EXHIBIT J

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	)	D.T.C. 13-6

REBUTTAL TESTIMONY OF

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ON BEHALF OF VERIZON NEW ENGLAND INC.

February 5, 2014

Q. MR. BURT SUGGESTS THAT INTERCONNECTION IS NECESSARY FOR A COMPETITIVE PROVIDER'S CUSTOMERS TO TALK TO A VERIZON CUSTOMER AND THAT THE ABSENCE OF IP INTERCONNECTION THUS HARMS COMPETITIVE PROVIDERS. (BURT AT 5-6, LINES 20-2.) IS IP INTERCONNECTION NECESSARY FOR CALLS TO BE CONNECTED?

A. No. Mr. Burt accuses ILECs of using "scare tactics,"[1] but that is exactly what he is doing here. Interconnection *is* necessary for networks to connect and for calls to and from customers of different carriers to be completed, which is why Verizon has just as much interest today as Sprint or any other carrier in interconnection. But it is not necessary for that interconnection to be in IP format for VoIP calls to be completed. As we pointed out in our direct testimony, companies today successfully exchange VoIP traffic through existing PSTN interconnection arrangements in TDM format, and there is no question that carriers must accept IP-originated traffic through existing TDM interconnection arrangements.[2] Therefore, this dispute is not about whether VoIP calls will be completed (they will) or whether interconnection in IP format to exchange VoIP traffic ("IP VoIP interconnection") will take place. It is simply about whether IP VoIP interconnection is and should be subject to the legacy regulatory regime of Sections 251 and 252 of the Telecommunications Act of 1996. The Department should not be scared by Sprint's tactics into thinking otherwise.

Q. MR. BURT SAYS THAT ILECS WANT IP INTERCONNECTION "ON THEIR OWN TERMS ..." (BURT AT 23, LINES 20-21). IS THERE ANY REASON TO BELIEVE THAT VERIZON AND COMCAST DID NOT NEGOTIATE MUTUALLY ACCEPTABLE TERMS?

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1 Mr. Burt refers here to un-named "parties" who suggest that "regulation of IP interconnection is akin to regulating the Internet," but we made no such argument in our direct testimony.

2 *See Time Warner Cable Request for Declaratory Ruling that Competitive Local Exchange Carriers May Obtain Interconnection Under Section 251 of the Communications Act of 1934, as Amended, to Provide Wholesale Telecommunications Services to VoIP Providers*, Memorandum Opinion and Order, 22 FCC Rcd 3513 (2007).

A. No. Verizon and Comcast are competitors, and both are capable of considering their own interests in freely negotiating an agreement. There is nothing to suggest that Comcast somehow did not ensure its own interests in negotiating the agreements at issue in this proceeding. Five other VoIP providers – Vonage, BroadVox, InterMetro, Bandwidth.com and Millicorp – also have freely negotiated and entered into IP VoIP interconnection agreements with Verizon, and none of them has suggested that the agreements are on Verizon's terms in a manner that disadvantages them in competing with Verizon and others to provide VoIP services to consumers.

Q. MR. BURT SPECULATES THAT ILECS "NATURALLY WANT TO DELAY THE TRANSITION TO IP INTERCONNECTION AS LONG AS POSSIBLE." (BURT AT 23, LINES 19-20). IS THAT CORRECT?

A. Not at all. This claim is belied by the facts of what is happening in the marketplace, and it is a remarkable claim given that the genesis of this proceeding was Verizon's voluntary disclosure of its agreement with Comcast to exchange voice traffic in IP format. As we discuss below, Verizon has been actively pursuing IP VoIP interconnection arrangements with other providers, including all of those involved with this proceeding. But we also need to address the false rationale for Mr. Burt's speculations.

Q. WHAT IS THAT FALSE RATIONALE?

A. Mr. Burt states that "It is indisputable that IP interconnection is more efficient and less costly than TDM interconnection. So, given the fact that the ILECs will collect more from their competitors for TDM interconnection than for IP interconnection they naturally want to delay the conversion to IP interconnection as long as possible." (Burt at

23, lines 16-19). There are several problems with this statement. It assumes facts not in evidence, and the conclusion does not proceed from the foundation.

We agree with some of what Mr. Burt says. IP interconnection is more efficient for the exchange of traffic that is VoIP on both ends. In fact, much of our direct testimony is a description of the efficiency benefits of IP VoIP interconnection. Mr. Burt, however, does not cite evidence to support his claim that "ILECs will collect more from their competitors for TDM interconnection than for IP interconnection." And as we explained in our direct testimony, IP interconnection for VoIP-to-VoIP traffic is more efficient for Verizon as well as for other providers.

Equally wrong is Mr. Burt's speculation that Verizon wants to delay IP VoIP interconnection. To the contrary, Verizon wants to advance and accelerate the transition to IP VoIP interconnection for the reasons discussed in our direct testimony and as demonstrated by our conduct. The thing we wish to avoid, precisely because it would delay the IP transition and eliminate much of the efficiency of IP networks and interconnection, is subjecting IP VoIP interconnection to the legacy legal framework developed for a different time, different market, and different technologies.

Q. MR. BURT SAYS THE ONLY THING DIFFERENTIATING TDM INTERCONNECTION AND IP INTERCONNECTION IS THE TECHNOLOGY. (BURT AT 7, LINES 16-17.) IS THAT CORRECT?

A. No. Mr. Burt's simplistic description of IP VoIP interconnection ignores the vast differences between circuit-switched TDM interconnection and packet-switched IP VoIP interconnection. We explained these differences in detail in our direct testimony. For example, we explained how a circuit-switched network requires a dedicated pathway

covering the distance between the calling party and called party, and that the pathway has to be maintained for the duration of the call. IP networks work in a totally different way, in which a person's voice is converted into many data packets which are routed individually or in groups along multiple, constantly changing pathways. We also explained that IP VoIP interconnections are more efficient and that far fewer of them are needed between two interconnecting carriers than would be necessary on the circuit-switched PSTN. Efficiencies like these are driving Verizon and others to pursue IP interconnections for VoIP traffic without a regulatory mandate to do so.

Q. HAS VERIZON PURSUED IP VOIP INTERCONNECTION AGREEMENTS WITH THE COMPANIES THAT FILED TESTIMONY?

A. Yes. In 2013 we invited each of those providers and many other companies to negotiate commercial IP VoIP interconnection agreements. Two of the providers that filed testimony refused to negotiate with Verizon unless we agreed that the negotiations and any subsequent agreement would be covered by Sections 251(c) and 252 of the 1996 Act. In and of itself, their position demonstrates how even the mere potential for regulation impedes commercial negotiations and the transition to IP-based networks and services.

Q. CAN YOU PROVIDE AN UPDATE ON THE STATUS OF VERIZON'S IP VOIP INTERCONNECTION NEGOTIATIONS IN GENERAL?

A. Yes. In our direct testimony we said that Verizon had completed four IP interconnection agreements for VoIP. We have since completed two more, with Bandwidth.com and Millicorp. And we continue to negotiate with many other providers.

Q. HAVE THESE AGREEMENTS BEEN BASED ON THE TEMPLATES YOU DESCRIBED IN YOUR DIRECT TESTIMONY?