
CARRIER-TO-CARRIER AGREEMENT CHECKLIST

INSTRUCTIONS: Please complete all applicable parts of this form and submit it with related materials when filing a carrier-to-carrier agreement pursuant to 47 U.S.C. 252 and OAR 860-016-0000 et al. The Commission will utilize the information contained in this form to determine how to process the filing.

1. PARTIES

	<i>Requesting Carrier</i>	<i>Affected Carrier</i>
Name:	<u>Verizon Northwest Inc.</u>	<u>MCI WorldCom Communications, Inc.</u>
Address:	<u>P.O. Box 1100</u>	<u>c/o Kathy Jespersen</u>
	<u>Beaverton, OR 97076</u>	<u>205 N. Michigan Avenue, 11th Floor</u>
	<u></u>	<u>Chicago, IL 60601</u>

2. PRIMARY CONTACT PERSON FOR PROCESSING INFORMATION:

Name:	<u>Renee Willer/Verizon</u>	Phone:	<u>503/645-7907</u>
Address:	<u>P.O. Box 1100</u>	Fax:	<u>503/629-0592</u>
	<u>Beaverton, OR 97075</u>	E-Mail:	<u>renee.willer@verizon.com</u>

3. TYPE OF FILING (Check all that apply. For example, parties seeking to adopt a previously approved agreement with new negotiated amendments should check both "Adoption" and "Amendment" categories.)

X **Adoption:** Adopts interconnection agreement previously approved by the Commission.

Parties to prior agreement Verizon Northwest Inc. & AT& T Communications of the Pacific Northwest Inc.
Approved in Docket ARB 5 , Order No(s). 99-028

Does filing adopt amendments to base agreement previously approved by the Commission?

X NO
 YES, approved in Docket ARB _____ , Order No(s). _____

New Agreement: Seeks approval of new negotiated agreement.

Does this filing replace an agreement between the same parties that was previously approved by the Commission?

NO
 YES, approved in Docket ARB _____ , Order No(s). _____

Amendment: Amends an existing carrier-to-carrier agreement.

If the original agreement was negotiated, has it been approved by Commission?

NO, decision pending in Docket ARB _____
 YES, approved in Docket ARB _____ Order No(s). _____

If original agreement was an adoption, what was its docket number? Docket ARB _____

Other: Please explain.

Jeffrey A. Masoner
Vice President
Interconnection Services Policy and Planning
Wholesale Marketing



2107 Wilson Boulevard
Arlington, VA 22201

Phone 703 974-4610
Fax 703 974-0314
jeffrey.a.masoner@verizon.com

March 20, 2002

John Trofimuk
Regional Executive
MCI WORLDCOM Communications, Inc.
205 N. Michigan Ave., 11th Fl.
Chicago, IL 60601

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

Dear Mr. Trofimuk:

Verizon Northwest Inc., f/k/a GTE Northwest Incorporated (“Verizon”), has received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996 (the “Act”), MCI WORLDCOM Communications, Inc., f/k/a MFS Intelenet of Oregon, Inc. (“MFS”) wishes to adopt the terms of the Interconnection Agreement between AT&T Communications of the Pacific Northwest Inc. (“AT&T”) and Verizon that was approved by the Oregon Public Utility Commission (the “Commission”) as an effective agreement in the State of Oregon, as such agreement exists on the date hereof after giving effect to operation of law (the “Terms”). I understand MFS has a copy of the Terms. Please note the following with respect to MFS’s adoption of the Terms.

1. By MFS’s countersignature on this letter, MFS hereby represents and agrees to the following three points:
 - (A) MFS adopts (and agrees to be bound by) the Terms of the AT&T/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 MFS shall be substituted in place of AT&T Communications of the Pacific Northwest Inc. and AT&T in the Terms wherever appropriate.

(B) Notice to MFS and Verizon as may be required under the Terms shall be provided as follows:

To: MCI WORLDCOM Communications, Inc.
Attention: Regional Executive
205 N. Michigan Ave., 11th Fl.
Chicago, IL 60601
Telephone number: 312-260-3412
FAX number: 312-470-5575

with a copy to:

MCI WORLDCOM Communications, Inc.
Attention: Vice President
Eastern Telco Line Cost Management
2 Northwinds Center
2520 Northwinds Parkway, 5th Floor
Alpharetta, GA 30004
FAX number: 770-625-6889

MCI WORLDCOM Communications, Inc.
Attention: Vice President
Chief Network Counsel
2200 Loudoun County Parkway
Mail Stop: E1 3-609
Ashburn, VA 20147
FAX number: 703-886-5807

MCI WORLDCOM Communications, Inc.
Attn: Associate Commercial Counsel
1133 19th Street, N.W., Room 209
Washington, DC 20036
Facsimile number: (202) 736-6181

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

- (C) MFS represents and warrants that it is a certified provider of local telecommunications service in the State of Oregon, and that its adoption of the Terms will cover services in the State of Oregon only.
2. MFS's adoption of the AT&T Terms shall be effective as of December 5, 2001, pursuant to the original request of MFS and the agreement of the Parties. Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by a duly authorized representative of MFS. The term and termination provisions of the AT&T/Verizon agreement shall govern MFS's adoption of the Terms, and as such the Terms are currently scheduled to terminate on January 27, 2003.
 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 MFS's 252(i) election.
 4. On January 25, 1999, the Supreme Court of the United States ("Court") issued its decision on the appeals of the Eighth Circuit's decision in *Iowa Utilities Board*. Specifically, the Supreme Court modified several of the FCC's and the Eighth Circuit's rulings regarding unbundled network elements and pricing requirements under the Act. *AT&T Corp. v. Iowa Utilities Board*, 119 S. Ct. 721 (1999). Certain provisions of the Terms may be void or unenforceable as a result of the Court's decision of January 25, 1999, the United States Eighth Circuit Court of Appeals' decision in Docket No. 96-3321 regarding the FCC's pricing rules, and the current appeal before the U.S. Supreme Court regarding the FCC's new UNE rules. Moreover, 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 MFS's adoption and/or application of the Terms, in whole or in part, at any time:

- (a) when the costs of providing the Terms to MFS are greater than the costs of providing them to AT&T;
 - (b) if the provision of the Terms to MFS is not technically feasible; and/or
 - (c) to the extent that Verizon otherwise is not required to make the Terms available to MFS 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 MFS 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 MFS 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 MFS's adoption of the Verizon Terms shall in no way impair such rights of Verizon; and (ii) all rights of MFS resulting from MFS's adoption of the Verizon terms shall be subject to and modified by any Stipulations and Orders entered in

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) ¶44.

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, Resources, Industry Letters, CLEC).

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

⁴ FCC Internet Order ¶ 82.

the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366.

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

Sincerely,

VERIZON NORTHWEST INC.

Jeffrey A. Masoner
Vice President – Interconnection Services Policy & Planning

Reviewed and countersigned as to points A, B, and C of paragraph 1. MFS acknowledges Verizon's position statements of paragraphs 3 through 8 above ("Verizon's Statements of Position"), but MFS (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 MFS.

MCI WORLDCOM COMMUNICATIONS, INC.

John Trofimuk
Central Region Executive – Telco & Line Cost Management

cc: Calvin Twyman – Verizon