

BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION

-----

In the Matter of	:	DOCKET NO. 990691-TP
	:	
Petition of ICG Telecom	:	
Group, Inc. for arbitration	:	
of unresolved issues in	:	
interconnection negotiations	:	
with BellSouth	:	
Telecommunications, Inc.	:	
	:	
	:	

-----

VOLUME 1  
Pages 1 through 116

PROCEEDINGS:	HEARING
BEFORE:	COMMISSIONER J. TERRY DEASON COMMISSIONER SUSAN F. CLARK COMMISSIONER E. LEON JACOBS
DATE:	October 7, 1999
TIME:	Commenced at 9:30 a.m. Concluded at 6:30 p.m.
LOCATION:	Betty Easley Conference Center Room 148 4075 Esplanade Way Tallahassee, Florida
REPORTED BY:	JANE FAUROT, RPR NOTARY PUBLIC IN AND FOR THE STATE OF FLORIDA AT LARGE

**BUREAU OF REPORTING**

RECEIVED 10-15-99

DOCUMENT NUMBER-DATE

**12548 OCT 15 99**

FPSC-RECORDS/REPORTING

## APPEARANCES:

JOSEPH McGLOTHLIN, ESQUIRE, and VICKI GORDON KAUFMAN,  
ESQUIRE, McWhirter Law Firm, 117 Gadsden Street,  
Tallahassee, Florida 32301

On behalf of ICG Telecom Group, Inc.

ALBERT H. KRAMER, ESQUIRE, and JACOB S. FARBER,  
ESQUIRE, 2101 L. Street, N.W., Washington, D.C. 20037

On behalf of ICG Telecom Group, Inc.

MICHAEL P. GOGGIN, ESQUIRE, EDWIN E. EDENFIELD,  
ESQUIRE, and A. LANGLEY KITCHINGS, ESQUIRE, BellSouth  
Telecommunications, Inc., 675 West Peachtree Street,  
Suite 4300, Atlanta, Georgia

On behalf of BellSouth Telecommunications, Inc.

C. LEE FORDHAM, ESQUIRE, Florida Public Service  
Commission, 2540 Shumard Oak Blvd., Tallahassee,  
Florida 32399

On behalf of the Commission Staff

## I N D E X

	PAGE
OPENING STATEMENT BY MR. McGLOTHLIN	35
OPENING STATEMENT BY MR. EDENFIELD	40

## WITNESSES

NAME	PAGE
PHILIP W. JENKINS	
Direct Examination by Ms. Kaufman	46
Prefiled Direct Testimony Inserted	49
Prefiled Rebuttal Testimony Inserted	60
Cross Examination by Mr. Kitchings	67
Cross Examination by Mr. Fordham	69
Redirect Examination by Ms. Kaufman	73
 BRUCE HOLDRIDGE	
Direct Examination by Mr. McGlothlin	77
Prefiled Direct Testimony Inserted	79
Prefiled Rebuttal Testimony Inserted	95
Cross Examination by Mr. Kitchings	107
Redirect Examination by Mr. McGlothlin	114

## EXHIBITS - VOLUME 1

NUMBER		PAGE
1	Composite	7

## P R O C E E D I N G S

1  
2 COMMISSIONER DEASON: As a preliminary matter,  
3 let me indicate that Commissioner Clark has sent word  
4 that she will be joining us momentarily and that we  
5 should go ahead and start. Can we have the notice  
6 read, please.

7 MR. FORDHAM: Pursuant to notice, this time and  
8 place were set for hearing in Docket No. 990691-TP,  
9 petition of ICG Telecom Group, Inc. for arbitration of  
10 unresolved issues in interconnection negotiations with  
11 BellSouth Telecommunications, Inc.

12 COMMISSIONER DEASON: Thank you. Appearances.

13 MR. GOGGIN: I'm Michael Goggin. I'm here  
14 representing BellSouth Telecommunications. With me  
15 here today are Ed Edenfield, Langley Kitchings, and  
16 also Al Varner, who will be our witness today.

17 COMMISSIONER DEASON: You have mentioned, besides  
18 Mr. Varner and Mr. Edenfield, you mentioned another  
19 person. Is this an attorney?

20 MR. GOGGIN: Mr. Langley Kitchings is an attorney  
21 for whom we have filed a request or motion to have him  
22 qualified as a qualified representative.

23 COMMISSIONER DEASON: Very well. Could you spell  
24 the last name, please.

25 MR. GOGGIN: K-I-T-C-H-I-N-G-S.

1 COMMISSIONER DEASON: Thank you.

2 MR. GOGGIN: Thank you.

3 MR. MCGLOTHLIN: My name is Joseph A. McGlothlin  
4 with the McWhirter Reeves law firm in Tallahassee  
5 appearing for ICG Telecom Group, Inc. I would like to  
6 introduce first Vicki Kaufman with our firm, also  
7 appearing for ICG. I would like to introduce Al  
8 Kramer of the DC firm of Dickstein, Shapiro, Morin and  
9 Oshinsky, who has been ruled a qualified  
10 representative for this case. With him is Jacob  
11 Farber of the Dickstein Shapiro firm, who will not be  
12 making a formal appearance, but will be with us today.

13 MR. FORDHAM: Lee Fordham representing the  
14 Commission staff.

15 COMMISSIONER DEASON: Thank you. All right.  
16 Preliminary matters, Mr. Fordham.

17 MR. FORDHAM: Yes, Commissioner. We have  
18 provided the Commission and parties our official  
19 recognition list, and at this time do ask that those  
20 matters be submitted for official recognition.

21 COMMISSIONER DEASON: This official recognition  
22 list has been provided to the parties, is that  
23 correct?

24 MR. FORDHAM: Yes, Commissioner.

25 COMMISSIONER DEASON: Okay. It will be

1 identified as Exhibit 1. Is there any objection to  
2 the Commission taking official recognition of the  
3 items on this list?

4 MR. GOGGIN: Commissioner Deason, this is Michael  
5 Goggin for BellSouth. Prior to the hearing we brought  
6 in a copy of an order that was recently issued by the  
7 South Carolina Commission in an arbitration concerning  
8 BellSouth and ITC Deltacom and we have asked that it  
9 be added to the official recognition list. I'm not  
10 sure if Mr. Fordham was here when we distributed it to  
11 the staff and to the parties.

12 COMMISSIONER DEASON: Well, we will do the list  
13 and then we will take yours on its own, then, how  
14 about that?

15 MR. GOGGIN: Great.

16 COMMISSIONER DEASON: Any objection to this list,  
17 Mr. McGlothlin?

18 MR. MCGLOTHLIN: No objection, Commissioner  
19 Deason. I would like to inform the Commissioners and  
20 staff that pursuant to conversation with counsel for  
21 BellSouth, we also would like the Commission to take  
22 official recognition of some orders bearing on the  
23 resolution of Issue 1, reciprocal compensation in  
24 other jurisdictions. I expect that we will have a  
25 list of those orders and copies to be provided before

1 the hearing is over. We expect that to arrive at any  
2 time now.

3 COMMISSIONER DEASON: Okay. When that list is  
4 prepared and can be presented at an appropriate time,  
5 remind me and we will take that matter up.

6 MR. McGLOTHLIN: Yes, sir.

7 COMMISSIONER DEASON: Given that there is no  
8 objection to what has been identified as Exhibit  
9 Number 1, the Commission will officially recognize  
10 items contained on the list, and Exhibit Number 1  
11 shall be admitted into the record.

12 (Exhibit Number 1 marked for identification and  
13 received into evidence.)

14 MR. FORDHAM: Thank you, Commissioner.

15 COMMISSIONER DEASON: Just one second. Is it Mr.  
16 Goggin?

17 MR. GOGGIN: Yes, it is.

18 COMMISSIONER DEASON: Okay. Now, you mentioned  
19 that you had an item you wish the Commission to take  
20 official recognition of, is that correct?

21 MR. GOGGIN: Yes, we do.

22 COMMISSIONER DEASON: Okay. And this order has  
23 been distributed to the parties, correct?

24 MR. GOGGIN: Yes, we have distributed copies to  
25 the staff, to representatives for the opposing party,

1 and also to the Commissioners.

2 COMMISSIONER DEASON: Mr. McGlothlin, have you  
3 reviewed this?

4 MR. MCGLOTHLIN: We have not reviewed it, but we  
5 don't object to the Commission taking official  
6 recognition of the decision of the South Carolina  
7 Commission.

8 COMMISSIONER DEASON: Mr. Fordham.

9 MR. FORDHAM: Again, Commissioner, I have not  
10 reviewed it, but I have no objection to it receiving  
11 official recognition.

12 COMMISSIONER DEASON: Given there is no  
13 objection, and it is an order of the South Carolina  
14 Commission, the Commission will take official  
15 recognition of the order that has been distributed.

16 Mr. Fordham, you may continue with your  
17 preliminary matters.

18 MR. FORDHAM: The next item under preliminary  
19 matters, Commissioner, ICG has requested a change in  
20 the order of their witnesses, and I would ask Mr.  
21 McGlothlin to address that to the Commission.

22 COMMISSIONER DEASON: Mr. McGlothlin.

23 MR. MCGLOTHLIN: There are two aspects to our  
24 proposal, Commissioners. First of all, we would like  
25 to take the witnesses in this order: Mr. Jenkins, Mr.



1 Holdridge, Mr. Starkey, and Ms. Schonhaut, which is  
2 exactly the reverse order of what I indicated during  
3 the prehearing conference, but we think that there is  
4 some logical sequence in that fashion. We have  
5 cleared that with BellSouth and staff and they have no  
6 objection.

7 COMMISSIONER DEASON: Does that apply to direct  
8 and rebuttal?

9 MR. MCGLOTHLIN: That is my next subject,  
10 Commissioner. The prehearing order contemplates that  
11 each witness will appear separately for direct and  
12 rebuttal. We have reviewed the extent to which we  
13 might be able to save some time by having certain  
14 witnesses appear only one time. We think we can offer  
15 to do that with Mr. Jenkins and Mr. Holdridge. It is  
16 our view that the subject matter covered by the other  
17 witnesses and by BellSouth's witness does not lend  
18 itself to that practice and we would reserve the right  
19 to call Mr. Starkey and Ms. Schonhaut separately for  
20 that rebuttal.

21 COMMISSIONER DEASON: Is there any objection to  
22 the procedure as outlined by Mr. McGlothlin?

23 MR. GOGGIN: It's not so much an objection as an  
24 addition, I guess. What we had talked about was first  
25 whether we could do each of the witnesses to appear

1           only once, and ICG's desire was to have two of their  
2           witnesses appear twice; once on direct and once on  
3           rebuttal. In view of that, we would propose that  
4           after their four witnesses go up on direct that Mr.  
5           Varner give his direct and then if they call Starkey  
6           and/or Schonhaut to give rebuttal, that Mr. Varner  
7           also be permitted to give rebuttal.

8           COMMISSIONER DEASON: Any objection?

9           MR. McGLOTHLIN: No, sir.

10          MR. FORDHAM: None by staff.

11          COMMISSIONER DEASON: Very well. That will be  
12          the procedure we will follow, then. And I will show  
13          that Witnesses Holdridge and Jenkins will be  
14          presenting direct and rebuttal when they initially  
15          take the stand.

16          MR. GOGGIN: Mr. Commissioner, might I add  
17          something else as an aside. It should be noted, I  
18          guess, for the record that in the prehearing order  
19          Daonne Caldwell was listed as a witness for BellSouth  
20          Telecommunications. The parties have stipulated as to  
21          the issues to which she was to address, namely what  
22          would be the price of certain packet switching  
23          elements if BellSouth were to offer them as UNEs. The  
24          parties have agreed on those price levels and as a  
25          result her testimony is no longer needed.

1           COMMISSIONER DEASON: So you are withdrawing her  
2 testimony, she will not be appearing?

3           MR. GOGGIN: She will not be appearing today.

4           COMMISSIONER DEASON: Very well. Are the parties  
5 aware of this?

6           MR. McGLOTHLIN: Yes, sir.

7           COMMISSIONER DEASON: Other preliminary matters.

8           MR. McGLOTHLIN: I have one small one. As a  
9 result of the rulings at the prehearing conference  
10 certain of the testimony of our witnesses was  
11 stricken. For the Commissioners' ease of reference,  
12 we have prepared a copy of the prefiled testimony that  
13 shows lines through that stricken testimony, so that  
14 it is clear to you what is in and what is out at this  
15 point.

16           COMMISSIONER DEASON: Okay. I thank you for  
17 doing that. That will certainly facilitate matters.

18           Other preliminary matters.

19           MR. FORDHAM: Commissioner, the final matter was  
20 a pending motion to strike filed by ICG. It was  
21 addressed somewhat in prehearing and determined to be  
22 heard this morning at this time.

23           COMMISSIONER DEASON: I understand five minutes  
24 per side has been designated.

25           MR. FORDHAM: That was the ruling of the

1 prehearing officer.

2 COMMISSIONER DEASON: Very well. Are the parties  
3 prepared to address that at this time?

4 MR. MCGLOTHLIN: Yes. I'm going to ask Ms.  
5 Kaufman to assist me because we have some boards to  
6 which I will refer during argument.

7 COMMISSIONER DEASON: Before we begin the  
8 argument, are there any other preliminary matters  
9 before we go into argument on the motion. Very well.

10 MR. MCGLOTHLIN: Commissioners, our motion to  
11 strike is straightforward. The basis for the motion  
12 is that the '96 act placed limits on the matters that  
13 the Commission may consider and arbitrate. The first  
14 board quotes the language of the act. It says that  
15 the Commission shall limit its consideration of any  
16 petition to the issues set forth in the petition and  
17 in the response, if any, filed under Paragraph 3.

18 The second board simply reiterates what has been  
19 identified as Issue 1 in this case, and that flows  
20 directly from ICG's petition. Until the FCC adopts a  
21 rule with prospective application, should dial up  
22 calls to Internet service providers, or ISPs, be  
23 treated as if they were local calls for purposes of  
24 reciprocal compensation. That is the issue.

25 And the next board quotes BellSouth's response.

1 and after citing the FCC order, it takes this  
2 position: Thus, reciprocal compensation is not  
3 applicable to ISP bound traffic. Clearly, treating  
4 ISP calls as local calls for reciprocal compensation  
5 purposes is inconsistent with the law and is not sound  
6 public policy. That is their response to the issue.

7 If this were in civil trial they could have  
8 simply said allegation denied. That is essentially  
9 the position they took.

10 Now, the next board is a quotation from the FCC's  
11 February 1999 declaratory statement, and I put this in  
12 front of you for context. I don't expect you to rule  
13 on the merits of the substantive discussion of Mr.  
14 Varner's testimony, but in order to determine how far  
15 out of bounds the testimony falls with respect to the  
16 limits placed on this Commission by the act you need  
17 to be somewhat acquainted with the flavor of what is  
18 going on here. And the FCC said, "As explained above  
19 in the order, under the ISP exemption, local exchange  
20 companies may not impose access charges on ISPs,  
21 therefore, there are no access revenues for  
22 interconnecting carriers to share."

23 Now, in spite of this language and similar  
24 language by the FCC over the years, in prefiled  
25 testimony, Mr. Varner contends that the arrangements

1 between BellSouth and ICG with respect to Internet  
2 service providers is such that BellSouth and ICG are  
3 jointly providing exchange access and BellSouth is  
4 entitled to a share of the revenues that ICG receives  
5 from those ISPs.

6 In other words, they are now saying, if anything,  
7 ICG would owe BellSouth, not the other way around.  
8 And my point simply is there is no room in either the  
9 issue framed by ICG or the position taken by BellSouth  
10 for that contention. It is out of bounds. And that  
11 is not surprising, because BellSouth never raised  
12 during any of the negotiations that preceded the  
13 filing of petitions for arbitration by ICG in this  
14 case or others. I submit that is because it had no  
15 notion it was going to raise this contention.

16 I think we see a strategy here. BellSouth wants  
17 to place testimony that creates the appearance that  
18 there is some sort of competing or countervailing  
19 argument so that if we go this way and they say go  
20 that way, maybe the Commission will think zero in the  
21 middle is an appropriate resolution. But there is no  
22 exemption under the act for audacity, and I think once  
23 you see the limits placed by the act and the nature of  
24 the contention by BellSouth you will have to agree  
25 that this should be stricken.

1           Now, because of the timing of and the sequence of  
2 events in this case, we were compelled to file  
3 rebuttal testimony. And Mr. Starkey will, if needed,  
4 demonstrate that this contention by BellSouth turns  
5 the FCC's treatment of ISP traffic on its head. But  
6 our point for purposes of this motion is that we  
7 shouldn't have to go that far because it is simply not  
8 contemplated by either the issue raised or the  
9 position taken.

10           In its response, BellSouth says, well, what Issue  
11 1 really does is set up a neutral question of  
12 intercarrier compensation, and they are free to say it  
13 should go this direction or that direction. But there  
14 is simply no room in the plain meaning of the words  
15 used in phrasing that Issue Number 1 for that to be  
16 true. And for that reason we ask you to strike the  
17 testimony, portions of testimony, Mr. Varner's  
18 prefiled testimony that relate to that construct.  
19 That concludes my argument.

20           COMMISSIONER DEASON: Thank you, Mr. McGlothlin.  
21           BellSouth.

22           MR. GOGGIN: Commissioners, before I get to  
23 directly addressing the motion, I would like to answer  
24 a question that Commissioner Clark raised during the  
25 prehearing conference when this motion was heard. She

1 asked whether there were jurisdictional issues that  
2 might affect the outcome of the motion. Certainly we  
3 do contend that there are jurisdictional issues here.  
4 I think even ICG from the tenor of its argument would  
5 argue that there are jurisdictional issues here. They  
6 have argued, for example, that the FCC has taken  
7 jurisdiction over exchange access traffic, and the  
8 implication is that, therefore, this Commission  
9 wouldn't have the power to impose an exchange access  
10 regime on this traffic.

11 We don't think you need to get to that  
12 jurisdictional issue in order to decide this motion.  
13 The question on the motion is very simple. They have  
14 made an argument in support of their conclusion that  
15 this traffic should be treated as local, and that  
16 argument is that there needs to be some intercarrier  
17 compensation mechanism. That the FCC, in their  
18 opinion -- I should say in ICG's opinion -- has said  
19 that this Commission is obligated to adopt an  
20 intercarrier compensation mechanism. In their  
21 testimony they have noted the portions of the FCC's  
22 order that says that that intercarrier compensation  
23 mechanism may be reciprocal compensation. It may be  
24 some other mechanism.

25 BellSouth's position is that this Commission need



1 not adopt any, and, in fact, is precluded from doing  
2 so. But given their argument that a reciprocal  
3 compensation mechanism is needed, they have argued  
4 that the appropriate mechanism is reciprocal  
5 compensation and, therefore, this traffic should be  
6 treated as if it were local. That is how they get to  
7 that conclusion.

8 It would be palpably unfair for this Commission  
9 to strike testimony offered by BellSouth which is  
10 relevant to meeting that argument. In short, we argue  
11 that the conclusion that this traffic should be  
12 treated as local is wrong, and the reason for that is  
13 that an appropriate regime for handling this  
14 intercarrier compensation question would be an  
15 exchange access regime.

16 You needn't consider the question of whether you  
17 have the power to adopt that regime in order to note  
18 that our testimony is offered for the purpose of  
19 proving that their theory is incorrect, and that,  
20 therefore, this traffic should not be treated as  
21 local. To exclude this testimony would be as a  
22 practical matter at this late stage in the trial to  
23 prevent us from presenting testimony to meet their  
24 argument.

25 In Footnote 1 of their motion and in their

1 testimony, they have asserted that the Commission is  
2 obligated to fashion a mechanism for intercarrier  
3 compensation. Given that testimony, it is not unfair  
4 for us to suggest a mechanism for intercarrier  
5 compensation. The fact that it is a different  
6 mechanism than the one that they propose does not make  
7 it beyond the bounds of admissibility for purposes of  
8 this hearing.

9 MR. McGLOTHLIN: Do I have any time at all to  
10 respond to BellSouth's argument?

11 COMMISSIONER DEASON: First of all, I'm not sure  
12 that he is finished.

13 MR. McGLOTHLIN: I'm sorry.

14 MR. GOGGIN: At bottom what we are arguing is  
15 that reciprocal compensation is not the appropriate  
16 mechanism for this exchange access traffic, and the  
17 FCC in its order has indicated that this is exchange  
18 access traffic. It is exempted from exchange access  
19 fees, but it is exchange access traffic that for  
20 certain purposes the FCC has decided to treat as  
21 local. It would be unfair not to allow Mr. Varner to  
22 testify as to why their theory as to how this exchange  
23 access traffic should be treated for intercarrier  
24 compensation purposes is wrong.

25 And, yes, I am finished. Thank you.

1           COMMISSIONER DEASON: Is staff going to  
2 participate in this argument?

3           MR. FORDHAM: No.

4           COMMISSIONER DEASON: Very well. Mr. McGlothlin,  
5 you have about 30 seconds.

6           MR. MCGLOTHLIN: Thank you, sir. First of all,  
7 if BellSouth had any desire to contend that a separate  
8 and different mechanism was more appropriate than the  
9 one we recommended it had an obligation to bring that  
10 out either in negotiations; it did not. In its own  
11 petition; it did not. Or in response to the issue we  
12 raised; it did not.

13           Secondly, based upon the characterization of the  
14 proposal that I just heard from counsel for BellSouth,  
15 I think it is abundantly clear that it is not a real  
16 proposal at all. If they are offering that testimony  
17 only to make the point that we are wrong in our  
18 contention that it should be treated as local, then  
19 there is no room for the proposition that ICG should  
20 divide revenues with BellSouth. Those are the only  
21 comments I have.

22           MR. GOGGIN: I'm sorry, I know it is procedurally  
23 unusual, but may I also have 30 seconds? I would just  
24 like to correct --

25           COMMISSIONER DEASON: Sure.

1           MR. GOGGIN: -- a characterization of what I  
2           said. We argued this it would be relevant to prove  
3           that your theory is wrong, not that we weren't  
4           requesting that this Commission adopt it. Our  
5           position is that the Commission lacks jurisdiction to  
6           adopt either intercarrier compensation mechanism, but  
7           that if this Commission does have jurisdiction over  
8           this traffic, the FCC has clearly said that they can  
9           adopt reciprocal compensation or some other mechanism  
10          and we would argue they could decide to adopt none at  
11          all.

12          COMMISSIONER DEASON: Thank you. Commissioners,  
13          questions?

14          COMMISSIONER CLARK: Yes, let me just ask  
15          BellSouth so I'm clear. You are arguing that -- well,  
16          as I understand it, you are arguing that you should be  
17          able to put on testimony regarding the costs and how  
18          it should be compensated. And as I understand it, it  
19          would be an interstate interexchange charge, is that  
20          right?

21          MR. GOGGIN: It would be an exchange access  
22          charge.

23          COMMISSIONER CLARK: All right. Exchange access  
24          charge. Here is my difficulty. It strikes me that  
25          you are asking for us to listen to testimony that

1 recommends a pricing or compensation mechanism that we  
2 would not have authority to implement because it would  
3 be interstate in nature.

4 MR. GOGGIN: Again, we are getting into two  
5 different issues, one of which is the jurisdictional  
6 issue --

7 COMMISSIONER CLARK: I want an answer to that  
8 question. Are you arguing a compensation mechanism  
9 that we are without authority to impose?

10 MR. GOGGIN: We believe that the FCC has clearly  
11 defined this traffic as interstate. We believe that  
12 the FCC --

13 COMMISSIONER DEASON: Mr. Goggin, I'm going to  
14 put you on the same limits that we put witnesses.  
15 When you are asked a yes or no question, answer the  
16 question yes or no and then you can explain.

17 MR. GOGGIN: I believe your question was are we  
18 proposing an intercarrier compensation mechanism that  
19 we contend you don't have the jurisdiction to impose.

20 COMMISSIONER CLARK: Yes.

21 MR. GOGGIN: The answer to that question is yes.

22 COMMISSIONER DEASON: Now, please explain.

23 MR. GOGGIN: We also do not believe you have the  
24 jurisdiction to impose reciprocal compensation as an  
25 intercarrier compensation mechanism. We believe the

1 FCC has clearly defined this traffic as interstate in  
2 nature, that the FCC retained jurisdiction over it.  
3 It has issued an NPRM in which indicates that it is  
4 going to adopt an intercarrier compensation mechanism.  
5 It has indicated that the reason why this exchange  
6 access traffic is treated as local for certain  
7 purposes is because the FCC in exercising its  
8 interstate regulatory obligations has deemed that it  
9 should be treated in that manner.

10 The portions of the declaratory ruling in which  
11 this Commission suggests that state commissions should  
12 adopt an intercarrier compensation mechanism in the  
13 interim is we contend beyond the power of the FCC to  
14 do. The Congress has determined which parts of the  
15 telecommunications network nationally can be regulated  
16 by the states. It carved out local telecommunications  
17 in the communications act and reserved that to the  
18 states. We don't believe that an administrative  
19 agency like the FCC can delegate regulatory authority  
20 over interstate telecommunications to a state  
21 commission absent some express statutory authority to  
22 do so.

23 COMMISSIONER DEASON: So you are saying we are  
24 without jurisdiction to do anything on this issue.

25 MR. GOGGIN: That is a legal argument that we are

1 making. The testimony that we have offered is offered  
2 because it stands to reason that this Commission might  
3 conclude we are wrong on the jurisdictional issue and  
4 it might conclude that not only does it have the power  
5 to adopt an intercarrier mechanism, but it is  
6 obligated to do so as ICG would argue.

7 In that circumstance, given that the traffic is  
8 interstate to begin with, if you conclude that you  
9 have jurisdiction to impose an intercarrier  
10 compensation mechanism, you will be doing so with the  
11 knowledge that this is interstate traffic which  
12 ordinarily would be regulated by the FCC, and after  
13 the NPRM becomes a rule will again be regulated by the  
14 FCC. You are doing so -- you are standing in the  
15 shoes of the FCC so to speak.

16 Given that you are doing so, we believe you have  
17 jurisdiction either to declare that this interstate  
18 traffic should be treated as if it were local and  
19 adopt a reciprocal compensation regime, or you would  
20 have jurisdiction to declare that this interexchange  
21 access traffic should be treated as interexchange  
22 access traffic and impose an exchange access regime.  
23 If the FCC has delegated this authority to you to act,  
24 then you must have the same authority to act that the  
25 FCC would have.

1           But even if you determine that you have  
2 jurisdiction to impose reciprocal compensation but you  
3 do not have jurisdiction to impose an exchange access  
4 regime, that doesn't affect the outcome of this  
5 motion. This testimony is relevant to show that their  
6 argument is wrong. They are arguing that reciprocal  
7 compensation is the proper mechanism, and they are  
8 arguing this because as I say there is no other way  
9 for them to recover costs. We have stated in our  
10 testimony that there is another form of intercarrier  
11 compensation that will be more appropriate and,  
12 therefore, reciprocal compensation as a policy matter  
13 would be a bad idea. And that, therefore -- getting  
14 back to the issue he has got up there -- you should  
15 not agree to treat this traffic as local.

16           There is no reason why this testimony is not  
17 relevant, even if you decide that the solution that we  
18 propose cannot be adopted by this Commission, the  
19 testimony is nevertheless relevant to show that their  
20 recommendation would be unwise.

21           One other factual point I just want to straighten  
22 out. I know Mr. McGlothlin was not at the mediations  
23 in Alabama, I know he wasn't present at the contract  
24 negotiations, and I know that he wasn't present at the  
25 arbitration in North Carolina, but BellSouth has



1 proposed this idea before. BellSouth presented  
2 testimony on this idea in North Carolina, and  
3 BellSouth discussed this idea within the mediation in  
4 Alabama, and I know that Mr. McGlothlin wasn't there,  
5 but we have two people here who were there.

6 MR. MCGLOTHLIN: I'm sure Mr. Goggin will  
7 acknowledge that those conversations took place after  
8 negotiations and after the petition for arbitrations  
9 were filed.

10 MR. GOGGIN: In fact, they did take place after  
11 the petitions were filed.

12 MR. MCGLOTHLIN: Thank you, sir.

13 MR. GOGGIN: But there is --

14 COMMISSIONER JACOBS: If I can go back for a  
15 moment to the point you just made. Your critical  
16 argument is that it shouldn't be local, and if we go  
17 with your argument that takes us out of the whole  
18 realm of trying to figure out some kind of  
19 compensation mechanism, doesn't it?

20 MR. GOGGIN: Well, yes, it does. And in its --

21 COMMISSIONER JACOBS: I'm sorry, go ahead.

22 MR. GOGGIN: In its declaratory order in Footnote  
23 87, the Commission made it abundantly clear that for  
24 purposes of Section 251(b)(5) of the  
25 telecommunications act, which is the reciprocal

1 compensation provision, this traffic is not local.  
2 Section 251(b)(5) and the portions of the local  
3 competition order that define further Section  
4 251(b)(5), do not govern this traffic. So if this  
5 Commission is adopt an intercarrier compensation  
6 mechanism for this traffic it must do so on some other  
7 basis. It can agree according to the FCC to treat  
8 this traffic as if it were local, but as a factual  
9 matter and as a jurisdictional matter it is not local.

10 Now, if the Commission, as you suggest, were to  
11 determine that it shouldn't be treated as local, then,  
12 yes, the issue would go no further. But, that is not  
13 the issue in this motion. The issue in this motion is  
14 is this testimony relevant and, therefore, admissible,  
15 or is it irrelevant and, therefore, inadmissible. You  
16 needn't reach the question of whether you can grant  
17 the interexchange mechanism that we suggest, it is  
18 relevant for the point of showing that the  
19 interexchange mechanism that they suggest is bad  
20 policy.

21 COMMISSIONER DEASON: Further questions,  
22 Commissioners? Is there a motion, or are you looking  
23 for me to make a ruling?

24 COMMISSIONER CLARK: Yes. It's not clear to me,  
25 100 percent clear that it should be stricken. I guess

1           it is relevant with respect to showing -- providing  
2           the rationale as to why it shouldn't be treated as  
3           local and it should be treated as something else. I  
4           guess it's not black and white to me. I can  
5           understand why you might want to provide a background  
6           as to why you are suggesting it is inappropriate to  
7           treat it as local notwithstanding what the FCC may  
8           have done.

9           COMMISSIONER JACOBS: I think its only relevance  
10          is to the extent it provides argument towards local or  
11          not, in terms of trying to adopt --

12          COMMISSIONER DEASON: Well, I agree with that, it  
13          is the only way that it could be determined to be  
14          relevant. I'm looking strictly at the wording of the  
15          issue. And, in essence, the issue is should ISP  
16          traffic be treated as if it were a local call for  
17          purposes of reciprocal compensation. Now, given that  
18          is the wording of the issue, how is it that a proposal  
19          for a new regime for treating this not as local  
20          traffic, but treating it something differently  
21          addresses that strict limited issue? I mean, it seems  
22          to me you can answer this issue without coming up with  
23          an entirely new mechanism and burdening this  
24          Commission with taking extensive testimony and  
25          subjecting us to cross examination on a regime that we

1 can't even implement by your own admission if we were  
2 so inclined to do.

3 MR. GOGGIN: Well, this testimony meets testimony  
4 that has been provided by ICG. It also meets a issue  
5 that they raised in their motion to strike. In  
6 essence, they present policy arguments that, A, an  
7 intercarrier compensation mechanism is needed,  
8 otherwise there will be costs that ICG incurs for  
9 carrying traffic that will go unreimbursed, if you  
10 will.

11 Given that, they next argue that the appropriate  
12 mechanism would be to treat it as -- to handle it  
13 under a reciprocal compensation regime. And that,  
14 therefore, the Commission should conclude that this  
15 traffic should be treated as if it were local. That  
16 is how they reach the conclusion on the issue, which  
17 is should this traffic for purposes of reciprocal  
18 compensation be treated as if it were local.

19 In order to meet that argument that they make in  
20 their testimony and in their complaint, we have made a  
21 similar argument that there may, in fact, be costs  
22 incurred for carrying this traffic. That there are  
23 other ways to cover those costs. You can receive  
24 revenues from the ISP customer. You could envision an  
25 intercarrier compensation regime that would look like

1 an exchange access regime where the ISP would pay the  
2 carriers who share the carriage of this traffic, and  
3 that because this for various policy reasons would be  
4 a more appropriate way to allocate these costs.

5 The Commission should not agree to treat this  
6 traffic as if it were local. The question is not  
7 where do we come out on the conclusion. Certainly we  
8 could agree to disagree on the conclusion by saying,  
9 no, it should not be treated as if it were local. And  
10 we could limit ourselves to making arguments about the  
11 law and why the FCC's order would indicate to us that  
12 it should not be treated as local.

13 Similarly, they could have limited their  
14 arguments to legal arguments about why the FCC's order  
15 in their view encourages state commissions to treat it  
16 as local. But they did not. They made policy  
17 arguments about why this was an appropriate mechanism,  
18 why reciprocal compensation would be an appropriate  
19 mechanism to adopt for policy reasons. It would be  
20 palpably unfair to permit them to make policy  
21 arguments about what the appropriate mechanism should  
22 be and prevent us from doing so in order to show that  
23 what they have said is incorrect.

24 COMMISSIONER DEASON: Well, that raises another  
25 question. To the extent you find it necessary to

1           rebut proposals they have made in their direct case,  
2           why did you not do that in rebuttal as opposed to  
3           having come forward in your direct case with this  
4           whole new methodology and proposal which was not  
5           considered here before and was not listed as an issue?

6           MR. GOGGIN: It is relevant to the issue of  
7           whether it should be treated as local or not.

8           COMMISSIONER DEASON: Does Mr. Varner address the  
9           policy implication of ICG's proposal in his rebuttal  
10          testimony?

11          MR. GOGGIN: It is in his direct. I think he  
12          also addresses it in his rebuttal testimony, yes.

13          COMMISSIONER DEASON: Okay. But the motion to  
14          strike is matters that are contained in Mr. Varner's  
15          direct, is that correct?

16          MR. GOGGIN: I guess another way of putting it is  
17          that the motion that they have raised is that this  
18          testimony should be stricken because it raises an  
19          issue not at issue in the arbitration. It certainly  
20          would be easy, I would think, for the Commission if it  
21          so chooses to disregard the suggestion that it impose  
22          an exchange access regime and yet permit the testimony  
23          to be admitted as relevant and give it the weight that  
24          the Commission might believe that it deserves. To  
25          strike the testimony is a draconian remedy which would

1 create unfairness by depriving us of the opportunity  
2 to make policy arguments as to why this traffic should  
3 not be treated as local when, in fact, they are  
4 permitted to make policy arguments as to why they  
5 believe it should be treated as local.

6 COMMISSIONER DEASON: Yes.

7 MR. MCGLOTHLIN: Mr. Deason, counsel for  
8 BellSouth has had quite a bit more time to elaborate  
9 on his reasoning, could I respond briefly?

10 COMMISSIONER DEASON: No, sir. We are asking him  
11 questions, he is responding to questions. And if you  
12 receive a question you will be allowed to expand on  
13 it, also.

14 Mr. Fordham, do you have any recommendation?

15 MR. FORDHAM: Not a specific recommendation,  
16 Commissioner. We obviously are getting into the  
17 merits of Issue 1 a great deal because it merges with  
18 a motion, but staff does not have a specific  
19 recommendation.

20 COMMISSIONER DEASON: Commissioners, I'm open to  
21 -- I'm not exactly sure what the procedure is here at  
22 this point. It is a motion that supposedly the  
23 presiding office could rule upon, but I'm not inclined  
24 to do so without getting input.

25 COMMISSIONER CLARK: I don't have the motion in

1 front of me. Mr. McGlothlin, can you give me the page  
2 numbers of the direct testimony that you are asking to  
3 be stricken?

4 MR. MCGLOTHLIN: If I may have a moment, please.  
5 The testimony beginning on Line 10, Page 24,  
6 continuing to Line 25, Page 35, inclusive. Some 12  
7 pages.

8 COMMISSIONER DEASON: I have looked through those  
9 sections of the testimony, and it appears what we have  
10 here is the specifics of the proposal that go beyond  
11 what I consider to be responsive to Issue 1. And  
12 BellSouth chose to file their testimony in that way,  
13 and I think they subjected theirself to this motion.  
14 I think to the extent that they needed to present  
15 argument or to present evidence as to why this traffic  
16 should not be considered local, it would be entirely  
17 appropriate. But to go forward at this point, at this  
18 late stage and to come up with an entirely new  
19 mechanism which has not been contemplated, it seems to  
20 me that to be appropriate there should be a separately  
21 identified issue before this Commission presenting  
22 this particular mechanism before the Commission for us  
23 to consider it. That is the trouble that I have. And  
24 I'm inclined to grant the motion to strike, but I'm  
25 certainly willing to have additional input from fellow



1 Commissioners.

2 COMMISSIONER CLARK: I don't have any problem  
3 with that motion, with that decision.

4 COMMISSIONER JACOBS: I agree, as well.

5 COMMISSIONER DEASON: The motion to strike is  
6 granted. Any other preliminary matters?

7 MR. EDENFIELD: I would like a point of  
8 clarification, Commissioner Deason. The intercarrier  
9 plan to which Mr. McGlothlin referred actually begins  
10 on Page 29, Line 18.

11 COMMISSIONER DEASON: We are at the point now of  
12 trying to determine what portions of Mr. Varner's  
13 testimony actually fall within the subject matter of  
14 the motion to strike, and it is your position that it  
15 really doesn't begin until Line 18 of Page 29, is that  
16 correct?

17 MR. EDENFIELD: That is correct, Commissioner  
18 Deason.

19 COMMISSIONER DEASON: Mr. McGlothlin, do you want  
20 to respond to that?

21 MR. MCGLOTHLIN: I disagree. Look at Page 27,  
22 Line 15. Please explain further why a separate  
23 sharing plan is needed for access service provided  
24 ISPs? I stick with the original motion.

25 COMMISSIONER DEASON: I will take this under

1           advisement. Before Mr. Varner takes the stand I will  
2           review this testimony in greater detail, and if there  
3           are portions of the testimony of Mr. Varner which I  
4           believe do address Issue 1 that is the subject of Mr.  
5           McGlothlin's motion, I will make that determination  
6           and advise the parties before Mr. Varner takes the  
7           stand.

8           MR. EDENFIELD: Thank you, Commissioner Deason.

9           COMMISSIONER DEASON: Other preliminary matters.

10          MR. FORDHAM: None by staff, Commissioner.

11          MR. MCGLOTHLIN: We had asked for permission to  
12          make opening statements at the appropriate time.

13          COMMISSIONER DEASON: I did not read that at the  
14          prehearing order, but was that agreed to, Mr. Fordham?

15          MR. FORDHAM: I did not hear the question,  
16          Commissioner.

17          COMMISSIONER DEASON: Opening statements by the  
18          parties.

19          MR. FORDHAM: There was a discussion that they be  
20          allowed opening statements.

21          COMMISSIONER DEASON: That was agreed to at the  
22          prehearing conference?

23          MR. FORDHAM: Yes, it was agreed to in the  
24          prehearing.

25          COMMISSIONER DEASON: Very well. Was there a

1 time limitation?

2 MR. FORDHAM: Five minutes.

3 COMMISSIONER DEASON: Mr. McGlothlin, you may  
4 proceed.

5 MR. MCGLOTHLIN: Commissioners, ICG is a growing  
6 competitive local exchange company that is preparing  
7 to develop a presence in Florida's local exchange  
8 market. To that end, ICG attempted to negotiate with  
9 BellSouth terms of interconnection agreement that  
10 would enable ICG to offer an array of competitive  
11 services throughout BellSouth's service area. Many of  
12 the 26 original issues that emanated from that  
13 negotiation in this case have been resolved or  
14 removed. I want to quickly highlight several that  
15 remain.

16 First, until the FCC adopts a rule on the matter  
17 at some point in the future, will ISP traffic be  
18 included in the reciprocal compensation mechanism  
19 pursuant to which Carrier A compensates Carrier B for  
20 traffic that Carrier B terminates for A and vice  
21 versa. As a carrier that has successfully attracted  
22 numerous ISP customers where it already has  
23 operations, this issue is of critical importance to  
24 ICG, because ISP traffic contributes to a significant  
25 imbalance, if you will, in terms of the greater

1 proportion of traffic that ICG terminates for the  
2 ILEC. ICG would be severely prejudiced if it could  
3 not recover the costs it incurs when it handles a call  
4 that originates on BellSouth's network.

5 Witness Cindy Schonhaut will address the  
6 authority of this Commission to arbitrate the issue in  
7 favor of ICG. She will address the need for this  
8 Commission to act, and she will also identify some of  
9 the adverse policy impacts that would be associated  
10 with excluding ISP traffic from the mechanism. Those  
11 adverse impacts include the effects on the development  
12 of local competition in Florida, and also on the  
13 development of the Internet itself in Florida.

14 Our witness Mr. Starkey will establish that  
15 correctly structured BellSouth should be indifferent  
16 as to whether ISP traffic is in or out of the  
17 mechanism in that BellSouth should incur a cost  
18 whether it terminates the call that originates on its  
19 network or whether it pays ICG to do so. He will then  
20 show that BellSouth has competitive incentives to  
21 resist being a net payor under the mechanism.  
22 Finally, he will show that Mr. Varner's claim is  
23 unfounded.

24 As you hear the evidence, bear in mind these  
25 indisputable points which I believe are givens in this

1 case. Given Number 1: The FCC exempted ISPs from  
2 paying access charge and later observed there are no  
3 access revenues for ISPs from one carrier to share  
4 with another.

5 Secondly, the FCC has said this Commission may  
6 arbitrate this issue by requiring ISP traffic to be  
7 included in the reciprocal compensation.

8 And, thirdly, each time a customer on BellSouth's  
9 network calls ICG's ISP customer, ICG incurs a cost  
10 and BellSouth avoids a cost. BellSouth's refusal to  
11 provide the enhanced extended link, or EEL, at UNE  
12 prices and its refusal to provide the ability to reach  
13 its packet switches except by buying tariffed  
14 transport are separate issues in this case that have a  
15 common theme.

16 Bear in mind, I said earlier that ICG wants to  
17 offer competitive services throughout BellSouth's  
18 service area. The common theme I have in mind is  
19 this: In each of these instances, BellSouth wants to  
20 impose unnecessary costs and unnecessary  
21 inefficiencies that will impede competition. As you  
22 hear our witness, Bruce Holdridge, address the EEL and  
23 the packet switch, ask yourself this question; was the  
24 intent of the 1996 act to require a new entrant to be  
25 competitive only where it duplicates the investment

1 and the facilities of the incumbent that are already  
2 in place?

3 Take the EEL as an example, very quickly. Assume  
4 ICG is collocated in Office A and wants to service a  
5 customer now served out of Office B. By availing  
6 itself of a loop cross-connected to transport  
7 dedicated Office B, ICG could serve that customer  
8 without incurring the expense of a separate  
9 collocation in Office B. That means it would not have  
10 to tie up valuable central office floor space. That  
11 only makes sense.

12 The proposal of ICG is an exercise in efficiency,  
13 but BellSouth says it will offer the EEL only outside  
14 the interconnection agreement and it will not offer  
15 the EEL at UNE or TELRIC rates. The packet switching  
16 may be even a better example, because BellSouth's  
17 packet switches do not reside in every central office.  
18 To provide a competitively priced packet switching  
19 product throughout the area, ICG requires UNE priced  
20 transport. BellSouth wants to impose the tariffed  
21 rate for transport. In a competitive market,  
22 unnecessary inefficiencies and costs can stifle  
23 competition as effectively as a physical or  
24 geographical obstacle.

25 I want to touch on our proposal for a binding

1 forecast very quickly. For a growing company, the  
2 term unbundling is a meaningless phrase if the needed  
3 elements are unavailable. The solution is a provision  
4 for a binding forecast under which we would --

5 COMMISSIONER DEASON: You have one minute.

6 MR. MCGLOTHLIN: Okay. Under a binding forecast  
7 we would selectively administer such a provision and  
8 where circumstances warrant, identify these elements  
9 we are in need of at a particular time. And under  
10 that provision BellSouth would be committed to  
11 provision those elements, but we would be committed to  
12 pay for them whether we use them or not. So our point  
13 that we ask you to understand is that BellSouth would  
14 be held harmless in that situation. We would pay for  
15 the elements and we would have the assurance that it  
16 would be there as the growing system requires them.

17 I will conclude with that. I don't think I  
18 covered every issue, but we will ask that you consider  
19 the evidence as it relates to what I have discussed.

20 COMMISSIONER DEASON: BellSouth.

21 MR. EDENFIELD: Commissioner Deason, I normally  
22 defer to the beginning of my case, but if it is  
23 Florida's procedure to give both at the same time, I'm  
24 happy to go now.

25 COMMISSIONER DEASON: Yes. Please proceed.

1           MR. EDENFIELD: May it please the Commission,  
2           counsel. My name is Kip Edenfield and I represent  
3           BellSouth in this proceeding. In the next few minutes  
4           I want to give you a brief overview of the remaining  
5           issues from BellSouth's perspective.

6           I want to start my customer by looking at the  
7           standard for arbitration which is set forth in Section  
8           252(c) of the Telecommunications Act of 1996, which  
9           provides, "In resolving by arbitration under  
10          Subsection B, any open issues and imposing conditions  
11          upon the parties to the agreement, a state commission  
12          shall ensure that such resolution and conditions meet  
13          the requirements of Section 251, including the  
14          regulations prescribed by the Commission pursuant to  
15          Section 251."

16          In short, the Commission's standard for  
17          conducting arbitrations is that it must -- any  
18          condition or obligation that it imposes must be a  
19          condition or obligation under Section 251 of the  
20          telecommunications act. If ICG or any ALEC, for that  
21          matter, cannot establish that the relief it seeks is a  
22          requirement under Section 251, then as a matter of law  
23          the Commission must deny the requested relief. This  
24          take us to the first two issues.

25          The first issue is binding forecast. The second



1 issue is volume and term discounts. You will hear  
2 evidence in this proceeding from both sides that  
3 Section 251 of the Telecommunications Act of 1996 does  
4 not require BellSouth to provide in any form or  
5 fashion binding forecasts or volume and term  
6 discounts. Therefore, BellSouth submits that it will  
7 be improper for this Commission to order BellSouth to  
8 implement such arrangements as binding forecasts and  
9 volume and term discounts.

10 Moving to the enhanced extended loop, or EEL,  
11 which is a combination of loop and transport, there  
12 are three primary reasons why the Commission should  
13 deny the relief sought by ICG. First, the Commission  
14 has a generic UNE docket currently set for hearing in  
15 less than two months to address these issues. One of  
16 the primary reasons for implementing the generic UNE  
17 docket was to avoid piecemeal consideration of UNE  
18 issues. That is precisely what ICG is asking the  
19 Commission to do.

20 The second reason is that ICG will not be  
21 prejudiced by putting this decision off to the UNE  
22 docket because currently ICG does not do business in  
23 the State of Florida. They do not provide  
24 facilities-based or resale services in Florida.  
25 Therefore, it is inconceivable that they would be

1 prejudiced by having UNE issues considered in one  
2 docket where all parties can be heard, not just the  
3 two today.

4 Finally, the FCC should release its rule on 319,  
5 which is the UNE decision, in the next couple of  
6 weeks. Again, as ICG does not do business here, it  
7 would be more prudent to wait and let's see what the  
8 FCC has to say on these UNE issues prior to the  
9 involving in a painstaking and time consuming effort  
10 to resolve these issues which may, in fact, be either  
11 negated or somehow have to be modified depending on  
12 what the FCC ultimately determines a UNE to be.

13 The last two issues are tandem switching and  
14 reciprocal compensation, which are in certain ways  
15 interrelated. What ICG is asking the Commission to do  
16 is to pay -- or require BellSouth to pay ICG a tandem  
17 switching rate for ICG's end office switching  
18 functions. This Commission on two prior occasions has  
19 addressed this issue, and has determined that since  
20 the functions of end office switching are not the same  
21 as tandem switching that you are not entitled to the  
22 tandem switching rate. And BellSouth would request  
23 that the Commission remain consistent and adopt its  
24 prior rulings.

25 In addition, ICG will not be able to present any

1 evidence in this proceeding supporting its allegations  
2 as to the functions of their end offices in Florida,  
3 because, again, they don't do business in Florida.  
4 Therefore, given there is a complete lack of evidence  
5 that can be presented, their request at this time to  
6 require BellSouth to pay tandem switching for their  
7 end office switching functions is inappropriate.

8 The final issue is reciprocal compensation. I  
9 think it is important for the Commission to note that  
10 this is not the same issue that it has addressed in  
11 prior proceedings. This is not an interpretation of  
12 an existing interconnection agreement. And in the  
13 Commission's prior decisions where they had ruled  
14 against BellSouth they had determined that BellSouth  
15 had manifested some intent to actually pay reciprocal  
16 compensation for this traffic. Obviously in this  
17 proceeding you are being asked to determine a  
18 going-forward mechanism, not interpret an existing  
19 agreement. Obviously the parties do not intend to pay  
20 this traffic, and BellSouth's intent is pretty well  
21 known by this point, so what you are being asked to do  
22 in the interim before the FCC releases its decision on  
23 how it is going to handle this ISP traffic is the  
24 Florida Commission going to implement an interim  
25 mechanism for the payment of that traffic, and if so,

1 what will that mechanism look like.

2 There have been two recent Commission decisions  
3 on this issue of going forward. One is actually  
4 Florida, the other is South Carolina. In Florida in  
5 Media One you were asked to consider this same issue,  
6 and that is what will be the interim intercarrier  
7 compensation mechanism. And, in fact, you heard the  
8 evidence that frankly was just removed was heard by  
9 the Commission in the Media One case.

10 This Commission based on a number of factors has  
11 determined that it is going to sit and wait and what  
12 the FCC does and is not going to implement an interim  
13 mechanism while it does that. I would request that  
14 the Commission take the same path here. The other  
15 decision is out of South Carolina, which you took --

16 COMMISSIONER CLARK: Let me interrupt you just a  
17 minute. Did we provide for a continuation of the  
18 compensation provided in the previous agreement in the  
19 Media One?

20 MR. EDENFIELD: My recollection of the exact  
21 order was that the parties were to continue as they  
22 had, but there really was no evidence as to how they  
23 had been proceeding. And as I recall the discussions  
24 held by the Commission, the issue was Media One did  
25 not really object to waiting and seeing what the FCC

1 was going to do, so the Commission decided to, okay,  
2 that's fine, we will let you continue status quo until  
3 the FCC actually makes a termination.

4 COMMISSIONER CLARK: Okay. What was the status  
5 quote? Was BellSouth paying compensation to Media  
6 One?

7 MR. EDENFIELD: BellSouth was not paying  
8 compensation to Media One. Has not and did not. But  
9 I don't know that equates to an agreement among the  
10 parties to not pay, if you understand. I don't want  
11 to misrepresent Media One's position.

12 Moving along. South Carolina recently heard the  
13 same issue of an intercarrier compensation mechanism,  
14 and has determined that it is not appropriate for such  
15 a mechanism because the traffic is interstate traffic  
16 and has declined. Those are the only two decisions in  
17 BellSouth territory of which I am aware. I think that  
18 ICG's position --

19 COMMISSIONER DEASON: Your time has expired, and  
20 I ask you to wrap it up quickly.

21 MR. EDENFIELD: With that then I will stop. I  
22 don't want to exceed my time. Thank you.

23 COMMISSIONER DEASON: Thank you. Does staff have  
24 any opening argument?

25 MR. FORDHAM: No, Commissioner.

1           COMMISSIONER DEASON: Very well. I think we have  
2 exhausted all the preliminary matters, hopefully. I'm  
3 going to ask all witnesses that are present and have  
4 prefiled tomorrow to please stand and raise your right  
5 hand.

6           (Witnesses sworn.)

7           COMMISSIONER DEASON: Thank you. Please be  
8 seated. Mr. McGlothlin, you may call your first  
9 witness.

10          MR. MCGLOTHLIN: Ms. Kaufman will sponsor the  
11 first witness.

12          COMMISSIONER DEASON: Ms. Kaufman.

13          MS. KAUFMAN: ICG will call Mr. Philip Jenkins to  
14 the stand.

15 Thereupon,

16                                   PHILIP W. JENKINS

17 was called as a witness on behalf of ICG Telecom Group,  
18 Inc., and having been previously sworn, was examined and  
19 testified as follows:

20                                   DIRECT EXAMINATION

21 BY MS. KAUFMAN:

22           Q        Would you state your name for the record, please?

23           A        Philip W. Jenkins.

24           Q        And on whose behalf are you appearing in this  
25 proceeding?

1 A ICG.

2 Q Mr. Jenkins, did you cause to be filed some  
3 direct testimony in this proceeding?

4 A Yes.

5 MS. KAUFMAN: Commissioners, Mr. Jenkins is one  
6 of the witnesses who some of his direct testimony has  
7 been removed, so if you will refer to that packet he  
8 has very few pages remaining in his direct.

9 BY MS. KAUFMAN:

10 Q Mr. Jenkins, if I asked you the questions  
11 remaining in your direct testimony this morning, would your  
12 answers be the same?

13 A Yes, they would.

14 Q Did you also cause to be filed rebuttal testimony  
15 in this case?

16 A Yes, I did.

17 Q And you filed five pages of rebuttal testimony,  
18 correct?

19 A Correct.

20 Q If I asked you those questions today, would your  
21 answers be the same?

22 A Yes.

23 MS. KAUFMAN: Commissioner, I would ask that Mr.  
24 Jenkin's direct and rebuttal testimony with the  
25 portions excised as we have indicated, be inserted in

1 the record as though read.

2 COMMISSIONER DEASON: Without objection?

3 MR. GOGGIN: No objection.

4 COMMISSIONER DEASON: It shall be so inserted.

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25



1                   **BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

2                   **DIRECT TESTIMONY OF PHILIP W. JENKINS**

3                   **ON BEHALF OF ICG TELECOM GROUP, INC.**

4                   **DOCKET NO. 990691-TP**

5       **Q.     PLEASE STATE YOUR NAME, BUSINESS ADDRESS, AND POSITION**  
6       **WITH ICG TELECOM GROUP, INC. ("ICG").**

7       A.     My name is Philip W. Jenkins. I have been employed by ICG as the Senior  
8       Director of Engineering and Operations for the Southeast Region since August 1997.  
9       My business address is 50 Glenlake Parkway, Suite 500, Atlanta, Georgia.

10      **Q.     PLEASE GIVE A BRIEF DESCRIPTION OF YOUR BACKGROUND AND**  
11      **PROFESSIONAL EXPERIENCE.**

12      A.     I have worked in the telecommunications industry for over twenty years. Prior  
13      to becoming Senior Director of Engineering and Operations for ICG, I was the  
14      director of Network Engineering for Time Warner Communications of Tennessee  
15      from 1993 through 1997. From 1991 to 1993, I was a professional engineer for the  
16      telecommunications division of the Public Service Company for the State of  
17      Wisconsin. During the period of 1977 to 1991, I worked in an engineering capacity  
18      for all of the following entities: NorLight, Communication Transmission, Inc., Davis  
19      & Associates Consultants, and Rockwell-Collins. Previous to 1977, I was a  
20      technician for Heath/Schlumberger Electronics and served in the U.S. Navy.

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

22      A.     The purpose of my testimony is to describe the collocation and forecasting

1 needs of ICG.

2 **Q. PLEASE DESCRIBE ICG'S OPERATIONS IN THE BELLSOUTH STATES**  
3 **WHERE ICG OPERATES.**

4 A. In BellSouth states, ICG is a facilities-based competitive local exchange  
5 carrier ("ALEC") certified by the Commissions in Alabama, Florida, Georgia,  
6 Kentucky, North Carolina, and Tennessee. ICG maintains operational networks in  
7 the cities of Charlotte, Atlanta, Birmingham, Louisville, and Nashville. ICG is in the  
8 process of establishing an operational network in Miami, Florida.

9 ICG has one or more Lucent 5ESS switches in each of the cities in which it  
10 maintains an operational network. Prior to federal and state legislation permitting  
11 local exchange competition, ICG offered exchange access in some of these cities as  
12 a competitive access provider.

13 **Q. IS ICG COLLOCATED IN ANY BELLSOUTH CENTRAL OFFICES IN THE**  
14 **ABOVE DISCUSSED CITIES?**

15 A. Yes. ICG is virtually collocated in each of these states, except Florida. ICG  
16 intends to collocate with BellSouth in Miami as soon as ICG's network is established  
17 in that city. ICG plans to physically collocate with BellSouth in each of these states  
18 in the near future.

19 **Q. WHY ARE COLLOCATION ISSUES A SUBJECT OF THIS ARBITRATION?**

20 A. Collocation is an integral part of interconnection between carriers. As has  
21 been apparent since the Telecommunications Act of 1996 ("1996 Act") was enacted,  
22 the promise of competition would be severely curtailed without the collocation of

1 ALEC equipment in BellSouth's central office on efficient and non-restrictive terms.  
2 Today, collocation is essential to the development and deployment of innovative new  
3 technologies necessary to meet the ever-increasing demand for high-speed,  
4 high-capacity advanced services.

5 **Q. WHAT COLLOCATION ISSUES DOES ICG BELIEVE THE COMMISSION**  
6 **MUST ADDRESS IN THIS PROCEEDING?**

7 A. The collocation issues before this Commission concerns whether or not  
8 BellSouth is providing collocation to ICG with rates, terms, and conditions that are  
9 consistent with the Communications Act of 1934, as amended by the 1996 Act  
10 (together "the Act"). Section 251(c)(6) of the Act requires incumbent LECs to  
11 "provide, on rates terms and conditions that are just, reasonable, and  
12 nondiscriminatory, for physical collocation of equipment necessary for  
13 interconnection or access to unbundled network elements at the premises of the local  
14 exchange carrier..." (47 U.S.C. Section 251(c)(6).) It is ICG's position that BellSouth  
15 has failed to comply with the Act in that regard.

16 **Q. WHAT POSITIONS DID THE PARTIES TAKE DURING THE NEGOTIATIONS**  
17 **WITH RESPECT TO COLLOCATION ISSUES?**

18 A. ICG's position in the negotiations was, and continues to be, that BellSouth  
19 must comply with the collocation policies and rules set forth in the Federal  
20 Communications Commission's (FCC's) recent Advanced Wireline Service Order,  
21 released on March 31, 1999. Although BellSouth indicated that it would likely  
22 observe the FCC's order, BellSouth did not provide ICG with new language

1 encompassing the policies and rules set forth in the Advanced Wireline Service  
2 Order. In my view, some of the requirements included in BellSouth's draft  
3 agreement, as well as positions taken in the negotiations, may conflict with the FCC's  
4 recent order.

5 **Q. HOW DO ICG AND BELLSOUTH DIFFER ON COLLOCATION?**

6 A. The differences in the positions between ICG and BellSouth primarily concern  
7 ICG's ability to use the space as efficiently as possible. ICG is also concerned that  
8 it have access to its collocation space without having to incur charges for security  
9 escorts.

10 **Q. HOW DOES BELLSOUTH UNDULY RESTRICT USE OF THE PREMISES  
11 WHERE ICG SEEKS TO COLLOCATE ITS EQUIPMENT?**

12 A. ICG's primary concern about access to its collocation space on BellSouth's  
13 premises is the requirement that only "certified vendors" install or maintain equipment  
14 within ICG's collocation space. This means that ICG must incur the cost of hiring a  
15 certified vendor to work on ICG's own equipment in ICG's own collocation space.  
16 Although BellSouth would permit ICG to become a "certified vendor," ICG objects to  
17 the burdensome and possibly anticompetitive process with which ICG must comply  
18 to achieve that objective. To become a certified vendor, an ICG employee would be  
19 required to go through all of the following steps: (1) business viability evaluation;  
20 (2) preliminary staff evaluation; (3) general services contract; (4) quality assurance;  
21 (5) field trials; (6) certification; (7) change in supplier status. In addition, there is a  
22 variety of paperwork that must be completed for each certified vendor candidate.

1 **Q. WHY IS BELLSOUTH'S "CERTIFIED VENDOR" PROCEDURE**  
2 **UNNECESSARY?**

3 A. ICG believes that it is not necessary for ICG personnel to enter into a lengthy  
4 certification program to install and maintain ICG equipment. ICG employees often  
5 have training and experience that exceeds that of their BellSouth counterparts. Many  
6 ICG personnel are former employees of the Bell companies, including BellSouth. As  
7 such, they understand and respect the public switched telephone network and  
8 recognize that ICG and BellSouth have an obligation to work together.

9 **Q. HOW DOES BELLSOUTH'S "CERTIFIED VENDOR" PROCEDURE**  
10 **ADVERSELY IMPACT ICG?**

11 A. One particularly anomalous result of the "certified vendor" procedure is its  
12 impact on gaining access to the collocation space before ICG can physically collocate  
13 there. Before ICG can collocate its equipment in any space, ICG engineers need  
14 repeated access to the space to ascertain how to configure the space to meet ICG's  
15 needs. BellSouth has refused to allow ICG access to the collocation space prior to  
16 the actual collocation of equipment, except for a single visit. However, if ICG  
17 personnel undergo the burdensome "certified vendor" process, ICG can visit the  
18 collocation space without limitation. ICG does not believe that the concerns behind  
19 limiting ICG to a single visit can be significant if ICG can visit the site one hundred  
20 times or more after being "certified." BellSouth's single-visit position denies ICG  
21 access to the collocation space that it should receive in the normal course and forces  
22 ICG to assume the millstone of an unnecessary certification process to visit the site

1 more than once.

2 **Q. HOW ELSE DOES BELLSOUTH'S "CERTIFIED VENDOR" REQUIREMENT**  
3 **INTERFERE WITH ICG'S USE OF ITS COLLOCATION SPACE?**

4 A. Because BellSouth has required collocation projects to be completed by  
5 "certified vendors," there may be situations in which the demand far outstrips the  
6 supply of available vendors who can complete collocation projects. The existing  
7 situation is likely to be further exacerbated now that BellSouth will no longer  
8 construct collocation spaces for its competitors; competitors like ICG will have to hire  
9 a certified vendor – if they can find one that has time available. In some areas, there  
10 may be as few as a half dozen individuals that are certified vendors, despite  
11 escalating demand for their services. In these situations, BellSouth's burdensome  
12 certification requirements become a choking point for the growth of the competitive  
13 market, as potential competitors are delayed in entering the market because they are  
14 unable hire a certified vendor for months at a time. In addition, the certified vendors  
15 are in a position to charge whatever the market will bear, and in some cases this may  
16 cause new entrants to set up shop in other markets with better support for their  
17 business plans.

18 **Q. ARE THERE ANY OTHER ANTICOMPETITIVE CONSEQUENCES**  
19 **RESULTING FROM BELLSOUTH'S "CERTIFIED VENDOR" PROCEDURES?**

20 A. Yes. When ICG desires to connect its equipment with other ALECs who have  
21 collocated with BellSouth at a particular central office, BellSouth has required that  
22 the work be performed, once again, only by a vendor on BellSouth's limited list of

1 “certified vendors” unless the collocation spaces are adjacent to one another. This  
2 restriction is unduly burdensome because the vendors frequently are unavailable,  
3 take too long when scheduled, and are excessively expensive. Further, the work  
4 required for connecting the ALECs equipment is very basic and does not require the  
5 specialized expertise of a certified vendor.

6 **Q. HOW DOES BELL SOUTH UNDULY RESTRICT ACCESS TO THE**  
7 **COLLOCATION PREMISES?**

8 A. Prior to the time that ICG physically collocates at BellSouth’s premises, it  
9 needs to visit the requisite site. There are a number of planning and design issues  
10 that are very difficult, if not impossible, to accomplish without multiple visits to the  
11 collocation site. Despite this reality, BellSouth limits ICG to a single visit to the  
12 premises before ICG collocates there. BellSouth indicated in its negotiations with  
13 ICG that it might permit additional site visits if ICG agreed to pay for a security escort.  
14 If ICG is left with no other alternative to gain the necessary access to the space, it  
15 will be coerced into this arrangement. ICG objects both to the cost of this procedure  
16 as well as the implication inherent in it that ICG is an undesirable interloper from  
17 whom BellSouth requires protection. ICG is a both a customer of BellSouth and a  
18 trusted partner in the use of the public switched network. There is not a sufficient  
19 reason for BellSouth to require ICG either to use a security escort or to pay for that  
20 use. Further, as I have mentioned above, the irrationality of these choices is  
21 emphasized by the fact ICG’s status would somehow change to one where no  
22 security escort to needed and no fee is required if ICG goes through the certification

1 procedure.

2 **Q. DOES ICG HAVE AN ALTERNATIVE TO THE CERTIFIED VENDOR**  
3 **PROGRAM TO PROPOSE?**

4 A. Yes. Because the engineers and technical personnel who ICG would use to  
5 install equipment in the collocation space are employed by ICG precisely because  
6 they have extensive background in the area and familiarity with the relevant  
7 standards, it is not necessary for them to become certified vendors. ICG proposes,  
8 instead, that ICG certify to BellSouth that the employees ICG uses to install  
9 equipment are qualified to do so, and the published standards ICG uses meet or  
10 exceed BellSouth standards. BellSouth would retain the ability to verify ICG  
11 employee qualification through BellSouth's periodic audits of installations. An  
12 additional advantage of this approach is that installations will not be delayed if the  
13 demand for "certified vendors" far outstrips the available supply in a given area. As  
14 an alternative, the Commission should streamline BellSouth's burdensome  
15 certification process either by "certifying" ICG as a company to allow ICG's technical  
16 personnel to work at the collocation space, or by reducing the number of steps in the  
17 process, such as eliminating the business viability evaluation, the preliminary staff  
18 evaluation, or field trial. BellSouth should also be required to allow "provisional"  
19 certification procedures.

20 **Q. IS THERE A NEED TO CONVERT VIRTUAL COLLOCATIONS TO**  
21 **PHYSICAL COLLOCATIONS?**

22 A. Yes. ICG is interested in converting some virtual collocations to physical



1 collocations, either caged or cageless, in the same location where the virtual  
2 collocation exists today, particularly if the expense and effort in doing so would not  
3 outweigh the benefits of the transition. Charges for the transition from virtual to  
4 physical collocation should be minimal, not more than the actual physical labor  
5 involved to make the transition and a records change. All charges should be at  
6 TELRIC-based rates. Unfortunately, ICG's efforts to date to make an inexpensive  
7 and unburdensome transition have been frustrated. BellSouth has refused to allow  
8 virtual and physical collocations to be installed in the same general location in any  
9 central office. BellSouth has unilaterally, and without justification, represented that  
10 if ICG is to convert a collocation from virtual to physical, it would have to start from  
11 scratch with the application process and, if approved, move its collocation site to a  
12 different room or floor of the central office. BellSouth has asserted that the move is  
13 necessary because ICG's equipment in a virtual collocation is commingled with that  
14 of BellSouth's and therefore, a virtual collocation cannot be converted to a physical  
15 collocation in the same location. It is not clear whether the equipment used in the  
16 virtual collocation can be removed from BellSouth's equipment. If the equipment  
17 cannot be removed, ICG would want to be reimbursed by BellSouth for no longer  
18 being able to use equipment once owned by ICG and required by BellSouth to be  
19 sold at less than fair value in order to achieve physical collocation. In addition,  
20 BellSouth's assertion that a virtual collocation cannot be converted to a cageless  
21 collocation is untenable as, in many situations, ICG's equipment has not been  
22 commingled with BellSouth's equipment. ICG's equipment was installed with the

1 equipment of other ALECs in a separate row or location and can be removed or  
2 converted to a cageless environment without incident to BellSouth.

3 **Q. HOW SHOULD THE COMMISSION ADDRESS ICG'S CONCERNS ON THE**  
4 **TRANSITION TO PHYSICAL COLLOCATION?**

5 A. The Commission should require BellSouth to cease putting up roadblocks to  
6 the transition from initial to physical collocation. The Commission should mandate  
7 that such transition occur within no more than 30 days after ICG's request. In  
8 addition, the Commission should declare that the charges for such a transition be  
9 limited to those for the actual physical labor involved in the transition and a records  
10 change – both to be billed at TELRIC rates.

11 **Q. DOES BELLSOUTH PERMIT ICG TO SUBLEASE EQUIPMENT IN**  
12 **"CAGELESS" COLLOCATION SPACE ASSIGNED TO ICG?**

13 A. No. BellSouth has agreed to permit ICG to sublease "caged" collocation space  
14 or the equipment located there, but has informed ICG that equipment located in  
15 cageless space cannot be subleased. ICG believes that this restriction impermissibly  
16 precludes its ability to partner with other telecommunications carriers and sublease  
17 or share equipment. This restriction, therefore, contributes to the growing potential  
18 of space exhaustion in BellSouth's central offices. The Commission should permit  
19 subleasing of equipment.

20 **Q. WHAT ARE ICG'S FORECASTING NEEDS?**

21 A. As ICG grows and expands its services, there may be instances where ICG  
22 is willing to commit to a binding forecast to insure that BellSouth's network can

1 support ICG's traffic requirements. This may be particularly true in congested wire  
2 centers and tandem offices. Like many other carriers, ICG's traffic has grown  
3 significantly over the past several years. ICG expects that its traffic requirements will  
4 continue to expand in the immediate future. To guarantee that ICG will have the  
5 requisite capacity on BellSouth's networks as ICG's traffic requirements expand, ICG  
6 believes that it is necessary to enter into a binding forecast with BellSouth as part of  
7 the interconnection agreement between the parties. Pursuant to a binding forecast,  
8 ICG will pay BellSouth for making the increased capacity available in stages, whether  
9 or not ICG actually fills that capacity. The benefit for BellSouth is that it can build out  
10 its network without fearing that it will not be able to recoup its investments if the  
11 forecasts in the interconnection agreement are inaccurate. ICG would cover  
12 BellSouth's costs in the event ICG fell short of the binding forecast. Therefore, the  
13 Commission should direct BellSouth to enter into a binding forecast with ICG within  
14 the context of the interconnection agreement between the parties.

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

16 **A. Yes.**

17

18

19

20

21

22

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**  
**REBUTTAL TESTIMONY**  
**OF**  
**PHILIP JENKINS**  
**ON BEHALF OF ICG TELECOM GROUP, INC.**  
**DOCKET NUMBER 990691-TP**

**Q. ARE YOU THE PHILIP JENKINS WHO HAS PROVIDED DIRECT TESTIMONY IN THIS PROCEEDING?**

A. Yes, I am.

**Q. WHAT IS YOUR PURPOSE IN TESTIFYING TODAY?**

A. I would like to take this opportunity to rebut the argument made by BellSouth's witnesses in response to ICG's petition for arbitration and related direct testimony, specifically, the binding forecast issue.

**Q. ARE THERE OTHER ISSUES YOU ADDRESSED IN YOUR DIRECT TESTIMONY THAT SUBSEQUENTLY HAVE BEEN SETTLED BY ICG AND BELL SOUTH?**

A. Yes, in my direct testimony, I addressed several issues relating to collocation. Those issues have been settled, and so there is no need for me to rebut the arguments made by BellSouth witnesses on those issues in their direct testimony.

**Q. HAVE YOU REVIEWED MR. VARNER'S TESTIMONY CONCERNING BINDING FORECASTS?**

A. Yes.

1 Q. DO YOU UNDERSTAND BELL SOUTH'S POSITION AS DESCRIBED BY  
2 MR. VARNER?

3 A. No. I do not understand BellSouth's reluctance to agree to ICG's request. ICG  
4 is not asking BellSouth to take any risk. ICG is willing to commit to BellSouth for a  
5 specified volume of interconnection trunks as a part of a binding forecast - whether  
6 or not ICG's traffic volume achieves the forecasted levels. If the traffic volume falls  
7 short of the forecast, ICG will pay BellSouth its full cost for the unused trunks. In  
8 other words, ICG will take all of the risk, BellSouth will assume no risk.

9 Q. CAN YOU EXPLAIN ICG'S PROPOSAL MORE SPECIFICALLY?

10 A. Yes. ICG relies primarily on direct end office trunks to deliver traffic from  
11 BellSouth end offices to ICG's switch. Trunks from BellSouth to ICG are BellSouth's  
12 responsibility to provision, pay for and administer. These direct end office trunks from  
13 BellSouth to ICG are the trunks for which ICG would like to enter into binding  
14 forecasts.

15 ICG provides BellSouth with quarterly traffic forecasts now. These forecasts  
16 assist BellSouth in planning the growth of its network to meet ICG's needs. However,  
17 BellSouth is currently under no obligation to respond to ICG's forecasts. BellSouth  
18 may choose not to provision additional trunking to ICG even though ICG's forecast  
19 suggests additional trunks are or soon will be needed. Also, while BellSouth may  
20 ultimately augment these trunk groups, it may not do so in time to meet ICG's needs.  
21 Under ICG's proposal for a binding forecast, in exchange for ICG's commitment to  
22 specific traffic forecasts, BellSouth would be obligated to provision the trunking

1 necessary to carry the traffic volume specified. Ordinarily trunks from BellSouth to  
2 ICG are BellSouth's financial responsibility. However, ICG is willing to agree to pay  
3 BellSouth for any trunks provisioned under a binding forecast which are not utilized.  
4 Were there to be such a shortfall, ICG believes that it would be only temporary and  
5 that traffic volume would soon catch up to the forecast level.

6 **Q. DOES ICG WANT TO MAKE ALL OF ITS FORECASTS BINDING**  
7 **FORECASTS?**

8 A. No. ICG simply wants the option to require binding forecasts. We do not  
9 anticipate that this provision would be used in every instance. In many cases, ICG  
10 would continue to provide BellSouth with non-binding traffic forecasts to assist  
11 BellSouth in planning. ICG would only use the binding forecast option where (i) it  
12 was confident of substantial additional growth and (ii) it was concerned that, without  
13 a binding commitment by BellSouth to timely provision the necessary trunks, there  
14 would be an unacceptable risk of blockage of incoming calls to ICG's network.

15 **Q. WHY ARE BINDING FORECASTS NECESSARY?**

16 A. With a binding forecast, ICG will be assured that whatever additional trunking  
17 is dictated by its forecast will be provided by BellSouth. Binding forecasts will  
18 provide ICG and its customers with the certainty that the network, specifically  
19 BellSouth's trunking to ICG, will handle reasonably foreseeable traffic volumes.  
20 Again, ICG is willing to assume all of the risk that its traffic volume will not meet its  
21 projections. BellSouth will be paid in full for any trunks called for in the forecast if  
22 they are not utilized by ICG on the schedule indicated in the forecast. Under these

1 conditions, I do not understand BellSouth's unwillingness to agree to ICG's proposal.

2 **Q. ARE YOU AWARE WHETHER BELL SOUTH HAS EVER OFFERED TO**  
3 **PROVIDE BINDING FORECASTS TO ALECs?**

4 A. Yes. I am aware of at least one agreement (there may be more) in which  
5 BellSouth has agreed to provide binding forecasts. In its agreement with KMC  
6 Telecom, BellSouth agreed to the following language:

7 **20.3 Exchange of Traffic Forecasts**

8 Thirty (30) days after the Interconnection Activation [sic] Date and  
9 each month during the term of this Agreement, each Party shall provide  
10 the other Party with a rolling, six (6) calendar month, non-binding  
11 forecast of its traffic and volume requirements for the services and  
12 Network Elements provided under this Agreement in the form and in  
13 such detail as agreed by the Parties. Notwithstanding Section 31.0,  
14 the Parties agree that each forecast provided under this Section 20.3  
15 shall be 'Proprietary Information' under Section 31.0."

16 **20.4 Binding Traffic Forecasts**

17 Any Party that is required pursuant to this Agreement to provide a  
18 forecast (the 'Forecast Provider') or the Party that is entitled pursuant  
19 to this Agreement to receive a forecast (the 'Forecast Recipient') with  
20 respect to traffic and volume requirements for the services and  
21 Network Elements provided under this Agreement may request in  
22 addition to non-binding forecasts required by Section 20.3 that the

1 other enter into negotiations to establish a forecast (a 'Binding  
2 Forecast') that commits such Forecast Provider to purchase, and such  
3 Forecast Recipient to provide, a specified volume to be utilized as set  
4 forth in such Binding Forecast. The Forecast Provider and Forecast  
5 Recipient shall negotiate the terms of such Binding Forecast in good  
6 faith and shall include in such Binding forecast provisions regarding  
7 price, quantity, liability for failure to perform under a Binding Forecast  
8 and any other terms desired by such Forecast Provider and Forecast  
9 Recipient. Notwithstanding Section 31.0, the Parties agree that each  
10 forecast provided under this Section 20.4 shall be deemed 'Proprietary  
11 Information' under Section 31.0.

12 There is no reason similar language should not be included in the ICG agreement.  
13 To not include it would be discriminatory.

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

15 **A.** Yes, it does.

16

17

18

19

20

21

22



1 BY MS. KAUFMAN:

2 Q Mr. Jenkins, you do not have any exhibits, do  
3 you?

4 A No, I do not.

5 Q Have you prepared a summary of your testimony?

6 A Yes, I have.

7 Q Would you please give it.

8 A Good morning, Commissioners. My direct and  
9 rebuttal testimony addresses ICG's need to be able to enter  
10 into binding forecasts with BellSouth. Like many other  
11 carriers, ICG's traffic has grown significantly over the  
12 past several years. To guarantee that ICG will have the  
13 requisite capacity on BellSouth's network as ICG's traffic  
14 requirements expand, ICG wants to include in its  
15 interconnection agreement the option to enter into binding  
16 forecasts.

17 Based on our historical experience, BellSouth  
18 provides direct end office trunks to deliver traffic from  
19 BellSouth end offices to ICG's switch. These direct end  
20 office trunks from BellSouth to ICG are the trunks for which  
21 ICG would like to enter into binding forecasts. Quarterly  
22 forecasts by ICG will benefit BellSouth in planning the  
23 growth of its network to meet ICG's needs.

24 Currently, BellSouth is under no obligation to  
25 provide any capacity in response to ICG's forecasts.

1 BellSouth may choose not to provision additional BellSouth  
2 trunking to ICG, even though ICG's forecast state additional  
3 trunks are or soon will be needed to carry traffic to ICG  
4 customers. Also, while BellSouth may ultimately augment  
5 these trunk groups, it may not do so in time to meet ICG's  
6 needs.

7 Ordinarily, the cost for the trunk from BellSouth  
8 to ICG are BellSouth's responsibility. To ensure that ICG  
9 customers can be reached via BellSouth's end officers, ICG  
10 is willing to commit to a binding forecast for terminating  
11 trunks so that if the trunks are not required in response to  
12 ICG's forecast then ICG will pay BellSouth for them.

13 Under ICG's proposal for a binding forecast, in  
14 exchange for ICG's commitment to make specific traffic  
15 forecasts, BellSouth would be obligated to provision the  
16 trunking necessary to carry the traffic volume specified.  
17 ICG is not asking BellSouth to take any risk. ICG is  
18 willing to commit to BellSouth for a specified volume of  
19 interconnection trunks as part of a binding forecast whether  
20 or not ICG's traffic volume ever achieves this forecasted  
21 level. If the traffic volume falls short of the forecast,  
22 ICG will pay BellSouth its full rate for the unused trunks.

23 In other words, ICG will take all of the risk.  
24 BellSouth will assume no risk. This is a win/win situation.  
25 This concludes my summary.

1 MS. KAUFMAN: Mr. Jenkins is available for cross  
2 examination.

3 COMMISSIONER DEASON: BellSouth.

4 MR. KITCHINGS: Good morning, I'm Langley  
5 Kitchings.

6 CROSS EXAMINATION

7 BY MR. KITCHINGS:

8 Q Good morning, Mr. Jenkins.

9 A Good morning, Mr. Kitchings.

10 Q I just have a couple of questions for you this  
11 morning. Isn't it correct that ICG does not yet have an  
12 operational network in Florida?

13 A That is correct. However, ICG has plans to enter  
14 into the Miami market in the first or second quarter of the  
15 year 2000. We have also expended time and money in  
16 obtaining the real estate for a switch site and we have also  
17 hired personnel to man that location.

18 Q I believe your testimony states, and you stated  
19 again in your summary that BellSouth is currently under no  
20 obligation to provide binding forecasts to ICG, is that  
21 correct?

22 A Yes, that is correct.

23 Q So, therefore, there is no provision in the  
24 current interconnection agreement between our companies  
25 which would provide for binding forecasts?

1           A       No, sir, there is not. And it has caused us some  
2 difficulties in other markets.

3           Q       Isn't it true, Mr. Jenkins, that there is no  
4 requirement contractually, legally, or otherwise which  
5 requires BellSouth to provide binding forecasts?

6           A       That is true, there is no requirement. However,  
7 the entire purpose of the 1996 Telecom Act is to foster  
8 competition. An integral part of fostering that competition  
9 is to ensure that the necessary facilities are in place to  
10 provide services to customers, to serve your customers.

11          Q       Mr. Jenkins, I would refer you, sir, to the -- I  
12 believe it is the next to the last page of your rebuttal  
13 testimony. Specifically, sir, Pages 4 and 5. You have  
14 cited to a provision of BellSouth's interconnection  
15 arrangement with KMC Telecom, is that correct?

16          A       Yes.

17          Q       And are you aware, sir, that BellSouth has  
18 offered to make that same language applicable in the  
19 ICG/BellSouth agreement?

20          A       I am aware.

21          Q       One final question, Mr. Jenkins. You have stated  
22 that it is ICG's position that they are willing to accept  
23 all risk and pay all the costs for the provisioning of these  
24 trunks. Given those circumstances, assuming that they are  
25 true, why doesn't ICG just buy its own trunks?

1           A        Would you repeat the question, please.

2           Q        Yes, sir. Your statement, your position is that  
3   BellSouth assumes no risk, that ICG is willing to pay all  
4   costs associated with trunking for which you want binding  
5   forecasts. Assuming that is true, then why doesn't ICG buy  
6   its own trunks?

7           A        ICG would be buying their own trunks from  
8   BellSouth as part of the binding forecast. We would be  
9   making a commitment for so many trunks over a period of  
10  time, and in return for that BellSouth would either provide  
11  the trunks at their cost or ICG would buy the trunks that  
12  they don't use.

13          Q        So ICG could, in fact, buy trunks and provision  
14  them itself and achieve the same goal, is that correct?

15          A        No. The goal wouldn't be the same. The end goal  
16  would be, but at that point ICG would be buying something  
17  rather than having BellSouth provide their part of the  
18  arrangement to bring the traffic to them.

19                   MR. KITCHINGS: I don't have anything further,  
20   Mr. Chairman. Thank you, Mr. Jenkins.

21                   COMMISSIONER DEASON: Staff.

22                   MR. FORDHAM: Please, Commissioner.

23                                   CROSS EXAMINATION

24   BY MR. FORDHAM:

25          Q        Mr. Jenkins, Mr. Kitchings just referenced a

1 binding forecast provision in the KMC agreement, are there  
2 any differences in that agreement, the KMC agreement, and  
3 what ICG is seeking from BellSouth in these negotiations?

4 A Yes, there are.

5 Q And would you tell us what those differences are,  
6 please, sir?

7 A Certainly. Section 20.4 of the KMC agreement  
8 refers to -- requires that negotiations take place between  
9 the forecast provider and the forecast recipient. ICG would  
10 be the provider, BellSouth would be the recipient of that  
11 forecast. ICG wishes to eliminate the negotiation phase and  
12 have the binding forecast a requirement. We are at the  
13 present time in negotiation phases, so we would like the  
14 binding forecast to be a requirement.

15 Q And is that the only significant difference?

16 A Yes, it is.

17 MR. FORDHAM: Okay. Thank you, sir. No further  
18 questions.

19 COMMISSIONER DEASON: Commissioners.

20 COMMISSIONER JACOBS: You mentioned some  
21 difficulties you had in other areas where you didn't  
22 have binding forecasts, what were those?

23 THE WITNESS: One would be Birmingham, Alabama.

24 COMMISSIONER JACOBS: What was the nature of it?

25 THE WITNESS: It was overflow situations where we

1 ordered trunks and they weren't put in in time and we  
2 wound up overflowing, and one was in Birmingham.  
3 Normally what would happen if the traffic, if the end  
4 office trunks weren't there, what would happen is the  
5 traffic would then overflow to the tandem office. You  
6 get to a certain point and then you start blocking  
7 your tandem trunks and then you start dropping calls  
8 at that point.

9 The second situation was in Atlanta. We  
10 anticipate the situation to get only worse as ICG's  
11 needs increase, and as we move into other large  
12 markets, such as Miami.

13 COMMISSIONER JACOBS: Thank you.

14 COMMISSIONER CLARK: Mr. Jenkins, I just wanted  
15 to ask you a question. Your concern with the KMC  
16 agreement is that there would be further negotiations  
17 with respect to agreeing on a binding forecast, is  
18 that correct? That's why you don't like it?

19 THE WITNESS: Yes, ma'am.

20 COMMISSIONER CLARK: You want to be able to say  
21 we agree to commit to this forecast and then it would  
22 be binding on BellSouth?

23 THE WITNESS: Yes.

24 COMMISSIONER CLARK: Would the KMC agreement be  
25 acceptable if there was a time certain within which

1 you had to -- negotiations had to conclude or you had  
2 to receive a response to BellSouth so you have some  
3 certainty?

4 THE WITNESS: That would certainly move the  
5 agreement in the right direction, yes.

6 COMMISSIONER CLARK: If you do not -- if we  
7 decide that that should not be a requirement, can you  
8 use the pick and choose and then pick this out of the  
9 KMC agreement to be included in yours?

10 THE WITNESS: I'm not sure I understand the  
11 question.

12 COMMISSIONER CLARK: Well, I'm not sure I know  
13 enough to ask a good question. I seem to recall that  
14 there is an opportunity to pick and choose among  
15 agreements that have been negotiated and incorporate  
16 them into your agreements. And it seems to me if they  
17 have agreed to this with one party you can pick it and  
18 choose to incorporate it in yours. You may not know  
19 the answer, but I would appreciate an answer at some  
20 time as to whether if you don't --

21 MS. KAUFMAN: Commissioner Clark, I was going to  
22 suggest that Ms. Schonhaut would probably be the  
23 appropriate witness to ask that to.

24 COMMISSIONER CLARK: Okay, that would be great.  
25 And KMC, was it arbitrated by this Commission at all,



1 do you know, Mr. Jenkins?

2 THE WITNESS: I do not know.

3 COMMISSIONER CLARK: Okay.

4 COMMISSIONER DEASON: Redirect.

5 REDIRECT EXAMINATION

6 BY MS. KAUFMAN:

7 Q Mr. Jenkins, I just have a couple more questions  
8 on the KMC agreement that counsel for BellSouth asked you  
9 about. Have you recently received some information in  
10 regard to how BellSouth interprets this provision in the KMC  
11 agreement?

12 A Yes, I have. At the time that my testimony was  
13 prepared and filed, I was under the impression that the KMC  
14 agreement, interconnection agreement required a binding  
15 forecast requirement. During later conversations with  
16 BellSouth, BellSouth stated that they would negotiate with  
17 us only as part of an agreement. The negotiation is where  
18 we are now, so it wouldn't change anything from what we have  
19 now.

20 Q So is it your understanding that BellSouth's  
21 position is that the negotiations might result in there  
22 being no agreement between the parties?

23 A That is possible.

24 MS. KAUFMAN: Thank you, Mr. Jenkins, that is all  
25 I have.

1           COMMISSIONER DEASON: Thank you. And this  
2 witness has no exhibits.

3           MS. KAUFMAN: That is correct.

4           COMMISSIONER DEASON: Okay. Mr. Jenkins, you may  
5 be excused. Thank you. We will take a 15 minute  
6 recess and we will reconvene at 11:00 o'clock.

7           (Off the record.)

8           COMMISSIONER DEASON: Call the hearing back to  
9 order. Before we call the next witness, let me go  
10 ahead and explain a ruling concerning the motion to  
11 strike, and this is being done at this time so parties  
12 can be prepared to proceed when Mr. Varner does take  
13 the stand. I'm going to modify my previous ruling and  
14 grant the motion to strike in part and deny it in  
15 part.

16           The motion contains the specific pages of Mr.  
17 Varner's testimony as an attachment to the motion and  
18 that is the version I'm working from. The motion to  
19 strike as it relates to testimony found on Pages 24,  
20 25, 26, 27, 28, and up to Line 1 of Page 29 is denied.  
21 In other words, that testimony is not stricken and  
22 will be permitted. I believe this testimony addresses  
23 the more generic issues involved with the policy of  
24 reciprocal compensation.

25           However, testimony beginning on Line 3 of Page 29

1 goes more to the specifics of an interim mechanism  
2 which is being proposed, which I think goes outside  
3 the scope of Issue 1. Therefore, testimony beginning  
4 with Line 3 on Page 29 through Line 10 of Page 36 will  
5 be stricken. Testimony on Page 36 beginning with the  
6 question on Line 12 down to the period after FCC on  
7 Line 20 will be permitted. It is simply a summary of  
8 positions previously taken. However, testimony  
9 beginning with the word should on Line 20 through the  
10 end of testimony on Page 36 will be stricken. And I  
11 hope that is clear. If there are any questions as to  
12 exactly what is permitted and what is being stricken,  
13 I will entertain those at this time, otherwise I  
14 assume it is clear.

15 MR. EDENFIELD: There is no question from  
16 BellSouth, Commissioner Deason. The only other thing  
17 I would bring up is obviously a large portion of Mr.  
18 Starkey's rebuttal testimony is directed towards those  
19 portions of Mr. Varner's testimony which were just  
20 stricken, and we may need to deal with that at some  
21 point. I'm not sure what the most efficient way to do  
22 that is.

23 I had some suggestions I had given to Mr.  
24 Kramer, and after a real brief run-through of the  
25 rebuttal, and had some suggestions on which pages

1           might need to come out. I'm not so sure the better  
2           procedure might not be just to have an understanding  
3           that Mr. Starkey will not talk about anything raised  
4           by Mr. Varner dealing with the plan that we have  
5           proposed and then let's try to figure out what needs  
6           to come out at a later time.

7                    COMMISSIONER DEASON: I think that is a good  
8           proposal. In light of this most recent ruling, I  
9           would ask that the parties at a convenient time see if  
10          there can be an accommodation, an agreement as to what  
11          constitutes rebuttal testimony which addresses that  
12          portion of Mr. Varner's testimony that has been  
13          stricken. If there is a problem that arises, we will  
14          deal with it at some time in the future.

15                   MR. MCGLOTHLIN: We will undertake to do that,  
16          Commissioner.

17                   COMMISSIONER DEASON: And also to clarify one  
18          other thing, I believe that Exhibit AJV-6 would also  
19          be stricken.

20                   Mr. McGlothlin, you may call your next witness.

21                   MR. MCGLOTHLIN: ICG calls Bruce Holdridge for  
22          his direct and rebuttal testimony.

23          Thereupon,

24                                    BRUCE HOLDRIDGE

25          was called as a witness on behalf of ICG Telecom Group,

1 Inc., and having first been duly sworn, was examined and  
2 testified as follows:

3 DIRECT EXAMINATION

4 BY MR. MCGLOTHLIN:

5 Q Please state your name and business address, sir.

6 A My name is Bruce Holdridge, and my business  
7 address is 180 Grand Avenue, Suite 800, and that is in  
8 Oakland, California.

9 Q And what is your capacity with ICG?

10 A I am the Vice President of Government Affairs.

11 Q Mr. Holdridge, have you prepared and submitted  
12 prefiled testimony in this proceeding?

13 A Yes, sir, I have.

14 Q With respect to your direct testimony and your  
15 rebuttal testimony, do you have any changes, additions, or  
16 corrections to make at this time?

17 A I do not have any changes to my direct testimony.  
18 I do have some changes, some clarifications to my rebuttal  
19 testimony.

20 Q Would you identify those, please?

21 A Yes, sir. The first change is on Page 2 of my  
22 rebuttal testimony, Lines 19 through 21. I would like to  
23 clarify by adding after the sentence that ends unbundle its  
24 existing tariff packet switching frame relay service, it's  
25 for the term of the interconnection agreement. Now it

1 appears that BellSouth is willing to limit that until the  
2 FCC remand decision and order is issued.

3 Q Do you have anything else to clarify or change?

4 A Yes, sir. On Page 3, Lines 4 and 5, I would like  
5 to add to the end of that sentence ending in unmodified  
6 TELRIC rates the following, and that is even after the FCC  
7 remand decision and order.

8 Q Do you have anything further?

9 A No, sir.

10 Q As modified, Mr. Holdridge, do you adopt the  
11 prefiled direct and rebuttal testimony as your testimony  
12 here today?

13 A Yes, sir, I do.

14 MR. MCGLOTHLIN: I ask that the court reporter be  
15 instructed to insert the direct and rebuttal testimony  
16 in the record at this point.

17 COMMISSIONER DEASON: Without objection it will  
18 be so inserted.

19

20

21

22

23

24

25

1                   **BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

2                   **DIRECT TESTIMONY OF BRUCE HOLDRIDGE**

3                   **ON BEHALF OF ICG TELECOM GROUP, INC.**

4                   **DOCKET NO. 990691-TP**

5       **Q.     PLEASE STATE YOUR NAME, ADDRESS AND EMPLOYMENT.**

6       A.     My name is Bruce Holdridge. I am the Vice President of Government Affairs  
7       of ICG Communications, Inc., which is the parent company of ICG Telecom Group,  
8       Inc. ("ICG"). My office is located at 180 Grand Avenue, Suite 1000, Oakland,  
9       California 94612.

10      **Q.     PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND WORK**  
11      **EXPERIENCE WITH ICG.**

12      A.     I received a B.A. in Mass Communications/Telecommunications from  
13      University of California, Davis. From over 20 years of work in the  
14      telecommunications industry, I have acquired a substantial expertise in domestic and  
15      international local exchange carrier ("LEC") and interexchange carrier ("IXC")  
16      business and network operations. As ICG's Vice President of Government Affairs,  
17      I am responsible for the administration of existing and the establishment of new  
18      network interconnection agreements between ICG and both Bell and independent  
19      local exchange telephone companies. Before being appointed Vice President of  
20      Government Affairs in May, 1999, I was Vice President and General Manager of ICG,  
21      Northern California, for almost two years. In my prior position, I was responsible for  
22      managing the daily network and business operations for numerous fiber optic and

1 microwave transport systems and network switches. I also managed a multi-million  
2 dollar budget and generated and directed annual EBIDTA growth. Prior to that  
3 position, I was Senior Director of ICG's Government Affairs department. In this  
4 position, I developed and advocated all company government and regulatory policies  
5 before the California Public Utilities Commission and the State of California. I was  
6 also responsible for implementing and maintaining company regulatory compliance  
7 and network interconnection agreements between ICG and Pacific Bell/GTE.

8 **Q. FOR WHOM DID YOU WORK BEFORE JOINING ICG?**

9 A. Before joining ICG, I was Vice President and General Manager for Time  
10 Warner Communications, Inc. ("Time Warner") where I established and directed the  
11 business and network development of the Company's Hawaii market. I held this  
12 position for nearly three years, during which I was involved in budget management,  
13 supervised 45 people and 35 contractors, and assisted with the expansion of network  
14 service to neighboring islands. Prior to my work with Time Warner, I spent almost  
15 two years as Director of Carrier Marketing for Citizens Telephone Company  
16 ("Citizens"). While at Citizens, I developed and maintained business relations  
17 between the Company and IXCs. I increased the annual revenues of Citizens by  
18 over 5 million dollars, by implementing several new programs. Before my tenure at  
19 Citizens, I was employed by Sprint Corporation ("Sprint") for ten years, during which  
20 I held a variety of positions. I started at Sprint as the Supervisor of Network Traffic  
21 Planning, where I maintained access, egress and IMT network of service. I was  
22 promoted to Senior Operations Analyst, thereafter to Corporate Marketing Product



1 Manager and then to Corporate Market Manager. Before leaving Sprint, I became  
2 the National Account Senior Network Design Engineer. In this role, I was the lead  
3 technical consultant responsible for the design of custom voice, private line data and  
4 switched packet data networks to meet national account customer applications. I  
5 also designed and installed virtual private networks, packet data services, 800 and  
6 out WATS services, and dedicated private lines services. Prior to my work at Sprint,  
7 I worked for Mountain Bell for one year as a circuit layout record specialist.

8 **Q. HAVE YOU TESTIFIED IN STATE REGULATORY PROCEEDINGS**  
9 **PREVIOUSLY?**

10 A. Yes. In 1994, I testified in a limited proceeding before the State of Hawaii  
11 Public Utilities Commission on behalf of Time Warner Communications of Hawaii.  
12 Specifically, my testimony sponsored Time Warner's application for a Certificate of  
13 Public Convenience and Necessity for local exchange authority. In 1996 and 1997,  
14 I provided various presentations, in limited and informal proceedings, on behalf of  
15 ICG to the State of California Public Utilities Commission on such issues as access  
16 to rights of way, central office collocation requirements, the need for Unbundled  
17 Network Elements and reciprocal compensation.

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

19 A. The purpose of my testimony is to address areas of disagreement between  
20 ICG and BellSouth not addressed by the other witnesses for ICG. My intention is to  
21 present ICG's position on each issue and the reasons that underlie that position.

22 **Q. HOW WERE ICG'S NEGOTIATIONS WITH BELLSOUTH CONDUCTED?**

1 A. The negotiations began before my involvement, but I am aware from my  
2 participation in the negotiations that ICG and BellSouth first entered into an  
3 interconnection agreement that became effective on October 27, 1997 and was  
4 scheduled to expire one year later on October 27, 1998. As contemplated by its  
5 terms, ICG and BellSouth have continued to operate, and are currently operating,  
6 pursuant to the Agreement. On December 18, 1998, pursuant to the provisions of  
7 the Interconnection Agreement, which invoke the procedures set forth in Section  
8 252(b)(4)(c) of the Act, BellSouth informed ICG that BellSouth would like to negotiate  
9 the terms of a new interconnection agreement pursuant to Section 251 of the Act.  
10 ICG seeks to complete a successor interconnection agreement that will replace the  
11 existing Agreement.

12 **Q. HOW DID THE NEGOTIATIONS PROCEED?**

13 A. BellSouth and ICG have held numerous meetings, both in person and by  
14 telephone, to discuss the rates, terms, and conditions pursuant to which BellSouth  
15 would provide interconnection and related services and facilities to ICG. During  
16 negotiations for a new interconnection agreement, ICG and BellSouth provided each  
17 other with proposed drafts of the interconnection agreement. The Parties did not  
18 reach an agreement to adopt either proposed draft, but ICG believes that there is  
19 agreement with BellSouth on many of the issues raised, although specific language  
20 has not been explicitly agreed upon. Unfortunately, the Parties did not reach  
21 agreement on the specific issues that ICG is now arbitrating.

22 **Q. ON WHICH ISSUES DO THE PARTIES CONTINUE TO DISAGREE?**

1 A. ICG and BellSouth have disagreements in the following areas: (1) whether  
2 reciprocal compensation should apply to calls to ISPs; (2) apart from calls to ISPs,  
3 what the appropriate rate should be for reciprocal compensation for the termination  
4 of any calls originated by BellSouth's end users and terminated on ICG's facilities to  
5 ICG subscribers; (3) the availability of unbundled network elements ("UNEs")  
6 associated with packet switching; (4) the availability of the enhanced extended link  
7 ("EEL") as a UNE ; (5) various issues concerning collocation; (6) the ability to enter  
8 into binding forecasts of traffic requirements; (7) the costs of developing project plans  
9 in the bona fide request ("BFR") process; (8) the need for timely breakdowns of  
10 intrastate and interstate traffic; and (9) performance standards and the appropriate  
11 remedies for BellSouth's failure to meet these standards. ICG witnesses Cindy  
12 Schonhaut and Michael Starkey will address the reciprocal compensation issues.  
13 Philip Jenkins will address collocation issues and binding forecasts. Michael  
14 Starkey, Karen Notsund, and I will each testify about performance standards. I will  
15 discuss the remaining issues.

16 **Q. WHAT IS BELLSOUTH'S POSITION WITH REGARD TO MAKING**  
17 **PACKET-SWITCHING CAPABILITIES AVAILABLE AS UNES?**

18 A. ICG and BellSouth discussed a number of packet-switching capabilities, most  
19 notably frame relay and Asynchronous Transfer Mode ("ATM") services. BellSouth  
20 does not make packet-switched services such as frame relay or ATM services  
21 available as UNEs. Instead, BellSouth will provide a "finished frame relay service"  
22 under tariff and access to limited disaggregated segments of the service under

1 contract. ICG is unclear if BellSouth offers ATM service in the same manner or only  
2 through Asymmetric Digital Subscriber Loop (ADSL) service. Also, it is ICG's  
3 understanding that BellSouth will not allow a ALEC to purchase UNEs to access  
4 service to the BellSouth frame relay product unless the ALEC is physically collocated  
5 in the same central office as the BellSouth frame relay switch. BellSouth holds the  
6 position that when access between the non-contiguous central office and ALEC  
7 collocation site is required, then the ALEC must purchase tariff-based access service  
8 to the frame relay product. This prohibits the ALEC from utilizing the benefits  
9 associated with UNE's and forces the ALEC to buy the higher rate, tariff based  
10 access service. The ALEC is severely limited from offering a cost competitive UNE  
11 based frame relay service. For example, if an ALEC customer is served from an  
12 ALEC collocation in Central Office A and the BellSouth frame relay switch is located  
13 in Central Office B, then the link between Central Office A to Central Office B must  
14 be purchased from the access tariff.

15 **Q. WHICH PACKET-SWITCHING CAPABILITIES SHOULD BE REQUIRED TO**  
16 **BE MADE AVAILABLE AS UNES?**

17 A. ICG would like to purchase from BellSouth both frame relay and ATM service  
18 in a UNE type arrangement. For example, ICG would like to be able to purchase  
19 from BellSouth, either in part(s) or in whole, and not limited to, the packet  
20 assembler/dis-assembler (PAD), the customer access circuit, any circuit link(s)  
21 between the customer serving central office and the central office in which the frame  
22 relay switch is located, and the frame relay switch port, as required per customer

1 application.

2 **Q. ARE THERE OTHER UNES THAT ICG REQUIRES TO BE ABLE TO OFFER**  
3 **COMPETITIVE PACKET SWITCHING SERVICES?**

4 A. Yes. ICG also requires a network to network interface ("NNI") at speeds  
5 ranging from 56 kbps to 44.736 Mbps. The NNI UNEs will allow ICG to provide  
6 facilities-based packet-switching services and efficiently interconnect its users with  
7 users of BellSouth packet-switching services. ICG also requires data link control  
8 identifiers ("DLCI") as UNEs that provide committed information rates ("CIRs")  
9 between 0 kbps and 20.072 Mbps so that ICG can efficiently utilize the UNEs and  
10 NNIs for competitive product offerings.

11 **Q. WHY DOES ICG SEEK ACCESS TO PACKET-SWITCHING CAPABILITIES**  
12 **AS UNES?**

13 A. Consistent with the innovation it has always shown in providing new services  
14 to its customers, ICG requires various packet-switching UNEs to provide competitive  
15 advanced services to its customers. BellSouth is required under the  
16 Communications Act to provide UNEs for packet switching. 47U.S.C. §251(c)(3). A  
17 network element is defined in 47U.S.C. §3(28):

18 The term "network element" means a facility or equipment used in the  
19 provision of a telecommunications service. Such term also includes  
20 features, functions, and capabilities that are provided by means of such  
21 facility or equipment, including subscriber numbers, databases,  
22 signaling systems, and information sufficient for billing and collection

1 or used in the transmission, routing, or other provision of a  
2 telecommunications service.

3 Packet-switched capabilities should be available as UNEs to ensure that the prices  
4 charged to ICG for these capabilities are TELRIC-based. ICG's ability to obtain  
5 packet-switching capabilities at TELRIC rates ensures, in turn, that the rates for the  
6 finished services ICG provides to its customers will be competitive with any potential  
7 offerings from BellSouth.

8 **Q. WHAT OTHER UNES DID BELL SOUTH DECLINE TO PROVIDE ICG?**

9 A. BellSouth declined to provide the enhanced extended link ("EEL") to ICG as  
10 a UNE. By using the EEL, if an ICG customer is served out of Central Office A yet  
11 the ICG collocation site is in Central Office B, ICG can get from Central Office A to  
12 the ICG collocation site in Central Office B at a TELRIC rate. BellSouth offered to  
13 provide the EEL capability to ICG through BellSouth's "Professional Services  
14 Agreement" at rates that appear to be substantially higher than they would be under  
15 TELRIC. By declining to provide the EEL as a UNE, BellSouth forces ICG to pay a  
16 higher rate for the EEL capability.

17 **Q. WHY DOES ICG SEEK ACCESS TO THE EEL AS A UNE?**

18 A. As discussed above with regard to packet-switching capabilities, to offer the  
19 advanced services that its customers increasingly demand, ICG requires the ability  
20 to obtain at reasonable, TELRIC-based rates, the unbundled elements that will  
21 comprise the advanced services. BellSouth's provision of the EEL at retail prices  
22 significantly undercuts ICG's ability to introduce the innovative advanced services

1 that ICG's customers want. BellSouth's retail pricing of the EEL severely limits ICG's  
2 emergence as a competitor to BellSouth in the market for advanced services.

3 **Q. SHOULD BELLSOUTH GIVE ICG VOLUME AND TERM DISCOUNTS FOR**  
4 **UNES?**

5 A. Yes. ICG should receive the benefit of any reduced costs that BellSouth  
6 experiences from provisioning service either in high volumes within a specified  
7 period or for extended terms.

8 **Q. DOES ICG OBJECT TO BELLSOUTH'S PROPOSED BONA FIDE**  
9 **REQUEST PROCESS?**

10 A. Yes. The Bona Fide Request ("BFR") process is the procedure under which  
11 ICG can query BellSouth about whether BellSouth will make available to ICG a  
12 capability not already contemplated by the interconnection agreement. ICG would  
13 submit a request for the capability and receive a response from BellSouth within a  
14 specified period indicating approval or disapproval of the request. If approved, ICG  
15 would pay BellSouth for development costs incurred in bringing the request to  
16 fruition. ICG's primary concern about BellSouth's BFR process is that the process  
17 is often costly because of the project development costs BellSouth undertakes, and  
18 that it takes too long to make the resulting services and functionalities available.

19 **Q. IS THERE A WAY TO CHANGE THE WAY BELLSOUTH RECOVERS ITS**  
20 **COSTS TO MAKE THE BFR PROCESS MORE EQUITABLE?**

21 A. One way that this process could be improved would be to offset the amount  
22 paid by ICG in the BFR process for BellSouth's project development costs. The

1 offsets would come from any carrier that subsequently requested and received the  
2 same service after BellSouth has already completed the project development costs.  
3 This approach would simply spread the costs of the project development among  
4 carriers who requested the particular service. More importantly, this approach would  
5 prevent BellSouth from penalizing the initial carrier requesting the service.  
6 Conversely, permitting BellSouth to impose all project plan costs on the initial carrier  
7 would allow BellSouth to discriminate against its most innovative competitor. In  
8 addition, imposing the project development costs on the initial carrier would possibly  
9 foreclose access to services entirely unless there is a carrier prepared to pay the full  
10 project development costs and see other carriers follow its lead and obtain the  
11 service free of the project development costs. In response to ICG's request for an  
12 offset approach, BellSouth itself indicated that several other carriers had requested  
13 such treatment.

14 **Q. DOES BELLSOUTH FOLLOW AN "OFFSET" APPROACH IN OTHER**  
15 **AREAS?**

16 A. Yes. The offset approach I've outlined has been relied upon before, most  
17 notably in the recent past for collocation space preparation as well as in the present  
18 for upgrading poles and conduits.

19 **Q. WHY ARE THE PERCENTAGE OF INTERSTATE USE ("PIU") AND THE**  
20 **PERCENTAGE OF LOCAL USE ("PLU") AT ISSUE IN THIS PROCEEDING?**

21 A. The PIU and PLU are at issue because BellSouth, when calculating the  
22 amount of traffic that is treated as interstate, pools the interstate and intrastate traffic



1 carried on ICG's trunks. BellSouth then applies the PIU to the total amount of all  
2 traffic, which has the effect of pulling local traffic into the traffic for which ICG must  
3 pay interstate access charges. As a result, ICG believes that it is overpaying  
4 BellSouth for interstate access.

5 **Q. WOULD YOU EXPLAIN HOW THIS OCCURS?**

6 A. Yes. For every Bell Operating Company ("BOC") with which ICG  
7 interconnects, ICG has installed trunks that segregate traffic by its jurisdictional  
8 nature. These trunks have clear identification markings that differ according to the  
9 traffic carried. One of the foremost reasons ICG has kept its traffic segregated on  
10 separate trunks is for billing purposes.

11 **Q. WHAT TYPE OF TRAFFIC DOES EACH OF THE ICG'S TRUNKS CARRY?**

12 A. ICG uses two types of trunks. One type of trunk carries local and intrastate  
13 toll traffic ("Intrastate Trunk" for purposes of our discussion). The other type of trunk  
14 carries interLATA traffic ("InterLATA Trunk").

15 **Q. HOW SHOULD BELL SOUTH APPLY THE PIU TO THE TRAFFIC ON  
16 THESE TRUNKS?**

17 A. Because the Intrastate Trunk carries traffic that is entirely intrastate, it is  
18 necessary to apply the PIU only to the InterLATA Trunk. By applying the PIU to the  
19 traffic on the InterLATA Trunk, BellSouth can separate the intrastate interLATA traffic  
20 from the interstate interLATA traffic. ICG is required to pay BellSouth interstate  
21 access charges on the interstate interLATA traffic. The PIU has no application  
22 whatsoever to the Intrastate Trunk.

1 **Q. HOW SHOULD BELLSOUTH APPLY THE PLU TO THE TRAFFIC ON THE**  
2 **TRUNKS?**

3 A. Application of the PLU is something of a mirror image of the PIU application.  
4 Because the InterLATA Trunk contains only interLATA traffic that is not local, there  
5 is no need to apply the PLU to determine local usage on that particular trunk. The  
6 Intrastate Trunk, on the other hand, contains both local and intrastate toll traffic. By  
7 applying the PLU to the Intrastate Trunk only, BellSouth can separate the local traffic  
8 from the intrastate toll traffic. ICG is required to pay intrastate access charges on the  
9 intrastate toll traffic.

10 **Q. WHAT IS THE PIU PROCEDURE BELLSOUTH FOLLOWS INSTEAD OF**  
11 **THE PROPER PROCEDURE THAT YOU HAVE OUTLINED ABOVE?**

12 A. BellSouth takes all of the traffic from the Intrastate Trunk and all of the traffic  
13 from the InterLATA Trunk and pools the traffic together into one "pot." BellSouth  
14 then applies the PIU to this combined pot to determine the amount of interstate  
15 access charges that ICG must pay BellSouth. Because the PIU is a percentage, the  
16 more traffic that is in the pot, the higher ICG's interstate access payments.

17 As I have explained above, the PIU is needed only for the purpose of  
18 separating interstate traffic on the InterLATA Trunk from intrastate traffic. The PIU  
19 has nothing to do with the traffic carried on the Intrastate Trunk. Therefore, it is clear  
20 that by pooling the traffic on both trunks, BellSouth misapplies the PIU, calculates a  
21 greater amount of traffic as interstate, and fattens its access charge billings as a  
22 result.

1 **Q. WHY DID ICG SUGGEST THAT THE PIU BE APPLIED ON A MONTHLY**  
2 **BASIS?**

3 A. BellSouth has persisted in its errant application of the PIU despite ICG's  
4 efforts to have BellSouth either (1) apply the PIU only to the InterLATA Trunk traffic,  
5 or (2) bill ICG for the actual traffic carried over both trunks. ICG measures the traffic  
6 that traverses its trunks for auditing purpose. ICG has often found wide disparity  
7 between the actual traffic on each traffic and the estimates resulting from BellSouth's  
8 application of the PIU. Despite the disparity between ICG's data and BellSouth's  
9 billing, BellSouth has refused to change its application of the PIU. ICG's request that  
10 BellSouth calculate the PIU on a monthly basis is simply an effort to mitigate the  
11 consequences resulting from BellSouth's continued misapplication of the PIU.  
12 Without monthly reporting of the PIU, ICG will be paying interstate rates for a greater  
13 amount of traffic that should be subject to local rates. In the example that I related  
14 in my direct testimony, if BellSouth measures PIU on April 1 and ICG subsequently  
15 signs up a customer with heavy local usage on April 15, ICG will not receive the  
16 benefit of winning this customer for PIU purposes until 2 ½ months later, when  
17 BellSouth next calculates the PIU on June 1.

18 **Q. WOULD YOU CLARIFY WHY ICG HAS REQUESTED THAT BELLSOUTH**  
19 **BE REQUIRED TO PROVIDE ICG WITH A BREAKDOWN OF THE INTRASTATE**  
20 **AND INTERSTATE TRAFFIC REPORTED TO ICG?**

21 A. Yes. If BellSouth were required to report intrastate and interstate traffic  
22 separately, its misapplication of the PIU would be more apparent. BellSouth's own

1 record of the traffic breakdown would provide ICG with greater leverage to negotiate  
2 a different application of the PIU and/or billing based on the actual traffic carried by  
3 ICG's trunks. As I discussed above, ICG itself measures the actual traffic on its  
4 trunks for auditing purposes, but BellSouth has shown no interest in reviewing this  
5 data.

6 **Q. HAVE ICG AND BELLSOUTH RESOLVED THE ISSUE RELATING TO**  
7 **UPDATING CUSTOMER RECORDS IN SUCH A WAY THAT THE COMMISSION**  
8 **MAY REMOVE THE ISSUE FROM THE INSTANT ARBITRATION PROCEEDING?**

9 A. Yes, at least as far as ICG is concerned. Given the short time period,  
10 however, in which ICG has been able to rely on a new procedure recently outlined  
11 by BellSouth, ICG would like to reserve its right to come back to the Commission  
12 regarding this issue should any problems arise in the future.

13 **Q. HAS ICG PROPOSED A PERFORMANCE STANDARDS PROVISION IN ITS**  
14 **NEGOTIATIONS WITH BELLSOUTH?**

15 A. Yes. ICG proposed to include in the Agreement an attachment addressing  
16 performance standards. The Performance Standards establish liquidated damages  
17 for ICG in the event that BellSouth fails to meet its obligations under the Agreement.  
18 A copy of the preliminary discussion paper which ICG provided to BellSouth is  
19 attached as Exhibit No. \_\_\_\_\_ (BH-1).

20 **Q. WHY ARE LIQUIDATED DAMAGES NECESSARY AND APPROPRIATE?**

21 A. Such an approach is necessary for the following reason. BellSouth, although  
22 obliged by law to provide competitive carriers service on a parity with its retail  
customers, has a strong, inherent economic incentive not to do so. By providing  
competitors inadequate service for use of its bottleneck facilities –whether through  
understaffing, or cumbersome systems that lead to installation delays, trunk

1 blockage, uncoordinated cutovers, etc.—BellSouth makes it more difficult for those  
2 competitors to lure away BellSouth customers. BellSouth knows that every day it can  
3 delay or hinder a competitor's entry into its market is another day it can retain its  
4 monopoly revenues.

5 Moreover, given BellSouth's behavior since the passage of the 1996 Act, the  
6 carrot of entering the long distance market has not been a sufficiently strong  
7 incentive for it to provide an adequate level of service to competitive carriers. Its  
8 economic incentive to retain its monopoly local exchange revenues appears to  
9 heavily outweigh its desire to enter a long distance market where profit margins have  
10 been rapidly shrinking in recent years.

11 Accordingly, competitive carriers need a stick in their interconnection  
12 agreements to incent BellSouth to perform its obligations in a satisfactory manner.  
13 That stick will be all the more important once BellSouth is given the carrot of entering  
14 the long distance market. It is also important to appreciate how critically important  
15 it is to ICG that it obtain timely and high quality services from BellSouth. Absent such  
16 a level of service, ICG will not be able to attract or retain the customers it needs to  
17 grow its business.

18 **Q. HAS BELLSOUTH ACKNOWLEDGED THAT AN ENFORCEMENT  
19 MECHANISM MIGHT BE APPROPRIATE FOR ENSURING IT MEETS THE  
20 PERFORMANCE STANDARDS TO WHICH IT AGREES?**

21 A. Yes, it has. BellSouth recently filed a "Proposal for Self-Effectuating  
22 Enforcement Measures" on an ex parte basis with the Federal Communications  
Commission ("FCC"). This proposal is attached to attached to Ms. Notsund's  
testimony. In its proposal, BellSouth recognizes the need for monetary damages to  
be paid to a competitive carrier for failure to meet performance standards. It is worth

1 noting that in negotiations with ICG, BellSouth specifically declined to follow the  
2 approach outlined in its proposal, even when ICG specifically referred BellSouth to  
3 the proposal.

4 **Q. IN ITS PETITION FOR ARBITRATION ("PETITION"), ICG RAISES**  
5 **SEVERAL ISSUES CONCERNING PERFORMANCE STANDARDS/MEASURES.**  
6 **WHAT DOES ICG WANT THE COMMISSION TO DO?**

7 A. As explained in Ms. Notsund's testimony, performance measures and  
8 enforcement mechanisms are critical to the entire ALEC industry. Therefore, we ask  
9 the Commission to commence a generic proceeding to deal with these important  
10 issues.

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

12 A. Yes, it does.  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22

1                   **BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

2                                   **REBUTTAL TESTIMONY**

3   **OF**

4   **BRUCE HOLDRIDGE**

5                                   **ON BEHALF OF ICG TELECOM GROUP, INC.**

6                                   **DOCKET NUMBER 990691-TP**

7       **Q.    ARE YOU THE SAME BRUCE HOLDRIDGE THAT CAUSED DIRECT**  
8       **TESTIMONY TO BE FILED IN THIS PROCEEDING?**

9       A.    Yes, I am.

10       **A.    SUBSEQUENT TO THE FILING OF YOUR DIRECT TESTIMONY, HAVE ANY**  
11       **OF THE ISSUES YOU ADDRESSED BEEN SETTLED?**

12       A.    Yes, ICG and BellSouth have settled several of the issues that I addressed  
13       in my direct testimony. These include the bona fides request process (Issue 2)  
14       which I addressed at pages 9-10 of my direct testimony; PIU/PLU reporting  
15       (Issue 8) which I addressed at pages 10-13; and breakdown of  
16       intrastate/interstate reporting (Issue 9) which I addressed at pages 13-14. As  
17       noted at page 14 of my direct testimony, ICG and BellSouth previously had  
18       resolved the issue of updating customer records (Issue 17).

19       **Q.    WHAT IS YOUR PURPOSE IN TESTIFYING TODAY?**

20       A.    I would like to take this opportunity to rebut a number of arguments made  
21       by BellSouth's witnesses on access to packet switching capabilities as  
22       unbundled network elements ("UNEs") (Issue 3), access to the enhanced

1 extended link ("EEL") as a UNE (Issue 4), and the need for performance  
2 standards with effective remedies for non-performance (Issues 5 and 18-25).

3 **Q. DURING NEGOTIATIONS BETWEEN ICG AND BELLSOUTH REGARDING**  
4 **THE AVAILABILITY OF PACKET-SWITCHING CAPABILITIES AS UNES, DID**  
5 **BELLSOUTH STATE THAT IT WOULD NOT MAKE SUCH CAPABILITIES**  
6 **AVAILABLE AS UNES?**

7 A. Yes. BellSouth's position in the negotiations with ICG was that BellSouth  
8 would provide a "finished frame relay service" under tariff and access to limited  
9 disaggregated segments of the service under a commercial services contract.  
10 BellSouth also represented that it would not allow an ALEC to purchase UNEs  
11 to access service to the BellSouth frame relay product unless the ALEC is  
12 physically collocated in the same central office as the BellSouth frame relay  
13 switch. Under this approach, if access between the non-contiguous central  
14 office and ALEC collocation site is required, the ALEC must purchase tariff-based  
15 access service.

16 **Q. HAS BELLSOUTH CHANGED ITS POSITION ON THE AVAILABILITY OF**  
17 **PACKET-SWITCHING CAPABILITIES AS UNES SINCE ITS NEGOTIATIONS WITH**  
18 **ICG?**

19 A. Yes, it appears that BellSouth has changed its position. Mr. Varner states  
20 that, subject to the conditions stated in his testimony, BellSouth has agreed to  
21 "unbundle its existing tariffed Packet Switching Frame Relay Service." Varner  
22 direct at 43. One of the "conditions," however, is that ICG pay "modified"



1 TELRIC rates for this service.

2 **Q. IS THIS NEW POSITION ON THE AVAILABILITY OF PACKET-SWITCHING**  
3 **CAPABILITIES AS UNES ACCEPTABLE TO ICG?**

4 A. With regard to pricing, it is acceptable to the extent that ICG can obtain  
5 the capabilities at unmodified TELRIC rates. With regard to collocation,  
6 BellSouth should inform the Commission as to whether BellSouth maintains the  
7 position it took in negotiations that a carrier must physically collocate at the  
8 same central office as the Frame Relay switch in order for BellSouth to  
9 interconnect UNE packet-switching capabilities between BellSouth and ICG.  
10 Such a condition would not be acceptable to ICG.

11 **Q. WILL BELLSOUTH PROVIDE ACCESS TO THE ENHANCED EXTENDED**  
12 **LINK ("EEL") AS A UNE?**

13 A. No. Mr. Varner, at page 14 of his testimony, states that ICG's request  
14 for an EEL "would require BellSouth to combine the loop and the dedicated  
15 transport, a function that BellSouth is not required to perform." As shown in  
16 Cindy Schonhaut's rebuttal testimony, Mr. Varner is wrong, and the Commission  
17 has authority to require BellSouth provide the EEL for ICG.

18 **Q. WHY IS IT NECESSARY FOR ICG TO RECEIVE ACCESS TO THE EEL AS**  
19 **A UNE?**

20 A. An EEL combines a loop cross-connected to line-side transport. As I  
21 indicated in my direct testimony, without an EEL, if an ICG customer is served  
22 out of Central Office A yet the ICG collocation site is in Central Office B, ICG

1 cannot link the customer to the ICG collocation site in Central Office B without  
2 first collocating in Central Office A. However, with an EEL, ICG could provide  
3 service from the ICG collocation at Central Office B to the ICG customer served  
4 out of Central Office A without having to create a collocation at Central Office  
5 A.

6 Without the EEL, ICG would be forced to collocate in each and every  
7 BellSouth central office in which ICG finds a customer. This would be cost  
8 prohibitive and require ICG to duplicate the public switched telephone network  
9 by collocating equipment in every conceivable central office, including those that  
10 may serve only a few ICG customers or prospective customers. If a carrier is  
11 required to incur the large expense of collocation at every central office, then  
12 the expansion of facilities-based competition and related new products will be  
13 unduly slowed.

14 **Q. HOW ELSE WOULD ICG'S USE OF THE EEL BE BENEFICIAL TO**  
15 **EMERGING COMPETITION AND THE EFFICIENT USE OF RESOURCES?**

16 A. Access to the EEL as a UNE would free up central office space by  
17 obviating the need for an ALEC to collocate everywhere. The EEL could,  
18 therefore, be an invaluable tool in ensuring that there is enough central office  
19 space for all carriers who seek to collocate at an ILEC's premises.

20 **Q. IS BELL SOUTH WILLING TO MAKE THE EEL AVAILABLE ON A NON-UNE**  
21 **BASIS?**

22 A. Mr. Varner states at page 14 of his testimony that "BellSouth is willing to

1 perform this function upon execution of a voluntary commercial agreement that  
2 is not subject to the requirements of the Act."

3 **Q. IS THE AVAILABILITY OF THE EEL UNDER SUCH A COMMERCIAL**  
4 **AGREEMENT ACCEPTABLE TO ICG?**

5 A. No, it is not. A commercial agreement outside the context of an  
6 interconnection agreement is not a cost effective way for ICG to receive the  
7 EEL, because BellSouth's commercial agreements do not incorporate TELRIC-  
8 based rates.

9 **Q. WHY IS IT NECESSARY THAT THE EEL BE AVAILABLE AT TELRIC**  
10 **RATES?**

11 A. Whatever benefits that carriers receive from access to the EEL would be  
12 undercut significantly if the EEL were not available as a UNE at TELRIC rates.  
13 If ICG were to obtain the EEL only at retail rates for a finished service, the  
14 correct choice between replicating the existing public switched network and  
15 relying on the EEL would not be as clear. If the EEL were available only at retail  
16 rates, ICG might find it economically impractical to collocate in a greater number  
17 of central offices. As a result, fewer customers in this state would benefit from  
18 ICG's plans, as well as the business plans of other ALECs, to introduce  
19 innovative telecommunications services.

20 **Q. SHOULD THE COMMISSION IN THIS PROCEEDING NOT ONLY ORDER**  
21 **THAT BELL SOUTH BE REQUIRED TO PROVIDE THE EEL AS AN UNBUNDLED**  
22 **NETWORK ELEMENT, BUT ALSO THAT IT BE REQUIRED TO PROVIDE THE EEL**

1 **AT COST-BASED RATES?**

2 A. Yes, it should. Specifically, after ordering that BellSouth must provide to  
3 ICG the EEL as an unbundled network element, the Commission should further  
4 order that the appropriate price for an EEL be subject to the following equation:

$$\begin{aligned} & \text{TELRIC for an unbundled loop} \\ & + \text{TELRIC for a cross connect of appropriate capacity} \\ & + \underline{\text{TELRIC for interoffice transport of appropriate capacity}} \\ & \text{TELRIC price of an EEL.} \end{aligned}$$

8  
9 **Q. CAN YOU EXPLAIN THE EQUATION ABOVE?**

10 A. The equation above simply sums the TELRIC prices of the individual  
11 unbundled elements that BellSouth currently combines within its network to  
12 provide this functionality (i.e., an unbundled loop, a cross-connect and  
13 unbundled interoffice transport). I place the phrase "...of appropriate capacity"  
14 in the equation above simply to highlight the fact that the EEL can be a  
15 combination of DSO or larger bandwidth circuits. Obviously, TELRIC prices for  
16 DSO and larger capacity services are priced differently such that the EEL would  
17 have a different TELRIC price based upon the capacity of the circuit chosen by  
18 the interconnecting carrier.

19 **Q. DO YOU WISH TO RESPOND TO MR. VARNER'S TESTIMONY ON THE**  
20 **PERFORMANCE STANDARD ISSUES IN THIS PROCEEDING?**

21 A. Yes. At page 53 of his testimony, Mr. Varner states that even if a  
22 "liquidated damage award could be arbitrated, it is completely unnecessary."

1 Mr. Varner continues by asserting that "Florida law and Commission procedures  
2 are available, and perfectly adequate, to address any breach of contract situation  
3 should it arise." Mr. Varner's assertions are wrong. As I stated in my direct  
4 testimony (pages 14-15), BellSouth has every incentive to provide a competitor,  
5 such as ICG, inadequate service for use of its bottleneck facilities. BellSouth can  
6 — and does — fail to meet deadlines for installations ICG requires to serve its  
7 customers or prospective customers. It is no remedy for ICG to file and  
8 prosecute a complaint with the Commission, and await the issuance of an order  
9 directing BellSouth to meet an installation deadline that is long since past.  
10 Instead, BellSouth needs the economic incentive of liquidated damages to assure  
11 it works diligently to meet its agreed upon performance standards. The need for  
12 performance standards and effective remedies has become a matter of vital  
13 importance with ALECs. As noted in Karen Notsund's direct testimony, the FCC  
14 and certain state commissions have begun to recognize that such standards and  
15 remedies must be established if competition in the local exchange market is to  
16 grow.

17 **Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?**

18 **A. Yes it does.**

19  
20  
21  
22

1 BY MR. MCGLOTHLIN:

2 Q Mr. Holdridge, have you prepared a summary of  
3 your testimony?

4 A Yes, sir, I have.

5 Q Please provide that to the Commissioners.

6 A Good morning, Commissioners. My testimony  
7 addresses concerns with the provision of frame relay service  
8 and enhanced extended links. I will begin with frame relay  
9 service, which employs a special switch to send data  
10 rapidly. Frame relay switches reside in some, but not all  
11 of BellSouth's central offices. In negotiations, ICG asked  
12 BellSouth to make available frame relay end user access and  
13 interoffice transport facilities as an unbundled network  
14 element. In this way ICG would have access to all  
15 components of packet switching needed to serve all of its  
16 customers based on UNE prices.

17 Under its proposal, BellSouth would provide end  
18 user access to frame relay service as a UNE only when the  
19 customer is directly served out of the same central office  
20 housing the BellSouth frame relay switch, or when the ICG  
21 customer premise is served out of a BellSouth central office  
22 in which ICG has an established collocation site. This  
23 means BellSouth decides where packet switching is able. If  
24 the ICG customer premise is served out of a BellSouth  
25 central office that has no frame relay switch, and ICG has

1 no collocation site established in that central office, it  
2 will be necessary for ICG to purchase transport from that  
3 central office to the frame relay switch.

4           BellSouth wants to impose tariff prices on this  
5 interoffice transport rather than UNE TSLRIC prices. Thus,  
6 until the ICG network is substantially established in  
7 Florida, the vast majority of all ICG customer applications  
8 would require ICG to pay tariff rates for both end user  
9 access and interoffice transport. If ICG is required to pay  
10 BellSouth tariff rates for frame relay end user access and  
11 interoffice transport, ICG will not be able to offer to the  
12 public a competitively priced frame relay product.

13           Incorporating BellSouth tariffed based transport  
14 rates into the ICG frame relay product would cause the ICG  
15 product to be too expensive and consequently not competitive  
16 in the market. ICG would essentially be coming to the  
17 market with rates that no one would be willing to pay.

18           ICG should not be forced to offer a product that  
19 causes ICG not to recover its full costs. If ICG is  
20 required to offer frame relay service using BellSouth tariff  
21 rates, ICG will have to offer frame relay service at either  
22 very high rates or not fully recover all of ICG's costs or  
23 not offer the product at all. None of these situations is  
24 acceptable to ICG, which is why ICG needs BellSouth frame  
25 relay end user and interoffice transport at UNE rates.

1           BellSouth has also declined to provide ICG the  
2 enhanced extended link, or EEL, as an unbundled network  
3 element. The extended link combines a loop cross connected  
4 to interoffice transport. The extended link can utilize  
5 DS-0 and large bandwidth circuits. Of course, under TSLRIC  
6 pricing, the price of the extended link would be a function  
7 of the capacity of the circuit needed. By using the  
8 extended link, ICG can provide service to a customer served  
9 out of Central Office A from an ICG collocation site  
10 established in Central Office B.

11           Without the extended link, ICG would have to  
12 locate network equipment in every BellSouth central office  
13 where ICG has a customer. This would require ICG to  
14 duplicate the entire BellSouth public switched network and  
15 would be an unwise use of currently available technology as  
16 well as cost prohibitive. It would also lead to the poor  
17 and inefficient use of central office collocation floor  
18 space, which could stunt the growth of facilities-based  
19 local competition in Florida.

20           ICG requests that BellSouth provide the extended  
21 link as a UNE. ICG would then obtain the unbundled network  
22 elements comprising the extended link at a reasonable TSLRIC  
23 rate. Instead, it is ICG's understanding that BellSouth  
24 proposes to provide the extended link at retail prices under  
25 a professional services agreement outside the BellSouth



1 network interconnection agreement with ICG. This is  
2 severely problematic for ICG. Among other things, ICG would  
3 be forced to pay rates that greatly exceed TSLRIC. This  
4 concludes my summary.

5 MR. MCGLOTHLIN: The witness is available for  
6 cross examination.

7 COMMISSIONER DEASON: Mr. McGlothlin, do you wish  
8 to identify the exhibit attached to the prefiled  
9 direct?

10 MR. MCGLOTHLIN: No, sir. That was associated  
11 with one of the deleted issues, so it is withdrawn.

12 COMMISSIONER DEASON: Very well. BellSouth.

13 MR. KITCHINGS: Mr. Chairman, I have a bit of an  
14 unusual motion here, and I will just go forward with  
15 it. It seems to my client that this issue has been  
16 expanded beyond the issue that is outlined in the  
17 Commission's prehearing order. Specifically, the  
18 issue is should the following packet switch  
19 capabilities be made available as UNEs. They list out  
20 all switch type capabilities; user to user network  
21 interface, the UNI, network to network interface, NNI,  
22 and then a series of data link control identifiers.

23 Today in his summary, Mr. Holdridge has mentioned  
24 a number of other factors, or at least one other  
25 factor which is beyond the scope of that issue and

1 that is transport. That is above and beyond the issue  
2 as is phrased here. As such, BellSouth would move to  
3 strike that portion of the summary of his testimony.

4 COMMISSIONER DEASON: Mr. McGlothlin.

5 MR. MCGLOTHLIN: The testimony is appropriate  
6 because in order to be available as an unbundled  
7 network element, the packet switching has to be  
8 available at any point in the network. And for that  
9 reason it is appropriate to identify the transport  
10 needed to truly unbundle the packet switching so that  
11 it is available. As the witness described, the packet  
12 switch does not reside in every central office. It  
13 resides only in certain selected central offices. And  
14 so for the new entrant to avail itself of packet  
15 switching, transport is implicitly a necessary  
16 component of the unbundling.

17 COMMISSIONER DEASON: Mr. Kitchings, is the  
18 nature of your objection a motion to strike that the  
19 summary exceeded what was contained in prefiled direct  
20 or rebuttal?

21 MR. KITCHINGS: Your Honor, we believe --  
22 BellSouth believes that in its entirety the issue of  
23 transport is beyond the issue as stated here.  
24 BellSouth has agreed to make available the packet  
25 switching at UNE prices.

1           COMMISSIONER DEASON: I think you didn't hear my  
2 question.

3           MR. KITCHINGS: I'm sorry, I apologize.

4           COMMISSIONER DEASON: My question is very  
5 limited. My question is did his summary exceed what  
6 was contained in his prefiled direct or rebuttal.

7           MR. KITCHINGS: No, Your Honor, it did not.

8           COMMISSIONER DEASON: Okay. So it seems to me  
9 that the appropriate time to have -- you could earlier  
10 have identified those portions of the prefiled  
11 testimony which exceeded the scope of the relevant  
12 issue, which I think is Issue 2, and it would have  
13 been more conducive for this Commission to have had  
14 that available to it so that it could have heard  
15 argument and it could have made an informed ruling.

16           It is very difficult at this point after this  
17 witness has already taken the stand and given the  
18 summary of testimony that has been prefiled to try to  
19 now go back into the record and expunge that from it.  
20 And for those reasons your motion is denied. We will  
21 proceed.

22           MR. KITCHINGS: Thank you, Your Honor.

23                                   CROSS EXAMINATION

24 BY MR. KITCHINGS:

25           Q       Good morning, Mr. Holdridge.

1           A        Good morning, Mr. Kitchings.

2           Q        I believe in your testimony you have stated that  
3 you had more than 20 years experience in the  
4 telecommunications industry?

5           A        Yes, sir.

6           Q        Would you please briefly explain to us exactly  
7 what your duties are at ICG currently?

8           A        Yes, sir. I am responsible for the negotiation  
9 and implementation as well as administration of all  
10 interconnection agreements between ICG and Bell Operating  
11 Companies and independent telephone companies.

12          Q        Is that the sum and substance of your  
13 responsibilities today, sir?

14          A        I have other administrative responsibilities,  
15 some budget activity, et cetera. But, yes, that is the  
16 summary.

17          Q        Okay. I believe you stated, sir, in your  
18 testimony, on Page 7 specifically -- of your direct  
19 testimony that is -- that BellSouth is required to provide  
20 packet switching as a UNE, and that continues to be ICG's  
21 position in this docket, is that correct?

22          A        Yes, sir, that's correct.

23          Q        Now, we can agree, can't we, that we don't have  
24 the FCC's final order regarding the list of UNEs which ILECs  
25 must make available, do we?

1           A       Yes, we can agree to that. But I would like to  
2 further add that I believe that it is the jurisdiction of  
3 this Commission in this state to be able to go beyond the  
4 scope of an FCC order as long as it is in the intent of the  
5 act.

6           Q       You are not suggesting, though, sir, that this  
7 Commission could ignore an FCC order, are you?

8           A       No, I am not saying that it would ignore it. I  
9 am saying that it could go beyond it.

10          Q       In fact, though, the FCC has issued a press  
11 release regarding its forthcoming order, haven't they?

12          A       Yes, sir, they have.

13          Q       Have you reviewed that?

14          A       Yes, sir, I have.

15          Q       Can we agree then, sir, that the FCC, in essence,  
16 stated in that press release that incumbent LECs are not  
17 required to unbundle packet switching except in some limited  
18 circumstances?

19                 MR. McGLOTHLIN: You're referring to the  
20 unofficial four-page synopsis released by the FCC?

21                 MR. KITCHINGS: Yes, sir.

22          A       No, absolutely not. If you read further on in  
23 that press release, it does say that facilities that are  
24 currently combined and in use must be made available to  
25 competitive local exchange carriers. It is ICG's opinion as

1 well as my personal opinion that the existing frame relay  
2 service is a combination of network elements.

3 Q Mr. Holdridge, I'm going to read you a small  
4 portion of the second page of the summary that your counsel  
5 referred to.

6 MR. McGLOTHLIN: I object, unless the witness has  
7 a copy before him. We have copies of that press  
8 release than we could distribute, if you like.

9 COMMISSIONER DEASON: Please distribute that.

10 BY MR. KITCHINGS:

11 Q Mr. Holdridge, do you have in front of you a copy  
12 of the summary of the FCC's press release?

13 A Yes, sir, I do.

14 Q Would you look at the second page of that,  
15 please, sir?

16 A The second page of the summary section?

17 Q The second page of the summary underneath the  
18 section entitled network elements that need not be  
19 unbundled.

20 A Yes, sir.

21 Q Would look at the second bullet, please?

22 A Yes, sir.

23 Q And would you read that, please?

24 A The second bullet begins packet switching.

25 Incumbent LECs are not required to unbundle packet switching

1    except in the limited circumstances in which a requesting  
2    carrier is unable to install its digital subscriber line  
3    access multiplexer, or DSLAM, at the incumbent LEC's remote  
4    terminal and the incumbent LEC provides packet switching for  
5    its own use. Packet switching involves the routing of  
6    individual data message units based on addresses or other  
7    routing information and includes the necessary electronics,  
8    e.g., DSLAMs.

9           Q       In light of that provision, Mr. Holdridge, is it  
10   still your position that the FCC has not indicated its  
11   intent that LECs are not required to unbundle packet  
12   switching?

13                   MR. MCGLOTHLIN: I object to the question on the  
14   basis staff counsel has already acknowledged that  
15   neither he nor the witness has seen the final order.

16                   COMMISSIONER DEASON: A fair objection.

17                   MR. KITCHINGS: I will withdraw the question,  
18   Mr. Chairman.

19                   COMMISSIONER DEASON: Very well.

20   BY MR. KITCHINGS:

21           Q       Let's move to the EEL for just a minute, Mr.  
22   Holdridge. EEL is an abbreviation for enhanced extended  
23   link, is that correct?

24           A       Yes, sir, that is correct.

25           Q       And I will call it from this point forward the

1 EEL just for ease of reference. Is the EEL currently  
2 offered in the current interconnection agreement between  
3 BellSouth and ICG?

4 A No, sir, it is not.

5 Q Can you tell this Commission, sir, what the EEL  
6 is comprised of?

7 A Yes, sir. Commissioners, the EEL is comprised of  
8 the loop, a cross connect, and a transport facility. The  
9 loop is from the customer prem to the end office serving  
10 that customer premise, a cross connect from that loop to the  
11 transport facility, and then the transport facility from  
12 that central office to another central point where ICG may  
13 have a collocation existing.

14 Q So is it fair to say then, Mr. Holdridge, that  
15 the EEL consists of three separate components, or at least  
16 three separate components?

17 A Three if you counted the cross connect, as well,  
18 yes, sir.

19 Q Okay, thank you. And I believe your counsel  
20 stated, and we can agree that the FCC's final order has not  
21 been received yet?

22 A That is correct. The FCC's final order has not  
23 been received yet. However, the press release does go on to  
24 say that anything that is a combined facility and existing  
25 in the ILEC's network must be made available to the CLEC,



1 and we believe that enhanced extended links do currently  
2 exist and are currently combined in the BellSouth network.

3 Q Now, I believe in your testimony and again in  
4 your summary you related BellSouth's position that it would  
5 make the EEL available through a commercial agreement not  
6 subject to the act, is that correct?

7 A Not quite. I believe that I said that it was  
8 made available outside the interconnection agreement not  
9 subject to the act.

10 Q I stand corrected. But it is outside of the  
11 parameters of the interconnection agreement is ICG's  
12 understanding of BellSouth's position?

13 A Outside of the interconnection agreement via  
14 professional services agreement is how BellSouth has  
15 proposed that.

16 Q So it would, in fact, be fair to characterize  
17 this as a question of not whether BellSouth is going to  
18 provide the EEL, but a question of how much BellSouth will  
19 charge to provide the EEL, is that correct?

20 A That is correct. It is correct that BellSouth is  
21 willing to provide the EEL, however, they are willing to  
22 provide it at retail rates that are more than what their end  
23 users must currently charge as well as far above TSLRIC.  
24 The percentages for markup are estimated in the hundreds of  
25 percentages, so it makes it financially unavailable to ICG

1 in this manage.

2 MR. KITCHINGS: I don't have anything further,  
3 Mr. Chairman. Thank you, Mr. Holdridge.

4 COMMISSIONER DEASON: Staff.

5 MR. FORDHAM: No questions for this witness,  
6 Commissioner.

7 COMMISSIONER DEASON: Commissioners.

8 COMMISSIONER CLARK: No.

9 COMMISSIONER DEASON: Redirect.

10 MR. MCGLOTHLIN: Briefly.

11 REDIRECT EXAMINATION

12 BY MR. MCGLOTHLIN:

13 Q Mr. Holdridge, counsel for BellSouth referred you  
14 to BellSouth's offer to provide the EEL through a commercial  
15 agreement outside of the interconnection agreement. You  
16 mentioned that the price will be more than TELRIC. Would  
17 they be fixed for the duration of the agreement to your  
18 knowledge?

19 A My understanding is per Section 7.1.3 of the  
20 professional services agreement that BellSouth has offered  
21 to ICG, that professional services agreement calls for an  
22 annual review. And that annual review could actually  
23 withdraw the application as well as change the price of that  
24 application upward as well as downward, but it is very  
25 temporary and very much in flux to the point where it would

1 be very difficult to build a network or offer a public  
2 product on something that is so temporary and open for such  
3 change in review.

4 Q When you speak of something that is temporary and  
5 in the state of flux, are you talking about price or are you  
6 talking about the availability of the EEL?

7 A Actually, I'm talking about both, since both are  
8 subject to the annual review, price and availability, and  
9 can be changed as well as withdrawn.

10 COMMISSIONER JACOBS: I did have one minor  
11 question. In the press it indicated that there narrow  
12 circumstance in which a packet switch could be  
13 considered for unbundling, and, i.e., that the  
14 requested carrier is unable to install the DSLAM. Do  
15 you know the status of that for your purposes?

16 THE WITNESS: Yes, sir, Commissioner Jacobs. We  
17 believe that we may have a problem under that area,  
18 not only with DSLAMs, but in the problems that we have  
19 been experiencing with BellSouth on this issue. And  
20 to that end we need to very much see the details in  
21 that order.

22 COMMISSIONER JACOBS: Okay. Thank you.

23 MR. McGLOTHLIN: I have one more question on  
24 redirect, if I may.

25 BY MR. McGLOTHLIN:

1           Q       Mr. Holdridge, in your summary you indicated that  
2 the EEL could be configured with circuit capacity of DS-0  
3 and larger. What is your understanding with respect to what  
4 BellSouth would offer to provide in the way of an EEL, even  
5 if it is outside of the interconnection agreement?

6           A       As part of the public service agreement -- or,  
7 excuse me, professional services agreement that BellSouth  
8 has offered to ICG, it offered it at DS-1 circuits and above  
9 only, which seems to be very limiting, as well as  
10 contradicts some of the existing offerings that BellSouth  
11 has with other carriers at the DS-0 level.

12          Q       Would DS-1 capacity serve your needs in your  
13 attempt to develop competition in Florida?

14          A       Only in a limited fashion. DS-1 is obviously a  
15 larger pipe, and a DS-0 is a smaller pipe. As ICG would  
16 very much like to serve some of the smaller businesses in  
17 Florida, we would like the DS-0 service to serve that. If  
18 we had to serve those smaller business with a DS-1 type EEL,  
19 we would have excess capacity left over, it would be an  
20 inefficient use of network facilities, and it would be  
21 financially harmful to ICG.

22                   MR. McGLOTHLIN: Those are all the questions.

23                   COMMISSIONER DEASON: You may be excused.

24                   (Transcript continues in sequence with Volume 2.)

25

- ' -	3 [4] 11:10; 73:2, 4; 75:6 30 [4] 2:9, 10; 14:16, 25 319 [1] 26:3 32301 [1] 3:7 32399 [1] 3:25 35 [2] 5:8; 21:4 36 [3] 73:4, 5, 7	accept [1] 68:17 acceptable [2] 71:3; 103:23 access [29] 11:24; 12:3; 13:5, 6, 21; 14:9, 10, 11, 13; 15:12, 13; 16:4, 24, 25; 17:3; 19:14; 20:12; 21:25; 23:15; 102:11, 13, 17; 103:8, 9; 109:16 accommodation [1] 73:20 according [1] 18:5 achieve [1] 69:9 achieves [1] 66:20 acknowledge [1] 17:17 acknowledged [1] 110:1 acquainted [1] 11:22 act [18] 11:7, 8, 22; 12:12, 13; 16:10, 25; 17:1; 18:1; 23:5; 24:1; 25:5, 11, 15; 68:2; 107:21; 111:16, 19 activity [1] 107:6 actually [7] 21:18, 20; 26:21; 27:3, 15; 113:4, 14 add [3] 10:9; 75:7; 107:18 added [1] 8:6 adding [1] 74:25 addition [2] 10:1; 26:14 additional [3] 21:14; 66:1, 2 additions [1] 74:17 address [11] 9:12; 10:12; 11:3; 20:5; 22:3; 23:4, 5, 25; 25:21; 74:7, 9 addressed [3] 10:24; 26:11, 19 addresses [7] 18:24; 20:7; 65:9; 73:1, 20; 102:6; 109:19 addressing [1] 12:25 administer [1] 24:17 administration [1] 106:25 administrative [2] 16:10; 107:5 admissibility [1] 14:5 admissible [1] 18:8 admission [1] 19:2 admitted [2] 8:19; 20:13 adopt [16] 13:11, 14, 22; 15:3, 4, 6; 16:3, 7, 16, 23; 18:4, 19; 19:23; 26:13; 75:12 adopted [1] 17:10 adopts [2] 11:11; 22:22 adverse [2] 23:6, 7 advise [1] 22:4 advisement [1] 22:2 affairs [1] 74:12 affect [2] 13:2; 17:3 after [11] 10:3; 11:14; 16:20; 17:17, 18, 19; 73:5, 14; 74:25; 75:8; 106:10 again [7] 9:6; 15:16; 16:20; 26:4, 15; 67:14; 111:13 against [1] 26:21 agency [1] 18:11 agree [12] 12:13; 17:9; 18:5, 20; 19:16, 18; 21:16; 71:1; 107:14, 17; 108:6; 111:5 agreed [6] 10:13; 22:8, 12, 13; 71:12; 106:1 agreeing [1] 70:23 agreement [42] 22:18; 24:8; 25:7; 26:20, 23; 27:10, 18; 65:15; 67:19; 68:14; 69:19, 20, 25; 70:23; 71:3, 6, 8, 23; 72:1, 4, 7, 12; 73:20; 75:2; 104:24, 25; 110:12; 111:15, 18, 21, 23, 24; 112:22, 24; 113:2, 3; 114:4, 5, 6	agreements [3] 71:11; 107:1 ahead [3] 7:3; 17:24; 72:20 ajv-6 [1] 73:24 al [2] 7:9, 17 alabama [3] 17:13, 16; 70:13 albert [1] 3:11 alec [1] 25:11 all [26] 7:21; 9:13; 14:6, 7, 17, 22; 15:7, 13; 26:2; 28:2, 3; 66:23; 68:18, 23; 71:16; 72:14; 102:9, 13, 14; 103:6, 21, 22; 105:12; 106:25; 114:21 allegation [1] 11:18 allegations [1] 26:14 allocate [1] 19:16 allow [1] 14:12 allowed [2] 20:20; 22:11 along [1] 27:20 already [4] 22:25; 24:2; 106:10; 110:1 among [3] 27:18; 71:10; 105:1 annual [3] 113:4, 15 another [6] 7:10; 17:6; 20:1, 9; 23:16; 110:22 answer [7] 12:25; 15:17, 21, 24; 18:25; 71:13 answers [2] 29:1, 8 anticipate [1] 70:20 anything [9] 12:4; 16:13; 69:14; 72:8; 73:16; 75:5, 10; 111:9; 112:12 apologize [1] 106:3 appear [4] 9:19, 21; 10:1, 2 appearance [2] 7:20; 12:10 appearances [1] 3:2; 7:7 appearing [5] 7:16, 17; 10:15; 28:15 appears [2] 21:6; 75:3 applicable [2] 11:15; 68:13 application [3] 11:12; 113:5, 6 applications [1] 103:6 apply [1] 9:17 appreciate [1] 71:13 appropriate [20] 8:16; 12:12; 13:16, 20; 14:9, 18; 17:7; 19:7, 16, 22, 23, 24; 21:10, 11; 22:7; 27:21; 71:15; 105:17, 19; 106:6 arbitrate [3] 11:8; 23:4, 17 arbitrated [1] 71:16 arbitration [8] 1:10; 7:5; 8:5; 12:8; 17:14; 20:11; 25:5, 6 arbitrators [2] 17:18; 25:10 area [4] 22:19; 23:23; 24:11; 113:20 areas [1] 70:12 argue [5] 13:4, 19; 15:6; 16:17; 19:7 argued [3] 13:4, 15; 15:2 arguing [8] 14:8; 15:9, 18; 17:4, 5 argument [23] 11:4, 5, 6; 12:11, 23; 13:3, 8, 9, 15, 19; 14:1, 6, 15; 16:14; 17:4, 22; 18:19; 19:11, 12; 21:9; 28:1; 106:9 arguments [8] 19:4, 19, 21, 22, 24; 20:15, 16 arises [1] 73:21 around [1] 12:5 arrangement [2] 68:10; 69:13 arrangements [2] 12:1; 25:18 array [1] 22:19 arrive [1] 8:14 aside [1] 10:10
'96 [1] 11:7			
---			
- [1] 6:9			
- [31] 13:10; 15:1, 2, 9, 17, 20; 16:21; 17:8, 20, 24; 18:14, 19; 19:7; 20:24; 24:16; 25:10; 26:9; 27:9, 23; 68:6; 70:1; 71:4, 6, 13; 105:25; 106:8; 107:9, 10; 114:5	- 4 -		
_____ [1] 1:17	4 [2] 68:8; 75:6		
_____ [1] 1:5	40 [1] 5:7		
	4075 [1] 2:14		
	4300 [1] 3:19		
	46 [1] 5:16		
	49 [1] 5:17		
- 0 -			
	- 5 -		
00 [1] 72:18			
	5 [5] 18:1, 2, 3; 68:8; 75:6		
- 1 -			
	- 6 -		
1 [19] 1:21, 22; 6:9, 12; 8:2, 13, 18, 19, 20; 11:11; 12:19, 21; 14:1; 20:22; 21:7; 22:3; 23:14; 72:25; 73:4	6 [1] 2:10		
10 [4] 12:11; 21:4; 73:4	60 [1] 5:18		
100 [1] 18:14	67 [1] 5:19		
107 [1] 6:4	675 [1] 3:18		
11 [1] 72:18	69 [1] 5:20		
114 [1] 6:5			
116 [1] 1:22	- 7 -		
117 [1] 3:6			
12 [2] 21:4; 73:5	7 [3] 2:7; 6:12; 107:9		
148 [1] 2:13	7.1.3 [1] 113:1		
15 [2] 21:25; 72:17	73 [1] 5:21		
18 [2] 21:19, 21	77 [1] 6:1		
180 [1] 74:9	79 [1] 6:2		
19 [1] 74:24			
1996 [4] 24:1; 25:5, 15; 68:2	- 8 -		
1999 [2] 2:7; 11:19			
- 2 -	800 [1] 74:9		
	87 [1] 17:25		
2 [3] 74:23; 106:8; 114:22			
20 [3] 73:6, 7; 106:19	- 9 -		
20.4 [1] 69:25			
2000 [1] 67:10	9 [1] 2:9		
20037 [1] 3:12	95 [1] 6:3		
21 [1] 74:24	990691-tp [2] 1:7; 7:5		
2101 [1] 3:12			
24 [2] 21:4; 72:24	- A -		
25 [2] 21:4; 72:25			
251 [8] 18:1, 2, 3; 25:8, 9, 11, 12, 15	abbreviation [1] 110:7		
252 [1] 25:5	ability [1] 23:20		
2540 [1] 3:24	able [8] 9:20; 15:10; 26:14; 65:9; 70:25; 102:22; 103:10; 107:19		
26 [2] 22:20; 72:25	above [4] 11:23; 105:15; 112:8; 114:7		
27 [2] 21:24; 72:25	absent [1] 16:12		
28 [1] 72:25	absolutely [1] 108:11		
29 [5] 21:19, 21; 72:25; 73:2, 4	abundantly [2] 14:21; 17:25		
- 3 -			

ask [16] 7:23; 8:11; 11:3; 12:22; 15:8; 23:25; 24:20, 23; 27:24; 28:3; 29:10; 70:22; 71:10, 15; 73:19; 75:16	behalf [7] 3:8, 13, 20; 4:1; 28:10, 15; 74:2	- C -	clarifications [1] 74:20
asked [11] 8:5; 13:2; 15:21; 22:7; 26:22, 24; 27:4; 28:24; 29:7; 71:23; 102:10	being [7] 23:12; 26:22, 24; 72:12, 20; 73:3, 8	c [4] 3:12, 23; 7:1; 25:5	clarify [3] 73:23; 74:25; 75:5
asking [8] 15:14; 20:19; 21:2; 25:23; 26:9; 66:17	believe [24] 15:19, 22, 25; 16:1, 10, 22; 20:13, 16; 22:3; 23:14; 67:13; 68:7; 73:1, 24; 105:25; 106:18; 107:8, 18; 111:4, 11, 13, 17; 113:20	caldwell [1] 10:11	clark [21] 2:4; 7:2; 13:1; 15:8, 13, 17, 24; 18:13; 21:1, 15; 27:9, 16; 70:22, 25; 71:3, 6, 9, 14, 15, 18; 112:15
aspects [1] 9:13	believes [1] 105:25	call [11] 9:23; 10:4; 18:22; 23:3, 10; 28:5, 8; 72:19; 73:25; 110:10	clear [8] 10:21; 14:21; 15:9; 17:25; 18:13, 14; 73:8, 9
asserted [1] 14:2	bell [1] 107:1	called [2] 28:10; 74:2	cleared [1] 9:16
assist [1] 11:4	bellsouth [124] 1:13; 3:17, 20; 7:8, 8; 8:4, 5, 12; 9:16; 10:11, 13; 12:2, 3, 5, 6, 7, 9, 13, 16, 19, 24; 13:18; 14:17, 21, 24; 15:9; 17:14, 15; 20:18; 21:7; 22:18; 23:9, 10, 11, 19, 23; 24:8, 11, 19, 20, 24; 25:3, 16, 17; 26:9, 12, 17, 21; 27:16, 17, 22; 65:10, 17, 19, 20, 22, 24; 66:1, 4, 7, 12, 15, 17, 18, 22, 24; 67:2, 14, 25; 68:12, 14, 23; 69:3, 5, 12, 21; 70:3; 71:1, 4, 23, 25; 72:8; 73:10; 75:3; 102:11, 16, 19, 20, 22, 23; 103:3, 9, 12, 19, 23, 25; 104:11, 13, 19, 22, 24; 105:7, 15, 25; 106:1; 107:10; 110:13; 111:12, 24; 112:2, 3, 5, 20; 113:2, 21; 114:3, 6, 9	calls [8] 11:12, 13, 16; 23:18; 70:18; 73:25; 113:3	clearly [4] 11:15; 15:5, 19; 16:2
associated [3] 23:6; 68:24; 105:6	bellsouth's [21] 9:22; 11:14; 13:14; 14:6; 22:19; 23:3, 18, 19, 22; 24:9; 25:4; 26:24; 65:13; 66:8, 9; 68:9; 72:10; 102:10; 111:14, 22; 112:21	can't [2] 19:2; 107:14	clec [1] 111:10
assume [3] 24:3; 66:24; 73:9	benefit [1] 65:22	cannot [2] 17:10; 25:12	client [1] 105:9
assumes [1] 68:23	besides [1] 7:10	capabilities [2] 105:11, 12	collocated [1] 24:3
assuming [2] 68:19, 25	better [2] 24:9; 73:15	capacity [7] 65:13, 25; 74:11; 104:6; 114:1, 11, 18	collocation [8] 24:6; 102:21, 25; 104:8, 16; 110:23
assurance [1] 24:21	betty [1] 2:12	carolina [8] 8:5; 9:4, 8; 17:14, 15; 27:3, 9, 20	combination [2] 25:19; 108:16
atlanta [2] 3:19; 70:19	between [6] 12:2; 67:19; 70:1; 72:12; 107:1; 110:12	carriage [1] 19:15	combined [3] 108:13; 111:9, 12
attached [1] 105:5	beyond [9] 14:5; 16:8; 21:6; 105:10, 14, 15; 108:1; 107:19, 25	carrier [7] 22:23, 24; 23:15; 109:15; 113:19	combines [1] 104:2
attachment [1] 72:23	binding [24] 24:14, 16, 17; 25:14, 16, 18; 65:10, 15, 21; 66:10, 13, 19; 67:15, 20, 25; 68:24; 69:3, 19; 70:5, 12, 23; 71:1; 72:4	carries [5] 11:25; 19:15; 65:11; 108:14; 114:10	come [5] 19:17; 20:3; 21:10; 73:15, 18
attempt [1] 114:12	birmlingham [2] 70:13, 16	carry [2] 66:3, 16	coming [2] 18:25; 103:15
attempted [1] 22:18	bit [2] 20:16; 105:8	carrying [2] 19:6, 12	commenced [1] 2:9
attorney [2] 7:11	black [1] 18:16	carved [1] 16:9	comments [1] 14:24
attracted [1] 22:24	blocking [1] 70:18	case [12] 7:19; 11:11; 12:8, 15; 20:2, 3; 22:20; 23:14, 21; 24:25; 27:8; 29:3	commercial [2] 111:15; 112:21
audacity [1] 12:12	blvd [1] 3:24	cause [3] 28:18; 29:2; 103:13	commission [68] 1:2; 3:24; 4:1; 7:21, 23; 8:2, 5, 12, 18, 23; 9:4, 5, 8, 12; 11:8, 9, 22; 12:11; 13:5, 11, 14, 18; 14:2; 15:3, 4, 5; 16:7, 12, 15; 17:10, 25; 18:4, 6; 19:1, 8, 16; 20:11, 13; 21:12; 23:4, 5, 16; 25:2, 7, 8, 13, 17, 20, 23; 26:9, 10, 13, 18; 27:1, 2, 6, 8, 13, 14; 71:16; 106:8; 107:19, 23; 110:15
augment [1] 66:4	boards [1] 11:4	caused [1] 67:21	commission's [3] 25:9; 26:20; 105:10
authority [7] 15:15, 18; 16:11, 12, 25; 17:1; 23:4	both [5] 24:25; 25:15; 103:7; 113:14	causes [1] 103:18	commissioner [148] 2:3, 4, 5; 7:2, 7, 10, 13, 14, 21, 22, 24; 8:1, 3, 7, 9, 10, 15, 17, 19, 21, 23, 25; 9:2, 5, 6, 7, 11, 12, 15, 17, 19, 24; 10:5, 7, 9, 14, 16, 17, 22, 23, 25; 11:2, 5; 12:24; 13:1; 14:7, 14, 18; 15:1, 7, 8, 13, 17, 20, 24, 25; 16:13; 17:21, 24; 18:12, 13, 18, 20; 20:1, 5, 8, 17, 19, 22, 24; 21:1, 5, 15, 16, 18, 19, 22, 23; 22:1, 5, 6, 8, 9, 10, 12, 14, 15; 24:16, 24; 25:1; 27:9, 16, 23, 25; 28:1, 2, 5, 7; 29:10, 12, 14; 67:2; 69:15; 70:11, 14, 21, 22, 25; 71:3, 6, 9, 14, 15, 18, 19; 72:15, 17, 19; 73:10, 18, 23; 75:17; 105:5, 7, 16, 23; 106:2, 4, 6; 108:22; 110:2, 4; 112:13, 14, 15, 16; 113:17, 20, 23; 114:22
avail [1] 105:21	bound [1] 11:15	center [1] 2:12	commissioners [17] 8:11; 9:2, 13; 11:6; 12:25; 15:7; 18:12; 20:24; 21:14; 22:16; 28:21; 65:8; 70:11; 102:4, 5; 110:17; 112:15
availability [2] 113:13, 15	bounds [3] 11:21; 12:6; 14:5	central [16] 24:6, 10; 102:10, 18, 20, 24, 25; 103:2; 104:8, 9, 11, 16; 105:20, 21; 110:22	commissioners' [1] 10:19
available [15] 67:1; 102:11; 104:14; 105:4, 11, 17, 18, 20; 106:1, 9; 107:16; 108:13; 111:10, 15, 18	brief [2] 25:3; 73:14	central [16] 24:6, 10; 102:10, 18, 20, 24, 25; 103:2; 104:8, 9, 11, 16; 105:20, 21; 110:22	commissions [2] 16:7; 19:21
availing [1] 24:4	briefly [3] 20:18; 106:22; 112:17	certain [9] 9:20; 10:12, 19; 14:11; 16:4; 26:8; 70:18; 71:3; 105:21	commit [3] 66:10, 18; 71:1
avenue [1] 74:9	bring [3] 14:18; 69:13; 73:11	certainly [7] 10:22; 13:2; 19:17; 20:11; 21:14; 69:25; 71:5	commitment [2] 66:14; 69:4
avoid [1] 25:22	brought [1] 8:4	certainty [1] 71:5	committed [2] 24:19
avoids [1] 23:19	bruce [5] 5:24; 23:25; 73:25; 74:2, 8	cetera [1] 107:6	common [2] 23:21, 23
aware [4] 10:16; 27:22; 68:12, 15	build [1] 113:8	chairman [4] 69:14; 105:8; 110:3; 112:12	communications [1] 16:10
- B -	bullet [2] 109:9, 12	change [6] 9:11; 72:6; 74:23; 75:5; 113:5, 10	companies [4] 11:24; 67:19; 107:2
b [10] 18:1, 2, 3; 22:23, 24; 24:4, 5, 6; 25:6; 104:9	burdening [1] 18:25	changed [1] 113:16	company [2] 22:17; 24:14
back [4] 17:8, 21; 72:19; 106:11	business [6] 25:25; 26:4, 15; 74:7, 8; 114:17	changes [3] 74:17, 19, 20	compelled [1] 12:15
background [1] 18:16	businesses [1] 114:15	characterization [2] 14:20; 15:2	compensated [1] 15:10
bad [2] 17:8; 18:11	buy [4] 68:20, 25; 69:6, 8	characterize [1] 112:1	compensates [1] 22:23
bandwidth [1] 104:4	buying [3] 23:20; 69:2, 11	charge [8] 15:11, 12, 13; 23:15; 112:4, 8	compensation [51] 8:13; 11:13, 15, 16; 12:20; 13:10, 11, 12, 13, 15, 16, 21;
based [6] 14:20; 27:6; 65:17; 102:15; 103:12; 109:19		charges [1] 11:24	
basis [3] 11:7; 18:5; 110:1		choose [4] 66:1; 71:7, 10, 12	
basis [3] 11:7; 18:5; 110:1		chooses [1] 20:12	
bear [2] 23:13, 22		chose [1] 21:7	
bearing [1] 8:12		cindy [1] 23:4	
because [18] 11:4; 12:7, 8, 14, 17; 15:15; 16:5, 15; 17:5; 19:15; 20:10, 22; 23:1; 24:9; 25:25; 26:15; 27:21; 105:17		circuit [2] 104:6; 114:1	
becomes [1] 18:20		circuits [2] 104:4; 114:7	
been [23] 7:18, 25; 8:18, 25; 9:9; 11:1, 10; 19:3; 21:11; 22:20; 27:2, 13; 28:11, 22; 71:11; 73:21; 74:3; 105:9; 106:8, 11; 111:8, 8; 113:21		circumstance [2] 16:17; 113:18	
before [15] 1:1; 2:3; 8:14; 11:5, 6; 12:25; 17:14; 20:4; 21:12; 22:2, 4; 26:25; 72:19; 108:21		circumstances [4] 24:18; 68:19; 108:9; 109:14	
begin [4] 11:5; 16:18; 21:21; 102:7		cited [1] 68:9	
beginning [6] 21:4; 24:25; 73:2, 4, 5, 7		citing [1] 11:14	
begins [2] 21:18; 109:12		civil [1] 11:17	

<p>14:3, 4, 9, 13; 15:4, 6, 14, 18, 23; 16:1, 3, 7, 19, 23; 17:2, 5, 7, 23; 18:2, 4, 22; 19:5, 8, 10, 14, 23; 22:23; 23:17; 26:8, 18, 22; 27:5, 10, 16, 18, 20; 73:2          competing [1] 12:10          competition [8] 18:3; 23:7, 24; 24:13; 68:3; 104:18; 114:12          competitive [8] 22:17, 19; 23:11, 22; 24:1, 12; 103:14; 108:14          competitively [2] 24:10; 103:11          complaint [1] 19:11          complete [1] 26:16          component [1] 105:22          components [3] 102:14; 110:25; 111:1          composite [1] 6:12          comprised [2] 110:18, 17          comprising [1] 104:21          concern [1] 70:22          concerning [2] 8:5; 72:20          concerns [1] 102:6          conclude [6] 16:15, 16, 18; 19:8; 24:22; 71:4          concluded [1] 2:10          concludes [3] 12:23; 66:25; 105:3          conclusion [6] 13:8, 17, 19; 19:9, 17, 18          condition [2] 25:10, 11          conditions [2] 25:8, 7          conducive [1] 106:8          conducting [1] 25:10          conference [5] 2:12; 9:15; 10:18; 13:1; 22:12          configured [1] 114:1          congress [1] 16:8          connect [3] 110:18, 20; 111:2          connected [1] 104:2          consequently [1] 103:14          consider [6] 11:8; 13:22; 21:7, 13; 24:23; 27:4          consideration [2] 11:9; 25:22          considered [4] 20:4; 21:9; 26:2; 113:18          consistent [1] 26:13          consists [1] 110:25          constitutes [1] 73:20          construct [1] 12:23          consuming [1] 26:6          contained [4] 8:19; 20:8; 105:24; 106:5          contains [1] 72:23          contemplated [2] 12:18; 21:11          contemplates [1] 9:19          contend [4] 13:3; 14:17; 15:23; 16:8          contends [1] 12:1          contention [5] 12:6, 9, 13, 16; 14:23          context [1] 11:20          continuation [1] 27:10          continue [3] 9:9; 27:12, 15          continues [2] 107:11; 114:22          continuing [1] 21:4          contract [1] 17:13          contractually [1] 67:24          contradicts [1] 114:9          contributes [1] 23:1          control [1] 105:13          convenient [1] 73:19          conversation [1] 8:11          conversations [2] 17:17; 72:5</p>	<p>copies [3] 8:14; 9:1; 108:21          copy [4] 8:4; 10:20; 108:21, 24          correct [26] 7:25; 8:24, 25; 15:1; 20:9; 21:22; 29:6, 7; 87:6, 8, 16, 17; 68:10; 69:9; 70:24; 72:16; 107:12, 13; 110:8, 9; 111:7, 16; 112:4, 5          corrected [1] 111:20          corrections [1] 74:18          correctly [1] 23:9          cost [6] 23:10, 18, 19; 66:7; 69:6; 104:15          costs [13] 15:10; 17:6; 19:5, 12, 13, 16; 23:3, 24; 24:12; 68:18, 24; 103:18, 21          could [24] 7:13; 10:1; 11:17; 15:6; 18:20; 19:13, 18, 19, 20; 20:18, 25; 23:2; 24:5; 69:8; 104:17; 106:6, 9; 107:23, 25; 108:21; 113:4, 18; 114:1          counsel [9] 8:11; 14:21; 20:17; 25:2; 71:23; 108:18; 110:1; 111:4; 112:20          counted [1] 111:2          countervailing [1] 12:10          couple [3] 26:4; 67:5; 71:22          course [1] 104:4          court [1] 75:16          cover [1] 19:13          covered [2] 9:22; 24:23          create [1] 20:14          creates [1] 12:10          critical [2] 17:21; 22:25          cross [13] 5:19, 20; 6:4; 19:1; 67:1, 3; 69:16; 104:2; 105:4; 106:14; 110:18, 20; 111:2          cross-connected [1] 24:4          current [2] 67:19; 110:12          currently [11] 25:21, 25; 65:24; 67:14; 104:14; 106:23; 108:13; 110:11; 111:11, 12; 112:8          customer [14] 19:13; 23:18; 24:4, 5; 25:4; 102:18, 20, 23; 103:6; 104:7, 12; 110:19, 20          customers [6] 22:25; 66:4, 9; 68:5; 102:15</p> <hr/> <p>- D -</p> <hr/> <p>d [3] 3:12; 5:2; 7:1          daonne [1] 10:11          data [3] 102:8; 105:13; 109:19          date [1] 2:7          dc [1] 7:18          deal [3] 20:22; 73:12, 22          dealing [1] 73:17          deason [101] 2:3; 7:2, 7, 10, 13, 14, 21, 24; 8:1, 3, 7, 9, 11, 15, 17, 21, 23, 25; 9:2, 5, 7, 12, 17, 24; 10:5, 7, 14, 16, 17, 22, 25; 11:2, 5; 12:24; 14:7, 14, 16; 15:1, 7, 20, 25; 18:13; 18:12, 20; 20:1, 5, 8, 17, 19, 24; 21:5, 16, 18, 19, 23; 22:1, 5, 6, 8, 10, 12, 14, 15; 24:16, 24; 25:1; 27:23, 25; 28:2, 5, 7; 29:12, 14; 67:2; 69:15; 70:11; 71:19; 72:15, 17, 19; 73:10, 18, 23; 75:17; 105:5, 7, 16, 23; 106:2, 4, 6; 108:22; 110:2, 4; 112:13, 15, 16; 114:22          decide [4] 13:7; 15:8; 17:10; 71:7</p>	<p>decided [2] 14:11; 27:14          decides [1] 102:22          decision [8] 9:4; 21:15; 25:24; 26:4, 25; 27:9; 75:4, 9          decisions [3] 26:20; 27:2, 22          declaratory [3] 11:19; 16:8; 17:25          declare [2] 16:22, 24          declined [2] 27:22; 103:25          dedicated [1] 24:5          deemed [1] 16:5          defer [1] 24:25          define [1] 18:3          defined [2] 15:19; 16:2          delegate [1] 16:11          delegated [1] 16:25          deleted [1] 105:7          deliver [1] 65:18          deltacom [1] 8:5          demonstrate [1] 12:16          denied [3] 11:18; 72:25; 106:12          deny [3] 25:13, 20; 72:22          depending [1] 26:7          depriving [1] 20:14          described [1] 105:20          deserves [1] 20:13          designated [1] 11:1          desire [2] 10:2; 14:17          detail [1] 22:2          details [1] 113:22          determination [1] 22:4          determine [5] 11:21; 17:2; 18:7; 21:20; 26:22          determined [7] 10:24; 16:8; 18:20; 26:11, 21; 27:7, 21          determines [1] 26:7          develop [2] 22:17; 114:12          development [2] 23:7, 8          dial [1] 11:12          dickstein [2] 7:18, 19          didn't [2] 70:12; 106:2          difference [1] 70:8          differences [2] 69:20, 23          different [3] 14:4, 18; 15:16          differently [1] 18:24          difficult [2] 106:10; 113:8          difficulties [2] 67:22; 70:12          difficulty [1] 15:13          digital [1] 109:15          direct [34] 5:16, 17; 6:1, 2; 9:17, 19; 10:2, 3, 4, 8; 20:2, 3, 7, 9; 21:2; 28:13, 19, 22, 23, 25; 29:11; 65:8, 18, 19; 74:1, 5, 16, 19; 75:13, 16; 105:6, 24; 106:5; 107:9          directed [1] 73:11          direction [3] 12:20; 71:6          directly [3] 11:11; 12:25; 102:18          disagree [2] 19:18; 21:24          discounts [3] 25:14, 17, 18          discussed [2] 17:15; 24:23          discussion [2] 11:20; 22:11          discussions [1] 27:13          disregard [1] 20:12          distribute [2] 108:21, 22          distributed [4] 8:6, 25; 9:1, 9          divide [1] 14:24          docket [7] 1:7; 7:5; 25:21, 22, 25; 26:2;</p>	<p>107:12          doesn't [5] 17:3, 23; 21:21; 68:20, 25          doing [6] 10:22; 13:14; 16:19, 21, 22; 19:25          don't [18] 9:4; 11:20; 13:7; 15:23; 16:10; 21:1, 15; 24:22; 26:15; 27:18, 19, 25; 69:7, 14; 70:24; 71:13; 107:14; 112:12          done [2] 18:18; 72:20          down [1] 73:5          downward [1] 113:6          draconian [1] 20:14          dropping [1] 70:18          ds-0 [5] 104:4; 114:1, 10, 14, 16          ds-1 [4] 114:7, 11, 13, 17          dslam [2] 109:16; 113:19          dslams [2] 109:21; 113:21          duly [1] 74:3          duplicate [1] 104:13          duplicates [1] 24:1          duration [1] 112:24          during [5] 9:15; 11:4; 12:7; 13:1; 72:5          duties [1] 106:23</p> <hr/> <p>- E -</p> <hr/> <p>e [7] 2:5; 3:16; 5:2; 7:1; 109:21; 113:18          each [4] 9:19; 10:1; 23:18, 23          earlier [2] 23:22; 106:8          ease [2] 10:19; 110:11          easley [1] 2:12          easy [1] 20:11          ed [1] 7:9          edenfield [14] 3:16; 5:7; 7:9, 10; 21:17, 22; 22:5; 24:24; 25:2; 27:11, 17, 24; 73:10          edwin [1] 3:16          eel [23] 23:19, 25; 24:3, 8, 9; 25:19; 104:1; 110:6, 7, 11, 15, 17, 25; 111:15; 112:3, 4, 6, 21; 113:13; 114:1, 3, 17          effectively [1] 24:13          effects [1] 23:7          efficiency [1] 24:7          efficient [1] 73:13          effort [1] 26:6          either [8] 12:5, 18; 14:19; 15:4; 16:22; 26:6; 69:5; 103:20          elaborate [1] 20:18          electronics [1] 109:20          element [3] 102:13; 104:2; 105:18          elements [8] 10:13; 24:15, 18, 19, 21; 104:21; 108:16; 109:6          eliminate [1] 70:4          else [3] 10:10; 18:15; 75:5          emanated [1] 22:20          employs [1] 102:8          enable [1] 22:19          encourages [1] 19:21          end [21] 22:18; 28:10, 11, 15, 17; 65:18, 19; 68:9; 69:10; 70:16; 73:7; 75:7; 102:11, 16; 103:7, 9, 24; 110:19; 112:7; 113:22          ending [1] 75:7          ends [1] 74:25          enhanced [6] 23:19; 25:19; 102:7;</p>
---	---	---	--

104:1; 110:7; 111:11  
 enough [1] 71:10  
 ensure [3] 25:7; 66:8; 68:4  
 enter [4] 65:9, 15, 21; 67:8  
 entertain [1] 73:9  
 entire [2] 68:2; 104:13  
 entirely [3] 18:25; 21:9, 10  
 entirety [1] 105:25  
 entitled [2] 12:3; 109:6  
 entrant [2] 24:1; 105:21  
 envision [1] 19:13  
 equates [1] 27:18  
 equipment [1] 104:11  
 esplanade [1] 2:14  
 esquire [8] 3:5, 6, 11, 12, 16, 17, 23  
 essence [3] 18:21; 19:4; 108:6  
 essentially [2] 11:18; 103:15  
 establish [2] 23:8; 25:12  
 established [4] 102:21, 25; 103:5; 104:9  
 estate [1] 67:11  
 estimated [1] 112:9  
 et [1] 107:6  
 even [8] 13:3; 17:2, 10; 19:2; 24:9; 66:2; 75:8; 114:3  
 events [1] 12:15  
 ever [1] 68:20  
 every [4] 24:10, 23; 104:11; 105:20  
 evidence [9] 8:20; 21:9; 23:13; 24:23; 25:15; 26:14, 16; 27:5, 12  
 exact [1] 27:11  
 exactly [4] 9:15; 20:24; 73:8; 106:22  
 examination [17] 5:16, 19, 20, 21; 6:1, 4, 5; 19:1; 28:13; 67:1, 3; 69:16; 71:20; 74:5; 105:4; 108:14; 112:18  
 examined [2] 28:11; 74:3  
 example [3] 13:4; 24:3, 9  
 exceed [3] 27:25; 105:2; 106:4  
 exceeded [2] 105:24; 106:7  
 except [3] 23:20; 108:8; 109:14  
 excess [1] 114:18  
 exchange [21] 11:23; 12:3; 13:5, 6, 21; 14:9, 10, 11, 12; 15:12, 13; 16:4, 25; 17:3; 19:14; 20:12; 22:17; 66:14; 108:14  
 excised [1] 29:11  
 exclude [1] 13:24  
 excluding [1] 23:6  
 excuse [1] 114:6  
 excused [2] 72:17; 114:22  
 exempted [2] 14:10; 23:14  
 exemption [2] 11:23; 12:12  
 exercise [1] 24:7  
 exercising [1] 16:5  
 exhausted [1] 28:2  
 exhibit [6] 8:2, 18, 19, 20; 73:24; 105:5  
 exhibits [3] 8:9; 65:2; 72:15  
 exist [1] 111:12  
 existing [7] 26:20, 23; 75:1; 108:15; 110:23; 111:9; 114:9  
 expand [2] 20:20; 65:14  
 expanded [1] 105:10  
 expect [3] 8:13, 14; 11:20  
 expended [1] 67:10  
 expense [1] 24:5  
 expensive [1] 103:14

experience [2] 65:17; 106:19  
 experiencing [1] 113:21  
 expired [1] 27:23  
 explain [5] 15:22, 25; 21:25; 72:20; 106:22  
 explained [1] 11:23  
 express [1] 16:12  
 expunge [1] 106:11  
 extended [14] 23:19; 25:19; 102:7; 104:1, 2, 3, 5, 7, 10, 19, 21, 23; 110:7; 111:11  
 extensive [1] 19:1  
 extent [4] 9:20; 18:19; 20:1; 21:8

- F -

f [1] 2:4  
 facilitate [1] 10:22  
 facilities [5] 24:2; 68:4; 102:12; 108:12; 114:19  
 facilities-based [2] 26:1; 104:17  
 facility [4] 110:18, 21; 111:9  
 fact [10] 13:14; 14:4; 17:19; 19:12; 20:15; 26:6; 27:5; 69:8; 108:1; 112:1  
 factor [1] 105:14  
 factors [2] 27:6; 105:14  
 factual [2] 17:12; 18:5  
 fair [3] 110:2, 24; 112:1  
 fall [1] 21:20  
 falls [2] 11:21; 66:21  
 far [3] 11:21; 12:17; 112:8  
 farber [2] 3:11; 7:19  
 fashion [4] 9:16; 14:2; 25:16; 114:13  
 faurol [1] 2:17  
 favor [1] 23:5  
 fcc [42] 11:11, 14, 23; 12:1; 13:4, 10; 14:10, 11; 15:5, 19, 20; 16:2, 5, 8, 11, 20, 21, 25; 17:1; 18:5, 17; 22:22; 23:14, 16; 26:3, 5, 7, 25; 27:7, 14, 15; 73:5; 75:4, 8; 107:20, 23; 108:1, 6, 10; 109:23  
 fcc's [9] 11:19; 12:16; 13:12; 19:19, 21; 107:15; 108:25; 111:5, 7  
 february [1] 11:19  
 fees [1] 14:11  
 fellow [1] 21:14  
 few [2] 25:3; 28:23  
 figure [2] 17:23; 73:17  
 file [2] 12:15; 21:7  
 filed [9] 7:12; 10:24; 11:10; 17:18, 19; 28:18; 29:2, 5; 72:3  
 filing [1] 12:8  
 final [7] 10:23; 26:18; 68:16; 107:15; 110:2; 111:5, 7  
 finally [2] 23:12; 26:3  
 financially [2] 112:10; 114:20  
 find [1] 20:1  
 fine [1] 27:15  
 finished [2] 14:7, 14  
 firm [5] 3:8; 7:16, 17, 18, 19  
 first [15] 7:17; 8:13; 10:1; 11:8; 14:7, 17; 22:22; 25:13, 14, 20; 28:5, 7; 67:9; 74:3, 23  
 five [3] 10:25; 22:15; 29:5  
 fixed [1] 112:24

flavor [1] 11:22  
 floor [2] 24:6; 104:16  
 florida [20] 1:2; 2:15, 19; 3:7, 23, 25; 23:7, 8; 25:25; 26:1, 15; 27:1, 3; 67:7; 103:6; 104:18; 114:12, 16  
 florida's [2] 22:17; 24:25  
 flows [1] 11:11  
 flux [2] 113:7, 12  
 follow [1] 10:7  
 following [2] 75:8; 105:11  
 follows [2] 28:12; 74:4  
 footnote [2] 14:1; 17:25  
 forced [2] 103:17; 105:2  
 fordham [31] 3:23; 5:20; 7:4, 20, 22; 8:1, 6, 21; 9:5, 6, 9, 10; 10:6, 23; 11:1; 14:15; 20:21; 22:8, 8, 9, 11, 13, 15; 28:1; 69:15, 17; 70:10; 112:14  
 forecast [20] 24:14, 16, 17; 25:14; 66:2, 10, 12, 13, 19, 21; 69:3, 19; 70:2, 4, 5, 7, 23; 71:1; 72:5  
 forecasted [1] 66:20  
 forecasts [13] 25:16, 18; 65:10, 16, 21, 22, 25; 66:15; 67:15, 20, 25; 68:25; 70:12  
 form [2] 17:8; 25:16  
 formal [1] 7:20  
 forth [2] 11:9; 25:5  
 forthcoming [1] 108:2  
 forward [5] 20:3; 21:10; 27:3; 105:9; 110:10  
 foster [1] 68:2  
 fostering [1] 68:3  
 found [1] 72:24  
 four [1] 10:3  
 four-page [1] 108:10  
 frame [16] 75:1; 102:6, 7, 9, 11, 17, 19, 24; 103:2, 9, 11, 13, 19, 20, 23; 108:15  
 framed [1] 12:6  
 frankly [1] 27:5  
 free [1] 12:20  
 from [32] 11:11, 19; 12:4; 13:3, 14, 25; 14:10, 21; 19:13, 25; 21:14; 22:20; 23:6, 14, 15; 25:4, 15; 65:18, 20; 66:7; 69:2, 21; 72:8, 24; 73:10; 103:1; 104:8; 106:11; 110:10, 19, 20, 21  
 front [3] 11:20; 21:2; 108:24  
 full [2] 66:22; 103:18  
 fully [1] 103:21  
 function [1] 104:5  
 functions [4] 26:10, 11, 15, 17  
 further [11] 18:3, 7, 12; 21:25; 69:14; 70:10, 23; 75:10; 107:18; 108:11; 112:12  
 future [2] 22:22; 73:22

- G -

g [2] 7:1; 109:21  
 gadsden [1] 3:6  
 generic [3] 25:21, 22; 73:1  
 geographical [1] 24:13  
 georgia [1] 3:19  
 getting [4] 15:16; 17:8; 20:22; 21:1  
 give [8] 10:4, 5; 20:13; 21:2; 24:25; 25:3; 65:7

given [13] 8:17; 9:7; 13:15; 14:3; 16:17, 22; 18:22; 19:7; 23:14; 26:16; 68:19; 73:14; 106:10  
 givens [1] 23:14  
 goal [3] 69:9, 10  
 goes [2] 73:3  
 gogglin [38] 3:16; 7:8, 11, 14, 15; 8:3, 4, 9, 22, 24; 9:1, 25; 10:9, 15; 12:25; 14:8, 25; 15:2, 12, 16, 19, 20, 22, 24, 25; 16:14; 17:17, 19, 20, 24, 25; 19:3; 20:4, 7, 9; 29:13  
 going [17] 11:3, 23; 12:9; 14:14; 15:20; 16:3; 26:25; 27:1, 3, 7, 14; 28:3; 71:14; 72:21; 108:17; 112:2  
 going-forward [1] 26:23  
 good [9] 65:8; 67:2, 4, 5; 71:10; 73:18; 102:5; 106:16, 17  
 gordon [1] 3:5  
 got [1] 17:8  
 govern [1] 18:3  
 government [1] 74:12  
 grand [1] 74:9  
 grant [3] 18:9; 21:13; 72:22  
 granted [1] 21:17  
 great [3] 8:9; 20:22; 71:15  
 greater [2] 22:2; 23:1  
 greatly [1] 105:2  
 group [7] 1:10; 3:8, 13; 7:5, 16; 28:10; 74:2  
 groups [1] 66:5  
 growing [3] 22:16; 24:14, 22  
 grown [1] 65:11  
 growth [2] 65:23; 104:17  
 guarantee [1] 65:12  
 guess [5] 10:1, 10; 18:14, 16; 20:9

- H -

h [1] 3:11  
 hand [1] 28:4  
 handle [2] 19:7; 26:25  
 handles [1] 23:3  
 handling [1] 13:20  
 happen [2] 70:16, 17  
 happy [1] 25:1  
 harmful [1] 114:20  
 harmless [1] 24:21  
 haven't [1] 108:2  
 having [8] 9:20; 20:3; 26:2; 28:11; 69:12; 74:3  
 head [1] 12:16  
 hear [5] 22:9; 23:13, 25; 25:14; 106:2  
 heard [8] 10:25; 13:1; 14:21; 26:2; 27:5, 20; 106:9  
 hearing [7] 2:1; 7:5; 8:4, 14; 14:5; 25:21; 72:19  
 held [2] 24:21; 27:13  
 her [2] 10:14  
 here [18] 7:8, 9; 8:6; 11:23; 12:9; 13:3, 4; 15:13; 17:16; 20:4, 24; 21:6; 26:4; 27:8; 75:14; 105:9, 15; 106:1  
 high [1] 103:21  
 highlight [1] 22:21  
 him [4] 7:12, 19; 20:19; 108:21  
 hired [1] 67:12





<p>listed [2] 10:11; 20:4 listen [1] 15:14 local [39] 11:13, 16, 23; 13:9, 17, 20, 24; 14:12, 23; 16:4, 9, 23; 17:9, 22; 18:2, 5, 6, 7, 15, 17, 18, 22, 23; 19:9, 17, 18, 20, 22; 20:5, 15, 16; 21:9; 22:17; 23:7; 104:18; 108:14 locate [1] 104:11 location [2] 2:12; 67:12 logical [1] 9:16 long [1] 107:20 longer [1] 10:14 look [5] 19:14; 21:24; 27:2; 109:2, 9 looked [1] 21:5 looking [3] 18:12, 21; 25:4 loop [7] 24:4; 25:19; 104:2; 110:18, 19, 20</p>	<p>mechanism [46] 13:10, 11, 13, 15, 16; 14:2, 3, 4, 9, 18; 15:4, 6, 14, 18, 23; 16:1, 3, 7, 16, 19; 17:5, 23; 18:4, 10, 11, 25; 19:5, 7, 22, 23, 24; 21:11, 12; 22:23; 23:6, 10, 12; 26:23; 27:1, 2, 5, 8, 20, 21; 73:3 media [7] 27:4, 6, 11, 13, 16, 18, 19 mediation [1] 17:15 mediations [1] 17:12 meet [5] 13:25; 19:11; 25:7; 85:23; 66:5 meeting [1] 13:19 meets [2] 19:3 mentioned [6] 7:10; 8:23; 70:11; 105:13; 112:23 merges [1] 20:22 merits [2] 11:20; 20:22 message [1] 109:19 methodology [1] 20:3 miami [2] 67:9; 70:21 michael [3] 3:16; 7:8; 8:3 middle [1] 12:12 might [10] 9:20; 10:9; 13:2; 16:15, 16; 18:16; 20:13; 72:11; 73:15, 16 mind [3] 23:13, 22, 23 minor [1] 113:17 minute [4] 24:16; 27:10; 72:17; 110:6 minutes [3] 10:25; 22:15; 25:3 misrepresent [1] 27:19 modified [2] 26:7; 75:12 modify [1] 72:21 moment [2] 17:21; 21:3 momentarily [1] 7:3 money [1] 67:10 months [1] 25:21 more [13] 14:18; 17:7; 19:16; 20:18; 26:5; 71:22; 73:1, 3; 106:8, 19; 112:7, 23; 113:23 morin [1] 7:18 morning [10] 10:25; 28:25; 65:8; 67:2, 4, 5, 6; 102:5; 106:16, 17 most [2] 73:13, 19 motion [37] 7:12; 10:24; 11:6, 7; 12:17, 25; 13:1, 2, 7, 8; 14:1; 17:4; 18:8, 12; 19:4; 20:8, 10, 23, 25; 21:1, 8, 13, 15, 16, 21; 22:1; 72:20, 22, 23, 24; 105:9, 23; 106:12 move [4] 70:20; 71:5; 105:15; 110:6 moving [2] 25:19; 27:20 much [5] 9:25; 112:3; 113:7, 22; 114:15 multiplexer [1] 109:16 must [9] 17:1; 18:4; 25:10, 13; 107:16; 108:13; 111:10; 112:8 my [27] 7:15; 9:18; 12:5, 23; 15:13; 24:25; 25:2, 4; 27:11, 25; 65:8; 66:25; 72:2, 21; 74:8, 19, 20, 23; 102:5; 105:3, 9; 106:2, 4; 108:15; 113:1</p>	<p>nationally [1] 16:9 nature [5] 12:13; 15:15; 16:2; 70:14; 105:23 necessary [6] 20:1; 66:16; 68:4; 103:1; 105:22; 109:20 need [10] 11:22; 13:7, 14; 23:5; 24:18; 65:9; 73:12, 15; 109:6; 113:22 needed [11] 10:14; 12:15; 13:15; 19:5; 21:8, 25; 24:15; 66:3; 102:14; 104:6; 105:19 needn't [2] 13:22; 18:9 needs [7] 13:9; 65:23; 66:6; 70:20; 73:17; 103:23; 114:11 negated [1] 26:7 negotiate [2] 22:18; 72:6 negotiated [1] 71:11 negotiation [5] 22:20; 70:4, 6; 72:7; 106:24 negotiations [12] 1:12; 7:6; 12:7; 14:19; 17:13, 18; 69:21; 70:1, 23; 71:4; 72:11; 102:10 neither [1] 110:2 net [1] 23:12 network [25] 16:9; 23:3, 11, 18; 65:13, 23; 67:7; 102:12; 103:5; 104:1, 11, 13, 20, 25; 105:12, 18; 108:16; 109:6; 111:10, 12; 113:8; 114:19 neutral [1] 12:19 never [1] 12:7 nevertheless [1] 17:11 new [6] 18:23, 25; 20:3; 21:10; 24:1; 105:21 next [10] 9:10, 18; 11:14, 19; 19:7; 25:3; 26:4; 68:7; 72:19; 73:25 nhi [1] 105:12 none [4] 10:6; 15:6; 22:6; 103:22 nor [1] 110:2 normally [2] 24:24; 70:16 north [2] 17:14, 15 notary [1] 2:18 note [2] 13:22; 26:18 noted [2] 10:10; 13:12 notice [2] 7:3, 4 notion [1] 12:9 nprm [2] 16:3, 20 number [8] 6:10; 8:18, 19, 20; 12:21; 23:14; 27:6; 105:14 numbers [1] 21:2 numerous [1] 22:25</p>	<p>obstacle [1] 24:13 obtain [1] 104:20 obtaining [1] 67:11 obviously [5] 20:22; 26:22, 23; 73:11; 114:13 occasions [1] 28:10 october [1] 2:7 off [2] 25:24; 72:18 offer [14] 9:21; 10:13; 22:19; 23:22; 24:8; 103:10, 17, 19, 20, 22; 112:21; 113:8; 114:3 offered [9] 13:18, 23; 16:14; 68:13; 110:12; 113:2; 114:7 offering [1] 14:22 offerings [1] 114:9 office [26] 20:25; 24:3, 4, 5, 6, 10; 26:10, 11, 17; 65:18, 20; 70:17; 102:18, 20, 24, 25; 103:2; 104:8, 9, 11, 16; 105:20; 110:19, 22 officer [1] 11:2 officers [1] 66:9 offices [4] 26:15; 65:19; 102:10; 105:21 official [10] 7:23, 24; 8:2, 6, 12, 24; 9:4, 7, 8 officially [1] 8:18 okay [17] 8:1, 15, 23, 25; 10:22; 20:8; 24:17; 27:14, 18; 70:10; 71:15, 18; 72:17; 106:6; 107:8; 111:4; 113:23 once [4] 10:2; 12:12 one [30] 8:21; 9:21; 10:18; 14:4, 18; 15:16; 17:12; 23:15; 24:16; 25:21; 26:2; 27:3, 4, 6, 11, 13, 17, 18; 28:21; 68:16; 70:13, 16; 71:12; 73:23; 103:18; 105:7, 14; 113:17, 23 one's [1] 27:19 only [20] 9:21; 10:2; 14:22, 24; 16:16; 18:18, 20; 24:1, 7, 8; 27:22; 70:8, 20; 72:7; 73:10; 102:17; 105:21; 113:21; 114:8, 13 open [3] 20:24; 25:6; 113:9 opening [6] 5:6, 7; 22:7, 10, 11; 28:1 operating [1] 107:1 operational [1] 67:7 operations [1] 22:25 opinion [4] 13:10; 108:14, 15 opportunity [2] 20:14; 71:10 opposed [1] 20:2 opposing [1] 9:1 option [1] 65:15 order [38] 8:4, 25; 9:8, 9, 11, 14, 15, 19; 10:10; 11:14, 21, 23; 13:7, 12, 22; 14:10; 17:25; 18:3; 19:11, 19, 21, 25; 22:8; 25:17; 27:12; 72:19; 75:4, 9; 105:10, 17; 107:15, 20, 23; 108:2; 110:2; 111:5, 7; 113:22 ordered [1] 70:15 orders [2] 8:12, 14 ordinarily [2] 16:20; 66:7 original [2] 22:1, 20 originates [2] 23:3, 10 oshinsky [1] 7:18 other [31] 8:13; 9:22; 10:17, 23; 11:5; 12:4, 5; 13:13; 15:6; 17:5, 12; 18:4; 19:13; 21:17; 22:6; 27:3, 8; 65:10; 66:23; 67:22; 70:12, 20; 72:25; 73:10, 24; 105:1, 14; 107:5; 109:19; 114:10</p>
- M -			
<p>m [2] 2:9, 10 ma'am [1] 70:24 made [11] 13:8; 17:21, 25; 19:11, 22; 20:2; 105:11; 106:9; 108:13; 111:10, 18 majority [1] 103:6 make [16] 14:4, 22; 18:13; 19:11, 24; 20:15, 16; 22:4, 7; 66:14; 68:13; 74:18; 102:11; 106:1; 107:16; 111:15 makes [3] 24:7; 27:15; 112:10 making [4] 7:20; 16:14; 19:19; 69:4 man [1] 67:12 manage [1] 112:11 manifested [1] 26:21 manner [1] 16:6 many [3] 22:19; 65:10; 69:4 marked [1] 8:20 market [5] 22:18; 24:12; 67:9; 103:15, 16 markets [2] 67:22; 70:21 markup [1] 112:9 matter [13] 1:7; 7:2; 8:16; 9:22; 10:23; 13:25; 17:7; 18:6; 21:20; 22:22; 25:12 matters [13] 7:22, 24; 9:10, 11; 10:17, 22, 23; 11:5; 20:8; 21:17; 22:6; 28:2 may [26] 9:9; 11:8, 24; 13:13; 14:25; 18:17; 19:12; 21:3; 22:15; 23:16; 24:9; 25:2; 26:6; 28:5; 66:1, 4, 5; 71:12; 72:17; 73:12, 25; 110:22; 113:20, 24; 114:22 maybe [1] 12:11 mcglathlin [6] 1:5; 5:6; 6:1, 5; 7:15; 8:10, 17; 9:2, 3, 12, 13, 18, 25; 10:6, 17, 18; 11:3, 6; 12:24; 14:6, 8, 16, 17; 17:12, 16, 17, 20; 20:17; 21:2, 3, 18, 23, 24; 22:7, 15, 16; 24:17; 28:5, 6; 73:22, 25; 74:6; 75:16; 102:1; 105:4, 5, 6, 16, 17; 108:10, 20; 110:1; 112:17, 19; 113:23, 24; 114:21 mcglathlin's [1] 22:4 mcwhirter [2] 3:6; 7:16 mean [1] 18:24 meaning [1] 12:21 meaningless [1] 24:15 means [2] 24:6; 102:22</p>	<p>mechanism [46] 13:10, 11, 13, 15, 16; 14:2, 3, 4, 9, 18; 15:4, 6, 14, 18, 23; 16:1, 3, 7, 16, 19; 17:5, 23; 18:4, 10, 11, 25; 19:5, 7, 22, 23, 24; 21:11, 12; 22:23; 23:6, 10, 12; 26:23; 27:1, 2, 5, 8, 20, 21; 73:3 media [7] 27:4, 6, 11, 13, 16, 18, 19 mediation [1] 17:15 mediations [1] 17:12 meet [5] 13:25; 19:11; 25:7; 85:23; 66:5 meeting [1] 13:19 meets [2] 19:3 mentioned [6] 7:10; 8:23; 70:11; 105:13; 112:23 merges [1] 20:22 merits [2] 11:20; 20:22 message [1] 109:19 methodology [1] 20:3 miami [2] 67:9; 70:21 michael [3] 3:16; 7:8; 8:3 middle [1] 12:12 might [10] 9:20; 10:9; 13:2; 16:15, 16; 18:16; 20:13; 72:11; 73:15, 16 mind [3] 23:13, 22, 23 minor [1] 113:17 minute [4] 24:16; 27:10; 72:17; 110:6 minutes [3] 10:25; 22:15; 25:3 misrepresent [1] 27:19 modified [2] 26:7; 75:12 modify [1] 72:21 moment [2] 17:21; 21:3 momentarily [1] 7:3 money [1] 67:10 months [1] 25:21 more [13] 14:18; 17:7; 19:16; 20:18; 26:5; 71:22; 73:1, 3; 106:8, 19; 112:7, 23; 113:23 morin [1] 7:18 morning [10] 10:25; 28:25; 65:8; 67:2, 4, 5, 6; 102:5; 106:16, 17 most [2] 73:13, 19 motion [37] 7:12; 10:24; 11:6, 7; 12:17, 25; 13:1, 2, 7, 8; 14:1; 17:4; 18:8, 12; 19:4; 20:8, 10, 23, 25; 21:1, 8, 13, 15, 16, 21; 22:1; 72:20, 22, 23, 24; 105:9, 23; 106:12 move [4] 70:20; 71:5; 105:15; 110:6 moving [2] 25:19; 27:20 much [5] 9:25; 112:3; 113:7, 22; 114:15 multiplexer [1] 109:16 must [9] 17:1; 18:4; 25:10, 13; 107:16; 108:13; 111:10; 112:8 my [27] 7:15; 9:18; 12:5, 23; 15:13; 24:25; 25:2, 4; 27:11, 25; 65:8; 66:25; 72:2, 21; 74:8, 19, 20, 23; 102:5; 105:3, 9; 106:2, 4; 108:15; 113:1</p>	<p>nationally [1] 16:9 nature [5] 12:13; 15:15; 16:2; 70:14; 105:23 necessary [6] 20:1; 66:16; 68:4; 103:1; 105:22; 109:20 need [10] 11:22; 13:7, 14; 23:5; 24:18; 65:9; 73:12, 15; 109:6; 113:22 needed [11] 10:14; 12:15; 13:15; 19:5; 21:8, 25; 24:15; 66:3; 102:14; 104:6; 105:19 needn't [2] 13:22; 18:9 needs [7] 13:9; 65:23; 66:6; 70:20; 73:17; 103:23; 114:11 negated [1] 26:7 negotiate [2] 22:18; 72:6 negotiated [1] 71:11 negotiation [5] 22:20; 70:4, 6; 72:7; 106:24 negotiations [12] 1:12; 7:6; 12:7; 14:19; 17:13, 18; 69:21; 70:1, 23; 71:4; 72:11; 102:10 neither [1] 110:2 net [1] 23:12 network [25] 16:9; 23:3, 11, 18; 65:13, 23; 67:7; 102:12; 103:5; 104:1, 11, 13, 20, 25; 105:12, 18; 108:16; 109:6; 111:10, 12; 113:8; 114:19 neutral [1] 12:19 never [1] 12:7 nevertheless [1] 17:11 new [6] 18:23, 25; 20:3; 21:10; 24:1; 105:21 next [10] 9:10, 18; 11:14, 19; 19:7; 25:3; 26:4; 68:7; 72:19; 73:25 nhi [1] 105:12 none [4] 10:6; 15:6; 22:6; 103:22 nor [1] 110:2 normally [2] 24:24; 70:16 north [2] 17:14, 15 notary [1] 2:18 note [2] 13:22; 26:18 noted [2] 10:10; 13:12 notice [2] 7:3, 4 notion [1] 12:9 nprm [2] 16:3, 20 number [8] 6:10; 8:18, 19, 20; 12:21; 23:14; 27:6; 105:14 numbers [1] 21:2 numerous [1] 22:25</p>	<p>- O -</p> <p>o [1] 7:1 o'clock [1] 72:18 oak [1] 3:24 oakland [1] 74:10 object [4] 9:4; 27:14; 108:20; 110:1 objection [15] 8:2, 9, 10, 18; 9:6, 8, 17, 24, 25; 10:5; 29:12, 13; 75:17; 105:23; 110:2 obligated [4] 13:11; 14:2; 16:17; 66:15 obligation [5] 14:18; 25:10, 11; 65:24; 67:15 obligations [1] 16:5 observed [1] 23:15</p>
- N -			
<p>n [3] 3:12; 5:2; 7:1 name [7] 5:12; 7:13, 15; 25:2; 28:14; 74:7, 8 namely [1] 10:12 narrow [1] 113:17</p>	<p>nationally [1] 16:9 nature [5] 12:13; 15:15; 16:2; 70:14; 105:23 necessary [6] 20:1; 66:16; 68:4; 103:1; 105:22; 109:20 need [10] 11:22; 13:7, 14; 23:5; 24:18; 65:9; 73:12, 15; 109:6; 113:22 needed [11] 10:14; 12:15; 13:15; 19:5; 21:8, 25; 24:15; 66:3; 102:14; 104:6; 105:19 needn't [2] 13:22; 18:9 needs [7] 13:9; 65:23; 66:6; 70:20; 73:17; 103:23; 114:11 negated [1] 26:7 negotiate [2] 22:18; 72:6 negotiated [1] 71:11 negotiation [5] 22:20; 70:4, 6; 72:7; 106:24 negotiations [12] 1:12; 7:6; 12:7; 14:19; 17:13, 18; 69:21; 70:1, 23; 71:4; 72:11; 102:10 neither [1] 110:2 net [1] 23:12 network [25] 16:9; 23:3, 11, 18; 65:13, 23; 67:7; 102:12; 103:5; 104:1, 11, 13, 20, 25; 105:12, 18; 108:16; 109:6; 111:10, 12; 113:8; 114:19 neutral [1] 12:19 never [1] 12:7 nevertheless [1] 17:11 new [6] 18:23, 25; 20:3; 21:10; 24:1; 105:21 next [10] 9:10, 18; 11:14, 19; 19:7; 25:3; 26:4; 68:7; 72:19; 73:25 nhi [1] 105:12 none [4] 10:6; 15:6; 22:6; 103:22 nor [1] 110:2 normally [2] 24:24; 70:16 north [2] 17:14, 15 notary [1] 2:18 note [2] 13:22; 26:18 noted [2] 10:10; 13:12 notice [2] 7:3, 4 notion [1] 12:9 nprm [2] 16:3, 20 number [8] 6:10; 8:18, 19, 20; 12:21; 23:14; 27:6; 105:14 numbers [1] 21:2 numerous [1] 22:25</p>	<p>obstacle [1] 24:13 obtain [1] 104:20 obtaining [1] 67:11 obviously [5] 20:22; 26:22, 23; 73:11; 114:13 occasions [1] 28:10 october [1] 2:7 off [2] 25:24; 72:18 offer [14] 9:21; 10:13; 22:19; 23:22; 24:8; 103:10, 17, 19, 20, 22; 112:21; 113:8; 114:3 offered [9] 13:18, 23; 16:14; 68:13; 110:12; 113:2; 114:7 offering [1] 14:22 offerings [1] 114:9 office [26] 20:25; 24:3, 4, 5, 6, 10; 26:10, 11, 17; 65:18, 20; 70:17; 102:18, 20, 24, 25; 103:2; 104:8, 9, 11, 16; 105:20; 110:19, 22 officer [1] 11:2 officers [1] 66:9 offices [4] 26:15; 65:19; 102:10; 105:21 official [10] 7:23, 24; 8:2, 6, 12, 24; 9:4, 7, 8 officially [1] 8:18 okay [17] 8:1, 15, 23, 25; 10:22; 20:8; 24:17; 27:14, 18; 70:10; 71:15, 18; 72:17; 106:6; 107:8; 111:4; 113:23 once [4] 10:2; 12:12 one [30] 8:21; 9:21; 10:18; 14:4, 18; 15:16; 17:12; 23:15; 24:16; 25:21; 26:2; 27:3, 4, 6, 11, 13, 17, 18; 28:21; 68:16; 70:13, 16; 71:12; 73:23; 103:18; 105:7, 14; 113:17, 23 one's [1] 27:19 only [20] 9:21; 10:2; 14:22, 24; 16:16; 18:18, 20; 24:1, 7, 8; 27:22; 70:8, 20; 72:7; 73:10; 102:17; 105:21; 113:21; 114:8, 13 open [3] 20:24; 25:6; 113:9 opening [6] 5:6, 7; 22:7, 10, 11; 28:1 operating [1] 107:1 operational [1] 67:7 operations [1] 22:25 opinion [4] 13:10; 108:14, 15 opportunity [2] 20:14; 71:10 opposed [1] 20:2 opposing [1] 9:1 option [1] 65:15 order [38] 8:4, 25; 9:8, 9, 11, 14, 15, 19; 10:10; 11:14, 21, 23; 13:7, 12, 22; 14:10; 17:25; 18:3; 19:11, 19, 21, 25; 22:8; 25:17; 27:12; 72:19; 75:4, 9; 105:10, 17; 107:15, 20, 23; 108:2; 110:2; 111:5, 7; 113:22 ordered [1] 70:15 orders [2] 8:12, 14 ordinarily [2] 16:20; 66:7 original [2] 22:1, 20 originates [2] 23:3, 10 oshinsky [1] 7:18 other [31] 8:13; 9:22; 10:17, 23; 11:5; 12:4, 5; 13:13; 15:6; 17:5, 12; 18:4; 19:13; 21:17; 22:6; 27:3, 8; 65:10; 66:23; 67:22; 70:12, 20; 72:25; 73:10, 24; 105:1, 14; 107:5; 109:19; 114:10</p>	

others [1] 12:8  
 otherwise [3] 19:5; 67:24; 73:9  
 our [18] 7:9, 17, 23; 9:13, 22; 10:19;  
 11:6; 12:17; 13:23; 14:22; 15:3; 17:6;  
 23:8, 25; 24:14, 20; 65:17; 67:19  
 ourselves [1] 19:19  
 out [21] 10:21; 11:21; 12:6; 14:19;  
 16:9; 17:12, 22, 23; 19:17; 23:9; 24:4;  
 27:9; 71:7; 73:15, 17, 18; 102:18, 20,  
 23; 104:8; 105:11  
 outcome [2] 13:2; 17:3  
 outlined [2] 9:25; 105:10  
 outside [8] 24:8; 73:3; 104:24; 111:16,  
 20, 23; 112:22; 114:4  
 over [9] 8:14; 12:1; 13:5; 15:5; 16:2,  
 11; 65:11; 69:4; 114:18  
 overflow [2] 70:15, 17  
 overflowing [1] 70:16  
 overview [1] 25:3  
 owe [1] 12:5  
 own [7] 8:8; 14:19; 19:2; 68:20; 69:1,  
 2; 109:18

- P -

p [3] 2:10; 3:16; 7:1  
 packet [24] 10:12; 23:20, 25; 24:9, 10;  
 28:22; 75:1; 102:14, 22; 105:11, 18, 19,  
 20, 21; 106:1; 107:11; 108:8; 109:12,  
 13, 17, 18, 24; 113:16  
 page [23] 5:4, 12; 6:10; 21:2, 4, 19, 21,  
 24; 68:7; 72:25; 73:2, 4, 5, 7; 74:23;  
 75:6; 107:9; 108:18; 109:2, 4, 5  
 pages [8] 1:22; 21:5; 28:23; 29:5; 68:8;  
 72:23, 24; 73:15  
 painstaking [1] 26:6  
 palpably [2] 13:18; 19:24  
 paragraph [1] 11:10  
 parameters [1] 111:21  
 part [8] 68:19; 68:3; 69:3, 12; 72:7, 22;  
 114:5  
 participate [1] 14:15  
 particular [2] 21:12; 24:18  
 parties [18] 7:23, 25; 8:7, 25; 10:11, 13,  
 16; 11:2; 22:4, 10; 25:7; 26:2, 23;  
 27:12, 19; 72:12, 20; 73:19  
 parts [1] 16:8  
 party [2] 9:1; 71:12  
 past [1] 65:12  
 path [1] 27:8  
 pay [17] 19:14; 24:20, 21; 26:9, 17, 21,  
 23; 27:19; 66:12, 22; 68:18, 23; 103:7,  
 8, 16; 105:2  
 paying [3] 23:15; 27:16, 17  
 payment [1] 27:1  
 payor [1] 23:12  
 pays [1] 23:11  
 peachtree [1] 3:18  
 pending [1] 10:24  
 people [1] 17:16  
 per [2] 11:1; 113:1  
 percent [1] 18:14  
 percentages [2] 112:9, 10  
 period [2] 69:4; 73:5  
 permission [1] 22:7

permit [2] 19:24; 20:12  
 permitted [5] 10:5; 20:16; 73:1, 6, 8  
 person [1] 7:11  
 personal [1] 108:15  
 personnel [1] 67:12  
 perspective [1] 25:4  
 petition [7] 1:9; 7:5; 11:9, 11; 14:19;  
 17:18  
 petitions [2] 12:8; 17:19  
 phase [1] 70:4  
 phases [1] 70:6  
 phillip [4] 5:14; 28:8, 9, 15  
 phrase [1] 24:15  
 phrased [1] 105:15  
 phrasing [1] 12:21  
 physical [1] 24:13  
 pick [4] 71:7, 10, 12  
 piecemeal [1] 25:22  
 pipe [2] 114:14  
 place [7] 7:5; 12:10; 17:17, 19; 24:2;  
 68:4; 70:1  
 placed [3] 11:7, 22; 12:13  
 plain [1] 12:21  
 plan [3] 21:18, 25; 73:17  
 planning [1] 65:22  
 plans [1] 67:8  
 please [22] 7:4, 13; 15:25; 21:3, 25;  
 25:1, 2; 28:3, 5, 14; 65:7; 68:21; 69:15,  
 24; 74:7, 22; 102:4; 106:22; 108:22;  
 109:3, 9, 11  
 point [24] 10:21; 12:5, 17; 14:22;  
 17:12, 21; 18:10; 20:25; 21:10, 17, 19;  
 22:22; 24:20; 26:24; 69:11; 70:18, 19;  
 73:13; 75:17; 105:18; 106:10; 110:10,  
 22; 113:7  
 points [1] 23:14  
 policy [13] 11:17; 17:7; 18:11; 19:4, 15,  
 22, 23, 24; 20:6, 15, 16; 23:6; 73:1  
 poor [1] 104:15  
 portion [4] 73:11, 21; 105:16; 108:18  
 portions [9] 12:22; 13:12; 16:6; 18:2;  
 21:20; 22:3; 29:11; 73:12; 106:7  
 position [16] 11:15, 18; 12:6, 18;  
 13:14; 15:4; 21:21; 27:19, 23; 68:17,  
 22; 72:11; 107:12; 109:23; 111:14, 22  
 positions [1] 73:6  
 possible [1] 72:13  
 power [4] 13:6, 22; 16:8, 16  
 practical [1] 13:25  
 practice [1] 9:23  
 preceded [1] 12:7  
 precisely [1] 25:23  
 precluded [1] 13:14  
 prefiled [15] 5:17, 18; 6:2, 3; 10:20;  
 12:1, 23; 28:3; 74:14; 75:13; 105:5, 24;  
 106:5, 11  
 prehearing [11] 9:15, 19; 10:10, 18, 24;  
 11:2; 13:1; 22:8, 12, 13; 105:10  
 prejudiced [3] 23:2; 25:24; 26:2  
 preliminary [10] 7:2, 22; 9:10; 10:17,  
 23; 11:5; 21:17; 22:6; 28:2  
 prem [1] 110:19  
 premise [2] 102:23; 110:20  
 prepared [8] 8:16; 10:20; 11:3; 65:5;  
 72:3, 21; 74:13; 102:1  
 preparing [1] 22:17

prescribed [1] 25:8  
 presence [1] 22:17  
 present [8] 17:13; 19:4; 21:8, 9; 26:14;  
 28:3; 70:6  
 presented [3] 8:16; 17:14; 26:16  
 presenting [3] 10:8; 13:25; 21:12  
 president [1] 74:12  
 presiding [1] 20:25  
 press [7] 108:1, 7, 12, 21, 25; 111:8;  
 113:17  
 pretty [1] 26:24  
 prevent [2] 13:25; 19:25  
 previous [2] 27:10; 72:21  
 previously [2] 28:11; 73:6  
 price [7] 10:12, 13; 104:5; 112:23;  
 113:5, 12, 15  
 priced [3] 24:10, 11; 103:11  
 prices [6] 23:20; 102:15; 103:3, 4;  
 104:23; 106:2  
 pricing [2] 15:14; 104:5  
 primary [2] 25:20, 22  
 prior [8] 8:4; 26:5, 10, 13, 19, 20  
 probably [1] 71:14  
 problem [3] 21:15; 73:21; 113:20  
 problematic [1] 105:1  
 problems [1] 113:21  
 procedurally [1] 14:25  
 procedure [5] 9:25; 10:7; 20:24; 24:25;  
 73:16  
 proceed [4] 22:16; 25:1; 72:21; 106:12  
 proceeding [8] 25:3, 15; 26:14, 22;  
 27:13; 28:16, 19; 74:14  
 proceedings [2] 2:1; 26:19  
 product [7] 24:11; 103:11, 13, 14, 17,  
 22; 113:9  
 professional [5] 104:24; 111:24; 113:2,  
 3; 114:6  
 prohibitive [1] 104:15  
 promise [1] 102:20  
 proper [1] 17:5  
 proportion [1] 23:2  
 proposal [12] 9:13; 14:21, 22; 18:23;  
 20:3, 6; 21:6; 24:7, 14; 66:13; 73:19;  
 102:16  
 proposals [1] 20:2  
 propose [3] 10:3; 14:4; 17:10  
 proposed [4] 17:14; 73:3, 17; 111:25  
 proposes [1] 104:23  
 proposing [1] 15:23  
 proposition [1] 14:23  
 prospective [1] 11:12  
 prove [1] 15:2  
 provide [27] 18:16; 23:19, 20; 24:10;  
 25:16, 25; 27:10; 65:25; 67:15, 20, 25;  
 68:5; 69:5, 12; 102:4, 16; 103:25;  
 104:7, 19, 23; 107:10; 112:3, 4, 6, 7,  
 21; 114:3  
 provided [8] 7:23, 25; 8:14; 19:3;  
 21:25; 27:10  
 provider [2] 70:2, 3  
 providers [2] 11:12; 12:2  
 provides [4] 18:19; 25:6; 65:18; 109:17  
 providing [2] 12:3; 18:14  
 proving [1] 13:23  
 provision [14] 18:2; 24:15, 17, 19;  
 66:1, 15; 67:18; 68:9; 69:8, 19; 71:25;

102:6; 109:22  
 provisioning [1] 68:18  
 prudent [1] 26:5  
 public [6] 1:2; 2:18; 3:23; 11:17;  
 103:11; 104:13; 113:8; 114:5  
 purchase [1] 103:1  
 purpose [2] 13:23; 68:2  
 purposes [11] 11:13, 16; 12:17; 14:5,  
 11, 13; 16:5; 18:1, 22; 19:10; 113:19  
 pursuant [4] 7:4; 8:11; 22:23; 25:8  
 put [5] 11:19; 15:10, 21; 70:15  
 putting [2] 20:9; 25:24

- Q -

q [64] 28:14, 15, 18, 24; 29:2, 5, 7;  
 85:2, 7; 67:4, 5, 13, 18, 23; 68:6, 12,  
 16, 22; 69:8, 18, 23; 70:8; 71:22;  
 72:10; 74:7, 11, 13, 16, 22; 75:5, 10,  
 12; 102:1, 4; 106:16, 18, 22; 107:3, 8,  
 14, 22; 108:1, 4, 6, 17, 24; 109:2, 9, 11,  
 22; 110:6, 10, 15, 24; 111:4, 13, 20;  
 112:1, 20; 113:11, 25; 114:11  
 qualified [3] 7:12, 18  
 quarter [1] 67:9  
 quarterly [1] 65:21  
 question [32] 12:19; 13:1, 8, 21, 22;  
 15:18, 21, 22, 24; 18:9; 19:17; 20:1,  
 20; 22:9; 23:25; 68:16, 21; 70:22; 71:9,  
 10; 73:5, 10; 106:3, 4; 110:1, 3; 112:2,  
 3; 113:17, 23  
 questions [12] 15:8; 18:12; 20:19;  
 28:24; 29:7; 67:5; 70:10; 71:22; 73:8;  
 112:14; 114:21  
 quickly [4] 22:21; 24:3, 14; 27:24  
 quite [2] 20:18; 111:17  
 quo [1] 27:15  
 quotation [1] 11:19  
 quote [1] 27:16  
 quotes [2] 11:8, 14

- R -

r [1] 7:1  
 raise [2] 12:9; 28:3  
 raised [7] 12:7, 18; 13:1; 14:20; 19:4;  
 20:10; 73:16  
 raises [2] 20:1, 10  
 rapidly [1] 102:9  
 rate [5] 24:12; 26:10, 12; 66:22; 104:22  
 rates [11] 24:9; 75:8; 103:7, 9, 13, 16,  
 20, 21, 24; 105:2; 112:7  
 rather [2] 69:12; 103:4  
 rationale [1] 18:15  
 reach [3] 18:9; 19:9; 23:20  
 reached [1] 66:9  
 read [6] 7:4; 22:8; 29:12; 108:11, 17;  
 109:11  
 real [3] 14:21; 67:11; 73:14  
 really [4] 12:19; 21:21; 27:12, 14  
 realm [1] 17:23  
 reason [7] 12:22; 13:20; 16:4, 15; 17:9;  
 25:24; 105:19  
 reasonable [1] 104:21

<p>reasoning [1] 20:18  reasons [5] 19:15, 23; 25:20, 22; 106:12  rebut [1] 20:2  rebuttal [29] 5:18; 6:3; 9:18, 20, 24; 10:3, 4, 5, 8; 12:15; 20:2, 6, 7; 29:2, 5, 11; 65:9; 68:7; 73:11, 15, 20; 74:1, 17, 20, 24; 75:13, 16; 105:24; 106:5  recall [2] 27:13; 71:10  receive [3] 19:13; 20:20; 71:4  received [4] 8:20; 71:24; 111:6, 8  receives [1] 12:3  receiving [1] 9:6  recent [2] 27:2; 73:19  recently [3] 8:4; 27:20; 71:24  recess [1] 72:18  recipient [2] 70:2, 3  reciprocal [25] 8:13; 11:13, 15, 16; 13:13, 15, 16; 14:9; 15:6; 16:1, 23; 17:2, 4, 7; 18:1, 22; 19:8, 10, 23; 22:23; 23:17; 26:8, 18, 21; 73:2  recognition [10] 7:23, 24; 8:2, 6, 12, 24; 9:4, 7, 9  recognize [1] 8:18  recollection [1] 27:11  recommendation [4] 17:11; 20:21, 23  recommended [1] 14:18  recommends [1] 15:14  reconvene [1] 72:18  record [7] 8:19; 10:10; 28:14; 29:12; 72:18; 75:17; 106:11  recover [4] 17:6; 23:3; 103:18, 21  redirect [7] 5:21; 6:5; 71:19, 20; 112:16, 18; 113:24  reeves [1] 7:16  refer [3] 11:4; 28:22; 68:6  reference [2] 10:19; 110:11  referenced [1] 69:18  referred [3] 21:18; 108:19; 112:20  referring [1] 108:10  refers [1] 70:1  refusal [2] 23:19, 20  regard [1] 71:25  regarding [3] 15:10; 107:15; 108:2  regime [13] 13:6, 20, 21, 22; 16:23, 25; 17:3; 18:23; 19:1, 8, 14; 20:12  regulated [3] 16:9, 20  regulations [1] 25:8  regulatory [2] 16:5, 11  reiterates [1] 11:10  relate [1] 12:23  related [1] 111:14  relates [2] 24:23; 72:24  relay [16] 75:1; 102:6, 7, 9, 11, 17, 19, 24; 103:2, 9, 11, 13, 19, 20, 24; 108:15  release [7] 26:3; 108:2, 7, 12, 21, 25; 111:8  released [1] 108:10  releases [1] 26:25  relevance [1] 18:18  relevant [12] 13:19; 15:2; 17:4, 10, 11; 18:8, 10, 14, 21; 20:4, 13; 106:7  relief [3] 25:12, 13, 20  remain [2] 22:21; 26:13  remaining [3] 25:3; 28:23, 25  remand [2] 75:4, 9</p>	<p>remedy [1] 20:14  remind [1] 8:16  remote [1] 109:16  removed [3] 22:21; 27:5; 28:22  repeat [1] 68:21  reported [1] 2:17  reporter [1] 75:16  represent [1] 25:2  representative [2] 7:12, 19  representatives [1] 9:1  representing [2] 7:8, 20  request [4] 7:12; 26:12, 16; 27:8  requested [3] 9:11; 25:13; 113:19  requesting [2] 15:3; 109:14  requests [1] 104:19  require [6] 24:1; 25:16; 26:9, 17; 103:7; 104:12  required [8] 66:11; 72:4; 103:8, 19; 107:10; 108:8; 109:13, 24  requirement [7] 25:12; 67:24; 68:1; 70:5, 7; 71:7; 72:5  requirements [2] 25:8; 65:14  requires [4] 24:11, 22; 67:25; 70:1  requiring [1] 23:17  requisite [1] 65:13  resale [1] 26:1  reserve [1] 9:23  reserved [1] 16:10  reside [3] 24:10; 102:9; 105:20  resides [1] 105:21  resist [1] 23:12  resolution [3] 8:13; 12:12; 25:7  resolve [1] 26:6  resolved [1] 22:20  resolving [1] 25:6  respect [6] 11:21; 12:2; 18:14; 70:23; 74:16; 114:2  respond [3] 14:6; 20:18; 21:24  responding [1] 20:19  response [8] 11:10, 14, 17; 12:19; 14:19; 65:25; 66:11; 71:4  responsibilities [2] 107:4, 5  responsibility [1] 66:8  responsible [1] 106:24  responsive [1] 21:7  result [3] 10:14, 18; 72:11  retail [2] 104:23; 112:7  retained [1] 16:2  return [1] 69:5  revenues [5] 11:24; 12:3; 14:24; 19:13; 23:15  reverse [1] 9:15  review [5] 22:2; 113:4, 10, 15  reviewed [5] 9:3, 6, 20; 108:4  right [6] 7:21; 9:23; 15:11, 13; 28:3; 71:6  risk [5] 66:17, 23, 24; 68:18, 23  room [4] 2:13; 12:5, 21; 14:23  routing [2] 109:18, 20  rpr [1] 2:17  rule [6] 11:12, 20; 16:20; 20:25; 22:22; 26:3  ruled [2] 7:18; 26:20  ruling [7] 11:1; 16:6; 18:13; 72:20, 21; 73:19; 106:9  rulings [2] 10:18; 26:13</p>	<p>run-through [1] 73:14</p> <hr/> <p>- S -</p> <hr/> <p>s [2] 3:11; 7:1  said [9] 11:18, 23; 13:10; 15:2, 5; 19:25; 23:16, 22; 111:17  same [14] 15:21; 17:1; 24:25; 26:11, 19; 27:4, 8, 20; 29:1, 8; 68:13; 69:9, 10; 102:18  save [1] 9:20  say [9] 12:11, 20; 13:10; 17:5; 26:5; 70:25; 108:12; 110:24; 111:9  saying [5] 12:4; 16:13; 19:18; 107:24, 25  says [4] 11:8; 12:19; 13:12; 24:8  schonhaut [5] 9:14, 23; 10:4; 23:4; 71:14  scope [4] 73:4; 105:14; 106:7; 107:20  seated [1] 28:5  second [12] 8:21; 11:10; 25:14, 24; 67:9; 70:19; 108:18; 109:2, 4, 5, 9, 12  secondly [2] 14:20; 23:16  seconds [2] 14:16, 25  section [13] 18:1, 2, 3; 25:5, 8, 9, 11, 12, 15; 69:25; 109:4, 6; 113:1  sections [1] 21:6  see [5] 12:9, 13; 26:5; 73:19; 113:22  seeing [1] 27:14  seeking [1] 69:21  seeks [1] 25:12  seem [1] 71:10  seems [6] 18:24; 21:11; 71:11; 105:9; 106:6; 114:8  seen [1] 110:2  selected [1] 105:21  selectively [1] 24:17  send [1] 102:8  sense [1] 24:7  sent [1] 7:2  sentence [2] 74:25; 75:7  separate [6] 14:17; 21:25; 23:21; 24:5; 110:25; 111:1  separately [3] 9:19, 23; 21:11  sequence [3] 9:16; 12:14; 114:22  series [1] 105:13  serve [7] 24:5; 68:5; 102:14; 114:11, 15, 16, 17  served [5] 24:4; 102:18, 20, 23; 104:7  service [18] 1:2; 3:23; 11:12; 12:2; 21:25; 22:19; 23:23; 24:3; 75:1; 102:6, 8, 17; 103:19, 20; 104:7; 108:16; 114:5, 16  services [9] 22:19; 23:22; 26:1; 68:5; 104:24; 111:24; 113:2, 3; 114:6  serving [1] 110:19  set [5] 7:5; 11:9; 12:19; 25:5, 21  several [2] 22:21; 65:12  severely [2] 23:2; 105:1  shall [4] 8:19; 11:9; 25:7; 29:14  shapiro [2] 7:18, 19  share [4] 11:25; 12:3; 19:15; 23:15  sharing [1] 21:25  she [7] 7:3; 10:12, 15; 13:1; 23:5  shoes [1] 16:21</p>	<p>short [3] 13:19; 25:9; 66:21  should [44] 7:3; 10:10; 11:12; 12:14, 20; 13:9, 10, 16, 19, 24; 14:13, 23; 15:9, 10; 16:6, 7, 23, 24; 17:8; 18:14, 15, 21; 19:8, 9, 10, 16, 18, 20, 24; 20:5, 10, 15, 16; 21:9, 11; 23:9, 10; 25:20; 26:3; 71:7; 73:7; 103:17; 105:11  shouldn't [4] 12:17; 17:22; 18:7, 15  show [6] 10:7; 17:4, 11; 19:25; 23:11, 12  showing [2] 18:10, 14  shows [1] 10:20  shumard [1] 3:24  side [1] 11:1  sides [1] 25:15  significant [2] 23:1; 70:8  significantly [1] 65:11  similar [2] 11:25; 19:12  similarly [1] 19:20  simple [1] 13:8  simply [6] 11:10, 18; 12:5, 17, 21; 73:6  since [2] 26:11; 113:14  sir [41] 8:17; 10:6, 17; 14:17; 17:20; 20:19; 67:21; 68:6, 8, 12, 22; 69:24; 70:10; 74:7, 15, 23; 75:6, 11, 15; 102:3; 105:6; 106:21, 24; 107:4, 8, 13, 22; 108:3, 5, 6, 11; 109:1, 3, 8, 10; 110:9, 14, 15, 17; 111:3; 113:20  sit [1] 27:7  site [4] 67:11; 102:21, 25; 104:8  situation [4] 24:21; 66:24; 70:19, 20  situations [2] 70:15; 103:22  small [2] 10:18; 108:17  smaller [3] 114:14, 15, 17  solution [2] 17:10; 24:15  some [33] 8:12; 9:16, 20; 11:4; 12:10; 13:9, 13; 15:6; 16:12; 17:23; 18:4; 21:4; 22:22; 23:5; 28:21; 28:18, 22; 67:21; 70:11; 71:4, 13, 24; 73:12, 14, 15, 22; 74:20; 102:9; 107:6; 108:8; 114:9, 15  somehow [1] 26:7  something [6] 10:10; 18:15, 24; 69:11; 113:9, 11  somewhat [2] 10:24; 11:22  soon [1] 66:3  sorry [4] 14:8, 25; 17:24; 106:3  sort [1] 12:10  sought [1] 25:20  sound [1] 11:16  south [6] 8:5; 9:4, 8; 27:3, 9, 20  space [2] 24:6; 104:17  speak [2] 16:21; 113:11  special [1] 102:8  specific [4] 20:21, 23; 66:14; 72:23  specifically [3] 68:8; 105:10; 107:9  specifics [2] 21:6; 73:3  specified [2] 66:16, 18  spell [1] 7:13  spite [1] 11:25  sponsor [1] 28:6  staff [14] 4:1; 7:21; 8:7, 11; 9:1, 16; 10:6; 14:14; 20:23; 22:6; 27:25; 69:15; 110:1; 112:13  stage [2] 13:25; 21:10  stand [8] 10:9; 22:2, 5; 28:3, 8; 72:21;</p>
--	---	--	---

<p>106:10; 111:20  standard [2] 25:5, 9  standing [1] 16:21  stands [1] 16:15  starkey [6] 9:14, 23; 10:4; 12:15; 23:8; 73:16  starkey's [1] 73:11  start [4] 7:3; 25:4; 70:18  state [11] 2:19; 16:7, 11; 19:21; 25:7, 25; 28:14; 66:2; 74:7; 107:19; 113:12  stated [9] 17:8; 67:13; 68:16; 72:6; 106:1, 18; 107:8; 108:7; 111:5  statement [4] 5:6, 7; 11:19; 68:22  statements [3] 22:7, 10, 11  states [3] 16:9, 10; 67:13  status [3] 27:15, 16; 113:19  statutory [1] 16:12  stick [1] 22:1  stifle [1] 24:12  still [1] 109:23  stipulated [1] 10:11  stop [1] 27:24  straighten [1] 17:12  straightforward [1] 11:7  strategy [1] 12:9  street [3] 3:6, 12, 18  stricken [13] 10:19, 20; 12:14; 18:14; 20:10; 21:3; 72:25; 73:5, 7, 8, 12, 21, 24  strict [1] 18:24  strictly [1] 18:21  strike [15] 10:24; 11:7; 12:22; 13:18; 19:4; 20:8, 14; 21:13, 16, 21; 72:20, 22, 24; 105:16, 23  strikes [1] 15:13  structured [1] 23:9  stunt [1] 104:17  subject [7] 9:18, 22; 21:20; 22:3; 111:16, 19; 113:15  subjected [1] 21:8  subjecting [1] 19:1  submit [1] 12:8  submits [1] 25:17  submitted [2] 7:24; 74:13  subscriber [1] 109:15  subsection [1] 25:6  substance [1] 107:3  substantially [1] 103:5  substantive [1] 11:20  successfully [1] 22:24  such [8] 12:2; 24:17; 25:7, 18; 27:21; 70:21; 105:15; 113:9  suggest [5] 14:3; 18:6, 10, 11; 71:14  suggesting [2] 18:17; 107:22  suggestion [1] 20:12  suggestions [2] 73:14, 15  suggests [1] 16:7  suite [2] 3:19; 74:9  sum [1] 107:3  summary [18] 65:5; 66:25; 67:14; 73:6; 102:1; 105:3, 13, 16, 24; 106:4, 11; 107:7; 108:18, 25; 109:4, 5; 111:14; 113:25  support [1] 13:8  supporting [1] 26:14  supposedly [1] 20:25</p>	<p>sure [9] 8:6; 14:7; 15:1; 17:17; 20:24; 71:8, 9; 73:13, 15  surprising [1] 12:7  susan [1] 2:4  switch [11] 23:25; 65:19; 67:11; 102:8, 19, 24; 103:2; 105:11, 12, 20; 113:18  switched [1] 104:13  switches [3] 23:20; 24:10; 102:9  switching [25] 10:12; 24:9, 10; 26:8, 11, 12, 17; 75:1; 102:14, 22; 105:18, 19, 22; 106:2; 107:11; 108:8; 109:12, 13, 17, 18, 25  sworn [3] 28:4, 11; 74:3  synopsls [1] 108:10  system [1] 24:22</p> <hr/> <p>- T -</p> <hr/> <p>take [17] 8:8, 12, 16, 23; 9:8, 14; 10:9; 17:19; 22:1; 24:3; 25:13; 27:8; 66:17, 23; 70:1; 72:17, 21  taken [5] 12:6, 18; 13:4; 73:6; 106:10  takes [4] 11:14; 17:22; 22:2, 4  taking [3] 8:2; 9:4; 19:1  talk [1] 73:16  talked [1] 10:1  talking [3] 113:12, 13, 14  tallahassee [4] 2:15; 3:7, 24; 7:16  tandem [7] 26:8, 9, 12, 17; 70:17, 18  tariff [5] 75:1; 103:3, 7, 9, 19  tariffed [3] 23:20; 24:11; 103:12  technology [1] 104:14  telecom [9] 1:9; 3:8, 13; 7:5, 16; 28:10; 68:2, 10; 74:2  telecommunications [14] 1:14; 3:18, 20; 7:6, 8; 10:11; 16:9, 11; 18:1; 25:5, 11, 15; 106:20  telephone [1] 107:2  tell [2] 69:23; 110:15  telric [3] 24:9; 75:8; 112:23  temporary [3] 113:7, 9, 11  tenor [1] 13:3  term [5] 24:15; 25:14, 16, 18; 75:2  terminal [1] 109:17  terminates [3] 22:24; 23:2, 10  terminating [1] 66:10  termination [1] 27:15  terms [3] 18:19; 22:18; 23:1  territory [1] 27:22  terry [1] 2:3  testified [2] 28:12; 74:4  testify [1] 14:12  testimony [94] 5:17, 18; 6:2, 3; 10:14, 15, 19, 20; 11:21; 12:1, 10, 15, 22, 23; 13:12, 18, 23, 24, 25; 14:2, 3, 22; 15:10, 14; 16:14; 17:4, 6, 9, 11, 15; 18:8; 19:1, 3, 11; 20:6, 7, 10, 12, 14; 21:2, 4, 6, 7, 20; 22:2, 3; 28:19, 22, 25; 29:2, 5, 11; 65:5, 9; 67:13; 68:8; 72:2, 23, 24, 25; 73:1, 2, 4, 5, 6, 7, 11, 12, 20, 21; 74:1, 14, 16, 17, 19, 21, 24; 75:13, 16; 102:2; 105:16, 17; 106:7, 11, 18; 107:9, 10; 111:13  thank [25] 7:7, 14, 15, 21; 8:21; 10:22; 12:24; 14:14, 17; 15:7; 17:20; 22:5;</p>	<p>27:25; 28:5; 69:14; 70:10, 21; 72:14, 15, 17; 106:13; 111:4; 112:12; 113:23  that's [3] 27:15; 70:24; 107:13  their [29] 9:11; 10:2, 3; 11:17; 13:8, 10, 11, 15, 23, 25; 14:1, 12; 17:4, 11; 19:4, 11, 20, 21; 20:2; 21:7; 26:15, 16, 17; 69:2, 12; 112:7  themselves [1] 21:8  theme [2] 23:21, 23  theory [3] 13:23; 14:12; 15:3  there [54] 8:2, 17; 9:7, 13, 15, 24; 11:5, 24; 12:5, 10, 12, 20; 13:2, 3, 4, 9; 14:23; 17:5, 6, 8, 9, 18, 20; 18:12; 19:5, 12; 21:11; 22:2, 11, 14; 23:15; 24:22; 25:19; 26:16; 27:2, 12; 67:18, 21, 23; 68:1; 69:19, 22; 70:17, 23; 71:3, 10; 72:11; 73:8, 10, 20, 21; 113:17  therefore [14] 11:24; 13:5, 16, 24; 17:7, 8; 18:8, 9; 19:8; 25:17; 26:1, 16; 67:18; 73:4  thereupon [2] 28:9; 74:1  thing [2] 73:10, 24  things [1] 105:1  think [21] 9:15, 21; 12:9, 11, 12; 13:3, 7; 14:21; 18:18; 20:7, 11; 21:8; 24:22; 26:18; 27:22; 28:2; 73:3; 106:2, 8  thirdly [1] 23:18  those [22] 7:23; 8:14; 10:13; 12:4; 14:24; 17:17; 19:13; 21:5; 23:6; 24:19; 27:22; 29:7; 68:19; 69:23; 70:12; 73:9, 11; 74:22; 106:7, 12; 114:17, 21  though [4] 29:12; 66:2; 107:22; 108:1  three [4] 25:20; 110:25; 111:1, 2  through [8] 1:22; 10:20; 21:5; 73:4, 7; 74:24; 111:15; 112:21  throughout [3] 22:19; 23:22; 24:11  thus [2] 11:15; 103:4  tie [1] 24:6  time [35] 2:9; 7:4, 23; 8:15, 16; 9:20, 21; 10:25; 11:3; 14:6; 20:18; 22:7, 14; 23:18; 24:18, 25; 26:6, 16; 27:23, 25; 66:5; 67:10; 69:5; 70:6, 15; 71:3, 13; 72:2, 20; 73:9, 18, 19, 22; 74:18; 106:6  timing [1] 12:14  titled [1] 26:12  today [9] 7:9, 20; 10:15; 26:3; 29:7; 75:14; 105:13; 107:4  tomorrow [1] 28:3  took [3] 11:18; 17:17; 27:9  touch [1] 24:14  towards [2] 18:19; 73:11  traffic [60] 11:15; 12:16; 13:5, 6, 9, 16, 19, 24; 14:9, 10, 11, 13; 15:5, 19; 16:2, 4, 17, 19, 23, 24, 25; 17:9; 18:2, 3, 4, 5, 22, 24; 19:6, 9, 10, 12, 15, 17; 20:15; 21:9; 22:22, 24; 23:1, 2, 6, 9, 17; 26:22, 24, 25; 27:1, 21; 65:11, 13, 18; 66:3, 14, 16, 20, 21; 69:13; 70:16, 17  transcript [1] 114:22  transport [20] 23:21; 24:4, 11, 12; 25:19; 102:12; 103:1, 4, 8, 10, 12, 24; 104:3; 105:15, 19, 22; 106:1; 110:18, 21  treat [7] 14:11; 17:9; 18:5, 17; 19:7, 16, 21  treated [22] 11:13; 13:9, 17, 20, 24;</p>	<p>14:13, 23; 16:4, 6, 23, 24; 18:7, 15, 22; 19:9, 10, 18, 20; 20:5, 15, 16  treating [3] 11:15; 18:23, 24  treatment [1] 12:16  trial [2] 11:17; 13:25  trouble [1] 21:13  true [5] 12:22; 67:23; 68:1, 20, 25  truly [1] 105:19  trunk [2] 66:5, 7  trunking [3] 66:2, 16; 68:24  trunks [19] 65:18, 20; 66:3, 11, 19, 22; 68:19, 20; 69:1, 4, 6, 8; 70:15, 17, 18  try [2] 73:17; 106:11  trying [3] 17:23; 18:19; 21:20  tslric [5] 103:4; 104:4, 21; 105:2; 112:8  turns [1] 12:16  twice [1] 10:2  two [11] 9:13; 10:2; 15:16; 17:16; 25:13, 21; 26:3, 8, 10; 27:2, 22  type [2] 105:12; 114:17</p> <hr/> <p>- U -</p> <hr/> <p>ultimately [2] 26:7; 66:4  unable [2] 109:15; 113:19  unavailable [2] 24:15; 112:10  unbundle [5] 74:25; 105:19; 108:8; 109:13, 24  unbundled [5] 102:12; 104:1, 20; 105:17; 109:7  unbundling [3] 24:15; 105:22; 113:18  under [21] 9:10; 11:10, 23; 12:12; 19:8; 22:1; 23:12; 24:16, 17, 18; 25:6, 11, 12; 65:24; 66:13; 67:14; 72:3; 102:16; 104:4, 23; 113:20  underneath [1] 109:5  understand [7] 10:25; 15:9, 10; 18:16; 24:20; 27:19; 71:8  understanding [6] 72:10; 73:16; 104:22; 111:22; 113:1; 114:2  undertake [1] 73:22  une [18] 23:19; 24:9, 11; 25:21, 22, 24; 26:2, 4, 5, 7; 102:15, 17; 103:4, 24; 104:20; 106:2; 107:11  unes [3] 10:13; 105:11; 107:15  unfair [4] 13:18; 14:3, 12; 19:24  unfairness [1] 20:14  unfounded [1] 23:13  unl [1] 105:12  units [1] 109:19  unless [1] 108:20  unmodified [1] 75:7  unnecessary [3] 23:24; 24:12  unofficial [1] 108:10  unreimbursed [1] 19:8  unresolved [2] 1:11; 7:8  until [6] 11:11; 21:21; 22:22; 27:15; 75:3; 103:5  unused [1] 88:22  unusual [2] 14:25; 105:9  unwise [2] 17:11; 104:14  up [12] 8:16; 10:3; 11:12; 12:19; 17:8; 18:25; 21:10; 24:6; 27:24; 70:16; 72:25; 73:11  upon [3] 14:20; 20:25; 25:7</p>
---	--	---	---

<p>upward [1] 113:6  use [8] 24:20; 89:7; 71:7; 104:14, 16;  108:13; 109:18; 114:19  used [1] 12:21  user [7] 102:11, 17; 103:7, 9, 24;  105:12  users [1] 112:8  using [2] 103:19; 104:8  utilize [1] 104:3</p> <hr/> <p>- V -</p>	<p>112:2  while [2] 27:8; 66:4  white [1] 18:16  whole [2] 17:22; 20:3  whom [1] 7:12  whose [1] 28:15  willing [9] 21:14; 86:10, 18; 66:17, 23;  75:3; 103:18; 112:6  win [2] 66:24  wish [2] 8:23; 105:5  wishes [1] 70:4  withdraw [2] 110:3; 113:5  withdrawing [1] 10:14  withdrawn [2] 105:7; 113:16  within [3] 17:15; 21:20; 71:3  without [8] 15:18; 16:13; 18:25; 21:1;  24:5; 29:12; 75:17; 104:10  withstanding [1] 18:17  witness [29] 7:9; 9:19, 22; 10:11; 23:4,  8, 25; 28:6, 7, 10; 70:13, 15, 24; 71:2,  5, 8, 15, 17; 72:15, 19; 73:25; 74:2;  105:4, 20; 106:10; 108:20; 110:2;  112:14; 113:20  witnesses [14] 5:11; 9:11, 14, 21, 22;  10:1, 2, 3, 8, 19; 15:21; 28:3, 4, 22  word [2] 7:2; 73:7  wording [2] 18:21, 23  words [4] 12:4, 21; 66:23; 72:25  working [1] 72:24  worse [1] 70:20  would [129] 7:16, 17; 8:11, 12; 9:11,  13, 23; 10:3, 12; 12:5, 25; 13:3, 18, 21,  24; 14:12, 25; 15:2, 6, 11, 12, 15;  16:17, 20, 23; 17:1, 8, 11; 18:7; 19:7,  14, 15, 19, 23; 20:11, 14; 21:9, 17;  22:19; 23:2, 6; 24:8, 16, 17, 19, 20, 21,  22; 26:1, 5, 12; 27:8; 28:14, 25; 29:2,  7, 10; 65:7, 21; 66:15; 67:20; 68:6, 21;  69:2, 3, 5, 6, 11, 23; 70:2, 3, 6, 13, 16,  17, 23; 71:1, 3, 5, 13, 14, 15; 72:8;  73:11, 19, 24; 74:22, 24; 75:6; 102:13,  16; 103:7, 13, 15, 16; 104:5, 10, 12, 14,  15, 20; 105:1, 15; 106:8, 22; 107:17,  24; 109:2, 9, 11; 111:14; 112:1, 23;  113:7; 114:3, 11, 14, 16, 18, 19  wouldn't [3] 13:6; 69:10; 72:8  wound [1] 70:16  wrap [1] 27:24  wrong [8] 13:20; 14:13, 22; 15:3;  16:15; 17:4</p>	<p>zero [1] 12:11</p>
<p>valuable [1] 24:6  various [1] 19:15  varner [12] 7:9, 10; 10:4; 12:1; 14:12;  20:5; 22:2, 3, 4; 72:21; 73:17  varner's [8] 11:21; 12:22; 20:8; 21:20;  23:12; 72:23; 73:12, 21  vast [1] 103:6  versa [1] 22:24  version [1] 72:24  very [23] 7:13; 10:7, 16; 11:2, 6; 13:8;  14:18; 22:14; 24:3, 14; 28:2, 23;  103:21; 105:7; 108:4, 10; 110:4; 113:6,  7, 8, 22; 114:8, 15  via [2] 66:9; 111:23  vice [2] 22:24; 74:12  vickl [2] 3:5; 7:17  vlew [3] 9:22; 10:3; 19:21  volume [10] 1:21; 6:9; 25:14, 16, 18;  66:16, 18, 20, 21; 114:22</p> <hr/> <p>- W -</p>	<p>- X -</p>	
<p>w [4] 3:12; 5:14; 28:9, 15  wait [2] 26:5; 27:7  waiting [1] 27:14  want [12] 15:17; 17:12; 18:16; 21:23;  22:21; 24:14; 25:3, 4; 27:19, 25; 68:24;  70:25  wanted [1] 70:22  wants [7] 12:9; 23:22, 23; 24:3, 11;  65:14; 103:3  warrant [1] 24:18  washington [1] 3:12  wasn't [3] 17:13, 16  way [12] 2:14; 12:5, 11; 17:5; 18:20;  19:18; 20:9; 21:7; 73:13; 102:13; 114:3  ways [2] 19:13; 26:8  weeks [1] 26:4  weight [1] 20:13  were [23] 7:5; 10:13; 11:13, 17; 12:15;  13:2, 17; 16:23; 17:16, 18, 19; 18:5, 6,  22; 19:2, 9, 10, 17, 18; 27:4, 12; 70:12;  73:12  weren't [3] 15:3; 70:15, 17  west [1] 3:18  when [11] 8:6, 15; 10:8; 13:1; 15:21;  20:15; 23:3; 72:21; 102:17, 19; 113:11  where [14] 19:14, 17; 22:25; 24:1, 18;  26:2, 20; 70:12, 15; 72:7; 102:22;  104:12; 110:22; 113:7  whether [12] 10:1; 13:2; 18:9; 20:5;  23:9, 10, 11; 24:20; 66:19; 71:13;</p>	<p>x [1] 5:2</p> <hr/> <p>- Y -</p> <hr/> <p>year [1] 67:10  years [3] 12:1; 65:12; 106:19  yet [4] 20:12; 67:8; 111:6, 8  yours [3] 8:8; 71:8, 12  yourself [1] 23:25</p> <hr/> <p>- Z -</p>	