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Decision 00-05-024 May 4, 2000

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Order Instituting Rulemaking on the Commission's Own Motion into Competition for Local Exchange Service.	Rulemaking 95-04-043 (Filed April 26, 1995)
Order Instituting Investigation on the Commission's Own Motion into Competition for Local Exchange Service.	Investigation 95-04-044 (Filed April 26, 1995)

O P I N I O N

1. Summary

By this decision, the September 2, 1999 motion of Pacific Bell (Pacific) is granted, in part, to the extent it seeks an order requiring competitive local exchange carriers (CLECs) to establish and maintain a memorandum account for all disputed payments made by Pacific pursuant to any applicable Interconnection Agreement. The motion is denied, in part, to the extent it seeks a Commission order making such payments subject to the posting of security and subject to refund.

2. Background

On October 22, 1998, the Commission issued Decision (D.) 98-10-057 in response to a motion filed in this proceeding by the California Telecommunications Coalition (Coalition). The Coalition sought a ruling regarding the treatment of telephone calls using a local exchange number to

access Internet Service Provider (ISPs).[1] The Coalition argued that ISP-bound calls should be treated as local and subject to the reciprocal compensation provisions of applicable interconnection agreements. Pacific argued that ISP calls were interstate and thus not subject to reciprocal compensation that are applicable only to local calls.[2]

In D.98-10-057, the Commission concluded that it "has jurisdiction over transmissions originating from an end user and terminating at an ISP modem where both the end user and modem are intrastate.[3] The Commission also concluded that it had the jurisdiction to order reciprocal compensation for a transmission "terminating at an ISP."[4] Finally, the Commission ruled that the reciprocal compensation agreements in effect at the time should apply to the termination of calls to ISPs as they do to any other local calls.[5]

Pacific sought rehearing of D.98-01-057, claiming among other things that the Commission violated the Telecommunications Act of 1996 (Act) in purporting to require reciprocal compensation payments for ISP traffic. On July 22, 1999, the Commission issued D.99-07-047, upholding the reciprocal compensation requirements of D.98-10-057 and denying Pacific's application for rehearing. [6]

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[1] D.98-10-057, pp. 1-2.

[2] *Id.*

[3] *Id.*, Col. 1, p. 21.

[4] *Id.*, Col. 2, p. 22.

[5] *Id.*, Col. 3, p 22.

[6] For purposes of the response to Pacific's motion, the Coalition consists of AT&T Communications of California, Inc., MCI WorldCom Technologies; MCI Metro Access

Footnote continued on next page

On August 25, 1999, GTE California Incorporated (GTEC) filed a Complaint for Declaratory and Injunctive Relief (Civil Action No. C.99-3973) in the United States District Court for the Northern District of California challenging D.98-10-057. In its complaint, GTEC asserts that the Commission lacked the authority to mandate reciprocal compensation under the Act. Pacific likewise filed a complaint in the United States District Court, Northern District of California, challenging the legality of D.98-10-057, as modified by D.99-07-047.

Pacific argues that the issue of the propriety of reciprocal compensation payments has not been finally resolved in California or elsewhere. Pacific also notes that the financial implications are substantial. At the time of filing its motion, Pacific had six interconnection agreements, executed prior to the October 1998 Decision, wherein CLECs are claiming reciprocal compensation payments for ISP traffic. For five of these agreements, Pacific has been placing the amounts claimed due for reciprocal compensation for ISP-bound traffic into escrow. In other cases, Pacific is just starting to receive statements from CLECs claiming reciprocal compensation for ISP-bound traffic, and anticipates that at least two additional CLECs will be making such claims. Over three-fourths of the "local" traffic passed to Pacific by CLECs for the month of July 1999 was ISP-bound traffic. Thus, Pacific seeks the relief set forth in its motion as an interim measure to protect its interests pending final resolution of the matter.

Transmission Services, Brooks Fiber Communications of Bakersfield, Inc.; Brooks Fiber Communications of Fresno, Brooks Fiber Communications of Sacramento, Inc.; Brooks Fiber Communications of San Jose, Inc.; Brooks Fiber Communications of Stockton, Inc.; ICG Telecom Group, Inc.; Qwest Communications; OpTel (California) Telecom, Inc.; MediaOne Telecommunications of California, Inc., Electric Lightwave, Inc., (ELI), Sprint Communications Company L.P.; and the California Cable Television Association.

On September 2, 1999, Pacific filed a motion for a Commission order that (1) requires competitive CLECs to provide security for any reciprocal compensation payments for ISP – bound traffic made by Pacific under interconnection agreements in effect on or before the issuance of D.98-10-057, as modified by D.99-07-047; (2) requires the same security for any CLEC that exercises rights under Section 251(i) of the Act to adopt the provisions of an interconnection agreement of another telecommunications carrier that permits such CLEC to receive reciprocal compensation payments from Pacific for ISP-bound traffic; and (3) requires any CLEC that receives reciprocal compensation for ISP-bound traffic to establish and maintain a memorandum account to track the amount of ISP traffic and related reciprocal compensation. Pacific further moves for an order stating that any reciprocal compensation payments for ISP-bound traffic are potentially subject to refund should a court of competent jurisdiction find that the Commission erred in mandating the disputed reciprocal compensation payments.

The (Coalition), [7] Office of Ratepayer Advocates (ORA), Pac-West Telecomm, Inc. (Pac-West), and RCN Telecom Services of California, Inc., GST Telecom California, Inc.(GST) and GST Pacific Lightwave, Inc. (RCN), each filed responses on October 12, 1999 to Pacific's motion concerning reciprocal compensation payments for ISP traffic. A response was also filed by GTEC.

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[7] For purposes of the response to Pacific's motion, the Coalition consists of AT&T Communications of California, Inc., MCI WorldCom Technologies; MCI Metro Access Transmission Services, Brooks Fiber Communications of Bakersfield, Inc.; Brooks Fiber Communications of Fresno, Brooks Fiber Communications of Sacramento, Inc.; Brooks Fiber Communications of San Jose, Inc.; Brooks Fiber Communications of Stockton, Inc.; ICG Telecom Group, Inc.; Qwest Communications; OpTel (California) Telecom, Inc.; MediaOne Telecommunications of California, Inc., Electric Lightwave, Inc., (ELI), Sprint Communications Company L.P.; and the California Cable Television Association.

Pursuant to Rule 45(g), on October 22, 1999 Pacific contacted Administrative Law Judge (ALJ) Thomas R. Pulsifer to seek permission to file a third-round reply. ALJ Pulsifer granted Pacific permission to file a response which was filed on October 22, 1999, addressing issues raised by Pac-West, ORA, and the Coalition. We hereby dispose of the motion based upon our review of the filed pleadings.

3. Request for a Memorandum Account

Parties' Positions

The Coalition is willing to agree that the establishment of memorandum accounts for tracking ISP traffic is acceptable. The Coalition requests, however, that the requirement for memorandum accounting be made contingent on Pacific paying amounts owed to CLECs under all previously and currently effective Commission-approved interconnection agreements. The Coalition argues that this condition is warranted because Pacific continues to refuse to make such payments to some CLECs although it was directed to do so by the Commission in D.98-10-057 and D.99-07-047.

Since Pac-West is already subject to a separate ALJ ruling requiring it to keep a memorandum account for ISP transactions with Pacific, Pac-West argues that it should be exempted from any generic order for similar accounting. Pac-West opposes the motion, arguing that it is unduly burdensome. RCN objects to being required to separately track its ISP transactions in a memorandum account. RCN and GST do not now separately track and record reciprocal compensation associated with ISP-bound traffic. RCN and GST would incur substantial costs to establish and maintain such separate accounts for no apparent gain. Such accounts would be necessary only if RCN or GST were required to repay reciprocal compensation to Pacific, and as discussed above,

that is not likely to occur. If the Commission requires RCN and GST to establish and maintain such accounts, RCN and GST ask to be permitted to recover the costs incurred to establish such accounts from Pacific.

ORA also opposes Pacific's Motion, arguing that Pacific is attempting to subvert established Commission policies, to inject commercial uncertainty, and to erect barriers to entry into the California telecommunications market.

Pac-West and the Coalition argue that if the Commission finds that memorandum accounts are necessary, then Pacific must be subject to the same kind of requirements it seeks to impose on its competitors, but which specifically reflect its own unique status as an incumbent LEC and affiliate of a large ISP.

Furthermore, Pac-West argues, since Pacific Bell Information Services (PBIS) and Pacific are affiliates, the complete array of payments and receipts from each to the other is relevant to the question of the true "net" compensation which Pacific has effectively charged PBIS, and to the determination of the true "net" cost to PBIS of the call termination services provided to it by Pacific. Pac-West thus seeks to have Pacific account for all traffic it directly transmits to ISPs, all traffic utilizing "dial to frame" service, and all traffic to Pacific's separate ISP affiliate. Pac-West believes Pacific's "dial-to-frame" service is a form of foreign exchange service that supports ISP customers.

To the extent another carrier sends ISP-bound traffic to Pacific, Pacific agrees to track that traffic and associated reciprocal compensation revenues. However, Pacific objects to Pac-West's proposal requiring accounting and tracking of its own affiliate transactions when no other carrier is involved. Pacific argues that the accounting only becomes necessary when two carriers are involved.

GTEC fully supports Pacific's motion, and argues that the order on the motion should apply to all carriers subject to similar agreements including GTEC.

Discussion

We conclude that Pacific's request seeking to require the establishment of memorandum accounts for the tracking of ISP traffic is reasonable, and accordingly we grant its request, but require Pacific and GTEC also to establish a memorandum account to track ISP-related reciprocal compensation they receive from other carriers.

Pacific has applied for rehearing of prior Commission decisions authorizing the payment of reciprocal compensation for ISP traffic. If rehearing is denied, Pacific asserts that it will pursue its rights in court. Pacific expects to eventually prevail, including retroactive adjustment of payments it is now making to carriers under previously executed interconnection agreements. If Pacific does prevail, clear accounting now can only make subsequent resolution of the dispute easier.

The reviewing courts may or may not order adjustments, and, if ordered, those adjustments may or may not be retroactive in whole or part. Thus, as Pacific says, the issue involving payment of reciprocal compensation for ISP-bound traffic is simply not finally resolved. We believe that the ultimate quantification of the amounts of money involved in this dispute will become more complex and litigious absent carriers identifying and maintaining records of all ISP-bound traffic and reciprocal compensation revenues that are received pursuant to the applicable interconnection agreements. The rights of all parties can be protected during this period by authorizing the creation and maintenance of memorandum accounts to track all revenues associated with ISP-bound traffic.

It is reasonable to require all carriers subject to interconnection agreements with Pacific to establish and maintain an accounting of disputed payments to facilitate subsequent resolution of these matters.[8] Since GTEC has also filed legal appeals on the ISP issue, we shall extend the memorandum accounting requirement to CLECs' ISP traffic terminated by GTEC.

We agree with Pac-West's request that we grant the request for carriers to maintain a memorandum account only on the condition that Pacific likewise maintain a memorandum account for the associated reciprocal compensation payments it receives from carriers pursuant to the applicable Interconnection Agreements. Pac-West's request is reasonable and we will impose such requirement both on Pacific and GTEC. We shall not, however, require Pacific to record amounts due from its own affiliate since no arms-length transaction is involved.

RCN and GST claim they would incur substantial costs to establish and maintain memorandum accounts for no apparent gain. RCN and GST, however, present no convincing information that any burdens related to keeping the memo account outweigh the need for clear accounting, nor do they provide any estimates showing that the additional record keeping would be unduly costly. RCN and GST present no compelling argument that the record keeping is unnecessary. Rather, given possible uncertainty over the outcome of this matter, it is reasonable to now establish procedures, which will mitigate subsequent disputes.

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[8] To the extent that Pac-West and MFS/Worldcom (MFSW) are already subject to separate orders from arbitration proceedings requiring memorandum accounting for ISP payments by Pacific, they shall be exempted from the requirements of this generic order that would be duplicative.

In their comments on the Draft Decision, RCN and GST argue that the magnitude of any obligation, burden or cost is not the issue. The parties object to the mere fact that the Commission seeks to impose obligations, burdens or costs ***where none now exist*** under the terms of their contracts. Thus, GST and RCN ask the Commission to decline Pacific's request to impose tracking requirements that are not found in the parties' contracts. Alternatively, if the Commission requires that they establish and maintain such accounts, and if, PacBell does **not** prevail on its appeals, then GST and RCN argue that Pacific required to compensate GST and RCN for all costs incurred to establish and maintain such accounts.

The Commission is not limited by the terms of parties' contracts in carrying out its regulatory responsibilities and in imposing necessary accounting requirements, as we do here, to promote a fair and reasonable outcome for all affected interests. Since the carriers' dispute over ISP cost recovery is being litigated in U.S. District Court, however, we decline to address here the issue of cost recovery for each carriers establishing and maintaining the memorandum account.

Nothing in this order, however, should be construed as limiting or prejudging the right of any carrier to seek an order from a civil court for compensation for its costs of establishing and maintaining the memorandum account in the resolution of pending disputes.

We shall not adopt the Coalition's condition that we order Pacific to make payment on reciprocal compensation that carriers claim Pacific already owes them for traffic terminated to ISPs pursuant to previously effective Commission-approved agreements. We rejected a similar condition in D.00-02-023 wherein we imposed similar memorandum accounting requirements on MFSW. We found in D.00-02-023 that although Pacific may be obligated to

make such payments pursuant to Commission orders in D.98-10-057 and D.99-07-047, a complaint case filed by MFSW was still pending before the Commission requesting the Commission to order Pacific to make these payments. We concluded that the proper place to address the payment of reciprocal compensation and whether a Commission order has been violated by any of the parties involved, was in that complaint proceeding or a separate proceeding in which MFSW can initiate to seek relief. We declined to tie the prior Interconnection Agreement dispute to the memorandum accounting requirement in D.00-02-023 which was merely intended to preserve the rights of each party for possible future resolution of disputed reciprocal compensation payments arising out of the current Interconnection Agreement. Likewise, for similar reasons, we decline to link the generic requirement for memorandum accounting being addressed here to the parties' separate disputes involving prior contracts.

We shall adopt the condition that Pacific and GTEC track by a memorandum account the reciprocal compensation that each CLEC will pay Pacific or GTEC for traffic that terminates to ISPs served by the ILEC. If Pacific or GTEC somehow wins its appeal and obtains a ruling that inbound ISP traffic is not covered by the reciprocal compensation obligation, such a ruling would apply equally to the traffic Pacific and GTEC terminates to ISPs. Thus, it is equitable to apply the memorandum accounting requirement to Pacific and GTEC for ISP-related reciprocal compensation received from other carriers.

4. Payments Subject to Refund

Parties' Positions

Pacific also seeks a Commission order declaring that payments tracked by the memorandum account shall be subject to refund with interest should the

reciprocal compensation requirement of the previously approved interconnection agreements subsequently be found invalid. In support, Pacific says it expects a court to eventually rule that such payments cannot be mandated under the Act.

Pacific acknowledges that the ALJ's ruling in the Pac-West Arbitration (A.98-11-024) denied a similar request considering that a subsequent order may or may not be applied retroactively. In that ruling, the ALJ noted that even if Pacific succeeds in obtaining a court order that the reciprocal compensation requirement is invalid, that order may or may not be applied retroactively. A subsequent court order may address whether or not any adjustments, if ordered, should or should not be retroactive, if the issue is properly raised and argued in the appropriate proceeding. Pacific's motion for a Commission order that payments to be made subject to refund was thus denied in that arbitration proceeding.

Pacific asks in this proceeding that the "subject-to-refund" order of this Commission only apply in the event that it were clear that the court's decision is not "prospective only." Pacific believes that this condition addresses the concern raised by ALJ Mattson in A.98-11-024 that the Commission not prejudge the outcome of the subsequent litigation concerning Pacific's claims. Pacific expresses concern that if this condition is not adopted, some parties may argue that the Commission's orders operate only prospectively and that they are not required to reimburse Pacific even if a court rules that reciprocal compensation for ISP-bound traffic is not authorized.

The Coalition argues that there is no need for the Commission to address the refund issue at this time because Pacific is already directly seeking such refunds in two federal district court actions. Pacific has filed two complaints in federal district court (one challenging the decision in the

Pac-West arbitration (C 99 4480 CW), the other challenging D.98-10-057 and D.99-07-047 in the local competition docket (C 99 479 MMC). In each case, Pacific prays for an order that would require the defendant Commissioners to order CLECs to pay refunds to Pacific. The Complaint in the Pac-West case seeks an order that would require the CPUC "to order Pac-West to refund all amounts owed to Pacific for reciprocal compensation for interstate-bound and ISP traffic." The Complaint against the Commission alone seeks an order that would require the Commission "to require CLECs to refund to Pacific any amounts of reciprocal compensation Pacific has paid to CLECs for ISP traffic."

The Coalition argues that it would be a complicated undertaking and a waste of the Commission's time and valuable resources to undertake the analysis here of whether refunds are appropriate when the issue is already before reviewing courts in existing appeals and may be reviewed by the courts in future cases.

Discussion

Notwithstanding Pacific's proposed stipulation that the "subject-to-refund" order be granted only if it were clear that the court's decision is not "prospective only," we still decline to grant such an order here. We cannot speculate as to how the reviewing courts may decide the issue of retroactivity or what language may be used to characterize the court's disposition on this issue. Any "subject-to-refund" conditions we might adopt in response to Pacific's motion, however, would unduly and prematurely run the risk of second-guessing the outcome the reviewing court may adopt, and the language it might use to characterize and dispose of the question of retroactivity. If Pacific were to prevail in its arguments before the reviewing court, and felt that the court's order was unclear concerning any rights of retroactive refund, Pacific

could file a new motion in this docket, citing the pertinent court findings and why it believes those findings warrant a refund. At that time, this Commission could issue an order, if necessary, directing that such refunds be made assuming the reviewing court's findings so warranted. At this point, however, such an order from this Commission is not appropriate, and Pacific's request for such an order is denied.

5. Posting of Security by CLECs

Parties' Positions

Pacific requests that certain CLECs be required to provide security to ensure that they will be able to repay Pacific if it is determined that refunds of Pacific's reciprocal compensation payments are required. According to Pacific's criteria, no security is needed if the CLEC involved is domiciled in the United States with at least an investment grade debt or credit rating (BBB or higher) as determined by a nationally recognized debt or credit rating agency such as Moody's, Standard and Poor's, or Duff and Phelps. For CLECs not meeting that credit rating, Pacific requests that the CLEC post a bond, letter of credit, guarantee, or other security reasonably acceptable in the amount of the payments that Pacific makes to the CLEC for ISP-bound traffic, to be increased periodically as additional amounts are paid. If a CLEC is unable or unwilling to provide security, Pacific seeks authority to deposit the reciprocal compensation payments into an interest-bearing escrow account for the benefit of that CLEC.

Absent these security provisions, Pacific claims it would be at risk that millions of dollars might be lost if a court rules in Pacific's favor, and the CLECs that have obtained payments are unable at some future date to return the payments that the Commission had ordered Pacific to pay.

On June 24, 1999, the Commission approved an interconnection agreement between Pacific and Pac-West (D.99-06-088, the "Pac-West Arbitration Decision"). The Pac-West Arbitration Decision mandates the payment of reciprocal compensation by Pacific to Pac-West for ISP-bound traffic. Pacific filed a timely application for rehearing of this decision on July 6, 1999, arguing that the Commission lacked authority under federal law to mandate reciprocal compensation for ISP-bound traffic. This application is pending. On September 16, 1999, the Commission issued D.99-09-069, approving an interconnection agreement between Pacific and MFSW. That decision also mandates payment of reciprocal compensation for ISP-bound traffic.

Under the Act, Pacific must also make the previously executed Pac-West and MFSW interconnection arrangements available to any other requesting telecommunications carrier on the same terms and conditions as those provided in those agreements. This arrangement is commonly referred to as "most favored nation" or "MFN." In addition, CLECs may elect to "pick and choose" elements of those agreements, including the pricing and reciprocal compensation arrangements.[9] Other CLECs may "MFN" into or "pick and choose" the reciprocal compensation provisions of these agreements that the Commission has ruled must include payments for ISP-bound traffic.

Pacific therefore seeks to apply its proposed security requirements to interconnection agreements containing reciprocal compensation provisions that it has previously executed as well as to any subsequent carrier opting into the reciprocal compensation arrangements in the Pac-West and/or MFSW interconnection agreements.

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[9] See AT&T v. Iowa Utilities Bd., 119 S.Ct. 721 (1999).

The Coalition argues that Pacific's request for security, as in the case of the request for a refund obligation, is properly directed to a reviewing court in the course of the appeal, and not to this Commission. The Coalition contends there is no basis for this Commission to decide the security issue now based on the chance that Pacific will receive a more favorable ruling on the reciprocal compensation issue and that the CLECs will be required to refund monies previously paid. Since these issues are going to be resolved at the federal court, the Coalition believes the issue of security (if any) should be resolved there as well. ORA argues that to require the CLECs to post security for payments Pacific has already made would violate the ability of the CLECs to freely negotiate interconnection agreements and receive the benefit of their bargains.

Discussion

We decline to approve Pacific's request for an order requiring carriers to post security either for previously executed contracts or for subsequent contracts subject to MFN provisions. Such a request is an attempt to shift the litigation risk associated with its appeal of the reciprocal compensation issue away from itself and onto its competitors. There is no basis for this Commission to make a determination of the shifting of litigation risk in the context of Pacific's motion or to modify previously existing interconnection agreements that contain no provision for the posting of such security. Moreover, we agree with the Coalition that the issue of the posting of security is properly directed to a reviewing court in the context of the appeal process.

6. Comments on Draft Decision

The draft decision of the Administrative Law Judge in this matter was mailed to the parties in accordance with Pub. Util. Code Section 311(g) and Rule 77.1 of the Rules of Practice and Procedure. Comments were filed on the

draft decision on April 20, 2000, and reply comments were filed on April 25, 2000. We have taken parties comments into account, as appropriate, in finalizing this order.

Findings of Fact

1. D.98-10-057 as modified by D.99-07-047, requires Pacific to make certain reciprocal compensation payments pursuant to interconnection agreements it has negotiated.

2. The obligations of Pacific and GTEC to pay reciprocal compensation to CLCs for ISP-bound traffic remains a disputed issue since Pacific and GTEC have filed complaints regarding the relevant Commission decisions in U.S. District Court.

3. Pacific has six interconnection agreements that Pacific executed prior to D.98-10-057 wherein CLECs are claiming reciprocal compensation payments for ISP traffic.

4. Over three-fourths of the "local" traffic passed to Pacific by CLECs for the month of July 1999 was ISP-bound traffic.

5. The ultimate quantification of the amounts of money involved in the ISP dispute will become more complex and litigious absent a Commission order requiring carriers to identify and maintain records of all ISP-bound traffic and the reciprocal compensation revenues received pursuant to the applicable Interconnection Agreements.

Conclusions of Law

1. The motion of Pacific should be granted, in part, to require CLECs to establish a memorandum account for reciprocal compensation received for ISP traffic as directed in the order below.

2. The condition proposed by the Coalition that Pacific pay reciprocal compensation claimed to be due carriers under prior contracts should not be adopted since it would inappropriately link this proceeding with disputes that arose in prior contracts outside of the scope of this proceeding.

3. Pacific and GTEC each should book contingent amounts due to carriers for ISP traffic Pacific and GTEC terminate to ISPs as a condition of Pacific's motion being granted.

4. The additional conditions proposed by Pacific involving the posting of security and making the payments subject to refund should be rejected since they are issues more properly addressed by the reviewing court.

O R D E R

IT IS ORDERED that:

1. The motion of Pacific Bell (Pacific) is granted, in part, for an order requiring competitive local carriers (CLECs) to establish and maintain a memorandum account for all disputed payments made by Pacific pursuant to the arbitrated interconnection agreements.

2. The order requiring the CLECs to maintain memorandum accounts of ISP payments shall also apply to the CLECs' interconnection agreements with GTE California Incorporated (GTEC).

3. Pacific and GTEC shall, likewise track traffic they terminate to ISPs and establish and maintain a memorandum account for the associated reciprocal compensation payments they receive from CLECs pursuant to the applicable Interconnection Agreements.

4. To the extent that Pac-West and MFS/Worldcom are already subject to separate orders in other proceedings requiring memorandum accounting for ISP

payments by Pacific, they shall be exempted from the requirements of this generic order that would be duplicative.

5. Pacific's request for a Commission order making disputed ISP payments subject to refund is denied. Pacific's request for a Commission order requiring the posting of security by CLCs with a credit rating below BBB is also denied.

This order is effective today.

Dated May 4, 2000, at San Francisco, California.

LORETTA M. LYNCH
President
HENRY M. DUQUE
JOSIAH L. NEEPER
RICHARD A. BILAS
CARL W. WOOD
Commissioners