WILTSHIRE & GRANNIS LLP

September 13, 2011

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

Re: *Developing a Unified Intercarrier Compensation Regime, CC Docket* No. 01-92; *High-Cost Universal Service Support,* WC Docket No. 05-337; *Establishing Just and Reasonable Rates for Local Exchange Carriers,* WC Docket No. 07-135; *Connect America Fund,* WC Docket No. 10-90; *A National Broadband Plan for Our Future,* GN Docket No. 09-51

Dear Ms. Dortch,

Pursuant to the procedures outlined in the *Protective Order*[1] and for purposes of reviewing confidential information filed in the above-referenced proceedings, the undersigned hereby submits the signed Acknowledgments of Confidentiality of John T. Nakahata, Rachel W. Petty, Ashley J. Mills, and Madeleine M. Lottenbach of Wiltshire & Grannis LLP, outside counsel to Level 3 with respect to the Commission's current NPRM.

Please do not hesitate to contact me at 202-730-1320 if you have any questions regarding this submission.

Respectfully submitted,

John T. Nakahata
Wiltshire & Grannis LLP
1200 Eighteenth Street N.W.
Suite 1200
Washington, DC 20036

Attachments

[1] *Developing a Unified Intercarrier Compensation Regime,* Protective Order, 25 FCC Red. 13160 (2010).

APPENDIX A

Acknowledgment of Confidentiality

CC Docket No. 01-92, WC Docket Nos. 05-337, 07-135, 10-90, GN Docket No. 09-51

I hereby acknowledge that I have received and read a copy of the foregoing Supplemental Protective Order in the above-captioned proceedings and the following CostQuest Associates, Inc. Restricted CQBAT License (the "Limited License"), and I understand both.

I agree that I am bound by the Supplemental Protective Order and by the Limited License and that I shall not disclose or use Licensed Materials except as allowed by the Supplemental Protective Order and the Limited License.

I acknowledge that a violation of the Supplemental Protective Order is a violation of an order of the Federal Communications Commission.

I acknowledge specifically that my access to any information obtained as a result of the Supplemental Protective Order and the Limited License is due solely to my capacity as a party or representative of a party to this proceeding or as a person described in paragraph 7 of the foregoing Supplemental Protective Order and agree that I will not use such information in any other capacity.

I acknowledge that it is my obligation to ensure that Licensed Materials are not accessed or used except as specifically permitted by the terms of the Supplemental Protective Order and the Limited License.

I certify that I have verified that there are in place procedures at my firm or office to prevent unauthorized access to or disclosure of Licensed Materials.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Supplemental Protective Order.

Executed this 12 day of September, 2011.

[Name]	John T. Nakahata
[Position]	Partner
[Address]	Wiltshire & Grannis LLP 1200 Eighteenth Street N.W. Suite 1200 Washington, DC 20036
[Telephone]	(202) 730-1320

APPENDIX B

CostQuest Associates, Inc. Restricted CQBAT License Limited To Use Solely for Review and Evaluation for Purposes of the FCC Proceeding in CC Docket No. 01-92, WC Docket Nos. 05-337, 07-135, 10-90, GN Docket No. 09-51

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1.10. Upon reasonable notice to Licensee, and at Licensor's sole expense, Licensor's auditors shall have the right to inspect Licensee's records relating to the Project as necessary for Licensor to verify Licensee's compliance with the terms of this Agreement. Audits shall be conducted at Licensee's premises during normal business hours and in a manner that does not unreasonably interfere with Licensee's operations.

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6.2. No Waivers. No delay or omission by either party to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms of this Agreement will impair any such right or power or be construed to be a waiver thereof. A waiver by either party of any breach of the covenants, conditions or agreements to be performed or honored by the other party will not be construed to be a waiver of any later breach thereof or of any other covenant, condition or agreement herein contained.

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IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives effective as of the date first set forth above.

LICENSOR:

CostQuest Associates, Inc.

By: _____
Jim Stegeman, President

Outside Counsel of Record:

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[name]

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Executed this 12 day of September, 2011.

Rachel W. Petty

[Name]	Rachel W. Petty
[Position]	Associate
[Address]	Wiltshire & Grannis LLP 1200 Eighteenth Street N.W. Suite 1200 Washington, DC 20036
[Telephone]	(202) 730-1348

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1.10. Upon reasonable notice to Licensee, and at Licensor's sole expense, Licensor's auditors shall have the right to inspect Licensee's records relating to the Project as necessary for Licensor to verify Licensee's compliance with the terms of this Agreement. Audits shall be conducted at Licensee's premises during normal business hours and in a manner that does not unreasonably interfere with Licensee's operations.

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LICENSOR:

CostQuest Associates, Inc.

By: _____
Jim Stegeman, President

Outside Counsel of Record:

Margaret Avril Lawson
Taft Stettinius & Hollister LLP
425 Walnut Street, Suite 1800
Cincinnati, Ohio 45202-3957
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(513) 381-0205 (fax)
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Rachel W. Petty

[name] Rachel W. Petty

Associate

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1200 Eighteenth St NW Ste 1200 Washington, DC 20036

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[Name]	Madeleine M. Lottenbach
[Position]	Legal Assistant
[Address]	Wiltshire & Grannis LLP 1200 Eighteenth Street N.W. Suite 1200 Washington, DC 20036
[Telephone]	(202) 730-1319

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By: _____
Jim Stegeman, President

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Margaret Avril Lawson
Taft Stettinius & Hollister LLP
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APPENDIX A

Acknowledgment of Confidentiality

CC Docket No. 01-92, WC Docket Nos. 05-337, 07-135, 10-90, GN Docket No. 09-51

I hereby acknowledge that I have received and read a copy of the foregoing Supplemental Protective Order in the above-captioned proceedings and the following CostQuest Associates, Inc. Restricted CQBAT License (the "Limited License"), and I understand both.

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Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Supplemental Protective Order.

Executed this 12 day of September, 2011.

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APPENDIX B

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6.2. No Waivers. No delay or omission by either party to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms of this Agreement will impair any such right or power or be construed to be a waiver thereof. A waiver by either party of any breach of the covenants, conditions or agreements to be performed or honored by the other party will not be construed to be a waiver of any later breach thereof or of any other covenant, condition or agreement herein contained.

6.3. Assignments. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns. Licensee shall not assign this Agreement or transfer any rights granted hereunder, in whole or in part, without obtaining the prior written consent of Licensor, and any attempted assignment or transfer in violation of this provision is void.

6.4. Severability and Survival of Obligations. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will not be affected thereby, and each remaining provision of this Agreement will be valid and enforceable to the extent permitted by law. Sections 1.1 – 1.10, 2, 4, 5, and 6 shall survive any expiration or termination of this Agreement.

6.5. Governing Law. This Agreement will be governed by and construed in accordance with Federal law.

6.6. Entire Agreement. This Agreement and the Supplemental Protective Order constitute the parties' entire understanding with regard to the matters herein, and there are no other understandings, either written or unwritten, with regard to such matters. The Agreement may not be modified, amended, canceled or waived, in whole or in part, except by a written instrument signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives effective as of the date first set forth above.

LICENSOR:

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By: _____
Jim Stegeman, President

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