



March 1, 2011

Steve Fetzer
President
CCT Telecommunications, Inc.
1106 E. Turner Road, Ste A.
Lodi, CA 95240

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

Dear Mr. Fetzer:

Frontier Communications of the Southwest Inc. ("Frontier"), a Delaware corporation, with principal place of business at 180 S. Clinton Avenue, Rochester, NY, 14646, has received correspondence stating that CCT Telecommunications, Inc. ("CCT"), a California corporation, with principal place of business at 1106 E. Turner Road, Ste A., Lodi CA 95240 wishes, pursuant to Section 252(i) of the Communications Act, to adopt the terms of the Interconnection Agreement between Global Connection Inc. of America ("GCIA") and Frontier that was approved by the Public Utility Commission of Nevada (the "Commission") as an effective agreement in the State of Nevada, Docket No.05-7043 as such agreement exists on the date hereof including, without limitation, Amendment Number One, TRRO Withdrawal of Service, thereto, after giving effect to operation of law (the "Terms"). I understand CCT has a copy of the Terms. Please note the following with respect to CCT's adoption of the Terms.

1. By CCT's countersignature on this letter, CCT hereby represents and agrees to the following seven points:
 - A. CCT adopts (and agrees to be bound by) the Terms, and, in applying the Terms, agrees that CCT shall be substituted in place of Global Connection Inc. of America and GCIA 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 Frontier (i) that no longer applies to Frontier 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 CCT and Frontier as may be required or permitted under the Terms shall be provided as follows:

To CCT Telecommunications, Inc.

Kelly Pool
Director of Operations
1106 E. Turner Road, Ste. A
Lodi, CA 95240
Telephone Number: (209) 365-9500
Facsimile Number: 9209) 368-1252
Internet Address: kpool@4cct.com

To Frontier:

Frontier Communications
Attn: Director, Carrier Services
180 S. Clinton Avenue
Rochester, NY 14646

with a copy to:

Frontier Communications
Attn: Associate General Counsel
180 S. Clinton Avenue
Rochester, NY 14646

- D. CCT represents and warrants that it is a certified provider of local telecommunications service in the State of Nevada, and that its adoption of the Terms will cover services in Frontier Communications of the Southwest Inc. for the State of Nevada only.
- E. In the event an interconnection agreement between Frontier and CCT is currently in effect in the State of Nevada (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. CCT's adoption of the Terms shall be effective upon commission approval of this adoption.

2. As the Terms are being adopted by CCT pursuant to Section 252(i) of the Act, Frontier does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Frontier of the Terms does not in any way constitute a waiver by Frontier of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Frontier 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 CCT's adoption of the Terms.
3. Nothing herein shall be construed as or is intended to be a concession or admission by Frontier 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 Frontier expressly reserves its full right to assert and pursue claims arising from or related to the Terms.
4. Frontier reserves the right to deny CCT's application of the Terms, in whole or in part, at any time:
 - A. when the costs of providing the Terms to CCT are greater than the costs of providing them to GCIA;
 - B. if the provision of the Terms to CCT is not technically feasible; and/or
 - C. to the extent that Frontier otherwise is not required to make the Terms available to CCT 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. Frontier 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. Frontier'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 and in the Order on Remand and Report and Order and Further Notice of Proposed Rulemaking, CC Docket No. 99-68, (adopted November 5, 2008) ("*FCC Internet Orders*"), 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 Any

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

compensation to be paid for Internet traffic will be handled pursuant to the terms of the *FCC Internet Orders*, not pursuant to adoption of the Terms.² Moreover, in light of the *FCC Internet Orders*, 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 Orders* 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 CCT attempt to apply the Terms in a manner that conflicts with Paragraphs Two through Paragraphs Five above, Frontier 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 CCT 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 Frontier under such laws, including, without limitation, all rights of Frontier under 11 U.S.C. § 366, shall be preserved, and CCT's adoption of the Terms shall in no way impair such rights of Frontier; and (B) all rights of CCT resulting from CCT'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 Frontier pursuant to 11 U.S.C. § 366.

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 http://www22.verizon.com/wholesale/library/local/industryletters/1,,east-wholesale-resources-clec_01-05_21,00.html.

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 CCT to sign this letter in the space provided below and return it to Frontier.

Sincerely,

Frontier Communications of the Southwest Inc.



Stephen Levan
VP, Carrier Sales and Service

4-12-11

(DATE)

Reviewed and countersigned as to Paragraph 1:

CCT Telecommunications, Inc.



Steve Fetzer
President

3-18-11

(DATE)