Exhibit 1652

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

In the Matter of		
Qwest Communications International Inc.	)	WC Docket No. 02-89
Petition for Declaratory Ruling On the Scope of the Duty to File and Obtain Prior Approval of Negotiated Contractual Arrangements Under Section 252(a)(1)	)	

OPPOSITION OF AT&T CORP. TO PETITION FOR DECLARATORY RULING OF QWEST COMMUNICATIONS INTERNATIONAL INC.

David Lawson
Joseph Guerra
Jackie Cooper
Sidley Austin Brown & Wood, LLP
1501 K Street, N.W.
Washington, DC 20005

Mark C. Rosenblum
Lawrence J. Lafaro
Dina Mack
AT&T Corp.
295 North Maple Avenue
Basking Ridge, NJ 07920

May 29, 2002

Exhibit 1652

TABLE OF CONTENTS

Page

Exhibit 1652

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

In the Matter of		
Qwest Communications International Inc.	)	WC Docket No. 02-89
Petition for Declaratory Ruling On the Scope of the Duty to File and Obtain Prior Approval of Negotiated Contractual Arrangements Under Section 252(a)(1)	)	

OPPOSITION OF AT&T CORP. TO PETITION FOR DECLARATORY RULING OF QWEST COMMUNICATIONS INTERNATIONAL INC.

Pursuant to the Commission's Notice,[1] AT&T Corp. ("AT&T") hereby opposes the Petition of Qwest Communications International, Inc. ("Qwest") for a declaratory ruling[2] authorizing it to file with state regulators only those interconnection agreements, or portions thereof, that Qwest sees fit to file.

As a matter of substance, the purported "issue" on which Qwest seeks a ruling begins and ends with Section 252 of the Telecommunications Act of 1996 ("Act"), in which Congress unequivocally directed Qwest and other incumbent local exchange carriers ("LECs") to file "[a]ny" interconnection agreement adopted by negotiation, 47 U.S.C. §§ 252(a), (e). The

[1] Public Notice, WC Docket No. 02-89 (rel. April 29, 2002).

[2] Petition for Declaratory Ruling of Qwest Communications International, Inc., WC Docket No. 02-89 (filed April 23, 2002) ("Qwest Pet.").

plain language and purpose of this section obligates Qwest and other incumbents to submit *interconnection agreements* – not merely some, or selected passages of, such agreements.

As a matter of procedure, the ruling sought by Qwest is even more flawed, and pernicious. Qwest, like other RBOCs, has since 1996 attacked the Commission at nearly every turn for attempting to perform the duties assigned by Congress under the Act, and has long claimed to champion the role of state regulators, in preference to federal authority, in determining crucial aspects of the steps needed to open local markets to competition. Here, in ironic contrast, the self-styled defender of state regulatory authority is seeking to *preempt* or circumvent that authority. Moreover, Qwest takes this new position with respect to a section of the Act that explicitly assigns to state regulators the duty to ensure that all negotiated interconnection agreements are filed, and thus to ensure that the essential objective of nondiscriminatory pricing and interconnection under Sections 251 and 252 can be enforced. This is particularly disingenuous because, as is now well known, Qwest's filing occurs as state regulators and would-be competitive LECs have finally begun to unravel what appears to be a deliberate, region-wide scheme by Qwest to violate its nondiscrimination obligations by doing precisely what Section 252(a)(1) forbids: conspiring to confer secret, favorable interconnection "deals" on selected competitive LECs in exchange for their "acquiescence" in Qwest's broader regulatory agenda. The mere filing of the petition is a transparent attempt by Qwest to derail or distract the enforcement efforts that its own suspected misconduct has spawned; and granting the petition would be an unthinkable foreclosure of the prospects for local competition and the shared state and federal regulatory oversight Congress mandated to preserve it.

INTRODUCTION AND SUMMARY

Qwest apparently entered into blatantly discriminatory interconnection agreements with a selected handful of favored competitive LECs, who apparently agreed in return to acquiesce in major Qwest regulatory initiatives they had previously opposed. Qwest then concealed these interconnection agreements from state commissions (rather than file them, as the Act requires) in order to hide them from other competitive LECs (rather than offer them the same favorable interconnection terms and conditions, as the Act likewise requires). Now that state commissions have begun to uncover and investigate these arrangements, Qwest asserts a sudden need for Commission intervention to "resolve uncertainty," Qwest Pet. at 6, and to facilitate its ability to "accommodate CLEC needs," *id.* at 21.

Qwest's pretextual petition is so baseless as to be frivolous. Section 252 allows Qwest and other incumbent LECs to negotiate agreements for "interconnection, services, or network elements pursuant to section 251," but provides that "the agreement . . . shall be submitted" to the State commission. 47 U.S.C. § 252(a)(1). Qwest argues that other language in § 252(a)(1) suggests that "agreement" means something less than entire agreements, but there is, in fact, no such "uncertainty" about the scope of the section 252 filing requirement. By its plain terms, the statute requires the filing of "the agreement," not just "aspects" of agreements that incumbent LECs deem important, and certainly not, as Qwest suggests, just an itemized schedule of the charges that apply under the agreement. Section 252(a)'s mandate that agreements "include a detailed schedule of itemized charges for interconnection and each service or network element included in the agreement," is not a *limitation* on the filing requirement at all, but rather

an additional *requirement* that incumbent LECs must satisfy. *See* 47 U.S.C. § 252(a). That is why no one, including Qwest, has *ever* followed the practice that Qwest contends Congress intended: filing only the schedule of itemized charges and "a description of basic OSS functionalities," *see* Qwest Pet. at 29, and keeping the rest of the interconnection agreement secret.

Qwest's Petition therefore quickly shifts from legal arguments about what the law is to policy arguments about what the law should be. Those policy arguments are irrelevant here, and are also entirely baseless. Notably absent from Qwest's petition is any showing that state commissions have adopted inconsistent interpretations of section 252(a)'s straightforward filing requirement, that the filing requirement has prevented any competitive LECs from obtaining interconnection, services and network elements in a timely manner, or, indeed, that the filing requirement has imposed *any* undue burdens on *anyone*. Qwest proffers no such evidence because these "problems" and the "hardships" Qwest claims that it would endure if forced to follow the law and file the core documents that establish the terms and conditions upon which it has agreed to provide interconnection, services and network elements are pure fabrications. Qwest filed its petition not to address "uncertainty" in the real world, but in a gambit to seek cover for its flagrant violations of the law.

Nor do the history and purpose of the Act provide any possible basis for ignoring its plain language. Although Congress sought to promote voluntary agreements, it flatly and repeatedly prohibited the execution of discriminatory agreements. Congress balanced these twin objectives by requiring the filing of the documents that comprise negotiated interconnection

agreements, but authorizing state commissions to disapprove such agreements only if they discriminate against non-parties or are not in the public interest. These narrow grounds of review do not permit state commission "micro-management" of incumbent LEC contractual relationships with competitive LECs, and in no way discourage the voluntary negotiation of agreements that meet competitive LECs' *bona fide* needs. The filing requirement likewise does not delay implementation of such agreements (which are not invalid during the 90-day review period, as Qwest erroneously claims), and it does not impose significant compliance burdens on Qwest or anyone else.

The § 252(a)(1) filing requirement does, however, have enormous competitive significance, because it alone affords the transparency necessary to ensure that incumbent LECs do not engage in precisely the type of discrimination for which Qwest is being investigated. The filing requirement both enables competitive LECs and state commissions to detect any unlawful preferential treatment and enables the competitive LECs to exercise their § 252(i) rights to opt into favorable provisions in negotiated interconnection agreements. Neither would be possible if Qwest and other incumbent LECs were free to determine which interconnection agreement terms are filed and which remain secret.

ARGUMENT

I. QWEST'S PROPOSED CONSTRUCTION OF SECTION 252(a)(1) IS BASELESS.

Claiming that "the Act could be clearer" in "draw[ing] the line between contract terms that must go through the 90-day approval process, and those that [must] not," Qwest Pet. at 9, Qwest offers a host of misguided policy reasons why the Commission should draw a line that

Qwest claims would excuse its own chronic failure to disclose discriminatory interconnection agreements. Contrary to Qwest's claim, however, section 252 clearly and unequivocally requires the filing of *all* provisions of negotiated interconnection agreements. Moreover, Qwest's arguments all amount to a poorly disguised and utterly frivolous collateral attack on the filing requirement of the Act itself.

A. Qwest's Proposed Construction Disregards The Statute's Plain Language.

Section 252(a)(1) provides:

> Upon receiving a request for interconnection, services, or network elements pursuant to section 251 of this title, an incumbent local exchange carrier may negotiate and enter into a binding agreement with the requesting telecommunications carrier or carriers without regard to the standards set forth in subsections (b) and (c) of section 251 of this title. The agreement shall include a detailed schedule of itemized charges for interconnection and each service or network element included in the agreement. *The agreement*, including any interconnection agreement negotiated before February 8, 1996, *shall be submitted to the State commission* under subsection (e) of this section.

47 U.S.C. § 252(a)(1) (emphases added). By its plain terms, Section 252(a)(1) requires filing of "[t]he agreement," not merely the schedule of itemized charges or other portions of the agreement deemed important by the incumbent LEC. Section 252(e)(1) in turn provides that "*[a]ny* interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission," *id.* § 252(e)(1) (emphasis added), thereby precluding any notion that the filing requirement applies only to certain categories of the interconnection agreements that are negotiated pursuant to Section 251.

Contrary to Qwest's misguided "suggest[ion]," the "touchstone of Congressional intent" is therefore not section 252(a)(1)'s "reference to 'a detailed schedule of itemized charges for interconnection and each service or network element included in the agreement.'" Qwest Pet. at 10. That "reference" says nothing whatever about what incumbent LECs must file with state commissions, and instead concerns only what must be *included* in a negotiated agreement. Rather, the proper "touchstone" is the final sentence of section 252(a)(1), which unambiguously directs incumbent LECs to file "[t]he agreement" for interconnection, services or network elements negotiated pursuant to Section 251. 47 U.S.C. § 252(a)(1). *See also id.* § 252(e)(1) ("Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission"). In light of this unambiguous language, it is simply fatuous to contend that section 252(a) "can most logically be read to . . . apply to . . . only the most significant aspects of a voluntary agreement: the rates and associated service descriptions for interconnection, services and network elements." Qwest Pet. at 10. Section 252 requires the filing of "[t]he agreement" – not merely those parts of the agreement that Qwest unilaterally deems "most significant."

Indeed, the requirement that the agreement must "include" a schedule of charges undermines, rather than supports, Qwest's interpretation. In recognizing that interconnection agreements would include (and not *be*) schedules of charges, Congress made plain that agreements would also "include" *other* provisions. Yet Congress specified that it was all parts of "[t]he agreement" – whether embodied in a single document or, as is the norm, in a series of related original agreements, attachments, appendices and amendments – that must be filed, and

not merely the "detailed schedule of itemized charges" (which is generally contained in a separate attachment or appendix).[3]

Nor does the fact that the review period for negotiated agreements is longer than that for SGATs and for arbitrated agreements make it "reasonable" to pretend that Congress directed that only the rate-related aspects of negotiated agreements be filed. Qwest Pet. at 12. The private nature of negotiated agreements means that they may be crafted to the unfair advantage of the parties and to the detriment of third parties. Arbitrated agreements, by contrast, receive scrutiny from an independent third party before they are filed and, because of their broad applicability, SGATs are closely scrutinized by a wide spectrum of carriers, each of which has the ability to object to new provisions as they are put into place. The 90-day review period for

[3] In rejecting claims that pre-Act interconnection agreements are exempt from the filing requirement (notwithstanding the express reference in § 252(a)(1) to "agreements negotiated before February 8, 1996"), the Commission held in the *Local Competition Order* that: "The 1996 Act does not exempt certain categories of agreements from this [filing] requirement." *Id*. ¶ 165. Although the Eighth Circuit reversed the Commission's finding that the filing requirement applies to interconnection agreements that were "entered into" prior to the Act (as opposed to those that were "negotiated" prior to the Act, but entered into after the Act's passage), the court agreed that the obligation to file applies to *all* post-Act negotiated agreements: "[w]e hold that § 252(a)(1) applies to any agreement which was . . . both negotiated and entered into pursuant to § 251 after the Act went into effect." *Iowa Utilities Board* v. *FCC*, 219 F.3d 744, 765 (8th Cir. 2000), *reversed on other grounds*, *Verizon Communications, Inc.* v. *FCC*, 122 S.Ct. 1646 (May 13, 2002). Qwest neglects to mention either holding, but does concede that its *own* practice has been flatly inconsistent with the cramped view of the § 252(a)(2) filing obligation that it espouses here. *See* Qwest Pet. at 11 n.5 (contending that Qwest has "*voluntarily*" filed "entire negotiated agreements containing all contractual arrangements") (emphasis in original).

negotiated agreements thus affords carriers and state commissions more time to review agreements they have not previously seen.[4]

Likewise, "the fact that Section 252 itself has three different standards and processes for three different kinds of contracts: negotiated agreements, arbitrated agreements, and SGATs," Qwest Pet. at 11, lends no support to Qwest's claim. The "standard" for commission approval of a negotiated agreement is whether the "agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement" or is inconsistent with the public interest, 47 U.S.C. § 252(e)(2)(A) – *not* whether merely the "detailed schedule of itemized charges" is discriminatory. Thus, the "process" for approval of a negotiated agreement is the filing of the entire agreement, so that the state commission can determine whether the "agreement (or portion thereof)" – and not just the rate-related portion – improperly discriminates against non-party carriers.

This is not a close question. Qwest's proposed construction of § 252(a) is quite plainly impermissible, and no Commission order purporting to endorse that construction could hope to survive judicial review.

[4] In any event, it is entirely misleading to suggest that negotiated agreements undergo a longer state review process than arbitrated agreements. Arbitrations, which are conducted *by state commissions*, can take up to 9 months under the Act. *See* § 252(b)(4)(C). The arbitrated agreement is *then* subject to the 30-day approval process under section 252(e). Arbitrated agreements, therefore, involve detailed and extensive scrutiny by state commissions over a period of time that far exceeds the 90 days applicable to negotiated agreements.

II. NONE OF QWEST'S IRRELEVANT POLICY ARGUMENTS HAS SUBSTANCE.

In a patent effort to convince the Commission to ignore the statute's plain language and its critical role in promoting local competition, Qwest floats a number of policy arguments. Each is meritless (and, in the face of plain statutory language, each is irrelevant as well).

Qwest repeatedly contends that applying the filing requirement as written will lead to the "micro-management" of voluntary business relationships by state regulatory authorities. *See*, *e.g.*, Qwest Pet. at 5, 15, 22. This contention – the linchpin of Qwest's claims of undue administrative burden and regulatory delay – is entirely baseless. Under section 252(e)(2), a state commission may reject a negotiated agreement, or portion of a negotiated agreement, "only" if it finds that the agreement "discriminates" against a third party or "is not consistent with the public interest." 47 U.S.C. § 252(e)(2)(A). This narrow standard does not permit state regulators to scrutinize or micromanage the voluntary business decisions or business relationships of telecommunications carriers. Indeed, actual historical experience reveals that Qwest's concern is illusory. In the six years since the Act was enacted, countless interconnection agreements have been negotiated and reviewed by state commissions pursuant to section 252(e); virtually none has been disapproved. In short, § 252(a) is working exactly as Congress intended: the transparency facilitated by full public disclosure – combined with the other carriers' "opt in" rights under § 252(i) – provides a powerful check on the inclusion of discriminatory and anticompetitive terms in negotiated interconnection agreements.

Nor is it true, as Qwest repeatedly asserts, that requiring incumbents to file all agreements, including amendments that modify existing agreements, "would mean that in situations where an ILEC is willing to meet the needs of a particular CLEC, the CLEC might be forced to wait up to 90 days to receive the benefit of its bargain." Qwest Pet. at 17. *See also id.* at 5 (the "90-day approval process can stand as an obstacle to the ability of ILECs and CLECs to organize their relationships freely, quickly, and on an individualized basis – and to modify particular terms of those relationships – to meet the fast-changing world in which they operate"). Nothing in section 252 or any other provision of the Act provides that, until a state commission completes its review of the negotiated agreement, the parties are prohibited from abiding by the agreement's terms, and none of the authorities Qwest cites so holds.[5] And in any event, if Qwest's professed concern were not wholly contrived, it would in no way support its position here, for even under Qwest's view, at least *some* selected provisions of *some* interconnection agreements would presumably need to be filed, thus implicating the 90-day approval process.

[5] Instead, these authorities addressed the very different questions of whether a claim for damages based on a rate in a proposed agreement is "ripe" prior to the approval of the agreement (Memorandum Opinion and Order, *Global NAPs, Inc.* v. *Verizon Communications*, ¶ 23, 2002 WL 287521 (Feb. 28, 2002)); whether a district court has subject matter jurisdiction pursuant to section 252(e)(6) to review a state commission determination resolving arbitration issues prior to the submission of an agreement for state approval (*GTE Northwest Inc.* v. *Hamilton*, 971 F. Supp. 1350, 1353-54 (D. Ore. 1997)); whether a district court has subject matter jurisdiction pursuant to section 252(e)(6) to review a state commission's dismissal of arbitration petitions (*Indiana Bell Tel. Co.* v. *Smithville Tel. Co.*, 31 F. Supp. 2d 628, 635, 643-44 (S.D. Ind. 1998)); or whether the filed rate doctrine barred consumer claims under the 1996 Act for overcharges (*Goldwasser* v. *Ameritech Corp.*, 222 F.3d 390, 402 (7th Cir. 2000) and *Stein* v. *Pacific Bell*, 173 F. Supp. 2d 975, 986-87 (N.D. Cal. 2001)).

Accordingly, the 90-day approval process does not present a legal impediment to parties who would find it in their interest to begin operating under the terms of a negotiated agreement prior to state commission approval. Nor does it present a practical impediment, such as "compliance jeopardy," *see* Qwest Pet. at 9, because, as explained above, interconnection agreements are rarely – if ever – disapproved by state commissions.[6] Qwest's policy concern therefore is illusory and provides no support for its proposed construction of section 252(a)(1).

Qwest also complains about the administrative burdens of the filing requirement, both to incumbent LECs and state commissions. Qwest Pet. at 23. The short answer is that concerns about the burdens of a regulatory process cannot be a basis for ignoring a clear Congressional directive that such a process be undertaken. The imposition of some administrative burdens under the Act is unavoidable in order to ensure that new entrants in a currently monopolistic environment are not subject to discrimination.

In any event, the burden on incumbent LECs to file interconnection agreements plainly is not onerous. The best evidence of this is Qwest's concession that, notwithstanding its view that it has a duty to file only the schedule of itemized charges and "basic" OSS terms associated with its negotiated interconnection agreements, it has, in fact, long followed the practice of "voluntarily 'overfil[ing]' . . . entire negotiated agreements containing all contractual arrangements." Qwest Pet. at 11-12 n.5. If that were so, then one would expect Qwest to be able to specify the administrative hardships this volunteerism has imposed over the last six years.

[6] Indeed, Qwest concedes that it "has often implemented agreements early," before a state commission has approved them, "to accommodate CLEC needs." Qwest Pet. at 21.

Importantly in this regard, it is only the documents that comprise "the agreement" that must be filed. The first sentence of § 252(a)(1), which provides that an incumbent LEC may negotiate a voluntary interconnection agreement "[u]pon receiving a request for interconnection, services, or network elements pursuant to section 251," confirms that the agreement consists of the terms and conditions on which an incumbent LEC will provide "interconnection, services, or network elements." Accordingly, the term interconnection agreement plainly includes both an exhaustive, detailed interconnection agreement as well as agreements that establish the terms and conditions upon which interconnection, services or network elements will be made available on a going forward basis, even though they are only parts of the overall interconnection agreement. But it just as plainly does not include day-to-day business documents that are not themselves interconnection "agreements" and that do not establish new or modified terms and conditions of interconnection on a going-forward basis.

III. THE ONGOING STATE COMMISSION INVESTIGATIONS OF QWEST'S SECRET DEALS SHOULD NOT BE PREEMPTED.

Although Qwest's Petition was clearly triggered by the ongoing state proceedings and the secret Qwest deals they have uncovered, Qwest has pointedly declined to submit those agreements to the Commission or to discuss, in any meaningful detail, either the agreements or the state proceedings. As a result of a six-month investigation into potential anticompetitive conduct, the State of Minnesota Department of Commerce filed a complaint against Qwest with the Minnesota Public Utilities Commission. That complaint alleged that Qwest had entered into a series of secret agreements with various competitive LECs to provide preferential treatment for those competitive LECs with respect to access to rights of way, reciprocal compensation, and

collocation. The Department of Commerce Complaint included as exhibits agreements between Qwest and various competitive LECs that Qwest had never filed with the Minnesota Public Utilities Commission pursuant to Section 252(a)(1).

Other states have opened investigations of their own. The New Mexico Public Regulatory Commission, for example, has issued over 80 subpoenas to competitive LECs operating in the state, requiring them to produce any and all agreements relating to interconnection that were not previously filed with that commission. Several additional secret agreements were recently produced in response to the subpoenas. The Iowa Department of Commerce-Utilities Board recently requested briefing on the scope of Qwest's obligation to file interconnection agreements pursuant to section 252(a)(1). And the Minnesota PUC held a hearing before an ALJ and will issue a decision.

Qwest effectively asks the Commission to preempt all of these state proceedings and, in the absence of *any* factual record, to make broad pronouncements that would excuse the secret Qwest deals that the Commission has never seen. That would clearly be inappropriate. Indeed, Qwest's convoluted "elaborat[ion] on the types of provisions that it believes" should "fall on either side of the filing line," Qwest Pet. at 28, confirms that informed decisions on those enforcement issues could only be made in the individual state commission proceedings on the basis of record evidence.

Although the labels Qwest affixes to the "types" of documents and provisions it would have the Commission categorically excuse incumbent LECs from filing may appear at first glance to be relatively innocuous, it is plain that each of those categories encompasses *both*

documents that establish terms and conditions and thus clearly must be filed (because they are part of the interconnection agreement), and documents that merely embody normal "business-to-business" commercial or other arrangements that do not constitute the interconnection terms specified in Section 251and 252 and do not have to be filed.

Thus, for example, Qwest asserts that "[t]he Commission should clarify that Section 252(a)(1) does not contemplate public filing or state commission approval of negotiated arrangements concerning how the business-to-business relationship between ILECs and CLECs will be managed, nor arrangements regarding implementation or operational matters." Qwest Pet. at 31. But Qwest gives as an example of such "business-to-business" documents any agreements that establish the dispute resolution provisions that will govern all interconnection disputes between the parties. Dispute resolution provisions are key terms and conditions of interconnection that are unquestionably a part of "the agreement," which is precisely why competitive LECs insist that dispute resolution provisions be included in agreements (or in one or more of the appendices, amendments or other documents that comprise interconnection agreements). The reality is that if one competitive LEC had a right to (secret) expedited arbitration while others were required to pursue lengthy court proceedings, that would create inevitable and significant competitive disparities, and constitute precisely the discrimination that section 252 proscribes.

Qwest next asserts that the Commission should categorically rule that "settlement" agreements are categorically exempt from the section 252(a)(1) filing requirement, and hence the section 252(i) duty, "even if the dispute related to elements or services that are

subject to Section 251 and 252, and part of an interconnection agreement." Qwest Pet. at 34. But when "disputes" are resolved through the establishment of new prices, terms or conditions relating to interconnection, services or network elements, or the modification of existing prices, terms or conditions, the Act clearly requires that a document that reflects those prices, terms or conditions of interconnection (*e.g.*, an amendment to the interconnection agreement) be filed pursuant to section 252(a)(1).

Finally, Qwest requests that the Commission "make it clear that agreements concerning services or elements that are not under the section 251/252 regulatory framework need not and *should* not be treated as interconnection agreements that must be filed with state commissions." Qwest Pet. at 37 (emphasis in original). Again Qwest overreaches. Truly independent agreements to provide services not subject to the 1996 Act's obligations obviously are not interconnection agreements governed by § 252(a)(1) and need not be filed. However, where an incumbent LEC and a competitive LEC have either included terms relating to such services in an interconnection agreement, or have negotiated such agreements as part of a "package deal" with a nominally-separate interconnection agreement, then such agreements are governed by § 252(a)(1) and must be filed. Any other rule would provide an easy vehicle for discrimination.

CONCLUSION

Even if Qwest's purpose in filing the petition were proper (as it plainly was not), the declaratory ruling it seeks would be an inappropriate and impermissible remedy. Far from ruling on how the law should be applied to settled facts, the petition seeks to foreclose the

application of an unambiguous statutory provision to facts that Qwest has thus far refused to reveal to this Commission, to state regulators, and to CLECs alike. With several state regulatory commissions only now in the process of trying to obtain the details of Qwest's secret interconnection deals, it could not be clearer that those commissions are in the best position to continue the process and resolve in the first instance whether Qwest's actions can somehow be justified under the Act.

For the foregoing reasons, AT&T respectfully requests that the Commission deny the Qwest Petition for Declaratory Ruling.

Respectfully submitted,

/s/ Mark C. Rosenblum

David Lawson
Joseph Guerra
Jackie Cooper
Sidley Austin Brown & Wood, LLP
1501 K Street, N.W.
Washington, DC 20005
(202) 736-8000

Mark C. Rosenblum
Lawrence J. Lafaro
Dina Mack
AT&T Corp.
295 North Maple Avenue
Basking Ridge, NJ 07920

May 29, 2002

Exhibit 1652

CERTIFICATE OF SERVICE

I hereby certify that on this 29th day of May, 2002, I caused true and correct copies of the forgoing Opposition of AT&T Corp. to be served on all parties by mailing, postage prepaid to their addresses listed on the attached service list.

Dated: May 29, 2002
Washington, D.C.

/s/ Peter M. Andros

Peter M. Andros

SERVICE LIST

Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, SW
Washington, D.C. 20554*

Peter A Rohrbach
David L. Sieradzki
Hogan & Hartson LLP
555 Thirteenth Street, NW
Washington, D.C. 20554

Roy E. Hoffinger
Qwest Communications International Inc.
1801 California Street
Denver, CO 80202

* Filed electronically