



**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

FILED

06-09-10
04:59 PM

In the Matter of the Request for)
Arbitration of Verizon California Inc.)
Pursuant to Section 252(i) of the) A.10-04-029
Communications Act of 1934, as) (Filed April 23, 2010)
amended by the Telecommunications)
Act of 1996, to Affirm Verizon's Denial of)
Blue Rooster Telecom, Inc.'s Request to)
Adopt the Interconnection Agreement)
between Blue Casa Communications,)
Inc. and Verizon California Inc. Because)
a Reasonable Period of Time Has)
Elapsed)

OPENING BRIEF OF VERIZON CALIFORNIA INC.

Rudolph M. Reyes
711 Van Ness Avenue, Suite 300
San Francisco, CA 94102
Tel: (415) 749-5539
Fax: (415) 474-6546
rudolph.reyes@verizon.com

June 9, 2010

Attorney for Verizon

TABLE OF CONTENTS

	<u>PAGE</u>
TABLE OF AUTHORITIES	ii
INTRODUCTION	1
ARGUMENT	2
I. BLUE ROOSTER’S ATTEMPT TO ADOPT A SEVEN-YEAR- OLD AGREEMENT WHOSE ORIGINAL TERM HAS EXPIRED VIOLATES THE FCC’S REASONABLE-TIME-FOR- ADOPTION RULE.....	3
2. BLUE ROOSTER’S ATTEMPT TO FORCE VERIZON TO IMPLEMENT ONLY SOME PORTIONS OF THE AGREEMENT IS IMPROPER.....	6
CONCLUSION	9

TABLE OF AUTHORITIES

Federal Statutes

47 U.S.C. 251	passim
47 U.S.C. 252	passim
47 U.S.C. 252(b)(4).....	8
47 U.S.C. 252(c)(1).....	9
47 U.S.C. 252(f).....	1, 3
47 U.S.C. 252(i)	4

Federal Regulations

47 C.F.R. § 51.809.....	passim
-------------------------	--------

Federal Case Law

<i>Bell Atlantic-Delaware v. Global NAPs</i> , 77 F.Supp.2d 492 (D.Del. 1999)	8
<i>New Edge Networks v. FCC</i> , 461 F.3d 1105 (9 th Cir. 2006)	2, 7, 8
<i>United States Telecom Ass'n v. FCC</i> , 359 F.3d 554 (D.C. Cir 2004).....	5
<i>Verizon California Inc. v. Peevey</i> , 462 F.3d 1142 (9 th Cir. 2006)	3

FCC Decisions

<i>Implementation of the Local Competition Provisions in the Telecommunications Act of 1996</i> , CC Docket No. 96-98, First Report and Order, 11 FCC Rcd 15499 (1996)	4
<i>In the Matter of Global NAPS South, Inc. Petition for Preemption of Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Dispute with Bell Atlantic-Virginia, Inc.</i> , 15 F.C.C. Rcd. 23,318 (1999)	5
<i>Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecomm. Act of 1996; Deployment of Wireline Services Offering Advanced Telecomm. Capability</i> , Report and Order and Order on Remand and Further Notice of Proposed rulemaking, 18 FCC Rcd 16978 (2003)	5

California Public Utilities Commission Rules

Revised Rules Governing Filings Made Pursuant to the
Telecommunications Act of 1996, Rule 7.2passim

Revised Rules Governing Filings Made Pursuant to the
Telecommunications Act of 1996, Rule 7.3.2 2, 6, 7

California Public Utilities Commission Decisions

D.03-05-075 3

Resolution ALJ-178 3

Resolution ALJ-181 2, 3

Other State Commission Decisions

Declaratory Ruling Allowing In Part Opt-In to AT&T's Interconnection Agreement with Verizon New York Inc., Case 04-C-0647, State of New York Public Service Commission (Sept. 28,2004) 5

Opinion, Implementation of Section 252(i) of the Telecommunications Act of 1996 Interpretive and Policy Statement (First Revision), No. UT-990355, 2000 Wash. UTC LEXIS 89, Washington Utilities and Transportation Commission (Apr. 12, 2000) 5-6

In the Matter of the Petitions for Approval of Agreements and Arbitration of Unresolved Issues Arising Under Section 252 of the Telecommunications Act of 1996; Petition of Global NAPS South, Inc. for Arbitration of Interconnection Rates, Terms and Conditions and Related Relief, State of Maryland Public Service Commission Case No. 8731, Order No. 75360, (July 15, 1999), 1999 Md. PSC LEXIS 21 5

Notice of Adoption of Existing Interconnection, Unbundling, Resale, and Collocation Agreement Between BellSouth Telecomms., Inc. and Network Tel. Corp. by Z-Tel Communications, Inc., Notice of Proposed Agency Action Order Acknowledging Adoption of Interconnection Agreement, Docket 040779-TP, Florida Public Service Commission, 2005 Fla. PUC LEXIS 514 (Feb. 9, 2005)..... 5

Petition of Global NAPs South, Inc. for Arbitration of Unresolved Issues from Interconnection Negotiations with Bell Atlantic-Virginia, Inc. Pursuant to Section 252 of the Telecommunications Act of 1996, Final Order, No. PUC980173, Virginia State Corporation Commission (Apr. 2, 1999), 1999 Va. PUC LEXIS 137 5

Petition by Volo Communications of Florida to Adopt the ALLTEL and Level 3 Interconnection Agreement Pursuant to Section §252(i) of the Telecommunications Act of 1996, State of Georgia Public Service Commission, Docket no. 18808-U (May 25, 2004)5

Verizon California Inc. (U-1002-C) (“Verizon”) files this Opening Brief pursuant to the June 1, 2010 e-mail ruling of Administrative Law Judge Hallie Yacknin.

INTRODUCTION

Blue Rooster’s attempt to adopt the August 15, 2004 interconnection agreement between Blue Casa Communications, Inc. (“Blue Casa”) and Verizon (the “Blue Casa ICA”), whose original term expired four years ago, violates 47 C.F.R. section 51.809(c) and Rule 7.2(c), which require that interconnection agreements be made available for adoption *only* “for a reasonable period of time after the approved agreement is available for public inspection under Section 252(f) of the Act.” The only rationale Blue Rooster offers to support its request—that other carriers continue to operate under the expired interconnection agreement—does not factor into the rule and has already been rejected by the FCC.

Likewise, Blue Rooster errs in its assertion that the Commission’s arbitration rules require Verizon to specify the objectionable provisions of the Blue Casa ICA and immediately implement all remaining provisions. To be clear, Verizon objects to Blue Rooster’s attempt to adopt the Blue Casa ICA *in its entirety* under Rule 7.2(c) because the Blue Casa ICA is seven years old and long past its original term; accordingly, Verizon objects to all portions of the outdated agreement. Blue Rooster’s attempt to circumvent Verizon’s good-faith objection and instead force Verizon to implement individual provisions of the interconnection agreement violates the FCC’s “all-or-nothing” adoption rule,

contained in 47 C.F.R. section 51.809(c). That rule, which the Ninth Circuit affirmed,¹ prohibits CLECs from “picking and choosing” individual provisions of approved interconnection agreements and instead requires the CLEC to “adopt *in its entirety* any approved agreement that includes that service or element to which the ILEC is already a party.”² The Commission is required to follow the FCC’s regulations in arbitrating interconnection disputes under the Telecommunications Act of 1996 (the “Act”) and cannot force a party to implement only some provisions of an interconnection agreement. Accordingly, the Commission should advise Blue Rooster that the Blue Casa ICA in its entirety is no longer available for adoption and that it should adopt a contemporary interconnection agreement if it wishes to interconnect with Verizon.

ARGUMENT

The Commission seeks argument on two legal issues:

(1) Whether Blue Rooster is entitled to adopt the previously-approved Blue Casa ICA, and, if not,

(2) Whether Blue Rooster is entitled to commence operations pursuant to an order requiring Verizon to honor all of the provisions of that Blue Casa ICA to which Verizon does not have an actual, good faith objection, pursuant to Rule 7.3.2 of Resolution ALJ-181.³

As discussed below, the answer to both questions is no.

¹ *New Edge Networks v. FCC*, 461 F.3d 1105 (9th Cir. 2006).

² *Id.*, 461 F.3d at 1109. Emphasis in original.

³ All references to “Rules” are to the Revised Rules Governing Filings Made Pursuant to the Telecommunications Act of 1996, Resolution ALJ-181, unless otherwise noted.

1. BLUE ROOSTER’S ATTEMPT TO ADOPT A SEVEN-YEAR-OLD AGREEMENT WHOSE ORIGINAL TERM HAS EXPIRED VIOLATES THE FCC’S REASONABLE-TIME-FOR-ADOPTION RULE.

As discussed in Verizon’s arbitration request, 47 C.F.R. section 51.809(c) and Rule 7.2(c) require that ILECs make interconnection agreements available for adoption *only* “for a reasonable period of time after the approved agreement is available for public inspection under Section 252(f) of the Act.” This Commission determines whether a reasonable period of time has passed on a “case-by-case basis.”⁴ The undisputed facts that Verizon previously detailed in its arbitration request conclusively demonstrate that Blue Rooster’s adoption request violates this reasonable-time standard:

- The interconnection agreement that Blue Rooster seeks to adopt—namely the Blue Casa ICA—has been on file since 2004.⁵
- The Blue Casa ICA is not a negotiated interconnection agreement, but is, itself, an adoption of a May 29, 2003 interconnection agreement between Pac-West Telecomm Inc. (“Pac-West”) and Verizon.⁶
- Accordingly, Blue Rooster seeks to adopt an adopted agreement that is almost seven years old.⁷

⁴ Resolution ALJ-178 at 5. Although Resolution ALJ-178 was modified on other grounds by Resolution ALJ-181, the latter resolution made clear that the Commission “will continue to honor the principles contained in prior Commission resolutions implementing the provisions of Section 252 of the Act, to the extent they are not inconsistent with the changes adopted today.” See Resolution ALJ-181 at 2.

⁵ See Direct Testimony of Kathleen Robertson (Apr. 23, 2010) (hereafter, “Robertson Testimony”) at 3, attaching Letter from John L. Clark, counsel for Blue Rooster, to Verizon dated March 30, 2010, as *Exhibit A*.

⁶ *Id.*

⁷ *Id.* The fact that Blue Rooster is seeking to adopt an adopted agreement—which, as a general matter, it should not be able to do—is important because the Pac-West ICA has at least one amendment that is not part of the Blue Casa ICA. That amendment resulted from a decision of the United States Court of Appeals for the Ninth Circuit reversing and remanding a ruling of the Commission regarding paging traffic in D.03-05-075, Application 02-06-024. (*Verizon California Inc. v. Peevey*, 462 F.3d 1142 (9th Cir. Cal. 2006).) Because of the date of that decision, the amendment was executed after Blue Casa’s adoption of the Pac-West ICA. This fact alone warrants rejection of Blue Rooster’s request since it could enable Blue Rooster to attempt to

- It has been three years since the Pac-West ICA was last adopted.⁸
- The original term of the Pac-West ICA expired almost four years ago, and the agreement itself is terminable upon 90 days' written notice.⁹

Although Blue Rooster does not dispute these facts, it contends that the agreement should remain available based solely on the fact that other CLECs continue to operate under it.¹⁰ But the FCC expressly rejected the argument that an interconnection agreement should be available for “as long as the agreement remains in operation.”¹¹ On the contrary, the FCC held that its “reasonableness” standard is based on the agreement’s age, *not* its continuing operation.¹² Accordingly, the FCC has already rejected the only argument Blue Rooster has made to allow adoption.

avoid the amendment, to which Pac-West is bound. See Direct Testimony of Kathleen Robertson Supporting Verizon’s Petition for Arbitration (“Robertson Testimony”) at 4.

⁸ The Pac-West ICA was last adopted in April 2007 by Bright House. See Robertson Testimony at 9.

⁹ *Id.* at 4.

¹⁰ See Response of Blue Rooster to Request for Arbitration (May 17, 2010) at 2.

¹¹ *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, CC Docket No. 96-98, First Report and Order, 11 FCC Rcd 15499 (1996) (“*Local Competition Order*”) at ¶¶ 1306, 1319 (“Parties’ suggestions for the length of time agreements should remain on file pursuant to section 252(i) range from a reasonable period, until changes in the network adopted for independent reasons make it no longer feasible to provide interconnection under an agreement, to as long as the agreement remains in operation. ...[¶¶] We agree with those commenters who suggest that agreements remain available for use by requesting carriers for a reasonable amount of time. Such a rule addresses incumbent LEC concerns over technical incompatibility, while at the same time providing requesting carriers with a reasonable time during which they may benefit from previously negotiated agreements.”)

¹² *Id.*

Commissions in other states—including Florida,¹³ Georgia,¹⁴ Maryland,¹⁵ New York,¹⁶ Virginia,¹⁷ and Washington¹⁸—have denied adoption requests under

¹³ The Florida Public Service Commission held that an underlying agreement that does not expire for two years should be deemed timely for adoption. See Notice of Adoption of Existing Interconnection, Unbundling, Resale, and Collocation Agreement Between BellSouth Telecomms., Inc. and Network Tel. Corp. by Z-Tel Communications, Inc., Notice of Proposed Agency Action Order Acknowledging Adoption of Interconnection Agreement, Docket 040779-TP, 2005 Fla. PUC LEXIS 514, at *9 (Fla. PSC Feb. 9, 2005).

¹⁴ The Georgia Public Service Commission denied a request to adopt an agreement with less than six months remaining in its term, because such an adoption would exceed the reasonable adoption period under section 51.809(c). See *In Re: Petition by Volo Communications of Florida to Adopt the ALLTEL and Level 3 Interconnection Agreement Pursuant to Section 252(i) of the Telecommunications Act of 1996*, State of Georgia Public Service Commission, Docket No. 18808-U (May 25, 2004), mimeo at 2.

¹⁵ The Maryland Public Service Commission applied the section 51.809(c) reasonable-time limit to deny a CLEC's attempted adoption of an interconnection agreement when the adoption request occurred approximately two-and-a-half years after that interconnection agreement was available for public inspection. See *In the Matter of the Petitions for Approval of Agreements and Arbitration of Unresolved Issues Arising Under Section 252 of the Telecommunications Act of 1996; Petition of Global NAPS South, Inc. for Arbitration of Interconnection Rates, Terms and Conditions and Related Relief*, State of Maryland Public Service Commission Case No. 8731, Order No. 75360 (July 15, 1999), 1999 Md. PSC LEXIS 21 at *7–8.

¹⁶ The New York Public Service Commission held that pursuant to the FCC's reasonable-time-for-adoption standard, carriers cannot adopt interconnection agreements from before the D.C. Circuit Court's March 2, 2004 ruling on the FCC's modifications to its unbundling rules in the *Triennial Review Order*. (*Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecomm. Act of 1996; Deployment of Wireline Services Offering Advanced Telecomm. Capability*, Report and Order and Order on Remand and Further Notice of Proposed rulemaking, 18 FCC Rcd 16978 (2003) (*Triennial Review Order*), *vacated and remanded in part, affirmed in part, United States Telecom Ass'n v. FCC*, 359 F.3d 554 (D.C. Cir 2004) (*USTA II*), *cert. denied*, 125 S. Ct. 313 (2004).) The New York PSC observed that “[o]nce a material change in the law has occurred, parties’ respective rights and obligations must be considered anew.” *Declaratory Ruling Allowing In Part Opt-In to AT&T’s Interconnection Agreement with Verizon New York Inc.*, Case 04-C-0647, Case 04-C-0679, Case 04-C-0739, State of New York Public Service Commission (September 28, 2004) (*NY PSC Decision*) at 5, 8.

¹⁷ The Virginia State Corporation Commission denied an adoption request where there would be only thirty days, at most, before the agreement could be terminated pursuant to its own terms. See *Petition of Global NAPs South, Inc. for Arbitration of Unresolved Issues from Interconnection Negotiations with Bell Atlantic-Virginia, Inc. Pursuant to Section 252 of the Telecommunications Act of 1996*, Final Order, No. PUC980173 (Virginia Commission Apr. 2, 1999), 1999 Va. PUC LEXIS 137, at *6, *preemption denied on other grounds, In the Matter of Global NAPs South, Inc. Petition for Preemption of Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Dispute with Bell Atlantic-Virginia, Inc.*, 15 F.C.C. Rcd. 23,318 (August 5, 1999).

¹⁸ The Washington Utilities and Transportation Commission established a principle that “[t]he ‘reasonable period of time’ during which arrangements in any interconnection agreement (including entire agreements) must be made available for pick and choose by a requesting carrier

circumstances much less extreme than those presented here. Verizon detailed these other-state-commission decisions in its arbitration request, but Blue Rooster failed to address them in its response. Blue Rooster's silence on this matter is powerful evidence that its attempt to adopt the Blue Casa ICA violates the FCC's reasonable-time-for-adoption rule.

2. BLUE ROOSTER'S ATTEMPT TO FORCE VERIZON TO IMPLEMENT ONLY SOME PORTIONS OF THE AGREEMENT IS IMPROPER.

Lacking any legal basis to adopt the Blue Casa ICA, Blue Rooster asserts, erroneously, that the Commission's arbitration rules require Verizon to specify the objectionable provisions of the Blue Casa ICA and immediately implement all remaining provisions pursuant to Rule 7.3.2.¹⁹ Blue Rooster is wrong for at least three fundamental reasons:

First, the plain language of Rule 7.3.2 requires that the ILEC requesting arbitration "immediately honor the adoption of *those terms not subject to objection pursuant to Rule 7.2.*"²⁰ But as Blue Rooster itself acknowledges, Verizon objects to adoption of the Blue Casa ICA "in its entirety"²¹ under Rule 7.2(c), based on the undisputed facts summarized above showing that "a reasonable period of time"²² has elapsed. Verizon, therefore, is in compliance

extends until the expiration date of that agreement." *Opinion, Implementation of Section 252(i) of the Telecommunications of 1996 Interpretive and Policy Statement (First Revision)*, No. UT-990355, 2000 Wash. UTC LEXIS 89, at *8 (Wash. UTC Apr. 12, 2000). Given the FCC's subsequent elimination of the pick-and-choose rule as discussed *infra*, the principle adopted in this order would apply to the agreements in their entirety.

¹⁹ See Response of Blue Rooster to Request for Arbitration (May 17, 2010) at 3–4.

²⁰ Emphasis added.

²¹ Response of Blue Rooster to Request for Arbitration (May 17, 2010) at 3.

²² Quoting Rule 7.2(c).

with the plain language of Rule 7.3.2 because the entire agreement—not just individual portions of it—is “subject to objection pursuant to Rule 7.2.”

Second, Blue Rooster misstates current law to the extent it claims that Rule 7.2(c) requires Verizon to specify individual provisions of the Blue Casa ICA that are objectionable under the FCC’s “reasonable period of time” standard.²³ Importantly, the Commission adopted Rule 7.2 in October 2000²⁴ with the express intention of *mirroring* the FCC’s requirements as set forth in 47 C.F.R. section 51.809.²⁵ Accordingly, the plain language of Rule 7.2 tracks section 51.809 *as it existed at the time*, which *previously* required ILECs to make available existing “individual interconnection, service, or network element arrangements.”²⁶ This rule was commonly referred to as “pick and choose,” whereby “a requesting CLEC could adopt individual provisions from any approved interconnection agreement to which the ILEC was already a party.”²⁷ Subsequently, in 2004 the FCC amended section 51.809 to eliminate the pick-and-choose rule. Specifically, the FCC deleted the phrase “individual interconnection, service, or network element arrangements” throughout section

²³ As stated above, Verizon objects to the whole agreement based on its age and the fact that the original term has expired; accordingly, there are no unobjectionable provisions.

²⁴ See Resolution ALJ-181, Revises Resolution ALJ-178 Implementing the Provisions of Section 252 of the Telecommunications Act of 1996, Adopted Oct. 6, 2000.

²⁵ See Rule 7.2: “Within 15 days of its receipt of the Advice Letter or Letter of Intent, the ILEC shall either send the requesting carrier a letter approving its request or file a request for arbitration *based solely on the requirements in § 51.809: ...*” [Emphasis added.]

²⁶ *Quoting* former 47 C.F.R. § 51.809(c) (2000).

²⁷ *New Edge Networks*, 461 F.3d at 1107–08.

51.809 and replaced it with the phrase “individual agreements,”²⁸ thereby making clear that a CLEC’s right to opt into existing interconnection agreements was “all-or-nothing.”²⁹ That is, “if a requesting CLEC is interested in a service or network element provided by an ILEC, it may adopt *in its entirety* any approved agreement that includes that service or element to which the ILEC is already a party.”³⁰ Accordingly, Blue Rooster’s attempt to require Verizon to immediately implement the supposedly unobjectionable provisions of the Blue Casa ICA contradicts the Commission’s intention to mirror FCC regulations, which require CLECs to adopt existing interconnection agreements “all-or-nothing,” in Rule 7.2.

Third, to the extent that Blue Rooster argues that a literal reading of Rule 7.2 gives Blue Rooster a pick-and-choose right to force Verizon to allow Blue Rooster to adopt only portions of an ICA—despite the subsequent change of law eliminating “pick and choose”—then clearly the Commission must reject that argument as it directly contradicts federal law. As the Court in *Bell Atlantic-Delaware v. Global NAPs* held in construing a similar interconnection agreement adoption dispute: “Although the [state commission] has the authority to impose ‘appropriate conditions to implement federal law,’ 47 U.S.C. § 252(b)(4), the

²⁸ The FCC revised section 51.809(c) to read:

c. Individual ~~agreements interconnection, service, or network element arrangements~~ shall remain available for use by telecommunications carriers pursuant to this section for a reasonable period of time after the approved agreement is available for public inspection

Quoting 47 C.F.R. § 51.809(c) (2004), as amended by *In re Section 251 Unbundling Obligations of Incumbent Local Exch. Carriers*, 19 FCC Rcd 13494, 13538, *aff’d* by *New Edge Networks*, 461 F.3d 1105.

²⁹ *New Edge Networks*, 461 F.3d at 1109.

³⁰ *Id.* Emphasis in original.

[state commission] *does not have the authority to impose terms that extend beyond what is permitted by federal law.*³¹ Congress made this common-sense rule plain not only in the provision of the Act that the Court quoted above, but also in 47 U.S.C. section 252(c)(1), which requires state commissions, in resolving arbitrations under the Act, to “ensure that such resolution and conditions meet the requirements of section 251, *including the regulations prescribed by the [Federal Communications] Commission pursuant to section 251.*”³² Accordingly, any suggestion that this Commission can ignore the FCC’s “all-or-nothing” adoption rule must be rejected as a matter of law.

CONCLUSION

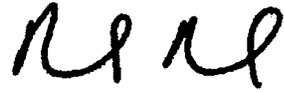
Verizon has provided Blue Rooster with a list of recently executed interconnection agreements that are available for adoption and remains open to working with Blue Rooster to find a contemporary interconnection agreement that suits its needs. In addition, Verizon has indicated that it is willing to consider amending any such interconnection agreement, if adopted, to address certain concerns that Blue Rooster has raised. But Blue Rooster has been generally unresponsive to Verizon’s entreaties. To help the parties resolve this dispute, the Commission should advise Blue Rooster that the Blue Casa ICA is no longer available for adoption under 47 C.F.R. § 51.809(c) and that it should adopt a contemporary interconnection agreement.

³¹ 77 F.Supp.2d 492, 504 (D. Del. 1999) (emphasis added).

³² Emphasis added.

Dated: June 9, 2010

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R M R', positioned above a horizontal line.

By: _____
RUDOLPH M. REYES

711 Van Ness Avenue, Suite 300
San Francisco, CA 94102
Tel: 415-749-5539
Fax: 415-474-6546
rudolph.reyes@verizon.com

Attorney for Verizon

CERTIFICATE OF SERVICE

I hereby certify that: I am over the age of eighteen years and not a party to the within entitled action; my business address is 711 Van Ness Ave., Ste. 300, San Francisco, CA, 94102; I have this day served a copy of the foregoing:

OPENING BRIEF OF VERIZON CALIFORNIA INC.

by electronic mail to those who have provided an e-mail address and by U.S. Mail to those who have not, on the service list indicated below.

I declare under penalty of perjury that the foregoing is true and correct.
Executed this 10th day of June, 2010, at San Francisco, California.

/s/ Christine Becerra
CHRISTINE BECERRA

Service List: A.10-04-029



CALIFORNIA PUBLIC UTILITIES COMMISSION Service Lists

**PROCEEDING: A1004029 - IN THE MATTER OF THE
FILER: VERIZON CALIFORNIA INC.
LIST NAME: LIST
LAST CHANGED: MAY 24, 2010**

[DOWNLOAD THE COMMA-DELIMITED FILE
ABOUT COMMA-DELIMITED FILES](#)

[Back to Service Lists Index](#)

Parties

RUDOLPH M. REYES
ATTORNEY
VERIZON CALIFORNIA INC.
711 VAN NESS AVENUE, SUITE 300
SAN FRANCISCO, CA 94102
FOR: VERIZON

JOHN L. CLARK
GOODIN MACBRIDE SQUERI DAY & LAMPREY LLP
505 SANSOME STREET, SUITE 900
SAN FRANCISCO, CA 94111
FOR: BLUE ROOSTER TELECOM, INC.

[TOP OF PAGE](#)
[BACK TO INDEX OF SERVICE LISTS](#)