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**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF UTAH**

IN THE MATTER OF THE PETITION OF)
QWEST CORPORATION FOR ARBITRATION OF)
AN INTERCONNECTION AGREEMENT WITH)
UNION TELEPHONE COMPANY d/b/a UNION) Docket No. 04-049-145
CELLULAR UNDER SECTION 252 OF THE)
FEDERAL TELECOMMUNICATIONS ACT)

**OPPOSITION OF UNION TELEPHONE COMPANY TO QWEST’S MOTION FOR
MODIFICATION OF SCHEDULE**

Union Telephone Company (“Union”), hereby files its Opposition to the Motion of Qwest for a Modification of the Schedule as established by the Commission in its November 9, 2006 Seventh Scheduling Order. In support of its Opposition, Union would state as follows:

1. Qwest Corporation (“Qwest”) on or about September 30, 2004, filed with the Public Service Commission of Utah (“Commission”) a Petition for Arbitration of an interconnection agreement with Union. The matter has been pending for these many months and needs to be resolved.

2. In its Motion to Modify the Schedule, Qwest notes that it filed a Motion to Compel on or about November 1, 2006 seeking an order compelling full and complete

responses to Qwest Data Request Nos. 4-002, 4-004, 4-005, 4-008, 4-009, 5-002, and 5-003.

In addition, Qwest stated:

“Qwest’s motion requested that the Commission order Union to confirm in writing that (1) Qwest may utilize confidential information provided by Union in discovery in Colorado Public Utilities Commission Docket No. 04 B-491T as confidential information in this docket; (2) Union does not have any information other than the information actually provided in its responses to Qwest in Data Request Nos. 1-017, 4-001, 5-001 that is responsive to those requests; and (3) Union does not track usage of its GSM switch or cell sites by busy or peak hour and, therefore, did not respond to Qwest Data Request No. 4-019. . . .”

3. Following a scheduling hearing on Qwest’s Motion to Compel before the Commission, Union filed a response to Qwest’s Motion generally opposing Qwest’s request for additional information but also filing a Motion to Compel regarding outstanding discovery that had been propounded by Union to Qwest.

4. Following the exchange of pleadings, the parties met by telephone and discussed the outstanding motions to compel. As a result of these discussions, the parties reached a tentative agreement with respect to the different motions to compel and advised the Commission that a hearing on the motions was no longer necessary. Union memorialized the discussion by letter dated December 4, 2006 in which it rehearsed the discussion between counsel.

5. In the December 4, 2006 letter to Qwest’s counsel, Union indicated that as to Union’s Motion to Compel, Qwest’s proposal to provide certain monthly traffic summaries would be appropriate and would resolve the issue. Union noted that Qwest was reviewing its ability to provide such information assuming that a response would be forthcoming.

6. As to the Qwest requests, they were discussed in turn:

a.) DR 4-002/4-008: Qwest had requested current contracts and similar documentation to which Union had objected as being overly burdensome. Union, in

response, had suggested that Qwest review the contracts at Union's business office in Mountain View, Wyoming. Qwest clarified its request and noted that it was only requesting major contracts associated with the switch, BSC and BTS. Union noted a concern with confidentiality but indicated that it would provide the major contracts.

b) DR 4-004/DR 4-005: Qwest had requested a map or other document depicting the locations of each of the 325 cell sites used in Union's cost study. While Union indicated that it had provided such documentation, it agreed that it would provide a specific designation for the sites. Union, in fact, on December 22, 2006, provided the designations requested. As to DR 4-005, the same was addressed as part of the earlier response.

c) DR 4-009/DR 4-019: Qwest had requested for the 71 GSM-only sites that Union identify information related to voice capacity and data capacity for the sites. While Union indicated it had provided the information, Qwest indicated that it wanted a breakdown of the equipment as to type; voice or data. Union indicated that it did not maintain its record in such a fashion and Qwest requested confirmation of such a response. While Union indicated both verbally and in its letter of December 4, 2006 that such was the case, it agreed to supplementation. Nevertheless, while the supplementation was provided on December 29, 2006, the information had been previously provided. The same response is applicable to Qwest's data request number 4-019.

d) DR 5-002/DR 5-003: These data requests were also addressed.

7. In its Motion to Reschedule, Qwest indicates that as of this date it had not received the information with respect to Qwest's Data Request Nos. 4-002 and 4-008 or received written confirmation of oral representations relating to Qwest's Data Request Nos. 4-009 or 4-019. The representations are misleading.

8. As to Qwest Data Request Nos. 4-009 and 4-019, Union made verbal representations in November as to the responses and provided written documentation by letter dated December 4, 2006. Moreover, while it agreed to supplement the responses, the same was provided in the supplementation provided on even date although this was a formality given the earlier representations.

9. As to Qwest Data Request Nos. 4-002 and 4-008, while a response was provided on this date, Union had indicated in November that the documents would be available at Union's office in Mountain View, Wyoming if Qwest wanted to review them at that location.

10. In sum, Union acknowledges that the supplementation relating to the Union contract was provided on this date. Nevertheless, Qwest has had the information for most of the data requests for a sufficient amount of time in which to prepare its supplemental testimony. Certainly, an additional 21 days is not necessary. Union would agree to allow Qwest an additional five (5) days in which to provide its supplemental testimony in order to maintain the present hearing schedule. Union objects to an extension beyond that time period.

WHEREFORE, as Qwest filed a Petition for Arbitration on or about September 30, 2004, its present Motion to continue the hearing schedule should be denied and only a small accommodation of five (5) days be allowed to address Qwest's need to prepare surrebuttal testimony.

DATED this 29th day of December, 2006.



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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was served via electronic mail and/or first class mail (postage prepaid) on the 29th day of December, 2006, addressed as follows:

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