

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES
PRIORITY MAIL EXPRESS & PRIORITY MAIL
PRIORITY MAIL EXPRESS & PRIORITY MAIL CONTRACT 15

Docket No. MC2014-3

COMPETITIVE PRODUCT PRICES
PRIORITY MAIL EXPRESS & PRIORITY MAIL CONTRACT 15
(MC2014-3)
NEGOTIATED SERVICE AGREEMENT

Docket No. CP2014-3

**NOTICE OF THE UNITED STATES POSTAL SERVICE OF
FILING ERRATA TO RESPONSE IN OPPOSITION TO
MOTION FOR ACCESS TO NON-PUBLIC MATERIALS**
(April 4, 2014)

The United States Postal Service hereby provides notice of filing errata to its response in opposition to the Motion of Mark Jamison Requesting Access to Non-Public Materials (hereinafter "Motion"), filed March 31, 2014. The Postal Service filed its response to the Motion yesterday, April 3, 2014, but undersigned counsel inadvertently omitted the letter identified as Attachment 1 to the response. The Postal Service is attaching the omitted document to this pleading. It should be included as Attachment 1 to the Postal Service's April 3, 2014, response to Mr. Jamison's Motion.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorneys:

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April 4, 2014

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April 3, 2014

BY EMAIL

Richard T. Cooper, Esq.
Managing Counsel, Corporate and Postal Business Law
U.S. Postal Service Law Department
475 L'Enfant Plaza, SW, Room 6118
Washington, DC 20260-1137

Re: Priority Mail Express and Priority Mail Contract (MC2014-3, CP2014-3)
Global Reseller Agreement (MC2013-64, CP2013-84)

Dear Mr. Cooper:

We represent the counterparty (the "Counterparty") to United States Postal Service ("USPS") Priority Mail Express and Priority Mail Contract 15 (Docket Nos. MC2014-3 and CP2014-3) and Global Reseller Expedited Package Contract Agreement (Docket Nos. MC2013-64 and CP2013-84) (collectively the "Agreements"). On April 1, 2014, the USPS advised my client that the previous day a Mr. Mark Jamison filed two motions (the "Motions") with the Postal Regulatory Commission (the "PRC") requesting access to the Agreements and other non-public materials in the PRC dockets.

You have advised the Counterparty that any opposition is due on April 3, 2014. We understand that the USPS intends to file an opposition (the "Opposition") to Mr. Jamison's Motions. Please be advised, however, that given the limited notice afforded the Counterparty, it will not be able to prepare and file its own opposition. Nevertheless, my client strongly supports USPS's Opposition to the Motions.

As you know, in order to protect its competitive position, the Counterparty has not been identified in the publicly-available docket materials. For the reasons previously stated in connection with the original submission of these materials to the PRC, my client wishes to maintain its confidential status.

Richard T. Cooper, Esq.
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I am also writing to confirm the Counterparty's position that disclosure of the other highly confidential, commercially sensitive information sought by Mr. Jamison would unfairly and inappropriately place my client at significant competitive disadvantage. The Counterparty incorporates by reference all previously stated reasons regarding the need for this confidential treatment. The Agreements are negotiated contracts between my client and USPS for the provision of products and services. The terms of the Agreements are highly confidential and are not known within the broader retail market. Those terms, which are contained in the non-public versions of the Agreements and other file documents Mr. Jamison seeks, include competitively significant, sensitive commercial information concerning the Agreement's terms and conditions, including specific price terms, incentive arrangements, and volume requirements (among others). This information is among the most protected, sensitive business information in any vendor-supplier relationship. The Agreements also contain confidential information concerning the scope of the relationship, my client's shipping profile, and the products and services offered thereunder. These terms are inherently commercially sensitive and were intended to remain confidential between the parties. Indeed, the Agreements expressly required the USPS to seek confidential treatment for customer-specific information contained in the Agreements, which the USPS appropriately did do and which the PRC appropriately granted.

Disclosure of this highly confidential and commercially sensitive information would competitively harm my client. Competitors could use such information to evaluate revenues and profitability associated with my client's provision of certain products and services. Disclosure could enable my client's competitors to gain an unfair competitive advantage in offering a more advantageous contract to USPS on more favorable financial or other terms. Competitors also could use the information to compete unfairly with my client with respect to other contracts that my client has in place, and may use the information to hinder if not thwart the ability of my client to secure future contracts.

Accordingly, my client strongly opposes Mr. Jamison's motions for access to non-public information with respect to the Agreements. The Counterparty also authorizes you to include or refer to this correspondence in USPS's responses in opposition to Mr. Jamison's motions.

Very truly yours,



Philip Le B. Douglas

cc: Christopher C. Meyerson, Esq. (by email)