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January 14, 2008

VIA OVERNIGHT DELIVERY

Catrice Williams, Secretary
Department of Telecommunications & Cable
Commonwealth of Massachusetts
One South Station, Second Floor
Boston, MA 02110

RE: NEW CASE FILING: _____
Richmond Connections, Inc. v. Verizon New England, Inc.
Accelerated Docket

Dear Ms. Williams:

Enclosed for filing in the above-referenced proceeding on behalf of Richmond Connections, Inc. d/b/a Richmond NetWorx is a Complaint by Richmond NetWorx against Verizon New England, Inc. This Complaint already has been accepted onto the accelerated docket.

The filing fee, paid by a check in the amount of one-hundred dollars (\$100.00), also is enclosed.

Please mark as received the enclosed "stamp-and-return" copy and return it to the undersigned in the enclosed self-addressed, stamped envelope.

Thank you for your assistance with this matter.

Sincerely,



John B. Adams

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

Richmond Connections, Inc.,)	
)	
Complainant,)	
)	<hr style="width:15%; margin-left:auto; margin-right:0"/>
v.)	
)	
Verizon New England Inc.,)	
)	
Defendant.)	

COMPLAINT

Richmond Connections, Inc. d/b/a Richmond NetWorx (“Richmond NetWorx”), by counsel, respectfully submits this Complaint against Verizon New England, Inc. (“Verizon”) pursuant to 220 CMR 15.00, *et seq.* and the procedural schedule established during the conference call among the parties and the Department on January 11, 2008.

As stated in Richmond NetWorx’s request to have this proceeding placed onto the accelerated docket¹ and stated more fully below, this Complaint involves a dispute over proper interpretation of the interconnection agreement (“ICA”) between Richmond NetWorx and Verizon. In support of this Complaint, Richmond NetWorx states as follows:

1. Effective April 22, 2002, Richmond NetWorx opted into an existing ICA between Verizon and Sprint Communications Company, LP. Copies of the ICA and the opt-in agreement are attached.

¹ Letter from John B. Adams, Counsel for Richmond NetWorx, to Michael Isenberg, Department of Telecommunications and Cable (January 2, 2008).

2. Richmond NetWorx and Verizon exchange local and intrastate interexchange traffic over the same Feature Group C (“FGC”) trunk facilities. For traffic that terminates on Richmond NetWorx’s network, they utilize a Percent Local Usage (“PLU”) factor to identify the amount of traffic that is local and therefore subject to reciprocal compensation. The traffic that is not local is treated as interexchange traffic that is subject to intrastate switched access charges.

3. At all times relevant to this dispute, Richmond NetWorx has billed Verizon for intrastate switched access at the rates set forth in its Tariff No. 3 on file with the Department.

4. Verizon paid the tariffed intrastate access rates without dispute until June 2007.

5. From June 2007 to the present, Verizon has refused to pay Richmond NetWorx’s tariffed access rates.

6. Verizon has notified Richmond NetWorx that Section 24.11.2 of the ICA requires Richmond NetWorx to mirror Verizon’s intrastate access rates by charging Verizon the same terminating intrastate switched access rates as Verizon charges.

7. Verizon’s actions are contrary to the ICA.

8. Access services are not governed by the ICA. Section 2.0 of the ICA, which is entitled “Scope of the Agreement,” provides in relevant part:

This Agreement together with all applicable Tariffs referenced herein (as amended from time to time) set forth the terms, conditions and prices to which VERIZON and SPRINT have agreed in respect of the following: (a) resale of local Telecommunications Services (“Local Services”), (b) certain unbundled network elements, (hereunder collectively referred to as “Network Elements”), (c) Collocation, (d) Number Portability, (e) Directory Listings, (f) E911 and 911 services, (g) Meet-Point Billing, (h) Dialing Parity, (i) Transit Tandem Service, (j) Interconnection of SPRINT’s and VERIZON’s networks and (k) Combinations of Network Elements, as and to the extent required by Applicable Law for their respective use in providing Telephone Exchange Services.

9. Access services are governed by the applicable access tariffs of each party.

Section 2.7.2(c) of Part V (Interconnection) of the ICA states that, except for Internet traffic that

is subject to special provisions, “Switched Exchange Access Service and IntraLATA and InterLATA toll traffic shall continue to be governed by the terms and conditions of applicable Tariffs” or by a Meet-Point Billing arrangement² entered by the parties. Richmond NetWorx has not entered a Meet-Point Billing Arrangement with Verizon.

10. Section 24.11.2 of the ICA does not require Richmond NetWorx to mirror Verizon’s access rates. Reading Section 24.11.2 in that way expands the scope of the ICA far beyond the scope as stated in Section 2.0. That reading also puts Section 24.11.2 in conflict with Part V of the ICA, which, as noted, plainly states that the ICA does not govern access services and rates. Verizon’s interpretation of the ICA creates internal conflicts and violates the basic legal principles favoring interpretations that give full effect to every term in a contract while keeping all of the terms harmonious.

11. Pursuant to the Department’s arbitration orders in Docket 00-54, section 24.11.2 requires that Richmond NetWorx mirror Verizon’s rates only for things such as collocation and trunking used for interconnection purposes and prohibits Richmond NetWorx from unilaterally changing such rates via tariff.

12. In Docket 00-54, the Department addressed the issue of the “interconnection rates” that Sprint could charge to Verizon. The disputed rates included things such as rates for collocation space and rates for Verizon’s purchase of trunks from Sprint for interconnection purposes. Dec. 11, 2000 Order at p. 16. The Department resolved the dispute by ruling that

² The ICA identifies four different types of Meet-Point Billing arrangements. Each allows Richmond to route access traffic to the tandem over Verizon’s access facilities rather than to utilize its own transport facilities or unbundled network elements to reach the tandem. Under such arrangements, Richmond NetWorx and Verizon each charge the IXC for the rate elements applicable to the services each provides. ICA Part V § 3.3.5. Even under a Meet-Point Billing arrangement, Richmond charges its own access rates to interexchange carriers (“IXCs”). ICA Part V § 3.3.6.

Sprint had to mirror Verizon's rates for these items. The Department also ruled that Sprint could not unilaterally change these "interconnection rates" by filing a tariff. Dec. 11, 2000 Order at pp. 17-18. These rulings were affirmed on reconsideration. May 3, 2001 Order at pp. 21-24.

13. Richmond NetWorx cannot lawfully charge Verizon the lower intrastate access rates it seeks. Richmond NetWorx is required to charge its tariffed rates. G.L. c. 159, § 19. Further, it is prohibited from unjustly discriminating in favor of Verizon by charging it lower intrastate access rates than those applicable under its tariff to all IXCs. G.L. c. 159, § 14.

14. Verizon's actions constitute an unjust and unreasonable practice in violation of G.L. c. 159, § 16.

WHEREFORE, Richmond NetWorx respectfully requests that the Department issue an order finding that access rates are governed by tariff rather than the ICA, finding that Richmond NetWorx is not required to mirror Verizon's intrastate access rates, finding that Verizon's actions constitute an unjust and unreasonable practice in violation of G.L. c. 159, § 16, ordering Verizon to cease its violation, and granting such other relief as is appropriate, just, or necessary.

Respectfully submitted,

RICHMOND CONNECTIONS, INC. d/b/a
RICHMOND NETWORKX

By Counsel:



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January 14, 2008

AFFIDAVIT AND VERIFICATION

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF BERKSHIRE

TO WIT:


I, Michael J. Kirchner, depose and state:

I am President for Richmond Connections, Inc. d/b/a Richmond NetWorx. My address is Suite 120, 75 North Street, Pittsfield, Massachusetts 01201. The facts relating to the matters addressed in Richmond NetWorx accelerated docket Complaint against Verizon New England, Inc. have come to be known to me in the course of my employment. I have reviewed that document and attest that the facts described therein are true and correct to the best of my information, knowledge, and belief.


Signature

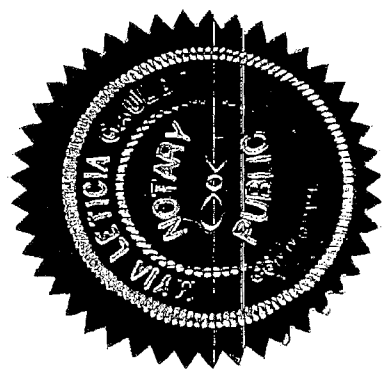
JAN. 14, 2008
Date

Taken, subscribed, and sworn to before me this 14th day of January, 20 08.


Notary Public


My Commission expires on _____
(seal)

MYIA LETICIA GAULDEN
Notary Public, Commonwealth of Massachusetts
My Commission Expires September 10, 2010



CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing "Complaint" by Richmond Connections, Inc. against Verizon New England, Inc., without attachments, was served upon each of the following via first class mail, postage pre-paid, this 14th day of January, 2008. The attachments previously were provided to counsel for Verizon.


John B. Adams

Richard Fipphen
Verizon
27th Floor, Verizon Building
140 West Street
New York, NY 10007