

ORIGINAL

Richard Chapkis
Vice President and General Counsel, Southeast Region
Legal Department



FLTC0007
201 North Franklin Street (33602)
Post Office Box 110
Tampa, Florida 33601-0110

Phone 813 483-1256
Fax 813 204-8870
richard.chapkis@verizon.com

March 17, 2005

Ms. Blanca S. Bayo, Director
Division of the Commission Clerk
and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

RECEIVED-FPSC
05 MAR 17 AM 11:18
COMMISSION
CLERK

Re: Docket No. 050185-TP
Petition for Approval of Section 252(i) Adoption With Modifications of the
Existing Terms of the Interconnection Agreement Between PrimeCo Personal
Communications, L.P. d/b/a Verizon Wireless and Verizon Florida Inc. by
MetroPCS California/Florida, Inc.

Dear Ms. Bayo:

Please find enclosed for filing an original and five copies of the above-referenced
Petition. Service has been made as indicated on the Certificate of Service. If there
are any questions regarding this matter, please contact me at (813) 483-1256.

Sincerely,

Richard A. Chapkis

Richard A. Chapkis

RAC:tas
Enclosures

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DAT
02626 MAR 17 05
FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval of Section 252(i))
Adoption With Modifications of the Existing Terms)
of the Interconnection Agreement Between)
PrimeCo Personal Communications, L.P. d/b/a)
Verizon Wireless and Verizon Florida Inc. by)
MetroPCS California/Florida, Inc.)
_____)

Docket No. 050185-TP
Filed: March 17, 2005

PETITION FOR APPROVAL OF SECTION 252(i) ADOPTION WITH MODIFICATIONS OF THE EXISTING TERMS OF THE INTERCONNECTION AGREEMENT BETWEEN PRIMECO PERSONAL COMMUNICATIONS, L.P. D/B/A/ VERIZON WIRELESS AND VERIZON FLORIDA INC. BY METROPCS CALIFORNIA/FLORIDA, INC.

Verizon Florida Inc. (Verizon) (formerly GTE Florida Incorporated) files this petition before the Florida Public Service Commission (Commission) seeking approval of MetroPCS California/Florida, Inc.'s 252(i) adoption with modifications of the existing terms of the interconnection agreement between Verizon and PrimeCo Personal Communications, L.P. d/b/a Verizon Wireless. The Verizon/Verizon Wireless agreement was approved by the Commission by Order No. PSC-00-1702-FOF-TP, issued September 21, 2000, in Docket No. 000835-TP.

Verizon respectfully requests that the Commission approve its petition and that Verizon be granted all other relief proper under the circumstances.

Respectfully submitted on March 17, 2005.

By: Richard A. Chapkis

Richard A. Chapkis
P. O. Box 110, FLTC0007
Tampa, Florida 33601-0110
Telephone No. (813) 483-1256

Attorney for Verizon Florida Inc.

DOCUMENT NUMBER-DATE

02626 MAR 17 05

FPSC-COMMISSION OF REG.

John C. Peterson, Director
Contract Performance and Administration
Wholesale Markets



Wholesale Markets
600 Hidden Ridge, HQE03D52
P.O. Box 152092
Irving, TX 75038

Phone 972-718-5988
Fax 972-719-1519
john.c.peterson@verizon.com

March 1, 2005

Ira Levy
Vice President and Treasurer, Interim CFO
MetroPCS California/Florida, Inc.
8144 Walnut Hill Lane, Suite 800
Dallas, TX 75231

Re: Requested Adoption Under Section 252(i) of the TA96

Dear Mr. Levy:

Verizon Florida Inc., f/k/a GTE Florida Incorporated ("Verizon"), a Florida corporation, with principal place of business at 201 N. Franklin Street, Tampa, Florida 33602-5167, has received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996 (the "Act"), MetroPCS California/Florida, Inc. ("MPCS"), a Delaware corporation, with principal place of business at 8144 Walnut Hill Lane, Suite 800, Dallas, TX 75231, wishes to adopt the terms of the Interconnection Agreement between Verizon Wireless Personal Communications LP d/b/a Verizon Wireless ("Verizon Wireless") and Verizon that was approved by the Florida Public Service Commission (the "Commission") as an effective agreement in the State of Florida, as such agreement exists on the date hereof (including any effective and approved amendments thereto) after giving effect to operation of law (the "Terms"). I understand MPCS has a copy of the Terms. Please note the following with respect to MPCS' adoption of the Terms.

1. By MPCS' countersignature on this letter, MPCS hereby represents and agrees to the following six points:
 - A. MPCS adopts (and agrees to be bound by) the Terms of the Verizon Wireless/Verizon agreement for interconnection as it is in effect on the date hereof after giving effect to operation of law, and in applying the Terms, agrees that MPCS shall be substituted in place of Verizon

Wireless Personal Communications LP d/b/a Verizon Wireless and Verizon Wireless in the Terms wherever appropriate.

- B. MPCS 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 Terms until Verizon and MPCS have agreed upon the terms of a written amendment to the Terms setting forth the respective rights and obligations of Verizon and MPCS as to Verizon's provision of UNEs and Combinations, if any, that Verizon may be required to provide to MPCS by both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.
- C. Notice to MPCS and Verizon as may be required under the Terms shall be provided as follows:

To: MetroPCS California/Florida, Inc.
Attention: Max Pate
Director, Fixed Network
511 U.S. Highway 301 South
Tampa, FL 33619
Telephone Number: 813-727-0548
Facsimile Number: Not Provided
Internet Address: Not Provided

with a copy to:

MetroPCS California/Florida, Inc.
Attention: Mark A. Stachiw
8144 Walnut Hill Lane, Suite 800
Dallas TX 75231
Telephone Number: 214-378-2928
Facsimile Number: 972-860-2682
Internet Address: mstachiw@metropcs.com

To Verizon:

Director-Contract Performance & Administration
Verizon Wholesale Markets
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038
Telephone Number: 972-718-5988
Facsimile Number: 972-719-1519
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Associate General Counsel
Verizon Wholesale Markets
1515 N. Court House Road

Suite 500
Arlington, VA 22201
Facsimile: 703-351-3664

- D. MPCS 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 State of Florida only.
 - E. [Intentionally Omitted]
 - F. The Pricing Attachment of the Terms (Appendix A to the Verizon/Verizon Wireless Pricing Attachment), as amended, shall apply to this adoption.
2. MPCS' adoption of the Verizon Wireless Terms shall become effective on February 9, 2005. Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by MPCS as to the points set out in paragraph one hereof. The term and termination provisions of the Verizon Wireless/Verizon agreement shall govern MPCS' adoption of the Terms. The adoption of the Terms is currently scheduled to expire on September 1, 2005.
 3. As the Terms are being adopted by you pursuant to your statutory rights under section 252(i), 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 these Terms as a result of MPCS' 252(i) election.
 4. 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.
 5. Verizon reserves the right to deny MPCS' application of the Terms, in whole or in part, at any time:
 - A. when the costs of providing the Terms to MPCS are greater than the costs of providing them to Verizon Wireless;
 - B. if the provision of the Terms to MPCS is not technically feasible; and/or

- C. to the extent that Verizon otherwise is not required to make the Terms available to MPCS under applicable law.
6. For avoidance of 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
7. Should MPCS attempt to apply the Terms in a manner that conflicts with paragraphs 3-6 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.
8. In the event that a voluntary or involuntary petition has been or is in the future filed against MPCS 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: (i) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and MPCS' adoption of the Verizon Terms shall in no way impair such rights of Verizon; and (ii) all rights of MPCS resulting from MPCS' adoption of the Verizon 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 (ret. 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 MPCS to sign this letter in the space provided below and return it to Verizon.

Sincerely,

VERIZON FLORIDA INC.



John C. Peterson
Director-Contract Performance and Administration



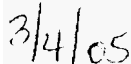
(DATE)

Reviewed and countersigned as to points A, B, C, D, E and F of paragraph 1. MPCS acknowledges Verizon's position statements of paragraphs 2-8 above ("Verizon's Statements of Position"), but MPCS (i) disagrees with them, (ii) reserves all rights to dispute any and all of Verizon's Statements of Position, and (iii) asserts that Verizon's Statements of Position do not, and should not be used to, change or alter the underlying Terms adopted by MPCS.:

METROPCS CALIFORNIA/FLORIDA, INC.



Ira Levy
Vice President and Treasurer, Interim CFO



(DATE)

c: M. Miller – Verizon

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of the foregoing were sent via overnight delivery(*) on March 16, 2005 and U.S. mail(**) on March 17, 2005 to:

Staff Counsel(*)
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

MetroPCS California/Florida, Inc.(**)
Attention: Mark A. Stachiw
Vice President, General Counsel & Secretary
8144 Walnut Hill Lane, Suite 800
Dallas, TX 75231


Richard A. Chapkis