

PUBLIC VERSION – CONFIDENTIAL MATERIAL OMITTED

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of)	
)	
CenturyLink Communications, LLC f/k/a)	
Qwest Communications Company, LLC,)	
)	
Complainant,)	
v.)	Docket No. 18-33
)	File No. EB-16-MDIC-0015
Verizon Services Corp.; Verizon Virginia LLC;)	
Verizon Washington, D.C., Inc.; Verizon)	
Maryland LLC; Verizon Delaware LLC;)	
Verizon Pennsylvania LLC; Verizon New Jersey)	
Inc.; Verizon New York Inc.; Verizon New)	
England Inc.; Verizon North LLC; Verizon)	
South Inc.,)	
)	
Defendants.)	

**VERIZON'S OBJECTIONS TO
CENTURYLINK'S FIRST REQUEST FOR INTERROGATORIES**

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Pursuant to 47 C.F.R. § 1.729(c), Verizon¹ submits the following objections to CenturyLink's First Request for Interrogatories.

GENERAL OBJECTIONS

The following General Objections apply to each and every Interrogatory and will form an integral part of Verizon's objections to the Interrogatories.

1. Verizon objects to the Interrogatories, Instructions, and Definitions to the extent they seek any information that is not both necessary to the resolution of the dispute and unavailable from any other source, are otherwise inconsistent with 47 C.F.R. § 1.729, or seek to impose upon Verizon any obligation not imposed by the Commission's rules.

2. Verizon objects to the Interrogatories, Instructions, and Definitions to the extent they seek information protected by applicable privileges (including, but not limited to, the attorney-client privilege, joint defense or common interest privilege, and attorney work product privilege) or otherwise protected under applicable law. In the event such information is disclosed in response to these Interrogatories, such disclosure shall not constitute a waiver of any privilege, doctrine, or other applicable ground for protecting such documents from disclosure.

3. Verizon objects to the Interrogatories, Instructions, and Definitions to the extent they call for proprietary and confidential information and/or trade secrets. If the Commission determines such information is necessary to the resolution of the dispute, Verizon agrees to provide such information pursuant to the terms of the Protective Order entered by the Commission in this proceeding on February 9, 2018.

¹ "Verizon" refers collectively to Defendants Verizon Services Corp., Verizon Virginia LLC, Verizon Washington, D.C., Inc., Verizon Maryland LLC, Verizon Delaware LLC, Verizon Pennsylvania LLC, Verizon New Jersey Inc., Verizon New York Inc., Verizon New England Inc., Verizon North LLC, and Verizon South Inc. "CenturyLink" refers to Complainant CenturyLink Communications, LLC.

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4. Verizon objects to the Instruction No. 2 to the extent it seeks information not currently in Verizon's possession, custody, or control.

5. Verizon objects to the Interrogatories, Instructions, and Definitions to the extent they imply the existence of facts or circumstances that do not or did not exist and to the extent they state or assume legal conclusions. In objecting, Verizon does not admit the factual or legal premise of any of the Interrogatories.

6. Verizon objects to CenturyLink's First Request for Interrogatories in its entirety because CenturyLink is attempting to exceed the interrogatory limit set by 47 C.F.R. § 1.729(a). The Request contains more than ten interrogatories including multiple discrete subparts.

7. Verizon objects to the Interrogatories to the extent they impermissibly seek document production by means of written interrogatories. The Commission's rules allow a complainant to serve on a defendant, concurrently with its complaint, "a request for up to ten written interrogatories." 47 C.F.R. § 1.729(a). Other forms of discovery such as document production may not be served without leave of the Commission. *See id.* § 1.729(h). Verizon further objects to any request for document production as premature. Verizon will produce copies of all affidavits and documents in its possession, custody, or control, upon which Verizon relies or intends to rely to support the facts alleged and legal arguments made in its answer, as required by the Commission's rules. *See id.* § 1.724(g).

8. Verizon objects to the definition of the term **[[BEGIN CONFIDENTIAL]]**
██████████ **[[END CONFIDENTIAL]]** in paragraph 11 of CenturyLink's Definitions as vague because CenturyLink does not explain or define the term **[[BEGIN CONFIDENTIAL]]**
██ **[[END CONFIDENTIAL]]**

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9. Verizon objects to the definition of the term “Relevant Period” in paragraph 19 of CenturyLink’s Definitions as overbroad because CenturyLink’s claims in its formal complaint only date back to March 2013.

10. Verizon objects to the terms “Verizon,” “you,” and “your” in paragraph 23 of CenturyLink’s Definitions to the extent those terms include legal entities, employees, agents, or officers and directors of entities other than Verizon as defined above at note 1.

SPECIFIC OBJECTIONS

In addition to the foregoing General Objections set forth above, which are fully incorporated into each of the following objections as if they are set forth in full, Verizon specifically objects to CenturyLink’s First Request for Interrogatories as follows:

INTERROGATORY NO. 1: **[[BEGIN CONFIDENTIAL]]** [REDACTED]
[REDACTED] **[[IEND CONFIDENTIAL]]** the contract tariffs identify the requirements **[[BEGIN CONFIDENTIAL]]** [REDACTED]
[REDACTED] **[[END CONFIDENTIAL]]** fully describe the process, practice, and methodology by which Verizon determined **[[BEGIN CONFIDENTIAL]]** [REDACTED]
[REDACTED] **[[END CONFIDENTIAL]]**

Objections to Interrogatory No. 1

Verizon objects to Interrogatory No. 1 because it seeks confidential information about Verizon's internal billing and accounting practices that is not necessary to the resolution of the dispute. The information sought by Interrogatory No. 1 is not necessary to determine whether the circuits that Verizon counted as units satisfied the requirements under the contract tariffs or to determine whether CenturyLink's present disputes are permitted under the 2009 Agreement.

During the time relevant to this dispute, Verizon provided CenturyLink with, among other things, detailed information on Verizon's counting of circuits for the purpose of calculating quarterly credits under the 2009 Agreement. Such information included Excel spreadsheets in native format, which listed specific circuits and associated billing information that Verizon used to count circuits as units under the 2009 Agreement. Before concurring in Verizon's credit calculations and payment, CenturyLink reviewed the information provided by Verizon and asked Verizon to correct any errors it found. No additional information sought by Interrogatory No. 1 is necessary to the resolution of the issues in this case.

Finally, Verizon objects to Interrogatory No. 1 as overbroad and unduly burdensome to the extent it asks for Verizon to "fully describe" its credit-calculation process. Verizon will provide sufficient information about its credit-calculation process in connection with its forthcoming answer; any additional description will be unnecessary.

INTERROGATORY NO. 2: Please produce all documents (excluding those appended as Exhibits to CenturyLink’s formal complaint) describing, explaining, summarizing, referencing, or otherwise relating to Verizon’s process, practice, and methodology for **[[BEGIN CONFIDENTIAL]]** **[[END CONFIDENTIAL]]**

Objections to Interrogatory No. 2

Verizon objects to Interrogatory No. 2 because it impermissibly seeks document production. The Commission’s rules allow a complainant to serve on a defendant, concurrently with its complaint, “a request for up to ten written interrogatories.” 47 C.F.R. § 1.729(a). Other forms of discovery such as document production may not be served without leave of the Commission. *See id.* § 1.729(h). Verizon further objects to Interrogatory No. 2 as premature. Verizon will produce copies of all affidavits and documents in its possession, custody, or control, upon which Verizon relies or intends to rely to support the facts alleged and legal arguments made in its answer, as required by the Commission’s rules. *See id.* § 1.724(g). Those materials should be sufficient to provide CenturyLink with all the information it reasonably needs.

Verizon also objects to Interrogatory No. 2 because it requests confidential information about Verizon’s internal billing and accounting practices that is not necessary to the resolution of the dispute. The information sought by Interrogatory No. 2 is not necessary to determine whether the circuits Verizon counted as units satisfied the requirements under the contract tariffs or to determine whether CenturyLink’s present disputes are permitted under the 2009 Agreement. Verizon further objects to Interrogatory No. 2 as overbroad and unduly burdensome because it seeks “all documents” even “relating” to the billing practices at issue.

During the time relevant to this dispute, Verizon provided CenturyLink with, among other things, detailed information on Verizon’s counting of circuits for the purpose of calculating

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quarterly credits under the 2009 Agreement. Such information included Excel spreadsheets in native format, which listed specific circuits and associated billing information that Verizon used to count circuits as units under the 2009 Agreement. Before concurring in Verizon's credit calculations and payment, CenturyLink reviewed the information provided by Verizon and asked Verizon to correct any errors it found. No additional information sought by Interrogatory No. 2 is necessary to the resolution of the issues in this case.

INTERROGATORY NO. 3: **[[BEGIN CONFIDENTIAL]]** [REDACTED] **[[END CONFIDENTIAL]]** tariff provisions and definitions identify the requirements **[[BEGIN CONFIDENTIAL]]** [REDACTED] **[[END CONFIDENTIAL]]** Please fully describe the process, practice, and methodology by which Verizon determined whether **[[BEGIN CONFIDENTIAL]]** [REDACTED] **[[END CONFIDENTIAL]]**

Objections to Interrogatory No. 3

Verizon objects to Interrogatory No. 3 because it requests confidential information about Verizon's internal billing and accounting practices that is not necessary to the resolution of the dispute. The information sought by Interrogatory No. 3 is not necessary to determine whether the circuits Verizon counted as units satisfied the requirements under the contract tariffs or to determine whether CenturyLink's present disputes regarding credits in which it already concurred are permitted under the 2014 Agreement.

During the time relevant to this dispute, Verizon provided CenturyLink with, among other things, detailed information on Verizon's counting of circuits for the purpose of calculating quarterly credits under the 2014 Agreement. Such information included Excel spreadsheets in native format, which listed specific circuits and associated billing information that Verizon used to count circuits as units under the 2014 Agreement. Before concurring in Verizon's credit

calculations and payment, CenturyLink reviewed the information provided by Verizon and asked Verizon to correct any errors it found. No additional information sought by Interrogatory No. 3 is necessary to the resolution of the issues in this case.

Finally, Verizon objects to Interrogatory No. 3 as overbroad and unduly burdensome to the extent it asks for Verizon to “fully describe” its credit-calculation process. Verizon will provide sufficient information about its credit-calculation process in connection with its forthcoming answer; any additional description will be unnecessary.

INTERROGATORY NO. 4: Please produce all documents (excluding those appended as Exhibits to CenturyLink’s formal complaint) describing, explaining, summarizing, referencing, supporting, or otherwise relating **[[BEGIN CONFIDENTIAL]]**

[REDACTED]

[[END CONFIDENTIAL]]

Objections to Interrogatory No. 4

Verizon objects to Interrogatory No. 4 because it impermissibly seeks document production. The Commission’s rules allow a complainant to serve on a defendant, concurrently with its complaint, “a request for up to ten written interrogatories.” 47 C.F.R. § 1.729(a). Other forms of discovery such as document production may not be served without leave of the Commission. *See id.* § 1.729(h). Verizon further objects to Interrogatory No. 4 as premature. Verizon will produce copies of all affidavits and documents in its possession, custody, or control, upon which Verizon relies or intends to rely to support the facts alleged and legal arguments made in its answer, as required by the Commission’s rules. *See id.* § 1.724(g). Those materials should be sufficient to provide CenturyLink with all the information it reasonably needs.

Verizon also objects to Interrogatory No. 4 because it requests confidential information about Verizon’s internal billing and accounting practices that is not necessary to the resolution of

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the dispute. The information sought by Interrogatory No. 4 is not necessary to determine whether the circuits Verizon counted as units satisfied the requirements under the contract tariffs or to determine whether CenturyLink's present disputes regarding credits in which it already concurred are permitted under the 2014 Agreement.

During the time relevant to this dispute, Verizon provided CenturyLink with, among other things, detailed information on Verizon's counting of circuits for the purpose of calculating quarterly credits under the 2014 Agreement. Such information included Excel spreadsheets in native format, which listed specific circuits and associated billing information that Verizon used to count circuits as units under the 2014 Agreement. Before concurring in Verizon's credit calculations and payment, CenturyLink reviewed the information provided by Verizon and asked Verizon to correct any errors it found. No additional information sought by Interrogatory No. 4 is necessary to the resolution of the issues in this case.

Finally, Verizon objects to Interrogatory No. 4 because it is overbroad and unduly burdensome in that it seeks "all" documents even "relating" to the billing practices at issue.

INTERROGATORY NO. 5: Regarding the period of the FMS arrangement, fully describe all processes, mechanisms, policies, and other methods by which Verizon attempted to meet its obligation to "maximize network efficiencies and to optimize economic efficiencies" pursuant to Verizon FCC Tariff No. 1 § 7.2.13(A) and Tariff No. 11 § 7.2.16(A), **[[BEGIN**

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[[END

CONFIDENTIAL]]

Objections to Interrogatory No. 5:

Verizon objects to Interrogatory No. 5 because it contains multiple discrete subparts, causing CenturyLink's First Request for Interrogatories to exceed the number of interrogatories permitted by the Commission's rules. Verizon further objects to Interrogatory No. 5 on the ground that it will not lead to the discovery of relevant information because it is based on an incorrect legal conclusion that Verizon had an obligation to optimize its network for CenturyLink's benefit under FMS. Verizon also objects to Interrogatory No. 5 as overbroad, unduly burdensome, and not proportionate to the needs of this case, especially to the extent that it asks Verizon to "fully describe *all* processes, mechanisms, policies, and other methods." Verizon will provide sufficient information about its FMS arrangement in connection with its forthcoming answer; any additional information or description will be unnecessary.

INTERROGATORY NO. 6: Regarding the period of the FMS arrangement, please produce all analyses, reports, and other documents (excluding those appended as Exhibits to CenturyLink's formal complaint) describing, explaining, summarizing, referencing, supporting or otherwise relating to your response to Interrogatory CTL-VZ 5.

Objections to Interrogatory No. 6

Verizon objects to Interrogatory No. 6 because it impermissibly seeks document production. The Commission's rules allow a complainant to serve on a defendant, concurrently with its complaint, "a request for up to ten written interrogatories." 47 C.F.R. § 1.729(a). Other forms of discovery such as document production may not be served without leave of the Commission. *See id.* § 1.729(h). Verizon further objects to Interrogatory No. 6 as premature. Verizon will produce copies of all affidavits and documents in its possession, custody, or control, upon which Verizon relies or intends to rely to support the facts alleged and legal arguments

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made in its answer, as required by the Commission’s rules. *See id.* § 1.724(g). Those materials should be sufficient to provide CenturyLink with the information it reasonably needs.

Verizon further objects to Interrogatory No. 6 because it will not lead to the discovery of relevant information because it is based on the same incorrect legal conclusion that is the premise of Interrogatory No. 5 – namely that Verizon had an obligation to optimize its network for CenturyLink’s benefit under FMS. Verizon also objects to Interrogatory No. 6 because it is overbroad, unduly burdensome, and not proportionate to the needs of this case in that it seeks “all analyses, reports, and other documents” even “relating” to Interrogatory No. 5.

INTERROGATORY NO. 7: For each claim identified in Table 9, Paragraph 70 of Century Link’s Formal Complaint, fully describe the process and steps Verizon followed to receive, analyze, investigate and resolve each claim, and produce all documents (excluding those appended as Exhibits to CenturyLink’s formal complaint) describing, explaining, summarizing, referencing, or otherwise relating to that process and steps.

Objections to Interrogatory No. 7

Verizon objects to Interrogatory No. 7 because it contains multiple discrete subparts, causing CenturyLink’s First Request for Interrogatories to exceed the number of interrogatories permitted by the Commission’s rules. Verizon further objects to Interrogatory No. 7 because it impermissibly seeks document production. The Commission’s rules allow a complainant to serve on a defendant, concurrently with its complaint, “a request for up to ten written interrogatories.” 47 C.F.R. § 1.729(a). Other forms of discovery such as document production may not be served without the Commission’s grant of permission. *See id.* § 1.729(h). Verizon further objects to Interrogatory No. 7 as premature. Verizon will produce copies of all affidavits and documents in its possession, custody, or control, upon which Verizon relies or intends to rely to support the facts alleged and legal arguments made in its answer, as required by the

Commission's rules. *See id.* § 1.724(g). Those materials should be sufficient to provide CenturyLink with all the information it reasonably needs.

Verizon objects to Interrogatory No. 7 because it is overbroad, unduly burdensome, and not necessary to resolve the question of whether the charges were valid under the agreement. Both the 2009 Agreement and the 2014 Agreement provided that the billing credits were not subject to dispute after CenturyLink concurred in the amount of the credit. *See* 2009 Agreement Exhibit B, § 7(e)(vii); 2014 Agreement Exhibit B, § 8(f). Those provisions bar CenturyLink's claims and render the information it seeks irrelevant.

INTERROGATORY NO. 8: Fully describe any and all efforts that Verizon took to adjust, update, or correct its calculation of quarterly credits on a going forward basis after Verizon's receipt of each of CenturyLink's claims for the quarters identified in Table 1, Paragraph 30 of Century Link's Formal Complaint.

Objections to Interrogatory No. 8

Verizon objects to Interrogatory No. 8 as vague, overbroad, and not necessary to resolve the questions of whether Verizon properly counted the billed units under the 2009 and 2014 Agreements – particularly to the extent that CenturyLink asks Verizon to describe “any and all efforts” Verizon made to change its credit calculations over time. Whether or not Verizon took steps to adjust or update its calculations is not relevant to whether Verizon's calculations complied with the governing agreements and associated contract tariffs. Further, Verizon will provide sufficient information about its credit-calculation process – including the way that process worked over time – in connection with its forthcoming answer; any additional description will be unnecessary.

INTERROGATORY NO. 9: Fully describe how Verizon ensured during the Relevant Period
[[BEGIN CONFIDENTIAL]]

[[END CONFIDENTIAL]], including any mechanisms or processes in place to eliminate double-counting and any individuals involved in investigating potential double-counting issues.

Objections to Interrogatory No. 9

Verizon objects to Interrogatory No. 9 because it assumes an incorrect legal conclusion – namely, that Verizon had to count meet-point circuits as a **[[BEGIN CONFIDENTIAL]]**

[[END CONFIDENTIAL]] under the governing agreements and contract tariffs.

Further, Verizon objects to Interrogatory No. 9 as overbroad and unduly burdensome in light of the materials Verizon will provide in connection with its answer. Verizon will provide a sufficient description of its practices concerning meet-point circuits in connection with its forthcoming answer; any additional description will be unnecessary.

INTERROGATORY NO. 10: Please identify each customer of Verizon's who subscribed to the tariff options referenced in the complaint related to the [[BEGIN CONFIDENTIAL]] [REDACTED] [[END CONFIDENTIAL]], or who subscribed to a similar Flat Rate Pricing option in another tariff, that during the Relevant Period submitted billing disputes or other communications to Verizon alleging that Verizon incorrectly calculated that customer's quarterly credit or other similar credit for the purposes of their Flat Rate Pricing option, and for each such dispute or communication identify the time frame of the dispute, fully describe the nature of the dispute or communication as submitted to Verizon, and fully describe how Verizon resolved that dispute or communication.

Objections to Interrogatory No. 10

Verizon objects to Interrogatory No. 10 because it impermissibly contains multiple discrete subparts, causing CenturyLink’s First Request for Interrogatories to exceed the number of interrogatories permitted by the Commission’s rules. Verizon objects to Interrogatory No. 10 as vague, overbroad, unduly burdensome, and not proportionate to the needs of this case because CenturyLink neither defines what constitutes “a similar Flat Rate Pricing option” nor identifies what specific “tariff options referenced in the complaint” it means. Verizon further objects

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because Interrogatory No. 10 seeks information regarding Verizon's customers that may be covered by a non-disclosure or confidentiality agreement or other applicable privileges. Verizon also objects to Interrogatory No. 10 because the information sought by this Interrogatory is irrelevant and unnecessary to the resolution of the disputes in this case.

Dated: March 8, 2018

Respectfully submitted,



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