

Before the
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554

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Federal Communications Commission
Office of Secretary



In the Matter of)
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Special Access Rates for Price Cap Local)
Exchange Carriers)
)
AT&T Corp. Petition for Rulemaking to Reform)
Regulation of Incumbent Local Exchange Carrier)
Rates for Interstate Special Access Services)
)

WC Docket No. 05-25

RM-10593

**COMMENTS OF BROADWING COMMUNICATIONS, LLC,
AND SAVVIS COMMUNICATIONS CORPORATION**

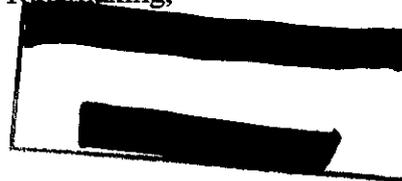
Broadwing Communications, LLC, and SAVVIS Communications Corporation respectfully submit these comments in response to the Commission’s Notice of Proposed Rulemaking (“NPRM”) concerning the appropriate regulatory framework to apply to price cap local exchange carriers’ interstate special access services.

I. INTRODUCTION AND SUMMARY

In 2002, AT&T told this Commission that it “ha[d] been duped” in connection with special access – that the Federal Communications Commission (“FCC” or Commission”) had erred in buying the incumbent local exchange carriers’ (“ILECs”) “story” that they “face[d] substantial competition” in the special access market.¹ AT&T

¹ See AT&T Petition for Rulemaking To Reform Regulation of Incumbent Local Exchange Carrier Rates for Interstate Special Access Services, Petition for Rulemaking, RM-10593 at 2 (filed Oct. 15, 2002) (“AT&T Petition for Rulemaking”).

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argued that the facts to the contrary were “straightforward and indisputable”: “[N]either market forces nor the existing regulatory scheme constrain[ed the ILECs’ special access market] power,” and “existing special access rates [were] unjust and unreasonable.”²

Broadwing and SAVVIS file these comments to underscore that AT&T’s assessment of the state of the special access market in 2002 applies equally to the market today. And as AT&T aptly stated, the “resulting harm to consumers and competition is immense” ... “[r]eal customer choice cannot be sustained” in the face of the ILECs’ stranglehold over the special access market.³

This stranglehold is substantially attributable to a single fundamental fact: competitive providers of special access cannot economically construct their own special access facilities on an end-to-end basis in the vast majority of locations. The reasons for this are widely acknowledged. As the Commission itself has recognized, the special access market is characterized by substantial barriers to entry, including large fixed and sunk costs in deploying competitive facilities, limited economies of scale, and the challenges of obtaining necessary building access permits and rights-of-way. Of course, a great deal of fiber *has* been deployed by competitive service providers in the “core” of the network. But these high capacity fiber facilities – DS3 or higher – generally connect network locations (not customer locations), such as Points of Presence (“POPs”) and carrier hotels, to ILEC serving wire centers. The fact that new entrants can economically justify investment in fiber facilities between carrier hotels or POPs and ILEC wire centers says nothing of their ability to provide critical last-mile facilities into an office building

² *Id.* at 3-4.

³ *Id.* at 4-5.

or residence. *The ILECs still maintain a near monopoly over the tails that connect ILEC serving wire centers to customer premises.*

The ILECs abuse their power in the special access market, and in particular their near monopoly over the tails to the customer premises, to demand unreasonable rates, terms and conditions. As AT&T argued in its petition, the Bell Operating Companies (“BOCs”) returns on interstate special access nearly tripled between 1996 and 2001, resulting in a rate of return of more than 50 percent for SBC alone.⁴ Indeed, for 2001, the BOCs’ returns on special access exceeded the Commission-established 11.25 percent rate of return by almost \$5 billion.⁵ More recently, in 2004, the accounting rates of return for three of the four largest ILECs were in excess of 76 percent, with one of the carriers securing returns on special access services in excess of 81 percent.⁶

But unreasonable ILEC rates of return are far from the whole story. The ILECs also leverage their dominance of the special access market to engage in a host of abusive pricing practices designed to further tip the competitive playing field. For example, the ILECs generally offer discounts on inflated special access tariff rates only to purchasers willing to enter “take or pay” contracts to buy a set amount of special access on a region-wide basis for lengthy terms of three to seven years. With take or pay, the buyer must either take the same amount of special access service it purchased in the previous year or pay for any shortfall. The natural consequence – and the consequence intended by the ILECs – is that even in locations where competitive providers have deployed facilities,

⁴ See *AT&T Petition* at 3-4.

⁵ See *id.* at 8.

⁶ See Letter from Brian R. Moir and C. Douglas Jarrett to Marlene H. Dortch, Federal Communications Commission, WC Docket No. 05-25 at 2 (filed May 10, 2005).

companies often cannot cost-effectively obtain special access circuits from competitive providers because they must meet the ILEC's escalating volume commitment. The ILECs also frequently offer discounts on special access along routes where no competitive facilities are available only on the condition that purchasers buy special access services along routes where competitive alternatives do exist. Finally, the ILECs usually impose substantial penalties for terminating a circuit before the end of the contract term for the circuit. The obvious purpose of those penalties – and that of other ILEC pricing practices discussed herein – is to eliminate demand for alternatives to ILEC special access.

The competitive harm inflicted by the ILECs' monopoly pricing of special access services creates one of the most significant impediments to the deployment of broadband and other advanced telecommunications services. Both SAVVIS and Broadwing are providers of next-generation broadband services, and both pay more than half of every dollar of revenue earned to the ILECs for special access circuits. For this reason, reform of special access rate regulation will likely do more to further the Commission's mandate to remove impediments to the deployment of advanced services than any of the initiatives proposed in other proceedings.

An added complexity for the special access market is the effect of the pending mergers of AT&T-SBC and Verizon-MCI. These proposed mergers threaten to further concentrate the already highly concentrated special access market and further exacerbate the harm to the public caused by the ILECs' dominance of the special access market. AT&T and MCI are the largest competitive suppliers of special access services. Indeed, as Broadwing's recent RFP in the Verizon region – discussed herein – plainly illustrates,

AT&T and MCI provide the *only* significant, region-wide competition to ILEC special access services. Accordingly, the mergers will, if approved, reduce competitive provision of special access facilities in the SBC and Verizon regions from three potential suppliers to two. Worse still, the number of suppliers may effectively decrease to one (the incumbent) if SBC and Verizon fail to compete with one another out-of-region after their respective mergers. Given the ILECs' long history of tacit collusion to avoid out-of-region competition, this is a significant concern to Broadwing and SAVVIS. The Commission should be equally concerned.

In addition, the merged entities will be able to engineer a price squeeze to drive more competitors from the market. As Broadwing and SAVVIS previously explained to the Commission, once the ILECs acquire the IXCs, they will compete with unaffiliated providers, such as Broadwing and SAVVIS, which also ultimately depend on the ILECs for interstate special access circuits. The acquisition of the IXCs thus provides the ILECs with the opportunity and incentive to weaken their new competitors' competitive position by overcharging them for special access and/or providing worse service, while the merged entities' own subsidiaries "pay" only the actual forward-looking economic costs for identical circuits.

II. COMPANY BACKGROUND

A. SAVVIS

SAVVIS is a global information technology services company with more than 5,000 customer endpoints in the financial services, media, retail, professional services, healthcare, manufacturing, government (including the federal government), and other sectors. SAVVIS provides its customers with a full range of information technology

services, including: (1) Internet Protocol virtual private networks (“IP VPNs”); (2) hosting facilities, networks, servers, storage, and operations offered through 24 data centers located in the United States, Europe, and Asia; (3) infrastructure tied to workflow applications that enhance the creation, production, and efficient distribution of digital content and streaming media; and (4) a broad range of network services to support voice, video, data, and Web applications.

In addition to (and in conjunction with) providing and supporting sophisticated internal networks, SAVVIS offers businesses in the United States, Europe, and Asia IP voice and data services at speeds from fractional T-1 to full OC192. Unlike Internet Service Providers (“ISPs”) that provide only the physical connection between end-users and the nearest network node connected to the public Internet, SAVVIS is a true Internet backbone provider, owning and operating a network of high-volume fiber “pipes” that physically connect Internet nodes throughout the United States as well as around the world. This network also includes approximately 50 MPLS switches, 200 backbone routers, 17,000 access devices at customer locations, and hundreds of POPs in 47 countries. SAVVIS acquired this Internet backbone network from Cable & Wireless, which had previously acquired Internet backbone facilities divested as part of the WorldCom-MCI merger. A map showing SAVVIS’ North American network is attached.⁷

Notwithstanding its extensive global infrastructure, SAVVIS has to connect its customers to its network. To do this, SAVVIS purchases special access services. SAVVIS cannot cost-effectively self-provision last-mile connections to its customers,

⁷ See Exhibit A.

and the cost of leasing special access circuits accounts for nearly half of SAVVIS' cost of providing service. SAVVIS only uses special access circuits to connect customers to its network. In other words, unlike many other service providers, SAVVIS does not provision or resell special access circuits.

SAVVIS currently obtains approximately [REDACTED] percent of its special access circuits from a third-party other than the in-region ILEC, although most of the time the end-to-end circuit includes an ILEC-provided component, such as a channel termination from the ILEC serving wire center to the customer premises. The majority of these special access circuits are provisioned by AT&T and MCI. SAVVIS purchases many of its special access circuits from AT&T and MCI instead of the ILECs because SAVVIS receives nationwide service, better rates and contract terms, and more responsive customer service from the IXCs. AT&T and MCI ultimately qualify for significant discounts off the tariffed "rack" rates offered by the ILECs because such discounts generally depend on the volume of services purchased, and AT&T and MCI purchase the largest quantity of ILEC services. In addition to volume discounts, most ILECs provide a rebate at the end of the year if a particular carrier exceeds the amount that it has committed to buy. For carriers with large volumes, such as AT&T and MCI, the discounts can be significant. AT&T and MCI then combine leased ILEC facilities – usually "channel terminations" or "tails" providing the "last mile" to the customer premises – with their own transport and entrance facilities and offer the resulting end-to-end circuit to SAVVIS. Such circuits are known as Type 2 circuits. The availability of Type 2 circuits allows a company such as SAVVIS, which does not have the demand to

qualify for a similar discount or end-of-year rebate, to leverage the IXC's buy rate to receive a lower price for special access than if it bought directly from the ILEC.

When SAVVIS does purchase special access from the ILECs, it typically buys circuits from either the ILEC's price cap tariff or, in those markets where the ILEC has received pricing flexibility, from the ILEC's Phase I or Phase II pricing flexibility tariff. It is SAVVIS' experience that Phase I or Phase II pricing flexibility is available in most of the major markets in which it buys special access services from the ILECs.

B. Broadwing

Broadwing is a major national telecommunications carrier that provides voice communications, broadband transport, and data and Internet services to large enterprises, mid-market businesses, and other telecommunications carriers. Broadwing's fourth-quarter 2004 revenue, on an annualized basis, was \$872 million. Broadwing owns and operates a nationwide, all-optical network that connects 137 cities nationwide and is capable of transmitting up to 800 Gbps per fiber. Broadwing also acquired the assets of the former Focal Communications Corporation in 2004. These assets include a local fiber network in nine cities and a 4,000 enterprise and wholesale/carrier customer base.

Broadwing provides a full array of voice services – long distance, toll-free, calling-card, audio conferencing, and other enhanced services – to business customers. Broadwing provides Internet backbone service both on an unbundled basis and in combination with Virtual Private Network (“VPN”) services. A map is attached showing Broadwing's network.⁸

⁸ See Exhibit B.

Like SAVVIS, Broadwing is not able cost-effectively to self-provision “last-mile” infrastructure, and instead relies on special access circuits provided by third-parties. Special access costs amount to more than one-half of Broadwing’s cost of serving its enterprise customers. More than [REDACTED] of Broadwing’s special access circuits are provisioned by three carriers: AT&T, MCI, and the in-region ILEC. Unlike SAVVIS, Broadwing currently obtains most of its special access circuits from the ILECs. This is because Broadwing prefers to rely on circuits that are owned, and not resold, by the provisioning carrier. These are known as Type 1 circuits, though very few competitive carriers have deployed their own loop and transport facilities. Nonetheless, the limited competition provided by other carriers – and in particular, AT&T and MCI – helps Broadwing obtain better prices and service from the ILECs.

As noted above, Broadwing purchases the majority of its special access circuits from the ILECs. The level of Broadwing’s reliance on the ILEC, however, depends upon the capacity of the circuit. Far more competitive alternatives exist for higher capacity circuits, and in particular, circuits at the DS3 level and higher. There is very little competition for DS1 channel terminations that connect a customer premises to an ILEC’s serving wire center. Indeed, of the more than 28,000 DS1 special access circuits that Broadwing purchases in its Top 25 MSAs, approximately [REDACTED] are provisioned by the ILECs, while only [REDACTED] are supplied by competitive carriers. With regard to DS3 circuits, Broadwing purchases [REDACTED] of its circuits from the ILECs, with the remaining [REDACTED] provided by competitors. And with regard to OC3s, Broadwing purchases [REDACTED] of its circuits from the ILEC, with the

remaining [REDACTED] provided by competitors. In short, as the capacity of special access circuits increases, so does the competitive supply of such circuits.

In SBC territory, Broadwing purchases special access circuits from the ILEC pursuant to a long-term contract providing a sizable discount off the tariffed rate for special access circuits in return for a substantial volume commitment as to both Broadwing's existing and future demand. Broadwing purchases special access from the three other BOCs pursuant to their price cap tariffs. Similar to Broadwing's agreement with SBC, each BOC's tariff offers Broadwing a discount off the normal tariffed "rack" rates if Broadwing commits to spending a certain amount on special access circuits throughout the BOC's region, usually for a term of five years or, in the case of Verizon, for a term of seven years.⁹ As a practical matter, Broadwing is obliged to make a long-term commitment to each BOC to receive the discount, because Broadwing would not have a viable business strategy at the BOCs' undiscounted tariff rates.

III. THE SPECIAL ACCESS MARKET IS HIGHLY CONCENTRATED AND THE ILECS ARE ABUSING THEIR MARKET POWER TO EARN UNREASONABLE RATES OF RETURN.

A. In the Vast Majority of Cases, Broadwing and SAVVIS Have No Alternative to Using ILEC "Last Mile" Facilities.

As set forth above, SAVVIS and Broadwing obtain special access services in different ways: SAVVIS buys from competitive providers such as AT&T and MCI, while Broadwing buys mostly from the ILECs. In either case, however, the "tail" providing the last mile to the customer premises is usually supplied by the ILEC. In other words, while AT&T and MCI have far more "on-net" (Type 1) buildings than any

⁹ Broadwing recently tried to negotiate a pricing flexibility agreement with Verizon, similar to Broadwing's with SBC, but Verizon was not interested in providing a meaningful price-flex discount.

other competitor, even they can reach the vast majority of buildings only by leasing tails from the ILEC (Type 2). As further set forth below, *even very large companies like AT&T and MCI cannot economically self-provision these channel terminations.*

1. The special access market is characterized by substantial barriers to entry.

Broadwing and SAVVIS have no alternative to purchasing tails from third-party providers. Self-provisioning tails is simply not an option. It is true that a great deal of fiber has been deployed by competitive service providers in the “core” of the network. These high capacity fiber facilities – generally DS3 or higher – connect network buildings, such as POPs and carrier hotels, to ILEC serving wire centers. But the ILECs still maintain a near monopoly over the tails that connect an ILEC serving wire center to a customer premises. For example, of the 28,000 total DS1s that Broadwing purchases as both channel terminations and interoffice transport, Broadwing uses approximately [REDACTED] DS1 special access circuits to connect its customers’ premises to the ILEC serving wire center. Approximately [REDACTED] of these circuits are provisioned by the ILEC because there is no competitive alternative for last-mile access. Thus, the fact that many new entrants have deployed fiber facilities between carrier hotels or POPs and ILEC wire centers says nothing of their ability to provide critical last-mile facilities into an office building or residence.

As a practical matter, smaller competitive carriers are not a viable alternative to ILECs in provisioning channel terminations because, as the Commission itself has expressly acknowledged, the large sunk costs and economies of scale associated with the

deployment of loop facilities,¹⁰ together with other operational barriers,¹¹ prevent competitive carriers from offering special access in competition with the ILECs in many markets and along many routes. The Commission described these barriers to entry in the *Triennial Review Remand Order*, noting that “competitive LECs face large fixed and sunk costs in deploying competitive fiber.”¹² “An investment is sunk if, once made, it cannot be re-deployed for some other use. Investments spent on trenching, structure, and rights of way for a loop clearly fall in this category.”¹³ As AT&T has previously explained, sunk costs erect a significant barrier to entry because “[w]hen investments must be sunk, an entrant will be hesitant to undertake an investment if there is a substantial risk that it will not be able to recover the costs of the investment.”¹⁴ And “[u]nless the loop is subsequently purchased or leased by another provider wishing to serve that same location, a carrier’s ability to recover the cost of that loop is generally wholly tied to that carrier’s ability to maintain service to a specific customer.”¹⁵ Therefore, “the existence of sunk costs and the threat that the incumbent would respond with rock-bottom prices may deter all but targeted, limited entry” by a competitive carrier.¹⁶

¹⁰ See *Unbundled Access to Network Elements*, Order on Remand, WC Docket No. 04-313, at ¶ 150 (Feb. 4, 2005) (“*Triennial Review Remand Order*”).

¹¹ See *id.* at ¶ 151.

¹² *Id.* at ¶ 150.

¹³ See *AT&T Petition* at 29-30.

¹⁴ *Id.* at 30.

¹⁵ See *Triennial Review Remand Order* at ¶ 152.

¹⁶ *AT&T Petition* at 30.

Transmission facilities are also characterized by large economies of scale. Most of the cost of deploying transmission facilities is in the supporting structures, placement, rights of way, local permits, and access to buildings, and not in the fiber or copper wires themselves. It typically takes three to four significant enterprise customers in a building to make a build cost-effective. A carrier therefore cannot make a viable business case for investment in an access network if the carrier has a customer base in each city that is widely distributed – as is the case for essentially all new entrants. As a result, the ILECs enjoy substantial economies of scale that new entrants simply cannot match because the cost of the supporting structures is relatively insensitive to the number of lines deployed, and the ILECs have more lines from which they can recover their costs.

Companies seeking to deploy special access facilities face other important operational hurdles as well, such as limited access to buildings and rights-of-way that renders the deployment of loop facilities a practical impossibility in many circumstances.¹⁷ New network construction typically requires cooperation from localities, other carriers, and building owners. Indeed, the process of deploying transmission facilities “inevitably takes many months of pre-construction while the CLEC negotiates and secures (if possible) the necessary rights of way and construction permits from the municipality and negotiates terms of building access from the landlord.”¹⁸ But the ILECs – by virtue of the fact that they already have deployed transmission facilities to every customer premises within their footprint – do not have to bear these costs. Indeed, while building owners generally allowed the ILEC to enter the building for free to provide tenants with telephone service, the same building owners

¹⁷ See *Triennial Review Remand Order* at ¶ 151; *AT&T Petition* at 31.

¹⁸ *AT&T Petition* at 31.

often charge subsequent providers a sizable fee for entry. Moreover, the ILECs can immediately provision a circuit to a customer because they have already wired the building, whereas it will take a competitive carrier from 60 to 180 days to build a new special access circuit. Most customers with circuits below the OCn level are simply unwilling to wait this long for service from a competitor when they can receive an immediate response from the ILEC. Thus, the ILECs enjoy a significant first-mover advantage over would-be entrants to the special access market, which must construct loops and transport from scratch.

In short, the mere fact that competitive fiber networks exist does not address the real issue, which is that the ILEC provides the only full facilities-based alternative to the vast majority of buildings. With relatively few exceptions – predominantly owned by AT&T and MCI – the ILECs own the *only* last mile link to the target buildings and, therefore, anyone who wants to serve customers in those buildings must either purchase access from the ILEC or from another carrier reselling the ILEC's services.

2. Competitive providers of special access only serve a small portion of the market.

It is Broadwing's and SAVVIS' experience that there is no meaningful market alternative to purchasing special access from the ILECs (directly or indirectly) for the vast majority of their last-mile special access needs. As noted in the prior section, competitive carriers have only established alternative facilities to a small fraction of buildings – unlike the ILECs, which have deployed facilities to *every* building within their footprint. For instance, at the time of the petition underlying this proceeding, AT&T estimated that it had access to a facilities-based alternative to ILEC special access

in only about five percent of all the buildings that AT&T serves.¹⁹ Likewise, despite aggressive efforts to self-supply and to use competitive providers wherever feasible, Sprint noted in 2002 that it continued to rely on the ILECs for 93 percent of its total special access needs.²⁰ And WorldCom estimated that 90 percent of its off-net special access circuit needs were provisioned by ILECs, even though WorldCom's policy was to use its own local facilities or those of a competitive carrier whenever possible.²¹ WorldCom also reported that even in the most competitive MSAs, CLECs served 13 percent of buildings, while the ILECs served the remaining 87 percent.²² The 2002 Comments of other carriers similarly illustrate their overwhelming reliance on ILEC special access services.²³

State commissions like the New York Public Service Commission have also found that the ILECs remain the dominant providers of special access services. In a 2001 decision, the New York Public Service Commission wrote that "Verizon dwarfs its

¹⁹ See *id.* at 28.

²⁰ See *Performance Measurements and Standards for Interstate Special Access*, Comments of Sprint Corporation, CC Docket No. 01-321 at 4-5 (filed Jan. 22, 2002).

²¹ See *Performance Measurements and Standards for Interstate Special Access*, Comments of WorldCom, Inc., CC Docket No. 01-321 at 9-10 (filed Jan. 22, 2002).

²² See *Performance Measurements and Standards for Interstate Special Access*, Ex Parte Presentation of WorldCom, Inc., CC Docket No. 01-321 at 4 (filed Nov. 21, 2001).

²³ See, e.g., *Performance Measurements and Standards for Interstate Special Access*, Comments of Cable & Wireless Comments, CC Docket No. 01-321 at 4 (filed Jan. 22, 2002) (explaining that of the more than 750,000 office buildings nationwide, competitive access providers only serve 14,805 street addresses with their own fully-dependent fiber facilities); Focal Comments at 12 (explaining that the vast majority of the T-1 facilities it provisions in the Chicago market are leased from Ameritech, with the remaining circuits purchased from MCI and WorldCom); AT&T Wireless Services Comments, CC Docket No. 01-321 at 8 (filed Jan. 22, 2002) (stating that more than 90 percent of AT&T Wireless Services' transport costs go to paying ILECs for special access facilities).

competitors” in the special access market in New York.²⁴ The data showed that in New York City (LATA 132), Verizon had 8,311 miles of fiber, whereas most competing carriers had only a few hundred miles of fiber. Verizon had 7,364 buildings on its fiber network, compared to fewer than 1,000 for all CLECs combined.²⁵ Of the more than 220,000 buildings in New York City that are mixed use, commercial, industrial, or public institutions, CLECs have fewer than one-half of one percent (0.4 percent).²⁶ The ILEC is the sole provider for the remaining 99.6 percent.²⁷

These enormous disparities exist despite the fact that competition is more fully developed in LATA 132 than anywhere else in the State of New York (or for that matter, anywhere else in the nation). Moreover, it is highly unlikely that there has been any improvement in the state of competition since 2001, either in New York City or in any other market, given the intervening bankruptcies of many facilities-based competitive carriers in combination with a precipitous decrease in investment capital available to competitors.

Broadwing’s experience in the Verizon region further demonstrates that the ILECs remain the dominant providers of special access circuits within their respective regions. Broadwing recently explored the possibility of moving some of its special access circuits to competitors. As noted above, Broadwing obtains almost all of its special access circuits in the Verizon region pursuant to Verizon’s price cap tariff. In

²⁴ *Opinion and Order Modifying Special Services Guidelines for Verizon New York, Inc. Conforming Tariff, and Requiring Additional Performance Reporting*, Case 00-C-2051, Case 92-C-0665, Opinion No. 01-1 at 7 (rel. June 15, 2001) (“*NYPSC Order*”).

²⁵ *See id.* at 7.

²⁶ *See id.* at 7-8.

²⁷ *See id.*

December 2004, Broadwing issued an RFP seeking proposals for moving some of the 10,000 special access circuits currently provided by Verizon to a competitor. In particular, Broadwing wished to reduce the mileage charges that it currently pays to Verizon for the transport links between Broadwing's POPs and Verizon's serving wire centers. In Broadwing's experience, Verizon's rates – even with the discount – are often dramatically higher than the amount that competitive carriers charge for the same circuits. Accordingly, the RFP asked competitive providers if they could offer transport links at a lower rate than Verizon, using either Type 1 or Type 2 facilities.

Broadwing sent the RFP to the following vendors: AT&T, MCI, Sprint, Qwest, XO, Cavalier, Covad, Fibernet, MCI, PPL, Time Warner, and Neon. Broadwing received a response from only seven of these carriers, and none of them could supply more than 10 percent of the total number of special access circuits (including both channel terminations and interoffice transport) that Broadwing currently purchases from Verizon. Each carrier, however, *was* able to offer the circuits at a lower price than Verizon in circumstances where the carrier had deployed Type 1 facilities.

MCI offered the most comprehensive response to Broadwing's RFP. MCI made two proposals. Pursuant to the first proposal, MCI could offer Type 1 transport links to approximately 20 percent of the wire centers that Broadwing needs to reach. Under the second proposal, MCI could connect some of Broadwing's POPs to MCI's POPs and then use Type 2 facilities to connect Broadwing to its customers' premises. Using its significant buying power to obtain a discount on special access circuits from the ILEC, MCI could offer Broadwing a discount off the price charged by Verizon. AT&T's response to the RFP was less directly responsive – it simply listed of all the buildings that

AT&T had wired nationwide, and proposed that Broadwing cross-reference its current list of special access circuits with AT&T's list of on-net buildings. The only other carrier among the seven to provide a meaningful proposal was XO. Given that XO has a much smaller network than MCI and AT&T, however, its proposal was geographically limited, and again supplied less than 10 percent of Broadwing's special access needs.

In light of these responses to its RFP, Broadwing determined that it could not realistically move the transport links at issue to competitive carriers, even where they offer lower prices. Essentially, no one carrier could provide a substantial percentage of the circuits Broadwing needed – even MCI could provision only 20 percent of the routes between Broadwing's POPs and Verizon's central offices. In Broadwing's judgment, the gross inefficiencies of dealing with numerous tiny providers of special access facilities would outweigh the economic and service benefits of competitive supply.

Against the backdrop of the Broadwing RFP – which, again, involved transport services – it bears emphasis that competitors are able to provide a far *lower* percentage of channel terminations. In short, while both AT&T and MCI have substantial local networks, it is Broadwing's experience that *no* non-ILEC provider can consistently provide competitive area-wide special access facilities for either transport or channel termination using their own facilities.

There is another reason why Broadwing and SAVVIS have not been able to find vendors that can offer bypass of the ILEC's local facilities on an area-wide basis. Non-ILEC vendors often rely heavily on unbundled network elements in order to provide a "facilities-based" competitive offer. But because the ILEC will not offer service level agreements ("SLAs") on the underlying UNEs, the CLEC, in turn, cannot offer SLAs on

the corresponding UNE circuits. Most customers of Broadwing and SAVVIS require SLAs, however, so Broadwing and SAVVIS cannot (and generally do not) use circuits provided by competitors relying on UNEs.

3. The SBC-AT&T and Verizon-MCI mergers, if consummated, will further reduce the supply of special access circuits.

As Broadwing's experience in the Verizon region confirms, MCI and AT&T are, of course, the primary competitors to the ILECs in the special access market. The SBC-AT&T and Verizon-MCI mergers will therefore reduce competitive provision of special access facilities in the SBC and Verizon regions from three potential suppliers to two. Indeed, even though Sprint is a large IXC, it has far fewer self-provisioned special access circuits than AT&T or MCI. This is because Sprint never purchased a competitive access provider in the Phase I or Phase II major markets, unlike AT&T (which acquired TCG) and MCI (which acquired MFS). Thus, Sprint is not a major competitor to the ILECs for local access in the Phase I or Phase II major markets.

While imperfect, the competition provided by AT&T and MCI has had a disciplining effect on the special access rates charged by the ILECs. The ILECs typically establish rates for special access circuits based on a company's "buy" rate throughout the ILEC's region. In other words, the ILECs provide a sliding scale discount off their tariffed rates if the buyer commits to purchasing a set monetary amount of special access services each month, usually for a term of three, five, or seven years. A large IXC such as AT&T or MCI buys many more special access circuits per month *from each ILEC* than companies like SAVVIS and Broadwing purchase nationwide. Moreover, AT&T and MCI have a large amount of internal capacity in their networks due, in part, to their acquisitions of competitive access providers with significant metro fiber facilities. Thus,

unlike most other companies, AT&T and MCI sometimes have a choice between using or extending their own special access circuits or purchasing circuits from the ILEC. The high volume of their demand, combined with the implicit threat that they could deploy more circuits of their own, provides them leverage necessary to exert discipline over the ILECs' access rates. That leverage allows companies like SAVVIS, which have lower volumes, to receive lower prices from competitive providers than if they bought special access directly from the ILECs.

If the SBC-AT&T and Verizon-MCI mergers are consummated, however, AT&T and MCI will no longer exert any discipline over ILEC special access rates. Nor will companies such as SAVVIS be able to continue to leverage these IXCs' volume discount into better rates and terms for special access, because AT&T and MCI are unlikely to continue to resell Type 2 special access circuits. And eliminating AT&T and MCI will lead to even greater concentration in the special access market, as the two largest competitive suppliers of circuits disappear.

Indeed, a likely effect of the mergers will be to render the market for DS3 circuits just as concentrated as the market for DS1s is today. There is certainly more competition in the DS3 market than in the DS1 market today but, again, AT&T and MCI are the largest competitive suppliers. For example, in Houston, [REDACTED] of Broadwing's DS1 circuits are provisioned by SBC, with the remainder provisioned by either MCI [REDACTED] or AT&T [REDACTED]. There is, by contrast, a much greater degree of competition in the DS3 market, where SBC only provides [REDACTED] of Broadwing's DS3 circuits, with the remainder provisioned by MCI [REDACTED], AT&T [REDACTED], and other competitive providers [REDACTED]. The net effect is that,

post merger, the vast majority of customers for special access will see prices increase within the SBC and Verizon regions in the DS3 market as well as the DS1 market. This is particularly true because, as the Commission has recognized, the large sunk costs and economies of scale associated with the deployment of loop and transport facilities make it unlikely that competitive carriers will enter the market to replace AT&T and MCI.²⁸

More troubling still, the number of suppliers might actually decrease to one (the incumbent) if SBC and Verizon fail to compete with one another out-of-region after their respective mergers. This should be a significant concern to the Commission. In both the SBC-Ameritech and Bell Atlantic-GTE mergers, the BOCs argued that the transactions were in the public interest because they would serve as a catalyst for out-of-region competition. More than five years after these mergers, however, significant out-of-region competition has failed to materialize. The Commission imposed conditions on those mergers because, by “reducing the number of major incumbent LECs, the merger[s] also increase[] the risk that the remaining firms will collude, either explicitly or tacitly.”²⁹ As the Commission recognized, “collusion is more likely to occur where only a few participants comprise a market and entry is relatively difficult.”³⁰

²⁸ See *Triennial Review Remand Order*, ¶¶ 72, 150.

²⁹ See *Applications of Ameritech Corp., Transferor, and SBC Communications Inc., Transferee, for Consent to Transfer Control of Corporations Holding Commission Licenses and Lines Pursuant to Sections 214 and 310(d) of the Communications Act and Parts 5, 22, 24, 25, 63, 90, 95 and 101 of the Commission’s Rules*, Memorandum Opinion and Order, 14 FCC Rcd 14712, 14762 (¶ 104) (1999) (“*SBC/Ameritech Merger Order*”).

³⁰ *Id.* at 14768-69 (¶ 121); see also *id.* at 14785 (¶ 156) (“The proposed merger, by reducing to five the number of major incumbent LECs, also would increase the incentive and ability of the remaining incumbents to coordinate their behavior, either explicitly or implicitly, to impede benchmarking and resist market-opening measures.”); see *id.* at 14785-86 (¶ 158).

We could not have said it any better and it is precisely the case here. Upon consummation of the mergers, the number of special access providers will immediately drop from three to two within most portions of Verizon's region, and the same will be true in SBC's territory. Thus, consistent with their past behavior, there is a strong likelihood that Verizon will tacitly agree to stop providing special access facilities to third parties within SBC's footprint if SBC tacitly agrees to quit providing special access facilities to third parties in Verizon's footprint. And as the sole remaining in-region providers of special access circuits, SBC and Verizon will be able to reduce special access service quality and raise rates.

The mergers would make a bad situation worse by making the highly concentrated special access market even more concentrated. It is therefore vitally important that the Commission reform its special access rules before acting on the mergers.

B. The ILECs Abuse Their Market Power in the Special Access Market.

1. The ILECs engage in exclusionary pricing practices.

As explained above, the ILECs typically establish rates for special access circuits based on a company's "buy" rate throughout the ILEC's region.³¹ In other words, the ILECs provide a sliding scale discount off their tariffed rates if the buyer commits to purchasing a set monetary amount of special access services each month, usually for a

³¹ See *Triennial Review Remand Order* at ¶ 56) (finding that "incumbent LECs generally offer incentive plans [for special access] that offer greater discounts to competitive LECs willing to commit to maintaining a given quantity of tariffed offerings").

term of one, three, or five years.³² The agreements are generally “take or pay” contracts – if a buyer does not meet its volume commitment to the ILEC, it is forced to pay the difference between its actual spend and its annual commitment. So, for example, if Broadwing does not meet its commitment, the take or pay nature of the agreement effectively reduces Broadwing’s discount off the tariffed rate.

Unlike SAVVIS, which, again, buys primarily from competitors, Broadwing purchases large quantities of circuits from the ILECs in order to obtain the best volume discount possible. That choice comes at a price, however. Because the ILECs require purchasers to maintain a fixed level of spending pursuant to a long-term contract for all of a purchaser’s special access needs within the ILEC’s region, if Broadwing attempts to purchase special access from competitive carriers on routes where the ILEC faces competition, and its overall spend falls below the level required by the contract, Broadwing must make up the shortfall under the contract’s “take or pay” provision. As a result, if Broadwing is not sure that it will satisfy its spend with the ILEC, it will often purchase a circuit from the ILEC *even where a competitor offers the same circuit at a lower rate*. The natural consequence – and the consequence intended by the ILECs – is that it is difficult for Broadwing to procure special access circuits from competitive providers, even in locations where competitive providers have deployed facilities.

Second, ILECs frequently offer discounts on special access along routes where no competitive facilities are available on the condition that purchasers buy special access

³² Indeed, while Broadwing and SAVVIS define the market for special access on a route-by-route basis, the ILECs have effectively redefined the market for special access as the ILECs’ entire region. This is because the ILECs, which are the only supplier that can satisfy a carrier’s entire demand, only provide a discount off the tariffed rate if a carrier purchases special access on a regional, rather than a route-by-route, basis.

services along routes where competitive alternatives do exist.³³ In other words, the only way to receive a discount on the non-competitive route may be to buy from the ILEC along the competitive route.

Third, ILECs sometimes offer discounts on special access if a purchaser transfers business from a competitive carrier to the ILEC. For instance, in Broadwing's prior contract with SBC Communications Inc. ("SBC"), Broadwing had to commit to moving four percent of its special access circuits from competitors to SBC in order to qualify for a discount off the normal tariffed rate for special access.

Finally, some ILECs, such as SBC, provide end-of-year discounts if special access "growth" is served by the ILEC, and not a competitive provider. For example, if SAVVIS were hypothetically to commit to purchase special access circuits worth \$10 million annually from SBC, but actually purchased \$12 million, SBC would provide SAVVIS with an additional, end-of-year rebate on the \$2 million over SAVVIS' dedicated spend. While such provisions reduce the rate that SAVVIS pays for special access, these provisions also help to freeze would-be competitors out of the special access market.

It is clear that the underlying purpose of such requirements is to eliminate demand for alternatives to ILEC special access. The ILECs have manipulated their pricing structures to effectively penalize carriers such as Broadwing and SAVVIS if they attempt to purchase special access from a competitive carrier.

³³ See, e.g., WorldCom Reply Comments on *AT&T Petition*, Declaration of Michael D. Pelcovits at 12-13 (filed Jan. 23, 2003).

2. Even where competitive alternatives exist, moving circuits from an ILEC to a competitive provider raises serious practical and operational problems.

Even if Broadwing or SAVVIS finds a competitive alternative to the ILEC – and can afford *not* to buy the circuit from the ILEC notwithstanding the ILEC practices outlined above – the company faces substantial hurdles in seeking to move the circuit from the ILEC to the competitive carrier. For example, many of the ILECs have placed arbitrary limitations on the number of circuit migrations they will perform.³⁴

Terminating a circuit with the ILEC often results in a substantial termination penalty. As discussed above, to receive a discount off the normal tariffed rate for special access, the ILECs require purchasers of special access to maintain a fixed level of spending pursuant to a long-term contract for all of their special access circuits within the ILEC's region. Accordingly, if Broadwing or SAVVIS were to try to groom circuits onto the network of a competitive provider, and their demand were to fall below the level required by the contract, the company would face an increase in its monthly special access rates. Alternatively, the company could be required to pay a substantial penalty under a "take or pay" provision. SAVVIS finds that it is often less expensive to continue paying the ILEC for a circuit – even though SAVVIS has moved its customer to a competitive provider – than to pay a penalty under its contract with the ILEC. The natural consequence is that companies like Broadwing and SAVVIS may be unable to transition ILEC special access circuits to competitive providers, even in locations where

³⁴ See, e.g., Letter from Henry G. Hultquist, WorldCom, Inc., to Marlene H. Dortch, Federal Communications Commission, CC Docket No. 01-338 (filed Oct. 4, 2002); WorldCom, Inc. Comments on *AT&T Petition* at 12.

competitive providers have deployed facilities, because of the existence of long-term agreements with punitive termination penalties.

3. The concrete result of the ILECs' market power is that they are able to insist on rates, terms, and conditions far more onerous than those of competitors.

When it comes to special access, the ILECs are often the only game in town, and they act accordingly. Not surprisingly, the rates that Broadwing and SAVVIS pay the ILECs for special access are often higher than the prices for new circuits provided by competitive carriers. In Philadelphia, for example, Broadwing pays Verizon about [REDACTED] for a DS1 circuit, whereas Broadwing pays competitive carriers less than [REDACTED], on average. Likewise, for a DS3 circuit, Broadwing pays Verizon about [REDACTED], whereas it only pays competitive carriers [REDACTED], on average.

Competitive providers of special access services also offer better terms and conditions than the ILECs. Among other advantages, competitive providers offer greater circuit portability. If, for example, SAVVIS needs to terminate a specific circuit before the term of the contract is fulfilled, competitive providers typically do not charge a termination penalty on a Type 1 circuit, so long as SAVVIS' overall spend remains at or above the committed amount. Likewise, for Type 2 circuits, competitive providers typically do not charge a termination fee if the circuit has been installed for a relatively short period of time, usually 12 months.

The ILECs, in contrast, require purchasers to commit to *circuit-specific* three-to-five year contracts for special access. In other words, if SAVVIS terminates a specific circuit before the term of the contract is fulfilled, the company will be forced to pay a substantial termination penalty, even if SAVVIS' overall spend remains at or above the amount that it has committed to buy. In order for SAVVIS to terminate a special access

circuit without termination liability, SAVVIS will have to replace the specific circuit to be terminated with a circuit of equal or greater capacity and for a new term for the replacement circuit.

The ILECs are able to insist on such burdensome terms only because of their dominance in the special access market. Such terms have deleterious effects on customers – demand for telecommunications services is dynamic, and service providers such as SAVVIS must frequently add and remove special access circuits for their customers. The ILECs' onerous restrictions on circuit portability have the net effect of requiring SAVVIS to maintain special access circuits that it no longer needs (or risk facing a substantial termination penalty from the ILEC), thus driving up costs for end users.

Competitive providers also out-compete the ILECs in connection with the length of contract terms and timely provisioning and maintenance. Again, to receive a discount off the ILECs' inflated tariff rates, companies must commit to three, five, or seven-year contracts that cover all of the special access circuits purchased within the ILEC's region. In contrast, competitive providers permit purchasers like Broadwing and SAVVIS to commit to one-year contracts on a circuit-by-circuit basis. Further, competitive providers consistently provision the service more quickly and require substantially less administrative oversight from buyers.

In sum, in a competitive market, one would expect the ILECs' rates, terms and conditions and service levels to be comparable to those offered by their competitors. But they plainly are not. The ILECs' ability to offer higher rates and inferior service – despite the presence of competitors – is evidence of the ILECs' substantial market power.

4. Special access prices are above the levels that would be found in a competitive market.

Today, wholesale customers of the ILECs suffer from exorbitant special access rates. AT&T's petition to reform the regulation of ILEC rates for interstate special access services found that, based on an analysis of ARMIS data, the BOCs' returns on interstate special access have nearly tripled since 1996, resulting in a rate of return of more than 50 percent for SBC alone.³⁵ Indeed, for 2001, the BOCs' returns on special access exceeded the Commission-established 11.25 percent rate of return by almost \$5 billion.³⁶ A more recent filing by the eCommerce & Telecommunications User Group and the Telecommunications Committee of the American Petroleum Institute explains that according to the price cap ILECs' 2005 ARMIS filings (for 2004), the accounting rates of return for three of the four largest ILECs were in excess of 76 percent, with one of the carriers securing returns on special access services in excess of 81 percent.³⁷ In markets characterized by competition, prices typically are reduced to cost over time. Yet as AT&T demonstrated in its petition, quite the opposite is the case with regard to BOC returns on special access, which have *increased* every year since 1996. The ability of the ILECs to charge special access rates that far exceed their costs, yet still retain the vast majority of their customers, is powerful evidence that the ILECs enjoy significant power in the market for special access services.

³⁵ See *AT&T Petition* at 3-4.

³⁶ See *id.* at 8.

³⁷ See Letter from Brian R. Moir and C. Douglas Jarrett to Marlene H. Dortch, Federal Communications Commission, WC Docket No. 05-25 at 2 (filed May 10, 2005).

IV. THE ILECS' ANTICOMPETITIVE SPECIAL ACCESS PRICING DOES GREAT HARM TO THE PUBLIC INTEREST.

The competitive harm inflicted by the ILECs' monopoly pricing of special access services creates one of the most significant impediments to the deployment of broadband and other advanced telecommunications services. For this reason, reform of special access rate regulation will likely do more to further the Commission's mandate to remove impediments to the deployment of advanced services than any of the initiatives proposed in other proceedings, thus advancing the public interest.

The ILECs' special access services are the costliest input into Broadwing's and SAVVIS' next-generation broadband services. For example, of every \$1 of revenue that Broadwing earns from enterprise customers, \$.50 to \$.60 is spent to procure special access circuits. As explained above, Broadwing and SAVVIS both provide innovative, IP-based services on a global basis. But the ILECs' last-mile access circuits are an essential input for these innovative services. As the ILECs' special access rates increase, Broadwing and SAVVIS must pass these higher costs on to consumers. This, in turn, will necessarily reduce demand for innovative IP-based services. Alternatively, if Broadwing and SAVVIS cannot pass these increased costs on to consumers, they will be required to scale back or even discontinue their own investment and operations. Either way, reduced deployment of broadband technologies is the result, to the detriment of economic growth and innovation.

The SBC-AT&T and Verizon-MCI mergers will exacerbate the harm to the public. The merged entities will be able to engineer a price squeeze to drive more competitors from the market. As Broadwing and SAVVIS previously explained to the Commission, once the ILECs acquire the IXCs, they will compete with non-affiliated

providers, such as Broadwing and SAVVIS, which also ultimately depend on the ILECs for interstate special access circuits. As is not unusual, Broadwing and SAVVIS are both customers of the IXCs for special access circuits and competitors of the IXCs in the interexchange and IP VPN services markets, respectively. The acquisition of the two largest IXCs thus provides the ILECs with the opportunity and incentive to weaken their new competitors' competitive position by overcharging them for special access. An increase in price for special access circuits (or indeed the same price that the ILECs currently charge, for which the ILECs receive inflated profits) will provide the newly merged IXCs with a strategic cost advantage that is not related to efficiency, but rather to preferential treatment by their new parent companies. None of this activity can be effectively construed to be in the public interest.

At a fundamental level, the real cost of special access to a competitor that must rely on the ILEC is the cost the ILEC charges. The real cost of special access provisioned by the ILEC to itself, however, is the facility's forward-looking economic cost. If the ILECs' rates exceed those costs – and there is good reason to think they already do – competitors will be squeezed. As a result of this discriminatory behavior, SBC-AT&T and Verizon-MCI will be able to render the services of unaffiliated entities, such as Broadwing and SAVVIS, uncompetitive with ILEC product offerings. This will result in less choice at higher prices for consumers, an outcome that is certainly not in the public interest.

The SBC-AT&T and Verizon-MCI mergers also could result in anti-competitive agreements for special access pricing outside of each ILEC's respective region. The mergers, if consummated, would create two players with huge volumes of special access

circuits. Each ILEC might offer the other deeply discounted special access services out-of-region, based on the enormity of their respective buy rates. No other entity would be able to qualify for these sweetheart deals because they would never have the same volume of traffic as the newly merged ILECs. Hence, non-affiliated entities like Broadwing and SAVVIS would not be able to compete on price because SBC-AT&T and Verizon-MCI would have lower input costs even outside their regions.

V. THE COMMISSION HAS AN OBLIGATION TO REFORM SPECIAL ACCESS RATE REGULATION.

AT&T has shown that the Commission's pricing flexibility triggers have not functioned as intended. Instead of lowering prices to respond to the presence of competition in pricing flexibility MSAs, the ILECs have substantially raised rates in those areas. Moreover, the absence of any competitive constraint on ILEC special access pricing allows ILECs to engage in exclusionary pricing strategies that deter competitive investment and broadband deployment.

The Commission cannot ignore the ILECs' unlawful rates. To the contrary, the Commission has an affirmative "duty to execute and enforce the provisions of the [Communications] Act,"³⁸ which expressly requires that "[a]ll charges ... and regulations for and in connection with ... communications services ... shall be just and reasonable."³⁹ The Commission made a predictive judgment that ILEC market power would be constrained under its pricing flexibility regime. Unfortunately, that has not been the result. As explained herein, actual marketplace experience shows that the Commission's predictive judgment was wrong. Accordingly, the Commission must not let its failed

³⁸ 47 U.S.C. § 151.

³⁹ 47 U.S.C. § 201(b).

regulatory regime continue to operate, to the detriment of both consumers and competition.

VI. CONCLUSION

For the foregoing reasons, the Commission should immediately reform its regulation of ILEC special access rates to reduce those rates to just and reasonable levels and to prevent future monopoly abuses.

Respectfully submitted,

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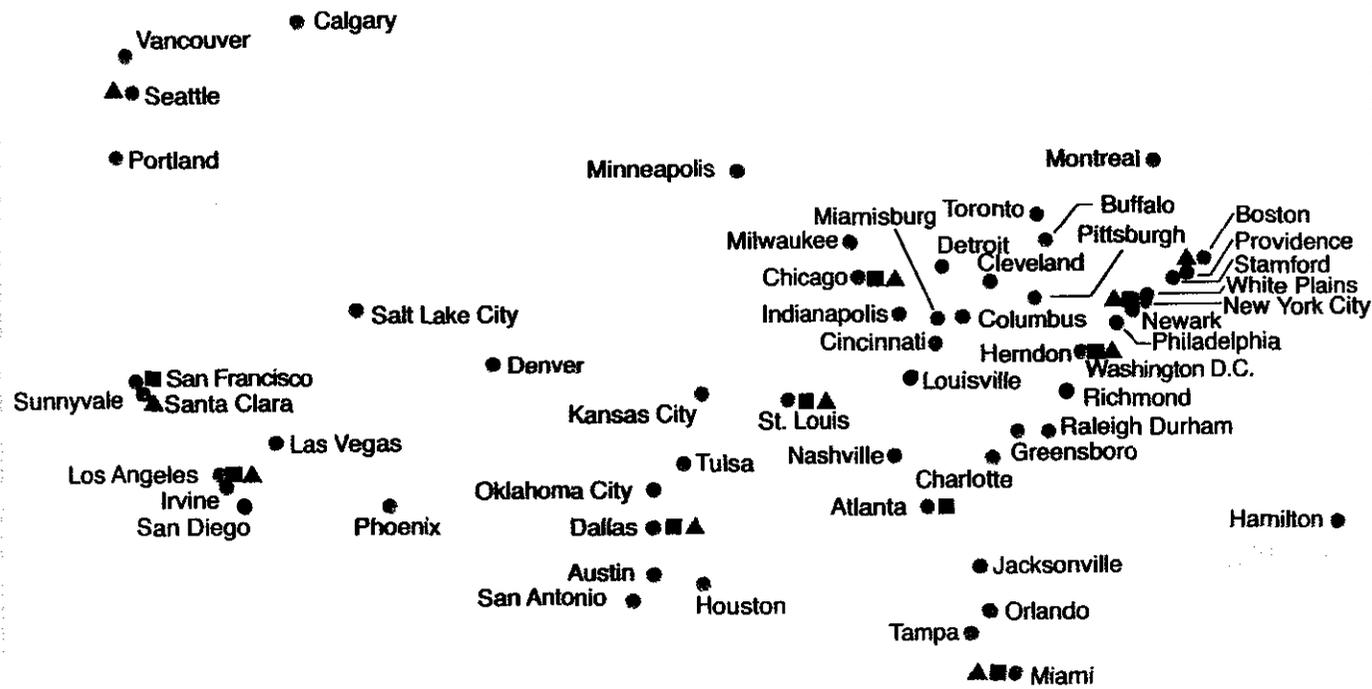
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June 13, 2005

EXHIBIT A

SAVVIS Network Maps North America

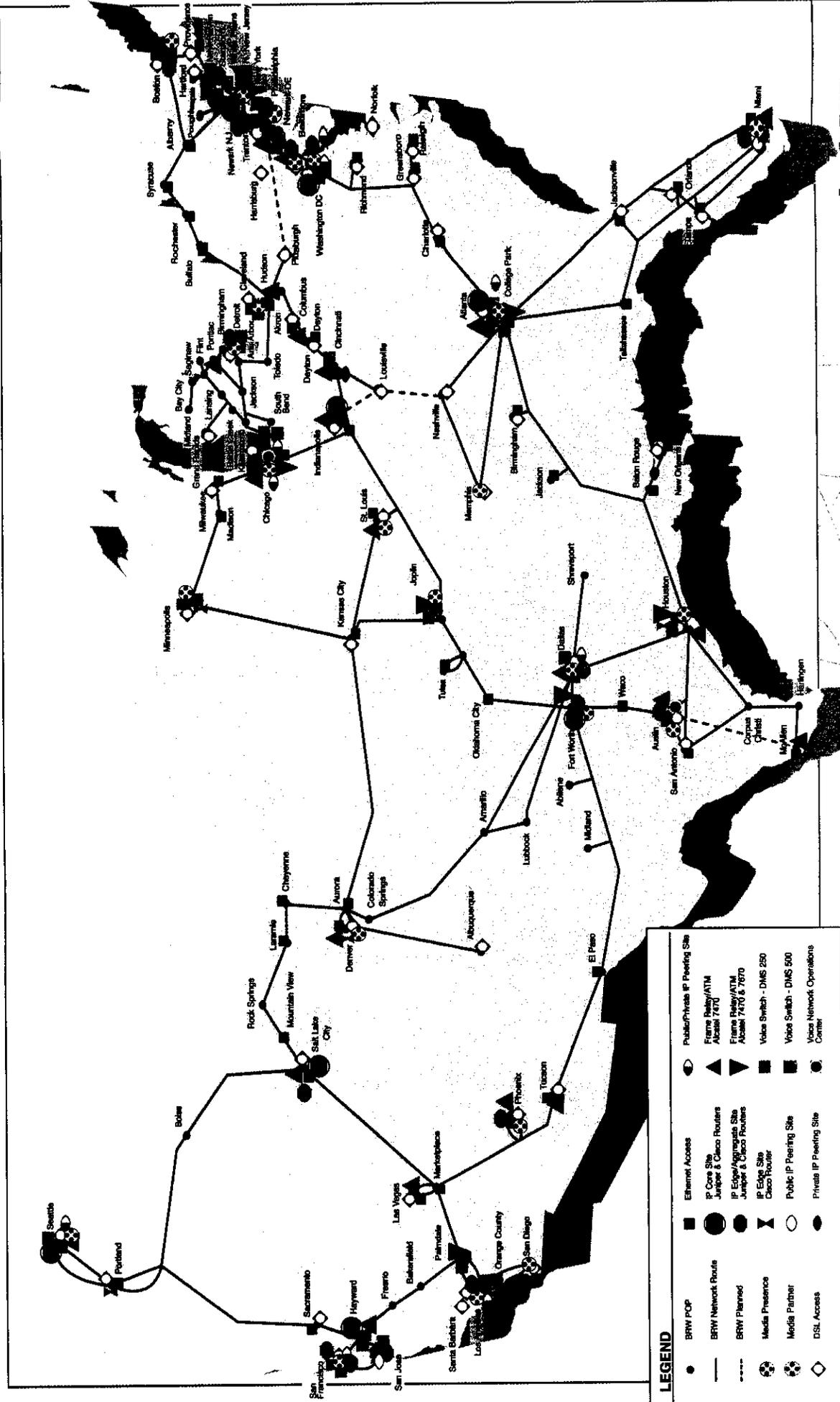
● POP ■ PNAP ▲ DATA CENTERS



CONTINENTAL U.S.

ARIZONA		NEW YORK	
Phoenix	● 2	New York City	● 2 ■ ▲ 2
CALIFORNIA		White Plains	●
Irvine	●	Buffalo	●
Los Angeles	● 2 ■ ▲ 2	NORTH CAROLINA	
San Diego	●	Charlotte	●
San Francisco	● 2 ■	Greensboro	●
Santa Clara	● ▲ 5	Raleigh Durham	●
Sunnyvale	●	OHIO	
COLORADO		Cincinnati	●
Denver	●	Cleveland	●
CONNECTICUT		Columbus	●
Stamford	●	Miamisburg	●
FLORIDA		OKLAHOMA	
Jacksonville	●	Oklahoma City	●
Miami	● 2 ■ ▲	Tulsa	●
Orlando	●	OREGON	
Tampa	●	Portland	●
GEORGIA		PENNSYLVANIA	
Atlanta	● 2 ■	Pittsburgh	●
ILLINOIS		Philadelphia	●
Chicago	● 2 ■ ▲	RHODE ISLAND	
INDIANA		Providence	●
Indianapolis	●	TENNESSEE	
KENTUCKY		Nashville	●
Louisville	●	TEXAS	
MASSACHUSETTS		Dallas	● 2 ■ ▲
Boston	● 2 ▲ 2	Houston	●
MICHIGAN		San Antonio	●
Detroit	●	Austin	●
MINNESOTA		UTAH	
Minneapolis	● 2	Salt Lake City	●
MISSOURI		VIRGINIA	
St. Louis	● 3 ■ ▲	Herndon	●
Kansas City	●	Richmond	●
NEVADA		WASHINGTON, D.C.	
Las Vegas	●	Washington, D.C.	● 3 ■ ▲ 3
NEW JERSEY		WISCONSIN	
Newark	●	Milwaukee	●
WASHINGTON		Seattle	▲
BRITISH COLUMBIA			
Calgary	●		
Montreal	● 2		
Toronto	●		
Vancouver	●		

EXHIBIT B



LEGEND

●	BRW POP	■	Ethernet Access	○	Public/Private IP Peering Site
—	BRW Network Route	●	IP Core Site	▲	Frame Relay/ATM Alcatel 7470
---	BRW Planned	●	IP Edge/Aggregate Site Juniper & Cisco Routers	▼	Frame Relay/ATM Alcatel 7470 & 7070
⊗	Media Presence	⊗	IP Edge Site Cisco Router	■	Voice Switch - DMS 250
⊙	Media Partner	○	Public IP Peering Site	■	Voice Switch - DMS 500
◇	DSL Access	●	Private IP Peering Site	●	Voice Network Operations Center

Comprehensive Network

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