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Doc. No. 258115

November 13, 2007

Via Electronic Filing and Overnight Delivery

The Honorable Eddie Roberson, Chairman
c/o Sharla Dillon, Docket & Records Manager
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

filed electronically in docket office on 11/14/07

Re: Docket No. 07-00204 - Joint Petition of Verizon Communications Inc., MCI Communications Services, Inc. d/b/a Verizon Business Services, Verizon Services Corporation, and GoAmerica Relay Services Corp. for Expedited Approval of the Assignment of the Contract to Provide Relay Services from Verizon Services Corporation to GRSC, for GRSC to Utilize Stellar Nordia Services, LLC as a Subcontractor in the Performance of the Contract, and for the Transfer of Related Assets from Verizon Business Services to GRSC (the "Joint Petition")

Docket No. 07-00205 - Application of GoAmerica Relay Services Corp. for a Certificate to Provide Competing Local Telecommunications Services (the "CLEC Application")

Dear Chairman Roberson:

On behalf of GoAmerica Relay Services Corp. and its parent, GoAmerica, Inc. (collectively "GoAmerica"), this filing is made in response to certain requests for information made at the Tennessee Regulatory Authority's (the "Authority" or "TRA") November 6, 2007 Conference and the subsequent Status Conference (collectively the "Conference"). This information supplements the two (2) above-referenced dockets.

I. The TRS Contract

In TRA Docket No. 07-00204, the parties have requested that the Tennessee intrastate telecommunications relay services ("TRS") contract between the State of Tennessee, the TRA and Verizon Services Corporation (the "TRS Contract") be assigned to GoAmerica. GoAmerica has advised the TRA that in order to help GoAmerica perform the TRS Contract, GoAmerica has entered into a subcontract agreement (the "Managed Services Agreement" or "MSA") with Stellar Nordia Services, LLC ("Stellar Nordia"). GoAmerica and Stellar Nordia have agreed to

amend the MSA to comply with the Authority's request for further written assurances on this matter. Specifically, the MSA has been amended to ensure that GoAmerica can assume the TRS Contract and that GoAmerica agrees that it will be bound by all of its terms, including but not limited to Section A.11. *See* the attached November 13, 2007 amendment to the MSA ("Amendment").

II. The Amendment Contains Two Other Changes Consistent With the TRS Contract

Section D.5 of the TRS Contract requires that any subcontract approved by the State (such as the MSA) shall contain Sections D.6 and D.7 of the TRS Contract (pertaining to "Conflicts of Interest" and "Non-Discrimination"). Accordingly, the Amendment incorporates Sections D.6 and D.7 in their entirety.

III. Commitment Regarding Rate and Other Data

At the Conference, GoAmerica was asked to confirm in writing that it would submit to the TRA annual TRS reports similar to those already submitted by Verizon, which data would be subject to audit at the discretion of the TRA. GoAmerica hereby confirms that it agrees and commits to submit to the Authority any and all of the information specified in the TRS Contract and any additional information required for the TRA to calculate remittance rates for other telecommunications providers needed to appropriately fund the Tennessee Telerelay Call Center. GoAmerica further agrees and commits that such information shall be subject to audit at the discretion of the Authority.

IV. Memphis Call Center

At the Conference, GoAmerica was asked to provide further written assurance that it intends to continue to operate the Tennessee Telerelay Call Center ("TRC") at its present location at 1725 N. Shelby Oaks Drive, Memphis, Tennessee, 38134. GoAmerica confirms this intention.

GoAmerica was also asked to confirm that it, or its subcontractor, Stellar Nordia, will make offers of employment to each person employed at the TRC, and that GoAmerica will staff the TRC consistent with the current Tennessee intrastate TRS call volumes.¹ GoAmerica hereby confirms both propositions.

V. Performance Bond

As represented at the Conference this is to confirm that GoAmerica shall provide to the TRA, prior to the TRA's December 3, 2007 Conference, a performance bond in the amount of two hundred thousand dollars (\$200,000.00).

¹ *See, e.g., Joint Petition*, TRA Docket No. 07-00204, p. 4 ("Under the Agreement Verizon's Tennessee employees who are employed in the TRA business will be offered employment by either GRSC or Stellar beginning on the transaction's closing date, with equivalent compensation and comparable benefits as currently offered by Verizon"). *See also Joint Petition*, TRA Docket. No. 07-00204, Exhibit B (Affidavit of Mark L. Stern) at ¶ 5.

VI. Stellar Nordia to Submit CCN Application

This is to confirm that GoAmerica has been in discussions with Stellar Nordia, and that Stellar Nordia shall shortly be submitting to the TRA an application for a certificate to provide competing local telecommunications services, similar to the one that GoAmerica filed on September 4, 2007.

If you have any questions, please do not hesitate to contact the undersigned or Melvin J. Malone.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Dana Frix', with a stylized, cursive script.

Dana Frix

Counsel to GoAmerica, Inc. and
GoAmerica Relay Services Corp.

cc: Melvin Malone, Esq.

AMENDMENT TO MANAGED SERVICES AGREEMENT

This is the November 13, 2007 Amendment ("Amendment") to the August 1, 2007 Managed Services Agreement as amended from time to time ("MSA") between GoAmerica Relay Services Corp. (formerly Acquisition 1 Corp.) ("GoAmerica"), a Delaware corporation and a wholly owned subsidiary of GoAmerica, Inc., and Stellar Nordia Services, LLC ("Stellar"), a Nevada limited liability company.

GoAmerica and Stellar desire to amend the MSA to facilitate approval by the Tennessee Regulatory Authority ("TRA") of GoAmerica's assumption of the existing contract between the State of Tennessee, the TRA and Verizon Services Corporation for intrastate Telecommunications Relay Services (the "TRS Contract").

AGREEMENT

1. GoAmerica and Stellar (each a "Party" and together the "Parties") acknowledge and agree that the ability of GoAmerica to assume the TRS Contract and meet its responsibilities thereunder, is consistent with the MSA. If GoAmerica is authorized to assume the TRS Contract by the TRA, nothing in the MSA precludes GoAmerica from being bound by the TRS Contract. Further, the Parties acknowledge and agree that in the event any language of the MSA contradicts or is otherwise inconsistent with the TRS Contract, the TRS Contract shall control GoAmerica's obligations to the State of Tennessee. GoAmerica and Stellar hereby acknowledge the TRS Contract's requirements set forth in Section A.11 and agree to abide by the same in all respects.

2. Section D.5 of the TRS Contract provides that any subcontract to the TRS Contract shall contain the "Conflicts of Interest" and "Nondiscrimination" provisions of the TRS Contract (sections D.6 and D.7). Stellar agrees to be bound by these Conflicts of Interest and Nondiscrimination provisions as if "Contractor" (as used in Section D.6 and D.7 of the TRS Contract) referred to Stellar, and these provisions are hereby explicitly made part of the MSA:

"D.6 Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract."

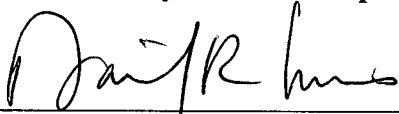
"D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this

Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination."

IN WITNESS WHEREOF, the Parties have entered into this Amendment as of the date first written above.

By:

GoAmerica Relay Services Corp.



Authorized Signature

Name: Daniel R. Luis
Title: President

Stellar Nordia Services, LLC

Authorized Signature

Name: _____
Title: _____

Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination."

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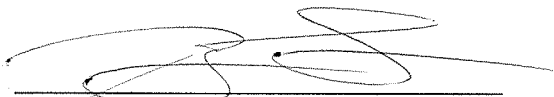
GoAmerica Relay Services Corp.

Authorized Signature

Name: _____

Title: _____

Stellar Nordia Services, LLC



Authorized Signature

Name: BERNARD DUROCHER

Title: V-PRESIDENT