

**Verizon New England Inc.
d/b/a Verizon Massachusetts**

Commonwealth of Massachusetts

D.T.E. Docket No. 06-52

Respondent: John Conroy
Title: Vice President-Regulatory

REQUEST: RNK Telecom, Set #1

DATED: November 3, 2006

ITEM: RNK-VZ 1-1 Please distinguish the between the terms “special assembly” and “special construction.” In your response, please identify any and all legal justifications for this distinction, if any exist.

REPLY: **Objection:** Verizon objects to this request on the grounds that the request for “legal justifications” is inapplicable where, as here, the distinction at issue is a factual one. Subject to this objection, Verizon responds as follows:

A Special Assembly is a non-standard service designed to meet specific customer criteria and is typically a one-of-a-kind installation. Special assemblies are not tariffed. “Special Construction,” in contrast, refers to actual construction required to build facilities that are not included in Verizon MA’s network planning, in order to provide service to a customer. Special Construction is billed on a cost basis.

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D.T.E. Docket No. 06-52

Respondent: John Conroy
Title: Vice President-Regulatory

REQUEST: RNK Telecom, Set #1

DATED: November 3, 2006

ITEM: RNK-VZ 1-1A Please distinguish the between the terms “special assembly” and “individual case basis arrangement” or “ICB.” In your response, please identify any and all legal justifications for this distinction, if any exist.

REPLY: **Objection:** Verizon objects to this request on the grounds that the request for “legal justifications” is inapplicable where, as here, the distinction at issue is a factual one. Subject to this objection, Verizon responds as follows:

A Special Assembly is a non-standard service designed to meet specific customer criteria and is typically a one-of-a-kind installation, not available in a tariff. An ICB (also known as a Customer-Specific Pricing contract or “CSP”), is a contract for services that generally are available through a tariff but are provided at negotiated rates and terms.

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Respondent: Patrick T. McCarthy
Title: Sr. Staff Consultant-Resale

REQUEST: RNK Telecom, Set #1

DATED: November 3, 2006

ITEM: RNK-VZ 1-2 Please refer to the Exhibit to RNK's response to DTE 1-1 and Verizon's Answer, at Paragraph 13. If, as Verizon avers in Paragraph 13, that "RNK was billed at the proper contract rate for those services," explain why only the "special assemblies" were not entitled to the wholesale discount.

REPLY: The special assemblies are not the only services for which RNK was not entitled to the wholesale discount. RNK was not entitled to that discount on any of the services Verizon provided to it pursuant to the retail Centrex contracts that RNK assumed from TIAC, including but not limited to the special assemblies. RNK was entitled to the wholesale discount only on services it resold to TIAC, i.e. tariffed services ordered from Verizon for resale, *not* pursuant to the assigned contracts at issue here. To the extent that entries in Verizon's Customer Service Records or bills to RNK show the wholesale discount being applied to any services provided pursuant to the contracts, those entries are in error, and RNK was not entitled to any such discount.

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Respondent: Patrick T. McCarthy
Title: Sr. Staff Consultant-Resale

REQUEST: RNK Telecom, Set #1

DATED: November 3, 2006

ITEM: RNK-VZ 1-3 Please refer to the Exhibits to RNK's response to DTE 1-17. Please identify whether or not the "foreign exchange" services provided for under the various "Special Assembly Acceptance Forms" included the provision of operator services to RNK, for ultimate consumption by its end user, TIAC.

REPLY: The foreign exchange Centrex ISDN services provided as special assemblies were retail Centrex extensions and as such, included the provision of operator services. In addition, the resale provisions included in RNK's Interconnection Agreement dated February 2, 1998 includes Verizon-provided operator services.

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Respondent: Patrick T. McCarthy
Title: Sr. Staff Consultant-Resale

REQUEST: RNK Telecom, Set #1

DATED: November 3, 2006

ITEM: RNK-VZ 1-4 Again, referring to the “Special Assembly Acceptance Forms” provided in RNK’s response to DTE 1-17, and Verizon’s Answer at ¶¶ 12-13, provide any and all supporting documentation that RNK “assumed” these contracts.

REPLY: As Verizon explained in response to DTE Data Request 1-4, that RNK assumed the original 60 month retail Centrex contracts between Verizon and TIAC is shown by the Service Agreements and letters RNK submitted asking Verizon to “transfer an existing Centrex service agreement from TIAC/[BTN] to RNK, Inc.” (See Attachment DTE 1-4(d and e). Moreover, Verizon’s customer service records for the relevant accounts (see Attachment DTE 1-4(a)) indicate by use of the term “IRSIDRNK1” that the service and contract were transferred from TIAC to RNK. If RNK had elected to resell the services being provided to TIAC rather than assume the contracts at issue, the customer service records would have reflected a termination of service, indicated by an action code “O” for all USOCs rather than a recap of transferred services indicated by the action code “R”.

The Centrex contracts at issue allowed the customer to order additional lines during the life of the contract. After assuming the contracts, RNK was entitled to order additional lines, and did so. The Special Assembly acceptance forms indicate the retail rates and charges associated with the foreign exchange ISDN Centrex stations provided under the Centrex contract and its respective terms and conditions for the new lines ordered. By signing those forms, RNK, as the customer of record, agreed to pay the retail rates.

VZ #15

**Verizon New England Inc.
d/b/a Verizon Massachusetts**

Commonwealth of Massachusetts

D.T.E. Docket No. 06-52

Respondent: David Russell
Title: Sales Manager-Wholesale

REQUEST: RNK Telecom, Set #1

DATED: November 3, 2006

ITEM: RNK-VZ 1-5 Please identify any and all communications between David Russell of Verizon and Richard N. Koch, President and/or Joy E. Tessier, Executive Vice President of RNK during the timeframe spanning November 1, 1997 through March 1, 1998. For each communication identified as having occurred via electronic mail, fax, and/or mail, provide a copy of such communication.

REPLY: Due to the passage of time, Mr. Russell cannot identify any particular communications responsive to this request, nor can Verizon identify any such communications through its records. Moreover, Mr. Russell was not the Account Manager assigned to RNK.

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Commonwealth of Massachusetts

D.T.E. Docket No. 06-52

Respondent: Georgene Horton
Title: Director-Access Services

REQUEST: RNK Telecom, Set #1

DATED: November 3, 2006

ITEM: RNK-VZ 1-5A Please identify any and all communications between Georgeanne Horton of Verizon and Richard N. Koch, Joy E. Tessier, and/or any other representative of RNK during the timeframe spanning January 1, 1998 through December 31, 1998. For each communication identified as having occurred via electronic mail, fax, and/or mail, provide a copy of such communication.

REPLY: Due to the passage of time, Ms. Horton cannot identify any particular communications responsive to this request, nor can Verizon identify any such communications through its records.

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D.T.E. Docket No. 06-52

Respondent: Brian Barry
Title: Manager-Customer Service

REQUEST: RNK Telecom, Set #1

DATED: November 3, 2006

ITEM: RNK-VZ 1-5B Please identify any and all communications between Brian Barry of Verizon and Richard N. Koch, Joy E. Tessier, and/or any other representative of RNK during the timeframe spanning January 1, 1998 through December 31, 1998. For each communication identified as having occurred via electronic mail, fax, and/or mail, provide a copy of such communication.

REPLY: Due to the passage of time, Mr. Barry cannot identify any particular communications responsive to this request, nor can Verizon identify any such communications through its records.

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Commonwealth of Massachusetts

D.T.E. Docket No. 06-52

Respondent: Brian Barry
Title: Manager-Customer Service

REQUEST: RNK Telecom, Set #1

DATED: November 3, 2006

ITEM: RNK-VZ 1-5C Please identify any and all communications between Sue Spinney of Verizon and Richard N. Koch, Joy E. Tessier, and/or any other representative of RNK during the timeframe spanning January 1, 1998 through December 31, 1998. For each communication identified as having occurred via electronic mail, fax, and/or mail, provide a copy of such communication.

REPLY: Due to the passage of time, Verizon cannot identify any particular communications responsive to this request.

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D.T.E. Docket No. 06-52

**Respondent:
Title:**

REQUEST: RNK Telecom, Set #1

DATED: November 3, 2006

ITEM: RNK-VZ 1-6 Please provide the “Stipulation of Facts” agreed to by Verizon in Docket DTE 98-18, as filed with the Department on or about April 15, 2006.

REPLY: See Attachment VZ 1-6 hereto.

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Respondent: Patrick T. McCarthy
Title: Sr. Staff Consultant-Resale

REQUEST: RNK Telecom, Set #1

DATED: November 3, 2006

ITEM: RNK-VZ 1-7 Please provide any and all documentation of Verizon's attempts to collect early termination penalties on the Services from TIAC after such Services were transferred to RNK. If such attempts did not take place, please explain the rationale or policy as to why such early termination penalties were not collected.

REPLY: Verizon did not attempt to collect early termination penalties from TIAC because the Centrex contracts were not terminated early but rather were assigned to RNK. Thus, no early termination penalties came due.

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Respondent: John Conroy
Title: Vice President - Regulatory

REQUEST: RNK Telecom, Set #1

DATED: November 3, 2006

ITEM: RNK-VZ 1-8 Please identify all communications, and if in written form (electronic or otherwise) in which RNK agreed to pay full retail price for the Services. If Verizon believes that such agreement is pursuant to a tariff, please identify and provide the specific tariff language on which Verizon reaches this conclusion. If Verizon believes that an interconnection or resale agreement constitutes such agreement, please identify the particular agreement and specific provision on which Verizon reaches this conclusion. If Verizon believes such agreement was expressed in a writing, in an oral communication, or an electronic communication, identify and/or provide the communication.

REPLY: RNK's obligation to pay the full retail price for the Centrex and special assembly services provided by Verizon pursuant to the Centrex contracts does not arise from any acts of the parties creating new agreements or contracts, by a new offer and acceptance. Rather, RNK's obligation stems from it having assumed an existing contract requiring the customer to pay specified rates. (In situations such as this, CLECs often choose to assume a contract, rather than have the customer cancel the contract, in order to avoid imposing early termination penalties on the customer.) By assuming the contracts, RNK stepped into TIAC's shoes and became liable for the full amount of the contract rates. Thus, the evidence demonstrating that RNK assumed the contracts, cited in response to RNK Request 1-4, above, is sufficient to obligate RNK to pay the contract rates. No special communication by RNK agreeing to pay the contract rates was necessary.

In addition, as to the special assemblies RNK ordered directly from Verizon after assuming the TIAC Centrex agreements, RNK signed

REPLY ctd.

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Special Assembly Acceptance Forms (see attachments to RNK's Response to DTE 1-17), agreeing to pay the rates stated on those forms, which are the rates Verizon subsequently billed RNK for those services.

VZ #22

**Verizon New England Inc.
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D.T.E. Docket No. 06-52

Respondent: Patrick T. McCarthy
Title: Sr. Staff Consultant-Resale

REQUEST: RNK Telecom, Set #1

DATED: November 3, 2006

ITEM: RNK-VZ 1-9 Please identify and provide copies (if in writing or via electronic mail) any and all communications, either between RNK and Verizon, between Verizon and a third party, or internal to Verizon relating to any orders placed for the Services supporting Verizon's allegation that that RNK was "assuming" TIACs rights and obligations under the contract.

REPLY: See Verizon's response to DTE 1-4 and its associated attachments.

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D.T.E. Docket No. 06-52

Respondent: Bryan Weingarten
Title: Manager-Credit/Collections

REQUEST: RNK Telecom, Set #1

DATED: November 3, 2006

ITEM: RNK-VZ 1-10 Please identify and provide any and all communications between concerning the Brian J. Weingarten, Manager, Wholesale Billing and Collections, and Verizon billing, accounting and/or collections staff related to possible credits due to RNK related to the claim.

REPLY: See Attachment 1-10.

VZ #24

**Verizon New England Inc.
d/b/a Verizon Massachusetts**

Commonwealth of Massachusetts

D.T.E. Docket No. 06-52

Respondent: Bryan Weingarten
Title: Manager-Credit/Collections

REQUEST: RNK Telecom, Set #1

DATED: November 3, 2006

ITEM: RNK-VZ 1-11 Please provide any and all factual support within Verizon's possession supporting its assertion (Answer, at 19) that Mr. Weingarten was "unaware the services at issue were provided pursuant to retail contracts"

REPLY: In or about October of 2004, an attorney for RNK named Michael Tenore claimed to Mr. Weingarten that Verizon's bills to RNK should have reflected the wholesale discount on certain special assemblies which Attorney Tenore said RNK was reselling. Mr. Weingarten initially agreed with Attorney Tenore. At the time, however, Mr. Weingarten was not aware that the special assemblies were provided pursuant to retail contracts that had been assumed by RNK. Upon learning of this in December of 2004, he informed Mr. Tenore and explained that as a result, RNK was not entitled to the wholesale discount. At the time of Mr. Weingarten's initial discussion with Attorney Tenore, Verizon had already denied RNK's claim at least once.

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Respondent: Patrick T. McCarthy
Title: Sr. Staff Consultant-Resale

REQUEST: RNK Telecom, Set #1

DATED: November 3, 2006

ITEM: RNK-VZ 1-12 Please provide the names, business addresses, telephone numbers, and electronic mail addresses of any and all persons with knowledge of RNK's claims, including, but not limited to, the individuals named in interrogatories RNK-VZ-1-5, RNK-VZ-1-5A, RNK-VZ-1-5B, RNK-VZ-1-5C, and RNK-VZ-1-10.

REPLY: **Objection:** Verizon objects to this request on the grounds that it is confusing and misleading, in that it assumes that the people named in the requests cited have knowledge of facts concerning RNK's claims. Moreover, RNK has no legitimate use for the telephone numbers or email addresses of Verizon personnel. Subject to these objections, Verizon provides below the names and business addresses of Verizon employees with knowledge of facts concerning RNK's claims as well as the individuals named in the cited requests.

Patrick McCarthy-125 High Street, Oliver Floor 2, Boston, MA
David Russell-125 High Street, Oliver Floor 4, Boston, MA
Georgene Horton-500 Summit Lake Drive, Floor 4, Valhala, NY
Brian Barry-185 Franklin Street, Floor 11, Boston, MA
Susan Spinney-280 Locke Drive, Floor 4, Marlboro, MA
Bryan Weingarten-540 Broad Street, Floor 5, Newark, NJ

VZ #26

**Verizon New England Inc.
d/b/a Verizon Massachusetts**

Commonwealth of Massachusetts

D.T.E. Docket No. 06-52

Respondent: Bryan Weingarten
Title: Manager-Credit/Collections

REQUEST: RNK Telecom, Set #1

DATED: November 3, 2006

ITEM: RNK-VZ 1-13 Please provide copies of bills and customer service records for special assemblies sent to Verizon's (formerly Bell Atlantic) customer "The Internet Access Company" from October 1, 1997 to October 1, 1998. For each such service, indicate the intra- or interstate tariff section under which each service was provided, or if not applicable, the contract provision under which such Service was provided.

REPLY: Due to the passage of time, Verizon no longer has documents responsive to this request.

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D.T.E. Docket No. 06-52

Respondent: Patrick T. McCarthy
Title: Sr. Staff Consultant-Resale

REQUEST: RNK Telecom, Set #1

DATED: November 3, 2006

ITEM: RNK-VZ 1-14 For all “special assemblies” identified in item RNK-VZ-1-13, please identify and describe with specificity, the functionality of each of such services.

REPLY: Verizon did not identify any special assemblies in response to RNK request 1-13. However, the special assemblies at issue were designed to provide ISDN Centrex extensions to locations served by a foreign central office or offices, in other words, not the central office from which the contracted Centrex was served.

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D.T.E. Docket No. 06-52

Respondent: Bryan Weingarten
Title: Manager-Credit/Collections

REQUEST: RNK Telecom, Set #1

DATED: November 3, 2006

ITEM: RNK-VZ 1-15 Please identify and provide any and all communications between Brian J. Weingarten, Manager, Wholesale Billing and Collections, and RNK's Michael S. Tenore related to the claim.

REPLY: See Attachment 1-15.

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D.T.E. Docket No. 06-52

Respondent: John Conroy
Title: Vice President-Regulatory

REQUEST: RNK Telecom, Set #1

DATED: November 3, 2006

ITEM: RNK-VZ 1-16 Please provide copies of Verizon's D.T.E. Tariff No. 14, Section 5, as in effect from time to time between November 1, 1997 and the present.

REPLY: DTE Tariff 14 did not go into effect until 1998. Current DTE Tariff No. 14 Section 5 may be found on www.tariffs.verizon.com. Copies of the archived tariff back to 1998 are provided in Attachment 1-16 herewith.

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D.T.E. Docket No. 06-52

**Respondent:
Title:**

REQUEST: RNK Telecom, Set #1

DATED: November 3, 2006

ITEM: RNK-VZ 1-17 Please provide any and all documents supporting, corroborating or pertaining to Verizon's First Affirmative Defense (Verizon's Answer, at p. 11) of laches and statute of limitations.

REPLY: Attachment DTE 1-2(a) shows that Verizon billed RNK monthly for the services at issue here. Verizon's responses to these data requests and to the DTE's First Set of Data Requests show that much of the evidence Verizon would normally rely on to defend against RNK's claims, including the contracts themselves, billing records and the memories of witnesses who were involved or are alleged to have been involved in the events at issue, are no longer available due to the passage of time.

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Respondent: John Conroy
Title: Vice President-Regulatory

REQUEST: RNK Telecom, Set #1

DATED: November 3, 2006

ITEM: RNK-VZ 1-18 Please see Verizon's Answer at ¶¶ 38. Please reconcile and explain, with any supporting documentation, Verizon's denial that "the rates, terms and conditions under which [Verizon] provided Special Assemblies" are not governed under DTE Tariff 10, Part A, Section 2.1.5, and Part C, Section 10.1.11.C with the plain language of said provisions.

REPLY: The tariff sections cited in this request pertain to special construction, not special assemblies. As explained above in response to RNK request 1-1, special assemblies and special construction are two different things. Among other things, had special construction been required to provision the special assembly services at issue here, Verizon would have billed that work to TIAC at cost at or near the inception of the contracts in 1995 and 1996, long before RNK assumed the contracts in 1998.