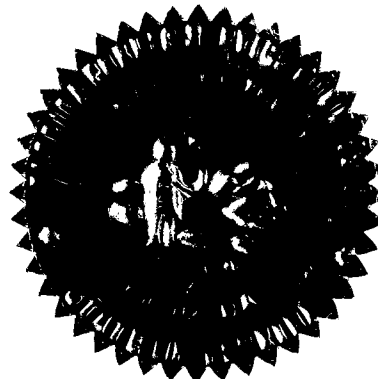


BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 010795-TP

In the Matter of

PETITION BY SPRINT COMMUNICATIONS
COMPANY LIMITED PARTNERSHIP FOR
ARBITRATION WITH VERIZON FLORIDA,
INC., PURSUANT TO SECTION 251/252
OF THE TELECOMMUNICATIONS ACT OF
1996.



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PROCEEDINGS: HEARING

BEFORE: COMMISSIONER BRAULIO L. BAEZ
COMMISSIONER MICHAEL A. PALECKI
COMMISSIONER RUDOLPH "RUDY" BRADLEY

DATE: Thursday, January 17, 2002

TIME: Commenced at 9:30 a.m.
Concluded at 9:45 a.m.

PLACE: Betty Easley Conference Center
Room 148
4075 Esplanade Way
Tallahassee, Florida

REPORTED BY: JANE FAUROT, RPR
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5 KELLY L. FAGLIONI, Hunton & Williams, 951 East Byrd
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7 Inc.

8 ADAM TEITZMAN and FELICIA BANKS, Florida Public
9 Service Commission, Division of Legal Services, 2540 Shumard
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11 behalf of the Commission Staff.

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P R O C E E D I N G S

COMMISSIONER BAEZ: Good morning. We are going to go on the record. Counsel, will you read the notice.

MR. TEITZMAN: Pursuant to notice issued November 21st, 2001, this time and place has been set forth for a hearing in Docket 010795-TP, petition by Sprint Communications Company, Limited Partnership, for arbitration with Verizon Florida, Inc., pursuant to Section 251 and 252 of the Telecommunications Act of 1996.

COMMISSIONER BAEZ: Thank you. Take appearances.

MS. FAGLIONI: Kelly Faglioni on behalf of Verizon.

MS. MASTERTON: Susan Masterton for Sprint. This is Ken Schiffman, but he is not appearing.

COMMISSIONER BAEZ: That's fine. Forgive me, Mr. Schiffman.

MR. TEITZMAN: Adam Tietzman and Felicia Banks on behalf of the Florida Public Service Commission.

COMMISSIONER BAEZ: All right. Thank you. We are going on to preliminary matters and we are going to discuss the stipulation. And staff has informed me that the parties have decided to stipulate testimony, so you can go ahead with that.

MR. TEITZMAN: It is staff's understanding that the parties have agreed to stipulate into the record all prefiled testimony on the remaining issues and waive their rights to cross examination.

1 COMMISSIONER BAEZ: Very well. And we can take that
2 up as Exhibit 1.

3 (Exhibit 1 marked for identification.)

4 MR. TEITZMAN: Two, the parties are going to submit
5 as an exhibit the complete transcript and all exhibits from the
6 hearing in the Texas Sprint/Verizon arbitration. The parties
7 will also be providing corresponding references to Florida
8 Statutes, rules and tariffs.

9 COMMISSIONER BAEZ: All right. We need to admit the
10 testimony, all the prefiled testimony as though read. And, I'm
11 sorry, I'm trying -- do we need to admit them individually or
12 we can just go ahead and make a blanket admission?

13 MR. TEITZMAN: I'm going to leave that up to the
14 parties to determine what they would like to do.

15 COMMISSIONER BAEZ: If you want to offer them up
16 individually, that's fine.

17 MS. FAGLIONI: I think as a group is fine with me.

18 MS. MASTERTON: Yes, that's fine.

19 COMMISSIONER BAEZ: Okay. Let the record show that
20 all prefiled testimony is admitted into the record as though
21 read and that the parties have waived their right to cross
22 examination.

23

24

25

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 010795-TP

DIRECT TESTIMONY

OF

MICHAEL R. HUNSUCKER

Q. Please state your name and business address.

A. My name is Michael R. Hunsucker. I am Director-Regulatory Policy, for Sprint Corporation. My business address is 6360 Sprint Parkway, Overland Park, Kansas 66251.

Q. Please describe your educational background and work experience.

A. I received a Bachelor of Arts degree in Economics and Business Administration from King College in Bristol, Tennessee, in 1979.

I began my career with Sprint in 1979 as a Staff Forecaster for Sprint/United Telephone - Southeast Group in Bristol, Tennessee, and was responsible for the preparation and analysis of access line and minute of use forecasts. While at Southeast Group, I held various positions through 1985 primarily responsible for the preparation and analysis of financial operations budgets, capital budgets and Part 69 cost allocation studies. In 1985, I assumed the position of Manager - Cost Allocation Procedures for Sprint United Management Company and was responsible for the preparation and analysis of Part 69 allocations including

1 systems support to the 17 states in which Sprint/United operated. In 1987, I
2 transferred back to Sprint/United Telephone - Southeast Group and assumed the
3 position of Separations Supervisor with responsibilities to direct all activities
4 associated with the jurisdictional allocations of costs as prescribed by the FCC
5 under Parts 36 and 69. In 1988 and 1991, respectively, I assumed the positions of
6 Manager - Access and Toll Services and General Manager - Access Services and
7 Jurisdictional Costs. In those positions, I was responsible for directing all
8 regulatory activities associated with interstate and intrastate access and toll
9 services and the development of Parts 36 and 69 cost studies including the
10 provision of expert testimony as required.

11
12 In my current position as Director - Regulatory Policy for Sprint/United
13 Management Company, I am responsible for developing state and federal
14 regulatory policy and legislative policy for Sprint's Local Telecommunications
15 Division. Additionally, I am responsible for the coordination of regulatory and
16 legislative policies with other Sprint business units.

17
18 **Q. Have you previously testified before state regulatory commissions?**

19
20 **A.** Yes. I have previously testified before state regulatory commissions in South
21 Carolina, Florida, Illinois, Pennsylvania, Nebraska, Maryland, Georgia and North
22 Carolina.

23
24 **Q. What is the purpose of your testimony?**

1 A. The purpose of my testimony is to respond to Issues 1 and 2 as identified in the
2 Commission's Order on Procedure in this docket. The testimony is structured
3 around each of the issues. Each issue is separately identified and I have provided
4 Sprint's support for its position on each of the issues.

5

6 **ARBITRATION ISSUE 1: (1) IN THE NEW SPRINT/VERIZON**
7 **INTERCONNECTION AGREEMENT:**

8 **(A) FOR THE PURPOSES OF RECIPROCAL COMPENSATION, HOW**
9 **SHOULD LOCAL TRAFFIC BE DEFINED?**

10

11 **Q. With respect to Arbitration Issue 1, please summarize the issues being**
12 **disputed between Verizon and Sprint.**

13

14 A. Sprint maintains that the Act and FCC decisions require that the jurisdiction of the
15 traffic be determined by the origination and termination points of the call. In
16 other words, if the call originates and terminates with the Verizon defined local
17 calling area (including mandatory EAS), the call is local and not subject to access
18 charges. In the alternative, if the call originates in one local calling area and
19 terminates in a different local calling area, the call is not local and would be
20 subject to the appropriate access charges (interstate or intrastate).

21

22 Verizon erroneously believes that a call must originate and terminate on two
23 different carrier's networks in order for the call to be jurisdictionally local. Thus,
24 if a person calls their neighbor next door and both end users are customers of
25 Verizon, Verizon would have you believe that the call is not a local call. As I will

1 describe later in this testimony, Sprint plans to initiate a service in Verizon
2 territory whereby a Verizon local service customer will be using a Sprint service
3 to complete a local call to other Verizon local service customers. Clearly,
4 Verizon's position on the definition of a local call is contrary to Verizon's own
5 tariffs as Verizon would clearly treat this call as local and would not bill the end
6 user a toll charge for the completion of this call.

7
8 **Q. Has the FCC established criteria by which the jurisdiction of a call should be**
9 **determined?**

10
11 **A.** Yes, they have. The FCC has historically relied upon what has been termed an
12 end-to-end analysis to determine the jurisdiction of a call. This end-to-end
13 analysis is the same as the method which Sprint has supported in its negotiations
14 with Verizon on this issue. In short, the FCC analysis looks at the two end points
15 of the call to determine the jurisdiction, irrespective of the network facilities used
16 to complete the call. In the FCC's Declaratory Ruling in CC Docket No. 96-98,
17 released February 26, 1999, the FCC specifically states in paragraph 11 that "...
18 both the court and Commission decisions have considered the end-to-end nature
19 of the communications more significant than the facilities used to complete such
20 communications. . ." The interstate communication itself extends from the
21 inception of a call to its completion, regardless of any intermediate facilities."

22
23 **Q. Given that the Declaratory Ruling was appealed to the D.C. Circuit Court,**
24 **what guidance was provided by the Court in its decision on March 24, 2000**
25 **on the appropriate methodology to be employed in determining the**

1 **jurisdiction of a call?**

2

3 A. The D.C. Circuit stated the following in its March 24, 2000 decision in Bell
4 Atlantic v. FCC, 206 F. 3d 1 (D.C. Circuit 2000) “. . . there is no dispute that the
5 Commission has historically been justified in relying on this method [end-to-end
6 analysis] when determining whether a particular communication is jurisdictionally
7 interstate.”

8

9 **Q. Has the FCC reached any additional decision on this issue subsequent to the**
10 **D.C. Circuit Court Order?**

11 A. Yes, on April 17, 2001 the FCC issued an Order on Remand in Docket 99-68
12 stating in paragraphs 24 and 25 that “. . . the Commission focused its discussion
13 on whether ISP-bound traffic terminated within a local calling area such as to be
14 properly considered ‘local’ traffic. To resolve that issue, the Commission focused
15 predominantly on an end-to-end jurisdictional analysis. On review, the Court
16 accepted (without necessarily endorsing) the Commission’s view that the traffic
17 was either “local” or ‘long distance’”. Clearly, there is a long standing history
18 that the jurisdiction of a call is based on the originating and terminating points of
19 a call.

20

21 **Q. What was Verizon’s stated position in regards to the merits of the FCC’s**
22 **end-to-end analysis?**

23

24 A. On July 21, 2000, Verizon filed comments in Docket No. 96-98 at the FCC
25 supporting the FCC’s Declaratory Ruling and the use of the end-to-end analysis in

1 determining the jurisdiction of a call. Specifically, Verizon stated, “the Court
2 questioned whether the end-to-end analysis that the Commission has used for
3 jurisdictional purposes is applicable here. The simple answer is that it is – the
4 analysis that determines whether a call is “interstate” – where the call originates
5 and terminates – is used to determine whether it is local under the Commission’s
6 rules. Furthermore, the Commission’s end-to-end analysis has not been used only
7 to resolve jurisdictional questions, but has been the basis for substantive decisions
8 as well.” Further, Verizon also filed the testimony of William E. Taylor,
9 supporting the use of the end-to-end analysis to determine the classification of a
10 call stating that, “the Commission’s traditional end-to-end analysis of the
11 jurisdiction of a call provides clear efficiency gains compared with the
12 jurisdictional analysis that takes into account the path the call actually traversed.”

13
14 **Q. Are Verizon’s FCC comments in Docket No. 96-98 consistent with their**
15 **position on the definition of local traffic advanced in this proceeding?**

16
17 **A.** No, they are not. Verizon is now attempting to classify a call based on the actual
18 path that the call traverses, i.e., based on the carrier that originates the call and the
19 carrier that terminates the call. In Verizon’s version, if the carrier that originates
20 the call is the same carrier that terminates the call, then that call is not considered
21 local, even if the call originated and terminated with neighbors living next door to
22 each other. Accordingly, Verizon’s position states that only if the carriers who
23 originate and terminate the call are different is the call considered a local call.
24 This is simply not a logical or an appropriate interpretation. As demonstrated
25 above, the correct analysis considers whether the end points of the call, not the

1 facilities over which the call is completed, are within the same local calling scope.
2 Verizon's definition of local traffic should be dismissed as contrary to the Act and
3 the FCC's rules.

4 **Q. Are there any relevant Florida rules and regulations that are applicable to**
5 **this issue?**

6
7 **A.** Yes. Florida Statutes 364.02(2) defines "basic local telecommunications service"
8 as "voice grade, flat-rate residential, and flat-rate single-line business local
9 exchange services which provide dial tone, (and) local usage necessary to place
10 unlimited calls within a local exchange area... such term shall include any
11 extended area service routes, and extended calling service in existence or ordered
12 by the commission on or before July 1, 1995."

13
14 Verizon is simply choosing to apply a differing standard to its compliance with
15 Florida rules and regulations for retail services than they are attempting to apply
16 to Sprint as a CLEC on a wholesale basis. This position should be dismissed by
17 the Commission as anti-competitive.

18

19

20 **ARBITRATION ISSUE 2: (2) FOR THE PURPOSES OF THE NEW**
21 **SPRINT/VERIZON INTERCONNECTION AGREEMENT:**

22 **(A) SHOULD SPRINT BE PERMITTED TO UTILIZE MULTI-**
23 **JURISDICTIONAL INTERCONNECTION TRUNKS?**

24 **(B) SHOULD RECIPROCAL COMPENSATION APPLY TO CALLS FROM ONE**
25 **VERIZON CUSTOMER TO ANOTHER VERIZON CUSTOMER, THAT**

1 **ORIGINATE AND TERMINATE ON VERIZON'S NETWORK WITHIN THE**
2 **SAME LOCAL CALLING AREA, UTILIZING SPRINT'S "00-" DIAL AROUND**
3 **FEATURE?**

4
5 **Q. With respect to Arbitration Issue 2, please provide an overview of the issues**
6 **that are disputed between Verizon and Sprint.**

7
8 A. Sprint has requested that Verizon allow Sprint the right to utilize their existing
9 investment in network switching and trunking to achieve engineering economic
10 efficiency. Sprint wants the ability to combine local and access traffic on the
11 same facilities (i.e., multi-jurisdictional trunk groups) and pay the appropriate
12 compensation based on the jurisdiction of the traffic. If the call is local, then
13 Sprint will pay the appropriate local charges and if the call is access, then Sprint
14 will pay the associated access charges. Verizon does not deny Sprint's ability to
15 combine the traffic; however, Verizon maintains that the higher access rates
16 should be applicable to local traffic if transported over access trunks. Verizon
17 maintains that the traffic is not subject to reciprocal compensation because it does
18 not originate on one carriers network and terminate on the other carriers network.
19 This is the exact same argument advanced by Verizon in Issue 1 – the definition
20 of local traffic - relative to determining the jurisdiction of a call. Verizon is
21 simply trying to confuse the issue by crafting an argument that the definition of
22 local traffic should mirror the definition of reciprocal compensation. This is
23 simply not the case and the Commission should recognize Verizon's attempt to
24 cloud the real issue – what is local traffic and how should it be compensated.

1 **Q. Does Verizon’s position of treating jurisdictionally local calls as access have a**
2 **direct impact on Sprint’s ability to roll out products to end user customers in**
3 **Florida?**

4
5 A. Yes, it does. Sprint has developed a Voice Activated Dialing (VAD) product that
6 will be offered to its long distance customers nationwide and in Florida. The key
7 feature of the product is that it utilizes a 00- dialing code to access the Sprint
8 VAD platform that is subsequently used to complete local calls or long distance
9 calls. Thus, an end user customer can dial 00- from his home phone and verbally
10 instruct the system to call his neighbor next door. As discussed earlier in the
11 testimony (See Issue 3 above), this is clearly a local call, however, Verizon is
12 seeking to charge Sprint access charges for this call simply because the call routed
13 over what has, to-date, been traditionally labeled an access facility.

14
15 **Q. Please provide a brief description of the product that Sprint is seeking to**
16 **offer to its customers nationwide and in Florida.**

17
18 A. As I stated earlier, Sprint is developing a product using VAD that would be
19 available to any end user in Florida who is presubscribed to Sprint’s long distance
20 service, including Verizon’s local service customers who are presubscribed to
21 Sprint long distance service. The Verizon customer dials 00- on his telephone and
22 the call is routed through a Verizon end office over trunks that are interconnected
23 to the Sprint network. The customer then receives a prompt to verbally instruct
24 the system who he would like to call. For example, the customer could say, “call
25 neighbor.” Then based upon a directory list established by the end user customer,

1 the system would look up the name, find the associated telephone number and
2 complete the call as verbally directed. The customer can originate both local calls
3 and long distance calls via this arrangement.
4

5 **Q. Will Sprint's decision to implement this service in Florida be impacted if**
6 **Verizon is permitted to charge access rates, which are much higher than**
7 **reciprocal compensation, for the completion of local calls?**
8

9 A. Yes. The impact of the appropriate charge is key to Sprint's ability to implement
10 this new and innovative service in Florida. In short, if Sprint must pay access
11 charges for jurisdictionally local traffic, then Sprint will not be able to implement
12 the service in Florida or any other state. The implementation of this service is
13 dependent on Sprint's ability to pay the correct charges for the traffic. Thus, if
14 Sprint is required to pay access charges on local traffic, end users in Florida will
15 be denied access to this service.
16

17 **Q. Are there local calls today that are originated on Verizon's network, traverse**
18 **another carrier's network and ultimately terminate back on Verizon's**
19 **network for which access charges do not apply?**
20

21 A. Yes. Most, if not all, local exchange carriers including Verizon offer a retail
22 service to end users called call forwarding. With this product the end user
23 programs his phone to forward any calls destined for his phone to another location
24 by programming the phone with a telephone number where he will be. In this
25 case, a Verizon end user would initiate a local call to a CLEC customer who has

utilized call forwarding to forward his calls to a neighbor's house who is also a Verizon customer. In this scenario, the call is originated by a Verizon customer, traverses the CLEC network and ultimately is terminated to another Verizon customer. In this case, two call records are created: 1) one record for the call from the originating Verizon customer to the CLEC customer and 2) an additional record for the call forwarded from the CLEC customer to the terminating Verizon customer. In this particular situation, Sprint would be obligated to pay reciprocal compensation to Verizon on the first call record and Verizon would be required to pay Sprint reciprocal compensation on the second call record. This call, from start to finish, would be treated as a local call even though it originates on Verizon's network and terminates on Verizon's network and is subject to reciprocal compensation. This example clearly demonstrates that Verizon's argument on the 00- originated local call fails on the merits of network call routing and similar calls that Verizon is exchanging with CLECs on the basis of reciprocal compensation. This same routing scenario is used for both 00- local traffic or local call forwarded traffic.

Q. Verizon believes that the traffic must originate on one carrier's network and terminate on another carrier's network in order for the call to be subject to reciprocal compensation. Do you agree with this position?

A. No. The position that the originating and terminating networks have to be different is inconsistent with the competitive offering of telecommunications services as envisioned by the Act. When an end user dials or alternatively places a call via voice activation, the end user is choosing to use another competitive

1 provider and in fact, is no longer a Verizon customer for that particular call. If the
2 end user goes through this effort, the end user expects that a call made by dialing
3 his neighbor or a call made to his neighbor via voice activation is a local call, so
4 that a competitively priced local service will have been provided to that end user.
5 When viewed from the standpoint of the end user, the recognition of a call as a
6 local call is determined by where he is calling not the network facilities used to
7 route the call. In fact, end users have no idea (and probably don't care) how the
8 call is routed through the network. They only recognize that they called their
9 neighbor next door and that is a local call. Sprint's 00- product provides the end
10 user with an innovative way to place local calls over the existing network.

11

12 Again, as fully discussed in Issue 1 above, the facilities or routing of the call have
13 nothing to do with the jurisdiction of the call. Verizon should not be allowed to
14 bill access charges for local calls.

15

16 **Q. Does Verizon provide operator services in Florida today?**

17

18 A. Yes, it does. According to its retail tariffs, Verizon provides operator services in
19 Florida via the 0- dialing pattern. This dialing pattern is similar to the 00- utilized
20 by Sprint to perform call completion services for both long distance and local
21 services.

22

23 **Q. What does Verizon charge its end users for dialing 0- and then having the**
24 **operator complete the call?**

25

1 A. If the customer dials 0- to access Verizon's operator, Verizon may complete a
2 local call for the customer and charge only the flat fee service charge associated
3 with call completion from its tariff. There is no additional charge for extra local
4 service minutes and certainly no additional charge for a toll call, even if Verizon's
5 operator platform is located outside the local calling area. Similarly, if the
6 customer dials 00- to reach Sprint, Sprint may complete a local call for the end
7 user with the only charge being the VAD service charge. The key point is that
8 neither Verizon nor Sprint charges the end user customer a toll charge for the
9 completion of a local call. It is unclear as to where Verizon's operators actually
10 are located, but the location of the operator services platform is of no consequence
11 to whether Verizon bills the call as a local call or a toll call. However, Verizon is
12 attempting to hide behind this if the customer chooses to use Sprint for the
13 completion of a local call.

14
15 **Q. Please provide examples of how Verizon is attempting to inappropriately**
16 **classify local calls as access calls.**

17
18 A. Perhaps the best way to ascertain the inequities that Verizon is attempting to
19 advance is through the use of the following call examples.

20
21 Example 1 - If a call originates from a Verizon end user and completes to another
22 Verizon end user, without the use of the Sprint VAD, then Verizon considers the
23 call to be local in nature. Reciprocal compensation is not an issue in this example
24 as the call is an intra-Verizon call and Verizon would be paying reciprocal
25 compensation to itself.

1

2

Example 2 - If a call originates from a Verizon end user via Sprint 00- VAD product and terminates back to a Verizon end user in the same local calling area, Verizon posits that the call is not local and not subject to reciprocal compensation, but instead is long distance subject to access charges.

6

7

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19

Q. Do other ILECs allow Sprint to provide local calls via the 00- dialing arrangement and treat such call as local for compensation purposes?

21

22

23

24

25

A. Yes. Specifically, Sprint has negotiated an interconnection agreement with BellSouth that provides very specific language regarding compensation on 00- local calls. In addition, Sprint has negotiated interconnection language with SBC and Qwest that allow for the placement of local calls over access facilities

1 including 00-. Thus, contract language has been negotiated between the parties
2 that allow Sprint to implement the VAD 00- product in these respective states.
3 The BellSouth language which was recently filed in an Interconnection
4 Agreement in Florida states that :

5
6
7 “00- traffic from Sprint IXC presubscribed end user customers will continue to be
8 routed to Sprint IXC over originating FGD switched access service. Sprint CLEC
9 will determine the amount of total 00- traffic that is local and will report that
10 factor and the associated Minutes Of Use (MOUs) used to determine the factor to
11 BST. Using that data and the Sprint IXC total switched access MOUs for that
12 month, BST will calculate a credit on Sprint IXC’s switched access bill, which
13 will be applied in the following month. The credit will represent the amount of
14 00- traffic that is local and will take into consideration TELRIC based billing for
15 the 00- MOUs that are local. The credit will be accomplished via a netting
16 process whereby Sprint IXC will be given full credit for all applicable billed
17 access charges offset by the billing of 00- transport charges only based upon the
18 applicable state TELRIC rates contained in Attachment 3 of this Agreement.
19 BellSouth will have audit rights on the data reported by Sprint CLEC.”
20

21
22 **Q. How is Sprint proposing to compensate Verizon on 00- local calls?**

23
24 **A.** Consistent with the BellSouth agreement, Sprint will compensate Verizon for
25 transport on the originating side of the call and for all appropriate network
26 elements (tandem switching, transport and end office switching) on the
27 terminating side of the call at TELRIC-based rates. Verizon, on the other hand,
28 argues that Sprint should be required to compensate them at access rate levels.
29 Thus, the real issue is not the network components utilized to complete the call
30 but the appropriate rate levels, i.e., TELRIC-based or access charges. Verizon has
31 argued in other states that they are financially harmed if they are required to based

1 on the appropriate jurisdiction of the traffic, because they are losing access
2 revenues. The bottom line - Verizon cannot lose something that it never had.
3 These calls are local in nature and without the introduction of 00- dialing would
4 have been completed by Verizon with the cost of handling the call recovered from
5 the end user through local rates. If the calls are carried via the 00- dialing pattern
6 to Sprint's VAD platform, Verizon will receive the same amount of local service
7 revenue from the end user and will also be compensated by Sprint for transport on
8 the originating side and for all appropriate elements used to terminate the call on
9 the terminating side. Verizon is more than made whole on this type of traffic. In
10 summary, Sprint is not trying to utilize the Verizon network for free but is willing
11 to pay TELRIC-based rates for the network functionality utilized. There is simply
12 no public policy reason or economic reason for Verizon to charge access charges.
13 The only result will be that Sprint will not be able to offer this new and innovative
14 product to customers in Florida.

15
16 **Q. Has the Florida Public Service Commission provided any guidance on the**
17 **issue of transporting multi-jurisdictional traffic over a single trunk group**
18 **and the appropriate compensation for the delivery of local traffic via the use**
19 **of access facilities?**

20
21 Yes. In Sprint's recent arbitration with BellSouth in Docket No. 000828-TP, the
22 Commission ruled in Sprint's favor on this issue. In its order in this docket, PSC-
23 01-1095-FOF-TP, the Commission concluded that the parties' Agreement should
24 contain language providing Sprint with the ability to transport multi-jurisdictional
25 traffic over a single trunk group, including an access trunk group. For 00- traffic

1 routed over access trunks, the Commission ruled that the appropriate
2 compensation scheme should be preserved for each jurisdiction of traffic that is
3 combined, *i.e.*, local and intra/interLATA.
4

5 **Q. What is Sprint asking this Commission to do on this issue?**
6

7 A. This Commission should recognize the FCC's end-to-end analysis as the
8 appropriate way by which the jurisdiction of a call is determined. In so doing,
9 this Commission should find that local calls generated by the 00- VAD platform
10 are in fact local and should be subject to reciprocal compensation. In addition, the
11 Commission should adopt the BellSouth proposed language and require Verizon
12 and Sprint to incorporate the language in the interconnection agreement. Without
13 this correct and fact-based decision, end users in Florida may be denied the
14 benefit of a new and innovative local service product.
15

16 **Q. Does that conclude your testimony?**
17

18 A. Yes.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

REBUTTAL TESTIMONY

OF

MICHAEL R. HUNSUCKER

Q. Please state your name and business address.

A. My name is Michael R. Hunsucker. I am Director-Regulatory Policy, for Sprint Corporation. My business address is 6360 Sprint Parkway, Overland Park, Kansas 66251.

Q. Are you the same Michael R. Hunsucker who filed direct testimony in this proceeding?

A. Yes.

Q. What is the purpose of your testimony?

A. The purpose of my testimony is to provide Sprint's response to the direct testimony of William Munsell relating to Issues 1 and 2 as identified in Sprint's Petition for Arbitration.

Q. On page 5 of his direct testimony, Mr. Munsell asserts that Sprint is attempting to "avoid access charges". Do you agree with his assertion?

A. No, I do not agree with his assertion. Sprint has always agreed to maintain the appropriate jurisdiction of the traffic for all 00- calls, both local and toll. In other words, if the end user uses Sprint's Voice Activated Dialing (VAD) product in the completion of a local call, Sprint expects to pay local TELRIC-based charges and if

1 the end user uses VAD to complete a toll product, Sprint will pay Verizon the
2 appropriate access charges. Sprint has no intentions of trying to arbitrage the current
3 regulatory process as asserted by Mr. Munsell. Sprint will preserve the appropriate
4 jurisdiction of the traffic.

5
6 **Q. On page 13 of his direct testimony, Mr. Munsell asserts that "Sprint's proposal**
7 **imposes the costs" on Verizon. Do you agree with his assertion?**

8 A. Mr. Munsell is apparently trying to paint the picture that Sprint is refusing to
9 compensate Verizon for operator service routed calls. This assertion is without merit
10 and ridiculous. Sprint has never stated that it intends to require, and clearly has no
11 intention to require, Verizon to incur costs for 00- local (and toll) calls that Sprint is
12 not willing to pay for. In fact, on page 17 of my direct testimony, I provide Sprint's
13 proposed compensation methodology for local 00- traffic that is consistent with
14 Sprint's agreement with BellSouth. Specifically, it provides for Sprint to compensate
15 Verizon for transport only on the originating side of the call and for tandem
16 switching, transport and end office switching on the terminating side of the call based
17 on which network elements are actually provided by Verizon in the completion of the
18 call. The real issue is that it appears Verizon wants to impose access charges on local
19 calls as a means of generating revenues in excess of their TELRIC-based costs.

20
21 **Q. Is Verizon fairly compensated at TELRIC-based rates for the origination and**
22 **completion of a local call by an end user via Sprint's VAD?**

23 A. Yes, Sprint's proposed compensation methodology is reasonable and fair, both to
24 Sprint and Verizon. Currently, Verizon is compensated by its end user for the ability
25 to originate and terminate local calls throughout their local calling area. If a call

1 originates from a Verizon end user and terminates to a Verizon end user in the same
2 local calling area, Verizon is compensated by each of the end users through monthly
3 local service rates for the right to originate and terminate local calls. If the
4 originating end user uses Sprint's VAD platform to originate a local call that
5 terminates within that end user's local calling area, Verizon would receive not only
6 the local service rate from the end user but Sprint would also compensate Verizon for
7 transport on the originating side and tandem switching, transport and end office
8 switching on the terminating side (if all elements were actually used in the
9 completion of the call). Thus, the practical result is that Verizon has not only
10 incurred costs but has also been compensated for these costs by Sprint. Again, it
11 appears that Verizon wants to impose access charges on local calls as a means of
12 generating revenues in excess of their TELRIC-based costs.

13
14 **Q. On page 11, Mr. Munsell states that "there is no basis to redefine them [operator**
15 **service routed calls] as "local" for compensation purposes". Has the FCC**
16 **provided any guidance on defining calls as "local" for compensation purposes?**

17 **A.** Yes. On January 23, 2001, the FCC released Order No. 01-27 in CC Docket No. 99-
18 273. In that Order, the FCC addressed the jurisdictional classification of call
19 completion services associated with directory assistance. Sprint's 00- product is
20 provided in an analogous manner to the end user customer. Specifically, the FCC
21 Order states that call completion falls within the definition of telephone exchange
22 service not exchange access service. In paragraph 16, the FCC specifically states
23 that: "The call completion service of competitive DA providers for intra-exchange
24 traffic is unquestionably local in nature, and the charge for it, generally imposed on
25 an end user, qualifies as an "exchange service charge". While the FCC Order was

1 specifically directed at call completion service via a directory assistance call, the
2 Sprint 00- product provides call completion service via the dialing of 00- in a manner
3 analogous to directory assistance. This decision is equally applicable to Sprint's 00-
4 product when used for the completion of local calls and should provide an additional
5 basis to guide the Commission in its decision. In short, the call completion service
6 associated with 00- local calls is, in the FCC words, "unquestionably local in nature"
7 and an "exchange service", not exchange access subject to access charges.

8
9 **Q. Does Verizon provide a retail service to end users similar to the VAD product**
10 **that Sprint seeks to provide?**

11 A. Yes. According to Verizon's website, Verizon offers a service in Maryland called
12 Voice Dialing Service in their General Services Tariff No. 203, Section 22, attached
13 to my testimony as Exhibit _____, MRH-1. Based upon my review of the tariff
14 language, the service appears to be the same service that Sprint is attempting to roll
15 out in Florida. Verizon charges \$3.75 a month for the service that allows the end user
16 customer to place calls via voice commands. It appears that the customers would
17 pay for an optional vertical feature to originate both local and long distance calls.
18 While the tariff does not specifically address any add-on charges for the service, I
19 believe that the end user can originate a local call with no additional charge and the
20 end user can originate a toll call to which toll charges would apply. In addition, if the
21 customer originates a voice-dialed toll call from Verizon to a customer of another
22 local exchange carrier, access charges would be appropriate. Likewise, if the end
23 user originates a voice-dialed local call from Verizon to a customer of another local
24 exchange carrier, TELRIC-based compensation rates would apply.

1 **Q. Is this compensation methodology consistent with the Verizon proposed**
2 **methodology if Sprint provides its VAD product to end users in Florida?**

3 **A.** No, it is not. If Verizon provides the service and the end user completes a local call,
4 Verizon will settle on the basis of TELRIC-based compensation. However, if Sprint
5 provides the optional service (VAD) and the end user completes a local call, Verizon
6 expects Sprint to pay them access charges on the terminating side of the call. This is
7 hardly an equitable situation and certainly not at parity with how Verizon treats the
8 compensation on the call if they provide the retail service. Verizon should not be
9 allowed to get away with such discriminatory treatment that places Sprint at a
10 competitive disadvantage in providing local services to end users in Florida.

11

12 **Q. Does that conclude your testimony?**

13 **A.** Yes.

1 **REBUTTAL TESTIMONY OF WILLIAM MUNSELL**

2

3 **Q. PLEASE STATE YOUR NAME FOR THE RECORD.**

4 A. William Munsell.

5

6 **Q. WHAT IS YOUR BUSINESS ADDRESS?**

7 A. My business address is 600 Hidden Ridge, Irving, Texas 75038.

8

9 **Q. ARE YOU THE SAME WILLIAM MUNSELL WHO FILED DIRECT**
10 **TESTIMONY IN THIS DOCKET?**

11 A. Yes.

12

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

14 A. My testimony responds to the testimony of Michael R. Hunsucker
15 concerning Issue No. 1, local traffic definition, as it relates to Sprint's
16 voice activated dialing calls, and Issue No. 2, multi-jurisdictional trunks.

17

18 **ISSUE NO. 1 Local Traffic Definition (Appendix A to Articles I and II,**

19 **Glossary)**

20

21 **Q. AT PAGES 3-4 OF HIS DIRECT TESTIMONY, SPRINT WITNESS**
22 **HUNSUCKER APPLIES AN END TO END ANALYSIS AND**
23 **CONCLUDES THAT 00- CALLS ARE LOCAL. DOES VERIZON**
24 **AGREE WITH MR. HUNSUCKER'S ANALYSIS AND CONCLUSION?**

25 A. No. As an initial matter, the decisive inquiry is not whether the calls

1 are "local," but whether they are subject to reciprocal compensation.
2 In determining whether the calls at issue are subject to reciprocal
3 compensation, it is important to look at the originating and terminating
4 geographic points, the originating and terminating carriers, as well as
5 the routing of the call. In an attempt to skew the analysis, Sprint
6 alleges that 00- calls are "local" and therefore subject to reciprocal
7 compensation *solely* because they originate and terminate in the same
8 local calling area. That is, Sprint concludes that 00- calls are "local" by
9 engaging only in an "end to end" analysis and ignoring the
10 characteristics and routing of 00- calls and applicable law. As
11 explained in my direct testimony at pages 12-16, and more fully below,
12 00- calls are not subject to reciprocal compensation under the
13 applicable FCC rules and access tariff. Unlike calls that are subject to
14 reciprocal compensation, the 00- traffic at issue does not originate and
15 terminate on different LECs' networks. Moreover, the characteristics
16 and routing of 00- calls are identical to that of long distance calls. The
17 dialing pattern with which they are initiated and the subsequent routing
18 of the calls -- over access facilities to Sprint's operator service platform
19 -- make them subject to the access compensation regime as defined
20 by Verizon's access tariff. Therefore, access charges apply, not
21 reciprocal compensation charges, regardless of any end to end
22 analysis.

23
24 **Q. MR. HUNSUCKER STATES THAT IN A PROCEEDING BEFORE**
25 **THE FCC, VERIZON ADVOCATED THE USE OF THE END TO END**

1 **ANALYSIS TO DETERMINE WHETHER CALLS TO INTERNET**
2 **SERVICE PROVIDERS (“ISPS”) WERE LOCAL. CAN YOU**
3 **EXPLAIN?**

4 A. Yes. Before the FCC’s April 2001 *Order on Remand*, the reciprocal
5 compensation debate had been framed in terms of whether calls were
6 local or interstate in nature. In that context, Verizon focused on the
7 use of an end to end analysis in considering whether Internet-bound
8 calls were subject to reciprocal compensation. As I have discussed,
9 the end to end analysis is a factor to be considered in determining
10 whether a call is subject to reciprocal compensation, but it is not the
11 only factor. This Commission is well aware of the dispute over
12 whether Internet-bound calls should be subject to reciprocal
13 compensation—a dispute that was resolved with the FCC’s *Order on*
14 *Remand*. (Intercarrier Compensation for ISP-Bound Traffic, 16 FCC
15 Rcd 9151 (Order on Remand) (2001).) The Internet-bound calls that
16 were the subject of that dispute do not originate and terminate on
17 Verizon’s network like the calls at issue in this arbitration. Indeed, a
18 pivotal question in the resolution of the ISP call dispute was the
19 identification of the termination point of those calls, making the end to
20 end analysis a proper focus for the debate. That is not the case with
21 respect to the 00- calls here, which both originate and terminate on
22 Verizon’s network. In any event, Sprint is not entitled to reciprocal
23 compensation for its 00- calls even under an end to end analysis. The
24 fact that the calls both originate and terminate on Verizon’s network
25 makes reciprocal compensation inapplicable; as discussed further

1 below, the concept of reciprocal compensation is founded on the
2 principle that carriers will compensate each other for calls carried from
3 one carrier's network to the other's.

4

5 **Q. PLEASE DESCRIBE THE ROUTING AND COMPENSATION FOR**
6 **CALLS SUBJECT TO RECIPROCAL COMPENSATION.**

7 A. The typical call for which reciprocal compensation is due is one in
8 which an end user places a call utilizing the required local calling
9 pattern in the local calling area (seven or ten digits). Under the *Order*
10 *on Remand*, the identification of a call as local (as opposed to
11 interstate) does not determine whether it is subject to reciprocal
12 compensation; however, as Verizon uses the term "local" in the
13 context of this proceeding, it means calls to which reciprocal
14 compensation applies. Sprint's argument assumes that there can be
15 "local" calls to which reciprocal compensation does not apply. Verizon
16 disputes Sprint's position. A local call that utilizes the required local
17 calling pattern in the local calling area (seven or ten digits) is
18 originated on the network of one local service provider and terminated
19 on the network of another local service provider within the same local
20 calling area. For example, if a Verizon customer in Clearwater, Florida
21 makes a call to a Time Warner Telecom customer in the St.
22 Petersburg exchange, that call is routed from Verizon's network in
23 Clearwater to the Time Warner Telecom network, for the further
24 transport and termination by Time Warner Telecom to the customer in
25 the St. Petersburg exchange. The compensation for that call is

1 governed by FCC Rule 51.701(e), which states:

2 (e) Reciprocal compensation. For purposes of this
3 subpart, a reciprocal compensation arrangement
4 between two carriers is one in which each of the
5 two carriers receives compensation from the other
6 carrier for the transport and termination on each
7 carrier's network facilities of local
8 telecommunications traffic that originates on the
9 network facilities of the other carrier.

10

11 Application of this rule results in compensation to the terminating
12 carrier for use of its network -- specifically for the transport and
13 termination of the call that was originated on Verizon's network.
14 Verizon bears the cost of originating the call.

15

16 **Q. PLEASE GO THROUGH THE SAME STEPS FOR AN ACCESS**
17 **CALL, ASSUMING SPRINT IS THE INTEREXCHANGE CARRIER**
18 **("IXC").**

19 **A.** When a Verizon customer in Clearwater, who is either presubscribed
20 to Sprint the IXC or uses Sprint the IXC's services on a casual basis
21 (1010XXX dialing), places a call to someone in the Orlando area, the
22 customer is connected through an originating switched access service
23 known as Feature Group D ("FGD") from the calling customer's
24 premises, through a Verizon end office switch, to Sprint's point of
25 presence ("POP") over switched access trunks provided by Verizon.

1 This same routing would occur on *all* 00- dialed calls made by a
 2 presubscribed interLATA Sprint customer, regardless of whether the
 3 customer wishes to use a voice dialing arrangement and regardless of
 4 whether the Sprint operator services platform is even equipped with
 5 speech recognition software. In any event, the compensation for the
 6 Clearwater to Orlando call is governed by Verizon Florida Inc.'s
 7 Facilities For Intrastate Access Tariff. Application of that tariff results
 8 in compensation to Verizon for the specific elements over which the
 9 call is routed, including end office switching, which applies for each
 10 call, and transport elements, which apply depending on the actual
 11 routing of the call to Sprint (e.g., direct trunk transport or tandem
 12 switch transport). The IXC -- Sprint, in this example -- bears the cost
 13 of carrying the call after delivery to its POP. That is, in this example,
 14 Sprint is not entitled to any compensation from Verizon.

15

16 **Q. INTO WHICH OF THE ABOVE COMPENSATION SCHEMES DO**
 17 **THE 00- CALLS AT ISSUE IN THIS ARBITRATION FIT?**

18 A. As explained in my direct testimony at pages 12-16, the 00- calls at
 19 issue here are clearly access calls, and Mr. Hunsucker's direct
 20 testimony confirms that position. At pages 9-10 of his testimony, Mr.
 21 Hunsucker describes the routing of the voice-activated dialing ("VAD")
 22 calls Sprint seeks to offer as follows:

23 As I stated earlier, Sprint is developing a product
 24 using VAD that would be available to any end user
 25 in Florida who is *presubscribed to Sprint's long*

1 *distance service*, including Verizon's local service
2 customers who are *presubscribed to Sprint long*
3 *distance service*. The Verizon customer dials 00-
4 on his telephone and the call is *routed through a*
5 *Verizon end office over trunks that are*
6 *interconnected to the Sprint network*. The
7 customer then receives a prompt to verbally
8 instruct the system who he would like to call. For
9 example, the customer could say, "call neighbor."
10 Then, based on a directory list established by the
11 end user customer, the system would look up the
12 name, find the associated telephone number and
13 complete the call as verbally directed...(emphasis
14 added).

15
16 The Verizon facilities utilized by Sprint for these 00-/VAD calls are the
17 same as the Verizon facilities utilized to route the call from Verizon to
18 the Sprint POP in the Clearwater to Orlando call example above. The
19 only difference in these two examples is that, with a 00-/VAD dialed
20 call, Verizon cannot discern the jurisdiction (interstate or intrastate) of
21 the 00-/VAD call since the number used for call completion (the
22 terminating number) may not be dialed. In addition, there are no
23 industry standards for the originating LEC to record the terminating
24 number on a 00-/VAD dialed call. As a result, LECs (including
25 Verizon) bill interstate or intrastate switched access charges to

1 interexchange carriers (including Sprint) for 00- calls based on a
2 Percent Interstate Use (or "PIU") factor, which the interexchange
3 carriers provide to LECs.

4

5 The call routing discussed in connection with the 00- calls is the same
6 routing that Verizon Florida Inc.'s Facilities For Intrastate Access Tariff
7 addresses. That tariff defines FGD as "trunk-side access to
8 Telephone Company end office switches with an associated 101XXXX
9 access code for providers of MTS/WATS and MTS/WATS-type
10 services for originating and terminating communications for customer
11 provided intrastate communications capability or connections to an
12 interexchange intrastate service" (Verizon Florida Inc. Facilities For
13 Intrastate Access Tariff, Section 6.2.1(D)). Under that tariff, a call is
14 originated over a customer's (e.g., Sprint's) FGD service if the calling
15 party either uses the customer's FGD access code (in Sprint's case
16 1010333), or if the calling party is presubscribed to Sprint. If the
17 calling party chooses to complete the call with the assistance of
18 Sprint's operator, rather than by dialing it directly, he or she can dial
19 the access code followed by a zero. Alternatively, a caller who is
20 presubscribed to Sprint can simply dial 00. Nothing in the tariff
21 precludes the use of Switched Access FGD service for intrastate calls
22 originating and terminating in the same local calling area. Calls may
23 terminate in the local service area in which they originate, in a different
24 local service area in the same LATA, or in a totally different LATA.
25 The important point is that the State Access Tariff governs all of these

1 scenarios and access rates apply. Of course, if the call traverses a
2 state boundary, then the associated access service would be
3 governed by Verizon's interstate access tariff rather than by the
4 Intrastate Access Tariff.

5
6 **ISSUE NO. 2: Multi-Jurisdictional Trunks (Interconnection Attachment,**
7 **Sections 2.4. and 2.5)**

8
9 **Q. AT PAGES 8-9 OF HIS TESTIMONY, MR. HUNSUCKER**
10 **CHARACTERIZES THE DISPUTE BETWEEN VERIZON AND**
11 **SPRINT REGARDING THE MULTI-JURISDICTIONAL TRUNKS**
12 **ISSUE. PLEASE COMMENT ON THAT CHARACTERIZATION.**

13 **A.** Mr. Hunsucker confirms what I stated in my direct testimony. That is,
14 Sprint is interested in "creating" multi-jurisdictional trunks only in so far
15 as it is permitted to re-classify 00- calls as non-access, thereby making
16 the access trunks over which the 00- calls have always been routed
17 (with other access traffic) "multi-jurisdictional." In my direct testimony, I
18 addressed the multi-jurisdictional trunk issue by breaking it into the two
19 sub-issues that Sprint argued in its Petition for Arbitration: (i) Issue 2a,
20 the "pure" multi-jurisdictional trunk issue, *i.e.*, whether Sprint should be
21 permitted to impose a requirement on Verizon to create trunk groups
22 over which multiple jurisdictional traffic, including seven- and/or ten
23 digit-dialed local calls, is routed; and (ii) Issue 2b, the multi-
24 jurisdictional trunk issue as it relates to the 00-/VAD calls routed
25 through Sprint's operator service platform. Sprint's proposed contract

1 language and Petition for Arbitration address both of these sub-issues.
2 However, Mr. Hunsucker's testimony does not address the "pure"
3 multi-jurisdictional trunk issue. Indeed, it addresses the multi-
4 jurisdictional trunk issue only as it relates to 00-/VAD calls. Thus, it
5 appears that Sprint has abandoned the "pure" multi-jurisdictional trunk
6 issue and only seeks to be permitted to "create" multi-jurisdictional
7 trunks in so far as it is permitted to re-classify 00- calls as non-access,
8 notwithstanding its proposed contract language.

9
10 **Q. MR. HUNSUCKER CLAIMS THAT CALLS EXIST TODAY THAT**
11 **ORIGINATE ON VERIZON'S NETWORK, TRAVERSE ANOTHER**
12 **CARRIER'S NETWORK AND ULTIMATELY TERMINATE BACK ON**
13 **VERIZON'S NETWORK TO WHICH ACCESS CHARGES DO NOT**
14 **APPLY. ARE THESE CALLS ANALOGOUS TO 00-/VAD CALLS**
15 **DESCRIBED BY MR. HUNSUCKER IN HIS TESTIMONY?**

16 **A.** No. As is made apparent by Mr. Hunsucker's own testimony, the calls
17 he identifies are not analogous to 00-/VAD calls. Mr. Hunsucker
18 describes a call-forwarding scenario under which two call records
19 would be created (Hunsucker Direct Testimony at 11.) The two call
20 records would be created because the call scenario he discusses
21 involves two distinct calls--each call with a unique originating number,
22 and each call with a unique terminating number. That is not the case
23 in the 00-/VAD dialing scenario, which involves only one call.

24
25 **Q. MR. HUNSUCKER STATES THAT THE ROUTING OF 00-/VAD**

1 **CALLS AND LOCAL CALL FORWARDING CALLS IS THE SAME.**
2 **IS THAT A TRUE STATEMENT?**

3 A. No. While I generally agree with the routing scenario Mr. Hunsucker
4 described for the call forwarding scenario, per existing industry
5 standards that I attached as exhibits to my direct testimony, a 00-/VAD
6 call will *always* be routed to the IXC to which the originating end user
7 is presubscribed.

8

9 **Q. MR. HUNSUCKER DESCRIBES HOW SPRINT PROPOSES TO**
10 **COMPENSATE VERIZON FOR 00-/VAD CALLS. PLEASE**
11 **RESPOND TO THAT PROPOSAL.**

12 A. The proposal in Mr. Hunsucker's testimony differs from the Sprint
13 position reflected in its proposed contract language and its Petition for
14 Arbitration. Sprint's proposed contract language only requires Sprint
15 to compensate Verizon "for the delivery of such Local Traffic
16 *terminated* on the Verizon network pursuant to the reciprocal
17 compensation provisions of this Agreement." (Section 2.5.2 of Sprint's
18 proposed Interconnection Attachment (emphasis added)). It does not
19 specify that Verizon can bill Sprint for any costs Verizon incurs to
20 switch and transport these (originating) calls to Sprint's POP. In fact,
21 Sprint's language does not preclude Sprint from billing Verizon for
22 delivery of these calls to the Sprint POP. In Mr. Hunsucker's direct
23 testimony, however, Sprint proposes to compensate Verizon for its
24 cost to originate 00-/VAD calls. Thus, it appears that Sprint has
25 changed its position in a manner that implicitly admits that the calls at

1 issue are not "local" simply by virtue of the fact that they originate and
2 terminate within the same local calling area. Compensation for the
3 cost of originating calls is not reciprocal compensation. Under the
4 reciprocal compensation regime, which I described earlier, the
5 originating carrier bears the cost of originating the call and pays the
6 terminating carrier for transport and termination of the call.
7 Mr. Hunsucker proposes to compensate Verizon both for originating
8 the call and for terminating the call.

9
10 **Q. SPRINT CLAIMS THAT IT CANNOT IMPLEMENT ITS VAD**
11 **SERVICE IF IT MUST PAY ACCESS CHARGES FOR VAD CALLS**
12 **THAT ARE TERMINATED TO THE SAME LOCAL CALLING AREA**
13 **AS THE ORIGINATING CALLER. CAN YOU COMMENT ON THAT?**

14 **A.** Yes. Verizon does not know whether Sprint can or can't provide VAD
15 service if it must pay applicable access charges, but this is an
16 irrelevant consideration for the Commission in resolving this issue.
17 Sprint must offer services within the confines of applicable law; the law
18 can't be compromised to make it easier for Sprint to provide VAD or
19 any other service. As explained above, longstanding law requires
20 Sprint to pay access charges on 00- calls that return to the same
21 calling area as the originating caller. Sprint should not be allowed to
22 manipulate the definition of local traffic to achieve its objective. Even if
23 Sprint is correct that other LECs have agreed to this manipulation,
24 Verizon is not bound by such agreements.

25

1 **Q. HAVE ANY STATE COMMISSIONS ADDRESSED THIS ISSUE**
2 **SINCE YOU FILED YOUR DIRECT TESTIMONY?**

3 A. Yes. In my direct testimony, I pointed out that Sprint has lost this
4 argument twice already, in Massachusetts and California. Since then,
5 two more state Commissions have rejected Sprint's attempt to avoid
6 access charges for its 00-/VAD calls: Pennsylvania and Maryland.
7 *See Petition of Sprint Communications Company L.P. for an*
8 *Arbitration Award of Interconnection Rates, Terms and Conditions*
9 *pursuant to 47 U.S.C. § 252(b) and Related Arrangements with*
10 *Verizon Pennsylvania, Inc., Pa. P.U.C. Docket No. A-310183F0002,*
11 *Opinion and Order (Oct. 12, 2001); In the Matter of the Arbitration of*
12 *Sprint Communications Company L.P. vs. Verizon Maryland Inc.*
13 *Pursuant to Section 252(b) of the Telecommunications Act of 1996,*
14 Md. P.S.C. Case No. 8887, Order No. 77320 (Oct. 24, 2001).

15 **Q. DOES THAT CONCLUDE YOUR TESTIMONY?**

16 A Yes.

17

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DIRECT TESTIMONY OF WILLIAM MUNSELL

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is William Munsell and my business address is 600 Hidden Ridge, Irving, Texas 75038.

Q. BY WHOM ARE YOU CURRENTLY EMPLOYED?

A. I am currently employed by Verizon. I am testifying in this arbitration on behalf of Verizon Florida Inc. ("Verizon").

Q. WHAT ARE YOUR CURRENT DUTIES AND RESPONSIBILITIES?

A. My current duties are to represent Verizon in negotiations with competitive local exchange companies ("CLECs") for interconnection, resale, and unbundled elements as required under § 251 of the Telecommunications Act of 1996.

Q. PLEASE SUMMARIZE YOUR EDUCATIONAL BACKGROUND AND WORK EXPERIENCE.

A. I have an undergraduate degree in Economics from the University of Connecticut, and a master's degree from Michigan State University in Agricultural Economics. I joined Verizon (then GTE) Florida in 1982. During the course of my career with Verizon, I have held positions in Demand Analysis and Forecasting, Pricing, Product Management, Open Market Program Office, and Contract Negotiations.

1 **Q. PLEASE PROVIDE ADDITIONAL DETAIL REGARDING YOUR**
2 **VERIZON WORK EXPERIENCE.**

3 A. I started my career with Verizon in Demand Analysis and Forecasting,
4 where I spent approximately five years. In this job I was primarily
5 responsible for developing access line forecasts and forecasts of
6 network usage, including access minute forecasts. I was then
7 promoted to Pricing Analyst where I was responsible for developing
8 prices for Verizon Florida's intrastate intraLATA toll product as well as
9 intrastate switched access rates. Later, I was promoted to the position
10 of Product Manager for Verizon Florida's intraLATA toll product line.

11

12 In 1989, I accepted a position with Verizon (then GTE) Telephone
13 Operations in Irving, Texas as a Senior Product Manager for
14 intraLATA toll calling plans for all of the states in which Verizon (then
15 GTE) operated. In 1994, I transitioned from the retail side of the
16 business to the wholesale side by accepting the position of Senior
17 Product Manager-Switched Access Service. In this role I was
18 responsible for managing switched access rates in the states within
19 Verizon (then GTE) North Incorporated. I also was given responsibility
20 for the systems development and rollout of intrastate intraLATA equal
21 access in all states served by the former GTE.

22

23 In 1996, I became a Product Manager for interconnection, where I
24 helped develop positions, policies, and systems capabilities in
25 response to the Telecommunications Act of 1996. In December 1997,

1 I was promoted to a position within a new Program Office that
2 developed solutions to the many systems issues that Verizon (then
3 GTE) faced in this new competitive environment. In this position my
4 specialty was usage issues. In addition, while in this position, I
5 attended numerous meetings of the Ordering & Billing Forum ("OBF"),
6 specifically in the Billing and Message Processing subcommittees
7 (including MECAB). In the spring of 1999, I accepted my present
8 position as a negotiator of interconnection contracts.

9

10 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

11 A. The purpose of my testimony is to provide Verizon's positions relative
12 to Issue No. 2 -- "Multi-Jurisdictional Trunks" and relative to a portion
13 of Issue No. 1 -- "Local Traffic Definition."

14

15 **ISSUE NO. 2: MULTI-JURISDICTIONAL TRUNKS**

16

17 **Q. WHAT IS THE DISPUTE REGARDING ISSUE NO. 2?**

18 A. Actually, there are two issues in dispute. The first issue is whether
19 Sprint should be permitted to dictate that access traffic (for which the
20 interexchange carrier ("IXC") must pay Verizon access charges) and
21 local traffic (for which each party charges reciprocal compensation
22 rates to the other party) between Verizon and Sprint be combined over
23 the same trunks. For the purposes of this testimony, I will call this
24 **"Issue 2a - Multi-Jurisdictional Trunks."** The second issue is
25 whether Sprint should be allowed to avoid paying access charges for

1 traffic originated by a Verizon end user that is routed through Sprint's
 2 operator service facilities by the use of what Sprint calls its dial-around
 3 "1010333+0" or "00-" service and then terminated to another Verizon
 4 end user who is in the same local calling area. Sprint claims that
 5 these calls are "local traffic," which is subject to reciprocal
 6 compensation charged to Verizon by Sprint, rather than access traffic,
 7 for which Sprint must pay access charges to Verizon. I will refer to this
 8 issue as **"Issue 2b - Pricing of Sprint Operator Service-Routed**
 9 **Calls."**

11 **ISSUE NO. 2A - MULTI-JURISDICTIONAL TRUNKS**

13 **Q. WHAT IS A "MULTI-JURISDICTIONAL TRUNK?"**

14 A. A multi-jurisdictional trunk is one that carries two or more jurisdictions
 15 of traffic.

17 **Q. HOW MANY JURISDICTIONS OF TRAFFIC ARE THERE?**

18 A. It is generally accepted that there are five (domestic) jurisdictions of
 19 traffic:

- 20 • local (*i.e.*, traffic subject to reciprocal compensation)
- 21 • intrastate intraLATA
- 22 • intrastate interLATA
- 23 • interstate intraLATA
- 24 • interstate interLATA

25 The intrastate interLATA and interstate interLATA jurisdictions of traffic

1 are currently primarily reserved for IXCs, while intrastate intraLATA
2 traffic may be carried by the local exchange carrier ("LEC") providing
3 exchange service to the end user or by an IXC - the choice is the end
4 user's. Traffic routed by a LEC to an IXC, or from an IXC to a LEC, is
5 generically called "Exchange Access."

6

7 **Q. WHAT IS SPRINT'S POSITION CONCERNING MULTI-**
8 **JURISDICTIONAL TRUNKS?**

9 A. Sprint does not want to use separate trunks for traffic between Sprint
10 local end users and any IXCs also connected at the Verizon tandem
11 and for traffic exchanged between each party's local end users. That
12 is, Sprint wants to route these two jurisdictions of traffic over the same
13 "multi-jurisdictional" trunk group.

14

15 **Q. WHY DOES SPRINT WANT TO COMBINE MULTIPLE**
16 **JURISDICTIONS OF TRAFFIC OVER THE SAME TRUNK GROUP?**

17 A. Sprint wants the ability to combine multiple jurisdictions of traffic over
18 the same trunk group to avoid access charges. For example, Sprint
19 wants the ability to route "local" traffic over access facilities in order to
20 bolster its argument that its operator service-routed calls (which are
21 discussed below) are "local" and thus subject to reciprocal
22 compensation rates rather than access charges.

23

24 **Q. WHAT IS VERIZON'S POSITION CONCERNING SPRINT'S**
25 **REQUEST TO CREATE MULTI-JURISDICTIONAL TRUNKS?**

1 A. Verizon's position is that Sprint should not have the unilateral right to
2 create multi-jurisdictional trunks in implementing interconnection of
3 Sprint's and Verizon's networks. That position is based on technical
4 and operational reasons, as well as contractual reasons between
5 Verizon and other CLECs. Further, Verizon's position is consistent
6 with that of Sprint's own incumbent local exchange company. Each of
7 these is discussed in more detail below.

8

9 **Q. WHAT ARE THE TECHNICAL AND OPERATIONAL REASONS FOR**
10 **VERIZON'S POSITION THAT SPRINT SHOULD HAVE SEPARATE**
11 **TRUNKS FOR EXCHANGE ACCESS TRAFFIC AND LOCAL**
12 **TRAFFIC?**

13 A. If Sprint's proposal is adopted, correct billing between Sprint and
14 Verizon will be impossible. In order for Sprint to bill Verizon for
15 reciprocal compensation, Sprint will need to set up terminating
16 recording capability on the trunk group that carries local traffic subject
17 to reciprocal compensation. If this same trunk group is used to carry
18 exchange access traffic coming from IXCs connected at the Verizon
19 tandem and terminating to Sprint local end users, Sprint will create
20 terminating records for the exchange access traffic as well.

21

22 Per the industry standard guidelines for the meet point billing of
23 switched access to IXCs, as defined in the Multiple Exchange Carrier
24 Access Billing ("MECAB") guidelines, and under which Sprint and
25 Verizon have agreed to operate (see § 2.8 of the interconnection

1 attachments to the draft interconnection agreements filed by both
2 Sprint and Verizon), terminating access records on tandem routed
3 traffic are created by the tandem company (Verizon) and forwarded to
4 the end office company (Sprint). If the parties utilize a single trunk
5 group for exchange access, intraLATA toll, and local traffic, Sprint will
6 create terminating records at its switch for *all* such traffic, including
7 terminating exchange access, for which Sprint will receive from
8 Verizon terminating access records per the MECAB guidelines. Sprint
9 has not identified a method by which Sprint intends to identify and
10 delete the duplicate records that Sprint will create for exchange access
11 traffic. Without a method to delete the duplicate records, Verizon is
12 rightly concerned that Sprint will bill reciprocal compensation charges
13 to Verizon for traffic for which Verizon is not responsible. As shown in
14 Exhibit WM-1, Sprint has not disputed that such duplicate records
15 would indeed be created. See email from William Munsell to Paul
16 Reed, dated May 1, 2000, a copy of which is contained in Exhibit WM-
17 1. Moreover, Sprint has not, and indeed cannot, provide to Verizon a
18 method by which Sprint intends to solve this problem. For now, Sprint
19 cannot identify, delete, or somehow flag the duplicate records that
20 Sprint would create.

21
22 **Q. WHAT IS THE MAGNITUDE OF THIS POTENTIAL PROBLEM?**

23 A. Without knowledge of the amount of traffic (local, intraLATA toll and
24 exchange access) that Sprint would terminate, it is impossible to
25 quantify the financial magnitude of this problem. However, the

1 duplication of records for terminating exchange access will no doubt
2 increase the potential for future disputes between Verizon and Sprint,
3 which will likely come before this Commission, and which can be
4 avoided altogether by the use of separate trunk groups, which has
5 been the practice in the past.

6

7 **Q. WHAT ARE THE CONTRACTUAL REASONS FOR VERIZON'S**
8 **POSITION THAT SPRINT SHOULD HAVE SEPARATE TRUNKS**
9 **FOR EXCHANGE ACCESS TRAFFIC AND LOCAL TRAFFIC?**

10 A. Each and every interconnection agreement Verizon has with facilities-
11 based CLECs in Florida requires that exchange access traffic be
12 routed between Verizon and the CLEC on trunks that are distinct from
13 trunks that carry local traffic between the two entities. If Sprint's
14 position on this issue is accepted, then Sprint, in its capacity as both
15 an IXC and as a CLEC, will have the ability to route both exchange
16 access and local traffic to a Verizon tandem switch on the same trunk
17 group. Some of this traffic will be ultimately destined for other CLECs
18 that are also interconnected at the Verizon tandem switch. In such a
19 case, Verizon will not be able to "separate" the exchange access traffic
20 destined for a third party CLEC from the local traffic also destined for
21 that third party CLEC. This will put Verizon in a position of contractual
22 non-compliance with each and every facilities-based CLEC in Florida
23 with which Verizon has an interconnection agreement.

24

25

1 **Q. DOES SPRINT-FLORIDA, INCORPORATED PERMIT SPRINT**
2 **COMMUNICATIONS COMPANY L.P. TO COMBINE MULTIPLE**
3 **JURISDICTIONS OF TRAFFIC ON THE SAME TRUNK GROUP?**

4 A. No. Sprint-Florida, Incorporated (an ILEC) does not permit Sprint
5 Communications Company L.P. (a CLEC) to combine multiple
6 jurisdictions of traffic on the same group. As shown in Exhibit WM-2,
7 §§ 34.1.1.1 through 34.1.1.2 of the interconnection agreement
8 between Sprint-Florida, Incorporated and Sprint Communications
9 Company L.P. require the separation of exchange access traffic onto
10 its own trunk group. This is standard operating practice for the
11 strategic business unit of Sprint that operates as an ILEC and is
12 consistent with Verizon's position in this arbitration.

13

14 **Q. DOES SPRINT THE ILEC PERMIT OTHER CLECS TO COMBINE**
15 **MULTIPLE JURISDICTIONS OF TRAFFIC ON THE SAME TRUNK**
16 **GROUP?**

17 A. No. As shown in Exhibit WM-3, §§ 52.1.1.1 though 52.1.1.2 of the
18 interconnection agreement between United Telephone Company of
19 Texas, Inc. d/b/a Sprint and Central Telephone Company of Texas
20 d/b/a Sprint, and Ernest Communications. Inc. require the separation
21 of exchange access traffic onto its own trunk group - again, a position
22 that is consistent with Verizon's position in this arbitration.

23

24

25

ISSUE NO. 2B - PRICING OF SPRINT OPERATOR SERVICE-ROUTED
CALLS

**Q. WHAT IS THE ISSUE RELATING TO PRICING OF SPRINT
OPERATOR SERVICE-ROUTED CALLS?**

A. The dispute is whether Sprint can avoid paying access charges for calls that are routed in a manner that is subject to access charges. Sprint, like many IXCs, offers a service whereby Verizon customers can use Sprint's long distance service even if they are not presubscribed to that service. This is accomplished when a caller initiates a call with "1010333+0." A separate but related service is for those Verizon customers who are presubscribed to Sprint's long distance service and can access Sprint's operator services simply by dialing "00-". Sprint wants to begin marketing both of these services as a method of providing local phone service (they are currently used for providing long distance service). In other words, Sprint wants Verizon customers to make a call to their neighbors next door by using these services. When this is done, Sprint wants to treat this as a local call subject to reciprocal compensation rather than an exchange access call subject to access charges. Sprint takes this position despite the fact that these calls are (1) originated by a Verizon end user dialing "00-" or "1010333+0," (2) routed by Verizon to Sprint's operator service platform over the same access facilities as all other exchange access traffic destined to Sprint (the IXC), and (3) routed by Sprint back to Verizon to terminate to another Verizon end user who

1 resides within the same local calling area as the originating caller.

2

3 **Q. HOW DOES THE PRICING OF SPRINT OPERATOR SERVICE-**
4 **ROUTED CALLS RELATE TO THE MULTI-JURISDICTIONAL**
5 **TRUNK ISSUE?**

6 A. Sprint's simplistic argument for treating these calls as local rather than
7 exchange access is that because the calls originate and terminate
8 within the same local calling area, they must be local. As described
9 above, these calls are indisputably routed over access facilities to get
10 to Sprint's operator service platform. These calls, therefore, are
11 exchange access calls because they are transported over exchange
12 access facilities. The multi-jurisdictional trunk issue is implicated only
13 if these calls are re-classified as "local." That is, if such calls are re-
14 classified as local, but are still carried over access trunks, then the
15 access trunks over which they are routed, by definition, become multi-
16 jurisdictional in nature, as Sprint has chosen to define that term. Thus,
17 Sprint creates a multi-jurisdictional trunking issue by seeking to
18 redefine a subset of exchange access traffic as local.

19

20 **Q. ARE THE SPRINT OPERATOR SERVICE-ROUTED CALLS AT**
21 **ISSUE EXCHANGE ACCESS CALLS OR LOCAL CALLS?**

22 A. As explained below regarding Issue No. 1, Definition of Local Traffic,
23 these calls are exchange access calls, and there is no basis to
24 redefine them as "local" for compensation purposes. If properly
25 classified as exchange access calls, there is no multi-jurisdictional

1 trunk issue presented by these Sprint operator service-routed calls.

2

3 **ISSUE NO. 1: DEFINITION OF LOCAL TRAFFIC**

4

5 **Q. WHAT IS THE DISPUTE REGARDING THE DEFINITION OF**
6 **"LOCAL TRAFFIC"?**

7 A. There are really two issues: (1) how to apply the recently released
8 *FCC Order on Remand, Implementation of the Local Competition*
9 *Provisions in the Telecommunications Act of 1996; Intercarrier*
10 *Compensation for ISP-Bound Traffic*, Order on Remand and Report
11 and Order in CC Docket Nos. 96-98 & 99-68 (Apr. 27, 2001), which is
12 a legal issue that will not be addressed in my testimony; and, (2)
13 whether Sprint can manipulate the definition of local traffic so that it
14 includes calls originated by a Verizon customer using "1010333+0" or
15 "00-" and delivered by Verizon to a Verizon customer in the same local
16 calling area that are routed through Sprint's operator service platform.

17

18 **Q. IN GENERAL, HOW ARE CALLS THAT ARE INITIATED BY**
19 **DIALING "1010333+0" AND "00-" ROUTED BY VERIZON?**

20 A. If a Verizon customer dials "1010333+0," or a customer presubscribed
21 to Sprint long distance dials "00-," the call travels from the Verizon end
22 user to the Verizon central office and then up to the Verizon access
23 tandem, where it is then switched to the Sprint (in Sprint's capacity as
24 an IXC) point of presence ("POP").

25

1 **Q. WHAT HAPPENS IF THE PERSON BEING CALLED IS ALSO A**
2 **VERIZON CUSTOMER?**

3 A. Sprint (the IXC) would route the call off of its interexchange trunks,
4 through its POP, back to a Verizon access tandem, which would then
5 route the call to the central office that serves the called Verizon
6 customer, and finally switch the call to the line that serves the called
7 end user.

8
9 **Q. DOES THIS MEAN THAT SPRINT'S OPERATOR SERVICE-**
10 **ROUTED CALLS ARE SWITCHED NUMEROUS TIMES ON BOTH**
11 **ENDS?**

12 A. Yes, exactly like a standard-dialed long distance call.

13
14 **Q. IS THIS AN EFFICIENT WAY TO PROVIDE LOCAL CALLING**
15 **SERVICE?**

16 A. No. However, Sprint's proposal imposes the costs of this inefficiency
17 on Verizon.

18
19 **Q. DOES VERIZON INCUR COSTS WHEN SWITCHING CALLS**
20 **THROUGH ITS ACCESS TANDEMS?**

21 A. Absolutely. That is exactly why the FCC allows local exchange
22 carriers like Verizon to impose exchange access charges on IXCs who
23 either deliver traffic through their POPs to the local calling area or pick
24 up traffic via their POPs from the local calling area. Access charges
25 are assessed differently than reciprocal compensation—the IXC pays

1 the LEC regardless of whether the LEC is originating or terminating the
2 call.

3

4 **Q. WHAT ARE THE INDUSTRY STANDARDS RELATIVE TO "00-"**
5 **AND "101XXXX+0" DIALING PATTERNS?**

6 A. As is shown in Exhibit WM-4, § 3.10 of *BOC Notes on the LEC*
7 *Networks*, specifies that the result of "00-" and "101XXXX" dialing
8 patterns should be to route such calls to an IXC. Further, as is shown
9 in Exhibit WM-5, the Industry Numbering Committee document on
10 carrier identification code ("CIC") guidelines, CIC codes (represented
11 by the "XXXX" in the dialing pattern of "101XXXX") are used for routing
12 from the local exchange network to the access purchaser and for
13 billing between the local exchange carrier and the access purchaser,
14 i.e., the IXC. Verizon's position that traffic dialed via "00-" or
15 "101XXXX+0" is access traffic, and should be compensated as such, is
16 consistent with these guidelines, as well as Verizon's Florida access
17 tariff, from which Sprint has purchased access services (see Exhibit
18 WM-6, § 6.2.1(D)(8)). The Verizon Florida access tariff is also
19 consistent with the Florida access tariff of Sprint-Florida, Incorporated
20 (see Exhibit WM-7, § E6.2.4 A.6).

21

22 **Q. IS THIS ISSUE UNIQUE TO CALLS DIALED VIA "00-" OR**
23 **"101XXXX+0"?**

24 A. No. Generally there is nothing to preclude calls dialed via "1+", or
25 "101XXXX+1+7/10D" from being routed to the customer's chosen toll

1 provider even when the dialed number (the "7/10D") is in the same
2 local calling area as the originating telephone number. Additionally,
3 the termination point of "800/888" dialed calls may also occur in the
4 same local calling area as the originating telephone number. In all of
5 these cases, standard industry practice is for the LECs involved in the
6 origination and termination of this exchange access service to bill the
7 IXC pursuant to tariffed access charges.

8
9 **Q. IS THIS AN ISSUE THAT SHOULD BE ADDRESSED IN AN**
10 **INTERCONNECTION AGREEMENT MADE PURSUANT TO THE**
11 **TELECOMMUNICATIONS ACT OF 1996?**

12 **A** No. The Telecommunications Act of 1996 established the duty of all
13 local exchange carriers to interconnect and establish reciprocal
14 compensation arrangements for the transport and termination of
15 telecommunications. In the FCC's *First Report and Order* in CC
16 Docket No. 96-98, the FCC clarified that § 251(b)(5) of the Act did not
17 entitle an IXC to receive reciprocal compensation from a LEC when a
18 call is passed from the LEC serving the caller to the IXC. Reciprocal
19 compensation applies when telecommunication traffic originates on the
20 network of one LEC and terminates on the network of another LEC
21 within the same local calling area. In contrast, as proposed by Sprint,
22 the contract provisions that encompass Issues 1 and 2 envision a call
23 that is originated by a Verizon end user, routed to Sprint over access
24 facilities so that Sprint can provide an operator service, and
25 subsequently routed back to Verizon for call termination within the

1 same local calling area of the originating caller. Since these calls do
2 not involve the origination and termination on different LEC networks,
3 by definition, this arrangement does not constitute interconnection or
4 give rise to the duty to establish reciprocal compensation as provided
5 for in Section 251 of the Act. In short, these calls are not local calls
6 and should not be addressed in an interconnection agreement that
7 addresses local market competition.

8

9 **Q. HAVE OTHER STATE COMMISSIONS ADDRESSED THIS ISSUE?**

10 A. Yes. In fact, Sprint has lost this argument three times already, in
11 Massachusetts, Pennsylvania and California. The rationale applied by
12 the Massachusetts Department of Telecommunications and Energy is
13 directly applicable here:

14 Next, we address the issue of whether reciprocal
15 compensation rates should apply when Sprint
16 routes local calls through its long distance
17 facilities. This issue affects a small percentage of
18 calls, specifically those calls in which a Verizon
19 customer uses a Sprint dial-around option to place
20 a call to another Verizon customer in the same
21 local calling area. The question, therefore, is
22 whether Sprint should pay reciprocal
23 compensation or exchange access rates when
24 Verizon terminates such calls It is clear that
25 the situation addressed in this dispute does not

1 fall within the limits of reciprocal compensation as
 2 defined by the FCC. Because Sprint is not the
 3 originating carrier for calls between two Verizon
 4 customers who use a Sprint dial-around
 5 mechanism, the Department finds that Sprint is
 6 not entitled to pay reciprocal compensation rates.
 7 Therefore, the Department agrees with Verizon
 8 that Sprint is required to pay applicable access
 9 rates when it handles such calls through dial-
 10 around methods.

11 *In re Petition of Sprint Communications, L.P., pursuant to Section*
 12 *252(b) of the Telecommunications Act of 1996 for Arbitration of an*
 13 *Interconnection Agreement between Sprint and Verizon, MA, Docket*
 14 *No. 00-54, Order, at 10-11 (Mass. D.T.E., Dec. 11, 2000) (footnotes*
 15 *omitted); see also In the Matter of the Petition of Sprint*
 16 *Communications Co., L.P., for Arbitration of Interconnection Rates,*
 17 *Terms, Conditions, and Related Arrangements with Verizon California,*
 18 *dba GTE California Inc., Dec. No. 01-03-044, at 6-8 (Cal. P.U.C., Mar.*
 19 *15, 2001). Petition of Sprint Communications Company, L.P. for an*
 20 *Arbitration Award of Interconnection Rates, Terms and Conditions*
 21 *Pursuant to 47 U.S.C. § 252(b) and Related Arrangements With*
 22 *Verizon Pennsylvania, Inc., Docket No. A-310183F0002, Opinion and*
 23 *Order, at 43-50, 67-78 (Penn. P.U.C., October 12, 2001).*

24

25 **Q. PLEASE SUMMARIZE WHY SPRINT'S POSITION IS**

1 **UNREASONABLE.**

2 A. There are two basic reasons. First, these are not local calls and
3 reciprocal compensation is simply unavailable. The FCC clearly states
4 in 47 C.F.R. § 51.701(e) that reciprocal compensation is payable only
5 for traffic that originates on the network of one carrier and terminates
6 on the network of a different carrier. *Here, the traffic is both originating*
7 *and terminating on Verizon's network.* By definition, reciprocal
8 compensation does not apply. Second, Verizon is entitled to collect
9 access charges for calls Verizon originates or terminates in the
10 provision of exchange access service to IXC's. Under Sprint's plan,
11 Verizon would collect only the much lower reciprocal compensation
12 rate for incoming calls, and would not collect *anything* for outgoing
13 calls. Section 251(g) of the Act prohibits any alteration of the access
14 regime in existence at the time of the Act until access reform is
15 complete. Sprint's proposal would do just that.

16

17 **Q. SO HOW DOES VERIZON PROPOSE THESE CALLS BE**
18 **CHARGED?**

19 A. Like they have always been—at switched exchange access rates.
20 That is how Verizon has been billing the calls for the past fifteen years,
21 even when a dial-around customer was just calling the person next
22 door.

23

24 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

25 A Yes.

1 **DIRECT TESTIMONY OF TERRY R. DYE**

2

3 **Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS.**

4 A. My name is Terry R. Dye. My business address is 600 Hidden Ridge
5 Drive, Irving, Texas, 75038.

6

7 **Q. ON WHOSE BEHALF ARE YOU TESTIFYING AND BY WHOM ARE**
8 **YOU EMPLOYED?**

9 A. I am testifying on behalf of Verizon Florida Inc. ("Verizon" or
10 "Company"), formerly known as GTE Florida Incorporated. I am
11 employed by Verizon Services Group as Manager – Regulatory.

12

13 **Q. PLEASE SUMMARIZE YOUR EDUCATION AND WORK**
14 **EXPERIENCE.**

15 A. I received a Bachelor of Science Degree in Economics in 1977 and a
16 Master of Arts Degree in Economics in 1979, both from the University
17 of Missouri. Upon graduation, I accepted a position with the Missouri
18 Department of Natural Resources as a Planner until accepting
19 employment as an Economist with the Missouri Public Service
20 Commission in 1981. Thereupon, I was assigned to the Rates and
21 Tariffs Section of the Communications Department. I was responsible
22 for the review and preparation of testimony, exhibits and cost support
23 data submitted in support of tariff filings and making recommendations
24 based upon that review.

25

1 In January 1984, I accepted a position as a Rate Manager in the
2 Economics and Rates Department of the Illinois Commerce
3 Commission. In that capacity, I had general rate design responsibility
4 over telephone utility matters in the Rate Design Section.

5

6 I joined Contel Telephone Operations in January 1985 as a Senior
7 Financial Analyst in the Pricing Group of the Revenue Department. I
8 was promoted to Pricing Manager in December 1987.

9

10 With the merger of Contel and GTE in 1991, I accepted the position of
11 Rate Design Manager with GTE Telephone Operations. From January
12 1993 to January 1994, I held the position of New Services Manager in
13 the Pricing Department. In 1994, I was assigned my current position.

14

15 **Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE ANY REGULATORY**
16 **COMMISSIONS?**

17 **A.** Yes. I have testified on numerous occasions in the area of
18 telecommunications ratemaking and cost methodologies representing
19 the staff of the Public Service Commissions in both Missouri and
20 Illinois. While with Contel, I presented testimony in the states of South
21 Carolina, West Virginia and New York. I have also testified on behalf
22 of GTE Hawaiian Telephone Company and GTE Northwest
23 Incorporated. Over the past few years I have presented testimony on
24 behalf of GTE in proceedings related to the Telecommunications Act of
25 1996 in the states of Pennsylvania, Ohio, Illinois, Indiana, Wisconsin,

1 Michigan, Kentucky, Arkansas, New Mexico, Alabama, Washington,
2 and South Carolina.

3

4 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

5 A. My testimony addresses whether Verizon should be required to
6 provide Sprint custom calling features (often referred to as "vertical
7 features") at wholesale rates set pursuant to § 252(d)(3) of the
8 Telecommunications Act of 1996 (the "Act") even if Sprint does not
9 concurrently order Verizon's dial tone service (Arbitration Issue 3).
10 The issue is not whether Sprint may purchase custom calling features
11 for resale without purchasing Verizon's dial tone service: it can. The
12 issue is how much Sprint must pay for those services when it
13 purchases them on what is known as a "stand-alone" basis -- that is,
14 without concurrently purchasing Verizon's dial tone service. Because
15 Verizon only offers its custom calling features at retail to customers
16 who concurrently purchase Verizon's dial tone service, Verizon has no
17 obligation under § 251(c)(4) to provide Sprint with those features on a
18 stand-alone basis at the § 252(d)(3) wholesale discount rate. Rather,
19 Sprint may purchase and resell custom calling features on a stand-
20 alone basis on the same terms and conditions as Verizon currently
21 offers to Enhanced Service Providers ("ESPs").

22

23

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RESALE OF CUSTOM CALLING FEATURES

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Q. WHAT DOES SPRINT PROPOSE WITH RESPECT TO CUSTOM CALLING FEATURES?

A. Sprint proposes that Verizon be required to offer its retail custom calling features for resale at the § 252(d)(3) wholesale discount rate without the concurrent purchase and resale of the basic dial tone service with which those custom calling features are always sold at retail.

Q. WHAT ARE CUSTOM CALLING FEATURES?

A. A custom calling feature is a network capability that Verizon provides in conjunction the basic dial tone service, such as Call Forward Busy Line/Don't Answer. Verizon also refers to central office custom calling features as calling services.

Q. WHAT ARE THE TERMS AND CONDITIONS UNDER WHICH VERIZON OFFERS CUSTOM CALLING FEATURES AT RETAIL?

A. Pursuant to Verizon's retail tariff, a retail customer must purchase Verizon basic dial tone service to order or use the custom calling features Verizon offers at retail. (See Verizon General Services Tariff, Section A13.14, 11th Revised Page 10). The tariff states that calling services are furnished in connection with individual line service exclusive of semipublic telephone service, CENTREX, CentraNet®, and PBX trunk lines. That is, a retail customer must first purchase

1 Verizon's basic dial tone service before it may order Verizon's retail
2 custom calling features.

3

4 Indeed, as a practical matter, a customer must have basic dial tone
5 service in order to use a custom calling feature. For example,
6 residence customers requesting call forward busy/don't answer for
7 their home can only place that service on their own residence line(s).

8

9 **Q. IS IT YOUR UNDERSTANDING THAT VERIZON MUST PROVIDE**
10 **SERVICES FOR RESALE AT WHOLESALE RATES IN A MANNER**
11 **INCONSISTENT WITH HOW VERIZON OFFERS THOSE SERVICES**
12 **AT RETAIL?**

13 **A.** No. Although I am not a lawyer, it is my understanding that the Act
14 requires incumbent local exchange carriers ("ILECs") "to offer for
15 resale at wholesale rates any telecommunications service that the
16 carrier provides at retail to subscribers who are not
17 telecommunications carriers." 47 U.S.C. § 251(c)(4). As explained
18 above, Verizon does not offer custom calling features on a stand-alone
19 basis at retail. Accordingly, it is my understanding that to the extent
20 Sprint seeks to purchase and resell these services in a manner
21 inconsistent with how Verizon offers them at retail, it does so outside
22 the context of § 251(c)(4) and would not be entitled to the § 252(d)(3)
23 discount.

24

25 I believe the Federal Communications Commission's First Report and

1 Order implementing the Act is consistent with my understanding. In
2 the First Report and Order, the FCC stated that ILECs are not required
3 to "disaggregate a retail service into more discrete retail services."
4 (Implementation of the Local Competition Provisions in the Telecomm.
5 Act of 1996, 11 FCC Rcd 15499, at ¶877 (1996).) As compared to
6 Verizon's retail offering of custom calling features with the minimum
7 purchase of a dial tone line service, an offering of custom calling
8 features on a stand-alone basis would be tantamount to an
9 impermissible disaggregation of Verizon's "retail service into more
10 discrete retail services."

11

12 If Sprint wishes to purchase custom calling features at a § 252(d)(3)
13 discount for resale, it must do so on the same terms and conditions
14 that Verizon provides the relevant services to its retail customers. If
15 Sprint wishes to purchase custom calling features on different terms
16 and conditions, it cannot require Verizon to sell them at a § 252(d)(3)
17 discount.

18

19 **Q. DOES VERIZON'S RETAIL TARIFF SET FORTH RATES AND**
20 **CHARGES FOR CUSTOM CALLING FEATURES SEPARATE FROM**
21 **THE BASIC DIAL TONE SERVICE?**

22 **A.** Yes. Verizon's retail tariff has separate rates and charges for custom
23 calling features. Although it is true that a retail customer may order the
24 dial tone service without any custom calling features, the reverse is not
25 true. The retail customer cannot order the custom calling features

1 without the dial tone services. Verizon's retail tariff recognizes both of
2 these scenarios -- (1) the purchase of dial tone service without custom
3 calling features and (2) the purchase of dial tone service with one or
4 more custom calling features. The pricing scheme does not change
5 the fact that the tariff makes clear that a retail customer must have
6 basic dial tone service to order and use custom calling features.
7 Because a customer may have basic dial tone service with or without
8 additional custom calling features, it is necessary and appropriate for
9 Verizon to set forth rates and charges for custom calling features that
10 are optional additions to the rates for basic dial tone service.

11

12 **Q. DOES VERIZON PROVIDE CUSTOM CALLING FEATURES TO ANY**
13 **CUSTOMER TO WHOM IT DOES NOT ALSO PROVIDE THE**
14 **ASSOCIATED DIAL TONE LINE?**

15 **A.** Yes, but not at the § 252(d)(3) discount that Sprint seeks. Verizon
16 provides the network capabilities of various custom calling features to
17 virtually any entity that subscribes to the services offered under
18 Verizon's General Services Tariff, Section A13.33, even though the
19 entities do not also purchase the directly associated basic dial tone
20 service. These intermediaries, commonly known as enhanced service
21 providers or "ESPs", resell custom calling features to the Verizon dial
22 tone subscriber as part of an enhanced service offering such as voice
23 messaging. The provision of custom calling features under Section
24 A.13.33 of Verizon's tariff is not a retail offering, but a wholesale/resale
25 offering which predates the Act, and is not subject to the resale.

1 obligation of § 252(c)(4) or the § 252(d)(3) discount. Allowing Sprint,
2 as it requests, to purchase custom calling features on a stand-alone
3 basis at a § 252(d)(3) wholesale discount would be unfair to the ESPs
4 which have always purchased custom calling features from Verizon
5 under the FCC's Open Network Architecture ("ONA") rules, with no
6 such discount. It would give Sprint an unfair advantage vis-à-vis other
7 ESPs: both Sprint and the ESPs are purchasing custom calling
8 features as wholesalers, yet Sprint would get a discounted rate.

9
10 **Q. IF SPRINT WERE TO PURCHASE CUSTOM CALLING FEATURES**
11 **ON A STAND-ALONE BASIS, WITHOUT THE ASSOCIATED DIAL**
12 **TONE LINE, WOULD THE SERVICE PROVIDED BY SPRINT TO**
13 **THE END-USER BE SIMILAR TO THE SERVICE PROVIDED BY AN**
14 **ESP?**

15 **A.** I see no difference. Sprint plans on using call forwarding busy line and
16 call forwarding no answer as part of their unified communications
17 platform. This platform allows an end-user to retrieve their voice mail
18 messages from various devices. Sprint wants Call Forwarding Busy
19 Line and Call Forwarding No Answer in order to have the end-user's
20 wire-line phone messages forwarded to this platform. In this way, calls
21 could be retrieved from any of these other devices. This is identical to
22 the way ESPs utilize the custom calling features provided under
23 Section 48 to provide their voice messaging services. When Sprint
24 utilizes custom calling features in this way, it is performing the services
25 of an ESP rather than a CLEC, and the same rates, terms and

1 conditions applicable to ESPs should apply to Sprint.

2

3 **Q. DOES VERIZON'S POSITION IN ANY WAY LIMIT OR RESTRICT**
4 **SPRINT'S ABILITY TO RESELL CUSTOM CALLING FEATURES?**

5 A. No. Sprint can purchase custom calling features such as Call
6 Forwarding/Busy Line No Answer from the same Verizon tariff (i.e.
7 under Section A.13.33) and at the same rate as ESPs for resale to its
8 customers while Verizon continues to provide the directly associated
9 dial tone line.

10

11 **Q. IF IT IS POSSIBLE FOR VERIZON TO PROVIDE CUSTOM**
12 **CALLING FEATURES ON A STAND-ALONE BASIS FOR RESALE**
13 **BY SPRINT, WHY DOES VERIZON OPPOSE A REQUIREMENT IN**
14 **ITS INTERCONNECTION AGREEMENT WITH SPRINT REQUIRING**
15 **IT TO DO SO AT A § 252(d)(3) WHOLESALE DISCOUNT RATE?**

16 A. Setting aside my belief that Verizon cannot be required to do so
17 pursuant to § 251(c)(4), the Commission should not do so. It is
18 Verizon's retail pricing scheme against which the § 252(d)(3)
19 wholesale discount is to be applied. The § 252(d)(3) wholesale
20 discount is developed through an avoided cost analysis that considers
21 what costs Verizon will avoid should it cease to provide retail dial tone
22 service. Verizon's current § 252(d)(3) wholesale discount was derived
23 by examining the total (combined dial tone line and custom calling
24 feature) retail expense avoided when sales and ordering processes
25 change from retail to wholesale. It would be unfair and inconsistent

1 with the avoided cost analysis used to calculate the § 252(d)(3)
2 wholesale discount if that discount is applied in a context in which
3 Verizon continues to provide the retail dial tone service.
4

5 Currently, there is no viable measurement of sales and ordering
6 expenses for stand-alone custom calling features incorporated into the
7 current discount level. Indeed, there is no measurable product
8 expense data on which to base the discount. If Verizon is required to
9 provide Sprint custom calling features on a stand-alone basis, Verizon
10 will avoid few, if any, costs because the majority of sales, ordering and
11 billing costs would remain associated with basic dial tone line, for
12 which Verizon would remain responsible. To illustrate this, consider
13 that the establishment of a customer account and assignment of line
14 number to a customer address will comprise the bulk of ordering costs
15 – to augment this information with a custom calling feature is a
16 comparatively minor effort. Also, the sales cost to acquire a customer
17 would exceed the sales cost to augment their service. The situation
18 then has the likely outcome of a discount in name but not in
19 mathematical practice.
20

21 Verizon's retail and § 252(d)(3) wholesale rates are developed based
22 on how Verizon offers its services at retail. Consistently, § 252(c)(4)
23 only requires Verizon to offer for resale at § 252(d)(3) discounted rates
24 the telecommunications services consistent with Verizon's offering of
25 those services at retail. To allow Sprint to "disaggregate" Verizon's

1 retail offerings and yet to get a discount calculated based on Verizon's
2 retail service is simply unfair and inconsistent with the requirements of
3 the Act.

4

5 **Q. WOULD VERIZON INCUR IMPLEMENTATION COSTS IF IT IS**
6 **REQUIRED TO FACILITATE THE RESALE OF CUSTOM CALLING**
7 **FEATURES ON A STAND-ALONE BASIS TO CLECs?**

8 A. Reselling custom calling features on a stand-alone basis may require
9 modifications to its provisioning and billing systems for CLECs. If
10 Verizon is required to provide Sprint with custom calling features on a
11 stand-alone basis to Sprint pursuant to § 252(c)(4), Verizon should be
12 permitted the opportunity to calculate and seek recovery of any
13 additional costs it incurs for such resale.

14

15 **SUMMARY**

16

17 **Q. PLEASE SUMMARIZE YOUR DIRECT TESTIMONY.**

18 A. Under the Act, Verizon is not obligated to provide Sprint custom calling
19 features for resale on a stand-alone basis at the § 252(d)(3) wholesale
20 discount. Verizon will resell custom calling features, when purchased
21 on a stand-alone basis, under Verizon's General Services Tariff,
22 Section A13.33. Resale of Verizon's retail custom calling features at
23 the wholesale rates provided for under 47 U.S.C. §251(c)(4) will be
24 made to Sprint under the same terms and conditions as Verizon
25 currently offers to its retail end-users--in conjunction with basic

1 exchange service. That is, Verizon should not be required to
2 disaggregate retail custom calling features from the basic exchange
3 service.

4

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

6 **A.** Yes, it does.

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1 **REBUTTAL TESTIMONY OF TERRY R. DYE**

2

3 **I. INTRODUCTION AND PURPOSE**

4

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

6 A. My name is Terry R. Dye. My business address is 600 Hidden Ridge,
7 Irving, Texas, 75038.

8

9 **Q. ARE YOU THE SAME TERRY DYE WHO FILED DIRECT**
10 **TESTIMONY IN THIS DOCKET?**

11 A. Yes.

12

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

14 A. My testimony responds to the testimony of Mark G. Felton concerning
15 Sprint's attempt to obtain custom calling features at the wholesale
16 rates set pursuant to § 252(d)(3) of the Telecommunications Act of
17 1996 (the "Act") when Sprint does not concurrently order Verizon's dial
18 tone service. In short, Mr. Felton both (i) misses the point when he
19 focuses on technical feasibility and (ii) incorrectly concludes that the
20 resale of vertical features separate and apart from the dial tone service
21 is always "technically feasible." The wholesale discount is applied to
22 Verizon's retail offerings purchased by non-telecommunications
23 carriers. That wholesale discount is not intended or appropriate for
24 application outside the context of Verizon's retail offerings.

25

II. RESALE OF VERTICAL FEATURES

1
2
3 Q. ON PAGE 3, MR. FELTON DESCRIBES THE ISSUE AS
4 SPRINT WISHING TO "PURCHASE CUSTOM CALLING
5 SERVICES AND OTHER VERTICAL FEATURES ON A
6 'STAND-ALONE' BASIS FOR RESALE WITHOUT THE
7 RESTRICTION OF HAVING TO ALSO PURCHASE THE
8 BASIC LOCAL SERVICE FOR RESALE." DOES MR.
9 FELTON CORRECTLY STATE THE ISSUE?

10 A. No. The issue is simply whether *the wholesale discount*
11 *should apply* to custom calling and other vertical features when
12 those features are purchased in a manner not currently
13 available in our retail tariff. Sprint may indeed purchase custom
14 calling services and other vertical features, which Mr. Felton
15 refers to as Verizon's Smart Callsm services, on a "stand-alone"
16 basis for resale without having to also purchase the basic local
17 service for resale. There is no restriction on the resale of
18 these features.

19
20 Q. ON PAGE 4, MR. FELTON ASSERTS THAT "VERTICAL
21 FEATURES ARE RETAIL SERVICES THAT ARE PRICED AND
22 PURCHASED SEPARATELY FROM THE BASIC LOCAL SERVICE."
23 IS HE CORRECT?

24 A. He is only partially correct. As I explained in my Direct Testimony,
25 custom calling services are *priced* separately from basic local service,

1 because an end-user can, but need not, purchase such additional
2 services. However, as I also explained in my Direct Testimony, the
3 custom calling services are never "*purchased* separately from the
4 basic local service" by Verizon's retail end-users who are not
5 telecommunications carriers. Rather, the custom calling services are
6 only purchased by retail end-users who are not telecommunications
7 carriers with the *concurrent* purchase of Verizon's dial tone service.

8

9 **Q. WHY IS MR. FELTON'S FOCUS ON TECHNICAL FEASIBILITY**
10 **MISPLACED?**

11 **A.** The issue is not *whether* Sprint can purchase custom calling features
12 for resale without purchasing Verizon's dial tone service or whether it
13 is technically feasible for Verizon to provide custom calling features on
14 a stand-alone basis: it can and it often is. The issue is how much
15 Sprint must pay for those services when it purchases them on what is
16 known as a "stand-alone" basis -- that is, without concurrently
17 purchasing Verizon's dial tone service. Because Verizon only offers its
18 custom calling features *at retail* to non-telecommunications carriers
19 who concurrently purchase Verizon's dial tone service, Verizon has no
20 obligation under § 251(c)(4) to provide Sprint with those features on a
21 stand-alone basis at the § 252(d)(3) wholesale discount rate. Rather,
22 Sprint may purchase and resell custom-calling features on a stand-
23 alone basis on the same terms and conditions as Verizon currently
24 offers to Enhanced Service Providers ("ESPs").

25

1 Q. MR. FELTON DISCUSSES VERIZON'S PROVISIONING OF
2 CERTAIN CALL-FORWARDING FEATURES TO ESPS. COULD YOU
3 DISCUSS THE CIRCUMSTANCES UNDER WHICH VERIZON
4 PROVIDES THESE SERVICES TO THE ESPS?

5 A. Yes. On page 8 of his testimony, Mr. Felton correctly points out that
6 Verizon sells various call-forwarding features to ESPs, or information
7 service providers ("ISPs"), on a stand-alone basis without also selling
8 the underlying local dial tone lines. ESPs, however, are not entitled to
9 the resale discount provided in the Act. That is, ISPs are not
10 telecommunications carriers. When Sprint seeks to obtain vertical
11 services to be used exclusively in conjunction with its "information
12 services" offering described at page 9 of his testimony, Sprint is not
13 engaged in providing telecommunications services, but is acting as an
14 ISP. The Act's definitions support this characterization, highlighting the
15 distinction between information services and ISPs on the one hand,
16 who are not entitled to the wholesale discount, and telecommunications
17 and telecommunications carriers on the other, who are:

18 Information service. -- The term "information service"
19 means the offering of a capability for generating,
20 acquiring, storing, transforming, processing, retrieving,
21 utilizing, or making available information via
22 telecommunications, and includes electronic publishing,
23 but does not include any use of any such capability for
24 the management, control, or operation of a
25 telecommunications system or the management of a

telecommunications service. (Emphasis added)

Telecommunications. -- The term "telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunications carrier. -- The term "telecommunications carrier" means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services (as defined in section 226). ***A telecommunications carrier shall be treated as a common carrier under this Act only to the extent that it is engaged in providing telecommunications services,*** except that the Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage. (Emphasis added)

Telecommunications service. -- The term "telecommunications service" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

1

2 ISPs are entities offering end-users information services as defined
3 above. The "Unified Communications" product, which "allows
4 messages to be retrieved from various electronic devices..." described
5 in Mr. Felton's testimony, on pages 8 and 9, falls within the above
6 definition of information service.

7

8 A telecommunications carrier is engaged in providing
9 telecommunications services if it is providing the end-user local
10 exchange service. If a telecommunications carrier is *only* offering the
11 end-user information services and is not engaged in providing
12 telecommunications services, then it should not be treated as a
13 common carrier under the Act and should not be eligible to receive the
14 wholesale discount on those services as outlined in § 252(d)(3).

15

16 To the extent Sprint seeks to obtain vertical services to be used
17 exclusively in conjunction with its "information services," Sprint should
18 purchase these services under Verizon's Florida General Services
19 Tariff, Section A13 just as other ISPs do.

20

21 **Q. EVEN IF TECHNICAL FEASIBILITY IS NOT THE DECIDING**
22 **FACTOR, IS IT ALWAYS TECHNICALLY FEASIBLE FOR**
23 **DIFFERENT CARRIERS TO PROVISION THE DIAL TONE SERVICE**
24 **AND THE CUSTOM CALLING FEATURES?**

25 **A.** No. Setting aside the pricing issue, Mr. Felton correctly points out, as

1 have I, that there are instances in which Verizon can provide custom
2 calling features to a telecommunications carrier for resale separate
3 and apart from the dial tone service. However, it is not always the
4 case that Verizon may provide vertical features to Sprint over its
5 facilities. Different CLECs may provide the basic dial tone service
6 through resale, unbundled network elements ("UNEs"), their own
7 facilities, or some combinations of their own facilities and UNEs. On
8 page 11 of his testimony, Mr. Felton incorrectly concludes that "the fact
9 that another CLEC provides a customer's basic service should not
10 preclude Sprint (or any other CLEC) from providing optional services to
11 that same customer."

12

13 For example, if a different CLEC provides basic local service through
14 the use of UNEs to a customer to whom Sprint was reselling stand-
15 alone vertical features, Verizon would be in no position to continue to
16 offer Sprint vertical features for resale. Verizon would be providing the
17 CLEC with the network functionality of offering vertical features, and
18 the CLEC would have the sole right to provide the vertical features to
19 the customer. The purchaser of UNEs effectively becomes the
20 "owner" of the network elements and is entitled to the exclusive use of
21 all of the features and functions associated with it. In such a case, the
22 CLEC would not be required under the Act to offer vertical features for
23 resale at wholesale rates to any other CLEC, such as Sprint.

24

25 Moreover, no matter which carrier is providing the dial tone service --

1 but especially when a carrier other than Verizon is providing the dial
2 tone service -- Verizon's ordering and billing systems for CLECs are
3 not currently designed to process and bill orders for stand-alone
4 vertical features from CLECs.

5

6 **Q. MR. FELTON SPENDS A GREAT DEAL OF TIME DISCUSSING**
7 **WHETHER IT IS A "REASONABLE RESTRICTION" TO OFFER**
8 **VERTICAL FEATURES AT THE WHOLESALE RATE PROVIDED IN**
9 **THE ACT ONLY WHEN THE TELECOMMUNICATIONS CARRIER**
10 **ALSO OFFERS LOCAL SERVICE THROUGH THE SAME PORT.**
11 **FIRST, IS IT FAIR TO CHARACTERIZE THIS REQUIREMENT AS A**
12 **"RESTRICTION"?**

13 **A.** It is fair to characterize it as a *retail* restriction, but it is not a *resale*
14 restriction. As I have pointed out, Verizon requires any retail end-user
15 that is not a telecommunications carrier to first purchase dial tone prior
16 to exercising an option to purchase additional custom calling features.
17 As Mr. Felton recognizes at page 5, "The restriction on the end-user
18 customer of not being able to order Smart Callsm Services without first
19 having local service in place is a *reasonable restriction*." (emphasis
20 added).

21

22 Again, Mr. Felton misses the mark when he discusses whether
23 Verizon's *retail* restriction is now *reasonable* in a *wholesale*
24 environment. That is not the decisive inquiry. It is undisputed that the
25 Act requires Verizon to offer at the wholesale discount only those

1 telecommunications services it offers at retail to non-
2 telecommunications carriers. It is undisputed that Verizon does not
3 offer at retail a "stand-alone" custom-calling feature. And it is
4 undisputed that Verizon's requirements for its retail offering are
5 reasonable. Accordingly, Sprint's request for stand-alone vertical
6 features -- a product not offered by Verizon at retail -- *at a wholesale*
7 *discount* must be rejected.

8

9 **Q. EVEN IF NOT THE DECISIVE INQUIRY, IS IT REASONABLE TO**
10 **RECOGNIZE THAT DIAL TONE SERVICE BE PURCHASED IN**
11 **CONJUNCTION WITH CUSTOM CALLING FEATURES IN A §**
12 **251(c)(4) WHOLESALE ENVIRONMENT IN ORDER TO OBTAIN**
13 **THE § 252(d)(3) WHOLESALE DISCOUNT?**

14 **A.** Yes. For all the reasons I have discussed in my Direct Testimony and
15 herein, providing discounted custom calling features under the resale
16 provisions of the Act only when a CLEC, acting as a
17 telecommunications carrier, provides the associated local exchange
18 service is narrowly tailored and reasonable.

19

20 To review, if Sprint wishes to purchase custom calling features at a §
21 252(d)(3) discount for resale, it must do so on the same terms and
22 conditions that Verizon provides the relevant services to its retail
23 customers. If Sprint wishes to purchase custom calling features on
24 different terms and conditions, it cannot require Verizon to sell them at
25 a § 252(d)(3) discount. It is Verizon's *retail* pricing scheme against

1 which the § 252(d)(3) wholesale discount is to be applied. The §
2 252(d)(3) wholesale discount is developed through an avoided cost
3 analysis that considers what costs Verizon will avoid should it cease to
4 provide retail dial tone service. It would be unfair and inconsistent with
5 the avoided cost analysis used to calculate the § 252(d)(3) wholesale
6 discount if that discount is applied in a context in which Verizon
7 continues to provide the retail dial tone service. Verizon's retail and §
8 252(d)(3) wholesale rates are developed based on how Verizon offers
9 its services at retail. Consistently, § 252(c)(4) only requires Verizon to
10 offer for resale at § 252(d)(3) discounted rates the telecommunications
11 services consistent with Verizon's offering of those services at retail.
12 To allow Sprint to "disaggregate" Verizon's retail offerings and yet to
13 get a discount calculated based on Verizon's retail service is simply
14 unfair and inconsistent with the requirements of the Act. To allow it to
15 do so when it is effectively functioning as an information service
16 provider without also offering local service over the same facilities
17 further distorts the requirements of the Act.

18
19 Moreover, the proposal to "disaggregate" Verizon's retail offerings
20 does raise technical feasibility issues when viewed against (i) the
21 possibility that other CLECs can and will be competing to provide the
22 dial tone service via resale, UNEs, or their own facilities, and (ii)
23 Verizon's ordering and billing capabilities.

24
25 Finally, when feasible, Sprint can provide the services it requests by

1 reselling custom calling features without the concurrent purchase and
2 resale of basic service through Verizon's Florida General Services
3 Tariff, Section A13. Sprint's complaints about the alleged "restriction"
4 must always be viewed in light of the real dispute on this issue. That
5 is, the issue is the price Sprint must pay and, except for the instances
6 in which a carrier other than Verizon is providing the dial tone service,
7 not whether Sprint is technically able to put together a package of
8 services that include resale of Verizon's custom calling features.

9
10 **Q. MR. FELTON URGES THE COMMISSION TO "AFFIRM" ITS PRIOR**
11 **DECISION IN AN ARBITRATION BETWEEN SPRINT AND**
12 **BELLSOUTH ON THIS ISSUE. WHAT IS DIFFERENT ABOUT THE**
13 **FACTS IN THIS ARBITRATION?**

14 A. The Commission's analysis and decision in its Order No. PSC-01-
15 1095-FOF-TP, in *In re: Petition of Sprint Communications Company*
16 *Limited Partnership for Arbitration of Certain Unresolved Terms and*
17 *Conditions of a Proposed Renewal of Current Interconnection*
18 *Agreement with BellSouth Telecommunications, Inc.* indicates that the
19 record in that case did not include all of the facts in the record in this
20 case, including facts regarding Sprint's proposed use of the stand-
21 alone custom calling features it seeks. As previously discussed, Sprint
22 seeks these features on stand-alone basis in order to provide
23 information services. That is, Sprint seeks stand-alone vertical
24 features to act as an ISP and to provide the same services as, and to
25 compete with, other ISPs. However, Sprint seeks access to the

1 wholesale discount reserved for telecommunications carriers that
2 provide telecommunications services, which ISPs do not receive. In
3 short, permitting Sprint to obtain a wholesale discount to provide the
4 same services as ISPs, which must obtain the same input stand-alone
5 custom calling features to provide their products, will give Sprint an
6 unfair advantage *in the information services market*. It appears that
7 these facts were not brought to the Commission's attention for
8 consideration in the context of this issue. Instead of relying on the
9 record and decision in the case Sprint cites, the Commission must
10 consider the full record in this case, including the facts that expose
11 Sprint's plan to gain an unfair competitive advantage vis-à-vis other
12 ISPs, *i.e., non-telecommunications carriers*, by using its status as a
13 telecommunications carrier to claim entitlement to a wholesale
14 discount.

15

16 **Q. DOES THAT CONCLUDE YOUR REBUTTAL TESTIMONY?**

17 **A. Yes, it does.**

18

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25

DIRECT TESTIMONY

OF

MARK G. FELTON

1

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5

6 **Q. Please state your name and business address.**

7

8 A. My name is Mark G. Felton. My business address is 7301 College Boulevard,
9 Overland Park, Kansas 66210.

10

11 **Q. By whom are you employed and in what capacity?**

12

13 A. I am employed by Sprint United Management Company as Manager- Local
14 Market Development. I am testifying on behalf of Sprint Communications
15 Company Limited Partnership ("Sprint").

16

17 **Q. What is your educational background and work experience?**

18

19 A. I graduated from the University of North Carolina at Wilmington in 1988 with a
20 B.S. degree in Economics. In 1992, I received a Masters degree in Business
21 Administration from East Carolina University. I began my career with Carolina
22 Telephone and Telegraph Company ("Carolina Telephone"), a Sprint affiliate, in
23 1988 as a Staff Associate. I have held positions of increasing responsibility and
24 performed functions such as: develop Part 36 Jurisdictional Cost Studies; develop

1 costs and prices for Carolina Telephone's interexchange facilities lease product;
2 manage Carolina Telephone's optional intraLATA toll product, Saver*Service;
3 manage and maintain the General Subscriber Services Tariff for South Carolina;
4 serve as the primary point of contact for the South Carolina Public Service
5 Commission ("SCPSC") Staff on regulatory issues; and provide analytical support
6 in the development of policy related to such issues as access reform, price caps,
7 and local competition. I assumed my current position in June, 1999.

8
9 **Q. What are your current responsibilities?**

10
11 **A.** My current responsibilities include representation of Sprint in interconnection
12 negotiations with BellSouth Telecommunications, Inc. ("BellSouth"). In that
13 capacity I testified on behalf of Sprint before this Commission in the recent
14 arbitration of issues related to Sprint's interconnection agreement with BellSouth.
15 One of the issues that I sponsored in that proceeding is the very same issue that is
16 the subject of this testimony. I also support the coordination of Sprint's entry into
17 the local markets within BellSouth's territory. I interface with BellSouth's
18 account team supporting Sprint by communicating service and operational issues
19 and requirements, including escalation of service and/or support issues as
20 necessary.

21
22 **Q. Have you testified previously before state regulatory commissions?**

1 A. Yes, I have testified before state regulatory commissions in Florida, Georgia,
2 Kentucky, Louisiana, North Carolina and South Carolina .
3

4 **Q. What is the purpose of your testimony?**
5

6 A. The purpose of my testimony is to provide input and background information to
7 the Florida Public Service Commission (FPSC) regarding Sprint's Petition for
8 arbitration of certain issues that Sprint and Verizon discussed during the course of
9 negotiating a renewal of their Interconnection Agreement, but were unable to
10 resolve. Specifically, my testimony will deal with Issue 3, Vertical Features.
11

12 **ISSUE #3 – VERTICAL FEATURES**
13

14 **Q. Please describe the issue.**
15

16 A. Sprint proposed to include language in the interconnection agreement that would
17 allow it to purchase Custom Calling Services and other Vertical Features on a
18 "stand-alone" basis for resale without the restriction of having to also purchase
19 the basic local service for resale. Verizon claims that it has no obligation to offer
20 vertical features to Sprint on a stand-alone basis at a wholesale discount.
21

22 **Q. Please describe vertical features such as Verizon's Smart Callsm Services.**
23

1 A. Smart Callsm Services are optional vertical features that an end-user may purchase
2 which enhance the functionality of the local service. For purposes of simplicity, I
3 will use Verizon's product name Smart Callsm Services and the generic term
4 vertical features interchangeably. Vertical features are retail services that are
5 priced and purchased separately from the basic local service and are not necessary
6 for the basic local service to function properly. These services are appropriately
7 characterized as "telecommunications services " under Section 251(c) of the
8 Telecommunications Act of 1996 ("Act").
9

10 **Q. Does Verizon offer Custom Calling Services in Florida to other entities**
11 **without requiring the purchase of local service?**
12

13 A. Yes. In response to Sprint's First Set of Interrogatories, Question 14, Verizon
14 states: "Verizon sells Call Forwarding-Busy-Fixed, Call Forwarding-No Answer
15 Fixed, and Call Forwarding-Busy/No Answer-Fixed to Enhanced Service
16 Providers ("ESPs") without also selling the underlying local dial tone lines."
17

18 **Q. What is Verizon's objection to Sprint's proposal?**
19

20 A. Verizon seeks to restrict Sprint from purchasing Smart Callsm Services and other
21 vertical features at wholesale rates except where Sprint also purchases the
22 underlying basic local service. Verizon's position is that the Act only requires

1 Verizon to offer at wholesale to CLECs those services which it offers to retail
2 customers on a stand-alone basis.
3

4 **Q. Are there any federal statutes or FCC rules or Orders that require Verizon**
5 **to offer vertical features individually for resale?**
6

7 A. Yes. Under Section 251(c)(4)(A) of the Act, Verizon, as an ILEC, must “offer for
8 resale at wholesale rates *any* telecommunications service that the carrier provides
9 at retail to subscribers who are not telecommunications carriers” (emphasis
10 added). Sprint believes that Smart Callsm Services are optional
11 telecommunication services that simply provide additional functionality to basic
12 telecommunications services. Neither Congress nor the Federal Communications
13 Commission (“FCC”) made a distinction between “basic” and “optional”
14 telecommunications services when promulgating the resale requirement. In fact,
15 the FCC, in ¶ 871 of the First Report and Order in CC Docket 96-98 (issued
16 August 8, 1996) (“Local Competition Order”), noted that it found “no statutory
17 basis for limiting the resale duty to basic telephone services”. Therefore, Verizon
18 is under no less of an obligation to offer for resale “optional” Smart Callsm
19 Services as it is to offer for resale “basic” local telephone service. The restriction
20 on the end-user customer of not being able to order Smart Callsm Services without
21 first having local service in place is a reasonable restriction. But, that is a retail
22 restriction and does not apply to a wholesale service. Sprint will not order Smart
23 Callsm Services for its customers without the customer first having local service in

1 place. However, the restriction for ordering does not make Smart Callsm Services
2 any less of a telecommunications service. The restriction placed on when the
3 service can be ordered should not interfere with the requirements in the Act that
4 all ILECs have the duty to offer Smart Callsm Services for resale at wholesale
5 rates. The Act does not single out certain kinds of telecommunications services
6 for resale at wholesale rates. In fact, the Act makes it clear that the discount
7 should apply to *any* telecommunications service.

8

9 **Q. Has the Florida Commission previously ruled on this issue?**

10

11 A. Yes. In Sprint's recent arbitration regarding its interconnection agreement with
12 BellSouth, Docket No. 000828-TP, this Commission ordered BellSouth to provide
13 vertical features on a stand-alone basis at wholesale rates. The Commission cited
14 the provisions of section 251 (c)(4)(A) as the basis for its decision.

15

16 **Q. Please summarize the Florida decision.**

17

18 A. The facts in the BellSouth-Florida case are nearly identical to the facts presented
19 in this case. BellSouth argued that it does not offer its Custom Calling Services to
20 its end-users on a stand-alone basis and that these services must be purchased in
21 conjunction with basic telephone service. This Commission agreed with Sprint
22 that BellSouth's reasoning for not offering its Custom Calling Services for resale
23 on a stand-alone basis is flawed, because BellSouth's condition for purchase is

1 distinct from the product itself. The Commission said that BellSouth is not being
2 asked to disaggregate a retail service into more discrete retail services since the
3 features themselves are the service at issue. The Commission ordered that,
4 “BellSouth shall be required to make its Custom Calling features available for
5 resale to Sprint on a stand-alone basis”.

6
7 **Q. Should the Verizon tariff restriction that applies to end-users also apply to**
8 **Sprint?**

9
10 **A.** No. The 10th Revised Page 10 of Section 13 of GTE Florida’s General Services
11 Tariff states in part that “Smart Call Services are furnished in connection with
12 individual line service.” Apparently Verizon believes that its tariff allows it to
13 refuse to make vertical features available for resale without also purchasing a
14 local loop, or dial tone.

15 The FCC, in its Local Competition Order, ¶ 939, found unequivocally that “resale
16 restrictions are presumptively unreasonable” and this includes “conditions and
17 limitations contained in the incumbent LEC’s underlying tariff.” Additionally,
18 the FCC said that “[i]ncumbent LECs can rebut this presumption [only] if the
19 restrictions are narrowly tailored.” The FCC explained that the presumption
20 exists because the ability of ILECs to impose resale restrictions and limitations is
21 likely to be evidence of market power, and may reflect an attempt by ILECs to
22 “preserve their market position.” The burden of proof is on Verizon to
23 demonstrate that it is reasonable and non-discriminatory to apply the restriction

1 found in its Tariff. In this case, Verizon's attempt to tie provision of local dial
2 tone and Custom Calling Services by the same carrier evidences not just its
3 dominant market power in Florida, but also represents a clear attempt by Verizon
4 to preserve its dominant market position in the burgeoning sub-market for Smart
5 Callsm Services.

6
7 **Q. Is there any technical reason why Verizon cannot provision Smart Callsm**
8 **Services on a stand-alone basis?**

9
10 A. No, there is no technical reason that would prevent Verizon from offering Smart
11 Callsm Services to Sprint on a stand-alone basis. In response to Sprint's First Set
12 of Interrogatories, Question 14, Verizon states: "Verizon sells Call Forwarding-
13 Busy-Fixed, Call Forwarding-No Answer Fixed, and Call Forwarding-Busy/No
14 Answer-Fixed to Enhanced Service Providers ("ESPs") without also selling the
15 underlying local dial tone lines." Call forwarding features are currently marketed
16 to end-users separately from local dial tone, carry an additional charge, and are
17 subject to a service order charge.

18
19 **Q. Why does Sprint seek to resell Smart Callsm Services to end-users when they**
20 **are not that customer's local provider?**

21
22 A. Many products and services have been developed, or are under development,
23 which require a Smart Callsm Service as a component for the product or service to

1 work optimally. An example of just such a product is Unified Communications,
2 which allows messages to be retrieved from various electronic devices, i.e.,
3 retrieve voicemail from a computer or e-mail from a telephone. This requires the
4 use of one mailbox for all of a customer's voice messages. For this to work
5 properly, the customer must have Call Forwarding Busy Line and Call
6 Forwarding Don't Answer. This is just one example of a service that could be
7 deployed using a stand-alone Smart Callsm Service as a component. Many more
8 creative applications will likely be developed in the future if Sprint is given the
9 authority to resell stand-alone Smart Callsm Services in accordance with the Act.

10
11 **Q. Why doesn't Sprint simply instruct the customer to purchase the Smart**
12 **Callsm Services that are necessary for a Sprint product directly from**
13 **Verizon?**

14
15 **A.** The customer could purchase these services directly from Verizon, however, in
16 doing so, Sprint's stature as a local carrier is diminished as compared to Verizon.
17 In addition, one of the major attractions in any product, and especially one as
18 complicated as telecommunications can be, is the ease of obtaining and using the
19 product. Certainly, Sprint would face a significant obstacle in marketing a
20 product for which the customer was required to purchase additional components
21 and assemble them him or herself. This is an obstacle that Verizon does not have
22 to face.

1 **Q. Why doesn't Sprint purchase Smart Callsm Services from Verizon at retail**
2 **rates?**

3
4 A. If Sprint purchased Smart Callsm Services from Verizon at retail, this would be
5 less than optimal for three reasons. First, Sprint would be forced to pay retail,
6 rather than wholesale, rates. Sprint, as a telecommunications carrier, is entitled to
7 purchase from Verizon at wholesale prices those telecommunications services that
8 Verizon sells at retail to end-users. Second, Sprint would be forced to deal with
9 Verizon as an end-user customer rather than the way Congress and the FCC
10 intended, as an interconnecting carrier. This might entail submitting orders over
11 the phone or via fax rather than electronically as an interconnecting carrier would.
12 This could also result in delayed orders, needless expense and would inhibit
13 Sprint from acting as a peer and competitor to Verizon. Third, if Sprint is treated
14 as an end-user when ordering Smart Callsm Services from Verizon, Sprint could
15 expect to receive and manage thousands of paper bills in much the same format
16 Verizon utilizes for its own end-users, rather than a mechanized billing system it
17 utilizes when billing carriers with whom it has a wholesale relationship. This
18 clearly is discriminatory, and would prevent Sprint from acting as a true
19 competitor to Verizon.

20
21 **Q. What happens in the case of a different CLEC requesting to resell the line**
22 **(provide actual local service dial tone) of the Verizon customer to whom**
23 **Sprint is reselling the stand-alone vertical services?**

1

2 A. As I have stated previously, basic local service and vertical features are two
3 distinct retail services that Verizon offers today. The fact that another CLEC
4 provides a customer's basic service should not preclude Sprint (or any other
5 CLEC) from providing optional services to that same customer. By way of
6 example, assume Sprint resells a vertical feature to an end-user for whom Verizon
7 is the basic local service provider. If that customer then chose a CLEC other than
8 Sprint as their basic local service provider but did not wish to purchase the
9 vertical feature in question from the CLEC, then no problem arises since basic
10 local service and the vertical feature are two distinct retail services. Dial tone is
11 still being provided, so there is no question that the feature would function
12 properly. If the customer in this example, however, chose to purchase the vertical
13 feature in question from the CLEC, then Sprint would be obligated to relinquish
14 that vertical feature to the CLEC. The hallmark of competition is for the
15 customer to have the ultimate choice from which they purchase services.

16

17 **Q. If the Commission requires Verizon to provide vertical services to Sprint on**
18 **a stand-alone basis, would that in any way compromise Verizon's ability to**
19 **provide non-discriminatory resale to another CLEC?**

20

21 A. No. Verizon's compliance with the applicable federal statute and associated FCC
22 rules creates no conflict with other federal statutes or FCC rules and certainly
23 does not prevent Verizon from fulfilling its obligations under the Act to offer

1 services for resale to other CLEC providers. As explained earlier, since dial tone
2 and vertical features are separate retail services, more than one provider can
3 provide these services to the end-user. In other words, in a resale environment,
4 Verizon is still providing the underlying services to the end-user. However, rather
5 than billing the end-user Verizon would bill the reseller who would, in turn, bill
6 the end-user. Sprint proposes simply for this Commission to affirm the federal
7 statutes and FCC rules that already exist.

8

9 **Q. Have any other state Commissions ordered an ILEC to provide stand-alone**
10 **vertical features at wholesale rates?**

11

12 A. Yes. The California Public Utility Commission has ordered Pacific Bell to
13 provide stand-alone vertical features to Sprint at wholesale rates. The Texas
14 Public Utility Commission ordered Southwestern Bell Telephone Company
15 (“SWBT”) to provide vertical features on a stand-alone basis at wholesale rates.
16 The North Carolina Commission has issued an arbitration order that requires
17 BellSouth to provide stand-alone vertical features to Sprint at wholesale rates.

18

19 **Q. What action does Sprint request this Commission to take on this issue?**

20

21 A. Sprint requests that this Commission affirm its previous decision on this issue in
22 the Sprint / BellSouth arbitration and direct Verizon to make Custom Calling
23 Services and other vertical features available to Sprint on a stand-alone basis at

1 wholesale rates. In addition, Sprint requests that the Commission adopt Sprint's
2 best and final contract language as follows:

3

4 "Resale of Smart Callsm Services and other vertical features. Except as expressly
5 ordered in a resale context by the relevant state Commission in the jurisdiction in
6 which the services are ordered, Smart Callsm Services and other vertical features
7 shall be available for resale on a stand-alone basis subject to the wholesale
8 discount."

9

10 **Q. Does this conclude your testimony?**

11

12 **A. Yes, it does.**

13

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

REBUTTAL TESTIMONY

OF

MARK G. FELTON

Q. Please state your name and business address.

**A. My name is Mark G. Felton. My business address is 7301 College Boulevard,
Overland Park, Kansas 66210.**

Q. By whom are you employed and in what capacity?

**A. I am employed by Sprint United Management Company as Manager- Local Market
Development. I am testifying on behalf of Sprint Communications Company Limited
Partnership ("Sprint").**

**Q. Are you the same Mark G. Felton who filed Direct Testimony in this arbitration
proceeding?**

A. Yes, I am.

Q. What is the purpose of your testimony?

**A. The purpose of my testimony is to respond to the direct testimony of the Verizon
witness, Mr. Terry R. Dye. Specifically, my testimony will deal with contentions
made by Mr. Dye with respect to Issue 3, Vertical Features.**

**Q. On page 5, lines 18-19, of his Direct Testimony, Mr. Dye argues that Verizon
"does not offer custom calling features on a stand-alone basis at retail". Do you**

1 **agree?**

2 A. No, Mr. Dye is confusing the issue with such a claim. Verizon does in fact offer
3 vertical features on a stand-alone basis at retail to end-users who are not
4 telecommunications carriers. This is evident by the fact that these features are
5 purchased in addition to, but separate from, local dial tone. They are priced
6 separately on the bill, marketed distinctly, and contained in a section of the tariff
7 separate from local dial tone. Mr. Dye is correct that Verizon only sells vertical
8 features to those end-users who have first purchased Verizon's dial-tone service.
9 However, this requirement constitutes a tariff restriction that, while acceptable and
10 even necessary in a retail environment, is expressly prohibited by the FCC in the
11 wholesale environment unless the incumbent LEC can demonstrate that the restriction
12 is reasonable and nondiscriminatory (see ¶ 939 of FCC 96-98 ("Local Competition
13 Order")). Verizon has in no way demonstrated that the restriction that the sale of
14 vertical features must be preceded by the purchase of local dial tone is reasonable in
15 the wholesale environment.

16
17 **Q. Why does Verizon seek to place the restriction in its tariff with respect to the**
18 **purchase of vertical features on Sprint?**

19 A. It is not entirely clear why Verizon seeks to limit the purchase of vertical features to
20 those customers for which Sprint first purchases the local dial-tone from Verizon.
21 However, the FCC states in ¶ 939 of the Local Competition Order that "the ability of
22 incumbent LECs to impose resale restrictions and conditions is likely to be evidence
23 of market power and may reflect an attempt by incumbent LECs to preserve their
24 market positions". Mr. Dye admits on page 3, lines 10-13 of his direct testimony that
25 the issue is not whether Sprint may purchase custom calling features on a stand-alone

1 basis, but rather how much Sprint should pay for such services.

2

3 **Q. On page 5, lines 4-5, Mr. Dye states “indeed, as a practical matter, a customer**
4 **must have basic dial tone service in order to use a custom calling feature”. How**
5 **do you respond?**

6 **A.** Sprint agrees with Mr. Dye’s statement. Clearly, it is necessary for a customer to first
7 have local dial-tone for a vertical feature to work. Sprint fully intends to sell vertical
8 features on a stand-alone basis only to those customers who first have dial-tone from
9 Verizon – either on a retail or resold basis.

10

11 **Q. On page 6, lines 1-5, Mr. Dye argues that Sprint is essentially asking Verizon to**
12 **disaggregate a retail service into more discreet retail services. Please comment.**

13 **A.** Mr. Dye misapplies ¶ 877 of the Local Competition Order, which says that a retail
14 service need not be disaggregated into more discreet retail services for purposes of
15 resale. Clearly, the services Sprint seeks to resell are already disaggregated from
16 basic local service. As I made clear in my Direct Testimony, vertical features are
17 marketed, billed and tariffed separately from basic local service. The implication of
18 Mr. Dye’s argument is that vertical features are merely a component of a retail
19 service. However, this Commission unequivocally rejected this logic in Sprint’s
20 arbitration with BellSouth on this very issue (Docket No. 000828-TP). The
21 Commission found “that BellSouth’s reasoning for not offering its Custom Calling
22 Services for resale on a stand-alone basis is flawed, because BellSouth’s condition for
23 purchase is distinct from the product itself.” Verizon’s witness has offered no
24 compelling argument to alter this Commission’s previous determination. Therefore,
25 Mr. Dye’s use of this faulty logic should again be rejected by this Commission.

1

2 **Q. Would it be unfair to Enhanced Service Providers (“ESPs”) to allow Sprint to**
3 **purchase vertical features at the wholesale discount?**

4 A. Verizon attempts to divert the Commission’s attention away from the real issue by
5 alleging that to allow Sprint to purchase vertical features at the wholesale discount
6 would be “unfair” to ESPs. Sprint believes that Verizon’s argument on this point is
7 not with Sprint or this Commission but rather with Congress and the FCC. As I
8 demonstrated in my Direct Testimony, Congress and the FCC promulgated clear
9 requirements regarding the resale of telecommunications services by ILECs. On at
10 least one previous occasion, this Commission was asked to interpret these
11 requirements as they relate to the resale of vertical features on a stand-alone basis and
12 did so consistent with Sprint’s position. Verizon’s concern about the equity of these
13 requirements is more appropriately addressed by the source of the rules rather than
14 this Commission. Certainly, if an ESP met the requirements to be certified as a Local
15 Exchange Carrier then it, too, would be entitled to a discount on the
16 telecommunications services that it purchased from Verizon. If the FCC had intended
17 entities other than CLECs to receive discounts on the services they purchase then one
18 would imagine that the FCC would have issued a rule to that effect. Accordingly,
19 Sprint urges this Commission to not be distracted by Verizon’s professed concern
20 about the equity of Sprint’s request.

21

22 **Q. On page 9-11 of his Direct Testimony, Mr. Dye engages in a lengthy discussion of**
23 **why the wholesale discount rate applicable to retail services could not**
24 **appropriately be applied to vertical features that are made available for resale**
25 **on a stand-alone basis. Please comment?**

1 A. Mr Dye's assertion that the wholesale discount should be different for vertical
2 features resold on a stand-alone basis than for other retail services is certainly
3 debatable. Notwithstanding Mr. Dye's argument to the contrary, it is not clear
4 whether the discount would be higher or lower, if different at all. Nevertheless,
5 Verizon is entitled to file a cost study with this Commission to set its wholesale
6 discount at whatever level may be appropriate. However, this claim by Verizon is
7 irrelevant to the determination of the issue that is presented to this Commission for
8 resolution in this proceeding. CLECs have been granted the authority to resell
9 vertical features on a stand-alone basis by Congress, the FCC and this Commission.
10 Until such time as Verizon files a cost study to support its assertion that a different
11 discount should apply to vertical features, the current discount should apply.

12

13 **Q. Verizon also suggests that Sprint should be required to reimburse Verizon for**
14 **any implementation costs should this Commission determine that Verizon is**
15 **required to offer vertical features on a stand-alone basis to Sprint. Do you**
16 **agree?**

17 A. No, Sprint should not be required to absorb Verizon's costs for its compliance with
18 the law. As demonstrated previously, vertical features are retail telecommunications
19 services and the Act requires ILECs to make retail telecommunications services
20 available to CLECs for resale. This Commission should deny the notion that Verizon
21 is entitled to recoup such costs from Sprint.

22

23 **Q. Does Verizon address the fact that this Commission has previously determined**
24 **in Docket No. 000828-TP that vertical features must be made available for resale**
25 **on a stand-alone basis?**

1 A. No, Verizon does not acknowledge the fact that this Commission has already
2 considered arguments from both sides of this issue in Sprint's arbitration with
3 BellSouth earlier this year. Sprint does not understand why Verizon would take up
4 this Commission's time to reconsider this issue. In any event, Sprint believes that this
5 Commission made a thorough analysis of the issue in its previous arbitration
6 proceeding and reached a reasoned, well-founded conclusion. Sprint expects that the
7 Commission will do likewise in this proceeding.

8

9 **Q. What action does Sprint request this Commission to take on this issue?**

10 A. Sprint requests that this Commission affirm its previous decision in Docket No.
11 000828-TP and direct Verizon to make vertical features available to Sprint on a
12 stand-alone basis at wholesale rates. In addition, Sprint requests that the Commission
13 adopt Sprint's best and final contract language as follows:

14

15 "Resale of Vertical Features. Except as expressly ordered in a resale context by the
16 relevant state Commission in the jurisdiction in which the services are ordered,
17 vertical features shall be available for resale on a stand-alone basis subject to the
18 wholesale discount."

19

20 **Q. Does this conclude your Rebuttal Testimony?**

21 A. Yes, it does.

1 **DIRECT TESTIMONY OF JOHN RIES**

2

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

4 A. My name is John Ries. My business address is 600 Hidden Ridge,
5 Irving, Texas 75038.

6

7 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

8 A. I am employed by Verizon Communications as a Program Manager –
9 Access Services. I am representing Verizon Florida Inc. ("Verizon")
10 in this proceeding.

11

12 **Q. PLEASE DESCRIBE YOUR EDUCATION AND WORK**
13 **EXPERIENCE.**

14 A. I graduated from the University of Missouri - Columbia in 1982 with a
15 Bachelor of Arts degree in Mathematics and Statistics. My
16 employment with GTE (now Verizon) commenced in May 1982 in the
17 Network Planning Department. I held several positions during my first
18 six years with Network Planning. My responsibilities included capital
19 budgeting, capital portfolio management, implementation of enhanced
20 support products for Network Planning, and coordination of technical
21 responses for business customer requests. In 1988, I moved into the
22 Business Pricing group and remained there for four years. My
23 responsibilities there included pricing new network services for tariff
24 offerings, as well as pricing individual case applications.

25

1 In December 1992, I became the Product Manager for Expanded
2 Interconnection Services. My responsibilities included coordinating
3 GTE's response to the FCC's Docket 91-141 Order on Special Access
4 and Switched Transport Interconnection, a task which required
5 organizing diverse resources within GTE to determine how the
6 Company would offer physical and virtual collocation.

7
8 In January 1998, I moved into my current position of Program
9 Manager, Access Services. Initially, I was involved in analyzing
10 competitive information relating to GTE's Network Services, as well as
11 contract negotiations with major interexchange carriers and
12 competitive local exchange carriers. Over the last year, I have been a
13 policy witness on collocation issues.

14
15 **Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE ANY STATE OR**
16 **FEDERAL REGULATORY COMMISSIONS?**

17 A. Yes, I have testified on collocation issues in California, Florida, Hawaii,
18 Illinois, Missouri, Nebraska, New Mexico, North Carolina, Texas,
19 Washington, and Wisconsin.

20
21 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

22 A. The purpose of my testimony is to provide Verizon's position on
23 collocation terms and conditions that are under dispute with Sprint.

24 The disputed terms and conditions are identified in issues 12 and 15.

25

1 **ISSUE 12: INCORPORATING TARIFF PROVISIONS**

2

3 **Q. SPRINT HAS OPPOSED VERIZON'S CONTRACT LANGUAGE**
4 **INCORPORATING FUTURE TARIFF REVISIONS INTO THE**
5 **INTERCONNECTION AGREEMENT. WHY IS SUCH LANGUAGE**
6 **APPROPRIATE?**

7

8 **A.** Tariffs are not necessarily static. If the interconnection agreement
9 references a tariff, it should be understood that the tariff terms may
10 change from time to time. Incorporation of future tariff changes is
11 important to streamline interconnection agreements and ensure
12 nondiscriminatory treatment of all CLECs. Because CLECs can pick
13 and choose from, or opt into, each other's interconnection agreements,
14 it is to all parties' benefit for Verizon to remain consistent and uniform
15 in its provisioning of products and services. In fact, CLECs in this
16 Commission's generic collocation proceeding supported tariffs
17 precisely because they offer uniformity and predictability. See Petition
18 of Competitive Carriers for Commission Action to Support Local
19 Competition in BellSouth Telecomm. Inc's Service Territory, etc., Order
20 No. PSC-00-0941-FOF-TP, at 11-12 (May 11, 2000).

21

22 Verizon's language, moreover, is fair to all CLECs, including Sprint,
23 because it prevents arbitrage opportunities that might otherwise arise
24 from tariff changes from time to time. For example, if rates decrease,
25 Sprint would receive the benefit of the lower tariffed rate because

1 Verizon cannot keep Sprint from purchasing out of a Commission-
2 approved tariff, even if Sprint agreed to a higher rate in its
3 interconnection agreement. If the rates were to increase, however,
4 Sprint proposes to bind Verizon to the rates in the interconnection
5 agreement. Put another way, Sprint wants to have its cake and eat it,
6 too. Verizon's position prevents Sprint from creating for itself alone
7 this collocation price arbitrage opportunity.

8

9 **Q. SPRINT SUGGESTS THAT SUCH A PROVISION WOULD DENY IT**
10 **THE OPPORTUNITY TO REVIEW AND CHALLENGE THE**
11 **CHANGES. WHAT IS VERIZON'S RESPONSE?**

12 **A.** Sprint's suggestion is unfounded. There is nothing "unilateral" about a
13 tariff filing. All of Verizon's tariffs are publicly filed with the
14 Commission; Sprint and all other CLECs may review these filings. If
15 Sprint wishes to take issue with a tariff provision, it may file a protest of
16 that provision.

17

18 **ISSUE 15: SPRINT'S OBLIGATION TO PROVIDE COLLOCATION**

19

20 **Q. DOES SPRINT HAVE AN OBLIGATION TO PROVIDE VERIZON**
21 **WITH COLLOCATION PURSUANT TO SECTION 251 OF THE**
22 **TELECOMMUNICATIONS ACT OF 1996?**

23 **A.** Yes. Section 251(a) of the Act imposes a duty on all
24 telecommunications carriers to "interconnect directly or indirectly with
25 the facilities and equipment of other telecommunications carriers."

1 Verizon is seeking collocation as a reasonable means to achieve such
2 interconnection. Absent an option to collocate, Verizon would be
3 forced to purchase transport to deliver traffic to Sprint's interconnection
4 points. Therefore, Verizon should be given the option of terminating
5 traffic using its own facilities via a collocation arrangement as a means
6 of providing efficient interconnection.

7
8 Sprint is a monopoly provider of access to its network, so Verizon
9 should have the same options to establish interconnection points as it
10 affords to Sprint. This is a common-sense approach to interconnection.
11 It allows Verizon to make an economically efficient choice between
12 collocating to interconnect with Sprint or purchasing transport to
13 interconnect with Sprint. Otherwise, not only could Sprint force
14 Verizon to haul local traffic over great distances to a distant point of
15 interconnection, but it could also force Verizon to hire Sprint as
16 Verizon's transport vendor. Consistent with the goals of the Act,
17 Verizon must be permitted to collocate its facilities with Sprint's, so
18 that Verizon can self-provision network elements in the most efficient
19 and cost-effective manner.

20
21 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

22 **A. Yes.**
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COMMISSIONER BAEZ: Now we will take exhibits. And I think we need to -- I think this are going to have to break out.

MS. MASTERTON: Yes. I don't know who should go first.

COMMISSIONER BAEZ: Ms. Faglioni, if you want to offer up the exhibits to the testimony first.

MS. FAGLIONI: Okay. If I may offer up Exhibit 1 to the direct testimony of William Munsell.

COMMISSIONER BAEZ: Could you spell the name, please.

MS. FAGLIONI: M-U-N-S-E-L-L.

COMMISSIONER BAEZ: Okay. And that will be Exhibit 1 for identification.

MS. MASTERTON: Is it Exhibit 1 or 2?

MR. TEITZMAN: Commissioner, I believe it should be Exhibit 2. The stipulation was Exhibit 1.

COMMISSIONER BAEZ: Oh, I'm sorry. You're right. All right. Show that as Exhibit 2.

(Exhibit 2 marked for identification.)

MS. MASTERTON: Could I ask a question here, though, before it gets -- when you say the stipulation is Exhibit 1, you're talking about the Texas transcript? I'm just getting --

COMMISSIONER BAEZ: That hasn't been offered up, actually.

1 MS. MASTERTON: Okay. That's right, you're talking
2 about the staff exhibits.

3 COMMISSIONER BAEZ: Let's back up for a second.
4 Let's go in order, and we will take the Texas transcript at the
5 end, because that hasn't been offered up. We are just trying
6 to get the witness testimony out of the way so we are going to
7 take individual testimony.

8 MS. MASTERTON: If I could ask what is Exhibit 1,
9 that's where I am confused.

10 MR. TEITZMAN: I believe it was the stipulation
11 agreement filed previously, a few days ago, two days ago. Am I
12 correct?

13 COMMISSIONER BAEZ: Are you clear? We need a
14 description for that, Mr. Teitzman, stipulation dated --

15 MR. TEITZMAN: Okay. One second. Stipulation dated
16 January 14th, 2002.

17 COMMISSIONER BAEZ: That will be Exhibit 1. Witness
18 Munsell's Exhibit 1 --

19 MS. FAGLIONI: That is correct.

20 COMMISSIONER BAEZ: -- will be Exhibit 2 for ID
21 purposes. Ms. Faglioni, you can go ahead.

22 MS. FAGLIONI: I would move for admission of Munsell
23 Exhibit 2, which would be Exhibit 3.

24 COMMISSIONER BAEZ: Munsell Exhibit 2 is Exhibit 3
25 for ID.

1 (Exhibit 3 marked for identification.)

2 MS. FAGLIONI: I would move for admission of Munsell
3 Exhibit 3 as Exhibit 4.

4 COMMISSIONER BAEZ: Show it identified as Exhibit 4.
5 (Exhibit 4 marked for identification.)

6 MS. FAGLIONI: I would move for admission of Munsell
7 Exhibit 4 as Exhibit 5.

8 COMMISSIONER BAEZ: Show it identified at Exhibit 5.
9 (Exhibit 5 marked for identification.)

10 MS. FAGLIONI: I would move for admission of Munsell
11 Exhibit 5 as Exhibit 6.

12 COMMISSIONER BAEZ: Very well.

13 MS. FAGLIONI: I move for admission of Munsell
14 Exhibit 6 as Exhibit 7.

15 COMMISSIONER BAEZ: Show it identified as Exhibit 7.
16 (Exhibit 6 and 7 marked for identification.)

17 MS. FAGLIONI: I would move for admission of Munsell
18 Exhibit 7 as Exhibit 8.

19 COMMISSIONER BAEZ: Show it identified as Exhibit 8.
20 (Exhibit 8 marked for identification.)

21 MS. FAGLIONI: Those are all the exhibits to the
22 prefiled testimony for which I move for admission.

23 COMMISSIONER BAEZ: Without objection, Ms. Masterton,
24 we are going to admit them, Exhibits 2 through 8 admitted into
25 the record. And we might as well go ahead and admit the

1 stipulation dated 1/14/02, Exhibit 1, also admitted into the
2 record.

3 (Exhibits 1 through 8 admitted into the record.)

4 COMMISSIONER BAEZ: Ms. Faglioni, do you have any
5 other witness exhibits?

6 MS. FAGLIONI: I do not.

7 COMMISSIONER BAEZ: Okay. Ms. Masterton.

8 MS. MASTERTON: I just have one. It's Michael
9 Hunsucker Exhibit 1, and I move that into the record.

10 COMMISSIONER BAEZ: Show that identified as Exhibit
11 9. And without objection, show it entered -- show it admitted
12 to the record.

13 (Exhibit 9 marked for identification and admitted
14 into the record.)

15 COMMISSIONER BAEZ: Is that it, Ms. Masterton?

16 MS. MASTERTON: That's it.

17 COMMISSIONER BAEZ: Staff.

18 MR. TEITZMAN: Staff's Stipulated Exhibit 1,
19 Verizon's responses to Sprint's First Set of Interrogatories,
20 Numbers 2, 9, 11 through 15, and 43 and 44. Verizon's
21 Responses to Sprint's Second Set of Interrogatories, Numbers 45
22 through 63, and Verizon's Responses to Sprint's Third Set of
23 Interrogatories, Numbers 70 through 74.

24 COMMISSIONER BAEZ: Show that identified as Exhibit
25 10.

1 (Exhibit 10 marked for identification.)

2 MR. TEITZMAN: Staff's Stipulated Exhibit Number 2,
3 Sprint's Responses to Verizon's First Set of Interrogatories,
4 Numbers 1 through 26, 34, and 38 through 39. Sprint's
5 Responses to Verizon's Second Set of Interrogatories, Numbers
6 49 through 52. Sprint's Supplemental Responses to Verizon's
7 First Set of Interrogatories, Numbers 5 and 19.

8 COMMISSIONER BAEZ: Show Staff's Stip 2 as stated
9 identified as Exhibit 11.

10 (Exhibit 11 marked for identification.)

11 COMMISSIONER BAEZ: And we have a third stip?

12 MR. TEITZMAN: Yes. Staff's Stipulated Exhibit
13 Number 3, transcripts from the January 15th, 2002 deposition of
14 Sprint Witness Michael Hunsucker.

15 COMMISSIONER BAEZ: Show that identified at Exhibit
16 12.

17 (Exhibit 12 marked for identification.)

18 MR. TEITZMAN: And Staff's Stipulated Exhibit 4,
19 transcripts from the January 15th, 2002 deposition of Verizon
20 Witness William Munsell.

21 COMMISSIONER BAEZ: Show that identified as Exhibit
22 13.

23 (Exhibit 13 marked for identification.)

24 COMMISSIONER BAEZ: And without objection, we are
25 going to admit Exhibits 10, 11, 12, and 13 into the record.

1 (Exhibits 10 through 13 admitted into the record.)

2 COMMISSIONER BAEZ: Is there anything else, staff?

3 MR. TEITZMAN: I believe that is it for the exhibits.

4 Oh, the Texas transcripts, I'm sorry.

5 COMMISSIONER BAEZ: Okay. Show the Texas -- I'm
6 sorry, go ahead, Susan.

7 MS. MASTERTON: If I could explain it. There is
8 actually three exhibits involved; one is the transcript, one is
9 the corresponding discovery responses to the Texas discovery,
10 and the other is corresponding Florida tariffs to the Texas
11 tariffs in the record. And in the exhibit with the
12 corresponding discovery responses and also in the transcript
13 there are two pages that we have requested confidential
14 treatment of. One of the requests has been granted and the
15 other is still outstanding. They are identical information,
16 one was it was submitted in Texas and the other in Florida.

17 COMMISSIONER BAEZ: So you are telling me there is a
18 pending confidential request?

19 MS. MASTERTON: Yes.

20 COMMISSIONER BAEZ: Are there any objections by the
21 company?

22 MS. FAGLIONI: No objection.

23 COMMISSIONER BAEZ: No objection. Staff, we can go
24 ahead and grant the outstanding request for confidentiality.

25 MR. TEITZMAN: Yes.

1 COMMISSIONER BAEZ: All right. And that done, Ms.
2 Masterton, do you want to offer the exhibit up as a composite
3 or would you feel better --

4 MS. MASTERTON: Really a composite is, I think, fine.
5 If staff is okay and doesn't find that confusing.

6 COMMISSIONER BAEZ: Staff, are you all right with
7 that?

8 MS. MASTERTON: And this is, you know, a joint
9 exhibit from both parties.

10 MS. FAGLIONI: Since it will be 14, why don't we mark
11 it 14A, B, and C to reflect the three parts of it.

12 COMMISSIONER BAEZ: No objection, staff?

13 MR. TEITZMAN: No objection, that's fine.

14 COMMISSIONER BAEZ: Okay. Show composite exhibits
15 made up of Parts A, B, and C. Exhibit 14 will be the
16 transcript of the Texas Sprint/Verizon arbitration; Part B will
17 be the corresponding discovery responses; and Part C will show
18 to be the corresponding tariffs.

19 (Composite Exhibit 14 marked for identification.)

20 MR. TEITZMAN: I would just like to make a small
21 clarification just to make sure it is clear.

22 COMMISSIONER BAEZ: Yes.

23 MR. TEITZMAN: The testimony, the prefiled testimony
24 on the issues that have been settled or withdrawn will not be
25 entered into the record.

1 COMMISSIONER BAEZ: Let the record state so. All
2 right. And that will be Exhibit 14. And if there is no
3 objection we are going to admit Exhibit 14 into the record.

4 (Exhibit 14 admitted into the record.)

5 COMMISSIONER BAEZ: Anything else from either of the
6 parties?

7 MS. FAGLIONI: Nothing from Verizon.

8 COMMISSIONER BAEZ: Staff.

9 MR. TEITZMAN: Nothing.

10 COMMISSIONER BAEZ: What are the post-hearing dates?

11 MR. TEITZMAN: The briefs will be due on February
12 14th, 2002.

13 COMMISSIONER BAEZ: All right. Give me a moment.
14 Any other dates, Mr. Teitzman? That's it?

15 MR. TEITZMAN: No, that's it.

16 COMMISSIONER BAEZ: Okay. Great. If there is
17 nothing else, then we are adjourned. Thank you all for coming.

18 MS. MASTERTON: Thank you.

19 MS. FAGLIONI: Thank you.

20 (The hearing concluded at 9:45 a.m.)

21

22

23

24

25

1 STATE OF FLORIDA)

2 : CERTIFICATE OF REPORTER

3 COUNTY OF LEON)

4

5 I, JANE FAUROT, RPR, Chief, Office of Hearing Reporter
6 Services, FPSC Division of Commission Clerk and Administrative
7 Services, do hereby certify that the foregoing proceeding was
8 heard at the time and place herein stated.

9 IT IS FURTHER CERTIFIED that I stenographically
10 reported the said proceedings; that the same has been
11 transcribed under my direct supervision; and that this
12 transcript constitutes a true transcription of my notes of said
13 proceedings.

14 I FURTHER CERTIFY that I am not a relative, employee,
15 attorney or counsel of any of the parties, nor am I a relative
16 or employee of any of the parties' attorney or counsel
17 connected with the action, nor am I financially interested in
18 the action.

19 DATED THIS 23RD DAY OF JANUARY, 2002.

20

21

22

23

24

25



JANE FAUROT, RPR
Chief, Office of Hearing Reporter Services
FPSC Division of Commission Clerk and
Administrative Services
(850) 413-6732

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Sprint Communications) Docket No. 010795-TP
Company Limited Partnership for) Filed: January 25, 2002
Arbitration with Verizon Florida Inc. f/k/a)
GTE Florida Incorporated, Pursuant to)
Section 252(b) of the Telecommunications)
Act of 1996)
_____)
)

LATE-FILED EXHIBIT 1
TO THE DEPOSITION OF WILLIAM MUNSELL
HELD ON JANUARY 15, 2002

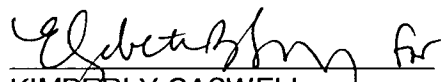
Q. When a Verizon Florida local end user dials 411, is that end user greeted by an IVRU?

A. Yes.

Q. If yes, then is that IVRU responsive to voice commands?

A. No, the IVRU is not "**responsive**" to voice commands, *i.e.*, it does not act or "respond" based on recognition of voice information or commands. The IVRU, however, does **recognize** voice information (city, listing name) provided by the end user, *i.e.*, it stores and forwards voice information in order to pre-position the operator work station.

Respectfully submitted on January 25, 2002.



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KELLY L. FAGLIONI
MEREDITH B. MILES
Hunton & Williams
Riverfront Plaza, East Tower
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Richmond, VA 23219
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Fax: 804-788-8218

ATTORNEYS FOR VERIZON FLORIDA INC.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET

NO. 010795-TP EXHIBIT NO. 1

COMPANY/

WITNESS: Munsell

DATE: 1-17-02

EXHIBIT WM-1

FLORIDA PUBLIC SERVICE COMMISSION

DOCKET

NO. 010795-TP EXHIBIT NO. 2

COMPANY/

WITNESS. Manisell

DATE: 1-17-02

To: smtp[<paul.reed@openmail.mail.sprint.com>]
From: William Munsell@CPM.CNAS@TXIRV
Cc: smtp[<bryant.smith@openmail.mail.sprint.com>]
Subject: RE: fwd: Super Trunk Group
Attachment: BEYOND.RTF
Date: 5/1/00 5:01 PM

Bryants answer is what I expected, in that is all I think anyone could do. However, while my questions were in the format of how Sprint would selectively record, they are also relevant to how Sprint will selectively delete. There will be nothing unique on the CC 119 records which Sprint records to identify an IXC call from a LEC call. Since it is a Super Trunk Group, there is only one T.G. -- can't use that to differentiate. The To number is one of Sprints numbers -- that sure does not help distinguish an IC call from a LEC call. Which leaves the from number -- and especially with intraLATA toll, the from number being in the same LATA as the To number does not tell you who carried it.

I was working on incorporating the changes to the new base contract this weekend and it is going slow, but good. There are a lot of places in the interconnection article which the super trunk group impacts. If we cannot agree to the previous language I will have to use GTE's original position (on trunking) as GTE language (double underline), and the (new) Sprint language as Sprints position (bold).

Bill Munsell
Manager-Interconnection Negotiations
PH: 972/718-8941
FAX: 972/718-1279
Internet: william.munsell@telops.gte.com

From: "Paul Reed" <Paul.Reed@mail.sprint.com>, on 5/1/00 4:30 PM:
To: William Munsell@CPM.CNAS@TXIRV
Cc: smtp[<bryant.smith@openmail.mail.sprint.com>]

Bill,

The following is the information Bryant provided me:

Here is our response to Bill's question regarding recip/comp and his concern about record exchange for IXC traffic. Sprint uses a system processing to identify the duplicate IXC terminating access messages and drop them from further processing. They are NOT included for meet point billing processes i.e. no 1150 records will be created from them and returned to GTE.

Let me know if you have questions.

Paul D. Reed
Sprint - Local Market Integration
Voice 913-534-6109
Fax 913-534-6817
PCS (pager) 913-269-4564
paul.reed@mail.sprint.com

-----Original Message-----

From: william.munsell [mailto:william.munsell@telops.gte.com]
Sent: Friday, April 28, 2000 2:59 PM
To: Reed, Paul
Subject: fwd: Super Trunk Group

Paul, below is a technical issue that I had relayed.

The meet point "operational" issue I'll describe below:
In meet point billing of switched access, who creates the access record depends on the direction of the switched access -- it is always the first point of switching. For tandem routed (and that is what MPB applies to), in the terminating direction it is the tandem company, and in the originating direction it is the end office company. Under the guidelines, the tandem company provides the end office company with 1101 (detailed) access records of the terminating usage. The end office company summarizes the orig. &

term. switched access into 1150 records and returns 1150 records to the tandem company. Each company bills the IC from the 1150 records.

If we have a super trunk, I expect Sprint will create terminating records for usage going to the Sprint switch from the GTE tandem (for recip comp purposes). How will Sprint not create terminating records for IC usage on this single trunk. I do not believe there is anything in the signaling stream which allows Sprint to identify this as IC usage (CIC is not signaled in the terminating direction), and therefore selectively record.

GTE is not willing to enter into interconnection arrangements which jeopardize access revenues, and unless Local is B&K (we do not record), I am not aware of how the super trunk group does not jeopardize access billing.
Do you know whether BA will allow this? My information says they do not

Bill Munsell
Manager-Interconnection Negotiations
PH: 972/718-8941
FAX: 972/718-1279
Internet: william.munsell@telops.gte.com
----- Original Text -----

From: William Munsell@CPM.CNAS@TXIRV, on 10/15/99 1:05 PM:
To: smtp[<paul.reed@openmail.mail.sprint.com>]
Cc: Casey Berndt@RE.LTSP.BHQE, Gavin Hill@GC.CSRM

Paul, I have been doing some research since our 10/13 call relative to super trunk groups. First I looked at some Bellcore white papers on the subject, but they primarily address the situation where the IXC has a CLEC entity, and both of those entities want to utilize a common trunk group. I do not believe that is what Sprint has been proposing. To get us on the same track, my understanding is that what Sprint wants is for Telephone Exchange traffic (local, EC-Toll), and Exchange Access (routed to IC's) to be routed from Sprints Class 5 end office to GTE's tandem on a common (single) trunk group.

Given this understanding, there is the technical problem with that.

The trunk group for Telephone Exchange traffic is set up as a FGC trunk group (no CIC signalled/expected) with FGD recording (i.e., we each create terminating 119 records on our end of it). The trunk group for Exchange

Access is set up as FGD (CIC is signalled/expected on originating calls).

Outside of installing a signalling monitoring package like HP Accesse7, the

FGD trunk does not allow terminating 119 records to be created. In other

words, if we combined this traffic on one trunk group, some with FGC signalling and some with FGD signalling, the switch generics do not allow

either party to create terminating 119 records on their end of the trunk

group. We would be back to the Bill and Keep on Local, and ITAC for toll alternative that I spoke of.

I just had this nagging suspicion that there was more to this than I was remembering on Wednesday.

Bill Munsell
Manager-Interconnection/Negotiation
972/718-8941
Internet: william.munsell@telops.gte.com

EXHIBIT WM-2

FLORIDA PUBLIC SERVICE COMMISSION

DOCKET

NO. 010795-TP EXHIBIT NO. 3

COMPANY/

WITNESS. Mimsell

DATE: 1-17-02



**MASTER INTERCONNECTION AGREEMENT
FOR THE STATE OF FLORIDA**

March 30, 2000

Sprint Communications Company L.P.

and

Sprint – Florida, Incorporated



transition all one-way trunks established under this Agreement.

34.1.1. The Parties shall initially reciprocally terminate Local Traffic and IntraLATA/InterLATA toll calls originating on the other Party's network as follows:

34.1.1.1. The Parties shall make available to each other two-way trunks for the reciprocal exchange of combined Local Traffic, and non-equal access IntraLATA toll traffic. Neither Party is obligated under this Agreement to order reciprocal trunks or build facilities in the establishment of interconnection arrangements for the delivery of Internet traffic. The Party serving the Internet service provider shall order trunks or facilities from the appropriate tariff of the other Party for such purposes and will be obligated to pay the full cost of such facility.

34.1.1.2. Separate two-way trunks will be made available for the exchange of equal-access InterLATA or IntraLATA interexchange traffic that transits Sprint's network.

34.1.1.3. Separate trunks will be utilized for connecting CLEC's switch to each 911/E911 tandem.

34.1.1.4. Separate trunk groups will be utilized for connecting CLEC's Operator Service Center to Sprint's Operator Service center for operator-assisted busy line interrupt/verify.

34.1.1.5. Separate trunk groups will be utilized for connecting CLEC's switch to Sprint's Directory Assistance center in instances where CLEC is purchasing Sprint's unbundled Directory Assistance service.

34.2. Point of Interconnection

34.2.1. Point of Interconnection (POI) establishes the physical point for the technical interface, the test point, and the operational responsibility hand-off between CLEC and Sprint for the local interconnection of their networks. CLEC should have one POI per end office in each Sprint LATA. CLEC should have at least one POI per Sprint LATA.

34.2.2. CLEC will be responsible for engineering and maintaining its network on its side of the POI. Sprint will be responsible for engineering and maintaining its network on its side of the POI.

34.2.3. For construction of new facilities when the parties choose to interconnect at a mid-span meet, CLEC and Sprint will jointly provision the facilities that connect the two networks. Sprint will be the "controlling carrier" for purposes of MECOD guidelines, as described in the joint implementation

EXHIBIT WM-3

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET

NO. 010795-TP EXHIBIT NO. 4

COMPANY/

WITNESS: Munsell

DATE: 1-17-02



**MASTER INTERCONNECTION AND RESALE AGREEMENT
FOR THE STATE OF TEXAS**

May 22, 2000

Ernest Communications, Inc.

and

***United Telephone Company of Texas, Inc. d/b/a Sprint;
Central Telephone Company of Texas d/b/a Sprint***

PART F INTERCONNECTION

52. LOCAL INTERCONNECTION TRUNK ARRANGEMENT

52.1. The Parties agree to initially use two-way trunks (one-way directionalized) for an interim period. The Parties shall transition from directionalized two-way trunks upon mutual agreement, absent engineering or billing issues. The Parties shall transition all one-way trunks established under this Agreement.

52.1.1. The Parties shall initially reciprocally terminate Local Traffic and IntraLATA/InterLATA toll calls originating on the other Party's network as follows:

52.1.1.1. The Parties shall make available to each other two-way trunks for the reciprocal exchange of combined Local Traffic, and non-equal access IntraLATA toll traffic. Neither Party is obligated under this Agreement to order reciprocal trunks or build facilities in the establishment of interconnection arrangements for the delivery of Internet traffic. The Party serving the Internet service provider shall order trunks or facilities from the appropriate tariff of the other Party for such purposes and will be obligated to pay the full cost of such facility.

52.1.1.2. Separate two-way trunks will be made available for the exchange of equal-access InterLATA or IntraLATA interexchange traffic that transits Sprint's network.

52.1.1.3. Separate trunks will be utilized for connecting CLEC's switch to each 911/E911 tandem.

52.2. Point of Interconnection

52.2.1. Point of Interconnection (POI) means the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between CLEC and Sprint for the local interconnection of their networks. CLEC must establish at least one POI per Sprint local calling area.

52.2.2. CLEC will be responsible for engineering and maintaining its network on its side of the POI. Sprint will be responsible for engineering and maintaining its network on its side of the POI.

52.2.3. For construction of new facilities when the parties choose to interconnect at a mid-span meet, CLEC and Sprint will jointly provision the facilities that connect the two networks. Sprint will be the "controlling carrier" for purposes of MECOD guidelines, as described in the joint implementation

EXHIBIT WM-4

FLORIDA PUBLIC SERVICE COMMISSION

DOCKET

NO. 010795-7P EXHIBIT NO. 5

COMPANY/

WITNESS. Mumrell

DATE: 1-17-02

Additional details of dialing procedures available for use with FGD are shown in Tables 3-8 through 3-10. Further information pertaining to FGB access can be found in *Feature Group B, FSD 20-24-0300, TR-TSY-000698*.⁸ FGD access information can be found in *Compatibility Information for Feature Group D Switched Access Service, TR-NPL-000258*,⁹ and *Expansion of Carrier Identification Code Capacity for Feature Group D (FGD), TR-NWT-001050*.¹⁰

3.10 Operator Assistance

Callers reach the LEC operator by dialing 0 (zero). To reach the presubscribed interexchange operator carrier, 00 (zero zero) is dialed, where available. A presubscribed customer should also be able to dial 10XXX + 0 to reach an alternate IC operator facility. In nonequal-access end offices, 00 can be routed either to the LEC operator facility, to a single IC's operator facility, or it can be blocked.

3.11 International Direct Distance Dialing

There are three major types of carriers involved in international calling.

- *International Carriers (INCs)* transport the call between a United States gateway and a foreign country where the INC connects to the applicable foreign telephone entity.
- *Interexchange Carriers (ICs)* provide call transport from the originating LATA to the INC gateway office.
- *Interexchange/International Carriers (IC/INCs)* provide both domestic interLATA transport and international transport.

On most international calls, both ICs and INCs are involved, which implies that two carriers are selected by a single CAC.

- A single carrier (IC/INC) provides both interLATA and international transport and uses a single CAC that includes both.
- An IC and an INC, having separate CACs, can agree to handle each other's traffic. A customer placing an International Direct Distance Dialing (IDDD) call could use either carrier's CAC. The interLATA portion would be handled by the IC and the international portion would be handled by the INC.

An IDDD caller is not able to independently specify both an IC and an INC for an international call. Except in the case of a carrier that provides both functions, the caller will specify either the IC or INC of choice. The other carrier (INC or IC, respectively) involved will be the result of a prearranged business agreement.

EXHIBIT WM-5

FLORIDA PUBLIC SERVICE COMMISSION

DOCKET

NO. 010795-7P EXHIBIT NO. 6

COMPANY/

WITNESS. Munsell

DATE: 1-17-02

CARRIER IDENTIFICATION CODE ASSIGNMENT GUIDELINES

Docket No. 010795-TP
Direct Testimony of William Munsell
Exhibit WM-5
FPSC Exhibit _____
October 23, 2001
Page 1 of 14



Alliance for Telecommunications
Industry Solutions

Sponsor of



Industry Numbering
Committee

A forum of the Carrier Liaison Committee

1200 G Street NW
Suite 500
Washington DC 20005
www.atis.org

CARRIER IDENTIFICATION CODE ASSIGNMENT GUIDELINES

These guidelines are reissued in connection with the
resolution to INC Issues 196 and 198.

CARRIER IDENTIFICATION CODE ASSIGNMENT GUIDELINES

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CARRIER IDENTIFICATION CODE ASSIGNMENT GUIDELINES

1.0 INTRODUCTION

1.1 Purpose

This document describes guidelines for the assignment of Carrier Identification Codes (CICs) in the North American Numbering Plan (NANP) area and is a product of industry consensus reached under the aegis of the Industry Numbering Committee (INC) which is a standing committee of the Carrier Liaison Committee (CLC). The document will be maintained by the INC which will, therefore, be responsible for the determination of any necessary changes or updates. These guidelines do not detract from the ability of an appropriate governmental or regulatory agency to exercise authority over any and all issues herein. These guidelines and future changes to these guidelines will be submitted to the agencies for their review. In addition, it should be understood that these guidelines supersede any previously issued CIC assignment guidelines.

These guidelines have been formulated with consideration of the following two legitimate needs. First, the recognition that the CICs represent a finite resource and should, therefore, be used efficiently and conserved to the extent possible; and second, that their prudent use is inherent in the provision of telecommunications services. Therefore, the guidelines should offer the greatest latitude in the provision of telecommunication services, while maintaining the effective management of a finite resource.

The assignment practices detailed in these guidelines apply to the assignment of CICs made directly by North American Numbering Plan Administration (NANPA) to a specific entity. (See Section 2.2 for CIC application procedures). Therefore, the maximum number of CICs an entity may be assigned under these guidelines pertains to the number of CICs the administrator may directly assign to that entity. Accordingly, codes obtained via means other than direct assignment by the NANPA are outside the scope of these assignment guidelines and hence, are not included in the maximum code assignment limits. The requirements specified in these guidelines will apply to all CICs (e.g., the access and usage requirements for retaining CICs) regardless of the manner through which an entity obtained a code.

1.2 Definition, Use and Background of CICs

CICs provide routing and billing information for calls from end users via trunk-side connections to interexchange carriers and other entities. Entities connect their facilities to access provider's facilities using several different access arrangements, the common ones being Feature Group B (FG B) and Feature Group D (FG D). CICs were introduced in 1981 as 2-digit codes then were expanded to 3-digit codes in 1983. At that time CICs were assigned from a single pool of numbers serving both FG B and FG D access. Initially, entities could be assigned up to a maximum of three CICs, a

CARRIER IDENTIFICATION CODE ASSIGNMENT GUIDELINES

primary and two supplemental CICs. When it was recognized that the supply of 3-digit CICs would eventually exhaust, the ICCF developed a plan to expand the resource to 4 digits, i.e., CIC expansion. In 1989, when the 700th CIC was assigned, industry agreements limited assignments to one per entity to prevent exhaust before completion of CIC expansion.

CIC expansion was planned for implementation in two phases. Phase 1 was completed on April 1, 1993, at which time FG B and FG D CICs were split into two separate assignment pools. In addition, the FG B resource was expanded from 3 to 4 digits. FG D CICs continued to be assigned in the 3-digit format until exhaust which signaled the start of Phase 2. Phase 2 of CIC expansion was completed on April 1, 1995 when FG D CICs were expanded to 4 digits. Existing 3-digit FG D CICs were converted to 4 digits by prepending a "0" in front of the CIC. After Phase 1 but before Phase 2 CIC expansion, entities could, if requested, reserve a 4-digit FG D CIC that matched the assigned 4-digit FG B CIC, which would be assigned when 4-digit FG D CICs became available. These guidelines have been modified to reflect the completion of CIC expansion and the availability of 4-digit CICs.

For the purposes of these guidelines, CICs are 4-digit numeric codes which are currently used to identify customers who purchase Feature Group B (FG B) and/or Feature Group D (FG D) access services.¹ These codes are primarily used for routing from the local exchange network to the access purchaser and for billing between the LEC (Local Exchange Carrier) and the access purchaser.

CICs referred to in these guidelines are those assignable by the CIC administrator.

In addition to those CICs assignable by the CIC administrator, there are 200 four digit CICs, numbers 9000-9199, designated for intranetwork use and are therefore unassignable. These CICs are 1) intended for intranetwork use only, 2) not intended to be used between networks, 3) not intended to be dialable by end users as a CAC (defined in this section). Use of the 200 unassignable CICs is at the discretion of each network provider and will not place requirements on other network providers.

CICs exist in the public domain, and as such, are a public resource. Assignment of a CIC to an entity in no way implies or infers ownership of the public resource by the entity. Consequently, the resource cannot be sold, brokered, bartered, or leased for a fee or other consideration. If a resource is sold, brokered, bartered or leased for a fee, the resource is subject to reclamation by the administrator. The availability of CICs will

¹ For purposes of these guidelines "access services" includes the purchase of trunk access for FG B or D, and, in the case of FG B, translations access (where available).

Although LECs are not formal "purchasers" of FG B or FG D access, these guidelines do not preclude LECs from being assigned CICs.

CARRIER IDENTIFICATION CODE ASSIGNMENT GUIDELINES

be monitored by the CIC administrator who will report on the continued assignment of this public resource on a regular basis to the FCC and the INC.

In addition to the use of CICs by the LECs for routing and billing of access, the CIC comprises part of the Carrier Access Code (CAC), a dialing sequence used by the general public to access a preferred provider of service.

Specifically, the CAC can be in the following formats:

- For FG B, the CAC is in the format 950-XXXX, where XXXX is the FG B CIC.

For FG D, the CAC is dialed using a 7-digit format (101XXXX), where X = 0 through 9.

1.3 Definition of an Entity

CICs are assigned to entities that purchase FGB or FGD access, FGB translation access or are LECs. For purposes of these guidelines, an entity will be defined as follows.

- An entity is defined as a firm or group of firms under common ownership or control.

Franchise operators are those individuals, groups, or firms granted the right or license to market a company's goods or services in a particular area. As there is a commonality of economic interest in marketing conditions normally imposed on a franchise operator by the franchiser, these industry guidelines treat the franchiser as the relevant entity and not each individual franchise operator. The franchiser is eligible for CICs assigned to an entity up to the maximum number as determined by these guidelines. The franchise operators operating under the common franchise may each use the CICs under the guidance of the franchiser. On the assumption that franchise operators are operating in different territories, as may be dictated by the franchiser, no technical limitation on access service exists due to this CIC limit.

1.4 Administration of CICs and CIC Usage Reporting

The assignment and management of CICs will be administered by the North American Numbering Plan Administrator (NANPA). At the direction of the NANPA, the access providers and the entities who are assigned CICs will be requested to provide access and usage information to the NANPA, on a semi-annual basis to ensure effective management of the CIC resource. (Holders of codes may respond to the request at their own election). LEC and entity reports shall be submitted to NANPA no later than January 31 for the period ending December 31, and no later than July 31 for the period ending June 30.

NANPA will use this information, not only to effectively manage the use of CICs, but also to advise the industry as to the level of assignments, and to alert the industry to any concerns, such as the potential for code exhaust.

Further detail regarding these reports, including the suggested format and the address to which they should be submitted, is contained in the "Reports" section of these guidelines.

1.5 The CIC Pools

FG B and FG D CIC resources are assigned from two separate assignment pools. One pool contains the four-digit FG B resource; the other pool contains the four-digit FG D resource.

The FG B CIC format provides a pool of 9,000 codes. (Note: Only 9000 four digit FG B CICs are available for assignment because switches do not differentiate between CICs in the 0XXX and 1XXX ranges. If, in the future, changes in technology allow the distinction between 4 digit FG B CICs of the form 0XXX and 1XXX, separate assignment of those CICs will be considered). THE FG D CIC format provides for a pool of 10,000 codes.

FG B and FG D assignments are made separately. Accordingly, an entity whose needs demand the use of FG B access only will be assigned a FG B CIC.

1.6 Four Digit FG B CICs

Four-digit FG B assignments are made from a single specific 1000s block. The first 1000s block from which four digit FG B CICs are assigned is the 5000s block, followed by the 6000s block. The selection of the 5000s and 6000s block permits matching assignments to four digit FG D codes. Subsequent assignments will be made from the remaining blocks of numbers which will be opened sequentially, starting with the 2000s block, i.e., 2000, 3000, 4000, 7000, etc. Opening of subsequent thousand blocks is dependent solely upon the exhaust of the current available FG B CIC resource.

The NANPA will monitor CIC assignments and usage and provide reports to the CLC and INC indicating the level of assignment and projecting the time of exhaust of the current pool of FG B CICs semi-annually or as requested based on the then current assignment rate. The NANPA will formally notify the industry 2-1/2 years prior to the need for the next 1000s block of FG B CICs. Actual assignment of the new FG B 1000s block will begin six months before the projected exhaust of the current FG B CIC pool. The industry will review the need, in the future, to continue to restrict assignment of FG B CICs to specific 1000s blocks. The industry will determine if, when technically practicable, this restriction will be lifted, and FG B four digit assignments will be available from the full range of (9,000) FG B CICs.

CARRIER IDENTIFICATION CODE ASSIGNMENT GUIDELINES

1.7 Four-Digit FG D CICs

At the time FG D CICs were expanded to four digits, a permissive period was established which permitted the use of both the 10XXX and 101XXXX CAC dialing formats. During this permissive period, four-digit FG D CICs began to be assigned in the 5000 and 6000 number blocks. (Note: Per CC Docket No. 92-237 Declaratory Ruling (98-828) Released May 1, 1998, the permissive dialing period ended on September 1, 1998.)

In the future, it is the intent of the industry to open all four digit FG D 1000s blocks for assignment. The industry will review this intention to verify if all four digit FG D codes will be made available for assignment, or if it is necessary to restrict such availability to specific 1000s blocks.

2.0 ASSIGNMENT PRINCIPLES

NANP resources, including those covered in these guidelines, are collectively managed by the North American telecommunications industry with oversight of the North American federal regulatory authorities.

The NANP resources are considered a public resource and are not owned by the assignees. Consequently, the resources cannot be sold, brokered, bartered, or leased by the assignee for a fee or other consideration.

If a resource is sold, brokered, bartered, or leased for a fee, the resource is subject to reclamation by the Administrator.

2.1 General

Entities purchasing FG B or FG D trunk access or FG B translations access will be assigned a CIC from the appropriate pool. A request for FG B or FG D access must have been made before an entity's request for the issuance of a CIC will be considered. Assignments will be made consistent with all regulatory directives such as the standing FCC mandate which directs that access be available to all customers, not only traditional carriers. CICs will be assigned on a North American Numbering Plan area basis; i.e., there will be no duplicate assignments segregated by geographic region and, therefore, an entity can use the assigned code throughout the North American Numbering Plan area.

CARRIER IDENTIFICATION CODE ASSIGNMENT GUIDELINES

2.2 Procedures for Obtaining a CIC Assignment

An entity should use the following procedure when requesting a CIC assignment.

- a) Complete the CIC Application Form. One application form is required per CIC request. The CIC applicant will complete all required entries on the CIC Application Form to the best of his/her knowledge and sign the form.
- b) Contact an access provider, i.e., the local exchange carrier, and request the assignment of a CIC. The CIC application form must be presented to the access provider when requesting access service.
- c) Place a valid order for FG B or D trunk access service, or FG B translations access service, where available, (depending on the type of CIC being requested) with the access provider, indicating in order of preference, three CIC choices.*
- d) Provide to the access provider a list of all CICs currently held by the entity (see Section 1.3 for definition of entity), indicating the name of the firm(s) holding the CIC(s) if other than the entity applying for the CIC.

After receipt of a request for a CIC, the access provider will apply to NANPA for a CIC on behalf of the entity, attaching a copy of the written request for access service and the CIC Application Form. NANPA will assign a CIC within 10 working days of receipt of a CIC request from the access provider, and notify the access provider and the entity in writing of the assignment using the CIC Assignment Form. Entity code preference will be honored to the extent possible, and assignments will be made in the order the requests are received.

LECs should apply directly to NANPA for the assignment of CICs and are subject to the CIC assignment principles contained in these guidelines as other entities.

2.3 Assignments for IRCs and INCs

International Carriers (INC)s and International Record Carriers (IRC)s will be assigned CICs from the same resource pool as all other access customers. That is, there will be no special block of CICs reserved for code assignments to either INCs or IRCs.

There will be no specific allocation of codes for international services of an entity engaged in both domestic and international carriage.

* A request for a CIC may be made by an entity or its authorized agent.

2.4 Reservation of Codes

There will be no reservation of CICs. Rather, CICs will be assigned on a first come, first served basis, as FG B or D access service, or FG B translations access service is ordered.

2.5 Matching of FG B and FG D CICs

An entity purchasing both FG B and FG D may request the same FG B and FG D code, however, there is no guarantee that the same CICs for FG B and FG D service will be available. NANPA will, however, make every effort to assign matching FG B and FG D CICs when requested to do so, given that such matching codes are available.

3.0 MAXIMUM NUMBER OF CODES

3.1 Four-Digit CIC Assignment Practices

A maximum of 5 FG B CICs and 6 FG D CICs will be assigned per entity. Entities holding greater than the maximum allowed CICs are encouraged to make a good faith effort to return those codes to the NANPA.. (See also Section 4.3).

3.2 Special Use Code Assignments

It is recognized that extraordinary and infrequent technical constraints in access provider's networks may arise where an entity, whose intent was to offer a service without the use of a CIC, is required to use a CIC. If the entity and the access provider agree that a CIC assignment is warranted because of such a technical constraint, and both parties also agree that no available technical alternative exists to provide the proposed service, the access provider and the entity will submit a jointly signed letter to the NANPA certifying the need for a special use CIC and requesting the assignment of a "special use" CIC.

This "special use" code assignment procedure can take place prior to, or after, an entity reaches the maximum assigned limit of CICs. The "special use" CIC assignment from the NANPA is NOT counted in the assigned CIC total of the entity or the access provider. The NANPA will notify the INC of special use code assignments.

If an alternative to the use of a CIC subsequently becomes available (i.e., there is no longer a technical constraint in the access provider's network), the voluntary return of the "special use" code is encouraged (see Section 4.3). Moreover, if, after it has been established that there exists a technical alternative to the use of the code, and the entity chooses not to return it, the CIC is counted against the limit of assignable codes.

CARRIER IDENTIFICATION CODE ASSIGNMENT GUIDELINES

An entity can be assigned a maximum of two "special use" CICs. It is expected that such codes will be required infrequently and that few "special use" codes will be assigned. The INC will review the category of "special use" CICs annually, but will meet at the time the NANPA assigns the second "special use" code to a specific entity in order to examine the needs which required the assignments and, if necessary, to consider a change to the assignment limits.

3.3 CIC Limit Review

The number of CICs assignable per entity will be reviewed, as determined by the industry. This could be initiated through the introduction of an issue at the INC. It is intended that these reviews investigate the potential for further expansion of the number of codes per entity.

4.0 DISPOSITION OF CODES

4.1 Requirement for Code Retention

It is expected that CICs, when assigned, will be placed in service within a reasonable time. Specifically, access service associated with the CIC must be obtained, and the CIC must show usage. Absent such service and usage, a reclamation process will be initiated consistent with Sections 4.2 and 6.0.* CIC assignees shall submit to NANPA a certification that the required access was obtained and the date the access was activated (see CIC Activation Form).

4.2 Requirement for Access

If the CIC Activation Form is not received by NANPA, thereby indicating that access service associated with a CIC has not been established within four months of the date of code assignment, the NANPA will inquire regarding the status of the CIC and, if appropriate, a certified letter will be sent to the entity initiating the reclamation process. The letter will state that the NANPA intends to reclaim the CIC at the end of a 60-day period if access service has not been established. The entity will also be notified by letter if the code assignment is withdrawn.

Any code reclaimed will be made available for assignment by the NANPA after an idle period of at least six months.

* Reclamation Process: The procedure whereby NANP administration, as maintenance agent for the CIC assignment guidelines, recovers codes which do not meet the requirements specified in the guidelines. (Note: NANP administration has the responsibility to attempt to recover numbering resources, especially unused numbering resources, as the situation requires. These guidelines confer no enforcement authority. Actual enforcement authority resides with the appropriate governmental or regulatory body.)

CARRIER IDENTIFICATION CODE ASSIGNMENT GUIDELINES

4.3 Voluntary Return of CICs

The voluntary return of CICs that are no longer needed by an entity is encouraged. Please contact the NANPA to arrange for return.

Any code returned by an entity will be made available for assignment by the NANPA after an idle period of at least six months.

5.0 ENTITLEMENTS

5.1 Code Use

Assignment of a CIC provides the "right" to use and retain the CIC consistent with these guidelines, to promote the use of the CIC as part of the carrier access code (CAC) for end user dialing, and to transfer the code to another entity as described in Section 5.2. Franchise operators do not retain any right to the CICs if the franchiser ceases operation or determines that its CICs are no longer required.

5.2 Transfer of CICs

The assignment of a CIC does not imply ownership. Although not a formal asset of an entity, a CIC may be transferred to another entity through merger or acquisition as long as the CIC is in use, i.e., FG B or FG D access is being reported or can be verified by an access provider. The NANPA must be informed of such transfers to ensure that an accurate record of the entity responsible for the CIC can be maintained, and that the guideline requirements are satisfied. Such requirements include those associated with the retention of CICs, and transferred CICs will be subject to reclamation as are any other codes.

The entity requesting the transfer of a CIC from the assignee of record must provide written documentation that supports the transfer of a code, i.e., written agreement from the assignee of record or evidence of merger/acquisition of the assignee's company by the requester.

6.0 RECLAMATION PROCEDURES

6.1 Assignee Responsibility

The entity to which a CIC has been assigned shall return the CIC to its administrator if:

- It is no longer needed by the entity for the purpose for which it was originally assigned
- The service it was assigned for is discontinued, or

CARRIER IDENTIFICATION CODE ASSIGNMENT GUIDELINES

- The CIC was not used or activated within the activation timeframe specified in these guidelines.

In the latter case, the assignee may apply to the administrator for an extension date. Such an extension request must include the reason for the delay and a new activation time commitment.

6.2 Administrator Responsibility

- The CIC administrator will contact any CIC assignee(s) identified as not having returned to the administrator for reassignment of any CIC:
 - Assigned, but no longer in use by the assignee(s),
 - Assigned to or associated with a service no longer offered,
 - Assigned, but not activated within the activation timeframe specified in these guidelines, or
 - Assigned but not used in conformance with these assignment guidelines.

The administrator will seek clarification from the assignee(s) regarding the alleged non-use or misuse. If the assignee(s) provides an explanation satisfactory to the administrator, and in conformance with these assignment guidelines the CIC will remain assigned. If no satisfactory explanation is provided, the administrator will request a letter from the assignee(s) returning the assigned CIC. If a direct contact can not be made with the assignee(s) to effect the above process a registered letter will be sent to the assignee(s) address of record requesting that they contact the administrator within 30 days regarding the alleged CIC non-use or misuse. If the letter is returned as non-delivered the administrator will advise the INC that the CIC will be made available for reassignment following the established idle period, if any, unless the INC advises otherwise within 30 days.

- The CIC administrator will refer to the INC for resolution any instance where a CIC has not been returned for reassignment by the assignee if:
 - The CIC has not been activated within the activation timeframe specified in these guidelines, or
 - A previously activated CIC is not now in use.
 - An activated CIC is not being used in accordance with these assignment guidelines.
- If a CIC is not activated within the activation timeframe specified in these guidelines and the administrator determines, by discussion with the CIC assignee(s), that the reason for the non-activation is not within the control of the assignee(s), the administrator may extend the activation date by up to 90 days.

CARRIER IDENTIFICATION CODE ASSIGNMENT GUIDELINES

- The CIC administrator will receive, process and refer to the INC for resolution any application from CIC assignees for an extension on an activation date when the:
 - Activation has not occurred within the 90-day extension,
 - Administrator believes that the activation has not occurred due to reason within the assignee's control, or
 - Assignee requests an extension in excess of 90 days.

Referral to INC will include the offered reason why the extension is requested, a new proposed activation date, and the administrator's recommended action.

The CIC administrator will make all returned CICs available for assignment following the established idle time, if any.

6.3 INC Responsibilities

The INC will:

- Accept all referrals of alleged non-use or misuse of CICs -
Investigate the referral,
- Review referrals in the context of current assignment guidelines,
- Attempt to resolve the referral, and
- Direct the CIC administrator regarding the action, if any, to be taken.

Absent a consensus resolution of the referral or non-compliance to the resolution by the CIC assignee, the case will be referred by INC via the CLC process, to the appropriate regulatory body for resolution.

7.0 CONSERVATION

7.1 The Need for a Conservation Mode

Conservation involves efforts to preserve the availability of codes. A conservation mode and the restrictive assignment policies associated with it slows the assignment rate, conserves the dwindling resource, and allows the industry time to circumvent the possibility of exhaust.

The assignment level at which a conservation mode is invoked, therefore, must provide adequate time for the industry to plan for the accommodation of additional entities, develop and publish the necessary associated technical documentation describing the plan, provide the necessary software/hardware modifications to the necessary network elements, and deploy those modifications throughout the nation. It is estimated that these efforts require at least five years.

CARRIER IDENTIFICATION CODE ASSIGNMENT GUIDELINES

7.2 A Conservation Mode for the Four-Digit CIC Environment

A detailed conservation plan for the four-digit CIC environment is not to be described in these guidelines. Rather, the NANPA, as administrator of CIC assignments, will monitor the assignment rate and level, predict the potential for exhaust, and report its findings to the industry. With this information supplied by the NANPA, the industry can determine the need for a formal conservation mode and its associated measures.

Those measures might include restrictions on the maximum number of code assignments per entity, an aggressive effort, beyond that already in place, for code reclamation, and the convening of a CLC sponsored committee to begin the necessary planning to accommodate the need to assign more than 9,000 FG B and/or 10,000 FG D CICs.

8.0 GLOSSARY

CAC (Carrier Access Code) - The sequence an end user dials to obtain access to the switched services of a carrier, e.g., 101XXXX.

CIC (Carrier Identification Code) - A numeric code that uniquely identifies each carrier. These codes are primarily used for routing from the local exchange network to the access purchaser and for billing between the LEC and the access purchaser.

FG B (Feature Group B) - A type of access arrangement that provides trunk-side access to the interexchange carrier. FG B callers reach an interexchange carrier's facility for transport of their inter-LATA call by dialing the carrier access code 950-XXXX.

FG B translations access - FG B access configurations where installation orders are such that only translation software changes are required. For example, Entity 1 refers to the entity which desires to have its FG B traffic associated with a particular Carrier Identification Code routed to another entity. Entity 2 refers to the entity with trunk access to which Entity 1's traffic is routed. Translations access allows the routing of Entity 1's traffic to the trunks of Entity 2 via a translation software change.

FG D (Feature Group D) - A type of access arrangement that permits subscribers to presubscribe to or select, on a per-call basis, a specific interexchange carrier for transport of their inter-LATA calls. To use the presubscribed carrier for a call, the subscriber need only dial the destination directory number. To override the terminal's presubscription on a per-call basis and choose an alternative interexchange carrier, 101XXXX + 0 or 1 +10 digits must be dialed.

INC (Industry Numbering Committee) - A standing committee of Carrier Liaison Committee (CLC). INC was formed to provide an open forum to address and resolve industry-wide issues associated with the planning, administration, allocation, assignment

EXHIBIT WM-6

FLORIDA PUBLIC SERVICE COMMISSION

DOCKET

NO. 010295-TP EXHIBIT NO. 7

COMPANY/

WITNESS: Murphy

DATE: 1-17-02

GTE FLORIDA
INCORPORATED

FACILITIES FOR INTRASTATE ACCESS

6. SWITCHED ACCESS

6.2 Description of Switched Access (Continued)

6.2.1 Descriptions of Feature Groups (Continued)

(D) FGD (Continued)

- (6) FGD, when being used in the terminating direction, may be used to access valid NXXs in the FGD Access Area. If the FGD connection is made directly to an end office the Access Area is that of that end office only. If the FGD connection is made to an access tandem, the Access Area is all end offices subtending that access tandem that have FGD capabilities. When the customer wants access to all end offices subtending that access tandem (both equal access and non equal access) a single FGD trunk group may be used. Traffic terminating at a non equal access end office using a FGD trunk group will be ordered as FGB or FGC and billed at FGB or FGC rates. Separate trunk groups for the combined use of FGD and FGB or FGD and FGC are not required. The description of any FGD Access Area will be provided to the customer upon request. FGD may also be used in the terminating direction to access information services (e.g., time and temperature) and other services by dialing the appropriate codes when the services can be reached using valid NXX codes.
- (7) A separate trunk group will be established based on directionality (i.e., originating only, terminating only, or two-way traffic) of the FGD arrangement provided.
- (8) The access code for FGD is a uniform access code of the form 101XXXX. No access code is required if the end user's Telephone Company local service is arranged for Primary Interexchange Carrier (PIC) arrangement as set forth in 13.5 to the same customer. The number dialed by the end user shall be a seven or ten digit number for calls in the North American Numbering Plan (NANP). For international calls outside the NANP, a five to twelve digit number may be dialed. The form of the numbers dialed by the end users is NXX-XXXX, 0 or 1 + NXX-XXXX, NPA + NXX-XXXX, 0 or 1 + NPA + NXX-XXXX, and, when the International Direct Distance Dialing Arrangement (IDDD) is provided, 01 + CC + NN or 011 + CC + NN. When the 101XXXX access code is used, FGD also provides for dialing the digit 0 for access to the customer's operator, or the end-of-dialing digit (#) for cut-through access to the CDL. FGD also provides for the dialing of digits 00 for access on a non-DDD basis to the customer's operator when the end user's service is designated to the customer as set forth in 13.5 and 6.2.5(V). A single access code will be the assigned number for all FGD provided to the customer by the Telephone Company. (C)

In addition to the standard 101XXXX access code, the customer has the option to use 950-XXXX as an access code for FGD Switched Access Service. When the customer orders FGD Switched Access Service with 950-XXXX Access as described in 6.2.5(T), FGD switched access calls may also be originated by using the customer's 950-XXXX access code(s). All such calls will be rated as FGD switched access calls. (C)

FGD, provided with multifrequency address signaling or SS7 Out of Band Signaling, is arranged to receive address signaling through the use of Dual Tone Multifrequency (DTMF) or dial pulse address signaling from the end user.

- (9) FGD may, at the option of the customer, be arranged to provide ANI arrangement to obtain the calling station billing number. The ANI arrangement provides ten digit station billing number information to the CDL. When SS7 Out of Band Signaling is specified, the customer may obtain an ANI equivalent by ordering the Charge Number optional feature as described in 6.3.1(A)(D). In those situations where no billing number is available in the end office switch, as with 4/8 party service, no ten digit number will be provided, only the area code and an "operator identification" information digit will be provided.

In those cases where an ANI failure has occurred in the end office switch, no ten digit number will be provided, and an "identification failure" information digit will be provided. ANI will be made available using multifrequency signaling provided by the Telephone Company.

Dependent upon the group type, the ANI spill may be forwarded prior to the called number in appropriately equipped end offices. When the ANI spill is sent prior to the called number, ten digits will be forwarded (NPA + NXX-XXXX). When the ANI spill is sent after the called number, the conventional seven digits will be forwarded. The Telephone Company will determine the sequencing and protocol of the ANI spill and called number.

- (10) FGD may, at the option of the customer, be arranged for the International Direct Distance Dialing (IDDD) Arrangement in the originating direction. The end office switches or access tandem switches which are equipped for IDDD will be designated by the Telephone Company. The CDL must be equipped to receive the IDDD supervisory and address signals and the CDL must provide operator assistance to the end users if necessary to obtain the IDDD address signals once the CDL acknowledges it is ready to receive IDDD address signals.

FGD may also be arranged to forward the international calls of one or more international carriers to the customer. This arrangement requires verification by the Telephone Company that the customer is authorized to forward such calls.

- (11) (Reserved for Future Use)
- (12) (Reserved for Future Use)

EXHIBIT WM-7

FLORIDA PUBLIC SERVICE COMMISSION

DOCKET

NO. 010795-4P EXHIBIT NO. 8

COMPANY/

WITNESS. Munial

DATE: 1-17-02

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Poag, Director

First Revised Page 59
Cancels Original Page 59

Effective: July 17, 1998

E6. SWITCHED ACCESS SERVICE

E6.2 Provision and Description of Switched Access Service Arrangements (Cont'd)

E6.2.4 Feature Group D (FGD) (Cont'd)

A. Description (Cont'd)

6. The access code for FGD switching is a uniform access code of the form 101XXXX. A single access code will be the assigned number of all FGD access provided to the customer by the Company. No access code is required for calls to a customer over FGD Switched Access Service if the end user's telephone exchange service is arranged for presubscription to that customer as set forth in E13. following. Where no access code is required, the number dialed by the customer's end user shall be a seven or ten digit number for calls in the North American Numbering Plan (NANP). The form of the numbers dialed by the customer's end user is NXX-XXXX, 0 or 1 + NXX-XXXX, NPA + NXX-XXXX, 0 or 1 + NPA + NXX-XXXX. (T)

Where facilities permit, the customer's operator can be reached by dialing 00.

When the 101XXXX access code is used, FGD switching also provides for dialing the digit 0 for access to the customer's operator, 911 for access to the Company's emergency reporting service, or the end-of-dialing digit (#) for cut-through access to the customer's premises. (T)

7. FGD Switching will be arranged to accept calls from telephone exchange service locations without the need for dialing 101XXXX uniform access code. Each telephone exchange service line will be marked with a presubscription code to identify which 101XXXX code its calls will be directed to for interLATA and intraLATA service. Presubscription codes are applied as set forth in E13. following. (T)
8. A Dedicated Access Line may, at the option of the customer, be provided for use with FGD Switched Access Service. A Dedicated Access Line provides a connection between a customer's end user's premises and a Company end office switch capable of performing the necessary screening functions for TFC Service, WATS or similar services and is provided only for use at the closed end of such services. (T)

GENERAL SERVICES TARIFF
P.S.C.-Md.-No. 203

Verizon Maryland Inc.

Section 22
Original Page 1

SPEECH RECOGNITION SERVICE

VOICE DIALING SERVICE

A. GENERAL

Speech Recognition Services consist of optional service features for use in connection with a residential customer's exchange service.

B. REGULATIONS

1. Description of Service

Voice Dialing Service enables residence customers to activate Verizon Services via voice commands. Up to 50 names/destinations can be added to a customer's personal directory. Calls to these destinations can be placed by merely picking up the phone and saying "Call" followed by a name/destination from the customer's personal directory. The system will repeat the name/destination to the customer, for confirmation, and will then place the call to the selected destination.

2. Use of Service

Once the customer utters a name/destination, the speech recognition computer will activate and dial the appropriate telephone number. The customer will, however, retain the capability of placing calls via touch tone or rotary dialing. In the event the customer begins to dial via touch tone or rotary pulses, the voice activated dialing connection to the computer is disconnected.

3. Restrictions

Voice Dialing Service is not compatible with the following features: Home Intercom, Home Intercom Extra, Residence Service Variety Package, Remote Call Forwarding and terminal lines of a multi-line hunt group. In addition, Voice Dialing Service is not available on the dependent number of Distinctive Ring Custom Calling Service.

4. Thirty-day Waiver

Verizon Maryland will waive the monthly charge for Voice Dialing for one month for customers who subscribe to this service for the first time.

C. RATES

	Per Month	USOC
Voice Dialing Service, per line equipped.....	\$3.75	

Issued: November 20, 2000

Effective: December 6, 2000

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 210795-TP EXHIBIT NO. 9
COMPANY/ Hunsucker
WITNESS: 1-17-02
DATE: 1-17-02

EXHIBIT NO. _____

DOCKET NO: 010795-TP

WITNESS: Stip- 1

PARTY: Verizon Florida Inc.

DESCRIPTION:

1. Verizon's responses to Sprint's First set of Interrogatories, nos. 2-9, 11-15, 43-44. (pp. 1-7)
2. Verizon's responses to Sprint's Second set of Interrogatories, nos. 45-63. (pp. 8-16)
3. Verizon's responses to Sprint's Third set of Interrogatories, nos. 70-74. (pp. 17-20)

PROFFERING PARTY: STAFF

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 010795-TP EXHIBIT NO. 10
COMPANY/
WITNESS. FPSC Staff
DATE: 1-17-02

I.D.# Stip-1

- c. substance of the facts and opinions to which he or she is expected to testify.

RESPONSE:

Please see Verizon's objections to this interrogatory served on September 18, 2001.

ARBITRATION ISSUE NO. 1 – Local traffic Definition
ARBITRATION ISSUE NO. 2 – Multi-jurisdictional Trunks

2. What traffic, other than Internet Service Provider ("ISP Bound") traffic does Verizon include in Information Access Traffic for the purposes of exclusion from the definition of Local Traffic or Reciprocal Compensation Traffic as discussed on pages 2-5 of Verizon's Response to the Petition for Arbitration? Please provide specific examples and explanation.

RESPONSE:

Subject to and without waiving its objections to this interrogatory served on September 18, 2001, the exclusion of information access traffic is based, not on any particular calculus, but on the plain language of section 251(g) of the Act. Thus, any present or future information access traffic (of which Internet-bound traffic is a current example) is, by law, excluded from traffic subject to reciprocal compensation under section 251(b)(5) of the Act.

3. Does Verizon contend that "Local Traffic" or "Reciprocal Compensation Traffic", as discussed on pages 2-5 of Verizon's Response to the Petition for Arbitration, must be limited to traffic that originates on one party's network and terminates on the other party's network in the same local calling area? If so:
 - a. Except with respect to whether Information Access traffic includes more than ISP Bound traffic, does Verizon otherwise agree that the definition of Local Traffic or Reciprocal Compensation Traffic is Telecommunications Traffic that originates and terminates within the local calling area of the ILEC or mandatory EAS calling area?
 - b. Please explain the meaning of the words "exchanged between" as set forth in 47 CFR Section 51.701(b)(1) as they relate to Verizon's position that Local Traffic or Reciprocal Compensation Traffic may not include traffic that originates on one party's network, moves to another party's network and then terminates on the first party's network within a local calling area.

RESPONSE:

Subject to and without waiving its objections to this interrogatory served on September 18, 2001, Verizon directs Sprint's attention to Verizon's Response to Issue Nos. 1 and 2 of Sprint's Petition and Verizon's proposed interconnection agreement.

4. At page 7 of Verizon's Response to the Petition for Arbitration Verizon states:

The Commission should reject this proposal, as it would be **impossible** for Sprint to accurately bill the appropriate party if multiple jurisdictions of traffic are routed from a Verizon tandem to Sprint over the same trunk group. **(Emphasis added)**

Please provide the justification for the conclusion that accurate reporting and billing would be "impossible." Please identify all studies, analysis and other information upon which this conclusion is predicated.

RESPONSE:

Subject to and without waiving its objections to this interrogatory served on September 18, 2001, Verizon's conclusion that it would be impossible for Sprint to accurately bill the appropriate party if multiple jurisdictions of traffic are routed from a Verizon tandem to Sprint over the same trunk group is based on Verizon's understanding of signaling standards, record creation for reciprocal compensation billing, as well as the meet point billing process of Exchange Access, as defined in MECAB, and the relationships between these inter-related aspects of the network and billing processes.

5. Will Verizon charge Sprint switched exchange access rates for calls carried over access facilities that originate and terminate within the same local calling area that are not Information Access Traffic? If so, please explain why, provide the circumstances under which Verizon will charge Sprint switched Exchange Access rates for local calls and identify all documents in Verizon's possession that relate to Verizon's explanation.

RESPONSE:

Subject to and without waiving its objections to this interrogatory served on September 18, 2001, Verizon directs Sprint's attention to Verizon's Response to Issue Nos. 1 and 2 of Sprint's Petition and Verizon's proposed interconnection agreement.

6. Does Verizon contend that it is technically infeasible to combine multi-jurisdictional (e.g., local, interLATA and intraLATA) traffic on the same trunk groups? If so, please explain why it is technically infeasible to do so and identify

all supporting studies, workpapers, and other documents in Verizon's possession that relate to Verizon's explanation.

RESPONSE:

Subject to and without waiving its objections to this interrogatory served on September 18, 2001, Verizon contends that whether the combination of multiple jurisdictions of traffic on the same trunk group is technically infeasible depends on which jurisdictions of traffic are to be combined and in which direction the traffic is routed. Verizon further responds that local trunk groups within Verizon's own network and local trunk groups carrying traffic from Verizon to CLECs do not use Feature Group D trunk signaling. Verizon uses Feature Group D trunk signaling to deliver interLATA traffic originated by Verizon's local service end users to Interexchange carriers. Verizon's local trunk signaling, call recording, and billing systems cannot handle the combination of interLATA, intraLATA, and local traffic, to be delivered to another carrier on a single trunk group.

7. Does Verizon claim that its tandems are incapable of handling multi-jurisdictional traffic on the same trunk group? If so, please explain why it is technically infeasible to do so and identify all supporting studies, workpapers and other documents.

RESPONSE:

Subject to and without waiving its objections to this interrogatory served on September 18, 2001, Verizon does not claim that its tandems are incapable of "handling" multi-jurisdictional traffic on the same trunk group, assuming that the term "handling" means that traffic may be transmitted operationally. However, this does not mean that such traffic can be accurately tracked and billed.

8. Does Verizon or any other Verizon subsidiary or affiliate currently combine multi-jurisdictional traffic (e.g., interLATA and intraLATA) on the same trunk groups for itself or any other company or telecommunications service provider? If so, please provide the locations where such multi-jurisdictional trunking is provided and the name of the company for which this multi-jurisdictional trunking is being provided.

RESPONSE:

Subject to and without waiving its objections to this interrogatory served on September 18, 2001, for Verizon's own traffic, as well as for all CLECs with whom Verizon has a facilities-based agreement (including the proposed Agreement for Sprint in this arbitration), depending on which jurisdictions of traffic are to be combined and in which direction the traffic is routed, it may be the norm to combine multiple jurisdictions of

traffic (e.g., interLATA and intraLATA) on the same trunk group. However, see response to interrogatory no. 6.

9. Has Verizon evaluated the cost savings from combining, or additional costs of not combining, multi-jurisdictional traffic on the same trunk groups? If so, please provide the estimated costs and identify all supporting workpapers, studies and other documents in Verizon's possession that relate to Verizon's explanation.

RESPONSE:

Subject to and without waiving its objections to this interrogatory served on September 18, 2001, Verizon has not conducted any cost study to evaluate the potential additional costs or cost savings from combining multiple jurisdictions of traffic on the same trunk group.

10. Will Verizon allow Sprint to combine switched access services and UNE-provided services over the same Verizon facilities at no additional cost to Sprint? If so, under what conditions? If not, please explain why, including Verizon's position as to whether such combination is "technically feasible" and identify all documents in Verizon's possession that relate to Verizon's explanation.

RESPONSE:

Subject to and without waiving its objections to this interrogatory served on September 18, 2001, Verizon directs Sprint's attention to Verizon's Response to Issue No. 6 of Sprint's Petition and Verizon's proposed interconnection agreement.

ARBITRATION ISSUE NO. 3 – Vertical Features

11. Does Verizon sell or otherwise provide Verizon Commercial Mobile Radio Service, Verizon's wireless service provider, any type of Vertical Features (e.g., Call Forwarding, Call Forwarding Busy/Don't Answer)? If so, identify the types of such features and the terms under which they are provided.

RESPONSE:

Subject to and without waiving its objections to this interrogatory served on September 18, 2001, Verizon does not provide any type of Vertical Features to Verizon Commercial Mobile Radio Service. The Verizon Commercial Radio Service's wireless network provides its own Vertical Features to its customers.

12. Does Verizon currently offer, or is it considering offering, any type of "one number" or "single number" service (whether using call forwarding or some other

technology such as AIN) which allows an end user of Verizon landline services and Verizon Commercial Mobile Radio Service to have just one telephone number for both services? If so, please explain how this service works or is likely to work.

RESPONSE:

Subject to and without waiving its objections to this interrogatory served on September 18, 2001, Verizon Florida does not currently offer any type of "one number" or "single number" service that allows an end-user to have one telephone number for a landline service and a wireless service.

13. Does Verizon currently offer, or is it considering offering, a messaging platform or service which would allow a Verizon customer that subscribes to Verizon local exchange and Verizon Commercial Mobile Radio Service to use just one voicemail service for both its local exchange and Verizon Commercial Mobile Radio Service? If so, please explain how this service will or is likely to work.

RESPONSE:

Subject to and without waiving its objections to this interrogatory served on September 18, 2001, Verizon Florida does not currently offer this type of service.

14. Please state whether and under what conditions Verizon sells, transfers, or provisions Vertical Features (e.g., Call Forwarding, Call Forwarding Busy/Don't Answer) to any individual or entity without also selling, transferring, or provisioning local dial tone to that same individual or entity for the same line for which the Vertical Feature is sold, transferred, or provisioned.

RESPONSE

Subject to and without waiving its objection to this interrogatory served on September 18, 2001, Verizon does not sell, transfer or provision Vertical Features to any individual or entity without also selling, transferring or provisioning local dial tone to that same individual or entity for the same line for which the Vertical Feature is sold, transferred or provisioned, with one exception.

Verizon sells Call Forwarding-Busy-Fixed, Call Forwarding-No Answer-Fixed, and Call Forwarding-Busy/No Answer-Fixed to Enhanced Service Providers ("ESPs") without also selling the underlying local dial tone lines. The terms and conditions under which Verizon provides Vertical Features to ESPs are described in Verizon's tariffs, filed with the Florida Public Service Commission as follows:

Verizon Florida
GENERAL SERVICES TARIFF
A13. MISCELLANEOUS SERVICE ARRANGEMENTS
1st Revised Page 36

15. Please describe how the Vertical Features provided at retail to Verizon end users as described at pages 13-17 in Verizon's Response to the Petition for Arbitration differs from the service provide at wholesale to ESPs in terms of features, function, capabilities or equipment or facilities utilized to provide the service.

RESPONSE:

Subject to and without waiving its objections to this interrogatory served on September 18, 2001, Verizon states that there is no difference between the Vertical Features provided at retail to Verizon end users and those provided to ESPs in terms of function, capabilities, equipment or facilities.

The list of features currently available to ESPs are listed in the tariff referenced in the response to interrogatory no. 14 above.

ARBITRATION ISSUE NO. 4 – Dark Fiber

16. Please describe in detail the activities involved in "combining or constructing" spare capacity as those terms are used on pages 26 and 27 of Verizon's Response to the Petition for Arbitration. Does Verizon agree that such activity would be to install a "jumper" between the fiber strands to complete the requested route? Why or why not?

RESPONSE:

Subject to and without waiving its objections to this interrogatory served on September 18, 2001, Verizon Florida responds that the nature and extent of activities involved in "combining or constructing" dark fiber (as those terms are used on pages 17 and 18 of Verizon's Response to Sprint's Petition for Arbitration) would depend on the unique conditions associated with a specific CLEC request at a specific location (or locations) in Verizon's network. This work could involve placing fiber cable, opening fiber cable splice cases, splicing fiber strands, re-splicing fiber strands, and performing central office cross connections at a fiber distribution frame.

RESPONSE:

Subject to and without waiving its objections to this interrogatory served on September 18, 2001, Verizon charges for DC power based on the number of load amps ordered.

ARBITRATION ISSUE NO. 15 – VERIZON COLLOCATION

43. For what purpose does Verizon seek collocation at Sprint Communications Company Limited Partnership sites?

RESPONSE:

Subject to and without waiving its objections to this interrogatory served on September 18, 2001, Verizon seeks the right to collocate at Sprint's sites when necessary to efficiently interconnect with Sprint's network for the delivery of telecommunications traffic to Sprint.

44. Please provide a list of all jurisdictions of traffic Verizon plans to deliver to Sprint at the proposed Verizon collocation sites.

RESPONSE:

Subject to and without waiving its objections to this interrogatory served on September 18, 2001, if Verizon collocates at a Sprint site for the purposes stated in response to interrogatory no. 43, then Verizon will deliver to Sprint any jurisdiction of traffic governed by the applicable interconnection agreement.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Sprint)	Docket No. 010795-TP
Communications Company Limited)	
Partnership for arbitration with)	
Verizon Florida Inc. pursuant to)	
Section 251/252 of the)	
Telecommunications Act of 1996)	

**VERIZON FLORIDA INC.'S RESPONSES TO
SPRINT'S SECOND SET OF INTERROGATORIES**

Pursuant to the Order Establishing Procedure of the Florida Public Service Commission ("Commission"), Verizon Florida Inc. ("Verizon Florida" or "Verizon"), by counsel, submits the following responses to Sprint Communications Company, L.P.'s ("Sprint") Second Set of Interrogatories.

<u>Interrogatory</u>	<u>Prepared By:</u>	<u>Title</u>
53-55, 58, 61, 62	Joseph Kristof	Group Product Mgr., Calling Svcs Oper.
46, 52, 56, 59, 60	Antonio Cortes	Sr. Staff Cslt-Prod. Mgt./Prod. Dev.
45, 47	Kristof/Cortes	
63	Richard McCusker	Director, Prod. Mgt./Prod. Dev.
48, 49, 50, 51	Donald Katz	Group Mgr, Messaging Solutions PLM
57	Maryellen Langstine	Director, Multi-Disciplined
68, 69	Susan Fox	Manager, Prod.Mgt./Prod. Dev.
64, 65, 66, 67	William Munsell	Negotiations Manager

INTERROGATORIES

ARBITRATION ISSUE NO. 3 – VERTICAL FEATURES

45. Describe all types of call forwarding that Verizon Florida, Inc. offers to Information Service Providers (ISPs).

RESPONSE:

Subject to and without waiving its objections to this Request filed previously, Verizon Florida responds that it does not classify call forwarding purchasers in its General Services Tariff as ISPs. Section A13.33 of the tariff defines customers as "any ESP, individual, partnership, association, joint-stock company, trust

corporation, or governmental entity or any other entity which subscribes to the services offered under this section of the tariff." Section A13.33 also defines Clients as "any individual, partnership, association, joint-stock company, trust corporation, or governmental entity or any other entity which subscribes to the services offered by the Customer utilizing those services provided under this section of the tariff."

All Customers, including ISPs, CMRS, etc., may purchase the call forwarding services available in Section A13.33 of the tariff. The Customer Bill Option in Section A13.33 enables the Customer on behalf of its Clients to order and pay for the provisioning and monthly charges for the services necessary to establish call forwarding or call forwarding information services.

Call forwarding services are available from Verizon Florida's General Services Tariff in Section A13 and must be ordered with dial tone lines. Call forwarding services are also available on a stand-alone basis (i.e., without selling and provisioning a dial tone line to the Customer) in Section A13.33, provided the line is in service with a Customer's Client.

Verizon's call forwarding services are described in the following tariff sections:

VERIZON FLORIDA INC.
GENERAL SERVICES TARIFF
A13. MISCELLANEOUS SERVICE ARRANGEMENTS

46. Does Verizon offer vertical services to ISPs at retail rates and/or special ISP rates? If so, please list the rates.

RESPONSE:

Subject to and without waiving its objections to this Request filed previously, Verizon Florida directs Sprint to the tariffs referred to in response to Request No. 45. Responding further, there are no special ISP rates.

47. Please explain the ordering and billing procedures associated with call forwarding sold to ISPs.

RESPONSE:

Subject to and without waiving its objections to this Request filed previously, Verizon does not categorize its customers by industry conventions (see response to Request No. 45). The following process occurs when any customer orders Call Forwarding features from these sections of the Verizon Florida tariffs.

Verizon responds that customers who purchase call forwarding out of Section A13 of the Florida General Services Tariff have an ordering and billing option that allows a customer, on behalf of that customer's end-user, to order and pay for the call forwarding feature. Orders are placed via an Excel spreadsheet sent via e-mail to the National Access Customer Center in San Angelo, Texas.

Responding further, Customers who order from Section A13 of the Florida General Services Tariff would use the following process. Customers traditionally contact the Customer Sales and Service Center (CSSC) by dialing the 1-800 number listed in the front of the local Verizon White Pages directory. The customer provides the CSSC associate with their name and telephone number, the associate navigates the Order Entry system to access the customer's account, then selects and adds the call forwarding feature to an order specific to the calling customer. The Order Entry system passes the "pending" order to the Automated Provisioning system which initiates a recent change session and applies the feature to the customer's line data base record in the Central Office switch serving that specific customer. Upon successful recent change, the Automated Provisioning system passes the provisioned order as "complete" to the billing system, which applies the feature and the associated rate to the customer's bill data file. At "bill now", the billing system accumulates all charges stored in the customer's bill data file, formats the information for printing and prints the bill, which is sent to the customer via US Mail.

Alternately, the customer may request the service through the Phone Mart retail store. The Phone Mart associate enters the customer request for service into a "point of sale" terminal. The terminal is polled by an automated system which creates an order and presents it to the Order Entry system. The balance of the process described above is then executed.

48. Does Verizon utilize call forwarding in connection with providing voicemail to its local exchange customers?

RESPONSE:

Subject to and without waiving its objections to this Request filed previously, the answer is "yes," Verizon Florida does utilize call forwarding in connection with providing voicemail to its local exchange customers.

49. If Verizon utilizes call forwarding in connection with providing voicemail to its local exchange customers, is that call forwarding identified as a separate charge on the customer's bill or is it included in a bundled price for voicemail?

RESPONSE:

Subject to and without waiving its objections to this Request filed previously, the rate for voicemail includes call forwarding.

50. If Verizon utilizes call forwarding in connection with providing voicemail to its local exchange customers, does Verizon divide the bills by regulated and unregulated charges?

RESPONSE:

Subject to and without waiving its objections to this Request filed previously, the answer is "yes," Verizon Florida divides the bills by regulated and unregulated charges. Voicemail appears under the unregulated section of the bill.

51. If Verizon utilizes call forwarding in connection with providing voicemail to its local exchange customers, please state how Verizon handles the forwarding and voicemail charges on the bill.

RESPONSE:

Subject to and without waiving its objections to this Request filed previously, call forwarding is included in the price for voicemail.

52. List and describe all vertical services that Verizon makes available to ISPs under the FCC's Open Network Architecture ("ONA") orders.

RESPONSE:

Subject to and without waiving its objections to this Request filed previously, Verizon Florida responds that customers, including ISPs, may order any and all vertical services listed in Verizon Florida tariffs filed with the Florida Public Service Commission as follows:

**VERIZON FLORIDA INC.
GENERAL SERVICES TARIFF
SECTION A13**

53. In addition to any vertical features identified in your response to the preceding request, are there any non-ONA vertical services that Verizon offers for resale to ISPs?

RESPONSE:

Subject to and without waiving its objections to this Request filed previously, the answer to this Request is "yes." All vertical services ordered out of Section A13 of the Verizon Florida Inc. General Services Tariff are available for resale, provided the UNE switch port, with which they are associated, is also purchased.

54. Describe all call forwarding vertical services that are or may be included with the purchase of Verizon's local switching unbundled network element.

RESPONSE:

Subject to and without waiving its objections to this Request filed previously, descriptions of all vertical services, including all call forwarding vertical services that are or may be included with the purchase of Verizon Florida's local switching unbundled network element, are available in the following tariffs:

**VERIZON FLORIDA INC.
GENERAL SERVICES TARIFF
SECTION A13**

55. Identify all types of entities (e.g., Verizon end-user customers, ISPs, ESPs, CLECs, LECs, IXC's) to which Verizon sells or otherwise provides call forwarding to, either as an individual vertical service or as part of a bundled offering. Please describe the terms on which call forwarding is sold or provided.

RESPONSE:

Subject to and without waiving its objections to this Request filed previously, see response to Request No. 45, Verizon Florida does not identify its customers by industry classification. Verizon Florida is aware that end-users and other entities, which Verizon does not track by industry classification, also purchase from its tariffs.

56. Does Verizon offer call forwarding to ESPs under their Open Network Architecture and Comparably Efficient Interconnection plans? If so, please identify that part of the Verizon tariff under which ESPs may purchase call forwarding pursuant to those plans. Are ESPs required to purchase call forwarding in conjunction with basic dial tone service, or may they purchase it from Verizon on a stand-alone basis under the ONA/CEI plans?

RESPONSE:

Subject to and without waiving its objections to this Request filed previously, the answer is "yes," Verizon Florida offers call forwarding under its ONA plans. ESPs order call forwarding under the terms and conditions listed in the state specific ESP Tariff, Verizon Florida Inc. - General Services Tariff - Section A13. ESPs may purchase call forwarding on a stand-alone basis.

57. Does Verizon follow the industry Local Service Ordering Guidelines (LSOG) for purchases for resale and for purchase of UNEs? Please describe Verizon's LSOG ordering process and the current LSOG version that Verizon uses for resale and UNE purchases.

RESPONSE:

Subject to and without waiving its objections to this Request filed previously, Verizon Florida does follow the LSOG guidelines for purchases of resale and UNEs as locally modified to accommodate product and system differences. CLECs submit completed Local Service Requests (LSR) to Verizon Florida via a Web GUI (WISE) or through EDI. The LSRs are edited for accuracy and completeness and then requested services are provisioned. Verizon Florida currently supports these LSOG versions – LSOG 2, LSOG 4 and LSOG 5. LSOG 2 will be supported until mid-February 2002. Information on the Verizon ordering process is available and can be found on the Verizon Customer Support Web site at http://128.11.40.241/clec_guide/master.htm

58. If Verizon were required to offer Sprint call forwarding at retail rates, what development costs would Verizon incur if it were also required to fully automate its mechanism and procedures used in connection with ordering ONA call forwarding by ISPs, and to render one bill to Sprint on behalf of all end-users for whom call forwarding is provisioned?

RESPONSE:

Subject to and without waiving its objections to this Request filed previously, Verizon Florida offers call forwarding services as stated in response to Request No. 45. Sprint may purchase call forwarding services at the rates included in these tariffs. Verizon Florida's order entry process is automated and it renders one bill. If there are further automation requirements beyond its existing arrangements, Verizon Florida will develop cost estimates at the time it determines what additional development is required.

59. Does Verizon admit that it is technically feasible to provide call forwarding to ISPs, where the end-user is both a subscriber to Verizon local exchange service and a subscriber to the ISPs service, and where the basic dial tone is provided by Verizon? Please explain your answer.

RESPONSE:

Subject to and without waiving its objections to this Request filed previously, as described in response to Request No. 45, Verizon Florida does not distinguish between its customers based on industry classifications. Notwithstanding that fact, Verizon Florida responds that it is technically feasible to provide call forwarding to ISPs when the end-user is both a subscriber to Verizon Florida's local exchange service and a subscriber to an ISP. Since the end-user subscribes to Verizon Florida's local exchange service, Verizon Florida provides the basic dial tone line and the call forwarding feature.

60. Does Verizon admit that it is technically feasible to provide call forwarding to CMRS providers, where the end-user is both a subscriber to Verizon local exchange service and a subscriber to the CMRS provider's service, and where the basic dial tone is provided by Verizon? Please explain your answer.

RESPONSE:

Subject to and without waiving its objections to this Request filed previously, as described in response to Request No. 45, Verizon Florida does not distinguish

between its customers based on industry classifications. Notwithstanding that fact, Verizon Florida responds that it is technically feasible to provide call forwarding to a CMRS provider where the end-user is both a subscriber to Verizon Florida's local exchange service and a subscriber to a CMRS provider. Since the end-user subscribes to Verizon Florida's local exchange service, Verizon Florida provides the basic dial tone line and the call forwarding feature.

61. Please state whether Verizon sells, transfers, or provisions Vertical Features (e.g., call forwarding, call forwarding busy/don't answer) to any individual or entity without also selling, transferring, or provisioning local dial tone to that same individual or entity for the same line for which the Vertical Feature is sold, transferred, or provisioned.

RESPONSE:

Subject to and without waiving its objections to this Request filed previously, see Verizon Florida's response to Request No. 45.

62. If the answer to Interrogatory No. 64 [sic] is affirmative, please state which Vertical Features have been sold, transferred, or provisioned and, for each Vertical Features, please describe the type of purchaser, transferee, or recipient (e.g., residential end-user, business end-user, carrier, ISP).

RESPONSE:

Subject to and without waiving its objections to this Request filed previously, the Vertical Features sold include Message Waiting Indication Audible, Forwarded Call Information Intraoffice, Data Link, Queuing, User Transfer, Message Waiting Indication – Audible Ring Burst, Enhanced Call Transfer, Message Waiting Indication – Visual, Call Forwarding Busy Line Fixed, Call Forwarding No Answer Fixed, Call Forwarding Busy Line No Answer Fixed and Customer Controllable Ringing.

The Vertical Features listed above are provided on the basic dial tone line of the Customer's residential or business Client.

63. Does Verizon currently offer or plan to offer a Unified Communications Service in Florida similar to the offering Verizon has made for New York found at www.Verizon-ucs.com? If the answer is in the affirmative, has a date been set to roll this service out in Florida? If Verizon does not plan to offer this service in Florida, please explain why not?

RESPONSE:

Verizon does not currently have a Unified Communications Service offering in Florida. The New York UC Service introduction was in direct response to the needs of customers impacted by the events of September 11. The service was introduced as an alternative means of providing immediate relief for customers who lost telecommunications services or were displaced from their homes or offices.

The Messaging Solutions Group is currently re-evaluating Verizon's strategy and will be introducing the service in selected areas in 1Q02. There are currently no confirmed dates for a Florida launch.

**ARBITRATION ISSUES NOS. 6 AND 7
COMMINGLING AND UNE MULTIPLEXING**

64. With respect to Diagram 1 attached, confirm the network configuration utilized for the routing of toll calls between Verizon local customers and Sprint's POP assuming the Verizon local customer is presubscribed to Sprint long distance is as set forth in the diagram. Describe any discrepancies or differences.

RESPONSE:

Subject to and without waiving its objections to this Request filed previously, Verizon Florida responds that there is a Serving Wire Center ("SWC") between (1) the Sprint POP and the Verizon Access Tandem, and (2) the Sprint POP and the Verizon End Office. Verizon Florida further responds that, with the addition of such SWCs, Diagram 1 is a generally accurate depiction of how calls are routed between Verizon Florida's local customers presubscribed to Sprint long distance and Sprint's long distance network. For switched access direct trunk transport purchased by Sprint, either from the end office or from the tandem, Sprint is already in possession of information as to the extent and what kind of multiplexing it purchases from Verizon pursuant to interstate or intrastate switched access tariffs.

65. With respect to Diagram 2 attached, confirm the network configuration utilized for routing local calls between Verizon local customers and Sprint local customers is as set forth in the diagram. Describe any discrepancies or differences.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Sprint Communications) Company Limited Partnership for) arbitration with Verizon Florida Inc.) pursuant to Section 251/252 of the) Telecommunications Act of 1996) <hr style="width: 40%; margin-left: 0;"/>	Docket No. 010795-TP
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**VERIZON FLORIDA INC.'S OBJECTIONS AND RESPONSES TO
SPRINT COMMUNICATIONS COMPANY LIMITED PARTNERSHIP'S
THIRD SET OF INTERROGATORIES**

<u>Interrogatory</u>	<u>Prepared By:</u>	<u>Title</u>
70	Joseph Kristof	Mgr.-Prod Mgmt/Prod Dev.
71	Joseph Kristof	Mgr.-Prod Mgmt/Prod Dev.
72	Objection	
73	Objection	
74(a)	Joseph Kristof	Mgr.-Prod Mgmt/Prod Dev.
74(b)	Joseph Kristof	Mgr.-Prod Mgmt/Prod Dev.
74(c)	Rod Aldridge	Mgr.-Prod Mgmt/Prod Dev.

INTERROGATORIES

70. Does Verizon sell or otherwise provide speed dialing or other comparable service to its end users in the state of Florida? If so, please identify the types of such features and the terms under which they are provided. Please explain how this service will or is likely to work. Is it central office based? If not, how is the network provisioned to transport calls and dialing requests?

RESPONSE:

Subject to and without waiving its previously filed objection, Verizon Florida, Inc. ("Verizon Florida") responds "yes." Verizon Florida offers two varieties of speed dialing. Please refer to Verizon Florida's tariff, as referenced below, for the types of speed dialing offered and the terms under which they are offered. Responding further, the subscriber is provided with the capability to store either 8 or 30 dialable telephone numbers in a "list", and to cause any of the stored numbers to be automatically dialed by dialing an abbreviated code, which corresponds to the desired stored telephone number. Verizon Florida's speed dialing offers are central office based.

Tariff Reference: Verizon Florida Inc.
General Services Tariff
A13. Miscellaneous Service Arrangements
11th Revised Page 10.1
@ A13.14.2

71. Does Verizon currently offer, or is it considering offering, any type of voice activated dialing service to its end users in the state of Florida? If so, please explain how this service works or is likely to work. Is it central office based? If not, how is the network provisioned to transport calls and dialing requests?

RESPONSE:

Subject to and without waiving its previously filed objection, Verizon Florida responds "no." Verizon Florida does not offer and has no plans to offer any type of voice activated dialing service to its end users in Florida.

72. Does Verizon or any of its affiliates currently offer, or is it considering offering, any type of voice activated dialing service to end users in any other state? See rebuttal testimony of Michael Hunsucker and attached Maryland tariff for "Voice Dial". If so, please explain how this service will or is likely to work. Is it central office based? If not, how is the network provisioned to transport calls and dialing requests?

RESPONSE:

See previously filed objection.

73. In regard to Interrogatory No. 72 and the Maryland tariff, how does Verizon determine the jurisdiction (i.e., local, interstate-interLATA, interstate-intraLATA, intrastate-interLATA, intrastate-intraLATA) of the call completed via the tariffed service?
- (a) Based on the appropriate jurisdiction of the voice dialed call, does Verizon charge the end user any additional charge for the completion of 1) a local call, 2) an interstate-interLATA toll call, 3) an interstate-intraLATA toll call, 4) an intrastate-interLATA toll call, or 5) an intrastate-intraLATA toll call?
 - (b) Based on the appropriate jurisdiction of the voice dialed call, does Verizon receive any compensation from any source other than the end user for the

73. In regard to Interrogatory No. 72 and the Maryland tariff, how does Verizon determine the jurisdiction (i.e., local, interstate-interLATA, interstate-intraLATA, intrastate-interLATA, intrastate-intraLATA) of the call completed via the tariffed service?
- (a) Based on the appropriate jurisdiction of the voice dialed call, does Verizon charge the end user any additional charge for the completion of 1) a local call, 2) an interstate-interLATA toll call, 3) an interstate-intraLATA toll call, 4) an intrastate-interLATA toll call, or 5) an intrastate-intraLATA toll call?
 - (b) Based on the appropriate jurisdiction of the voice dialed call, does Verizon receive any compensation from any source other than the end user for the completion of 1) a local call, 2) an interstate-interLATA toll call, 3) an interstate-intraLATA toll call, 4) an intrastate-interLATA toll call, or 5) an intrastate-intraLATA toll call?

RESPONSE:

See previously filed objection.

74. (a) In regard to Interrogatory No. 70 and the use of speed dialing, how does Verizon determine the jurisdiction (i.e., local, interstate-interLATA, interstate-intraLATA, intrastate-interLATA, intrastate-intraLATA) of the call completed via the tariffed service?
- (b) Based on the appropriate jurisdiction of the speed dialed call, does Verizon charge the end user any additional charge for the completion of 1) a local call, 2) an interstate-interLATA toll call, 3) an interstate-intraLATA toll call, 4) an intrastate-interLATA toll call, or 5) an intrastate-intraLATA toll call?
 - (c) Based on the appropriate jurisdiction of the speed dialed call, does Verizon receive any compensation from any source other than the end user for the completion of 1) a local call, 2) an interstate-interLATA toll call, 3) an interstate-intraLATA toll call, 4) an intrastate-interLATA toll call, or 5) an intrastate-intraLATA toll call?

RESPONSE:

Subject to and without waiving its previously filed objection, Verizon Florida responds as follows:

- (a) When a call is placed that involves measured rating of any kind, an Automatic Message Accounting (AMA) Record is created that captures, among other information, the Calling Party NPA/NNX and the Called Party NPA/NXX. These data elements are tabled in the billing system with Common Language Location Identifier CLLI codes, as well as Vertical & Horizontal (V&H) coordinates data. This data generally provides the basis on which Verizon Florida determines the proper billing party, billed party, and applicable rate in accordance with state and federal law regardless of whether the call is speed-dialed or directly dialed.
- (b) Verizon Florida assesses a charge to an end-user for use of the speed dialing feature regardless of the call's origin or destination and in accordance with Verizon Florida's General Services Tariff. See response to No. 70. Otherwise, Verizon Florida bills an end-user no differently based on whether the call is speed-dialed or directly dialed.
- (c) Verizon Florida's compensation from sources other than end-users is not dependent on whether the call is speed-dialed or directly dialed. In either case, Verizon Florida receives compensation from sources other than the end-user for calls that are interstate-interLATA toll calls, interstate-intraLATA toll calls, and intrastate-interLATA toll calls. Also, in either case, Verizon Florida receives compensation from sources other than the end-user when the end-user accesses the services of another carrier over lines and other equipment provided by Verizon Florida to the end-user.

EXHIBIT NO. _____

DOCKET NO: 010795-TP

WITNESS: Stip - 2

PARTY: Sprint Communications Company Limited Partnership

DESCRIPTION:

1. Sprint's responses to Verizon's First set of Interrogatories, nos. 1-26, 34, 38-39. (pp. 1-28a)
2. Sprint's responses to Verizon's Second set of Interrogatories, nos. 49-52. (pp. 29-30)
3. Sprint's supplemental responses to Verizon's First set of Interrogatories, nos. 5 & 19. (pp. 31-32)

PROFFERING PARTY: STAFF

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 010795-TP EXHIBIT NO. 11
COMPANY/
WITNESS: FPSC Staff
DATE: 1-17-02

I.D. # Stip-2

INTERROGATORY NO. 1. Please list the jurisdictions of traffic that Sprint proposes to be routed over the same trunk group and the direction(s) in which it proposes that such traffic be routed.

Response

As stated in Sprint's Petition for Arbitration, Sprint proposes to combine interstate, intrastate, interLATA and intraLATA, and local traffic on the same network trunk groups. The traffic over these trunk groups would be in both originating and terminating directions.

Prepared by: Mike Hunsucker – Director-Regulatory Policy

INTERROGATORY NO. 2. Please provide what Automated Message Accounting (AMA) record type(s) (e.g., AMA record type 119, 720, etc.) Sprint will record for traffic terminating to Sprint on the multi-jurisdictional trunk group.

- (a) How will Sprint determine whether a Verizon end user originates such traffic?
- (b) How will Sprint determine whether such traffic originated from a third party end user, when such third party is interconnected at the same Verizon tandem to which Sprint is interconnected?

Response:

Sprint will not be recording in an AMA format for calls terminating to Sprint on multi-jurisdictional trunk groups.

- a) Sprint will utilize the originating phone number to determine which LEC originated a Voice Activated Dialing (VAD) call. This is the same methodology that is currently used by Sprint to determine which LEC originates any 00- call.
- b) Again, Sprint will utilize the originating phone number to determine which LEC originated a VAD call.

Prepared by: Mike Hunsucker – Director – Regulatory Policy

INTERROGATORY NO. 3. When a Verizon end user makes a intraLATA toll call to a Sprint end user utilizing Verizon Florida as the intraLATA toll provider, what information will Sprint utilize on the AMA record identified in Sprint' response to Interrogatory No. 2 to enable Sprint to determine that Verizon Florida was the intraLATA toll provider for the call?

Response:

This question does not have anything to do with multijurisdictional trunks or the Sprint use of 00-, since the service is limited to Sprint's presubscribed intraLATA and interLATA long distance customers.

Prepared by: Mike Hunsucker – Director – Regulatory Policy

INTERROGATORY NO. 4. When a Verizon end user makes a intraLATA toll call to a Sprint end user, utilizing AT&T as the intraLATA toll provider, what information will Sprint utilize on the AMA record identified in Sprint's response to Interrogatory No. 2 to enable Sprint to determine that AT&T was the intraLATA toll provider for the call?

Response:

Sprint will utilize AT&T's IXC CIC code on the AMA access record to determine that AT& T was the intraLATA toll provider for the call.

Prepared by: Mike Hunsucker – Director – Regulatory Policy

INTERROGATORY NO. 5. When an Interexchange Carrier (IXC) sends a toll call to a LEC access tandem switch for termination to an end user served by an end office subtending the LEC access tandem, is the IXC's carrier identification code (CIC) signaled (i) from the IXC to the LEC access tandem, and/or (ii) from the LEC access tandem to the end office serving the end user to whom the call is terminating?

Response:

The CIC code that is passed for termination is the CIC code that is assigned from the originating side of the call at the originating end office. This CIC code follows the call all the way through call termination. Thus, the CIC code is signaled from the IXC to the LEC access tandem.

Prepared by: Mike Hunsucker – Directory – Regulatory Policy

INTERROGATORY NO. 6. Identify each state in which Sprint Communications Company Limited Partnership has entered into an interconnection agreement under Section 251 of the Telecommunications Act of 1996 with any Sprint ILEC affiliate. For each state, please state the names of the parties to the interconnection agreement(s) and the date(s) the agreement(s) became effective between the parties.

Response:

Subject to and without waiving its filed objections to this request, Sprint responds that it has already provided to Verizon three Sprint Communications Company Limited Partnership/Sprint ILEC agreements, two for Texas and one for Florida.

Prepared by: Mike Hunsucker – Director – Regulatory Policy

INTERROGATORY NO. 7. Please identify the interconnection agreements listed in response to Interrogatory No. 6 that contain provisions relating to multi-jurisdictional trunk groups.

Response:

Subject to and without waiving its filed objections, Sprint answers that there are no interconnection agreements between Sprint Communications Company Limited Partnership and any Sprint ILEC affiliate specifically addressing multi-jurisdictional trunks or 00- service as set forth in the Petition for Arbitration. Sprint is aware that Verizon has interpreted certain outstanding Sprint Communications Company Limited Partnership/Sprint ILEC agreements differently than Sprint. Sprint states that it disagrees with Verizon's interpretation, nevertheless, without waiving any objection, position or argument, Sprint responds that it has already provided to Verizon three Sprint Communications Company Limited Partnership/Sprint ILEC agreements, two for Texas and one for Florida.

Prepared by: Mike Hunsucker – Director – Regulatory Policy

INTERROGATORY NO. 8. Please identify any interconnection agreement between Sprint and any other party in which Sprint is permitted to route multiple jurisdictions of traffic over the same trunk group and identify the applicable sections.

Response:

Subject to and without waiving its filed objections, Sprint responds that it is aware that Verizon has interpreted certain outstanding Sprint Communications Company Limited Partnership agreements differently than Sprint. Sprint states that it disagrees with Verizon's interpretation, nevertheless, without waiving any objection, position or argument Sprint responds that it has already provided to Verizon interconnection agreements with Pacific Bell, Qwest and Bell South.

Prepared by: Mike Hunsucker – Director – Regulatory Policy

INTERROGATORY NO. 9. With respect to Sprint's proposed multi-jurisdictional trunks, would Sprint in its capacity as an IXC deliver to Verizon terminating switched access traffic over the same trunks that Sprint in its capacity as a CLEC would utilize to deliver local traffic originated by Sprint end users destined for Verizon end users?

Response:

Subject to and without waiving its filed objections, Sprint responds; yes, Sprint would deliver both switched access traffic and local traffic over the same trunks.

Prepared by: Mike Hunsucker – Director – Regulatory Policy

INTERROGATORY NO. 10. Please explain how calls to Sprint's long-distance operator service platform from a Verizon end user have historically been routed (*i.e.* over what types of facilities), and describe the intercarrier charges that have historically been applicable to such calls. In addition, please describe any dialing sequence necessary for a Verizon end user to access Sprint's long-distance operator service platform.

Response:

Calls to Sprint's long-distance operator service platform from a Verizon end user have historically been routed over Sprint's access trunks. This is because, historically, the vast majority of these calls have been long-distance calls. Intercarrier charges have been access. The dialing sequence necessary for a Verizon end user to access Sprint's long-distance operator service platform is 00- or 1010XXX0- or 1-NPA-555-1212.

Prepared by: Mike Hunsucker – Directory – Regulatory Policy

INTERROGATORY NO. 11. Please explain how calls from Verizon end users (1) dialing 1010333+0 or (2) presubscribed to Sprint long distance and dialing 00- are routed differently from the calls described in Request No. 10.

Response:

Subject to and without waiving its filed objections, Sprint responds that it does not understand the nature of the information Verizon is requesting. The traffic described in this question relates to traffic originating from Verizon whereas the traffic in the previous question relates to traffic terminating to Verizon. Obviously the traffic is routed differently.

Prepared by: Mike Hunsucker – Director – Regulatory Policy

INTERROGATORY NO. 12. Identify any call in the past year that was originated from a Verizon end user and routed to Sprint's operator service platform but for which Sprint paid no access charges.

Response:

Sprint is unaware of any calls in the past year that was originated from a Verizon end user and routed to Sprint's operator service platform but for which Sprint paid no access charges.

Prepared by: Mike Hunsucker – Directory – Regulatory Policy

INTERROGATORY NO. 13. Identify any call in the past year that was originated from a Verizon end user, routed to Sprint's operator service platform and then to another destination but for which Sprint paid no access charges.

Response:

Sprint is unaware of any call in the past year that was originated from a Verizon end user, routed to Sprint's operator service platform and then to another destination but for which Sprint paid no access charges.

Prepared by: Mike Hunsucker – Director – Regulatory Policy

INTERROGATORY NO. 14. Does Sprint admit that it has historically paid access charges for calls from Verizon end users (1) dialing 1010333+0 or (2) presubscribed to Sprint long distance and dialing 00-?

Response:

Yes, because the vast majority of the calls were long distance in nature.

Prepared by: Mike Hunsucker – Directory – Regulatory Policy

INTERROGATORY NO. 15. Please explain the amount and basis of the compensation owed, and identify the payor and payee, under Sprint's proposed Local Traffic Definition for each of the following types of calls: calls using Sprint's voice activated dialing service, 00- calls and calls instituted by dialing a code such as 1010XXXX.

Response:

Sprint has stated that it will pay transport on the originating side of the call to get the traffic from the Verizon originating wire center to the Sprint network and will pay the appropriate network elements on the terminating side of the call – this could include tandem switching, transport and end office switching. All of these charges would be at TELRIC-based rates. Voice-activated dialing will be activated by the end-user dialing 00-. If the voice-activated dialing service is used for a toll call, then the amount of compensation owed would be based on access rates.

Prepared by: Mike Hunsucker – Director – Regulatory Policy

INTERROGATORY NO. 16. Identify the circumstances in which the originating or terminating carrier is not the owner of the facilities over whose network the traffic originates or terminates.

Response:

Subject to and without waiving its filed objections, Sprint responds that it does not understand this question, but reiterates that a local call can be originated and terminated by the same local carrier, but use another carrier's network for certain functionality used in the transport of the call.

Prepared by: Mike Hunsucker – Director – Regulatory Policy

INTERROGATORY NO. 17. Identify any cost study, analysis, etc. that provides the basis for Sprint's claim that Verizon has already been compensated for calls using Sprint's voice activated dialing service, 00- calls or calls instituted by dialing a code such as 1010XXXX.

Response:

Sprint has not performed any cost study pertaining to Verizon's costs for Sprint using voice activated dialing. Verizon's end user customers have paid Verizon for the ability to place local calls, including local calls using Sprint's VAD and also to have access to operator services. Thus, Verizon is receiving compensation from its end user customers on the originating side of the call through the rates charged for basic local service.

Prepared by: Mike Hunsucker – Directory – Regulatory Policy

INTERROGATORY NO. 18. How does Sprint expect to charge for its voice activated dialing service (e.g., flat fee, per minute, etc.), and what amounts does it expect to charge?

Response:

See filed objections.

INTERROGATORY NO. 19. With respect to Sprint's voice activated dialing service, does Sprint expect to charge differently for calls that return to the same local service area in which they originated versus calls that travel to a destination outside of the local calling area from which they originated?

Response:

See filed objections.

INTERROGATORY NO. 20. What are the costs associated with providing voice activated dialing? Please identify any market or other studies regarding or relating to what consumers will pay for use of the voice activated dialing service and any cost studies or models regarding the voice activated dialing service.

Response:

See filed objections.

INTERROGATORY NO. 21. What are Sprint's estimates or forecasts regarding the volume of traffic that will be generated using the voice-activated dialing service that will terminate inside the originating caller's local calling area and that will terminate outside the originating caller's local calling area, respectively? Please identify any documents that include information responsive to this Interrogatory.

Response:

See filed objections.

INTERROGATORY NO. 22. How does Sprint propose to offer the vertical services it seeks from Verizon on a stand-alone basis at wholesale rates? Please list any and all products and services Sprint is planning to offer or may offer that require such stand-alone vertical services. Please identify any documents that include information responsive to this Interrogatory.

Response:

Subject to and without waiving its filed objections, Sprint responds, as stated in its Petition for Arbitration, that such services could include, but are not limited to internet call waiting, call forwarding from the customer's telephone service to a wireless service, "follow me" service, and competitive voicemail services.

Prepared by: Mark Felton – Manager – Local Market Development

INTERROGATORY NO. 23. At page 19 of Sprint's Petition for Arbitration, Sprint states:

Without these vertical features, Sprint cannot offer the following services to its customers: internet call waiting, call forwarding from the customer's telephone service to a wireless service, "follow me" service, and competitive voicemail services.

Please provide the justification for the conclusion that Sprint cannot offer those services, and identify all studies, analysis and other information upon which this conclusion is predicated.

Response:

The customer could purchase custom-calling services directly from Verizon, however, in doing so, Sprint's stature as a local carrier is diminished as compared to Verizon. One of the major attractions in any product, and especially one as complicated as telecommunications can be, is the ease of obtaining and using the product. Certainly, Sprint would face a significant obstacle to market a product for which the customer was required to purchase additional components for and assemble himself or herself. This is especially true if the customer would have to go to the ILEC competitor to obtain these components. This is an obstacle that Verizon does not have to face.

Prepared by: Mark Felton – Manager – Local Market Development

INTERROGATORY NO. 24. Does Sprint contend "UNE Multiplexing," as is requested by Sprint, is "necessary" or that without it Sprint would be "impaired?" If so, please explain how.

Response:

See Burt testimony page 14 line 21 and page 15 lines 1-16.

Prepared by: Jim Burt – Director – Regulatory Policy

INTERROGATORY NO. 25. Identify the types of traffic Sprint proposes to "commingle" over UNE facilities and the network components and products (switched access, UNE, etc.) that Sprint proposes to use to effect such "commingling."

Response:

Sprint intends to combine switched access traffic and unbundled network elements over the same facilities. This traffic is already combined on a common Verizon facility between the end office and Sprint's point of interface which today is at Sprint's POP. Sprint proposes this combined traffic be routed to a Sprint point of interface located in Sprint's collocation cage that is within the Verizon central office rather than routing this traffic to the Sprint POP. A portion of this traffic is switched access for which Sprint would continue to pay the appropriate switched access charges including any costs for multiplexing. As Sprint witness Burt's testimony at page 4, lines 16-23 states, Sprint proposes paying for the multiplexing based on the amount of unbundled and access traffic it supports.

Prepared by: Jim Burt – Director – Regulatory Policy

INTERROGATORY NO. 26. If Sprint is permitted to commingle traffic as it requests in its Petition, will Sprint comply with the local use restrictions stated in the Supplemental Order Clarification, *In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, 15 FCC Rcd 9587 at ¶¶ 21-22 (2000)?

Response:

Subject to and without waiving its filed objections, Sprint responds, the temporary constraint in the form of the local use restrictions apply to very specific circumstances when a loop/transport combination, an EEL, is used as a substitute for special access. Sprint will comply with the local use restriction when purchasing EELs.

Prepared by: Jim Burt – Director – Regulatory Policy

INTERROGATORY NO. 34. How many voice service access lines does Sprint currently serve in Verizon's service area in Florida? Please break down these voice services between those provided by UNEs and those provided through resale. If Sprint's records do not provide this information on an ILEC-specific basis, then please provide the response on a Florida statewide basis.

Response:

On a Florida statewide basis, Sprint serves 70 residential and 18 business voice service access lines provided by UNEs. Sprint does not serve any voice service access lines through resale.

Prepared By: Paul Reed – Manager – Market Development

INTERROGATORY NO. 38. In Florida, identify the Sprint corporate entity that is an ILEC, a CLEC and an IXC.

Response:

ILEC - Sprint-Florida, Incorporated

CLEC - Sprint Communications Company Limited Partnership

IXC - Sprint Communications Company Limited Partnership

Prepared by: Joe Cowin – Senior Attorney

INTERROGATORY NO. 39. In Florida, generally describe the network assets of each entity identified in response to Interrogatory No. 38. (lines, switches, etc.).

Response:

A. LTD Entity:

Lines	2,133,607
Exchanges	105

B. LDD Entity (not including CLEC deployment)

POP Locations	15
DMS 250 Switches	2

DMS 250's do not have lines (trunks only)

C. LDD CLEC operation:

Interconnection with 3 IXC POPs
9 Local Interconnection Collocation Cages
1 Lucent 5E Switch

Prepared by: Ed Fox – Senior Manager – Regulatory Policy

44. Does Sprint use OCn multiplexing anywhere in its network? If so, please describe where and how it is used.

Response: Per Sprint's agreement to withdraw this issue, Verizon has agreed that Sprint is not obligated to respond.

45. Is there any technical reason that Sprint cannot purchase a multiplexer and provide itself with the commingling Sprint seeks from Verizon under Issue Nos. 6(a) and 6(b)?

Response: Per Sprint's agreement to withdraw this issue, Verizon has agreed that Sprint is not obligated to respond.

46. How does Sprint the CLEC currently route local traffic on its network? Does Sprint contend that this arrangement is not technically feasible?

Response: Per Sprint's agreement to withdraw this issue, Verizon has agreed that Sprint is not obligated to respond.

47. How does Sprint the DXC currently route access traffic on its network? Does Sprint contend that this arrangement is not technically feasible?

Response: Per Sprint's agreement to withdraw this issue, Verizon has agreed that Sprint is not obligated to respond.

48. Does Sprint commingle its local traffic with its long distance traffic? If so, on what portions of its network?

Response: Per Sprint's agreement to withdraw this issue, Verizon has agreed that Sprint is not obligated to respond.

49. In response to Verizon Interrogatory No. 2, Sprint responded that it would not be recording in an AMA format calls terminating to Sprint on multi-jurisdictional trunk groups. Please explain how Sprint proposes to bill reciprocal compensation to Verizon for local traffic terminating to Sprint, per § 5 of the Interconnection Attachment to the draft Interconnection Agreement attached to Sprint's Petition for Arbitration. Do not confine your answer to calls originated with 00-; the answer should include calls originated without use of a Sprint carrier access code, e.g., seven or ten digit dialed local calls.

Response: With respect to 00- traffic terminated to Sprint on multi-jurisdictional trunk groups, Sprint does not intend to bill Verizon reciprocal compensation. For other types of traffic, Sprint will utilize the originating phone number to determine which LEC originated the call. See response to Verizon Interrogatory #2.

50. If Sprint is permitted to terminate an intrastate intraLATA toll call routed to Sprint over a multi-jurisdictional trunk group, does Sprint intend to bill the toll service provider for that

call intrastate switched access charges? If yes, please explain how Sprint intends to determine to which toll provider to bill intrastate access charges.

Response: Yes. Sprint will utilize the CIC code on the AMA access record to determine which toll service provider to bill intrastate access charges.

51. In Sprint's Petition for Arbitration, page 12, Sprint asserts that "Even though Verizon is not the originating carrier of a local dial around call, it nevertheless keeps the monthly recurring local charges from its retail customer." Please identify (i) the circumstances in which the originating or terminating carrier is not the owner of the facilities over whose network the traffic originates or terminates, and (ii) the basis for determining the originating or terminating carrier.

Response: Sprint does not understand the question. Verizon's reference to Sprint's statement is confusing. Sprint's statement merely refers to the fact that Verizon's retail revenues from its end users for the monthly recurring charges for retail telephone service are not affected by Sprint's proposed VAD service.

52. Identify the basis for Sprint's claim that 00- dialed calls are included in the cost studies utilized to establish basic local exchange rates for Verizon customers.

Response: Sprint does not recall making such a claim. Sprint is unaware of any costs studies supporting Verizon's retail rates that it charges its end users for monthly recurring charges for retail telephone service. It is Sprint's position that Verizon's retail revenues from its end users for the monthly recurring charges for retail telephone service are not affected by Sprint's proposed VAD service.

53. Relative to Sprint's response to Verizon Interrogatory No. 39, are the network assets of Sprint's LDD CLEC operation limited to collocation sites and facilities at those collocation sites? If not, please list any additional assets.

Response: Per Sprint's agreement to withdraw this issue, Verizon has agreed that Sprint is not obligated to respond.

54. At page 3 of his Direct Testimony, Sprint witness Burt states that "Sprint is attempting to deploy its MAN network in Verizon central offices in various metropolitan areas." Please list the central offices and metropolitan areas in which Sprint is attempting to deploy its MAN network in Florida?

Response: Per Sprint's agreement to withdraw this issue, Verizon has agreed that Sprint is not obligated to respond.

55. In response to Verizon Interrogatory No. 34, Sprint provided the number of business and residential voice access lines served in Florida. How many of those lines are in each of

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Sprint Communications)	Docket No.: 010795-TP
Company Limited Partnership for)	
Arbitration with Verizon Florida, Inc. f/k/a)	
GTE Florida, Incorporated, Pursuant to)	
Section 252(b) of the Telecommunications)	
Act of 1996.)	
)	

SPRINT COMMUNICATIONS COMPANY LIMITED PARTNERSHIP'S SUPPLEMENTAL RESPONSES TO VERIZON FLORIDA INC.'S FIRST SET OF INTERROGATORIES

Interrogatory	Prepared By	Title
5	Michael R. Hunsucker	Director-Regulatory Policy
18	Michael R. Hunsucker	Director-Regulatory Policy
19	Michael R. Hunsucker	Director-Regulatory Policy
20	Michael R. Hunsucker	Director-Regulatory Policy
21	Michael R. Hunsucker	Director-Regulatory Policy

INTERROGATORIES

5. When an Interexchange Carrier (IXC) sends a toll call to a LEC access tandem switch for termination to an end user served by an end office sub-tending the LEC access tandem, is the IXC's carrier identification code (CIC) signaled (i) from the IXC to the LEC access tandem, and/or (ii) from the LEC access tandem to the end office serving the end user to whom the call is terminating?

RESPONSE: (i) No.

(ii) No.

18. How does Sprint expect to charge for its voice activated dialing service (e.g., flat fee, per minute, etc.), and what amounts does it expect to charge?

RESPONSE: Subject to and without waiving it filed objections, Sprint responds that the details of the pricing plan are still under review and no final determinations have been made.

19. With respect to Sprint's voice activated dialing service, does Sprint expect to charge differently for calls that return to the same local service area in which they originated versus calls that travel to a destination outside of the local calling area from which they originated?

RESPONSE: Subject to and without waiving it filed objections, Sprint responds that Sprint will charge customers differently for local calls as compared to long distance calls. The charge for the voice activated service offering will not vary depending on the jurisdiction of the call.

20. What are the costs associated with providing voice activated dialing? Please identify any market or other studies regarding or relating to what consumers will pay for use of the voice activated dialing service and any cost studies or models regarding the voice activated dialing service.

RESPONSE: Sprint hereby supplements its prior response to this request as provided on October 25th. Through agreement of counsel, Sprint is modifying the question to read:

What compensation does Sprint propose to provide to Verizon for the use of Verizon's network in the provision of Voice Activated Dialing?

Subject to and without waiving it filed objections, Sprint refers Verizon to the Direct Testimony of Michael Hunsucker at page 17 as follows:

Sprint will compensate Verizon for transport on the originating side of the call and for all appropriate network elements (tandem switching, transport and end office switching) on the terminating side of the call at TELRIC-based rates.

These are costs that Sprint will incur which are in actuality Verizon's TELRIC rates for reciprocal compensation.

21. What are Sprint's estimates or forecasts regarding the volume of traffic that will be generated using the voice-activated dialing service that will terminate inside the originating caller's local calling area and that will terminate outside the originating caller's local calling area, respectively? Please identify any documents that include information responsive to this Interrogatory.

RESPONSE: (PROPRIETARY) Sprint hereby supplements its prior response to this request as provided on October 25th. Through agreement of counsel, Sprint is modifying the question to read:

EXHIBIT NO. _____

DOCKET NO: 010795-TP

WITNESS: Stip - 3

PARTY: Sprint Communications Company Limited Partnership

DESCRIPTION:

1. Transcripts from the January 15, 2002 deposition of witness Hunsucker.

FLORIDA PUBLIC SERVICE COMMISSION

DOCKET

NO. 010795-TP EXHIBIT NO. 12

COMPANY/

WITNESS: FPSC Staff

DATE: 1-17-02

PROFFERING PARTY: STAFF

I.D. # Stip-3

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 010795-TP

In the Matter of

PETITION BY SPRINT COMMUNICATIONS
COMPANY LIMITED PARTNERSHIP FOR
ARBITRATION WITH VERIZON FLORIDA,
INC. PURSUANT TO SECTION 251/252
OF THE TELECOMMUNICATIONS ACT OF 1996.

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TELEPHONIC
DEPOSITION OF: MICHAEL R. HUNSUCKER

TAKEN AT THE
INSTANCE OF: The Staff of the Florida
Public Service Commission

CONDUCTED FROM: Gerald L. Gunter Building
Room 390A
2540 Shumard Oak Boulevard
Tallahassee, Florida

TIME: Commenced at 1:00 p.m. (EST)
Concluded at 1:35 p.m. (EST)

DATE: Tuesday, January 15, 2002

REPORTED BY: JANE FAUROT, RPR
Chief, Office of Hearing Report
FPSC Division of Commission Clerk and
Administrative Services
(850) 413-6732

1 APPEARANCES:

2 SUSAN S. MASTERTON, 1313 Blair Stone Road,
3 Tallahassee, Florida 32301, and JOSEPH P. COWIN,
4 7301 College Boulevard, Overland Park, Kansas 66210,
5 appearing on behalf of Sprint Communications Company
6 Limited Partnership, participating telephonically.

7 KELLY L. FAGLIONI, Hunton & Williams, 951
8 East Byrd Street, Richmond, Virginia 23219 on behalf
9 of Verizon Florida, Inc., appearing telephonically.

10 FELICIA BANKS and ADAM TEITZMAN, Florida
11 Public Service Commission, Division of Legal
12 Services, 2540 Shumard Oak Boulevard, Tallahassee,
13 Florida 32399-0870, appearing on behalf of the
14 Commission Staff.

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I N D E X

WITNESS

NAME	PAGE NO.
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MICHAEL R. HUNSUCKER	
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Direct Examination by Ms. Banks	5
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MISCELLANEOUS

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S T I P U L A T I O N

IT IS STIPULATED that this deposition was taken pursuant to notice in accordance with the applicable Florida Rules of Civil Procedure; That the requirement that a notary be present with the witness to administer the oath is not waived; that counsel present stipulate that the witness is the person he identified himself as; that objections, except as to the form of the question, are reserved until hearing in this cause; and that reading and signing was not waived.

IT IS ALSO STIPULATED that any off-the-record conversations are with the consent of the deponent.

1 MICHAEL R. HUNSUCKER

2 called as witness telephonically, and sworn to tell the truth
3 by the notary present, was examined and testified as follows:

4 DIRECT EXAMINATION

5 BY MS. BANKS:

6 MS. BANKS: Mr. Hunsucker, can you all hear us okay?

7 MR. HUNSUCKER: Yes, I can hear.

8 MR. COWIN: Susan Skahan is here to swear him in.

9 She is a notary in the State of Kansas. I did have one
10 question before we start, though.

11 MS. BANKS: Yes, sir.

12 MR. COWIN: We have prefiled in this docket Mike's
13 testimony, both his direct and rebuttal. We were not intending
14 to make that a deposition exhibit, but I am assuming that
15 everybody is going to be referring to it in some fashion.

16 MS. BANKS: Okay. So you are saying you had not
17 intended to include his testimony?

18 MS. MASTERTON: Joe, I think it is in the record
19 already from the prefiled, so it doesn't have to be an exhibit.

20 MS. BANKS: Right.

21 MR. COWIN: Thank you.

22 MS. BANKS: Okay.

23 (Witness sworn.)

24 MR. COWIN: Okay. He is sworn. And Susan has the
25 forms and she will fax them down to you.

1 MS. BANKS: Okay. Thank you. If we could go ahead
2 and, I guess, take appearances. And we will start with the
3 parties on the phone.

4 MR. COWIN: My name is Joseph Cowin. I am an
5 attorney for Sprint. In the room with me is the witness,
6 Michael Hunsucker, Linda Bennett, who is an associate up here
7 is also in the room, as well as Ken Schiffman. I am the only
8 one who will be -- Mike and I are the only ones that will be
9 participating, plus Susan, of course, down there.

10 MS. BANKS: Okay. All right. And we will begin with
11 the parties in the room.

12 MR. MUNSELL: William Munsell for Verizon.

13 MS. FAGLIONI: Kelly Faglioni, an attorney for Hunton
14 & Williams here for Verizon.

15 MS. MASTERTON: Susan Masterton with Sprint.

16 MS. BANKS: Felicia Banks here on behalf of the
17 Commission. I have with me Cayce Hinton and Adam Tietzman.
18 And Lennie Fulwood should be appearing, also.

19 Before we begin with the questions, I would just want
20 to go ahead and ask the parties if they wanted to agree to the
21 usual stipulations.

22 MS. MASTERTON: I was going to ask you to go ahead
23 and say what those are, since there are some people here who
24 may not know.

25 MS. BANKS: Okay. We will go ahead and say what

1 those are. The first is that the deposition that is taken will
2 be pursuant to the applicable Florida Rules of Civil Procedure;
3 and that the counsel present stipulate that the witness is the
4 person he identified himself as; and that any objections except
5 to the form of the question are reserved until the hearing;
6 that the reading and the signing of the transcript of the
7 deposition is not waived; and that any off-the-record
8 conversations are with the consent of the deponent.

9 Can we all agree to those stipulations?

10 MS. MASTERTON: Sprint agrees to that.

11 MS. FAGLIONI: Verizon agrees.

12 MS. BANKS: Okay.

13 DIRECT EXAMINATION

14 BY MS. BANKS:

15 Q Good afternoon, Mr. Hunsucker.

16 A Good afternoon.

17 Q I am Felicia Banks. I am an attorney with the
18 Florida Public Service Commission, and I am going to be taking
19 your deposition on behalf of the Commission. And this
20 deposition is being taken in Docket 010795-TP, which is a
21 petition by Sprint Communications Company Limited Partnership
22 for arbitration with Verizon Florida, Inc. pursuant to Sections
23 251 and 252 of the Telecommunications Act of 1996.

24 Before we begin, I just want to let you know that if
25 you need me to restate a question or do not understand a

1 question, if you would just let me know and I will either
2 restate the question or try to rephrase it. I will also ask
3 that when you answer if you would just begin your answer with a
4 yes or no first, and then go into your explanation.

5 A Okay.

6 Q Could you please state your full name and address for
7 the record.

8 A My name is Michael R. Hunsucker. My business address
9 is 6360 Sprint Parkway, Overland Park, Kansas 66251.

10 Q And by whom are you employed?

11 A Sprint Communications.

12 Q Okay. What is your position?

13 A I am Director of Regulatory Policy.

14 Q Okay. And what are your duties in this position?

15 A Duties are the coordination of the development of
16 regulatory policy for Sprint, including the advocacy of that
17 policy before regulatory commissions.

18 Q Okay. Could you please provide a brief synopsis of
19 your educational background?

20 A I have a Bachelor's Degree in economics and business
21 administration from King College in Bristol, Tennessee, and I
22 received that in 1979.

23 Q Okay. Have you previously filed testimony before the
24 Florida Public Service Commission?

25 A Yes, I have.

1 Q Okay. And did you file testimony in this docket,
2 Docket Number 010795-TP?

3 A Yes.

4 Q And did you file direct and rebuttal?

5 A Yes, we filed both.

6 Q Okay. Do you have copies of your testimony that you
7 filed with you?

8 A I sure do.

9 Q Okay. The first question that I want to ask you,
10 Mr. Hunsucker, is relating to Issue 1A?

11 A Okay.

12 Q Issue 1A in this proceeding addresses how local
13 traffic should be defined for purposes of reciprocal
14 compensation. You have filed testimony regarding this issue,
15 correct?

16 A Yes, that is correct.

17 Q Okay. And how does Sprint's proposed definition for
18 local traffic differ from Verizon's proposed definition?

19 A Well, I think the main difference, our definition of
20 local traffic, we look at the end points of the two calls,
21 where it originates and where it terminates. And if the call
22 originates and terminates in the same local calling area, then
23 we define that as a local call. Verizon then takes it one step
24 further and says, well, they don't seem to be quite as worried
25 about the definition of local as they are the definition of

1 reciprocal compensation. And based on their definition, a call
2 could originate and terminate in the same local calling area
3 and not be subject to reciprocal compensation. They would have
4 that classified as an access call.

5 Q Okay. Would you agree that Issue 1A is directly
6 related to Issue 2B, which asks whether reciprocal compensation
7 should apply to 00 calls?

8 A I think that they are somewhat related. Again, our
9 Issue 1A is more focused on whether the call is local, and
10 Issue 2B gets to more what is the compensation on that call
11 than if it is determined to be local. They are related in that
12 sense, but one is a definition of local and the other one then
13 once it is defined as local, how do we compensate each other.

14 Q Okay. The scenario that is addressed in Issue 2B is
15 the situation in which a Verizon customer calls another Verizon
16 customer which is located in the same calling area by using
17 Sprint's 00 voice activated dialing, or VAD product. Is that
18 the scenario as you understand it for Issue 2B?

19 A Are you referring to specifically something in my
20 testimony?

21 Q This is Issue 2B. It's the list of issues that were
22 identified for this proceeding.

23 A Yes, just one second. I'm just looking at the issue
24 to make sure I had it right in my head. Yes, Issue 2B is if a
25 Verizon customer originates a local calling using Sprint's

1 voice-activated dialing platform, then what is the appropriate
2 compensation for that call.

3 Q Okay. For a call that originates and terminates in
4 Verizon's network?

5 A In the same local calling area.

6 Q Okay. Could you describe how VAD works?

7 A Yes. Voice-activated dialing works -- a customer who
8 would subscribe to our VAD platform would basically pick up his
9 receiver like he was going to make any normal call. He would
10 dial 00, that call would then be routed up to the Sprint
11 network, and the Sprint network would then look at that
12 particular customer, or identify that originating number to
13 determine if the customer is a VAD customer or not. If they
14 are a VAD customer, then it would send -- the call would
15 continue to the VAD platform.

16 At that point, the customer would then be instructed,
17 it would say ready, and then the customer can say call my
18 neighbor next door, or they can say call my mom across the
19 country, and they can originate either a local call or a toll
20 call in that process. But it is a process that looks at the
21 originating customer to determine if they are a VAD customer or
22 not and then have call completion attached to it to actually
23 complete that call by simply hearing verbal instructions on who
24 to call.

25 Q VAD is not available in Florida yet, is it?

1 A No, it is not available in Florida yet.

2 Q Okay. When will this service be available in
3 Florida?

4 A Our plans right now are to make this service
5 available in late February, but there are still some
6 operational things that have to be worked out in advance of
7 that happening. So, you know, right now the plan is to do it
8 in late February, but that could slip if some of these other
9 operational issues don't get resolved prior to that time.

10 Q Okay. When you say operational issues, what are you
11 referring to?

12 A One of the issues is what we call PAB-to-PAB
13 synchronization, and PAB stands for personal address book,
14 where we are trying to build a process so that if an end user
15 also has voice dialing on their PCS phone, that they can use
16 the same address book on their wireline phone so they don't
17 have to maintain two address books. That's one thing that we
18 have had people working 12-hour days for 45 days now trying to
19 get that resolved. And so that is the only issue that I'm
20 aware of that could slow down the market launch.

21 Q Okay. So then its Sprint's decision, as you just
22 indicated, to make the VAD available late February. Is
23 Sprint's decision to make VAD available in Florida contingent
24 upon the decision of this Commission regarding the compensation
25 of 00 traffic?

1 A I think what may happen is we may still roll it out
2 on a trial basis. But if we have to pay access charges, one of
3 two things is going to happen. First, we are going to have to
4 charge -- we would have to charge the adder, the end user some
5 additional charge to cover the cost of having to pay access, or
6 we would look at potentially delaying implementation of
7 Florida, or pulling the service if we found it was uneconomic
8 based on us having to pay access charges.

9 Q Okay. Once it is available, will Sprint only offer
10 VAD to its presubscribed long distance customers?

11 A Yes. The only way that we have today to get access
12 to -- end user access to the VAD platform is through the use of
13 00- to access the platform.

14 Q Okay. So this product is only offered by Sprint, the
15 IXC, is that correct?

16 A The product will be offered as a Sprint CLEC product,
17 as basically a substitute product for Verizon's speed calling,
18 or Verizon does have in other states, they actually have a
19 voice dialing product that is tariffed in their local tariff,
20 their general subscriber tariff. So it will be basically a
21 substitute service for either speed dialing or the Verizon
22 voice-activated dialing.

23 Q Okay. Are there any plans for Sprint, the ALEC, to
24 offer this product to its local customers?

25 A I think when you say Sprint as a what, I want to make

1 sure I understand your question?

2 Q ALEC or CLEC?

3 A An ALEC?

4 Q Uh-huh.

5 A Yes. I think, again, it is going to be placed in our
6 ALEC tariff in Florida, so we would be rolling it out to what
7 would be ALEC customers on the basis of them subscribing to
8 that tariffed service.

9 Q Okay. To what extent does Sprint expect its long
10 distance customers to utilize VAD to make local calls?

11 A I think we -- yes, I know we responded to that as
12 being proprietary in one of the interrogatory requests. I
13 don't know how we deal with that on this deposition.

14 MS. MASTERTON: When you say to what extent, I guess
15 what are you looking for, a number?

16 THE WITNESS: I could point you to the interrogatory,
17 the response that we filed.

18 BY MS. BANKS:

19 Q Okay. Well, just point me to the interrogatory?

20 A It was response to Interrogatory Number 21.

21 MS. MASTERTON: The supplemental responses.

22 MS. BANKS: Okay. That was what was filed Friday?

23 MS. MASTERTON: Yes.

24 MS. BANKS: All right. Thank you.

25 BY MS. BANKS:

1 Q Okay. Does Sprint have any data from other states
2 that could give us an idea of how many local calls are made by
3 its long distance customers using VAD?

4 A No, because we haven't implemented this. We haven't
5 rolled out this particular product in any state yet. We are
6 waiting on, again, like the PAB-to-PAB synchronization and
7 things like that, but the end of February to launch it
8 nationwide.

9 Q Okay. Looking back at Issue 2B, which asks whether
10 reciprocal compensation should be applied to the scenario we
11 just discussed, correct?

12 A Yes.

13 Q Okay. Based upon the end points of the call
14 described in Issue 2B, do you believe that this is a local call
15 and, therefore, subject to reciprocal compensation?

16 A Yes. We believe that if you were at your house and
17 you wanted to call your neighbor next door, and you dialed 00-
18 and said call next door, that that originates and terminates in
19 the same local calling area, therefore, it is local. You know,
20 Verizon will argue that when you look at the FCC rules on
21 reciprocal compensation, it says it has to originate on one
22 network and terminate on another network, so they say it can't
23 be recip comp.

24 Well, you know, I would probably agree from a literal
25 reading that may be correct, but it's not access either,

1 because access has to originate in one local calling area and
2 terminate to another local calling area. And, I know in the
3 FCC directory assistance order they were very specific on DA
4 with call completion to say that could be exchange service if
5 it -- in fact, I think they say it is unquestionably local in
6 nature if it originates and terminates within the same
7 exchange.

8 Q Okay. Do you know of any situation in which a call
9 can appear to be local based upon the end points, but still
10 should not be subject to reciprocal compensation?

11 A You know, I'm not aware based on how the industry
12 rates and bills for numbers that this, you know, that our
13 product will recreate any problems in that area, so I'm not
14 aware of anything.

15 Q Okay. Are you familiar with FCC Rule 51.701?

16 A Yes. I will have to pull it out here, though.

17 Q Okay. Mr. Hunsucker, if you would just read
18 Section E of 51.701?

19 A We are still looking, trying to find it here. Hang
20 on just one second.

21 Q And if you would just read it out loud once you
22 locate it.

23 A It says, "Reciprocal compensation: For purposes of
24 this subpart, a reciprocal compensation arrangement between two
25 carriers is one in which each of the two carriers receives

1 compensation from the other carrier for the transport and
2 termination on each carrier's network facilities of
3 telecommunications traffic that originates on the network
4 facilities of the other carrier."

5 Q Okay. Based upon this rule, would the call described
6 in the Issue 2B be subject to reciprocal compensation?

7 A Based on that particular rule, again, it says
8 originate on one carrier's network, terminate on another
9 carrier's network. If it was Verizon-to-Verizon, obviously it
10 originates on Verizon and terminates on Verizon, but the point
11 here would be that, you know, you could say this particular
12 rule does not cover this situation, but neither does access,
13 and --

14 Q So if you could just clarify, Mr. Hunsucker, then.
15 Do you think it would be subject to reciprocal compensation
16 based upon your reading of this rule?

17 A I think it should be subject to reciprocal
18 compensation, yes.

19 Q Okay. And why would this traffic be subject to
20 reciprocal compensation if it does not originate on the network
21 of one carrier and terminate on the network of another carrier?

22 A The call is coming to Sprint and Sprint is then
23 providing a call completion service to terminate back to the
24 end user. We are using the same network components that are
25 used on any other call that terminates back to a LEC. We are

1 using potentially tandem switching, transport, and end office
2 switching. We are using all the same components. If this is a
3 local call, it should be subject to TELRIC.

4 What that leads you to is that you may say it doesn't
5 fit under this definition, but we are still using the same
6 components that are normally used for terminating a local call
7 that is subject to reciprocal compensation. Therefore, it is
8 my opinion that reciprocal compensation should apply to that.

9 Q Okay. Could you please describe for us the
10 compensation mechanism that you propose in your testimony?

11 A Yes. What we have proposed is that on the
12 terminating side we will pay for tandem switching, transport,
13 and end office switching, depending upon whether those
14 functionalities are actually used in the termination of the
15 call. And on the originating call we agree to pay for
16 transport, since there could be some incremental cost placed on
17 Verizon to actually transport that local call that would have
18 stayed within their network through the Sprint network. So we
19 will pay for the transport on the originating side to get it to
20 our network, and then we will pay recip comp to terminate that
21 traffic back to Verizon or any other ILEC -- not ILEC, but any
22 other LEC that that call may terminate to.

23 Q Okay. So are you offering then to pay originating
24 reciprocal compensation?

25 A No, because I'm not going to pay end office switching

1 on the originating side because the end user customer pays
2 Verizon for the ability to originate a local call, so they are
3 already being compensated for -- or already being compensated
4 for that functionality. I'm only willing to pay for transport,
5 which is only one component of reciprocal compensation.

6 Q Okay. Would you agree that reciprocal compensation
7 is traditionally paid on the terminating end of the call?

8 A Yes, I would agree with that. But, again, that's why
9 I differentiate the originating side to say it is not
10 reciprocal compensation, it is just paying for some incremental
11 cost that Verizon incurs to transport that traffic to our
12 network.

13 Q Okay. Access charges are generally paid on both the
14 originating and the terminating end of the call. Would you
15 agree with that?

16 A Yes.

17 Q Okay. Isn't your proposed compensation mechanism
18 more akin to paying terminating access charges only at the
19 lower TELRIC rates?

20 A Well, again, I think you have -- you say akin to
21 that, yes, it is based on compensating for them terminating
22 that traffic, but if this is a local call, then statutorily I
23 don't believe that access charges apply to local calls. So,
24 you know, again, the level of those access charges are
25 substantially above TELRIC, which still compensates them for

1 the cost of terminating that traffic.

2 Q And the distinction I was making saying that it was
3 more akin to paying the originating and the terminating access
4 charges.

5 A Again, we are not -- we wouldn't be paying what would
6 be full access charges because we are not paying for CCL or end
7 office switching. We are only paying for the transport on the
8 originating side. But, on the terminating side, I think recip
9 comp or access, you're paying for the same functionality in the
10 ILEC network, it's just the levels at which you pay it at.

11 Q Okay. How does Sprint intend to charge its end users
12 for utilizing VAD?

13 A A lot of that is still under development because we
14 are assessing the impact of having to pay access charges versus
15 paying -- being able to pay TELRIC-based rates. So, I don't
16 think we have nailed down the final numbers, the final way or
17 methodology that we are going to actually charge the customers
18 for that.

19 Q Okay. So no idea on whether it would be a flat rate
20 or a usage sensitive rate?

21 A I think in some preliminary discussions they are
22 looking at possibly one or a combination of both of those.
23 Again, depending on what we have to do to make the service
24 economic and what we think the customer may be willing to pay.

25 Q Okay. Sprint is both an ALEC and an ILEC in Florida,

1 correct?

2 A Yes.

3 Q Okay. Although I think for the most part you are
4 here representing Sprint, the ALEC, are you comfortable with
5 answering some general questions about Sprint, the LEC?

6 A Yes.

7 Q Okay. These questions refer to Sprint, the LEC,
8 okay? And one of the things that I wanted to ask is, is it
9 true that Sprint's customers reach DA, or directory assistance,
10 by dialing 411?

11 A That is my understanding, yes.

12 Q Okay. And does Sprint have a DA platform in each of
13 its local calling areas, or does it use a centralized platform?

14 A I don't know that I know 100 percent, but my belief
15 is that we use a centralized platform for providing operator
16 services and DA. I'm not going to say we only have one in the
17 State of Florida, but I know that we don't have one in every
18 local calling area.

19 Q Okay. With that in mind, would you agree that most
20 likely customers dialing 411 will reach an operator or
21 equipment located outside the local calling area?

22 A Yes, I would agree that that is exactly what happens.
23 But, if there is call completion that is not wherever the calls
24 completes it is treated as one call from where it originates to
25 where it terminates.

1 Q Okay. Does Sprint's DA operators complete customer
2 calls upon request?

3 A I don't know that I know the answer to that.

4 Q Okay. For this moment assume that you are a Sprint
5 customer that dials DA. The customer asks for the local number
6 of a customer which an ALEC is a local provider and requests
7 that the call be connected. Would Sprint complete the call?

8 A Yes, we would complete the call.

9 Q Okay. And what type of compensation would Sprint pay
10 the ALEC for terminating the call?

11 A If we terminated it back to an ALEC, we would treat
12 that as reciprocal compensation because it would be a local
13 call.

14 Q Okay. Does reciprocal compensation apply for these
15 calls even if your DA operator is located outside of the local
16 calling area?

17 A Yes. I mean -- yes, all that we are doing is drawing
18 the functionality from there. That really has nothing to do
19 with the jurisdiction of the call, it is the originating and
20 term terminating point of the call that determines the
21 jurisdiction.

22 Q Okay. Assume a similar hypothetical, however, the
23 customer requests a connection to an ALEC customer outside of
24 the local calling area. Would Sprint complete that call?

25 A I think at that point we would -- it would depend

1 upon whether it was an intraLATA or interLATA toll call, but
2 assuming it is interLATA, then we would hand that off to an
3 interexchange carrier to complete that call.

4 Q Okay. What type of compensation would Sprint pay the
5 ALEC for terminating this type of call?

6 A Sprint, the ILEC, would not pay the ALEC anything.
7 We would hand it to Sprint, the IXC, and then both the
8 originating and terminating LECs would bill access charges if
9 it completed it to a point that was outside the local calling
10 area was interLATA.

11 Q What if the call was intraLATA?

12 A If it was intraLATA, then Sprint -- if the customer
13 was PIC'd to Sprint ILEC for their intraLATA service, then we
14 would complete that call and we would pay terminating access
15 charges to the carrier to which that call terminated.

16 Q Okay. When a customer in Sprint's territory dials
17 411, are they greeted by an interactive voice response unit, or
18 an IVRU?

19 A I don't know.

20 Q Okay. Are you aware if there is any federal,
21 judicial, or state rulings that preclude a third party provider
22 from competing for a DA?

23 A That prevent them for competing for DA?

24 Q Yes, sir.

25 A I think the answer is no, and I think that the FCC

1 order -- I'm just looking for it here -- probably sheds some
2 light on that. It was in Docket 99273, the First Report and
3 Order, where they talk about nondiscriminatory access to
4 directory assistance provided to third party DA providers where
5 they talk about the fact that you have to provide the
6 information as well as the call completion component of the 411
7 access, and the fact that it could be exchange or exchange
8 access service.

9 Q Okay. Does Sprint allow its local customers to
10 choose a DA provider?

11 A I don't believe that we have presubscription on 411,
12 but I don't -- I don't know the answer as to whether we allow
13 that or not, or whether we have even had anybody come into our
14 service territory to offer the service.

15 Q Okay. If this Commission ruled that Sprint's
16 proposed compensation mechanism is appropriate for local calls
17 completed via VAD in Verizon territory, would you agree the
18 same compensation mechanism should apply to carriers providing
19 VAD services in Sprint's territory?

20 A Absolutely.

21 Q Okay. Mr. Hunsucker, now I'm referring to Page 49 of
22 the Texas transcript. And I don't know if you actually
23 need to --

24 MS. MASTERTON: I don't think this has been submitted
25 into the record. I think we are going to have to make it a

1 deposition exhibit.

2 MS. BANKS: Okay. Give me one moment, Mr. Hunsucker.

3 THE WITNESS: Okay.

4 BY MS. BANKS:

5 Q Okay. I think I can get the same information just
6 asking you general questions without a specific reference to
7 the Texas transcript, Mr. Hunsucker. This relates to Sprint's
8 billing system, and one of the questions I have is this billing
9 system which allows parties access to the originating and
10 terminating telephone numbers, or the 00 traffic, has the
11 system been completed and tested?

12 A The system is in the process of being tested now.

13 Q Okay. Is Sprint's collaborative test of the system
14 with Verizon?

15 A No, we're not; it is just internal testing only.

16 Q Okay. Has Sprint offered to test the system with
17 Verizon?

18 A We have not offered to test the system with Verizon,
19 nor has Verizon offered to test the system with us.

20 Q Okay. Is there a certain name given to this system?

21 A I don't know what the name of the system is. I mean,
22 it's just a system that is being developed to be able to
23 calculate the -- determine the local usage component of 00-.

24 Q Okay. Are you aware of the Ordering and Billing
25 Forum?

1 A I know what it is, that's about it.

2 Q And what is it?

3 A It's an industry group that talks through standards
4 for ordering and billing.

5 Q Okay. Has Sprint participated in any OBF meetings
6 within the last year?

7 A I'm sure that we have. We have numerous
8 representatives that attend those functions.

9 Q Okay. And while Sprint was developing this system
10 that we referenced that we haven't given a name, but basically
11 the billing system, did it seek input from other members of the
12 OBF?

13 A I don't know.

14 MS. BANKS: Give me one moment, Mr. Hunsucker. I
15 believe this is the last question I have.

16 BY MS. BANKS:

17 Q Where is Sprint's VAD platform located?

18 A I'm not sure. To be honest with you, I'm not sure
19 where it is located. I know that it will be somewhere close to
20 our operator services platforms, but I'm not sure where the
21 exact locations are.

22 Q Okay. Where is the operator services panel --
23 platform, excuse me?

24 A I don't know where those are either. I just know
25 that the VAD platform is going to be near the operator services

1 platform, but I'm not sure where they are located, physically
2 located.

3 Q Okay. One more question I have, Mr. Hunsucker. If
4 you would just explain the differences in the functions and
5 capabilities performed by Sprint's voice-activated dialing, the
6 VAD, and an IVRU?

7 A You know, I think the IVR is obviously answering
8 calls and directing those calls to various locations based on
9 the customer punching in digits and routing the call to
10 wherever the call needs to get. The voice-activated dialing
11 platform is more a voice recognition platform where the
12 customer doesn't have to necessarily go through a whole bunch
13 of IVR responses. They simply -- if they know they want to
14 call their mom, they just say "call mom" and the call is
15 completed. So it's all voice recognition based on an address
16 book that the end users set up.

17 Q Could you just explain or elaborate a little further
18 what are the functional differences in completing a call?

19 A I'm not sure we use IVR to complete local calls or
20 complete toll calls. I mean, to me they are more used when you
21 call a business and you want to get to a specific person or a
22 specific group within that business that handles your
23 complaint. That is the way I recognize the way IVR is used
24 versus voice-activated dialing where you dial 00 to hit the
25 platform, and you basically instruct the phone verbally where

1 you want that call to be completed.

2 MS. BANKS: All right. Thank you, Mr. Hunsucker,
3 that's all that I have for you.

4 MS. FAGLIONI: I think that Mr. Cowin and I agreed
5 that we were not going to question the witnesses.

6 MS. BANKS: Okay. Just making sure.

7 MS. FAGLIONI: And I assume Mr. Cowin will abide by
8 that.

9 MR. COWIN: I won't ask any questions.

10 MS. BANKS: Well, that's all that we have for you,
11 Mr. Hunsucker. Thank you so much.

12 (The deposition concluded at 1:35 p.m.)
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ERRATA SHEET
DO NOT WRITE ON TRANSCRIPT - ENTER CHANGES HERE

IN RE:

DOCKET NO. 010795-TP
NAME: MICHAEL R. HUNSUCKER
DATE: TUESDAY, JANUARY 15, 2002

[illegible]

Under penalties of perjury, I declare that I have read my deposition and that it is true and correct subject to any changes in form or substance entered here.

DATE _____

MICHAEL R. HUNSUCKER

1 STATE OF FLORIDA)
2 COUNTY OF LEON)
3

CERTIFICATE OF REPORTER

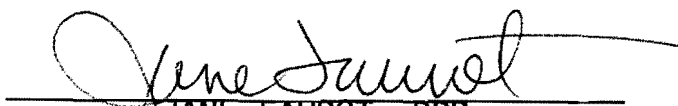
4 I, JANE FAUROT, RPR, Official FPSC Commission Reporter, do
5 hereby certify that I was authorized to and did
6 stenographically report the foregoing deposition at the time
7 and place herein stated.

8 I FURTHER CERTIFY that this transcript, consisting of 30
9 pages, constitutes a true record of the testimony given by the
10 witness.

11 I FURTHER CERTIFY that I am not a relative, employee,
12 attorney or counsel of any of the parties, nor am I a relative
13 or employee of any of the parties' attorney or counsel
14 connected with the action, nor am I financially interested in
15 the action.

16 DATED THIS 17TH day of JANUARY, 2002

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JANE FAUROT, RPR
Chief, Office of Hearing Reporter
FPSC Division of Commission Clerk and
Administrative Services
(850) 413-6732

1 K A N S A S)
2 COUNTY OF JOHNSON)

CERTIFICATE OF OATH

3 I, the undersigned authority, certify that Michael R. Hunsucker personally
4 appeared before me at The Florida Deposition Meeting, January 15, 2002, Docket No.
5 010795-TP - Petition by Sprint Communications Company Limited Partnership for
6 Arbitration with Verizon Florida, Inc. pursuant to Section 251/252 of The
7 Telecommunications Act of 1996 and was duly sworn by me to tell the truth.

8 WITNESS my hand and official seal in the

9 City of Overland Park, County of Johnson,
10 State of Kansas, this
11 DAY MO 15th of January, 2002.

12

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14

Susan Skahan
Notary Public
State of Kansas

15

Personally known to me.

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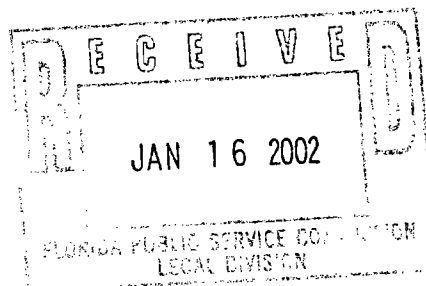
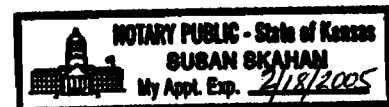
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IN RE:

DOCKET NO. 010795-TP

3

NAME: MICHAEL R. HUNSUCKER

DATE: TUESDAY, JANUARY 15, 2002

4


PAGE	LINE	CHANGE
5	10	11 change word "than" to "then"
6	24	2 change "99273" to "99-273"
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21 Under penalties of perjury, I declare that I have read my
deposition and that it is true and correct subject to any
22 changes in form or substance entered here.

23

1-17-02
DATE

stance entered here:


MICHAEL R. HUNSUCKER

24

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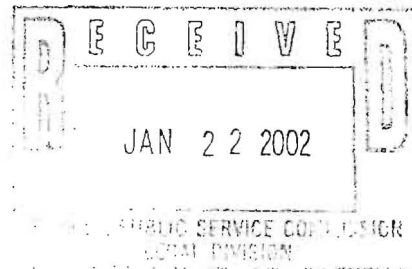


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January 22, 2002

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



Re: **Docket No. 010795-TP**

Hearing Exhibit 12
Dear Ms. Bayó:

Enclosed for filing is Michael R. Hunsucker's original signed Deposition Errata Sheet.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning the same to this writer.

Sincerely,

Susan S. Masterton

cc: Adam Teitzman
Parties of Record

Enclosure

EXHIBIT NO. _____

DOCKET NO: 010795-TP

WITNESS: Stip - 4

PARTY: Verizon Florida Inc.

DESCRIPTION:

1. Transcripts from the January 15, 2002 deposition of witness Munsell.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 010795-TP EXHIBIT NO. 13
COMPANY/
WITNESS: EPSC Stip
DATE: 1-17-02 TO

PROFFERING PARTY: STAFF

I.D. # Stip-4

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 010795-TP

In the Matter of

PETITION OF SPRINT COMMUNICATIONS
COMPANY LIMITED PARTNERSHIP FOR
ARBITRATION WITH VERIZON FLORIDA
INC. PURSUANT TO SECTION 251/252 OF
THE TELECOMMUNICATIONS ACT OF 1966.

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THE .PDF VERSION INCLUDES PREFILED TESTIMONY.

DEPOSITION OF: WILLIAM MUNSELL

TAKEN AT THE
INSTANCE OF: The Staff of the Florida
Public Service Commission

PLACE: Gerald L. Gunter Building
Room 390A
2540 Shumard Oak Boulevard
Tallahassee, Florida

TIME: Commenced at 1:40 p.m.
Concluded at 2:21 p.m.

DATE: Tuesday, January 15, 2002

REPORTED BY: JANE FAUROT, RPR
Chief, Office of Hearing Reporter
FPSC Division of Commission Clerk
Administrative Services
(850) 413-6732

1 APPEARANCES:

2 SUSAN S. MASTERTON, 1313 Blair Stone Road,
3 Tallahassee, Florida 32301, and JOSEPH P. COWIN,
4 7301 College Boulevard, Overland Park, Kansas 66210,
5 appearing on behalf of Sprint Communications Company
6 Limited Partnership, participating telephonically.

7 KELLY L. FAGLIONI, Hunton & Williams, 951
8 East Byrd Street, Richmond, Virginia 23219 on behalf
9 of Verizon Florida, Inc., appearing telephonically.

10 FELICIA BANKS and ADAM TEITZMAN, Florida
11 Public Service Commission, Division of Legal
12 Services, 2540 Shumard Oak Boulevard, Tallahassee,
13 Florida 32399-0870, appearing on behalf of the
14 Commission Staff.

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I N D E X

WITNESS

NAME:

PAGE NO.

WILLIAM MUNSELL

Direct Examination by Mr. Teitzman

6

MISCELLANEOUS

ITEM:

PAGE NO.

STIPULATION

5

ERRATA SHEET

28

CERTIFICATE OF OATH

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CERTIFICATE OF REPORTER

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EXHIBITS

NUMBER:

ID.

1 (Late-Filed) IVRU Inquiry

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S T I P U L A T I O N

IT IS STIPULATED that this deposition
was taken pursuant to notice in accordance
with the applicable Florida Rules of Civil
Procedure; that objections, except as to the form of
the question, are reserved until hearing in this
cause; and that reading and signing was not waived.

IT IS ALSO STIPULATED that any off-the-record.
conversations are with the consent
of the deponent

1 WILLIAM MUNSELL

2 appeared as a witness and, after being duly sworn by the court
3 reporter, testified as follows:

4 DIRECT EXAMINATION

5 MR. TEITZMAN: We can go ahead and get started. If
6 the court reporter could please swear in the witness.

7 (Witness sworn.)

8 MR. TEITZMAN: All right. Let's start with
9 appearances, again. I will start with the parties on the
10 phone, please.

11 MR. COWIN: This is Joe Cowin. In the room with me
12 are the same people as before, Michael Hunsucker, Linda
13 Bennett, and Ken Schiffman.

14 MR. MUNSELL: William Munsell for Verizon.

15 MS. FAGLIONI: Kelly Faglioni for Verizon.

16 MS. MASTERTON: And Susan Masterton for Sprint.

17 MR. TEITZMAN: And I am Adam Tietzman on behalf of
18 the Florida Public Service Commission with Felicia Banks, Cayce
19 Hinton, and Lennie Fulwood. And do we all agree to the usual
20 stipulations as before?

21 MS. MASTERTON: Yes.

22 MS. FAGLIONI: Yes.

23 BY MR. TEITZMAN:

24 Q Good morning, Mr. Munsell. I am Adam Tietzman,
25 Florida Public Service Commission. Could you please state your

1 full name for the record?

2 A William Edward Munsell, M-U-N-S-E-L-L.

3 Q And by whom are you employed?

4 A I am employed by Verizon.

5 Q And in what capacity?

6 A As a manager of negotiations of interconnection
7 agreements.

8 Q And have you previously filed testimony before the
9 Florida Public Service Commission?

10 A Yes, I have.

11 Q Okay. I'm going to start with questions. Before we
12 begin, if you need me to restate the question or do not
13 understand the question, please let me know and I will either
14 restate the question or try to rephrase it. I also ask that
15 you answer with yes or no first before explaining your answer.

16 All right. We will begin with Issue 1A. Issue 1A in
17 this proceeding addresses how local traffic should be defined
18 for the purposes of reciprocal compensation. You have filed
19 testimony regarding this issue, correct?

20 A Correct.

21 Q How does Verizon's proposed definition for local
22 traffic differ from Sprint's proposed definition?

23 A I would say the primary difference is the aspect of
24 the definition which requires that the traffic originate on the
25 network of one carrier or one provider -- there is only two of

1 us here -- and terminate on the network of the other.

2 Q Would you agree that Issue 1A is directly related to
3 Issue 2B, which asks whether reciprocal compensation should
4 apply to 00 calls?

5 A Yes.

6 Q The scenario addressed in Issue 2B is the situation
7 where a Verizon customer calls another Verizon customer located
8 in the same local calling area by using Sprint's 00
9 voice-activated dialing, VAD product. Is that the scenario as
10 you understand it?

11 A Yes.

12 Q Okay. Is it your position that these are exchange
13 access calls because they are routed to Sprint's operator
14 services platform over access trunks?

15 A That is one aspect.

16 Q Could you elaborate on the other aspects?

17 A Certainly. 00- is a dialing sequence which given
18 presubscription software, which is used in the industry, as
19 well as numbering standards routes that traffic or that call
20 based on the 00- being dialed, or the 00 being dialed and
21 nothing more. It looks -- the switch will look for who is that
22 end user presubscribed to for interstate access and will route
23 that traffic to that carrier based on that presubscription
24 information.

25 After the switch provides that presubscription

1 information, that is when the switch then routes the traffic to
2 the interexchange carrier over access facilities. So I would
3 say a more complete answer is it starts with the dialing of the
4 call, which triggers certain events in the switch to look up
5 presubscription information, and then routes the call over
6 access facilities.

7 Q Can you direct me to any statute, order, or ruling
8 that supports the determination of jurisdiction of a call as
9 being local versus long distance based upon the network
10 facilities used to route the calls?

11 A No, I cannot.

12 Q Isn't it true that the jurisdiction of a call as
13 either local or long distance has historically been based upon
14 the end points of the particular call?

15 A I would not agree with that.

16 Q And could you elaborate on that answer?

17 A Certainly. I would say that certainly 800 traffic is
18 one example which we often don't think about where the call
19 terminates when we dial 800, but it certainly could terminate
20 in the same local calling area. Just think of all the catalogs
21 you get in the mail. They don't say if you live in Tallahassee
22 local calling area, dial this number; and if you don't, then
23 dial this 800 number. It says dial this 800 number.

24 Other forms of traffic that historically have
25 originated and terminated in the same local calling area very

1 well could be calls that are dialed with a 10XXX dialing
2 sequence. Those have been and still are access calls, both the
3 800 as well as the 10XXX.

4 Q If a call originates and terminates in the same local
5 calling area, why shouldn't the call be characterized as a
6 local call?

7 A And I would say whether or not it should be --
8 whether or not it should be characterized as a local call, I
9 would say the origination and termination points are certainly
10 one factor to consider, but one of a set that includes more
11 than one. And I would include how the call was dialed as a
12 significant other one that comes to the top of mind for me.

13 Q Can you describe for me any other situations in which
14 a call between two neighbors located in the same local calling
15 area would be subject to access charges for intercarrier
16 compensation purposes?

17 A Certainly the 10XXX to the extent the originating
18 caller dialed the call that way.

19 Q Could you please explain the typical 10XXX call,
20 please?

21 A Certainly. To the extent that you are presubscribed
22 to AT&T for interstate, let's me just say interLATA, because it
23 includes -- your interLATA PIC includes both interstate as well
24 as intrastate interLATA traffic. If your interLATA PIC then is
25 AT&T, and for whatever reason, perhaps AT&T's network is down,

1 or perhaps someone has got a better rate at that particular
2 point in time, you decide you want to use Sprint. You can dial
3 around your interLATA PIC by dialing 1010 -- I think Sprint's
4 CIC is 333, and then the number you want to dial. And the
5 originating switch recognizes that you are dialing around your
6 presubscription information and will route that call to Sprint,
7 the interexchange carrier.

8 Q I believe everyone has a copy of FCC Rule 51.701.
9 Could you please read Section E of that rule out loud.

10 A Certainly. Section E says, "Reciprocal compensation:
11 For purposes of this subpart, a reciprocal compensation
12 arrangement between two carriers is one in which each of the
13 two carriers receives compensation from the other carrier for
14 the transport and termination on each carrier's network
15 facilities of local telecommunications traffic that originates
16 on the network facilities of the other carrier." And I will
17 just make a commentary, I believe this rule is one that was
18 modified with the ISP remand order that basically in this
19 subpart just strikes the word local.

20 Q Based on this rule, is it your position that for
21 reciprocal compensation to apply a call must originate on the
22 network of one carrier and terminate on the network of another
23 carrier?

24 A Yes.

25 Q Can you direct me to any ruling or order in which a

1 court or regulatory body has limited reciprocal compensation to
2 only those calls that originate on the network of one carrier
3 and terminate on the network of another carrier?

4 A I'm sorry, can you ask me that question again.

5 Q Sure. Can you direct me to any ruling or order in
6 which a court or regulatory body has limited reciprocal
7 compensation to only those calls that originate on the network
8 of one carrier and terminate on the network of another carrier?

9 A Yes, I believe that four public service commissions,
10 or public utilities commissions, depending on the state, have
11 rules as such. And those states being California,
12 Massachusetts, Pennsylvania, and Maryland.

13 Q Were those rulings in Sprint/Verizon arbitrations?

14 A Yes, they were.

15 Q Would you agree that TELRIC rates provide the
16 incumbent with cost recovery for the use of its network
17 elements?

18 A That is what they are designed to do.

19 Q Are you familiar with Sprint's compensation proposal
20 for the scenario addressed in Issue 2B?

21 A Yes.

22 Q Can you describe Sprint's compensation proposal?

23 A Yes. Sprint proposes to compensate Verizon for 00-
24 calls which Sprint subsequently determines originates and
25 terminates in the same local calling area. They propose to

1 compensate Sprint on the originating side for some transport,
2 tandem switching if applicable, and I believe that is it on the
3 originating side. And then on the terminating side, again
4 tandem switching if applicable, transport, and call
5 termination.

6 Q Why does Verizon believe this is not an appropriate
7 cost recovery mechanism for these calls?

8 A I would say that until access charges are brought
9 down to TELRIC levels, it is not in that by treating what
10 Verizon says has been historically a call compensated as
11 access, to change that compensation scheme now and change it to
12 TELRIC without the, say, appropriate investigation into the
13 cost of access and where revenue recovery or the subsidies
14 inherent in access are going to come from, it is not
15 appropriate to start piece-parting access traffic out of access
16 charges.

17 Q All right. Although you believe that access charges
18 should apply for the calls addressed in this issue, would
19 Verizon recover its cost for delivering these calls if the
20 Commission decided to implement Sprint's proposed compensation
21 mechanism?

22 A I believe we would.

23 Q Is it true that Verizon's position is based on policy
24 and not cost-recovery, then?

25 A It is certainly based on policy as well as the

1 overall cost-recovery of telecommunications services, including
2 local service. And the cross subsidies between access services
3 and local services are certainly present, so I would not say
4 that our concern is limited to only policy and not cost.

5 Q Sprint and Verizon have arbitrated this issue in
6 multiple states around the country, is that correct?

7 A That is correct.

8 Q In your direct testimony you cite these decisions.
9 The decisions you cite appear to have gone Verizon's way. Have
10 any states decided in Sprint's favor on this issue?

11 A Not with Verizon.

12 Q Does Verizon offer directory assistance, DA, in its
13 territories in Florida?

14 A Yes.

15 Q Is it correct to assume that Verizon's customers
16 reach DA by dialing 411?

17 A I believe so.

18 Q Does Verizon set up a DA platform in each of its
19 local calling areas or does it use a centralized platform?

20 A It uses a centralized platform.

21 Q Would you agree that it is highly likely that
22 customers dialing 411 reach an operator or equipment located
23 outside of the local calling area?

24 A Yes.

25 Q Do Verizon's DA operators complete customer calls

1 upon request?

2 A I believe so.

3 Q Hypothetically, let's assume a Verizon customer
4 dialing 411 reaches Verizon's DA operator. The customer asks
5 for the local number of a customer for which Sprint is the
6 local provider and requests that the call be connected. Would
7 Verizon complete that call?

8 A Yes.

9 Q What type of compensation would Verizon pay Sprint
10 for terminating this type of call?

11 A It depends entirely on how Sprint is providing
12 service to their local end user. I am not certain in your
13 scenario whether you are dealing with Sprint, the ILEC, Sprint,
14 the ALEC. And if you are dealing with Sprint, the ALEC, how
15 Sprint, the ALEC, is providing service to their end user.

16 Q Let's assume if it was Sprint, the ALEC.

17 A Again, it would depend on whether Sprint, the ALEC,
18 was providing service to their end user via resale of Verizon
19 facilities, purchase of UNEs, say, UNE platform from Verizon,
20 or whether Sprint, the ALEC, was a facility-based provider.

21 Q Let's assume it is facilities-based.

22 A Then Verizon would pay Sprint reciprocal
23 compensation.

24 Q Does reciprocal compensation apply for these calls
25 even if your DA operator is located outside of the local

1 calling area?

2 A Yes.

3 Q Okay. Let's assume a similar hypothetical, however,
4 the customer requests a connection to a Sprint customer outside
5 of the local calling area but within the LATA. Would Verizon
6 complete that call?

7 A Yes.

8 Q And what type of compensation would Verizon pay
9 Sprint for terminating this type of call?

10 A And I will say yes, we would complete that call. I
11 am not absolutely certain whether or not we would ask the
12 person who wants the call completed what toll provider they
13 want to utilize for completion of that call. But to make this
14 simple, let's just say that if we do ask that they say I would
15 like Verizon, just to make this simple. Then Verizon would owe
16 Sprint, the ALEC, intrastate access charges.

17 Q Okay. Would Verizon complete that call if it was
18 interLATA or interstate?

19 A No. We would hand it off to an interexchange carrier
20 of the end user's choosing.

21 Q When a Verizon customer in Verizon's territory dials
22 411, are they greeted by an interactive voice response unit?

23 A I do not know.

24 Q Do you know what an interactive voice response unit
25 is?

1 A Yes.

2 Q Okay. Excluding call jurisdiction, trunking,
3 et cetera, strictly from a technical perspective, would you
4 agree that Sprint's voice-activated dialing provides the same
5 functionality as an IVRU?

6 A No, I think it provides more.

7 Q Could you elaborate, please.

8 A Certainly. An IVRU, I have never experienced an IVRU
9 at least that allows me to build my own personal address book.
10 Certainly Sprint's voice-activated dialing platform does allow
11 that, so that is to me one great distinction between the two.
12 I would say IVRUs -- secondly, IVRUs are normally in my
13 experience set up by a company, whether it's a telephone
14 company, or a business, or whomever, to minimize that company's
15 costs of operator positions or switch-barred receptionists in
16 the directing of incoming traffic to appropriate destinations
17 or information. Sprint's voice-activated dialing product's
18 purpose is not that, it is just to make dialing -- to do away
19 with dialing, so to speak.

20 Q Can Verizon's local customers choose their DA
21 provider?

22 A I know there is no presubscription of 411 traffic. I
23 do not know how a competitive DA provider gains access to local
24 end users, though. But I am relatively certain it is not true
25 for 411 presubscription.

1 Q Are you aware of any judicial, federal, or state
2 decision that requires Verizon's customers to use Verizon's
3 directory assistance?

4 A No.

5 Q So then theoretically customers have a choice as to
6 who provides their DA?

7 A Certainly.

8 Q Are you aware of any alternative directory assistance
9 providers in Verizon's territory?

10 A No, I'm not.

11 Q If a Verizon customer wanted directory assistance
12 from Sprint, would you agree that a number other than 411 would
13 be required to reach Sprint's platform?

14 A I'm sorry, could you ask me that question again.

15 Q Sure. If a Verizon customer wanted directory
16 assistance from Sprint, would you agree that a number other
17 than 411 would be required to reach Sprint's platform?

18 A Certainly. That's the same answer I would give if I
19 were saying a Sprint end user wanted to gain access to Verizon
20 directory assistance. They would have to use a number other
21 than 411.

22 Q Hypothetically, let's presume that Sprint has a DA
23 platform within Verizon's local calling area and offers
24 Verizon's customers directory assistance via dialing 00. What
25 form of compensation do you believe Sprint should pay Verizon

1 for completing a local call from its DA platform?

2 A I would say that on both the originating and
3 terminating side of that call because I believe the scenario
4 you set up was a Verizon end user dialing 00, who I expect also
5 in that scenario that end user is presubscribed to Sprint for
6 interLATA access. We would be billing Sprint originating
7 access charges. And on the termination of that call to the
8 extent that Sprint routes it to us over access trunk groups
9 versus local interconnection trunks, we would also bill them
10 terminating access.

11 Q Would you agree that reciprocal compensation is
12 simply the term used to describe compensation for the combined
13 transport and termination of intercarrier traffic exchange?

14 A No.

15 Q How would you define reciprocal compensation?

16 A I would define it the way the federal rule defines
17 it. I mean, other than that, I don't believe I've got any
18 other place relative to the rules or the law to look other than
19 the Telecommunications Act itself, but I would say this rule is
20 the place I go for the definition.

21 Q Does Verizon offer unbundled network element
22 platform, UNE-P?

23 A Yes.

24 Q Assume a Sprint customer served via Verizon's UNE-P
25 dials directory assistance. Also assume that Sprint has not

1 employed customized routing for the customer. Is it correct
2 that the call would go to Verizon's directory assistance
3 platform?

4 A Yes.

5 Q Under this same assumption, the Sprint customer dials
6 411 and requests to be connected to a Verizon end user. For
7 what network components should Sprint compensate Verizon?

8 A I can't say I'm a UNE expert, but they would -- since
9 they bought UNE-P, they would be compensating Verizon for -- on
10 the originating side of that call certainly for local
11 switching, UNE local switching, shared transport, tandem
12 switching, if applicable. Once it got to the DA or the OS/DA
13 platform, I'm not aware of any unique UNE rates for DA call
14 completion, so I'm not sure what we would charge Sprint for the
15 DA call completion feature used.

16 Q Does the UNE-P call originate on a Sprint UNE loop?

17 A That would be part of the UNE-P, yes.

18 Q Does the UNE-P loop terminate on a port on the switch
19 leased by Sprint?

20 A Yes.

21 Q How does Verizon justify charging for transport to
22 its DA platform considering FCC Rule 51.701, Section (e)?

23 A Can you ask me that one again?

24 Q Sure. How does Verizon justify charging for
25 transport to its DA platform considering FCC Rule 51.701(e)?

1 A In the UNE example you just gave me?

2 Q Yes.

3 A I'm not sure how 51.701(e) comes into play with that
4 UNE-P scenario.

5 Q You had mentioned originating transport, and
6 51.701(e) mentions that you cannot charge for originating
7 transport.

8 A You must be referring to a different rule than
9 51.701(e).

10 Q Do you have a copy of 51.703(b)?

11 A Yes, I do.

12 Q Could you read that, please?

13 A Certainly. And 51.703 is in the context of a
14 reciprocal compensation obligation of LECs, and Subparagraph B
15 of that section says, "A LEC may not assess charges on any
16 other telecommunications carrier for --" as rewritten -- "for
17 telecommunications traffic that originates on the LEC's
18 network."

19 Q Okay. Then, considering 51.703(b), how would Verizon
20 justify charging for transport to its DA platform?

21 A We would justify that by 51.703 is a rule guiding
22 reciprocal compensation obligations and those obligations are
23 between facility-based carriers.

24 Q Still in light of our hypothetical, if that customer
25 requests connection to another local Sprint customer served by

1 Verizon's UNE-P, for what components of the call do you believe
2 Sprint should pay Verizon?

3 A Sprint would be paying Verizon UNE rates as I
4 identified before on the origination of the call being local
5 switching, transport, tandem switching if applicable, and the
6 same components on the terminating side of the call. I do not
7 believe I have ever seen a UNE rate for DA call completion, or
8 if such a rate should apply, or whether the regular retail rate
9 should apply. That aspect of it I do not know.

10 Q If Sprint used 00 for its operator platform and used
11 another reserved NXX for its DA or VAD, would Verizon's
12 position on access charges rather than reciprocal compensation
13 remain the same?

14 A I'm going to ask you to repeat that, I'm sorry.

15 Q Sure, no problem. If Sprint used 00 for its operator
16 platform and used another reserved NXX for its DA or VAD, would
17 Verizon's position on access charges rather than reciprocal
18 compensation remain the same?

19 A It depends on what other number Sprint would utilize
20 in your scenario. And also I'm assuming that in this question
21 you are no longer in the context of Sprint purchasing UNE-P.

22 Q Okay. What if the number was 412, let's say?

23 A To the extent 412 could be obtained by Sprint and it
24 was recognized in industry standard as a code not assigned to
25 interexchange carriers, and such would not be routed to the

1 interexchange carrier based on presubscription information, I
2 do believe Verizon's position would change, yes.

3 Q Would you agree that the compensation issue revolves
4 around the distinct functionality of 00 rather than Sprint
5 providing a DA styled service?

6 A It certainly does revolve around 00 and all that is
7 implied by dialing 00.

8 Q Considering the recent increase in area codes and the
9 difficulties with reserving an NXX nationwide, it could be
10 construed that Verizon is precluding Sprint from competing for
11 DA. If Sprint provides Verizon with a terminating record that
12 could be verified on VAD routed calls, would reciprocal
13 compensation be appropriate for local calls routed by VAD?

14 A Not utilizing the 00, and I would add onto that, that
15 whether or not Verizon is precluding Sprint from providing
16 competitive directory assistance, it is exactly the same
17 outcome that Verizon would face if we were to go into Fort
18 Myers, for example, and offer a Sprint Florida local end user
19 the ability to dial -- who is presubscribed to Verizon long
20 distance for interLATA -- to dial 00 to make a call to another
21 end user in Fort Myers. I've got the exact same problems, I
22 will say, in finding a number that I could utilize to allow a
23 Sprint Florida local end user to access Verizon directory
24 assistance.

25 Q Would you agree that rulings of the FCC and this

1 Commission allow ALECs to choose a single point of
2 interconnection in the LATA?

3 A Yes.

4 Q Would you agree that often an ALEC's switch is not
5 located within an ILEC's local calling area?

6 A Yes.

7 Q For this question let's assume that the ALEC's switch
8 is located outside of Verizon's local calling area. When a
9 Verizon customer places a local call to the ALEC's customer, is
10 it Verizon's position that Verizon is responsible for the
11 transport to the ALEC's point of interconnection?

12 A Could you ask me that one again, I'm sorry.

13 Q Sure. Let's assume that the ALEC's switch is located
14 outside of Verizon's local calling area. When a Verizon
15 customer places a local call to the ALEC's customer, is it
16 Verizon's position that Verizon is responsible for the
17 transport to the ALEC's point of interconnection?

18 A It certainly depends on where that point of
19 interconnection is. Given what you have told me, that point of
20 interconnection, while obviously not in the local calling area
21 of the originating local caller, could be anywhere else in the
22 world.

23 Q Let's assume it is in the LATA?

24 A That helps. I am not certain what position Verizon
25 has taken in the generic docket at this Commission relative to

1 POIs and transport obligations to that POI, nor do I believe my
2 testimony in this proceeding addresses that. I am going to say
3 I don't know.

4 MR. TEITZMAN: One minute. I have a couple more
5 questions.

6 MS. FAGLIONI: Is it all right if we go off the
7 record for a few moments?

8 MR. TEITZMAN: Sure.

9 (Off the record.)

10 MR. TEITZMAN: Back on the record.

11 BY MR. TEITZMAN:

12 Q We are going to revisit competitive directory
13 assistance. Basically, what is your opinion, or what is
14 Verizon's opinion on competitive directory assistance?

15 A I believe it is allowed.

16 Q In earlier testimony, Sprint said that they would
17 allow competitive directory assistance using voice-activated
18 dialing. What is your opinion on that?

19 A I have no idea whether or not Sprint is going to
20 allow competitive DA over VAD. The two things seem mutually
21 exclusive in my mind. But if that is what Mr. Hunsucker
22 testified to or answered your question to, that is in the
23 transcript.

24 Q Earlier I asked you regarding interactive voice
25 response unit, and you said you weren't sure, is that correct,

1 if that was being utilized?

2 A At our DA platform? Is that the scenario, was
3 whether IVRU is being utilized at a Verizon DA platform, is
4 that the question?

5 Q Well, the question was when a Verizon customer in
6 Verizon's territory dials 411, are they greeted by an
7 interactive voice response unit?

8 A And I believe I said I don't know.

9 Q Right. Could the answer to that question be a
10 late-filed deposition exhibit?

11 A I can certainly find the answer to that, yes.

12 MS. FAGLIONI: If you would like, we can treat it as
13 an interrogatory question and provide an interrogatory
14 response.

15 MS. BANKS: That's fine. And for clarification
16 purposes, since it is related to this deposition, it might be
17 better to have it labeled as a late-filed deposition exhibit
18 and give it a label.

19 (Late-filed Exhibit 1 marked for identification.)

20 MR. TEITZMAN: All right. That's it, no further
21 questions.

22 MS. BANKS: Do you want to give it a label? You need
23 to label that. Just give it a short title. I don't know what
24 want to call it, Mr. Munsell.

25 MR. MUNSELL: I'm sure I will provide it to Kelly and

1 she will label it.

2 MS. BANKS: For purposes of the transcript, though,
3 while we are still on the record, if we could just call it a
4 short title.

5 THE WITNESS: IVRU inquiry.

6 MS. BANKS: That's fine.

7 MR. TEITZMAN: IVRU inquiry.

8 MS. BANKS: Any time frame you think you can have
9 that, Mr. Munsell?

10 THE WITNESS: I expect by the end of the week. Is
11 that soon enough?

12 MR. TEITZMAN: That would be fine.

13 THE WITNESS: And just to make sure I've got the
14 question right, it's going to be when a Verizon local end
15 user -- and that is Verizon Florida -- dials 411, is the end
16 user greeted by an IVRU, is that --

17 MR. TEITZMAN: That is correct.

18 THE WITNESS: Great.

19 MR. TEITZMAN: Added to that inquiry, is that IVRU
20 responsive to voice commands?

21 THE WITNESS: So then it is if so, is that --

22 MR. TEITZMAN: Correct.

23 THE WITNESS: Got it.

24 MR. TEITZMAN: I believe we are done.

25 (The deposition concluded at 2:21 p.m.)

ERRATA SHEET

DO NOT WRITE ON TRANSCRIPT - ENTER CHANGES HERE

IN RE: DOCKET NO. 010795-TP
NAME: WILLIAM MUNSELL
DATE: Tuesday, January 15, 2002

[illegible]

Under penalties of perjury, I declare that I have read my deposition and that it is true and correct subject to any changes in form or substance entered here.

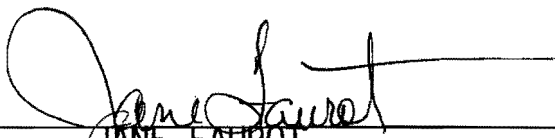
DATE _____

WILLIAM MUNSELL

1 STATE OF FLORIDA)
2 COUNTY OF LEON) CERTIFICATE OF OATH

3
4 I, the undersigned authority, certify that WILLIAM
5 MUNSELL personally appeared before me and was duly sworn.

6 WITNESS my hand and official seal this 16TH DAY OF
7 JANUARY, 2002, 2001.

8
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11 _____
12 JANE FAUROT
13 Notary Public - State of Florida
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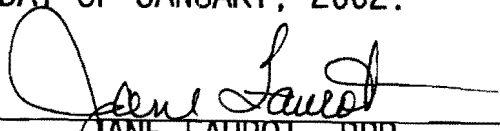
1 STATE OF FLORIDA)
2 COUNTY OF LEON)
 : CERTIFICATE OF REPORTER

3
4 I, JANE FAUROT, RPR, Chief, Office of Hearing Reporter
5 Service, Official FPSC Commission Reporter, do hereby certify
6 that I was authorized to and did stenographically report the
7 foregoing deposition at the time and place herein stated.

8 I FURTHER CERTIFY that this transcript, consisting of 29
9 pages, constitutes a true record of the testimony given by the
10 witness.

11 I FURTHER CERTIFY that I am not a relative, employee,
12 attorney or counsel of any of the parties, nor am I a relative
13 or employee of any of the parties' attorney or counsel
14 connected with the action, nor am I financially interested in
15 the action.

16 DATED THIS 17TH DAY OF JANUARY, 2002.

17
18 
19 JANE FAUROT, RPR
20 Chief, Office of Hearing Reporter Services
21 FPSC Division of Commission Clerk and
22 Administrative Services
23 (850) 413-6732
24
25

ERRATA SHEET

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2

3

IN RE: DOCKET NO. 010795-TP
NAME: WILLIAM MUNSELL
DATE: Tuesday, January 15, 2002

4

PAGE	LINE	CHANGE
5	8	19 as well as numbering standards() ...
6	12	11 change "rules" to "ruled"
7	17	15 change "barred" to "based"
8	22	25 add "as" : "and <u>as</u> such ..."
9		
10		
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20		

21 Under penalties of perjury, I declare that I have read my
22 deposition and that it is true and correct subject to any
changes in form or substance entered here.

23

1/22/02
DATE

24

25

W E Munsell
WILLIAM MUNSELL

VERIZON ARBITRATION TEXAS

DOCKET # 24306

FLORIDA PUBLIC SERVICE COMMISSION

DOCKET

NO. 010795-TP EXHIBIT NO. 14A

COMPANY/

WITNESS: Sprint/Verizon

DATE: 1-17-02

HEARING ON THE MERITS
November 29, 2001

TRANSCRIPT

TRANSCRIPT OF PROCEEDINGS

BEFORE THE
PUBLIC UTILITY COMMISSION OF TEXAS

AUSTIN, TEXAS

PETITION OF SPRINT COMMUNICATIONS)
COMPANY L.P. D/B/A SPRINT FOR)
ARBITRATION WITH VERIZON)
SOUTHWEST, INCORPORATED (F/K/A)
GTE SOUTHWEST, INCORPORATED) PUC DOCKET NO.
D/B/A/ VERIZON SOUTHWEST AND) 24306
VERIZON ADVANCED DATA, INC. UNDER)
THE TELECOMMUNICATIONS ACT OF 1996;
FOR RATES, TERMS, AND CONDITIONS)
AND RELATED ARRANGEMENTS FOR)
INTERCONNECTION)

HEARING ON THE MERITS
THURSDAY, NOVEMBER 29, 2001

BE IT REMEMBERED THAT AT approximately
9:10 a.m., on Thursday, the 29th day of November
2001, the above-entitled matter came on for
hearing at the Offices of the Public Utility
Commission of Texas, 1701 North Congress Avenue,
William B. Travis State Office Building,
Commissioners' Hearing Room, Austin, Texas 78701,
before DON BALLARD, Arbitrator; and the following
proceedings were reported by William C.
Beardmore, a Certified Shorthand Reporter of:

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APPEARANCES

1
2
3 MR. W. JEFFERY EDWARDS, Hutton &
4 Williams, Riverfront Plaza, East Tower, 951 East
5 Byrd Street, Richmond, Virginia 23219, appearing
6 on behalf of VERIZON SOUTHWEST.
7 MR. JOSEPH P. COWIN, 7301 College
8 Boulevard, Overland Park, KS 66210, KSOPKV0210,
9 (913)534-6165, appearing on behalf of SPRINT.
10 MS. BETSY TAIT, Assistant General
11 Counsel, 1701 N. Congress Avenue, 8th Floor,
12 Room 110, Austin, Texas 78701, (512)936-7275,
13 appearing on behalf of the PUBLIC INTEREST.
14
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* CONFIDENTIAL

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24	* NOT MARKED			
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1 MS. FOURNIER: Margarita Fournier,
2 with Policy Development.
3 MR. BALLARD: And, hopefully,
4 everyone saw Order No. 6 that went out, I
5 believe, yesterday which formally dismissed
6 (inaudible) from this proceeding by agreement of
7 the parties and setting the issues that are
8 still up for discussion in this arbitration -- I
9 believe, the five issues that we have remaining.
10 Okay.
11 The way I think we're going to be
12 handling the proceedings today is, one, handle
13 the procedural matters this morning, any direct
14 testimony that you want to admit that, I
15 believe, the parties have agreed to do. Then
16 we'll go directly to the hearing on the merits
17 for Issues 2 and 3 that are still in the
18 proceeding.
19 We'll have opening statements, if there
20 are any, and cross-examination of -- I believe
21 we'll start with Sprint's witness,
22 Mr. Hunsucker, and then Verizon's witness,
23 Mr. Munsell, and then go to any Staff clarifying
24 questions at that time for the two witnesses as
25 a panel, and any closing remarks and anything

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1 PROCEEDINGS
2 THURSDAY, NOVEMBER 29, 2001
3 (9:10 a.m.)
4 MR. BALLARD: Okay. We'll call to
5 order the hearing on the merits for Docket
6 No. 24306, Petition of Sprint Communications
7 Company, L.P., d/b/a Sprint for Arbitration with
8 Verizon Southwest, Incorporated (f/k/a GTE
9 Southwest, Incorporated) d/b/a Verizon Southwest
10 and Verizon Advanced, Data Inc. under the
11 Telecommunications Act of 1996 for Rates, Terms
12 and Conditions and Related Arrangements for
13 Interconnection.
14 Good morning. My name is Don Ballard,
15 and I'll be arbitrator here today. I think
16 right now that I'll just ask the rest of -- my
17 co-arbitrator to introduce herself and the other
18 Staff with the Commission here today.
19 Then we'll hear appearances from
20 everyone else.
21 MS. SHELDON: I'm Kara Sheldon,
22 with the Telecommunications Division.
23 MR. TAIT: Betsy Tait, with Legal.
24 MR. ADAIR: Marshall Adair,
25 Telecommunications Division.

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1 else we need to decide or introduce into
2 evidence for the day. Does that sound
3 reasonable?
4 MR. COWIN: Joseph Cowin, for
5 Sprint Telecommunications Company, L.P., 7301
6 College Boulevard, Overland Park, Kansas -- and
7 I'll get you a card -- and Don Low for Sprint as
8 well.
9 MR. EDWARDS: Good morning. My
10 name is Jeff Edwards, with the law firm of
11 Hunton & Williams, representing Verizon
12 Southwest.
13 MR. BALLARD: Okay. Any
14 unresolved procedural matters that we need to
15 address at this time?
16 MR. COWIN: It's not really
17 unresolved. We filed one last set of data
18 requests, and Verizon has objected to them. We
19 will withdraw those data requests.
20 I can't remember which number it is,
21 whether it's 6 or 7, but the last one we filed.
22 They filed an objection last week. So we'll
23 just withdraw that, and then that will end that
24 matter.
25 MR. EDWARDS: Thank you,

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1 Mr. Cowin. I think it's 6, too.
2 MR. BALLARD: Okay. If there is
3 nothing else, then we will just go to accepting
4 any exhibits in evidence that you want to submit
5 at this time. I think, Sprint, we'll go with
6 you first. Any testimony you have for issues
7 that we're going to accept on the briefs and in
8 written prefiled testimony for Issues 5, 15 and
9 22?
10 MR. COWIN: Yes. The only -- for
11 Issue 5, resold vertical features, we have the
12 direct testimony, which we will mark as Sprint
13 Exhibit A.
14 (Sprint Exhibit A was marked)
15 MR. COWIN: And this is the direct
16 testimony of Thomas G. McNamara.
17 And Mr. Edwards and I have agreed that -- I
18 believe we've agreed -- this testimony can go in
19 without cross-examination.
20 I will also give you, on Issue 5, the
21 rebuttal testimony of Mark Felton, which we'll
22 mark as Sprint Exhibit B.
23 (Sprint Exhibit B was marked)
24 MR. COWIN: And, again, we've
25 agreed that this can go in without

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1 cross-examination. Do you want to do
2 Mr. Hunsucker's testimony now -- distribute it?
3 MR. BALLARD: You can go ahead and
4 distribute it. We'll see if there's any
5 objection to that.
6 MR. COWIN: What I'd do is mark it
7 as "C" and "D." The direct testimony is C, and
8 the rebuttal is D.
9 (Sprint Exhibits C and D marked)
10 MR. BALLARD: Which is exhibit --
11 the direct is going to be Exhibit C.
12 MR. COWIN: Correct.
13 MR. BALLARD: The rebuttal will be
14 D.
15 MR. COWIN: That is all the
16 testimony that we will have.
17 MR. BALLARD: Okay. So I take it
18 that Exhibit A is for Issue 5; Exhibit B is for
19 the other issues?
20 MR. COWIN: Exhibit A is for Issue
21 5. Exhibit B is for Issue 5 as well.
22 Mr. Felton adopted the testimony of
23 Mr. McNamara. Exhibit C and D are for Issues 2
24 and 3.
25 MR. BALLARD: So for the other

Page 1

1 issues, you're just going to argue those on the
2 briefs?
3 MR. COWIN: For Issue 15, we do
4 not have testimony, and we will argue that on
5 the brief. For Issue 22, we do not have
6 testimony, and we will argue that on the brief.
7 Correct. All the other remaining issues have
8 been settled in one fashion -- settled or
9 withdrawn.
10 MR. BALLARD: Would you like to
11 move for the admission of Exhibits A and B at
12 this time?
13 MR. COWIN: Yes. I move that
14 Exhibits A and B be admitted into the record.
15 MR. EDWARDS: No objection.
16 MR. BALLARD: Okay. They are so
17 admitted.
18 (Sprint Exhibits A and B admitted)
19 MR. BALLARD: Does Verizon have
20 exhibits it wishes to mark at this time?
21 MR. EDWARDS: Yes, Mr. Ballard.
22 Thank you. Exhibit 1 will be the direct
23 testimony of John Ries, which will address
24 Issues 15 and 22.
25 (Verizon Exhibit 1 was marked)

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1 MR. EDWARDS: Let me note for the
2 record that Mr. Ries' direct testimony, in
3 addition to addressing Issues 15 and 22, also
4 address Issue 19, which has been withdrawn or
5 resolved. And what we have done is just, with a
6 black Magic Marker, marked that portion of the
7 testimony out.
8 Verizon Exhibit 2 is the direct
9 testimony of Mr. Terry Dye, which addresses
10 Issue 5.
11 (Verizon Exhibit 2 was marked)
12 MR. EDWARDS: Verizon Exhibit 3 is
13 the rebuttal testimony of Mr. Dye, also
14 addressing Issue 5.
15 (Verizon Exhibit 3 was marked)
16 MR. EDWARDS: While I'm
17 distributing it, I'll go ahead and distribute
18 Mr. Munsell's testimony now also.
19 (Verizon Exhibit 4 was marked)
20 MR. EDWARDS: Exhibit 4 is the
21 direct testimony of William Munsell and attached
22 exhibits, which addresses Issues 2 and 3.
23 And, then, Verizon Exhibit 5 is the
24 rebuttal testimony of Mr. Munsell, which also
25 addresses Issues 2 and 3.

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Page 15

1 (Verizon Exhibit 5 was marked)
2 MR. EDWARDS: At this time, I
3 would move for the admission into the record of
4 Verizon Exhibits 1, 2 and 3.
5 MR. BALLARD: Any objections?
6 MR. COWIN: No objection.
7 MR. BALLARD: Okay. It's so
8 admitted.
9 (Verizon Exhibits 1-3 admitted)
10 MR. BALLARD: Anything else at
11 this time?
12 MR. COWIN: Do you want to do your
13 other exhibits and the confidential stuff, or do
14 you want to wait?
15 MR. EDWARDS: Let's wait.
16 MR. COWIN: Okay.
17 MR. BALLARD: Okay. Then we will
18 move on to the hearing on the merits for Issues
19 2 and 3, and we'll turn to Sprint first for
20 their case.
21 MR. COWIN: We would like to call
22 Mr. Michael Hunsucker.
23 MR. EDWARDS: I'm assuming,
24 Mr. Cowin, you're going to waive your opening?
25 MR. COWIN: Do you want to do

1 contained in those testimonies, would your
2 answers be the same?
3 A Yes.
4 Q All right. Are your answers true and
5 complete to the best of your knowledge?
6 A Yes, they are.
7 Q Do you have any additions, corrections
8 or deletions to this testimony?
9 A No, I do not.
10 MR. COWIN: The witness is
11 available for cross-examination.
12 CROSS-EXAMINATION
13 BY MR. EDWARDS:
14 Q Good morning, Mr. Hunsucker.
15 A Good morning.
16 Q My name is Jeff Edwards, and I'm
17 representing Verizon Southwest. We're seated
18 sort of next to each other, and it's kind of
19 like having a dinner table conversation.
20 Let me ask you at the beginning,
21 Mr. Hunsucker -- in Texas, what's the name of
22 the Sprint entity that operates as a CLEC?
23 A The legal name, I believe, is Sprint
24 Communications, L.P.
25 Q Is it Sprint Communications Company,

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Page 16

1 opening? Can we go off the record for just a --
2 MR. BALLARD: Certainly. Can we
3 go off the record?
4 (Off the record)
5 MR. BALLARD: Okay. We're back on
6 the record, and the parties have agreed to waive
7 opening statements today.
8 PRESENTATION ON BEHALF OF SPRINT
9 COMMUNICATIONS COMPANY, L.P.
10 MICHAEL R. HUNSUCKER
11 after being first duly sworn, testified as
12 follows:
13 DIRECT EXAMINATION
14 BY MR. COWIN:
15 Q Mr. Hunsucker, do you have in front of
16 you a copy of your direct testimony, which has
17 been marked for purposes of this proceeding as
18 Sprint Exhibit C?
19 A Yes, I do.
20 Q And do you have in front of you a copy
21 of your rebuttal testimony, which for purposes
22 of this proceeding has been marked as Sprint
23 Exhibit B?
24 A Yes, I do.
25 Q If I were to ask you those questions

1 L.P.?
2 A Yes, I think that's correct.
3 Q What's the name of the Sprint entity
4 that operates as an IXC?
5 A Sprint Communications Company, L.P.
6 Q The same company?
7 A Yes.
8 Q Now, if you would, let's go back to the
9 time prior to 1996, before there was a CLEC for
10 Sprint. Let's assume that Sprint's operating in
11 Texas as an IXC. All right, sir?
12 A Okay.
13 Q You would agree with me that at that
14 time Sprint operated an operator services
15 platform?
16 A Yes. We provided operator services to
17 end-user customers, yes.
18 Q And you provided that service as an
19 IXC?
20 A We provided it as an IXC. That's
21 correct.
22 Q And at that time prior to the time
23 there was a Sprint CLEC, you would agree with me
24 that to get access to end users who were Verizon
25 customers, Sprint would lease access trunks from

Page 17

1 Verizon. Is that correct?
2 A Yes. We purchased access trunks from
3 Verizon to carry the 00- traffic to our operator
4 services platform, which at that point in time
5 was predominantly -- and probably 99-plus
6 percent of that was what we considered to be
7 access, and it was prior to us looking to
8 implement the 00- product that carries local
9 traffic today.
10 Q Now, when you said that it carried the
11 00- traffic prior to the time there was a CLEC,
12 what you mean there is 00- traffic that is IXC
13 traffic or access traffic?
14 A It was at that point in time -- as I
15 said, you know, 99-plus percent of that was what
16 would be considered access traffic, yes.
17 Q And 00- -- can you explain to the Staff
18 and the arbitrators here what 00- is?
19 A Yeah. 00- is simply a dialing
20 mechanism where any customer as an end user can
21 touch "00" -- assuming they have a Touch Tone
22 phone -- dial "00" on their phone, and then that
23 is routed to the end-user's presubscribed
24 interexchange carrier.
25 It's just a way of getting access to

Page 18

1 the operator service platform of the
2 interexchange carrier.
3 Q I may have asked you that. But when
4 that "00" is punched in, the traffic is routed
5 over an access trunk. Right?
6 A It's routed over what traditionally has
7 been labeled an "access trunk."
8 Q And was that traffic also routed
9 through a switch?
10 A Well, when you say "through a switch,"
11 are you talking about through a Verizon switch
12 or through a Sprint switch?
13 Q Well, my question really is whether
14 it's routed through a Sprint switch.
15 A Yes. It goes to a Sprint DMS-250
16 switch, yes.
17 Q And that DMS-250 switch is a switch
18 owned by Sprint operating as an IXC. Correct?
19 A It's owned by Sprint Communications
20 Company, L.P., which today in Texas operates as
21 both an interexchange carrier and a CLEC.
22 Q Let me take you back to the assumption
23 that we're operating under -- is that we're
24 operating in the pre-'96 period or the
25 pre-Sprint CLEC period, and when Sprint

Page 19

1 Communications L.P. was only an IXC, and if it
2 owned the switch, then obviously it owned the
3 switch only as an IXC. Right?
4 A Prior to 1996, that would be correct,
5 yes.
6 Q And prior to the time there was a
7 Sprint CLEC and 00- traffic was carried by
8 Sprint, it was done without an interconnection
9 agreement with Verizon. Right?
10 A That's correct. It was done pursuant
11 to a tariff.
12 Q And the tariff that it would have been
13 pursuant to would have been an access tariff of
14 some sort. Right?
15 A Yes. It would have either been an
16 interstate or intrastate access tariff.
17 Q And for those calls that we've been
18 talking about, you would agree with me that
19 Sprint paid access charges?
20 A Yes.
21 Q And Sprint paid those access charges to
22 Verizon based on the routing of the call to the
23 Sprint operator services platform. Correct?
24 A No. I wouldn't agree with that. It's
25 not based on the routing to the operator service

Page 20

1 platform.
2 It was based on the end-to-end nature
3 of the call that went to the operator service
4 platform. It could be an interstate or it could
5 be intrastate, and routing the facilities it
6 routed over had nothing to do with whether it
7 was interstate or intrastate.
8 Q You say in your response there that
9 it's based on the end-to-end nature of the call.
10 You would agree with me that Verizon doesn't
11 have any idea where the call goes after it
12 reaches the Sprint operator services platform.
13 Correct?
14 A That's correct. And that's why Verizon
15 today, to my understanding, uses PIU factors to
16 bill Sprint for that traffic -- some portion at
17 interstate and some portion at intrastate.
18 Based on the traffic that they can
19 measure, they use that as a surrogate to bill
20 00-.
21 Q But when Verizon cuts an access record,
22 it does so based on how the call travels to the
23 operator services platform regardless of where
24 the call went after it reached the operator
25 services platform. Correct?

Page 21

1 A Restate that question, because I want
2 to be sure I answer it correctly.
3 Q Let's go back -- let's go back and
4 remember where we are now. We are talking about
5 prior to Sprint CLEC days.
6 A Right.
7 Q All right? And the Verizon end user
8 uses 00. Traffic is routed over an access trunk
9 to a Sprint operator services platform. All
10 right? Are you with me?
11 A Yeah, I'm with you.
12 Q From Verizon's perspective, that's all
13 Verizon needs to know in order to cut an access
14 record. Correct?
15 A Yes. I would agree that -- excuse
16 me -- that at that point it was access and it
17 was Verizon creating an access record, yes.
18 Q And it did so regardless of where the
19 traffic went after it reached the operator
20 services platform. Correct?
21 A As far as record creation, that's true,
22 but as far as billing of that record, that is
23 not -- I don't think that's necessarily true,
24 because, again, you've applied PIU factors to
25 that access record.

Page 22

1 Q Actually, Verizon hasn't. Sprint is
2 applying PIU --
3 A Probably pre-'96 we provided the PIU
4 factor. My understanding today is that Verizon
5 does not rely on Sprint's PIU factors. It
6 develops a surrogate off of other Feature
7 Group D traffic that it applies to that. That's
8 the understanding that I have today.
9 Q All right. But, remember, we're still
10 talking about pre-Sprint CLEC days. All right?
11 A Now, the "00" we've been talking about,
12 is that a CIC -- a carrier identification code?
13 A Well, I'm not sure I understand that
14 question. Is "00 a CIC code"?
15 Q Well, let me ask --
16 A Is that the question?
17 Q Yes.
18 A I don't think -- no. 00 itself is not
19 a CIC code, no.
20 Q Well, what is a CIC code, then?
21 A I believe it stands for "carrier
22 identification code." It's one field in the
23 record that's created whenever an access record
24 is created, but 00 itself is not a CIC code.
25 Q There has to be more added to it?

Page 23

1 A Well, whatever the carrier's
2 identification code is what's put in the record.
3 Q All right. And would you agree with me
4 that the CIC is a mechanism that allows Verizon
5 to identify the carrier of a code and to tell
6 Verizon which trunks to route a code to?
7 A I don't know if -- I can't answer the
8 question, whether it's for routing. It does
9 allow you to know which carrier to bill access
10 to, but I don't know that the CIC code is used
11 in the routing.
12 I don't know if it's the presubscribed
13 carrier code -- not the presubscribed carrier
14 code -- but the presubscribed carrier or whether
15 it's the CIC code that does the routing. I
16 don't know the answer.
17 Q Well, you would agree with me that the
18 CIC is assigned based on who the presubscribed
19 carrier is?
20 A Yes. It's associated with the
21 presubscribed carrier. That's correct.
22 Q So if there is an end user that's
23 presubscribed to Sprint Long Distance, then
24 there is a code -- a CIC -- that identifies that
25 end user with Sprint as it's long distance

Page 24

1 carrier?
2 A Yes.
3 Q Would you agree with me that the CIC by
4 itself doesn't tell Verizon what the
5 jurisdiction of the call is?
6 A No. The CIC only tells you which
7 carrier to bill the call to. It does not tell
8 you the jurisdiction of the call.
9 Q Now, certainly Issue 3 and I think
10 Issue 2 also relates to a product that Sprint
11 has proposed in its testimony, and it's
12 sometimes called "00 Voice Activated Dialing"?
13 A Yes, that's correct.
14 Q And that's a service that Sprint
15 doesn't offer yet. Right?
16 A No, it is not a service that we offer
17 in the market today. It is currently being
18 tested, but it is not generally available to end
19 users in Texas today.
20 Q Actually, if would you look at Page 10
21 of your direct testimony for a minute -- are you
22 there?
23 A Yes.
24 Q On Line 8 on that page, you say,
25 "Sprint has developed a voice activated dialing

Page 25

Page 27

1 product." And on the same page on Line 21, you
2 say, "Sprint is developing a product using voice
3 activated dialing."

4 Is it a product that's being developed,
5 or is it a product that has been developed?

6 A Let me look. Just a minute. I want to
7 look at how I used that in these statements.

8 Q Yes, sir.

9 A I think the real answer is that Sprint
10 has developed a product, but it's currently in
11 the testing stages of that product. So it's not
12 ready to go to market, you know, today. It will
13 be ready to go to market shortly after the first
14 of the year.

15 Q All right. With respect to this
16 product, it will be offered -- if I understand
17 it correctly, it's offered only to end users who
18 are presubscribed to Sprint, the IXC. Is that
19 correct?

20 A The product itself would be offered to
21 our long distance customers -- the local product
22 would be offered to our long distance customers,
23 because only our customers can access us using
24 the 00- dialing code.

25 Q So is it fair to say, then, that it's

1 whomever on a voice basis.

2 Then the system translates that into
3 the number to which that call will be completed,
4 and then Sprint will complete that call to
5 wherever the customer's voice instructs the
6 system to complete that call.

7 Q All right. So going back to my
8 question, which was, "What code is dialed by the
9 end user," they would dial the exact same code
10 that they would dial to make a long distance
11 call?

12 A Yes. They can use that same code to
13 make a long distance call or make a local call,
14 and that's the whole essence of our argument
15 here -- is it can be used to do both. And if
16 it's a local call, then we want to treat it like
17 a local call and not subject to access to calls
18 local.

19 And if it's a long distance call, we're
20 not trying to avoid paying access charges on
21 long distance. We have always agreed that we
22 would pay access on it. We are only looking to
23 not pay access on traffic that's not access.
24 It's local.

25 Q And then once that code is dialed, the

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1 an access customer feature product of some sort?

2 A No. I wouldn't characterize it as
3 that. I would characterize it as an end user
4 determining to use -- has made a decision to use
5 Sprint to provide a local -- a value-added
6 feature to their local service.

7 Q But it's only available to Sprint long
8 distance customers. Correct?

9 A Right, because that's all that can
10 access it using the 00- dialing code. That's
11 correct.

12 Q Now, I want to make sure I understand
13 how this product works. The Verizon end user
14 who's presubscribed to Sprint Long Distance will
15 dial "00" to use this voice activated dialing
16 product. Right?

17 A Yes. The end user will dial "00" on
18 their phone. There will be a point in that call
19 setup where Sprint will determine, "Is this
20 customer subscribing to our voice activated
21 dialing product." And if they are, then that
22 call will be sent to the voice activated dialing
23 platform where the end user can instruct the
24 system by saying -- you know, if he wants to
25 call home -- "Call home, call mom" -- call

1 call is routed over the exact same access trunks
2 or the exact same type of access trunks that the
3 call was routed over prior to the time Sprint
4 was a CLEC. Correct?

5 A Well, when you say "over the exact same
6 access trunk," I guess that's a definitional
7 problem we have, because that trunk or facility
8 can be used for both local and long distance or
9 access traffic.

10 So you're calling it an "access trunk"
11 because that's what it's traditionally been
12 called. Our way of looking at that is that it's
13 more than an access if we're putting local calls
14 on it. It's both a local and an access trunk.

15 Q Well, you would agree with me that
16 prior to the time Sprint was a CLEC, you called
17 it an "access trunk," too. Correct?

18 A Yeah. Prior to the time we were
19 putting local traffic on it, sure, you can call
20 it an "access trunk." That's all that was going
21 over it.

22 Q Everybody called it an "access trunk"?

23 A Yes.

24 Q And now Sprint doesn't want to call it
25 an access trunk any more. Correct?

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1 A Well, we want to call it an "access
2 trunk" for the access traffic that goes over it.
3 We want to call it a "local trunk" when local
4 traffic goes over it. I mean, it's the same
5 facility. But, again, in other states, Verizon
6 has tried to make us look like we're trying to
7 get around paying access charges or avoid access
8 charges.
9 I think they even stated that here.
10 We're not trying to avoid access charges on
11 access traffic. If it's access traffic, we'll
12 pay access charges. This is local traffic that
13 Verizon would have been completing over their
14 network before that is now being completed by
15 Sprint.
16 And when Verizon completes that call
17 for their end user today, they basically receive
18 no incremental compensation from the end user,
19 and we're willing to pay for Verizon to
20 terminate that traffic, and we've also agreed on
21 the originating side that we would pay for the
22 transport, because we recognize that there is
23 some incremental cost of transport to get that
24 call to our network.
25 So, you know, the compensation to

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1 Verizon is actually greater if we handled the
2 call than if they do it themselves.
3 Q You prepared well, Mr. Hunsucker. I
4 understand you're trying to get all your points
5 in here on my early questions. I promise that
6 we're going to get to compensation in a minute,
7 and you can make those points at that time.
8 Let's just talk about how the call is
9 routed right now. All right, sir? You dial
10 "00" for your voice activated dialing product.
11 And I don't want to go back through this again,
12 but I think you've agreed that it's over the
13 same facility as the call traversed prior to the
14 time this product was offered.
15 It went through -- and this call will
16 also go through that same Sprint switch that we
17 discussed earlier prior to reaching the operator
18 services platform. Correct?
19 A That's correct, yes.
20 Q And that same switch is still owned by
21 Sprint Communications Company L.P. Correct?
22 A Sprint Communications Company, L.P. an
23 IXC and CLEC in Texas, yes.
24 Q Then that call goes to Sprint's
25 operator services -- "that call" being the voice

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1 activated dialing call that we're now talking
2 about, the product that Sprint wants to roll
3 out. That same call then goes to Sprint's
4 operator services platform. Correct?
5 A No.
6 Q Where does it go, then?
7 A Okay. If it's a 00- call, again, there
8 is a decision point and that call process, prior
9 to it getting to the operator service platform,
10 says, "Is this a voice activated dialing
11 customer or not"?
12 And if it is a VAD customer -- I will
13 abbreviate to "VAD" for voice activated dialing.
14 If it's a VAD customer, then that call goes to
15 the VAD platform where it is then routed out
16 back through the 250 to the public network.
17 It never hits the operator service
18 platform at that point unless the customer that
19 makes the VAD call specifically says, "Call the
20 operator." Then it would go to the operator
21 service platform.
22 Q And does it go to the VAD platform --
23 is this decision point that you're talking
24 about -- does that occur after it goes through
25 that Sprint switch we've been talking about?

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1 A After it goes through the 250, yes.
2 Q So you would agree with me that for the
3 "00" call that was placed prior to the time that
4 Sprint was a CLEC and the "00" call that's
5 placed after Sprint is a CLEC, whether it's a
6 long distance call or what you call a "local
7 call," from Verizon's perspective, that call
8 looks exactly the same up until the time it
9 reaches either the VAD platform or the operator
10 services platform?
11 A The call itself will look exactly the
12 same. But, again, with what we're proposing as
13 far as compensation on this call being done
14 after the billing occurs, then, you know, a
15 month in arrears, then it really has no impact
16 on how the billing would occur or how call
17 records need to be changed or any of that.
18 Q You would agree with me that from
19 Verizon's perspective, it has no way of knowing
20 what the jurisdiction of the call is, whether
21 it's a VAD product or a long distance call?
22 A Well, you have no way of knowing today
23 other than it's an access call. You still don't
24 know the jurisdiction of whether it's interstate
25 or intrastate.

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1 Q It's exactly the same as it was prior
2 to the time Sprint was a CLEC in that respect.
3 Is that right? Answer my question --
4 A Okay. I will. Ask the question again,
5 then.
6 Q With respect to my question, it looks
7 exactly the same from Verizon's perspective in
8 terms of not being able to know the jurisdiction
9 of the call if it's part of the VAD product,
10 just as Verizon didn't know the jurisdiction of
11 the call prior to the time Sprint was a CLEC?
12 A The answer is "yes." Prior to the time
13 we were a CLEC, we provided a PIU factor to bill
14 interstate and intrastate. Now, we will provide
15 you with a PIU factor and an PLU factor that
16 will then take the intrastate portion of that
17 and separate it between access and local.
18 Q Let me ask you to look at Page 11 of
19 your testimony, Lines 1 and 2. In Line 2, here
20 you're talking about how the call travels -- the
21 VAD product -- the "00" VAD product. In Line 2,
22 you say that, "It's routed through a Verizon end
23 office over trunks that are interconnected to
24 the Sprint network."
25 Now, if you had written this testimony

1 Q There is no intercarrier agreements and
2 no intercarrier corrections. It's a local call
3 pursuant to whatever the applicable tariff is in
4 this state. Right?
5 A That's correct, yes.
6 Q Okay. Now, let's take the situation
7 in -- a competitive or a wholesale situation,
8 for example. All right, sir? At some point
9 between the placing of the call and the
10 terminating of the call, there is another
11 carrier involved of some type. All right?
12 A Okay.
13 Q Would you agree with me that, at that
14 time, the call either has to be a call that
15 becomes subject to reciprocal compensation or
16 subject to access charges of some sort?
17 A If the -- let me make sure I
18 understand. You're saying that the customer to
19 which the call terminates is another local
20 exchange carrier, either a CLEC or an ILEC in
21 this case. Is that correct?
22 Q That's correct.
23 A Then there could be a -- well,
24 obviously, the only traffic that would go to
25 that customer would be local traffic, in that

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1 prior to the time Sprint was a CLEC, "trunks"
2 there would have been access trunks. Correct?
3 A It would have been trunks used for
4 access traffic.
5 Q And just because this is now -- you're
6 now routing a VAD product, it's still being
7 routed over the same trunks. Right?
8 A It is still the same trunks. It will
9 handle both local and access traffic.
10 Q All right. Let's talk definitions for
11 a minute. In several of your answers to my
12 questions, Mr. Hunsucker, you've talked about
13 local calls. Right?
14 A Yes.
15 Q Prior to the time -- let's say that --
16 let me back up. Let's take a Verizon end user
17 in a local calling area. That Verizon end user
18 places a call within the same local calling area
19 to another Verizon end user. All right, sir?
20 We would agree that that's a local call. Right?
21 A Yes, we would agree that that's a local
22 call.
23 Q For competitive or wholesale purposes,
24 there is no other carriers involved. Right?
25 A That's correct.

1 scenario, that would be subject to reciprocal
2 compensation.
3 Q And I didn't mean to limit it that it's
4 terminating in that same local calling area.
5 Let's just assume that a call originates in one
6 place and terminates in another, and there's
7 another carrier involved.
8 There's only two choices. Right? It's
9 either got to be subject to recip comp or it's
10 got to be subject to some access charges of some
11 sort. Is that right?
12 A Generally that's true, yes.
13 Q Okay. But when you use the term
14 "local" in the answers that you've been giving,
15 you don't use that term synonymously with recip
16 comp calls, do you?
17 A No, we do not, because they are not
18 synonymous terms. What you have to look at --
19 and I think what Verizon is doing here is
20 looking at a very literal reading of the
21 definition of "recip comp" in the FCC rules that
22 says, "Originate on one carrier's network and
23 terminate on an another carrier's network," and
24 that's what is subject to recip comp.
25 Everything else is subject to access.

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1 I don't believe that's correct. You've
2 still got to look at the jurisdiction of the
3 call to determine if it's local or whether it's
4 a toll call. You can't be subject to access if
5 it's a local call. So, you know, you can take a
6 very literal reading of the FCC rule and say,
7 "It's not recip comp," because in the case of
8 Sprint's VAD product, it doesn't originate on
9 one network and terminate on another, but it's
10 definitely not access, either, because it's not
11 a toll call.

12 If I call my neighbor next door using
13 Sprint's VAD product, that's not a toll call
14 subject to access. So what Sprint has
15 proposed -- I may be jumping ahead to your
16 compensation again -- but what Sprint has
17 proposed on compensation is, the network that
18 we're using -- that Verizon is incurring cost to
19 terminate that call -- is the same network that
20 would occur under recip comp. It's switching
21 and transport.

22 So we're willing to compensate based on
23 TELRIC. You know, we don't have to call it
24 "recip comp." It just happens to be the same
25 elements. We can call it whatever, but that

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1 call is definitely a local call and should not
2 be subject to access charges.
3 Q Well, I disagree with you. We can just
4 call it "whatever." That's why I asked you the
5 questions that I posed to you. We've either got
6 to call it a Verizon-to-Verizon local call under
7 the tariff -- that was the first scenario I
8 described to you -- and then the second scenario
9 I described to you, Mr. Hunsucker, involved
10 another carrier -- we can call it "Sprint
11 Communications, L.P." -- and it's either a recip
12 comp call -- I thought you agreed with me that
13 it's either a recip comp call or an access call.
14 A I said "generally, that was true."
15 Q Well, would you agree with me, then,
16 that what you're proposing here is that it's not
17 a local call, as I have defined it, nor is it a
18 recip comp call, nor is it an access charge
19 call? You would agree with me that it's not any
20 of those three categories?
21 A Well, I don't agree with you that it's
22 not a local call. I mean, I think we've got a
23 definitional problem over what's local. I do
24 agree with you that it's not access. But it is
25 a local call, and we are using the same elements

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1 for recip comp.

2 Q In your opinion, is it a recip comp
3 call?

4 A In my opinion, if you want to read the
5 FCC rule literally, the answer is "no." But
6 we're using the exact same elements to terminate
7 that traffic, and that's the appropriate
8 elements and compensation that should be used to
9 terminate this traffic.

10 Q When you say -- if you want to
11 technically use the definition of "recip comp,"
12 are you referring there to Rule 51.701(e)?

13 A I think that's the rule.

14 Q I can get you a copy if you need it.

15 A I may have one here.

16 MR. EDWARDS: Let me go ahead and
17 pass one out. I've passed out a copy of
18 51.701(e). I don't see a need to mark this.
19 Let me make a representation. This rule was
20 modified slightly by the ISP remand order
21 recently. In (e), the second line from the
22 bottom, the word "local" is deleted, but,
23 otherwise, this rule remained the same.

24 BY MR. EDWARDS:

25 Q Is this the rule -- Mr. Hunsucker, do

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1 you have this in front of you?

2 A Yes, I do.

3 Q This is the rule that -- if I
4 understand your testimony, you're saying that
5 technically the "00" VAD product call that we've
6 been talking about doesn't fit this definition
7 of reciprocal compensation. Correct?

8 A Just one second. I want to look at one
9 thing real quick.

10 Q All right, sir.

11 A This definition says that "arrangement
12 between two carriers where it originates on one
13 carrier's network and terminates on another
14 carrier's network." "A VAD call will transit
15 through the Sprint network, but it originates
16 and terminates both on Verizon's network."

17 Let me say that it could terminate on
18 Verizon's network. It could also terminate on a
19 CLEC's network.

20 Q That's a different situation than what
21 we're addressing here. Right?

22 A Well, a different situation than what
23 your example was, yes.

24 Q All right. Now, let me ask you to look
25 at Page 4, Lines 5 and 6 of your testimony.

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1 A Okay.

2 Q You say there that, "Verizon

3 erroneously believes that a call must originate

4 and terminate on two different carriers'

5 networks in order for the call to be

6 jurisdictionally local." Do you see that?

7 A Yes.

8 Q Now, we just looked at 51.701(e). You

9 would agree with me, assuming that that is

10 Verizon's belief, that it's true that it must

11 originate and terminate on two different

12 networks to be subject to recip comp. Correct?

13 A But that's not what I'm saying here.

14 I'm talking about how you determine the

15 jurisdiction of whether it's local or access,

16 not whether it's subject the 51.701(e) or not.

17 What happens in this case -- I mean,

18 from what I believe Verizon believes, a call

19 then that would originate on their network and

20 terminate on their network that never passed

21 through Sprint's VAD shouldn't be local either.

22 Q Well, do you have the Sprint proposed

23 contract language there with you?

24 A No, I do not.

25 MR. EDWARDS: Can we go off the

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1 record for just a minute?

2 MR. BALLARD: Yes. We'll go off

3 the record.

4 (Off the record)

5 MR. BALLARD: We'll go back on the

6 record.

7 BY MR. EDWARDS:

8 Q Mr. Hunsucker, do you have in front of

9 you now what's Sprint's contract language in its

10 proposed Section 1.1.2?

11 A Yes, I do.

12 Q And let me put this back into context.

13 I had referred you to your direct testimony on

14 Page 4, Lines 5 through 6. In fact, in numerous

15 places in your testimony you talk about local

16 traffic.

17 In Sprint's proposed 1.1.2, it says,

18 "Sprint shall only be required" -- this is

19 Sprint's proposed language. Make sure that I'm

20 reading this correctly -- "shall only be

21 required to compensate Verizon for the delivery

22 of such local traffic terminated on the Verizon

23 network pursuant to the reciprocal compensation

24 provisions of this agreement." Do you see that?

25 A Yeah, I see that statement. Yes.

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1 Q And that's Sprint's proposed contract

2 language. Correct?

3 A That's my understanding, yes.

4 Q So it seems to me, under the contract

5 language Sprint has proposed, that local traffic

6 must be traffic subject to reciprocal

7 compensation. Do you agree with that?

8 A I agree that what we've agreed to do

9 here is pay reciprocal compensation for the

10 delivery of local traffic. And, again, we

11 believe 00-, when used to complete a local call,

12 is local traffic.

13 And we're agreeing to treat, under the

14 contract, that as reciprocal compensation

15 because those are the elements of the network

16 that Verizon is using to terminate that call for

17 us.

18 Q But you would agree with me that -- I

19 think you already have agreed with me -- that

20 the traffic that we've talked about doesn't fit

21 the definition of "reciprocal compensation."

22 Correct?

23 A Well -- and that's exactly what we

24 structured -- we structured this language the

25 way we so that the definition of "local traffic"

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1 would capture 00-, and the compensation we're

2 agreeing to pay is the same as the reciprocal

3 compensation in the FCC rule.

4 Q Well, with respect to the compensation

5 you've offered to pay, you've offered to pay, I

6 believe, according to your testimony,

7 originating costs incurred by Verizon for this

8 traffic. Is that correct?

9 A For transport cost, because we realize

10 that there may be some incremental cost to

11 transport that call from the Verizon network to

12 the Sprint network, yes.

13 Q You would agree with me that your

14 contract language here in 1.1.2 doesn't reflect

15 that offer. Correct?

16 A It's not stated in this particular

17 section. I don't know if it's anywhere else in

18 the contract.

19 Q Well, there is no such thing as

20 originating reciprocal compensation, is there?

21 A No. There's no such thing as

22 originating reciprocal comp. Again, though, our

23 offer is to pay for on the originating side.

24 Q Well, I understand that that's what

25 you're saying here today, but your contract

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1 language that I'm pointing to you says that
2 you're going to pay pursuant to reciprocal comp
3 provisions. Correct?
4 A This language says that. Again, I'm
5 not sure -- you know, I don't review all these
6 contracts or read all of these contracts. I
7 don't know if there's other language that has
8 been suggested anywhere else in the contract to
9 cover the originating side or not.
10 Q Well, let me represent to you that
11 what's supposed to be here in this JDPL is the
12 contract in dispute -- contract language in
13 dispute. I don't know of any other language
14 that reflects any payments to Verizon other than
15 pursuant to the reciprocal comp provisions for
16 this traffic, Mr. Hunsucker.
17 MR. COWIN: Well, I will object.
18 That's not a question.
19 MR. BALLARD: Okay. Can we have a
20 question?
21 MR. EDWARDS: I'll withdraw it.
22 BY MR. EDWARDS:
23 Q But you would agree with me that there
24 is no such thing as originating reciprocal comp.
25 Right?

1 for a minute that Sprint loses this issue -- all
2 right? -- and that a "00" VAD call is not deemed
3 to be a local call -- whatever a local call
4 is -- does Sprint still have a
5 multi-jurisdictional trunk issue with Verizon?
6 A I think there may be -- I think we
7 would still have a multi-jurisdictional trunk
8 issue, because this is only one product that
9 we're really looking at.
10 There may be others that come up that
11 we develop downstream that we want to be able to
12 utilize network efficiencies of being able to
13 combine that traffic. It's highly inefficient
14 and uneconomic for us if we have to come in and
15 establish all these separate trunks groups to
16 carry local apart from interexchange traffic.
17 So to say the issue goes away if we
18 lose 00-, I'm not sure that's necessarily true.
19 Q All right. Let me ask you to look back
20 again at the language in your proposed 1.1.2.,
21 the first sentence.
22 A Okay.
23 Q The first sentence says, "Sprint will
24 identify to Verizon the traffic delivered on the
25 combined trunk group as intrastate intraLATA or

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1 A No. Recip comp only applies on the
2 terminating side. That's correct.
3 Q We've got -- Sprint has raised two open
4 issues here-- one really having to do with the
5 "00" VAD product and one that's called a
6 "multi-jurisdictional trunk" issue, and I want
7 to see if I can clarify Sprint's position on
8 something.
9 You would agree with me that, in some
0 states and perhaps in this state also, one of
1 these issues has been called "local over
2 access." Is that correct?
3 A Yes.
4 Q And in Sprint's view, as you've stated
5 several times this morning, when a "00" VAD
6 product is used and the "00" code is dialed and
7 the call ultimately is going to be terminated
8 within the same local calling area as it is
9 originated, it's Sprint's belief that that's a
0 local call that it wants to carry over an access
1 trunk or what was an access trunk, and that's
2 where the term "local over access" came up.
3 Correct?
4 A Yes.
5 Q If Sprint -- if you would assume for me

1 interLATA access" -- is that correct -- or
2 "interstate access or local traffic."
3 A Yes, that's correct.
4 Q That's the full sentence. Right?
5 A Yes.
6 Q But the contract doesn't specify how
7 Sprint is going to do that. Correct?
8 A I don't know.
9 Q Let's say that there are -- let's put
10 the "00" VAD product aside for a minute. We're
11 going to come back to it, but let's just put it
12 aside for a minute and just talk about multiple
13 jurisdictions on the same trunk group. All
14 right?
15 A Okay.
16 Q Historically, you would agree with me
17 that the practice has been between Sprint and
18 Verizon for separate trunks for separate
19 jurisdictions of traffic?
20 A I think the contract in the past has
21 allowed us to maybe put local and intraLATA on
22 the same trunk group and interLATA on a
23 different trunk group. I believe that's
24 correct.
25 Q And do you know whether Verizon's

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1 contracts -- other interconnection contracts --
2 have the same types of provisions in them?
3 A No, I don't know. I've not reviewed
4 other Verizon contracts.
5 Q Let's assume that access traffic and
6 local traffic or recip comp traffic is carried
7 on the same trunk. All right? You would agree
8 with me that if Sprint is going to satisfy the
9 obligation that it's putting on itself in 1.1.2,
10 it's got to create some type of terminating
11 recording capability so that it can identify
12 what traffic on that trunk is subject to recip
13 comp?
14 A Yes. You know, we're currently working
15 on that. That is scheduled to be complete
16 before year's end. It is a system that will
17 allow us to look at the "from" and "to" numbers
18 of the traffic going over that trunk group to
19 know whether that is an intrastate call, an
20 interstate call, an interLATA call or a local
21 call.
22 Q All right. But you don't have that
23 product -- I understand you've been working on
24 that product for some time. Correct?
25 A I don't know how long we've been

1 originating -- on the originating side first.
2 You're saying that we have to create records on
3 the originating side?
4 Q Terminating side?
5 A Once the call terminates to another
6 carrier, there will be some creation of a
7 record. I'm not sure whether Sprint has to do
8 that or whether the terminating carrier will do
9 that.
10 Q Well, suppose it goes through a Verizon
11 access tandem. You would agree with me that the
12 tandem company creates an access record. Right?
13 A My understanding -- and it's very
14 limited knowledge of that -- is that the tandem
15 provider creates a record that is then sent to
16 the other carriers, and that's in today's world.
17 I also understand from talking to our
18 folks that there are some changes on the horizon
19 next year that will change that process, but I'm
20 not -- you know, I can't speak to the details of
21 how all of that is going to work.
22 Q Are you familiar with the term "MECAB"?
23 A I've heard the term MECAB. I'm not
24 real familiar with it, no.
25 Q Do you understand that the MECAB

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1 working on it. I just spoke with the folks that
2 were working on it -- what's the date? --
3 Tuesday, and they assured me that it was well on
4 its way toward being completed in the December
5 time frame.
6 You know, we're just a few weeks away
7 from having it completed.
8 Q Has it been tested?
9 A That's, I believe, what they are doing
10 now.
11 Q Let's say that same trunk group is
12 carrying exchange access traffic from other IXCs
13 connected at the Verizon tandem and that traffic
14 is being terminated to Sprint.
15 Sprint's also going to have to create
16 terminating records for the exchange access
17 traffic. Right?
18 A Well -- ask your question again,
19 because I want to follow the logic all the way
20 through.
21 Q We're talking about these trunks that
22 are carrying access and recip comp traffic.
23 Sprint's got to create terminating records to
24 identify the recip comp traffic. Right?
25 A Well, now, you're talking about

1 documents provide certain meet point billing
2 procedures?
3 A That's my understanding, yes.
4 Q And do you understand that under the
5 MECAB procedures that -- you understand that
6 those are the procedures the industry follows?
7 A Yes, absolutely.
8 Q And that under those procedures, the
9 tandem company creates access records for access
10 traffic that transports through that access
11 tandem?
12 A That's my understanding, yes.
13 Q And you understand that as a result of
14 that and if recip comp and access traffic is
15 carried over the same trunk that duplicate
16 access records can be created?
17 A You know, again, I don't have a lot of
18 knowledge about that. You know, I know that
19 Verizon has asserted that, but I can't sit here
20 and say that there will be or will not be.
21 Q I take it, then, that based on your own
22 knowledge, then, you also can't say whether or
23 not, assuming that there are duplicate records,
24 Sprint has some method or some proposal to
25 identify the duplicate records so that proper

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1 billing occurs?
2 A I don't know. Again, I know that
3 process is changing next year. And I know you
4 want to put the 00- aside, but with 00-, that is
5 not an issue related to 00- and the way Sprint
6 is proposing to handle compensation on that
7 traffic.
8 Q I understand that's your assertion.
9 That's why I asked the question about whether
10 we've got a multi-jurisdictional trunk issue if
11 you do not prevail on the 00 issue, and that's
12 why I asked these billing questions.
13 A Right. And I just want to make clear
14 that us winning 00-, this is not an issue from a
15 billing perspective that should prevent us from
16 being able to treat 00- as local. It's just
17 simply not an issue.
18 MR. EDWARDS: Let me -- I'm going
19 to hand out two data responses from Sprint. The
20 first is a response to Request 1-18, and that
21 will become -- I would ask that that be marked
22 as Verizon Exhibit 6. And the other is a
23 response to Request 1-20, which I ask be marked
24 as Verizon Exhibit 7.
25 (Verizon Exhibits 6-7 were marked)

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1 BY MR. EDWARDS:
2 Q All right. Mr. Hunsucker, do you have
3 what's been marked as Verizon Exhibit 6, which
4 is Sprint's response to Request No. 1-18, and
5 Verizon Exhibit 7, which is Sprint's response to
6 Request 1-20?
7 A Yes, I do.
8 Q All right. Let me ask you to look at
9 Page 11 of your direct testimony for a minute,
10 lines 15 through 17. Are you there?
11 A Yes.
12 Q Do you agree with me that Verizon does
13 not say to Sprint, "Sprint, you cannot offer
14 this "00" voice-activated dialing product"?
15 A I agree that Verizon has not said, "You
16 know, you can't offer the product." But,
17 obviously, what we have to pay for the
18 product and what Verizon expects us to pay for
19 the product will have a direct impact on whether
20 we can put the product in the market at a price
21 that, first, allows us to make money and,
22 secondly, provides a value proposition to the
23 customer for which they are willing to pay for.
24 Q All right. Let me ask you, then. Look
25 at Sprint's response to -- let's look at

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1 Exhibit 7, first, Request 1-20. Verizon asked
2 Sprint to identify the costs associated with
3 providing voice-activated dialing and asked
4 Sprint to provide any market or other studies
5 regarding what consumers would pay for this
6 service or cost studies or models regarding that
7 product. Do you see that?
8 A Yes.
9 Q And the response refers Sprint to your
10 direct testimony, which says that Sprint will
11 compensate Verizon for transport on the
12 originating side of the call and for all
13 appropriate network elements on the terminating
14 side. Do you see that?
15 A Yes.
16 Q Is it correct, then, to assume from
17 that response that Sprint has not performed any
18 cost studies or does not have any models
19 regarding the costs for this voice-activated
20 dialing product?
21 A Well, again, when you say "cost
22 studies," what we were looking at was the cost
23 that we had to pay Verizon to terminate that
24 traffic, and that's what we've included in this
25 response.

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1 Q My question is -- there are no cost
2 studies, then, that Sprint has performed that
3 went into a business plan or a business case
4 with respect to this product that you know
5 about?
6 MR. COWIN: Well, I guess I
7 object. The response is indicating that it was
8 filed -- the answer was given subject to filed
9 objections. Initially, we responded to this
10 question saying that we simply would not give
11 that type of information to them.
12 So this was kind of a compromised
13 response developed between counsel. I think
14 it's clear that the witness has an appreciation
15 of all of this in responding to this question.
16 So to that extent, I will object.
17 MR. EDWARDS: There was an
18 original response that said, "We're not going to
19 answer it," and then there was a supplemental
20 response that pointed to Mr. Hunsucker's
21 testimony. I guess my point is, is that
22 Mr. Hunsucker's testified in his direct
23 testimony also today that if Sprint has to pay
24 access charges, then the costs are prohibitive.
25 I'm trying to explore whether there's

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1 been any cost analysis or price analysis that
2 supports that statement.
3 MR. BALLARD: Well, I think the
4 witness can answer whether there have been any
5 cost studies or not, but if you want to get into
6 what those cost studies are, that's going to be
7 a little bit different.
8 MR. EDWARDS: I agree with that.
9 All I'm trying to figure out is whether there
10 are any cost studies.
11 MR. COWIN: I'm fine with that.
12 A The analysis that we have done is --
13 we've looked at -- and I think we responded to
14 one data request what we think the assumed
15 minutes of use that may go over a VAD customer.
16 And, you know, comparing that access
17 versus what we are willing to pay for, we do
18 know if we have to pay access that that's a
19 significant number.
20 And the other thing we've looked at is,
21 Verizon itself has a voice activated dialing
22 product -- speech recognition product -- that
23 does the same thing that our product does as far
24 as allowing the customers to complete voice
25 activated calls.

1 Given the development of this response --
2 comparing it to a different question, I think,
3 is misleading.
4 MR. EDWARDS: I don't see anything
5 misleading about it, particularly in light of
6 counsel's statement that the response is not
7 responsive to the question. I'll accept it as
8 that and move on.
9 MR. BALLARD: Okay.
10 BY MR. EDWARDS:
11 Q Let me ask you to look at Verizon
12 Exhibit 6, Mr. Hunsucker. This asks whether
13 Sprint knows what it expects to charge for this
14 service. If I understand this response, it says
15 that Sprint's still working on the details of
16 the pricing plan, and no final determinations
17 have been made. Is that true?
18 A That's correct, because, again, we're
19 totally dependent when we get forced into
20 arbitrations like this with Verizon on what's
21 our price we have to pay to Verizon before we
22 can determine how we're going to price this
23 stuff.
24 Q Have there been any market studies done
25 to your knowledge regarding what consumers will

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1 We know the price point on that tariff
2 service. We realize, based on what we would
3 have to pay access versus UNE-based rates, that
4 there's no way we could put that product in the
5 market, given Verizon's price point that's
6 already in the market.
7 Q Does this response in Verizon Exhibit 7
8 reflect what you just said?
9 MR. COWIN: I object. We've
10 discussed the parameters that established this
11 response. It was a discussion between counsel
12 as what we could give them to satisfy what they
13 were looking for.
14 I agree that it's not totally
15 responsive to the question. It was never
16 intended to be totally responsive to the
17 question. I think he's comparing apples and
18 oranges.
19 MR. BALLARD: Do you have an
20 objection to the question?
21 MR. COWIN: Yes, the one he just
22 asked.
23 MR. BALLARD: And what's the
24 objection?
25 MR. COWIN: It's misleading.

1 pay for this service?
2 A As I said before, the only market price
3 that I personally have looked at -- I don't know
4 what the marketing folks have, but the only
5 price I've looked at is Verizon's own retail
6 tariff of -- I think it's \$3.75 in Maryland
7 where they offer voice-activated dialing as a
8 local product just like we would like to offer
9 it as a local product and treat it subject to
10 TELRIC-based compensation.
11 Q To your knowledge, does Verizon offer
12 such a product in Texas?
13 A To my knowledge, they do not. But I do
14 know that they offer it in at least Maryland and
15 the District of Columbia. Those are the only
16 two that I specifically looked at.
17 Q To your knowledge, I take it, then --
18 you don't have any knowledge regarding a Sprint
19 market study that says what Sprint customers
20 presubscribed to Sprint Long Distance will pay
21 for a voice-activated dialing product?
22 A No, I do not.
23 Q Now, you say here on Page 11, "If
24 Sprint must pay access charges, then Sprint will
25 not be able to implement the service in Texas or

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any other state." Correct?

A That's correct.

Q You would agree with me that there are other ways to provide this voice-activated dialing product other than 00-. Correct?

A Yeah. I mean, I've said in other states that we could do this with a 7-digit number, for example. But if we do that, then we've got to put in all this uneconomic trunking. Then you're sitting here with Verizon having a product in the market that -- I don't think the customer -- it was hard to tell from the tariff -- but I don't believe the customer has to dial anything.

They pick up the phone, and it will let them make that voice-activated dialing call. If we have to have them dial seven digits, they might as well dial seven digits for all calls. We're trying to do it the least impactful way on the consumer, and we have to do it with even "00" where -- and, again, in my opinion -- the Verizon product -- they don't have to dial anything. They just pick the phone up.

Q Now, let's be careful, Mr. Hunsucker. You don't know how the Verizon product works, do

1 trunks to terminate that traffic that we've put
2 interexchange traffic on, Verizon is going to
3 charge us access charges.

4 Q You testified in Pennsylvania you could
5 do this, didn't you?

6 A I said that we could do it, but I
7 didn't say that it would necessarily get around
8 the access charge issue, no.

9 Q Did you read the Pennsylvania order on
10 this issue?

11 A Yes, I did.

12 Q And, in fact, that order says that
13 that's an alternative that Sprint could pursue.
14 Correct?

15 A Obviously, on the originating side,
16 it's an alternative. But on the terminating
17 side, it may or may not be an alternative. It
18 will depend upon how Verizon wants to treat that
19 traffic for compensation.

20 Q Then another alternative that's
21 available to Sprint is, it could actually build
22 its own trunks to provide this service.

23 Correct?

24 A Yeah. And, again, that would be very
25 uneconomic to try to put in separate trunks for

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you?

A No, but the tariff sure doesn't tell you that they have got to dial any access digits to get access to that platform.

Q It doesn't tell you one way or the other, does it?

A No.

Q And you don't know, do you?

A I personally don't know. No, I don't have the service.

Q All right. Now, it's fair to say, then, Mr. Hunsucker, that Sprint could offer this voice-activated dialing product with a 7-digit access code -- would not have to pay access charges. Right?

A Again, in that case --

Q Let me ask you to answer my question. I'll let you explain anything you want to explain. Here's the question -- all right? The question is: Sprint could offer the voice-activated dialing product with a 7-digit access code or a 7-digit dial code and would not have to pay access charges. Is that right?

A Well, I think the answer is probably 'no,' because, again, if we try to use the same

1 the 00- traffic. The other alternative is, we
2 could put in those trunks for 00-, and we'll
3 call them "local trunks," and we'll put access
4 over local. We'll get to the same point. It's
5 still combining access and local over the same
6 trunk.

7 It's just that you don't call it "local
8 over access." You call it "access over local"
9 at that point.

10 Q And you agree with me that what Sprint
11 is trying to do here is to provide this service
12 without providing any facilities-based service.
13 Correct?

14 A I would answer "no," because we are
15 providing a voice-activated dialing platform,
16 which is a facility that we have to put in in
17 order to make this product work.

18 Q But that operator service platform,
19 Mr. Hunsucker, is one that already exists for
20 Sprint, the IXC. Correct?

21 A The operator service platform does, but
22 not the voice-activated dialing platform.
23 That's a new platform that's being installed
24 just to handle this type of traffic. You know,
25 operator service platform or voice-activated

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1 dialing platform, there are still facility costs
2 to do that.
3 Q The voice-activated dialing platform
4 you just talked about, Mr. Hunsucker, you would
5 agree with me that that does not create any new
6 facility costs at all between Sprint and
7 Verizon?
8 A It could create some facility costs if
9 the traffic was such to warrant us augmenting
10 some of the trunking facilities between our
11 networks. And, again, that's exactly what we're
12 saying we will compensate you for at a
13 TELRIC-based charge.
14 Q Well, aren't you saying that you don't
15 want to have to augment any trunking facilities?
16 A No, I'm not saying that. I'm saying
17 that we don't want to have to put in separate
18 and distinct facilities just to handle the local
19 traffic.
20 We want to be able to put them on the
21 same facilities. I'm not saying that we won't
22 have to augment those facilities.
23 Q I'm going to hand you a copy of -- I'm
24 not going to mark this -- Rule 51.703. I asked
25 you some questions earlier. We got off on the

1 agreeing to pay for transport on the originating
2 side.
3 If Verizon wants to do it without us
4 paying for transport, we'll be more than willing
5 to do that so that we cannot violate this rule.
6 Q What you're basically asking is for
7 Verizon and Sprint to enter into an agreement in
8 violation of 51.703(b)?
9 A But, again, there is nothing out there
10 that says two carriers cannot agree to do
11 anything, and that is not -- and it may be
12 different than the FCC rule, but there is no
13 reason why two carriers cannot do that.
14 Q Under -- I'm a little unclear on this.
15 What your proposal is -- are you -- is Sprint
16 saying that what it wants to do is purchase
17 originating transport as a UNE?
18 A What we're saying is that on that
19 facility we're going to put access and local
20 traffic over, you're going to bill us access
21 charge. We want a credit mechanism, just like
22 we have with Bell South, whereby you will credit
23 the access charges one month in arrears and only
24 bill us for transport at TELRIC -- UNE-based
25 TELRIC rates.

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1 compensation part of this before I had intended
2 to, but we talked about your contract language
3 in 1.1.2.
4 Your proposal, I believe -- it's on
5 Page 17 of your direct, where you say that --
6 Lines 18 and following -- where you say that
7 "Sprint will compensate Verizon for transport on
8 the originating side." And we talked about
9 recip comp, that there was no such thing as
10 recip comp originating.
11 Let me ask you to look here at Rule
12 51.703, Subsection (b). That language says
13 that, "A LEC may not assess charges on any other
14 telecommunications carrier for local
15 telecommunications traffic that originates on
16 the LEC's network." Do you see that?
17 A Yes.
18 Q Are you familiar with this rule?
19 A Yes.
20 Q Do you agree with me that your proposal
21 on Page 17, Lines 18 through 20, violates this
22 rule?
23 A Well, I'm not sure I would say that.
24 You know, there's nothing that prevents -- there
25 is nothing that prevents Sprint from voluntarily

1 Q Well, that's not my question. My
2 question is, is Sprint offering to purchase
3 originating transport as a UNE?
4 A On the transport side -- well --
5 Q Not really.
6 A Well, I'm trying to think if it's UNE
7 or if it's interconnection or if the pricing
8 covers both of those. We're willing to pay
9 transport at UNE-based rates. Let me answer it
10 that way.
11 Q So you don't know, is the answer to my
12 question?
13 A That we'll pay at UNE-based rates.
14 Q That's different than purchasing a UNE.
15 Right, Mr. Hunsucker?
16 A Well, when you purchase transport, you
17 purchase transport at UNE-based rates.
18 Q Let me ask you to look at your rebuttal
19 testimony for a minute -- Page 3. All right.
20 Lines 10 through 12 there. Bear with me a
21 second.
22 The question, first, says, "Is Verizon
23 fully compensated at TELRIC-based rates for the
24 origination and completion of a local call by an
25 end user via Sprint's VAD"? Do you see that?

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1 A Yeah. I think you said "fully."
2 Q "Fairly." "Is Verizon fairly
3 compensated..."
4 A Okay. That's the question, yes.
5 Q All right. And Lines 10 through 12 --
6 your testimony is, "Verizon is compensated by
7 each of the end users through monthly local
8 service rates for the right to originate and
9 terminate local calls." Do you see that?
10 A Yes.
11 Q Now, first, is your testimony here --
12 does this include your proposal that Sprint's
13 going to pay originating transport also, or is
14 this outside of that proposal?
15 A Well, this particular statement is only
16 looking at what an end user pays -- and I don't
17 know what the rates are here in Texas -- but,
18 say, they pay \$15 a month for local service.
19 They are paying for the right to originate and
20 terminate local calls.
21 So this is only addressing what the
22 customers -- when they subscribe to Verizon's
23 basic local service, they have the ability to
24 originate and terminate local calls. What we're
25 going to pay for the transport, then, is because

1 in this docket. Correct?
2 A It allows for the placement of local
3 calls over access facilities, yes.
4 (Verizon Exhibit 8 was marked)
5 MR. EDWARDS: Let me hand out what
6 I'm going to ask to be marked as Verizon
7 Exhibit 8.
8 BY MR. EDWARDS:
9 Q Mr. Hunsucker, you testified in
10 Pennsylvania. Correct?
11 A Yes, I did.
12 Q On this issue?
13 A Yes.
14 Q And your testimony -- I believe your
15 prefiled testimony in Pennsylvania had basically
16 the same statement that Sprint had reached an
17 agreement with SBC for placement of local calls
18 over access facilities. Correct?
19 A Yes.
20 Q Have you seen what's been marked as
21 Verizon Exhibit 8 before?
22 A I saw a draft of this. I don't know
23 that I've seen this, the last one that was
24 filed, but I have seen the content of what's in
25 here.

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1 we realize that there may be new or additional
2 incremental transport costs to get that from the
3 Verizon network to our network now, since we're
4 handling the VAD product, and that's in addition
5 to what they're paying for local service.
6 So we are covering those transport
7 costs. Some percentage of that transport cost
8 Verizon may have occurred anyway, but we're
9 willing to pay for 100 percent of it.
10 Q Well, you would agree with me that the
11 local service rates that you're referencing
12 there are not TELRIC-based rates?
13 A No. The local service rates are set by
14 the Commission. They are not necessarily
15 TELRIC-based rates.
16 Q And you haven't done any study to
17 determine what costs the Commission considered
18 in coming up with those local service rates,
19 have you?
20 A I have not.
21 Q Let me ask you to turn back to your
22 direct testimony, Page 16, Lines 16 through 18.
23 What you say there is that Sprint has negotiated
24 interconnection language with SBC and Qwest that
25 allows basically for what Sprint is asking for

1 Q Exhibit 8 contains a cover e-mail page.
2 I did not have the executed letter -- I had the
3 one sent electronically -- that Sprint sent to
4 the Pennsylvania Public Utility Commission.
5 Page 1 of that letter of the third paragraph --
6 you would agree with me that Sprint informed the
7 Pennsylvania Commission that SBC and Sprint
8 apparently did not interpret the contract
9 language in its application to 00- calls in the
10 same way?
11 A Yeah. What we were stating here was
12 that, first, SBC would allow us to route local
13 calls over access trunks. And in a follow-up
14 discussion that I was part of, their reasoning
15 as to why 00- would not be covered -- they
16 decided they didn't -- or they told me that they
17 didn't think that was a local call because the
18 call actually routed to an operator service
19 platform that was not in the local calling area.
20 Therefore, they did not believe it was
21 a local call. We are in follow-up discussions
22 now. But in Sprint's opinion, the routing to an
23 operator service platform has nothing to do with
24 whether the call is a local call or not.
25 I, as a local customer, dial 4-1-1 for

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1 local DA -- directory assistance or operator
2 service. You know, carriers don't have operator
3 service platforms in every local calling area.
4 You know, Sprint may have 10 or less for the
5 whole nation, and where that's located doesn't
6 matter.

7 So we do have a fundamental
8 disagreement over defining whether 00- or
9 operator services is local. That's the only
10 issue we have with them -- not our ability to do
11 multi-jurisdictional trunks or put local over
12 access facilities.

13 Q So your disagreement with them relates
14 to the compensation part of this?

15 A That's correct, yes, the definition of
16 whether it's local or not.

17 Q And this letter that went to the
18 Pennsylvania Commission September 13th -- this
19 clarification letter went prior to the time you
20 filed either your direct testimony or your
21 rebuttal testimony in this docket. Correct?

22 A I don't remember the dates we filed the
23 testimony.

24 Q If I look at your direct testimony,
25 it's filed September 28th, which would be after

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1 the Pennsylvania letter. And if I look at your
2 rebuttal testimony, it's filed October 30, which
3 would also be after the Pennsylvania letter.
4 Correct?

5 A Yes.

6 Q Now, if I'm correct, Verizon and Sprint
7 have arbitrated this issue in four states --
8 Massachusetts, California, Pennsylvania and
9 Maryland. Is that correct?

10 A That's correct.

11 Q And you would agree with me that
12 neither Massachusetts nor California nor
13 Pennsylvania nor Maryland have accepted Sprint's
14 position on this issue. Correct?

15 A That's correct.

16 MR. EDWARDS: Mr. Ballard, we have
17 one more exhibit that's a confidential
18 exhibit -- it's in an envelope -- that I would
19 like to get marked. I don't have any questions
20 about it. I think Mr. Cowin and I have
21 stipulated to its admission.

22 MR. COWIN: Yes. We have no
23 objection to it being admitted.

24 MR. BALLARD: Okay. Let's see it.
25 (Verizon Exhibit 9 was marked)

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1 MR. EDWARDS: This will be Verizon
2 Exhibit 9. What's been marked as Verizon
3 Exhibit 9 is Sprint's response to Verizon
4 Request No. 1.21. It's actually the
5 supplemental response, which is a confidential
6 number or confidential information for Sprint.

7 I think Mr. Cowin, as we said on the
8 record, has agreed to stipulate to its entry. I
9 have not moved for the admission of Exhibits 6,
10 7, 8 and, now, 9, which I'll do at this time.

11 MR. BALLARD: Is there any
12 objection to any of those?

13 MR. COWIN: There is no objection
14 to any of the exhibits. With respect to
15 Exhibit 9, I think it's our second supplemental
16 response. I just want to be clear that you got
17 the most recent one in the -- and I've checked
18 it. So --

19 MR. EDWARDS: It is, yeah, the
20 second supplemental response.

21 MR. BALLARD: Verizon Exhibits 6,
22 7, 8 and 9 are admitted.

23 (Verizon Exhibits 6-9 admitted)

24 MR. EDWARDS: Thank you. And
25 that's all the questions I have.

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1 MR. BALLARD: Okay.

2 MR. COWIN: I have one question --
3 or a couple of questions, if it's --

4 MR. BALLARD: Questions for whom?

5 MR. COWIN: Mr. Hunsucker.

6 MR. BALLARD: Okay.

7 REDIRECT EXAMINATION

8 BY MR. COWIN:

9 Q Mr. Hunsucker, do you --

10 MR. BALLARD: As long as there is
11 no objection to --

12 MR. EDWARDS: No. No objection.

13 BY MR. COWIN:

14 Q Mr. Hunsucker, do you remember
15 referring to a Maryland service offering? There
16 is no objection yet.

17 A Yes, I do.

18 Q I'm simply going to hand you a copy of
19-a tariff reference that you had referred to. Is
20 that the tariff that you were referring to as
21 far as Verizon's product for voice dialing
22 service?

23 A Yes, it is.

24 MR. COWIN: I would like to have
25 this marked as Sprint Exhibit E, if I could.

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1 (Sprint Exhibit E was marked)

2 BY MR. COWIN:

3 Q And I would ask you if this is the
4 tariff you were referring to?

5 A Right. It's the Maryland General
6 Services Tariff.

7 Q And how did you get a copy of this
8 tariff?

9 A I went out to the Verizon Web site on
10 the Internet and went through the various state
11 tariffs to find this.

12 Q And the voice dialing service that you
13 were referring to before is described in this
14 tariff, which is out of the General Service
15 Tariff of Maryland for Verizon, Section 21,
16 Original Page 1?

17 A Yes. And it does say in here, too,
18 that the customer simply utters the name to make
19 this happen, and if they want to dial a 7-digit
20 number, they can start dialing the digits. So,
21 obviously, there is no access code required or
22 no dialing required prior to the customer
23 invoking this service.

24 MR. COWIN: With that, I would
25 move Sprint Exhibit E. I just wanted to get

1 what traditionally had been called "access
2 trunks"?

3 A I don't have any knowledge, but since
4 this is Verizon's service, it would simply go
5 over the standard loop to wherever the switch
6 location is. I don't think Verizon would have
7 access trunks for local service, just like we
8 don't want to have access trunks for local
9 service.

10 MR. EDWARDS: That's all I have.

11 MR. BALLARD: Is that it? Okay.

12 We're going to take about a five-minute break
13 and be back about 11:02 by that clock in the
14 back. Okay.

15 (Recess: 10:57 a.m. to 11:12 a.m.)

16 (Sprint Exhibit F was marked)

17 MR. BALLARD: We'll go back on the
18 record in Docket 23046, and we are at Verizon's
19 case on Issues 2 and 3.

20 MR. BALLARD: I need to swear the
21 witness in.

22 (Witness sworn)

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1 this into the record.

2 MR. BALLARD: Any objection?

3 MR. EDWARDS: No objection.

4 MR. BALLARD: Sprint Exhibit E is
5 admitted.

6 (Sprint Exhibit E was admitted)

7 MR. COWIN: And if I haven't moved
8 Exhibits C and D, I would like to move Exhibits
9 C and D.

10 MR. BALLARD: Any objection to C
11 and D in evidence?

12 MR. EDWARDS: No objection.

13 MR. BALLARD: Sprint Exhibits C
14 and D are admitted.

15 (Sprint Exhibits C and D admitted)

16 MR. BALLARD: Anything else for
17 this witness from the parties?

18 MR. EDWARDS: I have a follow-up
19 on redirect.

20 RE-CROSS-EXAMINATION

21 BY MR. EDWARDS:

22 Q Mr. Hunsucker, referring back down to
23 Sprint Exhibit E, with respect to this product
24 that Exhibit E references, do you have any
25 knowledge at all whether the call is routed over

1 PRESENTATION ON BEHALF OF VERIZON SOUTHWEST
2 WILLIAM MUNSELL
3 after being first duly sworn, testified as
4 follows:

5 DIRECT EXAMINATION

6 BY MR. EDWARDS:

7 Q Mr. Munsell, would you please state
8 your name and business address?

9 A My name is William Munsell, M-u-n --
10 "s" as in "Sam" -- e-l-l. My business address
11 is 600 Hidden Ridge, Irving, Texas.

12 Q By whom are you employed?

13 A I am employed by Verizon.

14 Q And did you cause -- did you prepare or
15 cause to be prepared what's been marked as
16 Verizon Exhibit 4, which is your direct
17 testimony, on Issues 2 and 3 in this docket?

18 A Yes, I did.

19 Q Do you have any corrections to that
20 testimony?

21 A Yes, I do.

22 Q Would you please tell us what those
23 are?

24 A The first correction is on Page 11,
25 Line 18. The first and only use of the word

<p style="text-align: right;">Page 81</p> <p>1 "call" -- c-a-l-l -- should be plural -- 2 "calls." 3 The next correction is -- 4 MR. BALLARD: Are you talking 5 about Bates stamp 11 or Page 11? 6 A I don't have Bates stamp -- 7 MR. EDWARDS: We're talking about 8 Page 11, but the pagination may be different 9 than the file copy. 10 A This would be the question that is, 11 "Are the Sprint operator service calls at issue 12 exchange access calls or local calls"? 13 MR. EDWARDS: It should be on the 14 bottom of Page 10 -- is the question. 15 A And in the first line of that answer -- 16 MS. SHELTON: I have that as 17 Page 11, Line 1. 18 MR. EDWARDS: That's correct. 19 A In the first sentence of that answer, 20 the first use of the word "call" should be 21 plural -- "calls." 22 Q All right, sir. 23 A The next correction is thereabout at 24 Page 14. The question is, "Is this issue unique 25 to calls dialed via 00- or 10-XXX plus zero"?</p>	<p style="text-align: right;">Page 83</p> <p>1 A Yes, I did. 2 Q Do you have any corrections to that 3 testimony? 4 A I believe so. Yes. Thereabouts on 5 Page 4, for the question being, "Please describe 6 the routing and compensation for calls subject 7 to reciprocal compensation." 8 Q I have that on the bottom of Page 3, 9 Line 17. 10 A In the middle of that answer, I am 11 quoting FCC Rule 51.701(e). And with the ISP 12 remand order, the word "local" in that rule no 13 longer exists. 14 Q So it would be the next to the last 15 line of the block quote. The word "local" 16 should be deleted? 17 A That is correct. 18 Q All right, sir. 19 A And in my last set of questions and 20 answers, the one prior to, "Does this conclude 21 your testimony," in the last line -- again, I 22 would strike the word "two" and replace it with 23 "four." After "Maryland," add -- 24 MR. COWIN: After "California"? 25 A Never mind. My testimony stands as</p>
<p style="text-align: right;">Page 82</p> <p>1 Q I have that question on the bottom of 2 Page 13, Line 20. 3 A And in the third sentence that begins 4 with "Additionally," I would like to strike 5 "also occur" and replace that with "be." 6 MR. COWIN: And replace that 7 with -- excuse me? 8 A "Be," as in "b-e." 9 Q Then on, thereabouts, Page 16, the 10 question being, "Have other state commissions 11 addressed this issue" -- 12 MS. SHELTON: We have that as 13 Page 15, Line 5. 14 A In the first line of that answer, I 15 say, "In fact, Sprint has lost this argument 16 twice already in Massachusetts and California." 17 That should be -- strike "twice" and 18 replace that with "four times." After 19 "California" add "Maryland, Pennsylvania." 20 Those are the extent to my corrections to 21 Exhibit 4. 22 Q And did you prepare or cause to be 23 prepared what's been marked as Verizon 24 Exhibit 5, which is your rebuttal testimony in 25 this docket, on Issues 2 and 3?</p>	<p style="text-align: right;">Page 84</p> <p>1 submitted on that question and answer. 2 Q Now, with those corrections, if I were 3 to ask you the questions in Verizon Exhibits 4 and 5 today, would your answers be the same as 5 reflected in those exhibits? 6 A They would. 7 Q Are those answers true and correct to 8 the best of your knowledge? 9 A They are. 10 MR. EDWARDS: I would move for the 11 admission of Verizon Exhibits 4 and 5. 12 MR. BALLARD: Any objection? 13 MR. COWIN: No. 14 MR. BALLARD: Verizon Exhibits 4 15 and 5 are admitted. 16 (Verizon Exhibits 4-5 admitted) 17 MR. EDWARDS: Mr. Munsell is 18 available for cross. 19 CROSS-EXAMINATION 20 BY MR. COWIN: 21 Q Good morning, Mr. Munsell. 22 A Good morning. 23 Q I'm Joe Cowin. I'm here on behalf of 24 Sprint. If you could turn to the bottom of 25 Page 4 -- at least it's my Page 4.</p>

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The question is, "How many jurisdictions of traffic are there?"

A I see that.

Q And your statement there is, "The intrastate interLATA and interstate interLATA jurisdictions of traffic are currently, primarily reserved for IXCs." Is that a true statement?

A I believe so, yes.

Q Is it a true statement in Texas?

A I believe so.

Q What company in Texas cannot offer both local and long distance service?

A As a single legal entity or as a corporate entity?

Q As a corporate entity.

A I don't believe there is anyone.

Q So is that statement true for the state of Texas?

A I believe I was using that as a legal entity versus a corporate entity. My belief there was relative to a legal entity.

Q Okay. Now, you've confused me. Certainly, Verizon -- whatever entity Verizon is -- and I'll let's you answer that -- can

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1 whatever -- Verizon Southwest, Inc. can offer
2 both local and long distance services assuming
3 they have created the appropriate regulatory
4 separate subsidiaries?

5 A I really do not know which Verizon
6 entity offers long distance in the state of
7 Texas.

8 Q It's an affiliate of the Verizon local
9 company?

10 A I don't know that.

11 Q Going back to your statement, though,
12 you agree that Verizon -- the entity -- the
13 corporate entity -- can offer both local and
14 long distance that is transparent to the
15 customer in the state of Texas?

16 A I would agree that Verizon, the
17 corporate entity, does offer local and long
18 distance in the state of Texas.

19 Q Okay. And you would agree the same is
20 true for Southwestern Bell Telephone Company?

21 A I really don't know about Southwestern
22 Bell Telephone.

23 Q You don't know whether they've received
24 271 authority in the state of Texas?

25 A I don't keep track of that.

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offer both local and long distance in the state of Texas?

A With that use of the word "Verizon being whatever Verizon is," I would agree with that.

Q All right. GTE Southwest -- is that the name of the company that is the local exchange company?

A I always have to look. I believe in Texas now, we are Verizon Southwest, Incorporated, formerly known as "GTE Southwest, Incorporated, d/b/a Verizon Southwest and -- d/b/a Verizon Southwest."

Q All right. So Verizon Southwest, Incorporated is the local exchange company?

A Correct.

Q And they offer local service in the state of Texas?

A That is also correct.

Q Now, there may be some rules that require them to have a separate sub to offer long distance. Is that what you're referring to?

A That is what I'm referring to.

Q But the corporate entity, Verizon --

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1 Q Do you have any -- well, I would simply
2 point out -- I think the Commission obviously
3 knows whether or not Southwestern Bell has
4 received 271 authority in the State of Texas.

5 Now, do you know if -- you were
6 formerly an employee of GTE. Correct?

7 A Correct.

8 Q Do you remember the phrase
9 "GTE/Sprint"?

10 A I do recall the days when GTE, I guess,
11 purchased Sprint. So I'm not sure if it was
12 GTE/Sprint, but I do remember the days when we
13 purchased Sprint.

14 Q All right. So GTE offered long
15 distance through their Sprint -- whatever legal
16 entity that was in the State of Texas. And
17 that's been ongoing for some time -- correct? --
18 or that was ongoing for some time?

19 A I would agree that GTE, through their
20 purchase of Sprint, offered long distance in the
21 State of Texas for the period of time that GTE
22 owned Sprint under whatever legal entity that
23 was known as.

24 Q All right. Since the enactment of the
25 1996 Telecommunications Act, GTE was able to

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1 provide long distance service in the State of
2 Texas again, assuming the correct legal
3 regulatory procedures were followed?
4 A I don't believe GTE had a 271
5 restriction.
6 Q So they could have offered long
7 distance if they wanted to?
8 A I think, as we had purchased Sprint, we
9 were.
10 Q All right. Going back to your
11 statement, though, you would agree in the State
12 of Texas, though, that companies can offer both
13 long distance and local service which is
14 transparent to the customer? There is no
15 company in Texas today that is restricted from
16 doing that?
17 A Yeah, and whether it's transparent to
18 the customer is dependent on how the company
19 determines to market and bill that service to
20 the end user.
21 Q All right. But generally you would
22 agree with my statement?
23 A Generally.
24 Q Okay. I have passed out a document I
25 would like to have marked as Sprint Exhibit F, I

1 Q The second one is with a Verizon speed
2 dialing or voice dialing service.
3 A And I'm not aware that Verizon offers
4 any voice dialing service in Texas.
5 Q But they do offer speed dialing?
6 A Yes.
7 Q All right. And they may some day offer
8 voice dialing?
9 A They may.
10 Q And the third is Sprint voice-activated
11 dialing. Those are the three customer
12 service -- that's the description of what the
13 customer is currently taking?
14 A I would say that that's a description
15 of what a customer may take today or in the
16 future, given the future development of
17 products.
18 Q Okay. I agree with that qualification.
19 Given that qualification, you would agree that
20 under any of the three scenarios set forth at
21 the top, that the four bottom categories are not
22 affected as far as access revenues to Verizon?
23 A I would agree with that.
24 Q All right. So unless Mom, who lives
25 next door, moves -- or if Mom lives in St. Louis

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1 believe. And you should have a copy of that.
2 Okay.
3 Could I refer you to the categories on
4 the left-hand side of this document? Those are
5 the same categories that appear on Page 4 of
6 your direct testimony.
7 A Yes, they are.
8 Q All right. Now, for every category
9 except local, could we agree that if Sprint's
10 proposed 00- methodology as presented in this
11 case is adopted, your access charges and your
12 access revenues would stay the same, other than
13 local for the bottom four categories?
14 A Yeah, I'm just looking at the headers.
15 You're going to have to explain the headers to
16 me.
17 Q Single line service. Currently the way
18 a Verizon customer takes single line service
19 without any type of dialing service -- that's
20 the one header.
21 A What is -- what do you mean by "dialing
22 service"?
23 Q Well, speed dialing, voice-activated
24 dialing, voice dialing.
25 A Okay.

1 and you call Mom, voice activated -- and you
2 live in Austin and Mom lives in St. Louis, and
3 you call Mom, whether it's through
4 voice-activated dialing, speed dialing or
5 whatever service, the access revenues are the
6 same to Verizon?
7 A Correct.
8 Q All right. Now, looking at your local
9 category -- and "local" was your
10 characterization, was it not?
11 A Yes.
12 Q Under the local service with the single
13 line Verizon customer -- I assumed a \$15
14 end-user line charge. I don't know that that's
15 correct or not. But for the sake of discussion,
16 let's just assume it's \$15. You would have
17 those revenues plus an interstate SLC, plus an
18 intrastate SLC, if applicable, and possibly some
19 other miscellaneous revenues. Correct?
20 A Correct.
21 Q All right. Now, you take single line
22 service with Verizon speed dialing. Since we're
23 not sure when Verizon may offer voice dialing,
24 let's assume speed dialing. Let's assume a
25 \$3.50 fee for speed dialing. So Verizon's

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1 revenues actually go up \$3.50. Right?
2 A Correct.
3 Q And none of the access rates that you
4 collect are affected by this?
5 A That is correct.
6 Q All right. Let's take Sprint
7 voice-activated dialing. You would actually get
8 an increase in compensation through the TELRIC
9 pricing compensation that Mr. Hunsucker has
10 proposed. Is that not correct?
11 A You're asking me to assume that the end
12 user now subscribes to both Verizon speed
13 dialing and the Sprint VAD product?
14 Q No, just Sprint voice-activated dialing
15 is the third column. You take local service,
16 plus interstate SLC, plus intrastate SLC. You
17 would also get an additional compensation from
18 Sprint based upon TELRIC as described by
19 Mr. Hunsucker. Is that not correct?
20 A To the extent those are incremental
21 calls, yes.
22 Q All right. And that would not affect
23 your access compensation. Is that not correct?
24 A To the extent that that "00" call to
25 Mom next door was not made prior to VAD, and to

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1 the extent that Sprint prevails on this issue,
2 that would be correct.
3 Q All right. So you're not losing -- if
4 the Texas Commission would approve Sprint's
5 proposal, you're not losing any access revenue?
6 A Again, with the caveat that that call
7 was incremental -- it was not made today. If
8 that call was made today as a 00- call, we would
9 lose access.
10 Q That call isn't made today, because
11 Sprint isn't offering the service today.
12 A If a Verizon end user dials "00" who is
13 presubscribed to Sprint and asks the Sprint
14 operator to complete that call within the local
15 calling area, I will gain access today
16 regardless of voice-activated dialing.
17 Q The customer is not likely to do that,
18 though, is the customer?
19 A Customers do a lot of things that we
20 find unusual and unexplainable.
21 Q All right. With that one caveat, then,
22 as you just described, given the unusual
23 customer, your access charges and revenues would
24 not be impacted by Sprint introducing this
25 service?

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1 A With that caveat.
2 Q And, actually, your revenues would
3 increase, because now you would have incremental
4 TELRIC revenues.
5 A We would also have incremental TELRIC
6 costs.
7 Q All right. But you would have
8 incremental TELRIC revenues?
9 A Right, that cover our costs.
10 Q All right. TELRIC includes profit,
11 does it not?
12 A A reasonable profit.
13 Q So you would have incremental profit,
14 would you not?
15 A To the extent that the TELRIC rates
16 accurately reflected are TELRIC costs, yes.
17 Q Okay. I think that's an issue for a
18 different day and a different discussion.
19 A I hope so.
20 Q All right. Access trunks are
21 multi-jurisdictional trunks. Do you agree with
22 that?
23 A Can you explain -- can you ask that
24 again?
25 Q Access trunks are multi-jurisdictional

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1 trunks.
2 A True.
3 Q In all circumstances -- just about?
4 A I can't think of a one that -- I can't
5 think of an exception.
6 Q And they are multi-jurisdictional
7 because they carry interstate access and
8 intrastate access?
9 A Correct.
10 Q Now, on Page 5 -- it's my Page 5 -- the
11 question is, "Why does Sprint want to combine
12 multi-jurisdictions of traffic over the same
13 trunk group"?
14 You state, "Sprint wants to avoid
15 access charges." Is that correct? Given the
16 discussion we just had, is Sprint avoiding
17 access charges?
18 A Absent the caveat, no. With the
19 caveat, yes.
20 Q Okay. I'll take that. All right. On
21 that same page, the question is, "What is
22 Sprint's position concerning
23 multi-jurisdictional trunks"?
24 Does Verizon utilize
25 multi-jurisdictional trunks to deliver its own

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<p>1 traffic?</p> <p>2 A Can you ask me that question again?</p> <p>3 Q I would be happy to. Does Verizon use</p> <p>4 multi-jurisdictional trunks to deliver its own</p> <p>5 traffic?</p> <p>6 A Yes.</p> <p>7 Q And that would include local as well as</p> <p>8 access over the same facilities?</p> <p>9 A I'm thinking specifically of local and</p> <p>10 intraLATA toll.</p> <p>11 Q Okay. But does Verizon also use access</p> <p>12 and local over the same facilities?</p> <p>13 A On some portions of a network, yes, but</p> <p>14 not a complete -- from the Verizon end user to</p> <p>15 the IXC point of presence, not all five of those</p> <p>16 jurisdictions would ever be on the same trunk,</p> <p>17 nor would all five be from a Verizon end user to</p> <p>18 another Verizon end user.</p> <p>19 Q All right. But, generally, yes,</p> <p>20 Verizon will use multi-jurisdictional trunks for</p> <p>21 both local and access?</p> <p>22 A On some segments of the network, yes.</p> <p>23 Q All right. If I could refer you</p> <p>24 briefly to my Page 6. It says, "What are</p> <p>25 technical and operational reasons for Verizon's</p>	<p>1 Page 7 of your rebuttal testimony, you say,</p> <p>2 "Nothing in the tariff precludes the use of</p> <p>3 switched access Feature Group D service for</p> <p>4 intrastate calls originating and terminating in</p> <p>5 the same local calling area."</p> <p>6 A I'm sorry. Did you direct me to a</p> <p>7 page?</p> <p>8 Q Page 7. In fact, you admitted that</p> <p>9 this scenario may have gone on for years. Is</p> <p>10 that not correct?</p> <p>11 A Can you direct me to -- since I was</p> <p>12 lost on the page --</p> <p>13 Q It's my Page 7, Line 10. I'm not sure</p> <p>14 what it is --</p> <p>15 A What was the question?</p> <p>16 Q This, unfortunately, is a long answer.</p> <p>17 It's, "Which of the above compensation schemes</p> <p>18 do the 00- calls at issue in this arbitration</p> <p>19 fit"?</p> <p>20 A Okay. And the portion of this answer</p> <p>21 that you're asking me about?</p> <p>22 Q It says -- toward the end, it says,</p> <p>23 "Nothing in the tariff precludes the use of</p> <p>24 switched access Feature Group D service for</p> <p>25 intrastate calls originating and terminating in</p>
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<p>1 position that Sprint" blah, blah, blah. Your</p> <p>2 only issue is billing. Is that not correct?</p> <p>3 A No.</p> <p>4 Q Billing and compensation?</p> <p>5 A I would say billing, compensation and</p> <p>6 contractual compliance.</p> <p>7 Q All right. Now, by operational</p> <p>8 reasons, when you state the term "operational</p> <p>9 reasons" in that question, do you mean</p> <p>10 technically feasible?</p> <p>11 A That is one aspect.</p> <p>12 Q Technically feasible in the context of</p> <p>13 the First Report and Order?</p> <p>14 A Yes.</p> <p>15 Q But you will agree that it is</p> <p>16 technically feasible in the context of the First</p> <p>17 Report and Order for Verizon to do this -- to</p> <p>18 have multi-jurisdictional trunks?</p> <p>19 A On certain segments of the network,</p> <p>20 yes, but not as Sprint has proposed it in</p> <p>21 contract language.</p> <p>22 Q Which contract language?</p> <p>23 A The contract language that is being</p> <p>24 disputed here today.</p> <p>25 Q All right. I'll come back to that. On</p>	<p>1 the same local calling area."</p> <p>2 A I see that.</p> <p>3 Q All right. In fact, you have indicated</p> <p>4 previously that this type of calling may have</p> <p>5 gone on for years?</p> <p>6 A Certainly. And I'm certain it goes on</p> <p>7 with 800 traffic. It's bound to go on with</p> <p>8 10-XXX traffic. It's bound to go on with</p> <p>9 calling card traffic.</p> <p>10 Q So there is no technically feasible</p> <p>11 reason this cannot be utilized as that term is</p> <p>12 used in the First Report and Order?</p> <p>13 A Yeah. The 00- traffic will route over</p> <p>14 access trunks regardless of what jurisdiction we</p> <p>15 think the traffic might be.</p> <p>16 Q All right. I'm looking for a fairly</p> <p>17 simple answer. Under the term "technically</p> <p>18 feasible" as used in the First Report and Order,</p> <p>19 it is technically feasible for Sprint to utilize</p> <p>20 and to direct this traffic in the fashion it</p> <p>21 seeks to do?</p> <p>22 A The 00- traffic? Absolutely. However,</p> <p>23 the contract language doesn't specify --</p> <p>24 Q Forget the contract language.</p> <p>25 MR. EDWARDS: If he could allow</p>

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1 the witness to at least finish the answer,
2 please.
3 MR. COWIN: I'm sorry. Go ahead.
4 A The contract language in dispute is not
5 limited to a 00- traffic. It is local traffic.
6 Q So -- well, you agree that it's
7 technically feasible for 00-?
8 A For 00-, yes.
9 Q All right. Now, the real focus of your
10 issues, then -- let me talk about billing for
11 just a little bit. Are you generally familiar
12 with Verizon's access tariff?
13 A Generally.
14 Q If I can find it.
15 MR. COWIN: Excuse me just a
16 moment.
17 BY MR. COWIN:
18 Q Are you familiar with what a PIU is?
19 A Yes.
20 Q For the record, what is a PIU?
21 A Percent interstate usage.
22 Q And is it common for carriers to
23 have -- and a PIU is something that is provided
24 by an interexchange carrier to a local carrier,
25 to tell the local carrier what portion of the

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1 traffic that is going over an access facility --
2 a state -- and what portion is interstate,
3 generally?
4 A I wouldn't agree with that-
5 generalization.
6 Q How would you characterize it?
7 A It is provided by the interexchange
8 carrier to the local exchange carrier to assist
9 the local exchange carrier in
10 jurisdictionalizing those access calls for which
11 there is not enough information in the access
12 record to otherwise jurisdictionalize the call.
13 Q And why is there not enough information
14 in the access record?
15 A In the terminating direction, perhaps
16 CPN is not passed so that an originating number
17 is not present. In a 00- call, there's no
18 terminating number. You've got the originating
19 number, but not the terminating number, because
20 it's not dialed.
21 Q So it's a frequent occurrence in the
22 telecommunications business that you don't have
23 all the records you need to bill access. Is
24 that not correct?
25 A I wouldn't say that that is accurate.

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1 Q Okay.
2 A You said "records." We always have a
3 record.
4 Q You always have a record of a call, but
5 the record may not have any information in it
6 that's useful to you?
7 A Well, if it doesn't have any
8 information at all that's useful to us, we would
9 delete it.
10 Q And is it not the fact that you do get
11 records that have no information in the call
12 that's useful to you for billing access?
13 A Yes. There are certain of those, and
14 we would try to find the switch recording error
15 and fix it.
16 Q In fact, you do have switch recording
17 errors?
18 A I think we all do.
19 Q So, frequently, you estimate call
20 volumes in order to bill carriers. Is that not
21 correct?
22 A No.
23 Q Where you have -- say a tape gets lost.
24 What do you do then?
25 A We try to recreate it, and if we cannot

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1 recreate it, we absorb the loss.
2 Q You don't try to estimate it and bill?
3 A I do not believe so.
4 Q Okay. I'm going to hand you a copy
5 of -- I don't have additional copies of this.
6 All right. This is out of your FCC Tariff
7 No. 16, which was effective May 1, 2001. It
8 says -- I will point to you that -- I will
9 simply ask you to read from here to the end of
10 the paragraph into the record.
11 A Okay. "In the event the customer
12 message detail is not available because the
13 telephone company lost or damaged tapes or
14 experienced recording system outages, the
15 telephone company will estimate the volume of
16 lost customer access minutes of the use based on
17 previous, actual recorded usage. The customer's
18 facilities shall provide the necessary on-hook,
19 off-hook, answer and disconnect supervision."
20 Q Okay. According to your tariff, you do
21 estimate the --
22 A According to our tariff, we have the
23 right to estimate.
24 Q If you lost the tape, you would simply
25 eat that loss? Is that the general practice in

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1 the industry?
2 A I don't know what the general practice
3 is of the industry. But whether or not you
4 would attempt to do what that paragraph provides
5 you the right to do, it would certainly depend
6 on the volume of usage that you believe you
7 lost.
8 Q If the volume were significant, would
9 you attempt to estimate it? Say it happened
10 for -- say you had a malfunction in a switch and
11 you didn't record for a period of a month.
12 Would you just eat that loss?
13 A I don't know. It certainly would
14 depend on the line size of the switch, but I am
15 not on that side of the business. I do not know
16 to what extent we estimate usage. Even if you
17 estimate it, then you have to attempt to get the
18 interexchange carrier to pay the bill based on
19 estimated usage.
20 It may not be worth the effort.
21 Q Well, if it were a significant amount,
22 don't you think it would be in the best interest
23 of Verizon to at least attempt to collect that?
24 A I am not in that side of the business.
25 I don't know to what extent we would do that.

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1 Q Well, obviously, Verizon thought it was
2 important enough to put it in their tariff?
3 A Correct.
4 Q Okay. I'm on Page 6 of your direct,
5 right below the question, where it says,
6 "Operational reasons, which we've discussed
7 already." In the next paragraph you say, "We
8 have agreed to operate under the MECAB
9 guidelines." Do you see that?
10 A That's in the second paragraph.
11 Correct?
12 Q Yes. Do you have that section?
13 A The line begins with, "Per the industry
14 standard guidelines for the meet point billing
15 and switched access to IXCs as defined in" --
16 Q Yes.
17 A Okay. I'm there.
18 Q You reference a part of the
19 interconnection agreement and state that we've
20 already agreed to be bound by that. Correct?
21 A Correct.
22 Q We have not agreed to be -- "we," being
23 Sprint, have not agreed to be bound by that for
24 the purposes of 00- or multi-jurisdictional
25 trunks. Correct? Why are we here if we've

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1 agreed to it?
2 A To the extent that Sprint, the CLEC --
3 Sprint, the CLEC's end user -- initiated a call
4 using 00- -- and let's just say that Sprint, the
5 CLEC end user, was presubscribed to AT&T and
6 that that call was routed through a Verizon
7 access tandem on its way to AT&T, that call
8 would be subject to MECAB billing guidelines.
9 Q All right. But my point is simply that
10 we are in this arbitration because Sprint has
11 not agreed, as you have represented in your
12 testimony, to use those methods for 00-.
13 A Those methods -- that MECAB method is
14 not specific to the particular dialing of any
15 call. The contract language between the two
16 parties relative to meet point billing are not
17 in dispute.
18 So I would have to say that Sprint and
19 Verizon have agreed to use MECAB for all forms
20 of access as defined by MECAB.
21 Q All right. If I can refer you to
22 Page 8. The question I'm referring to is, "What
23 are the contractual reasons for Verizon's
24 position"? Do you see that question and your
25 answer?

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1 A I do.
2 Q Now, if we -- if a call terminates to a
3 CLEC through Verizon off the Sprint network,
4 whether it's access or whether it's local recip
5 comp, does Verizon pay that CLEC the
6 compensation?
7 A If the call terminates to the CLEC
8 through Verizon's tandem from an IXC, we are
9 contractually in a multiple tariff MECAB
10 arrangement where both the CLEC and Verizon bill
11 the IXC.
12 Q All right.
13 A And in the second instance where
14 Sprint, the CLEC, is sending a recip comp call
15 to a third-party CLEC through the Verizon
16 tandem, Verizon would bill Sprint, the CLEC, a
17 tandem transit charge. The third-party CLEC may
18 or may not bill Sprint call termination,
19 depending on their contractual arrangement with
20 you.
21 Q Agreed. So what you're discussing
22 there is the relationship between the CLEC and
23 Sprint. The obligation is between the CLEC and
24 Sprint?
25 A In that particular call, yes.

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1 Q And, in your testimony, where you refer
2 to this, Verizon is not paying the CLEC any
3 compensation. Is that not correct?
4 A That is correct.
5 Q Therefore, it is really between Sprint
6 and the CLEC to work out how this compensation
7 should be handled?
8 A That is correct; though, my testimony
9 isn't relative to compensation.
10 Q Okay. My question was, though.
11 A Yes, but you were referring to that
12 aspect of my testimony.
13 Q All right. As you see on page --
14 following that same paragraph, you talk -- you
15 have a question that says, "Does Sprint, the
16 ILEC, permit CLECs to combine
17 multi-jurisdictional traffic?"
18 If we did permit that, does that mean
19 Verizon would permit that?
20 A No.
21 Q So it's really irrelevant to your
22 decision whether we permit it or not?
23 A I find it a little bit telling of our
24 position being consistent with Sprint United.
25 Q And have you been involved in any of

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1 those contract negotiations?
2 A Being an employee of Verizon, no, I
3 have not.
4 Q So you don't really know whether that
5 was an issue that was discussed or not?
6 A No. But having looked at enough Sprint
7 United contracts, I get a filing that that's
8 your standard template for Sprint United.
9 Q Well, has any other CLEC approached you
10 for multi-jurisdictional trunks -- 00-?
11 A Well, multi-jurisdictional trunks, yes;
12 00-, no.
13 Q So we're just unique in all the world.
14 That's all.
15 A Not in terms of multi-jurisdictional
16 trunks, though.
17 Q I believe you agreed with me before
18 that Verizon offers speed calling?
19 A Correct.
20 Q And I will give you a copy of your
21 local exchange tariff and simply ask that you
22 read the description into the record.
23 MR. COWIN: I'll just mark this as
24 an exhibit, Exhibit G, I believe.
25 (Sprint Exhibit G was marked)

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1 BY MR. COWIN:
2 Q Do you agree that Verizon offers speed
3 calling in Texas?
4 A Yeah. Let's see. I'm looking at GTE
5 Southwest, Incorporated, Texas General Exchange
6 Tariff, Section 16, Sixth Revised Sheet No. 2A,
7 Customer Calling Services, and the first service
8 listed there is speed calling.
9 Q And that's where you just dial digits,
10 and it dials the phone number for you. You dial
11 abbreviated digits, and it dials the phone
12 number?
13 A While I work for the telephone company,
14 I'm not very good at -- I'm a late innovator, I
15 guess, or a late adopter when it comes to
16 services like this.
17 Q Speed calling -- you would be able
18 to -- is it your opinion that you would be able
19 to do both local calls with that and long
20 distance calls with speed calling?
21 A I expect so.
22 Q And would you characterize speed
23 calling as a substitute service perhaps for
24 voice-activated dialing?
25 A I imagine in an economist's view, they

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1 are. They're certainly not perfect substitutes,
2 but I'm not -- I can't remember -- it's been too
3 long since I've been to school -- what an
4 economist would call those two products in terms
5 of their substitutability.
6 Q Okay. That's fair. You do have an
7 economics degree?
8 A Yeah. It's hard to remember, isn't it?
9 Q All right. You also have three -- now,
10 is speed calling a local service?
11 A Yes.
12 Q Even though you can call long distance
13 with it, it's a local service?
14 A And whether you can call long
15 distance -- whether or not one of the speed
16 numbers you can program into it is being a long
17 distance number, as I testified a bit ago, I
18 really don't know. I expect so.
19 Q But even if you could use it in that
20 fashion, it's still a local service?
21 A Speed calling is, yes.
22 Q So would three-way calling. You could
23 do a long distance call on three-way calling?
24 A I expect so.
25 Q And you would -- and three-way calling

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1 then is a local service?
2 A The three-way calling is. Though, the
3 long distance call -- to the extent the third
4 party was a long distance call, the long
5 distance call would not be a local service.
6 MR. COWIN: I would like to have
7 this sheet, if I haven't already done, marked as
8 Sprint Exhibit G.
9 BY MR. COWIN:
10 Q I would like to refer you to Page 13.
11 It's my Page 13 again. It says, "What are" --
12 the question is, "What are the industry
13 standards relative to 00-?" Have you found it?
14 A Yeah, it goes a little bit from there,
15 but I think I have found it.
16 Q The first thing you do is refer to
17 Munsell Exhibit 4, which is the notes on the LEC
18 networks specifics (sic). Do you see that
19 reference?
20 A Yeah, "specifics," but, yes.
21 Q Oh, I'm sorry. What is the date of
22 that document that you're referring to?
23 A I don't have it in front of me. I'm
24 not sure if it is dated.
25 Q I can hand you a copy of it.

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1 A That would be good. I knew I should
2 have brought it with me. That is dated April
3 1994.
4 Q April 1994. When was the
5 Telecommunications Act of 1996 passed?
6 A Oh, February 1996?
7 (Laughter)
8 Q Okay. And you also referred to the
9 industry numbering committee -- are you going to
10 need a copy of this, too?
11 A No. I've got a copy now.
12 Q All right. First of all, the industry
13 numbering committee document, CIC guidelines --
14 do you have that document in front of you?
15 A Yes.
16 Q Okay. Do you agree with the
17 characterization that this document is, first of
18 all, a number conservation guideline?
19 A I would say that that's one aspect of
20 this document.
21 Q Okay. On the first page of -- or,
22 actually, it's Page 2 of those guidelines. It
23 says, "These guidelines have been formulated
24 with consideration of the following two
25 legitimate needs. First, the recognition that

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1 the CICs represent a finite resource and should
2 therefore be used efficiently and conserved to
3 the extent possible, and, second, that their
4 prudent use is inherent in the provision of
5 telecommunications services."
6 It seems to me that that's the purpose
7 of this document.
8 A Yeah, and that's relative to CIC codes.
9 You asked me about -- whether I think of
10 numbering conservation, I think of NPA-NXXs
11 conservation, not CIC codes.
12 Q Okay. For CIC codes, then, the primary
13 purpose of this document is the conservation of
14 CIC codes?
15 A Yes, given that we had recently moved
16 from a three-position CIC code to four position,
17 and no one wants to go through that expense
18 again.
19 Q All right. And, then, in the preceding
20 paragraph, it says, "These guidelines do not
21 detract from the ability of an appropriate
22 governmental or regulatory agency to exercise
23 authority over any and all of the issues
24 herein." Do you see that statement in the
25 preceding paragraph?

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1 A I see that.
2 Q What that is telling me is that state
3 commissions, although these may be guidelines --
4 this is no way impedes the ability of a state
5 commission to do whatever it wants with respect
6 to any and all issues that may be affected by
7 these guidelines.
8 Is that a correct characterization?
9 A A fair characterization. I would say
10 the state commissions certainly should be
11 cautious relative to technical issues.
12 Q What is ATIS, come to think of it?
13 A Alliance for Telecommunications
14 Industry Solutions.
15 Q What is this organization?
16 A This organization is a consortium of
17 interexchange carriers, wireless service
18 providers, incumbent local exchange carriers,
19 competitive local exchange carriers, switch
20 vendors and third parties who provide services
21 to those segments of the industry.
22 It is those members or those
23 participants from those different industry
24 segments that both bring issues that they
25 believe need resolution, as well as working

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1 through the resolution of those issues that ATIS
2 focuses on.
3 Q Is one of the subcommittees or
4 committees of ATIS the ordering and billing
5 forum?
6 A Yes.
7 Q In fact, weren't you at one point a
8 participant on behalf of Verizon in the ordering
9 and billing forum?
10 A Yes.
11 Q How quickly does the ordering and
12 billing forum make changes to industry
13 practices?
14 A It depends on the issue being brought.
15 Some are relatively quick. Some, especially if
16 there's technical standards that need to be
17 changed, are very slow.
18 Q I'll hand you a document and let you
19 have an opportunity to look at it, Mr. Munsell.
20 The document I handed you is dated 11-15-99, and
21 this is a document where Sprint made a request
22 to the ordering and billing forum for changes to
23 modify existing LSR fields and add new LSR
24 fields to certain practices to support the
25 ordering of vertical services and features by

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1 new entrants as agent for the end user when the
2 resale of the entire count is not requested. Do
3 you see that?
4 A Yes.
5 Q Is this the type of document that would
6 be submitted to the OBF in order to request
7 certain changes to their practices?
8 A This document, as it stands right here,
9 is documentation of the committee work that has
10 gone on since the original issue was brought to
11 OBF by Sprint. So this document is not what
12 Sprint would have brought forth.
13 Q But that document is a document that
14 represents the way OBF would approach an issue
15 and process the issue through whatever
16 proceedings or determinations it needs to do?
17 A Correct.
18 Q And I pointed out that -- are you
19 familiar with this particular issue, by the way?
20 A Yes.
21 Q Ordering vertical features on a
22 stand-alone basis?
23 A I am familiar with the issue. I am
24 not -- did not participate in the OBF committee
25 dealing with ordering.

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1 Q But this was -- this issue originated
2 approximately at the same time you were a
3 representative for Verizon to the OBF.
4 MR. EDWARDS: If I could just pose
5 an objection here. This is an issue in this
6 proceeding that we have agreed to submit based
7 on the pleadings, and Mr. Munsell is not the
8 witness who filed testimony on the resale of
9 vertical features issue.
10 MR. COWIN: I was more going
11 toward the process.
12 MR. EDWARDS: That's where I
13 thought you were going, but now you're asking
14 specific questions on the issue.
15 MR. COWIN: I asked him if --
16 well, I meant to ask him if he was familiar with
17 this specific --
18 MR. EDWARDS: Issue.
19 MR. COWIN: -- issue as far as OBF
20 was concerned. That's what I was trying to --
21 MR. EDWARDS: And that's where I
22 posed the objection.
23 A And when I was at OBF --
24 MR. EDWARDS: I've got --
25 MR. COWIN: I think he's going to

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1 answer that he's not --
2 A When I was at OBF, I was not familiar
3 with this issue.
4 MR. BALLARD: Just a minute,
5 please.
6 MR. COWIN: I'll withdraw it,
7 then.
8 MR. EDWARDS: Thank you.
9 BY MR. COWIN:
10 Q But on a complicated issue, it can take
11 a long time for OBF to react to industry
12 requests in order to process changes to its
13 guidelines. Would that be a correct statement?
14 A Well, the first thing that has to
15 happen -- and one thing that I do believe
16 happened with that issue is a determination of
17 whether or not that is an issue appropriately
18 addressed by OBF.
19 Q And it can -- that process, then, is
20 undertaken and a determination is made in
21 another -- it can take a long time, was my only
22 point.
23 A It sure can.
24 Q Okay. Thank you.
25 MR. COWIN: Can we go off the

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1 record for a second?

2 MR. BALLARD: Okay. We'll go off

3 the record.

4 (Off the record)

5 MR. BALLARD: We're going to

6 continue through the finish -- and finish

7 cross-examination of this witness, and hopefully

8 that will be done before 12:30, 12:45.

9 MR. COWIN: I'll try to do that.

10 I believe this will be Sprint H.

11 (Sprint Exhibit H was marked)

12 BY MR. COWIN:

13 Q Mr. Munsell, I direct your attention to

14 what I would like to have marked as Sprint

15 Exhibit H. Do you have that in front of you?

16 A I do.

17 Q This is a page out of the -- it's

18 listed as the General Telephone Company of the

19 Southwest general exchange tariff. I would

20 represent to you that I pulled this off a tariff

21 service as a current tariff within the state of

22 Texas for what is now Verizon.

23 I would simply direct your attention to

24 local message. Do you see that reference?

25 A I do.

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1 Q Can you read that, please?

2 A "Local message: A completed call

3 between stations located within the same local

4 calling area."

5 Q Do you agree with that characterization

6 of a local message?

7 A In the context of this tariff, yes.

8 Q You would agree also that your access

9 tariffs define jurisdictionally the call based

10 upon the originating number and the terminating

11 number of those calls?

12 A I'm not sure if it's based on the

13 number. I haven't read the access tariff that

14 completely lately.

15 MR. COWIN: This will be I.

16 (Sprint Exhibit I was marked)

17 BY MR. COWIN:

18 Q Okay. I've handed you what's been

19 marked for identification as Sprint Exhibit I.

20 This is out of your -- out of GTE Southwest,

21 Incorporated's state access tariff.

22 I would refer you to jurisdictional

23 definitions in about the middle of the page. Do

24 you see those?

25 A Yes, I do.

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1 Q Can you read those?

2 A "Interstate: A call is an interstate

3 communication if the call originates from a

4 telephone number within the boundaries of one

5 state or country and terminates outside the

6 boundaries of the state of origination."

7 Q And could you read intrastate?

8 A "Intrastate: A call is an intrastate

9 communication if the call both originates from a

10 telephone number and terminates to another

11 telephone number within the boundaries of the

12 same state."

13 Q Okay. And would you -- I will again

14 ask you for jurisdiction purposes: Is the

15 originating telephone number and the terminating

16 telephone number determinative as to the

17 jurisdiction of the call?

18 A Yes.

19 Q And, in fact, Verizon uses a product

20 called "Agilent SS7," does it not?

21 A In some areas of the country, I

22 understand we do.

23 Q Does it use it in Texas?

24 A I do not believe so.

25 Q And how does that -- what is the

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1 purpose of that software?

2 A That software has a variety of uses,

3 depending on what software package you pay

4 Agilent for. Perhaps one of its most prevalent

5 uses is the real-time detection of fraud.

6 Q Isn't it used in order to verify PIUs

7 delivered by interexchange carriers to Verizon?

8 A That could be another use of it.

9 Q And isn't the mechanism by which that

10 software makes that determination the

11 originating number and the terminating number of

12 the call?

13 A Correct. However, I might add that you

14 don't need that software to do that.

15 Q Then why did you get it?

16 A Probably for the fraud.

17 Q But you do use it for verification of

18 PIUs?

19 A I don't know that.

20 Q Do you know if Sprint has any PIU

21 disputes with Verizon?

22 A No, I do not.

23 Q Would you expect that Sprint does have

24 PIU disputes with Verizon?

25 A I wouldn't expect, one way or the

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1 other.
2 Q Okay. And would you agree with me that
3 if this Commission were able -- were to see fit
4 to approve Sprint's proposal in this docket that
5 Sprint and Verizon would be able to come up with
6 appropriate contract language?
7 A It depends on what specifically the
8 Commission approved, relative to this issue.
9 Q Whatever they approve, we could come up
10 with appropriate contract language, could we
11 not?
12 A We could come up with contract
13 language. Whether or not it could be
14 implemented would be another matter all
15 together.
16 Q If part of their approval was to
17 require an adjustment to the billing as
18 described by Mr. Hunsucker, we could certainly
19 accommodate that, could we not?
20 A Yes, we could.
21 MR. COWIN: Could I have just one
22 moment? If I may use the -- I'm not excited
23 about this.
24 (Laughter)
25

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1 BY MR. COWIN:
2 Q Okay. This is our local calling area.
3 Can you see this okay?
4 A I can.
5 Q This is a Verizon customer. This is
6 another Verizon customer. You will agree that
7 they're both within the same local calling area?
8 A They do appear to be.
9 Q All right. This is a Verizon operator
10 service center. Do you understand what I'm --
11 A Yes, I do.
12 Q Isn't it likely -- or it's probable
13 that your operator service center is not going
14 to be within your local calling area?
15 A Very probable.
16 Q Now, this Verizon customer dials 0 and
17 gets an operator and says, "Connect me to John
18 Doe." This John Doe over here. That is a local
19 call, is it not?
20 A Yes.
21 Q Now, if this were the Sprint VAD
22 platform, your contention is that that would not
23 be a local call?
24 A It depends on how he dials it.
25 Q He dials 00.

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1 A Then, no, it is not a local call.
2 Q Now, one question -- say this is a Time
3 Warner customer up here, and this is a Sprint
4 VAD platform. Is that a local call?
5 A Again, how is it originated?
6 Q Customer No. 1 dials 00. It goes to
7 the Sprint -- this is now the Sprint VAD
8 platform.
9 A I would still say that's an access
10 call.
11 Q Even if it terminates to a CLEC
12 customer?
13 A Yes.
14 Q But then you have -- it originates on
15 one carrier's network and terminates on another.
16 A Certainly, yeah.
17 Q But it's still access?
18 A I would say, yeah. It's originating
19 with an access code. It's routed over access
20 facilities. It's access.
21 Q What's the difference between an access
22 facility and a local interconnection facility?
23 A Usually Feature Group D signaling
24 versus Feature Group C, but --
25 Q But the cable is the same.

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1 A Yes.
2 Q It's not differently colored or
3 anything like that?
4 A Not that I know.
5 Q You don't have super cable for an
6 access facility and --
7 A No. I would say it's limited probably
8 to the signaling -- the Feature Group D versus C
9 signaling.
10 Q And that is done by the switch.
11 Correct?
12 A What is done by the switch?
13 Q The signaling that you're talking
14 about.
15 A Well, the signaling is done by the
16 switch, but the access trunk or the local
17 interconnection trunk is set up for specific
18 signaling.
19 Q But that is the only difference between
20 an access facility and a local facility?
21 A The only one I would know of.
22 Q And, generally, your cost of providing
23 either one would be the same?
24 A I have no idea what the costs are --
25 what the cost differences are between the two.

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1 Q Cost doesn't depend upon the
2 jurisdiction of a call going over the facility?
3 A Well, I don't know whether the costs
4 between the two are any different.
5 Q Okay. If you have an access facility,
6 you put both intrastate access and interstate
7 access over that facility?
8 A Correct.
9 Q Cost is irrelevant to the jurisdiction
10 of the call going over that facility?
11 A Correct.
12 Q And the same would be true if you put a
13 local call over that facility. Cost would be
14 irrelevant to the cost of that facility?
15 A Correct.
16 MR. COWIN: What I would like to
17 do, with your permission, is to make a document
18 of the three scenarios I described and submit it
19 as a late-filed exhibit, if you don't have any
20 objections.
21 I would simply lay out much cleaner, of
22 course, the Verizon operator service, the -- the
23 three scenarios would be the Verizon operator
24 service, the Sprint VAD, and the third scenario
25 would be where this is a CLEC customer and not a

1 or pricing in general. I do not know.
2 Q That pricing differential is a result
3 of regulation, is it not?
4 A Certainly the tariffs that allow for
5 the different rates are approved through
6 regulation.
7 Q Well, consciously, it's a result of
8 regulation.
9 A All right.
10 Q One set of rates is approved by the
11 FCC -- interstate access rates -- and they have
12 had a conscious desire to do what with
13 interstate access rates?
14 A Reduce them.
15 Q Intrastate access rates is another
16 element of this, and there is less desire to
17 reduce intrastate access rates. Is that not
18 correct?
19 A I don't know if that's correct or not.
20 Q Now, with local rates, there is a
21 specific policy statement to set local rates
22 based upon TELRIC. Is that not correct?
23 A I don't believe that's correct.
24 Q Local interconnection rates based upon
25 TELRIC. Is that correct?

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1 Verizon customer, just to enhance the record.
2 MR. EDWARDS: Just one second.
3 MR. BALLARD: Sure.
4 MR. COWIN: Because obviously you
5 can hardly see this.
6 MR. EDWARDS: I don't have any
7 objection to doing that as long as I have an
8 opportunity to look at it.
9 MR. COWIN: I'll send it to you
10 first.
11 MR. EDWARDS: That would be fair.
12 BY MR. COWIN:
13 Q One other question. Even though you
14 have access facilities, you may have different
15 types of traffic going over this access
16 facility, and your costs are the same. Correct?
17 Didn't we agree on that?
18 A For the different types of traffic on
19 that access facility, yes.
20 Q But you charge differently. Isn't that
21 correct?
22 A Based on the jurisdiction and the --
23 Q Why is that?
24 A I don't believe my testimony represents
25 that I have anything to do with pricing policy

1 A Under the Act, yes.
2 Q And that was there to encourage
3 competition. Correct?
4 A Correct.
5 MR. COWIN: Okay. Thank you,
6 Mr. Munsell. I would like to move exhibits --
7 it would be F through I -- Sprint Exhibits F
8 through I.
9 MR. BALLARD: Any objection?
10 MR. EDWARDS: No objection.
11 MR. BALLARD: Okay. Sprint
12 Exhibits F, G, H and I are admitted into the
13 record. We're going to hold Sprint Exhibit J as
14 the charts that you're referring to.
15 (Sprint Exhibits F, G, H and I
16 were admitted)
17 MR. COWIN: I appreciate that.
18 Thank you. I will get those to Mr. Edwards.
19 MR. BALLARD: And I would expect
20 the parties to agree on that before it's filed
21 with the stipulation that it's agreed to.
22 MR. COWIN: Yes.
23 MR. BALLARD: Okay. Is that
24 everything you have for the witness, then, for
25 right now?

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1 MR. COWIN: Yes.
2 MR. BALLARD: Okay.
3 MR. EDWARDS: I have just a couple
4 of questions on redirect.
5 REDIRECT EXAMINATION
6 BY MR. EDWARDS:
7 Q Mr. Munsell, Mr. Cowin asked you
8 several questions regarding Verizon's speed
9 dialing product. Do you remember those?
10 A Yes, I do.
11 Q And asked you whether that was a local
12 service product and could it be used to provide
13 a long distance call. Do you remember that?
14 A Yes, I do.
15 Q And if that product is used to provide
16 a long distance call, is it correct that an EXC
17 carries that long distance call?
18 A Certainly for an interLATA call, that
19 is correct.
20 Q And what charges would that EXC pay?
21 A Access charges of the appropriate
22 jurisdiction.
23 Q Now, Mr. Cowin also asked you questions
24 regarding whether Verizon uses any trunks that
25 carry both access and local traffic. Do you

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1 remember that?
2 A Yes, I do.
3 Q Do those situations where Verizon
4 carries both access and local traffic present
5 the same billing issues as Sprint's proposal
6 does?
7 A No, they do not.
8 Q Can you explain why that is?
9 A I'll try. When Verizon is carrying
10 local traffic and access traffic on the same
11 trunk group, the portion of the network where
12 that occurs is between the Verizon end office
13 and the access tandem which that Verizon end
14 office subtends.
15 The call records on originating access
16 are created by the Verizon end office. Under
17 current MECAB guidelines with Verizon as the end
18 office company provides the tandem company,
19 which may be a different company, a summary of
20 those call records, whereby, both entities bill
21 the interexchange carrier.
22 So by placing access and local on the
23 same trunk group, you don't have the problem of
24 duplicate records, because the tandem company
25 does not create any records in the originating

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1 direction of access under current guidelines.
2 Q And is it correct that the problem --
3 the issue -- is what to do with duplicate
4 records for access when they exist?
5 A I would say that it is not -- as a
6 general proposition, it is not a good practice
7 to get into, to, in the first place, create
8 duplicate records through which you have to sort
9 and try to delete the duplicates to the extent
10 that the duplicates are used for the same
11 purpose, like billing the interexchange carrier.
12 And if you, for whatever reason, do
13 determine that you want duplicate records, I
14 would say the general proposition again -- you
15 better have a very good -- you better have an
16 ability to accurately identify those duplicate
17 records and to treat them accordingly.
18 Q Now, are you the Verizon contract
19 negotiator with Sprint for the interconnection
20 agreement at issue or the language as issued in
21 this proceeding?
22 A Yes, I am.
23 Q To your knowledge, does Sprint have the
24 capability to perform that billing function or
25 that record identification function that you

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1 just testified to?
2 A I don't believe Sprint does --
3 MR. COWIN: I object. That's not
4 a fair question.
5 MR. EDWARDS: Well, let me
6 rephrase it.
7 BY MR. EDWARDS:
8 Q In your contract negotiations, have you
9 been informed by Sprint that that capability
10 exists?
11 A Sprint informed me that they intended
12 to identify the duplicate records based on the
13 originating telephone number and the trunk
14 group.
15 Q And from Verizon's position, is that
16 sufficient?
17 A No, because that information is the
18 same regardless of who the toll provider is.
19 And my point was to Sprint, "You need to be able
20 to identify on these calls whether or not
21 Verizon is the toll provider -- Verizon as an
22 ILEC -- versus AT&T as a toll provider. And if
23 it's terminating to Sprint on the same trunk
24 group, the originating number will not tell them
25 that, nor will the trunk group number.

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1 MR. EDWARDS: That's all I have.
2 Thank you.
3 MR. BALLARD: Anything else?
4 MR. COWIN: No further questions.
5 MR. BALLARD: Okay. Anything else
6 for this witness? If not, let's go off the
7 record for a few minutes.
8 (Off the record - luncheon recess)

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1 A (Hunsucker) Yeah, I don't remember us
2 making that proposal. Maybe I --
3 Q Okay. I had read that in the testimony
4 somewhere. That's kind of my question. Are we,
5 as Staff, to consider a 1010 scenario as any
6 part of this with regard to Issue 2 or Issue 3
7 in this proceeding?
8 A (Hunsucker) As far as Sprint is
9 concerned -- I mean, we don't have any -- we
10 don't want to roll the product out using a 1010
11 dialing code or anything like that.
12 It's going to be the same issue with
13 Verizon. They are going to say it's access.
14 We're going to have to pay access. What we want
15 to do is use 00-, because it's the simplest way
16 for customers to access our platform to complete
17 local and long distance calls.
18 MS. SHELDON: Okay. Thank you for
19 that clarification.
20 MR. ADAIR: My turn?
21 MS. SHELDON: Sure.
22 BY MR. ADAIR:
23 Q I have a handful of questions for each
24 of you, and some of them will be for both of
25 you. So we'll just kind of take them as they

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1 AFTERNOON SESSION
2 THURSDAY, NOVEMBER 29, 2001
3 (1:05 p.m.)
4 MR. BALLARD: We'll go back on the
5 record for 24306 for Staff's Clarifying
6 questions for Issues 2 and 3.
7 MS. SHELDON: I can begin.
8 PANEL MEMBERS: MICHAEL R. HUNSUCKER
9 AND WILLIAM MUNSELL
10 having been first duly sworn, testified further
11 as follows:
12 CLARIFYING QUESTIONS BY ARBITRATORS
13 AND COMMISSION STAFF
14 BY MS. SHELDON:
15 Q Mr. Adair has a bunch of questions. I
16 just had one issue I wanted to cover first
17 before I defer to him.
18 We discussed at length the "00" VAD
19 dialing scenario, dialing service, and at
20 various points mentioned in the testimony also
21 the use of a 1010 service.
22 Sprint, I believe, made a proposal to
23 use -- you may be considering using a 1010
24 service for a caller to dial another caller in
25 the same local calling area.

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1 come. Mr. Hunsucker, this first one, I
2 believe --
3 MR. BALLARD: Marshall, can you
4 speak in the microphone so the Court Reporter
5 can hear you?
6 BY MR. ADAIR:
7 Q One of the scenarios I think we talked
8 about shortly before the break was one of these
9 voice-activated dialing calls where it ends up
10 terminating to a different CLEC.
11 There was some discussion in the joint
12 DPL document that would put Verizon in violation
13 of various interconnection agreements. What I
14 would like, I guess, is a little bit of
15 discussion on that briefly from each party as to
16 whether that situation violates interconnection
17 agreements, or if there is any way around that
18 in this scenario.
19 A (Munsell) Shall I start?
20 Q Sure. That's fine.
21 A (Munsell) I believe I looked at every
22 single facilities-based interconnection
23 agreement we have in effect in Texas on this
24 issue.
25 Each one of those agreements require

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1 that the parties -- the CLEC and Verizon --
2 route access traffic on trunk groups separate
3 from local traffic.
4 If Verizon is required to combine local
5 traffic and access traffic on the same trunk
6 group between Sprint, the CLEC, and Verizon, and
7 if that traffic from Sprint, the CLEC, is
8 actually destined to one of these third-party
9 CLECs and the traffic is basically transiting
10 the Verizon access tandem, the access tandem has
11 absolutely no technical ability to separate the
12 local traffic from the access traffic on that
13 trunk group from Sprint to place it on the
14 appropriate trunk group between Verizon and the
15 third-party CLEC.
16 Q Okay. Mr. Hunsucker, can you address
17 that?
18 A (Hunsucker) Yeah. If you limit and
19 really focus on what Sprint's trying to do with
20 00- VAD, I don't think it would place Verizon in
21 any noncompliance in their contracts.
22 What's going to happen is that the
23 customer will dial 00-. The call will come to
24 the Sprint platform, and it could still transit
25 a Verizon tandem and terminate to Verizon or to

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1 another CLEC over the same facility.
2 What will happen in that case is,
3 Sprint will have to go out and enter into an
4 agreement with the terminating CLEC for the
5 appropriate compensation, just like we're trying
6 to do here today with Verizon for appropriate
7 compensation.
8 Obviously, we bring this issue up first
9 with Verizon because with Verizon being the
10 incumbent LEC, they have, you know, the vast
11 majority of the customers. So from a financial
12 standpoint, we work the arrangement with Verizon
13 first. Then we will have to go to the other
14 carriers to treat it as local.
15 Until we do that, we may have to pay
16 the other carriers access on that traffic, but
17 our intent is to go and negotiate an agreement
18 with them. As Sprint, that would basically take
19 Verizon out of the picture on the compensation
20 scheme.
21 Q So you believe if you negotiated that
22 with however many of those other CLECs, that
23 would take Verizon's allegations of their own
24 violations of interconnection agreements out of
25 the picture?

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1 A (Hunsucker) That's my opinion, yes,
2 because what it may require -- well, I don't
3 even know that. Yeah, I think it will take it
4 out of the picture.
5 Q Okay.
6 A (Munsell) And can I respond to that?
7 Q Sure.
8 A (Munsell) To the extent that Sprint in
9 their negotiation with a third-party CLEC agreed
10 to directly route all traffic to that third
11 party and to bypass the Verizon access tandem
12 with any traffic between Sprint and that third
13 party, in that instance and in that instance
14 alone would it alleviate any contractual
15 problems that I foresee.
16 Q So only if they direct routed it over
17 Sprint facilities?
18 A (Munsell) Well, over -- if they direct
19 routed it and bypassed the Verizon access
20 tandem. Whether or not they have an agreement
21 with that third-party CLEC to compensate this
22 00- traffic at something different than access
23 does not relieve Verizon of the contractual
24 obligations we'll entered into with them to
25 separate local traffic from access traffic on

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1 those two trunks groups.
2 Q Would you like to reply?
3 A (Hunsucker) Yes. If you agree with
4 our definition of what constitutes a local call,
5 that traffic's being completed today by Verizon.
6 So what Verizon is basically saying is that they
7 are in noncompliance with the agreement today.
8 They asked me, you know, a lot of
9 questions to suggest that we're paying access on
10 local calls today. But if that's really a local
11 call that they are routing over that same
12 facility, then, you know, it would be my
13 contention that they are violating their
14 contract today.
15 I just don't see this as the real cause
16 of them being in violation of the contract.
17 A (Munsell) And, hopefully, my last
18 comment -- the contract language in dispute does
19 not define the local traffic as 00- traffic.
20 They are not used synonymously. Now, I
21 understand Sprint's contention that local
22 traffic includes the 00- traffic that originates
23 and terminates in the same local calling area,
24 but that is not the extent of local traffic.
25 Q Okay. I think the same physical

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1 scenario but a different question -- the
2 terminating user is a CLEC -- a third-party CLEC
3 customer. Verizon -- what compensation should
4 take place on such a call made over Sprint's VAD
5 service and terminated at a CLEC user like that?
6 Who would pay who and what rates?
7 A (Munsell) Is the call, again,
8 originated from the Verizon end user through a
9 Sprint VAD terminated to a third-party CLEC?
10 Q Right. And within the same exchange.
11 A (Munsell) I would believe that Verizon
12 should bill Sprint originating access charges.
13 What the third-party CLEC bills Sprint certainly
14 depends on whatever agreement the third-party
15 CLEC has with Sprint, and I think I'll just
16 leave it at that.
17 Q What about between -- do you see any
18 compensation of any sort between Verizon and the
19 third-party CLEC?
20 A (Munsell) No.
21 Q So no recip comp?
22 A (Munsell) I don't see that, no.
23 Q I think you-all covered this earlier.
24 I don't remember your answer. Would you or
25 would you not consider that to be a local call?

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1 A (Munsell) I would call that an access
2 call.
3 Q Okay. Sprint?
4 A (Hunsucker) Obviously, we would call
5 that a local call. It originates and terminates
6 in the same local calling area. If you look at
7 the Texas Substantive Rules that define a "local
8 calling area," it fully complies with the Texas
9 definition of a local call.
10 Q Would you believe -- I'm eliminating
11 you as a party to the compensation here in this
12 question, but do you believe the CLEC and
13 Verizon would owe each other any kind of
14 compensation in that scenario?
15 A (Hunsucker) No. I think we would
16 agree to pay Verizon UNE-based transport on the
17 originating side, and then it would be Sprint's
18 responsibility to pay the CLEC the terminating
19 reciprocal compensation.
20 Q Sprint to the CLEC -- no relationship
21 in terms of compensation between the CLEC and
22 Verizon in that scenario?
23 A (Hunsucker) That would be my opinion,
24 yes.
25 Q Any follow-up on that?

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1 A (Munsell) No.
2 Q This one, in particular, is for
3 Mr. Munsell. In your testimony -- if you need
4 to look at it, I'm on Page 10 -- my version.
5 A (Munsell) Direct?
6 Q Direct, yes. It's my Page 10. The
7 question starts, "How does the pricing of Sprint
8 operator service routed calls..."
9 A (Munsell) I see that.
10 Q In about the middle of that paragraph,
11 you have what essentially is a definition or
12 serves as one. It says, "These calls,
13 therefore, are exchange access calls because
14 they are transported over exchange access
15 facilities."
16 A (Munsell) I see that.
17 Q I just want to make sure I read that
18 correctly. You're, then, defining that a call
19 is an exchange access call because it's over
20 access facilities?
21 A (Munsell) And I would say, more
22 fundamentally, how it got on that exchange
23 access facility is based on the industry
24 standards documents that I have attached to my
25 testimony in terms of it's presubscribed to

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1 Sprint or it's a 00- call and it's presubscribed
2 to Sprint or it's a 10-XXX call and it's the
3 IXC's CIC code -- who the toll provider is,
4 based on the information that is either in the
5 end user's presubscription or how the end user
6 specifically dialed that call.
7 Q So even though you didn't say so at
8 this point in your testimony, you're now adding
9 to that that you believe the dialing pattern is
10 a portion of how you would define that call
11 being an access call?
12 A (Munsell) Well, the dialing pattern is
13 what the switch uses to determine what trunk to
14 put it on. So, yes.
15 Q Okay. Following down the same path,
16 then, you've said that it's an access call
17 because it's on an access facility. What
18 defines whether a facility is an access
19 facility?
20 A (Munsell) That the IXC ordered it out
21 of an access tariff, in my mind, makes it an
22 access facility.
23 Q And so if they ordered it some other
24 way for certain calls, is it then still an
25 access facility?

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1 A (Munsell) I'm not aware that an IXC
2 can order these facilities any other way besides
3 an access tariff.

4 A (Hunsucker) I think if you look at
5 the -- I'm trying to remember -- supplemental
6 order from the FCC, they obviously said that
7 IXCs, at least for dedicated access, could order
8 facilities as a UNE provided they certify that a
9 significant amount of local traffic goes over
10 those facilities.

11 So, obviously, they are not looking at
12 the facility it goes over. They are looking at
13 the intended use of that facility. One other
14 thing I would kind of note here relating to what
15 you call the "facility," is that Sprint PCS has
16 an agreement with Verizon for terminating
17 traffic over local interconnection trunks.

18 And in that agreement, they require us
19 to pay some percentage of that traffic at access
20 rates, because we're putting some small
21 percentage of access over local. So if we're
22 putting it over local facilities, then I don't
23 know why our wireless carriers should pay access
24 if it's a local facility.

25 But if the flip side is true and we

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1 phone call -- all the transport to and from the
2 Sprint POP are in use and not available for
3 anything else?

4 A (Munsell) That is my expectation, yes.

5 A (Hunsucker) Yeah, I would agree with
6 that, because the call has to be connected from
7 the originating end user to the terminating
8 party.

9 So it is using the facility all the way
10 through the Sprint network to the terminating
11 party, and, of course, usage would be recorded
12 on that, and we would pay for the amount of time
13 that that was up at TELRIC-based rates.

14 So we would be paying for the use of
15 that facility for the entire duration of the
16 call.

17 Q Would that hold true even if the
18 terminating user was out of the same end office
19 as the originating user?

20 A (Hunsucker) My belief is, yes, because
21 that's still going to have to be connected
22 through the Sprint network. Sprint's network
23 actually makes the final determination of where
24 that call routes for terminating. So, yes, I
25 believe that whole thing would stay up.

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1 want to put access over -- or local over access,
2 they want us to pay all of that at access rates.

3 Q Okay. Going back to you just one more
4 time because I want to make sure I understood
5 your answer a moment ago. So, basically, your
6 definition of what makes a facility an access
7 facility is that it was ordered from an access
8 tariff?

9 A (Munsell) Yes.

10 Q Okay. Changing directions fairly
11 radically for a second -- in this scenario we're
12 talking about with a voice-activated dialing
13 call and it routes over some portion of
14 Verizon's facilities -- and my understanding
15 would be that that could vary, depending on
16 where switches are and where tandems are, et
17 cetera.

18 But nonetheless, that call is placed.
19 It gets to the Sprint POP. It does its thing,
20 and sends it ultimately to the end office of the
21 terminating user. My question is to each of
22 you. For what duration are those facilities --
23 Verizon facilities in use?

24 A (Munsell) The entire duration.

25 Q Okay. So the entire duration of the

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1 Q So you-all both agree that that
2 connection never drops off and establishes a
3 separate connection simply between the two end
4 users?

5 A (Munsell) Correct.

6 A (Hunsucker) Yeah, that's right.

7 A (Munsell) If it wasn't using VAD --
8 you're right. No interoffice facilities would
9 be used, and it would be just a line-to-line
10 call through that one central office, but no
11 interoffice facility is used.

12 Once you introduce VAD, you now are
13 utilizing interoffice facilities for the
14 duration of that call.

15 Q Okay. Again, both of you. Could you
16 each comment on what incremental costs you
17 believe Verizon would incur from this VAD call.
18 And let me define "incremental" to some extent.

19 I'm not going to get into the economics
20 of it, but incremental above and beyond what
21 costs would have been incurred had it been
22 simply a Verizon local call.

23 A (Munsell) Certainly. It very much
24 depends on whether or not that was -- the
25 originating and terminating numbers were

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1 intraswitch or interswitch. If it's
2 intraswitch, the incremental cost would be -- if
3 the call was intraswitch -- the numbers were
4 intraswitch, but it was tandem routed due to
5 VAC, it would be the interoffice facilities to
6 the tandem -- tandem switching -- and then in
7 the reverse direction, it would also be tandem
8 switching and interoffice facilities -- I don't
9 know enough about end-office call setup to know
10 whether there was any incremental cost there or
11 not.

12 Q Same question.

13 A (Hunsucker) Yeah, I think that's a
14 very difficult question to answer.
15 Intraoffice -- what Verizon would incur is, they
16 would obviously have the use of the loop and one
17 end-office switching, and then it would
18 terminate over the terminating customer's loop.

19 Interoffice -- the call would go from
20 the originating customer to the switch. There
21 would be a switching on both sides of that call
22 as well as interoffice transport even if Verizon
23 handled that and it was an interswitch call.

24 If the call goes to VAD, regardless of
25 whether it's interoffice or intraoffice, there

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1 are going to be facilities to the Sprint POP on
2 the originating side for which we are saying we
3 will pay for.

4 I wouldn't characterize that 100
5 percent incremental, because they are also
6 avoiding some incremental cost had it been an
7 interswitch call. So if it had gone between two
8 switches, they would have had some transport.
9 Now, we're not using that transport, but we're
10 willing to pay for that.

11 Coming back in the terminating
12 direction, there could be tandem switching,
13 transport and end-office switching to terminate
14 that back to a Verizon end user or a CLEC end
15 user. And, again, we're willing to compensate
16 for those incremental network components at
17 TELRIC rates.

18 Q Even on the end-office switching?

19 A (Hunsucker) Yes. We'll pay the
20 end-office switching, yes. And they would have
21 incurred that end-office switching --

22 Q That would have been my guess.

23 A (Hunsucker) -- on their own. If you
24 really looked at incremental versus avoided
25 costs, we may be more than fairly compensating,

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1 but this is the structure we're willing to live
2 by, because trying to figure out those factors
3 is very difficult.
4 A (Munsell) I would generally agree on
5 the interoffice, except I don't believe I heard
6 tandem switching on the originating side, to the
7 extent the call goes through a tandem. I would
8 say that's an incremental cost. I don't believe
9 many, at least during normal periods, except for
10 peak, local calls that are interoffice go
11 through access tandems. That is very unusual.

12 Q Okay. All right. A couple of
13 questions -- and I'm not sure if you guys are
14 the right people to ask, but you're who I've
15 got. So -- it's kind of a twofold question.

16 What do each of you believe would
17 be -- if TELRIC rates were used for these
18 incremental costs of these calls, where do those
19 come from, and, secondarily, is anybody aware of
20 cost studies for those particular facilities?

21 A (Hunsucker) Well, I would suggest that
22 Verizon, as part of our contract negotiation,
23 has proposed TELRIC-based rates for all the
24 network elements we're talking about.

25 Q And where did those rates come from?

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1 A (Hunsucker) I guess from cost studies
2 that they've proposed. I don't think that we
3 litigated any of those rates. We've accepted
4 the rate levels, because none of those levels
5 are part of this hearing that we're having
6 today.

7 So we would agree to pay the rates that
8 would be contained in the contract for the
9 network elements we used.

10 Q I'm still looking, I guess, for the
11 source of those. Is that from some
12 interconnection agreement that's previously been
13 executed or --

14 A (Hunsucker) It would be from this new
15 interconnection agreement that we would be
16 filing.

17 Q But where did you get those numbers?

18 A (Hunsucker) You probably need to ask
19 Verizon that. They're their numbers.

20 A (Munsell) And I do not know if the
21 numbers that we propose today in a contract for
22 TELRIC-based UNE rates, whether those are the
23 result of any ongoing generic proceeding we've
24 got here in Texas on UNE rate levels or perhaps
25 as a Final Order.

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1 I need a Texas rate. I go out and
2 (inaudible) and get the Texas rate and hopefully
3 the people who populate that know when we have a
4 final set of rates in a particular state that
5 those are the ones that we need to populate the
6 tables with.

7 Q It would probably come from the
8 Mega-arb or T2A or --

9 A (Munsell) I'm not involved in any of
10 those dockets. To the extent they exist, it
11 would depend on where we are in the process of
12 reaching final rates. Once you get a final rate
13 order, it's pretty clear what rates you should
14 have in a contract. Before that time, it's less
15 clear.

16 Q Okay. Changing gears again for a
17 second -- Sprint -- I'm not sure if you can
18 answer this or not, because you didn't earlier,
19 but we'll try one more time -- regarding how you
20 would intend to charge your end users for VAD
21 service. Can you elaborate on that at all, even
22 down to whether it would be a monthly or a per
23 call or a per minute type of use type of rate?

24 A (Hunsucker) And that's exactly what
25 we're really struggling with now, based upon the

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1 been known as access facilities -- the question
2 is -- let me state it this way: My presumption
3 is that those were put in in the ground, in the
4 air, whichever, by the incumbent LEC. Is that
5 accurate? The cost provisioning of those
6 facilities was that of the ILEC?

7 A (Munsell) Yeah, to the extent that at
8 least a cap isn't involved in the provision of
9 the transport.

10 Q And those are put in subsequent to
11 receiving information from an IXC or whoever
12 needs those facilities with the presumption that
13 you're going to the recover the cost of putting
14 them in from whatever service they're ordering?

15 A (Munsell) Yeah, they would order --
16 yeah, an access service request -- an ASR --
17 those facilities.

18 Q Okay. Verizon -- we talked about the
19 dialing pattern being a possible factor in --

20 MR. BALLARD: Marshall, can we
21 take a break right now until about 2 o'clock?

22 MR. ADAIR: I probably have this
23 last question.

24 MR. BALLARD: Okay. Let's finish
25 that.

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1 compensation we have to pay. Obviously, we
2 can't charge a flat rate for something that's
3 going to have a very high per minute of use
4 compensation, because, you know, we could charge
5 our customers, you know, \$3.75 like Verizon does
6 in Maryland and then end up having to pay
7 Verizon \$10 to terminate the traffic.

8 So, you know, until we know more about
9 what a state is going to do from a pricing
10 standpoint, it's very difficult to assess how we
11 will price this. My belief is, we would
12 probably like to flat rate it, because that's
13 what Verizon has in the market in other states.
14 But, you know, we don't know that until we know
15 what the compensation structure and rate levels
16 look like.

17 A (Munsell) My only comment is, that
18 observation is very similar to one we had on
19 recip comp on ISP traffic.

20 Q I understand the position. Okay. I'm
21 going to go to some basics, just to make sure
22 we've got it on the record on an issue that I
23 believe I know the answer to, but we're going to
24 go through it anyway.

25 These facilities that previously had

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1 BY MR. ADAIR:

2 Q We talked about a dialing pattern as a
3 possible factor or issue regarding identifying
4 what type of call it is or how it should be
5 compensated. What's the -- do you have a source
6 for indicating the dialing pattern as an
7 appropriate criteria for classifying a call?

8 A (Munsell) I would say the exhibits to
9 my testimony would be the source.

10 Q That being the INC guidelines?

11 A (Munsell) The INC guidelines as well
12 as the access tariff and data of the BOC notes
13 on the network.

14 Q Okay. I'm presuming you don't have
15 any response to that?

16 A (Hunsucker) No.

17 MR. ADAIR: That's all I have,
18 Don.

19 MR. BALLARD: Okay.

20 MS. SHELDON: I just had one
21 further quick question.

22 BY MS. SHELDON:

23 Q With regard to Sprint, with regard to
24 charging the end user for the "00" VAD service,
25 will that end user be billed with a monthly fee

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1 per call or per minute or some combination of
2 those? Are you able to tell us?
3 A (Hunsucker) Yeah. That's, I think,
4 back to the same point. Until we know what the
5 compensation looks like and the level of
6 compensation, I don't know whether it's going to
7 be per call, per minute or flat rate.
8 What I can tell you is that there is at
9 least one product in the market that's a flat
10 rate.

11 MS. SHELDON: That's all I have.

12 MR. BALLARD: Okay. We'll take a
13 break until 2:00, and we'll be back then. Thank
14 you.

15 (Recess: 1:40 p.m. to 2:00 p.m.)

16 MR. BALLARD: We'll go back on the
17 record in Docket 24306. Did Staff have any more
18 questions?

19 MR. ADAIR: Yes, unfortunately,
20 Staff does.

21 BY MR. ADAIR:

22 Q For both of you-all at the same time
23 again or one at a time -- same question,
24 though -- my last set of questions we talked
25 about for what duration did the facilities stay

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1 engaged on this call.
2 Take that similar scenario, but instead
3 of the Sprint POP -- the voice-activated dialing
4 -- that switch becomes the operator platform of
5 Verizon. Same question. And I guess, Verizon,
6 this is probably your answer, but Sprint can
7 comment on it.

8 Would all those facilities,
9 specifically the ones between the end office and
10 the operator platform, stay engaged for the
11 duration of the call, or would they, in fact,
12 drop off from that call?

13 A (Munsell) I would say they stay
14 engaged, and whether or not that was a Verizon
15 operator services platform depends on whether
16 Verizon is self-proficient in operator services.

17 Q Let's assume they were for the purpose
18 of the question. So you still think that stays
19 engaged the whole time --

20 A (Munsell) Yes, I do.

21 Q -- the whole route from the originating
22 user through the end office to the operator
23 platform and then back down to the terminating
24 user?

25 A (Munsell) Right, for the call in

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1 question. As long as the end user isn't saying
2 something to the operator, "Call 911 for me. My
3 house is on fire. I've got to hang up."

4 Q No. I'm talking more really from an
5 engineering design point of view. And I guess
6 since neither one of you-all are network
7 engineers -- is that correct?

8 A (Munsell) Correct for me.

9 A (Hunsucker) Correct for me.

10 Q Is there some documentation --

11 Bellcore or whatever -- anywhere where I could
12 go either to confirm or deny you-all's opinion
13 on this?

14 A (Munsell) Not that I know of.

15 A (Hunsucker) I'm not aware of anything
16 at Bellcore.

17 Q I have a couple of more questions on an
18 entirely different topic. Mr. Hunsucker's
19 direct testimony, Page 12 of the version I've
20 got -- the question at the top of the page is,
21 "Are there local calls today that are originated
22 on Verizon's network," et cetera.

23 A (Hunsucker) Yes.

24 Q Down relatively near the bottom -- let
25 me just reference the paragraph in general.

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1 You're using an analogy here of call forwarding.

2 A (Hunsucker) Yeah, that's correct.

3 Q Okay. Are you implying or even
4 stating that you believe the VAD call fits this
5 design, this analogy?

6 A (Hunsucker) I think there's some
7 similarities to that. I mean, with the call
8 forwarding call, I could call my home number and
9 it terminate to my wife who's next door, for
10 whatever reason.

11 We forwarded the home phone to the next
12 door neighbor. So it terminates next door.

13 That could involve a Verizon end user going to
14 a -- dialing a number that, to me, was a Sprint
15 end user but terminating -- ultimately
16 terminating to a Verizon end user. So that's
17 Verizon originated and Verizon terminated. And
18 Verizon treats that call -- all of us treat that
19 call as a local call subject to whatever --

20 Q And that's really not where I'm going

21 with it. I want to go to this concept you have
22 within this paragraph of the two call records.

23 In call forwarding example, you deemed that that
24 was two call records -- one from the originating
25 user to the forwarding switch and then from the

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1 forwarding switch to the terminating user.
2 A (Hunsucker) That's correct.
3 Q Would you construe two call records to
4 be the same for any purpose as two calls?
5 A (Hunsucker) Two call records -- I'm
6 not sure I understand that question.
7 Q Is that call one call or two calls?
8 A (Hunsucker) Well, I think today in our
9 systems, it looks like two calls. But if you
10 applied the FCC's one-call scenario that looks
11 at the originating and the ultimate terminating
12 destination, I think it would apply as one call,
13 just like VAD would apply as one call.
14 Q Okay. Just to make sure I'm
15 completely clear -- you're not implying that
16 either in the call forwarding scenario or in
17 your VAD scenario the call is, in fact,
18 "terminated" in any sense of the word at the
19 Sprint POP and then reoriginated and then
20 terminated at the end user?
21 A (Hunsucker) No. I'm suggesting that
22 it's one call. It is not terminated at the
23 Sprint POP.
24 Q Okay.
25 A (Munsell) I would disagree.

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1 Q You would disagree?
2 A (Munsell) Yes.
3 Q I'm surprised. Please elaborate.
4 A (Munsell) I would say that to the
5 extent -- let's just make the scenario that it
6 was a Verizon end user dialing a Sprint number
7 and the Sprint --
8 Q I'm sorry. The Sprint number -- 00?
9 A (Munsell) A Sprint CLEC local number.
10 So it's my end user and the Verizon end user
11 dialing a 7 or 10-digit local number that's been
12 assigned to a Sprint end user and Sprint is
13 facility based and providing service to that
14 local end user.
15 That Sprint end user has then
16 forwarded -- has call forwarding from Sprint to
17 another Verizon number, which I think is the
18 scenario we're talking about.
19 Q Okay.
20 A (Munsell) Sprint would charge Verizon,
21 I fully expect, terminating recip comp for the
22 first part of that call if it's one call, and
23 Verizon would charge Sprint for the termination
24 from the Sprint end office to the Verizon end
25 office.

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1 We would be both charging call
2 termination. Now, if that's one call, I don't
3 quite see how that fits within the rules and
4 regulations and the law. If it's two calls, I
5 can understand that.
6 Q I thought under the VAD scenario, would
7 you consider just the basic -- that both end
8 users of Verizon -- is that one call or two
9 calls?
10 A (Munsell) I would say that's one call.
11 Q Okay. The call forwarding example --
12 and you're talking about recip comp would apply
13 from both carriers. Which durations would
14 apply? Are you segmenting the calls?
15 A (Munsell) I wouldn't be surprised if
16 the duration was identical on those two call
17 records. Well, maybe a couple of nanoseconds --
18 Q I mean, I'm going to get the call
19 forwarding pretty quickly. Right? It's going
20 to be a matter of seconds, and then I might talk
21 to my wife next door for half an hour.
22 A (Munsell) Right.
23 Q Is recip comp on one of them the few
24 seconds it took to activate call forwarding and
25 then the other one is half an hour, or is both

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1 of them half an hour or what?
2 A (Munsell) Basically, the first one
3 would be a half an hour, plus a few seconds, I
4 expect. The second one would be a half an hour.
5 Q Any opinion on that?
6 A (Hunsucker) Yeah, I think that's
7 exactly right. If we want to apply that
8 compensation scheme to 00-, we would be more
9 than happy to do that, because that means we net
10 to zero at the end of the day. We, in essence,
11 pay nothing.
12 Q Hang on just a second, please. Okay.
13 We're going to get a little bit technical. The
14 voice activated -- the switch that contains the
15 voice-activated dialing -- can you tell me in
16 some more detail what exactly that switch does,
17 when it receives and transmits that call?
18 A (Hunsucker) I can't tell you at a very
19 high level. I mean, we established that I'm not
20 an engineer. So I'm not going to be able to
21 speak in a lot of detail. But, basically, what
22 happens is that the call comes to our DMS-250.
23 Once it hits the 250, there is a
24 decision made -- a table lookup to determine if
25 that is a VAD customer or a non-VAD customer.

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1 If it is a VAD customer, then it goes to the VAD
2 platform.
3 Q The platform within the same switch?
4 A (Hunsucker) It may or may not be
5 within the same switch. It may be -- we're not
6 going to put VAD platform in every switch. So
7 it may be routed half way across the country to
8 wherever the platform is, that then will tell
9 it, "return the ready prompt to the end user and
10 instruct them to enter the instructions to call
11 whoever." Then that call will be returned back
12 to that DMS-250 to hit the public switch
13 network.
14 Q Let's talk about that "returned back."
15 So wherever this voice activated platform is
16 located, do you know what it physically does to
17 return that call back to the appropriate place?
18 A (Hunsucker) It will look up the
19 number, and then it will establish routing back
20 to the appropriate 250 switch -- DMS-250.
21 Q The Verizon 250 switch, which, in
22 turn --
23 A (Hunsucker) No, no, the Sprint 250.
24 At that point, everything is happening within
25 the Sprint network.

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1 Q And so then that Sprint switch that it
2 routed back to, it recognizes the number and
3 knows where to route that to what Verizon switch
4 to route that to from there?
5 A (Hunsucker) Yes. It will look up --
6 based on the terminating number, it will know
7 how to route that traffic appropriately to
8 terminate that traffic to the appropriate
9 carrier.
10 If it looks just like a typical call in
11 the network today where you dial the digits, the
12 system is simply putting the digits -- the
13 dialed digits into the call stream so it knows
14 how to return or route that call back to the
15 carrier.
16 Q Where does the SS-7 signaling fit into
17 this scenario?
18 A (Hunsucker) I don't know the answer to
19 that question.
20 Q Verizon?
21 A (Munsell) No, I certainly don't
22 either.
23 MR. ADAIR: That's all I have.
24 MR. BALLARD: Okay. I just want
25 to get clear in my mind.

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1 BY MR. BALLARD:
2 Q What we're talking about here is just
3 what we could loosely call the local call
4 between two end users in the same local calling
5 area. That's where the rub is here?
6 A (Hunsucker) That's the 00-
7 voice-activated dialing issue, yes.
8 Q The second thing I want to ask is -- in
9 the ISP remand order, we basically now have a
10 world of recip comp and access charges, and we
11 have to come up with some sort of compensation
12 mechanism under one of those two regimes. Is
13 that right?
14 A (Munsell) I would certainly agree with
15 that.
16 Q Okay. Is that true?
17 A (Hunsucker) Well, I think that that's
18 the two -- with the ISP remand order, those were
19 the two scenarios or whatever. There's also
20 information access.
21 Q Okay. Let me get to that. Then, if
22 it's information access or if it is exchange
23 access or if it's services getting to those
24 services, it is not recip comp?
25 A (Munsell) Yeah. It's either 251(b)(5)

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1 or 201.
2 Q Okay. In this case, what would each of
3 you call this call? Is it information access,
4 exchange access, exchange access -- or services
5 to get to those services, or is it neither one
6 of those?
7 A (Hunsucker) I would call this
8 particular service an exchange service. The
9 voice-activated dialing product as an exchange
10 service that creates the "00" dialing to get to
11 a call completion service that can either be
12 exchange or exchange access.
13 There are a little bit of FCC
14 precedents on this. It wasn't operator service
15 dialing. It was directory assistance with call
16 completion services. They were very clear in
17 that order that was, I think, January of this
18 year that if you dial 4-1-1 to get directory
19 assistance and then ask the carrier to complete
20 that call, that a call that returned back to the
21 local calling area was exchange service, and a
22 call that went outside the local calling area
23 was exchange access.
24 So we are just using a little different
25 mechanism on the front end, but the call

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1 completion is exactly the same with DA as it is
2 with 00-.

3 Q And that is exchange access?

4 A (Hunsucker) It's either exchange
5 service if it goes back to the same local
6 calling area, or exchange access if it goes to a
7 different local calling area.

8 Q And if it's in the same local calling
9 area and it's exchange service, how is that
10 compensated?

11 A (Hunsucker) That's probably where the
12 rub comes in, because if you take a real strict
13 literal reading of recip comp, it says originate
14 on one carrier's network and terminates on the
15 other. But, you know, it's not exchange access
16 either. So access shouldn't be applied.

17 So that's what we're suggesting, that
18 you use the same elements as recip comp, because
19 it's the same network you're using and it is a
20 local or exchange call, in our opinion, under
21 the FCC rules.

22 Q And the recip comp works for both sides
23 of the call -- the originating and terminating?

24 A (Hunsucker) Recip comp works for the
25 terminating side --

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1 Q I mean, under your proposal here.

2 A (Hunsucker) Yeah, it works just for
3 the terminating side. On the originating side
4 is where we said we would pay transport to cover
5 the incremental transport costs to get it to our
6 network.

7 Q Okay.

8 A (Munsell) And I would point out that
9 while we have focused pretty much exclusively on
10 the 00- calls, the contract language in dispute
11 is not limited to 00-. Local is not defined
12 exclusively as 00-, though that's basically what
13 we've focused on here today.

14 The contract language in dispute is the
15 word "local," on one aspect of this dispute,
16 being multi-jurisdictional trunks. I would say
17 generally we would think of local as including
18 things, perhaps, in my opinion, other than 00-
19 but certainly including 7 and 10-digit dialed
20 calls.

21 Q If we were to find this as an exchange
22 service subject to recip comp, why or why not
23 would bill and keep not be a proper compensation
24 mechanism for this scenario -- for this problem?

25 A (Hunsucker) We would be more than

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1 happy to take bill and keep on the terminating
2 side.

3 A (Munsell) I would say that our
4 position is that this is Section 201 exchange
5 access traffic, and bill and keep is not
6 appropriate for that.

7 Q If we were to say that this is an
8 exchange access -- assuming -- an exchange
9 service -- why would bill and keep not be
10 proper?

11 A (Munsell) In that --

12 Q What mechanism would be proper? You
13 know, we've got to think creatively sometimes.

14 A (Munsell) True. And if this is not
15 Section 201 traffic, whether or not it's found
16 to be 251(b)(5) or some other thing --

17 Q Right.

18 A (Munsell) -- certainly bill and keep
19 would not be appropriate in that it is Sprint's
20 offering of this product that is making Verizon
21 incur costs that otherwise Verizon would not
22 incur. And as such, Sprint should compensate
23 Verizon for those costs. Bill and keep would
24 not do that.

25 Q Well, neither would recip comp. Right?

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1 A (Munsell) Well, recip comp as defined
2 in the FCC rules would only compensate Verizon
3 for the terminating side of that call -- or in
4 the incremental cost on the terminating side.

5 Q All right. Can you explain to me
6 why -- whether the call is local or not is still
7 relevant to the determination of whether we're
8 going to and how we're going to compensate?
9 Just very quickly maybe explain to me why
10 determining and classifying "I need to know
11 whether it's local or not."

12 A (Hunsucker) Well, in Sprint's opinion,
13 that determines the appropriate compensation,
14 whether it's local or toll. This certainly is
15 not toll if it originates and terminates in the
16 same local calling area.

17 So we think that finding that to be a
18 local then would say "You can't bill access on
19 this." And, then, you know, we may have to get
20 creative, but we think the recip comp elements
21 are the right elements. And I know in the DA
22 order with call completion, they found the call
23 completion could be 251(b)(5) traffic.

24 A (Munsell) And I would say that today
25 there are calls that originate and terminate in

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1 the same local calling area that are compensated
2 as access. 800 comes to mind. When you're
3 dialing an 800 number, you don't know where
4 that's terminated. It might be next door.
5 800 subscribers do it for a variety of
6 reasons, but they do not tend to limit it to
7 just toll (inaudible). In fact, you can't.
8 Likewise, at least in the past -- and I expect
9 we could find some IXCs today who do it -- IXCs
10 have offered to their customers flat rate long
11 distance calling packages. I mean, WATS a few
12 years back, was priced that way.
13 "X" hundred dollars a month and you
14 have unlimited usage of the IXC's network. I do
15 not see how that changes the call -- or the
16 compensation to a call, as Sprint seems to be
17 alleging. They want to price this VAD product
18 at 2.95 a month or whatever and they certainly
19 can't do that if they have usage-sensitive
20 access rates.
21 Well, there are a lot of products in
22 the market -- well, at least there have been
23 over time many products in the market where toll
24 is provided at a flat rate regardless of usage;
25 yet, the cost structure for that usage is usage

1 Post-hearing initial briefs will be due
2 December 14, 2001. Post-hearing reply briefs
3 will be due December 21, 2001 with an
4 anticipated award coming out around
5 January 18th.
6 I'll ask the parties that they brief
7 issues in Order 3, 2, 5, 15 and 22 in that order
8 in the brief, and that if you cite other
9 jurisdictions or any case law that you attach
10 those to your briefs or tell us where we can
11 find it in the record.
12 And if there's nothing else today, we
13 are adjourned. Thank you very much.
14 (Proceedings adjourned: 2:23 p.m.)
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1 sensitive.
2 Q Okay. So making our decision, we're
3 going to have to decide about
4 multi-jurisdictional trunks, what the
5 classification of the call is and how it's
6 compensated?
7 A (Hunsucker) Yes.
8 Q Is that what it boils down to?
9 A (Hunsucker) I believe that's correct.
10 MR. BALLARD: Thanks. That's all
11 the questions I have. Were there any follow-up?
12 Anything else? Okay. I think the witnesses are
13 dismissed. Thank you very much for your time.
14 I think we need to continue on the
15 record just for a little bit to discuss the
16 remaining schedule, or would you like to go off
17 the record for a minute to discuss that?
18 MR. COWIN: Why don't we go off
19 the record.
20 MR. BALLARD: Let's go off the
21 record for a minute.
22 (Off the record)
23 MR. BALLARD: Okay. We're back on
24 the record, just to explain the rest of the
25 procedural schedule and the docket.

1 C E R T I F I C A T E
2
3 STATE OF TEXAS)
4 COUNTY OF TRAVIS)
5 I, William C. Beardmore, a Certified
6 Shorthand Reporter in and for the State of
7 Texas, do hereby certify that the
8 above-mentioned matter occurred as hereinbefore
9 set out.
10
11 I FURTHER CERTIFY THAT the proceedings
12 of such were reported by me or under my
13 supervision, later reduced to typewritten form
14 under my supervision and control and that the
15 foregoing pages are a full, true, and correct
16 transcription of the original notes.
17
18 IN WITNESS WHEREOF, I have hereunto set
19 my hand and seal this 4th day of December 2001.
20
21
22 William C. Beardmore
23 Certified Shorthand Reporter
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DIRECT TESTIMONY

WILLIAM MUNSELL

EXHIBIT 4

FLORIDA PUBLIC SERVICE COMMISSION

DOCKET

NO. 010795-7P

EXHIBIT NO. 14B

COMPANY/

WITNESS: Sprint / Verizon

DATE: 1-17-02

DOCKET NO. 24306

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PETITION OF SPRINT §
COMMUNICATIONS COMPANY L.P., §
D/B/A SPRINT FOR ARBITRATION §
WITH VERIZON SOUTHWEST §
INCORPORATED (F/K/A GTE §
SOUTHWEST INCORPORATED) §
D/B/A VERIZON SOUTHWEST AND §
VERIZON ADVANCED DATA INC. §
UNDER THE TELECOMMUNI- §
CATIONS ACT OF 1996 FOR RATES, §
TERMS AND CONDITIONS AND §
RELATED ARRANGEMENTS FOR §
INTERCONNECTION §

PUBLIC UTILITY

COMMISSION

OF TEXAS

DIRECT TESTIMONY OF

WILLIAM MUNSELL

ON BEHALF OF

VERIZON SOUTHWEST

SEPTEMBER 28, 2001

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DIRECT TESTIMONY OF WILLIAM MUNSELL

I. WITNESS IDENTIFICATION AND BACKGROUND

Q. PLEASE STATE YOUR NAME FOR THE RECORD.

A. William Munsell.

Q. WHAT IS YOUR PRESENT BUSINESS ADDRESS?

A. My business address is 600 Hidden Ridge, Irving, Texas 75038.

Q. WHERE ARE YOU CURRENTLY EMPLOYED?

A. I am currently employed by Verizon. I am testifying in this arbitration on behalf of GTE Southwest Incorporated d/b/a Verizon Southwest ("Verizon"). I refer to Verizon instead of GTE, where possible, to minimize confusion.

Q. WHAT ARE YOUR CURRENT DUTIES AND RESPONSIBILITIES?

A. My current duties are to represent Verizon in negotiations with competitive local exchange companies ("CLECs") for interconnection, resale, and unbundled elements as required under § 251 of the Telecommunications Act of 1996.

Q. PLEASE SUMMARIZE YOUR EDUCATIONAL BACKGROUND AND WORK EXPERIENCE.

A. I have an undergraduate degree in Economics from the University of Connecticut, and a master's degree from Michigan State University in Agricultural Economics. I joined

1 Verizon Florida in 1982. During the course of my career with Verizon, I have held
2 positions in Demand Analysis and Forecasting, Pricing, Product Management, Open
3 Market Program Office, and Contract Negotiations.

4
5 Q. PLEASE PROVIDE ADDITIONAL DETAIL REGARDING YOUR VERIZON WORK
6 EXPERIENCE.

7 A. I started my career with Verizon in Demand Analysis and Forecasting, where I spent
8 approximately five years. In this job I was primarily responsible for developing access
9 line forecasts and forecasts of network usage, including access minute forecasts. I was
10 then promoted to Pricing Analyst where I was responsible for developing prices for
11 Verizon Florida's intrastate intraLATA toll product as well as intrastate switched access
12 rates. Later, I was promoted to the position of Product Manager for Verizon Florida's
13 intraLATA toll product line.

14
15 In 1989, I accepted a position with Verizon (then-GTE) Telephone Operations in Irving,
16 Texas as a Senior Product Manager for intraLATA toll calling plans for all of the states in
17 which Verizon (then-GTE) operated. In 1994, I transitioned from the retail side of the
18 business to the wholesale side by accepting the position of Senior Product Manager-
19 Switched Access Service. In this role I was responsible for managing switched access
20 rates in the states within Verizon (then-GTE) North Incorporated. I also was given
21 responsibility for the systems development and rollout of intrastate intraLATA equal
22 access in all states served by the former GTE.

1 In 1996, I became a Product Manager for interconnection, where I helped develop
2 positions, policies, and systems capabilities in response to the Telecommunications Act
3 of 1996. In December 1997, I was promoted to a position within a new Program Office
4 that developed solutions to the many systems issues that Verizon (then-GTE) faced in this
5 new competitive environment. In this position my specialty was usage issues. In
6 addition, while in this position, I attended numerous meetings of the Ordering & Billing
7 Forum ("OBF"), specifically in the Billing and Message Processing subcommittees
8 (including MECAB). In the spring of 1999, I accepted my present position as a
9 negotiator of interconnection contracts.

10
11 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

12 A. The purpose of my testimony is to provide Verizon's positions relative to Issue No. 2 --
13 "Multi-Jurisdictional Trunks" and relative to a portion of Issue No. 3 -- "Local Traffic
14 Definition."

15
16 **II. ISSUE NO. 2: MULTI-JURISDICTIONAL TRUNKS (INTERCONNECTION**
17 **ATTACHMENT, SECTIONS 2.4. AND 2.5)**
18

19 Q. WHAT IS THE DISPUTE REGARDING ISSUE NO. 2?

20 A. Actually, there are two issues in dispute. The first issue is whether Sprint should be
21 permitted to dictate that access traffic (for which the interexchange carrier ("IXC") must
22 pay Verizon access charges) and local traffic (for which each party charges reciprocal
23 compensation rates to the other party) between Verizon and Sprint be combined over the
24 same trunks. For the purposes of this testimony, I will call this "Issue 2a - Multi-

1 *Jurisdictional Trunks.* The second issue is whether Sprint should be allowed to avoid
2 paying access charges for traffic originated by a Verizon end user that is routed through
3 Sprint's operator service facilities by the use of what Sprint calls its dial-around
4 "1010333+0" or "00-" service and then terminated to another Verizon end user who is in
5 the same local calling area. Sprint claims that these calls are "local traffic," which is
6 subject to reciprocal compensation charged to Verizon by Sprint, rather than access
7 traffic, for which Sprint must pay access charges to Verizon. I will refer to this issue as
8 *"Issue 2b - Pricing of Sprint Operator Service-Routed Calls."*

9
10 ISSUE NO. 2A - MULTI-JURISDICTIONAL TRUNKS
11

12 Q. WHAT IS A "MULTI-JURISDICTIONAL TRUNK?"

13 A. A multi-jurisdictional trunk is one that carries two or more jurisdictions of traffic.

14
15 Q. HOW MANY JURISDICTIONS OF TRAFFIC ARE THERE?

16 A. It is generally accepted that there are five (domestic) jurisdictions of traffic:

- 17 • local (*i.e.*, traffic subject to reciprocal compensation)
- 18 • intrastate intraLATA
- 19 • intrastate interLATA
- 20 • interstate intraLATA
- 21 • interstate interLATA

22 The intrastate interLATA and interstate interLATA jurisdictions of traffic are currently
23 primarily reserved for IXC's, while intrastate intraLATA traffic may be carried by the
24 local exchange carrier ("LEC") providing exchange service to the end user or by an IXC -

1 the choice is the end user's. Traffic routed by a LEC to an IXC, or from an IXC to a
2 LEC, is generically called "Exchange Access."
3

4 Q. WHAT IS SPRINT'S POSITION CONCERNING MULTI-JURISDICTIONAL
5 TRUNKS?

6 A. Sprint does not want to use separate trunks for traffic between Sprint local end users and
7 any IXCs also connected at the Verizon tandem and for traffic exchanged between each
8 party's local end users. That is, Sprint wants to route these two jurisdictions of traffic
9 over the same "multi-jurisdictional" trunk group.
10

11 Q. WHY DOES SPRINT WANT TO COMBINE MULTIPLE JURISDICTIONS OF
12 TRAFFIC OVER THE SAME TRUNK GROUP?

13 A. Sprint wants the ability to combine multiple jurisdictions of traffic over the same trunk
14 group to avoid access charges. For example, Sprint wants the ability to route "local"
15 traffic over access facilities in order to bolster its argument that its operator service-routed
16 calls (which are discussed below) are "local" and thus subject to reciprocal compensation
17 rates rather than access charges.
18

19 Q. WHAT IS VERIZON'S POSITION CONCERNING SPRINT'S REQUEST TO
20 CREATE MULTI-JURISDICTIONAL TRUNKS?

21 A. Verizon's position is that Sprint should not have the unilateral right to create multi-
22 jurisdictional trunks in implementing interconnection of Sprint's and Verizon's networks.
23 That position is based on technical and operational reasons, as well as contractual reasons

1 between Verizon and other CLECs. Further, Verizon's position is consistent with that of
2 Sprint's own incumbent local exchange company, United Telephone Company of Texas,
3 Inc. d/b/a Sprint and Central Telephone Company of Texas d/b/a Sprint. Each of these is
4 discussed in more detail below.

5
6 Q. WHAT ARE THE TECHNICAL AND OPERATIONAL REASONS FOR VERIZON'S
7 POSITION THAT SPRINT SHOULD HAVE SEPARATE TRUNKS FOR EXCHANGE
8 ACCESS TRAFFIC AND LOCAL TRAFFIC?

9 A. If Sprint's proposal is adopted, correct billing between Sprint and Verizon will be
10 impossible. In order for Sprint to bill Verizon for reciprocal compensation, Sprint will
11 need to set up terminating recording capability on the trunk group that carries local traffic
12 subject to reciprocal compensation. If this same trunk group is used to carry exchange
13 access traffic coming from IXCs connected at the Verizon tandem and terminating to
14 Sprint local end users, Sprint will create terminating records for the exchange access
15 traffic as well.

16
17 Per the industry standard guidelines for the meet point billing of switched access to IXCs,
18 as defined in the Multiple Exchange Carrier Access Billing ("MECAB") guidelines, and
19 under which Sprint and Verizon have agreed to operate (*see* § 2.8 of the interconnection
20 attachments to the draft interconnection agreements filed by both Sprint and Verizon),
21 terminating access records on tandem routed traffic are created by the tandem company
22 (Verizon) and forwarded to the end office company (Sprint). If the parties utilize a single
23 trunk group for exchange access, intraLATA toll, and local traffic, Sprint will create

1 terminating records at its switch for *all* such traffic, including terminating exchange
2 access, for which Sprint will receive from Verizon terminating access records per the
3 MECAB guidelines. Sprint has not identified a method by which Sprint intends to
4 identify and delete the duplicate records that Sprint will create for exchange access
5 traffic. Without a method to delete the duplicate records, Verizon is rightly concerned
6 that Sprint will bill reciprocal compensation charges to Verizon for traffic for which
7 Verizon is not responsible. As shown in Munsell Exhibit 1, Sprint has not disputed that
8 such duplicate records would indeed be created.¹ Moreover, Sprint has not, and indeed
9 cannot, provide to Verizon a method by which Sprint intends to solve this problem. For
10 now, Sprint cannot identify, delete, or somehow flag the duplicate records that Sprint
11 would create.

12
13 Q. WHAT IS THE MAGNITUDE OF THIS POTENTIAL PROBLEM?

14 A. Without knowledge of the amount of traffic (local, intraLATA toll and exchange access)
15 that Sprint would terminate, it is impossible to quantify the financial magnitude of this
16 problem. However, the duplication of records for terminating exchange access will no
17 doubt increase the potential for future disputes between Verizon and Sprint, which will
18 likely come before this Commission, and which can be avoided altogether by the use of
19 separate trunk groups, which has been the practice in the past.

¹See email from William Munsell to Paul Reed, dated May 1, 2000, a copy of which is contained in Munsell Exhibit 1.

1 Q. WHAT ARE THE CONTRACTUAL REASONS FOR VERIZON'S POSITION THAT
2 SPRINT SHOULD HAVE SEPARATE TRUNKS FOR EXCHANGE ACCESS
3 TRAFFIC AND LOCAL TRAFFIC?

4 A. Each and every interconnection agreement Verizon has with facilities-based CLECs in
5 Texas requires that exchange access traffic be routed between Verizon and the CLEC on
6 trunks that are distinct from trunks that carry local traffic between the two entities. If
7 Sprint's position on this issue is accepted, then Sprint, in its capacity as both an IXC and
8 as a CLEC, will have the ability to route both exchange access and local traffic to a
9 Verizon tandem switch on the same trunk group. Some of this traffic will be ultimately
10 destined for other CLECs that are also interconnected at the Verizon tandem switch. In
11 such a case, Verizon will not be able to "separate" the exchange access traffic destined for
12 a third party CLEC from the local traffic also destined for that third party CLEC. This
13 will put Verizon in a position of contractual non-compliance with each and every
14 facilities-based CLEC in Texas with whom Verizon has an interconnection agreement.

15
16 Q. DOES SPRINT THE ILEC PERMIT CLECS TO COMBINE MULTIPLE
17 JURISDICTIONS OF TRAFFIC ON THE SAME TRUNK GROUP?

18 A. No. Sprint the ILEC does not permit CLECs to combine multiple jurisdictions of traffic
19 on the same group. As shown in Munsell Exhibit 2, §§ 52.1.1 thru 52.1.1.2 of the
20 interconnection agreement between Sprint the ILEC and Ernest Communications, Inc.
21 require the separation of exchange access traffic onto its own trunk group. This is
22 standard operating practice for the strategic business unit of Sprint that operates as an
23 ILEC and is consistent with Verizon's position in this arbitration.

1 Q. DOES SPRINT THE ILEC PERMIT SPRINT THE CLEC TO COMBINE MULTIPLE
2 JURISDICTIONS OF TRAFFIC ON THE SAME TRUNK GROUP?

3 A. No. As shown in Munsell Exhibit 3, §§ 34.1.1 thru 34.1.1.2 of the interconnection
4 agreement between Sprint the ILEC and Sprint the CLEC in Florida, Sprint
5 Communications Company L.P. (the Sprint entity that initiated this arbitration) agreed to
6 the same network architecture with the Sprint ILEC entity in Florida -- *i.e.*, separate
7 trunks for separate jurisdictions of traffic -- that Verizon seeks in this arbitration.

8
9 **ISSUE NO. 2B - PRICING OF SPRINT OPERATOR SERVICE-ROUTED CALLS**
10

11 Q. WHAT IS THE ISSUE RELATING TO PRICING OF SPRINT OPERATOR SERVICE-
12 ROUTED CALLS?

13 A. The dispute is whether Sprint can avoid paying access charges for calls that are routed in
14 a manner that is subject to access charges. Sprint, like many IXCs, offers a service
15 whereby Verizon customers can use Sprint's long distance service even if they are not
16 presubscribed to that service. This is accomplished when a caller initiates a call with
17 "1010333+0." A separate but related service is for those Verizon customers who are
18 presubscribed to Sprint's long distance service and can access Sprint's operator services
19 simply by dialing "00-". Sprint wants to begin marketing both of these services as a
20 method of providing local phone service (they are currently used for providing long
21 distance service). In other words, Sprint wants Verizon customers to make a call to their
22 neighbors next door by using these services. When this is done, Sprint wants to treat this
23 as a local call subject to reciprocal compensation rather than an exchange access call

1 subject to access charges. Sprint takes this position despite the fact that these calls are (1)
2 originated by a Verizon end user dialing "00-" or "1010333+0," (2) routed by Verizon to
3 Sprint's operator service platform over the same access facilities as all other exchange
4 access traffic destined to Sprint (the IXC), and (3) routed by Sprint back to Verizon to
5 terminate to another Verizon end user who resides within the same local calling area as
6 the originating caller.

7
8 Q. HOW DOES THE PRICING OF SPRINT OPERATOR SERVICE-ROUTED CALLS
9 RELATE TO THE MULTI-JURISDICTIONAL TRUNK ISSUE?

10 A. Sprint's simplistic argument for treating these calls as local rather than exchange access is
11 that because the calls originate and terminate within the same local calling area, they
12 must be local. As described above, these calls are undisputedly routed over access
13 facilities to get to Sprint's operator service platform. These calls, therefore, are exchange
14 access calls because they are transported over exchange access facilities. The multi-
15 jurisdictional trunk issue is implicated only if these calls are re-classified as "local." That
16 is, if such calls are re-classified as local, but are still carried over access trunks, then the
17 access trunks over which they are routed, by definition, become multi-jurisdictional in
18 nature, as Sprint has chosen to define that term. Thus, Sprint creates a multi-
19 jurisdictional trunking issue by seeking to redefine a subset of exchange access traffic as
20 local.

21
22 Q. ARE THE SPRINT OPERATOR SERVICE-ROUTED CALLS AT ISSUE EXCHANGE
23 ACCESS CALLS OR LOCAL CALLS?

1 A. As explained below, regarding Issue 3, Definition of Local Traffic, these call are
2 exchange access calls, and there is no basis to redefine them as "local" for compensation
3 purposes. If properly classified as exchange access calls, there is no multi-jurisdictional
4 trunk issue presented by these Sprint operator service-routed calls.

5
6 **III. ISSUE NO. 3 LOCAL TRAFFIC DEFINITION (APPENDIX A TO ARTICLES I**
7 **AND II, GLOSSARY)**
8

9 Q. WHAT IS THE DISPUTE REGARDING THE DEFINITION OF "LOCAL TRAFFIC"?

10 A. There are really two issues: (1) how to apply the recently released FCC *Order on*
11 *Remand*,² which is a legal issue that will not be addressed in my testimony; and, (2)
12 whether Sprint can manipulate the definition of local traffic so that it includes calls
13 originated by a Verizon customer using "1010333+0" or "00-" and delivered by Verizon
14 to a Verizon customer in the same local calling area that are routed through Sprint's
15 operator service platform.

16
17 Q. IN GENERAL, HOW ARE CALLS THAT ARE INITIATED BY DIALING
18 "1010333+0" AND "00-" ROUTED BY VERIZON?

19 A. If a Verizon customer dials "1010333+0," or a customer presubscribed to Sprint long
20 distance dials "00-," the call travels from the Verizon end user to the Verizon central

²*Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-Bound Traffic, Order on Remand and Report and Order in CC Docket Nos. 96-98 & 99-68 (rel. Apr. 27, 2001) ("Order on Remand").*

1 office and then up to the Verizon access tandem, where it is then switched to the Sprint
2 IXC's³ point of presence ("POP").
3

4 Q. WHAT HAPPENS IF THE PERSON BEING CALLED IS ALSO A VERIZON
5 CUSTOMER?

6 A. Sprint (the IXC) would route the call off of its interexchange trunks, through its POP,
7 back to a Verizon access tandem, which would then route the call to the central office that
8 serves the called Verizon customer, and finally switch the call to the line that serves the
9 called end user.
10

11 Q. DOES THIS MEAN THAT SPRINT'S OPERATOR SERVICE-ROUTED CALLS ARE
12 SWITCHED NUMEROUS TIMES ON BOTH ENDS?

13 A. Yes, exactly like a standard-dialed long distance call.
14

15 Q. IS THIS AN EFFICIENT WAY TO PROVIDE LOCAL CALLING SERVICE?

16 A. No. However, Sprint's proposal imposes the costs of this inefficiency on Verizon.
17

18 Q. DOES VERIZON INCUR COSTS WHEN SWITCHING CALLS THROUGH ITS
19 ACCESS TANDEMS?

³ In this scenario, "Sprint" refers to Sprint the IXC company. For purposes of this section, "Sprint LEC" refers to the Sprint company operating as a local exchange carrier, while "Sprint IXC" refers to the Sprint company operating as an interexchange provider.

1 A. Absolutely. That is exactly why the FCC allows local exchange carriers like Verizon to
2 impose exchange access charges on IXC's who either deliver traffic through their POPs to
3 the local calling area or pick up traffic via their POPs from the local calling area. Access
4 charges are assessed differently than reciprocal compensation—the IXC pays the LEC
5 regardless of whether the LEC is originating or terminating the call.

6
7 Q. WHAT ARE THE INDUSTRY STANDARDS RELATIVE TO "00-" AND
8 "101XXXX+0" DIALING PATTERNS?

9 A. As is shown in Munsell Exhibit 4, § 3.10 of *BOC Notes on the LEC Networks* specifies
10 that the result of "00-" and "101XXXX" dialing patterns should be to route such calls to
11 an IXC. Further, as is shown in Munsell Exhibit 5, the Industry Numbering Committee
12 document on carrier identification code ("CIC") guidelines, CIC codes (represented by
13 the "XXXX" in the dialing pattern of "101XXXX") are used for routing from the local
14 exchange network to the access purchaser and for billing between the local exchange
15 carrier and the access purchaser, i.e., the IXC. Verizon's position that traffic dialed via
16 "00-" or "101XXXX+0" is access traffic, and should be compensated as such, is
17 consistent with these guidelines, as well as Verizon's Texas access tariff, from which
18 Sprint has purchased access services (see Munsell Exhibit 6).

19
20 Q. IS THIS ISSUE UNIQUE TO CALLS DIALED VIA "00-" OR "101XXXX+0"?

21 A. No. Generally there is nothing to preclude calls dialed via "1+", or
22 "101XXXX+1+7/10D" from being routed to the customer's chosen toll provider even
23 when the dialed number (the "7/10D") is in the same local calling area as the originating

1 telephone number. Additionally, the termination point of "800/888" dialed calls may also
2 occur in the same local calling area as the originating telephone number. In all of these
3 cases, standard industry practice is for the LECs involved in the origination and
4 termination of this exchange access service to bill the IXC pursuant to tariffed access
5 charges.

6
7 Q. IS THIS AN ISSUE THAT SHOULD BE ADDRESSED IN AN INTERCONNECTION
8 AGREEMENT MADE PURSUANT TO THE TELE-COMMUNICATIONS ACT OF
9 1996?

10 A No. The Telecommunications Act of 1996 established the duty of all local exchange
11 carriers to interconnect and establish reciprocal compensation arrangements for the
12 transport and termination of telecommunications. In the FCC's *First Report and Order*
13 in CC Docket No. 96-98, the FCC clarified that § 251(b)(5) of the Act did not entitle an
14 IXC to receive reciprocal compensation from a LEC when a call is passed from the LEC
15 serving the caller to the IXC. Reciprocal compensation applies when telecommunication
16 traffic originates on the network of one LEC and terminates on the network of another
17 LEC within the same local calling area. In contrast, as proposed by Sprint, the contract
18 provisions that encompass Issues 2 and 3 envision a call that is originated by a Verizon
19 end user, routed to Sprint over access facilities so that Sprint can provide an operator
20 service, and subsequently routed back to Verizon for call termination within the same
21 local calling area of the originating caller. Since these calls do not involve the origination
22 and termination on different LEC networks, by definition, this arrangement does not
23 constitute interconnection or give rise to the duty to establish reciprocal compensation as

1 provided for in Section 251 of the Act. In short, these calls are not local calls and should
2 not be addressed in an interconnection agreement that addresses local market
3 competition.

4
5 Q. HAVE OTHER STATE COMMISSIONS ADDRESSED THIS ISSUE?

6 A. Yes. In fact, Sprint has lost this argument twice already, in Massachusetts and California.

7 The rationale applied by the Massachusetts Department of Telecommunications and
8 Energy is directly applicable here:

9 Next, we address the issue of whether reciprocal compensation
10 rates should apply when Sprint routes local calls through its long
11 distance facilities. This issue affects a small percentage of calls,
12 specifically those calls in which a Verizon customer uses a Sprint
13 dial-around option to place a call to another Verizon customer in
14 the same local calling area. The question, therefore, is whether
15 Sprint should pay reciprocal compensation or exchange access
16 rates when Verizon terminates such calls It is clear that the
17 situation addressed in this dispute does not fall within the limits of
18 reciprocal compensation as defined by the FCC. Because Sprint is
19 not the originating carrier for calls between two Verizon customers
20 who use a Sprint dial-around mechanism, the Department finds
21 that Sprint is not entitled to pay reciprocal compensation rates.
22 Therefore, the Department agrees with Verizon that Sprint is
23 required to pay applicable access rates when it handles such calls
24 through dial-around methods.⁴

⁴*In re Petition of Sprint Communications, L.P., pursuant to Section 252(b) of the Telecommunications Act of 1996 for Arbitration of an Interconnection Agreement between Sprint and Verizon, MA, Docket No. 00-54, Order, at 10-11 (Mass. D.T.E. Dec. 11, 2000) (footnotes omitted); see also In the Matter of the Petition of Sprint Communications Co., L.P., for Arbitration of Interconnection Rates, Terms, Conditions, and Related Arrangements with Verizon California, dba GTE California Inc., Dec. No. 01-03-044, at 6-8 (Cal. P.U.C. Mar. 15, 2001).*

1 Q. PLEASE SUMMARIZE WHY SPRINT'S POSITION IS UNREASONABLE?

2 A. There are two basic reasons. First, these are not local calls and reciprocal compensation
3 is simply unavailable. The FCC clearly states in 47 C.F.R. § 51.701(e) that reciprocal
4 compensation is payable only for traffic that originates on the network of one carrier and
5 terminates on the network of a different carrier. *Here, the traffic is both originating and*
6 *terminating on Verizon's network.* By definition, reciprocal compensation does not
7 apply. Second, Verizon is entitled to collect access charges for calls Verizon originates
8 or terminates in the provision of exchange access service to IXC's. Under Sprint's plan,
9 Verizon would collect only the much lower reciprocal compensation rate for incoming
10 calls, and would not collect *anything* for outgoing calls. Section 251(g) of the Act
11 prohibits any alteration of the access regime in existence at the time of the Act until
12 access reform is complete. Sprint's proposal would do just that.

13

14 Q. SO HOW DOES VERIZON PROPOSE THESE CALLS BE CHARGED?

15 A. Like they have always been—at switched exchange access rates. That is how Verizon
16 has been billing the calls for the past fifteen years, even when a dial-around customer was
17 just calling the person next door.

18

19 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

20 A Yes.

MUNSELL

EXHIBIT 1

To: smtp[<paul.reed@openmail.mail.sprint.com>]
From: William Munsell@CPM.CNAS@TXIRV
Cc: smtp[<bryant.smith@openmail.mail.sprint.com>]
Subject: RE: fwd: Super Trunk Group
Attachment: BEYOND.RTF
Date: 5/1/00 5:01 PM

Bryants answer is what I expected, in that is all I think anyone could do. However, while my questions were in the format of how Sprint would selectively record, they are also relevant to how Sprint will selectively delete. There will be nothing unique on the CC 119 records which Sprint records to identify an IXC call from a LEC call. Since it is a Super Trunk Group, there is only one T.G. --- can't use that the differentiate. The To number is one of Sprints numbers -- that sure does not help distinguish an IC call from a LEC call. Which leaves the from number -- and especially with intraLATA toll, the from number being in the same LATA as the To number does not tell you who carried it.

I was working on incorporating the changes to the new base contract this weekend and it is going slow, but good. There are alot of places in the interconnection article which the super trunk group impacts. If we cannot agree to the previous language I will have to use GTE's original position (on trunking) as GTE language (double underline), and the (new) Sprint language as Sprints position (bold).

Bill Munsell
Manager-Interconnection Negotiations
PH: 972/718-8941
FAX: 972/718-1279
Internet: william.munsell@telops.gte.com

From: "Paul Reed" <Paul.Reed@mail.sprint.com>, on 5/1/00 4:30 PM:
To: William Munsell@CPM.CNAS@TXIRV
Cc: smtp[<bryant.smith@openmail.mail.sprint.com>]

Bill,

*The following is the information Bryant provided me:

Here is our response to Bill's question regarding recip/comp and his concern about record exchange for IXC traffic. Sprint uses a system processing to identify the duplicate IXC terminating access messages and drop them from further processing. They are NOT included for meet point billing processes i.e. no 1150 records will be created from them and returned to GTE.

Let me know if you have questions.

Paul D. Reed
Sprint - Local Market Integration
Voice 913-534-6109
Fax 913-534-6817
PCS (pager) 913-269-4564
paul.reed@mail.sprint.com

-----Original Message-----

From: william.munsell [mailto:william.munsell@telops.gte.com]
Sent: Friday, April 28, 2000 2:59 PM
To: Reed, Paul
Subject: fwd: Super Trunk Group

Paul, below is a technical issue that I had relayed.

The meet point "operational" issue I'll describe below:
In meet point billing of switched access, who creates the access record depends on the direction of the switched access -- it is always the first point of switching. For tandem routed (and that is what MPB applies to), in the terminating direction it is the tandem company, and in the originating direction it is the end office company. Under the guidelines, the tandem company provides the end office company with 1101 (detailed) access records of the terminating usage. The end office company summarizes the orig. &

term. switched access into 1150 records and returns 1150 records to the tandem company. Each company bills the IC from the 1150 records.

If we have a super trunk, I expect Sprint will create terminating records for usage going to the Sprint switch from the GTE tandem (for recip comp purposes). How will Sprint not create terminating records for IC usage on this single trunk. I do not believe there is anything in the signaling stream which allows Sprint to identify this as IC usage (CIC is not signaled in the terminating direction), and therefore selectively record.

GTE is not willing to enter into interconnection arrangements which jeopardize access revenues, and unless Local is B&K (we do not record), I am not aware of how the super trunk group does not jeopardize access billing.

Do you know whether BA will allow this? My information says they do not

Bill Munsell
Manager-Interconnection Negotiations
PH: 972/718-8941
FAX: 972/718-1279
Internet: william.munsell@telops.gte.com
----- Original Text -----

From: William Munsell@CPM.CNAS@TXIRV, on 10/15/99 1:05 PM:
To: smtp[<paul.reed@openmail.mail.sprint.com>]
Cc: Casey Berndt@RE.LTSP.BHQE, Gavin Hill@GC.CSRM

Paul, I have been doing some research since our 10/13 call relative to super trunk groups. First I looked at some Bellcore white papers on the subject, but they primarily address the situation where the IXC has a CLEC entity, and both of those entities want to utilize a common trunk group. I do not believe that is what Sprint has been proposing. To get us on the same track, my understanding is that what Sprint wants is for Telephone Exchange traffic (local, EC-Toll), and Exchange Access (routed to IC's) to be routed from

Sprints Class 5 end office to GTE's tandem on a common (single) trunk group.

Given this understanding, there is the technical problem with that.

The trunk group for Telephone Exchange traffic is set up as a FGC trunk group (no CIC signalled/expected) with FGD recording (i.e., we each create terminating 119 records on our end of it). The trunk group for Exchange

Access is set up as FGD (CIC is signalled/expected on originating calls).

Outside of installing a signalling monitoring package like HP Access7, the

FGD trunk does not allow terminating 119 records to be created. In other

words, if we combined this traffic on one trunk group, some with FGC signalling and some with FGD signalling, the switch generics do not allow

either party to create terminating 119 records on their end of the trunk

group. We would be back to the Bill and Keep on Local, and ITAC for toll

alternative that I spoke of.

I just had this nagging suspicion that there was more to this than I was

remembering on Wednesday.

Bill Munsell

Manager-Interconnection/Negotiation

972/718-8941

Internet: william.munsell@telops.gte.com

MUNSELL

EXHIBIT 2

DKT #23031



Stephen D. Minnis
Senior Attorney

Sprint Corporation
5454 West 110th Street
Overland Park, KS 66211
Voice 913 345 7918
Fax 913 345 7568
steve.minnis@mail.sprint.com

September 5, 2000

Mr. James Galloway
Public Utility Commission of Texas
1701 N. Congress Ave.
Austin, TX 78701

Re: Master Resale Agreements Between Ernest Communications, Inc. and United Telephone Company of Texas, Inc. d/b/a Sprint and Central Telephone Company of Texas d/b/a Sprint.

Dear Mr. Galloway:

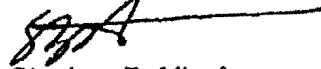
Enclosed for filing with the Commission pursuant to PUC Substantive Rule §23.97(h) are an original and eighteen copies of a Joint Application of United Telephone Company of Texas, Inc. d/b/a Sprint and Central Telephone Company of Texas d/b/a Sprint (hereinafter referred to as "Sprint") and Ernest Communications, Inc. for Approval of Master Resale Agreements ("Agreements"). Filed as part of the Joint Application is a copy of the Agreements and supporting Affidavit of Steven R. Coon Manager, State Regulatory West - Texas Revenues for United Telephone Company of Texas, Inc. d/b/a Sprint and Central Telephone Company of Texas d/b/a Sprint.

The Agreements have been negotiated under the Telecommunications Act of 1996 and the Public Utility Regulatory Act of 1995 between a holder of a service provider certificate of operating authority. The full agreement as included in this filing is available for public review.

NO SEP 14 PM 1:31
FILING CLERK
COMMISSION

The Agreements and their attachments are an integrated package and are the result of negotiation and compromise between competitors. There are no issues dealing with the limited issues covered by the Agreement between the parties that need the assistance of mediation or arbitration. Ernest Communications, Inc. and Sprint believe that the implementation of these Agreements is consistent with the public interest, convenience and necessity, and does not discriminate against any telecommunications carrier. The parties request that the Commission not take action to change, suspend or otherwise delay implementation of the Agreements.

Very truly yours,



Stephen D. Minnis

SDM:ket
Enclosures

JOINT APPLICATION OF UNITED)
TELEPHONE COMPANY OF TEXAS,)
INC. D/B/A SPRINT AND CENTRAL)
TELEPHONE COMPANY OF TEXAS)
D/B/A SPRINT AND ERNEST)
COMMUNICATIONS, INC.)
FOR APPROVAL OF MASTER)
RESALE AGREEMENT UNDER PURA)
'95 AND THE TELECOMMUNICATIONS)
ACT OF 1996)

BEFORE THE

PUBLIC UTILITY COMMISSION

OF TEXAS

JOINT APPLICATION OF UNITED TELEPHONE COMPANY OF TEXAS, INC. D/B/A
SPRINT AND CENTRAL TELEPHONE COMPANY OF TEXAS D/B/A SPRINT AND
ERNEST COMMUNICATIONS, INC. FOR APPROVAL OF A MASTER RESALE
AGREEMENT UNDER PURA '95 AND THE TELECOMMUNICATIONS ACT OF 1996

COMES NOW United Telephone Company of Texas, Inc. d/b/a Sprint and Central Telephone Company of Texas d/b/a Sprint (hereinafter jointly referred to as "Sprint") and Ernest Communications, Inc. (collectively the "Applicants") and file this, their Joint Application for Approval of A Master Resale Agreement (the "Agreement") under the Telecommunications Act of 1996 ("the Act") and the Public Utility Regulatory Act of 1995 ("PURA '95"), and show the following:

I. MASTER RESALE AGREEMENT REACHED

Ernest Communications, Inc. and Sprint submit the Agreement to the Commission for its approval pursuant to the terms of the Act, PURA '95 and P.U.C. Subst. Rule §23.97. The Agreement is attached as Attachment B. The Parties have engaged in several months of good faith negotiations and have addressed the issues involved in an agreement that will provide for the resale of certain services and facilities (where applicable) between the Parties. The Agreement also sets forth the terms and conditions for the handling of telecommunications services for which charges are billed and collected by one Party for the other party. The Agreement was executed on May 22, 2000. There are no outstanding issues involving the limited subject matter of this

PART F INTERCONNECTION

52. LOCAL INTERCONNECTION TRUNK ARRANGEMENT

52.1. The Parties agree to initially use two-way trunks (one-way directionalized) for an interim period. The Parties shall transition from directionalized two-way trunks upon mutual agreement, absent engineering or billing issues. The Parties shall transition all one-way trunks established under this Agreement.

52.1.1. The Parties shall initially reciprocally terminate Local Traffic and IntraLATA/InterLATA toll calls originating on the other Party's network as follows:

52.1.1.1. The Parties shall make available to each other two-way trunks for the reciprocal exchange of combined Local Traffic, and non-equal access IntraLATA toll traffic. Neither Party is obligated under this Agreement to order reciprocal trunks or build facilities in the establishment of interconnection arrangements for the delivery of Internet traffic. The Party serving the Internet service provider shall order trunks or facilities from the appropriate tariff of the other Party for such purposes and will be obligated to pay the full cost of such facility.

52.1.1.2. Separate two-way trunks will be made available for the exchange of equal-access InterLATA or IntraLATA interexchange traffic that transits Sprint's network.

52.1.1.3. Separate trunks will be utilized for connecting CLEC's switch to each 911/E911 tandem.

52.2. Point of Interconnection

52.2.1. Point of Interconnection (POI) means the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between CLEC and Sprint for the local interconnection of their networks. CLEC must establish at least one POI per Sprint local calling area.

52.2.2. CLEC will be responsible for engineering and maintaining its network on its side of the POI. Sprint will be responsible for engineering and maintaining its network on its side of the POI.

52.2.3. For construction of new facilities when the parties choose to interconnect at a mid-span meet, CLEC and Sprint will jointly provision the facilities that connect the two networks. Sprint will be the "controlling carrier" for purposes of MECOD guidelines, as described in the joint implementation

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EXHIBIT 3

NOV 22 2000

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval)
of Interconnection Agreement)
Between Sprint-Florida, Inc. and)
Sprint Communications Company L.P.)

Filed: April 19, 2000

Docket No. 000458-TP

PETITION OF SPRINT-FLORIDA, INCORPORATED
FOR APPROVAL OF INTERCONNECTION AGREEMENT
WITH SPRINT COMMUNICATIONS COMPANY L.P.

Sprint-Florida, Incorporated (Sprint-Florida) files this Petition with the Florida Public Service Commission seeking approval of an Interconnection Agreement which Sprint-Florida has entered with Sprint Communications Company L.P. In support of this Petition, Sprint-Florida states:

1. Florida Telecommunications law, Chapter 364, Florida Statutes as amended, requires local exchange carriers such as Sprint-Florida to negotiate "mutually acceptable prices, terms and conditions of interconnection and for the resale of services and facilities" with alternative local exchange carriers. Section 364.162, Florida Statutes (1996).

2. The United States Congress has also recently enacted legislation amending the Communications Act of 1934. This legislation, referred to as the Telecommunications Act of 1996, requires that any such "agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission" 47 U.S.C. §252(e).

DOCUMENT NUMBER-DATE

04809 APR 198

FPSC-RECORDS/REPORTING



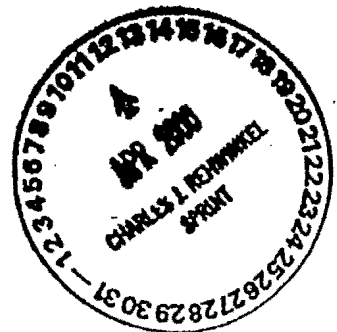
**MASTER INTERCONNECTION AGREEMENT
FOR THE STATE OF FLORIDA**

March 30, 2000

Sprint Communications Company L.P.

and

Sprint – Florida, Incorporated



transition all one-way trunks established under this Agreement.

34.1.1. The Parties shall initially reciprocally terminate Local Traffic and IntraLATA/InterLATA toll calls originating on the other Party's network as follows:

34.1.1.1. The Parties shall make available to each other two-way trunks for the reciprocal exchange of combined Local Traffic, and non-equal access IntraLATA toll traffic. Neither Party is obligated under this Agreement to order reciprocal trunks or build facilities in the establishment of interconnection arrangements for the delivery of Internet traffic. The Party serving the Internet service provider shall order trunks or facilities from the appropriate tariff of the other Party for such purposes and will be obligated to pay the full cost of such facility.

34.1.1.2. Separate two-way trunks will be made available for the exchange of equal-access InterLATA or IntraLATA interexchange traffic that transits Sprint's network.

34.1.1.3. Separate trunks will be utilized for connecting CLEC's switch to each 911/E911 tandem.

34.1.1.4. Separate trunk groups will be utilized for connecting CLEC's Operator Service Center to Sprint's Operator Service center for operator-assisted busy line interrupt/verify.

34.1.1.5. Separate trunk groups will be utilized for connecting CLEC's switch to Sprint's Directory Assistance center in instances where CLEC is purchasing Sprint's unbundled Directory Assistance service.

34.2. Point of Interconnection

34.2.1. Point of Interconnection (POI) establishes the physical point for the technical interface, the test point, and the operational responsibility hand-off between CLEC and Sprint for the local interconnection of their networks. CLEC should have one POI per end office in each Sprint LATA. CLEC should have at least one POI per Sprint LATA.

34.2.2. CLEC will be responsible for engineering and maintaining its network on its side of the POI. Sprint will be responsible for engineering and maintaining its network on its side of the POI.

34.2.3. For construction of new facilities when the parties choose to interconnect at a mid-span meet, CLEC and Sprint will jointly provision the facilities that connect the two networks. Sprint will be the "controlling carrier" for purposes of MECOD guidelines, as described in the joint implementation

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EXHIBIT 4

Additional details of dialing procedures available for use with FGD are shown in Tables 3-8 through 3-10. Further information pertaining to FGB access can be found in *Feature Group B, FSD 20-24-0300, TR-TSY-000698*.⁸ FGD access information can be found in *Compatibility Information for Feature Group D Switched Access Service, TR-NPL-000258*,⁹ and *Expansion of Carrier Identification Code Capacity for Feature Group D (FGD), TR-NWT-001050*.¹⁰

3.10 Operator Assistance

Callers reach the LEC operator by dialing 0 (zero). To reach the presubscribed interexchange operator carrier, 00 (zero zero) is dialed, where available. A presubscribed customer should also be able to dial 10XXX + 0 to reach an alternate IC operator facility. In nonequal-access end offices, 00 can be routed either to the LEC operator facility, to a single IC's operator facility, or it can be blocked.

3.11 International Direct Distance Dialing

There are three major types of carriers involved in international calling.

- *International Carriers (INC)*s transport the call between a United States gateway and a foreign country where the INC connects to the applicable foreign telephone entity.
- *Interexchange Carriers (IC)*s provide call transport from the originating LATA to the INC gateway office.
- *Interexchange/International Carriers (IC/INC)*s provide both domestic interLATA transport and international transport.

On most international calls, both ICs and INCs are involved, which implies that two carriers are selected by a single CAC.

- A single carrier (IC/INC) provides both interLATA and international transport and uses a single CAC that includes both.
- An IC and an INC, having separate CACs, can agree to handle each other's traffic. A customer placing an International Direct Distance Dialing (IDDD) call could use either carrier's CAC. The interLATA portion would be handled by the IC and the international portion would be handled by the INC.

An IDDD caller is not able to independently specify both an IC and an INC for an international call. Except in the case of a carrier that provides both functions, the caller will specify either the IC or INC of choice. The other carrier (INC or IC, respectively) involved will be the result of a prearranged business agreement.

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EXHIBIT 5



Alliance for Telecommunications
Industry Solutions

Sponsor of



Industry Numbering
Committee

A forum of the Carrier Liaison Committee

1200 G Street NW
Suite 500
Washington DC 20005
www.atis.org

CARRIER IDENTIFICATION CODE ASSIGNMENT GUIDELINES

These guidelines are reissued in connection with the
resolution to INC Issues 196 and 198.

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CARRIER IDENTIFICATION CODE ASSIGNMENT GUIDELINES

1.0 INTRODUCTION

1.1 Purpose

This document describes guidelines for the assignment of Carrier Identification Codes (CICs) in the North American Numbering Plan (NANP) area and is a product of industry consensus reached under the aegis of the Industry Numbering Committee (INC) which is a standing committee of the Carrier Liaison Committee (CLC). The document will be maintained by the INC which will, therefore, be responsible for the determination of any necessary changes or updates. These guidelines do not detract from the ability of an appropriate governmental or regulatory agency to exercise authority over any and all issues herein. These guidelines and future changes to these guidelines will be submitted to the agencies for their review. In addition, it should be understood that these guidelines supersede any previously issued CIC assignment guidelines.

These guidelines have been formulated with consideration of the following two legitimate needs. First, the recognition that the CICs represent a finite resource and should, therefore, be used efficiently and conserved to the extent possible; and second, that their prudent use is inherent in the provision of telecommunications services. Therefore, the guidelines should offer the greatest latitude in the provision of telecommunication services, while maintaining the effective management of a finite resource.

The assignment practices detailed in these guidelines apply to the assignment of CICs made directly by North American Numbering Plan Administration (NANPA) to a specific entity. (See Section 2.2 for CIC application procedures). Therefore, the maximum number of CICs an entity may be assigned under these guidelines pertains to the number of CICs the administrator may directly assign to that entity. Accordingly, codes obtained via means other than direct assignment by the NANPA are outside the scope of these assignment guidelines and hence, are not included in the maximum code assignment limits. The requirements specified in these guidelines will apply to all CICs (e.g., the access and usage requirements for retaining CICs) regardless of the manner through which an entity obtained a code.

1.2 Definition, Use and Background of CICs

CICs provide routing and billing information for calls from end users via trunk-side connections to interexchange carriers and other entities. Entities connect their facilities to access provider's facilities using several different access arrangements, the common ones being Feature Group B (FG B) and Feature Group D (FG D). CICs were introduced in 1981 as 2-digit codes then were expanded to 3-digit codes in 1983. At that time CICs were assigned from a single pool of numbers serving both FG B and FG D access. Initially, entities could be assigned up to a maximum of three CICs, a

primary and two supplemental CICs. When it was recognized that the supply of 3-digit CICs would eventually exhaust, the ICCF developed a plan to expand the resource to 4 digits, i.e., CIC expansion. In 1989, when the 700th CIC was assigned, industry agreements limited assignments to one per entity to prevent exhaust before completion of CIC expansion.

CIC expansion was planned for implementation in two phases. Phase 1 was completed on April 1, 1993, at which time FG B and FG D CICs were split into two separate assignment pools. In addition, the FG B resource was expanded from 3 to 4 digits. FG D CICs continued to be assigned in the 3-digit format until exhaust which signaled the start of Phase 2. Phase 2 of CIC expansion was completed on April 1, 1995 when FG D CICs were expanded to 4 digits. Existing 3-digit FG D CICs were converted to 4 digits by prepending a "0" in front of the CIC. After Phase 1 but before Phase 2 CIC expansion, entities could, if requested, reserve a 4-digit FG D CIC that matched the assigned 4-digit FG B CIC, which would be assigned when 4-digit FG D CICs became available. These guidelines have been modified to reflect the completion of CIC expansion and the availability of 4-digit CICs.

For the purposes of these guidelines, CICs are 4-digit numeric codes which are currently used to identify customers who purchase Feature Group B (FG B) and/or Feature Group D (FG D) access services.¹ These codes are primarily used for routing from the local exchange network to the access purchaser and for billing between the LEC (Local Exchange Carrier) and the access purchaser.

CICs referred to in these guidelines are those assignable by the CIC administrator.

In addition to those CICs assignable by the CIC administrator, there are 200 four digit CICs, numbers 9000-9199, designated for intranetwork use and are therefore unassignable. These CICs are 1) intended for intranetwork use only, 2) not intended to be used between networks, 3) not intended to be dialable by end users as a CAC (defined in this section). Use of the 200 unassignable CICs is at the discretion of each network provider and will not place requirements on other network providers.

CICs exist in the public domain, and as such, are a public resource. Assignment of a CIC to an entity in no way implies or infers ownership of the public resource by the entity. Consequently, the resource cannot be sold, brokered, bartered, or leased for a fee or other consideration. If a resource is sold, brokered, bartered or leased for a fee, the resource is subject to reclamation by the administrator. The availability of CICs will

¹ For purposes of these guidelines "access services" includes the purchase of trunk access for FG B or D, and, in the case of FG B, translations access (where available). Although LECs are not formal "purchasers" of FG B or FG D access, these guidelines do not preclude LECs from being assigned CICs.

be monitored by the CIC administrator who will report on the continued assignment of this public resource on a regular basis to the FCC and the INC.

In addition to the use of CICs by the LECs for routing and billing of access, the CIC comprises part of the Carrier Access Code (CAC), a dialing sequence used by the general public to access a preferred provider of service.

Specifically, the CAC can be in the following formats:

- For FG B, the CAC is in the format 950-XXXX, where XXXX is the FG B CIC.

For FG D, the CAC is dialed using a 7-digit format (101XXXX), where X = 0 through 9.

1.3 Definition of an Entity

CICs are assigned to entities that purchase FGB or FGD access, FGB translation access or are LECs. For purposes of these guidelines, an entity will be defined as follows.

- An entity is defined as a firm or group of firms under common ownership or control.

Franchise operators are those individuals, groups, or firms granted the right or license to market a company's goods or services in a particular area. As there is a commonality of economic interest in marketing conditions normally imposed on a franchise operator by the franchiser, these industry guidelines treat the franchiser as the relevant entity and not each individual franchise operator. The franchiser is eligible for CICs assigned to an entity up to the maximum number as determined by these guidelines. The franchise operators operating under the common franchise may each use the CICs under the guidance of the franchiser. On the assumption that franchise operators are operating in different territories, as may be dictated by the franchiser, no technical limitation on access service exists due to this CIC limit.

1.4 Administration of CICs and CIC Usage Reporting

The assignment and management of CICs will be administered by the North American Numbering Plan Administrator (NANPA). At the direction of the NANPA, the access providers and the entities who are assigned CICs will be requested to provide access and usage information to the NANPA, on a semi-annual basis to ensure effective management of the CIC resource. (Holders of codes may respond to the request at their own election). LEC and entity reports shall be submitted to NANPA no later than January 31 for the period ending December 31, and no later than July 31 for the period ending June 30.

NANPA will use this information, not only to effectively manage the use of CICs, but also to advise the industry as to the level of assignments, and to alert the industry to any concerns, such as the potential for code exhaust.

Further detail regarding these reports, including the suggested format and the address to which they should be submitted, is contained in the "Reports" section of these guidelines.

1.5 The CIC Pools

FG B and FG D CIC resources are assigned from two separate assignment pools. One pool contains the four-digit FG B resource; the other pool contains the four-digit FG D resource.

The FG B CIC format provides a pool of 9,000 codes. (Note: Only 9000 four digit FG B CICs are available for assignment because switches do not differentiate between CICs in the 0XXX and 1XXX ranges. If, in the future, changes in technology allow the distinction between 4 digit FG B CICs of the form 0XXX and 1XXX, separate assignment of those CICs will be considered). THE FG D CIC format provides for a pool of 10,000 codes.

FG B and FG D assignments are made separately. Accordingly, an entity whose needs demand the use of FG B access only will be assigned a FG B CIC.

1.6 Four Digit FG B CICs

Four-digit FG B assignments are made from a single specific 1000s block. The first 1000s block from which four digit FG B CICs are assigned is the 5000s block, followed by the 6000s block. The selection of the 5000s and 6000s block permits matching assignments to four digit FG D codes. Subsequent assignments will be made from the remaining blocks of numbers which will be opened sequentially, starting with the 2000s block, i.e., 2000, 3000, 4000, 7000, etc. Opening of subsequent thousand blocks is dependent solely upon the exhaust of the current available FG B CIC resource.

The NANPA will monitor CIC assignments and usage and provide reports to the CLC and INC indicating the level of assignment and projecting the time of exhaust of the current pool of FG B CICs semi-annually or as requested based on the then current assignment rate. The NANPA will formally notify the industry 2-1/2 years prior to the need for the next 1000s block of FG B CICs. Actual assignment of the new FG B 1000s block will begin six months before the projected exhaust of the current FG B CIC pool. The industry will review the need, in the future, to continue to restrict assignment of FG B CICs to specific 1000s blocks. The industry will determine if, when technically practicable, this restriction will be lifted, and FG B four digit assignments will be available from the full range of (9,000) FG B CICs.

1.7 Four-Digit FG D CICs

At the time FG D CICs were expanded to four digits, a permissive period was established which permitted the use of both the 10XXX and 101XXXX CAC dialing formats. During this permissive period, four-digit FG D CICs began to be assigned in the 5000 and 6000 number blocks. (Note: Per CC Docket No. 92-237 Declaratory Ruling (98-828) Released May 1, 1998, the permissive dialing period ended on September 1, 1998.)

In the future, it is the intent of the industry to open all four digit FG D 1000s blocks for assignment. The industry will review this intention to verify if all four digit FG D codes will be made available for assignment, or if it is necessary to restrict such availability to specific 1000s blocks.

2.0 ASSIGNMENT PRINCIPLES

NANP resources, including those covered in these guidelines, are collectively managed by the North American telecommunications industry with oversight of the North American federal regulatory authorities.

The NANP resources are considered a public resource and are not owned by the assignees. Consequently, the resources cannot be sold, brokered, bartered, or leased by the assignee for a fee or other consideration.

If a resource is sold, brokered, bartered, or leased for a fee, the resource is subject to reclamation by the Administrator.

2.1 General

Entities purchasing FG B or FG D trunk access or FG B translations access will be assigned a CIC from the appropriate pool. A request for FG B or FG D access must have been made before an entity's request for the issuance of a CIC will be considered. Assignments will be made consistent with all regulatory directives such as the standing FCC mandate which directs that access be available to all customers, not only traditional carriers. CICs will be assigned on a North American Numbering Plan area basis; i.e., there will be no duplicate assignments segregated by geographic region and, therefore, an entity can use the assigned code throughout the North American Numbering Plan area.

2.2 Procedures for Obtaining a CIC Assignment

An entity should use the following procedure when requesting a CIC assignment.

- a) Complete the CIC Application Form. One application form is required per CIC request. The CIC applicant will complete all required entries on the CIC Application Form to the best of his/her knowledge and sign the form.
- b) Contact an access provider, i.e., the local exchange carrier, and request the assignment of a CIC. The CIC application form must be presented to the access provider when requesting access service.
- c) Place a valid order for FG B or D trunk access service, or FG B translations access service, where available, (depending on the type of CIC being requested) with the access provider, indicating in order of preference, three CIC choices.*
- d) Provide to the access provider a list of all CICs currently held by the entity (see Section 1.3 for definition of entity), indicating the name of the firm(s) holding the CIC(s) if other than the entity applying for the CIC.

After receipt of a request for a CIC, the access provider will apply to NANPA for a CIC on behalf of the entity, attaching a copy of the written request for access service and the CIC Application Form. NANPA will assign a CIC within 10 working days of receipt of a CIC request from the access provider, and notify the access provider and the entity in writing of the assignment using the CIC Assignment Form. Entity code preference will be honored to the extent possible, and assignments will be made in the order the requests are received.

LECs should apply directly to NANPA for the assignment of CICs and are subject to the CIC assignment principles contained in these guidelines as other entities.

2.3 Assignments for IRCs and INCs

International Carriers (INCs) and International Record Carriers (IRCs) will be assigned CICs from the same resource pool as all other access customers. That is, there will be no special block of CICs reserved for code assignments to either INCs or IRCs.

There will be no specific allocation of codes for international services of an entity engaged in both domestic and international carriage.

* A request for a CIC may be made by an entity or its authorized agent.

2.4 Reservation of Codes

There will be no reservation of CICs. Rather, CICs will be assigned on a first come, first served basis, as FG B or D access service, or FG B translations access service is ordered.

2.5 Matching of FG B and FG D CICs

An entity purchasing both FG B and FG D may request the same FG B and FG D code, however, there is no guarantee that the same CICs for FG B and FG D service will be available. NANPA will, however, make every effort to assign matching FG B and FG D CICs when requested to do so, given that such matching codes are available.

3.0 MAXIMUM NUMBER OF CODES

3.1 Four-Digit CIC Assignment Practices

A maximum of 5 FG B CICs and 6 FG D CICs will be assigned per entity. Entities holding greater than the maximum allowed CICs are encouraged to make a good faith effort to return those codes to the NANPA.. (See also Section 4.3).

3.2 Special Use Code Assignments

It is recognized that extraordinary and infrequent technical constraints in access provider's networks may arise where an entity, whose intent was to offer a service without the use of a CIC, is required to use a CIC. If the entity and the access provider agree that a CIC assignment is warranted because of such a technical constraint, and both parties also agree that no available technical alternative exists to provide the proposed service, the access provider and the entity will submit a jointly signed letter to the NANPA certifying the need for a special use CIC and requesting the assignment of a "special use" CIC.

This "special use" code assignment procedure can take place prior to, or after, an entity reaches the maximum assigned limit of CICs. The "special use" CIC assignment from the NANPA is NOT counted in the assigned CIC total of the entity or the access provider. The NANPA will notify the INC of special use code assignments.

If an alternative to the use of a CIC subsequently becomes available (i.e., there is no longer a technical constraint in the access provider's network), the voluntary return of the "special use" code is encouraged (see Section 4.3). Moreover, if, after it has been established that there exists a technical alternative to the use of the code, and the entity chooses not to return it, the CIC is counted against the limit of assignable codes.

An entity can be assigned a maximum of two "special use" CICs. It is expected that such codes will be required infrequently and that few "special use" codes will be assigned. The INC will review the category of "special use" CICs annually, but will meet at the time the NANPA assigns the second "special use" code to a specific entity in order to examine the needs which required the assignments and, if necessary, to consider a change to the assignment limits.

3.3 CIC Limit Review

The number of CICs assignable per entity will be reviewed, as determined by the industry. This could be initiated through the introduction of an issue at the INC. It is intended that these reviews investigate the potential for further expansion of the number of codes per entity.

4.0 DISPOSITION OF CODES

4.1 Requirement for Code Retention

It is expected that CICs, when assigned, will be placed in service within a reasonable time. Specifically, access service associated with the CIC must be obtained, and the CIC must show usage. Absent such service and usage, a reclamation process will be initiated consistent with Sections 4.2 and 6.0.* CIC assignees shall submit to NANPA a certification that the required access was obtained and the date the access was activated (see CIC Activation Form).

4.2 Requirement for Access

If the CIC Activation Form is not received by NANPA, thereby indicating that access service associated with a CIC has not been established within four months of the date of code assignment, the NANPA will inquire regarding the status of the CIC and, if appropriate, a certified letter will be sent to the entity initiating the reclamation process. The letter will state that the NANPA intends to reclaim the CIC at the end of a 60-day period if access service has not been established. The entity will also be notified by letter if the code assignment is withdrawn.

Any code reclaimed will be made available for assignment by the NANPA after an idle period of at least six months.

* Reclamation Process: The procedure whereby NANP administration, as maintenance agent for the CIC assignment guidelines, recovers codes which do not meet the requirements specified in the guidelines. (Note: NANP administration has the responsibility to attempt to recover numbering resources, especially unused numbering resources, as the situation requires. These guidelines confer no enforcement authority. Actual enforcement authority resides with the appropriate governmental or regulatory body.)

4.3 Voluntary Return of CICs

The voluntary return of CICs that are no longer needed by an entity is encouraged. Please contact the NANPA to arrange for return.

Any code returned by an entity will be made available for assignment by the NANPA after an idle period of at least six months.

5.0 ENTITLEMENTS

5.1 Code Use

Assignment of a CIC provides the "right" to use and retain the CIC consistent with these guidelines, to promote the use of the CIC as part of the carrier access code (CAC) for end user dialing, and to transfer the code to another entity as described in Section 5.2. Franchise operators do not retain any right to the CICs if the franchiser ceases operation or determines that its CICs are no longer required.

5.2 Transfer of CICs

The assignment of a CIC does not imply ownership. Although not a formal asset of an entity, a CIC may be transferred to another entity through merger or acquisition as long as the CIC is in use, i.e., FG B or FG D access is being reported or can be verified by an access provider. The NANPA must be informed of such transfers to ensure that an accurate record of the entity responsible for the CIC can be maintained, and that the guideline requirements are satisfied. Such requirements include those associated with the retention of CICs, and transferred CICs will be subject to reclamation as are any other codes.

The entity requesting the transfer of a CIC from the assignee of record must provide written documentation that supports the transfer of a code, i.e., written agreement from the assignee of record or evidence of merger/acquisition of the assignee's company by the requester.

6.0 RECLAMATION PROCEDURES

6.1 Assignee Responsibility

The entity to which a CIC has been assigned shall return the CIC to its administrator if:

- It is no longer needed by the entity for the purpose for which it was originally assigned
- The service it was assigned for is discontinued, or

- The CIC was not used or activated within the activation timeframe specified in these guidelines.

In the latter case, the assignee may apply to the administrator for an extension date. Such an extension request must include the reason for the delay and a new activation time commitment.

6.2 Administrator Responsibility

- The CIC administrator will contact any CIC assignee(s) identified as not having returned to the administrator for reassignment of any CIC:
 - Assigned, but no longer in use by the assignee(s),
 - Assigned to or associated with a service no longer offered,
 - Assigned, but not activated within the activation timeframe specified in these guidelines, or
 - Assigned but not used in conformance with these assignment guidelines.

The administrator will seek clarification from the assignee(s) regarding the alleged non-use or misuse. If the assignee(s) provides an explanation satisfactory to the administrator, and in conformance with these assignment guidelines the CIC will remain assigned. If no satisfactory explanation is provided, the administrator will request a letter from the assignee(s) returning the assigned CIC. If a direct contact can not be made with the assignee(s) to effect the above process a registered letter will be sent to the assignee(s) address of record requesting that they contact the administrator within 30 days regarding the alleged CIC non-use or misuse. If the letter is returned as non-delivered the administrator will advise the INC that the CIC will be made available for reassignment following the established idle period, if any, unless the INC advises otherwise within 30 days.

- The CIC administrator will refer to the INC for resolution any instance where a CIC has not been returned for reassignment by the assignee if:
 - The CIC has not been activated within the activation timeframe specified in these guidelines, or
 - A previously activated CIC is not now in use.
 - An activated CIC is not being used in accordance with these assignment guidelines.
- If a CIC is not activated within the activation timeframe specified in these guidelines and the administrator determines, by discussion with the CIC assignee(s), that the reason for the non-activation is not within the control of the assignee(s), the administrator may extend the activation date by up to 90 days.

- The CIC administrator will receive, process and refer to the INC for resolution any application from CIC assignees for an extension on an activation date when the:
 - Activation has not occurred within the 90-day extension,
 - Administrator believes that the activation has not occurred due to reason within the assignee's control, or
 - Assignee requests an extension in excess of 90 days.

Referral to INC will include the offered reason why the extension is requested, a new proposed activation date, and the administrator's recommended action.

The CIC administrator will make all returned CICs available for assignment following the established idle time, if any.

6.3 INC Responsibilities

The INC will:

- Accept all referrals of alleged non-use or misuse of CICs -
Investigate the referral,
- Review referrals in the context of current assignment guidelines,
- Attempt to resolve the referral, and
- Direct the CIC administrator regarding the action, if any, to be taken.

Absent a consensus resolution of the referral or non-compliance to the resolution by the CIC assignee, the case will be referred by INC via the CLC process, to the appropriate regulatory body for resolution.

7.0 CONSERVATION

7.1 The Need for a Conservation Mode

Conservation involves efforts to preserve the availability of codes. A conservation mode and the restrictive assignment policies associated with it slows the assignment rate, conserves the dwindling resource, and allows the industry time to circumvent the possibility of exhaust.

The assignment level at which a conservation mode is invoked, therefore, must provide adequate time for the industry to plan for the accommodation of additional entities, develop and publish the necessary associated technical documentation describing the plan, provide the necessary software/hardware modifications to the necessary network elements, and deploy those modifications throughout the nation. It is estimated that these efforts require at least five years.

7.2 A Conservation Mode for the Four-Digit CIC Environment

A detailed conservation plan for the four-digit CIC environment is not to be described in these guidelines. Rather, the NANPA, as administrator of CIC assignments, will monitor the assignment rate and level, predict the potential for exhaust, and report its findings to the industry. With this information supplied by the NANPA, the industry can determine the need for a formal conservation mode and its associated measures.

Those measures might include restrictions on the maximum number of code assignments per entity, an aggressive effort, beyond that already in place, for code reclamation, and the convening of a CLC sponsored committee to begin the necessary planning to accommodate the need to assign more than 9,000 FG B and/or 10,000 FG D CICs.

8.0 GLOSSARY

CAC (Carrier Access Code) - The sequence an end user dials to obtain access to the switched services of a carrier, e.g., 101XXXX.

CIC (Carrier Identification Code) - A numeric code that uniquely identifies each carrier. These codes are primarily used for routing from the local exchange network to the access purchaser and for billing between the LEC and the access purchaser.

FG B (Feature Group B) - A type of access arrangement that provides trunk-side access to the interexchange carrier. FG B callers reach an interexchange carrier's facility for transport of their inter-LATA call by dialing the carrier access code 950-XXXX.

FG B translations access - FG B access configurations where installation orders are such that only translation software changes are required. For example, Entity 1 refers to the entity which desires to have its FG B traffic associated with a particular Carrier Identification Code routed to another entity. Entity 2 refers to the entity with trunk access to which Entity 1's traffic is routed. Translations access allows the routing of Entity 1's traffic to the trunks of Entity 2 via a translation software change.

FG D (Feature Group D) - A type of access arrangement that permits subscribers to presubscribe to or select, on a per-call basis, a specific interexchange carrier for transport of their inter-LATA calls. To use the presubscribed carrier for a call, the subscriber need only dial the destination directory number. To override the terminal's presubscription on a per-call basis and choose an alternative interexchange carrier, 101XXXX + 0 or 1 +10 digits must be dialed.

INC (Industry Numbering Committee) - A standing committee of Carrier Liaison Committee (CLC). INC was formed to provide an open forum to address and resolve industry-wide issues associated with the planning, administration, allocation, assignment

MUNSELL

EXHIBIT 6

FACILITIES FOR STATE ACCESS

4. SWITCHED ACCESS (Cont'd)

4.2 Description of Switched Access (Cont'd)

4.2.1 Description of Feature Groups (Cont'd).

(D) Feature Group D (USOC - OHD)

Feature Group D (FGD), which is available to all customers, provides trunk side access to Telephone Company end office switches with an associated 101XXXX access code for the providers of MTS/WATS-type services for originating and terminating communications for customer provided intrastate communication capability or connections to an interexchange intrastate service. (C)

- (1) FGD is provided at Telephone Company appropriately equipped electronic end office switches.

FGD utilizes a two point electrical communication path between the Interface Arrangement and the Common Line or Special Access Line which is a voice grade transmission path comprised of any form or configuration of plant capable of, and typically used in the telecommunications industry for, the transmission of the human voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

SS7 Out of Band Signaling for FGD is provided at suitably equipped Telephone Company end office or access tandem switches.

- (2) FGD is provided as trunk side switching through the use of end office or access tandem switch trunk equipment. The switch trunk equipment is provided with answer and disconnect supervisory signaling and wink start pulsing signals except when SS7 Out of Band Signaling is specified.
- (3) The Telephone Company will select the trunking arrangement from the end office, within the selected Access Area from which FGD is to be provided. If the customer orders an Automatic Number Identification (ANI) Arrangement, Alternate Traffic Routing arrangement, Service Class Routing arrangement, Trunk Access Limitation arrangement, or Operator Assistance Full Feature Arrangement, special routing and trunking arrangements may be required.

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FACILITIES FOR STATE ACCESS

4. SWITCHED ACCESS (Cont'd)

4.2 Description of Switched Access (Cont'd)

4.2.1 Description of Feature Groups (Cont'd)

(D) Feature Group D (Cont'd)

(T)(M)

- (4) FGD is arranged for either originating calling only, terminating calling only, or two-way calling based on the trunks or Busy Hour Minutes of capacity ordered. The Telephone Company will determine the type of directional calling to be provided unless the customer orders an Operator Assistance full Feature Arrangement or requests the option. Customer Specification of Switched Access Directionality as described in 4.2.5(H). For such arrangements, additional charges on an Individual Case Basis will apply if the trunking arrangements are different from that the Telephone Company would have provided without such special arrangements. Originating calling permits the origination of calls from the customer's end user to the CDL. Terminating calling permits the termination of calls from the CDL. Two-way calling permits either the origination or termination of calls, but not simultaneously.
- (5) FGD is provided for multifrequency address signaling or SS7 Out of Band Signaling. Up to 12 digits of the called party number dialed by the end user will be provided by Telephone Company equipment to the CDL where the FGD terminates. Such address signals will be subject to the ordinary transmission capabilities of the Switched Transports provided.
- (6) FGD, when being used in the terminating direction, may be used to access valid NXXs in the FGD Access Area. If the FGD connection is made directly to an end office the Access Area is that of that end office only. If the FGD connection is made to an access tandem, the Access Area is all end offices subtending that access tandem that have FGD capabilities. When the customer wants access to all end offices subtending that access tandem (both equal access and non equal access) a single FGD trunk group may be used. Traffic terminating at a non equal access end office using a FGD trunk group will be ordered as FGB or FGC and billed at FGB or FGC rates. Separate trunk groups for the combined use of FGD and FGB or FGD and FGC are not required. The description of any FGD Access Area will be provided to the customer upon request.

FGD may also be used in the terminating direction to access information services (e.g., time and temperature) and other services by dialing the appropriate codes when the services can be reached using valid NXX codes.
- (7) A separate trunk group will be established based on directionality (i.e., originating only, terminating only, or two-way traffic) of the FGD arrangement provided.

(M)

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FACILITIES FOR STATE ACCESS

4. SWITCHED ACCESS (Cont'd)4.2 Description of Switched Access (Cont'd)4.2.1 Description of Feature Groups (Cont'd)(D) Feature Group D (Cont'd)

- (8) The access code for FGD is a uniform access code of the form 101XXXX. (C)

In addition to the standard 101XXXX access code, the customer has the option (C) to use 950-XXXX as an access code for FGD Switched Access Service. When the customer orders FGD Switched Access Service with 950-XXXX Access as described in 4.2.5(T), FGD switched access calls may also be originated by using the customer's 950-XXXX access code(s). All such calls will be rated as FGD switched access calls.

FGD, provided with multifrequency address signaling or SS7 Out of Band Signaling, is arranged to receive address signaling through the use of Dual Tone Multifrequency (DTMF) or dial pulse address signaling from the end user.

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FACILITIES FOR STATE ACCESS

4. SWITCHED ACCESS (Cont'd)

4.2 Description of Switched Access (Cont'd)

4.2.1 Description of Feature Groups (Cont'd)

(D) Feature Group D (Cont'd)

(T)(M)

- (9) FGD may, at the option of the customer, be arranged to provide Automatic Number Identification (ANI) Arrangement to obtain the calling station billing number. The ANI arrangement provides ten digit station billing number information to the CDL. When SS7 Out of Band Signaling is specified, the customer may obtain an ANI equivalent by ordering the Charge Number optional feature as described in 4.5.2 (A)(D). In those situations where no billing number is available in the end office switch, as with 4/8 party service, no ten digit number will be provided, only the area code and an "operator identification" information digit will be provided.

In those cases where an ANI failure has occurred in the end office switch, no seven digit number will be provided, and an "identification failure" information digit will be provided. ANI will be made available using multifrequency signaling provided by the Telephone Company.

Dependent upon the group type, the ANI spill may be forwarded prior to the called number in appropriately equipped end offices. When the ANI spill is sent prior to the called number, ten digits will be forwarded (NPA + NXX-XXXX). When the ANI spill is sent after the called number, the conventional seven digits will be forwarded. The Telephone Company will determine the sequencing and protocol of the ANI spill and called number.

- (10) (Reserved for Future Use)

(M)

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FACILITIES FOR STATE ACCESS

4. SWITCHED ACCESS (Cont'd)

4.2 Description of Switched Access (Cont'd)

4.2.1 Description of Feature Groups (Cont'd)

(D) Feature Group D (Cont'd)

(T)(H)

- (11) (Reserved for Future Use)
- (12) (Reserved for Future Use)
- (13) FGD is provided with basic testing at no additional charge. Basic tests include: loss, 3 tone slope, (C-message and C-notched), and where applicable, signaling and balance testing.
 - (a) Where Telephone Company equipment is available, a seven digit access number will be provided to the customer for testing in the terminating direction. These access numbers shall include: balance (100 type) test line, milliwatt (102 type) test line, nonsynchronous or synchronous test line, automatic transmission measuring (105 type) test line, data transmission (107 type) test line, loop around test line, short circuit test line and open circuit test line. Access to test lines by other than seven digits is at the option of the Telephone Company and may vary in availability.
 - (b) Where Telephone Company equipment is available and the customer is equipped with compatible equipment (remote office test lines and 105 test lines with associated responders or their functional equivalent), FGD will be provided with automatic testing.
 - (c) At the option of the Telephone Company, cooperative testing may be provided in lieu of automatic testing. Cooperative testing is where the Telephone Company provides a technician at its office(s) and the customer provides a technician at its CDL, with suitable test equipment to perform the required tests. The Telephone Company will routinely perform maintenance testing from its access tandem or end office (if direct routed) to the customer's first point of switching.
 - (d) When FGD or 800 Access service with SS7 Out of Band Signaling is ordered, network compatibility and other operational tests will be performed cooperatively by the Telephone Company and the customer at locations, dates, and times as specified by the Telephone Company in consultation with the customer. These tests are as specified in Bellcore Technical Reference Publication TR-TSV-000905. Successful completion is necessary to receive the SS7 signaling option. To protect the security of the SS7 network, certain of the information provided, i.e., point codes, by the Telephone Company to the customer will be subject to a nondisclosure agreement.

Additional testing charges will apply as set forth in 6.6 following when: (a) the customer requests a test not specified in the preceding; (b) the test requested is not essential to the ongoing maintenance of FGD; or the customer requests testing on a more frequent basis than scheduled in the Telephone Company's Central Office Maintenance Planning System (COMPS).

(H)

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FACILITIES FOR STATE ACCESS

4. SWITCHED ACCESS (Cont'd)4.2 Description of Switched Access (Cont'd)4.2.1 Description of Feature Groups (Cont'd)(D) Feature Group D (Cont'd)

- (14) FGD may, at the option of the customer, be provided with Alternate Traffic Routing. This arrangement as shown in 4.2.5(A) delivers originating traffic from an end office over a designated trunk group to the CDL. When that trunk group is fully loaded, additional originating traffic is automatically delivered over one or more designated trunk groups to one or more CDLs.
- (15) FGD may, at the option of the customer, be provided with a Service Class Routing Arrangement. This arrangement allows originating traffic to be delivered over selected trunk groups to specified CDLs based on service prefix code (e.g. 0-, 0+, 1+, 01, 011); service class codes (e.g. 500, 700, 800, 900); or end user originating line class of service (e.g. coin, multiparty, hotel/motel). Service classes of traffic unable to be served by a customer will be handled at the option of the Telephone Company.
- (16) Reserved for Future Use
- (17) FGD will be arranged to accept calls from Telephone Company local service without the 101XXXX uniform access code. Each Telephone Company local service will be marked to identify which 101XXXX code its calls will be directed to for InterLATA Area service. (C)
- (18) FGD may, at the option of the customer, be provided with a Trunk Access Limitation arrangement. The trunk access limitation arrangement provides for the routing of designated (e.g. 900 Service Code) originating calls to a specified number of transmission paths in a trunk group. (C)
- (19) FGD may, at the option of the customer, be provided with an Operator Assistance Full Feature Arrangement. This arrangement provides, to the customer operator, the initial coin control function. FGD is provided in a directly routed arrangement from the end office switch when this feature is provided. This feature may require the routing by Service Class Routing Arrangement, as set forth in (15) preceding. The coin collection and return protocol required by the customer must be compatible with Telephone Company equipment. Offering of this feature is contingent upon suitable administrative procedures/agreements for coin services being negotiated between the customer and the Telephone Company. This option is unavailable in conjunction with SS7 Out of Band Signaling.

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FACILITIES FOR STATE ACCESS

4. SWITCHED ACCESS (Cont'd)4.2 Description of Switched Access (Cont'd)4.2.1 Description of Feature Groups (Cont'd)(D) Feature Group D (Cont'd)

(T)(M)

(20) FGD is provided with either Type A, Type B, or Type C transmission performance as follows: a) when routed directly to the end office, either Type B or Type C is provided; b) when routed to an access tandem, only Type A is provided; Type A is provided on the transmission path from the access tandem to the end office. Type C transmission performance is provided with Interface Group 1. Type B and Type C are provided with Interface Groups 2 through 10. In addition, Data Transmission Parameters may, at the option of the customer, be provided with FGD.

(21) FGD trunking arrangements are available with two basic forms of signaling protocol. The standard signaling protocol provided with FGD is Overlap Outputting. At the option of the customer, where technically available FGD may be provided with Non-Overlap Outputting signaling protocol.

(M)

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REBUTTAL TESTIMONY

WILLIAM MUNSELL

EXHIBIT 5

PETITION OF SPRINT
COMMUNICATIONS COMPANY L.P.,
D/B/A SPRINT FOR ARBITRATION
WITH VERIZON SOUTHWEST
INCORPORATED (F/K/A GTE
SOUTHWEST INCORPORATED) D/B/A
VERIZON SOUTHWEST AND VERIZON
ADVANCED DATA INC. UNDER THE
TELECOMMUNICATIONS ACT OF 1996
FOR RATES, TERMS AND CONDITIONS
AND RELATED ARRANGEMENTS FOR
INTERCONNECTION

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PUBLIC UTILITY
COMMISSION
OF TEXAS

FILED
OCT 30 PM 3:36
PUBLIC UTILITY COMMISSION

REBUTTAL TESTIMONY OF

WILLIAM MUNSELL

ON BEHALF OF

VERIZON SOUTHWEST

Filed: October 30, 2001

1 **REBUTTAL TESTIMONY OF WILLIAM MUNSELL**

2
3 Q. PLEASE STATE YOUR NAME FOR THE RECORD.

4 A. William Munsell.

5
6 Q. WHAT IS YOUR BUSINESS ADDRESS?

7 A. My business address is 600 Hidden Ridge, Irving, Texas 75038.

8
9 Q. ARE YOU THE SAME WILLIAM MUNSELL WHO FILED DIRECT TESTIMONY
10 IN THIS DOCKET?

11 A. Yes.

12
13 Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

14 A. My testimony responds to the testimony of Michael R. Hunsucker concerning Issue
15 No. 3, local traffic definition, as it relates to Sprint's voice activated dialing calls, and
16 Issue No. 2, multi-jurisdictional trunks.

17
18 **ISSUE NO. 3 Local Traffic Definition (Appendix A to Articles I and II, Glossary)**

19
20 Q. AT PAGES 3-4 OF HIS DIRECT TESTIMONY, SPRINT WITNESS HUNSUCKER
21 APPLIES AN END TO END ANALYSIS AND CONCLUDES THAT 00- CALLS ARE
22 LOCAL. DOES VERIZON AGREE WITH MR. HUNSUCKER'S ANALYSIS AND
23 CONCLUSION?

1 A. No. As an initial matter, the decisive inquiry is not whether the calls are "local," but
2 whether they are subject to reciprocal compensation. In determining whether the calls at
3 issue are subject to reciprocal compensation, it is important to look at the originating and
4 terminating geographic points, the originating and terminating carriers, as well as the
5 routing of the call. In an attempt to skew the analysis, Sprint alleges that 00- calls are
6 "local" and therefore subject to reciprocal compensation *solely* because they originate and
7 terminate in the same local calling area. That is, Sprint concludes that 00- calls are
8 "local" by engaging only in an "end to end" analysis and ignoring the characteristics and
9 routing of 00- calls and applicable law. As explained in my direct testimony at
10 pages 11-15, and more fully below, 00- calls are not subject to reciprocal compensation
11 under the applicable FCC rules and access tariff. Unlike calls that are subject to
12 reciprocal compensation, the 00- traffic at issue does not originate and terminate on the
13 network of different LECs. Moreover, the characteristics and routing of 00- calls are
14 identical to that of long distance calls. The dialing pattern with which they are initiated
15 and the subsequent routing of the calls -- over access facilities to Sprint's operator service
16 platform -- make them subject to the access compensation regime as defined by Verizon's
17 access tariff. Therefore, access charges apply, not reciprocal compensation charges,
18 regardless of any end to end analysis.

19
20 Q. MR. HUNSUCKER STATES THAT IN A PROCEEDING BEFORE THE FCC,
21 VERIZON ADVOCATED THE USE OF THE END TO END ANALYSIS TO
22 DETERMINE WHETHER CALLS TO INTERNET SERVICE PROVIDERS ("ISPS")
23 WERE LOCAL. CAN YOU EXPLAIN?

1 A. Yes. Verizon focused on the use of an end to end analysis in considering whether ISP
2 calls were subject to reciprocal compensation. As I have discussed, the end to end
3 analysis is a factor to be considered in determining whether a call is subject to reciprocal
4 compensation, but it is not the only nor the sole determining factor. The dispute
5 regarding whether ISP calls should be subject to reciprocal compensation, which was
6 resolved on a national level with the FCC's *Order on Remand*, is one with which this
7 Commission is well aware. The ISP calls in that case did not originate and terminate on
8 Verizon's network like the calls at issue in this arbitration. Indeed, a pivotal question in
9 the resolution of the ISP call dispute was the identification of the termination point of
10 those calls, making the end to end analysis a proper starting point for consideration. That
11 is simply not the case with respect to the 00- calls at issue in this arbitration when the
12 calls both originate and terminate on Verizon's network. Moreover, even if an end to end
13 analysis is employed, Sprint is not entitled to reciprocal compensation for its 00- calls.
14 The fact that the calls both originate and terminate on Verizon's network makes
15 reciprocal compensation inapplicable.

16
17 Q. PLEASE DESCRIBE THE ROUTING AND COMPENSATION FOR CALLS
18 SUBJECT TO RECIPROCAL COMPENSATION.

1 A. The typical call for which reciprocal compensation is due is one in which an end user
2 places a "local"¹ call, utilizing the required local calling pattern in the local calling area
3 (seven or ten digits). It is originated on the network of one local service provider and
4 terminated on the network of another local service provider within the same local calling
5 area. For example, if a Verizon customer in Irving, Texas makes a call to a Time Warner
6 Telecom customer in the Dallas Metro area, that call is routed from Verizon's network in
7 Irving to the Time Warner Telecom network, for the further transport and termination by
8 Time Warner Telecom to the customer in the Dallas Metro area. The compensation for
9 that call is governed by FCC Rule 51.701(e), which states:

10 (e) Reciprocal compensation. For purposes of this subpart, a
11 reciprocal compensation arrangement between two carriers is one
12 in which each of the two carriers receives compensation from the
13 other carrier for the transport and termination on each carrier's
14 network facilities of local telecommunications traffic that
15 originates on the network facilities of the other carrier.

16
17 Application of this rule results in compensation to the terminating carrier for use of its
18 network -- specifically for the transport and termination of the call that was originated on
19 Verizon's network. Verizon bears the cost of originating the call.

¹ Due to the entry of the *Order on Remand*, the term "local" is no longer the proper term to identify calls subject to reciprocal compensation; however, as Verizon uses that term, it means calls to which reciprocal compensation applies. Sprint's argument assumes that there can be "local" calls to which reciprocal compensation does not apply. Verizon disputes Sprint's position.

1 Q. PLEASE GO THROUGH THE SAME STEPS FOR AN ACCESS CALL, ASSUMING
2 SPRINT IS THE INTEREXCHANGE CARRIER ("IXC").

3 A. When a Verizon customer in Irving, who is either presubscribed to Sprint the IXC or uses
4 Sprint the IXC's services on a casual basis (1010XXX dialing), places a call to someone
5 in the Austin area, the customer is connected through an originating switched access
6 service known as Feature Group D ("FGD") from the calling customer's premises,
7 through a Verizon end office switch, to Sprint's point of presence ("POP") over switched
8 access trunks provided by Verizon.² The compensation for that call is governed by the
9 Texas Facilities For State Access Tariff. Application of that tariff results in
10 compensation to Verizon for the specific elements over which the call is routed, including
11 end office switching, which applies for each call, and transport elements, which apply
12 depending on the actual routing of the call to Sprint (e.g., direct trunk transport or tandem
13 switch transport). The IXC -- Sprint, in this example -- bears the cost of carrying the call
14 after delivery to its POP. That is, in this example, Sprint is not entitled to any
15 compensation from Verizon.

16
17 Q. INTO WHICH OF THE ABOVE COMPENSATION SCHEMES DO THE 00- CALLS
18 AT-ISSUE IN THIS ARBITRATION FIT?

19 A. As explained in my direct testimony at pages 11-15, the 00- calls at issue here are clearly
20 access calls, and Mr. Hunsucker's direct testimony confirms that position. At pages 10-

² This same routing would occur on *all* 00- dialed calls made by a presubscribed interLATA Sprint customer, regardless of whether the customer wishes to use a voice dialing arrangement and regardless of whether the Sprint operator services platform is even equipped with speech recognition software.

1 11 of his testimony, Mr. Hunsucker describes the routing of the voice activated dialing
2 ("VAD") calls Sprint seeks to offer as follows:

3 As I stated earlier, Sprint is developing a product using VAD that
4 would be available to any end user in Texas who is *presubscribed*
5 *to Sprint's long distance service*, including Verizon's local service
6 customers who are *presubscribed to Sprint long distance service*.
7 The Verizon customer dials 00- on his telephone and the call is
8 *routed through a Verizon end office over trunks that are*
9 *interconnected to the Sprint network*. The customer then receives a
10 prompt to verbally instruct the system who he would like to call.
11 For example, the customer could say, "call neighbor." Then, based
12 on a directory list established by the end user customer, the system
13 would look up the name, find the associated telephone number and
14 complete the call as verbally directed...(emphasis added).

15
16 The Verizon facilities utilized by Sprint for these 00-/VAD calls are the same as the
17 Verizon facilities utilized to route the call from Verizon to the Sprint POP in the Irving to
18 Austin call example above. The only difference in these two examples is that, with a 00-
19 /VAD dialed call, Verizon cannot discern the jurisdiction (interstate or intrastate) of the
20 00-/VAD call since the number used for call completion (the terminating number) may
21 not be dialed. In addition, there are no industry standards for the originating LEC to
22 record the terminating number on a 00-/VAD dialed call. As a result, LECs (including
23 Verizon) bill interstate or intrastate switched access charges to interexchange carriers
24 (including Sprint) for 00- calls based on a Percent Interstate Use "PIU" factor, which the
25 interexchange carriers provide to LECs.

26
27 The call routing discussed in connection with the 00- calls is the same routing that
28 Verizon's Texas Facilities For State Access Tariff addresses. That tariff defines FGD as
29 "trunk side access to Telephone Company end office switches with an associated

1 101XXXX access code for the providers [*i.e.*, Sprint's] of MTS/WATS-type services for
2 originating and terminating communications for customer provided intrastate
3 communication capability or connections to an interexchange intrastate service" (GTE
4 Southwest Incorporated Texas Facilities For State Access Tariff, Section 4.2.1(D)).
5 Under that tariff, a call is originated over a customer's (*e.g.*, Sprint's) FGD service if the
6 calling party either uses the customer's FGD access code (in Sprint's case 1010333), or if
7 the calling party is presubscribed to Sprint. If the calling party chooses to complete the
8 call with the assistance of Sprint's operator, rather than by dialing it directly, he or she
9 can dial the access code followed by a zero. Alternatively, a caller who is presubscribed
10 to Sprint can simply dial 00. Nothing in the tariff precludes the use of Switched Access
11 FGD service for intrastate calls originating and terminating in the same local calling area.
12 Calls may terminate in the local service area in which they originate, in a different local
13 service area in the same LATA, or in a totally different LATA. The important point is
14 that the State Access Tariff governs all of these scenarios and access rates apply. Of
15 course, if the call traverses a state boundary, then the associated access service would be
16 governed by Verizon's interstate access tariff rather than by the State Access Tariff.

17
18 Q. MR. HUNSUCKER CLAIMS THAT TEXAS SUBSTANTIVE RULE
19 26.272(d)(4)(A)(i) SUPPORTS SPRINT'S POSITION THAT 00- CALLS SHOULD BE
20 SUBJECT TO RECIPROCAL COMPENSATION. DO YOU AGREE?

21 A. No. Texas Substantive Rule 26.272(d)(4)(A)(i) provides that local traffic, which
22 originates on the network of one certified telecommunications utility ("CTU") and
23 terminates on the network of another CTU, within a mandatory local calling area (as

1 defined in the Dominant Certified Telecommunications Utilities "DCTU" tariff), shall be
2 compensated at local interconnection rates. As described above, the 00-/VAD calls at
3 issue in this proceeding do not terminate on Sprint's network, but both originate and
4 terminate on Verizon's network after traversing access facilities to and from Sprint's
5 operator service platform. Accordingly, Texas Substantive Rule 26.272(d)(4)(A)(i)
6 provides no support for Sprint's claim that reciprocal compensation applies to 00- calls.

7
8 **ISSUE NO. 2: Multi-Jurisdictional Trunks (Interconnection Attachment,**
9 **Sections 2.4. and 2.5)**
10

11 Q. AT PAGES 9-10 OF HIS TESTIMONY, MR. HUNSUCKER CHARACTERIZES THE
12 DISPUTE BETWEEN VERIZON AND SPRINT REGARDING THE MULTI-
13 JURISDICTIONAL TRUNKS ISSUE. PLEASE COMMENT ON THAT
14 CHARACTERIZATION.

15 A. Mr. Hunsucker confirms what I stated in my direct testimony. That is, Sprint is
16 interested in "creating" multi-jurisdictional trunks only in so far as it is permitted to re-
17 classify 00- calls as non-access, thereby making the access trunks over which the 00- calls
18 have always been routed (with other access traffic) "multi-jurisdictional." In my direct
19 testimony, I addressed the multi-jurisdictional trunk issue by breaking it into the two sub-
20 issues that Sprint argued in its Petition for Arbitration: (i) Issue 2a, the "pure" multi-
21 jurisdictional trunk issue, *i.e.*, whether Sprint should be permitted to impose a
22 requirement on Verizon to create trunk groups over which multiple jurisdictional traffic,
23 including seven- and/or ten digit-dialed local calls, are routed; and (ii) Issue 2b, the multi-
24 jurisdictional trunk issue as it relates to the 00-/VAD calls routed through Sprint's

1 operator service platform. Sprint's proposed contract language and Petition for
2 Arbitration address both of these sub-issues. However, Mr. Hunsucker's testimony does
3 not address the "pure" multi-jurisdictional trunk issue. Indeed, it addresses the multi-
4 jurisdictional trunk issue only as it relates to 00-/VAD calls. Thus, it appears that Sprint
5 has abandoned the "pure" multi-jurisdictional trunk issue and only seeks to be permitted
6 to "create" multi-jurisdictional trunks in so far as it is permitted to re-classify 00- calls as
7 non-access, notwithstanding its proposed contract language.

8
9 Q. MR. HUNSUCKER CLAIMS THAT CALLS EXIST TODAY -- THAT UTILIZE
10 CALL FORWARDING -- THAT ARE ORIGINATED ON VERIZON'S NETWORK,
11 TRAVERSE ANOTHER CARRIER'S NETWORK AND ULTIMATELY
12 TERMINATE BACK ON VERIZON'S NETWORK TO WHICH ACCESS CHARGES
13 DO NOT APPLY. ARE THESE CALLS ANALOGOUS TO 00-/VAD CALLS
14 DESCRIBED BY MR. HUNSUCKER IN HIS TESTIMONY?

15 A. No. As is made apparent by Mr. Hunsucker's own testimony, the calls he identifies are
16 not analogous to 00-/VAD calls. On page 12, line 13 of Mr. Hunsucker's testimony, Mr.
17 Hunsucker states that two call records would be created in the call-forwarding scenario he
18 has set forth. The two call records would be created because the call scenario he set forth
19 is actually two distinct calls -- each call with a unique originating number, and each call
20 with a unique terminating number. That is not the case in the 00-/VAD dialing scenario.

1 Q. MR. HUNSUCKER STATES THAT THE ROUTING OF 00-/VAD CALLS AND
2 LOCAL CALL FORWARDING CALLS IS THE SAME. IS THAT A TRUE
3 STATEMENT?

4 A. No. While I generally agree with the routing scenario Mr. Hunsucker described for the
5 call forwarding scenario, per existing industry standards that I attached as exhibits to my
6 direct testimony, a 00-/VAD call will *always* be routed to the IXC to which the
7 originating end user is presubscribed.

8

9 Q. MR. HUNSUCKER DESCRIBES HOW SPRINT PROPOSES TO COMPENSATE
10 VERIZON FOR 00-/VAD CALLS. PLEASE RESPOND TO THAT PROPOSAL.

11 A. The proposal in Mr. Hunsucker's testimony is unlike the position taken by Sprint as
12 reflected in its proposed contract language and its Petition for Arbitration in this matter.
13 The contract language proposed by Sprint, and as reflected in Sprint's Petition for
14 Arbitration, only requires Sprint to compensate Verizon "for the delivery of such Local
15 Traffic *terminated* on the Verizon network pursuant to the reciprocal compensation
16 provisions of this Agreement." (Section 2.5.2 of Sprint's proposed Interconnection
17 Attachment (emphasis added)). The contract language proposed by Sprint in section 2.5
18 of the Interconnection Attachment does not specify that Verizon can bill Sprint for any
19 portion of the costs Verizon incurs in switching and transporting these (originating) calls
20 to Sprint's POP. In fact, this section does not preclude Sprint from billing Verizon for
21 delivery of these calls to the Sprint POP. According to Mr. Hunsucker's direct testimony,
22 it appears that Sprint has changed its position in a manner that implicitly admits that the
23 calls at issue are not "local" simply by virtue of the fact that they originate and terminate

1 within the same local calling area. Specifically, Sprint proposes to compensate Verizon
2 for its cost to originate 00-/VAD calls. Such compensation is not reciprocal
3 compensation. Specifically, under the reciprocal compensation regime, which I described
4 at page 3 of this testimony, the originating carrier bears the cost of originating the call
5 and pays the terminating carrier for transport and termination of the call. In
6 Mr. Hunsucker's testimony, Sprint proposes to compensate Verizon both for originating
7 the call and for terminating the call.

8
9 Q. SPRINT CLAIMS THAT IT CANNOT IMPLEMENT ITS VAD SERVICE IF IT
10 MUST PAY ACCESS CHARGES FOR VAD CALLS THAT ARE TERMINATED TO
11 THE SAME LOCAL CALLING AREA AS THE ORIGINATING CALLER. CAN
12 YOU COMMENT ON THAT?

13 A. Yes. Sprint may or may not implement its VAD service, but it must do so within the
14 confines of applicable law. As explained above, pursuant to applicable law, access
15 charges apply to 00- calls that return to the same calling area as the originating caller -- as
16 they have for many years. Sprint should not be allowed to manipulate the definition of
17 local traffic to achieve its objective. Even if Sprint is correct that other LECs have agreed
18 to this manipulation, Verizon is not bound by such agreements.

19
20 Q. HAVE ANY STATE COMMISSIONS ADDRESSED THIS ISSUE SINCE YOU
21 FILED YOUR DIRECT TESTIMONY?

22 A. Yes. In my direct testimony, I pointed out that Sprint has lost this argument twice
23 already, in Massachusetts and California. Since then, two more state Commissions have

1 rejected Sprint's attempt to avoid access charges for its 00-/VAD calls: Pennsylvania and
2 Maryland.³

3
4 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

5 A Yes.

³ *Petition of Sprint Communications Company L.P. for an Arbitration Award of Interconnection Rates, Terms and Conditions pursuant to 47 U.S.C. § 252(b) and Related Arrangements With Verizon Pennsylvania, Inc., Docket No. A-310183F0002, Opinion and Order (Penn. Pub. Util. Comm'n, October 12, 2001); In the Matter of the Arbitration of Sprint Communications Company L.P. vs. Verizon Maryland Inc. Pursuant to Section 252(b) of the Telecommunications Act of 1996, Case No. 8887, Order No. 77320 (Pub. Serv. Comm'n of Md., October 24, 2001).*

EXHIBIT 6

REQUEST NO. 1-18. With respect to Issue No. 3, how does Sprint expect to charge for its voice activated dialing service (e.g., flat fee, per minute, etc.), and what amounts does it expect to charge?

RESPONSE:

Subject to and without waiving its filed objections, Sprint responds that the details of the pricing plan are still under review and no final determinations have been made.

EXHIBIT 7

REQUEST 1-20. With respect to Issue No. 3, what are the costs associated with providing voice activated dialing? Please provide any market or other studies regarding or relating to what consumers will pay for use of the voice activated dialing service or any cost studies or models regarding the voice activated dialing service.

RESPONSE:

Subject to and without waiving its filed objections, Sprint refers Verizon to the Direct Testimony of Michael Hunsucker at page 17 as follows:

Sprint will compensate Verizon for transport on the originating side of the call and for all appropriate network elements (tandem switching, transport and end office switching) on the terminating side of the call at TELRIC-based rates.

These are the types of costs Sprint will incur that are in actuality Verizon's TELRIC costs.

EXHIBIT 8

-----Original Message-----

From: Jana.R.Hurst@mail.sprint.com
[mailto:Jana.R.Hurst@mail.sprint.com]
Sent: Thursday, September 13, 2001 12:47 PM
To: aljchestnut@hotmail.com; anthony.e.gay@verizon.com;
chestnut@puc.state.pa.us; CRAIG.D.DINGWALL@mail.sprint.com;
john.s.cullina@verizon.com; Julia.A.Conover@verizon.com;
knewman@hunton.com; tfinan@hunton.com
Subject: PA Arbitration Letter to PUC

Attached please find a Letter and Certificate of Service which was
filed
today with the Pennsylvania Public Utility Commission.

Jana Hurst
Sprint Legal Department
240 North Third Street, Suite 201
Harrisburg, PA 17101
Phone: (717) 245-6358 - Direct
(717) 236-1387 - General
Fax: (717) 245-6213

(See attached file: McNulty Letter of September 13th.doc)
(See attached file: Service List for Letter of September 13, 2001.doc)

September 13, 2001

VIA HAND DELIVERY

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

Re: Petition for Sprint Communications Company, L.P. for an Arbitration
Award of Interconnection Rates, Terms and Conditions Pursuant to 47
U.S.C. §252(b) and Related Arrangements with Verizon Pennsylvania
Inc. - Docket No. A-310183F0002

Dear Secretary McNulty:

Sprint Communications Company, L.P. ("Sprint") submits this letter in order to clarify the record regarding Arbitration Issue Nos. 16 and 17 (Local Calls Over Access Trunks).

The record in this case correctly reflects that BellSouth, SBC and Qwest have agreed to route local calls over access trunks at local rates. Sprint also correctly cited to provisions in Sprint's existing interconnection agreements with BellSouth, SBC and Qwest in support of Sprint's position that all three RBOCs agreed to route Sprint's 00 minus traffic at local reciprocal compensation rates. (See, Sprint Final Offer at 53, 54 n. 121, and Sprint Petition at 68-70, respectively.) Administrative Law Judge Marlane R. Chestnut also noted that Sprint has agreements with these other RBOCs to deploy wireline 00 minus calling. (R.D. at 22. See also, Sprint Final Offer at 53.)

Notwithstanding the SBC contract language that requires SBC to route local calls over access trunks at local rates, Sprint discovered very recently that SBC and Sprint do not interpret the contract language and its application to 00 minus calls in the same manner. SBC's specific interpretation and application of the language in the Sprint/SBC interconnection agreement remains subject to confidentiality restriction. Thus, while Sprint continues to maintain that the SBC/Sprint interconnection agreement clearly authorizes reciprocal compensation for local 00 minus calls, it is incorrect to infer that SBC views the language in that agreement as authorizing reciprocal compensation for 00 minus calls.

Secretary James J. McNulty
September 13, 2001
Page 2

This clarification naturally does not alter the facts and policies in support of a Commission decision favorable to Sprint on this issue. Indeed, all remaining reasons relied upon by the presiding Judge in support of Sprint's position on Arbitration Issue Nos. 16 and 17 are not impacted at all by this letter clarification. Nevertheless, we wanted to make sure the record was completely accurate on an issue pending before the Commission.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Sue Benedek

ZEB/jh
enclosures

cc: All parties on the attached service list (*via electronic and overnight mail*)
The Honorable Marlane R. Chestnut (*via electronic and overnight mail*)
Cheryl Walker-Davis (*via hand delivery*)
The Honorable Glen Thomas (*via hand delivery*)
The Honorable Robert K. Bloom (*via hand delivery*)
The Honorable Aaron Wilson (*via hand delivery*)
The Honorable Terrance J. Fitzpatrick (*via hand delivery*)
Richard A. Hrip (*via hand delivery*)

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition for Sprint Communications Company, :
L.P. for an Arbitration Award of Interconnection : Docket No. A-310183F0002
Rates, Terms and Conditions Pursuant to 47 :
U.S.C. §252(b) and Related Arrangements :
With Verizon Pennsylvania Inc. :

CERTIFICATE OF SERVICE

I hereby certify that I have on this 13th day of September, 2001, served a true and correct copy of the foregoing letter upon the persons listed below via service in the designated manner below, in satisfaction with the requirements of 52 Pa. Code § 1.54.

Kimberly Newman, Esquire
Thomas Finan, Esquire
Hunton and Williams
1900 K Street, NW, Suite 1200
Washington, DC 20006
Phone – 202/778-2225
(via overnight, electronic mail and facsimile)

Anthony Gay, Esquire
Verizon Pennsylvania Inc.
1717 Arch Street, 32 NW
Philadelphia, PA 19103
Phone- 215/963-6001
(via electronic and overnight mail)

John S. Cullina, Esquire
Paul A. Rich, Esquire
VADI
1320 N. Courthouse Road, 8th Floor
Arlington, VA 22201
(via electronic and overnight mail)

Respectfully submitted,

Zsuzsanna E. Benedek, Esquire
Sprint Communications Company, L.P.
240 North Third Street, Suite 201
Harrisburg, PA 17101
Phone: 717/245-6346
Fax: 717/245-6213
e-mail: sue.e.benedek@mail.sprint.com

EXHIBIT 9

REQUEST NO. 1.21. With respect to Issue No. 3, what are Sprint's estimates or forecasts regarding the volume of traffic that will be generated using the voice activated dialing service that will terminate inside the originating caller's local calling area and that will terminate outside the originating caller's local calling area? Please produce any documents that include information responsive to this request.

PROPRIETARY

RESPONSE:

Sprint hereby supplements its prior response to this request as provided on September 28th. Subject to and without waiving it filed objections, [REDACTED]

Respectfully submitted,


Joseph Cowin
Sprint Communications Company, L.P.
7301 College Blvd.
Overland Park, KS 66210
(913) 534-6165
(913) 534-6818 FAX
Kansas State Bar No. 88001
joseph.cowin@mail.sprint.com

HIGHLY SENSITIVE
CONFIDENTIAL

Attorney for Sprint Communications Company L.P., d/b/a Sprint

DIRECT TESTIMONY

MIKE HUNSUCKER

EXHIBIT C

DOCKET NO. 24306

RECEIVED
01 SEP 28 PM 4:16
PUBLIC UTILITY COMMISSION
FILING CLERK

PETITION OF SPRINT COMMUNICATIONS §
COMPANY L.P. D/B/A SPRINT FOR ARBITRATION §
WITH VERIZON SOUTHWEST INCORPORATED §
(F/K/A GTE SOUTHWEST INCORPORATED) §
D/B/A VERIZON SOUTHWEST AND VERIZON §
ADVANCED DATA INC. UNDER THE §
TELECOMMUNICATIONS ACT OF 1996 FOR §
RATES, TERMS, AND CONDITIONS AND RELATED §
ARRANGEMENTS FOR INTERCONNECTION §

BEFORE THE

PUBLIC UTILITY COMMISSION

OF TEXAS

DIRECT TESTIMONY OF

MICHAEL R. HUNSUCKER

ON BEHALF OF SPRINT

1 **BEFORE THE TEXAS PUBLIC UTILITY COMMISSION**

2 **DOCKET NO. 24306**

3 **DIRECT TESTIMONY**

4 **OF**

5 **MICHAEL R. HUNSUCKER**

6
7 **Q. Please state your name and business address.**

8
9 A. My name is Michael R. Hunsucker. I am Director-Regulatory Policy, for Sprint
10 Corporation. My business address is 6360 Sprint Parkway, Overland Park,
11 Kansas 66251.

12
13 **Q. Please describe your educational background and work experience.**

14
15 A. I received a Bachelor of Arts degree in Economics and Business Administration
16 from King College in Bristol, Tennessee, in 1979.

17
18 I began my career with Sprint in 1979 as a Staff Forecaster for Sprint/United
19 Telephone - Southeast Group in Bristol, Tennessee, and was responsible for the
20 preparation and analysis of access line and minute of use forecasts. While at
21 Southeast Group, I held various positions through 1985 primarily responsible for
22 the preparation and analysis of financial operations budgets, capital budgets and
23 Part 69 cost allocation studies. In 1985, I assumed the position of Manager - Cost

1 Allocation Procedures for Sprint United Management Company and was
2 responsible for the preparation and analysis of Part 69 allocations including
3 systems support to the 17 states in which Sprint/United operated. In 1987, I
4 transferred back to Sprint/United Telephone - Southeast Group and assumed the
5 position of Separations Supervisor with responsibilities to direct all activities
6 associated with the jurisdictional allocations of costs as prescribed by the FCC
7 under Parts 36 and 69. In 1988 and 1991, respectively, I assumed the positions of
8 Manager - Access and Toll Services and General Manager - Access Services and
9 Jurisdictional Costs. In those positions, I was responsible for directing all
10 regulatory activities associated with interstate and intrastate access and toll
11 services and the development of Parts 36 and 69 cost studies including the
12 provision of expert testimony as required.

13
14 In my current position as Director - Regulatory Policy for Sprint/United
15 Management Company, I am responsible for developing state and federal
16 regulatory policy and legislative policy for Sprint's Local Telecommunications
17 Division. Additionally, I am responsible for the coordination of regulatory and
18 legislative policies with other Sprint business units.

19
20 **Q. Have you previously testified before state regulatory commissions?**
21

1 A. Yes. I have previously testified before state regulatory commissions in South
2 Carolina, Florida, Illinois, Pennsylvania, Nebraska, Maryland, Georgia and North
3 Carolina.

4
5 Q. What is the purpose of your testimony?

6
7 A. The purpose of my testimony is to respond to Issues 2 and 3 as identified in
8 Sprint's Petition for Arbitration. The testimony is structured around each of the
9 issues. Each issue is separately identified and I have provided Sprint's support for
10 its position on each of the issues.

11
12 **ARBITRATION ISSUE 3: LOCAL TRAFFIC DEFINITION - SHOULD**
13 **VERIZON BE ALLOWED TO IMPOSE ITS DEFINITION OF LOCAL**
14 **EXCHANGE TRAFFIC ON SPRINT CONTRARY TO THE REQUIREMENTS**
15 **OF THE ACT?**

16
17 Q. With respect to Arbitration Issue 3, please summarize the issues being
18 disputed between Verizon and Sprint.

19
20 A. Sprint maintains that the Act and FCC decisions require that the jurisdiction of the
21 traffic be determined by the origination and termination points of the call. In
22 other words, if the call originates and terminates with the Verizon defined local
23 calling area (including mandatory EAS), the call is local and not subject to access

1 charges. In the alternative, if the call originates in one local calling area and
2 terminates in a different local calling area, the call is not local and would be
3 subject to the appropriate access charges (interstate or intrastate).

4
5 Verizon erroneously believes that a call must originate and terminate on two
6 different carrier's networks in order for the call to be jurisdictionally local. Thus,
7 if a person calls their neighbor next door and both end users are customers of
8 Verizon, Verizon would have you believe that the call is not a local call. As I will
9 describe later in this testimony, Sprint plans to initiate a service in Verizon
10 territory whereby a Verizon local service customer will be using a Sprint service
11 to complete a local call to other Verizon local service customers. Clearly,
12 Verizon's position on the definition of a local call is contrary to Verizon's own
13 tariffs as Verizon would clearly treat this call as local and would not bill the end
14 user a toll charge for the completion of this call.

15
16 **Q. Has the FCC established criteria by which the jurisdiction of a call should be**
17 **determined?**

18
19 **A.** Yes, they have. The FCC has historically relied upon what has been termed an
20 end-to-end analysis to determine the jurisdiction of a call. This end-to-end
21 analysis is the same as the method which Sprint has supported in its negotiations
22 with Verizon on this issue. In short, the FCC analysis looks at the two end points
23 of the call to determine the jurisdiction, irrespective of the network facilities used

1 to complete the call. In the FCC's Declaratory Ruling in CC Docket No. 96-98,
2 released February 26, 1999, the FCC specifically states that ". . . both the court
3 and Commission decisions have considered the end-to-end nature of the
4 communications more significant than the facilities used to complete such
5 communications. . ." The interstate communication itself extends from the
6 inception of a call to its completion, regardless of any intermediate facilities.¹

7
8 **Q. Given that the Declaratory Ruling was appealed to the D.C. Circuit Court,**
9 **what guidance was provided by the Court in its decision on March 24, 2000**
10 **on the appropriate methodology to be employed in determining the**
11 **jurisdiction of a call?**

12
13 **A.** The D.C. Circuit stated the following in its March 24, 2000 decision ". . . there is
14 no dispute that the Commission has historically been justified in relying on this
15 method [end-to-end analysis] when determining whether a particular
16 communication is jurisdictionally interstate."²

17
18 **Q. Has the FCC reached any additional decision on this issue subsequent to the**
19 **D.C. Circuit Court Order?**

¹ Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Inter-carrier Compensation for ISP-Bound Traffic, Declaratory Ruling in CC Docket No. 96-98 and Notice of Proposed Rulemaking in CC Docket No. 99-68, 14 FCC Rcd 3689 (1999) (*Declaratory Ruling or Inter-carrier Compensation NPRM*), at paragraph 11, referencing *Teleconnect Co. v. Bell Telephone Co. of Penn.*, E-88-83, 10 FCC Rcd 1626 (1995) (*Teleconnect*), *aff'd sub nom. Southwestern Bell Tel. Co. v. FCC*, 116 F.3d 593 (D.C. Cir. 1997).

² *Bell Atlantic v. FCC*, 206 F. 3d 1 (D.C. Cir. 2000) at 5.

1 A. Yes, on April 17, 2001 the FCC issued an Order on Remand in Docket 99-68
2 stating that “. . . the Commission focused its discussion on whether ISP-bound
3 traffic terminated within a local calling area such as to be properly considered
4 ‘local’ traffic. To resolve that issue, the Commission focused predominantly on
5 an end-to-end jurisdictional analysis. On review, the Court accepted (without
6 necessarily endorsing) the Commission’s view that the traffic was either “local”
7 or ‘long distance’”³ Clearly, there is a long standing history that the jurisdiction
8 of a call is based on the originating and terminating points of a call.

9
10 **Q. What was Verizon’s stated position in regards to the merits of the FCC’s**
11 **end-to-end analysis?**

12
13 A. On July 21, 2000, Verizon filed comments in Docket No. 96-98 at the FCC
14 supporting the FCC’s Declaratory Ruling and the use of the end-to-end analysis in
15 determining the jurisdiction of a call. Specifically, Verizon stated, “the Court
16 questioned whether the end-to-end analysis that the Commission has used for
17 jurisdictional purposes is applicable here. The simple answer is that it is – the
18 analysis that determines whether a call is “interstate” – where the call originates
19 and terminates – is used to determine whether it is local under the Commission’s
20 rules. Furthermore, the Commission’s end-to-end analysis has not been used only
21 to resolve jurisdictional questions, but has been the basis for substantive decisions

³ ISP Remand Order at ¶¶24, 25

1 as well.”⁴ Further, Verizon also filed the testimony of William E. Taylor,
2 supporting the use of the end-to-end analysis to determine the classification of a
3 call stating that, “the Commission’s traditional end-to-end analysis of the
4 jurisdiction of a call provides clear efficiency gains compared with the
5 jurisdictional analysis that takes into account the path the call actually traversed.”⁵
6

7 **Q. Are Verizon’s FCC comments in Docket No. 96-98 consistent with their**
8 **position on the definition of local traffic advanced in this proceeding?**
9

10 **A.** No, they are not. Verizon is now attempting to classify a call based on the actual
11 path that the call traverses, i.e., based on the carrier that originates the call and the
12 carrier that terminates the call. In Verizon’s version, if the carrier that originates
13 the call is the same carrier that terminates the call, then that call is not considered
14 local, even if the call originated and terminated with neighbors living next door to
15 each other. However, Verizon’s position states that, only if the carriers who
16 originate and terminate the call are different, is the call considered a local call.
17 This is simply not logical or an appropriate interpretation. As demonstrated
18 above, the correct analysis considers whether the end points of the call, not the
19 facilities over which the call is completed, are within the same local calling scope.
20 Verizon’s definition of local traffic should be dismissed as contrary to the Act and
21 the FCC’s rules.

⁴ Implementation of the Local Competition Provision in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-Bound Traffic, Declaratory Ruling in CC Docket No. 96-98 and Notices of Proposed Rulemaking in CC Docket No. 99-68. Comments of Verizon Communications, filed July 21, 2000, at pages 5 and 6.

⁵ Declaration of William E. Taylor, accompanying Comments of Verizon Communications, page 6.

1 **Q.** Are there any relevant Texas rules and regulations that are applicable to this
2 issue?

3

4 **A.** Yes. Texas Substantive Rule 26.5(117) defines a "local call" as a "call within the
5 certificated telephone utility's toll free calling area including calls which are made
6 toll-free through a mandatory extended area service (EAS) or expanded local
7 calling (ELC) proceeding."

8

9 Verizon is simply choosing to apply a differing standard as it relates to its
10 compliance with Texas rules and regulations required to follow the
11 aforementioned rules for retail services; however, they are attempting to apply
12 different rules to Sprint as a CLEC on a wholesale basis. This position should be
13 dismissed by the Commission as anti-competitive.

14

15

16 **ARBITRATION ISSUE 2: MULTI-JURISDICTIONAL TRUNKS – SHOULD**
17 **SPRINT BE ABLE TO COMBINE INTERSTATE, INTRASTATE, BOTH**
18 **INTERLATA AND INTRALATA, AND LOCAL TRAFFIC ON THE SAME**
19 **NETWORK TRUNK GROUPS ("MULTI-JURISDICTIONAL TRUNKS") AND**
20 **TO COMPENSATE VERIZON BASED ON THE PARTICULAR JURISDICTION**
21 **OF EACH SEGMENT OF THE CALL VOLUMES THAT UTILIZE THE**
22 **FACILITIES; I.E., PAY ACCESS ON INTERSTATE CALLS, INTRASTATE**
23 **ACCESS ON INTRASTATE TOLL CALLS AND PAY RECIPROCAL**

1 **COMPENSATION FOR LOCAL TRAFFIC? SPECIFICALLY SHOULD SPRINT**
2 **BE ABLE TO ROUTE LOCAL CALLS OVER ACCESS TRUNKS AND PAY**
3 **RECIPROCAL COMPENSATION?**

4
5 **Q. With respect to Arbitration Issue 2, please provide an overview of the issues**
6 **that are disputed between Verizon and Sprint.**

7
8 **A. Sprint has requested that Verizon allow Sprint the right to utilize their existing**
9 investment in network switching and trunking to achieve engineering economic
10 efficiency. Sprint wants the ability to combine local and access traffic on the
11 same facilities (i.e., multi-jurisdictional trunk groups) and pay the appropriate
12 compensation based on the jurisdiction of the traffic. If the call is local, then the
13 appropriate local charges should apply and if the call is access, then Sprint will
14 pay the associated access charges. Verizon does not deny Sprint's ability to
15 combine the traffic; however, Verizon maintains that the higher access rates
16 should be applicable to local traffic. Verizon maintains that the traffic is not
17 subject to reciprocal compensation because it does not originate on one carriers
18 network and terminate on the other carriers network. This is the exact same
19 argument advanced by Verizon in Issue 2 – the definition of local traffic - relative
20 to determining the jurisdiction of a call. Verizon is simply trying to confuse the
21 issue by attempting to craft an argument that the definition of local traffic and the
22 definition of reciprocal compensation are synonymous. This is simply not the case

1 and the Commission should recognize Verizon's attempt to cloud the real issue –
2 what is local traffic and how should it be compensated.
3

4 **Q. Does Verizon's position of treating jurisdictionally local calls as access have a**
5 **direct impact on Sprint's ability to roll out products to end user customers in**
6 **Texas?**

7
8 **A.** Yes, it does. Sprint has developed a Voice Activated Dialing (VAD) product that
9 will be offered to its long distance customers nationwide and in Texas. The key
10 feature of the product is that it utilizes a 00- dialing code to access the Sprint
11 VAD platform that is subsequently used to complete local calls or long distance
12 calls. Thus, an end user customer can dial 00- from his home phone and verbally
13 instruct the system to call his neighbor next door. As discussed earlier in the
14 testimony (See Issue 3 above), this is clearly a local call, however, Verizon is
15 seeking to charge Sprint access charges for this call simply because the call routed
16 over what has, to-date, been traditionally labeled an access facility.
17

18 **Q. Please provide a brief description of the product that Sprint is seeking to**
19 **offer to its customers nationwide and in Texas.**

20
21 **A.** As I stated earlier, Sprint is developing a product using VAD that would be
22 available to any end user in Texas who is presubscribed to Sprint's long distance
23 service, including Verizon's local service customers who are presubscribed to

1 Sprint long distance service. The Verizon customer dials 00- on his telephone and
2 the call is routed through a Verizon end office over trunks that are interconnected
3 to the Sprint network. The customer then receives a prompt to verbally instruct
4 the system who he would like to call. For example, the customer could say, "call
5 neighbor." Then based upon a directory list established by the end user customer,
6 the system would look up the name, find the associated telephone number and
7 complete the call as verbally directed. The customer can originate both local calls
8 and long distance calls via this arrangement.

9
10 **Q. Is Sprint's decision to implement this service in Texas impacted by Verizon's**
11 **decision to charge access rates, which are much higher than reciprocal**
12 **compensation, for the completion of local calls?**

13
14 **A.** Yes. The impact of the appropriate charge is key to Sprint's ability to implement
15 this new and innovative service in Texas. In short, if Sprint must pay access
16 charges for jurisdictionally local traffic, then Sprint will not be able to implement
17 the service in Texas or any other state. The implementation of this service is
18 dependent on Sprint's ability to pay the correct charges for the traffic. Thus, if
19 Sprint is required to pay access charges on local traffic, end users in Texas will be
20 denied access to this service.

21

1 Q. Are there local calls today that are originated on Verizon's network, traverse
2 another carrier's network and ultimately terminate back on Verizon's
3 network that are not access chargeable?

4
5 A. Yes. Most, if not all, local exchange carriers including Verizon offer a retail
6 service to end users called call forwarding. With this product the end user
7 programs his phone to forward any calls destined for his phone to another location
8 by programming the phone with a telephone number where he will be. In this
9 case, a Verizon end user would initiate a local call to a CLEC customer who has
10 utilized call forwarding to forward his calls to a neighbor's house who is also a
11 Verizon customer. In this scenario, the call is originated by a Verizon customer,
12 traverses the CLEC network and ultimately is terminated to another Verizon
13 customer. In this case, two call records are created: 1) one record for the call
14 from the originating Verizon customer to the CLEC customer and 2) an additional
15 record for the call forwarded from the CLEC customer to the terminating Verizon
16 customer. In this particular situation, Sprint would be obligated to pay reciprocal
17 compensation to Verizon on the first call record and Verizon would be required to
18 pay Sprint reciprocal compensation on the second call record. This call, from
19 start to finish, would be treated as a local call even though it originates on
20 Verizon's network and terminates on Verizon's network and is subject to
21 reciprocal compensation. This example clearly demonstrates that Verizon's
22 argument on the 00- originated local call fails on the merits of network call
23 routing and similar calls that Verizon is exchanging with CLECs on the basis of

1 reciprocal compensation. This is the same routing scenario that is used for both
2 00- local traffic or local call forwarded traffic.

3

4 **Q. Verizon believes that the traffic must originate on one carrier's network and**
5 **terminate on another carrier's network in order for the call to be subject to**
6 **reciprocal compensation. Do you agree with this position?**

7

8 **A.** No. The position that the originating and terminating networks have to be
9 different is inconsistent with the competitive offering of telecommunications
10 services as envisioned by the Act. When an end user dials or alternatively places
11 a call via voice activation, the end user is choosing to use another competitive
12 provider and in fact, is no longer a Verizon customer for that particular call. If
13 the end user goes through this effort, the expectation is that a call made by dialing
14 his neighbor or a call made to his neighbor via voice activation is a local call and
15 a competitively priced local service will have been provided to that end user.
16 When viewed from the standpoint of the end user, the recognition of a call as a
17 local call is determined by where he is calling not the network facilities used to
18 route the call. In fact, the end users have no idea (and probably don't care) how
19 the call is routed through the network. They only recognize that they called their
20 neighbor next door and that is a local call. Sprint's 00- product provides the end
21 user with an innovative way to place local calls over the existing network.

22

1 Again, as fully discussed in Issue 3 above, the facilities or routing of the call have
2 nothing to do with the jurisdiction of the call. Verizon should not be allowed to
3 bill access charges for local calls.
4

5 **Q. Does Verizon provide operator services in Texas today?**
6

7 **A.** Yes, it does. According to its retail tariffs, Verizon provides operator services in
8 Texas via the 0- dialing pattern. This dialing pattern is similar to the 00- utilized
9 by Sprint to perform call completion services for both long distance and local
10 services.
11

12 **Q. What does Verizon charge its end users for dialing 0- and then having the**
13 **operator complete the call?**
14

15 **A.** If the customer dials 0- to access Verizon's operator, Verizon may complete a
16 local call for the customer and charge only the flat fee service charge associated
17 with call completion from its tariff. There is no additional charge for extra local
18 service minutes and certainly no additional charge for a toll call, even if Verizon's
19 operator platform is located outside the local calling area. Similarly, if the
20 customer dials 00- to reach Sprint, Sprint may complete a local call for the end
21 user with the only charge being the VAD service charge. The key point is that
22 neither Verizon nor Sprint charges the end user customer a toll charge for the
23 completion of a local call. It is unclear as to where Verizon's operators actually

1 are located, but the location of the operator services platform is of no consequence
2 to whether Verizon bills the call as a local call or a toll call. However, Verizon is
3 attempting to hide behind this if the customer chooses to use Sprint for the
4 completion of a local call.

5
6 **Q. Please provide examples of how Verizon is attempting to inappropriately**
7 **classify local calls as access calls.**

8
9 **A.** Perhaps the best way to ascertain the inequities that Verizon is attempting to
10 advance is through the use of the following call examples.

11 Example 1 - If a call originates from a Verizon end user and completes to another
12 Verizon end user, without the use of the Sprint VAD, then Verizon considers the
13 call to be local in nature. However, there is no reciprocal compensation in this
14 example as the call is an intra-Verizon call and Verizon would be paying
15 reciprocal compensation to itself.

16
17 Example 2 - If a call originates from a Verizon end user via Sprint 00- VAD
18 product and terminates back to a Verizon end user in the same local calling area,
19 Verizon posits that the call is not local and not subject to reciprocal compensation.

20
21 Example 3 - In this last example, if a call originates from a Verizon end user via
22 Sprint 00- VAD product and terminates to a CLEC end user in the same local

1 calling are, Verizon would treat this call as local subject to reciprocal
2 compensation.

3

4 Thus, three calls could originate from a single end user to three neighbors in the
5 same local calling area and Verizon would have this Commission treat some of
6 the calls as local and subject to reciprocal compensation and some of the calls as
7 access subject to much higher intrastate access rates. Obviously, the Verizon
8 argument is extremely tortured and offers nothing but confusion from an end user
9 perspective.

10

11 **Q. Do other ILECs allow Sprint to provide local calls via the 00- dialing**
12 **arrangement and treat such call as local for compensation purposes?**

13

14 **A.** Yes. Specifically, Sprint has negotiated an interconnection agreement with
15 BellSouth that provides very specific language regarding compensation on 00-
16 local calls. In addition, Sprint has negotiated interconnection language with SBC
17 and Qwest that allow for the placement of local calls over access facilities
18 including 00-. Thus, contract language has been negotiated between the parties
19 who allow Sprint to implement the VAD 00- product in these respective states.
20 The BellSouth language which was recently filed in an Interconnection
21 Agreement in Florida states that :

22

23

1 "00- traffic from Sprint IXC presubscribed end user customers will continue to be
2 routed to Sprint IXC over originating FGD switched access service. Sprint CLEC
3 will determine the amount of total 00- traffic that is local and will report that
4 factor and the associated Minutes Of Use (MOUs) used to determine the factor to
5 BST. Using that data and the Sprint IXC total switched access MOUs for that
6 month, BST will calculate a credit on Sprint IXC's switched access bill, which
7 will be applied in the following month. The credit will represent the amount of
8 00- traffic that is local and will take into consideration TELRIC based billing for
9 the 00- MOUs that are local. The credit will be accomplished via a netting
10 process whereby Sprint IXC will be given full credit for all applicable billed
11 access charges offset by the billing of 00- transport charges only based upon the
12 applicable state TELRIC rates contained in Attachment 3 of this Agreement.
13 BellSouth will have audit rights on the data reported by Sprint CLEC."
14

15
16 **Q. How is Sprint proposing to compensate Verizon on 00- local calls?**

17
18 **A.** Consistent with the BellSouth agreement, Sprint will compensate Verizon for
19 transport on the originating side of the call and for all appropriate network
20 elements (tandem switching, transport and end office switching) on the
21 terminating side of the call at TELRIC-based rates. Verizon, on the other hand,
22 argues that Sprint should be required to compensate them at access rate levels.
23 Thus, the real issue is not the network components utilized to complete the call
24 but the appropriate rate levels, i.e., TELRIC-based or access charges. Verizon
25 has argued in other states that they are financially harmed as they are losing
26 access revenues. The bottom line - Verizon cannot lose something that it never
27 had. These calls are local in nature and without the introduction of 00- dialing
28 would have been completed by Verizon with the cost of handling the call
29 recovered from the end user through local rates. If the calls are carried via the 00-
30 dialing pattern to Sprint's VAD platform, Verizon will receive the same amount

1 of local service revenue from the end user and will also be compensated by Sprint
2 for transport on the originating side and for all appropriate elements used to
3 terminate the call on the terminating side. Verizon is more than made whole on
4 this type of traffic. In summary, Sprint is not trying to utilize the Verizon
5 network for free but is willing to pay TELRIC-based rates for the network
6 functionality utilized. There is simply no public policy reason or economic
7 reason for Verizon to charge access charges. The only result will be that Sprint
8 will not be able to offer this new and innovative product to customers in Texas.

9
10 **Q. Has the Texas Public Utility Commission provided any guidance on the**
11 **appropriate compensation for calls involving multiple carriers?**

12
13 **A.** Yes. Texas Substantive Rule 26.272(d)(4)(A)(i) provides rules related to how
14 Certificated Telecommunications Utilities (CTUs) and Dominant Certificated
15 Telecommunications Utilities (DCTUs) should compensate each other for the
16 completion of local calls. Specifically, the rule states that :

17
18 "Local traffic of a CTU which originates and terminates within the mandatory
19 single or multi-exchange local calling area available under the basic local
20 exchange rate of a single DCTU shall be terminated by the CTU at local
21 interconnection rates. The local interconnection rates under this sub-clause also
22 apply with respect to mandatory EAS traffic originated and terminated within the
23 local calling area of a DCTU if such traffic is between exchanges served by that
24 single DCTU."

25
26 This provision in the Texas rules requires that local traffic between CTUs and
27 DCTUs (in this case between Sprint and Verizon) shall be terminated at local

1 interconnection rates. This is the exact result and position that Sprint proposes the
2 Commission to adopt in this matter.

3
4 **Q. What is Sprint asking this Commission to do on this issue?**

5
6 **A.** This Commission should recognize the FCC's end-to-end analysis as the
7 appropriate way by which the jurisdiction of a-call is determined. In so doing,
8 this Commission should find that local calls generated by the 00- VAD platform
9 are in fact local and should be subject to reciprocal compensation. In addition, the
10 Commission should adopt the BellSouth proposed language and require Verizon
11 and Sprint to incorporate the language in the interconnection agreement. Without
12 this correct and fact-based decision, end users in Texas may be denied the benefit
13 of a new and innovative local service product.

14
15 **Q. Does that conclude your testimony?**

16
17 **A.** Yes.

REBUTTAL TESTIMONY

MIKE HUNSUCKER

EXHIBIT D

DOCKET NO. 24306

PETITION OF SPRINT COMMUNICATIONS §
COMPANY, L.P. D/B/A SPRINT FOR §
ARBITRATION WITH VERIZON §
SOUTHWEST INCORPORATED (F/K/A GTE §
SOUTHWEST INCORPORATED) D/B/A §
VERIZON SOUTHWEST AND VERIZON §
ADVANCED DATA INC., UNDER §
THE TELECOMMUNICATIONS ACT OF §
1996 FOR RATES, TERMS, AND CONDITIONS §
AND RELATED ARRANGEMENTS FOR §
INTERCONNECTION §

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PUBLIC UTILITY COMMISSION
BEFORE THE
PUBLIC UTILITY COMMISSION
OF
TEXAS

REBUTTAL TESTIMONY OF
MICHAEL A. HUNSUCKER
ON BEHALF OF SPRINT

Filed October 30, 2001

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DOCKET NO. 24306

BEFORE THE PUBLIC UTILITY COMMISSION OF TEXAS

REBUTTAL TESTIMONY

OF

MICHAEL R. HUNSUCKER

Q. Please state your name and business address.

A. My name is Michael R. Hunsucker. I am Director-Regulatory Policy, for Sprint Corporation. My business address is 6360 Sprint Parkway, Overland Park, Kansas 66251.

Q. Are you the same Michael R. Hunsucker who filed direct testimony in this proceeding?

A. Yes.

Q. What is the purpose of your testimony?

A. The purpose of my testimony is to provide Sprint's response to the direct testimony of William Munsell relating to Issues 2 and 3 as identified in Sprint's Petition for Arbitration.

Q. On page 5 of his direct testimony, Mr. Munsell asserts that Sprint is attempting to "avoid access charges". Do you agree with his assertion?

1 A. No, I do not agree with his assertion. Sprint has always agreed to maintain the
2 appropriate jurisdiction of the traffic for all 00- calls, both local and toll. In other
3 words, if the end user uses Sprint's Voice Activated Dialing (VAD) product in the
4 completion of a local call, Sprint expects to pay local TELRIC-based charges and
5 if the end user uses VAD to complete a toll product, Sprint will pay Verizon the
6 appropriate access charges. Sprint has no intentions of trying to arbitrage the
7 current regulatory process as asserted by Mr. Munsell. Sprint will preserve the
8 appropriate jurisdiction of the traffic.

9
10 Q. On page 12 of his direct testimony, Mr. Munsell asserts that "Sprint's
11 proposal imposes the costs" on Verizon. Do you agree with his assertion?

12 A. Mr. Munsell is apparently trying to paint the picture that Sprint is refusing to
13 compensate Verizon for operator service routed calls. This assertion is without
14 merit and ridiculous. Sprint has never stated and clearly has no intentions to
15 require Verizon to incur costs for 00- local (and toll) calls for which Sprint is not
16 willing to pay for. In fact, on page 17 of my direct testimony, I provide Sprint's
17 proposed compensation methodology that is consistent with Sprint's agreement
18 with BellSouth. Specifically, it provides for Sprint to compensate Verizon for
19 transport only on the originating side of the call and for tandem switching,
20 transport and end office switching on the terminating side of the call based on
21 which network elements are actually provided by Verizon in the completion of the
22 call. The real issue is that it appears Verizon wants to impose access charges on

1 local calls as a means of generating revenues in excess of their TELRIC-based
2 costs.

3

4 Q. Is Verizon fairly compensated at TELRIC-based rates for the origination
5 and completion of a local call by an end user via Sprint's VAD?

6 A. Yes, Sprint's proposed compensation methodology is reasonable and fair, both to
7 Sprint and Verizon. Currently, Verizon is compensated by its end user for the
8 ability to originate and terminate local calls throughout their local calling area. If
9 a call originates from a Verizon end user and terminates to a Verizon end user in
10 the same local calling area, Verizon is compensated by each of the end users
11 through monthly local service rates for the right to originate and terminate local
12 calls. If the originating end user uses Sprint's VAD platform to originate a local
13 call within their respective local calling area, Verizon would receive not only the
14 local service rate from the end user but Sprint would also compensate Verizon for
15 transport on the originating side and tandem switching, transport and end office
16 switching on the terminating side (if all elements were actually used in the
17 completion of the call). Thus, the practical result is that Verizon has not only
18 incurred costs but has also been compensated for these costs by Sprint. Again, it
19 appears that Verizon wants to impose access charges on local calls as a means of
20 generating revenues in excess of their TELRIC-based costs.

21

22 Q. On page 10, Mr. Munsell states that "there is no basis to redefine them
23 [operator service routed calls] as "local" for compensation purposes. Has the

1 FCC provided any guidance on defining calls as "local" for compensation
2 purposes?

3 A. Yes. On January 23, 2001, the FCC released Order No. 01-27 in CC Docket No.
4 99-273. In that Order, the FCC addressed the jurisdictional classification of call
5 completion services associated with directory assistance. Sprint's 00- product is
6 provided in an analogous manner to the end user customer. Specifically, the FCC
7 Order states that call completion falls within the definition of telephone exchange
8 service not exchange access service. In paragraph 16, the FCC specifically states
9 that: "The call completion service of competitive DA providers for intra-exchange
10 traffic is unquestionably local in nature, and the charge for it, generally imposed
11 on an end user, qualifies as an "exchange service charge". While the FCC Order
12 was specifically directed at call completion service via a directory assistance call,
13 the Sprint 00- product provides call completion service via the dialing of 00- in a
14 manner analogous to directory assistance. This decision is equally applicable to
15 Sprint's 00- product when used for the completion of local calls and should
16 provide an additional basis to guide the Commission in its decision. In short, the
17 call completion service associated with 00- local calls is, in the FCC words,
18 "unquestionably local in nature" and an "exchange service", not exchange access
19 subject to access charges.

20

21 Q. Does that conclude your testimony?

22 A. Yes.

EXHIBIT E

GENERAL SERVICES TARIFF
P.S.C.-Md.-No. 203

Verizon Maryland Inc.

Section 22
Original Page 1

SPEECH RECOGNITION SERVICE

VOICE DIALING SERVICE

A. GENERAL

Speech Recognition Services consist of optional service features for use in connection with a residential customer's exchange service.

B. REGULATIONS

1. Description of Service

Voice Dialing Service enables residence customers to activate Verizon Services via voice commands. Up to 50 names/destinations can be added to a customer's personal directory. Calls to these destinations can be placed by merely picking up the phone and saying "Call" followed by a name/destination from the customer's personal directory. The system will repeat the name/destination to the customer, for confirmation, and will then place the call to the selected destination.

2. Use of Service

Once the customer utters a name/destination, the speech recognition computer will activate and dial the appropriate telephone number. The customer will, however, retain the capability of placing calls via touch tone or rotary dialing. In the event the customer begins to dial via touch tone or rotary pulses, the voice activated dialing connection to the computer is disconnected.

3. Restrictions

Voice Dialing Service is not compatible with the following features: Home Intercom, Home Intercom Extra, Residence Service Variety Package, Remote Call Forwarding and terminal lines of a multi-line hunt group. In addition, Voice Dialing Service is not available on the dependent number of Distinctive Ring Custom Calling Service.

4. Thirty-day Waiver

Verizon Maryland will waive the monthly charge for Voice Dialing for one month for customers who subscribe to this service for the first time.

C. RATES

	Per Month	USOC
Voice Dialing Service, per line equipped.....	\$3.75	

EXHIBIT F

Compensation to Verizon

Category of Traffic per Munsell Direct page 4	Single Line Service without Dialing Service	Single Line Service with Verizon Speed Dialing/Verizon Voice Dialing	Single Line Service with Sprint Voice Activated Dialing
local (<i>i.e.</i> , traffic subject to reciprocal compensation)	End User line charge (\$15) plus interstate SLC plus intrastate SLC (if applicable)	End User line charge (\$15) plus interstate SLC plus intrastate SLC (if applicable) plus End User Fee (\$3.50)	End User line charge (\$15) plus interstate SLC plus intrastate SLC (if applicable) plus TELRIC compensation
intrastate intraLATA	Access charges	Access charges	Access charges
intrastate interLATA	Access charges	Access charges	Access charges
interstate intraLATA	Access charges	Access charges	Access charges
interstate interLATA	Access charges	Access charges	Access charges

EXHIBIT G

CUSTOM CALLING SERVICES

Sprint Exhibit G

GENERAL (Continued)

Speed Calling

Enables a customer to place calls to other telephone numbers by dialing a one-or two-digit code rather than the complete telephone number. Customers may subscribe to only one of either the 8-Code capacity or 30-Code capacity on the same line.

Three-Way Calling

Permits a customer to add a third party to an existing conversation. When a customer is on a call and wishes to call a third party, he depresses the switch-hook. This places his first call on hold and three short tones are heard signifying the Three-Way Calling mode has been accessed. The customer will receive dial tone and may dial the telephone number of the desired third party. When the third party answers, the second party remains on hold, permitting private conversation between the customer and the third party.

The three-way connection can then be established by flashing the switchhook once, permitting the customer, the second party and the third party to converse.

The transmission may vary depending on the distance and routing necessary; therefore, transmission may not meet normal standards.

Three Way Calling per event service will be removed from the customer's line at no charge upon request. (N)

Toll Control

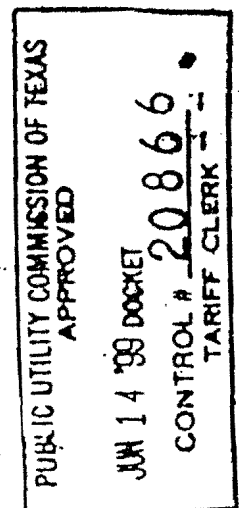
Prevents unauthorized persons from making calls to toll points. In certain type offices, customers with the Toll Control feature will be able to make toll calls utilizing a "Toll Control Code;" however, some offices do not have the capability of utilizing Toll Control Codes. Without the Toll Control Code, customers with the Toll Control feature will not be able to access "1+" numbers or operator assisted numbers ("0+" and "0-"). The Toll Control feature is offered with Tel-Teen Service only.

Cancel Call Waiting

This feature provides the customer the ability to disable the Call Waiting feature for the duration of one call. The feature is activated by dialing a special code prior to placing a call or during an established call. It is automatically deactivated when the customer disconnects from the call. When Cancel Call Waiting is activated, anyone calling the number will receive the normal busy treatment.

Last Number Redial

The dialed digits of the last call originated by the customer are always stored in the GTD-5 EAX. A customer wishing to reinitiate a call to the last called number dials a repeat number dialed access code and the call is placed automatically to the last called stored number.



ISSUED:

-324-

174

EFFECTIVE:

By Steve M. Banta Vice President

EXHIBIT H

DEFINITION OF TERMS

LINE

A circuit or channel extending from a central office to the customers location to provide local exchange service.

(M)
T
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R
(M)

LOCAL MESSAGE

A completed call between stations located within the same local calling area.

LOCAL SERVICE

Exchange service available in a particular exchange area for communication throughout that exchange area and to establish toll connections. .

LONGITUDINAL VOLTAGE

One half the sum of the potential difference between the tip connection and earth ground, and the ring connection and earth ground.

LOOP SIMULATOR CIRCUIT LABELING

A source of dc power and a load of impedance for connection, in lieu of a telephone loop, to terminal equipment loop and ground start circuits and reverse battery circuits during testing.

MANUAL TRUNK

A Central Office line providing service to a key telephone or key telephone system.

MEMBER OF A FIRM OR CORPORATION

Individuals, firms, companies, or associations engaged in the same business or profession on one premises, receiving service from the same facilities, are considered as members of a firm or business if the individuals or members of the firm, company, or association file a joint income tax return and also if any individual member of a firm, company, or association substantially participates in the earnings of his fellow members of such firm, company, or association.

S)))))))))))))
ISSUED: November 17, 1982 EFFECTIVE: January 1, 1983

By Richard D. Funk, Vice President-Revenue Requirements
2701 South Johnson Street, San Angelo, Texas 76901

EXHIBIT I

FACILITIES FOR STATE ACCESS

4. SWITCHED ACCESS (Cont'd)4.3 Obligations of the IC (Cont'd)4.3.3 Jurisdictional Reports (Cont'd)(A) Jurisdictional Proration of Rates and Charges (Cont'd)

Customer provided PIUs must be furnished to the Telephone Company as follows:

Initial customer provided PIU factors for FGA, FGB, BSA-A, BSA-B (except for FGB or BSA-B used to provide 900 Service), Directory Assistance Access Service and Special Access Services must be furnished on the Access Service Request used to establish the service. (C)

All other customer provided PIU factors, including all PIU factors provided in a report update, must be furnished via a letter. PIU factors provided via a letter will be kept on file and customers can designate when such PIUs are to apply to new or existing services. Such designations may only be made for those customer provided PIU factors that can be furnished via a letter. (C)

A projected PIU is not required for the International Blocking Miscellaneous Service. International Blocking is an interstate offering only. Charges will not be prorated between the intrastate and interstate jurisdictions.

(B) Jurisdictional Definitions

Interstate - A call is an interstate communication if the call originates from a telephone number within the boundaries of one state or country and terminates outside the boundaries of the state of origination.

Intrastate - A call is an intrastate communication if the call both originates from a telephone number and terminates to another telephone number within the boundaries of the same state.

(C) Jurisdictional Percentages

PIU is expressed as a whole number between 0 and 100. The sum of the PIU and the intrastate jurisdictional percentage (IJP) must equal 100%. The IJP is determined by subtracting the PIU from 100. The PIU factor and IJP factor serve as the basis for development of interstate and intrastate charges to the customer. For non-usage sensitive and nonrecurring rates, the quantity of service is multiplied by the PIU and IJP factors and by the applicable tariff rate to develop the charge. For usage sensitive rates, the quantity of usage sensitive units is multiplied by the PIU and IJP factors and by the applicable tariff rate to develop the charge. (C)

Separate PIU factors are required for originating or terminating usage (except that for FGA, FGB, BSA-A or BSA-B the PIU will reflect the total for both originating and terminating usage).

(1) Interstate PIU

The PIU will be established by the Telephone Company or provided by the interexchange carrier (IC) customer as described following:

(a) Telephone Company Developed PIU

Where the jurisdiction can be determined from the call detail, the Telephone Company will bill according to the jurisdiction of the call.

INTERIM APPROVAL GRANTED PENDING FINAL ORDER IN DOCKET NO. 15205.

ISSUED: January 2, 1996

EFFECTIVE: April 8, 1996

By Oscar C. Gomez, Vice President - Regulatory & Governmental Affairs
500 E. Carpenter Freeway, Irving, TX 75062

EXHIBIT J



Rec'd 11
01 DEC 14 2:57
400 West 15th St., Suite 1400
Austin, Texas 78701
(512) 472-1397
FAX (512) 472-0524 or
FAX (512) 472-8362

December 14, 2001

Filing Clerk
Central Records
Public Utility Commission of Texas
1701 North Congress Avenue
P.O. Box 13326
Austin, Texas 78711-3326

Re: Docket 24306

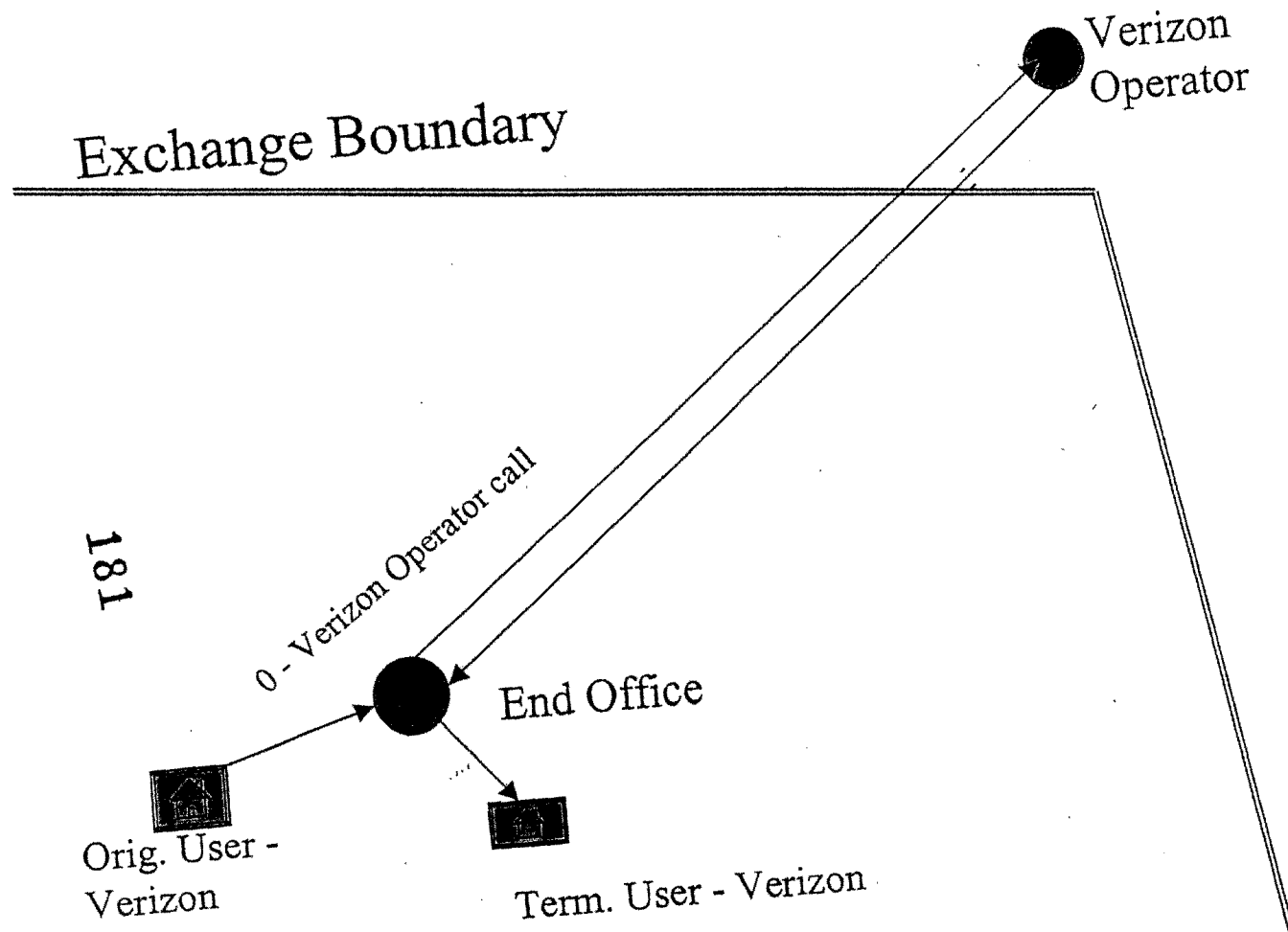
Dear Filing Clerk:

Attached for filing with the Commission are 18 copies of Sprint's Exhibit J in the above referenced matter. Pursuant to the discussion at the hearing in this matter on November 29th, Sprint was granted permission to file this exhibit as a late filed exhibit once approved by counsel to Verizon. Sprint has obtained approval from Mr. Jeffrey Edwards, counsel to Verizon, as to the form and substance of the Exhibit J attached hereto. Thus Sprint makes this filing and requests that Exhibit J as attached, which consists of a four (4) page document so labeled, be admitted into the record in this proceeding.

Sincerely,

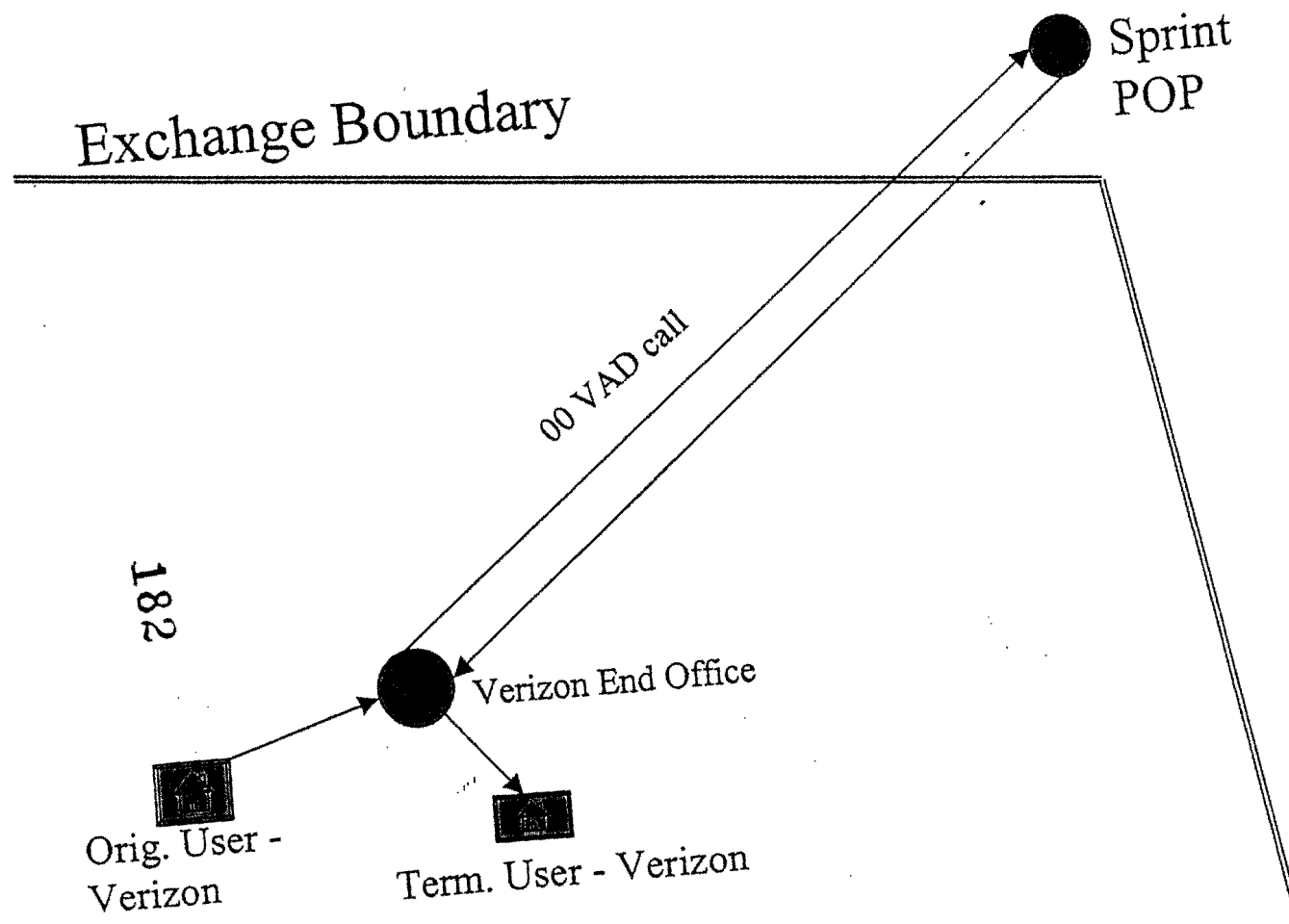
Joseph P. Cowin
Joseph P. Cowin
Attorney - Sprint

SCENARIO #1
(See Tr. beginning on page 126)



SCENARIO #2

(See Tr. beginning on page 126)



SCENARIO #3a Resale and UNE-P
(See Tr. beginning on page 126)

Sprint Position

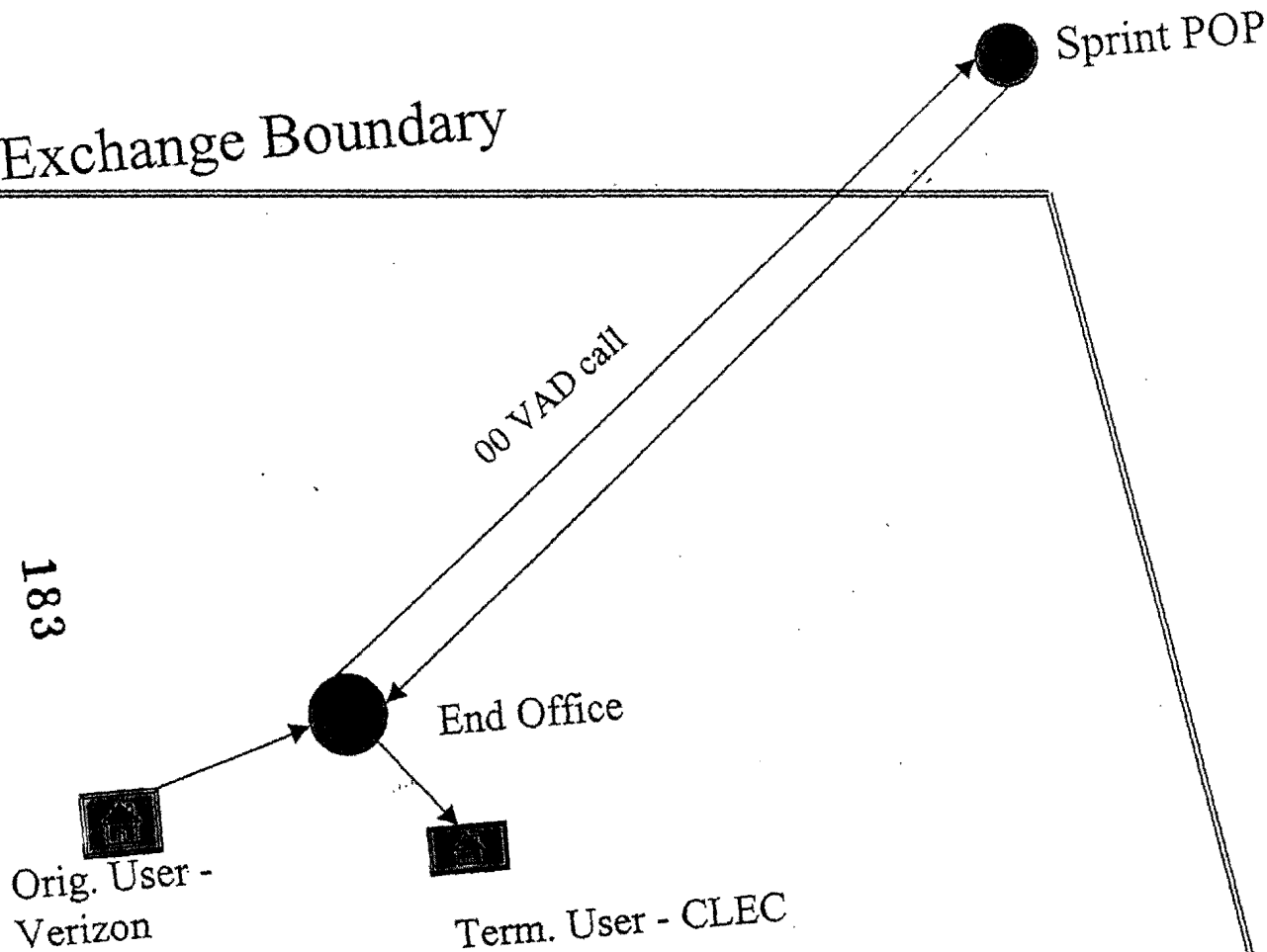
This would be a call subject to reciprocal compensation.

Verizon Position

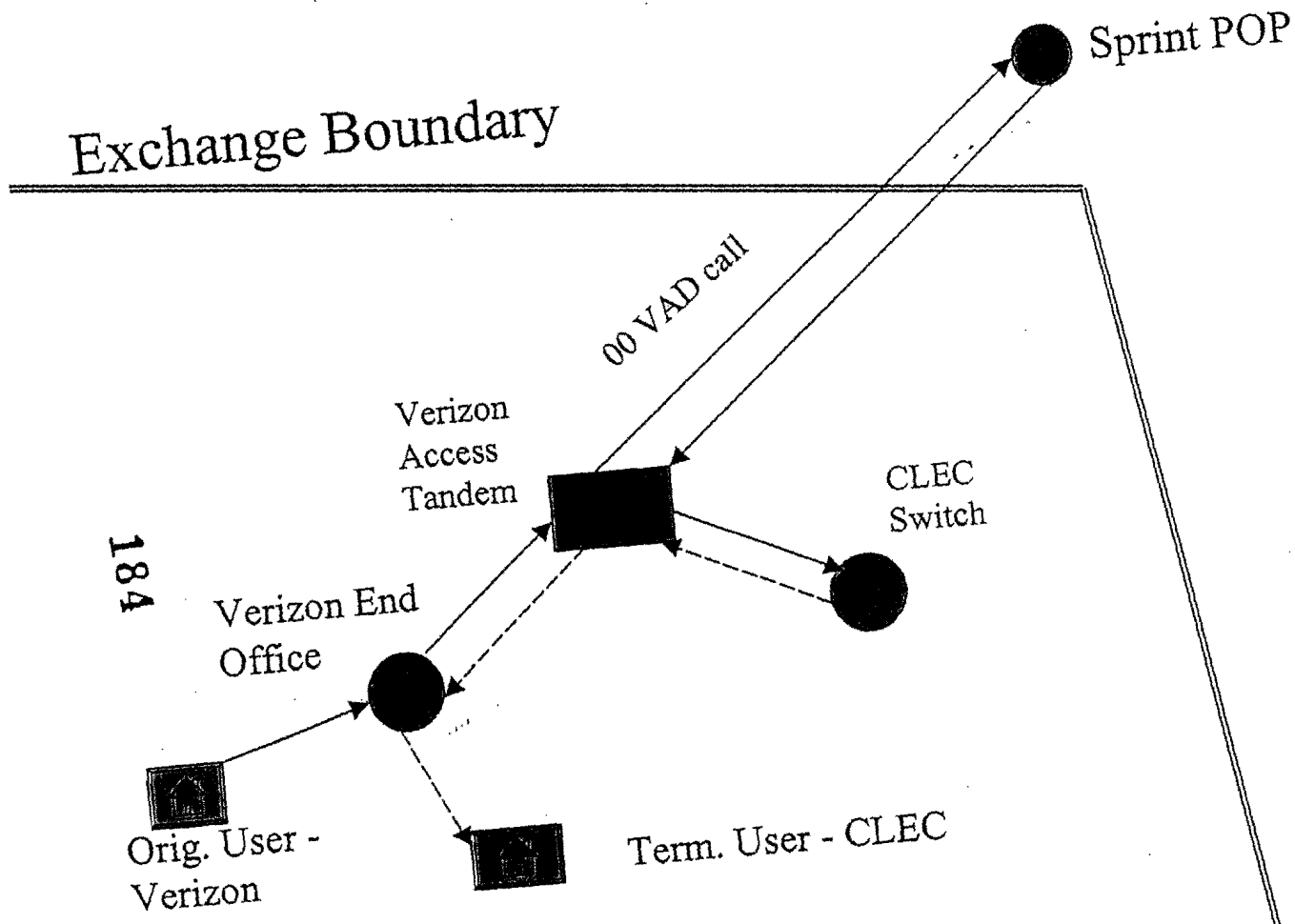
Resale. The call to the CLEC would be access. Verizon collects the access, not the CLEC. Same as #2.

UNE-P. Verizon would create the access record and provide the record to the UNE-P CLEC (based on the terminating number). Whether the UNE-P CLEC treats it as access is between the UNE-P CLEC and Sprint. Same as #2.

Exchange Boundary



SCENARIO #3b - Facilities Based (See Tr. beginning on page 126)



Sprint Position

This would be a call subject to reciprocal compensation.

Verizon Position

Since this would require a separate end office CLEC switch shown. The CLEC end user is served by the CLEC switch. The CLEC loop facilities run through an (unshown) collocation at the Verizon end office (an alternative is the CLEC end user with a loop directly to the CLEC switch and eliminating the dotted line back through the Verizon tandem). Whether the CLEC treats the traffic as access is again between the CLEC and Sprint.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Sprint Communications) Docket No.: 010795-TP
Company Limited Partnership for)
Arbitration with Verizon Florida, Inc. f/k/a)
GTE Florida, Incorporated, Pursuant to)
Section 252(b) of the Telecommunications)
Act of 1996.)
_____)

SPRINT COMMUNICATIONS COMPANY LIMITED PARTNERSHIP'S
SUPPLEMENTAL RESPONSES TO VERIZON FLORIDA INC.'S
FIRST SET OF INTERROGATORIES

Interrogatory	Prepared By	Title
18	Michael R. Hunsucker	Director-Regulatory Policy

REDACTED

INTERROGATORIES

REDACTED

18. How does Sprint expect to charge for its voice activated dialing service (e.g., flat fee, per minute, etc.), and what amounts does it expect to charge?

RESPONSE: Subject to and without waiving it filed objections, Sprint responds that the details of the pricing plan are still under review and no final determinations have been made.


STATE OF KANSASCOUNTY OF JOHNSON

BEFORE ME, the undersigned authority, personally appeared Michael R. Hunsucker, who being duly sworn deposes and says:

That he occupies the position of Director - Regulatory Policy, and is the person who has furnished the answers to Sprint's supplemental responses to Verizon's first set of interrogatories items 5, and 18 through 21, and further says that said answers are true and correct to the best of his knowledge and belief.

WITNESS my hand and seal this 11th day of January, A. D., 2002

Signature: 


Notary Public

State of Kansas

My Commission Expires:

MICHAEL G. MCCAIN
Notary Public, State of Kansas
My Appt. Exp. 1/24/2003

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Sprint Communications) Docket No.: 010795-TP
Company Limited Partnership for)
Arbitration with Verizon Florida, Inc. f/k/a)
GTE Florida, Incorporated, Pursuant to)
Section 252(b) of the Telecommunications)
Act of 1996.)
_____)

SPRINT COMMUNICATIONS COMPANY LIMITED PARTNERSHIP'S
SUPPLEMENTAL RESPONSES TO VERIZON FLORIDA INC.'S
FIRST SET OF INTERROGATORIES

Interrogatory Prepared By Title

REDACTED

20 Michael R. Hunsucker Director-Regulatory Policy

INTERROGATORIES

REDACTED

REDACTED

20. What are the costs associated with providing voice activated dialing? Please identify any market or other studies regarding or relating to what consumers will pay for use of the voice activated dialing service and any cost studies or models regarding the voice activated dialing service.

RESPONSE: Sprint hereby supplements its prior response to this request as provided on October 25th. Through agreement of counsel, Sprint is modifying the question to read:

What compensation does Sprint propose to provide to Verizon for the use of Verizon's network in the provision of Voice Activated Dialing?

Subject to and without waiving it filed objections, Sprint refers Verizon to the Direct Testimony of Michael Hunsucker at page 17 as follows:

Sprint will compensate Verizon for transport on the originating side of the call and for all appropriate network elements (tandem switching, transport and end office switching) on the terminating side of the call at TELRIC-based rates.

These are costs that Sprint will incur which are in actuality Verizon's TELRIC rates for reciprocal compensation.

REDACTED

STATE OF KANSAS

COUNTY OF JOHNSON

BEFORE ME, the undersigned authority, personally appeared Michael R. Hunsucker, who being duly sworn deposes and says:

That he occupies the position of Director - Regulatory Policy, and is the person who has furnished the answers to Sprint's supplemental responses to Verizon's first set of interrogatories items 5, and 18 through 21, and further says that said answers are true and correct to the best of his knowledge and belief.

WITNESS my hand and seal this 11th day of January, A. D., 2002

Signature: [Signature]

[Signature]
Notary Public

State of Kansas

My Commission Expires:

MICHAEL G. MCCAIN
Notary Public, State of Kansas
My Appt. Exp. 1/24/2003

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Sprint Communications) Docket No.: 010795-TP
Company Limited Partnership for)
Arbitration with Verizon Florida, Inc. f/k/a)
GTE Florida, Incorporated, Pursuant to)
Section 252(b) of the Telecommunications)
Act of 1996.)
_____)

SPRINT COMMUNICATIONS COMPANY LIMITED PARTNERSHIP'S
SUPPLEMENTAL RESPONSES TO VERIZON FLORIDA INC.'S
FIRST SET OF INTERROGATORIES

Interrogatory	Prepared By	Title
---------------	-------------	-------

REDACTED

21	Michael R. Hunsucker	Director-Regulatory Policy
----	----------------------	----------------------------

INTERROGATORIES

REDACTED

REDACTED

21. What are Sprint's estimates or forecasts regarding the volume of traffic that will be generated using the voice-activated dialing service that will terminate inside the originating caller's local calling area and that will terminate outside the originating caller's local calling area, respectively? Please identify any documents that include information responsive to this Interrogatory.

RESPONSE: (PROPRIETARY) Sprint hereby supplements its prior response to this request as provided on October 25th. Through agreement of counsel, Sprint is modifying the question to read:

What are Sprint's estimates or forecasts regarding the percentage of traffic for those customers that subscribe to VAD service that will terminate inside the originating caller's local calling area and that will terminate outside the originating caller's local calling area, respectively?

*

[REDACTED]

*The unredacted version is on file with the Commission Clerk.

STATE OF KANSAS

COUNTY OF JOHNSON

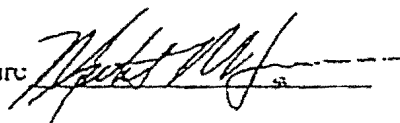
BEFORE ME, the undersigned authority, personally appeared Michael R.

Hunsucker, who being duly sworn deposes and says:

That he occupies the position of Director - Regulatory Policy, and is the person who has furnished the answers to Sprint's supplemental responses to Verizon's first set of interrogatories items 5, and 18 through 21, and further says that said answers are true and correct to the best of his knowledge and belief.

WITNESS my hand and seal this 11th day of January, A. D., 2002

Signature



Notary Public

State of Kansas

My Commission Expires:

MICHAEL G. MCGAIN
Notary Public, State of Kansas
My Appt. Exp. 2/26/2003

A13. MISCELLANEOUS SERVICE ARRANGEMENTS

Docket No. 010795-TP
Stipulated Exhibit _____
Corresponding Tariffs _____

A13.14 GTE Calling Services (Continued)

.2 Description

corresponds to Texas
Sprint Exhibit G

a. Call Forwarding-Variable

- (1) This service feature permits a subscriber to arrange to have all incoming calls to his telephone automatically transferred to another dialable telephone number during any period in which this feature is activated. Calls may be transferred to a long-distance telecommunications point, subject to the availability of the necessary facilities in the central office from which the calls are to be transferred. Where a charge (local or long-distance) is applicable for a call between the subscriber's telephone and telephone to which calls are to be forwarded, such charge is applicable to the subscriber on every call forwarded to and answered at that telephone. Call Forwarding-Variable shall not be used to extend calls on a planned and continuing basis to intentionally avoid the payment in whole or in part of message toll charges that would regularly be applicable between the station originating the call and the station to which the call is transferred.

b.

c. Multipath

- (1) This feature allows a Call Forwarding - Variable customer the capability to specify the number of calling paths to be made available to forward calls simultaneously to the destination directory number. This allows customers who are forwarding calls intended for a group of lines arranged in a hunt group to control the number of simultaneous calls that can be forwarded to a target number. In order to use the Multipath feature, the "call forward to" number must be in a hunt group.

Multipath is available only as an enhancement to Call Forwarding-Variable.

d. Three-Way Calling

- (1) This feature permits a subscriber to add a third party to an already-established connection without the assistance of an operator.

At the customer's request, the "per activation" service will be blocked on all lines at no charge. (IOSC: 00173) (N)

e. Call Waiting/Cancel Call Waiting

- (1) Call Waiting provides a tone signal to indicate to a subscriber who is using his telephone that another party is attempting to call him. It also permits the subscriber to answer the incoming call while holding his original call.
- (2) Cancel Call Waiting allows a subscriber with Call Waiting to inhibit the operation of Call Waiting for one call. During this call, Call Waiting shall be inactive so that anyone calling the Call Waiting subscriber will receive a normal busy signal, and no call waiting tones will interrupt the subscriber's call.

(Deleted)

PETER A. DAKS, PRESIDENT
TAMPA, FLORIDA

EFFECTIVE: February 1, 1998
ISSUED: January 9, 1998

1
FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 010795-TP EXHIBIT NO. 14C
COMPANY/ WITNESS: Sprint/Verizon
DATE: 1-17-98

A13. MISCELLANEOUS SERVICE ARRANGEMENTS

A13.14 Verizon Calling Services (Continued)

(T)

.2 **Description (Continued)**

f. Speed Calling

- (1) This service permits a subscriber to call certain other predetermined telephone numbers by dialing an abbreviated code rather than the entire seven- or ten-digit telephone number. The two arrangements available are an 8-number capacity (8-code) and a 30-number capacity (30-code).

g. Distinctive Ring

(T)

- (1) This service allows coded ringing to be applied to an individual line where each of the two directory numbers would have a uniquely coded ring for customer identification.

.3 **Rates**

The following rates and charges are for Verizon calling services features and packages only and are in addition to the applicable service charges, monthly rates, and nonrecurring charges for the exchange access line and other services with which it is associated. (T)

	Monthly Rate					
	Residence			Business		
	Minimum	Maximum	Current	Minimum	Maximum	Current
a. Each service, per line equipped						
(1) Call Forwarding-Variable ²	\$ 1.00	\$ 6.00	\$ 4.00 (I)	\$ 2.00	\$ 7.00	\$ 5.00
(2) Multipath*	1.00	6.00	4.00 (I)	2.00	7.00	5.50 (I) (T)

* Multipath is available only as an enhancement to Call Forwarding-Variable.

Note 2: Refer to Section A13.14.1.h. for Choice Pac offer and applicable rate discount.

JOHN P. BLANCHARD, PRESIDENT
TAMPA, FLORIDA

EFFECTIVE: September 2001
ISSUED: August 17, 2001

GTE FLORIDA
INCORPORATED

GENERAL SERVICES TARIFF

4th Revised Page 7
Canceling 3rd Revised Page 7

11. DEFINITION OF TERMS

- d. **Station-to-Station Call:** A service whereby the person originating the call either dials the telephone number desired, or gives to the Company operator the telephone number of the desired telephone, Miscellaneous Common Carrier connecting circuit, CENTREX, PBX, or PBX station which is reached directly rather than through a PBX attendant, or gives only the name and address under which such number is listed, and does not specify a particular person to be reached, nor a particular mobile station to be reached through a "Miscellaneous Common Carrier attendant, nor a particular station, department, or office to be reached through a PBX or CENTREX attendant.

Main Station: See "Station."

Maintenance Charge: The charge made for keeping in repair telephone equipment or facilities.

Message: A communication between two telephone stations. Messages may be classified as follows:

- a. **Local Message:** A message between telephone stations within the same local serving area.
- b. **Toll Message:** A message between telephone stations in different exchange areas for which a toll charge is made.

Message Rate Service: See "Exchange Service."

Mileage: The measurement (air line, route, etc.) upon which is based a charge quoted for the use of part or all of a circuit furnished by the Company. Mileage is classified as follows:

- a. **Air Line Measurement:** The shortest distance between two points.
- b. **Extension Line Mileage:** The measurement applying to that portion of an extension line in excess of the length provided without additional charge, for use of which a circuit charge is made.
- c. **Foreign Central Office Mileage:** A measurement applying to that portion of a circuit connecting a subscriber's main station or PBX with a central office other than that from which he would normally be served, for the use of which a separate circuit charge is made.
- d. **Foreign Exchange Mileage:** The measurement applying to that portion of a circuit connecting subscriber's main station or private branch exchange with a central office of another exchange other than that from which the subscriber would normally be served, which an additional charge is made for the circuit between the two exchange areas.
- e. **Route Measurement:** The actual length of a circuit between two points.
- f. **Tie Line Measurement:** The measurement upon which the rates for the tie line is based, in accordance with tariff provisions.
- g. (Deleted) (D)

Miscellaneous Common Carriers: Miscellaneous Common Carriers, as defined in Part 21 of the Federal Communications Commission Rules, are communications common carriers which are not engaged in the business of providing either a public landline message telephone service or public message telegraph service.

Miscellaneous Equipment: Equipment furnished at additional charges associated with the various classes of exchange service.

Mobile Telephone Service: A communication service through a land radiotelephone base station.

6. SWITCHED ACCESS

6.3 Obligations of the Customer (Continued)

6.3.2 ASR Requirements (Continued)

When FGA or BSA-A is ordered the customer shall specify whether or not the terminating traffic is to be restricted to the Access Area as set forth in 6.2.1, 6.2.2, and 6.2.5(C), (D) or (E). If the customer wishes to restrict the traffic, the rates as set forth in 6.5.2(B) may apply, depending upon the optional arrangement selected.

When an End User, with a valid Carrier Identification Code(s) (CIC), initially orders Feature Group B Switched Access Service, where facilities permit, the End User will state in its order, the PIU for each LATA.

When the Alternate Traffic Routing optional arrangement is provided, Percent Traffic Routed (PTR) values must be provided on the ASR as described in 6.5.2(H) (2).

When a customer orders Switched Access for mixed interstate and intrastate usage, the customer shall provide an estimate of the total usage which will be interstate by traffic type.

The customer allocated percentages will be used as a basis of the jurisdictional determination for billing purposes of all charges until a more accurate determination can be provided as set forth in 6.3.3 and 6.5.2(D) following.

6.3.3 Jurisdictional Determination

For purposes of determining the jurisdiction of Switched Access traffic, once the Switched Access service is activated, the following criteria will apply:

- (A) When the Telephone Company has measurement capability to provide the data to determine the jurisdiction of Switched Access traffic, the Telephone Company will determine the jurisdiction of Switched Access traffic. In those instances where the Telephone Company cannot determine the jurisdiction, the customer and/or End User will be required to provide this information as described below.

End Users must report PIU for FGB Service on a quarterly basis as described below.

- (B) To determine the jurisdiction of FGA and FGB Switched Access traffic and that traffic placed on a 1+ basis in conjunction with FGA, the following criteria will apply:

- (1) Traffic that enters a customer's network at a point within the same state as that in which the station designated by dialing is situated will be considered as intrastate.
- (2) Traffic that enters a customer's network at a point in a state other than that in which the station designated by dialing is situated will be considered interstate.

- (C) When determining the jurisdiction of Switched Access traffic provided via a BSA or BSE and the intrastate equivalent of the BSA or BSE is only available on a bundled feature group basis, intrastate usage will be prorated to the bundled intrastate feature group equivalent of the BSA.

- (D) When a customer submits an order for Switched Access services the customer must state the Percentage of Interstate Usage (PIU) on a statewide, LATA, billing account number (BAN) or end office level as follows:

- (1) For FGA, FGB, FGC, FGD, BSA-A, BSA-B, BSA-C, BSA-D, 500, 800, 888 and 900 End Office services, the PIU will be applied to the appropriate Carrier Common Line, End Office Switching, Information Surcharge, Interconnection Charge, and, if applicable, Tandem Switched Transport and Tandem Switching minutes of use. (T)
- (2) A PIU may be provided for each Entrance Facility and a separate PIU may be provided for each Direct-Trunked Transport facility reflecting the originating and terminating traffic of all Switched Access services that use such facilities. When a customer orders the same type of Entrance Facility and Direct-Trunked Transport, i.e., DS0, DS1 or DS3, from the CDL to the first point of switching or Telephone Company hub, the customer may submit one PIU to be applied to both the Entrance Facility and the Direct-Trunked Transport. A consolidated PIU for all Entrance Facility and Direct-Trunked Transport elements may be provided at the option of the customer if such PIU is representative of the actual interstate use of the service.
- (3) The PIU for Switched Access Services must be provided by the customer of record when used in conjunction with Switched Access BIS as described in Section 17.