



SENT VIA ELECTRONIC MAIL

October 24, 2013

Sherri D. Schlabs
Interconnection/Global Wholesale
600 Hidden Ridge, HQE02L59
Irving, TX 75038
sherri.schlabs@verizon.com

RE: Interconnection for the Exchange of VoIP Traffic in IP Format

Dear Ms. Schlabs,

This responds to your October 10, 2013 letter to Mark Todd regarding the above-mentioned subject. As a preliminary matter, Windstream has noted the multiple references you have made to "commercial interconnection arrangements." Please be advised that Windstream will only engage in IP interconnection discussions under conditions where it is agreed between the parties at the outset of discussions that such negotiations and any resulting agreements are subject to regulatory agency review, dispute resolution and approval, and where Windstream can fully reserve its ability to contend (without asserting that position presently) that such agreements are subject to the substantive obligations and procedures of Sections 251/252 of the Telecommunications Act of 1996.

Please confirm whether Verizon is willing to proceed with negotiations on this basis.

Sincerely,

A handwritten signature in black ink that reads "Peggy Rubino".

Peggy Rubino
Sr. Negotiator & Account Manager
margaret.rubino@windstream.com

From: Greg Darnell [<mailto:greg.darnell@cbeyond.net>]
Sent: Wednesday, August 14, 2013 9:58 AM
To: Schlabs, Sherri D (Sherri D. Schlabs); VGWContracts
Cc: Graf, Steven L; Hefley, Melissa A
Subject: RE: Redline of NDA - Voice over IP Interconnection Negotiations

Sherri,

Cbeyond has reviewed Verizon's modifications to Cbeyond's redline edits to the NDA, and Cbeyond is not interested in negotiations under these terms as it believes that the law requires the negotiations be conducted under the auspices of Sections 251 and 252 of the 1996 Act. Cbeyond requires that all Verizon IP interconnection agreements be filed with State regulatory agencies and approved by State regulatory agencies as set forth in section 252 of the 1996 Act so that they may be available for potential opt-in under section 252(i) of the 1996 Act. It is clear from Verizon's proposed NDA that Verizon seeks to evade these requirements.

Cbeyond expects that Verizon will NOT claim in any proceeding that they are in negotiations with Cbeyond for an IP interconnection agreement whether they mention Cbeyond by name or not.

Sincerely,

Greg Darnell
Director, LEC Relations

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CBEYOND