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September 30, 2009

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VIA ELECTRONIC FILING

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

Re: Notice of Ex Parte Presentation
WT Docket 08-95 – Applications of Atlantis Holdings LLC and Celco
Partnership d/b/a Verizon Wireless for Consent to the Transfer of Control of
Commission Licenses and Authorizations

Dear Ms. Dortch:

On Tuesday, September 29, 2009, Andre J. Lachance of Verizon Wireless and Helgi C. Walker and Thomas R. McCarthy of Wiley Rein LLP met with General Counsel Austin Schlick, Diane Griffin Holland, Jim Bird, Neil Dellar, Chris Killion, and Dan Harrold, all of the Office of General Counsel, and Paul Murray and Aaron Goldberger of the Wireless Telecommunications Bureau to discuss Verizon Wireless's opposition to the Petition for Clarification or Reconsideration of Leap Wireless International, Inc.¹

We addressed Leap's latest rationale for amending the merger roaming conditions—that is, that the Commission should order that the contract-election condition² has a four-year duration in order to give effect to it.³ We also addressed Leap's claim that because many Alltel roaming agreements are now month-to-month, Verizon Wireless cannot make good on its commitment to continue to honor the Alltel roaming agreements unless the Commission requires Verizon Wireless to honor the terms and conditions of those agreements for four years.⁴

¹ Petition for Clarification or Reconsideration of Leap Wireless International, Inc., WT Docket No. 08-95 (filed Dec. 10, 2008) ("Leap Petition").

² *Applications of Celco 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 and Petition for Declaratory Ruling that the Transaction Is Consistent with Section 310(b)(4) of the Communications Act*, 23 FCC Rcd 17444, 17524 (¶ 178) (Nov. 10, 2008) ("Grant Order") ("We also condition our approval on each such regional, small, and/or rural carrier that currently has roaming agreements with both ALLTEL and Verizon Wireless having the option to select either agreement to govern all roaming traffic between it and post-merger Verizon Wireless.").

³ See Further Ex Parte Filing of Leap Wireless International, Inc. in Supp. of its Petition for Clarification or Reconsideration, WT Docket No. 08-95, at 2 (September 2, 2009) ("Leap September 2 Ex Parte").

⁴ See Leap September 2 Ex Parte at 6-8.

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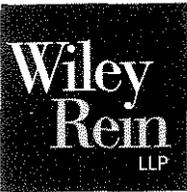
As we have done on previous occasions, we explained that the Commission adopted Verizon Wireless's proposed roaming conditions and rejected any and all other roaming conditions.⁵ We also explained that Leap's present concern about month-to-month agreements is not new—Leap (among others) raised this issue in its Petition to Deny,⁶ and Verizon Wireless responded by offering to keep the rates set forth in existing Alltel roaming agreements with each regional, small and/or rural carrier for the full term of the agreement or for two years from the closing date, whichever occurs later.⁷

In response to Leap's claims that, absent an amendment of the merger conditions to require that the Alltel agreement terms and conditions be honored for four years, roaming partners will not receive the promised benefits from the roaming conditions, we pointed out that each carrier that has availed itself of the conditions adopted by making an election under the contract-election provision has received substantial benefits. We explained that, to date, nineteen carriers have benefited by making an election under the contract-election condition and thereby obtaining more favorable roaming rates and/or more favorable roaming service. We noted that six of these carriers elected their Alltel agreement to govern all of their roaming traffic

⁵ *Grant Order*, ¶ 179 (“[W]e find that the package of divestitures on which we are conditioning our approval of this transaction, along with the roaming conditions described above, sufficient to prevent the significant competitive harm that this transaction would likely cause in certain geographic markets.”); *Id.* (“Accordingly, we decline to condition our approval of the transaction on any additional special requirements relating to roaming rates or arrangements.”).

⁶ *See Leap Petition to Deny* at 6, 19 (Aug. 11, 2008) (noting that “the effective term of many roaming agreements” is “one month”). A group of carriers that included Leap raised the same issue about month-to-month roaming agreements in a petition to deny. *See Petition to Deny of Denali, Leap, LCW Wireless, Mobi PCS, Ntelos, OPASTCO, Revol, RTG, SpectrumCo, SouthernLINC* at 17 n.32 (Aug. 11, 2008) (“Some contracts, it should be noted, are on a month-to-month basis today.”). Metro and Ntelos noted the same issue on reply. *See Reply Comments of Metro and Ntelos* at 12 (Aug. 26, 2008). The Commission obviously believed this to be a non-issue or otherwise an issue sufficiently addressed by the package of roaming conditions because the Commission rejected any and all other roaming conditions. *See supra* note 4.

⁷ *See Joint Opp. to Petitions to Deny* at 56 (Aug. 19, 2008) (“In response to these commitments, some petitioners have requested further clarification regarding post-merger treatment of existing roaming agreements with ALLTEL that have a month-to-month term or are nearing expiration. Because these petitioners have not negotiated future termination dates for their roaming agreements, they raise the concern that their existing agreements will be terminated post-merger. Verizon Wireless’ policy is not to terminate roaming arrangements. Typically, month-to-month roaming agreements will remain in place until one of the parties seeks to negotiate different terms and the parties reach a new agreement. Nonetheless, to allay these concerns, Verizon Wireless offers the following additional commitment: upon closing of the transaction, Verizon Wireless will keep the rates set forth in ALLTEL’s existing agreements with each regional, small and/or rural carrier for the full term of the agreement or for two years from the closing date, which ever occurs later.”); *id.* at iii.



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nationwide and thirteen carriers chose their Verizon Wireless agreement to govern all of their roaming traffic nationwide.

All six carriers that elected their Alltel agreement obtained lower roaming rates for their affected roaming traffic (their rates have decreased by at least 20% and as much as 62%). In addition, we noted that one carrier also obtained data-roaming service by selecting the Alltel agreement, and one other carrier also obtained home-roaming service by selecting the Alltel agreement. We also noted that each of these six selected Alltel agreements is terminable on thirty, sixty, or ninety days' notice, and that Verizon Wireless is honoring every one of these selected contracts despite having the right to terminate them with notice.

Of the thirteen carriers that elected their Verizon Wireless agreement, we explained that nine of these carriers obtained lower roaming rates for their affected roaming traffic (their rates have decreased by at least 20% and as much as 77%). The other four, whose rates either stayed the same or increased slightly, improved their data-roaming position as a result of their election. Overall, eleven of these carriers improved or will soon improve their data-roaming service as a result of their electing the Verizon Wireless agreement. All but one of these thirteen carriers already had home-roaming rights without restriction under their roaming agreements with Verizon Wireless. The one other carrier had a market-specific home-roaming restriction, yet selected its Verizon Wireless agreement because of the lower rates.

We explained that these facts demonstrate that carriers have benefited from the contract-election provision. We emphasized that the carrier that obtained home-roaming by selecting the Alltel agreement is in a position similar to Leap. Verizon Wireless could eliminate home roaming for that carrier by terminating the Alltel agreement; yet, Verizon Wireless is honoring that agreement and has no intention of terminating it.

Pursuant to Section 1.1206(b)(2) of the Commission's rules, an electronic copy of this letter is being filed for inclusion in the above-referenced docket.

Sincerely,

/s/ Helgi C. Walker
Helgi C. Walker

cc (by email):

Chairman Julius Genachowski
Commissioner Michael J. Copps
Commissioner Robert M. McDowell
Commissioner Mignon Clyburn



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Commissioner Meredith Attwell Baker
Austin Schlick
Jim Bird
Renee Crittendon
Neil Dellar
Michele Ellison
Angela Giancarlo
Aaron Goldberger
Nese Guendelsberger
Dan Harrold
Diane Griffin Holland
Chris Killion
Erin McGrath
Paul Murray
Joel Rabinovitz
Jim Schlichting
Susan Singer