IN THE UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT

In re COMPTEL, *et al.*,	)	No. 11-1262
Petitioners.	)	

OPPOSITION OF FEDERAL COMMUNICATIONS COMMISSION TO PETITION FOR WRIT OF MANDAMUS

A group of telecommunications carriers and their trade associations, along with several groups representing users of telecommunications services, have jointly filed a petition for writ of mandamus. Petitioners ask the Court to direct the Federal Communications Commission ("FCC" or "Commission") to complete a rulemaking regarding "special access" telecommunications services and to issue new rules within six months, even though the Commission is still in the process of gathering data it needs to assess whether its special access rules should be revised.

Petitioners have failed to carry their heavy burden to justify the extraordinary remedy of mandamus. Contrary to their claim, the FCC has not unreasonably delayed completion of its special access rulemaking. That proceeding involves intensely fact-bound issues. Notwithstanding petitioners' undeveloped assertions to this Court, those issues cannot adequately be addressed until the Commission itself compiles an evidentiary record that is sufficient to evaluate current conditions in the special access market. The agency has diligently sought to collect the data it needs.

In particular, in the past two years, the Commission has: (1) issued a November 2009 request for comment on the appropriate analytical framework for assessing the effectiveness of the current special access rules; (2) conducted a workshop in July 2010 regarding the analytical framework and the sort of data required to evaluate the special access market; (3) issued an October 2010 public notice requesting the submission of special access data; and (4) released another public notice in September 2011 requesting additional data concerning the rates, terms, and conditions for special access services. While the agency has made progress toward building a sufficient evidentiary record, its efforts have been impeded by the failure of some parties to produce information clearly documenting their claims that special access rates are unreasonable.

Particularly where (as here) there is no statutory deadline for agency action, the Commission has broad discretion to order its proceedings and to allocate its scarce resources by prioritizing other pressing policy objectives that, in the agency's considered judgment, merit more immediate attention. The FCC has reasonably exercised that discretion by, for example, devoting substantial resources to reforming its universal service and intercarrier compensation programs, even as it continues to examine its special access rules.

In any event, even if petitioners could demonstrate unreasonable delay in this case – and they cannot – they are not entitled to the extraordinary remedy of mandamus for a separate and independent reason. Petitioners have other adequate alternative remedies under the Communications Act, including review of newly filed special access tariffs under 47 U.S.C. § 204, recovery of damages in federal district court under 47 U.S.C. §§ 206 and 207, and the administrative complaint process established by 47 U.S.C. § 208.

The petition for mandamus should be denied.

BACKGROUND

A. Special Access Services

To complete the transmission of an interstate telephone call, a telecommunications carrier "must have 'access' to the local networks at both the originating and receiving end of the call." *WorldCom, Inc. v. FCC,* 238 F.3d 449, 453 (D.C. Cir. 2001). Part 69 of the FCC's rules establishes two basic categories of access services: switched access and special access. 47 C.F.R. Part 69. Unlike switched access, which uses local exchange switches to route originating and terminating interstate telecommunications, special access employs dedicated facilities that run between the end user and the carrier's network or between two discrete end user locations. *Access Charge Reform,* 14 FCC Rcd 14221, 14226 ¶ 8 (1999) ("*Pricing Flexibility Order*"), *petitions for review denied, WorldCom,* 238 F.3d 449. "Most users of special access services are companies with high call volumes." *WorldCom,* 238 F.3d at 453. Among other things, "[s]pecial access circuits connect wireless towers to the core network" and sometimes provide "the critical broadband link . . . between a small town and the nearest Internet point of presence." FCC, *Connecting America: The National Broadband Plan* 143 (2010), available at http://download.broadband.gov/plan/national-broadband-plan.pdf.

For many years, incumbent local exchange carriers ("ILECs") were the sole providers of access services. In the 1980s, however, competitive access providers ("CAPs") began to challenge the ILEC monopolies by offering limited end-to-end special access services over their own transport facilities. *See Expanded Interconnection with Local Telephone Company Facilities*, 7 FCC Rcd 7369, 7373 ¶ 4 (1992), *on recon.,* 8 FCC Rcd 127 (1993), *rev'd in part and remanded in part, Bell Atlantic Tel. Cos. v. FCC,* 24 F.3d 1441 (D.C. Cir. 1994). Under a 1996 amendment to the Communications Act, CAPS are entitled to install (or "collocate") their equipment at ILEC facilities. 47 U.S.C. § 251(c)(6).

B. Federal Price Cap Regulation Of Access Services

Historically, ILECs and other telecommunications carriers have been subject to rate-of-return regulation, which "is based directly on cost." *National Rural Telecom Ass'n v. FCC,* 988 F.2d 174, 177 (D.C. Cir. 1993); *see also WorldCom*, 238 F.3d at 453. In October 1990, the FCC adopted a new framework for regulating the largest ILECs' rates – an incentive-based system that imposes "caps" on the aggregate prices that those carriers charge for certain services in a given area. *WorldCom,* 238 F.3d at 453 (citing 47 C.F.R. §§ 61.41-61.49). "Price cap regulation is intended to provide better incentives to the carriers than rate of return regulation, because the carriers have an opportunity to earn greater profits if they succeed in reducing costs and becoming more efficient." *Bell Atlantic Tel. Cos. v. FCC,* 79 F.3d 1195, 1198 (D.C. Cir. 1996).

For purposes of setting price caps, the Commission grouped different access services into "baskets." *See WorldCom*, 238 F.3d at 453. "For each basket, the Commission established a maximum price, called the price cap index." *Bell Atlantic*, 79 F.3d at 1198. Under the price cap system, "companies are relatively free to set their own prices so long as they remain below the cap." *WorldCom*, 238 F.3d at 454.

Carriers that are classified as "dominant" carriers are subject to price cap regulation. These price cap LECs must comply with tariff requirements, publishing rate changes before they go into effect. *WorldCom,* 238 F.3d at 454 (citing 47 U.S.C. §§ 203(a), 204(a)).

C. The *Pricing Flexibility Order*

In August 1999, the Commission adopted rules under which "price cap LECs would receive pricing flexibility in the provision of interstate access services as competition for those services develops." *Pricing Flexibility Order*, 14 FCC Rcd at 14225 ¶ 2. Those rules "granted immediate pricing flexibility [to price cap

LECs] for some services." *WorldCom*, 238 F.3d at 454. They also provided for future pricing flexibility to be implemented in two phases. "In Phase I, LECs may offer contract tariffs and volume and term discounts, while remaining subject to some price cap rules and tariff requirements." *Id.* at 455. "In Phase II, LECs are given greater freedom to raise and lower rates outside of price cap regulation." *Id.* at 456.

To obtain pricing flexibility under Phase I or Phase II, a price cap LEC must file a petition demonstrating that certain competitive "triggers" have been met within a particular Metropolitan Statistical Area ("MSA"). The triggers are based on the extent to which competitive carriers have collocated their facilities on ILEC premises within the MSA. "The triggers measure market competition based upon investments in infrastructure by potential competitors. . . . [T]he more relief sought, the higher the trigger is set – that is, a greater level of investment by competitors is required." *WorldCom,* 238 F.3d at 455.

"In order to obtain Phase I relief" for special access services, an ILEC "must show collocation in fifteen percent of wire centers within the MSA in which relief is sought, or in wire centers accounting for at least thirty percent of revenues for services in question." *WorldCom,* 238 F.3d at 455-56. To qualify for Phase II relief, an ILEC must demonstrate more extensive deployment of competitive facilities: "collocation in fifty percent of wire centers within the MSA in which relief is sought or in wire centers accounting for at least sixty-five percent of revenues for services in question." *Id.* at 456. In addition, before an ILEC can obtain pricing flexibility under either Phase I or Phase II, "at least one competitor must rely on transport facilities provided by a non-incumbent LEC in each wire center relied on in the applicant LEC's petition." *Id.*

The FCC acknowledged that its pricing flexibility rules could potentially allow for "Phase II relief before the manifestation of actual competitive alternatives for interstate access service customers." *WorldCom,* 238 F.3d at 456. Nonetheless, the Commission concluded that "the costs of delaying regulatory relief outweigh the potential costs of granting it before [competitive carriers] have a competitive alternative for each and every end user." *Id.* (quoting *Pricing Flexibility Order*, 14 FCC Rcd at 14297 ¶ 144). The Commission recognized that its selection of pricing flexibility triggers was "not an exact science," but rather a policy determination "based on our agency expertise, our interpretation of the record before us in this proceeding, and our desire to provide a bright-line rule to guide the industry." *Pricing Flexibility Order*, 14 FCC Rcd at 14276 ¶ 96.

On review, this Court rejected various challenges to the FCC's pricing flexibility rules. *WorldCom*, 238 F.3d at 457-64. It held that the Commission acted reasonably in using collocation as a proxy for competition. *Id.* at 458-60.

The Court also held that the agency based its collocation triggers on reasonable predictive judgments that were entitled to deference. *Id.* at 461-62.

D. The CALLS Plan

In May 2000, the Commission adopted "an integrated interstate access reform and universal service proposal" made by the Coalition for Affordable Local and Long Distance Service ("CALLS"), a group of local and long-distance telecommunications carriers. *Access Charge Reform*, 15 FCC Rcd 12962, 12964 ¶ 1 (2000) ("*CALLS Order*"), *aff'd in part and remanded in part, Texas Office of Public Utility Counsel v. FCC*, 265 F.3d 313 (5th Cir. 2001). The CALLS plan was a five-year transitional mechanism "designed to further accelerate the development of competition in the local and long-distance telecommunications markets." *Id.* at 12965 ¶ 4. Among other things, the CALLS plan created "a separate special access basket" for purposes of price cap regulation. *Id.* at 13033 ¶ 172.

The *CALLS Order* gave price cap LECs a choice. They could either "subscribe to the CALLS [plan] for its full five-year term" or "submit a cost study based on forward-looking economic costs." *CALLS Order*, 15 FCC Rcd at 12984 ¶ 59. "All price cap carriers opted for the CALLS plan." *Special Access Rates for Price Cap Local Exchange Carriers*, 20 FCC Rcd 1994, 2000 ¶ 14 (2005) ("*Special Access NPRM*").

Although the CALLS plan "was intended to run until June 30, 2005," it remains in place and will continue in effect "until the Commission adopts a subsequent plan" to replace CALLS. *Special Access NPRM*, 20 FCC Rcd at 1995 ¶ 2.

E. AT&T's Petition For Rulemaking

In October 2002, AT&T filed a petition for rulemaking "essentially requesting that the Commission revoke the pricing flexibility rules and revisit the CALLS plan as it pertains to the rates that price cap LECs . . . charge for special access services." *Special Access NPRM*, 20 FCC Rcd at 2002 ¶ 19.[1] AT&T contended that "the predictive judgment at the core of the *Pricing Flexibility Order* has not been confirmed by marketplace developments," and that ILECs were charging unreasonably high rates for special access services. *Id.* at 2003 ¶ 19. In addition to seeking rule changes, AT&T requested interim relief while the rulemaking was pending. It asked the Commission to impose a moratorium on pricing flexibility and to reduce all special access charges to levels that would produce an 11.25 percent rate of return. *Id.*

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[1] At that time, AT&T was a purchaser of special access services and a competitor to the ILECs. In 2005, AT&T merged with SBC, an ILEC. As currently constituted, AT&T is both an ILEC and an interexchange carrier, and thus is both a provider and a purchaser of special access services.

The Commission's staff invited comment on AT&T's rulemaking petition.[2] Price cap LECs opposed AT&T's petition and disputed its claims. In particular, they asserted that "there is robust competition in the special access market," and that the existing special access rates were "reasonable and therefore lawful." *Special Access NPRM*, 20 FCC Rcd at 2003 ¶ 20.

In November 2003, AT&T filed with this Court a petition for writ of mandamus. It asked the Court to direct the Commission to act on AT&T's rulemaking petition and to grant the interim relief sought. *Special Access NPRM*, 20 FCC Rcd at 2003 ¶ 21. In October 2004, the Court held the matter in abeyance and directed the Commission to provide status reports on December 1, 2004 and February 1, 2005. *Id.* at 2003-04 ¶ 21.

F. The *Special Access NPRM*

On January 31, 2005, the Commission released a notice of proposed rulemaking "to seek comment on the interstate special access regime that we should put in place post-CALLS." *Special Access NPRM*, 20 FCC Rcd at 2004 ¶ 22. The Commission specifically requested comment "on whether, as part of that regime, we should maintain, modify, or repeal the Commission's pricing flexibility rules." *Id.* Insofar as AT&T's petition requested a new special access rulemaking,

[2] *Wireline Competition Bureau Seeks Comment on AT&T's Petition for Rulemaking to Reform Regulation of Incumbent Local Exchange Carrier Rates for Interstate Special Access Services*, 17 FCC Rcd 21530 (2002).

the Commission granted the petition. *Id.* at 2042 ¶ 152. The agency also incorporated into this proceeding "the record already compiled in response to" AT&T's petition. *Id.* at 1997 ¶ 5.

At the same time it commenced the special access rulemaking, the FCC denied AT&T's request for interim relief. It found that "the evidence submitted by AT&T in its petition" was not "sufficient to justify the requested relief at this time." *Special Access NPRM*, 20 FCC Rcd at 2035 ¶ 129.[3]

Shortly after the Commission notified the Court of the release of the *Special Access NPRM*, the Court dismissed AT&T's mandamus petition as moot. *In re AT&T Corp.,* 2005 WL 283198 (D.C. Cir. Feb. 4, 2005).

G. Subsequent Developments

In July 2007, the Commission invited interested parties to update the record in the special access rulemaking in light of a number of recent developments in the industry, including several "significant mergers and other industry consolidations," "the continued expansion of intermodal competition in the market for telecommunications services," and "the release by GAO [the Government Accountability Office] of a report summarizing its review of certain aspects of the

[3] In the *Special Access NPRM*, the Commission sought comment "on what interim relief, *if any*, is necessary to ensure" that "special access rates remain reasonable" while the Commission considered "what regulatory regime will follow the CALLS plan." 20 FCC Rcd at 2036 ¶ 131 (emphasis added). Specifically, the Commission sought comment on a proposal to make interim rate adjustments to account for increased productivity in the provision of special access services. *Id.*

market for special access services." *Parties Asked to Refresh Record in the Special Access Notice of Proposed Rulemaking*, 22 FCC Rcd 13352, 13352-53 (2007).

While the special access rulemaking was pending, the FCC also addressed special access issues in several other proceedings. In two orders issued in October 2007, the agency granted petitions filed by AT&T, Embarq, and Frontier under 47 U.S.C. § 160 seeking FCC forbearance from enforcement of dominant carrier and tariff filing requirements with respect to enterprise broadband special access services (*i.e.*, high-speed telecommunications services for businesses). *Petition of the Embarq Local Operating Companies for Forbearance,* 22 FCC Rcd 19478 (2007); *Petition of AT&T Inc. for Forbearance,* 22 FCC Rcd 18705 (2007). This Court affirmed those forbearance orders. *Ad Hoc Telecomm. Users Comm. v. FCC,* 572 F.3d 903 (D.C. Cir. 2009). In August 2008, the Commission granted Qwest's petition for similar relief from regulation of enterprise broadband special access. *Qwest Petition for Forbearance*, 23 FCC Rcd 12260 (2008). The Court dismissed a petition for review of that forbearance grant. *Ad Hoc Telecomm. Users Comm. v. FCC*, 2009 WL 2461594 (D.C. Cir. Aug. 7, 2009) (granting motion for voluntary dismissal).

During the summer of 2009, in the wake of the 2008 Presidential election, the Senate confirmed a new Chairman of the 5-member Commission and two new Commissioners.

In November 2009, the Commission sought comment on the appropriate analytical framework for examining the issues that the *Special Access NPRM* raised. *Parties Asked to Comment on Analytical Framework Necessary to Resolve Issues in the Special Access NPRM*, 24 FCC Rcd 13638 (2009) ("*Analytical Framework Public Notice*").

In July 2010, the FCC's Wireline Competition Bureau held a staff workshop to gather further input from interested parties on the analytical framework the Commission should use – and the data it should collect – to evaluate whether the current special access rules are working as intended. *Wireline Competition Bureau Announces July 19, 2010 Staff Workshop to Discuss the Analytical Framework for Assessing the Effectiveness of the Existing Special Access Rules*, 25 FCC Rcd 8458 (2010) ("*Staff Workshop Public Notice*").

In October 2010, the Wireline Competition Bureau issued a public notice inviting the public to submit data to assist the Commission in evaluating the issues that the *Special Access NPRM* raised. *Data Requested in Special Access NPRM*, 25 FCC Rcd 15146 (2010) ("*First Data Request Public Notice*"). Explaining that data "would need to be reviewed" before the Commission could address the issues raised by the proceeding, *id.* at 15146, the Bureau asked that the requested data be submitted on or before January 27, 2011. *Id.* at 15147. It also noted that while it continued to develop its analytical framework, it would "ask for additional voluntary submissions of data in a second public notice." *Id.*

On September 19, 2011, the Bureau issued its second public notice requesting the submission of special access data. *Competition Data Requested in Special Access NPRM*, DA 11-1576 (released Sept. 19, 2011) ("*Second Data Request Public Notice*") (Attachment A). The Bureau asked for detailed data on special access prices, revenues, and expenditures, as well as the nature of terms and conditions for special access services. It requested that the data be submitted to the Commission by December 5, 2011.

While the Commission has made progress in its data-gathering efforts, the vast majority of the service provider members of the principal petitioner here (the trade association COMPTEL) did not provide any data in response to the agency's October 2010 request.[4]

[4] The member list on COMPTEL's website includes approximately 90 "service provider" members. *See* http://www.comptel.org/memberlist.asp?contentid=2109. According to the Commission's records, only seven of those member carriers – 360networks, Cbeyond, RCN, Sprint, TDS Metrocom, TelePacific Communications, and tw telecom – provided special access data in response to the agency's October 2010 request.

ARGUMENT

PETITIONERS HAVE NOT CARRIED THEIR BURDEN OF SHOWING THAT THEY HAVE A CLEAR AND INDISPUTABLE RIGHT TO THE EXTRAORDINARY REMEDY OF MANDAMUS

"Mandamus is a 'drastic' remedy available only in 'extraordinary situations.'" *Oglala Sioux Tribe of Pine Ridge Indian Reservation v. U.S. Army Corps of Eng'rs*, 570 F.3d 327, 333 (D.C. Cir. 2009) (quoting *Kerr v. U.S. Dist. Court for N. Dist. of Cal.*, 426 U.S. 394, 401 (1976)). "Mandamus is available only if: (1) the plaintiff has a clear right to relief; (2) the defendant has a clear duty to act; and (3) there is no other adequate remedy available to plaintiff." *Fornaro v. James,* 416 F.3d 63, 69 (D.C. Cir. 2005) (quoting *Power v. Barnhart*, 292 F.3d 781, 784 (D.C. Cir. 2002)). "The party seeking mandamus has the burden of showing that its right to issuance of the writ is clear and indisputable." *Power*, 292 F.3d at 784 (internal quotation marks omitted); *see also Gulfstream Aerospace Corp. v. Mayacamas Corp.,* 485 U.S. 271, 289 (1988). Because petitioners have failed to carry that heavy burden here, the petition should be denied.

I. The FCC Has Reasonably And Responsibly Sought To Compile A Sufficient Evidentiary Record For Purposes Of Resolving The Complex Question Whether Its Current Special Access Rules Ensure Just And Reasonable Rates.

Petitioners contend that the Court should issue a writ of mandamus because the FCC has unreasonably delayed action in its pending special access proceeding. Given the highly fact-bound nature of the issues raised by that proceeding –

including the pricing issues that must be resolved based on a full evidentiary record – there has been no unreasonable delay, much less an "egregious" delay. *In re Monroe Commc'ns Corp.*, 840 F.2d 942, 945 (D.C. Cir. 1988) (the "extraordinary remedy" of mandamus is "warranted only when agency delay is egregious").

In assessing whether an "agency's delay is so egregious as to warrant mandamus," the Court has declared that "the time agencies take to make decisions must be governed by a 'rule of reason.'" *Telecomm. Research & Action Ctr. v. FCC*, 750 F.2d 70, 79-80 (D.C. Cir. 1984) ("*TRAC*"). This "rule of reason" cannot be applied "in the abstract, by reference to some number of months or years beyond which agency inaction is presumed to be unlawful." *Mashpee Wampanoag Tribal Council v. Norton*, 336 F.3d 1094, 1102 (D.C. Cir. 2003). "Resolution of a claim of unreasonable delay is ordinarily a complicated and nuanced task requiring consideration of the particular facts and circumstances before the court." *Id.* at 1100. Thus, before determining whether an agency's delay is unreasonable, the Court must consider (among other things) "the complexity of the task at hand" and "the resources available to the agency." *Id.* at 1102. These factors weigh decisively against a finding of unreasonable delay in this case.

As a threshold matter, petitioners are wrong when they claim that "[t]here has been no resolution" of AT&T's 2002 petition for rulemaking. Petition at 21; *see also id.* (alleging a "near-decade of inaction"). To the contrary, the FCC acted on that petition when it initiated the special access rulemaking proceeding and denied AT&T's request for interim relief in 2005. *See* Background, Section F, *supra*. In the *Special Access NPRM*, the Commission explicitly stated that AT&T's petition for rulemaking was "GRANTED to the extent specified herein and otherwise [was] DENIED." *Special Access NPRM*, 20 FCC Rcd at 2042 ¶ 152. This Court recognized that the agency had taken action when it dismissed AT&T's mandamus petition as moot in 2005. *See id.*[5]

In any event, petitioners cannot show that the FCC unreasonably delayed action in this case. Their claim of unreasonable delay rests on a fundamentally flawed premise. Petitioners assert that the FCC "has known for nearly a decade that its predictions in the *Pricing Flexibility Order* were wrong." Petition at 14. To the contrary, the FCC has yet to draw any firm conclusions about the accuracy of its predictions regarding special access. Instead, it is in the process of collecting and analyzing data to ascertain how the pricing flexibility rules have affected the special access market.

[5] Similarly, there is no basis for petitioners' suggestion that the FCC's representations to this Court in the AT&T mandamus litigation were misleading. *See* Petition at 11, 21. The agency never represented to the Court that a special access rulemaking would be completed within a specified timeframe. Rather, the Commission informed the Court in July 2004 that it expected to act on AT&T's rulemaking petition "in the near future" (*In re AT&T Corp.*, D.C. Cir. No. 03-1397, FCC Br. at 3), and it did so by issuing its *Special Access NPRM* in January 2005.

Petitioners maintain that a 2006 report by the Government Accountability Office "confirmed" that the predictions on which the FCC based its pricing flexibility rules were wrong. Petition at 14. But the GAO did not reach any such definitive conclusion.[6] Instead, the GAO Report confirms the FCC's need for additional data as it considers reform of its special access rules. "[I]n order to better meet its regulatory responsibilities," the GAO explained, the FCC "needs a more accurate measure of effective competition and needs to collect more meaningful data." GAO Report at 15. The Commission is now taking the very action that the GAO recommended.

Petitioners maintain that consumers are paying unreasonably high prices for special access under the pricing flexibility rules. Petition at 15-16. But the ILECs hotly contest petitioners' basic premise that special access rates have increased. Indeed, they contend that special access rates have steadily *declined* since the introduction of pricing flexibility.[7]

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[6] The GAO merely noted that its analysis of the limited data available at the time "*suggests* that [the] FCC's predictive judgment – that MSAs with pricing flexibility have sufficient competition – *may* not have been borne out." GAO, *Telecommunications: FCC Needs to Improve Its Ability to Monitor and Determine the Extent of Competition in Dedicated Access Services*, GAO-07-80, at 42 (Nov. 2006) (emphasis added) ("GAO Report"), available at www.gao.gov/new.items/d0780.pdf.

[7] *See, e.g.,* Reply Comments of AT&T Inc., WC Docket No. 05-25, Feb. 24, 2010, at 4 ("Over the decade that [the pricing flexibility] rules have been in place, the prices that special access customers actually pay have decreased dramatically,

Even one of the reports on which petitioners rely (Petition at 14) notes that the available special access pricing data "do not support any clear conclusions about price trends. Some data suggest rising prices, while other data suggest declining prices. Data quality could well be the reason for these ambiguities." Peter Bluhm & Robert Loube, National Regulatory Research Institute, *Competitive Issues in Special Access Markets* 67 (Jan. 21, 2009).

Lacking sufficient data to resolve this fundamental dispute, the Commission appropriately recognized that it should make no decisions about revising its special access rules before it has compiled and analyzed an adequate evidentiary record. In the last two years, since Chairman Genachowski's arrival at the agency, the Commission has taken a number of steps to build that record.

In November 2009, the agency sought comment on the appropriate analytical framework for examining the issues raised by the special access rulemaking. *Analytical Framework Public Notice*, 24 FCC Rcd at 13638-44. In

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output has risen sharply, both incumbents and their competitors have invested billions in new facilities," and "innovation has increased"); Reply Comments of Verizon and Verizon Wireless, WC Docket No. 05-25, Feb. 24, 2010, at 6 ("the prices customers pay for special access services have followed an overall downward trend"); Declaration of Michael D. Topper on behalf of Verizon and Verizon Wireless, WC Docket No. 05-25, Jan. 19, 2010, at 37 ("Evidence presented in this proceeding indicates that special access prices have been steadily declining since pricing flexibility was introduced," and that the quantity of special access services "has increased significantly over time."); Declaration of Dennis W. Carlton and Hal S. Sider on behalf of AT&T Inc., WC Docket No. 05-25, Jan. 19, 2010, at 30 (citing evidence that "average special access prices have fallen substantially in areas where full Phase II pricing flexibility has been granted").

July 2010, Commission staff held a workshop to obtain further input from interested parties regarding the analytical framework and the sort of data that the Commission would need to evaluate whether the current special access rules are working as intended. *Staff Workshop Public Notice*, 25 FCC Rcd at 8458-59.[8] In October 2010, the FCC's Wireline Competition Bureau invited the submission of data to help the agency evaluate the current special access regime. *First Data Request Public Notice*, 25 FCC Rcd at 15146-64. And just last month, the Bureau requested that before the end of 2011, interested parties submit detailed data concerning the rates, terms, and conditions for special access services. *Second Data Request Public Notice*, DA 11-1576 (Attachment A).

As Chairman Genachowski explained in testimony to Congress, he found "the paucity of data that the FCC had" when he arrived at the Commission "very troubling," and he saw "no point to doing something in this area that's not based on a record, that's not based on facts and data, and that wouldn't be upheld in court." Transcript of Hearing of the Communications & Technology Subcommittee of the House Energy & Commerce Committee, May 13, 2011, at 40 (Mandamus Petition, Tab 13); *see also* Letter from FCC Chairman Julius

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[8] A transcript of the staff workshop can be found on the FCC's website at http://reboot.fcc.gov/c/document_library/get_file?uuid=f01ad781-6dd7-4ace-a7fc-bc296dc88315&groupId=19001. As the transcript makes clear, the issues raised by this proceeding are complicated, and economists disagree about the appropriate framework for analyzing the special access market.

Genachowski to Congressman Mike Doyle, August 19, 2011 (Attachment B) (noting that while "the data we have collected so far will help us to understand how best to move forward," the special access proceeding presents "a number of difficult issues" for which "there are no quick fixes").

Even one of the parties that advocates special access reform has acknowledged that the FCC will need to obtain and analyze more data before it can determine the appropriate course of action in this proceeding. In March 2011, Level 3 Communications told the Commission that "the competitive significance" of special access contract tariffs "is not ascertainable without further data." Letter from Erin Boone, Level 3, to Marlene H. Dortch, FCC, WC Docket No. 05-25, March 7, 2011, at 2 (Attachment C). And in June 2011, representatives of Level 3 discussed with FCC staff "the types of pricing data concerning tariffed and non-tariffed special access purchases by Level 3 that might be available and useful to enable the Commission to more fully evaluate competition relating to such purchases." Letter from Erin Boone, Level 3, to Marlene H. Dortch, FCC, WC Docket No. 05-25, June 23, 2011, at 1 (Attachment D).

Unfortunately, the Commission has faced obstacles in its efforts to gather the data it needs to make an informed decision on special access. For instance, in response to the FCC's October 2010 request for special access data, fewer than 10 percent of petitioner COMPTEL's service provider members (7 of approximately

90) submitted data concerning their experience in the special access market. *See* note 4, *supra*.

The Commission is actively engaged in the process of gathering and analyzing data that might (or might not) bear out petitioners' assertions about special access pricing. This orderly and responsible administrative process should not be disrupted while the Commission is making steady progress.

"Absent some unreasonable delay or significant prejudice to the parties, the Commission cannot be said to abuse its discretion merely by adopting procedures and timetables which it considers necessary to effective treatment of complex and difficult problems." *Telecomm. Resellers Ass'n v. FCC,* 141 F.3d 1193, 1196 (D.C. Cir. 1998) (quoting *GTE Serv. Corp. v. FCC*, 782 F.2d 263, 274 (D.C. Cir. 1986)). Where (as here) an agency confronts complex and difficult questions, this Court has held that it is not unreasonable for the agency to take a number of years to resolve thorny issues. *See, e.g., Her Majesty the Queen in Right of Ontario v. EPA,* 912 F.2d 1525, 1534 (D.C. Cir. 1990) (the EPA's delay of "more than nine years" in resolving an issue was not unreasonable given "the unusual complexity of the factors facing the agency"). In light of these precedents, and in view of the Commission's diligent and conscientious efforts to gather the data it needs to resolve the issues presented by the special access rulemaking, the Court should deny the mandamus petition.

In assessing the reasonableness of the agency's conduct here, it is also significant that Congress has not "provided a timetable or other indication of the speed with which it expects the agency to proceed" in addressing the issues raised by the special access proceeding. *See TRAC,* 750 F.2d at 80. In the absence of a statutory deadline for action, the FCC "has broad discretion to set its agenda and to first apply its limited resources to the regulatory tasks it deems most pressing." *Cutler v. Hayes,* 818 F.2d 879, 896 (D.C. Cir. 1987). The agency reasonably exercised that discretion here.

For example, the Commission is currently devoting substantial resources to completing a comprehensive proceeding to reform its universal service and intercarrier compensation regulations in light of the changing telecommunications marketplace. The component of the federal Universal Service Fund that supports telecommunications services in high-cost areas has grown from $2.6 billion in 2001 to $4.3 billion in 2010, but it still primarily supports voice services. *Connect America Fund*, 26 FCC Rcd 4554, 4559 ¶ 6 (2011). Similarly, the current system of intercarrier compensation "was designed for a world of voice minutes and separate long-distance and local telephone companies." *Id.* In the last decade, however, the communications landscape has changed dramatically: More than 27 percent of adults live in households with only wireless phones; broadband Internet access revenues have surged from $13.1 billion in 2003 to $36.7 billion in 2009;

and interconnected Voice over Internet Protocol subscriptions increased by 22 percent between 2008 and 2009. *Id.* at 4559-60 ¶ 8.

The Commission is working to release soon a comprehensive order that will fundamentally reform the universal service and intercarrier compensation regimes to adapt to these market developments. On October 6, 2011, Chairman Genachowski announced that he is circulating to his fellow Commissioners a proposed set of comprehensive reforms to modernize the Universal Service Fund and the intercarrier compensation system. The Chairman has scheduled this proposal for a vote by the full Commission later this month. *See* "Connecting America: A Plan to Reform and Modernize the Universal Service Fund and Intercarrier Compensation System" (speech delivered by FCC Chairman Julius Genachowski, Oct. 6, 2011) (Attachment E).

The FCC personnel who have been working on the universal service and intercarrier compensation proceedings are the same personnel assigned to the special access rulemaking. To the extent that the Commission has not moved faster in the special access proceeding due to the agency's allocation of its available resources to the more pressing subjects of universal service and intercarrier compensation reform, that reflects a reasonable balancing of the agency's policy priorities.

To give another example of competing priorities, since 2004 the Commission has issued more than 20 orders addressing petitions for forbearance under 47 U.S.C. § 160, a number of which have involved special access issues. Unlike the special access rulemaking, however, forbearance proceedings are subject to a statutory deadline. The FCC must rule on a forbearance petition "within one year after the Commission receives it" (or within one year and 90 days if the agency finds that an extension of the deadline is necessary). 47 U.S.C. § 160(c). If the agency fails to act by the deadline, the forbearance petition "shall be deemed granted." *Id.*; *see also Sprint Nextel Corp. v. FCC*, 508 F.3d 1129 (D.C. Cir. 2007). Given the serious consequences of agency inaction in this context, the Commission understandably gives precedence to addressing forbearance petitions. The Commission thus has dedicated substantial resources to its forbearance proceedings – including in cases where the forbearance petition was withdrawn before the agency had an opportunity to issue its dispositive order. *See* Letter from Michael J. Copps, Acting Chairman, FCC, to Congressman Henry A. Waxman, June 5, 2009 (Attachment F) (documenting that FCC staff spent thousands of work hours on proceedings in which the petitioner withdrew forbearance petitions shortly before the statutory deadline for a Commission ruling). The Commission's decision to devote resources initially to proceedings involving forbearance petitions, rather than the special access rulemaking, was entirely reasonable under the circumstances.

In any event, the Commission is making steady and reasonable progress in its efforts to review the special access market. It has already collected a significant body of evidence regarding the operation of that market, and just last month, it requested the submission of additional special access pricing data before the end of the year. Given the need for the agency to compile and analyze a comprehensive record to understand and address those issues properly, it would serve no useful purpose for the Court to impose on the agency an arbitrary deadline for completion of the special access proceeding. *See* Petition at 30 (requesting imposition of six-month deadline).

II. Even If Petitioners Could Demonstrate Unreasonable Delay In This Case, They Are Not Entitled To Mandamus Because Adequate Alternative Remedies Are Available.

Even if petitioners could establish an "egregious" delay by the FCC – and they cannot – they still would not be entitled to a writ of mandamus because they have "failed to show that there [is] 'no other adequate remedy available.'" *Baptist Mem'l Hosp. v. Sebelius*, 603 F.3d 57, 64 (D.C. Cir. 2010) (quoting *Power*, 292 F.3d at 784). To obtain the extraordinary remedy of mandamus, a litigant must demonstrate that he has "no other adequate means to attain the relief he desires." *Allied Chem. Corp. v. Daiflon, Inc.,* 449 U.S. 33, 35 (1980) (internal quotation marks omitted). Petitioners cannot make that showing here because adequate alternative remedies are available to them under the Communications Act.

Petitioners observe that the Commission "has a statutory mandate to ensure that rates, terms and conditions of special access and other telecommunications services are 'just and reasonable.'" Petition at 19 (quoting 47 U.S.C. § 201(b)). Essentially, they maintain that ILECs are violating section 201(b) by offering special access at rates, terms, and conditions that are not "just and reasonable." Petitioners conclude that the Commission therefore should revise its rules to ensure that special access rates, terms, and conditions comply with section 201(b). But petitioners have several alternative avenues – other than an immediate overhaul of the special access rules – for pursuing the relief they seek.

If they object to the rates or terms contained in a newly filed special access tariff, petitioners can ask the FCC to suspend the tariff for up to five months and to hold a hearing on the tariff's lawfulness pursuant to section 204 of the Act, 47 U.S.C. § 204.[9] The statute requires the Commission to issue an order concluding such a hearing "within 5 months after the date" that the contested rate or term "becomes effective," 47 U.S.C. § 204(a)(2)(A), and provides for refunds, with

[9] Petitioners note that Verizon recently revised its special access tariff, increasing its rates. Petition at 15. Petitioners had the opportunity under section 204 to request suspension of that tariff revision and a hearing on its lawfulness. They did not.

interest, in the event the FCC determines that the rate is unlawful, 47 U.S.C. § 204(a)(1).

Alternatively, if petitioners believe that ILECs are providing special access on terms and conditions that are not just and reasonable, they can bring an action in federal district court seeking damages under sections 206 and 207 of the Act, 47 U.S.C. §§ 206-207. Or, as this Court has noted, they can file an administrative complaint with the Commission under section 208, 47 U.S.C. § 208. *See Ad Hoc,* 572 F.3d at 910 (if "ILECs try to abuse their control over special access lines," competitive carriers "can file § 208 complaints with the FCC"). Congress directed the Commission to address any section 208 complaint concerning tariffed special access rates and terms "within 5 months after the date on which the complaint was filed." 47 U.S.C. § 208(b)(1).

Given the availability of these alternative remedies, petitioners cannot legitimately claim that mandamus is the only available means of obtaining the relief they desire. The Court has repeatedly denied mandamus petitions in cases where an adequate alternative remedy was available to petitioners.[10] It should do likewise here.

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[10] *See, e.g, Baptist Mem'l Hosp.*, 603 F.3d at 64; *Ass'n of Flight Attendants-CWA v. Chao*, 493 F.3d 155, 159-60 (D.C. Cir. 2007); *Power*, 292 F.3d at 786-88; *Northern States Power Co. v. U.S. Dep't of Energy,* 128 F.3d 754, 759 (D.C. Cir. 1997); *Council of and for the Blind of Delaware County Valley, Inc. v. Regan,* 709 F.2d 1521, 1533 (D.C. Cir. 1983) (en banc).

CONCLUSION

For the foregoing reasons, the Court should deny the petition for writ of mandamus.

Respectfully submitted,

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October 6, 2011

ATTACHMENT A

Competition Data Requested In Special Access NPRM,
DA 11-1576 (released Sept. 19, 2011)

PUBLIC NOTICE

Federal Communications Commission
445 12th St., S.W.
Washington, D.C. 20554

News Media Information 202 / 418-0
Internet: http://www.fcc.
TTY: 1-888-835-5

DA 11-1576
Released: September 19, 2011

COMPETITION DATA REQUESTED IN *SPECIAL ACCESS* NPRM

WC Docket No. 05-25, RM-10593

In this Public Notice, we invite voluntary submissions of data to assist the Commission in evaluating the various issues that have been raised in the *Special Access NPRM*.[1] In that NPRM, the Commission explained that an examination of the current state of competition for special access services is critical to determine whether the Commission's pricing flexibility rules are working as intended.[2] In addition, the Commission sought comment on appropriate measures to ensure that price cap rates for special access services remain just and reasonable after expiration of the CALLS plan.[3] Subsequently, the Commission sought updated information on these issues, and the parties continue to provide their views to Commission staff.[4]

On November 5, 2009, the Commission released a Public Notice inviting comment on the appropriate analytical framework for determining whether the current rules are working.[5] The National Broadband Plan recommended that this framework ensure that rates, terms and conditions for special access are just and reasonable, given the significant role special access circuits play in the availability and pricing of fixed and mobile broadband services.[6] Determining what data are available is a key factor in developing an appropriate framework. Moreover, there are certain data that would need to be reviewed regardless of which analytical framework is ultimately adopted. Accordingly, on October 28, 2010, the

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[1] *See generally Special Access Rates for Price Cap Local Exchange Carriers*, WC Docket No. 05-25, *AT&T Corp. Petition for Rulemaking to Reform Regulation of Incumbent Local Exchange Carrier Rates for Interstate Special Access Services,* RM-10593, Order and Notice of Proposed Rulemaking, 20 FCC Rcd 1994 (2005) (*Special Access NPRM*); 47 C.F.R. §§ 1.415, 1.419 (submitting comments and replies in rulemaking proceedings).

[2] *Special Access NPRM*, 20 FCC Rcd at 2018-19, paras. 71-73. The Commission invited comment on whether the available data and actual marketplace developments support the predictive judgments that underlie the special access pricing flexibility rules. *Id.* at 1996, 2018-19, paras. 5, 71.

[3] *Id.* at 1995, 2004, paras. 2, 22.

[4] *Parties Asked to Refresh Record in the Special Access Notice of Proposed Rulemaking,* WC Docket No. 05-25, Public Notice, 22 FCC Rcd 13352 (2007).

[5] *Parties Asked to Comment on Analytical Framework Necessary to Resolve Issues in the Special Access NPRM,* WC Docket No. 05-25, Public Notice, 24 FCC Rcd 13639 (2009).

[6] Omnibus Broadband Initiative, Federal Communications Commission, Connecting America: The National Broadband Plan, at 48 (2010), *available at* http://download.broadband.gov/plan/national-broadband-plan.pdf (National Broadband Plan).

Commission issued the *Special Access Facilities Data Public Notice*, which sought detailed data on special access facilities.[7] In this Public Notice, the Commission asks for voluntary submissions of pricing and related competition data.[8] **Given that many of the questions in this Public Notice seek data that is updated periodically to account for retroactive adjustments, we request that parties submit calendar-year 2010 data for most questions to provide us with the most current, thorough, and accurate snapshot of pricing and competition issues in this proceeding.**

If any party submits data that contain confidential and proprietary information, it shall submit such data in accordance with the *Modified First Protective Order*, the *Second Protective Order*, and supplements to the *Second Protective Order* issued in this proceeding.[9]

The data collected under this Public Notice will not be made immediately available to the public, in order to provide staff with sufficient time to perform an initial review for completeness and responsiveness. Data from this and the *Special Access Facilities Data Public Notice*[10] will be available for inspection pursuant to applicable protective orders following this initial staff review. The Commission will notify the public of when inspection of confidential and highly confidential data from both Public Notices, pursuant to applicable protective orders, may begin.

The Commission requests that the public voluntarily submit the requested data in response to this Public Notice on or before December 5, 2011. Responses to this data request may be filed on a rolling basis.[11]

I. Definitions for this data request:

Changing Service Provider(s) or *Change Service Providers* means switching from your company's current provider of *DS1* and/or *DS3* services ("current provider") to another provider, whether the new provider is a facilities-based provider or leases facilities from your current provider.

Collocator refers to the term as used pursuant to 47 C.F.R. § 69.701 et seq. of the Commission's rules, for purposes of applying for a grant of *Phase I* or *Phase II Pricing Flexibility* from the Commission. Thus, for purposes of this Public Notice, the definition of *Collocator* excludes competitive providers that collocate in carrier hotels.

Contract-Based Tariff, for purposes of all questions except III.C.1 of this Public Notice, means an interstate *Tariff* based on a service contract entered into between a customer and a price cap local

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[7] *Data Requested in Special Access NPRM,* Public Notice, 25 FCC Rcd 15146 (2010) (*Special Access Facilities Data Public Notice*).

[8] In this Public Notice, we seek facts or opinions submitted in response to our general solicitation of comments from the public. No person is required to supply specific information pertaining to the commenter, other than that necessary for self-identification, as a condition of our full consideration of the comment. Thus, this Public Notice does not seek "information" as that term is used in the Paperwork Reduction Act of 1995. *See* 5 C.F.R. §1320.3(h)(4); *see also* Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 109 Stat. 163.

[9] *See In the Matter of Special Access Rates for Price Cap Local Exchange Carriers*, Modified Protective Order, 25 FCC Rcd 15168 (2010); *see also In the Matter of Special Access for Price Cap Local Exchange Carriers,* Second Protective Order, 25 FCC Rcd 17725 (2010); *Special Access for Price Cap Local Exchange Carriers*, Letter from Sharon E. Gillett, Chief, Wireline Competition Bureau, to Paul Margie, Wiltshire & Grannis LLP, 26 FCC Rcd 6571 (2011) (supplementing the Second Protective Order).

[10] *See Special Access Facilities Data Public Notice, supra* note 7.

[11] *See supra*, note 8.

exchange carrier which has obtained permission to offer contract-based tariff services pursuant to 47 C.F.R. § 69.701 et seq. of the Commission's pricing flexibility rules.

"DS1" and *"DS3"* refer to, with the exception of Questions III.D.1 and III.D.2, DS1s and DS3s that are not Unbundled Network Elements (UNE) (e.g., non-UNE DS1s, non-UNE DS3s).[12]

Listed Statistical Area (LSA) means the geographic extent of the metropolitan, micropolitan, or combined statistical area as defined in OMB Bulletin No. 10-02 issued on December 1, 2009 listed in Attachment **A** of this Public Notice.

Metropolitan Statistical Area (MSA) means those areas defined by 47 C.F.R. § 69.703(b) of the Commission's rules.

Non-MSA means an area referenced in 47 C.F.R. § 69.707(b) of the Commission's rules.

One Month Term Only Rate means, for purposes of this *Public Notice*, the non-discounted interstate *Tariff* rate for interstate *DS1* and/or *DS3* services. *One Month Term Only Rates* are those rates charged when the customer does not have a *Term Discount*, or does not subscribe to a *Tariff Discount Plan*, or continues to pay for service after a *Tariff Discount Plan* has expired at a default rate set by their provider.

Packet-Switched Dedicated Services (PSDS) means dedicated packet services that transport data to one or more designated points with prescribed requirements, such as bandwidth, latency, jitter, encryption, quality of service, reliability, availability, or other parameters that define delivery in an agreement (such as a service level agreement (SLA)). Examples of *PSDS* include, but are not limited to: packet-switched services that are often described using terms such as MPLS; Virtual Private Network (VPN); Ethernet LAN, Ethernet WAN, Metro Ethernet, etc.; private line, private IP, private LAN, private WAN, etc.; virtual line, virtual connection, virtual network, etc.; point-to-point; and ring services. For purposes of this Public Notice, *PSDS* excludes: (1) circuit-switched dedicated services such as digital signal 1 (*DS1*) and digital signal 3 (*DS3*) services; optical carrier services, such as optical carrier N (OCN), where the "N" indicates a bandwidth multiple of 51.84 Mbps; and services reliant on synchronous optical networking (SONET) and synchronous digital hierarchy (SDH); (2) cell-switched dedicated communication services, such as those based on asynchronous transfer mode (ATM); (3) frame-switched dedicated communications services, such as Frame Relay; (4) UNEs; and (5) mass market DSL and cable modem broadband access.

Phase I Pricing Flexibility area means, for purposes of all questions in this Public Notice except III.D.1 and III.D.2, any *LSA* where *Phase I Pricing Flexibility* has been granted, for channel terminations to end users as defined by 47 C.F.R. §69.703(a)(2), pursuant to 47 C.F.R. § 69.701 et seq. of the Commission's rules.

Phase II Pricing Flexibility area means, for purposes of all questions in this Public Notice except III.D.1 and III.D.2 any *LSA* where *Phase II Pricing Flexibility* has been granted, for channel terminations to end users, as defined by 47 C.F.R. §69.703(a)(2), pursuant to 47 C.F.R. § 69.701 et seq. of the Commission's rules.

Prior Purchase-Based Discounts are discounts based on one or both of the following types of commitments: (a) purchasing a certain number of circuits (or percentage thereof) based on amounts

[12] *See* 47 U.S.C. §251; *see* also 47 C.F.R. §51.5 (defining network element), §51.319 (outlining specific unbundling requirements).

purchased in a previous period; and (b) obligating a certain level of expenditures (or percentage thereof) based on expenditures made in a previous period.

Revenue means, except for the questions listed below, billed amounts for *DS1*, *DS3*, or *PSDS*, without any allowance for uncollectibles, commissions or settlements. The exceptions to this definition of revenue are: Questions III.B.2, III.B.3, III.B.5, III.B.6, III.B.8, III.B.10, III.C.2, III.C.3, III.D.1(aa), III.D. 6 and III.D.11. When used as a defined term as per section I of this Public Notice, the term "*Revenue*" will be italicized.

Tariff means an interstate tariff for *DS1* or *DS3* services, other than a *Contract-Based Tariff* defined above, as defined in 47 C.F.R. § 61.3(rr).

Tariff Benefit Plan means an interstate *Tariff* plan for *DS1* and/or *DS3* services that does not offer a discount from any *One Month Term Only Rate*, but offers non-rate benefits such as the ability to move services without penalty.

Tariff Discount Plan means interstate *Tariff* discounts, other than a *Term Discount*, for *DS1* and/or *DS3* services from any *One Month Term Only Rate*, such as discounts for volume or revenue commitments that may be based on a regional or nationwide basis.

Term Discount means *Tariff* discounts for *DS1* and/or *DS3* services from any *One Month Term Only Rate* that provide customers with a circuit-specific discount in exchange for a term (but not volume) commitment for a specific circuit.

II. Instructions

1. Unless otherwise specified, questions ask for responses as of calendar-year 2010 (January 1, 2010 through December 31, 2010).

2. *And,* as well as the term "*or*," have both conjunctive and disjunctive meanings.

3. Please submit responses to all questions in accordance with the instructions at the end of this Public Notice.

4. We are asking for data in response to questions III.B.1-3, III.C.4-5, III.D.1-4. If you provide responses to these questions, we will accept responses in all formats. However, we are providing tables, and instructions, which set forth an optional format for your response. Templates for these optional formats are available at http://www.fcc.gov/wcb/ppd/pn2template.xls**.** The link for each template is also provided in each data specification question.

5. If you choose to submit responses to data questions in electronic form, label each CD or other electronic media device submitted. On that label, provide your name and a description of the content (e.g., Acme Corporation response to Special Access NPRM Voluntary Data Request II Question XXX). Contact the Pricing Policy Division staff members listed in this Public Notice if you would like to respond to data specifications in electronic form other than a CD.

6. With each submission, we request that you provide an accompanying cover letter that: (a) identifies the type of submission (data response, narrative or both); (b) identifies each response by question number (e.g., we are submitting a response to Question III.B.2 in this submission); and (c) indicates whether the materials are a partial or full response to the question.

III. Voluntary Information Request

A. All Providers. We request that members of the public that are providers of *DS1*, *DS3* and *PSDS* services respond to the following questions:

1. *Terms and conditions.* Describe any logistical constraints on a customer's ability to make the transition from *DS1*s and *DS3*s: (a) to unregulated access services offered by your company; and (b) to unregulated access services offered by a competitor. Are there any constraints on how many circuits can be switched per day, per week, per month? Within what geographic region are those constraints applicable? Also state where your upgrade constraint policies are recorded, and how they are communicated to customers.

2. *Terms and conditions.* Explain what steps a customer must take to transition from regulated *DS1* and/or *DS3* services to unregulated *PSDS* provided by: (a) your company; and (b) a competitor, in order to avoid early termination or other penalties. In your response, provide the relevant *Tariff* or *Contract-Based Tariff* and section numbers, if applicable.

3. *Terms and conditions.* In each *LSA* in which you have submitted a response to a request for proposal (RFP) for *DS1* and/or *DS3* channel terminations to end users as defined by 47 C.F.R. §69.703(a)(2), but were not selected as the vendor, please describe the reasons your firm was not selected, if known, and whether those reasons were associated with terms and conditions for *DS1* and/or *DS3* services.

B. ILEC Providers. We request that members of the public that are incumbent local exchange carrier (ILEC) providers of *DS1*, *DS3*, or *PSDS* services respond to the following questions:

1. *ILEC Revenues.* Please provide the information requested below on a national basis.
An optional template is available at http://www.fcc.gov/wcb/ppd/pn2template.xls for your response to this question. Data elements and instructions for that template are identified in Table III.B.1 of Attachment B.

a. Total intrastate and interstate *Revenues* generated by *DS1* and *DS3* services, separately for *DS1* and *DS3* services;
b. *Revenue*s generated from *One Month Term Only Rates* generated by *DS1* and *DS3* services, separately for *DS1* and *DS3* services;
c. *Revenues* generated from rates charged under *Term Discounts*, separately for *DS1* and *DS3* services;
d. *Revenue*s generated from rates charged under *Tariff Benefit Plans* for *DS1* and *DS3* services:
   i. In total; and
   ii. If data is available, separately for *DS1*s and *DS3*s;
e. *Revenues* generated from rates charged under *Tariff Discount Plans* for *DS1* and *DS3* services:
   i. In total; and
   ii. If data is available, separately for *DS1*s and *DS3*s;
f. *Revenue*s generated from rates charged under *Contract-Based Tariffs* for *DS1* and *DS3* services:
   i. In total; and
   ii. If data is available, separately for *DS1*s and *DS3*s;
g. If the sum of the subcategories of *Revenues* reported above (in III.B.1.b – III.B.1.f)), plus *Revenues* generated by intrastate *DS1* and *DS3* services, do not add up to the total *Revenues* reported in III.B.1.a, explain why;
h. *Revenues* generated from *DS1* and/or *DS3* rates charged under *Tariff Discount Plans* for *Prior Purchase-Based Discounts*:
   i. In total;

ii. If available, separately for *DS1* and *DS3* services; and
iii. Of the total (and for the separate *DS1* and *DS3* totals if available), *Revenues* generated from sales made at a discount from the *One Month Term Only Rate* of:
  a. Less than 10%;
  b. Greater than or equal to 10%, but less than 20%;
  c. Greater than or equal to 20%, but less than 30%;
  d. Greater than or equal to 30%, but less than 40%;
  e. Greater than or equal to 40%, but less than 50%; and
  f. Greater than or equal to 50%.

For purposes of calculating the percentages described above (in III.B.1(h)), an example would be a *Tariff Discount Plan* that requires a purchase of 20 *DS1*s and 10 *DS3*s and generates *Revenues* of $2,000 for calendar-year 2010. If those same circuits were purchased at *One Month Term Only Rates* of $100 per *DS1* and $200 per *DS3*, then total *Revenues* would instead be $4,000. Since the *Tariff Discount Plan* under this scenario generated 50% of the *Revenue* that would be generated from *One Month Term Only Rates*, the discount would be greater than or equal to 50%.

i. *Revenues* generated from rates charged under *Tariff Discount Plans* for *DS1* and/or *DS3* services based on discounts other than *Prior Purchase-Based Discounts*:
  i. In total;
  ii. If available, separately for *DS1* and *DS3* services; and
  iii. Of the total (and for the separate *DS1* and *DS3* totals if available), *Revenues* generated from sales made at a discount from the *One Month Term Only Rate* of:
    a. Less than 10%;
    b. Greater than or equal to 10%, but less than 20%;
    c. Greater than or equal to 20%, but less than 30%;
    d. Greater than or equal to 30%, but less than 40%;
    e. Greater than or equal to 40%, but less than 50%; and
    f. Greater than or equal to 50%.

  A general example of how to calculate these percentages can be found at Question III.B.1.h.

j. *Revenues* generated from *DS1* and/or *DS3* rates charged under *Contract-Based Tariffs* for *Prior Purchase-Based Discounts*:
  i. In total;
  ii. If data is available, separately for *DS1* and *DS3* services; and
  iii. Of the total (and for the separate *DS1* and *DS3* services totals if available), *Revenues* generated from sales made at a discount from the *One Month Term Only Rate* of:
    a. Less than 10%;
    b. Greater than or equal to 10%, but less than 20%;
    c. Greater than or equal to 20%, but less than 30%;
    d. Greater than or equal to 30%, but less than 40%;
    e. Greater than or equal to 40%, but less than 50%; and
    f. Greater than or equal to 50%.

  A general example of how to calculate these percentages can be found at Question III.B.1.h.

k. *Revenues* generated from *DS1* and/or *DS3* rates charged under *Contract-Based Tariffs* for discounts other than *Prior Purchase-Based Discounts*:

i. In total;
ii. If data is available, separately for *DS1* and *DS3* services; and
iii. Of the total (and for the separate *DS1* and *DS3* totals if available), *Revenues* generated from sales made at a discount from the *One Month Only Rate* of:
    a. Less than 10%;
    b. Greater than or equal to 10%, but less than 20%;
    c. Greater than or equal to 20%, but less than 30%;
    d. Greater than or equal to 30%, but less than 40%;
    e. Greater than or equal to 40%, but less than 50%; and
    f. Greater than or equal to 50%.

A general example of how to calculate these percentages can be found at Question III.B.1.h.

l. Total *Revenues* generated from sales of *PSDS:*
    i. In total; and
    ii. For all *PSDS,* by the following bandwidth speed categories:
        a. No more than 51.84 Mbps of delivered bandwidth (inclusive of signaling);
        b. Greater than 51.84 Mbps and less than 1Gbps of delivered bandwidth (inclusive of signaling); and
        c. Greater than or equal to 1 Gbps of delivered bandwidth (inclusive of signaling).

2. *Data from Price Cap Tariff Review Plan (TRP).* For each study area in which you operate, report the data identified below from TRPs filed in support of rates that took effect on July 1, 2011. If the initial TRP filed in support of the July 1, 2011 rates was revised, report data from the most recently revised TRP filed in support of these rates. An optional template is available at http://www.fcc.gov/wcb/ppd/pn2template.xls for your response. Data elements and instructions for that template are identified in Table III.B.2 of Attachment B.

a. Four-character company study area (COSA) code;
b. Filing date of the TRP;
c. Transmittal number of the tariff filing in which the TRP was filed;
d. Name of the Lotus 123 file that your firm submits to the Commission that contains the TRP;
e. Total base period[13] *DS1* and *DS3* revenues separately, based on calendar-year 2010 demand and June 30, 2011 rates reported in your firm's July 1, 2011 Tariff Review Plan (2011 TRP). Accordingly, revenues would be calculated using demand for calendar-year 2010 and rates that were in effect on June 30, 2011;

f. Total amounts paid or refunded (or the equivalent) to your customers[14] for *DS1* and *DS3* services listed in the TRP, whether or not those amounts were included in your company's 2011 TRP, because your network experienced an outage, or you engaged in poor service or failed to meet a service level agreement, or because your customers experienced other failures, errors or omissions in the service you provided. If possible, provide amounts paid/refunded separately for *DS1* and *DS3* services;
g. How much (in dollars) of the total amount paid or refunded to customers, reported in the

[13] *See* 47 C.F.R. §61.3(g) (defining "base period" for carriers subject to price cap regulation).

[14] For the default time period as per Instruction II.1 of this Public Notice.

above question (in B.2.f), was reported in the 2011 TRP;

h. Provide the dollar amounts of the penalty fees (or their equivalent) that purchasers of *DS1* and *DS3* services listed in the TRP paid your firm for disconnecting service, changing the type of service(s) purchased from your firm, *Changing Service Providers*, or other reasons, whether or not those penalty fees were included in your company's 2011 TRP. If possible, provide this information separately for *DS1* and *DS3* services;[15]

i. State how much of the total amount paid to your firm reported in the above question III.B.2.h was reported in the 2011 TRP.

3. *Collocation.* Provide the information requested below related to the *Phase I* and *Phase II Pricing Flexibility* triggers described in 47 C.F.R. §69.711. With the exception of III.B.3.b.iii-iv, please provide information as of the default time period of calendar-year 2010 as per Instruction II.1. of this Public Notice. An optional template is available at http://www.fcc.gov/wcb/ppd/pn2template.xls for your response. Data elements and instructions for that template are identified in Table III.B.3 of Attachment B.

a. For each *MSA* and *Non-MSA* in which your firm acts as an ILEC:
   i. *MSA* name;
   ii. Whether the *MSA* has *Phase I* or *Phase II Pricing Flexibility* or is exclusively a price cap *MS*A; and
   iii. Total revenues earned, determined as specified in 47 C.F.R. § 69.725, for all wire centers[16] in the *MSA* from sales of channel terminations (as defined by 47 C.F.R. § 69.703(a)(2));

b. For each wire center in the *MSAs* and *Non-MSAs* in which your firm acts as an ILEC:
   i. Provide the actual situs address, the coordinates, and the CLLI code of the wire center;
   ii. Total revenues earned, determined as specified in 47 C.F.R. § 69.725, for the wire center from sales of channel terminations (as defined by 47 C.F.R. § 69.703(a)(2));
   iii. As of December 31, 2010, or as close as possible to that time, provide, as per 47 C.F.R. § 69.711(b)-(c), the number and names of *Collocators* in the wire center that are using transport facilities owned by a transport provider other than the price cap LEC to transport traffic from that wire center and the names of all such transport providers; and
   iv. As of December 31, 2010, or as close as possible to that time, provide the number and names of any *Collocators* in the wire center not listed above in (III.B.3.b.iii);
   v. Date of the collocation data submitted in response to III.B.3.b.iii-iv above.

4. *Terms and Conditions.* For each of the *LSAs* in Attachment A, list, separately for sales of *DS1*s and *DS3*s, the names of all *Tariff Discount Plans* and *Tariff Benefit Plans* available that could be applied to these services. For each *Tariff Discount Plan* listed, provide: (a) all *Tariff* and section numbers which discuss the plans; (b) the number of customers within each *LSA* subscribing to the *Tariff Discount Plan* and *Tariff Benefit Plan* as of December 31, 2010; and (c) the amount of annual *Revenue* (incorporating all discounts, penalties, and other adjustments) generated by the plan between.

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[15] Provide this information as of the default time period in Instruction II.1 of this Public Notice.

[16] Wire center, for purposes of all parts of Question III.B.3, means wire center, as defined by 47 C.F.R. § 69.703(d) of the Commission's rules.

5. *Terms and Conditions.* For each of the *Tariff Discount Plans* listed in response to question III.B.4, by *LSA*, provide the following information:

a. Whether the *Tariff Discount Plan* allows or restricts customers from subscribing to other *Tariff* discount plans within the same *LSA*, and if so, the names of which *Tariff Discount Plans* may be combined and which may not;
b. Whether the *Tariff Discount Plan* allows or restricts customers from subscribing to other *Tariff Discount Plans* outside the *LSA*, and if so, the names of which plans may be combined and which may not;
c. A description of: (1) duration options for the *Tariff Discount Plan* (i.e., 5-year term, 7-year term, etc.); (2) a description of the contingency (or contingencies) on which the *Tariff Discount Plan's* discount is based (i.e., term, volume, revenue, or other commitment); (3) the business rationale for each contingency (include discussion of maximum as well as minimum purchase requirements); and (4) the timing and process of the true-up process, if any;
d. A description of penalties (such as shortfall provisions) and/or contract adjustments (such as a "Discount Tier Adjustment"[17]) that apply to customers who fail to achieve the discount contingency (or contingencies) described above and the business rationale for the penalties;
e. For discount contingencies based on a revenue or volume commitment, an explanation of how the customer's discount is affected if the customer increases the commitment, and how the discount is impacted if the customer decreases the commitment (e.g., whether the discounts increase as volumes increase) and the business rationale for these terms and conditions;
f. A description of the fees, penalties, and/or plan adjustments applicable to a customer who terminates the plan prior to its full term and the business rationale for these terms and conditions;
g. A description of your requirements or conditions for *Changing Service Providers*, such as any constraints on the number of circuits that can be changed on a daily, weekly or monthly basis, and how the customer is billed for circuits waiting to be changed.

6. *Terms and Conditions.* For each *Contract-Based Tariff* in the *LSAs* listed in Attachment A of this Public Notice, provide by *LSA*:

a. A statement describing whether the *LSA* is subject to *Phase I Pricing Flexibility* and/or *Phase II Pricing Flexibility*, and for what elements; and
b. If applicable, a description of any of the *Contract-Based Tariff's* non-rate benefits, such as the ability to move services without penalty, that are based on term, volume, revenue or other commitment requirements; and
c. If applicable, a description of the contingency (or contingencies) on which the *Contract-Based Tariff's* discount is based (that is, requirement of a commitment of term, volume, revenue, a combination, or other) and the business rationale for the discount (include discussion of maximum as well as minimum purchase requirements); and
d. A description of the *Contract-Based Tariff's* provisions for *Changing Service Providers*, such as whether any constraints on the number of circuits that can be changed on a daily, weekly, or monthly basis exist, and whether the customer must continue to pay for circuits that are waiting to be changed (and if so what the rate for those circuits would be).

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[17] For example, one of Verizon's *Tariff Discount Plans*, the National Discount Plan, increases or decreases the applicable discount based on, as calculated during an annual true-up period, the difference between the customer's actual versus committed volumes. *See Verizon Telephone Companies Tariff No. 16,* Section 22.1.1(16); *see also Verizon Telephone Companies Tariff No. 16,* Section 22.1.7.

7. *Terms and Conditions.* For each *Contract-Based Tariff* in the *LSAs* listed in Attachment A of this Public Notice, provide by *LSA*:

a. A statement, if applicable, describing whether the customer's *DS1* and/or *DS3* purchases in areas not subject to either *Phase I Pricing Flexibility* or *Phase II Pricing Flexibility* count towards any discount contingencies in the *Contract-Based Tariff*, and if so identify which of the non-*Phase I/Phase II Pricing Flexibility* areas count and the associated *Tariff* and section numbers;
b. A statement, if applicable, describing whether the customer's *DS1* and/or *DS3* purchases in the *Contract-Based Tariff* count towards any discount contingencies in another area (either another *MSA,* or *Non-MSA*) subject to a *Tariff Discount Plan*, and if so, identify the other areas and the associated *Tariff* and section numbers(s);
c. A statement, if applicable, describing whether the customer's *DS1* and/or *DS3* purchases in the *Contract-Based Tariff* count towards any discount contingencies in areas outside of the *LSA* that are subject to *Phase I* and/or *Phase II Pricing Flexibility*, and if so, identify the areas at issue outside the *LSA* (e.g., *MSA* or *Non*-MSA) and the associated *Contract-Based Tariff* number and section numbers;
d. A statement, if applicable, describing whether the customer's *DS1* and/or *DS3* purchases in the *LSA* subject to the *Contract-Based Tariff* do <u>not</u> apply toward discounts in any other areas (e.g., another *MSA or Non-MSA*) – whether in a *Tariff Discount Plan* or *Contract-Based Tariff*.

8. *Terms and Conditions.* By *LSA*, provide the customer information requested below.

a. The number of customers subscribing to each *Tariff Discount Plan* listed in Question III.B.4;
b. The number of customers that failed to meet any volume and/or revenue commitments (either by falling below minimum requirements or exceeding maximum allowable volumes) required to retain a discount they originally agreed to when entering into the *Tariff Discount Plan*;
c. The number of customers that failed to meet commitments other than volume or revenue required to retain a discount they originally agreed to when entering into the *Tariff Discount Plan*;
d. The number of customers subscribing to each *Contract-Based Tariff* available in the *LSA*, if applicable;
e. The number of customers that failed to meet any volume and/or revenue commitments (either by falling below minimum requirements or exceeding maximum allowable volumes) required to retain a discount they originally agreed to when entering into the *Contract-Based Tariff*;
f. The number of customers that failed to meet any commitments, other than volume or revenue, required to retain a discount they originally agreed to when entering into the *Contract-Based Tariff*.

9. *Terms and Conditions.* What are the steps involved in *Changing Service Providers*, if a customer elects to do so? Other than provisions in *Contract-Based Tariffs* addressing a customer's ability to *Change Service Providers*, are there any legal and/or operational constraints on how many circuits can be changed per day, per week, per month? Within what geographic region are those constraints applicable? Are all changes subject to the same constraints? Where are your *Changing Service Providers* policies recorded, and how are they communicated to customers?

10. *Terms and Conditions.* For each *Tariff Discount Plan* based on revenue or volume commitments, explain how your company determines the initial commitment level at the beginning of a *Tariff Discount Plan* and whether that initial commitment level can be reset to a lower level once the *Tariff Discount Plan* expires.

11. *Terms and Conditions.* For each *LSA*, state the number of *DS1*s, and separately, the number of *DS3*s, that are purchased under a *Tariff Discount Plan* that has a five-year or longer time commitment.

C. CLEC Providers. We request that members of the public that are competitive local exchange carrier (CLEC) or out-of-region ILEC providers of *DS1*, *DS3* or *PSDS* services respond to the following questions:

1. CLEC *Sales.* Describe how your firm structures sales of *DS1* and *DS3* products to its customers. Include in your answer:

   a. A description of the method by which you sell *DS1* and/or *DS3* products to customers, e.g., via contracts, *Tariffs*, and/or contract-based tariffs (as defined by 47 C.F.R. 61.3(o));
   b. An estimate of the percentage of sales made by each method (50% sold through contracts, etc.);
   c. A description of typical elements of each sale, such as products offered, duration of contract term (one-year term, five-year term), and geographic scope.

2. *CLEC Pricing.* Provide a general description of your pricing structure. For example, how do you price the *DS1* and *DS3* products to your customers? Do you offer reduced prices based on high volume or revenue commitments? If so, please describe those agreements and explain why they were structured in that way.

3. *CLEC Discounts.* Describe whether you have sold *DS1* or *DS3* products to customers at higher rates, but offered certain non-rate benefits, such as an ability to move circuits within a region. Have any of those sales been contingent on meeting certain revenue or volume commitments? If so, please describe those agreements and explain why they were structured in that way.

4. *CLEC Revenues for DS1s/DS3s.* For the categories listed, please provide the information requested below, on a national basis. An optional template is available at http://www.fcc.gov/wcb/ppd/pn2template.xls for your response. Data elements and instructions for that template are identified in Table III.C.4 of Attachment C.

   a. Total *Revenues*, separately for *DS1* and *DS3* services;
   b. *Revenues* generated from sales, based on *Prior Purchase-Based Discounts*, of *DS1* and *DS3* services:
      i. In total;
      ii. If available, separately for *DS1* and *DS3* services; and
      iii. Of the total (and for separate *DS1* and *DS3* services totals if available), *Revenues* generated from sales made at a discount from your firm's non-reduced prices of:
         a. Less than 10%;
         b. Greater than or equal to 10%, but less than 20%;
         c. Greater than or equal to 20%, but less than 30%;
         d. Greater than or equal to 30%, but less than 40%;
         e. Greater than or equal to 40%, but less than 50%; and
         f. Greater than or equal to 50%.

   A general example of how to calculate these percentages can be found at Question III.B.1(h).

   c. *Revenues* generated from sales, based on discounts other than *Prior Purchase-Based Discounts*, of *DS1* and *DS3* services:
      i. In total;
      ii. If available, separately for *DS1* and *DS3* services; and

iii. Of the total (and for separate *DS1* and *DS3* services totals if available), *Revenues* generated from sales made at a discount from your firm's non-reduced prices of:
   a. Less than 10%;
   b. Greater than or equal to 10%, but less than 20%;
   c. Greater than or equal to 20%, but less than 30%;
   d. Greater than or equal to 30%, but less than 40%;
   e. Greater than or equal to 40%, but less than 50%; and
   f. Greater than or equal to 50%.

A general example of how to calculate these percentages can be found at Question III.B.1.h.

5. *CLEC Revenues for PSDS.* Provide the following information, on a national basis for sales of *PSDS*. An optional template is available at http://www.fcc.gov/wcb/ppd/pn2template.xls for your response. Data elements and instructions for that template are identified in Table III.C.5 of Attachment C.

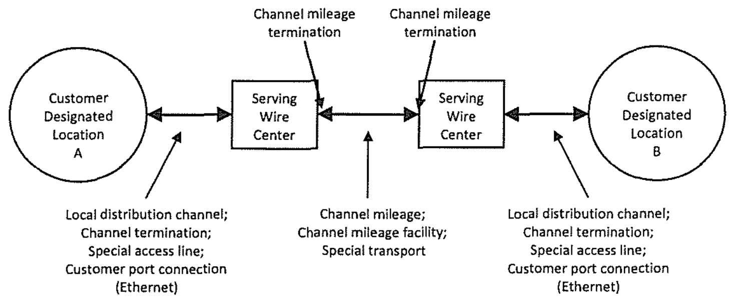
a. Total *Revenues* of *PSDS*;
b. Total *Revenues* of *PSDS* by the following bandwidth speed categories:
   i. No more than 51.84 Mbps of delivered bandwidth (inclusive of signaling);
   ii. Greater than 51.84 Mbps and less than 1Gbps of delivered bandwidth (inclusive of signaling); and
   iii. Greater than or equal to 1 Gbps of delivered bandwidth (inclusive of signaling).

D. All Purchasers. We request that members of the public that are purchasers of *DS1*, *DS3*, or *PSDS* services respond to the following questions.

1. Prices. For DS1s and DS3s sold as unbundled network elements (UNEs)[18] and as non-UNEs, as well as all *PSDS*, submit the following information by rate element by circuit billed in each *LSA* for each month from January 1, 2008 through December 31, 2010. An optional template is available at http://www.fcc.gov/wcb/ppd/pn2template.xls for your response. Data elements and instructions for that template are identified in Table III.D.1 of Attachment D.

a. The closing date of the monthly billing cycle in dd/mm/yyyy format;
b. The four-digit operating company number (OCN) of the vendor from Telcordia's Local Exchange Routing Guide;
c. The operating company name of the vendor from Telcordia's Local Exchange Routing Guide;
d. The circuit identifier common to all elements purchased in common for a particular circuit;
e. The type of circuit, (*DS1* sold as a UNE, *DS3* sold as a UNE, PSDS, or non-UNE *DS1s/DS3s*);
f. The bandwidth of the circuit;
g. The serving wire center / mileage rating point Common Language Location Identification (CLLI) of one end of the circuit;
h. The serving wire center / mileage rating point CLLI of the other end of the circuit;
i. The billing code/Universal Service Order Code (USOC) for the rate element;
j. Select the phrase that best describes the rate element from the list. Names of some common rate elements are shown on the generalized circuit diagram below;

[18] *See supra,* note 12.



i. Channel mileage facility, channel mileage, interoffice channel mileage, special transport (a transmission path between two serving wire centers associated with customer designated locations; a serving wire center and an international or service area boundary point; a serving wire center and a hub, or similar type of connection);
ii. Channel mileage termination, special transport termination (the termination of channel mileage facility or similar transmission path);
iii. Channel termination, local distribution channel, special access line, customer port connection (Ethernet) (a transmission path between a customer designated location and the associated wire center);
iv. Clear channel capability (not shown) (an arrangement which allows a customer to transport, for example, 1.536 Mbps of information on a 1.544 Mbps line rate with no constraint on the quantity or sequence of one and zero bits);
v. Cross-connection (not shown) (semi-permanent switching between facilities, sometimes combined with multiplexing/demultiplexing);
vi. Multiplexing (not shown) (channelizing a facility into individual services requiring a Lower capacity or bandwidth);
vii. Class of service and/or committed information rate (not shown) (for Ethernet, the performance characteristics of the network and bandwidth available for a customer port connection).

k. If none of the possible entries describes the rate element, enter a short description;
l. The state in which the rate element is located;
m. The local access transport area (LATA) in which the rate element is located;
n. The jurisdiction of the rate element – i.e., whether it is categorized for regulatory purposes as Intrastate or interstate;
o. The regulatory regime of the *MSA* under which the rate element is sold (i.e., price cap, phase I or phase II pricing flexibility[19]);
p. The density pricing zone for the rate element;[20]
q. The serving wire center / mileage rating point associated with this rate element;
r. The number of units billed for this rate element;
s. The dollar amount of non-recurring charges billed for the first unit of this rate element;
t. The dollar amount of non-recurring charges billed for additional units of this rate element (if different from the amount billed for the initial unit);
u. The monthly recurring dollar charge for the first unit of the rate element billed;

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[19] Phase I and phase II pricing flexibility, for purposes of this question, is not restricted to channel terminations to end users, and refers to those *MSAs* in which either phase of pricing flexibility has been granted pursuant to 47 C.F.R. 69.701 et seq. of the Commission's rules.

[20] *See* 47 C.F.R. § 69.123 (density pricing zones for special access and switched transport).

v. The monthly recurring dollar charge for additional units (if different from the amount billed for the initial unit);
w. The total monthly dollar amount billed for the rate element;
x. The adjustment identifier linking this rate element to the unique out-of-cycle billing adjustment in Question III.D.2 (below);
y. Length of time (term) commitment associated with this circuit in months;
z. Indicate whether this rate element is associated with a circuit that contributes to a volume commitment;
aa. Indicate whether this rate element is associated with a circuit that contributes to a revenue commitment in a *Tariff Discount Plan*;
ab. Indicate whether this rate element was purchased out of a *Contract-Based Tariff*; and
ac. Indicate whether this rate element is part of a circuit that is in use.

2. Prices. For each adjustment or true-up (including credits for meeting or penalties for not meeting contractual obligations) to billed DS1 or DS3 rate elements purchased in each *LSA*, provide the following information below. An optional template is available at http://www.fcc.gov/wcb/ppd/pn2template.xls for your response. Data elements and instructions for that template are identified in Table III.D.2 of Attachment D.

a. A unique id number for the adjustment or true-up (see Question III.D.1.x above);
b. The beginning date of the time period covered by the adjustment or true-up;
c. The ending date of the time period covered by the adjustment or true-up;
d. The dollar amount of the adjustment or true-up. Any increase in the amount owed to the vendor (e.g., penalty) should be a positive number while any decrease in the amount owed to the vendor (e.g., discount or rebate) should be a negative number.

3. Circuits Purchased. State how many *DS1* and/or *DS3* circuits your firm has purchased from ILECs, if applicable, in accordance with the categories below. An optional template is available at http://www.fcc.gov/wcb/ppd/pn2template.xls for your response. Data elements and instructions for that template are identified in Table III.D.3 of Attachment D.

a. Total interstate and intrastate;
b. At One Month Term Only Rates;
c. Under *Term Discounts*;
d. Under *Tariff Discount Plans*;
e. Under *Tariff Benefit Plans*;
f. Under *Contract-Based Tariffs;*
g. If the sum of the subcategories reported above (in III.D.3.b-III.D.3.f), plus intrastate *DS1* and *DS3* circuits, do not add up to the total *DS1* and *DS3* circuits reported in III.D.3.a, explain why;
h. The number of *DS1* and/or *DS3* circuits purchased through *Tariff Discount Plans* at *Prior Purchase-Based Discounts*:
    i. In total;
    ii. The totals, separately for *DS1*s and *DS3*s; and
    iii. Of the total for *DS1*s and separately, of the total for *DS3*s, state the number of circuits that were purchased at a discount from the *One Month Term Only Rate* of:
        a. Less than 10%;
        b. Greater than or equal to 10%, but less than 20%;
        c. Greater than or equal to 20%, but less than 30%;
        d. Greater than or equal to 30%, but less than 40%;
        e. Greater than or equal to 40%, but less than 50%; and

f. Greater than or equal to 50%.

For purposes of determining the number of circuits that were purchased within one of the above-listed discount categories, an example would be if a purchaser spent $2,000 on a *Tariff Discount Plan* that requires a purchase of 30 *DS1*s, based on the customer's prior year's buy, for calendar-year 2010. If those same circuits were purchased at *One Month Term Only Rates* of $133 per *DS1*, then total expenditures would be $3,990. Because the discount for those 30 circuits under the *Tariff Discount P*lan was less than 50%, but more than 40%, of what would have been spent under *One Month Term Only Rates*, then 30 circuits were purchased at a discount of greater than or equal to 40%, but less than 50%.

h. The number of *DS1* and/or *DS3* circuits purchased through all *Tariff Discount Plans* other than *Prior Purchase-Based Discounts*:

i. In total;
ii. The totals, separately for *DS1*s and *DS3*s; and
iii. Of the total for *DS1*s and separately, of the total for *DS3*s, state the number of circuits that were purchased at a discount from the *One Month Term Only Rate* of:
  a. Less than 10%;
  b. Greater than or equal to 10%, but less than 20%;
  c. Greater than or equal to 20%, but less than 30%;
  d. Greater than or equal to 30%, but less than 40%;
  e. Greater than or equal to 40%, but less than 50%; and
  f. Greater than or equal to 50%.

A general example of how to calculate these percentages can be found at Question III.D.3.g.

i. The number of *DS1* and/or *DS3* circuits purchased through *Contract-Based Tariffs* at *Prior Purchase-Based Discounts*:

i. In total;
ii. The totals, separately for *DS1*s and *DS3*s; and
iii. Of the total for *DS1*s and separately, of the total for *DS3*s, state the number of circuits that were purchased at a discount from the *One Month Term Only Rate* of:
  a. Less than 10%;
  b. Greater than or equal to 10%, but less than 20%;
  c. Greater than or equal to 20%, but less than 30%;
  d. Greater than or equal to 30%, but less than 40%;
  e. Greater than or equal to 40%, but less than 50%; and
  f. Greater than or equal to 50%.

A general example of how to calculate these percentages can be found at Question III.D.3.g.

j. The number of *DS1* and/or *DS3* circuits purchased through *Contract-Based Tariffs* at discounts other than *Prior Purchase-Based Discounts:*

i. In total;
ii. The totals, separately for *DS1*s and *DS3*s; and
iii. Of the total for *DS1*s and separately, of the total for *DS3*s, state the number of circuits that were purchased at a discount from the *One Month Term Only Rate* of:
  a. Less than 10%;
  b. Greater than or equal to 10%, but less than 20%;
  c. Greater than or equal to 20%, but less than 30%;

d. Greater than or equal to 30%, but less than 40%;
e. Greater than or equal to 40%, but less than 50%; and
f. Greater than or equal to 50%.

A general example of how to calculate these percentages can be found at Question III.D.3.g.

k. Provide the following information, on a national basis, for the number of *PSDS* circuits purchased:
   i. Total number of *PSDS* circuits purchased;
   ii. Total number of *PSDS* circuits purchased, by the following bandwidth speed categories below:
      a. No more than 51.84 Mbps of delivered bandwidth (inclusive of signaling):
      b. Greater than 51.84 Mbps and less than 1 Gbps of delivered bandwidth (inclusive of signaling);
      c. Greater or equal to 1 Gbps of delivered bandwidth (inclusive of signaling).

4. *Expenditures.* If applicable, submit responses to the information requested below on expenditures on ILEC *DS1* and/or *DS3* services, on a national basis. An optional template is available at http://www.fcc.gov/wcb/ppd/pn2template.xls for your response. Data elements and instructions for that template are identified in Table III.D.4 of Attachment D.

a. Provide your firm's total expenditures, e.g., dollar volume of purchases, on intrastate and interstate *DS1* and *DS3* services, separately for *DS1*s and *DS3*s;

b. Provide your firm's expenditures, e.g., dollar volume of purchases, on *DS1*s and *DS3*s at *One Month Term Only Rates*, separately for *DS1*s and *DS3*s;

c. Provide your firm's expenditures, e.g., dollar volume of purchases, on *DS1*s and *DS3*s under *Term Discounts*, separately for *DS1*s and *DS3*s;

d. Provide your firm's expenditures, e.g., dollar volume of purchases, on *DS1*s and *DS3*s under *Tariff Discount Pla*ns:
   i. In total; and
   ii. If data is available, separately for *DS1*s and *DS3*s;

e. Provide your firm's expenditures, e.g. dollar volume of purchases, on *DS1s* and *DS3s* under *Tariff Benefit Plans*:
   i. In total; and
   ii. If data is available, separately for *DS1s* and *DS3s;*

f. Provide your firm's expenditures, e.g., dollar volume of purchases, on *DS1*s and *DS3*s under *Contract-Based Tariffs*:
   i. In total; and
   ii. If data is available, separately for *DS1*s and *DS3*s;

g. If the sum of the subcategories of expenditures reported above (III.D.4.b – III.D.4.f), plus expenditures on intrastate *DS1* and *DS3* services, do not add up to the total expenditures reported in III.D.4.a, explain why;

h. State your firm's expenditures, e.g. dollar volume of purchases, on a national basis on *DS1* and/or *DS3* circuits under *Tariff Discount Plans* at *Prior Purchase-Based Discounts*:

i. In total;
ii. If available, separately for *DS1*s and *DS3*s;
iii. Of the total (and for the separate *DS1* and *DS3* totals if available), expenditures that incorporated a discount from the *One Month Term Only Rate* of:
 a. Less than 10%;
 b. Greater than or equal to 10%, but less than 20%;
 c. Greater than or equal to 20%, but less than 30%;
 d. Greater than or equal to 30%, but less than 40%;
 e. Greater than or equal to 40%, but less than 50%; and
 f. Greater than or equal to 50%.

A general example of how to calculate these percentages can be found at Question III.B.1.h.

i. Provide your firm's expenditures, e.g. dollar volume of purchases, on a national basis on *DS1* and/or *DS3* services purchased under *Tariff Discount Plans* at discounts other than *Prior Purchase-Based Discounts*:
i. In total;
ii. If available, separately for *DS1*s and *DS3*s;
iii. Of the total (and for the separate *DS1* and *DS3* totals if available), expenditures that incorporated a discount from the *One Month Term Only Rate* of:
 a. Less than 10%;
 b. Greater than or equal to 10%, but less than 20%;
 c. Greater than or equal to 20%, but less than 30%;
 d. Greater than or equal to 30%, but less than 40%;
 e. Greater than or equal to 40%, but less than 50%; and
 f. Greater than or equal to 50%.

A general example of how to calculate these percentages can be found at Question III.B.1.h.

j. Provide your firm's expenditures, e.g. dollar volume of purchases, on a national basis on *DS1* and/or *DS3* services under *Contract-Based Tariffs* at *Prior Purchase-Based Discounts*:
i. In total;
ii. If available, separately for *DS1*s and *DS3*s
iii. Of the total (and for the separate *DS1* and *DS3* totals if available), expenditures that incorporated a discount from the *One Month Term Only Rate* of:
 a. Less than 10%;
 b. Greater than or equal to 10%, but less than 20%;
 c. Greater than or equal to 20%, but less than 30%;
 d. Greater than or equal to 30%, but less than 40%;
 e. Greater than or equal to 40%, but less than 50%; and
 f. Greater than or equal to 50%.

A general example of how to calculate these percentages can be found at Question III.B.1.h.

k. Provide your firm's expenditures, e.g. dollar volume of purchases, on a national basis on *DS1* and/or *DS3* circuits under *Contract-Based Tariffs* at discounts other than *Prior Purchase-Based Discounts*:
i. In total;
ii. If available, separately for *DS1*s and *DS3*s;

iii. Of the total (and for the separate *DS1* and *DS3* totals if available), expenditures that incorporated a discount from the *One Month Term Only Rate* of:
   a. Less than 10%;
   b. Greater than or equal to 10%, but less than 20%;
   c. Greater than or equal to 20%, but less than 30%;
   d. Greater than or equal to 30%, but less than 40%;
   e. Greater than or equal to 40%, but less than 50%; and
   f. Greater than or equal to 50%.

A general example of how to calculate these percentages can be found at Question III.B.1.h.

l. Provide the following information on a national basis for expenditures on *PSDS*.
   i. Total expenditures on *PSDS*;
   ii. Total expenditures in all *PSDS*, by the following bandwidth speed categories:
      a. No more than 51.84 Mbps of delivered bandwidth (inclusive of signaling):
      b. Greater than 51.84 Mbps and less than 1 Gbps of delivered bandwidth (inclusive of signaling); and
      c. Greater or equal to 1 Gbps of delivered bandwidth (inclusive of signaling).

5. *Terms and Conditions.* Explain what impact, if any, terms and conditions in *Tariffs* and/or *Contract-Based Tariffs* for *DS1* and/or *DS3* services have had on your ability to:

a. Decrease your purchases from your current providers;
b. Purchase services from alternative providers currently operating in the geographic areas in which you purchase services;
c. Purchase alternative services, such as Ethernet services, from your current provider of *DS1* and/or *DS3* services or from alternative providers operating in the geographic areas in which you purchase *DS1* and/or *DS3* services;
d. Contract with firms that are considering entering the geographic areas in which you purchase *DS1* and/or *DS3* services.

Relevant terms and conditions, among others, may include: (a) early termination penalties; (b) shortfall provisions; (c) overlapping/supplemental discounts plans with different termination dates; (d) timing associated with *Changing Service Providers*; (e) requirements to include all services, including new facilities, under a *Tariff* or *Contract-Based Tariff*; or (f) requiring purchases in multiple geographic areas to obtain maximum discounts.

In your explanation, provide at least one example which, at a minimum, states: (a) a description of the term or condition; (b) the geographic area in which the *DS1* and/or *DS3* services are provided; (c) the name of the vendor providing the *DS1* and/or *DS3* service; and (d) the specific *Tariff* and/or *Contract-Based Tariff* number(s) and section(s). If you allege that such provisions negatively affect your firm, state whether you have brought a complaint to the Commission, a state commission or court about this issue and the outcome. If you have not brought a complaint to any of those three entities, explain why not.

6. *Terms and Conditions.* Describe any circumstances in which you have purchased circuits for *DS1* and/or *DS3* services, solely for the purpose of meeting volume or revenue commitments required for a discount from your vendor of *DS1* and/or *DS3* services, that you have not used. In your description, provide at least one example, which at a minimum, states:

a. The geographic area (e.g., *MSA* or *Non-MSA)* in which you purchased the unnecessary circuits;

b. The name of the vendor providing the *DS1* and/or *DS3* service at issue;
c. A description of the discount requirement (i.e., volume commitment, revenue commitment, etc.);
d. The tariff and section number(s) (or contract tariff and section number(s)), if applicable, of the specific terms and conditions described;
e. A comparison of the dollar amount of the unnecessary circuit(s) versus the dollar amount of penalties your company would have had to pay had it not purchased and/or maintained the unnecessary circuit(s), and a description of how that comparison was calculated.

7. *Terms and Conditions.* Describe, if applicable, any previous attempts to *Change Service Providers* or discussions relating to *Changing Service Providers*. What were the steps involved in having your service changed? Other than provisions in *Tariffs* or *Contract-Based Tariffs* addressing a customer's ability to *Change Service Providers*, did the vendor impose any constraints on how many circuits could be changed per day, per week, per month? Within what geographic region were those constraints applicable? Were all changes subject to the same constraints? If not, explain. How were these logistical constraints for changes communicated to your company? How did you overcome the logistical constraints if you were able to do so?

8. *Terms and Conditions.* Explain how, if at all, sales for *DS1* and *DS3* services in markets subject to *Phase I* or *Phase II Pricing Flexibility* may be effectively conditioned on sales in price cap markets, or vice versa. Provide in your explanation at least one specific example which, at a minimum, states: (a) the geographic area(s) impacted (e.g., *.MSA* or *Non-MSA)*; (b) the provider potentially conditioning sales between areas; (c) the special access service(s) at issue; (d) a description of the conditional requirement(s); and (e) if applicable, the number and section of the *Tariff(s)* or *Contract-Based Tariff(s)* at issue.

9. *Terms and Conditions.* In *LSA*s in which you ceased buying *DS1* and/or *DS3* services from one vendor and, instead, purchased comparable *DS1* and/or *DS3* services from a competing provider, state the number of times within the past 5 years you have done so, the name(s) of the provider(s) from whom you switched, the name(s) of the competing provider(s) to whom you switched, and the percentage of *DS1* and/or *DS3* circuits within the *LSA* that you switched to the competing provider. Within the same 5-year period, state the number of times your procurement division considered switching from its provider of *DS1* and/or *DS3* services to a competing provider, but decided not to do so, and explain why if those reasons are related to terms and conditions.

10. *Terms and Conditions.* Explain the circumstances under which you have paid *One Month Term Only Rates* for *DS1* and/or *DS3* services and the impact, if any, it had on your business. If you have never paid *One Month Term Only Rates* for *DS1* and/or *DS3* services, explain what impact, if any, paying such rates would likely have on your business.

11. *Terms and Conditions.* By *LSA*, provide the following information about each *Contract-Based Tariff* through which you buy *DS1* and *DS3* services:

a. A description of the contingency (or contingencies) on which the *Contract-Based Tariff's* discount, if any, is based (that is, requirements for a commitment of term, volume, revenue, combination, or other);
b. A description of whether the customer's *DS1* and/or *DS3* purchases in areas not subject to either *Phase I* or *Phase II Pricing Flexibility* count towards any discount contingencies in the *Contract-Based Tariff*, and if so identify which of the *non-Phase I/Phase II Pricing Flexibility* areas (e.g. *MSAs* or *Non-MSAs*) count and their associated *Tariff* and section numbers;
c. A description of whether the customer's *DS1* and/or *DS3* purchases in the *Contract-Based*

Tariff count towards any discount contingencies in other areas (e.g., other *MSAs* or *Non-MSAs*) that are subject to *Tariff Discount Plans*, and if so, identify the other areas and the associated *Tariff* and section numbers(s) of those *Tariff Discount Plans*; or

d. A description of whether the customer's *DS1* and/or *DS3* purchases in the *Contract-Based Tariff* count towards any discount contingencies in other areas (e.g., other *MSAs* or *Non-MSAs*) subject to *Phase I* or *Phase II Pricing Flexibility*, and if so, identify the other areas at issue and their associated *Contract-Based Tariff* and section numbers; or

e. A description of whether the customer's *DS1* and/or *DS3* purchases in the *LSA* do not apply toward other discounts in any other areas – whether in a *Tariff Discount Plan* or *Contract-Based Tariff*.

12. *Terms and Conditions.* If your company did *Change Service Providers*, or entered into discussions related to doing so, identify and describe the relevant *Tariff* and/or *Contract-Based Tariff* and section numbers discussing policies for *Changing Service Providers*. Include in your description whether the *Tariff* or *Contract-Based Tariff* discusses constraints on the number of circuits that can be changed on a daily, weekly, or monthly basis, and whether the customer must continue to pay for circuits until they are changed, and at what rate.

13. *Terms and Conditions.* In each *LSA* in which you issued an RFP for *DS1* and/or *DS3* channel terminations to an end user within the past 5 years, but either received no responses or received responses that failed to meet your minimum selection criteria, describe the reasons your RFP failed, if known, and whether those reasons were associated with terms and conditions.

E. All Members of the Public. We request that the public respond to the following questions:

1. *Quality of Questions.* We seek comment from the public on the quality, utility, and clarity of this data request. If there are important issues not covered in this or previous data requests in this proceeding, please describe those issues, and explain why they are important to this proceeding.

2. *Suggestions for Additional Revenue Questions.* We seek comment from the public on whether we should ask for additional *Revenue* information. For example, this Public Notice does not ask respondents to provide wholesale and retail *Revenues*; *Revenues* by location (other than the collocation questions); or *Revenues* over time. Though some may contend that asking for this kind of *Revenue* information would give us a better understanding of the supply of *DS1*, *DS3*, OCN, and *PSDS* services, we tentatively conclude that the benefits of doing so are outweighed by the burdens on the public in producing that information. We seek comment on this tentative conclusion. If a commenter disagrees with our tentative conclusion, describe the specific data that should be collected and why the incremental value of collecting such information justifies the burden of the collection.

Example: A commenter recommends that we collect *Revenues* in calendar years 2000, 2005, 2009 and 2010; by service type; by carrier; by *MSA* or wire center; and by whether the *Revenues* are wholesale or retail. It further recommends that *Revenues* should be reported by unit (such as by circuit or rate element). In making this recommendation, the commenter explains why the incremental value of collecting such information justifies the burden of doing so.

F. Procedural Issues

Comments may be filed using: (1) the Commission's Electronic Comment Filing System (ECFS); (2) the Federal Government's eRulemaking Portal; or (3) by filing paper copies.[21] All comments should

[21] *See Electronic Filing of Documents in Rulemaking Proceedings*, GC Docket No. 97-113, Report and Order, 13 FCC Rcd 11322 (1998).

reference WC Docket No. 05-25 and RM-10593. The public should also send a copy of their comment (or cover letter, in the case of submissions of electronic media) to the Pricing Policy Division, Wireline Competition Bureau, Federal Communications Commission, 445 12th Street, SW, Washington, DC 20554, to the attention of Andrew Mulitz or e-mail him at Andrew.Mulitz@fcc.gov.

Please submit any responses that contain Confidential Information in accordance with the *Modified First Protective Order*, the *Second Protective Order*, and supplements to *the Second Protective Order* issued in this proceeding.[22] **However, please provide those copies of confidential and highly confidential filings that are to be delivered to staff of the Pricing Policy Division to Andrew Mulitz instead of Marvin Sacks.**[23] We also recommend that all electronic media, such as CDs, be delivered by hand or via messenger, as described in more detail below. If hand- or messenger-delivery of electronic media is not possible, please call Andrew Mulitz or Pamela Arluk at 202-418-1520 to ensure proper handling of your materials.

- Electronic Filers: Comments may be filed electronically using the Internet by accessing the ECFS: http://fjallfoss.fcc.gov/ecfs2/ or the Federal eRulemaking Portal: http://www.regulations.gov.

- Paper Filers: Parties who choose to file by paper must file an original and four copies of each filing. If more than one docket or rulemaking number appears in the caption of this proceeding, filers must submit two additional copies for each additional docket or rulemaking number.

- Filings can be sent by hand or messenger delivery, by commercial overnight courier, or by first-class or overnight U.S. Postal Service mail. All filings must be addressed to the Commission's Secretary, Office of the Secretary, Federal Communications Commission.

    - All hand-delivered or messenger-delivered paper filings for the Commission's Secretary must be delivered to FCC Headquarters at 445 12th St., SW, Room TW-A325, Washington, DC 20554. The filing hours are 8:00 a.m. to 7:00 p.m. All hand deliveries must be held together with rubber bands or fasteners. Any envelopes must be disposed of before entering the building.

    - Commercial overnight mail (other than U.S. Postal Service Express Mail and Priority Mail) must be sent to 9300 East Hampton Drive, Capitol Heights, MD 20743.

    - U.S. Postal Service first-class, Express, and Priority mail must be addressed to 445 12th Street, SW, Washington DC 20554.

People with Disabilities: To request materials in accessible formats for people with disabilities (Braille, large print, electronic files, audio format), send an e-mail to fcc504@fcc.gov or call the Consumer & Governmental Affairs Bureau at 202-418-0530 (voice), 202-418-0432 (tty).

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[22] *See In the Matter of Special Access Rates for Price Cap Local Exchange Carriers,* Modified Protective Order, 25 FCC Rcd 15168 (2010); *see also In the Matter of Special Access for Price Cap Local Exchange Carriers,* Second Protective Order, 25 FCC Rcd 17725 (2010); *Special Access for Price Cap Local Exchange Carriers,* Letter from Sharon E. Gillett, Chief, Wireline Competition Bureau, to Paul Margie, Wiltshire & Grannis LLP, 26 FCC Rcd 6571 (2011) (supplementing the Second Protective Order).

[23] *See Modified Protective Order*, 25 FCC Rcd at 15170, 15172, paras 5, 14(e); *see also Second Protective Order,* 25 FCC Rcd at 17730, para. 15(e).

The proceeding this Notice initiates shall be treated as a "permit-but-disclose" proceeding in accordance with the Commission's *ex parte* rules.[24] Persons making *ex parte* presentations must file a copy of any written presentation or a memorandum summarizing any oral presentation within two business days after the presentation (unless a different deadline applicable to the Sunshine period applies). Persons making oral *ex parte* presentations are reminded that memoranda summarizing the presentation must (1) list all persons attending or otherwise participating in the meeting at which the *ex parte* presentation was made, and (2) summarize all data presented and arguments made during the presentation. If the presentation consisted in whole or in part of the presentation of data or arguments already reflected in the presenter's written comments, memoranda or other filings in the proceeding, the presenter may provide citations to such data or arguments in his or her prior comments, memoranda, or other filings (specifying the relevant page and/or paragraph numbers where such data or arguments can be found) in lieu of summarizing them in the memorandum. Documents shown or given to Commission staff during *ex parte* meetings are deemed to be written *ex parte* presentations and must be filed consistent with rule 1.1206(b). In proceedings governed by rule 1.49(f) or for which the Commission has made available a method of electronic filing, written *ex parte* presentations and memoranda summarizing oral *ex parte* presentations, and all attachments thereto, must be filed through the electronic comment filing system available for that proceeding, and must be filed in their native format (*e.g.*, .doc, .xml, .ppt, searchable .pdf). Participants in this proceeding should familiarize themselves with the Commission's *ex parte* rules.

For further information, contact Andrew Mulitz of the Pricing Policy Division, Wireline Competition Bureau at (202) 418-1520.

[24] 47 C.F.R. §§ 1.1200 *et seq.*

ATTACHMENT A
LISTED STATISTICAL AREAS[25]

Table 1
Listed Statistical Area Codes & Titles

Code	Title
12060	Atlanta-Sandy Springs-Marietta, GA Metropolitan Statistical Area
16300	Cedar Rapids, IA Metropolitan Statistical Area
16980	Chicago-Joliet-Naperville, IL-IN-WI Metropolitan Statistical Area
17140	Cincinnati-Middletown, OH-KY-IN Metropolitan Statistical Area
19820	Detroit-Warren-Livonia, MI Metropolitan Statistical Area
22180	Fayetteville, NC Metropolitan Statistical Area
24860	Greenville-Mauldin-Easley, SC Metropolitan Statistical Area
27780	Johnstown, PA Metropolitan Statistical Area
29820	Las Vegas-Paradise, NV Metropolitan Statistical Area
30620	Lima, OH Metropolitan Statistical Area
31100	Los Angeles-Long Beach-Santa Ana, CA Metropolitan Statistical Area
31900	Mansfield, OH Metropolitan Statistical Area
33100	Miami-Fort Lauderdale-Pompano Beach, FL Metropolitan Statistical Area
33460	Minneapolis-St. Paul-Bloomington, MN-WI Metropolitan Statistical Area
35380	New Orleans-Metairie-Kenner, LA Metropolitan Statistical Area
35620	New York-Northern New Jersey-Long Island, NY- NJ-PA Metropolitan Statistical Area
36100	Ocala, FL Metropolitan Statistical Area
38060	Phoenix-Mesa-Glendale, AZ Metropolitan Statistical Area
38300	Pittsburgh, PA Metropolitan Statistical Area
38900	Portland-Vancouver-Hillsboro, OR-WA Metropolitan Statistical Area
41940	San Jose-Sunnyvale-Santa Clara, CA Metropolitan Statistical Area
42660	Seattle-Tacoma-Bellevue, WA Metropolitan Statistical Area
47260	Virginia Beach-Norfolk-Newport News, VA-NC Metropolitan Statistical Area
47900	Washington-Arlington-Alexandria, DC-VA-MD-WV Metropolitan Statistical Area

[25] This list is selected from a list of Metropolitan Statistical Areas that are defined by the Office of Management and Budget (OMB) and that are the result of the application of public standards to U.S. Census Bureau data. OMB updates this list periodically. Please consult OMB's website for more information. *See* OFFICE OF MANAGEMENT AND BUDGET, BULLETIN NO. 10-02, UPDATES OF STATISTICAL AREA DEFINITIONS AND GUIDANCE ON THEIR USES (2009), *available at* http://www.whitehouse.gov/omb/assets/bulletins/b10-02.pdf.

Table 2
Listed Statistical Areas with Component Counties

Code	Title with Component Counties and County Equivalents
12060	Atlanta-Sandy Springs-Marietta, GA Metropolitan Statistical Area Barrow County, Bartow County, Butts County, Carroll County, Cherokee County, Clayton County, Cobb County, Coweta County, Dawson County, DeKalb County, Douglas County, Fayette County, Forsyth County, Fulton County, Gwinnett County, Haralson County, Heard County, Henry County, Jasper County, Lamar County, Meriwether County, Newton County, Paulding County, Pickens County, Pike County, Rockdale County, Spalding County, Walton County
16300	Cedar Rapids, IA Metropolitan Statistical Area Benton County, Jones County, Linn County
16980	Chicago-Joliet-Naperville, IL-IN-WI Metropolitan Statistical Area Cook County, IL; DeKalb County, IL; DuPage County, IL; Grundy County, IL; Kane County IL;, Kendall County, IL; McHenry County, IL; Will County, IL; Jasper County, IN; Lake County, IN; Newton County, IN; Porter County, IN; Lake County, IL; Kenosha County, WI
17140	Cincinnati-Middletown, OH-KY-IN Metropolitan Statistical Area Dearborn County, IN; Franklin County, IN; Ohio County, IN; Boone County, KY; Bracken County, KY; Campbell County, KY; Gallatin County, KY; Grant County, KY; Kenton County, KY; Pendleton County, KY; Brown County, OH; Butler County, OH; Clermont County, OH; Hamilton County, OH; Warren County, OH
19820	Detroit-Warren-Livonia, MI Metropolitan Statistical Area Wayne County, Lapeer County, Livingston County, Macomb County, Oakland County, St. Clair County
22180	Fayetteville, NC Metropolitan Statistical Area Cumberland County, Hoke County
24860	Greenville-Mauldin-Easley, SC Metropolitan Statistical Area Greenville County, Laurens County, Pickens County
27780	Johnstown, PA Metropolitan Statistical Area Cambria County
29820	Las Vegas-Paradise, NV Metropolitan Statistical Area Clark County
30620	Lima, OH Metropolitan Statistical Area Allen County
31100	Los Angeles-Long Beach-Santa Ana, CA Metropolitan Statistical Area Los Angeles County, Orange County

31900 Mansfield, OH Metropolitan Statistical Area
Richland County

33100 Miami-Fort Lauderdale-Pompano Beach, FL Metropolitan Statistical Area
Broward County, Miami-Dade County, Palm Beach County

33460 Minneapolis-St. Paul-Bloomington, MN-WI Metropolitan Statistical Area
Anoka County, MN; Carver County, MN; Chisago County, MN; Dakota County, MN; Hennepin County, MN; Isanti County, MN; Ramsey County, MN; Scott County, MN; Sherburne County, MN; Washington County, MN; Wright County, MN; Pierce County, WI; St. Croix County, WI

35380 New Orleans-Metairie-Kenner, LA Metropolitan Statistical Area
Jefferson Parish, Orleans Parish, Plaquemines Parish, St. Bernard Parish, St. Charles Parish, St. John the Baptist Parish, St. Tammany Parish

35620 New York-Northern New Jersey-Long Island, NY-NJ-PA Metropolitan Statistical Area
Middlesex County, NJ; Monmouth County, NJ; Ocean County, NJ; Somerset County, NJ; Nassau County, NY; Suffolk County, NY; Essex County, NJ; Hunterdon County, NJ; Morris County, NJ; Sussex County, NJ; Union County, NJ; Pike County, PA Bergen County, NJ; Hudson County, NJ; Passaic County, NJ; Bronx County, NY; Kings County, NY; New York County, NY; Putnam County, NY; Queens County, NY; Richmond County, NY; Rockland County, NY; Westchester County, NY

36100 Ocala, FL Metropolitan Statistical Area
Marion County

38060 Phoenix-Mesa-Glendale, AZ Metropolitan Statistical Area
Maricopa County, Pinal County

38300 Pittsburgh, PA Metropolitan Statistical Area
Allegheny County, Armstrong County, Beaver County, Butler County, Fayette County, Washington County, Westmoreland County

38900 Portland-Vancouver-Hillsboro, OR-WA Metropolitan Statistical Area
Clackamas County, OR; Columbia County, OR; Multnomah County, OR; Washington County, OR; Yamhill County, OR; Clark County, WA; Skamania County, WA

41940 San Jose-Sunnyvale-Santa Clara, CA Metropolitan Statistical Area
San Benito County, Santa Clara County

42660 Seattle-Tacoma-Bellevue, WA Metropolitan Statistical Area
King County, Snohomish County, Pierce County

47260 Virginia Beach-Norfolk-Newport News, VA-NC Metropolitan Statistical Area

		Currituck County, NC; Gloucester County, VA; Isle of Wight County, VA; James City County, VA; Mathews County, VA; Surry County, VA; York County, VA; Chesapeake city, VA; Hampton city, VA; Newport News city, VA; Norfolk city, VA; Poquoson city, VA; Portsmouth city, VA; Suffolk city, VA; Virginia Beach city, VA; Williamsburg city, VA
47900	Washington-Arlington-Alexandria, DC-VA-MD-WV Metropolitan Statistical Area	
		Frederick County, MD; Montgomery County, MD; District of Columbia, DC; Calvert County, MD; Charles County, MD; Prince George's County, MD; Arlington County, VA; Clarke County, VA; Fairfax County, VA; Fauquier County, VA; Loudoun County, VA; Prince William County, VA; Spotsylvania County, VA; Stafford County, VA; Warren County, VA; Alexandria city, VA; Fairfax city, VA; Falls Church city, VA; Fredericksburg city, VA; Manassas city, VA; Manassas Park city, VA; Jefferson County, WV

ATTACHMENT B

Voluntary Data Request Optional Filing Specification for ILEC Providers

ILEC Revenues (Question III.B.1).

Please provide the information requested below on a national basis.

Table III.B.1.
Record Format for Incumbent LEC Revenues - National

Field Name	Description	Type	Example
ILEC_Name	ILEC Name	Text	PTCA
Nat_Rev_DS1	Total intrastate and interstate *DS1 Revenues*	Currency	
Nat_Rev_DS3	Total intrastate and interstate *DS3 Revenues*	Currency	
Nat_Rev_DS1_Mon	*DS1 Revenues* generated from *One Month Term Only Rates*	Currency	
Nat_Rev_DS3_Mon	*DS3 Revenues* generated from *One Month Term Only Rates*	Currency	
Nat_Rev_DS1_Term_Dis	*DS1 Revenues* generated from *Term Discounts*	Currency	
Nat_Rev_DS3_Term_Dis	*DS3 Revenues* generated from *Term Discounts*	Currency	
Nat_Rev_Tar_Ben	Total *DS1* and *DS3 Revenues* generated from rates charged under *Tariff Benefit Plans*	Currency	
Nat_Rev_DS1_Tar_Ben	*DS1 Revenues* generated from rates charged under *Tariff Benefit Plans*	Currency	
Nat_Rev_DS3_Tar_Ben	*DS3 Revenues* generated from rates charged under *Tariff Benefit Plans*	Currency	
Nat_Rev_Tar_Dis	Total *DS1* and *DS3 Revenues* generated from rates charged under *Tariff Discount Plans*	Currency	
Nat_Rev_DS1_Tar_Dis	*DS1Revenues* generated from rates charged under *Tariff Discount Plans*	Currency	
Nat_Rev_DS3_Tar_Dis	*DS3 Revenues* generated from rates charged under *Tariff Discount Plans*	Currency	
Nat_Rev_Con	Total *DS1* and *DS3 Revenues* generated from rates charged under *Contract-Based Tariffs*	Currency	
Nat_Rev_DS1_Con	*DS1 Revenues* generated from rates charged under *Contract-Based Tariffs*	Currency	
Nat_Rev_DS3_Con	*DS3 Revenues* generated from rates charged under *Contract-Based Tariffs*	Currency	
Explain_Difference	If the sum of subcategories of *Revenues* reported above do not add up to the total *Revenues* reported, plus *Revenues* generated by intrastate *DS1* and *DS3* services, explain why.	Text	
Nat_Rev_Tar_Dis_PPD	Total *DS1* and *DS3 Revenues* generated from rates charged under *Tariff Discount Plans* for *Prior Purchase-Based Discounts*	Currency	
Nat_Rev_DS1_Tar_Dis_PPD	*DS1 Revenues* generated from rates charged under *Tariff Discount Plans* for *Prior Purchase-Based Discounts*	Currency	

Nat_Rev_DS3_Tar_Dis_PPD	*DS3 Revenues* generated from rates charged under *Tariff Discount Plans* for *Prior Purchase-Based Discounts*	Currency
Nat_Rev_DS1_Tar_Dis_PPD_10	*DS1 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Rev_DS1_Tar_Dis_PPD of less than 10%	Currency
Nat_Rev_DS1_Tar_Dis_PPD_20	*DS1 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Rev_DS1_Tar_Dis_PPD, greater than or equal to 10%, but less than 20%	Currency
Nat_Rev_DS1_Tar_Dis_PPD_30	*DS1 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Rev_DS1_Tar_Dis_PPD, greater than or equal to 20%, but less than 30%	Currency
Nat_Rev_DS1_Tar_Dis_PPD_40	*DS1 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Rev_DS1_Tar_Dis_PPD, greater than or equal to 30%, but less than 40%	Currency
Nat_Rev_DS1_Tar_Dis_PPD_50	*DS1 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Rev_DS1_Tar_Dis_PPD, greater than or equal to 40%, but less than 50%	Currency
Nat_Rev_DS1_Tar_Dis_PPD_50Plus	*DS1 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Rev_DS1_Tar_Dis_PPD, greater than or equal to 50%	Currency
Nat_Rev_DS3_Mon_PPD_10	*DS3 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Rev_DS3_Tar_Dis_PPD of less than 10%	Currency
Nat_Rev_DS3_Mon_PPD_20	*DS3 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Rev_DS3_Tar_Dis_PPD, greater than or equal to 10%, but less than 20%	Currency
Nat_Rev_DS3_Mon_PPD_30	*DS3 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Rev_DS3_Tar_Dis_PPD, greater than or equal to 20%, but less than 30%	Currency
Nat_Rev_DS3_Mon_PPD_40	*DS3 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Rev_DS3_Tar_Dis_PPD, greater than or equal to 30%, but less than 40%	Currency
Nat_Rev_DS3_Mon_PPD_50	*DS3 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Rev_DS3_Tar_Dis_PPD, greater than or equal to 40%, but less than 50%	Currency
Nat_Rev_DS3_Mon_PPD_50Plus	*DS3 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Rev_DS3_Tar_Dis_PPD, greater than or equal to 50%	Currency
Nat_Rev_Tar_Dis_Otr	*DS1* and *DS3 Revenues* generated from rates charged under *Tariff Discount Plans* based on discounts other than *Prior Purchase-Based Discounts*	Currency
Nat_Rev_DS1_Tar_Dis_Otr	*DS1 Revenues* generated from rates charged under *Tariff Discount Plans* based on discounts other than *Prior Purchase-Based Discounts*	Currency
Nat_Rev_DS3_Tar_Dis_Otr	*DS3 Revenues* generated from rates charged under *Tariff Discount Plans* based on discounts other than *Prior Purchase-Based Discounts*	Currency
Nat_Rev_DS1_Tar_Dis_Otr_10	*DS1 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Rev_DS1_Tar_Dis_Otr of less than 10%	Currency
Nat_Rev_DS1_Tar_Dis_Otr_20	*DS1 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Rev_DS1_Tar_Dis_Otr, greater than or equal to 10%, but less than 20%	Currency
Nat_Rev_DS1_Tar_Dis_Otr_30	*DS1 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Rev_DS1_Tar_Dis_Otr, greater than or equal to 20%, but less than 30%	Currency

Nat_Rev_DS1_Tar_Dis_Otr_40	*DS1 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Rev_DS1_Tar_Dis_Otr, greater than or equal to 30%, but less than 40%	Currency
Nat_Rev_DS1_Tar_Dis_Otr_50	*DS1 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Rev_DS1_Tar_Dis_Otr, greater than or equal to 40%, but less than 50%	Currency
Nat_Rev_DS1_Tar_Dis_Otr_50Plus	*DS1 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Rev_DS1_Tar_Dis_Otr, greater than or equal to 50%	Currency
Nat_Rev_DS3_Tar_Dis_Otr_10	*DS3 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Rev_DS3_Tar_Dis_Otr of less than 10%	Currency
Nat_Rev_DS3_Tar_Dis_Otr_20	*DS3 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Rev_DS3_Tar_Dis_Otr, greater than or equal to 10%, but less than 20%	Currency
Nat_Rev_DS3_Tar_Dis_Otr_30	*DS3 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Rev_DS3_Tar_Dis_Otr, greater than or equal to 20%, but less than 30%	Currency
Nat_Rev_DS3_Tar_Dis_Otr_40	*DS3 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Rev_DS3_Tar_Dis_Otr, greater than or equal to 30%, but less than 40%	Currency
Nat_Rev_DS3_Tar_Dis_Otr_50	*DS3 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Rev_DS3_Tar_Dis_Otr, greater than or equal to 40%, but less than 50%	Currency
Nat_Rev_DS3_Tar_Dis_Otr_50Plus	*DS3 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Rev_DS3_Tar_Dis_Otr, greater than or equal to 50%	Currency
Nat_Rev_Con_PPD	Total *DS1* and *DS3 Revenues* generated from rates charged under *Contract-Based Tariffs* for *Prior Purchase-Based Discounts*	Currency
Nat_Rev_DS1_Con_PPD	*DS1Revenues* generated from rates charged under *Contract-Based Tariffs* for *Prior Purchase-Based Discounts*	Currency
Nat_Rev_DS3_Con_PPD	*DS3 Revenues* generated from rates charged under *Contract-Based Tariffs* for *Prior Purchase-Based Discounts*	Currency
Nat_Rev_DS1_Con_PPD_10	*DS1 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Rev_DS1_Con_PPD, less than 10%	Currency
Nat_Rev_DS1_Con_PPD_20	*DS1 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Rev_DS1_Con_PPD, greater than or equal to 10%, but less than 20%	Currency
Nat_Rev_DS1_Con_PPD_30	*DS1 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Rev_DS1_Con_PPD, greater than or equal to 20%, but less than 30%	Currency
Nat_Rev_DS1_Con_PPD_40	*DS1 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Rev_DS1_Con_PPD, greater than or equal to 30%, but less than 40%	Currency
Nat_Rev_DS1_Con_PPD_50	*DS1 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Rev_DS1_Con_PPD, greater than or equal to 40%, but less than 50%	Currency
Nat_Rev_DS1_Con_PPD_50Plus	*DS1 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Rev_DS1_Con_PPD, greater than or equal to 50%	Currency
Nat_Rev_DS3_Con_PPD_10	*DS3 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Rev_DS3_Con_PPD, less than 10%	Currency
Nat_Rev_DS3_Con_PPD_20	*DS3 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Rev_DS3_Con_PPD, greater than or equal to 10%, but less than 20%	Currency

Nat_Rev_DS3_Con_PPD_30	*DS3 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Rev_DS3_Con_PPD, greater than or equal to 20%, but less than 30%	Currency
Nat_Rev_DS3_Con_PPD_40	*DS3 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Rev_DS3_Con_PPD, greater than or equal to 30%, but less than 40%	Currency
Nat_Rev_DS3_Con_PPD_50	*DS3 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Rev_DS3_Con_PPD, greater than or equal to 40%, but less than 50%	Currency
Nat_Rev_DS3_Con_PPD_50Plus	*DS3 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Rev_DS3_Con_PPD, greater than or equal to 50%	Currency
Nat_Con_Cond2	*DS1* and *DS3 Revenues* generated from rates charged under *Contract-Based Tariffs* for discounts other than *Prior Purchase-Based Discounts*	Currency
Nat_Con__DS1	*DS1Revenues* generated from rates charged under *Contract-Based Tariffs* for discounts other than *Prior Purchase-Based Discounts*	Currency
Nat_Con__DS3	*DS3 Revenues* generated from rates charged under *Contract-Based Tariffs* for discounts other than *Prior Purchase-Based Discounts*	Currency
Nat_Con__DS1_10	*DS1 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Con_DS1, less than 10%	Currency
Nat_Con__DS1_20	*DS1 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Con_DS1, greater than or equal to 10%, but less than 20%	Currency
Nat_Con__DS1_30	*DS1 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Con_DS1, greater than or equal to 20%, but less than 30%	Currency
Nat_Con__DS1_40	*DS1 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Con_DS1, greater than or equal to 30%, but less than 40%	Currency
Nat_Con__DS1_50	*DS1 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Con_DS1, greater than or equal to 40%, but less than 50%	Currency
Nat_Con__DS1_50Plus	*DS1 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Con_DS1, greater than or equal to 50%	Currency
Nat_Con__DS3_10	*DS3 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Con_DS3, less than 10%	Currency
Nat_Con__DS3_20	*DS3 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Con_DS3, greater than or equal to 10%, but less than 20%	Currency
Nat_Con__DS3_30	*DS3 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Con_DS3, greater than or equal to 20%, but less than 30%	Currency
Nat_Con__DS3_40	*DS3 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Con_DS3, greater than or equal to 30%, but less than 40%	Currency
Nat_Con__DS3_50	*DS3 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Con_DS3, greater than or equal to 40%, but less than 50%	Currency
Nat_Con__DS3_50Plus	*DS3 Revenues* generated from sales made at a discount from the *One Month Term Only Rate* for Nat_Con_DS3, greater than or equal to 50%	Currency
Nat_Rev_PSD	Total *Revenues* generated from sales of *PSDS*	Currency

Nat_Rev_PSD_51Mb	*Revenues* generated from sales of *PSDS* for bandwidth speed of no more than 51.84 Mbps of delivered bandwidth (inclusive of signaling)	Currency
Nat_Rev_PSD_1Gb	*Revenues* generated from sales of *PSDS* for bandwidth speed of greater than 51.84 Mbps and less than 1Gbps of delivered bandwidth (inclusive of signaling)	Currency
Nat_Rev_PSD_1GbPlus	*Revenues* generated from sales of *PSDS* for bandwidth speed of greater than or equal to 1Gbps of delivered bandwidth (inclusive of signaling)	Currency

Data from Price Cap Tariff Review Plan (TRP) (Question III.B.2).

For each study area in which you operate, report the data identified below from TRPs filed in support of rates that took effect on July 1, 2011. If the initial TRP filed in support of the July 1, 2011 rates was revised, report data from the most recently revised TRP filed in support of these rates.

Table III.B.2
Record Format for Data from Price Cap Tariff Review Plan (TRP)

Field Name	Description*	Type	Example
TRP_Filing_Entity	Four-character company study area (COSA) code	Text	PTCA
TRP_Filing_Date	Filing date of the TRP in dd/mm/yyyy format	Date	06/16/2011
Transmittal_Number	Transmittal number of the tariff filing in which the TRP was filed	Integer	451
TRP_File_Name	Name of the Lotus 123 file that your firm submits to the Commission that contains the TRP	Text	PTCAAN11.wk4
Base_Period_DS1_Revenue	*DS1* base period revenues, based on calendar-year (CY) 2010 demand and June 30, 2011 rates reported in your firm's July 1, 2011 TRP	Currency	163,476,859
Base_Period_DS3_Revenue	*DS3* base period revenues, based on CY 2010 demand and June 30, 2011 rates reported in your firm's July 1, 2011 TRP	Currency	56,742,638
DS1_Refunds	Amounts paid or refunded to customers (whether included in your 2011 TRS or not) for *DS1* services listed in the TRP due to network outage, poor service, failure to meet a service level agreement, or other failures, errors or omissions in the service provided.	Currency	3,269,537
DS3_Refunds	Amounts paid or refunded to customers (whether included in your 2011 TRP or not) for *DS3* services listed in the TRP due to network outage, poor service, failure to meet a service level agreement, or other failures, errors or omissions in the service provided.	Currency	1,134,852
DS1_and_DS3_Refunds	Total amounts paid or refunded to customers (whether included in your 2011 TRP or not) for *DS1* and *DS3* services listed in the TRP due to network outage, poor service, failure to meet a service level agreement, or other failures, errors or omissions in the service provided.	Currency	4,404,389
Reported_DS1_Refunds	How much (in dollars) of the amounts of DS1_Refunds (reported above) was reported in the 2011 TRP	Currency	2,942,583
Reported_DS3_Refunds	How much (in dollars) of the amounts of DS3_ Refunds (reported above) was reported in the 2011 TRP	Currency	1,021,367
Reported_DS1_and_DS3_Refunds	How much (in dollars) of the amounts of DS1_Refunds and DS3_ Refunds (reported above) was reported in the 2011 TRP	Currency	3,963,950
DS1_Penalty_Fees	Provide the dollar amounts of the penalty fees (or their equivalent) that purchasers of *DS1* services listed in the TRP paid your firm for disconnecting service, changing the type of service(s) purchased from your firm, *Changing Service Providers,* or other reasons whether or not those penalty fees were included in your company's 2011 TRP	Currency	2,452,152

DS3_Penalty_Fees	Provide the dollar amounts of the penalty fees (or their equivalent) that purchasers of *DS3* services listed in the TRP paid your firm for disconnecting service, changing the type of service(s) purchased from your firm, *Changing Service Providers,* or other reasons whether or not those penalty fees were included in your company's 2011 TRP	Currency	851,139
DS1_and_DS3_Penalty_Fees	Provide the dollar amounts of the penalty fees (or their equivalent) that purchasers of *DS1* and *DS3* services listed in the TRP paid your firm for disconnecting service, changing the type of service(s) purchased from your firm, *Changing Service Providers,* or other reasons whether or not those penalty fees were included in your company's 2011 TRP	Currency	3,303,292
Reported_DS1_Penalty_Fees	DS1 penalty fees in CY 2010 for discontinuing or changing service or for other reasons, as reported in the 2011 TRP	Currency	2,206,937
Reported_DS3_Penalty_Fees	DS3 penalty fees in CY 2010 for discontinuing or changing service or for other reasons, as reported in the 2011 TRP	Integer	766,025
Reported_DS1_and_DS3_Penalty_Fees	DS1 and DS3 penalty fees in CY 2010 for discontinuing or changing service or for other reasons, as reported in the 2011 TRP	Integer	2,972,962

* See the instructions in this public notice for a detailed description of these requested data.

Collocation (Question III.B.3.a and b)

Provide the information requested below related to the *Phase I* and *Phase II Pricing Flexibility* triggers described in 47 C.F.R. §69.711. With the exception of III.B.3.b.iii-iv, please provide information as of the default time period of calendar-year 2010 as per instruction II.1. of this Public Notice.

Table III.B.3.a.
Record Format for Incumbent LEC Collocations by Metropolitan Statistical Area (MSA)

Field Name	Description	Type	Example
ID	Sequential record number	Integer	1
MSA_Name	*MSA* Name	Text	Washington-Arlington-Alexandria, DC-VA-MD-WV
MSA_Num	*MSA* Number	Integer	47900
Price_Flex_Status	Whether the *MSA* has *Phase I* or *Phase II Pricing Flexibility,* or is exclusively a price cap *MSA* (1= Phase I; 2= Phase II; 3= Exclusively Price Cap)	Integer	
MSA_Rev_Cha_Term	Total revenues earned for all wire centers in the *MSA* from sales of channel terminations	Currency	$12,345.67

Table III.B.3.b.
Record Format for Incumbent LEC Collocations by Wire Center (WC)

Field Name	Description	Type	Example
ID	Sequential record number	Integer	1
CLLI	Telcordia-specified eight-character CLLI	Alphanumeric	ARTNVAAR
Date_Colo_Data	The date of the revenue and collocator data above (number and name of collocators)	Date	March 31, 2001
MSA_Num	*MSA* Number	Integer	47900
Street_address	Actual situs (*i.e.,* land were building is located) address of the collocation site	Text	1025 N Irving ST
Building_number	Building number of address	Text	1025
Prefix_direction	Prefix direction of address	Text	N
Street_name	Street name of address	Text	Irving
Street_type	Street type of address	Text	St
Suffix_direction	Suffix direction of address	Text	
City	City of address	Text	Arlington
State	Two-letter state postal abbreviation of address	Text	VA
ZIP	5-digit ZIP code (with leading zeros) of address	Text	22201
ZIP4	4-digit add-on code (with leading zeros) of address	Text	0005
Lat	Latitude to 5 decimal places	Float	38.88498
Long	Longitude to 5 decimal places	Float	-77.09634
WC_Rev_Cha_Term	Total *Revenues* earned for wire center from sales of channel terminations	Currency	$12,345.67
WC_Num_Colo_Transport	Number of *Collocators* in wire center using transport facilities owned by a transport provider other than the price cap LEC to transport traffic from that wire center (as of Dec. 31, 2010)	Integer	
WC_Num_Colo_Other	Number of *Collocators* in wire center not included in Num_Colo_Transport (as of Dec. 31, 2010)	Integer	
WC_Colo_Transport_1	Name of *Collocator* using LEC transport (reported in Num_Colo_Transport above	Text	
WC_Colo_Transport_2	Name of *Collocator* using LEC transport (reported in Num_Colo_Transport above	Text	
WC_Colo_Transport_3	Name of *Collocator* using LEC transport (reported in Num_Colo_Transport above	Text	
WC_Colo_Transport_4	Name of *Collocator* using LEC transport (reported in Num_Colo_Transport above	Text	
Add additional variables in same naming convention as needed			
WC_Colo_Date	Date of collocation data submitted in response to question WC_Num_Colo_Transport and following	Date	

ATTACHMENT C

Voluntary Data Request Optional Filing Specification for CLEC Providers

CLEC Revenues for DS1s/DS3s, and PSDS (Question III.C.4 and III.C.5).
For the categories listed, please provide the information requested below, on a national basis.

Table III.C.4.
Record Format for Competitive LEC Revenues - National

Field Name	Description	Type	Example
Name	CLEC Name	Text	Sprint
Nat_Rev_DS1	Total *DS1 Revenues*	Currency	
Nat_Rev_DS3	Total *DS3 Revenues*	Currency	
Nat_Rev_PPD	Total *Revenues* generated from sales, based on *Prior Purchase-Based Discounts* of *DS1* and *DS3* services	Currency	
Nat_Rev_DS1_PPD	Total *DS1 Revenues* generated from sales, based on *Prior Purchase-Based Discounts*	Currency	
Nat_Rev_DS3_PPD	Total *DS3 Revenues* generated from sales, based on *Prior Purchase-Based Discounts*	Currency	
Nat_Rev_DS1_DS3_PPD_10	Of the total for *DS1* and *DS3* (reported in Nat_Rev_PPD above), *Revenues* generated from sales made at a discount from your firm's non-reduced prices of less than 10%	Currency	
Nat_Rev_DS1_PPD_10	Of the total for *DS1* (reported in Nat_Rev_DS1_PPD above), *Revenues* generated from sales made at a discount from your firm's non-reduced prices of less than 10%	Currency	
Nat_Rev_DS3_PPD_10	Of the total for *DS3* (reported in Nat_Rev_DS3_PPD above), *Revenues* generated from sales made at a discount from your firm's non-reduced prices of less than 10%	Currency	
Nat_Rev_DS1_DS3_PPD_20	Of the total for *DS1* and *DS3* (reported in Nat_Rev_PPD above), *Revenues* generated from sales made at a discount from your firm's non-reduced prices of greater than or equal to 10%, but less than 20%	Currency	
Nat_Rev_DS1_PPD_20	Of the total for *DS1* (reported in Nat_Rev_DS1_PPD above), *Revenues* generated from sales made at a discount from your firm's non-reduced prices of greater than or equal to 10%, but less than 20%	Currency	
Nat_Rev_DS3_PPD_20	Of the total for *DS3* (reported in Nat_Rev_DS3_PPD above), *Revenues* generated from sales made at a discount from your firm's non-reduced prices of greater than or equal to 10%, but less than 20%	Currency	
Nat_Rev_DS1_DS3_PPD_30	Of the total for *DS1* and *DS3* (reported in Nat_Rev_PPD above), *Revenues* generated from sales made at a discount from your firm's non-reduced prices of greater than or equal to 20%, but less than 30%	Currency	

Nat_Rev_DS1_PPD_30	Of the total for *DS1* (reported in Nat_Rev_DS1_PPD above), *Revenues* generated from sales made at a discount from your firm's non-reduced prices of greater than or equal to 20%, but less than 30%	Currency
Nat_Rev_DS3_PPD_30	Of the total for *DS3* (reported in Nat_Rev_DS3_PPD above), *Revenues* generated from sales made at a discount from your firm's non-reduced prices of greater than or equal to 20%, but less than 30%	Currency
Nat_Rev_DS1_DS3_PPD_40	Of the total for *DS1* and *DS3* (reported in Nat_Rev_PPD above), *Revenues* generated from sales made at a discount from your firm's non-reduced prices of greater than or equal to 30%, but less than 40%	Currency
Nat_Rev_DS1_PPD_40	Of the total for *DS1* (reported in Nat_Rev_DS1_PPD above), *Revenues* generated from sales made at a discount from your firm's non-reduced prices of greater than or equal to 30%, but less than 40%	Currency
Nat_Rev_DS3_PPD_40	Of the total for *DS3* (reported in Nat_Rev_DS3_PPD above), *Revenues* generated from sales made at a discount from your firm's non-reduced prices of greater than or equal to 30%, but less than 40%	Currency
Nat_Rev_DS1_DS3_PPD_50	Of the total for *DS1* and *DS3* (reported in Nat_Rev_PPD above), *Revenues* generated from sales made at a discount from your firm's non-reduced prices of greater than or equal to 40%, but less than 50%	Currency
Nat_Rev_DS1_PPD_50	Of the total for *DS1* (reported in Nat_Rev_DS1_PPD above), *Revenues* generated from sales made at a discount from your firm's non-reduced prices of greater than or equal to 40%, but less than 50%	Currency
Nat_Rev_DS3_PPD_50	Of the total for *DS3* (reported in Nat_Rev_DS3_PPD above), *Revenues* generated from sales made at a discount from your firm's non-reduced prices of greater than or equal to 40%, but less than 50%	Currency
Nat_Rev_DS1_DS3_PPD_50plus	Of the total for *DS1* and *DS3* (reported in Nat_Rev_PPD above), *Revenues* generated from sales made at a discount from your firm's non-reduced prices of greater than or equal to 50%	Currency
Nat_Rev_DS1_PPD_50plus	Of the total for *DS1* (reported in Nat_Rev_DS1_PPD above), *Revenues* generated from sales made at a discount from your firm's non-reduced prices of greater than or equal to 50%	Currency
Nat_Rev_DS3_PPD_50plus	Of the total for *DS3* (reported in Nat_Rev_DS3_PPD above), *Revenues* generated from sales made at a discount from your firm's non-reduced prices of greater than or equal to 50%	Currency
Nat_Rev_DS1_DS3_OTH	Total *Revenues* generated from sales, based on discounts other than *Prior Purchase-Based Discounts* of *DS1* and *DS3* services	Currency
Nat_Rev_DS1_OTH	Total *DS1 Revenues* generated from sales, based on discounts other than *Prior Purchase-*	Currency

	Based Discounts	
Nat_Rev_DS3_OTH	Total *DS3 Revenues* generated from sales, based on discounts other than *Prior Purchase-Based Discounts*	Currency
Nat_Rev_DS1_DS3_OTH_10	Of the total for *DS1* and *DS3* (reported in Nat_Rev_DS1_DS3_OTH above), *Revenues* generated from sales made at a discount (other than *Prior Purchase-Based Discounts)* from your firm's non-reduced prices of less than 10%	Currency
Nat_Rev_DS1_OTH_10	Of the total for *DS1* (reported in Nat_Rev_DS1_OTH above), *Revenues* generated from sales made at a discount (other than *Prior Purchase-Based Discounts)* from your firm's non-reduced prices of less than 10%	Currency
Nat_Rev_DS3_OTH_10	Of the total for *DS3* (reported in Nat_Rev_DS3_OTH above), *Revenues* generated from sales made at a discount (other than *Prior Purchase-Based Discounts)* from your firm's non-reduced prices of less than 10%	Currency
Nat_Rev_DS1_DS3_OTH_20	Of the total for *DS1* and *DS3* (reported in Nat_Rev_DS1_DS3_OTH above), *Revenues* generated from sales made at a discount (other than *Prior Purchase-Based Discounts)* from your firm's non-reduced prices of greater than or equal to 10%, but less than 20%	Currency
Nat_Rev_DS1_OTH_20	Of the total for *DS1* (reported in Nat_Rev_DS1_OTH above), *Revenues* generated from sales made at a discount (other than *Prior Purchase-Based Discounts)* from your firm's non-reduced prices of greater than or equal to 10%, but less than 20%	Currency
Nat_Rev_DS3_OTH_20	Of the total for *DS3* (reported in Nat_Rev_DS3_OTH above), *Revenues* generated from sales made at a discount (other than *Prior Purchase-Based Discounts)* from your firm's non-reduced prices of greater than or equal to 10%, but less than 20%	Currency
Nat_Rev_DS1_DS3_OTH_30	Of the total for *DS1* and *DS3* (reported in Nat_Rev_DS1_DS3_OTH above), *Revenues* generated from sales made at a discount (other than *Prior Purchase-Based Discounts)* from your firm's non-reduced prices of greater than or equal to 20%, but less than 30%	Currency
Nat_Rev_DS1_OTH_30	Of the total for *DS1* (reported in Nat_Rev_DS1_OTH above), *Revenues* generated from sales made at a discount (other than *Prior Purchase-Based Discounts)* from your firm's non-reduced prices of greater than or equal to 20%, but less than 30%	Currency
Nat_Rev_DS3_OTH_30	Of the total for *DS3* (reported in Nat_Rev_DS3_OTH above), *Revenues* generated from sales made at a discount (other than *Prior Purchase-Based Discounts)* from your firm's non-reduced prices of greater than or equal to 20%, but less than 30%	Currency
Nat_Rev_DS1_DS3_OTH_40	Of the total for *DS1* and *DS3* (reported in Nat_Rev_DS1_DS3_OTH above), *Revenues*	Currency

	generated from sales made at a discount (other than *Prior Purchase-Based Discounts)* from your firm's non-reduced prices of greater than or equal to 30%, but less than 40%	
Nat_Rev_DS1_OTH_40	Of the total for *DS1* (reported in Nat_Rev_DS1_OTH above), *Revenues* generated from sales made at a discount (other than *Prior Purchase-Based Discounts)* from your firm's non-reduced prices of greater than or equal to 30%, but less than 40%	Currency
Nat_Rev_DS3_OTH_40	Of the total for *DS3* (reported in Nat_Rev_DS3_OTH above), *Revenues* generated from sales made at a discount (other than *Prior Purchase-Based Discounts)* from your firm's non-reduced prices of greater than or equal to 30%, but less than 40%	Currency
Nat_Rev_DS1_DS3_OTH_50	Of the total for *DS1* and *DS3* (reported in Nat_Rev_DS1_DS3_OTH above), *Revenues* generated from sales made at a discount (other than *Prior Purchase-Based Discounts)* from your firm's non-reduced prices of greater than or equal to 40%, but less than 50%	Currency
Nat_Rev_DS1_OTH_50	Of the total for *DS1* (reported in Nat_Rev_DS1_OTH above), *Revenues* generated from sales made at a discount (other than *Prior Purchase-Based Discounts)* from your firm's non-reduced prices of greater than or equal to 40%, but less than 50%	Currency
Nat_Rev_DS3_OTH_50	Of the total for *DS3* (reported in Nat_Rev_DS3_OTH above), *Revenues* generated from sales made at a discount (other than *Prior Purchase-Based Discounts)* from your firm's non-reduced prices of greater than or equal to 40%, but less than 50%	Currency
Nat_Rev_DS1_DS3_OTH_50plus	Of the total for *DS1* and *DS3* (reported in Nat_Rev_DS1_DS3_OTH above), *Revenues* generated from sales made at a discount (other than *Prior Purchase-Based Discounts)* from your firm's non-reduced prices of greater than or equal to 50%	Currency
Nat_Rev_DS1_OTH_50plus	Of the total for *DS1* (reported in Nat_Rev_DS1_OTH above), *Revenues* generated from sales made at a discount (other than *Prior Purchase-Based Discounts)* from your firm's non-reduced prices of greater than or equal to 50%	Currency
Nat_Rev_DS3_OTH_50plus	Of the total for *DS3* (reported in Nat_Rev_DS3_OTH above), *Revenues* generated from sales made at a discount (other than *Prior Purchase-Based Discounts)* from your firm's non-reduced prices of greater than or equal to 50%	Currency
Nat_Rev_PSDS	Total *Revenues* of *PSDS*	Currency
Nat_Rev_PSDS_51Mb	*Revenues* generated from sales of *PSDS* for bandwidth speed of no more than 51.84 Mbps of delivered bandwidth (inclusive of signaling)	Currency
Nat_Rev_PSDS_1Gb	*Revenues* generated from sales of *PSDS* for bandwidth speed of greater than 51.84 Mbps and less than 1Gbps of delivered bandwidth (inclusive of signaling)	Currency

Nat_Rev_PSDS_1GbPlus	*Revenues* generated from sales of *PSDS* for bandwidth speed of greater than or equal to 1Gbps of delivered bandwidth (inclusive of signaling)	Currency

ATTACHMENT D

Voluntary Data Request Optional Filing Specification for All Purchasers

Prices (Question III.D.1).
For DS1s and DS3s sold as unbundled network elements (UNEs) and non-UNEs, as well as all *PSDS,* submit the following information by rate element by circuit billed in each *LSA* for each month from January 1, 2008 through December 31, 2010.

Table III.D.1: Monthly Billing Data for DS1, DS3 and PSDS Special Access Circuits by Circuit and Rate Element

Field Name	Description	Type	Example
Date	Closing date of the monthly billing cycle in dd/mm/yyyy format	Date	6/30/2011
Vendor_OCN	Four-digit operating company number of the vendor from Telcordia's Local Exchange Routing Guide	Text	9329
Vendor_Name	Operating company name of the vendor from Telcordia's Local Exchange Routing Guide	Text	Ameritech Illinois
Circuit_ID	Circuit identifier common to all rate elements purchased in common for a particular circuit.	Text	HHH555XYZ
Circuit_Type	Type of circuit (*DS1*, *DS3*, *DS1*-UNE, *DS3*-UNE, or *PSDS*. Enter *DS1* for packages of *DS1*s and *DS3* for packages of *DS3*s).	Text	DS1
Bandwidth	For *PSDS* circuits, enter the bandwidth of the circuit (e.g., CIR) in Gbps. For DSn services, enter the bandwidth of the circuit in terms of the number of *DS1*s or *DS3*s.	Integer	1
State	Two-letter postal code for the state	Text	IL
LATA	Local access transport area	Integer	358
Jurisdiction	1=Intrastate intralata; 2=Intrastate interlata; 3=Interstate intralata; 4=Interstate interlata	Integer	1
Regime	Regulatory regime for the *MSA*: 1=Price cap; 2=Pricing flexibility I; 3=Pricing flexibility II	Integer	2
MRP1	Serving wire center / mileage rating point CLLI for one end of the circuit	Text	CHCGILCL
MRP2	Serving wire center / mileage rating point CLLI for the other end of the circuit	Text	JOLTILJO
MRP_Type	End of the circuit (1=MRP1 or 2=MRP2) associated with this rate element. Enter 0 if the rate element cannot be attributed to only one end of the circuit.	Integer	0
Item_Code	Billing / USOC code for rate element	Text	1YZXD
Item_Code_Description	Brief description of rate element Please choose one of the following possible entries: "Alternate serving switch" "Channel mileage facility" "Channel mileage termination" "Channel mileage" "Channel termination" "Class of service - Committed information rate" "Clear channel capability" "Cross-connection" "Customer port connection" "Direct LEC additional mileage"	Text	Channel Mileage

	"Interoffice channel mileage" "Local distribution channel" "Multiplexing" "Multiplexer cross-connection" "Port" "Regenerator" "Special access line" "Special transport facility" "Special transport termination"		
Item_Code_Desc_Other	If the rate element does not match any of the possible entries for Column N, please provide a brief description of the rate element	Text	
Zone	Density pricing zone for the rate element (If not applicable, enter "9")	Integer	4
Quantity	Number of billed units for this rate element	Integer	34
Initial_NRC	Non-recurring $ charges billed for the first unit of this rate element	Float	0
Unit_NRC	Non-recurring $ charges billed for additional units of this rate element	Float	0
Initial_MRC	Monthly recurring $ charge (MRC) for the first unit billed	Float	17.7
Unit_MRC	Monthly recurring $ charge (MRC) for additional units billed (if different from the amount billed for the initial unit)	Float	0
Billed	Total monthly $ amount billed for the rate element including all discounts and penalties	Float	507.3
Adjustment_ID	Unique ID number (from Part 2) for the billing adjustment / true-up affecting this rate element. Enter 0 if there are no discounts or penalties that occur outside the monthly billing cycle affecting this rate element.	Integer	1
Term	Length of time (term) commitment associated with this circuit (months).	Integer	36
Volume_Commitment	Indicator variable showing whether this circuit contributes to a volume commitment (1=Yes; 0=No)	Integer	0
Revenue_Commitment	Indicator variable showing whether this circuit contributes to a revenue commitment in a *Tariff Discount Plan* (1=Yes; 0=No)	Integer	0
Offer	Indicator variable showing whether this circuit was purchased out of a *Contract-Based Tariff* (1=Yes; 0=No)	Integer	0
Fallow	Indicator variable showing whether this circuit is in use (2=Don't Know; 1=Yes; 0=No)	Integer	0

Prices (Question III.D.2)
For each adjustment or true-up (including credits for meeting or penalties for not meeting contractual obligations) to billed DS1 or DS3 rate elements purchased in each *LSA*, provide the following information below.

Table III.D.2: Billing Adjustment Data for DS1, DS3 and PSDS Special Access Circuits by Circuit

Field Name	Description	Type	Example
Adjustment_ID	Unique ID number for the billing adjustment or true-up	Integer	1
Date_from	Beginning date of adjustment period (or true-up) in dd/mm/yyyy format	Date	1/1/2011
Date_to	Ending date of adjustment period (or true-up) in dd/mm/yyyy format	Date	6/30/2011
Adjustment	Dollar amount of billing adjustment (or true-up). Any increase in the amount owed to the vendor (e.g., penalty) should be a positive number while any decrease in the amount owned to the vendor (e.g., discount or rebate) should be a negative number.	Float	-100

Circuits Purchased (Question III.D.3).
State how many *DS1* and/or *DS3* circuits your firm has purchased from ILECs, if applicable, in accordance with the categories below.

Table III.D.3
Record Format for Circuits Purchased from ILECs

Field Name	Description	Type	Example
Name	Purchaser Name	Text	Sprint Nextel
Nat_Cir_*DS1*	Total interstate and intrastate *DS1* circuits purchased	Integer	
Nat_Cir_*DS3*	Total interstate and intrastate *DS3* circuits purchased	Integer	
Nat_Cir_ *DS1*_OMTOR	*DS1* circuits purchased at *One Month Term Only Rat*es	Integer	
Nat_Cir _*DS3*_OMTOR	*DS3* circuits purchased at *One Month Term Only Rates*	Integer	
Nat_Cir_*DS1*_Term	*DS1* circuits purchased under *Term Discounts*	Integer	
Nat_Cir _*DS3*_Term	*DS3* circuits purchased under *Term Discounts*	Integer	
Nat_Cir _*DS1*_Tar_Dis	*DS1* circuits purchased under *Tariff Discount Plans*	Integer	
Nat_Cir_*DS3*_Tar_Dis	*DS3* circuits purchased under *Tariff Discount Plans*	Integer	
Nat_Cir_*DS1*_Tar_Ben	*DS1* circuits purchased under *Tariff Benefit Plans*	Integer	
Nat_Cir _*DS3*_Tar_Ben	*DS3* circuits purchased under *Tariff Benefit Plans*	Integer	
Nat_Cir_ *DS1*_ Con	*DS1* circuits purchased under *Contract-Based Tariffs*	Integer	
Nat_Cir _*DS3*_Con	*DS3* circuits purchased under *Contract-Based Tariffs*	Integer	
Exp_Diff	If the sum of the subcategories reported above, plus intrastate *DS1* and *DS3* circuits, do not add up to the totals in Nat_Cir_*DS1* and Nat_Cir_*DS3*, explain why.	Text	
Nat_Cir_Tar_Dis_PPD	Total *DS1* and *DS3* circuits purchased through *Tariff Discount Plans* at *Prior Purchase-Based Discounts*	Integer	
Nat_Cir_*DS1*_Tar_Dis_PPD	*DS1* circuits purchased through *Tariff Discount Plans* at *Prior Purchase-Based Discounts*	Integer	
Nat_Cir_*DS3*_Tar_Dis_PPD	*DS3* circuits purchased through *Tariff Discount Plans* at *Prior Purchase-Based Discounts*	Integer	
Nat_Cir_Tar_Dis_PPD_10	Total *DS1* and *DS3* circuits purchased through *Tariff Discount Plans* at *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of less than 10%	Integer	
Nat_Cir_*DS1*_Tar_Dis_PPD_10	*DS1* circuits purchased through *Tariff Discount Plans* at *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of less than 10%	Integer	
Nat_Cir_*DS3*_Tar_Dis_PPD_10	*DS3* circuits purchased through *Tariff Discount Plans* at *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of less than 10%	Integer	
Nat_Cir_Tar_Dis_PPD_20	Total *DS1* and *DS3* circuits purchased through *Tariff Discount Plans* at *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of greater than or equal to 10%, but less than 20%	Integer	
Nat_Cir_*DS1*_Tar_Dis_PPD_20	*DS1* circuits purchased through *Tariff Discount Plans* at *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of greater than or equal to 10%, but less than 20%	Integer	
Nat_Cir_*DS3*_Tar_Dis_PPD_20	*DS3* circuits purchased through *Tariff Discount Plans* at *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of greater than or equal to 10%, but less than 20%	Integer	

Nat_Cir_Tar_Dis_PPD_30	Total *DS1* and *DS3* circuits purchased through *Tariff Discount Plans* at *Prior Purchase-Based Discounts* at a discount from the *One Month Term Only Rate* of greater than or equal to 20%, but less than 30%	Integer
Nat_Cir_*DS1*_Tar_Dis_PPD_30	*DS1* circuits purchased through *Tariff Discount Plans* at *Prior Purchase-Based Discounts* at a discount from the *One Month Term Only Rate* of greater than or equal to 20%, but less than 30%	Integer
Nat_Cir_*DS3*_Tar_Dis_PPD_30	*DS3* circuits purchased through *Tariff Discount Plans* at *Prior Purchase-Based Discounts,* at a discount from the *One Month Term Only Rate* of greater than or equal to 20%, but less than 30%	Integer
Nat_Cir_Tar_Dis_PPD_40	Total *DS1* and *DS3* circuits purchased through *Tariff Discount Plans* at *Prior Purchase-Based Discounts,* at a discount from the *One Month Term Only Rate* of greater than or equal to 30%, but less than 40%	Integer
Nat_Cir_*DS1*_Tar_Dis_PPD_40	*DS1* circuits purchased through *Tariff Discount Plans* at *Prior Purchase-Based Discounts,* at a discount from the *One Month Term Only Rate* of greater than or equal to 30%, but less than 40%	Integer
Nat_Cir_*DS3*_Tar_Dis_PPD_40	*DS3* circuits purchased through *Tariff Discount Plans* at *Prior Purchase-Based Discounts,* at a discount from the *One Month Term Only Rate* of greater than or equal to 30%, but less than 40%	Integer
Nat_Cir_Tar_Dis_PPD_50	Total *DS1* and *DS3* circuits purchased through *Tariff Discount Plans* at *Prior Purchase-Based Discounts* at a discount from the *One Month Term Only Rate* of greater than or equal to 40%, but less than 50%	Integer
Nat_Cir_*DS1*_Tar_Dis_PPD_50	*DS1* circuits purchased through *Tariff Discount Plans* at *Prior Purchase-Based Discounts,* at a discount from the *One Month Term Only Rate* of greater than or equal to 40%, but less than 50%	Integer
Nat_Cir_*DS3*_Tar_Dis_PPD_50	*DS3* circuits purchased through *Tariff Discount Plans* at *Prior Purchase-Based Discount*s, at a discount from the *One Month Term Only Rate* of greater than or equal to 40%, but less than 50%	Integer
Nat_Cir_Tar_Dis_PPD_50Plus	Total *DS1* and *DS3* circuits purchased through *Tariff Discount Plans* at *Prior Purchase-Based Discounts,* at a discount from the *One Month Term Only Rate* of greater than or equal to 50%	Integer
Nat_Cir_*DS1*_Tar_Dis_PPD_50Plus	*DS1* circuits purchased through *Tariff Discount Plans* at *Prior Purchase-Based Discounts,* at a discount from the *One Month Term Only Rate* of greater than or equal to 50%	Integer
Nat_Cir_*DS3*_Tar_Dis_PPD_50Plus	*DS3* circuits purchased through *Tariff Discount Plans* at *Prior Purchase-Based Discounts,* at a discount from the *One Month Term Only Rate* of greater than or equal to 50%	Integer
Nat_Cir_Tar_Dis_Otr	Total *DS1* and *DS3* circuits purchased through *Tariff Discount Plans* at discounts other than *Prior Purchase-Based Discounts*	Integer
Nat_Cir_*DS1*_Tar_Dis_Otr	*DS1* circuits purchased through *Tariff Discount Plans* at discounts other than *Prior Purchase-Based Discounts*	Integer
Nat_Cir_*DS3*_Tar_Dis_Otr	*DS3* circuits purchased through *Tariff Discount Plans* at discounts other than *Prior Purchase-Based Discounts*	Integer
Nat_Cir_Tar_Dis_Otr_10	Total *DS1* and *DS3* circuits purchased through *Tariff Discount Plans* at discounts, other than *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of less than 10%	Integer
Nat_Cir_*DS1*_Tar_Dis_Otr_10	*DS1* circuits purchased through *Tariff Discount Plans* at discounts, other than *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of less than 10%	Integer
Nat_Cir_*DS3*_Tar_Dis_Otr_10	*DS3* circuits purchased through *Tariff Discount Plans* at discounts, other than *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of less than 10%	Integer

Nat_Cir_Tar_Dis_Otr_20	Total *DS1* and *DS3* circuits purchased through *Tariff Discount Plans* at discounts, other than *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of greater than or equal to 10%, but less than 20%	Integer
Nat_Cir_*DS1*_Tar_Dis_Otr_20	*DS1* circuits purchased through *Tariff Discount Plans* at discounts, other than *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of greater than or equal to 10%, but less than 20%	Integer
Nat_Cir_*DS3*_Tar_Dis_Otr_20	*DS3* circuits purchased through *Tariff Discount Plans* at discounts, other than *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of greater than or equal to 10%, but less than 20%	Integer
Nat_Cir_Tar_Dis_Otr_30	Total *DS1* and *DS3* circuits purchased through *Tariff Discount Plans* at discounts, other than *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of greater than or equal to 20%, but less than 30%	Integer
Nat_Cir_*DS1*_Tar_Dis_Otr_30	*DS1* circuits purchased through *Tariff Discount Plans* at discounts, other than *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of greater than or equal to 20%, but less than 30%	Integer
Nat_Cir_*DS3*_Tar_Dis_Otr_30	*DS3* circuits purchased through *Tariff Discount Plans* at discounts, other than *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of greater than or equal to 20%, but less than 30%	Integer
Nat_Cir_Tar_Dis_Otr_40	Total *DS1* and *DS3* circuits purchased through *Tariff Discount Plans* at discounts, other than *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of greater than or equal to 30%, but less than 40%	Integer
Nat_Cir_*DS1*_Tar_Dis_PPD_40	*DS1* circuits purchased through *Tariff Discount Plans* at discounts, other than *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of greater than or equal to 30%, but less than 40%	Integer
Nat_Cir_*DS3*_Tar_Dis_Otr_40	*DS3* circuits purchased through *Tariff Discount Plans* at discounts, other than *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of greater than or equal to 30%, but less than 40%	Integer
Nat_Cir_Tar_Dis_Otr_50	Total *DS1* and *DS3* circuits purchased through *Tariff Discount Plans* at discounts, other than *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of greater than or equal to 40%, but less than 50%	Integer
Nat_Cir_*DS1*_Tar_Dis_Otr_50	*DS1* circuits purchased through *Tariff Discount Plans* at discounts, other than *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of greater than or equal to 40%, but less than 50%	Integer
Nat_Cir_*DS3*_Tar_Dis_Otr_50	*DS3* circuits purchased through *Tariff Discount Plans* at discounts, other than *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of greater than or equal to 40%, but less than 50%	Integer
Nat_Cir_Tar_Dis_Otr_50Plus	Total *DS1* and *DS3* circuits purchased through *Tariff Discount Plans* at discounts, other than *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of greater than or equal to 50%	Integer
Nat_Cir_*DS1*_Tar_Dis_Otr_50Plus	*DS1* circuits purchased through *Tariff Discount Plans* at discounts, other than *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of greater than or equal to 50%	Integer
Nat_Cir_*DS3*_Tar_Dis_Otr_50Plus	*DS3* circuits purchased through *Tariff Discount Plans* at discounts, other than *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of greater than or equal to 50%	Integer
Nat_Cir_Con_PPD	Total *DS1* and *DS3* circuits purchased through *Contract-Based Tariffs* at *Prior Purchase-Based Discounts*	Integer
Nat_Cir_*DS1*_Con_PPD	*DS1* circuits purchased through *Contract-Based Tariffs* at *Prior Purchase-Based Discounts*	Integer
Nat_Cir_*DS3*_Con_PPD	*DS3* circuits purchased through *Contract-Based Tariffs* at *Prior Purchase-Based Discounts*	Integer

Nat_Cir_Con_PPD_10	Total *DS1* and *DS3* circuits purchased through *Contract-Based Tariffs* at *Prior Purchase-Based Discounts,* at a discount from the *One Month Term Only Rate* of less than 10%	Integer
Nat_Cir_*DS1*_Con_PPD_10	*DS1* circuits purchased through *Contract-Based Tariffs* at *Prior Purchase-Based Discounts,* at a discount from the *One Month Term Only Rate* of less than 10%	Integer
Nat_Cir_*DS3*_Con_PPD_10	*DS3* circuits purchased through *Contract-Based Tariffs* at *Prior Purchase-Based Discounts,* at a discount from the *One Month Term Only Rate* of less than 10%	Integer
Nat_Cir_Con_PPD_20	Total *DS1* and *DS3* circuits purchased through *Contract-Based Tariffs* at *Prior Purchase-Based Discounts,* at a discount from the *One Month Term Only Rate* of greater than or equal to 10%, but less than 20%	Integer
Nat_Cir_*DS1*_Con_PPD_20	*DS1* circuits purchased through *Contract-Based Tariffs* at *Prior Purchase-Based Discounts,* at a discount from the *One Month Term Only Rate* of greater than or equal to 10%, but less than 20%	Integer
Nat_Cir_*DS3*_Con_PPD_20	*DS3* circuits purchased through *Contract-Based Tariffs* at *Prior Purchase-Based Discounts,* at a discount from the *One Month Term Only Rate* of greater than or equal to 10%, but less than 20%	Integer
Nat_Cir_Con_PPD_30	Total *DS1* and *DS3* circuits purchased through *Contract-Based Tariffs* at *Prior Purchase-Based Discounts,* at a discount from the *One Month Term Only Rate* of greater than or equal to 20%, but less than 30%	Integer
Nat_Cir_*DS1*_Con_PPD_30	*DS1* circuits purchased through *Contract-Based Tariffs* at *Prior Purchase-Based Discounts,* at a discount from the *One Month Term Only Rate* of greater than or equal to 20%, but less than 30%	Integer
Nat_Cir_*DS3*_Con_PPD_30	*DS3* circuits purchased through *Contract-Based Tariffs* at *Prior Purchase-Based Discounts,* at a discount from the *One Month Term Only Rate* of greater than or equal to 20%, but less than 30%	Integer
Nat_Cir_Con_PPD_40	Total *DS1* and *DS3* circuits purchased through *Contract-Based Tariffs* at *Prior Purchase-Based Discounts,* at a discount from the *One Month Term Only Rate* of greater than or equal to 30%, but less than 40%	Integer
Nat_Cir_*DS1*_Con_PPD_40	*DS1* circuits purchased through *Contract-Based Tariffs* at *Prior Purchase-Based Discounts,* at a discount from the *One Month Term Only Rate* of greater than or equal to 30%, but less than 40%	Integer
Nat_Cir_*DS3*_Con_PPD_40	*DS3* circuits purchased through *Contract-Based Tariffs* at *Prior Purchase-Based Discounts,* at a discount from the *One Month Term Only Rate* of greater than or equal to 30%, but less than 40%	Integer
Nat_Cir_Con_PPD_50	Total *DS1* and *DS3* circuits purchased through *Contract-Based Tariffs*at *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of greater than or equal to 40%, but less than 50%	Integer
Nat_Cir_*DS1*_Con_PPD_50	*DS1* circuits at a discount from the *One Month Term Only Rate* purchased through *Contract-Based Tariffs* at *Prior Purchase-Based Discounts,* of greater than or equal to 40%, but less than 50%	Integer
Nat_Cir_*DS3*_Con_PPD_50	*DS3* circuits purchased through *Contract-Based Tariffs* at *Prior Purchase-Based Discounts,* at a discount from the *One Month Term Only Rate* of greater than or equal to 40%, but less than 50%	Integer
Nat_Cir_Con_PPD_50Plus	Total *DS1* and *DS3* circuits purchased through *Contract-Based Tariffs* at *Prior Purchase-Based Discounts,* at a discount from the *One Month Term Only Rate* of greater than or equal to 50%	Integer
Nat_Cir_*DS1*_Con_PPD_50Plus	*DS1* circuits purchased through *Contract-Based Tariffs* at *Prior Purchase-Based Discounts,* at a discount from the *One Month Term Only Rate* of greater than or equal to 50%	Integer
Nat_Cir_*DS3*_Con_PPD_50Plus	*DS3* circuits purchased through *Contract-Based Tariffs* at *Prior Purchase-Based Discounts,* at a discount from the *One Month Term Only Rate* of greater than or equal to 50%	Integer

Nat_Cir_Con_Otr	Total *DS1* and *DS3* circuits purchased through *Contract-Based Tariffs* at discounts other than *Prior Purchase-Based Discounts*	Integer
Nat_Cir_*DS1*_Con_Otr	*DS1* circuits purchased through *Contract-Based Tariffs* at discounts other than *Prior Purchase-Based Discounts*	Integer
Nat_Cir_*DS3*_Con_Otr	*DS3* circuits purchased through *Contract-Based Tariffs* at discounts other than *Prior Purchase-Based Discounts*	Integer
Nat_Cir_Con_Otr_10	Total *DS1* and *DS3* circuits purchased through *Contract-Based Tariffs* at discounts, other than *Prior Purchase-Based Discounts*, of less than 10%	Integer
Nat_Cir_*DS1*_Con_Otr_10	*DS1* circuits purchased through *Contract-Based Tariffs* at discounts, other than *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of less than 10%	Integer
Nat_Cir_*DS3*_Con_Otr_10	*DS3* circuits purchased through *Contract-Based Tariffs* at discounts, other than *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of less than 10%	Integer
Nat_Cir_Con_Otr_20	Total *DS1* and *DS3* circuits purchased through *Contract-Based Tariffs* at discounts, other than *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of greater than or equal to 10%, but less than 20%	Integer
Nat_Cir_*DS1*_Con_Otr_20	*DS1* circuits purchased through *Contract-Based Tariffs* at discounts, other than *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of greater than or equal to 10%, but less than 20%	Integer
Nat_Cir_*DS3*_Con_Otr_20	*DS3* circuits purchased through *Contract-Based Tariffs* at discounts, other than *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of greater than or equal to 10%, but less than 20%	Integer
Nat_Cir_Con_Otr_30	Total *DS1* and *DS3* circuits purchased through *Contract-Based Tariffs* at discounts, other than *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of greater than or equal to 20%, but less than 30%	Integer
Nat_Cir_*DS1*_Con_Otr_30	*DS1* circuits purchased through *Contract-Based Tariffs* at discounts, other than *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of greater than or equal to 20%, but less than 30%	Integer
Nat_Cir_*DS3*_Con_Otr_30	*DS3* circuits purchased through *Contract-Based Tariffs* at discounts, other than *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of greater than or equal to 20%, but less than 30%	Integer
Nat_Cir_Con_Otr_40	Total *DS1* and *DS3* circuits purchased through *Contract-Based Tariffs* at discounts, other than *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of greater than or equal to 30%, but less than 40%	Integer
Nat_Cir_*DS1*_Con_Otr_40	*DS1* circuits purchased through *Contract-Based Tariffs* at discounts, other than *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of greater than or equal to 30%, but less than 40%	Integer
Nat_Cir_*DS3*_Con_Otr_40	*DS3* circuits purchased through *Contract-Based Tariffs* at discounts, other than *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of greater than or equal to 30%, but less than 40%	Integer
Nat_Cir_Con_Otr_50	Total *DS1* and *DS3* circuits purchased through *Contract-Based Tariffs* at discounts, other than *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of greater than or equal to 40%, but less than 50%	Integer
Nat_Cir_*DS1*_Con_Otr_50	*DS1* circuits purchased through *Contract-Based Tariffs* at discounts, other than *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of greater than or equal to 40%, but less than 50%	Integer
Nat_Cir_*DS3*_Con_Otr_50	*DS3* circuits purchased through *Contract-Based Tariffs* at discounts, other than *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of greater than or equal to 40%, but less than 50%	Integer

Nat_Cir_Con_Otr_50Plus	Total *DS1* and *DS3* circuits purchased through *Contract-Based Tariffs* at discounts, other than *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of greater than or equal to 50%	Integer
Nat_Cir_*DS1*_Con_Otr_50Plus	*DS1* circuits purchased through *Contract-Based Tariffs* at discounts, other than *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of greater than or equal to 50%	Integer
Nat_Cir_*DS3*_Con_Otr_50Plus	*DS3* circuits purchased through *Contract-Based Tariffs* at discounts, other than *Prior Purchase-Based Discounts*, at a discount from the *One Month Term Only Rate* of greater than or equal to 50%	Integer
Nat_Cir_*PSDS*	Total *PSDS* circuits purchased nationally	Integer
Nat_Cir_*PSDS*_50MB	Total *PSDS* circuits purchased nationally that have no more than 51.84 Mbits/s of delivered bandwidth	Integer
Nat_Cir_*PSDS*_1GB	Total *PSDS* circuits purchased nationally that have greater than 51.84 Mbits/s and less than 1 Gbit/s of delivered bandwidth	Integer
Nat_Cir_*PSDS*_1GBplus	Total *PSDS* circuits purchased nationally that have greater than or equal to 1 Gbit/s of delivered bandwidth	Integer

Expenditures (Question III.D.4)
If applicable, submit responses to the information requested below on expenditures on ILEC *DS1* and /or *DS3* services, on a national basis.

Table III.D.4.
Record Format for Purchasing Company Expenditures - National

Field Name	Description	Type	Example
Name	Purchasing company name	Text	Brooks
Nat_Exp_DS1	Provide your firm's total expenditures, e.g., dollar volume of purchases, on intrastate and interstate *DS1* services	Currency	
Nat_Exp_DS3	Provide your firm's total expenditures, e.g., dollar volume of purchases, on intrastate and interstate *DS1* services	Currency	
Nat_Exp_DS1_Mon	Provide your firm's expenditures, e.g. dollar volumes of purchases, on *DS1*s at *One Month Term Only Rates*	Currency	
Nat_Exp_DS3_Mon	Provide your firm's expenditures, e.g., dollar volumes of purchases, on *DS3*s at *One Month Term Only Rates*	Currency	
Nat_Exp_DS1_Trm	Provide your firm's expenditures, e.g., dollar volumes of purchases, on *DS1*s under *Term Discounts*	Currency	
Nat_Exp_DS3_Trm	Provide your firm's expenditures, e.g., dollar volumes of purchases, on *DS3*s under *Term Discounts*	Currency	
Nat_Exp_Tar	Provide your firm's expenditures, e.g., dollar volume of purchases, on *DS1*s and DS3s under *Tariff Benefit Plans*	Currency	
Nat_Exp_DS1_Tar	Provide your firm's expenditures, e.g., dollar volume of purchases, on *DS1*s under *Tariff Benefit Plans*	Currency	
Nat_Exp_DS3_Tar	Provide your firm's expenditures, e.g., dollar volume of purchases, on *DS3*s under *Tariff Benefit Plans*	Currency	
Nat_Exp_Con	Provide your firm's expenditures, e.g., dollar volume of purchases, on *DS1*s and *DS3*s under *Contract-Based Tariffs*	Currency	
Nat_Exp_DS1_Con	Provide your firm's expenditures, e.g., dollar volume of purchases, on *DS1*s under *Contract-Based Tariffs*	Currency	
Nat_Exp_DS3_Con	Provide your firm's expenditures, e.g., dollar volume of purchases, on *DS3*s under *Contract-Based Tariffs*	Currency	
Explain_Diff_Exp	If the sum of the subcategories of expenditures reported above, plus expenditures on intrastate *DS1* and *DS3* services, do not add up to the total expenditures reported in Nat_Exp_*DS1* and Nat_Exp_*DS3*, explain why	Text	
Nat_Exp_Tar_PPD	Your firm's total expenditures, e.g. dollar volume of purchases, on a national basis on *DS1* and/or *DS3* services under *Tariff Discount Plans* at *Prior Purchase-Based Discounts*	Currency	
Nat_Exp_DS1_Tar_PPD	Your firm's expenditures, e.g. dollar volume of purchases, on a national basis on *DS1* services under *Tariff Discount Plans* at *Prior Purchase-Based Discounts*	Currency	
Nat_Exp_DS3_Tar_PPD	Your firm's expenditures, e.g. dollar volume of purchases, on a national basis on *DS1* and/or *DS3*	Currency	

	services under *Tariff Discount Plans* at *Prior Purchase-Based Discounts*	
Nat_Exp_DS1_Tar_PPD_10	*DS1*service expenditures, e.g. dollar volume of purchases, on a national basis under *Tariff Discount Plans* at *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of less than 10%	Currency
Nat_Exp_DS1_Tar_PPD_20	*DS1* service expenditures, e.g. dollar volume of purchases, on a national basis under *Tariff Discount Plans* at *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of greater than or equal to 10%, but less than 20%	Currency
Nat_Exp_DS1_Tar_PPD_30	*DS1* service expenditures, e.g. dollar volume of purchases, on a national basis under *Tariff Discount Plans* at *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of greater than or equal to 20%, but less than 30%	Currency
Nat_Exp_DS1_Tar_PPD_40	*DS1* service expenditures, e.g. dollar volume of purchases, on a national basis under *Tariff Discount Plans* at *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of greater than or equal to 30%, but less than 40%	Currency
Nat_Exp_DS1_Tar_PPD_50	*DS1*service expenditures, e.g. dollar volume of purchases, on a national basis under *Tariff Discount Plans* at *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of greater than or equal to 40%, but less than 50%	Currency
Nat_Exp_DS1_Tar_PPD_50P lus	*DS1* service expenditures, e.g. dollar volume of purchases, on a national basis under *Tariff Discount Plans* at *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of greater than or equal to 50%	Currency
Nat_Exp_DS3_Tar_PPD_10	*DS3* service expenditures, e.g. dollar volume of purchases, on a national basis under *Tariff Discount Plans* at *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of less than 10%	Currency
Nat_Exp_DS3_Tar_PPD_20	*DS3* service expenditures, e.g. dollar volume of purchases, on a national basis under *Tariff Discount Plans* at *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of greater than or equal to 10%, but less than 20%	Currency
Nat_Exp_DS3_Tar_PPD_30	*DS3* service expenditures, e.g. dollar volume of purchases, on a national basis under *Tariff Discount Plans* at *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of greater than or equal to 20%, but less than 30%	Currency
Nat_Exp_DS3_Tar_PPD_40	*DS3* service expenditures, e.g. dollar volume of purchases, on a national basis under *Tariff Discount Plans* at *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of greater than or equal to 30%, but less than 40%	Currency
Nat_Exp_DS3_Tar_PPD_50	*DS3* service expenditures, e.g. dollar volume of purchases, on a national basis under *Tariff Discount Plans* at *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of greater than or equal to 40%, but less than 50%	Currency
Nat_Exp_DS3_Tar_PPD_50P lus	*DS3* service expenditures, e.g. dollar volume of purchases, on a national basis under *Tariff Discount*	Currency

	Plans at *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of greater than or equal to 50%	
Nat_Exp_Tar_Otr	Your firm's total expenditures, e.g. dollar volume of purchases, on a national basis on *DS1* and/or *DS3* circuits under *Tariff Discount Plans* at discounts other than *Prior Purchase-Based Discounts*	Currency
Nat_Exp_DS1_Tar_Otr	Your firm's expenditures, e.g. dollar volume of purchases, on a national basis on *DS1* services under *Tariff Discount Plans* at discounts other than *Prior Purchase-Based Discounts*	Currency
Nat_Exp_DS3_Tar_Otr	Your firm's expenditures, e.g. dollar volume of purchases, on a national basis on *DS3* services under *Tariff Discount Plans* at discounts other than *Prior Purchase-Based Discounts*	Currency
Nat_Exp_DS1_Tar_Otr_10	*DS1* service expenditures, e.g. dollar volume of purchases, on a national basis under *Tariff Discount Plans* at discounts other than *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of less than 10%	Currency
Nat_Exp_DS1_Tar_Otr_20	*DS1* service expenditures, e.g. dollar volume of purchases, on a national basis under *Tariff Discount Plans* at discounts other than *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of greater than or equal to 10%, but less than 20%	Currency
Nat_Exp_DS1_Tar_Otr_30	*DS1* service expenditures, e.g. dollar volume of purchases, on a national basis under *Tariff Discount Plans* at discounts other than *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of greater than or equal to 20%, but less than 30%	Currency
Nat_Exp_DS1_Tar_Otr_40	*DS1* service expenditures, e.g. dollar volume of purchases, on a national basis under *Tariff Discount Plans* at discounts other than *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of greater than or equal to 30%, but less than 40%	Currency
Nat_Exp_DS1_Tar_Otr_50	*DS1* service expenditures, e.g. dollar volume of purchases, on a national basis under *Tariff Discount Plans* at discounts other than *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of greater than or equal to 40%, but less than 50%	Currency
Nat_Exp_DS1_Tar_Otr_50Pl us	*DS1* service expenditures, e.g. dollar volume of purchases, on a national basis under *Tariff Discount Plans* at discounts other than *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of greater than or equal to 50%,	Currency
Nat_Exp_DS3_Tar_Otr_10	*DS3* service expenditures, e.g. dollar volume of purchases, on a national basis under *Tariff Discount Plans* at discounts other than *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of less than 10%	Currency
Nat_Exp_DS3_Tar_Otr_20	*DS3* service expenditures, e.g. dollar volume of purchases, on a national basis under *Tariff Discount Plans* at discounts other than *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of greater than or equal to 10%, but less than 20%	Currency

Nat_Exp_DS3_Tar_Otr_30	*DS3* service expenditures, e.g. dollar volume of purchases, on a national basis under *Tariff Discount Plans* at discounts other than *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of greater than or equal to 20%, but less than 30%	Currency
Nat_Exp_DS3_Tar_Otr_40	*DS3* service expenditures, e.g. dollar volume of purchases, on a national basis under *Tariff Discount Plans* at discounts other than *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of greater than or equal to 30%, but less than 40%	Currency
Nat_Exp_DS3_Tar_Otr_50	*DS3* service expenditures, e.g. dollar volume of purchases, on a national basis under *Tariff Discount Plans* at discounts other than *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of greater than or equal to 40%, but less than 50%	Currency
Nat_Exp_DS3_Tar_Otr_50Pl us	*DS3* service expenditures, e.g. dollar volume of purchases, on a national basis under *Tariff Discount Plans* at discounts other than *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of greater than or equal to 50%	Currency
Nat_Exp_Con_PPD	Your firm's total expenditures, e.g. dollar volume of purchases, on a national basis on *DS1* and/or *DS3* services under *Contract-Based Tariffs* at *Prior Purchase-Based Discounts*	Currency
Nat_Exp_DS1_Con_PPD	Your firm's expenditures, e.g. dollar volume of purchases, on a national basis on *DS1* services under *Contract-Based Tariffs* at *Prior Purchase-Based Discounts*	Currency
Nat_Exp_DS3_Con_PPD	Your firm's expenditures, e.g. dollar volume of purchases, on a national basis on *DS1* and/or *DS3* services under *Contract-Based Tariffs* at *Prior Purchase-Based Discounts*	Currency
Nat_Exp_DS1_Con_PPD_10	*DS1* service expenditures, e.g. dollar volume of purchases, on a national basis under *Contract-Based Tariffs* at *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of less than 10%	Currency
Nat_Exp_DS1_Con_PPD_20	*DS1* service expenditures, e.g. dollar volume of purchases, on a national basis under *Contract-Based Tariffs* at *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of greater than or equal to 10%, but less than 20%	Currency
Nat_Exp_DS1_Con_PPD_30	*DS1* service expenditures, e.g. dollar volume of purchases, on a national basis under *Contract-Based Tariffs* at *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of greater than or equal to 20%, but less than 30%	Currency
Nat_Exp_DS1_Con_PPD_40	*DS1* service expenditures, e.g. dollar volume of purchases, on a national basis under *Contract-Based Tariffs* at *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of greater than or equal to 30%, but less than 40%	Currency
Nat_Exp_DS1_Con_PPD_50	*DS1* service expenditures, e.g. dollar volume of purchases, on a national basis under *Contract-Based Tariffs* at *Prior Purchase-Based Discounts,* at a	Currency

	discount from the *One-Month Term Only Rate* of greater than or equal to 40%, but less than 50%	
Nat_Exp_DS1_Con_PPD_50 Plus	*DS1* service expenditures, e.g. dollar volume of purchases, on a national basis under *Contract-Based Tariffs* at *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of greater than or equal to 50%	Currency
Nat_Exp_DS3_Con_PPD_10	*DS3* service expenditures, e.g. dollar volume of purchases, on a national basis under *Contract-Based Tariffs* at *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of less than 10%	Currency
Nat_Exp_DS3_Con_PPD_20	*DS3* service expenditures, e.g. dollar volume of purchases, on a national basis under *Contract-Based Tariffs* at *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of greater than or equal to 10%, but less than 20%	Currency
Nat_Exp_DS3_Con_PPD_30	*DS3* service expenditures, e.g. dollar volume of purchases, on a national basis under *Contract-Based Tariffs* at *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of greater than or equal to 20%, but less than 30%	Currency
Nat_Exp_DS3_Con_PPD_40	*DS3* service expenditures, e.g. dollar volume of purchases, on a national basis under *Contract-Based Tariffs* at *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of greater than or equal to 30%, but less than 40%	Currency
Nat_Exp_DS3_Con_PPD_50	*DS3* service expenditures, e.g. dollar volume of purchases, on a national basis under *Contract-Based Tariffs* at *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of greater than or equal to 40%, but less than 50%	Currency
Nat_Exp_DS3_Con_PPD_50 Plus	*DS3* service expenditures, e.g. dollar volume of purchases, on a national basis under *Contract-Based Tariffs* at *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of greater than or equal to 50%	Currency
Nat_Exp_Con_Otr	Your firm's total expenditures, e.g. dollar volume of purchases, on a national basis on *DS1* and/or *DS3* circuits under *Contract-Based Tariffs* at discounts other than *Prior Purchase-Based Discounts*	Currency
Nat_Exp_DS1_Con_Otr	Your firm's expenditures, e.g. dollar volume of purchases, on a national basis on *DS1* services under *Contract-Based Tariffs* at discounts other than *Prior Purchase-Based Discounts*	Currency
Nat_Exp_DS3_Con_Otr	Your firm's expenditures, e.g. dollar volume of purchases, on a national basis on *DS3* services under *Contract-Based Tariffs* at discounts other than *Prior Purchase-Based Discounts*	Currency
Nat_Exp_DS1_Con_Otr_10	*DS1* service expenditures, e.g. dollar volume of purchases, on a national basis under *Contract-Based Tariffs* at discounts other than *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of less than 10%	Currency
Nat_Exp_DS1_Con_Otr_20	*DS1* service expenditures, e.g. dollar volume of purchases, on a national basis under *Contract-Based Tariffs* at discounts other than *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of greater than or equal to 10%, but less	Currency

	than 20%	
Nat_Exp_DS1_Con_Otr_30	*DS1* service expenditures, e.g. dollar volume of purchases, on a national basis under *Contract-Based Tariffs* at discounts other than *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of greater than or equal to 20%, but less than 30%	Currency
Nat_Exp_DS1_Con_Otr_40	*DS1* service expenditures, e.g. dollar volume of purchases, on a national basis under *Contract-Based Tariffs* at discounts other than *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of greater than or equal to 30%, but less than 40%	Currency
Nat_Exp_DS1_Con_Otr_50	*DS1* service expenditures, e.g. dollar volume of purchases, on a national basis under *Contract-Based Tariffs* at discounts other than *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of greater than or equal to 40%, but less than 50%	Currency
Nat_Exp_DS1_Con_Otr_50Pl us	*DS1* service expenditures, e.g. dollar volume of purchases, on a national basis under *Contract-Based Tariffs* at discounts other than *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of greater than or equal to 50%	Currency
Nat_Exp_DS3_Con_Otr_10	*DS3* service expenditures, e.g. dollar volume of purchases, on a national basis under *Contract-Based Tariffs* at discounts other than *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of less than 20%	Currency
Nat_Exp_DS3_Con_Otr_20	*DS3* service expenditures, e.g. dollar volume of purchases, on a national basis under *Contract-Based Tariffs* at discounts other than *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of greater than or equal to 10%, but less than 20%	Currency
Nat_Exp_DS3_Con_Otr_30	*DS3* service expenditures, e.g. dollar volume of purchases, on a national basis under *Contract-Based Tariffs* at discounts other than *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of greater than or equal to 20%, but less than 30%	Currency
Nat_Exp_DS3_Con_Otr_40	*DS3* service expenditures, e.g. dollar volume of purchases, on a national basis under *Contract-Based Tariffs* at discounts other than *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of greater than or equal to 30%, but less than 40%	Currency
Nat_Exp_DS3_Con_Otr_50	*DS3* service expenditures, e.g. dollar volume of purchases, on a national basis under *Contract-Based Tariffs* at discounts other than *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of greater than or equal to 40%, but less than 50%	Currency
Nat_Exp_DS3_Con_Otr_50Pl us	*DS3* service expenditures, e.g. dollar volume of purchases, on a national basis under *Contract-Based Tariffs* at discounts other than *Prior Purchase-Based Discounts,* at a discount from the *One-Month Term Only Rate* of greater than or equal to 50%	Currency

Nat_Exp_PSDS	Your firm's total *PSDS* expenditures, on a national basis	Currency
Nat_Exp_PSDS_51Mb	Total expenditures in all *PSDS* for bandwidth speed of no more than 51.84 Mbps of delivered bandwidth (inclusive of signaling)	Currency
Nat_Exp _PSDS_1Gb	Total expenditures in all *PSDS* for bandwidth speed of greater than 51.84 Mbps and less than 1Gbps of delivered bandwidth (inclusive of signaling)	Currency
Nat_Exp _PSDS_1GbPlus	Total expenditures in all *PSDS* for bandwidth speed of greater than or equal to 1Gbps of delivered bandwidth (inclusive of signaling)	Currency

ATTACHMENT B

Letter from FCC Chairman Julius Genachowski to Congressman Mike Doyle, August 19, 2011

FEDERAL COMMUNICATIONS COMMISSION

August 19, 2011

JULIUS GENACHOWSKI
CHAIRMAN

The Honorable Mike Doyle
U.S. House of Representatives
401 Cannon House Office Building
Washington, D.C. 20515

Dear Congressman Doyle:

Thank you for your letter concerning the special access services market and the related pending proceeding before the Commission. I appreciate your continuing interest in timely and effective reform of the special access market and agree that just and reasonable rates, terms, and conditions for these services are critical for wireless and other competitive providers.

The Commission has made progress on this issue, as I outlined recently in my response to your question for the record. The Public Notices that we issued in 2009 and 2010, and the workshop that we held in July last year have, garnered significant data, which the staff is now reviewing. The Commission anticipates issuing an additional Public Notice soon requesting further data to help us answer those questions.

There are a number of difficult issues in the special access proceeding and there are no quick fixes. However, the data we have collected so far will help us to understand how best to move forward. Please be assured that I understand your concerns, and the Commission will continue working to fulfill its mandate under the statute to ensure that the rates charged for those services are just and reasonable.

Sincerely,

Julius Genachowski

ATTACHMENT C

Letter from Erin Boone, Level 3, to
Marlene H. Dortch, FCC,
WC Docket No. 05-25,
March 7, 2011

Level(3)
COMMUNICATIONS

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March 7, 2011

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

Re: Data Requested in Special Access NPRM, WC Docket No. 05-25 and RM-10593

Dear Ms. Dortch:

Level 3 files this letter to correct the record and to respond to statements made by Verizon in a February 28, 2011 letter to the Commission.[1] In that letter, Verizon mistakenly states that Level 3 did not provide any of its own data in response to the Commission's initial request in the above-referenced docket.[2] In fact, Level 3 submitted its response to the Commission's data request on February 11, 2011 and it was received by the Commission on February 14, 2011, although confirmation of Level 3's filing did not appear in the record until March 1, 2011, the day following Verizon's above-mentioned letter.

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1 *See* Letter from Donna Epps, Verizon to Marlene H. Dortch, FCC, Data Requested in Special Access NPRM, WC Docket No. 05-25, and RM-10593 (Feb. 28, 2011) (Verizon Letter).

2 Public Notice, *Data Requested in Special Access NPRM*, 25 FCC Rcd 15146 (2010).

Verizon also asserts that the Commission should reject an earlier request made by Level 3 encouraging the Commission to seek data regarding special access contracts.[3] Verizon argues that such data is "competitively sensitive, highly confidential, and irrelevant to the proceedings at hand."[4] To the contrary, Level 3 argues that the value of such data is essential to the Commission's evaluation of competition in the special access market. While Verizon is correct in stating that "the terms of contract tariffs and tariffs are already on file with the Commission and are publicly available,"[5] the competitive significance of the tariffs is not ascertainable without further data.

In order to determine whether these ILEC contract tariffs and tariffs require buyers of a large percentage of special access circuits to purchase all or nearly all of their special access needs from the ILEC and thus result in anticompetitive market foreclosure, the Commission must know not only that potentially anticompetitive tariffs and contract tariffs exist, but also measure how they influence the marketplace. The record reflects that ILECs have many generally available tariffs that require buyers to buy all or virtually all of their access needs from the ILEC, but there is no evidence as to the volume purchased under such tariffs. That volume would be reflected by responses to the data requests proposed by Level 3. In addition, the record reflects many contract tariffs that require specific purchase volumes in dollars, but it is not clear, without the type of information requested in Level 3's proposed data requests, whether those purchase volumes are at levels that approximate the purchaser's prior purchase volumes. The fact that the information about such contracts is highly confidential and competitively sensitive is precisely what makes them so crucial to the Commission's competitive analysis.

While Verizon asserts that "Level 3's proposed requests appear to seek data about private contracts for very high-capacity or IP-based services that are not subject to price caps or the associated pricing flexibility regime, and thus are not even part of this inquiry,"[6] such contracts often contain provisions that provide purchasers with discounts on DS1 and DS3 special access circuits and thus are properly part of this proceeding. Verizon also objects to being asked about sales of special access to its affiliates. Level 3's proposed request called for the ILECs to disclose the purchases of special access by their affiliates from them, as well as from others. Given that Verizon's affiliates are

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3 *See* Letter from Eric J. Branfman, Level 3, to Marlene H. Dortch, FCC, *Special Access Rates for Price Cap Local Exchange Carriers*, WC Docket No. 05-25 (Feb. 9, 2011).

4 Verizon Letter at 1. It is ironic that at the same time that Verizon objects to being asked for its sales volumes (*id.* at 2) it contends that this is a "rapidly growing marketplace." *Id.* at 3. The Commission should not take Verizon's word for it that the marketplace for special access circuits subject to price flexibility is "rapidly growing," but should collect data to ascertain if that is true, and how the growth, if it exists, is being channeled to ILECs by anticompetitive contract terms.

5 *Id.* at 2.

6 *Id.*

among the very largest purchasers of special access, both in and out of region, it is critically important for the Commission to learn whether they are able to avoid being locked up by the same type of contracts to which Level 3 and other purchasers of special access have objected.

Verizon's letter also implies that outside counsel permitted to view the data request responses will ignore the Commission's protective order and pass on the information for their client's competitive business use. Level 3 submitted highly confidential data in the expectation that outside counsel to Verizon and other parties would not share such data with their clients, and Level 3 and its outside counsel will likewise honor the terms and conditions of any such protective order. Finally, notwithstanding Verizon's allegations about improper use of the requested data, if Verizon's special access contracts are indeed proof of what it contends is extensive competition for the provision of high-capacity services,[7] it should have no objection to submitting the additional information requested by Level 3. Verizon should recognize it as an opportunity to attempt to foreclose arguments that its tariffs and contract tariffs are anticompetitive.

If you have any additional questions, please feel free to contact the undersigned.

Sincerely,

/s/ Erin Boone

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7 *See* Verizon Letter at 3.

ATTACHMENT D

Letter from Erin Boone, Level 3, to
Marlene H. Dortch, FCC,
WC Docket No. 05-25,
June 23, 2011

Erin Boone
Senior Corporate Counsel
Federal Regulatory Affairs

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EX PARTE

June 23, 2011

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

Re: Data Requested in Special Access NPRM, WC Docket No. 05-25 and RM-10593

Dear Ms. Dortch:

On June 22, 2011, John Ryan (Chief Legal Officer) and Nicolas Pujet (Senior Vice President of Corporate Strategy) of Level 3 had a telephone conference with Eric Ralph, Elizabeth McIntyre and Steven Rosenberg of the Federal Communications Commission ("Commission") to discuss issues associated with special access. The discussion involved the types of pricing data concerning tariffed and non-tariffed special access purchases by Level 3 that might be available and useful to enable the Commission to more fully evaluate competition relating to such purchases. Level 3 stressed that, once full pricing information is collected and evaluated for purchases of special access from incumbent carriers, comparison of unit pricing and unit pricing trends to other communications services (such as intercity transport services or high-speed IP services) might be useful.

Level 3 also stressed that, consistent with its past filings in this docket (specifically its filing dated August 20, 2010[1]), the Commission can and should examine the impact of demand lock-up agreements on the competitive environment for special access services. Level 3 indicated that most significant purchasers of special access are required by the incumbents to commit to purchase 90-100% of their past year's spend in order to obtain discounts from what are otherwise very high "rack rates" for special access services. Level 3 stressed that most significant purchasers of special access agree to the demand lock-ups because the incumbent carrier is the only option in a significant portion of the geographic market, and paying the rack rates for special access services to these locations overwhelms the significant savings that can be achieved by using competitive carriers in areas where they are capable of providing service.

As required by Section 1.1206(b), this *ex parte* notification is being filed electronically for inclusion in the public record of the above-referenced proceeding. Please direct any questions regarding this matter to the undersigned.

Sincerely,

/s/ Erin Boone

cc: (via email) Eric Ralph, Elizabeth McIntyre, Steven Rosenberg

1 *See* Letter from John M. Ryan, Assistant Chief Legal Officer, Level 3 Communications, LLC to Marlene H. Dortch, Secretary, Federal Communications Commission, WC Docket No. 05-25; RM-10593 (filed Aug. 20, 2010) at 1.

ATTACHMENT E

"Connecting America: A Plan to Reform and Modernize the Universal Service Fund and Intercarrier Compensation System" (speech delivered by FCC Chairman Julius Genachowski, Oct. 6, 2011)

As Prepared for Delivery
FCC Chairman Julius Genachowski
October 6, 2011
Washington, D.C.
"Connecting America: A Plan To Reform and Modernize the Universal Service Fund and Intercarrier Compensation System"

Last night, the world lost Steve Jobs -- an American hero. I would have delivered these remarks on an iPad anyway, but doing so today is particularly meaningful for me. Having had the opportunity to watch and learn from Steve Jobs from afar and up close, it's an honor to be using one of his inventions to speak about bringing broadband Internet to every corner of America, so that everyone can enjoy the kinds of world-changing innovations he pioneered and inspired..

Steve Jobs is being lauded today as a visionary, and of course that's right. Here's one quote "The most compelling reason for most people to buy a computer for the home will be to link it to a nationwide communications network. We're just in the beginning stages of what will be a truly remarkable breakthrough for most people—as remarkable as the telephone." That's Steve Jobs, twenty five year ago, in 1985.

Harnessing the power of broadband Internet to benefit every American is at the core of this agency's mission. Today, I want to speak about our plan – developed by the tireless and expert FCC staff – to reform and modernize the Universal Service Fund and Intercarrier Compensation system, and why it's so important to our economy, our competitiveness, and all American consumers.

This past May, I visited Liberty Nebraska, a small town in the heart of rural America.

When I was in Liberty, I met with a group of residents at the local American Legion.

The people I met had a lot in common with all of us and all of America. They work hard. They care about their country. They care about their kids. They believe in the American dream, and want their community and children to have as much a chance for success in the 21st century as they had in the 20th.

But in one important respect, their lives are different from most Americans. Most of the people living around Liberty don't have access to broadband. The infrastructure for high-speed Internet simply isn't there.

I don't know whether, a few years ago, they were concerned about the absence of broadband Internet where they live. But during our discussion, the group I met – which ranged from seniors to students -- was very clear that the absence of broadband in their community was having real costs and consequences.

One older man said he wanted to open a hunting lodge. He said he was sure it would be successful, but that without broadband it would be impossible.

A farmer at the meeting said he needs to participate in online auctions for equipment and cattle. He said he can't without a fast Internet connection that allows him to bid competitively in real-time.

Two parents told me about their son, a young serviceman who has done three tours of duty. His friends overseas were having video chats with their families, but he couldn't.

Other parents at the table spoke about how their daughters couldn't access the Internet at home to research papers or email their teachers. They said many of their classmates who lived in other towns were online, and they just wanted the same opportunity for their kids.

It's not just a theory. It's a fact. Broadband has gone from being a luxury to a necessity for full participation in our economy and society.

Unfortunately, the people I met in Liberty are not alone.

Approximately 18 million Americans live in areas with no access to broadband.

And harm from not having broadband—the costs of digital exclusion—already high, are growing every day.

The costs of this broadband gap are measured in jobs not created, existing job openings not filled, and our nation's competitiveness not advanced. The broadband divide means economic opportunities denied for ordinary consumers who lack broadband access; educational opportunities diminished; health care access reduced; and public safety compromised.

If we want to address these costs and seize the opportunities of high-speed Internet, if we want all Americans to be full participants in our economy, if we want the United States to be the world's leading market for the innovative new products and services that drive economic growth, job creation and opportunity, we need to embrace the essential goal of universal broadband, and reform outdated programs so that we are investing in 21^{st} century communications infrastructure all over our country.

This is why my fellow Commissioners and I have been working hard to modernize the Universal Service and intercarrier compensation systems. These programs are interrelated. They are complex. And they are broken.

There is unanimous agreement on this at the FCC. And many members of Congress from both parties have expressed the same sentiment: the system isn't working.

Commissioners Copps and McDowell have been fighting to fix these programs for years, and Commissioner Clyburn's experience on the state Public Service Commission in South Carolina has been invaluable in our current reform efforts.

The National Broadband Plan presented USF and ICC reform and modernization as one of its central recommendations. When the Plan was released in March 2010, all of the FCC's commissioners adopted a joint statement stating, "The Universal Service Fund and the intercarrier compensation system should be comprehensively reformed to increase accountability and efficiency and encourage targeted investment in broadband infrastructure."

In February 2011, we voted unanimously to move forward with USF modernization, and in March and August of this year we issued joint blog posts emphasizing our continuing shared commitment to reform.

Today, based on an open and fact-based process and a great deal of productive input, I am circulating to my fellow Commissioners a comprehensive set of reforms to modernize USF and the intercarrier compensation system, and placing it on the agenda for a vote at the end of October.

This plan was developed by FCC staff and puts the interests of consumers first.

If adopted by the Commission, it will spur broadband buildout to hundreds of thousands of homes and businesses beginning in 2012.

It will help cut the number of Americans bypassed by broadband by up to one half over the following five years, and it will put us on the path to universal broadband by the end of the decade. The plan will also, for the first time, provide dedicated support for mobile broadband to bring the extraordinary benefits of advanced mobile services to large new geographies.

By connecting millions of unserved Americans who are being left out of the broadband revolution, this plan will bring enormous benefits to individual consumers, our national economy, and our global competitiveness.

It will spur billions of dollars in private investment and very significant job creation, starting with construction workers who would build out this new infrastructure, and it would do so soon.

It will provide a platform for entrepreneurs in rural America to start and grow small businesses, allowing them to reach customers across the globe and boost efficiency and productivity through cloud computing. It will save businesses that otherwise couldn't exist in small-town America, and it will create new jobs in those communities.

If adopted, our plan will not only drive economic growth in rural America, it will also significantly increase the size of America's overall online marketplace, benefiting businesses and consumers nationwide.

For students who are now unserved by broadband, it will bring connection to a world of knowledge and enable the use of digital textbooks and other interactive learning tools at home. For seniors and others now unserved by broadband, it will bring access to basic health information online, and enable people with chronic health conditions to access remote monitoring technologies where they live. In times of emergency, rural citizens will have a new lifeline to communicate with family, friends, and first responders.

In these and other ways, our Plan would deliver tremendous benefits for consumers. Accelerated broadband buildout and upgrades to networks mean that millions more consumers of all ages will be able to enjoy the economic and social benefits of broadband. And consumers overall will be treated more fairly, thanks to the elimination of deep inequalities ingrained in the current system, cuts in wasteful spending, and constraints on the growth of a fund that is paid for by consumers. We estimate that wireless consumers will see more than $1 billion in annual benefits from ICC reform alone.

America has always been committed to universal service for vital communications infrastructure. This plan marks a historic opportunity to update that universal service commitment for the Internet age.

This opportunity comes at a critical time.

Our country faces tremendous economic challenges. Millions of Americans are struggling. And new technologies and a hyper-connected, flat world mean unprecedented competition for American businesses and workers.

Historically, infrastructure has been a key pillar of our economic success. Railroads and highways connected people and businesses to each other, facilitating commerce, unleashing ingenuity, and fueling economic growth. Rural electrification did the same, as, of course, did telephones. They formed the connective tissue of a modernizing economy.

Today, those connections are high-speed Internet links, and universalizing broadband will unleash economic and social benefits at least as massive as the connective infrastructures that preceded it.

Ensuring universal access to vital communications infrastructure has been at the core of the FCC's mission since its creation.

For decades, the Commission and the states have implemented a complex system of explicit and implicit subsidies to bring basic telephone service to areas where the population is too scattered, the geography too vast, or the terrain too difficult for private companies to profitably invest in building out network infrastructure. This public-private partnership centered on the Universal Service Fund has enabled private companies to provide telephone service in areas where they otherwise wouldn't.

Providing universal access to our telephone infrastructure strengthened our economy and the social fabric of our nation, and even helped give birth to the Internet. It's hard to imagine America being as successful as it was in the 20^{th} century without our universal telephone system.

USF worked in the 20^{th} century. But the program isn't working for the 21^{st}.

USF is outdated. It still focuses on the telephone, while high-speed Internet is rapidly becoming our essential communications platform not only for voice, but for text and video, and is an indispensable platform for innovation and job creation.

USF is wasteful and inefficient. The fund pays some companies almost $2,000 a month – that's more than $20,000 a year – for a single home phone line.

In many areas it subsidizes companies even though there is a competing provider—typically a cable company—providing voice and broadband service without a dollar of government support.

In some places the program funds three or four overlapping networks.

USF is unfair. The program's budget has grown significantly over the past decade, with consumers paying more and more. We're spending $4.5 billion per year but we're not spending it in a targeted or efficient way. That's not fair for the consumers who underwrite the fund through their phone bills every month.

USF has also created a rural-rural divide. Some parts of rural America are connected to state-of-the-art broadband, while other parts of rural America are entirely left behind, because the program doesn't direct money where it's most needed.

USF is not sufficiently accountable. The program's rules don't require real accountability and reporting from recipients to ensure public dollars are spent wisely.

USF is broken, and the related intercarrier compensation system – a complex system of payments phone companies make to each other when they connect calls – doesn't work anymore either.

Intercarrier Compensation – or ICC – was designed as a subsidy for local phone companies that depended on consumers across the country paying artificially high per-minute long-distance rates, in an era when long-distance calling was something of a luxury and clearly distinct from local calls.

Like USF, the current ICC system is unfair to American consumers: It forces hundreds of millions of consumers across the country to pay higher bills to subsidize monthly local telephone bills as low as $8 for other consumers.

The current ICC system is also creating substantial uncertainty and widespread disputes—which are being fought in courthouses and state commissions throughout the country—about the proper treatment of Voice over IP traffic for ICC purposes.

And ICC hasn't adapted to technology and marketplace changes, creating competitive distortions and loopholes that companies have exploited in devious ways to game the system.

It gets worse. The system actually discourages investment in 21st century Internet protocol networks, because companies fear losing the subsidies they receive for connecting calls using traditional telephone technology.

Our record also shows that an increasing number of calls to rural areas – which typically require paying high ICC charges to the local phone company -- are not always being completed, possibly because carriers are seeking to avoid those charges. Among other things, this is a real public safety concern, which is why we recently launched a Rural Call Completion Task Force.

It's time to eliminate perverse incentives that discourage the buildout of our innovation infrastructure and that have major economic as well potentially life-threatening costs – and ICC reform is the only long-term solution.

In sum, America faces what business commentators call an Innovator's Dilemma.

A disruptive new technology has changed the competitive landscape, and the policies and practices of the past are making it difficult for our country to make the strategic changes required for today and for our future.

As many others have concluded, the status quo is no longer an option. The costs are too high. We have to act.

We've already taken steps to address some key aspects of USF, including reforming our programs to connect schools and libraries, and taking important steps to enable broadband access for health clinics in rural America.

In the months ahead we will conclude reform and modernization of USF's Lifeline program, which helps low-income families get and stay connected to basic communication service. Through this and other measures we will help close the broadband adoption gap.

Today, we are focused on the largest part of the USF program – the part that supports the deployment of communications service in rural America, and the related system of Intercarrier Compensation.

This past February, building on years of effort by the FCC, by state regulators, Congressional leaders, and private sector stakeholders, we initiated a proceeding to modernize and reform USF and ICC.

Since then, we have run an open, participatory and fact-based process:

We've conducted public workshops and meetings inside and outside the Beltway. We have gone to rural America to see firsthand the realities of the need, to Alaska, Minnesota, Missouri, Nebraska, West Virginia and other areas. We've received thousands of submissions and had many hundreds of meetings with stakeholders, including individual consumers across the country; consumer groups; technology companies; business customers of communications services; leaders at schools, hospitals and other anchor institutions; communications providers of all kinds, including many small, rural carriers, and companies using varying technologies to deliver wired and wireless broadband. We've also had significant engagement with our state partners throughout the past months and weeks.

This process and the enormously hard work of FCC staff has led to a proposal that weds the best of past efforts at reform with new ideas generated by a broad array of stakeholders and staff. This proposal builds on ideas developed by numerous FCC Commissioners over the years, including my colleagues on the Commission today.

It builds on the bi-partisan legislative and coalition-building work of Congressman Terry, Congressman Boucher, and other congressional leaders on Universal Service reform.

It builds on the FCC's previous reforms to ICC, continuing the reduction in ICC rates that began a decade ago.

And it includes lessons learned from the on-the-ground experience of state commissions across the country, including especially those states that have already led the way in reforming intercarrier compensation rates.

Throughout the process, the overriding imperative has been to maximize benefits for consumers. That includes consumers in unserved rural areas who under this plan would finally get the benefits of broadband and advanced mobile coverage. It includes consumers in areas currently served by USF who would continue to get broadband and voice service. And it includes consumers throughout the country, who would have hundreds of millions more dollars in their pockets over the coming years because this reform will constrain the contribution burden for USF and phase down the ICC subsidies buried in their wireless and long distance phone bills.

Here are key elements of the reform plan we are proposing to help American consumers, create jobs, and grow our economy.

If adopted, the plan will transition USF to a Connect America Fund, which will have two core goals: First, ensuring universal availability of robust, scalable, and affordable broadband to homes, businesses, and anchor institutions in unserved areas. The Connect America Fund will help get broadband to the 18 million Americans who can't get it today, with near-term buildout to hundreds of thousands of consumers starting in 2012, and millions more unserved Americans connected within the following five years.

The Connect America Fund's other goal will be ensuring universal availability of mobile broadband through a new Mobility Fund. We will extend deployment of state-of-the-art mobile broadband to more than one hundred thousand road-miles, where millions of Americans live, work, and travel. This will begin with a one-time shot-in-the arm to accelerate deployment of 4G networks. Thereafter, the Mobility Fund will provide significant ongoing support for rural mobile broadband. This will include dedicated support for Tribal areas, where broadband and mobile service remains far behind the national average.

For all elements of the Connect America Fund, we will ensure that support isn't used to supplant private investment. Funding will be targeted exclusively at areas without an unsubsidized competitor, and where support is needed to extend or sustain broadband networks, eliminating wasteful spending and promoting healthy competition. And funding will be conditioned upon complying with rigorous obligations to serve the public and meet the goals of universal service.

We will also constrain the growth of the Fund. Consumers and businesses, including all small businesses, are the ones who pay for USF with contributions on their monthly phone bills. That's why we've made fiscal responsibility one of the key pillars of reform, and why we're proposing to put the fund on a firm budget.

In pursuing these goals, we will introduce competitive processes among providers for obtaining support and transition over time toward a fully competitive system for distributing Connect America Fund dollars. We will do this in a way that recognizes the strong benefits of competitive processes, and also that we are not writing on a blank slate, and that a flash-cut to competitive bidding in some parts of the decades-old program risks consumer disruption, build-out delays, and other unintended consequences.

The plan builds competitive bidding into the first phase of the new Mobility Fund in 2012. This will be the first time the FCC has ever used competitive bidding in USF.

In the Connect America Fund, some price cap areas will be subject to competitive bidding quickly, and others will shift to competitive bidding in later years.

Price cap carriers are companies subject to USF and ICC rules that, as currently structured, reward them for operating efficiently, but not for investing in broadband. For areas currently served by these carriers, ongoing legacy obligations, including state carrier of last resort requirements, complicate the transition to competitive bidding. Our goal of getting robust, scalable broadband—with capacity and latency comparable to urban broadband—over broad geographies in rural price cap areas as quickly as possible may be best achieved through a phased approach that ensures accountability.

So in the transition areas, until the shift to competitive bidding, the Commission will base support on a rigorous model estimating the costs of deploying broadband, ensuring carriers receive no more than necessary to enable broadband buildout. And that cost model will be adopted only after an open and transparent public review process. This is what the Commission proposed in our February NPRM.

For rate of return carriers, current USF and ICC rules encourage network buildout by reimbursing actual costs incurred, but also enable inefficiencies, like expensive over-building of unsubsidized competitors.

For these carriers, we will begin by reforming the rate-of-return framework, ensuring providers have appropriate incentives to invest efficiently and receive predictable support. That includes improving accountability, using benchmarks to ensure reimbursable expenditures are reasonable, and extending commonsense limits on reimbursements for corporate operations expenses.

The result: Companies that invest in and manage their businesses prudently will have the support they need to continue extending broadband, and will be on the path to a more incentive-based framework in the future.

For Americans living in the most remote areas, scattered across the country, the Connect America Fund will use market-based mechanisms to enable affordable broadband through innovative technologies, including next-generation satellite and unlicensed wireless.

Reform will also include a clear and meaningful waiver process, to account for special cases and enable companies to obtain relief from any reforms they can demonstrate put consumers at risk of losing service.

<u>The other major component of our proposal</u> will reform and modernize the intercarrier compensation system. This will reduce the hidden subsidies paid by consumers across the country, shut down harmful arbitrage schemes and eliminate competitive distortions, remove a significant obstacle to the deployment of modern IP networks, and substantially increase certainty for all stakeholders.

Our plan will begin by immediately closing loopholes like phantom traffic and traffic pumping, and other arbitrage schemes like CMRS-in-the-middle, where some carriers divert wireline traffic to wireless networks to avoid paying intercarrier compensation charges. It will provide certainty going forward about the compensation for VoIP calls that either begin or end on the public switched telephone network, ensuring symmetry in the treatment of such traffic.

We will then phase down access rates over a measured but certain multi-year transition path, starting by bringing intrastate access rates in line with interstate rates. We will first tackle terminating charges, where most ICC arbitrage occurs today, and will assess the appropriate transition path for other rate elements.

To help companies with the transition, we will employ a tightly controlled recovery mechanism. We will permit some companies to receive transitional support from the Connect America Fund, but such support will be accompanied by obligations to serve the public consistent with universal broadband goals, as well as oversight and accountability. We will also provide companies with limited flexibility to modestly rebalance rates in areas where some consumers are paying lower rates than many other consumers, as a result of subsidies from wireless and long-distance consumers.

We will also acknowledge the importance of promoting efficient interconnection as carriers transition to an IP world, and will put forth specific proposals in that area.

Our ICC reforms will result in significant consumer benefits. By eliminating billions of dollars in hidden subsidies that are currently built in to wireless and long-distance bills, consumers can expect reduced costs, better value for their money, or both. And by reducing inefficient regulations and removing marketplace distortions and obstacles to deploying IP networks, ICC reform will promote competition and innovative new services, driving further consumer benefits.

Past experience confirms our estimate that wireless consumers will see more than $1 billion in annual benefits from ICC reform. The last time the FCC reduced ICC rates, it unleashed substantial consumer gains, including 18 to 27 percent reductions in long-distance prices within the first year after reform. That reform also led to consumer benefits like unlimited all-distance calling plans and flat-rate buckets of minutes for wireless subscribers.

<u>I've described what our plan will do. Let me tell you what it won't do.</u>

It will not rubber stamp or adopt wholesale the proposals of any stakeholder or group of stakeholders. The core elements of our plan were presented in the National Broadband Plan, and included in our Notice of Proposed Rulemaking back in February or in a Public Notice this summer.

We benefited from a number of fully-developed public proposals, including joint proposals from the State Members of the Federal-State Joint Board on Universal Service, the rate of return carrier associations, and the ABC Plan.

Our plan includes elements of each of these, while also rejecting some suggested policies. For example:

Our proposal will not eliminate states' carrier of last resort obligations.

It will not eliminate states' responsibility for designating eligible telecommunications carriers—those entities that can receive universal service support. To the contrary, states will have a vital and meaningful role in ensuring accountability for broadband buildout obligations, continuing their crucial responsibilities for protecting consumers.

It will not provide Connect America Fund support as part of ICC recovery without accompanying broadband obligations.

It will not abandon Americans in the most remote, highest-cost areas who lack access to affordable broadband.

The plan we are circulating represents a historic opportunity to truly achieve universal broadband in this country.

The Plan will extend broadband to millions of Americans in unserved areas. It will bring massive consumer benefits, and unleash broad opportunity. It will spur private investment, create jobs, and drive our nation's competitiveness by investing wisely in our innovation infrastructure.

We can do this, but we're not there yet.

We are at the 25-mile marker of a marathon. You don't get this far without a tremendous amount of hard work. And I want to thank the extraordinary FCC staff who have been working literally around the clock to develop this plan. I also want to thank my fellow Commissioners and their staffs for their strong engagement and input on these issues over the past several months.

We have to seize this opportunity, and we can't afford to delay. Every day without reform is a day millions of Americans suffer increased harms from lack of access to broadband, and millions of dollars are being spent wastefully.

Now is the time for everyone to put aside narrow self-interests and accomplish something important for our country and all Americans. Now is the time to build a better future for the people I met in Liberty, Nebraska, the farmer, the entrepreneur, the parents, the students, the seniors, and the millions like them across our country.

On behalf of all Americans, let's seize this opportunity.

ATTACHMENT F

Letter from Michael J. Copps, Acting Chairman, FCC, to Congressman Henry A. Waxman, June 5, 2009

FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON

OFFICE OF
THE CHAIRMAN

June 5, 2009

The Honorable Henry A. Waxman
Chairman
Committee on Energy and Commerce
U.S. House of Representatives
2125 Rayburn House Office Building
Washington, D.C. 20515

Dear Chairman Waxman:

Thank you for your letter of May 15, 2009, seeking information on the impact on the Commission of Verizon's recent withdrawal of two forbearance petitions shortly before their statutory deadlines and regarding the forbearance process more generally. I welcome the opportunity to provide this information as I have been concerned for some time that for a Commission with limited resources and urgent demands, the forbearance process imposes significant strains on these resources at the discretion of companies seeking forbearance rather than being based on industry-wide rulemakings initiated by the Commission.

Our recent experience with the Verizon forbearance petitions reinforces my concerns about the existing process. To summarize, the two most recent forbearance petitions withdrawn by Verizon on May 12, 2009, occurred after nearly a 15 month review of the petitions by Commission staff and the dedication of over 2000 hours of staff-time at a cost of approximately $150,000 to the Commission. In addition, substantial private resources of interested parties were expended due to the complexity and importance of the issues raised in the petitions. The record in each docket exceeded 1850 pages, not including Verizon's petitions, which were each approximately 400 pages, including attachments.

Of note, these petitions were not the first time the Commission reviewed substantially similar petitions submitted by Verizon. Just months before the submission of these petitions, the Commission had denied Verizon's request for forbearance involving six Metropolitan Statistical Areas (MSAs) including Providence and Virginia Beach. The review of these earlier petitions imposed greater resource burdens on the Commission due to the number of cities involved. Moreover, the Commission expended additional staff hours as a result of Verizon's appeal of the *6 MSA Order*, which is currently pending in the U.S. Court of Appeals for the District of Columbia Circuit (D.C. Circuit) and has been throughout the consideration of the most recent Rhode Island and Virginia Beach forbearance petitions.

As is plainly apparent, a considerable amount of resources has been expended on these forbearance petitions, not to mention the resources spent on the many other forbearance petitions that have in recent years been considered by the Commission. Particularly troublesome is the fact that after all that effort and analysis, the Commission did not render a decision because of the petitioners' last minute withdrawal of their petitions.

Given the many important concerns raised with the forbearance process, on May 27, 2009, I circulated to the full Commission a draft Order that includes a number of changes to the Commission's procedural rules to improve the fairness and efficiency of the forbearance process, and in some respects protect the Commission from utilizing its limited resources on forbearance petitions that are incomplete, unclear or retain the possibility of being unilaterally withdrawn by petitioners late in the process. I recognize that changes to the forbearance statute itself are the prerogative of Congress. However, the Commission can play a constructive role by implementing procedural protections that minimize industry's ability to drive the Commission's agenda in this area.

The remainder of this letter describes in greater detail and puts in greater context the efforts made by the Commission in consideration of Verizon's forbearance petitions concerning Rhode Island and Virginia Beach.

By way of procedural background, on February 14, 2008, Verizon filed a petition pursuant to Section 10 of the Communications Act of 1934, as amended, 47 U.S.C. § 160, requesting that the Commission forbear from applying to Verizon certain unbundling requirements, dominant carrier rate regulation, and other obligations in most of its incumbent local service territory in Rhode Island. Upon receipt, the Commission's Wireline Competition Bureau (Bureau) staff conducted an initial review of the petition and released a Public Notice seeking public comment on it. Simultaneously, the Bureau also issued two separate protective orders—the first establishing basic protections for confidential information submitted to the record, and the second adopting greater restrictions for "highly confidential" information submitted to the record. On March 17, 2008, a coalition of parties jointly filed a Motion to Dismiss or Deny this petition, and a separate motion seeking to extend the comment cycle in the underlying proceeding. The Bureau released a Public Notice seeking comment on the Motion to Dismiss or Deny on March 21, 2008. On April 4, 2008, the Bureau extended the reply comment deadline in the underlying proceeding to allow parties more time to create a complete record.

On March 31, 2008—three days after the initial comments were due in the Rhode Island proceeding—Verizon filed a second petition in which Verizon sought forbearance in the Virginia Beach MSA. As in the Rhode Island proceeding, Bureau staff reviewed the initial petition and, on April 15, 2008, issued two protective orders and a Public Notice seeking comment on the Virginia Beach forbearance petition. Also as in the Rhode Island proceeding, on April 29, 2008, a coalition of parties jointly filed a Motion to Dismiss or Deny this petition. On May 2, 2008, Bureau staff issued a Public Notice seeking comment on the Motion to Dismiss or Deny.

On February 2, 2009, and February 27, 2009, the Bureau extended by 90 days the statutory deadlines in the Rhode Island and Virginia Beach proceedings, respectively.

On April 24, 2009, a draft order was circulated to the full Commission. On May 12, 2009, three days before the statutory deadline of the Rhode Island petition, and before the Commission had voted on the draft order, Verizon withdrew its petitions.[1]

For purposes of the substantive review of Verizon's petitions and the other record evidence, a core team of attorneys and economists in the Bureau was organized. These Bureau staff reviewed each record submission, compiled and analyzed the tabular data, and had numerous meetings—internal meetings as well as *ex parte* meetings with interested parties. The Bureau staff also drafted memoranda that analyzed the issues raised in the record and presented options and recommendations for resolving the underlying proceedings and the Motions to Dismiss or Deny. Ultimately, the Bureau staff prepared and circulated a draft Order addressing Verizon's petitions and the Motions to Dismiss or Deny. The Bureau staff also provided briefings for the offices of the Acting Chairman and the Commissioners on the issues raised by the petitions and the analysis in the draft Order.

The Bureau's team dedicated to these petitions consulted extensively with other attorneys and economists both within the Bureau and in other Offices. In particular, given the breadth of issues raised by Verizon's petitions, over a dozen members of the Bureau were involved in these proceedings, comprised of members from all four of the Bureau's divisions and the Bureau's Front Office. In addition, the Bureau staff sought the assistance of the Commission's Office of General Counsel and Office of Strategic Planning and Policy Analysis.

The Acting Chairman and Commissioners and their staffs (8^{th} Floor Offices) also were actively engaged in these proceedings, including through *ex parte* meetings with interested parties, internal meetings, and review of the draft Order.

In an effort to quantify the impact on the Commission of its consideration of Verizon's Rhode Island and Virginia Beach petitions, we conservatively estimated both the number of hours expended by the Commission in considering these petitions prior to their withdrawal, as well as the associated financial impact:[2]

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1 See Letter from Dee May, Vice President - Federal Regulatory, Verizon, to Marlene H. Dortch, Secretary, FCC, WC Docket Nos. 08-24, 08-49 (filed May 12, 2009).

2 The number of hours worked was based on each of the relevant staff conservatively estimating the number of hours he or she individually spent on these matters. The associated financial impact was determined by multiplying the hourly rate associated with an individual's pay schedule times the number of hours estimated by that individual. The estimates do not attempt to quantify the limited impact on the Office of the Secretary or the Reference Information Center to process and manage the filings associated with these proceedings.

Commission Level	Hours	Financial Impact
Division Staff	1248	$89,377
Division Managers	627	$44,011
Front Office	150	$11,186
8th Floor Offices	71	$5,197
Total	2,096	$149,772

Significant private resources also were expended because Verizon's petitions raised complex issues of great concern to the telecommunications services industry. Over three dozen separate entities participated in these proceedings, comprised of competitive carriers, telephone company investors, business telecom service customers, local governments, and public interest organizations. According to the Commission's Electronic Comment Filing System (ECFS), the substantive record in each docket exceeded 1850 pages, not counting Verizon's petitions, each of which was approximately 400 pages in length, including attachments.[3]

Moreover, to provide further context, the tally of resources devoted to the forbearance petitions Verizon withdrew on May 12, 2009, does not fully reflect the significant total public and private resources that have been expended to address Verizon's requests for forbearance in areas including Rhode Island and Virginia Beach. Verizon first sought forbearance in Rhode Island and Virginia Beach, including all the areas at issue in its latest petitions, on September 6, 2006, when Verizon filed six separate petitions seeking forbearance in the Boston, New York, Philadelphia, Pittsburgh, Providence and Virginia Beach MSAs (Verizon 6 MSA proceeding). On December 5, 2007, after a proceeding similar to that described above, the Commission released the *Verizon 6 MSA Order*, which explained the Commission's decision not to grant Verizon any of the forbearance it sought in those six MSAs.

Although the Commission cannot at this time estimate with any specificity the number of hours it expended to address the Verizon 6 MSA petitions, given the greater number of cities at issue, and a larger record, more public and private resources were expended to address those six petitions than were expended addressing the more recently filed Rhode Island and Virginia Beach petitions. Over 100 separate entities participated in the Verizon 6 MSA proceeding, including competitive carriers, trade groups, telephone company investors, large business telecom service customers, hundreds of small business customers individually signing two joint filings, multiple state regulatory commissions, local governments, and numerous consumer advocates and public interest organizations. The record in the Verizon 6 MSA proceeding exceeded 5200 pages, which is significantly larger than the combined records in the Verizon Rhode Island and Virginia Beach proceedings.

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3 The estimate from ECFS also excludes letters from parties acknowledging their duty to comply with the provisions of the protective orders adopted in the proceedings and any Orders or Public Notices released by the Commission. In addition, ECFS will tend to understate the page count for certain ex parte filings with confidential attachments. In particular, where attachments to ex parte filings were confidential, in some cases ECFS only includes a single page noting that an attachment was redacted, although the attachment itself might be multiple pages in length.

In addition, on January 14, 2008, Verizon appealed the *Verizon 6 MSA Order* to the D.C. Circuit. At Verizon's request, Bureau Staff issued modifications to 5 of the Commission's existing protective orders to allow litigants in the appeal of the *Verizon 6 MSA Order* to use certain confidential and highly confidential information from prior proceedings. The Commission's Office of General Counsel (OGC) likely spent hundreds of hours on Verizon's appeal. In addition, over two dozen other parties participated as intervenors in this litigation.

As evident from the above, Verizon's attempts to obtain forbearance from certain statutory and regulatory obligations in Rhode Island and Virginia Beach have consumed significant Commission and other resources.

I appreciate your interest in this important matter. Please do not hesitate to contact me if I can be of any further assistance.

Warm regards,

Michael J. Copps
Acting Chairman

11-1262

IN THE UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT

In re COMPTEL, et al., Petitioner,

v.

Federal Communications Commission, Respondent.

CERTIFICATE OF SERVICE

I, James M. Carr, hereby certify that on October 6, 2011, I electronically filed the foregoing Opposition of Federal Communications Commission to Petition for Writ of Mandamus with the Clerk of the Court for the United States Court of Appeals for the D.C. Circuit by using the CM/ECF system. Participants in the case who are registered CM/ECF users will be served by the CM/ECF system.

Some of the participants in the case, denoted with asterisks below, are not CM/ECF users. I certify further that I have directed that copies of the foregoing document be mailed by First-Class Mail to those persons, unless another attorney at the same mailing address is receiving electronic service.

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/s/ James M. Carr