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*and all of our voice traffic." Provide all plans, analyses, and reports discussing Verizon Wireless's projected use of its cellular and PCS licenses, including how and to what extent the Proposed Transaction would affect these plans, capacity needs, and timeframes.*

Verizon Wireless has provided documents responsive to this request in the Document Production tagged with "14."

***15. Provide all plans, analyses, and reports discussing alternatives Verizon Wireless considered to address any current or future constraints in capacity or to increase capacity, including: a. acquiring new spectrum; b. increasing network capacity using existing spectrum, including deploying more efficient technologies, improving backhaul, adding cell sites, or deploying small cells (e.g., picocells, outdoor DAS, indoor DAS, femtocells); c. repurposing particular spectrum to different technologies (e.g., LTE), including the transition of subscribers from the repurposed spectrum; or d. alternative solutions to managing any spectrum constraint problems, including upgrading network or customer equipment, changing prices, offloading traffic onto Wi-Fi networks (of Verizon Wireless or any third party), migrating towards heterogeneous networks, or deploying alternative technologies such as Voice over LTE.***

Verizon Wireless has provided documents responsive to this request in the Document Production tagged with "15."

***16. Provide projected three-year wireless capital expenditure budgets for the past three years, and explain any changes for each year.***

Verizon Wireless has provided documents responsive to this request in the Document Production tagged with "16." Verizon Wireless prepares annual capital expenditure budgets and is thus providing those budgets and related documents for the past three years. Generally, changes from year to year reflect the need to adjust capex spending to meet the needs of the business. For example, if network traffic demands grow faster than expected in some geographic areas, investment in additional sites, backhaul, equipment and other infrastructure may need to be increased in those areas.

***17. Provide all plans, analyses, and reports discussing how Verizon Wireless would use the SpectrumCo and Cox AWS spectrum for Relevant Wireless Services, including:***

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*a. how that use would fit with Verizon Wireless's overall strategy for using its various existing spectrum holdings; b. the timeframe for integrating AWS spectrum into Verizon Wireless's LTE devices and any steps the Company has taken to date towards that purpose; or c. the cost impacts, if any, of adding the AWS band to LTE devices.*

Verizon Wireless has provided documents responsive to this request in the Document Production tagged with “17.”

***18. Discuss how Verizon Wireless's acquisition of spectrum from Leap Wireless, if approved, would affect Verizon Wireless's plans and timeframe for use of the SpectrumCo and Cox AWS spectrum, both on a local and national basis. Provide all plans, analyses, and reports discussing how the acquisition of the Leap Wireless spectrum would affect the deployment of the SpectrumCo and Cox AWS spectrum.***

Verizon Wireless has provided responsive documents in the Document Production tagged with “18.” With the acquisition of spectrum from Leap Wireless, Verizon Wireless will hold 20x20 MHz or 15x15 MHz LTE blocks in markets where the spectrum acquired from Leap Wireless is adjacent to the spectrum acquired from SpectrumCo (there are no contiguous licenses in the Leap Wireless and Cox transactions). By deploying the spectrum acquired from SpectrumCo and Leap where it can use large contiguous blocks of spectrum, Verizon Wireless will use the spectrum more efficiently, providing greater capacity and peak rates. As Mr. Stone noted in his Supplemental Declaration appended to the Joint Opposition, “LTE provides higher peak and average data rates if deployed over wider bandwidths (10x10 MHz or higher).” Supp. Stone Dec. at ¶ 8 (emphasis added). In sum, deploying the SpectrumCo and Leap spectrum together will produce efficiencies and expanded LTE network capacity for the benefit of consumers. Generally, however, acquisition of the Leap licenses would not affect the timeframe for use of the SpectrumCo and Cox licenses.

***19. Paragraph 27 of the Stone Declaration states that AWS spectrum is "the most cost-effective and spectrally efficient way" for Verizon Wireless to supplement its 700 MHz C Block spectrum for the deployment of its LTE network. Provide all plans,***

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*analyses, and reports provided to, reviewed by, or relied upon for this statement. Provide any cost models and underlying valuation of spectrum bands.*

Verizon Wireless has provided documents responsive to this request in the Document Production tagged with “19.”

**20. On pages 14-15 of the Public Interest Statement (VZW-SpectrumCo), the Applicants state that “[f]orward-looking, long-term spectrum planning is essential because long lead times are needed to complete the many steps that can be required before new spectrum is put to work.” The Applicants further describe eight actions, some or all of which Verizon Wireless “typically” must complete before it can deploy new spectrum. With respect to the process and timeframe for putting the SpectrumCo and Cox spectrum to use, provide all plans, analyses, and reports discussing which of these steps and actions are necessary and the length of time needed to achieve any of them.**

Verizon Wireless has provided documents responsive to this request in the Document Production tagged with “20.”

**21. Provide all documents discussing Verizon Wireless's valuation of the AWS spectrum assets in the Proposed Transaction, including: a. to what extent, if any, elements of the Agreements affect the valuation of these AWS spectrum assets; or b. the cost and relative valuation of any other spectrum licenses that Verizon Wireless considered acquiring or acquired in the secondary market, including through the acquisition of firms.**

Verizon Wireless has provided documents responsive to this request in the Document Production tagged with “21.”

**22. Provide a timeline of discussions concerning the Proposed Transaction or Agreements, including: a. dates of various discussions between principals and representatives of the parties; b. dates of meetings of the boards of directors where the matter was discussed; and c. dates of interactions between advisors and the boards of directors or management. Provide all plans, analyses, and reports presented at these discussions, meetings, and interactions.**

Pursuant to discussions with Commission staff, Verizon Wireless has provided a timeline of discussions and meetings among executive officers of the parties as Exhibit B to this response. The Proposed Transactions or Agreements were discussed at meetings of the Verizon Wireless Board of Representatives on November 16, 2011, and December 13, 2011, and at meetings of the

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Verizon Board of Directors on May 5, 2011, October 7, 2011, and November 15, 2011. Neither Verizon Wireless nor Verizon retained investment advisors on the matter. Verizon Wireless has also provided responsive documents in the Document Production tagged with “22.”

***23. On page 19 of the Public Interest Statement (VZW-SpectrumCo), the Applicants state that the transaction would benefit consumers by enabling the company to expand the capacity of its network to address increasing consumer demand and deliver high quality, high-speed state-of-the-art services. Provide all plans, analyses, and reports discussing the consumer benefits that would result from the Proposed Transaction including all plans to improve services or products, improve service quality, improve capacity to transmit mobile wireless services (including the number of customers affected), introduce new services or products, or change the pricing for new or future services or products.***

Verizon Wireless has provided documents responsive to this request in the Document Production tagged with “23.”

***24. Paragraph 8 of the Stone Declaration (VZW - SpectrumCo) states that Verizon Wireless engineers its network with access speeds "that are designed to achieve the goals we set for data services -- for EV-DO, typical download speeds of 600 kbps – 1.4 Mbps and upload speeds of 500 - 800 kbps; for LTE, typical download speeds of 5 - 12 Mbps and upload speeds of 2 - 5 Mbps." Paragraph 9 of the Stone Declaration (VZW SpectrumCo) states that "[t]o maintain the same speeds that customers grow to expect as the norm, more spectrum capacity must be added." Paragraphs 2 1-23 of Stone's Supplemental Declaration (Joint Opposition) discuss capacity and the impact on the consumer experience. Provide all documents provided to, reviewed by, or relied upon by Mr. Stone in making these statements. Provide all plans, analyses, and reports discussing the impact the Proposed Transaction would have on performance speeds.***

Verizon Wireless has provided documents responsive to this request in the Document Production tagged with “24.”

***25. Provide all plans, analyses, and reports discussing: a. actual or potential competition between the Company's and any Competing Provider's mobile wireless services (either individually or in the aggregate); or b. actual or potential competitive responses by your Company to any other provider of mobile wireless services, including but not limited to, new product introductions, pricing, service offerings, and network upgrades.***

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Verizon Wireless has provided documents responsive to this request in the Document Production tagged with “25.”

***26. Provide all plans, analyses, and reports discussing the effect that approval of the Proposed Transaction would have on the ability of other firms to offer or compete in the provision of all mobile wireless services.***

Verizon Wireless has provided documents responsive to this request in the Document Production tagged with “26.”

***27. Provide all plans, analyses, and reports discussing the Company's assessment of the effect of the proposed AT&T/T-Mobile merger on its business, as well as the impact of withdrawal of those companies' plans to merge.***

Verizon Wireless has provided documents responsive to this request in the Document Production tagged with “27.”

***28. Provide all plans, analyses, and reports discussing how the Proposed Transaction might affect the pricing and availability of voice and data roaming in the United States, including roaming on AWS spectrum.***

Verizon Wireless has provided documents responsive to this request in the Document Production tagged with “28.”

- 29. Provide all plans, analyses, and reports discussing the Company's or other wireless service provider's use or future use of Wi-Fi networks in the provision of services, including:***
- a. the Company's use or future use of its (or its affiliate's) Wi-Fi networks for the delivery of Relevant Wireless Services;***
  - b. the Company's or other wireless service provider's use or future use of any other company's Wi-Fi networks for the delivery of Relevant Wireless Services;***
  - c. the benefits of having access to Wi-Fi networks for the provision of its wireless services (e.g., for network management, such as through offloading of traffic, or the provision of enhanced services) and any valuation of having access to Wi-Fi networks, including any competitive implication;***
  - d. how the Proposed Transaction and the Agreements would affect the Company's use or future use of its (or its affiliate's) or other companies' Wi-Fi networks, or affect any other wireless service provider's access to Wi-Fi networks; or***

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- e. any potential or actual agreements, partnerships, or arrangements that the Company has with other companies to supply Wi-Fi services.*

*To the extent the Company has entered into any agreements, partnerships, or arrangements subject to subsection (e), provide a copy of such agreements, partnerships, or arrangements.*

Verizon Wireless has provided documents responsive to the subsections of this request in the Document Production tagged with, respectively, “29a,” “29b,” “29c,” “29d” and “29e.”

- 30. Provide all documents discussing the impact of the Proposed Transaction and the Agreements on the availability and terms, including prices, for the Company or other backhaul providers to provide backhaul for unaffiliated mobile wireless service providers to new or existing network facilities.*

Verizon Wireless has provided documents responsive to this request in the Document Production tagged with “30.”

- 31. Provide all plans, reports, and analyses discussing the Company's actual or potential use or provision of backhaul services or factors relevant to the Company's use or provision of such services, and competitive issues relating to backhaul services, including:*
- a. Verizon Wireless's or other wireless service providers' demand for backhaul services, including projected demand;*
  - b. Verizon's provision of backhaul services (and the markets in which it provides backhaul services), including its provision to Verizon Wireless and other wireless service providers;*
  - c. other providers' supply of backhaul services;*
  - d. Verizon Wireless's possible expansion or reduction of its backhaul network or backhaul service offerings, including the rates, terms, and conditions on which it would provision such services;*
  - e. Verizon Wireless's practices when it seeks additional backhaul services, including whether it has discussed or entered into any "preferred provider" or similar arrangement with any other backhaul provider; or*
  - f. whether and how Verizon Wireless's projected need or use of backhaul services may change as a result of the Proposed Transaction or the Agreements.*

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Verizon Wireless has provided documents responsive to the subsections of this request in the Document Production tagged with, respectively, “31a,” “31b,” “31c,” “31d,” and “31e.” It has not identified documents responsive to Request “31f.”

***32. Provide all plans, analyses, and reports discussing MVNOs or similar resale arrangements or potential arrangements between a wireless service provider and any wireline broadband, video, or satellite service provider, including any MVNO or similar arrangement, or potential arrangement, with wireline, satellite service, or video providers considered by the Company or entered prior to entering into the Agreements. The response should include, but not be limited to:***

- a. any MVNO or similar arrangement that the Company has entered or sought to enter (including the terms, conditions, services, and term period of the arrangement);***
- b. the benefits of an MYNO (or similar) arrangement, or any valuation of such an arrangement; or***
- c. how such an arrangement could affect the ability of any wireless service provider to compete in the provision of competitive mobile wireless services now and in the future.***

***To the extent the Company has entered into such an arrangement, provide a copy of any executed agreement.***

Verizon Wireless has provided documents responsive to the subsections of this request in the Document Production tagged with, respectively, “32a,” “32b,” and “32c.”

***33. Provide all plans, analyses, and reports discussing the Company's negotiations and final decision to enter into the Agreements as a means of enabling the Company's subscribers to have access to a combination of both Wireless and Wired Services, including:***

- a. the benefits of these arrangements in the Agreements, including how such arrangements compare with alternative arrangements such as MVNO or resale arrangements, as well as any valuation of these arrangements;***
- b. how these arrangements in the Agreements promote the ability of the Company to compete in the provision of Relevant Wireless Services now and in the future;***

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- c. initial term of these arrangements and the renewal period; or d. the exclusivity provisions relating to entering into an MVNO or resale arrangement.*

Verizon Wireless has provided documents responsive to the subsections of this request in the Document Production tagged with, respectively, “33a,” “33b,” and “33c.”

***34. Provide all plans, reports, and analyses discussing the Company's negotiations and final decision to enter into the Reseller Agreement enabling the possible entering of an MVNO arrangement in the future, including those discussing:***

- a. the benefits or valuation of the Agreement;*
- b. the rate structure provisions;*
- c. the exclusivity provisions relating to entering into an MVNO arrangement, the initial term of the arrangement, and the renewal period; or*
- d. any competitive analyses of such an arrangement, including the importance of such an arrangement to enable the company to compete in the provision of Relevant Wireless Services now and in the future.*

Verizon Wireless has provided documents responsive to the subsections of this request in the Document Production tagged with, respectively, “34a,” “34b,” “34c,” and “34d.”

***35. Describe in detail and provide all documents discussing whether and if so how the Company:***

- a. conditioned or otherwise connected its decision to enter into the License Purchase Agreements on the execution or consummation of any of the Agreements or any other commercial agreement or arrangement; or*
- b. conditioned or otherwise connected its decision to enter into any of the Agreements on the execution or consummation of the Spectrum License Purchase Agreements, any of the other Agreements, or any other commercial agreement or arrangement; or*

***The response should include, but not be limited to, the nature of and the purposes or objectives underlying any such condition or connection.***

The License Purchase Agreements and the other Agreements are separate agreements.

The consummation of the transaction contemplated by the License Purchase Agreements (i.e., sale of the spectrum to Verizon Wireless) is not contingent on the other Agreements, and

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similarly the transactions contemplated by the other Agreements (i.e, the parties acting as agents for sale of services, the operation of the technology joint venture, the MSO parties acting as resellers of Verizon Wireless services, if they so elect) are not contingent on the License Purchase Agreements. Thus, for example, even if the spectrum purchases were consummated, but any or all of the other Agreements were to terminate, Verizon Wireless would still own the spectrum. Similarly, even if the spectrum purchases were to fail, the other Agreements would remain in force and go forward in accordance with their terms.

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***36. Provide all documents discussing whether the Agreements have an impact on the state of competition on any Mobile Wireless Service or Mobile Wireless Product.***

Verizon Wireless has provided documents responsive to this request in the Document Production tagged with “36.”

***37. To the extent not already provided, provide all documents cited in the Public Interest Statement or Joint Opposition and the attached declarations, and any data, documents or analyses provided to, reviewed by, or relied upon in preparing those declarations, grouped by declaration, Public Interest Statement, or Joint Opposition.***

Verizon Wireless has provided documents responsive to this request in the Document Production tagged with “37.” Verizon Wireless notes that the only documents tagged in the Document Production were general background materials used by Bill Stone both for his original and supplemental declarations. Accordingly, all documents are a single group. Dr. Michael Katz utilized the documents provided in the folder titled “Verizon Q37 to 12-4 Info Req—Katz Docs” on the disc titled “Confidential Data” and in the folder of the same name on the disc titled “Highly Confidential Data” in preparation of his declaration.<sup>8</sup> David Borth did not utilize any non-publicly available materials responsive to this request in preparation of his declaration other than the unredacted Supplemental Stone Declaration. Note that the production does not include

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<sup>8</sup> Dr. Katz’s documents arrived too late to be placed into the Document Production set. In view of the small number of documents relied upon by Dr. Katz, those files have been placed in folders on the data discs instead.

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all of the publicly available sources relied upon in the Public Interest Statement, the Joint Opposition, or the declarations attached thereto. Nor does it include drafts of those filings.

Respectfully submitted,

Michael E. Glover  
*Of Counsel*

Handwritten signature of John T. Scott, III in black ink, written over a horizontal line.

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Dated: March 22, 2012

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EXHIBIT A  
Search Terms

Item	(sub)	Search Terms
9	b	(spectrum /5 exhaust spectrum /5 constrain spectrum /5 constraint spectrum /5 constrained spectrum /5 exhaust capacity /5 exhaust capacity /5 constrain capacity /5 constraint capacity /5 constrained capacity /5 exhaust) & (project projection forecast forecasts analysis predict predicts prediction)
9	c	(capacity /10 constrain!) & 2013
9	d	(spectrum /5 need spectrum /5 needs) & (spectrumco /5 deal spectrumco /5 transaction spectrumco /5 acquisition cox /5 deal cox /5 transaction cox /5 acquisition turnpike /5 deal turnpike /5 transaction turnpike /5 acquisition)
10	a	LTE & "700 MHz" & AWS & (comparison compare compared) & (TV television broadcast 51)
10	b	(LTE /5 deploy LTE /5 deployment LTE /5 suitable LTE /5 suited LTE /5 usable) & "700 MHz"
12		"spectral efficiency" & (calculate calculates calculated calculation calculations) & (compare compared compares comparison comparisons)
21		(spectrum /5 valuation spectrum /5 value spectrum /5 appraisal spectrum /5 appraise AWS /5 valuation AWS /5 value AWS /5 appraisal AWS /5 appraise) & (spectrumco /5 agreement cox /5 agreement)
30		(Turnpike SpectrumCo Cox) & backhaul
35	a	(spectrumco /5 agreement cox /5 agreement) & (condition requirement)
35	b	(spectrumco /5 agreement cox /5 agreement) & (condition requirement)
36		(impact /5 competition impact /5 competitor impact /5 competitors impact /5 compete effect /5 competition effect /5 competitor effect /5 competitors effect /5 compete) & agreement & (resale JOE "joint venture" MSA reseller agent agency)
	spc	Logical "OR"
	&	Logical "AND"
	/x	Terms occur within x words of one another

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**EXHIBIT B**

**Turnpike: Negotiation Timeline**

During the period covered by the timeline, there were numerous meetings, discussions, telephone conversations and email communications regarding the agreements involving numerous employees of the Company. The timeline does not attempt to cite all such communications and activities, but, pursuant to discussions with FCC staff, aims to capture key events or discussions between and among executive officers of the parties. In addition, many of these meetings and conversations described below were attended by numerous individuals, making it is impossible to reconstruct with precision each and every participant at these meetings and conversations. Accordingly, only the senior executives of each of the relevant parties are identified. In identifying meetings or discussions that may be subject to the attorney-client privilege or any other privilege or immunity from discovery, this submission is not intended to waive privilege with respect to such discussions or the subjects or contents thereof. **[BEGIN HIGHLY CONFIDENTIAL]**

**REMAINDER OF EXHIBIT (5 PAGES TOTAL) REDACTED**

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**EXHIBIT C  
Privilege Log**

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**ENTIRE EXHIBIT (2 PAGES) REDACTED**

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