

**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.)	

RESPONSE TO APPLICATION FOR RECONSIDERATION

Come now Global Crossing Local Services, Inc. and Global Crossing Telemanagement, Inc. ("Global Crossing"), pursuant to Ch. 386.500, RSMo., and 4 CSR 240-2.160 and 240-2.080(15), and as ordered by the Commission in its Ordering Directing Response, dated January 14, 2010, respond to the Application for Reconsideration filed by AT&T on January 13, 2010, stating the following:

1. Global Crossing neither supports nor opposes the Application for Reconsideration, as it relates to the Commission's Order dismissing the Arbitration Petition as untimely filed, based on the allegations in the Petition.

2. However, Global Crossing supports that part of AT&T's Application for Reconsideration which seeks the Commission's leave to amend the Petition by interlineation. Not only should such a motion be routinely granted as a matter of procedure, but Global Crossing believes that the proposed language (contained in the new paragraph 11 set forth in the AT&T's Application) more accurately reflects the discussions between the parties and provides a complete background for the Commission in considering whether the Petition was filed pursuant to an understanding between the parties.

3. Although Global Crossing has no objection to AT&T's supplementing the record, Global Crossing is compelled to correct one misstatement. AT&T asserts that a consequence of the Commission's dismissing the arbitration for lack of subject matter jurisdiction would be "to terminate the contract." Application for Reconsideration at 5. That is incorrect, as AT&T has

not invoked the requisite termination provisions of the Agreement. At most, AT&T gave notice of its intent to terminate. Petition for Arbitration, Exhibit 1 (June 11, 2009 Letter). That “intent” is not sufficient to trigger the Agreement’s termination provisions and AT&T did not even purport to do so.

Wherefore, Global Crossing requests that the Commission consider its Response to the Application for Reconsideration filed by ATT.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that I have on this 19th day of January, 2010, served a true and final copy of the foregoing by electronic transmission upon the following, listed below, in accordance with Commission rules.

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