

May 19, 2009

**VIA ELECTRONIC FILING**

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

Re: Cellco Partnership d/b/a Verizon Wireless and Atlantis Holdings LLC  
("Verizon/ALLTEL"), WT Docket No. 08-95, and Reexamination of Roaming  
Obligations of Commercial Mobile Radio Service Providers, WT Docket No. 05-  
265; *EX PARTE*

Dear Ms. Dortch:

This letter responds to Verizon Wireless's recently-filed white paper entitled "Granting Leap's Roaming Petition Would Be Procedurally and Substantively Unlawful and Harm the Public Interest" ("White Paper").<sup>1</sup> In this latest submission, whose otherwise inexplicable length seems a bid for delay, Verizon attempts once again to cast a threatening pall of Administrative Procedure Act ("APA") and policy arguments over the simple clarification sought in Leap's pending Petition for Clarification or Reconsideration of the conditions imposed in the Verizon/ALLTEL proceeding.<sup>2</sup>

Leap addresses the arguments set forth in Verizon's voluminous White Paper point by point below. But the Commission should wave away Verizon's fog of atmospheric suggesting that "novel" and "dramatic"<sup>3</sup> issues present themselves for decision. They do not. Verizon's latest salvo is merely a more formalized and verbose version of arguments that, without exception, it has made in the regular pleading cycle. And the arguments themselves are remarkably toothless and easily dismissed.

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<sup>1</sup> See Letter from Helgi C. Walker, Counsel for Verizon Wireless, to Marlene H. Dortch, Secretary, FCC, WT Docket No. 08-95 (filed May 8, 2009) and attached White Paper

<sup>2</sup> *Applications of Cellco Partnership d/b/a Verizon Wireless and Atlantis Holdings LLC: For Consent to Transfer Control of Licenses, Authorizations, and Spectrum Manager and De Facto Transfer Leasing Arrangements*, Memorandum Opinion and Order and Declaratory Ruling, WT Docket No. 08-95, ¶ 178 (rel. Nov. 10, 2008) ("Verizon/ALLTEL Order").

<sup>3</sup> White Paper at 2.

To be clear: Leap's Petition does not request that "new," "additional" or "expanded" roaming conditions<sup>4</sup> be imposed upon Verizon beyond those that already exist in the *Verizon/ALLTEL Order*, and Leap has *not* in the merger proceeding reinstated its earlier request that Verizon be obligated to eliminate home market roaming exclusions. That latter critical issue hopefully will be dealt with soon by the full Commission in pending rulemaking proceedings.

By the same token, Leap has asked the Commission to step in to address Verizon's continuous bobbing and weaving here as to its current merger and contractual commitments. With respect to the contract election commitment, Leap is nonplussed by Verizon's suggestion that the relief Leap seeks will afford Leap a "far *better* position than it currently occupies under existing roaming agreements."<sup>5</sup> Unlike Verizon, ALLTEL did not pursue a policy in its roaming agreements of imposing anticompetitive "in-market" roaming restrictions. With full knowledge of that fact, Verizon nonetheless committed to allow regional, small and rural carriers who have roaming agreements with both carriers to select either their Verizon or their ALLTEL agreement to govern all roaming traffic between it and post-merger Verizon Wireless throughout all of the combined company's service area.<sup>6</sup> Indeed, in urging approval of its merger, Verizon affirmatively touted the benefits of the election commitment by noting that carriers "in some cases, *may voluntarily elect more favorable terms.*"<sup>7</sup> Thus, even if a carrier's selection of its ALLTEL agreements does happen to afford it more favorable treatment – *e.g.*, by eliminating the in-market exception or by providing better roaming rates – Verizon's feigned shock seems worthy of Captain Renault in *Casablanca*.

Contrary to Verizon's lamentations, it is hard to find a case riper for clarification: three Commissioners thought that Verizon's contract election commitment meant one thing and Verizon says it means another. These Commissioners, along with every other party in the proceeding, believed that Verizon either was offering, or should be compelled to abide by, the aforementioned agreement election (and *all* of the terms of the agreements selected) for a period of time ranging from two to seven years.<sup>8</sup> Verizon of course contends otherwise, arguing that its discussion of time frames was never intended to apply more broadly than its narrow rate commitment. Verizon now admits that it is possible that the Commissioners "conflate[d]" its

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<sup>4</sup> See *id.*, *e.g.*, at 2, 23, 25.

<sup>5</sup> *Id.* at 2 (emphasis in original).

<sup>6</sup> Letter from John T. Scott, III, Verizon Wireless, to Marlene Dortch, Secretary, FCC (Nov. 4, 2008); *Verizon/ALLTEL Order* at ¶ 178.

<sup>7</sup> Cellco Partnership d/b/a Verizon Wireless and Atlantis Holdings LLC, Joint Opposition to Petitions to Deny and Comments (August 19, 2008) ("Joint Opposition"), at 54 (emphasis supplied). See also *id.* ("The merger will either leave the existing roaming terms available from Verizon Wireless and ALLTEL unchanged, or at the voluntary election of certain parties, *improve* available terms.") (emphasis in original).

<sup>8</sup> See Letter from James H. Barker and Pantelis Michalopoulos, Counsel for Leap Wireless, to Marlene H. Dortch, FCC (April 6, 2009), at 3-4.

contract election and rate commitments,<sup>9</sup> but continues to maintain its position that individual Commissioners' views on the point do not matter in any event.<sup>10</sup> Leap is content to let the Commission opine on the issue of its own intent. There is, however, zero question as to its legal authority and ability to do so, via either clarification or reconsideration, which Leap has requested in the alternative.

This is far from an academic issue. Every day Verizon's self-indulgent interpretation of its commitment causes real harm to real consumers on the ground. The clock has already been ticking for more than four months on the fiercely contested four-year term of the conditions that the Commission deemed necessary to mitigate the potential anticompetitive effects of the transaction. But Verizon's position has paralyzed implementation of its commitment and continues to siphon one day at a time off that four-year term. With each day that passes, Leap customers are denied roaming on Verizon's network because Verizon's reading of the conditions prevents Leap from choosing a roaming agreement to govern its traffic with the combined company – a choice that the conditions explicitly permit.

Leap urges that its Petition be granted without further delay.

## **I. THE COMMISSION SHOULD REJECT VERIZON'S LATEST ATTEMPT TO MUDDLE THE RECORD**

### **A. Leap's Petition Unquestionably is Procedurally Proper**

Verizon's White Paper leads with two makeweight procedural arguments. Verizon first argues that Leap's Petition is not appropriately characterized as one for "clarification," but instead as one for "reconsideration." Verizon then argues that Leap has not met the Commission's procedural standard for requesting reconsideration.<sup>11</sup> Both of these arguments are frivolous. There is no serious issue surrounding the procedural propriety of Leap's Petition.

Leap's Petition is appropriately characterized as a request for clarification of the *Verizon/ALLTEL Order*. In general, a petition for clarification is appropriate where a party "requests the Commission to provide additional amplification on a general condition,"<sup>12</sup> and it "may be filed whenever a member of the public requires assistance regarding the proper construction of a Commission rule or order."<sup>13</sup> A petition for clarification is particularly

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<sup>9</sup> White Paper at 14, n.47.

<sup>10</sup> *Id.* at 14-15.

<sup>11</sup> *See id.* at 12-17.

<sup>12</sup> *In re Application for Transfer of Control of Xerox Corp.*, 76 FCC2d 297, ¶ 4 (1980).

<sup>13</sup> *In re Matter of Revision of the Commission's Rules to Ensure Compatibility with Enhanced 911 Emergency Calling Systems*, 17 FCC Rcd. 14,789, ¶ 23 (2002).

appropriate where, as here, the agency is called upon to address confusion arising from a condition or commitment adopted in a merger transaction. Thus, for example, in its *Memorandum Opinion and Order on Reconsideration* of the AT&T/McCaw Cellular transaction, the Commission clarified and revised its price-floor condition because "there is some confusion about the price floor" and "the AT&T/McCaw Transfer Order is susceptible to different interpretations."<sup>14</sup>

In this case, similar clarification is necessary. Paragraph 178 of the *Verizon/ALLTEL Order* reflects a "contract election" commitment, which accords any regional, small and/or rural carrier that currently has roaming agreements with both ALLTEL and Verizon Wireless the right "to select either agreement to govern all roaming traffic between it and post-merger Verizon Wireless."<sup>15</sup> That same paragraph also contains commitments on rates, and specifically, a commitment that Verizon Wireless will not adjust upwards the rates set forth in ALLTEL's existing roaming agreements for "the full term of the agreement or for four years from the closing date, whichever occurs later."<sup>16</sup> Essentially, Leap has asked the Commission to clarify that the four-year time frame imposed by the Commission attaches to *both* the rate and contract election commitments, since other readings of the commitments, namely Verizon's, are implausible in view of the Commission's policy goals in policing the anticompetitive effects of the Verizon/ALLTEL merger.<sup>17</sup>

It is plain that, regardless of the merits, this is a routine exercise in clarification. Leap believes that the ambiguity is easily resolved on the face of the order via the use of standard interpretive rules. But even if it were not so easily resolved, this would be a case where Verizon maintains that the *Verizon/ALLTEL Order* says one thing, and at least three of the Commissioners submitting separate statements, joined by regional, small and rural carriers, think it says a different thing. According to Commissioner Tate: "Verizon Wireless will honor the existing roaming agreements – whether contracted with them or Alltel – for four years."<sup>18</sup> Similarly, Acting Chairman Copps understood that, "The main conditions we secure today are a commitment by Verizon Wireless to extend existing roaming contracts for four years."<sup>19</sup> According to Commissioner Adelstein: "And while I appreciate that this item incorporates the

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<sup>14</sup> *Applications of Craig O. McCaw, Transferor, and American Tel. & Tel., Transferee, For Consent to the Transfer of Control of McCaw Cellular Commc'ns, Inc. and its Subsidiaries*, Memorandum Opinion and Order on Reconsideration, 10 FCC Rcd 11786, 11800 ¶¶ 24, 26 (1995).

<sup>15</sup> *Verizon/ALLTEL Order* at ¶ 178.

<sup>16</sup> *Id.*

<sup>17</sup> *See, e.g.*, Letter from James H. Barker and Pantelis Michalopoulos, Counsel for Leap Wireless, to Marlene H. Dortch, FCC (April 6, 2009).

<sup>18</sup> *Verizon/ALLTEL Order*, Statement of Commissioner Tate at 1.

<sup>19</sup> *Id.*, Statement of Commissioner Copps at 1.

commitment to extend the duration of Alltel and Verizon agreements for up to four years, this commitment alone is inadequate."<sup>20</sup> One could hardly conceive of a case that cries out for clarification more loudly.

Second, Verizon's focus on whether Leap is properly requesting a clarification places form over substance. Leap has timely requested reconsideration in the alternative to the extent that substantive change to the Verizon/ALLTEL commitments is necessary. And on this score, a review of Leap's brief Petition demonstrates that it plainly is not a "mere rehash" of Leap's arguments already presented to the Commission, as Verizon suggests.<sup>21</sup> Indeed, most of Leap's requests in the original merger pleading cycle were rejected by the Commission in adopting the *Verizon/ALLTEL Order*<sup>22</sup> and Leap has not attempted to resurrect any of them on reconsideration. Instead, Leap has sought a clarification *solely* as to how Verizon's four roaming commitments, memorialized together for the first time in the *Verizon/ALLTEL Order*, are to be interpreted. This of course requires the Commission to consider new arguments arising from new facts and circumstances – namely, the formulations of the commitments actually adopted by the agency. These are appropriately considered on reconsideration.

The bottom line is that whatever judgment the Commission makes as to clarification or reconsideration, there is no procedural infirmity here. The current record will support either agency endeavor.

#### **B. There is No APA Problem in Granting Leap's Petition**

Verizon's attempt to intimidate the Commission by alleging potential violations of the APA also is unavailing. As a threshold matter, even Verizon does not seriously dispute the hornbook proposition of administrative law that, at this reconsideration phase of the *Verizon/ALLTEL Order*, the agency has wide discretion to affirm, clarify, reverse or materially alter the terms of its approval of the merger, provided that it supplies a reasoned analysis to justify its decision.<sup>23</sup>

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<sup>20</sup> *Id.*, Statement of Commissioner Adelstein at 1.

<sup>21</sup> White Paper at 16.

<sup>22</sup> These requests had included re-evaluation of the need for a spectrum cap, a request to eliminate the "in-market exclusion" from Verizon's roaming agreements, and a request to extend roaming obligations to data.

<sup>23</sup> *See* White Paper at 24. The scope of review of Commission action under the "arbitrary and capricious" standard is "narrow, and a court is not to substitute its judgment for that of the agency." *Motor Vehicle Mfrs. Ass'n v. State Farm Mut. Auto. Ins. Co.*, 463 U.S. 29, 43, 77 L. Ed. 2d 443, 103 S. Ct. 2856 (1983) ("State Farm"). A reviewing court must simply ensure that, in reaching its decision, the agency examined the relevant data and articulated a satisfactory explanation for its action, including a "rational connection between the facts found and the choice made." *Id.* (quoting *Burlington Truck Lines, Inc.*

More specifically, Verizon is only able to spin out potential violations of the APA by radically re-characterizing the scope of relief that Leap seeks. For example, Leap does not seek in the Verizon/ALLTEL proceeding the imposition of an “entirely new four-year home roaming obligation.”<sup>24</sup> This point is evident from a straightforward review of the undisputed facts, the conclusions that follow from them, and the narrow ambiguities that remain to be clarified.

Here are the undisputed facts:

- Leap and other regional, small and rural carriers have existing roaming agreements with each of Verizon and ALLTEL;
- Verizon committed to allow each such regional, small and rural carrier to select either the Verizon or the ALLTEL agreement to govern all roaming traffic between it and post-merger Verizon Wireless throughout all of the combined company’s service area.<sup>25</sup>
- The specific rates, terms and conditions of the Verizon and ALLTEL agreements vary.
- Certain Verizon agreements with regional, small and rural carriers contain a “home market” roaming exclusion; the ALLTEL agreements do not.
- Verizon knew that there were variances between the ALLTEL roaming agreements and its own because it reviewed them all of them as a consequence of merging.
- Verizon acceded to and even emphasized as an advocacy point the fact that its election commitment will either “leave the existing roaming terms available from

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*v. United States*, 371 U.S. 156, 168, 9 L. Ed. 2d 207, 83 S. Ct. 239 (1962)). An agency that departs from its "former views" is "obligated to supply a reasoned analysis for the change beyond that which may be required when an agency does not act in the first instance" in order to survive judicial scrutiny for compliance with the APA. *State Farm*, 463 U.S. at 41-42. But a reviewing court will "uphold a decision of less than ideal clarity if the agency's path may reasonably be discerned." *State Farm*, 463 U.S. at 43 (quoting *Bowman Transp., Inc. v. Arkansas-Best Freight Sys., Inc.*, 419 U.S. 281, 286, 42 L. Ed. 2d 447, 95 S. Ct. 438 (1974)).

<sup>24</sup> White Paper at 2.

<sup>25</sup> Letter from John T. Scott, III, Verizon Wireless, to Marlene Dortch, Secretary, FCC (Nov. 4, 2008); *Verizon/ALLTEL Order* at ¶ 178.

Verizon Wireless and ALLTEL unchanged or, at the voluntary election of certain parties, *improve* available terms.”<sup>26</sup>

Considering only the above facts, the following conclusions are obvious:

- Verizon cannot object to a party accepting its invitation to choose ALLTEL agreements to govern the exchange of roaming traffic in the combined Verizon/ALLTEL service territory.
- Nor can Verizon be heard to complain that certain variances in the agreements might lead to the improvement of some carriers’ roaming agreement terms in some markets by virtue of the election – especially when Verizon itself *touted the point as a merger benefit*.<sup>27</sup>
- The fact that ALLTEL did not engage in the same discriminatory practices as Verizon with respect to home market exclusions here is purely a matter of contract, not public policy. To be sure, Leap has in separate rulemaking proceedings asked the Commission as a legal and policy matter to prohibit *any carrier* from imposing an “in-market” roaming exclusion in the first instance. Here, however, Leap merely seeks to preserve its existing ALLTEL contractual terms and have them apply as Verizon itself has committed.

As for ambiguities, Leap has asked the Commission to clarify that it was indeed the agency’s intent for the agreements selected to remain in force for a minimum of four years from the date of consummation of the Verizon/ALLTEL transaction, and to confirm that Verizon will not be able to alter unilaterally the terms of those agreements or terminate them before the four year time frame elapses. These clarifications are critical because Verizon continues to dance around them and speak from both sides of its mouth: On the one hand, Verizon states repeatedly that no action is necessary on Leap’s petition because Verizon will “honor [Leap’s] preferred contract and all the terms and conditions thereof for the full life of the agreement.”<sup>28</sup> On the other hand, Verizon repeatedly refuses to address the scenario where such an agreement may be month-to-month or terminated quickly upon notice – Verizon refuses to confirm that its four-year commitment applies, and reserves its rights (i) to terminate ALLTEL agreements and (ii) with the exception of rates, impose in such agreements completely revised terms, including the

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<sup>26</sup> Cellco Partnership d/b/a Verizon Wireless and Atlantis Holdings LLC, Joint Opposition to Petitions to Deny and Comments (August 19, 2008) (“Joint Opposition”), at 54.

<sup>27</sup> Of course, whether a carrier’s roaming terms are actually improved by the election is a fact-specific question and may involve tradeoffs. For example, some carriers may elect to subject themselves to more onerous rate terms in ALLTEL agreements as the price for obtaining removal of a privilege ( no home-market exclusion) which, in Leap’s view, ought to be a right.

<sup>28</sup> White Paper at 3-4.

“in-market” exception. But the scenario that Verizon avoids is the reality. In light of the month-to-month character of many roaming contracts, Verizon’s vaunted commitment to honor a carrier’s preferred contract could mean that Verizon intends to honor it for all of thirty days and disavow it immediately thereafter. Such a development obviously is neither an “improvement” nor even the status quo, and cannot be what the Commission intended.<sup>29</sup>

Finally, framed against the above observations, Verizon’s argument that it will somehow be subject to “disparate regulatory treatment”<sup>30</sup> if Leap’s Petition is granted is not only incorrect but a curious *non-sequitur*. The very nature of conditions or voluntary commitments that attach to merger approvals is that they single out the merger applicants and subject them to obligations not necessarily applicable to companies that do not merge, in order to address specific public policy and/or competitive concerns.

In this regard, apart from AT&T, Verizon Wireless plainly is not “similarly situated” to other industry participants in terms of market power. In any event, however, as set forth, Leap is not attempting to have “additional” or “disparate” conditions apply to Verizon beyond those contained in the *Verizon/ALLTEL Order*.

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<sup>29</sup> As Leap has pointed out, based on Verizon’s construction, a roaming carrier could be made *worse off* if it exercised its option to select its ALLTEL agreement to govern all roaming traffic with Verizon than it would be if there were no merger conditions at all. For example, a carrier’s roaming agreement with Verizon may provide a lower roaming rate but exclude all “in-market” traffic, whereas its agreement with ALLTEL may provide for higher rates but contain no geographic restrictions. In such a case, if the carrier elects the ALLTEL agreement to achieve better coverage for its subscribers (albeit at a higher price), Verizon could terminate the agreement pursuant to its terms, and stick the carrier with the higher rate *and* the in-market exclusion. Again, such an outcome cannot be what the Commission intended by imposing these conditions. *See* Letter from James H. Barker and Pantelis Michalopoulos, Counsel for Leap Wireless, to Marlene H. Dortch, FCC (April 6, 2009), at 3.

<sup>30</sup> White Paper at 23-24.

## II. GRANT OF LEAP'S PETITION IS ENTIRELY PRO-CONSUMER AND WHOLLY CONSISTENT WITH CONGRESSIONAL AND ADMINISTRATION OBJECTIVES

The White Paper also includes sections stating that granting Leap's Petition would somehow contradict the goals of Congress and the Obama Administration to promote the buildout of broadband infrastructure, and constitute a "regulatory handout."<sup>31</sup> These arguments are misplaced and meritless.

First, the arguments are misplaced because they are focused on the alleged general policy benefits of preserving Verizon's ability to discriminate using "home market" exclusions, suggesting that an uncabined automatic roaming obligation would chill infrastructure investment and encourage opportunistic free-riding on other carriers' investments. While those policy points may be appropriate for pending rulemakings that address the merits of the in-market exclusion, they do not directly affect the analysis of the current clarification that Leap seeks. Specifically, requiring Verizon to honor ALLTEL agreements that do not contain an in-market roaming exception merely affirms the status quo as to those agreements, and extends the terms of those agreements to Verizon Wireless markets once an election is made, in *precisely* the fashion Verizon has proposed.

Nonetheless, Leap continues to take strong exception to such arguments. The notion that automatic roaming agreements – a standard feature of the wireless industry since its inception – discourage infrastructure investment is simply belied by the history and development of the wireless marketplace. Verizon historically has relied upon, and still relies upon, roaming agreements with no geographic restriction to support the maintenance of service coverage, even as it continues to expand its network and invest in infrastructure. So do Leap and other regional, small and rural carriers. The contention that an automatic roaming agreement with no geographic carve-out is a "regulatory handout"<sup>32</sup> that would somehow encourage Leap to "avoid building out its own network"<sup>33</sup> is as untenable applied to Leap as it is applied to Verizon itself.

Ten years ago, Leap had no spectrum, no customers and no networks. However, as a result of Leap's investment in infrastructure and networks, Leap now has networks covering nearly 85 million POPs, and expects more than 90 million covered POPs by the end of 2009; went from 28 million POPs on January 1, 2006, to an expected 90 million+ POPs by the end of 2009; and will have spent approximately \$2.5 billion in capital in the 2006-2009 time frame. This history is powerful evidence of the emptiness of Verizon's "freerider" argument.

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<sup>31</sup> *Id.* at 24-30.

<sup>32</sup> *Id.* at 26.

<sup>33</sup> *Id.* at 25.

Furthermore, as Leap has explained in its pending Petition for Reconsideration in the roaming rulemaking,<sup>34</sup> an “in-market” exception actually deters facilities construction and may well cause carriers to *reduce* the size of their coverage footprints. A wireless industry with in-market roaming exceptions leaves room for only two kinds of carriers: the existing set of national carriers like Verizon, who will continue to provide expensive, inflexible nationwide service plans, and carriers with very small footprints who do not aspire to compete beyond their limited borders. That diminution of competition deprives consumers of lower prices and improved services, and it jeopardizes the quality of existing facilities, since entrenched carriers will have less incentive to upgrade or maintain their facilities with fewer competitive alternatives available to customers receiving inferior service.

Moreover, the anti-competitive effects of an in-market exclusion will inflict particular harm on under-served constituencies. A cornerstone of Leap’s service, for example, is providing and expanding a low-cost, flat rate service to many consumers underserved who are unable to afford traditional wireless plans offered by the nationwide carriers. Leap and its subscribers should not be penalized by Verizon merely because Leap has developed its service in populated areas that reflect economically underserved demographics. Nor should the Commission advance a regulatory scheme that chills Leap and other carriers from continuing to expand the offering of such services.

But these are precisely the perverse effects of the “in-market” roaming exclusions that Verizon advocates. For Verizon to characterize a policy with such effects as consonant with Congressional or Obama Administration goals is absurd.

### **III. THE COMMISSION SHOULD GRANT LEAP’S PETITION WITHOUT FURTHER DELAY**

The duration of Verizon’s roaming conditions was not a question of idle interest or tangential relevance to the proceeding. Rather it was one of the most hotly debated terms of those conditions. Verizon had originally proposed to commit itself to two years. Other parties asked for seven. A majority of the Commission found the Verizon offer inadequate, resulting in the final four-year term. Now, Verizon has taken the law into its hands and unilaterally is chipping away at the four years, already having managed to reduce the term by almost four months.

Furthermore, the unilateral construction of this crucial term as to the duration of the roaming conditions strikes at the heart of the Commission's rationale for approving the transaction in the first place. It would mean that the anticompetitive effects of the deal are not

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<sup>34</sup> See *In the Matter of Reexamination of Roaming Obligations of Commercial Mobile Radio Service Providers*, WT Docket No. 05-265, Petition for Reconsideration of Leap Wireless International, Inc. (filed Sept. 28, 2007) (pending).

offset by an adequate counterbalance of ameliorative conditions – a balance that was essential to the Commission’s approval of the transaction:

Based on this finding that the divestitures, as well as Verizon Wireless's roaming related commitments, will protect competition at the retail level in those geographic markets, we conclude that this transaction will not alter competitive market conditions. . . .”<sup>35</sup>

And it would mean that its roaming conditions are plainly *not* "sufficient to protect consumers against potential harm arising from intercarrier roaming arrangements and practices.”<sup>36</sup>

Time is of the essence. Leap thus respectfully urges the Commission to act promptly on its request for clarification and rule that:

- Verizon must extend for four years the rates, terms and conditions of the *entire roaming agreement* elected by its roaming partners, and not simply the rates;
- The four-year period should begin to run from the date that the Commission releases an Order clarifying or reconsidering Verizon’s obligations;
- The elected roaming agreement shall govern the exchange of all roaming traffic in the combined company’s service area; and
- The elected agreement cannot be unilaterally modified by Verizon to impose in-market exclusions or other terms that were not features of the elected agreement in the first instance.

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<sup>35</sup> Verizon/ALLTEL Order at ¶ 179.

<sup>36</sup> *Id.*

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Very truly yours,

- /s/ -

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