

If a party in whom another imposes confidence misuses that confidence to gain his own advantage while the other has been made to feel that the party in question will not act against his welfare, the transaction is the result of undue influence. The influence must be such that the victim acts in a way contrary to his own best interests and thus in a fashion in which he would not have operated but for the undue influence.

Williston on Contracts, § 1625 at 776-777 (3d Ed., 1970), quoted in Francois v. Francois, 599 F.2d 1286, 1292 (3d Cir.

1979)(emphasis added). Under that definition "influence" is clearly allowed if the intra-corporate decision-making process allows individuals associated with the cable operator's business to have any review or input on decisions regarding the programming vendor's business, provided that it does not cause the programming vendor to "act" in a way that is contrary to his best interest".

In order to establish "undue influence", there must be some direct evidence of cable-operator coercion, or threat thereof, that is both anti-competitive and uneconomic for the programming vendor. In order to prevent claims arising under this section from being instituted for purposes of business negotiation or conducting a discovery "fishing" expedition, there must be some evidence presented at the outset by the distributor tending to prove both (1) the existence of coercion or threat and (2) that the programming vendor is acting against its own best

interests." Otherwise, any customer unhappy with contractual negotiations with the programming vendor could simply file a complaint alleging a violation of this section.

B. Discrimination In Programming Distribution

The Commission has sought comment on objective standards that could be applied in order to assist it in distinguishing discriminatory behavior from legitimate business behavior. This is a difficult task. Indeed, a vendor's program pricing practices allowing volume discounts has been demonstrated to facilitate broad program distribution, whereas other pricing practices would restrict distribution.^{5/} The Commission rightly imposes the burden on a customer filing a complaint to establish a prima facie case. (See discussion of prima facie complaint criteria under "Enforcement", supra, at p. 37). Indeed, the burden of proving unreasonableness, or the anticompetitive effect of the conduct, should clearly remain on the complainant as it has in traditional discrimination proceedings under the Communications Act. See, e.g., In the Matter of AT&T, 4 FCC Rcd. 2327, 2329 (1989); MCI Telecommunications Corp. v. AT&T, 85 FCC 2d 994, 999 (1981).

^{5/} For example, the Commission has approved volume discounts where the pricing was above marginal costs but below more fully distributed costs, finding that such was clearly in the public interest.

As set forth previously, the Commission would have to determine not only whether price differentials are "unfair" or "discriminatory" but also whether that particular practice or price differential itself has prevented or hindered significantly the distribution of programming to consumers. This raises a number of causation issues. For example, a facilities-based operator's own marketing strategies -- or failures -- may "significantly" hinder it in selling programming. Thus, if other similarly situated facilities-based operators were successful in selling programming in that market, price differentials should be presumed to be not causative of harm. While not asking the distributor to disprove the existence of market factors, there must be sufficient evidence alleged in a prima facie case that the complained of practice itself has caused the hindrance of sales. Exhibit 9 demonstrates how alleged discrimination in pricing (a differential) has minimum effect on consumer pricing or operator costs. This approach would prevent a customer who has refused to invest sufficient resources in marketing or facilities from utilizing this statute to extract unwarranted price concessions.

IX. SECTION 628 -- SPECIFIC AND JUSTIFIABLE DIFFERENTIALS

Section 628 expressly allows programming vendors to impose "reasonable" requirements, and thus utilize differing

terms and conditions to account for differences in (a) credit worthiness, (b) offering of service, (c) financial stability, (d) character and (e) technical quality. The Commission has asked for suggestions on how to distinguish and quantify differentials allowing for these factors. NPRM ¶17. Since it is virtually impossible to quantify these factors, the Commission should simply establish a general standard of reasonableness as provided for in the statute.

Section 628 also provides that the regulations should allow for price differentials based on "actual and reasonable differences in the cost of creation, sale, or delivery or programming" as well as differentials attributable to "economies of scale, cost savings or other direct and legitimate economic benefits that are reasonably attributable to the number of subscribers served". Id. Thus, costs necessary for a vendor to compete in the relevant marketplace should be allowed. These factors, by dealing with cost issues, obviously can be measured somewhat objectively. However, the starting and ending points for such measurement need to be determined, as must the relevancy of any comparisons between differently and similarly situated customers, before any price difference could be deemed to be unjustified by "actual and reasonable differences in costs". In any event, because these actual cost differences are only one

factor in determining the prices, the Commission should not unduly restrict normal business decision-making processes in the regulations.

A. Volume Discounts

Economies of scale are difficult to measure for the various programming vendors. The different size of the customer bases in the different classes of service may dictate a different approach to considering the economies of scale and other legitimate economic benefits reasonably attributable to the large number of subscribers being served by one customer. The guaranteed cash flow from a large customer is by itself one of the most legitimate economic benefits to be obtained in the capital intensive business of satellite program distribution. Importantly, these volume discounts are available to all customers. Quantification of these discounts may change with the economy, interest rates, the availability of investment capital, or performance in the equity markets. The extent of these discounts may also change with the growth and/or maturity of the various markets served by the vendor and they may also be affected by the presence of additional competing programming services.

Exhibit 10 shows that UVI volume discounts on WGN have no discernible effect on cable consumer pricing. Volume

discounts are used in many industries, including telecommunications, to further legitimate business interests. Such discounts are essential in satellite broadcast programming distribution because the open entry into this market permits any customer to uplink the superstation signals. In addition, satellite broadcast programming vendors must compete directly with cable programming vendors that are not vertically integrated and thus are not subject to any restrictions on providing volume discounts. For example, ESPN, USA, CNBC and virtually all other cable networks offer significant volume discounts. United Video must be able to price its superstation services competitively by offering similar discounts. Such volume discounts based on competitive necessity are clearly within the permissible statutory justification allowing price differentials "based on direct and legitimate economic benefits reasonably attributable to the number of subscribers served".

Programming vendors sell their programming services with conditions or arrangements allowing for prepayment discounts, performance discounts and other bonuses tied to the conduct of the particular customer. Such discounts are traditional in most businesses and benefit all parties involved. In addition, because a particular customer may have a more national marketing scope, that customer may be able to obtain more

subscribers. Such customers would be penalized by this statute if programming vendors could not recognize such performance criteria.

B. Definition and Treatment of Buying Groups

At paragraph 26 of the NPRM, the Commission requests comments on issues relevant to defining "agents" or "buying groups" covered by the price discrimination provisions of Section 628(c)(2)(B) of the 1992 Cable Act. United Video believes it is absolutely essential to establish strict limitations on such buying groups. Without reasonable parameters and limits, the formation of loose and disconnected buying groups for the purpose of obtaining volume discounts would totally undermine efforts of the satellite broadcast programming vendors to establish and maintain an overall schedule of rates that provide for reasonable volume discounts in specific circumstances. Furthermore, there is no need for expansive definitions that would permit uncontrolled growth of buying groups to obtain lower rates for satellite broadcast programming because of the highly competitive nature of this market, the ease of entry into the market, and the fact that existing volume discounts are so small that they could not under any circumstance "significantly hinder" distribution of satellite broadcast programming to consumers.

United Video, moreover, urges the Commission to acknowledge certain dangers inherent in buying groups. See, e.g., American Motor Specialties Co. v. F.T.C., 278 F.2d 225 (2d Cir. 1960), cert. denied, 364 U.S. 884 (1960) (Buying group resulted in inducement to seller to provide group bulk discounts below statutorily permissible levels).

To prevent the formation of sham buying groups that would undermine the entire price structures of satellite broadcast programming vendors, buying groups should be permitted only where a single entity owns at least 51% of each member of the group. In addition, the Commission must establish limits not only regarding size of the individual entities permitted to aggregate in a buying group, but also the overall size of the buying group itself. Furthermore, all members of any buying group should be required to agree to unitary treatment such as centralized billing, uniform contract provisions, and joint and several liability and indemnification under the contract. In addition, the buying group must have the technical expertise necessary to carry out the customers' obligations in receiving and distributing service from a satellite broadcast programming vendor.

Without strict limitations on the formation and operation of buying groups, it will be impossible to maintain any

stable price structure for the industries involved. For example, a national trade association might simply declare itself a "buying group" and demand the maximum volume discounted price for all of its members. In the cable television industry, the great majority of cable operators are members of such organizations, so that virtually all cable systems would realize the maximum discount without any reasonable basis or justification. Such a result would totally undermine all existing rate structures and rate stability. In this regard we note that United Video has never increased its rates since it began satellite distribution of superstations in 1978. The company has met increased revenue requirements over the years by effectively marketing its services and expanding its overall customer base.

Exhibit 7 gives background on UVI's pricing. Exhibit 8 shows current pricing structure.

X. OPTION 2: SECTION 202(a) STANDARD FOR ANALYSIS OF PRICE DIFFERENTIALS

In the Notice of Proposed Rule Making, the Commission has requested comment on several options to develop standards to apply in distinguishing between justifiable and discriminatory price differences. United Video believes that the most appropriate standard for defining discrimination is the Commission's

"Option 2", referring to Section 202(a) of the Communications Act. All of the other options mentioned in the NPRM are untested in this marketplace. At best those options would introduce a great deal of uncertainty and could have a detrimental impact on the continued effective distribution of satellite broadcast programming to consumers.

Section 202(a) provides that it is unlawful for a common carrier to engage in "unjust or unreasonable discrimination" in the provision of like communications services or to give any "unreasonable preference or advantage" to any person. This standard is particularly appropriate for satellite broadcast programming vendors such as United Video and could be applied to other types of programming vendors as well. United Video concurs in the Commission's view as expressed in paragraph 21 of the NPRM:

Section 202 could offer the most appropriate standard because it addresses the term "unlawful discrimination" in providing communications services and, therefore, may be more relevant than other laws that do not specifically regulate telecommunications entities.

There is a long history of effective regulation by the Commission under Section 202(a). That experience and precedent can provide some degree of certainty and predictability for all parties attempting to comply with the new law. Use of the 202(a)

standard also will permit the Commission to proceed in a manner that provides it with sufficient flexibility to address any particular situation involving "unfair methods of competition or unfair or deceptive practices" which "hinder significantly" distribution of satellite programming to consumers, while at the same time relying on the marketplace and competition to the maximum extent feasible. Such a flexible approach is fully consistent with Congress' basic policy underlying the 1992 Cable Act, as well as the Commission's established policy of encouraging marketplace solutions, while maintaining sufficient regulatory oversight necessary to resolve any inequitable circumstances that may arise.

Indeed the Commission already has experience in applying this standard specifically to satellite broadcast programming vendors. For many years, these entities filed tariffs with the FCC and the Section 202(a) standards were fully applicable to such filings. More recently, the Commission has applied that standard in various proceedings relating to the provision of superstation signals to the cable and HSD markets. This standard would be beneficial since it recognizes the essential distinctions in communications services justifying the various pricing strategies in these fundamentally different markets.

XI. IMPLEMENTATION OF RULES

In the NPRM, the Commission tentatively concludes "that any pricing policies or restrictions developed to implement Section 628 should not be retroactively applied against existing contracts". NPRM ¶ 27. The Commission's tentative conclusion is sound both in law and in policy and is fully supported by United Video. Section 628 should have no retroactive effect on existing contracts. The regulations adopted pursuant to Section 628(c) should apply only to contracts executed after the effective date of such regulations. The regulations, furthermore, should not apply to future renewals of existing contracts executed prior to the effective date of the regulations.

A. There is a Well-Settled and Strong Presumption Against Retroactive Application of Statutes and Administrative Agency Regulations

Prospective application of laws, statutes and administrative agency regulations is one of the most deeply rooted concepts in United States law. As early as 1806, the United States Supreme Court stated that "[w]ords in a statute ought not to have a retrospective operation, unless they are so clear, strong, and imperative, that no other meaning can be annexed to them, or unless the intention of the legislature cannot otherwise be satisfied." United States v. Heth, 7 U.S. (3 Cranch) 399, 413

(1806). The Supreme Court has reaffirmed this most basic of principles many times over the years. See, e.g., Murray v. Gibson, 56 U.S. (15 How.) 421, 423 (1854); Union Pacific R.R. Co. v. Laramie Stock Yards Co., 231 U.S. 190, 199 (1913); Miller v. United States, 294 U.S. 435, 439 (1935). See also United States v. Security Indus. Bank, 459 U.S. 70, 79 (1982) ("The principle that statutes operate only prospectively...is familiar to every law student.").

Very recently, and consistent with its previous holdings, the Supreme Court has stated that "[r]etroactivity is not favored in the law. Thus, congressional enactments and administrative rules will not be construed to have retroactive effect unless their language requires that result." Bowen v. Georgetown Univ. Hospital, 488 U.S. 204, 208 (1988). See also Kaiser Aluminum and Chemical Corp. v. Benjamin, 494 U.S. 827, 841 (1990) (Scalia, J. concurring) ("[S]ince the beginning of the Republic and indeed since the early days of the common law: absent specific indication to the contrary, the operation of nonpenal legislation is prospective only.").

This rule of law, moreover, has been scrupulously followed by the United States Court of Appeals for the District of Columbia Circuit. See e.g., Wagner Seed Co., Inc. v. Bush, 946 F.2d 918, 924 (D.C. Cir. 1991), quoting Bowen, 488 U.S. at 208;

Alpo Petfoods, Inc. v. Ralston Purina Company, 913 F.2d 958, 963-64 n.6 (D.C. Cir. 1990); Rodulfa v. U.S., 461 F.2d 1240 (D.C. Cir. 1972), cert. denied, 409 U.S. 949 (1972); International Brotherhood of Boilermakers v. NLRB, 316 F.2d 373, 374 (D.C. Cir. 1963).^{6/} Thus, given the long-standing and fundamental presumption against retroactive application of statutes, and absent specific language in the law requiring general retroactive application, Section 628, and all regulations adopted thereunder, must be applied prospectively only.^{7/}

^{6/} The D.C. Circuit, in the past, specifically has upheld the FCC when the Commission has ruled that provisions of Communications Act Amendments had prospective application, only. Monogahela Power Co. v. F.C.C., 655 F.2d 1254 (D.C. Cir. 1981) (1978 Amendments to Communications Act granting Commission jurisdiction over cable television pole attachments have prospective application only).

^{7/} While Section 628 contains a narrow prohibition on exclusive contracts entered into after June 1, 1990, and on renewals after the October 1992 date of enactment of exclusive contracts initially executed prior to June 1, 1990, such limitations fall far short of an authorization of, or invitation to, the Commission to promulgate regulations under Section 628(c) with retroactive applicability. See Section 628(h). Moreover, the fact that the Act contains other provisions clearly intended to operate retroactively, especially in the must carry, retransmission consent and rate regulation sections of the Act (see, e.g., 47 U.S.C. §§ 534, 535, 325(b)(2)(d) and 543(j)), only reaffirms this heavy presumption that regulations to be adopted under Section 628(c) are to apply prospectively only.

B. Neither Section 628, Nor Any Other Part of the Act Contains Provisions Giving the Section, or Regulations Adopted Thereunder, Retroactive Effect

The plain terms of Section 628 contain no language giving the section, or regulations adopted thereunder, retroactive effect. Section 628(b) contains the blanket prohibition forbidding satellite broadcast programmers from engaging in

unfair methods of competition or unfair or deceptive acts or practices, the purpose or effect of which is to hinder significantly or prevent any multi-channel video programming distributor from providing...satellite broadcast programming to subscribers or consumers.

Likewise, Section 628(c) specifies the minimum content of regulations that "shall" be adopted by the Commission.

Section 628(c)(2)(A). Nowhere in either Section 628(b) or (c), does Congress call for or suggest retroactive application of the Section 628(b) blanket prohibition or of any rules adopted under Section 628(c).

C. Regulations Adopted Under Section 628 Should Apply Only to Contracts Executed After the Effective Date Of the Regulations

Regulations adopted under Section 628 should apply only to contracts executed after the effective date of the rules. Furthermore, renewals of contracts executed before the effective date of the regulations should not be affected by the new

regulations, even if the renewals occur after the rules' effective date, as long as such renewals are for a contract executed prior to the regulations' effective date.

With regard to establishing an effective date for regulations adopted under Section 628(c), United Video suggests that the effective date be 6 months from the date any non-appealable order is rendered with respect to the constitutionality of Section 628 or the propriety of the Commission's regulations. Such a timetable would allow for any administrative or operational changes that might become necessary under new regulations. Any claim of discrimination arising under the new rules adopted under Section 628 must stem solely from conduct, transactions or occurrences transpiring after the rules' effective date.

XII. ENFORCEMENT AND RULES GOVERNING COMPLAINTS

The Commission is also required to promulgate regulations to provide for expedited review of complaints challenging conduct under Section 628 as well as procedures for data collection and provision for penalties against persons filing frivolous complaints.

United Video strongly supports the Commission's decision to require the complainant to initially establish a prima

facie case, before any complaint proceeding is initiated. United Video also agrees with the Commission's general proposal to adopt rules whereby disputes would be resolved without a hearing unless there are substantial material issues of fact that cannot be resolved by the staff or through stipulation. We agree that the complaint process should follow those procedural rules used currently for processing common carrier complaints under Section 208 of the Communications Act. 47 C.F.R. §§ 1.720-1.734.^{8/}

**A. Requirement That Complainant
Establish a Prima Facie Case**

In its NPRM at paragraphs 40-45, the Commission states its intention to require any complainant to establish a prima facie case. The Commission requests comments regarding standards for such a prima facie case and what information and documentation the complainant should be required to provide. Furthermore, Congress is clear in its intent that regulations on access and

^{8/} The Commission is considering amendments to those rules in a rulemaking commenced last year. United Video, as well as other superstation vendors have participated, and filed comments in that proceeding. Because the Commission has not yet adopted new rules, we cannot determine whether or not all of the new complaint rules under Section 208 would be appropriate. In any event, we incorporate by reference the Comments of United Video, Inc. filed April 21, 1992 and Reply Comments filed May 11, 1992 in CC Docket No. 92-26. Those comments deal with the pleading process, as well as discovery, motion practice and the like.

pricing are to protect consumers. Thus the effect of a satellite broadcast program vendor's pricing must be examined from the perspective of an adverse effect on consumers before any case can be made for discrimination. United Video regards this initial step in the complaint process -- a step which is wholly the complainant's responsibility -- to establish a prima facie case showing both unjustified discrimination and harm to consumers as a prerequisite for any complaint proceedings.

The minimum information recommended for this examination of the prima facie merits of a complaint should include a complete statement by the complainant of the specific actions of the program vendor and the effects of such actions that constitute the discrimination, e.g., activities of sales people, etc.

Along with this showing, the complainant should be required to submit real evidence of the complained of actions and their effects including:

- A. A description by the complainant of the geographic boundaries (the market) in which the alleged discrimination occurred.
- B. A list provided by the claimant of all television services available in any part of the geographical boundaries delineated in "A".
- C. Current prices and penetration figures (number of customers) for the services listed in "B", along with the penetration rates for each of the three preceding year. In the event that penetration figures are

unavailable for these services, the FCC should make available a means of obtaining such figures from the television services, at the expense fo the claimant for rendering such service.

- D. Proof that the complainant has actively marketed services within the geographical area, including copies of ads, proof of expenditures, descriptions of office or sales facilities.

Once this information is complete, the FCC should examine it to make a determination of the prima facie case and either dismiss it or move it into formal complaint handling procedures.

Should a complainant fail to provide accurate information, fail to render assistance to the Commission in obtaining information, or provide false or misleading information with the complaint, it should be regarded as frivolous and the complainant subject to sanctions and penalties for such complaints.

B. Benchmarks

The Commission also requested comments concerning objective criteria or presumptions for evaluating complaints. We believe that it is impossible to set effective benchmarks accurately reflecting the vast differences in business operations of the various satellite broadcast programming vendors and the very different markets they serve. If the Commission were committed

to benchmarks, we propose benchmarks that could be used in the various markets and that the burden of proof would be on the complainant to demonstrate that these minimum differentials were not justified. The satellite programming vendor still should have the opportunity to demonstrate that larger differentials either are cost justified, or the result of other particular benefits attributable to that vendor's business. Prices within the benchmark range would constitute a "safe harbor", free from challenge.

C. Remedies

As to remedies, Section 628(e)(1) provides that the Commission has the power to order "appropriate" remedies including the power to establish prices. We believe this approach will be sufficient under Section 628 and there is no need for an award of damages. In any event, if damages were to be awarded, they should be only for profits lost directly to the "favored" distributor. In cases under Section 202(a), the Commission has found that the "difference between one rate and another is not the measure of damages...." I.C.C. v. United States, 289 U.S. 385, 389 (1933); Illinois Bell Telephone Co. v. AT&T, 66 RR2d 919 n.13 (1989).

D. Frivolous Complaints

It is important that the Commission provide penalties against persons filing frivolous complaints under Section 628. The Commission should adopt a provision allowing for the award of attorney fees and expenses at any stage in the proceeding, including cash forfeitures to the Commission. Any errors or unsubstantiated allegations should subject a complainant to these penalties. In that regard, the Commission should consider adopting a standard similar to that under Rule 11 of the Federal Rules of Civil Procedure, that all allegations of fact must be well-grounded and the complaining party must have a reasonable basis for making the statements. Forfeiture amounts should be directly proportional to the programming vendor's expense in defending against the complaint, but a minimum amount should be set sufficiently high to discourage frivolous complaints. The Commission also should have the authority to impose its own fines against the complainant, payable to the Commission, to account for the resources expended in administering the process.

XIV. Confidentiality of Business Information

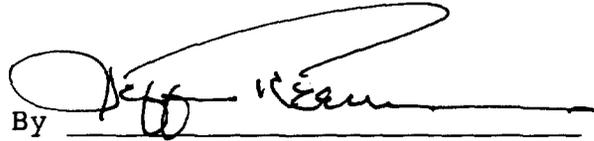
Contracts and documents reflecting terms and conditions, costs and pricing are confidential within the meaning of Freedom of Information Act and are thus subject to protection at

the Commission. FOIA proceedings to obtain such material filed by United Video have twice resulted in FCC decisions finding that these contracts and costs data are entitled to confidential treatment.^{9/} Accordingly, any data collected from satellite broadcast programming vendors, such as United Video, including contracts, marketing materials or any other documents concerning costs and prices, should not be disclosed and should not be subject to public availability. Any such disclosure would allow competitors unfair insight into the programming vendor's business operations and marketing strategies. Any data that may be collected during a Section 628 complaint proceeding should be subject to a protective order and non-disclosure with all appropriate sanctions including monetary forfeitures and other measures imposed for any violations. The current FCC procedures appear sufficient to protect proprietary information.

^{9/} Letter from Gerald Brock to John B. Richards, dated August 22, 1989 (FOI Control No. 89-88); In re National Rural Tel. Coop., 5 FCC Rcd. 502 (1990); Letter from Richard M. Firestone to John B. Richards, dated October 9, 1990 (FOI Control No. 90-200).

Respectfully submitted,

UNITED VIDEO, INC.

A handwritten signature in black ink, appearing to read "Jeff Treeman", written over a horizontal line.

By
Jeff Treeman
President

January 25, 1993

Exhibit # 1

SATELLITE SUPERSTATION BROADCAST PROGRAMMING VENDORS ARE GREATLY DIFFERENT THAN CABLE NETWORKS

THE SUPERSTATION MARKET IS MUCH MORE OPEN TO COMPETITIVE ENTRANTS

	<u>CABLE NETWORK</u>	<u>SUPERSTATION VENDOR</u>
• Owns Exclusive Right of Distribution	YES	NO
• Sells National Ads	YES	NO
• Subject to Syndex Rules	NO	YES
• Cable Ops Must Pay Copyright on Top of Subscriber Fee	NO	YES
• Subject to Legal/Regulatory Blackouts	NO	YES
• Capital Requirements for Start-up	HIGH	LOW
• Subject to Pricing Restriction under 1934 Communications Act	NO	YES

THE SATELLITE SUPERSTATION BROADCAST PROGRAMMING VENDOR BUSINESS IS NON-EXCLUSIVE AND HIGHLY COMPETITIVE

CARRIER	CARRIER	CARRIER	CARRIER	CARRIER	CARRIER
NETLINK	UVI SUPER- STAR	EASTERN MICRO- WAVE	PRIME- TIME 24	PRIME- STAR	SOUTHERN SATELLITE SYSTEMS
SUPERSTATIONS	SUPERSTATIONS	SUPERSTATIONS	SUPERSTATIONS	SUPERSTATIONS	SUPERSTATIONS
<ul style="list-style-type: none">• KUSA - ABC• KCNC - NBC• KMGH - CBS• KRMA - PBS• KWGN	<ul style="list-style-type: none">• WGN *• WPIX *• KTVT *• KTLA	<ul style="list-style-type: none">• WWOR *• WSBK *	<ul style="list-style-type: none">• WRAL - CBS• WABC - ABC• WXIA - NBC	<ul style="list-style-type: none">• WGN *• WPIX *• KTLA *• WTBS *• WWOR *• WSBK *• KTVU	<ul style="list-style-type: none">• WTBS *
C-BAND	C-BAND	C-BAND	C-BAND	K-BAND	C-BAND

* TRANSMITTED ON SEPARATE SATELLITES

**SIXTEEN SUPERSTATIONS ARE AVAILABLE FROM SIX CARRIERS TO
CONSUMERS FROM THE FACILITIES-BASED OPERATORS AND HSD CLASSES OF SERVICE**