Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554

In the Matter of	)	
	)	
Special Access for Price Cap Local Exchange Carriers	)	WC Docket No. 05-25
	)	
AT&T Corporation Petition for Rulemaking To Reform Regulation of Incumbent Local Exchange Carrier Rates for Interstate Special Access Services	)	RM-10593

REPLY COMMENTS OF XO COMMUNICATIONS, LLC
ON FURTHER NOTICE OF PROPOSED RULEMAKING
ON SECTION IV.A AND IV.C

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XO Communications, LLC ("XO"), by its attorneys, hereby files its comments in reply to the initial comments in the above-referenced docket.[1]

I. INTRODUCTION AND SUMMARY

In its initial comments, XO expressed its support for use of an analytical framework to evaluate the data the Commission will collect from carriers in this proceeding predicated on an examination of whether price cap local exchange carriers ("LECs") possess market power. XO also discussed in detail the grave problems with the terms and conditions imposed by price cap LECs in their special access commitment plans. XO demonstrated that these terms and

1 *In the Matter of Special Access for Price Cap Local Exchange Carriers and AT&T Corporation Petition for Rulemaking to Reform Regulation of Incumbent Local Exchange Carrier Rates for Interstate Special Access Services*, WC Docket No. 05-25 and RM-10593, Report and Order and Further Notice of Proposed Rulemaking, FCC 12-153 (rel. Dec. 18, 2012) ("FNPRM").

conditions are unjust and unreasonable and stifle the emergence of competitive alternatives to meet carrier requirements for both transport and channel termination.

In these replies, XO responds to the assertions of certain price cap LECs in their initial comments that the terms and conditions in their special access commitment plans are not exclusionary. As detailed herein, Verizon and AT&T mischaracterize their special access commitment plans in an effort to create the false impression that they are innocuous and do not lock-in demand of carrier customers for special access service with them. In addition, Verizon and AT&T make invalid comparisons with the terms and conditions for similar services offered by competitive local exchange carriers ("CLECs"). Because of the drastically different positions of price cap LECs and CLECs in the marketplace for DS1 and DS3 transport and channel terminations – that is, the price cap LECs have significant market power while CLECs are relative new entrants with far fewer facilities – facially comparable similar terms mask tremendously different effect. Notwithstanding the price cap LECs' ability to cite a few examples in their comments where terms on their face appear to put price cap LEC terms in a comparable light, it is XO's experience that the terms of competitors for DS1 and DS3 transport and channel terminations are almost always more favorable than the terms of price cap LECs.

Further, the Commission should not wait until it completes its market power analysis to examine the terms and conditions of the price cap LECs' special access commitment plans. An examination of those terms and conditions *now* reveals the exclusionary nature of those terms and conditions, as XO explained in its initial comments.[2] Thus, rather than making manifest

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[2] *See* XO Comments at 9-17. (Unless otherwise noted, a reference to the comments of a party in these replies indicates a reference to comments filed in the above captioned docket on February 11, 2013, in response to the FNPRM.).

robust competition for DS1 and DS3 transport and channel termination requirements, such terms and conditions demonstrate the very opposite.

In the end, the Commission should disregard the attempts of price cap LECs to downplay the exclusionary anticompetitive[3] effect of their special access commitment plans and adopt immediate relief as outlined in XO's initial comments. Specifically, the Commission should adopt interim measures that preclude price cap LECs from locking-up more than 50 percent of an individual carrier customer's total special access requirements.[4]

II. VERIZON MISCHARACTERIZES ITS DISCOUNT PLANS AND THEIR EFFECTS

Verizon provides a false impression of its discount plans thereby masking their exclusionary effect. Referring to its special access commitment plans, Verizon contends that "the Commission need not consider the specific terms and conditions on which . . . competition is occurring."[5] Verizon asserts that existing "competition [in the provision of special access capacity] is adequate to protect consumers" who purchase services that incorporate special

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[3] Verizon and AT&T make sweeping statements about competition and how their discount plans operate in a competitive market. What the Commission needs to take into account is that in relatively few instances, often in dense urban areas, is there an ostensible level of competition that the price cap LECs attempt to ascribe to their operating territories as a whole. But even in those locations, price cap LECs can leverage their position where they are the only facilities-based provider to lock in demand for special areas. *See infra*, note 11.

[4] XO concurs in the suggestion of Sprint that early termination penalties in price cap LEC plans should be limited to sunk costs actually required to initiate a specific customer's service and which have not already been recovered in non-recurring charges. *See* Comments of Sprint Nextel Corporation at 43 ("Sprint Comments"). Accordingly, the FCC should provide that, after a term for a special access circuit expires, the price cap LEC should be prohibited from imposing any early termination penalty as part of any renewal that covers the same circuit. *Id.*

[5] Comments of Verizon and Verizon Wireless at 29 ("Verizon Comments").

access inputs.[6] However, Verizon offers no evidence that purchasers of special access are able to freely migrate their circuits to other providers if dissatisfied with the service provided by Verizon or a competitor often is a more attractive package for some of their requirements. In XO's experience, purchasers of special access services generally are not free to migrate circuits from price cap LECs. And the record is replete with explanations that this type of freedom of movement is not occurring, and as explained later, purchasers of Verizon and other price cap LEC special access services are, as a practical matter, prevented from moving any material portion of their requirements to alternative sources when special access commitment plans with the price cap LEC expire.[7]

Verizon claims that its special access commitment plans are "entirely voluntary" and "do not restrict customers' ability to obtain high capacity services from Verizon's competitors or through self-supply."[8] It goes on to assert that its plans "do not require customers to enroll any particular percentage of their total purchases from all sources and providers in the plan."[9] Rather, Verizon contends, "[c]ustomers determine how many circuits they wish to purchase from Verizon under these plans, and in exchange for their volume commitments, customers receive added flexibility," referring to circuit portability under volume-and-term commitment plans,

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6 *Id.*

7 *See, e.g.,* Comments of BT Americas *et al.* at 28-30 ("BT Americas *et al.* Comments"); Comments of TelePacific at 14-15 ("TelePacific Comments"); Comments of Level 3 Communications, LLC at 3 ("Level 3 Comments"); Sprint Comments at 24 ("Many incumbent LEC loyalty mandates lock customers into maintaining an extremely high percentage of their prior purchases not just for the term of their initial contract, *but also for all future renewals*." (emphasis in original)).

8 Verizon Comments at 29.

9 *Id.* at 30.

which is not available under Verizon's term-only plans.[10] These statements misrepresent the nature of Verizon's plans and their operation in the real world.

While in a technical sense signing up for one of Verizon's special access commitment plans is a voluntary action, the reality is that competitive carriers such as XO, which serve the business and enterprise markets, have no choice but Verizon (and other price cap LECs) to meet their requirements for a substantial fraction of the customers they wish to serve.[11] Moreover, Verizon's month-to-month rates under pricing flexibility are so exorbitant that they are not a practical alternative for any serious, long-term competitor. To obtain special access services at prices that allows them to compete, XO and other carriers have no choice where Verizon is often the sole source of supply, but to sign up for a long-term special access commitment plan and thereby obtain a discount relative to Verizon's month-to-month rates.

Verizon's tariff makes plain that competitors may receive the price cap LEC's best prices for special access DS1s or DS3s only by committing that 90 percent or more of its DS1s or DS3s purchased from Verizon will be taken under the plan:

> The CDP Customer agrees to establish an initial Minimum Commitment of at least seventy-five percent (75%) of the total number of DDS and/or Voice Grade channel

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10 *Id.*

11 *See* XO Comments at 10 and n. 29. *See also* Level 3 Comments at 7-8 ("The Commission does not need a further data gathering effort to know that in the vast majority of locations, the ILEC is the only company that has deployed facilities capable of providing special access service, giving it market power.") Several comments observe that because the price cap LECs require buyers to lock-in high percentages of their requirements, which for many purchasers encompasses both areas in which the price cap LECs have facilities-based competitors in combination with those where the price cap LEC alone has physical facilities, the special access commitment plans operate, in effect, as tying arrangements, by tying purchases in competitive, or at least potentially competitive, and non-competitive locations. *See, e.g.*, TelePacific Comments at 15-16; BT Americas *et al.* Comments at 31; Sprint Comments at 28. *See also* Level 3 Comments at 2 ("because they are also locked up with the incumbents, Level 3's large potential customers cannot freely buy from Level 3 (or other CLECs) at their substantially discounted rates.").

> terminations which are in-service at the time of subscription to CDP. *For all other services, the CDP Customer agrees to establish an initial Minimum Commitment of at least ninety percent (90%) of the total number of channel terminations for the service type or combined service types which are in-service at the time of subscription to CDP.* For example, at the time of subscribing to CDP, if the CDP Customer has in-service 1,000 DS-0 equivalent DDS channel terminations, then the CDP Customer's initial Minimum Commitment under CDP for DDS service cannot be less than 750 DS-0 equivalent channel terminations.[12]

In other words, it simply is not the case, as Verizon avers, that customers do not have "to enroll any particular percentage of their total purchases . . . in the plan."[13] Although it may be technically true that carriers do not have to count any DS1s or DS3s obtained from competitors to ascertain the number that must be obtained from Verizon to meet the commitment plan thresholds to qualify for discounts, the fact is that Verizon is so often the only source for wholesale special access inputs needed to serve customers in a significant portion of the CLEC's service territory. This reality renders hollow Verizon's claim that its commitment requirement does not represent a lock-up of a significant portion of a carrier customer's special access demand.

Moreover, there is little opportunity when a plan with Verizon expires for special access buyers to transition any appreciable number of circuits to competitors, assuming such competitors exist where the buyers require them to be.[14] The transition of a large number of

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12 Verizon Tariff FCC No. 1, § 25.1.3(A)(5) (emphasis added).

13 Verizon Comments at 30.

14 As Level 3 notes, "the vast majority of large special access buyers are locked up with the price cap LECs, [making] it … difficult for Level 3 or other competitive facilities based special access suppliers to justify construction of facilities." Level 3 Comments at 1. *Accord* BT Americas *et al.* Comments at 40-41 ("Competitors must effectively purchase a large proportion of their special access volume from the ILEC, thereby limiting their ability to purchase material volumes of special access services from alternative wholesale providers without incurring significant penalties. As a result of this limitation, *there is a far smaller addressable market for existing or potential alternative wholesale providers than would otherwise be the case. Thus, such providers have a reduced incentive to deploy last-mile fiber facilities to commercial buildings.*" (emphasis added)); TelePacific

(footnote continued)

circuits cannot occur on a flash cut basis, putting a carrier with an expiring special access commitment plan between the proverbial rock and a hard place. If a carrier does not renew its plan with Verizon, it would pay high month-to-month rates during the transition on all of its circuits until it completes the transition of the circuits moving to the competitor, a process which is likely to take several months, after which the carrier could sign up again with Verizon committing 90 percent of a smaller number of circuits.[15] But the month-to-month rates are so much higher that this financial hardship may be prohibitive, leaving the only economically practical alternative signing up for another multi-year special access commitment plan so as to avoid the month-to-month rates.[16]

In the end, there is a powerful incentive for carrier customers in the absence of real competitive alternatives to meet their transport and channel termination requirements (when they cannot satisfy these needs using their own networks) to sign-up for another long-term Verizon commitment plan. Otherwise, the carriers incur significant financial hits should they attempt to migrate any material number of circuits, which puts to the lie Verizon's claim that "[its] plans do

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Comments at 14-15 ("These lock-up terms are highly anticompetitive because they effectively prevent facilities based competitors from competing against BOCs fully and meaningfully in the multi-billion dollar special access market.").

15 *See also* BT Americas *et al.* Comments at 28-30 (describing the practical difficulties and economic hardships of transitioning customers to competitive suppliers, if available, at the end of a special access commitment plan).

16 *See, e.g.,* XO Comments at 12 ("When one of XO's regional agreements with Verizon expire, it faces a 54-67% increase in prices for the special access circuits…."). In addition to a would-be-transitioning carrier's Hobson's choice when a special access commitment plans expires, any competitive provider that would consider taking on a number of the circuits of such a transitioning carrier may very well be facing an overage situation with the supplying price cap LEC, forcing it to ratchet up its own minimum commitment. Depending on the circumstances, this might prove a material disincentive to the competitive provider making itself available as an alternative source or diminish the extent to which it is willing to do so. *See* Declaration of John T. Dobbins, XO Comments at 14-15.

not base discounts on a percentage of the customer's historic demand."[17] Even if technically true, the practical option in most cases is for the carrier customer whose discount commitment plan is expiring is to sign up all or almost of its historic demand for "another round."[18]

Verizon correctly notes that circuit portability is available for customers that make a volume and term commitment with the price cap LEC.[19] However, that portability is quite limited and does not afford carriers meaningful flexibility in today's evolving marketplace. Customers increasingly need to either upgrade their circuits to larger capacities or move to fiber-based Ethernet services. Under Verizon's special access commitment plans, upgrading a circuit from, say, a DS3 level to fiber-based Ethernet would not count toward a special access customer's commitment level, moving the special access customer that much closer to a shortfall.

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[17] *See* Verizon Comments at 30. Equally misleading in light of market realities are Verizon's assertions that "If the customer decides to keep some or all of its circuits with Verizon, it may renew its existing plan or choose a different plan. A customer in a volume-and-term plan may, at the end of the term, also choose to renew that plan, or enter into a different volume-and-term plan (e.g., the NDP), but at a lower volume. Discounts are not inextricably linked to a customer's past purchases." *Id.*

[18] *Accord* Sprint Comments at 24 ("Many incumbent LEC loyalty mandates lock customers into maintaining an extremely high percentage of their prior purchases not just for the term of their initial contract, *but also for all future renewals.*" (emphasis in original)); BT Americas *et al.* at 28 (ILECs "have argued that competitors can simply shift all or a subset of the purchases to an alternative wholesale provider at the end of an incumbent LEC purchase arrangement's term, but this is rarely, if ever, a realistic option" because (1) "it is not possible for a competitor that serves a large number of business customers to shift all of its special access purchases in a given incumbent LEC territory to an alternative wholesale provider because … [those] providers currently own facilities servicing only a very small number of commercial buildings" and (2) "the manner in which incumbent LECs have structured the terms of their purchase arrangements [create] significant obstacles to accomplishing such a transition.").

[19] *See* Verizon Comments at 31.

III. AT&T MISREPRESENTS CRITICAL ASPECTS OF ITS DISCOUNT PLANS

Like Verizon, AT&T's comments seek to obfuscate the exclusionary aspects of its special access commitment plans. AT&T tries to suggest that its plans are merely a competitive response in the marketplace without any exclusionary effect.[20] In reality, however, AT&T's plans serve to lock-up demand for DS1 and DS3 special access and isolate it from competitive forces that would otherwise engender the development of full competitive responses from existing and new entrants.

AT&T tries to blame the customer, arguing they "are typically large, sophisticated purchasers of telecommunications services that negotiated or otherwise voluntarily chose the offers following intense competitive bidding in which CLECs and others have made competing offers for all or some of the customer's business."[21] In reality, while such bidding may occur for "some" of a carrier's requirements and often only for individual circuits, in a majority of cases the price cap LEC is the only option and no "intense competitive bidding" occurs. AT&T offers no evidence of the frequency and breadth of this competitive bidding activity, and XO has found that, if it exists at all, it is the exception rather than the rule.[22] In addition, to the extent that a carrier wishes to negotiate a unique discount plan with AT&T and the other price cap LECs, XO has found that the price cap LEC holds all the negotiating leverage.

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20 *See* AT&T Comments at 37.

21 AT&T Comments at 38-39.

22 AT&T's suggestion that "Many customers that choose plans [with AT&T] with volume commitments commit only a fraction of their volumes, thus leaving a significant amount of their business that can readily be moved to competitors," is at most a half-truth. *See* AT&T Comments at 39. In XO's experience, that "fraction" is virtually always an overwhelming portion of their total requirements, in large part because the price cap LEC alone has pervasive reach, and a "significant amount of [carrier] business" in special access circuits is not often moved to competitors. XO wishes that it were otherwise and would not be filing these comments if that were the case.

AT&T's tariff provisions for its commitment plans reflect the need for customers to commit substantial portions of their total requirements. In the Ameritech tariff, for example, that commitment level is 90 percent of a carrier's requirements for the service to get AT&T's best pricing: "[a] customer establishes a DCP [Discount Commitment Plan] term by committing 90 percent or more of their in service Local Distribution Channels to a term of either 3 or 5 years duration. . . . As long as a customer's actual in service level of Local Distribution Channels is at the commitment level, customers will be billed DCP rate for all eligible rate elements."[23]

In the Southwestern Bell Telephone Company tariff, the DS1 High Capacity Service Portability Commitment Plan for channel terminations, qualification for the portability option, and therefore a potential reduction in early termination penalties, is the making of a "Commitment Level ('CL')" for three years. The CL initially is set by the number "of all Channel Terminations including those on Month-to-Month terms and other term pricing plans."[24] Provided that the number of channel terminations remains between 80 percent and 124 percent of the CL, no other charges will apply for the previous month apart from the discounted plan rates.[25]

Further, once a carrier is locked in for a multi-year term with a price cap LEC to obtain the price cap LEC's best pricing (and such measure of flexibility as AT&T's portability options will allow), the opportunity for any additional competitive provision of the purchaser's requirements is deferred until, at the earliest, when the plan expires. And for the reasons given

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[23] Ameritech Tariff F.C.C. No. 1, §7.14.3(B).

[24] Southwestern Bell Telephone Company, Tariff FCC No. 73, §§ 7.2.22(E)(1) and (2).

[25] *See id.* § 7.2.22(E)(4)(a). Otherwise, shortfall or overage penalties will apply. *See id.* § 7.2.22(E)(4)(b). Pacific Bell has similar terms to those of the Southwestern Bell Telephone Company. *See* Pacific Bell Telephone Company, Tariff FCC No. 1, §§ 7.4.18(E)(1), (2) and (4).

above, the expiration of a commitment plan with AT&T, like that of Verizon, is not an economically practical opportunity to move demand over to competitors in any substantial fashion.[26] Accordingly, it simply is not the case, as AT&T contends, that nothing about the price cap LEC discount plans precludes carriers from purchasing special access services from competitive providers.[27] The mere absence of an express prohibition against carrier customers from doing so in AT&T's special access commitment plans does not prove AT&T's point.

AT&T also makes false comparisons of its early termination liability penalties with those of its competitors. AT&T claims that "one large competitor" has reported that its early termination charge is 50 percent of the payments on the remaining terms, whereas as under AT&T's SBC tariff No. 73, that amount is only 40 percent of the remaining total payments.[28] Even accepting that this is literally true in this one case,[29] the comparison leaves out important

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[26] *See supra* pp. 6-7. AT&T states that wireless carriers have allegedly moved a significant portion of their demand for backhaul capacity from base stations to alternative fiber-based suppliers. *See* AT&T Comments at 40. AT&T's observation is not *apropos* to the issues of concern in this proceeding. Wireless carriers have evolved because of escalating traffic volumes such that they often need more capacity than DS3 special access circuits can provide, *i.e.*, 45 Mbps. Although the extraordinary demand for capacity of the wireless carriers has created the business justification for alternative suppliers to invest in fiber builds to cell towers, this has not been replicated with respect to commercial buildings. The cell tower fiber builds simply have not created a collateral effect in that more buildings have been reached by fiber creating an alternative source for DS1 and DS3 circuits.

[27] *See* AT&T Comments at 39.

[28] *See* AT&T Comments at 41. *See* Southwestern Bell Telephone Company, Tariff FCC No. 73, § 7.2.22(G)(2).

[29] In XO's experience, price cap LECs' early termination provisions are uniformly more onerous than those of non-price cap LEC competitors. The Early Termination Penalty provision that XO puts in its own agreements as a wholesale supplier and which it insists on, and usually receives from competitors when XO is a purchaser, is as follows:

> <u>Early Termination.</u> If the Customer disconnects a circuit after acceptance, but prior to the end of the initial term obligation listed on the Service Order(s) for its own convenience, Customer shall pay an early termination fee equal to one hundred percent (100%) of the remaining monthly recurring charges associated with the Service(s) under the Service Order for the un-expired portion of the first year of Service (if any), twenty five percent (25%) of the remaining monthly recurring charges of the second and subsequent years of

(footnote continued)

factors that demonstrate the gross disparity of the impact of these two carriers' penalty provisions. AT&T is likely, because of its pervasive reach to commercial buildings within its territory, to serve a much greater number of circuits than the competitor, and its early termination penalties would apply to the agreement as a whole. By the same token, competitor's special access plans, from XO's experience, apply only to individual circuit's terms, making AT&T's comparison with its own discount commitment plans a relatively useless apples-to-oranges comparison.[30] In short, the price cap LEC's dominant presence in the special access markets

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> the term. If termination is for an upgrade of the respective circuit to a higher bandwidth, at the same physical location, all termination charges will be waived.
>
> Customer may cancel a Circuit without liability (i) if Supplier is unable to meet the FOC [Firm Order Confirmation] Date or (ii) at any time prior to the issuance of the DLR. If the Circuit is canceled after the DLR [Design Layout Record] is issued but prior to the Start of Service Date, Customer will pay a cancellation charge as follows:

Cancellation Time	Percent of Installation Fee
Before DLR issuance	0%
On or after DLR issuance	10%
On or after notification by Supplier that Circuit has been installed and is ready for acceptance testing	50%
Following acceptance of Circuit	100%

> If a portion of the canceled Circuit has been contracted by Supplier on behalf of Customer from a third party Off-Net Supplier, then Customer agrees to pay actual documented termination charges assessed to Supplier by Off-Net Supplier.

30 As Level 3 notes, facially "similar" provisions in price cap LEC and competitor special access agreements do not lend themselves to comparison because of the very different market positions the two types of providers have in reality. Thus, for example, "the use of term and volume contracts by non-ILEC wholesale providers has no anti-competitive effects, because there are no locations at which the non-ILEC is the only provider." Level 3 Comments at 8.

make any demonstrations purportedly showing that price cap LEC behavior is comparable to that of their competitors fundamentally baseless.[31]

Moreover, in XO's experience, AT&T's agreement terms are likely to be considerably longer than that of their competitors – typically three-year circuit terms (with portability kicking in, where present, after two tears) under a five-year discount commitment plan versus typically one year for competitor circuit agreements. Further, the competitor's base "rack" rates are likely to be lower than AT&T's even with discount pricing. Accordingly, even on a per circuit basis, the purported difference in early termination penalties in AT&T's example of 40 percent versus 50 percent of remaining payments is likely to mask the disproportionate outcome AT&T charges a significantly harsher penalty where the customers, in the two cases, terminates the circuit, for example, after the same number of months because the AT&T term is significantly longer.

Finally, while AT&T claims that the "optional commitment" that customers can make in the special access commitment plans with AT&T to qualify for the portability option ostensibly give carriers added flexibility, its assertion that the special access commitment plans do not also lock-in customers fails to accurately tell the entire story.[32] Yes, portability does give customers a limited measure of flexibility for those who make the commitment to qualify – although that flexibility does not extend to moving DS1 circuits to DS3 levels or moving either DS1 or DS3 circuits to Ethernet circuits with the new circuits still counting toward the commitment levels relevant to the old circuits. But the lock-in resulting from making the commitments to get

[31] In any event, setting aside the disparate scale of market presence and scope of geographic reach of price cap LECs and their competitors, XO's experience reveals that the terms and conditions (and prices) of competitors are, as a rule, more favorable *on their face* that those of price cap LECs.

[32] *See* AT&T Comments at 41.

AT&T's best pricing and portability[33] becomes most apparent, not during the course of the agreement, but at its termination.[34] As explained earlier, there is no meaningful opportunity for special access customers to migrate substantial portions of their requirements to competitors, assuming competitive alternatives are even present, without risking substantial financial exposure.

IV. CONCLUSION

As explained above, Verizon and AT&T have failed to rebut in their comments the well-founded allegations of XO and other carriers that the price cap LECs' special access commitment plans, in effect, lock-up special access demand and harm the development of competition. These plans, therefore, undermine any opportunity for robust competition for DS1 and DS3 transport and channel terminations to take hold except, perhaps, in small pockets of the marketplace. For the foregoing reasons and those in XO's initial comments, the Commission has sufficient evidence upon which it can act to adopt immediately interim measures that preclude price cap LECs from locking-up more than 50 percent of individual carrier customer's total special access requirements.

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33 *See* BT Americas *et al*. Comments at 24 ("Incumbent LECs offer competitors an alternative "solution" – purchase arrangements under which the incumbent LEC will not impose early termination penalties so long as the competitor commits to maintaining a certain volume of circuits in service with the incumbent LEC … Often, the volume commitment that a competitor must make in order to receive this benefit is equal to a high percentage of the competitor's historic special access purchase volume from the incumbent LEC.").

34 As Sprint explains, of course, the lock-in operates in just that manner during the course of the agreement. *See* Sprint Comments at 30 ("current special access purchasers cannot avail themselves of [a] new provider without exiting the discount plan (and paying the huge penalties …) or paying the incumbent LEC an exorbitant "buy down" fee to reduce their loyalty commitment.")

Respectfully submitted,

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