT") group. As Embarq should know, engineering and

1 installation of a DEOT between carriers is necessarily a joint
2 undertaking, so one Party alone cannot control the process. For
3 instance, if Embarq's network has no spare transmission capacity over
4 which direct trunks can be configured, Embarq's facilities will require
5 augmentation before direct trunking can occur. The length of time
6 required for Embarq to complete that augment is solely within Embarq's
7 control. If the augment takes more than 60 days, it would be
8 patently unreasonable to require Verizon Access to pay Embarq's
9 transit bills, as Embarq proposes.

10

11 Fourth, Embarq's language ignores the possibility that the DS1
12 threshold could be triggered in a given month, only to be followed by
13 subsequent months where traffic does not reach the threshold. In the
14 case of a temporary spike in traffic that does not represent a trend, it
15 would likely be to both parties' advantage to continue with indirect
16 trunking. Embarq's overly categorical language would not take account
17 of such events.

18

19 **Q. IS THERE ANY PUBLIC POLICY RATIONALE FOR EMBARQ'S**
20 **POSITION?**

21 A. No. The effect and likely intent of Embarq's language is to shift its
22 expenses to its competitor, which is obviously an anticompetitive result.
23 If Embarq believes Verizon Access has violated the contract by taking
24 too long to do its part to establish direct interconnection, it can seek
25 recourse under the usual dispute resolution provisions of the

1 Agreement. There is no reason to carve out an exception for
2 establishment of direct trunking in these circumstances, and the
3 Commission should reject Embarq's proposed language that would do
4 so.

5

6 **ISSUE 5: WHAT RATE SHOULD APPLY TO TRANSIT TRAFFIC**
7 **UNDER THE PARTIES' INTERCONNECTION AGREEMENT?**

8

9 **Q. WHAT IS TRANSIT TRAFFIC?**

10 A. Transit traffic is traffic that originates on one party's network, passes
11 through the other party's network, and terminates to a third-party carrier
12 (or that originates on a third-party carrier's network, transits through a
13 party's network, and terminates to the other party's network). ICA, §
14 1.112. Transit service is the delivery of such transit traffic. *Id.* § 1.111.

15

16 Transit service allows smaller carriers, most of which are already
17 connected to the carrier serving most of the customers in the area (here,
18 Embarq), to connect indirectly through that predominant carrier's
19 network to exchange calls with each other, rather than having to
20 establish direct connections to handle relatively small volumes of traffic
21 between their networks.

22

23 **Q. HAVE THE PARTIES NEGOTIATED LANGUAGE REQUIRING**
24 **EMBARQ TO PROVIDE TRANSIT SERVICE TO VERIZON ACCESS**
25 **UNDER THE ICA?**

1 A. Yes. The agreed-upon language in section 68.2 specifies that Embarq
2 will provide transit service allowing Verizon Access's end users to
3 connect to local end users of other carriers. The parties disagree,
4 however, about the rate that Embarq should charge Verizon Access for
5 transit service under the ICA.

6

7 **Q. WHAT ARE THE PARTIES' RESPECTIVE RATE PROPOSALS?**

8 A. In the absence of an acceptable proposal from Embarq, Verizon Access
9 has proposed a rate of \$0.002867 (that is, the sum of the common
10 transport and tandem switching rate elements the Commission
11 approved for Embarq for reciprocal compensation purposes). Embarq
12 proposes a new transit rate of \$0.005, almost double the existing transit
13 rate.

14

15 **Q. WHY SHOULD THE COMMISSION REJECT EMBARQ'S PROPOSED**
16 **TRANSIT RATE?**

17 A. Having agreed to negotiate and arbitrate the transit rate, Embarq
18 cannot claim that the Commission must approve any rate Embarq
19 proposes. The available reference points demonstrate that Embarq's
20 proposed rate of \$0.005 is unreasonably high. Aside from the existing
21 rate of \$0.002867 noted above, the Commission might look to (1) the
22 analogous Embarq interstate rate of \$0.002052; (2) the transit rates
23 Verizon Access recently negotiated with BellSouth here in Florida and
24 elsewhere—that is, \$0.0015 in 2007, \$0.0020 in 2008, and \$0.0025
25 thereafter; and (3) the \$0.002071 transit rate in the existing Verizon

1 Florida Inc./Sprint ICA. These reference points are in line with Verizon
2 Access's proposal and should guide the Commission in establishing a
3 reasonable transit rate in this case.

4

5 **Q. DOES THAT CONCLUDE YOUR DIRECT TESTIMONY?**

6 **A. Yes.**

7

8

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