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June 30, 2015

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

Re: Confidential Treatment Request
Attached Supplemental Interrogatories: NTCH, Inc. v. Celco
Partnership, EB-13-MD-006

Dear Ms. Dortch,

NTCH, Inc. (NTCH), which is propounding the attached interrogatories to Celco Partnership, dba Verizon Wireless (VZW), hereby requests confidential treatment for certain portions of the interrogatories under Section 0.459 of the Rules. Under the terms of the Protective Order issued in this case on June 17, 2015, NTCH is required to file any confidential or highly confidential information under seal.

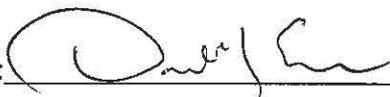
The following interrogatories contain references to information previously filed under seal and are therefore themselves being filed under seal:

- Interrogatory 2
- Interrogatory 3
- Interrogatory 6

FLETCHER, HEALD & HILDRETH, P.L.C.

In order to comply with the Protective Order, NTCH has submitted a complete version of its interrogatories, for which it requests confidential treatment, and a redacted version, which is available for public inspection.

Respectfully Submitted,

By:  _____

Donald J. Evans
Jonathan R. Markman

Its Attorneys

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June 30, 2015

REDACTED UNDER THE TERMS OF THE PROTECTIVE ORDER
AVAILABLE FOR PUBLIC INSPECTION

BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, DC 20554

_____)	
In the Matter of)	
)	
NTCH, Inc. for and on behalf)	
of its Operating Subsidiaries,)	File No. EB-13-MD-006
)	
Complainant,)	
)	
v.)	
)	
Cellco Partnership dba Verizon Wireless)	
and its Operating Subsidiaries,)	
)	
Defendant.)	
_____)	

Supplemental Discovery of NTCH, Inc.

NTHC, Inc. (NTCH), by its attorneys and pursuant to Section 1.729(a) of the Commission's rules and the Letter Order issued in this case by the Enforcement Bureau on June 17, 2015, hereby propounds this supplemental set of interrogatories and document requests to CellCo Partnership dba Verizon Wireless (VZW).

DEFINITIONS AND INSTRUCTIONS

1. "VZW" means Defendant Cellco Partnership dba Verizon Wireless, its operating subsidiaries and affiliates, and its attorneys, representatives, agents or anyone acting on behalf of said party.
2. "Identify" or "identification" when used in reference to a person means to state his or her full name, present or last known address, present or last known telephone number and present or last known position and business affiliation.

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8. You are required to supplement or amend your responses to these interrogatories based on any and all information obtained after the filing of such responses.

Interrogatory

1. For all foreign carriers with whom VZW has an international roaming agreement, provide the prescribed roaming rates and reciprocal traffic volumes for the provision of voice, toll, SMS, and data services (“the Services”) between VZW and the foreign carrier.¹ Insofar as there is any difference between the operation of these agreements and domestic roaming agreements, describe these differences. Per the Bureau’s earlier Order in this proceeding, the identity of the carriers need not be provided.

[REDACTED]

¹ See *Reexamination of Roaming Obligations of Commercial Mobile Radio Service Providers and Other Providers of Mobile Data Services*, DA 14-1865, rel. Dec. 18, 2014 (*T-Mobile Declaratory Ruling*). Roaming rates between US and foreign carriers are relevant to the reasonableness of domestic rates.

[REDACTED]

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4. For all voice and data plans which remain available to or in use by wholesale or retail customers, but which are no longer offered for sale to new customers and were therefore not included in VZW's response, and which have rates lower than those provided in VZW's response to NTCH's first interrogatories, provide the same information as included in VZW's Response #4.⁴

5. Provide the inbound and outbound data volume information for all roaming agreements listed in Exhibit A to VZW's Response which include a data rate.⁵

[REDACTED]

7. For any agreement on which VZW claims to be a Net Payer, note whether this categorization is true for both voice and data independently or only in the aggregate.⁷

8. Where a Mexican telecommunications carrier has an affiliate that has an MVNO agreement with VZW, provide the date and terms of any agreements between VZW and such carrier that directly or indirectly provide VZW's customers preferential roaming, access charges, toll charges or other rates in Mexico. Identify by a number, letter or other designation the MVNO(s) whose rates for the Services have been provided in response to NTCH's first interrogatories.⁸

9. Identify and provide the content of any documents now or previously in VZW's possession that refer to, describe, summarize, or otherwise evidence an intent or strategy to eliminate

⁴ VZW's distinction between those rates offered to new customers and those which it continues to honor with existing customers is not a sufficient reason to exclude the information about these plans. The fact that the rates are currently available to retail customers bears upon the reasonableness of comparable roaming rates which should be available to roaming partners.

⁵ This information is needed for the same reason that this information is crucial in analyzing the reasonableness of the other roaming agreements listed in VZW's Exhibit A and understanding VZW's claims of Net Payer status on many of its roaming agreements.

[REDACTED]

⁷ VZW's characterization of its roaming agreements as to net payer or net receiver status does not make clear whether data-related payments and receipts were included in this determination.

⁸ This interrogatory is necessary to determine whether VZW's roaming rates are based on factors other than costs or competitive considerations but on concessions or favors from foreign entities which could constitute a restraint of trade.

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competition by low rates, pricing policies, sales campaigns, contract terms or other means by agreements between VZW and one or more MVNOs.⁹

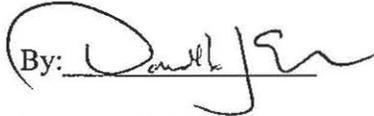
10. Identify any roaming agreements to which VZW is a party that require volume commitments or minimum payments by either carrier. Provide the particulars of such commitments or minimum payments and the traffic volumes maintained during the term of the commitments.¹⁰

SUPPLEMENTAL DOCUMENT REQUEST

NTCH requests that VZW be required to produce any documents identified pursuant to the foregoing agreements. Production of such documents would permit NTCH to apprehend the full particulars of the relevant material with all pertinent and sometimes telling details and without VZW's editorial judgments about what is relevant. Review of such documents would be limited to select individuals as provided in the Protective Order.

Respectfully submitted,

NTCH, Inc.

By: 

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Jonathan R. Markman

June 30, 2015
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⁹ This interrogatory addresses the Commission's declaration that roaming agreements that restrain trade are per se unreasonable. *See, e.g., Reexamination of Roaming Obligations of CMRS Providers and Other Providers of Mobile Data Services*, 25 FCC Rcd 5411 ¶ 85, 2011.

¹⁰ This interrogatory seeks to elicit an important term of a roaming agreement that may not otherwise have been disclosed.