

June 4, 2015

Ex Parte

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

Re: *Technology Transitions, GN Docket No. 13-5; Windstream Petition for Declaratory Ruling Seeking to Confirm ILECs' Continued Obligation to Provide DS1s and DS3s on Unbundled Basis after Technology Transitions, WC Docket No. 15-1*

Dear Ms. Dortch:

On June 2, 2015, Malena Barzilai and Jennie Chandra of Windstream Services, LLC (“Windstream”) and I, of Harris, Wiltshire & Grannis LLP, on behalf of Windstream, met with Pamela Arluk, Michele Berlove, Jean Ann Collins, Heather Hendrickson, Daniel Kahn, William Layton, Carol Matthey, Virginia Metallo, Eric Ralph, Deena Shetler, John Visclosky, and David Zesiger of the Wireline Competition Bureau regarding the above referenced proceedings.

We discussed how best to implement the six principles of functionally equivalent service that Windstream proposed. Windstream had previously suggested focusing on the most commonly purchased service, which it believe was a service with a three-year term.¹ Another approach would be to focus on each of the term periods tariffed by the incumbent LEC. We also noted that the Commission needs to make clear that the new replacement products must be permitted to satisfy volume commitments for the discontinued TDM products, and that at the time of transition, any remaining periods on term commitments are all that a wholesale purchaser would have to fulfill in order to qualify for rates for that term and to avoid early termination penalties. In other words, the IP transition would not start a new term commitment period for replacement services.² We also emphasized the importance of barring ILECs from using

¹ See Letter from Malena F. Barzilai, Windstream Corp., to Marlene H. Dortch, Secretary, FCC, GN Docket Nos. 13-5 and 12-353, WC Docket No. 05-25, RM-10593, at 5 (filed Apr. 17, 2015).

² See Reply Comments of Windstream Services, LLC, GN Docket Nos. 13-5 and 12-353, at 36-37 (filed Mar. 9, 2015).

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contractual non-disclosure provisions to bar disclosure to regulators under appropriate confidentiality protections, and of adopting a “sign and sue” rule similar to that applicable to pole attachment agreements.³

Please contact me if you have any questions.

Sincerely,



John T. Nakahata
Counsel to Windstream Services, LLC

cc: Pamela Arluk
Michele Berlove
Jean Ann Collins
Heather Hendrickson
Daniel Kahn,
William Layton
Carol Matthey
Virginia Metallo
Eric Ralph
Deena Shetler
John Visclosky
David Zesiger

³ See Comments of Windstream Corp., GN Docket Nos. 13-5 and 12-353, at 31-32 (filed Feb. 5, 2015).