

COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION

233

----- x
: Core Communications, Inc. :
: v. Verizon Pennsylvania, Inc. :
: Core Communications, Inc. :
: v. Verizon North, Inc. :
: Interconnection Agreement Dispute. :

: Docket Nos.
: C-2011-2253750
: C-2011-2253787

Evidentiary Hearing.

ORIGINAL

----- x
Pages 233 through 439

Hearing Room 2
Commonwealth Keystone Building
Harrisburg, Pennsylvania

Tuesday, December 4, 2012

Met, pursuant to notice, at 10:00 a.m.

BEFORE:

SUSAN D. COLWELL, Administrative Law Judge

APPEARANCES:

MICHAEL A. GRUIN, Esquire
Stevens & Lee P.C.
17 North Second Street, 16th Floor
P. O. Box 11670
Harrisburg, Pennsylvania 17108
(For Core Communications, Inc.)

SUZAN D. PAIVA, Esquire
1717 Arch Street, Floor 3
Philadelphia, Pennsylvania 19103
(For Verizon Pennsylvania, Inc. and
Verizon North, Inc.)

RECEIVED
2012 DEC 11 PM 12:09
SECRETARY'S BUREAU

Commonwealth Reporting Company, Inc.
700 Lisburn Road
Camp Hill, Pennsylvania 17011

APPEARANCES (Continued):

DEBORAH KUHN, Esquire
205 North Michigan Avenue, Seventh Floor
Chicago, Illinois 60601
(For Verizon Pennsylvania, Inc. and
Verizon North, Inc.)

-0-

-0-

Commonwealth Reporting Company, Inc.

700 Lisburn Road
Camp Hill, Pennsylvania 17011

(717) 761-7150

1-800-334-1063

WITNESS INDEX

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

<u>WITNESS</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>
Christopher F. Van de Verg and Bret L. Mingo				
By Mr. Gruin	241	--	415	--
By Ms. Kuhn	257	--	--	431
By Ms. Paiva	--	376	--	--

Any reproduction of this transcript
is prohibited without authorization
by the certifying reporter.

-0-

EXHIBIT INDEX

<u>NUMBER</u>	<u>FOR IDENTIFICATION</u>	<u>IN EVIDENCE</u>
<u>Core Statement</u>		
✓1.0 (Mingo - Direct, with Exhibits BLM-1 through BLM-7)	243	438
✓2.0 (Van de Verg - Direct, with Exhibits CFV-1 through CFV-11)	243	438
✓3.0 (Mingo and Van de Verg - Rebuttal, with Exhibits R-1 through R-28)	243	438
✓4.0 (Mingo and Van de Verg - Surrebuttal, with Exhibits SR-1 through SR-5)	243	438
<u>Core Redirect Exhibit</u>		
✓1 (NANPA Feature Group D CIC Report)	422	437
<u>Verizon Cross-Examination Exhibit</u>		
✓1 (Core 2011 Annual Report)	262	415
✓2 (VZ-RFA II-1)	281	415
✓3 (VZ-IV-7)	284	415
✓4 (Petition for Limited Waiver of Verizon)	289	(not received)
✓5 (VZ-IV-1)	294	415
✓6 (VZ-V-6)	300	415
✓7 (VZ-IV-8)	332	415
✓8 (VZ-V-7)	335	415

EXHIBIT INDEX (Continued)

<u>NUMBER</u>	<u>FOR IDENTIFICATION</u>	<u>IN EVIDENCE</u>
<u>Verizon Cross-Examination Exhibit</u>		
✓ 9	(Gates - Rebuttal in A-310922F7002)	342 415
✓ 10	(VZ-V-3 and 4)	344 415
✓ 11	(Section 5.2.2, Core's PA PUC Tariff No. 4, Original Sheet No. 49)	350 415
✓ 12	(Core's PA PUC Tariff No. 4, Supplement No. 1, Original Sheets Nos. 52.10, 52.28, 52.34, 52.5 and 52.12)	352 415
✓ 13	(PUC Statement of Policy, Docket No. I-00020093)	359 415
✓ 14	(PUC Opinion and Order, Docket Nos. A-310922F002 AmA and AmB)	360 415
✓ 15	(VZ-I-9 through 11)	360 415
✓ 16	(Gates - Direct in A-310922F7002)	360 415
✓ 17	(Core Reply Brief in A-310922F7004)	361 415

Any reproduction of this transcript
is prohibited without authorization
by the certifying reporter.

-0-

1 Q. Mr. Van de Verg, do you have before you the
2 prefiled testimony that's been marked as Core Statement 2.0,
3 direct testimony of Chris Van de Verg, Core Statement 3.0,
4 rebuttal testimony of Bret Mingo and Chris Van de Verg, and
5 Core Statement 4.0, surrebuttal testimony of Bret Mingo and
6 Chris Van de Verg?

7 A. (Van de Verg) Yes, I do.

8 Q. And was this testimony prepared by you or under
9 your direct supervision?

10 A. (Van de Verg) Yes, it was.

11 Q. And if you were asked the same questions today,
12 would you be able to provide the same answers?

13 A. (Van de Verg) Yes, I would.

14 Q. And are the answers factual and accurate to the
15 best of your knowledge, information and belief?

16 A. (Van de Verg) Yes, they are.

17 (Whereupon, the documents were
18 marked as Core Statements Nos. 1.0,
19 2.0, 3.0 and 4.0 and Exhibits BLM-1
20 through BLM-7 and CFV-1 through
21 CFV-11 and Core Exhibits R-1
22 through R-28 and SR-1 through SR-5
23 for identification.)

24 BY MR. GRUIN:

25 Q. Now, are there any corrections or modifications

P R O C E E D I N G S

1
2 ADMINISTRATIVE LAW JUDGE SUSAN D. COLWELL: This is
3 the time and the place set for the evidentiary hearings in
4 the case captioned Core Communications versus Verizon
5 Pennsylvania, Inc., and Verizon North, Inc., at Docket
6 Number C-2011-2253750 and C-2011-2253787. I am
7 Administrative Law Judge Susan Colwell assigned to preside
8 in this matter.

9 I note for the record the attendance of the following
10 counsel. On behalf of Verizon, Suzan Paiva and Deborah
11 Kuhn, and on behalf of Core, Michael Gruin.

12 All right. What we have in front of us before we
13 even get started is a motion to strike a portion of the
14 testimony. You can argue it if you want, but I'm telling
15 you now that I'm going to deny it, so it would be wasting
16 your time. Okay?

17 MR. GRUIN: That's fine, Your Honor. Can I say a few
18 words about it, though?

19 JUDGE COLWELL: You may.

20 MR. GRUIN: I recognize that it was unlikely you
21 would grant the motion to strike. We filed it because, as
22 set forth in our motion, we thought these cases were five
23 years old. Verizon knew about the cases, could have raised
24 them in direct or rebuttal or even on cross, all of which
25 would have given Core a chance to respond to those points

1 that they raised.

2 We think that adding these issues and exhibits to the
3 record at the 11th hour is unnecessary and complicates
4 what's already a complicated and lengthy record and just
5 adds more issues for briefing, for the hearing, for possible
6 exceptions, et cetera.

7 Therefore, if the testimony is not stricken, we would
8 just ask for a few minutes of oral rejoinder. We're
9 prepared to do that. It would be five to ten minutes at the
10 top to allow Core to briefly respond to what we think are
11 some mischaracterizations and some incompleteness of
12 Verizon's points. That would address both the due process
13 and fairness concerns that we raised in our motion, but
14 also, we think it really would streamline the record because
15 it would clear up some confusion about those cases and what
16 they really represent.

17 JUDGE COLWELL: I have no problem with you responding
18 to what was there. Okay?

19 MS. PAIVA: And we wouldn't object to that as long as
20 we have the right to cross on the oral rejoinder.

21 JUDGE COLWELL: Yes, you do. You can go on all day
22 if you want. I have known telephone cases that do that. I
23 would prefer that not happen, but --

24 MS. PAIVA: We'll try not to do that.

25 JUDGE COLWELL: Okay. All right. Then at this

1 point, we're going to begin with the presentation of the
2 testimony.

3 Mr. Gruin.

4 MR. GRUIN: Thank you, Your Honor. I would call as a
5 panel Christopher F. Van de Verg and Bret L. Mingo on behalf
6 of Core.

7 JUDGE COLWELL: How do you want to do that?

8 MR. GRUIN: Well, if we can fit them both up at the
9 witness stand, which looks like it might be tight, that
10 would be ideal.

11 JUDGE COLWELL: It might, in fact.

12 MR. GRUIN: If not, I could do the examination at the
13 table here.

14 JUDGE COLWELL: I have no problem with you doing it
15 from the table as long as you don't at any time reach over
16 and point to something.

17 MR. GRUIN: Sure. I'll keep my distance. I think
18 Verizon will have the same problem when they testify as
19 well. I would have no objection to them using the table.

20 MS. PAIVA: What are you going to do?

21 MR. GRUIN: I'm just going to have them sit here
22 beside me together while I'm doing the examination, because
23 there's not enough room up in the witness box.

24 JUDGE COLWELL: Mr. Kelly, are you okay with that?

25 COURT REPORTER: May we go off the record?

1 JUDGE COLWELL: Yes.

2 (Discussion off the record.)

3 JUDGE COLWELL: Back on the record.

4 Would you raise your right hands, please?

5 Whereupon,

6 CHRISTOPHER F. VAN DE VERG and BRET L. MINGO
7 having been duly sworn, testified as follows:

8 JUDGE COLWELL: Thank you. Please be seated, and I
9 must warn you you may not speak over each other. You have
10 to take turns. You have to give Mr. Kelly here an
11 opportunity to write down in his notes who's answering the
12 question. So speak slowly. Take turns. Don't whisper to
13 each other, because we'll have to put a stop to that. Okay?
14 Any questions?

15 WITNESS VAN DE VERG: No.

16 JUDGE COLWELL: All right. Mr. Gruin.

17 MR. GRUIN: Thank you, Your Honor.

18 DIRECT EXAMINATION

19 BY MR. GRUIN:

20 Q. Would you both please state your names,
21 occupations and business address for the record?

22 A. (Mingo) My name is Bret Mingo. I'm the CEO of
23 Core Communications.

24 JUDGE COLWELL: You need to use the microphone, sir.
25 Is it on?

1 MR. GRUIN: Make sure the green light is on, Bret.

2 WITNESS MINGO: My name is Bret Mingo. I'm the CEO
3 of Core Communications, Inc.; business address 209 West
4 Street, Suite 302, Annapolis, Maryland, 21401.

5 WITNESS VAN DE VERG: And my name is Chris Van de
6 Verg, and I have the same business address. I am general
7 counsel with Core.

8 BY MR. GRUIN:

9 Q. Mr. Mingo, do you have before you the pre-served
10 testimony that has been marked as Core Statement 1, the
11 direct testimony of Bret Mingo, along with seven exhibits,
12 Core Statement 3.0, the rebuttal testimony of Bret Mingo
13 and Christopher Van de Verg, including 28 exhibits, and Core
14 Statement 4.0, the surrebuttal testimony of Chris Van de
15 Verg and Bret Mingo, including five exhibits?

16 A. (Mingo) Yes, I do.

17 Q. And was this testimony prepared by you or under
18 your direct supervision?

19 A. (Mingo) Yes.

20 Q. And if you were asked the same questions today,
21 would you be able to provide the same answers?

22 A. (Mingo) Yes.

23 Q. And are the answers factual and accurate to the
24 best of your knowledge, information and belief?

25 A. (Mingo) Yes, they are.

1 that need to be made to your testimony at this time?

2 A. (Van de Verg) Yes.

3 Q. Please walk us through them starting with
4 Statement 1.0, direct testimony of Bret Mingo.

5 A. (Mingo) The first one is in my direct testimony
6 on page 10, line 8. We want to insert the word "we" in
7 between "which we have attempted to order since 2001."

8 On page 11, line 16, we are missing the word "the" in
9 "all of the ATCTs."

10 Page 13, line 8, we misspelled "mixing." We have an
11 extra "e." Apparently we already corrected that.

12 Page 21, line 5, "had not opted into" rather than
13 just "opted in."

14 Page 27, line 9, "to whom the central office code is
15 assigned."

16 JUDGE COLWELL: Are you taking out a phrase?

17 WITNESS MINGO: We added "is assigned" before the
18 comma. "To whom the number's thousand block or central
19 office code is assigned."

20 JUDGE COLWELL: Okay. Thank you.

21 BY MR. GRUIN:

22 Q. Mr. Van de Verg, do you have any corrections?

23 A. (Van de Verg) Yes. On my Statement 2.0, page
24 15, line 7, the rate should be ".0007."

25 In the rebuttal testimony, page 21, line 3, the term

1 "local interconnection" is missing the letter "i."

2 Page 44, line 16, the word "originated carrier"
3 should be "originating carrier."

4 Page 48, line 22, it should say "EMI records at 211"
5 instead of 207 characters.

6 Page 57, line 12, the Verizon interstate access rate
7 should be ".005." And on the following line 13, it should
8 say "yields a ratio of 0.14 and a figure of \$7,700."

9 Finally, in the surrebuttal, there's one correction.
10 Page 4, line 17, the question should read, "Why does Core
11 want Verizon to pass." The word "to" is missing.

12 Those are all the corrections.

13 MR. GRUIN: Thank you very much. At this time, Your
14 Honor, I would like to do the oral rejoinder that we
15 discussed previously.

16 JUDGE COLWELL: Okay. Go ahead.

17 MR. GRUIN: Thank you.

18 BY MR. GRUIN:

19 Q. Mr. Mingo and Mr. Van de Verg, the purpose of
20 this oral rejoinder is to respond to the testimony that Core
21 moved to have stricken from Verizon's surrebuttal testimony
22 related to the discussion of the various interconnection
23 arbitrations with the rural ILECs in Pennsylvania, sometimes
24 referred to as RLECs, and also some of the statements about
25 the Core complaint against AT&T Communications.

1 Mr. Van de Verg, were you a witness in the
2 Windstream/Core arbitration?

3 A. (Van de Verg) Yes, I was.

4 Q. Verizon indicated in their surrebuttal that Core
5 initiated that arbitration in order to prolong its ability
6 to receive transited traffic from Windstream, the Windstream
7 ILEC or Windstream RLEC more accurately --

8 MS. PAIVA: Objection. I think that mischaracterizes
9 what we said. We said that you made an argument that had
10 that effect, but not that you initiated the arbitration for
11 that purpose.

12 MR. GRUIN: I'll rephrase the question, Your Honor.

13 JUDGE COLWELL: Thank you.

14 BY MR. GRUIN:

15 Q. Verizon in their surrebuttal testimony made an
16 argument that Core was arguing in that Windstream
17 arbitration to prolong its ability to receive transited
18 traffic from Verizon's tandems. Is that accurate?

19 A. (Van de Verg) Based on my experience in that
20 case and my knowledge, we were not receiving and Windstream
21 never alleged that they were sending us traffic in that
22 case. So it was really a completely forward-looking
23 exercise, and it's still before the Commission to this day.

24 Q. Has Core established a direct interconnection
25 with Windstream at this point in time?

1 A. (Van de Verg) No.

2 Q. Verizon alleged that Core argued in the
3 Windstream arbitration that Windstream must be required to
4 transmit local interconnection traffic to Core via Verizon
5 tandems and not through direct interconnection arrangements.
6 Is that what Core argued in that Windstream case?

7 A. (Van de Verg) No. The thrust of our argument
8 in that case was each party as the originating carrier had a
9 duty to get their traffic to the IP on the other carrier's
10 network, and whatever means they wanted to do that, whether
11 they wanted to use Verizon or somebody else or establish a
12 direct trunk into Core was fine by us, and we would have the
13 same ability to choose between different methods.

14 Q. Okay. Mr. Mingo, in Verizon's surrebuttal, they
15 allege that Core knew it was receiving traffic indirectly
16 from Embarq, now CenturyLink, through Verizon's tandems
17 because Embarq said that in its testimony in the arbitration
18 case.

19 Did Verizon also know about this traffic to the best
20 of your knowledge?

21 A. (Mingo) Absolutely.

22 Q. How can you say that?

23 A. (Mingo) At one point we were handling a ticket
24 involving a number of busy signals coming from a customer
25 who said they were dialing from Embarq territory, Bedford in

1 particular, and when we discussed it with CenturyLink, they
2 said that they and Verizon knew about congestion between
3 them in the Verizon tandem. So it was pretty apparent that
4 everyone knew that traffic was transiting. It was
5 eventually fixed and we no longer had a trouble ticket.

6 Q. Was this an issue in the Embarq arbitration?

7 A. (Mingo) A good deal of the reason why we wanted
8 to enter into direct interconnection or enter into
9 interconnections was we would have the ability when traffic
10 made sense to be able to control the amount of trunking
11 between in particular Embarq and ourselves. It is not
12 efficient to have Verizon in the middle especially when
13 they're charging transit fees, and it only makes sense when
14 the volume levels are low.

15 We had no idea what kind of traffic volume it was,
16 but we definitely wanted the ability to submit direct
17 trouble tickets to CenturyLink. It would only make sense.

18 Q. You said you had no idea of the volume of the
19 traffic. Did Embarq or Verizon ever quantify the volume of
20 traffic so that you could bill Embarq for that traffic?

21 A. (Mingo) Not in any way that I understood, no.
22 I understand there may be some number they alleged in a
23 proceeding, but no one ever looked at it.

24 Q. Did Verizon ever transmit EMI records with this
25 traffic?

1 A. (Mingo) No. We haven't seen any CenturyLink
2 EMI records until relatively recently, and I pulled the
3 number for October 2012, the most recent full set of the EMI
4 records, and for the Embarq OCN, it was a whopping 2,474
5 minutes, which if you multiply it times 0007, that's under
6 \$2.00.

7 Q. Did Embarq send you records to allow you to bill
8 Embarq for that traffic?

9 A. (Mingo) No.

10 Q. Not focusing on the current traffic you just
11 mentioned, but focusing more on the Embarq traffic that was
12 at issue during the ICA arbitrations, did Verizon ever
13 demand that Core not bill Verizon for that traffic?

14 A. (Mingo) No. This is something that's only come
15 up in this case.

16 Q. So did Core ever bill Embarq for any of that
17 traffic that it was receiving from Embarq via the Verizon
18 tandem?

19 A. (Mingo) No, we did not, not until this year
20 when the first trickle of minutes showed up, and at that end
21 of the day, we don't know where Verizon gets the traffic
22 from. That's the key part here. They have to tell us.

23 Q. Has Core billed Windstream for any traffic it
24 received via the Verizon tandem?

25 A. (Mingo) Not the Windstream RLECs; only the

1 Windstream CLECs, which they acquired this year.

2 Q. Did Core ever bill any other rural ILEC for
3 traffic it received indirectly via the Verizon tandem?

4 A. (Mingo) Not until recently, no.

5 Q. Switching to the AT&T complaint case, did Core
6 bill AT&T based on EMI records that it received from
7 Verizon?

8 A. (Mingo) Absolutely, and only EMI records we
9 received from Verizon.

10 Q. When did Core learn that AT&T was sending
11 traffic to Core via the Verizon tandem?

12 A. (Mingo) When we did our analysis of the EMI
13 records, which I recall was 2007.

14 Q. Okay. When did you begin to bill AT&T for that
15 traffic?

16 A. (Mingo) I believe we got the invoices out in
17 2008.

18 JUDGE COLWELL: I'm sorry. I didn't hear what you
19 said.

20 WITNESS MINGO: I said I believe we got the invoices
21 out in 2008.

22 JUDGE COLWELL: 2008. Thank you.

23 WITNESS MINGO: One thing worth noting in the AT&T
24 situation, the complaint that we have on file with them is
25 mostly from the period of 2004 to 2008. The numbers were

1 plummeting in 2008 already. The vast majority of the
2 minutes were 2006 and 2007. I don't know what they did,
3 what their business plan was, but the numbers on the issue
4 in that complaint case are completely de minimis now and
5 were plummeting fast in 2008.

6 BY MR. GRUIN:

7 Q. Okay. I just want to remind you to speak a
8 little louder and a little slower.

9 A. (Mingo) My normal speech pattern is a little
10 faster. Sorry.

11 Q. That's fine. Could you repeat the time period
12 that you said that your bills to AT&T covered, the bills
13 that were involved in the AT&T complaint case?

14 A. (Mingo) Yes. The AT&T complaint case involved
15 minutes from 2004 to 2008. The vast majority of the minutes
16 were 2006 and 2007, and by early 2008, they were plummeting
17 to a tune of double digit percentage per month. They were
18 exiting the business. I don't know what it was.

19 Q. How did you identify that this was AT&T traffic
20 in the EMI records?

21 A. (Mingo) Very straight forward. AT&T has a few
22 CIC codes.

23 Q. When you say CIC codes, can you --

24 A. (Mingo) CIC codes are the carrier
25 identification codes that IXC's are given. They had 0288,

1 which AT&T has paid all along, and they had CIC 0292, which
2 is the Teleport Communications Group or TCG CIC code that
3 had -- they're both a CLEC, a competitive access provider,
4 and an IXC.

5 Q. Okay. Did Core also bill Verizon for the same
6 AT&T traffic?

7 A. (Mingo) No.

8 Q. How do you know that?

9 A. (Mingo) We all recognized that the ACTs are the
10 trunk groups in which IXC traffic comes in. So Verizon
11 marked this as CIC 0292. Consequently, it's logical to
12 recognize that the IXC groups were the ones where this
13 traffic flowed. They themselves say that.

14 So since we never billed for any of the traffic on
15 the ACTs or ATCs -- I keep confusing those two -- it makes
16 sense that we didn't bill them.

17 MR. GRUIN: Your Honor, I have no further questions
18 for either of these witnesses, and I would just move for the
19 admission of Statements 1, 2, 3 and 4 and associated
20 exhibits subject to cross-examination.

21 JUDGE COLWELL: Subject to cross.

22 MS. KUHN: Your Honor, before we begin cross, we
23 wanted to move to strike a couple of limited portions of
24 some of Core's testimony.

25 JUDGE COLWELL: All right.

1 MS. KUHN: The first piece was Core Statement 2.0,
2 which is the direct testimony of Christopher F. Van de Verg,
3 specifically the portion that begins at page 2, line 2
4 through page 7, line 25, as well as accompanying Exhibit
5 CFV-5.

6 These are all pages that discuss a number of
7 inflammatory and ultimately irrelevant allegations regarding
8 Verizon affiliates who are not parties to this case, events
9 occurring in other states involving -- the only affiliates
10 at issue here are the two Pennsylvania incumbent local
11 exchange carrier affiliates, and this piece of testimony
12 goes on and on about events in Maryland, in New York, in
13 Virginia regarding wireless.

14 JUDGE COLWELL: You're getting way ahead of me. I'm
15 a simple person with a simple brain, so let's do things
16 simply.

17 MS. KUHN: Okay.

18 JUDGE COLWELL: We're going to start on page 2, line
19 2, you say?

20 MS. KUHN: Uh-huh.

21 JUDGE COLWELL: And your first motion to strike,
22 first section goes to where?

23 MS. KUHN: Oh, I'm sorry. It was to page 7, line 25,
24 as well as the cited Exhibit CFV-5.

25 JUDGE COLWELL: Okay. And you're claiming -- first

1 of all --

2 MS. KUHN: Oh, I'm sorry. I think I had a typo in my
3 notes. Suzan just advised me it's page 2, line 27.

4 JUDGE COLWELL: Thank you.

5 MS. KUHN: I apologize, Your Honor. Everyone was
6 looking kind of what are you talking about, Ms. Kuhn.

7 JUDGE COLWELL: Litigation prior to the events
8 leading up to this case. Okay.

9 (Pause.)

10 JUDGE COLWELL: Okay. I can see where all of page 3
11 is something that is not really factual so much as it is
12 legal in nature. We can go all the way to page 4, line 7 on
13 that, and I will grant that motion to strike. We will note
14 we will strike all of page 3 and page 4 up to line 7.

15 MR. GRUIN: Your Honor, can I respond to the motion?

16 JUDGE COLWELL: You can try.

17 MR. GRUIN: I do note that Verizon in one of their
18 pieces of testimony, I'm not sure exactly which one it is,
19 but they do make reference to dealings with Core affiliates
20 in other states, including Virginia, and I believe they cite
21 that case in support of their argument that Core should be
22 required to post a bond or pay some of their bills during
23 the pendency of litigation.

24 I don't see why any of this is irrelevant. Core
25 explains the rationale for including this discussion on

1 pages 5, 6 and 7, and it goes to the motive and the
2 rationale for why Verizon undertook the actions it did, and
3 it's important for context and it's very relevant to the
4 case.

5 JUDGE COLWELL: Okay. Let's put our cards on the
6 table here. Anytime you have a case like this, there's a
7 lot of factual and legal intertwining. So if we're going to
8 start striking, we're going to strike a lot of stuff or you
9 can ignore it and not move to strike it and we'll include
10 yours and his. Otherwise, we're going to spend a lot of
11 time striking testimony, because I'm not going to strike it
12 because it's inflammatory. I'm going to strike it because
13 it's legal argument and it shouldn't be in the testimony.
14 We all know that.

15 I'm not going to rely upon the testimony for anything
16 that's legal argument. That will be in your briefs. I can
17 rely on your briefs for the legal argument and for the
18 citations that you provide for me there, but a certain
19 amount of it does have to be included in order to set up a
20 line of questioning. I recognize that. I think all of you
21 do as well.

22 So do you want to spend a lot of time striking
23 testimony?

24 MS. KUHN: Your Honor, I'm happy to respond and
25 explain why the Virginia matter came up, but if that's Your

1 Honor's position, we can let this be, particularly that
2 we've now said on the record that this is legal argument and
3 that you will give it whatever weight it's due.

4 We did bring up the Virginia materials specifically
5 because Core made allegations here about its financial
6 status and there were allegations there about its financial
7 status, and that is obviously one issue in this case.

8 These are things about interconnection in 2003 in
9 Maryland. It really doesn't have to do with the matters in
10 this case. But that being said, if we want to just move on
11 to cross-examination on the testimony, that's fine.

12 JUDGE COLWELL: Okay. Mr. Gruin, do you agree with
13 that?

14 MR. GRUIN: I do agree, Your Honor, yes.

15 JUDGE COLWELL: Okay. So we're going to err on the
16 side of allowing more of it in knowing full well that the
17 Judge knows the difference between legal argument and
18 factual statements.

19 Okay. Go ahead. Anything else?

20 MS. KUHN: I'll just let the other one go.

21 JUDGE COLWELL: I'll listen to anything you have.

22 MS. KUHN: No. That's fine, Judge. It was the same
23 issue.

24 JUDGE COLWELL: Okay.

25 MS. KUHN: Your Honor, we were just going to explain

1 because the witnesses are up as a panel, we've sort of
2 addressed cross-examination by topic rather than by witness
3 since they're going to be up there together. So our plan
4 was to have me start, cover probably the bulk of the cross-
5 examination, and then Ms. Paiva will address a couple of
6 matters specific to Mr. Mingo's -- an exhibit to his
7 testimony, and she'll also address some matters related to
8 the new testimony that was given from the stand as
9 rejoinder.

10 JUDGE COLWELL: That's fair.

11 MR. GRUIN: That's fine.

12 JUDGE COLWELL: Okay.

13 MS. KUHN: I'm going to start by directing this to
14 Mr. Mingo. Obviously, if at any point I'm pointing to the
15 wrong one of you, you guys let me know and you can have the
16 appropriate witness respond.

17 CROSS-EXAMINATION

18 BY MS. KUHN:

19 Q. I wanted to start off with some of the
20 allegations regarding Core's financial condition which has
21 been addressed through several of the rounds of testimony.

22 Whether or not you agree with us, and I understand
23 that you don't, you understand that in this case, Verizon is
24 claiming that Core owes Verizon approximately \$4.5 million
25 for unpaid bills?

1 A. (Mingo) I understand that's your allegation,
2 yes.

3 Q. Okay. And you understand that Verizon is also
4 claiming that Core owes Verizon a refund of in the
5 neighborhood of \$2.7 million for alleged over-billing by
6 Core?

7 A. (Mingo) I understand that's their position.

8 Q. Okay. And, again, understanding that you don't
9 necessarily agree with Verizon's position, but in, say, a
10 worse case scenario, if Verizon prevailed on those arguments
11 in this case and Core did not prevail on its arguments, the
12 Commission could direct Core to make a payment to Verizon of
13 as much as roughly \$7 million?

14 A. (Mingo) In your hypothetical world, that math
15 is correct.

16 Q. Okay. Could you turn to your surrebuttal at
17 page 15?

18 (Witness Mingo complying.)

19 Q. You're there?

20 A. (Mingo) Yes, I'm there.

21 Q. Okay. You're discussing here that Core has not
22 placed any funds in reserve or in escrow from which you can
23 pay amounts that the Commission might order Core to pay to
24 Verizon. Is that still the case today?

25 A. (Mingo) Yes.

1 Q. Okay. And specifically directing you to lines
2 10 and 11 of this page 15, you indicate that Core does not
3 have sufficient funds to make a reserve without endangering
4 ongoing operations. Is that still the case today?

5 A. (Mingo) I'm sorry. Where are you pointing?

6 Q. It was lines 10 and 11 of that page 15 of your
7 surrebuttal. I'm sorry; rebuttal.

8 A. (Mingo) Of rebuttal?

9 Q. The same page you were on a minute ago.

10 A. (Mingo) Okay; surrebuttal, page 15.

11 Q. No. It's rebuttal, page 15, lines 10 through
12 11. Oh, were you looking at the surrebuttal before?

13 A. (Mingo) Yes, I was. So we're on rebuttal,
14 page --

15 Q. Rebuttal page 15, lines 10 to 11, and you
16 indicate that Core does not have sufficient funds to make a
17 reserve without endangering ongoing operations?

18 A. (Mingo) Yes, because you guys aren't paying
19 your bills.

20 Q. The answer is that's still true today that you
21 do not have sufficient funds?

22 A. (Mingo) That is correct. If you don't pay your
23 bills --

24 Q. I don't need you to volunteer additional
25 information.

1 A. (Mingo) Sure.

2 Q. At line 23, you talk about your revenue levels,
3 the same page, line 23. Have the revenue levels improved
4 since October 4th when this testimony was --

5 A. (Mingo) Yes, they have.

6 Q. Okay. To what degree?

7 A. (Mingo) I haven't run the numbers for October.
8 There was a pretty good bump in October.

9 Q. Rough estimate. What's a pretty good bump?

10 A. (Mingo) To be honest, it could be somewhere
11 between 50 percent additional -- I'm going to say my best
12 guess, between 50 percent additional revenues and maybe even
13 double.

14 Q. Okay. This next question --

15 A. (Mingo) And to be fair, unfortunately, given
16 the epidemic of self-help, I always have to understand if
17 you're asking about cash revenues or accrual revenues,
18 because, unfortunately, I have to reserve a lot of income
19 from access bills that, in particular, Verizon hasn't paid.

20 Q. And, again, if there's no question pending, we
21 don't need you to answer.

22 A. (Mingo) Well, just make sure when you ask for
23 revenue, if you'd ask is it cash or is it accrual.

24 Q. Okay. I think the next question probably is
25 appropriately directed to Mr. Van de Verg. This is a

1 document that was marked proprietary I believe when it was
2 produced in discovery. It relates to the annual report, and
3 I believe you're the person that attests to the annual
4 report that's filed with the Commission.

5 A. (Van de Verg) The annual report, yes.

6 Q. Okay. So we'll direct this question to you.

7 JUDGE COLWELL: Is it a proprietary question?

8 MS. KUHN: It's a proprietary document. I don't
9 think the questioning will be revealing -- actually, can you
10 give me one minute to check with Mr. Gruin?

11 JUDGE COLWELL: Yes.

12 (Discussion off the record.)

13 JUDGE COLWELL: We'll go on the proprietary record.
14 I ask you to please tell us as soon as we can go back on the
15 public record.

16 MS. KUHN: We will, Your Honor.

17 (Whereupon, the following pages 262 through 264 were
18 sealed and bound separately.)
19
20
21
22
23
24
25

1 MS. KUHN: I believe this now probably returns to Mr.
2 Mingo, although if it should be Mr. Van de Verg, let me
3 know.

4 BY MS. KUHN:

5 Q. I'm going to point you to page 16 of the Core
6 rebuttal, lines 22 -- starting at line 22. You're there?

7 A. (Mingo) Yes, I am.

8 Q. Here you're discussing what actions Core has
9 taken to improve its financial condition.

10 A. (Mingo) Yes.

11 Q. And on the next page, page 17, in lines 3
12 through 6, you list various lawsuits that have been filed,
13 and you indicate that once these various authorities rule,
14 Core's cash flow will increase dramatically; is that
15 correct?

16 A. (Mingo) Yes.

17 Q. Is it fair to say that if these authorities rule
18 against Core, then the opposite would be true?

19 A. (Mingo) In your world, yes.

20 Q. Okay. Are you depending on positive rulings in
21 the cited litigation in order to stabilize Core's financial
22 position?

23 A. (Mingo) I would say two things. Number one is
24 most of the other large carriers have settled with us now.
25 So that's a definite improvement. ~~Verizon is the largest~~

1 ~~obstinate one left.~~

2 ~~So in a world where Verizon can charge us seven times~~
3 ~~TELRIC for access --~~

4 MS. KUHN: Your Honor, I'm going to move to strike.
5 This is really not responsive to the question. The question
6 was whether Core is depending on prevailing in the cited
7 litigation in order to improve its financial condition. The
8 question wasn't what rates is Verizon charging or who is
9 obstinate. It was a simple question about whether their
10 financial position now depends on the outcome of these
11 cases.

12 JUDGE COLWELL: I'm going to grant that. Just try to
13 answer the questions, and then Mr. Gruin will be happy to
14 give you an opportunity to expand on that later.

15 WITNESS MINGO: The end world where we have to
16 compete against a monopoly where they don't have to pay our
17 bills and we have to --

18 MS. KUHN: Your Honor, I'm going to object again.

19 JUDGE COLWELL: Mr. Mingo, all of what you have just
20 said is already in here. I got it. Okay? Just answer her
21 questions and we can move on.

22 WITNESS MINGO: From a strictly mathematical
23 hypothetical universe, if we can't receive revenues from you
24 at the same time we have to pay revenues to you for the same
25 services, I doubt competition if viable. I think that's the

1 answer you're looking for.

2 Correct; if we were to lose all of this, then it
3 would be difficult to compete. That's the mathematical
4 thing I'm trying to get to. I'm being cut off when I'm
5 trying to explain it, but I do understand at the end of the
6 day in a universe where a public policy allows us --

7 MS. KUHN: Your Honor --

8 JUDGE COLWELL: Thank you. We got it.

9 BY MS. KUHN:

10 Q. As of today, as of your finances today, if Core
11 were ordered to pay Verizon \$7 million, again hypothetically
12 -- I know you disagree -- would Core be able to make that
13 payment?

14 A. (Mingo) No.

15 Q. Okay. If the Commission ordered Core to make
16 some fraction of that payment to Verizon, say Core were
17 ordered to pay Verizon \$1 million, would Core be able to
18 make that payment today?

19 A. (Mingo) Today, no.

20 Q. What about \$500,000?

21 A. (Mingo) Today, no.

22 Q. All right. Let's move on to another subject
23 area. Let's talk about the unpaid Verizon bills. And this
24 relates to the \$4.5 million that we discussed a few minutes
25 ago.

1 Is it fair to say that the services for which Core
2 was billed fall generally into three categories, being the
3 trunks, the traffic termination charges and directory
4 listings?

5 JUDGE COLWELL: What was the third one?

6 MS. KUHN: Directory listings.

7 JUDGE COLWELL: Thank you.

8 WITNESS MINGO: Can you repeat that?

9 BY MS. KUHN:

10 Q. I was just asking if as a general matter the
11 bills from Verizon for which Core has not paid generally
12 cover three services or facilities, and those I listed off
13 as trunks, traffic termination services and the directory
14 listing services.

15 A. (Mingo) I believe that's correct.

16 Q. Let's talk about the trunks in particular, and I
17 think this has been covered in the testimony. But is it
18 fair to say that there are two kinds, the first are the
19 access toll connecting trunks which have been referred to as
20 the ATCTs? Is that true?

21 A. (Mingo) That's one category, yes.

22 Q. Okay. And those trunks are two-way trunks that
23 are used to carry interexchange traffic?

24 A. (Mingo) I believe that's what we've all come to
25 realize, but I do know in some ATCs, and I'm not sure to the

1 extent that it happens in Pennsylvania, but I do know some
2 ATCs do have some of your local groups. Your switches
3 aren't pure.

4 Q. I understand that's Core's allegation. Then the
5 second trunk group type are what have been referred to as
6 the local interconnection trunk groups, and those have often
7 been abbreviated as LITGs?

8 A. (Mingo) And by that you mean the one-way groups
9 from Core to Verizon?

10 Q. Yes. Well, those refer to the one-way trunks
11 that are carrying, for example, the traffic coming from
12 Verizon's tandems to Core one direction only.

13 A. (Mingo) No. There's some confusion in the
14 testimony about exactly which ones you're billing us for,
15 and that's what I'm trying to clarify is you should be only
16 billing us for the ones that carry traffic from Core to
17 Verizon, and the LITGs that carry the trunks from Verizon to
18 Core, we should be billing you for the facilities that we've
19 attached.

20 Q. Okay. I guess --

21 A. (Mingo) So I just want to make sure that we're
22 talking about the one-way from Core to Verizon.

23 Q. I guess what I'm trying to get at is in contrast
24 to the ATCTs, the LITGs are one directional only; correct?

25 A. (Mingo) The LITGs that you're billing us for

1 are one direction only from Core to Verizon, correct.

2 Q. Okay. Now, you have indicated in your testimony
3 that since approximately January of 2012, Core now only has
4 LITGs in place with Verizon?

5 A. (Mingo) That's correct.

6 Q. Okay. And that's because Core is now using a
7 competitive provider of tandem services to exchange traffic
8 with interexchange carriers?

9 A. (Mingo) That's correct.

10 Q. Okay. Now, are those providers letting Core use
11 their tandems for free?

12 A. (Mingo) Yes.

13 Q. Okay. So you pay them nothing for the services
14 they provide?

15 A. (Mingo) Correct.

16 Q. Do they derive revenue by charging other
17 carriers for the traffic that goes through their tandems?

18 A. (Mingo) Yes. They charge a tandem transit fee.

19 Q. Okay.

20 A. (Mingo) And some, you know, attractive to
21 third-party IXCs because it's cheaper than yours.

22 Q. Let's turn to your rebuttal at page 39. For the
23 trunks that carry traffic from the tandem provider to Core,
24 who is paying for those?

25 A. (Mingo) They are.

1 Q. Okay. And are they obtained from some third
2 party?

3 A. (Mingo) The transport?

4 Q. Yes.

5 A. (Mingo) Because it's in a carrier hotel, the
6 trunks are actually a cross connect from within a building.
7 So it's a de minimis exercise, but they're paying for it.

8 Q. You're at page 39 now?

9 A. (Mingo) Yes.

10 Q. Okay. This is a somewhat lengthy answer to a
11 question which is addressing to what extent Core has used
12 the facilities that Verizon provided.

13 Now, if you could look at the first paragraph of the
14 answer here on page 39, here you're talking about the access
15 toll connecting trunks; correct?

16 A. (Mingo) I'm sorry. Could you repeat that?

17 Q. The first paragraph of the answer you're
18 providing here on page 39 of the rebuttal.

19 A. (Mingo) Let me read it.

20 Q. Sure. Go ahead.

21 (Pause.)

22 A. (Mingo) I'd say the first sentence mostly
23 actually talks about the LITGs more than anything. Perhaps
24 we could have organized the response a little bit more, but
25 we did not use the one-way trunk groups on the network

1 because of the Caller ID issue.

2 Q. Okay. But you state here that Core did use the
3 SS7 ATCTs for part of 2010 and most of 2011. That's
4 correct?

5 A. (Mingo) Yes.

6 Q. How did you use them?

7 A. (Mingo) As we started rolling up the voice
8 products, we found that the amount of traffic that was
9 coming over the ATCs meant that we had to expand. So we
10 recognized that there was traffic in 2010. We do know that
11 we used a trickle of it before. We don't know how much, and
12 neither side has any data to that, but we will concede to
13 the issue that we did use them for 2010 and 2011 --

14 Q. And when you state -- I apologize. Were you
15 finished?

16 A. (Mingo) If that's --

17 Q. You're done; okay. When you say that you did
18 use them, does that mean that you used them to receive calls
19 from interexchange carriers to your customers?

20 A. (Mingo) Right. We are a local exchange carrier
21 and local exchange carrier only. So the purpose of the
22 exchange access groups or as we call it in this case ATCTs
23 is to receive traffic from, you know, third-party carriers,
24 and, you know, because there are a lot of switches in
25 Pennsylvania which function both as a local tandem, access

1 tandem and an end office, while it would be nice to have
2 these groups be pure, we found out in this case that they're
3 not really, but yes. So --

4 MS. KUHN: Your Honor, I'm going to strike. That
5 last part is getting into substantive allegations again. I
6 was asking if Core used the trunks to receive traffic from
7 interexchange carriers. Now he's volunteering information
8 about the balance of traffic over these trunks.

9 BY MS. KUHN:

10 Q. I'm just trying to get a confirmation. You did
11 use them to receive calls?

12 A. (Mingo) I would say they were used to receive
13 trunks. We didn't use them to send any traffic, and to the
14 extent your switches chose them is the question. So I'm
15 just trying to offer that because you're sending the
16 traffic, you choose the trunk that we send it on. That's
17 the concept I'm trying to explain.

18 Yes, there is traffic on them. Yes, they were used,
19 but you chose which traffic went on them.

20 Q. Before 2010, did Core ever receive calls from
21 interexchange carriers on behalf of its customers?

22 A. (Mingo) Yes.

23 Q. Did those calls come to you over access toll
24 connecting trunks?

25 A. (Mingo) The problem with the data set --

1 Q. Again, I'm asking I think a pretty clear yes or
2 no question. When you got interexchange --

3 A. (Mingo) And --

4 Q. Let me finish the question, and then you can
5 answer. Before 2010 when Core received calls from
6 interexchange carriers for Core's customers, did those calls
7 come in over access toll connecting trunks?

8 A. (Mingo) And again, the answer is we got calls
9 on the trunks, yes. However, we don't know whether they
10 were just IXC calls for a whole bunch of reasons.

11 Q. Okay. And if Mr. Gruin wants to do redirect --
12 I'm just trying to confirm that you were receiving such
13 calls even prior to 2010. 2010 was not the first point at
14 which interexchange calls came to Core's customers.

15 A. (Mingo) In the simplest way I can, your
16 switches sent calls over those trunks, yes.

17 Q. Okay. All right. Now, when an interexchange
18 carrier sends a call to Core over the access toll connecting
19 trunks, Core bills that interexchange carrier switched
20 access charges based on the EMI records that Verizon
21 provides. Is that accurate?

22 A. (Mingo) We bill interexchange carriers based on
23 your EMI records and your EMI records alone, yes, I guess.
24 Actually, now we also bill them based on the competitive
25 tandem providers' EMI records. So we have two sets of

1 records now.

2 JUDGE COLWELL: If you could slow your speech down
3 just a little, that would really help. Thank you.

4 BY MS. KUHN:

5 Q. In 2010 and before that point, Core subtended
6 Verizon's tandem; is that correct?

7 A. (Mingo) That's correct.

8 Q. Okay. And now Core no longer subtends Verizon's
9 tandem. It's subtending its competitive tandem providers'
10 tandem; is that correct?

11 A. (Mingo) Unfortunately, the world has changed
12 with the recent FCC order because providers are explicitly
13 allowed to use local tandems and local interconnection
14 groups. So the clear world that we all would like where
15 IXCs would exclusively use access tandems has now been
16 polluted by this FCC order, and, consequently, saying we
17 exclusively subtend neutral tandem I can't say yes to as
18 much as I would like to because some carriers are going to
19 dump voice-over IP toll traffic on your local tandems.

20 MS. KUHN: Your Honor, I'm going to object again.

21 BY MS. KUHN:

22 Q. I think you've answered my question, which was
23 do you subtend the competitive providers' tandem, and I
24 believe your answer was yes.

25 A. (Mingo) I thought I heard the word "only." So

1 I was trying to explain why we might get some LD calls
2 through local.

3 Q. Let me add this clarification. Do you subtend
4 your competitive tandem providers' tandem for purposes of
5 Feature Group D traffic?

6 A. (Mingo) Our Feature Group D -- the Feature
7 Group D tandem labels in the LERG are the competitive tandem
8 providers, yes.

9 Q. Let's turn to the second paragraph of this
10 answer you're providing at page 39 of your rebuttal. In
11 this paragraph, you're referring to SS7 outbound trunks in
12 the very first line of the second paragraph?

13 A. (Mingo) Yes.

14 Q. Okay. Now, those are the local interconnection
15 trunk groups carrying traffic from Core to Verizon's tandem?

16 A. (Mingo) To Verizon switches.

17 Q. Okay. Tandem switches?

18 A. (Mingo) There's also a lot of end office
19 groups. So it's not exclusively tandems.

20 Q. Now, you indicate here in this second paragraph
21 of this answer that Core recognizes that it's receiving
22 value from those SS7 outbound trunks but says that it will
23 only pay for them as part of an overall settlement with
24 Verizon that addresses issues outside of this case; correct?

25 A. (Mingo) I would say that --

1 Q. I'm asking if that's what this testimony says.

2 A. (Mingo) I wouldn't say just outside of this
3 case. There are issues inside this case that we have credit
4 against, too.

5 Q. But it's also your statement is you will not pay
6 amounts due for these trunks until issues outside this case
7 have been resolved?

8 A. (Mingo) And we also say we'd like the technical
9 issues fixed. So we also say that in this paragraph.

10 Q. Okay. But you do indicate in this paragraph
11 that you will not pay for these trunks until other issues
12 with Verizon outside this case have been resolved?

13 A. (Van de Verg) I'm going to just chime in. I
14 think it says in this case.

15 Q. As well as other issues outside of this case?

16 A. (Van de Verg) Right. I think we could find a
17 settlement based on the issues in this case. I think that
18 would be sufficient. There are other issues outside of this
19 case, of course, but --

20 Q. I think --

21 A. (Van de Verg) You have a lot of payables in
22 this case is what I'm trying to tell you.

23 Q. We'll just go by what the testimony says. Let
24 me just ask, are you indicating that Verizon is not going to
25 -- I'm sorry, that Core is not going to pay Verizon for

1 services that Core admits that it used unless Verizon
2 settles all of its disputes everywhere with Core?

3 A. (Mingo) Again, it's hard to imagine a world
4 where we are the only people paying our bills voluntarily.

5 Q. Okay. It's a yes or no question. Can I get a
6 yes or no answer?

7 A. (Mingo) I think the point of this case,
8 frankly, is these two parties need outside guidance on the
9 balance sheet.

10 MS. KUHN: Your Honor, I'm going to ask that the
11 witness provide an answer to the question.

12 MR. GRUIN: Could you restate the question for him?

13 MS. KUHN: Maybe the court reporter can read it back.

14 WITNESS MINGO: We don't need all issues to be
15 settled if that's what you're trying to get at. We believe
16 this case will yield a net judgment against you, so we think
17 this is sufficient inside this case.

18 MS. KUHN: Your Honor, I'm going to move to strike.
19 I don't think that was responsive to whether or not Core --

20 MR. GRUIN: I think it was directly responsive to the
21 particular question.

22 MS. KUHN: I don't think I ever got a yes or no.

23 WITNESS MINGO: I didn't hear a yes or no in that
24 question, so can you repeat it one more time?

25 MS. KUHN: I'm not going to ask the court reporter to

1 read it again.

2 BY MS. KUHN:

3 Q. The question is, is Core going to make any
4 payment to Verizon for these trunks that it admits it used
5 and admits that it received a benefit from if Verizon does
6 not settle all issues with Core, including issues outside of
7 this case? Is that Core's position?

8 A. (Mingo) No.

9 A. (Van de Verg) If I could just add further in
10 response, one of the issues we have with your trunks is we
11 don't believe you've ever sent an invoice that's based on
12 the interconnection agreement, and without an invoice, we
13 don't believe there's an obligation to pay you.

14 You can render a service, but you still have to
15 invoice for those services.

16 Q. I understand Core's position that it doesn't
17 like the invoices that it did receive for the service, but
18 let's --

19 A. (Van de Verg) I'm sorry. Let me clarify. It's
20 not that we don't like your bills. They're just widely
21 inaccurate and have no legal basis.

22 Q. And again --

23 JUDGE COLWELL: Okay. Excuse me, but we're not going
24 to start talking over each other. One person speaks at a
25 time. When that person stops speaking, the other person may

1 speak.

2 MS. KUHN: Why don't we move on to another area of
3 questioning. Let's turn to some of the complaints you
4 raised about the trunks that Verizon has provisioned.

5 BY MS. KUHN:

6 Q. Could you flip to page 31 of the rebuttal
7 testimony? At lines 11 through 12 of page 31 of the
8 rebuttal, Core is asserting that the percentage of local
9 usage -- and that's what's abbreviated here as PLU -- should
10 be 100 percent; correct?

11 A. (Mingo) Correct.

12 Q. Has Core received reminders about its ability to
13 update the jurisdictional factors that it provides Verizon?

14 A. (Van de Verg) It's our position that we've
15 already made it clear that the PLU is 100 percent, so I
16 guess we've always been confused why we need to update that.

17 MS. KUHN: Your Honor, I don't think that was
18 responsive.

19 BY MS. KUHN:

20 Q. The question was, have you received reminders of
21 the ability to update the PLUs?

22 A. (Van de Verg) That's correct, yes.

23 Q. Okay. And you have indicated that Core has
24 declined to do so because it believes it's unnecessary;
25 correct?

1 A. (Van de Verg) I believe we've responded on
2 several occasions that our PLU is 100 percent.

3 Q. Okay. Let me again say you have not submitted
4 the jurisdictional factor updates that Core has been invited
5 to submit; is that correct?

6 A. (Van de Verg) I think that's incorrect. I
7 think we've made it abundantly clear that the PLU should be
8 100.

9 MS. KUHN: Okay. Ms. Paiva is going to bring you a
10 copy of what we're going to mark as Verizon Cross Exhibit 2.

11 (Pause.)

12 MS. KUHN: For the record, this is a copy of Core's
13 September 4th, 2012, response to Verizon Set II discovery
14 request for admission II-1.

15 (Whereupon, the document was marked
16 as Verizon Cross-Examination
17 Exhibit No. 2 for identification.)

18 BY MS. KUHN:

19 Q. Is that what's in front of you?

20 A. (Van de Verg) Yes, it is.

21 Q. Okay. And you were asked here to admit that
22 Core has never submitted quarterly jurisdictional report
23 updates to Verizon; correct?

24 A. (Van de Verg) That's correct.

25 Q. And you admitted -- you then provided an

1 explanation, but you did admit that you have never provided
2 the quarterly jurisdictional report updates; is that
3 correct?

4 A. (Van de Verg) I think it's abundantly clear
5 what our position is on the PLU.

6 Q. I understand. But you have been given the
7 opportunity to do so and you have chosen not to do so
8 because you don't think you should have to?

9 A. (Van de Verg) We did not fill out the
10 jurisdictional report. However, we have communicated what
11 our PLU is.

12 Q. I understand that's your position.

13 A. (Van de Verg) Okay.

14 Q. Let's move on to page 47 of the rebuttal.

15 JUDGE COLWELL: You know what? Before we do that,
16 can I just have you explain what a PLU 100 is?

17 WITNESS VAN DE VERG: PLU is percentage of local
18 usage, meaning kind of an estimate of how much local usage
19 you expect to put out over the trunk that you're
20 provisioning or purchasing.

21 JUDGE COLWELL: All right. Thank you.

22 MS. KUHN: And, Your Honor, just for completeness,
23 there's I guess I'll call it a corollary, which is a PLU,
24 and that's the percentage of interstate usage, and that's
25 also a term that gets used in this context when you're

1 discussing the jurisdiction of traffic carried over a
2 particular facility.

3 JUDGE COLWELL: Okay. Thank you.

4 BY MS. KUHN:

5 Q. Are you at page 47 of the rebuttal?

6 A. (Mingo) Yes, I am.

7 Q. Okay. If you could look starting at line 21 of
8 this page and moving on to the next page, Core is discussing
9 here that the EMI records that Verizon provides do not
10 identify over which trunk group the calls were delivered to
11 Core; is that correct?

12 A. (Mingo) I'm sorry. Which line again?

13 Q. The question and answer begins at line 21 of
14 page 47 of the rebuttal and it carries over onto the next
15 page and, in particular, at the top of page 48, lines 1
16 through 2, the testimony indicates "Nor do Verizon's EMI
17 records indicate which set of trunks (i.e., LITG or ATCT)
18 Verizon used to send any particular call."

19 A. (Mingo) That's correct. The EMI records do not
20 tell us which group it came on.

21 Q. Now, was Core asked in discovery whether it was
22 asserting that Verizon was required to identify in those EMI
23 records over which trunk group the calls were delivered to
24 Core?

25 A. (Van de Verg) I believe we were, yes.

1 Q. Okay. Do you remember responding that Core said
2 that Verizon was not required to provide this information in
3 the EMI?

4 A. (Van de Verg) That's correct.

5 Q. Okay. All right. Let's move on to the subject
6 of passing ANI, A-N-I, which stands for automatic number
7 identification, over the MF trunks, and MF stands for multi-
8 frequency.

9 You were asked in discovery to identify any industry
10 standards documentation supporting Core's claim that it's
11 technically feasible for Verizon to pass ANI over the MF
12 LITGs, weren't you?

13 A. (Mingo) What page are we on?

14 Q. I'm just asking a general question. I'm just
15 talking on the subject.

16 A. (Van de Verg) If you could point us to a
17 document, that would be great.

18 Q. Ms. Paiva is going to bring you Core's November
19 1st, 2012, response to Verizon Set IV, discovery
20 Interrogatory IV-4.

21 MS. KUHN: And we'll mark that as Verizon Cross
22 Exhibit 3.

23 (Whereupon, the document was marked
24 as Verizon Cross-Examination
25 Exhibit No. 3 for identification.)

1 MS. KUHN: I'm sorry. I misidentified. That was Set
2 IV, Interrogatory IV-7, so just to correct that for the
3 record. I think I handed you the wrong one. I'm sorry.

4 (Pause.)

5 MS. KUHN: Apologies. Just to make clear for the
6 record, what's going to be marked as Verizon Cross Exhibit 3
7 will be Core's November 1st, 2012, response to Verizon Set
8 IV, Interrogatory IV-7.

9 (Pause.)

10 BY MS. KUHN:

11 Q. Have you had a chance to review the
12 interrogatory response?

13 A. (Mingo) Yes.

14 Q. So, again, you were asked in discovery to
15 identify any industry standards documentation supporting
16 Core's claim that it's technically feasible for Verizon to
17 pass ANI over the MF LITGs; correct?

18 A. (Mingo) Correct.

19 A. (Van de Verg) Correct.

20 Q. And in response, Core identified a passage of
21 its surrebuttal testimony, Core Statement 4.0; correct?

22 A. (Van de Verg) Correct.

23 Q. But Core did not identify any industry
24 standards; correct?

25 A. (Van de Verg) I mean, we have an

1 interconnection agreement that requires it if that matters.

2 Q. Well, let's -- yeah. Let's talk about that,
3 because your testimony addresses an FCC order and also cites
4 an interconnection agreement provision; correct?

5 A. (Van de Verg) Correct.

6 Q. But you did not cite, for example, an
7 engineering standard or an industry standard, body, document
8 or something of that nature?

9 A. (Van de Verg) No, not in the testimony.

10 Q. All right. Could you turn to Exhibit Core SR-2,
11 which is an exhibit to your surrebuttal testimony?

12 A. (Van de Verg) Okay.

13 Q. And you discuss this at page 3 of your
14 surrebuttal testimony; correct?

15 A. (Van de Verg) Right.

16 Q. And this is a portion of an FCC order, and you
17 cite this for the proposition that ANI can be provided over
18 the MF trunks, don't you?

19 A. (Van de Verg) That's correct.

20 Q. Could you look at footnote 1228, which is on the
21 second page of your exhibit -- or, I'm sorry, third page of
22 your exhibit?

23 A. (Van de Verg) Okay.

24 Q. The page number at the bottom is 232.

25 A. (Van de Verg) Yes.

1 Q. Now, footnote 1228 cites to a Verizon filing
2 discussing the technical limitations of signaling ANI on MF
3 trunks, doesn't it?

4 A. (Van de Verg) I think it speaks for itself.

5 Q. Okay. And paragraph 716 of this FCC order of
6 which you have provided excerpts allows for carriers to file
7 for waivers of these requirements, doesn't it?

8 A. (Van de Verg) 716?

9 Q. 716, yes, the final sentence.

10 A. (Van de Verg) It says, "to the extent that a
11 party is unable to comply with our rule as a result of
12 technical limitations related to MF signaling in its
13 network, it can seek a waiver for good cause shown, pursuant
14 to 1.3 of the Commission's rules."

15 Q. So this paragraph does make reference to a
16 waiver process?

17 A. (Van de Verg) There's a waiver process.

18 Q. Did Core oppose Verizon's waiver request at the
19 FCC?

20 A. (Van de Verg) I'm not aware of your waiver
21 request, nor did we object to it.

22 Q. Okay. Ms. Paiva can bring you a copy --

23 A. (Van de Verg) I would notice that the
24 Participating Wyoming Rural Independents group seems to
25 think it's perfectly feasible.

1 Q. We can address in briefing the contents --

2 A. (Van de Verg) Well, I'm not sure. I mean,
3 that's just kind of a factual note in this same footnote
4 1228 that we referred to earlier.

5 Q. I think we can all discuss the FCC order,
6 footnotes and all in our briefs.

7 A. (Van de Verg) So we can stop discussing that
8 now?

9 Q. Well, we're going to show you the waiver
10 petition.

11 A. (Van de Verg) Well, like I said, I'm not aware
12 --

13 Q. Have you checked if Verizon had filed a waiver
14 request?

15 A. (Van de Verg) I don't have any familiarity with
16 all of your advocacy. I just try to keep up with the cases
17 I'm involved with.

18 Q. Was Core an active participant in this FCC
19 proceeding?

20 A. (Van de Verg) We filed some comments, yes, and
21 we are currently challenging the ultimately ruling, although
22 not this part of it, in the 10th Circuit.

23 Q. So you have been aware of the case and
24 monitoring the outcome of the --

25 A. (Van de Verg) Yeah.

1 Q. -- FCC's decision?

2 A. (Van de Verg) There's like a thousand issues in
3 the case, but generally, yes, I've been following the case.

4 Q. And let me just remind you the court reporter
5 can only record one of us at a time. So if you can just let
6 me finish the question entirely, then he won't have
7 difficulty trying to take down what both of us are saying.

8 A. (Van de Verg) Yes.

9 (Pause.)

10 Q. What Ms. Paiva just handed you is Verizon's
11 February 10th, 2012, waiver petition in this case in which
12 you have been a participant and made filings and are
13 appealing portions of the order.

14 You have access to filings in the case in which
15 you're a participant, don't you?

16 A. (Van de Verg) I'm not sure that we're a
17 participant in this part of the proceeding. I mean, I'm not
18 even aware of this petition until you referenced it just
19 now.

20 (Whereupon, the document was marked
21 as Verizon Cross-Examination
22 Exhibit No. 4 for identification.)

23 BY MS. KUHN:

24 Q. Okay. But you have access to all the public
25 pleadings in this case; correct?

1 A. (Van de Verg) Yes. Everyone has public access
2 to comments in FCC proceedings.

3 Q. Could you look at page 2 of the document?
4 Towards the bottom of the page, does it indicate that for
5 good cause, Verizon is requesting a waiver, and I should say
6 is requesting a limited waiver of, and there's a
7 subparagraph (2), the rules relating to multi-frequency
8 signaling equipment?

9 A. (Van de Verg) I've never seen this document
10 before. If you want me to read it and relay parts of back
11 to you, I can do it, but --

12 Q. Okay. You express great concern in this case
13 regarding MF signaling, but you've ignored entirely the
14 portion of the FCC proceeding relating to the information
15 that should be carried over MF trunks?

16 A. (Van de Verg) I wouldn't say I ignored it. I
17 wasn't aware of it. There's a lot of issues in this case.
18 There's a lot of issues in that case.

19 Q. Okay. So you've made no effort to monitor
20 what's been going on with the signaling rules aspect of the
21 FCC case?

22 A. (Van de Verg) If the FCC says it's technically
23 feasible and wants to require it until there's another
24 ruling, I'm happy to go with that.

25 Q. Okay. And if the FCC indicates that waivers are

1 available, does that indicate to you that the FCC believes
2 that there may be situations where a waiver is appropriate?

3 A. (Van de Verg) It's possible, but we never had
4 that discussion with Verizon. So it would be news to me if
5 there was some particular issue that prevented you from
6 doing this.

7 Q. Have you read our testimony in this case?

8 A. (Van de Verg) Right, but we've been talking
9 about getting ANI for years and years and years.

10 Q. Okay. Let me point you to page 6 of this filing
11 under subsection B, the second paragraph after subsection B.
12 It indicates, "Verizon is similarly situated to AT&T and
13 CenturyLink in this regard."

14 A. (Van de Verg) I'm sorry, Deb. I think I'm on
15 the wrong page.

16 Q. I'm sorry. Page 6.

17 A. (Van de Verg) Page 6.

18 Q. Under heading B, the second paragraph under
19 heading B.

20 A. (Van de Verg) I may be missing page 6. I'm not
21 sure. Oh, I'm sorry. It's on the back.

22 MR. GRUIN: Your Honor, I'm going to object to this
23 line of questioning. The witness has said he's never seen
24 this waiver petition before. This is a Verizon advocacy
25 petition. She's basically trying to get around the

1 inadmissibility of the exhibit by having Core's witness
2 recite Verizon's advocacy in the case.

3 MS. KUHN: Your Honor, I can respond. Where I'm
4 going with this question is I'd like to ask the witness
5 whether the statement here is consistent with the position
6 Verizon has taken in this case regarding this issue, and I
7 believe the witness has indicated that they are a party to
8 this FCC proceeding. This is a public document in that FCC
9 docket.

10 They've indicated at least here that it's a very
11 important issue to them. I'm curious why they've not
12 pursued the issue at the FCC. But I think it's fair for us
13 to cite to this publicly available filing now that they've
14 raised the paragraphs of the order discussing the waiver
15 process and ask him if we have made similar statements in
16 this Pennsylvania proceeding.

17 JUDGE COLWELL: It seems like you can come to that
18 conclusion independently of Mr. Van de Verg's testimony
19 because he has already indicated he hasn't seen the
20 document.

21 MS. KUHN: Okay.

22 BY MS. KUHN:

23 Q. Well, let me ask you this, Mr. Van de Verg. Are
24 you or Mr. Mingo aware of the AT&T filing for waiver on this
25 point in the FCC proceeding?

1 A. (Van de Verg) I am not aware of that filing.

2 A. (Mingo) Nor am I.

3 Q. And is either of you aware of CenturyLink's
4 petition for waiver of this requirement in the FCC
5 proceeding?

6 A. (Van de Verg) No.

7 A. (Mingo) Nor am I.

8 MS. KUHN: We won't seek to admit it, Your Honor.

9 BY MS. KUHN:

10 Q. Let's move on to the billing of Verizon for
11 transit traffic. You're aware that in this case Verizon is
12 alleging that Core has billed Verizon for traffic that is
13 actually originated by third-party carriers and that Core
14 should not have done so; correct?

15 A. (Mingo) I'm aware that's your position, yes.

16 Q. Okay. Now, this question, I guess I'll pose it
17 to Mr. Van de Verg in the first instance because he
18 responded to discovery related to the subject.

19 Can I point you to your rebuttal testimony again at
20 page 42 starting at line 14? And this is a discussion that
21 goes on until page 46, line 10 of the rebuttal.

22 So if you want to take a minute and decide who's
23 sponsoring that part.

24 A. (Van de Verg) Okay. I'll take a minute.

25 (Witness perusing document.)

1 A. (Van de Verg) I can start out with a response.

2 Q. Okay. All right. Do you recall being asked in
3 discovery to provide any documentation that the concepts you
4 referred to here -- and I'll put those in quotation marks --
5 "transit traffic" and "transited traffic," also in quotation
6 marks, are widely recognized within the industry as, and
7 I'll use your words, "wholly different and distinct
8 phenomena"?

9 A. (Van de Verg) I believe I recall a question to
10 that effect.

11 MS. KUHN: I'll have Ms. Paiva, who I can't let her
12 sit too long, she's going to bring you a copy of Core's
13 November 1, 2012 response to Verizon Set IV Interrogatories,
14 Set IV-1. And we'll mark this as Verizon Cross-Examination
15 Exhibit 4.

16 MR. GRUIN: Would it be five?

17 MS. KUHN: Oh, we marked four and didn't move it in,
18 okay. Thank you for pointing that out.

19 (Whereupon, the document was marked
20 as Verizon Cross-Examination
21 Exhibit No. 5 for identification.)

22 BY MS. KUHN:

23 Q. You've had a chance to take a look at what we've
24 now marked as Verizon Cross-Examination Exhibit 5?

25 A. (Van de Verg) Yes.

1 Q. Okay. So you have already indicated you recall
2 being asked this question. When Core responded to this
3 interrogatory, it responded by indicating that Verizon
4 should look to the parties' interconnection agreements; did
5 it not?

6 A. (Van de Verg) Yes.

7 Q. And you didn't cite any specific provision of
8 the ICAs, did you?

9 A. (Van de Verg) There may be some in the
10 testimony.

11 Q. And this was the only document of any kind that
12 Core referenced in response to this interrogatory?

13 A. (Van de Verg) Yeah, we kind of think the ICAs
14 are pretty important.

15 Q. Okay. So in other words, you didn't provide any
16 industry standard body document that discusses these two
17 concepts as wholly different and distinct?

18 A. (Van de Verg) Yeah, I'm trying to limit the
19 issues in the case, not broaden them even further.

20 Q. All right. What you refer to as transited
21 traffic, can that be roughly defined as the traffic carried
22 over the local interconnection trunk groups for which
23 Verizon sends Core an EMI record?

24 A. (Van de Verg) You want to take that, Bret?

25 A. (Mingo) In the yes or no world, the answer is

1 no.

2 Q. Okay. I'm trying to think of the right way to
3 ask or to clarify why that's your position. Is it your
4 position that whether or not Core receives an EMI irrelevant
5 to whether the traffic is transited versus transit traffic?

6 A. (Mingo) Did you say "irrelevant" or "relevant"?

7 Q. I'm asking if -- let me just rephrase it again.
8 Is it Core's position that, for purposes of the distinction
9 between transited traffic and transit traffic, whether or
10 not Core receives an EMI record is irrelevant to the
11 distinction you're drawing?

12 A. (Mingo) Distinction between the categories?

13 Q. Yes.

14 A. (Mingo) I would say, if you don't give us the
15 EMI record, how can we possibly know it was transited
16 traffic?

17 Q. Okay. So you're saying the presence of an EMI
18 record is not irrelevant to the distinction. You're saying
19 you can't draw the distinction without having an EMI record?

20 A. (Mingo) We have transactions from your switches
21 to ours. Unless you tell us that it came from a third
22 party, we can't know that. We can't know anything else. So
23 since the way you do that is through an EMI record, the
24 existence of one or not, the only way you can tell us
25 whether a call was transited or whether it's one you're

1 taking responsibility is through the production of an EMI
2 record.

3 Q. Okay. But again, I guess what I'm trying to get
4 at, your --

5 A. (Mingo) Is it possible, is it possible for you
6 to transit from a third party and not tell us? Yes, it's
7 possible.

8 Q. Okay. Again, what I'm trying to understand is,
9 when you use these two terms as separate and distinct terms,
10 does the presence of an EMI record have any relevance to
11 your determination of whether traffic falls into one or the
12 other of those two terms?

13 A. (Van de Verg) I'm trying to think through this.
14 The distinction, I think, comes out of the agreement, but I
15 mean, transit traffic, the agreement refers to using the
16 local groups for transit traffic to other ILECs.

17 And if you were sending us traffic that you wanted us
18 to terminate to another ILEC, I'm not sure that an EMI
19 record would even come into play. I don't know.

20 A. (Mingo) Yeah, that -- it does. I suppose we
21 could produce if we wanted to, if you sent us traffic -- if
22 you sent us traffic destined to another carrier or ILEC, I
23 guess, under the terms of the ICA, if we completed the call,
24 we would generate an EMI record to them or expect to be
25 billed by them.

1 Q. Do you transit traffic to third parties?

2 A. (Mingo) We -- to third parties on behalf of
3 Verizon, you mean, or --

4 Q. Well, you just used a hypothetical saying if
5 Verizon were to send Core --

6 A. (Mingo) If --

7 Q. He can't record both of us. I was referring to
8 the hypothetical you just stated about Verizon sending
9 traffic to Core destined for a third party.

10 A. (Mingo) Interestingly, we did not reach terms
11 with a prospective carrier customer who wanted to send
12 traffic to you, and they would pay us a transit fee using
13 our interconnection facilities.

14 And it broke down because ultimately we recognized
15 that you wouldn't recognize our EMI records, and
16 consequently we just couldn't take the risk. We felt that
17 what would happen is that you would bill us for all traffic
18 over the trunk, and as we said in this testimony, that's
19 correct, that we did not engage in this line of business
20 because we don't believe that you'll recognize the data set.

21 Q. Let me ask again. Are you a transit provider?
22 Do you provide transit services?

23 A. (Mingo) Depending on the outcome of this case,
24 I would love to get involved in it. We have customers for
25 it.

1 Q. Are you today a transit provider?

2 A. (Mingo) No. That would be exacerbating our
3 risk in this case.

4 Q. Are you aware that Verizon's witnesses have
5 testified that Verizon sends Core EMI records for every call
6 originated by a CLEC or a wireless carrier and sent to Core
7 through a Verizon tandem?

8 A. (Mingo) I recognize that you say it. I have no
9 ability to verify that because I can only get the records
10 you give me. I can't prove a nullity.

11 Q. Are you aware that Verizon's witnesses have
12 testified that Verizon also sends Core an EMI record for
13 some RLEC traffic, using the term Mr. Gruin used previously
14 on your rejoinder testimony?

15 A. (Mingo) As far as I can tell, that's a
16 phenomenon starting this year.

17 Q. Okay. Now, does Core use these EMI records from
18 Verizon to generate bills to the originating carrier who
19 generated this traffic?

20 A. (Mingo) To be perfectly clear, I'm a hundred
21 percent dependent on what you populate in the EMI record. I
22 can only listen to what you tell me the carrier billed. I
23 do not know the originating carrier. I only know what you
24 marked the records as.

25 Q. So your answer would be yes, these records are

1 the basis for Core's billing to the third parties who
2 originate the traffic?

3 A. (Mingo) I would say if you got rid of that
4 "originate," I would agree with you. The qualification
5 "originate," I can't, no.

6 Q. This one I'll direct to Mr. Van de Verg because
7 I believe he responded to some discovery on this matter.
8 Core was asked in discovery whether it asserts that Core is
9 entitled to bill Verizon for all traffic originated by
10 CLECs, meaning competitive local exchange carriers, ILECs,
11 incumbent local exchange carriers, and wireless carriers and
12 transited through Verizon's tandem for which Core admits
13 that it has received an EMI record. Do you remember being
14 asked about that in discovery?

15 A. (Van de Verg) Maybe if I could see the
16 document, that would help.

17 MS. KUHN: All right. We will mark this, I believe
18 we're on Verizon Cross Exhibit 6. And for the record, this
19 is a copy of Core's November 21, 2012 response to Verizon's
20 Set V discovery interrogatories, V-6.

21 (Whereupon, the document was marked
22 as Verizon Cross-Examination
23 Exhibit No. 6 for identification.)

24 BY MS. KUHN:

25 Q. Just let me know when you've had a chance to

1 review.

2 A. (Van de Verg) Yes, I have.

3 Q. Okay. So in subsection (a) of this
4 interrogatory, you were asked, "Does Core assert that it is
5 entitled to bill Verizon for all traffic originated by
6 CLECs, ILECs and wireless carriers and transited through
7 Verizon's tandems for which Core admits that it has received
8 EMI records?" And your response was, "No," correct?

9 A. (Van de Verg) That's correct.

10 Q. Okay. Now, you've also indicated that you bill
11 Verizon for every minute of use coming over the local
12 interconnection trunk groups, correct?

13 A. (Van de Verg) Correct.

14 Q. Okay. Do you believe that Core has billed
15 Verizon for some traffic for which Core has received an EMI?

16 A. (Van de Verg) I think that's better directed to
17 Mr. Mingo.

18 A. (Mingo) It's important when we're talking about
19 the EMI records to recognize that the percentage of EMI
20 records you got compared to the traffic on the local
21 LITGs --

22 MS. KUHN: Your Honor, I'm going to ask again that
23 the witness answer the question that was asked, which is,
24 does Core believe that it has billed Verizon for some
25 traffic for which Core has received an EMI record, not how

1 much EMI has Core received or what quality Core thinks the
2 records have, but does Core believe that in some instances
3 it has billed Verizon for traffic for which Core has
4 received an EMI record.

5 WITNESS MINGO: The most accurate short answer I can
6 give is, not in any material way.

7 BY MS. KUHN:

8 Q. Okay. And why is it that you don't think in any
9 material way?

10 A. (Mingo) Because the total number of EMI records
11 over the history versus the total number of minutes in the
12 LITGs -- all right, there's three universes of data sets.
13 There's the LITG traffic, there's the ATCT traffic that we
14 have switch records for, that comprise a hundred percent of
15 the universe of traffic between Verizon and us.

16 Then there's another data set which is largely
17 incomplete. It's the EMI records. And that's separate and
18 to the extent that we can match them to calls we get from
19 our switches, if you take a look at the sums, the LITG
20 groups versus the subset of EMI traffic, the historical part
21 of this case averages out to less than two percent.

22 So even if you sent no traffic whatsoever over ATCTs,
23 and I think we all agree that there is some, and none of us
24 know exactly what it was because you didn't keep records and
25 we didn't keep records, but even if you did it, the total

1 number of EMI records would be less than two percent. And
2 that's why I say, not in any material way.

3 Because there are matching algorithm problems, I
4 can't say for certain I know which calls on an EMI record
5 came over which group. But we're talking about a less than
6 two percent problem.

7 Q. And you understand that Verizon's witnesses have
8 disputed that figure, that two percent figure that you're
9 providing, correct?

10 A. (Mingo) I don't -- I haven't seen anywhere
11 where they dispute that figure, no.

12 Q. Okay. Well, we can talk about that a bit later,
13 then. So if the Commission disagrees with you and
14 determines that Core has billed Verizon for traffic for
15 which Core has been provided EMI, you would have to agree
16 that Core shouldn't have billed Verizon for that call,
17 correct?

18 A. (Mingo) In the yes or no universe, the answer
19 is no, I don't agree.

20 Q. Okay. So the Commission may rule the way it
21 rules. It doesn't mean you would agree with the Commission?

22 A. (Mingo) I heard a different question. I would
23 agree that the Commission is -- that unfortunately we need
24 Commission guidance on how to resolve our disputes. I would
25 agree with that.

1 Q. And you stated a little bit earlier that for
2 example in your case against AT&T, you relied upon EMI
3 records from Verizon to bill AT&T for the traffic for which
4 you're now seeking to collect money from them?

5 A. (Mingo) That's correct. The AT&T traffic is a
6 subset of that two percent.

7 Q. Okay. And because that traffic came over the
8 local interconnection -- it's locally billed traffic,
9 correct?

10 A. (Mingo) You marked it with a CIC code, and what
11 I understand your position to be about traffic that you mark
12 with a CIC code is that it's IXC traffic and came over the
13 ATCTs. We don't know for certain which trunk group it came
14 over, but it is logical to assume, because it is not marked
15 with OCN, that it's marked with a CIC code, that it came
16 over the trunk associated with the IXC.

17 Q. Okay. And what --

18 A. (Mingo) So no, I don't believe there's a double
19 billing phenomenon.

20 Q. Okay. So you don't believe any double billing
21 was involved in the AT&T case even though you billed AT&T
22 based on the EMI records from Verizon?

23 A. (Mingo) I would say that to the extent there is
24 some possible overlap, because we don't have a complete set
25 of records for EMI, all right, nor are you passing CIC or

1 OCN in the call stream, I can't match with a hundred percent
2 certainty the data sets. That's the problem in a nutshell.

3 But again, the question, is it material? No. Even
4 if there was no traffic whatsoever on the ATCs, the maximum
5 exposure would be two percent.

6 Q. Okay. Let me ask this question. When you
7 issued the bills to AT&T using the Verizon EMI records, did
8 you bill the AT&T competitive local exchange carrier?

9 A. (Mingo) We billed CIC 0292, which is their IXC.

10 Q. Well, didn't you indicate in your earlier
11 testimony that the CLEC entity is both a CLEC and an IXC?

12 A. (Mingo) And what your records told me was they
13 were acting as an IXC in this regard.

14 Q. So did you only sue the AT&T interexchange
15 carrier?

16 A. (Mingo) We sued CIC 0292 for access, yes.

17 Q. And CIC -- whatever you just recited, because
18 you were speaking too quickly for me to hear --

19 A. (Mingo) Sorry, CIC 0292.

20 Q. Okay. CIC 0292 is for the entity that is
21 certificated as both a competitive local exchange carrier
22 and an interexchange carrier; is it not?

23 A. (Mingo) Yes, I believe so.

24 Q. All right. And we'll get into CICs and OCNs,
25 but how much money is Core seeking to collect from AT&T in

1 that case?

2 A. (Mingo) At this point I'm not sure. I don't
3 really remember. I know that we charged them under our
4 interstate access tariffs, so -- and I also would like to
5 point out that zero is the amount they paid for it.

6 Q. Okay. Could you ballpark it? Are you looking
7 for tens of thousands of dollars or is it more in the
8 neighborhood of hundreds of thousands or millions?

9 A. (Mingo) I believe, I'm pretty sure the pleading
10 in that case worked out to something in the seven digit
11 range, not eight, not six.

12 Q. Okay. So if you possibly billed AT&T on the
13 basis of EMI and also billed Verizon for that traffic, the
14 double billing may not be de minimis, correct?

15 A. (Mingo) As a double bill, the thing is, even in
16 a world where none of that traffic hit ATCTs, which I
17 believe most of it did if not all of it, even in that world,
18 your exposure would be the 400 million minutes at .0007,
19 would be the maximum. It would be small six figures.

20 So the double billing phenomenon that you might have
21 seen is not the double billing phenomenon that they might
22 have seen, in the hypothetical universe where all the
23 traffic came over LITCs --

24 Q. Okay. Do you think --

25 A. (Mingo) -- which I don't believe happened.

1 Q. I'm sorry to interrupt. Do you consider six
2 figures de minimis?

3 A. (Mingo) For where we are now, absolutely not.
4 It's very material.

5 Q. Okay. All right. Could you go to page six of
6 your surrebuttal? And this is sort of along the same topic.
7 At the top of page six, lines one through three, you're
8 saying, "With respect to the transited traffic which is the
9 subject of three cases Verizon references, we presume that
10 this traffic was transited over Verizon's access tandem
11 network and delivered to Core over the ATCTs."

12 Now, when you're talking about the three cases there,
13 you're referring to the complaints Core has against AT&T and
14 XO Communications and One Communications; is that correct?

15 A. (Van de Verg) That's correct.

16 Q. Okay. And those companies operate as CLECs,
17 correct?

18 A. (Mingo) CLECs and IXCs.

19 Q. Okay. But they do operate as competitive local
20 exchange carriers?

21 A. (Mingo) And IXCs.

22 Q. And IXCs, okay. You have already indicated that
23 you relied on the Verizon EMI records to bill AT&T in your
24 complaint against AT&T. Is that also the case that you
25 relied on Verizon EMI records to bill XO Communications and

1 One Communications?

2 A. (Mingo) And to be clear, both of them all
3 started as a subset of the EMI records, that two percent,
4 and both of those carriers were also billed based on our
5 CIC.

6 Q. Okay.

7 A. (Mingo) So you're marking the records --
8 (inaudible) --

9 THE REPORTER: So what?

10 WITNESS MINGO: So you're marking those records as
11 IXC records.

12 BY MS. KUHN:

13 Q. Okay. You recall that Verizon's witnesses have
14 testified that a CIC code does not in and of itself signify
15 that a carrier is an interexchange carrier, correct?

16 A. (Mingo) No, I'm not aware of that.

17 Q. Okay. Well, we'll talk about that a bit later.
18 Let me first point you to the -- I'm sorry to keep flipping
19 back and forth, but let's go to your rebuttal at page 49.
20 At lines 15 through 17, there's a description of Mr. Mingo's
21 testimony in the AT&T case and at 15 to 17 it says, "He,"
22 meaning Mr. Mingo, "testified that with respect to AT&T's
23 locally dialed traffic, the CABS records contains sufficient
24 information for Core to bill AT&T. He did not say that
25 Verizon's records generally contain sufficient information"

1 -- I think there's probably supposed to be a "to" there --
2 "to bill properly."

3 So you are talking here about locally dialed traffic,
4 first of all, correct?

5 A. (Mingo) Yes.

6 Q. And the reference in this testimony to the CABS
7 records, that stands for carrier access billing system and
8 that's another name for the EMI records that we've been
9 discussing?

10 A. (Mingo) CABS records and EMI records are
11 synonyms as far as I'm concerned.

12 Q. Now, when you state here that you, meaning Mr.
13 Mingo, did not say that Verizon's records generally contain
14 sufficient information to bill properly, do you recall being
15 asked in discovery if it's Core's position that the EMI
16 records that Verizon provided with respect to AT&T's
17 traffic, whether they differ in format in any way from the
18 records that Verizon provided to Core for other carriers'
19 traffic?

20 A. (Mingo) I'm sorry, can you repeat that?

21 Q. Sure. Do you recall being asked in discovery if
22 the format of the EMI records that Core received for the
23 AT&T traffic that you were discussing in that quotation we
24 just discussed, do you remember being asked if those records
25 differed in format from the EMI records that Core receives

1 for other carriers' traffic?

2 A. (Mingo) Do you mean in format or in content?

3 Q. Format.

4 A. (Mingo) The fields are the same.

5 Q. Okay. So in other words, the format of the EMI
6 that you received for AT&T traffic would be the same format
7 of EMI that you received for XO traffic, correct?

8 A. (Mingo) I will be as precise as possible. The
9 field definitions were the same, yes.

10 Q. Okay. All right. Now, you understand that
11 Verizon's witnesses have testified that CLEC originated
12 traffic comes to Core over the local interconnection trunk
13 groups?

14 A. (Mingo) I don't recall seeing that, no.

15 Q. Okay. Well, let's turn back to your
16 surrebuttal, again at page six. This is the provision we
17 were looking at a minute ago at the top of the page, and you
18 indicate that you presume that the transited traffic from
19 the three CLECs that you're talking about there came to Core
20 over the access toll connecting trunks, correct?

21 A. (Mingo) That's correct.

22 Q. Okay. And if it actually came to Core over the
23 local interconnection trunk groups, then there's no question
24 that Core billed Verizon for 100 percent of that traffic,
25 right?

1 A. (Mingo) We billed for all traffic -- we billed
2 Verizon for all traffic over local interconnection trunk
3 groups but none of the traffic on the ATCTs.

4 Q. So in other words, if you're incorrect that this
5 traffic came over the ATCTs, you billed Verizon for every
6 minute of this traffic?

7 A. (Mingo) Yes. That's the collision space we're
8 talking about.

9 Q. Now, you indicate here as this paragraph
10 continues that you're basing your conclusion that the
11 traffic came to Core over the ATCTs, your basis is that
12 citation from Verizon's direct testimony, and I'll point you
13 to line eight of page six. You're citing to Verizon
14 Statement 1.0 at pages 52 and 53 as well as page 57.

15 And you I guess interpret that testimony to mean that
16 any traffic coming from trunks ordered by a carrier using a
17 CIC code, C-I-C, would be sent over the access toll
18 connecting trunks, correct?

19 A. (Mingo) Where am I looking?

20 Q. Well, I'm asking -- line eight is where you
21 specifically reference Verizon's direct testimony, Verizon
22 Statement 1.0 at 52 to 53 and page 57. And I'm asking if
23 you're basing your conclusion that this CLEC traffic came
24 over the access toll connecting trunks on a citation to our
25 direct testimony which you provide here that you interpret

1 to mean that if traffic came over trunks ordered by a
2 carrier using a CIC code means that the traffic was carried
3 over the access toll connecting trunks.

4 A. (Van de Verg) There's two bases. One is the
5 testimony that's cited here. There's also a Verizon white
6 paper which may be appended to our last round of testimony
7 which I believe confirms the testimony that's cited.

8 Q. Okay. Do you have the Verizon direct testimony
9 up there with you? Does Mr. Gruin have a copy he can --

10 MR. GRUIN: I can provide him. May I approach, Your
11 Honor?

12 JUDGE COLWELL: Yes.

13 (Document handed to the witnesses.)

14 BY MS. KUHN:

15 Q. And could you look at Verizon Statement 1.0 at
16 page 52, lines 18 to 21? And that testimony indicates that
17 calls that come in to the tandem, meaning Verizon's tandem,
18 on trunk groups ordered by an IXC are routed out of the
19 tandem over the ATCT trunk groups. Calls that come into the
20 tandem on trunk groups ordered by a carrier other than an
21 IXC are routed out of the tandem over local interconnection
22 trunk groups. Is that what it says there?

23 A. (Van de Verg) That's what it says.

24 Q. And these companies and their locally dialed
25 traffic that's at issue here, these are CLEC entities,

1 correct? I understand you're making a point that they have
2 a CIC code assigned to them, but you're suing CLEC entities
3 here, correct?

4 A. (Van de Verg) Well, I didn't discuss that
5 they're CLEC and IXCs. I mean, TCG was the original
6 competitive access provider.

7 Q. You're suing about local traffic, correct?

8 A. (Van de Verg) It's locally dialed traffic
9 associated with a CIC code.

10 Q. So basically you're operating under an
11 assumption that if the record identifies the originating
12 carrier with a CIC rather than an OCN, which is operating
13 carrier number, that the originating carrier must by
14 definition be an interexchange carrier, correct?

15 A. (Mingo) Actually, I think the assumption here
16 with your line of questions is that you're assuming that
17 locally dialed calls to go local interconnection trunk
18 groups. Nowhere either side makes, accepts that assumption.
19 The fact of the matter is, calls of both types are going
20 over both groups.

21 Q. I understand that's Core's assertion, but again,
22 can I have an answer to the question I just asked? And we
23 can have it read back or I can repeat it. The question is,
24 you are making an assumption that if a record identifies the
25 carrier originating the traffic with a CIC code rather than

1 an OCN, then you're assuming that the originating carrier is
2 an interexchange carrier, correct?

3 A. (Mingo) There are plenty of carriers where we
4 get traffic with OCNs and CICs, so since those carriers have
5 both OCNs and CICs, we are assuming that the OCN is for the
6 CLEC and the CIC, which is assigned to an IXC, is for the
7 IXC, yes.

8 Q. Okay. I don't know if -- do you also have the
9 Verizon rebuttal up there with you?

10 MR. GRUIN: We can provide it.

11 MS. KUHN: I'm sorry. I didn't know if you had it
12 all in one binder.

13 (Document handed to the witnesses.)

14 BY MS. KUHN:

15 Q. Could you turn to Verizon rebuttal starting at
16 page 11?

17 (Pause.)

18 Q. Okay. Page 11 starting around line 11, the next
19 few pages of the Verizon rebuttal discuss this issue of CICs
20 versus OCN codes. And here Verizon's witnesses are
21 explaining that the mere presence of a CIC does not indicate
22 that the carrier is an interstate carrier, right?

23 A. (Van de Verg) I would just -- I mean, I'm
24 looking at your testimony on direct where you say that the
25 EMI records have a field -- I'm looking at page 57, line

1 five. You say, the EMI records have a field for population
2 of the CIC for calls that are sent to the tandem by an IXC
3 another field for population of OCN for calls that are not
4 sent by an IXC but by a LEC or wireless carrier.

5 Q. And then in the next round of testimony, there's
6 a discussion of the evolution of the use of those CICs and
7 OCNs since the advent of competition, correct?

8 A. (Van de Verg) How did it evolve between your
9 two rounds of testimony?

10 Q. Okay. I don't think I'm being crossed here.

11 A. (Van de Verg) I don't understand how your
12 position could evolve within the space of a month.

13 Q. I believe what we're talking about here is, you
14 have indicated -- I'm not sure if it was you, Mr. Van de
15 Verg or you, Mr. Mingo, but a couple of minutes ago you
16 indicated that you didn't recall Verizon testimony on the
17 subject of CICs and OCNs, and I've now pointed you to some
18 rebuttal testimony.

19 A. (Mingo) And that, combined with direct
20 testimony, I would say that Verizon has increasingly done a
21 very good job of muddling what is what, unfortunately for
22 all of us.

23 Q. Well, let me ask this question. Core is a CLEC,
24 correct?

25 A. (Mingo) Yes.

1 Q. Okay. Do you have a CIC code?

2 A. (Mingo) We have a CIC code because you require
3 it.

4 Q. Because Verizon requires it or because the
5 billing standards require CIC codes for ordering certain
6 types of facilities?

7 A. (Mingo) We have it because your systems won't
8 accept orders without it, nothing more and nothing less.

9 Q. Verizon's systems or the industry standard
10 ordering system process?

11 A. (Mingo) Your systems.

12 Q. Okay. Well, I guess --

13 A. (Van de Verg) Yeah, we order, just to clarify,
14 we order all kinds of services from all kinds of carriers.
15 You're the only one who requires a CIC.

16 Q. Okay. I guess we can deal with that because
17 it's covered in the testimony as well. All right. Now,
18 you're indicating that you are basically assuming that this
19 traffic was carried over the access toll connecting trunks.
20 This was primarily traffic bound for Internet service
21 providers, which we often abbreviate as ISPs, correct?

22 A. (Mingo) Which traffic are you talking about?

23 Q. I'm sorry, the traffic in the three CLEC cases
24 we've been discussing.

25 A. (Mingo) And to be perfectly clear, for ISP

1 bound, the AT&T case, which dwarfs the other two combined in
2 terms of both MOUs and dollar amounts, the AT&T case was
3 largely for ISP bound traffic, if not exclusively, before
4 2009. But the vast majority of the minutes, we're talking
5 up 90 percentage, was all from traffic between 2004 and
6 2008. So, yes, the AT&T case was for a time period that is
7 now almost five years past.

8 Q. And you have stated that customers have
9 traditionally demanded that calls to ISPs be local phone
10 calls, correct?

11 A. (Mingo) Yes. They want to be able to locally
12 dial their ISP, yes, absolutely.

13 Q. Okay. Is Core able to discern what inbound
14 traffic it receives is going to ISPs versus VoIP providers?

15 A. (Mingo) Yes.

16 MS. KUHN: I'm sorry, Mr. Gruin. Do they have the
17 Verizon direct testimony up there with them?

18 MR. GRUIN: They do, but do you mind if we take a
19 break? One of my witnesses asked for a bathroom break.

20 MS. KUHN: Oh, sure, that's fine.

21 JUDGE COLWELL: I was actually just waiting for a
22 good time for us to take a lunch break. We've been at this
23 for two hours.

24 MS. KUHN: I can stop whenever.

25 JUDGE COLWELL: Okay. I didn't know how much you

1 have left in your topic, but we can certainly break now.

2 MS. KUHN: Breaking now is fine.

3 JUDGE COLWELL: All right. One hour. Off the
4 record.

5 (Witnesses temporarily excused.)

6 (Whereupon, at 12:00 p.m., the hearing was adjourned,
7 to be reconvened at 1:00 p.m., this same day.)

8 AFTERNOON SESSION

9 (1:03 p.m.)

10 JUDGE COLWELL: Let's go back on the record after
11 lunch. Ms. Kuhn, go ahead.

12 Whereupon,

13 CHRISTOPHER F. VAN DE VERG and BRET L. MINGO
14 having previously been duly sworn, testified further as
15 follows:

16 CROSS-EXAMINATION (Continued)

17 BY MS. KUHN:

18 Q. Mr. Mingo, right before the break, I believe I
19 had asked you a question about whether Core could discern
20 which inbound traffic is going to ISPs versus going to VoIP
21 providers, and you had indicated that yes, Core could
22 discern that difference?

23 A. (Mingo) Yes, it can.

24 Q. Okay. Could you grab the Verizon direct
25 testimony and look at Exhibit 15, which is the transcript of

1 proceedings in the AT&T complaint case, and look at page 42
2 to 43 of that transcript?

3 JUDGE COLWELL: Okay, can you give me that direct
4 again?

5 MS. KUHN: Yes. It's Exhibit 15 to Verizon's direct
6 testimony, and it's pages 42 to 43 of the transcript that
7 forms that exhibit.

8 (Pause.)

9 BY MS. KUHN:

10 Q. Starting at about line 15 on page 42 and
11 continuing onto 43, you're engaging in a discussion with
12 AT&T counsel about whether the traffic being discussed is
13 ISP bound, and towards the end of this discussion, you're
14 asked the question, "Do you know how much of this traffic is
15 going to ISPs and how much is going to a VoIP provider?"
16 And you respond, "There's absolutely no distinction for us,
17 so no, we don't keep track of that." Correct?

18 A. (Mingo) Yes.

19 Q. Okay. Can you explain the difference between
20 the answer given here and the --

21 A. (Mingo) Perfectly.

22 Q. -- here in the transcript versus here in this
23 proceeding today?

24 A. (Mingo) Perfectly. In the context of switched
25 records that we keep -- in the context of switched records

1 that we keep, we have the outgoing trunk group number
2 associated with what kind of service it is and we know for
3 certain within our CDRs which is which. That's how I
4 answered yes.

5 In the context of this proceeding, all we have is
6 destination number, which most carriers, to me, is a good
7 indicator of what kind of technology is being used. Our
8 provisioning system allows people to change the use on the
9 fly, and since we don't have the historical record, we
10 cannot know by EMI record what the distinction is.

11 Q. Okay. So you can discern from your own Core
12 created switched records but not from EMI records --

13 A. (Mingo) Correct.

14 Q. -- provided -- okay. Thank you for the
15 clarification. Could I point you to page 48 of your
16 rebuttal? And bear with me. We've covered a little bit of
17 this earlier this morning. I'll wait until you get there.

18 (Pause.)

19 A. (Mingo) What page?

20 Q. Page 48 of the Core rebuttal.

21 A. (Mingo) Okay.

22 Q. And we actually discussed some of this testimony
23 this morning with respect to your statement that since
24 January of 2012 you've been using a competitive tandem
25 provider who is now providing the services which -- you

1 previously had purchased the access toll connecting trunks
2 from Verizon, correct?

3 A. (Mingo) Correct.

4 Q. Okay. Now, do you bill the Verizon Pennsylvania
5 ILECs for any minutes of use carried over the access toll
6 connecting trunks that you now have with this third party
7 provider?

8 A. (Mingo) No.

9 Q. Okay. So any EMI records that you are now
10 receiving from Verizon must be for traffic coming over the
11 local interconnection trunk groups since there are no more
12 access toll connecting trunks with Verizon, correct?

13 A. (Mingo) In an abundance of caution, I would say
14 that's what I assume. I cannot know whether or not you are
15 sending us EMI records improperly.

16 Q. Okay. But there are no more access toll
17 connecting trunks in place with Verizon as of today, right?

18 A. (Mingo) What I'm saying is, by saying yes there
19 must be assumed that you aren't sending us extraneous
20 records which --

21 COURT REPORTER: I'm sorry, what?

22 WITNESS MINGO: I'm sorry. By me saying yes to that,
23 I'm assuming, and whenever you assume it can come back to
24 bite you, I am assuming you're not sending us extraneous
25 records. So the answer is yes, with that caveat.

1 BY MS. KUHN:

2 Q. Okay. And you are still presently today billing
3 Verizon for 100 percent of the minutes of use that come over
4 the LITGs?

5 A. (Mingo) Yes.

6 Q. Okay. Are you currently also billing other
7 carriers such as AT&T or XO for traffic coming over those
8 trunks based on EMI records that you receive from Verizon?

9 A. (Mingo) Yes, and we have offered to credit back
10 the .0007 on the switched access bills on mismatched
11 records.

12 Q. To Verizon, you mean?

13 A. (Mingo) To Verizon, yes. We have offered.

14 Q. But when you billed switched access, you didn't
15 include a credit on the bills for that amount?

16 A. (Mingo) No. No, we have not yet.

17 Q. Okay.

18 A. (Mingo) It depends on the resolution of this
19 case.

20 Q. Why have you not offered a similar credit for
21 amounts already paid at .0007 for traffic that was billed as
22 reciprocal compensation?

23 A. (Mingo) One more time? There's a lot of
24 assumptions in that question.

25 Q. Okay. You just mentioned that pending the

1 outcome of this case, you offered to credit Verizon for
2 amounts paid at .0007 towards the amounts you billed for
3 switched access, correct?

4 A. (Mingo) Yes.

5 Q. And the question was, why have you not made a
6 similar offer for the amounts you're seeking to collect from
7 Verizon for reciprocal compensation?

8 A. (Mingo) Because of the system that works very
9 well if we credit against the switched access, and let me
10 explain. We bill reciprocal compensation based upon our
11 switched records on the first of the month, which is when we
12 have copies of all of our records.

13 In our agreement and by watching EMI records,
14 sometimes it takes as much as ten days to get a full set of
15 all the EMI records from you guys.

16 So it seems natural, when we look at these EMI
17 records, we do two things. We look for, A, long distance
18 calls which we have no EMI record for, i.e. the switched
19 access records; and then, B, we have a final tally of how
20 many EMI records came over the local group. So that seems
21 like a logical place where the credit would be issued.

22 Q. Let me take you to page 64 of your rebuttal --
23 actually it's pages 64 to 65, and specifically referencing
24 Figure R-5 that begins about midway through page 64 and
25 continues on to the following page.

1 A. (Mingo) Okay.

2 Q. Now, this chart is a chart comparing the total
3 minutes of use recorded on the LITGs to the total minutes of
4 use for which Core billed Verizon and the number of minutes
5 of use for which Core received EMI, correct?

6 A. (Mingo) Correct.

7 Q. So the ones for which Core received EMI which
8 are in the rightmost column, that would be representative of
9 the minutes of use that Core billed to third party carriers
10 such as AT&T or XO, correct?

11 A. (Mingo) That's assuming we bill all EMI records
12 and I'm not sure I'm going to assume that. We do try to
13 bill as many as possible but there's going to be some
14 fallout. What I did for this report was the total sum of
15 the EMI records. So you know --

16 Q. Could you repeat the last bit that you --

17 A. (Mingo) I said, what I did for this report was
18 I simply looked at the EMI data base that we have and looked
19 at the total number of EMI records and didn't look at
20 whether we billed it or not.

21 Q. Okay. And I understand your point is, you may
22 not have billed for each and every minute for which you
23 received EMI, but to the extent that you would have billed a
24 third party, it would have been based on --

25 A. (Mingo) Correct.

1 Q. -- what's in the -- all right. Can I point you
2 to the final section of the chart on page 65, the section
3 that begins with January, 2012? And again, as we just
4 discussed, all of the access toll connecting trunks with
5 Verizon had been disconnected by January, 2012, correct?

6 A. (Mingo) I think it was actually February. I
7 think it got disconnected in January so we had no ATCs in
8 February.

9 Q. Okay. All right. Well, then, for the most
10 part, with the exception of maybe some time denoted in
11 January of 2012, this should reflect minutes of use that
12 were received over the local interconnection trunk groups,
13 correct?

14 A. (Mingo) Again, assuming you're not sending us
15 extraneous EMI records.

16 Q. So at least from February, 2012 and on, all the
17 minutes of use reflected here were billed to Verizon,
18 correct?

19 A. (Mingo) Can you repeat that?

20 Q. Okay. At least as of the February, 2012 line of
21 this chart and going forward to the rest of the chart -- the
22 chart ends in August, 2012 -- all of the minutes of use
23 reflected here would have been billed to Verizon because
24 they were minutes received over local interconnection trunk
25 groups?

1 A. (Mingo) I think the column that says, total MOU
2 billed Verizon, that matches the total column -- (inaudible)
3 -- speaks for itself.

4 COURT REPORTER: Total matches what?

5 WITNESS MINGO: The column that says total MOU
6 recorded on LITGs matches, so it speaks for itself.

7 BY MS. KUHN:

8 Q. Okay. So you would have also billed Verizon for
9 the minutes of use for which this chart indicates you
10 received EMI records?

11 A. (Mingo) Yes.

12 Q. Okay. Now, again, I know you disagree, but
13 you're aware that Verizon has provided in its testimony a
14 review of the records that show that as much as 35 percent
15 of the traffic for which Core billed Verizon actually comes
16 from other carriers, correct? You understand that that's an
17 argument that has been made in this proceeding?

18 A. (Mingo) I understand that you don't feel you're
19 accountable for the minutes you don't tell us are third
20 parties, yes.

21 Q. Okay. I'm going to ask you again to answer the
22 question which I asked, which is, you understand that
23 Verizon has provided a percentage that differs from the
24 percentages here, that Verizon has stated that it believes
25 that as much as 35 percent of the traffic that has been

1 billed to Verizon is actually originated by other carriers?

2 A. (Mingo) In this proceeding, I have heard that
3 90 percent of all of our traffic went to eight numbers.

4 I've heard that 28 percent and --

5 Q. Okay. Mr. Mingo, I'm going to interrupt you --

6 A. (Mingo) -- now I've heard that 35 percent --

7 Q. I'm going to interrupt you. I'm going to ask
8 you to answer the question I asked, and Mr. Gruin can do his
9 redirect if he wants, but I need an answer to the question
10 actually being asked of you. Are you familiar with --

11 A. (Mingo) It is one of many answers you've given,
12 yes.

13 Q. All right. Now looking at this chart, given
14 what you've just said about billing all of the minutes
15 reflected here at least from February, 2012 and forward, and
16 given the EMI column, you'd have to admit that at least
17 somewhere between 5.5 and 8 percent of the minutes of use
18 for which you have billed Verizon came from other carriers?

19 A. (Mingo) Including Verizon Wireless and Verizon
20 IXC, yes.

21 Q. So at minimum -- let me back up. Why would it
22 have come from a Verizon IXC?

23 A. (Mingo) There are some minutes in this
24 category. Why would it? I'm not sure. But there is some
25 coming with Verizon CIC codes.

1 Q. So you would have to concede that at least from
2 5.5 to 8 percent of the minutes of use sent in this time
3 period, you have doublebilled Verizon and the other
4 provider?

5 A. (Mingo) And in the case where we billed both
6 Verizon Wireless and Verizon LEC, neither one has paid. I'm
7 sorry, Verizon LEC has paid.

8 MS. KUHN: And again, Your Honor, I guess I -- while
9 I'm not going to sort of renew motions to strike some of the
10 past testimony that has been admitted or whatever, I would
11 like to ask the witness to refrain from engaging in
12 supplementing his testimony about providers that are not
13 part of this case or matters that are not part of this case.
14 But we can move on.

15 BY MS. KUHN:

16 Q. Could you go to page 50 of your rebuttal, and
17 specifically lines 18 and 19 of page 50 of the rebuttal?

18 A. (Mingo) Yes.

19 Q. So you indicate here that you'd be willing to
20 discuss ways to ameliorate potential double billing to
21 Verizon but, and I quote, "This would be a concession to
22 Verizon." Why would it be a concession to stop double
23 billing?

24 A. (Van de Verg) I think that's a legal position
25 so I'll try to answer it. As far as I can tell, it's our

1 position that ICAs permit us to bill you for traffic you put
2 on local groups, so this entire discussion about how EMI
3 works in conjunction with local groups I think is something
4 that should be discussed, can be discussed but our legal
5 position is, you sent it on those local groups; just as you
6 would bill us, we will bill you.

7 Q. Do you believe you have an obligation under the
8 interconnection agreement to render accurate bills?

9 A. (Mingo) Based on the terms of the agreement,
10 yes.

11 Q. Do you believe you have a right to double bill
12 two carriers for the same traffic under the ICA?

13 A. (Mingo) I think this paragraph speaks for
14 itself that's saying that to the extent that a double
15 billing does occur, we are willing to discuss that with you
16 and enter into an appropriate ICA as a result.

17 Q. All right. Let's move on to a discussion of
18 your billings to us with respect to the sampling technique
19 you used for the traffic carried over the MF trunks.

20 A. (Mingo) Which page are we on?

21 Q. I'm going to get you there. I just wanted to
22 sort of set a framework. If you want, you can go to page 61
23 of your rebuttal testimony.

24 So we've established today that now the local
25 interconnection trunk groups are ones that use SS7 or

1 Signaling System 7, but that previously they were multi-
2 frequency trunks, right?

3 A. (Mingo) Correct.

4 Q. Okay. And you indicated in your testimony that
5 Core used, and I'm going to use your term, a sampling
6 technique to estimate the number of minutes that were coming
7 to it over the MF trunks, correct?

8 A. (Mingo) Correct.

9 Q. Okay. Could you just point me to where the
10 interconnection agreements outline the sampling technique
11 that you used?

12 A. (Van de Verg) I don't think the ICAs reference
13 a sampling technique.

14 Q. Okay. Could you look specifically starting at
15 line 17 of page 61 of your rebuttal? And you refer here to
16 standard statistical analysis. Just let me know when you
17 get there.

18 A. (Mingo) Yes.

19 Q. Okay. And you're referring there to your method
20 of determining how many minutes to bill over the MF trunks,
21 correct?

22 A. (Mingo) Yes.

23 Q. Did you design this process by yourself?

24 A. (Mingo) Yes.

25 Q. Okay. And according to what you say in line 23,

1 you have determined that your assumptions were statistically
2 safe?

3 A. (Mingo) Yes.

4 Q. Okay. Your degree is in economics; am I
5 correct?

6 A. (Mingo) Yes. And before I transferred to
7 Maryland, I actually was a statistical major at George
8 Washington University and took I think on the order of 30 to
9 40 credits in that.

10 Q. Okay. So what margin of error did you apply for
11 your purposes here in reaching the conclusion that it was
12 statistically safe?

13 A. (Mingo) It's a non-biased time sequence. It
14 would be fun to go back and actually calculate a precise
15 margin of error, but it's well less than one percent, I can
16 tell you right now.

17 Q. So you didn't specifically calculate one or
18 determine what margin would be appropriate?

19 A. (Mingo) No. We basically sampled out the area
20 under the curve. There are things like Monte Carlo
21 integration which --

22 COURT REPORTER: I'm sorry, like what?

23 WITNESS MINGO: Monte Carlo integration, which is a
24 technique that came around when curves became -- when curves
25 were more complicated, to calculate area under, and it's

1 easier random samples, and that's what margin of errors
2 matter for, is to see whether or not you have statistical
3 bias in an under the curve analysis like that. But this is
4 a simple time sequence.

5 BY MS. KUHN:

6 Q. Okay. Can I take you backwards just a couple of
7 pages to page 59 of your rebuttal? And here you're
8 addressing adjusting the minutes of use sampling. And let
9 me point you specifically, it starts around line 17 of page
10 59 and it continues on to the subsequent page. You're
11 talking about adjusting the minutes of use sampling to
12 account for modem training time.

13 A. (Mingo) Yes.

14 Q. Okay. Now, do you recall being asked in
15 discovery for studies or other documentation supporting the
16 adjustments Core made for modem training time?

17 A. (Mingo) I vaguely recall some questions along
18 those lines.

19 Q. Okay. Ms. Paiva is going to come by again, and
20 for the record, and I think we're on Verizon Cross Exhibit
21 7, she is going to provide you a copy of Core's November 1,
22 2012 response to Verizon Set IV, Interrogatory IV-8.

23 (Whereupon, the document was marked
24 as Verizon Cross-Examination
25 Exhibit No. 7 for identification.)

1 BY MS. KUHN:

2 Q. So in Subsection (b) of that interrogatory, you
3 were asked to produce all studies and other documentation
4 supporting Core's adjustments for modem training time, and
5 your answer indicates that you are aware of no studies or
6 documentation that are responsive to the request, correct?

7 A. (Mingo) That's correct.

8 Q. Okay. So that means, when you say you're not
9 aware of any studies, since this was a method created by
10 you, you mean you did not conduct any, correct?

11 A. (Mingo) Actually, no. I'm not aware of any
12 studies or documentation, but it's actually simple math.
13 What you do is you take a look at the average length it
14 takes for a modem to connect, and the reason why modem
15 connection times matter is it happens post-call.

16 The call is completed and terminated. At that point
17 the ISP -- the modem training begins. So from a telecom
18 perspective, the modem starts to train. So you take the
19 average length of call and you add the average length it
20 takes to train. And so is there a formal study? No, but we
21 did it based on the math we observed at the time, and it's,
22 you know, straightforward.

23 Q. Okay. So this math that you conducted, did you
24 provide documentation of that in response to this request?

25 A. (Mingo) I can't say I read it to mean something

1 other than a formal study or something.

2 Q. Okay. Let me take you to -- oh, I'm sorry,
3 we're done with that, yes. Moving to your surrebuttal
4 testimony at page 17 --

5 MR. GRUIN: Surrebuttal?

6 MS. KUHN: Yes, surrebuttal, page 17, starting around
7 line four.

8 (Pause.)

9 BY MS. KUHN:

10 Q. Are you ready?

11 A. (Mingo) Yes.

12 Q. Okay. So in this section of your testimony,
13 you're discussing Core's use of what you refer to as a
14 matching algorithm to match the EMI records provided by
15 Verizon with the call records from Core's own switch, and we
16 were just talking about those records from Core's switch a
17 couple of questions ago, so that any calls that matched
18 would not be billed to Verizon, correct?

19 A. (Mingo) Correct.

20 Q. Okay. And you state here that you use that
21 matching algorithm to weed out any calls in the EMI having
22 the same CPN, called number and date of call as a call
23 recorded on Core's switches from the calls billed as
24 switched access to Verizon, correct?

25 A. (Mingo) That's right.

1 Q. Okay. Do you remember being asked in discovery
2 whether Core also attempts to weed out such calls from the
3 calls billed to Verizon as reciprocal compensation?

4 A. (Mingo) I sort of recall.

5 Q. We'll mark this Verizon Cross Exhibit 8, and Ms.
6 Paiva will bring over to you Core's November 21, 2012
7 response to Verizon Set V, Interrogatory V-7.

8 (Whereupon, the document was marked
9 as Verizon Cross-Examination
10 Exhibit No. 8 for identification.)

11 BY MS. KUHN:

12 Q. Have you had a chance to look at this?

13 A. (Mingo) Yes.

14 Q. So in subpart (a) of this interrogatory, you
15 were asked whether Core asserts that it used the matching
16 algorithm for calls billed as reciprocal compensation to
17 Verizon, and your answer was no, correct?

18 A. (Mingo) That's correct.

19 Q. Okay. Now, is it fair to say that the majority
20 of the minutes of use for which you have billed Verizon are
21 billed as reciprocal compensation and not as switched
22 access?

23 A. (Mingo) In terms of MOUs, yes.

24 Q. The number of MOUs, okay. Let's go to your
25 switched access back billing. You have back billed Verizon

1 approximately, say \$2.5 million in switched access charges
2 for traffic that was carried over the SS7 trunks, correct?

3 A. (Mingo) Correct.

4 Q. And this is traffic for which Verizon has
5 already paid at the .0007 rate, correct?

6 A. (Mingo) Not necessarily. I included on that
7 traffic on the ATCTs that we could not match the EMI record
8 to. We didn't bill you any for that.

9 COURT REPORTER: I'm sorry, what was the ending?

10 WITNESS MINGO: I said, we didn't bill you any for
11 that.

12 BY MS. KUHN:

13 Q. Do you know what portion of the \$2.5 million
14 relates to traffic over the ATCTs?

15 A. (Mingo) Of course not. We don't know what
16 traffic on the EMI records came over those trunk groups.
17 That's the problem.

18 Q. But you've already stated that the ICA doesn't
19 require that, correct?

20 A. (Mingo) I'm not sure how the two connect, but
21 yes.

22 Q. All right. In addition to this \$2.5 million --
23 and I guess I'll point you to the Mingo direct testimony at
24 page 36, line 19 -- you discuss a figure of approximately --
25 I'll give you a second to get there. It's probably easier.

1 MR. GRUIN: I'm sorry, what --

2 MS. KUHN: Page 36 of the Mingo direct.

3 BY MS. KUHN:

4 Q. And then line 19, there's a figure of
5 \$2,661,655.78.

6 A. (Mingo) Yes, I see that number.

7 Q. And this figure purports to be a calculation of
8 what Core could theoretically have billed Verizon for
9 switched access carried over the MF trunks?

10 A. (Mingo) Well, by definition, right, if we don't
11 have ANI on an MF trunk, we can't rate the calls at all. So
12 consequently, any LD call, long distance or toll call you
13 may have put over the MF trunk group, we could not have
14 known, and so we can't do a precise analysis like we did
15 with the SS7 group. So this was an attempt to estimate how
16 much within the statute of limitations would be the amount
17 that came over -- the amount of toll traffic that came over
18 the MF network based upon the SS7 data and the MF volumes.

19 Q. So are you seeking a judgment against Verizon
20 for this amount in this case?

21 A. (Van de Verg) It's not clear to me that either
22 party can seek damages at the Pennsylvania Commission, and
23 so this is an estimate of what we think our damages are.
24 But again, I think it's an issue for briefing whether either
25 party can sort of ask the Commission to assess a damage

1 award.

2 Q. Let me ask it this way. If the Commission
3 hypothetically said yes, is this something you're seeking a
4 dollar judgment in this case --

5 A. (Van de Verg) We're seeking it. It's not clear
6 that either party is permitted to -- that the Commission has
7 the power to assess damages.

8 Q. Did you ever issue a bill to Verizon for this
9 amount?

10 A. (Van de Verg) No.

11 Q. Okay. So you refer to this as I guess a revenue
12 loss, but the revenues to which you're referring would be
13 switched access charges, right?

14 A. (Mingo) Correct.

15 Q. Okay. Is it Core's position that it is entitled
16 to bill Verizon switched access if Verizon did not originate
17 the call at issue?

18 A. (Van de Verg) I think our original position is
19 the same as yours, which is if you send us traffic on these
20 groups and some of it is rated as toll, we're going to bill
21 you the toll at the toll rates.

22 Q. So is your position based on Verizon's practice
23 or is your position based on something else?

24 A. (Van de Verg) It's based on the ICA as well as
25 Verizon -- I mean, Verizon has only confirmed what they

1 would do under the ICAs.

2 Q. And you're not disputing that Verizon is the
3 tandem provider, correct?

4 A. (Mingo) Verizon is the tandem provider.

5 Q. Verizon provides tandem transit service?

6 A. (Mingo) Yes.

7 Q. Okay. And Core does not provide tandem transit
8 service, correct?

9 A. (Mingo) Our ICA covers the world where we
10 could.

11 Q. Okay. But you don't provide it today? I think
12 we went over this before the break, actually.

13 A. (Mingo) Right, because you bill us for all,
14 because we have no vehicle to send you other parties' calls.

15 Q. Okay. Now, based on your testimony in direct
16 and in probably other rounds of testimony that a good
17 portion of your customer base is Internet service providers,
18 is it fair to conclude that a good portion of the traffic
19 for which Core asserts switched access back billing is ISP
20 bound traffic?

21 A. (Mingo) A lot has changed for us in the last
22 three years. That's an overly broad statement. I can't say
23 either way.

24 Q. I'm sorry. Can you repeat that more slowly?

25 A. (Mingo) I said, that's an overly broad

1 question. I can't say either way on it.

2 Q. Okay. Well, you did indicate just a few minutes
3 ago that you can discern between ISP bound traffic and VoIP
4 tariff, correct?

5 A. (Mingo) Based upon our CDR records, yes. We
6 know at the call completion time what trunk a call completed
7 to, so that's how we know. It's not based on number.

8 Q. Okay. But you're saying you have no idea
9 whether a good portion of this traffic that was billed as
10 switched access is ISP bound?

11 A. (Mingo) I would say that if you ask me
12 specifically for which month, I could go back and figure out
13 something, but I can't say right now either way when it may
14 have changed to more voice over IP dominated. That's what
15 I'm saying. Things have changed so much that I can't say
16 either way right now. I mean, October was a tremendous
17 growth month.

18 Q. But it's more than a de minimis amount?

19 A. (Mingo) Uh --

20 Q. More traffic than a de minimis amount is ISP
21 bound traffic?

22 A. (Mingo) In December, 2012, frankly I'm not sure
23 anymore. I mean --

24 Q. Okay. But we're talking -- I'm sorry, I didn't
25 mean to interrupt. We're talking about the back billing

1 here, so that's prior periods in time, correct?

2 A. (Mingo) I would say the earlier the period, the
3 higher the percentage of dialup. I don't know what the
4 curves are exactly off the top of my head, no.

5 Q. Now, you testified in the AT&T case that ISP
6 bound traffic cannot be access traffic, didn't you?

7 A. (Mingo) You're going to have to read the
8 question and the context.

9 Q. If you still have the Verizon direct up there,
10 is Exhibit 15 to Verizon direct, and if you look at page 109
11 of that transcript?

12 A. (Mingo) Okay.

13 Q. And at line 15, AT&T's counsel said, was
14 referring to a discussion in your testimony and there's a
15 statement that reads, "So whatever else it may be, ISP bound
16 traffic cannot be access traffic," and you confirmed that
17 that was the case, right?

18 A. (Mingo) Can you -- which page and line?

19 Q. It's page 109.

20 A. (Mingo) I'm confused how you get your question
21 out of what I said there.

22 Q. Am I looking at a different page 109?

23 A. (Van de Verg) The AT&T question --

24 Q. Okay, all right. Well, let me ask the question
25 a different way. You're involved in an arbitration with

1 Embarq right now, correct, that was the subject of some of
2 the dialog at the very beginning of this morning's
3 proceedings?

4 A. (Mingo) I'm aware of it. I can't say I'm
5 familiar with it. Chris is probably better to answer those
6 questions.

7 Q. Okay. Core presented testimony in that
8 arbitration with Embarq, correct, Mr. Van de Verg?

9 A. (Van de Verg) Yes, we did.

10 Q. And one of the witnesses who testified on behalf
11 of Core was Timothy J. Gates; is that correct?

12 A. (Van de Verg) Yes.

13 Q. Okay. Ms. Paiva is going to bring over a copy
14 of the June 4, 2007 testimony. This is rebuttal testimony
15 in the Embarq proceeding, this was produced by you in
16 discovery in this case. We'll mark that Verizon Cross 9, I
17 think.

18 (Whereupon, the document was marked
19 as Verizon Cross-Examination
20 Exhibit No. 9 for identification.)

21 BY MS. KUHN:

22 Q. If you could turn to page six of his testimony
23 on Core's behalf?

24 A. (Van de Verg) Yes.

25 Q. Starting at line 135, he enters into discussion

1 of why there is never a situation in which access charges
2 would apply to ISP bound traffic.

3 A. (Van de Verg) That's correct. That is what he
4 is saying here.

5 Q. Okay. Did Mr. Gates also testify on Core's
6 behalf in the Windstream arbitration case?

7 A. (Van de Verg) Yes, he did.

8 Q. Okay. Would it surprise you to hear that he
9 gave similar testimony in the Windstream proceeding?

10 A. (Van de Verg) No, it would not.

11 Q. Okay. Let's move on to your billings to Verizon
12 for tandem switching and transport. Okay. You have already
13 indicated this morning that Core does not have its own
14 tandem switch, correct?

15 A. (Mingo) Not presently, no.

16 Q. Okay. And Verizon doesn't send traffic to Core
17 to be transited to other carriers?

18 A. (Mingo) That's correct.

19 Q. Could you get in front of you Exhibit SR-5 to
20 your surrebuttal?

21 MS. KUHN: And Your Honor, this exhibit is
22 proprietary. Now, I'm wondering -- could we go off the
23 record a minute and let me chat with Mr. Gruin?

24 JUDGE COLWELL: Yes, we can.

25 (Discussion off the record.)

1 JUDGE COLWELL: We are on the proprietary record.

2 BY MS. KUHN:

3 Q. So I think, Mr. Mingo, you probably handle the
4 billing, so I'll direct these to you. This is an example of
5 a bill for switched access, and by "this" I'm referring to
6 Core Surrebuttal SR-5 which is a proprietary exhibit, and
7 it's a bill that you sent to Verizon in July of 2012,
8 correct?

9 A. (Mingo) Correct.

10 Q. And then following the bill, there are I believe
11 about 22 pages of supporting detail.

12 A. (Mingo) It looks familiar.

13 Q. And the billing detail is showing individual
14 rate elements that were charged to Verizon and I believe the
15 total that's in the first page of this exhibit is, if we
16 added up all the line items in the detail, we should come up
17 to the number on the invoice, correct?

18 A. (Mingo) Correct.

19 Q. I'm going to have Ms. Paiva bring over to you
20 copies of Core's November 21, 2012 responses to Verizon
21 Interrogatories V-3 and V-4, and we will mark this Verizon
22 Cross Exhibit 10.

23 (Whereupon, the document was marked
24 as Verizon Cross-Examination
25 Exhibit No. 10 for identification.)

1 MS. KUHN: And just for the record, we're discussing
2 this on the proprietary record but the responses themselves
3 are not proprietary in and of themselves.

4 WITNESS MINGO: Are you going to bring those up to
5 me?

6 MS. KUHN: Yes. Susan is going to bring them over.

7 (Pause.)

8 BY MS. KUHN:

9 Q. Have you had a chance to look at those?

10 A. (Mingo) Yes.

11 Q. And I realize Mr. Van de Verg was the
12 respondent, so I understand you may want to hand off
13 questions to him, but in these two interrogatories, you were
14 asked for the basis for Core's alleged authority to bill
15 tandem charges and 800 data base charges. And in these
16 responses, you cited to your Pennsylvania PUC Tariff No. 4
17 and FCC Tariff No. 3, correct?

18 A. (Van de Verg) Correct.

19 Q. Now, that doesn't really get to answering the
20 question why Core is entitled to bill tandem related charges
21 when it doesn't actually have a tandem switch, so what
22 service was Core actually providing to Verizon for which it
23 was entitled to bill the tandem charges reflected in
24 subparts (a) through (c) of the response to Interrogatory
25 V-3 and in (a) through (d) of Interrogatory V-4?

1 A. (Mingo) The functional equivalency rule gives
2 us the right to bill like a Verizon tandem because our
3 switch is servicing -- (inaudible) --

4 COURT REPORTER: I'm sorry, sir. I can't hear you.

5 WITNESS MINGO: I'm sorry. The functional
6 equivalency rule allows us to charge tandem elements because
7 our switch covered the same service area or larger than
8 Verizon's tandem equivalent.

9 BY MS. KUHN:

10 Q. So it's Core's position that that rule applies
11 to switched access traffic?

12 A. (Mingo) Yes.

13 Q. Okay. So not just recip. comp. traffic?

14 A. (Mingo) I believe PAETEC prevailed in the
15 federal court.

16 Q. Is all the traffic that Core is billing for here
17 coming through Verizon's tandem?

18 A. (Mingo) Yes, or Verizon's switches. Actually,
19 Verizon's tandem works.

20 Q. All right. This request V-3 also asks for your
21 authority to bill 800 data base charges. Was every single
22 call reflected in this bill and billing detail an 800 call
23 to a Core customer?

24 A. (Mingo) No.

25 Q. Okay. Is it not the case that Core switches are

1 not even capable of performing an 800 data base query?

2 A. (Mingo) That's not true anymore.

3 Q. Okay. When did this change occur?

4 A. (Mingo) Capable, they've always been capable.
5 Have we been doing it? Relatively recently, last few
6 months.

7 Q. Okay. Well, could you get the Verizon
8 surrebuttal in front of you and look at Exhibit 6-SR?

9 A. (Mingo) Verizon's surrebuttal or our
10 surrebuttal?

11 Q. Yes, Verizon's surrebuttal.

12 A. (Van de Verg) We don't have that up here.

13 MR. GRUIN: I'll bring it to you. 6-SR?

14 MS. KUHN: Yes.

15 (Document handed to the witnesses.)

16 BY MS. KUHN:

17 Q. Do you have that in front of you?

18 A. (Mingo) Which page?

19 Q. Well, Exhibit 6-SR generally.

20 A. (Mingo) Yes.

21 Q. And then let's go to the first page of it. So
22 the parties filed their surrebuttal on October 25th of this
23 year, correct?

24 A. (Mingo) I'm sorry?

25 Q. October 25th of this year is when the parties

1 filed their surrebuttal testimony, right?

2 A. (Mingo) Okay.

3 Q. Okay. So this was information pulled and
4 included in Verizon's testimony, and by way of example,
5 looking at the first page of Exhibit 6-SR, under the heading
6 "switched office functionality detail" -- and I guess, just
7 for the record, I should identify, this is the LERG entry.
8 This is described in Verizon's surrebuttal testimony. These
9 are the LERG entries for Core switches in Pennsylvania,
10 correct?

11 A. (Mingo) Could be. I don't deal directly with
12 what goes in the LERG data base --

13 Q. Okay.

14 A. (Mingo) -- on the -- (inaudible) --

15 Q. All right. So in the section that has the
16 heading, "switched office functionality detail," it
17 indicates here that this section identifies the
18 functionality that the switching entity has been designated
19 to perform by the exchange carrier, and it states that items
20 marked with an X are available in this office and items
21 marked with a dash are not available in this office.

22 And then the first line says SFP 800 and there's a
23 dash, correct?

24 A. (Mingo) And I would say this is a perfect
25 example of why the LERG is the Local Exchange Routing Guide

1 and not the Local Exchange Routing Authority. We obviously
2 haven't updated -- the data in the LERG isn't completely
3 accurate.

4 COURT REPORTER: What was the end of that?

5 WITNESS MINGO: The data in the LERG isn't completely
6 accurate.

7 BY MS. KUHN:

8 Q. Okay. It's Core's obligation to keep the LERG
9 updated, right?

10 A. (Mingo) I am not aware of any obligation to
11 keep the switch record accurate.

12 Q. Well, Core is the only entity that can provide
13 the LERG with accurate information about its own switches
14 and facilities, correct?

15 A. (Mingo) If you had a question about it, you
16 could ask me directly and I'll tell you what our switch can
17 do.

18 Q. Okay. Well, I guess what I am asking is, you're
19 telling me that your switches are 800 data base capable
20 today, and I am asking you, do you dispute that the LERG
21 reflects that they weren't, at least as of the filing of --

22 A. (Mingo) Again, I think that's a perfect example
23 of why it's a guide and not an authority.

24 Q. Okay. You stated a few minutes ago that in the
25 past few months, I believe you said, this capability has

1 been added to Core's switches?

2 A. (Mingo) Actually, they've always been capable.
3 We've only been using it the last few months.

4 Q. Okay. So for any of the access bills that have
5 been issued here, back bills, you would not have had 800
6 data base functionality in operation?

7 A. (Mingo) It wasn't working until recently, no.

8 Q. Okay. I'm going to have Ms. Paiva bring you a
9 copy of Section 5.2.2 of your Pennsylvania PUC Tariff No. 4,
10 and it is Verizon Cross Exhibit 11.

11 (Whereupon, the document was marked
12 as Verizon Cross-Examination
13 Exhibit No. 11 for identification.)

14 A. (Mingo) I'm sorry, where are we?

15 Q. Susan is going to bring you a document.

16 (Document handed to the witnesses.)

17 Q. So you should have in front of your Section
18 5.2.2 of Core's Pennsylvania PUC Tariff No. 4, Original
19 Sheet No. 49, which is what would have been in effect these
20 back billings had been made.

21 Does the section here on the toll-free 8XX data base
22 query say that the charge applies per minute of use or per
23 query?

24 A. (Mingo) It says per query.

25 Q. Okay. Could you take a look at the detail

1 that's provided in proprietary Exhibit Core SR-5 and tell me
2 whether Core billed the 800 data base queries on a query
3 basis or on an MOU basis?

4 A. (Mingo) It does look like it's per MOU basis.

5 Q. Okay. And does it look like it was done that
6 way for each of the entries on here?

7 A. (Mingo) I --

8 Q. I know you can't look through 22 pages.

9 A. (Mingo) I recognize that we may have an anomaly
10 in regards to this one element, and we need to look at it.

11 Q. Now, Core also billed a number of --

12 (Pause.)

13 Q. Okay. Why was Core billing an 800 data base
14 charge at all if our traffic wasn't 800 toll-free?

15 A. (Mingo) Again, I recognize we have a charge
16 here that I don't fully understand that was billing per MOU,
17 and for the less than two percent issue that it is, we're
18 happy to take a look at it and understand why it's on a per
19 MOU basis. I recognize this one element might be -- we
20 might have a -- (inaudible) --

21 COURT REPORTER: Might be what?

22 WITNESS MINGO: We might have a flaw in this one
23 element. I recognize that.

24 BY MS. KUHN:

25 Q. Yes. Okay. Aside from the per query versus per

1 minute of use inconsistency, why is the charge there at all?

2 A. (Mingo) Again --

3 Q. Are you claiming you were doing 800 data base
4 dips?

5 A. (Mingo) Again, I need to go back with our
6 consultants on what this issue is. I mean, I recognize this
7 is a lot of payroll here for this less than two percent of
8 this one line. I don't recognize the discrepancy, so we can
9 talk about that --

10 Q. So at first blush -- I'm sorry, I didn't -- go
11 ahead and finish your answer.

12 A. (Mingo) So we can talk about it as much as you
13 like, but you know, it is a two percent issue, and I'm happy
14 to understand it more fully and perhaps credit you back.

15 Q. Core also billed a number of information
16 surcharges to Verizon, if you look at this billing detail.

17 A. (Mingo) Yes.

18 Q. Ms. Paiva is going to bring you another exhibit
19 that's a packet of several pages from your Pennsylvania PUC
20 Tariff No. 4. And we'll mark this Verizon Cross Exhibit 12.

21 (Whereupon, the document was marked
22 as Verizon Cross-Examination
23 Exhibit No. 12 for identification.)

24 MS. KUHN: I don't know how much of this is actually
25 proprietary, because we have yet to speak of a specific

1 number, but I guess we're about to.

2 (Document handed to the witnesses.)

3 MS. KUHN: For the record, what the witness is being
4 handed is a packet of pages from Core's Pennsylvania PUC
5 Tariff No. 4 consisting of Supplement No. 1, Original Sheet
6 52.10; Supplement No. 1, Original Sheet 52.28; Supplement
7 No. 1, Original Sheet No. 52.34; Supplement No. 1, Original
8 Sheet No. 52.5; and Supplement No. 1, Original Sheet No.
9 52.12.

10 BY MS. KUHN:

11 Q. If you can take a look at the front page of this
12 Verizon Cross Exhibit 12, and if you look at Section
13 5.4.11.C.2, your tariff indicates that information
14 surcharges apply per 100 access minutes, correct?

15 A. (Mingo) Yes.

16 Q. Now, if you look at what Core actually charged
17 for an information surcharge in the Commonwealth Telephone
18 Company territory, and I can point you to a page of this
19 exhibit -- unfortunately, the pages themselves are not
20 numbered, but it's the ninth page of the billing detail in
21 Exhibit SR-5 to your surrebuttal. Did Core bill the
22 information surcharge for every minute of use instead of per
23 100 minutes of use?

24 A. (Mingo) This is the first time you guys have
25 brought it up. It looks to me that we are not dividing by

1 100 here.

2 Q. Okay. So in other words --

3 A. (Mingo) And these are the sort of things that
4 in a healthy discourse, two different companies resolve
5 without it being a last-minute litigation issue.

6 Q. Okay. It would be accurate then to say that
7 Verizon was overbilled by a factor of 100 here?

8 A. (Mingo) And has paid none of it anyway.

9 Q. Has what?

10 A. (Mingo) Has paid none of it anyway.

11 Q. Well, okay. Would it surprise you that there
12 are other instances reflected here where Verizon was
13 similarly charged an information surcharge per minute of use
14 instead of per 100 minutes of use?

15 A. (Mingo) On the information surcharge?

16 Q. Yes.

17 A. (Mingo) It would not surprise me, no.

18 Q. Okay. Let's look at the common carrier line
19 charges reflected in the billing detail, and I'll use the
20 abbreviation CCL for the carrier common line. What was the
21 basis for the CCLs that you billed here?

22 A. (Mingo) Our consultants went back and forth
23 with Pennsylvania staff to figure out what -- the per MOU
24 equivalent of the access line CCL. That homework was well
25 done. That's something I'm very much on top of, so --

1 Q. And did you say with the Pennsylvania staff --
2 you mean Commission staff?

3 A. (Mingo) Yes. These per MOU rates are a
4 derivation of our per line rates based upon calculations
5 that our consultant worked with with Pennsylvania Commission
6 staff.

7 Q. Okay. Was this in the context of a proceeding
8 regarding the approval of your tariff?

9 A. (Mingo) I believe so, yes. I believe so.

10 Q. Was there a formal docketed proceeding about
11 this?

12 A. (Mingo) I'm not sure.

13 Q. Mr. Van de Verg, do you know?

14 A. (Van de Verg) I'm not aware of one.

15 Q. When did this review with staff occur?

16 A. (Mingo) I believe it occurs every time we file
17 a new tariff.

18 Q. Okay. So I know that most carriers updated
19 their access tariffs effective July 1st because of changes
20 required by the FCC order, so as far as we could tell in
21 looking at these tariff pages, the tariff that would have
22 been in effect prior to that July 1st change was this May,
23 2009 period. Was there a review with staff at that time, or
24 is the process you're describing relative to the change in
25 rates in July of this year?

1 A. (Mingo) I know it happened a couple of times.
2 When we were generating bills, we discussed the per MOU
3 versus access lines with our consultants. I know -- I don't
4 know exactly when it was in years past. I do know we had a
5 conversation this very summer about it in light of the July
6 1 findings.

7 And again, I'd like to note that this is the sort of
8 thing that in a normal dispute process we work out with
9 carriers. Unfortunately, this is the first time I'm hearing
10 anything from you about these bills.

11 Q. Okay. Would it surprise you if I were to
12 indicate that we've seen very different per minute of use
13 CCLs for the carriers whose territories are represented in
14 the bill detail here?

15 A. (Mingo) I would say our number of access
16 minutes versus the rate is different than theirs.

17 Q. Okay. Did you assist the consultants in the
18 calculations that were done?

19 A. (Mingo) He generated the numbers. I'm not sure
20 what basis of information he used.

21 Q. Okay. So --

22 A. (Mingo) So he asked me a wide array of
23 questions about all kinds of things, but I ended up with a
24 per MOU rate from him.

25 Q. Okay. So you can't walk me from the per line

1 rate that any of these particular rural ILECs charge and how
2 we get from that per line CCL to the per MOU number that you
3 provide here in your billing detail?

4 A. (Mingo) I can tell you that we had a consultant
5 talk with Pennsylvania staff and go through the data we have
6 on our access lines, and this was the calculation that came
7 out of it.

8 Q. Okay. But you recall that happened at various
9 points in time, but as I understood you, you couldn't
10 confirm that it occurred with respect to the CCLs reflected
11 for the billing in this specific time period, this back
12 billing that occurred?

13 A. (Mingo) Again, this is the first time you've
14 mentioned it.

15 Q. I understand that.

16 A. (Mingo) I can say that the consultant that
17 works with this worked this out with the Pennsylvania
18 Commission and gave these per MOUs.

19 Q. Okay. So you did not calculate the MOU rates
20 yourself? You obtained them from the consultant?

21 A. (Mingo) Yes.

22 Q. Okay. So in other words, you can't walk me
23 through -- like if I were to show you a particular carrier's
24 per line rate, you would not be able to get me from that
25 number to the MOU reflected here?

1 A. (Mingo) Not without a discussion with him.

2 Q. Okay. Would it be accurate to say that the per
3 minute of use rate that the consultant worked out is not the
4 same as the per minute of use rate that the ILEC whose
5 territory was involved was billing?

6 A. (Mingo) I would say they have different data,
7 and I wouldn't know whether it's plus, minus, differential
8 or whatever. I don't know.

9 Q. But they would not match?

10 A. (Mingo) It wouldn't surprise me if they don't
11 match. I don't know.

12 Q. Okay. All right. I think we're going to move
13 on to a new topic, and Mr. Van de Verg, I think this
14 probably will be something you'll discuss because I'm going
15 to refer to a couple of Commission decisions.

16 MS. KUHN: Oh, we can go off the proprietary record,
17 Your Honor.

18 JUDGE COLWELL: Okay.

19 MS. KUHN: And actually -- and I hate to do this now
20 -- but Mr. Gruin, I don't feel that anything that was
21 revealed there actually was of concern to you.

22 MR. GRUIN: I agree.

23 MS. KUHN: Maybe we could just strike the propriety
24 designation from that cross.

25 JUDGE COLWELL: We can do that.

1 MS. KUHN: Your Honor, if you give us just a minute,
2 I thought in the interest of time, I just have four things
3 left to mark. We thought we'd mark them all and bring them
4 all to the witness at one time.

5 JUDGE COLWELL: That's fine. Go ahead.

6 WITNESS VAN DE VERG: In that case, could I take a
7 quick bathroom break?

8 JUDGE COLWELL: Yes. Off the record.

9 (Recess.)

10 JUDGE COLWELL: Back on the record.

11 Ms. Kuhn?

12 MS. KUHN: For the record, we just distributed a
13 number of exhibits to the witnesses and counsel, and I was
14 just going to walk through them and identify them for the
15 record.

16 The first, which has been identified as Verizon Cross
17 Exhibit 13, is a copy of the Pennsylvania Public Utility
18 Commission Statement of Policy in Docket No. I-0020093, and
19 it was dated October 14, 2005, was the entry date for that
20 statement of policy.

21 (Whereupon, the document was marked
22 as Verizon Cross-Examination
23 Exhibit No. 13 for identification.)

24 MS. KUHN: The next exhibit, which was marked Verizon
25 Cross Exhibit 14, is the Commission's Opinion and Order

1 entered December 4, 2006 in cases A-301922F002, Am. A and
2 Am. B, and this is Core's certification order.

3 (Whereupon, the document was marked
4 as Verizon Cross-Examination
5 Exhibit No. 14 for identification.)

6 MS. KUHN: The third exhibit is a packet of discovery
7 responses from Core which has been marked Verizon Cross
8 Exhibit 15. And for the record, it includes Core's July 5,
9 2012 responses to Verizon Set I, Interrogatories I-7 and
10 I-11, and Core responses to Verizon's Request to Produce
11 I-13 through I-18; Core's response to Verizon's Request for
12 Admission I-9; as well as Core's November 1, 2012 responses
13 to Verizon Set IV discovery, Interrogatories IV-9 through
14 IV-11.

15 (Whereupon, the document was marked
16 as Verizon Cross-Examination
17 Exhibit No. 15 for identification.)

18 MS. KUHN: Marked as Verizon Cross Exhibit 16 is the
19 direct testimony of Timothy J. Gates on behalf of Core
20 Communications in the Embarq arbitration proceeding dated
21 Commission April 27, 2007.

22 (Whereupon, the document was marked
23 as Verizon Cross-Examination
24 Exhibit No. 16 for identification.)

25 MS. KUHN: And the final exhibit, marked Verizon

1 Cross Exhibit 17, is a copy of the November 27, 2007 reply
2 brief of Core Communications in its arbitration case with
3 Windstream Pennsylvania.

4 (Whereupon, the document was marked
5 as Verizon Cross-Examination
6 Exhibit No. 17 for identification.)

7 BY MS. KUHN:

8 Q. Mr. Van de Verg, you should have in front of you
9 marked as Verizon Cross Exhibit 13 the Pennsylvania
10 Commission's Statement of Policy on Virtual NXX traffic
11 which we also will refer to as VNXX traffic.

12 A. (Van de Verg) Yes.

13 Q. Can I point you to the top of page three, and
14 there the Commission explains, and I'm quoting from the
15 policy statement, "With VNXX service, a customer can obtain
16 a telephone number from an NXX code that is associated with
17 a rate center or local calling area in which they are not
18 physically located. This type of arrangement or service has
19 been referred to as 'virtual' NXX because the customer has
20 only a virtual presence as opposed to a physical presence in
21 the local calling area based solely on the use of the
22 assigned NXX code for that local calling area." Are you
23 familiar with this PUC policy statement?

24 A. (Van de Verg) I've seen it, yes.

25 Q. All right. Let me then point you to what's been

1 marked as Verizon Cross Exhibit 14, which is the Core
2 certification order. Could you turn to page eight of that
3 order? And at the beginning of the third full paragraph on
4 page eight, the Commission finds, and I'm again quoting,
5 "Core utilizes 'virtual' NXX (VNXX) arrangements to
6 provision local calling numbers for its customers." Is that
7 accurate?

8 A. (Van de Verg) Yes.

9 Q. Okay. Now, do your operations today differ from
10 your practices as described in this certification order or
11 as described in the Commission's policy statement from 2005?

12 A. (Van de Verg) Yes.

13 Q. Okay. Could you explain how they differ?

14 A. (Van de Verg) Well, we offer voice related
15 services now and wholesale VoIP.

16 Q. Okay. Well, I guess --

17 A. (Van de Verg) Wholesale voice. Sorry.

18 Q. I'm sorry, and I should have been more clear.
19 With respect to the services you offer to ISP customers, has
20 anything changed with respect to this description of how you
21 serve them?

22 A. (Van de Verg) The way we serve ISPs hasn't
23 really changed in any way I can think of that's material.

24 Q. Okay. Let me direct your attention to Verizon
25 Cross Exhibit 15, which was the packet of various discovery

1 responses, and you are listed -- to the extent a respondent
2 is provided, because for document production requests there
3 is not an identified respondent, but you are identified as
4 the respondent to various of these discovery responses; is
5 that correct?

6 A. (Van de Verg) Yeah, I see the first one I am
7 sponsoring.

8 Q. Now, these are all discovery requests relating
9 to virtual NXX or VNXX service or alternately something
10 described as virtual foreign exchange service, which is
11 often abbreviated as V/FX service, correct?

12 A. (Van de Verg) Okay.

13 Q. Well, do you -- go ahead and flip through. I'm
14 just getting your confirmation that --

15 A. (Van de Verg) I see the word V/FX and V/FX
16 throughout these responses.

17 Q. Okay. So throughout these responses, Core
18 consistently denied providing VNXX or V/FX services, didn't
19 it?

20 A. (Van de Verg) Correct. We don't offer a
21 service that's called VNXX. You can't call us up and say,
22 "Hey, Core, we want to get VNXX service. Can you get that
23 to us?"

24 Q. But is the service that you offer your ISP
25 customers subsumed, for example, by the Commission's

1 description of what VNXX is?

2 A. (Van de Verg) I would say that the issue of
3 VNXX or V/FX has arose as a way for incumbents to resist
4 compensating CLECs for certain traffic. And I'm not trying
5 to be argumentative, but it's really, it comes out of those
6 cases. It's not something that we came up with on our own.
7 It's something that, do we offer the ability for an ISP to
8 receive calls from throughout a LATA? Yes. Is that ISP
9 located ultimately maybe in just one local calling area?
10 That's possible.

11 Q. Okay. So you would agree then that the service
12 you offer to your ISP customers calls within the description
13 of how the Commission has described VNXX service?

14 A. (Van de Verg) I think the best way to say it is
15 that the services we provide permit this phenomenon of what
16 in these cases is called VNXX or V/FX to occur.

17 Q. Okay. If you look at the final page of Verizon
18 Cross Exhibit 15, in the response to Verizon Interrogatory
19 IV-11, the final sentence of your answer indicates that
20 Core's number assignments and its customers' use thereof may
21 result in VNXX traffic." Do you --

22 A. (Van de Verg) That's right. I think that's
23 what I was trying to say just now.

24 Q. Okay. So you're Core's general counsel and you
25 have been for some period of time, correct?

1 A. (Van de Verg) Correct.

2 Q. Okay. And so you were Core's general counsel at
3 the time you were litigating the Embarq and Windstream
4 arbitrations. In fact, I believe they're still ongoing,
5 correct?

6 A. (Van de Verg) Yes.

7 Q. Okay. If you look at Verizon Cross Exhibit 16,
8 which is again the direct testimony of Timothy Gates on
9 Core's behalf, does he testify that Core provides VNXX
10 service?

11 A. (Van de Verg) I don't know. If you can point
12 me to a page, I can confirm that.

13 Q. Why don't you take a look starting around page
14 33.

15 A. (Van de Verg) Okay.

16 Q. And there's also some discussion of it at page
17 40, for example. So he seems to be indicating here that
18 Core's managed port service is in effect a virtual NXX or
19 VNXX type service offering, doesn't he?

20 A. (Van de Verg) Well, I mean, you can read the
21 testimony. It says, page 33, starting at line 791, he says,
22 "Core sells its managed port service ... to ISPs where it is
23 a certificated CLEC. This service is usually provided in
24 conjunction with what is referred to as virtual NXX or VNXX
25 number assignments."

1 Q. And then he continues on to say that VNXX is
2 just another name for the same functionality that has been
3 provided for decades by ILECs under the name foreign
4 exchange or FX service, doesn't he?

5 A. (Van de Verg) I'm sorry, what page is that?

6 Q. Right after the section where you stopped
7 reading, starting at line 794 of page 33 of this exhibit.

8 A. (Van de Verg) "It is just another name for the
9 same functionality as" --

10 (Pause.)

11 A. (Van de Verg) -- "has been" -- yes, "has been
12 provided by ILECs."

13 Q. Okay. Let me actually direct you to another
14 portion of page 33, kind of above where you were reading.
15 Doesn't Core's witness indicate that it is, "common in the
16 industry" and even "the standard operating arrangement in
17 the industry" to serve ISPs through VNXX services? And I'm
18 looking specifically at lines 781 through 788 or so on page
19 33.

20 A. (Van de Verg) He says, it would be common for
21 ISPs to obtain telephone numbers from CLECs or ILECs that
22 are "local" to areas where they have customers. Is that
23 what you mean?

24 Q. Well, and then he continues on to say, "Because
25 the CLECs or ILECs are providing local numbers for the ISPs

1 where they have no local presence, the service is referred
2 to as virtual NXX or VNXX service, and is in essence
3 identical to the FX service offered by Embarq, at least from
4 an end user customer perspective," correct?

5 A. (Van de Verg) Yeah, I see that.

6 Q. Okay. Would it surprise you that, for example,
7 in the Embarq arbitration Core submitted testimony
8 consistent with this type of testimony?

9 A. (Van de Verg) Consistent in what way?

10 Q. Again --

11 A. (Van de Verg) I thought this was the Embarq
12 case.

13 Q. No, this -- I'm sorry, I'm sorry, I'm correct.
14 It was the rebuttal testimony of a different Core witness in
15 the same case. It was Mr. Weber. Would it surprise you --
16 Mr. Weber filed the rebuttal?

17 A. (Van de Verg) Yeah, I think they're roughly
18 contemporary. I could see the wording being similar. If I
19 could explain, I think what Mr. Gates is saying -- and he's
20 someone who worked with a lot of kind of larger nationwide
21 CLECs, in particular Level 3, they may very well offer
22 something they call VNXX service and they may specify very
23 carefully what that means as opposed to standard local
24 exchange service. In our tariff and our operations, there's
25 no distinction.

1 Q. Okay. Could you get Verizon Cross Exhibit 17?
2 And again, this is a reply brief that Core filed in the
3 Windstream arbitration case. Could you look at pages 15
4 through 18 of that reply brief?

5 A. (Van de Verg) Okay.

6 Q. So this is a fairly lengthy discussion of what
7 is reputedly referred to as Core's VNXX services, right?

8 A. (Van de Verg) It talks about VNXX arrangements.
9 Again, this is a creature of litigation. There's nothing in
10 our services that's VNXX or not. It's just an issue that
11 comes up because ILECs raise it.

12 Q. Okay. But this does refer -- for example, the
13 paragraph that begins near the bottom of page 15 -- and this
14 is Core's brief, correct?

15 A. (Van de Verg) Correct.

16 Q. Okay. So you're talking about your own VNXX
17 services here, right?

18 A. (Van de Verg) That's correct. If you want to
19 say, okay, Core's VNXX service, all right, that's shorthand
20 for traffic that, you know, could be classified as VNXX
21 according to Windstream.

22 Q. All right. I just got --

23 A. (Van de Verg) If you litigate the same issue 20
24 times, you start to take some shortcuts in describing what's
25 at issue, and you know how that goes.

1 MS. KUHN: I'm almost finished, Your Honor. I've got
2 just a few stray questions that kind of didn't fall neatly
3 within a particular topic area.

4 BY MS. KUHN:

5 Q. The first one, Mr. Mingo, relates to your direct
6 testimony, page 15, line 10.

7 A. (Van de Verg) I'm sorry, did we move to another
8 document?

9 Q. Yeah, it's directed to Mr. Mingo.

10 A. (Van de Verg) I'm sorry.

11 Q. We're moving to Mr. Mingo's direct testimony,
12 page 15, line 10.

13 (Witness perusing document.)

14 A. (Mingo) Okay.

15 Q. Your statement at line 10, and you're talking
16 the information that Core records, says, "Core records the
17 CPN," which refers to calling party number, "CN," which
18 refers to called number, "start time, answer time and end
19 time," and then you say in parens, "among other fields" at
20 its terminating switches. What other fields of information
21 does Core record?

22 A. (Mingo) List questions are difficult because I
23 know I'm not going to get them all. But it does include
24 destination hunt group --

25 COURT REPORTER: Destination what?

1 WITNESS MINGO: Hunt group. Let's see. It records
2 the income hunt group. You know, if you asked me this in
3 discovery, I would go through this CDR and give you a list
4 of all the fields. Off the top of my head, you know, it's
5 other fields.

6 BY MS. KUHN:

7 Q. Are there like 20 more or probably just a few
8 more? Do you have any feel?

9 A. (Mingo) Well, it could be more than 20 more
10 fields, yes.

11 Q. Okay.

12 A. (Mingo) We do store all the PCAPs, packet
13 captures for -- I'm sure that's not an acronym on the --

14 Q. That's not on her list.

15 A. (Mingo) We do store all the PCAPs of the SS7
16 signaling layer, so --

17 COURT REPORTER: Of the what?

18 WITNESS MINGO: We store all the PCAPs of the SS7
19 signaling layer, so every SS7 parameter that's passed is
20 recorded. But I'm not sure which ones are in the CDRs
21 exactly.

22 BY MS. KUHN:

23 Q. Could I next point you to page 24 of your
24 direct, lines 11 through 12? And here you're talking about
25 Verizon's request for additional CDRs being proof of bad

1 faith. And in part, it seems to be that you're saying that
2 because you allege that Verizon ignored certain CDRs and
3 asked for others. So I just want to clarify with you -- and
4 again, CDR stands for call detail record. I bet that's in
5 the list, but I don't have it in front of me. So the CDRs
6 that Core sent to Verizon in January, 2011 were for calls
7 that Core routed to Verizon, correct?

8 A. (Mingo) That's what I'm saying there, yes.

9 Q. Right. Okay. Now, the CDRs you refer to here
10 as additional CDRs, and I'm referring to line 11 at page 24
11 of your direct, those were CDRs that Verizon had requested
12 for which Core had based its billings to Verizon, right?

13 A. (Mingo) I'm not sure, looking at this.

14 Q. Would you dispute that in one instance the
15 records being discussed were records for calls from Core to
16 Verizon and the second batch of CDRs was calling in the
17 opposite direction, so in other words it wasn't the same set
18 of call records?

19 A. (Mingo) Give me a second to get that in
20 context.

21 Q. Sure.

22 (Pause.)

23 A. (Mingo) It looks like what we're trying to say
24 here is that the CDR exchange in January went nowhere, and
25 repeated follow-ups from us post-exchange went nowhere.

1 Q. But you're not asserting that it's the same set
2 of records being discussed in both places?

3 A. (Mingo) Within this time line, I'm not sure
4 whether -- (inaudible) --

5 Q. All right. I believe this is also a question
6 for Mr. Mingo, but I'm just moving on to the rebuttal, page
7 52, and in particular lines 14 and 15 of page 52 of the
8 rebuttal.

9 A. (Van de Verg) Getting buried in paper here.

10 Q. Sorry. We should all plant a tree after the
11 hearing ends.

12 (Pause.)

13 A. (Van de Verg) Got it.

14 MR. GRUIN: Page 52?

15 MS. KUHN: Yes, page 52, lines 14 to 15.

16 WITNESS MINGO: Okay.

17 BY MS. KUHN:

18 Q. Here you're stating that you get locally dialed
19 calls over the ATCTs and you have provided the CDRs to prove
20 it. On the terminating side of a call, you can't tell
21 whether a call is dialed one-plus or not, can you?

22 A. (Mingo) Are you saying that -- no, of course I
23 can't.

24 Q. You said of course you can?

25 A. (Mingo) Of course I can't, no.

1 Q. Can't, okay.

2 A. (Mingo) Can't, and that's actually -- that's a
3 very, very interesting question. That's the whole point
4 about some of this accountability issue. By definition, if
5 you send me a CIC code and I can't know whether it's dialed
6 one-plus or not, how am I supposed to differentiate between
7 it being charged a toll call or a local call? We are
8 dependent upon your information. You are correct.

9 Q. Could you turn to the next page of your
10 rebuttal, page 53, line 26? And I think this might be a
11 typo. You say, "There is no EMI" -- I think you meant to
12 say "field" -- "no EMI field dedicated to OCN or CIC."

13 A. (Mingo) Would you please --

14 Q. Page 53, line 26.

15 A. (Mingo) I think we have a mistake here.

16 Q. So you would agree that there are EMI fields for
17 both OCN and for CIC?

18 A. (Mingo) Yeah, the EMI record is not associated
19 with the in-stream calling, so -- (inaudible) --

20 Q. Could you repeat --

21 COURT REPORTER: So what?

22 WITNESS MINGO: I said, the EMI record is not
23 associated with -- the fundamental problem is the EMI record
24 is not associated with the in-call SS7 stream, so there is
25 an EMI field dedicated to CIC and there is an EMI field

1 dedicated to OCN. The question, however, is going to
2 something different, which is there's nothing in the SS7
3 call stream.

4 So I would correct this and say, there is no -- that
5 Verizon -- I would say there is nothing -- that Verizon is
6 not passing OCN or CIC in the call stream.

7 COURT REPORTER: There's nothing that what?

8 WITNESS MINGO: I would say that -- I would get rid
9 of the first, before the first comma, before the second
10 comma, and say, Verizon is not passing OCN or CIC in the SS7
11 call stream, so --

12 BY MS. KUHN:

13 Q. Okay. Could you go to page 60 of the rebuttal,
14 lines three to four? And you're talking here about the time
15 stamp records.

16 A. (Mingo) Yes.

17 A. (Van de Verg) I'm just going to pose a
18 hypothetical. If Core had mistakenly included an access
19 toll connecting trunk in monitoring the MF trunks, would the
20 time stamp records contain any information that would allow
21 Core or Verizon for that matter to discern that error?

22 A. (Mingo) If we hypothetically made a mistake, we
23 would have hypothetical mistakes.

24 Q. But there wouldn't be a way to tell from the
25 time stamp records one way or the other?

1 A. (Mingo) No.

2 Q. Okay. Last couple of questions, going to your
3 surrebuttal, page eight, and I'm looking specifically
4 towards the bottom. The testimony states, starting at line
5 25, "While Verizon claims that it cannot pass CPN in EMI for
6 wireless traffic," and then you go on to say that Core's
7 competitive providers can and do. Now, did Verizon say that
8 if a CMR -- I'm sorry, commercial mobile radio service
9 provider, CMRS provider -- if a CMRS provider provides
10 Verizon with its CPN, Verizon sends that CPN to Core in the
11 SS7 signaling, correct?

12 A. (Mingo) That's correct.

13 Q. All right. On page 16 of the surrebuttal,
14 starting around line 26 and continuing on to the top of page
15 17, you state here that, "It is true we," meaning Core,
16 "produced CDRs for all traffic terminating on our network.
17 There are a variety of issues at play in this proceeding,
18 and we felt it was necessary to have as complete a record as
19 possible. We also provided a key to the trunk groups, so
20 that Verizon could associate each call record with a trunk
21 group. This does not mean that Core billed Verizon for all
22 this traffic, and Verizon knows that." So in other words,
23 when Verizon asked you to provide CDRs to support your
24 billings to Verizon, you provided CDRs both for traffic for
25 which you did bill Verizon and CDRs for which you did not?

1 Q. First I wanted to ask you a few questions about
2 the rejoinder testimony that you gave this morning when you
3 first got up on the stand and you were talking about the
4 RLECs, the rural incumbent local exchange carriers, and I
5 believe you said that you recently started billing the RLECs
6 for terminating charges; is that right?

7 A. (Mingo) Yes.

8 Q. And would that be in 2012?

9 A. (Mingo) It would be in 2012 and I have no idea
10 whether it's the complete set of RLECs, but it seems that
11 you were doing some record keeping changes in your network.

12 Q. All right. So it's some of the RLECs, it may
13 not be all of the RLECs?

14 A. (Mingo) I wouldn't even necessarily assume
15 that. It may be some of some RLECs.

16 Q. And I think you just said this, that you are
17 billing them based on the EMIs being provided to you by
18 Verizon, correct?

19 A. (Mingo) As Deb so astutely pointed out, we
20 can't know what the relationship is with the other carrier.
21 We can't know whether or not it's a one-plus dialed or
22 whether it's local without the information you provide us.
23 So yeah, no, we are 100 percent dependent on billing third
24 parties for traffic coming over your trunk based upon your
25 data.

1 Q. So yes, you're billing them based upon the
2 Verizon EMI?

3 A. (Mingo) That's correct.

4 Q. And at what rate are you billing them? Is it
5 .0007?

6 A. (Mingo) The RLECs?

7 Q. Yes.

8 A. (Mingo) I am not sure.

9 Q. Well, if you don't know, that's fine.

10 A. (Mingo) I suppose it depends on the call, it
11 depends on -- (inaudible) -- received, depends on whether
12 it's an OCN or a CIC. I'm not -- that's too broad a
13 question for me to say with any specificity.

14 Q. Right. So I guess it could be a combination of
15 access, switched access billing and billing for local calls?

16 A. (Mingo) I would say that there is some
17 intrastate and some interstate components, yes.

18 Q. All right. So now we're talking about 2012, so
19 the calls, they must be coming to you over the local
20 interconnection trunks, correct?

21 A. (Mingo) Again, assuming, with the caveat,
22 assuming that you're sending us no extraneous information,
23 yes.

24 Q. Okay. And so you are still billing Verizon for
25 100 percent of the minutes coming over the local

1 interconnection trunks?

2 A. (Mingo) We've been over this. We bill for all
3 the minutes on the local trunk groups, yes.

4 Q. Right. So then you must be billing Verizon for
5 the same calls that you're billing to these RLECs, correct?

6 A. (Mingo) Again, assuming there's no extraneous
7 information, that would make sense. We don't know for sure
8 because we don't have a complete set -- you don't give us a
9 full set of EMI records for all the calls you receive, so
10 comparing the two data sets is a very difficult thing at
11 best.

12 Q. And I think you also said this morning when you
13 testified, I believe you started out saying that at the time
14 that the arbitration commenced with Windstream, it was, I
15 think you said something like theoretical because Windstream
16 was not actually sending Core any traffic; did you say that?

17 A. (Mingo) I believe so.

18 Q. What about when the arbitration commenced with
19 Embarq, now known as CenturyLink, were they sending Core
20 traffic?

21 A. (Mingo) Well, we recognized that some traffic
22 was coming through Verizon tandem as did your folks, so --

23 Q. So traffic coming from CenturyLink to Core?

24 A. (Mingo) We recognized that there was some
25 traffic flowing through your tandems that were coming from

1 CenturyLink.

2 Q. All right. And I think I also heard you say
3 something to the effect that it's not efficient -- this has
4 to do with the indirect interconnection -- it's not
5 efficient to have Verizon in the middle, especially if
6 Verizon is charging transit fees. Do you remember saying
7 that?

8 A. (Mingo) Makes sense.

9 Q. Now, back I guess when the records were
10 developed in these cases a few years ago, Core argued that
11 it actually was efficient sometimes at least to send the
12 traffic indirectly through the tandems, correct?

13 A. (Mingo) When there are a small number of
14 minutes, it probably could be operationally more efficient
15 to go through a common tandem. We would prefer it not to be
16 you folks because we will have to spend hundreds of
17 thousands of dollars in litigation to handle a two dollar
18 question.

19 Q. So then, are you changing your position in the
20 RLEC arbitrations regarding indirect interconnection?

21 A. (Van de Verg) I think, if I could just, because
22 I was involved in those cases, I think our thinking on
23 Verizon's tandems and how they operate and how they work or
24 don't work has changed a lot in the intervening five or six
25 years since we formulated those positions in the Embargo and

1 Windstream cases.

2 Q. And I know you have an opportunity to refresh
3 the record in those cases, but that date is coming up in the
4 future, correct? You haven't done it yet?

5 A. (Van de Verg) December 14th.

6 Q. Right. So I guess it's fair to say you may be
7 reflecting that evolved thinking in your plan?

8 A. (Van de Verg) We may, and I'm sure Embarq and
9 Windstream will. Well, I shouldn't say that. I suspect
10 they will.

11 Q. Right. I also heard, when you were talking
12 about AT&T and the traffic, the CLEC traffic, I believe you
13 said something to the effect that AT&T's traffic was
14 plummeting, diminishing in volume, so I guess currently
15 there is not very much AT&T traffic?

16 A. (Mingo) The CIC 0292 is very diminished.

17 Q. De minimis?

18 A. (Mingo) Very de minimis, yes.

19 Q. But you're still receiving traffic from other
20 CLECs through Verizon's tandem, correct?

21 A. (Mingo) I assume we are. I don't know what the
22 list is. I do know that most of our third party traffic now
23 comes through competitive tandems.

24 COURT REPORTER: Comes through --

25 WITNESS MINGO: Competitive tandems.

1 BY MS. PAIVA:

2 Q. But -- no, strike that. All right.

3 A. (Mingo) If you want me to go on about it, I can
4 tell you that when we render a bill to a CLEC, we give them
5 a complete set of EMI records, regardless of which tandem it
6 came over.

7 Q. All right. That's all I had on the rejoinder,
8 so the only other thing I wanted to do was walk through with
9 you a little bit on the exhibit, this is the exhibit to the
10 Mingo direct, Exhibit No. 1, which is the network diagram
11 and some narrative. So I'll give you a minute to find that.

12 (Witness perusing document.)

13 MR. GRUIN: Which exhibit?

14 MS. PAIVA: No. 1 to his direct.

15 I'm going to ask Mr. Gruin off the record if he
16 thinks this is going to be proprietary.

17 JUDGE COLWELL: Go ahead. Off the record.

18 (Discussion off the record.)

19 JUDGE COLWELL: Let's go back on the record.

20 (Pause.)

21 MS. PAIVA: I think Mr. Mingo is still looking at the
22 diagram.

23 BY MS. PAIVA:

24 Q. Did you find it?

25 A. (Mingo) Yes.

1 Q. Okay. Before we actually look at the diagram in
2 detail, I had a couple preliminary questions so that we
3 understand what I'm asking you and the record is clear.

4 So you testified that Core has basically two types of
5 customers, one being the ISPs and the other being the VoIP
6 customers, correct?

7 A. (Mingo) For the testimony, I called it voice --
8 (inaudible) -- but yes.

9 COURT REPORTER: Called it what?

10 WITNESS MINGO: Called it voice customers. We have
11 ISP and voice customers.

12 BY MS. PAIVA:

13 Q. Okay. And I think we already discussed a lot
14 about the ISP customers, okay. I think we understand what
15 those are. In your diagram, those are what you refer to as
16 the managed modem customers, right?

17 A. (Mingo) The copy I have is blurry, so I need to
18 squint at it a bit. But yet, the managed modem customers
19 would be ISP customers, yes.

20 Q. Here, you want me to see if I can give you a
21 better copy of the diagram?

22 A. (Mingo) That would help.

23 Q. So you don't have to look at a blurry copy.

24 (Pause.)

25 Q. I think it's the same.

1 A. (Mingo) It's the same.

2 A. (Van de Verg) I have it on the computer. It
3 will show up.

4 (Pause.)

5 A. (Mingo) I can make it out.

6 Q. Okay. I don't remember if you answered, but are
7 the ISPs the managed modem?

8 A. (Mingo) Yes.

9 Q. And then the other customers, I think I've seen
10 them referred to as VoIP customers and I think you just said
11 voice customers. Is that the same thing?

12 A. (Mingo) Yes.

13 Q. Okay. And --

14 A. (Mingo) VoIP is a technology that is a subset
15 of voice. VoIP is technology. Voice is a customer, so
16 voice is a service.

17 Q. Okay. So the distinction between the two is
18 that the ISPs are taking calls and directing them to the
19 Internet to give dialup Internet connectivity, whereas the
20 voice VoIP customers are basically taking voice calls?

21 A. (Mingo) Correct.

22 Q. Right. But the voice, the VoIP customers, are
23 they also predominantly inbound calling, calling more
24 flowing towards Core rather than out from Core?

25 A. (Mingo) That was our first line of voice

1 business, was inbound-only voice customers. We have added
2 outbound services and we have added some -- we have added
3 outbound services. So the actual evolution was pretty
4 straightforward. We were very used to handling a tremendous
5 amount of inbound volume in a dialup space.

6 As the dialup market declined, we had extra capacity.
7 It's not a big leap to go to inbound oriented voice
8 customers using the same kind of technology, and then later,
9 you know, we're still in progress of adding outbound
10 customers.

11 Q. So an example of the inbound voice customer
12 would be like a conference line, conference calling service?

13 A. (Mingo) Conference call would be a large user
14 of inbound calls, yes.

15 Q. Now, for the outbound calling, is it the same
16 customer making the outbound calling or do you have a
17 different customer set making the outbound calling?

18 A. (Mingo) Different customer set.

19 Q. And is there a general description of those or
20 is it just ordinary retail customers?

21 A. (Mingo) What we found entering the wholesale
22 outbound voice over IP market or voice market is that there
23 are a tremendous number of least cost routers or LCRs out
24 there. And to characterize that customer up the stream as
25 being one thing or the other would be disingenuous because I

1 don't know.

2 The reality is most of our outbound customers -- we
3 have a handful of outbound customers right now. All of them
4 are a wholesale carrier in their own respect of some kind.
5 So we look at the outbound service as nothing more than a
6 termination rate deck and are a niche player and a small
7 subset of that world.

8 Q. I've sometimes heard the term a carrier's
9 carrier. Is that what you're describing?

10 A. (Mingo) I think the outbound market, there's a
11 lot of really interesting facets to the outbound market.
12 Most importantly, it's not tied to phone numbers, right?
13 Phone numbers are something that are statically put in
14 people's switches.

15 And so for the inbound business, you end up in a
16 world where you have to handle calls for those numbers from
17 any carrier. In the outbound world, you can specifically
18 choose subset spot markets of pathways, and you don't have
19 to have ubiquitous -- so I wouldn't say we're a carrier's
20 carrier. I would say we sell specific destinations in which
21 we can compete.

22 Q. So I guess, if I'm understanding you correctly
23 then, these customers of yours, the wholesale carriers,
24 they're not getting numbers from Core, right?

25 A. (Mingo) Correct.

1 Q. So instead they have their own numbers or
2 wherever they're getting their traffic and they bring it to
3 Core and Core terminates it for them?

4 A. (Mingo) Actually, coincidentally, most of our
5 handful of carriers, handful of outbound carriers are
6 carriers who used us for inbound services previously. But
7 they're different customer bases and different rate decks.
8 And so I wouldn't say they're not -- the customers aren't
9 correlated, no.

10 Q. Right. So even though you had a relationship
11 with the customer, this is a different type of service that
12 they're --

13 A. (Mingo) It sort of goes to the heart of this
14 whole accountability issue in the case, I mean, or one of
15 the issues here. When we sell an inbound service to receive
16 a voice number on Harrisburg Number A, that customer is free
17 to choose any outbound carrier it wants to place calls in
18 the other direction, and that's just the LCR, least cost
19 router world. That's probably the most effective
20 marketplace in the telecom industry, is the least cost
21 routing world.

22 So if End User A, say a carrier like Vonage has a 717
23 number going to here, going to someplace in Harrisburg,
24 Vonage can choose which terminating carrier they want to
25 based upon any criteria they want, right: destination if

1 it's a viable route; if it's price; whether it's an
2 individual carrier's particular policy on the pretty matched
3 up world between retail local toll dichotomies and wholesale
4 access versus recip. comp.

5 And lots of LCRs have very different views on what
6 these things are. So there is no correlation between who
7 owns the number and where the call came from.

8 Q. How do you figure out what kind of compensation
9 to apply to a traffic stream like that?

10 A. (Mingo) We produce a rate deck, if that's what
11 you mean.

12 Q. And is it based on the originating NPA-NXX of
13 the call?

14 A. (Mingo) We do actually have three different
15 rate decks based upon what we suspect -- what we either are
16 being charged or what should be charged by the terminating
17 carrier, and the rate decks do have rates for interstate,
18 intrastate, intrastate VoIP and local.

19 Q. So these rate decks are what you charge your
20 wholesale customer based on your estimate of what you will
21 ultimately be charged?

22 A. (Mingo) That would be what I hope every
23 business in the United States works, based upon -- a markup
24 based upon our cost. That's the nature of transactions.

25 Q. No, I was just trying to understand if the rate

1 deck you were referring to was what you're charging your
2 customer.

3 A. (Mingo) Yes.

4 Q. Right. You're not referring to the terminating
5 charges. I mean, it's based on the terminating charges but
6 you're referring to --

7 A. (Mingo) Or in --

8 Q. -- how you calculate the charges --

9 A. (Mingo) -- (inaudible) -- with Verizon, with
10 you folks, it's based on what they should be, not what they
11 are.

12 Q. The traffic that's coming from these wholesale
13 customers that you're terminating for them, it's not
14 necessarily from Pennsylvania, right? It could be from out
15 of state?

16 A. (Mingo) That's why we have different categories
17 for -- right? So now that voice over IP is clearly
18 251(b)(5) and everything is to be handled within the rubric
19 of an ICA, the voice over IP elements are different than
20 they were two years ago.

21 COURT REPORTER: Clearly --

22 WITNESS MINGO: Different than they were two years
23 ago.

24 COURT REPORTER: Oh two ninety-five?

25 WITNESS MINGO: Sorry, 251(b)(5), the fact that voice

1 is 251(b)(5). So I know that our briefs are going to have a
2 lot of fun between both parties on what is 251(b)(5). I'm
3 looking forward to reading your viewpoint.

4 BY MS. PAIVA:

5 Q. Right. We won't get into all that here. I
6 guess to the extent this traffic is VoIP, then it doesn't
7 really matter if it's interstate or intrastate, right, based
8 on the rate changes?

9 A. (Mingo) Except for the risk that -- the
10 litigation risk of an -- (inaudible) -- who is not going to
11 recognize any of those distinctions within the order.

12 Q. I guess --

13 A. (Mingo) So we do charge more based upon a
14 litigation risk.

15 Q. All right. Going back to the two categories of
16 customers, maybe there's really three categories of
17 customers, but let me ask you this. On the chart, you refer
18 -- you have the managed modems. Those are the ISPs. And
19 then you also have the collocated VoIP customers.

20 A. (Mingo) Yes.

21 Q. Would that include both these groups we just
22 talked about, both the conference call group and these voice
23 wholesale customers?

24 A. (Mingo) I would say the difference between the
25 IP world and the TDM world is, in the IP world, since it's a

1 cloud, we don't actually know the transport points with any
2 degree of clarity.

3 In the TDM world, you know what Point A and Point B
4 is and you can track the entire line. In the IP world -- so
5 I don't -- our customers, whatever I answer today, the next
6 customer tomorrow will want a completely different
7 architecture. The fact of the matter is, options we include
8 facilitate what they believe is the best, most optimal
9 network configuration, including collocating equipment,
10 including conference bridges that are collocated on our
11 network so that we can -- so that it's very clear where the
12 termination point is, and to session border controllers to
13 handle potential routes from who knows where out there in
14 the IP cloud.

15 Q. But sitting here today, I mean, we don't know
16 what's going to happen in the future, but the category
17 collocated VoIP customers that you used in your chart, does
18 that cover all the customers that we discussed today other
19 than the ISPs?

20 A. (Mingo) I'm not sure all of the outbound
21 customers necessarily are collocated.

22 Q. Okay. I guess when we go through the chart, we
23 can talk about the differences. I'm not sure that this is
24 proprietary yet. The locations of your switches, is that
25 proprietary?

1 A. (Mingo) No.

2 MS. PAIVA: Okay. So I think I can still ask him
3 this before we go on the proprietary record.

4 BY MS. PAIVA:

5 Q. So in your testimony, you say that Core has six
6 switches in Pennsylvania, correct?

7 A. (Mingo) Yes.

8 Q. And one per LATA, right?

9 A. (Mingo) Correct.

10 Q. All right. And the switches are in Altoona,
11 Erie, Harrisburg, Philadelphia, Pittsburgh and Wilkes-Barre,
12 right?

13 A. (Mingo) Altoona, Erie --

14 Q. Erie, Harrisburg --

15 A. (Mingo) Yes.

16 Q. Philadelphia?

17 A. (Mingo) Yes.

18 Q. Pittsburgh?

19 A. (Mingo) Yes.

20 Q. Wilkes-Barre?

21 A. (Mingo) Yes.

22 Q. All right. So in each LATA -- and I guess a
23 LATA is a portion of Pennsylvania that's divided up I guess
24 to distinguish, you know, the difference between intrastate
25 -- I guess it's hard to even describe what it is, but it's a

1 distinction of calling, like whether it's interLATA or
2 intraLATA for routing purposes?

3 A. (Mingo) I would say a LATA is a definition, a
4 spawn of the MFJ and we're just living in that boundary.

5 Q. Something that's decreasing in relevance as time
6 passes, correct?

7 A. (Mingo) Are you testifying?

8 Q. No. Strike that. What I wanted to ask you was,
9 in each LATA, there are rate centers that the underlying
10 ILEC that serves the LATA has a rate center; are you
11 familiar with that?

12 A. (Mingo) That's correct, yes.

13 Q. It would be correct to say that there could be
14 dozens of rate centers in each LATA?

15 A. (Mingo) That's correct.

16 Q. And Core does not have a switch in each rate
17 center, does it?

18 A. (Mingo) I know that's the burden you would like
19 to place upon us, but no, we would not waste our money in
20 that fashion.

21 Q. And so because you haven't set up yourself that
22 way, you don't actually accept traffic in every rate center,
23 correct?

24 A. (Mingo) If -- let's say in your dozens of rate
25 center hypothetical, let's take the Harrisburg LATA for a

1 specific example, and there are dozens of rate centers in
2 this LATA. In the Harrisburg LATA, there's one tandem for
3 Verizon and one tandem for Verizon North, and it doesn't
4 matter which rate center. All the traffic is going to go
5 between your tandem and our single switch that covers the
6 LATA. It doesn't matter which rate center it is. All the
7 traffic flow goes the same way, which is why the VNX concept
8 is not operationally relevant.

9 Q. I think you said it's all going to be exchanged
10 in one physical location within the LATA.

11 A. (Mingo) That's the point of having the physical
12 exchange point, is to exchange traffic areas.

13 MS. PAIVA: All right. Now let's look at the
14 diagram, and then now I think we need to go on the
15 proprietary record.

16 (Whereupon, the following pages 395 through 413 were
17 sealed and bound separately.)

18
19
20
21
22
23
24
25

1 JUDGE COLWELL: Back on the record.

2 Ms. Paiva, have you finished or did you have
3 something else?

4 MS. PAIVA: No. We finished. We're eventually going
5 to move for the admission of our exhibits. Should we do
6 that now or after the redirect?

7 JUDGE COLWELL: I think you should do it now.

8 MS. KUHN: Your Honor, at this time Verizon would
9 move for admission of its Cross Exhibits 1 through 17 into
10 the record.

11 JUDGE COLWELL: Including No. 4?

12 MS. KUHN: Does Mr. Gruin have an objection to No. 4?

13 MR. GRUIN: Yes. I was going to object to No. 4.

14 MS. KUHN: All right. We're not submitting it for
15 the truth of the matters asserted within the filing. We do
16 want to note the existence of the filing. I don't know, we
17 could just note that on the record.

18 It is also a publicly filed document at the FCC,
19 which I guess we could also cite to independently.

20 JUDGE COLWELL: That would be the preferred way,
21 because this isn't the right witness, either of them, to
22 sponsor it.

23 MR. GRUIN: That's our problem with it. It's not the
24 hearsay aspect but the sponsoring aspect. Neither of them
25 have reviewed it or can speak to it. It would have been

1 more appropriate as an exhibit to direct testimony or
2 something like that.

3 MS. KUHN: You only raised it in your surrebuttal so
4 we didn't have another round of testimony to address it.

5 MR. GRUIN: Okay.

6 JUDGE COLWELL: That leaves us with Cross Exhibits 1
7 through 3 and 5 through 17. Any objections to any of those?

8 MR. GRUIN: No, Your Honor.

9 JUDGE COLWELL: They are admitted.

10 (Whereupon, the documents marked as
11 Verizon Cross-Examination Exhibits
12 Nos. 1 through 3 and 5 through 17
13 were received in evidence.)

14 JUDGE COLWELL: All right, Mr. Gruin. I think you're
15 up.

16 MR. GRUIN: Thank you, Your Honor.

17 REDIRECT EXAMINATION

18 BY MR. GRUIN:

19 Q. Okay. Mr. Mingo and Mr. Van de Verg, I'm going
20 to progress in basically the same order that Verizon asked
21 you their questions, starting with Ms. Kuhn this morning and
22 working our way up to Ms. Paiva.

23 And the first topic I want to have you address is the
24 issue of financial solvency. Ms. Kuhn began the day with a
25 series of questions to you, Mr. Mingo, about Core's

1 financial condition and she sketched out what she described
2 as, quote, a worst case scenario for Core, and if everything
3 goes terribly wrong and today you had to write a check, what
4 would happen.

5 Let me ask you, in the best case scenario, what is
6 the best case scenario for Core in this case and generally
7 in disputes with Verizon?

8 A. (Mingo) The best case scenario in terms of
9 dollar amounts or in terms of going forward? I mean,
10 ultimately, as the company is dependent upon them for
11 connection, what we're seeking is fair terms that would
12 apply in both directions, that match the ICAs that have been
13 in place for some time, and financial elements, since the
14 traffic flow is still vastly from Verizon to us, we
15 recognize this case would be a pretty substantial net
16 payment for Verizon to us. Without it, it's a simple
17 question of whether or not a company can compete when they
18 have to pay exorbitant sums for the small amount of traffic
19 to them but recoup either nothing or close to nothing in the
20 vast amount of traffic from them. So it's the heart of
21 whether or not the Act survives or not.

22 Q. Okay. So even if the Commission didn't order
23 you to pay anything, but you still lost in all your issues,
24 would Core be able to go on as a competitive LEC?

25 A. (Mingo) Unlikely.

1 Q. Why is that?

2 A. (Mingo) Because when we receive traffic, we
3 incur costs. We just went through a diagram of our network.
4 It's substantial, cost us money to maintain, cost us money
5 in rent. It cost us money to buy. If we can't recoup
6 compensation for that from the company that terminates it,
7 then we can't pay for that. It's just the nature of being
8 in the business of having content that other carriers'
9 customers want to call.

10 Conversely, if we have to pay out of market -- I'm
11 sorry, I should say not cost based switched access rates for
12 traffic that everyone including the FCC recognizes is
13 251(b)(5) traffic, we cannot compete with Verizon's own
14 wholesale Verizon business or anyone else. So it very much
15 is a battle in terms of trade.

16 Q. Okay. Moving on, Ms. Kuhn asked you about your
17 arrangements with the new competitive tandem provider that
18 you use now in replacement of Verizon's tandem service.

19 A. (Mingo) Yes.

20 Q. And you said that you do not pay these providers
21 any fee; is that correct?

22 A. (Mingo) That's correct.

23 Q. And these providers collect their revenues from
24 the interexchange carriers who send them traffic; is that
25 right?

1 A. (Mingo) Interexchange carriers, CMRS carriers
2 and CLECs.

3 Q. Okay. Is that a tandem transit fee? Is that
4 what they're charging?

5 A. (Mingo) Yes, they're charging a tandem transit
6 fee.

7 Q. Do you know if Verizon charges that same fee
8 today to other carriers who send traffic to you?

9 A. (Mingo) Verizon is charging a tandem transit
10 fee for all traffic that comes to us that's for a third
11 party. And I would note that the tandem transit fee is
12 larger than the .0007, so it's difficult to see where their
13 damage would be.

14 Q. So even though, even if you're billing Verizon
15 .0007 for a minute that they are sending to you over their
16 tandem transit service from another third party carrier,
17 Verizon is making more than .0007 on that call?

18 A. (Mingo) For that hypothetical worst case two
19 percent ratio based upon the EMI volumes, they're still
20 generating revenues from another carrier greater than .0007.

21 Q. I want to talk about, there was a series of
22 questions about your ability to use the Verizon provisioned
23 AT&T trunks prior to 2010. Do you recall those series of
24 questions from Ms. Kuhn?

25 A. (Mingo) Yes.

1 Q. And in your direct testimony, your written
2 testimony, there's a statement she pointed you to which said
3 that you did not use the ATC MF trunks until 2010.

4 A. (Mingo) Actually I believe we said we weren't
5 using any of the ATCs until 2010. At 2010 we started the
6 outbound business and for the first time we will put on a
7 couple calls on the outbound portion of those groups.
8 Before then, it was Verizon switches alone that determined
9 the use of those trunks.

10 Q. Okay. And because she pointed out the fact that
11 the AT&T traffic came in to you on these ATCT trunks well
12 before 2010, right?

13 A. (Mingo) Right.

14 Q. So do you want to clarify what you meant as far
15 as, you didn't use the trunks before 2010?

16 A. (Mingo) They were being utilized, for sure. I
17 think we all recognize that. The question is, who was using
18 them. And their switches determined whether or not it went
19 over local groups or whether it went over ATCs.

20 A good portion of this case involves the universe
21 between or the problem that the EMI records are not a
22 complete data set in their own right, and so what does the
23 subset of that data set represent.

24 And since the way we read the agreement, the EMI
25 records were for calls over the ATCs, it was logical to

1 assume there was a one-to-one relationship. But as this
2 case has progressed, that's clearly not the case, so that
3 creates the problems. But when we terminate calls, it's
4 their switches that determine which group it comes over.

5 Q. Mr. Van de Verg, several times throughout Ms.
6 Kuhn's cross-examination she asked you about industry
7 standards for various items as far as I think jurisdictional
8 traffic and provisioning of circuits and so on. In your
9 view, if there is an industry standard related to a topic
10 and an explicit interconnection agreement provision on that
11 topic, which one controls?

12 A. (Van de Verg) The interconnection agreement.

13 Q. Okay. Do you recall Ms. Kuhn asking questions
14 about a waiver petition that Verizon filed at the FCC?

15 A. (Van de Verg) Yes.

16 Q. And it was in the context of a big docket that
17 was opened by the FCC; is that correct?

18 A. (Van de Verg) Yeah. It's actually I think 12
19 dockets.

20 Q. Okay. And she questioned why you were not aware
21 of that filing.

22 A. (Van de Verg) Correct.

23 Q. Can you tell us how many parties filed comments
24 in that proceeding underneath all of those 12 dockets?

25 A. (Van de Verg) I would estimate well over a

1 hundred, probably more like four to five hundred.

2 Q. Okay. And how big is your legal department at
3 Core?

4 A. (Van de Verg) I'm the only member of the legal
5 department of Core.

6 Q. Do you have the capability to track every
7 comment filed at the FCC in a proceeding as large as the
8 intercarrier compensation reform docket?

9 A. (Van de Verg) No, I don't.

10 A. (Mingo) I'd like to add something.

11 Q. Mr. Mingo?

12 A. (Mingo) Thinking about whether or not we would
13 engage in a forward-looking waiver petition over how Verizon
14 uses MF facilities, I wouldn't sanction a single penny being
15 spent in that because we have made our commitment to the SS7
16 network and we don't use the MF network anymore at all.

17 We are not going to get a refund on our SS7
18 equipment. It's a functionality that could have been
19 provided ten years ago. It's now provided moving forward.
20 Frankly, the issue is moot to us.

21 Q. So you're saying, even if you were aware of that
22 petition, would you have filed comments in response to
23 Verizon's comments?

24 A. (Mingo) That would be a waste of our resources.

25 Q. The CIC codes you're referring to that are

1 associated with AT&T, do you remember talking about that?

2 A. (Mingo) Yes.

3 Q. Are those CIC codes maintained by an
4 organization or in a system somewhere?

5 A. (Mingo) Yes.

6 Q. Who maintains those CIC codes?

7 A. (Mingo) I believe the authority is NANPA.

8 Q. And did you refer to a NANPA list or a data base
9 to confirm which carrier is associated with which CIC codes?

10 A. (Mingo) Yes.

11 MR. GRUIN: I'm passing out a document that I'll mark
12 as Core -- mark it as Cross Exhibit No. 1, if that's okay,
13 even though it's redirect?

14 JUDGE COLWELL: It's not really a cross exhibit.

15 MR. GRUIN: I'll mark this as Core Redirect 1.

16 JUDGE COLWELL: All right.

17 (Whereupon, the document was marked
18 as Core Redirect Examination
19 Exhibit No. 1 for identification.)

20 BY MR. GRUIN:

21 Q. Mr. Mingo, can you identify the document for us?

22 A. (Mingo) It's titled, Feature Group D CIC Report
23 from the NANP Administration System.

24 Q. And what does this report reflect?

25 A. (Mingo) CIC code assignments.

1 Q. And would you flip to the second page of this
2 portion of the report? There are two highlighted entries
3 there.

4 A. (Mingo) I mean, you know, I think it's
5 important to say, this is Feature Group D CIC report, so
6 this is for Feature Group D traffic which -- a/k/a the
7 ATCTs. And on the second page, the ones that were relevant
8 to the AT&T case frankly was 0292, Teleport Communications
9 Group Inc., a subsidiary of AT&T. So this is for their
10 Feature Group D traffic to use CIC 0292.

11 Q. And do you rely on the NANPA list, the Feature
12 Group D CIC report to determine which CICs are associated
13 with which carriers?

14 A. (Mingo) Yes.

15 Q. Okay. Do you remember Ms. Kuhn questioning you
16 about the legitimacy and the accuracy of your MF sampling
17 techniques?

18 A. (Mingo) Yes.

19 Q. Has Verizon provided you with any information in
20 this case which would give you any reason to doubt any of
21 your conclusions regarding your MF sampling technique?

22 A. (Mingo) Quite the contrary. They've paid those
23 bills. Even though they described themselves as a reluctant
24 third party, they've paid those bills for ten years. So it
25 seems like confirmation than anything.

1 Q. Have they provided you with any switch records
2 that contradicted your analysis?

3 A. (Mingo) That's the amazing thing to me in this
4 case is, we don't have copies of their switch records.

5 Q. Are you aware of any information that they could
6 have provided to you that would have allowed you to change
7 your analysis?

8 A. (Mingo) Well, I mean, if they're going to
9 challenge a bill, they should have some data upon which to
10 challenge it, and we haven't seen any of that.

11 Q. Mr. Van de Verg, could you turn to -- do you
12 have Verizon's cross exhibits in front of you?

13 A. (Van de Verg) Yes.

14 Q. Could you flip to Verizon Cross Exhibit No. 9
15 which was a portion of the testimony of Tim Gates?

16 A. (Van de Verg) Yes.

17 Q. And do you recall Ms. Kuhn questioning you about
18 a passage on page six?

19 A. (Van de Verg) Yes.

20 Q. And I believe she questioned you about his
21 stated position there that access charges could not apply to
22 ISP bound traffic. Do you recall her asking about that?

23 A. (Van de Verg) Yes.

24 Q. First of all, can you clarify what Mr. Gates was
25 testifying about in that case?

1 A. (Van de Verg) Mr. Gates had a theory that the
2 access charges could never apply to ISP bound traffic and he
3 based that largely on something called the ESP exemption
4 which goes back to the founding days of the I guess
5 intercarrier compensation, when access charges were first
6 developed.

7 The FCC determined that an ISP should be able to
8 purchase its telecommunications services out of a retail
9 tariff rather than being treated as a carrier and having to
10 pay the same special access charges that an IXC might have
11 to pay.

12 Q. Now, in that case, was the issue of whether
13 Embarq was responsible for paying Core access charges or was
14 it whether Core was responsible for paying Embarq access
15 charges?

16 A. (Van de Verg) In that case, Embarq was actually
17 alleging that when they sent us ISP bound traffic, we had to
18 pay them originating access.

19 Q. And is that the position that Mr. Gates was
20 responding to in this passage?

21 A. (Van de Verg) I believe so, yes.

22 Q. Besides this Embarq arbitration and the
23 Windstream arbitration that was referred to earlier, have
24 you ever retained Mr. Gates' services as a witness in any
25 other case?

1 A. (Van de Verg) No.

2 Q. And do you adopt his position with respect to
3 whether access charges apply to ISP bound traffic?

4 A. (Van de Verg) The way he stated it, I agree
5 with him, originating access charges do not apply. But when
6 he says that the ESP exemption means that access charges
7 could never apply to ISP bound traffic, if you can read his
8 testimony that way, I would disagree with that. I don't
9 think the ESP exemption really is even relevant to the
10 analysis.

11 Q. Okay. Mr. Van de Verg, again, I'd like to refer
12 you to the series of questions regarding so VNXX or V/FX
13 traffic. Do you recall those questions?

14 A. (Van de Verg) Yes.

15 Q. And I believe Ms. Kuhn pointed you to a passage
16 in Verizon Cross Exhibit 17. Could you get that?

17 A. (Van de Verg) Which -- could you describe it?

18 Q. It's Verizon Cross Exhibit 17. It is a portion
19 of the reply brief of Core in the, I believe it was the
20 Windstream arbitration.

21 A. (Van de Verg) Yes.

22 Q. And she referred to a passage on page 15 of that
23 document. Could you flip to page 15, please?

24 A. (Van de Verg) Yes.

25 Q. And the section she pointed you to and had you

1 discuss was the final paragraph there on page 15.

2 A. (Van de Verg) Okay.

3 Q. Could you clarify for us whether Core was
4 referring to VNXX service or whether it was reciting
5 Windstream's position on that phenomenon?

6 A. (Van de Verg) It's the latter. It says that,
7 "Windstream argues at great length that Core's VNXX service"
8 -- so this is Windstream speaking, or this is our
9 understanding of Windstream's position.

10 Q. Okay. Now, you explained or you started to
11 explain this, I guess I'll call it a nuanced difference
12 between providing VNXX service or having VNXX flow from your
13 provision of services. Could you elaborate on that and
14 clarify that for us?

15 A. (Van de Verg) It's just that, again, it's an
16 issue that arose in litigation about incumbent LECs making
17 an argument that certain traffic should be treated
18 differently. Again, from our network point of view, it's
19 not a different service. There's no traffic for VNXX, at
20 least not that we have. Another CLEC might.

21 Q. Mr. Mingo, do you market VNXX service?

22 A. (Mingo) Every number in a switch is an abstract
23 concept. It gets routed to a specific destination after the
24 switching happens. So to the extent that it matters at all,
25 it doesn't matter in the switching elements.

1 And what we're talking here are about switching
2 charges. We're not talking about post-switch transport
3 charges. So it's not operationally relevant within the
4 switch except for it to point it at a direction. What
5 happens after that somehow in Verizon's mind or in
6 Windstream's mind and these other cases should change the
7 switching rate.

8 And that's sort of the fundamental strange thing
9 about the VNX argument, is it doesn't matter to the switch.
10 And certainly in a LATA like this one where Hershey rate
11 center and Harrisburg subtend the same switch, there's no
12 distinction regardless of whether it's destined to a Hershey
13 or Harrisburg number.

14 Furthermore, since most of the ISPs that we signed up
15 were ISPs before we signed them up, most of their customer
16 bases were for where they originally had service, i.e.
17 NittanyLink was originally located in State College and
18 originally had service destined to State College numbers,
19 and all we did was move that to our service provisioned at
20 our interconnection point in Altoona.

21 Did it make a difference to Verizon's calling flows?
22 No. So this VNX concept is not operationally significant
23 and never has been. We're not required to report the VNX
24 phenomenon nor do we look at the world that way.

25 Q. Okay. You recall, I think it was Ms. Paiva, or

1 Ms. Kuhn asking you questions about your access bills to
2 Verizon?

3 A. (Mingo) Yes.

4 Q. And I think she had you talk about, is it
5 Commonwealth Telephone Company tariff rate elements?

6 A. (Mingo) Yes.

7 Q. Now, Core is certificated in every service
8 territory in Pennsylvania; is that correct?

9 A. (Mingo) That is correct.

10 Q. Including the service territory of every rural
11 ILEC?

12 A. (Mingo) That is correct.

13 Q. Do you know of any other carrier, period, that
14 has that same level of certification in Pennsylvania?

15 A. (Mingo) I know we were the first, and I don't
16 believe anyone else has followed us.

17 Q. Okay. So over the years when Verizon was
18 sending you traffic over the local interconnection trunks,
19 you were billing them for all minutes on those trunks,
20 correct?

21 A. (Mingo) Correct.

22 Q. And what rate were you billing them at?

23 A. (Mingo) For which traffic?

24 Q. For the traffic received over the local
25 interconnection trunks.

1 A. (Mingo) For the local interconnection trunks,
2 they've been paying at .0007.

3 Q. Okay. Did all of the --

4 A. (Mingo) There's more complete answers in our
5 testimony, but --

6 Q. I'm sorry.

7 A. (Mingo) I said, there's more complete answers
8 in our testimony, but --

9 Q. Okay. Did all of those calls terminate to
10 Verizon, to telephone numbers in the Verizon local service
11 territory?

12 A. (Mingo) No.

13 Q. Did some of them terminate to phone numbers
14 associated with the rural ILEC service territory?

15 A. Yes.

16 Q. At the time, did you do an analysis to determine
17 -- at the time you billed Verizon and received .0007 rates,
18 did you do an analysis to determine which of the calls
19 terminated to the RLEC service territories?

20 A. (Mingo) No, because we have an ICA that says
21 local calls are to be billed under this agreement rate, so
22 it didn't matter what the different access elements were for
23 local calls.

24 Q. Okay. Looking back now, knowing what you know
25 now, would Core have been entitled to the access rates

1 associated with those rural territories for calls that
2 Verizon delivered to an end user with a rural territory
3 phone number?

4 A. (Mingo) In the case where a Verizon
5 Philadelphia customer calls a number associated with
6 Coopersburg, Pennsylvania, that is an intraLATA toll call,
7 and that should be billed according to the Commonwealth
8 elements because it terminates with a Coopersburg
9 Commonwealth rate center.

10 Q. And would that call you just described, are both
11 end points in the same LATA?

12 A. (Mingo) Yes.

13 MR. GRUIN: Your Honor, I have no further questions.

14 JUDGE COLWELL: All right.

15 MS. KUHN: May I ask a couple of recross questions?

16 JUDGE COLWELL: You may.

17 MS. KUHN: Thank you, Judge.

18 RECCROSS-EXAMINATION

19 BY MS. KUHN:

20 Q. You still have Core Redirect No. 1 in front of
21 you?

22 A. (Van de Verg) I'm sorry, I don't remember which
23 one that is.

24 Q. It's the one Mr. Gruin just gave you, the NANPA.

25 A. (Mingo) Okay, yes.

1 Q. Okay. Looking at I guess the fourth column, he
2 pointed you to page two of this document and in particular
3 to CIC Code 0288 and 0292, correct?

4 A. (Mingo) Correct.

5 Q. Okay. If you look at the date column for 0288,
6 it says that that CIC was issued on May 20, 1987, correct?

7 A. (Mingo) Correct.

8 Q. Okay. So there were not even CLECs in existence
9 at that point, correct?

10 A. (Mingo) This is an IXC list.

11 Q. Right. But I mean, if that entity operates as a
12 CLEC today, it wouldn't have been doing so in 1987, correct?

13 A. (Mingo) Correct.

14 Q. Okay. And there's no date next to the 0292 one,
15 correct?

16 A. (Mingo) That's correct.

17 Q. Okay. Did you check if NANPA also has a list of
18 OCNs assigned to various carriers?

19 A. (Mingo) I'm sure they do. Normally that's in
20 the LERG, I believe.

21 Q. Okay. Did you check whether these same carriers
22 also have an OCN?

23 A. (Mingo) The calls in the AT&T case were marked
24 with a CIC code, so the way I would look it up was look at
25 the CIC code and resolve the CIC code.

1 Q. I understand that. I'm just asking --

2 A. (Mingo) So would I be surprised that TCG has an
3 OCN? No, I wouldn't. I would hope they would.

4 Q. And I guess I'm just asking with respect to
5 checking into the NANPA data base. You didn't investigate
6 whether these carriers have both an OCN and a CIC?

7 A. (Mingo) But again, when we get the records from
8 you, we're dependent upon the data in the records.

9 Q. I understand what you're saying. I'm just --

10 A. (Mingo) So if you want me to translate a field
11 you populated as CIC into their OCN, that should really
12 happen at your relationship with TCG, not ours.

13 Q. So again, you didn't check the NANPA data base
14 for a list of OCNs?

15 A. (Mingo) Not for records associated with CIC
16 0292, no.

17 Q. All right. Mr. Gruin also asked you a couple of
18 questions about Verizon Cross Exhibit 17 which is the
19 November 27, 2007 reply brief in the Windstream case, and I
20 believe he stated that I had asked you specifically about
21 page 15. I believe I actually directed you to pages 15
22 through 18 of this document. Could you look at page 16 of
23 the document? About a third of the way down the page,
24 there's a sentence that reads, "All we know" -- "we" meaning
25 Core, I assume -- "is that Windstream charges its customers

1 a special monthly flat fee in connection with FX service,
2 whereas Core does not so charge for its VNXX services,
3 correct?

4 A. (Van de Verg) I'm sorry, this version is
5 completely jumbled up here. Page 17?

6 Q. Yes -- no, page 16, about a third of the way
7 down the page.

8 A. (Van de Verg) "All we know is that Windstream
9 charges its customers a special monthly flat fee in
10 connection with FX service, whereas Core does not so charge
11 for its VNXX services."

12 Q. Okay. And then the citation that follows is to
13 Core's main brief?

14 A. (Van de Verg) Yes.

15 Q. Okay. Last question. You had some dialogue
16 with Mr. Gruin about Witness Timothy Gates in the Embarq
17 arbitration proceeding, and you spoke about Mr. Gates'
18 theories. Now, just to clarify, Mr. Gates was Core's
19 witness in the Embarq case, correct?

20 A. (Van de Verg) Of course he was, yes.

21 Q. So he was presenting Core's position in the
22 Embarq case, correct?

23 A. (Van de Verg) Yes, he was.

24 Q. Okay. So Core's position is essentially that if
25 someone wants to charge Core access on ISP bound traffic,

1 that's not allowed, but if Core wants to bill somebody else
2 access charges on ISP bound traffic, that is allowed?

3 A. (Van de Verg) Well, I mean, the ISP bound
4 traffic terminates on our network, so at least for me and
5 the way I understand ICC, the presumption would be the
6 terminating carrier would charge a fee, not the originating
7 carrier.

8 Q. Well, there are both originating access charges
9 and terminating access charges, are there not?

10 A. (Van de Verg) Yeah, I mean, again, this is the
11 problem with talking about a case from five years ago. I
12 just don't think that originating access applies, but I'll
13 let Bret have the final word.

14 A. (Mingo) The originating access argument to me
15 for a call that -- if Windstream bills a call for their end
16 user, there's a financial relationship. The compensation
17 stream works that the end user is paying Windstream for the
18 call.

19 Originating access applies when an IXC is billing for
20 the call, and then remits a portion of that fee to both the
21 originating carrier and the terminating carrier. So it is
22 by definition, since there's only one charge for the phone
23 call, who gets -- the carrier that gets compensation is the
24 one who's doing some of the work but doesn't charge the end
25 user.

1 So in the case of -- let's say a local phone call
2 costs a nickel, right? Windstream would charge its customer
3 a nickel, hypothetically, and then if it terminated to
4 another carrier, they would remit a portion of that call,
5 intercarrier compensation, to the other carrier.

6 Originating access applies when a Windstream caller
7 -- a Windstream subscriber uses AT&T to place a long
8 distance call to a third party, to another somewhere else.
9 AT&T would charge for the call. They would remit a portion
10 of that to Windstream as originating access, and they would
11 remit a portion of that to whatever carrier is on the other
12 side of the call.

13 So the originating call -- charging a carrier an
14 originating access charge for a call that already is getting
15 paid for by the end user is always then -- it's always been
16 an apples to oranges comparison.

17 Q. Wouldn't the same really be true of terminating
18 access, what you just described?

19 A. (Mingo) Well, in terminating access, right, the
20 point of the terminating carrier terminates the call on
21 behalf of the other carrier, right, so when Verizon receives
22 a call -- Verizon receives a call destined to one of its
23 customers, you're not charging your customer to receive the
24 phone call. And consequently, that portion of the network
25 from -- that portion of the network is being used by the

1 other network's subscriber.

2 So terminating access in intercarrier comp. is
3 designed to have a settlement system where carriers who
4 receive a retail fee from their end users share that revenue
5 with all carriers who complete the call.

6 Q. Last question. Did you review Mr. Gates'
7 testimony before it was submitted in this proceeding?

8 A. (Mingo) I wasn't very involved in the
9 Windstream or CenturyLink.

10 Q. Okay. Mr. Van de Verg, did you review it?

11 A. (Van de Verg) Yes.

12 MS. KUHN: I'm done, Judge.

13 JUDGE COLWELL: Mr. Gruin?

14 MR. GRUIN: Your Honor, I'll just move for the
15 admission of Core Redirect Exhibit No. 1.

16 JUDGE COLWELL: Any objection?

17 MS. KUHN: No objection.

18 JUDGE COLWELL: It is admitted.

19 (Whereupon, the document marked as
20 Core Redirect Exhibit No. 1 was
21 received in evidence.)

22 JUDGE COLWELL: Then at this point we have to make
23 sure that what's admitted is all of your testimony and
24 exhibits.

25 MR. GRUIN: Yes, that's right.

1 JUDGE COLWELL: Okay. Core Statements 1, 2 and 3
2 plus all the attached exhibits, is there any objection to
3 the admission of those?

4 MS. KUHN: No, Judge.

5 JUDGE COLWELL: All right. Then they are admitted.

6 MR. GRUIN: It's 1, 2, 3 and 4, Your Honor.

7 JUDGE COLWELL: Oh, there's four, right. Four,
8 sorry.

9 (Whereupon, the documents marked as
10 Core Statements Nos. 1.0, 2.0, 3.0
11 and 4.0 and Exhibits BLM-1 through
12 BLM-7 and CFV-1 through CFV-11 and
13 Core Exhibits R-1 through R-28 and
14 SR-1 through SR-5 were received in
15 evidence.)

16 JUDGE COLWELL: At this point, what do you want to
17 do?

18 MS. KUHN: Can we go off the record?

19 JUDGE COLWELL: We can. Let's go off the record.

20 (Discussion off the record.)

21 JUDGE COLWELL: Back on the record.

22 At this point the parties have agreed that it would
23 be best if we stop for the day and we will reconvene here
24 again tomorrow at 9:00. We're off the record.

25 (Whereupon, at 4:27 p.m., the hearing was adjourned,

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

to be reconvened at 9:00 a.m., Wednesday, December 5, 2012,
in Harrisburg, Pennsylvania.)

-0-

C E R T I F I C A T E

I hereby certify, as the stenographic reporter, that
the foregoing proceedings were taken stenographically by me
and thereafter reduced to typewriting by me or under my
direction, and that this transcript is a true and accurate
record to the best of my ability.

COMMONWEALTH REPORTING COMPANY, INC.

By: John A. Kelly

John A. Kelly,
Certified Verbatim Reporter

-0-

RECEIVED
2012 DEC 11 PM 12:40
PA P.O.'S BUREAU
SECRETARY'S BUREAU