

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 64.03

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Letter of Acknowledgement - Batch Number: 40897184*, dated Mar. 10, 2016

Email Attachment (Zip file provided in native format on DVD):

- CONFIDENTIAL Ex. 64.03a - ATTACHMENTS_2016.03.10.17.32.20.zip

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 65.01

Email from Joseph Romero (CenturyLink) to
submit.claims@verizon.com, *FW: CCQWC107905*
CenturyLink - Verizon North Claim; BAN: See
attached details, dated Oct. 29, 2015

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 65.01a - CCQWC107905 CLINKFAC0417 CLAIM CENTER GRID.xls
- CONFIDENTIAL Ex. 65.01b - CCQWC107905 Claim Form.xls
- CONFIDENTIAL Ex. 65.01c - CLINKFAC0417 Verizon Invalid FMS Conversion - Excess Capacity T3 09-24-15.pdf
- CONFIDENTIAL Ex. 65.01d - CLINKFAC0417 VZ Status Spreadsheet.xlsx

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 65.02

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Letter of Acknowledgement - Batch Number: 40869121*, dated Oct. 29, 2015

Email Attachment (Zip file provided in native format on DVD):

- CONFIDENTIAL Ex. 65.02a - ATTACHMENTS_2015.10.29.16.36.35.zip

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 66.01

Email from Joseph Romero (CenturyLink) to submit.claims@verizon.com, *FW: CCQWC115118 CenturyLink - Verizon North Claim; BAN: See attached details*, dated Mar. 10, 2016

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 66.01a - CCQWC115118 CLINKFAC0417TU1 CLAIM CENTER GRID.xls
- CONFIDENTIAL Ex. 66.01b - CCQWC115118 Claim Form.xls
- CONFIDENTIAL Ex. 66.01c - CLINKFAC0417TU1 Verizon Invalid FMS Conversion - Excess Capacity T3 01-12-16.pdf
- CONFIDENTIAL Ex. 66.01d - CLINKFAC0417TU1 Verizon Invalid FMS Conversion - Excess Capacity T3 01-12-16.xlsx
- CONFIDENTIAL Ex. 66.01e - VZ Status Spreadsheet.xlsx

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PUBLIC VERSION

CONFIDENTIAL EXHIBIT 66.02

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Letter of Acknowledgement - Batch Number: 40897168*, dated Mar. 10, 2016

Email Attachment (Zip file provided in native format on DVD):

- CONFIDENTIAL Ex. 66.02a - ATTACHMENTS_2016.03.10.17.31.43.zip

**CONFIDENTIAL
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PUBLIC VERSION

CONFIDENTIAL EXHIBIT 66.03

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Letter of Acknowledgement - Batch Number: 40897170*, dated Mar. 10, 2016

Email Attachment (Zip file provided in native format on DVD):

- CONFIDENTIAL Ex. 66.03a - ATTACHMENTS_2016.03.10.17.31.48.zip

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 67.01

Email from Joseph Romero (CenturyLink) to
submit.claims@verizon.com, *FW: CCQWC107906*
CenturyLink - Verizon West Claim; BAN:
202M910005001, dated Oct. 29, 2015

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 67.01a - CCQWC107906 CLINKFAC0418 CLAIM CENTER GRID.xls
- CONFIDENTIAL Ex. 67.01b - CCQWC107906 Claim Form.xls
- CONFIDENTIAL Ex. 67.01c - CLINKFAC0418 Verizon Invalid FMS Conversion - Excess Capacity T3 09-24-15.pdf
- CONFIDENTIAL Ex. 67.01d - CLINKFAC0418 Verizon Invalid FMS Conversion - Excess Capacity T3 09-24-15.xlsx
- CONFIDENTIAL Ex. 67.01e - CLINKFAC0418 VZ Status Spreadsheet.xlsx

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 67.02

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Verizon Claim Status Letter*
- *Batch Number: 40868952*, dated Oct. 30, 2015

Email Attachment (Zip file provided in native format on DVD):

- CONFIDENTIAL Ex. 67.02a - ATTACHMENTS_2015.10.29.20.13.41.zip

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 68.01

Email from Joseph Romero (CenturyLink) to
submit.claims@verizon.com, *FW: CCQWC115117*
CenturyLink - Verizon West Claim; BAN:
202M910005001, dated Mar. 10, 2016

Email Attachments (Excel files provided in native format on DVD):

- CONFIDENTIAL Ex. 68.01a - CCQWC115117 clinkfac0418tu1 CLAIM CENTER GRID.xls
- CONFIDENTIAL Ex. 68.01b - CCQWC115117 Claim Form.xls
- CONFIDENTIAL Ex. 68.01c - CLINKFAC0418TU1 Verizon Invalid FMS Conversion - Excess Capacity T3 01-12-16.pdf
- CONFIDENTIAL Ex. 68.01d - CLINKFAC0418TU1 Verizon Invalid FMS Conversion - Excess Capacity T3 01-12-16.xlsx
- CONFIDENTIAL Ex. 68.01e - VZ Status Spreadsheet.xlsx

CONFIDENTIAL MATERIAL OMITTED

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 68.02

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Letter of Acknowledgement - Batch Number: 40897152*, dated Mar. 10, 2016

Email Attachment (Zip file provided in native format on DVD):

- CONFIDENTIAL Ex. 68.02a - ATTACHMENTS_2016.03.10.17.31.04.zip

**CONFIDENTIAL
MATERIAL OMITTED**

PUBLIC VERSION

CONFIDENTIAL EXHIBIT 68.03

Email from submit.claims@verizon.com to Joseph Romero (CenturyLink), *Letter of Acknowledgement - Batch Number: 40897154*, dated Mar. 10, 2016

Email Attachment (Zip file provided in native format on DVD):

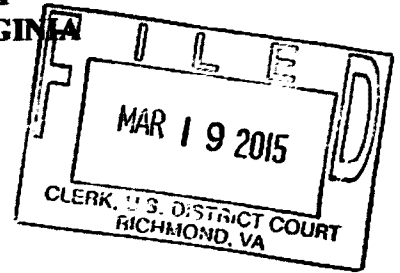
- CONFIDENTIAL Ex. 68.03a - ATTACHMENTS_2016.03.10.17.31.14.zip

**CONFIDENTIAL
MATERIAL OMITTED**

EXHIBIT 69

*Complaint, Verizon Virginia LLC et al. v. XO
Communications, Case No. 3:15-cv-00171-REP
(E.D. Va, March 19, 2015)*

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**



VERIZON VIRGINIA LLC, VERIZON
DELAWARE LLC, VERIZON MARYLAND
LLC, VERIZON NEW ENGLAND INC.,
VERIZON NEW JERSEY INC., VERIZON
NEW YORK INC., VERIZON NORTH LLC,
VERIZON PENNSYLVANIA LLC,
VERIZON SOUTH INC., VERIZON
WASHINGTON, D.C. INC., VERIZON
SERVICES CORP., GTE SOUTHWEST
INCORPORATED, D/B/A VERIZON
SOUTHWEST, VERIZON CALIFORNIA,
INC., and VERIZON FLORIDA LLC,

Plaintiffs,

v.

XO COMMUNICATIONS, LLC and XO
VIRGINIA, LLC,

Defendants.

Civil Action No. 3:15cv00171

COMPLAINT

Plaintiffs Verizon Virginia LLC, Verizon Delaware LLC, Verizon Maryland LLC,
Verizon New England Inc., Verizon New Jersey Inc., Verizon New York Inc., Verizon North
LLC, Verizon Pennsylvania LLC, Verizon South Inc., Verizon Washington, D.C. Inc., Verizon
Services Corp., GTE Southwest Incorporated, Verizon California, Inc., and Verizon Florida LLC
(collectively, "Verizon") allege as follows:

1. This dispute arises out of the repeated failure by defendants XO Communications,
LLC and XO Virginia, LLC (collectively, "XO") to pay charges owed to Verizon under

Verizon's federal and state tariffs, the parties' federally mandated contracts (known as interconnection agreements) and other contracts for communications services.

2. Verizon and XO have a longstanding business relationship in which Verizon provides a variety of services to XO in numerous jurisdictions across the country.

3. Despite the longstanding business relationship, XO has exhibited a consistent pattern of refusing to pay valid Verizon charges for services provided to XO. In total, XO has failed to pay more than \$28 million that Verizon seeks to recover through this Complaint. Verizon also seeks to recover the late payment charges due under its tariffs and agreements in an amount to be determined.

4. Verizon has repeatedly attempted to resolve this dispute short of litigation. The parties have worked to identify their disputes in a series of meetings and through written communication. Yet these attempts have not been successful, and the number and size of the billing disputes have grown over time without resolution. Because the parties have now reached an impasse, Verizon seeks relief from this Court.

PARTIES

5. The Verizon plaintiffs are local exchange carriers (or "LECs") that provide telecommunications services to retail and wholesale customers in Virginia and other parts of the country. The Verizon LECs are wholly owned by Verizon Communications Inc., which is a corporation organized under the laws of Delaware with its principal place of business in New York, NY.

6. Verizon Virginia LLC, f/k/a Bell Atlantic – Virginia, Inc. ("Verizon Virginia"), is a Virginia limited liability company with its principal place of business in Virginia.

7. Verizon Delaware LLC, f/k/a Bell Atlantic – Delaware, Inc. (“Verizon Delaware”), is a Delaware limited liability company with its principal place of business in Delaware.

8. Verizon Maryland LLC, f/k/a Bell Atlantic – Maryland, Inc. (“Verizon Maryland”), is a Maryland limited liability company with its principal place of business in Maryland.

9. Verizon New England Inc., f/k/a New England Telephone and Telegraph Company, d/b/a Verizon Massachusetts and Verizon Rhode Island (“Verizon New England”), is a New York corporation with its principal place of business in Massachusetts.

10. Verizon New Jersey Inc., f/k/a Bell Atlantic – New Jersey, Inc. (“Verizon New Jersey”), is a New Jersey corporation with its principal place of business in New Jersey.

11. Verizon New York Inc., f/k/a New York Telephone Company (“Verizon New York”), is a New York corporation with its principal place of business in New York.

12. Verizon North LLC, f/k/a GTE North Inc. (“Verizon North”), is a Delaware limited liability company with its principal place of business in Pennsylvania.

13. Verizon Pennsylvania LLC, f/k/a Bell Atlantic – Pennsylvania, Inc. (“Verizon Pennsylvania”), is a Delaware limited liability company with its principal place of business in Pennsylvania.

14. Verizon South Inc., f/k/a GTE South Incorporated (“Verizon South”), is a Virginia corporation with its principal place of business in Virginia.

15. Verizon Washington, DC Inc., f/k/a Bell Atlantic – Washington, D.C., Inc. (“Verizon Washington, DC”), is a New York corporation with its principal place of business in Washington, D.C.

16. Verizon Services Corp. is a Delaware corporation with its principal place of business in Virginia.

17. GTE Southwest Incorporated, d/b/a Verizon Southwest ("GTE Southwest"), is a Delaware corporation with its principal place of business in Texas.¹

18. Verizon California, Inc., f/k/a GTE California, Inc. ("Verizon California"), is a California corporation with its principal place of business in California.

19. Verizon Florida LLC, f/k/a GTE Florida, Inc. ("Verizon Florida"), is a Florida limited liability company with its principal place of business in Florida.

20. Defendant XO Communications, LLC, f/k/a XO Communications Services, Inc., f/k/a NEXTLINK Communications, Inc., is a limited liability company that offers telecommunications services in various locations throughout the United States; its principal place of business is in Herndon, VA.²

21. XO Communications, LLC is wholly owned by XO Holdings, Inc., which is a corporation organized under the laws of Delaware with its principal place of business in Herndon, VA.

22. Defendant XO Virginia, LLC (together with XO Communications, LLC, "XO"), is wholly owned by XO Holdings, Inc.

¹ On February 5, 2015, Verizon Communications announced the sale of its existing telecommunications operations in California, Florida, and Texas to Frontier Communications. The sale is expected to close in 2016.

² On May 12, 2005, XO reorganized its corporate structure such that all of its former corporations would do business as XO Communications Services, Inc. This included the following entities: XO California Inc., XO D.C. Inc., XO Florida Inc., XO Long Distance Services Inc., XO Maryland Inc., XO Massachusetts Inc., XO New Jersey Inc., XO New York Inc., XO Pennsylvania Inc., and XO Texas Inc.

JURISDICTION AND VENUE

23. This Court has subject-matter jurisdiction over Verizon's claims against XO pursuant to 28 U.S.C. § 1331, because Verizon seeks to enforce the provisions of, and recover amounts due under, federal tariffs filed with the Federal Communications Commission ("FCC") under section 203 of the Communications Act of 1934, 47 U.S.C. § 203, as well as for other interstate communications services provided pursuant to Title I of the Communications Act of 1934.

24. This Court also has subject-matter jurisdiction over Verizon's claims against XO pursuant to 28 U.S.C. § 1331, because Verizon seeks to enforce the provisions of its interconnection agreements with XO. This Court has supplemental jurisdiction over Verizon's related state-law claims against XO pursuant to 28 U.S.C. § 1367.

25. This Court has personal jurisdiction over XO pursuant to Federal Rule of Civil Procedure 4(k)(1)(A) and VA Code § 8.01-328.1(A)(1), (4) because Verizon's claims arise out of XO's transaction of business within Virginia, because XO regularly does business within Virginia, and because XO derives substantial revenue from services rendered within Virginia.

26. Venue is proper in this District under 28 U.S.C. § 1391. A substantial part of the events or omissions giving rise to the claims occurred in this district for purposes of 28 U.S.C. § 1391(b)(2). Verizon is seeking payment for charges owed by XO through its use of interstate and intrastate access services; XO's nonpayment of services offered in many jurisdictions includes the Eastern District of Virginia and the division of Richmond. Furthermore, as noted above, XO is subject to personal jurisdiction in this District and therefore resides here for purposes of the federal venue statute.

THE OPERATIVE FEDERAL TARIFFS

27. Verizon is required, pursuant to federal law, to file tariffs with the FCC that set forth its rates and conditions for certain interstate telecommunications services that it offers. When customers, such as the defendants, purchase services offered in these tariffs, they are required by federal law to pay the tariffed rates and abide by the terms and conditions of the tariffs.

28. Verizon's FCC Tariff No. 1 sets forth services offered – and the rates, terms, and conditions on which they are offered – by plaintiffs Verizon Delaware, Verizon Maryland, Verizon New Jersey, Verizon Pennsylvania, Verizon Virginia, and Verizon Washington, DC.

29. Verizon's FCC Tariff No. 11 sets forth services offered – and the rates, terms, and conditions on which they are offered – by plaintiffs Verizon New England and Verizon New York.

30. Verizon's FCC Tariff No. 14 sets forth services offered – and the rates, terms, and conditions on which they are offered – by plaintiffs Verizon California, Verizon Florida, Verizon North, Verizon South, and GTE Southwest.

31. Verizon's FCC Tariff No. 16 sets forth services offered – and the rates, terms, and conditions on which they are offered – by plaintiffs Verizon California, Verizon North, Verizon South, and GTE Southwest.

32. Verizon also provides certain interstate communications services pursuant to Title I of the Communications Act, as a result of the grant by operation of law in 2006 of a petition Verizon filed with the FCC seeking forbearance from regulation of these interstate services under Title II of the Communications Act.

33. Each of the Verizon plaintiffs also provides intrastate services pursuant to the rates, terms, and conditions set forth in tariffs filed with the public utilities commission for each jurisdiction in which it operates.

THE OPERATIVE INTERCONNECTION AGREEMENTS

34. Pursuant to the Telecommunications Act of 1996 ("1996 Act"), plaintiffs are required to enter into federal law contracts known as "Interconnection Agreements" that define the terms on which plaintiffs' networks interconnect with those of other local telephone companies, such as XO, and that set forth the rates, terms, and conditions on which the parties to the contract will provide services to each other. *See* 47 U.S.C. §§ 251-252.

35. Verizon Virginia: On June 22, 2000, and pursuant to the 1996 Act, Bell Atlantic - Virginia, Inc. entered into an interconnection agreement with NEXTLINK Virginia, LLC ("Virginia Agreement"). *See* 47 U.S.C. §§ 251, 252.

36. Verizon Delaware: On September 25, 1998, and pursuant to the 1996 Act, Bell Atlantic - Delaware, Inc. entered into an interconnection agreement with NEXTLINK Delaware, Inc. ("Delaware Agreement"). On February 2, 2004, XO Delaware, Inc. also adopted the network elements terms of an existing Verizon interconnection agreement with Cat Communications International Inc.; the Delaware Agreement otherwise remained in effect.

37. Verizon Maryland: On August 23, 2004, and pursuant to the 1996 Act, Verizon Maryland Inc. entered into an interconnection agreement with XO Maryland, Inc. ("Maryland Agreement").

38. Verizon New England: On June 22, 2000, and pursuant to the 1996 Act, Verizon New England Telephone & Telegraph Company, d/b/a Bell Atlantic - Massachusetts entered into an interconnection agreement with NEXTLINK Massachusetts, Inc. ("Massachusetts

Agreement"). On August 13, 2003, and pursuant to the 1996 Act, New England Inc., d/b/a Verizon Rhode Island, f/k/a New England Telephone and Telegraph Company entered into an interconnection agreement with XO Long Distance Services, Inc. ("Rhode Island Agreement").

39. Verizon New Jersey: On June 22, 2000, and pursuant to the 1996 Act, Bell Atlantic – New Jersey, Inc. entered into an interconnection agreement with NEXTLINK New Jersey, Inc. ("New Jersey Agreement").

40. Verizon New York: On July 24, 2003, and pursuant to the 1996 Act, Verizon New York Inc. entered into an interconnection agreement with XO New York, Inc. ("New York Agreement").

41. Verizon North: On October 28, 1997, and pursuant to the 1996 Act, GTE North Incorporated entered into an interconnection agreement with NEXTLINK Pennsylvania L.P. ("North Agreement").

42. Verizon Pennsylvania: On June 22, 2000, and pursuant to the 1996 Act, Bell Atlantic – Pennsylvania, Inc. entered into an interconnection agreement with NEXTLINK Pennsylvania, Inc. ("Pennsylvania Agreement").

43. Verizon South: On February 18, 1999, and pursuant to the 1996 Act, GTE South Incorporated entered into an interconnection agreement with NEXTLINK Virginia, LLC. ("South Agreement").

44. Verizon Washington, DC: On June 20, 2000, and pursuant to the 1996 Act, Bell Atlantic – Washington, D.C., Inc. entered into an interconnection agreement with NEXTLINK D.C., Inc. ("Washington, D.C. Agreement").

45. GTE Southwest: On November 30, 1998, and pursuant to the 1996 Act, GTE Southwest Incorporated entered into an interconnection agreement with NEXTLINK Texas, Inc.

("Southwest Agreement"). On February 2, 2004, XO Texas, Inc. also adopted the network elements terms of an existing Verizon interconnection agreement with Cat Communications International Inc.; the Southwest Agreement otherwise remained in effect.

46. Verizon California: On January 17, 2001, and pursuant to the 1996 Act, Verizon California Inc. entered into an interconnection agreement with XO California, Inc. ("California Agreement").

47. Verizon Florida: On June 21, 1999, and pursuant to the 1996 Act, GTE Florida, Inc. entered into an interconnection agreement with NEXTLINK Florida, Inc. ("Florida Agreement"). On February 2, 2004, XO Florida, Inc. also adopted the network elements terms of an existing Verizon interconnection agreement with Cat Communications International Inc.; the Florida Agreement otherwise remained in effect.

48. As amended over time, the contracts referenced in the preceding paragraphs are the operative interconnection agreements ("Interconnection Agreements") between the XO and Verizon parties in each respective state/territory.

49. Verizon and XO have also entered into a series of agreements that bear upon the terms and rates of the above Interconnection Agreements, as relevant here. These Agreements include: (1) a Settlement Agreement and Release from September 30, 2007 by and between XO Communications Services, Inc. and Verizon Services Corp. ("2007 Agreement"); (2) a Settlement Agreement and Release from December 22, 2008 by and between XO Communications Services, Inc. and Verizon Services Corp. ("2008 Agreement"); and (3) a Service Agreement from November 30, 2009 by and between XO Communications Services, Inc. and Verizon Services Corp. ("Custom Solutions Agreement").

**XO'S FAILURE TO PAY FEDERAL AND STATE TARIFFED CHARGES AND
CHARGES FOR OTHER INTERSTATE SERVICES**

50. XO has failed to satisfy its duty to make payment pursuant to Verizon's federal FCC Tariff Nos. 1, 11, 14, and 16, and, where applicable, Verizon's relevant state tariffs, for services purchased from those tariffs and that Verizon provided pursuant to the terms of those tariffs. XO has also failed to satisfy its duties to make payment pursuant to the privately negotiated contracts between XO and Verizon for interstate communications services that Verizon offers pursuant to Title I of the Communications Act. XO has therefore violated its obligation to pay the tariffed rates for the services it purchased.

INTERSTATE CHARGES

Commitment Discount Plan

51. Verizon's FCC Tariffs No. 1 and 11 offer a Commitment Discount Plan ("CDP"), which sets forth the terms on which a customer can obtain significant discounts (*e.g.*, 35 percent) off of the standard, tariffed monthly rates for certain interstate telecommunications services. *See* Verizon Telephone Companies Tariff FCC No. 1, § 25.1 ("FCC 1"); Verizon Telephone Companies Tariff FCC No. 11, § 25.1 ("FCC 11").

52. As relevant here, the customer must agree to maintain a minimum volume of purchased channel terminations over the duration of the CDP, for each of the service types included in the CDP. *See* FCC 1 § 25.1.3(A); FCC 11 § 25.1.3(A). The minimum volume commitment is a percentage of the number of "in-service" channel terminations that the Verizon LEC plaintiffs "provide[] to the CDP Customer . . . under this tariff" at the time of subscription to the CDP. FCC 1 § 25.1.3(A)(1); FCC 11 § 25.1.3(A)(1).

53. If the customer does not maintain that minimum volume for one or more of the service types included in the CDP, averaged over a specified six-month period, the tariff requires

the customer to pay a shortfall adjustment. *See* FCC 1 § 25.1.7(A)(2), (B); FCC 11 § 25.1.7(A)(2), (B). The shortfall adjustment is calculated as the difference between the minimum channel termination commitment for a service type and the average number of in-service channel terminations for that service type during the six-month period, multiplied by the average rate for that service type charged during the six-month period. *See* FCC 1 § 25.1.7(B); FCC 11 § 25.1.7(B).

54. Effective December 1, 2004, XO subscribed to the CDP plans within Verizon's FCC Tariffs 1 and 11 — known as “CDP South” and “CDP North,” respectively — under which it agreed to purchase specified volumes of telecommunications channel terminations from Verizon in exchange for substantial discounts off of Verizon's standard, tariffed rates.

55. The CDP South included minimum volume commitments for four different service types: voice grade service (“VG”),³ digital data service (“DDS”),⁴ DS1 high-capacity services (“DS1”),⁵ and DS3 high-capacity services (“DS3”).⁶ For the VG, DDS, and DS3 services, XO selected a 5-year term; for the DS1 services, XO selected a 7-year term.

56. The CDP North included minimum volume commitments for two different service types: combined DS1 high-capacity services, and combined DS3 high-capacity services. For the DS1 and DS3 services, XO selected a 7-year term.

³ A single voice grade circuit, also known as a DS0, can transport one telephone call. “DS” stands for “digital signal” and describes the capacity of a communications circuit.

⁴ A digital data circuit provides a channel for the digital transmission of data at rates of up to 64 kilobits per second.

⁵ A DS1 has a capacity of more than 1.5 megabits per second, which means that it can transport the equivalent of 24 simultaneous telephone calls.

⁶ A DS3 has a capacity of more than 44 megabits per second, which means that it can transport the equivalent of 672 simultaneous telephone calls. A DS3 has the capacity of 28 DS1s.

57. In 2009, the Commitment Discount Plans automatically renewed through September 30, 2014.⁷ The CDPs were automatically renewed again following the September 30, 2014 expiration.

58. XO's CDP South initially included six jurisdictions in which Verizon provided service: Delaware, the District of Columbia, Maryland, New Jersey, Pennsylvania, and Virginia. XO's CDP North initially included six jurisdictions in which Verizon provided service: Massachusetts, New York, Rhode Island, New Hampshire, Maine, and Vermont. After Verizon sold its operations in certain states, including Maine, New Hampshire, and Vermont, to another telecommunications company in April 2008, XO's volume commitments under the CDP North were reduced, in accordance with the terms of the tariff. *See* FCC 11 § 25.1.3(D).

59. XO did not meet its volume commitment for the DS3 services covered under the CDP South in the second half of 2012 (July through December). In both the first and second half of 2013, XO did not meet its volume commitments for both VG and DS3 services under the CDP South. From January through September 2014, XO did not meet its volume commitments for VG and DS3 services under the CDP South.

60. XO did not meet its volume commitment for the DS3 services covered under the CDP North in the second half of 2012 (July through December). From January through September 2014, XO did not meet its volume commitments for DS3 services under the CDP North.

61. Using the formula set out in its federal tariffs, Verizon calculated XO's shortfall adjustment for the July through December 2012 period for CDP South and CDP North. Verizon

⁷ On November 23, 2009, the parties reached an overarching agreement known as a Custom Solutions Agreement; in relevant part, the agreement extended the existing CDP commitments to be coterminous with Plan Year 5 of the agreement ending on September 30, 2014.

billed XO on invoices sent on October 23, 2013 and November 4, 2013, respectively. Verizon also provided a backup spreadsheet demonstrating how Verizon calculated the shortfalls. XO has refused to pay Verizon those shortfall adjustments.

62. Verizon calculated XO's shortfall adjustment for the January through June 2013 period for CDP South and billed XO on invoices sent on November 23, 2013. Verizon also provided a backup spreadsheet demonstrating how Verizon calculated the shortfalls. XO refuses to pay Verizon that shortfall adjustment.

63. Verizon calculated XO's shortfall adjustment for the July through December 2013 period for CDP South and billed XO on invoices sent on April 23, 2014. Verizon also provided a backup spreadsheet demonstrating how Verizon calculated the shortfalls. XO refuses to pay Verizon that shortfall adjustment.

64. Verizon calculated XO's shortfall adjustment for the January through June 2014 period for CDP South and CDP North. Verizon billed XO on invoices sent on September 4, 2014, and September 23, 2014, respectively; Verizon also provided a backup spreadsheet demonstrating how Verizon calculated the shortfalls. XO refuses to pay Verizon those shortfall adjustments.

65. Verizon calculated XO's shortfall adjustment for the July through September 2014 period for CDP South and CDP North. Verizon billed XO on invoices sent on November 23, 2014; Verizon also provided a backup spreadsheet demonstrating how Verizon calculated the shortfalls. XO refuses to pay Verizon those shortfall adjustments.

66. In total, XO has refused to pay the millions of dollars that it owes to Verizon in shortfall adjustments under the terms of the CDP South and CDP North, and the CDP provisions of Verizon's FCC 1 and FCC 11 tariffs.

Price Band Rates

67. Verizon's FCC tariffs Nos. 1, 11, and 14 contain provisions governing the rates and charges applicable to Verizon's transport of traffic from an interexchange carrier (*i.e.*, a long-distance carrier) to an end user. These provisions set forth the rates applicable to the transport and termination of traffic when that traffic is routed through multiple wire centers located within areas in Verizon's operating territories that are in different price bands. *See* FCC 1 § 14.1; FCC 11 § 15.3; Verizon Telephone Companies Tariff FCC No. 14 ("FCC 14"), § 19.1(B).

68. Since on or about 2009, XO has delivered long-distance telecommunications traffic to Verizon for termination to end-user customers. Since on or about 2009, Verizon has sent XO monthly invoices for access charges attributable to these calls, pursuant to the price band provisions of the federal tariffs filed with the FCC. XO refuses to pay the rates set forth in the tariffs.

69. XO owes millions of dollars in access charges arising out of its failure to pay Verizon for the properly billed price band rate. XO has failed to pay the outstanding charges due.

Special and Switched Access Rates

70. Verizon's FCC tariffs include provisions governing the rates applicable to special access services – a dedicated private line service that provides a connection between two end user customers or between an end-user customer and a carrier. Special access circuits typically consist of channel terminations on one or both ends of the circuit and a transport segment in the middle. The tariffs set forth rates for channel terminations. *See* FCC 1 § 7.1.2; FCC 11 § 7.1.2(A); FCC 14 § 5.1.1(6); Verizon Telephone Companies Tariff FCC No. 16 ("FCC 16"),

§ 7.2.1(A). The tariffs also set forth separate rates for the transport segments, which are billed on a per mile basis. *See* FCC 1 § 7.4.6; FCC 11 § 7.4.6; FCC 14 § 5.6.3; FCC 16 § 7.2.1(B).

71. Verizon has provided XO with transport pursuant to the terms of its federal tariffs and has billed mileage charges and channel termination rates pursuant to the terms of those tariffs.

72. XO owes millions of dollars in channel terminations charges and transport charges for the special access services that Verizon has provided to XO pursuant to its FCC tariffs and for which XO has refused to pay.

73. Under its FCC tariffs, Verizon also offers “switched access” service, which provides wholesale customers like XO a two-point communication path between the customer designated location and the various points of end user termination within a Verizon access area. Among the charges that Verizon assesses pursuant to its federal tariffs are charges for trunk ports, which are the “connectors” that link transport circuits to other communications facilities. *See* FCC 11 § 6.1.3(A); FCC 1 § 6.9.1.2(A); FCC 14 § 4.5.2(H); FCC 16 § 6.5.2.

74. Verizon has billed XO hundreds of thousands of dollars in port charges pursuant to its federal tariffs for transport circuits that XO has obtained from Verizon. XO has refused to pay these charges. Verizon’s federal switched access tariffs include usage-sensitive charges for switched access services that Verizon provides to customers such as XO. Those charges are billed on a per minute basis. FCC 1 § 6.8.8; FCC 11 § 6.7.6; FCC 14 § 4.5.2(I); FCC 16 § 6.5.5(A).

75. Verizon bills XO on a monthly basis for switched access usage. XO has refused to pay the usage charges that are due.

Circuit Ordering, Use, Cancellation, and Repair

76. XO has refused to pay a variety of other charges related to the circuits – or two-way communication paths – that it has obtained pursuant to Verizon’s federal tariffs. Verizon’s FCC tariffs cover the terms on which it provides these circuits, including the proper means for a customer to cancel service. *See generally* FCC 1 §§ 7.4.1, 7.4.5; FCC 11 §§ 7.4.1, 7.4.5; FCC 14 §§ 5.6.1, 5.6.4; FCC 16 § 7.11.5(C). Under the terms of the tariffs, a customer is responsible for paying the charges due on installed circuits until it follows the terms in the tariffs for canceling those circuits.

77. Verizon’s tariffs also provide that a customer can cancel an order for the installation of access service before installation is complete, but the customer will owe cancellation charges based on the extent of work Verizon has completed before the order was canceled. FCC 1 § 5.2.3(B)(4); FCC 11 § 5.2.3(B). Since March 2010, XO ordered over six hundred circuits that it canceled before Verizon completed provisioning the orders. XO has refused to pay over one million dollars in cancellation charges that it owes under the FCC tariffs for these circuits.

78. XO also owes Verizon several hundred thousand dollars under the FCC tariffs for circuits that it ordered, that Verizon provisioned, and that XO claims to have canceled but that, in fact, remain in service because XO has not canceled those circuits pursuant to the terms of the tariffs.

79. Verizon allows customers ordering special access services to request an expedited service date; customers that do so must pay a special handling charge set out in the FCC tariffs. FCC 1 § 5.2.2(D); FCC 11 § 5.2.2(D).

80. XO ordered expedited service on a number of facilities. XO owes special handling charges pursuant to those tariffs that it has refused to pay where XO sought expedited service and Verizon met XO's expedited request date.

81. Verizon also assesses charges for the installation of facilities and for moving previously installed facilities, pursuant to the terms of its federal tariffs. *See* FCC 1 § 7.4.5; FCC 11 § 7.4.5; FCC 14 § 5.6.4.

82. Verizon has billed XO hundreds of thousands of dollars pursuant to those tariffs for moving facilities at XO's request. Those facilities moves required a physical change within XO's customer terminal location. XO has refused to pay these tariffed charges.

83. In addition, when a customer reports a "trouble" to Verizon that requires Verizon to dispatch maintenance personnel, the customer is responsible for paying a maintenance charge if no trouble is found on the service.

84. XO reported numerous "troubles" on services that it received under Verizon's federal tariffs where no trouble was found on the service when Verizon dispatched an employee to investigate the trouble report. Under the terms of the tariffs, XO owes more than one million dollars that it has refused to pay.

Facility Early Term Liability/Minimum Term Liability

85. Under Verizon's FCC tariffs, a customer can obtain significant discounts by committing to use facilities for a minimum term. However, the tariffs also provide for early termination liability when a customer makes such a commitment, obtains those discounts, but then fails to use the facilities for a period of time consistent with the term commitment. *See* FCC 1 § 25.1.10.

86. XO committed to use Verizon's facilities for minimum terms under Verizon's federal tariffs, but then failed to abide by those commitments and incurred early termination liabilities of tens of thousands of dollars, which it has refused to pay.

Custom Solutions Agreement

87. Verizon and XO negotiated a Custom Solutions Agreement in 2009 that governed a variety of services between the parties. Among other things, Verizon contracted to provide an Interoffice Facility/Total Billed Revenue ("IOF/TBR") Credit each year that XO met the minimum monthly recurring revenue ("MRC") for use of certain services.

88. XO failed to meet the minimum qualifying revenues for use of the identified services from October 2010 through September 2011. Therefore, XO did not qualify for the IOF/TBR credit. XO nevertheless claimed to have qualified for the credit and has refused to pay hundreds of thousands of dollars in outstanding charges that it owes to Verizon.

89. In addition, under the Custom Solutions Agreement, Verizon provided XO with a "conversion credit" in exchange for XO's agreement that it would not purchase under the parties' interconnection agreements "any DS1 or DS3 Unbundled Transport, DS1 or DS3 Unbundled Loops, DS1 or DS3 EELs, or DS1 or DS3 Commingled EELs during the first five (5) Plan Years of the Service Period," but instead would purchase services at those capacity levels subject to the rates negotiated under the Custom Solutions Agreement.

90. XO purchased DS1 and DS3 services from October 2008 through December 2014; effective November 2009, it purchased these services pursuant to the Custom Solutions Agreement. XO nevertheless claimed that it purchased these services under the parties' interconnection agreements and has refused to pay Verizon nearly two million dollars for its use of these DS0 and DS1 circuits.

Interstate Services Provided under Contract

91. In addition to the telecommunications services that Verizon provides customers pursuant to its federal tariffs, Verizon also provides certain interstate communication services to customers pursuant to Title I. *See supra* ¶ 32. Verizon has negotiated a master service agreement with XO covering these services.

92. Verizon has provided services to XO pursuant to the contracts and has billed XO hundreds of thousands of dollars under the contracts that XO owes but has refused to pay.

INTRASTATE CHARGES

Transport Mileage Charges – New York

93. Under the interconnection agreement between Verizon New York and the entity then called XO New York, many of the services that Verizon agreed to provide were those set forth in Verizon's New York state tariff. *See* PSC NY No. 8 tariff. One such service was dedicated transit service, a high-capacity, digital transmission path used to carry another local exchange carrier's local and associated exchange access services. Verizon and XO's contract explicitly instructed that the eligible rates would be governed by Verizon's New York tariff. New York Agreement, Exh. A, § I.A.I.

94. PSC NY No. 8 sets forth two components for billing for dedicated transport: a fixed mileage rate and a transport mile rate element. The fixed rate is a constant charge for the provision of dedicated transport irrespective of the length of the transport circuit, but the transport mile rate element is calculated based on the airline distance between the end office or access tandem and the serving wire center of the XO's premises or interconnection location.

95. Verizon provided dedicated transport to XO pursuant to the terms of its New York tariff from April 2010 through March 2014. XO has not paid Verizon for the fixed mileage

charges due under that tariff. XO owes Verizon hundreds of thousands of dollars in fixed mileage charges for the services Verizon provided pursuant to that tariff.

Transport Trunks – California, Texas, and Florida

96. Verizon has provided XO with special access transport trunks in California, Texas, and Florida, pursuant to Verizon's state tariffs. GTE California Inc. Tariff P.U.C. No. C-1, § II(A); Verizon Florida LLC Tariff, § 6.2; Contel of Texas, Inc. Tariff, § 4.1.

97. XO's Access Service Requests to Verizon for these trunks were clearly populated with request types indicating that XO ordered special access facilities.

98. Verizon provisioned these trunks as special access and billed XO at the applicable tariffed rate. XO has refused to pay more than one million dollars in special access charges that it owes under these three state tariffs.

Taxes and Surcharges – Multiple States

99. Verizon assesses various state taxes and surcharges for services that it provides pursuant to its state tariffs. *See, e.g.,* Verizon New York Inc. Tariff PSC NY 9, § 6.3.6.

100. Verizon billed XO tens of thousands of dollars in taxes and surcharges under the terms of its various state tariffs in connection with services that it provided to XO pursuant to those tariffs. XO has refused to pay those amounts.

XO'S REPEATED BREACHES OF THE INTERCONNECTION AGREEMENTS

101. XO has repeatedly failed to pay Verizon for services that Verizon has provided pursuant to each of the Interconnection Agreements, in breach of those contracts.

Charges for Transporting Traffic to the Point of Interconnection

102. Under the California interconnection agreement between Verizon and XO, XO is responsible for the costs of the transport facilities used to route traffic from its facilities to its chosen point of interconnection on Verizon's network. *See* California Agreement, § 4.2.

103. In the 2007 Settlement Agreement, Verizon and XO clarified their understanding of XO's responsibilities under the California Agreement. 2007 Agreement, § 2(d)(iv) ("The Parties acknowledge and agree that the Effective ICA in the state of California (as amended, including pursuant to the settlement agreement between the Parties as of October 21, 2004) provides that each Party, at its own expense, shall provide transport facilities to the technically feasible Point(s) of Interconnection.").

104. Because Verizon and XO share the use of the facilities for traffic exchanged between their respective points of interconnection, XO owes Verizon for the proportion of the facilities used to deliver traffic from XO to Verizon's point of interconnection. Verizon has billed XO nearly two million dollars for its use of those facilities since October 2007. XO refuses to pay the amounts owed.

Percent Proportional Usage Factor

105. Verizon's Interconnection Agreements with XO provide for use of two-way traffic exchange trunks by which Verizon can calculate the ratio of traffic that each party (Verizon and XO) sends over the trunks. *See, e.g.,* Delaware Agreement, § 5.7 ("Reciprocal Compensation Arrangements"). Verizon bills XO according to the percent proportional usage ("PPU") factor. *Id.* § 5.6.3.

106. Verizon and XO have previously disputed the PPU factor for local/intraLATA interconnection transport facilities in several states; in 2007, the parties explicitly negotiated prospective PPU factors for eight different states: Virginia, Delaware, Massachusetts, Maryland,

New Jersey, New York, Pennsylvania, and Washington, D.C. 2007 Agreement, Exhibit X.

Those PPU factors are not used in billing one-way and access trunks.

107. Applying the agreed-upon PPU factors to the two-way traffic exchange trunks, XO owes Verizon hundreds of thousands of dollars that it has refused to pay. XO also owes Verizon for traffic routed over one-way and access trunks that it also refuses to pay.

VOIP Credits

108. In 2008, Verizon and XO amended their Interconnection Agreements in eleven jurisdictions to govern the exchange of Voice-over-Internet-Protocol ("VOIP") traffic between the parties. The amendments allowed for identification and payment by the Originating Party for the transport and termination of the VOIP traffic. *See, e.g.*, Amendment No. 9 to Washington, D.C. Agreement, § 2 (Oct. 9, 2008).

109. The amendments also provided that the parties would work together to establish billing and payment procedures. *Id.* § 6. Verizon and XO agreed to resolve billing disputes for VOIP-related claims on a quarterly basis; credits not claimed within the quarterly resolution period were waived, as recognized by XO.

110. In February 2012, XO demanded VOIP credits from the fourth quarter of 2008 through 2011, contrary to the VOIP resolution process the parties negotiated and the aged nature of these credit requests. When Verizon denied those credits, XO withheld the hundreds of thousands of dollars that it claims are due in credits, but which it in fact owes to Verizon under the Interconnection Agreements.

CLAIMS FOR RELIEF

**Count I: Breach of Federal Tariffs
(Damages Action)**

111. Verizon repeats and realleges every allegation of this Complaint as if set forth again in full.

112. Verizon has valid tariffs on file with the FCC that govern its provision of interstate services and that are also binding on XO, as its customer under those tariffs.

113. Verizon has provided XO with its federally tariffed services and billed XO at its federally tariffed rates, as set forth above.

114. XO has failed to pay Verizon the amounts assessed and due under Verizon's FCC tariffs.

115. XO's conduct, as described in the preceding paragraphs, is a breach of Verizon's FCC tariffs.

116. As a result of XO's conduct, Verizon has been injured and incurred damages of at least \$22,500,000.

117. XO is also responsible for any late payment charges due under the tariffs.

**Count II: Breach of State Tariffs
(Damages Action)**

118. Verizon repeats and realleges every allegation of this Complaint as if set forth again in full.

119. Verizon has valid tariffs on file in each of the states in which it operates that govern its provision of intrastate services and that are also binding on XO, as its customer under those tariffs.

120. Verizon has provided XO with its state tariffed services and billed XO at its state tariffed rates, as set forth above.

121. XO has failed to pay Verizon the amounts assessed and due under Verizon's state tariffs.

122. XO's conduct, as described in the preceding paragraphs, is a breach of Verizon's state tariffs.

123. Verizon has been harmed by XO's failure to pay approximately \$2,000,000 of the rates invoiced pursuant to Verizon's state tariffs.

124. XO is also responsible for any late payment charges due under the tariffs.

**Count III: Breach of Contracts
(Damages Action)**

125. Verizon repeats and realleges every allegation of this Complaint as if set forth again in full.

126. Verizon and XO have entered into numerous contracts, including interconnection agreements, settlement agreements, and privately negotiated contracts for interstate services, among others, as alleged above.

127. Verizon has substantially performed under each of the contracts.

128. Verizon has billed XO the amounts due under each contract.

129. XO has failed to pay Verizon the amounts assessed and due under those contracts.

130. XO's conduct, as described in the previous paragraphs, is a breach of the parties' contracts.

131. As a result of XO's conduct, Verizon has been injured and incurred damages of at least \$3,500,000.

132. XO is also responsible for any late payment charges due under the Interconnection Agreements.

Count IV: Declaratory Judgment

133. Verizon repeats and realleges every allegation of this Complaint as if set forth again in full.

134. Verizon continues to provide services to XO pursuant to the tariffs and contracts set forth above and to bill XO the rates due under those tariffs and contracts.

135. XO has indicated that it intends to continue to refuse to pay those charges.

136. As a result of the foregoing, a real, actual, and present controversy exists between the parties.

137. Verizon seeks a judicial determination of its rights pursuant to the Declaratory Judgment Act, 28 U.S.C. § 2201, with regard to XO's refusal to pay amounts that Verizon has invoiced and continues to invoice for services provided pursuant to its tariffs and the parties' contracts. Specifically, Verizon seeks a declaration that Verizon's billings are valid and that XO is required to pay the amounts due under the tariffs and contracts.

PRAYER FOR RELIEF

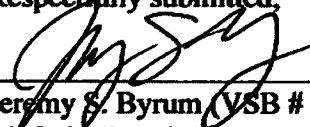
WHEREFORE, Verizon respectfully prays for relief and judgment, and requests that the Court:

- A. Enter judgment in favor of Verizon and against XO in an amount to be proved at trial plus late payment charges due under the tariffs and contracts;
- B. Enter a declaratory ruling in favor of Verizon and against XO that Verizon's billings are valid and that XO is obligated to pay the amounts due to Verizon under its tariffs and the parties' contracts; and

C. Award Verizon its costs and such other and further relief as the Court deems just and proper.

Dated: March 19, 2015

Respectfully submitted,



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EXHIBIT 70

Verizon Tariff F.C.C. No. 1,
Section 23.1(L), Rates and Charges

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(L) Rates and Charges

(1) Nodes

(A) Monthly Rates, Per Node

(1) Switched Access

Node Type	USOC	3-Year Term	(D)
OC3	SS6C3	\$2,228.00	
OC12/3	SS6V3	3,837.00	
OC12	SS6D3	2,768.00	
Enhanced OC12	SSXA3	4,860.00	
OC48	SS6E3	5,717.00	
Enhanced OC48	SSXB3	10,658.00	
OC192	S8KL3	15,525.00	
Enhanced OC192	SSXC3	16,560.00	
<u>5-Year Term</u>			(D)
OC3	SS6C5	\$1,290.00	
OC12/3	SS6V5	2,132.00	
OC12	SS6D5	2,050.00	
Enhanced OC12	SSXA5	2,700.00	
OC48	SS6E5	4,235.00	
Enhanced OC48	SSXB5	4,604.00	
OC192	S8KL5	11,500.00	
Enhanced OC192	SSXC5	9,200.00	
<u>7-Year Term</u>			(D)
OC3	SS6C7	\$1,186.00	
OC12/3	SS6V7	1,918.00	
OC12	SS6D7	1,975.00	
Enhanced OC12	SSXA7	2,430.00	
OC48	SS6E7	4,050.00	
Enhanced OC48	SSXB7	4,143.00	
OC192	S8KL7	10,350.00	
Enhanced OC192	SSXC7	8,280.00	
			(D)

Service availability limited. Refer to # footnote on Page 23-1.

(Issued under Transmittal No. 1094)

Issued: June 16, 2010

Effective: July 1, 2010

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(1) Nodes (Cont'd)

(A) Monthly Rates, Per Node (Cont'd)

(2) Special Access

<u>Node Type</u>	<u>USOC/3-Year Term</u>	<u>USOC/5-Year Term</u>	<u>USOC/7-Year Term</u>
OC3	SN8A3	SN8A5	SN8A7
N-MSA	\$2,228.00	\$1,290.00	\$1,186.00
Price Band 4	2,228.00	1,290.00	1,186.00
Price Band 5	2,228.00	1,290.00	1,186.00
Price Band 6	2,228.00	1,290.00	1,186.00
Enhanced OC3	SSLD3	SSLD5	SSLD7
N-MSA	2,228.00	1,290.00	1,186.00
OC12/3	SN8D3	SN8D5	SN8D7
N-MSA	3,837.00	2,132.00	1,918.00
Price Band 4	3,837.00	2,132.00	1,918.00
Price Band 5	3,837.00	2,132.00	1,918.00
Price Band 6	3,837.00	2,132.00	1,918.00
OC12	SN8B3	SN8B5	SN8B7
N-MSA	2,768.00	2,050.00	1,975.00
Price Band 4	3,943.00	2,238.00	2,015.00
Price Band 5	3,943.00	2,238.00	2,015.00
Price Band 6	3,943.00	2,238.00	2,015.00
Enhanced OC12	SSLA3	SSLA5	SSLA7
N-MSA	4,860.00	2,700.00	2,430.00
Price Band 4	4,860.00	2,700.00	2,430.00
Price Band 5	4,860.00	2,700.00	2,430.00
Price Band 6	4,860.00	2,700.00	2,430.00
OC48	SN8C3	SN8C5	SN8C7
N-MSA	5,717.00	4,235.00	4,050.00
Price Band 4	10,658.00	4,604.00	4,143.00
Price Band 5	10,658.00	4,604.00	4,143.00
Price Band 6	10,658.00	4,604.00	4,143.00
Enhanced OC48	SSLB3	SSLB5	SSLB7
N-MSA	10,658.00	4,604.00	4,143.00
Price Band 4	10,658.00	4,604.00	4,143.00
Price Band 5	10,658.00	4,604.00	4,143.00
Price Band 6	10,658.00	4,604.00	4,143.00
OC192	S9NL3	S9NL5	S9NL7
N-MSA	15,525.00	11,500.00	10,350.00
Price Band 4	20,700.00	11,500.00	10,350.00
Price Band 5	20,700.00	11,500.00	10,350.00
Price Band 6	20,700.00	11,500.00	10,350.00

Service availability limited. Refer to # footnote on Page 23-1.

(N)

(Issued under Transmittal No. 806)

Issued: May 16, 2007

Effective: May 31, 2007

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(1) Nodes (Cont'd)

(A) Monthly Rates, Per Node (Cont'd)

(2) Special Access (Cont'd)

<u>Node Type</u>	<u>USOC/3-Year Term</u>	<u>USOC/5-Year Term</u>	<u>USOC/7-Year Term</u>
Enhanced OC192	SSLC3	SSLC5	SSLC7
N-MSA	\$16,560.00	\$9,200.00	\$8,280.00
Price Band 4	16,560.00	9,200.00	8,280.00
Price Band 5	16,560.00	9,200.00	8,280.00
Price Band 6	16,560.00	9,200.00	8,280.00

Service availability limited. Refer to # footnote on Page 23-1.

(N)

(Issued under Transmittal No. 806)

Issued: May 16, 2007

Effective: May 31, 2007

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(L) Rates and Charges

(1) Nodes (Cont'd)

(B) Nonrecurring Charges

(1) Subsequent Installation, Per Node or Port Node

	<u>USOC</u>	<u>Nonrecurring Charge</u>	(D)
(a) Switched Access			
OC3, OC12, OC48, or OC192	NRB4J	\$1,599.00	
(b) Special Access			
OC3, OC12, OC48, or OC192			
N-MSA	NRBSV	1,599.00	
Price Band 4	NRBSV	1,599.00	
Price Band 5	NRBSV	1,599.00	
Price Band 6	NRBSV	1,599.00	

(D)

Service availability limited. Refer to # footnote on Page 23-1.

(Issued under Transmittal No. 1094)

Issued: June 16, 2010

Effective: July 1, 2010

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(L) Rates and Charges (cont'd)

(2) Mileage, Per Mile Between Nodes

(a) Switched Access

<u>Ring Type</u>	<u>USOC</u>	<u>3-Year Term</u>	(D)
OC3	1YWAS	\$352.00	
OC12	1YWBS	400.00	
OC48	1YWCS	625.00	
OC192	1YAVS	1,215.00	
		<u>5-Year Term</u>	(D)
OC3	1YWDS	\$235.00	
OC12	1YWES	310.00	
OC48	1YWFS	450.00	
OC192	1YAWS	900.00	
		<u>7-Year Term</u>	(D)
OC3	1YWTS	\$223.00	
OC12	1YWWS	300.00	
OC48	1YW1S	400.00	
OC192	1YAYS	850.00	

(D)

(b) Special Access

<u>Ring Type</u>	<u>USOC/3-Year Term</u>	<u>USOC/5-Year Term</u>	<u>USOC/7-Year Term</u>
OC3	1A7AS	1A7DS	1YWSS
N-MSA	\$352.00	\$235.00	\$223.00
Price Band 4	352.00	235.00	223.00
Price Band 5	352.00	235.00	223.00
Price Band 6	352.00	235.00	223.00
OC12	1A7BS	1A7ES	1YWVS
N-MSA	400.00	310.00	300.00
Price Band 4	671.00	359.00	341.00
Price Band 5	671.00	359.00	341.00
Price Band 6	671.00	359.00	341.00
OC48	1A7CS	1A7FS	1YWZS
N-MSA	625.00	450.00	400.00
Price Band 4	1,279.00	639.00	607.00
Price Band 5	1,279.00	639.00	607.00
Price Band 6	1,279.00	639.00	607.00
OC192	1YASS	1YATS	1Y AUS
N-MSA	1,215.00	900.00	850.00
Price Band 4	2,559.00	1,279.00	1,215.00
Price Band 5	2,559.00	1,279.00	1,215.00
Price Band 6	2,559.00	1,279.00	1,215.00

Service availability limited. Refer to # footnote on Page 23-1.

(Issued under Transmittal No. 1094)

Issued: June 16, 2010

Effective: July 1, 2010

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring## (Cont'd)

(L) Rates and Charges (Cont'd)

(3) Ports

(a) Monthly Rates, Per Port

(1) Switched Access

<u>Port Type</u>	<u>USOC/ M-to-M</u>	<u>USOC/ 3-Year Term</u>	<u>USOC/ 5-Year Term</u>	(D)
DS1 at OC3 or OC12/3 Node	S8JAX \$ 28.00	S8JA3 \$ 28.00	S8JA5 \$ 28.00	
DS1 at OC12 Node#	S8LUX 28.00	S8LU3 28.00	S8LU5 28.00	
DS1 at OC48 Node#	S8LVX 28.00	S8LV3 28.00	S8LV5 28.00	
DS1 at OC192 Node#	S8LWX 115.00	S8LW3 115.00	S8LW5 115.00	
DS3 or STS1 at OC3 or OC12/3 Node	S8JBX 115.00	S8JB3 115.00	S8JB5 115.00	
DS3 or STS1 at OC12 Node	S8JCX 115.00	S8JC3 115.00	S8JC5 115.00	
DS3 or STS1 at OC48 Node	S8JDX 115.00	S8JD3 115.00	S8JD5 115.00	
DS3 or STS1 at OC192 Node	S8JXX 115.00	S8JX3 115.00	S8JX5 115.00	
DS3 Transmux at OC3#	S8L2X 400.00	S8L23 400.00	S8L25 400.00	
DS3 Transmux at OC12#	S8LYX 400.00	S8LY3 400.00	S8LY5 400.00	
DS3 Transmux at OC48#	S8LZX 400.00	S8LZ3 400.00	S8LZ5 400.00	
DS3 Transmux at OC192#	S8L1X 400.00	S8L13 400.00	S8L15 400.00	

(D)

(D)

Requires an enhanced node.

Service availability limited. Refer to # footnote on Page 23-1.

(Issued under Transmittal No. 1094)

Issued: June 16, 2010

Effective: July 1, 2010

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(L) Rates and Charges (Cont'd)

(3) Ports (Cont'd)

(a) Monthly Rates, Per Port (Cont'd)

(1) Switched Access (Cont'd)

<u>Port Type</u>	<u>USOC/ M-to-M</u>	<u>USOC/ 3-Year Term</u>	<u>USOC/ 5-Year Term</u>	<u>USOC/ 7-Year Term**</u>	(D)
OC3 at OC12 Node	S8JEX \$250.00	S8JE3 \$250.00	S8JE5 \$250.00	S8JE7 \$ 250.00	
OC3 at OC48 Node	S8JFX 250.00	S8JF3 250.00	S8JF5 250.00	S8JF7 250.00	
OC3 at OC192 Node	S8KEM 250.00	SAKE3 250.00	SAKE5 250.00	S8KE7 250.00	
OC12 at OC48 Node	S8JHX 500.00	S8JH3 500.00	S8JH5 500.00	S8JH7 500.00	
OC12 at OC192 Node	S8KGM 500.00	S8KG3 500.00	S8KG5 500.00	S8KG7 500.00	
OC48 at OC192 Node	S8KJM 1,200.00	S8KJ3 1,200.00	S8KJ5 1,200.00	S8KJ7 1,200.00	

** Ports with 7-year term plans are only available when used in the provision of asymmetrical port facilities or subtending node facilities which are under a 7-year term plan.

(D)

Service availability limited. Refer to # footnote on Page 23-1.

(Issued under Transmittal No. 1094)

Issued: June 16, 2010

Effective: July 1, 2010

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(L) Rates and Charges (Cont'd)

(3) Ports (Cont'd)

(a) Monthly Rates, Per Port (Cont'd)

(2) Special Access

Port Type	USOC/M-to-M	USOC/3-Year Term	USOC/5-Year Term	
DS1 at OC3 or OC12/3 Node	SPRAX	SPRA3	SPRA5	
Price Band 4	28.00	28.00	28.00	(D)
Price Band 5	28.00	28.00	28.00	
Price Band 6	28.00	28.00	28.00	
DS1 at OC12 Node*	S9QUX	S9QU3	S9QU5	(D)
Price Band 4	28.00	28.00	28.00	
Price Band 5	28.00	28.00	28.00	
Price Band 6	28.00	28.00	28.00	
DS1 at OC48 Node*	S9QVX	S9QV3	S9QV5	(D)
Price Band 4	28.00	28.00	28.00	
Price Band 5	28.00	28.00	28.00	
Price Band 6	28.00	28.00	28.00	
DS1 at OC192 Node*	S9QWX	S9QW3	S9QW5	(D)
Price Band 4	28.00	28.00	28.00	
Price Band 5	28.00	28.00	28.00	
Price Band 6	28.00	28.00	28.00	
DS3 or STS1 at OC3, or OC3/12 Node	SPRBX	SPRB3	SPRB5	(D)
Price Band 4	143.00	115.00	115.00	
Price Band 5	143.00	115.00	115.00	
Price Band 6	143.00	115.00	115.00	
DS3 or STS1 at OC12 Node	SPRCX	SPRC3	SPRC5	(D)
Price Band 4	115.00	115.00	115.00	
Price Band 5	115.00	115.00	115.00	
Price Band 6	115.00	115.00	115.00	
DS3 or STS1 at OC48 Node	SPRDX	SPRD3	SPRD5	(D)
Price Band 4	115.00	115.00	115.00	
Price Band 5	115.00	115.00	115.00	
Price Band 6	115.00	115.00	115.00	
DS3 or STS1 at OC192 Node	SPRXX	SPRX3	SPRX5	(D)
Price Band 4	115.00	115.00	115.00	
Price Band 5	115.00	115.00	115.00	
Price Band 6	115.00	115.00	115.00	

* Requires enhanced node.

Service availability limited. Refer to # footnote on Page 23-1.

(Issued under Transmittal No. 1351)

Issued: August 31, 2017

Effective: September 15, 2017

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(L) Rates and Charges (Cont'd)

(3) Ports (Cont'd)

(a) Monthly Rates, Per Port (Cont'd)

(2) Special Access (Cont'd)

<u>Port Type</u>	<u>USOC/ M-to-M</u>	<u>USOC/ 3-Year Term</u>	<u>USOC/ 5-Year Term</u>
DS3 Transmux at OC3 Node*	S9Q2X	S9Q23	S9Q25
Price Band 4	400.00	400.00	400.00
Price Band 5	400.00	400.00	400.00
Price Band 6	400.00	400.00	400.00

(D)

* Requires an Enhanced Node.

Service availability limited. Refer to # footnote on Page 23-1.

(Issued under Transmittal No. 1351)

Issued: August 31, 2017

Effective: September 15, 2017

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(L) Rates and Charges (Cont'd)

(3) Ports (Cont'd)

(a) Monthly Rates, Per Port (Cont'd)

(2) Special Access (Cont'd)

<u>Port Type</u>	<u>USOC/ M-to-M</u>	<u>USOC/ 3-Year Term</u>	<u>USOC/ 5-Year Term</u>	<u>USOC/ 7-Year Term**</u>	
DS3 Transmux at OC12 Node*	S9QYX	S9QY3	S9QY5		(D)
Price Band 4	400.00	400.00	400.00		
Price Band 5	400.00	400.00	400.00		
Price Band 6	400.00	400.00	400.00		
DS3 Transmux at OC48 Node*	S9QZX	S9QZ3	S9QZ5		(D)
Price Band 4	400.00	400.00	400.00		
Price Band 5	400.00	400.00	400.00		
Price Band 6	400.00	400.00	400.00		
DS3 Transmux at OC192 Node*	S9Q1X	S9Q13	S9Q15		(D)
Price Band 4	400.00	400.00	400.00		
Price Band 5	400.00	400.00	400.00		
Price Band 6	400.00	400.00	400.00		
OC3 at OC12 Node N-MSA	SPREX 250.00	SPRE3 250.00	SPRE5 250.00	SPRE7 \$250.00	
Price Band 4	343.00	343.00	343.00		
Price Band 5	343.00	343.00	343.00		
Price Band 6	343.00	343.00	343.00		
OC3 at OC48 Node N-MSA	SPRFX 250.00	SPRF3 250.00	SPRF5 250.00	SPRF7 250.00	
Price Band 4	343.00	343.00	343.00		
Price Band 5	343.00	343.00	343.00		
Price Band 6	343.00	343.00	343.00		
OC3 at OC192 Node N-MSA	S9NEM 250.00	S9NE3 250.00	S9NE5 250.00	S9NE7 250.00	
Price Band 4	343.00	343.00	343.00		
Price Band 5	343.00	343.00	343.00		
Price Band 6	343.00	343.00	343.00		

* Requires an Enhanced Node.

** Ports with 7-year term plans are only available when used in the provision of asymmetrical port facilities or subtending node facilities which are under a 7-year term plan.

Service availability limited. Refer to # footnote on Page 23-1.

(Issued under Transmittal No. 1351)

Issued: August 31, 2017

Effective: September 15, 2017

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005

ACCESS SERVICE

23. Dedicated Ring and Optical Services (Cont'd)23.1 Verizon Dedicated SONET Ring# (Cont'd)

(T)

(L) Rates and Charges (Cont'd)

(3) Ports (Cont'd)

(a) Monthly Rates, Per Port (Cont'd)

(2) Special Access (Cont'd)

Port Type	USOC/ M-to-M	USOC/ 3-Year Term	USOC/ 5-Year Term	USOC/ 7-Year Term**	(T)
OC3c at OC12 Node	SPROX	SPRO3	SPRO5		
N-MSA	\$250.00	\$250.00	\$250.00		
Price Band 4	274.00	274.00	274.00		
Price Band 5	274.00	274.00	274.00		
Price Band 6	274.00	274.00	274.00		
OC3c at OC48 Node	SPRPX	SPRP3	SPRP5		
N-MSA	250.00	250.00	250.00		
Price Band 4	274.00	274.00	274.00		
Price Band 5	274.00	274.00	274.00		
Price Band 6	274.00	274.00	274.00		
OC3c at OC192 Node	S9NFM	S9NF3	S9NF5		
N-MSA	250.00	250.00	250.00		
Price Band 4	274.00	274.00	274.00		
Price Band 5	274.00	274.00	274.00		
Price Band 6	274.00	274.00	274.00		
OC12 at OC48 Node	SPRHX	SPRH3	SPRH5	SPRH7	
N-MSA	500.00	500.00	500.00	\$500.00	
Price Band 4	642.00	642.00	642.00		
Price Band 5	642.00	642.00	642.00		
Price Band 6	642.00	642.00	642.00		
OC12 at OC192 Node	S9NGM	S9NG3	S9NG5	S9NG7	
N-MSA	500.00	500.00	500.00	500.00	
Price Band 4	642.00	642.00	642.00		
Price Band 5	642.00	642.00	642.00		
Price Band 6	642.00	642.00	642.00		

** Ports with 7-year term plans are only available when used in the provision of asymmetrical port facilities or subtending node facilities which are under a 7-year term plan. (T)

Service availability limited. Refer to # footnote on Page 23-1. (N)

(Issued under Transmittal No. 806)

Issued: May 16, 2007

Effective: May 31, 2007

Vice President, Federal Regulatory
1300 I Street, NW, Washington, D.C. 20005