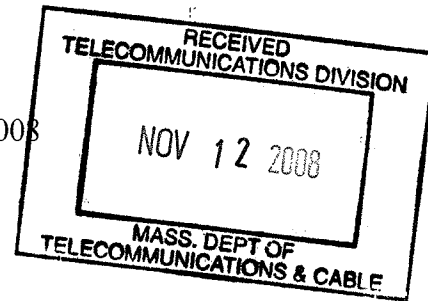


Alexander W. Moore
Associate General Counsel
185 Franklin Street, 13th Floor
Boston, MA 02110-1585

Phone 617 743-2265
Fax 617 737-0648
alexander.w.moore@verizon.com



November 12, 2008



Catrice C. Williams, Secretary
Department of Telecommunications and Cable
Two South Station
Boston, Massachusetts 02110

Re: Interconnection Agreement between Verizon Massachusetts and Youghiogheny Communications-Northeast, LLC d/b/a Pocket Communications

Dear Secretary Williams:

Enclosed for filing under Section 252(i) of the Telecommunications Act of 1996 is the adoption by Youghiogheny Communications-Northeast, LLC d/b/a Pocket Communications of the interconnection agreement between Verizon Massachusetts and MetroPCS Massachusetts, LLC.

Questions that the Department or interested persons may have regarding this filing should be directed to me or to Pocket Communications' representative. The address and telephone number of Pocket Communications' representative is:

David Klumb, Vice President
Engineering and Network Operations
Pocket Communications
2819 NE Loop 410
San Antonio, TX 78230
Tel: (603) 848-1738

Sincerely,

Alexander W. Moore (kms)
Alexander W. Moore

Enclosure

cc: Michael Isenberg, Director

Jeffrey A. Masoner
Vice President
Partner Solutions
Interconnection Services Policy & Planning



1320 N. Court House Rd.
8th Floor, Room 0898
Arlington, VA 22201

Tel.: 703 974-4610
Fax: 703 974-1970
jeffrey.a.masoner@verizon.com

October 22, 2008

Amir Rajwany
Executive Vice President
Youghiogheny Communications-Northeast, LLC d/b/a Pocket Communications
2819 NE Loop 410
San Antonio, TX 78230

Re: Requested Adoption Under Section 252(i) of the Communications Act

Dear Mr. Rajwany:

Verizon New England Inc., d/b/a Verizon Massachusetts ("Verizon"), a New York corporation, with principal place of business at 185 Franklin Street, Boston, MA 02110, has received correspondence stating that Youghiogheny Communications-Northeast, LLC d/b/a Pocket Communications ("Pocket"), a Delaware limited liability company, with principal place of business at 289 NE Loop 410, San Antonio, Texas 78230 wishes, pursuant to Section 252(i) of the Communications Act, to adopt the terms of the Interconnection Agreement between MetroPCS Massachusetts, LLC ("MPCS") and Verizon that was approved by the Massachusetts Department of Telecommunications & Cable (the "Commission") as an effective agreement in the Commonwealth of Massachusetts, as such agreement exists on the date hereof (including, without limitation, Amendment 1 thereto) after giving effect to operation of law (the "Terms"). I understand Pocket has a copy of the Terms. Please note the following with respect to Pocket's adoption of the Terms.

1. By Pocket's countersignature on this letter, Pocket hereby represents and agrees to the following seven points:
 - A. Pocket adopts (and agrees to be bound by) the Terms and, in applying the Terms, agrees that Pocket shall be substituted in place of MetroPCS Massachusetts, LLC and MPCS in the Terms wherever appropriate.
 - B. For the avoidance of any doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon (i) that no longer

applies to Verizon under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), or the Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released by the FCC on February 4, 2005 (the "TRO Remand Order"), or (ii) that is otherwise not required by 47 U.S.C. Section 251(c)(3) or by 47 C.F.R. Part 51.

- C. Notice to Pocket and Verizon as may be required or permitted under the Terms shall be provided as follows:

To Youghiogheny Communications-Northeast, LLC d/b/a Pocket Communications:

Attention: David Klumb
VP, Engineering and Network Operations
2819 NE Loop 410
San Antonio, TX 78230
Telephone Number: (603) 848-1738, Ext.: None
Facsimile Number: (210) 678-8157
Internet Address: dklumb@pocket.com

To Verizon:

Director-Negotiations
Verizon Partner Solutions
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038
Facsimile Number: (972) 719-1519
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Deputy General Counsel
Verizon Partner Solutions
1320 N. Court House Road
9th Floor
Arlington, VA 22201
Facsimile: (703) 351-3664

- D. Pocket represents and warrants that it is a FCC-Licensed provider of two-way wireless service and that its adoption of the Terms will cover services in the Commonwealth of Massachusetts only.
- E. In the event an interconnection agreement between Verizon and Pocket is currently in effect in the Commonwealth of Massachusetts (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.

- F. Verizon's standard pricing schedule for interconnection agreements in the Commonwealth of Massachusetts (as such schedule may be amended from time to time) (attached as Appendix A hereto) shall apply to Pocket's adoption of the Terms; provided, however, that the Terms memorialize acceptance of Verizon's offer of an optional reciprocal compensation rate plan for non-Internet traffic subject to Section 251(b)(5) pursuant to the industry letter described in footnote 2 of this Letter, and as such the optional reciprocal compensation rate plan in Amendment 1 of the Terms shall apply to this adoption instead of the reciprocal compensation rates set forth in Appendix A. Pocket should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Terms or that are otherwise not part of this adoption, and may include phrases or wording not identical to those utilized in the Terms. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule or attempted to customize the wording in the pricing schedule to match the Terms. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights, and the use of different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.
- G. Pocket's adoption of the Terms shall become effective on October 22, 2008. Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by Pocket as to the points set out in Paragraph One hereof. Notwithstanding anything in the Terms to the contrary, the Initial Term shall end on April 22, 2009. Thereafter, either MPCS or Verizon may terminate the Terms effective upon any date after expiration of the Initial Term by providing written notice of termination at least thirty (30) days in advance of the date of termination. Except as set forth in this paragraph, the term and termination provisions of the Terms (including without limitation Section 2.3 thereof) shall govern the matters set forth therein.
2. As the Terms are being adopted by Pocket pursuant to Section 252(i) of the Act, Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does not in any way constitute a waiver by Verizon of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in the Terms as a result of Pocket's adoption of the Terms.
3. Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commission, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Terms.
4. Verizon reserves the right to deny Pocket's application of the Terms, in whole or in part, at any time:
- A. when the costs of providing the Terms to Pocket are greater than the costs of providing them to MPCS;
 - B. if the provision of the Terms to Pocket is not technically feasible; and/or
 - C. to the extent that Verizon otherwise is not required to make the Terms available to Pocket under applicable law.

5. For the avoidance of any doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Verizon has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Verizon's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 ("*FCC Internet Order*"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act.¹ Accordingly, any compensation to be paid for Internet traffic will be handled pursuant to the terms of the *FCC Internet Order*, not pursuant to adoption of the Terms.² Moreover, in light of the *FCC Internet Order*, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act.³ In fact, the *FCC Internet Order* made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet traffic.⁴
6. Should Pocket attempt to apply the Terms in a manner that conflicts with Paragraphs Two through Paragraphs Five above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.
7. In the event that a voluntary or involuntary petition has been or is in the future filed against Pocket under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (A) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and Pocket's adoption of the Terms shall in no way impair such rights of Verizon; and (B) all rights of Pocket resulting from Pocket's adoption of the Terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366.

¹ Order on Remand and Report and Order, In the Matters of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) ("*FCC Remand Order*") ¶44, *remanded*, *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. May 3, 2002). Although the D.C. Circuit remanded the *FCC Remand Order* to permit the FCC to clarify its reasoning, it left the order in place as governing federal law. See *WorldCom, Inc. v. FCC*, No. 01-1218, slip op. at 5 (D.C. Cir. May 3, 2002).

² For your convenience, an industry letter distributed by Verizon explaining its plans to implement the *FCC Internet Order* can be viewed at Verizon's Customer Support Website at URL www.verizon.com/wise (select Verizon East Customer Support, Business Resources, Customer Documentation, Resources, Industry Letters, CLEC, May 21, 2001 Order on Remand).

³ See, e.g., 47 C.F.R. Section 51.809(c).

⁴ *FCC Internet Order* ¶ 82.

SIGNATURE PAGE

Please arrange for a duly authorized representative of Pocket to sign this letter in the space provided below and return it to Verizon.

Sincerely,


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



Jeffrey A. Masoner
Vice President
Interconnection Services Policy & Planning

Reviewed and countersigned as to Paragraph 1:

YOUGHIOGHENY COMMUNICATIONS-NORTHEAST, LLC D/B/A POCKET
COMMUNICATIONS



Paul Posner
President

Attachment

Hartford/72572.5/BMONDSCHHEIN/332376v1

APPENDIX A
(MASSACHUSETTS)
v1.4

A. VZ SERVICES, FACILITIES, AND ARRANGEMENTS¹:

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
I. Reciprocal Compensation Traffic Termination²		
Traffic Delivered at VZ End Office	\$0.0070/minute of use (mou)	Not Applicable
(Toll charges apply on Type I for call completion beyond end office)		
Traffic Delivered at VZ Tandem	Time of Day ³ : \$.0090/mou (day) \$.0080/mou (eve.) \$.0075/mou (night) Or Composite: \$0.0087/minute of use (mou)	Not Applicable

¹ Unless a citation is provided to a generally applicable VZ Tariff, all listed rates and services are available only to Pocket when purchasing these services for use in the provision of Commercial Mobile Radio Service or Telephone Exchange Service, and apply only to Reciprocal Compensation Traffic and local Ancillary Traffic. VZ rates and services for use by Pocket in the carriage of Toll or InterMTA Traffic shall be subject to VZ's Tariffs for Exchange Access Service. Adherence to these limitations is subject to a reasonable periodic audit by VZ.

² Notwithstanding anything else set forth in this agreement, the recurring rates for Reciprocal Compensation Traffic Termination at the VZ End Office and Tandem are negotiated rates that the Parties agree shall apply under this Agreement irrespective of any rate that the Commission or other governmental entity of competent jurisdiction may order from time to time. These rates are for the termination of Reciprocal Compensation Traffic in an MTA.

³ The Day/Evening/Night schedule for wireless local billing is as follows:
Day: 8:00 AM-8: 59 PM Mon. - Fri.; Evening: 9:00 PM – 10:59 PM Mon.-Fri.; Night: 11:00 PM -7:59 AM Mon.-Thurs.; Night: 11:00 PM Fri. - Mon. 7:59 AM; Fri-Mon.

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
II. Transit Service		
A. Tandem Transit arrangements for Reciprocal Compensation Traffic between Pocket and carriers other than Verizon that subtend a Verizon Tandem Switch. (Not applicable to Toll Traffic or when Meet Point Billing Arrangement applies)		
Tandem Switching	Per VZ FCC No. 11 interstate and MA DTE No. 15 intrastate access tariffs	Not Applicable
Tandem-Switched Transport		Not Applicable
III. Time and Materials		
Special Construction	As per applicable MA DTE Tariff	
IV. Signaling and Databases		
A. Type S/SS7 Interconnection		
STP Access	Per VZ FCC No. 11 interstate and MA DTE No. 15 intrastate access tariffs	
STP Port Termination		
V. Directory Services Listings		
Primary Listings	TBD	
Additional Tariffed Listing Services	Per MA DTE 10 Tariff	Per MA DTE 10 Tariff
VI. Directory Assistance		
	Per MA DTE No. 15 intrastate access tariffs (charged in conjunction with Reciprocal Compensation Traffic, using Traffic Factor 2 and Traffic Factor 1 factors, as appropriate)	
VII. Exchange Access Service		
Interstate	Per VZ FCC No. 11 interstate tariff (charged in conjunction with Reciprocal Compensation Traffic, Traffic Factor 2 and Traffic Factor 1 factors, as appropriate)	
Intrastate	Per MA DTE No. 15 intrastate access tariffs (charged in conjunction with Reciprocal Compensation Traffic, Traffic Factor 2 and Traffic Factor 1 factors, as appropriate)	
VIII. 911/E911		
A. Entrance Facility		
2 Wire Voice Grade	\$36.14/month	\$236.85
4 Wire Voice Grade	\$59.00/month	\$375.68
DS1	\$221.48/month	\$618.09
B. Direct Trunk Transport		
2 or 4 Wire Voice Grade	\$33.39 Fixed/month	

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
	\$3.89/month/mile	
DS1	\$66.00 Fixed/month	
	\$21.25/month/mile	
C. Multiplexing (if applicable)		
DS1 to Voice	\$291.38/month	
IX. Access to Telephone Numbers (NXX codes issued per ICCF Code Administration Guidelines)		No Charge
X. Dialing Parity		No Charge
XI. Intrastate Collocation	All rates for intrastate collocation shall be charged at rates found in Verizon's DTE MA No. 17 Tariff, as amended from time to time.	

B. Pocket SERVICES, FACILITIES, AND ARRANGEMENTS:

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
I. Reciprocal Compensation Traffic Termination⁴		
Traffic Delivered at Pocket End Office	\$0.005/minute of use (mou)	Not Applicable
Traffic Delivered at Pocket Tandem Switch	Time of Day ⁵ \$.007/mou (day) \$.006/mou (eve.) \$.0055/mou (night) Or Composite: \$.0067/mou	Not Applicable
II. Exchange Access Service		
Interstate	Per Pocket FCC exchange access Tariff , not to exceed VZ's rates for equivalent services available to Pocket	
Intrastate	Per Pocket MA exchange access Tariff, not to exceed VZ's rates for equivalent services available to Pocket	

⁴ Notwithstanding anything else set forth in this agreement, the recurring rates for Reciprocal Compensation Traffic Termination at the Pocket End Office and Tandem are negotiated rates that the Parties agree shall apply under this Agreement irrespective of any rate that the Commission or other governmental entity of competent jurisdiction may order from time to time. These rates are for the termination of Reciprocal Compensation Traffic in an MTA.

⁵ The Day/Evening/Night schedule for wireless local billing is as follows:
Day: 8:00 AM-8: 59 PM Mon. - Fri.; Evening: 9:00 PM – 10:59 PM Mon.-Fri.; Night: 11:00 PM -7:59 AM Mon.-Thurs.; Night: 11:00 PM Fri. - Mon. 7:59 AM; Fri-Mon