

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554**

In the Matter of)	
)	
Verizon Communications Inc.)	
)	WC Docket No. 15-44
and)	
)	
Frontier Communications Corporation)	
)	
Application for Consent To Partially Assign)	
And Transfer Control of Domestic and)	
International Authorizations Pursuant To)	
Section 214 of the Communications Act of)	
1934, as Amended)	

COMMENTS OF COMPTTEL

April 13, 2015

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SUMMARY

This transaction represents the second time that Frontier has applied to the Commission for approval to acquire a significant number of Verizon incumbent local exchange carrier (“ILEC”) customers and network operations. The Commission granted approval of the first transaction subject to a number of conditions designed, *inter alia*, to mitigate potential harms to wholesale customers and the competitive services they provide to retail customers. Now Frontier requests approval to acquire Verizon’s ILEC operations and some long distance customers in California, Florida and Texas. Any approval of this transaction must also be subject to enforceable conditions that will safeguard competitors’ contractual and statutory rights to wholesale inputs that they need to serve their end users and that will ensure that they are not penalized financially when ownership of the Transferring Companies passes from Verizon to Frontier. COMPTTEL has proposed a number of conditions to address these issues.

While Frontier asserts that it has a plan in place for the transition of customers, operations support systems (“OSS”) and billing systems that will minimize service, ordering or billing disruptions for retail and wholesale customers, the Application provides no specifics with respect to that plan. The information set forth in the Application is insufficient for the Commission to determine whether service to customers will suffer after Frontier takes control and is therefore insufficient for the Commission to make the required public interest determination. Frontier should be required to provide additional details on its OSS transition plans and the Commission should impose OSS conditions on any approval of the transaction similar to those the Commission imposed when it approved the first Frontier/Verizon transaction.

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COMMENTS OF COMPTTEL

COMPTTEL, through undersigned counsel, hereby submits these comments on the proposed assignment and transfer of control of Verizon California Inc., Verizon Florida LLC, and Verizon Southwest (the “Transferring Companies”) from Verizon Communications, Inc. to Frontier Communications Corporation and the assignment of certain long distance customer relationships from Verizon Long Distance LLC to Frontier Communications of America, Inc.¹

COMPTTEL is the leading industry association representing competitive telecommunications service providers, integrated communications companies and their supplier partners. COMPTTEL members are both competitors and customers of the Verizon Transferring Companies in California, Florida and Texas whose interests will be impacted by the proposed

¹ *In the Matter of Verizon Communications Inc. and Frontier Communications Corporation*, Consolidated Application For the Partial Assignment and Transfer of Control of Domestic and International Section 214 Authorizations, WC Docket No. 15-44, filed Feb. 24, 2015.

transfer and assignment of the Transferring Companies to Frontier. COMPTTEL members compete directly with Verizon in the provision of wireline and wireless voice, high speed data and video services to end users by using their own network facilities; by employing a combination of their own facilities and network infrastructure purchased from other providers, including the Transferring Companies; and/or through the resale of facilities and services obtained from other providers, including the Transferring Companies. COMPTTEL's wireless members purchase backhaul transport facilities from the Transferring Companies and its wireline members compete with the Transferring Companies in the provision of backhaul transport facilities to wireless service providers. Because its members are competitors and wholesale customers of the Transferring Companies, COMPTTEL, acting on behalf of its members,² is a party in interest with standing to comment on these applications for transfer of control of licenses and authorizations.

I. Standard of Review

In reviewing Frontier's proposed acquisition of the licenses and authorizations held by Verizon, the Commission must conduct the public interest analysis required by Sections 214(a) and 310(d) of the Communications Act, 47 U.S.C. §§ 214(a) and 310(d), to determine whether Frontier has shown that approval of the acquisition would serve the public interest, convenience and necessity. In making that determination, the Commission must weigh the potential public interest harms resulting from the proposed acquisition against the potential public interest benefits to ensure that, on balance, the proposed acquisition serves the public interest,

² See, e.g., *Hunt v. Washington State Apple Advertising Commission*, 432 U.S. 333, 343 (1997) (a trade association has standing to file an action in a representational capacity on behalf of its members).

convenience and necessity.³ Frontier bears the burden of proving by a preponderance of the evidence that the benefits of the acquisition outweigh the potential harms and serve the public interest and convenience.⁴ The Commission cannot find that Frontier has met its burden without additional information necessary to assess the adequacy of Frontier’s plans to transition customers and billing systems without undue disruption.

The Commission’s public interest analysis must incorporate the broad objectives of the Act, “which include, among other things, a deeply rooted preference for preserving and enhancing competition in relevant markets [and] accelerating private-sector deployment of advanced services. . . .”⁵ In other words, the Commission must assess the transaction’s likely effect on *future* competition. The Commission’s public interest analysis may also assess whether the transaction will affect the quality of communications service or will result in the provision of new or additional services to consumers.⁶ To find that a transaction is in the public interest, “the Commission must ‘be convinced that it will enhance competition.’”⁷

The Commission appropriately recognizes the importance of well-functioning wholesale markets in the development and preservation of retail competition:

³ *In the Matter of Applications Filed by Frontier Communications Corporation and Verizon Communications Inc. for Assignment or Transfer of Control*, WC Docket No. 09-95, Memorandum Opinion and Order, FCC 10-87, at ¶ 9 (rel. May 21, 2010) (“*Frontier/Verizon Decision*”).

⁴ *Id.*

⁵ *Id.* at ¶¶ 10-11.

⁶ *Id.* at ¶ 10.

⁷ *In the Matter of Applications for Consent to the Transfer of Control of Licenses and Authorizations by Time Warner Inc. and America Online, Inc., Transferors, to AOL Time Warner Inc., Transferee*, CS Docket No. 00-30, Memorandum Opinion and Order, FCC 01-12, at ¶ 21 (rel. Jan. 22, 2001) (“*AOL Time Warner Order*”).

Ensuring robust competition not only for American households but also for American businesses requires particular attention to the role of wholesale communications markets, through which providers of broadband and other services secure critical inputs from one another. Well-functioning wholesale markets can help foster retail competition, as it is not economically or practically feasible for competitors to build facilities in all geographic areas.⁸

The Commission is authorized to impose and enforce transaction-specific conditions to ensure that the public interest is served,⁹ and it must do so here. As the Commission has recognized, transactions such as this one can threaten the continued existence of competition, eliminate competitors and/or create opportunities to disadvantage rivals in anticompetitive ways.¹⁰ Competitors have been able to provide a choice in services and service providers in the geographic areas served by the Transferring Companies based in part on their ability to obtain unbundled network elements (“UNEs”) and other wholesale inputs from Verizon. Post-transaction, it will not be possible to preserve, let alone enhance, the retail competition generated by these providers without access to the critical wholesale inputs the providers currently obtain from Verizon.

Frontier asserts that although the ownership of the Transferring Companies will shift from Verizon to Frontier,¹¹ “the Transferring Companies will continue to own, control, and/or

⁸ *Frontier/Verizon Decision* at ¶ 27.

⁹ See Section 303(r) of the Act (authorizing the Commission to prescribe restrictions or conditions not inconsistent with law necessary to carry out the provisions of the Act) and Section 214(c) of the Act (authorizing the Commission to impose such terms and conditions as the public convenience and necessity may require); see also, *In the Matter of Applications Filed by Frontier Communications Corporation and AT&T Inc. for the Assignment or Transfer of Control of the Southern New England Telephone Company and SNET American, Inc.*, WC Docket No. 14-22, Memorandum Opinion and Order, DA-1065 at ¶ 11 (WCB, rel. July 25, 2014).

¹⁰ *Frontier/Verizon Decision* at ¶ 15.

¹¹ Exhibit 1 to the Application at 8 and Attachment B.

have access to all assets needed for their voice, broadband, and video businesses, including network facilities, equipment, customers, employees, real estate and the like.”¹² Frontier contends that the transaction will benefit wholesale customers and that the transaction is intended to provide a smooth transition for wholesale customers,¹³ but neither the Application nor the Public Interest Statement contain sufficient detail for the Commission to verify that such will be the case. For example, Frontier states that immediately following the closing, while interconnection agreements will not change, existing “wholesale customers will continue to receive *substantially* the same services on the same terms and conditions under their existing contracts, price lists and tariffs” and “wholesale customer arrangements will remain *substantially* the same. . . .”¹⁴ To the extent there will be *any* changes in the wholesale services provided under existing contracts, price lists or tariffs that the Transferring Companies’ wholesale customers will receive from Frontier after the transaction, those changes must be disclosed and affected parties must be given an opportunity to comment prior to any Commission ruling on the transaction. Because other carriers rely on these wholesale inputs to serve their end users, the Commission cannot assess the competitive impact of the transaction without this information.

II. At The Very Least, The Commission Must Impose Conditions To Ensure That Competition And The Many Customers Benefiting From Competition Are Not Negatively Impacted By The Transaction

With the acquisition of the Transferring Companies, the number of retail and wholesale customers receiving wireline service from Frontier will increase significantly. According to the Applications, Frontier currently serves approximately four million customers, including 2.3

¹² Exhibit 1 to the Application at 22.

¹³ Exhibit 1 to the Application at 1, 3.

¹⁴ *Id.* at 3, 20 (emphasis added).

million broadband customers.¹⁵ The Verizon operations being transferred to Frontier will add “approximately 3.7 million voice connections, 2.2 million broadband (DSL and FiOS) connections and 1.2 million FiOS video connections”¹⁶ to Frontier’s holdings.

In the last transaction involving Frontier’s acquisition of millions of Verizon access lines, the Commission approved the transfer with conditions designed, *inter alia*, to mitigate any potential harms to wholesale customers and to the retail customers they serve.¹⁷ Similar conditions, updated to reflect changes in network technology, are necessary in this case and would serve the public interest. While Frontier has stated in its Application that it would undertake some of the obligations proposed below, the Commission must convert these statements into actual conditions of any approval of the transaction in order to ensure that they are enforceable by the Commission and by any party whose interests may be adversely affected by Frontier’s noncompliance.

A. Interconnection Agreements, Tariffs and Other Wholesale Arrangements

The Commission must take steps to ensure that neither the wholesale customers and competitors of the Transferring Companies nor service to their end users will be adversely affected simply because of the change in ownership from Verizon to Frontier. Conditions that will safeguard the availability of prices, terms and conditions in existing interconnection agreements, tariffs and other wholesale arrangements are necessary to mitigate potential adverse

¹⁵ Exhibit 1 to the Application at 4-5.

¹⁶ *Id.* at 9.

¹⁷ *Frontier/Verizon Decision* at ¶¶ 26-36, 39-42 and Appendix C.

impacts that could arise from the change in ownership. Frontier maintains that the transaction will promote competition.¹⁸ Appropriate conditions must be imposed to achieve this objective.

Frontier has stated in its Application that the Transferring Companies will remain bound by their existing interconnection agreements, tariffs and contracts, and that “existing facilities and arrangements will remain undisturbed.”¹⁹ For wholesale arrangements involving services both within and outside the acquired territories or involving Verizon entities in addition to the Transferring Companies, Frontier has committed to assume Verizon’s rights and obligations under those arrangements solely as they relate to the acquired territories and Transferring Companies, while Verizon will retain the rights and obligations that apply outside the acquired territories and Transferring Companies.²⁰

Frontier’s promises mirror Condition 28 adopted by the Commission when it approved Frontier’s earlier acquisition of Verizon properties.²¹ COMPTTEL has updated the Condition to reflect the fact that ILECs are converting their networks from TDM to IP technology:

- 1) Frontier will honor all obligations under Verizon ILEC’s current interconnection agreements, wholesale tariffs, and other existing wholesale arrangements that are in effect at closing, including, but not limited to, obligations relating to interconnection – whether IP or TDM – and pricing, regardless of whether those obligations, terms, conditions and pricing are contained in a Section 251/252 interconnection agreement, commercial agreement or other wholesale arrangement. In the areas being transferred from Verizon, Frontier will assume those interconnection agreements between Verizon and other carriers that relate to service wholly within the new Frontier areas. Verizon interconnection agreements relating in part to service outside of those states will need to be modified to apply to Frontier and the other party in the respective states only, or those agreements will be replicated by Frontier with respect to one or more of the affected

¹⁸ Exhibit 1 to the Application at 18.

¹⁹ Exhibit 1 to the Application at 3, 20.

²⁰ *Id.* at 20-21.

²¹ *Frontier/Verizon Decision* at Appendix C, Condition 28.

states, following discussion with, and required notice to, the affected parties. In the latter cases, Frontier will offer to put in place new interconnection agreements on substantially the same terms and conditions, so as not to disrupt existing arrangements. As part of this obligation, Frontier will continue to adhere to Verizon's Statement of Rates for Unbundled Network Elements ("UNEs").²²

Frontier should have no objection to the Commission's imposing such a condition on this transaction as well. To ensure that requesting carriers operating in the geographic areas served by the Transferring Companies do not lose any rights conferred by Sections 251 and 252 of the Act as a result of the transaction, the Commission should also prohibit Frontier from claiming or filing for a rural exemption from its interconnection and other wholesale obligations²³ in any of the geographic areas served by the Transferring Companies.

In the 2010 transaction, the Commission imposed conditions to address two additional wholesale issues that Frontier does not specifically mention in the Application. The first condition relates to the continuing availability of Verizon wholesale products and services in the geographic areas served by the Transferring Companies. In order to promote the preservation and enhancement of competition by providers that use such products and services to serve their end users, the Commission should impose the following condition:

- 2) No Verizon wholesale product or service offered to competitive carriers as of the Closing Date, including interconnection and UNE DS1 and DS3 loops, will be discontinued by Frontier after the Closing Date. Frontier's obligations to interconnect upon request and to

²² COMPTTEL added language to Condition 28 to clarify that that the Condition should apply regardless of the technology of interconnection or transmission (IP or TDM) or the type of agreement between the parties (Section 251/252 agreement or commercial agreement). The Commission has previously determined that the duty to negotiate interconnection in good faith does not depend upon the network technology underlying the interconnection. *In the Matter of Connect America Fund*, WC Docket No. 10-90, *et al.*, Report and Order and Further Notice of Proposed Rulemaking, FCC 11-161 at ¶ 1348 (rel. Nov. 18, 2011).

²³ See Section 251(f) of the Act; *Frontier/Verizon Decision* at ¶ 40 and Appendix C, Conditions 18 and 27.

provide UNE DS1- and DS3-capacity loops are not affected by conversion from TDM to IP-based transmission technology or from copper to fiber network infrastructure.²⁴

Both interconnection and access to unbundled high capacity loops are critical wholesale inputs that competitive providers need to continue serving their customers and both should continue to be available whether the underlying network uses IP or TDM technology or copper or fiber.

The other wholesale issue that neither Frontier nor Verizon addressed in the Application was the adjustments that will need to be made to existing volume and term agreements that both retail and wholesale customers have with Verizon. Where existing Verizon customers have committed to purchasing a minimum volume of inventory or to meeting a minimum revenue threshold throughout Verizon's ILEC territory, those volume and revenue thresholds will have to be reduced by both Frontier and Verizon to reflect the pro rata share applicable to the Transferring Companies (for Frontier) and the pro rata share applicable to the Verizon service areas in all states other than California, Florida and Texas (for Verizon). Frontier and Verizon each voluntarily agreed to such volume and revenue reductions in order to win approval for their last transaction.²⁵ Because Verizon's wholesale and retail customers that have agreements requiring that they meet minimum volume or revenue thresholds or that purchase from tariffs containing minimum volume or revenue thresholds should not be financially penalized by Frontier's acquisition of the Transferring Companies, the Commission must at least condition any approval of the transaction on the following additional conditions:

²⁴ COMPTTEL added language to Condition 17 from the prior transaction, *Frontier/Verizon Decision* at Appendix C, Condition 17, to clarify that Frontier's obligations to provide interconnection upon request applies regardless of the technology of interconnection or transmission (IP or TDM) and its obligation to provide high capacity loops applies regardless of transmission (IP or TDM) format or whether they are provided on copper or fiber.

²⁵ *Frontier/Verizon Decision* at ¶42, Appendix C, Condition 29 (Frontier) and Appendix D, Condition 2 (Verizon).

- 3) In the areas to be transferred from Verizon, Frontier will adjust pro rata revenue and volume thresholds with respect to both retail enterprise and wholesale customers provided for in agreements to be assigned or entered into by Frontier or tariffs to be concurred in and then adopted by Frontier, without any change in rates and charges or other terms and conditions, so that such volume pricing terms will in effect exclude volume requirements from states outside the affected states. Frontier will amend its tariffs or satisfy other filing requirements and amend customer agreements as may be necessary to restate the applicable volume commitments.
- 4) For both retail enterprise and wholesale customers with volume and term agreements that apply across areas that Verizon is retaining as well as areas being transferred to Frontier, following the closing of the transaction Verizon will adjust pro rata (or as otherwise agreed to by customers) the revenue commitments and volume thresholds with respect to such agreements in the states it is retaining, so that customers that maintain the volumes they currently purchase in Verizon's remaining states will continue to be eligible for the same volume discounts as they did pre-transaction (excluding volume requirements from states to be transferred to Frontier). Verizon also will amend its tariffs or satisfy other filing requirements and amend customer agreements as may be necessary to restate the applicable pro rata volume commitments.

The Commission imposed similar conditions on its approval of Frontier's prior acquisition of Verizon properties²⁶ and the parties should have no objection to the imposition of such conditions on this transaction.

The Application gives a high level description of the agreement between Frontier and Verizon for the transfer and assignment of the licenses and authorization but does not disclose any specific terms or conditions.²⁷ Although the Verizon ILEC will no longer provide wireline service in California, Florida or Texas after the transaction, Verizon Wireless will continue to provide mobile services in the three states²⁸ and thus will continue to compete with COMPTTEL members that operate in the areas served by the Transferring Companies. To the extent that

²⁶ *Frontier/Verizon Decision* at Appendix C, Condition 29 and Appendix D, Condition 2.

²⁷ Exhibit 1 to the Application at 8-9.

²⁸ Exhibit 1 to the Application at 9, n. 16. It is also possible that other Verizon affiliates, such as Verizon Enterprise Solutions, will continue to operate in the areas served by the Transferring Companies.

Frontier has entered into, or inherits, any arrangements with Verizon and/or its affiliates, and/or a third party carrier or IP provider for services once transaction closes, those arrangements should be made available to other carriers as well. Frontier should make available to other carriers on a nondiscriminatory basis any arrangements that Frontier has entered into with Verizon Wireless, Verizon Enterprise Solutions or any other Verizon affiliate operating in California, Florida or Texas as of the closing date. The Commission should impose the following conditions:

- 5) Frontier ILEC and its affiliates must offer other providers the same or substantially similar interconnection terms and conditions, including, but not limited to, the technology of interconnection – e.g., IP or TDM -- and pricing that it offers Verizon Wireless, Verizon Enterprise Solutions, any other Verizon affiliates, and/or any third party carrier or IP provider in the areas served by the Transferring Companies regardless of whether those terms, conditions and pricing are contained in a Section 251/252 interconnection agreement or in a commercial arrangement between a Frontier ILEC and Verizon Wireless, Verizon Enterprise Solutions or other Verizon affiliate.
- 6) Frontier ILEC and its affiliates must offer other providers backhaul arrangements (including Ethernet) to cell sites and customer locations and pricing equivalent to any backhaul arrangements and pricing offered to any Verizon affiliate in the areas served by the Transferring Companies.

Where Verizon has entered into an intercarrier compensation agreement or settlement agreement with another carrier operating in the areas being transferred, the other carrier should have the option to maintain that agreement with Frontier. To ensure the continuity of such agreements at the other carrier's election, the Commission should impose the following condition so as not to disrupt existing arrangements:

- 7) With the consent of the other carrier, Frontier and its affiliates will honor intercarrier compensation arrangements or settlements reached by Verizon or its affiliates with another carrier for the areas being transferred. With the consent of the other carrier, Verizon will assign those agreements to Frontier and its affiliates for the transferred areas. In the alternative, at the request of the other carrier, Frontier will enter into a new agreement with the same pricing, terms and conditions for intercarrier compensation in the transferred areas.

Many of the Verizon interconnection agreements are currently in evergreen status. As it did when it approved the AT&T/BellSouth merger,²⁹ the Commission should impose a condition that would grant requesting carriers the right to extend their current interconnection agreements for a period of up to three years:

- 8) Frontier shall permit a requesting carrier to extend its current interconnection agreement, regardless of whether its initial term has expired, for a period of up to three years.

A number of the Verizon service territories being acquired by Frontier are not contiguous to Frontier's existing service territories. To the extent that Frontier elects to "re-home" the non-contiguous Verizon service territories to a Frontier tandem or to directly connect a number of end offices with one of these wire centers acting as a remote host, the Commission should impose a condition that would prohibit Frontier from forcing competitive carriers to interconnect at the end office when a more ubiquitous point of interconnection exists or from charging competitive carriers transport to or from the new interconnection points:

- 9) In the event that Frontier homes the acquired Verizon service territories to a tandem other than the tandem currently employed as a point of interconnection, requesting carriers may utilize the new tandem as a point of interconnection for all of the end offices so homed. Further, in the event that Frontier directly interconnects some of the acquired Verizon service territories to each other, a requesting carrier may take advantage of such direct interconnections for the purpose of exchanging traffic with the subject wire centers with no transport charge by Frontier.

Finally, as it did when it approved the 2010 Frontier acquisition of the Verizon operations, the Commission should impose a condition prohibiting Frontier from passing through to wholesale customers any costs incurred in connection with the transaction:

- 10) In the areas transferred from Verizon, Frontier will not seek to recover through wholesale service rates one-time transfer, branding or transaction costs. Frontier will hold

²⁹ *In the Matter of AT&T Inc. and BellSouth Corporation Application for Transfer of Control*, WC Docket No. 06-74, Memorandum Opinion and Order, FCC 06-189 (rel. Mar. 26, 2007) at Appendix F, Condition 4 of the Conditions addressing "Reducing Transaction Costs Associated with Interconnection Agreements."

wholesale customers harmless for increases in overall management costs incurred by Frontier that result from the transaction.³⁰

B. Operations Support Systems (“OSS”) and Wholesale Customer Service

Frontier’s Application is very short on details about how it plans to transition the operations of the Transferring Companies and Verizon’s wholesale customers to its existing operations support systems (“OSS”) and billing systems at closing. Frontier contends that it and Verizon have “in place a plan for the transition of customers, OSS, and billing systems so that neither retail nor wholesale customers will experience service, ordering, or billing disruptions.”³¹

The only specificity provided about the transition plan is the following:

Post-closing, the operations of the Transferring Companies will be converted to Frontier’s existing OSS and billing systems, which will allow Frontier to go to market promptly in the acquired areas. Former Verizon LD customers also will be integrated into Frontier’s existing systems. Frontier intends to use its seasoned transition team, which has been facilitating the transaction effort in Connecticut, to provide the administrative and technical resources and experience to undertake the transition smoothly. Its existing billing and operations systems have ample capacity and are scalable so they will be able to accommodate the transferring customers.³²

Frontier should be required to provide additional information describing the timing of the transition and the conversion of customer accounts, what type of training will be made available to competitors on the operation of the Frontier OSS and how billing, ordering, provisioning, performance, payment or any other issues that remain unresolved with Verizon on the Closing Date will be handled by Frontier.

³⁰ *Frontier/Verizon Decision* at Appendix C, Conditions 17 and 26.

³¹ Exhibit 1 to the Application at 21.

³² *Id.*

When the Commission approved Frontier's last acquisition of Verizon systems and customers, it did so conditioned on Frontier's commitment to maintain wholesale functionality, performance and e-bonding at a level at least equivalent to what Verizon was providing.³³ The same should be required here. Verizon's existing customers and competitors are entitled to receive a level of wholesale service from Frontier after the Closing that is at least as good as (if not better than) the service they were receiving from Verizon before the Closing. The sparse information set forth in the Application is insufficient for the Commission to determine whether service to wholesale customers will deteriorate after Frontier takes control and is thus insufficient for the Commission to make the required public interest determination.

The Commission should order Frontier and Verizon to provide additional details on their OSS transition plans for wholesale customers. It should also adopt OSS conditions similar to those adopted in 2010 when Frontier acquired the other Verizon properties.³⁴

CONCLUSION

For the foregoing reasons, the Commission should not approve this transaction without specific and enforceable conditions, including those set forth herein, designed to alleviate potential harms to competition that may result from Frontier's acquisition of Verizon's local exchange, long distance and broadband businesses in California, Florida and Texas. Maintaining a functioning wholesale market in these service areas is critical to preserving and enhancing

³³ *Frontier/Verizon Decision* at ¶ 31.

³⁴ *Frontier/Verizon Decision* at Appendix C, Conditions 7-27.

competition in the retail market. The Commission must also require Frontier and Verizon to provide additional information on their OSS transition plans.

April 13, 2015

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