

**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 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

DTC Docket No. 13-6

OPPOSITION TO MOTION TO ABATE

Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel Communications of the Mid-Atlantic, Inc., and Virgin Mobile USA, L.P. (collectively “Sprint”) urge the Department of Telecommunications and Cable (the “Department”) to ignore Verizon New England d/b/a Verizon Massachusetts’s (“Verizon”) desperate attempt to abate this proceeding. Verizon’s hubristic Motion to Abate (“Verizon Motion” or “Motion to Abate”) demonstrates a lack of respect to the Department and the process that it has established to determine if Verizon’s agreements with Comcast constitute interconnection agreements that must be filed with the Department under Sections 251 and 252 of the Telecommunications Act. 47 U.S.C. §§ 251 and 252. Verizon claims that the Department will be wasting its time if it forges on with this case. To the contrary, the waste of resources here only relates to Verizon’s meritless motion for which the Department must draft an order to deny.

As it attempted to do at the hearing, Verizon’s motion seeks to deflect the attention from its agreements with Comcast to the actions of the Competitive Carrier Intervenors and Sprint.

The only analysis for the Department to make in this matter, however, is whether the Verizon/Comcast agreements are subject to filing under the Telecommunications Act.

Verizon's claims that the Department should stop the proceeding because of the failure of certain witnesses to have knowledge of negotiations¹ between Verizon and certain parties is a complete red herring and must be disregarded. That certain of the parties to the matter at bar are negotiating with Verizon for IP interconnection has no bearing on whether the Verizon/Comcast agreements must be filed under the Act.² In fact, it is entirely conceivable that the parties are awaiting the outcome of this case to determine if the contract terms offered by Verizon are as favorable as the terms contained in the Verizon/Comcast agreements. If so, the parties could seek to opt into the Verizon/Comcast agreements under Section 252(i) of the Act.

Moreover, Verizon is either confused or deliberately misrepresenting the relief the Intervenor in this case seek. Verizon seems to think that it is disingenuous for a carrier participate in a regulatory proceeding on whether the Verizon/Comcast agreements are required to be filed with the Department while also exploring IP interconnection with Verizon independently.³ That contention lacks merit. It is perfectly reasonable for a carrier to explore interconnection arrangements with a national carrier like Verizon and still seek a determination that the interconnection arrangements Verizon made with a large cable provider that has millions of customers be made available for review and possible opt-in under Section 252(i) of the Act. Not only is such conduct reasonable, but such conduct is in furtherance of rights and obligations guaranteed by and arising under the Act. A carrier may want to learn what rates, terms and

¹ Verizon Motion at 2.

² It should be noted that Verizon violates the terms of the Non-Disclosure Agreement it has with Sprint by detailing the negotiations that it is conducting with Sprint. Apparently, Verizon believes that it is okay to insist upon keeping interconnection negotiations secret only when it suits Verizon. Here, Verizon freely publicizes negotiations subject to non-disclosure for Verizon's perceived benefit in this regulatory matter. Sprint reserves all of its rights and remedies under its non-disclosure agreement.

³ Verizon Motion at 2-3.

conditions apply to the Verizon/Comcast agreements such that it could obtain non-discriminatory treatment in its agreement with Verizon.

Further, Verizon's listing of IP interconnection agreements it has with other providers has no impact on the Department's investigation.⁴ That some carriers are willing to enter IP Interconnection arrangements with Verizon without seeing the Verizon/Comcast agreements are business decisions that those carriers have made. Certainly, those carriers should be aware that if the Department finds the Verizon/Comcast agreements to be subject to filing under the Act, then their agreements with Verizon should also be filed by Verizon with the Department. That said, Verizon is completely wrong in asserting that the Department's investigation is frustrating IP interconnection efforts. The importance of this proceeding is that if the Department finds the Verizon/Comcast agreements to be subject to the Act's filing requirements, then the carriers that have already entered into IP interconnections with Verizon and other carriers like Sprint and the Intervenors will be able to opt into any agreement under section 252(i). Moreover, carriers will be protected by Verizon's Section 251(c) duty to negotiate in good faith and to provide equal in quality interconnection at just, reasonable and non-discriminatory rates, terms and conditions.⁵ IP Interconnection and its benefits are more likely to be realized in an efficient manner if the Department's investigation results in the filing of the subject interconnection agreements.

Equally as frustrating as Verizon's characterizations of the impact of this proceeding on IP interconnection, are Verizon's attempts to deflect the Department from its mission of investigating whether the Verizon/Comcast agreements should be filed and instead focus on Sprint and its efforts to obtain IP interconnection. In a 'nothing can be further from the truth statement,' Verizon preposterously claims that "Sprint [] has demonstrated that it has no interest

⁴ Verizon Motion at 3.

⁵ 47 U.S.C. § 251(c)(1) and (2).

in including IP VoIP interconnection terms in § 252 interconnection agreements submitted to state commissions...”⁶ To the contrary, Sprint is the first connecting carrier to obtain IP interconnection as a result of a state arbitration proceeding pursuant to Sections 251 and 252 of the Act.⁷ Moreover, the Sprint and AT&T Michigan jointly filed the language that the Michigan PSC approved in the December 6, 2013 Order and the MPSC approved the interconnection agreement that contains IP Interconnection rates, terms and conditions.⁸ Finally, Sprint is defending against AT&T Michigan’s appeal to federal district court regarding the IP interconnection language approved by the MPSC and filed its Answer denying AT&T Michigan’s contentions that IP Interconnection is not subject to sections 251 and 252 of the Act.⁹ Thus, in addition to bringing up flatly irrelevant information, Verizon is dead wrong. No carrier is more invested than Sprint in the battle of extracting from ILECs the IP interconnection to which it is entitled to under the Act.

In sum, the Department must deny Verizon’s meritless Motion to Abate. It is a poorly disguised attempt to influence the Department to ignore the real purpose of its investigation -- Verizon’s Interconnection Agreements with Comcast. The Department should abide by its already announced schedule and caution Verizon to cease filing frivolous motions.

⁶ Verizon Motion at 3.

⁷ See, Order, *In the Matter of the Petition of Sprint Spectrum, L.P. for Arbitration pursuant to Section 252(b) of the Telecommunications Act of 1996 to Establish Interconnection Agreements with Michigan Bell Tel. Co. d/b/a AT&T Michigan*, Case No. U-17349 (December 6, 2013).

⁸ Order, *In the Matter of the Joint Submission of Sprint Spectrum, L.P. and Michigan Bell Tel. Co. d/b/a AT&T Michigan for approval of an interconnection agreement*, Case No. U-17569 (April 15, 2014).

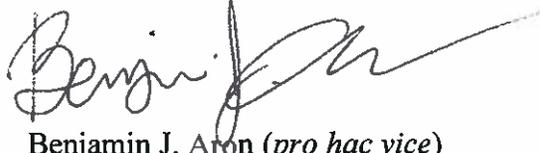
⁹ See, Answer of Sprint Spectrum, L.P. in *Michigan Bell Tel. Corp. v. Quackenbush et al. and Sprint Spectrum, L.P.* Case No. 1:14-CV-000416 (United States District Court, Western District of Michigan) filed May 2, 2014.

WHEREFORE, Sprint requests that the Motion be denied.

Respectfully submitted,

Sprint Communications Company L.P.
Sprint Spectrum L.P.
Nextel Communications of the Mid-Atlantic, Inc.
Virgin Mobile USA, L.P.

By its Attorney

A handwritten signature in black ink, appearing to read "Benjamin J. Aron", with a long, sweeping horizontal stroke extending to the right.

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