

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of)	
)	
InterCall, Inc. Appeal of Decision)	
of the Universal Service Administrative Company)	
and Request for Waiver)	
)	CC Docket No. 96-45
InterCall, Inc.'s Petition for Stay of the)	
Decision of the Universal Service)	
Administrative Company)	
Universal Service)	
)	

OPPOSITION OF VERIZON

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OPPOSITION OF VERIZON¹

I. INTRODUCTION AND SUMMARY.

The Commission should deny InterCall's appeal of the Universal Service Administrative Company ("USAC") decision² requiring InterCall to contribute to the Universal Service Fund ("USF" or "the fund") on its retail audio conferencing revenues. The Commission should also deny InterCall's petition for stay pending appeal.

The InterCall appeal³ and petition for a stay⁴ seek to preserve InterCall's artificial competitive advantage in the audio conferencing market – not to avoid a cognizable harm. On the merits, the appeal cannot be sustained. InterCall's audio conferencing service is a telecommunications service on which USF contributions are required. Indeed, other audio conferencing providers contribute to the fund on the telecommunications components of their retail revenues. InterCall's argument that so-called "stand alone" – *i.e.*, non-facilities based – audio conferencing providers should not be required to contribute to the fund even if "integrated" – *i.e.*, facilities based – providers must is anti-competitive and contrary to the Commission's rules. Likewise, InterCall's indirect contributions to the fund through USF surcharges on certain telecommunications inputs it purchases from underlying carriers have no bearing on InterCall's obligation to contribute directly on its retail revenues. InterCall's appeal thus fails on the merits.

¹ The Verizon companies participating in this filing ("Verizon") are the regulated, wholly owned subsidiaries of Verizon Communications Inc.

² *Administrator's Decision on Contributor Issue*, Universal Service Administrative Company (Jan. 15, 2008) (attached as Ex. 1 to InterCall Appeal; *see n.4*) ("USAC Decision").

³ InterCall, Inc., *Appeal of Decision of the Universal Service Administrative Company and Request for Waiver*, CC Docket No. 96-45 (Feb. 1, 2008) ("InterCall Appeal").

⁴ InterCall, Inc., *Petition for Stay of the Decision of the Universal Service Administrative Company*, CC Docket No. 96-45 (Feb. 5, 2008) ("Petition for Stay").

In addition to the fact that InterCall cannot show it is likely to succeed on the merits, InterCall fares no better under the balance of harms the Commission weighs in considering a stay. First, InterCall fails to demonstrate that it will suffer irreparable harm absent a stay. InterCall merely alleges that it may suffer economic harm, which is not sufficient to win a stay. Second, InterCall overlooks the substantial harm all telecommunications consumers would continue to suffer in paying InterCall's fair share of the USF if the Commission issues a stay. InterCall also overlooks the substantial competitive disadvantage that other audio conferencing providers already paying into the fund would continue to suffer if the Commission issues a stay. Finally, InterCall does not address the public interest in InterCall meeting its obligations to the fund. InterCall thus does not meet the requirements for a stay.

II. INTERCALL'S APPEAL FAILS ON THE MERITS.

InterCall argues that it should not be required to make direct contributions to the USF primarily for three reasons⁵: (1) InterCall's audio conferencing services are not "telecommunications services;" (2) many competitors of InterCall also do not pay into the fund on their retail revenues; and (3) InterCall makes indirect contributions to the fund through payment of surcharges on certain telecommunications inputs. InterCall Appeal at Summary, n.1; 12-16, n.22; Petition for Stay at 8-9, 11-12. All of these arguments are unpersuasive.

A. InterCall's Audio Conferencing Services Are Telecommunications Services.

All providers of interstate telecommunications must contribute to the USF. 47 C.F.R. § 54.706(a); 47 U.S.C. § 254(d). InterCall does not cite any legal authority for its position that the

⁵ InterCall also alleges various procedural infirmities with the USAC Decision, all of which relate to what InterCall calls USAC's unprecedented determination that InterCall must pay into the fund on its retail revenues. InterCall Appeal at Summary, 2; Petition for Stay at Summary. As discussed herein, other audio conferencing companies already pay into the fund on the telecommunications components of their revenues.

company's audio conferencing services are not telecommunications services. InterCall Appeal at 12-17, 22-23; Petition for Stay at 3-6, 9, 15. Instead, InterCall misinterprets Commission precedent as allowing InterCall not to contribute to the fund.

InterCall's argument that its audio conferencing services are not telecommunications services cannot be reconciled with the plain language of the Act. The Act defines "telecommunications" as the "transmission between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received." 47 U.S.C. § 153(43). Building on the definition of "telecommunications," the Act defines "telecommunications service" as "the offering of telecommunications for a fee directly to the public. . ." 47 U.S.C. § 153(46). InterCall's audio conferencing service "is the most basic form of communication between three or more participants" whereby InterCall provides for transmission between end users and the conferencing bridge and routes calls between conference participants.⁶ There is no change in the form or content of the information as sent and received by the conference participants. Thus, InterCall's audio conferencing services involve the "offering" of transmission "for a fee directly to the public."

Such a conclusion is underscored by the Commission's recent decisions addressing prepaid calling cards. In 2003, the Commission ruled that AT&T's "enhanced" prepaid calling card service was a telecommunications service.⁷ AT&T argued that its enhanced prepaid calling card service should be classified as an "information service" by virtue of an advertising message that was sent to the customer. *Id.* ¶ 15. Similarly, in its *Prepaid Calling Card Order* the

⁶ InterCall Media Kit, at 4 (http://www.InterCall.com/files/InterCall_PressKit.pdf) (Sept. 19, 2007) ("Media Kit"); *see also* InterCall Appeal at 5.

⁷ *AT&T Corp. Petition for Declaratory Ruling Regarding Enhanced Prepaid Calling Card Services*, Order and Notice of Proposed Rulemaking, 20 FCC Rcd 4826 (2005) ("*AT&T Calling Card Order*"), *aff'd* *AT&T v. FCC*, 454 F.3d 329 (D.C. Cir. 2006).

Commission found that menu-driven prepaid calling cards are telecommunications services.⁸ The Commission’s reasoning in the *AT&T Calling Card Order* and the *Prepaid Calling Card Order* applies equally to InterCall’s audio conferencing services. As with a prepaid calling card, the crux of InterCall’s audio conferencing service involves the making of a telephone call, and a traditional telephone call is the essence of any telecommunications service. InterCall’s incidental features, such as the ability to obtain a roll-call of participants, do not alter the regulatory classification of the audio conferencing service since the “use of the telecommunications transmission capability is completely independent of” such features. *Prepaid Calling Card Order* ¶ 15.

Moreover, InterCall’s assertion that it is a so-called “stand alone” provider of “audio bridging” services cannot transform its telecommunications services into something else. InterCall Appeal at 1, n.1; Petition for Stay at 8. If audio conferencing itself is a telecommunications service, InterCall’s end user audio conferencing product cannot become something else because InterCall itself merely adds some pieces to the whole telecommunications puzzle and buys the rest from others. Under InterCall’s view, “integrated” or facilities based audio conferencing providers would be required to contribute directly to the fund on their retail revenues while stand alone audio conferencing providers would not.⁹ This does not make sense. To the consumer, there is no difference between audio conferencing services offered by a stand alone provider such as InterCall versus an integrated provider such as

⁸ *Regulation of Prepaid Calling Card Services, Declaratory Ruling and Report and Order*, 21 FCC Rcd 7290, ¶ 10 (2006) (“*Prepaid Calling Card Order*”).

⁹ InterCall defines, without citation, “stand alone” audio conferencing service providers as “those providers of audio bridging services that do not themselves own any underlying transmission capacity consumed in the provision of service,” and “integrated” providers as “those providers, such as IXCs, that self-provision transmission capacity and offer audio bridging services utilizing that capacity.” InterCall Appeal at Summary, n.1.

Verizon (Verizon self-provisions transmission capacity). Indeed, Verizon offers very similar audio conferencing products and services to consumers as InterCall and competes with InterCall every day for the same customers in the same market.¹⁰

In an attempt to salvage its claim that InterCall's audio conferencing services are not telecommunications services, InterCall relies on recent Commission cases addressing revenue sharing schemes designed to stimulate access charges. According to InterCall, these cases hold that "conference call providers are end users, not carriers."¹¹ Such reliance is misplaced. Neither *Farmers* nor *Jefferson Telephone* addressed the application of the Commission's universal service rules to audio conferencing services. Rather, both *Farmers* and *Jefferson Telephone* involved allegations that incumbent LECs had violated the Act by imposing access charges in connection with traffic to particular conference calling companies. *Farmers* ¶¶ 30-39; *Jefferson Telephone* ¶¶ 7-15. Even as to the narrow holding of *Farmers*, that holding has been called into question by virtue of the Commission's subsequent decision to grant reconsideration of the issue of whether the conference calling companies were "end users" under the LECs' tariffs. *Farmers Recon.* ¶ 7. These cases have nothing to do with the Commission's universal service rules.¹²

¹⁰ Compare, e.g., Verizon Business Audio Conferencing – Global coverage, competitive pricing, powerful features (<http://www.verizonbusiness.com/us/products/conferencing/audio>); with InterCall – Audio Conferencing Services (<http://www.InterCall.com/services/audio-conferencing/>).

¹¹ InterCall Appeal at 14-16 (citing *Qwest Communications Corp. v. Farmers and Merchants Mutual Tel.*, 22 FCC Rcd 17,973 (2007) ("*Farmers*"), modified on recon., File No. EB-07-MD-001, FCC 08-29 (Jan. 29, 2008) ("*Farmers Recon.*"), and *AT&T v. Jefferson Tel. Co.*, 16 FCC Rcd 16,130 (2001) ("*Jefferson Telephone*")); Petition for Stay at 8 (citing *Farmers* and *Farmers Recon.*).

¹² InterCall's additional claim that the Commission concluded in *Establishing Just and Reasonable Rates for Local Exchange Carriers*, Declaratory Ruling, 22 FCC Rcd 11,629 (2007) ("*Declaratory Ruling*"), that a conferencing provider is "an unregulated information service

B. Competitors Of InterCall Pay Into The Fund On Their Audio Conferencing Revenues.

InterCall's competitors are not limited to similar stand alone audio conferencing providers who also may not contribute to the fund on their retail revenues. As discussed above, Verizon, for example, has an extensive offering of audio conferencing products and services available to enterprise customers and competes globally with InterCall for audio conferencing market share.¹³ Verizon pays into the fund on the telecommunications components of its audio conferencing revenues.

InterCall is correct that the audio conferencing market is highly competitive and "there are few, if any, restraints to keep customers from switching service providers." InterCall Appeal at Summary, 2-3; Petition for Stay at 12. Price, therefore, is a key determinant of a customer's choice of an audio conferencing provider, and significant, artificial price distortions result from allowing InterCall, perhaps the largest conferencing provider in the world, to avoid contributing to the fund on its retail revenues as other providers do. The universal service contribution factor has been as high as 11.7 percent in recent quarters, and has been trending upward for several years.¹⁴ As audio conferencing customers compare bids from InterCall and other providers who do pay into the fund on their retail revenues, often one of the most meaningful distinctions to

provider" is similarly misplaced. InterCall Appeal at 16. The Commission simply did not hold that teleconferencing service providers are end users for universal service purposes in *Declaratory Ruling*. InterCall also places significance on an Enforcement Bureau investigation into whether a competitor of InterCall's should have filed Form 499s. InterCall Appeal at 22-23; Petition for Stay at 9-10. A decision by the Enforcement Bureau not to act is not dispositive. *Bell Atlantic-Delaware, Inc. v. Global NAPs, Inc.*, Memorandum Opinion and Order, 15 FCC Rcd 12,946, ¶ 20 (1999).

¹³ See, e.g., Verizon Business Audio Conferencing – Global coverage, competitive pricing, powerful features (<http://www.verizonbusiness.com/us/products/conferencing/audio>).

¹⁴ Public Notice, *Proposed Second Quarter 2007 Universal Service Contribution Factor*, 22 FCC Rcd 5074 (2007).

those customers is the difference between a price that reflects direct contributions to the fund and one that does not.

C. InterCall's Indirect Contributions To The Fund Through USF Surcharges Paid To Underlying Carriers Do Not Excuse InterCall From Contributing On Its Retail Revenues.

Finally, InterCall claims that it should not be required to make direct contributions to the USF because it makes certain indirect contributions through USF surcharges on telecommunications inputs that it buys for its conferencing traffic. InterCall Appeal at 2, 5, n.5; Petition for Stay at 14. This argument is irrelevant.

Foremost, the monetary difference between what InterCall contributes to the fund through surcharges on certain telecommunications inputs to its audio conferencing services and what InterCall would contribute if it filed a Form 499 and paid into the fund on its retail revenues is likely significant. InterCall claims that over the last three years it has paid “over \$20 million in end user USF surcharges to its telecommunications suppliers,” an average of \$6.7 million per year. InterCall Appeal at Summary. But InterCall’s conferencing services generated total revenues of \$438 million in 2005, more than \$600 million in 2006, and were expected exceed \$700 million in 2007. Media Kit at 1.¹⁵ Perhaps not all of InterCall’s conferencing revenues are subject to USF contributions; some revenues, for example, might result from service features that can be properly classified as information services. Still, if InterCall filed a Form 499 and paid into the fund directly, its contributions would likely be much larger than \$6.7 million per year.¹⁶

¹⁵ See also West Corporation (InterCall’s parent company) Form 10-Q for Period Ending September 30, 2007, at 38. For the third quarter 2007, the company’s conferencing services revenue grew nearly 17 percent. *Id.*

¹⁶ For example, even if only half of InterCall’s expected \$700 million in 2007 conferencing revenues were attributable to the telecommunications components of its audio conferencing services (a USF contribution base of \$350 million), InterCall’s contributions to the fund last year should have exceeded \$38 million. See Public Notices, Office of Managing Director, *Contribution Factor & Quarterly Filings*, 2007: DA 07-3928 (Sept. 13, 2007); 22 FCC

Moreover, the fact that InterCall makes certain indirect contributions to the fund through USF surcharges paid to carriers has no bearing on its obligation to file a Form 499 and contribute directly on its retail revenues. This argument was rejected by the Commission just last year.¹⁷ InterCall's relationship with its underlying carriers is no different from any other resale relationship in the USF context where providers purchase various wholesale or retail inputs to service offerings, and, if certain conditions are met, seek an exemption from USF surcharges imposed by underlying carriers.¹⁸

III. THE BALANCE OF HARMS DOES NOT FAVOR A STAY.

To win a stay, InterCall must first demonstrate that its appeal is likely to succeed on the merits.¹⁹ For reasons discussed above, InterCall's appeal cannot succeed on the merits, and so its petition for stay must also fail. Even if, however, InterCall could demonstrate likely success on the merits of its appeal, InterCall must then show that the balance of harms favors a stay before

Rcd 11,049 (2007); 22 FCC Rcd 5074 (2007); 21 FCC Rcd 14,427 (2006) (averaging 2007 quarterly USF contribution factors to 10.9 percent) (available separately at <http://www.fcc.gov/omd/contribution-factor.html>).

¹⁷ *Federal-State Joint Board on Universal Service; American Telecommunications Systems, Inc., et al.*, Order, 22 FCC Rcd 5009, ¶ 10 (2007) (“[T]he Act and the Commission's rules require that every telecommunications carrier that provides interstate telecommunications services contribute to the universal service support mechanisms based on end-user telecommunications revenues. The Commission expressly declined to exempt resellers from this general rule.”)

¹⁸ *Id.* ¶ 11. *See also* Telecommunications Reporting Worksheet, FCC Form 499-A (revised 2007), Instructions for Completing the Worksheet for Filing Contributions to Telecommunications Relay Service, Universal Service, Number Administration, and Local Number Portability Support Mechanisms (http://www.usac.org/_res/documents/fund-administration/pdf/499/form-499a-FY2007-instructions.pdf), at 19. InterCall concedes that it is a reseller of at least telecommunications transmission. As a self-styled “stand alone” audio conferencing provider InterCall, by its own definition, does not “own any underlying transmission capacity consumed in the provision of service.” InterCall Appeal at n.1.

¹⁹ *AT&T Corp. et al., v. Ameritech Corporation*, Memorandum Opinion and Order, 13 FCC Rcd 14,508, ¶¶ 13, 22 (1998).

the Commission will grant temporary relief.²⁰ In particular, InterCall must show that: (1) it will imminently suffer irreparable harm in the absence of a stay; (2) a stay will not cause substantial harm; and (3) the public interest would be served by a stay.²¹ InterCall does not satisfy any of these remaining requirements for a stay.

A. InterCall Will Suffer No Irreparable Harm Absent A Stay.

The most fundamental flaw with InterCall's appeal is that it does not seek to avoid any legally cognizable irreparable harm at all but rather looks to preserve an artificial competitive advantage. This infirmity is apparent from InterCall's deficient attempt to demonstrate irreparable harm for purposes of a stay. The hallmark of a successful showing of irreparable harm is a demonstration of damages that extend beyond economic burden.²² InterCall concedes that its potential losses are limited to economic damages but claims that because some of its possible damages are unrecoverable it will suffer irreparable harm. Petition for Stay at 11-12. At bottom, InterCall alleges only that compliance with the USAC Decision will cause it to incur administrative hassle and some costs. This is not sufficient to sustain a finding of irreparable harm, and InterCall's petition for stay must be denied for this reason alone.

²⁰ *Id.*

²¹ *Baja Broadband Operating Company, LLC (f/k/a Orange Broadband Operating Company, LLC) and Carolina Broadband, LLC; Petition for Deferral of Enforcement of July 1, 2007 Deadline in 47 C.F.R. § 76.1204(a)(1); Implementation of Section 304 of the Telecommunications Act of 1996; Commercial Availability of Navigation Devices*, Memorandum Opinion and Order, 22 FCC Rcd 17,489, ¶ 11, n.48 (2007) (citing *Virginia Petroleum Jobbers Ass'n v. Federal Power Comm'n*, 259 F.2d 921, 925 (D.C. Cir. 1958)). If the moving party makes a strong showing of likely success on the merits, it need not make a strong showing of irreparable injury. *Charter Communications Entertainment I, LLC; Petition for Determination of Effective Competition in St. Louis, Missouri*, Memorandum Opinion and Order, 22 FCC Rcd 13,890, ¶ 4 (2007) (citing *Cuomo v. NRC*, 772 F.2d 972, 974 (D.C. Cir. 1985)).

²² *Access Charge Reform*, Order, 12 FCC Rcd 10,175, ¶ 30 (1997) (quoting *Wisconsin Gas Co. v. FERC*, 758 F.2d 669, 674 (D.C. Cir. 1985)); *Bachow/Coastel, L.L.C. v. GTE Wireless of the South, Inc.*, Order, 15 FCC Rcd 5801, ¶ 4 (2000).

InterCall alleges that absent a stay it will be required to make contributions to the fund, file the required FCC revenue reporting and other forms related to such contributions, make systems changes to identify which of its revenues are subject to contribution, and train personnel to execute on all of these requirements. Petition for Stay at 12-13. In addition, InterCall alleges that it must raise its end user rates to pay for its universal service contributions and related requirements, which will force InterCall to make further systems changes so that it can begin charging a USF line-item on customer bills. *Id.* at 13-14. All of this, InterCall says, will cause it to lose customers, which it claims “tips in favor” of a stay. *Id.* at 12.

The decision cited by InterCall in support of its argument that a stay is justified, *AT&T Corp. v. Ameritech Corporation*, does not stand for the proposition that the threat of competition and the *potential* loss of customers in instances such as this warrants a stay. That decision addressed a very different situation where Ameritech had entered into a “teaming agreement” with Qwest to offer long distance services in the former Ameritech territory, which AT&T and others alleged was legally unsound as a violation of the equal access and non-discrimination provisions of the Act. *Id.* ¶¶ 3-4. Within six weeks of the announcement of the teaming agreement, more than 10,000 customers had subscribed to the Ameritech-Qwest packaged local and long distance service. *Id.* at n.65.

Here, InterCall does not raise a serious legal question but rather seeks to avoid incurring the same costs as other providers and to insulate itself from competition. This does not give rise to a cognizable claim of irreparable harm. Unlike the *AT&T v. Ameritech* decision, InterCall does not allege that it has lost a single customer following the USAC Decision; InterCall merely predicts that it will lose customers if it increases its end user rates as a result of the USAC Decision. But nothing in the USAC Decision nor the Commission’s rules requires InterCall to

raise its audio conferencing prices nor even modify its systems to add a USF line-item to its customers' bills. If InterCall is concerned that price increases will cause it to lose market share it remains free to keep its current pricing structure and absorb the cost of contributing to the fund. Further, InterCall's claim that it will lose customers is based in large part on its incorrect allegation that absent a stay InterCall would be "the only competitor in the industry" contributing to the fund on its retail audio conferencing revenues. Petition for Stay at 12. As discussed above, competitors of InterCall such as Verizon already pay into the fund on the telecommunications components of their retail audio conferencing revenues.

There is nothing non-economic nor uniquely unrecoverable about the remaining items on InterCall's list of potential damages absent a stay. InterCall's required contributions to the fund themselves are, collectively, far and away the company's most significant liability associated with the USAC Decision. Any such contributions, however, would be recoverable from USAC in the very unlikely event that the USAC Decision is eventually reversed. Total contributions to the USF exceeded \$7 billion in 2006 from literally thousands of contributors.²³ USAC thus has more than ample resources to return any contributions from a single contributor such as InterCall if required.

As for the administrative cost of preparing and filing accurate revenue reporting forms, InterCall merely alleges that there is a cost associated with these activities and that it will be required to incur this cost absent a stay. InterCall does not attempt to quantify any such costs other than those associated with adding a USF line-item to its customers' bills to recover its

²³ Universal Service Administrative Company – Universal Service Fund Facts, Estimated 2006 Support (<http://www.usac.org/about/universal-service/fund-facts/fund-facts.aspx>); Universal Service Administrative Company, Federal Universal Service Support Mechanisms Quarterly Contribution Base for the First Quarter 2007 (http://www.usac.org/_res/documents/about/pdf/1q2007-contribution-base-fcc-filing.pdf), at 6.

contributions, a cost which InterCall can choose not to incur since a line-item recovery is optional. *See* Petition for Stay, Declaration of Michael J. Nessler ¶ 8. The mere allegation that compliance with a decision would bring with it administrative hassles cannot be sufficient to justify a stay, and these costs are again economic harms that are not sufficient to justify a stay in any event. Even assuming that InterCall would incur some unrecoverable costs in paying its share of the USF absent a stay, InterCall is not alone. Primary competitors of InterCall already contribute to the fund, and costs incurred by InterCall that place it on the same footing with its competitors, even if InterCall were to quantify them, cannot reasonably justify a stay.

B. A Stay Would Continue Substantial Harms To Others.

InterCall largely does not address how a stay would not cause a substantial harm. Rather, InterCall merely alleges that “there will be no harm to the USF fund [sic] in the interim” if a stay is granted because InterCall is already making indirect payments to the fund through USF surcharges on certain telecommunications inputs. Petition for Stay at 14. Therefore, according to InterCall, contributions on its retail revenues would constitute “double payments” to the fund. *Id.* This argument is inaccurate and insufficient. As discussed above, InterCall’s payment of USF surcharges to certain of its underlying carriers has no bearing on its obligation to contribute to the fund directly under the Commission’s rules. And at least prospectively, InterCall could likely avoid all USF surcharges by submitting appropriate reseller exemption certificates to its underlying carriers, thus preventing even the potential for a “double payment.”

InterCall’s failure to file a Form 499 and make direct contributions to the USF does cause substantial harm to all telecommunications consumers who must pay more into the fund through surcharges on their bills to cover InterCall’s share. InterCall also causes substantial harm to

those InterCall competitors already paying into the fund. These providers must compete against the artificially low audio conferencing prices offered by InterCall.

C. The Public Interest Is Served By Denying A Stay.

To address how a stay would be in the public interest, InterCall only alleges that a “stay would allow InterCall to compete with the rest of the audio conferencing industry on equal footing” and “promote the Commission’s goal of competitive neutrality.” Petition for Stay at 16. Again, this is inaccurate and insufficient. It cannot be in the public interest to let InterCall delay making required contributions to the fund even longer. Granting a stay would also have the opposite effect of putting InterCall on “equal footing” in the audio conferencing market and promoting “competitive neutrality.” A stay would allow InterCall to retain an *unequal* position relative to its audio conferencing competitors that already make USF contributions on their retail revenues. This would erode, not promote, competitive neutrality.

IV. CONCLUSION.

InterCall’s appeal cannot be sustained on the merits, and the balance of harms does not favor a stay. The Commission should deny InterCall’s appeal and its petition for stay.

Respectfully submitted,

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