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Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

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WASHINGTON, D.C. 20554

In the Matter of

MCI WORLDCOM, INC.

Petition for Expedited Declaratory Ruling
Regarding the Process for Adoption of Agreements
Pursuant to Section 252(i) of the Communications
Act and Section 51.809 of the Commission's Rules

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) CC Docket No. 00-45
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COMMENTS OF AIRTOUCH PAGING

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Table of Contents

SUMMARY.....	i
I. Interest of AirTouch Paging.....	1
II. The Public Interest Will Be Served by Expedited Action on the MCI Petition and Related Issues.....	3
III. Commission Action Is Particularly Appropriate Given the Serious Inconsistent Rulings by the State Commissions.....	5
IV. The Declaratory Rulings Requested by MCI Must Be Issued.....	11
V. The Declaratory Ruling Should Establish Other Substantive and Procedural Standards Under Section 252(i).....	14
VI. Conclusion	16

Summary

AirTouch Paging (“AirTouch”), one of the largest providers of narrowband commercial mobile radio services in the United States, operates in forty-eight states and has negotiated interconnection agreements with all the major incumbent local exchange carriers (“ILECs”). Based upon its extensive experience in these negotiations, AirTouch strongly supports the MCI Petition and encourages the Commission to clarify requesting carriers’ rights to opt into pre-existing agreements.

The ability under Section 252(i) to opt into an agreement—in whole or in part—offered by an ILEC to another carrier is often the only way to secure a fair, nondiscriminatory interconnection agreement, and AirTouch has repeatedly invoked its Section 252(i) rights in negotiations with ILECs. Currently, carriers’ rights under Section 252(i) are treated differently from ILEC to ILEC and from state to state. A host of inconsistent state decisions regarding 252(i) are encouraging delay and litigation by ILECs and cast doubt on interconnecting carriers’ ability to protect their rights. As a result, consumers are denied the benefits of rapid, efficient competition as carriers seeking to provide competition face the expense of needless uncertainty and delay.

National standards or guidelines will:

- advance the important non-discrimination principles embodied in the Act
- reduce the risk of inconsistent rulings and processes from state to state that stymie the development of a rapid, efficient nationwide communications system
- assist the states in satisfying their obligations to expedite the review and approval of interconnection agreements.

The Commission is uniquely able to provide a consistent national approach for interconnecting carriers' rights under Section 252(i). The MCI Petition for Expedited Ruling presents a significant and timely issue. The Commission should take this opportunity to promote competition pursuant to the goals of the Telecommunications Act of 1996.

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COMMENTS OF AIRTOUCH PAGING

AirTouch Paging ("AirTouch"), by its attorneys and pursuant to the Commission's *Public Notice*, DA 00-592 released March 16, 2000, hereby submits its comments in support of the Revised Petition of MCI Worldcom, Inc. (the "MCI Petition") filed March 7, 2000, in the above-captioned proceeding.¹ The following is respectfully shown:

I. The Interest of AirTouch Paging

AirTouch Paging is one of the largest providers of narrowband commercial mobile radio services ("CMRS") in the United States with operations in forty eight states and over 3.5 million units in service. Since the passage of the Telecommunications Act

¹ The MCI Petition seeks a declaration establishing certain procedural rules governing the adoption of existing interconnection agreements pursuant to Section 252(i) of the Communications Act of 1934 (the "Act") and Section 51.809 of the Commission's Rules.

of 1996 (the “1996 Act”) and the *Local Competition First Report*,² AirTouch has negotiated and/or opted into interconnection agreements with all of the major incumbent local exchange carriers (“ILECs”) with which AirTouch interconnects throughout the country. In this process, AirTouch has been involved in arbitration proceedings in four states, and has negotiated a wide range of unique voluntary agreements. AirTouch also frequently has invoked its rights pursuant to Section 252(i) of the Communications Act of 1934, as amended (the “Act”), in an effort to adopt, in whole or in part, pre-existing interconnection agreements that certain ILECs had entered into with other telecommunications carriers.³

The MCI Petition seeks a declaratory ruling establishing certain procedures and safeguards relating to a requesting carrier’s adoption of a previously-approved interconnection agreement under Section 252(i) of the Act. Because of AirTouch’s repeated reliance on Section 252(i) in its efforts to establish fair and reasonable interconnection arrangements, AirTouch has a direct, tangible interest in the outcome of this proceeding. Also, as a result of AirTouch’s active involvement in interconnection matters, it has a substantial basis in experience for informed comment in this proceeding.

² *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, First Report and Order*, 11 FCC Rcd. 15499 (1996).

³ AirTouch adopted interconnection agreements pursuant to Section 252(i) in the following states, among others: Michigan, Ohio, Indiana, Illinois, Wisconsin, Massachusetts, Rhode Island, Maryland, Washington, D.C., Virginia, New York, New Jersey, Pennsylvania, and New Hampshire. In addition, AirTouch sought to invoke 252(i) rights in California, Washington, and Colorado, among other states.

II. The Public Interest Will be Served By Expedited Action on the MCI Petition and Related Issues

The MCI Petition states that there is a critical need for FCC action clarifying and defining a requesting carrier's procedural rights under Section 252(i) of the Act. MCI notes that the states have adopted a myriad of approaches to these "opt-in" arrangements, which has resulted in confusion, uncertainty and delay in the exercise of the important statutory rights created by Section 252(i).⁴ AirTouch's experience confirms that the concerns expressed by MCI are real. AirTouch's own efforts to adopt previously-approved agreements frequently have met with many varied state approaches and with significant resistance from the ILECs.⁵ Accordingly, the procedures governing Section 252(i) requests are indeed uncertain and vary widely from state-to-state and from ILEC-to-ILEC.

Prompt decisive FCC action will bring much-needed clarity to this important area of the law. The Commission previously described Section 252(i) as a "primary tool" of the 1996 Act to prevent discrimination, and has recognized the benefit of "opt-in" rights to counterbalance the unequal bargaining power and resources enjoyed by the ILECs.

Local Competition First Report at paras.1296-1323. AirTouch concurs with the Commission that Section 252(i) is of critical importance to carriers seeking

⁴ AirTouch, like MCI, reads Sections 252(i) and 251(e) of the Act to not require any state approval of 252(i) agreements. Indeed, AirTouch raised this argument with each state in which it sought 252(i) adoption.

⁵ MCI's Petition generally refers to the obligations of "ILECs" under Section 252(i). AirTouch reads the Section 252(i) language to apply to all local exchange carriers ("LECs") not just ILECs, and the procedures MCI seeks should apply regardless of whether the carrier with whom interconnection is sought is a LEC or ILEC.

nondiscriminatory and rapid interconnection arrangements. If the rights of a requesting carrier to opt into a pre-existing agreement are preserved, agreements will be in place much sooner than will be the case if requesting carriers are forced to undergo lengthy negotiation and arbitration processes under Sections 252(a) and (b).

AirTouch's direct experience in multiple state arbitration proceedings confirms that it is extremely expensive and time-consuming to seek arbitration of an agreement by a state commission.⁶ For this reason, many interconnecting carriers simply are not in a position to exercise their statutory interconnection rights by pursuing negotiation and then arbitration. Consequently, the ability to opt into an agreement - - in whole or in part - - offered by a LEC to another carrier often will provide the only realistic means for many telecommunications carriers to secure a fair, nondiscriminatory interconnection arrangement.⁷ For example, in the narrowband CMRS industry only a handful of carriers have the resources to negotiate unique agreements, particularly if they must pursue arbitration or litigation to secure such an agreement. Therefore, Section 252(i) is critical to the achievement of the pro-competitive objectives of the 1996 Act. Only if the prompt exercise of Section 252(i) rights of requesting carriers is protected will a broad cross section of telecommunications carriers be able to enjoy the protections of the important interconnection provisions in the 1996 Act.

⁶ AirTouch's experience with the Colorado PUC is illustrative. AirTouch requested interconnection on July 28, 1998 and the resulting interconnection agreement was not approved by the Colorado commission until March 17, 2000 - - *nearly 20 months later*.

⁷ This is especially true with CMRS carriers given that they are in a highly competitive market and that delays in interconnection, or in obtaining the benefits of new interconnection arrangements, can have serious economic consequences.

AirTouch agrees with MCI that action by the FCC at this time establishing federal rules governing Section 252(i) requests is both necessary and appropriate. The Commission previously has recognized that there are circumstances where “explicit national standards” are essential to enable the Commission and the states to properly carry out their respective responsibilities under the 1996 Act. *See Local Competition First Report, supra* at paras. 57 - 62. National standards or guidelines are particularly appropriate: (1) to advance the important non-discrimination principles embodied in the Act; (2) to reduce the risk of inconsistent rulings and processes from state to state that could interfere with the Commission’s statutory obligation to develop a rapid, efficient nationwide communications system; and (3) to assist the states in satisfying their obligations to expedite the review and approval of interconnection agreements. All of these factors argue in favor of the Commission giving the MCI Petition priority attention and issuing the declaratory ruling that is sought in order to bring some consistency to the law under Section 252(i) of the Act.

**III. Commission Action is Particularly Appropriate
Given the Serious Inconsistent Rulings by the State Commissions**

As is discussed in greater detail in Section V below, the aspects of Section 252(i) on which the Commission should issue a declaration of rights actually extend well beyond those on which MCI’s Petition seeks a ruling. MCI itself characterizes its Petition as one dealing principally with the “process” for opting into previously-approved agreements and does not raise the substantive issues. AirTouch submits that the need for

Commission action extends far beyond the process issues raised by MCI and includes many substantive issues that arise under Section 252(i).⁸

Conflicting decisions on certain Section 252(i) issues in different states have created substantial confusion. For example, there are now inconsistent rulings by state commissions in all of the following areas:

- Whether a carrier adopting an agreement under Section 252(i) ends up with an agreement that terminates on the same date, or with an agreement with an equally long term as the underlying agreement. Compare *In the Matter of the Joint Application for Approval of OCI Communications of Minnesota, Inc. and US WEST Communications, Inc. for Approval of an Interconnection Agreement*, 1997 Minn. PUC LEXIS 109 (Minn. Pub. Utils. Comm'n. 1997) (agreements adopted under Section 252(i) terminate on the same date as the underlying agreement) with *In the Matter of the Petition by OCOM Corporation dba Cellular One for Arbitration with Ameritech Ohio Pursuant to the Telecommunications Act of 1996 to Establish an Interconnection Agreement with Ameritech Ohio*, 1998 Ohio PUC LEXIS 18 (Ohio Pub. Utils. Comm'n. 1998) (adopted agreement is effective for full three year period, from date on which adopting parties execute the agreement); see also *In the Matter of the Petition of Global NAPS South, Inc. for the Arbitration of Unresolved Issues from the Interconnection Negotiations with Bell Atlantic-*

⁸ The MCI Petition appears to arise out of particular facts relating to a pending MCI Complaint at the Commission. AirTouch agrees with MCI that the problem extends far beyond a single dispute or set of facts, and any resolution needs to be comprehensive.

Delaware, Inc., 1999 Del PSC LEXIS 97 (Del. Pub. Serv. Comm'n 1999)
(when a LEC unduly delays adoption of one agreement, the state commission may extend the term of the adopted agreement).

- Whether an amendment to the base agreement which was the subject of a Section 252(i) request is binding upon the subsequent adopting parties.
Compare *In the Matter of Implementation of Section 252(i) of the Telecommunications Act of 1996*, 1999 Wash. UTC LEXIS 577 (Wash. Utils. Transp. Comm'n. 1999) (subsequent amendments to underlying agreement are automatically applicable to an adopted agreement) with *In the Matter of Sprint Communications Company L.P.'s Petition for Arbitration with Contel of Minnesota, Inc. d/b/a GTE Minnesota Pursuant to Section 252(i) of the Federal Telecommunications Act of 1996*, 1997 Minn. PUC LEXIS 79 (Minn. Pub. Utils. Comm'n. 1997) (only changes to an underlying agreement mandated by the court in the context of an appeal of the underlying agreement will be applicable to subsequently adopted agreements).
- Whether the entry into a voluntary agreement of a certain term serves to cut off an interconnecting carrier's right to adopt a different agreement under Section 252(i). Compare *In the Matter of the Petition of Sprint Communications Company L.P. for Arbitration of Interconnection Rates, Terms, Conditions and Price with U S WEST Communications, Inc., Pursuant to Section 252(b) of the Federal Telecommunications Act of 1996*, 1997 Minn. PUC LEXIS 35 (Minn. Pub. Utils. Comm'n. 1997) (declining to permit a

carrier with an existing intrerconnection agreement to adopt another agreement pursuant to Section 252(i)) with *In the Matter of Implementation of Section 252(i) of the Telecommunications Act of 1996*, 1999 Wash. UTC LEXIS 577 (Wash. Utils. Transp. Comm'n. 1999) (carrier with an existing interconnection agreement with a LEC may adopt another agreement pursuant to Section 252(i)).

- Whether a requesting carrier may adopt a previously approved agreement toward the end of the term of the base agreement. Compare *In the Matter of the Petitions for Approval of Agreements and Arbitration of Unresolved Issues Arising Under Section 252 of the Telecommunications Act of 1996; Petition of Global Naps South, Inc. for Arbitration of Interconnection Rates, Terms and Conditions and Related Relief*, 1999 Md. PSC LEXIS 21 (Md. Pub. Serv. Comm'n. 1999) (denying a request to opt-in to a three-year agreement two and a half years after the agreement was available for inspection) with *In the Matter of the Petition of Global Naps South, Inc. for the Arbitration of Unresolved Issues From the Interconnection Negotiations with Bell Atlantic – Delaware, Inc.*, 1999 Del. PSC LEXIS 97 (Del. Pub. Serv. Comm'n. 1999 (a requesting carrier may adopt an agreement pursuant to Section 252(i) two years into the term of a three year agreement)).
- What standards are to be applied to determine whether two carriers are sufficiently similarly situated to be eligible to adopt a pre-existing agreement. Compare *In Re: Petition by KMC Telecom Inc. for relief, in accordance with*

Section 252(i) of the Telecommunications Act of 1996, with respect to refusal by Sprint-Florida, Incorporated to make available one term in a previously approved interconnection agreement, 1997 Fla. PUC LEXIS 1159 (Fla. Pub. Utils. Comm'n. 1997) (agreements are available for adoption pursuant to Section 252(i) even where requesting carrier does not provide same services or functions as carrier to underlying agreement) with Ameritech Illinois: Agreement dated March 22, 1996 and Addendum dated April 30, 1996 between Ameritech Illinois and Southwestern Bell Mobile Systems, Inc. d/b/a Cellular One-Chicago, 1996 Ill. PUC LEXIS 336 (Ill. Commerce Comm'n. 1996) (finding that, despite the ILEC's argument that the terms and conditions of the interconnection agreement will only be offered to other CMRS providers, the rates should be available to any carrier who desires this product) and (a carrier should be deemed "similarly situated" if the ILEC cannot demonstrate increased costs to provide service to the carrier).

- Whether requesting carriers can exercise Section 252(i) rights while pursuing other interconnection options. Compare *In the Matter of the Joint Application for Approval of an Agreement for Service Resale between Convergent Communications Services, Inc., and US WEST Communications, Inc., Under the Federal Telecommunications Act of 1996, 1999 Minn. PUC LEXIS 71 (Minn. Pub. Utils. Comm'n. 1999) (carriers may not adopt an agreement pursuant to Section 252(i) during the renegotiation period of a previous contract) with *In the Matter of Sprint Communications Company L.P.'s**

Petition for Arbitration with Contel of Minnesota, Inc. d/b/a GTE Minnesota Pursuant to Section 252(i) of the Federal Telecommunications Act of 1996, 1997 Minn. PUC LEXIS 79 (Minn. Pub. Utils. Comm'n. 1997) (carriers may adopt agreements under Section 252(i) after undertaking the arbitration process, but before entry into an interconnection agreement with the LEC).

- What standards apply to determine whether separate terms of an agreement are “related.” Compare *Petition of Sprint Communications Company L.P., Pursuant to Section 252(b) of the Telecommunications Act of 1996, for Arbitration to Establish an Intercarrier Agreement with Bell Atlantic – New York*, 2000 NY PUC LEXIS 48 (NY Pub. Utils. Comm'n. 2000) (provisions of an underlying interconnection agreement are “related” if they represent *quid pro quos* negotiated in the context of the underlying agreement) with *In the Matter of Implementation of Section 252(i) of the Telecommunications Act of 1996*, 1999 Wash. UTC LEXIS 577 (Wash. Utils. Transp. Comm'n. 1999) (in order to demonstrate that terms of an underlying agreement are “related,” the LEC must demonstrate that the provisions are technically inseparable, or that separation will increase the costs of the LEC; mere *quid pro quo* is not sufficient).

These contradictory rulings emphasize the need for the Commission to issue uniform standards and guidelines that will eliminate the patchwork of inconsistent rulings with which requesting carriers now are faced when they seek to exercise their Section 252(i) rights. In AirTouch’s experience, inconsistent rulings of this nature can be

exploited by LECs to delay the exercise and realization of Section 252(i) rights, particularly in states which have not yet ruled on the contested point.⁹

The solution is for the Commission to resolve these conflicts by issuing uniform national policies.

IV. The Declaratory Rulings Requested By MCI Must Be Issued

The MCI Petition lays out a series of specific rulings that it seeks in order to clarify the procedures which apply to Section 252(i) adoption requests. The MCI Petition provides a compelling recitation of the variant procedures that govern requests of this nature and the manner in which the ILECs have sought to exploit the process in an effort to defeat or delay the enjoyment of Section 252(i) rights by requesting carriers.

AirTouch supports all of the specific rulings requested by MCI.¹⁰

Some of the procedural rulings requested by MCI are, in AirTouch's view, particularly important. For example, the requests for interim relief pending a state commission ruling on a LEC challenge to adoption under Section 252(i), and the request that the effective date of the adoption be deemed to relate back to the original date of the Section 252(i) request, are especially critical. Whenever agreements are allowed to go into effect only on a prospective basis after approval by a state commission, the LECs

⁹ This is especially true since there has been substantial consolidation of ILECs. Varying state decisions make regionwide agreements extremely difficult to implement.

¹⁰ MCI's Petition appears to ask the Commission to provide guidance to state commissions as if the states have the sole authority to adjudicate disputes under Section 252(i). It is AirTouch's position, supported by *AirTouch Paging v. Pacific Bell*, 1999 U.S. Dist. LEXIS 16615 (N.D.Ca. 1999) that state commissions are not the only forum where Section 252(i) complaints may be heard. Indeed, the Act provides that federal district courts, state commissions, or PUC Commissions are appropriate places for these complaints.

have powerful incentives to erect every conceivable roadblock to the adoption of the agreement. When such tactics are used, the process of adopting an agreement under Section 252(i) can drag on for many months.¹¹ The most powerful vehicle to prevent these delay tactics is to create a process where the effective date of the finally approved agreement dates back to the date of the original request. In such case, neither party will have any incentive to delay.

The Commission itself has adopted and recognized the benefit of interim arrangements and “relate back” provisions in other analogous contexts. For example, Section 51.715 of the FCC Rules establishes interim transport and termination pricing standards to govern interconnecting carrier arrangements pending the negotiation of a voluntary agreement, and also provides that the effective date of adjudicated rates shall relate back to the initial date of the interconnection request. In adopting these safeguards, the Commission correctly recognized that these provisions reduce the incentive for LECs to delay reaching voluntary agreements. The same rationale supports the MCI request that provisions adopted under Section 252(i) be given interim and, in some instances, retroactive effect.

AirTouch also agrees that a requesting carrier’s right under Section 252(i) to adopt a previously approved interconnection agreement is not subject to state commission approval. *See* MCI Petition, Section II. Section 252 requires only two types of

¹¹ AirTouch has particular experience with the problem identified by MCI. The Commission’s Rules can be construed to limit the relief for negotiated agreements for paging carriers to prospective relief only. As a direct result it has taken paging carriers longer than any other segment of the telecommunications industry to negotiate interconnection agreements under the 1996 Act and most of the delay is directly related to this particular rules applicable to paging carriers.

agreements to be approved - those voluntarily negotiated under Section 252(a) or those arbitrated under Section 252(b). An agreement adopted under Section 252(i) is neither negotiated nor arbitrated and thus does not need to be filed with, or approved by, the state commission. The text of the rule governing the approval of agreements -- Section 252(e) -- also supports this analysis. Section 252(e) provides that “Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission.” (emphasis added). The references to negotiation and arbitration clearly refer back to Sections 252(a) (negotiation) and 252(b) (arbitration) of the provision. Since an agreement entered into under Section 252(i) is neither negotiated or arbitrated, it need not be approved under Section 252(e).¹²

Thus, in AirTouch’s view, the only time that an agreement entered into under Section 252(i) would be subject to state approval would be if the requesting carrier exercised its “pick and choose” rights, or sought an agreement that the LEC disagreed could be adopted pursuant to Section 252(i) because it imposed costs on the LEC in excess of those incurred under the approved agreement. These situations can result in a new agreement reflecting a different bundle of rights than in the prior agreement. There is a public interest benefit in having agreements of this nature approved by the state commission so that the eligibility of these agreements for subsequent Section 252(i) adoption requests is assured. The procedures proposed by MCI to assure that the

¹² Of course, many states have procedures where all interconnection agreements must be filed with the state and this would not preclude a state from requiring such 252(i) agreements to be filed. Such filing requirements may be in the public interest, but would not be pursuant to Section 252. Such a filing requirement, however, should not be deemed state commission approval - - especially if the agreement itself provides that the agreement is only effective upon state commission approval - - because the effective date should be the date of adoption.

approval of such agreements proceeds expeditiously merit the Commission's favorable consideration.

V. The Declaratory Ruling Should Establish Other Substantive and Procedural Standards Under Section 252(i)

The issues raised by the MCI Petition are conceptually related to certain substantive issues that already are pending before the Commission in another proceeding. In its *Notice of Proposed Rulemaking* ("NPRM"), FCC 99-38, released February 26, 1999 in CC Docket Nos. 96-98 and 99-68, the Commission sought comment, *inter alia*, on "whether and how Section 252(i) and MFN [most-favored-nation] rights affect the parties' ability to negotiate or renegotiate interconnection agreements." *NPRM*, para. 35. The earlier *NPRM* generated considerable comment on the manner in which Section 252(i) rights were being invoked in the marketplace. Several parties, including AirTouch, filed extensive comments on the point, and made many concrete proposals to the Commission as to how it could further protect and advance the meaningful exercise of Section 252(i) rights. AirTouch submits that the portion of the record in the earlier proceeding pertaining to Section 252(i) should be incorporated into this proceeding, and that the resulting declaratory ruling be expanded to encompass all the relief required in the public interest to promote the prompt and effective exercise of Section 252(i) rights.

To this end, AirTouch hereby incorporates by this reference the Comments it filed on April 12, 1999 in response to the *NPRM*. In brief summary, the referenced comments asked the Commission to issue guidelines under Section 252(i) confirming several important points: (1) in the absence of special circumstances, LECs should not be allowed to insist upon the negotiation of a confidentiality agreement prior to responding

substantively to a Section 252(i) adoption request; (2) a requesting carrier who adopts another carrier's agreement under Section 252(i) is not automatically bound by voluntary amendments to the original agreement; (3) an interconnecting carrier may use Section 252(i) to incorporate more favorable terms into an existing interconnection agreement; (4) a requesting carrier seeking relief for a violation by a LEC of obligations under Section 252(i) is not required to follow the formal arbitration procedures specified in Section 252(b) of the Act; and (5) the Commission should set benchmarks quantifying the "reasonable time" and "unreasonable delay" standards in Section 51.809 of the rules.¹³ As was pointed out by AirTouch in these comments, guidelines of this nature will reduce the prospect that efforts to exercise Section 252(i) rights are delayed by collateral issues.

Issuing substantive guidelines as proposed above would have the same beneficial effect as the rulings MCI is seeking. Needed clarity would be brought to the Section 252(i) process and the opportunities for LECs to foster delay by raising extraneous issues would be reduced if not eliminated. Accordingly, substantive guidelines would serve the public interest.

AirTouch also asks the Commission to consider whether there are other substantive and procedural issues that should be addressed by the Commission in the forthcoming guidelines. For example, the Commission should consider: (1) establishing deadlines the state commissions must meet in reaching decisions or addressing challenges to the adoption of agreements or particular elements pursuant to pick and choose; (2)

¹³ AirTouch agrees with MCI that the reasonable time test is more properly characterized as a test of whether the requested interconnection is still available and the price is still appropriate.

establishing a rebuttable presumption that a telecommunications carrier is entitled to adopt a requested agreement, with the LEC having the burden of proof that the costs to provide the requested agreement or particular elements are different; (3) requiring the ILEC to show by clear and convincing evidence that the costs it will incur in an adopted agreement materially differ from the costs in the original arrangement for the element that is sought to be “opted-into;” and (4) requiring costs to be determined on an element by element basis, rather than looking to the aggregate costs incurred under the sought-after interconnection arrangement. Adoption of additional standards along these lines also will serve to speed the introduction of competition by limiting LEC opportunities to delay the exercise of Section 252(i) rights.

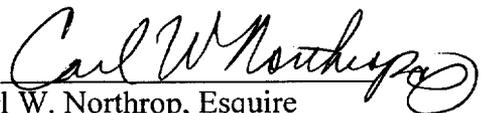
VI. Conclusion

AirTouch supports MCI’s Petition and respectfully requests that the Commission act expeditiously to issue a ruling in accordance with these Comments.

Respectfully submitted,

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