

**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. _____
With Global Crossing Local Services, Inc. and Global)	
Crossing Telemanagement Inc.)	

VERIFIED PETITION FOR ARBITRATION

COMES NOW AT&T Missouri,¹ pursuant to Section 252(b) of the federal Telecommunications Act of 1996 ("the Act"), 47 U.S.C. Section 252(b), 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 which AT&T Missouri has been actively negotiating a successor interconnection agreement pursuant to the Act, and (2) issue a timely decision resolving the open issues.³

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

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

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

³ Newly amended Commission Rule 4.020 requires that any regulated entity intending to file a case likely to be a contested case must file a notice with the Commission at least 60 days prior to filing such case. *See*, 4 CSR 240-4.020(2). As the rule did not become effective until July 30, 2010, Section 536.019.8, RSMo., the filing of such a notice in the instant case was not required to be made, as it would necessarily have required the performance of an act not then required under law to be performed. Moreover, the Commission's jurisdiction in this case rests upon 47 U.S.C. Section 252(b)(1). The Commission has correctly indicated that "the parties' ability to request the arbitration of an agreement is confined to the period from the 135th to the 160th day after the carrier submits its request to the incumbent." *See*, Order Dismissing Case for Lack of Subject Matter Jurisdiction, Case No. IO-2010-0185, January 6, 2010, *citing*, Iowa Utilities Board v. FCC, 120 F.3d 753, 801 (8th Cir. 1997). To the extent that the application of the Commission's new rule would purport to add to the requirements of the federal law on which the Commission's jurisdiction rests, application of the rule must yield to the requirements of the federal law. For these reasons, a waiver of the rule is respectfully requested and should be granted, pursuant to 4 CSR 240-4.020(2)(B).

Missouri⁴ and its fictitious name is duly registered with the Missouri Secretary of State.⁵ AT&T Missouri is an "incumbent local exchange telecommunications company" and a "public utility," 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 2000.⁶

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

Jeffrey E. Lewis
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.

⁴ 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.

⁵ 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.

⁶ 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.

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.

TIMELINESS OF PETITION FOR ARBITRATION/COMMISSION RESOLUTION

7. Pursuant to federal and state law, a petition for compulsory arbitration of open issues remaining as a consequence of interconnection agreement negotiations may be filed not earlier than the one hundred thirty-fifth (135th) day or later than the one hundred sixtieth (160th) day following the date on which an incumbent local exchange carrier receives a request for negotiation. 47 U.S.C. Section 252(b)(1); 4 CSR 240-36.040(2).

8. In a letter dated March 16, 2010 AT&T Missouri advised Global Crossing of the expiration of the parties' interconnection agreement and of AT&T Missouri's intent to terminate the agreement, subject to Global Crossing's taking appropriate measures to enter into a successor agreement. In a letter dated March 30, 2010 (which AT&T received on March 31, 2010), Global Crossing affirmatively requested negotiation of a successor interconnection agreement pursuant to Section 252(a)(1) of the Act. In a letter dated April 20, 2010, AT&T Missouri acknowledged receipt of Global Crossing's March 30 letter.⁷ Pursuant to 4 CSR 240-36.040(3)(F), a copy of each of these three letters is attached hereto, as Exhibits A1, A2 and A3, respectively. This petition is timely filed, as its filing occurs between August 13 and September 7, which are the 135th and 160th days following March 31, 2010, the date on which AT&T Missouri received Global Crossing's Section 252(a)(1) request for negotiation.

⁷ However, as noted in its April 20 letter, AT&T Missouri declined to accept Global Crossing's March 30 invitation to "explore the possibility of porting" another agreement into Missouri "in the context of such negotiations." Instead, AT&T Missouri reminded Global Crossing that, inasmuch as the matter of porting arose from the AT&T/BellSouth Merger Commitments made to the FCC, any communication regarding the subject would be "separate and apart from our negotiations under the Act."

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

9. A petition for compulsory arbitration must contain a statement of each unresolved issue, a description of the position of each of the parties with respect to those issues, and relevant documentation supporting the petitioner's position on each unresolved issue. 47 U.S.C. Section 252(b)(2); 4 CSR 240-36.040(3). 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, dark fiber and routine network modifications.

10. 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).⁸

STATEMENT OF RESOLVED ISSUES AND PROPOSED AGREEMENTS

11. Through negotiations, the parties have resolved a number of issues and reached substantial agreement respecting most provisions of their successor interconnection agreement.

⁸ AT&T Missouri reserves the right to supplement its position as necessary or appropriate, as the case proceeds or further supporting authorities materialize. In this regard, it is AT&T Missouri's expectation that Global Crossing will have an opportunity to review and make any revisions it deems appropriate to the DPL's statements of its position when it files its response to this Petition. *See*, 47 U.S.C. Section 252(b)(3); 4 CSR 240-36.040 (7). Additionally, the Commission's rules require that within seven 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).


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. 47 U.S.C. Section 252(b)(2); 4 CSR 240-36.040(3).

12. The 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 (Attachment 02 – ISP Network Interconnection, and Attachment 13 – 251(c)(3) UNEs), language which is both bolded and underlined reflects AT&T Missouri’s proposed language on the disputed issue, whereas language which is both bolded and italicized reflects Global Crossing’s proposed language on the disputed issue. Language that is neither bolded and underlined nor bolded and italicized reflects agreed upon language. (The outstanding disputes are also identified by the competing contract language set forth 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 timely decision resolving the open issues.

Respectfully submitted,

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

BY 

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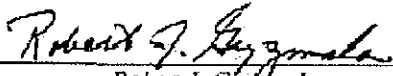
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CERTIFICATE OF SERVICE

Copies of this document and all attachments thereto were served on the following by e-mail on August 27, 2010.


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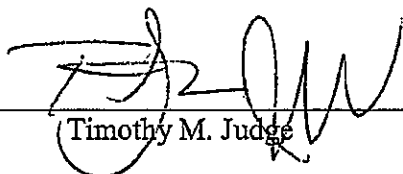
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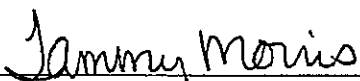
VERIFICATION

I, Timothy M. Judge, being duly sworn upon my oath, state that I am over twenty-one, sound of mind, and Area Manager-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 27 day of August, 2010.



Notary Public

