

DOCKET FILE COPY ORIGINAL

RECEIVED

JUL - 9 2001



Mark A. Keffer
Chief Regulatory Counsel
Atlantic Region

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Room 3-D
3033 Chain Bridge Road
Oakton, VA 22185-0001
703 691-6046
FAX 703 691-6093
EMAIL mkeffer@att.com

July 9, 2001

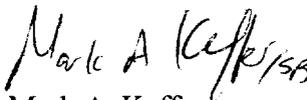
Magalie R. Salas, Esq.
Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, DC 20554

Re: CC Docket No. 00-251 /
In the Matter of Petition of AT&T Communications of Virginia, Inc., TCG Virginia, Inc., ACC National Telecom Corp., MediaOne of Virginia and MediaOne Telecommunications of Virginia, Inc. for Arbitration of an Interconnection Agreement With Verizon Virginia, Inc. Pursuant to Section 252(e)(5) of the Telecommunications Act of 1996

Dear Ms. Salas:

Enclosed please find AT&T's Opposition to Verizon Virginia's Motion to Dismiss or, in the Alternative, To Defer Consideration of Certain Issues. A copy of this letter, with attachments, is being served today on Verizon-Virginia, Inc. by hand delivery.

Sincerely yours,


Mark A. Keffer

cc: Service List

No. of Copies rec'd 013
List A B C D E

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of)	
Petition of AT&T Communications)	
of Virginia, Inc., Pursuant)	
to Section 252(e)(5) of the)	
Communications Act, for Preemption)	CC Docket No. 00-251
of the Jurisdiction of the Virginia)	
State Corporation Commission)	
Regarding Interconnection Disputes)	
with Verizon Virginia, Inc.)	

**AT&T's OPPOSITION
TO VERIZON VIRGINIA, INC.'s
MOTION TO DISMISS OR, IN THE ALTERNATIVE,
TO DEFER CONSIDERATION OF CERTAIN ISSUES**

Verizon's Motion to Dismiss ignores an essential fact: the Telecommunications Act of 1996 expressly permits AT&T to raise in its Petition for Arbitration any matter at issue in the negotiation of an interconnection agreement. The Act authorizes carriers involved in the negotiations to "petition a State commission to arbitrate *any open issues.*"¹ The Act further obligates the State commission, in this case the FCC,² to "resolve each issue set forth in the petition...." That fact alone is reason enough to reject Verizon's Motion out of hand.

Verizon's Motion fails to explain how, under the Act, AT&T's rights to raise "any open issues" in its arbitration petition can, or should, be limited or constrained to

¹ 47 U.S.C. 252(b)(4)(C); 47 U.S.C. 252(b)(1) (emphasis supplied).

² Upon the Virginia SCC's refusal to arbitrate issues in dispute between AT&T and Verizon, this Commission preempted the Virginia Commission pursuant to § 252(e)(5) of the Act. *Petition of AT&T Communications of Virginia, Inc. for Preemption of Jurisdiction of the Virginia State Corporation Commission Pursuant to Section 252(e)(5) of the Telecommunications Act of 1996 and for Arbitration of Interconnection Disputes with Verizon-Virginia, Inc.*, Memorandum Opinion and Order, CC Docket No. 00-251, DA 01-198 (Com. Car. Bur. rel. Jan. 26, 2001);

matters that, in Verizon's sole view, are unrelated to issues this Commission or the Virginia SCC may have under consideration in rulemakings or other proceedings. Verizon also fails to explain how Verizon and AT&T will be able to execute and, more importantly, to implement, an interconnection agreement with gaps and holes on the issues Verizon proposes to dismiss or defer. Indeed, Verizon's Motion fails to present any reasons or arguments adequate to justify dismissal or deferral of the eight issues Verizon identifies in its Motion.

Verizon argues that AT&T is attempting to have the Commission "revisit and amend or reverse rules it has already promulgated or to prejudge issues that are pending before this Commission" in ways that violate "bedrock principle[s] of administrative law."³ Verizon's accusations, however, are wrong on both the law and the facts and reflect a fundamental misunderstanding of the purposes of the Act and the arbitration process in particular.

For one thing, AT&T is not, as Verizon suggests, asking the Commission to use this arbitration process to establish new regulations or implement sweeping changes in its rules.⁴ Rather, *AT&T is merely arbitrating the unresolved issues and related contract terms between Verizon and itself* in accordance with the provisions of the Telecommunications Act of 1996 and the Commission's rules implementing the Act. AT&T is asking the Commission, pursuant to its preemption of the Virginia State

³ Verizon Motion to Dismiss at 5.

⁴ Thus, the cases that Verizon cites involving agency adjudications instead of rulemaking proceedings are wholly inapposite to the instant arbitration. Moreover, this proceeding does not involve "inconsistent and misleading representations to those regulated" (*cf. Pfaff v. Department of Housing and Urban Development*, 88 F.3d 739, 748 (9th Cir. 1996)) or "interpretation[s] ... so far removed from any established definition ... as [to be] plainly erroneous" (*cf. C.F. Communications Corp. v. FCC*, 128 F.3d 735, 739 (D.C. Cir. 1997)).

Corporation Commission, to rule on disputed interconnection agreement terms. Nothing more, nothing less.

In this regard, the Commission is in the same position as any state commission presented with issues for arbitration – it must, as required by the Act, resolve those issues pursuant to the Act and the Commission’s national rules, irrespective of whether the Commission may be considering changes, clarifications or amendments to those rules. The state arbitrator, the Commission in this case, must resolve the issues put before it. Here AT&T is not asking the Commission to change or reverse its rules, only that it determine the appropriate contract language in light of those rules.

Verizon cannot reasonably argue that arbitration is unnecessary to resolve disputes in those instances where the Commission’s rules are already firmly established.⁵ Those rules, in and of themselves, merely provide the framework for interrelationships between ILECs and CLECs. It is the arbitration process, and the interconnection agreements that result from that process, that put the necessary “meat on the bones” to implement the Commission rules. Moreover, it bears noting that nothing prevents state commissions – and the FCC acting in lieu of the state commission in this proceeding – from going beyond the minimal requirements of the Commission’s national rules to

⁵ In fact, in other arbitrations with AT&T, Verizon itself raised as unresolved issues some of the very same matters it now argues should be deferred or dismissed. *See, e.g.,* Verizon’s Supplemental Issues lists, filed November 7, 2000, in *Application of AT&T Communications of Pennsylvania, Inc., et al.*, Docket No. A-310125F0002, et al. PA Public Utility Commission; January 25, 2001 in *Application of AT&T Communications of NJ, L.P., et al.*, Docket No. TO00110893, NJ Board of Public Utilities, February 20, 2001, *Application of AT&T Communications of Maryland, Inc., et al.*, Case No. 8882, MD Public Service Commission (raising issues related to unbundled local switching, combinations, and line sharing and splitting).

promote competition in that state, so long as the additional requirements are not inconsistent with those rules.⁶

At bottom, the arbitration process, and the attendant requirements, are no different for the issues Verizon would seek to delay or defer. Even though the Commission may be revisiting its rules on some matters, the fact is that state arbitrators, as well as the Commission in this proceeding, have an obligation to resolve the issues before them, based on the Commission rules effective at the time of the arbitration.

The same principle holds true for matters that are pending before the Virginia SCC. While it is true, as Verizon suggests, that the Virginia SCC is considering at least one of the issues being raised in this arbitration, *i.e.*, Virginia-specific performance metrics and incentives, there is no firm date for SCC action on that matter. In the meantime, AT&T wants to enter an interconnection agreement with Verizon reflecting, for example, appropriate performance metrics and incentives. By raising the issue in arbitration, AT&T has now established a firm deadline for decisions.⁷ The results of those decisions will become part of the interconnection agreement, irrespective the timetable the Virginia SCC establishes for its own work.

Verizon is equally wrong to argue that AT&T wants this Commission to “prejudge” pending rulemaking proceedings. Instead, AT&T is seeking to have the Commission establish appropriate contract terms, based on the Act and applicable Commission rules, to govern the relationship between AT&T and Verizon.

⁶ See 47 C.F.R § 51.317 (state commission has authority to “require the unbundling of additional network elements” when presented with a supporting record consistent with standards set forth therein).

⁷ That does not mean, however, that AT&T and Verizon would be precluded from reflecting the results of subsequent SCC decisions in their interconnection agreement, either as a result of further negotiations or through the change of law provision.

That is not to say that the arbitration process should not recognize the potential for changes in Commission rules. It is not at all unusual for parties to implement contract terms acknowledging that changes in Commission rules may necessitate changes in contract terms. This is precisely the reason for the “change in law” provision found in both the current interconnection agreement and the contract terms proposed by both AT&T and Verizon. These “change in law” provisions are, of course, a practical necessity. If state commissions, or in this case this Commission, were to defer consideration of properly presented arbitration petitions until the Commission decided all issues on a national basis, competitors would likewise have to wait to implement their interconnection agreements. The resulting delay would only benefit Verizon.

Until AT&T is able to present its evidence, through testimony and appropriate examination of Verizon’s submissions, to explain why its proposals and contract terms are appropriate for Virginia, it would be premature for the Commission to find that AT&T’s positions are so at odds with Commission precedent to warrant dismissal. AT&T needs a full and fair opportunity to present its case before the Commission should even consider ruling on Verizon’s request.

AT&T is not unmindful of the fact that some issues, such as access to entire loops in a Next Generation Digital Loop Carrier architecture, will be addressed by the Commission in the near future. For those issues AT&T agrees with Verizon, in part, that some accommodation should be made in the *current schedule* to give the parties an opportunity to address the changes, if any, that result from those decisions. Here again, however, that does not mean that the issues should be dismissed, or even deferred indefinitely. It only means that the parties should be given time to digest the Commission

decisions and reflect them in their advocacy. The July 10th Status Conference will give the parties an opportunity to determine how those issues are best addressed within the Commission's existing arbitration schedule.

A. None Of The Specific Issues Raised By Verizon Should Be Dismissed From This Proceeding.

1. The Commission Needs To Address In This Arbitration The Details Of How AT&T And Verizon Will Be Compensated For Terminating ISP-Bound Traffic Originated By The Other Party.

Although FCC ruled that ISP-bound traffic will not be subject to the reciprocal compensation going forward, Verizon overstates its position when it suggests that “resolution of *any* issues concerning ISP reciprocal compensation would be inappropriate. . .” in this arbitration.⁸ The *ISP Remand Order*'s preemption of state commission decisions is limited to specific compensation issues (*e.g.*, the appropriate rate levels, growth caps, inbound-to-outbound ratios) related to ISP-bound traffic.⁹ State commissions (or in this case, this Commission acting for the Virginia Commission), however, retain broad authority to address other inextricably tied issues, most particularly those issue concerning implementation of the *ISP Remand Order*. These implementation issues will directly affect how much traffic is ultimately considered “local” and thereby eligible for reciprocal compensation treatment pursuant to the terms of the interconnection agreement between Verizon and AT&T. Accordingly, intercarrier compensation issues should remain an integral part of this arbitration.¹⁰

⁸ Verizon Motion to Dismiss at 9 (emphasis added). Verizon further states that “‘state commissions will no longer have authority to address this issue’ in section 252 arbitrations.” *Id.*

⁹ *ISP Remand Order* at ¶ 82.

¹⁰ AT&T is presently developing contract terms that it believes are appropriate to implement the *ISP Remand Order*, and will present them to Verizon for consideration in due course.

First, the interconnection agreement should specify precisely which traffic counts as “inbound” and “outbound” for the FCC’s 3:1 ratio. For example, should “transit traffic” count when calculating the ratio? The determination of how to perform the calculation of the inbound-to-outbound ratio directly impacts how much traffic remains eligible for reciprocal compensation under section 251(b)(5). Accordingly, the methodology for determining the calculation of the 3:1 ratio needs to be carefully defined in the interconnection agreement and, thus, should remain an issue to be resolved in the arbitration.

Second, the *ISP Remand Order* provides that the rate caps for ISP-bound traffic apply only if the ILEC offers to exchange all § 251(b)(5) traffic at the same, lower rate.¹¹ This “mirroring” rule will affect the rates and rate structure for *all* traffic now eligible for reciprocal compensation and all ISP-bound traffic. The implementation of the mirroring rule must be specifically addressed in the interconnection agreement between the parties and therefore should also be resolved here.

Third, the *ISP Remand Order* imposed a cap on the total number of ISP-bound minutes for which a carrier may receive compensation on an annual basis going forward.¹² The baseline for the growth cap, the first quarter of 2001, directly affects how much traffic is eligible for both reciprocal and ISP compensation on a going forward basis. Accordingly, the interconnection agreement must address these critical procedures for calculating, and auditing as necessary, this baseline traffic.

¹¹ *ISP Remand Order* at ¶ 89.

¹² *Id.* at ¶ 78.

Fourth, state commissions will have a direct role in identifying whether traffic is ISP-bound and thereby eligible for reciprocal compensation treatment.¹³ Thus, when a state commission determines whether traffic is ISP-bound traffic, it is, in essence, deciding the amount of traffic still eligible for reciprocal compensation under § 251(b)(5).

Finally, and very significantly, the *ISP Remand Order* is on appeal to the United States Court of Appeals for the District of Columbia Circuit.¹⁴ In anticipation of the possibility that the D.C. Circuit may overturn, vacate or otherwise modify the *ISP Remand Order*, the interconnection agreement needs to contain some mechanism to accommodate the Court's decision. Such a provision in the interconnection agreement is essential to preserve the rights of both AT&T and Verizon.

In sum, while AT&T's original issue of whether carriers are entitled to reciprocal compensation for terminating ISP-bound traffic was addressed in the *ISP Remand Order*, many of the critical implementation issues need to be addressed in the parties' interconnection agreement pending before the Commission in this proceeding. Accordingly, the intercarrier compensation issues raised by AT&T's Petition for Arbitration should not be dismissed.

¹³ *Id.* at ¶ 79. The *ISP Remand Order* recognized that when a carrier wishes to challenge the presumption that all traffic in excess of the 3:1 ratio was ISP-bound, it must make such a challenge to the *state commission* – not the FCC. Indeed, the order provides that if a carrier were able to meet that burden, “the *state commission* will order payment of the state-approved or state-arbitrated reciprocal compensation rates for that traffic” *ISP Remand Order* at 79 (emphasis added). The order further explains that LECs remain obligated to pay the presumptive rates “subject to true-up upon the conclusion of *state commission* proceedings.”

¹⁴ See Petitions for Review of AT&T, Worldcom and Sprint, filed May 30, 2001, D.C. Cir.

2. The Commission Needs To Determine How Verizon Will Be Required To Provide UNE Combinations In Virginia.

AT&T is not asking this Commission to rewrite the rules on “currently combined” UNEs. Rather, AT&T is asking this Commission to determine whether it is in the best interests of Virginia for Verizon to provide UNEs in ways that go beyond the Commission’s basic national rules.

Without question, a state commission, and the Commission here, may impose obligations above and beyond those contained in the Act or the Commission’s regulations. Federal regulations are the floor, not the ceiling.¹⁵ Based on the Virginia state-specific record which will be developed in this proceeding, if the Commission finds that Virginia would be best served by requiring Verizon to provide UNEs which are, for example, “regularly combined,” although not necessarily “currently combined,” the Commission may do so.

Verizon’s claims to the contrary notwithstanding, the 8th Circuit’s decision¹⁶ does not bar the Commission in this case. Virginia is not in the 8th Circuit, and the FCC is no more bound by the 8th Circuit’s decision than would be the Virginia SCC if it were hearing the case. Other state commissions, facing this same issue, have interpreted “currently combined” to mean “ordinarily combined” in the ILEC’s network, notwithstanding the 8th Circuit.¹⁷

¹⁵ See 47 C.F.R. § 51.317(d).

¹⁶ *Iowa Utilities Board v. FCC*, 120 F.3d 753, 813 (8th Cir. 1997), *rev’d in part, aff’d in part*, 525 U.S. 366 (1999); *Iowa Utilities Board v. FCC*, 219 F.3d 744, 759 (8th Cir. 2000), *cert. granted*, 121 S. Ct. 877 (2001).

¹⁷ See *In the Matter of the PETITION BY AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, INC. FOR ARBITRATION OF CERTAIN TERMS AND CONDITIONS OF A PROPOSED AGREEMENT WITH GTE SOUTH INCORPORATED CONCERNING INTERCONNECTION AND RESALE UNDER THE TELECOMMUNICATIONS ACT OF 1996, CASE NO. 96478, KY Public Service Commission, May 13, 1999; see also* Petition by AT&T Communications of the Southwest, Inc. for

Even if the Commission were unwilling to impose additional UNE combination obligations on Verizon to further the development of competition in Virginia, there are additional reasons to reject this aspect of Verizon's Motion to Dismiss. For one thing, the federal regulations do not address all of the sub-issues that AT&T has raised. Moreover, the parties have not agreed to contract language to implement the current Commission requirements, so that even if the Commission were to adopt Verizon's substantive argument (which it should not), there would still be a need to address the associated contract language issues in this arbitration. That alone is sufficient reason to deny Verizon's motion to dismiss.

3. The Commission Needs To Address UNE Conversion Issues In This Arbitration.

The Commission's decision regarding use restrictions and conversion of special access services to UNEs¹⁸ do not resolve the issues raised in this arbitration proceeding. At a minimum, there are issues of interpretation of the Commission's existing orders that must be resolved here so that the parties can have contract language that will reflect the Commission's existing order. Regardless of whether or not the Commission revises its current restrictive rules on converting access lines to UNE combinations, a number of operational and implementation issues need to be resolved by the Commission to avoid limiting the ability of AT&T to make such conversions. For example, among these implementation issues are the following: (1) That the physical reconfiguration of circuits should only occur when requested by AT&T; (2) That conversion of charges to UNE combinations should not be delayed because of Verizon's failure to implement

Compulsory Arbitration of Unresolved Issues with Southwestern Bell Telephone Company Pursuant to § 252(b) of the Telecommunications Act of 1996 Docket No. 97-AT&T-290-ARB, November 4, 1999.

conversions from special access in a timely fashion; (3) That conversion of an access service to a UNE combination should not result in either a degradation of quality or require replacement of OSS previously supporting the service configuration; and (4) That pricing plan termination penalties must not become a tool to limit conversions to UNE combinations.

4. The Unbundled Switching Issue Should Not Be Dismissed.

AT&T does not seek to “reverse the UNE Remand Order” with regard to unbundled local switching.¹⁹ AT&T seeks, first, clarification of the existing unbundled local switching exception as well as, second, decisions on contractual terms and conditions that will be critical to AT&T’s ability to provide competitive service throughout Virginia. For example, decisions are necessary regarding the interpretation of the FCC’s “3-line” rule, which will be critical if the FCC affirms the current limit.

Additionally, consistent with its authority under 47 C.F.R. § 51.317, the Commission could modify the exception if presented with a record supporting such a conclusion. Having properly raised the issue in its Petition, AT&T should not be foreclosed from the opportunity to develop such a record.

5. Line Sharing And Line Splitting Issues Need to be Addressed.

As with the other issues Verizon seeks to dismiss, here, too, the Commission has issued orders that address many of the larger issues regarding line sharing and line splitting.²⁰ However, the Commission has not resolved all of the issues needed to

¹⁸ See *In re Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, Supplemental Order, CC Docket No. 96-98, 15 F.C.C.R. 9587 1760 (1999).

¹⁹ Verizon Motion to Dismiss at 14.

²⁰ *In re Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, and *In re Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, Third Report and Order On Reconsideration in CC Docket No. 98-147, Fourth Report and Order On Reconsideration In CC Docket No. 96-98, Third Further

implement these capabilities. For example, the *Line Sharing Reconsideration Order* identifies fiber subloop unbundling and dark fiber as two of the ways a CLEC can get its signals back to the central office, but that order has presented many issues related to the support required to make line sharing and line splitting viable competitive options. This includes issues such as the type and quality of the support processes Verizon must provide for line sharing and line splitting (including the support that will be provided for associated voice services), when such support capabilities will be available in both manual and mechanized modes, whether AT&T must pre-qualify all DSL loops, whether Verizon must supply splitters to AT&T, and the terms under which Verizon and its affiliate VADI must allow resale of its DSL services.

Moreover, contrary to Verizon's claim, the fact that a particular set of contract terms has satisfied § 271 does not mean (even if true) that they are the sole means of implementing the associated obligations. In the context of an arbitration, AT&T is entitled to propose alternative contract language, especially if the Verizon terms can be shown to create ambiguities, the potential for disputes, or operational issues to which AT&T cannot agree.

Once again, Verizon's concerns that the FCC may issue a supplemental order during the pendency of this proceeding or of the interconnection agreement negotiations do not merit dismissal of this issue. Should such an order issue as the arbitration is proceeding, the effects of its terms could be briefed before a final decision in the

Notice of Proposed Rulemaking in CC Docket No. 98-147, and Sixth Further Notice of Rulemaking in CC Docket No. 96-98, FCC 01-26 (rel. Jan. 19, 2001); *In re Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147 and *In re Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, Order on Reconsideration and Second Further Notice of Proposed Rulemaking in CC Docket No. 98-147 and Fifth Further Notice of Proposed Rulemaking in CC Docket No. 96-98, 15 F.C.C.R. 17806 (2000) ("*Fifth Further NPRM*").

arbitration is issued. Otherwise, any necessary revisions can be incorporated into the interconnection agreement in accordance with the change of law provision.

6. Collocation Issues Relating To The Provision Of Advanced Services Should Not Be Dismissed.

The Commission announced only last Thursday that it plans to address these issues at its meeting on July 12. Therefore, this issue should obviously remain part of this proceeding, and the Commission and the parties should take this into account in scheduling the remainder of this arbitration in order to afford them sufficient opportunity to negotiate mutually agreeable tariff language, as envisioned in the Collocation Settlement Agreement. If these negotiations do not result in acceptable language, the parties should be permitted to brief, in this arbitration, any issues that arise in light of the Commission's decision.

7. The Dismissal Of Issues Related To Performance Metrics Is Not Appropriate At This Time.

At this point, it appears that the VA Collaborative Committee is close to consensus regarding the use of metrics and standards currently used in New York and as they may be amended from time to time, as the metrics/standards for Virginia.²¹ However, as noted in AT&T's Petition, in the event that the Collaborative process falters, AT&T would need to rely on this arbitration to set metrics/standards. While AT&T would certainly prefer to come to a collaborative consensus regarding the use of New York metrics and standards, the fact that the process is under way is no basis for dismissing the issue unless and until the matter is finally resolved.

Moreover, while there is indeed some prospect for agreement on metrics and standards, there is virtually no such possibility on issues regarding performance

consequences or remedies. Thus, dismissing the remedies issue would be inappropriate, for at least two reasons. First, AT&T and Verizon are far apart on the remedies, as are other parties to the Collaborative. Judging by past experience in collaborative proceedings in other Verizon states, there is almost no chance that the Collaborative will be able to reach agreement on a set of remedies. Moreover, the Virginia Commission has not said whether or not it will be willing to impose remedies on Verizon in the absence of an agreement, or to impose a set of remedies different from those that Verizon is willing to accept. Therefore, it is not at all clear when and to what extent — or even if — the Virginia SCC will consider or resolve critical issues regarding such remedies.

Second, there is nothing to suggest that a state's generic remedies regime has to be the exclusive recourse available to CLECs. Indeed, in the New York 271 Order, the Commission explicitly relied on a combination of remedies from the NYPSC and individual ICAs, as well as the NYPSC's and the Commission's power to impose additional penalties in response to complaints or on their own initiative. It was this combination of remedies that persuaded the Commission to find that the total package of remedies in New York was adequate to ensure non-discriminatory service from Verizon and to preclude backsliding once Verizon was granted 271 authority. These same considerations apply in Virginia.

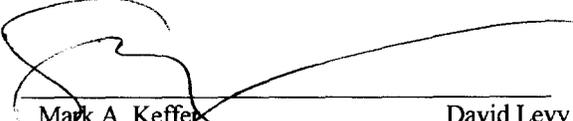
Given that the Virginia Collaborative's and the Virginia SCC's resolution of the remedies issues is unknown at this time, these issues should not be dismissed from this Arbitration.

²¹ See AT&T Petition at 245-46.

CONCLUSION

Verizon's attempt to dismiss issues properly raised in this proceeding should be rejected out of hand. AT&T is entirely within its rights under the Act to present these issues for resolution and to have them resolved. Anything less would leave AT&T without the rates, terms or conditions needed to transform policy decisions into contractual agreements and to resolve implementation issues which the Commission, acting in its capacity to establish national policy, may not have addressed for Virginia. Accordingly, the Commission should not dismiss Issues I-5, III-6, III-7, III-9, III-10, III-14, IV-28, and IV-130 from this proceeding.

Respectfully submitted,



Mark A. Keffer
G. Ridgley Loux
Ivars V. Mellups
Michael A. McRae
Stephanie Baldanzi
AT&T
3033 Chain Bridge Road
Oakton, Virginia 22185
703 691-6046 (voice)
703 691-6093 (fax)

David Levy
Sidley & Austin
1722 Eye Street, N.W.
Washington, DC 20006
202 736-8214 (voice)
202 736-8711 (fax)

Richard Rubin
AT&T
295 N. Maple Avenue
Basking Ridge, NJ 07920
908 221-4481 (voice)
908 221-4490 (fax)

Matthew Nayden
Ober, Kaler, Grimes & Shriver
120 E. Baltimore St.
Baltimore, MD 21202
410 347-7328 (voice)
410 347-0699 (fax)

Ellen Schmidt
AT&T
99 Bedford Street
Boston, MA 02111
617 574-3179 (voice)
617 574-3274 (fax)

July 9, 2001

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of)
Petition of AT&T Communications)
of Virginia, Inc., Pursuant)
to Section 252(e)(5) of the)
Communications Act, for Preemption)
of the Jurisdiction of the Virginia)
State Corporation Commission)
Regarding Interconnection Disputes)
with Verizon-Virginia, Inc.)
)

CC Docket No. 00-251

CERTIFICATE OF SERVICE

I hereby certify that on this 9th day of July, 2001, a copy of AT&T's Opposition to Verizon Virginia's Motion to Dismiss or, in the Alternative, To Defer Consideration of Certain Issues in Docket CC No. 00-251 was hand delivered or sent via overnight delivery to:

Dorothy Attwood, Chief
Common Carrier Bureau
Federal Communications Commission
Room 5-C450
445 12th Street, S.W.
Washington, D.C. 20544

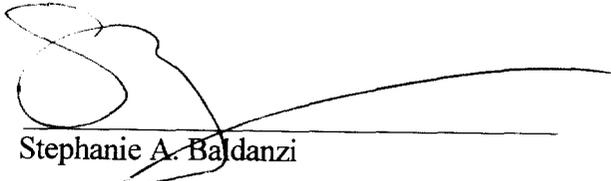
Jodie L. Kelley, Esq.
Jenner and Block
601 13th Street, NW
Suite 1200
Washington, DC 20005
(for WorldCom)

Jeffrey Dygert
Assistant Bureau Chief
Common Carrier Bureau
Federal Communications Commission
Room 5-C317
445 12th Street, S.W.
Washington, D.C. 20544

Jill Butler
Vice President of Regulatory Affairs
Cox Communications, Inc.
4585 Village Avenue
Norfolk, Virginia 23502

Katherine Farroba, Deputy Chief
Policy and Program Planning Division
Common Carrier Bureau
Federal Communications Commission
Room 5-B125
445 12th Street, S.W.
Washington, D.C. 20544

Karen Zacharia, Esq.
Verizon, Inc.
1320 North Court House Road
Eighth Floor
Arlington, Virginia 22201


Stephanie A. Baldanzi