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April 30, 2018

*Via ECFS*

Marlene H. Dortch  
Office of the Secretary  
Market Disputes Resolution Division  
Enforcement Bureau  
Federal Communications Commission  
445 12th Street, S.W.  
Washington, D.C. 20554

Re: ***CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC v. Verizon Services Corp., et al., Docket No. 18-33, File No. EB-18-MD-001***

Dear Ms. Dortch:

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. (collectively, Verizon) hereby submits for filing its Objections to CenturyLink Communications LLC f/k/a Qwest Communications Company, LLC's ("CenturyLink") Second Request for Interrogatories to Verizon ("Objections"). Consistent with the Commission's rules and the Enforcement Bureau's March 13, 2018 Notice of Formal Complaint, this is being filed on ECFS. In addition, electronic copies of the Objections are being served on both Enforcement Bureau staff and counsel for CenturyLink.

Please contact me if you have any questions.

KELLOGG, HANSEN, TODD, FIGEL & FREDERICK, P.L.L.C.

Ms. Marlene H. Dortch

April 30, 2018

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Sincerely,

/s/ Joshua D. Branson

Joshua D. Branson

Enclosures

Cc: Marc S. Martin, Perkins Coie  
Brendon P. Fowler, Perkins Coie  
Adam L. Sherr, CenturyLink Communications, LLC

**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-18-MD-001
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 SECOND REQUEST FOR INTERROGATORIES**

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April 30, 2018

*Attorneys for Verizon*

Pursuant to 47 C.F.R. § 1.729(c), Verizon<sup>1</sup> submits the following objections to CenturyLink's Second 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.

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<sup>1</sup> "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.

4. Verizon objects to 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 Second 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 five interrogatories including multiple discrete subparts.

7. 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.

8. 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 Second Request for Interrogatories as follows:

**INTERROGATORY NO. 11:** Please fully describe the extent to which David Szol, other team members of the Wholesale Claims and Collections Group, and/or any other Verizon employee who has filed a declaration in this proceeding, been identified by either party on their respective Information Designations, or has been directly involved in the negotiation or litigation of this dispute, receives contingent compensation, bonuses, positive performance reviews, incentives, or other types of rewards (monetary or otherwise) based in whole or in part on the successful defense of billing disputes lodged by Verizon customers. In responding, please clearly identify with specificity how such compensation is calculated and remitted to each relevant employee.

### **Objections to Interrogatory No. 11**

Verizon objects to Interrogatory No. 11 because it seeks proprietary and confidential information about the compensation of individual employees of Verizon, is not reasonably calculated to lead to the discovery of admissible evidence, and is not necessary to the resolution of the disputes in this case. Information about internal compensation decisions 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 disputes are permitted under the 2009 or 2014 Service Agreements and applicable contract tariffs.

Verizon further objects to Interrogatory No. 11 because it is based on incorrect factual and legal premises. Verizon's Wholesale Claims and Collections Group did not operate an adversarial claim-resolution process or "stonewall" CenturyLink's attempts to submit and discuss disputes. Regardless of whether the ultimate result was in favor of Verizon or a customer, Verizon aimed at resolving all issues properly submitted by its customers in accordance with the applicable tariffs and/or contracts. Accordingly, Verizon assisted

CenturyLink in submitting disputes properly during Plan Year 5 under the 2009 Service Agreement and engaged in extensive dialogue with CenturyLink regarding the issues raised by CenturyLink before determining that they were barred under the 2009 Service Agreement. Further, Verizon has explained that under both the 2009 and 2014 Service Agreements, the quarterly Billing Credits were not subject to dispute after Verizon had issued the Billing Credit in an amount to which CenturyLink agreed.

Finally, Verizon objects to Interrogatory No. 11 as vague, overbroad, and unduly burdensome because it seeks information related to a broad range of “rewards (monetary or otherwise)” concerning “Verizon customers” without any specificity, and because it seeks information concerning unidentified individuals who had no role in addressing billing disputes. This Interrogatory is also overbroad and unduly burdensome because it seeks compensation information pertaining to a potentially large list of individuals, including all individuals who have “been identified by either party on their respective Information Designations, or ha[ve] been directly involved in the negotiation or litigation of this dispute.” CenturyLink has not shown that information about any individuals, much less such a large list, is relevant or necessary to the resolution of this case.

**INTERROGATORY NO. 12:** Please fully identify each outside billing auditor (including, but not limited to, TEOCO, Sage Management, Inc., Razorsight and/or Synchronoss Technologies, Inc.) that Verizon has employed, retained, or otherwise engaged to consult, audit, or otherwise assist Verizon in reviewing, auditing, investigating and/or disputing the monthly charges of other telecommunications providers (whether or not those charges are based on contract or tariff). For each such outside billing auditor, please include a description of the purpose and subject matter of any such engagement and describe how that auditor was compensated (whether by flat rate, by hourly rate and/or by contingent compensation).

**Objections to Interrogatory No. 12**

Verizon objects to Interrogatory No. 12 because it seeks proprietary and confidential business information about Verizon's business operations. Information sought by Interrogatory No. 12 has no bearing on the dispute at hand. In this proceeding, Verizon is not raising any billing disputes with the assistance of an outside billing auditor. CenturyLink is. Information about any engagement of an outside billing auditor by Verizon 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 or 2014 Service Agreements and applicable contract tariffs.

Verizon further objects to Interrogatory No. 12 as vague, overbroad, and unduly burdensome because it does not define "an outside billing auditor" or "charges of other telecommunications providers."

**INTERROGATORY NO. 13:** For each Claim identified in Table 9 of the Formal Complaint (Paragraph 70) please identify when Verizon first conducted a circuit-level analysis to determine whether it had correctly calculated the quarterly credit owed to CenturyLink, and for each such circuit-level review, please identify all steps Verizon took to prospectively correct and/or compensate CenturyLink for any counting errors it identified therein.

**Objections to Interrogatory No. 13**

Verizon objects to Interrogatory No. 13 because it impermissibly contains multiple discrete subparts, causing CenturyLink's Second Request for Interrogatories to exceed the



number of interrogatories permitted by the Commission's rules. Verizon objects to Interrogatory No. 13 because information on the timing of Verizon's own circuit-level review of claims submitted by CenturyLink 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 or 2014 Service Agreements and applicable contract tariffs.

Verizon further objects to Interrogatory No. 13 because it is based on an incorrect legal conclusion that Verizon had an obligation to perform a circuit-level analysis of CenturyLink's claims disputing already-paid quarterly Billing Credits that the 2009 and 2014 Service Agreements provided were "not subject to dispute."<sup>2</sup> Verizon specifically contracted for finality once it had issued the Billing Credits, and Verizon did not have any obligation to further investigate CenturyLink's disputes or compensate CenturyLink for any potential errors after CenturyLink concurred and Verizon paid the relevant Billing Credit. Further, for the majority of quarters at issue, CenturyLink never sought to correct prospectively any alleged calculation errors that it now alleges in the Formal Complaint. Indeed, despite having the information it needed to evaluate Verizon's proposed credit amounts each quarter and having been on notice of the same errors Verizon allegedly committed, CenturyLink concurred in all of the Billing Credits before Verizon issued them.

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<sup>2</sup> CTL Ex. 3, 2009 Service Agreement, Ex. B § 7(e)(vii); CTL Ex. 5, 2014 Service Agreement, Ex. B § 8(f).

**INTERROGATORY NO. 14:** Identify which of the following Verizon representatives has been directly or indirectly involved in the investigation, negotiation and/or resolution of billing disputes premised on the miscalculation of billable units for purposes of calculating quarterly billing credits, lodged by customers (other than CenturyLink) that subscribe to the tariff options referenced in the complaint related to the 2009 Agreement or the 2014 Agreement, or that subscribe to a similar Flat Rate Pricing option in another tariff: Patricia A. Mason; David Szol; Christopher A. Alston; Susan Fox; Marian Howell.

**Objections to Interrogatory No. 14**

Verizon objects to Interrogatory No. 14 because it requests proprietary and confidential information about Verizon's customers other than CenturyLink. Furthermore, information about individual Verizon employees' job responsibilities 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 or 2014 Service Agreements and applicable contract tariffs. Verizon further objects that Interrogatory No. 14 is overbroad and vague because it does not define "a similar Flat Rate Pricing option in another tariff," and does not specify what it means by "tariff options referenced in the complaint."

Subject to and without waiving these objections, Verizon will provide responsive information identifying which of the listed individuals – if any – were directly involved in the negotiation or resolution of billing disputes lodged by customers under the contract tariff options that implemented the 2009 and 2014 Service Agreements.<sup>3</sup>

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<sup>3</sup> See Verizon FCC Tariff No. 1 § 21, Option 57; Verizon FCC Tariff No. 11 § 32, Option 55; Verizon FCC Tariff No. 14 § 21, Option 29 (2009 Service Agreement); Verizon FCC Tariff No. 1 § 21, Option 65; Verizon FCC Tariff No. 11 § 32, Option 65; Verizon FCC Tariff No. 14 § 21, Option 34 (2014 Service Agreement).

**INTERROGATORY NO. 15:** Describe whether and to what extent Verizon contends that its billing systems and processes accurately bill customers (like CenturyLink) of Flat Rate Plans (such as the 2009 and 2014 agreements at issue in this case), including accurately calculating quarterly billing credits, and explain what steps Verizon regularly or periodically takes to ensure the accuracy of its billing systems (in the context of Flat Rate Plans) and to correct any recurring errors or deficiencies.

**Objections to Interrogatory No. 15**

Verizon objects to Interrogatory No. 15 because it impermissibly contains multiple discrete subparts, causing CenturyLink's Second Request for Interrogatories to exceed the number of interrogatories permitted by the Commission's rules.

Verizon objects to Interrogatory No. 15 because it seeks proprietary and confidential business information about Verizon's internal processes. Interrogatory No. 15 seeks information related to the accuracy of Verizon's billing systems and processes in general, and such information has no bearing on the particular issues raised by CenturyLink's disputes. At all times, CenturyLink had the tools necessary to evaluate Verizon's calculations of the Billing Credits, and CenturyLink concurred in each one of the Billing Credits it now disputes. The information sought by Interrogatory No. 15 is not necessary to determine whether the circuits that Verizon counted as "units" in calculating the Billing Credits satisfied the requirements under the contract tariffs or to determine whether CenturyLink's present disputes are permitted under the 2009 or 2014 Service Agreements and applicable contract tariffs.

Finally, Verizon's Answer and supporting Declarations have already provided exhaustive information about Verizon's process for calculating the quarterly Billing Credits, and those materials included an extensive analysis of the accuracy of Verizon's calculations. No additional information about those issues is needed for the Commission to resolve this dispute.

Dated: April 30, 2018

Respectfully submitted,

/s/ Joshua D. Branson

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