

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of
Petition of Onvoy d/b/a Inteliquent, Inc. for
Temporary Waiver of Section 61.3(bbb)(1)(ii)
of the Commission's Rules
WC Docket No. 18-155

ORDER

Adopted: March 23, 2021

Released: March 23, 2021

By the Chief, Wireline Competition Bureau:

I. INTRODUCTION

1. In this Order, the Wireline Competition Bureau (Bureau) grants Onvoy, LLC d/b/a Inteliquent's (Inteliquent) fourth request to renew, in part, the temporary waiver of part of the Commission's Access Stimulation definition that we first granted to the company in March 2020.

2. Inteliquent is a competitive local exchange carrier (LEC) that provides service to large enterprise customers. Among Inteliquent's preexisting customers are Zoom Video Communications, Inc. (Zoom) and Cisco Webex, two of the premier conference calling service providers in the United States. The increased volume of teleconferencing calls received by Zoom and Cisco Webex, and the decrease in telephone calls originating from Inteliquent's enterprise customers because of the move to telework resulting from the COVID-19 pandemic has materially increased Inteliquent's ratio of terminating-to-originating traffic.

1 Request of Onvoy, LLC d/b/a Inteliquent for Renewal of Temporary Waiver of Section 61.3(bbb)(1)(ii) of the Commission's Rules, WC Docket No. 18-155 (filed Feb. 23, 2021) (Fourth Renewal Request); Petition of Onvoy d/b/a Inteliquent, Inc. for Temporary Waiver of Section 61.3(bbb)(1)(ii) of the Commission's Rules, WC Docket No. 18-155, Order, DA 20-349 (WCB Mar. 27, 2020) (Inteliquent Waiver Order).

2 Updating the Intercarrier Compensation Regime to Eliminate Access Arbitrage, WC Docket No. 18-155, Report and Order and Modification of Section 214 Authorizations, 34 FCC Rcd 9035 (2019) (Access Arbitrage Order), pets. for review pending sub nom, Great Lakes Commc'n Corp., et al. v. FCC, No. 19-1233 (D.C. Cir. filed Oct. 29, 2019) (consolidated with No. 19-1244).

3 47 CFR § 61.3(bbb)(1)(ii); 47 CFR § 51.914. See generally Access Arbitrage Order.

4 Inteliquent Waiver Order (granting a temporary waiver of 47 CFR § 61.3(bbb)(1)(ii)).

continued, we have renewed the temporary waiver three times.<sup>5</sup> At Inteliquent's request, the most recent waiver covers only two urban Local Access Transport Areas (LATAs) in which Inteliquent terminates traffic (Chicago, Illinois and Houston, Texas).<sup>6</sup>

3. On February 23, 2021, Inteliquent requested a fourth renewal of the temporary waiver, until September 1, 2021, for traffic terminating at the same two urban LATAs covered by the most recent waiver renewal order.<sup>7</sup> Inteliquent is again seeking to avoid the financial burden that would be associated with being labeled an access stimulator because of the continued high level of terminating conference platform traffic to its preexisting customers Zoom and Cisco Webex.<sup>8</sup> We agree that Inteliquent has shown that “[b]ut for the pandemic and Inteliquent’s service to these well-established conference calling platforms, Inteliquent would again not require an extension of the limited temporary waiver.”<sup>9</sup> Therefore, as described herein, we find good cause to grant Inteliquent’s Fourth Renewal Request, and we grant a temporary waiver until September 1, 2021, based on the information the company has submitted detailing the effect the pandemic has had on Inteliquent and its customers.

## II. BACKGROUND

4. In September 2019, the Commission unanimously adopted the *Access Arbitrage Order* to reduce the use of the intercarrier compensation system to implicitly subsidize services offered through access stimulation.<sup>10</sup> Among other things, in the *Access Arbitrage Order* the Commission modified the definition of access stimulation.<sup>11</sup> Under the modified definition in section 61.3(bbb)(1)(ii) of the Commission’s rules, a competitive LEC is deemed to be engaged in access stimulation if it “has an interstate terminating-to-originating traffic ratio of at least 6:1 in an end office in a calendar month.”<sup>12</sup> The Commission’s rules also require that a LEC “engaged in Access Stimulation . . . shall assume financial responsibility for any applicable Intermediate Access Provider’s charges for such services for

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<sup>5</sup> *Petition of Onvoy d/b/a Inteliquent, Inc. for Temporary Waiver of Section 61.3(bbb)(1)(ii) of the Commission’s Rules*, WC Docket No. 18-155, Order, DA 20-655 (WCB June 23, 2020) (*Inteliquent Waiver Renewal Order*); *Petition of Onvoy d/b/a Inteliquent, Inc. for Temporary Waiver of Section 61.3(bbb)(1)(ii) of the Commission’s Rules*, Order, WC Docket No. 18-155, DA 20-1100 (WCB Sept. 17, 2020) (*Inteliquent Second Waiver Renewal Order*); *Petition of Onvoy d/b/a Inteliquent, Inc. for Temporary Waiver of Section 61.3(bbb)(1)(ii) of the Commission’s Rules*, WC Docket No. 18-155, Order, DA 20-1486 (WCB Dec. 16, 2020) (*Inteliquent Third Waiver Renewal Order*).

<sup>6</sup> *Inteliquent Third Waiver Renewal Order*. Under the Commission’s rules, a competitive LEC meets the definition of access-stimulating LEC if it has an “interstate terminating-to-originating traffic ratio of at least 6:1 in a calendar month.” 47 CFR § 61.3(bbb)(1)(ii). In keeping with the other waivers granted to Inteliquent, in the *Inteliquent Third Waiver Renewal* the Bureau waived the application of rule 61.3(bbb)(1)(ii) to Inteliquent through March 1, 2021. Thus, Inteliquent received a waiver of the access stimulation definition, and attendant financial obligations, through the month of March 2021.

<sup>7</sup> Fourth Renewal Request at 1-2.

<sup>8</sup> Fourth Renewal Request at 2 (“COVID-19 continues to cause substantial conference platform traffic for Inteliquent to terminate for pre-existing customers Zoom and Cisco Webex. Inteliquent does not anticipate that the importance of these platforms for remote work, distance learning, and socializing with friends and family will wane in the near term.”).

<sup>9</sup> Fourth Renewal Request at 2.

<sup>10</sup> *Access Arbitrage Order*, 34 FCC Rcd at 9035-36, para 1.

<sup>11</sup> *Id.* at 9053, para. 43.

<sup>12</sup> 47 CFR § 61.3(bbb)(1)(ii). The Commission also revised the access stimulation definition to include a higher ratio for rate-of-return LECs that are not parties to revenue sharing agreements. 47 CFR § 61.3(bbb)(1)(iii).

any traffic between such local exchange carrier's terminating end office or equivalent and the associated access tandem switch."<sup>13</sup>

5. In granting Inteliquent's initial petition for temporary waiver of section 61.3(bbb)(1)(ii), we found that prior to March 2020, Inteliquent did not meet the definition of an access-stimulating LEC.<sup>14</sup> We reasoned that by limiting the temporary waiver to Inteliquent's preexisting customers—those that the company served before the advent of the pandemic—the waiver would be tied to the unexpected COVID-19 pandemic-related market conditions, and would not allow Inteliquent to avoid the legal consequences of adding access-stimulating customers.<sup>15</sup> We found credible Inteliquent's explanation that the shift in its traffic ratios was the result of serving its preexisting customers' increased traffic volume in response to the public health crisis.<sup>16</sup>

6. Inteliquent sought a renewal of its temporary waiver, asking us to extend it until September 1, 2020, but narrowed the request to cover traffic terminating in only six urban LATAs.<sup>17</sup> We granted that request, relying on Inteliquent's actual and projected traffic volumes and terminating-to-originating traffic ratios for the six LATAs.<sup>18</sup> We found that granting the renewal was in the public interest,<sup>19</sup> and to protect against abuse, the waiver renewal was limited, as was the original waiver, to traffic terminated by Inteliquent to its "preexisting customers."<sup>20</sup> We again required that any further waiver renewal request contain a certification that there has been no material change in the facts that led to the grant of the original waiver or the initial renewal, and that Inteliquent include traffic volume information for the two months preceding the certification and projected traffic volumes for the succeeding two months.<sup>21</sup>

7. On August 18, 2020, Inteliquent filed its Second Renewal Request seeking to renew the waiver through March 1, 2021, while further narrowing the scope of the temporary waiver to traffic terminated to preexisting customers in four of the six urban LATAs covered in the *Inteliquent Waiver Renewal Order*.<sup>22</sup> The Second Renewal Request included a certification that there had been no material

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<sup>13</sup> 47 CFR § 51.914(a)(2).

<sup>14</sup> *Inteliquent Waiver Order* at 5-6, para. 15.

<sup>15</sup> *Id.* at 5, para. 14.

<sup>16</sup> *Id.*

<sup>17</sup> Inteliquent requested waiver for the following LATAs: Chicago, IL; Houston, TX; Philadelphia, PA; Jacksonville, FL; New York, NY; and Denver, CO. Request of Onvoy, LLC d/b/a Inteliquent for Renewal of Temporary Waiver of Section 61.3(bbb)(1)(ii) of the Commission Rules, WC Docket No. 18-155 (filed May 13, 2020) (Renewal Request). "Inteliquent's terminating conference call traffic continues to be routed efficiently to largely urban destinations based on legitimate network considerations, with rates benchmarked to the applicable RBOC serving the area where the calls terminate, all while imposing no mileage charges on IXC's for terminating this traffic (whether at the tandem or end office)." *Id.* at 5.

<sup>18</sup> *Inteliquent Waiver Renewal Order* at 4-5, para. 11.

<sup>19</sup> *Id.* at 5, para 12.

<sup>20</sup> *Id.* at 5, para 13.

<sup>21</sup> *Id.* at 6, para. 15.

<sup>22</sup> Inteliquent sought waiver for traffic terminating in the Chicago, IL, Houston, TX, Philadelphia, PA, and Jacksonville, FL LATAs. Request of Onvoy, LLC d/b/a Inteliquent for Renewal of Temporary Waiver of Section 61.3(bbb)(1)(ii) of the Commission's Rules, WC Docket No. 18-155 (filed Aug. 18, 2020) (Second Renewal Request). "As has remained the case throughout out waiver requests, Inteliquent's terminating conference call traffic continues to be routed efficiently to largely urban destinations based on legitimate network considerations, with rates benchmarked to the applicable RBOC serving the area where the calls terminate, all while imposing no mileage charges on IXC's for terminating this traffic (whether at the tandem or end office)." *Id.* at 4.

change to the facts that led us to grant the Petition or Renewal Request.<sup>23</sup> We again found that the dramatically increased demand created by the current pandemic for the services of Inteliquent's preexisting conference calling service provider customers constituted a special circumstance justifying a renewal of the temporary waiver and that the public interest supported renewal.<sup>24</sup> Although Inteliquent requested a six-month waiver, we granted a three-month waiver given uncertainty about how long the pandemic would continue to affect Inteliquent's terminating-to-originating traffic ratios.<sup>25</sup> Accordingly, we granted Inteliquent's request for renewal of its temporary waiver through December 1, 2020.<sup>26</sup>

8. On November 19, 2020, Inteliquent filed a Third Renewal Request limited to two of the four urban LATAs covered in the *Inteliquent Second Waiver Renewal Order*—Chicago and Houston.<sup>27</sup> Inteliquent explained that the ongoing pandemic continued to result in “substantial conference platform traffic that Inteliquent is terminating for pre-existing customers Zoom and Cisco Webex to facilitate remote work, distance learning, and socializing with friends and family.”<sup>28</sup> Inteliquent again certified that there had been no material change to the facts that led the Bureau to grant the initial waiver or subsequent waiver renewal requests, including the fact that it is the increase in conferencing traffic as a result of COVID-19 that has caused Inteliquent's terminating-to-originating ratios to exceed 6:1 in the two LATAs.<sup>29</sup> We granted renewal of Inteliquent's temporary waiver through March 1, 2021.<sup>30</sup>

9. On February 23, 2021, Inteliquent filed a Fourth Waiver Renewal Request again limited to the Chicago and Houston LATAs.<sup>31</sup> In this request, Inteliquent confirms that “COVID-19 continues to cause substantial conference platform traffic for Inteliquent to terminate for pre-existing customers Zoom and Cisco Webex.”<sup>32</sup> Prior to the pandemic, Inteliquent's terminating-to-originating traffic ratios were 2.4:1 in the Chicago LATA, and 1.5:1 in the Houston LATA.<sup>33</sup> Since Inteliquent received its first waiver in March 2020, the actual terminating-to-originating traffic ratios for its preexisting customers in the Chicago LATA have been as high as 32.8:1 and no lower than 14:1.<sup>34</sup> Similarly, Inteliquent's actual terminating-to-originating traffic ratios in the Houston LATA have been as high as 29.7:1 and no lower than 12.1:1 since March 2020.<sup>35</sup> Inteliquent now projects that in the months included in its requested waiver its terminating-to-originating traffic ratios will continue to exceed the 6:1 threshold, with estimated terminating-to-originating traffic ratios of 14.2:1 in the Chicago LATA and 12.3:1 in the

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<sup>23</sup> Second Renewal Request at Cert. of Brett Scorza.

<sup>24</sup> See generally *Inteliquent Second Waiver Renewal Order*.

<sup>25</sup> *Id.* at 2, para. 3.

<sup>26</sup> *Id.*

<sup>27</sup> Request of Onvoy, LLC d/b/a Inteliquent for Renewal of Temporary Waiver of Section 61.3(bbb)(1)(ii) of the Commission's Rules, WC Docket No. 18-155 (filed Nov. 19, 2020) (Third Renewal Request). “As explained in our prior waiver requests, Inteliquent's terminating conference call traffic continues to be routed efficiently to largely urban destinations based on legitimate network considerations, with rates benchmarked to the applicable RBOC serving the area where the calls terminate, all while imposing no mileage charges on IXC's for terminating this traffic (whether at the tandem or end office).” *Id.* at 4.

<sup>28</sup> *Id.* at 2.

<sup>29</sup> *Id.* at Cert. of Brett Scorza.

<sup>30</sup> *Inteliquent Third Waiver Renewal Order* at 2, para. 3.

<sup>31</sup> Fourth Renewal Request at 1-2.

<sup>32</sup> *Id.* at 2.

<sup>33</sup> *Id.* at Exh. A.

<sup>34</sup> *Id.*

<sup>35</sup> *Id.*

Houston LATA.<sup>36</sup> Inteliquent therefore requests a renewal of the waiver to enable it “to continue to respond to the needs of the public during the ongoing health crisis”<sup>37</sup> and again confirms “that it is not currently engaged in efforts to stimulate traffic terminating on its network” and that there has been no material change to the facts that led the Bureau to grant the initial waiver or the waiver renewals to Inteliquent including that it routes traffic to largely urban locations, benchmarks to the applicable RBOC’s rates and does not impose mileage-based charges on IXCs for terminating this traffic.<sup>38</sup> Inteliquent seeks a six month waiver, through September 1, 2021, given projected traffic volumes to its preexisting customers, the ongoing nature of pandemic mitigation strategies, and administrative efficiency.<sup>39</sup>

### III. DISCUSSION

10. Generally, the Commission’s rules may be waived for good cause shown.<sup>40</sup> The Commission may exercise its discretion to waive a rule where the particular facts render strict compliance inconsistent with the public interest.<sup>41</sup> The Commission may also take into account considerations of hardship, equity, or more effective implementation of policy on an overall basis.<sup>42</sup> Waiver of the Commission’s rules is appropriate if both: (1) special circumstances warrant a deviation from the general rule; and (2) such deviation will serve the public interest.<sup>43</sup> In the *Access Arbitrage Order*, the Commission contemplated the possible need for waivers when “a LEC, not engaged in arbitrage, finds that its traffic will exceed a prescribed terminating-to-originating traffic ratio.”<sup>44</sup>

11. In the *Inteliquent Waiver Order* and subsequent renewal orders, we recognized that the continuing impact of the COVID-19 pandemic on Inteliquent’s existing conference calling service customers could justify further renewals of its temporary and limited waiver of a portion of the Commission’s Access Stimulation Rules.<sup>45</sup> And we agree that pandemic-mitigation measures will remain in place for the foreseeable future.<sup>46</sup> We find that the significantly increased conference calling traffic

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<sup>36</sup> *Id.* Inteliquent’s projected traffic ratios are “based on current traffic volumes observed in January/February [2021], and then adjusted for the number of business days and weekend days in those months. This methodology is used because traffic volumes tend to correlate with whether a given day is a business day or a weekend day.” *Id.* at n.10.

<sup>37</sup> *Id.* at 8.

<sup>38</sup> *Id.* at 3-4 (internal citations omitted); *id.* at Cert. of Brett Scorza.

<sup>39</sup> *Id.* at 2-3, 6-7.

<sup>40</sup> 47 CFR § 1.3.

<sup>41</sup> *Northeast Cellular Telephone Co. v. FCC*, 897 F.2d 1164, 1166 (D.C. Cir. 1990).

<sup>42</sup> *WAIT Radio v. FCC*, 418 F.2d 1153, 1159 (D.C. Cir. 1969); *Northeast Cellular*, 897 F.2d at 1166.

<sup>43</sup> *Northeast Cellular*, 897 F.2d at 1166.

<sup>44</sup> *Access Arbitrage Order*, 34 FCC Red at 9058-59, para. 53.

<sup>45</sup> *Inteliquent Waiver Order* at 6-7, para. 17; *Inteliquent Waiver Renewal Order* at 6, para. 15; *Inteliquent Second Waiver Renewal Order* at 6, para. 13; *Inteliquent Third Waiver Renewal Order* at 6, para. 13.

<sup>46</sup> Fourth Renewal Request at 2-3 & n.2 (Karen Ann Cullotta, *Half of Illinois public school students are still in remote learning only, even as CPS reopening plan advances*, Chicago Tribune (Feb. 9, 2021), <https://www.chicagotribune.com/coronavirus/ct-illinois-schools-in-person-classes-covid-19-20210209-ehhkluslogvdojjl2vmmb35kmsu-story.html> (“Eleven months after the coronavirus shut down schools statewide, about 1 million students in kindergarten through 12<sup>th</sup> grade across the state—including nearly 700,000 outside of the city—are still receiving all their lessons remotely from home, according to Illinois State Board of Education data updated Monday. About another 725,000 students are receiving a hybrid of online and in-person lessons, while fewer than 185,000 pupils are back in class full time.”)); *id.* at n.4 (*Thinking of Traveling in the U.S.? These States* (continued....))

volumes to Inteliquent's preexisting customers Zoom and Cisco Webex due to COVID-19 pandemic-related restrictions constitute special circumstances justifying a renewal of the temporary waiver, and that the public interest also supports renewal of the temporary waiver.

12. The actual and projected data provided by Inteliquent in its Fourth Renewal Request support a grant.<sup>47</sup> Inteliquent provides actual terminating-to-originating traffic ratios and traffic volumes in the Chicago and Houston LATAs for February 2020 through January 2021 and projected traffic ratios and volumes for February 2021 to September 2021.<sup>48</sup> These data show that ratios for traffic terminating to preexisting customers in each of the two LATAs have exceeded 6:1 since March 2020 and are expected to continue to exceed 6:1 throughout the time period covered by this temporary waiver.<sup>49</sup> Inteliquent indicates that its terminating-to-originating ratios have, as projected, stayed fairly stable since summer 2020, and it "anticipates no further material changes to traffic patterns this spring or summer" in those two LATAs.<sup>50</sup> We find that continuing to geographically limit the areas subject to waiver will safeguard against opportunities for Inteliquent to engage in access arbitrage while allowing the company to support the demand for keeping America connected.<sup>51</sup>

13. As required in our previous waiver orders, Inteliquent also certifies that, as to the two LATAs for which it requests the waiver renewal, there has been no material change in the facts that led to the grant of the Petition or subsequent renewal requests.<sup>52</sup> In the Fourth Renewal Request, Inteliquent again confirms that it is not engaged in access arbitrage.<sup>53</sup> As we explained in our prior waiver orders, Inteliquent did not meet the Access Stimulation definition before its petition for waiver of section 61.3(bbb)(1)(ii), and we find again that it is not currently engaged in efforts to stimulate traffic terminating on its network.<sup>54</sup> Inteliquent again limits its waiver request to traffic terminating to its preexisting customers.<sup>55</sup> We find that limiting the waiver to preexisting Inteliquent customers ensures that the traffic driving the increase in terminating-to-originating ratios is a result of COVID-19, and not the result of Inteliquent adding new customers engaged in access stimulation.

14. Inteliquent requests a six-month waiver renewal.<sup>56</sup> We have previously granted Inteliquent three-month waivers, but we agree that a six-month waiver is warranted at this time. In support of its request, Inteliquent relies on traffic projections that show continued high terminating-to-

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*Have Travel Restrictions*, New York Times (updated Mar. 11, 2021), <https://www.nytimes.com/2020/07/10/travel/state-travel-restrictions.html> ("[n]early half of the states have measures in place for visitors, from testing to quarantine requirements").

<sup>47</sup> Fourth Renewal Request at Exh. A.

<sup>48</sup> *Id.* at Exhs. A & B.

<sup>49</sup> *Id.* at Exh. A.

<sup>50</sup> *Id.* at 7, Exh. A.

<sup>51</sup> "The waiver is for just two LATAs in urban areas where Inteliquent charges no mileage-based fees, and . . . neither Inteliquent nor its preexisting customers are engaged in access arbitrage." *Id.* at 7.

<sup>52</sup> *Id.* at 2; *see also id.* at Cert. of Brett Scorza (certifying that all information in the Fourth Renewal Request is true).

<sup>53</sup> *Id.* at 3 ("The Bureau reaffirmed in the *Inteliquent Third Waiver Renewal Order* that 'Inteliquent did not meet the Access Stimulation definition prior to its petition for waiver of section 61.3(bbb)(1)(ii) and we find that it is not currently engaged in efforts to stimulate traffic terminating on its network.' Inteliquent again confirms that this remains accurate." (internal citations omitted)).

<sup>54</sup> *Inteliquent Waiver Order* at 5, para. 14; *Inteliquent Waiver Renewal Order* at 5, para. 13; *Inteliquent Second Waiver Renewal Order* at 5, para. 11; *Inteliquent Third Waiver Renewal Order* at 6, para. 12.

<sup>55</sup> Fourth Renewal Request at 2.

<sup>56</sup> *Id.* at 2, 6-7.

originating traffic volumes, indicating an ongoing need for waiver.<sup>57</sup> We find Inteliquent’s traffic volume projections to be reasonable since they are based on its firsthand experience as the affected terminating competitive LEC.<sup>58</sup> Inteliquent also argues that there is minimal risk that the Commission’s efforts to restrict access stimulation will be negatively affected by granting a six-month waiver.<sup>59</sup> We agree that the geographic limitation of the waiver (again to areas where Inteliquent does not charge mileage-based fees), its applicability to only preexisting customers, and the fact that Inteliquent is not engaged in access stimulation significantly decrease the chances that a six-month waiver of rule 61.3(bbb)(1)(ii) will be abused. Inteliquent’s past waiver filings and behavior, including the fact that it has voluntarily limited the locations subject to its waiver requests, indicates that it is proceeding in good faith and gives us further confidence that Inteliquent will not abuse a longer waiver period.

15. Even as COVID-19 vaccinations begin, there remains significant uncertainty about when the protective health measures that resulted in the increased use of conferencing services will end.<sup>60</sup> Importantly, Inteliquent commits to monitoring its “traffic ratios to determine how intervening events may impact the continuing need for the waiver.”<sup>61</sup> As further protection against potential abuse, we require Inteliquent to contact the Bureau—by a letter, to be filed in this docket—if it no longer requires a waiver of rule 61.3(bbb)(1)(ii) at any time prior to September 1, 2021. Given Inteliquent’s demonstrated need for waiver renewals and the projected data indicating a need for waiver into the fall, we also find that administrative efficiency favors a six-month waiver.<sup>62</sup> The submitted data, the protections in place, and desire for administrative efficiency justify a renewal of Inteliquent’s temporary waiver for a six-month period through September 1, 2021.<sup>63</sup>

16. For these reasons, we find good cause exists to grant Inteliquent’s Fourth Renewal Request for a temporary waiver of the Access Stimulation definition in section 61.3(bbb)(1)(ii) of the Commission’s rules as to traffic terminating to Inteliquent’s preexisting customers in the Chicago and Houston LATAs until September 1, 2021. If the COVID-19 pandemic continues to drive unprecedented levels of conference platform traffic, the terminating-to-originating traffic ratios of Inteliquent’s preexisting conference calling service provider customers may continue to exceed 6:1, and a further temporary renewal may be justified.<sup>64</sup> As part of any further renewal request, Inteliquent should certify that there has been no material change to the facts that led to the grant of the Petition and subsequent

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<sup>57</sup> *Id.* at 5, Exhs. A & B.

<sup>58</sup> “The data indicate[] that the terminating to originating ratios have, as projected, stayed fairly constant throughout the fall and into the winter. . . . The Company does not see a basis to predict any further substantial growth or any basis to predict a substantial decrease in traffic at this time.” *Id.* at 5.

<sup>59</sup> *Id.* at 7.

<sup>60</sup> *Id.* at 1-3. “Indeed, the Commission is currently actively engaged in implementing a number of critical measures to address the ongoing need for communications technologies during the pandemic. These efforts recognize the ongoing nature of the problem that has necessitated Inteliquent’s waivers.” *Id.* at 6 (internal citations omitted).

<sup>61</sup> *Id.* at 6.

<sup>62</sup> “These data demonstrate the continued need for the waiver, such that filing renewal requests every three months creates unnecessary administrative burdens on Commission staff.” *Id.* at 6; at Exhs. A & B.

<sup>63</sup> *Id.* at 6 & n.12.

<sup>64</sup> For purposes of this temporary waiver request, we rely on the un rebutted accuracy—and facial plausibility—of the representations made in the Petition, Renewal Request, Second Renewal Request, Third Renewal Request, and Fourth Renewal Request and on the supporting data submitted. To the extent that interested parties dispute the facts provided or the policy reasoning in granting the request for renewal, they may seek reconsideration or full Commission review as appropriate. *See* 47 CFR §§ 1.106, 1.115. In addition, we suggest that any parties objecting to a possible further renewal of the waiver make a filing in the docket sufficiently in advance of September 1, 2021, to enable its consideration in connection with any renewal request.

renewal requests or this renewal request.<sup>65</sup> If, at the time it requests a future waiver, Inteliquent cannot certify that there have been no material changes to the facts supporting its previous requests, Inteliquent's certification must describe the material changes that have occurred, and explain why a further renewal is nonetheless justified. The certification must also include information about the terminating and originating traffic volumes for Inteliquent's preexisting customers for two months preceding the certification date and estimated terminating and originating traffic volumes of those preexisting customers for two months succeeding the certification date.

#### IV. ORDERING CLAUSES

17. ACCORDINGLY, IT IS ORDERED, pursuant to the authority contained in sections 1-4, 201, 202, and 205 of the Communications Act of 1934, as amended, 47 U.S.C. §§ 151-154, 201, 202, and 205, and sections 0.91, 0.291, and 1.3 of the Commission's rules, 47 CFR §§ 0.91, 0.291, and 1.3, that section 61.3(bbb)(1)(ii) of the Commission's rules is temporarily waived as to Onvoy, LLC d/b/a Inteliquent, Inc., to the extent described herein, until September 1, 2021 and the Fourth Renewal Request IS GRANTED.

18. IT IS FURTHER ORDERED, that pursuant to the authority contained in sections 1-4, 201, 202, and 205 of the Communications Act of 1934, as amended, 47 U.S.C. §§ 151-154, 201, 202, and 205, and sections 0.91, 0.291, and 1.3 of the Commission's rules, 47 CFR §§ 0.91, 0.291, and 1.3, that Onvoy, LLC d/b/a Inteliquent, Inc. must notify the Wireline Competition Bureau if it no longer requires waiver of section 61.3(bbb)(1)(ii) of the Commission's rules at any time prior to September 1, 2021.

19. IT IS FURTHER ORDERED, that pursuant to section 1.102(b)(1) of the Commission's rules, 47 CFR § 1.102(b)(1), this Order SHALL BE EFFECTIVE upon release.

FEDERAL COMMUNICATIONS COMMISSION

Kris Anne Monteith  
Chief  
Wireline Competition Bureau

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<sup>65</sup> *Inteliquent Waiver Order* at 6-7, para. 17; *Inteliquent Waiver Renewal Order* at 6, para. 15; *Inteliquent Second Waiver Renewal Order* at 6, para. 13; *Inteliquent Third Waiver Renewal Order* at 6, para. 13.