

Declaration of Theresa M. Landers

I, Theresa M. Landers, hereby declare under penalty of perjury of the laws of the United States of America, that the following statements are true and correct to the best of my knowledge, information, and belief:

1. I am Vice President – Network Services for Digital Broadband Communications, Inc. (“Digital Broadband”). I am authorized to make this declaration on behalf of Digital Broadband.

2. Digital Broadband, whose principal place of business is in Waltham, Massachusetts, is a Broadband Communications Provider that provides retail high-speed, broadband access to small-to-medium size businesses and enterprise corporations seeking a broadband solution for their employee teleworkers. Unlike many other CLECs that offer digital subscriber line services, we do not provide wholesale services.

3. I am responsible for managing the deployment of Digital Broadband’s network and communications services, which include transmission technologies such as Digital Subscriber Line (“DSL”) and, when available, line sharing. I have over 20 years of experience working with local telecommunications transmission facilities and operations support systems (“OSS”). My specific areas of expertise include OSS and OSS databases as well as network capacity planning and deployment.

4. I am aware that Verizon New England, Inc. has filed with the Federal Communications Commission an application for authorization under Section 271 of the Communications Act to provide in-region, interLATA service in the state of Massachusetts (the “Application”). The purpose of this declaration is to provide the Federal Communications

Commission with facts in response to certain claims and statements made by Verizon in the Application and supporting documents.

5. Digital Broadband has conducted an extensive review of its data in order to compile a clear and concise record of Verizon's provisioning of interconnection and unbundled network elements ("UNEs") as requested by Digital Broadband. This Declaration focuses on Verizon's performance under Checklist Item 1 (Interconnection), in particular, collocation power charges, Checklist Item 2 (Unbundled Network Elements), specifically with respect to OSS, and Checklist Item 4 (Unbundled Local Transport), with respect to interoffice transmission facilities ("IOF").

IOF

6. Interoffice facilities are critical to Digital Broadband's ability to deploy its network as planned. Digital Broadband connects its satellite locations (that is, collocated space at Verizon central offices) to a "hub" location using high-capacity IOF leased from Verizon. Where dark fiber is not available, Digital Broadband seeks to lease alternative IOF, including DS3 capacity. The satellite-to-hub DS3 connections thus are integral components of a seamless network, and the lack of connectivity from a satellite to a hub location puts our satellite arrangements in limbo until they can be connected. However, we are required to continue to pay Verizon's substantial collocation charges while we wait for Verizon to provision IOF – specifically, we are forced to pay recurring monthly charges for collocation space and power (120 amps per bay), even though the central office is not – and because of Verizon's delay, cannot be -- activated.

IOF Provisioning Process

7. The process Digital Broadband follows in its ordering of DS3 IOF is as follows. Two weeks before a collocation site is turned over to Digital Broadband by Verizon, Verizon sends, via e-mail, the Continuing Facility Assignment (“CFA”) information that we need in order to tell Verizon where it should connect the DS3 on our POT Bay. Verizon will not accept the DS3 order unless the correct CFA is on the order.

8. Once Digital Broadband has the CFA, one of our Capacity Managers sends an Access Service Request (“ASR”) to Verizon by facsimile. In addition to the CFA information for both ends of the circuit, other information on the ASR includes the originating and terminating locations of the DS3, the date that we want the DS3 delivered to us, the format in which we need to receive the DS3, and a Digital Broadband contact name and number. Within 72 hours of receiving a valid ASR, Verizon is to provide Digital Broadband, via facsimile, a Firm Order Commitment (“FOC”) that specifies the date that Verizon will turn the circuit over to us. Verizon’s standard DS3 IOF provisioning interval is fifteen business days.

9. One week before the FOC date Digital Broadband receives from Verizon, via facsimile, a Detail Layout Record (“DLR”) which confirms where the DS3 will be wired. Digital Broadband confirms that it is the CFA that we requested on the ASR and that the CFA designated has been cabled to the DSLAM at one end of the circuit, and to an ATM switch port on the other. This cabling work usually is done when the collocation site is constructed.

10. On the FOC date, Verizon is supposed to call Digital Broadband to tell us that the circuit has been completed and that they are turning it over to us. Digital Broadband’s Field Operations group then manually dispatches two technicians to test the DS3; a technician is required at each end of the circuit in order to test the DS3. If the circuit tests “good” the

technicians then test from the DSLAM to the ATM switch. If the circuit is good, Field Operations so informs Digital Broadband's Network Services group by telephone so that the "turn-up" of the collocation site can be scheduled. If a trouble is found on the circuit, one of the technicians calls the trouble into Verizon. When Verizon clears the trouble, it calls to tell us, and the two Digital Broadband technicians are dispatched again. This cycle repeats until the circuit tests good by our technicians.

Verizon's IOF Performance

11. Verizon claims that its on-time completion rate for dedicated transport IOF "was 97.3 percent on average...."¹ Digital Broadband's experience, based on its orders for DS3 connections placed both in Massachusetts and in New York for over five months this year, has been substantially worse than Verizon's reported figure. Verizon routinely fails to provision orders by the FOC date, frequently changes FOC dates, and routinely fails to provision properly functioning facilities. The result is excessive costs and delays for Digital Broadband.

12. As set forth in Attachment 1 to my declaration, between April 15 and September 29, 2000, Digital Broadband ordered 88 DS3 connections in Massachusetts and 58 DS3 connections in New York. In Massachusetts, Verizon has completed less than 25% (21 of 88) of these orders by the committed date; its performance is only slightly better in New York (32.75%) but is still far below the performance rate it cites in support of the Application. See Attachment 1. In Massachusetts, Verizon has given FOC dates as late as December 2001 for a DS3 connection between central offices. This is not an isolated occurrence; at least 14 DS3 orders

¹ Initial Brief of Verizon, p. 30.

placed in June and July of this year have received FOC dates that are between six and fifteen months after the order date.

13. Verizon also frequently changes FOC dates. Digital Broadband has ordered many DS3s, been given a FOC date by Verizon, and subsequently been told by Verizon that the FOC date had to be changed. The delays typically are up to three or four months, but in at least one instance Verizon changed the FOC date from September 6, 2000 to June 10, 2001.

14. The quality of the DS3s provisioned by Verizon also is extremely poor. Of the orders provisioned since April 15, 2000 in Massachusetts, only four worked properly on the turnover date. New York has been worse – only two orders have worked properly on the turnover date. Just as problematic is the fact that for nine orders in Massachusetts Digital Broadband has been forced to make multiple dispatches before Verizon has been able to complete the order and deliver a working DS3 connection. See Attachment 1.

15. When a DS3 circuit is not functioning properly, Verizon typically logs the problem as “Jeopardy Code/Customer Not Ready”. Verizon then refuses to dispatch unless Digital Broadband agrees to move the due date out at least five days. Not only does this result in incorrect, manipulated performance ratings that Verizon reports to regulatory agencies, it also forces Digital Broadband into the position of accepting all DS3s at turnover, and then placing trouble requests after the fact, because the repair interval for trouble tickets is four hours – substantially less than the five days Verizon attempts to have us agree to.

Collocation – Power Charges

16. I am aware that the FCC is examining a number of collocation issues in CC Docket No. 98-147. However, there are a number of ways Verizon has impeded and continues to impede Digital Broadband’s efforts to introduce competitive services in Massachusetts. One

method is by excessive and unjustified power charges for collocation arrangements at Verizon central offices.

17. Verizon charges Digital Broadband (and other CLECs) for power based not on actual usage, but on (1) Verizon's fused amperage and (2) two separate feeds at the higher fused amperage. As a result, Digital Broadband has been charged for 120 amps (60 amps for each of two feeds) per month, even though we could never use more than 40 amps, and generally use less. This practice results in overcharging Digital Broadband by 80 amps per month for each fused power feed in a collocation arrangement. This is an industry-wide problem. Digital Broadband has raised the issue directly with Verizon Massachusetts, and ALTS also has asked Verizon to modify this practice, but to my knowledge Verizon has not responded to ALTS.

OSS

18. I have testified before the Massachusetts Department of Telecommunications and Energy ("DTE") regarding Verizon's failure to make available OSS – specifically, databases containing loop qualification information – in the same time and manner as that information is available to Verizon. Because this evidence is relevant to Verizon's claims of checklist compliance, Digital Broadband is presenting this data to the FCC and urges the FCC to review the complete record in the DTE's proceeding (DTE 98-57 Phase III) investigating Verizon's proposed rates, terms, and conditions for line sharing and xDSL in Massachusetts. This data is set forth in the accompanying declaration of my colleague Steve Melanson, Digital Broadband's Vice President – Customer Operations, which I hereby incorporate by reference. As noted by Mr. Melanson, Digital Broadband supplied evidence in DTE Docket No. 98-57 (Phase III) and in DTE Docket No. 99-271 about the extremely poor performance and inaccurate results of Verizon's OSS in Massachusetts, in particular, the Graphical User Interface and Line

Qualification Database, which demonstrates that these databases are inaccurate for a significant percentage of loops. Verizon's denial of access to reliable information a large number of order cancellations.

POTS Lines in Collocation Space

19. Digital Broadband consistently has encountered difficulty obtaining POTS lines in our caged collocation space. Verizon prohibits the use of mobile telephones in its collocation space. Digital Broadband therefore has attempted to order a POTS line in its collocation space, by ordering a POTS line at the time we accept collocation space. A POTS line in our collocation space allow our technicians to communicate directly with other Digital Broadband technicians and with our Network Operations Center, and allows our technicians to quickly call Verizon to report troubles. However, Verizon has no process for collocators to order a simple POTS line (even though POTS lines are Verizon's number one product in terms of lines installed). In late 1999, Digital Broadband worked with several departments within Verizon to get POTS lines installed, but we discovered that Verizon's personnel had no idea how it should be done. Every order had to be project managed by Digital Broadband to insure that it was actually installed. There has been some improvement, but we continue to battle with Verizon for every POTS line in every collocation site.

Impact of Verizon's Performance

27. Verizon's poor performance has a substantial detrimental impact on Digital Broadband's ability to provide the services it seeks to deliver, when and where it wants to provide them. Verizon's failure to meet its committed dates is a critical problem not only because it delays Digital Broadband from meeting customer expectations, but also because it

forces Digital Broadband to make unnecessary financial expenditures and allocate staff away from other matters.

Theresa M. Landers
Vice President – Network Services
Digital Broadband Communications, Inc.

Dated: _____

**ATTACHMENT 1 TO
DECLARATION OF THERESA M. LANDERS**

DS3 Orders April 15 – September 29, 2000

Total Orders by State	No. of Orders for which FOC Delivered within Standard 72 Hr. Interval	% Orders for which FOC Delivered within Standard 72 Hr. Interval	No. of Orders Completed by FOC Date	% Orders Completed by FOC Date	No. of Orders Working Properly on Turnover	No. of Orders for which Multiple Dispatches Required
MA-88	11	12.5	21	23.75	4	9
NY-58	12	20.7	19	32.75	2	12