



4. Verizon Wireless (VAW) LLC, CommNet Cellular License Holding LLC, Missouri Valley Cellular, Inc., Sanborn Cellular, Inc., and Eastern South Dakota Cellular (collectively "Verizon Wireless") all provide wireless telecommunications services in South Dakota under the "Verizon Wireless" brand name. Verizon Wireless, through its subsidiaries and affiliates, provides wireless service to more than 38 million customers in 49 states. In conjunction with its provision of wireless telecommunications services in South Dakota, Verizon Wireless sends and receives telecommunications calls to and from state regulated landline telephone companies, which are referred to as local exchange carriers ("LECs")

5. Verizon Wireless provides commercial mobile services as defined in 47 U.S.C. § 332, and commercial mobile radio services ("CMRS") as defined in 47 C.F.R. § 20.3. Verizon Wireless provides its services under the regulatory jurisdiction of the Federal Communications Commission ("FCC").

6. Verizon Wireless (VAW) LLC, CommNet Cellular License Holding LLC, Missouri Valley Cellular, Inc., Sanborn Cellular, Inc., and Eastern South Dakota Cellular hold FCC licenses that cover the majority of the state of South Dakota.

7. Verizon Wireless provides service in accordance with these licenses by using network facilities that include cell towers, leased transmission facilities, and switches. A call made by a Verizon Wireless customer is picked up by a cell tower, delivered on leased transmission facilities to a switch, and then routed to the carrier serving the person being called.

8. Verizon Wireless is interconnected to the public switched network in South Dakota through physical connections it has with Qwest Communications. These connections allow Verizon Wireless to provide an "interconnected service" to its customers as part of its provision of CMRS.

9. These physical connections with Qwest allow Verizon Wireless to deliver calls destined to Qwest customers. This is referred to as direct interconnection.

10. These physical connections with Qwest also allow Verizon Wireless to deliver calls destined to customers of other carriers who are also connected to Qwest. This is referred to as indirect interconnection. In the case of indirect interconnection, Qwest performs what is referred to as a "transit" function, and acts as an intermediary between the originating and terminating carrier. Qwest is paid a per-minute transit fee by the originating carrier.

11. Calls that are originated by Verizon Wireless and transited by Qwest are delivered to Qwest switches that are referred to as tandem switches. Verizon Wireless commingles all calls that are switched at its MSC in Sioux Falls and destined to carriers connected to the specific Qwest tandem.

12. For example, Verizon Wireless is connected at the Qwest tandem in Rapid City, South Dakota. Verizon Wireless delivers calls that are switched at its Sioux Falls switch and are destined for delivery to other carriers connected at Qwest's Rapid City tandem. These carriers include Fort Randall Telephone Company and Mount Rushmore Telephone Company.

13. Verizon Wireless also maintains direct interconnection with several LECs in South Dakota other than Qwest. Where it maintains direct interconnection with a terminating LEC, Verizon Wireless may deliver its calls without using Qwest's transit service.

14. Exhibit JC-1 shows that parts of South Dakota lie in three different major trading areas ("MTAs"). MTA-12 (Minneapolis) covers roughly the eastern and central two-thirds (2/3) of South Dakota but also includes all of North Dakota and almost all of Minnesota. MTA-22 (Denver) covers roughly the western one-third of South Dakota but also includes much of Colorado, most of Wyoming, western Nebraska, and even a small part of Kansas. MTA-32 (Des

Moines) covers the southeast corner of South Dakota and also most of Iowa, the northeast corner of Nebraska, western Illinois, and small portions of Wisconsin and Missouri.

15. Because of how Verizon Wireless has engineered its network, some calls delivered through its Sioux Falls switch originate and terminate in the same MTA, and some calls originate and terminate in different MTAs. However, the amount of interMTA traffic is limited because calls originated at cell sites not connected to the Sioux Falls MSC are delivered by Verizon Wireless to an interexchange carrier, which pays the applicable access charge.


16. Verizon Wireless (like some other wireless carriers) does not today have the capability to measure and bill traffic for intercarrier compensation purposes. Its internal billing systems are designed to bill end-user customers rather than other carriers. In addition, the Company does not today have the ability to generate reports that would identify traffic as intraMTA/interMTA and intrastate/interstate.

17. In cases where Verizon Wireless will deliver both interMTA and intraMTA traffic to a terminating LEC, Verizon Wireless will negotiate an assumed "interMTA percentage," and the LEC bills that percentage of terminating traffic at access rates.

18. Verizon Wireless currently exchanges traffic in South Dakota in accordance with interconnection agreements it has in place with approximately 35 LECs. These agreements govern compensation obligations between carriers and have been voluntarily negotiated and approved by the PUC in accordance with 47 U.S.C. § 252(e).

19. None of these voluntarily-negotiated agreements in South Dakota obligates Verizon Wireless to provide the type of signaling information or reports described in Chapter 284. In addition, no FCC mandate requires Verizon Wireless to establish the kind of measurement and reporting systems contemplated in Chapter 284.

20. Given the technical limitations and costs, Verizon Wireless is not today providing, and does not expect to provide, the signaling information or reports contemplated by Chapter 284.



John L. Clampitt

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF CONTRA COSTA )

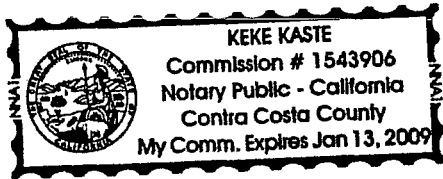
On NOVEMBER 10<sup>TH</sup>, 2005, before me, KEKE KASTE, NOTARY PUBLIC  
personally appeared John L. Clampitt,

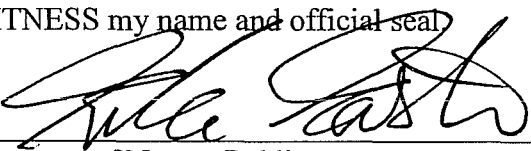
personally known to me

provided to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my name and official seal



  
Signature of Notary Public



AFFIDAVIT OF SERVICE BY MAIL

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF HENNEPIN )

Court File No. 04-3014

Sheryl M. O'Neill, being first duly sworn, deposes and states that on the 15<sup>th</sup> day of November, 2005, she served the attached AFFIDAVIT OF JOHN L. CLAMPITT upon:

Darla Pollman Rogers  
Ritter, Rogers, Wattier & Brown, LLP  
319 South Coteau Street  
P.O. Box 280  
Pierre, South Dakota 57501-0280

Rolayne Ailts Wiest  
South Dakota Public Utilities Commission  
500 East Capitol  
Pierre, South Dakota 57504-5070

(which is the last known address of said attorney) by depositing a true and correct copy thereof in the United States mail, postage prepaid.

Sheryl M O'Neill

Subscribed and sworn to before me this 15<sup>th</sup> day of November, 2005.

Sandra J. Cambronne  
Notary Public

