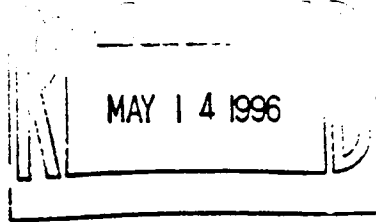


Connie E. Nicholas
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May 9, 1996

Joyce Beasley
AT&T
295 North Maple Avenue
Room 3258D2
Basking Ridge, NJ 07920

Re: Section 702 of the Telecommunications Act of 1996 (the "Act")

Dear Joyce:

With respect to your fax on Wednesday concerning the AT&T and GTE positions relative to §702 of the Act, I thought it would be easier to simply set out the GTE position in this letter rather than to mark up your fax.

First, let me clarify that GTE's position is that §702, which adds new §222 to the '34 Act, prevents GTE from providing CPNI on an existing GTE local service customer (the information AT&T has requested in the form of the Customer Service Record or CSR) to AT&T or any other CLEC unless and until GTE receives consent from that customer in writing. Section 702, however, is not the reason for our position on the "as is" transfer procedures requested by AT&T. Our position with respect to the "as is" transfer stems from the concerns we discussed during our conference call on May 1.

The problems we have with the proposed blanket LOA procedure do stem from §222, because AT&T has indicated that it expects to receive the CSR on the basis of a blanket LOA. The CSR is clearly CPNI, and §222(c)(1) clearly states that a telecommunications carrier may not disclose individually identifiable CPNI except as required by law or with approval of the customer. Section 222(c)(2) clarifies that releasing CPNI upon "affirmative written request" by the customer is permissible. As a practical matter this (written authorization) is the only way for a carrier to insure it is not held liable for the release of individually identifiable CPNI, since this is the only form of authorization specifically blessed by the statute.

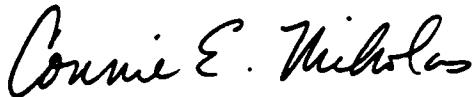
You mention in your statement on AT&T's position that the exceptions in §222(d) permit a LEC to release CPNI as part of a transfer of service to another

Joyce Beasley
May 9, 1996
Page 2

LEC, even if there is no written authorization from the customer. GTE disagrees with this position. GTE reads the exceptions in subsection (d) to apply only to the use of CPNI to "initiate, render, bill and collect" for its own telecommunications services. We do not believe this would permit GTE to release CPNI to AT&T or any other carrier without written authorization.

I hope this clarifies GTE's position on the CPNI issues raised by AT&T's proposed blanket authorization procedure.

Very truly yours,



Connie E. Nicholas
Attorney

Enclosures

c: Donald W. McLeod

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