

(“Given that the final terms and parties are unknown, it is premature for the Department to review the contract in this proceeding.”); *accord Application of Exelon Corp. et al. For Certificates of Public Convenience Evidencing Approval of the Transfer of Ultimate Control of NRG Energy Center Pittsburgh LLC and NRG Energy Center Harrisburg LLC, Approval of the Related Affiliated Transactions, and All Other Approvals or Certificates Appropriate, Customary or Necessary Under the Pub. Util. Code to Carry Out the Transactions Described in the Application*, 2009 Pa. PUC LEXIS 1533, *23 (holding Exelon's proposal to effectuate the proposed transaction through a negotiated agreement was not ripe for review because no such agreement existed); *In re US West Communications, Inc.'s Compliance with § 271(c) of the Telecomms. Act of 1996*, 2001 Colo. PUC LEXIS 1051, *44-45 (rejecting request to review Qwest's SGAT provisions regarding the Change Management Process (CMP) as the CMP “still is the subject of ongoing meetings to finalize the terms”); *Rhythms Links Inc. v. Ill. Bell Tel. Co.*, 1999 Ill. PUC LEXIS 955, *28-29 (dismissing complaint as “premature” where the parties are still in the process of negotiating changes to the collocation provisions of their interconnection agreement, and concluding, as a matter of policy, that allowing a complaint to proceed under these circumstances is “inappropriate” and “a waste of the Commission's time and resources”); *Clark et al. v. Northern Utils., Inc.*, 1998 Me. PUC LEXIS 819, *20, *clarified* 1998 Me. PUC LEXIS 820 (holding that absent presentation of a final contract for review, regulatory investigation is premature).

Moving forward with the proceeding at this time would result in a piecemeal review (and potentially piecemeal litigation), as certain terms have not been reduced to a written agreement. For example, the parties are in the process of memorializing the

bandwidth of session internet protocol (“SIP”) interconnection facilities and the parameters pertaining to the performance of the internet protocol transport layers. Verizon correctly states that such a piecemeal review would be neither prudent nor cost-effective, and that fact-finding would be “complex, lengthy, and require the investment of substantial resources by the Department, Verizon MA and any intervener(s).” *Motion*, at 3. *Cf. City of Nashua, RSA 38 Proceeding re Pennichuck Water Works*, 2006 N.H. PUC LEXIS 90, *3-4 (denying a motion to compel discovery regarding negotiations to contracts that were themselves not final and agreeing with the City that “[the NH PUC] could conceive of no circumstances in which information related to the confidential negotiation of the contracts would be admissible”).

Simply put, the review contemplated by the Department in this investigation cannot and should not be addressed in a piecemeal fashion. In order to conduct its review in an orderly and efficient manner, the Department should grant Verizon’s Motion, and place this case in abeyance until the contracting parties finalize and execute a comprehensive written agreement governing their exchange of voice traffic in IP format.

Respectfully submitted,

COMCAST PHONE OF
MASSACHUSETTS, INC.

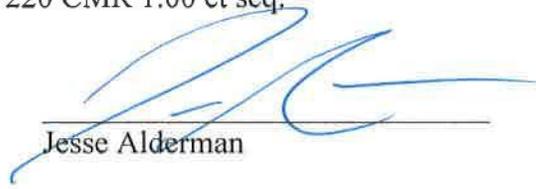
By its attorneys,



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CERTIFICATE OF SERVICE

I certify that on August 30, 2013, I served the foregoing document on the Service List in DTC Docket No. 13-6 in accordance with 220 CMR 1.00 et seq.



Jesse Alderman