

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY**

In the Matter of

Global NAPs, Inc.

Petition for Arbitration Pursuant to Section 252(b)
of the Telecommunications Act of 1996 to
Establish an Interconnection Agreement with
Verizon New England Inc. d/b/a Verizon
Massachusetts f/k/a New England Telephone and
Telegraph Company d/b/a Bell Atlantic-Massachusetts

D.T.E. 02-45

**DIRECT TESTIMONY
OF WILLIAM MUNSELL ON BEHALF OF
VERIZON MASSACHUSETTS**

September 10, 2002

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I. WITNESS BACKGROUND AND OVERVIEW

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

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

Q. BY WHOM ARE YOU CURRENTLY EMPLOYED?

A. I am currently employed by Verizon. I am testifying in this arbitration on behalf of Verizon New England Inc., d/b/a Verizon Massachusetts (“Verizon”).

Q. WHAT ARE YOUR CURRENT DUTIES AND RESPONSIBILITIES?

A. My current duties are to represent Verizon in negotiations with Competitive Local Exchange Companies (“CLECs”) for interconnection, resale, and unbundled elements as required under § 251 of the Telecommunications Act of 1996 (the “Act”).

Q. PLEASE SUMMARIZE YOUR EDUCATIONAL BACKGROUND AND WORK EXPERIENCE.

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

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

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

10
11 In 1989, I accepted a position with Verizon (then GTE) Telephone Operations in Irving,
12 Texas as a Senior Product Manager for intraLATA toll calling plans for all of the states in
13 which Verizon (then GTE) operated. In 1994, I transitioned from the retail side of the
14 business to the wholesale side by accepting the position of Senior Product Manager-
15 Switched Access Service. In that role, I was responsible for managing switched access
16 rates in the states within Verizon (then GTE) North Incorporated. I also was given
17 responsibility for the systems development and rollout of intrastate intraLATA equal
18 access in all states served by the former GTE.

19
20 In 1996, I became a Product Manager for interconnection, where I helped develop
21 positions, policies, and systems capabilities in response to the Act. In December 1997, I
22 was promoted to a position within a new Program Office that developed solutions to the
23 many systems issues that Verizon (then GTE) faced in the new post-Act competitive

1 environment. In that position, my specialty was usage issues. In addition, while in that
2 position, I attended numerous meetings of the Ordering & Billing Forum (“OBF”),
3 specifically in the Billing and Message Processing subcommittees (including MECAB).
4 In the spring of 1999, I accepted my present position as a negotiator of interconnection
5 contracts.

6
7 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

8 A. The purpose of my testimony is to address Issue 5 (Change-in-law provision for the *ISP*
9 *Remand Order*) that Global NAPs, Inc. (“GNAPs”) identified in its Petition for
10 Arbitration, including the disputed contract language associated with that issue. In
11 addition, I address certain disputed contract sections which GNAPs erroneously contends
12 are related to Issues 3, 4, 5 or 7 (Verizon Redline Glossary §§ 2.43, 2.57, 2.72-2.76, 2.78,
13 2.94-2.95; Verizon Redline Additional Service Attachment § 5.1; Verizon Redline
14 Interconnection Attachment §§ 2, 6, 7.1, 7.2, 7.3, 7.4, 9.2.1, 13.3).¹ I have reviewed
15 GNAPs’ Petition but find no justification for GNAPs’ disputed language. Nevertheless, I
16 briefly address why the Department should adopt Verizon’s proposals for associated with
17 these unrelated, but disputed, contract sections. The following chart identified the issues
18 and contract sections that I cover.

¹For ease of reference I will refer to Verizon’s Redline Interconnection Agreement throughout my testimony. Verizon’s proposed language is in bold type and is underlined. GNAPs’ proposed language appears in strike-through text.

Issue No.	Statement of Issue	Disputed Contract Sections GNAPs Identifies as Related to Issue	Disputed Contract Sections Identified by GNAPs but Unrelated to Issue
Issue 3	Should Verizon's Local Calling Area Boundaries be Imposed on GNAPs or May GNAPs Broadly Define its Own Local Calling Areas?"	Verizon Redline Glossary §§ 2.34, 2.48, 2.57, 2.76, 2.84, 2.92; Verizon Redline Interconnection Attachment §§ 6.2, 7.3. ⁴	Verizon Redline Interconnection Attachment §§ 2, 7.1, 13.3
Issue 4	Can GNAPs Assign to Its Customers NXX Codes That are 'Homed' in a Central Office Switch Outside of the Local Calling Area in Which the Customer Resides?	Verizon Redline Glossary §§ 2.34, 2.48, 2.84; Verizon Redline Interconnection Attachment § 2.2.1.1, 2.2.1.2	Verizon Redline Glossary §§ 2.72-2.74, 2.78; Verizon Redline Interconnection Attachment §§ 9.2., 13.3
Issue 5	Is it Reasonable for the Parties to Include Language in the Agreement that Expressly Requires the Parties to Renegotiate Reciprocal Compensation Obligations if Current Law is Overturned or Otherwise Revised?	Verizon Redline Glossary § 2.76; Verizon Redline General Terms and Conditions § 4.7 ³	Verizon Redline Glossary §§ 2.43, 2.57, 2.75-2.76, 2.94, 2.95; Verizon Redline Additional Service Attachment § 5.1; Verizon Redline Interconnection Attachment §§ 6, 7.2, 7.3, 7.4.

²GNAPs' Arbitration Petition ("GNAPs' Petition") appears to contain numbering errors and my testimony with respect to Issues 3, 4, 5 and 6 assumes that GNAPs' references to Glossary Sections 2.42, 2.47, 2.56, 2.71, 2.72, 2.73, 2.74, 2.75, 2.77, 2.83 and 2.91, 2.93, 2.94, 2.95 were intended to refer to the disputed language in Glossary Sections 2.43, 2.48, 2.57, 2.72, 2.73, 2.74, 2.75, 2.76, 2.78, 2.84, 2.92, 2.94, 2.95, and 2.96 respectively.

³My testimony will also include comments regarding General Terms and Conditions Section 4.7 which, although not specifically identified by GNAPs as related any Issue, contains GNAPs proposed changes that affect issue 5.

Issue 6	Whether Two-Way Trunking Is Available to GNAPs at GNAPs' Request?	Verizon Redline Interconnection Attachment §§ 2.2.3, 2.2.4, 2.4.1-2.4.3, 2.4.10	Verizon's Redline Glossary §§ 2.94 - 2.96; Verizon's Redline Interconnection Attachment §§ 2.2.1, 2.2.5, 2.3, 2.4.4, 2.4.8, 2.4.9, 2.4.11, 2.4.12, 2.4.13, 2.4.14, 2.4.16
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II. ISSUE 5: CHANGE-IN-LAW PROVISION FOR *ISP REMAND ORDER*

A. THE DEPARTMENT SHOULD ADOPT VERIZON'S PROPOSED CONTRACT LANGUAGE RELATED TO ISSUE 5.

Q. WHAT IS THE DISPUTE RAISED BY GNAPS IN ISSUE 5?

A. As GNAPs' statement of the issue suggests, it is my understanding that GNAPs wants a specific change-in-law provision to address the FCC's *ISP Remand Order*.⁴ My understanding of this issue is confirmed by GNAPs' position statement. In its Petition at page 25, GNAPs argues that the new agreement should "expressly recognize that the issue of compensation for ISP-bound calls might need to be revisited if the FCC's recent Order is stayed, vacated, reversed, or modified during the period that the Parties' contract is in effect."

⁴In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996, *Intercarrier Compensation for ISP-Bound Traffic*, Order on Remand, 16 FCC Rcd 9151 (April 27, 2001) (the "*ISP Remand Order*").

1 **Q. HAS THE *ISP REMAND ORDER* BEEN “STAYED, VACATED, REVERSED, OR**
2 **MODIFIED?**

3 A. No. It is my understanding that the United States Court of Appeals for the District of
4 Columbia Circuit remanded the *ISP Remand Order* back to the FCC, but the court chose
5 not to vacate any of the intercarrier compensation rules from the *ISP Remand Order*.
6 Although I am not a lawyer, it is my understanding that the *ISP Remand Order* still
7 controls the parties’ intercarrier compensation obligations.

8
9 **Q. HAS GNAPS PROPOSED A SPECIFIC CHANGE-IN-LAW PROVISION FOR**
10 **THE *ISP REMAND ORDER*?**

11 A. No, it has not. GNAPs did not even propose specific language relating to the *ISP*
12 *Remand Order* in § 4 of the Verizon Redline General Terms and Conditions. This
13 section deals with applicable law and changes to the applicable law. The only pertinent
14 contract language GNAPs proposes is in Verizon Redline Glossary § 2.76, where GNAPs
15 merely inserts the phrase “unless Applicable Law determines that any of this traffic is
16 local in nature and subject to Reciprocal Compensation.” This is not “specific language
17 in the Agreement obligating both Parties to renegotiate these issues if current law
18 changes,” as GNAPs claims it wants.⁵

19
20 **Q. SHOULD THE PARTIES’ INTERCONNECTION AGREEMENT CONTAIN A**
21 **SPECIFIC CHANGE-IN-LAW PROVISION FOR THE *ISP REMAND ORDER*?**

⁵ GNAPs’ Petition at 24.

1 A. No. As with all legal authority governing the parties' interconnection agreement, the *ISP*
2 *Remand Order* may be subject to future changes. Both Verizon and GNAPs have
3 anticipated these possible changes and have proposed identical "change of law" language.
4 See Verizon Redline General Terms and Conditions §§ 4.5, 4.6. This standard language
5 will squarely address any future reversal of or modification to the *ISP Remand Order*, as
6 well as any other legal authority. There is no need for the specific carve-out that GNAPs
7 proposes in theory in light of the agreed change of law provision.

8
9 **Q. HAS THE FCC RULED ON THIS ISSUE?**

10 A. It is my understanding that AT&T and other CLECs filed Petitions for Arbitration with
11 Verizon in Virginia, and that the Virginia Commission refused to exercise its jurisdiction.
12 Thereafter, the FCC's Wireline Competition Bureau (the "Bureau") consolidated the
13 proceedings and took over the case. The Bureau released its *Virginia Order* on July 17,
14 2002.⁶ I note that although the *Virginia Order* is not a final order, the Bureau concluded
15 therein that "We agree with Verizon that the general change of law provision in each
16 interconnection agreement is sufficient to address any changes that may result from the
17 ongoing proceedings related to the *ISP Intercarrier Compensation Order*."⁷ The Bureau
18 likewise noted that "None of the petitioners demonstrates that the general change of law

⁶*Petition of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc. and For Expedited Arbitration*, CC Docket No. 00-218; *Petition of Cox Virginia Telecom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc. and For Arbitration*, CC Docket No. 00-249; *Petition of AT&T Communications of Virginia, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc.*, CC Docket No. 00-251, DA 02-1731 (July 17, 2002) (citing Inter-carrier Compensation NPRM at 9634-38, 9650-52, paras. 69-77, 112-115) ("*Virginia Order*").

⁷*Virginia Order* at 127, ¶ 254.

1 provision would be inadequate to effectuate any court decision that reverses, remands or
2 otherwise modifies the *ISP Intercarrier Compensation Order*.’⁸ It also stated,
3 “Additionally, the dispute resolution procedures incorporated into the parties’ general
4 change of law provisions are sufficient to address the petitioners’ concerns that any
5 change of law would trigger protracted negotiations when Verizon has no incentive to
6 reach agreement.”⁹

7
8 **B. THE DEPARTMENT SHOULD ADOPT VERIZON’S PROPOSED**
9 **CONTRACT LANGUAGE CITED BY GNAPS BUT UNRELATED TO**
10 **ISSUE 5.**

11
12 **Q. HAS GNAPS PROPOSED ANY CONTRACT LANGUAGE FOR ISSUE 5?**

13 A. Yes. The bulk of the contract language that GNAPS cites in connection with GNAPS’
14 change-of-law discussion is really GNAPS’ attempt to avoid the terms of the *ISP Remand*
15 *Order* or to prematurely negotiate what the new reciprocal compensation terms should be
16 if the *ISP Remand Order* were to no longer apply. See GNAPS’ Petition at 25 citing its
17 Glossary §§ 2.42, 2.56, 2.74-2.75 (properly §§ 2.43, 2.57, 2.75-2.76); Additional Service
18 Attachment § 5.1; and Interconnection Attachment §§ 6.1.1, 7.2, 7.3, 7.4. Accordingly,
19 the bulk of GNAPS’ proposed language cited with this issue is unrelated to the stated
20 issue and unnecessary in light of the agreed change-of-law provision. Moreover,
21 GNAPS’ proposed contract language is inconsistent with the *ISP Remand Order*.

22

⁸*Id.*

⁹*Id.* (citations omitted).

1 **Q. HAS GNAPS EXPLAINED WHY THE DEPARTMENT SHOULD ADOPT THE**
2 **CONTRACT LANGUAGE IT CITES IN CONNECTION WITH ISSUE 5?**

3 A. No. After discussing its change-in-law proposal related to the *ISP Remand Order*,
4 GNAPs summarily concludes that the Department should “order the Parties to implement
5 Global’s proposed contract language included in Exhibit B. *See* Agreement Glossary
6 Sections 2.42, 2.56, 2.74 - 2.75; Additional Services Attachment, Section 5.1;
7 Interconnection Attachment Sections 6.1.1, 7.2, 7.3 and 7.4”¹⁰ GNAPs, however, never
8 explains how these contract sections would trigger a specific change to the parties’
9 compensation obligations if and when the FCC releases a new order for reciprocal
10 compensation and internet traffic. GNAPs likewise fails to explain its edits to § 4.7 of
11 the Verizon Redline General Terms and Conditions, changes that GNAPs presumably
12 wants in order to avoid the effect of the *ISP Remand Order*.

13
14 **Q. PLEASE ADDRESS GNAPS’ PROPOSED CHANGES TO THE DEFINITION OF**
15 **INTERNET TRAFFIC (VERIZON REDLINE GLOSSARY § 2.43).**

16 A. GNAPs’ proposed language appears as strikethrough text below, with Verizon’s language
17 shown in double-underline:

18 ~~Traffic (excluding CMRS~~ Any traffic) that is transmitted to or returned
19 from the Internet at any point during the duration of the transmission
20 ~~between the Parties~~

21 It is unclear why GNAPs proposes to exclude CMRS traffic from the “Internet Traffic”
22 definition or add the phrase “between the parties” in defining what constitutes “Internet

¹⁰GNAPs Petition at 25-26. As noted above, these GNAPs Glossary citations correspond to Verizon Redline Glossary §§ 2.43, 2.57, 2.75-2.76. GNAPs’ references to Additional Service Attachment § 5.1 and Interconnection Attachment §§ 6.1.1, 7.2, 7.3, 7.4 correspond to the same sections in the Verizon Redline.

1 Traffic.” These changes make no sense. GNAPs’ proposed definition would not cause
2 the parties to revisit the *ISP Remand Order* should the FCC change its intercarrier
3 compensation rules. Without further explanation, and an opportunity for Verizon to
4 respond, the Department should reject GNAPs’ proposal and adopt Verizon’s definition
5 in its entirety.

6
7 **Q. HAVE ANY OTHER STATE COMMISSIONS ADDRESSED GNAPS’**
8 **PROPOSED CHANGES TO THE DEFINITION OF INTERNET TRAFFIC?**

9 A. Yes. The New York Public Service Commission explicitly rejected GNAPs’ edits to
10 Verizon’s proposed “Internet Traffic” definition, stating “GNAPs’ proposed edits to
11 various definitions, which GNAPs indicates are related to this issue and to which Verizon
12 objects, are either ambiguous or inconsistent with existing definitions of toll service.
13 Thus, these proposed contract changes are not adopted.”¹¹ The California Public Utilities
14 Commission also ordered the Parties to adopt Verizon’s proposed language, noting that
15 “GNAPs does not explain why it deleted the reference to CMRS providers.”¹²

¹¹*Petition of Global NAPs, Inc., Pursuant to Section 252(b) of the Telecommunications Act of 1996, for Arbitration to Establish an Intercarrier Agreement with Verizon New York Inc., Order Resolving Arbitration Issues, NY PSC Case No. 02-C-0006 (May 24, 2002) at 21 (“New York Verizon/GNAPs Arbitration Order”).* Verizon’s Redline Glossary § 2.43 in Massachusetts is identical to Glossary § 2.42 in New York.

¹²*In the Matter of Global NAPs, Inc. (U-6449-C) Petition for Arbitration of an Interconnection Agreement with Verizon California Inc. f/k/a GTE California Inc. Pursuant to Section 252(b) of the Telecommunications Act of 1996, Final Arbitrator’s Report, Public Utilities Commission of the State of California, Application No. 01-12-026, Decision 02-06-076 (May 15, 2002) at 72 (“California Verizon/GNAPs Arbitration Order”).* The California Commission reaffirmed this Order in its final decision in the Verizon/GNAPs proceeding. *See In the Matter of Global NAPs, Inc. (U-6449-C) Petition for Arbitration of an Interconnection Agreement with Verizon California Inc. f/k/a GTE California Inc. Pursuant to Section 252(b) of the Telecommunications Act of 1996, Opinion Adopting Final Arbitrator’s Report with Modification, Public Utilities Commission of the State of California, Application No. 01-12-026, Decision 02-06-076 (June 27, 2002) at 36 (“California Verizon/GNAPs Final Decision”).* For ease of reference, I will refer to the *California Verizon/GNAPs Arbitration Order* throughout my testimony, unless the full California Commission specifically amended that Order in the *California Verizon/GNAPs Final Decision* (in which case, I will reference the *California Verizon/GNAPs Final Decision*). Verizon’s Redline Glossary § 2.43 in Massachusetts is identical to Glossary § 2.42 in California.

1
2 **Q. PLEASE ADDRESS GNAPS' PROPOSED CHANGES TO THE DEFINITION OF**
3 **MEASURED INTERNET TRAFFIC (VERIZON REDLINE GLOSSARY § 2.57).**

4 A. This definition is important to Verizon because other carriers may adopt this agreement
5 including its definitions. The language to which GNAPs objects is double underlined
6 below.

7 Dial-up, switched Internet Traffic originated by a Customer of one Party
8 on that Party's network at a point in a Verizon local calling area, and
9 delivered to a Customer or an Internet Service Provider served by the
10 other Party, on that other Party's network at a point in the same Verizon
11 local calling area. Verizon local calling areas shall be as defined by
12 Verizon. For the purposes of this definition, a Verizon local calling
13 area includes a Verizon non-optional Extended Local Calling Scope
14 Arrangement, but does not include a Verizon optional Extended Local
15 Calling Scope Arrangement. Calls originated on a 1+ presubscription
16 basis, or on a casual dialed (10XXX/101XXXX) basis, are not
17 considered Measured Internet Traffic.

18 Verizon's proposed definition for "Measured Internet Traffic" attempts to capture
19 internet traffic that would be subject to the interim intercarrier compensation rate regime
20 outlined in the FCC's *ISP Remand Order*, and the internet traffic that is not. That is,
21 internet traffic that physically originates and is delivered to an ISP who is physically
22 located in the same Verizon local calling area would be subject to the FCC's interim rate
23 regime, while traffic that is not originated and delivered in the same local calling area
24 would not. Because Verizon's proposal is consistent with the *ISP Remand Order*, it
25 should be adopted.
26

1 **Q. HAVE ANY OTHER STATE COMMISSIONS ADDRESSED GNAPS’**
2 **PROPOSED CHANGES TO THE DEFINITION OF MEASURED INTERNET**
3 **TRAFFIC?**

4 A. Yes. The New York Commission explicitly rejected GNAPs’ edits to Verizon’s
5 proposed “Measured Internet Traffic” definition, stating, “GNAPs’ proposed edits to
6 various definitions, which GNAPs indicates are related to this issue and to which Verizon
7 objects, are either ambiguous or inconsistent with existing definitions of toll service.
8 Thus, these proposed contract changes are not adopted.”¹³ The California Commission
9 adopted Verizon’s proposed definition.¹⁴

11 **Q. PLEASE ADDRESS GNAPS’ PROPOSED CHANGES TO THE DEFINITION OF**
12 **RECIPROCAL COMPENSATION (VERIZON REDLINE GLOSSARY § 2.75).**

13 A. GNAPs proposes to define “Reciprocal Compensation” by simple reference to “The
14 arrangement called for by 47 U.S.C. § 251(b)(5).” Verizon, on the other hand elaborates:

15 **The arrangement for recovering, in accordance with Section 251(b)(5)**
16 **of the Act, the FCC Internet Order, to the extent it remains**
17 **Applicable Law, and other applicable FCC orders and FCC**
18 **Regulations, costs incurred for the transport and termination of**
19 **Reciprocal Compensation Traffic originating on one Party’s network**
20 **and terminating on the other Party’s network (as set forth in Section 7**
21 **of the Interconnection Attachment).**

22 Verizon’s language is more comprehensive. GNAPs’ proposed definition of “Reciprocal
23 Compensation,” which refers simply to Section 251(b)(5) of the Act, is too limited in the
24 wake of the *ISP Remand Order*. At a minimum, Verizon needs (and is entitled to)

¹³New York Verizon/GNAPs Arbitration Order at 21. Verizon’s Redline Glossary § 2.57 in Massachusetts is identical to Glossary § 2.56 in New York.

1 language specifying how reciprocal compensation provides for the recovery of costs
2 incurred for the transport and termination of “Reciprocal Compensation Traffic.”

3 Verizon’s proposed terms accomplish this end and should be adopted.
4

5 **Q. HAVE ANY OTHER STATE COMMISSIONS ADDRESSED GNAPS’**
6 **PROPOSED CHANGES TO THE DEFINITION OF RECIPROCAL**
7 **COMPENSATION?**

8 A. Yes. The New York Commission explicitly rejected GNAPs’ edits to Verizon’s
9 proposed “Reciprocal Compensation” definition, stating, “GNAPs’ proposed edits to
10 various definitions, which GNAPs indicates are related to this issue and to which Verizon
11 objects, are either ambiguous or inconsistent with existing definitions of toll service.
12 Thus, these proposed contract changes are not adopted.”¹⁵

13 **Q. PLEASE ADDRESS GNAPS’ PROPOSED CHANGES TO THE DEFINITION OF**
14 **RECIPROCAL COMPENSATION TRAFFIC (VERIZON REDLINE GLOSSARY**
15 **§ 2.76).**

16 A. The language to which GNAPs objects is double underlined below. GNAPs’ proposed
17 language appears as strikethrough text.

18 Telecommunications traffic originated by a Customer of one Party on that
19 Party’s network and terminated to a Customer of the other Party on that
20 other Party’s network, except for Telecommunications traffic that is
21 interstate or intrastate Exchange Access, information access, or exchange
22 services for Exchange Access or information access. The determination of
23 whether Telecommunications traffic is Exchange Access or information

¹⁴*California Verizon/GNAPs Final Decision* at Appendix A, page 2. Verizon’s Redline Glossary § 2.57 in Massachusetts is identical to Glossary § 2.56 in California.

¹⁵*New York Verizon/GNAPs Arbitration Order* at 21. Verizon’s Redline Glossary § 2.75 in Massachusetts is identical to Glossary § 2.74 in New York.

1 access shall be based upon ~~the Party originating the~~
2 ~~telecommunications~~ Verizon's local calling areas as defined by ~~such~~
3 ~~originating carrier~~ Verizon. Reciprocal Compensation Traffic does not
4 include: (1) any Internet Traffic; (2) traffic that does not originate and
5 terminate within the same Verizon local calling area as defined by ~~the~~
6 ~~Party originating the telecommunication~~ Verizon; (3) Toll Traffic,
7 including, but not limited to, calls originated on a 1+ presubscription
8 basis, or on a casual dialed (10XXX/101XXX) basis; (4) Optional
9 Extended Local Calling Scope Arrangement Traffic; (5) special access,
10 private line, Frame Relay, ATM, or any other traffic that is not switched
11 by the terminating Party; (6) Tandem Transit Traffic; or, (7) Voice
12 Information Service Traffic (as defined in Section 5 of the Additional
13 Services Attachment); ~~unless Applicable Law determines that any of this~~
14 ~~traffic is local in nature and subject to Reciprocal Compensation~~. For the
15 purposes of this definition, a Verizon local calling area includes a Verizon
16 non-optional Extended Local Calling Scope Arrangement, but does not
17 include a Verizon optional Extended Local Calling Scope Arrangement.

18 Verizon's language defines the traffic that is subject to § 251(b)(5) of the Act in light of
19 the *ISP Remand Order*. The primary problem with GNAPs' proposed language is
20 GNAPs' insistence upon using the local calling area of the originating party to determine
21 whether a call constitutes "Reciprocal Compensation Traffic." For example, GNAPs
22 proposes that the determination of whether traffic is exchange access or information
23 access – or whether reciprocal compensation is due on such traffic – should be based on
24 the local calling area of the carrier originating the call. GNAPs' proposal also would be
25 inconsistent with the Department's decision in its *Consolidated Arbitrations Phase 4-B*
26 *Order* that the incumbent local exchange carrier's local calling areas are to control for
27 purposes of intercarrier compensation.¹⁶ With that assumption in place, the Department
28 later confirmed that transport and termination costs within a local service area are

¹⁶See *Consolidated Petitions of New England Telephone and Telegraph Company d/b/a NYNEX, Teleport Communications Group, Inc., Brooks Fiber Communications, AT&T Communications of New England, Inc., MCI Communications Company, and Sprint Communications Company, L.P., pursuant to Section 252(b) of the Telecommunications Act of 1996, for arbitration of interconnection agreements between NYNEX and the aforementioned companies*, Order on Motion by TCG for Reconsideration, D.P.U. 96-73/74, 96-75, 96-80/81, 96-83, 96-94 (Phase 2-B) (Phase 4-B), at 7-9 (May 2, 1997) ("*Consolidated Arbitrations Phase 4-B Order*").

covered by the reciprocal compensation rates.¹⁷ Traffic originating or terminating outside of the applicable local area is subject to interstate and intrastate access charges.¹⁸

GNAPs' proposal also would produce a situation in which identical calls between the same end users would be classified differently as either access or reciprocal compensation traffic depending upon which end user originated the call. Verizon witness Terry Haynes addresses the chaos that would result from this situation in more detail in response to Issue 3.

**Q. DOES GNAPS' PROPOSED DEFINITION OF "RECIPROCAL
COMPENSATION TRAFFIC" PRESENT OTHER PROBLEMS?**

A. Yes. Not only is it unworkable and unrelated to Issue 5, but it is also contrary to the direction provided by the FCC that state commission-defined local calling areas should also delineate the traffic that is subject to interstate and intrastate access charges. *See Local Competition Order* ¶¶ 1033-35. For example, Plymouth and Framingham are not in the same local calling area as defined by Verizon. Both cities, however, could be in the same GNAPs' local calling area as defined by GNAPs. Under GNAPs' proposal, when a Verizon Plymouth subscriber calls a GNAPs' Framingham subscriber, Verizon would be required to pay GNAPs intrastate access charges to terminate this intraLATA toll call (based on Verizon's definition of the local calling area). However, when a

¹⁷*Petitions of MediaOne Telecommunications of Massachusetts, Inc. and New England Telephone and Telegraph Company d/b/a Bell Atlantic-Massachusetts for arbitration, pursuant to Section 252(b) of the Telecommunications Act of 1996 to establish an interconnection agreement*, D.T.E. 99-42/43, 99-52 at 42-43, order issued August 25, 1999 ("MediaOne/Greater Media Arbitration Order").

¹⁸*MediaOne/Greater Media Arbitration Order* at 43.

1 GNAPs customer in Framingham calls a Verizon customer in Plymouth, GNAPs would
2 avoid paying Verizon access charges and instead would pay only the lower reciprocal
3 compensation rate (based on GNAPs' geographically broader definition of the local
4 calling area). Thus, for identical calls between Framingham and Plymouth, GNAPs
5 would collect a higher rate for calls from Verizon customers, but pay a lower rate for
6 calls by GNAPs' customers. GNAPs' proposal for "Reciprocal Compensation Traffic"
7 would lead to inequitable results.

8
9 GNAPs also adds the phrase "unless Applicable Law determines that any of this traffic is
10 local in nature and subject to Reciprocal Compensation" in what appears to be an attempt
11 to circumvent the "change in law" provisions set forth in Verizon Redline General Terms
12 and Conditions §§ 4.5 and 4.6.

13
14 **Q. HAVE ANY OTHER STATE COMMISSIONS ADDRESSED GNAPS'**
15 **PROPOSED CHANGES TO THE DEFINITION OF RECIPROCAL**
16 **COMPENSATION TRAFFIC?**

17 A. Yes. The New York Commission explicitly rejected GNAPs' edits to Verizon's proposed
18 "Reciprocal Compensation Traffic" definition, stating "GNAPs' proposed edits to various
19 definitions, which GNAPs indicates are related to this issue and to which Verizon objects,
20 are either ambiguous or inconsistent with existing definitions of toll service. Thus, these
21 proposed contract changes are not adopted."¹⁹

22

¹⁹*New York Verizon/GNAPs Arbitration Order* at 21. Verizon's Redline Glossary § 2.76 in Massachusetts is identical to Glossary § 2.75 in New York.

1 As described more fully in the testimony of Terry Haynes, the overwhelming majority of
2 states addressing the virtual NXX issue have determined that virtual NXX traffic is not
3 local traffic subject to reciprocal compensation. Indeed, Commissions in both Illinois and
4 Ohio have rejected GNAPs' similar positions and language on this issue. Accordingly,
5 GNAPs' edits should be rejected for purposes of this Massachusetts interconnection
6 agreement as well.

7
8 **Q. PLEASE ADDRESS GNAPS' PROPOSED CHANGES TO § 5.1 OF THE**
9 **VERIZON REDLINE ADDITIONAL SERVICES ATTACHMENT RELATING**
10 **TO VOICE INFORMATION SERVICE TRAFFIC.**

11 A. GNAPs' proposes to add the text appearing in strikethrough below:

12 For purposes of this Section 5, (a) Voice Information Service means a
13 service that provides [i] recorded voice announcement information or [ii] a
14 vocal discussion program open to the public, ~~for which the service~~
15 ~~provider charges a fee which is assess on the calling party's telephone bill~~
16 and (b) Voice Information Service Traffic means intraLATA switched
17 voice traffic, delivered to a Voice Information Service. Voice Information
18 Service Traffic does not include any form of Internet Traffic. Voice
19 Information Service Traffic also does not include 555 traffic or similar
20 traffic with AIN service interfaces, which traffic shall be subject to
21 separate arrangements between the Parties. Voice Information Service
22 Traffic is not subject to Reciprocal Compensation charges under Section 7
23 the Interconnection Attachment.

24 Verizon Redline Additional Services Attachment Section 5.1 deals with voice
25 information services, which are provided by third parties. Like its position in connection
26 with Issue 3, GNAPs attempts to make the distinction that in order for traffic to be voice
27 information services traffic, the voice information services provider must charge a "fee."
28 As explained in connection with Issue 3, GNAPs cannot alter Massachusetts law or tariffs
29 differentiating between voice information services, toll or local traffic on the basis of

GNAPs’ or a third party’s unilateral determination of whether or not it will impose additional charges. Moreover, the third parties who provide this service may not assess a fee that would show up on the calling party’s telephone bill. These third-party providers would typically charge the calling party’s credit card or recoup their expenses through the sale of advertising (often a 900-type service). Not only is this provision unrelated to GNAPs’ Issue 5, GNAPs’ proposal does not reflect present industry practice in this area.

Q. HAVE ANY OTHER STATE COMMISSIONS ADDRESSED GNAPs’ PROPOSED CHANGES TO § 5.1 OF THE VERIZON REDLINE ADDITIONAL SERVICES ATTACHMENT?

A. Yes. As in Massachusetts, GNAPs did not provide Verizon or the New York Commission with reasons why it has made numerous changes to Verizon’s proposed agreement – including changes to Verizon Redline Additional Services Attachment § 5.1. Accordingly, the New York Commission stated as follows:

As a threshold matter, purported issues identified only by redlining in a draft contract will not be considered issues properly placed in arbitration pursuant to § 252(b)(2) of the 1996 Act. To meet that standard, a party petitioning for arbitration must provide the State commission all relevant documentation concerning the unresolved issues, including the position of each of the parties with respect to those issues. Accordingly, only issues briefed or argued on the record will be addressed in this order.²⁰

In short, the New York Commission rejected GNAPs’ proposed changes to these sections as unripe for consideration – since GNAPs did not properly present or explain them. The California Commission, however, directly addressed GNAPs’ changes and found in Verizon’s favor, stating, “Additional services § 5.1: Verizon’s proposed language is

²⁰*New York Verizon/GNAPs Arbitration Order* at 4.

1 adopted. As Verizon states, Voice Information Service is not subject to reciprocal
2 compensation provisions. Both Verizon and GNAPs recoup their costs via arrangements
3 with the third-party service/content provider.”²¹

4
5 **Q. AT PAGES 25-26 OF ITS PETITION, GNAPS CLAIMS THAT IT PROPOSES**
6 **EDITS TO § 6 OF THE INTERCONNECTION ATTACHMENT RELATED TO**
7 **ISSUE 5, HOW DO YOU RESPOND?**

8 A. GNAPs has not proposed any changes to Verizon’s proposed provisions for § 6 of the
9 Interconnection Attachment. I cannot respond to proposals that have not been made.

10
11 **Q. HAVE ANY OTHER STATE COMMISSIONS ADDRESSED GNAPS’ CLAIMS**
12 **WITH RESPECT TO § 6 OF THE VERIZON REDLINE INTERCONNECTION**
13 **ATTACHMENT?**

14 A. Yes. Even where GNAPs did propose changes to § 6, state commissions have rejected its
15 position. The New York Commission rejected GNAPs changes to the Verizon’s
16 proposed agreement as unripe for consideration because GNAPs did not properly present
17 or explain them.²² The California Commission, however, directly addressed GNAPs’
18 changes²³ and made specific rulings in Verizon’s favor on various terms in issue with this
19 section:

20 Interconnection § 6.1.1: Verizon’s proposed language is adopted. GNAPs
21 would seek to limit the traffic for which CPN is passed, without providing
22 any terms for what rate application should apply to minutes where CPN is
23 not passed.

²¹ *California Verizon/GNAPs Arbitration Order* at 73.

²² *New York Verizon/GNAPs Arbitration Order* at 4.

²³ *California Verizon/GNAPs Arbitration Order* at 73, 83, 100.

* * *

Interconnection § 6.2: Verizon’s proposed language is adopted. The requirement that the parties exchange CPN data is critical to ensuring the proper traffic classifications. Verizon’s reference to calculating billing minutes in accordance with applicable tariffs is also adopted. This reference to Verizon’s tariffs for billing purposes will be consistent.²⁴

Again, however, and notwithstanding GNAPs’ claims in its Petition to the contrary, GNAPs has not proposed any language for § 6 of the Interconnection Attachment in this case, and the Department need not address this section.

Q. AT PAGES 25-26 OF ITS PETITION, GNAPS CLAIMS THAT IT PROPOSES EDITS TO § 7.2 OF THE INTERCONNECTION ATTACHMENT RELATED TO ISSUE 5, HOW DO YOU RESPOND?

A. GNAPs has not proposed any changes to Verizon’s proposed provisions for § 7.2 of the Interconnection Attachment. I cannot respond to proposals that have not been made.

Q. GNAPS ALSO CONTENDS THAT §§ 7.3, AND 7.4 OF THE VERIZON REDLINE INTERCONNECTION ATTACHMENT ARE AFFECTED BY THE DEPARTMENT’S RESOLUTION OF ISSUE 5. DO YOU AGREE?

A. No. These sections of the Interconnection Attachment do not impact the specific change-in-law issue GNAPs has articulated for Issue 5. Nevertheless, GNAPs continues to compound the errors it made in Verizon’s Glossary sections by continuing to propose

²⁴The California Commission specifically reaffirmed this ruling in the *California Verizon/GNAPs Final Decision*, stating “Verizon’s proposed language is adopted. It explains the use of Traffic Factors and deletes GNAPs’ language related to its defined calling areas. The reference to applicable tariffs is appropriate. That tariff section explains the measurement of billing minutes for toll traffic.” See *California Verizon/GNAPs Final Decision* at Appendix A, page 3. The California Commission modified Verizon Interconnection Attachment § 6.3 to reduce the number of annual audits requested by Verizon from two to one. However, the California Commission made it clear that if an audited disclosed “material errors or discrepancies,” that Verizon would be permitted to schedule additional audits *California Verizon/GNAPs Arbitration Order* at 100.

1 terms that are inconsistent with the *ISP Remand Order* and other applicable federal rules.

2 For example, in § 7.3.3, GNAPs deletes the reference to calls originated on a 1+
3 presubscription or casual dialed calls in the same inappropriate way as it did in the
4 Glossary definition of “Toll Traffic.” In § 7.3.4, moreover, GNAPs also incorrectly
5 proposes to delete Verizon’s explanation of its local calling areas that should govern
6 whether a call constitutes reciprocal compensation traffic.

7
8 Finally, in § 7.4, GNAPs would delete the requirement for symmetrical reciprocal
9 compensation rates between the parties. By proposing to delete this section, GNAPs is
10 apparently seeking the ability to charge Verizon more for reciprocal compensation than
11 Verizon charges GNAPs. GNAPs’ proposal contradicts the FCC’s requirement for
12 symmetrical reciprocal compensation between carriers as described in 47 C.F.R. §
13 51.711. GNAPs’ proposed contract language would appear to circumvent the
14 requirements of 47 C.F.R. § 51.711 (*e.g.*, GNAPs has not submitted a cost study to the
15 Department under § 51.711(b)). Accordingly, its position should be rejected.

16
17 **Q. HAVE ANY OTHER STATE COMMISSIONS ADDRESSED GNAPS’**
18 **PROPOSED CHANGES TO §§ 7.3, AND 7.4 OF THE VERIZON REDLINE**
19 **INTERCONNECTION ATTACHMENT?**

20 A. Yes. The California Commission adopted all of Verizon’s proposed language for
21 Interconnection Attachment §§ 7.3 and 7.4 that GNAPs now again disputes in this case.²⁵

22

²⁵ *California Verizon/GNAPs Arbitration Order* at 74.

1 **Q. WHAT ABOUT GNAPS' PROPOSED CHANGES TO VERIZON REDLINE**
2 **GENERAL TERMS AND CONDITIONS SECTION 4.7?**

3 A. Both the New York and California Commissions rejected GNAPS' proposed changes to
4 this language as well. The New York Commission ruled:

5 Whether to maintain the status quo following a judicial, legislative, or
6 regulatory decision is the prerogative of those decisionmakers. While
7 parties may voluntarily agree to a different protocol with respect to changes
8 of law, we see no basis to require a nonconforming contract provision that
9 might produce uncertainty. We see no reason to modify standard change of
10 law provisions and therefore we adopt Verizon's position.²⁶

11 The California Commission also agreed with Verizon, noting "This Commission has
12 previously denied the request in an arbitration that parties need implement only "final and
13 non appealable orders and decisions. An order of this Commission or the FCC or the
14 relevant court is effective unless stayed, and must be implemented by the parties."²⁷

16 **III. THE DEPARTMENT SHOULD ADOPT VERIZON'S PROPOSED CONTRACT**
17 **LANGUAGE CITED BY GNAPS BUT UNRELATED TO ISSUES 3, 4 AND 6.**

18
19 **Q. VERIZON WITNESS HAYNES DISCUSSES CONTRACT SECTIONS RELATED**
20 **TO ISSUES 3, 4 AND 6. DID GNAPS CITE OR MODIFY CONTRACT**
21 **SECTIONS UNRELATED TO ISSUES 3, 4 AND 6?**

22 A. Yes. GNAPS cites or otherwise modifies without explanation Glossary §§ 2.70-2.72,
23 2.76, 2.92-2.93 (properly §§ 2.72-2.74, 2.78, 2.94-2.95), and Interconnection Attachment
24 §§ 2, 7.1, 9.2.1, and 13.3 in connection with Issues 3, 4 or 6, although these sections do

²⁶New York Verizon/GNAPS Arbitration Order at 21.

²⁷California Verizon/GNAPS Arbitration Order at 73.

not relate to either GNAPs' proposed calling scope, virtual NXX or two-way trunk issues.

Q. PLEASE ADDRESS GNAPS' PROPOSED CHANGES TO THE DEFINITION OF RATE CENTER AREA (VERIZON REDLINE GLOSSARY § 2.72).

A. The language to which GNAPs objects is double underlined below.

The geographic area that has been identified by a given LEC as being associated with a particular NPA-NXX code assigned to the LEC for its provision of Telephone Exchange Services. **The Rate Center Area is the exclusive geographic area that the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area.**

GNAPs' edits would remove from this section the following sentence: "The Rate Center Area is the exclusive geographic area that the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA NXX designation associated with the Specific Rate Center Area." The sentence is necessary, however, to make clear that NPA-NXXs are associated with particular geographic areas. Indeed, the Department previously noted that "[e]ach customer's telephone number is assigned to a particular rate center . . . The configuration of rate centers thus, determines whether calls are toll calls or local calls."²⁸ Verizon's language simply mirrors the Department's recognition that telephone numbers are assigned to particular rate centers. Without such language, and for the reasons discussed above, GNAPs would be able to eviscerate the distinction between local and toll service by merely assigning telephone

²⁸Investigation by the Department of Telecommunications and Energy on its own motion to determine the need for new area codes in Eastern Massachusetts and whether measures could be implemented to conserve exchange codes within Eastern Massachusetts, Order to Close Investigation, D.T.E. 98-38 at 3, n.4 (Jan. 24, 2002) ("RCC Order").

1 numbers to customers who do not reside within the rate centers to which such telephone
2 numbers are associated.

3
4 **Q. PLEASE ADDRESS GNAPS' PROPOSED CHANGES TO THE DEFINITION OF**
5 **RATE CENTER POINT (VERIZON REDLINE GLOSSARY § 2.73).**

6 A. The language to which GNAPS objects is double underlined below. GNAPS' proposed
7 language appears as strikethrough text below.

8 A specific geographic point, defined by a V&H coordinate, located within
9 the Rate Center Area and used to measure distance for the purpose of
10 billing for distance-sensitive ~~Telecommunications~~ **Telephone Exchange**
11 **Services and Toll Traffic.** **Pursuant to Telcordia Practice BR-795-**
12 **100-100, the Rate Center Point may be an End Office location, or a**
13 **"LEC Consortium Point Of Interconnection."**

14 GNAPS' proposed changes to this definition are inappropriate because the V&H
15 ("vertical and horizontal") coordinates associated with each rate center are *not* used to
16 calculate distance for *all* distance sensitive telecommunications services, as GNAPS
17 suggests. Specifically, distance calculations for point to point circuits (*e.g.*, private line,
18 special access) may not use the V&H coordinates of the rate center point; instead, the
19 calculations utilize the V&H coordinates of the specific wire centers for the inter-office
20 transport. Rate center points *are* primarily used in the calculation associated with
21 distance sensitive message service, *e.g.*, local measured service and intraLATA toll
22 service.

23
24 **Q. HAVE ANY OTHER STATE COMMISSIONS ADDRESSED GNAPS'**
25 **PROPOSED CHANGES TO § 2.73 OF THE VERIZON REDLINE GLOSSARY?**

1 A. Yes. For the reasons stated above, the New York Commission rejected various GNAPs
2 changes to the Verizon's proposed agreement as unripe for consideration – including
3 changes to Verizon Redline Glossary § 2.73 – because GNAPs did not properly present
4 or explain them.²⁹ The California Commission found in Verizon's favor with regard to
5 this Glossary definition, stating “Verizon's proposed definition is clearer and will be
6 adopted.”³⁰

7
8 **Q. PLEASE ADDRESS GNAPS' PROPOSED CHANGES TO THE DEFINITION OF**
9 **RATE DEMARCATION POINT (VERIZON REDLINE GLOSSARY § 2.74).**

10 A. The language to which GNAPs objects is double underlined below. GNAPs' proposed
11 language appears as strikethrough text below.

12 The physical point in a Verizon provided network facility at which
13 Verizon's responsibility for maintaining that network facility ends and the
14 ~~End User~~ Customer's responsibility for maintaining the remainder of the
15 facility begins, as set forth in this Agreement, Verizon's applicable
16 Tariffs, if any, or as otherwise prescribed under Applicable Law.

17 GNAPs' reference to “End User” in this section is unnecessary and is inconsistent with
18 terminology used elsewhere in the agreement.

19
20 **Q. AT PAGES 21 AND 24 OF ITS PETITION, GNAPS CLAIMS THAT IT**
21 **PROPOSES EDITS TO § 2.78 OF THE INTERCONNECTION ATTACHMENT**
22 **RELATED TO ISSUES 3 AND 4, HOW DO YOU RESPOND?**

²⁹*New York Verizon/GNAPs Arbitration Order* at 4. Verizon Redline Glossary Section 2.73 was numbered as Glossary Section 2.72 in New York.

³⁰*California Verizon/GNAPs Arbitration Order* at 66. Verizon Redline Glossary Section 2.73 was numbered as Glossary Section 2.72 in California.

1 A. GNAPs has not proposed any changes to Verizon’s proposed language for Glossary §
2 2.78. I cannot respond to proposals that have not been made.

3
4 **Q. PLEASE ADDRESS GNAPS’ PROPOSED CHANGES TO THE DEFINITIONS**
5 **OF “TRAFFIC FACTORS 1” AND TRAFFIC FACTORS 2” (VERIZON**
6 **REDLINE GLOSSARY §§ 2.94 AND 2.95).**

7 A. The language to which GNAPs’ objects in Traffic Factor 1 (Verizon Redline Glossary
8 § 2.94) and Traffic Factor 2 (Verizon Redline Glossary § 2.95) is double underlined
9 below:

10 **2.94 Traffic Factor 1.**

11 For traffic exchanged via Interconnection Trunks, a percentage calculated by
12 dividing the number of minutes of interstate traffic (excluding Measured
13 Internet Traffic) by the total number of minutes of interstate and intrastate
14 traffic. ([Interstate Traffic Total Minutes of Use {excluding Measured Internet
15 Traffic Total Minutes of Use} ÷ {Interstate Traffic Total Minutes of Use +
16 Intrastate Traffic Total Minutes of Use}] x 100). Until the form of a Party’s bills
17 is updated to use the term “Traffic Factor 1,” the term “Traffic Factor 1” may be
18 referred to on the Party’s bills and in billing related communications as “Percent
19 Interstate Usage” or “PIU.”

20 **2.95 Traffic Factor 2.**

21 For traffic exchange via Interconnection Trunks, a percentage calculated by
22 dividing the combined total number of minutes of Reciprocal Compensation
23 Traffic and Measured Internet Traffic by the total number of minutes of ~~other~~
24 intrastate traffic. ([{Reciprocal Compensation Traffic Total Minutes of Use +
25 Measured Internet Traffic Total Minutes of Use} ÷ Intrastate Traffic Total
26 Minutes of Use] x 100). Until the form of a Party’s bills is updated to use the
27 term “Traffic Factor 2,” the term “Traffic Factor 2” may be referred to on the
28 Party’s bills and in billing related communications as “Percent Local Usage” or
29 “PLU.”

30 GNAPs contends these definitions are related to Issue 6 but they have nothing to do with
31 the deployment of two-way trunks. Verizon Redline Glossary §§ 2.94 and 2.95 are

1 billing factors that the parties use to determine what traffic is subject to reciprocal
2 compensation and what traffic is not. Verizon's language, therefore, should be approved.

3
4 **Q. HAVE ANY OTHER STATE COMMISSIONS ADDRESSED GNAPS'**
5 **PROPOSED CHANGES TO §§ 2.94 and 2.95 OF THE VERIZON REDLINE**
6 **GLOSSARY?**

7 A. Yes. For the reasons stated above, the New York Commission rejected various GNAPs
8 changes to the Verizon's proposed agreement as unripe for consideration – including
9 changes to Verizon Redline Glossary §§ 2.94 and 2.95 – because GNAPs did not
10 properly present or explain them.³¹ The California Commission addressed these
11 provisions specifically and found in Verizon's favor:

12 T&C Glossary §§ 2.93 and 2.94: Verizon's proposed language is adopted.
13 GNAPs does not explain the reason for its proposed language, and Verizon
14 terms GNAPs' language vague and unworkable. Verizon indicates that the
15 terms "Traffic Factor 1" and "Traffic Factor 2" are used to separate types of
16 traffic exchanged via interconnection trunks for purposes of rating and
17 billing. It makes sense to include those definitions in the ICA.³²
18

19 **Q. PLEASE ADDRESS GNAPS' PROPOSED CHANGES TO THE "TRUNK**
20 **TYPES" SECTION OF THE INTERCONNECTION ATTACHMENT (VERIZON**
21 **REDLINE INTERCONNECTION ATTACHMENT §§ 2.2.1.1 AND 2.2.1.2).**

22 A. Verizon witness D'Amico addresses Verizon's proposal and GNAPs' proposed
23 changes to these sections.
24

³¹*New York Verizon/GNAPs Arbitration Order* at 4.

³²*California Verizon/GNAPs Arbitration Order* at 81. Verizon Redline Glossary Sections 2.94 and 2.95 were numbered as Glossary Sections 2.93 and 2.94, respectively, in California.

1 **Q. PLEASE ADDRESS GNAPS' PROPOSED CHANGES TO THE RECIPROCAL**
2 **COMPENSATION TRAFFIC INTERCONNECTION POINTS SECTION OF**
3 **THE INTERCONNECTION ATTACHMENT (VERIZON REDLINE**
4 **INTERCONNECTION ATTACHMENT § 7.1).**

5 A. Verizon witness D'Amico addresses Verizon's proposal and GNAPS' proposed
6 changes to these sections.

7
8 **Q. PLEASE ADDRESS GNAPS' PROPOSED CHANGES TO THE ACCESS TOLL**
9 **CONNECTING TRUNK GROUP ARCHITECTURE SECTION OF THE**
10 **INTERCONNECTION ATTACHMENT (VERIZON REDLINE**
11 **INTERCONNECTION ATTACHMENT § 9.2.1).**

12 A. The language to which GNAPS objects is double underlined below. GNAPS' proposed
13 language appears as strikethrough text below:

14 If GNAPS chooses to subtend a Verizon access Tandem, GNAPS's ~~shall~~
15 ~~designate the NPA/NXX to~~ must be served via assigned by GNAPS to
16 subtend the same Verizon access Tandem that Tandema Verizon
17 NPA/NXX serving the same Rate Center Area subtends as identified
18 in the LERG.

19 Although GNAPS proposes these changes in an effort to further its virtual NXX proposal,
20 GNAPS' edits to this section are inappropriate and would result in misrouted and
21 uncompleted terminating long distance (access) calls. Access toll connecting trunks are
22 used to connect GNAPS' customers from its switch through Verizon's tandem to the
23 interexchange carrier ("IXC") who also connects to that tandem. Since some IXC's route
24 terminating access traffic to the LEC tandem based on the rate center assigned to the
25 called number, to ensure completion of terminating access traffic, GNAPS must establish

1 access toll connecting trunks to those tandems which serve rate centers to which GNAPs
2 has assigned NPA-NXX codes.
3

4 **Q. ARE THE CHANGES THAT GNAPS MAKES TO SECTIONS 9.2.2, 9.2.3, AND**
5 **9.2.4 IN ANY WAY RELATED TO ISSUE 4?**

6 A. No. GNAPs' Petition fails to provide any explanation of how sections 9.2.2 - 9.2.4 are
7 associated with Issue 4. In fact, there is absolutely no relationship between the contract
8 language in §§ 9.2.2, 9.2.3 and 9.2.4 and Issue 4. As I previously explained, access toll
9 connecting trunks are used to connect GNAPs' customers from the GNAPs switch(s)
10 through Verizon's tandem to the IXC who also connects to that Verizon tandem. Section
11 9.2.2 specifies that these trunks, which are used solely for exchange access traffic, are
12 ordered pursuant to the applicable access tariff; § 9.2.3 specifies that these trunks are
13 between the GNAPs end office that serves the GNAPs subscriber and a Verizon access
14 tandem; and § 9.2.4 specifies that these trunks are to be used exclusively for exchange
15 access traffic. None of these sections are in any way related to Issue 4, and the changes
16 GNAPs proposes, without any supporting explanation or rationale, should be rejected.
17

18 **Q. HAVE ANY OTHER STATE COMMISSIONS ADDRESSED GNAPS'**
19 **PROPOSED CHANGES TO VERIZON REDLINE INTERCONNECTION**
20 **ATTACHMENT § 9.2.1?**

21 A. Yes. The New York Commission rejected various GNAPs changes to Verizon Redline
22 Interconnection Attachment § 9, including § 9.2.1, noting as follows:

23 According to Verizon, GNAPs' contract additions and removals (§§ 9.2.1,
24 9.2.2, 9.2.3 and 9.2) appear to violate the routing and subtending procedures

1 found in the Local Exchange Routing Guide (LERG). In its view, GNAPs
2 should be required to purchase access trunks through Verizon's access
3 tariff.

4 * * *

5 We adopt Verizon's position. The import of GNAPs' proposal is unclear;
6 GNAPs' changes may indeed cause severe difficulties for other carriers
7 attempting to route calls, and it appears to undermine the LERG guidelines.
8 Verizon's contract language will prevent network problems, including
9 dropped or misdirected calls.³³

10 The California Commission likewise adopted Verizon's proposed language on
11 Interconnection § 9.2.1, stating:

12 Interconnection § 9.2.1: In its comments on the DD, Verizon indicates that
13 Verizon's language is necessary to ensure proper routing -- not rating -- of
14 traffic exchanged between GNAPs and the interexchange carriers
15 interconnected at a Verizon tandem. Verizon's language is adopted.³⁴
16
17

18 **Q. PLEASE ADDRESS GNAPS' PROPOSED CHANGES TO THE NUMBER**
19 **RESOURCES, RATE CENTER AREAS AND ROUTING POINTS SECTION OF**
20 **THE INTERCONNECTION ATTACHMENT (VERIZON REDLINE**
21 **INTERCONNECTION ATTACHMENT § 13.3).**

22 A. The language to which GNAPs objects is double underlined below. GNAPs' proposed
23 language appears as strikethrough text below.

24 Unless otherwise required by Commission order, ~~each Party will comply~~
25 ~~with the Rate Center Areas it has established in its tariffs. .~~ will be the
26 same for each Party. During the term of this Agreement, GNAPs
27 shall adopt the Rate Center Area and Rate Center Points that the
28 Commission has approved for Verizon within the LATA and Tandem
29 serving area. GNAPs shall assign whole NPA-NXX codes to each Rate
30 Center Area unless otherwise ordered by the FCC, the Commission or
31 another governmental entity of appropriate jurisdiction, or the LEC
32 industry adopts alternative methods of utilizing NXXs.

³³New York Verizon/GNAPs Arbitration Order at 17.

³⁴California Verizon/GNAPs Final Decision at Appendix A, page 3.

1 Although GNAPs probably proposes these changes in an effort to further its virtual NXX
2 proposal, GNAPs' edits to this section are contrary to FCC regulations. The Local
3 Number Portability ("LNP") guidelines established by the FCC require that companies
4 limit porting of telephone numbers to the same rate center. Porting is the process that
5 allows a customer to keep a telephone number while changing a local carrier; the LNP
6 guidelines prescribe the relevant (and binding) porting rules. It is essential that all
7 companies have identical rate center boundaries to ensure compliance with the FCC rules
8 that apply to porting of numbers in the areas where LNP has been deployed. GNAPs'
9 changes would eviscerate this regime and should be rejected.

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

11 **A. Yes.**