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1 July 2004

Marlene Dortch
Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington D.C. 20554

Re: WCB Docket Nos. 01-338, 96-98, 98-147,

Dear Ms. Dortch:

On Thursday, July 1, 2004, the undersigned, on behalf of the Association for Local Telecommunications Services (ALTS) met with Commissioner Jonathan Adelstein and Scott Bergmann, Legal Advisor, in reference to the dockets listed above. In response to a question from Commissioner Adelstein, ALTS reiterated its opposition to the Commission's proposal to modify its interpretation of section 252(i) of the Telecommunications Act of 1996. ALTS argued that the Commission should not adopt its tentative conclusion in the so-called "pick and choose" NPRM and thereby reverse its prior conclusion that competitive carriers are entitled, pursuant to the plain of language of section 252(i) of the Act, to opt-in to specific portions of interconnection agreements. Such a reversal carries benefits solely for incumbents, not competitive carriers, as evidenced by the record before the Commission.

In particular, ALTS pointed out that eliminating the opt-in obligation as to arbitrated interconnection agreements serves absolutely no policy benefit. Because arbitrated agreements are, by definition, agreements for which ILECs and CLECs did not reach a negotiated solution, the availability of pick and choose could not have served as a deterrent to reaching agreement. Indeed, the availability of pick and choose for arbitrated, but not negotiated, agreements, would (contrary to ILEC representations) arguably provide more, not less, incentive for carriers to negotiate, and thus immunize their agreements from pick and choose. Moreover, the absence of pick and choose availability for arbitrated agreements would force state commissions, ILECs and CLECs

to go through the process of re-arbitrating the exact same issues over and over again, given that the ILEC has already demonstrated an unwillingness to agree to that particular provision. Finally, ALTS argued that, at minimum, the Commission must permit carriers to opt-in to individual provisions of interconnection agreements entered into between ILECs and their affiliates. In the absence of such a requirement, ILECs will be able to include poison pill-type provisions in affiliate agreements in order to deny CLEC access.

Respectfully submitted,

/s / Jason Oxman

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