



David L. Haga  
Associate General Counsel

1320 N. Courthouse Road  
Floor 9  
Arlington, VA 22201  
david.haga@verizon.com  
T 703.558.9821

August 8, 2018

**Via ECFS**

Marlene H. Dortch  
Secretary  
Federal Communications Commission  
445 12th Street, SW  
Washington, D.C. 20554

*Re: Paperkidd Productions & Publishing, Jarrell D. Curne v. Verizon Wireless, Proceeding  
No. 18-140, Bureau ID No. EB-18-MD-003*

Dear Ms. Dortch:

Pursuant to the schedule and procedures set forth in the Bureau's June 21, 2018 Notice of Complaint in the above-captioned proceeding, enclosed please find Verizon Wireless's objections to the Second Request for Interrogatories submitted on August 1, 2018 by Complainants Jarrell D. Curne and Paperkidd Productions & Publishing.

Thank you for your assistance in this matter.

Respectfully submitted,

David Haga

Enclosure

cc: Rosemary McEnery (rosemary.mcenery@fcc.gov)  
Michael Engel (michael.engel@fcc.gov)  
Jarrell D. Curne (DBFresh@Paperkidd.com)

	)	
<b>Paperkidd Productions &amp; Publishing,</b>	)	
Jarrell D. Curne,	)	
	)	
Complainants,	)	
	)	
v.	)	Proceeding No. 18-140
	)	Bureau ID No. EB-18-MD-003
	)	
<b>Verizon Wireless,</b>	)	
	)	
Defendant.	)	
	)	

In accordance with 47 C.F.R. § 1.729 and the schedule and procedures set forth in the Bureau’s June 21, 2018 Notice of Formal Complaint (“June 21 Notice”), Cellco Partnership d/b/a Verizon Wireless (“Verizon Wireless”) hereby submits its objections to the Second Request for Interrogatories submitted on August 1, 2018 by Complainants Jarrell D. Curne and Paperkidd Productions & Publishing (“Paperkidd”).

1. Verizon Wireless objects to the “Introduction” to Complainants’ Second Request for Interrogatories to the extent that it attempts to introduce new facts, allegations, or arguments on the merits that should have been contained in Complainants’ Amended Complaint or their reply to Verizon Wireless’s Answer. Neither the rules governing formal complaint proceedings nor the scheduling directives contained in the June 21 Notice permit parties to supplement their

pleadings through briefing tacked on to the beginning of a subsequent discovery request. The “Introduction” therefore should be stricken.

2. Verizon Wireless objects to Complainants’ Second Request for Interrogatories to the extent the interrogatories seek information regarding matters or claims that were not raised or asserted in the Amended Complaint.

3. Verizon Wireless objects to Complainants’ Second Request for Interrogatories on the grounds that it does not comply with the discovery limits set forth in 47 C.F.R. § 1.729(a).

Following the defendant’s answer, a complainant may serve “a request for up to five written interrogatories” on defendant. 47 C.F.R. § 1.729(a). Here, Complainants have served a request for ten interrogatories.

4. Verizon Wireless objects to Complainants’ Second Request for Interrogatories on the grounds that the interrogatories do not seek information that is relevant to the material facts in dispute in this proceeding. *See* 47 C.F.R. § 1.729(a).

5. Verizon Wireless objects to Complainants’ Second Request for Interrogatories on the grounds that the interrogatories seek information that does not relate to any alleged or viable claim for a violation of the Communications Act. The interrogatories here concern matters – such as whether police were called to a retail store location and claims under Title VII of the 1964 Civil Rights Act – that are outside the scope of the Bureau’s authority to address and, therefore, outside the scope of permissible or necessary discovery. *See* 47 C.F.R. § 1.729(a).

6. Verizon Wireless objects to Complainants’ Second Request for Interrogatories on the grounds that the Amended Complaint to which the interrogatories purportedly relate does not state a cause of action under the Communications Act and should be dismissed – thereby rendering any discovery moot. *See* 47 C.F.R. §§ 1.728(a), 1.729(a).

7. Verizon Wireless objects to Complainants' Second Request for Interrogatories to the extent that the interrogatories have been rendered moot because of responsive information provided in Verizon's Answer and/or supporting Legal Analysis.

8. Verizon Wireless objects to Complainants' Second Request for Interrogatories on the grounds that – at this point – no discovery in this proceeding is necessary. As set forth in its Answer and supporting Legal Analysis, without admitting liability, Verizon Wireless has made reparations for all known alleged overbilling or compensatory damages claims by providing credits to Paperkidd's account that (more than) cover any claimed overcharges. As a result, Verizon Wireless is relieved of liability to the Complainants as a matter of law. *See* 47 U.S.C. § 208(a).<sup>1</sup> Because those issues are resolved, no further discovery on those issues is necessary. Likewise, because the only remaining claims in this proceeding concern requests for non-compensatory damages (such as punitive damages and attorneys' fees) that Complainants are not entitled to and the Bureau cannot award, no discovery is necessary to resolve those remaining claims. *See* Legal Analysis at 6-10. The Bureau cannot award the requested relief regardless of whatever underlying facts this discovery might yield, so no such discovery should occur.

---

<sup>1</sup> The "Introduction" to Complainants' Second Request for Interrogatories alleges that, "even though Verizon has credited the account they still have not refunded the original payment promised from Bryan on March 20, 2018 that was paid in cash." Complainants' Second Request for Interrogatories at 4. Complainants have not identified what the alleged payment was for or how much it allegedly was. And Verizon Wireless cannot find a description of or claim for this alleged cash payment in the Amended Complaint. Any claims related to this alleged payment have not been properly pleaded. *See* Objection to Interrogatory No. 9, *infra*.

## SPECIFIC OBJECTIONS

**Interrogatory No. 1: Did you suspend Paperkidd service on March 18-20, 2018 during which time the store manager Bryan promised complainants a refund if service was interrupted again but instead Jarrell D. Curne was prohibited from returning March 23-26, 2018?**

VERIZON WIRELESS'S OBJECTION: In addition to the General Objections, incorporated herein, Verizon Wireless objects to this interrogatory on the grounds that any information gleaned in response is not necessary to resolve the dispute and would have no bearing on the outcome of this proceeding. Or, stated differently, the answer has no bearing on whether there was any violation of the Communications Act for which Complainants could recover the requested relief.

As set forth in Verizon Wireless's Answer and supporting Legal Analysis, without admitting liability, Verizon Wireless has made reparations for all known alleged overbilling by providing credits to Paperkidd's account. And the only remaining claims in this proceeding concern requests for non-compensatory damages that Complainants are not entitled to and the Bureau cannot award. Accordingly, this interrogatory must seek information that either: (a) relates to claims for which Verizon Wireless already has made reparations and been relieved of liability under 47 U.S.C. § 208(a); (b) relates to claims for monetary relief that Complainants are not entitled to and the Bureau could not award; or (c) does not relate to any alleged violation of the Communications Act at all, thereby rendering it outside the scope of this proceeding. In any of those events, the requested information is not necessary to the resolution of this proceeding.

Indeed, the explanation Complainants offer for this interrogatory appears to be that they seek information related to Mr. Curne being asked to leave a retail store location in order to help establish a claim for racial discrimination within the meaning of Title VII of the 1964 Civil Rights Act. But the Bureau (and Commission) do not have the authority to address any such

claim, as they only have the authority to entertain claims for violations of the Communications Act or Commission regulations. There is no need for discovery on claims that cannot be addressed in this proceeding.

**Interrogatory No. 2: Share the reason Ro, and Josh store employees told Jarrell D. Curne the corporate store did not have a manager even though Paperkidd Productions [sic] representative had spoken with Graham and Josh on previous occasions before the prohibition which is considered discrimination?**

VERIZON WIRELESS’S OBJECTION: In addition to the General Objections, incorporated herein, Verizon Wireless objects to this interrogatory on the grounds that it is vague and ambiguous as to the referenced people and “previous occasions” and as to the meaning of the phrase “the prohibition which is considered discrimination.”

In any event, Verizon Wireless objects to this interrogatory on the grounds that any information gleaned in response is not necessary to resolve the dispute and would have no bearing on the outcome of this proceeding. Or, stated differently, what (if anything) any store employee(s) told Mr. Curne about the presence of a store manager has no bearing on whether there was any violation of the Communications Act for which Complainants could recover – or the Bureau could award – the requested relief.

Indeed, the explanation Complainants offer for this interrogatory appears to be that they seek the requested information to dispute whether Verizon Wireless was justified in asking Mr. Curne to leave its retail store, as described in Verizon Wireless’s Answer. It is not clear how that explanation relates to the question asked by the interrogatory. But, in any event, the Communications Act does not address – and the Bureau does not have the authority to hear – matters pertaining to whether a business is justified in asking a customer to leave based on in-store conduct. Because such matters are outside the scope of the Bureau’s authority to address, the requested information is not necessary to the resolution of this proceeding.

**Interrogatory No. 3: Share the reason the fraud department didn't receive the documents from Bryan the store manager on March 20, 2018?**

VERIZON WIRELESS'S OBJECTION: In addition to the General Objections, incorporated herein, Verizon Wireless objects to this interrogatory on the grounds that it is vague and ambiguous and that any information gleaned in response is not necessary to resolve the dispute. The questions of whether or why the unidentified documents were not shared with Verizon Wireless's fraud department have no bearing on whether there was any violation of the Communications Act for which Complainants could recover the additional requested relief.

It appears Claimants seek the information requested by this Interrogatory in order to dispute whether Paperkidd's account should have been suspended temporarily pending verification of documentation, as described in Verizon Wireless's Answer. However, even if one Verizon Wireless employee already had the documentation needed by a different department, that does not mean that the intervening temporary account suspension – even if mistaken – would have constituted a violation of the Communications Act for which the Bureau could order relief. (Complainants have not properly pleaded as much and, indeed, that certainly would not violate any provision of the Communications Act.) In any event, as detailed in the Answer, Verizon Wireless lifted the temporary suspension and provided credits to the Paperkidd account for the time the account was suspended, as well as for additional days during which the account was in service and being used. No further relief is warranted or available for this issue, so no further discovery on this issue is required.

**Interrogatory No. 4: Did Alyssa/Andrea the BCGO rep who reactivated the lines on March 26, 2018 tell Paperkidd that complainants should sue Verizon, she hopes Complainants get what they deserve and if she was Paperkidd or Jarrell D. Curne she would sue Verizon along with they had every right to?**

VERIZON WIRELESS'S OBJECTION: In addition to the General Objections, incorporated herein, Verizon Wireless objects to this interrogatory on the grounds that any information

gleaned in response is not necessary to resolve the dispute. Whether the answer to this Interrogatory is “yes” or “no” makes no difference to the outcome of this proceeding. Without admitting liability, Verizon Wireless already has made reparations for all known alleged overbilling by providing credits to Paperkidd’s account. To the extent (as Complainants’ explanation for this interrogatory suggests is the case) Complainants seek this information because they believe it would substantiate a claim for additional relief beyond those credits – *i.e.*, non-compensatory damages – the Bureau cannot award such relief in this proceeding. *See* Legal Analysis at 6-10. Accordingly, the requested discovery is moot or otherwise unnecessary.

**Interrogatory No. 5: Did Kyle on March 26, 2018 at the corporate store in Olathe, Kansas call the police after Bryan the manager told the defendant they could return on March 20, 2018?**

VERIZON WIRELESS’S OBJECTION: In addition to the General Objections, incorporated herein, Verizon Wireless objects to this interrogatory on the grounds that any information gleaned in response is not necessary to resolve the dispute. Whether the answer to this interrogatory is “yes” or “no” makes no difference to the outcome of this proceeding. Or, stated differently, the answer has no bearing on whether there was any violation of the Communications Act for which Complainants could recover the requested relief. Among other things, the Communications Act does not address – and the Bureau does not have the authority to hear – matters pertaining to law enforcement or “call[ing] the police.” Nor has Verizon Wireless raised any claim or defense in this proceeding based on Mr. Curne’s conduct in a Verizon Wireless retail store. Because such matters are outside the scope of this proceeding, the requested information is not necessary to the resolution of this proceeding.

**Interrogatory No. 6: Share the reason documents were not mishandled by Verizon and Complainant is to blame if the same documents were provided on March 15, March 20 to Bryan, and March 26, 2018 to Jacob?**



VERIZON WIRELESS'S OBJECTION: In addition to the General Objections, incorporated herein, Verizon Wireless objects specifically to this interrogatory on the grounds that it exceeds the limit of five interrogatories that may be requested under 47 C.F.R. § 1.729(a).

Verizon Wireless further objects to this interrogatory on the grounds that it is vague and ambiguous and that any information gleaned in response is not necessary to resolve the dispute. To the extent this interrogatory is directed at the same issues as Interrogatory No. 3, above, Verizon Wireless refers to and incorporates herein its objections to that Interrogatory.

Verizon Wireless temporarily suspended the Paperkidd account pending verification of documentation, as detailed in the Answer. Whether that temporary suspension was mistaken or not and whether the fault for any such mistake lay with Verizon Wireless or Complainants (or both or neither) makes no difference to the outcome of this proceeding. Any such mistake would not have constituted a violation of the Communications Act. And, in any event, Verizon Wireless resumed service on the account and provided credits to the Paperkidd account for the days the account temporarily was suspended, as well as for additional days during which the account was in service and being used. The Bureau cannot award any further relief for this issue, so no further discovery on this issue is permissible or necessary.

**Interrogatory No. 7: You admitted inconveniencing the Complainant, how does this differ from discrimination?**

VERIZON WIRELESS'S OBJECTION: In addition to the General Objections, incorporated herein, Verizon Wireless objects specifically to this interrogatory on the grounds that it exceeds the limit of five interrogatories that may be requested under 47 C.F.R. § 1.729(a).

Verizon Wireless further objects to this interrogatory to the extent it misstates Verizon Wireless's previous communications. To the extent this interrogatory seeks Verizon Wireless's legal arguments regarding any claims for "discrimination" within the meaning of 47 U.S.C. §

202(a), Verizon Wireless already has addressed those in its Answer and Legal Analysis. To the extent this interrogatory seeks Verizon Wireless's legal arguments regarding any claims for "discrimination" within the meaning of Title VII of the 1964 Civil Rights Act, the Bureau does not have the authority to address such claims in this proceeding and, therefore, any response regarding those issues would not be relevant here.

**Interrogatory No. 8: Share the reason Verizon Wireless customer agreement means more than [*sic*] the 1934 Communications Act?**

VERIZON WIRELESS'S OBJECTION: In addition to the General Objections, incorporated herein, Verizon Wireless objects specifically to this interrogatory on the grounds that it exceeds the limit of five interrogatories that may be requested under 47 C.F.R. § 1.729(a).

To the extent this interrogatory seeks Verizon Wireless's legal arguments regarding its customer agreement and/or the Communications Act, Verizon Wireless provided those in its Answer and Legal Analysis.

**Interrogatory No. 9: Share the amount paid to the corporate store on March 15, 2018 and weather [*sic*] or not you have refunded the cash, or credited that amount specifically to the bill before this second request was sent?**

VERIZON WIRELESS'S OBJECTION: In addition to the General Objections, incorporated herein, Verizon Wireless objects specifically to this interrogatory on the grounds that it exceeds the limit of five interrogatories that may be requested under 47 C.F.R. § 1.729(a).

Verizon Wireless further objects to this interrogatory on the grounds that it is vague and ambiguous and that any information gleaned in response is not necessary to resolve the dispute pending before the Bureau. Complainants have not identified what the alleged payment referenced in Interrogatory No. 9 was for or how much it allegedly was. As detailed in its Answer and Legal Analysis, without admitting liability, Verizon Wireless made reparations for all known alleged overbilling or compensatory claims by providing credits to Paperkidd's

account. But Verizon Wireless was not aware of any claim related to the cash payment referenced in this interrogatory and cannot find any description of or properly pleaded claim for that alleged cash payment in the Amended Complaint. *See* FN 1, *supra*. Discovery is not appropriate on claims that have not been properly raised and pleaded, as only the matters properly set forth in the Amended Complaint are before the Bureau.

**Interrogatory No. 10: Did Jarrell D. Curne have to locate the IMEI for the iPad because you couldn't locate which line it was on the account since it was not active on 6/11/2018?**

VERIZON WIRELESS'S OBJECTION: In addition to the General Objections, incorporated herein, Verizon Wireless objects specifically to this interrogatory on the grounds that it exceeds the limit of five interrogatories that may be requested under 47 C.F.R. § 1.729(a).

Verizon Wireless further objects to this interrogatory on the grounds that any information gleaned in response is not necessary to resolve the dispute pending before the Bureau. As detailed in its Answer and Legal Analysis, Verizon Wireless already has provided credits to the Paperkidd account to (more than) cover all known alleged overbilling. Verizon Wireless therefore has been relieved of liability under 47 U.S.C. § 208(a) for those claims, and no further discovery relating to them is necessary for the Bureau to resolve this proceeding.

Respectfully submitted,



Christopher M. Miller  
Tamara Preiss  
1300 I Street, N.W.  
Washington, DC 20005

David Haga  
1320 N. Courthouse Road, 9<sup>th</sup> Floor  
Arlington, VA 22201  
(703) 558-9821

*Attorneys for Cellco Partnership  
d/b/a Verizon Wireless*

August 8, 2018

## **CERTIFICATE OF SERVICE**

I hereby certify that on this 8th day of August, 2018 the foregoing was served on the following people in the manner indicated below:

### **Via ECFS**

Marlene H. Dortch  
Secretary  
Federal Communications Commission  
445 12<sup>th</sup> Street, SW  
Room TW-A325  
Washington, DC 20554

### **Via Email**

Rosemary H. McEnery  
Chief  
Market Disputes Resolution Division  
Enforcement Bureau  
Federal Communications Commission  
445 12<sup>th</sup> Street SW  
Washington, DC 20554  
[rosemary.mcenery@fcc.gov](mailto:rosemary.mcenery@fcc.gov)

### **Via Email and Federal Express**

Mr. Jarrell D. Curne  
Paperkidd, LLC  
14919 Pine View Drive  
Grandview, Missouri 64030  
[DbFresh@Paperkidd.com](mailto:DbFresh@Paperkidd.com)

### **Via Email**

Mr. Michael Engel  
Market Disputes Resolution Division  
Enforcement Bureau  
Federal Communications Commission  
445 12<sup>th</sup> Street SW  
Washington, DC 20554  
[michael.engel@fcc.gov](mailto:michael.engel@fcc.gov)

/s/ David Haga  
David Haga