

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

SOUTHWESTERN BELL TELEPHONE, L.P.)	
D/B/A SBC MISSOURI'S PETITION FOR)	
COMPUSORY ARBITRATION OF)	Case No. TO-2005-0336
UNRESOLVED ISSUES FOR A SUCCESSOR)	
AGREEMENT TO THE MISSOURI 271)	
AGREEMENT ("M2A"))	

**RESPONSE OF MCI TO
SBC MISSOURI'S PETITION FOR ARBITRATION**

COME NOW MCImetro Access Transmissions Services, LLC and MCI WorldCom Communications, Inc. (collectively, "MCI"), and file their Response to the Petition for Arbitration and Motion for Issuance of Order of Notification, filed by Southwestern Bell Telephone, L.P. d/b/a SBC Missouri ("SBC") on March 31, 2005. MCI concurs in SBC's request that the Missouri Public Service Commission ("Commission") arbitrate the unresolved terms and conditions and pricing issues in the successor Interconnection Agreements ("ICAs") between MCI and SBC.

1. MCI admits that it has entered into an M2A-based interconnection agreement, as described by SBC in Paragraph 1; MCI lacks sufficient knowledge or information to admit or deny whether most CLECs that operate in SBC Missouri's exchanges have entered into the M2A.

2. MCI admits the allegations of Paragraph 2.

3. MCI admits the allegations of Paragraph 3 as to itself. MCI lacks sufficient knowledge or information to admit or deny the allegations of Paragraph 3 as to any other CLECs.

4. MCI lacks sufficient knowledge or information to admit or deny the allegations of Paragraphs 4-9.

5. MCI admits the allegations of Paragraph 10-14, with respect to itself. MCI further addresses the subject matter of these paragraphs in a separate filing. MCI lacks sufficient knowledge or information to admit or deny the allegations of Paragraphs 10-14 as to any other CLECs.

6. MCI lacks sufficient knowledge or information to admit or deny the allegations of Paragraph 15.

7. MCI admits it responded to SBC in various ways. MCI lacks sufficient knowledge or information to admit or deny the remaining allegations of Paragraph 16.

8. MCI admits it worked hard along with SBC to identify and resolve issues. MCI lacks sufficient knowledge or information to admit or deny the remaining allegations of Paragraph 17.

9. MCI admits the allegations of Paragraph 18, with respect to itself, with the exceptions noted in Exhibit A, which consists of MCI's responsive decision point lists (DPLs), incorporated herein by this reference. MCI lacks sufficient knowledge or information to admit or deny the allegations of Paragraph 18 concerning other CLECs.

10. MCI admits the allegations of Paragraph 19 concerning itself, with the exceptions noted in Exhibit A. MCI lacks sufficient knowledge or information to admit or deny the allegations of Paragraph 19 concerning other CLECs.

11. MCI admits the allegations of Paragraph 20 concerning itself. MCI lacks sufficient knowledge or information to admit or deny the allegations of Paragraph 20 concerning other CLECs.

12. MCI admits the allegations of Paragraph 21 concerning itself, with the exceptions noted in Exhibit A. MCI lacks sufficient knowledge or information to admit or deny the allegations of Paragraph 21 concerning other CLECs.

13. MCI lacks sufficient knowledge or information to admit or deny the allegations of Paragraphs 22-23.

14. The effort to open the Missouri local exchange market to irreversible and sustainable competition must continue. The negotiation and arbitration of major interconnection issues such as those presented in SBC's Petition is a critical part of that effort. MCI would have preferred to resolve many of the issues raised therein through negotiation rather than arbitration. However, SBC's insistence on eliminating many of the pro-competitive aspects of the M2A made that impossible. MCI seeks the Commission's assistance in resolving the Parties' disputed issues. The resolution of the disputes presented in SBC's Petition is critical to ensuring that, going forward, the Missouri marketplace is sound and vibrant so that consumers may continue to realize the benefits of competition.

WHEREFORE, MCI prays that each of the disputed issues be resolved in the manner consistent with MCI's position, and that the contract language proposed by MCI be approved

and incorporated, along with those provisions that are not in dispute, into the successor M2A interconnection agreement between MCI and SBC.

Respectfully submitted,

CURTIS, HEINZ,
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CERTIFICATE OF SERVICE

A true and correct copy of the forgoing was served this 25th day of April, 2005, by email or by placing same in the U.S. Mail postage paid, to the persons listed on the attached service list.

/s/ Carl J. Lumley

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