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December 17, 2007

VIA FEDERAL EXPRESS

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
400 North Street, 2nd Floor
Harrisburg, PA 17120

Re: *Verizon Pennsylvania Inc. v. Nextel Communications of the Mid-Atlantic, et al.*
PA PUC Docket Nos. C-20077849 & C-20077850

Dear Mr. McNulty:

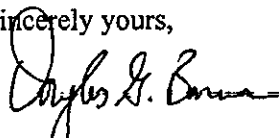
Please find enclosed for filing, in accordance with Judge Salapa's November 6, 2007 Order Granting Joint Motion to Extend Time to Serve Prepared Testimony, an original and three copies of the Nextel Respondents' Direct Testimony of Mark G. Felton.

I have enclosed an additional copy of the Nextel Respondents' Direct Testimony of Mr. Felton to be date-stamped and returned in the enclosed self addressed, stamped envelope.

We are also serving Verizon's counsel and other counsel of record with a copy of this filing on this date by U.S. Mail and electronic mail.

Please do not hesitate to contact me if you have any questions.

Sincerely yours,



Douglas G. Bonner

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Enclosures

- cc: Keith C. Buell, Esq. (Verizon) (via email) (w/encl.)
- Leigh A. Hyer, Esq. (Verizon) (via email) (w/encl.)
- Steven C. Gray, Esq. (SBA) (via email) (w/encl.)
- John Simms, Esq. (OTS) (via email) (w/encl.)
- Joel Cheskis, Esq. (OCA) (via email) (w/encl.)
- The Honorable David A. Salapa (via email) (w/encl.)

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BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Verizon Pennsylvania, Inc.	:	
v.	:	Docket No. C-20077849
Nextel Communications of the	:	
Mid-Atlantic, Inc., Nextel West	:	
Corporation	:	
	:	
Verizon Pennsylvania, Inc.	:	
v.	:	Docket No. C-20077850
Nextel Partners, Inc.	:	
NPCR, Inc.	:	

Direct Testimony of Mark G. Felton

On Behalf of Nextel Respondents

December 17, 2007

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**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

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DIRECT TESTIMONY

I. INTRODUCTION

Q. Please state your name, business address, employer and current position.

A. My name is Mark G. Felton. My business address is 6330 Sprint Parkway, Overland Park, KS 66251. I am employed as a Contracts Negotiator III in the Access Solutions group of Sprint United Management, the management subsidiary of Sprint Nextel Corporation ("Sprint Nextel").

Q. On whose behalf are you testifying?

A. I am testifying on behalf of Nextel Communications of the Mid-Atlantic, Inc., Nextel West Corp., Nextel Partners, Inc. and NPCR, Inc., d/b/a Nextel Partners. I refer to these entities collectively as "Nextel" in my testimony. Nextel is a commercial mobile radio service ("CMRS") provider licensed by the Federal Communications Commission ("FCC") to provide wireless services in the Commonwealth of Pennsylvania.

Q. Please describe your educational and business experience.

A. I graduated from the University of North Carolina at Wilmington in 1988 with a B.S. degree in Economics. In 1992, I received a Masters degree in Business Administration from East Carolina University. I began my career as a Management Intern with Carolina Telephone, a subsidiary of Sprint Nextel (or of its predecessor parent), in 1988 and have held positions of increasing responsibility since that time.

1 In June, 1999 I assumed responsibility for negotiations and implementation of
2 Sprint Nextel's interconnection agreements ("ICAs") with various
3 Sprint Nextel's interconnection agreements ("ICAs") with various
4 telecommunications carriers, and that responsibility ultimately grew to include the
5 existing ICAs between the Sprint Nextel entities and Verizon Pennsylvania, Inc.
6 ("Verizon PA") and between the Sprint Nextel entities and the other LECs in the
7 Commonwealth of Pennsylvania (the "Commonwealth").

8 Throughout the performance of my interconnection-related responsibilities from
9 1999 to the present, I have been required to understand and implement on a day-to-
10 day basis Sprint Nextel's rights and obligations under The Telecommunications
11 Act of 1996 ("96 Act"), the FCC rules implementing the 96 Act, and federal and
12 state authorities interpreting and enforcing the 96 Act and its interpretive FCC
13 rules.

13 **Q. Before which state regulatory Commissions have you testified?**

14 A. I have testified before the Public Service Commissions of Florida, Georgia,
15 Kentucky, Louisiana and South Carolina, and the North Carolina Utilities
16 Commission.

17 **II. PURPOSE AND SCOPE OF TESTIMONY**

18 **Q. Please summarize your testimony in this proceeding.**

19 A. My direct testimony will address various aspects of the dispute between Verizon
20 PA and Nextel regarding the billing of intrastate access charges for the termination
21 of intraMTA or local wireless traffic. Among other things I will address the
22 following topics in my direct testimony:

- 1 (1) *Wireless Interconnection*
- 2 (2) Reciprocal Compensation Rules for Wireless Local Traffic
- 2 (2) Reciprocal Compensation Rules for Wireless Local Traffic
- 3 (3) FCC Rules Governing Wireless Local Traffic
- 4 (4) The Nextel/Verizon PA Interconnection Agreement(s)
- 5 (5) The *T-Mobile* Declaratory Ruling
- 6 (6) ITORP (IntraLATA Toll Originating Responsibility Plan)
- 7 (7) The Nature of the Dispute

8 **III. WIRELESS INTERCONNECTION**

9 **Q. What does the term “interconnection” mean in connection with**
10 **telecommunications traffic exchanged between telecommunications carriers?**

11 A. Interconnection as defined by the Federal Communications Commission (FCC)
12 means the linking of two networks for the mutual exchange of traffic.

13 **Q. Are you familiar with how wireless carriers interconnect with other carriers?**

14 A. Yes. With larger incumbent local exchange carriers (“ILECs”), such as the
15 regional Bell Operating Companies (i.e., Verizon, AT&T and Qwest), wireless
16 carriers generally interconnect directly at the Bell Operating Company’s tandem
17 switch locations. For smaller ILECs, wireless carriers generally interconnect
18 indirectly via the Bell Operating Company’s tandem switch, because the volume of
19 traffic exchange is small and the cost of establishing a direct interconnection to a
20 smaller ILEC is not economical.

21 **Q. What is the difference between direct and indirect interconnection?**

22 A. When a direct interconnection is established between telecommunications carriers
23 there is a physical point where the two carriers’ networks meet. There are two

1 methods that are commonly used to establish direct connection. For example, if
2 Nextel directly interconnects with an ILEC it generally leases a facility connecting
2 Nextel directly interconnects with an ILEC it generally leases a facility connecting
3 Nextel's network to the ILEC's tandem switch. Alternatively, the two carriers may
4 jointly provision a facility (commonly referred to as a meet point or mid-span meet)
5 to physically connect the two carriers at a point located between the two carriers'
6 networks. In an indirect interconnection arrangement both carriers are
7 interconnected with a third, intermediary carrier, generally at the third carrier's
8 tandem switch. The parties exchange traffic using the third party carrier as a transit
9 service provider. The originating and terminating carriers' networks are not
10 directly connected but are indirectly connected through the third carrier's network
11 using the third carrier to switch the traffic and facilitate the exchange of traffic for
12 the originating and terminating carrier. Generally, the originating carrier
13 compensates the transit provider for this transit service.

14 **Q. Does the 96 Act state how a telecommunications carrier should interconnect**
15 **with telecommunications carriers:**

16 A. Yes. Section 251(a) of the Act provides that all carriers have the "duty" to
17 interconnect with other telecommunication carriers "directly" or "indirectly." 47
18 U.S.C. § 251(a).

19 **Q. Has the FCC recognized indirect wireless interconnection as a common and**
20 **accepted practice for wireless carriers to interconnect with smaller LECs?**

21 A. Yes. In its 2001 Intercarrier Compensation Notice of Proposed Rulemaking, the
22 FCC noted that CMRS carriers indirectly interconnect with other carriers when
23 traffic volumes are low, as in rural areas, either through the LEC's end office or

1 tandem.¹ The FCC recognized that indirect interconnection is “a form of
2 interconnection explicitly recognized and supported by the Act. . . . Moreover, it
2 interconnection explicitly recognized and supported by the Act. . . . Moreover, it
3 appears that indirect interconnection via a transit service provider is an efficient
4 way to interconnect when carriers do not exchange significant amounts of traffic.”²

5 **Q. Have the federal courts observed anything about when indirect wireless
6 interconnection is appropriate?**

7 A. Yes. The U.S. Courts of Appeals for the Eighth and the Tenth Circuits have both
8 recognized the right of competitive carriers, including wireless carriers, to
9 interconnect directly or indirectly with other telecommunications carriers.³

10 **IV. RECIPROCAL COMPENSATION RULES FOR WIRELESS LOCAL**
11 **TRAFFIC**

12 **Q. Are you familiar with the rules governing how carriers compensate one
13 another for the exchange of local telecommunications traffic?**

14 A. Yes.

15 **Q. What are those rules?**

16 A. Under Section 251(b)(5) of the 96 Act, carriers are required to establish reciprocal
17 compensation arrangements for the termination of telecommunications. Under
18 FCC regulation 51.701(b), telecommunications traffic between a LEC and a CMRS

¹ *In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket No. 01-92, FCC 01-132, 16 FCC Rcd 9610; (rel. April 27, 2001) at ¶91.

² *In the Matter of Developing a Unified Intercarrier Compensation Regime*, Further Notice of Proposed Rulemaking, CC Docket No. 01-92, FCC 05-33, 20 FCC Rcd 4685; rel. March 3, 2005 (paragraphs 125-126).

1 provider for reciprocal compensation purposes is defined as traffic that is originated
2 and terminated within the same MTA. Further, bill-and-keep (when neither party
2 and terminated within the same MTA. Further, bill-and-keep (when neither party
3 bills for terminating the other interconnecting carrier's originating local traffic) is
4 an acceptable reciprocal compensation arrangement.

5 **Q. What was the overall purpose of the The Telecommunications Act of 1996?**

6 A. The purpose of the 96 Act was to promote competition in local telecommunications
7 markets and encourage the rapid deployment of new telecommunications
8 technologies.⁴

9 **Q. How did Congress attempt to achieve those goals?**

10 A. Section 251 created rights for telecommunications carriers to receive
11 interconnection and related services, and duties of local exchange carriers and other
12 telecommunications carriers to provide interconnection, reciprocal compensation,
13 local number portability and related services.

14 **Q. How are reciprocal compensation rates determined?**

15 A. If the parties do not have a bill and keep reciprocal compensation arrangement, the
16 rates for transport and termination are based on the mutual and reciprocal recovery
17 of costs.⁵ Specifically, the FCC established the TELRIC (Total Element Long Run

³ *WWC License, L.L.C. v. Pub. Serv. Comm'n*, 459 F.3d 880, 889-93 (8th Cir. 2006); *Atlas Tel. Co. v. Oklahoma Corp. Comm'n*, 400 F.3d 1256, 1262, 1268 (10th Cir. 2005) (rejecting rural LEC argument that the '96 Act requires a competitor to directly connect for interconnection to occur.)

⁴ *Verizon Maryland, Inc. v. Public Service Comm'n of Maryland*, 535 U.S. 635, 638 (2002); see also, *Verizon Comm's v. Law Office of Curtis v. Trinko, LLP*, 540 U.S. 398, 402 (2004); see also, Telecommunications Act of 1996, Pub. L.A. No. 104-104, 110 Stat. 56 (1996); see also, *First Report & Order*, ¶3, ¶1036.

⁵ 47 U.S.C. §252(d)(2).

1 Incremental Cost) costing methodology that is applicable to section 251 services,
2 including reciprocal compensation rates.⁶
3 including reciprocal compensation rates.⁶

3 **Q. For a wireline-to-wireline call in the Commonwealth, how are calls determined**
4 **to be subject to reciprocal compensation, as opposed to access rates?**

5 A. Local Exchange Carriers (LECs) file tariffs with the Pennsylvania PUC that
6 establish each carrier's local calling area, that is the area within which the end users
7 calls are rated as local calls included in basic service. In some instances LECs
8 establish EAS (Extended Area Service) that allows the end user to make a "local
9 call" to other exchanges without incurring a toll charge. EAS may be a mandatory
10 or optional service. Generally, a flat rate additional charge applies for unlimited
11 calling between the EAS exchanges. For calls to different exchanges within the
12 same LATA that are not within the same local calling area, the end user is charged
13 a toll rate on a minute of use basis. The originating and terminating portion of the
14 toll call is local exchange access, which is billed to the long distance or toll
15 provider. Exchange access is billed by LECs at intrastate access tariff rates, not
16 cost-based reciprocal compensation rates established by the 96 Act.

17 **Q. How did wireless carriers pay for termination of their customers' calls before**
18 **the 96 Act?**

19 A. Prior to the 96 Act, LECs charged wireless carriers intrastate access charges to
20 terminate all wireless calls to the LEC end user customers.

⁶ *First Report & Order*, ¶¶ 1055-1058; *Verizon Comm.'s, Inc. v. FCC*, 535 U.S. 467 (2002) (affirming FCC's TELRIC cost methodology).

1 **Q. How are intrastate access charges established?**

2 A. Historically, access service rates have been established using a residual rate-making
3 approach and have been set well above the actual cost of providing the services.
4 Monies collected from higher margin access services enable local exchange carriers
5 to provide residential local exchange service at or below the cost of service,
6 encouraging universal subscription to telephone service. Access rates were
7 therefore intended to subsidize local exchange service rates. However, the 96 Act
8 established cost-based termination of local calls as well as the elimination of the
9 subsidies embedded in access rates. This Commission has recognized the need to
10 remove these subsidies and have taken several steps to transition them away, yet,
11 subsidies still remain.⁷

12 **Q. How was the 96 Act's new reciprocal compensation regime applied to wireless**
13 **calls?**

14 A. In its *First Report & Order*, the FCC established Major Trading Areas (MTAs) as
15 the defining boundary to determine wireless calls that are subject to reciprocal

⁷ See *Re Nextlink Pennsylvania, Inc.*, Docket No. P-00991648; P-00991649, 93 PaPUC 172 (Sept. 30, 1999) ("Global Order") at 38-39 (recognizing vulnerabilities to implicit subsidies in switched access rates). The Commission has since reiterated its commitment to reduce access charges, explicitly endorsing access reductions as an important public policy objective. As recently as July 2007, the Commission rejected proposals by rural local exchange carriers to increase rates. See Opinion and Order in Dockets I-00040105, P-00981428F1000, R-00061375, P-0098142F1000, R-00061376, P-00981430F1000 and R-00061377 (July 11, 2007), page 7. The Commission is currently considering whether to grant the RLECs (*Investigation Regarding Access Charges and IntraLATA Toll Rates of Rural Carriers and the Pennsylvania Universal Service Fund*, Docket No. I-00040105) and Verizon's (*AT&T Communications of Pennsylvania v. Verizon North Inc. and Verizon Pennsylvania Inc.*, Docket No. C-20027195) request for stay of their respective cases considering reductions in switched access rates in Pennsylvania.

1 compensation arrangements.⁸ The FCC promulgated the rule in 47 CFR 51.701(b)
2 that defines telecommunications traffic for purposes of section 251(b)(5) as traffic
3 that defines telecommunications traffic for purposes of section 251(b)(5) as traffic
4 that originates and terminates within an MTA.

4 **Q. Are incumbent LEC IntraLATA toll access tariffs relevant to wireless-**
5 **originated calls that originate and terminate within the same MTA at the**
6 **beginning of the call?**

7 A. No. The FCC, various courts and this Commission have all determined that
8 intraLATA toll or access tariffs are not applicable to intraMTA traffic. It is well
9 established that IntraMTA traffic is only subject to reciprocal compensation
10 arrangements under section 251(b)(5).

11 **Q. Are incumbent LEC intrastate access tariffs relevant to any intrastate,**
12 **wireless-originated calls?**

13 A. As a business accommodation, wireless carriers generally agree to interMTA
14 factors in interconnection agreements to account for any incidental amounts of
15 traffic delivered over interconnection facilities that actually originate and terminate
16 in different MTAs. Nextel generally agrees to pay access charges on that traffic,
17 although there are no specific rules applying access charges to wireless traffic.

18 **V. THE NEXTEL/VERIZON PA INTERCONNECTION AGREEMENT(S)**

19 **Q. Are there any agreements governing the interconnection relationship between**
20 **Verizon PA and Nextel in the Commonwealth?**

⁸ *In re Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, First*
(Footnote cont'd)

1 A. Yes.

2 **Q. What are those interconnection Agreements?**

3 A. The interconnection agreements (“ICAs”) between the Nextel entities and Verizon
4 PA are the ICA between Verizon PA and Nextel Communications of the Mid-
5 Atlantic, Inc., and Nextel West Corp., effective January 20, 1998 and the adoption
6 of the identical ICA by NPCR d/b/a Nextel Partners effective May 18, 2001.
7 Nextel also has an ICA with the legacy GTE company in Pennsylvania.

8 **Q. Are you familiar with the terms of those agreements? How?**

9 A. Yes. I am responsible for Sprint Nextel ICAs in certain states including in the
10 Commonwealth. Although I was not the negotiator of those agreements I have
11 reviewed them and discussed the provisions with the original negotiator.

12 **Q. Are the agreements as negotiated consistent with FCC Rules governing the**
13 **compensation of wireless local traffic?**

14 A. Yes.

15 **Q. If so, what provisions of the agreement are consistent with those principles?**

16 A. Section 1.44 of the Agreement defines “Local Traffic” as intraMTA traffic.
17 IntraMTA Traffic, as defined in Section 1.39 of the Agreement, is defined as:

18 “CMRS traffic originated by a Customer of one Party on
19 that Party’s network in an MTA and terminated to a
20 Customer of the other Party on that Party’s network in the
21 same MTA in which the call originated, regardless of the

Report & Order, 1 F.C.C.R. 15499, 1996 WL 452885, (Aug. 8, 1996) (“*First Report & Order*”); as defined in 47 C.F.R. § 24.202(a).

1 other carrier(s), if any, involved in carrying any segment of
2 the call. IntraMTA Traffic is Local Traffic. For purposes
3 of determining originating and terminating points of a call
4 on Nextel's network under this Agreement, Nextel will use
5 the originating or terminating cell site locations as the point
6 of call origination and termination, respectively."

7 InterMTA traffic is defined in Section 1.36A of the Agreement as:

8 "CMRS traffic originated by a Customer of one Party on
9 that Party's network in one MTA and terminated to a
10 Customer of the other Party on that Party's network in
11 another MTA. InterMTA Traffic is Toll Traffic."

12 Significant to this case, "IntraLATA Toll Traffic" is expressly defined to exclude "Local
13 Traffic" or "IntraMTA Traffic." Section 1.37 defines "IntraLATA Toll Traffic as:

14 *"those intraLATA CMRS calls that are not defined as Local*
15 *Traffic in this Agreement."*

16 (Emphasis added). Finally, Section 4.6 of the Agreement states that reciprocal
17 compensation arrangements shall govern the transport and termination of Local
18 Traffic with the Parties compensating each other in "an equal and symmetrical
19 manner." The Parties agree that if any provisions of the Agreement are inconsistent
20 with effective FCC regulations, the Agreement is to be amended to "eliminate the
21 inconsistency." For example, Section 22.3 of "COMPLIANCE WITH LAWS"
22 specifically confirms that the Agreement was structured to exclude all wireless
23 intraMTA traffic from treatment as intraLATA toll traffic that is subject to access
24 charges, consistent with Section 51.701 of the FCC Rules.

25 **Q. Does the Agreement anywhere else demonstrate the Parties' commitment to**
26 **comply with federal law governing wireless traffic?**

27 A. Yes, Section 22, COMPLIANCE WITH LAWS, states that "[e]ach party represents
28 and warrants that it is now and will remain in compliance with all laws, regulations

1 and order applicable to the performance of its obligations hereunder (collectively

2 “Applicable Laws”).

2 “Applicable Laws”).

3 **SECTION 6.1**

4 **Q. What is “transit traffic”?**

5 A. Transit traffic is defined in the Agreement as “any traffic that originates from or
6 terminates at one Party’s network, “transits” the other Party’s network substantially
7 unchanged, and terminates or originates from a third carrier’s network....” ICA,
8 Sec. 1.75.

9 **Q. What does the Agreement provide with respect to compensation to Verizon PA
10 for Nextel-originated “transit traffic”?**

11 A. Section 6.1 addresses compensation for Verizon’s Transit Traffic Service. This
12 section provides that Nextel will compensate Verizon PA for Verizon’s Transit
13 Traffic Service at the rates set forth in Exhibit A of the agreement.

14 **Q. Was Verizon PA fully compensated by Nextel under the Agreement for
15 transiting Nextel’s traffic?**

16 A. Yes. Verizon PA’s Complaint does not seek recovery for any unpaid charges for
17 Verizon Transit Traffic Service.

18 **Q. Then what charges is Verizon PA seeking to recover?**

19 A. Verizon PA is seeking payment of third party ILEC access charges for termination
20 of Nextel-originated intraMTA transit traffic terminated by third party independent
21 ILECs which Verizon paid.

1 **Q. Does Section 6.1.1 refer to the classes of traffic on which access charges may be**
2 **assessed, or whether the access charges must be lawful?**
3 **assessed, or whether the access charges must be lawful?**

4 A. No.

5 **Q. Can Section 6.1.1 be interpreted in a manner consistent with the rest of the**
6 **Agreement and federal rules governing wireless local calling incorporated**
7 **within the Agreement?**

8 A. Yes. In fact, the most faithful and lawful interpretation of Section 6.1.1 that is true
9 to FCC rules, Commission precedent, and the terms of the entire Agreement is that
10 Nextel will reimburse Verizon PA for access compensation paid to third parties that
11 is appropriate based on the jurisdiction of the actual wireless traffic, i.e., interMTA
12 traffic. Therefore, any access charges billed to Verizon PA for transit traffic
13 originated by Nextel for interMTA calls would be due. However, any access
14 charges billed for intraMTA traffic are contrary to federal law and, therefore, do
15 not apply and cannot be recovered.

16 **Q. What has the FCC said about how indirect wireless traffic terminating to**
17 **independent LECs is to be compensated?**

18 A. In its *Intercarrier Compensation NPRM*, the FCC stated that "LEC-CMRS
19 interconnection for calls that originate and terminate in the same MTA (as of the
20 start of a call) are governed by section 251, and are subject to reciprocal
21 compensation." The FCC also recognized the "[t]wo common types of local LEC-
22 CMRS interconnection include: connection through a LEC (typically an ILEC) end
office (Type 1); and direct mobile switching center (MSC) connection with a LEC

1 tandem (Type 2A).”⁹ The FCC went on to state that “[u]nder both types of LEC-
2 CMRS interconnection, the LEC receives forward-looking economic cost-(FLEC-)
2 CMRS interconnection, the LEC receives forward-looking economic cost-(FLEC-)
3 based reciprocal compensation for the LEC's additional costs of terminating
4 CMRS-originated calls. The CMRS carrier, on the other hand, is compensated at
5 the LEC's FLEC-based rate, which is used as a presumptive proxy for the CMRS
6 carrier's own termination costs, unless the CMRS carrier submits a forward-looking
7 economic study to rebut this presumptive symmetrical rate.”¹⁰ Also, as I pointed
8 earlier, the FCC noted in its *T-Mobile Declaratory Ruling*: “As the Commission
9 recognized in the *Intercarrier Compensation NPRM*, CMRS providers typically
10 interconnect indirectly with smaller LECs via a Bell Operating Company (BOC)
11 tandem. In this scenario, a CMRS provider delivers the call to a BOC tandem,
12 which in turn delivers the call to the terminating LEC. The indirect nature of the
13 interconnection enables the CMRS provider and LEC to exchange traffic even if
14 there is no interconnection agreement or other compensation arrangement between
15 the parties.”¹¹

16 **Q. Has the PA Commission addressed the issue of how intraMTA, wireless local**
17 **traffic is to be compensated?**

⁹ See *Intercarrier Compensation NPRM*, 16 FCC Rcd at 9643, para. 91 n.148.

¹⁰ *Id.* at 92. In this case Verizon is seeking compensation from Nextel for its payment of RLEC terminating access charges, however, Nextel has not been paid nor sought compensation for terminating similar RLEC originating traffic in the other direction.

¹¹ *T-Mobile Declaratory Ruling*, 20 FCC Rcd 4855 ¶ 5 (2005).

1 A. Yes. The Pennsylvania PUC has held that all intraMTA traffic must be
2 compensated at cost-based reciprocal compensation rates under 251(b)(5) rather
2 compensated at cost-based reciprocal compensation rates under 251(b)(5) rather
3 than access charges.¹²

4 **Q. Does Section 6.1 or any other provision of the Agreement refer to or reflect**
5 **Nextel's payment of, or agreement to pay, independent LEC ITORP charges**
6 **or independent LEC intraLATA toll charges for terminating intraMTA**
7 **traffic?**

8 A. No. Section 6.1 merely suggests that Nextel may enter into a "reciprocal local
9 traffic exchange agreement" including an "ITORP Agreement" with any other
10 wireless carrier, independent telephone company, competitive local exchange
11 company, or other local exchange company for the exchange of traffic.

12 **Q. What does Section 6.1.1 say with regard to entering into direct reciprocal local**
13 **traffic exchange agreements with other incumbent LECs in Pennsylvania?**

14 A. Section 6.1.1 provides that Nextel "shall exercise all reasonable efforts" to enter
15 into a reciprocal local traffic exchange arrangement.

16 **Q. Is the language "all reasonable efforts" defined, or are any illustrations of**
17 **what constitute "reasonable efforts" provided?**

18 A. No.

¹² Opinion and Order, *Petition of Cellco Partnership d/b/a Verizon Wireless, et al.*, Docket No. P-00021995 (Pa. PUC Jan. 18, 2005) ("*Verizon Wireless Order*") at 43-46 (reciprocal compensation is mandatory on indirect wireless traffic); Opinion and Order, *Petition of Cellco Partnership d/b/a Verizon Wireless, et al.*, Docket No. A-310489F7004 (Pa. PUC Jan. 18, 2005) ("*Alltel Order*") at 23-28 (Section 251(b)(5) obligations apply to direct and indirect traffic).

1 **Q. What, in your opinion, would constitute “reasonable efforts”?**

2 A. Because this standard is undefined by the Agreement, what constitutes “reasonable
3 efforts” depends on the circumstances. Contacting carriers to initiate negotiations
4 would be reasonable although it would not be reasonable to initiate negotiations
5 with all of more than twenty (20) RLECs at the same time as it would require more
6 resources than were available to Nextel at the time. Moreover, some reasonable
7 level of traffic volume would be necessary to justify the cost of establishing such a
8 new, individual ICA. Also, what constitutes “reasonable efforts” in this case would
9 require consideration of the objective willingness of RLECs to negotiate such
10 agreements during the period in question.

11 **Q. Did Nextel/Nextel Partners attempt to enter into any such agreements?**

12 A. Yes.

13 **Q. Were Nextel’s efforts to enter into reciprocal compensation agreements with
14 the independent LECs successful?**

15 A. Nextel’s efforts to enter into compensation arrangements with the independent
16 LECs were only marginally successful. For the most part, Nextel faced
17 considerable resistance from the independent LECs and was only able to finalize
18 agreements with four independent LECs. GTE North Inc., Sprint United
19 Telephone Company (now Embarq), Conestoga Telephone and Telegraph
20 Company, and, North Pittsburgh Telephone Company. Nextel also attempted to
21 enter agreements with Pymatuning Independent Telephone Company and
22 Commonwealth.

- 1 **Q. Was it feasible for the Nextel Respondents to enter into reciprocal traffic**
2 **exchange agreements with all of the Pennsylvania independent LECs?**
2 **exchange agreements with all of the Pennsylvania independent LECs?**
- 3 A. No, for several reasons. First, as recognized by the FCC, and the federal courts,
4 traffic volumes with rural LECs are typically small volumes of traffic, and
5 therefore indirect interconnection is typically used to support such small volumes
6 of traffic exchange.¹³ It is not economically practical to negotiate agreements for
7 such small volumes of exchanged traffic. Second, the respective Nextel
8 Respondents were operating in different areas of the Commonwealth and that
9 means each Nextel entity would be required to negotiate numerous agreements with
10 the RLECs that the other Nextel Respondents could not benefit from. Finally, any
11 such attempts would have been futile before April 2005 because it is well
12 documented that the Pennsylvania rural LECs actively resisted wireless ICAs as
13 evidenced by the *Verizon Wireless* arbitration against 21 rural LECs before this
14 Commission.¹⁴ This fundamental rural LEC resistance to entering into reciprocal
15 traffic exchange agreements with wireless carriers during the subject time period is
16 confirmed by the minimal number of traffic exchange agreements negotiated
17 between wireless carriers and rural LEC parties to ITORP before April, 2005.¹⁵

¹³ See, *Alma Communications Co. v. Missouri Public Service Comm'n.*, 490 F.3d 619, 622 (8th Cir. 2007)(observing that “cell-phone companies usually do not choose to connect directly with rural local exchange carriers” because it is not “economically advantageous” to do so.)

¹⁴ *Verizon Wireless Order* at 2 (“Verizon Wireless’s letter-requests relative to negotiations for an interconnection agreement were contested by the Rural ILECs on both substantive and procedural grounds.”).

¹⁵ Verizon Responses to Nextel Respondents’ Second Set of Interrogatories, Response to Interrogatory No. 6 (Oct. 12, 2007)(Verizon PA listing known traffic exchange agreements between wireless carriers and rural LECs) (attached as Ex. A).

1 **Q. Why were the Pennsylvania independent LECs opposed to reciprocal**
2 **compensation agreements?**
2 **compensation agreements?**

3 A. As Verizon PA's wireless affiliate, Verizon Wireless itself argued to the
4 Commission in its own interconnection arbitration dispute with Rural LECs in the
5 Commonwealth, that the "PA RLECs have no incentive to enter into reciprocal
6 compensation arrangements as long as they are able to receive unilateral
7 intercarrier charges from Verizon PA, at access level rates, rather than cost-based
8 reciprocal compensation rates."¹⁶ In addition, by inappropriately utilizing the
9 ITORP arrangement to collect monies for traffic termination, the Pennsylvania
10 rural LECs avoided altogether their responsibility to pay reciprocal compensation
11 for the termination of their originated traffic.

12 **Q. Can wireless carriers file access tariffs?**

13 A. No. The FCC has adopted a policy of mandatory detariffing of CMRS access
14 services, and decided that wireless companies may only collect access charges if
15 the other carrier utilizing the access services (generally a long distance carrier)
16 enters into an agreement to pay such charges.¹⁷

17 **PLAIN LANGUAGE OF THE AGREEMENT**

¹⁶ P-00021995-00022015, Main Brief of Celco Partnership d/b/a Verizon Wireless, at 15 (March 1, 2004).
¹⁷ *In the Matter of Petitions of Sprint PCS and AT&T Corp. For Declaratory Ruling Regarding CMRS Access Charges*, 17 FCC Rcd. 13192, 2002 WL 1438578 (2002); *Implementation of Sections 3(n) and 332 of the Communications Act, Regulatory Treatment of Mobile Services*, Gen. Docket No. 93-252, Second Report and Order, 9 FCC Rcd 1411, 1480, ¶179 (1994).

1 **Q. Verizon PA argues that the “plain language” of the Agreement (specifically**
2 **Section 6.1) requires Nextel to reimburse Verizon PA’s payment of the ITORP**
2 **Section 6.1) requires Nextel to reimburse Verizon PA’s payment of the ITORP**
3 **access charges. Do you agree?**

4 A. No. Verizon PA’s “plain language” argument selectively relies on only one
5 provision of the Agreement while ignoring other critical provisions which conform
6 the Agreement to FCC Rules in effect since 1996. Ignoring these other key
7 provisions to accept Verizon’s interpretation would be unlawful. These FCC Rules
8 governing wireless local traffic are also specifically referenced in the Agreement’s
9 “Compliance with Laws” provision, while ITORP is not.

10 **VI. THE T-MOBILE DECLARATORY RULING**

11 **Q. Are you familiar with this ruling?**

12 A. Yes.

13 **Q. What kinds of rural LEC tariffs were at issue in *T-Mobile*?**

14 A. *The T-Mobile Declaratory Ruling* addressed whether it was appropriate to apply
15 rural LEC wireless termination tariffs to non-access, intraMTA traffic that is
16 subject to 251(b)(5) of the Act. The FCC recognized that “many LECs have filed
17 wireless termination tariffs with state commissions in an attempt to be compensated
18 for traffic that originates with CMRS providers. Typically, these tariffs apply only
19 in the situation where there is no interconnection agreement or reciprocal
20 compensation arrangement between the parties.”¹⁸ The issue was not the

¹⁸ *T-Mobile Declaratory Ruling* at 7.

1 applicability of intrastate access tariffs (as exist under ITORP) being applied to
2 intraMTA traffic. As I discussed earlier, the FCC ruled in the *First Report & Order*
2 intraMTA traffic. As I discussed earlier, the FCC ruled in the *First Report & Order*
3 that intraMTA traffic was subject to reciprocal compensation arrangements, not
4 access charges.

5 **Q. Did these “wireless termination tariffs” apply at all to access, or interMTA**
6 **traffic?**

7 A. No.

8 **Q. Are “wireless termination tariffs” at issue in this case?**

9 A. No. At issue in this case is whether intrastate, intraLATA access charges set forth
10 in rural local exchange company (RLEC) intraLATA toll access tariffs are
11 applicable to CMRS intraMTA traffic. As acknowledged by Verizon PA and the
12 rural LECs, the charges assessed on Nextel at issue in this case were intrastate
13 access charges, not charges assessed through wireless termination tariffs applicable
14 to intraMTA traffic.¹⁹ Even Verizon PA now concedes that the *T-Mobile*
15 *Declaratory Ruling* involves LECs not imposing “compensation obligations for
16 non-access traffic pursuant to tariff.”²⁰

¹⁹ Reply Brief of Nextel Communications, Inc., *Petition of Cellco Partnership d/b/a Verizon Wireless*, P-00021995, at page 4 (“The Rural ILECs suggest, however, that as part of its implementation of the ITORP process with Bell Atlantic-Pennsylvania (now Verizon), the parties negotiated an ‘Ancillary Services Agreement’ that ‘required Bell of PA to bill the CMRS providers based upon the Independents’ intrastate access charges and to remit such compensation to the Independents for their termination services.’ *Rural ILEC’s Main Brief at 16.*”) See also, Verizon PA Responses to Nextel Respondents’ First Set of Interrogatories, Response to Interrogatory No. 3 (“Verizon...has not quantified...the amount of the ITORP access charges at issue in Verizon’s Complaint that relates to interMTA calls....”)(attached as Exhibit B.).

²⁰ See, Verizon PA Responses to Nextel Respondents’ Second Set of Interrogatories, Response to Interrogatory No. 9 (quoting *T-Mobile Declaratory Ruling*) (Oct. 12, 2007) (attached as Exhibit A).

1 **Q. Why does Verizon PA refer throughout its Complaint to “termination**
2 **charges” rather than “intraLATA toll access charges” which are by definition**
2 **charges” rather than “intraLATA toll access charges” which are by definition**
3 **what the ITORP settlement process addresses?**

4 A. Apparently, Verizon PA is attempting to confuse the issue as to what type of
5 charges Verizon PA seeks to recover. Alternatively, it seeks to obscure the fact that
6 it is seeking to unlawfully recover payment of access charges for wireless local
7 traffic. Intercarrier compensation falls into two categories, reciprocal
8 compensation and access charges. As I have described, Verizon PA is seeking to
9 recover access charges for intraMTA traffic. It appears that Verizon PA is
10 characterizing these charges as “termination charges” rather than intraLATA toll
11 access charges because it is not appropriate to assess intraLATA toll access charges
12 on intraMTA traffic. Verizon PA may also be attempting to intentionally
13 mischaracterize these charges to benefit by having them confused with the different
14 wireless local traffic termination tariffs that were at issue in the *T-Mobile*
15 *Declaratory Ruling*. Throughout that decision the FCC refers to the “wireless
16 termination tariffs” as applied to non-access traffic in the absence of a reciprocal
17 traffic exchange agreement. By attempting to equate the assessment of intraLATA
18 toll access charges as “wireless termination charges” Verizon seeks to
19 inappropriately argue that the very different ITORP access tariffs here were
20 appropriate until the *T-Mobile Declaratory Ruling* prohibited wireless termination
21 tariffs for non-access traffic on a prospective basis.

22 **VII. ITORP (INTRALATA TOLL ORIGINATING RESPONSIBILITY PLAN)**

23 **Q. What is ITORP?**

1 A. ITORP was created by the Pennsylvania Public Utility Commission (“PUC”) in
2 1985 as an intrastate intraLATA toll settlement process that applies access charge
2 1985 as an intrastate intraLATA toll settlement process that applies access charge
3 tariffs for intraLATA toll traffic exchanged between wireline local exchange
4 carriers. In 1991 ITORP was amended to include services provided to wireless
5 carriers by adding Exhibit G.

6 **Q. What purpose was it designed to serve?**

7 A. ITORP is an intrastate, intraLATA toll settlement process between Pennsylvania
8 LECs, begun on January 1, 1986, whereby each LEC “*applies its access charge*
9 *tariffs to other LECs for terminating toll calls in their territory....*”²¹

10 **Q. Who are parties to ITORP?**

11 A. Verizon PA and the Pennsylvania Rural LECs are the only carriers that are parties
12 to ITORP.²²

13 **Q. Was Nextel ever a party to ITORP?**

14 A. No.

15 **Q. Were any wireless carriers a party to ITORP?**

16 A. No, not to my knowledge. Verizon PA’s wireless affiliate, Verizon Wireless was
17 not, nor any other wireless carrier that was discussed in this Commission’s

²¹ *Investigation Regarding The IntraLATA Toll Originating Responsibility Plan*, I-00870076, 1994 Pa. PUC LEXIS 130 (Pa PUC, Dec. 21, 1994) at n.2 (emphasis added).

²² *See*, Verizon Responses to Nextel Respondents’ Second Set of Interrogatories, Response to Interrogatory #8 (attached as Exhibit A).

1 consideration of ITORP in relation to intraMTA wireless traffic in the Verizon

2 Wireless interconnection dispute with Rural LECs.²³

2 Wireless interconnection dispute with Rural LECs.²³

3 **Q. Does ITORP consider MTA boundaries or CMRS local calling areas?**

4 A. No. In fact, the FCC's "MTA Rule" was adopted by the FCC upon passage of the
5 96 Act, some 10 years after the ITORP arrangement was first implemented in the
6 Commonwealth. In addition, prior to the 96 Act, CMRS providers compensated
7 LECs at access rates for the termination of wireless traffic. However, the
8 Commission concluded in *Verizon Wireless* that ITORP "must be regarded as
9 superseded by operation of law" and "[a]s local traffic, intraMTA traffic must be
10 priced at cost-based rates and not access charges...."²⁴

11 **Q. What effect did ITORP have in terms of the intraLATA toll access charges of**
12 **the Pennsylvania LECs as wireless-originated local traffic grew that was**
13 **terminated by rural LECs?**

14 A. As the volume of wireless-originated minutes terminated by rural LECs grew, so
15 did the access revenue of those rural LECs participating in ITORP.

16 **Q. Was ITORP ever superseded by FCC Rules with regard to wireless intraMTA**
17 **traffic?**

18 A. Yes. In its *First Report & Order*, the FCC determined that "LECs are obligated,
19 pursuant to section 251(b)(5) (and the corresponding pricing standards of section

²³ *Petition of Cellco Partnership d/b/a Verizon Wireless, et al.*, Docket No. P-00021995, Opinion & Order at 4 (Pa. PUC Jan. 18, 2005) ("*Verizon Wireless*").

²⁴ *Verizon Wireless* at 27, 41.

1 252(d)(2)), to enter into reciprocal compensation arrangements with all CMRS
2 providers, including paging providers, for the transport and termination of traffic on
2 providers, including paging providers, for the transport and termination of traffic on
3 each other's networks"²⁵ The FCC went on to say, "[w]e reiterate that traffic
4 between an incumbent LEC and a CMRS network that originates and terminates
5 within the same MTA (defined based on the parties' locations at the beginning of
6 the call) is subject to transport and termination rates under section 251(b)(5), rather
7 than interstate or intrastate access charges."²⁶

8 **Q. Does this prohibit LECs from assessing access charges (such as those under**
9 **ITORP) for the termination of wireless local traffic?**

10 A. Yes. Local exchange carriers were specifically precluded from assessing access
11 charges on local wireless traffic, i.e., intraMTA traffic.

12 **Q. What has the PA PUC held on this specific issue of the impact of FCC Rules**
13 **on the ITORP settlement process?**

14 A. This Commission has already directly held that ITORP has been superseded by the
15 FCC Rules and federal law when applied to wireless local traffic.²⁷

16 **Q. Did Nextel participate along with Verizon Wireless in that proceeding?**

17 A. Yes.

18 **Q. What was Nextel's position in that proceeding?**

²⁵ *First Report & Order* (CC Docket 96-98) ¶ 1008.

²⁶ *Id.*, ¶1043.

²⁷ Verizon Wireless at 41.

1 A. Nextel argued that the ITORP process and intrastate access charges do not apply to
2 intraMTA wireless traffic.
2 intraMTA wireless traffic.

3 **Q. Has any other CMRS carrier taken a position consistent with Nextel regarding**
4 **the applicability of ITORP charges to wireless local traffic?**

5 A. Yes. Verizon PA's own wireless affiliate, Verizon Wireless, espoused a position
6 entirely consistent with Nextel's position in this case.

7 **Q. Has the PA PUC also decided whether Verizon PA, as the incumbent tandem**
8 **carrier transiting traffic, had an obligation to pay any of the ITORP charges in**
9 **question?**

10 A. Yes, in its 2005 *Alltel* Order, the Commission held Verizon PA had no obligation to
11 pay the subject ITORP charges.²⁸

12 **Q. Does Verizon PA admit that it had no obligation to pay the subject ITORP**
13 **charges?**

14 A. Yes it admits that in Paragraph 35 of its Complaint.

15 **Q. Does Verizon PA admit that the ITORP charges are unlawful when applied to**
16 **Nextel's wireless local traffic?**

17 A. Yes. Verizon PA argues that Nextel could have negotiated instead ICA language
18 only agreeing to pay "lawful charges or costs that independent LECs seek to collect

²⁸ *ALLTEL Pa., Inc. v. Verizon Pa., Inc.*, Opinion and Order, Docket No. C-20039321 (Pa. PUC Jan. 18, 2005); *see also*, Verizon Responses to Nextel Respondents' First Set of Interrogatories, Response to Interrogatory No. 4 (attached as Exhibit B); *see also*, Opinion and Order, *Petition of Cellco Partnership d/b/a Verizon Wireless, et al.*, Docket No. A-310489F7004 (Pa. PUC Jan. 18, 2005).

1 via Verizon.”²⁹ By making this argument, Verizon PA concedes the charges were
2 unlawful, as this Commission has already concluded.
2 unlawful, as this Commission has already concluded.

3 **Q. Can Verizon PA prevail on its pending claim without violating federal rules**
4 **establishing that wireless local traffic will only be compensated by reciprocal**
5 **compensation?**

6 A. No. And because these federal rules are incorporated within the terms of the
7 Parties’ interconnection agreements, Verizon PA cannot prevail on a claim to
8 enforce the “plain” terms of its interconnection agreement either.

9 **Q. Did Verizon PA ever dispute any of the subject ITORP charges?**

10 A. No. However, when it came to Verizon PA’s wireless affiliate, Verizon Wireless
11 did dispute them. As early as June, 2002, Verizon Wireless was putting
12 independent rural LECs in the Commonwealth on written notice that because
13 “[m]ost of the traffic” sent by Verizon Wireless to rural LECs is “local traffic”
14 subject to reciprocal compensation, that effective as of August 20, 2002, it would
15 no longer pay Verizon PA for ITORP charges billed by Verizon PA, but would
16 only be responsible for reciprocal compensation charges upon negotiation of an
17 reciprocal traffic exchange agreement.³⁰

18 **Q. Then why did Verizon PA pay the ITORP charges for wireless carriers other**
19 **than Verizon Wireless after 2002?**

²⁹ Verizon Pennsylvania Inc.’s Reply To Respondents’ Affirmative Defenses at 10.

³⁰ See, June 21, 2002 letter of Dudley K. Upton, Direct Wireline Interconnection, Verizon Wireless, to Steve Kanitra, Verizon North Inc. Pennsylvania (GTE) (attached as Exhibit C).

1 A. I don't know. But one explanation is that most of the wireless carrier new entrants
2 in the Commonwealth, such as Nextel, compete with Verizon PA (the largest
2 in the Commonwealth, such as Nextel, compete with Verizon PA (the largest
3 wireline incumbent telephone company) for customers, and wireless substitution or
4 wireless customers "cutting the [landline] cord" has been a well-recognized trend
5 over the past 10 years. By paying and passing through to wireless carriers ITORP
6 access charges for toll traffic (even though it was predominantly if not entirely
7 wireless local traffic), and/or forcing wireless carriers to only avoid such charges
8 by negotiating a traffic exchange agreement with a generally unwilling independent
9 LEC, Verizon PA can harm its competitors economically.

10 **Q. Did Verizon PA have any financial incentive to pay the ITORP charges**
11 **without disputing them?**

12 A. Verizon PA automatically collected up to a 5% commission simply by billing the
13 ITORP access charges to its competitors (though no collection was required under
14 Exhibit G to the TSFA). Verizon PA collected this commission by paying the total
15 ITORP fees billed by the independent LEC, less the commission due under
16 Exhibit G.³¹ This means that Verizon PA has already collected a 3-5% commission
17 on the amount claimed.

18 **VIII. NATURE OF THE DISPUTE**

19 **Q. When did Nextel initiate the disputes?**

³¹ Verizon Responses to Nextel's Second Set of Interrogatories, Response to Interrogatory No. 3 ("The billing and collection amounts were deducted from Verizon's payment to each independent LEC")(attached as Exhibit A).

1 A. Nextel first disputed the ITORP charges in the fall of 2003, following a sharp
2 increase in the amount of the Verizon Pa bills. Prior to this time, Nextel was aware
3 increase in the amount of the Verizon Pa bills. Prior to this time, Nextel was aware
4 that it was being billed but the charges were relatively low and Nextel made the
5 conscious decision to pay them rather than pursue interconnection agreements with
6 the independent LECs and/or dispute the charges from Verizon. In the fall of 2003,
7 however, the amount of the charges increased ten-fold and, based on the reasons set
8 forth in the balance of my testimony, Nextel decided to seek an appropriate
9 resolution of this dispute in accordance with the FCC Rules and the terms of the
Parties' Agreement.

10 **Q. How did you become familiar with this dispute?**

11 A. Although this was initially raised several years before my involvement, I first
12 became aware of this dispute in early 2006, after the merger of Sprint Nextel. I was
13 alerted to the issue by Nextel's bill verification department and was asked to
14 provide an interpretation of the contract relative to the applicability of the charges.

15 **Q. Has Verizon PA provided the percentage of traffic that is interMTA?**

16 A. No. As acknowledged by Verizon PA in an internal Verizon PA email exchange
17 between Keith Penkrot and Gerald Eisenhart dated November 17, 2003, Nextel
18 requested from Verizon PA, but was not provided information on the bills to
19 distinguish interMTA and intraMTA traffic.³² In this November 17, 2003
20 exchange, Verizon PA's Keith Penkrot opines "I do think that we need to stop
21 reimbursing the ITC's if Nextel is refusing to pay." Nevertheless, Verizon PA's

1 Gerald Eisenhart responds that Verizon PA would continue to bill Nextel
2 irrespective of whether Nextel's traffic was intraMTA or interMTA unless Nextel
2 irrespective of whether Nextel's traffic was intraMTA or interMTA unless Nextel
3 negotiated contracts with each individual ITC "to that effect" (i.e., that specifically
4 excluded intraMTA traffic from intraLATA toll access charges).³³

5 Nextel also requested the breakdown of intraMTA and interMTA
6 percentages for the subject traffic in discovery, to which Verizon PA responded:
7 *"Verizon responds that it has not quantified, and is not required to quantify, the*
8 *amount of the ITORP access charges at issue in Verizon's Complaint that relates to*
9 *interMTA calls as opposed to intraMTA calls."*³⁴

10 **Q. Has Verizon PA provided call detail information that would allow Nextel to**
11 **determine the percentage of the traffic that is interMTA and intraMTA?**

12 A. No. The bills provided by Verizon PA do not provide sufficient call detail to
13 determine intraMTA and interMTA traffic.

14 **Q. Has Verizon PA provided evidence that it actually paid the amounts that are**
15 **the subject of the complaint?**

16 A. No. Verizon PA provided bill summaries showing the amounts it claims it paid but
17 has never provided documentation to support actual payment to the rural LECs.

18 **Q. Has Nextel been able to determine the percentage of the traffic that is**
19 **intraMTA?**

³² See VZ(NXT) 000359-000361 (attached as Exhibit D.).

³³ *Id.*

³⁴ Verizon PA's Objections and Responses to the Nextel Respondents' First Set of Interrogatories, Response to Nextel Interrogatory No. 3 (August 16, 2007)(emphasis added)(Attached as Exhibit B).

1 A. No. Nextel was not provided sufficient call detail information to determine
2 whether the traffic was interMTA or intraMTA.
2 whether the traffic was interMTA or intraMTA.

3 **Q. Is there a basis to presume that the traffic was all intraMTA?**

4 A. Yes. Verizon PA ceased all billing under ITORP in April of 2005. Since Verizon
5 PA ceased billing Nextel for any traffic as the result of the issuance of the *T-Mobile*
6 *Declaratory Ruling*, it can be inferred that all Nextel-originated traffic terminated
7 by rural LECs before the *T-Mobile Declaratory Ruling* was 100% intraMTA
8 traffic. If there was any interMTA traffic included in the arrangement, Verizon PA
9 would have presumably continued to bill access charges for intraLATA toll traffic.
10 They have not.

11 **Q. Does Sprint have reason to question whether Verizon PA has actually paid all**
12 **the disputed amounts?**

13 A. Verizon PA has presented Nextel with only summaries of amounts it alleges to
14 have paid to the independent LECs. However, the real issue is not whether Verizon
15 PA did or did not pay these amounts. The real issue is whether Verizon PA should
16 have. Based on the discussion above, it is well established under federal and
17 Commission regulatory law that intrastate access charges are an inappropriate
18 compensation mechanism for wireless local traffic and Verizon PA should not have
19 paid the RLECs ITORP charges for Nextel's intraMTA traffic. If it did so, it did so
20 at its own risk. Therefore, assuming for the sake of argument that Verizon PA did
21 in fact pay the RLECs' unlawful access charge bills, Verizon PA should seek any
22 recovery of those amounts from the independent LECs, not from Nextel.

1 IX. SUMMARY AND CONCLUSION

2 Q. Please summarize your testimony.

2 Q. Please summarize your testimony.

3 A. Nextel's position is simple. Under federal law and this Commission's own
4 determination – ITORP is an inappropriate compensation mechanism for the type
5 of traffic in question. The FCC was clear in the *First Report & Order* that wireless
6 local traffic is subject to reciprocal compensation and not access charges such as
7 those levied under the ITORP arrangement. In addition, this Commission came to
8 the same conclusion when presented with virtually the same issue in *Verizon*
9 *Wireless*. Verizon PA had no obligation under the Agreement to pay the amounts
10 currently being disputed and, if it seeks reimbursement, it should seek those
11 amounts from the independent LECs that assessed the unlawful charges rather than
12 from Nextel. Based on the foregoing, Nextel respectfully requests that this
13 Commission dismiss Verizon PA's complaint.

14 Q. Does this conclude your Direct Testimony?

15 A. Yes, it does.

EXHIBIT A

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DEC 17 2007

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Verizon Pennsylvania Inc.)	
)	Docket No. C-20077849
v.)	
)	
Nextel Communications of the)	
Mid-Atlantic, Inc.; Nextel West Corporation)	
)	
Verizon Pennsylvania Inc.)	
)	Docket No. C-20077850
v.)	
)	
Nextel Partners, Inc.; NPCR, Inc.)	

**OBJECTIONS AND RESPONSES OF VERIZON PENNSYLVANIA INC.
TO THE NEXTEL RESPONDENTS' SECOND SET OF INTERROGATORIES
AND REQUESTS FOR PRODUCTION OF DOCUMENTS**

Verizon Pennsylvania Inc. ("Verizon"), by and through their attorneys, and in response to the Nextel Respondents' Second Set of Interrogatories to Verizon Pennsylvania Inc. state as follows:

General Objections

Verizon objects to Nextel's definitions to the extent that they purport to impose any obligations different from or broader than those imposed by the Pennsylvania Public Utility Code.

Verizon objects to the Requests and Interrogatories to the extent that they seek or call for information or documents protected by the attorney-client privilege, the attorney work-product doctrine, or any other applicable privilege, protection, or immunity against disclosure. Verizon will not intentionally disclose such information, and in responding to these Requests and Interrogatories, Verizon does not waive any such privileges or protections.

Verizon objects to the Requests and Interrogatories to the extent they are vague, overly broad, unduly burdensome, irrelevant, duplicative, cumulative, or not reasonably calculated to lead to the discovery of admissible evidence.

Verizon objects to the Requests and Interrogatories to the extent that they seek information that is publicly available and is therefore equally available to Nextel as it is to Verizon.

Verizon reserves the right to alter, supplement, amend, or otherwise modify its objections and responses to these Requests and Interrogatories to the extent Verizon learns additional information during discovery.

Interrogatory No. 2: Specify any and all Verizon disputes of the ITORP intraLATA toll access charges billed by the Pennsylvania independent LECs between January, 2001 and access charges billed by the Pennsylvania independent LECs between January, 2001 and April, 2005 for Nextel-originated traffic, including the date(s) and nature of all such disputes, the parties involved, and the resolution of all such disputes, including but not limited to any credits issued.

Response to Interrogatory No. 2:

ANSWERED BY: Gerald E. Eisenhart

POSITION: Manager, Finance – Verizon Partner Solutions

See General Objections. Subject to and without waiving the foregoing objections, Verizon responds that no such disputes exist.

Interrogatory No. 3: State the total compensation Verizon received pursuant to Attachment 1 to Exhibit G of the ITORP Agreement for Verizon's billing of the rural LEC intraLATA toll access charges at issue in Verizon's Complaint to the Nextel Respondents. For all such amounts, explain how this Attachment 1 to Exhibit G compensation was calculated, the methodology used by Verizon to bill and collect these amounts (i.e. Verizon billing and collection, or deduction from Verizon payment of the independent LEC ITORP charges), and the dates that this revenue was paid or booked by Verizon.

Response to Interrogatory No. 3:

ANSWERED BY: Gerald E. Eisenhart

POSITION: Manager, Finance – Verizon Partner Solutions

Verizon objects to Interrogatory No. 3 as unduly burdensome to the extent that it seeks information in a form other than the manner in which that information is kept in the ordinary course of business. See also General Objections. Subject to and without waiving the foregoing objections, Verizon responds as follows:

As stated by Attachment 1 to Exhibit G, Verizon received a billing and collection charge from each independent LEC based on a sliding scale of between 3 and 5 percent of the billed amounts. Verizon recorded total amounts for each independent LEC, but did not record amounts for each individual CMRS carrier. The billing and collection amounts were deducted from Verizon's payment to each independent LEC. Because Verizon did not record amounts for each individual CMRS carrier, it does not have a record of "the total compensation Verizon received pursuant to Attachment 1 to Exhibit G of the ITORP Agreement for Verizon's billing of the rural LEC intraLATA toll access charges at issue in Verizon's Complaint" or the dates that such compensation "was paid or booked by Verizon."

Interrogatory No. 6: Identify which of the subject Pennsylvania Independent LECs (whose ITORP charges Verizon allegedly paid and which are the subject of Verizon's (whose ITORP charges Verizon allegedly paid and which are the subject of Verizon's Complaint), entered into any traffic exchange agreement with a CMRS carrier before April, 2005. For any such traffic exchange agreements that were negotiated, identify all parties to the traffic exchange agreement, the date of the traffic exchange agreement, and the date and docket number of any Pennsylvania Public Utility Commission approval of such a traffic exchange agreement.

Objection to Interrogatory No. 6:

ANSWERED BY: Gerald E. Eisenhart
POSITION: Manager, Finance – Verizon Partner Solutions

Verizon, which does not have this information in its possession, objects to Interrogatory No. 6 because it seeks information that is equally available to Nextel as it is to Verizon. Any traffic exchange agreements approved by the Pennsylvania Public Utility Commission between a CMRS carrier and a Pennsylvania Independent LEC are publicly available from the Pennsylvania Public Utility Commission. See also General Objections. Subject to and without waiving the foregoing objections, Verizon responds as follows:

Pennsylvania Independent LEC	CMRS Parties to pre-April 2005 Traffic Exchange Agreement
Bentleyville Communications Corporation	Verizon Wireless
Frontier Communications of Breezewood, LLC	Verizon Wireless, AT&T
Buffalo Valley Telephone Company	Verizon Wireless
Frontier Communications of Canton, LLC	Verizon Wireless, AT&T
Citizens Telephone Company of Kecksburg	Verizon Wireless
Commonwealth Telephone Company	Verizon Wireless, Comcast/Cingular, Nextel Partners
Citizens Communications Services Company	Verizon Wireless
Conestoga Telephone and Telegraph Company	Verizon Wireless, Nextel Communications
Denver and Ephrata Telephone Company	Verizon Wireless, Omnipoint/T Mobile

Frontier Communications of Pennsylvania, LLC	Verizon Wireless, AT&T
LLC	
Hickory Telephone Company	Verizon Wireless
Ironton Telephone Company	Verizon Wireless
ALLTEL Pennsylvania, Inc.	Verizon Wireless
Lackawaxen Telecommunications Services	Verizon Wireless
Frontier Communications - Lakewood, LLC	Verizon Wireless
Laurel Highland Telephone Company	Verizon Wireless
TDS Telecom/Mahanoy & Mahantango	Verizon Wireless
Marianna and Scenery Hill Telephone Company	Verizon Wireless
Armstrong Telephone Company - PA	Verizon Wireless
The North-Eastern Pennsylvania Telephone Company	Verizon Wireless
North Pittsburgh Telephone Company	Verizon Wireless
Armstrong Telephone Company - North	Verizon Wireless
Palmerton Telephone Company	Verizon Wireless
Pennsylvania Telephone Company	Verizon Wireless
Pymatuning Independent Telephone Company	Verizon Wireless
South Canaan Telephone Company	Verizon Wireless
TDS Telecom/Sugar Valley	Verizon Wireless
Sprint	Verizon Wireless, Nextel Partners
Yukon-Waltz Telephone Company	Verizon Wireless

Request No. 2: All documents not previously produced by Verizon in response to Nextel's discovery requests which Verizon may use to support any of its claims against Nextel in this proceeding.

Response to Request No. 2:

See General Objections. Subject to the foregoing objections, Verizon will produce non-privileged documents responsive to this Request, to the extent that such documents exist.

Respectfully submitted,



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Counsel for
Verizon Pennsylvania Inc.

Dated: October 12, 2007

VERIFICATION

I, Gerald E. Eisenhart, hereby state that the facts set forth in the *Objections and Responses of Verizon Pennsylvania Inc. to the Nextel Respondents' Second Set of Interrogatories and Requests for Production of Documents* are true and correct to the best of my knowledge, information, and belief and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).

Date: October 12, 2007

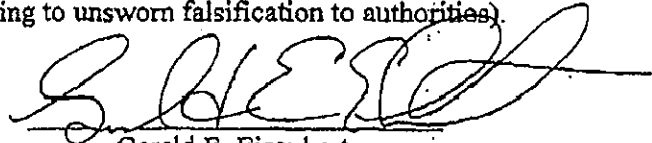

Gerald E. Eisenhart

EXHIBIT B

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DEC 17 2007

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Cynthia L. Randall
Assistant General Counsel
Assistant General Counsel



1717 Arch Street, 10W
Philadelphia, PA 19103

Tel: (215) 466-7146
Fax: (215) 563-2658
cynthia.l.randall@Verizon.com

August 16, 2007

VIA E-MAIL and UPS DELIVERY

Douglas G. Bonner, Esquire
Sonnenschein Nath & Rosenthal LLP
1301 K Street, N.W., Suite 600 - East Tower
Washington, DC 20005

**RE: Verizon Pennsylvania Inc. v. Nextel Communications of the Mid-Atlantic, Inc.; Nextel West Corporation; Nextel Partners, Inc.; NPCR, Inc.
Docket No. C-20077849 & C-20077850**

Dear Mr. Bonner:

Enclosed please find the Verizon Pennsylvania Inc.'s Objections and Responses to the Nextel Respondents' First Set of Interrogatories, in the above captioned matter.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Cynthia L. Randall".

Cynthia L. Randall

clr/ama
Enclosure

VIA UPS DELIVERY

cc: Secretary James J. McNulty (cover letter and certificate only)
The Honorable David A. Salapa (cover letter and certificate only)

VIA E-MAIL and UPS DELIVERY

cc: Attached Service List

CERTIFICATE OF SERVICE

I, Cynthia L. Randall, hereby certify that I have this day served a copy of

I, Cynthia L. Randall, hereby certify that I have this day served a copy of Verizon Pennsylvania Inc.'s Objections and Responses to the First Set of Interrogatories, upon the participants listed below in accordance with the requirements of 52 Pa. Code Section 1.54 (related to service by a participant) and 1.55 (related to service upon attorneys).

Dated at Philadelphia, Pennsylvania, this 16th day of August, 2007.

VIA UPS DELIVERY

John J. Calkins, Esquire
Sonnenschein Nath & Rosenthal, LLP
1221 Avenue of the Americas
New York, NY 10020
for Nextel and Nextel Partners

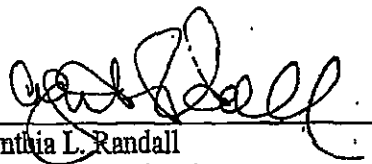
Joel Cheskis, Esquire
Office of Consumer Advocate
555 Walnut Street
Fifth Floor, Forum Place
Harrisburg, PA 17101-1923

Douglas G. Bonner, Esquire
Sonnenschein Nath & Rosenthal, LLP
1301 K Street, N.W.
Suite 600, East Tower
Washington, DC 20005
for Nextel and Nextel Partners

John Simms, Esquire
Office of Trial Staff
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

Steven C. Gray, Esquire
Office of Small Business Advocate
Suite 1102, Commerce Building
300 North Second Street
Harrisburg, PA 17102

Jennifer A. Duane, Esquire
State Regulatory Attorney
Sprint Nextel Corporation
2001 Edmund Halley Drive, 2nd Floor
Mailstop: VARESP0201-A208
Reston, VA 20191


Cynthia L. Randall
Verizon Pennsylvania Inc.
1717 Arch Street, 10W
Philadelphia, PA 19103
(215) 466-7146

Interrogatory No. 3: Specify any and all efforts by Verizon to quantify the amount of the ITORP access charges at issue in Verizon's Complaint that relate to interMTA calls, the ITORP access charges at issue in Verizon's Complaint that relate to interMTA calls, as opposed to intraMTA calls, and any and all results of those efforts.

Response to Interrogatory No. 3:

ANSWERED BY: Gerald E. Eisenhart

POSITION: Manager, Finance -- Verizon Partner Solutions

See General Objections: Subject to and without waiving the foregoing objections, Verizon responds that it has not quantified, and is not required to quantify, the amount of the ITORP access charges at issue in Verizon's Complaint that relates to interMTA calls, as opposed to intraMTA calls.

Interrogatory No. 4: Cite all Pennsylvania PUC authority supporting Verizon's

Interrogatory No. 4: Cite all Pennsylvania PUC authority supporting Verizon's allegation in paragraph 35 of the Complaint that "this Commission has since made clear that Verizon was not obligated to pay the independent LECs before receiving payment from Respondents."

Response to Interrogatory No. 4:

ANSWERED BY: Gerald E. Eisenhart

POSITION: Manager, Finance - Verizon Partner Solutions

See General Objections. Subject to and without waiving the foregoing objections,

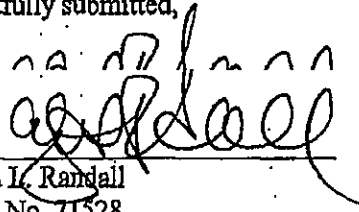
Verizon responds that while numerous decisions of the PUC may be relevant to this and

other issues implicated by Verizon's Complaint, the specific decision referred to in

Paragraph 35 of the Complaint is *ALLTEL Pa., Inc. v. Verizon Pa. Inc.*, Docket No. C-

20039321 (Pa. Pub. Util. Comm'n Jan. 18, 2005).

Respectfully submitted,



Cynthia L. Randall
PA I.D. No. 71528
1717 Arch Street, 10W
Philadelphia, PA 19103
Telephone: 215-466-7146
Facsimile: 215-563-2658
E-mail: Cynthia.L.Randall@Verizon.com

Of Counsel:
Leigh A. Hyer
PA I.D. No. 204714
1717 Arch Street, 10W
Philadelphia, PA 19103

Counsel for
Verizon Pennsylvania Inc.

Dated: August 16, 2007

VERIFICATION

I Gerald E. Eisenhart, hereby state that the facts set forth in the *Objections and*

Responses of Verizon Pennsylvania Inc. to the Nextel Respondents' First Set of Interrogatories and the *Objections and Responses of Verizon Pennsylvania Inc. to the Nextel Respondents' Requests for Production* are true and correct to the best of my knowledge, information, and belief and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).

Date: August 16, 2007

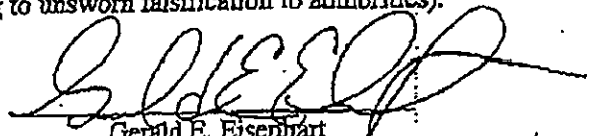

Gerald E. Eisenhart

EXHIBIT C

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**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**



Verizon Wireless
1 Verizon Place
Alpharetta, GA 30004-8511

June 21, 2002

Verizon North Inc. Pennsylvania (GTE)
Attn: Steve Kanitra
19845 U.S 31 North
P.O. Box 407
Westfield, Indiana 46074

Dear Mr. Kanitra,

The Telecommunications Act of 1996 (The Act) establishes duties and obligations of telecommunications carriers with regards to interconnection and reciprocal compensation. Section 251(a)(1), provides that telecommunications carriers have the duty to interconnect their networks directly or indirectly with the facilities and equipment of other telecommunication carriers. Verizon and Verizon Wireless have interconnected their networks indirectly in Pennsylvania. Verizon Wireless traffic is routed to Verizon North through a Verizon Communications tandem switch formerly owned by Bell Atlantic.

Section 251(b)(5) of The Act, requires Telecommunication Carriers establish a reciprocal compensation arrangement for the transport and termination of telecommunications. Most of the traffic sent from Verizon Wireless to you is defined as local traffic and should be covered by the term and conditions of the reciprocal compensation agreement. Currently, Verizon Wireless does not have a reciprocal compensation arrangement with your company. Verizon Wireless pays Verizon Communications a per minute of use charge for calls that originate on the Verizon Wireless network, and terminate to customers on your network. Verizon Wireless acknowledges that you may be due compensation for this traffic. Likewise, Verizon Wireless may be due reciprocal compensation for traffic originating on your network and terminating to a customer on the Verizon Wireless network.

Per this letter, Verizon Wireless is requesting negotiations of a reciprocal compensation agreement as provided for in Section 251(c)(1) and Section 252(a)(1) of The Act. Enclosed with this letter is a template agreement. To begin negotiations and or to request a soft copy of the proposed interconnection agreement please contact Ed Harrop at 678-339-4258 or email him at ed.harrop@VerizonWireless.com.

Effective August 20, 2002, Verizon Wireless will no longer pay Verizon Communications for traffic that originates on the Verizon Wireless network, transits the Verizon Communication tandem switch, and terminates on your network. You will need to issue a bill directly to Verizon Wireless. As mentioned above, Verizon Wireless acknowledges, that reciprocal compensation may be due, however without an agreement, Verizon Wireless assumes you have determined that Section 252(d)(2)(B)(i) applies.

Sincerely yours,

Dudley K. Upton
Director Wireline Interconnection

EXHIBIT D

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

From: GERALD E. EISENHART on 11/17/2003 06:19 PM
To: Keith W. Penkrot/EMPL/PA/Verizon@VZNotes
cc: Denise A. Woods/EMPL/PA/Verizon@VzNotes, Hope K. Galunas/EMPL/NC/Verizon@VzNotes, KARIN M. PETZOLD/EMPL/VA/Bell-Atl@VzNotes, Melissa L. Reinhardt/EMPL/PA/Bell-Atl@VzNotes
Subject: Re: ITORP Dispute

Keith

Question - did we do this before with Nextel or was that Voicestream? I have no problem explaining the billing unless this is just a delaying tactic.

Do they have the ITORP reports? We know the issue concerning the carrier charge determination. We also know that VZ-PA is a separate entity and is well within our rights to charge for transit service. Nextel can access the ITCs tariffs and print pages from the PAPUC website as easy as we can. We can provide the address. As to the InterMTA issue and the carrier charge, if Nextel desires a distinction between InterMTA and IntraMTA then they need to negotiate contracts with the ITCs to that effect, otherwise we will bill them what we are being charged by the ITCs. I can't wait until they get the retro for \$2+M.

Gary and I will get in touch in the morning.

Jerry
Keith W. Penkrot



Keith W. Penkrot
11/17/2003 06:09 PM

To: GERALD E. EISENHART/EMPL/PA/Bell-Atl@VZNotes
cc: KARIN M. PETZOLD/EMPL/VA/Bell-Atl@VZNotes, Hope K. Galunas/EMPL/NC/Verizon@VZNotes, Denise A. Woods/EMPL/PA/Verizon@VZNotes, Melissa L. Reinhardt/EMPL/PA/Bell-Atl@VZNotes
Subject: Re: ITORP Dispute

Jerry,

At this point, Nextel is refusing to pay for these charges. We started to bill again for on behalf of the ITC's and Nextel is saying that they have no way to validate the usage or the rates that they are being billed. If we are the billing agent for the ITC's, what is Verizon's obligation in providing information to substantiate billing? This is where I need your assistance to answer questions specific to this billing. Nextel is requesting a conference call. I don't know where else to turn. I do think that we need to stop reimbursing the ITC's if Nextel is refusing to pay.

Give me a call or send an e-mail on what the course of action should be. Nextel wants me to escalate to get them their answers.

Thanks,

Keith

From: GERALD E. EISENHART on 11/17/2003 11:04 AM

From: GERALD E. EISENHART on 11/17/2003 11:04 AM
To: KARIN M. PETZOLD/EMPL/VA/Bell-Atl@VZNotes
cc: Gary L. Ranninger/EMPL/PA/Verizon@VZNotes, Keith W. Penkrot/EMPL/PA/Verizon@VZNotes
Subject: ITORP Dispute

Karin

At this point, I wonder whether this is an issue for the attorneys?

If the language is that Nextel agrees to pay any other charges incurred by VZ to terminate this traffic, I wonder if the auditing provisions etc reference below has any validity?

Jerry

— Forwarded by GERALD E. EISENHART/EMPL/PA/Bell-Atl on 11/17/2003 10:58 AM —



Keith W. Penkrot
11/13/2003 09:36 AM

To: GERALD E. EISENHART/EMPL/PA/Bell-Atl@VZNotes, Gary L. Renninger/EMPL/PA/Verizon@VZNotes
cc: Denise A. Woods/EMPL/PA/Verizon@VZNotes, Melissa L. Reinhard/EMPL/PA/Bell-Atl@VZNotes
Subject: ITORP Dispute

Jerry and Gary,

I need to know your availability for a conference call with Nextel to address all of their questions regarding the usage that we are billing them. Please let me know what days next week are you available so I can set up a call.

Thanks,

Keith

— Forwarded by Keith W. Penkrot/EMPL/PA/Verizon on 11/13/2003 10:48 AM —



"Jackson, Richard" <Richard.Jackson@Nextel.com> on 10/02/2003 11:50:51 AM

To: Keith W. Penkrot/EMPL/PA/Verizon@VZNotes
cc:
Subject: ITORP Dispute

Keith,

After our ITORP discussion with you and Gary Renninger on September 16th, I attempted to reconcile the information Verizon provided to the actual ITORP report ("report") and subsequent billing on invoice 215Q010051051. My first goal was to review the ILEC tariffs and then compare the billing on the report. After reviewing ILEC tariffs it became apparent that I could not verify the charges billed on the report to those outlined in the tariffs. As a result, I have concluded that the report and subsequent billing by Verizon is un-auditable and therefore the charges cannot be verified. The report and the billing does not adhere to industry standards and for that reason, Nextel will withhold 100% of the ITORP billing. We will also initiate additional disputes for the ITORP charges, which were billed prior to June 2003. These disputes will continue until Verizon can provide a verifiable invoice or the billing is discontinued.

Nextel does recognize that Verizon has the right to bill transiting traffic to the ILECs, but until these charges are billed based on industry standards Nextel cannot determine how much is actually owed. Below are some additional questions / requests concerning the ITORP billing:

1. Nextel is requesting the ITORP reports for June - Aug 2003. These reports should be sent prior to Nextel receiving the charges in the invoice.
2. Nextel is requesting the tariff pages which validate the rates each ILEC is billing on the report. In addition, Nextel is requesting an explanation of how these rates are billed on the report. There are approximately 70 different vendors that an explanation of the charges.
3. Nextel has an interconnection agreement with GTE-Pennsylvania. The report shows that Nextel is billed for both terminating and transiting traffic to GTE (see Terminating ID #169). Verizon/BA South should only invoice Nextel for transit traffic.
4. For the charges of End Office and Carrier Common Line / Carrier Charge (Access Charge), Nextel is requesting the amount of InterMTA traffic which supports these charges. These charges can only be applied to InterMTA traffic. In addition, Nextel is requesting the tariff section which validates these charges.

Please call me if you would like to discuss.

Thank you.

Rich

Rich Jackson
Dispute Manager, Telco Cost Management
Nextel Communications
703.264.4998 (Office)
703.926.6394 (Cell)
703-264-4246 (Fax)
331-4998 (iNext)
164*100*6394 (Direct Connect)

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing document upon
I hereby certify that I have this day served a true copy of the foregoing document upon
the parties listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to
service by a party).

Dated at Washington, DC this 17th day of December, 2007.

The Honorable David A. Salapa
Administrative Law Judge
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Keith C. Buell, Esq.
Verizon Pennsylvania Inc.
1717 Arch Street, 10W
Philadelphia, PA 19103

Steven C. Gray, Esq.
Office of Small Business Advocate
Suite 1102, Commerce Building
300 North Second Street
Harrisburg, PA 17102

John Simms, Esq.
Office of Trial Staff
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

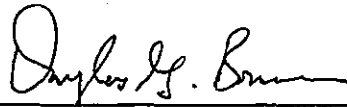
Joel Cheskis, Esq.
Office of Consumer Advocate
555 Walnut Street
Fifth Floor, Forum Place
Harrisburg, PA 17101-1923

Leigh A. Hyer
Verizon Pennsylvania Inc.
1717 Arch Street, 10W
Philadelphia, PA 19103

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



Douglas G. Bonner
SONNENSCHN NATH & ROSENTHAL LLP
1301 K Street, NW., Suite 600 - East Tower
Washington, D.C. 20005
Telephone: (202) 408-6400
Facsimile: (202) 408-6399
E-Mail: dbonner@sonnenschein.com

*Counsel for Nextel Communications of the Mid
Atlantic, Inc., Nextel West Corp., Nextel Partners,
Inc. and NPCR, Inc.*

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Douglas G. Bonner
Sonnenschein Nath & Rosenthal LLP
1301 K ST NW
STE 600
WASHINGTON, DC 20005



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Mr. James J. McNulty Secretary
400 North Street 2nd Floor

Harrisburg, PA 17120

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