

CAHILL GORDON & REINDEL LLP

SUITE 950

1990 K STREET, N.W.

WASHINGTON, D.C. 20006-1181

EIGHTY PINE STREET
NEW YORK, N.Y. 10005-1702
(212) 701-3000
FAX: (212) 269-5420

AUGUSTINE HOUSE
6A AUSTIN FRIARS
LONDON, ENGLAND EC2N 2HA
(011) 44.20.7920.9800
FAX: (011) 44.20.7920.9825

TELEPHONE (202) 862-8900
FACSIMILE (202) 862-8958

CHÉRIE R. KISER | 202-862-8950 | ckiser@cgrdc.com

January 29, 2010

Via ECFS

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

Re: WC Docket Nos. 08-33, 08-185

Dear Ms. Dortch:

Intrado Communications of Virginia Inc. (“Intrado Comm”), by its attorneys, respectfully submits this letter in response to the January 22, 2010 correspondence filed by Verizon Virginia Inc. (“Verizon”)¹ and the January 27, 2010 correspondence filed by the Embarq companies² in the above-referenced arbitrations currently pending before the Wireline Competition Bureau (“Bureau”) of the Federal Communications Commission (“FCC”). The Verizon Letter and the Embarq Letter purport to respond to Intrado Comm’s Request to Refresh the Record and Further Request for Expedited Treatment filed on January 12, 2010 (“Refresh Filing”). Intrado Comm files this response, primarily, to address Verizon’s willingness to use illicit and improper tactics to mislead the FCC in an attempt to distract it from the relevant issues. Intrado Comm will therefore correct the numerous inaccuracies and mischaracterizations set forth in the Verizon Letter, which are repeated by the Embarq Letter.

Verizon’s Letter is further evidence of its callous disregard of its contractual obligations, blatant violation of the letter and spirit of the Communications Act of 1934, as amended (“Act”), its ongoing bad faith, and its willingness to take contrary and conflicting positions in different forums to further its own interests. Intrado Comm responds to each of the arguments raised by Verizon (and reiterated by Embarq), and again urges the Bureau to take immediate action on the pending arbitrations to ensure Virginia consumers and public safety agencies may timely receive the benefits of Intrado Comm’s competitive 911/E911 service offerings.

¹ WC Docket Nos. 08-33, 08-185, Letter from Curtis Groves, Verizon, to Marlene H. Dortch, Secretary, FCC (filed Jan. 22, 2010) (“Verizon Letter”).

² WC Docket Nos. 08-33, 08-185, Letter from Jeanne Stockman, Embarq, to Marlene H. Dortch, Secretary, FCC (filed Jan. 27, 2010) (“Embarq Letter”).

First, Verizon has cited an agreement executed by the Parties in Florida.³ As an initial matter, Intrado Comm is shocked by Verizon's complete disregard of its contractual obligation to maintain the confidentiality of the Florida Agreement.⁴ The Florida Agreement contains a very detailed confidentiality provision, which requires the discussions leading up to the agreement, the provisions of the agreement, and the fact that the agreement exists at all to be kept confidential. Verizon has deliberately breached the Florida Agreement. In light of this disclosure, Intrado Comm submits that, should the Bureau request a copy of the Florida Agreement, an independent review will quickly expose Verizon's inaccurate representations addressing the substance of that Florida Agreement.

Certainly of no less importance is the fact that the Florida Agreement has no bearing on the interconnection arrangements requested by Intrado Comm in the pending arbitrations. The Florida Agreement is not an interconnection agreement or comparable to the interconnection arrangements requested by Intrado Comm in this consolidated arbitration proceeding. To avoid breaching its own contractual obligations, Intrado Comm will refrain from discussing the specific details of the Florida Agreement herein other than to say that the Florida Agreement is very limited in scope and does not govern the mutual exchange of traffic between Intrado Comm and Verizon or a situation in which Intrado Comm and Verizon are competing for the same customers.⁵ This fact is supported by the still pending interconnection arbitration before the Florida commission (although that proceeding is currently held in abeyance pending resolution of the threshold issue by the Bureau).⁶ If the Florida Agreement provided Intrado Comm with the necessary interconnection to provide its 911/E911 services in Florida, there would be no reason for Intrado Comm to continue its arbitration proceeding against Verizon in Florida. Given the limited applicability of the Florida Agreement, it is unworkable for Intrado Comm's interconnection needs with Verizon in Florida as well as Virginia. Intrado Comm would be

³ Verizon Letter at 1.

⁴ Verizon has also violated the Florida Agreement's confidentiality requirements by disclosing the Agreement in a filing it made in its Texas arbitration proceeding with Intrado Comm. *See* Texas Docket 36185, *Petition of Intrado Inc. for Compulsory Arbitration with GTE Southwest Incorporate, d/b/a Verizon Southwest under the FTA Relating to Establishment of an Interconnection Agreement*, Verizon's Opposition to Intrado Communications Inc.'s Motion for Reconsideration at 3 (filed Jan. 8, 2010) ("Intrado's resources would be better directed to entering commercial agreements - as it did with Embarq and Verizon once the Florida Commission dismissed Intrado's Petition for Arbitration with Embarq.") Thus, in two separate regulatory arenas Verizon has breached the confidentiality provisions of this Florida Agreement. It appears Verizon has invited the FCC to undertake an independent review of the Florida Agreement. Intrado Comm encourages the FCC to take Verizon up on its offer to evaluate for itself whether the free market is sufficient to protect the public interest. Should the FCC elect to take Verizon up on its offer, the FCC will want to ask itself if this Florida Agreement reflects a mutually beneficial agreement for the exchange of traffic between co-carrier networks.

⁵ Nor is the Florida Agreement comparable to Intrado Comm's agreement with Embarq in Florida. The Embarq Florida agreement is akin to Intrado Comm's Ohio interconnection agreement with Embarq and governs the mutual exchange of traffic between competing parties. Intrado Comm has not evaluated the use of the Intrado Comm-Embarq Florida agreement in Virginia, and to Intrado Comm's knowledge, Embarq has not proposed the use of the Florida agreement for use in Virginia despite its indication to the contrary. *See* Embarq Letter at 1. The Intrado Comm-Embarq Florida agreement is also subject to a confidentiality provision, but Intrado Comm would be happy to provide the Bureau with a copy of that agreement upon request.

⁶ Intrado Comm Refresh Filing at 10.

happy to provide the Bureau with a copy of the Florida Agreement and further explain how it differs from the interconnection arrangements requested here upon the Bureau's request.⁷

Intrado Comm also suggests the Bureau query Verizon further about its invitation to "begin negotiations for a commercial agreement."⁸ What precisely is Verizon offering Intrado Comm? Would Intrado Comm be required to stay or withdraw its pending arbitration proceeding before the Bureau before Verizon will entertain such negotiations? Would Intrado Comm be permitted to seek regulatory intervention to address outstanding issues in the agreement or assure Verizon's good faith negotiations? Based on Intrado Comm's prior experience with Verizon, Intrado Comm is confident that Verizon is not offering to negotiate a commercial agreement that provides for the mutual exchange of traffic without some precondition or significant sacrifice to Intrado Comm just to get Verizon to the negotiation table. Intrado Comm has no bargaining power to encourage this monopoly provider of 911 services to interconnect as Congress so clearly understood when it passed the Telecommunications Act of 1996.⁹ Verizon is disingenuous.

Second, Verizon and Embarq are wrong when they claim that the Ohio commission ruled against Intrado Comm on the threshold issue now pending before the Bureau.¹⁰ The threshold issue pending before the Bureau is whether Intrado Comm is entitled to interconnection under Section 251(c) of the Act¹¹ for the 911 services Intrado Comm intends to offer.¹² In order to be eligible for Section 251(c) interconnection, Intrado Comm's 911 service must meet the statutory definition of "telephone exchange service."¹³ Despite the claims by Verizon and Embarq to the contrary, the Ohio commission has specifically stated:

we find sufficient evidence that Intrado's 911 service is telephone exchange service . . .¹⁴

⁷ The provision of the Florida Agreement to the FCC or other government body upon request would not be a breach of the Florida Agreement subject to certain conditions.

⁸ Verizon Letter at 1.

⁹ Intrado Comm Refresh Filing at n.24.

¹⁰ Verizon Letter at 2; Embarq Letter at 1.

¹¹ 47 U.S.C. § 251(c).

¹² Verizon has agreed that this is the threshold issue currently under consideration by the Bureau as reflected in the Joint Motion to Hold the Arbitration Proceeding in Abeyance filed by Intrado Comm and Verizon in Florida. See WC Docket Nos. 08-33, 08-185, Intrado Comm Twenty-Third Consolidated Status Report, Attachment 2 (filed Nov. 20, 2009) (Florida commission order reflecting the parties' understanding of the threshold issue before the Bureau).

¹³ 47 U.S.C. § 251(c)(2) ("The duty to provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the local exchange carrier's network - (A) for the transmission and routing of telephone exchange service and exchange access. . ."); 47 U.S.C. § 153(47) (defining "telephone exchange service").

¹⁴ Ohio Case No. 07-1280-TP-ARB, *Petition of Intrado Communications Inc. for Arbitration Pursuant to Section 252(b) of the Communications Act of 1934, as amended, to Establish an Interconnection Agreement with the Ohio Bell Telephone Company dba AT&T Ohio*, Arbitration Award at 15 (Mar. 4, 2009) ("AT&T Ohio Arbitration Award").

[w]hether evaluated under part A or part B [of the telephone exchange definition], we find that Intrado provides telephone exchange service . . .¹⁵

our above analysis of 47 U.S.C. § 153(47) lead us, alternatively, to the conclusion that Intrado provides telephone exchange service. . .¹⁶

because Intrado is a provider of telephone exchange service, AT&T must provide interconnection to Intrado for all services offered by Intrado under its certification . . .¹⁷

The incumbents' attempt to mislead the Bureau regarding the Ohio commission's findings should therefore be rejected.

Third, Verizon mischaracterizes Intrado Comm's Refresh Filing.¹⁸ Intrado Comm never asserted that the Bureau's decision "will 'establish a uniform, nationwide regime for competitive 911/E911 interconnection arrangements'" as Verizon claims.¹⁹ Intrado Comm acknowledges that the Bureau stands in the shoes of the Virginia commission, but also recognizes that many state commissions and federal courts may (and have indicated they would) look to the Bureau's decision as precedential.²⁰ Based on this, Intrado Comm pointed out the obvious, potentially far-reaching effect a Bureau decision on the threshold issue could have on the other pending proceedings discussed in Intrado Comm's Refresh Filing in light of the FCC's jurisdiction over the implementation of the Act,²¹ which Verizon itself has recognized in seeking to stay other state proceedings pending the outcome of this consolidated arbitration proceeding.²²

To find evidence of Verizon's willingness to openly mislead in order to delay and undermine these pending arbitrations, one need look no further than Verizon's recent filings in other proceedings. Specifically, Intrado Comm attaches relevant portions of comments filed by

¹⁵ *AT&T Ohio Arbitration Award* at 16.

¹⁶ *AT&T Ohio Arbitration Award* at 17.

¹⁷ *AT&T Ohio Arbitration Award* at 17.

¹⁸ Verizon Letter at 2; *see also* Embarq Letter at 2.

¹⁹ Verizon Letter at 2.

²⁰ Intrado Comm Refresh Filing at n.14.

²¹ 47 U.S.C. § 151.

²² Verizon has urged and supported placing other state arbitrations in abeyance in at least two states, even where opposed by Intrado Comm, pending the outcome of this proceeding. Verizon obviously is of the position that the Bureau's decision in this proceeding will have precedential value beyond Virginia. *See, e.g.,* Massachusetts DTC 08-9, *Petition of Intrado Communications Inc. for Arbitration Pursuant to section 252(b) of the Communications Act of 1934*, Verizon's Motion for Abeyance at 1 (filed Mar. 10, 2009) ("The Bureau's decision is expected to provide useful guidance on the same issues now before the Department and other state commissions."); Maryland Case 9138, *Petition of Intrado Communications Inc. for Arbitration to Establish an Interconnection Agreement with Verizon Maryland Inc. Pursuant to the Federal Telecommunications Act*, Reply Brief of Verizon Maryland Inc. at 3 (filed Mar. 25, 2009) ("The FCC Bureau intends to resolve by early May the threshold issue of Intrado's entitlement to section 251(c) interconnection. . . Waiting for the Bureau's guidance would, likewise, be the most sensible and efficient course here.").

Verizon in a generic Colorado rulemaking proceeding regarding proposed changes to Colorado's rules governing 911 services (Attachment 1).²³ In that filing, Verizon argues to the Colorado commission that interconnection arrangements for 911 services must be governed by Section 251 of the Act.²⁴ But in this proceeding, Verizon has eschewed any obligation to interconnect with Intrado Comm pursuant to the parameters established by Section 251 and the FCC's implementing rules.

Furthermore, Verizon urges the Colorado commission to defer consideration of its rules until the FCC completes its investigation into "the interconnection rights and obligations of carriers and competitive 911 providers" and "the competitive provision of 911 networks to [public safety answering points] and other public safety agencies."²⁵ Verizon specifically states that "the FCC decision is expected to provide guidance" on the issues of "the rights and responsibilities of carriers and competitive 911 providers" and thus the Colorado commission should "await the FCC decision before considering the proposed" changes to the Colorado 911 rules.²⁶ The wholly inconsistent positions, deliberately designed and taken by Verizon in these proceedings, are a further demonstration of how Verizon is using the regulatory process to forestall competition and maintain its entrenched monopoly over 911/E911 services. Verizon's abuse of the regulatory process should be met with a strict and harsh response to deter Verizon and others from engaging in such behavior in the future.²⁷

²³ Colorado Docket No. 09R-778T, *Proposed Changes to the Emergency 9-1-1 Services for Emergency Telecommunications Service Providers and Basic Local Exchange Carriers Rules Found in the Rules Regulating Telecommunications Providers, Services, and Products, 4 Code of Colorado Regulations 723-2*, Comments of Verizon and Verizon Wireless (filed Dec. 29, 2009) ("Verizon Colorado Comments").

²⁴ Verizon Colorado Comments at 6.

²⁵ Verizon Colorado Comments at 9.

²⁶ Verizon Colorado Comments at 7.

²⁷ The mere fact that Intrado Comm is now forced to explain Verizon's impropriety, including expending resources and wasting precious time defending against it, is harm enough to justify sanctions against Verizon. The FCC's rules prohibit the filing of frivolous pleadings or pleadings filed for the purpose of delay in FCC proceedings. See 47 C.F.R. § 1.52. The FCC has previously concluded that pleadings may be deemed frivolous if they are "filed without any effort to ascertain or review the underlying facts" or are "based on arguments that have been specifically rejected by the [FCC] ... or [have] no plausible basis for relief." *Commission Taking Tough Measures Against Frivolous Pleadings*, 11 FCC Rcd 3030 (1996). Indeed, the FCC has specifically stated that it will not tolerate companies that take inconsistent positions in different proceedings. See, e.g., *Time Warner Cable, A Division of Time Warner Entertainment Company, L.P.*, 21 FCC Rcd 9016 (2006) (denying a request for reconsideration and noting that "Time Warner . . . obtained regulatory relief from the [FCC] less than two weeks ago based upon an interpretation of section 76.1603(b) -- that it does apply to channel changes made to newly acquired systems -- that is flatly inconsistent with the interpretation Time Warner offers now. We will not countenance such behavior by parties seeking relief from the [FCC]"). The FCC has specifically reserved its right to refer these types of violations to the Enforcement Bureau for further proceedings and possible sanctions. See, e.g., *Petition of Autotel Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Public Utilities Commission of Nevada Regarding Enforcement of Interconnection Agreement with Embarq (formerly Central Telephone of Nevada d/b/a Sprint of Nevada)*, 23 FCC Rcd 1, ¶ 12 (2008); see also *Section 272(f)(1) Sunset of the BOC Separate Affiliate and Related Requirements*, 17 FCC Rcd 9916, ¶ 27 (2002) (noting the FCC's "authority to impose forfeitures and other sanctions and to grant damages and injunctive relief pursuant to sections 4(i), 503, and 206-209 of the Act").

Accordingly, Intrado Comm urges the Bureau to act swiftly on the pending arbitrations to ensure Intrado Comm can obtain the interconnection arrangements needed to ensure the citizens of Virginia realize the full potential of Intrado Comm's competitive 911/E911 service offerings and to provide direction to the other state commissions and federal courts reviewing similar issues.

If you have any questions regarding this matter, please contact the undersigned.

Respectfully submitted,

/s/ Chérie R. Kiser

Chérie R. Kiser
Angela F. Collins

Counsel for Intrado Communications of
Virginia Inc.

cc: Service List

CERTIFICATE OF SERVICE

I, Angela F. Collins, certify that on this 29th day of January 2010, I served a copy of the foregoing on the following via the method indicated:

William Kehoe, Competition Policy Division
Wireline Competition Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554
Via Electronic Mail

Matthew Warner, Competition Policy Division
Wireline Competition Bureau
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554
Via Electronic Mail

Curtis Groves
Verizon
1320 N. Courthouse Road
9th Floor
Arlington, VA 22201
Via Electronic Mail

Jeanne W. Stockman
Embarq
1411 Capital Boulevard
Wake Forest, NC 27587
Mailstop: NCWKFR0313
Via Electronic Mail

Edward Phillips
Embarq
1411 Capital Boulevard
Wake Forest, NC 27587
Mailstop: NCWKFR0313
Via Electronic Mail

John E. Benedict
Embarq
701 Pennsylvania Avenue, NW, Suite 820
Washington, DC 20004
Via Electronic Mail

Maggie McCready
Verizon
1300 I Street, NW, Suite 400 West
Washington, DC 20005
Via Electronic Mail

Katie Saunders
Verizon
1320 North Courthouse Road, 9th Floor
Arlington, VA 22201
Via Electronic Mail

/s/ Angela F. Collins

Attachment 1

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

DOCKET NO. 09R-778T

IN THE MATTER OF THE PROPOSED CHANGES TO THE EMERGENCY 9-1-1 SERVICES FOR EMERGENCY TELECOMMUNICATIONS SERVICE PROVIDERS AND BASIC LOCAL EXCHANGE CARRIERS RULES FOUND IN THE RULES REGULATING TELECOMMUNICATIONS PROVIDERS, SERVICES, AND PRODUCTS, 4 CODE OF COLORADO REGULATIONS 723-2.

COMMENTS OF VERIZON AND VERIZON WIRELESS

Verizon Wireline¹ and Verizon Wireless² (together, “Verizon”) submit these comments in response to the Notice of Proposed Rulemaking (“NPRM”) issued by the Commission on October 29, 2009, in Decision No. C09-1237.

INTRODUCTION

The Commission’s stated purpose of the proposed rules “*is to incorporate the changes to definitions contained in the Colorado Revised Statutes that went in to effect on August 4, 2008; and to allow for the billing and remittance of 9-1-1 surcharges on services provided through the use of Interconnected Voice over Internet Protocol (“VoIP”) service.*”³ The proposed rules go well beyond that stated purpose; they would, in fact, completely overhaul the state’s existing 911 system, adding new, unduly burdensome, unnecessary and inefficient interconnection, network architecture, and reporting requirements that were neither addressed in the statutory changes that became

¹ The Verizon wireline entities filing these comments are: MCI metro Access Transmission Services LLC d/b/a Verizon Access Transmission Services and MCI Communications Services, Inc. d/b/a Verizon Business Services.

² Verizon Wireless (VAW) LLC d/b/a Verizon Wireless.

³ NPRM ¶ 4.

ARGUMENTS

A. THE PROPOSED CHANGES WOULD OVERHAUL THE EXISTING 911 RULES BY ADDING BURDENSOME, UNNECESSARY AND INEFFICIENT INTERCONNECTION, NETWORK ARCHITECTURE, AND REPORTING REQUIREMENTS.

The proposed rules “prescribe the interconnection environment and relationships” between basic emergency service providers (“BESPs”) and wireless carriers, BESPs and local exchange carriers (“LECs”), and BESPs and other service suppliers; “prescribe reporting times of 9-1-1 outages and interruptions”; and “explicitly recognize the potential for multiple BESPs in Colorado”.¹⁵ The rules also have been expanded to regulate as E9-1-1- facilities next generation interconnected emergency service internet protocol networks (“ESINet”) and IP facilities and direct trunk connections to LEC central office switches, mobile switching centers or other providers such as VoIP networks.¹⁶

1. The proposed rules disregard federal interconnection regulations

As noted, the rules contemplate interconnection and “interconnection agreements” between the BESP, on one hand, and service suppliers and other BESPs, on the other (*see, e.g.,* proposed Rule 2134(c)(V)). They prescribe, among other things, specific engineering requirements for interconnection facilities, address location of points of interconnection, and responsibility for transport facilities—*without any regard to the fact that section 251 of the Act governs interconnection obligations between telecommunications carriers*. The Commission cannot implement interconnection prescriptions—let alone impose specific interconnection requirements on unregulated wireless and VoIP providers—that are inconsistent with federal requirements. For example, as noted, the rules appear to allow

¹⁵ *See* Basis, Purpose and Statutory Authority of Rules.

¹⁶ Rule 2131(j).

the BESP to not only choose the location of the POIs on its own network, but would also dictate how service suppliers engineer their own networks on their own side of those POIs and shift the costs of a BESP's 911 services to other carriers. As other Commissions have found in Intrado's arbitrations, federal interconnection rules do not support this approach, which undermines the fundamental legal principle that the POI defines each party's respective responsibility for network facilities and that each party is solely responsible for its network facilities and arrangements on its side of the POI.

Moreover, the rights and responsibilities of carriers and competitive 911 providers are now under consideration at the FCC, in the context of Intrado's arbitrations with Verizon Virginia and Embarq that are pending before the FCC's Wireline Competition Bureau.¹⁷ Because the FCC decision is expected to provide guidance as to these issues, Verizon and Intrado have agreed to stay their arbitrations in a number of states pending the FCC decision. This Commission would, likewise, be well advised to await the FCC decision before considering the proposed, dramatic changes to the state's 911 system. In any event, any interconnection rights and obligations reflected in the proposed rules cannot interfere with parties' section 251 interconnection rights and obligations.

2. The proposed rules conflict with the FCC's extensive outage reporting requirements

The FCC has prescribed extensive outage reporting requirements in 47 C.F.R. §4.1 through 4.3, 4.5, 4.7, 4.9 and 4.11, as amended, which conflict with those proposed by the

¹⁷ See *Petition of Intrado Communications of Virginia Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Arbitration of an Interconnection Agreement with Central Telephone Company of Virginia and United Telephone – Southeast, Inc. (collectively, Embarq)*, FCC WC Docket No. 08-33 and *Petition of Intrado Communications of Virginia Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Arbitration of an Interconnection Agreement with Verizon South Inc. and Verizon Virginia Inc. (collectively, Verizon)*, FCC WC Docket No. 08-185.

The Commission should not consider adopting this rule, which would be inconsistent with Section 4.9 of the FCC rules.

3. The FCC is considering issues relating to the competitive provision of 911 services

As noted, the FCC is considering the interconnection rights and obligations of carriers and competitive 911 providers in Intrado's arbitrations with Verizon and Embarq. In addition, on June 4, 2009, the FCC sought comments from all interested parties regarding the competitive provision of 911 networks to PSAPs and other public safety agencies.¹⁸ Those comments have been filed and are under consideration by the FCC, which specifically stated that the complex policy issues implicated by the competitive provision of 911 services are best resolved with maximum participation by all interested parties. Because the issues raised by the proposed rules here are not unique to Colorado—and because they implicate federal issues--this Commission should defer consideration of the rules until the FCC has completed its investigation.

B. THE RULES WOULD IMPERMISSIBLY REGULATE WIRELESS CARRIERS AND VOICE OVER INTERNET PROTOCOL SERVICE PROVIDERS.

As noted, the proposed rules would, in many respects, purport to regulate wireless and VoIP providers. Rule 2136(f), for example, directs the BESP to ensure that all interconnections between it and service suppliers are engineered, installed, maintained and monitored in order to provide two circuits and a minimum grade of service. Since the definition of E9-1-1 facilities has been expanded to include next generation ESINet

¹⁸ See DA-09-1262 issued in Intrado/Sprint Arbitration and Intrado/Verizon Arbitration, released June 4, 2009.