

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION**

**NORTH COUNTY COMMUNICATIONS)
CORPORATION)
)
 Complainant,)
)
vs.)
)
**VERIZON NORTH, INC. and VERIZON)
SOUTH, INC.**)
)
 Respondents)
)**

Docket No. 07-0428

DIRECT TESTIMONY OF

EDWARD GOOGE

on behalf of

VERIZON NORTH INC.

AND

VERIZON SOUTH INC.

September 25, 2007

1 **INTRODUCTION**

2

3 **Q1. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

4 **A1.** My name is Edward Googe. My business address is 500 Summit Lake Dr.,
5 Vallhala, New York 10595.

6

7 **Q2. BY WHOM ARE YOU EMPLOYED AND WHAT IS YOUR POSITION?**

8 **A2.** I am employed by Verizon Services Corp. as Director of Consumer Voice
9 Services in its Retail Markets group. I am representing Verizon North, Inc. and
10 Verizon South, Inc. (jointly referred to as “Verizon” or the “Company”) in this
11 proceeding.

12

13 **Q3. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND,**
14 **TELECOMMUNICATIONS EXPERIENCE, RELEVANT WORK**
15 **HISTORY AND JOB RESPONSIBILITIES.**

16 **A3.** I received a Bachelor of Arts degree in 1989 from Wesleyan University and a
17 Masters in Business Administration in 2001 from Johns Hopkins University.
18 During my thirteen years of employment, I have held various management
19 positions with responsibilities in Product Management & Product Development,
20 Financial Planning & Analysis and Regulatory & External Affairs. My
21 responsibilities extended across multiple business lines, including residential
22 voice, business long distance and federal access services. My duties included
23 evaluating and implementing new voice products and services, administering

1 retail contracts, developing long range business plans, managing capital and
2 expense budgets and assessing business risks. I have been in my current position
3 since July 2006 and am responsible for managing the marketing of existing and
4 new services to our residential customers nationwide. These services include
5 caller ID, as well as the Regional Essentials bundle, which provides unlimited
6 local and toll calling, along with caller ID, call waiting and home voicemail. I am
7 also accountable for developing pricing and product strategies that deliver
8 revenue and product unit commitments, and for overseeing Verizon's decisions
9 relating to commercially reasonable agreements for the purchase of CNAM and
10 LIDB data. I also direct the development of new public switched network
11 products.

12
13 **Q4. HAVE YOU PREVIOUSLY TESTIFIED BEFORE THE ILLINOIS**
14 **COMMERCE COMMISSION ("ICC"), OR ANY OTHER REGULATORY**
15 **COMMISSION?**

16 **A4.** I have never testified before the ICC. On October 16, 2002, I testified before the
17 West Virginia Public Service Commission in Case Nos. 02-0254-T-C, 02-0722-T-
18 CN and 02-0723-T-CN. At that time, I was employed by Bell Atlantic
19 Communications, Inc. (d/b/a Verizon Long Distance) as Manager of Regulatory
20 Issues & Contract Administration. The purpose of my testimony was to support
21 Verizon Long Distance's and NYNEX Long Distance's (d/b/a Verizon Enterprise
22 Solution) request to offer interexchange telecommunications services pursuant to
23 Section 271 of the Telecommunications Act of 1996.

1
2 **PURPOSE OF TESTIMONY**

3
4 **Q5. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

5 **A5.** The purpose of my testimony is to address the allegations in the Verified
6 Complaint filed by North County Communications Corporation (“NCC”) on July
7 26, 2007 (“Complaint”) concerning Verizon’s decision not to enter into an
8 agreement to purchase NCC’s customer name and associated billing number
9 (“CNAM”) information and Line Information Database or toll billing information
10 (“LIDB”) directly from NCC. Specifically I will address how Verizon utilizes
11 CNAM and LIDB data to support the products and services it provides to its own
12 end user customers. I will further explain Verizon’s business decision to limit the
13 number of third party CNAM and LIDB information vendors the Company uses
14 to support its products and services, including Caller ID (“CID”) services, and
15 why Verizon’s decision was reasonable and not anti-competitive or
16 discriminatory. Finally, I will explain why NCC’s demand is not practicable (nor
17 mandated), and detail other means by which NCC might store CNAM and LIDB
18 data for its customers.

19
20 **Q6. PLEASE EXPLAIN YOUR UNDERSTANDING OF THE BASIS OF**
21 **NCC’S COMPLAINT.**

22 **A6.** NCC’s Complaint is predicated upon three perceived grievances. Specifically,
23 NCC seeks “declaratory, injunctive, statutory and legal relief” against Verizon for

1 what NCC characterizes as “intentional, discriminatory, anticompetitive and
2 unlawful actions” in: (1) declining to enter into a direct agreement with NCC to
3 obtain CNAM and LIDB information of NCC’s end-users; (2) allegedly insisting
4 that, if NCC desires to have its end users’ LIDB and CNAM information available
5 to Verizon and Verizon’s end users, NCC store its information in the database of
6 a third-party vendor selected by Verizon; and (3) purportedly refusing to allow
7 NCC to store and provide line and CNAM information using NCC’s own
8 resources and facilities. Complaint at ¶ 1.

9

10 **Q7. WHAT ARE THE FUNDAMENTAL ISSUES RAISED BY NCC’S**
11 **COMPLAINT?**

12 **A7.** NCC’s position boils down to two fundamental questions: (1) whether NCC (or
13 any other provider) can unilaterally compel Verizon’s purchase of NCC’s (or any
14 other provider’s) CNAM/LIDB information in order to provide *Verizon’s* local
15 retail service to *Verizon’s own* end-users and (2) whether Verizon can be forced to
16 purchase this information exclusively from NCC (or any other provider), rather
17 than from a provider of Verizon’s choosing. As addressed herein, the answer to
18 both questions is “no.”

19

20 **Q8. PLEASE EXPLAIN GENERALLY HOW LIDB AND CNAM DATA ARE**
21 **USED.**

22 **A8.** LIDB refers to line information databases that house information pertaining to the
23 billing status of telephone line numbers. This information may be accessed by

1 operator service providers and carriers via SS7 signaling when a caller seeks to
2 place an alternately billed call, such as a collect, calling card or bill-to-third
3 number call. For example, if a caller dials 1-800-COLLECT to place a collect
4 call, Verizon Business (formerly MCI) would be the operator service provider for
5 that call. Verizon Business, at its option, may query LIDB to determine if there is
6 a billing block or other such restriction on the terminating number. LIDB can
7 also indicate if the number to which the caller wants to bill the call is a payphone
8 or is maintained by a local exchange carrier with which Verizon Business has no
9 billing and collection contract. Based on the verification information returned
10 from LIDB, Verizon Business may choose not to complete the requested call.
11 Carriers are not obligated to query LIDB and may choose to complete calls
12 without regard to LIDB. LIDB is, however, an option that can assist carriers in
13 minimizing the risk of unbillable or uncollectible calls.

14
15 CNAM refers to the customer name associated with a telephone line number. A
16 local exchange carrier may use CNAM to enhance the retail CID services
17 provided to its own end user customers. When a customer receives an incoming
18 call, that customer's local exchange carrier may retrieve and transmit to the
19 terminating telephone number the name associated with the originating telephone
20 number. CNAM information is not necessary to facilitate the transmission of the
21 originating telephone number.

22

23 **Q9. WHO MAINTAINS LIDB AND CNAM DATABASES?**

1 **A9.** Many companies do. These providers – both telecommunications carriers and
2 third party database providers that do not offer telecommunications services –
3 maintain LIDB and CNAM databases and/or provide associated SS7 hub transport
4 services. These providers include Verizon, AT&T, VeriSign, Syniverse, Embarq,
5 Accudata and Sprint. Verizon, like many local exchange companies, maintains its
6 own databases for its own line numbers, as well as the line numbers of any other
7 companies that elect to store their data in Verizon’s databases, at no charge, if
8 they so desire.

9
10 **Q10. DOES VERIZON PURCHASE CNAM/LIDB DATA DIRECTLY FROM**
11 **ANY TELECOMMUNICATIONS CARRIER?**

12 **A10.** No. Verizon has no direct agreements with telecommunications carriers because
13 it is more cost-effective for Verizon to access CNAM/LIDB data through third
14 party aggregators. Verizon obtains volume discounts from these aggregators that
15 result in more favorable rates. NCC’s assertion that Verizon has discriminated
16 against NCC by not entering into an agreement to purchase NCC’s CNAM/LIDB
17 data directly from NCC is simply incorrect, as Verizon has no such agreement
18 with any carrier, and has treated NCC the same as all other carriers.

19
20 **Q11. DOES VERIZON’S DECISION NOT TO PURCHASE LIDB AND CNAM**
21 **INFORMATION DIRECTLY FROM NCC ADVERSELY IMPACT NCC’S**
22 **END USER CUSTOMERS?**

1 **A11.** No, and this is one the multiple fallacies underlying NCC's Complaint. NCC's
2 end user customers have not been, nor will they be, negatively impacted by
3 Verizon's decision not to purchase LIDB and CNAM services directly from NCC.
4 At present, NCC stores its LIDB and CNAM data with a third party aggregator
5 with which Verizon has a contract to access that data. Thus, NCC's data is
6 accessible to Verizon, and Verizon is not seeking to change that arrangement.
7 NCC may always store the data with Verizon for free if NCC so chooses, thereby
8 guaranteeing its availability to Verizon's CID customers. If NCC elects to
9 remove its data in the future and not avail itself of either of these options, that is
10 NCC's decision, but not Verizon's fault. Any purportedly adverse impacts to
11 NCC's customers are purely hypothetical, as NCC acknowledges. *See* NCC's
12 Response to DR-9 of Verizon's First Set of Interrogatories to NCC. A true and
13 correct copy of NCC's Responses to Verizon's First Set of Interrogatories to
14 NCC, minus attachments, is appended hereto as **Attachment EG-1**. Moreover,
15 NCC has failed to establish evidence of any call traffic that would be impacted.

16
17 While NCC asserts that its telemarketing customers would complain and be
18 exposed to fines if calling party name information is not displayed on Verizon end
19 user customer's CID units, I disagree. I am not an attorney, but my understanding
20 of the FCC's telemarketing rules as a business person is that they do not require
21 *local exchange carriers* to offer calling party name information. Rather, those
22 rules require that *telemarketers* not fail to "transmit" or "cause to be transmitted"
23 the telemarketer's phone number information (and under certain conditions,

1 name) to any caller identification service in use by a recipient of the telemarketing
2 call. *See* 16 C.F.R. § 310.4(a)(7). In other words, telemarketers cannot
3 intentionally block such information in order to prevent it from appearing on
4 Caller ID units. However, the rule does not require telemarketers to guarantee the
5 *receipt* of that information, or to guarantee the performance of the local exchange
6 carrier providing CID service to the recipient of the telemarketing call. NCC
7 admitted in its data request responses that it offers no service in Illinois whereby it
8 commits to guarantee the transmission of its customers' calling names to other
9 telecommunications carriers' CID displays, and I am unaware of any carrier that
10 offers such a service. *See* NCC's Response to DR-6 of Verizon's First Set of
11 Data Requests to NCC, included in Attachment EG-1.

12

13 **Q12. NCC HAS CONTENDED, THROUGH DISCOVERY, THAT VERIZON'S**
14 **REFUSAL TO PURCHASE NCC'S CNAM/LIDB DATA DIRECTLY**
15 **"DEPRIVES NCC'S CUSTOMERS OF CERTAIN SERVICES." DO YOU**
16 **AGREE?**

17 **A12.** No. First, NCC's customers are not beneficiaries of, or otherwise involved in
18 Verizon's business relationship with Verizon's own customers. Verizon's
19 provision of CID service to its own customers is solely for the benefit of
20 Verizon's customers, who order the service, use the service, and pay for the
21 service. NCC is not part of this equation. Moreover, Verizon does not offer CID
22 services to Verizon's own end users as a service to NCC or NCC's customers.
23 Any contention that NCC has an interest in the type or breadth of CID services

1 Verizon provides to Verizon's own customers is meritless. NCC's stance is akin
2 to asserting that other telecommunications carriers would have a claim against
3 Verizon anytime Verizon's customers lose dial tone for some reason, because the
4 service to those other carriers' customers is "impacted" when they cannot
5 complete calls to Verizon customers.

6
7 Moreover, Verizon strives to make the CID service that it provides to its own
8 customers robust, and to provide it as reasonably and economically as possible.
9 To that end, Verizon contracts with commercial third party aggregators to access
10 a broad universe of carriers' information in a commercially responsible and
11 efficient manner. Verizon also takes great care to educate its CID customers so
12 that they are aware that not every call will be displayed with a name and number.
13 If a carrier such as NCC makes a conscious business decision to limit the
14 availability of its customers' CNAM/LIDB data to a direct contract, then I believe
15 that it is that carrier's business decision. If there is any "deprivation," it would be
16 due to that carrier's decision to restrict its customer data to be accessed only
17 through a direct agreement. Verizon's business decision to purchase such data
18 less expensively from third party aggregators rather than by entering into direct
19 agreements with thousands of individual carriers is not a "deprivation."

20

21 **Q13. YOU HAVE INDICATED THAT VERIZON CONTRACTS WITH THIRD**
22 **PARTY DATA AGGREGATORS TO ACCESS THE CNAM/LIDB DATA**
23 **OF OTHER CARRIERS. WHAT HAPPENS WHEN A CALL IS PLACED**

1 **FROM ONE OF THE CARRIERS TO WHICH VERIZON DOES NOT**
2 **HAVE ACCESS TO ONE OF VERIZON'S CID SERVICE**
3 **SUBSCRIBERS?**

4 **A13.** The information displayed on the receiving end user's CID unit would depend on
5 a number of variables, including the type of switch the call came through, the
6 particular model of CID display unit the end user has, and whether the calling
7 number has been ported or not. Barring technical limitations, the called party
8 would not see the caller's name, and may get a message that says "Out of area" or
9 "Unavailable." The customer would still see the caller's phone number, and, if the
10 number has not been ported, Verizon also identifies the state of origin for CID
11 display.

12

13 **Q14. DOES VERIZON ADVISE ITS CUSTOMERS THAT THE CALLING**
14 **NAME AND/OR NUMBER INFORMATION MAY NOT ALWAYS BE**
15 **DISPLAYED FOR INCOMING CALLS?**

16 **A14.** Yes. Verizon advises its CID customers that the calling name and/or number may
17 not be displayed for every call received. This is communicated through Verizon's
18 website, through its tariffs, and through fulfillment information provided to the
19 customer after he/she elects to purchase the service. True and correct copies of
20 the pertinent website and tariff pages, along with Verizon's CID fulfillment
21 information, are appended hereto as **Attachment EG-2**.

22

1 **Q15. DOES VERIZON'S DECISION NOT TO PURCHASE LIDB AND CNAM**
2 **INFORMATION DIRECTLY FROM NCC ADVERSELY IMPACT IN**
3 **ANY WAY THE AVAILABILITY OF LOCAL EXCHANGE SERVICE TO**
4 **NCC'S CUSTOMERS IN ILLINOIS?**

5 **A15.** No. In Paragraphs 9 and 11 of the Complaint, respectively, NCC references its
6 interconnection agreement ("ICA") with Verizon and the "CNAM/LIDB
7 Contract" under which it can access Verizon's CNAM/LIDB data. True and
8 correct copies of the ICA and the CNAM/LIDB Contract are appended hereto as
9 **Attachment EG-3** and **Confidential Attachment EG-4**, respectively. Through
10 these agreements, NCC is able to obtain the services and leased facilities that
11 NCC needs from Verizon to offer local service to NCC's customers, including
12 NCC's CID services to NCC's customers, and the ability of NCC's customers to
13 place collect calls and third party billed calls to Verizon's customers. Moreover,
14 neither the ICA nor the CNAM/LIDB Contract contains any terms requiring
15 Verizon to purchase NCC's CNAM/LIDB data directly from NCC. Verizon has
16 honored its contractual commitments to NCC under both of these agreements, and
17 NCC admits that Verizon has not breached its interconnection agreement or
18 CNAM/LIDB Contract with NCC. *See* NCC's Response to DR-27 of Verizon's
19 First Set of Data Requests to NCC, included in Attachment EG-1.

20
21 **Q16. DOES NCC CURRENTLY HAVE ACCESS TO VERIZON'S CNAM/LIDB**
22 **DATA THROUGH A THIRD PARTY DATA AGGREGATOR?**

1 **A16.** Yes. Although NCC signed the CNAM/LIDB Contract with Verizon for direct
2 access to the CNAM/LIDB information of Verizon's customers on February 8,
3 2007, as alleged in ¶ 11 of the Complaint, NCC also has a contract with VeriSign
4 to obtain Verizon's CNAM/LIDB data. See NCC's Response to DR-15 of
5 Verizon's First Set of Data Requests to NCC, appended as part of Attachment
6 EG-1. Further, NCC has admitted in discovery that even since executing the
7 direct CNAM/LIDB Contract with Verizon, it has not "dipped," or queried
8 Verizon's CNAM/LIDB data under the CNAM/LIDB Contract, and instead
9 continues to access Verizon's data through VeriSign. See NCC's Responses to
10 DRs-45 and 46 of Verizon's Second Set of Data Requests to NCC. A true and
11 correct copy of NCC's Responses to Verizon's Second Set of Data Requests to
12 NCC is appended hereto as **Attachment EG-5**.

13
14 **Q17. WHY WOULD NCC SIGN THE CNAM/LIDB CONTRACT TO ACCESS**
15 **VERIZON'S CNAM/LIDB DATA DIRECTLY, BUT THEN CONTINUE**
16 **TO "DIP," OR QUERY VERIZON'S CNAM/LIDB DATA THROUGH**
17 **VERISIGN?**

18 **A17.** It seems strange. One possible explanation is that NCC signed the CNAM/LIDB
19 Contract not to enable it to "dip," or query Verizon's CNAM/LIDB directly, but
20 instead, to give NCC an ostensible reason to demand that Verizon sign a
21 reciprocal agreement, as NCC has done. It is certainly interesting that although
22 NCC's Complaint alleges that Verizon wrongly refused to sign a contract to
23 purchase NCC's CNAM/LIDB data directly from NCC (Complaint at ¶ 1),

1 NCC's request for relief seeks damages, costs and penalties, but not an order
2 requiring Verizon to execute such a contract. It would seem that NCC is
3 interested in financial gain, rather than obtaining the contract it purports to want.
4 It has also occurred to me that NCC may be seeking to capitalize upon the results
5 of its complaint against Verizon in ICC Docket 02-0147 and views this
6 proceeding as an opportunity to profit from filing a complaint predicated upon
7 NCC's alleged desire to enter into a contract for services that NCC had no real
8 intention of using, other than as a basis to demand that Verizon enter into
9 reciprocal one, and to file a complaint when Verizon declines.

10

11 **Q18. DOES VERIZON HAVE ACCESS TO NCC'S CNAM/LIDB DATA,**
12 **THROUGH A COMPETITIVE PROVIDER TODAY?**

13 **A18.** Yes. And as discussed below, it is extremely unlikely that NCC would cease to
14 store its CNAM/LIDB data with that third party aggregator.

15

16 **Q19. IS THERE ANY EVIDENCE OF HIGH CALL VOLUME BETWEEN NCC**
17 **AND VERIZON?**

18 **A19.** No. NCC's responses to discovery indicate that NCC has no residential or small
19 business customers in Illinois. NCC's Illinois customer base seems to consist
20 entirely of three accounts. *See* NCC's Responses to DRs 1, 2 and 3 of Verizon's
21 First Set of Data Requests to NCC, included in Attachment EG-1. NCC also
22 disclosed having only 96 total lines in Illinois. *See* NCC's Response to DR JZ
23 NCC-2 of Staff's First Set of Data Requests to NCC. A true and correct copy of

1 NCC's Responses to Staff's First Set of Data Requests to NCC is appended hereto
2 as **Attachment EG-6**. It would appear that call volume between Verizon's and
3 NCC's customers is consequently low. For example, in 2006, Verizon customers
4 placed no collect or third party billed calls to NCC customers. This moots NCC's
5 concerns of ostensible harm arising out of collect and third party calls being
6 placed by Verizon's customers to NCC's.

7

8 **Q20. WITH THIS IN MIND, PLEASE COMMENT ON NCC'S ALLEGED**
9 **CONCERNS ABOUT THE IMPACT OF VERIZON'S DECISION NOT TO**
10 **PURCHASE NCC'S CNAM/LIBD DATA DIRECTLY FROM NCC.**

11 **A20.** I believe they are purely speculative and hypothetical, at best. First of all, given
12 NCC's minimal presence in Illinois (three customers and 96 access lines),
13 Verizon has no practical reason to purchase NCC's CNAM/LIBD information
14 directly (or indirectly, for that matter). The costs of contract administration would
15 far exceed any "benefit" to Verizon. Moreover, as discussed below, only
16 potential decisions made *by NCC in the future* – not any decisions *already made*
17 *by Verizon* – might impact how the calling party name information associated
18 with NCC's customers would display on Verizon's end user customers' CID
19 units.

20

21 NCC admits that today, it stores its end user LIDB and CNAM with VeriSign.
22 *See* NCC's Response to DR-23 of Verizon's First Set of Data Requests to NCC,
23 included in Attachment EG-1. VeriSign is a third party vendor of NCC's own

1 choosing. Verizon did not require or compel NCC to enter into a contract with
2 VeriSign for storage of NCC customers' CNAM and LIDB information. Nor did
3 Verizon prevent NCC from storing that data itself. It should go without saying
4 that Verizon has no desire or ability to compel NCC to enter into contracts with
5 particular third party database providers. To the extent that the Complaint alleges
6 otherwise, I can confirm that the allegations of the Complaint are simply
7 inaccurate. Verizon neither insisted that NCC store NCC's CNAM/LIDB data in
8 any third party vendor's database, nor refused to allow NCC to store and provide
9 CNAM/LIDB information using NCC's own resources and facilities. NCC
10 appears to be attempting to mischaracterize Verizon's statement that Verizon only
11 "dips" data through third party data aggregators with which it has contracts as
12 some sort of mandate or demand on Verizon's part that NCC store and sell its
13 CNAM/LIDB data in a particular manner or with a particular vendor, and that is
14 simply untrue. Verizon's decision not to purchase a service from NCC does not
15 constitute a "prohibition" on NCC offering that service. NCC has no entitlement
16 to a guaranteed customer base for services that it claims it wishes to offer. Nor
17 does Verizon control whether NCC terminates its contract with VeriSign – that
18 decision is solely up to NCC and Verizon has never taken any stance on this issue.

19

20 **Q21. ARE NCC'S CLAIMS THAT VERIZON IS THE ONLY OBSTACLE TO**
21 **NCC WITHDRAWING ITS CNAM AND LIBD DATA FROM ITS**
22 **CURRENT STORAGE VENDOR CREDIBLE?**

1 **A21.** Not even remotely. While NCC attempts to characterize Verizon as the sole
2 reason that NCC stores its customers' CNAM/LIDB data with VeriSign, in
3 reality, NCC has admitted in discovery that it has *no* direct agreements with *any*
4 other telecommunications carriers for those carriers' direct purchase of NCC
5 customers' CNAM and LIDB data. *See* NCC's Response to DR-13 of Verizon's
6 First Set of Data Requests to NCC, included in Attachment EG-1. Thus, if NCC
7 decided to stop using its third party vendor, *no* carrier in Illinois – or across the
8 nation, for that matter – would have access to NCC's data (unless such carriers
9 subsequently signed a direct agreement with NCC). According to the ICC's
10 website (<http://www.icc.illinois.gov/industry/utility.aspx?type=lec>), there are
11 approximately 300 carriers (including NCC) that are certified to offer local
12 exchange service in Illinois. In addition to these hundreds of Illinois carriers,
13 there are thousands more nationwide whose CID services would not be able to
14 provide a name for an NCC customer-originated call if NCC pulled its data from
15 VeriSign. Given NCC's professed concerns regarding the impact of such actions
16 on its telemarketer customers, NCC's claims of future plans to do so are simply
17 not credible.

18
19 Moreover, to believe that NCC's three Illinois telemarketing customers restrict
20 their calls to individuals in Verizon's local service territory in Illinois, and hence,
21 that Verizon is the sole root of NCC's "problem," is pure fantasy. Even if
22 Verizon were forced to sign a direct agreement with NCC to purchase NCC's
23 CNAM and LIDB data, any call made by NCC's telemarketing customers to

1 individuals outside of Verizon's local service territory in Illinois would result in
2 the same perceived deprivation of service to NCC's telemarketing customers.
3 Given this, it strains credulity to think that NCC would terminate its contract with
4 VeriSign. However, if NCC did so, it would be solely due to NCC's actions that
5 its end users' CNAM and LIDB data would not be available, and not any fault of
6 Verizon's.

7

8 Finally, as I discuss below, there are technical impediments to NCC transmitting
9 its CNAM/LIDB data to others.

10

11 **Q22. IS CNAM OR LIDB SERVICE SUBJECT TO OVERSIGHT BY STATE**
12 **COMMISSIONS?**

13 **A22.** CNAM/LIDB databases are provisioned through national signaling networks, not
14 simply through intrastate signaling networks. My understanding is that LIDB is
15 federally regulated when provided by incumbent local exchange providers like
16 Verizon, and that CNAM is an unregulated service regardless of the provider. I
17 believe that the FCC has issued rulings on these services, but I am not aware of
18 any action by this commission over such interstate services.

19

20 **Q23. HAS THE FCC REVIEWED AND ISSUED A DECISION ON THIS**
21 **ISSUE?**

22 **A23.** Yes. Again, I am not an attorney, but I do have occasion to review pertinent FCC
23 rules and orders from time to time in the course of my duties. In the FCC's

1 *Triennial Review Order* (“*TRO*”), call-related databases were defined as “(i)
2 LIDB; (ii) CNAM; (iii) Toll Free Calling; (iv) LNP; (v) AIN; and (vi) E911.”¹

3 The FCC found that:

4 [C]ompetitive carriers that deploy their own switches are not impaired in any
5 market without access to incumbent LEC call-related databases, with the
6 exception of the 911 and E911 databases as discussed below. For carriers that
7 deploy their own switches, there is evidence in the record, that, along with
8 signaling, there are a substantial number of competitive suppliers of call-related
9 databases that competitive LECs can reliably utilize as an alternative to the
10 incumbent LEC’s services. Moreover, because competitive carriers access call-
11 related databases through signaling networks, it follows that since we found that
12 competitive carriers have alternative providers available and are not impaired
13 without access to unbundled signaling, competitive carriers are also not impaired
14 without access to call-related databases. (*TRO* at ¶ 551).

15

16 **Q24. WHAT IS YOUR INTERPRETATION OF THE FCC’S DECISION?**

17 **A24.** My layperson’s reading of the FCC’s decision indicates to me that the FCC
18 determined that call-related databases, including CNAM and LIDB, are
19 competitive offerings, in recognition of the fact that competitive carriers like NCC
20 have the option of obtaining Verizon’s CNAM and LIDB information (if they so
21 choose) either directly from Verizon, or alternatively, through a competitive
22 supplier. Similarly, I believe the reverse to be true: incumbent local exchange
23 carriers like Verizon have the option to obtain other carriers’ CNAM/LIDB data
24 (to the extent they chose to at all) either directly from those other carriers, or
25 alternatively, through a competitive supplier. The *TRO* also indicates that

¹ *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98, 98-147, Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, 18 FCC Rcd 16978 (2003); corrected by Errata, 18 FCC Rcd 19020 (2003), vacated and remanded in part, affirmed in part, *United States Telecom Ass’n v. FCC*, 359 F.3d 554 (D.C. Cir. 2004), cert. denied, 125 S.Ct. 313, 316, 345 (2004) (“*TRO*”) at ¶ 549.

1 competitive local exchange carriers are not impaired in the market by not
2 obtaining access to incumbent local exchange carriers' CNAM and LIDB data as
3 an unbundled network element. Therefore, neither NCC nor Verizon should be
4 compelled to sell its own CNAM/LIDB data, nor to purchase the other's
5 CNAM/LIDB data. This is a matter of business choice.

6

7 **Q25. YOU INDICATE THAT INCUMBENT LOCAL EXCHANGE CARRIERS**
8 **LIKE VERIZON HAVE THE OPTION TO OBTAIN OTHER CARRIERS'**
9 **CNAM/LIDB DATA (IF THEY CHOOSE TO) EITHER DIRECTLY, OR**
10 **ALTERNATIVELY, THROUGH A COMPETITIVE SUPPLIER. IS YOUR**
11 **BELIEF SHARED BY NCC?**

12 **A25.** Yes. Interestingly, NCC itself acknowledges that it is each interested carrier's
13 decision whether to obtain NCC's CNAM/LIDB data directly, or through a third
14 party vendor. *See* NCC's Response to DR-49 of Verizon's Third Set of Data
15 Requests to NCC, which states that "[w]hether other carriers purchase [NCC's
16 CNAM/LIDB data] directly from NCC or by accessing NCC's LIDB/CNAM data
17 through a third party will be a decision to be made by those carriers." A true and
18 correct copy of NCC's Responses to Verizon's Third Set of Data Requests to
19 NCC is appended hereto as **Attachment EG-7**. NCC's assertion that Verizon
20 should be forced to enter into a direct agreement with NCC to purchase NCC's
21 CNAM/LIDB data, but that all other carriers (including other incumbent local
22 exchange carriers) have a choice whether to do so directly, indirectly or not at all,
23 simply defies logic. NCC's accusations of discrimination are misdirected to

1 Verizon. NCC's own admissions in this proceeding suggest that if any party's
2 practices are discriminatory and anti-competitive, they are NCC's, given that
3 NCC apparently contends that Verizon should be held to a higher standard than
4 all other carriers.

5

6 **Q26. YOU INDICATED ABOVE THAT CARRIERS ACCESS CALL-RELATED**
7 **DATABASES THROUGH SIGNALING NETWORKS. WHAT DOES THIS**
8 **MEAN ?**

9 **A26.** In order to access a call-related database, such as CNAM or LIDB, the database
10 host needs to have a Signaling System – 7 (“SS7”) network. This is the signaling
11 protocol required to transmit CNAM/LIDB data across signaling networks.

12

13 **Q27. DOES NCC HAVE A SS7 NETWORK?**

14 **A27.** Although NCC initially claimed to have one (*see* NCC's Response to DR-38,
15 appended as part of Attachment EG-5), upon further probing from Verizon, NCC
16 has now admitted that it is currently using multi-frequency (“MF”) signaling and
17 gratuitously complains that it cannot afford to upgrade its network with SS7
18 capability unless Verizon is forced to subsidize the costs to build out NCC's
19 network. *See* NCC's Response to DR-51 of Verizon's Third Set of Data Requests
20 to NCC, appended as part of Attachment EG-7.

21

1 **Q28. IF NCC WERE TO HOST ITS OWN CNAM/LIDB DATABASE, AS IT**
2 **CLAIMS IT INTENDS TO DO, HOW WOULD VERIZON ACCESS THE**
3 **DATA, GIVEN THAT NCC DOES NOT HAVE A SS7 NETWORK?**

4 **A28.** Neither Verizon, nor any other carrier, would be able to directly access NCC's
5 CNAM/LIDB database because NCC is using MF signaling, and does not have
6 SS7 signaling capability. Using MF signaling, the only time the calling number is
7 transmitted is on originating Feature Group D calls. End-to-end transfer of
8 calling party number is an SS7 call establishment feature not generally available
9 with MF signaling.

10
11 **Q29. IS VERIZON REQUIRED TO OFFER CALLER ID SERVICES TO ITS**
12 **CUSTOMERS?**

13 **A29.** I am not an attorney. However, my understanding from my work in this area is
14 that Verizon is not required to offer CID services, although it is allowed to, if it so
15 chooses. Nor do I understand CID service to be a universal service mandate. *See*
16 *"Report and Order," In the Matter of Federal-State Joint Board on Universal*
17 *Service*, CC Docket 96-45, FCC 97-157 (rel. May 8, 1997) at ¶ 56 (*"Universal*
18 *Service Order"*). Nor is it a defined federal or state Lifeline or Link-Up service.
19 *See Universal Service Order* at ¶ 326; 83 Ill. Adm. Code § 757.

20
21 Moreover, the FCC determined in its *TRO* that the market for the call-related
22 database services required to support the provision of CID service, including
23 those used for CNAM and LIDB, was fully competitive throughout all states, and

1 therefore no longer required to be unbundled under the Federal
2 Telecommunications Act of 1996.² CID is simply an optional, competitive
3 service provided by Verizon to its own customers. By extension, the decision to
4 purchase or not purchase CNAM and LIDB data from competitive database
5 providers in order to offer such optional services is also optional.

6
7 In other words, despite the Complaint's allegations that Verizon's decision not to
8 purchase NCC's CNAM and LIDB data directly from NCC is "discriminatory,
9 anticompetitive and unlawful" (Complaint at ¶ 1), it is not discriminatory, because
10 Verizon does not purchase CNAM/LIDB data directly from any carrier. Nor is
11 Verizon's decision anticompetitive, because the FCC has declared CNAM/LIDB
12 services competitive precisely because they are available from multiple sources,
13 not exclusively through direct agreements. Finally, Verizon's decision to
14 purchase CNAM and LIDB data exclusively through third party aggregators is
15 lawful. Not only has the FCC acknowledged the option of purchasing such data
16 from third party aggregators, the FCC cited its availability from such vendors as
17 the basis for eliminating the prior requirement that CNAM and LIDB database
18 access be unbundled and available to competitive local exchange carriers at Total
19 Element Long Run Incremental Cost ("TELRIC") based rates. In light of the fact
20 that the FCC relieved incumbent local exchange carriers of their prior obligation
21 to unbundle such databases because of the competitive market in which CNAM
22 and LIDB data is available, NCC's claim that it is still somehow "discriminatory,

² See TRO at ¶¶ 552-54.

1 anticompetitive and unlawful” of Verizon to exercise its option to purchase that
2 data in that fully competitive market is simply nonsensical.

3

4 **Q30. NOTWITHSTANDING THAT VERIZON IS NOT REQUIRED BY LAW**
5 **TO PURCHASE CNAM AND LIDB DATA, WHY IS NCC’S DEMAND**
6 **NOT PRACTICABLE?**

7 **A30.** Certified local exchange carriers in Illinois operate under a single set of
8 administrative rules that apply to all such carriers. NCC’s rights are consistent
9 with the rights of other providers in Illinois that choose to host CNAM and LIDB
10 data. As noted above, there are literally hundreds of carriers (including NCC) that
11 are certified to offer local exchange service in Illinois. If the ICC agrees with
12 NCC’s contention that Verizon has some obligation to enter into a direct
13 agreement to purchase NCC’s CNAM/LIDB data, it is conceivable that many of
14 these other carriers will make similar demands to Verizon. Verizon could be
15 forced to enter into CNAM/LIDB data service contracts with multiple (and
16 possibly hundreds) of database providers. This scenario would be prohibitively
17 expensive and administratively impossible for Verizon to manage – the Company
18 would need to employ significant numbers of employees to negotiate, execute,
19 and manage thousands of such direct agreements. This is why there are third
20 party aggregators of such data whose sole business is entering into agreements to
21 obtain and provide this information to carriers with which they contract.

22

1 Moreover, if the ICC grants NCC's request that Verizon be compelled to purchase
2 CNAM/LIDB data directly from NCC, rather than from Verizon's provider of
3 choice, NCC has stated that it intends to file complaints pursuant to 220 ILCS
4 5/13-514 seeking to compel other Illinois carriers to do the same. *See* NCC's
5 Response to DR-41 of Verizon's Second Set of Interrogatories to NCC, included
6 in Attachment EG-5. Other carriers could follow NCC's lead. This would lead to
7 an onslaught of litigation before the ICC that will consume enormous resources,
8 without any customer benefit.

9

10 **Q31. YOU HAVE INDICATED THAT THERE IS NO REQUIREMENT THAT**
11 **VERIZON DIRECTLY QUERY NCC'S CNAM/LIDB DATABASE, AND**
12 **THAT IT WOULD BE INEFFECIENT FOR VERIZON TO ENTER INTO**
13 **A CONTRACT TO DO SO. ARE THERE OTHER BUSINESS**
14 **CONSIDERATIONS THAT COMPEL VERIZON'S DECISION?**

15 **A31.** Yes. Simply put, it would be wholly irrational and economically unsound for
16 Verizon to connect directly to NCC's CNAM/LIDB database, as Verizon would
17 be required to pay approximately 50% more to access NCC's CNAM and LIDB
18 data directly through NCC rather than through Verizon's chosen third party
19 database provider. Verizon enjoys volume discounts from such aggregators, and
20 CNAM/LIDB database hosts that offer CNAM/LIDB information for a single part
21 of a single state cannot offer volume discounts comparable to national
22 CNAM/LIDB information providers.

23

1 **Q32. HAS VERIZON REQUIRED THAT NCC HOST, STORE AND PROVIDE**
2 **ACCESS TO NCC'S LIDB AND CNAM DATA THROUGH EITHER**
3 **VERIZON OR A VERIZON-APPROVED THIRD PARTY?**

4 **A32.** No, and as I touched upon above, the allegations in the Complaint to the contrary
5 are simply NCC's self-serving misrepresentations of Verizon's position. Today,
6 NCC stores its CNAM and LIDB information with a third party vendor. While it
7 is true that Verizon currently has access to NCC's CNAM and LIDB data through
8 this vendor, it was NCC's (and not Verizon's) decision to contract with this
9 vendor. Verizon did not participate (either formally or informally) in NCC's
10 contract negotiations with the third party vendor. As such, Verizon has not (and
11 does not as a matter of practice) direct the execution of, or approve (on the behalf
12 of non-affiliates) third party CNAM and LIDB information providers.

13
14 In an effort to accommodate NCC's purported desire to withdraw its
15 CNAM/LIDB data from its outside vendor, Verizon did offer to store NCC's
16 CNAM and LIDB data in Verizon's CNAM/LIDB database free of charge, just as
17 Verizon offers to all other telecommunications carriers that wish to store their
18 CNAM/LIDB data with Verizon. Verizon negotiated in good faith with NCC and
19 extended this offer under the same rates, terms and conditions offered to every
20 other carrier with the same anticipated query volumes because Verizon believed it
21 would be a "win/win" arrangement for both companies. In addition to free
22 storage, NCC would also obtain, at no charge, value-added services including
23 updates to NCC's data, fraud monitoring of NCC's data, and the ability of NCC's

1 customers to make collect and third party billed calls, resulting in additional
2 savings and revenue for NCC. Similarly, Verizon could avoid potential costs
3 associated with using its third party vendor.

4

5 Verizon respects NCC's rights to store its customer CNAM and LIDB
6 information in a database of NCC's choosing. Verizon further respects NCC's
7 right to access CNAM and LIDB information from databases of NCC's choosing.
8 Verizon has never demanded that NCC purchase Verizon's CNAM and LIDB
9 data, nor has Verizon ever demanded that NCC store its CNAM and LIDB data at
10 a particular location. Likewise, Verizon intends and should have equal right to
11 store its customer CNAM and LIDB information in databases of the Company's
12 choosing and to determine which third party CNAM and LIDB databases it will
13 access in order to provide local service (including optional CID service) to
14 Verizon's own end users.

15

16 **Q33. NCC'S COMPLAINT ALSO CLAIMS THAT VERIZON IS "REFUSING**
17 **TO ALLOW NORTH COUNTY TO STORE AND PROVIDE LINE AND**
18 **CNAM INFORMATION USING NORTH COUNTY'S RESOURCES AND**
19 **FACILITIES." IS THIS TRUE?**

20 **A33.** No. NCC is free to store its own CNAM and LIDB and enter the market in
21 competition with other providers who serve the thousands of local carriers in the
22 country that offer CID services. As I mentioned earlier, however, CID is an
23 optional service that Verizon chooses to offer. As an optional service, Verizon can

1 make the service as comprehensive as Verizon deems commercially reasonable
2 and necessary to serve its own customers. NCC seems to believe, incorrectly, that
3 Verizon (and presumably all other incumbent and competitive local exchange
4 carriers in Illinois and across the country that offer CID) is somehow obligated to
5 buy NCC's CNAM/LIDB data simply because it is being offered for sale, or
6 because NCC has elected to execute a contract to purchase Verizon's
7 CNAM/LIDB directly (even though NCC has never made use of that contract).
8 This is not a case of "build it and they will come." Verizon is not refusing to
9 allow NCC to store CNAM/LIDB information using its own facilities. Verizon is
10 simply choosing not to incur an unnecessary expense to purchase NCC's
11 CNAM/LIDB directly from NCC, particularly given that it is more economical to
12 obtain it elsewhere.

13

14 **Q34. IN YOUR OPINION, WHY HAS NCC INSISTED THAT VERIZON**
15 **DIRECTLY ACCESS NCC'S OWN CNAM AND LIDB DATABASE,**
16 **SHOULD NCC EVER MAKE ONE AVAILABLE?**

17 **A34.** I can only conclude that NCC desires to have the ICC force Verizon, counter to
18 the competitive market recognized by the FCC, to purchase a service that Verizon
19 does not need, forcing Verizon to boost the profit margins on the
20 telecommunications services NCC provides to its telemarketing customers. NCC
21 admits that it does not provide telecommunications services to residential
22 customers in Illinois. *See* NCC's Response to DR-1 of Verizon's First Set of Data
23 Requests to NCC, included in Attachment EG-1. Nor does it appear that NCC

1 seeks to market services to residential customers.³ NCC further admits that each
2 of its three (3) business customers in Illinois operate inbound and outbound call
3 centers. *See* NCC's Response to DR-33 of Verizon's Second Set of Data Requests
4 to NCC, included in Attachment EG-5. By definition, each of these customers is
5 currently (or potentially) a high volume telecommunications user. In fact, NCC
6 acknowledges that it already considers two of these customers high volume
7 accounts. *Id.* NCC already receives a 40% revenue share from its chosen third
8 part aggregator without attendant expense, but if the ICC orders Verizon to
9 directly access NCC's CNAM and LIDB databases (if they ever become available
10 and NCC invests in SS7 signaling) NCC would presumably gain 100% of the
11 CNAM and LIDB revenues generated from queries to its own database. Those
12 queries would potentially rise with larger numbers of outbound telemarketing
13 calls from its three customers.

14
15 However, even if NCC might somehow increase its revenue through CNAM and
16 LIDB hosting services, there would be no corresponding customer benefit. As
17 detailed above, neither Verizon's or NCC's customers would benefit from such an
18 arrangement, because their services would not be affected by the change in
19 database hosting. Any ICC mandates that would force Verizon to enter into a
20 contract to access NCC's database directly would merely create a government
21 sponsored subsidy and facilitate a shift in revenue from certain competitors

³ NCC's website (http://www.nccom.com/about_us.html) states that "North County Communication is a phone company providing a wide variety of services to businesses. We specialize in high volume business customers and customers wanting custom solutions to meet their needs."

1 (CNAM and LIDB database hosting companies) to others (companies like NCC
2 that specialize in providing high volume telecommunications services to business
3 customers).

4

5 **Q35. NCC ASSERTS IN ITS DISCOVERY RESPONSES THAT "NCC'S**
6 **CUSTOMERS AND VERIZON'S CUSTOMERS "WILL BE VERY UPSET**
7 **WHEN VERIZON STOPS DISPLAYING, ON VERIZON'S CUSTOMERS'**
8 **CALLER ID DISPLAYS, NCC'S CALLING PARTY'S NAME DATA**
9 **(AFTER ALL VERIZON'S CUSTOMERS ARE PAYING FOR A**
10 **SERVICE THEY WILL NOT ALWAYS BE GETTING)." DO YOU HAVE**
11 **ANY COMMENTS?**

12 **A35.** First of all, as noted above, Verizon fully educates its customers that with CID
13 service, the name and/or number may not be displayed for every call received.
14 This is communicated through Verizon's website, through its tariffs, and through
15 fulfillment information provided to the customer after he/she elects to purchase
16 the service. Verizon has received no customer complaints on this issue. In my
17 experience, telemarketing calls are unwelcome to many customers because they
18 are telemarketing calls, regardless of whether or not there is an associated full
19 CID display.

20

21 Secondly, in order to prevent any perceived customer impacts, Verizon has
22 offered to store NCC's data at no charge. Despite the fact that this would
23 remediate any alleged "detriment" to NCC's customers (who are not involved in

1 nor intended beneficiaries of, the contractual relationship between Verizon and its
2 CID customers) NCC declined Verizon's offer. Given this, it is difficult to accept
3 that NCC has its own customers' (not to mention Verizon's customers') best
4 interests at heart.

5

6 **Q36. GIVEN ITS PROFESSED CONCERN ABOUT ITS CNAM/LIDB DATA**
7 **BEING AVAILABLE TO VERIZON, WHY DID NCC DECLINE**
8 **VERIZON'S OFFER TO STORE ITS CNAM/LIDB DATA?**

9 **A36.** The facts suggest that NCC simply was not satisfied with the proposed financial
10 arrangement, which is the same arrangement Verizon offers to all other
11 telecommunications carriers with the same anticipated CNAM/LIDB query
12 volume levels. That is, based on anticipated query volumes, the cost to Verizon of
13 storage and associated tracking and administration for NCC's data was not
14 justified by the anticipated query volume to NCC's data, so Verizon was not able
15 to offer NCC a revenue sharing option. Verizon's offer did include built-in
16 protection against NCC fraud losses. Verizon would have monitored activity on
17 the accounts, updated account information, and facilitated the ability for NCC
18 customers to make collect and third party calls, which could have led to additional
19 revenues for NCC. In addition, Verizon's CNAM/LIDB storage offer would have
20 provided calling party name information to NCC's CID customers, all at no
21 charge to NCC. Thus, while Verizon did not offer to share CNAM/LIDB query
22 revenue with NCC, Verizon's offer to store NCC's CNAM/LIDB data at no

1 charge was extensive, fair, and most importantly, provided NCC with an
2 additional competitive alternative for the storage of its CNAM/LIDB data.
3

4 **Q37. YOUR RESPONSES THUS FAR HAVE FOCUSED ON CID AND CNAM.**
5 **WILL VERIZON'S REFUSAL TO PURCHASE NCC'S LIDB DATA**
6 **DEPRIVE NCC CUSTOMERS OF ANY SERVICES?**

7 **A37.** No, and NCC's claims to the contrary are disingenuous. With the proliferation of
8 cell phones, operator assisted calls are a dying business. Moreover, they are
9 practically exclusively a residential customer type of service. During calendar
10 year 2006, Verizon had an inconsequential number of collect and third party
11 billed calls. Significantly, *none* of these operator assisted calls were directed to
12 NCC's customers, mooted NCC's professed concerns about the inability of
13 Verizon's customers to place collect or third party billed calls to NCC's
14 customers. Moreover, Verizon has provided discovery responses confirming that
15 Verizon will process operator assisted and third-party originated calls made by
16 Verizon customers to other carriers' customers (including end user customers of
17 NCC) even in the absence of LIDB, provided that those other carriers are willing
18 to enter into the appropriate billing agreements with Verizon, and provided the
19 billed party concurs in accepting the charges at the time the call is placed.
20

21 **Q38. DOES THE NATURE OF NCC'S CUSTOMER BASE HAVE ANY**
22 **RELEVANCE TO NCC'S PROFESSED CONCERNS REGARDING LIDB?**

1 **A38.** Yes, it does. Importantly, as noted above, each of NCC's three customers within
2 the state of Illinois is in the telemarketing business. Telemarketers routinely (if
3 not exclusively) utilize outbound direct dial or inbound toll-free services, not
4 inbound collect or third party calls. It would not be the industry norm for a
5 telemarketer (i.e., an NCC customer) to accept collect or third party billed calls.

6

7 **Q39. NCC STATES THAT IT DOES NOT KNOW HOW MANY CNAM AND**
8 **LIDB QUERIES IT HAS RECEIVED IN ILLINOIS OVER THE PAST**
9 **TWO YEARS. WHY IS THIS IMPORTANT?**

10 **A39.** NCC has admitted in discovery that it has no idea how many CNAM and LIDB
11 queries it has received from Verizon, or from all carriers collectively within the
12 state of Illinois, in the past two years. *See* NCC's Response to DR-35 of
13 Verizon's Second Set of Data Requests to NCC, included in Attachment EG-5.
14 What *is* known is that, as discussed above, NCC has only three customers in
15 Illinois, which collectively have a total of 96 lines. This underscores that NCC's
16 Complaint is much ado about nothing.

17

18 **Q40. WHAT IS YOUR RECOMMENDATION TO THE ICC?**

19 **A40.** The ICC should recognize the wholly baseless nature of NCC's Complaint and
20 dismiss NCC's Complaint and rule in favor of Verizon in this proceeding.

21

22 **Q41. PLEASE SUMMARIZE YOUR DIRECT TESTIMONY.**

1 **A41.** Despite the FCC's clear recognition of the competitive market for CNAM/LIDB
2 data, NCC has brought a complaint claiming not only that Verizon must buy
3 NCC's CNAM/LIDB data simply because NCC chose to buy Verizon's, but that
4 Verizon must buy that data directly from NCC. NCC is effectively alleging that
5 Verizon does not have the right to purchase CNAM/LIDB from Verizon's chosen
6 provider(s), and that NCC can force Verizon to purchase an optional service
7 simply because NCC wishes to sell it. In an effort to support its claims, NCC
8 falsely claims that Verizon forced NCC to store NCC's CNAM/LIDB data with a
9 particular third party aggregator, and that Verizon will not permit NCC to house
10 and store NCC's own CNAM/LIDB data. NCC's allegations are simply untrue.
11 Verizon does not and cannot issue dictates to other telecommunications carriers
12 about where and how to buy, store and sell their CNAM/LIDB data, and has not
13 done so to NCC.

14
15 NCC also falsely contends that services to its customers will be diminished if
16 Verizon is not compelled to purchase NCC's CNAM/LIDB directly. This too is
17 incorrect. First, Verizon is under no obligation to offer CID services at all. To
18 the extent Verizon chooses to do so, however, it offers them to Verizon's own
19 customers, for the sole benefit of those customers. Neither NCC nor its customers
20 pay for Verizon's provision of CID services to Verizon's customers, are intended
21 beneficiaries of Verizon's CID services, or have any right to inject themselves
22 into the contractual relationship between Verizon and Verizon's CID customers.
23 Verizon informs its customers about the possible limitations of their CID service.

1 Moreover, there is no indication that NCC's three Illinois customers have even
2 made calls to Verizon customers that subscribe to CID service.

3

4 Finally, the alleged "harms" of which NCC complains are purely hypothetical and
5 speculative because they are dependent upon NCC's professed desire to pull its
6 CNAM/LIDB data from VeriSign, hosting its own CNAM/LIDB database, and
7 compel other telecommunications carriers to execute contracts for their purchase
8 of NCC data. NCC has admitted that it has no such direct agreements in place.
9 NCC has also admitted that it has not invested in the SS7 signaling capabilities
10 necessary to host and transmit its own CNAM/LIDB data even if it were to host it.
11 As such, any contention by NCC that it would pull its CNAM/LIDB data from
12 VeriSign is simply not credible, because if NCC did so, no carrier nationwide
13 would be able to query NCC's CNAM/LIDB data.

14

15 Verizon's CID offerings are an issue between Verizon and Verizon's customers.
16 NCC has no place attempting to dictate how, and to what extent, Verizon offers
17 this service. NCC's claims are baseless and the ICC should reject them.

18

19 **Q42. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

20 **A42.** Yes.

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

NORTH COUNTY COMMUNICATIONS)
CORPORATION)
)
Complainant,)
)
vs.)
)
VERIZON NORTH, INC. and VERIZON)
SOUTH, INC.)
)
Respondents)
)

Docket No. 07-0428

NOTICE OF FILING

Please take notice that on September 25, 2007, I caused the "Direct Testimony of Edward Googe" in the above-captioned matter to be filed electronically with the Illinois Commerce Commission via its E-Docket system.


Deborah Kuhn

CERTIFICATE OF SERVICE

I, Deborah Kuhn, certify that I caused the "Direct Testimony of Edward Googe" together with a Notice of Filing, to be served upon all parties on the attached service list on this 25th day of September, 2007, by electronic mail.


Deborah Kuhn

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