

# **EXHIBIT I**

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF TELECOMMUNICATIONS AND CABLE

Investigation by the Department on its Own Motion to Determine whether an Agreement entered into by Verizon New England Inc., d/b/a Verizon Massachusetts is an Interconnection Agreement under 47 U.S.C. § 251 Requiring the Agreement to be filed with the Department for Approval in Accordance with 47 U.S.C. § 252

DTC 13-6

DIRECT TESTIMONY OF  
JOSEPH GILLAN  
ON BEHALF OF  
THE COMPETITIVE INTERVENORS

1 **I. Introduction and Witness Qualification**

2

3 **Q. Please state your name, business address and occupation.**

4

5 A. My name is Joseph Gillan. My business address is P. O. Box 7498, Daytona  
6 Beach, Florida 32116. I am an economist with a consulting practice specializing  
7 in telecommunications.

8

9 **Q. On whose behalf are you testifying in this proceeding?**

10

11 A. I am testifying on behalf of CTC Communications Corp. d/b/a EarthLink  
12 Business; Lightship Telecom LLC d/b/a EarthLink Business; Choice One  
13 Communications of Massachusetts, Inc. d/b/a EarthLink Business; Conversent

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1 A. No. See Verizon’s responses to information requests CC-VZ 1-16, 1-18, 1-20 and  
2 1-22 (attached as parts of Attachment JPG-2).<sup>12</sup>

3

4 **Q. Have any other states ruled that IP Interconnection agreements are subject**  
5 **to sections 251 and 252 of the Act?**

6

7 A. Yes. On Dec 6, 2013, the Michigan Public Service Commission concluded that  
8 the interconnection provisions of the Act apply to IP interconnection:

9 [T]he Commission finds that pursuant to Section 251(c)(2)(A), an  
10 ILEC, such as AT&T Michigan, not only must provide, for the  
11 facilities and equipment of any requesting telecommunications  
12 carrier, interconnection, but also IP interconnection, with the local  
13 exchange carrier’s network – for the transmission and routing of  
14 telephone exchange service and exchange access.<sup>13</sup>

15 In reaching its decision, the Michigan Commission noted that the FCC had not yet  
16 ruled definitively on the issue, but that federal inaction did not suggest that the

17 Michigan Commission should not do so:

18 This legal question is currently pending before the FCC in a  
19 rulemaking proceeding. However, in its further notice of proposed  
20 rulemaking, the FCC observed that, “section 251 of the Act is one  
21 of the key provisions specifying interconnection requirements, and  
22 that its interconnection requirements are technology neutral – *they*  
23 *do not vary based on whether one or both of the interconnecting*  
24 *providers is using TDM, IP, or another technology in their*  
25 *underlying networks.” [ICC Reform Order] ¶ 1342 (emphasis*

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<sup>12</sup> Although Verizon acknowledged that it is exchanging traffic with COMCAST, it objected to providing the relative volumes being exchanged by format or contract. See Verizon Response to CC-VZ 1-24, 1-25 and 1-26 (attached as JPG-2).

<sup>13</sup> *In the Matter of the petition of SPRINT SPECTRUM L.P. for arbitration pursuant to Section 252(b) of the Telecommunications Act of 1996 to establish interconnection agreements with MICHIGAN BELL TELEPHONE COMPANY, d/b/a AT&T MICHIGAN*, Case No. U-17349, Order at 7 (Dec. 6, 2013) (*Michigan IP Order*) ([http://www.dleg.state.mi.us/mpsc/orders/comm/2013/u-17349\\_12-6-2013.pdf](http://www.dleg.state.mi.us/mpsc/orders/comm/2013/u-17349_12-6-2013.pdf)).

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1 added). Although the FCC has yet to determine whether IP-to-IP  
2 interconnection falls under an ILEC's Section 251(c) obligations,  
3 the Commission notes that in the interim, the FCC did not request  
4 that state commissions refrain from deciding the issue.

5  
6 More importantly, pursuant to the Second Circuit Court's decision  
7 in *S. New England Tel. Co. v Comcast Phone of Conn., Inc.*, 718  
8 F3d 53 (2d Cir 2013) (*SNET*), the Commission is not required to  
9 delay its decision until the FCC rules on this issue. In its opinion,  
10 the Second Circuit Court stated that the FTA, "permits state  
11 commissions to regulate interconnection obligations so long as  
12 they do 'not violate federal law and until the FCC rules  
13 otherwise.'"<sup>14</sup>

14 The issues of this proceeding are even more ripe for decision by the Department  
15 here because, as explained earlier, the FCC expressly directed state commissions  
16 to "provide further clarity to incumbent LECs and requesting carriers concerning  
17 which agreements should be filed for their approval."<sup>15</sup>

18  
19 **IV. Summary and Conclusion**

20  
21 **Q. Please summarize your testimony.**

22  
23 A. There is nothing magical about IP technology. The Act provides that contracts  
24 creating certain ongoing obligations must be filed, reviewed and approved by  
25 state commissions and made available for opt-in to ensure nondiscrimination.  
26 Among these obligations are those relating to interconnection and reciprocal  
27 compensation (*i.e.*, the duty to transport and terminate all telecommunications).

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<sup>14</sup> *Michigan IP Order* at 5.

<sup>15</sup> *Qwest Declaratory Ruling* at ¶ 10.