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**BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH**

IN THE MATTER OF THE PETITION )  
OF QWEST CORPORATION FOR )  
ARBITRATION OF AN INTERCONNECTION )  
AGREEMENT WITH UNION TELEPHONE ) Docket No. 04-049-145  
COMPANY UNDER § 252 OF THE FEDERAL )  
TELECOMMUNICATIONS ACT OF 1996 )

**RESPONSE OF UNION TELEPHONE COMPANY TO  
QWEST CORPORATION'S FIRST SET OF DATA REQUESTS**

Union Telephone Company ("Union"), by and through its undersigned counsel,  
hereby responds to the First Set of Data Requests as provided by Qwest Corporation. Union  
objects to the Request to the extent that the information has been previously provided and further  
objects as the Request as it exceeds the limitation on the number to be propounded.

Nevertheless, Union's response is as follows:

**DATA REQUESTS**

**Qwest 1-001:**

List the location of the access tandem switch owned and/or operated by Union Telephone  
Company.

**Response:** Union objects to the form of the interrogatory as propounded by Qwest.

Notwithstanding the objection, Union's tandem is located at Union's office in Mountain View,  
Wyoming.

**Qwest 1-002:**

List the location of the access tandem switch owned and/or operated by Union Cellular.

**Response:** Union objects to the form of the interrogatory noting that the definitions indicate that the term “Union” shall refer to Union Telephone Company and Union Cellular, the principals and predecessors in interest, and any person acting on behalf of any of the, including, but not limited to their past or present officers, directors, shareholders, agents, representatives, employees, attorneys, accountants and investigators. Union Cellular or Union Wireless are trade names for wireless services provided by Union Telephone Company. Qwest is also aware of the testimony of Jim Woody in the related Colorado PUC proceeding. Union’s access tandem is as noted in 1-001.

**Qwest 1-003:**

List the type, model name and serial number of the access tandem switch owned and/or operated by Union Telephone Company.

**Response:** The access tandem is a Nortel 100/200/500 TOPS.

**Qwest 1-004:**

List the type, model name and serial number of the access tandem switch owned and/or operated by Union Cellular.

**Response:** See response to 1-002 and 1-003

**Qwest 1-005:**

State the geographic distance between the access tandem switch owned and/or operated by Union Telephone Company and the access tandem switch owned and/or operated by Union Cellular.

**Response:** See response to 1-002

**Qwest 1-006:**

List all commercial mobile radio service carriers with whom Union has interconnection agreements and the dates of those agreements.

**Response:** Union objects to the form of the interrogatory, but notwithstanding the objection Union indicates that it does not have in place any commercial mobile radio service (“CMRS”) carrier interconnection agreement but it is in the process of negotiating the same.

**Qwest 1-1007:**

List all local exchange carriers with whom Union has interconnection agreements and the dates of those agreements.

**Response:** Union objects to the form of the interrogatory, but notwithstanding the objection notes that it does not have an interconnection agreement with any other local exchange carrier other than Qwest. The latter involve interim agreements and a document under appeal.

**Qwest 1-008:** List all interexchange carriers or long distance carriers with whom Union has interconnection agreements and the dates of those agreements.

**Response:** Union objects to the form of the interrogatory, particularly as to the use of the terms “interexchange carriers” of “long distance carriers”. Notwithstanding the objection, Union as the local exchange carrier and as a CMRS provider has interconnected with interexchange carriers and long distance carriers pursuant to its filed tariffs and course of dealing. Union does not presently have interconnection agreements in place with interexchange carriers or long distance carriers. Nevertheless, there may be negotiated agreements in the future.

**Qwest 1-009:**

Produce all of Union Telephone Company’s documents related to entity formation and its authorization to do business in Utah including, but not limited to: Article of Incorporation, Bylaws, Applications for Certification and State Certification Documents.

**Response:** Union objects to the interrogatory as it calls for the production of documents which are as easily available to Qwest as they are to Union. The documents requested are business documents that, pursuant to the Utah Rules of Civil Procedure may be obtained from public bodies including the Utah Secretary of State and/or the Utah public Service Commission. These documents have been exchanged or are on file.

**Qwest 1-010:**

Produce all of Union Cellular’s documents related to entity formation and its authorization to do business in Utah including, but not limited to: Article of Incorporation, Bylaws, Applications for Certification and State Certification Documents.

**Response:** Union objects to the form of the interrogatory, but notwithstanding the objection, refers Qwest to the response to Interrogatory No. 1-002 and 1-009.

**Qwest 1-011:**

State whether Union Cellular originates land to mobile calls, and if so, describe how the call is routed and terminated beginning with the Union Cellular end user customer initiating the call.

**Response:** Union objects to the form of the interrogatory in that it is confusing, compound and indefinite. Notwithstanding the objection, Union would state that as a CMRS provider, it provides a fixed wireless product which might be interpreted to be a “land” facility. Utilizing

this interpretation, a fixed wireless (land) customer originating a call to a Union CMRS (mobile) customer might route the call as follows:

Union wireless customer, to base transceiver station (BTS), to base station controller (BSC), to mobile switching center (MSC), to Union tandem to MSC to BSC to BTS to customer. This assumes that the call is one that is originated by a GSM mobile customer to a mobile TDMA customer.

**Qwest 1-012:**

State whether Union Cellular acts as a “transit” carrier and, if so, list which originating or terminating carriers it has contracts with and with which originating and terminating carriers it does not have contracts.

**Response:** Union objects to the form of the interrogatory and specifically the term “transit”. To the extent the term is defined in Union/Qwest’s Interim Agreement, Union as a CMRS provider does not provide such a transiting function.

**Qwest 1-013:**

On page four of his testimony, Jason Hendricks states that switch investment is based on the actual cost of the GSM switch purchased in 2003. Explain whether the \$4,842,237 listed for switch cost in the model (C cell B7 in the “switch” tab of the cost study filed by Jason Hendricks) is the actual investment for this one GSM switch. If not, explain what the investment was for this GSM switch. State what the capacity of this GSM switch is in terms of the number of (a) cell sites; (b) busy hour minutes of use; c) busy hour calls; and (d) handsets (telephone numbers). State how many revenue-producing handsets (telephone numbers) are currently supported by the GSM switch.

**Response:** Union objects to the request to the extent that it is confusing and ambiguous. Notwithstanding the objection, Union would state that the figure cited is the actual switch investment. In addition, in response to the particular request:

- a) 515 cell sites on the e-3 controller used for the GSM;
- b) unavailable;
- c) unavailable;
- d) Response cannot be determined.

**Qwest 1-014:**

Referring to the breakdown of the \$4,842,237 cost in the Switch tab, please describe the specific equipment included in the 2232 account, in the 2124 account, and in the “Additional Balance” category.

**Response:** Union objects to the interrogatory to the extent that it is burdensome.

Notwithstanding the objection, Union provides the attachment which contains confidential information.

**Qwest 1-015:**

Referring to the \$4,842,237 on the Switch tab, produce all documentation evidencing this investment (e.g., contracts, invoices, etc.).

**Response:** See response to Qwest 1-014.

**Qwest 1-016:**

Identify the vendor from whom the GSM switch was purchased in 2003. List the model of the switch (e.g. Nortel DMS-MSC) referred to in Mr. Hendricks' testimony.

**Response:** Nortel-DMS-(GSM)-Digital Switch

**Qwest 1-017:**

Regarding the \$4,842,237 on the Switch tab of Union's cost study; please identify how much of the cost is required for:

1. Text Messaging service
2. Broadband Wireless service
3. Voice Mail service
4. Three Way/Calling/Call Waiting/Call Forwarding services
5. Caller ID service
6. Any other feature or service that is not required to terminate a call from a Qwest landline to a Union wireless customer.

**Response:** Union objects to the form of the interrogatory as it is ambiguous and compound. Union would further note that it has previously supplied information to Qwest that identifies various elements of the company's Study. Moreover, please reference the testimony of Jason Hendricks wherein he addressed the TELRIC Study and the impact of the various cost elements of the switch.

**Qwest 1-018:**

How many traditional DSO trunks are included in the \$4,842,237 on the Switch tab of Union's cost study?

**Response:** Union objects to the interrogatory as it is ambiguous.

**Qwest 1-019:**

Explain why only the minutes from Qwest to Union are used to develop the number of T1s required. State whether the traffic from Union to Qwest is carried on the same trunks that carry traffic from Qwest to Union (i.e., two-way trunks). If not, explain why not.

**Response:** Although traffic to and from Qwest would be carried over the same transport routes, the cost calculations in the Transport Tab were only designed to calculate the cost of terminating calls from Qwest because those are the only transport costs that Union can assess on Qwest under the FCC's reciprocal compensation rules.

**Qwest 1-020:**

Produce all documentation related to the cost of \$4800 per T1 per year in cell B4 of "Transport" tab (i.e., provide calculations, bills, contracts, etc. to document the cost of \$4800 per T1).

**Response:** The \$4,800 per year per T1 was derived by multiplying 12 (months) by \$400 per T1 per month. The \$400 figure was a conservative estimate of what a microwave T1 hop would cost per month.

**Qwest 1-021:**

State whether the minutes that Union Cellular originates and passes to Qwest for termination on a third carriers network (e.g. Verizon wireless) are included in the transport minutes of use ("MOUs").

**Response:** Union objects to the interrogatory, but notwithstanding the objection states that the referenced types of transit minutes are not included in the MOU in the Transport Tab.

**Qwest 1-022:**

On page eight of his testimony, Mr. Hendricks states that Union's maintenance expenses are calculated by using the actual assignment of those costs to its wireless operation in 2003 and then increasing them to account for the proposed cell site additions from 2004 to 2006. List the 2003 maintenance costs associated with the wireless switch(es) alone, excluding the cell sites and transport to the cell sites.

**Response:** Union objects to the request as it does not call for the production of relevant evidence. Notwithstanding the objection, Union does not compute this information in the manner intimated as reflected in the following response.

**Qwest 1-023:**

List Union's actual 2004 maintenance expenses and breakout in detail those expenses that are associated with maintaining just the GSM wireless switch installed in 2003. Assuming that the GSM switch in 2003 will be sufficient to accommodate the 2006 cell sites, explain why the maintenance costs associated with the switch increase from 2004-2006.

**Response:** Union objects to the request as it is confusing and compound. Notwithstanding the objection, although the GSM switch was purchased in 2003, the maintenance expenses of 2003 were associated with the TDMA switch and the cell sites in place at that time. Thus, maintenance expenses from 2003 did not reflect the maintenance expenses of the GSM switch or

the new cell sites, and, therefore, it is appropriate to assume an increase in maintenance expenses from 2003 to 2006 to account for the increased capacity anticipated at the time of the GSM switch purchase.

**Qwest 1-024:**

On page eight of his testimony, Mr. Hendricks states that the power expenses are calculated by using the actual assignment of those costs to its wireless operation in 2003 and then increasing them to account for the proposed cell site additions from 2004 to 2006. List the 2003 maintenance costs associated with the wireless switch(es) alone, excluding the cell sites and transport to the cell sites.

**Response:** Union objects to the form of the interrogatory, nevertheless, it assumes Qwest meant to ask for a breakdown in power expenses since the breakdown in maintenance expenses was requested in Qwest 1-022. Nevertheless, the breakdown of such expense was not accomplished in the fashion intimated.

**Qwest 1-025:**

Please identify those actual 2004 power expenses associated with just the GSM wireless switch installed in 2003. Assuming that the GSM switch installed in 2003 will be sufficient to accommodate the 2006 cell sites, explain why the power costs associated with the GSM switch increase from 2004 to 2006.

**Response:** Although the GSM switch was purchased in 2003, the power expenses of 2003 were associated with the TDMA switch and the cell sites in place at that time. Thus, the power expenses from 2003 did not reflect the power expenses of the GSM switch or the new cell sites, and, therefore, it is appropriate to assume an increase in power expenses from 2003 to 2006 to account for the increased capacity anticipated at the time of the GSM switch purchase.

**Qwest 1-026:**

On page seven of his testimony, Mr. Hendricks states that common costs in the range of \$277,000 to \$361,000 appear reasonable for a company of Union's size. Explain the actual common costs for the year 2004 for Union as a percent of maintenance, power and depreciation expense. Please list the numbers to compute this percentage.

**Response:** Although Mr. Hendricks' testimony states that depreciation expenses are included in the calculation, in actuality, the model calculates common costs as a percentage of maintenance and power expenses only, not depreciation expenses. His testimony shall so reflect.

Nonetheless, Union's 2004 non-regulated corporate operations expenses for 2004 were \$4,218,029. Union's corporate operations expenses accounted for 13.66% of Union's total non-

regulated expenses, \$30,888,738. Union's 2004 non-regulated expenses accounted for 153.52% of the Year 1 assumed maintenance and power expenses in the model. Union's non-regulated expenses assumed maintenance and power expenses in the model. Union's non-regulated expenses include wireless, cable, Internet, LD, and payphone expenses. The breakdown of expenses related to just the wireless operation is not available, but a conservative estimate is that 90% to 95% of non-regulated expenses are related to the wireless operation.

**Qwest 1-027:**

Please define in detail the MOUs by which the switch costs are divided (i.e., Row 3 of the "MOU" tab). For example, does a call lasting one minute between two Union wireless customers count as two MOUs or one? Does a call lasting one minute between a Union wireless customer and a Union wireline end user count as two MOUs or one? Does a call lasting one minute between a Union wireless customer and another carrier (e.g., Qwest) count as two MOUs or one?

**Response:** The minutes included are those wireless minutes for which a call detail record (CDR) is established. In the first example, a one-minute call between two Union wireless customers would generate two MOUs because a CDR would be produced for both customers. Thus, two MOUs would show up in the model. In the second and third examples regarding calls between a Union wireless customer and a landline customer (Union or Qwest), a one-minute call would generate one MOU because a CDR would be produced only for the wireless customer.

**Qwest 1-028:**

State whether the first half of 2004 MOUs include ALL wireless MOUs anticipated on Union's wireless switch(es).

**Response:** The first half of 2004 MOUs include ALL wireless MOUs anticipated on Union's wireless switch(es).

**Qwest 1-029:**

On page five of his testimony, Mr. Hendricks says the MOUs are adjusted to reflect additional cell sites projected to be added through 2006 and a 3% growth in usage per customer. Explain how Union has accounted for growth in the number of customers per cell site. Explain whether the GSM switch costs (i.e., investment, maintenance, power) change if the number of customers per cell site increased by 25%. If so, state why and by how much.

**Response:** The MOU growth factor included an assumption of MOU growth both from current customers and new customers. There is no assumed change in investment, power, and maintenance as a result of customer growth.

**Qwest 1-030:**



Explain why the YEAR 1 MOUs in the Transport Tab (3,698,926) are so much less than those in the MOU tab (297,115,835)-about 1.2%.

**Response:** The MOUs in the Transport Tab include only those MOUs that will be carried over the transport route between Union and Qwest, which we believe is the appropriate denominator for calculating transport costs. The MOUs in the MOU tab includes all of Union's wireless MOUs, which we believe is the appropriate denominator for calculating switch costs.

**Qwest 1-031:**

In his testimony, Mr. Hendricks says:

"The model annualizes Union's actual wireless MOU for the first half of 2004 and increases them to account for additional demand expected with the projected cell site additions from July 2004 through 2006. A growth factor of 3% per year is then added to account for the expected increased wireless usage per customer."

Why was the growth in the number of customers in the existing cell site not taken into consideration in the study? What is Union's forecast percent increase in customers in its existing cell sites?

**Response:** Union objects to the interrogatory as it is ambiguous and compound.

Notwithstanding the objection, Union would state that the MOU growth factor includes an assumption for MOU growth for both current and new customers. Furthermore, Union did not make a specific forecast for just customers.

**Qwest 1-032:**

Mr. Hinman states on page four in his testimony that "Union's counsel advised Qwest that it was still misrouting and was not routing Union's wireless traffic." Identify "Union's counsel". Identify who "Union's counsel" advised at Qwest. Describe all contents of the conversation that "Union's counsel" had with Qwest representatives.

**Response:** Union objects to the interrogatory to the extent it calls for release of privileged communications which are not discoverable. Notwithstanding the objection, Union's counsel would have been Mr. Bruce S. Asay, of Associated Legal Group, LLC in Cheyenne, Wyoming. As to the advice provided by Union's counsel, the same is privileged although Mr. Hinman would have obtained an understanding from such conversation.

**Qwest 1-033:**

Mr. Hinman states on page four in his testimony that he "had a number of conversations with Qwest personnel..." State how many conversations Mr. Hinman had with Qwest personnel. List the dates of those conversations. Identify every person at Qwest with whom Mr. Hinman had a conversation. Describe the content of the conversations to which Mr. Hinman refers in his

testimony on page five.

**Response:** Indeed, Mr. Hinman did have a number of conversations in regard to the issues of interconnection. Those conversations began in mid-2003 and extended through 2004 and into 2005. Mr. Hinman spoke with a number of Qwest representatives, including: Terri Gibbs, Pamela Johnson, Catherine Johnson, Pamela Jenkins, Steve Jacobsen, Karla Quintana, Gilbert Wann, Mike McNulty, Susan Gwynn, Brenda Egbert, Maureen Callan, Todd Rogers, Gary Szakacs, Ryan Henkins, Susan Griffith and Alice Horton. The bulk of these conversations and the content are reflected in the e-mails which are provided as part of a disclosure that was previously provided to Qwest.

**Qwest 1-034:**

Mr. Hinman states on page four in his testimony that he had a conference call with Qwest personnel. Identify all Qwest personnel with whom Mr. Hinman allegedly had a conference call on October 15, 2004. Describe the contents of the conversation between the parties on October 15, 2004.

**Response:** Mr. Hinman did have a conversation on October 15, 2004 with Ms. Pamela Jenkins in regard to the SPOP arrangement. The content of the conversation in regard to interconnection is contained in the e-mail record provided as part of the referenced discovery response.

**Qwest 1-035:**

Mr. Hinman states on page four in his testimony that "It was finally agreed that Qwest and Union would establish a point of interface (POI) for the purpose of exchanging wireless interconnection traffic at Qwest's building on Kemmerer Hill in Wyoming." Identify all of the representatives of Qwest and Union who reached this agreement.

**Response:** As referenced above, Mr. Hinman and Ms. Pamela Jenkins did have the discussion in regard to the Kemmerer Hill POI wherein Ms. Jenkins agreed as did those discussing the matter, that Kemmerer Hill would be an appropriate point of interconnection.

**Qwest 1-036:**

Mr. Hinman states on page five in his testimony that "I again contacted Qwest personnel..." State the date and time of that contact and with whom Mr. Hinman spoke at Qwest. Describe the contents of that conversation between the parties.

**Response:** Mr. Hinman contacted Qwest personnel again after the 15<sup>th</sup> of October 2004. Specifically, he remembers discussing the matter on October 18, 2004 and learning via Pamela Jenkins/Brenda Egbert that the Qwest systems would not accept ACTL or FACTL information. Qwest indicated that it would need to provide the information before the matter would continue.

**Qwest 1-037:**

Mr. Hinman states on page five in his testimony that "...I requested another interconnection with Qwest; that has not been satisfied." State the date and time of that request and how it was made.

If Mr. Hinman made that request verbally, identify with whom Mr. Hinman spoke at Qwest. Describe the content of that conversation between the parties.

**Response:** Mr. Hinman continued a series of conversations, at least to October 22, or perhaps the 27<sup>th</sup>, in which he again requested another point of interconnection in order to establish communications. As in all of these questions directed to Mr. Hinman, the e-mails provided as part of the response (most of which are in the possession of Qwest) provide evidence of these discussions.

**Qwest 1-038:**

Mr. Hinman states on page six in his testimony that he contacted a "Qwest Wireless Service Manager." Identify the manager. State the date and time of the contact.

**Response:** Mr. Hinman initially spoke with Pamela Jenkins, but was later in communication with Brenda Egbert.

**Qwest 1-039:**

Mr. Hinman states on page six in his testimony that "a conference call was set up by the parties." Also on page six, Mr. Hinman refers to three other conference calls. Identify all participants in the four conference calls referenced on page six of Mr. Hinman's testimony, the date and time of each of the calls, and describe by call the contents of the discussion on each of the conference calls.

**Response:** Mr. Hinman had a number of conversations in regard to the issue of interconnection; once again, these are referenced in the e-mails forwarded as part of the referenced discovery request.

**Qwest 1-040:**

On page six in his testimony, Mr. Hinman refers to "our requested POI locations." List and describe the POI locations.

**Response:** As to POI locations, initially the parties had settled on an interconnection at Kemmerer Hill but later agreed upon a Casper, Wyoming interconnection point.

**Qwest 1-041:**

On page seven in his testimony, Mr. Hinman refers to two conference calls. Identify all participants in the two conference calls referenced on page eight of Mr., Hinman=s testimony, the date and time of each of the calls, and describe by call the contents of the discussion on each of the conference calls.

**Response:** See response to above.

**Qwest 1-042:**

Mr. Hinman states on page six in his testimony that "...Qwest seemingly agreed with the POI locations..." Identify who at Qwest "seemingly agreed."

**Response:** See response to above. The matter involved the SNOP Committee.

**Qwest 1-043:**

On page seven in his testimony, Mr. Hinman refers to a "Service Manager". Identify the Service Manager(s).

**Response:** See response to 1-0138.

**Qwest 1-044:**

On page seven in his testimony, Mr. Hinman refers to "an associate". Identify the associate.

**Response:** See response to above.

**Qwest 1-045:**

On page seven in his testimony, Mr. Hinman states "...Qwest is blocking traffic to Union". List the dates on which Qwest allegedly blocked traffic to Union. Identify and describe the traffic that Qwest allegedly blocked. State the volume of the traffic allegedly blocked by Qwest. Identify the sources of this information and any and all Union representatives with knowledge regarding Qwest's alleged blocking of traffic to Union.

**Response:** Qwest blocked calls to the following NXX:

NPA	NXX
307	345,377,477,567,701-710, 712-720, 722-724, 731,741,744,747.749.779.790,858 and 977
435-	202,766,768,778,779
970-	750,755-758

**Qwest 1-046:**

Provide all correspondence, emails and any other documentation exchanged between the parties that is in any way related to the testimony and issues in dispute between the parties including, but not limited to, the correspondence and email to which Mr. Hinman refers in his testimony. Mr. Hinman refers specifically to letters dated December 2003 and June 28, 2004.

**Response:** See responsive documents.

**Qwest 1-047:**

In its Exhibit 1, Union states for Section 6.2.1: "Qwest should not be allowed to force traffic upon Union for which no compensation is possible." Identify the traffic that Qwest is allegedly

forcing upon Union. Describe how Qwest is allegedly forcing traffic on Union. Explain why no compensation is possible for the traffic that Qwest is allegedly forcing upon Union.

**Response:** Union objects to the form of the interrogatory as Section 6.2.1 fully explains Union's position as have repeated discussions with Qwest on the subject matter of the interrogatory. Notwithstanding the objection, Union would note that Qwest repeatedly places its traffic on Feature Group C trunk. Not only does Qwest place its traffic on such a trunk, but it also places identified and unidentified traffic of other identified or unidentified carriers on the same trunk. This traffic is carried on the common trunk for termination to Union. Union's options are very limited with respect to the unidentified traffic; it can block the traffic or it can terminate the traffic. Union has repeatedly requested the Qwest not transmit the traffic without identifying information. This is technically feasible for Qwest to accomplish, yet it refuses to stop the flow of unidentified traffic. This forces Union to accept and terminate traffic for which it does not receive compensation.

**Qwest 1-048:**

On page three of his testimony, Mr. Woody states, "Additionally, Union has been certificated to provide wireless telecommunications services in the States of Wyoming, Colorado and Utah". State the full name of the corporate entity that has been certificated to provide wireless services in these States.

**Response:** Union Telephone Company

**Qwest 1-049:**

Produce the certifications that Union has received from the States of Wyoming, Colorado and Utah to provide wireless services.

**Response:** Union objects to the form of the interrogatory. Notwithstanding the objection, Union would note that pursuant to Utah Rules of Civil Procedure, the certifications are on file with the public utilities commissions of Wyoming, Colorado and Utah and are available for review.

**Qwest 1-050:**

On page six of his testimony, Mr. Woody states, "Qwest has refused to route the traffic properly or recognize Union's requests to accommodate the new NPA-NXX". Describe what Qwest has refused to do and how Union believes the traffic should be routed. Explain Union's requests regarding accommodation and explain what Mr. Woody means by "the new NPA-NXX".

**Response:** Please see referenced NXX listed above. These relate to Union's GSM service. Union has requested that such traffic be routed as Qwest has routed Union's TDMA services for 15 years.

**Qwest 1-052:**

Mr. Woody states on page six of his testimony that “Qwest has continued its position..” Describe the position to which Mr. Woody refers.

**Response:** See response to 1-047; Qwest refuses to appropriately compensate Union for the services it provides.

**Qwest 1-053:**

Mr. Woody states on page six of his testimony that “..Qwest has provided similar interconnections in the past under our existing relationship.” Explain what “similar interconnections” Mr. Woody is referring to and identify the full specific names of the parties to the relationship he refers to when he says “our existing relationship”.

**Response:** Union objects to the form of the interrogatory. Notwithstanding the objection, Union would note that it has provided its position to Qwest in any number of communications over the course of many months. More particularly, Union would note that since 1959, Union has provided services to Qwest, including terminating access services, in accordance with filed tariffs. These tariffs have been recognized by Qwest in the past; tariffs that were recognized by the Wyoming Supreme Court. Moreover, Union has always been able to interconnect with Qwest in a mutually acceptable relationship. Presently, Qwest is refusing to interconnect services that it has connected in the past. It has interconnected with Union’s TDMA services in the past but has refused to interconnect with Union’s GSM services.

**Qwest 1-054:**

On page eleven of his testimony, Mr. Woody refers to “..unnecessary expense for Union”. Explain what Mr. Woody means by “unnecessary expense”, the reason for such expense(s), and list such expense(s).

**Response:** Union has proposed a method of interconnection that is both technically feasible and economically efficient yet Qwest refuses Union’s request. Qwest’s refusal requires Union to spend more for needless trunking costs and regulatory expense.

**Qwest 1-055:**

On page 11 of Mr. Woody’s testimony he states, “If there is not going to be any negotiation of the particular provisions, it would be much easier to simply use tariffs that are applicable to all companies...” With respect to this testimony, please indicate which “provisions” Union believes Qwest would not negotiate, and please provide specifics as to why Union believes its tariffs would resolve this issue more appropriately than Qwest’s proposed contract provisions.

**Response:** There are many issues that Qwest argues to be nonnegotiable. In other words, because of the possible impact on other interconnection agreements, Qwest refuses to negotiate

the issue directly with Union.

**Qwest 1-056:**

Is it Union's position in this arbitration that separate trunk groups between Union Cellular and Qwest are unnecessary, and that the parties should continue using existing trunk groups to exchange traffic between them?

**Response:** Yes, this is entirely feasible if the appropriate signaling format is utilized. It is beneficial to transmit traffic in this fashion.

**Qwest 1-057:**

If the answer to the above date request is yes, please state in detail how Union will be able to accurately identify and distinguish between the wireless and wireline traffic being sent by Union Cellular to Qwest for termination by Qwest when that traffic is being commingled by Union and sent over the same trunk group.

**Response:** The fact is that Union has been sending TDMA traffic over these trunks for a number of years. It is very simple for Qwest to identify the traffic as either wireless or wireline simply by referring to the switch identified in the traffic stream. Union passes sufficient information with the traffic to properly identify it and bill it.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Union Telephone Company

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James H. Woody  
Its: Vice President

As to Objections:

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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 first class mail (postage prepaid) on the \_\_\_\_\_ day of \_\_\_\_\_, 2006, addressed as follows:

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