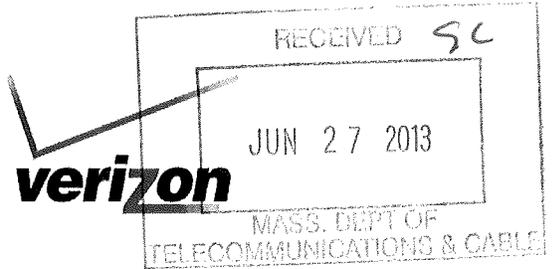


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June 26, 2013

Catrice C. Williams
Department of Telecommunications and Cable
1000 Washington Street, Suite 820
Boston, MA 02118

Re: Docket No. 13-6: IP Interconnection

Dear Secretary Williams:

Enclosed for filing in the above-referenced proceeding on behalf of Verizon Massachusetts is a Motion for Abeyance, redacted to protect confidential information. Also enclosed is an unredacted, confidential copy of the Motion in a sealed envelope which should not be placed in the public record. The confidential information in the Motion is already the subject of a pending motion for confidential treatment, filed with the Department on May 30, 2013.

Thank you for your attention to this matter.

Sincerely,

Alexander W. Moore

Enclosures

cc: Betsy S. Whittey, Hearing Officer
Karlen Reed, Director
Ben Dobbs, Deputy Director

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND CABLE**

Investigation by the Department on its Own Motion to)	
Determine whether an Agreement entered into by Verizon)	
New England Inc., d/b/a Verizon Massachusetts is an)	D.T.C. 13-6
Interconnection Agreement under 47 U.S.C. § 251)	
Requiring the Agreement to be filed with the Department)	
for Approval in Accordance with 47 U.S.C. § 252)	

MOTION FOR ABEYANCE

Verizon New England Inc., d/b/a Verizon Massachusetts (“Verizon MA”) hereby requests that the Department hold this proceeding in abeyance while Verizon MA and the other party to the agreement at issue in this case memorialize in writing the terms and conditions governing their exchange of voice traffic in IP format. The parties have begun exchanging traffic in IP format based on a workable but preliminary and evolving arrangement. Indeed, at this point few terms and conditions of this arrangement are set forth in any written agreement of the parties, although the parties have begun the process of developing such an agreement. Consequently, it would be impractical and wasteful for the Department to move forward now to determine whether any agreement of the parties is subject to Department approval under sections 251 and 252 of the Telecommunications Act. The Department should suspend action in this case in the interest of efficiency until the parties sign and Verizon MA submits to the Department for consideration in this docket a written agreement setting forth the terms and conditions under which the parties agree to exchange voice traffic in IP format. As further grounds for this motion, Verizon MA states the following:

1. As the Department stated in opening this proceeding, “the central question presented to the Department is whether the identified agreement is an interconnection agreement under 47 U.S.C. § 251.”¹ The Department also held in the Case Opening Order that, “Of course, in order to determine whether an agreement constitutes an interconnection agreement, the Department must review the agreement,” and it directed Verizon MA to submit the agreement for review. *Id.* at 12.

2. In compliance with that directive, Verizon MA submitted on May 30, 2013, its voluntary commercial agreement covering its FiOS Digital Voice VoIP traffic, which Verizon has referenced in certain FCC filings. That agreement is [*** Begin Proprietary***] [REDACTED]

[REDACTED] [*** End Proprietary***] To the contrary, it primarily [*** Begin Proprietary***] [REDACTED]

[REDACTED] [*** End Proprietary***] Verizon MA also submitted an agreement that provides [*** Begin Proprietary***] [REDACTED]

[REDACTED] [*** End Proprietary***]

3. Otherwise, however, the parties have not yet entered into a written agreement stating the business and operational terms on which they agree to exchange voice traffic in IP format – such as terms governing the mechanics of connecting the companies’ facilities, the routing of traffic in IP format and the signaling and media parameters for such traffic. Accordingly, no such agreement is currently in a form that is reviewable by the Department.

¹ Order Opening An Investigation, Declining To Issue An Advisory Ruling, And Denying Verizon MA’s Motion To Dismiss Or Stay The Proceeding (“Case Opening Order”) dated May 13, 2013, at 9.

4. The parties intend to memorialize the terms and conditions on which they exchange voice traffic in IP format, however, and have put that process in motion. Specifically, Verizon MA has delivered a draft agreement to the other party for its consideration.

5. The Department should place this proceeding in abeyance until the parties sign the anticipated agreement. The Department noted in the Case Opening Order that it will stay a proceeding where moving forward “is an inefficient use of the Department’s and parties’ resources” or where it would be “unreasonably onerous” for the Department to issue a decision. *Id.* at 8, 9 (citations omitted). If the Department were to move forward with this case in its present posture and try to use the evidentiary process (testimony, discovery and a hearing) to identify any agreed-upon terms and conditions under which the parties are exchanging traffic in IP format, that process would be complex, lengthy, and require the investment of substantial resources by the Department, Verizon MA and any intervener(s). In addition, any work the Department and parties devote to such fact-finding would be moot once the contracting parties sign a written agreement. As a result, moving forward with the case at this time would be highly inefficient and unreasonably onerous. The Department should therefore place the case in abeyance until the contracting parties enter into such a written agreement.

6. The proposed abeyance would not prejudice the rights of any would-be intervener. And as Verizon MA has made clear from the inception of this proceeding, Verizon MA stands ready and willing to negotiate with other service providers interested in exchanging Verizon’s VoIP traffic in IP format. None of the petitioners in the original case, who now seek to intervene here, have entered into such negotiations with Verizon. Nevertheless, on June 11, 2013, Verizon sent letters to those service providers and others inviting them to enter into business negotiations.

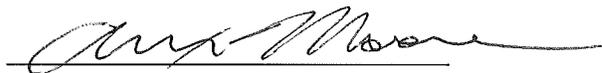
7. If the Department grants this motion, Verizon MA proposes to submit a report to the Department every 60 days on the status of the parties' efforts to complete a written agreement governing their exchange of voice traffic in IP format. Of course, Verizon MA would submit such an agreement to the Department promptly upon signature by the parties.

WHEREFORE, Verizon MA respectfully requests that the Department place this case in abeyance until the parties finalize and execute a written agreement for the exchange of voice traffic in IP format.

Respectfully submitted,

VERIZON NEW ENGLAND INC.

By its attorney,



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Dated: June 25, 2013