received payments under the PAP is because Verizon has met benchmark standards set by the Virginia SCC and has provided Cavalier with generally better service than Verizon provides to its own retail customers. *Agro Surrebuttal* at 2:29-31.

Cavalier proposes a unique set of measures and penalties just for Cavalier. If the Bureau approves such special measures and penalties for Cavalier, other CLECs are sure to demand this same special treatment, leaving Verizon to try to administer a bewildering patchwork system of measures and penalties. The PAP is designed to avoid just such problems and to ensure nondiscriminatory treatment as between all CLECs. If Cavalier is unhappy with the Virginia SCC-mandated PAP, it can seek changes through a generic proceeding like PUC010226, the proceeding in which the Virginia SCC considered and adopted Verizon's current PAP. *Albert Panel Direct* at 28:20 – 29:5.

C. The Bureau Should Also Reject Cavalier's Proposed Winback Charge

Cavalier proposes to charge Verizon a "processing charge" and an installation fee when a Cavalier customer decides to return to Verizon. Cavalier's Proposed Section 11.17.1. Cavalier also proposes a separate charge "when Verizon requests the return of a UNE loop on an expedited basis." Cavalier's Proposed Section 11.17.5. Cavalier lists these "UNE-related" charges in Exhibit A(2) of its Proposed Agreement, but does not provide any cost studies to support these rates. In fact, Cavalier makes no attempt at all to support these rates, but just plucks them from Verizon's pricing schedule for the UNE charges Verizon bills to Cavalier when Cavalier orders a new UNE loop and then attempts to turn these around and apply them to Verizon when Verizon wins a customer back from Cavalier. Since Cavalier has provided no evidence that its costs are the same as Verizon's (and the costs are different), the Bureau should reject Cavalier's proposal.

Cavalier's "winback" charges mix apples and oranges. When Cavalier loses a customer that it serves with its own switch, it performs only a few, limited functions. Cavalier must receive a service order to port the customer's number; port the customer's number to the other carrier; and update the E 9-1-1 database. Verizon performs the same limited functions when it loses a customer to Cavalier. But Verizon does not charge Cavalier (or any other CLEC) for these work functions, and there is no basis for Cavalier to charge Verizon for the same functions. *Albert Panel Rebuttal* at 23:12-13. Cavalier provides a chart that supposedly details the work functions Cavalier performs when a "winback" occurs (*Ferrio Direct* at 3:3-5), but Verizon does not charge Cavalier for any of the functions described in that chart. *Albert Panel Rebuttal* at 23:12-13.

Cavalier contends that the winback charges it proposes here are the same as "what Verizon charges Cavalier," (*Ferrio Direct* at 3:9), but neglects to mention that these charges are UNE charges that apply when Cavalier orders a new loop, not charges associated with the limited winback functions described above. The charges Cavalier wants to make reciprocal (Verizon's UNE charges for service order processing and installation) apply when Cavalier orders a new UNE loop. But when Verizon assesses these charges on Cavalier, it is because Verizon is providing Cavalier a facility – a new UNE loop. When Cavalier wins a customer from Verizon and orders a loop from Verizon, Verizon charges a non-recurring and a recurring charge for the loop. The non-recurring charge is intended to cover Verizon's one-time costs for provisioning the loop. For example, in some cases, a technician has to go out into the field to rearrange facilities in order to make a loop available to Cavalier's customer. In other cases, a central office technician will cross-connect the loop to Cavalier's collocation arrangement.

Cavalier provides no such facility to Verizon when Verizon wins a customer from Cavalier because it does not provide Verizon with the loop.

At the hearing, Cavalier claimed for the first time that its winback charge is also comparable to the disconnect charge that Verizon assesses when a Verizon technician physically disconnects a UNE Loop. *Hearing Tr.* at 638:1-9 (Ferrio). Again, Cavalier completely ignores the fact that these two charges apply to entirely different functions. Verizon's disconnect charge is a Virginia SCC-approved charge that covers work for disconnecting an unbundled loop. Cavalier does not provide unbundled loops to Verizon and, obviously, does not disconnect them either.

Moreover, Verizon's disconnect charge is not a "winback" charge. Instead, it applies in *any* situation where Cavalier is no longer providing service to a customer over a loop. This might occur, for example, because a Cavalier customer moved, went out of business, shifted to a carrier other than Verizon, or wanted a new service from Cavalier that could not be provided over the existing loop – situations in which there is no winback.

The Bureau should reject this belated argument. Prior to the hearing, Cavalier never mentioned Verizon's disconnect charge with Cavalier's proposed winback charge. Cavalier witness Ferrio's testimony does not even mention Verizon's disconnect charge. *Ferrio Direct* at 3:3-5. To the contrary, Cavalier expressly states that its winback charge would mirror Verizon's $13.69 charge for *installation* of a UNE, not the *disconnection* of a UNE. *Ferrio Direct* at 3:10.

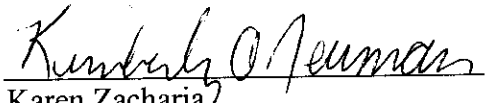
Finally, Cavalier's proposed winback charge unlawfully discriminates against Verizon. If adopted, Verizon would be the only carrier in Virginia required to pay Cavalier "a processing charge" for winning a customer from Cavalier. Cavalier's Proposed Section 11.17.1. Cavalier witness Clift candidly admitted at the hearing that no other carrier – including AT&T, Cox, or

MCI – pay Cavalier a charge when it wins a customer from Cavalier. *Hearing Tr.* at 636:4-9 (Clift). This is the very reason why charges such as Cavalier's winback charge are more appropriately contained in tariffs that apply equally to all similarly situated carriers, rather than in two-party interconnection agreements.

For all of the reasons stated above, the Bureau should reject Cavalier's proposed additions to Section 11.17 and Exhibit A(2).

DATED: October 27, 2003.

Respectfully submitted,



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Michael E. Glover

Of Counsel

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jryoung@omm.com
knewman@omm.com

CERTIFICATE OF SERVICE

I certify that on the 27th day of October, 2003, the Post Hearing Brief of Verizon Virginia Inc. in the above-captioned proceeding was served on the following parties:

Via Overnight Delivery and Electronic Mail:

Stephen T. Perkins
Cavalier Telephone, LLC
2134 West laburnum Avenue
Richmond, Virginia 23227-4342
sperkins@cavtel.com

Martin W. Clift, Jr.
Cavalier Telephone, LLC
2134 West Laburnum Avenue
Richmond, VA 23227-4342
mclift@cavtel.com

Richard U. Stubbs
Cavalier Telephone Mid-Atlantic, LLC
965 Thomas Drive
Warminster, Pennsylvania 18974
rstubbs@cavtel.com

Via Electronic Mail:

Mr. John Adams (john.adams@fcc.gov)
Ms. Margaret Dailey (mdailey@fcc.gov)
Mr. Brad Koerner (bkoerner@fcc.gov)
Mr. Richard Lerner (rlerner@fcc.gov)
Mr. Marcus Maher (marcus.maher@fcc.gov)
Mr. Jeremy Miller (jmiller@fcc.gov)
Ms. Terri Natoli (tnatoli@fcc.gov)

Kimberly A. Newman

Kimberly A. Newman.

EXHIBIT 1

OFFICE OF THE
COUNTY ATTORNEY

COUNTY OF CHESTERFIELD
P. O. BOX 40
9901 LORI ROAD, SUITE 503
CHESTERFIELD, VIRGINIA 23832-0040

TELEPHONE (804) 748-1491 FACSIMILE (804) 717-6297
INTERNET: countyattorney@co.chesterfield.va.us

STEVEN L. MICAS
COUNTY ATTORNEY

JEFFREY L. MINCKS
DEPUTY COUNTY ATTORNEY
STYLIAN P. PARTHEMOS
MICHAEL S. J. CHERNAU
SR. ASST. COUNTY ATTORNEYS
MICHAEL P. KOZAK
DAVID W. ROBINSON
LOLA M. RODRIGUEZ
ASSISTANT COUNTY ATTORNEYS

September 30, 2003

By Facsimile (804) 772-1026
& Regular U.S. Mail

Ms. P. J. Rhyne
Communications Representative
Verizon Network Services
600 East Main Street, Sixth Floor
Richmond, Virginia 23219

Re: Chesterfield County 911 Tariffs

Dear Ms. Rhyne:

As you know, the County is still awaiting a resolution of the issue dealing with possible duplicated or overlapping billing for E-911 service. As you will remember, in 2000, we began receiving billing from Cavalier Telephone for E-911 services.

At that time, we reached an agreement to withhold payment from Verizon in the amount of the Cavalier billing and hold it until the matter was resolved. The County initially withheld $9,187.50 and then subsequently withheld $3,012.98. To date, this money has been escrowed pending resolution of this matter by the SCC.

In reviewing our records, it has been determined that Chesterfield County has continued to receive bills from Cavalier Telephone for this disputed service. The bills now total $34,799.43, including late charges. The County needs to continue withholding an amount that is equal to the Cavalier billing until a resolution is reached. Accordingly, at this point, the County needs to withhold $22,598.95 to ensure sufficient funds are available for distribution when a solution is achieved.

Therefore, beginning with the next billing, the County is planning on withholding payment of our Verizon bill until the $34,799.43 amount has been covered and will continue to withhold the amount of future Cavalier monthly billings, in an attempt to maintain the status quo.

While the County obviously has no quarrel with paying the proper tariff to the appropriate carrier, we do not want to be put in the position where we have paid both Verizon

and Cavalier for the same telephone line and services. This is one of the precise issues pending before the SCC.

Again, thank you for your consideration in agreeing to waive any late charges while we attempt to solve this problem. Of course, please give me a call if you have any questions.

Sincerely,

Mike Kozak

Michael P. Kozak
Assistant County Attorney

cc: Barbara H. Mayfield, Director, Emergency Communications
James McDonnell, Operations Support Manager
Donna Tucker, Accounting

1325:63019.1

EXHIBIT 2

XDSL Loop Qualification and Conditioning	Rate	Source
Manual Loop Qualification	$93.70	Rate in an interconnection agreement that is equal to or lower than comparable rate in NY.
Engineering Query	$121.37	Rate in an interconnection agreement that is equal to or lower than comparable rate in NY.
Engineering Work Order	$500.90	Rate in an interconnection agreement that is equal to or lower than comparable rate in NY.
Bridge Tap Removal – One Occurrence	$177.48	Rate in an interconnection agreement that is equal to or lower than comparable rate in NY.
Bridge Tap Removal – Multiple Occurrence	$430.79	Rate in an interconnection agreement that is equal to or lower than comparable rate in NY.
Load Coil Removal – 21,000 Feet	$707.99	Rate in an interconnection agreement that is equal to or lower than comparable rate in NY.
Load Coil Removal – 27,000 Feet	$941.06	Rate in an interconnection agreement that is equal to or lower than comparable rate in NY.
Cooperative Testing	$28.18	Rate in an interconnection agreement that is equal to or lower than comparable rate in NY.
Mechanized Loop Qualifications	$0.40	Rate in an interconnection agreement that is equal to or lower than comparable rate in NY.
WideBand Test Access System	$1.69	Rate in an interconnection agreement that is equal to or lower than comparable rate in NY.
ISDN Electronics	$929.08	NY rate.

EXHIBIT 3

production of every document that is arguably responsive to this request. Further, Cavalier was unable to devise a timely means of generating non-confidential and non-customer-specific analyses of the underlying data.

Issue 10

Request for Production C10-1: Provide all dark fiber maps that Cavalier has received from the "typical **vendors**" as referenced in the direct testimony of Matt Ashenden at page 3, lines 15-18.

Objection and Response: Cavalier further objects to the request as overly broad and unduly burdensome because it requests "all" dark fiber maps of the type described by Mr. Ashenden, when a sample of such maps should be sufficient. Cavalier further objects to the request because it requests documents that are subject to non-disclosure agreements or confidentiality restrictions with third parties. Subject to and without waiver of its objections, Cavalier responds that it has not yet obtained waiver of any third-party confidentiality obligations, but Cavalier has produced a confidential document, subject to the protective order in this proceeding and Bates-numbered *C00101*, that shows Cavalier's dark fiber map for Cavalier's Richmond, Virginia network, which Cavalier uses in discussions with its prospective customers.

Request for Production C10-2: Provide all documents to support the assertion in the direct testimony of Matt Ashenden at page 4, lines 10-12 that there are "conflict[s] *between records review and [] field survey[s]*."

Objection and Response: Cavalier further objects to the request as mischaracterizing Mr. Ashenden's testimony at the cited portion of his testimony. Cavalier also objects to the request as overly broad and unduly burdensome because it requests "all" documents that support an assertion, when Verizon should have all documents related to its own "records review" and "field survey[s]." Cavalier also objects to the request because the information supporting Mr. Ashenden's testimony in this general area may not exist in the form of documents. Subject to and without waiver of its objections, Cavalier responds that correspondence between Cavalier and Verizon concerning dark fiber between: (a) Verizon's Brickell central office and a customer location in Norfolk, Virginia, and (b) Verizon's Herndon central office and a customer located in Herndon, Virginia. Cavalier is still gathering documents responsive to this request and reserves the right to supplement its production as these documents become available.

Request for Admission C10-1: Admit that Cavalier is not aware that any other CLEC has an interconnection agreement with Verizon containing Cavalier's proposed Sections relating to Issue C10.

Objection: Cavalier objects to the request as irrelevant and not reasonably calculated to lead to the discovery of admissible evidence, because it inquires into Verizon's interconnection agreements with other carriers and not with Cavalier, when it is Verizon's interconnection agreement with Cavalier that is the subject of this proceeding. Cavalier further objects to the request to the extent that it seeks to impose upon Cavalier

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

In the Matter of	)	
	)	
Petition of Cavalier Telephone, LLC	)	WC Docket No. 02-359
Pursuant to Section 252(e)(5) of the	)	
Communications Act for Preemption	)	
of the Jurisdiction of the Virginia State	)	
Corporation Commission Regarding	)	
Interconnection Disputes with Verizon	)	
Virginia, Inc. and for Arbitration	)	

CAVALIER TELEPHONE, LLC'S SUPPLEMENTAL RESPONSE TO VERIZON VIRGINIA, INC.'s SECOND SET OF COMBINED INTERROGATORIES, REQUESTS FOR ADMISSION AND DOCUMENT REQUESTS

Pursuant to the *Procedures Established for Arbitration of an Interconnection Agreement Between Verizon and Cavalier*, WC Docket No. 02-359, Public Notice (rel. August 25, 2003), petitioner, Cavalier Telephone, LLC ("Cavalier"), supplements its October 10, 2003 response to Verizon Virginia Inc.'s Second Set of Combined Interrogatories, Requests for Admission and Document Requests to Cavalier served by Verizon Virginia Inc. ("Verizon") on September 25, 2003.

RESPONSE

Subject to and without waiver of its previously stated general objections and its previously stated specific objections, Cavalier further responds to Verizon's discovery requests as follows:

Issue 10

Request for Production C10-1: Provide all dark fiber maps that Cavalier has received from the "typical **vendors**" as referenced in the direct testimony of Matt Ashenden at page 3, lines 15-18.

Supplemental Response: Subject to and without waiver of its objections, Cavalier further responds that it still has not obtained waiver of applicable third-party confidentiality obligations, but Cavalier identifies the following vendors who provide maps in the same general format as that described in Mr. Ashenden's testimony:

Abovenet (formerly known as MFN),
Xspedius (formerly known as ACSI or espire),
Looking Glass Networks,
Level 3 Communications, and
City Signal Communications.

Dated: October 23, 2003.

Respectfully submitted,

Stephen T. Perkins (VA Bar #38483)
Cavalier Telephone, LLC
2134 West Laburnum Avenue
Richmond, Virginia 23227-4342
Telephone: 804.422.4517
Facsimile: 804.422.4599
e-mail: sperkins@cavtel.com

- *and* -

Richard U. Stubbs (MA Bar # 563207)
Cavalier Telephone Mid-Atlantic, LLC
965 Thomas Drive
Warminster, Pennsylvania 18974
Telephone: 267.803.4002
Facsimile: 267.803.4147
e-mail: rstubbs@cavtel.com

EXHIBIT 4

Issue C16

Request for Production C16-1: Provide all documents upon which Cavalier intends to rely to support its assertion that the current pole attachment application process is "inefficient and costly" and should be replaced (Cavalier's Exhibit A at 3-4).

Response: Cavalier refers to its prefiled testimony on this issue and will further produce all responsive documents not subject to privilege or other protection.

Issue C17

Interrogatory C17-1:Identify all instances in which Verizon has won back a Cavalier customer as a result of a misdirected repair call since January 1, 2000.

Response: Cavalier will produce all responsive documents not subject to privilege or other protection, but notes that its proposed contract language on this point is not restricted to "misdirected repair calls" but instead refers to "misdirected calls."

Interrogatory C17-2:Identify all instances in which a Verizon service representative has disparaged Cavalier during a misdirected repair call since January 1, 2000.

Response: Cavalier will produce all responsive documents not subject to privilege or other protection.

Interrogatory C17-3:Identify all instances in which Verizon offered a Cavalier customer discounted Yellow Pages advertising in order to win that Customer back from Cavalier since January 1, 2000.

Response: Cavalier will produce all responsive documents not subject to privilege or other protection.

Request for Production C17-1: Provide all documents upon which Cavalier intends to rely to support its demand that a series of penalties be included in the parties'

-----Original Message-----
From: Hibbard, Julie
Sent: Thursday, June 26, 2003 4:34 PM
To: Zitz, Mark
Subject: RE: VZ sales tactics

CUSTOMER # 3095176 - This customer had left a message on our after-hours voice mail stating that a Verizon sales person had called him telling

him that since Verizon is charging Cavalier so much for his lines, and that he needed a list of all phone numbers so that he could make sure that

Cavalier refunded him with the amount that we had over charged.
Customer # 3137032
Note type: Customer Service
Jeanne called to inform us that a person from Verizon stated he was calling all
cavalier customers to let them know that verizon was charging cavalier customers
more than they should on line charges> 4/24/03 16:49 LSCHOOLE 0/00/00

Note type: Customer Service
cont>> stated that they were being charged for res line charge and not biz line
charge. stated there was a lawsuit pending on this and she would rec. approx. $6
.00 per line per mth for the last yr.>> 4/24/03 16:50 LSCHOOLE 0/00/00

Note type: Customer Service
cont>> asked customer to give him all her tel#'s so that he could file adj for h
er through cavalier. stated cavalier would be sending her a refund. advised cust
we did not know anything about this. ls 4/24/03 16:52 LSCHOOLE 0/00/00 +
(C) Copyright Aptis, Inc.

Costello Design- Verizon Sales rep advised our customer that it is illegal for Cavalier to force our customer's to sign contracts. They stated that

we are monopolizing the market. They stated that we are only charging the FSLC for LD. (all new cav lines he was not an ex Verizon customer)

-----Original Message-----
From: Reigner, Robert
Sent: Friday, June 20, 2003 3:13 PM
To: Clift, Marty
Subject: FW: Autobahn Auto - 1 line account

Marty,
This doesn't seem right. What can be done ?

-----Original Message-----
From: Robinson, Kristina
Sent: Friday, June 20, 2003 3:09 PM
To: Reigner, Robert
Subject: FW: Autobahn Auto - 1 line account

FYI ... what can we do to save 'em??????

-----Original Message-----
From: Roestenberg, Monica
Sent: Friday, June 20, 2003 2:53 PM
To: Robinson, Kristina
Cc: Charnock, Tammy
Subject: Autobahn Auto - 1 line account

Hi Kris,

This customer just cutover to us on 5/16, and is scheduled to go back to Verizon on 6/27.
I emailed the agent, Bob Bullock, to let him know they were on the Winback list.
He called the customer and found out Verizon offered them six free months of Yellow Page advertising to come back!

Monica Roestenberg
Cavalier Business Communications
Channel Sales Customer Advocate
1319 Ingleside Rd
Norfolk, VA 23502
(757) 248-4134
(757) 248-4042 fax

-----Original Message-----
From: Hibbard, Julie
Sent: Thursday, June 26, 2003 4:34 PM
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we are monopolizing the market. They stated that we are only charging the FSLC for LD. (all new cav lines he was not an ex Verizon customer)

From: Perkins, Stephen
Sent: Wednesday, July 09, 2003 3:01 PM
To: 'christos.t.antoniou@verizon.com'; 'jennifer.l.mcclellan@verizon.com'
Subject: VA marketing tactics

Chris and Jennifer:

Further to my discussions with Chris about trying to move toward a more normal business relationship, please review the attached and see what

you can do. (Full version is coming by fax.) Cavalier's business side is quite agitated about this issue, as Verizon marketing reps seem to know

that customers are Cavalier customers.

Thanks and regards,

Stephen T. Perkins
General Counsel
Cavalier Telephone, LLC
2134 West Laburnum Avenue
Richmond, Virginia 23227-4342
Telephone 804.422.4517
Fax 804.422.4599
e-mail: sperkins@cavtel.com
www.cavtel.com

From: Perkins, Stephen
Sent: Wednesday, July 09, 2003 7:12 PM
To: 'christos.t.antoniou@verizon.com'
Subject: RE: VA marketing tactics

Chris:

Thank you for your prompt response. Listed below is the available information, to the best of my knowledge, for the three examples mentioned in

my letter.

1. Autobahn Auto

915 North Armistead Avenue
Hampton, Virginia 23669
BTN 757.723.21112
Approximate date of contact 5/30/03
Cut over to Cavalier 5/16/03
Winback to Verizon 6/27/03

2. Dr. T. Michael Burke
10607 Patterson Avenue
Richmond, Virginia 23233
BTN 804.741.7100
Approximate date of contact unknown (trying to get additional information)

3. Cavalier Flooring Systems
2251 Dabney Road, Suite D
Richmond, Virginia 23230
BTN 804.254.7700
Approximate date of contact: 4/24/03 (Cavalier notes are from 4/24/03 at 16:49.)

I am out of the office tomorrow through next Monday, but I will see what additional information I can find for date and time of contact for each of

these customers.

Thanks again for initiating efforts to address Cavalier's concerns.

Stephen T. Perkins
General Counsel
Cavalier Telephone, LLC
2134 West Laburnum Avenue
Richmond, Virginia 23227-4342
Telephone 804.422.4517
Fax 804.422.4599
e-mail: sperkins@cavtel.com
www.cavtel.com

-----Original Message-----
From: christos.t.antoniou@verizon.com
[mailto:christos.t.antoniou@verizon.com]
Sent: Wednesday, July 09, 2003 5:33 PM
To: Perkins, Stephen
Subject: Re: VA marketing tactics

Steve,

Further to our calls this afternoon, thanks for raising these matters with me.

I have read your letter attached to the e-mail below. This is to assure you that Verizon will promptly investigate the items raised in your letter.

To that end, as we discussed, Verizon requests relevant information with respect to the customer contacts referenced in your letter (as well as any other customer contacts of which Cavalier is aware that it believes Verizon should investigate). For example, what telephone numbers were called, on what date (with times, if available), what addresses are associated with the numbers? Such information would be used by Verizon to conduct its investigation and would not be used for marketing. Thanks again.

Chris

Chris T. Antoniou
Assistant General Counsel
Verizon
1515 North Court House Road
Suite 500
Arlington, VA 22201
(703) 351-3006 (phone)
(703) 351-3660 (fax)
christos.t.antoniou@verizon.com

"Perkins, Stephen" <sperkins@cavtel.com>
07/09/2003 03:01 PM

To: Christos T. Antoniou/EMPL/VA/Verizon@VZNotes, Jennifer L. McClellan/EMPL/VA/Verizon@VZNotes
cc:
Subject: VA marketing tactics

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Telephone 804.422.4517
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e-mail: sperkins@cavtel.com
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<<mktg-tactics.pdf>>

(See attached file: mktg-tactics.pdf)

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Sent: Wednesday, July 09, 2003 7:12 PM
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e-mail: sperkins@cavtel.com

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Sent: Wednesday, July 09, 2003 5:33 PM
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Chris

Chris T. Antoniou
Assistant General Counsel
Verizon
1515 North Court House Road
Suite 500
Arlington, VA 22201
(703) 351-3006 (phone)
(703) 351-3660 (fax)
christos.t.antoniou@verizon.com

From: Perkins, Stephen
Sent: Monday, July 28, 2003 9:33 AM
To: 'christos.t.antoniou@verizon.com'
Subject: RE: VA marketing tactics

Any update on Verizon's investigation?

-----Original Message-----
From: christos.t.antoniou@verizon.com
[mailto:christos.t.antoniou@verizon.com]
Sent: Wednesday, July 16, 2003 2:16 PM
To: Perkins, Stephen

Subject: RE: VA marketing tactics

Thanks, Steve. I've been out of the office as well, but will forward your note to the individuals who have been working this.

Chris

Chris T. Antoniou
Assistant General Counsel
Verizon
1515 North Court House Road
Suite 500
Arlington, VA 22201
(703) 351-3006 (phone)
(703) 351-3660 (fax)
christos.t.antoniou@verizon.com

"Perkins, Stephen" <sperkins@cavtel.com>
07/15/2003 08:40 AM

To: Christos T. Antoniou/EMPL/VA/Verizon@VZNotes
cc:
Subject: RE: VA marketing tactics

Chris:

Sorry for the delayed response--I have been out of the office. The information that I gave you tracked the three examples sequentially (first example, first customer and number, etc.).

Thanks again for looking into this.

Steve

-----Original Message-----
From: christos.t.antoniou@verizon.com
[mailto:christos.t.antoniou@verizon.com]
Sent: Thursday, July 10, 2003 9:40 AM
To: Perkins, Stephen
Subject: RE: VA marketing tactics

Steve,