

**STIPULATION OF**  
**VERIZON NEW ENGLAND INC., D/B/A VERIZON MASSACHUSETTS,**  
**F/K/A NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY,**  
**D/B/A BELL ATLANTIC - MASSACHUSETTS**

**AND**

**CELLCO PARTNERSHIP**  
**D/B/A VERIZON WIRELESS**

**WHEREAS**, Verizon New England Inc., d/b/a Verizon Massachusetts, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Massachusetts (“Verizon”) and Cellco Partnership d/b/a Verizon Wireless (“Verizon Wireless”) and, together with Verizon, collectively, the “Parties” and, each individually, a “Party” are Parties to an Interconnection Agreement in the Commonwealth of Massachusetts under Sections 251 and 252 of the Telecommunications Act of 1996 dated May 24, 2001 (the “Agreement”); and

**WHEREAS**, the Federal Communications Commission (the “FCC”) released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the “Triennial Review Order” or “TRO”), which became effective as of October 2, 2003 and was, in part, vacated and remanded in *United States Telecom Ass’n v. FCC*, Nos. 00-1012 *et al.* (D.C. Cir. Mar. 2, 2004); and

**WHEREAS**, Verizon, pursuant to the TRO and Section 252(b) of the Telecommunications Act of 1996 (the “Act”), filed a petition at the Massachusetts Department of Telecommunications and Energy (the “Commission”) on February 20, 2004 to initiate a consolidated arbitration to amend its interconnection

agreements in Massachusetts (including the Agreement) with respect to the TRO (the "TRO Arbitration"); and

**WHEREAS**, Verizon included Verizon Wireless in its petition as a party with which Verizon sought arbitration; and

**WHEREAS**, Verizon Wireless does not subscribe to any unbundled network elements ("UNEs") under the Agreement.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree and stipulate as follows:

1. Verizon Wireless shall not be entitled, if at all, to order, and Verizon shall not be required, if at all, to provide, access to any UNEs or combinations of UNEs ("Combinations") under the Agreement until the Parties have agreed upon the terms of a written amendment to the Agreement setting forth the Parties' respective rights and obligations as to Verizon's provision of UNEs and Combinations, if any, that Verizon may be required to provide to Verizon Wireless by both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.
2. The Parties agree that, in consideration of Verizon Wireless's agreement to the terms and conditions set forth in this Stipulation, the Commission should dismiss Verizon Wireless from the TRO Arbitration. Verizon Wireless authorizes Verizon to request such dismissal on Verizon Wireless's behalf and to file this Stipulation at the Commission.
3. This Stipulation shall be deemed to amend the Agreement if and, to the extent, necessary to give effect to this Stipulation.

4. Nothing in this Stipulation, or the Parties' act of entering into this Stipulation, shall be deemed to extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement.

**IN WITNESS WHEREOF**, each Party has executed this Stipulation and it shall  
be effective upon execution by both Parties.

**CELLCO PARTNERSHIP D/B/A  
VERIZON WIRELESS**

**VERIZON NEW ENGLAND INC., D/B/A  
VERIZON MASSACHUSETTS**

**PITTSFIELD CELLULAR TELEPHONE  
COMPANY D/B/A VERIZON WIRELESS  
By Cellco Partnership, Its General Partner**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: A. J. Melone

Printed: John C. Peterson

Title: Staff Vice President – Network

Title: Director – Contract Performance &  
Administration

Date: \_\_\_\_\_

Date: \_\_\_\_\_