

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

Commonwealth of Massachusetts

D.T.C. Docket No. 13-6

Respondent: Sherri D. Schlabs
Title: Acting Director – Global
Wholesale Services

RECORD Competitive Carriers
REQUEST:

DATED: April 30, 2014

ITEM: CC-VZ RR #1

Produce Exhibits 1 & 2 which are referred to on the signature page, page 13 of 25, of the Settlement Agreement.

Reply:

Exhibits 1 and 2 to the Settlement Agreement which contain **Highly Sensitive Confidential Information** are attached.

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

Commonwealth of Massachusetts

D.T.C. Docket No. 13-6

Respondent: Peter D'Amico
Title: Product Manager – Global
Wholesale Services

RECORD Competitive Carriers
REQUEST:

DATED: April 30, 2014

ITEM: CC-VZ RR #2

Was Comcast IP Phone paying intercarrier compensation to the Verizon parties registered with the State of Massachusetts prior to signing the Settlement Agreement?

Reply:

No.

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

Commonwealth of Massachusetts

D.T.C. Docket No. 13-6

Respondent: Sherri D. Schlabs
Title: Acting Director – Global
Wholesale Services

RECORD Competitive Carriers
REQUEST:

DATED: April 30, 2014

ITEM: CC-VZ RR #3

Which of the Verizon parties to the Settlement Agreement (with Comcast) are exchanging VoIP traffic with which Comcast entities that are also parties to the Settlement Agreement?

Reply:

For purposes of clarity, Verizon MA states that it understands the phrase “VoIP traffic” as used in this request to mean voice traffic that originates at the calling party’s premises in IP format or terminates at the called party’s premises in IP format, or both, without regard to the format in which the traffic is exchanged between providers. Reviewing every possible pairing of

*****Begin Highly Sensitive Confidential*****

[REDACTED]

*****End Highly**

Sensitive Confidential***

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

Commonwealth of Massachusetts

D.T.C. Docket No. 13-6

Respondent: Sherri D. Schlabs
Title: Acting Director – Global
Wholesale Services

RECORD Sprint
REQUEST:

DATED: April 30, 2014

ITEM: Sprint-VZ RR # 1

What is the termination date of the Settlement Agreement, if there is one?

Reply:

*****Begin Highly Sensitive Confidential***** [REDACTED]
[REDACTED] *****End Highly Sensitive Confidential***.**

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

Commonwealth of Massachusetts

D.T.C. Docket No. 13-6

Respondent: Sherri D. Schlabs
Title: Acting Director – Global
Wholesale Services

RECORD Sprint
REQUEST:

DATED: April 30, 2014

ITEM: Sprint-VZ RR # 2

Are there other contracts that have been negotiated under (ii), Subsequent Phases, described on page 7 of the Settlement Agreement.

Reply:

No.

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

Commonwealth of Massachusetts

D.T.C. Docket No. 13-6

Respondent: Sherri D. Schlabs/Gene Spinelli
Title: Acting Director – Global
Wholesale Services/ Manager –
Corporate Technology

RECORD Sprint
REQUEST:

DATED: April 30, 2014

ITEM: Sprint-VZ RR # 3

Fill in the chart labelled “Voice Traffic Treatment Scenarios”.

Reply:

Objection: Verizon MA understands columns 1 and 3 of the Voice Traffic Treatment Scenarios chart as asking whether Verizon MA exchanges traffic with (on page 1) Comcast or (on page 2) any CLEC in the scenarios described in each line. Verizon MA understands columns 2 and 4 of the chart as asking for Verizon’s position on whether sections 251 and 252 of the Act would apply to a contract governing the terms and conditions on which traffic is exchanged in each of the scenarios described. Verizon MA objects to this request on the grounds that columns 2 and 4 call for legal conclusions, and on the grounds that all lines other than line 1 on page 1 seek information and Verizon MA’s legal position on scenarios that are not before the Department in this proceeding and are therefore not relevant to the subject of this proceeding. Verizon MA further objects to the column labelled “Non-Local Traffic” on the grounds that it is overly vague, in that it does not specify the type of non-local traffic at issue. Verizon MA understands this column to refer to interstate, interLATA traffic, *i.e.* long distance traffic.

Subject to these objections, Verizon MA has completed the two charts, which are attached.

Voice Traffic Treatment Scenarios

Connecting Carrier (Comcast)	Verizon MA	Local Traffic (Y/N)	251/252 (Y/N)	Non- Local Traffic (Y/N)	251/252 (Y/N)
1. VoIP----- No Conversion	IP Interconnection----- No Conversion	Y	N	Y*	N
2. VoIP----- Conversion	TDM Interconnection----- Conversion	N	NA	N	NA
3. VoIP----- No Conversion	IP Interconnection----- Conversion	N	NA	Y*	N
4. VoIP----- Conversion	TDM Interconnection----- No Conversion	Y	Y	N	NA

*This traffic comes to Verizon Long Distance not to Verizon MA; if necessary, Verizon Long Distance converts the traffic to the appropriate format for delivery to Verizon MA.

Voice Traffic Treatment Scenarios

Connecting Carrier	Verizon MA	Local Traffic (Y/N)	251/252 (Y/N)	Non-Local Traffic (Y/N)	251/252 (Y/N)
1. TDM-----IP Interconnection-----VoIP Conversion-----No Conversion		Unknown	N/A	Y*	N
2. TDM-----TDM Interconnection-----VoIP No Conversion-----Conversion		Y	Y	Y*	N
3. TDM-----IP Interconnection-----TDM Conversion-----Conversion		N	NA	Y*	N
4. TDM-----TDM Interconnection-----TDM No Conversion-----No Conversion		Y	Y	Y*	N

*This traffic comes to Verizon Long Distance not to Verizon MA; if necessary, Verizon Long Distance converts the traffic to the appropriate format for delivery to Verizon MA.

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

Commonwealth of Massachusetts

D.T.C. Docket No. 13-6

Respondent: Sherri D. Schlabs
Title: Acting Director – Global
Wholesale Services

RECORD Department of Telecommunications and Cable
REQUEST:

DATED: April 30, 2014

ITEM: DTC-VZ RR # 1

Referring to the 8 VoIP to VoIP contracts mentioned in Verizon's testimony, which of these providers also have section 251/252 agreements on file with the Department?

.

Reply:

Of the providers that are parties to any of the 8 VoIP to VoIP agreements referenced in Verizon's testimony, the following have section 251/252 agreements on file with the Department:

365 Wireless, LLC
Broadvox, LLC
Bandwidth.com, Inc.

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

Commonwealth of Massachusetts

D.T.C. Docket No. 13-6

Respondent: Sherri D. Schlabs
Title: Acting Director – Global
Wholesale Services

RECORD Department of Telecommunications and Cable
REQUEST:

DATED: April 30, 2014

ITEM: DTC-VZ RR # 2

What, if any, contract covers a Vonage IP call to a Verizon PSTN end user?

Reply:

Some such traffic could be delivered to Verizon by another carrier providing wholesale services to Vonage. Such traffic would not be governed by any contract between Vonage and Verizon, but would be subject to a contract between Verizon and the other carrier and, presumably, a contract between that carrier and Vonage. Also, some such traffic could be delivered to Verizon

*****Begin Confidential*****

*****End Confidential*****

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

Commonwealth of Massachusetts

D.T.C. Docket No. 13-6

Respondent: Sherri D. Schlabs
Title: Acting Director – Global
Wholesale Services

RECORD Department of Telecommunications and Cable
REQUEST:

DATED: April 30, 2014

ITEM: DTC-VZ RR # 3

Related to the Comcast schedules filed on CD with the Department:

- a.) Are these originating or terminating rates?
- b.) Do the rates apply to both VoIP to VoIP and VoIP to PSTN traffic?
- c.) Explain what OCN/LATA rates mean?
- d.) Related to the OCNs, why do third- party OCNs (meaning OCNs other than Comcast's) appear in an agreement between Comcast and Verizon?

Reply:

*****Begin Highly Sensitive Confidential*****

d)

*****End Highly Sensitive Confidential *****

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

Commonwealth of Massachusetts

D.T.C. Docket No. 13-6

Respondent: Sherri D. Schlabs
Title: Acting Director – Global
Wholesale Services

RECORD Department of Telecommunications and Cable
REQUEST:

DATED: April 30, 2014

ITEM: DTC-VZ RR # 4

Has Comcast IP has been a party to the Verizon MA/Comcast Interconnection Agreement?

Reply:

No. Comcast IP is not, and has never been, a party to the Verizon MA/Comcast Phone of Massachusetts Interconnection Agreement.