

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

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| 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 Service, Inc. and Global | ) |                |
| Crossing Telemanagement Inc.                        | ) |                |

**VERIFIED PETITION FOR ARBITRATION**

COMES NOW AT&T Missouri,<sup>1</sup> 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,<sup>2</sup> 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 Missouri<sup>3</sup> and its fictitious name is duly registered with the Missouri Secretary of State.<sup>4</sup> AT&T Missouri is an "incumbent local exchange telecommunications company" and a "public utility,"

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

<sup>2</sup> Global Crossing Local Service, Inc. and Global Crossing Telemanagement Inc. (collectively, "Global Crossing").

<sup>3</sup> 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.

<sup>4</sup> 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.<sup>5</sup>

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.

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<sup>5</sup> 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 (135<sup>th</sup>) day nor later than the one hundred sixtieth (160<sup>th</sup>) 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 gave Global Crossing a written Notice of Non Renewal and Request for Negotiation (Non Renewal Notice). Such Notice of Non-Renewal was provided not later than 180 days before the day the

Agreement would otherwise have renewed for an additional year. The Request for Negotiation constituted a request made pursuant to Section 251 of the Act for interconnection, services or network elements, pursuant to the mutual agreement and understanding of the parties, after which negotiations between the two proceeded. A copy of this request is attached as Exhibit A, as required by 4 CSR 240-36.040(2). 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).<sup>6</sup>

#### **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 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

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<sup>6</sup> 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).

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 

Leo J. Bub #34326

Robert J. Gryzmala #32454

Attorney for Southwestern Bell Telephone Company

One AT&T Center, Room 3516

St. Louis, Missouri 63101

314-235-6060 (tn)/314-247-0014 (fax)

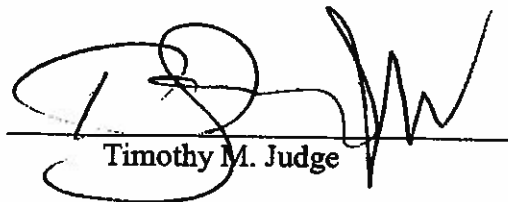
[leo.bub@att.com](mailto:leo.bub@att.com)

[robert.gryzmala@att.com](mailto:robert.gryzmala@att.com)

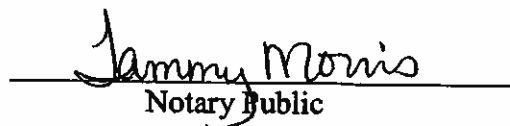
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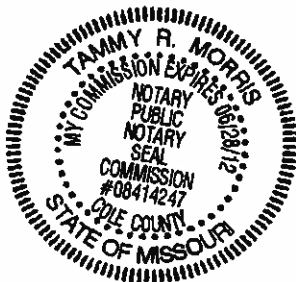
**VERIFICATION**

I, Timothy M. Judge, being duly sworn upon my oath, state that I am over twenty-one, sound of mind, and 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

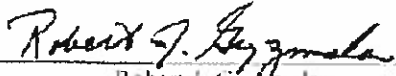
Sworn and subscribed to before me this 16 day of December 2009.

  
\_\_\_\_\_  
Notary Public



## **CERTIFICATE OF SERVICE**

Copies of this document and all attachments thereto were served on the following by e-mail on December 17, 2009.

  
Robert J. Gryzmala

General Counsel  
Kevin Thompson  
Missouri Public Service Commission  
P.O. Box 360  
Jefferson City, MO 65102  
[gencounsel@psc.mo.gov](mailto:gencounsel@psc.mo.gov)  
[kevin.thompson@psc.mo.gov](mailto:kevin.thompson@psc.mo.gov)

Public Counsel  
Michael F. Dandino  
Office Of The Public Counsel  
P.O. Box 7800  
Jefferson City, MO 65102  
[opcservice@ded.mo.gov](mailto:opcservice@ded.mo.gov)  
[mike.dandino@ded.mo.gov](mailto:mike.dandino@ded.mo.gov)

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  
[Michael.Shortley@globalcrossing.com](mailto:Michael.Shortley@globalcrossing.com)