

ORIGINAL

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February 15, 2006

VIA OVERNIGHT DELIVERY

Ms. Blanca S. Bayó, Director
Division of the Commission Clerk
& Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

RECEIVED-FPSC
06 FEB 16 AM 10:09
COMMISSION
CLERK

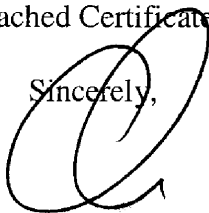
Re: Docket Nos. 050119-TL and 050125-TP

Dear Ms. Bayó:

Enclosed please find an original and fifteen (15) copies of Verizon Wireless' Responses to BellSouth Telecommunications, Inc.'s First Request for Production of Documents which we ask that you file in the captioned docket.

Please return a stamped filed copy to me in the enclosed stamped envelope. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,



Charles F. Palmer

- CMP _____
- COM _____
- CTR _____
- ECR _____
- GCL _____
- OPC _____ CFP/dpo
- RCA _____ Enclosures
- SCR _____ cc: All Parties of Record
- SGA _____
- SEC 1 _____
- OTH _____

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DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

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February 15, 2006

VIA ELECTRONIC and U.S. MAIL

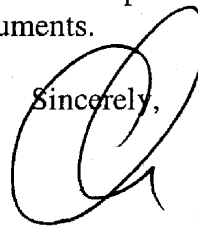
Manuel A. Gurdian, Esq.
BellSouth Telecommunications, Inc.
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Room 400
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RECEIVED-FPSC
05 FEB 16 AM 10:09
COMMISSION
CLERK

Re: Docket Nos. 050119-TL and 050125-TP

Dear Mr. Gurdian:

Enclosed is a copy of Verizon Wireless' Responses to BellSouth Telecommunications, Inc.'s First Request for Production of Documents.

Sincerely,


Charles F. Palmer

CFP/dpo
Enclosures

cc: All Parties of Record

DOCUMENT NUMBER-DATE

01323 FEB 16 08

FPSC-COMMISSION CLERK

FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of TDS Telecom d/b/a TDS)
Telecom/Quincy Telephone, ALLTEL Florida,)
Inc., Northeast Florida Telephone Company d/b/a) Docket No. 050119-TP
NEFCOM, GTC, Inc. d/b/a GT Com, Smart City)
Telecommunications, LLC d/b/a Smart City)
Telecom, ITS Telecommunications Systems, Inc.)
and Frontier Communications of the South, LLC,)
concerning BellSouth Telecommunications, Inc.'s)
Transit Service Tariff)
)
)
In re: Petition and Complaint of AT&T)
Communication of the Southern States, LLC) Docket No. 050125-TP
For suspension and cancellation of Transit Traffic)
Service Tariff No. FL2004-284 filed by)
BellSouth Telecommunications, Inc.) Filed: February 16, 2006
)
)

VERIZON WIRELESS' RESPONSES TO BELL SOUTH TELECOMMUNICATIONS, INC.'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS

Verizon Wireless, pursuant to Rule 28-106.206, Florida Administrative Code, and Rules 1.340 and 1.280, Florida Rules of Civil Procedure, hereby files the following General Objections and Responses to BellSouth Telecommunications, Inc.'s ("BellSouth") First Requests for Production of Documents, dated January 27, 2006.

GENERAL OBJECTIONS

1. Verizon Wireless objects to any interrogatory or request for production to the extent that it may seek to impose an obligation on Verizon Wireless to respond on behalf of subsidiaries, affiliates, or other persons that are not parties to this case on grounds that such requests are irrelevant, overly broad, unduly burdensome, oppressive, and not permitted by the applicable rules in discovery.

2. Verizon Wireless objects to the interrogatories and requests for production to the extent they are intended to apply to matters other than those subject to the jurisdiction of the

Commission. Verizon Wireless objects to such requests as being irrelevant, overly broad, unduly burdensome, and oppressive.

3. Verizon Wireless objects to each and every discovery request and instruction to the extent that such request or instruction calls for information that is exempt from discovery by virtue of the attorney-client privilege, work product privilege, or other applicable privilege.

4. Verizon Wireless objects to each and every discovery request insofar as the requests are vague, ambiguous, overly broad, imprecise, or utilizes terms that are subject to multiple interpretations but are not properly defined or explained for purposes of these interrogatories and requests for production. Any answers provided by Verizon Wireless in response to the requests will be provided subject to, and without waiver of, the foregoing objection.

5. Verizon Wireless objects to each and every discovery request insofar as it is not reasonably calculated to lead to the discovery of admissible evidence and is not relevant to the subject matter of this action. Verizon Wireless will attempt to note in its responses each instance where this objection applies.

6. Verizon Wireless objects to providing information to the extent that such information is already a matter of public record before this or another state commission or federal regulatory agency; or is otherwise available as a matter of public record; e.g., is available on a publicly-accessible website.

7. Verizon Wireless objects to BellSouth's discovery requests, instructions and definitions to the extent they seek to impose an obligation on Verizon Wireless beyond the requirements of the Florida Rules of Civil Procedure and Florida Law.

8. Verizon Wireless objects to each and every discovery request, insofar as any of them are unduly burdensome, expensive, oppressive, or excessively time consuming as written.

9. Verizon Wireless is a large corporation with employees located in many different locations in Florida and in other states. In the course of its business, Verizon Wireless creates countless documents that are not subject to Commission or FCC retention of records requirements. These documents are kept in numerous locations that are frequently moved from site to site as employees change jobs or as the business is reorganized. Therefore, it is possible that not every document has been identified in response to these requests. Verizon Wireless will conduct a search of those files that are reasonably expected to contain the requested information. To the extent that the requests purport to require more, Verizon Wireless objects on the grounds that compliance would impose an undue burden or expense.

10. Verizon Wireless objects to each and every discovery request to the extent that the information requested constitutes "trade secrets" pursuant to Section 90.506, Florida Statutes. Verizon Wireless also objects to each and every request that would require the disclosure of customer specific information, the disclosure of which is prohibited by §364.24, Florida Statutes. To the extent that BellSouth requests proprietary confidential business information, Verizon Wireless will make such information available in accordance with a protective agreement, subject to any other general or specific objections contained herein.

11. Verizon Wireless objects to any discovery request that seeks to obtain "all" of particular documents, items, or information to the extent that such requests are overly broad and unduly burdensome. Any answers provided by Verizon Wireless in response to this discovery will be provided subject to, and without waiver of, the foregoing objections.

REQUEST FOR PRODUCTION

REQUEST NO. 1: Please provide copies of the interconnection contract language for Verizon Wireless' agreements with ALLTEL Florida, Inc., GTC, Inc., and Smart City Telecommunications (listed on page 5 of Marc Sterling's testimony), that specifically addressed the provision of transit services and the responsible party for the payment of transit services.

Copies attached. Responses provided by Marc B. Sterling, Member Technical Staff-Contract Negotiator for Verizon Wireless. One Verizon Place, Alpharetta, Georgia 30004.

4.2 Indirect Interconnection: The Parties agree to interconnect their networks indirectly as follows:

- (a) VZW's Baton Rouge, LA switch and GT Com's switches in the Pensacola, FL LATA
- (b) VZW's Baton Rouge, LA switch and GT Com's switches in the Panama City, FL LATA
- (c) VZW's Jacksonville, FL switch and GT Com's switches in the Tallahassee, FL Market Area

The terminating Party will accept this traffic subject to compensation arrangement as outlined in § 5 below. As a compromise, and in exchange for certain other considerations provided for in this Agreement, the Parties agree that to the extent Local Traffic is exchanged indirectly *via* a third party LEC ("Third Party Tandem Provider") that the originating Party is responsible for any transit fees imposed by the Third Party Tandem Provider. The Parties agree that this compromise will in no way prejudice any position either Party may take regarding financial responsibility for charges by Third Party Tandem Providers with respect to future agreements or regulatory or legislative proceedings.

This arrangement for indirect interconnection will be subject to renegotiation if by change of law or for any other reason the Third Party Tandem Provider no longer offers the transiting service.

4.3 Transit Traffic: The Parties acknowledge and agree that this Agreement is intended to govern the exchange of traffic to and from the Parties' respective networks only. Traffic that is originated on a network of a non-party Telecommunications Carrier ("Non-Party Carrier") and routed to a Party may be delivered to the other Party's network. In addition, traffic that is originated by a customer or roamer of a Party on that Party's network that is routed to the other Party may be delivered to a Non-Party Carrier. If a Non-Party Carrier objects to the delivery of such traffic, then either Party to this Agreement may request direction from the Commission, FCC, Alabama, Florida or Georgia state courts as appropriate or federal courts. The transiting Party will continue to perform transiting functions for the other Party pending ruling from the Commission, FCC, Alabama, Florida or Georgia state courts as appropriate or federal courts. The Party performing such transiting function will bill, as specified in Section 5.3 below, the originating carrier (other Party or a Non-Party Carrier) the transiting charge. In order for the other Party or a Non-Party Carrier to bill the originating carrier (a Non-Party or other Party) for charges it is obligated to pay, the Party performing the transiting function will provide, subject to availability, total minutes of transiting traffic terminating to the terminating carrier (Non-Party Carrier or the other Party). VZW shall not perform a transiting function on behalf of a Non-Party Carrier for traffic originated by a Non-Party Carrier that is delivered to GT Com.

5.0 COMPENSATION

- 4.3. Indirect Traffic. When the Parties interconnect their networks indirectly via a third party LEC's tandem, compensation shall be in accordance with the terms of this Agreement as specified in section 4 and at the rates specified in Attachment 1. Neither Party shall deliver traffic destined to terminate at the other Party's end office via another LEC's end office or via another LEC's tandem to the other Party's tandem. When traffic to an end office that directly subtends a third party LEC's tandem exceeds 500,000 mobile to land minutes of use, then Carrier will establish a direct connection to the ALLTEL end office. If the ALLTEL end office is a remote switch, the Carrier will establish a direct connection to the ALLTEL host switch serving the ALLTEL remote switch.
- 4.3.1 With respect to Carrier's originated indirect traffic, the POI will be adjacent to and on the ALLTEL side of the third party LEC's tandem through which ALLTEL and Carrier are indirectly interconnected. With respect to ALLTEL originated indirect traffic, the POI will be adjacent to and on Carrier's side of the third party LEC's tandem through which ALLTEL and Carrier are indirectly interconnected.
- 4.3.2 Each Party will assume responsibility for the costs of transport from its switch to the POI for the traffic it originates.
- 4.3.3 ALLTEL agrees to provide local dialing parity on calls to Carrier's NPA-NXXs associated with ALLTEL's local and EAS calling scope, regardless of what transport arrangements ALLTEL utilizes to deliver intraMTA traffic to Carrier, or whether the third party tandem provider imposes or attempts to impose transit fees for traffic in the land-to-mobile direction.
- 4.4. To the extent that Carrier does not have the necessary information or capability to bill ALLTEL based upon actual, direct and/or indirect Local Traffic, Carrier will bill ALLTEL based upon the traffic factors specified in Attachment 1.
- 4.5. Unless otherwise stated in this Agreement, Ancillary Traffic will be exchanged and billed in accordance with whether the traffic is Local/EAS, or Switched Access.
- 4.6 Interconnection Facilities for direct interconnection include, but are not limited to the following:
- 4.6.1 ALLTEL service area boundary as meet-point POI
- 4.6.1.1 Carrier shall be responsible for 100% of facilities carrying mobile-to-land and land-to-mobile traffic between the ALLTEL service area boundary POI and Carrier's MSC.
- 4.6.1.2 ALLTEL shall be responsible for 100% of the facilities carrying mobile-to-land and land-to-mobile traffic between the ALLTEL service area boundary POI and ALLTEL's switch.
- 4.6.2 Carrier cell site within ALLTEL service area as POI
- 4.6.2.1 Carrier shall be responsible for 100% of facilities carrying mobile-to-land and land-to-mobile traffic between the cell site POI and Carrier's MSC.
- 4.6.2.2 ALLTEL shall be responsible for 100% of the facilities carrying mobile-to-land and land-to-mobile traffic between the cell site POI and ALLTEL's switch.
- 4.6.3 Carrier determines the direct trunking approach (4.7.1 vs. 4.7.2) for each POI, subject to technical feasibility requirement and ALLTEL having facilities at POI of sufficient capacity to carry the volume of traffic to be exchanged. Any dispute over location of POI will be handled pursuant to the Dispute Resolution Procedures as outlined in Part B, Section 19.
- 4.6.4 Once mutually agreed to, actual POIs will be identified either in this Agreement or through other mutually agreeable documentation.

B. Wireless-to-Landline:

Local Service Area calls originated by VZW's customers within MTA No. 13 (Tampa-St. Petersburg-Orlando) or customers of another CMRS provider that has entered into roaming arrangement with VZW, while roaming in MTA No. 13, to Smart City customers shall be routed from VZW's network via the two-way direct trunk group to Smart City's Lake Buena Vista Tandem Office Switch for termination by Smart City to its customers, as appropriate.

4.2 Indirect Traffic to Smart City: To the extent that VZW and other area ILECs have entered into or may enter into contractual arrangements for the delivery of VZW traffic to Smart City's network (i.e. traffic that is not covered elsewhere in this Agreement) for termination to Smart City's customers, Smart City will accept this traffic subject to compensation arrangement as outlined in Section 5 below.

4.3 Transit Traffic: The Parties acknowledge and agree that this Agreement is intended to govern the exchange of traffic to and from the Parties' respective networks only. Traffic that is originated on a network of a non-party Telecommunications Carrier ("Non-Party Carrier") and routed to a Party may be delivered to the other Party's network. In addition, traffic that is originated by a customer or roamer of a Party on that Party's network that is routed to the other Party may be delivered to a Non-Party Carrier. If a Non-Party Carrier objects to the delivery of such traffic, then either Party to this Agreement may request direction from the Commission, FCC, Florida state courts or federal courts. The transiting Party will continue to perform transiting functions for the other Party pending ruling from the Commission, FCC, Florida state courts or federal courts. The Party performing such transiting function will bill, as specified in Section 5.3 below, the originating carrier (other Party or a Non-Party Carrier) the transiting charge. In order for the other Party or a Non-Party Carrier to bill the originating carrier (a Non-Party or other Party) for charges it is obligated to pay, the Party performing the transiting function will provide, subject to availability, total minutes of transiting traffic terminating to the terminating carrier (Non-Party Carrier or the other Party). VZW shall not perform a transiting function on behalf of a Non-Party Carrier for traffic originated by a Non-Party Carrier that is delivered to Smart City.

5.0 COMPENSATION

5.1 Traffic Subject to Reciprocal Compensation.

Reciprocal Compensation is applicable for Transport and Termination of Local Traffic as defined in Section 1.18 and is related to the exchange of traffic described in Section 4 and in Attachment B, as applicable. For the purposes of billing compensation for Local Traffic, billed minutes will be based upon actual

usage recorded and/or records/reports provided by the transiting carrier. Measured usage begins when the terminating recording switch receives answer supervision from the called end-user and ends when the terminating recording switch receives or sends disconnect (release message) supervision, whichever occurs first. The measured usage is aggregated at the end of the measurement cycle and rounded to a whole minute. Billing for Local Traffic shall be based on the aggregated measured usage less traffic recorded as local that is deemed Non-Local Traffic based on the default factor provided in Section 5.4.3.

The rate for Reciprocal Compensation shall be \$0.020 per minute.

The Parties agree to bill each other for Local Traffic as described in this Agreement unless the Local Traffic exchanged between the Parties is balanced and falls within an agreed upon threshold ("Traffic Balance Threshold"). The Parties agree that for purposes of this Agreement, the Traffic Balance Threshold is reached when the Local Traffic exchanged, both directly and indirectly, falls between 55% / 45% in either the wireless-to-landline or landline-to-wireless direction. When the actual usage data for three (3) consecutive months indicates that the Local Traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for Reciprocal Compensation per minute. Upon written consent by the Party receiving the request, which shall not be withheld unreasonably, there will be no billing for Reciprocal Compensation on a going forward basis unless otherwise agreed to by both Parties, in writing. The Parties' agreement to eliminate billing for Reciprocal Compensation carries with it the precondition regarding the Traffic Balance Threshold discussed above. As such, the two points have been negotiated as one interrelated term containing specific rates and conditions, which are non-separable for purposes of Section 16, hereof.

5.2 Traffic Subject to Access Charges.

Access charges apply to all Non-Local Traffic originated on VZW's network and delivered to Smart City for termination to its customers as described in Section 4 and Attachment B, as applicable. VZW shall compensate Smart City at Smart City's applicable access tariff rates for all VZW-originated Non-Local Traffic only to the extent that such VZW-originated Non-Local Traffic is not handed off to an Interexchange Carrier for delivery to Smart City.

5.3 Traffic Subject to Transit Compensation.

As described in Section 4.3, Transit Compensation is applicable to Transit Traffic that originates on one Party's network, traverses the other Party's network, and is terminated on a Non-Party Carrier's network.

The rate for Transiting Compensation shall be \$0.005 per minute.

CERTIFICATE OF SERVICE
Docket Nos. 050119-TP and 050125-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing Responses to BellSouth Telecommunications, Inc.'s First Request for Production of Documents has been served by Electronic Mail and U.S. mail this 16th day of February 2006 to the following:

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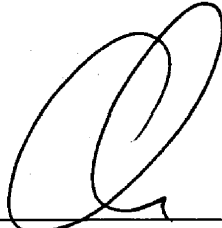
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A handwritten signature in black ink, consisting of a large, stylized 'C' followed by a smaller 'P' and a horizontal line extending to the right.

Charles F. Palmer