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Legal Department



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October 4, 2006 – **VIA ELECTRONIC MAIL**

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

Re: Docket No.  
Petition for Approval of Section 252(i) Adoption With Modifications of the  
Existing Terms of the Interconnection Agreement Between Verizon  
Wireless Personal Communications LP d/b/a Verizon Wireless and  
Verizon Florida Inc. by Royal Street Communications, LLC

Dear Ms. Bayo:

The above-referenced Petition is enclosed for filing. Service has been made as indicated on the Certificate of Service. If there are any questions regarding this matter, please contact me at 770-284-5498.

Sincerely,

s/ Dulaney L. O'Roark III

Dulaney L. O'Roark III

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Enclosures

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that copies of the foregoing were sent via U.S. mail on  
October 4, 2006 to:

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

Royal Street Communications, LLC  
Attention: John R. Lister  
Vice President-Network Development  
7557 Rambler Road, Suite 700  
Dallas, TX 75231

S/ Dulaney L. O'Roark III

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition for Approval of Section 252(i) ) Docket No.  
Adoption With Modifications of the Existing Terms ) Filed: October 4, 2006  
of the Interconnection Agreement Between )  
Verizon Wireless Personal Communications LP )  
d/b/a Verizon Wireless and Verizon Florida Inc. )  
by Royal Street Communications, LLC )  
\_\_\_\_\_ )

**PETITION FOR APPROVAL OF SECTION 252(i) ADOPTION WITH MODIFICATIONS OF  
THE EXISTING TERMS OF THE INTERCONNECTION AGREEMENT BETWEEN  
VERIZON WIRELESS PERSONAL COMMUNICATIONS LP D/B/A  
VERIZON WIRELESS AND VERIZON FLORIDA INC. BY  
ROYAL STREET COMMUNICATIONS, LLC**

Verizon Florida Inc. (Verizon) (formerly GTE Florida Incorporated) files this petition before the Florida Public Service Commission (Commission) seeking approval of Royal Street Communications, LLC's 252(i) adoption with modifications of the existing terms of the interconnection agreement between Verizon and Verizon Wireless Personal Communications LP 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 October 4, 2006.

By: s/ Dulaney L. O'Roark III  
Dulaney L. O'Roark III  
6 Concourse Parkway, Suite 600  
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Attorney for Verizon Florida Inc.

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



One Verizon Way  
VC32W-421  
Basking Ridge, NJ 07920

Tel.: 908-559-4610  
Fax: 908-766-3495  
jeffrey.a.masoner@verizon.com

June 30, 2006

John R. Lister  
Vice President - Network Development  
Royal Street Communications, LLC  
7557 Rambler Road, Suite 700  
Dallas, TX 75231

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

Dear Mr. Lister:

Verizon Florida Inc., f/k/a GTE Florida Incorporated ("Verizon"), a Florida corporation, with principal place of business at 201 N Franklin Street, Tampa, FL 33602-5167, has received correspondence stating that Royal Street Communications, LLC ("RSC"), a Delaware Limited Liability Company, with principal place of business at 7557 Rambler Road, Suite 700, Dallas, TX 75231 wishes, pursuant to Section 252(i) of the Communications Act, 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, without limitation, Amendments 1, 2 and 3 thereto) after giving effect to operation of law (the "Terms"). I understand RSC has a copy of the Terms. Please note the following with respect to RSC's adoption of the Terms.

1. By RSC's countersignature on this letter, RSC hereby represents and agrees to the following seven points:
  - A. RSC adopts (and agrees to be bound by) the Terms and, in applying the Terms, agrees that RSC 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. 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 RSC and Verizon as may be required or permitted under the Terms shall be provided as follows:

To Royal Street Communications, LLC:

Attention: Paul C. Besozzi  
Patton Boggs, LLP  
2550 M Street, N.W.  
Washington, DC 20037-1301  
Telephone Number: (202) 457-5292, Ext.: None  
Facsimile Number: (202) 457-6315  
Internet Address: pbesozzi@pattonboggs.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  
1515 N. Court House Road  
Suite 500  
Arlington, VA 22201  
Facsimile: (703) 351-3664

- D. RSC 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. In the event an interconnection agreement between Verizon and RSC is currently in effect in the State of Florida (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. [Intentionally omitted].
  - G. RSC's adoption of the Terms shall become effective on May 31, 2006. Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by RSC as to the points set out in Paragraph One hereof. The term and termination provisions of the Terms shall govern RSC's adoption of the Terms.
2. As the Terms are being adopted by RSC 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 RSC'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 RSC's application of the Terms, in whole or in part, at any time:
    - A. when the costs of providing the Terms to RSC are greater than the costs of providing them to Verizon Wireless;
    - B. if the provision of the Terms to RSC is not technically feasible; and/or
    - C. to the extent that Verizon otherwise is not required to make the Terms available to RSC 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.<sup>1</sup> 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.<sup>2</sup> Moreover, in light of the *FCC Internet*

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<sup>1</sup> 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).

<sup>2</sup> 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](http://www.verizon.com/wise) (select Verizon East Customer

*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.<sup>3</sup> 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.<sup>4</sup>

6. Should RSC 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 RSC 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 RSC's adoption of the Terms shall in no way impair such rights of Verizon; and (B) all rights of RSC resulting from RSC'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.

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Support, Business Resources, Customer Documentation, Resources, Industry Letters, CLEC, May 21, 2001 Order on Remand).

<sup>3</sup> See, e.g., 47 C.F.R. Section 51.809(c).

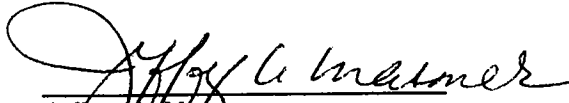
<sup>4</sup> *FCC Internet Order* ¶ 82.

**SIGNATURE PAGE**

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

Sincerely,

VERIZON FLORIDA INC.

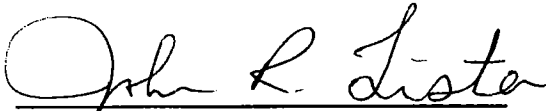


Jeffrey A. Masoner  
Vice President  
Interconnection Services Policy & Planning

9/25/06  
DATE

Reviewed and countersigned as to Paragraph 1:

ROYAL STREET COMMUNICATIONS, LLC



John R. Lister  
Vice President - Network Development

9-7-06  
DATE

Attachment