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BERWYN

WILMINGTON

January 22, 2004

Via Federal Express – Overnight Delivery

Patricia Armstrong, Esq.
Thomas Thomas Armstrong & Niesen
212 Locust Street
Harrisburg, PA 17108-9500

DOCUMENT FOLDER

RE: Petition of Cellco Partnership d/b/a Verizon Wireless For Arbitration Pursuant to Section 252 of the Telecommunications Act of 1996, Docket No. A-310489F7004

Dear Ms. Armstrong:

I enclose the Objections of Cellco Partnership to First Set of Interrogatories of Alltel Pennsylvania, Inc. Directed to Verizon Wireless in the referenced matter.

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

Very truly yours,


Christopher M. Arfaa

CMA/cms
Enclosure

cc: ALJ Wayne L. Weismandel (w/o encl.)
James J. McNulty, Secretary (w/o encl.)
Attached Certificate of Service (w/encl.)

Established
1849

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LOS ANGELES
SAN FRANCISCO
PRINCETON
FLORHAM PARK
BERWYN
WILMINGTON

January 23, 2004

Via Federal Express and Email

Hon. Wayne L. Weismandel
Office of the Administrative Law Judge
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

RECEIVED

JAN 23 2004

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RE: Petition of Celco Partnership d/b/a Verizon Wireless For Arbitration
Pursuant to Section 252 of the Telecommunications Act of 1996,
Docket No. A-310489F7004

Dear Judge Weismandel:

I enclose the Direct Testimonies of Marc B. Sterling and Don J. Wood in the above-referenced matter.

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

Respectfully,


Christopher M. Arfaa

CMA/cms
Enclosures

cc: James J. McNulty, Secretary (w/o encl., w/Certificate of Service)
Attached Certificate of Service (w/encl.)

CERTIFICATE OF SERVICE

I, Christopher M. Arfaa, hereby certify that I have this day caused to be served a copy of:
The Direct Testimony of Marc B. Sterling on behalf of Verizon Wireless in Pennsylvania PUC
Docket No. A-310489F7004, and The Direct Testimony of Don J. Wood on behalf of Verizon
Wireless in Pennsylvania PUC Docket No. A-310489F7004 upon the persons listed below by the
means indicated in accordance with the requirements of 52 Pa. Code § 1.54:

Via Federal Express - Overnight Delivery and E-mail

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Via First Class Mail

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Office of Small Business Advocate
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Harrisburg, PA 17101

Dated: January 23, 2004



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Cellco Partnership d/b/a Verizon Wireless

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PRINCETON
FLORHAM PARK
BERWYN
WILMINGTON

January 26, 2004

Via Federal Express – Overnight Delivery

DOCUMENT

Patricia Armstrong, Esq.
Thomas Thomas Armstrong & Niesen
212 Locust Street
Harrisburg, PA 17108-9500

RE: Petition of Cellco Partnership d/b/a Verizon Wireless For Arbitration Pursuant to Section 252 of the Telecommunications Act of 1996, Docket No. A-310489F7004

Dear Ms. Armstrong:

I enclose the Responses of Cellco Partnership to First Set of Interrogatories of Alltel Pennsylvania, Inc. Directed to Verizon Wireless in the referenced matter.

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

Very truly yours,


Christopher M. Arfaa

CMA/cms
Enclosure

cc: ALJ Wayne L. Weismandel (w/o encl.)
James J. McNulty, Secretary (w/o encl.)
Attached Certificate of Service (w/encl.)

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2004 JAN 29 AM 12:34

P.A. F.U.C.
SECRETARY'S BUREAU

Established
1849

Thomas, Thomas, Armstrong & Niesen
Attorneys and Counsellors at Law

ORIGINAL

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CHARLES E. THOMAS
(1913 - 1998)

January 27, 2004

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
P.O. Box 3265
Harrisburg, PA 17105-3265

DOCUMENT FOLDER

RECEIVED
2004 JAN 27 PM 4:13
SECRETARY'S BUREAU

In re: Cellco Partnership d/b/a Verizon Wireless For Arbitration Pursuant to Section 252 of the Telecommunications Act of 1996 to Establish an Interconnection Agreement With ALLTEL Pennsylvania, Inc.
Docket No. A-310489F7004


Dear Secretary McNulty:

Enclosed for filing are an original and three (3) copies of ALLTEL Pennsylvania, Inc.'s Motion to Dismiss Objections and Compel Responses of Cellco Partnership d/b/a Verizon Wireless to First Set of Interrogatories of ALLTEL Pennsylvania, Inc. in the above referenced proceeding.

Copies of the Motion to Dismiss Objections and Compel Responses have been served in accordance with the attached Certificate of Service.

Very truly yours,

THOMAS, THOMAS, ARMSTRONG & NIESEN

By 
Patricia Armstrong

Enclosures

cc: Certificate of Service
Stephen B. Rowell, Esquire (w/encl.)
Lynn Hughes (w/encl.)

26

ORIGINAL

Before the
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Re: Cellco Partnership d/b/a :
Verizon Wireless For Arbitration :
Pursuant to Section 252 of the :
Telecommunications Act of 1996 to : Docket No. A-310489F7004
Establish an Interconnection :
Agreement With ALLTEL :
Pennsylvania, Inc.

DOCKETED

FEB 03 2004

SECRETARY'S BUREAU

2004 JAN 27 PM 4:13

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ALLTEL PENNSYLVANIA, INC.'s MOTION TO DISMISS
OBJECTIONS AND COMPEL RESPONSES OF
CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS TO
FIRST SET OF INTERROGATORIES OF
ALLTEL PENNSYLVANIA, INC.

Pursuant to 52 Pa. Code §§ 5.342(e) and 5.349(d), and Judge Wayne L. Weismandel's January 8, 2004 Arbitration Proceeding Order, ALLTEL Pennsylvania, Inc. ("ALLTEL"), hereby moves for an Order compelling Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless") to provide responses to ALLTEL's First Set of Interrogatories and overrule Verizon's Objections. In support of this Motion, ALLTEL states as follows:

Statement of Facts

1. On January 20, 2004, ALLTEL served its First Set of Interrogatories on Verizon Wireless by e-mail and overnight delivery service. The Interrogatories were e-mailed at 4:57 p.m. but not received until some time after 5:00 p.m. A copy of the First Set of Interrogatories of ALLTEL directed to Verizon Wireless is attached hereto as Exhibit A.

2. ALLTEL's First Set of Interrogatories contained requests for production as provided by 52 Pa. Code § 5341(c).

3. On January 21, 2004, Verizon Wireless orally conveyed its objections but said it would answer the Interrogatories and that the only substantive objection impacting its responses would be those as to matters outside Pennsylvania. This objection has no applicability to Interrogatories 9 through 19 which by their language only refer to Pennsylvania. ALLTEL requested an opportunity to review the remaining discovery with Verizon Wireless to possibly narrow the scope for certain of the remaining Interrogatories and was advised that Verizon Wireless would try and focus on this matter after the testimony was filed on January 23, 2004.

4. Verizon Wireless served written objections on January 22, 2004 to ALLTEL's First Set of Interrogatories, a copy of which is attached hereto as Exhibit B. [These Objections consisted of three General Objections followed by specific references to each of Interrogatories I-1 through I-24 as they relate to the General Objections.]

5. Verizon Wireless served its responses to ALLTEL's First Set of Interrogatories electronically on January 26, 2004 at 5:04 p.m. A copy of Verizon Wireless' Responses to ALLTEL's First Set of Interrogatories is attached hereto as Exhibit C.¹

¹ Verizon Wireless' response to Interrogatory I-2 said it would provide paper copies of interconnection agreements but they were not included with the hard copies delivered today.

General Rules of Discovery

6. The general rule in Pennsylvania regarding the scope of discovery in civil matters is set forth at Pennsylvania Rule of Civil Procedure 4003.1 entitled "Scope of Discovery Generally" which states as follows:

Rule 4003.1. Scope of Discovery Generally. Opinions and Contentions

(a) Subject to the provisions of Rules 4003.2 to 4003.5 inclusive and Rule 4011, a party may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action, whether it relates to the claim or defense of the party seeking discovery or to the claim or defense of any other party, including the existence, description, nature, content, custody, condition and location of any books, documents, or other tangible things and the identity and location of persons having knowledge of any discoverable matter.

(b) It is not ground for objection that the information sought will be inadmissible at the trial if the information sought appears reasonably calculated to lead to the discovery of admissible evidence.

Pennsylvania Rule of Civil Procedure 4011 entitled "Limitation of Scope of Discovery and Deposition" provides the only real limits on discovery.

Rule 4011. Limitation of Scope of Discovery and Deposition

No discovery or deposition shall be permitted which

(a) is sought in bad faith;

(b) would cause unreasonable annoyance, embarrassment, oppression, burden or expense to the deponent or any person or party;

(c) is beyond the scope of discovery as set forth in Rules 4003.1 through 4003.6; or

(d) Rescinded.

(e) would require the making of an unreasonable investigation by the deponent or any party or witness.

(f) Rescinded.

The Pennsylvania Public Utility Commission's discovery rules are largely modeled on the foregoing discovery provisions of the Pennsylvania Rules of Civil Procedure, and essentially parallel the language in the Pennsylvania Rules of Civil Procedure. At 52 Pa. Code §5.321 entitled "Scope" the Commission's Regulation sets forth the scope of discovery as follows:

§ 5.321. Scope.

(c) Scope. Subject to this subchapter, a participant may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action, whether it relates to the claim or defense of the party seeking discovery or to the claim or defense of another party or participant, including the existence, description, nature, content, custody, condition and location of any books, documents, or other tangible things and the identity and location of persons having knowledge of a discoverable matter. It is not ground for objection that the information sought will be inadmissible at hearing if the information sought appears reasonably calculated to lead to the discovery of admissible evidence.

Likewise, the regulations limiting discovery are set forth in 52 Pa. Code §5.361 entitled "Limitation of scope of discovery and deposition" as follows:

§ 5.361. Limitation of scope of discovery and deposition.

(a) No discovery or deposition is permitted which:

(1) Is sought in bad faith.

(2) Would cause unreasonable annoyance, embarrassment, oppression, burden or expense to the deponent, a person or participant.

(3) Relates to matter which is privileged.

(4) Would require the making of an unreasonable investigation by the deponent, a participant or witness.

(b) In rate proceedings, discovery is not limited under subsection (a) solely because the discovery request requires the compilation of data or information which the answering participant does not maintain in the format requested, in the normal course of business, or because the discovery request requires that the answering participant make a special study or analysis, if the study or analysis cannot reasonably be conducted by the participant making the request.

(c) If the information requested has been previously provided, the answering participant shall specify the location of the information.

To be discoverable, the data sought must be relevant to the subject matter of the action. However, the standards of relevancy at the discovery stage, may be difficult to precisely determine and doubts as to relevance are to be resolved

in favor of discovery. Decker v. Pohlidal, 2 D. C. 2nd 631. The discovery need appear to have only potential or probable relevance. See Goodrich Amram.2d §4003.1(a). An inquiry is proper in discovery if it may possibly lead to other information which has trial relevance.

Courts have held that unless it is palpable that the evidence sought can have no possible bearing upon the issues, the spirit of the rules of discovery call for every relevant fact, however remote, to be brought out for inspection, not only for the opposing party but, for the benefit of the court which in due course can eliminate those facts which are not to be considered in determining the ultimate issues. Hercules Powder Co. v. Rohm & Haas Co. (1943, D. C. Del.) 3 F.R.D. 302. It is not a valid objection that the compilation of answers to interrogatories will necessitate large expenditures of time and money by Defendant if in other respects the information sought is the proper object of discovery. Adelman v. Nordberg Mfg. Co. (1847, D. C. Wis.) 6 F. R. D. 383. With respect to the objection that interrogatories are burdensome, vexatious and oppressive, if the interrogatories propounded are relevant, the fact they involve work, research and expense is not sufficient to render them objectionable. United States v. Hysco Laboratories, Inc. (1960, D. C. NY) 26 F.R.D. 159. Moreover, the burden rests on the objecting party to show that the requested discovery will be unreasonably burdensome. See Goodrich Amram.2d §4011(b):1.

Argument

Verizon Wireless General Objection 1 and 2 relates to the Definitions and Instructions of ALLTEL's First Set of Interrogatories.

7. Verizon Wireless General Objection 1 reads as follows:

General Objection 1. Verizon Wireless objects to the definitions and instructions to the extent they purport to impose discovery obligations beyond those imposed by the Commission's rules.

With respect to Verizon Wireless General Objections 1 and 2 to the definitions and instructions, the definitions and instructions used by ALLTEL were virtually identical to those used by Verizon Wireless in order to avoid any objections or concerns. The following changes were made to the definitions and instructions:

- The definitions of "and/or" was clarified. Verizon Wireless' definition had provided "'And' and 'Or' shall mean 'and/or'." ALLTEL's definition provided "'And' as well as 'or' shall be construed either disjunctively or conjunctively as necessary to bring within the scope of these Interrogatories any information which might otherwise be construed to be outside their scope."
- A definition of "Local Exchange Carrier" was added for clarification.
- "Document" was redefined, but we submit it is no more onerous than Verizon Wireless' definition and thus no more "objectionable." Verizon Wireless' definition had provided "'Documents' as used herein shall mean every original and every non-identical copy of

any original of all mechanically written, handwritten, typed or printed material, electronically stored data, microfilm, microfiche, sound recordings, films, photographs, slides, and other physical objects of every kind and description containing stored information, including but not limited to, all transcripts, letters, notes, memoranda, tapes, records, telegrams, periodicals, pamphlets, brochures, circulars, advertisements, leaflets, reports, research studies, test data, working papers, drawings, maps, sketches, diagrams, blueprints, graphs, charts, diaries, logs, agreements, contracts, rough drafts, analyses, ledgers, inventories, financial information, books of account, understandings, minutes of meetings, minute books, resolutions, assignments, computer printouts, purchase orders, invoices, bills of lading, written memoranda or notes of oral communications, and any other tangible thing of whatever nature.”

ALLTEL’s definition provided “‘The words ‘document,’ ‘documents,’ ‘writing,’ and ‘writings’ shall include, but are not limited to, any written recorded or graphic matter, however produced or reproduced, including the original and all non-identical copies (whether different from the original because of notes made on or attached to such copies, or otherwise, regardless of origin or location) of all letters, telegrams, telecopies, faxes, electronic mail

(‘e-mail’), memoranda, transcripts, spread sheets, data bases, reports, photographs, computer files, photographic slides, forms, studies, calendar or diary entries, pamphlets, notes, charts, graphs, tapes, diagrams, maps, plans, tabulations, proposals, records of conferences and telephone or other communications, checks, check stubs, data processing materials or other written, recorded, electronic or mechanical forms of notations of events or intentions or any other written, recorded, electronically or mechanically printed, produced or reproduced material whatsoever.

- The definitions of ALLTEL and Verizon Wireless were modified to address the fact that these were ALLTEL Interrogatories addressed to Verizon Wireless.
- Paragraphs 23-26 were added but we submit that they are consistent with the rules of discovery, standard instructions and not objectionable, and were not the subject of any Verizon Wireless objection.

8. The specific definitions to which Verizon Wireless objects in

General Objection 2 are as follows:

General Objection 2. Verizon Wireless objects to the definitions of ‘communication,’ ‘communications,’ ‘concerning,’ ‘concern,’ ‘document,’ ‘documents,’ ‘writing,’ ‘writings,’ ‘identify,’ ‘state the identity of,’ ‘Verizon Wireless,’ ‘Petitioner,’ ‘you’ and ‘your’ because, particularly in view of short discovery deadlines in this proceeding, they render the individual interrogatories and document requests overbroad, burdensome and harassing, and not

reasonably calculated to lead to the discovery of admissible evidence.

9. The definition of "communication" and "communications" is verbatim the definition used in Verizon Wireless's First Set of Interrogatories directed to ALLTEL.

The definition of "concerning" and "concern" is verbatim the definition used in Verizon Wireless's First Set of Interrogatories directed to ALLTEL.

While the definition of document, documents, writing and writings is different from that used by Verizon Wireless, the definition is not substantively different and the scope is not substantively different as detailed in paragraph 7 hereof.

The definition of "identify" or "state the identity" of is verbatim the definition used in Verizon Wireless's First Set of Interrogatories directed to ALLTEL.

The definition of "Verizon Wireless, Petitioner, you and your" is a combination of the Verizon Wireless definition of Verizon Wireless and that of "Respondent, ALLTEL, you and yours" as used by Verizon Wireless to reflect the fact that the discovery is being sent to Verizon Wireless.

Thus no aspect of General Objections 1 and 2 have any merit.

Verizon Wireless General Objection 3 relates to the Interrogatories themselves.

10. General Objection 3 reads as follows:

General Objection 3. Verizon Wireless objects to the definition of 'relevant geographic area' as the 'United States' because, particularly in view of short discovery deadlines in this proceeding, it renders the

individual interrogatories and document requests overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence.

11. The Interrogatories against which General Objection 3 has been lodged are Interrogatories Nos. 1-8, and 20-24, as they are the only ones to which the broader geographic area applies. These specific interrogatories and the objections will be addressed in specifics later in this document.

ALLTEL submits that the Commission's regulations make no provision for "General Objections." To the contrary, 52 Pa. Code §5.342(c) specifically provides, in relevant part:

An objection shall restate the interrogatory or part thereof deemed objectionable and the specific ground for the objection. The objection shall include a description of the facts and circumstances purporting to justify the objection. (emphasis added).

As such, the General Objections of Verizon Wireless are impermissible and should be denied.

In each of these Interrogatories the information sought relates to Verizon Wireless' direct or indirect exchange of traffic and the associated interconnection agreements and rates, terms and conditions relevant to the exchange of such traffic including reciprocal compensation, tandem switching and facilities and transportation related to such traffic exchange. Clearly the subject matter is directly relevant to the pending proceeding.

Further, it is necessary and appropriate for such a detailed request because Verizon Wireless is asserting positions in this proceeding, including but

not limited to the attempt to require ALLTEL to pay the network and/or transport costs outside its network and service area that ALLTEL believes is unprecedented. Verizon Wireless General Objection 3 is nothing more than a bald assertion that the requests are overbroad, burdensome and harassing. Verizon Wireless has failed, in its specific application of this objection to each of I-1 to 8, and I-20 to 24, to provide any specificity as to the difficulty, time and expense that Verizon Wireless would incur in assembling the requested data. As such, the objections, as applied to each Interrogatory, should not be sustained.

12. We would further note that Verizon Wireless, throughout its Petition, makes reference to its interpretation of the Telecommunications Act of 1996 and the FCC rules pursuant thereto. In paragraph 17, Verizon Wireless refers to indirect interconnection as "standard in the industry" and references Oklahoma and Iowa's cases involving indirect interconnection. There is no reasonable basis that the Interrogatories relate only to Pennsylvania.

13. Virtually the entire Verizon Wireless Petition rests on non-Pennsylvania specific arguments. In fact, with respect to Issue 4 in paragraph 26, Verizon Wireless avers that State Commissions that have been asked to review whether a third party transit provider "terminates" traffic, have imposed TCA 96 obligations and then cites the Oklahoma Commission. Therefore, Verizon Wireless made the entire United States relevant.

14. In discussing dialing parity in Issue 7, Verizon Wireless references indirect routing through Bell South's tandem and their references "a number of

state commissions” and California. Therefore, Verizon Wireless made the entire United States relevant.

15. In discussing issue 10 on use of traffic factors, Verizon Wireless refers to traditional assumptions and parties agreements in a broader than Pennsylvania context.

16. It is totally proper and relevant for ALLTEL to seek from Verizon Wireless information as to how Verizon Wireless has addressed and resolved identical issues throughout the Country and what other interconnection agreements, terms and conditions it may have entered in to.

17. Verizon Wireless also objects that asking anything beyond Pennsylvania is burdensome.

18. However, Verizon Wireless has not even attempted to indicate how many interconnection agreements would be responsive, in attempting to address their burdensome argument. Verizon Wireless has not to date been willing to discuss refinement of the Interrogatories and has failed in any way to quantify “the burdensome” nature of the response. Since the burden of proof on this exception is placed on Verizon Wireless and they have provided no proof whatsoever, their objection must be dismissed and this Motion to Compel granted.

19. However, in a further effort to expedite responses to the Interrogatories, ALLTEL is willing to limit the geographic scope of discovery to Pennsylvania, California, Oklahoma, New York, New Jersey, Ohio, Delaware,

Virginia and West Virginia for Interrogatories 1 and 2. The scope for Interrogatories 3 through 8 and 20-24 remains as asked, because these Interrogatories focus on unique factual situations which by their scope should not involve a burdensome response.

20. In way of further clarification, with respect to Interrogatories 3 through 5, since we are not limiting them in geographic scope as we limited Interrogatories Nos. 1 and 2, we would request copies of the interconnection agreements for those situations identified in 3 which were not provided in response to Interrogatory No. 2. We would then expect responses 4 and 5 pertaining to those local exchange carriers referenced in response to Interrogatory No. 3. With respect to Interrogatories I-6 through I-8 they should be revised to read for each agreement or rate (identified or provided) in response to Interrogatories I-2 and I-3.

21. ALLTEL is clearly entitled to cross examine the witnesses and consultants of Verizon Wireless, on inconsistent terms and conditions and treatment of traffic exchange and to analyze Verizon Wireless' actions and arguments in comparable situations in other jurisdictions. Thus, the scope of the instant Interrogatories is clearly properly the subject of discovery.

22. Verizon Wireless claims that Interrogatory I-11 is unclear. Interrogatory I-11 is modified to read . . . that Verizon Wireless uses to terminate a call originated by ALLTEL . . . with this clarification Interrogatory I-11 should be answered.

23. Finally, in response to Interrogatory I-18, Verizon Wireless claimed it was unclear what information was being sought. In order to make it very clear, ALLTEL refines Interrogatory I-18 as follows:

Please identify the geographic area served by each of Verizon's switches (MTSO or MSC) located in PA.

WHEREFORE, for the reasons set forth herein, Verizon Wireless should be compelled to respond to all Interrogatories as originally requested except as follows:

- Interrogatories 1, and 2 shall be answered for the geographic area limited to Pennsylvania, California, Oklahoma, New York, New Jersey, Ohio, Delaware, Virginia and West Virginia.

- Interrogatory 3 shall be answered as initially requested, but only where a third party handles the traffic, and a copy of the interconnection agreement provided. (i.e. Interrogatory No. I-3 should now read as follows: "With respect to each local exchange carrier with which you have exchanged traffic indirectly, please identify how and pursuant to what terms and conditions or paragraph or section of any applicable agreement, transport and other costs associated with transport of Verizon Wireless originated telecommunications traffic or local exchange carrier originated traffic through a third party are billed, processed and paid."

- Interrogatories 4 and 5 shall be answered with respect to each local exchange carrier and situation referenced in response to Interrogatory No. I-3.

- Interrogatories I-6 through I-8 shall be answered for each agreement or rate identified or provided in response to Interrogatory I-2 and/or I-3.
- Interrogatory I-11 as clarified by ALLTEL should be answered.
- Interrogatory I-18 shall be answered as refined by ALLTEL.
- Interrogatories I-20 through 24 shall be answered as initially requested.

Respectfully submitted,

ALLTEL PENNSYLVANIA, INC.

By 

D. Mark Thomas
Patricia Armstrong
Regina L. Matz

Attorneys for
ALLTEL Pennsylvania, Inc.

THOMAS, THOMAS, ARMSTRONG & NIESEN
212 Locust Street
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(717) 255-7600

Dated: January 27, 2004

RevisedMotion to Compel.doc

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PA JUD
SECRETARY'S BUREAU

EXHIBIT A

Thomas, Thomas, Armstrong & Niesen
Attorneys and Counsellors at Law

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CHARLES E. THOMAS
(1913 - 1998)

January 20, 2004

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SECRETARY'S BUREAU

VIA E-MAIL AND FEDERAL EXPRESS

Christopher M. Arfaa
Drinker Biddle & Reath LLP
One Logan Square
18th and Cherry Streets
Philadelphia, PA 19103

In re: Cellco Partnership d/b/a Verizon Wireless For Arbitration Pursuant to Section 252
of the Telecommunications Act of 1996
Docket No. A-310489F7004

Dear Chris:

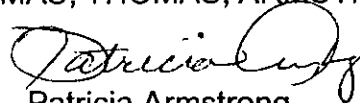
Enclosed please find ALLTEL Pennsylvania, Inc.'s First Set of Interrogatories directed to Verizon Wireless.

Pursuant to Administrative Law Judge Weisman's Arbitration Proceeding Order dated January 8, 2004, answers to those interrogatories are due within three (3) calendar days.

Very truly yours,

THOMAS, THOMAS, ARMSTRONG & NIESEN

By


Patricia Armstrong

cc: Certificate of Service
Honorable Wayne L. Weisman (w/o encl.)
James J. McNulty, Secretary (w/o encl.)

Before The
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Re: Cellco Partnership d/b/a Verizon :
Wireless For Arbitration Pursuant to : Docket No. A-310489F7004
Section 252 of the Telecommunications :
Act of 1996 :

CERTIFICATE OF SERVICE

I hereby certify that I this 20th day of January, 2004, served a true and correct copy of ALLTEL Pennsylvania, Inc.'s First Set of Interrogatories directed to Verizon Wireless upon the persons listed below via e-mail and Federal Express:

Christopher M. Arfaa
Drinker Biddle & Reath LLP
One Logan Square
18th and Cherry Streets
Philadelphia, PA 19103

Elaine D. Critides, Esquire
Associate Director, Regulatory
Verizon Wireless
Suite 400 West
1300 I Street, N.W.
Washington, DC 20005


Patricia Armstrong

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition of: :
: :
Cellco Partnership d/b/a Verizon :
Wireless For Arbitration Pursuant to :
Section 252 of the Telecommunications : Docket No. A-310489F7004
Act of 1996 :

**FIRST SET OF INTERROGATORIES OF
ALLTEL PENNSYLVANIA, INC.
DIRECTED TO VERIZON WIRELESS**

ALLTEL Pennsylvania, Inc. ("ALLTEL") propounds this First Set of Interrogatories upon Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless") pursuant to 52 Pa. Code § 5.341 and Judge Weisman's Prehearing Order dated January 8, 2004. Please note that these Interrogatories include requests for copies of documents as provided by 52 Pa. Code § 5.341(c).

DEFINITIONS AND INSTRUCTIONS

1. "And" as well as "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of these Interrogatories any information which might otherwise be construed to be outside their scope.
2. The term "Commission" shall mean the PA Public Utility Commission.
3. "Communication" or "communications" shall mean all meetings, conversations, conferences, discussions, correspondence, messages, telegrams, telefax, mailgrams, and all oral and written expressions or other occurrences whereby thoughts, opinions or data are transmitted between two or more persons.

4. "CMRS" and "Commercial Mobile Radio Service" shall have the meaning defined and used by the Federal Communications Commission. *See* 47 C.F.R. §§ 20.3, 20.9(a)(4), (7), (11).

5. "Concerning" and "concern" shall mean memorializing, mentioning, to be connected with, comprising, consisting, indicating, describing, referring, relating to, evidencing, showing, discussing, or involving in any way whatsoever the subject matter of the Interrogatory.

6. The words "document," "documents," "writing," and "writings" shall include, but are not limited to, any written recorded or graphic matter, however produced or reproduced, including the original and all non-identical copies (whether different from the original because of notes made on or attached to such copies, or otherwise, regardless of origin or location) of all letters, telegrams, teletypes, faxes, electronic mail ("e-mail"), memoranda, transcripts, spread sheets, data bases, reports, photographs, computer files, photographic slides, forms, studies, calendar or diary entries, pamphlets, notes, charts, graphs, tapes, diagrams, maps, plans, tabulations, proposals, records of conferences and telephone or other communications, checks, check stubs, data processing materials or other written, recorded, electronic or mechanical forms of notations of events or intentions or any other written, recorded, electronically or mechanically printed, produced or reproduced material whatsoever.

7. "Identify" or "state the identity of" means:

(a) In the case of a person, to state the name; last known residence; employer or business affiliation; and occupation and business position held.

(b) In the case of a company, to state the name; if incorporated, the place of incorporation; the principal place of business; and the identity of the

person(s) having knowledge of the matter with respect to which the company is named.

(c) In the case of a document, to state the identity of the person(s) who prepared it; the sender and recipient; the title or a description of the general nature of the subject matter; the date of preparation; the date and manner of distribution and publication; the location of each copy and the identity of the present custodian; and the identity of the person(s) who can identify it.

(d) In the case of an act or event, to state a complete description of the act or event; when it occurred; where it occurred; the identity of the person(s) performing said act (or omission); the identity of all persons who have knowledge, information or belief about the act; when the act, event, or omission first became known; the circumstances; the manner in which such knowledge was first obtained; and the documents or other writings which memorialize the instance.

8. "Local Exchange Carrier" shall have the meaning set forth in the Communications Act of 1934 as from time to time amended.

9. "Oral communication" shall mean any verbal conversation or other statement from one person to another, including but not limited to, any interview, conference, meeting or telephone conversation.

10. "Person" or "Persons" shall mean any individual, association, partnership, corporation, firm, organization, or entity.

11. "Refer," "referring to," "relate," and "relating to" shall mean having a legal, factual or logical connection, relationship, correlation, or association with the subject matter of the request.

12. "Respondent," or "ALLTEL," shall mean or refer to ALLTEL Pennsylvania, Inc.

13. "Telecommunications traffic" shall have the meaning defined and used by the Federal Communications Commission in 47 CFR § 51.701(b)(2) ("telecommunications traffic means . . . telecommunications traffic exchanged between a local exchange carrier and a commercial mobile service provider that, at the beginning of the call, originates and terminates in the same Major Trading Area, as defined in [47 CFR] § 24.202(a)").

14. "Verizon Communications" shall mean Verizon Communications Inc., Verizon Pennsylvania and any other entity through which Verizon Communications Inc. and/or Verizon Pennsylvania provides telecommunications services in Pennsylvania.

15. "Verizon Wireless" or "Petitioner," "you" or "your," shall mean Cellco Partnership, d/b/a Verizon Wireless, Pittsburgh SMSA Limited Partnership d/b/a Verizon Wireless, Northeast Pennsylvania SMSA Limited Partnership d/b/a Verizon Wireless, Pennsylvania RSA 1 Limited Partnership d/b/a Verizon Wireless, Pennsylvania No. 3 Sector 2 Limited Partnership d/b/a Verizon Wireless, Pennsylvania No. 4 Sector 2 Limited Partnership d/b/a Verizon Wireless, Pennsylvania RSA No. 6 (II) Limited Partnership d/b/a Verizon Wireless, and Allentown SMSA Limited Partnership d/b/a Verizon Wireless its predecessor(s), if any, as well as its affiliates, divisions, parent and subsidiary entities, all related

companies, and the officers, directors, employees, agents, representatives, and other personnel thereof, and any entity through which Verizon Wireless provides telephone service.

16. Unless otherwise noted or required by context, the relevant geographic area covered by these requests is the United States.

17. Words of gender shall be construed as including all genders, without limitation.

18. Words in the singular shall be construed to mean the plural or vice versa as appropriate.

19. If you object to any Interrogatory or Interrogatory subpart, or otherwise withhold responsive information because of the claim of privilege, work product, or other grounds:

- (a) identify the Interrogatory question and subpart to which objection or claim of privilege is made;
- (b) state whether the information is found in a document, oral communication, or in some other form;
- (c) identify all grounds for objection or assertion of privilege, and set forth the factual basis for assertion of the objection or claim of privilege;
- (d) identify the information withheld by description of the topic or subject matter, the date of the communication, and the participants; and
- (e) identify all persons having knowledge of any facts relating to your claim of privilege.

20. If you object to any portion of an Interrogatory, explain your objection and answer the remainder.

21. *The information requested herein is intended to include all knowledge and information of Petitioner in its corporate capacity, and includes, unless otherwise specifically indicated, its predecessors, agents, legal representatives, divisions, subsidiary entities, both controlled and wholly-owned, and all other affiliates and related companies (as defined by 15 U.S.C. § 1127), and the past and present officers, directors, employees, agents, representatives, attorneys and other personnel thereof, as well as each entity through which Petitioner provides CMRS service.*

22. *These Interrogatories are deemed continuing in nature, requiring Petitioner to serve upon Respondent further responses promptly after Petitioner has acquired additional knowledge or information.*

23. In answering the Interrogatories, Verizon Wireless is requested to furnish all information known or available to it, regardless of whether such information is directly in its possession or that of its agents, servants, employees, representatives, attorneys, and accountants, as well as its respective agents, employees or representatives over whom it exercises control.

24. If any of these Interrogatories cannot be answered fully and completely, Verizon Wireless shall answer to the extent possible, specifying the reasons for its inability to answer the remainder and stating the substance of its knowledge, information and belief concerning the subject matter of the unanswered portion.

25. All answers must be made separately and fully.

26. Answers are to be provided in accordance with Judge Weismandel's Prehearing Order.

27. These instructions and definitions shall apply to any additional discovery propounded by ALLTEL, whether or not specifically attached thereto.

INTERROGATORIES

I-1. Please identify each and every local exchange carrier with whom you have exchanged telecommunications traffic either directly or indirectly during any of the past 24 months.

I-2. Please identify, and list and provide a copy of each interconnection agreement you have with a local exchange carrier pursuant to which you are exchanging telecommunications traffic directly or indirectly.

I-3. With respect to each local exchange carrier with which you have exchanged traffic as identified in response to Interrogatory I-1, please identify how and pursuant to what terms and conditions or paragraph or section of any applicable agreement, transport and other costs associated with transport of Verizon Wireless originated telecommunications traffic or local exchange carrier originated traffic through a third party are billed, processed and paid.

I-4. With respect to each local exchange carrier with which Verizon Wireless has exchanged traffic, as identified in response to Interrogatory I-1, please identify whether the applicable terms and conditions or agreement between Verizon Wireless and the local exchange carrier was negotiated or arbitrated, and whether the specific paragraph or section concerning indirect traffic to or through a third party transport were negotiated or arbitrated.

I-5. With respect to each local exchange carrier with which you have exchanged traffic, as identified in response to Interrogatory I-1, in which the

specific paragraph or section concerning indirect traffic to or through a third party transport was arbitrated, please provide a copy of the applicable jurisdictional regulatory commission decision that arbitrated the agreement.

I-6. For each interconnection agreement identified in response to Interrogatory I-2, what are the rates charged by you, the local exchange carrier and both such parties for transport and termination of (a) telecommunications traffic exchanged on a direct basis with the local exchange carrier and (b) telecommunications traffic exchanged on an indirect basis with the local exchange carrier?

I-7. For each rate provided in response to Interrogatory I-6 (relating to transport and termination rates charged to or by local exchange carriers), please describe how the rate, and each of its elements, was determined.

I-8. For each rate provided in response to Interrogatory I-6 (relating to transport and termination rates charged to or by local exchange carriers under existing interconnection agreements), please state whether that rate is based on the forward-looking economic cost of transport and termination and provide a copy of each and every cost study, including backup, relating to the rate.

I-9. What are the rates that Verizon Wireless proposes for transport and termination of (a) telecommunications traffic exchanged on a direct basis with ALLTEL and (b) telecommunications traffic exchanged on an indirect basis with ALLTEL?

I-10. For each rate provided in response to Interrogatory I-9 (regarding rates proposed for the transportation and termination of telecommunications traffic exchanged with ALLTEL), please describe how the rate, and each of its elements,

was determined. Please include in your answer identification of each network functionality that Verizon Wireless contends is required to provide each termination arrangement.

I-11. For each rate provided in response to Interrogatory I-9 (regarding rates proposed for the transportation and termination of telecommunications traffic exchanged with ALLTEL), please identify and provide copies of all cost models, cost inputs, and cost assumptions relating to the rate or its determination, including all supporting documentation of any network functionality that Verizon Wireless uses to terminate a call originated by Verizon Wireless. Please include in your response electronic copies of the cost models, populated with the itemized inputs, assumptions and formulas used by Verizon Wireless. The model should be provided in a format that will enable ALLTEL to review, analyze and change any aspect of model, assumptions and inputs.

I-12. What is the approximate ratio of telecommunications traffic that ALLTEL originates to Verizon Wireless (mobile-to-land) to telecommunications traffic that Verizon Wireless originates to ALLTEL (land-to-mobile)? (Recall that “telecommunications traffic” is defined as “telecommunications traffic exchanged between a local exchange carrier and a commercial mobile service provider that, at the beginning of the call, originates and terminates in the same Major Trading Area, as defined in [47 CFR] § 24.202(a).”) Please describe in detail the basis for your answer.

I-13. With respect to the traffic ratio set forth in response to Interrogatory I-12, please provide all supporting data, including but not limited to traffic studies,

traffic reports, and any other documentation which supports the traffic ratio asserted by Verizon Wireless.

I-14. Is Verizon Wireless currently originating and transmitting any telecommunications traffic to ALLTEL through trunk groups, which connect Verizon Wireless to Verizon Communications tandem facilities? If so, please state the monthly volume of that telecommunications traffic.

I-15. If Verizon Wireless is currently originating and transmitting any telecommunications traffic to ALLTEL through trunk groups which connect Verizon Wireless to Verizon Communications tandem facilities, to what extent is that traffic dialed by Verizon Wireless customers on a local basis?

I-16. For purposes of determining the applicability of reciprocal compensation rates, how does Verizon Wireless propose to define telecommunications traffic originated by Verizon Wireless subscribers, indirectly transported to ALLTEL, and then terminated by ALLTEL to its customers? Please describe the basis for your proposed definition in detail.

I-17. For purposes of determining the applicability of reciprocal compensation rates, how does Verizon Wireless propose to define telecommunications traffic originated by ALLTEL's subscribers, indirectly transported to Verizon Wireless, and then terminated by Verizon Wireless to its customers? Please describe the basis for your proposed definition in detail.

I-18. Please identify the geographic area comprising Verizon Wireless's Major Trading Area in comparison to the ALLTEL tandems in Pennsylvania.

I-19. Is it Verizon Wireless' position that ALLTEL is required to meet Verizon Wireless at any point in Verizon Wireless's MTA and share in the payment

for the costs of the facilities for both direct and indirect traffic. If the answer is in the affirmative, please explain the basis of your answer.

I-20. Please list and identify all local exchange carriers with which Verizon Wireless has been negotiating, arbitrating or mediating during the last 18 months any interconnection terms and conditions with respect to any of the unresolved issues that have been identified in this proceeding.

I-21. Identify all local exchange carriers with which you exchange traffic and the parties use any asymmetric reciprocal compensation rates.

I-22. Identify all local exchange carriers and all locations with respect to which you are billing tandem switching even though the local exchange carrier is not billing you tandem switching.

I-23. Identify all local exchange carriers that have agreed or have been required to provide facilities or bear the cost of transport or facilities that are located outside the local exchange carriers service territory.

I-24. Please identify all local exchange carriers that have agreed to let Verizon Wireless establish NPA-NXX in its local rate center, regardless of the actual delivery point of the associated calls, and have agreed to bear all transport costs to the point of delivery.



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Counsel for
ALLTEL Pennsylvania, Inc.

Dated: January 20, 2004

F:\CLIENTS\Utility\APINTORP\Verizon-A-310489\Interrogatories\discoveryarb.doc

EXHIBIT B

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January 22, 2004

Via Federal Express – Overnight Delivery

Patricia Armstrong, Esq.
Thomas Thomas Armstrong & Niesen
212 Locust Street
Harrisburg, PA 17108-9500

RE: Petition of Cellco Partnership d/b/a Verizon Wireless For Arbitration Pursuant to Section 252 of the Telecommunications Act of 1996, Docket No. A-310489F7004

Dear Ms. Armstrong:

I enclose the Objections of Cellco Partnership to First Set of Interrogatories of Altel Pennsylvania, Inc. Directed to Verizon Wireless in the referenced matter.

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

Very truly yours,


Christopher M. Arfaa

CMA/cms
Enclosure

cc: ALJ Wayne L. Weismandel (w/o encl.)
James J. McNulty, Secretary (w/o encl.)
Attached Certificate of Service (w/encl.)

RECEIVED
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SECRETARY'S BUREAU

Established
1849

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition of Cellco Partnership d/b/a Verizon	:	
Wireless For Arbitration Pursuant to	:	
Section 252 Of the Telecommunications	:	A-310489F7004
Act of 1996 to Establish an Interconnection	:	
Agreement With ALLTEL Pennsylvania, Inc.	:	

**OBJECTIONS OF CELLCO PARTNERSHIP
TO
FIRST SET OF INTERROGATORIES OF
ALLTEL PENNSYLVANIA, INC.
DIRECTED TO VERIZON WIRELESS**

Pursuant to 52 Pa. Code §§ 5.342 and the Arbitration Order entered by Hon. Wayne L. Weismandel on January 8, 2004, Petitioner, Cellco Partnership d/b/a Verizon Wireless (“Verizon Wireless”) hereby objects to the First Set of Interrogatories of ALLTEL Pennsylvania, Inc. (“ALLTEL”) Directed to Verizon Wireless, as follows:¹

Objections to All Interrogatories Based Upon Definitions and Instructions

The following objections to the “Definitions and Instructions” set forth in ALLTEL’s discovery request apply to each Interrogatory, unless the context of the interrogatory clearly shows that the objected-to instructions or definitions do not apply:

General Objection 1. Verizon Wireless objects to the definitions and instructions to the extent they purport to impose discovery obligations beyond those imposed by the Commission’s rules.

¹ Pursuant to ALJ Weismandel’s Arbitration Order, the undersigned communicated the substance of these objections via telephone to counsel for ALLTEL on January 21, 2004.

General Objection 2. Verizon Wireless objects to the definitions of “communication,” “communications,” “concerning,” “concern,” “document,” documents,” “writing,” “writings,” “identify,” “state the identity of,” “Verizon Wireless,” “Petitioner,” “you” and “your” because, particularly in view of short discovery deadlines in this proceeding, they render the individual interrogatories and document requests overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence.

General Objection 3. Verizon Wireless objects to the definition of “relevant geographic area” as the “United States” because, particularly in view of short discovery deadlines in this proceeding, it renders the individual interrogatories and document requests overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence.

Objections to Individual Interrogatories and Document Requests

I-1. Please identify each and every local exchange carrier with whom you have exchanged telecommunications traffic either directly or indirectly during any of the past 24 months.

Objection. See General Objections 1, 2 and 3, which are incorporated by reference as if set forth at length. Verizon Wireless specifically objects to this request to the extent it seeks information relating to interconnection or other events occurring outside of Pennsylvania, on the ground that, to that extent, it is overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to these objections, and without waiver thereof, Verizon Wireless will provide a Pennsylvania-specific response to this request.

I-2. Please identify, and list and provide a copy of each interconnection agreement you have with a local exchange carrier pursuant to which you are exchanging telecommunications traffic directly or indirectly.

Objection. See General Objections 1, 2 and 3, which are incorporated by reference as if set forth at length. Verizon Wireless specifically objects to this request to the extent it seeks agreements relating to interconnection or other events occurring outside of Pennsylvania, on the ground that, to that extent, it is overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to these objections, and without waiver thereof, Verizon Wireless will provide a Pennsylvania-specific response to this request.

I-3. With respect to each local exchange carrier with which you have exchanged traffic as identified in response to Interrogatory I-1, please identify how and pursuant to what terms and conditions or paragraph or section of any applicable agreement, transport and other costs associated with transport of Verizon Wireless originated telecommunications traffic or local exchange carrier originated traffic through a third party are billed, processed and paid.

Objection. See General Objections 1, 2 and 3, which are incorporated by reference as if set forth at length. Verizon Wireless specifically objects to this request to the extent it seeks information relating to interconnection or other events occurring outside of Pennsylvania, on the ground that, to that extent, it is overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to these objections, and without waiver thereof, Verizon Wireless will provide a Pennsylvania-specific response to this request.

I-4. With respect to each local exchange carrier with which Verizon Wireless has exchanged traffic, as identified in response to Interrogatory I-1, please identify whether the applicable terms and conditions or agreement between Verizon Wireless and the local exchange carrier was negotiated or arbitrated, and whether the specific paragraph or section concerning indirect traffic to or through a third party transport were negotiated or arbitrated.

Objection. See General Objections 1, 2 and 3, which are incorporated by reference as if set forth at length. Verizon Wireless specifically objects to this request to the extent it seeks information relating to interconnection or other events occurring outside of Pennsylvania, on the ground that, to that extent, it is overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to these objections, and without waiver thereof, Verizon Wireless will provide a Pennsylvania-specific response to this request.

I-5. With respect to each local exchange carrier with which you have exchanged traffic, as identified in response to Interrogatory I-1, in which the specific paragraph or section concerning indirect traffic to or through a third party transport was arbitrated, please provide a copy of the applicable jurisdictional regulatory commission decision that arbitrated the agreement.

Objection. See General Objections 1, 2 and 3, which are incorporated by reference as if set forth at length. Verizon Wireless specifically objects to this request to the extent it seeks documents relating to interconnection or other events occurring outside of Pennsylvania, on the ground that, to that extent, it is overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to these objections, and without waiver thereof, Verizon Wireless will provide a Pennsylvania-specific response to this request.

I-6. For each interconnection agreement identified in response to Interrogatory I-2, what are the rates charged by you, the local exchange carrier and both such parties for transport and termination of (a) telecommunications traffic exchanged on a direct basis with the local exchange carrier and (b) telecommunications traffic exchanged on an indirect basis with the local exchange carrier?

Objection. See General Objections 1, 2 and 3, which are incorporated by reference as if set forth at length. Verizon Wireless specifically objects to this request to the extent it seeks information relating to interconnection or other events occurring outside of Pennsylvania, on the ground that, to that extent, it is overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to these objections, and without waiver thereof, Verizon Wireless will provide a Pennsylvania-specific response to this request.

I-7. For each rate provided in response to Interrogatory I-6 (relating to transport and termination rates charged to or by local exchange carriers), please describe how the rate, and each of its elements, was determined.

Objection. See General Objections 1, 2 and 3, which are incorporated by reference as if set forth at length. Verizon Wireless specifically objects to this request to the extent it seeks information relating to interconnection or other events occurring outside of Pennsylvania, on the ground that, to that extent, it is overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to these objections, and without waiver thereof, Verizon Wireless will provide a Pennsylvania-specific response to this request.

I-8. For each rate provided in response to Interrogatory I-6 (relating to transport and termination rates charged to or by local exchange carriers under existing interconnection agreements), please state whether that rate is based on the forward-looking economic cost of transport and termination and provide a copy of each and every cost study, including backup, relating to the rate.

Objection. See General Objections 1, 2 and 3, which are incorporated by reference as if set forth at length. Verizon Wireless specifically objects to this request to the extent it seeks information and documents relating to interconnection or other events occurring outside of Pennsylvania, on the ground that, to that extent, it is overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to these objections, and without waiver thereof, Verizon Wireless will provide a Pennsylvania-specific response to this request.

I-9. What are the rates that Verizon Wireless proposes for transport and termination of (a) telecommunications traffic exchanged on a direct basis with ALLTEL and (b) telecommunications traffic exchanged on an indirect basis with ALLTEL?

I-10. For each rate provided in response to Interrogatory I-9 (regarding rates proposed for the transportation and termination of telecommunications traffic exchanged with ALLTEL), please describe how the rate, and each of its elements, was determined. Please include in your answer identification of each network functionality that Verizon Wireless contends is required to provide each termination arrangement.

I-11. For each rate provided in response to Interrogatory I-9 (regarding rates proposed for the transportation and termination of telecommunications traffic exchanged with ALLTEL), please identify and provide copies of all cost models, cost inputs, and cost assumptions relating to the rate or its determination, including all supporting documentation of any network functionality that Verizon Wireless uses to terminate a call originated by Verizon Wireless. Please include in your response electronic copies of the cost models, populated with the itemized inputs, assumptions and formulas used by Verizon Wireless. The model should be provided in a format that will enable ALLTEL to review, analyze and change any aspect of model, assumptions and inputs.

Objection. See General Objections 1 and 2, which are incorporated by reference as if set forth at length. Subject to these objections, and without waiver thereof, Verizon Wireless will respond to this request.

I-12. What is the approximate ratio of telecommunications traffic that ALLTEL originates to Verizon Wireless (mobile-to-land) to telecommunications traffic that Verizon Wireless originates to ALLTEL (land-to-mobile)? (Recall that "telecommunications traffic" is defined as "telecommunications traffic exchanged between a local exchange carrier and a commercial mobile service provider that, at the beginning of the call, originates and terminates in

the same Major Trading Area, as defined in [47 CFR] § 24.202(a).”) Please describe in detail the basis for your answer.

I-13. With respect to the traffic ratio set forth in response to Interrogatory I-12, please provide all supporting data, including but not limited to traffic studies, traffic reports, and any other documentation which supports the traffic ratio asserted by Verizon Wireless.

Objection. See General Objections 1 and 2, which are incorporated by reference as if set forth at length. Subject to these objections, and without waiver thereof, Verizon Wireless will respond to this request.

I-14. Is Verizon Wireless currently originating and transmitting any telecommunications traffic to ALLTEL through trunk groups, which connect Verizon Wireless to Verizon Communications tandem facilities? If so, please state the monthly volume of that telecommunications traffic.

I-15. If Verizon Wireless is currently originating and transmitting any telecommunications traffic to ALLTEL through trunk groups which connect Verizon Wireless to Verizon Communications tandem facilities, to what extent is that traffic dialed by Verizon Wireless customers on a local basis?

I-16. For purposes of determining the applicability of reciprocal compensation rates, how does Verizon Wireless propose to define telecommunications traffic originated by Verizon Wireless subscribers, indirectly transported to ALLTEL, and then terminated by ALLTEL to its customers? Please describe the basis for your proposed definition in detail.

Objection. See General Objection 1, which is incorporated by reference as if set forth at length. Verizon Wireless also specifically objects to this interrogatory to the extent it requests legal conclusions on the ground that, to that extent, the interrogatory is not reasonably calculated to lead to the discovery of admissible evidence. Subject to these objections, and without waiver thereof, Verizon Wireless will provide a response to this request.

I-17. For purposes of determining the applicability of reciprocal compensation rates, how does Verizon Wireless propose to define telecommunications traffic originated by ALLTEL’s subscribers, indirectly transported to Verizon Wireless, and then terminated by Verizon Wireless to its customers? Please describe the basis for your proposed definition in detail.

Objection. See General Objection 1, which is incorporated by reference as if set forth at length. Verizon Wireless also specifically objects to this interrogatory to the extent it requests legal conclusions on the ground that, to that extent, the interrogatory is not reasonably calculated to lead to the discovery of admissible evidence. Subject to these objections, and without waiver thereof, Verizon Wireless will respond to this request.

I-18. Please identify the geographic area comprising Verizon Wireless's Major Trading Area in comparison to the ALLTEL tandems in Pennsylvania.

I-19. Is it Verizon Wireless' position that ALLTEL is required to meet Verizon Wireless at any point in Verizon Wireless's MTA and share in the payment for the costs of the facilities for both direct and indirect traffic. If the answer is in the affirmative, please explain the basis of your answer.

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I-20. Please list and identify all local exchange carriers with which Verizon Wireless has been negotiating, arbitrating or mediating during the last 18 months any interconnection terms and conditions with respect to any of the unresolved issues that have been identified in this proceeding.

Objection. See General Objections 1, 2 and 3, which are incorporated by reference as if set forth at length. Verizon Wireless specifically objects to this request to the extent it seeks information relating to interconnection or other events occurring outside of Pennsylvania, on the ground that, to that extent, it is overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to these objections, and without waiver thereof, Verizon Wireless will provide a Pennsylvania-specific response to this request.

I-21. Identify all local exchange carriers with which you exchange traffic and the parties use any asymmetric reciprocal compensation rates.

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I-22. Identify all local exchange carriers and all locations with respect to which you are billing tandem switching even though the local exchange carrier is not billing you tandem switching.

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I-23. Identify all local exchange carriers that have agreed or have been required to provide facilities or bear the cost of transport or facilities that are located outside the local exchange carriers service territory.

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I-24. Please identify all local exchange carriers that have agreed to let Verizon Wireless establish NPA-NXX in its local rate center, regardless of the actual delivery point of the associated calls, and have agreed to bear all transport costs to the point of delivery.

Objection. See General Objections 1, 2 and 3, which are incorporated by reference as if set forth at length. Verizon Wireless specifically objects to this request to the extent it seeks information relating to interconnection or other events occurring outside of Pennsylvania, on the ground that, to that extent, it is overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to these objections, and without waiver thereof, Verizon Wireless will provide a Pennsylvania-specific response to this request.



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(215) 988-2700

Counsel for Cellco Partnership d/b/a
Verizon Wireless

DATED: January 22, 2004

CERTIFICATE OF SERVICE

I hereby certify that I have this day caused to be served a copy of the foregoing document upon the persons listed below by the means indicated in accordance with the requirements of 52 Pa. Code § 1.54:

Via Federal Express - Overnight Delivery and E-mail

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Patricia Armstrong, Esq.
Thomas Thomas Armstrong & Niesen
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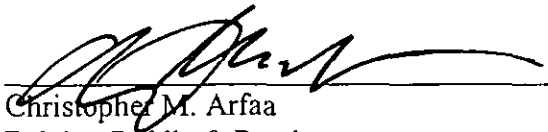
Via First Class Mail

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Harrisburg, PA 17101

Dated: January 22, 2004


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January 26, 2004

Via Federal Express - Overnight Delivery

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Thomas Thomas Armstrong & Niesen
212 Locust Street
Harrisburg, PA 17108-9500

RE: Petition of Cellco Partnership d/b/a Verizon Wireless For Arbitration Pursuant to Section 252 of the Telecommunications Act of 1996, Docket No. A-310489F7004

Dear Ms. Armstrong:

I enclose the Responses of Cellco Partnership to First Set of Interrogatories of Alltel Pennsylvania, Inc. Directed to Verizon Wireless in the referenced matter.

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

Very truly yours,


Christopher M. Arfaa

CMA/cms
Enclosure

cc: ALJ Wayne L. Weismandel (w/o encl.)
James J. McNulty, Secretary (w/o encl.)
Attached Certificate of Service (w/encl.)

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**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition of Cellco Partnership d/b/a Verizon	:	
Wireless For Arbitration Pursuant to	:	
Section 252 Of the Telecommunications	:	A-310489F7004
Act of 1996 to Establish an Interconnection	:	
Agreement With ALLTEL Pennsylvania, Inc.	:	

**RESPONSES OF CELLCO PARTNERSHIP
TO
FIRST SET OF INTERROGATORIES OF
ALLTEL PENNSYLVANIA, INC.
DIRECTED TO VERIZON WIRELESS**

Pursuant to 52 Pa. Code § 5.342 and the Arbitration Order entered by Hon. Wayne L. Weismandel on January 8, 2004, Petitioner, Cellco Partnership d/b/a Verizon Wireless (“Verizon Wireless”) provides the following responses to the First Set of Interrogatories of ALLTEL Pennsylvania, Inc. (“ALLTEL”) Directed to Verizon Wireless. These responses include objections previously served.

Objections to All Interrogatories Based Upon Definitions and Instructions

The following objections to the “Definitions and Instructions” set forth in ALLTEL’s discovery request apply to each Interrogatory, unless the context of the interrogatory clearly shows that the objected-to instructions or definitions do not apply:

General Objection 1. Verizon Wireless objects to the definitions and instructions to the extent they purport to impose discovery obligations beyond those imposed by the Commission’s rules.

General Objection 2. Verizon Wireless objects to the definitions of “communication,” “communications,” “concerning,” “concern,” “document,” documents,” “writing,” “writings,”

“identify,” “state the identity of,” “Verizon Wireless,” “Petitioner,” “you” and “your” because, particularly in view of short discovery deadlines in this proceeding, they render the individual interrogatories and document requests overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence.

General Objection 3. Verizon Wireless objects to the definition of “relevant geographic area” as the “United States” because, particularly in view of short discovery deadlines in this proceeding, it renders the individual interrogatories and document requests overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence.

Objections to Individual Interrogatories and Document Requests

I-1. Please identify each and every local exchange carrier with whom you have exchanged telecommunications traffic either directly or indirectly during any of the past 24 months.

Objection. See General Objections 1, 2 and 3, which are incorporated by reference as if set forth at length. Verizon Wireless specifically objects to this request to the extent it seeks information relating to interconnection or other events occurring outside of Pennsylvania, on the ground that, to that extent, it is overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence.

Response. Subject to the foregoing objections, and without waiver thereof, Verizon Wireless responds as follows: Verizon Wireless has sought interconnection with all LECs in Pennsylvania with whom it terminates traffic directly and indirectly. Verizon Wireless has negotiated and entered voluntary interconnection arrangements pursuant to 47 U.S.C. § 252(a)(1) with the following carriers: North Pittsburgh Telephone, Commonwealth Telephone Company (“CTCO”), and its CLEC affiliate CTSI, LLC, United Telephone Company of Pennsylvania (“Sprint United”), Verizon Pennsylvania, Inc and Verizon North (formerly GTE). Verizon Wireless has sought interconnection with the following small/ or rural ILECs in Pennsylvania, but has not yet come to agreements through voluntary negotiations or arbitration: Bentleyville Communications Corporation d/b/a the Bentleyville Telephone Company, Yukon-Waltz Telephone Company, Laurel Highland Telephone Company, Palmerton Telephone Company, Marianna & Scenery Hill Telephone Company, Citizens Telephone Company of Kecksburg, The North-Eastern Pennsylvania Telephone Company, Denver & Ephrata Telephone & Telegraph Company d/b/a D&E Telephone Company, Buffalo Valley Telephone Company, Conestoga Telephone & Telegraph Company, Hickory Telephone Company, Ironton Telephone Company, Lackawaxen Telephone Company, Armstrong Telephone Company, Frontier Communication of Pennsylvania, Inc., Frontier Communication of Lakewood, Inc., Frontier Communication of Oswayo River, Inc., South Canaan Telephone Company, Pymatuning Independent Telephone Company, Pennsylvania Telephone Company.

I-2. Please identify, and list and provide a copy of each interconnection agreement you have with a local exchange carrier pursuant to which you are exchanging telecommunications traffic directly or indirectly.

Objection. See General Objections 1, 2 and 3, which are incorporated by reference as if set forth at length. Verizon Wireless specifically objects to this request to the extent it seeks agreements relating to interconnection or other events occurring outside of Pennsylvania, on the ground that, to that extent, it is overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence.

Response. Subject to the foregoing objections, and without waiver thereof, Verizon Wireless responds as follows: Verizon Wireless will provide paper copies of interconnection agreements with the following ILECs in Pennsylvania: Sprint United, Verizon Pennsylvania, Verizon North (formerly doing business as GTE North), North Pittsburgh Telephone, and Commonwealth Telephone Company.

I-3. With respect to each local exchange carrier with which you have exchanged traffic as identified in response to Interrogatory I-1, please identify how and pursuant to what terms and conditions or paragraph or section of any applicable agreement, transport and other costs associated with transport of Verizon Wireless originated telecommunications traffic or local exchange carrier originated traffic through a third party are billed, processed and paid.

Objection. See General Objections 1, 2 and 3, which are incorporated by reference as if set forth at length. Verizon Wireless specifically objects to this request to the extent it seeks information relating to interconnection or other events occurring outside of Pennsylvania, on the ground that, to that extent, it is overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence.

Response. Subject to the foregoing objections, and without waiver thereof, Verizon Wireless responds as follows: Verizon Pennsylvania: Section 6.1 sets forth the rates, terms and conditions for billing and collection of traffic exchanged with third party carriers, which transits Verizon Pennsylvania's tandems. Verizon North: Part IV, Section 5 sets forth the rates, terms and conditions for indirect interconnection arrangements, the rates terms and conditions for direct interconnection are set forth in Part IV, Sections 3.1, and 3.2. North Pittsburg: Section 4.4.3, sets for the rates, terms and conditions for traffic, which is directly and indirectly exchanged with North Pittsburgh. Sprint United: Sections 4.2-4.2.4 of the agreement sets forth the rates, terms and conditions for traffic, which is directly and indirectly exchanged with Sprint United. Commonwealth Telephone ("CTCO"): Sections 2.1, and 2.2 sets forth the rates, terms and conditions for traffic, which is directly and indirectly exchanged with CTCO.

I-4. With respect to each local exchange carrier with which Verizon Wireless has exchanged traffic, as identified in response to Interrogatory I-1, please identify whether the applicable terms and conditions or agreement between Verizon Wireless and the local exchange carrier was negotiated or arbitrated, and whether the specific paragraph or section concerning indirect traffic to or through a third party transport were negotiated or arbitrated.

Objection. See General Objections 1, 2 and 3, which are incorporated by reference as if set forth at length. Verizon Wireless specifically objects to this request to the extent it seeks information relating to interconnection or other events occurring outside of Pennsylvania, on the ground that, to that extent, it is overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence.

Response. Subject to the foregoing objections, and without waiver thereof, Verizon Wireless responds as follows: All of the interconnection agreements entered with Verizon Wireless and the carriers set forth in response to I-3, are all negotiated. None of the rates, terms or conditions in these agreements was arbitrated.

I-5. With respect to each local exchange carrier with which you have exchanged traffic, as identified in response to Interrogatory I-1, in which the specific paragraph or section concerning indirect traffic to or through a third party transport was arbitrated, please provide a copy of the applicable jurisdictional regulatory commission decision that arbitrated the agreement.

Objection. See General Objections 1, 2 and 3, which are incorporated by reference as if set forth at length. Verizon Wireless specifically objects to this request to the extent it seeks documents relating to interconnection or other events occurring outside of Pennsylvania, on the ground that, to that extent, it is overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence.

Response. Subject to the foregoing objections, and without waiver thereof, Verizon Wireless responds as follows: Verizon Wireless has not arbitrated any of the agreements set forth in the response to I-1.

I-6. For each interconnection agreement identified in response to Interrogatory I-2, what are the rates charged by you, the local exchange carrier and both such parties for transport and termination of (a) telecommunications traffic exchanged on a direct basis with the local exchange carrier and (b) telecommunications traffic exchanged on an indirect basis with the local exchange carrier?

Objection. See General Objections 1, 2 and 3, which are incorporated by reference as if set forth at length. Verizon Wireless specifically objects to this request to the extent it seeks information relating to interconnection or other events occurring outside of Pennsylvania, on the ground that, to that extent, it is overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence.

Response. Subject to the foregoing objections, and without waiver thereof, Verizon Wireless responds as follows: Prior to the passage of the FCC's ISP order, the Sprint United agreement had an end office rate of \$.005951, an indirect rate of \$0.007784, and a tandem rate of \$.010834. Similarly, the Verizon North agreement had an end office rate of \$.0052, and tandem of \$.0079, in the mobile to land direction, and termination in the land to mobile direction at the switch was at the tandem rate. The Verizon PA rates were \$.003, and \$.005 in the mobile to land direction for traffic terminated at Verizon PA's end offices, and tandems, respectively. In the land to mobile direction, Verizon PA paid the tandem rate of \$.005. In accordance with the FCC's ISP Order¹, the rates for Sprint United, Verizon PA, and Verizon North were all amended to \$.0007 per MOU. The ISP rate applies reciprocally for end office, indirect, and tandem termination.

The rate in the CTCO agreement is a reciprocal blended rate of \$.030 for direct and indirect traffic. The rate in the North Pittsburgh agreement is reciprocal blended rate \$.019 for direct traffic. The North Pittsburgh agreement provides for multiple direct connections at tandem switches, and specific end offices, indirect traffic exchanged is subject to ITORP rate.

I-7. For each rate provided in response to Interrogatory I-6 (relating to transport and termination rates charged to or by local exchange carriers), please describe how the rate, and each of its elements, was determined.

¹ See *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Competition Provisions for ISP-Bound Traffic*, FCC Docket 01-131, CC Docket Nos. 96-98 and 99-68 (April 2001) (the "ISP Order").

Objection. See General Objections 1, 2 and 3, which are incorporated by reference as if set forth at length. Verizon Wireless specifically objects to this request to the extent it seeks information relating to interconnection or other events occurring outside of Pennsylvania, on the ground that, to that extent, it is overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence.

Response. Subject to the foregoing objections, and without waiver thereof, Verizon Wireless responds as follows: Verizon North, Verizon PA and Sprint United: The rates in the Verizon Pennsylvania, Verizon North, and Sprint United Agreements are equivalent to the rate Verizon Pennsylvania pays other CLECs for termination of traffic to Internet Service Providers. This rate is based upon an Order by the FCC, and these rates are not based upon forward-looking costs. *See In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Competition Provisions for ISP-Bound Traffic*, FCC Docket 01-131, CC Docket Nos. 96-98 and 99-68 (April 2001). Prior to the adoption of the ISP rates, the rates charged by Sprint United, Verizon North and Verizon PA were all based upon forward-looking costs. Verizon Wireless has never reviewed any costs studies for these rates, but accepted the rates as part of a negotiated contract.

Commonwealth and North Pittsburg: The rate in the Commonwealth Telephone agreements, was negotiated, and not based upon forward-looking costs. The rate with North Pittsburgh was a negotiated rate, not based upon costs. The indirect rate in the North Pittsburgh agreement is also part of a negotiated agreement, however this rate is based upon the ITORP settlement process rather than forward- looking costs. Verizon Wireless has terminated the North Pittsburg agreement and seeks to renegotiate an agreement to supersede this agreement. The term of the North Pittsburg agreement is set to expire on April 25, 2004.

I-8. For each rate provided in response to Interrogatory I-6 (relating to transport and termination rates charged to or by local exchange carriers under existing interconnection agreements), please state whether that rate is based on the forward-looking economic cost of transport and termination and provide a copy of each and every cost study, including backup, relating to the rate.

Objection. See General Objections 1, 2 and 3, which are incorporated by reference as if set forth at length. Verizon Wireless specifically objects to this request to the extent it seeks information and documents relating to interconnection or other events occurring outside of Pennsylvania, on the ground that, to that extent, it is overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence.

Response. Subject to the foregoing objections, and without waiver thereof, Verizon Wireless responds as follows: See Response to I-7. Verizon Wireless does not have any cost studies for these negotiated agreements. Based upon the reasonableness of the proposed rates, Verizon Wireless did not request cost studies from Verizon PA, Verizon North or Sprint United. Verizon Wireless did not request cost studies from CTCO or North Pittsburg, because these agreements were negotiated.

I-9. What are the rates that Verizon Wireless proposes for transport and termination of (a) telecommunications traffic exchanged on a direct basis with ALLTEL and (b) telecommunications traffic exchanged on an indirect basis with ALLTEL?

Response. Verizon Wireless is proposing a single blended rate for the exchange of traffic for direct and indirect interconnection. This rates is \$.0078 for Type 2A, Type 2B, and Indirect Connection.

I-10. For each rate provided in response to Interrogatory I-9 (regarding rates proposed for the transportation and termination of telecommunications traffic exchanged with ALLTEL), please describe how the rate, and each of its elements, was determined. Please include in your answer identification of each network functionality that Verizon Wireless contends is required to provide each termination arrangement.

Response. The results of the ALLTEL cost study do not represent information that can be relied upon to calculate an alternative cost proposal, and therefore a best in class approach was followed to determine the rate set forth in response to I-9. Verizon Wireless's reciprocal compensation rate is based upon the rates of other similar ILECs in Pennsylvania. Relevant cost information that is specific to Pennsylvania is available from at least three (3) other sources. All of this information is attached to the testimony of Don J. Wood, filed on January 23, 2004 in this proceeding. First, Verizon Pennsylvania Inc. ("Verizon PA") has tariffed rates for unbundled services, including the network elements at issue in this proceeding. United Telephone Company of Pennsylvania ("Sprint") and Frontier Communications of Pennsylvania ("Frontier") have switched access tariff containing the same functionality. While switched access is not limited by the §252 pricing constraints, it can serve as an upper bound of reasonableness for these network elements. Third, Verizon Wireless currently has agreed-upon rates for intercarrier compensation with Verizon North and Sprint. These rates, were used as the basis for the rate proposed by Verizon Wireless.

I-11. For each rate provided in response to Interrogatory I-9 (regarding rates proposed for the transportation and termination of telecommunications traffic exchanged with ALLTEL), please identify and provide copies of all cost models, cost inputs, and cost assumptions relating to the rate or its determination, including all supporting documentation of any network functionality that Verizon Wireless uses to terminate a call originated by Verizon Wireless. Please include in your response electronic copies of the cost models, populated with the itemized inputs, assumptions and formulas used by Verizon Wireless. The model should be provided in a format that will enable ALLTEL to review, analyze and change any aspect of model, assumptions and inputs.

Objection. See General Objections 1 and 2, which are incorporated by reference as if set forth at length.

Response. Subject to the foregoing objections, and without waiver thereof, Verizon Wireless responds as follows: It is unclear what is sought by the question as posed, because Verizon Wireless does not use its network to terminate calls “originated by Verizon Wireless.” Verizon Wireless is seeking reciprocal compensation rates in accordance with Section 252(d)(2) of the act, not asymmetrical rates, and therefore Verizon Wireless has not relied on a cost model to provide its proposed rate in I-9.

I-12. What is the approximate ratio of telecommunications traffic that ALLTEL originates to Verizon Wireless (mobile-to-land) to telecommunications traffic that Verizon Wireless originates to ALLTEL (land-to-mobile)? (Recall that “telecommunications traffic” is defined as “telecommunications traffic exchanged between a local exchange carrier and a commercial mobile service provider that, at the beginning of the call, originates and terminates in the same Major Trading Area, as defined in [47 CFR] § 24.202(a).”) Please describe in detail the basis for your answer.

Response. Verizon Wireless is in the process of analyzing traffic collected at its switch. After preliminary analysis, it appears that the percentage of land- originated calling is increasing to 60 percent of the total traffic exchanged between the parties. Verizon Wireless is preparing data for disclosure and will supplement this interrogatory as soon as the information is compiled.

I-13. With respect to the traffic ratio set forth in response to Interrogatory I-12, please provide all supporting data, including but not limited to traffic studies, traffic reports, and any other documentation which supports the traffic ratio asserted by Verizon Wireless.

Objection. See General Objections 1 and 2, which are incorporated by reference as if set forth at length.

Response. Subject to the foregoing objections, and without waiver thereof, Verizon Wireless responds as follows: Once the above- discussed analysis is complete, Verizon Wireless will provide the requested information.

I-14. Is Verizon Wireless currently originating and transmitting any telecommunications traffic to ALLTEL through trunk groups, which connect Verizon Wireless to Verizon Communications tandem facilities? If so, please state the monthly volume of that telecommunications traffic.

Response. Yes. Verizon Wireless sends approximately 4,600,000 minutes of traffic indirectly to ALLTEL each month.

I-15. If Verizon Wireless is currently originating and transmitting any telecommunications traffic to ALLTEL through trunk groups which connect Verizon Wireless to Verizon Communications tandem facilities, to what extent is that traffic dialed by Verizon Wireless customers on a local basis?

Response. The number of digits dialed by a Verizon Wireless customer to complete a call to ALLTEL's customers in Pennsylvania do not affect whether the call is billed as a toll or local call. Verizon Wireless offers flat rate service plans to its customers.

I-16. For purposes of determining the applicability of reciprocal compensation rates, how does Verizon Wireless propose to define telecommunications traffic originated by Verizon Wireless subscribers, indirectly transported to ALLTEL, and then terminated by ALLTEL to its customers? Please describe the basis for your proposed definition in detail.

Objection. See General Objection 1, which is incorporated by reference as if set forth at length. Verizon Wireless also specifically objects to this interrogatory to the extent it requests legal conclusions on the ground that, to that extent, the interrogatory is not reasonably calculated to lead to the discovery of admissible evidence.

Response. Subject to the foregoing objections, and without waiver thereof, Verizon Wireless responds as follows: Verizon Wireless proposes to define local telecommunications traffic for the purposes of reciprocal compensation in accordance with Sections 51.100, 51.701, and 51.703 of the FCC's Rules. See 47 C.F.R. §§ 51.100, 51.701, 51.703.

I-17. For purposes of determining the applicability of reciprocal compensation rates, how does Verizon Wireless propose to define telecommunications traffic originated by ALLTEL's subscribers, indirectly transported to Verizon Wireless, and then terminated by Verizon Wireless to its customers? Please describe the basis for your proposed definition in detail.

Objection. See General Objection 1, which is incorporated by reference as if set forth at length. Verizon Wireless also specifically objects to this interrogatory to the extent it requests

legal conclusions on the ground that, to that extent, the interrogatory is not reasonably calculated to lead to the discovery of admissible evidence.

Response. Subject to the foregoing objections, and without waiver thereof, Verizon Wireless responds as follows: Verizon Wireless proposes to define local telecommunications traffic for the purposes of reciprocal compensation in accordance with Sections 51.100, 51.701, and 51.703 of the FCC's Rules. See 47 C.F.R. §§ 51.100, 51.701, 51.703.

I-18. Please identify the geographic area comprising Verizon Wireless's Major Trading Area in comparison to the ALLTEL tandems in Pennsylvania.

Response. Verizon Wireless is unclear what information is being sought by this question. Verizon Wireless provides service to all regions of Pennsylvania. ALLTEL provides telecommunications service to specific geographic areas within Pennsylvania.

I-19. Is it Verizon Wireless' position that ALLTEL is required to meet Verizon Wireless at any point in Verizon Wireless's MTA and share in the payment for the costs of the facilities for both direct and indirect traffic. If the answer is in the affirmative, please explain the basis of your answer.

Objection. See General Objection 1, which is incorporated by reference as if set forth at length. Verizon Wireless also specifically objects to this interrogatory to the extent it requests legal conclusions on the ground that, to that extent, the interrogatory is not reasonably calculated to lead to the discovery of admissible evidence.

Response. Subject to the foregoing objections, and without waiver thereof, Verizon Wireless responds as follows: Yes. See Sections 51.100, 51.701, and 51.703 of the FCC's Rules. See 47 C.F.R. §§ 51.100, 51.701, and 51.703.

I-20. Please list and identify all local exchange carriers with which Verizon Wireless has been negotiating, arbitrating or mediating during the last 18 months any interconnection terms and conditions with respect to any of the unresolved issues that have been identified in this proceeding.

Objection. See General Objections 1, 2 and 3, which are incorporated by reference as if set forth at length. Verizon Wireless specifically objects to this request to the extent it seeks information relating to interconnection or other events occurring outside of Pennsylvania, on the ground that, to that extent, it is overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence.

Response. Subject to the foregoing objections, and without waiver thereof, Verizon Wireless responds as follows: See Response to I-1. With respect to Pennsylvania, Verizon Wireless has been unable to arbitrate due to pending dispute concerning the scope of the rural LECs' exemptions from the Section 252 arbitration process. The substantive disputes over indirect interconnection are virtually identical to this proceeding.

I-21. Identify all local exchange carriers with which you exchange traffic and the parties use any asymmetric reciprocal compensation rates.

Objection. See General Objections 1, 2 and 3, which are incorporated by reference as if set forth at length. Verizon Wireless specifically objects to this request to the extent it seeks information relating to interconnection or other events occurring outside of Pennsylvania, on the ground that, to that extent, it is overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence.

Response. Subject to the foregoing objections, and without waiver thereof, Verizon Wireless responds as follows: None. Verizon Wireless is not proposing asymmetrical rates with ALLTEL. Verizon Wireless asserts it is entitled to bill ALLTEL at the tandem rate based upon the FCC's rules and the geographic area served by its switch.

I-22. Identify all local exchange carriers and all locations with respect to which you are billing tandem switching even though the local exchange carrier is not billing you tandem switching.

Objection. See General Objections 1, 2 and 3, which are incorporated by reference as if set forth at length. Verizon Wireless specifically objects to this request to the extent it seeks information relating to interconnection or other events occurring outside of Pennsylvania, on the ground that, to that extent, it is overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence.

Response. Subject to the foregoing objections, and without waiver thereof, Verizon Wireless responds as follows: None. Where Verizon Wireless uses a blended rate for reciprocal compensation, the tandem and end office termination rates are the same, and applied reciprocally.

I-23. Identify all local exchange carriers that have agreed or have been required to provide facilities or bear the cost of transport or facilities that are located outside the local exchange carriers service territory.

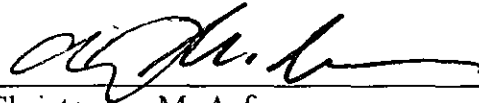
Objection. See General Objections 1, 2 and 3, which are incorporated by reference as if set forth at length. Verizon Wireless specifically objects to this request to the extent it seeks information relating to interconnection or other events occurring outside of Pennsylvania, on the ground that, to that extent, it is overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence.

Response. Subject to the foregoing objections, and without waiver thereof, Verizon Wireless responds as follows: None. As discussed above all of the agreements provided were voluntarily negotiated under Section 252(a)(1) of the Act. See 47 U.S.C. §252(a)(1).

I-24. Please identify all local exchange carriers that have agreed to let Verizon Wireless establish NPA-NXX in its local rate center, regardless of the actual delivery point of the associated calls, and have agreed to bear all transport costs to the point of delivery.

Objection. See General Objections 1, 2 and 3, which are incorporated by reference as if set forth at length. Verizon Wireless specifically objects to this request to the extent it seeks information relating to interconnection or other events occurring outside of Pennsylvania, on the ground that, to that extent, it is overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence.

Response. Subject to the foregoing objections, and without waiver thereof, Verizon Wireless responds as follows: Verizon Pennsylvania, Verizon North, and Sprint United.



Christopher M. Arfaa
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18th & Cherry Streets
Philadelphia, PA 19103
(215) 988-2700

Counsel for Cellco Partnership d/b/a
Verizon Wireless

DATED: January 26, 2004

CERTIFICATE OF SERVICE

I hereby certify that I have this day caused to be served a copy of the foregoing document upon the persons listed below by the means indicated in accordance with the requirements of 52 Pa. Code § 1.54:

Via Federal Express – Over Night Delivery and E-mail

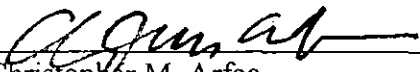
D. Mark Thomas, Esq.
Patricia Armstrong, Esq.
Thomas Thomas Armstrong & Niesen
212 Locust Street
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Via First Class Mail

Charles F. Hoffman, Esq. Office of Trial Staff Pennsylvania Public Utility Commission Commonwealth Keystone Building 400 North Street Harrisburg, PA 17105	Irwin A. Popowsky, Esq. Office of Consumer Advocate 555 Walnut Street, 5th Floor Forum Place Harrisburg, PA 17101-1923
Carol Pennington, Esq. Office of Small Business Advocate 1102 Commerce Building 300 North Second Street Harrisburg, PA 17101	

Dated: January 26, 2004


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(215) 988-2700

Counsel for
Cellco Partnership d/b/a Verizon Wireless

Before The
PENNSYLVANIA PUBLIC UTILITY COMMISSION

ORIGINAL

Re: Cellco Partnership d/b/a Verizon : Docket No. A-310489F7004
Wireless For Arbitration Pursuant to :
Section 252 of the Telecommunications :
Act of 1996 to Establish an :
Interconnection Agreement With :
ALLTEL Pennsylvania, Inc. :

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2004 JAN 27 PM 4:13
SECRETARY'S BUREAU

CERTIFICATE OF SERVICE

I hereby certify that I have this 27th day of January, 2004, served a true and correct copy of ALLTEL Pennsylvania, Inc.'s Motion to Dismiss Objections and Compel Responses of Cellco Partnership d/b/a Verizon Wireless to First Set of Interrogatories of ALLTEL Pennsylvania, Inc. upon the persons and in the manner indicated below:

VIA E-MAIL AND HAND DELIVERY

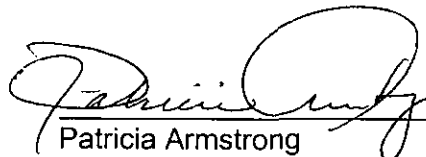
Honorable Robert A. Christianson
Chief Administrative Law Judge
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
2nd Floor West
P.O. Box 3265
Harrisburg, PA 17105-3265

Honorable Wayne L. Weismandel
Administrative Law Judge
Pennsylvania Public Utility Commission
2nd Floor West
Commonwealth Keystone Building
P.O. Box 3265
Harrisburg, PA 17105-3265

VIA E-MAIL AND FEDERAL EXPRESS

Christopher M. Arfaa
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NEW YORK
WASHINGTON
LOS ANGELES
SAN FRANCISCO
PRINCETON
FLORHAM PARK
BERWYN
WILMINGTON

January 30, 2004

Via Federal Express and Email

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
2nd Floor, Room-N201
400 North Street
Harrisburg, PA 17120

RECEIVED

JAN 30 2004

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

DOCUMENT

RE: Petition of Cellco Partnership d/b/a Verizon Wireless For Arbitration Pursuant to Section 252 of the Telecommunications Act of 1996, Docket No. A-310489F7004

Dear Secretary McNulty:

I enclose for filing in the above-referenced matter the original and three copies of the Answer of Cellco Partnership to Alltel Pennsylvania, Inc.'s Motion to Dismiss Objections and Compel Responses of Cellco Partnership d/b/a Verizon Wireless to First Set of Interrogatories of Alltel Pennsylvania, Inc.

Thank you for your assistance. Please do not hesitate to contact me if you have any questions regarding this matter.

Very truly yours,


Christopher M. Arfaa

CMA

Enclosures

cc: ALJ Wayne L. Weismandel
Certificate of Service

Established
1849

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ORIGINAL

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION
PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RECEIVED

JAN 30 2004

Petition of Cellco Partnership d/b/a Verizon :
Wireless For Arbitration Pursuant to :
Section 252 Of the Telecommunications : A-310489F7004
Act of 1996 to Establish an Interconnection :
Agreement With ALLTEL Pennsylvania, Inc. :

DOCKETED
MAR 01 2004

ANSWER OF CELLCO PARTNERSHIP
TO
ALLTEL PENNSYLVANIA, INC.'S MOTION TO DISMISS
OBJECTIONS AND COMPEL RESPONSES OF
CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS TO
FIRST SET OF INTERROGATORIES OF
ALLTEL PENNSYLVANIA, INC.

DOCUMENT

Pursuant to 52 Pa. Code § 5.342(e) and the Arbitration Proceeding Order issued January 8, 2004 by ALJ Wayne L. Weismandel, Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless") hereby answers ALLTEL Pennsylvania, Inc.'s Motion to Dismiss Objections and Compel Responses of Cellco Partnership d/b/a Verizon Wireless to First Set of Interrogatories of ALLTEL Pennsylvania Inc. ("ALLTEL"). In opposition to the motion, Verizon Wireless states as follows:

Introduction and Counterstatement of Facts

1. Verizon Wireless has answered each of ALLTEL's Interrogatories – a fact that is notably missing from ALLTEL's motion. *See Responses of Cellco Partnership to First Set of Interrogatories of ALLTEL Pennsylvania, Inc. Directed to Verizon Wireless* [hereinafter *Verizon Wireless Responses*] (attached hereto as Exhibit A). The only dispute of substance, and the gravamen of ALLTEL's motion, is whether ALLTEL is entitled to have Verizon Wireless first produce each and every interconnection arrangement Verizon Wireless has with local exchange

carriers across the nation (Interrogatories I-1 and I-2) and then analyze those agreements for certain rates and terms (Interrogatories I-3 through I-8 and I-20 through I-24). *See Verizon Wireless Responses* at 2-9, 13-16. As argued more fully below, these requests are improper because they are overbroad, burdensome and harassing in view of the short discovery and litigation deadlines in this proceeding and ALLTEL's inexcusably dilatory prosecution of discovery. In addition, they are unlikely to lead to the production of relevant, and thus admissible, evidence.¹

2. The scope and scale of ALLTEL's demands are vast. Verizon Wireless is the nation's largest wireless service provider, serving more than 37 million customer in 49 states. Verizon Wireless serves 97 of the top 100 markets for wireless service in the United States. In each of those markets, Verizon Wireless's customers make and receive calls to and from parties on the local landline network, thus causing Verizon Wireless to exchange traffic with the local exchange carrier. Verizon Wireless thus exchanges traffic with hundreds of local exchange carriers across the nation pursuant to more than 300 interconnection agreements.² Its interconnection records are stored at different locations.³

¹ As discussed more fully below, no discovery was withheld on the bases of General Objections 1 and 2 that was not covered by specific objections. Therefore, Verizon Wireless has withdrawn these objections, which had been incorporated by reference in response to specific interrogatories.

² A list of the agreements is attached hereto as Exhibit B.

³ The overbreadth, burdensomeness, and harassing nature of the disputed discovery requests is further illustrated by the fact that the agreements they seek are publicly available. The Telecommunications Act of 1996 (the "1996 Act") requires state commissions to make *all* interconnection agreements available for public inspection and copying immediately after approval. 47 U.S.C. § 252(h) ("A State commission shall make a copy of each agreement approved under subsection (e) and each statement approved under subsection (f) available for public inspection and copying within 10 days after the agreement or statement is approved.").

3. The burdensome, harassing nature of ALLTEL's requests is underscored by their timing. Section 5.331 of the Commission's Rules provides that the right to discovery commenced in this case when Verizon Wireless filed its petition for arbitration – or on November 26, 2003. 52 Pa. Code § 5.331(b). Although the Rules specifically provide that “[a] participant shall endeavor to initiate discovery as early in the proceedings as reasonably possible,” ALLTEL – fully cognizant of the federal statutory deadline applicable to this proceeding – waited until the close of business of January 20, 2004, *fifty-five (55) days* (or nearly *eight weeks*) after the filing of Verizon Wireless's petition, to promulgate its first set of discovery addressed to the positions set forth in that petition. ALLTEL thus has squandered *exactly half* of the 110 days state commissions have in which to arbitrate petitions filed on the 160th day after an interconnection request is made. *See* 47 U.S.C. § 262(b)(4)(C); *see also In Re Implementation of the Telecommunications Act of 1996*, Pa. PUC Docket No. M-00960799, at n.15 (June 3, 1996) (noting 110-day period for arbitration of petitions filed on 160th day). Since ALLTEL has long known Verizon Wireless's positions on the issues to be arbitrated, both from Verizon Wireless's petition and from other litigation, its last-minute imposition of extremely burdensome discovery requests allegedly to test those positions is nothing more than harassment of Verizon Wireless and its counsel during the testimony-preparation phase of this proceeding.

4. Before addressing the substance of ALLTEL's positions in detail, Verizon Wireless must address a number of factual misstatements in ALLTEL's motion and an improper attempt to amend two interrogatories.

First, ALLTEL mischaracterizes Verizon Wireless's objections. ALLTEL suggests that Verizon Wireless's objections consisted only of three “general objections” and then “specific references to each of [the] Interrogatories . . . as they relate to the General Objections.”

ALLTEL Motion ¶ 4. This is incorrect. While a number of the specific objections made in response to specific interrogatories incorporate one or more General Objections by reference to save space, a number of them also expressly state, or restate, specific grounds for objection. For example, objections to Interrogatories I-1 through I-8 and I-20 through I-24 specifically object to the demand for agreements and information relating to interconnection with non-Pennsylvania carriers. *See Verizon Wireless Responses* at 2-9, 13-16 (attached hereto as Exhibit A).⁴ In addition, Verizon Wireless has specifically objected to Interrogatories I-16, I-17 and I-19 on the ground that they seek legal conclusions rather than facts, although substantive responses are also provided. *See id.* at 12-13.⁵

Second, ALLTEL misstates the content of counsel's communication of the oral communication of the substance of Verizon Wireless's objections to counsel on January 21, 2004. *See* ALLTEL Motion ¶ 3. In fact, the undersigned communicated the substance of each of Verizon Wireless's objections during that conversation.

Third, although ALLTEL did request an opportunity to review Verizon Wireless's objections with counsel, and we did respond that we would be available to do so after the submission of direct testimony on January 23, 2004, ALLTEL's representation that "Verizon Wireless has not to date been willing to discuss refinement of the Interrogatories," ALLTEL Motion ¶ 18, is incorrect. ALLTEL made no attempt to "discuss refinement of the interrogatories" in light of Verizon Wireless's written objections and answers before filing its

⁴ Verizon Wireless's objections, which were timely served on January 22, 2004, were restated in Verizon Wireless's responses, which were timely served on January 26, 2004. For ease of reference, Verizon Wireless refers only to the latter document, which is attached as Exhibit A hereto. The objections served on January 22 are attached as Exhibit B to ALLTEL's motion.

⁵ These objections are not addressed by ALLTEL's motion.

motion to compel, nor did it present any of the “refinements” set forth in its motion prior to that time.⁶

Fourth, although ALLTEL admits that Verizon Wireless has answered interrogatories I-11 and I-18 as drafted, *see* ALLTEL Motion at ¶¶ 22-23, it nevertheless seeks to compel responses to those requests “as clarified” and “as refined” by the motion itself, *see id.* at page 16. ALLTEL is not entitled to an order compelling answers to what amount to new interrogatories that it has never propounded.

Finally, ALLTEL’s motion demands that Verizon Wireless be compelled to answer “all interrogatories as initially requested.” except as modified by the motion. This is improper because a number of interrogatories are subject to limited objections that are not the subject of ALLTEL’s motion.

5. The majority of ALLTEL’s motion is directed at Verizon Wireless’s “General Objections.” However, the discovery requests that ALLTEL primarily seeks to enforce – those seeking information about Verizon Wireless’s interconnection arrangements throughout the United States – are all the subject of specific objections on the grounds of burdensomeness and scope. *See* Objections to Interrogatories I-1 through I-8 and I-20 through I-22. As explained more fully below, Verizon Wireless has not declined to produce information or documents on

⁶ ALLTEL also complains that documents Verizon Wireless agreed to produce were not included with its responses to the Interrogatories. ALLTEL Motion at 2 n.1. ALLTEL’s purpose in raising this issue is unclear, since it is not part of the motion to compel. In any event, the requested documents were timely served on counsel for ALLTEL by depositing them with an express delivery service on January 26, 2004 for overnight delivery. As counsel for Verizon Wireless has explained to counsel for ALLTEL, Federal Express has confirmed the shipping date and has explained that the delay was due to severe weather conditions. Counsel for Verizon Wireless has since been advised that the documents were received on January 29, 2004.

any ground other than those set forth in specific objections expressly asserted in response to each interrogatory. Therefore, ALLTEL's attack on Verizon Wireless's "general objections" is moot.

6. The objections ALLTEL seeks to dismiss are of three sorts. The first, which, as explained below, is the only one that requires adjudication, consists of Verizon Wireless's objections to the production of information relating to Verizon Wireless's interconnection arrangements outside of Pennsylvania on the grounds that such requests are overbroad, unduly burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence. *See* Objections to Interrogatories I-1 through I-8 and I-20 through I-24, *Verizon Wireless Responses* at 2-9, 13-16 (attached hereto as Exhibit A). While this objection was stated as "General Objection No. 3," which was in turn expressly incorporated by reference in response to each Interrogatory in question, it was *also* separately articulated with respect to each such Interrogatory. Therefore, ALLTEL's argument relating to the propriety of incorporation of general objections by reference *does not apply* to these objections.

7. Second, Verizon Wireless objected to several interrogatories on the ground that, when read in conjunction with the definitions and instructions imposed by ALLTEL, they were so all encompassing as to be overly broad, burdensome and harassing. Once again, it must be emphasized that Verizon Wireless provided responsive answers to each and every one of ALLTEL's interrogatories.⁷ This objection, which was stated as a general objection and then expressly incorporated by reference into Verizon Wireless's objections to specific interrogatories, was interposed not to avoid answering but to protect the responding party from later allegations that its responses were incomplete, perhaps because information or a document

⁷ In response to Interrogatory I-13, Verizon Wireless's stated that its analysis is continuing and that it will provide a supplemental response when available.

from some non-Pennsylvania affiliate was not produced.⁸ However, upon further consideration, Verizon Wireless has determined that these difficulties are completely addressed by the specific objections raised by Verizon Wireless. No information or document was withheld on the basis of General Objection 2 beyond that withheld pursuant these other objections. Therefore, Verizon Wireless hereby *withdraws* General Objection 2.

8. The third group of objections to which ALLTEL's motion is directed is an incorporated objection (General Objection No. 1) to the instructions and definitions to the extent they seek to impose obligations beyond those imposed by the Commission's rules. This is a catchall objection that was intended to protect the responding party from charges of having made incomplete responses due to a construction of the definitions and instructions that ALLTEL might later assert. No information or document was withheld on the basis of this objection alone, and, upon review of ALLTEL's interpretation of similar instructions and definitions in its answers to the interrogatories propounded by Verizon Wireless, it is redundant and unnecessary. Therefore, Verizon Wireless hereby *withdraws* General Objection 1.

9. Thus, the only objections that must be considered pursuant to ALLTEL's motion are Verizon Wireless's objections to the production of information and agreements relating to each and every interconnection arrangement it may have throughout the United States on the grounds that such requests are overbroad, unduly burdensome and *harassing*, and not reasonably calculated to lead to the discovery of admissible evidence. *See Objections to Interrogatories I-1*

⁸ ALLTEL protests that this objection is somehow inappropriate because ALLTEL largely copied Verizon Wireless's instructions and definitions. This is both inaccurate and irrelevant because ALLTEL's definitions define the responding party as *any and all* Verizon Wireless affiliates, including those that do not provide service in Pennsylvania. By contrast, Verizon Wireless's corresponding definition was carefully limited to cover only those ALLTEL affiliates that provide telephone service in Pennsylvania.

through I-8 and I-20 through I-24, *Verizon Wireless Responses* at 2-9, 13-16 (attached hereto as Exhibit A).

10. Verizon Wireless wishes to inform the presiding officer that prior to filing this answer Verizon Wireless offered to provide a list of the more than 300 interconnection agreements to which it is a party throughout the United States in response to Interrogatory I-1⁹ and to provide agreements in response to ALLTEL Interrogatory I-2 with respect to the states identified at page 15 of ALLTEL's motion to compel: Pennsylvania (which have already been provided), California, Oklahoma, New York, New Jersey, Ohio, Delaware, Virginia and West Virginia. Verizon Wireless believes that much if not all of the information sought by Interrogatories I-3 through I-8 and I-20 through I-24 with respect to those states is contained in the agreements. We explained to ALLTEL that with the agreements in hand, ALLTEL will be in as good a position as Verizon Wireless to analyze the agreements, and to require Verizon Wireless to do so would go far beyond the limits on discovery imposed by the Commission's rules. We also explained that, given the extremely late date of the requests and the need to prepare our case, we could not agree to retrieve the agreements for the remaining forty or so states nor perform the analyses demanded by ALLTEL. ALLTEL rejected Verizon Wireless's offer, insisting on the relief demanded in its motion.¹⁰

11. ALLTEL's motion should be denied in its entirety. However, should the presiding officer decide otherwise, it should be granted only to the extent outlined in the preceding paragraph. To grant any additional relief would reward ALLTEL's dilatory and

⁹ This list is attached hereto as Exhibit B

¹⁰ The e-mail messages setting forth Verizon Wireless's offer and ALLTEL's response are attached hereto as Exhibit C.

harassing conduct and, more important, contravene the principles underlying the Commission's rules governing discovery and these arbitration proceedings.

Argument

12. ALLTEL's Interrogatory I-1 seeks the identity of each and every local exchange carrier ("LEC") with which Verizon Wireless exchanges traffic.¹¹ Interrogatory I-2 seeks a copy of the interconnection agreement between Verizon Wireless and each of those LECs. Interrogatories I-3 through I-8 and I-20 through I-24 then ask for information about various aspects and terms of Verizon Wireless's interconnection with each of those LECs. The Interrogatories define the scope of these requests to be the "United States." Verizon Wireless objected to each of these interrogatories on grounds of both undue burden and relevance in the following terms.

Verizon Wireless specifically objects to this request to the extent it seeks agreements relating to interconnection or other events occurring outside of Pennsylvania, on the ground that, to that extent, it is overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence.¹²

¹¹ To the best of Verizon Wireless's belief, the list attached as Exhibit B provides this information.

¹² Contrary to ALLTEL's implication, this objection was spelled out in response to each and every interrogatory to which it related. In *addition*, Verizon Wireless incorporated General Objection 3 into its objections to each request by reference. *Verizon Wireless Responses* at 2-9, 13-16 (attached hereto as Exhibit A). General Objection 3 states:

Verizon Wireless objects to the definition of "relevant geographic area" as the "United States" because, particularly in view of short discovery deadlines in this proceeding, it renders the individual interrogatories and document requests overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence.

Verizon Wireless Responses at 2.

Verizon Wireless Responses at 2-9, 13-16 (attached hereto as Exhibit A). In each case, without waiving the objection, Verizon Wireless provided the requested information and documents with respect to Pennsylvania carriers. *See id.*

A. In The Context Of This Proceeding, ALLTEL's Requests Would Cause Unreasonable Annoyance, Embarrassment, Oppression, Burden Or Expense To Verizon Wireless.

13. ALLTEL recites "general rules of discovery" in support of its motion, relying on platitudes from older cases in several jurisdictions that stress the traditionally broad scope of discovery and the liberality of various courts in applying general discovery principles. *See* ALLTEL Motion at page 6. Rather than canvassing the Federal Rules Decisions reporter for the familiar litany of judicial pronouncements on the other side of the issue, Verizon Wireless submits that such platitudes have little bearing on this proceeding. ALLTEL's recitation of the Pennsylvania Rules of Civil Procedure is similarly unhelpful. This is not a multi-year civil *trial* in the court of common pleas. This is a three-month administrative *arbitration*, which, by definition, is intended to be more efficient and streamlined than a judicial proceeding.

14. When implementing the local competition provisions of the 1996 Act, the Commission directed that "[t]he format and conduct of [arbitration] proceedings shall be designed with the primary objective of decreasing the time and resources associated with the proceedings." *In Re Implementation of the Telecommunications Act of 1996*, Pa. PUC Docket No. M-00960799 (June 3, 1996). In the Prehearing Conference Order of December 16, 2003, ALJ Chestnut emphasized that "there are limits on discovery and sanctions for abuse of the discovery process." Prehearing Conference Order, *In re Petition of Cellco Partnership d/b/a Verizon Wireless*, A-310489F7004 (Dec. 16, 2003) (citing 52 Pa. Code §§ 5.361, 5.371-5.372). ALLTEL's demands for copies of hundreds of non-Pennsylvania interconnection agreements and

then *analyses* of each of those agreements flouts these directives and thwarts the very purpose of using arbitration rather than traditional proceedings to resolve interconnection disputes.

15. As ALLTEL acknowledges, the Commission's rules do not permit discovery that "[w]ould cause unreasonable annoyance, embarrassment, oppression, burden or expense to the . . . participant," or that "[w]ould require the making of an unreasonable investigation by . . . a participant." 52 Pa. Code § 5.361(a)(2), (4); *see* ALLTEL Motion at 5. In the context of a 110-day interconnection arbitration proceeding, when a party waits 55 days – until two weeks before hearings – to request copies of hundreds of publicly-available documents scattered throughout the country and then, incredibly, to insist that the producing party analyze their terms at a time when the parties are preparing their rebuttal cases on extremely short deadlines, such demands can only be characterized as unreasonably annoying, oppressive, and burdensome, and as requiring an unreasonable investigation.

16. ALLTEL seeks to strike the objections relating to burden on the ground that they lack sufficient specificity. It is true that in the two days allowed for service of objections (during which it was preparing its direct testimony), Verizon Wireless did not provide a detailed description why these requests are overly broad, burdensome, and harassing. However, the abusive nature of the requests, which seek both copies and analyses of each and every interconnection agreement Verizon Wireless has with the vast majority of local exchange carriers in the United States of America, is self evident. It is well known, both to the industry and the public (and, undoubtedly, to ALLTEL), that Verizon Wireless is the largest wireless carrier in the nation. Obviously, it exchanges traffic with the local exchange carriers that are located

wherever it originate or terminates a local call.¹³ Furthermore, where Verizon Wireless originates traffic indirectly, Verizon Wireless does not know the identity of the carriers with which it exchanges traffic until it receives a bill or notice from the carrier, because a third party terminates the traffic to the terminating LEC. After Verizon Wireless learns the identity of a terminating carrier, it uses its best efforts to enter reciprocal compensation arrangements, in a timely manner.

17. ALLTEL nevertheless argues that Verizon Wireless has failed to comply with the Commission's requirement that objections to interrogatories shall include a description of the facts and circumstances purporting to justify the objection. However it is obvious that to demand that a national wireless carrier such as Verizon Wireless to identify each and every LEC throughout the nation with which it has "exchanged telecommunications traffic either directly or indirectly" (I-1), provide copies of its publicly-available interconnection agreements with those LECs (I-2), and explain the terms of each and every such interconnection agreement to ALLTEL (I-3 through I-8 and I-21 through I-24), all on the eve of the hearings in this arbitration, would cause "unreasonable annoyance, embarrassment, oppression, burden or expense" and "the making of an unreasonable investigation." In other words, by seeking copies and detailed analysis of Verizon Wireless's interconnection agreements with hundreds of LECs, the Interrogatories *themselves* provide the facts and circumstances justifying the objection on grounds of burden.

¹³ As noted above, Verizon Wireless serves 97 of the top 100 markets for wireless service in the United States. In each of those markets, Verizon Wireless's customers make and receive calls to and from parties on the local landline network, thus causing Verizon Wireless to exchange traffic with the local exchange carrier. Verizon Wireless thus exchanges traffic with scores of local exchange carriers across the nation pursuant to more than 300 interconnection agreements kept in multiple locations.

18. The Commission's rules require that their requirements be "liberally construed to secure the just, speedy and inexpensive determination of every action or proceeding to which [they are] applicable." 52 Pa. Code § 1.2(a). Under the January 8, 2003 Arbitration Proceeding Order, Verizon Wireless had one day in which to orally communicate its objections to ALLTEL and an additional day in which to serve them in written form. Whether by accident or design, ALLTEL timed the service of its interrogatories such that the date written objections were due was the same day direct testimony initially was due. Verizon Wireless respectfully submits that the degree of compliance with 52 Pa. Code § 5.342(c) demanded by ALLTEL in these particular circumstances is unwarranted and that, given the obvious overbreadth of the interrogatories at issue, section 5.342(c) should be liberally construed to give effect to Verizon Wireless's objections in this case.

19. In the alternative, to the extent Verizon Wireless's objections with respect to burden are deemed non-compliant with 52 Pa. Code § 5.342(c) even under the circumstances of this proceeding, Verizon Wireless respectfully requests that the requirement be waived in this instance pursuant to 52 Pa. Code § 1.2(c), which provides:

The Commission or presiding officer at any stage of an action or proceeding may waive a requirement of this subpart when necessary or appropriate, if the waiver does not adversely affect a substantive right of a participant.

Such a waiver in this case would not adversely affect any *substantive right* of a participant, for it is inconceivable that ALLTEL was unaware of the enormity of its requests, given the public knowledge of the scale of Verizon Wireless's operations. Furthermore, the extreme tardiness of ALLTEL's requests render it unlikely that the materials requested -- particularly the analyses of the interconnection agreements -- could have been provided in time for use in this proceeding.

B. ALLTEL Is Not Entitled to An Order Compelling Responses to Amended Interrogatories.

20. Verizon Wireless answered ALLTEL's Interrogatories I-11 and I-18 as drafted. However, ALLTEL now has attempted to "clarify" and "refine" them in its motion, *see* ALLTEL Motion at ¶¶ 22-23, and seeks to compel responses to those requests "as clarified" and "as refined," *see id.* at page 16. However, the "clarified" and "refined" interrogatories amount to new discovery requests that have not, in fact, been propounded, and ALLTEL is not entitled to an order compelling answers to what amount to interrogatories that it has never served. The proper procedure to obtain the information ALLTEL seeks is to serve the new interrogatories interrogatories or, at a minimum, to communicate the "clarifications" and "refinements" to counsel and negotiate a timeline for responses. ALLTEL has done neither of these things.

C. If ALLTEL's Motion Is Not Denied in Its Entirety, It Should Be Granted Only to the Extent of Verizon Wireless's Last Offer to Settle this Discovery Dispute.


21. As set forth above, ALLTEL's motion should be denied in its entirety. In the alternative, should the presiding officer be inclined to grant any of the discovery demanded by ALLTEL, Verizon Wireless respectfully requests that it be limited to the materials set forth in Verizon Wireless's last offer to ALLTEL to resolve this discovery dispute:

- a. A list of the more than 300 carriers with whom Verizon Wireless exchanges traffic across the United States (in response to Interrogatory I-1) (this list is in fact attached hereto as Exhibit B); and
- b. Copies of the interconnection agreements requested by Interrogatory I-2 with respect to the states identified at page 15 of ALLTEL's motion to compel: Pennsylvania (already provided to ALLTEL), California, Oklahoma, New York, New Jersey, Ohio, Delaware, Virginia and West Virginia.

22. Verizon Wireless believes that much if not all of the information sought by the remaining interrogatories at issue (at least with respect to the states listed above) is contained in the agreements. With the agreements in hand, ALLTEL will be in as good a position as Verizon Wireless to analyze the agreements, and to require Verizon Wireless to do so would go far beyond the limits on discovery imposed by the Commission's rules. Given the extremely late date of the requests and the looming hearing dates in this case (February 10 and 11, 2004), ALLTEL's demand that Verizon Wireless perform this investigation for ALLTEL is manifestly unjust and unreasonable. Furthermore, to countenance such demands would make a mockery of the Commission's discovery rules and severely disrupt this arbitration.

WHEREFORE, for all of the foregoing reasons, Verizon Wireless respectfully requests that ALLTEL's motion be DENIED in its entirety.

Respectfully submitted,



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DATED: January 30, 2004

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January 26, 2004

Via Federal Express – Overnight Delivery

Patricia Armstrong, Esq.
Thomas Thomas Armstrong & Niesen
212 Locust Street
Harrisburg, PA 17108-9500

RE: Petition of Celco Partnership d/b/a Verizon Wireless For Arbitration
Pursuant to Section 252 of the Telecommunications Act of 1996,
Docket No. A-310489F7004

Dear Ms. Armstrong:

I enclose the Responses of Celco Partnership to First Set of Interrogatories of Alltel Pennsylvania, Inc. Directed to Verizon Wireless in the referenced matter.

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

Very truly yours,


Christopher M. Arfaa

CMA/cms
Enclosure

cc: ALJ Wayne L. Weismandel (w/o encl.)
James J. McNulty, Secretary (w/o encl.)
Attached Certificate of Service (w/encl.)

Established
1849

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition of Cellco Partnership d/b/a Verizon	:	
Wireless For Arbitration Pursuant to	:	
Section 252 Of the Telecommunications	:	A-310489F7004
Act of 1996 to Establish an Interconnection	:	
Agreement With ALLTEL Pennsylvania, Inc.	:	

**RESPONSES OF CELLCO PARTNERSHIP
TO
FIRST SET OF INTERROGATORIES OF
ALLTEL PENNSYLVANIA, INC.
DIRECTED TO VERIZON WIRELESS**

Pursuant to 52 Pa. Code § 5.342 and the Arbitration Order entered by Hon. Wayne L. Weismandel on January 8, 2004, Petitioner, Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless") provides the following responses to the First Set of Interrogatories of ALLTEL Pennsylvania, Inc. ("ALLTEL") Directed to Verizon Wireless. These responses include objections previously served.

Objections to All Interrogatories Based Upon Definitions and Instructions

The following objections to the "Definitions and Instructions" set forth in ALLTEL's discovery request apply to each Interrogatory, unless the context of the interrogatory clearly shows that the objected-to instructions or definitions do not apply:

General Objection 1. Verizon Wireless objects to the definitions and instructions to the extent they purport to impose discovery obligations beyond those imposed by the Commission's rules.

General Objection 2. Verizon Wireless objects to the definitions of "communication," "communications," "concerning," "concern," "document," documents," "writing," "writings,"

"identify," "state the identity of," "Verizon Wireless," "Petitioner," "you" and "your" because, particularly in view of short discovery deadlines in this proceeding, they render the individual interrogatories and document requests overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence.

General Objection 3. Verizon Wireless objects to the definition of "relevant geographic area" as the "United States" because, particularly in view of short discovery deadlines in this proceeding, it renders the individual interrogatories and document requests overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence.

Objections to Individual Interrogatories and Document Requests

I-1. Please identify each and every local exchange carrier with whom you have exchanged telecommunications traffic either directly or indirectly during any of the past 24 months.

Objection. See General Objections 1, 2 and 3, which are incorporated by reference as if set forth at length. Verizon Wireless specifically objects to this request to the extent it seeks information relating to interconnection or other events occurring outside of Pennsylvania, on the ground that, to that extent, it is overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence.

Response. Subject to the foregoing objections, and without waiver thereof, Verizon Wireless responds as follows: Verizon Wireless has sought interconnection with all LECs in Pennsylvania with whom it terminates traffic directly and indirectly. Verizon Wireless has negotiated and entered voluntary interconnection arrangements pursuant to 47 U.S.C. § 252(a)(1) with the following carriers: North Pittsburgh Telephone, Commonwealth Telephone Company ("CTCO"), and its CLEC affiliate CTSI, LLC, United Telephone Company of Pennsylvania ("Sprint United"), Verizon Pennsylvania, Inc and Verizon North (formerly GTE). Verizon Wireless has sought interconnection with the following small/ or rural ILECs in Pennsylvania, but has not yet come to agreements through voluntary negotiations or arbitration: Bentleyville Communications Corporation d/b/a the Bentleyville Telephone Company, Yukon-Waltz Telephone Company, Laurel Highland Telephone Company, Palmerton Telephone Company, Marianna & Scenery Hill Telephone Company, Citizens Telephone Company of Kecksburg, The North-Eastern Pennsylvania Telephone Company, Denver & Ephrata Telephone & Telegraph Company d/b/a D&E Telephone Company, Buffalo Valley Telephone Company, Conestoga Telephone & Telegraph Company, Hickory Telephone Company, Ironton Telephone Company, Lackawaxen Telephone Company, Armstrong Telephone Company, Frontier Communication of Pennsylvania, Inc., Frontier Communication of Lakewood, Inc., Frontier Communication of Oswayo River, Inc., South Canaan Telephone Company, Pymatuning Independent Telephone Company, Pennsylvania Telephone Company.

I-2. Please identify, and list and provide a copy of each interconnection agreement you have with a local exchange carrier pursuant to which you are exchanging telecommunications traffic directly or indirectly.

Objection. See General Objections 1, 2 and 3, which are incorporated by reference as if set forth at length. Verizon Wireless specifically objects to this request to the extent it seeks agreements relating to interconnection or other events occurring outside of Pennsylvania, on the ground that, to that extent, it is overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence.

Response. Subject to the foregoing objections, and without waiver thereof, Verizon Wireless responds as follows: Verizon Wireless will provide paper copies of interconnection agreements with the following ILECs in Pennsylvania: Sprint United, Verizon Pennsylvania, Verizon North (formerly doing business as GTE North), North Pittsburgh Telephone, and Commonwealth Telephone Company.

I-3. With respect to each local exchange carrier with which you have exchanged traffic as identified in response to Interrogatory I-1, please identify how and pursuant to what terms and conditions or paragraph or section of any applicable agreement, transport and other costs associated with transport of Verizon Wireless originated telecommunications traffic or local exchange carrier originated traffic through a third party are billed, processed and paid.

Objection. See General Objections 1, 2 and 3, which are incorporated by reference as if set forth at length. Verizon Wireless specifically objects to this request to the extent it seeks information relating to interconnection or other events occurring outside of Pennsylvania, on the ground that, to that extent, it is overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence.

Response. Subject to the foregoing objections, and without waiver thereof, Verizon Wireless responds as follows: Verizon Pennsylvania: Section 6.1 sets forth the rates, terms and conditions for billing and collection of traffic exchanged with third party carriers, which transits Verizon Pennsylvania's tandems. Verizon North: Part IV, Section 5 sets forth the rates, terms and conditions for indirect interconnection arrangements, the rates terms and conditions for direct interconnection are set forth in Part IV, Sections 3.1, and 3.2. North Pittsburgh: Section 4.4.3, sets for the rates, terms and conditions for traffic, which is directly and indirectly exchanged with North Pittsburgh. Sprint United: Sections 4.2-4.2.4 of the agreement sets forth the rates, terms and conditions for traffic, which is directly and indirectly exchanged with Sprint United. Commonwealth Telephone ("CTCO"): Sections 2.1, and 2.2 sets forth the rates, terms and conditions for traffic, which is directly and indirectly exchanged with CTCO.

I-4. With respect to each local exchange carrier with which Verizon Wireless has exchanged traffic, as identified in response to Interrogatory I-1, please identify whether the applicable terms and conditions or agreement between Verizon Wireless and the local exchange carrier was negotiated or arbitrated, and whether the specific paragraph or section concerning indirect traffic to or through a third party transport were negotiated or arbitrated.

Objection. See General Objections 1, 2 and 3, which are incorporated by reference as if set forth at length. Verizon Wireless specifically objects to this request to the extent it seeks information relating to interconnection or other events occurring outside of Pennsylvania, on the ground that, to that extent, it is overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence.

Response. Subject to the foregoing objections, and without waiver thereof, Verizon Wireless responds as follows: All of the interconnection agreements entered with Verizon Wireless and the carriers set forth in response to I-3, are all negotiated. None of the rates, terms or conditions in these agreements was arbitrated.

I-5. With respect to each local exchange carrier with which you have exchanged traffic, as identified in response to Interrogatory I-1, in which the specific paragraph or section concerning indirect traffic to or through a third party transport was arbitrated, please provide a copy of the applicable jurisdictional regulatory commission decision that arbitrated the agreement.

Objection. See General Objections 1, 2 and 3, which are incorporated by reference as if set forth at length. Verizon Wireless specifically objects to this request to the extent it seeks documents relating to interconnection or other events occurring outside of Pennsylvania, on the ground that, to that extent, it is overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence.

Response. Subject to the foregoing objections, and without waiver thereof, Verizon Wireless responds as follows: Verizon Wireless has not arbitrated any of the agreements set forth in the response to I-1.

I-6. For each interconnection agreement identified in response to Interrogatory I-2, what are the rates charged by you, the local exchange carrier and both such parties for transport and termination of (a) telecommunications traffic exchanged on a direct basis with the local exchange carrier and (b) telecommunications traffic exchanged on an indirect basis with the local exchange carrier?

Objection. See General Objections 1, 2 and 3, which are incorporated by reference as if set forth at length. Verizon Wireless specifically objects to this request to the extent it seeks information relating to interconnection or other events occurring outside of Pennsylvania, on the ground that, to that extent, it is overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence.

Response. Subject to the foregoing objections, and without waiver thereof, Verizon Wireless responds as follows: Prior to the passage of the FCC's ISP order, the Sprint United agreement had an end office rate of \$.005951, an indirect rate of \$0.007784, and a tandem rate of \$.010834. Similarly, the Verizon North agreement had an end office rate of \$.0052, and tandem of \$.0079, in the mobile to land direction, and termination in the land to mobile direction at the switch was at the tandem rate. The Verizon PA rates were \$.003, and \$.005 in the mobile to land direction for traffic terminated at Verizon PA's end offices, and tandems, respectively. In the land to mobile direction, Verizon PA paid the tandem rate of \$.005. In accordance with the FCC's ISP Order¹, the rates for Sprint United, Verizon PA, and Verizon North were all amended to \$.0007 per MOU. The ISP rate applies reciprocally for end office, indirect, and tandem termination.

The rate in the CTCO agreement is a reciprocal blended rate of \$.030 for direct and indirect traffic. The rate in the North Pittsburgh agreement is reciprocal blended rate \$.019 for direct traffic. The North Pittsburgh agreement provides for multiple direct connections at tandem switches, and specific end offices, indirect traffic exchanged is subject to ITORP rate.

I-7. For each rate provided in response to Interrogatory I-6 (relating to transport and termination rates charged to or by local exchange carriers), please describe how the rate, and each of its elements, was determined.

¹ See *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Competition Provisions for ISP-Bound Traffic*, FCC Docket 01-131, CC Docket Nos. 96-98 and 99-68 (April 2001) (the "ISP Order").

Objection. See General Objections 1, 2 and 3, which are incorporated by reference as if set forth at length. Verizon Wireless specifically objects to this request to the extent it seeks information relating to interconnection or other events occurring outside of Pennsylvania, on the ground that, to that extent, it is overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence.

Response. Subject to the foregoing objections, and without waiver thereof, Verizon Wireless responds as follows: Verizon North, Verizon PA and Sprint United: The rates in the Verizon Pennsylvania, Verizon North, and Sprint United Agreements are equivalent to the rate Verizon Pennsylvania pays other CLECs for termination of traffic to Internet Service Providers. This rate is based upon an Order by the FCC, and these rates are not based upon forward-looking costs. *See In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Competition Provisions for ISP-Bound Traffic*, FCC Docket 01-131, CC Docket Nos. 96-98 and 99-68 (April 2001). Prior to the adoption of the ISP rates, the rates charged by Sprint United, Verizon North and Verizon PA were all based upon forward-looking costs. Verizon Wireless has never reviewed any costs studies for these rates, but accepted the rates as part of a negotiated contract.

Commonwealth and North Pittsburg: The rate in the Commonwealth Telephone agreements, was negotiated, and not based upon forward-looking costs. The rate with North Pittsburgh was a negotiated rate, not based upon costs. The indirect rate in the North Pittsburgh agreement is also part of a negotiated agreement, however this rate is based upon the ITORP settlement process rather than forward- looking costs. Verizon Wireless has terminated the North Pittsburg agreement and seeks to renegotiate an agreement to supersede this agreement. The term of the North Pittsburg agreement is set to expire on April 25, 2004.

I-8. For each rate provided in response to Interrogatory I-6 (relating to transport and termination rates charged to or by local exchange carriers under existing interconnection agreements), please state whether that rate is based on the forward-looking economic cost of transport and termination and provide a copy of each and every cost study, including backup, relating to the rate.

Objection. See General Objections 1, 2 and 3, which are incorporated by reference as if set forth at length. Verizon Wireless specifically objects to this request to the extent it seeks information and documents relating to interconnection or other events occurring outside of Pennsylvania, on the ground that, to that extent, it is overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence.

Response. Subject to the foregoing objections, and without waiver thereof, Verizon Wireless responds as follows: See Response to I-7. Verizon Wireless does not have any cost studies for these negotiated agreements. Based upon the reasonableness of the proposed rates, Verizon Wireless did not request cost studies from Verizon PA, Verizon North or Sprint United. Verizon Wireless did not request cost studies from CTCO or North Pittsburg, because these agreements were negotiated.

I-9. What are the rates that Verizon Wireless proposes for transport and termination of (a) telecommunications traffic exchanged on a direct basis with ALLTEL and (b) telecommunications traffic exchanged on an indirect basis with ALLTEL?

Response. Verizon Wireless is proposing a single blended rate for the exchange of traffic for direct and indirect interconnection. This rates is \$.0078 for Type 2A, Type 2B, and Indirect Connection.

I-10. For each rate provided in response to Interrogatory I-9 (regarding rates proposed for the transportation and termination of telecommunications traffic exchanged with ALLTEL), please describe how the rate, and each of its elements, was determined. Please include in your answer identification of each network functionality that Verizon Wireless contends is required to provide each termination arrangement.

Response. The results of the ALLTEL cost study do not represent information that can be relied upon to calculate an alternative cost proposal, and therefore a best in class approach was followed to determine the rate set forth in response to I-9. Verizon Wireless's reciprocal compensation rate is based upon the rates of other similar ILECs in Pennsylvania. Relevant cost information that is specific to Pennsylvania is available from at least three (3) other sources. All of this information is attached to the testimony of Don J. Wood, filed on January 23, 2004 in this proceeding. First, Verizon Pennsylvania Inc. ("Verizon PA") has tariffed rates for unbundled services, including the network elements at issue in this proceeding. United Telephone Company of Pennsylvania ("Sprint") and Frontier Communications of Pennsylvania ("Frontier") have switched access tariff containing the same functionality. While switched access is not limited by the §252 pricing constraints, it can serve as an upper bound of reasonableness for these network elements. Third, Verizon Wireless currently has agreed-upon rates for intercarrier compensation with Verizon North and Sprint. These rates, were used as the basis for the rate proposed by Verizon Wireless.

I-11. For each rate provided in response to Interrogatory I-9 (regarding rates proposed for the transportation and termination of telecommunications traffic exchanged with ALLTEL), please identify and provide copies of all cost models, cost inputs, and cost assumptions relating to the rate or its determination, including all supporting documentation of any network functionality that Verizon Wireless uses to terminate a call originated by Verizon Wireless. Please include in your response electronic copies of the cost models, populated with the itemized inputs, assumptions and formulas used by Verizon Wireless. The model should be provided in a format that will enable ALLTEL to review, analyze and change any aspect of model, assumptions and inputs.

Objection. See General Objections 1 and 2, which are incorporated by reference as if set forth at length.

Response. Subject to the foregoing objections, and without waiver thereof, Verizon Wireless responds as follows: It is unclear what is sought by the question as posed, because Verizon Wireless does not use its network to terminate calls "originated by Verizon Wireless." Verizon Wireless is seeking reciprocal compensation rates in accordance with Section 252(d)(2) of the act, not asymmetrical rates, and therefore Verizon Wireless has not relied on a cost model to provide its proposed rate in I-9.

I-12. What is the approximate ratio of telecommunications traffic that ALLTEL originates to Verizon Wireless (mobile-to-land) to telecommunications traffic that Verizon Wireless originates to ALLTEL (land-to-mobile)? (Recall that "telecommunications traffic" is defined as "telecommunications traffic exchanged between a local exchange carrier and a commercial mobile service provider that, at the beginning of the call, originates and terminates in the same Major Trading Area, as defined in [47 CFR] § 24.202(a).") Please describe in detail the basis for your answer.

Response. Verizon Wireless is in the process of analyzing traffic collected at its switch. After preliminary analysis, it appears that the percentage of land- originated calling is increasing to 60 percent of the total traffic exchanged between the parties. Verizon Wireless is preparing data for disclosure and will supplement this interrogatory as soon as the information is compiled.

I-13. With respect to the traffic ratio set forth in response to Interrogatory I-12, please provide all supporting data, including but not limited to traffic studies, traffic reports, and any other documentation which supports the traffic ratio asserted by Verizon Wireless.

Objection. See General Objections 1 and 2, which are incorporated by reference as if set forth at length.

Response. Subject to the foregoing objections, and without waiver thereof, Verizon Wireless responds as follows: Once the above- discussed analysis is complete, Verizon Wireless will provide the requested information.

I-14. Is Verizon Wireless currently originating and transmitting any telecommunications traffic to ALLTEL through trunk groups, which connect Verizon Wireless to Verizon Communications tandem facilities? If so, please state the monthly volume of that telecommunications traffic.

Response. Yes. Verizon Wireless sends approximately 4,600,000 minutes of traffic indirectly to ALLTEL each month.

I-15. If Verizon Wireless is currently originating and transmitting any telecommunications traffic to ALLTEL through trunk groups which connect Verizon Wireless to Verizon Communications tandem facilities, to what extent is that traffic dialed by Verizon Wireless customers on a local basis?

Response. The number of digits dialed by a Verizon Wireless customer to complete a call to ALLTEL's customers in Pennsylvania do not affect whether the call is billed as a toll or local call. Verizon Wireless offers flat rate service plans to its customers.

I-16. For purposes of determining the applicability of reciprocal compensation rates, how does Verizon Wireless propose to define telecommunications traffic originated by Verizon Wireless subscribers, indirectly transported to ALLTEL, and then terminated by ALLTEL to its customers? Please describe the basis for your proposed definition in detail.

Objection. See General Objection 1, which is incorporated by reference as if set forth at length. Verizon Wireless also specifically objects to this interrogatory to the extent it requests legal conclusions on the ground that, to that extent, the interrogatory is not reasonably calculated to lead to the discovery of admissible evidence.

Response. Subject to the foregoing objections, and without waiver thereof, Verizon Wireless responds as follows: Verizon Wireless proposes to define local telecommunications traffic for the purposes of reciprocal compensation in accordance with Sections 51.100, 51.701, and 51.703 of the FCC's Rules. See 47 C.F.R. §§ 51.100, 51.701, 51.703.

I-17. For purposes of determining the applicability of reciprocal compensation rates, how does Verizon Wireless propose to define telecommunications traffic originated by ALLTEL's subscribers, indirectly transported to Verizon Wireless, and then terminated by Verizon Wireless to its customers? Please describe the basis for your proposed definition in detail.

Objection. See General Objection 1, which is incorporated by reference as if set forth at length. Verizon Wireless also specifically objects to this interrogatory to the extent it requests

legal conclusions on the ground that, to that extent, the interrogatory is not reasonably calculated to lead to the discovery of admissible evidence.

Response. Subject to the foregoing objections, and without waiver thereof, Verizon Wireless responds as follows: Verizon Wireless proposes to define local telecommunications traffic for the purposes of reciprocal compensation in accordance with Sections 51.100, 51.701, and 51.703 of the FCC's Rules. See 47 C.F.R. §§ 51.100, 51.701, 51.703.

I-18. Please identify the geographic area comprising Verizon Wireless's Major Trading Area in comparison to the ALLTEL tandems in Pennsylvania.

Response. Verizon Wireless is unclear what information is being sought by this question. Verizon Wireless provides service to all regions of Pennsylvania. ALLTEL provides telecommunications service to specific geographic areas within Pennsylvania.

I-19. Is it Verizon Wireless' position that ALLTEL is required to meet Verizon Wireless at any point in Verizon Wireless's MTA and share in the payment for the costs of the facilities for both direct and indirect traffic. If the answer is in the affirmative, please explain the basis of your answer.

Objection. See General Objection 1, which is incorporated by reference as if set forth at length. Verizon Wireless also specifically objects to this interrogatory to the extent it requests legal conclusions on the ground that, to that extent, the interrogatory is not reasonably calculated to lead to the discovery of admissible evidence.

Response. Subject to the foregoing objections, and without waiver thereof, Verizon Wireless responds as follows: Yes. See Sections 51.100, 51.701, and 51.703 of the FCC's Rules. See 47 C.F.R. §§ 51.100, 51.701, and 51.703.

I-20. Please list and identify all local exchange carriers with which Verizon Wireless has been negotiating, arbitrating or mediating during the last 18 months any interconnection terms and conditions with respect to any of the unresolved issues that have been identified in this proceeding.

Objection. See General Objections 1, 2 and 3, which are incorporated by reference as if set forth at length. Verizon Wireless specifically objects to this request to the extent it seeks information relating to interconnection or other events occurring outside of Pennsylvania, on the ground that, to that extent, it is overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence.

Response. Subject to the foregoing objections, and without waiver thereof, Verizon Wireless responds as follows: See Response to I-1. With respect to Pennsylvania, Verizon Wireless has been unable to arbitrate due to pending dispute concerning the scope of the rural LECs' exemptions from the Section 252 arbitration process. The substantive disputes over indirect interconnection are virtually identical to this proceeding.

I-21. Identify all local exchange carriers with which you exchange traffic and the parties use any asymmetric reciprocal compensation rates.

Objection. See General Objections 1, 2 and 3, which are incorporated by reference as if set forth at length. Verizon Wireless specifically objects to this request to the extent it seeks information relating to interconnection or other events occurring outside of Pennsylvania, on the ground that, to that extent, it is overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence.

Response. Subject to the foregoing objections, and without waiver thereof, Verizon Wireless responds as follows: None. Verizon Wireless is not proposing asymmetrical rates with ALLTEL. Verizon Wireless asserts it is entitled to bill ALLTEL at the tandem rate based upon the FCC's rules and the geographic area served by its switch.

I-22. Identify all local exchange carriers and all locations with respect to which you are billing tandem switching even though the local exchange carrier is not billing you tandem switching.

Objection. See General Objections 1, 2 and 3, which are incorporated by reference as if set forth at length. Verizon Wireless specifically objects to this request to the extent it seeks information relating to interconnection or other events occurring outside of Pennsylvania, on the ground that, to that extent, it is overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence.

Response. Subject to the foregoing objections, and without waiver thereof, Verizon Wireless responds as follows: None. Where Verizon Wireless uses a blended rate for reciprocal compensation, the tandem and end office termination rates are the same, and applied reciprocally.

I-23. Identify all local exchange carriers that have agreed or have been required to provide facilities or bear the cost of transport or facilities that are located outside the local exchange carriers service territory.


Objection. See General Objections 1, 2 and 3, which are incorporated by reference as if set forth at length. Verizon Wireless specifically objects to this request to the extent it seeks information relating to interconnection or other events occurring outside of Pennsylvania, on the ground that, to that extent, it is overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence.

Response. Subject to the foregoing objections, and without waiver thereof, Verizon Wireless responds as follows: None. As discussed above all of the agreements provided were voluntarily negotiated under Section 252(a)(1) of the Act. See 47 U.S.C. §252(a)(1).

I-24. Please identify all local exchange carriers that have agreed to let Verizon Wireless establish NPA-NXX in its local rate center, regardless of the actual delivery point of the associated calls, and have agreed to bear all transport costs to the point of delivery.

Objection. See General Objections 1, 2 and 3, which are incorporated by reference as if set forth at length. Verizon Wireless specifically objects to this request to the extent it seeks information relating to interconnection or other events occurring outside of Pennsylvania, on the ground that, to that extent, it is overbroad, burdensome and harassing, and not reasonably calculated to lead to the discovery of admissible evidence.

Response. Subject to the foregoing objections, and without waiver thereof, Verizon Wireless responds as follows: Verizon Pennsylvania, Verizon North, and Sprint United.



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(215) 988-2700

Counsel for Cellco Partnership d/b/a
Verizon Wireless

DATED: January 26, 2004

CERTIFICATE OF SERVICE

I hereby certify that I have this day caused to be served a copy of the foregoing document upon the persons listed below by the means indicated in accordance with the requirements of 52 Pa. Code § 1.54:

Via Federal Express – Over Night Delivery and E-mail

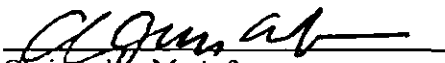
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Via First Class Mail

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Carol Pennington, Esq. Office of Small Business Advocate 1102 Commerce Building 300 North Second Street Harrisburg, PA 17101	

Dated: January 26, 2004


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PROPRIETARY INFORMATION

Docket Number A-310489 F7004

Name of Document Verizon Wireless
Interconnection Agreements

Date Document Received 1-30-2004

DOCUMENT CONTAINS

PROPRIETARY INFORMATION

Arfaa, Christopher M.

From: Patricia Armstrong [parmstrong@ttanlaw.com]
Sent: Friday, January 30, 2004 2:41 PM
To: Arfaa, Christopher M.
Subject: RE: ALLTEL-Verizon Wireless Arbitration -- A-310489F7004
Importance: High

I have spoken to ALLTEL

They are willing to accept the list of interconnection agreements and then limit the scope for copies of actual agreements (specifically including all amendments) to the states indicated. Please note with respect to what you have already provided, one entire agreement-- the Verizon Pa/ Verizon Wireless agreement -- is missing in total. Also - we believe there are missing amendments to what was sent. As to these however, we would like to know if they were arbitrated (since we doubt if we can tell from the face of the agreement) and if arbitrated - the docket number and state. These will be of limited number. This would resolve questions our Motion as to interrogatories 1 through 8.

However, with respect to the requests 19 to 24 we still want answers as originally asked. Also we want answers to 11 and 18 as clarified in our Motion. We think that your unique positions make the questions totally appropriate. We also believe that many of the answers may be none or otherwise short answers.

-----Original Message-----

From: Christopher.Arfaa@dbr.com [mailto:Christopher.Arfaa@dbr.com]
Sent: Friday, January 30, 2004 12:43 PM
To: parmstrong@ttanlaw.com; dmthomas@ttanlaw.com
Cc: Elaine.Critides@VerizonWireless.com
Subject: ALLTEL-Verizon Wireless Arbitration -- A-310489F7004
Importance: High

Patty--

The agreements sought by ALLTEL are scattered around the country--this makes sense when one recalls that Verizon Wireless is the recent amalgamation of a number of geographically diverse carriers.

However, in a final effort to resolve this discovery dispute amicably and thus avoid wasting Judge Weisman's time, Verizon Wireless hereby offers, in exchange for the immediate withdrawal of ALLTEL's motion to dismiss objections and to compel responses, to provide a list of the more than 300 interconnection agreements to which it is a party throughout the United States in response to Interrogatory I-1 and to provide responses to ALLTEL Interrogatory I-2 with respect to the states identified at page 15 of ALLTEL's motion to compel: Pennsylvania (already provided, as you know), California, Oklahoma, New York, New Jersey, Ohio, Delaware, Virginia and West Virginia. Verizon Wireless believes that much if not all of the information sought by Interrogatories I-3 through I-8 and I-20 through I-24 with respect to those states is contained in the agreements. With the agreements in hand, ALLTEL will be in as good a position as Verizon Wireless to analyze the agreements, and it is our position that to require Verizon Wireless to do so would go far beyond the limits on discovery imposed by the Commission's rules. Given the extremely late date of the requests and the need to prepare our case, we will not agree to provide agreements or data on the nationwide basis demanded by ALLTEL.

I would ask that you provide ALLTEL's response as soon as practicable so I can stop the filing of our answer to your motion.

I will now follow up by phone to ensure you have received this message.

Chris

1/30/2004

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This message contains information which may be confidential and privileged. Unless you are the addressee (or authorized to receive for the addressee), you may not use, copy or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply e-mail@dbr.com, and delete the message.

Thank you very much.

CERTIFICATE OF SERVICE

I, Christopher M. Arfaa, hereby certify that I have this day caused to be served a copy of: the Answer of Cellco Partnership to ALLTEL Pennsylvania, Inc.'s Motion to Dismiss Objections and Compel Responses . . . to First Set of Interrogatories of ALLTEL Pennsylvania, Inc. in Docket No. A-310489F7004 upon the persons listed below by the means indicated in accordance with the requirements of 52 Pa. Code § 1.54:

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Dated: January 30, 2004


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Counsel for
Cellco Partnership d/b/a Verizon Wireless