

Thomas, Thomas Armstrong & Niesen

Attorneys and Counsellors at Law

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2004 JAN 12 PM 4:16

SECRETARY'S BUREAU

PATRICIA ARMSTRONG

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CHARLES E. THOMAS
(1913 - 1998)

January 12, 2004

ORIGINAL

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

DOCUMENT
FOLDER

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

Dear Secretary McNulty:

Enclosed for filing are an original and three (3) copies of ALLTEL Pennsylvania, Inc.'s
Motion for Admission Pro Hac Vice in the above referenced proceeding.

Copies of the Motion 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.)

RJP

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ORIGINAL

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BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

2004 JAN 12 PM 4:16
P.U.C.
SECRETARY'S BUREAU

In Re: Cellco Partnership d/b/a Verizon Wireless : Docket No.
For Arbitration Pursuant to Section 252 of the : A-310489 *F 7604*
Telecommunications Act of 1996 :

DOCUMENT
FOLDER

**MOTION FOR ADMISSION
*PRO HAC VICE***

Pursuant to Section 1.22 of the Pennsylvania Public Utility Commission's Rules of Administrative Practice and Procedure, 52 Pa. Code § 1.22, Patricia Armstrong, a member in good standing of the Bar of the Supreme Court of Pennsylvania, hereby respectfully moves for admission *pro hac vice* of the following individual to appear in the above-captioned proceeding as an attorney on behalf of ALLTEL Pennsylvania, Inc. ("ALLTEL"):

DOCKETED
FEB 18 2004

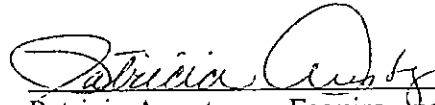
Stephen Rowell
Senior Vice President – State Government Affairs
ALLTEL Corporate Services
One Allied Drive
Little Rock Arkansas 72202
Telephone: 501 905 8460
Facsimile: 501 905 4443
Email: Stephen.B.Rowell@alltel.com

In support thereof, I state the following:

1. I am currently an active member of the Pennsylvania Bar (Attorney I.D. No. 23725) in practice at Thomas, Thomas, Armstrong & Niesen, 212 Locust Street, Suite 500, Harrisburg, PA 17108-9500.
2. Stephen B. Rowell is a member in good standing of the Bars of the States of Arkansas, Attorney I.D. No. 81037 and Florida, Attorney I.D. No. 0789917.

WHEREFORE, I move that Stephen B. Rowell, Esquire be admitted to practice *pro hac vice* on behalf of ALLTEL Pennsylvania, Inc. in the above-captioned proceeding.

Respectfully submitted,



Patricia Armstrong, Esquire parmstrong@tlanlaw.com
D. Mark Thomas, Esquire dmthomas@tlanlaw.com
Regina L. Matz, Esquire rmatz@tlanlaw.com
THOMAS, THOMAS, ARMSTRONG & NIESEN
212 Locust Street, Suite 500
Harrisburg, PA 17108-9500
Telephone: 717 255-7600
Facsimile: 717 236-8278

Counsel for ALLTEL Pennsylvania, Inc.

Date: January 12, 2004

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2004 JAN 12 PM 4:16
SECRETARY'S BUREAU

Before The
PENNSYLVANIA PUBLIC UTILITY COMMISSION

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

CERTIFICATE OF SERVICE

I hereby certify that I have this 12th day of January, 2004, served a true and correct copy of the foregoing Motion for Admission Pro Hac Vice on behalf of ALLTEL Pennsylvania, Inc. upon the persons and in the manner listed below:

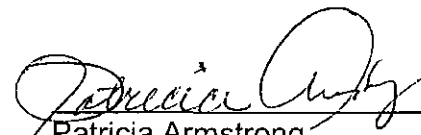
HAND DELIVERY

Honorable Robert A. Christianson
Chief Administrative Law Judge
Pennsylvania Public Utility Commission
2nd Floor West
Commonwealth Keystone Building
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

FIRST CLASS MAIL, POSTAGE PREPAID

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


Patricia Armstrong

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2004 JAN 12 PM 4:16
SECRETARY'S BUREAU

ORIGINAL

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- SAN FRANCISCO
- PRINCETON
- FLORHAM PARK
- BERWYN
- WILMINGTON

January 14, 2004

Via Federal Express – Overnight Delivery

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

RECEIVED

JAN 14 2004

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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 Verizon Wireless's Motion to Compel Discovery Responses.

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

DOCUMENT

Very truly yours,


Christopher M. Arfaa

CMA

Enclosures

cc: ALJ Wayne L. Weismandel
Certificate of Service

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ORIGINAL RECEIVED
BEFORE THE

PENNSYLVANIA PUBLIC UTILITY COMMISSION

JAN 14 2004
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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. :

DOCUMENT

MOTION TO COMPEL DISCOVERY RESPONSES

Pursuant to 52 Pa. Code §§ 5.342(e) and 5.349(d), Petitioner, Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless") hereby moves for an Order compelling Respondent, ALLTEL Pennsylvania, Inc. ("ALLTEL") to provide materials responsive to Verizon Wireless's First Set of Interrogatories. In support of this Motion, Verizon Wireless states as follows:

Statement of Facts

1. On December 19, 2003, Verizon Wireless served its First Set of Interrogatories on ALLTEL by overnight delivery service. A copy of the First Set of Interrogatories of Verizon Wireless Directed to ALLTEL Pennsylvania, Inc. is attached hereto as Exhibit A.

2. Verizon Wireless's First Set of Interrogatories contained requests for production as provided by 52 Pa. Code § 341(c).

DOCKETED
FEB 25 2004

3. Interrogatory I-13 stated as follows:

For each rate provided in response to Interrogatory I-11 (regarding rates proposed for the transportation and termination of telecommunications traffic exchanged with Verizon Wireless), please identify and provide copies of all cost models, cost inputs, and cost assumptions relating to the rate, including all supporting documentation of any network functionality that ALLTEL uses to terminate a call originated by Verizon Wireless. **Please include in your response functioning electronic copies of the cost models, populated with the inputs and assumptions used by ALLTEL, in a format that allows the user to change inputs and assumptions and recalculate results.**

(Exhibit A, at 9 (emphasis added).)

4. ALLTEL did not serve any objections to any of Verizon Wireless's First Set of Interrogatories.

5. Verizon Wireless had originally requested the cost studies and models requested by Interrogatory I-13 from ALLTEL during the course of negotiations on November 21, 2003.

6. On or about December 22, 2003, ALLTEL provided an electronic copy of the cost model to Verizon Wireless. A copy of the December 22, 2003 e-mail message from J. Dolan of ALLTEL to M. Sterling of Verizon Wireless transmitting the model is attached hereto as Exhibit B.

7. The December 22, 2003 transmittal e-mail from ALLTEL to Verizon Wireless stated as follows:

Marc,

Attached are the indirect cost study files per the Verizon Wireless request. The model and cost calculations are in file RecipCompw_Ver1.xls. All investment and cost factors used are on the Input worksheet. Sheets are protected with a <blank> [sic] password, so Verizon can unprotect and play with the model as they desire. The Support file contains development of the key factors used in our study. If you have questions please email them to me and I will get them to the cost department.

Jimmy Dolan
Manager - ALLTEL Negotiations
(501)905-7873 Desk
(501)905-6299 Fax
jimmy.dolan@alltel.com <<mailto:jimmy.dolan@alltel.com>>

(Exhibit B.)

8. Verizon Wireless subsequently provided the December 22 electronic copy of ALLTEL's cost model to Verizon Wireless's cost experts. Verizon Wireless's cost experts informed Verizon Wireless that, contrary to the representation in the December 22, 2003

transmittal e-mail, the spreadsheets in the cost model were not accessible. Thus, the cost model provided was not in "a format that allows the user to change inputs and assumptions and recalculate results," as had been requested in Interrogatory I-13.

9. On December 30, 2003, Mr. Marc Sterling of Verizon Wireless left a voice mail message for Mr. Jimmy Dolan of ALLTEL informing Mr. Dolan of the inability of Verizon Wireless's experts to access the protected fields of the cost study and asking that Verizon Wireless's experts be permitted to work directly with ALLTEL's cost experts to resolve such problems quickly. On January 5, 2004, Mr. Sterling sent Mr. Dolan an e-mail that confirmed his voice-mail message and reiterated his requests. This e-mail, which is attached hereto as Exhibit C, stated as follows:

Jimmy,

As I noted in the voice message I left for you late on the afternoon of December 30, 2003, our cost experts are having difficulty working with the cost study spreadsheets provided by ALLTEL. Specifically, we're not able to unprotect fields that are protected in the spreadsheets. As part of the request I submitted on November 21, 2003, I asked that our cost experts be able to work directly with ALLTEL's costs experts. This would allow quick resolution to problems such as those currently being encountered.

Please provide the information necessary to allow our cost expert to unprotect spreadsheet fields as necessary. In addition, please let me know if ALLTEL will agree to allow direct communication between the cost experts. If so, please provide contact information for ALLTEL's cost expert.

Thanks,
Marc
678-339-4276

(Exhibit C.)

10. On January 8, 2004, since ALLTEL had not responded to Mr. Sterling's requests or provided the necessary access to its cost model's, the undersigned counsel for Verizon

Wireless called counsel for ALLTEL to request the passwords required to gain access to the model and to remind ALLTEL that such access had been requested in Verizon Wireless's First Set of Interrogatories. Patricia Armstrong, Esq., responded that ALLTEL intended to address Verizon Wireless's request during a meeting between in-house personnel for both parties that was scheduled on January 12, 2003 for the purpose of narrowing the issues to be arbitrated in this proceeding. During this conversation, the undersigned informed counsel for ALLTEL that Verizon Wireless's cost expert needed the requested access to the model no later than that date in order to develop Verizon Wireless's direct testimony by the scheduled filing date. The undersigned informed counsel for ALLTEL that if the cost study was not provided in the format requested by Interrogatory I-13, Verizon Wireless would have no choice but to file a motion to compel.

11. On January 9, 2004, ALLTEL provided access to the cost model sufficient to view the values used by ALLTEL but did not provide access that would allow Verizon Wireless's cost experts to perform sensitivity tests and recalculate results using alternative inputs, as had been requested both informally and in Interrogatory I-13. On the morning of January 12, 2004, Mr. Sterling sent an e-mail (attached hereto as Exhibit *D*) to Ms. Lynn Hughes of ALLTEL again requesting such access and specifically requesting that the required password be made available at the meeting scheduled that afternoon:

Lynn:

We continue to have limited ability to analyze the cost data ALLTEL has provided. Last Friday afternoon, Elaine spoke to a technical person at ALLTEL who provided instructions that now allow us to see the formulas in the RecipCompW_Ver1 [*sic*] spreadsheet. However, that file, which includes the cost calculations, is still password protected. Without the proper password, we are not able to run sensitivity analyses. Please have the password available no later than when we talk this afternoon. If you can provide it sooner, please do so.

Thanks
Marc

(Exhibit *D.*)

12. ALLTEL served its responses to Verizon Wireless's First Set of Interrogatories on January 12, 2004. A copy of ALLTEL Pennsylvania, Inc.'s Response to Verizon Wireless First Set of Interrogatories is attached hereto as Exhibit *E.*

13. ALLTEL's Response to Interrogatory I-13 was as follows: "**Cost studies have been provided.**" (Exhibit *B* at 7.)

14. On January 12, 2004, Elaine D. Critides, Esq. and Mr. Marc Sterling of Verizon Wireless had a scheduled conference with Stephen Rowell, Esq. and Ms. Lynn Hughes of ALLTEL for the purpose of narrowing issues to be arbitrated. During this conference, Verizon Wireless again requested access to the cost models that would allow Verizon Wireless's cost experts to perform sensitivity tests and recalculate results using alternative inputs. Mr. Rowell and Ms. Hughes, speaking on ALLTEL's behalf, declined to provide that access.

15. To date, ALLTEL has failed to provide a cost study in the format requested by Interrogatory I-13—that is, a "functioning electronic cop[y] the cost model[], populated with the inputs and assumptions used by ALLTEL, in a format that allows the user to change inputs and assumptions and recalculate results." (Exhibit *A*, at 9.).

Argument

17. ALLTEL intends to present the results of a cost model in support of its proposed transport and termination rates. The model's results are, of course, the product of both the inputs fed into the model and the algorithms contained in the model itself. In order to evaluate and respond to ALLTEL's rate proposal, Verizon Wireless must test the sensitivity of the model (i.e., the effect of changes in input values), check the validity of its algorithms, and demonstrate the

effect of changed inputs on the resulting rates. In a generic proceeding to set an incumbent local exchange carrier's rates, Verizon Wireless might be able to do this through successive discovery requests. However, the federal time limits for interconnection arbitrations such as this one render such procedures unworkable. Therefore, in order to evaluate and respond to ALLTEL's rate proposal, Verizon Wireless must be able to manipulate and run ALLTEL's cost model with different input values. This is why Verizon Wireless requested, first informally and then in discovery, "functioning electronic copies of the cost models, populated with the inputs and assumptions used by ALLTEL, in a format that allows the user to change inputs and assumptions and recalculate results." (Exhibit A, at 9.)

18. As is evident from Mr. Dolan's transmittal e-mail of December 22, 2003, ALLTEL initially intended to provide the requested access to Verizon Wireless. *See* Exhibit B (purporting to provide password so Verizon Wireless could "unprotect and play with the model as they desire"). They have no basis now to refuse to provide that same access now that it has been requested in discovery.

19. **First**, ALLTEL failed to object to the production of the cost model in the format requested. Therefore, ALLTEL has waived any objection to Interrogatory I-13.

19. **Second**, the information requested by Verizon Wireless is well within the permissible scope of discovery because it will lead to the discovery of admissible evidence. See 52 Pa. Code § 5.321(c). Access to the model will allow Verizon Wireless to develop evidence relevant to the validity *vel non* of ALLTEL's proposed transport and termination rates and the inputs and assumptions used by ALLTEL to calculate those rates.

20. **Third**, on information and belief, all that is required to provide the access requested by Verizon Wireless is a simple password. Therefore, the only conceivable motivation

for ALLTEL's failure to provide the requested access to its cost model is to obstruct Verizon Wireless's preparation of its case.

Conclusion

WHEREFORE, for all of the foregoing reasons, Verizon Wireless respectfully requests the entry of an order

1. Compelling ALLTEL immediately to provide to Verizon Wireless "functioning electronic copies" of the cost model(s) purported to support the rates proposed by ALLTEL in this proceeding "populated with the inputs and assumptions used by ALLTEL, in a format that allows the user to change inputs and assumptions and recalculate results"; and
2. Granting such other relief as may be just and proper.

Respectfully submitted,



Christopher M. Arfaa
Drinker Biddle & Reath
One Logan Square
18th & Cherry Streets
Philadelphia, PA 19103
(215) 988-2700

Counsel for Celco Partnership d/b/a
Verizon Wireless

DATED: January 14, 2004

DrinkerBiddle&Reath LLP

Christopher M. Arfaa
215-988-2715
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PRINCETON
FLORHAM PARK
BERWYN
WILMINGTON

December 19, 2003

Federal Express

D. Mark Thomas, Esq.
Thomas, Thomas, Armstrong & Niesen
212 Locust Street
Harrisburg, PA 17108

RE: Petition of Cellco Partnership d/b/a Verizon Wireless For Arbitration Pursuant to Section 252 of the Telecommunications Act of 1996 (ALLTEL Pennsylvania, Inc.), Pa. PUC Docket No. A-310489

Dear Mark:

I enclose the First Set of Interrogatories of Verizon Wireless Directed to ALLTEL Pennsylvania, Inc.

Best wishes for the holidays.

Very truly yours,



Christopher M. Arfaa

CMA/cms
Enclosure

cc: Service List (Via Federal Express)

Established
1849

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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

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

Petitioner Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless")
propounds this First Set of Interrogatories upon Respondent ALLTEL
Pennsylvania, Inc. pursuant to 52 Pa. Code § 5.341. 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" and "Or" shall mean "and/or".
2. "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.
3. "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).

4. "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.

5. "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.

6. "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.

7. "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.

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

9. "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.

10. "Respondent," "ALLTEL," "you," and "your" shall mean or refer to ALLTEL Pennsylvania, Inc., its predecessor(s), if any, as well as its divisions, parent and subsidiary entities, all related companies, and the officers, directors, employees, agents, representatives, and other personnel thereof, and any entity through which ALLTEL Pennsylvania, Inc. provides telephone service in Pennsylvania.

11. "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)").

12. "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.

13. "Verizon Wireless" 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 Veriazon Wireless, and Allentown SMSA Limited Partnership d/b/a Verizon Wireless.

14. Unless otherwise noted or required by context, the relevant geographic area covered by these requests is the Commonwealth of Pennsylvania.

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

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

17. 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.

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

19. The information requested herein is intended to include all knowledge and information of Respondent 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 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 Respondent provides telephone service in Pennsylvania.

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

INTERROGATORIES

I-1. Please identify each and every CMRS provider with whom you have exchanged telecommunications traffic either directly or indirectly during the past 12 months.

I-2. Please identify and provide a copy of each interconnection agreement you have with a CMRS provider pursuant to which you are exchanging telecommunications traffic either directly and/or indirectly with the CMRS provider.

I-3. For each interconnection agreement identified in response to Interrogatory I-2, what are the rates charged by you for transport and termination of (a) telecommunications traffic exchanged on a direct basis with the CMRS provider and (b) telecommunications traffic exchanged on an indirect basis with the CMRS provider?

I-4. For each rate provided in response to Interrogatory I-3 (relating to transport and termination rates charged to CMRS providers under existing interconnection agreements), please describe how the rate, and each of its elements, is calculated.

I-5. For each rate provided in response to Interrogatory I-3 (relating to transport and termination rates charged to CMRS providers under existing interconnection agreements), please state whether you contend that the 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-6. Please identify each CMRS provider affiliated with ALLTEL that exchanges telecommunications traffic originated in Pennsylvania with ALLTEL Pennsylvania, Inc.

I-7. For each ALLTEL-affiliated CMRS provider identified in response to Interrogatory I-6, what are the rates that ALLTEL Pennsylvania, Inc. charges for transport and termination of (a) telecommunications traffic exchanged on a direct basis with the CMRS provider and (b) telecommunications traffic exchanged on an indirect basis with the CMRS provider?

I-8. For each rate provided in response to Interrogatory I-7 (relating to transport and termination rates charged to CMRS providers affiliated with ALLTEL), please describe how the rate, and each of its elements, is calculated.

I-9. For each rate provided in response to Interrogatory I-7 (relating to transport and termination rates charged to CMRS providers affiliated with ALLTEL), please state whether you contend that the 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-10. Do you agree to provide Verizon Wireless with local transport and termination of direct and indirect telecommunications traffic at the rates identified in response to Interrogatories I-3 (charged to CMRS providers under existing interconnection agreements) and I-7 (charged to ALLTEL-affiliated CMRS providers)? If not, why not?

I-11. What are the rates that ALLTEL Pennsylvania, Inc. proposes for transport and termination of (a) telecommunications traffic exchanged on a direct basis with Verizon Wireless and (b) telecommunications traffic exchanged on an indirect basis with Verizon Wireless?

I-12. For each rate provided in response to Interrogatory I-11 (regarding rates proposed for the transportation and termination of telecommunications traffic exchanged with Verizon Wireless), please describe how the rate, and each of its elements, is calculated. Please include in your answer identification of each network functionality that ALLTEL contends is required to provide each termination arrangement.

I-13. For each rate provided in response to Interrogatory I-11 (regarding rates proposed for the transportation and termination of telecommunications traffic exchanged with Verizon Wireless), please identify and provide copies of all cost models, cost inputs, and cost assumptions relating to the rate, including all supporting documentation of any network functionality that ALLTEL uses to terminate a call originated by Verizon Wireless. Please include in your response functioning electronic copies of the cost models, populated with the inputs and assumptions used by ALLTEL, in a format that allows the user to change inputs and assumptions and recalculate results.

I-14. Have any of the rates that ALLTEL Pennsylvania, Inc. proposes for transport and termination of telecommunications traffic exchanged with Verizon Wireless been approved by the Pennsylvania Public Utility Commission? If so, please identify the decision and provide a copy.

I-15. Do you contend that you need to install any additional facilities or augment any existing facilities in order to provide direct or indirect connection to Verizon Wireless pursuant to the interconnection agreement that is the subject of

this proceeding? If so, please describe in detail the additional and augmented facilities and state why they are necessary.

I-16. Does ALLTEL agree to share the cost of the facilities used for (a) direct and (b) indirect interconnection between Verizon Wireless and ALLTEL? If so, please describe in detail ALLTEL's proposal for the sharing of the cost of the facilities used for (a) direct and (b) indirect interconnection between Verizon Wireless and ALLTEL.

I-17. What is the approximate ratio of telecommunications traffic that ALLTEL originates to Verizon Wireless (land-to-mobile) to telecommunications traffic that Verizon Wireless originates to ALLTEL (mobile-to-land)? (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-18. With respect to the traffic ratio set forth in response to Interrogatory I-17, 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 ALLTEL that represents any imbalance of telecommunications traffic exchanged between ALLTEL and Verizon Wireless.

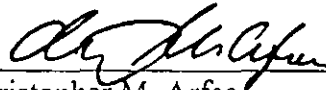
I-19. Is ALLTEL currently originating and transmitting any telecommunications traffic to Verizon Wireless through trunk groups, which

connect ALLTEL to Verizon Communications tandem facilities? If so, please state the monthly volume of that telecommunications traffic.

I-20. If ALLTEL is currently originating and transmitting any telecommunications traffic to Verizon Wireless through trunk groups which connect ALLTEL to Verizon Communications's tandem facilities, to what extent is that traffic dialed by ALLTEL landline customers on a local, 10-digit basis?

I-21. For purposes of determining the applicability of reciprocal compensation rates, how does ALLTEL 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-22. For purposes of determining the applicability of reciprocal compensation rates, how does ALLTEL propose to define telecommunications traffic originated by Verizon Wireless's subscribers, indirectly transported to ALLTEL, and then terminated by ALLTEL to its customers? Please describe the basis for your proposed definition in detail.



Christopher M. Arfaa
Drinker Biddle & Reath
One Logan Square
18th & Cherry Streets
Philadelphia, PA 19103
(215) 988-2700

Counsel for Cellco Partnership d/b/a
Verizon Wireless

DATED: December 19, 2003

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

D. Mark Thomas, Esq.
Thomas Thomas Armstrong & Niesen
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Harrisburg, PA 17108-9500


Lynn Hughes
Director - Negotiations
ALLTEL Communications, Inc.
One Allied Drive
Little Rock, AR 72202

Charles F. Hoffman, Esq.
Office of Trial Staff
Pennsylvania Public Utility Commission
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Harrisburg, PA 17105

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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: December 19, 2003


Christopher M. Arfaa
Drinker Biddle & Reath
One Logan Square
18th & Cherry Streets
Philadelphia, PA 19103
(215) 988-2700

Counsel for
Cellco Partnership d/b/a Verizon Wireless

Sterling, Marc B.

From: Jimmy.Dolan@alltel.com
Sent: Monday, December 22, 2003 2:08 PM
To: Marc.Sterling@verizonwireless.com
Cc: S.Lynn.Hughes@alltel.com
Subject: Cost study

Importance: High



Untitled Attachment
RecipComp_SuppoRecipCompw_Ver1.
t.xls xls

Glacier

Page 1 of 1

Sterling, Marc B.

Marc,

Attached are the indirect cost study files per the Verizon Wireless request. The model and cost calculations are in file RecipCompw_Ver1.xls. All investment and cost factors used are on the Input worksheet. Sheets are protected with a <blank> password, so Verizon can unprotect and play with the model as they desire. The Support file contains development of the key factors used in our study. If you have questions please email them to me and I will get them to the cost department.

Jimmy Dolan
Manager - ALLTEL Negotiations
(501)905-7873 Desk
(501)905-6299 Fax
jimmy.dolan@alltel.com

1/14/2004

Sterling, Marc B.

From: Sterling, Marc B.
Sent: Monday, January 05, 2004 4:40 PM
To: Jimmy Dolan (E-mail)
Cc: Lynn Hughes (E-mail)
Subject: FW: Alltel Spreadsheet Protection

Jimmy,

As I noted in the voice message I left for you late on the afternoon of December 30, 2003, our cost experts are having difficulty working with the cost study spreadsheets provided by ALLTEL. Specifically, we're not able to unprotect fields that are protected in the spreadsheets. As part of the request I submitted on November 21, 2003, I asked that our cost experts be able to work directly with ALLTEL's costs experts. This would allow quick resolution to problems such as those currently being encountered.

Please provide the information necessary to allow our cost expert to unprotect spreadsheet fields as necessary. In addition, please let me know if ALLTEL will agree to allow direct communication between the cost experts. If so, please provide contact information for ALLTEL's cost expert.

Thanks,
Marc
678-339-4276

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

From: Craig Risberg [mailto:craig.risberg@mail.woodandwood.net]
Sent: Monday, January 05, 2004 4:13 PM
To: Marc.Sterling@verizonwireless.com
Subject: Alltel Spreadsheet Protection

Mr. Sterling,

In making our determination of whether Alltel was responsive to your data requests we have encountered a problem. Some of the sheets which provide important background information (information that may need to be adjusted) are protected in such a way that one is unable to trace the cell precedents/dependants or change the cell's values. We have attempted to use any combination of the <blank> password which was provided in the initial email but to no avail. If you know of a way around this problem it will greatly speed our analysis and allow us to fully understand whether Alltel has produced what was requested. Thank you very much.

E. Craig Risberg
Financial & Strategic Analyst

Wood & Wood
30,000 Mill Creek Ave.
Suite 395
Alpharetta, GA 30022

office - 770-475-9971 x 204
fax - 770-475-9971

1/14/2004

Sterling, Marc B.

From: Sterling, Marc B.
Sent: Monday, January 12, 2004 11:20 AM
To: 'Lynn Hughes (E-mail)'
Cc: Critides, Elaine; Jimmy Dolan (E-mail)
Subject: RE: Alltel Spreadsheet Protection
Importance: High

Lynn,

We continue to have limited ability to analyze the cost data ALLTEL has provided. Last Friday afternoon, Elaine spoke to a technical person at ALLTEL who provided instructions that now allow us to see the formulas in the RecipCompw_Ver1 spreadsheet. However, that file, which includes the cost calculations, is still password protected. Without the proper password, we are not able to run sensitivity analyses. Please have the password available no later than when we talk this afternoon. If you can provide it sooner, please do so.

Thanks,
Marc
678-339-4276

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

From: Sterling, Marc B.
Sent: Monday, January 05, 2004 4:40 PM
To: Jimmy Dolan (E-mail)
Cc: Lynn Hughes (E-mail)
Subject: FW: Alltel Spreadsheet Protection

Jimmy,

As I noted in the voice message I left for you late on the afternoon of December 30, 2003, our cost experts are having difficulty working with the cost study spreadsheets provided by ALLTEL. Specifically, we're not able to unprotect fields that are protected in the spreadsheets. As part of the request I submitted on November 21, 2003, I asked that our cost experts be able to work directly with ALLTEL's costs experts. This would allow quick resolution to problems such as those currently being encountered.

Please provide the information necessary to allow our cost expert to unprotect spreadsheet fields as necessary. In addition, please let me know if ALLTEL will agree to allow direct communication between the cost experts. If so, please provide contact information for ALLTEL's cost expert.

Thanks,
Marc
678-339-4276

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

From: Craig Risberg [mailto:craig.risberg@mail.woodandwood.net]
Sent: Monday, January 05, 2004 4:13 PM
To: Marc.Sterling@verizonwireless.com
Subject: Alltel Spreadsheet Protection

Mr. Sterling,

In making our determination of whether Alltel was responsive to your data requests we have encountered a problem. Some of the sheets which provide important background information (information that may need

to be adjusted) are protected in such a way that one is unable to trace the cell's movements or change the cell's values. We have attempted to use any combination of the <name> passwords which we provided in the initial scan but to no avail. If you know of a way around this problem it will greatly speed our analysis and allow us to fully understand whether <name> has produced what was requested. Thank you very much.

Erin Craig Pilsberg
Threat & Strategic Analyst

Wood & Vance
51,232 Hill Creek Ave.
Suite 300
Atlanta, GA 30322

office - 770-475-9977 x 200
fax - 770-475-9974

Indirectly: AT&T Wireless, ACC of Pennsylvania, Sygnet, Americell, Nextell, Voicestream (T-Mobile), Omnipoint Communications, Leap Wireless, South Canaan Cellular, Verizon.

Directly: Verizon Wireless, Dobson Cellular, Sprint PCS, Nextel and Voicestream Wireless Corp.

I-2. Please identify and provide a copy of each interconnection agreement you have with a CMRS provider pursuant to which you are exchanging telecommunications traffic either directly and/or indirectly with the CMRS provider.

RESPONSE: The following CMRS providers have interconnection agreements. These agreements are on file with the Pennsylvania Public Utility Commission; however, copies will be provided separately: ACC of Pennsylvania, AT&T Wireless, D&E Communications, Devon Mobile Communications, Dobson Cellular, Nextel, Sprint PCS and Sygnet.

I-3. For each interconnection agreement identified in response to Interrogatory I-2, what are the rates charged by you for transport and termination of (a) telecommunications traffic exchanged on a direct basis with the CMRS provider and (b) telecommunications traffic exchanged on an indirect basis with the CMRS provider?

RESPONSE: The agreements to be provided reflect the rates and are also on file with the Pennsylvania Public Utility Commission.

I-4. For each rate provided in response to Interrogatory I-3 (relating to transport and termination rates charged to CMRS providers under existing interconnection agreements), please describe how the rate, and each of its elements, is calculated.

RESPONSE: The rates in current interconnection agreements were a product of negotiations and were not calculated under any particular methodology.

I-5. For each rate provided in response to Interrogatory I-3 (relating to transport and termination rates charged to CMRS providers under existing interconnection agreements), please state whether you contend that the 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.

RESPONSE: Refer to response to Interrogatory I-4.

I-6. Please identify each CMRS provider affiliated with ALLTEL that exchanges telecommunications traffic originated in Pennsylvania with ALLTEL Pennsylvania, Inc.

RESPONSE: There are no ALLTEL affiliates in Pennsylvania.

I-7. For each ALLTEL-affiliated CMRS provider identified in response to Interrogatory I-6, what are the rates that ALLTEL Pennsylvania, Inc. charges for transport and termination of (a) telecommunications traffic exchanged on a direct basis with the CMRS provider and (b) telecommunications traffic exchanged on an indirect basis with the CMRS provider?

RESPONSE: Refer to response to Interrogatory I-6.

I-8. For each rate provided in response to Interrogatory I-7 (relating to transport and termination rates charged to CMRS providers affiliated with ALLTEL), please describe how the rate, and each of its elements, is calculated.

RESPONSE: Refer to response to Interrogatory I-6.

I-9. For each rate provided in response to Interrogatory I-7 (relating to transport and termination rates charged to CMRS providers affiliated with ALLTEL), please state whether you contend that the 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.

RESPONSE: Refer to response to Interrogatory I-6.

I-10. Do you agree to provide Verizon Wireless with local transport and termination of direct and indirect telecommunications traffic at the rates identified

in response to Interrogatories I-3 (charged to CMRS providers under existing interconnection agreements) and I-7 (charged to ALLTEL-affiliated CMRS providers)? If not, why not?

RESPONSE: No. Per the response to Interrogatory I-4, the rates identified in Interrogatory I-3 were a result of negotiations between ALLTEL Pennsylvania, Inc. and the CMRS provider and therefore not based on ALLTEL Pennsylvania, Inc.'s own costs.

I-11. What are the rates that ALLTEL Pennsylvania, Inc. proposes for transport and termination of (a) telecommunications traffic exchanged on a direct basis with Verizon Wireless and (b) telecommunications traffic exchanged on an indirect basis with Verizon Wireless?

RESPONSE: ALLTEL is proposing a rate of \$0.2505 per minute of use for 2A direct connections, \$0.01263 for 2B direct connections and Type 1 direct connections, and \$0.02243 for indirect traffic.

I-12. For each rate provided in response to Interrogatory I-11 (regarding rates proposed for the transportation and termination of telecommunications traffic exchanged with Verizon Wireless), please describe how the rate, and each of its elements, is calculated. Please include in your answer identification of each network functionality that ALLTEL contends is required to provide each termination arrangement.

RESPONSE: ALLTEL Pennsylvania's rates are calculated in compliance with TELRIC standards approved by the FCC. ALLTEL's model calculates forward-looking investment based on inputs from existing network planning designs using the latest available technology. Forward-looking expenses are then calculated by applying a ratio of current actual expense by network functionality to current actual investment to the estimated forward-looking investment. Return to capital are calculated using the federal authorized rate of capital (11.25%) and forward looking depreciation expense is calculated based on economic asset lives. Using the above steps, monthly forward-looking costs are calculated for each network element. The rate is then calculated by dividing the forward-looking costs of each network element by the estimated forward-looking demand for such network element.

The following network elements apply:

Type 2A: end-office switching, tandem switching, host-remote transport and inter-exchange transport.

Type 2B: end-office switching, host-remote transport.

Type 1: Same as Type 2B.

Indirect: end-office switching, tandem switching for the end-offices behind ALLTEL's access tandem, host-remote transport, inter-exchange transport.

I-13. For each rate provided in response to Interrogatory I-11 (regarding rates proposed for the transportation and termination of telecommunications traffic exchanged with Verizon Wireless), please identify and provide copies of all cost models, cost inputs, and cost assumptions relating to the rate, including all supporting documentation of any network functionality that ALLTEL uses to terminate a call originated by Verizon Wireless. Please include in your response functioning electronic copies of the cost models, populated with the inputs and assumptions used by ALLTEL, in a format that allows the user to change inputs and assumptions and recalculate results.

RESPONSE: **Cost studies have been provided.**

I-14. Have any of the rates that ALLTEL Pennsylvania, Inc. proposes for transport and termination of telecommunications traffic exchanged with Verizon Wireless been approved by the Pennsylvania Public Utility Commission? If so, please identify the decision and provide a copy.

RESPONSE: **No.**

I-15. Do you contend that you need to install any additional facilities or augment any existing facilities in order to provide direct or indirect connection to Verizon Wireless pursuant to the interconnection agreement that is the subject of this proceeding? If so, please describe in detail the additional and augmented facilities and state why they are necessary.

RESPONSE: ALLTEL is not aware of any at this time.

I-16. Does ALLTEL agree to share the cost of the facilities used for (a) direct and (b) indirect interconnection between Verizon Wireless and ALLTEL? If so, please describe in detail ALLTEL's proposal for the sharing of the cost of the facilities used for (a) direct and (b) indirect interconnection between Verizon Wireless and ALLTEL.

RESPONSE: ALLTEL agrees to share in the proportionate costs for facilities within ALLTEL's network. If facilities outside of ALLTEL's network are utilized in transporting traffic between the parties, ALLTEL has no obligation to share the costs of these facilities.

I-17. What is the approximate ratio of telecommunications traffic that ALLTEL originates to Verizon Wireless (land-to-mobile) to telecommunications traffic that Verizon Wireless originates to ALLTEL (mobile-to-land)? (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: ALLTEL believes the appropriate ratio to be 70% mobile to land and 30% land to mobile.

I-18. With respect to the traffic ratio set forth in response to Interrogatory I-17, 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 ALLTEL that represents any imbalance of telecommunications traffic exchanged between ALLTEL and Verizon Wireless.

RESPONSE: The ratio was agreed to by both parties during negotiation of the interconnection agreement.

I-19. Is ALLTEL currently originating and transmitting any telecommunications traffic to Verizon Wireless through trunk groups, which connect ALLTEL to Verizon Communications tandem facilities? If so, please state the monthly volume of that telecommunications traffic.

RESPONSE: Yes; however the volume has not been determined.

I-20. If ALLTEL is currently originating and transmitting any telecommunications traffic to Verizon Wireless through trunk groups which connect ALLTEL to Verizon Communications's tandem facilities, to what extent is that traffic dialed by ALLTEL landline customers on a local, 10-digit basis?

RESPONSE: ALLTEL requests clarification of this question. ALLTEL provides dialing parity to any wireless carrier for any NPA/NXX codes that are rate centered as local or mandatory EAS to ALLTEL. ALLTEL requests

that Verizon supply a list of codes that would fall under their definition of "local" to ALLTEL rate centers. Once this is determined, ALLTEL would need several weeks to determine the volume of this type of traffic routing over Verizon tandem facilities.

I-21. For purposes of determining the applicability of reciprocal compensation rates, how does ALLTEL 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.

RESPONSE: A definition of telecommunications traffic has been agreed upon by both parties in the interconnection agreement. Refer to Exhibit 1, Attachment 8 to Verizon's Petition for Arbitration.

I-22. For purposes of determining the applicability of reciprocal compensation rates, how does ALLTEL propose to define telecommunications traffic originated by Verizon Wireless's subscribers, indirectly transported to ALLTEL, and then terminated by ALLTEL to its customers? Please describe the basis for your proposed definition in detail.

RESPONSE: A definition of telecommunications traffic has been agreed upon by both parties in the interconnection agreement. Refer to Exhibit 1, Attachment 8 to Verizon's Petition for Arbitration.

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

D. Mark Thomas, Esq.
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dmthomas@ttanlaw.com

Administrative Law Judge Wayne L.
Weismandel
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Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

wweismande@state.pa.us


Via First Class Mail

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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 14, 2004



Christopher M. Arfaa
Drinker Biddle & Reath
One Logan Square
18th & Cherry Streets
Philadelphia, PA 19103
(215) 988-2700

Counsel for
Cellco Partnership d/b/a Verizon Wireless

ORIGINAL

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

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HARRISBURG, PA 17108-9500

www.ttanlaw.com

PATRICIA ARMSTRONG

Direct Dial: (717) 255-7627
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FIRM (717) 255-7600

FAX (717) 236-8278

CHARLES E. THOMAS
(1913 - 1998)

RECEIVED
2004 JAN 15 PM 4: 21
SECRETARY'S BUREAU

January 15, 2004

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

DOCUMENT FOLDER

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 Secretary McNulty:

Enclosed pursuant to Judge Weismandel's January 8, 2004 Arbitration Proceeding Order,
are an original and three (3) copies of ALLTEL Pennsylvania, Inc.'s Status Report in the above
referenced proceeding. The Report details the issues and their status. I have been advised that
Verizon Wireless has agreed to this Report.

Copies of the Report 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.)

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STATUS OF RELEVANT ISSUES

The following reflects the status as of the date of this filing with respect to the arbitration issues identified in the pre-hearing memorandum of ALLTEL Pennsylvania, Inc. filed in this matter on January 5, 2004:

- Issue No. 1: Whether rural local exchange carriers are subject to the negotiation and arbitration process set forth in Section 252 (b) for disputes under Section 251 (b)(5) for traffic indirectly exchanged with CMRS?
- Status: ALLTEL believes the issue is resolved, however, Verizon Wireless believes the issue is unresolved.
- Issue No. 2: Do the FCC's rules interpreting the scope of an ILEC's reciprocal compensation obligations under 251 (b)(5) apply to IntraMTA traffic that is exchanged indirectly through a third-party LEC's Tandem facilities?
- Status: ALLTEL believes the issue is resolved, however, Verizon Wireless believes it is unresolved.
- Issue No. 3(a): Does Section 251 (b)(5) impose an obligation on the originating LEC to pay a CMRS provider for its traffic when it transits the network of a third party LEC and terminates on the network of a CMRS provider?
- Status: ALLTEL believes it is resolved and Verizon Wireless believes it is unresolved.
- Issue No. 3(a)(1): Can CMRS traffic be combined with other traffic types over the same trunk group? Refers to Verizon Wireless' Issue 6 in its Petition for Arbitration.
- Status: This is actually Issue No. 6 and there is no Issue No. 3(a)(1).
- Issue No. 3(b): Whether pursuant to Section 251 (b)(5), a local exchange carrier is required to pay any transit charges on traffic it originates indirectly to a CMRS provider?
- Status: Unresolved.
- Issue No. 4: Does a third party transit provider "terminate" traffic within the meaning of Section 251 (b)(5)?
- Status: ALLTEL believes this issue is resolved or the issue is unclear; Verizon Wireless believes the issue is unresolved and relates to Issue no. 32.
- Issue No. 5: Where a third party provider provides indirect interconnection facilities, should the interconnection agreement that establishes the terms and conditions for the exchange of the traffic between the originating and terminating carriers include the terms and conditions on which the originating carrier will pay the third party transiting provider for transiting service?
- Status: Unresolved.

- Issue No. 6: Can CMRS traffic be combined with other traffic types over the same trunk group?
- Status: Resolved, except to the extent that issue No. 27 with respect to threshold for direct trunks, is unresolved.
- Issue No. 7: Is an incumbent local exchange provider required to provide dialing parity to a CMRS provider's NPA NXXs that are locally rated where traffic is exchanged indirectly? Refers to Verizon Wireless' Issue 7 in its Petition for Arbitration.
- Status: Resolved.
- Issue No. 8: Whether a LEC is required to share in cost of dedicated two-way interconnection facilities between its switch and the CMRS carrier's switch to extend traffic beyond the LEC's local exchange area and network?
- Status: Unresolved. VZW believes this issue relates to Issues 24, and 31.
- Issue No. 9: What is the appropriate pricing methodology for establishing a reciprocal compensation rate for the exchange of direct and indirect traffic?
- Status: Unresolved.
- Issue No. 10: Can the Parties implement a traffic factor to use as a proxy for the mobile-to-land and land-to-mobile traffic balance if the CMRS provider does not measure traffic? VZW believes this is related to issue 30, except issue 10 relates to indirect and direct traffic.
- Status: Unresolved; however, parties are to review new language and attempt to resolve.
- Issue No. 11: Where a CMRS provider's switch serves the geographically comparable area of LEC tandem, can it charge a termination rate equivalent to a tandem rate for traffic terminated in the Land to Mobile direction?
- Status: Unresolved.
- Issue No. 12: Should the Parties establish a factor to delineate what percentage of traffic is interMTA and thereby subject to access rates? If so, what should the factor be? (Appendix A.11)
- Status: Resolved and the factor will be 3%.
- Issue No. 13: After a requesting carrier sends a formal request for interconnection under Section 252 (b) of the Act, what interim reciprocal compensation terms apply to the parties until an agreement has been negotiated and arbitrated by the Commission? Refers to Verizon's Issue 13 in its Petition for Arbitration.

Status: Unresolved.

Issue No. 14: Under what circumstances should either party be permitted to terminate the agreement or block traffic as a remedy in cases of default or breach?

Status: Resolved.

Issue No. 15: Whether the payment due date for invoices rendered under the agreement should be determined from the date of the invoice or the date of receipt of the invoice and whether the allotted time should 30 or 45 days thereafter?

Status: Unresolved. VZW proposes that payment is due 30 days from receipt of invoice, as opposed to 30 days from "invoice date".

Issues No. 16 & 17: Bona Fide Dispute, General Terms and Conditions, paragraph 9.1.1.3. and 9.1.1.4. Whether the agreement should include the following: "A Bona Fide dispute does not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, or should a Bona Fide dispute include the refusal to pay other amounts owed by the disputing Party pending resolution of the dispute. Claims by the disputing Party for damages of any kind should not be considered a Bona Fide dispute." And, therefore, whether once a Bona Fide dispute has been processed in accordance with this subsection 9.1.1, the disputing party must make payment on any of the disputed amount owed to the billing party by the next billing due date, or the billing party must have the right to pursue normal treatment procedures. Any credits due to the disputing party resulting from the Bona Fide dispute process would be applied to the disputing party's account by the billing party by the next billing cycle upon resolution of the dispute.

Status: Unresolved, except that Verizon Wireless's legal to re-examine language and advise of status:

Issue No. 18: Limitations on disputes, General Terms and Conditions, paragraph 9.1.2. Refers to ALLTEL's Issue 18 in its Response to Verizon Wireless's Petition for Arbitration.

Status: Resolved.

Issue No. 19: Whether the agreement should provide for commercial arbitration only by consent of the parties as provided in Arbitration, General Terms and Conditions, paragraph 9.6.1 of Verizon Wireless Petition Exhibit 1?

Status: Resolved.

Issue No. 20: Whether, as Verizon Wireless proposes in Petition Exhibit 1 section entitled, "Most Favored Nation, General Terms and Conditions," paragraph 31.1, Verizon Wireless should have the right to opt out of this agreement during its terms and into any other agreement that ALLTEL may execute with another carrier.

Status: Unresolved.

- Issue No. 21: Whether the agreement should identify all the parties to the agreement?
- Status: Resolved.
- Issue No. 22: Whether with respect to the section of the agreement referred to as , "Type 1 Interconnection Facilities to be grandfathered," Attachment 2, paragraph 1.1.1, there should be included the following language: "CMRS Provider shall not request new Type 1 facilities. Existing Type 1 facilities as of the effective date of this interconnection agreement may be retained until the parties migrate the Type 1 facilities to Type 2B facilities."
- Status: Resolved.
- Issue No. 23: Whether Verizon Wireless can require SS7 signaling from ALLTEL at all locations, even if SS7 is not available from ALLTEL at a location and only multi-frequency signaling is available?
- Status: Resolved.
- Issue No. 24: Whether agreement section referred to as "Incumbent Local Exchange Carrier Requirement," Attachment 2, paragraph 1.4.2 of Verizon's Exhibit 1, should specify that ALLTEL's obligations to provide service under the agreement is with respect to that service are where ALLTEL is authorized to provide service?
- Status: Unresolved. See Issue 8.
- Issue No. 25: Whether the phrase "within ALLTEL's interconnected network" should be inserted in the agreement section entitled "Direct Routed Traffic Mobile to Land Traffic," Attachment 2, paragraph 2.1.1.1, paragraph 2.1.1.2, paragraph 2.1.2.1, and paragraph 2.1.2.2 of Verizon's Exhibit 1, to clearly indicate that when Verizon Wireless connects to one of ALLTEL's separate segregated networks, it is able to exchange traffic and is achieving interconnection, only with that individual segregated ALLTEL network.
- Status: Unresolved. See Issue No. 8.
- Issue No. 26: Whether it is appropriate to insert language with respect to indirect connection to tandems into a section that addresses direct connection, specifically, the section entitled "Direct Routed Traffic Land to Mobile Traffic," Attachment 2, paragraph 2.1.2.2 of Verizon's Exhibit 1?
- Status: Resolved.
- Issue No. 27: Whether the agreement section entitled "Indirect Network Interconnection," Attachment 2, paragraph 2.1.5 of Verizon Wireless' Exhibit 1, should require the establishment of a direct interconnection facility when the capacity of the indirect traffic reaches a DS1 level?
- Status: Unresolved, but subject to further negotiation. See issue 6.

- Issue No. 28: Whether Verizon Wireless may establish NPA-NXXs in ALLTEL rate centers, regardless of actual delivery point of the associated calls, and require ALLTEL to bear all transport costs to the point of delivery?
- Status: Unresolved. See Issue 3(b).
- Issue No. 29: Whether, ALLTEL should be required to bill by factor rather than actual minutes, even though ALLTEL can record the actual terminating traffic minutes originating from Verizon Wireless that is routed through a direct interconnection and terminated to ALLTEL?
- Status: Resolved.
- Issue No. 30: Whether a 60/40 land to mobile traffic factor must be used by both Parties when either Party cannot record the terminating minutes originating from the other Party routed over a direct interconnection facility, even though ALLTEL has the ability to record all terminating traffic originating from Verizon Wireless over direct interconnection facilities and even though Verizon's proposed factor of 60/40 land to mobile is inconsistent with the shared facilities factor of 70/30 land to mobile proposed by Verizon Wireless?
- Status: Unresolved. May be consolidated with Issue 8, if it applies to direct and indirect traffic where VZW or ALLTEL cannot measure actuals.
- Issue No. 31: Whether the agreements definition of "Interconnection Point," Attachment 8 of Verizon Wireless Exhibit 1 should be clear in appropriately defining the parties' responsibilities of network between the parties, which in ALLTEL's case will be on its network.
- Status: Unresolved. See Issue 8, 24.
- Issue No. 32: Whether the agreement should include a definition of Interexchange Carrier, a term not used in the agreement.
- Status: Unresolved.

Before The
PENNSYLVANIA PUBLIC UTILITY COMMISSION

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

CERTIFICATE OF SERVICE

I hereby certify that I have this 15th day of January, 2004, served a true and correct copy of the foregoing Status Report on behalf of ALLTEL Pennsylvania, Inc. upon the persons and in the manner listed below:

E-MAIL AND HAND DELIVERY

Honorable Robert A. Christianson
Chief Administrative Law Judge
Pennsylvania Public Utility Commission
2nd Floor West
Commonwealth Keystone Building
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

E-MAIL AND FIRST CLASS MAIL, POSTAGE PREPAID

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

SECRETARY'S BUREAU

2004 JAN 15 PM 4: 22

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JAN 13 2004

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

DOCUMENT FOLDER

January 16, 2004

Via Federal Express – Overnight Delivery

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

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 Verizon Wireless's Motion for Pro Hac Vice of Elaine D. Critides.

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/cms
Enclosures

cc: ALJ Wayne L. Weismandel
Attached Certificate of Service

Established
1849

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BEFORE THE

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JAN 16 2004

PENNSYLVANIA PUBLIC UTILITY COMMISSION
PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Petition of 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. :

A-310489F7004

DOCKETED
FEB 03 2004

**MOTION FOR ADMISSION PRO HAC VICE
OF ELAINE D. CRITIDES**

Pursuant to 52 Pa. Code § 1.22(b) and Pa. B.A.R. 301, Christopher M. Arfaa respectfully moves for the admission of the following individual to appear as an attorney on behalf of Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless") in the above-captioned proceedings:

Elaine D. Critides
Associate Director, Regulatory Matters
Verizon Wireless
1300 I Street, NW
Suite 400 West
Washington, DC 20005

Phone: 202-589-3756
Fax: 202-589-3750
email: elaine.critides@verizonwireless.com

In support of this motion, movant states as follows:

1. I am an active member in good standing of the Bar of the Supreme Court of Pennsylvania (Attorney I.D. No. 57047) and counsel for Verizon Wireless in the above-captioned matter.

2. Elaine D. Critides is a member in good standing of the bar of the State of Maryland, having been admitted to practice in 1995. Ms. Critides is Associate Director – Regulatory Matters for Verizon Wireless.

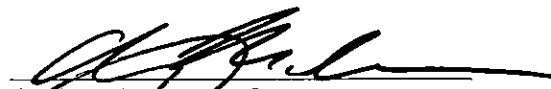
3. Ms. Critides has represented Verizon Wireless in numerous proceedings in several jurisdictions.

4. Attached hereto as Exhibit "A" is Ms. Critides's Affidavit, which confirms that she is intimately familiar with the subject matter of the pending action and that Verizon Wireless desires that she appear on its behalf in this proceeding.

5. I am acquainted with Ms. Critides and can attest to her diligence and ethical standards and her willingness to abide by the Disciplinary Rules of the Supreme Court of Pennsylvania. If admitted to practice before this Commission *pro hac vice*, Ms. Critides will carry out her obligations ably and in accordance with the standards expected by this Commission.

WHEREFORE, I move that Elaine D. Critides be admitted to practice *pro hac vice* on behalf of Cellco Partnership d/b/a Verizon Wireless in the above-captioned proceedings and that the Order granting this motion also act as an entry of the appearance of Ms. Critides on behalf of Cellco Partnership d/b/a Verizon Wireless in the above-captioned proceedings.

Respectfully submitted,



Christopher M. Arfaa
Drinker Biddle & Reath
One Logan Square
18th & Cherry Streets
Philadelphia, PA 19103
(215) 988-2700

Counsel for Cellco Partnership d/b/a
Verizon Wireless

DATED: January 16, 2004

EXHIBIT "A"

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

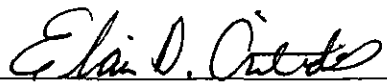
Petition of Cellco Partnership d/b/a Verizon	:	
Wireless For Arbitration Pursuant to	:	
Section 252 Of the Telecommunications	:	A-310489F7004
Act of 1996 to Establish an Interconnection	:	
Agreement With ALLTEL Pennsylvania, Inc.	:	

AFFIDAVIT

Elaine Critides deposes and says as follows:

1. I am an attorney and member in good standing of the Bar of the State of Maryland, and am employed by Verizon Wireless.
2. I am intimately familiar with the subject matter of the above-captioned matter and have been requested by Verizon Wireless to represent it in connection with this proceeding.
3. I submit this Affidavit in support of Christopher M. Arfaa's Motion for Admission *pro hac vice* and respectfully request that it be granted in its entirety.
4. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).

DATED: January 12, 2004



Elaine D. Critides

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

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

dmthomas@ttanlaw.com

Administrative Law Judge Wayne L.
Weismandel
Second Floor
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

wweismande@state.pa.us


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 16, 2004



Christopher M. Arfaa
Drinker Biddle & Reath
One Logan Square
18th & Cherry Streets
Philadelphia, PA 19103
(215) 988-2700

Counsel for
Cellco Partnership d/b/a Verizon Wireless

Thomas, Thomas Armstrong & Niesen
Attorneys and Counsellors at Law

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HARRISBURG, PA 17108-9500

ORIGINAL

PATRICIA ARMSTRONG

www.ttanlaw.com

Direct Dial: (717) 255-7627
E-mail: parmstrong@ttanlaw.com

FIRM (717) 255-7600
FAX (717) 236-8278

January 20, 2004

CHARLES E. THOMAS
(1913 - 1998)

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

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 Secretary McNulty:

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

Copies of the Motion to Compel 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.)

ORIGINAL

Before the
PENNSYLVANIA PUBLIC UTILITY COMMISSION

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

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ALLTEL PENNSYLVANIA INC.'s
ANSWER TO MOTION TO COMPEL

AND NOW, comes ALLTEL PENNSYLVANIA, INC. ("ALLTEL" or "Company"), by its attorneys, and, pursuant to 52 Pa. Code §5.342 and Administrative Law Judge Weismandel's Arbitration Proceeding Order dated January 8, 2004, and answers Cellco Partnership d/b/a Verizon Wireless' ("Verizon Wireless") Motion to Compel received by e-mail from Verizon Wireless after 6:50 p.m. on January 14, 2004, and by hard copy delivered by Federal Express on January 15, 2004. In support of its opposition to Verizon Wireless' Motion, ALLTEL submits the following.

1. Before your Honor is the Motion of Verizon Wireless to compel a response to Interrogatory No. I-13.
2. Verizon Wireless Set I, Interrogatory No. I-13 sent by Federal Express on December 19, 2003 and received on December 22, 2003, asks as follows:

For each rate provided in response to Interrogatory I-11 (regarding rates proposed for the transportation and termination of telecommunications traffic exchanged with Verizon Wireless), please identify and provide copies of all cost models, cost inputs, and cost assumptions relating to the rate, including all supporting documentation of any network functionality that ALLTEL uses to terminate a call originated by Verizon Wireless.

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FEB 03 2004

Please include in your response functioning electronic copies of the cost models populated with the inputs and assumptions used by ALLTEL, in a format that allows the user to change inputs and assumptions and recalculate results.

3. On December 22, 2003, ALLTEL provided Verizon Wireless an electronic copy of its proprietary cost model. ALLTEL had agreed to provide such even prior to the interrogatories. The copy of the cost model provided included identification of all inputs and all formulas used by ALLTEL in its run of the cost model. Thus, Verizon Wireless has all data necessary “to change inputs and assumptions and recalculate results” as Verizon Wireless deems appropriate.

4. Verizon Wireless initially did not understand the excel spreadsheets provided in the model, including Verizon Wireless’ ability to locate and identify each input and formula included by ALLTEL in the cost study. However, as a result of a conference call between the parties on January 5, 2004, ALLTEL explained the details of the cost model to Verizon Wireless and believed Verizon Wireless was satisfied.

5. It was not until the morning of the prehearing conference on January 6, 2004, that ALLTEL was made aware that Verizon Wireless was objecting to the form of the model.

6. Verizon Wireless has all the information needed to assess the inputs and formulas used. Verizon Wireless has access to review and analyze every aspect of the model. Verizon Wireless has all the information necessary to change the inputs and assumptions and recalculate its own results. This is clearly all that Verizon Wireless has any right to through discovery.

7. ALLTEL has no obligation to provide Verizon Wireless unlimited use of its proprietary cost study. Verizon Wireless has everything it needs to create its own study based upon ALLTEL's study by changing any of ALLTEL's inputs or formulas. However, ALLTEL is under no obligation to hand over to Verizon Wireless ALLTEL's own study in such a fashion as would allow Verizon Wireless to manipulate it and regurgitate an altered study with its own preferred results while still arguing that it is ALLTEL's study. ALLTEL is entitled to protect the integrity of its proprietary work product.

8. In a holding involving a similar dispute over discovery of a cost study, this Commission made it clear that a party was required to give another party work papers and explanations of the formulas/algorithms for running the cost model so that others may replicate the methodology and calculate alternative results using alternative assumptions. In the Competitive Safeguards Order, 172 PUR 4th 201 (August 6, 1996), the Administrative Law Judge denied OCA's discovery of the calculations contained within a Bell cost model, but recommended the Commission require parties provide "a complete set of supporting workpapers and source documents, together with an explanation of the formulas used or algorithms applied so that 'others may replicate the methodology and calculate equivalent or alternative results using equivalent or alternative assumptions.'" Order at 230, 257. In addressing the dispute over the scope of a costing methodology discovery request, the Commission ultimately required Bell to identify the inputs used in the cost study submitted so that the OCA could identify the modifications to those inputs it believed were appropriate. It then required Bell to rerun the study. Order at 260. At no point

was Bell required to give the OCA unfettered access to Bell's working model so that the OCA could manipulate the study itself. This is consistent with the conclusions of other Commission Orders and the orders of other jurisdictions, where the identification of inputs and algorithms used in a cost study was required to be produced so that other parties could scrutinize the study and replicate its results. At most, the producing party was required to rerun the study using other parties' inputs. There is no legal obligation for ALLTEL to give Verizon Wireless the ability to manipulate ALLTEL's own model.

9. Finally ALLTEL notes that ALLTEL asked Verizon Wireless if it wanted ALLTEL to run another version of the cost study for Verizon Wireless using Verizon Wireless' inputs. This was apparently not satisfactory to Verizon Wireless. Thus, Verizon Wireless' position before Your Honor can only be based upon its desire to rerun the study through limitless iterations using any number or combination of inputs necessary to justify a desired result while maintaining the ability to contend that "the result is a product of the ALLTEL model." Based upon the information ALLTEL has already provided, Verizon Wireless is (1) Free to conduct its own study to replace ALLTEL's study in its entirety; (2) Free to provide ALLTEL its desired inputs and ALLTEL will rerun the study based upon Verizon Wireless' inputs and assumptions; or (3) Free to run its own version of ALLTEL's study using its own inputs since ALLTEL has identified to Verizon Wireless all inputs and formulas necessary to recalculate results. As opposed to providing mere conclusory numbers, ALLTEL has provided full access to the sheets, including inputs and formulas, to allow Verizon Wireless to determine exactly how each and every


number was developed and derived. ALLTEL is under no obligation, however, to accommodate Verizon Wireless' request to subject its study to any number of manipulations aimed at justifying a desired result.

10. Verizon Wireless' implications in its Motion that ALLTEL intended or agreed to provide Verizon Wireless passwords that would allow Verizon Wireless free reign to manipulate its study contradicts the very negotiations that have gone on between ALLTEL and Verizon Wireless. ALLTEL has consistently refused to give Verizon Wireless and others the ability to play with the actual ALLTEL study to the extent of manipulating the study to desired ends.¹ ALLTEL has, however, given Verizon Wireless the complete model, including unprotected access to and identification of all inputs and formulas, which allows Verizon Wireless to evaluate the complete model, "change inputs and assumptions and recalculate results" and thus "play" with the model making whatever changes Verizon Wireless deems appropriate, precisely as Verizon Wireless has requested.

¹ALLTEL and Verizon Wireless are pursuing interconnection agreements in various jurisdictions and ALLTEL's position has been consistent throughout its negotiations.

WHEREFORE, ALLTEL Pennsylvania, Inc. prays that Your Honor deny
Verizon Wireless' Motion to Compel.

Respectfully submitted,

By 
D. Mark Thomas
Patricia Armstrong
Regina L. Matz

Attorneys for
ALLTEL Pennsylvania, Inc.

THOMAS, THOMAS, ARMSTRONG & NIESEN
212 Locust Street, Suite 500
P.O. Box 9500
Harrisburg, PA 17108-9500
(717) 255-7600

Dated: January 20, 2004

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Before The
PENNSYLVANIA PUBLIC UTILITY COMMISSION

2004 JAN 20 PM 5: 04
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Re: Cellco Partnership d/b/a Verizon : Docket No. A-3104897004
Wireless For Arbitration Pursuant to :
Section 252 of the Telecommunications :
Act of 1996 :

CERTIFICATE OF SERVICE

I hereby certify that I have this 20th day of January, 2004, served a true and correct copy of the foregoing Answer of ALLTEL Pennsylvania, Inc.'s to Cellco Partnership d/b/a Verizon Wireless' Motion to Compel 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
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

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

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HARRISBURG, PA 17108-9500

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PATRICIA ARMSTRONG

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FAX (717) 236-8278

January 20, 2004

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SECRETARY'S BUREAU
CHARLES E. THOMAS
(1913-1998)

VIA E-MAIL AND FEDERAL EXPRESS

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

DOCUMENT FOLDER

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 Weismandel'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. Weismandel (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 :

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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

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