

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

Southwestern Bell Telephone Company d/b/a AT&T)	
Missouri's Petition for Compulsory Arbitration of)	
Unresolved Issues for an Interconnection Agreement)	Case No. IO-2010-0185
With Global Crossing Local Service, Inc. and Global)	
Crossing Telemanagement Inc.)	

**APPLICATION FOR RECONSIDERATION AND/OR REHEARING, AND
ALTERNATIVE MOTION FOR LEAVE TO AMEND THE PETITION BY
INTERLINEATION**

COMES NOW AT&T Missouri,¹ and pursuant to Section 386.500, RSMo and 4 CSR 240-2.160, respectfully requests that the Commission reconsider and/or rehear its January 6 Order Dismissing Case for Lack of Subject Matter Jurisdiction ("Order"). Alternatively, AT&T Missouri requests that it be granted leave to amend its petition by interlineation in the manner stated herein.

SUMMARY

On January 6, the Commission dismissed this case for lack of subject matter jurisdiction. In doing so, the Commission applied Section 252(b)(1) of the federal Telecommunications Act of 1996 ("Act") to its reading of the petition filed by AT&T Missouri.² However, as explained below, it appears that the Commission misapprehended the Section 252(b)(1) "request for negotiation" date which started the arbitration clock. That date was July 11, 2009, not June 11, 2009, and thus, AT&T Missouri's petition was timely filed under the Act, despite the Commission's contrary determination. To the extent that any uncertainty lingers on this point, AT&T Missouri respectfully submits that the Commission should allow it leave to amend its

¹ Southwestern Bell Telephone Company d/b/a AT&T Missouri ("AT&T Missouri"). Global Crossing Local Service, Inc. and Global Crossing Telemanagement Inc. will be referred to herein collectively as "Global Crossing").

² Section 252(b)(1) provides that a party to the negotiations (here, AT&T Missouri or Global Crossing) may petition a State commission to arbitrate any open issues "[d]uring the period from the 135th to the 160th day (inclusive) after the date on which an [ILEC] receives a request for negotiation." 47 U.S.C. Section 252(b)(1).

petition in the manner indicated herein – to clarify when the Section 252(b)(1) request was actually made – and then proceed to arbitrate the parties’ dispute.

ARGUMENT

AT&T Missouri’s petition referenced two letters, both dated June 11, 2009 as a “Notice of Non-Renewal and Request for Negotiation (Non Renewal Notice).” Petition, para. 11; *see also*, Exhibits A1 and A2 attached thereto. The Commission apparently regarded these June 11 letters as the actual request for negotiation for purposes of applying the so-called “135-160 days” provisions of Section 252(b)(1) of the Act. Because 160 days after June 11 fell on November 18, 2009, the Commission regarded AT&T Missouri’s December 17, 2009 petition as untimely filed, and concluded it was compelled to dismiss it under the Act. Order, pp. 1-2.

However, closer inspection of the petition as a whole (including the text of the petition’s attached June 11 letters, and not merely the incomplete language of paragraph 11 of the petition characterizing them), reflects that neither of the letters was in fact a “request for negotiation” within Section 252(b)(1) of the Act. Rather, the letters served two other purposes.

The first purpose of these letters was to provide 30-day notice of AT&T Missouri’s intention to terminate the parties’ interconnection agreement:

[T]his letter hereby provides official Notice pursuant to the Interconnection Agreement between our companies of AT&T’s intent to terminate the [parties’] aforementioned Agreement. *See*, Petition, Exhibits A1 and A2.

The second purpose of the letters was to invite Global Crossing to request negotiations designed to reach a successor agreement if Global Crossing desired to continue doing business with AT&T Missouri:

Should [Global Crossing] desire to enter into a successor agreement, *AT&T is available* to immediately commence renegotiations of a successor interconnection agreement and requests that you contact your assigned negotiator as soon as possible. *See*, Petition, Exhibits A1 and A2. (emphasis added).

In short, AT&T Missouri's June 11 letters merely conveyed AT&T Missouri's willingness to entertain a request from Global Crossing to negotiate (i.e., its "availability"). Neither conveyed any affirmative request to negotiate from AT&T Missouri, either explicitly or by implication.

Moreover, it is clear that the letters' reference to the arbitration clock "start date" of "7/11/09" flags July 11 (not June 11) as the "request" date invited by the letters. That date appears within the same table contained in the letters as the dates of "11/23/09" and "12/18/09," which represent the "135th Day" and "160th Day," respectively, along with the explanatory note indicating that "the period during which either Party may file for arbitration under Section 252(b)(1) of the [f]ederal Telecommunications Act of 1996 shall begin on the 135th day and end on the 160th day of negotiations respectively." *Id.*

These letters conferred on Global Crossing a range of choices. First, it was free to cease doing business altogether with AT&T Missouri. Second, it could continue the companies' business relationship by requesting negotiation of a successor agreement, and in doing so, it was also free to make that request on July 11 as AT&T Missouri suggested or any other day of its choosing.

Global Crossing first chose to continue its business relationship with AT&T Missouri. Next, given the impending termination of the prior agreement effective July 11, and its desire "to negotiate a new 22 state ICA with AT&T to cover all states[,]" Global Crossing rationally and sensibly chose to request to negotiate with AT&T Missouri (and AT&T Missouri's ILEC affiliates), effective on July 11. *See*, Exhibit A3 to the attached proposed Amended Petition for Arbitration.

Consequently, the Section 252(b)(1) request date was July 11, 2009, and AT&T Missouri's petition was timely filed. On this basis, the Commission should reconsider and/or rehear the matter, and issue an order rescinding its January 6 Order.

Alternatively, AT&T Missouri respectfully requests that the Commission allow it leave to amend paragraph 11 of its December 17 petition by interlineation, so as to remove any lingering confusion regarding the facts supporting a timely request for negotiation, and then grant this application in light of the amendment and proceed to arbitrate the parties' dispute. In particular, AT&T Missouri requests that the Commission allow it to substitute the following for paragraph 11 as stated in the December petition:

11. In accordance with section 4.1, above, on June 11, 2009, AT&T Missouri submitted to Global Crossing a written Non Renewal Notice regarding the parties' interconnection agreement. Exhibit A, attached hereto. Said letter provided official notice of AT&T Missouri's intent to terminate the parties' agreement thirty days hence, and further, invited Global Crossing to request negotiations designed to reach a successor agreement if it wished to do so, by the end of the 30-day notice period, i.e., July 11, 2009. After its receipt of the June 11, 2009, letter, Global Crossing affirmatively requested negotiation of a successor interconnection agreement, effective July 11, 2009. A copy of AT&T Missouri's June 11, 2009, letter and a copy of Global Crossing's correspondence requesting negotiations effective July 11, 2009, are attached hereto, as Exhibits A(1 and 2) and A3, respectively. This petition, having been filed this 17th day of December, 2009, is, therefore, timely filed. Resolution of the open issues presented is requested by not later than April 7, 2010 (i.e., 9 months after the request), pursuant to Section 252(b)(4)(C) of the Act. 47 U.S.C. Section 252(b)(4)(C).

The facts fully justify the Commission's reconsideration of its Order (and its allowance of the proposed amendment) and then proceeding to arbitrate the parties' disagreements. Additionally, such a course would be especially appropriate in light of the Commission's own practices regarding arbitration proceedings conducted under the Act. For example, it is not unusual that in any given arbitration, the parties and the Commission would be best served by extending the deadline by which to complete an arbitration, even though the Act, literally read,

does not grant state commissions such latitude. *See*, 47 U.S.C. § 252(b)(4)(C) (“The State commission . . . shall conclude the resolution of any unresolved issues not later than 9 months after the date on which the [ILEC] received the request under this section.”) (emphasis added). Indeed, the Commission availed itself of such an extension during the 2005 post-M2A proceedings between AT&T Missouri and several CLECs, and other like instances have occurred. *See, e.g.*, Petition by CD Telecommunications, LLC for Arbitration of an ICA with CenturyTel, Inc., CenturyTel of Missouri, LLC, and Spectra Communications, LLC, Case No. XO-2005-0277, August 25, 2005, 2005 Mo. PSC LEXIS 1155 (wherein the deadline for completion of the arbitration was extended *three* times). In the CD Telecommunications matter, the Commission found such an extension appropriate because “[h]olding the parties to a tight schedule when they agree that a longer schedule would be more likely to produce an effective and fair interconnection agreement would be unnecessary and inappropriate.” *Id.*, March 4, 2005, 2005 Mo. PSC LEXIS 323.³

In the present case, the issues and associated facts and arguments are ripe for decision. However, should the Commission choose to decline granting this application for reconsideration, the effect will be to terminate the contract, an outcome that unquestionably would be flatly inconsistent with Global Crossing’s request to negotiate. In any case, were Global Crossing then interested in reaching an interconnection agreement with AT&T Missouri, it would need to submit to AT&T Missouri a “new” request to negotiate. If, during the negotiation process, past disputes re-emerged, the arbitration process would start all over again, with an effective decision

³ The Order places undue reliance on the isolated dicta appearing within the otherwise extensive opinion issued in Iowa Utilities Board v. FCC, 120 F. 3d 753, 801 (8th Cir. 1997). In the discussion relied on by the Order, the Court held that the FCC’s “pick-and-choose” rule was invalid, based in part on the Court’s view that the “structure of the Act” encouraged voluntary negotiations over arbitrations, a factor arguing against the reasonableness of the pick-and-choose rule. Neither in that discussion nor anywhere else in the opinion was the Court asked to interpret Section 252(b)(1) of the Act. Further, the Court was not asked to decide, nor did it decide, whether any particular petition for arbitration filed with a state commission had been timely filed.


delayed for at least another six to nine months. The consequent waste of resources caused by the delay that would ensue here would be no less significant than the potential error and waste of resources caused by a commission's precipitous ruling despite a request for additional time to extend the time for decision-making. No reported case of which AT&T Missouri is aware, nor any public policy consideration, would support such disparate approaches in resolving wholesale disputes or differences in statutory interpretation.⁴

CONCLUSION

WHEREFORE, AT&T Missouri respectfully requests that the Commission reconsider and/or rehear its January 6 Order Dismissing Case for Lack of Subject Matter Jurisdiction or, alternatively, that the Commission grant AT&T Missouri leave to amend its petition by interlineation in the manner stated herein and proceed to arbitrate the parties' dispute.

Respectfully submitted,

SOUTHWESTERN BELL TELEPHONE COMPANY
D/B/A AT&T MISSOURI

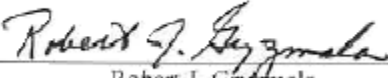
BY 

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⁴ For this reason, if the Commission declines to grant this application, it becomes more likely that the Commission's continued latitude to extend decision-making dates in arbitration proceedings brought to it pursuant to the Act may become more problematic to justify. On the other hand, AT&T Missouri's understanding is that, consistent with sound policy, state commissions across the country routinely honor carriers' agreements extending arbitration windows in order to accommodate ongoing negotiations. State commissions – including this Commission, as noted above – also accept (and have benefited from) parties' waivers of the requirement in section 252(b)(4)(C) of the 1996 Act that the state commission “shall conclude” every arbitration no later than nine months from the date the negotiation request was received. Even if AT&T's June 11 letters were properly regarded as a request to negotiate – which they were not – the parties' agreement to treat July 11 as the “request for negotiation” date for Section 252(b)(1) purposes, and thus to allow themselves an additional month for negotiation, should be respected.

CERTIFICATE OF SERVICE

Copies of this document and all attachments thereto were served on the following by e-mail on January 13, 2010.


Robert J. Gryzmala

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Michael J. Shortley, III
Senior Associate & General Counsel
Global Crossing Local Service, Inc. and Global
Crossing Telemanagement Inc.,
1080 Pittsford Victor Road
Pittsford, NY 14534

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

Southwestern Bell Telephone Company d/b/a AT&T)	
Missouri's Petition for Compulsory Arbitration of)	
Unresolved Issues for an Interconnection Agreement)	Case No. IO-2010-0185
With Global Crossing Local Service, Inc. and Global)	
Crossing Telemanagement Inc.)	

VERIFIED AMENDED PETITION FOR ARBITRATION

COMES NOW AT&T Missouri,¹ pursuant to Section 252 of the federal Telecommunications Act of 1996 (the "Act") and 4 CSR 240-36.040, and respectfully requests that the Missouri Public Service Commission ("Commission"): (1) arbitrate the unresolved issues between AT&T Missouri and Global Crossing,² with whom AT&T Missouri has been actively negotiating a successor interconnection agreement pursuant to the Act, and (2) issue a decision resolving the open issues by not later than April 7, 2010.

THE PARTIES

1. AT&T Missouri is a Missouri corporation with its principal Missouri office at One AT&T Center, Room 3520, St. Louis, Missouri 63101. It may be contacted at the regular and electronic mail addresses and telephone and facsimile numbers of its attorneys, as set out under the signature block of this Application. AT&T Missouri is authorized to do business in Missouri³ and its fictitious name is duly registered with the Missouri Secretary of State.⁴ AT&T Missouri is an "incumbent local exchange telecommunications company" and a "public utility,"

¹ Southwestern Bell Telephone Company d/b/a AT&T Missouri ("AT&T Missouri").

² Global Crossing Local Service, Inc. and Global Crossing Telemanagement Inc. (collectively, "Global Crossing").

³ In accordance with 4 CSR 240-2.060(1) and (G), a certified copy of Southwestern Bell Telephone Company's Certificate of Good Standing from the Missouri Secretary of State was filed with the Commission on August 15, 2007, in Case No. IK-2008-0044.

⁴ In accordance with 4 CSR 240-2.060(1)(E) and (G), a copy of the registration of the fictitious name "AT&T Missouri" was filed with the Commission on July 17, 2007, in Case No. TO-2002-185.

and is duly authorized to provide "telecommunications service" within the State of Missouri, as each of those phrases is defined in Section 386.020, RSMo 2000.⁵

2. All correspondence, pleadings, orders, decisions, and communications regarding this proceeding should be sent to:

Leo J. Bub
Robert J. Gryzmala
Attorneys for Southwestern Bell Telephone Company
d/b/a AT&T Missouri
One AT&T Center, Room 3516
St. Louis, Missouri 63101

3. AT&T Missouri has no final unsatisfied judgments or decisions against it from any state or federal agency or court, which involve retail customer service or rates, which action, judgment or decision has occurred within three (3) years of the date of this Application.

4. AT&T Missouri does not have any annual report or assessment fees that are overdue in Missouri.

5. Global Crossing is an "alternative local exchange telecommunications company" and a "public utility" as each of these terms is defined in Section 386.020, RSMo 2000, as well as a "requesting telecommunications carrier" for purposes of Sections 251 and 252 of the Act.

6. The Commission approved the current interconnection agreement existing among AT&T Missouri, Global Crossing Local Service, Inc. and Global Crossing Telemanagement Inc. on April 8, 2001 in Case No. TO-2001-460.

⁵ Following its June 26, 2007, Order in Case No. TO-2002-185 allowing Southwestern Bell Telephone, L.P., d/b/a AT&T Missouri, to alter its status from a Texas limited partnership to a Missouri corporation, the Commission approved tariff revisions to reflect the new corporate name, Southwestern Bell Telephone Company d/b/a AT&T Missouri. *See, Order Granting Expedited Treatment and Approving Tariffs*, Case No. TO-2002-185, issued June 29, 2007.

**TIMELINESS OF PETITION FOR ARBITRATION AND COMMISSION
RESOLUTION**

7. The negotiations that took place for the replacement interconnection agreement between the parties were conducted pursuant to Sections 4.1 and 4.2 of the General Terms and Conditions of the parties' interconnection agreement.

8. Section 4.1 of the parties' current agreement states:

This Agreement will become effective as of the Effective Date stated above, and will expire on March 19, 2001 plus two one year extensions, unless written Notice of Non Renewal and Request for Negotiation (Non Renewal Notice) is provided by either Party in accordance with the provisions of this Section. Any such Non Renewal Notice must be provided not later than 180 days before the day this Agreement would otherwise renew for an additional year. The noticing Party will delineate the items desired to be negotiated. Not later than 30 days from receipt of said notice, the receiving Party will notify the sending Party of additional items desired to be negotiated, if any. Not later than 135 days from the receipt of the Non Renewal Notice, both parties will commence negotiations.

9. Section 4.12 of the parties' current agreement states in pertinent part:

The same terms, conditions, and prices will continue in effect, on a month-to-month basis as were in effect at the end of the latest term, or renewal, so long as negotiations are continuing without impasse and then until resolution pursuant to this Section. The Parties agree to resolve any impasse by submission of the disputed matters to the State Commission for arbitration....

10. Additionally, pursuant to pertinent provisions of federal and state law, a petition for compulsory arbitration may be filed not earlier than the one hundred thirty-fifth (135th) day nor later than the one hundred sixtieth (160th) day following the date on which an incumbent local exchange carrier receives the request for negotiation. 47 U.S.C. Section 252(b)(1); 4 CSR 240-36.040(2).

11. In accordance with section 4.1, above, on June 11, 2009, AT&T Missouri submitted to Global Crossing a written Non Renewal Notice regarding the parties' interconnection agreement. Exhibit A, attached hereto. Said letter provided official notice of

AT&T Missouri's intent to terminate the parties' agreement thirty days hence, and further, invited Global Crossing to request negotiations designed to reach a successor agreement if it wished to do so, by the end of the 30-day notice period, i.e., July 11, 2009. After its receipt of the June 11, 2009, letter, Global Crossing affirmatively requested negotiation of a successor interconnection agreement, effective July 11, 2009. A copy of AT&T Missouri's June 11, 2009, letter and a copy of Global Crossing's correspondence requesting negotiations effective July 11, 2009, are attached hereto, as Exhibits A (1 and 2) and A3, respectively. This petition, having been filed this 17th day of December, 2009, is, therefore, timely filed. Resolution of the open issues presented is requested by not later than April 7, 2010 (i.e., 9 months after the request), pursuant to Section 252(b)(4)(C) of the Act. 47 U.S.C. Section 252(b)(4)(C).

**STATEMENT OF UNRESOLVED ISSUES AND
EACH PARTY'S POSITION**

12. Pursuant to pertinent provisions of federal and state law, a petition for compulsory arbitration must contain a statement of each unresolved issue. 47 U.S.C. Section 252(b)(2)(A)(i); 4 CSR 240-36.040(3)(A). It must also contain a description of the position of each of the parties with respect to those issues, 47 U.S.C. Section 252(b)(2)(A)(ii); 4 CSR 240-36.040(3)(B). Finally, it must contain all relevant supporting documentation supporting the petitioner's position on each unresolved issue. 4 CSR 240-36.040(3)(E). The unresolved issues that remain between AT&T Missouri and Global Crossing are relatively few, and involve the general subjects of compensation for handling VoIP traffic, commingling, dark fiber and routine network modifications.

13. Each of the unresolved issues is stated, with specificity, in the attached matrix of disputed issues, otherwise known as a Decision Point List ("DPL"). *See*, Exhibit B, attached hereto. With respect to each unresolved issue, the DPL provides a statement of the issue; a

reference to the proposed successor interconnection agreement (by attachment and section number); AT&T Missouri's proposed contract language; AT&T Missouri's description of its position on the issue, including copies of (or references to) supporting authorities or other documentation; Global Crossing's proposed contract language; and, Global Crossing's position on that issue (to the extent that such position was available as of the date of this filing, or as it is understood by AT&T Missouri). It is AT&T Missouri's expectation that Global Crossing will have an opportunity to review and make any revisions they deem appropriate to the DPL's statements of their position when they file their response to this Petition. *See*, 47 U.S.C. Section 252(b)(3); 4 CSR 240-36.040 (7).⁶

**STATEMENT OF RESOLVED ISSUES
AND PROPOSED AGREEMENTS**

14. Through negotiations, the parties have resolved a number of issues and reached substantial agreement respecting most provisions of their successor interconnection agreement. Pertinent provisions of federal and state law require that a petition for compulsory arbitration must identify any other issue discussed and resolved by the parties, and include a proposed agreement addressing all issues, including those upon which the parties have reached an agreement and those that are unresolved. 47 U.S.C. Section 252(b)(2)(A)(iii); 4 CSR 240-36.040(3)(A), (D). These resolved issues and the terms of resolution between AT&T Missouri and Global Crossing are set out, with specificity, in the current draft of the proposed interconnection agreement, a copy of which is attached hereto as Exhibit C. This agreement is divided into subject matter attachments. Most attachments are completely agreed upon. As to those which are not (the Network Interconnection Network Elements attachments), language

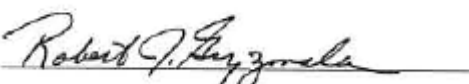
⁶ Additionally, the Commission's rules require that within 7 days after the filing of Global Crossing's response, the parties "shall jointly file a revised statement of unresolved issues." 4 CSR 240-36.040(8).

which is both bolded and underlined reflects AT&T Missouri's proposed language on the disputed issue, whereas merely bolded language reflects Global Crossing's proposed language on the disputed issue. Language that is neither bolded nor underlined reflects agreed upon language. (The outstanding disputes are also identified by the competing contract language in the parties' respective columns in the DPL.)

WHEREFORE, AT&T Missouri respectfully requests that the Commission (1) arbitrate the unresolved issues between AT&T Missouri and Global Crossing and (2) issue a decision resolving the open issues by not later than April 7, 2010.

Respectfully submitted,

SOUTHWESTERN BELL TELEPHONE COMPANY
D/B/A AT&T MISSOURI

BY 

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CERTIFICATE OF SERVICE

Copies of this document and all attachments thereto were served on the following by e-mail on January 13, 2010.


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Michael J. Shortley, III
Senior Associate & General Counsel
Global Crossing Local Service, Inc. and Global
Crossing Telemanagement Inc.,
1080 Pittsford Victor Road
Pittsford, NY 14534



June 11, 2009

VIA UPS GROUND

Michael S. Shortley, III
Sr Attorney/Dir Reg Serv
Global Crossing Telemanagement, Inc.
180 South Clinton
Rochester, NY 14646

Re: Interconnection Agreement between AT&T Operations, Inc.¹ ("AT&T") and Global Crossing Telemanagement, Inc. in the State of Missouri.

Dear Michael S. Shortley, III:

As you are aware, the term of the above listed Interconnection Agreement has expired. Pursuant to the term and termination provisions of the above listed Interconnection Agreement, this letter hereby provides official Notice pursuant to the Interconnection Agreement between our companies of AT&T's intent to terminate the aforementioned Agreement.

AT&T requests your prompt attention to this matter. If Global Crossing Telemanagement, Inc. does not wish to enter into a successor agreement, please respond to your assigned negotiator so that the Parties may discuss the contract termination and exiting process.

Should Global Crossing Telemanagement, Inc. desire to enter into a successor agreement, AT&T is available to immediately commence renegotiations of a successor interconnection agreement and requests that you contact your assigned negotiator as soon as possible. In accordance with the timeline for negotiations set forth in the Telecommunications Act, the timeline for negotiations shall be as follows:

Start Date	30 th Day	60 th Day	90 th Day	135 th Day*	160 th Day*
7/11/09	8/10/09	9/9/09	10/9/09	11/23/09	12/18/09

*As a result, the period during which either Party may file for arbitration under section 252 (b)(1) of the Federal Telecommunications Act of 1996 shall begin on the 135th day and end on the 160th day of negotiations respectively.

This timeframe will permit completion of the review of the successor agreement (and any additional discussions or negotiations which may be required), and time for production, signature and filing of a successor agreement at each of the applicable State Commission(s).

Should you have any questions or need further information, please do not hesitate to call your assigned negotiator.

Sincerely,

Notices Manager

¹ Denotes one or more AT&T ILECs Illinois Bell Telephone Company d/b/a AT&T Illinois; Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana; Michigan Bell Telephone Company d/b/a AT&T Michigan; Nevada Bell Telephone Company d/b/a AT&T Nevada and AT&T Wholesale; The Ohio Bell Telephone Company d/b/a AT&T Ohio; Pacific Bell Telephone Company d/b/a AT&T California; The Southern New England Telephone Company d/b/a AT&T Connecticut and Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas, and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin as applicable.



June 11, 2009

VIA UPS GROUND

Michael J. Shortley, III
Senior Associate & General Counsel
Global Crossing Local Services, Inc. dba Nations Tel
1080 Pittsford Victor Rd
Pittsford, NY 14534

Re: Interconnection Agreement between AT&T Operations, Inc.¹ ("AT&T") and Global Crossing Local Services, Inc. dba Nations Tel in the State of Missouri.

Dear Michael J. Shortley, III:

As you are aware, the term of the above listed Interconnection Agreement has expired. Pursuant to the term and termination provisions of the above listed Interconnection Agreement, this letter hereby provides official Notice pursuant to the Interconnection Agreement between our companies of AT&T's intent to terminate the aforementioned Agreement.

AT&T requests your prompt attention to this matter. If Global Crossing Local Services, Inc. dba Nations Tel does not wish to enter into a successor agreement, please respond to your assigned negotiator so that the Parties may discuss the contract termination and exiting process.

Should Global Crossing Local Services, Inc. dba Nations Tel desire to enter into a successor agreement, AT&T is available to immediately commence renegotiations of a successor interconnection agreement and requests that you contact your assigned negotiator as soon as possible. In accordance with the timeline for negotiations set forth in the Telecommunications Act, the timeline for negotiations shall be as follows:

Start Date	30 th Day	60 th Day	90 th Day	135 th Day*	160 th Day*
7/11/09	8/10/09	9/9/09	10/9/09	11/23/09	12/18/09

*As a result, the period during which either Party may file for arbitration under section 252 (b)(1) of the Federal Telecommunications Act of 1996 shall begin on the 135th day and end on the 160th day of negotiations respectively.

This timeframe will permit completion of the review of the successor agreement (and any additional discussions or negotiations which may be required), and time for production, signature and filing of a successor agreement at each of the applicable State Commission(s).

Should you have any questions or need further information, please do not hesitate to call your assigned negotiator.

Sincerely,

Notices Manager

¹ Denotes one or more AT&T ILECs Illinois Bell Telephone Company d/b/a AT&T Illinois; Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana; Michigan Bell Telephone Company d/b/a AT&T Michigan; Nevada Bell Telephone Company d/b/a AT&T Nevada and AT&T Wholesale; The Ohio Bell Telephone Company d/b/a AT&T Ohio; Pacific Bell Telephone Company d/b/a AT&T California; The Southern New England Telephone Company d/b/a AT&T Connecticut and Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and/or AT&T Texas, and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin as applicable.

From: Henry, Michael [mailto:Michael.Henry@Globalcrossing.com]
Sent: Wednesday, July 01, 2009 4:33 PM
To: Allen-Flood, Lynn
Subject: RE: AT&T Notice of Rengotiations in MO - Global Crossing Telemanagement, Inc.

Lynn – we received your notice concerning the Missouri ICA and I am aware of the July 30 deadline for the Kansas ICA. I am also aware that the 9-state BST ICA was signed in 2006 and will coming up for renewal this year and there are probably others as well. We have discussed internally and here is what I would like to propose:

We would intend to negotiate a new 22 state ICA with AT&T to cover all states. I would propose that we start the negotiation clock for the 22 state agreement on July 11, 2009 and be governed by the dates as stated in your letter concerning Missouri – copied below.

Start Date	30 th Day	60 th Day	90 th Day	135 th Day*	160 th Day*
7/11/09	8/10/09	9/9/09	10/9/09	11/23/09	12/18/09

It would be our preference for AT&T to permit the existing Kansas ICA to continue on a month to month basis until we conclude the 22- state negotiation – rather than expire on July 30 and to be included in this negotiation schedule. In any event, should AT&T insist on the July 30 date – we would intend to have the Kansas ICA included in the outcome of our 22 state agreement.

Please indicate whether this is acceptable to AT&T.

Mickey Henry
Director, Carrier Relations
Global Crossing
706.579.1283

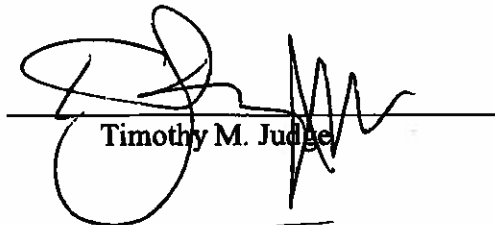
All information contained herein, including any attachments, shall be deemed confidential and proprietary to Global Crossing

COUNTY OF COLE)
)
STATE OF MISSOURI)

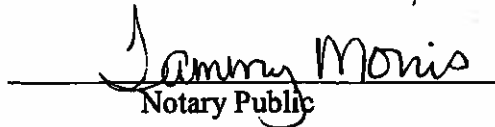
SS

VERIFICATION

I, Timothy M. Judge, being duly sworn upon my oath, state that I am over twenty-one, sound of mind, and Director-Regulatory of AT&T Services, Inc. I am authorized to act on behalf of AT&T Missouri regarding the foregoing document. I have read it and verify that the facts contained in it are true and correct according to the best of my knowledge, information and belief.


Timothy M. Judge

Sworn and subscribed to before me this 12th day of January, 2010.


Notary Public

