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VIA ELECTRONIC FILING

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

Re: *Open Internet Remand Proceeding*, GN Docket No. 14-28

Dear Ms. Dortch:

In a speech earlier this week at the Silicon Flatirons Center, Chairman Wheeler said: “When Verizon was asked in open court if they wanted to restrict access through special commercial terms, their counsel replied, ‘I am authorized to state by my client today that but for these rules we would be exploring those commercial arrangements.’”¹

We write today to correct the record. As Verizon has said repeatedly, we support the open Internet. Our broadband customers can go where they want and do what they want online. We have made this public commitment to our customers,² and we stand by it.

Here is what Verizon’s counsel said in 2013. In answer to a question from the court at oral argument, Verizon’s counsel said: “I’m authorized to state by my client today that but for [the Commission’s 2010] rules we would be exploring those commercial arrangements.”³ The “commercial arrangements” referenced by counsel had nothing to do with “restrict[ing] access” to content. Verizon has been consistent in statements to the Commission, the court, and our

¹ See “Remarks of FCC Chairman Tom Wheeler” at 4, <http://www.fcc.gov/document/chairman-wheeler-silicon-flatirons-center-boulder-colorado>.

² See “Verizon’s Commitment to our Broadband Internet Access Customers,” http://www.verizon.com/about/sites/default/files/Verizon_Broadband_Commitment.pdf.

³ Transcript of Oral Argument at 31, *Verizon v FCC*, 740 F.3d 623 (2014) (Nos. 11-1355 & 11-1356) (“Oral Argument Transcript”).

customers that we have no interest in doing so, and, as our counsel similarly told the court during these same oral arguments, Verizon “ha[s] no interest in blocking anybody.”⁴

Rather than restricting access, the “commercial arrangements” that Verizon was, and continues to be, interested in are those that have the possibility of offering consumers additional choices and saving them money. As we explained to the court in our briefs, the Commission’s earlier rules foreclosed voluntary business arrangements, such as “innovative arrangements (such as advertiser-supported services) that would help recover the costs of building and maintaining broadband networks.”⁵ These types of “sponsored data” arrangements – where online content or service providers voluntarily pick up the tab for usage associated with their traffic, rather than the end user doing so – also hold promise for saving consumers money and enabling interested providers to differentiate themselves and better compete. These are the kinds of pro-consumer services that can arise in “a two-sided market with respect to Internet services,” as we also explained at oral argument.⁶ Such services do not “restrict access” any more than 1-800 telephone numbers restrict calls. As our counsel made clear in the very same sentence quoted by the Chairman, our concern was with regulations that “in fact would shrink the types of services that will be available on the Internet.”⁷ We still have this concern, and thus urge the Commission not to limit providers’ flexibility to innovate and offer additional choices to consumers.

Sincerely,

A handwritten signature in black ink, appearing to read "William H. Johnson". The signature is fluid and cursive, with a prominent initial "W".

William H. Johnson

⁴ *Id.* at 114.

⁵ Joint Reply Brief of Petitioners at 8, *Verizon v. FCC*, 740 F.3d 623 (2013) (Nos. 11-1355 & 11-1356).

⁶ Oral Argument Transcript at 31.

⁷ Oral Argument Transcript at 31.