

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

In the Matter of Verizon's Objection,) Docket No. 08-2430-01
Protest and Request for Investigation in)
Response to Qwest's Recent Filing of its)
Revised Access Service Tariff Sheets 13,)
13.1, and 16)

VERIZON'S RESPONSE TO QWEST'S FIRST SET OF DATA REQUESTS

MCI Communications Services, Inc. d/b/a Verizon Business Services ("Verizon Business") hereby provides its response to Qwest Corporation's ("Qwest's") First Set of Data Requests in the above-referenced proceeding.

Verizon Business's responses and objections shall not be construed as a waiver of any other objection Verizon Business may have, including objections to the use of any response for any purpose, in this proceeding or any other proceeding, including but not limited to objections regarding relevance, privilege, discoverability, and/or admissibility of documents. As Verizon Business's investigation and analysis of this proceeding is ongoing, Verizon Business expressly reserves the right, but does not undertake any obligation, to supplement or amend the objections and responses set forth below.

CONFIDENTIAL INFORMATION

Any confidential or proprietary information or documents that Verizon Business produces to Qwest are subject to the Protective Order issued by the Public Service Commission of Utah ("Commission") in this proceeding on March 2, 2009.

GENERAL OBJECTIONS

Verizon Business makes the following General Objections to Qwest's First Set of Data Requests. These General Objections are incorporated by reference and made part of Verizon Business's responses to each and every request as if fully repeated therein:

1. Verizon Business interprets Qwest's data requests to apply to Verizon Business's regulated intrastate operations in Utah and limits its responses accordingly. To the extent that any request, definition or instruction is intended to apply to matters that take place outside the state of Utah and that are not related to Utah operations subject to the jurisdiction of the Commission, and to the extent any request, definition or instruction seeks documents or information about services or business activities not subject to the jurisdiction of the Commission, Verizon Business objects to such request as irrelevant, overly broad, unduly burdensome, and oppressive.
2. Verizon Business objects to each and every request, as well as to each definition and instruction, to the extent it seeks to impose requirements or obligations on Verizon Business beyond, in addition to, or different from those imposed by Utah law or Commission rules and practices.
3. Verizon Business objects to each and every request, as well as to each definition and instruction, to the extent it seeks documents or information protected from discovery by the attorney-client privilege, the work-product doctrine, the community of interest doctrine, a joint defense agreement, or any other applicable privilege, immunity, or doctrine. Pursuant to this objection, Verizon Business specifically reserves the right to request the return of such documents or information from Qwest, without prejudice to any claim of privilege, in the event any such document or information is inadvertently produced. Nothing contained in these responses is intended to be, or in any way constitutes, a waiver of any such applicable privilege, immunity, or doctrine.

4. Verizon Business objects to each and every request, as well as to each definition and instruction, to the extent it is overly broad, unduly burdensome, oppressive, or as written, would be unduly expensive or time consuming to provide a response.
5. Verizon Business objects to each and every request, as well as to each definition and instruction, that seeks to obtain “all” or “each” document, item, or other such piece of information to the extent that such discovery is overly broad and unduly burdensome.
6. Verizon Business objects to each and every request, as well as to each definition and instruction, to the extent it is overly broad, vague, imprecise, ambiguous, or utilizes terms that are subject to multiple interpretations but are not properly defined or explained for purposes of these requests, and to the extent it seeks documents or information not identified with reasonable particularity. Verizon Business reserves the right to define its own terms in its responses.
7. Verizon Business objects to each and every request, as well as to each definition and instruction, to the extent it is not reasonably calculated to lead to the discovery of admissible evidence and is not relevant to the subject matter of this action.
8. Verizon Business objects to each and every request, as well as to each definition and instruction, to the extent it seeks documents or information that are beyond Verizon Business’s knowledge, possession, custody or control.
9. Verizon Business objects to each and every request, as well as to each definition and instruction, to the extent it seeks documents or information that is not collected or maintained by Verizon Business in the normal course of business including, but not limited to, documents or information that would require Verizon Business to undertake special studies.
10. Verizon Business is a large organization with employees located in many different locations in Utah and in other states. In the course of its business, Verizon Business creates countless documents that are not subject to record retention requirements of the Commission or the Federal Communications Commission. These documents are kept in numerous locations and 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 Business will conduct a reasonable and diligent search of those files that are reasonably expected to contain the requested information. To the extent that any request, definition or instruction purports to require more, Verizon Business objects on the grounds that compliance would impose an undue burden or expense.
11. Verizon Business objects to each and every request, as well as to each definition and instruction, to the extent it seeks to have Verizon Business create documents not in existence at the time of the request.

12. Verizon Business objects to each and every request, as well as to each definition and instruction, to the extent it seeks documents or information that, by reason of filing with public agencies or otherwise, are in the public domain, are otherwise accessible to Qwest, or are as accessible to Qwest as they are to Verizon Business.
13. Verizon Business objects to each and every request to the extent it seeks information about “Verizon’s ILEC/RBOC,” as that company does not provide local exchange service in Utah, and its operations in other states are not relevant to the subject matter of this proceeding.
14. Verizon Business objects to each and every request, as well as to each definition and instruction, to the extent each is redundant and duplicative of other discovery requests.
15. Verizon Business objects to each and every request, as well as to each definition and instruction, to the extent it is not limited to any stated period of time that is longer than is relevant for purposes of the issues in this docket, as such discovery is overly broad and unduly burdensome.
16. Nothing contained in Verizon Business’s responses to any request is intended to be, or in any way constitutes, a waiver of its objections or right to object to any additional, supplemental, or further request, or any part thereof. Verizon Business expressly reserves the right to identify additional objections in its future or supplemental responses to these data requests.
17. Verizon Business objects to the continuing nature of Qwest’s data requests as outside the bounds of permissible discovery under Utah law and Commission precedent. Verizon Business expressly reserves the right (but does not undertake any obligation) to supplement, revise, amend, correct, clarify, or otherwise modify its responses at any time. Verizon Business also reserves the right to assert any other applicable objections to these requests, and to object to any other request relating to the subject matter of its responses.

Notwithstanding the foregoing general objections, but without waiving them, Verizon Business responds as follows:

QWEST DATA REQUEST 1. When did MCI and WorldCom merge their companies?

RESPONSE: MCI Communications Corporation and WorldCom, Inc. merged on September 14, 1998.

RESPONSIBLE PERSON: Legal

QWEST DATA REQUEST 2. Why did MCI choose to maintain separate ACNA for those entities?

RESPONSE: Verizon Business objects to Qwest's use of the word "choose" on the ground that it assumes facts not in evidence and lacks foundation. Subject to and without waiving that objection, Verizon Business responds as follows: The merger identified in response to Data Request 1 was a merger of two holding companies, and did not involve a merger of or consolidation of any operating companies. Holding companies are not assigned ACNAs (or Access Carrier Name Abbreviation), so neither MCI Communications Corporation nor WorldCom, Inc. had any ACNA to maintain or change. Because the MCI-WorldCom merger did not involve a consolidation of operating entities or their networks, there was no operational, business, technical or other reason, let alone any requirement, for the companies to consider maintaining, changing or renaming their respective ACNAs. Nor would there have been any perceived benefit in doing so. Consolidating networks is a complex, expensive process that also involves changes to a carrier's billing, provisioning and other back-office systems. In addition, changing ACNAs is a multi-lateral process that requires coordination and changes by multiple carriers, and is not a unilateral act carried out by a single carrier.

RESPONSIBLE PERSON: Donald Price

QWEST DATA REQUEST 3. When did Verizon and MCI/WorldCom merge?

RESPONSE: Verizon Communications Inc. and MCI, Inc. merged on January 6, 2006.

RESPONSIBLE PERSON: Legal

QWEST DATA REQUEST 4. Why did Verizon choose to maintain separate ACNA for those entities?

RESPONSE: Verizon Business objects to Qwest's use of the word "choose" on the ground that it assumes facts not in evidence and lacks foundation. Subject to and without waiving that objection, Verizon Business responds as follows: The merger identified in response to Data Request 3 was a merger of two holding companies, and did not involve a merger of or consolidation of any operating companies. Holding companies are not assigned ACNAs, so neither Verizon Communications Inc. nor MCI, Inc. had any ACNA to maintain or change. Because the MCI-Verizon merger did not involve a consolidation of operating entities or their networks, there was no operational, business, technical or other reason, let alone any requirement, for the companies to consider maintaining, changing or renaming their respective ACNAs. Nor would there have been any perceived benefit in doing so. Consolidating networks is a complex, expensive process that also involves changes to a carrier's billing, provisioning and other back-office systems. In addition, changing ACNAs is a multi-lateral process that requires coordination and changes by multiple carriers, and is not a unilateral act carried out by a single carrier.

RESPONSIBLE PERSON: Don Price

QWEST DATA REQUEST 5. Please provide, for the past 12 months, data on Feature Group D (FGD) MOU terminating to Qwest in Utah. Please also provide the data on total Verizon, and differentiate between the MCI ACNA and WTL ACNA.

- a. By month, total terminating MOU.
- b. By month, MOU and % of MOU that is 800-originated,
- c. By month, MOU and % of MOU that is international-originated,
- d. By month, MOU and % of MOU that is international-originated in Canada,
- e. By month, MOU and % of MOU that is VoIP-originated
- f. By month, MOU and % of MOU that is TDM-originated.

RESPONSE: In addition to the General Objections previously stated, Verizon Business objects to this request because the terms “800-originated,” “international-originated,” “VoIP-originated,” and “TDM-originated” are not defined and are subject to multiple interpretations. Verizon Business also objects to this request as being overly broad and unduly burdensome. Verizon Business does not in the ordinary course of business compile and maintain the specific types of data requested. Special studies would be required to produce the information, and that would be a time-consuming, costly and resource-intensive task. Subject to and without waiving these objections, Verizon Business responds as follows: see response to Data Request 7.

RESPONSIBLE PERSON: Patrick Merrick

QWEST DATA REQUEST 6. Please provide, for the past 12 months, the amount of traffic in Utah that Verizon identifies in its own system as of an indeterminate jurisdiction (i.e., is lacking both Charge Number and Calling Party Number) by month, LATA/BAN, and ACNA.

RESPONSE: Verizon Business objects to this request because the phrase “indeterminate jurisdiction” is not sufficiently defined, is ambiguous, and is subject to multiple interpretations. Verizon Business also objects that the request is vague, ambiguous and argumentative, because Qwest has not explained what information it looks at and considers when making a determination of whether a Charge Number or Calling Party Number is valid. Verizon Business also objects to this request as being unduly burdensome. Verizon Business does not in the ordinary course of business compile and keep information to the extent requested. The information is not readily available, and it would be unduly burdensome for Verizon Business to produce 12 months of traffic information. Subject to and without waiving those objections, Verizon Business responds as follows:

Verizon Business interprets the request as asking for information about traffic it delivers to a local exchange carrier that the terminating LEC categorizes as being of “an indeterminate jurisdiction” based on the criteria or factors that the terminating LEC uses. If Qwest (as Verizon Business believes) considers an internationally-originated call to be “of an indeterminate jurisdiction” because it either lacks both Charge Number and Calling Party Number or contains a Charge Number or Calling Party Number with more than 10 digits, Verizon Business’s internal systems would identify the traffic as being of indeterminate jurisdiction. CONFIDENTIAL Attachment A contains data from the Third Quarter of 2008 that is responsive to this request. Data for this three-month period was selected because it was used in the most recent development of Verizon Business’s PIU factors for Utah. While the data request seeks information by “LATA/BAN,” Verizon Business notes that there is only one LATA in Utah in which Qwest provides switch access service to Verizon Business, and states that its systems do not compile information by BAN (Billing Account Number).

The fact that traffic is identified as of “an indeterminate jurisdiction” from the perspective of the terminating LEC does not mean that Verizon Business’s systems are unable to identify the jurisdiction of the traffic that is so classified. See response to Data Request 14, in which Verizon Business describes the internal process it follows to determine a call’s jurisdiction. Thus, the fact that Qwest, as a terminating LEC, classifies a call to be of “indeterminate jurisdiction” does not mean that the jurisdiction of the call cannot be determined. See, for example, the response to Data Request 7, which contains data on internationally-originated traffic. In contrast, Qwest has failed to explain what information it reviews, such as international signaling indicators that accompany internationally-originated calls, when it determines the jurisdiction of international calls, or before classifying international calls to be “of indeterminate jurisdiction.”

RESPONSIBLE PERSON: Patrick Merrick

QWEST DATA REQUEST 7. Please provide the current source(s) for the unidentified terminating FGD traffic terminated to Qwest by Verizon in Utah.

a. Please also provide the current percentage (%) of the total unidentified traffic in Utah for each source.

b. Please provide that same comparison for the past four years (2005, 2006, 2007, and 2008).

RESPONSE: Verizon Business objects to this request because the terms “source(s)” and “unidentified terminating FGD traffic” are undefined and are subject to multiple interpretations. Verizon Business also objects to this request as being unduly burdensome. Verizon Business does not in the ordinary course of business compile and maintain the specific types of data requested, particularly over a four year period of time, as requested in sub-part (b). Because the information is not readily available, special studies would be required to produce such information, and that would be a time-consuming, costly and resource-intensive task. Subject to and without waiving those objections, Verizon Business responds as follows:

a) See CONFIDENTIAL Attachment B. The information provided is based on three months of traffic transported by Verizon Business and delivered to Qwest in Utah during the Third Quarter of 2008. Data for this period was selected because it was used in the most recent development of Verizon Business’s PIU factors for Utah.

b) See general objections stated above.

RESPONSIBLE PERSON: Patrick Merrick

QWEST DATA REQUEST 8. How much of the traffic above is originated by small LECs who use MF signaling?

RESPONSE: Verizon Business objects to this request as being unduly burdensome. Verizon Business does not measure traffic in this manner in the ordinary course of business. The information is not readily available, and special studies would be required to produce. Doing so would be a time-consuming, costly and resource-intensive task that would be unduly burdensome. Verizon Business also objects to this request as irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.

RESPONSIBLE PERSON(S): Patrick Merrick, Legal

QWEST DATA REQUEST 9. Please provide copies of all contracts with resellers who use Verizon's network to terminate FGD traffic to Qwest. Please also point out clauses in existing or template agreements that allow Verizon to pass on charges it receives from terminating LECs (Qwest ILEC) to these resellers.

RESPONSE: Verizon Business objects to this request as being unduly burdensome. Verizon Business has thousands of contracts with resellers that allow such companies to terminate FGD traffic to Qwest. It would be tremendously burdensome to require Verizon Business to produce all such agreements. In addition, most, if not all such agreements include confidentiality provisions that would preclude Verizon Business from unilaterally producing them. Because Qwest or one of its affiliates has entered into a resale agreement with Verizon Business, Qwest is able to review the terms and provisions of such an agreement for itself. Verizon Business also objects to this request as irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Verizon Business also objects to the request because the phrase "to pass on charges it receives from terminating LECs" is vague and ambiguous, and Qwest does not explain whether these are charges that may be imposed prospectively or retroactively.

RESPONSIBLE PERSON: Legal

QWEST DATA REQUEST 10. Please provide copies of contracts where Verizon is using another IXCs or other Least Cost Router network to terminate FGD traffic. Please also point to any clauses in these agreements that allow the other provider to pass on charges they receive from terminating LECs (Qwest ILEC) to Verizon.

RESPONSE: Verizon Business objects to this request as irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. In addition, such contracts are highly confidential, and contain proprietary and commercially sensitive information that is considered trade secret. If Verizon Business uses another IXC or Least Cost Router network to terminate FGD traffic, Qwest bills that other entity terminating switched access charges (based on its ACNA or BAN), and applies that carrier's PIU factor, if appropriate, to that entity's traffic. Traffic that was originated by Verizon Business is not separately identified or identifiable when it reaches the terminating LEC; rather, all traffic is treated as traffic handled by the other IXC or Least Cost Router. Accordingly, the existence of those other entities, or of any proprietary contract that Verizon has entered into with them, has no relevance to the subject matter of this case. Verizon Business also objects to the request because the phrase "to pass on charges they receive from terminating LECs" is vague and ambiguous, and Qwest does not explain whether these are charges that may be imposed prospectively or retroactively.

RESPONSIBLE PERSON: Legal

QWEST DATA REQUEST 11. Which industry standards does Verizon reference when it states that the use of JIP as a determinant of jurisdiction for terminating FGD is a standard industry practice? Please provide copies of any such industry standard, or FCC or Utah PSC orders that require ILECs to use JIP as a determinant of jurisdiction for terminating FGD traffic.

RESPONSE: As stated on the public website of Qwest Communications International, <http://www.qwest.com/wholesale/pcat/natjip.html>, the jurisdiction information parameter, or JIP, “has been embraced by the Alliance for Telecommunications Industry Solutions (ATIS) and other industry groups.” Also, according to Qwest’s website, the process by which a facilities-based carrier is to populate JIP in the call stream data “is described in the rules published by the ATIS’ Network Interconnection Interoperability Forum (NIIF) in NIIF Reference Document ATIS-0300011 ‘Part III, Installation and Maintenance Responsibilities for SS7 Links and Trunks.’ The document is available via the ATIS Document Center at <http://www.atis.org/>.” Qwest states on its website that “[b]eginning November, 2005,” Qwest will use JIP billing to “enable Qwest to rate a domestic-to domestic Cellular Call by using the actual geographic origination point of the call (as opposed to the ANI assigned to the wireless phone.” Verizon Business objects to this request to the extent it asks Verizon Business to provide a copy of these industry documents which, as evidenced by Qwest’s website, are as readily accessible to Qwest as they are to Verizon Business. Verizon Business is not aware of any FCC or Utah PSC orders that are responsive to this request.

RESPONSIBLE PERSON: Patrick Merrick

QWEST DATA REQUEST 12. Is it Verizon's position that the audit provisions currently in Qwest's tariffs are sufficient to stop the arbitrage situation Qwest is attempting to address through this tariff filing? If so, please explain in detail why that is Verizon's position.

RESPONSE: Verizon objects to this request because the phrase "arbitrage situation" is not defined and is vague. Subject to and without waiving this objection, Verizon Business responds as follows: No.

RESPONSIBLE PERSON: Patrick Merrick

QWEST DATA REQUEST 13. Does Verizon agree that it is immediately ready to cooperate with and allow a CPA firm hired by Qwest to conduct an audit of its self-reported PIU reporting process, which uses Verizon's JARS system to proceed, including providing access to the CPA firm to Verizon's personnel? Of not, please explain in detail why Verizon is unwilling to do so.

RESPONSE: Qwest's request for a formal third-party audit is premature because Qwest has not met the preconditions in its FCC tariff for conducting an audit. Under an agreement entered into in 2005, Verizon Business and Qwest agreed to work cooperatively to resolve any PIU reporting issues. Since May 2008, Verizon Business has offered to meet informally with Qwest on at least four occasions, but Qwest has not agreed to do so, in violation of its obligation to proceed in a cooperative manner. In addition, Qwest's interstate access tariff requires it to follow a series of steps outlined in Section 2.3.10.D.1.a-f before commencing an audit under Section 2.3.10.D.1.g. Qwest has not followed the process set forth in Sections 2.3.10.D.1.a-f, and therefore it is premature to proceed with a formal audit.

RESPONSIBLE PERSON(S): Patrick Merrick, Legal

QWEST DATA REQUEST 14. Please provide a detailed process, including work flow diagrams, and system logic and data inputs and outputs, describing the method by which Verizon calculates the volume of their unidentified FGD traffic terminating to Qwest. Please also describe the source that Verizon has uncovered for the unidentified traffic, including any change over time of that source.

RESPONSE: Verizon Business objects to this request because the term “unidentified traffic” is not defined and is subject to multiple interpretations. Subject to and without waiving this objection, Verizon Business responds as follows: See CONFIDENTIAL Attachment C. See also response to Data Request 7 for information about the sources of “unidentified” traffic.

RESPONSIBLE PERSON: Patrick Merrick

QWEST DATA REQUEST 15. In 2003, Verizon described the source of the unidentified terminating FGD traffic as associated with its DAL customers. Verizon claimed in 2004 that 98.8% of the unidentified traffic came from DAL traffic. In 2005, Verizon also claimed that Pre-Paid Calls were also responsible for unidentified traffic. Does Verizon still claim that DAL customers represent the main source for unidentified traffic?

a. If so, what portion (by percent) of Verizon's unidentified traffic is attributed to DAL, Pre-Paid, and any other source that Verizon can identify?

b. Also, what steps has Verizon undertaken or projects launched to reduce the volume of unidentified terminating FGD traffic. Specifically, discuss the project that Verizon discussed with Qwest in 2005 which was to implement an appropriate ANI associated with the Verizon DAL customers, including the original project scope and the resulting shift of minutes from unidentified traffic to identified traffic.

c. Also, please provide the volume and percentage of traffic that shifted from unidentified to intrastate and from unidentified to interstate as a result of this project.

RESPONSE: Verizon Business objects to this request because the term "unidentified traffic" is not defined and is subject to multiple interpretations. Subject to and without waiving this objection, Verizon Business responds as follows: DAL customers do not represent the main source for "unidentified" traffic.

a.) See response to Data Request 7 a.

b.) This was a one-time project that was completed in 2005, and not part of an ongoing effort. The project involved issuing notices and requests to sales support and customers for all network DALs, requesting that a telephone number (TN) be added to the trunk. The results are reflected in Verizon Business's response to Data Request 7 a. There are several reasons why the project did not result in 100% successful TN insertion, including: certain enterprise customers do not want to pass originating TNs due to their type of business (e.g., women's shelters, collection agencies); wholesale carrier trunks where an originating TN is not applicable; and advanced PBX customers that prefer the flexibility to send originating TN as they wish. Notably, the FCC does not mandate that a calling party number be made available on every call; rather, it requires a network carrier to pass a CPN through its network to the terminating end whenever it is present and wherever technically feasible.

c.) Verizon Business objects to this request because it is burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Calculating those amounts would have required a special study which Verizon Business did not perform at the time, and such data is no longer readily available.

RESPONSIBLE PERSON: Patrick Merrick

QWEST DATA REQUEST 16. In 2005, Verizon also claimed that Pre-Paid Calls were also responsible for unidentified traffic since at least 2003. Does Verizon still claim that Pre-Paid Calls represent a source for their unidentified traffic?

- a. If so, in what percentage of the traffic, and how has that changed over time?
- b. What steps has Verizon undertaken to modify the third-party platform used for Pre-Paid calls, and during what timeframes have these actions taken place?
- c. Please provide the volume and percentage of traffic that shifted from unidentified traffic to intrastate traffic and from unidentified traffic to interstate traffic as a result of these steps.

RESPONSE: Verizon Business objects to this request because the term “unidentified traffic” is not defined and is subject to multiple interpretations. Subject to and without waiving this objection, Verizon Business responds as follows: Pre-Paid calls are a source of “unidentified” traffic.

- a. See response to Data Request 7 a.
- b. In 2007 and prior years, Verizon Business transited calls for many Pre-Paid products through a third-party platform. The characteristics of that platform prevented the originating number from being passed to the terminating end of the call. All of that traffic was migrated to an in-house calling platform in 2007, and Verizon Business ceased using that third-party platform. Verizon Business’s in-house platform does pass the originating number to the terminating end of the call.
- c. Verizon Business objects to this request because it is burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Calculating those amounts would have required a special study which Verizon Business did not perform at the time, and such data is no longer readily available.

RESPONSIBLE PERSON: Patrick Merrick

QWEST DATA REQUEST 17. In 2007, Verizon also claimed that Internationally-Originated calls were also responsible for unidentified traffic. Does Verizon still claim that Internationally-Originated calls represent a source for their unidentified traffic?

- a. If so, in what percentage of the traffic, and how has that changed over time?
- b. Please explain in detail what steps has Verizon undertaken to reduce the impact of Internationally Originated calls as the source of unidentified traffic?

RESPONSE: Verizon Business objects to this request because the term “unidentified traffic” is not defined and is subject to multiple interpretations. Subject to and without waiving this objection, Verizon Business responds as follows: Internationally-Originated calls are a source of “unidentified” traffic.

- a. See response to Data Request 7 a.
- b. Verizon Business objects to this request to the extent it implies that Verizon Business has a responsibility “to reduce the impact of Internationally Originated Calls,” because it is misleading. Verizon Business is a major provider of international communication services, and there is no legitimate basis for suggesting that it should reduce or otherwise limit its marketing, sale or provision of international calling services, or to suggest that it is not appropriate for Verizon Business to send internationally-originated calls to customers in Utah. On internationally-originated calls, Verizon Business does not do anything to fail to pass along information that it receives about the call’s origination. Verizon Business also includes international calls in its calculation of PIU factors. Both Verizon Business and Qwest receive information that can be used to identify and measure internationally-originated calls. This information includes, notably, the Calling Party Number Nature of Address indicator and the Incoming International Call indicator. Because Qwest has been unresponsive to Verizon Business’s questions about its business rules, processes and procedures that it uses to determine the jurisdiction of internationally-originated calls, Verizon Business is uncertain as to what additional steps can be taken to more accurately identify internationally-originated calls.

RESPONSIBLE PERSON: Patrick Merrick

QWEST DATA REQUEST 18. Please explain why Verizon believes the 8XX tariff provisions would be over-ruled by Qwest's Termination tariff provisions. Please provide a specific example in support of your position.

RESPONSE: That is not Verizon Business's position.

RESPONSIBLE PERSON: Patrick Merrick

QWEST DATA REQUEST 19. Please provide the state-specific traffic studies performed by Verizon ILEC to support its floor of 7 + 2% in Arizona, Idaho, Oregon and Washington (plus the 14 other states outside of Qwest's 14-state region where a similar tariff is effective). If no state-specific studies were performed, please provide any traffic study performed by Verizon ILEC to support its floor of 7 + 2%.

RESPONSE: Verizon Business objects to this request because information about its ILEC affiliate's tariffs in states outside of Utah is not relevant or reasonably calculated to lead to admissible evidence. That company does not provide local exchange service in Utah and is not regulated by the Commission. Verizon Business also objects to this request because, to the extent it seeks information that was submitted in other state proceedings, that information is a matter of public record, and is equally available to Qwest as it is to Verizon Business.

RESPONSIBLE PERSON: Legal

QWEST DATA REQUEST 20. Verizon's Arizona Access Service Tariff states in 6.5.5.H.1.a.1 provides as follows:

The Company may recalculate the overall customer average "floor" quarterly. In addition, subsequent reviews or audits of specific customer usage may result in a new "floor" for that customer.

Please provide quarterly tracking, by customer, of the floor being applied in Arizona from October 25, 2007 to the most recent quarterly period.

RESPONSE: Verizon Business objects to this request because information about its ILEC affiliate's tariffs or business operations in states outside of Utah is not relevant or reasonably calculated to lead to admissible evidence. That company does not provide local exchange service in Utah and is not regulated by the Commission. Subject to and without waiving this objection, Verizon Business responds as follows: The language cited in the Arizona tariff is permissive, and Verizon Business is informed that Verizon has not applied that provision and, thus, no such "quarterly tracking" has been undertaken.

RESPONSIBLE PERSON: Legal

QWEST DATA REQUEST 21. Please provide and studies that reveal the percentage of 1+ traffic originated by Verizon ILEC end-users which lack CN or CPN.

RESPONSE: Verizon Business objects to this request because information about its ILEC affiliate's operations in states outside of Utah is not relevant or reasonably calculated to lead to admissible evidence. That company does not provide local exchange service in Utah and is not regulated by the Commission.

RESPONSIBLE PERSON: Legal

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MCI Communications Services, Inc. d/b/a Verizon Business Services ("Verizon Business"), on April 9, 2009, hereby provides its supplemental response to Qwest's First Set of Data Requests in the above-referenced proceeding.

CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER IN DOCKET NO. 08-2430-01

QWEST'S REQUEST FOR SUPPLEMENTAL RESPONSE:

SUPPLEMENTAL RESPONSE:

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MCI Communications Services, Inc. d/b/a Verizon Business Services ("Verizon Business"), on May 5, 2009, hereby provides its supplemental response to Qwest Corporation's ("Qwest's") First Set of Data Requests in the above-referenced proceeding.

During a discovery conference on April 9, 2009, Qwest asked Verizon Business to provide additional information in response to Data Request No. 9.

QWEST DATA REQUEST 9: Please provide copies of all contracts with resellers who use Verizon's network to terminate FGD traffic to Qwest. Please also point out clauses in existing or template agreements that allow Verizon to pass on charges it receives from terminating LECs (Qwest ILEC) to these resellers.

RESPONSE: In addition to the general objections set forth in the original response to Qwest's First Set of Data Requests, Verizon Business objects to this request as being unduly burdensome. Verizon Business has thousands of contracts with resellers that allow such companies to terminate FGD traffic to Qwest. It would be tremendously burdensome to require Verizon Business to produce all such agreements. In addition, most, if not all such agreements include confidentiality provisions that would preclude Verizon Business from unilaterally producing them. Verizon Business also objects to this request as irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Verizon Business also objects to the request because the phrase "to pass on charges it receives from terminating LECs" is vague and ambiguous. Notwithstanding and without waiving these objections, Verizon Business responds as follows: based on a review of representative agreements, there are no clauses in Verizon Business's agreements with its resellers that allow Verizon Business to retroactively pass on access charges that it is billed by Qwest based on Qwest's reclassification of traffic.

RESPONSIBLE PERSON: Legal

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VERIZON'S RESPONSE TO QWEST'S SECOND SET OF DATA REQUESTS

MCI Communications Services, Inc. d/b/a Verizon Business Services ("Verizon Business") hereby provides its response to Qwest Corporation's ("Qwest's") Second Set of Data Requests in the above-referenced proceeding.

Verizon Business's responses and objections shall not be construed as a waiver of any other objection Verizon Business may have, including objections to the use of any response for any purpose, in this proceeding or any other proceeding, including but not limited to objections regarding relevance, privilege, discoverability, and/or admissibility of documents. As Verizon Business's investigation and analysis of this proceeding is ongoing, Verizon Business expressly reserves the right, but does not undertake any obligation, to supplement or amend the objections and responses set forth below.

CONFIDENTIAL INFORMATION

Any confidential or proprietary information or documents that Verizon Business produces to Qwest are subject to the Protective Order issued by the Public Service Commission of Utah ("Commission") in this proceeding on March 2, 2009.

GENERAL OBJECTIONS

Verizon Business makes the following General Objections to Qwest's First Set of Data Requests. These General Objections are incorporated by reference and made part of Verizon Business's responses to each and every request as if fully repeated therein:

1. Verizon Business interprets Qwest's data requests to apply to Verizon Business's regulated intrastate operations in Utah and limits its responses accordingly. To the extent that any request, definition or instruction is intended to apply to matters that take place outside the state of Utah and that are not related to Utah operations subject to the jurisdiction of the Commission, and to the extent any request, definition or instruction seeks documents or information about services or business activities not subject to the jurisdiction of the Commission, Verizon Business objects to such request as irrelevant, overly broad, unduly burdensome, and oppressive.
2. Verizon Business objects to each and every request, as well as to each definition and instruction, to the extent it seeks to impose requirements or obligations on Verizon Business beyond, in addition to, or different from those imposed by Utah law or Commission rules and practices.
3. Verizon Business objects to each and every request, as well as to each definition and instruction, to the extent it seeks documents or information protected from discovery by the attorney-client privilege, the work-product doctrine, the community of interest doctrine, a joint defense agreement, or any other applicable privilege, immunity, or doctrine. Pursuant to this objection, Verizon Business specifically reserves the right to request the return of such documents or information from Qwest, without prejudice to any claim of privilege, in the event any such document or information is inadvertently produced. Nothing contained in these responses is intended to be, or in any way constitutes, a waiver of any such applicable privilege, immunity, or doctrine.

4. Verizon Business objects to each and every request, as well as to each definition and instruction, to the extent it is overly broad, unduly burdensome, oppressive, or as written, would be unduly expensive or time consuming to provide a response.
5. Verizon Business objects to each and every request, as well as to each definition and instruction, to the extent it is overly broad, vague, imprecise, ambiguous, or utilizes terms that are subject to multiple interpretations but are not properly defined or explained for purposes of these requests, and to the extent it seeks documents or information not identified with reasonable particularity. Verizon Business reserves the right to define its own terms in its responses.
6. Verizon Business objects to each and every request, as well as to each definition and instruction, to the extent it is not reasonably calculated to lead to the discovery of admissible evidence and is not relevant to the subject matter of this action.
7. Verizon Business objects to each and every request, as well as to each definition and instruction, to the extent it seeks documents or information that are beyond Verizon Business's knowledge, possession, custody or control.
8. Verizon Business objects to each and every request, as well as to each definition and instruction, to the extent it seeks documents or information that is not collected or maintained by Verizon Business in the normal course of business including, but not limited to, documents or information that would require Verizon Business to undertake special studies.
9. Verizon Business is a large organization with employees located in many different locations in Utah and in other states. In the course of its business, Verizon Business creates countless documents that are not subject to record retention requirements of the Commission or the Federal Communications Commission. These documents are kept in numerous locations and 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 Business will conduct a reasonable and diligent search of those files that are reasonably expected to contain the requested information. To the extent that any request, definition or instruction purports to require more, Verizon Business objects on the grounds that compliance would impose an undue burden or expense.
10. Verizon Business objects to each and every request, as well as to each definition and instruction, to the extent it seeks to have Verizon Business create documents not in existence at the time of the request.
11. Verizon Business objects to each and every request, as well as to each definition and instruction, to the extent each is redundant and duplicative of other discovery requests.

12. Nothing contained in Verizon Business's responses to any request is intended to be, or in any way constitutes, a waiver of its objections or right to object to any additional, supplemental, or further request, or any part thereof. Verizon Business expressly reserves the right to identify additional objections in its future or supplemental responses to these data requests.

13. Verizon Business objects to the continuing nature of Qwest's data requests as outside the bounds of permissible discovery under Utah law and Commission precedent. Verizon Business expressly reserves the right (but does not undertake any obligation) to supplement, revise, amend, correct, clarify, or otherwise modify its responses at any time. Verizon Business also reserves the right to assert any other applicable objections to these requests, and to object to any other request relating to the subject matter of its responses.

Notwithstanding the foregoing general objections, but without waiving them, Verizon Business responds as follows:

QWEST DATA REQUEST 1. Provide for the third quarter of 2008, or any other three-month period within the past 12 months, data on Feature Group D ("FGD") minute of use ("MOU") terminating to Qwest in Utah. Provide the data for all Verizon entities in Utah, and please differentiate between the MCI ACNA and WTL ACNA.

- i. By month, total terminating MOU where the originating calling party information (i.e., Calling Party Number/Charge Number Parameter) is indeterminate or unknown;
- ii. By month, MOU and percentage of MOU that is 800-originated where there is a valid North American Numbering Plan number that is populated in Charge Number parameter;
- iii. By month, MOU and percentage of MOU that is International-originated where the originating calling party information (i.e., Calling Party Number/Charge Number Parameter) is indeterminate internationally;
- iv. By month, MOU and percentage of MOU that is International-originated in a country that participates in North American Numbering Plan;
- v. By month, MOU and percentage of MOU that is International-originated in a country that participates in North American Numbering Plan where the originating calling party information (i.e., Calling Party Number/Charge Number Parameter) is indeterminate internationally or domestically;
- vi. By month, MOU and percentage of MOU that is VoIP-originated where the originating calling party information (i.e., Calling Party Number/Charge Number Parameter) is indeterminate internationally or domestically,

RESPONSE:

i.

BEGIN CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER

END CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER

ii. In addition to the General Objections previously stated, Verizon Business objects to this request because the term “800-originated” is not defined and is subject to multiple interpretations. Verizon Business responds further that if such a call has a valid North American Numbering Plan number populated in the Charge Number parameter, Verizon Business assumes that the call can be measured by Qwest and is identifiable.

iii. See Attachment B to Verizon’s Response to Qwest’s First Set of Data Requests, provided on March 16, 2009, wherein Verizon Business provided information about the percentage of traffic in which international indicators were present in the call record and that was labeled as unidentified. MOU for the same months are shown below. In further response, Verizon Business objects to the request because the term “indeterminate internationally” is not defined, and is vague and ambiguous.

BEGIN CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER

END CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER

iv. Verizon Business is not able to provide the information requested because it does not in the ordinary course of business compile and maintain the specific information requested. The company's systems do not make a distinction between countries that participate in the North American Numbering Plan (NANP) and non-NANP countries for calls that carry international indicators, except where there is a valid NANP telephone number present. Accordingly, Verizon Business objects to the request because it would require special studies.

v. Verizon Business is not able to provide the information requested because it does not in the ordinary course of business compile and maintain the specific information requested. The company's systems do not make a distinction between countries that participate in the North American Numbering Plan (NANP) and non-NANP countries for calls that carry international indicators, except where there is a valid NANP telephone number present. Accordingly, Verizon Business objects to the request because it would require special studies. In further response, Verizon Business objects to the request because the phrase "indeterminate internationally or domestically" is not defined, is vague and confusing.

vi. Verizon Business objects to the request because the term "VoIP-originated" is not defined and is subject to multiple interpretations. Verizon Business objects further because it does not in the ordinary course of business maintain records that identify and distinguish all VoIP and other types of traffic. Verizon Business also objects to the request because the phrase "indeterminate internationally or domestically" is not defined, is vague and confusing.

RESPONSIBLE PERSON: Patrick Merrick

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

In the Matter of Verizon’s Objection,)	Docket No. 08-2430-01
Protest and Request for Investigation in)	
Response to Qwest’s Recent Filing of its)	
Revised Access Service Tariff Sheets 13,)	
13.1, and 16)	

VERIZON’S RESPONSE TO QWEST’S THIRD SET OF DATA REQUESTS

MCI Communications Services, Inc. d/b/a Verizon Business Services (“Verizon Business”) hereby provides its response to Qwest Corporation’s (“Qwest’s”) Third Set of Data Requests in the above-referenced proceeding.

Verizon Business’s responses and objections shall not be construed as a waiver of any other objection Verizon Business may have, including objections to the use of any response for any purpose, in this proceeding or any other proceeding, including but not limited to objections regarding relevance, privilege, discoverability, and/or admissibility of documents. As Verizon Business’s investigation and analysis of this proceeding is ongoing, Verizon Business expressly reserves the right, but does not undertake any obligation, to supplement or amend the objections and responses set forth below.

GENERAL OBJECTIONS

Verizon Business makes the following General Objections to Qwest’s Third Set of Data Requests. These General Objections are incorporated by reference and made part of Verizon Business’s responses to each and every request as if fully repeated therein:

1. Verizon Business interprets Qwest’s data requests to apply to Verizon Business’s regulated intrastate operations in Utah and limits its responses accordingly. To the extent that any request, definition or instruction is intended to apply to matters that take place outside the state of Utah and that are not related to Utah operations subject to the jurisdiction of the Commission, and to the extent any request, definition or instruction seeks documents or information about services or business activities not subject to the jurisdiction of the Commission, Verizon Business objects to such request as irrelevant, overly broad, unduly burdensome, and oppressive.

2. Verizon Business objects to each and every request, as well as to each definition and instruction, to the extent it seeks to impose requirements or obligations on Verizon Business beyond, in addition to, or different from those imposed by Utah law or Commission rules and practices.
3. Verizon Business objects to each and every request, as well as to each definition and instruction, to the extent it seeks documents or information protected from discovery by the attorney-client privilege, the work-product doctrine, the community of interest doctrine, a joint defense agreement, or any other applicable privilege, immunity, or doctrine. Pursuant to this objection, Verizon Business specifically reserves the right to request the return of such documents or information from Qwest, without prejudice to any claim of privilege, in the event any such document or information is inadvertently produced. Nothing contained in these responses is intended to be, or in any way constitutes, a waiver of any such applicable privilege, immunity, or doctrine.
4. Verizon Business objects to each and every request, as well as to each definition and instruction, to the extent it is overly broad, unduly burdensome, oppressive, or as written, would be unduly expensive or time consuming to provide a response.
5. Verizon Business objects to each and every request, as well as to each definition and instruction, to the extent it is overly broad, vague, imprecise, ambiguous, or utilizes terms that are subject to multiple interpretations but are not properly defined or explained for purposes of these requests, and to the extent it seeks documents or information not identified with reasonable particularity. Verizon Business reserves the right to define its own terms in its responses.
6. Verizon Business objects to each and every request, as well as to each definition and instruction, to the extent it is not reasonably calculated to lead to the discovery of admissible evidence and is not relevant to the subject matter of this action.
7. Verizon Business objects to each and every request, as well as to each definition and instruction, to the extent it seeks documents or information that are beyond Verizon Business's knowledge, possession, custody or control.
8. Verizon Business objects to each and every request, as well as to each definition and instruction, to the extent it seeks documents or information that is not collected or maintained by Verizon Business in the normal course of business including, but not limited to, documents or information that would require Verizon Business to undertake special studies.
9. Verizon Business is a large organization with employees located in many different locations in Utah and in other states. In the course of its business, Verizon Business creates countless documents that are not subject to record retention requirements of the Commission or the Federal Communications Commission. These documents are kept in numerous locations and 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 Business will conduct a reasonable and diligent search of those files that are reasonably expected to contain the requested information. To the extent that any request, definition or instruction purports to require more, Verizon Business objects on the grounds that compliance would impose an undue burden or expense.

10. Verizon Business objects to each and every request, as well as to each definition and instruction, to the extent it seeks to have Verizon Business create documents not in existence at the time of the request.

11. Verizon Business objects to each and every request, as well as to each definition and instruction, to the extent each is redundant and duplicative of other discovery requests.

12. Nothing contained in Verizon Business's responses to any request is intended to be, or in any way constitutes, a waiver of its objections or right to object to any additional, supplemental, or further request, or any part thereof. Verizon Business expressly reserves the right to identify additional objections in its future or supplemental responses to these data requests.

13. Verizon Business objects to the continuing nature of Qwest's data requests as outside the bounds of permissible discovery under Utah law and Commission precedent. Verizon Business expressly reserves the right (but does not undertake any obligation) to supplement, revise, amend, correct, clarify, or otherwise modify its responses at any time. Verizon Business also reserves the right to assert any other applicable objections to these requests, and to object to any other request relating to the subject matter of its responses.

Notwithstanding the foregoing general objections, but without waiving them, Verizon Business responds as follows:

QWEST DATA REQUEST. For the state of Utah, please provide all terminating JARS-based CDRs for all traffic delivered to Qwest via Feature Group D for the entire day of March 25, 2009. Include all fields of data generated by JARS, and provide a detailed written description of each column heading, including but not limited to what each data field contains, any logic used to populate each field, and defining any acronyms used. In addition, please separate the JARS-based CDRs by LATA and by ACNA (MCI and WTL). Provide these JARS-based CDRs in Excel format, splitting into sequential worksheets, limited to no more than 50,000 records per worksheet and include headers in each worksheet.

RESPONSE: Verizon Business objects to this request as overbroad, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Because this proceeding involves Qwest's proposal to change the manner in which it treats "unidentified" traffic for purposes of rating such calls, the request is overbroad in that it seeks 100 percent of Verizon Business's call detail records, including records for calls for

which the jurisdiction is identified or identifiable; such calls, which represent the vast majority of Verizon Business's traffic, would not be affected by the tariff changes and, thus, records for such calls are not relevant to the proceeding. Verizon Business also objects to the request because it would require Verizon Business to create documents that do not exist at the present time, specifically, in Excel format and in the manner specified in the request. Verizon does not and did not on March 25, 2009, maintain the records requested in that manner.

RESPONSIBLE PERSON: Legal