

193

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the :
 Petition of Communication :
 Options, Inc., for Arbitration :
 of Interconnection Rates, :
 Terms, and Conditions and : Case No. 08-45-TP-ARB
 Related Arrangements with :
 United Telephone Company of :
 Ohio d/b/a Embarq Pursuant to :
 Section 252(b) of The :
 Telecommunications Act of 1996. :

PROCEEDINGS

Before James M. Lynn and Jay S. Agranoff, Hearing
 Examiners, and Panel Members, Ms. Robbin R. Russell,
 Ms. Michelle A. Green, at the Public Utilities
 Commission of Ohio, 180 East Broad Street, Room 11-G,
 Columbus, Ohio, called at 9:05 a.m. on Wednesday,
 October 29, 2008.

VOLUME II

ARMSTRONG & OKEY, INC.
 185 South Fifth Street, Suite 101
 Columbus, Ohio 43215-5201
 (614) 224-9481 - (800) 223-9481
 Fax - (614) 224-5724

194

1 APPEARANCES:
 2 Bricker & Eckler, LLP
 By Sally W. Bloomfield, Esq.
 3 Matthew W. Warnock, Esq.
 4 100 South Third Street
 Columbus, Ohio 43215-4291
 5 On behalf of Communication Options, Inc.
 6 Embarq Corporation
 By Joseph R. Stewart, Esq.
 7 50 West Broad Street, Suite 3600
 Columbus, Ohio 43215

On behalf of Embarq Corporation.

RECEIVED BOOKING

2008 DEC -5 PM 4:10

PUCO

195

INDEX

WITNESSES	PAGE
EDWARD C. HART	
Direct Examination by Mr. Stewart	198
Cross-Examination by Ms. Bloomfield	199
Redirect Examination by Mr. Stewart	257
Recross-Examination by Ms. Bloomfield	263
Examination by Ms. Russell	269
Examination by Examiner Agranoff	270
Examination by Examiner Lynn	277
Recross-Examination by Ms. Bloomfield	284
Redirect Examination by Mr. Stewart	291
Reexamination by Examiner Agranoff	295
Reexamination by Examiner Lynn	295
CHRISTY V. LONDERHOLM (Mr. Maples' Testimony)	
Direct Examination by Mr. Stewart	297
Cross-Examination by Ms. Bloomfield	299
Redirect Examination by Mr. Stewart	330
Examination by Ms. Russell	332
Examination by Ms. Green	332
Examination by Mr. Agranoff	333
Redirect Examination by Mr. Stewart	337
Recross-Examination by Ms. Bloomfield	338
CHRISTY V. LONDERHOLM (Confidential Portion)	
Redirect Examination by Mr. Stewart	340
Recross-Examination by Ms. Bloomfield	344
Reexamination by Ms. Green	403
EMBARQ EXHIBITS	ID'D REC'D
1 - Direct Testimony of Edward "Ted" C. Hart	198 297
2 - Direct Testimony of James M. Maples	298 339
3 - Confidential Direct Testimony of Christy V. Londerholm	340 413
3A - Direct Testimony of Christy V. Londerholm	340 413

COI EXHIBITS	ID'D	REC'D
4 - e-mail from Ms. Zeigler, 6/4/08	305	339
5 - LCM Master Price List (Confidential)	348	417
6 - ARMIS Operating Data Report	360	-
7 - Loop Module Methodology	374	417
8 - Loop Module Inputs	378	417
9 - OH Actual Fill - Copper Feeder (Confidential)	380	417
10 - PUCO case cites (Late Filed)	420	-

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.

Technician TTY Date Processed 12/8/2008

<p style="text-align: right;">197</p> <p>1 Wednesday Morning Session, 2 October 29, 2008. 3 --- 4 EXAMINER LYNN: We'll go back on the 5 record, please. Hi everyone. 6 MR. STEWART: Good morning. 7 EXAMINER LYNN: Mr. Agranoff reminded me 8 that late yesterday when I had asked for a motion to 9 have Exhibits 2, 2A, 3, and 3A admitted into evidence, 10 that motion was made, Mr. Stewart did not object, and I 11 formally did not say that those are admitted into 12 evidence. We got off to another issue before we 13 wrapped it up for the day, so those will be admitted 14 into evidence 2, 2A, 3, 3A, COI Exhibits. 15 (EXHIBITS ADMITTED INTO EVIDENCE.) 16 EXAMINER LYNN: Having said that, Mr. 17 Stewart, I believe your first witness will be Mr. 18 Hart. 19 MR. STEWART: Right. 20 EXAMINER LYNN: Is there anything else to 21 take care of before you have Mr. Hart take the stand? 22 MR. STEWART: I don't think so. 23 EXAMINER LYNN: Okay. Great. Mr. Hart, 24 raise your right hand, sir. 25</p>	<p style="text-align: right;">199</p> <p>1 A. Yes, they would. 2 MR. STEWART: I move the admission of 3 Embarq Exhibit 1 and make Mr. Hart available for 4 cross-examination. 5 EXAMINER LYNN: Thank you. 6 Miss Bloomfield. 7 CROSS-EXAMINATION 8 By Ms. Bloomfield: 9 Q. Good morning, Mr. Hart. How are you? 10 A. Good morning, Miss Bloomfield. 11 Q. I'm going to try to keep this fairly -- 12 I'm going to skip over the first five pages of your 13 testimony and direct your attention to Page 5 where you 14 have your discussion about Issue 2 and ask you whether 15 you're aware of the fact that in the current ICA 16 between Embarq and COI there is a provision that has 60 17 days after the bill is due before service areas -- 18 sorry, new service applications are suspended and 90 19 days before service is terminated; isn't that correct? 20 A. You said after the bill is due. I think 21 it's 60 days after an invoice date. 22 Q. Sorry. You're right. Just for 23 clarification, because I'm going to be -- throughout 24 this we'll be talking about an invoice date and a bill 25 date, and for my purposes, they are the same, and the</p>
<p style="text-align: right;">198</p> <p>1 EDWARD C. HART, 2 being by Examiner Lynn first duly sworn, as hereinafter 3 certified, testifies and says as follows: 4 EXAMINER LYNN: Thank you. Please take a 5 seat. 6 (EXHIBIT HEREBY MARKED FOR IDENTIFICATION 7 PURPOSES.) 8 DIRECT EXAMINATION 9 By Mr. Stewart: 10 Q. Mr. Hart, I'm going to give you what's 11 been marked by the reporter as Embarq Exhibit 1. Can 12 you identify that? 13 A. That is testimony that I've written and 14 prefiled on behalf of -- in this docket on behalf of 15 Embarq. 16 Q. And that's captioned Direct Testimony of 17 Edward "Ted" C. Hart on behalf of United Telephone 18 Company of Ohio d/b/a Embarq? 19 A. That is correct. 20 Q. Do you have any changes or corrections to 21 make to Embarq Exhibit 1? 22 A. None. 23 Q. If I were to ask you today the same 24 questions that appear in Embarq Exhibit 1, would your 25 answers be the same as they appear in Embarq Exhibit 1?</p>	<p style="text-align: right;">200</p> <p>1 reason I'm using bill date is because that's the way 2 the new -- the proposed ICA refers to the invoice date, 3 and the bill date is the date that is stamped on the 4 bill that gets issued to the customer; is that correct? 5 A. A bill date and invoice date for these 6 purposes are the same. I'm thinking they are 7 functionally equivalent for these purposes. 8 MR. STEWART: Excuse me. Can everybody 9 hear Mr. Hart? 10 THE WITNESS: I can crank it up, if we 11 need to. 12 By Ms. Bloomfield: 13 Q. You did answer my first question with a 14 yes; is that correct? 15 A. It was 60 days after the invoice date as 16 opposed to I think you said after the due date; so, 17 yes, I'm aware that it is 60 days after the invoice 18 date in the current, now expired -- current 19 operational, now expired interconnection agreement. 20 Q. And it's 90 days before the company would 21 terminate, 90 days from the invoice date before the 22 company would terminate services if payment isn't 23 received; is that correct? 24 A. That's correct. 25 Q. Would you agree, then, that until this new</p>

<p style="text-align: right;">201</p> <p>1 proposed ICA, Embarq believed that the 60- and 90-day 2 intervals we've been talking about were appropriate; is 3 that correct?</p> <p>4 A. Those were the terms we were operating 5 under, so, yes, we deemed them appropriate.</p> <p>6 Q. And in order to follow the sequence of how 7 the suspension and termination proposals work together, 8 I need to ask you some questions to confirm Embarq's 9 billing process, so I want to go through that first. 10 Embarq puts a bill date or an invoice date on the bills 11 before it issues the bills; isn't that correct?</p> <p>12 A. That's correct.</p> <p>13 Q. And then according to the proposed ICA, 14 the due date is measured from the bill or the invoice 15 date; isn't that correct?</p> <p>16 A. The due date is measured from the invoice 17 date, that's correct.</p> <p>18 Q. And isn't it true that in the proposed 19 ICA, the due date is 30 days from the invoice or bill 20 date?</p> <p>21 A. In the proposed ICA, the due date is 30 22 days from the bill date.</p> <p>23 (Discussion off the record.)</p> <p>24 THE WITNESS: In the proposed ICA, the due 25 date is 30 days from the invoice date or bill date.</p>	<p style="text-align: right;">203</p> <p>1 are, if you want to say, two payment periods that we 2 agreed to after the mediation? The first payment 3 period was -- normally it would be 30 days. That's 4 what the proposed ICA says. Then there's an exception; 5 correct?</p> <p>6 A. Well, there were a couple -- and I don't 7 know -- are we free to go into the mediation here?</p> <p>8 Q. I'm just going into the results, where we 9 stand today.</p> <p>10 A. Right. As a result of those, there were a 11 couple of section modifications that essentially gave 12 you about 35 days, functionally speaking, is my 13 recollection.</p> <p>14 Q. Well, if you would look at -- would you 15 accept, subject to check, so we don't have to be 16 throwing around documents, that the proposed ICA before 17 us right now has a proposal that if the bill is 18 rendered to a customer, to COI in this case, through 19 the electronic process, that it -- that COI would have 20 25 days, 25, not 35, but 25 days from the time that the 21 electronic file is actually delivered to COI; isn't 22 that --</p> <p>23 A. That's my recollection of it, yes.</p> <p>24 Q. Okay. And maybe this is a lot to do about 25 nothing. I just wanted to get the record straight, but</p>
<p style="text-align: right;">202</p> <p>1 By Ms. Bloomfield:</p> <p>2 Q. Isn't it true that originally, before the 3 mediation, one of the issues that was in contention was 4 the amount of time to pay the bills, the 30 days? That 5 was in contention; isn't that correct?</p> <p>6 A. Define what time period you're talking 7 about there, please.</p> <p>8 Q. Thirty days from the --</p> <p>9 A. No. You said at some point in the past, 10 prior to this -- are you talking about during the 11 negotiations?</p> <p>12 Q. Yes, yes. Originally that -- the 30-day 13 period was in contention, was it not, and then we had a 14 mediation?</p> <p>15 A. So you mean in the context of the current 16 negotiation was the 30 days at issue?</p> <p>17 Q. At one time it was at issue, was it not?</p> <p>18 A. Yes, I believe that's correct.</p> <p>19 Q. Then after mediation isn't it true that 20 COI agreed to the 30-day payment period, which is what 21 Embarq had originally proposed?</p> <p>22 A. COI agreed to, I believe, a modified as 23 a -- if we're talking about as a result of that 24 mediation?</p> <p>25 Q. Yes. Isn't it the case that there really</p>	<p style="text-align: right;">204</p> <p>1 if it were mailed, if the invoice were mailed, then the 2 30 days applies, correct, from the due date?</p> <p>3 A. That's my recollection, also, yes.</p> <p>4 MR. STEWART: Excuse me. I think you said 5 from the due date. It's from the invoice date.</p> <p>6 By Ms. Bloomfield:</p> <p>7 Q. From the invoice date. I apologize. 8 That's correct?</p> <p>9 A. From the invoice date.</p> <p>10 Q. Right. Okay. Would you accept, just for 11 purposes of this question, that it currently takes COI 12 personnel an average of 126 hours to review the Embarq 13 bills?</p> <p>14 A. I would accept that premise, yes.</p> <p>15 Q. And the 126 hours is approximately three 16 man-hour weeks; is that not correct?</p> <p>17 A. That's correct, a little bit over.</p> <p>18 Q. And you had stated in your testimony that 19 the internal benchmark used by Embarq's billing groups 20 is that the bills will be mailed from Embarq within 21 seven days of the invoice or bill date; isn't that 22 correct?</p> <p>23 A. Yes. That is the provision in our tariff.</p> <p>24 Q. Thus, if the billing date -- thus, the 25 billing date could say, could state the first day of</p>

205

1 the month, but the procedure internal to the company is
2 that the bills do not even leave Embarq's building for
3 up to seven days; isn't that correct?

4 A. That is -- according to our tariff and how
5 we -- how our internal benchmarks are set, yes. So
6 using your example of the 1st being the invoice date,
7 the 8th would be the date that it would be required to
8 be mailed.

9 Q. Right, but I think your testimony --
10 didn't your testimony say that it takes up to the seven
11 days to actually get it out the door?

12 A. Actually, my testimony states that in most
13 cases COI has it in hand --

14 Q. Pardon me?

15 A. COI has the bill in hand, has the
16 electronic version, the CD version of the bill in hand
17 an average of 7.6 days, so they're receiving it.
18 That's not withstanding -- that's mailing time and
19 everything included at that point. They have the bill
20 in hand an average of 7.6 days and most months seven
21 days or less.

22 Q. But your testimony on Page 6 says that
23 your internal benchmark used by the billing groups is
24 to make this mailing within seven days of the invoice
25 date; isn't that correct?

206

1 A. That's correct.

2 Q. And isn't it also your testimony that
3 Embarq treats the CD in the same way that it treats
4 mailing, that is, within the seven days?

5 A. With respect to -- it's -- it's agnostic,
6 that seven days is agnostic with respect to billing
7 media, CD, or paper. They're both -- the benchmark is
8 set at seven days.

9 Q. And it is also possible, is it not, for a
10 customer to receive a hard copy?

11 A. It is.

12 Q. And then your testimony also references
13 the fact that a customer may receive bills via the File
14 Transport Protocol; isn't that true?

15 A. That's one of the methods of receiving the
16 bill, that's correct.

17 Q. Or it can receive it via CD; correct?

18 A. Via CD or --

19 Q. Or have a --

20 (Discussion off the record.)

21 THE WITNESS: A customer can receive it
22 via CD. A customer can receive it via paper format. A
23 customer can receive it via FTP. File Transport
24 Protocol is what FTP stands for.

25

207

1 By Ms. Bloomfield:

2 Q. And when the customer -- when a customer
3 receives a bill via the File Transport Protocol, your
4 testimony indicated that it would receive that bill in
5 an industry standard format; correct?

6 A. That's correct.

7 Q. And that history standard format is the
8 BOS-45 format that we discussed yesterday; isn't that
9 correct?

10 A. Well, you were talking a little bit about
11 the BOS standards yesterday. BOS is a Billing Output
12 Specification, B-O-S. The Billing Output Specification
13 standards, that number after it, you folks were
14 discussing 45 yesterday. I think we're currently on 47
15 BOS-47, and I think next week we're rolling out BOS-48,
16 so that the -- the numeric, the number after there is
17 just -- it's essentially a generation, my understanding
18 is a generation or -- like Windows.0 or BOS-47. It is
19 a -- when significant enough changes are made to the
20 standard, they roll out a new -- they increment the
21 number by one.

22 Q. You were in the room, were you not,
23 yesterday when we had that discussion about the BOS-45
24 and the fact that COI had engaged a programmer so that
25 it could read the BOS-45 format; correct?

208

1 A. I was.

2 Q. Okay. And did you understand that the
3 discussions -- discussions had ensued between COI and
4 Embarq so that COI knew what software to tell its
5 programmer to program for; correct?

6 A. I was in the room, yes.

7 Q. If it was the case that COI had been told
8 that it was going to be a BOS-45 format then and it
9 engaged its programmer and now in another week it's
10 going to be another, like, BOS-47 or 48, does that mean
11 that COI is going to have to have the programmer adjust
12 the software so that it can read the BOS-48 rather than
13 the BOS-45?

14 MR. STEWART: Objection. I don't think
15 there's sufficient foundation to show that Mr. Hart is
16 familiar enough with any differences between BOS-45 and
17 BOS-47 and what a programmer may or may not have to do
18 in order to accommodate those changes.

19 MS. BLOOMFIELD: Your Honor, I asked the
20 witness about BOS-45. He's the one that told us about
21 the new generations. I think it's a fair question. If
22 he doesn't know, he can say he doesn't know, but I
23 think it's a fair question for me to follow-up.

24 (Discussion off the record.)

25 EXAMINER LYNN: I'll overrule the

<p style="text-align: right;">209</p> <p>1 objection. Please go ahead and answer, to the best of 2 your ability.</p> <p>3 THE WITNESS: To the best of my knowledge, 4 I don't think there would be substantive differences 5 between BOS-45 and BOS-47 or BOS-48. I don't think -- 6 I don't think COI would have the ability to engage 7 someone to write to BOS-48 standards yet, given that 8 BOS-48 is out next week. However, I don't think -- I 9 think if they wrote to BOS-45, 46, 47, it would be 10 substantially the same. They would be looking at 11 substantially the same data.</p> <p>12 By Ms. Bloomfield:</p> <p>13 Q. But it sounds as if -- assuming you're 14 correct, and I have no reason to believe you're not, 15 when you use the word substantial, there may still need 16 to be some adjustments that the programmer might have 17 to make to accommodate a later version of BOS; right?</p> <p>18 MR. STEWART: Objection. Calls for 19 speculation.</p> <p>20 MS. BLOOMFIELD: No, Your Honor, it 21 doesn't. He said substantial. I'm just investigating 22 whether there may be some changes.</p> <p>23 EXAMINER LYNN: I would say let Mr. Hart 24 answer to the best of his ability there. If you don't 25 know, you don't know.</p>	<p style="text-align: right;">211</p> <p>1 would have been substantially current in engaging that 2 BOS-47 standard at that point.</p> <p>3 Q. And do you know whether there were 4 discussions between COI and Embarq in which COI would 5 have queried Embarq as to what the format was so that 6 it could make arrangements with its programmer?</p> <p>7 A. Although I wasn't part of those 8 discussions, I believe there may have been, yes.</p> <p>9 Q. So Embarq would have or should have told 10 COI what BOS version to get a software program for; 11 isn't that correct?</p> <p>12 A. I don't know if -- I don't know what 13 Embarq told COI to engage their programmer to program 14 to.</p> <p>15 Q. Your testimony indicated that even if COI, 16 or any customer for that matter, had the -- was able to 17 use the File Transport Protocol with whatever version 18 of BOS was going to be sent through it, that they could 19 not expect to get access to that program, that 20 electronic program -- I'm just going to -- if I may 21 refer to it just as the BOS program, we won't worry 22 about the numbers -- until four days after the bill 23 date on the invoice; isn't that correct?</p> <p>24 MR. STEWART: Excuse me. Are you asking 25 did he testify to that effect?</p>
<p style="text-align: right;">210</p> <p>1 THE WITNESS: Will you repeat the 2 question, please?</p> <p>3 By Ms. Bloomfield:</p> <p>4 Q. Yes. You had indicated that you didn't 5 believe that there would be substantial adjustments 6 that would be needed for a BOS-48 program if you had 7 software that would accommodate a BOS-45 program; 8 correct?</p> <p>9 A. That's correct.</p> <p>10 Q. Okay. So when you said substantial, I am 11 assuming that you are agreeing that there may be some 12 adjustments, tinkering or whatever that would have to 13 be made to the software program to accommodate a BOS-48 14 if one had a BOS-45 software program?</p> <p>15 A. I think that it's reasonable to expect 16 that every iteration of the BOS standards would have a 17 slight change from the previous version, but -- a 18 slight to substantial change. I don't know -- I don't 19 know the width of that goal of one version to the 20 next. However, putting these things in context, BOS-47 21 was the -- was the standard we were looking at in the 22 April time frame, in the March, April time frame when 23 we discussed the electronic billing format; so had you 24 engaged to the BOS-47 standards at that time, I think 25 you would have been substantially up to date. You</p>	<p style="text-align: right;">212</p> <p>1 MS. BLOOMFIELD: Yes, he did.</p> <p>2 MR. STEWART: Can you provide a 3 reference?</p> <p>4 MS. BLOOMFIELD: Yes, I will.</p> <p>5 By Ms. Bloomfield:</p> <p>6 Q. If you will look at Page 7, Line 14.</p> <p>7 A. I've got Line 15 on mine. I don't know if 8 it's paginated slightly different or not. I'll read 9 you what I have here, "This method results in the 10 delivery of industry standard data to the customer 11 within four days after the invoice date."</p> <p>12 Q. Correct. That's your testimony; correct?</p> <p>13 A. That is.</p> <p>14 Q. And we had a discussion about File 15 Transport Protocol on BOS yesterday, and do you agree 16 that the File Transfer Protocol refers to the IP 17 connection between a server at Embarq and a server at 18 COI?</p> <p>19 A. Yes. File Transport Protocol is an 20 Internet standard that is used for the delivery of 21 data, the transfer of data back and forth. It's not 22 just used -- in this context it's used across the 23 Internet for the transport of data.</p> <p>24 Q. And the BOS programs we were talking about 25 would go through the File Transport Protocol; correct?</p>

<p style="text-align: right;">213</p> <p>1 A. Yes. The BOS is more the format.</p> <p>2 Q. I'll call it the BOS bill.</p> <p>3 A. Well, BOS stands for -- again, back to one</p> <p>4 of the touch points here, BOS stands for Billing Output</p> <p>5 Specification; so it's really talking about how a bill</p> <p>6 is laid out, how a bill is presented.</p> <p>7 Q. Would you have a suggestion for how we</p> <p>8 refer to the invoice that is received -- that Embarq</p> <p>9 provides in that BOS format? And I'll be happy to use</p> <p>10 that term.</p> <p>11 A. An electronic invoice would be fine.</p> <p>12 Q. Electronic invoice?</p> <p>13 A. Yes.</p> <p>14 Q. So going forward, for purposes of the</p> <p>15 transcript, we'll talk about the electronic invoice,</p> <p>16 which means that it's going to be provided on that BOS</p> <p>17 standard, BOS format that you just discussed. Would</p> <p>18 that be agreeable with you?</p> <p>19 A. That's fine.</p> <p>20 Q. Isn't it true that currently Embarq uses</p> <p>21 the File Transport Protocol only for those electronic</p> <p>22 bills that we were just talking about? In other words,</p> <p>23 it does not use another media or another -- it does not</p> <p>24 provide other media through the File Transfer Protocol?</p> <p>25 A. I don't know that to be the case.</p>	<p style="text-align: right;">215</p> <p>1 I think you said hundreds of ways that the File</p> <p>2 Transport Protocol could be used by Embarq, what did</p> <p>3 you have in mind?</p> <p>4 A. Any exchange of a file between Embarq and</p> <p>5 another -- an Embarq server and another server or an</p> <p>6 Embarq user and another server out on the Internet</p> <p>7 anywhere that requires the use of the FTP protocol.</p> <p>8 Q. So that could include a Word document?</p> <p>9 A. My understanding is yes.</p> <p>10 Q. It could include an Excel spreadsheet?</p> <p>11 A. Absolutely.</p> <p>12 Q. And it could include a PDF, just the</p> <p>13 three?</p> <p>14 A. Yes. Not necessarily limited to those</p> <p>15 three, but certainly those three and likely more.</p> <p>16 Q. Are you aware whether COI ever requested</p> <p>17 that its bills be placed in PDF format and sent to it</p> <p>18 through the File Transport Protocol?</p> <p>19 A. I'm not aware that they've requested it --</p> <p>20 well, I take that back. I -- we may have discussed</p> <p>21 that in the mediation.</p> <p>22 Q. And is it possible for a customer to</p> <p>23 receive a PDF of the bill through the FTP from Embarq?</p> <p>24 A. My understanding is that it's not one of</p> <p>25 our standard format. In fact, my understanding is that</p>
<p style="text-align: right;">214</p> <p>1 Q. Are you aware --</p> <p>2 A. Let me -- if you'd like, I can explain</p> <p>3 there.</p> <p>4 Q. Please.</p> <p>5 A. As I've said, the FTP, or File Transport</p> <p>6 Protocol, is an Internet protocol. Embarq doesn't own</p> <p>7 the rights to it or doesn't have some sort of</p> <p>8 proprietary interest in it. It uses the FTP protocol</p> <p>9 in that environment and probably in dozens, if not</p> <p>10 hundreds or maybe thousands of other file transport</p> <p>11 applications every day, and the fact that the -- that</p> <p>12 our invoices are electronic invoices utilize that</p> <p>13 protocol does not necessarily preclude other transfers</p> <p>14 of data that Embarq needs to do on a daily basis,</p> <p>15 regular basis from using that same protocol.</p> <p>16 Q. So from your answer I am gleaning that</p> <p>17 Embarq could put PDF files through the File Transfer</p> <p>18 Protocol; is that correct?</p> <p>19 A. I believe it could, yes.</p> <p>20 Q. And do you know if that is the case, that</p> <p>21 they are doing that in some instances?</p> <p>22 A. I don't know that to be the case in</p> <p>23 specific instances, but that would not surprise me if</p> <p>24 they are, if we are.</p> <p>25 Q. When you were talking about the numerous,</p>	<p style="text-align: right;">216</p> <p>1 COI has -- my understanding is that COI is receiving</p> <p>2 one or more of their bills in the PDF format, although</p> <p>3 I don't believe that that is our standard format.</p> <p>4 Q. I'll drop that for the moment. You were</p> <p>5 in the room yesterday, I think we established, when</p> <p>6 there was testimony by Mr. Vogelmeier concerning the</p> <p>7 PDF transfer and the software, correct, needed to</p> <p>8 accept the electronic version?</p> <p>9 A. Yes. I was in the room yesterday for all</p> <p>10 of Mr. Vogelmeier's testimony.</p> <p>11 Q. And he testified that it was -- it was</p> <p>12 necessary for a customer to have certain software in</p> <p>13 order to, I'm going to say, decipher the electronic</p> <p>14 transmission; isn't that correct?</p> <p>15 A. Yes, I believe he testified to that.</p> <p>16 (Discussion off the record.)</p> <p>17 By Ms. Bloomfield:</p> <p>18 Q. Isn't it true that when you read your -- a</p> <p>19 reader of your testimony, in talking about the -- when</p> <p>20 you give the different dates by which Embarq can</p> <p>21 deliver bills to customers varying from seven days, if</p> <p>22 you have a CD that's being sent to you or a paper bill</p> <p>23 sent to you, or four days if you use the File Transfer</p> <p>24 Protocol, that -- and this -- and it is -- it's an</p> <p>25 internal process of Embarq that it places the invoice</p>

<p style="text-align: right;">217</p> <p>1 date or the bill date on the bills at whatever point it 2 deems appropriate; is that correct? Let me start over 3 again. In all cases, according to your testimony, the 4 invoice date or the bill date is always sometime prior 5 to the time that a customer receives its bill? 6 A. Yes. My understanding is that the receipt 7 of the invoice would not take place before -- at a date 8 prior to the date shown on the invoice, if that's 9 responsive. 10 Q. Right. And is it not the case that Embarq 11 doesn't send out the invoices in any form for some 12 period of time after the invoice date? 13 A. At a minimum of three days, I would think, 14 given that they're available the night of the third day 15 after the invoice date, as I've testified, yes. Yes, 16 so -- I would say that there's not a likelihood that 17 you would ever receive an invoice prior to the invoice 18 date. 19 Q. So isn't it the case that basically -- the 20 position of Embarq is, basically, that even though the 21 contract says you'll have 30 days to pay, you know from 22 the get-go that a customer will never have the 30 days 23 to pay because it's always sometime after the 30-day 24 period starts to run that you push the invoice out of 25 Embarq to the customer?</p>	<p style="text-align: right;">219</p> <p>1 A. When you construct your questions, you are 2 constructing them all in an is not format. I'm going 3 to tell you that it is true that -- you're asking me is 4 it not true. It is true that that -- that invoices are 5 due 30 days from the bill date. You're asking is it 6 not true, and I'm saying it is true. It is true that 7 they're due 30 days from the bill date. 8 Q. Right, but that wasn't my question. 9 A. Will you repeat your question? Because 10 I'm getting tripped up on is it not or is it. 11 Q. All right. 12 A. I don't know how to answer a question 13 phrased is it not true. 14 Q. All right. I'll put that at the end. 15 EXAMINER AGRANOFF: Let's try it this way, 16 the customer has, in actuality, less than 30 days from 17 the date that they receive the bill to make payment? 18 THE WITNESS: The customer does have, in 19 most instances, less than 30 days, in nearly all 20 instances, that I would be aware of, less than 30 days 21 from the receipt of bill date to pay the bill. 22 By Ms. Bloomfield: 23 Q. Are you aware of the -- we'll move on. 24 Are you aware of the weekly billing arrangements that 25 Embarq has followed with respect to COI since about</p>
<p style="text-align: right;">218</p> <p>1 A. Will you repeat the question, please? 2 (Question read back.) 3 MR. STEWART: I object. The question 4 suggests that in reality the customer doesn't have as 5 much time as the contract provides, but the contract 6 provides 30 days from the invoice date, not 30 days 7 from the date the invoice is received; so to suggest 8 the customer doesn't get the 30 days the contract 9 provides is simply incorrect. The customer may not 10 have 30 days from the date the customer receives the 11 bill, but that's not what the contract says. So the 12 question is improper. 13 MS. BLOOMFIELD: Your Honor, I disagree, 14 but I will restate the question. 15 By Ms. Bloomfield: 16 Q. Okay. Isn't it true, Mr. Hart, that the 17 contract says that a customer will have to pay -- the 18 payment period shall be 30 days from the due date -- 19 excuse me, 30 days from the bill date or what you and I 20 have been calling the invoice date; isn't that correct? 21 A. Thirty days from the bill date or invoice 22 date, that is correct. 23 Q. And isn't it true that Embarq never 24 pushes, I'm going to say gets the bill out to the 25 customer on the bill date?</p>	<p style="text-align: right;">220</p> <p>1 2000, the year 2000? 2 A. I am aware of a weekly payment 3 arrangement, not a weekly billing arrangement. 4 Q. And are you aware that that weekly payment 5 arrangement has been going on for some many years, some 6 number of years? 7 A. I'm aware that it was instituted in the 8 context of the bankruptcy proceeding that adequate 9 insurance payments are oftentimes made weekly during a 10 bankruptcy proceeding. 11 Q. And are you aware that after bankruptcy, 12 COI requested that it continue to make weekly payments 13 to Embarq? 14 A. I have heard that, yes. 15 Q. And isn't it true that the policy reason 16 Embarq gave to COI for reducing the suspension period 17 from 60 days to 45 days and the termination date from 18 90 days to 60 days is that Embarq -- is the position 19 that Embarq stated that it should not be exposed to 20 lack of payment for that period of time, those periods 21 of time? 22 A. Is the question am I aware that that was 23 the policy? 24 Q. No, not if you're aware. Is that -- 25 A. The reason given to COI?</p>

221

1 Q. The reason given to COI for reducing those
2 periods. Let me --

3 A. I'm not aware of that specifically, but it
4 doesn't surprise me. That seems consistent with --
5 with what reason would be given to COI or any other
6 Competitive Local Exchange Carrier connecting with --

7 Q. Isn't --

8 (Discussion off the record.)

9 THE WITNESS: Any other Competitive Local
10 Exchange Carrier interconnecting with us, with Embarq.
11 By Ms. Bloomfield:

12 Q. Doesn't your testimony in summary state
13 that it's appropriate to have the periods that you are
14 suggesting because you need to reduce the risk of
15 exposure?

16 A. My testimony states that we do want to
17 limit our exposure, yes.

18 Q. But doesn't the fact that Embarq receives
19 substantial payments each week indicate that Embarq is
20 not at financial risk vis-a-vis COI?

21 A. Will you repeat that question? Because I
22 want to be sure that I get all of it here.

23 Q. Doesn't the fact that Embarq receives
24 substantial weekly payments from COI indicate that
25 Embarq is not at financial risk or the same kind of

222

1 financial risk from COI that it might be from other
2 customers who pay monthly?

3 A. The fact that COI is paying a weekly
4 amount due, something, that by the time its coming into
5 our -- through our collection process is seven or eight
6 weeks from the invoice date does not at all mitigate
7 our risk.

8 Q. That's your opinion; correct?

9 A. It's -- well, I can give you some facts
10 around that if you'd like. We've got -- the last
11 several weeks we've got more than 800,000 -- 850,000
12 due from COI on a fairly regular basis. 450,000 of
13 that is past 30 days due.

14 Q. And that would be past 30 days due based
15 upon the bill date on the one side and the -- the bill
16 date on the one side and the due date on the other
17 side, correct, the 30 days we were discussing earlier?

18 A. To give you an example, if the --

19 Q. Is that correct?

20 A. Let's -- let's -- let me give you an
21 example on it. If the invoice date was September 3rd,
22 let's say, and -- so the nominal due date, the due
23 date -- the 30-day due date would be October 3rd, and
24 as of roughly, let's say, October 17th it was not paid,
25 then it would be past the 30 days.

223

1 Q. Regardless of when it was actually made
2 available to COI; correct? It could have been made
3 available to COI 15 or 20 days after the bill date;
4 isn't that correct?

5 A. It could have been.

6 Q. Mr. Vogelmeier testified yesterday that
7 there have been -- that there was at least one instance
8 when Embarq did not pay invoices due to COI for some
9 period of months, three or four months, and then --
10 past the dispute period, and then later disputed the
11 entire bills for those several months. Assuming that
12 COI behaved in the same manner, would you consider this
13 appropriate conduct under the proposed language of the
14 ICA?

15 MR. STEWART: Objection, for several
16 reasons. First, when the question refers to Mr.
17 Vogelmeier's testimony, whatever the testimony was, it
18 was. It's in the transcript, so it -- it's
19 inappropriate to ask Mr. Hart if Mr. Vogelmeier so
20 testified. Mr. Hart's testimony does not address Mr.
21 Vogelmeier's testimony. It's also confusing if the
22 question is did Mr. Vogelmeier say this. There's a
23 difference between Mr. Vogelmeier's having said it and
24 Mr. Hart's agreeing whether it's correct. Thirdly, at
25 the end of the question is is this behavior appropriate

224

1 has nothing to do with Mr. Hart's testimony. So it's
2 okay to ask, I think, Mr. Hart if something is true,
3 but it's not okay to ask him whether Mr. Vogelmeier so
4 testified. That's irrelevant.

5 MS. BLOOMFIELD: Your Honor, I could
6 restate it, but what I was saying was -- I was trying
7 to avoid a lot of questions. Mr. Hart was obviously in
8 the room when the testimony was going on yesterday and
9 heard the discussion, so I was trying to shorten this.
10 That's number one. I wanted to ask him if he believed
11 it or not, so I can restate the question.

12 By Ms. Bloomfield:

13 Q. Assuming, as Mr. Vogelmeier testified
14 yesterday, that Embarq did not pay COI for bills
15 rendered to Embarq for a three- or four-month period
16 and then, when pressed, disputed a hundred percent of
17 the bills, assuming that Embarq used that behavior, do
18 you believe that this kind of behavior is appropriate
19 under the proposed ICA as Embarq has tendered it to
20 COI?

21 MR. STEWART: Objection.

22 MS. BLOOMFIELD: Your Honor, I believe
23 that's a proper question.

24 EXAMINER AGRANOFF: Will Mr. Stewart give
25 his basis?

<p style="text-align: right;">225</p> <p>1 MR. STEWART: Well, first of all, it's 2 asking Mr. Hart to speculate on a hypothetical that he 3 may not necessarily accept the premise of. Second, 4 whether something Embarq does or did or is alleged to 5 have done, whether that's appropriate behavior is not 6 an issue in this arbitration, so I think the question 7 is irrelevant.</p> <p>8 MS. BLOOMFIELD: Your Honor, I may have 9 used the word behavior, but I am asking the witness 10 whether or not this would be appropriate conduct, an 11 appropriate response, an appropriate way to interpret 12 the contract inasmuch as assuming that Embarq 13 apparently has that type of interpretation for its -- 14 its business relationships with COI.</p> <p>15 MR. STEWART: There's no evidence that 16 Embarq so interprets the contract, as counsel has 17 suggested, and asking Mr. Hart to speculate on how the 18 contract ought to be interpreted is also inappropriate. 19 (Discussion off the record.)</p> <p>20 EXAMINER AGRANOFF: Let's try it this way, 21 Mr. Hart, do you believe that there should be 22 reciprocal obligations with respect to the payment of 23 invoices between Embarq and COI?</p> <p>24 THE WITNESS: I believe -- yes, but I 25 believe there is reciprocal treatment with respect to</p>	<p style="text-align: right;">227</p> <p>1 Q. Have you reviewed the matrix on this issue 2 and also looked at the proposed provision that 3 Embarq -- that is currently on the -- that has 4 currently been given to COI on this matter?</p> <p>5 A. I have reviewed the matrix. I don't know 6 that I could cite it verbatim here --</p> <p>7 Q. And I could show it to you if you want --</p> <p>8 A. -- but I'm definitely aware of it.</p> <p>9 Q. -- but would you accept, subject to check, 10 that the word undisputed is not given as Embarq's 11 language, but rather COI proposed that language and at 12 that time Embarq said we will not agree to the term 13 undisputed modifying the word invoice?</p> <p>14 MR. STEWART: Objection. First, I'd like 15 Mr. Hart to be able to look at the matrix.</p> <p>16 MS. BLOOMFIELD: Okay.</p> <p>17 MR. STEWART: But there was another part 18 to that question having to do with what Embarq said, 19 and unless Mr. Hart said it, the question lacks 20 foundation. How can he know who said what to whom?</p> <p>21 MS. BLOOMFIELD: Your Honor, we have a 22 matrix here that's in the record. It was part of the 23 arbitration package. I'd be happy to show it to Mr. 24 Hart. I'm trying to save some time. I can also show 25 him the proposed ICA. In neither of those provisions</p>
<p style="text-align: right;">226</p> <p>1 treatment of invoices.</p> <p>2 EXAMINER AGRANOFF: I couldn't hear your 3 response.</p> <p>4 THE WITNESS: Your question is do I 5 believe should there be reciprocal treatment on the 6 payment and the treatment of invoices. My answer is 7 yes, I believe, in fact, there is reciprocal 8 treatment.</p> <p>9 By Ms. Bloomfield:</p> <p>10 Q. Mr. Hart, you had stated, I think it's in 11 your testimony on Page 5, getting back there, on Line 12 10, that Embarq's position with respect to the 45/60 13 day period for first suspension and then termination 14 was applicable to the undisputed charges on the Embarq 15 invoices; is that correct?</p> <p>16 A. I'm sorry, did you say Page 10?</p> <p>17 Q. No. Page 5, Line 10.</p> <p>18 A. Page 5, Line 10. Okay. Yes.</p> <p>19 Q. And then you argued that effectively the 20 disputed portion of the bills is not what Embarq 21 intends to refer to when it enforces those provisions 22 but rather the undisputed portions of the bill; is that 23 correct?</p> <p>24 A. That's correct. Our collection procedures 25 apply to the undisputed portion of the bills.</p>	<p style="text-align: right;">228</p> <p>1 does the word undisputed appear with respect to the 2 proposal of language that Embarq is making, and in 3 contrast, the column that shows what COI proposed shows 4 the word undisputed. His testimony goes on about how 5 he agrees that the word undisputed should be there, and 6 I'm just trying to get closure on that, is it now the 7 case that undisputed is an appropriate term to modify 8 the word invoice as COI has proposed.</p> <p>9 EXAMINER AGRANOFF: Why don't we go off 10 the record for a moment?</p> <p>11 (Discussion off the record.)</p> <p>12 (Recess taken.)</p> <p>13 EXAMINER LYNN: We're ready to resume.</p> <p>14 Thank you. Could you summarize, hopefully, the 15 progress that you've made?</p> <p>16 MR. STEWART: Well, I think it will be 17 simpler just to allow the question to proceed and see 18 if the answers get to where we both hope they do.</p> <p>19 EXAMINER LYNN: Okay. Fine. Thank you.</p> <p>20 By Ms. Bloomfield:</p> <p>21 Q. Mr. Hart, you testified that it was 22 appropriate that the undisputed portions of the 23 contract were the portions that should trigger the 24 suspension or termination charges; isn't that correct?</p> <p>25 A. The undisputed portions of the invoice.</p>

<p style="text-align: right;">229</p> <p>1 Q. Of the invoice.</p> <p>2 A. Yes.</p> <p>3 Q. And does -- and having made the point that</p> <p>4 it's only the undisputed portions of the bill that</p> <p>5 should trigger these charges, isn't that the case this</p> <p>6 is a change of position of Embarq with respect to that</p> <p>7 term undisputed?</p> <p>8 A. It's not -- your -- the construction of</p> <p>9 your question implies that there's a triggering of</p> <p>10 charges. There aren't a triggering of charges that are</p> <p>11 at issue here. It's the undisputed portion of the</p> <p>12 invoice that leads to the -- the nonpayment of the</p> <p>13 undisputed portion of the invoice leads to the</p> <p>14 suspension of IRES.</p> <p>15 Q. You have agreed in your testimony, have</p> <p>16 you not, that it should be only the undisputed portion</p> <p>17 of the bill that should lead to those particular</p> <p>18 consequences; isn't that correct?</p> <p>19 A. I agree that the undisputed portion of the</p> <p>20 invoice is the correct measure to apply that against,</p> <p>21 and bouncing that concept off of the language found in</p> <p>22 7.3.3 of the contract which speaks to the due date of</p> <p>23 the rest of the invoice, of the nondisputed portion, et</p> <p>24 cetera, is appropriate.</p> <p>25 Q. So you would agree that that term</p>	<p style="text-align: right;">231</p> <p>1 services that Embarq has rendered -- excuse me, for</p> <p>2 services that COI has rendered to Embarq, does not this</p> <p>3 same rationale apply to COI's rendition of service</p> <p>4 without payment?</p> <p>5 A. For any telecommunication services</p> <p>6 provided back and forth I would say that concept</p> <p>7 applies.</p> <p>8 Q. Your testimony on Page 7, moving right</p> <p>9 along, refers to 16 CDs that were sent to COI from</p> <p>10 January to May of 2008; correct?</p> <p>11 A. Correct.</p> <p>12 Q. Okay. And it is true, isn't it, that --</p> <p>13 first of all, it is true that there were then more than</p> <p>14 one CD rendered to COI in some of those months;</p> <p>15 correct?</p> <p>16 A. I believe it was three per month; so, yes,</p> <p>17 that's correct.</p> <p>18 Q. And when you talk about your calculation</p> <p>19 of days, you were referring to days of the week, not</p> <p>20 business days; is that correct?</p> <p>21 A. I was referring to calendar days, not</p> <p>22 business days.</p> <p>23 Q. Thank you. And you mentioned that in some</p> <p>24 months there were three CDs sent. Are you aware that</p> <p>25 for some of those months the CD -- the first CD that</p>
<p style="text-align: right;">230</p> <p>1 undisputed should appear in Section 7.2.3, I believe it</p> <p>2 is?</p> <p>3 A. Yes. For the undisputed portion of the</p> <p>4 invoice, yes, I would.</p> <p>5 Q. In your testimony, Mr. Hart, you made</p> <p>6 statements concerning the provision of telephone and</p> <p>7 other telecommunications services to the effect that</p> <p>8 because they happen continuously and the subscriber has</p> <p>9 the provider services for each day that the services</p> <p>10 are rendered and the bill is not paid, that essentially</p> <p>11 it does not make sense to extend the time for payment</p> <p>12 for such services; is that correct?</p> <p>13 EXAMINER AGRANOFF: Where were you</p> <p>14 reading --</p> <p>15 MS. BLOOMFIELD: Pardon me?</p> <p>16 EXAMINER AGRANOFF: Where were you reading</p> <p>17 from?</p> <p>18 MS. BLOOMFIELD: I was trying to summarize</p> <p>19 his testimony which appears on Page 5, at the bottom,</p> <p>20 about 20 to 25, and then on Page 6, 1 to 9.</p> <p>21 THE WITNESS: Yes. It is a time-based</p> <p>22 service. It is a service that accrues with the passage</p> <p>23 of time.</p> <p>24 By Ms. Bloomfield:</p> <p>25 Q. To the extent that Embarq owes COI for</p>	<p style="text-align: right;">232</p> <p>1 was sent could not be read and, therefore, another CD</p> <p>2 had to be sent that had the information on it?</p> <p>3 A. I'm aware that -- I believe that happened</p> <p>4 in the January cycle, and that was the -- the one that</p> <p>5 took longest to deliver was actually a re-rendition of</p> <p>6 the January 3rd bill cycle, was my information.</p> <p>7 Q. And you're not aware that it happened more</p> <p>8 than one month?</p> <p>9 A. I'm not aware that it happened more than</p> <p>10 one month, no.</p> <p>11 Q. Towards the bottom of your testimony on</p> <p>12 Page 7 you mention that -- you state that COI elected</p> <p>13 not to receive its bills, quote, "In the most time</p> <p>14 efficient manner," through the File Transport Protocol,</p> <p>15 and in that sentence are you not referring to the</p> <p>16 discussion we had about BOS, the electronic -- the</p> <p>17 BOS-45, 46, 47, whatever it is, the electronic bills;</p> <p>18 is that correct?</p> <p>19 A. I don't want to split hairs with you, but</p> <p>20 BOS --</p> <p>21 Q. But you will?</p> <p>22 A. But I will. BOS-47, BOS-48, and BOS-45,</p> <p>23 what have you, can happen over any format. It is a --</p> <p>24 it's a Billing Output Specification. The delivery of</p> <p>25 the invoices happen over this FTP or -- it's -- FTP is</p>

233

1 the electronic delivery truck, if you will. The BOS-47
2 is the bill.

3 Q. I understand that. What I was asking you,
4 however, was didn't your testimony say at the bottom of
5 Page 7 that, "COI has elected not to receive its
6 invoices in the most...efficient manner"?

7 A. I said that, yes.

8 Q. Wasn't that referring to the fact that, at
9 the time you wrote your testimony at least, COI was not
10 receiving its bills through the FTP protocol?

11 A. Yes, that's correct.

12 Q. And were you aware prior to yesterday that
13 there is some cost, some would even call it a
14 substantial cost, to a customer for preparing itself to
15 receive the electronic -- the electronic bills through
16 the FTP, the way Embarq uses that FTP?

17 A. I am aware that you would have to have
18 some sort of interpretive software. COI -- the
19 customer would have to have some interpretive software
20 at his or her premise to read the output.

21 (Discussion off the record.)

22 By Ms. Bloomfield:

23 Q. Mr. Hart, turning to Page 9 of your
24 testimony, you made the statement, beginning at Page 4,
25 that, "In numerous cases COI" -- I'm sorry. Line 4 of

234

1 Page 9, you've indicated that, "In numerous cases COI
2 alleges that Embarq's billing practices are deficient
3 simply because COI does not desire to pay for
4 services." Do you see that?

5 A. Yes.

6 Q. What is the basis for your stating that
7 COI simply does not desire to pay for the services?

8 A. Well, I go on in that next line there, "An
9 example is the DS1 conditioning charge," and perhaps
10 I'm imputing an intent onto them that I lack a
11 foundation for. However, the fact that they're not
12 paying it and it's allowed for under the contract --

13 (Discussion off the record.)

14 THE WITNESS: That fact that COI is not
15 paying the charge and it's allowed for in the contract,
16 perhaps I'm being speculative with that intent.

17 By Ms. Bloomfield:

18 Q. Do you understand that COI's position with
19 respect to line conditioning charges is that the line
20 conditioning charges are already being compensated for
21 in the DS1 charge?

22 A. I heard Mr. Vogelmeier testify to that
23 fact.

24 Q. So assuming for the moment that that's --
25 that's the COI position, isn't it true that COI's

235

1 position is not that Embarq isn't allowed to charge
2 line conditioning charges, but merely that COI has
3 already paid for those, line conditioning, and thus
4 should not have to pay it twice?

5 A. So you're asking me what COI's position is
6 on that?

7 Q. No, I don't think I did.

8 A. Will you read it back, please?

9 (Question read back.)

10 THE WITNESS: I think you were asking me
11 about COI's position.

12 By Ms. Bloomfield:

13 Q. You indicated that you understood from Mr.
14 Vogelmeier's testimony yesterday that was the position,
15 and I was really merely restating the position, that
16 position -- let's -- I'm happy to have -- to go onto
17 the next question.

18 EXAMINER LYNN: All right.

19 Q. Isn't it true that there has been at least
20 a ten-year relationship between -- a ten-year period of
21 contracts between COI and Embarq with -- Embarq or its
22 predecessor since about 1998 at least?

23 A. I understand that is true, yes.

24 Q. And isn't it also the case that during
25 that entire period, until the -- about October of 2007,

236

1 Embarq never made a specific line conditioning charge
2 for the DS1s that Embarq rendered to COI?

3 A. I've heard that, yes.

4 Q. Do you know if it is also the case that
5 Embarq's personnel informed COI in either late October
6 or early November, after the first specific line
7 conditioning charges were made, that Embarq had changed
8 its policy with respect to interpreting the ICA and
9 determined that it could and, therefore, would start
10 charging line conditioning charges to -- on the DS1s?

11 MR. STEWART: Objection, for two reasons.

12 First, it is asking Mr. Hart to speculate about what
13 someone else at Embarq may have told COI about an issue
14 that Mr. Hart's testimony doesn't address. Mr. Hart is
15 not the line conditioning witness and -- well, Mr. Hart
16 is not the line conditioning witness, and although he
17 mentions the phrase line conditioning in his testimony,
18 to cross-examine him on the proper interpretation of an
19 earlier interconnection agreement and what it may or
20 may not provide with respect to line conditioning is
21 outside the scope of his testimony. That's not what
22 we're arguing about here. It's not -- in fact, that's
23 not even germane to the new interconnection agreement.

24 MS. BLOOMFIELD: Your Honor, Mr. Hart can
25 say whether he knows that or not. I've asked him a

237

1 number of questions concerning billing for -- between
2 Embarq and COI, and he's been able to answer those
3 questions, and I merely asked him another question,
4 because this was within the billing context. It has
5 nothing to do with the merits of line conditioning. I
6 merely asked him if he was aware that this is what COI
7 was told. He was able to say yes or no, he was aware
8 or not on other questions similar. It has nothing to
9 do with the merits, if you will, of the line
10 conditioning itself, and it is a proper interpretation
11 of his testimony. I'm not asking him to defend line
12 conditioning. I'm just asking him as a matter of fact,
13 in this billing relationship, does he know that this
14 was said to COI as the reason for all of a sudden
15 starting to charge for loop conditioning charges.

16 EXAMINER LYNN: I'll let the question
17 stand, Mr. Hart.

18 THE WITNESS: So the question is am I
19 aware that that communication took place between
20 Embarq --
21 By Ms. Bloomfield:

22 Q. That's all the question is, yes.

23 A. I am not aware that that specific
24 communication took place between Embarq and COI.

25 Q. Mr. Hart, turning to Page 9 of your

238

1 testimony, the second -- the first full question on
2 that page, beginning at Line 15, in your answer you
3 stated that -- or you stated that the petition on Pages
4 8 and 9 ignores the fact that the contract language now
5 under negotiation and arbitration calls for 30-day
6 payment terms from the date of the invoice. Do you see
7 that?

8 A. Uh-huh.

9 Q. Okay. However, isn't it the case that the
10 argument that COI has been making is -- and you cite
11 that COI argued that it has only had about 14 days to
12 make the payment, and you take issue with the fact --
13 you take issue with the fact that the 30 days has
14 always been -- has always been there, it's computed
15 from the due date to the -- it's computed from the bill
16 date or the invoice date to the due date; is that
17 correct?

18 A. What is -- what is computed from the
19 invoice date to the due date, the 30-day payment
20 interval?

21 Q. The 30-day payment interval is between the
22 bill date or the invoice date and the due date;
23 correct?

24 A. That's my understanding, yes.

25 Q. And isn't it the case that COI has made

239

1 the point that it does not actually have the 30 days,
2 but rather it has something more on the order of 14
3 days to actually make the payment from the time that it
4 receives the bill?

5 A. That's my understanding, yes.

6 Q. Okay. Turning to Page 11 of your
7 testimony, you state on Lines 4 and 5 -- actually, it's
8 5 and 6, "A carrier that does not pay its bills can
9 reasonably be assumed to be going out of business." Do
10 you see that?

11 A. Yes.

12 Q. Do you mean that -- do you mean that a
13 carrier who does not pay bills on time can be assumed
14 to be going out of business?

15 A. Not necessarily. I wrote there, "A
16 carrier that does not pay its bills can reasonably be
17 assumed to be going out of business."

18 Q. Okay. But when you say "does not pay its
19 bills," you mean ever or on time or -- I'm trying to
20 get a parameter around that.

21 A. Almost certainly ever can be assumed to be
22 going out of business, because they would be rather
23 quickly out of business.

24 Q. Any other case?

25 A. What sort of -- what sort of points along

240

1 the spectrum would you like me to illuminate on? Along
2 the spectrum of possibilities, a carrier that pays its
3 bills that has 30-day net terms, that pays its bills at
4 32 days, that's probably a pretty good -- probably a
5 pretty good customer; 35 days, probably a pretty good
6 customer; consistently 180 days, probably not.

7 Q. Probably not a good customer. And at 180
8 days would you assume that the carrier is going out of
9 business?

10 A. Not necessarily. It depends why they
11 weren't paying their bill.

12 Q. Well, the reason I asked the question was
13 this sentence appears in the context of you're
14 describing why it is necessary, when a carrier does not
15 pay on time, to impose the suspension and termination
16 provisions?

17 A. Yes.

18 Q. So you said -- I think we could all agree
19 that if somebody doesn't pay its bills, it's going to
20 go out of business?

21 A. Yes.

22 Q. So that's why I asked whether or not you
23 had in mind a -- in the context of your testimony
24 whether you had in mind there was X number of days
25 before you would make that assumption?

241

1 A. I don't have a specific number of days in
2 mind with respect to that, if that's your question.

3 Q. That's an absolute?

4 A. I don't have a specific number of days in
5 mind, no.

6 Q. Turning to Page 12 of your testimony, do
7 you know whether to date Embarq has invoked the
8 security deposit language against COI, that is, has it
9 asked COI for a security deposit in its current
10 agreement or prior agreements?

11 A. My understanding is we don't currently
12 hold a deposit for COI, if that's responsive to your
13 question.

14 MR. STEWART: Actually, I think the
15 question was whether one was asked for, not whether one
16 was being held.

17 MS. BLOOMFIELD: That's right, whether --
18 By Ms. Bloomfield:

19 Q. You have a provision in your -- there is a
20 provision in the agreement that at your -- at your
21 option, when I say "your," I mean Embarq's option, it
22 can ask for a security deposit; is that correct?

23 A. I believe that's correct.

24 Q. And to date, Embarq has not asked for that
25 security deposit of COI; isn't that correct?

242

1 A. To date, Embarq has not asked for a
2 security deposit from COI.

3 Q. And --

4 A. Let me clarify that, also. With respect
5 to the current, now expired interconnection agreement
6 that COI is operating under, I don't know if that
7 security deposit language is or not. My understanding
8 is we're not -- that issue is not under arbitration
9 here. What is under arbitration is the language for
10 the new agreement.

11 Q. That's right.

12 A. So whether it exists or not in the --

13 Q. But if it exists, which is a matter of
14 public record --

15 A. Correct.

16 Q. -- it has not been invoked; is that
17 correct?

18 A. That's correct.

19 (Discussion off the record.)

20 By Ms. Bloomfield:

21 Q. You made reference in your testimony on
22 Page 12 to the filing of bankruptcy by COI; correct?

23 A. Yes.

24 Q. And there was discussion on the record
25 yesterday about some of the sequence of events

243

1 concerning that bankruptcy, was there not?

2 A. I recall there was, yes.

3 Q. And isn't it true that in that bankruptcy,
4 Sprint filed a Proof of Claim of \$448,339, not the
5 \$685,000 that you cited in your testimony?

6 A. I'm not aware of that figure from anywhere
7 in Sprint's Proof of Claim.

8 Q. Where did you get your \$685,000 figure?

9 A. It was an entry on a -- on a memo of what
10 funds were stipulated to between COI and Embarq, and
11 it's a matter -- as a result of that bankruptcy.

12 Q. So that was from a stipulation that was
13 made in the bankruptcy case; correct?

14 A. I believe that's correct, yes.

15 Q. And did you ask about the basis for -- and
16 in that same stipulation, is it not the case that there
17 was a reference to the fact that COI agreed to pay
18 approximately \$68,000 over a five-year period?

19 A. Yes.

20 Q. And --

21 A. Yeah. That's where we come up with the
22 six hundred sixty-eight five (sic.).

23 Q. Isn't it true -- and you indicated earlier
24 in your testimony that you, fortunately or
25 unfortunately, had a lot of past experience with

244

1 bankruptcy due to dealing with other carriers; is that
2 correct?

3 A. That's correct.

4 Q. Isn't it true that frequently in
5 bankruptcy proceedings, parties, in settling, fix on a
6 settlement figure, say, for example, the \$68,000, and
7 then you work backwards in the settlement document to
8 get a number that would give them the -- whatever
9 number they settled on, in this case the \$68,000?

10 MR. STEWART: Objection, for two reasons.
11 It's asking Mr. Hart whether he knows as a general rule
12 what parties do in bankruptcies in terms of negotiating
13 a figure. What parties generally do is irrelevant. If
14 Mr. Hart knows what the parties did in this case, that
15 may be relevant, but that's the only appropriate
16 question. What other parties may or may not generally
17 do, I repeat, I think is totally irrelevant.

18 MS. BLOOMFIELD: Your Honor, I would
19 disagree, of course. He indicated that he's very
20 familiar with bankruptcy proceedings. He's obviously
21 taken the time and trouble to go back to a stipulated
22 document of his predecessor company, Sprint, to look to
23 see what happened, and he has some knowledge about how
24 these bankruptcy things work. I am merely asking him
25 if he's aware as one possibility for why there would

<p style="text-align: right;">245</p> <p>1 have been the \$68,000, that this is a derived number 2 because that's the way parties settle in bankruptcies, 3 and if he doesn't know, that's fine. I'm just asking 4 him, and that's a perfectly proper question in the 5 context of his testimony, what he's testified about and 6 the fact that he has indicated experience with 7 bankruptcy matters. 8 (Discussion off the record.) 9 EXAMINER LYNN: We'll let the witness 10 continue answering the question to the extent of the 11 knowledge that he has about it. 12 THE WITNESS: To the extent of the 13 knowledge I have of bankruptcies in general, the 14 amounts arrived at in settlements, the bankruptcy 15 amounts I know can be various and sundry. They can 16 be -- they can be wide-ranging. In this particular 17 case, I did not work with the COI matter. However, 18 what Mr. Vogelmeier pointed out yesterday was that ten 19 cents on the dollar was the ultimate payout. I don't 20 know that number to be true or not, but assuming that 21 it is true and for purposes of this discussion a 22 \$68,500 payment was ultimately made to Sprint, slash -- 23 Embarq's predecessor company, then Embarq, if a \$68,500 24 payment was made, if that's a dime on the dollar, then 25 that goes -- supports right up to my \$685,000 number.</p>	<p style="text-align: right;">247</p> <p>1 Q. Thank you. 2 Excuse me, Your Honor. 3 (Discussion off the record.) 4 By Ms. Bloomfield: 5 Q. Mr. Hart, if you would turn to Page 14 of 6 your testimony, on Lines 12 and 13, you suggest that 7 COI, in terms of -- if -- let me start over again. If 8 Embarq were to impose a security deposit on COI, you 9 indicated that COI had an option beyond cash to use for 10 the security deposit; is that correct? 11 A. That's correct. 12 Q. And one of those -- and you indicated that 13 COI could get a non-cash security deposit in the form 14 of a Letter of Credit; is that correct? 15 A. Correct. 16 Q. Is it true that a Letter of Credit is 17 typically issued by a bank or another financial 18 institution? 19 A. It is true. 20 Q. Do you know whether, in this time of, I'm 21 going to call it, national bank crisis or national 22 financial crisis, what terms might be for a Letter of 23 Credit of the amount that COI would have to get, which 24 in your testimony you indicate would be twice \$400,000, 25 or \$800,000, assuming it was even possible in these</p>
<p style="text-align: right;">246</p> <p>1 It's a very reasonable construction that at least that 2 \$685,000 amount was, in fact, owed and perhaps more. 3 By Ms. Bloomfield: 4 Q. But you just said that parties were -- 5 that Mr. Vogelmeier did testify that it was ten cents 6 on the dollar in the ultimate settlement yesterday. 7 However, if the parties had agreed to a figure in 8 advance, wouldn't they have to work backwards to have 9 the records show that the amount owed was \$685,000? 10 MR. STEWART: Objection. 11 MS. BLOOMFIELD: That's what my question 12 was. 13 MR. STEWART: I object to the question. 14 It's asking Mr. Hart to speculate if the parties did 15 thus and so, and he just got through saying he wasn't 16 part of these negotiations; so there's no foundation by 17 the answer he gave to the immediately prior question. 18 MS. BLOOMFIELD: Your Honor, I'll skip 19 that and ask another question instead. 20 By Ms. Bloomfield: 21 Q. Do you know, Mr. Hart, that indeed the 22 Proof of Claim and the amount that Sprint at that time 23 was pursuing from Embarq -- excuse me, from COI was the 24 \$685,000? 25 A. I do not know that.</p>	<p style="text-align: right;">248</p> <p>1 days to get a line of credit? 2 A. Do I know what today's current rates are 3 on a -- 4 Q. Any of the terms, what would be required 5 on -- 6 A. Let me -- 7 Q. I won't hold you to a rate. 8 EXAMINER AGRANOFF: One at a time. You're 9 crossing over each other. 10 THE WITNESS: It's not unusual for a 11 Letter of Credit to be written against a borrower's 12 borrowing capacity. For instance, say Company A had a 13 borrowing security agreement for borrowing up to \$3 14 million and they wanted to access a half a million 15 dollars of that in the form of a Letter of Credit. 16 They would -- that \$500,000 would be -- would be posted 17 against -- it wouldn't be considered direct cash 18 borrowing, but it would be considered a utilization of 19 their credit facility. Can and do those happen today? 20 Even in these times of credit contraction, I find it 21 difficult to believe that letters of credit are not 22 even today quite typical in the -- in commercial 23 transactions across the country and around the world. 24 For international trade they almost have to be 25 functioning today.</p>

249

1 By Ms. Bloomfield:

2 **Q. So you say -- if I understood your**
3 **response correctly, you basically indicated that**
4 **Letters of Credit were still possible to get today;**
5 **isn't that correct?**

6 A. Yes.

7 **Q. But do you have any knowledge or opinion**
8 **about what the terms would be?**

9 A. What the interest rates, et cetera, would
10 be on such a thing?

11 **Q. Any other terms, how much you have to put**
12 **up to secure, do you have to put three times as much to**
13 **secure what you're looking for or what?**

14 A. Well, as it's written generally against
15 your existing borrowing capacity, it would be a
16 function of what your existing borrowing capacity or
17 security agreement would be. For instance, I gave the
18 example that you have a \$3 million borrowing facility.
19 Whatever collateral and security the bank requires to
20 secure that \$3 million borrowing capacity, and then you
21 could use that borrowing capacity either in the form of
22 an LC, Letter of Credit, or direct to cash borrowing,
23 but -- but the utilization of that facility would
24 not -- would not necessarily change the terms of it.

25 **Q. I understand. Are you aware whether**

250

1 **Embarq has any Letters of Credit?**

2 A. I'm not directly aware of it, no.

3 **Q. Assuming for purposes of this question**
4 **that Embarq consistently owes COI payments for various**
5 **services each month, isn't it the case that your**
6 **rationale for a security deposit to be paid to Embarq**
7 **by COI equally applies to COI's request -- a request by**
8 **COI that a security deposit be given to it from Embarq?**

9 A. I would say the rationale is not
10 necessarily reciprocal.

11 MR. STEWART: I'm sorry, I didn't hear the
12 very end of that answer.

13 THE WITNESS: The rationale is not
14 necessarily reciprocal. COI is going to have a
15 completely different credit, credit profile than
16 Embarq.

17 By Ms. Bloomfield:

18 **Q. Are you basically saying that because**
19 **Embarq is such a big company, it has -- the financial**
20 **risk to COI is less because it's not dealing with a**
21 **smaller company?**

22 A. I'm saying the credit profile and the
23 creditworthiness, et cetera, of Embarq would be a
24 different animal than COI's.

25 **Q. Are you saying that Embarq has a better**

251

1 **credit -- is more creditworthy than COI?**

2 A. I don't know anything about COI's specific
3 financial position, so I don't know that I could --

4 **Q. How can you say it shouldn't be**
5 **reciprocal?**

6 A. Embarq is a publicly traded company, has a
7 certain amount of debt and enterprise value, and much
8 of that is -- is visible in the marketplace. COI being
9 a private enterprise, much, most, perhaps all of that
10 is not visible in the marketplace.

11 **Q. Okay. But with respect to -- you're**
12 **saying the security deposit mathematics, if you will,**
13 **where Embarq is asking COI for two months' worth of**
14 **payments -- let's assume that two months' worth of**
15 **payments would be on the order of \$800,000, and let's**
16 **further assume that Embarq owes COI on the order of**
17 **\$5,000 to \$10,000 a month, and let's just use the**
18 **higher figure, so that -- so that it would be \$20,000**
19 **that COI would be seeking from Embarq as a security**
20 **deposit. Are you saying that because Embarq is a**
21 **publicly traded company, it should not have to make a**
22 **security deposit to COI for the services that it**
23 **receives from COI, because it has a higher public**
24 **visibility?**

25 A. Well, let's put those couple of numbers in

252

1 context. If we have an \$800,000 security deposit on
2 one hand and a -- let's call it \$20,000, for lack of
3 better numbers on the other hand, might we agree to a
4 net credit against the security deposit of lowering the
5 seven hundred -- lowering the \$800,000 down to
6 \$780,000? Yeah, that's a possibility.

7 **Q. I'm talking in addition to that, though.**
8 **I think my question went to the policy. If Embarq is**
9 **purchasing services from COI and it asks for a security**
10 **deposit because on the -- the policy -- based on the**
11 **same policy for a security deposit that Embarq is**
12 **requesting COI to give it a security deposit, why**
13 **wouldn't that -- why didn't that make sense -- if the**
14 **two are doing business together, why shouldn't it be**
15 **reciprocal? I haven't seen -- what's your policy**
16 **reason?**

17 A. Well, a couple of things. One, Embarq is
18 substantially exposed to the CLEC environment, of which
19 COI is an operator with them. There have been numerous
20 CLEC bankruptcies in the last eight years, let's call
21 it, resulting in millions of dollars in losses to
22 Embarq directly, billions of dollars of losses to
23 investors within the CLEC market. A CLEC profile is a
24 completely different credit risk than an Incumbent
25 Local Exchange Carrier.

253

1 Q. I can understand evaluating credit risk
2 when you're taking on a new customer, and typically
3 isn't it the case that a security deposit -- the
4 principle behind a security deposit is to make sure
5 that the entity you're dealing with can establish --
6 can establish credit with the other party? It's a way
7 to establish credit? You can seek a security deposit
8 in order to --

9 A. That's not necessarily the establishment
10 of credit. It's more the -- the backstopping of
11 potential losses, is what the security deposit is for.
12 The establishment of credit can go on without a
13 security deposit.

14 Q. Right, but isn't a security -- isn't a
15 security deposit part and parcel of or in agreement or
16 a component of establishing credit?

17 A. It can be.

18 Q. In this case isn't it the case that the
19 dealings that Embarq has had or Embarq or its
20 predecessor has had with COI have gone on for more than
21 ten years?

22 A. My understanding is, according to Mr.
23 Vogelmeier's testimony yesterday, that he began dealing
24 with United Telephone Company in 1991, I think was his
25 date, so that would be --

254

1 Q. Twenty years?

2 A. Seventeen years, correct.

3 Q. Right.

4 A. So is your question have they established
5 credit with us?

6 Q. Yes.

7 A. Yes, they have.

8 Q. Also, I believe the security deposit
9 language as proposed -- it stays in place until the --
10 until the relationship with COI ends; is that correct?

11 A. That's my understanding, that's correct.

12 Q. And are you aware in other instances, in
13 the regulatory framework, that security deposits are
14 requested for a period of time, and after that period
15 of time, they are returned to the customer?

16 A. I've seen that as a feature of some
17 security deposits, yes.

18 Q. Are you aware that indeed that concept is
19 in the Commission's telecom rules?

20 A. Yes, I believe that's correct.

21 Q. And you -- Embarq also takes the position
22 that it should hold \$800,000 of COI's money
23 indefinitely without interest; isn't that the case?

24 A. That's correct. If they want to avoid the
25 interest --

255

1 Q. What did you --

2 A. If they want to capture the interest on
3 that, they can keep the cash and provide an LC, provide
4 Letter of Credit, excuse me.

5 Q. But if they, for whatever reasons, do not
6 elect to get a Letter of Credit, they would have to
7 fork over \$800,000 or -- which would be held by Embarq
8 for as long as the relationship between COI and Embarq
9 exists?

10 A. I find it difficult to believe that if
11 they had \$800,000 in cash, that they would not be able
12 to secure a Letter of Credit for \$800,000.

13 Q. That wasn't my question.

14 A. I understand that, but my point is if
15 they've got 800,000 in cash, they've got 800,000 in a
16 Letter of Credit capacity. They can keep the cash and
17 give us the LC.

18 Q. But they will be paying something for the
19 Letter of Credit; isn't that correct?

20 A. Likely something to utilize as borrowing
21 facility, yes.

22 Q. And during that time they would be
23 receiving -- if there was cash on the table, they would
24 be receiving no interest, is that correct, on the
25 security deposit?

256

1 A. That's correct.

2 Q. And you believe that's appropriate?

3 A. Yes.

4 Q. And you also believe that it's appropriate
5 that on the other hand, on the reciprocal side, it is
6 not appropriate for COI to request a like amount or an
7 amount based on the same formula from Embarq for the
8 services that COI renders to Embarq on a monthly basis?

9 A. I believe an appropriate way of handling
10 that would be to offset a certain amount of that
11 against the security deposit we would be requesting of
12 COI.

13 Q. And are you aware of whether or not Embarq
14 has proposed even in this contract that there be such
15 an offset?

16 A. No, I don't believe we have.

17 MS. BLOOMFIELD: No further questions,
18 Your Honor.

19 EXAMINER LYNN: Mr. Stewart.

20 MR. STEWART: I'm sorry, did she say she
21 was done?

22 EXAMINER LYNN: She said no other
23 questions.

24 MR. STEWART: I'm sorry. Can we take a
25 break?

257

1 EXAMINER LYNN: That works. We can do
2 that, then. Thank you. Come back in about ten minutes
3 or so, ten after eleven.

4 (Recess taken.)

5 EXAMINER LYNN: Thank you. Back on the
6 record, please.

7 Mr. Stewart, further questions, redirect.

8 MR. STEWART: Thank you, Your Honor.

9 REDIRECT EXAMINATION

10 By Mr. Stewart:

11 Q. Mr. Hart, you were asked some questions
12 regarding the timing of the delivery of invoices to
13 COI, and if you would look at Page 6, starting at Line
14 17 of your testimony -- actually, the sentence starts
15 on Line 18 there. You refer to an "internal
16 benchmark." The seven days referred to in that
17 sentence, is that an outer limit of the date by which
18 Embarq distributes, mails its bills?

19 A. The seven days, yes, refers to -- we try
20 and be within that seven-day benchmark for the mailing
21 of all invoices.

22 Q. Okay. So is it the case that the bill is
23 mailed or sent via overnight delivery in fewer than
24 seven days after the invoice date?

25 A. In most cases, yes. In fact, in the

258

1 specific statistics I gave for the delivery of CDs to
2 COI, many of those CDs were delivered on the sixth and
3 seventh day after the invoice date. They were
4 delivered. They were signed by -- signed for by COI on
5 the sixth and seventh day. So those were clearly
6 dropped off at the overnight carrier on the -- in those
7 cases where they were delivered in six days, they were
8 at the overnight carrier on the fifth day after the
9 invoice date.

10 Q. You were asked a number of questions where
11 you were asked whether you were present and heard
12 certain testimony and whether you understood COI's
13 position to be a certain way, and in answering a number
14 of those questions you said yes, you understood COI's
15 position to be whatever counsel was describing it as?

16 A. Yes.

17 Q. Does that mean you agree with COI's
18 position?

19 A. No, not -- almost certainly not in
20 these -- in these matters that are at issue here,
21 Embarq and COI are not in agreement. Even though I may
22 understand their position, it does not mean that I
23 necessarily want to adhere to it or acquiesce to it in
24 this case.

25 Q. Moving to the security deposit and whether

259

1 it is appropriate that there be reciprocal security
2 deposits, are there quantitative financial reasons why
3 Embarq differs from COI that make it less appropriate
4 to require a security deposit from Embarq?

5 A. We've heard today and yesterday how COI
6 has been in business 17 to 18 years and conducting
7 business with Embarq for -- or some portions of Embarq
8 and/or Sprint for the past 17 years perhaps. Embarq's
9 been in business for over 100 years in its earliest
10 iterations, has been publicly traded for, I believe,
11 since the 1950s or '60s, is a company with much
12 greater, deeper financial resources than what we know
13 about COI; so, yes, there are reasons why the -- why
14 wanting to get a security deposit from Embarq would be
15 not necessarily appropriate, would be -- you wouldn't
16 be looking at matching the same type of risks that
17 you're matching as to COI.

18 Q. How does the amount of money that COI owes
19 Embarq on average as a portion of COI's total assets
20 compare to the amount of money Embarq on average owes
21 COI as a portion of Embarq's assets?

22 A. I don't -- I don't know COI's total
23 assets, but what -- I've testified earlier that they in
24 a recent week and not a typical week owed us an amount
25 of \$50,000 plus, and I wouldn't expect that their

260

1 balance sheet would -- that \$850,000 against their
2 balance sheet would be a substantial portion of
3 their -- I would expect that \$850,000 against their
4 balance sheet would be a substantial, large portion of
5 the liabilities on their balance sheet versus, let's
6 say, the \$20,000 that Embarq may owe to COI at any
7 given time would be a very small, relative amount of
8 the liabilities that Embarq would have outstanding.

9 Q. Did you read --

10 A. Infinitesimally small.

11 Q. Did you read Dr. Ankum's testimony where
12 he described COI as a small CLEC and suggested that it
13 would be a financial hardship for COI to participate in
14 a TELRIC proceeding?

15 A. I did.

16 Q. Is that consistent with what you just said
17 regarding the relative asset proportions, ratio of debt
18 to the assets?

19 A. Yes. Although I don't know anything about
20 their financial statements specifically, their
21 financial condition or results of operations, I would
22 expect that they would be a small CLEC and have the
23 asset base of a small CLEC.

24 Q. I think you mentioned that Embarq was a
25 publicly traded company previously. Is Embarq's debt

261

1 rated?

2 A. It is. I don't know that I could tell you
3 the rating of it today.

4 Q. Do you know whether it's investment grade?

5 A. I believe it is investment grade, yes.

6 Q. There was some discussion on your
7 cross-examination regarding the number of years that
8 COI has done business with Embarq. Is there any part
9 of that business history that Embarq looks at in
10 concluding that it ought to get a security deposit?

11 A. A little history on the security deposit,
12 why we gather security deposits is probably in order,
13 and beginning in about 2002, we included that contract
14 language, that security deposit contract language
15 because of the amount of losses that we were
16 experiencing from the CLEC industry, and that -- the
17 period from 2000, 2001, 2002 through today has been
18 marked by dozens of failures, business failures,
19 bankruptcies of Competitive Local Exchange Carriers.
20 That period is not a -- that's not an inconsequential
21 formation of why we -- why we ask for the security
22 deposit now.

23 Q. You were also asked regarding the
24 Commission's policy with respect to the return of
25 security deposits after a certain period of time for

262

1 residential customers of Embarq. Do you recall that?

2 A. Yes.

3 Q. Do you perceive any differences between
4 the situation -- well, between the relationship of the
5 residential customer to Embarq and COI's relationship
6 to Embarq with respect to security deposits and their
7 return?

8 A. Just putting them in orders of magnitude,
9 let's say that a residential customer has an average
10 monthly bill of \$50 and by the end of the third month
11 we haven't received payment from them for three months'
12 worth of service. We're at \$150, and we've got, let's
13 say, \$100 deposit -- either we've got \$100 deposit or
14 we don't have \$100 deposit, so we've got either a loss
15 of \$50 or \$150, versus in this case we're looking at
16 let's call it \$400,000 average monthly billing. By the
17 time the 60th day rolls around, again, the contract
18 language we're proposing for the suspension of service,
19 by the time that 60-day after invoice date rolls
20 around, we're at three months' billing. There's a
21 million two outstanding from -- from COI in that case.
22 It's just -- the order of magnitude is completely
23 different, different size.

24 Q. No further questions.

25 EXAMINER LYNN: Miss Bloomfield.

263

1 MS. BLOOMFIELD: Just a couple, Your
2 Honor.

3 RECROSS-EXAMINATION

4 By Ms. Bloomfield:

5 Q. You cited an instance of an \$850,000 owing
6 from COI to Embarq; is that correct?

7 A. That's correct.

8 Q. And are you saying all that is past due?

9 A. No. I'm saying by four hundred -- my
10 recollection is that there was \$856,000 on the account
11 receivable aging. 453,000 of that was past 30 days.

12 Q. And your account receivable aging, does
13 that start with a bill or invoice date?

14 A. It does.

15 Q. And so part of that -- it's only half of
16 that that you said was owed at that time, correct, that
17 is outstanding, but only a part of that was actually
18 due?

19 A. It was past the 30-day after invoice date
20 period, so it was considered past due. The 453,000 was
21 past due.

22 Q. Was that a single instance?

23 A. That was -- I believe that was an October
24 17th aging, but I believe I saw one for the week after
25 that that had very similar data.

264

1 Q. When you say October 17th, you mean
2 October 17th, 2008?

3 A. That's correct.

4 Q. It would appear to me that, from the
5 questioning that Mr. Stewart just gave you, really your
6 security deposit principle, argument or whatever, comes
7 down to the fact that Embarq is publicly traded, is
8 much bigger, blah-blah, and so, therefore, it is in a
9 different league from COI, and, therefore, it is
10 appropriate for Embarq to ask for a security deposit
11 from COI because of the disparity in size, et cetera;
12 is that correct?

13 A. That's not the only --

14 MR. STEWART: Objection.

15 MS. BLOOMFIELD: Your Honor, I didn't even
16 get the question out. I said is that correct, and he
17 can say yes or no.

18 MR. STEWART: I'm objecting to the
19 question, because it mischaracterizes what I had said.
20 For example, it's not only the disparity in the size of
21 the company. It's the disparity in the amounts that
22 one party owes the other, which is as significant as
23 the disparity in the companies two sizes. So it
24 incorrectly states -- the question incorrectly stated
25 the nature of my questions and what I established on

265

1 redirect by omitting the disparity in the amounts
2 owed.

3 EXAMINER LYNN: So you're stating the
4 disparity in the amounts owed as well as the size of
5 the companies?

6 MR. STEWART: That's what's on the record
7 certainly.

8 EXAMINER LYNN: Miss Bloomfield.

9 MS. BLOOMFIELD: That can be my question,
10 Your Honor.
11 By Ms. Bloomfield:

12 Q. Disparity in size of the company and
13 amounts owed, that's the -- did I understand that
14 those, in a nutshell, were the reasons that you believe
15 that the security deposit should not be reciprocal?

16 A. The size of the companies and their
17 capital structure and publicly traded aspects and such
18 lend in -- feed into their -- into the credit risk
19 associated with them. So it's really -- it's an amount
20 at issue. It is the credit risk at issue, and then the
21 security deposit is to -- is to mitigate some, perhaps
22 all, but looking at the numbers in this case, I don't
23 think all, but to mitigate most perhaps of the credit
24 risk associated with it.

25 Q. You had said to Mr. Stewart and you had

266

1 said in earlier testimony that -- you mentioned that
2 as -- as a feature, if you will, of the
3 substantialness, I guess I would call it, of Embarq,
4 the fact that it was publicly traded; is that correct?

5 A. Yes.

6 Q. Isn't it true that Enron was publicly
7 traded?

8 A. Yes, it was, yes.

9 Q. Isn't it true that AIG was publicly
10 traded?

11 A. It was, yes.

12 Q. Isn't it true that --

13 (Discussion off the record.)

14 EXAMINER LYNN: One at a time.

15 (Question and answer read back.)

16 THE WITNESS: AIG may still be publicly
17 traded. I'm not aware that they've been D-listed.

18 By Ms. Bloomfield:

19 Q. Is Enron still publicly traded?

20 A. Not that I'm aware of.

21 Q. And currently GM, Ford, and Chrysler are
22 publicly traded, are they not?

23 A. That's correct.

24 Q. Okay. And would you consider the fact
25 that they are publicly traded an index of their

267

1 creditworthiness?

2 A. Allow me to clarify. I don't know that
3 Chrysler is publicly traded.

4 Q. Okay. Take them off the list.

5 A. They may be owned by a hedge fund.
6 Cerberus Partners, I believe, is not public traded.

7 Q. Take them off the list.

8 A. Okay. So what does our list consist of
9 now?

10 Q. Our list is GM -- did you say GM or
11 Chrysler?

12 A. GM, I believe, is.

13 Q. GM, Ford?

14 A. Ford.

15 Q. Okay. And they are publicly traded;
16 correct?

17 A. Correct.

18 Q. The fact that they are publicly traded,
19 does that make them a better risk than COI?

20 A. I can't evaluate them against COI because
21 I don't see -- I don't know what COI's risk looks like.

22 Q. You had indicated earlier that -- a
23 feature of Embarq and the fact that it shouldn't have
24 to pay a reciprocal security deposit was the fact that
25 it was publicly traded, as if that gave them --

268

1 A. Well --

2 Q. -- some financial heft?

3 A. That's one.

4 MR. STEWART: Let her finish the question.

5 EXAMINER AGRANOFF: Let's go off the
6 record again.

7 (Discussion off the record.)

8 (Question and answer read back.)

9 By Ms. Bloomfield:

10 Q. Please go ahead. That's one?

11 A. That's one feature that makes the profile
12 different. It's really a matter of credit risk.

13 (Discussion off the record.)

14 By Ms. Bloomfield:

15 Q. How does the fact that you are publicly
16 traded improve Embarq's credit standing?

17 A. Generally, companies that are publicly
18 traded have a larger capital base, larger asset base,
19 larger net asset base.

20 Q. How is it that an asset base, a large
21 asset base makes a company more creditworthy?

22 A. The ownership of assets and the -- and the
23 profits that result from the operations, using those
24 assets, makes a company -- it gives a company scale and
25 size, the ability to produce profits on a larger basis.

269

1 **Q. Would you say that GM has a larger asset**
 2 **base than Embarq?**
 3 A. I would.
 4 **Q. Pardon me?**
 5 A. I would.
 6 **Q. And would you say that the credit risk of**
 7 **GM is approximately the same or better than Embarq?**
 8 A. I would not.
 9 **Q. No further questions, Your Honor.**
 10 EXAMINER LYNN: Questions of the Panel.
 11 Miss Russell, any questions for the witness?
 12 MS. RUSSELL: Yes.
 13 EXAMINATION
 14 By Ms. Russell:
 15 **Q. On Page 6 of your testimony you make**
 16 **reference to a tariff, more specifically the PUCO**
 17 **General Exchange Tariff No. 5?**
 18 A. Yes.
 19 **Q. Okay. Does that tariff apply to COI as a**
 20 **carrier in that context?**
 21 A. It does not apply to COI. The
 22 interconnection agreement operates generally outside of
 23 the realm of the tariff. There are certain services
 24 effectuated under the interconnection agreement that
 25 look to the tariff for terms at times, but the reason I

270

1 cited the tariff there was to give a -- give a context
 2 around how our billing practices are -- are designed
 3 and effectuated.
 4 **Q. In regard to security deposits, if COI**
 5 **cannot come up with the \$800,000 security deposit**
 6 **through cash or Letter of Credit, what is going to be**
 7 **the -- what's going to happen with the relationship**
 8 **between COI and Embarq with regard to doing -- can it**
 9 **continue to do business?**
 10 A. I don't know.
 11 **Q. I have no further questions.**
 12 EXAMINER LYNN: Any questions, Miss
 13 Green?
 14 MS. GREEN: I have no questions, sir.
 15 EXAMINER LYNN: Mr. Agranoff.
 16 EXAMINATION
 17 By Examiner Agranoff:
 18 **Q. Good morning, Mr. Hart.**
 19 A. Good morning.
 20 **Q. To your knowledge, has Embarq invoked the**
 21 **suspension mechanism relative to COI for failure to**
 22 **make payments within the 30-day time frame?**
 23 A. The suspension of the IRES?
 24 **Q. Suspending processing any new orders.**
 25 A. That would be the IRES system. To my

271

1 knowledge, we have not, and that's -- right now that is
 2 a 60-day after invoice function, and to my knowledge,
 3 we have not invoked that. We have not revoked their
 4 ability to effectuate new orders or cancel old orders.
 5 **Q. And that would be true over the entire**
 6 **history of the relationship of the two companies?**
 7 A. That's my understanding, yes.
 8 **Q. Has Embarq ever contemplated utilizing the**
 9 **receipt of the invoice as being the trigger for the**
 10 **mechanisms that are contemplated with respect to**
 11 **suspension and termination of service?**
 12 A. In the context -- with respect to COI
 13 specifically or any carrier?
 14 **Q. I'll go first with COI and then any other**
 15 **carrier.**
 16 A. In the -- I don't know if we're supposed
 17 to talk about the mediation or not in this format, but
 18 in the mediation that was held in this matter in March,
 19 I think we met in March and maybe again in late April,
 20 we attempted to effectuate a mechanism that
 21 approximated that receipt of invoice function, and it
 22 was -- it was predicated largely on the receipt of
 23 electronic invoices, that we would be providing them
 24 electronic invoices.
 25 **Q. Do you see any logistical difficulties in**

272

1 **implementing that type of concept?**
 2 A. Nothing that can't be overcome. However,
 3 the -- the thing that we do have control over and
 4 consistent and -- the thing that you can always count
 5 on is that the thing is going to be dated, and in this
 6 case, I think they're on a 3rd of the month bill cycle;
 7 so we can always peg that 3rd of the month bill cycle.
 8 Now, the discussions we had in March and April were
 9 around the fact that if we got the bill to them by the
 10 morning of the 4th day in the electronic format, then
 11 we would work backwards from that to a 25 day after
 12 that receipt of -- after that receipt of electronic
 13 information as the due date of it. That attempted to
 14 keep both of those concepts that it's essentially a
 15 30-day after invoice collection period that we try to
 16 maintain, if nothing else, an acknowledgment that 30,
 17 60, 90-day invoice terms are standard. Not necessarily
 18 in the telecom industry alone, but across industries, 30
 19 days is a standard payment term. If you start -- if
 20 you start loading it up with 36, 37, 38 days, you're
 21 going to end up with a mishmash of junk in trying to
 22 collect.
 23 **Q. With respect to industry standards as you**
 24 **were just speaking of, if you look on Page 7 of your**
 25 **prefiled testimony, Line 22, you reference industry**

<p style="text-align: right;">273</p> <p>1 standards in that particular response. Can you 2 elaborate a little more as to specifically what these 3 industry standards are? 4 A. Part of that is the -- I'm going to have 5 to mention the BOS standards again. Part of that is an 6 acknowledgment that we do -- it's a Billing Output 7 Specification standards are -- are agreed to among the 8 telephone companies, this is how we're going to render 9 our bills, this is how we're going to submit our 10 bills. There are numerous intercompany expert groups 11 that attempt to standardize billing among companies and 12 follow guidelines that everyone believes they can live 13 within. 14 Q. And these are national standards? 15 A. Yes. Embarq participates in those, and we 16 send -- our billing folks come back from those with 17 what the new sets of standards will be, et cetera. 18 Q. Do you know whether the CLECs participate 19 in those industry discussions as well? 20 A. Generally -- I think they're welcome to. 21 I don't know if they generally do, and that may -- that 22 may vary specific working group to specific working 23 group; so I couldn't say that in all cases they are. 24 However, I think in those cases they generally 25 publish -- those working groups generally publish these</p>	<p style="text-align: right;">275</p> <p>1 billing? 2 A. Yes. If there were -- if they went from 3 one T1 line or one DS1 line to two DS1 lines, that 4 would have been effectuated by some initiation of new 5 service. 6 Q. If you could turn to Page 9 of your 7 prefled testimony, and on Line 8 you have a discussion 8 about disputes that COI may raise with respect to 9 conditioning charges? 10 A. Correct. 11 Q. Do such disputes with respect to 12 conditioning charges automatically trigger the stopping 13 of the clock for the purposes of determining whether or 14 not payment is delinquent? 15 A. It is my understanding that they do, yes. 16 Q. And on that same page, on Page 9, Line 21, 17 you indicate the fact that, "The contract language 18 under negotiation and now arbitration calls for 30-day 19 payment terms from the date of invoice." Isn't it true 20 that that's actually the previous terms and conditions 21 as well? 22 A. Yes. Yeah. What I was getting at there 23 is I -- that the 14-day payment interval seems to come 24 out of nowhere, that the 14-day payment interval is a 25 piece of invisible programming with respect to what</p>
<p style="text-align: right;">274</p> <p>1 are the standards we're going to be working within. 2 Q. And the requirement of payment 30 days 3 subsequent to the invoice date is what is utilized with 4 your other CLEC customers currently? 5 A. Yes. 6 Q. If you could turn to Page 8 of your 7 testimony, please, on Line 11 you make a statement 8 about the fact that the monthly recurring charges 9 should look exactly like the previous months' recurring 10 charges? 11 A. In that -- in the -- yes, taken in the 12 context of the sentence above it, "Unless something 13 changes in the services being provided each month, each 14 successive month's invoice should not look much 15 different than the prior month's," and that speaks to 16 the fact that if Customer A is on service in January, 17 makes no changes to his or her service, that service is 18 going to look the same in February, so -- February, 19 March until that service changes. So if you run 20 across -- if you're validating January's service and 21 you know that there haven't been changes to that 22 service in subsequent months, there's really not a 23 reason to go back and revalidate that. 24 Q. But if the quantity of lines was to 25 deviate, then there would be a change in terms of the</p>	<p style="text-align: right;">276</p> <p>1 I've seen. 2 Q. With respect to the proposed 60-day 3 suspension period and then the 90-day termination 4 period, there is no correlation between when those 5 particular mechanisms trigger and the level of 6 arrearage; is that correct? 7 A. The absolute dollar amount, you mean? 8 Q. Correct. 9 A. No. No, there's not, not that I'm aware 10 of. I believe it's -- isn't it 60 days suspension -- 11 you may have said 60 days. 12 Q. Sixty days suspension, 90-day 13 termination. 14 A. Isn't that going to 45 suspension by 15 IRES? 16 Q. You're right. You're correct. 17 A. Sixty on termination? 18 Q. Yes. 19 A. That's what we're proposing anyway. 20 Q. But with respect to those particular 21 triggers, there is no correlation between the amount of 22 arrearage and when those particular triggers would 23 actually commence? 24 A. There's not a contractual piece that 25 speaks to that. However, to one of your earlier</p>

277

1 questions, tying some of those together, we've been in
2 operation for at least 10 years, have not suspended
3 IRES even though they've -- likely they've probably
4 technically been over the 60 day perhaps a time or two
5 in that 10 years. We would not -- if they're \$2 late
6 on a \$70,000 invoice, \$2 past Day 60, we're not going
7 to ratchet down service for a picayune problem. We're
8 not going to make a small problem a large problem.
9 That's just an operational characteristic. You've got
10 to operate within the bands of reason.

11 **Q. Has Embarq ever utilized a late payment**
12 **fee with any other CLEC customers?**

13 **A. We have from time to time in the past. I**
14 **don't believe we're doing it right now.**

15 **Q. That's all I have. Thank you.**

16 **EXAMINER LYNN: Thank you.**

17 **EXAMINATION**

18 **By Examiner Lynn:**

19 **Q. Mr. Hart, I have a few questions for you.**
20 **Thankfully, because of all the other questions, I have**
21 **a few less than I intended to ask. You'll be pleased**
22 **to know that. I'll be focusing on the security deposit**
23 **issue, and the language that's proposed in the**
24 **interconnection agreement certainly differs from the**
25 **language in the current agreement, I guess it's**

278

1 expired, but currently still operating under. The
2 proposed language would make the security deposits
3 mandatory, whereas in the current agreement there's --
4 Embarq would have the right to request a deposit unless
5 there's been credit established through payment for 12
6 consecutive months, and, you know, you've indicated
7 some of the reasons that you believe a security deposit
8 is needed. I'm wondering, though, based on the current
9 language that is present, that you're still currently
10 operating under, do you have reason to believe that
11 COI's ability to pay will be worsening? I mean, that
12 is -- now you have -- the proposed language will say
13 that a security deposit is mandatory, it wouldn't
14 matter whether somebody established credit by paying
15 for 12 months and so on. Under the current language,
16 of course, where they have the deposit required unless
17 there's been payment made for 12 months, and you also
18 indicated that you actually hadn't invoked the current
19 security deposit language. So do you have reason to
20 believe that COI's ability to pay in the future is
21 going to be more questionable than it is now?

22 **A. The difference in that language**
23 **construction would not have come about for that reason**
24 **even if that was the reason; one, it's not the reason,**
25 **and, two, we have attempted to tighten up our security**

279

1 deposit language --

2 **Q. Go ahead.**

3 **A. -- to make it more enforceable, to make it**
4 **more certain we're going to get a security deposit in**
5 **the cases where we need it.**

6 **Q. And would that be true for -- the language**
7 **that you're proposing with COI, was that being proposed**
8 **with other carriers as well?**

9 **A. Yes.**

10 **Q. I see. Also, you had on Page 13 of your**
11 **testimony, and that was in Lines 10 through 13, you**
12 **were commenting on sometimes the length of time that**
13 **COI takes to pay undisputed amounts. That's especially**
14 **on Line 11, Page 13. The testimony that Mr. Vogelmeier**
15 **had given both in prefiled and here yesterday indicated**
16 **that sometimes COI has to invoke quite a few hours to**
17 **determining whether a bill it receives is actually, you**
18 **know, accurate or not. I wondered if you had any**
19 **thoughts about that. I mean, you stated that COI can**
20 **take quite a while to pay an undisputed amount, but**
21 **given what Mr. Vogelmeier has said, do you have any**
22 **thoughts that it may be taking them a while, COI, to**
23 **determine what amount is disputed or not? Would**
24 **that -- could that factor into why it's late paying**
25 **something that ultimately is undisputed, because it**

280

1 takes a while for it to determine whether the bill was
2 accurate in the first place?

3 **A. I understand that it's difficult to -- it**
4 **can be time consuming and difficult, complex to**
5 **validate all of the charges on a bill, and in that**
6 **case, I can understand that it can take 20, 30, maybe**
7 **even 40 days to validate it, but let's take a standard**
8 **case where you have your standard business processes in**
9 **place that would say if I'm operating in this business,**
10 **I ought to be able to validate my payables, figure out**
11 **if I'm going to pay the guy in 30 days. It seems to me**
12 **one would bill one's business processes, payable**
13 **validation systems, et cetera, internal to your own**
14 **company, one would bill those systems in such a way to**
15 **meet or substantially meet those benchmarks. One of**
16 **the reasons why I used the 35 day -- the 35-day mark in**
17 **a portion of my testimony is that if a company is**
18 **paying its bills 32 days after the invoice date, 33**
19 **days after the invoice date, we receive it on Day 35,**
20 **Day 36, Day 37, they're never going to hear from us and**
21 **we're not going to call. If that stretches out to --**
22 **it's a different characteristic when you get out past**
23 **45, 50, 55 days, because you're now -- you've now got**
24 **these stacked receivables. I understand that the**
25 **validation of bills is a difficult -- can be a complex**

281

1 process. The -- my point would be that the customer's
2 internal systems ought to be constructed in such a way,
3 particularly if they've been in business for 17, 18
4 years, have been doing business with us for 10 years, I
5 don't know why you would let an invoice that used to be
6 this tall grow to an invoice that's this tall
7 (indicating) without substantial electronic manual
8 mitigation efforts going on. Did I answer your
9 question?

10 Q. Yes, I think you did. Thank you. And,
11 let's see, I guess this would also -- this next
12 question would go to some of what you had already
13 discussed about whether there should be reciprocal
14 language, that is, whether COI was justified in having
15 language in the interconnection agreement that would
16 require a security deposit from Embarq. There was a
17 statement made by Mr. Vogelmeier yesterday, and this
18 was in his prefiled testimony as well as on the witness
19 stand, there was a period of time where Embarq was late
20 paying its own bills. You know, that occurred -- I
21 can't recall during what years he stated now, but, you
22 know, in light of something like that coming up, again,
23 do you see -- would you still be opposed to COI having
24 reciprocal provision that requires a security deposit
25 of Embarq? There apparently is at least an instance

282

1 where Embarq was late paying its bills as well.

2 A. As far as the -- as far as the department
3 that pays those bills that COI sends in, I'm not
4 intimately familiar with the COI situation, but I know
5 how that department operates, and generally they are --
6 generally and specifically, they are -- they pay their
7 bills in a fairly -- fairly quickly.

8 MR. STEWART: I'm sorry, Ted, I can't hear
9 you.

10 THE WITNESS: Generally they pay their
11 bills very promptly, within the 30-day time frames.
12 They will not pay a bill if they've asked a question
13 about it and there's no -- there's no information
14 forthcoming from the other side that's going to answer
15 that question, and typically those questions involve
16 along the lines of we're seeing this type of traffic in
17 your -- in your profile and we think there's 30, 40,
18 50, 60 percent of your traffic profile contains this
19 type of traffic that's not required to be paid under
20 the interconnection agreement, so you have to arrive at
21 what's the correct percentage. Well, we can't just --
22 we don't want to unilaterally pay 100 percent if
23 there's going to be 30 percent due, and usually it's a
24 matter of looking at the numbers, figuring out what the
25 correct -- what the correct percentage to pay in that

283

1 case is and then making payments based on that
2 percentage.

3 By Examiner Lynn:

4 Q. So, again, you said that department would
5 typically pay a bill unless it had a question within,
6 you mentioned, 30 days?

7 A. Yes.

8 Q. The situation, then, that Mr. Vogelmeier
9 was mentioning about Embarq being late in payment, even
10 that's a situation you're unfamiliar with Embarq as far
11 as payments to COI?

12 A. I'm not familiar intimately with that
13 one. I'm generally familiar with it. I believe that
14 our department that pays those bills had a valid
15 dispute filed and was requesting certain information
16 with respect to those bills, but as to the inner
17 workings of that, I don't have the intimate details.

18 Q. Thank you.

19 Would counsel for either party have any
20 further questions based upon the questions that were
21 asked by the Panel?

22 Miss Bloomfield, do you have any
23 questions?

24 MS. BLOOMFIELD: Yes, I do, just three,
25 Your Honor.

284

1 EXAMINER LYNN: All right.

2 RE-CROSS-EXAMINATION

3 By Ms. Bloomfield:

4 Q. There was some discussion -- the response
5 that you gave to Attorney Examiner Agranoff with
6 respect to the 14 day -- I forgot what page it was --
7 it was on our petition, Pages 8 -- 7 and 8, I believe,
8 and your understanding of what the petition said
9 apparently was that we claimed that the -- COI claimed
10 it only had 14 days from the bill date to pay; is that
11 correct?

12 A. Will you repeat the question? I'm sorry.

13 Q. I'll make it better. On Page 9 of your
14 testimony, Lines 19 and 20 --

15 A. Yes.

16 Q. -- you said, "COI refers to a 14-day
17 payment interval," on our petition, on the petition,
18 and Attorney Examiner Agranoff asked you about that.
19 You basically said I don't know where they got that
20 from. Isn't it the case that the petition said that's
21 the actual number of -- the actual average number of
22 days that COI has to pay based on when it is
23 actually -- when the bill is actually delivered to it?

24 A. That may have been COI's petition
25 construction. I don't know the -- but my point for

285

1 putting it in here is I don't know where they came
2 up -- where COI came up with a 14 day -- 14 days in the
3 contract.

4 Q. Correct. They were saying they actually
5 had only 14 days of the 30 days to pay because of the
6 delivery of the bill. They didn't get it for a number
7 of days, so they had fewer than that. They had 14
8 instead of 30 days to pay the bill.

9 A. That's what they've asserted.

10 Q. That's what they've asserted and that's
11 what was in the petition.

12 A. I understand that that's --

13 Q. That's not invisible, is it? I mean, you
14 said you didn't know --

15 A. With respect to --

16 EXAMINER AGRANOFF: One moment. We're
17 going back to talking over each other.

18 THE WITNESS: With respect to where --
19 some contractual 14-day payment interval, yes, it is
20 invisible. I don't know where you're getting the
21 14-day payment interval.

22 By Ms. Bloomfield:

23 Q. The 14-day payment interval referred to
24 the actual number of days that COI had from the date of
25 receipt of the invoice to the date -- the due date on

286

1 the invoice. That's what the petition said.

2 A. Okay.

3 (Discussion off the record.)

4 By Ms. Bloomfield:

5 Q. You were -- I only think I have one other
6 question. You were asked a question about -- from, I
7 think it was, Attorney Examiner Lynn concerning the
8 testimony of Mr. Vogelmeier that there -- that there
9 were instances, particularly one instance when Embarq
10 failed to pay COI for a period of three or four months,
11 and you indicate -- then you gave us an explanation of
12 how the billing payment cycle is supposed to work
13 within -- within Embarq, but are you denying that after
14 that period of time -- are you -- on the one hand you
15 said you weren't intimately familiar with that
16 particular instance; is that correct?

17 A. That's correct.

18 Q. Are you familiar at all with that
19 instance?

20 A. I'm vaguely familiar with it, yes.

21 Q. What is "vaguely familiar"?

22 A. Well, let me explain that. I've seen the
23 settlement agreement with respect to that.

24 Q. So there was -- that was -- that blew into
25 a dispute that required a settlement agreement;

287

1 correct?

2 A. Correct.

3 Q. All right. And isn't it the case that in
4 that situation there were three or four months that
5 passed, and Embarq did not even dispute any of those
6 prior invoices, but waited about three or four months
7 and then disputed all three or four invoices at one
8 time?

9 A. I don't know that to be the case.

10 Q. You know other parts, but you don't
11 know --

12 A. As I said, I've seen the settlement
13 agreement. I don't believe that was delineated in the
14 settlement agreement.

15 Q. Actually, I think that I do have one
16 more. You also indicated, and I think this was in
17 response to one of the questions, that vendors should
18 set up their own internal payment procedures -- excuse
19 me. Your customer should set up their own internal
20 payment procedures, so that if they have agreed to a,
21 for example, a 30-day period for payment of bills to a
22 particular vendor, they can actually make the payments
23 within that period of time; isn't that the case?

24 A. Yes.

25 Q. Doesn't that assumption assume or

288

1 doesn't -- let me go back. Let me rephrase that. A
2 customer would set up an internal payment procedure to
3 meet the 30 days on the assumption that that customer
4 is going to be rendered accurate bills, would it not?

5 MR. STEWART: I'm going to object, because
6 it asks for him to speculate upon what basis a customer
7 would set up its accounts payable system.

8 MS. BLOOMFIELD: He already said that in
9 his question, Your Honor -- his answer to your question
10 said that's what a vendor would do, so I think I'm
11 entitled to ask him when the vendor was setting up the
12 internal payment process, as Mr. Hart talked about,
13 wouldn't the assumption be that he was going to be
14 receiving accurate bills from the particular vendor.

15 MR. STEWART: And my objection is Mr. Hart
16 has no basis for making -- he has no basis for
17 speculating on whether the vendor makes that
18 assumption -- or the customer makes that assumption.

19 (Discussion off the record.)

20 EXAMINER AGRANOFF: The witness -- I think
21 we're good. The witness can respond in the context of
22 what he assumed at the time that you made the statement
23 when you were being cross-examined.

24 THE WITNESS: In the validation of
25 bills -- in the processes a customer designs to

289

1 validate one's bills, generally you have a context, you
 2 have a -- this bill is going to be 20-percent accurate,
 3 it's going to be 50-percent accurate, it's going to be
 4 80-percent accurate or 100 maybe or maybe you just
 5 operate it's going to be nearly all right or nearly all
 6 wrong, and your payment systems would be -- would be
 7 formed and informed by those -- by those -- it's almost
 8 like the medical concept of triage. You have a bunch
 9 of patients coming in. The ones that are going to die,
 10 you let die. The ones that are going to live, you
 11 expend your medical resources on. If you've got bills
 12 coming in the door that are largely junk, then you're
 13 not going to pay them in 30 days. If they're largely
 14 junk, you're not going to pay them in 180 days; the
 15 point here being we've rendered something like 50 to
 16 \$55 million of bills to COI in the last 10 years as
 17 we've -- as we were calculating out over the past
 18 couple of days. There is some error rate in those
 19 bills. I won't -- I won't fail to acknowledge that,
 20 but we're not talking about -- we're not talking about
 21 bills that are 80, 100 percent junk, 80, 100 percent
 22 bogus.

23 By Ms. Bloomfield:

24 **Q. You seem to indicate that an error rate**
 25 **was just like a -- you saw the -- you know that there**

290

1 **is a significant amount of billing material that COI**
 2 **receives every month; correct?**

3 A. I know that.

4 **Q. And so even if there were one or two**
 5 **errors, just the volume of going through those bills**
 6 **would take some amount of time; correct?**

7 A. Yes.

8 **Q. And are you -- when a vendor sets up its**
 9 **system to process bills that it gets, a customer sets**
 10 **up a process to pay bills, especially if the customer**
 11 **is a new customer and he sees a 30-day payment term, he**
 12 **agrees to it. At the beginning he has no idea, does**
 13 **he, about the quality of the bills that he's going to**
 14 **be getting from the other party?**

15 MR. STEWART: Objection. It calls for
 16 speculation. Even though a customer may never have
 17 received a bill from a vendor, it might know from a
 18 fellow customer in the industry what sorts of quality
 19 bills that particular vendor issued. In any event,
 20 it's pure speculation.

21 MS. BLOOMFIELD: Your Honor, that's
 22 exactly my point. I think it was pure speculation, his
 23 answer to you was pure speculation on what he -- how he
 24 thought people would set up their payment centers.

25 MR. STEWART: I object to counsel

291

1 characterizing or offering an opinion about the
 2 witness' testimony. It's inappropriate.

3 MS. BLOOMFIELD: I'll withdraw it, Your
 4 Honor.

5 EXAMINER LYNN: You'll not pursue the
 6 question further?

7 MS. BLOOMFIELD: Correct.

8 EXAMINER LYNN: All right. Any further
 9 questions? Did you have any further questions?

10 MS. BLOOMFIELD: No, Your Honor, I don't.

11 EXAMINER LYNN: Mr. Stewart.

12 MR. STEWART: Thanks.

13 REDIRECT EXAMINATION

14 By Mr. Stewart:

15 **Q. Mr. Hart, do you know whether COI has ever**
 16 **been advised by Embarq that payments were overdue and**
 17 **that unless payment is received within a certain amount**
 18 **of time, IRES will be suspended?**

19 A. It is my understanding that we have
 20 advised them of that, yes.

21 **Q. You were asked some questions regarding**
 22 **using the actual receipt date of the invoice as the**
 23 **starting period to trigger certain actions. Do you**
 24 **recall that?**

25 A. Yes.

292

1 **Q. Do you know whether that creates any**
 2 **difficulties because Embarq uses automated systems to**
 3 **take certain steps with respect to billing and**
 4 **collection?**

5 A. Not that I'm aware of.

6 **Q. Now, there was some discussion regarding**
 7 **industry standards with respect to when bills are**
 8 **due -- how soon bills are due after they're invoiced.**
 9 **Bills that you receive for credit cards and other**
 10 **utility services, for example, are those typically due**
 11 **in fewer than 30 days from the invoice date?**

12 A. Most credit cards have a 25-day payment
 13 interval, and a few of them, American Express for one,
 14 not to cast aspersions here, but I think American
 15 Express has, like, a 17 or 18 day; so an under 30
 16 day -- even though a 30 day might be a commercial
 17 standard recognized the world over for decades and/or
 18 centuries, it seems to be winding -- the cycle seems to
 19 be quickening. The number of days seem to be
 20 decreasing as time progresses.

21 **Q. Are utility bills you receive from your**
 22 **utility suppliers due sooner than 30 days from the date**
 23 **of the invoice?**

24 A. For my home utility service?

25 **Q. Yes.**

293

1 A. I think they almost always are, yes.
 2 Q. Based on your examination of the time that
 3 it takes Embarq to deliver the invoice to COI, do you
 4 have an opinion on whether COI has, on average, more
 5 than 14 days to pay the invoice?

6 A. I think calculating based on numbers that
 7 I have in my testimony and what we've heard here over
 8 the past day or two, we have -- if they're receiving a
 9 day -- an invoice 15 days, let's call it, after the
 10 invoice date -- I don't think that's generally the
 11 case. I think those are the outliers. I'm not saying
 12 that it's never happened. I'm saying that it seldom
 13 happens, but let's say that at that seldom occurrence
 14 that they receive it 15 days after the invoice date.
 15 If they take 35 days to validate it past that point,
 16 they'll be paying it at Day 50, and at Day 50, we will
 17 have sent a -- we will have sent a letter that -- a
 18 45-day notice letter stating that they -- that further
 19 action -- or please pay your bill or further action
 20 will be taken on our part if you don't pay it. I don't
 21 think that's a -- I don't think the 45-day letter and
 22 even a 55-day letter is an uncommon occurrence in this
 23 instance.

24 Q. You were asked a question regarding an
 25 assumption a customer might make in setting up its bill

294

1 validation system and more specifically whether the
 2 customer would assume that it was receiving an accurate
 3 bill. Do you recall that?

4 A. Yes.

5 MS. BLOOMFIELD: Your Honor, may I stop
 6 for a moment? You asked questions. I asked some
 7 questions. I think he was getting to my questions, not
 8 your questions.

9 EXAMINER LYNN: I think that's a
 10 legitimate objection. Mr. Stewart, if you have
 11 follow-up based on what I had asked, that's fine, but
 12 you were asking about something Miss Bloomfield had
 13 raised or not -- in the words that she had raised it.

14 MR. STEWART: So she can do redirect -- or
 15 recross, and I can't do redirect on her recross? Is
 16 that what you're saying?

17 EXAMINER AGRANOFF: Let's go off the
 18 record for a minute.

19 (Discussion off the record.)

20 MR. STEWART: I'm done.

21 EXAMINER LYNN: Do you have --

22 EXAMINER AGRANOFF: I just had one other
 23 question.

24

25

295

REEXAMINATION

2 By Examiner Agranoff:

3 Q. This had to do with the security deposit
 4 issue. Is there any contemplation to reduce the
 5 requested security deposit level after a probationary
 6 period of some period of time?

7 A. We have not discussed that. I'm not
 8 saying that we would be entirely opposed to it, but we
 9 have not discussed that.

10 EXAMINER LYNN: I have one other question
 11 as well.

REEXAMINATION

13 By Examiner Lynn:

14 Q. Going back to what we discussed earlier on
 15 the security deposit, you had indicated that, if I
 16 understood you correctly, the language that you were
 17 proposing under the interconnection agreement for
 18 security deposits is similar, if not identical, to the
 19 language you are using in interconnection agreements
 20 with other carriers currently; am I correct about that?

21 A. That's correct.

22 Q. Okay. Is that because -- and this ties in
 23 with what some of your testimony was --
 24 (Discussion off the record.)

25 Q. Are you doing so because, and this ties

296

1 with some of your testimony on Page 12, because of the
 2 difficulties of -- financial difficulties of
 3 competitive local carriers in general, that is, you're
 4 tightening up on security deposit language because not
 5 just in your mind, not just COI, but other competitive
 6 carriers are also failing and having financial problems
 7 and so forth?

8 A. That is my understanding of why we are --
 9 we are tightening up the security deposit conditions,
 10 because of the general nature of the competitive
 11 carrier market.

12 Q. Thank you. That does clarify it in my
 13 mind.

14 Finally, Mr. Stewart early on had asked --
 15 or made a motion that Mr. Hart's testimony be admitted
 16 into evidence way back, several hours ago.

17 Miss Bloomfield --

18 MR. STEWART: I would have forgotten by
 19 now otherwise.

20 MS. BLOOMFIELD: No objection, Your
 21 Honor.

22 EXAMINER LYNN: We'll admit Embarq Exhibit
 23 1, which is Mr. Hart's testimony, into evidence, and
 24 we'll take a break now for lunchtime. We will be back
 25 at 1:30. That will give us an hour.

<p style="text-align: right;">297</p> <p>1 (Witness excused.) 2 (EXHIBIT ADMITTED INTO EVIDENCE.) 3 (EXHIBIT HEREBY MARKED FOR IDENTIFICATION 4 PURPOSES.) 5 EXAMINER LYNN: Let's go back on the 6 record, Valerie. Thank you. We're down to Embarq's 7 final witness, and, Ms. Londerholm, if you'll raise 8 your right hand, please. 9 CHRISTY V. LONDERHOLM, 10 being by Examiner Lynn first duly sworn, as hereinafter 11 certified, testifies and says as follows: 12 EXAMINER LYNN: Thank you. Mr. Stewart, 13 there was some discussion between Ms. Londerholm and 14 Mr. Agranoff right before we started. Do you intend to 15 start with Mr. Maples' testimony, which Miss Londerholm 16 will be adopting? 17 MR. STEWART: Correct. 18 EXAMINER LYNN: That will be public record 19 totally, because there's nothing in his testimony that 20 was confidential, so -- 21 MR. STEWART: Correct. 22 EXAMINER LYNN: Please go ahead. 23 DIRECT EXAMINATION 24 By Mr. Stewart: 25 Q. Please state your name and spell your last</p>	<p style="text-align: right;">299</p> <p>1 well, Lines 1 through 6 on Page 4 and then Lines 14 2 through 17 on Page 4. Does everyone have that? 3 By Mr. Stewart: 4 Q. Now, Ms. Londerholm, would you look at 5 Page 4 and provide your answer to the question that is 6 on Line 13 of Page 4, "Have you testified before any 7 regulatory commissions?" 8 A. Yes. I have previously testified before 9 state regulatory commissions in Texas, Nevada, Florida, 10 and Georgia. 11 Q. Thank you. Are there any other changes or 12 corrections that you wish to make to Embarq Exhibit 2? 13 A. No. 14 Q. If I were to ask you today the questions 15 that appear in Embarq Exhibit 2, would your answers be 16 the same as shown in Embarq Exhibit 2? 17 A. Yes, they would. 18 MR. STEWART: I move the admission of 19 Embarq Exhibit 2 and make Miss Londerholm available for 20 cross. 21 EXAMINER LYNN: Miss Bloomfield. 22 CROSS-EXAMINATION 23 By Ms. Bloomfield: 24 Q. Good afternoon. 25 A. Good afternoon.</p>
<p style="text-align: right;">298</p> <p>1 name. 2 A. Christy V. Londerholm, 3 L-o-n-d-e-r-h-o-l-m. 4 Q. And what is your business address and 5 where are you employed? 6 A. 5454 West 110th Street, Overland Park, 7 Kansas 66211. I'm employed as Costing Manager for 8 Embarq. 9 Q. Do you have before you what's been marked 10 as Embarq Exhibit 2? 11 A. Yes, I do. 12 Q. Can you identify that document? 13 A. It's the Direct Testimony of James M. 14 Maples on behalf of United Telephone Company of Ohio. 15 Q. And are you going to adopt that testimony 16 as your own today? 17 A. Yes, I am. 18 Q. Let's make the necessary corrections based 19 on the fact that you're not Mr. Maples initially. 20 We would propose deleting, starting on 21 Page 2, Line 4 through Page 4, Line 6, then also on 22 Page 4, Line 14 through Line 17. 23 MS. BLOOMFIELD: Would you give me those 24 again? On Page 4 what? 25 MR. STEWART: Sure. The continuation --</p>	<p style="text-align: right;">300</p> <p>1 Q. I'm going to start directly with Page 5 of 2 the testimony. Is it your understanding that COI 3 disputes Embarq's right to recover the conditioning of 4 copper -- conditioning of copper loops? 5 A. No, that's not my understanding. It's my 6 understanding that COI believes that those rates are 7 recovered elsewhere. 8 Q. They are recovered -- 9 A. Elsewhere. 10 Q. Looking at line -- or rather at Page 6, if 11 the Arbitration Panel would find that Embarq is already 12 recovering compensation in the price of the DS1 for 13 loop conditioning costs, would you agree that the 14 language suggestion made by COI adding the phrase, 15 quote, "Because included in line conditioning," in the 16 definition of DS1 loop would be accurate? 17 MR. STEWART: I object. It calls for the 18 witness to speculate on what the Panel might do. 19 MS. BLOOMFIELD: Your Honor, it's a 20 hypothetical, and I'm just -- I'm just merely saying if 21 the Arbitration Panel would conclude that we are 22 correct and that the loop conditioning charges are 23 already in the DS1 charges, isn't it -- wouldn't it 24 be -- wouldn't the language that COI proposed that 25 says, "Because included in line conditioning," be</p>

301

1 appropriate. I think that's a fair question. The
2 testimony has set out what their position is, what our
3 position is, and I'm just saying -- I gave her a
4 what-if question. There is nothing improper about that
5 question.

6 (Discussion off the record.)

7 EXAMINER LYNN: We'll let the opinion --
8 excuse me. We'll let the witness answer if she has an
9 opinion on that question.

10 THE WITNESS: Embarq follows the
11 guidelines and what's -- what we're given and ordered
12 by this Commission in operating a business, so if this
13 Arbitration Panel and the Commission says that DS1 loop
14 conditioning is recovered elsewhere, then Embarq will
15 follow the guidelines and rules as they're proposed to
16 it.

17 By Ms. Bloomfield:

18 **Q. Looking at Page 7, Line 17, is it your**
19 **position that the definition of a DS1 loop in Embarq's**
20 **proposed ICA must, as a matter of either law or**
21 **regulation, conform exactly to the FCC definition?**

22 A. I'm not an attorney, so I don't know that
23 I can answer it from -- and I won't answer it from an
24 attorney's perspective. I'll answer from a business
25 perspective which says the FCC has established many

302

1 rules, and it's best for a business proposition and as
2 business partners to follow the FCC guidelines and the
3 definitions that they put forth, and so that's why I
4 think it's a wise decision to follow what the FCC has
5 in terminology.

6 **Q. Do you know whether the definitions in the**
7 **proposed ICA, to the extent that the FCC also defines**
8 **the same terms, are also identical to the FCC**
9 **definitions?**

10 A. That question seems rather broad to me, so
11 I'm not sure -- if you could rephrase it to me.

12 **Q. You made the point here that -- your**
13 **testimony made the point here that the definition of --**
14 **that the DS1 definition conformed to the FCC**
15 **definition, and I'm merely asking you to the extent**
16 **that there are other definitions in the proposed ICA,**
17 **are they likewise identical to the FCC definitions to**
18 **the extent that the FCC defines those same terms?**

19 A. I do not know. I do not know the ICA
20 agreement in detail. I don't work with it that
21 closely.

22 **Q. Okay.**

23 EXAMINER AGRANOFF: Just so we're clear,
24 Miss Bloomfield, when you spoke of the ICA agreement,
25 you're speaking of the one that's being proposed in

303

1 this proceeding?

2 MS. BLOOMFIELD: Yes. Yes, Your Honor. I
3 think I mentioned that the first time, but not the
4 second time, yes, the proposed ICA.

5 By Ms. Bloomfield:

6 **Q. If you'll turn to Page 14 of that**
7 **testimony, Exhibit 2, the question was asked whether or**
8 **not all of DS1 loops have to be conditioned, and the**
9 **short answer there on Line 2 was "absolutely not"; is**
10 **that correct?**

11 A. That's -- that's correct. That's the way
12 that reads.

13 **Q. So isn't it true that some DSL loops may**
14 **require some conditioning or maybe others may require**
15 **no conditioning?**

16 A. Let me -- let me first be clear about when
17 we're talking about DS1 loops. When COI orders a DS1
18 loop, it's also possible that the DS1 service is
19 already working at that location; so, in that case,
20 there is no conditioning that needs to take place. The
21 loop is simply handed off as a DS1 because it's already
22 functioning as so. So when we're talking about loop
23 conditioning actually happening, we're talking about
24 the population in which the service there is not a DS1,
25 and Embarq must take a look at the facilities to see

304

1 whether or not what kind of construction needs to
2 happen in order to hand off those facilities as a DS1
3 service.

4 **Q. Thank you for clarifying that, but even in**
5 **the case where you don't have an existing DS1 or, you**
6 **know, that's not already in use, is it always the case**
7 **that if a customer orders a DS1 to a new location, that**
8 **that line would have to be conditioned? You said**
9 **Embarq was going to take a look at it --**

10 A. Correct.

11 **Q. -- to see whether or not it required loop**
12 **conditioning?**

13 A. Loop make-up will typically be ordered so
14 that we can take a look to see what's on that
15 particular piece of copper, see what needs to be
16 removed in order for it to function as a DS1, if
17 there's anything on there that does need to be removed.

18 **Q. So it is possible that there might be**
19 **something -- that there would be nothing on there that**
20 **would need to be removed; is that correct?**

21 A. That would be correct.

22 **Q. To date, isn't it true that Embarq has**
23 **required COI, since October of 2007, to pay loop**
24 **conditioning on all DS1 loops that it has ordered?**

25 A. I'm not aware of that.

305

1 **Q. Isn't it true that Embarq has a policy to**
 2 **require loop conditioning on 100 percent of the cases**
 3 **where a DS1 line is ordered?**

4 A. Again, to the extent the DS1 service is
 5 already working, then, no, we would not have any line
 6 conditioning at all, and to the extent that there's not
 7 any facilities along there that need to be removed,
 8 then there would need to be line conditioning. Outside
 9 of that, for non-HDSL DS1s, I understand that bridge
 10 taps are all removed as well as all repeaters, but for
 11 HDSL technology, it's my understanding that bridge taps
 12 are all removed, but repeaters can stay on. So when
 13 we're talking loop conditioning, it can encompass both
 14 bridge taps and repeater removal.

15 MS. BLOOMFIELD: Your Honor, I think we're
 16 at COI Exhibit 4, are we? I would ask that this
 17 exhibit be marked as Exhibit 4, and that's the one that
 18 I have placed in front of Ms. Londerholm.
 19 By Ms. Bloomfield:

20 **Q. I have handed you an e-mail that says it**
 21 **is from Pam Zeigler, Ms. Londerholm, and that's been**
 22 **marked as Exhibit 4. Is Ms. Zeigler the account**
 23 **representative to COI?**

24 A. Yes, she is.

25 **Q. Okay. And this e-mail is dated Wednesday,**

306

1 **June 4th, 2008; correct?**

2 A. Yes, it is.

3 **Q. Okay. And would you agree that this**
 4 **e-mail that was sent to Mr. Vogelmeier basically states**
 5 **that Embarq requires 100 percent conditioning for its**
 6 **own T1 loops, and, therefore, it requires 100 percent**
 7 **T1 conditioning for every loop that COI would order?**

8 A. That is what the document says, and,
 9 again, I would -- I would like to explain that there's
 10 100 percent of the bridge taps, which is a portion of
 11 conditioning, that are removed. Our own internal
 12 documentation speak to that, but repeaters can also be
 13 on there, and repeaters are conditioning, also, and
 14 they do not all have to be removed. And I have a
 15 document here from our own internal CLEC conditioning,
 16 and it speaks specifically to the fact that,
 17 "Additional bridge taps and repeaters for DS1
 18 provisioned through HDSL technology will be identified
 19 as optional in the loop make-up information. A DS1
 20 loop that is not provisioned using HDSL technology must
 21 be conditioned to remove all field repeaters and bridge
 22 taps. This conditioning will be identified as required
 23 in the loop make-up information."

24 **Q. So if COI would order a DS1 that is --**
 25 **that uses the HDSL, it wouldn't -- it shouldn't expect**

307

1 **to see conditioning for bridge taps; is that correct?**

2 A. No. If they've ordered a DS1 and Embarq
 3 is able to provide it as HDSL, then Embarq will remove
 4 all bridge taps, and it will be an HDSL service then
 5 that is handed off to COI.

6 **Q. And they won't have to pay a second time**
 7 **to get those removed; right?**

8 A. For that particular loop, they should
 9 not. If they -- it's handed off as a DS1. It's
 10 functioning as a DS1 because all the bridge taps have
 11 been removed when they hand off the service to COI.

12 **Q. When COI orders a DS1 from Embarq, does**
 13 **Embarq indicate whether it's HDSL or not?**

14 A. I do not know how the loop make-up sheet
 15 is handed off to COI. They would have a piece of
 16 paper, and it may say that this is going to be HDSL
 17 service or it may say it's going to be traditional T1
 18 type service, but it depends on the copper facilities
 19 that we have in the plant as to what kind of technology
 20 we would use in order to service the T1.

21 **Q. You had indicated earlier that if the DS1**
 22 **line is already in service, it would not require -- it**
 23 **would not require additional conditioning; correct?**

24 A. Yes.

25 **Q. Do you have any idea of approximately the**

308

1 **percentage of time that a DS1 is in service and would**
 2 **be ordered by another carrier, another customer?**

3 A. I do not.

4 **Q. How does a customer verify that Embarq is**
 5 **actually performing the conditioning after it's been**
 6 **told that a line needs to be conditioned?**

7 A. I'm not sure that it would be possible to
 8 physically go out and check it, but, obviously, the DS1
 9 service has been ordered. The discussion has been made
 10 with the CLEC, with COI, because they've ordered a loop
 11 make-up and we said these particular things need to
 12 happen in order for that service to be turned up and
 13 working, and then we would turn the service over to
 14 COI. Now, it would be by the opposite of checking in
 15 that if the service wasn't working, if COI then had a
 16 complaint from their customer saying I'm sorry, my DS1
 17 service is not working, then they would know that the
 18 bridge taps had not been removed, but DS1 customers for
 19 both Embarq and for COI, I'm sure, they're very highly
 20 valued customers. In our entire network where we
 21 have -- and in my model we have approximately 467,000
 22 two-wire lines, we have less than 10,000 DS1s. The
 23 revenue generation for DS1 is high, and so they are a
 24 valued customer, that removal of all those bridge taps
 25 is right in line with Embarq's own engineering

<p style="text-align: right;">309</p> <p>1 standards for offering DS1 service to our own 2 customers, and we have a requirement to have parity 3 with our customers with our CLEC customers. 4 Q. And how is it determined that bridge 5 conditioning is needed? Does Embarq go to its business 6 records? Does it do a site survey? How does it 7 determine that? 8 A. When the -- my understanding is the 9 service would be ordered, and it goes to our 10 engineering department, who then look into our records 11 to determine what -- what is along the path of that 12 particular copper loop to the customer to determine 13 where along that path any services need to take place 14 in order to turn up the service. 15 Q. If the records say that there is something 16 along the path that needs to be removed, is that when 17 the conditioning charge gets placed to the customer? I 18 mean, that's when the customer is charged, because the 19 records say so? 20 A. I'm not sure how that process works. Now, 21 I know that then the CLEC has the opportunity to decide 22 whether they want to pursue that particular customer, 23 whether their business plan allows for them to 24 incorporate the additional cost of conditioning the 25 loop or whether they need to pass on that particular</p>	<p style="text-align: right;">311</p> <p>1 particular order in adopting this testimony? 2 A. Yes, I did. 3 Q. And did you specifically review Footnote 4 358 which showed the factual basis upon which the FCC 5 concluded that 10 was -- 10 DS1 lines was the 6 appropriate number before the crossover to a DS3 line? 7 A. Did you say Footnote 10? 8 Q. No. I said Footnote 358. 9 If we can go off the record? 10 EXAMINER LYNN: Sure. 11 (Discussion off the record.) 12 By Ms. Bloomfield: 13 Q. So you've had an opportunity to look at 14 Footnote 358? 15 A. Yes, I have reviewed that footnote. 16 Q. Okay. And after reading the footnote, 17 would you not agree that the FCC based its 10 DS1 18 circuit cap on the basis of the carrier information 19 that it had before it? 20 MR. STEWART: I'm going to object. The 21 FCC's order speaks for itself. It's apparently 137 22 pages in length, and whether this footnote constitutes 23 the only rationale that supports any decision the FCC 24 made regarding this crossover point would need to rely 25 upon a review of the entire order to see what, if</p>
<p style="text-align: right;">310</p> <p>1 customer because it's not going to be economic for them 2 to go ahead and serve them. Embarq would be doing the 3 same sort of thing. 4 Q. So Embarq would check the records to say 5 there's X here, we've got a condition there that's 6 going to cost you Y, and at that point the customer 7 decides whether or not they want to go ahead and order 8 it, but there is no verification of that, that there's 9 really something that needs -- that there is 10 conditioning required other than the look at the 11 business record? 12 A. I believe that to be -- I believe that to 13 be so. 14 Q. I'm now turning to Issue 10 on Page 14, 15 and there is a discussion there on dedicated transport 16 that begins on Page 14 and I think ends on Page 17 of 17 the testimony, and within that there is a reference to 18 the FCC's ruling in the Triennial Review Remand Order, 19 which I think is located on page -- or line -- Page 15, 20 Line 7 to -- 7 to 17; is that correct? 21 A. Yes. Yes, the question being, "What is 22 the relevant FCC regulation?" 23 Q. Yes. 24 A. Then the answer starts on Line 8. 25 Q. Right. Okay. Did you review that</p>	<p style="text-align: right;">312</p> <p>1 anything, else they may have said about it; so it's 2 inappropriate to ask this witness whether that footnote 3 is the only basis for the conclusion, apart from which 4 the order speaks for itself. It's improper to 5 characterize the FCC's opinion in terms of what all 6 their rationales were. 7 MS. BLOOMFIELD: Your Honor -- pardon me? 8 EXAMINER LYNN: Do you have a response to 9 that? 10 MS. BLOOMFIELD: Yes, Your Honor. I think 11 it's appropriate to ask the question. She cited the 12 order. This is a footnote. I didn't say it was the 13 only one. I didn't say it was the only thing in the 14 order that talked about this relationship between 10 15 DS1s and a DS3, but I am asking her to look at Footnote 16 358 which contains information about -- where -- to the 17 point in the FCC's order where it concludes that it's 18 appropriate to have a cap on 10 DS1s at the place 19 before a customer would have to order a DS3. 20 EXAMINER AGRANOFF: Why don't we try it 21 this way, ask the witness whether or not this was -- 22 this footnote was the basis on which she included it in 23 her testimony or that it's included in the testimony. 24 MS. BLOOMFIELD: That's a good question as 25 far as I'm concerned.</p>

313

1 By Ms. Bloomfield:

2 **Q. Do you know whether -- did you conclude**
3 **that the 10 -- the cap on 10 DS1s quoted by the FCC was**
4 **explained in Footnote 358?**

5 A. No. The -- the reference in the testimony
6 starting on Page 15, Lines 10 through 13, speak just
7 explicitly to Paragraph 128 and reach the actual
8 finality of result that 10 is the final number. It
9 nowhere says that it's a guideline that every
10 negotiation should look at what the crossover point is
11 for those particular negotiations. It says the cap is
12 10, and this Commission has found the same cap to be
13 true in Case No. 05-887-TP-UNC with SBC, and, in fact,
14 this Commission wrote, "We agree with the FCC's
15 reasoning and the record for an efficient carrier who
16 aggregates sufficient traffic on DS1 facilities, which
17 the FCC record reveals is approximately 10 DS1
18 transport facilities. That carrier" -- and in this
19 case we'd be talking about COI -- "should have
20 generated enough revenue to be economically capable of
21 deploying a DS3 facility or lease a DS3 facility from
22 an alternative provider." I also recall Mr. Vogelmeier
23 telling us yesterday that he has alternative providers
24 on the routes that he's looking at. And so that
25 portion of the testimony is referring explicitly to a

314

1 final number that the FCC found and a final number that
2 the PUCO found.

3 **Q. Right, but doesn't your testimony**
4 **specifically cite to Paragraph 128 and in that -- in**
5 **Paragraph 128 in the FCC's order is the paragraph that**
6 **has a further explanation of what they concluded in**
7 **148, which is Footnote 358; correct?**

8 MR. STEWART: Objection for a second. I
9 think there was a reference to 148.

10 MS. BLOOMFIELD: 128 you heard or you
11 should have heard. I apologize.

12 MR. STEWART: Well, I think the record
13 will --

14 EXAMINER LYNN: Yes, but I think you're
15 referring to 128, Paragraph 128.

16 MR. STEWART: Again, my objection is the
17 FCC order says what it says.

18 MS. BLOOMFIELD: Then should we move to
19 strike this portion of the testimony? Because you all
20 have cited the testimony, I believe I'm entitled to
21 cross her. Now, if you want to take it out of the
22 testimony, that's fine with me.

23 MR. STEWART: No, I don't want to take it
24 out of the testimony. I don't think it's appropriate
25 to strike it. What I think is inappropriate is to ask

315

1 her -- well, first of all, she's already said she
2 relied on Paragraph 128 and didn't rely on what
3 Footnote 358 says, but the point is -- my point is
4 asking her to characterize the FCC's rationale and
5 imply that, well, this is the only basis for --
6 she's -- she can't do that. The FCC did say what it
7 said both in the footnote and the paragraph, but Ms.
8 Londerholm's characterization is immaterial.

9 EXAMINER AGRANOFF: I think this is an
10 issue that potentially could be addressed on brief.

11 MS. BLOOMFIELD: Your Honor, I just do
12 want to clarify the record somewhat, and I think this
13 is what she said and I know that Mr. Stewart reported
14 it -- or repeated it, if it was true that Ms.
15 Londerholm said that she did not rely on Footnote 358.

16 By Ms. Bloomfield:

17 **Q. Is that correct?**

18 A. That is correct.

19 **Q. Thank you. Isn't it true that the**
20 **proposed price for a DS1 from the Mansfield Wire Center**
21 **to Wooster currently, the wire center, is \$131.25?**
22 **That's for one DSL.**

23 EXAMINER LYNN: Where are you looking in
24 the testimony?

25 MS. BLOOMFIELD: Pardon me?

316

1 EXAMINER AGRANOFF: Where in the testimony
2 are you looking?

3 MS. BLOOMFIELD: That was the price list
4 that we had before, and that's -- it came right out of
5 the price list, so I assume that Mr. Maples would have
6 been familiar with it, but I don't know. If she's not,
7 that's fine and we'll move on.

8 THE WITNESS: Mr. Maples nor myself are
9 the transport cost experts at Embarq. Because the
10 rates were never brought up as an arbitration issue, we
11 didn't bring forward any transport cost experts.

12 By Ms. Bloomfield:

13 **Q. If I had taken the word transport out,**
14 **would you be able to reply to the question, for DS1?**

15 MR. STEWART: Excuse me. Is the question
16 does she know whether the rate from Mansfield to
17 Wooster is \$125, whatever odd cents?

18 MS. BLOOMFIELD: \$131.25, yes.

19 MR. STEWART: I'm sorry.

20 By Ms. Bloomfield:

21 **Q. Under the proposed ICA.**

22 A. I have not reviewed any of those. Because
23 they are transport routes, taking the word out does
24 not -- doesn't disqualify the fact that that's what it
25 is.

<p style="text-align: right;">317</p> <p>1 Q. Looking at Page 18 of the testimony, 2 Line -- actually, it appears several places, but I'm 3 focusing on the term excessive. COI proposed to strike 4 the word excessive from Section 54.3.1, and Embarq 5 resisted that deletion, and then there is -- then there 6 is testimony about the disagreement beginning with the 7 question that begins on Line 16 of Page 18. Do you see 8 that? 9 A. Yes, I do. 10 Q. Okay. Do you agree that the term 11 excessive is a term that's subject to subjective 12 interpretation? 13 A. I would agree in a broad context it would 14 be, but I think in the context of what we're discussing 15 here, which is bridge taps, excessive means that we 16 would remove any excess that causes the loop to not 17 function for the particular service over which -- for 18 which it's been ordered. 19 Q. In your interpretation of that section, do 20 you see "excessive" modifying bridge taps, load coils, 21 low-pass filters, range extenders, and similar devices, 22 or do you see it just modifying bridge taps? 23 A. I would believe it would be excessive for 24 any of that list. 25 Q. And if I heard you correctly, you were</p>	<p style="text-align: right;">319</p> <p>1 are two competing versions of the language, and the 2 Commission needs to decide which one of those is more 3 appropriate, and I don't think it's proper at a hearing 4 to pick an unrelated set of language out and say would 5 you agree to this one instead of the one you proposed. 6 That's in the nature of a settlement discussion and not 7 really directed to the two sets that we have before 8 us. 9 MS. BLOOMFIELD: Your Honor, I asked her 10 what her definition of excessive was. I had no idea 11 what she was going to tell me before her answer, and 12 she gave me an answer, which is -- which is one you 13 would not find in Webster's Dictionary, and it applies 14 specific to this -- to this particular context, and 15 that definition sounds a whole lot more reasonable than 16 the generic term "excessive," so I was just testing as 17 to whether or not that would be an appropriate -- that 18 would be an appropriate alternative. I don't -- I 19 think that's a fair question and -- so that's exactly 20 why I asked the question. I don't understand the 21 objection. We were continuing along the lines of 22 excessive is inappropriate because it's too broad. 23 (Discussion off the record.) 24 EXAMINER LYNN: We'll let the witness 25 answer to the extent you have an opinion on this.</p>
<p style="text-align: right;">318</p> <p>1 saying your definition -- the definition of excessive 2 as applied in this particular section means that it 3 would be enough of bridge taps, et al., that would keep 4 the line from functioning as a DS1 line; is that 5 correct? 6 A. No, because we're actually talking about 7 DSL lines and DS1 lines. These are all conditioned 8 loops, not just DS1s. 9 Q. Okay. Well, then instead of the -- 10 whatever line we're talking about. 11 A. Okay. 12 Q. That would mean that excessive means 13 enough to -- enough of these items that without taking 14 them off, the line couldn't function the way it was 15 supposed to function; is that correct? 16 A. That would be correct. So if there were 17 ten and we only needed to remove one, then that one was 18 the excessive count. 19 Q. If that were the case, rather than the 20 word excessive, would you have an objection to an 21 explanation along the lines that you just gave, in 22 other words, to remove the bridge taps, et cetera, 23 which would interfere with the use of the line for 24 which it is being provisioned? 25 MR. STEWART: I'm going to object. There</p>	<p style="text-align: right;">320</p> <p>1 THE WITNESS: I would not make a change. 2 I am not, as I said, overly familiar with the ICA 3 itself, but it would not surprise me that a paragraph 4 before, a paragraph after makes some more understanding 5 around the types of service and how the loop is 6 supposed to be provisioned once we hand it off, what 7 are the technical requirements once we hand the loop 8 off, and so it wouldn't surprise me to find out that 9 somewhere within the context of this area it describes 10 that; so the "excessive" that is in here is meant to 11 tie into the contract as a whole. I also, not being an 12 attorney, would not feel comfortable making changes to 13 a contract without getting advice from counsel. 14 By Ms. Bloomfield: 15 Q. Did I understand that you do not know what 16 the paragraphs above or below or whether there's any 17 context that has been provided in this proposed ICA for 18 the term excessive; isn't that correct? 19 A. That's correct. 20 Q. Okay. If you were a purchaser of -- 21 subject to the -- purchaser of DS1 subject to this 22 provision, how would you determine whether there are 23 excessive bridge taps, load coils, et cetera? Would 24 you have to rely exclusively on Embarq? 25 A. If I was a purchaser and I was purchasing</p>

321

1 from Embarq, then I would rely on Embarq, and I
2 would -- would want from Embarq for them to be running
3 an efficient company, so I would not want them to be
4 removing too many bridge taps. I would want them to be
5 removing the right number of bridge taps in order to
6 get me the service that I need, and we, as a
7 partnership, then can move forward in an efficient
8 manner.

9 **Q. How do you assure that that's -- I'm sure**
10 **that's what any customer would want. How would you**
11 **assure yourself that indeed that was happening, that**
12 **they were only removing the appropriate amount?**

13 MR. STEWART: I'm going to object. It is
14 not an issue in this arbitration whether Embarq is
15 cheating COI by charging for the removal of bridge taps
16 which, in fact, it doesn't remove, and, in fact,
17 adopting the language that COI has proposed here, which
18 deletes the word excessive, would not assist on that
19 dimension. COI would still have the same issue of
20 verifying whether Embarq was charging for something
21 that it actually did, so whether Embarq is cheating or
22 not has nothing to do with which of these languages is
23 more appropriate, apart from not being an issue. I
24 mean, the issue isn't Embarq is lying and cheating, we
25 gotta know how we can prevent that. It's irrelevant to

322

1 the two sets of language. The issue would exist under
2 their language.

3 MS. BLOOMFIELD: Your Honor, we put the
4 language -- we put the whole loop conditioning issue
5 in, and we put the language, specifically the term
6 excessive in dispute, and I was questioning her about
7 what does excessive mean and how does a customer who is
8 subject to this provision determine whether or not
9 Embarq is following its own rule. A standard should be
10 something that you can measure and verify, and I don't
11 believe that, as written, the standard that Embarq has
12 put forward is something that's verifiable. I was
13 merely asking the witness how would you verify that if
14 that's your standard. I think that's appropriate. The
15 only person who mentioned cheating was Mr. Stewart.

16 (Discussion off the record.)

17 EXAMINER LYNN: Again, I'll let the
18 witness answer to the extent that she can do so.

19 THE WITNESS: First I want to be clear.
20 When we're talking about these loops, we're talking
21 about DSIs and DSL loops. So by asking Embarq to
22 remove every single one of these things for DSL loops,
23 they're creating lots of extra costs, because you do
24 not have to remove all of these, the bridge taps, load
25 coils, low-pass filters, et cetera, that are listed in

323

1 the testimony in order for the DSL loop to function.
2 But if I were in the marketplace and partnering with a
3 company that I'm purchasing the services from and I
4 wanted to verify that the work was being done, then I
5 would have my loop make-up and it would tell me what's
6 going to happen on a particular loop, and I would do an
7 audit. I think that's a reasonable way to go about it,
8 and I would pick ten orders and I would say to Pam
9 Zeigler, who is my account manager, I would like to
10 ride along with the technician as they're performing
11 these functions and see if indeed what is happening out
12 in the field is matching up to the loop make-up as it
13 was given to me, and then I would at least know, and if
14 I had an issue, then I could take it back to my account
15 manager and say we need to be discussing something that
16 might possibly be happening.

17 By Ms. Bloomfield:

18 **Q. You do agree, do you not, that there is**
19 **not a definition of the term excessive in this**
20 **provision?**

21 A. I have not read the entire ICA. I believe
22 there's a definition section. I don't know if
23 excessive is defined within there.

24 **Q. Well, subject to check, I'm telling you**
25 **it's not in the definition section, so assuming it is**

324

1 **not in the definition section and it appears in this**
2 **section, as a standard, there is no definition for**
3 **excessive; isn't that correct?**

4 MR. STEWART: I'm going to object. The
5 language in 54.3.1 speaks for itself. Whether the
6 language in there enables one to put a gloss on
7 excessive should be determined by reading that
8 language. It says what it says.

9 EXAMINER AGRANOFF: I believe we've
10 already established it's not a defined term.

11 MS. BLOOMFIELD: Thank you. I will move
12 on.

13 EXAMINER AGRANOFF: The Commission will,
14 at its own discretion, make the determination --

15 MS. BLOOMFIELD: I will --

16 EXAMINER AGRANOFF: -- as to the
17 appropriateness of the term and as to what it would,
18 therefore, mean if it remains.

19 MS. BLOOMFIELD: Thank you, Your Honor. I
20 will move on.

21 By Ms. Bloomfield:

22 **Q. On Page 19, also talking about appropriate**
23 **level of conditioning, which relates back to the**
24 **provision, the testimony says that, "Embarq will**
25 **provide the CLEC the appropriate level of**

<p style="text-align: right;">325</p> <p>1 conditioning," and then it goes on. Then it goes on to 2 say, "Providing more conditioning than needed benefits 3 neither party." It also says, on Line 18, that Embarq 4 basically provides "CLECs the same level of service 5 that Embarq provides itself." How can COI verify that 6 Embarq is providing the same service to COI that it 7 provides to itself?</p> <p>8 MR. STEWART: Objection. Verification of 9 the provision of services is not an issue that's 10 subject to this arbitration. If there were competing 11 language regarding rights of audit, rights of 12 inspection, then perhaps this would be relevant, but 13 because it's not an issue, I don't think it's 14 relevant.</p> <p>15 EXAMINER AGRANOFF: Mr. Stewart, it's in 16 the statements in the testimony, and counsel is 17 entitled to ask questions with respect to that 18 testimony.</p> <p>19 MR. STEWART: There's no statement in the 20 testimony about the ability to verify, and that's what 21 she's asking about, how can we verify.</p> <p>22 MS. BLOOMFIELD: No. I am -- the 23 testimony says that as a fact Embarq provides the same 24 level of service to itself as it provides to everybody 25 else, and I am entitled to ask her about that</p>	<p style="text-align: right;">327</p> <p>1 integrity. I would stand by them and their Midwest 2 values very strongly. I look at our company across all 3 18 states, and I can assure you that our Ohio property 4 is run very well.</p> <p>5 Q. And I'm not -- I didn't question how the 6 company is being run. I have another question in that 7 same area which has to do with the statement, 8 "Providing more conditioning than needed benefits 9 neither party." Would you explain that statement, 10 please?</p> <p>11 A. There's costs associated with 12 conditioning, and it's the reason why that excessive 13 word is in there. By creating a situation in which we 14 remove more than needs to be removed to provide the 15 service, we drive additional costs to the CLEC by 16 charging them to have all of those removed. We take up 17 additional time of our technicians that might be better 18 used doing something else, when, in fact, it creates no 19 additional benefit because the service would have 20 worked if we would have stopped at the point we needed 21 to for the conditioning.</p> <p>22 Q. I couldn't disagree with you there, but in 23 that case, in the hypothetical that you just went 24 through, isn't it the case that Embarq would have been 25 compensated for removing the extra loop coils or</p>
<p style="text-align: right;">326</p> <p>1 statement, exactly as the Examiner said. That's what 2 I'm doing.</p> <p>3 EXAMINER AGRANOFF: Please proceed.</p> <p>4 THE WITNESS: The language says that 5 Embarq understands its obligations. Embarq has methods 6 and procedures that are internal to the company that 7 apply to Embarq's own retail customers and -- but also 8 apply to CLEC customers in provisioning service to 9 them, and so I can look at the M&Ps, methods and 10 procedures, for both CLEC and for Embarq as a whole and 11 see that those methods and procedures are written to be 12 the same.</p> <p>13 By Ms. Bloomfield:</p> <p>14 Q. They're written to be the same?</p> <p>15 A. (Witness nods head.)</p> <p>16 Q. And that's as far as you could go; right?</p> <p>17 A. If COI -- I would answer the same as 18 before. If COI thinks that something is wrong, then 19 they should call Pam and perform the same sort -- ask 20 for the same sort of audit, we would like to see 10 21 DSIs that are provisioned to Embarq's customers, we 22 would like to see the loop make-up information 23 associated with those, and then we'd like to be able to 24 verify what services are actually performed. I believe 25 that Embarq's employees in Ohio have a high level of</p>	<p style="text-align: right;">328</p> <p>1 whatever? Even though it's not necessary, they still 2 would have been compensated for it; correct?</p> <p>3 A. The -- that's correct, and the sentence 4 says neither party benefits, and so COI doesn't benefit 5 by paying the extra dollars, and Embarq, running as an 6 efficient company, does not want to be performing extra 7 work that doesn't need to take place in the network.</p> <p>8 Q. You're just merely saying that because, in 9 your opinion, Embarq is efficient, Embarq would not 10 want to charge more for a service that maybe isn't -- 11 or charge for a service that maybe isn't needed, but, 12 nonetheless, Embarq would be receiving compensation for 13 whatever it did -- it actually performed, needed or 14 not; correct?</p> <p>15 A. No. If an Embarq technician or 16 construction worker is having to do work for COI that's 17 not necessary, then they're not doing other work that 18 they also need to provide doing something else, and 19 so -- perhaps there's a backup order somewhere else 20 that they've had to set aside because they have to do 21 this extra work for COI.</p> <p>22 Q. Right. But they're still getting 23 compensation for removing the excess or the extra?</p> <p>24 A. They're delaying another order, and they 25 could -- in that case, they could have a customer</p>

<p style="text-align: right;">329</p> <p>1 that's upset because they're having to be delayed, and, 2 therefore, it doesn't benefit Embarq or Embarq's 3 customers.</p> <p>4 Q. Moving on to Page 22 and looking at the 5 top, Lines 3 to 5, which is COI's proposed language for 6 this section, 54.3.2, if it were determined at the end 7 of this arbitration that the DS1 price already included 8 recovery of compensation for loop conditioning, isn't 9 it the case that the language proposed by COI would be 10 appropriate? The language I'm referring to is that the 11 waiver applies exclusively to the DS1 loops.</p> <p>12 A. I don't believe this is the only way to 13 solve that, and, in fact, I would -- I would suggest 14 that adding additional language to a standard contract 15 can create additional administrative issues. I think 16 the way that something like that could be addressed, if 17 this arbitration Panel were to decide that the DS1 loop 18 make-up was indeed being overrecovered, then the price 19 list itself could say loop make-up for non-DS1s, and it 20 could be addressed in a simple manner like that.</p> <p>21 Q. Instead of in the rule here, it would be 22 over in the price list that would make it clear that 23 loop conditioning does not -- charges would not apply?</p> <p>24 A. Embarq will follow the guidelines and what 25 they're ordered by the Commission in what they can</p>	<p style="text-align: right;">331</p> <p>1 Q. Is there any language in Section 54.3.1 2 that puts any additional gloss or meaning on the word 3 excessive?</p> <p>4 A. Yes, and I tried to be clear about that 5 earlier, but specifically what that section says as it 6 identifies excessive bridge taps, load coils, low-pass 7 filters, range extenders, et cetera, have been removed 8 to unable the delivery of high-speed switched wire line 9 telecommunication capabilities including DSL. So the 10 excessive is there and is defined such that once it's 11 taken care of, the delivery of these high-speed 12 switched wire line telecommunication capabilities are 13 there.</p> <p>14 Q. So the excessive bridge tabs, et cetera, 15 are those that one needs to remove to unable the 16 delivery of the services and excluding those that do 17 not need to be removed to unable those services to be 18 delivered?</p> <p>19 A. Yes. That would be correct.</p> <p>20 Q. That's all.</p> <p>21 EXAMINER LYNN: Miss Bloomfield, no more 22 questions on your behalf?</p> <p>23 MS. BLOOMFIELD: Pardon?</p> <p>24 EXAMINER LYNN: You're through with your 25 questioning?</p>
<p style="text-align: right;">330</p> <p>1 charge, and we would find a method to make it clear 2 within the company that those are the guidelines, 3 regulatory guidelines, and we would follow them.</p> <p>4 Q. No further questions, Your Honor.</p> <p>5 EXAMINER LYNN: Mr. Stewart, any 6 redirect?</p> <p>7 MR. STEWART: Yes. May I have a few 8 minutes?</p> <p>9 EXAMINER LYNN: Certainly. 10 (Recess taken.)</p> <p>11 EXAMINER LYNN: Back on the record, 12 please. Thank you. You were going to do redirect on 13 Miss Londerholm.</p> <p>14 MR. STEWART: I have some very brief 15 redirect.</p> <p>16 EXAMINER LYNN: Fine.</p> <p>17 REDIRECT EXAMINATION</p> <p>18 By Mr. Stewart:</p> <p>19 Q. Ms. Londerholm, you were asked whether the 20 word excessive was a defined term in the agreement, and 21 I think it was represented that it was not. That's 22 fine. You were also asked whether excessive is a 23 subjective term, and you agreed that it was. Do you 24 recall that?</p> <p>25 A. Yes, I do.</p>	<p style="text-align: right;">332</p> <p>1 MS. BLOOMFIELD: Yes, Your Honor.</p> <p>2 EXAMINER LYNN: Thank you. Our Panel, 3 Miss Russell, you indicated you had a question?</p> <p>4 MS. RUSSELL: Yes.</p> <p>5 EXAMINATION</p> <p>6 By Ms. Russell:</p> <p>7 Q. Is Embarq proposing to increase line 8 conditioning or loop make-up information charges in the 9 proposed interconnection agreement?</p> <p>10 A. No. COI has agreed to the rates that were 11 offered to them in July of this year, and they are the 12 same rates that are in the Cincinnati Bell 13 interconnection agreement that have been approved by 14 the Commission.</p> <p>15 Q. Okay.</p> <p>16 No questions.</p> <p>17 EXAMINER LYNN: Ms. Green, you had a 18 question?</p> <p>19 MS. GREEN: Yes.</p> <p>20 EXAMINATION</p> <p>21 By Ms. Green:</p> <p>22 Q. Did Embarq submit a loop cost study for 23 the proposed loop conditioning charges in this 24 arbitration?</p> <p>25 A. No, because the loop -- the rates for loop</p>

<p style="text-align: right;">333</p> <p>1 conditioning were not part of the arbitration. The</p> <p>2 rates themselves were not part of the arbitration.</p> <p>3 Q. No further questions.</p> <p>4 EXAMINER LYNN: No further questions.</p> <p>5 Thank you.</p> <p>6 Mr. Agranoff.</p> <p>7 EXAMINER AGRANOFF: Yes.</p> <p>8 EXAMINATION</p> <p>9 By Examiner Agranoff:</p> <p>10 Q. Good afternoon.</p> <p>11 A. Good afternoon.</p> <p>12 Q. The FCC citations that you provide</p> <p>13 relative to the right of the ILEC to charge for loop</p> <p>14 conditioning, those all occurred from 1996 to what time</p> <p>15 frame, do you know?</p> <p>16 A. I believe it would be 2004 with the TRRO.</p> <p>17 Q. And yet the company made its decision to</p> <p>18 begin charging for loop conditioning when?</p> <p>19 A. I believe it's been in our interconnection</p> <p>20 agreements, as far as I know, all along.</p> <p>21 Q. When you say "all along" --</p> <p>22 A. Well, from the 1996 Act, but --</p> <p>23 Q. With respect to COI, was it in the</p> <p>24 interconnection agreement that they are currently</p> <p>25 operating under?</p>	<p style="text-align: right;">335</p> <p>1 A. I think I understood here today that it</p> <p>2 was November of 2007.</p> <p>3 MS. ZEIGLER: October.</p> <p>4 THE WITNESS: And I do not believe that we</p> <p>5 retroactively billed for any of the loop conditioning</p> <p>6 that we could have.</p> <p>7 By Examiner Agranoff:</p> <p>8 Q. Do you know whether Embarq charges itself</p> <p>9 when loop conditioning is necessary?</p> <p>10 A. Embarq would obviously incur a cost to</p> <p>11 condition a loop, and I would believe that as part of</p> <p>12 the business case that's developed for that customer to</p> <p>13 provide that service, it would be a cost that would be</p> <p>14 included in the business case. I am not aware that we</p> <p>15 have a separately identifiable charge that we would</p> <p>16 specifically charge to a customer and identify it as</p> <p>17 loop conditioning, but in developing a business case</p> <p>18 for a new customer that we're going to bring into our</p> <p>19 system as a DS1, we would look at all the costs</p> <p>20 associated with starting up the DS1, maintenance, all</p> <p>21 the additional costs that would be ongoing for that</p> <p>22 customer and the revenue stream you would expect to</p> <p>23 receive from that customer in order to determine</p> <p>24 whether it was a customer that we could serve</p> <p>25 economically.</p>
<p style="text-align: right;">334</p> <p>1 A. Yes, it is.</p> <p>2 Q. What precipitated the change in the</p> <p>3 company's policy as to pursuing loop conditioning since</p> <p>4 it appears as though the company is alleging that they</p> <p>5 were not charged some period of time and then there was</p> <p>6 a change in that policy?</p> <p>7 A. And I've heard that throughout the day</p> <p>8 yesterday and today, and I am not aware of it, but I'm</p> <p>9 sure we can track it down and get back to the</p> <p>10 Commission with an answer as to how that came about.</p> <p>11 MR. STEWART: I'm sorry, you'll need to</p> <p>12 speak up.</p> <p>13 THE WITNESS: I said that I've heard over</p> <p>14 the last two days that we have now started charging for</p> <p>15 what we could have rightfully been charging all along</p> <p>16 for loop conditioning, and I was asked what</p> <p>17 precipitated us to start charging that, and I was</p> <p>18 suggesting that we can get back with the Commission to</p> <p>19 explain to them what precipitated that, but I do not</p> <p>20 know.</p> <p>21 By Examiner Agranoff:</p> <p>22 Q. You may have already stated when the</p> <p>23 commencement of the charge of loop conditioning began,</p> <p>24 but in case you haven't given a date for when that</p> <p>25 began, can you please identify the specific date?</p>	<p style="text-align: right;">336</p> <p>1 Q. Is there a loop conditioning charge that</p> <p>2 would be assessed to that retail customer?</p> <p>3 A. I am not -- I am not sure we have a</p> <p>4 separate identifiable charge.</p> <p>5 Q. On Page 23 of your testimony or Mr.</p> <p>6 Maples' testimony, on Line 17, you identify the "loop</p> <p>7 make-up information as an unbundled network element"?</p> <p>8 A. Yes.</p> <p>9 Q. Is that a separate UNE by itself or --</p> <p>10 A. Yes.</p> <p>11 Q. -- is that part of the OSS?</p> <p>12 A. It is a separate UNE, and the reason that</p> <p>13 it's a separate UNE is that it doesn't have to be</p> <p>14 ordered. The CLEC has the opportunity to order the</p> <p>15 service and just verify with their customer that it</p> <p>16 works without doing the loop make-up, without paying</p> <p>17 for that; so it's at the option of the CLEC as to</p> <p>18 whether or not they want to first look at the loop to</p> <p>19 see if it's there. So, for example, as I said with a</p> <p>20 DS1 customer, if COI goes out there and they happen to</p> <p>21 know that they're already a DS1 customer, then they</p> <p>22 don't have to order loop make-up because they're</p> <p>23 already aware of the fact that the DS1 service works at</p> <p>24 that location; so it's at the discretion of the CLEC.</p> <p>25 Q. Thank you.</p>

337

1 EXAMINER LYNN: Questions again by counsel
2 based on what has been asked by the Panel.
3 Mr. Stewart.
4 MR. STEWART: I'm sorry, you're not having
5 any questions?
6 EXAMINER LYNN: I don't have any myself.
7 Thank you for asking.
8 MR. STEWART: All right.
9 REDIRECT EXAMINATION
10 By Mr. Stewart:
11 Q. Attorney Examiner Agranoff asked you about
12 the commencement of charging COI for loop
13 conditioning. Do you recall that?
14 A. Yes.
15 Q. And is it your understanding that that was
16 a policy change as opposed to a billing oversight?
17 A. My understanding it would be a billing
18 oversight.
19 Q. So, in other words, there wasn't a policy
20 change? Embarq just figured out that it had been
21 failing to bill for this function?
22 A. That would be my understanding.
23 Q. Okay. Nothing further.
24 EXAMINER LYNN: Miss Bloomfield.
25 MS. BLOOMFIELD: Yes, Your Honor, I have

338

1 just one clarification.
2 RECROSS-EXAMINATION
3 By Ms. Bloomfield:
4 Q. You were asked a question about the rate
5 for loop make-up and whether it increased or not, and
6 you indicated it has not increased over the rate that
7 is in the Cincinnati Bell most current ICA; is that
8 correct?
9 A. Yes.
10 Q. Is it the case that the rate has increased
11 from the rate that is currently effective in the ICA?
12 EXAMINER AGRANOFF: ICA?
13 MS. BLOOMFIELD: The current -- I guess
14 we've been referring to it as the expired ICA which is
15 still being used today, until we go on to a new one.
16 THE WITNESS: I have not looked at those
17 rates specifically. I don't know.
18 MS. BLOOMFIELD: Thank you. That's it.
19 EXAMINER LYNN: All right. Now, as far as
20 admission of exhibits into evidence, again Mr. Stewart
21 had made a motion sometime ago about Embarq Exhibit 2,
22 which is the testimony by Mr. Maples that Ms.
23 Londerholm had adopted. He moved that that be admitted
24 into evidence.
25 MS. BLOOMFIELD: No objection.

339

1 EXAMINER LYNN: There being no objection,
2 Exhibit 2 will be admitted into evidence for Embarq.
3 (EXHIBIT ADMITTED INTO EVIDENCE.)
4 EXAMINER LYNN: Miss Bloomfield, you had
5 introduced COI Exhibit 4.
6 MS. BLOOMFIELD: Yes, Your Honor, and I
7 would move that for admission at this point.
8 EXAMINER LYNN: That's the e-mail from Pam
9 Zeigler to Steve Vogelmeier. That's being moved into
10 evidence.
11 Mr. Stewart, you're indicating you have no
12 objection?
13 MR. STEWART: I have no objection to it or
14 COI 5.
15 EXAMINER LYNN: Okay. Actually --
16 MS. BLOOMFIELD: We don't have a COI 5
17 yet.
18 MR. STEWART: Oh, I thought --
19 MS. BLOOMFIELD: No. I said I wasn't -- I
20 did not make that an exhibit.
21 MR. STEWART: You have three exhibits,
22 then, whatever it is.
23 EXAMINER LYNN: We'll admit COI Exhibit 4
24 into evidence.
25 (EXHIBIT ADMITTED INTO EVIDENCE.)

340

1 EXAMINER LYNN: With that, we'll move on
2 to Ms. Londerholm testimony of her own, and she had --
3 there was both a confidential and a public version of
4 that. Based on how we had numbered things in the past
5 in this hearing, I'll assume that her confidential
6 testimony, we'll indicate that as being Embarq Exhibit
7 3 and then 3A as far as her testimony, prefiled
8 testimony that's available to the public.
9 MR. STEWART: That's fine with me, but I
10 thought we did it the reverse for COI, that we marked
11 the confidential as A.
12 MS. BLOOMFIELD: No.
13 EXAMINER LYNN: It's the other way.
14 MR. STEWART: Okay. All right. So the
15 direct is 3, the confidential is 3A.
16 (EXHIBITS HEREBY MARKED FOR IDENTIFICATION
17 PURPOSES.)
18 REDIRECT EXAMINATION
19 By Mr. Stewart:
20 Q. I'm going to hand you what's been marked
21 as Embarq Exhibit 3, captioned Confidential Direct
22 Testimony of Christy V. Londerholm, and also what's
23 been marked as Embarq Exhibit 3A, captioned Direct
24 Testimony of Christy V. Londerholm. Can you identify
25 those documents?

341

1 EXAMINER LYNN: Before we go further, you
2 can resume your seat, but this will be similar to
3 yesterday where we'll be entering a closed record and,
4 therefore, anyone who is not -- has not gone along with
5 the Confidentiality Agreement will be asked to leave
6 the room. I don't believe there are such persons here,
7 but at any rate, Mr. Stewart, please, now if you can
8 continue.

9 By Mr. Stewart:

10 Q. Miss Londerholm, can you identify Embarq
11 Exhibit 3 and Embarq Exhibit 3A?

12 A. Yes. Embarq Exhibit 3 is the -- is my
13 Confidential Direct Testimony of Christy V. Londerholm
14 on behalf of United Telephone Company of Ohio. Exhibit
15 3A would be the nonconfidential version of the same.

16 Q. Were these testimonies prepared by you or
17 under your supervision?

18 A. Yes, they were.

19 Q. Do you have any corrections or changes to
20 make to either of the testimonies?

21 A. Yes, I do. To the confidential version,
22 on Page 36, Line 12, the confidential number (redacted)
23 percent should be (redacted).

24 EXAMINER AGRANOFF: Repeat that, please.

25 EXAMINER LYNN: The line and change you're

343

1 A. Page 16 of the document titled Loop Inputs
2 Definitions. It's in the second paragraph.

3 Q. Can you briefly explain why you made the
4 first change, the percentage on Page 36 of your
5 confidential?

6 A. It was a simple mathematical error.
7 Rather than moving back to the source document, it was
8 a mathematical error. It doesn't change any of the
9 inputs into the cost model itself. It doesn't change
10 any of the results.

11 Q. Okay. And can you explain the basis for
12 the change you just described on the document that's
13 part of the cost study?

14 A. It was a citation that was missed. There
15 was additional -- there's an additional paragraph on
16 the next page that does read the (redacted) pairs and
17 the input value into the model is (redacted), but the
18 specific location on Page 16 of that document did not
19 get updated.

20 Q. Try to speak up a little more loudly, if
21 you could. I know it's late. If I were to ask you the
22 same questions that are set forth in Embarq Exhibits 3
23 and 3A, would your answers be the same as appear in
24 those two exhibits?

25 A. But for the corrections, yes.

342

1 making again, please.

2 THE WITNESS: Page 36, Line 12.

3 EXAMINER LYNN: And the change is?

4 THE WITNESS: The confidential number
5 (redacted) percent should read (redacted) percent.

6 EXAMINER LYNN: Thank you.

7 By Mr. Stewart:

8 Q. Are there any others?

9 A. I have one correction to a document on the
10 CD, but we haven't introduced that yet.

11 Q. Why don't we go ahead and describe it,
12 because we do not have hard copies of what's on the
13 CD. I had discussed that previously, and that will be
14 provided both to the court reporter and to counsel if
15 they want a hard copy. So if you can describe that
16 change, it will be fine.

17 A. On Page 16 of the Document titled Loop
18 Input Definitions.doc, the second paragraph reads, "To
19 allow for two pairs," and it should read to allow for
20 (redacted) pairs. The first paragraph of the next page
21 reads the (redacted) pairs and the actual input is a
22 (redacted), but this particular citation was missed
23 when updating.

24 Q. Could you give the location of that again?
25 I'm not sure we all heard it.

344

1 MR. STEWART: I move exhibits -- Embarq
2 Exhibits 3 and 3A and make Ms. Londerholm available for
3 cross-examination.

4 EXAMINER LYNN: Okay. Ms. Bloomfield.

5 RE-CROSS-EXAMINATION

6 By Ms. Bloomfield:

7 Q. Good afternoon again. Your testimony on
8 Page 3 stated that you had graduated from the
9 University of Missouri in 1990 and began employment
10 with Sprint in 1998; is that correct?

11 A. That's correct.

12 Q. Were you employed prior to the time that
13 you started with Sprint?

14 A. Yes.

15 Q. And by whom were you employed?

16 A. I was employed by Humana Healthcare Plan
17 as Manager of Financial Analysis.

18 Q. Did you work -- did you have any other
19 employees -- employment before working for Sprint,
20 after -- did you work for Humana for the eight years
21 before you went to Sprint?

22 A. I worked for Humana from 1994 to 1998.
23 From 1990 to 1994 I worked for a large medical clinic
24 as the accounting manager.

25 Q. Turning to your testimony on the model, I

345

1 have a few general questions to ask you. In what
2 computer language was your model written?

3 A. The algorithms are all written in
4 Microsoft Excel.

5 Q. Microsoft?

6 A. Excel. It also relies on Microsoft Access
7 as part of the processing of the model, but the
8 language itself and the processing is all in Microsoft
9 Excel. Microsoft Excel has a macro application that's
10 very common in it, and that application has Visual
11 Basic for Applications that sits behind it, and most
12 robust Excel users generally have experience in
13 macros. The individuals that I hire in to work for me
14 all have extensive experience in Microsoft Access,
15 Microsoft Excel, and, frankly, I find that most
16 graduates from college going back ten years even have
17 experience in Microsoft Access and Microsoft Excel.

18 Q. How much of the algorithm portion is in
19 Microsoft Excel?

20 A. One hundred percent of it.

21 Q. And how much -- and so -- what is the
22 portion that's in the Visual Basic?

23 A. The Visual Basic for Applications merely
24 opens the Excel Workbook, copies information from
25 Access into Excel. There's -- the algorithms and the

346

1 formulas are in the top row of the Excel Workbook, and
2 then it all gets copied down. Then the output results
3 are copied from Excel over to Microsoft Access, and
4 then the next workbook opens and the same process
5 happens. It's very iterative in what it does. Visual
6 Basic for Applications and macros in general are
7 wonderful to use because it will do a process
8 repeatedly, so that a person doesn't have to do the
9 same process over and over again.

10 Q. Did you do the programming yourself in
11 this computer model?

12 A. I've done some of the Visual Basic for
13 Applications. I have staff that works for me that
14 wrote a great deal of it, also; so it's been under my
15 supervision.

16 Q. Who constructed the model in the first
17 place?

18 A. It's an Embarq model in-house to us. The
19 actual individual that did most of the algorithms was a
20 gentleman named Jim Dunbar.

21 Q. How old is the model?

22 A. We have been using it since 2003.

23 Q. Was the model in 2003 developed from
24 predecessor models?

25 A. No. The model that is presented today is

347

1 a ground up model, brand new.

2 Q. The ground up began in 2003, and then
3 you've been working with it since?

4 A. It was finished in 2003. It was started
5 in 2002, if I understand your question correctly.
6 (Discussion off the record.)

7 By Ms. Bloomfield:

8 Q. Do you know how long it took to build the
9 model in the first place, from 2002 to 2003?

10 A. I would estimate eight months.

11 Q. And did a number of people work on that
12 when it was being developed?

13 A. I would estimate that there were two
14 primary people working on it.

15 Q. Mr. Dunbar was one?

16 A. That's correct.

17 Q. Who was the other?

18 A. Richard Rousselot, R-o-u-s-s-e-l-o-t.

19 Q. And what were your responsibilities with
20 respect to Sprint's Loop Costing Module and Expense
21 Modules that are part of the model?

22 A. My current responsibilities include input
23 development for both of those modules. The Expense
24 Modules themselves, which encompass the Annual Charge
25 Factor Module and Other Direct Cost Module, I have

348

1 responsibility for the algorithms that sit in those two
2 modules.

3 Q. Who developed them?

4 A. They would have been Embarq developed, at
5 the time Sprint. I am not aware who actually authored
6 those.

7 Q. Do you know how old they are?

8 A. I'm --

9 MR. STEWART: Excuse me. Just to clarify,
10 are these the two algorithms that were the subject of
11 the question before last? I'm not sure what it is
12 here.

13 MS. BLOOMFIELD: Yes.

14 THE WITNESS: I don't believe they're
15 algorithms. I think they're modules, and I'm
16 addressing the Annual Charge Factor Module and Other
17 Direct Cost Price Module. They would have come about
18 as a result of the 1996 Act and the necessity to be
19 able to cost out TELRIC rates.

20 MS. BLOOMFIELD: Now Exhibit 5.

21 EXAMINER AGRANOFF: Yes.

22 THE WITNESS: I would like to make sure
23 everybody knows this is confidential and actually --
24 By Ms. Bloomfield:

25 Q. Yes. We will take care of that. The

349

1 entire transcript is confidential.

2 A. Thank you.

3 Q. We're going to make sure that the exhibits
4 are the same. I have handed you what has been marked
5 as COI Exhibit 5; correct? Would you be kind enough to
6 mark your own copy as COI Exhibit 5?

7 A. Yes.

8 Q. At the top of the exhibit it is headed LCM
9 Master Price List; is that correct?

10 A. That's correct.

11 Q. Do you recognize this price list as a copy
12 of the document which was in -- was presented on the CD
13 that was attached to your testimony?

14 A. I cannot confirm that every single number
15 on here is accurate, but I do know that we have --

16 Q. I will proffer for the record that --

17 A. -- an Excel file.

18 Q. -- this came off the disk, that disk that
19 Embarq had supplied to COI. Doesn't this list display
20 a description of all the inputs that you used in the
21 Cost Model?

22 A. This would be a more comprehensive list
23 than what actually would end up in the Cost Module.

24 Q. Doesn't this list give all the costs of
25 the various items that would have been used in the Cost

350

1 Model?

2 A. No. This would -- this list encompasses
3 non-loop costs for material, but it excludes -- for the
4 items on this particular list, it excludes installation
5 costs.

6 Q. If I use the word hard costs, would that
7 make your answer -- would your answer be yes?

8 A. No. This list is for electronics only,
9 and it's electronics that would be for our transport
10 network. It would also include electronics for our
11 switching network. We use one comprehensive list for
12 materials.

13 Q. Isn't it true that the pricing represented
14 on this exhibit is as of -- well, what year is the
15 pricing? I'll ask you that question. What year is the
16 pricing for this list?

17 A. It would have been updated to current
18 prices, but there could be contracts that were signed
19 two years ago, so those prices may be -- may have been
20 in place for two years or they could be contracts that
21 are more recent than that one. When we are talking
22 about dates, I just want to be clear.

23 Q. So to the extent there's a contract, they
24 represent the contract price as it exists today
25 regardless of when the contract was entered into?

351

1 A. Correct.

2 Q. I'm a little confused about the date.

3 What would be the cutoff date that a price -- where you
4 just went out and got pricing that was not subject to a
5 contract, what would that date be, 2007, 2008, a
6 particular month or year or what?

7 A. 2008. I have an individual that works for
8 me that updates all of our price lists, and we attempt
9 to do that once a year. Unless we know of some major
10 price change, we attempt to do that once a year.

11 Q. She would have done that at the beginning
12 of the year?

13 A. Yes.

14 Q. Thank you. What's the name of the
15 individual who does the updating?

16 A. For the loop portion, it's Sandra
17 McKinney. Sandra McKinney, S-a-n-d-r-a M-c-K-i-n-n-e-y.

18 Q. And do you know approximately how many
19 items are represented on this Master Price List,
20 approximately? I'll save some time. Would you accept,
21 subject to check, that the Excel spreadsheet or
22 whatever spreadsheet it was listed 391 items? It
23 didn't print that way, but that's what it showed on the
24 screen.

25 A. I would believe that could be a very close

352

1 approximation.

2 Q. Okay. Have you conducted any type of
3 verification to authenticate the accuracy of the
4 pricing of any of the items listed on this price sheet?

5 A. I have not personally gone through to
6 verify any of the prices on the price sheet.

7 (Discussion off the record.)

8 By Ms. Bloomfield:

9 Q. Did you have your staff do the
10 verification that you yourself did not do?

11 A. Sandra McKinney, that I mentioned, would
12 have performed this work. She has an undergraduate
13 degree in accounting and a Master's Degree in Business
14 Administration.

15 Q. And what would she have done to
16 authenticate the prices?

17 A. We have a system, Supply Chain Management
18 System where she can enter in part numbers and it gives
19 her the prices.

20 Q. Are these the prices that Embarq has paid
21 for a particular item?

22 A. They're the contract rates. And, again,
23 I'm speaking specifically to the subset that's loop,
24 because we do include switching and transport, also.

25 We would have different processes for listing those.

353

1 Q. Do you know whether you had -- where these
2 items were the subject of a contract, did she review
3 the contracts?

4 A. Yes, she would have.

5 Q. And would she have checked to see if
6 Embarq was eligible for any discounts pursuant to the
7 contracts or any other pricing?

8 A. Yeah. These prices on here would be net
9 of a discount.

10 Q. Do you know if she reviewed any backup to
11 the contracts with the vendors on the items?

12 A. No. I wouldn't -- I wouldn't expect her
13 to do so.

14 Q. Turning to Page 5 of your testimony -- I'm
15 sorry. Before we get there, were any of the underlying
16 contracts provided in the documentation to the price
17 list or was it -- I think you had indicated a lot of
18 the pricing came from some sort of program that Embarq
19 has.

20 A. The contracts are -- they require us --
21 they're third-party proprietary contracts, so we can't
22 just routinely hand them off in any proceeding; so they
23 were not -- they were not handed off as part of this
24 proceeding.

25 MR. STEWART: I'm sorry, I can't hear

354

1 you.

2 THE WITNESS: They were not handed off as
3 part of the working documents on the CD. But had a DR
4 come through and asked us to provide those contracts,
5 which does happen in some docketed proceedings, then we
6 can go to the vendor themselves and let them know that
7 we've been asked in a docketed proceeding to hand off
8 these third-party proprietary documents and notify them
9 of such.

10 EXAMINER AGRANOFF: And "DR" is?

11 THE WITNESS: Data request.

12 By Ms. Bloomfield:

13 Q. Just to be clear, so your staff did or did
14 not look at the proprietary -- third-party proprietary
15 contracts to verify -- in putting this list together,
16 where there were proprietary contracts?

17 A. Sandra McKinney would have worked with
18 them.

19 Q. She just doesn't have them on hand, so to
20 speak?

21 A. No, she would not just have them around.

22 Q. Okay. Turning to Page 5 of your
23 testimony, you referred on Line 19 to FCC and the
24 Commission costing standards. Which costing standards
25 were you referring to?

355

1 A. The FCC rules -- on Page 7 I speak of the
2 basic rules that are adopted for rates from the FCC 47
3 C.F.R. Paragraph 51.505, and then Ohio has its own
4 carrier-to-carrier rules that has definitions around --

5 Q. So you were talking about the -- in Ohio,
6 you were talking about the carrier-to-carrier rules?

7 A. That's correct.

8 Q. Has this -- has the identical Cost Model
9 that you presented in this proceeding ever been
10 approved by any state Commission?

11 A. Yes.

12 Q. Which state Commissions has it been
13 approved by?

14 A. The model itself was approved in a Nevada
15 UNE docket in 2007, I think was the final.

16 Q. And that was for a docket that
17 specifically approved the model?

18 A. UNE rates using the model, that's correct.

19 Q. The UNE rates that were used in the model,
20 was that a result of a stipulated case or a Commission
21 determined -- a Commission decision on that, those
22 rates?

23 A. I believe both, subject to check. I think
24 some rates were stipulated, but some were the result of
25 the processing of the inputs into the model itself and

356

1 then the resulting UNE rates.

2 Q. And then the Commission in that case,
3 where they were still -- the Commission in that case
4 would have approved certain rates and then the other
5 rates were stipulated, is that what you're saying?

6 A. That's -- that's the best of my
7 recollection.

8 Q. I'm sorry, which state did you say this
9 was?

10 A. Nevada.

11 Q. Nevada. How recent was this?

12 A. 2007.

13 Q. Is that one of the cases in which you
14 testified in Nevada?

15 A. Yes.

16 Q. Is this -- has any TELRIC study -- is this
17 a TELRIC study that Embarq -- that Nevada approved?
18 Has Nevada approved a TELRIC study of Embarq's?

19 A. The Nevada Commission approved the
20 Unbundled Network Elements that were developed using
21 the TELRIC model that we're speaking of today, if
22 that's responsive to your question, but we used the
23 model -- we used the model for proceedings like this in
24 developing Unbundled Network Elements. We use this
25 exact same model to understand internally what our

357

1 costs for UNE DS1s. The same DS1 rates that we are
 2 discussing today here would be the same DS1 rates that
 3 my Costing Group would give to our Business Market
 4 Groups for them to understand where the DS1 cost is in
 5 Ohio specific to a wire center, specific to a
 6 location. It's the same costing methodology and cost
 7 that we would give to our upper level management. It's
 8 the same model and the same inputs that we are using in
 9 an Ohio pay phone docketed proceeding that's open
 10 today. It's not a model that we have tailored
 11 specifically to get to -- just to work with CLEC for
 12 unbundled networks. We're genuinely trying to
 13 understand what the true costs of our business is, and
 14 so the model itself is used quite broadly.

15 **Q. Just to sort of get a visual understanding**
 16 **here, the model was constructed, and then there are**
 17 **various inputs, and you indicated, for example, that**
 18 **the -- when we talked about the price list, that the**
 19 **price list is updated. So the model is like the bones**
 20 **of the output, if you will, and then you have to -- and**
 21 **then update the inputs that go into that?**

22 **A. Yes, and I appreciate the opportunity to**
 23 **explain that, because a model typically is just that.**
 24 **They're algorithms themselves that are accepting inputs**
 25 **into those algorithms, which then come into outputs,**

358

1 and it's -- throughout this process with COI, the very
 2 first price list that we presented to them January 2nd
 3 of 2007 had its own set of inputs. Negotiations then
 4 with CBT took place, and those negotiated rates were
 5 then offered to COI in July of 2007, and then the --
 6 through those negotiations, COI accepted 140 of the
 7 rates coming out of the model and that had been
 8 negotiated with CBT, but rejected just the 15 rates,
 9 the DS1s and the four-wires that we're arbitrating
 10 today, and so as we explained to COI, we would be
 11 updating our inputs in order to bring our best evidence
 12 forward at the time that we would actually go to
 13 arbitration. So, yes, it's all about the model itself
 14 being algorithms ready to accept inputs and then get
 15 updated, which results in different rates themselves.

16 **Q. I'm going to flip through to Page 14 of**
 17 **your testimony, and you have a -- discussion begins on**
 18 **Page 14 about customer density; is that correct?**

19 **A. That's correct.**

20 **Q. And you cite household density statistics**
 21 **for Embarq and AT&T when saying that customer density**
 22 **affects the per-line cost; is that correct? Down at**
 23 **the bottom, beginning around Line 21, you refer to**
 24 **AT&T's density.**

25 **A. Yes. I refer to AT&T's density, which is**

359

1 four and a half times greater than Embarq's.

2 **Q. Is your point here that because of lower**
 3 **the customer density -- because of lower customer**
 4 **density, Embarq cannot realize the same economies of**
 5 **scale as AT&T, for example?**

6 **A. Embarq cannot enjoy the same unit cost as**
 7 **a result because there's a -- there's a great deal of**
 8 **fixed costs within a telephone network, and so that**
 9 **fixed cost can't be divided by the same large number of**
 10 **customers like AT&T has. Embarq can only divide by the**
 11 **smaller number of customers that Embarq has for serving**
 12 **those, so the unit cost is much greater for Embarq than**
 13 **AT&T.**

14 **Q. Is it correct that Embarq's model designs**
 15 **the outside plant using not only the residential lines**
 16 **or households, but also business lines and special**
 17 **access lines?**

18 **A. Yes. Embarq's model encompasses all the**
 19 **lines. We pick -- choose high-capacity lines. We do**
 20 **everything that we can to grab as many customers as**
 21 **possible to put them on the map in order to share the**
 22 **costs of the entire network. It's really one of the**
 23 **beauties of our model in that we share the cost of**
 24 **building the cable out from the central office across**
 25 **our transport network with our high-capacity customers**

360

1 and then with our voice-grade customers and our DS1
 2 customers. So the model has the ability to track, to
 3 track all that as it heads out of the central office,
 4 and so the cost then, as it gets further out into the
 5 network, gets shared.

6 **MS. BLOOMFIELD:** Your Honor, I appreciate
 7 the witness being able to explain her answer, but I
 8 think we're getting pretty far afield in a narrative
 9 that I never asked for, and we're going to be here all
 10 night, if you can just -- she did answer yes. That's
 11 all I asked, and I understand, but she went on way
 12 beyond the confines of my question, and I think we
 13 ought to limit the answers as much as possible to yes
 14 or no with a -- with the opportunity to explain the yes
 15 or no if that's necessary. I would ask that that be
 16 done.

17 **EXAMINER AGRANOFF:** All right.

18 **MS. BLOOMFIELD:** I have handed to each of
 19 you an exhibit that I would like to have marked as COI
 20 Exhibit 6. I think that's where we are.

21 **(EXHIBIT HEREBY MARKED FOR IDENTIFICATION**
 22 **PURPOSES.)**

23 **By Ms. Bloomfield:**

24 **Q. Exhibit 6 that I just -- COI Exhibit 6**
 25 **that I just handed you at the top states, "FCC Report**

<p style="text-align: right;">361</p> <p>1 43-08, the ARMIS Operating Data Report"; is that not 2 correct? 3 A. That is what it's titled. 4 Q. Okay. And isn't it correct that Embarq 5 reports to the FCC the annual voice-grade equivalents 6 in Ohio each year, which is then put on what is called 7 an ARMIS report? 8 A. I have limited understanding of what our 9 reporting requirements are for ARMIS, but I do believe 10 we have some reporting requirements. 11 Q. And would you accept, subject to check, 12 that this information was pulled from an ARMIS report, 13 the data of which came from Embarq for the Embarq 14 lines? 15 A. No. I struggle with that. This column 16 called "fl" for the line United Telephone Company of 17 Ohio that shows 2.3 million, that is way outside the 18 range of anything that I would believe to be accurate. 19 MS. BLOOMFIELD: Your Honor, I would be 20 happy at a later time to -- we can get the entire 21 report, but for purposes of this question, may we go 22 ahead, assuming that this is accurate as the report, as 23 the FCC report has listed it? 24 THE WITNESS: I have a USAC report in 25 front of me, and it doesn't show numbers anywhere close</p>	<p style="text-align: right;">363</p> <p>1 Q. I don't see it on -- are you looking on -- 2 no. Density, the term density is not mentioned on this 3 report, on Exhibit 6. 4 A. Were you asking me about density from 5 Exhibit 6? 6 Q. No. 7 A. Okay. 8 Q. I was asking you a general question. 9 Isn't it true that household density statistics do not 10 capture Embarq's total line density? There's other 11 types of lines besides households; isn't that correct? 12 A. That would be correct. 13 Q. And isn't it also true, in turn, that 14 household density do not capture the scale economies 15 for a DS1? 16 A. It would be true that most households do 17 not have a DS1 to them. A DS1, of course, is just a 18 single line, so a single household would be equivalent 19 to a single DS1 from a density perspective. 20 Q. Who are the primary customers for DS1 21 lines? 22 A. If you mean residential versus business, 23 it would be more business lines. 24 Q. Right. Okay. Would you agree, looking at 25 Exhibit 6, that based on the ARMIS data listed here for</p>
<p style="text-align: right;">362</p> <p>1 to it, but -- 2 EXAMINER AGRANOFF: Why don't we go off 3 the record for a minute? 4 (Discussion off the record.) 5 (Question read back.) 6 EXAMINER LYNN: Back on now. Okay. 7 By Ms. Bloomfield: 8 Q. Let me reask that question. The ARMIS 9 data that is reflected here has a line that says United 10 Telephone Company of Ohio, on the last line, as a 11 matter of fact, and I used the term Embarq, but for 12 purposes of this proceeding, I'm only referring to 13 Embarq in Ohio, and the data that I have provided in 14 the ARMIS report is exclusive to Ohio. So isn't it 15 correct that this report -- that the reporting to the 16 FCC is on the actual voice-grade equivalents in Ohio or 17 do you know? 18 A. I do not know. I have heard in this room 19 that it appears that that is what happens. 20 Q. Assuming for the moment that that is true, 21 isn't it true that the household density statistics 22 here do not properly capture Embarq's total line 23 density? 24 A. I'm sorry, where do you see density on 25 this report?</p>	<p style="text-align: right;">364</p> <p>1 2007, that 87 percent of Embarq Ohio's total access 2 lines are nonresidential lines, that is, they are 3 business lines, private lines, and special access 4 lines? And I should say line equivalents. 5 A. The column there does say line. It 6 doesn't say line equivalent, and so I would not agree 7 with this report that 87 percent in any way represents 8 our percent of nonresidential lines. 9 Q. If the column said nonresidential line 10 equivalents, would you agree with the 87 percent? 11 MR. STEWART: I'm going to object on the 12 basis that the witness -- there's no foundation to show 13 that she knows our number of line equivalents in Ohio. 14 It's a twofold problem, a lack of foundation of her 15 knowledge and then asking her to agree to this 16 document, for which she -- there's no foundation for 17 her to know that this document is right. 18 MS. BLOOMFIELD: Your Honor, I thought we 19 had a ruling on that, that we are going to assume that 20 it was a FCC document and that it says what it says. 21 She could agree or not with it, but that's what the -- 22 that's what was provided by Embarq Ohio to the FCC. 23 (Discussion off the record.) 24 EXAMINER LYNN: We'll let the witness 25 answer to the extent she has knowledge of this.</p>

<p style="text-align: right;">365</p> <p>1 THE WITNESS: First, the column header is 2 wrong. The column header says percent of 3 nonresidential lines, and I don't believe that's 4 correct. If the percent of nonresidential lines is to 5 be 87 percent, that is completely -- 6 By Ms. Bloomfield: 7 Q. I'm sorry? 8 A. It's erroneous. Embarq does not have 87 9 percent of its lines that are nonresidential. 10 Q. Does it have 87 percent of line 11 equivalents that are nonresidential? 12 MR. STEWART: Your Honor, I'd like to make 13 another objection. I apologize, I don't want to delay 14 this proceeding, but we're proceeding perhaps on the 15 basis that this is an FCC report, and perhaps it is. 16 The stuff on the far right is titled "COI's Analysis." 17 That's nothing to do with the FCC. There's no -- if 18 COI wanted to put on evidence about what an FCC report 19 might show and how you manipulate these calculations, 20 it had every opportunity to do so. Trying to do it 21 through Miss Londerholm is just not right. 22 MS. BLOOMFIELD: Your Honor, Miss 23 Londerholm said something in her testimony about 24 density. We wanted to test that density. We found an 25 FCC ARMIS report which I'm trying to ask her about. It</p>	<p style="text-align: right;">367</p> <p>1 United is asked -- United Telephone Company of 2 Ohio/Embarq is asked to report. That's the way all of 3 the companies are asked to report, so that you have 4 apples to apples. I'll be happy to do that. 5 EXAMINER AGRANOFF: Proceed, and we'll see 6 where it goes. 7 (Discussion off the record.) 8 MS. BLOOMFIELD: I'm going to put this 9 aside for the moment. We'll go forward. 10 EXAMINER AGRANOFF: All right. 11 By Ms. Bloomfield: 12 Q. Would you agree that business and special 13 access lines tend to be more clustered or more densely 14 located compared with residential lines? 15 A. I would believe that in highly dense areas 16 that would be true, but in many of Embarq's wire 17 centers we do not find that to be the case. Our rural 18 wire centers can have businesses spread throughout the 19 wire centers. We may only have 600 lines of wire 20 center. We may only have one DS1, maybe only two 21 DS1s. They may be a ways out from the central office, 22 so that the demographics of a rural wire center are 23 much different than you see in an AT&T urban wire 24 center. 25 Q. How about urban zones, have you made --</p>
<p style="text-align: right;">366</p> <p>1 was a report that was authored by United of Ohio, 2 United Telephone Company of Ohio, and I'm trying to 3 make it clear that we have a distinction between lines 4 and line equivalents, and I'm asking questions -- I 5 think it's absolutely fair to test her comments about 6 the densities in Ohio and whether the density is 7 more -- more -- what's the word -- whether household 8 densities are more relevant or business densities are 9 more relevant. I think this document would indicate 10 that nonresidential line equivalents are -- there is a 11 greater density of nonresidential line equivalents than 12 there is of household density, and that takes issue 13 with what she said in her testimony. 14 MR. STEWART: Well, another objection is 15 that this notion of line equivalents, voice-grade 16 equivalents is nowhere on this document. It's nowhere, 17 I don't believe, in Ms. Londerholm's testimony. It 18 hasn't been defined. Density is not mentioned on this 19 document, so I -- I object for all those reasons. 20 MS. BLOOMFIELD: Your Honor, I may be able 21 to get away from the density and just ask a couple of 22 questions about the calculations, and then later we can 23 provide the ARMIS report and what the explanations are, 24 which I think says very clearly what the equivalency -- 25 voice-grade equivalencies are, and that is the way that</p>	<p style="text-align: right;">368</p> <p>1 would you agree that business access lines tend to be 2 more densely clustered in an urban zone compared with 3 residential? 4 A. I don't understand the definition of an 5 urban zone, and I don't think I used that in my -- 6 Q. According to what you just said, you said 7 an urban zone, and I'm picking up -- 8 A. I said in an urban wire center. 9 Q. Yes. 10 A. So an urban wire center would be one where 11 the density for the wire center is much higher. For 12 instance, in many models, and Embarq is included, we 13 break up our density into 9 different density zones, 14 starting with 0 to 5 customers within a mile, and then 15 6 to 100, all the way up to density zones that have 16 10,000 plus, and so in a -- for an ILEC like SBC or 17 AT&T, they're going to have many more wire centers in 18 those higher level density zones than Embarq finds in 19 its rural territories and in places like Ohio. But to 20 your point -- 21 (Discussion off the record.) 22 THE WITNESS: I would expect, like in one 23 of the more -- what would be considered more urban for 24 Embarq, we do find that our business customers will 25 tend to be closer into the central office. That</p>

369

1 doesn't mean that they're more dense, but the distance
2 associated with those customers do tend to be closer to
3 the central office.

4 (Discussion off the record.)

5 By Ms. Bloomfield:

6 **Q. Have you compared Embarq's and AT&T's**
7 **customer density measures for nonresidential lines at**
8 **all?**

9 A. I don't have that proprietary data for
10 AT&T; so, no.

11 **Q. Isn't it true that with high-capacity**
12 **lines, such as DS3s, there are even greater scale**
13 **economies, for example, six hundred and -- the**
14 **equivalent of 672 lines located in the same place?**

15 A. No. In building a loop model, when I'm
16 coming out of the central office with my cable and
17 wire, a fiber, as you say, going to a high-capacity
18 customer or if the fiber is going to the DLC, it's
19 still fiber, and they're going to share that path
20 together as it goes out; so what we're talking about is
21 allocation of the construction as we're building out to
22 the customers. And you're absolutely right, there's an
23 allocation that takes place there. It's the problem
24 with the starting point of Dr. Ankum's numbers that
25 he's put forward in his testimony, and as I explained

370

1 to Mr. Vogelmeier on two occasions, it's the problem
2 with the DS1 rates that underlie his current ICA.
3 There's absolutely an allocation that takes place, and
4 so between voice grade and DS1, we will be allocating
5 24 voice-grade equivalents of that cost over to a DS1,
6 and so it's the reason why, in the current ICA, the
7 two-wire -- the current expired ICA and the rates that
8 Mr. Vogelmeier is paying today, and as I explained to
9 him, it doesn't include the circuit equipment. That's
10 shared, that should have been allocated to that DS1,
11 and so when you talk about scale economies, there are
12 certain common equipment that gets shared, and,
13 therefore, that cost will be moved over to a greater
14 extent to some of those high-capacity customers, but
15 it's not everything across-the-board.

16 **Q. I didn't ask you if it was everything**
17 **across-the-board. I don't think you responded to the**
18 **question, which was that with the high-capacity line,**
19 **such as DS3, there are greater scale economies; is that**
20 **not correct?**

21 A. No. There's not greater scale economies
22 around a high-capacity customer for every piece of the
23 loop. We're going to put in optical --

24 MS. BLOOMFIELD: Your Honor, I'm happy --
25 she said no. We'll move on.

371

1 EXAMINER AGRANOFF: Your counsel can
2 follow-up if further clarification is needed on
3 redirect.

4 (Discussion off the record.)

5 By Ms. Bloomfield:

6 **Q. Ms. Londerholm, looking at Page 23, at the**
7 **top it begins with some information about cable**
8 **sheaths. You say here that Embarq's model defines less**
9 **cable footage or the sheath cable than Embarq Ohio's**
10 **actual embedded cable footage and explained that,**
11 **"Embarq's embedded cable footage has been built over**
12 **many years of recurring forecasts of locations and**
13 **customer demand for services." Could you explain in**
14 **further detail how this reduction in cable footage is**
15 **achieved?**

16 A. Yes. Our geographic module starts with
17 all of the customer locations that include every
18 customer that requires a loop, including the
19 high-capacity customers that we just discussed, and it
20 places them on actual road networks. We also know
21 where our actual central office is, so the geographic
22 module follows an iterative process to follow the road
23 network back to the central office, finding the
24 shortest distance, which is the reason why we end up
25 with 30 percent less in cable sheath feet than what we

372

1 have in our embedded network, because an engineer is
2 looking out to figure out where do I need to go with my
3 cable. They don't know where the customers are, and
4 it's also possible that roads have been built past the
5 point in time, too, when those customers were initially
6 out there; so we're able, within the forward-looking
7 model, to come up with the shortest distance route to
8 reach the customers, and the beauty is we know where
9 the customers are and the services that they require
10 today.

11 **Q. And so when you looked at your actual**
12 **plants, there would be, for example, instances where**
13 **the embedded cable goes to now abandoned locations; is**
14 **that correct? They were built sometime ago and maybe**
15 **there are no more customers there. That's a**
16 **possibility, isn't it?**

17 A. Yes.

18 **Q. But by using where the customer locations**
19 **are today, you would see which customers are there and**
20 **which customers are not there anymore; correct?**

21 A. I just look at what customers are buying
22 services from me today. I do not look at customers
23 that are no longer on our network.

24 **Q. And so the 30 percent that you discounted**
25 **or reduced the number by could also -- could it also be**

373

1 that the embedded cable was inefficiently routed, say,
2 to a detour instead of going to a customer directly?
3 I'm trying to find the reasons why.

4 A. The reasons why are that an engineer, when
5 they're first engineering the plant, doesn't always
6 know where the customers are going to be located, so
7 they have to look in their crystal ball and decide,
8 well, what's the best route for me to take to my
9 customers, versus the forward-looking technology that
10 says I know where all my customers are now, I get the
11 benefit of 20/20 hindsight, I know exactly where my
12 customers are, and I can build the shortest route
13 possible to reach all of those customers.

14 Q. Is it correct that in some cases such as
15 aerial cable, additional sheath cable may have been
16 added later to existing sheath cable?

17 A. Not in the model, no.

18 Q. Not in the model, but in actuality that
19 may be the truth? I mean, actually that may be the
20 case?

21 A. Our embedded network does not match the
22 model, and it's possible that my embedded network -- it
23 could happen, but we haven't made any --

24 (Discussion off the record.)

25 THE WITNESS: We are not attempting to

374

1 model our embedded network.

2 By Ms. Bloomfield:

3 Q. If you turn to Page 26 of your testimony,
4 you have a discussion on fill factors. Is it true that
5 fill factors relate to cable sizing or the amount of
6 spare capacity designed in the model -- by the model, I
7 should say?

8 A. Yes. Fill factors are used in our model
9 in several different places, and we have several
10 different inputs for fill factors.

11 Q. Am I correct that the specific levels of
12 fill factors used by the model are not given in your
13 testimony as you presented it?

14 A. No. I would understand my exhibits to be
15 part of my testimony, and they are input values into
16 the model and they're included in the exhibit.

17 Q. You're saying that the CD is part and
18 parcel of your testimony?

19 A. That would be my understanding.

20 Q. Okay.

21 MS. BLOOMFIELD: Your Honor, I'm handing
22 out a document, which I think we're at COI Exhibit 7.

23 EXAMINER LYNN: Seven, correct.

24 MS. BLOOMFIELD: It is entitled Loop Model
25 Methodology, and I have given the witness a copy.

375

1
2 By Ms. Bloomfield:

3 Q. Miss Londerholm, was this document found
4 on the CD that you just referred to?

5 A. Yes, it is.

6 Q. And if you'd be kind enough to turn to
7 Page 28 of this document.

8 A. I'm there.

9 Q. I'm looking under -- I'm looking at the
10 second sentence under the heading "Percentages" that
11 begins, "Cable sizing should be the actual fill (or
12 utilization) a company experiences." Do you see that?

13 A. Yes. It's my third sentence rather than
14 second.

15 Q. Third sentence. That's right. Does your
16 model follow this Loop Module Methodology?

17 A. Not explicitly as defined here. The loop
18 inputs for copper feeder, which were the fill factors
19 that Dr. Ankum was excited about yesterday, are the
20 only actual fill factors that are used in the model.
21 If you'd refer to my testimony on the Page 13, you'll
22 see the diagram for the DS1 UNE loops. The Embarq
23 central office is over on the left side, and there's a
24 lower line coming out of that which represents copper
25 feeder. It's that small portion of the loop that uses

376

1 those particular copper feeder fills. The other thing
2 that's important to understand, of course, are the
3 algorithms that use those inputs, so that you can
4 understand what the actual cost development then looks
5 like. So what takes place in our model, which is often
6 different than other models, is that we do a sizing
7 routine. So these are input values, and then the model
8 goes through -- again, for this copper feeder that
9 we're talking about, it selects a cable size, and if --
10 then it checks to say, okay, well, I've selected a
11 cable size. Obviously, cable sizes come in fixed
12 amounts, and it checks then to see, well, what actual
13 fill took place for this copper feeder, and it makes an
14 adjustment. So if, for example, the input value was 50
15 percent, and once it selected the copper feeder size,
16 the fill turned out to be 40 percent, it takes 50
17 percent minus 40 percent, sees that it's 10 percent,
18 and it adds that 10 percent back to the 50 percent to
19 come up with 60 percent as my adjusted fill factor, and
20 then that's the amount that it actually moves forward
21 for costing the network out. So where SBC's numbers --
22 and my understanding in working with their models to
23 some degree, those are just basic input numbers, so
24 they don't go back and do this adjusting. That's how I
25 got comfortable with using these actual fill factors

377

1 for my copper feeder, knowing that my numbers were
2 going to come up higher and likely closer to what those
3 SBC numbers would look like.

4 **Q. So you're basically saying that your model**
5 **started with the actual, but that is not what is**
6 **reflected in the Cost Study Output?**

7 A. Correct. It actually applies a cost to --
8 well, when it actually selects the cable size and then
9 determines the cost for that cable size.

10 (Discussion off the record.)

11 By Ms. Bloomfield:

12 **Q. Are you aware whether there are any**
13 **routes, feeder routes that are -- where the fill is ten**
14 **percent or lower?**

15 A. No.

16 **Q. Do you know that for a fact?**

17 MR. STEWART: Objection. She asked if she
18 was aware. She said she's not aware. That's not
19 saying there are or aren't.

20 MS. BLOOMFIELD: That's correct. That's
21 why I'm going back and asking her as a fact does she
22 know that.

23 EXAMINER AGRANOFF: It's a clarifying
24 question.

25 THE WITNESS: No, I don't know that as a

378

1 fact. It could -- it could potentially happen. Copper
2 cables come in very fixed sizes, and so to the extent
3 that I only have perhaps two customers to share 12-pair
4 copper cable, that fill on that particular piece is
5 going to be very low, but it's a function of the cable
6 size, not a function of the actual fill, input value
7 for the fill.

8 (Discussion off the record.)

9 (EXHIBIT HEREBY MARKED FOR IDENTIFICATION
10 PURPOSES.)

11 EXAMINER AGRANOFF: Why don't we go off
12 the record for a minute?

13 (Discussion off the record.)

14 EXAMINER AGRANOFF: Let's go back on the
15 record.

16 By Ms. Bloomfield:

17 **Q. I have handed you COI Exhibit 8 which at**
18 **the top says "Loop Module Inputs"; correct?**

19 A. Correct.

20 **Q. This was from your CD as well. Do you**
21 **recognize it?**

22 A. Yes.

23 **Q. If you would, please turn to Page 16 of**
24 **this exhibit --**

25 A. I'm there.

379

1 **Q. Pardon me?**

2 A. I'm there on Page 16.

3 **Q. On Page 16, on the last two lines of the**
4 **first partial paragraph it says, "The modeled cable**
5 **utilization in LM is equivalent to the utilization seen**
6 **in reality." Do you see that? It's the part of the**
7 **last sentence on that partial paragraph at the top of**
8 **Page 16.**

9 A. I see that.

10 **Q. I think you may have alluded to this or**
11 **stated something earlier that the copper -- is it the**
12 **case that the copper feeder fills in your model are**
13 **based on the actual embedded fills?**

14 A. Yes. We do start with the -- we take a
15 look at our actual embedded fills to get an
16 understanding of what kind of fill factors should be in
17 the model.

18 **Q. And do you reference in your testimony,**
19 **not -- or where are the specific numerical values for**
20 **the copper feeder fills used in the model?**

21 A. They're in the loop --

22 **Q. Pardon me?**

23 A. They're in the loop inputs.

24 **Q. Do you know what the specific numerical**
25 **values are?**

380

1 A. For copper feeder fill?

2 **Q. Yes.**

3 A. For copper feeder fill, for Density Zone
4 0, 54.76 percent; for the Density Zone 6, and that
5 would be for 6 to 100, is 52.53 percent; for 100 to 200
6 lines per square mile, 53.93 percent; for 201 to 650,
7 the percent would be 55.65 percent; for 651 to 850, the
8 percent would be 55.55 percent.

9 **Q. Miss Londerholm, may I interrupt you? I**
10 **do have that on -- are you reading from the actual --**
11 **the Ohio actual copper fill from your CD, a document**
12 **that has -- I'm looking at a document that has the**
13 **same, the same percentages, and I'm happy to supply**
14 **them to everybody to save a little time.**

15 A. Oh, sure, sure.

16 **Q. Okay.**

17 **May we mark this as Exhibit 9, COI**
18 **Exhibit 9?**

19 EXAMINER AGRANOFF: Sure.

20 (EXHIBIT HEREBY MARKED FOR IDENTIFICATION
21 PURPOSES.)

22 MS. BLOOMFIELD: Your Honor, I interrupted
23 Miss Londerholm because it appeared that she was giving
24 the same information that we were going to introduce as
25 COI Exhibit 9 which was taken from the CD, and I felt

381

1 we could save a little time, instead of having her read
2 all the numbers into the record.

3 EXAMINER AGRANOFF: That's fine, as long
4 as the abbreviations denoted on this exhibit are
5 ultimately identified so we know what a "VG" is.
6 By Ms. Bloomfield:

7 Q. Was this more or less the information that
8 you were giving on the record, Ms. Londerholm?

9 A. More or less.

10 Q. And the column -- this came from your CD,
11 did it not?

12 A. Yes, it did.

13 Q. And what does the column "VG" mean or
14 what --

15 A. "VG" is voice grade.

16 Q. And in looking at that, would you agree
17 that the range listed on Exhibit 9 varies from 52.5
18 percent to 58.8 percent?

19 A. Yes, I would.

20 Q. And that would depend on the -- whatever
21 zone it's in; correct?

22 A. That's correct. That would be density
23 zone.

24 Q. Pardon me?

25 A. That would be density zone.

382

1 Q. Okay. Then if you would return to the
2 exhibit that's marked Loop Module Inputs --

3 EXAMINER AGRANOFF: Before we go there,
4 could we also identify "WL"? Is that working lines?

5 THE WITNESS: Yes, working lines.

6 By Ms. Bloomfield:

7 Q. It's on the last column, is it not, in the
8 header for the last column for Exhibit 9?

9 A. Working lines, WL.

10 Q. Then would you go back to COI Exhibit 8,
11 which is the Loop Module Input, and I'd refer you to
12 Page 16 again. Is this the page that you were
13 correcting in your testimony?

14 A. Yes, that next paragraph.

15 Q. The paragraph that says -- the first full
16 paragraph on that page?

17 A. Yes. That reads, "Distribution cables are
18 sized to allow for" -- (redacted) -- "pairs per housing
19 unit." That would be the correction, and that is what
20 it also says in the first full paragraph on Page 17
21 under Pairs Per Residential Unit.

22 Q. Thank you.

23 A. And now that I'm looking at it, I notice
24 that the second sentence says -- would also need to be
25 corrected, "Since the model builds" -- (redacted) --

383

1 "lines per housing unit, the fill factor is set at 100
2 percent for distribution cables."

3 Q. So we'll make that correction?

4 A. Please.

5 Q. Do you know what percent of households
6 served by Embarq Ohio currently subscribe to a second
7 line?

8 A. No.

9 MS. BLOOMFIELD: Your Honor, I need to
10 refer -- I need to go back to the ARMIS exhibit, and
11 I'll try to ask those questions in a way that we can
12 get through this quickly.

13 By Ms. Bloomfield:

14 Q. It's Exhibit 6. In this exhibit, the
15 Residential Second Line Penetration was calculated at
16 five percent based on the voice-grade equivalents on
17 the ARMIS report. Do you see that in the last column?

18 A. Under "COI's Analysis," that last column?

19 Q. Right.

20 A. Yes.

21 Q. Doesn't this computation, assuming it's
22 correct, reflect that an average household uses 1.05
23 lines while your model begins with 1.3 lines per
24 household?

25 A. COI's Analysis would show that, but my

384

1 model is not attempting to just get the second lines
2 when I do the (redacted). We set the distribution fill
3 at 100 percent. So the (redacted) recognizes that
4 spare capacity that we talked about earlier that we
5 need to have in the network in order to assure that we
6 can turn up service within five days of when it's
7 requested, to not get into the additional cost of
8 reconstructing for more plant because the original
9 placement wasn't enough. If we had only tried to get
10 to residential second lines, we would have zero spare
11 capacity in our distribution network, because we use
12 that 100 percent fill factor.

13 EXAMINER AGRANOFF: Why don't we go off
14 the record for a minute. We'll take a five-minute
15 break.

16 (Recess taken.)

17 EXAMINER LYNN: Back on the record, then.

18 By Ms. Bloomfield:

19 Q. Ms. Londerholm, would you turn to Page 33
20 of your testimony, on Lines 5 to 7 of your testimony
21 you say that TELRIC rules require that the model
22 calculates cost for purely wholesale operations, and
23 that in order to meet this requirement, you adjusted
24 actual book expenses for product management, sales,
25 advertising, customer services downwards, and then the

385

1 specific numerical value that you used for this
2 adjustment was 75 percent; correct?

3 A. That's correct.

4 Q. So isn't it correct that the remaining
5 (redacted) percent of product management, sales,
6 advertising, customer services book expenses are being
7 included in the model's calculation of the wholesale
8 UNE loop costs?

9 A. That would be correct. I believe the
10 (redacted) percent equated to (redacted) million.

11 Q. Have you had the opportunity to read the
12 Commission's order in Case No. 02-1280-TP-UNC which
13 involves SBC and UNE rates?

14 A. I have looked at parts of the order. I
15 have not read through the whole order.

16 Q. Okay. If it were determined that that
17 order stated that it was not appropriate to have
18 product management, sales, advertising, and customer
19 costs allocated to the UNEs, the UNE costs, would you
20 agree that the UNE costs in your Cost Model for Ohio's
21 purposes are overstated by 25 percent of those costs?

22 A. No. I understand that proceeding to be an
23 SBC proceeding, SBC, AT&T. This is for Embarq and
24 Embarq's costs, so --

25 Q. I'm sorry?

386

1 A. This proceeding is Embarq and Embarq's
2 costs, and I believe also that proceeding was in 2002.
3 I know --

4 Q. That's correct.

5 A. -- we've progressed five years since then,
6 also. So I would not have understood that what was
7 ordered for SBC's model and the way SBC put their model
8 together to equate to what Embarq needed to do in this
9 proceeding.

10 Q. So you did not apply that principle in
11 your cost study in Ohio for Embarq?

12 A. I did not apply SBC's orders to my cost
13 study, that would be correct.

14 Q. If you would turn to Page 38, Line 7, you
15 indicate in your testimony, indicated that Embarq
16 de-averaged its DS1 UNE loops using three rate zones or
17 bands, which we call them in Ohio; right?

18 A. That's correct.

19 Q. And your testimony does not address
20 specifically the de-averaging of the four-wire loops,
21 but is it correct that there are also three rate zones
22 in Embarq's current pricing proposal to COI for
23 four-wire loops?

24 A. Yes, that's correct.

25 Q. Isn't it correct that the wire

387

1 assignments -- wire center assignments for rate bands
2 for the DS1 loops is not the same as the assignment for
3 four-wire loops?

4 A. That would be correct. That's because the
5 FCC has ordered that the rate bands should be based
6 upon the cost, so we looked at the cost of DS1 and
7 banded those, and we looked at the cost of the
8 four-wire and banded those.

9 Q. Isn't it true that in the current ICA for
10 COI, for example, let's take the Mansfield center, the
11 two-wire, four-wire, and DS1 services are all in the
12 same rate band?

13 A. Yes.

14 Q. And isn't it true that in the model
15 provided in May 2008, the prior model, for these same
16 services, and this model was given to COI, all of these
17 three services, two-wire, four-wire, and DS1 rates,
18 from the Mansfield Wire Center were all in the same
19 rate band?

20 A. Yes.

21 Q. Okay.

22 EXAMINER AGRANOFF: So the record is
23 clear, when you say the prior model, provided in 2008?

24 MS. BLOOMFIELD: It was, Your Honor, and
25 if I could have a word of explanation, we had -- once

388

1 COI signed the Protective Order, it was given a CD with
2 a Cost Model on it, and that's the model upon which Dr.
3 Ankum based his first testimony. That had four -- in
4 that one, all these rates were in one rate band. Then
5 when the CD that came with this testimony appeared,
6 there was a change, and the -- some of the services
7 were allocated to different rate bands, and she is --
8 so far the questions that I've asked she said that's
9 the case.

10 By Ms. Bloomfield:

11 Q. Correct?

12 A. They were in the same rate bands, that's
13 correct.

14 MS. BLOOMFIELD: I referred to -- the May
15 2008 was when we actually received that particular
16 model, Cost Model.

17 By Ms. Bloomfield:

18 Q. Isn't it true that AT&T Ohio has the same
19 rate band classification for four-wire, two-wire, and
20 DS1 loops for any particular wire center?

21 A. I don't know what AT&T's rate bands -- I
22 do know that AT&T only has three rate bands.

23 Q. Right, but I was asking about whether
24 those services were all in the same rate band
25 regardless.

389

1 A. And I do not know.

2 Q. Okay. Isn't it also correct that Embarq's
3 proposed rate band approach for these services -- isn't
4 it true that for the recently -- the recent Cincinnati
5 Bell Telephone ICA, these services were all in the same
6 rate band, the ICA that Embarq tendered to it?

7 A. Yes. Those were all negotiated, so -- but
8 I -- it's also possible, too, that two of those rate
9 bands have the exact same dollar amount, so effectively
10 it would be three rate bands, but --

11 Q. And isn't it true, and I want to verify
12 this, that when the -- I'm going to call them CBT, the
13 Cincinnati Bell ICA between Embarq and that company,
14 all the products were -- all these products, two-wire,
15 four-wire, and DS1, were always in the same rate band
16 from a given wire center; correct? No matter which
17 wire center you picked, they would all be in the same
18 rate band?

19 A. Yes.

20 Q. Isn't it true that this approach of having
21 those services in the same rate band is more typical in
22 the industry?

23 A. I do not know that. I know that we made a
24 conscious effort to move away from that, because we
25 realized that the FCC rules were very explicit in

390

1 saying that they should follow costs, and so to the
2 extent that the DS1's cost variations were different
3 than the two-wire, we ended up with banded costs that
4 didn't make sense for DS1, and so we consciously made
5 that decision to band them separately.

6 Q. So, in this case, isn't it true that
7 changing the rate bands for these services from a
8 particular wire center adds complexity for the customer
9 to figure out the rate for those particular services?
10 Where now we can go to one rate band and see what all
11 the services are, if you've moved them around, they
12 can't do that anymore; isn't that correct?

13 A. I don't find that complex. I have a list
14 of wire centers. There's two-wires and the --

15 Q. Okay. Let me ask it this way, is it more
16 complex than what they have to do today, when they're
17 all in the same rate bands?

18 A. I truly don't mean to be difficult, but if
19 they're looking for -- it's an eyeball from one column
20 to the next column.

21 (Discussion off the record.)

22 By Ms. Bloomfield:

23 Q. Isn't it true today, moving from the
24 services that are in a particular rate band, that today
25 Embarq's ICA, the one that's expired but is currently

391

1 effective, has four rate bands?

2 A. I believe that to be correct, but I also
3 believe that the first two rate bands may have the same
4 rates, and, therefore, effectively there's only three.

5 Q. Isn't it correct that in the prior
6 proposals to COI in this matter that there were four
7 rate bands that were tendered, including the model that
8 we received, that COI received in May 2008? There was
9 a four-rate band plan rather than a three-rate band
10 plan?

11 A. Yes. And since we have this line of
12 questioning, I want to be clear that the Rate Band 1
13 has a single wire center in it, and then the Rate Band
14 2 really starts in the additional banding; so it's
15 simply a matter of averaging the costs and at what
16 level are you going to average the cost. So putting a
17 single wire center into a single rate band -- it's not
18 influencing the final banded number all that closely.

19 Q. I guess that's a matter of
20 interpretation. Isn't it true that in the currently
21 effective, that is, the recently concluded ICA for
22 Cincinnati Bell, there are five rate bands?

23 MR. STEWART: I'm sorry, but I'm going to
24 object. I don't understand that rate bands are an
25 arbitrated issue, but maybe I'm too tired to think

392

1 clearly.

2 MS. BLOOMFIELD: We're getting there, Your
3 Honor. If you will indulge me, we're getting there, to
4 how the rate bands affect the prices that are in
5 contention in this case.

6 EXAMINER AGRANOFF: Proceed.

7 THE WITNESS: Yes, five rate bands.

8 By Ms. Bloomfield:

9 Q. Okay. And then, as you stated --
10 currently the proposal that we now have from Embarq to
11 COI proposes three rate bands; correct?

12 A. For only the DS1s and the four-wires.

13 Q. Isn't it true that if Cincinnati Bell
14 would order a two-wire, four-wire, DS1 service from the
15 Mansfield Wire Center, the level of rates would be in
16 the middle band, while COI would be taking some of
17 these services at the highest band?

18 A. I am not sure where Mansfield falls for
19 DS1s or four-wires, which band they fall in. I do not
20 have that here with me. I do see, though, that in
21 the -- for two-wire, when COI orders a two-wire in
22 Mansfield, it would fall into Band 3.

23 Q. Isn't it also true that if Cincinnati Bell
24 would order a two-wire, four-wire, DS1 services from
25 the Mansfield Wire Center, only a single rate band

<p style="text-align: right;">393</p> <p>1 would apply to these products?</p> <p>2 A. They would be multiple different prices.</p> <p>3 Q. Right, but they would all be from the same</p> <p>4 rate band; correct?</p> <p>5 A. Yes.</p> <p>6 Q. That would not be the case for COI under</p> <p>7 the new proposal; isn't that correct?</p> <p>8 A. They'd still have different rates, but --</p> <p>9 Q. And they'd be in different bands as well,</p> <p>10 some of them?</p> <p>11 A. Yes. And I should caution that at the</p> <p>12 final setting up within our billing system, we may have</p> <p>13 ten rate bands, but some of them could be the same</p> <p>14 price, same rate, but for billing purposes we may have</p> <p>15 to distinguish the wire centers into different rate</p> <p>16 bands.</p> <p>17 Q. Isn't it true that the changes made in the</p> <p>18 new model to COI, to the rate bands, means that for the</p> <p>19 following DS1 rates, currently for COI and Cincinnati</p> <p>20 Bell at the Mansfield Wire Center, COI is paying \$97.04</p> <p>21 while Cincinnati Bell, which has a newer ICA, is paying</p> <p>22 \$184.39, but if the Embarq proposed rate structure is</p> <p>23 approved, COI would be paying \$514.72 for exactly the</p> <p>24 same service that is offered to Cincinnati Bell at</p> <p>25 \$184.39?</p>	<p style="text-align: right;">395</p> <p>1 disparate. Theirs is almost three and a half times</p> <p>2 more that CBT is being charged, and their rate just</p> <p>3 went into effect, and the one that is being proposed</p> <p>4 for COI is 500 and something. I think that's a fair</p> <p>5 question to ask. She has -- she is indicating that she</p> <p>6 knows the business of Embarq. I think that's a fair</p> <p>7 question to ask her, whether she thinks a person can do</p> <p>8 business when you have two disparate rates coming from</p> <p>9 Embarq.</p> <p>10 EXAMINER AGRANOFF: If the witness feels</p> <p>11 qualified to respond to that question, you may.</p> <p>12 THE WITNESS: I don't understand COI's</p> <p>13 business plan in general and --</p> <p>14 By Ms. Bloomfield:</p> <p>15 Q. You think the question depends -- their</p> <p>16 paying more depends upon their business plan?</p> <p>17 A. Well, I think that CLEC has an opportunity</p> <p>18 to serve a niche market and, therefore, finds the</p> <p>19 specific customers that they want to serve.</p> <p>20 Q. Is it not the case that Embarq would be --</p> <p>21 would be foreclosing a niche market if they give the</p> <p>22 one rate that's considerably lower to Cincinnati Bell</p> <p>23 and another rate for exactly the same product to COI?</p> <p>24 MR. STEWART: I'm going to object. This</p> <p>25 line of questioning suggests there's something improper</p>
<p style="text-align: right;">394</p> <p>1 A. I don't have those rates in front of me,</p> <p>2 but those exact same rates that Cincinnati Bell will be</p> <p>3 paying are the same rates that were offered to COI that</p> <p>4 they rejected, so --</p> <p>5 Q. I'm not talking about what was offered.</p> <p>6 I'm talking about what Embarq has proposed and what</p> <p>7 we're litigating in this arbitration.</p> <p>8 A. I don't have the Mansfield -- I don't have</p> <p>9 the rate banding in front of me right at the moment.</p> <p>10 (Discussion off the record.)</p> <p>11 By Ms. Bloomfield:</p> <p>12 Q. Assuming for the moment they've taken</p> <p>13 these figures correctly from the various price lists</p> <p>14 from the Mansfield Wire Center, do you think that COI</p> <p>15 can do business if it has to pay \$512.72 (sic.) for a</p> <p>16 DS1 when Cincinnati Bell, a larger company, only has to</p> <p>17 pay \$184.39 for exactly the same product?</p> <p>18 MR. STEWART: Objection.</p> <p>19 EXAMINER AGRANOFF: Basis?</p> <p>20 MR. STEWART: It's asking the witness to</p> <p>21 speculate on whether COI can do business. The issue --</p> <p>22 well, that's it. It's an improper question.</p> <p>23 EXAMINER AGRANOFF: Miss Bloomfield.</p> <p>24 MS. BLOOMFIELD: I think it's a proper</p> <p>25 question. She is proposing these rates. They are</p>	<p style="text-align: right;">396</p> <p>1 about rates being different in different</p> <p>2 interconnection agreements. It's not the law. That's</p> <p>3 why one CLEC can MFN the agreement that another CLEC</p> <p>4 has.</p> <p>5 (Discussion off the record.)</p> <p>6 MR. STEWART: MFN, Most Favored Nation.</p> <p>7 So I object to the question.</p> <p>8 EXAMINER AGRANOFF: The Commission will</p> <p>9 ultimately make the determination that it believes is</p> <p>10 appropriate, and if the witness again feels qualified</p> <p>11 to respond as to somebody else's business plan, she</p> <p>12 can. If you don't feel you're qualified to make that</p> <p>13 type of assessment, you can say so.</p> <p>14 THE WITNESS: I would certainly suggest</p> <p>15 that I would believe that negotiations could still take</p> <p>16 place, and if COI would like to adopt CBT's rates for</p> <p>17 DS1, that can be discussed.</p> <p>18 By Ms. Bloomfield:</p> <p>19 Q. Would you say that's blackmail?</p> <p>20 MR. STEWART: I object.</p> <p>21 THE WITNESS: No.</p> <p>22 EXAMINER AGRANOFF: Ms. Bloomfield, I</p> <p>23 think you made your point in this.</p> <p>24 MS. BLOOMFIELD: Okay. I'll move on, Your</p> <p>25 Honor.</p>

397

1 By Ms. Bloomfield:

2 Q. Is there any cost justification for the
3 disparity of those two rates, the \$514.72 versus the
4 \$184.39?

5 A. I know that my model has all the details
6 around the demand, the services, the cost associated
7 with the wire center for both -- well, certainly for
8 the model that sits in front of everybody today. I
9 know that negotiated rates for CBT were negotiated, so
10 they might not have an underlying model of inputs
11 because puts and takes and however we decided to
12 develop rates, but we started with a model with both
13 CBT and COI in July of 2007, and so I would certainly
14 have the model that underlies the starting point with
15 CBT, and so I'd be able to, again, even within that
16 model, identify my demands, all the locations for
17 services for that same wire center to understand what
18 cost components were in both of them to be able to
19 isolate that.

20 Q. Why did you choose a three-band rate
21 structure when developing the proposal for COI now when
22 you proposed a four band just a few months before and
23 you have proposed a five band for CBT?

24 A. Our normal practice is to go with three
25 bands, but in Ohio, negotiations with CBT, they've

398

1 asked us, through that process, if we would band
2 differently. I also believe, during negotiations with
3 COI, we also looked at some of their demands to see if
4 there was some way to band some of their wire centers
5 so as to better be able to come up with a better rate
6 for COI, also; so it was through the negotiation
7 process that we ended up with some more bands. Our
8 typical in-house process is three bands.

9 (Discussion off the record.)

10 THE WITNESS: We went to more bands.

11 By Ms. Bloomfield:

12 Q. So you would give more bands to a customer
13 who wants to negotiate their rates under an ICA, but if
14 they don't want to negotiate, then you give them fewer
15 bands; is that correct?

16 A. When we are negotiating, we are hoping to
17 avoid 25 people in a room and all the costs associated
18 with everybody to be here, and so, yes, we are willing
19 then to be more flexible in what we can do to avoid
20 arbitration, and that's what we do, but since our
21 typical process is to only have three bands, that's
22 what we brought forward in this case.

23 Q. Ms. Londerholm, did you have an
24 opportunity to review Dr. Ankum's testimony?

25 A. Yes.

399

1 Q. And in his testimony he indicated a
2 comparison on Page 5, if you have it, a comparison of
3 several other companies that Embarq had ICAs with.

4 EXAMINER AGRANOFF: Give her a chance
5 to --

6 THE WITNESS: Can you point me to where
7 you're looking at?

8 By Ms. Bloomfield:

9 Q. It's Page 5 of the confidential version,
10 the prefiled, not the supplemental, and it is Table 2.

11 A. Page 5, Table 2, I'm there.

12 Q. Okay. Across the top there are various
13 ICAs referenced, including one with granite. Do you
14 see that?

15 A. I'm on Page 5 of the direct testimony.

16 Q. I beg your pardon. It's the
17 supplemental.

18 A. I'm sorry.

19 Q. It's my problem. I'm sorry. It's the
20 supplemental testimony.

21 A. I'm there.

22 Q. Okay. The second column from the --

23 A. Yes, I see the granite, uh-huh.

24 Q. Was that a negotiated contract as well?

25 A. I don't know. I was not involved with any

400

1 arbitration or any negotiations with granite, so I
2 don't know.

3 Q. If you'd turn to Page 43 of your
4 testimony, you have a heading on about the third of the
5 way down or fourth of the way down starting on Line 7
6 that says "Implicit Agreement"?

7 A. Yes.

8 Q. Do you see that? And is it a fair summary
9 of your statements here to say that you concluded that
10 the fact that COI did not dispute 140 prices on Table 1
11 implies that these 140 prices of 155 prices were
12 acceptable to COI?

13 A. Yes.

14 Q. Okay. If you were a business person and
15 purchased only 15 services in any significant quantity
16 from Embarq's price list of 155, would you spend money
17 on consultants and lawyers and a substantial amount of
18 your own time that could otherwise be spent on your
19 core business to contest products and services, 140
20 products and services that you weren't going to use in
21 any case?

22 MR. STEWART: I'll object. It's calling
23 for speculation on the part of the witness.

24 MS. BLOOMFIELD: Your Honor, if I could
25 respond, I believe she's speculated in her conclusion

<p style="text-align: right;">401</p> <p>1 that we found those -- that COI found those acceptable, 2 and I don't think that's a good conclusion. I am 3 testing her assumption with another question. 4 EXAMINER AGRANOFF: I understand, Miss 5 Bloomfield, but I really think that these are the types 6 of points that you can make on brief and address there 7 if you believe that it's an inappropriate assumption. 8 MS. BLOOMFIELD: Okay. 9 By Ms. Bloomfield: 10 Q. Isn't it true that currently COI does not 11 use any of the four-wire products that Embarq offers? 12 A. I checked at the time I wrote my 13 testimony, and it was zero, and I believe Mr. 14 Vogelmeier said yesterday it was zero. 15 Q. And isn't it the case that because COI 16 chose only to contest the rates of several of the 17 four-wire products, you assumed that COI did not know 18 the differences between these various four-wire 19 services? Isn't that what your testimony says? 20 A. Could you repeat the question, please? 21 MS. BLOOMFIELD: Would you mind reading 22 it? 23 (Question read back.) 24 MR. STEWART: I'll object again. The 25 testimony says COI does not appear to understand the</p>	<p style="text-align: right;">403</p> <p>1 important for them to dispute? 2 A. Yes. 3 Q. Okay. All right. 4 I have no further questions, Your Honor. 5 EXAMINER AGRANOFF: Redirect. 6 MR. STEWART: Let me take one minute to 7 speak with my witness, and I think I'll save us at 8 least ten. 9 EXAMINER AGRANOFF: Okay. Go off the 10 record. 11 (Recess taken.) 12 EXAMINER LYNN: Back on the record. There 13 will be no redirect? 14 MR. STEWART: I have no redirect based on 15 the cross. 16 EXAMINER LYNN: Back to the Panel, then. 17 Miss Russell. 18 MS. RUSSELL: No questions. 19 EXAMINER LYNN: No questions. 20 Miss Green. 21 MS. GREEN: I'll be the bad guy, I guess. 22 REEXAMINATION 23 By Ms. Green: 24 Q. Miss Londerholm, what is the study period 25 for the model you submitted in this arbitration, the</p>
<p style="text-align: right;">402</p> <p>1 physical loop connection, but that's not what the 2 question was. 3 EXAMINER AGRANOFF: I think the witness 4 should be able to explain her own testimony. 5 MS. BLOOMFIELD: To say what you prompted 6 her to say. 7 EXAMINER AGRANOFF: Let the witness 8 explain. Let the witness explain what her testimony 9 says. 10 THE WITNESS: No. The reason that I 11 thought -- the reason I concluded they did not 12 understand the distinction is on Page 45, starting at 13 Line 11, because there was an e-mail sent to us even 14 subsequent to the arbitration being requested that 15 asked us to describe the technical requirements of 16 these two different four-wire loops, and so I came to 17 the conclusion that those two different kinds of 18 four-wire loops weren't familiar to COI, and, of 19 course, they don't -- they, of course, don't order any 20 of those four-wire loops, so -- but we're here today 21 arbitrating the rates. 22 By Ms. Bloomfield: 23 Q. That's right. Isn't it the case that COI 24 might believe that in the future that they would need 25 four-wire products, and, therefore, they would be</p>	<p style="text-align: right;">404</p> <p>1 time frames of the periods? 2 A. The general ledger is 2006. The cable and 3 wire investments were based upon work order data from 4 2005 and 2006. Material costs were updated with 2008 5 information. 6 Q. From an engineering perspective, what is 7 the difference between a DS1 loop and a four-wire loop 8 with regard to the provisioning requirements for each 9 one? 10 A. I believe if you look at my testimony on 11 Page 12 and 13, if you look at my testimony on 12 and 12 13, on 13 it will start with the DS1. There are two 13 ways that we can provision a DS1 coming out of the 14 central office. If it's within 12,000 feet, we serve 15 it entirely with copper. It will go through the FDI, 16 the Feeder Distribution Interface, and the 17 distribution -- you can see the distribution cable and 18 wire there. That's going to be copper again to the 19 customer location. You'll notice that within the 20 central office aspect of it there's channel banks and 21 HDSL cards. When the customers are further away, we'll 22 fiber feed a digital loop carrier, and then from the 23 digital loop carrier we'll have copper going to the 24 customer location. There's electronics that are 25 associated with the DLC, as you see there. The</p>

<p style="text-align: right;">405</p> <p>1 electronics for the DLC has common costs associated 2 with it which is shared between the DS1 and the voice 3 grade, and this is an area where in the current expired 4 ICA agreement the allocation of that DLC to DS1 did not 5 take place, so the two-wire had a higher rate 6 associated with it than the DS1.</p> <p>7 That's what I explained to Mr. Vogelmeier 8 a couple of times while we were working through rates, 9 and it's validated in Dr. Ankum's testimony, on his 10 direct, Page 42 and 43, when he applies his same 11 indices to two-wire and expects them to be -- and they 12 come out higher than he expected them to be, and that's 13 because his starting point on the two-wire was too 14 high. His starting point on the DS1 was too low. So 15 that's -- those are the basic components, and when I 16 think of it overall, I think of it in two categories. 17 There's cable and wire, and there's electronics, and 18 then that's a pictorial view of it. Over on Figure 1 19 and Figure 2, it is the same sort of network associated 20 with a voice grade. Again, it can be copper all the 21 way if it's within 12,000 feet of the central office. 22 Longer than that, there's a fiber fed cable to a 23 digital loop carrier, and then the copper comes off of 24 the digital loop carrier to the customer location. 25 Now, the cable and wire alone in that situation will be</p>	<p style="text-align: right;">407</p> <p>1 warnings that are showing up is that we have a lot of 2 flexibility in our model, and it has the ability to put 3 in two different manufacturers of the digital loop 4 carriers. We only use one. We found that Talex (ph) 5 to be the most efficient for all sizes of digital loop 6 carriers, and so in the second input values, if the 7 second one was to be used, we left those blank, and so 8 as Excel processes through and it finds a blank where 9 it expected to find a value, it wrote out to say 10 there's a problem. So had we put zeros into those 11 values for inputs instead of the blanks, those warnings 12 wouldn't have taken place.</p> <p>13 The other -- one of the other warnings, 14 though, has to do with in Visual Basic for Applications 15 or in writing a macro and doing routines, it's 16 typically written that you want to do from 1 to 20, you 17 do a certain routine, and we had the count wrong on 18 that; so it was trying to go one past it, and so it was 19 again putting out a warning. It had absolutely no 20 effect on any of the results to the model whatsoever. 21 If the model had a true error, you would get one of the 22 big errors on your screen from Excel, and the 23 processing would have stopped.</p> <p>24 Q. Okay. In regards to the rate band 25 classification method that you described in your</p>
<p style="text-align: right;">406</p> <p>1 the same for two-wire and four-wire. We simply double 2 the cable and wire for the four-wire, but the 3 electronics piece is different for the four-wire. In 4 the case that we're serving customers out of the DLC, 5 there's a line card in that DLC, and the four-wire line 6 card is rather expensive because it's not a service 7 that gets ordered very much. It's also just a six-port 8 card, which means that only six customers can share 9 that higher cost card, where the voice-grade card has 10 24 ports, and so divided by a higher number obviously 11 has a lower per unit, which is why the four-wire will 12 be more than twice the two-wire when you look at it on 13 the price sheet.</p> <p>14 Q. There has been discussion yesterday in 15 regards to the log files that are contained in your 16 model.</p> <p>17 A. Uh-huh.</p> <p>18 Q. What are the purposes of the log files?</p> <p>19 A. They are -- they are to write out when 20 something unusual might happen within the model. Now, 21 those log files show up and state on there that there's 22 an error because that's what Microsoft's verbiage is 23 for the particular line, but tagged also in there is a 24 column with a W, which is simply a warning, and so what 25 has happened with those particular log files and the</p>	<p style="text-align: right;">408</p> <p>1 testimony for the proposed interconnection agreement, 2 could you walk us in general terms, walk us through how 3 you created that system?</p> <p>4 A. Uh-huh. Every wire center has its own 5 monthly recurring costs associated with it. So once 6 the model is finished, Wire Center 1 through 100 will 7 have a monthly recurrent cost, and we'll just say 1 8 through 100. So I sort those from high -- lowest to 9 highest, and then I take the average of all of the wire 10 centers, and then I put into my Band 1 all the wire 11 centers that are below that average. Then in Band 3, 12 anything that's above 50 percent of that average goes 13 into Band 3, and the rest goes into Band 2. So that's 14 anything from a zero to 49.99. So it's based upon 15 costs, which is what the FCC requires, based upon costs 16 at the wire center level.</p> <p>17 Q. There seems to be a hypothetical as far as 18 why does Band 1 seem to have the lower wire centers and 19 the Band 3 the higher. Can you elaborate a little more 20 for our understanding?</p> <p>21 A. Sure. The FCC has rules that say the 22 banding needs to take place in at least three groups 23 and that banding needs to be done based upon costs, and 24 so by grouping together all the lower cost wire 25 centers, we believe we're matching up to what the FCC</p>

409

1 rules say, that those -- that we're putting together in
2 Band 1 the lowest cost, Band 2 then the medium cost,
3 and then Band 3 the highest cost. Does that answer --

4 **Q. Yes. I think I just have a couple more.**
5 **Let me see here.**

6 A. And if I might elaborate further, we have
7 174 wire centers in our Ohio property. I suppose
8 another person might say, well, if you're going to band
9 into three, just do a third, a third, a third, but by
10 doing that, that would make my Band 1 rate even higher,
11 because when I band -- when I'm going from highest to
12 lowest, then I'm including in that Band 1 more wire
13 centers than are below the statewide average; so it
14 still could be cost bound doing that, but this helps to
15 kind of get that Band 1 down to a little bit lower rate
16 by recognizing we're going to sell all of those below
17 our statewide average cost. And the other thing to
18 keep in mind with the banding is that in general you're
19 going to have wire centers that you are selling below
20 cost and you're having some wire centers above costs
21 just because of the averaging that takes place, and if
22 you look in our model, in our loop summary .xls file,
23 you'll see where the banding takes place, and you can
24 see that Band 1 at \$120 has some wire centers that are
25 below that and some wire centers above that, even

410

1 within the band itself, because we're kind of an
2 industry of averaging.

3 **Q. So the classification is based solely on**
4 **costing?**

5 A. It's based on -- it's based on costs, and
6 then it's based upon how to divide those costs into
7 three bands.

8 **Q. Okay. This question has to deal with**
9 **common costs. Could you please describe what is**
10 **reasonable to include in the calculation of common**
11 **costs and provide examples of what is not reasonable to**
12 **include?**

13 A. Common cost -- reasonable common costs are
14 going to include anything that's shared across the
15 entire company, so our president is included in that.
16 I'm included in that. The desk of our president, the
17 building that we're in, the IT services, accounting
18 services, they're all necessary to run a company. It
19 may not be necessary to just a telecom company, but
20 they're necessary to run a company. So those are the
21 reasonable things to include in common costs. What's
22 not reasonable would be non -- a non -- a one-time
23 charge that you don't expect to happen in the future
24 should be removed from that cost. That's the only
25 specific example that I can think of.

411

1 **Q. Okay. The last question is it's my**
2 **understanding that the main distribution frame is used**
3 **in UNE switching and UNE loops. Did you allocate the**
4 **costs between the switch and the loop?**

5 A. Yes. There's a demarkation point. The
6 loop model is going to pick up the cable and wiring to
7 get to the main distribution frame as part of the loop,
8 and switching picks up the demarkation point.

9 **Q. Is that somewhere in your study that you**
10 **can point us to or in your testimony anywhere or --**

11 A. The -- you will not find the main
12 distribution frame inputs as part of the loop model.
13 What you will see on the inputs file under the tab
14 called loop there's two input values kind of in the
15 middle of the page, over to the right, that have to do
16 with the cable and wire and the installation costs for
17 plugging all of that into the MDF, and you can
18 certainly call me and I'd be happy to point you to it.

19 **Q. Are those the (redacted) value and**
20 **(redacted) value?**

21 A. That's correct.

22 **Q. So those are the values that represent the**
23 **allocation between the loop and the switch?**

24 A. Well, it's the ending point of the loop,
25 if that makes sense, to get the loop to the main

412

1 distribution frame, and then I'm done, and switching
2 would pick up.

3 **Q. All right. I think that is all I have.**

4 EXAMINER LYNN: Mr. Agranoff.

5 EXAMINER AGRANOFF: No questions.

6 EXAMINER LYNN: No questions. Okay.

7 Counsel for Embarq, do you have any other questions
8 based upon what the Panel had asked?

9 MR. STEWART: I do not.

10 EXAMINER LYNN: Miss Bloomfield.

11 MS. BLOOMFIELD: No, Your Honor.

12 (Witness excused.)

13 EXAMINER LYNN: Before we move on, there
14 have been a number of exhibits.

15 MS. BLOOMFIELD: COI has Exhibits 4 --

16 EXAMINER LYNN: I think I can summarize
17 it. Since Ms. Londerholm took the stand, we've had
18 exhibits introduced by Embarq as well as COI. I'll
19 start with Embarq's first, if that's okay. Mr.
20 Stewart, I can't recall if you made a motion. Did you
21 make a motion to admit Exhibits 3 and 3A into
22 evidence? If not, do so now.

23 MR. STEWART: I believe I did, but in the
24 event I didn't, I'll move for the admission of Embarq
25 Exhibit 3 and 3A.

<p style="text-align: right;">413</p> <p>1 MS. BLOOMFIELD: No objection. 2 EXAMINER LYNN: Those will be admitted 3 into evidence. 4 (EXHIBITS ADMITTED INTO EVIDENCE.) 5 EXAMINER LYNN: Miss Bloomfield, COI had 6 introduced Exhibits 5 -- COI introduced Exhibit 5. 7 That's the LCM Master Price List? 8 MS. BLOOMFIELD: Well, I think we had -- 9 EXAMINER LYNN: I'm sorry. Four, you're 10 right, the e-mail. 11 MS. BLOOMFIELD: Four through nine, Your 12 Honor, I believe. 13 EXAMINER LYNN: Four through nine, you're 14 correct. Four is already admitted. 15 MS. BLOOMFIELD: I would move those, Your 16 Honor. 17 EXAMINER LYNN: Mr. Stewart, so COI 18 Exhibits 4 through 9, Miss Bloomfield made a motion 19 that they be admitted into evidence. 20 MS. BLOOMFIELD: Yes, Your Honor. 21 EXAMINER LYNN: Any objections on your 22 part, Mr. Stewart, COI Exhibits 4 through 9? 23 MR. STEWART: No objection to any besides 24 six, and let me think for a minute. 25 EXAMINER LYNN: No objections?</p>	<p style="text-align: right;">415</p> <p>1 MS. BLOOMFIELD: No. Your Honor, I 2 believe what happened was -- I believe the only thing 3 that the company -- and I did not prepare this, and I 4 will confirm this, but I believe the only thing that 5 COI consultants did was to go to the COI Analysis, and 6 I believe the -- but I'm not positive. They may have 7 done that -- I'm not even sure whether -- my 8 recollection is there were many more columns and they 9 just contracted the columns, and they may have done the 10 calculations, but my understanding is that these are 11 columns that are found in the FCC ARMIS report. 12 MR. STEWART: And I don't doubt that this 13 accurately reflects what different companies have 14 reported. My concern is that I don't know how specific 15 the rules are, nor do I know how companies interpret 16 them with respect to reporting something that's not as 17 cut and dried as a residential access line. For 18 example, a voice-grade equivalent, how different 19 companies conclude -- or calculate what a voice-grade 20 equivalent is for an OC3 or what have you, I don't know 21 and I'm not sure I can ever know, and the mere fact 22 that Verizon is shown as half the number -- less than 23 half the number on the column that says Total Access 24 Lines, Switched and Special, makes me -- leads me to 25 the conclusion that some methodology is different,</p>
<p style="text-align: right;">414</p> <p>1 MR. STEWART: Yes. 2 EXAMINER LYNN: You're pondering an 3 exhibit? 4 MR. STEWART: Yes. I do object to six 5 because there's no way for me to know whether other 6 companies report these various lines utilizing the same 7 methodology that Embarq does, so I don't know that one 8 could make a meaningful comparison. 9 MS. BLOOMFIELD: Your Honor, if I could 10 respond? 11 EXAMINER LYNN: Sure. 12 MS. BLOOMFIELD: It's my understanding 13 that all companies are required to make this report. 14 They're given the report form by the FCC, and this 15 exhibit represents exactly what each of the companies 16 reported. It would be easy to verify that by going to 17 the FCC Website, pulling out the ARMIS reports for each 18 of these companies and compare them, and I think -- if 19 it is shown later that we didn't do it correctly, I 20 will withdraw the exhibit voluntarily, but I believe 21 it's correct. 22 EXAMINER AGRANOFF: Point of 23 clarification, this exhibit was produced, though -- 24 this is not a photocopy? The company actually created 25 the columns and the headings?</p>	<p style="text-align: right;">416</p> <p>1 because it is simply inconceivable that we're twice as 2 big as Verizon in Ohio. It doesn't compute. I don't 3 know what the explanation is. I'm not sure I can ever 4 find out. That's why I object, and I don't mean to -- 5 I hope you don't think I mean to impugn the accuracy of 6 what you're putting here. I just don't know what it 7 means, and I don't think we can know what it means. 8 MS. BLOOMFIELD: If I could have one more 9 shot at this, the FCC tells all the companies file 10 these reports. It gives them instructions, all the 11 things we're talking about, how do you work -- how do 12 you file -- how do you compute voice-grade equivalents, 13 that's right there in the instructions, just as if I 14 would have taken three annual reports that were filed 15 here at the PUCO, put them together as an exhibit for 16 convenience purposes, asked to have them be admitted, 17 and we have this kind of objection. I mean, they are 18 public records that were filled out by these companies 19 in accordance with the rules of the FCC, and the one 20 that's amazing to me, the one that he's taking issue 21 with is not anybody else's but Embarq's and whether or 22 not they calculated the voice-grade equivalents 23 properly. I don't know if they did or not, but this is 24 public record. This is what we had available to use, 25 and I don't see a real objection to this, unless</p>

<p style="text-align: right;">417</p> <p>1 somebody shows me later that this isn't what was 2 filed.</p> <p>3 EXAMINER AGRANOFF: Just a minute. 4 (Discussion off the record.)</p> <p>5 EXAMINER AGRANOFF: With respect to COI 6 Exhibit 6, that exhibit will be denied. It really 7 should have been sponsored by a COI witness if you 8 wanted to bring this in, especially if it has a COI 9 Analysis on it. If it was sponsored, you may have been 10 able to get over some of the problems that have been 11 raised. So, at this point in time, that will be 12 denied. Then with respect to the other exhibits that 13 were identified --</p> <p>14 EXAMINER LYNN: You did make a motion to 15 admit all your exhibits into evidence?</p> <p>16 MS. BLOOMFIELD: I did.</p> <p>17 EXAMINER AGRANOFF: With respect to all 18 the other COI exhibits, with the exception of Exhibit 19 6, the other exhibits shall be admitted as far as the 20 record at this time.</p> <p>21 (EXHIBITS ADMITTED INTO EVIDENCE.)</p> <p>22 EXAMINER LYNN: All Embarq's exhibits have 23 been admitted into evidence?</p> <p>24 MR. STEWART: Yes. I'll say this on the 25 record, we will supply the hard copy paper output of</p>	<p style="text-align: right;">419</p> <p>1 Londerholm's testimony, counsel for Embarq has admitted 2 to having that information docketed in hard copy with 3 the Commission by Tuesday, November 4th.</p> <p>4 MR. STEWART: Yes.</p> <p>5 EXAMINER AGRANOFF: And he will also 6 provide a copy to the court reporter. We also have the 7 issue of the confidential transcripts that counsel will 8 be going through. I don't know when you're going to be 9 receiving those transcripts to figure out when you 10 should have that review done. Let's go off the record 11 again for a minute.</p> <p>12 (Discussion off the record.)</p> <p>13 EXAMINER AGRANOFF: Let's go back on the 14 record. We just had a conversation off the record with 15 counsel. With respect to the transcript review, 16 Embarq's counsel, Mr. Stewart, has committed to 17 reviewing the sealed transcripts by November 18th, and 18 then he and counsel for COI, Miss Bloomfield, will 19 provide the appropriate information to the court 20 reporter by Monday, November 24th, identifying those 21 portions of the sealed transcripts that can be released 22 on public record. With respect to inform that COI's 23 counsel had represented would be provided to the 24 Commission with respect to the interconnection 25 agreements that are referenced in Dr. Ankum's</p>
<p style="text-align: right;">418</p> <p>1 what the CD contained, so that the public record at 2 some point when the -- if and when the proprietary time 3 period expires, the public's interest can be satisfied 4 by looking at those papers.</p> <p>5 EXAMINER AGRANOFF: With respect to that, 6 I would request that the court reporter receive a copy 7 as a confidential as well as docketing. You'll provide 8 a copy of the document as well to replace the CD that 9 had been prefiled.</p> <p>10 MR. STEWART: Yes, Your Honor, we will do 11 both those things.</p> <p>12 EXAMINER AGRANOFF: I also have 13 outstanding the time frames on that. When do you think 14 you'll be able to get that done?</p> <p>15 MR. STEWART: Let me ask someone who 16 knows. Can somebody print that out and overnight it to 17 us?</p> <p>18 MS. LONDERHOLM: Sure.</p> <p>19 MR. STEWART: Maybe we can do it here, 20 although I don't know. Can we do it here? Let's go 21 off the record.</p> <p>22 (Discussion off the record.)</p> <p>23 EXAMINER AGRANOFF: Let's go back on the 24 record. With respect to the confidential information 25 contained on the CDs that accompanied Embarq's -- Ms.</p>	<p style="text-align: right;">420</p> <p>1 supplemental testimony, at this time I would have that 2 information identified as a late-filed exhibit, and it 3 should be identified as Late-Filed Exhibit No. 10 for 4 COI, and, Miss Bloomfield, if you could have that 5 information filed at the Commission by Friday, November 6 7th.</p> <p>7 MS. BLOOMFIELD: Yes, Your Honor.</p> <p>8 EXAMINER AGRANOFF: And lastly, I want the 9 record to be clear that COI Exhibit 2, COI Exhibit 3, 10 Embarq Exhibit 3 shall be all considered to be 11 confidential exhibits and shall not be part of the 12 public record.</p> <p>13 MS. BLOOMFIELD: Your Honor, it may be 14 that some of the exhibits that COI introduced in the 15 four to nine category, which were taken from workbooks 16 from the CD, might also have to be confidential. I 17 think it's up to Embarq to tell us which ones they 18 are.</p> <p>19 MR. STEWART: Thank you. Yes, I was going 20 to mention that. COI Exhibit 5, which is the Master 21 Price List, I believe Ms. Londerholm indicated on the 22 stand was proprietary. Let me check with her quickly 23 to see if seven or eight would also be.</p> <p>24 (Discussion off the record.)</p> <p>25 MR. STEWART: Just No. 5 is confidential.</p>

421

1 EXAMINER AGRANOFF: So COI Exhibit No. 5
2 shall also be considered as confidential and not be
3 included as part of the public record. Finally, COI
4 Exhibit 10, which is the late-filed exhibit, shall also
5 be admitted as part the public record at this time.

6 MR. STEWART: Your Honor, I was too
7 hasty. The one page, COI Exhibit 9, is a confidential
8 exhibit. That's the actual fill factors.

9 EXAMINER AGRANOFF: We shall also have COI
10 Exhibit No. 9 considered as a confidential exhibit and
11 not part of the public record at this time. Lastly, we
12 earlier yesterday discussed a briefing schedule, and we
13 will anxiously await the briefs. With that, if there's
14 nothing further, this matter shall be considered
15 submitted on the public record. Thank you.

16 (Thereupon, the hearing was concluded at
17 6:00 p.m.)
18
19
20
21
22
23
24
25

422

1 CERTIFICATE

2 I do hereby certify that the foregoing is
3 a true and correct transcript of the proceedings taken
4 by me in this matter on Wednesday, October 19, 2008,
5 and carefully compared with my original stenographic
6 notes.
7
8

9 Valerie J. Sloas, Registered
10 Professional Reporter and Notary
Public in and for the State of
Ohio.
11

12 My commission expires June 8, 2011.
13 (VJS-518)
14
15
16
17
18
19
20
21
22
23
24
25

A				
abandoned 372:13	350:22 351:2	294:2 300:16	addition 252:7	advice 320:13
abbreviations	355:5,6 357:18	349:15 361:18	additional	advised 291:16
381:4	358:13,18	361:22	306:17 307:23	291:20
ability 209:2,6	363:4 365:18	accurately	309:24 327:15	aerial 373:15
209:24 268:25	365:23,25	415:13	327:17,19	affect 392:4
271:4 278:11	366:5,22	achieved 371:15	329:14,15	affects 358:22
278:20 325:20	367:25 369:20	acknowledge	331:2 335:21	afield 360:8
360:2 407:2	370:11 371:7	289:19	343:15,15	after 199:17,20
able 211:16	375:19 376:9	acknowledgment	373:15 384:7	199:21 200:15
227:15 237:2,7	384:4 388:23	272:16 273:6	391:14	200:16,17
255:11 280:10	394:5,6 396:1	acquiesce 258:23	address 223:20	202:19 203:2
307:3 316:14	400:4 416:11	across 212:22	236:14 298:4	207:13,16
326:23 348:19	above 274:12	248:23 272:18	386:19 401:6	211:22 212:11
360:7 366:20	320:16 408:12	274:20 327:2	addressed 315:10	217:12,15,23
372:6 397:15	409:20,25	359:24 399:12	329:16,20	220:11 223:3
397:18 398:5	absolute 241:3	410:14	addressing	236:6 254:14
402:4 417:10	276:7	across-the-board	348:16	257:3,24 258:3
418:14	absolutely	370:15,17	adds 376:18	258:8 261:25
about 199:14,24	215:11 303:9	Act 193:7 333:22	390:8	262:19 263:19
201:2 202:7,10	366:5 369:22	348:18	adequate 220:8	263:24 271:2
202:23 203:12	370:3 407:19	action 293:19,19	adhere 258:23	272:11,12,15
203:24 207:10	accept 203:15	actions 291:23	adjust 208:11	280:18,19
207:23 208:20	204:10,14	actual 196:7	adjusted 376:19	286:13 292:8
208:20 211:22	216:8 225:3	284:21,21	384:23	293:9,14 295:5
212:14,24	227:9 351:20	285:24 291:22	adjusting 376:24	308:5 311:16
213:5,15,22	358:14 361:11	313:7 342:21	adjustment	320:4 344:20
214:25 216:19	acceptable	346:19 362:16	376:14 385:2	afternoon 299:24
219:25 228:4	400:12 401:1	371:10,20,21	adjustments	299:25 333:10
230:20 231:18	accepted 358:6	372:11 375:11	209:16 210:5	333:11 344:7
232:16 235:11	accepting 357:24	375:20 376:4	210:12	again 213:3
235:22,25	access 211:19	376:12,25	Administration	217:3 247:7
236:12,13,22	248:14 345:6	377:5 378:6	352:14	262:17 268:6
238:11 242:25	345:14,17,25	379:13,15	administrative	271:19 273:5
243:15 244:23	346:3 359:17	380:10,11	329:15	281:22 283:4
245:5,11 249:8	364:1,3 367:13	384:24 421:8	admission 199:2	298:24 305:4
251:2 257:2	368:1 415:17	actuality 219:16	299:18 338:20	306:9 314:16
259:13 260:19	415:23	373:18	339:7 412:24	322:17 337:1
261:13 271:17	accommodate	actually 203:21	admit 296:22	338:20 342:1
274:8 275:8	208:18 209:17	205:11,12	339:23 412:21	342:24 344:7
278:23 279:19	210:7,13	223:1 232:5	417:15	346:9 352:22
281:13 282:13	accompanied	239:1,3,7	admitted 197:9	376:8 382:12
283:9 284:18	418:25	241:14 257:14	197:11,13,15	396:10 397:15
286:6 287:6	accordance	263:17 275:20	296:15 297:2	401:24 404:18
288:12 289:20	416:19	276:23 278:18	338:23 339:2,3	405:20 407:19
289:20 290:13	according 201:13	279:17 284:23	339:25 413:2,4	419:11
291:1 294:12	205:4 217:3	284:23 285:4	413:14,19	against 229:20
295:20 301:4	253:22 368:6	287:15,22	416:16 417:19	241:8 248:11
303:16,17,22	account 263:10	303:23 308:5	417:21,23	248:17 249:14
303:23 312:1	263:12 305:22	317:2 318:6	419:1 421:5	252:4 256:11
312:14,16	323:9,14	321:21 326:24	adopt 298:15	260:1,3 267:20
313:19 317:6	accounting	328:13 339:15	396:16	aggregates
318:6,10 322:6	344:24 352:13	348:5,23	adopted 338:23	313:16
322:20,21	410:17	349:23 358:12	355:2	aging 263:11,12
323:7 324:22	accounts 288:7	373:19 376:20	adopting 297:16	263:24
325:20,21,25	accrues 230:22	377:7,8 388:15	311:1 321:17	agnostic 206:5,6
331:4 334:10	accuracy 352:3	414:24	advance 246:8	ago 296:16
337:11 338:4	416:5	added 373:16	advertising	338:21 350:19
338:21 348:17	accurate 279:18	adding 300:14	384:25 385:6	372:14
	280:2 288:4,14	329:14	385:18	Agranoff 193:10
	289:2,3,4			195:7,9,13

197:7 219:15	253:15 258:21	323:10 333:20	another 197:12	appeared 380:23
224:24 225:20	269:22,24	333:21 334:15	208:9,10	388:5
226:2 228:9	277:24,25	341:4	213:23,23	appears 230:19
230:13,16	278:3 281:15	already 234:20	215:5,5,6	240:13 317:2
248:8 268:5	282:20 286:23	235:3 281:12	227:17 232:1	324:1 334:4
270:15,17	286:25 287:13	288:8 300:11	237:3 246:19	362:19
284:5,18	287:14 295:17	300:23 303:19	247:17 308:2,2	apples 367:4,4
285:16 288:20	302:20,24	303:21 304:6	327:6 328:24	applicable
294:17,22	330:20 332:9	305:5 307:22	365:13 366:14	226:14
295:2 297:14	332:13 333:24	315:1 324:10	395:23 396:3	application
302:23 312:20	341:5 396:3	329:7 334:22	401:3 409:8	345:9,10
315:9 316:1	400:6 405:4	336:21,23	answer 200:13	applications
324:9,13,16	408:1	413:14	209:1,24	199:18 214:11
325:15 326:3	agreements	alternative	214:16 219:12	345:11,23
333:6,7,9	241:10 295:19	313:22,23	226:6 237:2	346:6,13
334:21 335:7	333:20 396:2	319:18	238:2 246:17	407:14
337:11 338:12	419:25	although 211:7	250:12 266:15	applied 318:2
341:24 348:21	agrees 228:5	216:2 236:16	268:8 281:8	applies 204:2
354:10 360:17	290:12	260:19 418:20	282:14 288:9	231:7 250:7
362:2 367:5,10	ahead 209:1	always 217:4,23	290:23 299:5	319:13 329:11
371:1 377:23	268:10 279:2	238:14,14	301:8,23,23,24	377:7 405:10
378:11,14	297:22 310:2,7	272:4,7 293:1	303:9 310:24	apply 226:25
380:19 381:3	342:11 361:22	304:6 373:5	319:11,12,25	229:20 231:3
382:3 384:13	AIG 266:9,16	389:15	322:18 326:17	269:19,21
387:22 392:6	al 318:3	amazing 416:20	334:10 350:7,7	326:7,8 329:23
394:19,23	algorithm 345:18	American 292:13	360:7,10	386:10,12
395:10 396:8	algorithms 345:3	292:14	364:25 409:3	393:1
396:22 399:4	345:25 346:19	among 273:7,11	answering 245:10	appreciate
401:4 402:3,7	348:1,10,15	amount 202:4	258:13	357:22 360:6
403:5,9 412:4	357:24,25	222:4 246:2,9	answers 198:25	approach 389:3
412:5 414:22	358:14 376:3	246:22 247:23	228:18 299:15	389:20
417:3,5,17	alleged 225:4	251:7 256:6,7	343:23 360:13	appropriate
418:5,12,23	alleges 234:2	256:10 259:18	anxiously 421:13	201:2,5 217:2
419:5,13 420:8	alleging 334:4	259:20,24	anybody 416:21	221:13 223:13
421:1,9	allocate 411:3	260:7 261:15	anymore 372:20	223:25 224:18
agree 200:25	allocated 370:10	265:19 276:7	390:12	225:5,10,11,11
212:15 227:12	385:19 388:7	276:21 279:20	anyone 341:4	228:7,22
229:19,25	allocating 370:4	279:23 290:1,6	anything 197:20	229:24 244:15
240:18 252:3	allocation	291:17 321:12	251:2 260:19	256:2,4,6,9
258:17 300:13	369:21,23	374:5 376:20	304:17 312:1	259:1,3,15
306:3 311:17	370:3 405:4	389:9 400:17	361:18 408:12	264:10 301:1
313:14 317:10	411:23	amounts 245:14	408:14 410:14	311:6 312:11
317:13 319:5	allow 228:17	245:15 264:21	anyway 276:19	312:18 314:24
323:18 363:24	267:2 342:19	265:1,4,13	anywhere 215:7	319:3,17,18
364:6,10,15,21	342:19 382:18	279:13 376:12	243:6 361:25	321:12,23
367:12 368:1	allowed 234:12	Analysis 344:17	411:10	322:14 324:22
381:16 385:20	234:15 235:1	365:16 383:18	apart 312:3	324:25 329:10
agreeable 213:18	allows 309:23	383:25 415:5	321:23	385:17 396:10
agreed 202:20,22	alluded 379:10	417:9	apologize 204:7	419:19
203:2 229:15	almost 239:21	and/or 259:8	314:11 365:13	appropriateness
243:17 246:7	248:24 258:19	292:17	apparently	324:17
273:7 287:20	289:7 293:1	animal 250:24	225:13 281:25	approved 332:13
330:23 332:10	395:1	Ankum 375:19	284:9 311:21	355:10,13,14
agreeing 210:11	alone 272:18	388:3	appear 198:24,25	355:17 356:4
223:24	405:25	Ankum's 260:11	228:1 230:1	356:17,18,19
agreement 200:19	along 231:9	369:24 398:24	264:4 299:15	393:23
236:19,23	239:25 240:1	405:9 419:25	343:23 401:25	approximated
241:10,20	282:16 305:7	annual 347:24	APPEARANCES	271:21
242:5,10	309:11,13,16	348:16 361:5	194:1	approximately
248:13 249:17	318:21 319:21	416:14		204:15 243:18

269:7 307:25	asked 197:8	335:20 369:2	average 204:12	419:13
308:21 313:17	208:19 236:25	397:6 398:17	205:17,20	backstopping
351:18,20	237:3,6 240:12	404:25 405:1,6	259:19,20	253:10
approximation	240:22 241:9	405:19 408:5	262:9,16	backup 328:19
352:1	241:15,24	assume 240:8	284:21 293:4	353:10
April 210:22,22	242:1 257:11	251:14,16	383:22 391:16	backwards 244:7
271:19 272:8	258:10,11	287:25 294:2	408:9,11,12	246:8 272:11
arbitrated	261:23 282:12	316:5 340:5	409:13,17	bad 403:21
391:25	283:21 284:18	364:19	averaging 391:15	balance 260:1,2
arbitrating	286:6 291:21	assumed 239:9,13	409:21 410:2	260:4,5
358:9 402:21	293:24 294:6,6	239:17,21	avoid 224:7	ball 373:7
arbitration	294:11 296:14	288:22 401:17	254:24 398:17	band 387:12,19
193:4 225:6	303:7 319:9,20	assuming 209:13	398:19	388:4,19,24
227:23 238:5	330:19,22	210:11 223:11	await 421:13	389:3,6,15,18
242:8,9 275:18	334:16 337:2	224:13,17	aware 199:15	389:21 390:5
300:11,21	337:11 338:4	225:12 234:24	200:17 214:1	390:10,24
301:13 316:10	341:5 354:4,7	245:20 247:25	215:16,19	391:9,9,12,13
321:14 325:10	360:9,11 367:1	250:3 323:25	219:20,23,24	391:17 392:16
329:7,17	367:2,3 377:17	361:22 362:20	220:2,4,7,11	392:17,19,22
332:24 333:1,2	388:8 398:1	383:21 394:12	220:22,24	392:25 393:4
358:13 394:7	402:15 412:8	assumption	221:3 227:8	397:22,23
398:20 400:1	416:16	240:25 287:25	231:24 232:3,7	398:1,4 407:24
402:14 403:25	asking 211:24	288:3,13,18,18	232:9 233:12	408:10,11,13
area 320:9 327:7	219:3,5 225:2	293:25 401:3,7	233:17 237:6,7	408:13,18,19
405:3	225:9,17 233:3	assure 321:9,11	237:19,23	409:2,2,3,8,10
areas 199:17	235:5,10	327:3 384:5	243:6 244:25	409:11,12,15
367:15	236:12 237:11	attached 349:13	249:25 250:2	409:24 410:1
argued 226:19	237:12 244:11	attempt 273:11	254:12,18	banded 387:7,8
238:11	244:24 245:3	351:8,10	256:13 266:17	390:3 391:18
arguing 236:22	246:14 251:13	attempted 271:20	266:20 276:9	banding 391:14
argument 238:10	294:12 302:15	272:13 278:25	292:5 304:25	394:9 408:22
264:6	312:15 315:4	attempting	334:8 335:14	408:23 409:18
ARMIS 196:4	322:13,21	373:25 384:1	336:23 348:5	409:23
361:1,7,9,12	325:21 337:7	attention 199:13	377:12,18,18	bands 277:10
362:8,14	363:4,8 364:15	attorney 284:5	away 366:21	386:17 387:1,5
363:25 365:25	366:4 377:21	284:18 286:7	389:24 404:21	388:7,12,21,22
366:23 383:10	388:23 394:20	301:22 320:12	a.m 193:14	389:9,10 390:7
383:17 414:17	asks 252:9 288:6	337:11		390:17 391:1,3
415:11	aspect 404:20	attorney's		391:7,22,24
ARMSTRONG 193:22	aspects 265:17	301:24		392:4,7,11
around 203:16	aspersions	AT&T 358:21	back 197:4	393:9,13,16,18
222:10 239:20	292:14	359:5,10,13	212:21 213:3	397:25 398:7,8
248:23 262:17	asserted 285:9	367:23 368:17	215:20 218:2	398:10,12,15
262:20 270:2	285:10	369:10 385:23	226:11 231:6	398:21 410:7
272:9 320:5	assessed 336:2	388:18,22	235:8,9 244:21	bank 247:17,21
354:21 355:4	assessment	AT&T's 358:24,25	257:2,5 266:15	249:19
358:23 370:22	396:13	369:6 388:21	268:8 273:16	bankruptcies
390:11 397:6	asset 260:17,23	audit 323:7	274:23 285:17	244:12 245:2
arrangement	268:18,19,20	325:11 326:20	288:1 295:14	245:13 252:20
220:3,3,5	268:21 269:1	authenticate	296:16,24	261:19
arrangements	assets 259:19,21	352:3,16	297:5 323:14	bankruptcy 220:8
193:5 211:6	259:23 260:18	authored 348:5	324:23 330:11	220:10,11
219:24	268:22,24	366:1	334:9,18 343:7	242:22 243:1,3
arrearage 276:6	assignment 387:2	automated 292:2	345:16 362:5,6	243:11,13
276:22	assignments	automatically	371:23 376:18	244:1,5,20,24
arrive 282:20	387:1,1	275:12	376:24 377:21	245:7,14
arrived 245:14	assist 321:18	available 199:3	378:14 382:10	banks 404:20
aside 328:20	associated	217:14 223:2,3	383:10 384:17	base 260:23
367:9	265:19,24	299:19 340:8	401:23 403:12	268:18,18,19
	326:23 327:11	344:2 416:24	403:16 418:23	268:20,21

269:2	begins 310:16	361:18 365:3	beyond 247:9	223:11 224:14
based 222:14	317:7 358:17	366:17 367:15	360:12	224:17 226:20
252:10 256:7	371:7 375:11	385:9 386:2	big 250:19	226:25 232:13
278:8 283:1,20	383:23	391:2,3 396:15	407:22 416:2	232:17 233:10
284:22 293:2,6	behalf 194:5,8	398:2 400:25	bigger 264:8	233:15 239:8
294:11 298:18	198:14,14,17	401:7,13	bill 199:17,20	239:13,16,19
311:17 337:2	298:14 331:22	402:24 404:10	199:24 200:1,3	240:3,3,19
340:4 363:25	341:14	408:25 412:23	200:4,5 201:10	257:18 273:9
379:13 383:16	behaved 223:12	413:12 414:20	201:14,19,22	273:10 280:18
387:5 388:3	behavior 223:25	415:2,2,4,6	201:25 203:17	280:25 281:20
403:14 404:3	224:17,18	420:21	204:21 205:15	282:1,3,7,11
408:14,15,23	225:5,9	believed 201:1	205:16,19	283:14,16
410:3,5,5,6	behind 253:4	224:10	206:16 207:3,4	287:21 288:4
412:8	345:11	believes 273:12	211:22 213:2,5	288:14,25
basic 345:11,22	being 198:2	300:6 396:9	213:6 215:23	289:1,11,16,19
345:23 346:6	205:6 216:22	Bell 332:12	216:22 217:1,4	289:21 290:5,9
346:12 355:2	234:16,20	338:7 389:5,13	217:5 218:11	290:10,13,19
376:23 405:15	241:16 251:8	391:22 392:13	218:19,21,24	292:7,8,9,21
407:14	271:9 274:13	392:23 393:20	218:25 219:5,7	bit 204:17
basically 217:19	279:7 283:9	393:21,24	219:17,21,21	207:10 409:15
217:20 249:3	288:23 289:15	394:2,16	222:15,15	blackmail 396:19
250:18 284:19	297:10 302:25	395:22	223:3 226:22	blah-blah 264:8
306:4 325:4	310:21 318:24	below 320:16	229:4,17	blank 407:7,8
377:4	320:11 321:23	408:11 409:13	230:10 232:6	blanks 407:11
basis 214:14,15	323:4 327:6	409:16,19,25	233:2 238:15	blew 286:24
222:12 224:25	329:18 338:15	benchmark 204:19	238:22 239:4	Bloomfield 194:2
234:6 243:15	339:1,9 340:6	205:23 206:7	240:11 257:22	195:5,6,8,11
256:8 268:25	347:12 358:14	257:16,20	262:10 263:13	195:14,16
288:6,16,16	360:7 385:6	benchmarks 205:5	272:6,7,9	199:6,8,10
311:4,18 312:3	395:2,3 396:1	280:15	279:17 280:1,5	200:12 202:1
312:22 315:5	402:14	benefit 327:19	280:12,14	204:6 207:1
343:11 364:12	believe 197:17	328:4 329:2	282:12 283:5	208:19 209:12
365:15 394:19	202:18,22	373:11	284:10,23	209:20 210:3
beauties 359:23	209:14 210:5	benefits 325:2	285:6,8 289:2	212:1,4,5
beauty 372:8	211:8 214:19	327:8 328:4	290:17 293:19	216:17 218:13
before 193:1,10	216:3,15	besides 363:11	293:25 294:3	218:15 219:22
197:12,21	224:18,22	413:23	337:21	221:11 224:5
199:17,19	225:21,24,25	best 209:1,3,24	billed 335:5	224:12,22
200:20,21	226:5,7 230:1	302:1 356:6	billing 201:9	225:8 226:9
201:11 202:2	231:16 232:3	358:11 373:8	204:19,24,25	227:16,21
203:16 217:7	241:23 243:14	better 250:25	205:23 206:6	228:20 230:15
240:25 297:14	248:21 254:8	252:3 267:19	207:11,12	230:18,24
298:9 299:6,8	254:20 255:10	269:7 284:13	210:23 213:4	233:22 234:17
311:6,19	256:2,4,9,16	327:17 398:5,5	219:24 220:3	235:12 236:24
312:19 316:4	259:10 261:5	between 199:16	232:24 234:2	237:21 241:17
319:7,11 320:4	263:23,24	208:3,16 209:5	237:1,4,13	241:18 242:20
326:18 341:1	265:14 267:6	211:4 212:17	262:16,20	244:18 246:3
344:19,21	267:12 276:10	215:4 223:23	270:2 273:6,11	246:11,18,20
348:11 353:15	277:14 278:7	225:23 235:20	273:16 275:1	247:4 249:1
382:3 397:22	278:10,20	235:21 237:1	286:12 290:1	250:17 256:17
412:13	283:13 284:7	237:19,24	292:3 337:16	262:25 263:1,4
beg 399:16	287:13 310:12	238:21 243:10	337:17 393:12	264:15 265:8,9
began 253:23	310:12 314:20	255:8 262:3,4	393:14	265:11 266:18
334:23,25	317:23 322:11	270:8 276:4,21	billions 252:22	268:9,14
344:9 347:2	323:21 324:9	297:13 312:14	bills 201:10,11	283:22,24
begin 333:18	326:24 329:12	366:3 370:4	202:4 204:13	284:3 285:22
beginning 233:24	333:16,19	389:13 401:18	204:20 205:2	286:4 288:8
238:2 261:13	335:4,11 341:6	404:7 405:2	206:13 213:22	289:23 290:21
290:12 317:6	348:14 351:25	411:4,23	215:17 216:2	291:3,7,10
351:11 358:23	355:23 361:9		216:21 217:1	294:5,12

296:17,20	249:15,16,18	briefly 343:3	376:9,11,11	card 406:5,6,8,9
298:23 299:21	249:20,21,22	briefs 421:13	377:8,9 378:4	406:9
299:23 300:19	255:20	bring 316:11	378:5 379:4	cards 292:9,12
301:17 302:24	BOS 207:11,11	335:18 358:11	404:2,17	404:21
303:2,5 305:15	209:17 210:16	417:8	405:17,22,25	care 197:21
305:19 311:12	211:10,18,21	broad 193:13	406:2 411:6,16	331:11 348:25
312:7,10,24	212:15,24	194:7 302:10	cables 378:2	carefully 422:5
313:1 314:10	213:1,2,3,4,9	317:13 319:22	382:17 383:2	carrier 221:6,10
314:18 315:11	213:16,17	broadly 357:14	calculate 415:19	239:8,13,16
315:16,25	232:16,20	brought 316:10	calculated	240:2,8,14
316:3,12,18,20	273:5	398:22	383:15 416:22	252:25 258:6,8
319:9 320:14	BOS-45 207:8,23	build 347:8	calculates	269:20 271:13
322:3 323:17	207:25 208:8	373:12	384:22	271:15 296:11
324:11,15,19	208:13,16,20	building 205:2	calculating	308:2 311:18
324:21 325:22	209:5,9 210:7	359:24 369:15	289:17 293:6	313:15,18
326:13 331:21	210:14 232:17	369:21 410:17	calculation	404:22,23
331:23 332:1	232:22	builds 382:25	231:18 385:7	405:23,24
337:24,25	BOS-47 207:15,18	built 371:11	410:10	carriers 244:1
338:3,13,18,25	208:10,17	372:4,14	calculations	261:19 279:8
339:4,6,16,19	209:5 210:20	bunch 289:8	365:19 366:22	295:20 296:3,6
340:12 344:4,6	210:24 211:2	business 225:14	415:10	407:4,6
347:7 348:13	232:22 233:1	231:20,22	calendar 231:21	carrier-to-ca...
348:20,24	BOS-48 207:15	239:9,14,17,22	call 213:2	355:4,6
352:8 354:12	208:12 209:5,7	239:23 240:9	233:13 247:21	case 193:5 196:9
360:6,18,23	209:8 210:6,13	240:20 252:14	252:2,20	202:25 203:18
361:19 362:7	232:22	259:6,7,9	262:16 266:3	208:7 213:25
364:18 365:6	both 206:7	261:8,9,18	280:21 293:9	214:20,22
365:22 366:20	228:18 272:14	270:9 280:8,9	326:19 386:17	217:10,19
367:8,11 369:5	279:15 305:13	280:12 281:3,4	389:12 411:18	228:7 229:5
370:24 371:5	308:19 315:7	298:4 301:12	called 193:14	235:24 236:4
374:2,21,24	326:10 340:3	301:24 302:1,2	361:6,16	238:9,25
375:2 377:11	342:14 347:23	309:5,23	411:14	239:24 243:13
377:20 378:16	355:23 397:7	310:11 335:12	calling 218:20	243:16 244:9
380:22 381:6	397:12,18	335:14,17	400:22	244:14 245:17
382:6 383:9,13	418:11	352:13 357:3	calls 209:18	250:5 253:3,18
384:18 387:24	bottom 230:19	357:13 359:16	238:5 275:18	253:18 254:23
388:10,14,17	232:11 233:4	363:22,23	290:15 300:17	257:22 258:24
390:22 392:2,8	358:23	364:3 366:8	came 285:1,2	262:15,21
394:11,23,24	bouncing 229:21	367:12 368:1	316:4 334:10	265:22 272:6
395:14 396:18	bound 409:14	368:24 394:15	349:18 353:18	280:6,8 283:1
396:22,24	brand 347:1	394:21 395:6,8	361:13 381:10	284:20 287:3,9
397:1 398:11	break 256:25	395:13,16	388:5 402:16	287:23 293:11
399:8 400:24	296:24 368:13	396:11 400:14	cancel 271:4	303:19 304:5,6
401:5,8,9,21	384:15	400:19	cap 311:18	313:13,19
402:5,22	Bricker 194:2	businesses	312:18 313:3	318:19 327:23
412:10,11,15	bridge 305:9,11	367:18	313:11,12	327:24 328:25
413:1,5,8,11	305:14 306:10	buying 372:21	capabilities	329:9 334:24
413:15,18,20	306:17,21	B-O-S 207:12	331:9,12	335:12,14,17
414:9,12 415:1	307:1,4,10		capable 313:20	338:10 355:20
416:8 417:16	308:18,24	C	capacity 248:12	356:2,3 367:17
419:18 420:4,7	309:4 317:15	C 195:4,20 198:1	249:15,16,20	373:20 379:12
420:13	317:20,22	198:17	249:21 255:16	385:12 388:9
bogus 289:22	318:3,22	cable 359:24	374:6 384:4,11	390:6 392:5
bones 357:19	320:23 321:4,5	369:16 371:7,9	capital 265:17	393:6 395:20
book 384:24	321:15 322:24	371:9,10,11,14	268:18	398:22 400:21
385:6	331:6,14	371:25 372:3	captioned 198:16	401:15 402:23
borrower's	brief 315:10	372:13 373:1	340:21,23	406:4
248:11	330:14 401:6	373:15,15,16	capture 255:2	cases 205:13
borrowing 248:12	briefing 421:12	374:5 375:11	362:22 363:10	217:3 233:25
248:13,13,18			363:14	234:1 257:25

258:7 273:23	cents 245:19	328:11 330:1	358:20	208:3,4,7,11
273:24 279:5	246:5 316:17	333:13 334:23	cited 243:5	209:6 211:4,4
305:2 356:13	centuries 292:18	335:15,16	263:5 270:1	211:10,13,15
373:14	Cerberus 267:6	336:1,4 347:24	312:11 314:20	212:18 215:16
cash 247:9	certain 216:12	348:16 410:23	cites 196:9	216:1,1 219:25
248:17 249:22	251:7 256:10	charged 309:18	Claim 243:4,7	220:12,16,25
255:3,11,15,16	258:12,13	334:5 395:2	246:22	221:1,5,20,24
255:23 270:6	261:25 269:23	charges 226:14	claimed 284:9,9	222:1,3,12
cast 292:14	279:4 283:15	228:24 229:5	clarification	223:2,3,8,12
categories	291:17,23	229:10,10	199:23 338:1	224:14,20
405:16	292:3 356:4	234:19,20	371:2 414:23	225:14,23
category 420:15	370:12 407:17	235:2 236:7,10	clarify 242:4	227:4,11 228:3
causes 317:16	certainly 215:15	237:15 274:8	267:2 296:12	228:8 230:25
caution 393:11	239:21 258:19	274:10 275:9	315:12 348:9	231:2,9,14
CBT 358:4,8	265:7 277:24	275:12 280:5	clarifying 304:4	232:12 233:5,9
389:12 395:2	330:9 396:14	300:22,23	377:23	233:18,25
397:9,13,15,23	397:7,13	329:23 332:8	classification	234:1,3,7,14
397:25	411:18	332:23 335:8	388:19 407:25	234:25 235:2
CBT's 396:16	CERTIFICATE	charging 236:10	410:3	235:21 236:2,5
CD 205:16 206:3	422:1	321:15,20	clear 302:23	236:13 237:2,6
206:7,17,18,22	certified 198:3	327:16 333:18	303:16 322:19	237:14,24
216:22 231:14	297:11	334:14,15,17	329:22 330:1	238:10,11,25
231:25,25	certify 422:2	337:12	331:4 350:22	241:8,9,12,25
232:1 342:10	cetera 229:24	cheating 321:15	354:13 366:3	242:2,6,22
342:13 349:12	249:9 250:23	321:21,24	387:23 391:12	243:10,17
354:3 374:17	264:11 273:17	322:15	420:9	245:17 246:23
375:4 378:20	280:13 318:22	check 203:15	clearly 258:5	247:7,8,9,13
380:11,25	320:23 322:25	227:9 308:8	366:24 392:1	247:23 250:4,7
381:10 388:1,5	331:7,14	310:4 323:24	CLEC 252:18,20	250:8,14,20
418:1,8 420:16	Chain 352:17	351:21 355:23	252:23,23	251:1,8,13,16
CDs 231:9,24	chance 399:4	361:11 420:22	260:12,22,23	251:19,22,23
258:1,2 418:25	change 210:17,18	checked 353:5	261:16 274:4	252:9,12,19
center 315:20,21	229:6 249:24	401:12	277:12 306:15	253:20 254:10
357:5 367:20	274:25 320:1	checking 308:14	308:10 309:3	255:8 256:6,8
367:22,24	334:2,6 337:16	checks 376:10,12	309:21 324:25	256:12 257:13
368:8,10,11	337:20 341:25	choose 359:19	326:8,10	258:2,4,21
387:1,10,18	342:3,16 343:4	397:20	327:15 336:14	259:3,5,13,17
388:20 389:16	343:8,9,12	chose 401:16	336:17,24	259:18,21
389:17 390:8	351:10 388:6	Christy 195:10	357:11 395:17	260:6,12,13
391:13,17	changed 236:7	195:15,22,24	396:3,3	261:8 262:21
392:15,25	changes 198:20	297:9 298:2	CLECs 273:18	263:6 264:9,11
393:20 394:14	207:19 208:18	340:22,24	325:4	267:19,20
397:7,17 408:4	209:22 274:13	341:13	clinic 344:23	269:19,21
408:6,16	274:17,19,21	Chrysler 266:21	clock 275:13	270:4,8,21
centers 290:24	299:11 320:12	267:3,11	close 351:25	271:12,14
367:17,18,19	341:19 393:17	Cincinnati	361:25	275:8 279:7,13
368:17 390:14	changing 390:7	332:12 338:7	closed 341:3	279:16,19,22
393:15 398:4	channel 404:20	389:4,13	closely 302:21	281:14,23
408:10,11,18	characteristic	391:22 392:13	391:18	282:3,4 283:11
408:25 409:7	277:9 280:22	392:23 393:19	closer 368:25	284:9,16,22
409:13,19,20	characterization	393:21,24	369:2 377:2	285:2,24
409:24,25	315:8	394:2,16	closure 228:6	286:10 289:16
central 359:24	characterize	395:22	clustered 367:13	290:1 291:15
360:3 367:21	312:5 315:4	circuit 311:18	368:2	293:3,4 296:5
368:25 369:3	characterizing	370:9	COI 196:1 197:14	300:2,6,14,24
369:16 371:21	291:1	citation 342:22	199:16 202:20	303:17 304:23
371:23 375:23	charge 234:9,15	343:14	202:22 203:18	305:16,23
404:14,20	234:21 235:1	citations 333:12	203:19,21	306:7,24 307:5
405:21	236:1 237:15	cite 227:6	204:11 205:13	307:11,12,15
	309:17 328:10	238:10 314:4	205:15 207:24	308:10,14,15

308:19 313:19	college 345:16	communication	component 253:16	332:23 333:1
317:3 321:15	Columbus 193:14	193:3 194:5	components	333:14,18
321:17,19	193:23 194:4,7	237:19,24	397:18 405:15	334:3,16,23
325:5,6 326:17	column 228:3	companies 264:23	comprehensive	335:5,9,17
326:18 328:4	361:15 364:5,9	265:5,16	349:22 350:11	336:1 337:13
328:16,21	365:1,2 381:10	268:17 271:6	computation	conditions 193:5
329:9 332:10	381:13 382:7,8	273:8,11 367:3	383:21	275:20 296:9
333:23 336:20	383:17,18	399:3 414:6,13	compute 416:2,12	conduct 223:13
337:12 339:5	390:19,20	414:15,18	computed 238:14	225:10
339:14,16,23	399:22 406:24	415:13,15,19	238:15,18	conducted 352:2
340:10 349:5,6	415:23	416:9,18	computer 345:2	conducting 259:6
349:19 358:1,5	columns 414:25	company 193:6	346:11	confidential
358:6,10	415:8,9,11	198:18 200:20	concept 229:21	195:15,22
360:19,24	come 243:21	200:22 205:1	231:6 254:18	196:3,8 297:20
365:18 374:22	257:2 270:5	244:22 245:23	272:1 289:8	340:3,5,11,15
378:17 380:17	273:16 275:23	248:12 250:19	concepts 272:14	340:21 341:13
380:25 382:10	278:23 348:17	250:21 251:6	concern 415:14	341:21,22
386:22 387:10	354:4 357:25	251:21 253:24	concerned 312:25	342:4 343:5
387:16 388:1	372:7 376:11	259:11 260:25	concerning 216:6	348:23 349:1
391:6,8 392:11	376:19 377:2	264:21 265:12	230:6 237:1	399:9 418:7,24
392:16,21	378:2 398:5	268:21,24,24	243:1 286:7	419:7 420:11
393:6,18,19,20	405:12	280:14,17	conclude 300:21	420:16,25
393:23 394:3	comes 264:6	298:14 321:3	313:2 415:19	421:2,7,10
394:14,21	405:23	323:3 326:6	concluded 311:5	Confidentiality
395:4,23	comfortable	327:2,6 328:6	314:6 391:21	341:5
396:16 397:13	320:12 376:25	330:2 333:17	400:9 402:11	confines 360:12
397:21 398:3,6	coming 222:4	334:4 341:14	421:16	confirm 201:8
400:10,12	281:22 289:9	361:16 362:10	concludes 312:17	349:14 415:4
401:1,10,15,17	289:12 358:7	366:2 367:1	concluding	conform 301:21
401:25 402:18	369:16 375:24	375:12 389:13	261:10	conformed 302:14
402:23 412:15	395:8 404:13	394:16 410:15	conclusion 312:3	confused 351:2
412:18 413:5,6	commence 276:23	410:18,19,20	400:25 401:2	confusing 223:21
413:17,22	commencement	414:24 415:3	402:17 415:25	connecting 221:6
415:5,5 417:5	334:23 337:12	company's 334:3	condition 260:21	connection
417:7,8,18	commenting	compare 259:20	310:5 335:11	212:17 402:1
419:18 420:4,9	279:12	414:18	conditioned	conscious 389:24
420:9,14,20	comments 366:5	compared 367:14	303:8 304:8	consciously
421:1,3,7,9	commercial	368:2 369:6	306:21 308:6	390:4
coils 317:20	248:22 292:16	422:5	318:7	consecutive
320:23 322:25	commission 193:1	comparison 399:2	conditioning	278:6
327:25 331:6	193:13 301:12	399:2 414:8	234:9,19,20	consequences
COI's 231:3	301:13 313:12	compensated	235:2,3 236:1	229:18
234:18,25	313:14 319:2	234:20 327:25	236:7,10,15,16	consider 223:12
235:5,11 250:7	324:13 329:25	328:2	236:17,20	266:24
250:24 251:2	332:14 334:10	compensation	237:5,10,12,15	considerably
254:22 258:12	334:18 354:24	300:12 328:12	275:9,12 300:3	395:22
258:14,17	355:10,20,21	328:23 329:8	300:4,13,15,22	considered
259:19,22	356:2,3,19	competing 319:1	300:25 301:14	248:17,18
262:5 267:21	396:8 419:3,24	325:10	303:14,15,20	263:20 368:23
278:11,20	420:5 422:12	competitive	303:23 304:12	420:10 421:2
284:24 329:5	commissions	221:6,9 261:19	304:24 305:2,6	421:10,14
365:16 383:18	299:7,9 355:12	296:3,5,10	305:8,13 306:5	consist 267:8
383:25 395:12	Commission's	complaint 308:16	306:7,11,13,15	consistent 221:4
419:22	254:19 261:24	completely	306:22 307:1	260:16 272:4
collateral	385:12	250:15 252:24	307:23 308:5	consistently
249:19	committed 419:16	262:22 365:5	309:5,17,24	240:6 250:4
collect 272:22	common 345:10	complex 280:4,25	310:10 322:4	constitutes
collection 222:5	370:12 405:1	390:13,16	324:23 325:1,2	311:22
226:24 272:15	410:9,10,13,13	complexity 390:8	327:8,12,21	construct 219:1
292:4	410:21		329:8,23 332:8	

constructed 281:2 346:16 357:16	contracted 415:9 contraction 248:20	231:10,11,15 231:17,20 232:18 233:11 238:17,23 241:22,23,25 242:15,17,18 242:22 243:13 243:14 244:2,3 247:10,11,14 247:15 249:5 254:2,10,11,20 254:24 255:19 255:24 256:1 263:6,7,16 264:3,12,16 266:4,23 267:16,17 275:10 276:6,8 276:16 282:21 282:25,25 284:11 285:4 286:16,17 287:1,2 290:2 290:6 291:7 295:20,21 297:17,21 300:22 303:10 303:11 304:10 304:20,21 306:1 307:1,23 310:20 314:7 315:17,18 318:5,15,16 320:18,19 324:3 328:2,3 328:14 331:19 338:8 344:10 344:11 347:16 349:5,9,10 351:1 355:7,18 358:18,19,22 359:14 361:2,4 362:15 363:11 363:12 365:4 370:20 372:14 372:20 373:14 374:11,23 377:7,20 378:18,19 381:21,22 383:22 385:2,3 385:4,9 386:4 386:13,18,21 386:24,25 387:4 388:11 388:13 389:2 389:16 390:12 391:2,5 392:11 393:4,7 398:15 411:21 413:14	414:21 422:3 corrected 382:25 correcting 382:13 correction 342:9 382:19 383:3 corrections 198:20 298:18 299:12 341:19 343:25 correctly 249:3 295:16 317:25 347:5 394:13 414:19 correlation 276:4,21 cost 233:13,14 309:24 310:6 316:9,11 332:22 335:10 335:13 343:9 343:13 347:25 348:17,19 349:21,23,25 355:8 357:4,6 358:22 359:6,9 359:12,23 360:4 370:5,13 376:4 377:6,7 377:9 384:7,22 385:20 386:11 386:12 387:6,6 387:7 388:2,16 390:2 391:16 397:2,6,18 406:9 408:7,24 409:2,2,3,14 409:17,20 410:13,24 costing 298:7 347:20 354:24 354:24 357:3,6 376:21 410:4 costs 300:13 322:23 327:11 327:15 335:19 335:21 349:24 350:3,5,6 357:1,13 359:8 359:22 385:8 385:19,19,20 385:21,24 386:2 390:1,3 391:15 398:17 404:4 405:1 408:5,15,15,23 409:20 410:5,6 410:9,11,13,21 411:4,16	counsel 225:16 258:15 283:19 290:25 320:13 325:16 337:1 342:14 371:1 412:7 419:1,7 419:15,16,18 419:23 count 272:4 318:18 407:17 country 248:23 couple 203:6,11 251:25 252:17 263:1 289:18 366:21 405:8 409:4 course 244:19 278:16 363:17 376:2 402:19 402:19 court 342:14 418:6 419:6,19 crank 200:10 create 329:15 created 408:3 414:24 creates 292:1 327:18 creating 322:23 327:13 credit 247:14,16 247:23 248:1 248:11,15,19 248:20,21 249:4,22 250:1 250:15,15,22 251:1 252:4,24 253:1,6,7,10 253:12,16 254:5 255:4,6 255:12,16,19 265:18,20,23 268:12,16 269:6 270:6 278:5,14 292:9 292:12 creditworthiness 250:23 267:1 creditworthy 251:1 268:21 crisis 247:21,22 cross 299:20 314:21 403:15 crossing 248:9 crossover 311:6 311:24 313:10 cross-examina... 195:5,11 199:4 199:7 261:7 299:22 344:3
--	---	---	--	--

cross-examine 236:18 cross-examined 288:23 crystal 373:7 current 199:15 200:18,18 202:15 211:1 241:9 242:5 248:2 277:25 278:3,8,15,18 338:7,13 347:22 350:17 370:2,6,7 386:22 387:9 405:3 currently 204:11 207:14 213:20 227:3,4 241:11 266:21 274:4 278:1,9 295:20 315:21 333:24 338:11 383:6 390:25 391:20 392:10 393:19 401:10 customer 200:4 203:18 206:10 206:13,21,22 206:23 207:2,2 211:16 212:10 215:22 216:12 217:5,22,25 218:4,8,9,10 218:17,25 219:16,18 233:14,19 240:5,6,7 253:2 254:15 262:5,9 274:16 287:19 288:2,3 288:6,18,25 290:9,10,11,16 290:18 293:25 294:2 304:7 308:2,4,16,24 309:12,17,18 309:22 310:1,6 312:19 321:10 322:7 328:25 335:12,16,18 335:22,23,24 336:2,15,20,21 358:18,21 359:3,3 369:7 369:18 370:22 371:13,17,18 372:18 373:2 384:25 385:6 385:18 390:8	398:12 404:19 404:24 405:24 customers 216:21 222:2 262:1 274:4 277:12 308:18,20 309:2,3,3 326:7,8,21 329:3 359:10 359:11,20,25 360:1,2 363:20 368:14,24 369:2,22 370:14 371:19 372:3,5,8,9,15 372:19,20,21 372:22 373:6,9 373:10,12,13 378:3 395:19 404:21 406:4,8 customer's 281:1 cut 415:17 cutoff 351:3 cycle 232:4,6 272:6,7 286:12 292:18 C.F.R 355:3 D daily 214:14 data 196:4 209:11 212:10 212:21,21,23 214:14 263:25 354:11 361:1 361:13 362:9 362:13 363:25 369:9 404:3 date 199:21,24 199:25 200:1,2 200:3,3,5,5,15 200:16,18,21 201:10,10,14 201:15,16,17 201:19,20,21 201:22,25,25 201:25 204:2,5 204:5,7,9,21 204:24,25 205:6,7,25 210:25 211:23 212:11 217:1,1 217:4,4,7,8,12 217:15,18 218:6,7,10,18 218:19,20,21 218:22,25 219:5,7,17,21 220:17 222:6	222:15,16,16 222:21,22,23 222:23 223:3 229:22 238:6 238:15,16,16 238:16,19,19 238:22,22,22 241:7,24 242:1 253:25 257:17 257:24 258:3,9 262:19 263:13 263:19 272:13 274:3 275:19 280:18,19 284:10 285:24 285:25,25 291:22 292:11 292:22 293:10 293:14 304:22 334:24,25 351:2,3,5 dated 272:5 305:25 dates 216:20 350:22 day 197:13 204:25 214:11 217:14 226:13 230:9 258:3,5 258:8 262:17 272:10,11 277:4,6 280:16 280:19,20,20 284:6 285:2 292:15,16,16 293:8,9,16,16 334:7 days 199:17,19 199:21 200:15 200:17,20,21 201:19,22,25 202:4,8,16 203:3,12,20,20 204:2,21 205:3 205:11,17,20 205:21,24 206:4,6,8 211:22 212:11 216:21,23 217:13,21,22 218:6,6,8,10 218:18,19,21 219:5,7,16,19 219:20 220:17 220:17,18,18 222:13,14,17 222:25 223:3 231:19,19,20 231:21,22 238:11,13	239:1,3 240:4 240:5,6,8,24 241:1,4 248:1 257:16,19,24 258:7 263:11 272:19,20 274:2 276:10 276:11,12 280:7,11,18,19 280:23 283:6 284:10,22 285:2,5,5,7,8 285:24 288:3 289:13,14,18 292:11,19,22 293:5,9,14,15 334:14 384:6 deal 346:14 359:7 410:8 dealing 244:1 250:20 253:5 253:23 dealings 253:19 debt 251:7 260:17,25 decades 292:17 decide 309:21 319:2 329:17 373:7 decided 397:11 decides 310:7 decipher 216:13 decision 302:4 311:23 333:17 355:21 390:5 decreasing 292:20 dedicated 310:15 deemed 201:5 deems 217:2 deeper 259:12 defend 237:11 deficient 234:2 Define 202:6 defined 323:23 324:10 330:20 331:10 366:18 375:17 defines 302:7,18 371:8 definitely 227:8 definition 300:16 301:19 301:21 302:13 302:14,15 318:1,1 319:10 319:15 323:19 323:22,25 324:1,2 368:4	definitions 302:3,6,9,16 302:17 343:2 355:4 Definitions.doc 342:18 degree 352:13,13 376:23 delay 365:13 delayed 329:1 delaying 328:24 deletes 321:18 deleting 298:20 deletion 317:5 delineated 287:13 delinquent 275:14 deliver 216:21 232:5 293:3 delivered 203:21 258:2,4,7 284:23 331:18 delivery 212:10 212:20 232:24 233:1 257:12 257:23 258:1 285:6 331:8,11 331:16 demand 371:13 397:6 demands 397:16 398:3 demarkation 411:5,8 demographics 367:22 denied 417:6,12 denoted 381:4 dense 367:15 369:1 densely 367:13 368:2 densities 366:6 366:8,8 density 358:18 358:20,21,24 358:25 359:3,4 362:21,23,24 363:2,2,4,9,10 363:14,19 365:24,24 366:6,11,12,18 366:21 368:11 368:13,13,15 368:18 369:7 380:3,4 381:22 381:25 denying 286:13
--	--	--	--	---

department 282:2 282:5 283:4,14 309:10	determine 279:23 280:1 309:7,11 309:12 320:22 322:8 335:23	difficulties 271:25 292:2 296:2,2	319:23 322:16 347:6 352:7 358:17 362:4 364:23 367:7 368:21 369:4 371:4 373:24 374:4 377:10 378:8,13 390:21 394:10 396:5 398:9 406:14 417:4 418:22 419:12 420:24	docketed 354:5,7 357:9 419:2
depend 381:20	determined 236:9	digital 404:22	discussions 208:3,3 211:4 211:8 272:8 273:19	docketing 418:7
depends 240:10 307:18 395:15 395:16	309:4 324:7 329:6 355:21 385:16	404:23 405:23 405:24 407:3,5	disparate 395:1 395:8	document 215:8 244:7,22 298:12 306:8 306:15 342:9 342:17 343:1,7 343:12,18 349:12 364:16 364:17,20 366:9,16,19 374:22 375:3,7 380:11,12 418:8
deploying 313:21	determines 377:9	dime 245:24	disparity 264:11 264:20,21,23 265:1,4,12 397:3	documentation 306:12 353:16
deposit 241:8,9 241:12,22,25 242:2,7 247:8 247:10,13 250:6,8 251:12 251:20,22 252:1,4,10,11 252:12 253:3,4 253:7,11,13,15 254:8 255:25 256:11 258:25 259:4,14 261:10,11,14 261:22 262:13 262:13,14 264:6,10 265:15,21 267:24 270:5 277:22 278:4,7 278:13,16,19 279:1,4 281:16 281:24 295:3,5 295:15 296:4,9	determining 275:13 279:17	dimension 321:19	display 349:19	documents 203:16 340:25 354:3,8
241:12,22,25 242:2,7 247:8 247:10,13 250:6,8 251:12 251:20,22 252:1,4,10,11 252:12 253:3,4 253:7,11,13,15 254:8 255:25 256:11 258:25 259:4,14 261:10,11,14 261:22 262:13 262:13,14 264:6,10 265:15,21 267:24 270:5 277:22 278:4,7 278:13,16,19 279:1,4 281:16 281:24 295:3,5 295:15 296:4,9	detour 373:2	direct 195:4,11 195:19,21,22 195:23 198:8 198:16 199:13 248:17 249:22 297:23 298:13 340:15,21,23 341:13 347:25 348:17 399:15 405:10	dispute 223:10 283:15 286:25 287:5 322:6 400:10 403:1	doing 214:21 252:14 270:8 277:14 281:4 295:25 310:2 326:2 327:18 328:17,18 336:16 407:15 409:10,14
241:12,22,25 242:2,7 247:8 247:10,13 250:6,8 251:12 251:20,22 252:1,4,10,11 252:12 253:3,4 253:7,11,13,15 254:8 255:25 256:11 258:25 259:4,14 261:10,11,14 261:22 262:13 262:13,14 264:6,10 265:15,21 267:24 270:5 277:22 278:4,7 278:13,16,19 279:1,4 281:16 281:24 295:3,5 295:15 296:4,9	develop 397:12	directed 319:7	disputed 223:10 224:16 226:20 279:23 287:7	dollar 245:19,24 246:6 276:7 389:9
241:12,22,25 242:2,7 247:8 247:10,13 250:6,8 251:12 251:20,22 252:1,4,10,11 252:12 253:3,4 253:7,11,13,15 254:8 255:25 256:11 258:25 259:4,14 261:10,11,14 261:22 262:13 262:13,14 264:6,10 265:15,21 267:24 270:5 277:22 278:4,7 278:13,16,19 279:1,4 281:16 281:24 295:3,5 295:15 296:4,9	developed 335:12	directly 250:2 252:22 300:1 373:2	disputes 275:8 275:11 300:3	dollars 248:15 252:21,22 328:5
241:12,22,25 242:2,7 247:8 247:10,13 250:6,8 251:12 251:20,22 252:1,4,10,11 252:12 253:3,4 253:7,11,13,15 254:8 255:25 256:11 258:25 259:4,14 261:10,11,14 261:22 262:13 262:13,14 264:6,10 265:15,21 267:24 270:5 277:22 278:4,7 278:13,16,19 279:1,4 281:16 281:24 295:3,5 295:15 296:4,9	346:23 347:12 348:3,4 356:20	disagree 218:13 244:19 327:22	disqualify 316:24	done 225:5 256:21 261:8 294:20 323:4 346:12 351:11 352:15 360:16 408:23 412:1 415:7,9 418:14 419:10
241:12,22,25 242:2,7 247:8 247:10,13 250:6,8 251:12 251:20,22 252:1,4,10,11 252:12 253:3,4 253:7,11,13,15 254:8 255:25 256:11 258:25 259:4,14 261:10,11,14 261:22 262:13 262:13,14 264:6,10 265:15,21 267:24 270:5 277:22 278:4,7 278:13,16,19 279:1,4 281:16 281:24 295:3,5 295:15 296:4,9	developing 335:17 356:24 397:21	disagreement 317:6	distance 369:1 371:24 372:7	door 205:11 289:12
241:12,22,25 242:2,7 247:8 247:10,13 250:6,8 251:12 251:20,22 252:1,4,10,11 252:12 253:3,4 253:7,11,13,15 254:8 255:25 256:11 258:25 259:4,14 261:10,11,14 261:22 262:13 262:13,14 264:6,10 265:15,21 267:24 270:5 277:22 278:4,7 278:13,16,19 279:1,4 281:16 281:24 295:3,5 295:15 296:4,9	development 347:23 376:4	discount 353:9	distinction 366:3 402:12	double 406:1
241:12,22,25 242:2,7 247:8 247:10,13 250:6,8 251:12 251:20,22 252:1,4,10,11 252:12 253:3,4 253:7,11,13,15 254:8 255:25 256:11 258:25 259:4,14 261:10,11,14 261:22 262:13 262:13,14 264:6,10 265:15,21 267:24 270:5 277:22 278:4,7 278:13,16,19 279:1,4 281:16 281:24 295:3,5 295:15 296:4,9	deviate 274:25	discounted 372:24	distinguish 393:15	doubt 415:12
241:12,22,25 242:2,7 247:8 247:10,13 250:6,8 251:12 251:20,22 252:1,4,10,11 252:12 253:3,4 253:7,11,13,15 254:8 255:25 256:11 258:25 259:4,14 261:10,11,14 261:22 262:13 262:13,14 264:6,10 265:15,21 267:24 270:5 277:22 278:4,7 278:13,16,19 279:1,4 281:16 281:24 295:3,5 295:15 296:4,9	devices 317:21	discounts 353:6	distribution 382:17 383:2 384:2,11 404:16,17,17 411:2,7,12 412:1	down 252:5 264:7 277:7 297:6 334:9 346:2 358:22 400:5,5 409:15
241:12,22,25 242:2,7 247:8 247:10,13 250:6,8 251:12 251:20,22 252:1,4,10,11 252:12 253:3,4 253:7,11,13,15 254:8 255:25 256:11 258:25 259:4,14 261:10,11,14 261:22 262:13 262:13,14 264:6,10 265:15,21 267:24 270:5 277:22 278:4,7 278:13,16,19 279:1,4 281:16 281:24 295:3,5 295:15 296:4,9	de-averaged 386:16	discretion 324:14 336:24	divided 359:9 406:10	downwards 384:25
241:12,22,25 242:2,7 247:8 247:10,13 250:6,8 251:12 251:20,22 252:1,4,10,11 252:12 253:3,4 253:7,11,13,15 254:8 255:25 256:11 258:25 259:4,14 261:10,11,14 261:22 262:13 262:13,14 264:6,10 265:15,21 267:24 270:5 277:22 278:4,7 278:13,16,19 279:1,4 281:16 281:24 295:3,5 295:15 296:4,9	de-averaging 386:20	discussed 207:8 210:23 213:17 215:20 281:13 295:7,9,14 342:13 371:19 396:17 421:12	divine 359:10 410:6	dozens 214:9 261:18
241:12,22,25 242:2,7 247:8 247:10,13 250:6,8 251:12 251:20,22 252:1,4,10,11 252:12 253:3,4 253:7,11,13,15 254:8 255:25 256:11 258:25 259:4,14 261:10,11,14 261:22 262:13 262:13,14 264:6,10 265:15,21 267:24 270:5 277:22 278:4,7 278:13,16,19 279:1,4 281:16 281:24 295:3,5 295:15 296:4,9	Diagram 375:22	discussion 199:14 201:23 206:20 207:23 208:24 212:14 216:16 221:8 224:9 225:19 228:11 232:16 233:21 234:13 242:19,24 245:8,21 247:3 261:6 266:13 268:7,13 275:7 284:4 286:3 288:19 292:6 294:19 295:24 297:13 301:6 308:9 310:15 311:11 319:6	DLG 369:18 404:25 405:1,4 406:4,5	Dr 260:11 354:3 354:10 369:24 375:19 388:2 398:24 405:9 419:25
241:12,22,25 242:2,7 247:8 247:10,13 250:6,8 251:12 251:20,22 252:1,4,10,11 252:12 253:3,4 253:7,11,13,15 254:8 255:25 256:11 258:25 259:4,14 261:10,11,14 261:22 262:13 262:13,14 264:6,10 265:15,21 267:24 270:5 277:22 278:4,7 278:13,16,19 279:1,4 281:16 281:24 295:3,5 295:15 296:4,9	die 289:9,10	discussing 207:14 222:17 317:14 323:15 357:2	docket 198:14 355:15,16	dried 415:17
241:12,22,25 242:2,7 247:8 247:10,13 250:6,8 251:12 251:20,22 252:1,4,10,11 252:12 253:3,4 253:7,11,13,15 254:8 255:25 256:11 258:25 259:4,14 261:10,11,14 261:22 262:13 262:13,14 264:6,10 265:15,21 267:24 270:5 277:22 278:4,7 278:13,16,19 279:1,4 281:16 281:24 295:3,5 295:15 296:4,9	difference 223:23 278:22 404:7	disagree 218:13 244:19 327:22		
241:12,22,25 242:2,7 247:8 247:10,13 250:6,8 251:12 251:20,22 252:1,4,10,11 252:12 253:3,4 253:7,11,13,15 254:8 255:25 256:11 258:25 259:4,14 261:10,11,14 261:22 262:13 262:13,14 264:6,10 265:15,21 267:24 270:5 277:22 278:4,7 278:13,16,19 279:1,4 281:16 281:24 295:3,5 295:15 296:4,9	differences 208:16 209:4 262:3 401:18	disagreement 317:6		
241:12,22,25 242:2,7 247:8 247:10,13 250:6,8 251:12 251:20,22 252:1,4,10,11 252:12 253:3,4 253:7,11,13,15 254:8 255:25 256:11 258:25 259:4,14 261:10,11,14 261:22 262:13 262:13,14 264:6,10 265:15,21 267:24 270:5 277:22 278:4,7 278:13,16,19 279:1,4 281:16 281:24 295:3,5 295:15 296:4,9	different 212:8 216:20 250:15 250:24 252:24 262:23,23 264:9 268:12 274:15 280:22 352:25 358:15 367:23 368:13 374:9,10 376:6 388:7 390:2 393:2,8,9,15 396:1,1 402:16 402:17 406:3 407:3 415:13 415:18,25	disagreement 317:6		
241:12,22,25 242:2,7 247:8 247:10,13 250:6,8 251:12 251:20,22 252:1,4,10,11 252:12 253:3,4 253:7,11,13,15 254:8 255:25 256:11 258:25 259:4,14 261:10,11,14 261:22 262:13 262:13,14 264:6,10 265:15,21 267:24 270:5 277:22 278:4,7 278:13,16,19 279:1,4 281:16 281:24 295:3,5 295:15 296:4,9	different 212:8 216:20 250:15 250:24 252:24 262:23,23 264:9 268:12 274:15 280:22 352:25 358:15 367:23 368:13 374:9,10 376:6 388:7 390:2 393:2,8,9,15 396:1,1 402:16 402:17 406:3 407:3 415:13 415:18,25	discussion 199:14 201:23 206:20 207:23 208:24 212:14 216:16 221:8 224:9 225:19 228:11 232:16 233:21 234:13 242:19,24 245:8,21 247:3 261:6 266:13 268:7,13 275:7 284:4 286:3 288:19 292:6 294:19 295:24 297:13 301:6 308:9 310:15 311:11 319:6		
241:12,22,25 242:2,7 247:8 247:10,13 250:6,8 251:12 251:20,22 252:1,4,10,11 252:12 253:3,4 253:7,11,13,15 254:8 255:25 256:11 258:25 259:4,14 261:10,11,14 261:22 262:13 262:13,14 264:6,10 265:15,21 267:24 270:5 277:22 278:4,7 278:13,16,19 279:1,4 281:16 281:24 295:3,5 295:15 296:4,9	differently 398:2	discussing 207:14 222:17 317:14 323:15 357:2		
241:12,22,25 242:2,7 247:8 247:10,13 250:6,8 251:12 251:20,22 252:1,4,10,11 252:12 253:3,4 253:7,11,13,15 254:8 255:25 256:11 258:25 259:4,14 261:10,11,14 261:22 262:13 262:13,14 264:6,10 265:15,21 267:24 270:5 277:22 278:4,7 278:13,16,19 279:1,4 281:16 281:24 295:3,5 295:15 296:4,9	differs 259:3 277:24	discussion 199:14 201:23 206:20 207:23 208:24 212:14 216:16 221:8 224:9 225:19 228:11 232:16 233:21 234:13 242:19,24 245:8,21 247:3 261:6 266:13 268:7,13 275:7 284:4 286:3 288:19 292:6 294:19 295:24 297:13 301:6 308:9 310:15 311:11 319:6		
241:12,22,25 242:2,7 247:8 247:10,13 250:6,8 251:12 251:20,22 252:1,4,10,11 252:12 253:3,4 253:7,11,13,15 254:8 255:25 256:11 258:25 259:4,14 261:10,11,14 261:22 262:13 262:13,14 264:6,10 265:15,21 267:24 270:5 277:22 278:4,7 278:13,16,19 279:1,4 281:16 281:24 295:3,5 295:15 296:4,9	difficult 248:21 255:10 280:3,4 280:25 390:18	discussion 199:14 201:23 206:20 207:23 208:24 212:14 216:16 221:8 224:9 225:19 228:11 232:16 233:21 234:13 242:19,24 245:8,21 247:3 261:6 266:13 268:7,13 275:7 284:4 286:3 288:19 292:6 294:19 295:24 297:13 301:6 308:9 310:15 311:11 319:6		
241:12,22,25 242:2,7 247:8 247:10,13 250:6,8 251:12 251:20,22 252:1,4,10,11 252:12 253:3,4 253:7,11,13,15 254:8 255:25 256:11 258:25 259:4,14 261:10,11,14 261:22 262:13 262:13,14 264:6,10 265:15,21 267:24 270:5 277:22 278:4,7 278:13,16,19 279:1,4 281:16 281:24 295:3,5 295:15 296:4,9	determination 324:14 396:9	discussion 199:14 201:23 206:20 207:23 208:24 212:14 216:16 221:8 224:9 225:19 228:11 232:16 233:21 234:13 242:19,24 245:8,21 247:3 261:6 266:13 268:7,13 275:7 284:4 286:3 288:19 292:6 294:19 295:24 297:13 301:6 308:9 310:15 311:11 319:6		

drive 327:15	222:23 223:8	effectuated	217:10,20,25	326:5,10
drop 216:4	229:22 238:15	269:24 270:3	218:23 219:25	327:24 328:5,9
dropped 258:6	238:16,19,22	275:4	220:13,16,18	328:9,12,15
DSL 303:13	244:1 263:8,18	efficient 232:14	220:19 221:10	329:2,24 332:7
315:22 318:7	263:20,21	233:6 313:15	221:18,19,23	332:22 335:8
322:21,22	272:13 282:23	321:3,7 328:6	221:25 223:8	335:10 337:20
323:1 331:9	285:25 292:8,8	328:9 407:5	224:14,15,17	338:21 339:2
DS1 234:9,21	292:10,22	effort 389:24	224:19 225:4	340:6,21,23
275:3,3 300:12	duly 198:2	efforts 281:8	225:12,16,23	341:10,11,12
300:16,23	297:10	eight 222:5	226:14,20	343:22 344:1
301:13,19	Dunbar 346:20	252:20 344:20	227:3,12,18	346:18 348:4
302:14 303:8	347:15	347:10 420:23	228:2 229:6	349:19 352:20
303:17,17,18	during 202:10	either 236:5	230:25 231:1,2	353:6,18
303:21,24	220:9 235:24	249:21 262:13	233:16 235:1	356:17 358:21
304:2,5,7,16	255:22 281:21	262:14 283:19	235:21,21	359:4,6,10,11
304:24 305:3,4	398:2	301:20 341:20	236:1,2,7,13	359:12 361:4
306:17,19,24	D-listed 266:17	elaborate 273:2	237:2,20,24	361:13,13
307:2,9,10,12	d/b/a 193:6	408:19 409:6	241:7,24 242:1	362:11,13
307:21 308:1,8	198:18	elect 255:6	243:10 245:23	364:1,22 365:8
308:16,18,23		elected 232:12	246:23 247:8	368:12,18,24
309:1 311:5,17		233:5	250:1,4,6,8,16	371:9 375:22
313:16,17	E	electronic	250:19,23,25	383:6 385:23
315:20 316:14	each 221:19	203:19,21	251:6,13,16,19	386:1,8,11,15
318:4,7 320:21	230:9 248:9	205:16 210:23	251:20 252:8	389:6,13
329:7,11,17	250:5 274:13	211:20 213:11	252:11,17,22	392:10 393:22
335:19,20	274:13 285:17	213:12,15,21	253:19,19	394:6 395:6,9
336:20,21,23	360:18 361:6	214:12 216:8	254:21 255:7,8	395:20 399:3
357:1,2,4	404:8 414:15	216:13 232:16	256:7,8,13	401:11 412:7
360:1 363:15	414:17	232:17 233:1	257:18 258:21	412:18,24
363:17,17,19	earlier 222:17	233:15,15	259:3,4,7,7,14	414:7 419:1
363:20 367:20	236:19 243:23	271:23,24	259:19,20	420:10,17
370:2,4,5,10	259:23 266:1	272:10,12	260:6,8,24	Embarg's 201:8
375:22 386:16	267:22 276:25	281:7	261:8,9 262:1	204:19 205:2
387:2,6,11,17	295:14 307:21	electronics	262:5,6 263:6	226:12 227:10
388:20 389:15	331:5 379:11	350:8,9,10	264:7,10 266:3	234:2 236:5
390:4 392:14	384:4 421:12	404:24 405:1	267:23 269:2,7	241:21 245:23
392:24 393:19	earliest 259:9	405:17 406:3	270:8,20 271:8	259:8,21
394:16 396:17	early 236:6	element 336:7	273:15 277:11	260:25 268:16
404:7,12,13	296:14	Elements 356:20	278:4 281:16	297:6 300:3
405:2,4,6,14	East 193:13	356:24	281:19,25	301:19 308:25
DS1s 236:2,10	easy 414:16	eleven 257:3	282:1 283:9,10	326:7,21,25
305:9 308:22	Eckler 194:2	eligible 353:6	286:9,13 287:5	329:2 356:18
312:15,18	economic 310:1	elsewhere 300:7	291:16 292:2	359:1,14,18
313:3 318:8	economically	300:9 301:14	293:3 296:22	362:22 363:10
322:21 326:21	313:20 335:25	else's 396:11	298:8,10	367:16 369:6
357:1 358:9	economies 359:4	416:21	299:12,15,16	371:8,11
367:21 392:12	363:14 369:13	Embarg 193:6	299:19 300:11	385:24 386:1
392:19	370:11,19,21	194:6,8 195:18	301:10,14	386:22 389:2
DS1's 390:2	Edward 195:4,20	198:11,15,18	303:25 304:9	390:25 400:16
DS3 311:6 312:15	198:1,17	198:21,24,25	304:22 305:1	412:19 416:21
312:19 313:21	effect 211:25	199:3,16 201:1	306:5 307:2,3	417:22 418:25
313:21 370:19	230:7 395:3	201:10 202:21	307:12,13	419:16
DS3s 369:12	407:20	204:12,20	308:4,19 309:5	embedded 371:10
due 199:17,20	effective 338:11	206:3 208:4	310:2,4 316:9	371:11 372:1
200:16 201:14	391:1,21	211:4,5,9,13	317:4 320:24	372:13 373:1
201:16,19,21	effectively	212:17 213:8	321:1,1,2,14	373:21,22
201:24 204:2,5	226:19 389:9	213:20 214:6	321:20,21,24	374:1 379:13
218:18 219:5,7	391:4	214:14,17	322:9,11,21	379:15
222:4,12,13,14	effectuate 271:4	215:2,4,5,6,23	324:24 325:3,5	employed 298:5,7
222:16,22,22	271:20	216:20,25	325:6,23 326:5	344:12,15,16

employees 326:25 344:19	equally 250:7	258:21 264:15	297:23 330:17	401:4 402:3,7
employment 344:9 344:19	equate 386:8	277:3 278:24	332:5,20 333:8	403:5,9,12,16
enables 324:6	equated 385:10	280:7 283:9	337:9 340:18	403:19 412:4,5
encompass 305:13 347:24	equipment 370:9 370:12	287:5 290:4,16	Examiner 195:7,7	412:6,10,13,16
encompasses 350:2 359:18	equivalencies 366:25	292:16 293:22	195:9,9 197:4	413:2,5,9,13
end 219:14	equivalency 366:24	304:4 328:1	197:7,16,20,23	413:17,21,25
223:25 250:12	equivalent 200:7	345:16 369:12	198:2,4 199:5	414:2,11,22
262:10 272:21	363:18 364:6	397:15 402:13	208:25 209:23	417:3,5,14,17
329:6 349:23	369:14 379:5	409:10,25	219:15 224:24	417:22 418:5
371:24	415:18,20	415:7	225:20 226:2	418:12,23
ended 390:3	equivalents	event 290:19	228:9,13,19	419:5,13 420:8
398:7	361:5 362:16	412:24	230:13,16	421:1,9
ending 411:24	364:4,10,13	events 242:25	235:18 237:16	Examiners 193:11
ends 254:10	365:11 366:4	ever 215:16	245:9 248:8	example 205:6
310:16	366:10,11,15	217:17 239:19	256:19,22	222:18,21
enforceable 279:3	366:16 370:5	239:21 271:8	257:1,5 262:25	234:9 244:6
enforces 226:21	383:16 416:12	277:11 291:15	265:3,8 266:14	249:18 264:20
engage 209:6	416:22	355:9 415:21	268:5 269:10	287:21 292:10
211:13	erroneous 365:8	416:3	270:12,15,17	336:19 357:17
engaged 207:24	error 289:18,24	every 210:16	277:16,18	359:5 369:13
208:9 210:24	343:6,8 406:22	214:11 290:2	283:3 284:1,5	372:12 376:14
engaging 211:1	407:21	306:7 313:9	284:18 285:16	387:10 410:25
engineer 372:1	errors 290:5	322:22 349:14	286:7 288:20	415:18
373:4	407:22	365:20 370:22	291:5,8,11	examples 410:11
engineering	especially	371:17 408:4	294:9,17,21,22	Excel 215:10
308:25 309:10	279:13 290:10	everybody 200:8	295:2,10,13	345:4,6,9,9,12
373:5 404:6	417:8	325:24 348:23	296:22 297:5	345:15,17,19
enjoy 359:6	Esq 194:2,3,6	380:14 397:8	297:10,12,18	345:24,25
enough 207:19	essentially	398:18	297:22 299:21	346:1,3 349:17
208:16 313:20	203:11 207:17	everyone 197:5	301:7 302:23	351:21 407:8
318:3,13,13	230:10 272:14	273:12 299:2	311:10 312:8	407:22
349:5 375:6	establish 253:5	everything	312:20 314:14	exception 203:4
384:9	253:6,7	205:19 359:20	315:9,23 316:1	417:18
Enron 266:6,19	established	370:15,16	319:24 322:17	excess 317:16
ensued 208:3	216:5 254:4	evidence 197:9	324:9,13,16	328:23
enter 352:18	264:25 278:5	197:12,14,15	325:15 326:1,3	excessive 317:3
entered 350:25	278:14 301:25	225:15 296:16	330:5,9,11,16	317:4,11,15,20
entering 341:3	324:10	296:23 297:2	331:21,24	317:23 318:1
enterprise 251:7	establishing	338:20,24	332:2,17 333:4	318:12,18,20
251:9	253:16	339:2,3,10,24	333:7,9 334:21	319:10,16,22
entire 223:11	establishment	339:25 358:11	335:7 337:1,6	320:10,18,23
235:25 271:5	253:9,12	365:18 412:22	337:11,24	321:18 322:6,7
308:20 311:25	estimate 347:10	413:3,4,19	338:12,19	323:19,23
323:21 349:1	347:13	417:15,21,23	339:1,4,8,15	324:3,7 327:12
359:22 361:20	et 229:23 249:9	exact 356:25	339:23 340:1	330:20,22
410:15	250:23 264:11	389:9 394:2	340:13 341:1	331:3,6,10,14
entirely 295:8	273:17 280:13	exactly 274:9	341:24,25	exchange 215:4
404:15	318:3,22	290:22 301:21	342:3,6 344:4	221:6,10
entitled 288:11	320:23 322:25	319:19 326:1	348:21 354:10	252:25 261:19
314:20 325:17	331:7,14	373:11 393:23	360:17 362:2,6	269:17
325:25 374:24	evaluate 267:20	394:17 395:23	364:24 367:5	excited 375:19
entity 253:5	evaluating 253:1	414:15	367:10 371:1	excludes 350:3,4
entry 243:9	even 205:2	examination	374:23 377:23	excluding 331:16
environment	211:15 217:20	195:4,5,6,7,7	378:11,14	exclusive 362:14
214:9 252:18	233:13 236:23	195:8,11,12,12	380:19 381:3	exclusively
	247:25 248:20	195:13,13,14	382:3 384:13	320:24 329:11
	248:22 256:14	195:16 198:8	384:17 387:22	excuse 200:8
		257:9 269:13	392:6 394:19	204:4 211:24
		270:16 277:17	394:23 395:10	218:19 231:1
		291:13 293:2	396:8,22 399:4	246:23 247:2

255:4 287:18	410:23	322:18 350:23	337:21	feeder 196:7
301:8 316:15	expected 405:12	364:25 370:14	failure 270:21	375:18,25
348:9	407:9	378:2 390:2	failures 261:18	376:1,8,13,15
excused 297:1	expects 405:11	extra 322:23	261:18	377:1,13
412:12	expend 289:11	327:25 328:5,6	fair 208:21,23	379:12,20
exhibit 198:6,11	Expense 347:20	328:21,23	301:1 319:19	380:1,3 404:16
198:21,24,25	347:23	eyeball 390:19	366:5 395:4,6	feel 320:12
199:3 296:22	expenses 384:24	e-mail 196:2	400:8	396:12
297:2,3 298:10	385:6	305:20,25	fairly 199:11	feels 395:10
299:12,15,16	expensive 406:6	306:4 339:8	222:12 282:7,7	396:10
299:19 303:7	experience	402:13 413:10	fall 392:19,22	feet 371:25
305:16,17,17	243:25 245:6		falls 392:18	404:14 405:21
305:22 338:21	345:12,14,17		familiar 208:16	fellow 290:18
339:2,3,5,20	experiences	F	244:20 282:4	felt 380:25
339:23,25	375:12	facilities	283:12,13	few 277:19,21
340:6,21,23	experiencing	303:25 304:2	286:15,18,20	279:16 292:13
341:11,11,12	261:16	305:7 307:18	286:21 316:6	330:7 345:1
341:14 348:20	expert 273:10	313:16,18	320:2 402:18	397:22
349:5,6,8	experts 316:9,11	facility 248:19	far 282:2,2	fewer 257:23
350:14 360:19	expired 200:18	249:18,23	283:10 312:25	285:7 292:11
360:20,21,24	200:19 242:5	255:21 313:21	326:16 333:20	398:14
360:24 363:3,5	278:1 338:14	313:21	338:19 340:7	fiber 369:17,18
363:25 374:16	370:7 390:25	fact 199:15	360:8 365:16	369:19 404:22
374:22 378:9	405:3	206:13 207:24	388:8 408:17	405:22
378:17,24	expires 418:3	214:11 215:25	417:19	field 306:21
380:17,18,20	422:12	221:18,23	Favored 396:6	323:12
380:25 381:4	explain 214:2	222:3 226:7	Fax 193:24	fifth 193:22
381:17 382:2,8	286:22 306:9	233:8 234:11	FCC 301:21,25	258:8
382:10 383:10	327:9 334:19	234:14,23	302:2,4,7,8,14	figure 243:6,8
383:14,14	343:3,11	236:22 237:12	302:17,18	244:6,13 246:7
412:25 413:6	357:23 360:7	238:4,12,13	310:22 311:4	251:18 280:10
414:3,15,20,23	360:14 371:13	243:17 245:6	311:17,23	372:2 390:9
416:15 417:6,6	402:4,8,8	246:2 257:25	313:3,17 314:1	405:18,19
417:18 420:2,3	explained 313:4	264:7 266:4,24	314:17 315:6	419:9
420:9,9,10,20	358:10 369:25	267:18,23,24	333:12 354:23	figured 337:20
421:1,4,4,7,8	370:8 371:10	268:15 272:9	355:1,2 360:25	figures 394:13
421:10,10	405:7	274:8,16	361:5,23	figuring 282:24
exhibits 195:18	explanation	275:17 298:19	362:16 364:20	file 203:21
196:1 197:9,14	286:11 314:6	306:16 313:13	364:22 365:15	206:13,23
197:15 338:20	318:21 387:25	316:24 321:16	365:17,18,25	207:3 211:17
339:21 340:16	416:3	321:16 325:23	387:5 389:25	212:14,16,19
343:22,24	explanations	327:18 329:13	408:15,21,25	212:25 213:21
344:1,2 349:3	366:23	336:23 362:11	414:14,17	213:24 214:5
374:14 412:14	explicit 389:25	377:16,21	415:11 416:9	214:10,17
412:15,18,21	explicitly 313:7	378:1 400:10	416:19	215:1,4,18
413:4,6,18,22	313:25 375:17	415:21	FCC's 310:18	216:23 232:14
417:12,15,18	exposed 220:19	factor 279:24	311:21 312:5	349:17 409:22
417:19,21,22	252:18	347:25 348:16	312:17 313:14	411:13 416:9
420:11,14	exposure 221:15	376:19 383:1	314:5 315:4	416:12
exist 322:1	221:17	384:12	FDI 404:15	filed 196:9
existing 249:15	Express 292:13	factors 374:4,5	feature 254:16	243:4 283:15
249:16 304:5	292:15	374:8,10,12	266:2 267:23	416:14 417:2
373:16	extend 230:11	375:18,20	268:11	420:5
exists 242:12,13	extenders 317:21	376:25 379:16	February 274:18	files 214:17
255:9 350:24	331:7	421:8	274:18	406:15,18,21
expect 210:15	extensive 345:14	facts 222:9	fed 405:22	406:25
211:19 259:25	extent 230:25	factual 311:4	fee 277:12	filing 242:22
260:3,22	245:10,12	fail 289:19	feed 265:18	fill 196:7 374:4
306:25 335:22	302:7,15,18	failed 286:10	404:22	374:5,8,10,12
353:12 368:22	305:4,6 319:25	failing 296:6		375:11,18,20

376:13,16,19	346:16 347:9	formally 197:11	frame 210:22,22	344:23 345:16
376:25 377:13	358:2 365:1	format 206:22	270:22 333:15	345:24 346:3
378:4,6,7	373:5 379:4	207:5,7,8,25	411:2,7,12	346:23 347:9
379:16 380:1,3	382:15,20	208:8 210:23	412:1	353:18 355:2
380:11 383:1	388:3 391:3	211:5 213:1,9	frames 282:11	359:24 361:12
384:2,12 421:8	412:19	213:17 215:17	404:1 418:13	361:13 363:4
filled 416:18	five 199:12	215:25 216:2,3	framework 254:13	363:19 366:21
fills 376:1	243:22 383:16	219:2 232:23	frankly 345:15	367:21 372:22
379:12,13,15	384:6 386:5	271:17 272:10	free 203:7	378:20 380:10
379:20	391:22 392:7	formation 261:21	frequently 244:4	380:11,25
filters 317:21	397:23	formed 289:7	Friday 420:5	381:10,17
322:25 331:7	five-minute	formula 256:7	from 196:2	387:18 389:16
final 297:7	384:14	formulas 346:1	200:21 201:14	389:24 390:7
313:8 314:1,1	five-year 243:18	forth 212:21	201:16,19,22	390:19,23
355:15 391:18	fix 244:5	231:6 296:7	201:25 202:8	392:10,14,24
393:12	fixed 359:8,9	302:3 343:22	203:20 204:2,5	393:3 394:13
finality 313:8	376:11 378:2	forthcoming	204:5,7,9,20	394:14 395:8
Finally 296:14	f1 361:16	282:14	210:17 214:15	399:22 400:16
421:3	flexibility	fortunately	214:16 215:23	404:3,6,22
financial 221:20	407:2	243:24	216:21 217:21	407:16,22
221:25 222:1	flexible 398:19	forward 213:14	218:6,7,10,18	408:8,14
247:17,22	flip 358:16	316:11 321:7	218:19,21	409:11 410:24
250:19 251:3	Florida 299:9	322:12 358:12	219:5,7,16,21	420:15,16
259:2,12	focusing 277:22	367:9 369:25	220:17,17	front 305:18
260:13,20,21	317:3	376:20 398:22	221:24 222:1,1	361:25 394:1,9
268:2 296:2,6	folks 207:13	forward-looking	222:6,12	397:8
344:17	273:16	372:6 373:9	230:17 231:9	FTP 206:23,24
find 248:20	follow 201:6	found 229:21	235:13 238:6	214:5,8 215:7
255:10 300:11	273:12 301:15	313:12 314:1,2	238:15,15,18	215:23 232:25
319:13 320:8	302:2,4 329:24	365:24 375:3	239:3 242:2	232:25 233:10
330:1 345:15	330:3 371:22	401:1,1 407:4	243:6,12	233:16,16
367:17 368:24	375:16 390:1	415:11	246:23,23	full 238:1
373:3 390:13	followed 219:25	foundation	250:8 251:19	382:15,20
407:9 411:11	following 322:9	208:15 227:20	251:23 252:9	function 249:16
416:4	393:19	234:11 246:16	256:7 259:3,4	271:2,21
finding 371:23	follows 198:3	364:12,14,16	259:14 261:16	304:16 317:17
finds 368:18	297:11 301:10	four 211:22	261:17 262:11	318:14,15
395:18 407:8	371:22	212:11 216:23	262:21,21	323:1 337:21
fine 213:11,19	follow-up 208:23	223:9 263:9	263:6 264:4,9	378:5,6
228:19 245:3	294:11 371:2	286:10 287:4,6	264:11 268:23	functionally
294:11 314:22	footage 371:9,10	287:7 359:1	272:11 273:16	200:7 203:12
316:7 330:16	371:11,14	388:3 391:1,6	275:2,19	functioning
330:22 340:9	footnote 311:3,7	397:22 413:9	277:13,24	248:25 303:22
342:16 381:3	311:8,14,15,16	413:11,13,14	280:20 281:16	307:10 318:4
finish 268:4	311:22 312:2	420:15	282:14 284:10	functions 323:11
finished 347:4	312:12,15,22	fourth 400:5	284:20 285:24	fund 267:5
408:6	313:4 314:7	four-month	286:6 288:14	funds 243:10
first 197:17	315:3,7,15	224:15	290:14,17,17	further 251:16
198:2 199:12	Ford 266:21	four-rate 391:9	292:11,21,22	256:17 257:7
200:13 201:9	267:13,14	four-wire 386:20	301:23,23,24	262:24 269:9
203:2 204:25	forecasts 371:12	386:23 387:3,8	305:21 306:15	270:11 283:20
223:16 225:1	foreclosing	387:11,17	307:12 308:16	291:6,8,9
226:13 227:14	395:21	388:19 389:15	312:3 313:21	293:18,19
231:13,25	foregoing 422:2	392:14,24	315:20 316:16	314:6 330:4
236:6,12 238:1	forgot 284:6	401:11,17,18	317:4 318:4	333:3,4 337:23
271:14 280:2	forgotten 296:18	402:16,18,20	320:13 321:1,2	341:1 360:4
297:10 303:3	fork 255:7	402:25 404:7	321:23 323:3	371:2,14 403:4
303:16 315:1	form 217:11	406:1,2,3,5,11	333:14,22	404:21 409:6
322:19 336:18	247:13 248:15	four-wires 358:9	335:23 338:11	421:14
342:20 343:4	249:21 414:14	392:12,19	339:8 344:8,22	

future 278:20
402:24 410:23

G

gather 261:12
gave 203:11
220:16 246:17
249:17 258:1
264:5 267:25
284:5 286:11
301:3 318:21
319:12
general 244:11
245:13 269:17
296:3,10 345:1
346:6 363:8
395:13 404:2
408:2 409:18
generally 244:13
244:16 249:14
268:17 269:22
273:20,21,24
273:25 282:5,6
282:10 283:13
289:1 293:10
345:12
generated 313:20
generation
207:17,18
308:23
generations
208:21
generic 319:16
gentleman 346:20
genuinely 357:12
geographic
371:16,21
Georgia 299:10
germane 236:23
gets 200:4
218:24 290:9
309:17 346:2
360:4,5 370:12
406:7
getting 219:10
226:11 275:22
285:20 290:14
294:7 320:13
328:22 360:8
392:2,3
get-go 217:22
give 198:10
216:20 222:9
222:18,20
224:24 244:8
252:12 255:17
270:1,1 296:25
298:23 342:24
349:24 357:3,7

395:21 398:12
398:14 399:4
given 209:7
217:14 220:25
221:1,5 227:4
227:10 250:8
260:7 279:15
279:21 301:11
323:13 334:24
374:12,25
387:16 388:1
389:16 414:14
gives 268:24
352:18 416:10
giving 380:23
381:8
gleaning 214:16
gloss 324:6
331:2
GM 266:21 267:10
267:10,12,13
269:1,7
go 197:4 201:9
203:7 209:1
212:25 228:9
234:8 235:16
240:20 244:21
253:12 268:5
268:10 271:14
274:23 279:2
281:12 288:1
294:17 297:5
297:22 308:8
309:5 310:2,7
311:9 323:7
326:16 338:15
341:1 342:11
354:6 357:21
358:12 361:21
362:2 367:9
372:2 376:24
378:11,14
382:3,10
383:10 384:13
390:10 397:24
403:9 404:15
407:18 415:5
418:20,23
419:10,13
goal 210:19
goes 228:4
245:25 309:9
325:1,1 336:20
367:6 369:20
372:13 376:8
408:12,13
going 198:10
199:11,12,23
203:8 208:8,10
208:11 211:18

211:20 213:14
213:16 216:13
218:24 219:2
220:5 224:8
239:9,14,17,22
240:8,19
247:21 250:14
270:6,7 272:5
272:21 273:4,8
273:9 274:1,18
276:14 277:6,8
278:21 279:4
280:11,20,21
281:8 282:14
282:23 285:17
288:4,5,13
289:2,3,3,5,9
289:10,13,14
290:5,13
295:14 298:15
300:1 304:9
307:16,17
310:1,6 311:20
318:25 319:11
321:13 323:6
324:4 330:12
335:18 340:20
345:16 349:3
358:16 360:9
364:11,19
367:8 368:17
369:17,18,19
370:23 373:2,6
377:2,21 378:5
380:24 389:12
391:16,23
395:24 400:20
404:18,23
409:8,11,16,19
410:14 411:6
414:16 419:8,8
420:19
gone 253:20
341:4 352:5
good 197:6 199:9
199:10 240:4,5
240:5,7 270:18
270:19 288:21
299:24,25
312:24 333:10
333:11 344:7
401:2
gotta 321:25
grab 359:20
grade 261:4,5
370:4 381:15
405:3,20
graduated 344:8
graduates 345:16

granite 399:13
399:23 400:1
great 197:23
346:14 359:7
greater 259:12
359:1,12
366:11 369:12
370:13,19,21
Green 193:12
195:13,17
270:13,14
332:17,19,21
403:20,21,23
ground 347:1,2
group 273:22,23
357:3
grouping 408:24
groups 204:19
205:23 273:10
273:25 357:4
408:22
grow 281:6
guess 266:3
277:25 281:11
338:13 391:19
403:21
guideline 313:9
guidelines
273:12 301:11
301:15 302:2
329:24 330:2,3
guy 280:11
403:21

H

hairs 232:19
half 248:14
263:15 359:1
395:1 415:22
415:23
hand 197:24
205:13,15,16
205:20 252:2,3
256:5 286:14
297:8 304:2
307:11 320:6,7
340:20 353:22
354:7,19
handed 303:21
305:20 307:5,9
307:15 349:4
353:23 354:2
360:18,25
378:17
handing 374:21
handling 256:9
happen 230:8
232:23,25
248:19 270:7

304:2 308:12
323:6 336:20
354:5 373:23
378:1 406:20
410:23
happened 232:3,7
232:9 244:23
293:12 406:25
415:2
happening 303:23
321:11 323:11
323:16
happens 293:13
346:5 362:19
happy 213:9
227:23 235:16
361:20 367:4
370:24 380:13
411:18
hard 206:10
342:12,15
350:6 417:25
419:2
hardship 260:13
Hart 195:4,20
197:18,21,23
198:1,10,17
199:3,9 200:9
208:15 209:23
218:16 223:19
224:2,7 225:2
225:17,21
226:10 227:15
227:19,24
228:21 230:5
233:23 236:12
236:14,15,24
237:17,25
244:11,14
246:14,21
247:5 257:11
270:18 277:19
288:12,15
291:15
Hart's 223:20,24
224:1 236:14
296:15,23
hasty 421:7
having 197:16
223:23 227:18
229:3 281:14
281:23 296:6
328:16 329:1
337:4 381:1
389:20 409:20
419:2
HDSL 305:11
306:18,20,25
307:3,4,13,16
404:21

head 326:15	highly 308:19	household 358:20	382:4 397:16	incorrect 218:9
headed 349:8	367:15	362:21 363:9	identifying	incorrectly
header 365:1,2	high-capacity	363:14,18	419:20	264:24,24
382:8	359:19,25	366:7,12	ID'D 195:18	increase 332:7
heading 375:10	369:11,17	383:22,24	196:1	increased 338:5
400:4	370:14,18,22	households	ignores 238:4	338:6,10
headings 414:25	371:19	359:16 363:11	II 193:19	increment 207:20
heads 360:3	high-speed 331:8	363:16 383:5	ILEC 333:13	Incumbent 252:24
Healthcare	331:11	housing 382:18	368:16	incur 335:10
344:16	him 224:3,10	383:1	illuminate 240:1	indeed 246:21
hear 200:9 226:2	227:25 236:18	Humana 344:16,20	immaterial 315:8	254:18 321:11
250:11 280:20	236:25 237:3,6	344:22	immediately	323:11 329:18
282:8 353:25	237:11,12	hundred 224:16	246:17	indefinitely
heard 220:14	244:24 245:4	243:22 252:5	implementing	254:23
224:9 234:22	288:6,11 370:9	263:9 345:20	272:1	index 195:1
236:3 258:11	hindsight 373:11	369:13	Implicit 400:6	266:25
259:5 293:7	hire 345:13	hundreds 214:10	implies 229:9	indicate 221:19
314:10,11	history 207:7	215:1	400:11	221:24 247:24
317:25 334:7	261:9,11 271:6	hypothetical	imply 315:5	275:17 286:11
334:13 342:25	hold 241:12	225:2 300:20	important 376:2	289:24 307:13
362:18	248:7 254:22	327:23 408:17	403:1	340:6 366:9
hearing 193:10	home 292:24		impose 240:15	386:15
319:3 340:5	Honor 208:19		247:8	indicated 207:4
421:16	209:20 218:13	I	improper 218:12	210:4 211:15
hedge 267:5	224:5,22 225:8	ICA 199:15 200:2	301:4 312:4	234:1 235:13
heft 268:2	227:21 236:24	201:1,13,19,21	394:22 395:25	243:23 244:19
held 241:16	244:18 246:18	201:24 203:4	improve 268:16	245:6 247:9,12
255:7 271:18	247:2 256:18	203:16 223:14	impugn 416:5	249:3 267:22
helps 409:14	257:8 263:2	224:19 227:25	imputing 234:10	278:6,18
her 233:20 268:4	257:8 263:2	236:8 301:20	inappropriate	279:15 287:16
274:17 294:15	264:15 265:10	302:7,16,19,24	223:19 225:18	295:15 307:21
301:3 312:15	269:9 283:25	303:4 316:21	291:2 312:2	332:3 338:6
312:23 314:21	288:9 290:21	320:2,17	314:25 319:22	353:17 357:17
315:1,4 319:9	291:4,10 294:5	323:21 338:7	401:7	386:15 399:1
319:10,11	296:21 300:19	338:11,12,14	inasmuch 225:12	420:21
322:6 325:25	296:21 300:19	370:2,6,7	Inc 193:4,22	indicating 281:7
340:2,5,7	303:2 305:15	387:9 389:5,6	194:5	339:11 395:5
352:19 353:12	312:7,10	389:13 390:25	include 215:8,10	indices 405:11
360:7 364:14	315:11 319:9	391:21 393:21	215:12 347:22	individual
364:15,17	322:3 324:19	398:13 405:4	350:10 352:24	346:19 351:7
365:23,25	330:4 332:1	ICAs 399:3,13	370:9 371:17	351:15
366:5,13	337:25 339:6	idea 290:12	410:10,12,14	individuals
377:21 381:1	360:6 361:19	307:25 319:10	410:21	345:13
395:7 399:4	364:18 365:12	identical 295:18	included 205:19	indulge 392:3
400:25 401:3	365:22 366:20	302:8,17 355:8	261:13 300:15	industries
402:4,6,8	370:24 374:21	identifiable	300:25 312:22	272:18
420:22	380:22 383:9	335:15 336:4	312:23 329:7	industry 207:5
hereinafter	387:24 392:3	IDENTIFICATION	335:14 368:12	212:10 261:16
198:2 297:10	396:25 400:24	198:6 297:3	374:16 385:7	272:18,23,25
Hi 197:5	403:4 412:11	340:16 360:21	410:15,16	273:3,19
high 308:23	413:12,16,20	378:9 380:20	421:3	290:18 292:7
326:25 405:14	414:9 415:1	identified	including 331:9	389:22 410:2
408:8	418:10 420:7	306:18,22	371:18 391:7	inefficiently
higher 251:18,23	420:13 421:6	381:5 417:13	399:13 409:12	373:1
368:11,18	hope 228:18	420:2,3	inconceivable	Infinitesimally
377:2 405:5,12	416:5	identifies 331:6	416:1	260:10
406:9,10	hopefully 228:14	identify 198:12	inconsequential	influencing
408:19 409:10	hoping 398:16	298:12 334:25	261:20	391:18
highest 392:17	hour 296:25	335:16 336:6	incorporate	inform 419:22
408:9 409:3,11	hours 204:12,15	340:24 341:10	309:24	
	279:16 296:16			

information 232:2,6 272:13 282:13 283:15 306:19,23 311:18 312:16 326:22 332:8 336:7 345:24 361:12 371:7 380:24 381:7 404:5 418:24 419:2,19 420:2 420:5	integrity 327:1 intend 297:14 intended 277:21 intends 226:21 intent 234:10,16 intercompany 273:10 interconnecting 221:10 interconnection 193:4 200:19 236:19,23 242:5 269:22 269:24 277:24 281:15 282:20 295:17,19 332:9,13 333:19,24 396:2 408:1 419:24	275:24 284:17 285:19,21,23 292:13 intervals 201:2 intimate 283:17 intimately 282:4 283:12 286:15 introduce 380:24 introduced 339:5 342:10 412:18 413:6,6 420:14 investigating 209:21 investment 261:4 261:5 investments 404:3 investors 252:23 invisible 275:25 285:13,20 invoice 199:21 199:24 200:2,5 200:15,17,21 201:10,14,16 201:19,25 204:1,5,7,9,21 205:6,24 211:23 212:11 213:8,11,12,15 216:25 217:4,7 217:8,12,15,17 217:17,24 218:6,7,20,21 222:6,21 227:13 228:8 228:25 229:1 229:12,13,20 229:23 230:4 238:6,16,19,22 257:24 258:3,9 262:19 263:13 263:19 271:2,9 271:21 272:15 272:17 274:3 274:14 275:19 277:6 280:18 280:19 281:5,6 285:25 286:1 291:22 292:11 292:23 293:3,5 293:9,10,14	invoke 279:16 invoked 241:7 242:16 270:20 271:3 278:18 involve 282:15 involved 399:25 involves 385:13 in-house 346:18 398:8 IP 212:16 IRES 229:14 270:23,25 276:15 277:3 291:18 irrelevant 224:4 225:7 244:13 244:17 321:25 isolate 397:19 issue 197:12 199:14 202:16 202:17 225:6 227:1 229:11 236:13 238:12 238:13 242:8 258:20 265:20 265:20 277:23 295:4 310:14 315:10 316:10 321:14,19,23 321:24 322:1,4 323:14 325:9 325:13 366:12 391:25 394:21 416:20 419:7 issued 200:4 247:17 290:19 issues 201:11 202:3 329:15 item 352:21 items 318:13 349:25 350:4 351:19,22 352:4 353:2,11 iteration 210:16 iterations 259:10 iterative 346:5 371:22	Joseph 194:6 July 332:11 358:5 397:13 June 306:1 422:12 junk 272:21 289:12,14,21 just 199:22 203:8,25 204:10 207:17 209:21 211:20 211:21 212:22 213:17,22 215:12 228:6 228:17 237:12 245:3 246:4,15 251:17 260:16 262:8,22 263:1 264:5 272:24 277:9 282:21 283:24 289:4 289:25 290:5 294:22 296:5,5 300:20,20 301:3 302:23 313:6 315:11 317:22 318:8 318:21 319:16 327:23 328:8 336:15 337:20 338:1 343:12 348:9 350:22 351:4 353:22 354:13,19,21 357:11,15,23 358:8 360:10 360:24,25 363:17 365:21 366:21 368:6 371:19 372:21 375:4 376:23 384:1 395:2 397:22 406:7 408:7 409:4,9 409:21 410:19 415:9 416:6,13 417:3 419:14 420:25 justification 397:2 justified 281:14
inputs 196:6 343:1,9 349:20 355:25 357:8 357:17,21,24 358:3,11,14 374:10 375:18 376:3 378:18 379:23 382:2 397:10 407:11 411:12,13 inspection 325:12 installation 350:4 411:16 instance 223:7 248:12 249:17 263:5,22 281:25 286:9 286:16,19 293:23 368:12 instances 214:21 214:23 219:19 219:20 254:12 286:9 372:12 instead 246:19 285:8 318:9 319:5 329:21 373:2 381:1 407:11 instituted 220:7 institution 247:18 instructions 416:10,13 insurance 220:9	internally 356:25 international 248:24 Internet 212:20 212:23 214:6 215:6 interpret 225:11 415:15 interpretation 225:13 236:18 237:10 317:12 317:19 391:20 interpreted 225:18 interpreting 236:8 interpretive 233:18,19 interprets 225:16 interrupt 380:9 interrupted 380:22 interval 238:20 238:21 275:23	275:24 287:6,7 invoiced 292:8 invoices 214:12 214:12 217:11 219:4 223:8 225:23 226:1,6 226:15 232:25 233:6 257:12 257:21 271:23 271:24 287:6,7	J J 422:9 James 193:10 195:21 298:13 January 231:10 232:4,6 274:16 358:2 January's 274:20 Jay 193:10 Jim 346:20	K Kansas 298:7 keep 199:11 255:3,16 272:14 318:3 409:18 kind 221:25

224:18 304:1	400:2 401:17	421:11	418:15 420:22	limited 215:14
307:19 349:5	414:5,7 415:14	late 196:9 197:8	letter 247:14,16	361:8
375:6 379:16	415:15,20,21	236:5 271:19	247:22 248:11	line 212:6,7
409:15 410:1	416:3,6,7,23	277:5,11	248:15 249:22	226:11,17,18
411:14 416:17	418:20 419:8	279:24 281:19	255:4,6,12,16	233:25 234:8
kinds 402:17	knowing 377:1	282:1 283:9	255:19 270:6	234:19,19
knew 208:4	knowledge 209:3	343:21	293:17,18,21	235:2,3 236:1
know 203:7	244:23 245:11	later 209:17	293:22	236:6,10,15,16
208:22,22	245:13 249:7	223:10 361:20	letters 248:21	236:17,20
209:25,25	270:20 271:1,2	366:22 373:16	249:4 250:1	237:5,9,11
210:18,19	364:15,25	414:19 417:1	let's 219:15	238:2 248:1
211:3,12,12	knows 236:25	late-filed 420:2	222:20,20,22	257:13,15
212:7 213:25	244:11,14	420:3 421:4	222:24 225:20	272:25 274:7
214:20,22	348:23 364:13	law 301:20 396:2	235:16 251:14	275:3,3,7,16
217:21 219:12	395:6 418:16	lawyers 400:17	251:15,17,25	279:14 298:21
227:5,20 236:4		LC 249:22 255:3	252:2,20 260:5	298:21,22,22
237:13 241:7	L	255:17	262:9,12,16	299:6 300:10
242:6 245:3,15	lack 220:20	LCM 196:3 349:8	268:5 280:7	300:15,25
245:20 246:21	234:10 252:2	413:7	281:11 293:9	301:18 303:9
246:25 247:20	364:14	lead 229:17	293:13 294:17	304:8 305:3,5
248:2 251:2,3	lacks 227:19	leads 229:12,13	297:5 298:18	305:8 307:22
259:12,22	laid 213:6	415:24	378:14 387:10	308:6,25
260:19 261:2,4	language 223:13	league 264:9	418:20,23	310:19,20,24
267:2,21	227:11,11	lease 313:21	419:10,13	311:6 317:2,7
270:10 271:16	228:2 229:21	least 223:7	level 276:5	318:4,4,10,14
273:18,21	238:4 241:8	233:9 235:19	295:5 324:23	318:23 325:3
274:21 277:22	242:7,9 254:9	235:22 246:1	324:25 325:4	331:8,12 332:7
278:6 279:18	261:14,14	277:2 281:25	325:24 326:25	336:6 341:22
281:5,20,22	262:18 275:17	323:13 403:8	357:7 368:18	341:25 342:2
282:4 284:19	277:23,25	408:22	391:16 392:15	354:23 358:23
284:25 285:1	278:2,9,12,15	leave 205:2	408:16	361:16 362:9
285:14,20	278:19,22	341:5	levels 374:11	362:10,22
287:9,10,11	279:1,6 281:14	ledger 404:2	liabilities	363:10,18
289:25 290:3	281:15 295:16	left 375:23	260:5,8	364:4,5,6,9,13
290:17 291:15	295:19 296:4	407:7	light 281:22	365:10 366:4
292:1 301:22	300:14,24	legitimate	like 207:18	366:10,11,15
302:6,19,19	319:1,4 321:17	294:10	208:10 214:2	370:18 375:24
304:6 307:14	322:1,2,4,5	lend 265:18	222:10 227:14	383:7,15
308:17 309:21	324:5,6,8	length 279:12	240:1 256:6	386:14 391:11
313:2 315:13	325:11 326:4	311:22	267:21 274:9	395:25 400:5
316:6,16	329:5,9,10,14	less 205:21	281:22 289:8	402:13 406:5,5
320:15 321:25	331:1 345:2,8	219:16,19,20	289:15,25	406:23 415:17
323:13,22	languages 321:22	250:20 259:3	292:15 306:9	lines 239:7
333:15,20	large 260:4	277:21 308:22	323:9 326:20	247:6 274:24
334:20 335:8	268:20 277:8	371:8,25 381:7	326:22,23	275:3 279:11
336:21 338:17	344:23 359:9	381:9 415:22	329:16,20	282:16 284:14
343:21 347:8	largely 271:22	let 209:23 214:2	348:22 356:23	299:1,1 308:22
348:7 349:15	289:12,13	217:2 221:2	357:19 359:10	311:5 313:6
351:9,18 353:1	larger 268:18,18	222:20 237:16	360:19 365:12	318:7,7,21
353:10 354:6	268:19,25	242:4 245:9	368:16,19,22	319:21 329:5
362:17,18	269:1 394:16	247:7 248:6	376:5 377:3	359:15,16,17
364:17 371:20	last 222:10	268:4 281:5	396:16	359:19,19
372:3,8 373:6	252:20 289:16	286:22 288:1,1	likelihood	361:14 363:11
373:10,11	297:25 334:14	289:10 301:7,8	217:16	363:21,23
377:16,22,25	348:11 362:10	303:16,16	likely 215:15	364:2,2,3,3,4
379:24 381:5	379:3,7 382:7	319:24 322:17	255:20 277:3	364:8 365:3,4
383:5 386:3	382:8 383:17	354:6 362:8	377:2	365:9 366:3
388:21,22	383:18 411:1	364:24 390:15	likewise 302:17	367:13,14,19
389:1,23,23	lastly 420:8	402:7,8 403:6	limit 221:17	368:1 369:7,12
397:5,9 399:25		409:5 413:24	257:17 360:13	369:14 379:3

380:6 382:4,5	297:13,15	300:16,22	lowering 252:4,5	made 197:10
382:9 383:1,23	298:2 299:4,19	301:13,19	lowest 408:8	207:19 210:13
383:23 384:1	305:18,21	303:18,21,22	409:2,12	220:9 223:1,2
384:10,20	315:15 330:13	304:11,13,23	low-pass 317:21	228:15 229:3
414:6 415:24	330:19 338:23	305:2,13 306:7	322:25 331:6	230:5 233:24
list 196:3 267:4	340:2,22,24	306:19,20,23	lunchtime 296:24	236:1,7 238:25
267:7,8,10	341:10,13	307:8,14	lying 321:24	242:21 243:13
316:3,5 317:24	344:2 365:21	308:10 309:12	Lynn 193:10	245:22,24
329:19,22	365:23 371:6	309:25 317:16	195:7,9 197:4	278:17 281:17
349:9,11,19,22	375:3 380:9,23	320:5,7 322:4	197:7,16,20,23	288:22 296:15
349:24 350:2,4	381:8 384:19	323:1,5,6,12	198:2,4 199:5	300:14 302:12
350:8,11,16	398:23 403:24	326:22 327:25	208:25 209:23	302:13 308:9
351:19 353:17	412:17 418:18	329:8,17,19,23	228:13,19	311:24 333:17
354:15 357:18	420:21	332:8,22,23,25	235:18 237:16	338:21 343:3
357:19 358:2	Londerholm's	332:25 333:13	245:9 256:19	367:25 373:23
390:13 400:16	315:8 366:17	333:18 334:3	256:22 257:1,5	389:23 390:4
413:7 420:21	419:1	334:16,23	262:25 265:3,8	393:17 396:23
listed 322:25	long 255:8 347:8	335:5,9,11,17	266:14 269:10	412:20 413:18
351:22 352:4	381:3	336:1,6,16,18	270:12,15	magnitude 262:8
361:23 363:25	longer 372:23	336:22 337:12	277:16,18	262:22
381:17	405:22	338:5 342:17	283:3 284:1	mailed 204:1,1
listing 352:25	longest 232:5	343:1 347:20	286:7 291:5,8	204:20 205:8
lists 351:8	look 203:14	351:16 352:23	291:11 294:9	257:23
394:13	212:6 227:15	369:15 370:23	294:21 295:10	mailing 205:18
litigating 394:7	244:22 257:13	371:18 374:24	295:13 296:22	205:24 206:4
little 204:17	269:25 272:24	375:16,17,25	297:5,10,12,18	257:20
207:10 261:11	274:9,14,18	378:18 379:21	297:22 299:21	mails 257:18
273:2 343:20	299:4 303:25	379:23 382:2	301:7 311:10	main 411:2,7,11
351:2 380:14	304:9,14	382:11 385:8	312:8 314:14	411:25
381:1 408:19	309:10 310:10	402:1 404:7,7	315:23 319:24	maintain 272:16
409:15	311:13 312:15	404:22,23	322:17 330:5,9	maintenance
live 273:12	313:10 326:9	405:23,24	330:11,16	335:20
289:10	327:2 335:19	407:3,5 409:22	331:21,24	major 351:9
LLP 194:2	336:18 354:14	411:4,6,7,12	332:2,17 333:4	make 198:21
LM 379:5	372:21,22	411:14,23,24	337:1,6,24	199:3 205:24
load 317:20	373:7 377:3	411:25	338:19 339:1,4	209:17 211:6
320:23 322:24	379:15 404:10	loops 300:4	339:8,15,23	219:17 220:12
331:6	404:11 406:12	303:8,13,17	340:1,13 341:1	230:11 238:12
loading 272:20	409:22	304:24 306:6	341:25 342:3,6	239:3 240:25
local 221:6,9	looked 227:2	318:8 322:20	344:4 362:6	251:21 252:13
252:25 261:19	338:16 372:11	322:21,22	364:24 374:23	253:4 259:3
296:3	385:14 387:6,7	329:11 375:22	384:17 403:12	267:19 269:15
located 310:19	398:3	386:16,20,23	403:16,19	270:22 274:7
367:14 369:14	looking 209:10	387:2,3 388:20	412:4,6,10,13	277:8 278:2
373:6	210:21 249:13	402:16,18,20	412:16 413:2,5	279:3,3 284:13
location 303:19	259:16 262:15	411:3	413:9,13,17,21	287:22 293:25
304:7 336:24	265:22 282:24	loss 262:14	413:25 414:2	298:18 299:12
342:24 343:18	300:10 301:18	losses 252:21,22	414:11 417:14	299:19 320:1
357:6 404:19	313:24 315:23	253:11 261:15	417:22	324:14 329:22
404:24 405:24	316:2 317:1	lot 203:24 224:7	L-o-n-d-e-r-h...	330:1 339:20
locations 371:12	329:4 363:1,24	243:25 319:15	298:3	341:20 344:2
371:17 372:13	371:6 372:2	353:17 407:1		348:22 349:3
372:18 397:16	375:9,9 380:12	lots 322:23		350:7 365:12
log 406:15,18,21	381:16 382:23	loudly 343:20		366:3 383:3
406:25	390:19 399:7	low 378:5 405:14		390:4 396:9,12
logistical	418:4	lower 359:2,3		401:6 409:10
271:25	looks 261:9	375:24 377:14		412:21 414:8
Londerholm	267:21 376:4	395:22 406:11		414:13 417:14
195:10,15,22	loop 196:5,6	408:18,24		makes 268:11,21
195:24 297:7,9	237:15 300:13	409:15		268:24 274:17

288:17,18	349:4 360:19	373:15,19,19	Members 193:11	mine 212:7
320:4 376:13	360:21 378:9	379:10 380:9	memo 243:9	minimum 217:13
411:25 415:24	380:20 382:2	380:17 387:15	mention 232:12	minus 376:17
make-up 304:13	market 252:23	388:14 391:3,8	273:5 420:20	minute 294:18
306:19,23	296:11 357:3	393:12,14	mentioned 231:23	362:3 378:12
307:14 308:11	395:18,21	395:11 410:19	260:24 266:1	384:14 403:6
323:5,12	marketplace	415:6,9 417:9	283:6 303:3	413:24 417:3
326:22 329:18	251:8,10 323:2	420:13	322:15 352:11	419:11
329:19 332:8	Master 196:3	maybe 203:24	363:2 366:18	minutes 257:2
336:7,16,22	349:9 351:19	214:10 271:19	mentioning 283:9	330:8
338:5	413:7 420:20	280:6 289:4,4	mentions 236:17	mischaracterizes
making 228:2	Master's 352:13	303:14 328:10	mere 415:21	264:19
238:10 283:1	match 373:21	328:11 367:20	merely 235:2,15	mishmash 272:21
288:16 320:12	matching 259:16	372:14 391:25	237:3,6 244:24	Miss 199:6,10
342:1	259:17 323:12	418:19	300:20 302:15	262:25 265:8
management	408:25	McKinney 351:17	322:13 328:8	269:11 270:12
352:17 357:7	material 290:1	352:11 354:17	345:23	283:22 294:12
384:24 385:5	350:3 404:4	McKinny 351:17	merits 237:5,9	296:17 297:15
385:18	materials 350:12	MDF 411:17	met 271:19	299:19,21
manager 298:7	mathematical	mean 202:15	method 212:9	302:24 330:13
323:9,15	343:6,8	208:10 239:12	330:1 407:25	331:21 332:3
344:17,24	mathematics	239:12,19	methodology	337:24 339:4
mandatory 278:3	251:12	241:21 258:17	196:5 357:6	341:10 365:21
278:13	matrix 227:1,5	258:22 264:1	374:25 375:16	365:22 375:3
manipulate	227:15,22	276:7 278:11	414:7 415:25	380:9,23
365:19	matter 193:3	279:19 285:13	methods 206:15	394:23 401:4
manner 223:12	211:16 227:4	309:18 318:12	326:5,9,11	403:17,20,24
232:14 233:6	237:12 242:13	321:24 322:7	MFN 396:3,6	412:10 413:5
321:8 329:20	243:11 245:17	324:18 363:22	Michelle 193:12	413:18 419:18
Mansfield 315:20	268:12 271:18	369:1 373:19	Microsoft 345:4	420:4
316:16 387:10	278:14 282:24	381:13 390:18	345:5,6,8,9,14	missed 342:22
387:18 392:15	301:20 362:11	416:4,5,17	345:15,17,17	343:14
392:18,22,25	389:16 391:6	meaning 331:2	345:19 346:3	Missouri 344:9
393:20 394:8	391:15,19	meaningful 414:8	Microsoft's	mitigate 222:6
394:14	421:14 422:4	means 213:16	406:22	265:21,23
manual 281:7	matters 245:7	317:15 318:2	middle 392:16	mitigation 281:8
manufacturers	258:20	318:12 393:18	411:15	model 308:21
407:3	Matthew 194:3	406:8 416:7,7	Midwest 327:1	343:9,17
many 220:5 258:2	may 206:13	meant 320:10	might 209:16	344:25 345:2,7
301:25 321:4	208:17,17	measure 229:20	222:1 247:22	346:11,16,18
351:18 359:20	209:15,22	322:10	252:3 290:17	346:21,23,25
367:16 368:12	210:11 211:8	measured 201:14	292:16 293:25	347:1,9,21
368:17 371:12	211:20 215:20	201:16	300:18 304:18	349:21 350:1
415:8	218:9 225:3,8	measures 369:7	323:16 327:17	355:8,14,17,18
man-hour 204:16	231:10 236:13	mechanism 270:21	365:19 397:10	355:19,25
map 359:21	236:19,20	271:20	402:24 406:20	356:21,23,23
Maples 195:10,21	244:15,16,16	mechanisms	409:6,8 420:16	356:25 357:8
297:15 298:14	258:21 260:6	271:10 276:5	mile 368:14	357:10,14,16
298:19 316:5,8	266:16 267:5	media 206:7	380:6	357:19,23
336:6 338:22	273:21,22	213:23,24	million 248:14	358:7,13
March 210:22	275:8 276:11	mediation 202:3	248:14 249:18	359:14,18,23
271:18,19	279:22 284:24	202:14,19,24	249:20 262:21	360:2 369:15
272:8 274:19	290:16 294:5	203:2,7 215:21	289:16 361:17	371:8 372:7
mark 280:16	303:13,14	271:17,18	385:10	373:17,18,22
349:6 380:17	307:16,17	medical 289:8,11	millions 252:21	374:1,6,6,8,12
marked 198:6,11	312:1 330:7	344:23	mind 215:3	374:16,24
261:18 297:3	334:22 350:19	medium 409:2	240:23,24	375:16,20
298:9 305:17	350:19 361:21	meet 280:15,15	241:2,5 296:5	376:5,7 377:4
305:22 340:10	366:20 367:19	288:3 384:23	296:13 401:21	379:12,17,20
340:16,20,23	367:20,21		409:18	382:25 383:23

384:1,21	286:10 287:4,6	moves 376:20	needed 210:6	270:24 271:4
385:20 386:7,7	347:10 397:22	moving 231:8	216:7 278:8	273:17 275:4
387:14,15,16	month's 274:14	258:25 329:4	309:5 318:17	290:11 304:7
387:23 388:2,2	274:15	343:7 390:23	325:2 327:8,20	335:18 338:15
388:16,16	more 213:1	much 218:5	328:11,13	347:1 393:7,18
391:7 393:18	215:15 216:2	249:11,12	371:2 386:8	newer 393:21
397:5,8,10,12	222:11 231:13	251:7,9 259:11	needs 214:14	next 207:15
397:14,16	232:7,9 239:2	264:8 274:14	303:20 304:1	209:8 210:20
403:25 406:16	246:2 251:1	345:18,21	304:15 308:6	234:8 235:17
406:20 407:2	253:10,20	359:12 360:13	309:16 310:9	281:11 342:20
407:20,21	268:21 269:16	367:23 368:11	319:2 327:14	343:16 346:4
408:6 409:22	273:2 278:21	406:7	331:15 408:22	382:14 390:20
411:6,12	279:3,4 287:16	multiple 393:2	408:23	niche 395:18,21
modeled 379:4	293:4 294:1	must 301:20	negotiate 398:13	night 217:14
models 346:24	319:2,15 320:4	303:25 306:20	398:14	360:10
368:12 376:6	321:23 325:2	myself 316:8	negotiated 358:4	nine 413:11,13
376:22	327:8,14	337:6	358:8 389:7	420:15
model's 385:7	328:10 331:21	M&Ps 326:9	397:9,9 399:24	nods 326:15
modifications	343:20 349:22	M-c-K-i-n-n-e-y	negotiating	nominal 222:22
203:11	350:21 363:23	351:17	244:12 398:16	non 410:22,22
modified 202:22	366:7,7,8,9		negotiation	nonconfidential
modify 228:7	367:13,13		202:16 238:5	341:15
modifying 227:13	368:2,17,23,23		275:18 313:10	nondisputed
317:20,22	369:1 372:15		398:6	229:23
module 196:5,6	381:7,9 384:8		negotiations	None 198:22
347:20,25,25	389:21 390:15		202:11 246:16	nonetheless
348:16,17	395:2,16 398:7		313:11 358:3,6	328:12
349:23 371:16	398:10,12,19		396:15 397:25	nonpayment
371:22 375:16	406:12 408:19		398:2 400:1	229:12
378:18 382:2	409:4,12 415:8		neither 227:25	nonresidential
382:11	416:8		325:3 327:9	364:2,8,9
modules 347:21	morning 197:1,6		328:4	365:3,4,9,11
347:23,24	199:9,10		net 240:3 252:4	366:10,11
348:2,15	270:18,19		268:19 353:8	369:7
moment 216:4	272:10		network 308:20	non-cash 247:13
228:10 234:24	most 205:12,20		328:7 336:7	non-DSIs 329:19
285:16 294:6	219:19 232:13		350:10,11	non-HDSL 305:9
362:20 367:9	233:6 251:9		356:20,24	non-loop 350:3
394:9,12	257:25 265:23		359:8,22,25	normal 397:24
Monday 419:20	292:12 338:7		360:5 371:23	normally 203:3
money 254:22	345:11,15		372:1,23	Notary 422:9
259:18,20	346:19 363:16		373:21,22	notes 422:6
400:16	396:6 407:5		374:1 376:21	nothing 203:25
month 205:1	motion 197:8,10		384:5,11	224:1 237:5,8
231:16 232:8	296:15 338:21		405:19	272:2,16
232:10 250:5	412:20,21		networks 357:12	297:19 301:4
251:17 262:10	413:18 417:14		371:20	304:19 321:22
272:6,7 274:13	move 199:2		Nevada 299:9	337:23 365:17
290:2 351:6	219:23 299:18		355:14 356:10	421:14
monthly 222:2	314:18 316:7		356:11,14,17	notice 293:18
256:8 262:10	321:7 324:11		356:18,19	382:23 404:19
262:16 274:8	324:20 339:7		never 217:22	notify 354:8
408:5,7	340:1 344:1		218:23 236:1	notion 366:15
months 205:20	370:25 389:24		280:20 290:16	November 236:6
223:9,9,11	396:24 412:13		293:12 316:10	335:2 419:3,17
231:14,24,25	412:24 413:15		360:9	419:20 420:5
251:13,14	moved 338:23		new 199:18 200:2	nowhere 275:24
262:11,20	339:9 370:13		200:25 207:20	313:9 366:16
274:9,22 278:6	390:11		208:21 236:23	366:16
278:15,17			242:10 253:2	

number 207:13,16 207:21 220:6 224:10 237:1 240:24 241:1,4 244:8,9 245:1 245:20,25 258:10,13 261:7 284:21 284:21 285:6 285:24 292:19 311:6 313:8 314:1,1 321:5 341:22 342:4 347:11 349:14 359:9,11 364:13 372:25 391:18 406:10 412:14 415:22 415:23	339:12,13 365:13 366:14 377:17 394:18 413:1,23 416:17,25 objections 413:21,25 obligations 225:22 326:5 obviously 224:7 244:20 308:8 335:10 376:11 406:10 occasions 370:1 occurred 281:20 333:14 occurrence 293:13,22 October 193:15 197:2 222:23 222:24 235:25 236:5 263:23 264:1,2 304:23 335:3 422:4 OC3 415:20 odd 316:17 off 197:12 201:23 206:20 208:24 216:16 221:8 225:19 228:9,11 229:21 233:21 234:13 242:19 245:8 247:3 258:6 266:13 267:4,7 268:5 268:7,13 286:3 288:19 294:17 294:19 295:24 301:6 303:21 304:2 307:5,9 307:11,15 311:9,11 318:14 319:23 320:6,8 322:16 347:6 349:18 352:7 353:22 353:23 354:2,7 362:2,4 364:23 367:7 368:21 369:4 371:4 373:24 377:10 378:8,11,13 384:13 390:21 394:10 396:5 398:9 403:9 405:23 417:4 418:21,22 419:10,12,14 420:24	offered 332:11 358:5 393:24 394:3,5 offering 291:1 309:1 offers 401:11 office 359:24 360:3 367:21 368:25 369:3 369:16 371:21 371:23 375:23 404:14,20 405:21 offset 256:10,15 often 376:5 oftentimes 220:9 Oh 196:7 339:18 380:15 Ohio 193:1,6,13 193:14,23 194:4,7 198:18 298:14 326:25 327:3 341:14 355:3,5 357:5 357:9 361:6,17 362:10,13,14 362:16 364:13 364:22 366:1,2 366:6 368:19 380:11 383:6 386:11,17 388:18 397:25 409:7 416:2 422:10 Ohio's 364:1 371:9 385:20 Ohio/Embarq 367:2 okay 197:23 203:24 204:10 208:2 210:10 218:16 224:2,3 226:18 227:16 228:19 231:12 238:9 239:6,18 251:11 257:22 266:24 267:4,8 267:15 269:19 286:2 295:22 302:22 305:25 306:3 310:25 311:16 317:10 318:9,11 320:20 332:15 337:23 339:15 340:14 343:11 344:4 352:2 354:22 361:4 362:6 363:7,24 374:20 376:10	380:16 382:1 385:16 387:21 389:2 390:15 392:9 396:24 399:12,22 400:14 401:8 403:3,9 407:24 410:8 411:1 412:6,19 OKEY 193:22 old 271:4 346:21 348:7 omitting 265:1 once 320:6,7 331:10 351:9 351:10 376:15 387:25 408:5 one 202:3,17 206:15 207:21 208:20 210:14 210:19 213:3 215:24 216:2 222:15,16 223:7 224:10 231:14 232:4,8 232:10 241:15 241:15 244:25 247:12 248:8 252:2,17 263:24 264:22 266:14 268:3 268:10,11 275:3,3 276:25 278:24 280:12 280:14,15 283:13 285:16 286:5,9,14 287:7,15,17 290:4 292:13 294:22 295:10 302:25 305:17 312:13 315:22 318:17,17 319:2,5,5,12 322:22 324:6 331:15 338:1 338:15 342:9 345:20 347:15 350:11,21 356:13 359:22 367:20 368:10 368:22 388:4,4 390:10,19,25 395:3,22 396:3 399:13 403:6 404:9 407:4,7 407:13,18,21 414:7 416:8,19 416:20 421:7	ones 289:9,10 420:17 one's 280:12 289:1 one-time 410:22 ongoing 335:21 only 213:21 229:4,16 238:11 244:15 263:15,17 264:13,20 284:10 285:5 286:5 311:23 312:3,13,13 315:5 318:17 321:12 322:15 329:12 350:8 359:10,15 362:12 367:19 367:20,20 375:20 378:3 384:9 388:22 391:4 392:12 392:25 394:16 398:21 400:15 401:16 406:8 407:4 410:24 415:2,4 onto 234:10 235:16 open 357:9 opens 345:24 346:4 operate 277:10 289:5 operates 269:22 282:5 operating 196:4 201:4 242:6 278:1,10 280:9 301:12 333:25 361:1 operation 277:2 operational 200:19 277:9 operations 260:21 268:23 384:22 operator 252:19 opinion 222:8 249:7 291:1 293:4 301:7,9 312:5 319:25 328:9 opportunity 309:21 311:13 336:14 357:22 360:14 365:20 385:11 395:17 398:24
numbered 340:4 numbers 211:22 251:25 252:3 265:22 282:24 293:6 352:18 361:25 369:24 376:21,23 377:1,3 381:2 numeric 207:16 numerical 379:19 379:24 385:1 numerous 214:25 233:25 234:1 252:19 273:10 nutshell 265:14	O object 197:10 218:3 246:13 288:5 290:25 300:17 311:20 318:25 321:13 324:4 364:11 366:19 391:24 395:24 396:7 396:20 400:22 401:24 414:4 416:4 objecting 264:18 objection 208:14 209:1,18 223:15 224:21 227:14 236:11 244:10 246:10 264:14 288:15 290:15 294:10 296:20 314:8 314:16 318:20 319:21 325:8 338:25 339:1			

opposed 200:16 281:23 295:8 337:16	274:4 277:12 277:20 279:8 282:14 285:17	233:20 273:6 346:2 357:20 377:6 417:25	owned 267:5 ownership 268:22	Panel 193:11 269:10 283:21 300:11,18,21
opposite 308:14	286:5 287:10	outputs 357:25	P	301:13 329:17
optical 370:23	290:14 292:9	outside 236:21	package 227:23	332:2 337:2
option 241:21,21 247:9 336:17	294:22 295:10 295:20 296:5	269:22 305:8 359:15 361:17	page 195:3	403:16 412:8
optional 306:19	299:11 302:16	outstanding	199:13 205:22	paper 206:7,22
Options 193:4 194:5	310:10 318:22 328:17 337:19	260:8 262:21 263:17 418:13	212:6 226:11	216:22 307:16
order 201:6	340:13 344:18	over 199:12	226:16,17,18	417:25
208:18 216:13	347:17,25	204:17 217:2	230:19,20	papers 418:4
239:2 251:15	348:16 353:7	232:23,25	231:8 232:12	paragraph 313:7
251:16 253:8	356:4 363:10	243:18 247:7	233:5,23,24	314:4,5,5,15
261:12 262:22	376:1,6 399:3	248:9 255:7	234:1 237:25	315:2,7 320:3
304:2,16 306:7	407:13,13	259:9 271:5	238:2 239:6	320:4 342:18
306:24 307:20	409:17 412:7	272:3 277:4	241:6 242:22	342:20 343:2
308:12 309:14	414:5 417:12	285:17 289:17	247:5 257:13	343:15 355:3
310:7,18 311:1	417:18,19	292:17 293:7	269:15 272:24	379:4,7 382:14
311:21,25	others 303:14	308:13 317:17	274:6 275:6,16	382:15,16,20
312:4,12,14,17	342:8	329:22 334:13	275:16 279:10	paragraphs
312:19 314:5	otherwise 296:19	338:6 346:3,9	279:14 284:6	320:16
314:17 321:5	400:18	346:9 370:5,13	284:13 296:1	parameter 239:20
323:1 328:19	ought 225:18	371:11 375:23	298:21,21,22	parcel 253:15
328:24 335:23	261:10 280:10	405:18 411:15	298:24 299:1,2	374:18
336:14,22	281:2 360:13	417:10	299:5,6 300:1	pardon 205:14
358:11 359:21	out 205:11	overall 405:16	300:10 301:18	230:15 269:4
384:5,23	207:15,20	overcome 272:2	303:6 310:14	312:7 315:25
385:12,14,15	209:8 213:6	overdue 291:16	310:16,16,19	331:23 379:1
385:17 388:1	215:6 217:11	Overland 298:6	310:19 313:6	379:22 381:24
392:14,24	217:24 218:24	overly 320:2	317:1,7 324:22	399:16
402:19 404:3	239:9,14,17,22	overnight 257:23	329:4 336:5	parity 309:2
ordered 301:11	239:23 240:8	258:6,8 418:16	341:22 342:2	Park 298:6
304:13,24	240:20 245:18	overrecovered	342:17,20	part 211:7
305:3 307:2	264:16 275:24	329:18	343:1,4,16,18	227:17,22
308:2,9,10	280:10,21,22	override 208:25	344:8 353:14	246:16 253:15
309:9 317:18	282:24 289:17	oversight 337:16	354:22 355:1	261:8 263:15
329:25 336:14	301:2 308:8	337:18	358:16,18	263:17 273:4,5
386:7 387:5	314:21,24	overstated	371:6 374:3	293:20 333:1,2
406:7	316:4,13,23	385:21	375:7,21	335:11 336:11
orders 262:8	319:4 320:8	owe 260:6	378:23 379:2,3	343:13 345:7
270:24 271:4,4	323:11 336:20	owed 246:2,9	379:8 382:12	347:21 352:18
303:17 304:7	337:20 348:19	259:24 263:16	382:12,16,20	353:23 354:3
307:12 323:8	351:4 358:7	265:2,4,13	384:19 386:14	374:15,17
386:12 392:21	359:24 360:3,4	owes 230:25	399:2,9,11,15	379:6 400:23
original 384:8	367:21 369:16	250:4 251:16	400:3 402:12	411:7,12
422:5	369:20,21	259:18,20	404:11 405:10	413:22 420:11
originally 202:2	372:2,2,6	264:22	411:15 421:7	421:3,5,11
202:12,21	374:22 375:24	owing 263:5	pages 199:12	partial 379:4,7
OSS 336:11	376:16,21	own 214:6 280:13	238:3 284:7	participate
other 213:22,24	390:9 404:13	281:20 287:18	311:22	260:13 273:18
214:10,13	405:12 406:4	287:19 298:16	paginated 212:8	participates
221:5,9 222:1	406:19 407:9	306:6,11,15	paid 222:24	273:15
222:16 230:7	407:19 414:17	308:25 309:1	230:10 235:3	particular
237:8 239:24	416:4,18	322:9 324:14	250:6 282:19	229:17 245:16
244:1,16 248:9	418:16 419:9	326:7 340:2	352:20	273:1 276:5,20
249:11 252:3	outer 257:17	349:6 355:3	pairs 342:19,20	276:22 286:16
253:6 254:12	outliers 293:11	358:3 400:18	342:21 343:16	287:22 288:14
256:5,22	output 207:11,12	402:4 408:4	382:18,21	290:19 304:15
264:22 271:14	213:4 232:24		Pam 305:21 323:8	307:8 308:11
			326:19 339:8	309:12,22,25
				311:1 313:11

317:17 318:2	394:17	289:21,21	personally 352:5	please 197:5
319:14 323:6	payable 280:12	305:2 306:5,6	personnel 204:12	198:4 202:7
342:22 350:4	288:7	306:10 341:23	236:5	209:1 210:2
351:6 352:21	payables 280:10	342:5,5 345:20	persons 341:6	214:4 218:1
376:1 378:4	paying 222:3	364:1,7,8,10	perspective	235:8 257:6
388:15,20	234:12,15	365:2,4,5,9,10	301:24,25	268:10 274:7
390:8,9,24	240:11 255:18	371:25 372:24	363:19 404:6	293:19 297:8
406:23,25	278:14 279:24	376:15,16,17	per-line 358:22	297:22,25
particularly	280:18 281:20	376:17,17,18	petition 193:3	326:3 327:10
281:3 286:9	282:1 293:16	376:18,19	238:3 284:7,8	330:12 334:25
parties 244:5,12	328:5 336:16	377:14 380:4,5	284:17,17,20	341:7,24 342:1
244:13,14,16	370:8 393:20	380:6,7,7,8,8	284:24 285:11	378:23 383:4
245:2 246:4,7	393:21,23	381:18,18	286:1	401:20 410:9
246:14	394:3 395:16	383:2,5,16	ph 407:4	pleased 277:21
partnering 323:2	payment 200:22	384:3,12 385:2	phone 357:9	plugging 411:17
partners 267:6	202:20 203:1,2	385:5,10,21	photocopy 414:24	plus 259:25
302:2	218:18 219:17	408:12	phrase 236:17	368:16
partnership	220:2,4,20	percentage	300:14	point 202:9
321:7	225:22 226:6	282:21,25	phrased 219:13	205:19 211:2
parts 287:10	230:11 231:4	283:2 308:1	physical 402:1	217:1 229:3
385:14	238:6,12,19,21	343:4	physically 308:8	239:1 255:14
party 253:6	239:3 245:22	percentages	picayune 277:7	281:1 284:25
264:22 283:19	245:24 262:11	375:10 380:13	pick 319:4 323:8	289:15 290:22
290:14 325:3	272:19 274:2	perfectly 245:4	359:19 411:6	293:15 302:12
327:9 328:4	275:14,19,23	perform 326:19	412:2	302:13 310:6
pass 309:25	275:24 277:11	performed 326:24	picked 389:17	311:24 312:17
passage 230:22	278:5,17 283:9	328:13 352:12	picking 368:7	313:10 315:3,3
passed 287:5	284:17 285:19	performing 308:5	picks 411:8	327:20 339:7
past 202:9	285:21,23	323:10 328:6	pictorial 405:18	359:2 368:20
222:13,14,25	286:12 287:18	perhaps 234:9,16	piece 275:25	369:24 372:5
223:10 243:25	287:20,21	246:2 251:9	276:24 304:15	396:23 397:14
259:8 263:8,11	288:2,12 289:6	259:8 265:21	307:15 370:22	399:6 405:13
263:19,20,21	290:11,24	265:23 277:4	378:4 406:3	405:14 411:5,8
277:6,13	291:17 292:12	325:12 328:19	place 217:7	411:10,18,24
280:22 289:17	payments 220:9	365:14,15	237:19,24	414:22 417:11
293:8,15 340:4	220:12 221:19	378:3	254:9 280:2,9	418:2
372:4 407:18	221:24 250:4	period 202:6,13	303:20 309:13	pointed 245:18
path 309:11,13	251:14,15	202:20 203:3	312:18 328:7	points 213:4
309:16 369:19	270:22 283:1	217:12,24	346:17 347:9	239:25 401:6
patients 289:9	283:11 287:22	218:18 220:16	350:20 358:4	policy 220:15,23
pay 202:4 217:21	291:16	220:20 223:9	369:14,23	236:8 252:8,10
217:23 218:17	payout 245:19	223:10 224:15	370:3 376:5,13	252:11,15
219:21 222:2	pays 240:2,3	226:13 235:20	396:16 405:5	261:24 305:1
223:8 224:14	282:3 283:14	235:25 243:18	407:12 408:22	334:3,6 337:16
234:3,7 235:4	PDF 214:17	254:14,14	409:21,23	337:19
239:8,13,16,18	215:12,17,23	261:17,20,25	placed 215:17	pondering 414:2
240:15,19	216:2,7	263:20 272:15	305:18 309:17	population
243:17 267:24	peg 272:7	276:3,4 281:19	placement 384:9	303:24
278:11,20	Penetration	286:10,14	places 216:25	portion 195:15
279:13,20	383:15	287:21,23	317:2 368:19	226:20,25
280:11 282:6	people 290:24	291:23 295:6,6	371:20 374:9	229:11,13,16
282:10,12,22	347:11,14	334:5 403:24	plan 309:23	229:19,23
282:25 283:5	398:17	418:3	344:16 391:9	230:3 259:19
284:10,22	per 231:16 380:6	periods 203:1	391:10 395:13	259:21 260:2,4
285:5,8 286:10	382:18,21	220:20 221:2	395:16 396:11	280:17 306:10
289:13,14	383:1,23	221:13 404:1	plant 307:19	313:25 314:19
290:10 293:5	406:11	person 322:15	359:15 373:5	345:18,22
293:19,20	perceive 262:3	346:8 395:7	384:8	351:16 375:25
304:23 307:6	percent 224:16	400:14 409:8	plants 372:12	portions 226:22
357:9 394:15	282:18,22,23			228:22,23,25

229:4 259:7 419:21 ports 406:10 position 217:20 220:18 226:12 229:6 234:18 234:25 235:1,5 235:11,14,15 235:16 251:3 254:21 258:13 258:15,18,22 301:2,3,19 positive 415:6 possibilities 240:2 possibility 244:25 252:6 372:16 possible 206:9 215:22 247:25 249:4 303:18 304:18 308:7 359:21 360:13 372:4 373:13 373:22 389:8 possibly 323:16 posted 248:16 potential 253:11 potentially 315:10 378:1 practice 397:24 practices 234:2 270:2 precipitated 334:2,17,19 preclude 214:13 predecessor 235:22 244:22 245:23 253:20 346:24 predicated 271:22 prefiled 198:14 272:25 275:7 279:15 281:18 340:7 399:10 418:9 premise 204:14 225:3 233:20 prepare 415:3 prepared 341:16 preparing 233:14 present 258:11 278:9 presented 213:6 346:25 349:12 355:9 358:2 374:13 president 410:15 410:16	pressed 224:16 pretty 240:4,5,5 360:8 prevent 321:25 previous 210:17 274:9 275:20 previously 260:25 299:8 342:13 price 196:3 300:12 315:20 316:3,5 329:7 329:18,22 348:17 349:9 349:11 350:24 351:3,8,10,19 352:4,6 353:16 357:18,19 358:2 393:14 394:13 400:16 406:13 413:7 420:21 prices 350:18,19 352:6,16,19,20 353:8 392:4 393:2 400:10 400:11,11 pricing 350:13 350:15,16 351:4 352:4 353:7,18 386:22 primary 347:14 363:20 principle 253:4 264:6 386:10 print 351:23 418:16 prior 202:10 217:4,8,17 233:12 241:10 246:17 274:15 287:6 344:12 387:15,23 391:5 private 251:9 364:3 probably 214:9 240:4,4,5,6,7 261:12 277:3 probationary 295:5 problem 277:7,8 277:8 364:14 369:23 370:1 399:19 407:10 problems 296:6 417:10 procedure 205:1 288:2	procedures 226:24 287:18 287:20 326:6 326:10,11 proceed 228:17 326:3 367:5 392:6 proceeding 220:8 220:10 260:14 303:1 353:22 353:24 354:7 355:9 357:9 362:12 365:14 365:14 385:22 385:23 386:1,2 386:9 proceedings 193:9 244:5,20 354:5 356:23 422:3 process 201:9 203:19 216:25 222:5 281:1 288:12 290:9 290:10 309:20 346:4,7,9 358:1 371:22 398:1,7,8,21 processes 280:8 280:12 288:25 352:25 407:8 processing 270:24 345:7,8 355:25 407:23 produce 268:25 produced 414:23 product 384:24 385:5,18 394:17 395:23 products 389:14 389:14 393:1 400:19,20 401:11,17 402:25 Professional 422:9 proffer 349:16 profile 250:15 250:22 252:23 268:11 282:17 282:18 profits 268:23 268:25 program 208:5 210:6,7,13,14 211:10,13,19 211:20,21 353:18 programmer 207:24 208:5,9	208:11,17 209:16 211:6 211:13 programming 275:25 346:10 programs 212:24 progress 228:15 progressed 386:5 progresses 292:20 prompted 402:5 promptly 282:11 Proof 243:4,7 246:22 proper 224:23 236:18 237:10 245:4 319:3 394:24 properly 362:22 416:23 property 327:3 409:7 proportions 260:17 proposal 203:17 228:2 386:22 392:10 393:7 397:21 proposals 201:7 391:6 propose 298:20 proposed 200:2 201:1,13,18,21 201:24 202:21 203:4,16 223:13 224:19 227:2,11,25 228:3,8 254:9 256:14 276:2 277:23 278:2 278:12 279:7 300:24 301:15 301:20 302:7 302:16,25 303:4 315:20 316:21 317:3 319:5 320:17 321:17 329:5,9 332:9,23 389:3 393:22 394:6 395:3 397:22 397:23 408:1 proposes 392:11 proposing 262:18 276:19 279:7 295:17 332:7 394:25 proposition 302:1	proprietary 214:8 353:21 354:8,14,14,16 369:9 418:2 420:22 Protective 388:1 protocol 206:14 206:24 207:3 211:17 212:15 212:16,19,25 213:21,24 214:6,6,8,13 214:15,18 215:2,7,18 216:24 232:14 233:10 provide 212:2 213:24 236:20 255:3,3 299:5 307:3 324:25 327:14 328:18 333:12 335:13 354:4 366:23 410:11 418:7 419:6,19 provided 213:16 231:6 274:13 320:17 342:14 353:16 362:13 364:22 387:15 387:23 419:23 provider 230:9 313:22 providers 313:23 provides 213:9 218:5,6,9 325:4,5,7,23 325:24 providing 271:23 325:2,6 327:8 provision 199:16 204:23 227:2 230:6 241:19 241:20 281:24 320:22 322:8 323:20 324:24 325:9 404:13 provisioned 306:18,20 318:24 320:6 326:21 provisioning 326:8 404:8 provisions 226:21 227:25 240:16 public 193:1,12 242:14 251:23 267:6 297:18 340:3,8 416:18
---	---	--	---	---

416:24 418:1	354:15 391:16	395:5,7,11,15	338:10,11	260:11 266:15
419:22 420:12	407:19 409:1	396:7 401:3,20	341:7 386:16	268:8 323:21
421:3,5,11,15	416:6	401:23 402:2	386:21 387:1,5	342:5,19
422:10	p.m.421:17	410:8 411:1	387:12,19	343:16 362:5
publicly 251:6	<hr/>	questionable	388:4,7,12,19	381:1 385:11
251:21 259:10	Q	278:21	388:21,22,24	385:15 401:23
260:25 264:7	qualified 395:11	questioning	389:3,6,8,10	reader 216:19
265:17 266:4,6	396:10,12	264:5 322:6	389:15,18,21	reading 230:14
266:9,16,19,22	quality 290:13	331:25 391:12	390:7,9,10,17	230:16 311:16
266:25 267:3	290:18	395:25	390:24 391:1,3	324:7 380:10
267:15,18,25	quantitative	questions 198:24	391:7,12,13,17	401:21
268:15,17	259:2	201:8 219:1	391:22,24	reads 303:12
public's 418:3	quantity 274:24	224:7 237:1,3	392:4,7,11,25	342:18,21
publish 273:25	400:15	237:8 256:17	393:4,13,14,15	382:17
273:25	queried 211:5	256:23 257:7	393:18,22	ready 228:13
PUCO 196:9	question 200:13	257:11 258:10	394:9 395:2,22	358:14
269:16 314:2	204:11 208:21	258:14 262:24	395:23 397:20	real 416:25
416:15	208:23 210:2	264:25 269:9	398:5 405:5	reality 218:4
pulled 361:12	218:1,2,3,12	269:10,11	407:24 409:10	379:6
pulling 414:17	218:14 219:8,9	270:11,12,14	409:15	realize 359:4
purchased 400:15	219:12 220:22	277:1,19,20	rated 261:1	realized 389:25
purchaser 320:20	221:21 223:16	282:15 283:20	rates 193:4	really 202:25
320:21,25	223:22,25	283:20,23	248:2 249:9	213:5 235:15
purchasing 252:9	224:11,23	287:17 291:9,9	300:6 316:10	264:5 265:19
320:25 323:3	225:6 226:4	291:21 294:6,7	332:10,12,25	268:12 274:22
pure 290:20,22	227:18,19	294:7,8 299:14	333:2 338:17	310:9 319:7
290:23	228:17 229:9	325:17 330:4	348:19 352:22	359:22 391:14
purely 384:22	235:9,17 237:3	331:22 332:16	355:2,18,19,22	401:5 417:6
purposes 198:7	237:16,18,22	333:3,4 337:1	355:24 356:1,4	realm 269:23
199:25 200:6,7	238:1 240:12	337:5 343:22	356:5 357:1,2	reask 362:8
204:11 213:14	241:2,13,15	345:1 366:4,22	358:4,7,8,15	reason 200:1
245:21 250:3	244:16 245:4	383:11 388:8	370:2,7 385:13	209:14 220:15
275:13 297:4	245:10 246:11	403:4,18,19	387:17 388:4	220:25 221:1,5
340:17 360:22	246:13,17,19	412:5,6,7	391:4 392:15	237:14 240:12
361:21 362:12	250:3 252:8	quicken	393:8,19 394:1	252:16 269:25
378:10 380:21	254:4 255:13	292:19	394:2,3,25	274:23 277:10
385:21 393:14	264:16,19,24	quickly 239:23	395:8 396:1,16	278:10,19,23
406:18 416:16	265:9 266:15	282:7 383:12	397:3,9,12	278:24,24
pursuant 193:6	268:4,8 281:9	420:22	398:13 401:16	327:12 336:12
353:6	281:12 282:12	quite 248:22	402:21 405:8	370:6 371:24
pursue 291:5	282:15 283:5	279:16,20	rather 208:12	402:10,11
309:22	284:12 286:6,6	357:14	226:22 227:11	reasonable
pursuing 246:23	288:9,9 291:6	quote 232:13	239:2,22	210:15 246:1
334:3	293:24 294:23	300:15	300:10 302:10	319:15 323:7
push 217:24	295:10 299:5	quoted 313:3	318:19 343:7	410:10,11,13
pushes 218:24	301:1,4,5,9	<hr/>	375:13 391:9	410:21,22
put 214:17	302:10 303:7	R	406:6	reasonably 239:9
219:14 249:11	310:21 312:11	R 193:11 194:6	rating 261:3	239:16
249:12 251:25	312:24 316:14	raise 197:24	ratio 260:17	reasoning 313:15
302:3 322:3,4	316:15 317:7	275:8 297:7	rationale 231:3	reasons 223:16
322:5,12 324:6	319:19,20	raised 294:13,13	250:6,9,13	236:11 244:10
359:21 361:6	327:5,6 332:3	417:11	311:23 315:4	255:5 259:2,13
365:18 367:8	332:18 338:4	range 317:21	rationales 312:6	265:14 278:7
369:25 370:23	347:5 348:11	331:7 361:18	reach 313:7	280:16 366:19
386:7 407:2,10	350:15 356:22	381:17	372:8 373:13	373:3,4
408:10 416:15	360:12 361:21	ratchet 277:7	read 207:25	recall 243:2
puts 201:10	362:5,8 363:8	rate 248:7	208:12 212:8	262:1 281:21
331:2 397:11	370:18 377:24	289:18,24	216:18 218:2	291:24 294:3
putting 210:20	394:22,25	316:16 338:4,6	232:1 233:20	313:22 330:24
262:8 285:1			235:8,9 260:9	337:13 412:20

receipt 217:6	204:3 263:10	recurring 274:8	reflect 383:22	removed 304:16
219:21 271:9	356:7 415:8	274:9 371:12	reflected 362:9	304:17,20
271:21,22	reconstructing	408:5	377:6	305:7,10,12
272:12,12	384:8	REC'D 195:18	reflects 415:13	306:11,14
285:25 291:22	record 197:5	196:1	regard 270:4,8	307:7,11
receivable	201:23 203:25	redacted 341:22	404:8	308:18 309:16
263:11,12	206:20 208:24	341:23 342:5,5	regarding 257:12	327:14,16
receivables	216:16 221:8	342:20,21,22	260:17 261:7	331:7,17
280:24	225:19 227:22	343:16,17	261:23 291:21	410:24
receive 206:10	228:10,11	382:18,25	292:6 293:24	removing 321:4,5
206:13,17,21	233:21 234:13	384:2,3 385:5	311:24 325:11	321:12 327:25
206:22,23	242:14,19,24	385:10,10	regardless 223:1	328:23
207:4 215:23	245:8 247:3	411:19,20	350:25 388:25	render 273:8
217:17 219:17	257:6 265:6	redirect 195:5,8	regards 406:15	rendered 203:18
232:13 233:5	266:13 268:6,7	195:12,14,16	407:24	224:15 230:10
233:15 280:19	268:13 286:3	257:7,9 265:1	Registered 422:9	231:1,2,14
292:9,21	288:19 294:18	291:13 294:14	regular 214:15	236:2 288:4
293:14 335:23	294:19 295:24	294:15 330:6	222:12	289:15
418:6	297:6,18 301:6	330:12,15,17	regulation	renders 256:8
received 200:23	310:11 311:9	337:9 340:18	301:21 310:22	rendition 231:3
213:8 218:7	311:11 313:15	371:3 403:5,13	regulatory	repeat 210:1
262:11 290:17	313:17 314:12	403:14	254:13 299:7,9	218:1 219:9
291:17 388:15	315:12 319:23	reduce 221:14	330:3	221:21 244:17
391:8,8	322:16 330:11	295:4	rejected 358:8	284:12 341:24
receives 207:3	341:3 347:6	reduced 372:25	394:4	401:20
217:5 218:10	349:16 352:7	reducing 220:16	relate 374:5	repeated 315:14
221:18,23	362:3,4 364:23	221:1	Related 193:5	repeatedly 346:8
239:4 251:23	367:7 368:21	reduction 371:14	relates 324:23	repeater 305:14
279:17 290:2	369:4 371:4	Reexamination	relationship	repeaters 305:10
receiving 205:17	373:24 377:10	195:9,9,17	235:20 237:13	305:12 306:12
206:15 216:1	378:8,12,13,15	295:1,12	254:10 255:8	306:13,17,21
233:10 255:23	381:2,8 384:14	403:22	262:4,5 270:7	rephrase 288:1
255:24 288:14	384:17 387:22	refer 211:21	271:6 312:14	302:11
293:8 294:2	390:21 394:10	213:8 226:21	relationships	replace 418:8
328:12 419:9	396:5 398:9	257:15 358:23	225:14	reply 316:14
recent 259:24	403:10,12	358:25 375:21	relative 260:7	report 196:4
350:21 356:11	416:24 417:4	382:11 383:10	260:17 270:21	360:25 361:1,7
389:4	417:20,25	reference 212:3	333:13	361:12,21,22
recently 389:4	418:1,21,22,24	242:21 243:17	released 419:21	361:23,24
391:21	419:10,12,14	269:16 272:25	relevant 244:15	362:14,15,25
Recess 228:12	419:14,22	310:17 313:5	310:22 325:12	363:3 364:7
257:4 330:10	420:9,12,24	314:9 379:18	325:14 366:8,9	365:15,18,25
384:16 403:11	421:3,5,11,15	referenced	relied 315:2	366:1,23 367:2
reciprocal	records 246:9	399:13 419:25	relies 345:6	367:3 383:17
225:22,25	309:6,10,15,19	references	rely 311:24	414:6,13,14
226:5,7 250:10	310:4 416:18	206:12	315:2,15	415:11
250:14 251:5	recover 300:3	referred 257:16	320:24 321:1	reported 315:13
252:15 256:5	recovered 300:7	285:23 354:23	remaining 385:4	414:16 415:14
259:1 265:15	300:8 301:14	375:4 388:14	remains 324:18	reporter 198:11
267:24 281:13	recovering	referring 231:19	Remand 310:18	342:14 418:6
281:24	300:12	231:21 232:15	reminded 197:7	419:6,20 422:9
recognize 349:11	recovery 329:8	233:8 313:25	removal 305:14	reporting 361:9
378:21	recross 294:15	314:15 329:10	308:24 321:15	361:10 362:15
recognized	294:15	338:14 354:25	remove 306:21	415:16
292:17	Recross-Exami...	362:12	307:3 317:16	reports 361:5
recognizes 384:3	195:6,8,14,16	refers 200:2	318:17,22	414:17 416:10
recognizing	263:3 284:2	212:16 223:16	321:16 322:22	416:14
409:16	338:2 344:5	231:9 257:19	322:24 327:14	represent 350:24
recollection	recurrent 408:7	284:16	331:15	411:22
203:13,23				

representative 305:23	283:16 284:6 285:15,18	353:10	398:17	327:7 332:12
represented 330:21 350:13 351:19 419:23	286:23 292:3,7 325:17 333:23 347:20 415:16 417:5,12,17 418:5,24 419:15,22,24	reviewing 419:17 revoked 271:3 re-rendition 232:5 Richard 347:18 ride 323:10 right 197:19,24 199:22 203:10 203:17 204:10 205:9 209:17 217:10 219:8 219:11,14 231:8 235:18 241:17 242:11 245:25 253:14 254:3 271:1 276:16 277:14 278:4 284:1 287:3 289:5 291:8 297:8,14 300:3 307:7 308:25 310:25 314:3 316:4 321:5 326:16 328:22 333:13 337:8 338:19 340:14 360:17 363:24 364:17 365:16,21 367:10 369:22 375:15 383:19 386:17 388:23 393:3 394:9 402:23 403:3 411:15 412:3 413:10 416:13	roughly 222:24 Rousselot 347:18 route 372:7 373:8,12 routed 373:1 routes 313:24 316:23 377:13 377:13 routine 376:7 407:17 routinely 353:22 routines 407:15 row 346:1 rule 244:11 322:9 329:21 rules 254:19 301:15 302:1 355:1,2,4,6 384:21 389:25 408:21 409:1 415:15 416:19 ruling 310:18 364:19 run 217:24 274:19 327:4,6 410:18,20 running 321:2 328:5 rural 367:17,22 368:19 Russell 193:11 195:6,12 269:11,12,14 332:3,4,6 403:17,18 R-o-u-s-s-e-l... 347:18	341:15 343:22 343:23 346:4,9 349:4 356:25 357:1,2,6,8,8 359:4,6,9 369:14 380:13 380:13,24 387:2,12,15,18 388:12,18,24 389:5,9,15,17 389:21 390:17 391:3 393:3,13 393:14,24 394:2,3,17 395:23 397:17 405:10,19 406:1 414:6 Sandra 351:16,17 352:11 354:17 satisfied 418:3 save 227:24 351:20 380:14 381:1 403:7 saw 263:24 289:25 saying 219:6 224:6 246:15 250:18,22,25 251:12,20 263:8,9 285:4 293:11,12 294:16 295:8 300:20 301:3 308:16 318:1 328:8 356:5 358:21 374:17 377:4,19 390:1 says 198:3 203:4 205:22 217:21 218:11,17 297:11 300:25 301:13,25 305:20 306:8 313:9,11 314:17,17 315:3 324:8,8 324:24 325:3 325:23 326:4 328:4 331:5 362:9 364:20 364:20 365:2 366:24 373:10 378:18 379:4 382:15,20,24 400:6 401:19 401:25 402:9 415:23 SBC 313:13 368:16 377:3
request 250:7,7 256:6 278:4 354:11 418:6 requested 215:16 215:19 220:12 254:14 295:5 384:7 402:14 requesting 252:12 256:11 283:15 require 259:4 281:16 303:14 303:14 305:2 307:22,23 353:20 372:9 384:21 required 205:7 248:4 278:16 282:19 286:25 304:11,23 306:22 310:10 414:13 requirement 274:2 309:2 384:23 requirements 320:7 361:9,10 402:15 404:8 requires 215:7 249:19 281:24 306:5,6 371:18 408:15 residential 262:1,5,9 359:15 363:22 367:14 368:3 382:21 383:15 384:10 415:17 resisted 317:5 resources 259:12 289:11 respect 206:5,6 219:25 225:22 225:25 226:12 228:1 229:6 234:19 236:8 236:20 241:2 242:4 251:11 261:24 262:6 271:10,12 272:23 275:8 275:11,25 276:2,20	respond 288:21 395:11 396:11 400:25 414:10 responded 370:17 response 225:11 226:3 249:3 273:1 284:4 287:17 312:8 responsibilities 347:19,22 responsibility 348:1 responsive 217:9 241:12 356:22 rest 229:23 408:13 restate 218:14 224:6,11 restating 235:15 result 202:23 203:10 243:11 268:23 313:8 348:18 355:20 355:24 359:7 resulting 252:21 356:1 results 203:8 212:9 260:21 343:10 346:2 358:15 407:20 resume 228:13 341:2 retail 326:7 336:2 retroactively 335:5 return 261:24 262:7 382:1 returned 254:15 revalidate 274:23 reveals 313:17 revenue 308:23 313:20 335:22 reverse 340:10 review 204:12 310:18,25 311:3,25 353:2 398:24 419:10 419:15 reviewed 227:1,5 311:15 316:22	rights 214:7 325:11,11 risk 221:14,20 221:25 222:1,7 250:20 252:24 253:1 265:18 265:20,24 267:19,21 268:12 269:6 risks 259:16 road 371:20,22 roads 372:4 Robbin 193:11 robust 345:12 roll 207:20 rolling 207:15 rolls 262:17,19 room 193:13 207:22 208:6 216:5,9 224:8 341:6 362:18	S S 193:10 sales 384:24 385:5,18 Sally 194:2 same 198:23,25 199:25 200:6 206:3 209:10 209:11 214:15 221:25 223:12 231:3 243:16 252:11 256:7 259:16 269:7 274:18 275:16 299:16 302:8 302:18 310:3 313:12 321:19 325:4,6,23 326:12,14,17 326:19,20	

385:13,23,23	271:25 279:10	375:13,15	410:18	246:9 361:25
386:7	281:11,23	379:7 382:24	serving 359:11	364:12 365:19
SBC's 376:21	303:25 304:11	separate 336:4,9	406:4	383:25 406:21
386:7,12	304:14,15	336:12,13	Session 197:1	showed 311:4
scale 268:24	307:1 311:25	separately	set 205:5 206:8	351:23
359:5 363:14	317:7,20,22	335:15 390:5	287:18,19	showing 407:1
369:12 370:11	323:11 326:11	September 222:21	288:2,7 290:24	shown 217:8
370:19,21	326:20,22	sequence 201:6	301:2 319:4	299:16 414:19
schedule 421:12	336:19 353:5	242:25	328:20 343:22	415:22
scope 236:21	362:24 363:1	serve 310:2	358:3 383:1	shows 228:3,3
screen 351:24	367:5,23	335:24 395:18	384:2	361:17 417:1
407:22	372:19 375:12	395:19 404:14	sets 273:17	sic 243:22
sealed 419:17,21	375:22 376:12	served 383:6	290:8,9 319:7	394:15
seat 198:5 341:2	379:6,9 383:17	server 212:17,17	322:1	side 222:15,16
second 225:3	390:10 392:20	215:5,5,6	setting 288:11	222:17 256:5
238:1 303:4	398:3 399:14	service 199:17	293:25 393:12	282:14 375:23
307:6 314:8	399:23 400:8	199:18,19	settle 245:2	signed 258:4,4
342:18 343:2	404:17,25	230:22,22	settled 244:9	350:18 388:1
375:10,14	409:5,23,24	231:3 262:12	settlement 244:6	significant
382:24 383:6	411:13 416:25	262:18 271:11	244:7 246:6	207:19 264:22
383:15 384:1	420:23	274:16,17,17	286:23,25	290:1 400:15
384:10 399:22	seeing 282:16	274:19,20,22	287:12,14	similar 237:8
407:6,7	seek 253:7	275:5 277:7	319:6	263:25 295:18
section 193:7	seeking 251:19	292:24 303:18	settlements	317:21 341:2
203:11 230:1	seem 289:24	303:24 304:3	245:14	simple 329:20
317:4,19 318:2	292:19 408:18	305:4 307:4,11	settling 244:5	343:6
323:22,25	seems 221:4	307:17,18,20	seven 204:21	simpler 228:17
324:1,2 329:6	275:23 280:11	307:22 308:1,9	205:3,10,20,24	simply 218:9
331:1,5	292:18,18	308:12,13,15	206:4,6,8	234:3,7 303:21
secure 249:12,13	302:10 408:17	308:17 309:1,9	216:21 222:5	391:15 406:1
249:20 255:12	seen 252:15	309:14 317:17	252:5 257:16	406:24 416:1
security 241:8,9	254:16 276:1	320:5 321:6	257:19,24	since 219:25
241:22,25	286:22 287:12	325:4,6,24	374:23 420:23	235:22 259:11
242:2,7 247:8	379:5	326:8 327:15	Seventeen 254:2	304:23 334:3
247:10,13	sees 290:11	327:19 328:10	seventh 258:3,5	346:22 347:3
248:13 249:17	376:17	328:11 335:13	seven-day 257:20	382:25 386:5
249:19 250:6,8	seldom 293:12,13	336:15,23	several 222:11	391:11 398:20
251:12,19,22	selected 376:10	384:6 392:14	223:11,15	412:17
252:1,4,9,11	376:15	393:24 406:6	296:16 317:2	single 263:22
252:12 253:3,4	selects 376:9	services 200:22	374:9,9 399:3	322:22 349:14
253:7,11,13,14	377:8	230:7,9,9,12	401:16	363:18,18,19
253:15 254:8	sell 409:16	231:1,2,5	share 359:21,23	391:13,17,17
254:13,17	selling 409:19	234:4,7 250:5	369:19 378:3	392:25
255:25 256:11	send 217:11	251:22 252:9	406:8	sir 197:24
258:25 259:1,4	273:16	256:8 269:23	shared 360:5	270:14
259:14 261:10	sends 282:3	274:13 292:10	370:10,12	sit 348:1
261:11,12,14	sense 230:11	309:13 323:3	405:2 410:14	site 309:6
261:21,25	252:13 390:4	325:9 326:24	sheath 371:9,25	sits 345:11
262:6 264:6,10	411:25	331:16,17	373:15,16	397:8
265:15,21	sent 211:18	371:13 372:9	sheaths 371:8	situation 262:4
267:24 270:4,5	215:17 216:22	372:22 384:25	sheet 260:1,2,4	282:4 283:8,10
277:22 278:2,7	216:23 231:9	385:6 387:11	260:5 307:14	287:4 327:13
278:13,19,25	231:24 232:1,2	387:16,17	352:4,6 406:13	405:25
279:4 281:16	257:23 293:17	388:6,24 389:3	short 303:9	six 243:22 258:7
281:24 295:3,5	293:17 306:4	389:5,21 390:7	shorten 224:9	369:13 406:8
295:15,18	402:13	390:9,11,24	shortest 371:24	413:24 414:4
296:4,9	sentence 232:15	392:17,24	372:7 373:12	sixth 258:2,5
see 228:17 234:4	240:13 257:14	397:6,17	shot 416:9	Sixty 276:12,17
238:6 239:10	257:17 274:12	400:15,19,20	show 208:15	sixty-eight
244:23 267:21	328:3 375:10	401:19 410:17	227:7,23,24	243:22

six-port 406:7	388:6 392:16	spare 374:6	spoke 302:24	369:24 397:14
size 262:23	393:10,13	384:4,10	sponsored 417:7	400:5 402:12
264:11,20	398:3,4,4,7	speak 306:12	417:9	405:13,14
265:4,12,16	409:20,24,25	313:6 334:12	spread 367:18	starts 217:24
268:25 376:9	415:25 417:10	343:20 354:20	spreadsheet	257:14 310:24
376:11,15	418:2 420:14	355:1 403:7	215:10 351:21	371:16 391:14
377:8,9 378:6	somebody 240:19	speaking 203:12	351:22	state 204:25
sized 382:18	278:14 396:11	272:24 302:25	Sprint 243:4	221:12 232:12
sizes 264:23	417:1 418:16	352:23 356:21	244:22 245:22	239:7 297:25
376:11 378:2	someone 209:7	speaks 229:22	246:22 259:8	299:9 355:10
407:5	236:13 418:15	274:15 276:25	344:10,13,19	355:12 356:8
sizing 374:5	something 222:4	306:16 311:21	344:21 348:5	406:21 422:10
375:11 376:6	224:2 225:4	312:4 324:5	Sprint's 243:7	stated 204:18
skip 199:12	239:2 255:18	special 359:16	347:20	220:19 226:10
246:18	255:20 274:12	364:3 367:12	square 380:6	238:3,3 264:24
slash 245:22	279:25 281:22	415:24	stacked 280:24	279:19 281:21
slight 210:17,18	289:15 294:12	specific 214:23	staff 346:13	334:22 344:8
slightly 212:8	304:19 309:15	236:1,6 237:23	352:9 354:13	379:11 385:17
Sloas 422:9	310:9 321:20	241:1,4 251:2	stamped 200:3	392:9
small 260:7,10	322:10,12	258:1 273:22	stand 197:21	statement 233:24
260:12,22,23	323:15 326:18	273:22 319:14	203:9 237:17	274:7 281:17
277:8 375:25	327:18 328:18	334:25 343:18	281:19 327:1	288:22 325:19
smaller 250:21	329:16 365:23	357:5,5 374:11	412:17 420:22	326:1 327:7,9
359:11	379:11 395:4	379:19,24	standard 207:5,7	statements 230:6
software 208:4	395:25 406:20	385:1 395:19	207:20 210:21	260:20 325:16
208:12 210:7	415:16	410:25 415:14	211:2 212:10	400:9
210:13,14	sometime 217:4	specifically	212:20 213:17	states 205:12
211:10 216:7	217:23 338:21	221:3 260:20	215:25 216:3	221:16 264:24
216:12 233:18	372:14	269:16 271:13	272:17,19	306:4 327:3
233:19	sometimes 279:12	273:2 282:6	280:7,8 292:17	360:25
solely 410:3	279:16	294:1 306:16	322:9,11,14	statewide 409:13
solve 329:13	somewhat 315:12	311:3 314:4	324:2 329:14	409:17
some 201:8 202:9	somewhere 320:9	322:5 331:5	standardize	stating 234:6
209:16,22	328:19 411:9	335:16 338:17	273:11	265:3 293:18
210:11 214:7	soon 292:8	352:23 355:17	standards 207:11	statistics 258:1
214:21 217:11	sooner 292:22	357:11 386:20	207:13 209:7	358:20 362:21
220:5,5 222:9	sorry 199:18,22	Specification	210:16,24	363:9
223:8 227:24	226:16 233:25	207:12,12	272:23 273:1,3	stay 305:12
231:14,23,25	250:11 256:20	213:5 232:24	273:5,7,14,17	stays 254:9
233:13,13,18	256:24 282:8	273:7	274:1 292:7	stenographic
233:19 242:25	284:12 308:16	spectrum 240:1,2	309:1 354:24	422:5
244:23 254:16	316:19 334:11	speculate 225:2	354:24	steps 292:3
257:11 259:7	337:4 353:15	225:17 236:12	standing 268:16	Steve 339:9
261:6 265:21	353:25 356:8	246:14 288:6	stands 206:24	Stewart 194:6
268:2 275:4	362:24 365:7	300:18 394:21	213:3,4	195:4,5,8,11
277:1 278:7	385:25 391:23	speculated	start 217:2	195:12,14,16
281:12 284:4	399:18,19	400:25	236:9 247:7	197:6,10,17,19
285:19 289:18	413:9	speculating	263:13 272:19	197:22 198:9
290:6 291:21	sort 214:7	288:17	272:20 297:15	199:2 200:8
292:6 294:6	233:18 239:25	speculation	300:1 334:17	204:4 208:14
295:6,23 296:1	239:25 310:3	209:19 290:16	379:14 404:12	209:18 211:24
297:13 303:13	326:19,20	290:20,22,23	412:19	212:2 218:3
303:14 320:4	353:18 357:15	400:23	started 297:14	223:15 224:21
330:14 334:5	405:19 408:8	speculative	334:14 344:13	224:24 225:1
346:12 351:9	sorts 290:18	234:16	347:4 377:5	225:15 227:14
351:20 353:18	sounds 209:13	spell 297:25	397:12	227:17 228:16
354:5 355:24	319:15	spend 400:16	starting 237:15	236:11 241:14
355:24 361:10	source 343:7	spent 400:18	257:13 291:23	244:10 246:10
370:14 371:7	South 193:22	split 232:19	298:20 313:6	246:13 250:11
373:14 376:23	194:3		335:20 368:14	256:19,20,24

257:7,8,10	stopping 275:12	suggested 225:17	switching 350:11	279:22 316:23
264:5,14,18	straight 203:25	260:12	352:24 411:3,8	318:13 392:16
265:6,25 268:4	stream 335:22	suggesting	412:1	416:20
282:8 288:5,15	Street 193:13,22	221:14 334:18	sworn 198:2	Talex 407:4
290:15,25	194:3,7 298:6	suggestion 213:7	297:10	talk 213:15
291:11,12,14	stretches 280:21	300:14	system 270:25	231:18 271:17
294:10,14,20	strike 314:19,25	suggests 218:4	288:7 290:9	370:11
296:14,18	317:3	395:25	294:1 335:19	talked 288:12
297:12,17,21	strongly 327:2	Suite 193:22	352:17,18	312:14 357:18
297:24 298:25	structure 265:17	194:7	393:12 408:3	384:4
299:3,18	393:22 397:21	summarize 228:14	systems 280:13	talking 199:24
300:17 311:20	struggle 361:15	230:18 412:16	280:14 281:2	201:2 202:6,10
314:8,12,16,23	study 332:22	summary 221:12	289:6 292:2	202:23 207:10
315:13 316:15	343:13 356:16	400:8 409:22	S-a-n-d-r-a	212:24 213:5
316:19 318:25	356:17,18	sundry 245:15	351:17	213:22 214:25
321:13 322:15	377:6 386:11	supervision		216:19 252:7
324:4 325:8,15	386:13 403:24	341:17 346:15	T	285:17 289:20
325:19 330:5,7	411:9	supplemental	tab 411:13	289:20 303:17
330:14,18	stuff 365:16	399:10,17,20	table 255:23	303:22,23
334:11 337:3,4	subject 203:15	420:1	399:10,11	305:13 313:19
337:8,10	227:9 317:11	supplied 349:19	400:10	318:6,10
338:20 339:11	320:21,21	suppliers 292:22	tabs 331:14	322:20,20
339:13,18,21	322:8 323:24	supply 352:17	tagged 406:23	324:22 350:21
340:9,14,19	325:10 348:10	380:13 417:25	tailored 357:10	355:5,6 369:20
341:7,9 342:7	351:4,21 353:2	supports 245:25	take 197:21,21	376:9 394:5,6
344:1 348:9	355:23 361:11	311:23	198:4 215:20	416:11
353:25 364:11	subjective	suppose 409:7	217:7 238:12	tall 281:6,6
365:12 366:14	317:11 330:23	supposed 271:16	238:13 256:24	taps 305:10,11
377:17 391:23	submit 273:9	286:12 318:15	267:4,7 279:20	305:14 306:10
394:18,20	332:22	320:6	280:6,7 290:6	306:17,22
395:24 396:6	submitted 403:25	sure 221:22	292:3 293:15	307:1,4,10
396:20 400:22	421:15	253:4 298:25	296:24 303:20	308:18,24
401:24 403:6	subscribe 383:6	302:11 308:7	303:25 304:9	317:15,20,22
403:14 412:9	subscriber 230:8	308:19 309:20	304:14 309:13	318:3,22
412:20,23	subsequent 274:3	311:10 321:9	314:21,23	320:23 321:4,5
413:17,22,23	274:22 402:14	334:9 336:3	323:14 327:16	321:15 322:24
414:1,4 415:12	subset 352:23	342:25 348:11	328:7 348:25	331:6
417:24 418:10	substantial	348:22 349:3	373:8 379:14	tariff 204:23
418:15,19	209:15,21	380:15,15,19	384:14 387:10	205:4 269:16
419:4,16	210:5,10,18	392:18 408:21	396:15 403:6	269:17,19,23
420:19,25	221:19,24	414:11 415:7	405:5 408:9,22	269:25 270:1
421:6	233:14 260:2,4	415:21 416:3	taken 228:12	technical 320:7
still 209:15	281:7 400:17	418:18	244:21 257:4	402:15
249:4 266:16	substantially	surprise 214:23	274:11 293:20	technically
266:19 278:1,9	209:10,11	221:4 320:3,8	316:13 330:10	277:4
281:23 321:19	210:25 211:1	survey 309:6	331:11 380:25	technician
328:1,22	252:18 280:15	suspended 199:18	384:16 394:12	323:10 328:15
338:15 356:3	substantialness	277:2 291:18	403:11 407:12	technicians
369:19 393:8	266:3	Suspending	416:14 420:15	327:17
396:15 409:14	substantive	270:24	422:3	technology
stipulated	209:4	suspension 201:7	takes 204:11	305:11 306:18
243:10 244:21	successive	220:16 226:13	205:10 254:21	306:20 307:19
355:20,24	274:14	228:24 229:14	279:13 280:1	373:9
356:5	sudden 237:14	240:15 262:18	293:3 366:12	Ted 195:20
stipulation	sufficient	270:21,23	369:23 370:3	198:17 282:8
243:12,16	208:15 313:16	271:11 276:3	376:5,16	telcom 272:18
stop 294:5	suggest 218:7	276:10,12,14	397:11 409:21	telecom 254:19
stopped 327:20	247:6 329:13	switch 411:4,23	409:23	410:19
407:23	396:14	switched 331:8	taking 253:2	telecommunica...
		331:12 415:24		231:5 331:9,12

telecommunica...	408:2	323:1 324:24	373:7 376:22	391:25 394:14
193:7 230:7	territories	325:16,18,20	386:7 395:2,15	394:24 395:4,6
telephone 193:6	368:19	325:23 336:5,6	395:16 398:3,4	395:15,17
198:17 230:6	test 365:24	338:22 340:2,6	398:13	396:23 401:2,5
253:24 273:8	366:5	340:7,8,22,24	Theirs 395:1	402:3 403:7
298:14 341:14	testified 216:11	341:13 344:7	themselves 333:2	405:16,16
359:8 361:16	216:15 217:15	344:25 349:13	347:24 354:6	409:4 410:25
362:10 366:2	223:6,20 224:4	353:14 354:23	357:24 358:15	412:3,16 413:8
367:1 389:5	224:13 228:21	358:17 365:23	they'd 393:8,9	413:24 414:18
tell 208:4 219:3	245:5 259:23	366:13,17	thing 249:10	416:5,7 418:13
261:2 319:11	299:6,8 356:14	369:25 374:3	272:3,4,5	420:17
323:5 420:17	testifies 198:3	374:13,15,18	310:3 312:13	thinking 200:6
telling 313:23	297:11	375:21 379:18	376:1 409:17	thinks 326:18
323:24	testify 211:25	382:13 384:20	415:2,4	395:7
tells 416:9	234:22 246:5	384:20 386:15	things 210:20	third 194:3
TELRIC 260:14	testimonies	386:19 388:3,5	244:24 252:17	217:14 262:10
348:19 356:16	341:16,20	398:24 399:1	308:11 322:22	375:13,15
356:17,18,21	testimony 195:10	399:15,20	340:4 410:21	400:4 409:9,9
384:21	195:19,21,22	400:4 401:13	416:11 418:11	409:9
ten 245:18 246:5	195:23 198:13	401:19,25	think 197:22	Thirdly 223:24
253:21 257:2,3	198:16 199:13	402:4,8 404:10	199:20 200:16	third-party
318:17 323:8	204:18 205:9	404:11 405:9	204:4 205:9	353:21 354:8
345:16 377:13	205:10,12,22	408:1 411:10	207:14,15	354:14
393:13 403:8	206:2,12 207:4	419:1 420:1	208:14,21,23	Thirty 202:8
tend 367:13	211:15 212:12	testing 319:16	209:4,5,6,8,9	218:21
368:1,25 369:2	216:6,10,19	401:3	210:15,24	though 217:20
tendered 224:19	217:3 221:12	Texas 299:9	215:1 216:5	252:7 258:21
389:6 391:7	221:16 223:17	Thank 198:4	217:13 224:2	277:3 278:8
ten-year 235:20	223:17,20,21	199:5 228:14	225:6 226:10	290:16 292:16
235:20	224:1,8 226:11	228:19 231:23	228:16 235:7	328:1 334:4
term 213:10	228:4 229:15	247:1 257:2,5	235:10 240:18	392:20 407:14
227:12 228:7	230:5,19 231:8	257:8 277:15	241:14 244:17	414:23
229:7,25	232:11 233:4,9	277:16 281:10	252:8 253:24	thought 290:24
272:19 290:11	233:24 235:14	283:18 296:12	260:24 265:23	339:18 340:10
317:3,10,11	236:14,17,21	297:6,12	271:19 272:6	364:18 402:11
319:16 320:18	237:11 238:1	299:11 304:4	273:20,24	thoughts 279:19
322:5 323:19	239:7 240:23	315:19 324:11	281:10 282:17	279:22
324:10,17	241:6 242:21	324:19 330:12	286:5,7 287:15	thousands 214:10
330:20,23	243:5,24 245:5	332:2 333:5	287:16 288:10	three 204:15
362:11 363:2	247:6,24	336:25 337:7	288:20 290:22	215:13,15,15
terminate 200:21	253:23 257:14	338:18 342:6	292:14 293:1,6	217:13 223:9
200:22	258:12 260:11	349:2 351:14	293:10,11,21	224:15 231:16
terminated	266:1 269:15	382:22 420:19	293:21 294:7,9	231:24 249:12
199:19	272:25 274:7	421:15	301:1 302:4	262:11,20
termination	275:7 279:11	Thankfully	303:3 305:15	283:24 286:10
201:7 220:17	279:14 280:17	277:20	310:16,19	287:4,6,7
226:13 228:24	281:18 284:14	Thanks 291:12	312:10 314:9	339:21 386:16
240:15 271:11	286:8 291:2	their 211:13	314:12,14,24	386:21 387:17
276:3,13,17	293:7 295:23	216:2 240:11	314:25 315:9	388:22 389:10
terminology	296:1,15,23	248:19 258:22	315:12 317:14	391:4 392:11
302:5	297:15,19	259:25 260:1,3	319:3,19	395:1 397:24
terms 193:5	298:13,15	260:3,5,20,20	322:14 323:7	398:8,21
201:4 238:6	300:2 301:2	262:6 265:16	325:13 329:15	408:22 409:9
240:3 244:12	302:13 303:7	265:18 266:25	330:21 335:1	410:7 416:14
247:7,22 248:4	310:17 311:1	271:3 282:6,10	348:15 353:17	three-band
249:8,11,24	312:23,23	287:18,19	355:15,23	397:20
269:25 272:17	313:5,25 314:3	290:24 301:2	360:8,12,20	three-rate 391:9
274:25 275:19	314:19,20,22	308:16 309:23	366:5,9,24	through 201:9
275:20 302:8	314:24 315:24	312:6 322:2	368:5 370:17	203:18 211:18
302:18 312:5	316:1 317:1,6	327:1 336:15	374:22 379:10	212:25 213:24

214:17 215:18	401:12 404:1	267:25 268:16	234:25 235:19	271:6 275:3
215:23 222:5	417:11,20	268:18	235:23 243:3	277:4 278:25
232:14 233:10	418:2,13 420:1	traditional	243:23 244:4	290:4 293:8
233:15 246:15	421:5,11	307:17	245:20,21	319:1,7 322:1
261:17 270:6	times 248:20	traffic 282:16	247:16,19	334:14 342:19
278:5 279:11	249:12 269:25	282:18,19	266:6,9,12	343:24 347:13
290:5 298:21	359:1 395:1	313:16	271:5 275:19	348:1,10
298:22 299:1,2	405:8	transactions	279:6 303:13	350:19,20
306:18 313:6	time-based	248:23	304:22 305:1	367:20 370:1
327:24 331:24	230:21	transcript	313:13 315:14	378:3 379:3
352:5 354:4	timing 257:12	213:15 223:18	315:19 350:13	389:8 391:3
358:6,16	tinkering 210:12	349:1 419:15	357:13 362:20	395:8 397:3
365:21 376:8	tired 391:25	422:3	362:21 363:9	402:16,17
383:12 385:15	titled 342:17	transcripts	363:13,16	404:12 405:16
398:1,6 404:15	343:1 361:3	419:7,9,17,21	367:16 369:11	407:3 411:14
405:8 407:8	365:16	transfer 212:16	374:4 387:9,14	twofold 364:14
408:2,6,8	today 198:23	212:21 213:24	388:18 389:4	two-wire 308:22
413:11,13,18	203:9 248:19	214:17 216:7	389:11,20	370:7 387:11
413:22 419:8	248:22,25	216:23	390:6,23	387:17 388:19
throughout	249:4 259:5	transfers 214:13	391:20 392:13	389:14 390:3
199:23 334:7	261:3,17	transmission	392:23 393:17	392:14,21,21
358:1 367:18	298:16 299:14	216:14	401:10 407:21	392:24 405:5
throwing 203:16	334:8 335:1	transport 206:14	422:3	405:11,13
tie 320:11	338:15 346:25	206:23 207:3	truly 390:18	406:1,12
ties 295:22,25	350:24 356:21	211:17 212:15	truth 373:19	two-wires 390:14
tighten 278:25	357:2,10	212:19,23,25	try 199:11	tying 277:1
tightening 296:4	358:10 370:8	213:21 214:5	219:15 225:20	type 225:13
296:9	372:10,19,22	214:10 215:2	257:19 272:15	259:16 272:1
time 202:4,6,17	390:16,23,24	215:18 232:14	312:20 343:20	282:16,19
203:20 205:18	397:8 402:20	310:15 313:18	383:11	307:18 352:2
210:22,22,24	today's 248:2	316:9,11,13,23	trying 224:6,9	396:13
217:5,12 218:5	together 201:7	350:9 352:24	227:24 228:6	types 320:5
220:20,21	252:14 277:1	359:25	230:18 239:19	363:11 401:5
222:4 227:12	354:15 369:20	treatment 225:25	272:21 357:12	typical 248:22
227:24 230:11	386:8 408:24	226:1,5,6,8	365:20,25	259:24 389:21
230:23 232:13	409:1 416:15	treats 206:3,3	366:2 373:3	398:8,21
233:9 239:3,13	told 208:7,20	triage 289:8	407:18	typically 247:17
239:19 240:15	211:9,13	tried 331:4	Tuesday 419:3	253:2 282:15
244:21 246:22	236:13 237:7	384:9	turn 247:5 274:6	283:5 292:10
247:20 248:8	308:6	Triennial 310:18	275:6 303:6	304:13 357:23
254:14,15	top 329:5 346:1	trigger 228:23	308:13 309:14	407:16
255:22 260:7	349:8 360:25	229:5 271:9	363:13 374:3	T1 275:3 306:6,7
261:25 262:17	371:7 378:18	275:12 276:5	375:6 378:23	307:17,20
262:19 263:16	379:7 399:12	291:23	384:6,19	
266:14 270:22	total 259:19,22	triggering 229:9	386:14 400:3	U
277:4,13,13	362:22 363:10	229:10	turned 308:12	uh-huh 238:8
279:12 280:4	364:1 415:23	triggers 276:21	376:16	399:23 406:17
281:19 282:11	totally 244:17	276:22	turning 233:23	408:4
286:14 287:8	297:19	tripped 219:10	237:25 239:6	ultimate 245:19
287:23 288:22	touch 213:4	trouble 244:21	241:6 310:14	246:6
290:6 291:18	Towards 232:11	TRRO 333:16	344:25 353:14	ultimately
292:20 293:2	track 334:9	truck 233:1	354:22	245:22 279:25
295:6 303:3,4	360:2,3	true 201:18	Twenty 254:1	381:5 396:9
307:6 308:1	trade 248:24	202:2,19	twice 235:4	unable 331:8,15
327:17 333:14	traded 251:6,21	206:14 213:20	247:24 406:12	331:17
334:5 344:12	259:10 260:25	216:18 218:16	416:1	unbundled 336:7
348:5 351:20	264:7 265:17	218:23 219:3,4	two 203:1 236:11	356:20,24
358:12 361:20	266:4,7,10,17	219:4,6,6,6,13	244:10 251:13	357:12
372:5 380:14	266:19,22,25	220:15 224:2	251:14 252:14	uncommon 293:22
381:1 400:18	267:3,6,15,18	231:12,13	262:21 264:23	

under 201:5	386:6	216:23 247:9	Valerie 297:6	216:8 340:3
223:13 224:19	undisputed	249:21 251:17	422:9	341:15,21
234:12 238:5	226:14,22,25	304:6 307:20	valid 283:14	399:9
242:6,8,9	227:10,13	318:23 346:7	validate 280:5,7	versions 319:1
269:24 275:18	228:1,4,5,7,22	350:6,11	280:10 289:1	versus 260:5
278:1,10,15	228:25 229:4,7	356:24 376:3	293:15	262:15 363:22
282:19 292:15	229:11,13,16	384:11 400:20	validated 405:9	373:9 397:3
295:17 316:21	229:19 230:1,3	401:11 407:4	validating	very 244:19
322:1 333:25	279:13,20,25	416:24	274:20	246:1 250:12
341:17 346:14	UNE 336:9,12,13	used 204:19	validation	260:7 263:25
375:9,10	355:15,18,19	205:23 212:20	280:13,25	282:11 308:19
382:21 383:18	356:1 357:1	212:22,22	288:24 294:1	327:2,4 330:14
393:6 398:13	375:22 385:8	215:2 224:17	value 251:7	345:10 346:5
411:13	385:13,19,20	225:9 280:16	343:17 376:14	351:25 358:1
undergraduate	386:16 411:3,3	281:5 327:18	378:6 385:1	366:24 378:2,5
352:12	UNEs 385:19	338:15 349:20	407:9 411:19	389:25 406:7
underlie 370:2	unfamiliar	349:25 355:19	411:20	VG 381:5,13,15
underlies 397:14	283:10	356:22,23	valued 308:20,24	via 206:13,17,18
underlying	unfortunately	357:14 362:11	values 327:2	206:22,22,23
353:15 397:10	243:25	368:5 374:8,12	374:15 376:7	207:3 257:23
understand 208:2	unilaterally	375:20 379:20	379:19,25	view 405:18
233:3 234:18	282:22	385:1 407:7	407:6,11	visibility
235:23 249:25	unit 359:6,12	411:2	411:14,22	251:24
253:1 255:14	382:19,21	user 215:6	variations 390:2	visible 251:8,10
258:22 265:13	383:1 406:11	users 345:12	varies 381:17	visual 345:10,22
280:3,6,24	United 193:6	uses 213:20	various 245:15	345:23 346:5
285:12 305:9	198:17 253:24	214:8 233:16	250:4 349:25	346:12 357:15
319:20 320:15	298:14 341:14	292:2 306:25	357:17 394:13	407:14
347:5 356:25	361:16 362:9	375:25 383:22	399:12 401:18	vis-a-vis 221:20
357:4,13	366:1,2 367:1	using 200:1	414:6	VJS-518 422:13
360:11 368:4	367:1	205:6 214:15	vary 273:22	Vogelmeier 216:6
374:14 376:2,4	University 344:9	268:23 291:22	varying 216:21	223:6,19,22
385:22 391:24	unless 227:19	295:19 306:20	vendor 287:22	224:3,13
395:12 397:17	274:12 278:4	346:22 355:18	288:10,11,14	234:22 245:18
401:4,25	278:16 283:5	356:20 357:8	288:17 290:8	246:5 279:14
402:12	291:17 351:9	359:15 372:18	290:17,19	279:21 281:17
understanding	416:25	376:25 386:16	354:6	283:8 286:8
207:17 215:9	unrelated 319:4	usually 282:23	vendors 287:17	306:4 313:22
215:24,25	until 200:25	Utilities 193:1	353:11	339:9 370:1,8
216:1 217:6	211:22 235:25	193:12	verbatim 227:6	401:14 405:7
238:24 239:5	254:9,10	utility 292:10	verbiage 406:22	Vogelmeier's
241:11 242:7	274:19 338:15	292:21,22,24	verifiable	216:10 223:17
253:22 254:11	unusual 248:10	utilization	322:12	223:21,23
271:7 275:15	406:20	248:18 249:23	verification	235:14 253:23
284:8 291:19	update 357:21	375:12 379:5,5	310:8 325:8	voice 370:4
296:8 300:2,5	updated 343:19	utilize 214:12	352:3,10	381:15 405:2
300:6 305:11	350:17 357:19	255:20	verify 308:4	405:20
309:8 320:4	358:15 404:4	utilized 274:3	322:10,13	voice-grade
337:15,17,22	updates 351:8	277:11	323:4 325:5,20	360:1 361:5
357:15 361:8	updating 342:23	utilizing 271:8	325:21 326:24	362:16 366:15
374:19 376:22	351:15 358:11	414:6	336:15 352:6	366:25 370:5
379:16 408:20	upper 357:7		354:15 389:11	383:16 406:9
411:2 414:12	upset 329:1	V	414:16	415:18,19
415:10	urban 367:23,25	V 195:10,15,22	verifying 321:20	416:12,22
understands	368:2,5,7,8,10	195:24 297:9	Verizon 415:22	volume 193:19
326:5	368:23	298:2 340:22	416:2	290:5
understood	USAC 361:24	340:24 341:13	version 205:16	voluntarily
235:13 249:2	use 209:15	vaguely 286:20	205:16 209:17	414:20
258:12,14	211:17 213:9	286:21	210:17,19	
295:16 335:1	213:23 215:7		211:10,17	

W	197:1 305:25	265:14 272:8	we're 202:23	367:19,22,23
W 194:2,3 406:24	422:4	272:24 275:2	207:14,15	368:8,10,11,17
waited 287:6	week 207:15	279:12 283:20	228:13 236:22	369:17 386:25
waiver 329:11	208:9 209:8	285:4 286:5,6	242:8 262:12	387:1,18
walk 408:2,2	221:19 231:19	286:9 287:4	262:15,18,20	388:20 389:16
want 201:9 203:1	259:24,24	288:23 289:17	271:16 273:8,9	389:17 390:8
221:16,22	263:24	290:4 291:16	274:1 276:19	390:14 391:13
227:7 232:19	weekly 219:24	291:21 293:24	277:6,7,14	391:17 392:15
254:24 255:2	220:2,3,4,9,12	294:12 295:16	279:4 280:21	392:25 393:15
258:23 282:22	221:24 222:3	299:14 312:6	282:16 285:16	393:20 394:14
309:22 310:7	weeks 204:16	316:10 317:25	288:21 289:20	397:7,17 398:4
314:21,23	222:6,11	318:16,19	289:20 297:6	404:3,18
315:12 321:2,3	welcome 273:20	319:21 320:20	301:11 302:23	405:17,25
321:4,10	well 203:6,14	321:12 323:2	303:17,22,23	406:2 408:4,6
322:19 328:6	207:10 213:3	325:10 329:6	305:13,15	408:9,10,16,18
328:10 336:18	215:20 222:9	329:17 330:12	317:14 318:6	408:24 409:7
342:15 350:22	225:1 228:16	330:19,22	318:10 322:20	409:12,19,20
365:13 389:11	234:8 236:15	332:10 333:1,2	322:20 335:18	409:24,25
391:12 395:19	240:12 249:14	334:5 338:4	349:3 356:21	411:16
398:14 407:16	251:25 252:17	341:16,18	357:12 358:9	wiring 411:6
420:8	262:4 265:4	343:21 344:12	360:8,9 365:14	wise 302:4
wanted 203:25	268:1 273:19	344:15 347:13	369:20,21	wish 299:12
224:10 248:14	275:21 279:8	347:19 348:10	370:23 372:6	withdraw 291:3
323:4 365:18	281:18 282:1	350:18 353:2	374:22 376:9	414:20
365:24 417:8	282:21 286:22	353:15,23,23	392:2,3 394:7	withstanding
wanting 259:14	295:11 299:1	354:2,16,25	402:20 406:4	205:18
wants 398:13	305:10 314:12	355:5,6,19,24	408:25 409:1	witness 197:17
warning 406:24	315:1,5 318:9	355:24 356:3,5	409:16 410:1	200:10 201:24
407:19	323:24 327:4	356:20 358:4	410:17 416:1	206:21 208:20
warnings 407:1	333:22 350:14	363:4 372:5,14	416:11	209:3 210:1
407:11,13	366:14 373:8	375:18 377:1	we've 201:2	219:18 221:9
Warnock 194:3	376:10,12	380:24 381:8	222:10,11	225:9,24 226:4
wasn't 211:7	377:8 378:20	382:12 385:16	259:5 262:12	230:21 234:14
219:8 233:8	393:9 394:22	387:18 388:4,7	262:13,14	235:10 236:15
246:15 255:13	395:17 397:7	388:12,24	277:1 289:15	236:16 237:18
308:15 337:19	399:24 409:8	389:5,7,14,15	289:17 293:7	245:9,12
339:19 384:9	411:24 412:18	389:25 390:2	310:5 324:9	248:10 250:13
way 200:1 206:3	413:8 418:7,8	391:6,7 394:3	338:14 354:7	266:16 269:11
219:15 225:11	went 252:8 275:2	397:9,18	386:5 412:17	281:18 282:10
225:20 233:16	327:23 344:21	400:11,14	whatsoever	285:18 288:20
245:2 253:6	351:4 360:11	404:3,4 405:8	407:20	288:21,24
256:9 258:13	395:3 398:10	415:8 416:14	what-if 301:4	291:2 297:1,7
280:14 281:2	were 198:23	416:18 417:13	while 279:20,22	300:18 301:8
296:16 303:11	201:2,4,4	420:15	280:1 383:23	301:10 312:2
312:21 318:14	203:6,10 204:1	weren't 240:11	392:16 393:21	312:21 316:8
323:7 329:12	204:1 207:10	286:15 400:20	405:8	319:24 320:1
329:16 340:13	207:13,22,22	402:18	whole 319:15	322:13,18,19
351:23 360:11	210:21 211:3	West 194:7 298:6	320:11 322:4	326:4,15
361:17 364:7	212:24 213:22	we'll 197:4	326:10 385:15	334:13 335:4
366:25 367:2	214:25 216:4	199:24 213:15	wholesale 384:22	338:16 342:2,4
368:15 383:11	222:17 228:23	219:23 245:9	385:7	348:14,22
386:7 390:15	230:13,16	296:22,24	wide-ranging	354:2,11 360:7
398:4 400:5,5	231:9,13,19,24	301:7,8 316:7	245:16	361:24 364:12
405:21 414:5	233:12 235:10	319:24 339:23	width 210:19	364:24 365:1
ways 215:1	236:7 243:10	340:1,6 341:3	willing 398:18	368:22 373:25
367:21 404:13	246:4 247:8	364:24 367:5,9	winding 292:18	374:25 377:25
Website 414:17	249:4 257:11	370:25 383:3	Windows 0 207:18	382:5 392:7
Webster's 319:13	258:2,3,4,5,7	384:14 404:21	wire 315:20,21	394:20 395:10
Wednesday 193:14	258:7,10,11,11	404:23 408:7	331:8,12 357:5	395:12 396:10
	261:15,23		367:16,18,19	396:14,21

398:10 399:6	worth 251:13,14	281:17 313:23	254:22 255:7	278:17 296:1
400:23 402:3,7	262:12	334:8 341:3	255:11,12	341:22 342:2
402:8,10 403:7	wouldn't 246:8	375:19 401:14	270:5	404:11,11
412:12 417:7	248:17 252:13	406:14 421:12	\$850,000 260:1,3	12,000 404:14
WITNESSES 195:3	259:15,25		263:5	405:21
WL 382:4,9	278:13 288:13	Z	\$856,000 263:10	12-pair 378:3
wondered 279:18	300:23,24	Zeigler 196:2	\$97.04 393:20	126 204:12,15
wonderful 346:7	306:25 320:8	305:21,22		128 313:7 314:4
wondering 278:8	353:12,12	323:9 335:3	0	314:5,10,15,15
Wooster 315:21	407:12	339:9	0 368:14 380:4	315:2
316:17	wrapped 197:13	zero 384:10	02-1280-TP-UNC	13 247:6 279:10
word 209:15	write 209:7	401:13,14	385:12	279:11,14
215:8 225:9	406:19	408:14	05-887-TP-UNC	299:6 313:6
227:10,13	writing 407:15	zeros 407:10	313:13	375:21 404:11
228:1,4,5,8	written 198:13	zone 368:2,5,7	08-45-TP-ARB	404:12,12
316:13,23	248:11 249:14	380:3,4 381:21	193:5	137 311:21
317:4 318:20	322:11 326:11	381:23,25	1	14 212:6 238:11
321:18 327:13	326:14 345:2,3	zones 367:25	1 195:19 198:11	239:2 247:5
330:20 331:2	407:16	368:13,15,18	198:21,24,25	284:6,10 285:2
350:6 366:7	wrong 289:6	386:16,21	199:3 230:20	285:2,5,7
387:25	326:18 365:2		296:23 299:1	293:5 298:22
words 213:22	407:17	\$	391:12 400:10	299:1 303:6
294:13 318:22	wrote 209:9	\$10,000 251:17	405:18 407:16	310:14,16
337:19	233:9 239:15	\$100 262:13,13	408:6,7,10,18	358:16,18
work 201:7 244:7	313:14 346:14	262:14	409:2,10,12,15	14-day 275:23,24
244:24 245:17	401:12 407:9	\$120 409:24	409:24	284:16 285:19
246:8 272:11		\$125 316:17	409:24	285:21,23
286:12 302:20	X	\$131.25 315:21	1st 205:6	140 358:6 400:10
323:4 328:7,16	X 240:24 310:5	316:18	1.05 383:22	400:11,19
328:17,21	xls 409:22	\$150 262:12,15	1.3 383:23	148 314:7,9
344:18,20		\$184.39 393:22	1:30 296:25	15 212:7 223:3
345:13 347:11	Y	393:25 394:17	10 196:9 226:12	238:2 293:9,14
352:12 357:11	Y 310:6	397:4	226:16,17,18	310:19 313:6
404:3 416:11	Yeah 243:21	\$2 277:5,6	277:2,5 279:11	358:8 400:15
workbook 345:24	252:6 275:22	\$20,000 251:18	281:4 289:16	155 400:11,16
346:1,4	353:8	252:2 260:6	310:14 311:5,5	16 231:9 317:7
workbooks 420:15	year 220:1	\$3 248:13 249:18	311:7,17	342:17 343:1
worked 327:20	332:11 350:14	249:20	312:14,18	343:18 378:23
344:22,23	350:15 351:6,9	\$400,000 247:24	313:3,3,6,8,12	379:2,3,8
354:17	351:10,12	262:16	313:17 326:20	382:12
worker 328:16	361:6	\$448,339 243:4	376:17,18	17 257:14 259:6
working 273:22	years 220:5,6	\$5,000 251:17	420:3 421:4	259:8 281:3
273:22,25	252:20 253:21	\$50 262:10,15	10,000 308:22	292:15 298:22
274:1 303:19	254:1,2 259:6	\$500,000 248:16	368:16	299:2 301:18
305:5 308:13	259:8,9 261:7	\$512.72 394:15	100 194:3 259:9	310:16,20
308:15,17	277:2,5 281:4	\$514.72 393:23	282:22 289:4	336:6 382:20
344:19 347:3	281:4,21	397:3	289:21,21	17th 222:24
347:14 354:3	289:16 344:20	\$55 289:16	305:2 306:5,6	263:24 264:1,2
376:22 382:4,5	345:16 350:19	\$68,000 243:18	306:10 368:15	174 409:7
382:9 405:8	350:20 371:12	244:6,9 245:1	380:5,5 383:1	18 257:15 259:6
workings 283:17	386:5	\$68,500 245:22	384:3,12 408:6	281:3 292:15
works 257:1	yesterday 197:8	245:23	408:8	317:1,7 325:3
309:20 336:16	207:8,11,14,23	\$685,000 243:5,8	101 193:22	327:3
336:23 346:13	212:15 216:5,9	245:25 246:2,9	11 239:6 274:7	18th 419:17
351:7	223:6 224:8,14	246:24	279:14 402:13	180 193:13 240:6
world 248:23	233:12 235:14	\$70,000 277:6	11-G 193:13	240:7 289:14
292:17	242:25 245:18	\$780,000 252:6	110th 298:6	185 193:22
worry 211:21	246:6 253:23	\$800,000 247:25	12 241:6 242:22	19 284:14 324:22
worsening 278:11	259:5 279:15	251:15 252:1,5	247:6 278:5,15	354:23 422:4

1950s 259:11	224-5724 193:24	292:11,15,16	420 196:9	230:20 239:8
198 195:4,19	224-9481 193:23	292:22 371:25	43 400:3 405:10	257:13 269:15
199 195:5	23 336:5 371:6	372:24	43-08 361:1	298:21 299:1
1990 344:9,23	24 370:5 406:10	30-day 202:12,20	43215 194:7	300:10 360:20
1991 253:24	24th 419:20	217:23 222:23	43215-4291 194:4	360:24,24
1994 344:22,23	25 203:20,20,20	238:5,19,21	43215-5201	363:3,5,25
1996 193:7	230:20 272:11	240:3 263:19	193:23	368:15 380:4,5
333:14,22	385:21 398:17	270:22 272:15	45 207:14 220:17	383:14 417:6
348:18	25-day 292:12	275:18 282:11	276:14 280:23	417:19
1998 235:22	252(b) 193:7	287:21 290:11	402:12	6/4/08 196:2
344:10,22	257 195:5	305 196:2	45-day 293:18,21	6:00 421:17
2	26 374:3	32 240:4 280:18	45/60 226:12	60 199:16,21
2 195:21 197:9	263 195:6	33 280:18 384:19	450,000 222:12	200:15,17
197:14 199:14	269 195:6	330 195:12	453,000 263:11	201:1 220:17
298:10,21	270 195:7	332 195:12,13	263:20	220:18 272:17
299:12,15,16	277 195:7	333 195:13	46 209:9 232:17	276:10,11
299:19 303:7,9	28 375:7	337 195:14	467,000 308:21	277:4,6 282:18
338:21 339:2	284 195:8	338 195:14	47 207:14 209:9	376:19
391:14 399:10	29 193:15 197:2	339 195:21 196:2	232:17 355:2	60s 259:11
399:11 405:19	291 195:8	340 195:16,22,23	48 208:10	60th 262:17
408:13 409:2	295 195:9,9	344 195:16	49.9.9 408:14	60-day 262:19
420:9	297 195:11,19	348 196:3	5	271:2 276:2
2A 197:9,14	298 195:21	35 203:12,20	5 196:3 199:13	600 367:19
2nd 358:2	299 195:11	240:5 280:16	226:11,17,18	614 193:23,24
2.3 361:17	3	280:19 293:15	230:19 239:7,8	650 380:6
20 223:3 230:20	3 195:22 197:9	35-day 280:16	269:17 300:1	651 380:7
280:6 284:14	197:14 329:5	358 311:4,8,14	329:5 339:14	66211 298:7
407:16	340:7,15,21	312:16 313:4	339:16 348:20	672 369:14
20-percent 289:2	341:11,12	314:7 315:3,15	349:5,6 353:14	7
20/20 373:11	343:22 344:2,8	341:22 342:2	354:22 368:14	7 196:5 212:6
200 380:5	392:22 408:11	343:4	384:20 399:2,9	231:8 232:12
2000 220:1,1	408:13,19	360 196:4	399:11,15	233:5 272:24
261:17	409:3 412:21	3600 194:7	413:6,6 420:20	284:7 301:18
2001 261:17	412:25 420:9	37 272:20 280:20	420:25 421:1	310:20,20
2002 261:13,17	420:10	374 196:5	50 194:7 280:23	355:1 374:22
347:5,9 386:2	3A 195:23 197:9	378 196:6	282:18 289:15	384:20 386:14
2003 346:22,23	197:14 340:7	38 272:20 386:14	293:16,16	400:5
347:2,4,9	340:15,23	380 196:7	376:14,16,18	7th 420:6
2004 333:16	341:11,15	391 351:22	408:12	7.2.3 230:1
2005 404:4	343:23 344:2	4	50-percent 289:3	7.3.3 229:22
2006 404:2,4	412:21,25	4 196:2 233:24	500 395:4	7.6 205:17,20
2007 235:25	3rd 222:21,23	233:25 239:7	51.505 355:3	75 385:2
304:23 335:2	232:6 272:6,7	298:21,21,22	52.5 381:17	8
351:5 355:15	30 201:19,21,25	298:24 299:1,2	52.53 380:5	8 196:6 238:4
356:12 358:3,5	202:4,16 203:3	299:5,6 305:16	53.93 380:6	274:6 275:7
364:1 397:13	204:2 217:21	305:17,22	54.3.1 317:4	284:7,7 310:24
2008 193:15	217:22 218:6,6	339:5,23	324:5 331:1	378:17 382:10
197:2 231:10	218:8,10,18,19	412:15 413:18	54.3.2 329:6	422:12
264:2 306:1	219:5,7,16,19	413:22	54.76 380:4	8th 205:7
351:5,7 387:15	219:20 222:13	4th 272:10 306:1	5454 298:6	80 289:21,21
387:23 388:15	222:14,17,25	419:3	55 280:23	80-percent 289:4
391:8 404:4	238:13 239:1	40 280:7 282:17	55-day 293:22	800 193:23
422:4	263:11 272:16	376:16,17	55.55 380:8	800,000 222:11
201 380:6	272:18 274:2	403 195:17	55.65 380:7	255:15,15
2011 422:12	280:6,11	413 195:22,23	58.8 381:18	850 380:7
21 275:16 358:23	282:17,23	417 196:3,5,6,7	6	850,000 222:11
22 272:25 329:4	283:6 285:5,8	42 405:10	6 196:4 205:22	259:25
223-9481 193:23	288:3 289:13			

87 364:1,7,10
365:5,8,10

9

9 196:7 230:20
233:23 234:1
237:25 238:4
275:6,16
284:13 368:13
380:17,18,25
381:17 382:8
413:18,22
421:7,10
9:05 193:14
90 199:18 200:20
200:21 220:18
90-day 201:1
272:17 276:3
276:12