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December 22, 2004

Mr. Dale Hardy Roberts
Executive Secretary
MISSOURI PUBLIC SERVICE COMMISSION
200 Madison Street, Suite 100
Jefferson City, Missouri 65102-0360

RE: TelCove Operations, Inc.'s Petition for Arbitration Pursuant to Section 252(b) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, to establish an Interconnection Agreement with Southwestern Bell Telephone Company, L.P. d/b/a SBC Missouri; **Case No. TO-2005-0157**

Dear Mr. Roberts:

Please find enclosed the original and eight copies of the Response to Order Direct Filing in the above-referenced case. Please return one filed-stamped copy of the Response to me in the enclosed return envelope.

If you have any questions, please give me a call.

Very truly yours,

Mark Johnson / rgr

Mark P. Johnson

MPJ/rgr
Enclosure
cc: All Parties of Record (w/enclosure)

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

TelCove Operations, Inc.'s Petition for)
Arbitration Pursuant to Section 252(b) of the)
Communications Act of 1934, as amended by)
the Telecommunications Act of 1996, to) Case No. TO-2005-0157
establish an Interconnection Agreement with)
Southwestern Bell Telephone Company, L.P.)
d/b/a SBC Missouri)

RESPONSE TO ORDER DIRECTING FILING

Comes now TelCove Operations, Inc. ("TelCove"), the Applicant in this arbitration proceeding, and in response to the Commission's Order Directing Filing, dated December 14, 2004, states the following:

1. TelCove initiated the captioned proceeding on December 6, 2004, by filing a Petition for Arbitration with the Commission, to resolve disputes between TelCove and SBC Missouri arising out of their negotiations for an interconnection agreement ("ICA") to replace their existing ICA. As required by, and in compliance with, 4 CSR 240-36.040(2), TelCove's Petition complied with the time-filing requirements of the Federal Telecommunications Act, 47 U.S.C. § 1, *et seq.* ("the Act"), and the Commission's regulations.

2. Through simple inadvertence, the Petition did not include a Certificate of Service, although by all indications the Petition complied with all other requirements of the Act and the Commission's regulations. When that fact was called to counsel's attention, a copy of the file-stamped Petition, along with all attachments, was immediately sent electronically to SBC Missouri counsel Paul Lane and Leo Bub. That communication took place on December 15. Mr. Bub acknowledged receipt of the electronic message, along with the Petition and its

attachments, within forty minutes of the message being sent. Counsel has received no message that Mr. Lane did not also receive the e-mailed communications.

3. Although SBC Missouri, through its counsel, has acknowledged receipt of the Petition and attachments, at no time has SBC Missouri indicated to the undersigned any concerns, objections, or prejudice arising out of the method or timing of service.

4. TelCove and SBC representatives have been in almost constant contact for an extended period of time, leading up to and following the filing of the Petition herein, narrowing the disputed issues and reaching a Joint Disputed Points List (“DPL”). It is TelCove’s belief that SBC Missouri’s negotiators had in their possession the DPL and TelCove’s proposed ICA, which were attached to the Petition as Attachments B and C, respectively, before the Petition was filed. SBC also had in its possession the documents which make up Attachment A, which consists of communications between TelCove and SBC concerning the timing of negotiations and the deadline for filing the Petition. Thus, the Petition contained no surprises with respect to issues which were in dispute (although, however, the parties have continued to negotiate even after the Petition was filed, and the disputed issues have further narrowed). In short, there does not appear to be any prejudice created by the method or timing of service of the Petition.

5. In light of the apparent lack of prejudice and the prompt service of the Petition when the absence of service came to counsel’s attention, TelCove respectfully requests that the Commission waive compliance with 4 CSR 240-2.015, for the sole matter of service of the Petition. As the Commission will note from this pleading, TelCove has complied with service requirements. It will continue to do so in all matters before this Commission.

6. With respect to the second paragraph of the Commission’s Order of December 14, which raises the service requirements of 47 U.S.C. § 252 (b)(2)(B), TelCove incorporates the

factual recitation set forth above, to indicate that no party to this proceeding has suffered prejudice. The Federal Communications Commission has addressed this issue. In *In the Matter of WorldCom, Inc.*, 16 FCC Rcd 6224 (Rel. January 19, 2001)(copy attached), the Commission found that with timely filing of the petition and delayed service thereof, the proper remedy under Section 252 (b)(2)(B) is to allow the opposing party sufficient time -- 25 days -- to respond to the petition, rather than to dismiss the petition or take other action. The Commission stated that as long as the opposing party does not allege that its right to respond was impeded, and that the filing party is willing to afford the opposing party additional time to respond, the appropriate remedy should be granting the additional time. *Id.* at ¶ 8-9 and n. 28-30.

6. TelCove offers to agree to any extension of time which SBC Missouri feels is necessary to prepare its response to the Petition. Counsel apologizes for any inconvenience or difficulty occasioned for any party, including the Commission, by this matter.

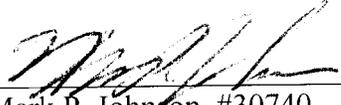
7. In light of the foregoing discussion, TelCove believes it has shown that SBC Missouri had in its possession on December 6, 2004, the key attachments to the Petition, that is, the communications establishing the filing deadline, TelCove's proposed interconnection agreement, and the DPL. The only other attachment was TelCove's corporate good standing certificate from the Secretary of State. The Petition does not raise any disputed ICA issues which are not addressed in the DPL. TelCove's good faith error is demonstrated by counsel's electronic service of the Petition and attachments on SBC Missouri's counsel upon learning of the service issue. TelCove did not intend to evade its obligation to serve the Petition on SBC, or to afford SBC anything less than its statutory right to respond to the Petition. It does not appear that SBC Missouri, or any other interested party, has been prejudiced.

Wherefore, TelCove asks the Commission to waive the certificate of service requirements of 4 CSR 240-2.015 and take appropriate action under 47 U.S.C. § 252 (b)(2)(B), in the form of an appropriate extension of time for SBC Missouri to respond to the Petition.

Respectfully submitted,

TelCove Operations, Inc.

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Dated: December 22, 2004

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing was sent via U.S. mail on this 22nd day of December, 2004, to:

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Mark P. Johnson

1 of 7 DOCUMENTS

In the Matter of Petition of WorldCom, Inc. for Preemption of Jurisdiction of the Virginia State Corporation Commission Pursuant to Section 252(e)(5) of the Telecommunications Act of 1996 and for Arbitration of Interconnection Disputes with Verizon-Virginia, Inc.

CC Docket No. 00-218

FEDERAL COMMUNICATIONS COMMISSION

16 FCC Red 6224; 2001 FCC LEXIS 411; 23 Comm. Reg. (P & F) 565

RELEASE-NUMBER: FCC 01-20

January 19, 2001 Released; Adopted January 17, 2001

ACTION: [**1] MEMORANDUM OPINION AND ORDER**JUDGES:**

By the Commission

OPINION:[*6224] **I. INTRODUCTION AND BACKGROUND**

1. This *Memorandum Opinion and Order* addresses the petition of WorldCom, Inc. (WorldCom) for preemption of the jurisdiction of the Virginia State Corporation Commission (Virginia Commission) with respect to the arbitration of an interconnection agreement with Verizon-Virginia, Inc. (Verizon). n1 Specifically, WorldCom seeks preemption of the jurisdiction of the Virginia Commission pursuant to section 252(e)(5) of the Communications Act of 1934, as amended (the Act). n2 For the reasons set forth below, we grant WorldCom's petition.

n1 *Petition of WorldCom, Inc., Pursuant to Section 252(e)(5) of the Communications Act*, CC Docket No. 00-218 (filed Oct. 26, 2000) (WorldCom Preemption Petition); *see Pleading Cycle Established for Comments on Section 252(e)(5) Petition Filed by WorldCom, Inc.*, CC Docket No. 00-218, Public Notice, DA 00-2432 (rel. Oct. 27, 2000). On November 13, 2000, Verizon filed an opposition (Verizon Opposition), and AT&T Corp. (AT&T) and Cox Communications, Inc. (Cox) filed comments. WorldCom, Verizon, AT&T, and Cox each filed reply comments on November 20, 2000.

[**2]

n2 47 U.S.C. § 252(e)(5). Section 252 was added to the Communications Act of 1934 by the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996 Act), *codified at* 47 U.S.C. §§ 151 *et seq.*

2. Section 252(e)(5) requires the Commission to preempt the jurisdiction of a state commission in any proceeding or matter in which the state commission "fails to act to carry out its responsibility" under section 252. n3 Section 252 of the Act sets forth the procedures by which [*6225] telecommunications carriers may request and obtain interconnection, services, or unbundled network elements from an incumbent local exchange carrier. n4

n3 47 U.S.C. § 252(e)(5). *See, e.g., Starpower Communications, LLC Petition for Preemption of Jurisdiction of the Virginia State Corporation Commission Pursuant to Section 252(e)(5) of the Telecommunications Act of 1996*, CC Docket No. 00-52, Memorandum Opinion and Order, 15 FCC Red 11277 (2000) (*Starpower Preemption Order*).

n4 *See generally* 47 U.S.C. § 252.

[**3]

3. WorldCom filed the *Virginia Arbitration Petition* with the Virginia Commission on August 10, 2000, seeking arbitration of the terms of an interconnection agreement with Verizon, and requesting that the Virginia Commission determine which of two competing agreement templates would serve as the basis for the arbitration. n5 On September 13, 2000, the Virginia Commission issued an order expressly refusing to arbitrate the terms of the parties' interconnection agreement pursuant to the Act, offering instead to proceed with arbitration solely under state law. n6 In its order, the Virginia Commission indicated that the parties must seek relief from this Commission for arbitration pursuant to the Act, stating that:

the parties may elect to proceed with WorldCom's arbitration under the Act before the Federal Communications Commission ("FCC") in lieu of this Commission, or the parties may pursue resolution of unresolved issues pursuant to 20 VAC 5-400-180 F 6. If WorldCom wishes to pursue this matter before the [Virginia] Commission, the proceeding before us will be deemed to be requesting our action only under authority of Virginia law and [the Virginia]**4] Commission's] Rules. n7

WorldCom filed the present Preemption Petition on October 26, 2000, requesting that this Commission preempt the jurisdiction of the Virginia Commission over the WorldCom/Verizon arbitration proceeding.

n5 *Petition of MCI Metro Access Transmission Services of Virginia, Inc. and MCI WorldCom Communications of Virginia, Inc. for Arbitration of an Interconnection Agreement with Bell Atlantic-Virginia, Inc.*, Case No. PUC'000225 (Aug. 10, 2000) (*Virginia Arbitration Petition*). By the time WorldCom filed the *Virginia Arbitration Petition*, the parties had spent several months unsuccessfully attempting to schedule negotiation sessions and debating which of various interconnection agreement templates would serve as the starting point for the negotiations. See WorldCom Preemption Petition at 2-5 and Exhibits 1-3 and 5; Verizon Opposition at 2-5 and Exhibits 1-4; WorldCom Reply at 5-7.

n6 *Petition of MCI Metro Access Transmission Services of Virginia, Inc. and MCI WorldCom Communications of Virginia, Inc., for Arbitration of an Interconnection Agreement with Bell Atlantic-Virginia, Inc.*, Case No. PUC'000225, Order, at 3 (Sept. 13, 2000) (*Virginia Order*).

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n7 *Id.*

II. DISCUSSION

4. Under the facts presented here, we grant WorldCom's Preemption Petition and assume the jurisdiction of the Virginia Commission under section 252(e)(5) to resolve WorldCom's request for arbitration of an interconnection agreement. Section 252(e)(5) directs this Commission to preempt the jurisdiction of a state commission in any proceeding or matter in [*6226] which a state commission "fails to act to carry out its responsibility under [section 252]." n8 Here, the Virginia Commission has expressly refused to apply federal law, citing the uncertainty surrounding the availability of Eleventh Amendment immunity from federal appeal under the Act. n9 Specifically, the *Virginia Order* stated that WorldCom's pursuit of its section 252(b)(1) arbitration petition would "be deemed to be requesting [the Virginia Commission's] action only under authority of Virginia law and [the Virginia Commission's] Rules." n10 The Virginia Commission relied upon its reasoning in a prior order, which refused to arbitrate an interconnection agreement between Cavalier Telephone and Bell Atlantic-Virginia, Inc. under federal law. n11 Noting that prior arbitration decisions **6] of the Virginia Commission were reviewed on federal appeal under section 252(e)(6), and that the Commonwealth was made a party to those appeals, the Virginia Commission further explained that it had no authority to waive the [*6227] Commonwealth's sovereign immunity. Accordingly, the Virginia Commission stated that it would "not take any action in this matter that may subject the Commonwealth to federal suit." n12

n8 47 U.S.C. § 252(e)(5). See also 47 C.F.R. § 51.801(b). The Commission previously has indicated that it will evaluate whether a state commission has fulfilled its responsibility under section 252 based on the particulars of each case. See, e.g., *Starpower Preemption Order*, 15 FCC Red at 11280, para. 8; *Petition for Commission Assumption of Jurisdiction of Low Tech Designs, Inc.'s Petition for Arbitration with Ameritech Illinois Before*

16 FCC Red 6224, *6227; 2001 FCC LEXIS 411, **6;
23 Comm. Reg. (P & F) 565

the Illinois Commerce Commission, with BellSouth Before the Georgia Public Service Commission, and with GTE South Before the Public Service Commission of South Carolina, CC Docket Nos. 97-163, 97-164, 97-165, Memorandum Opinion and Order, 13 FCC Red 1755, 1758-59, paras. 5, 33 (1997), *recons. denied*, 14 FCC Red 7024 (1999).

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n9 *Virginia Order* at 1-2. Federal judicial review is the sole remedy under the Act to seek recourse for state commissions' determinations concerning interconnection agreements. See 47 U.S.C. § 252(e)(4), (6). See also *Michigan Bell Telephone Co. v. Climax Telephone Co.*, 202 F.3d 862 (6th Cir. 2000) (state sovereign immunity barred by *Ex parte Young* doctrine), *cert. denied*, 121 S.Ct. 54 (2000) (mem.); *MCI Corp. v. Public Service Commission of Utah*, 216 F.3d 929 (10th Cir. 2000) (state constructively waived sovereign immunity, and *Ex parte Young* doctrine allowed suit against commissioners); *MCI Corp. v. Illinois Bell Telephone Co.*, 222 F.3d 323 (7th Cir. 2000) (same).

n10 *Virginia Order* at 3.

n11 See *Virginia Order* at 2 (referencing *Petition of Cavalier Telephone, LLC*, Case No. PUC990191, Order (June 15, 2000) (*Cavalier Order*)). In the *Cavalier Order*, the Virginia Commission explained: "We have concluded that there is substantial doubt whether we can take action in this matter solely pursuant to the Act, given that we have been advised by the United States District Court for the Eastern District of Virginia that our participation in the federal regulatory scheme constructed by the Act, with regard to the arbitration of interconnection agreements, effects a waiver of the sovereign immunity of the Commonwealth." *Cavalier Order* at 3-4. We note that the Virginia Commission has repeatedly indicated that it would refuse to arbitrate interconnection agreements under the Act in the context of other petitions. See *Petition of Focal Communications Corporation of Virginia*, Case No. PUC000079, Final Order (Aug. 22, 2000) (*Focal Order*) at 1; *Petition of Cox Virginia Telecom, Inc.*, Case No. PUC000212, Order of Dismissal (Nov. 1, 2000) (*Cox Dismissal Order*) at 4-5 (for the reasons stated in the *Cavalier Order*, the Virginia Commission "will not arbitrate the interconnection issues under federal law"); *Petition of AT&T Communications of Virginia, Inc.*, Case No. PUC000261, Order (Nov. 22, 2000) (*AT&T Order*) at 2 ("Until the issue of Eleventh Amendment immunity from federal appeal under the Act is resolved by the Courts of the United States, we will not act solely under the Act's federally conveyed authority in matters that might arguably implicate a waiver of the Commonwealth's immunity, including the arbitration of rates, terms, and conditions of interconnection agreements between local exchange carriers.").

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n12 *Cavalier Order* at 7-8. The Virginia Commission continued: "Any party that proceeds before us shall be deemed to be requesting our action under color of the authority we are unquestionably delegated to wield—that of the Commonwealth of Virginia . . ." *Id.* at 8.

5. We find that the Virginia Commission's approach does not satisfy its responsibilities under section 252 of the Act. Under the scheme established by the 1996 Act, upon receipt of a section 252(b)(1) arbitration petition, "the State commission shall resolve each issue set forth in the petition and the response, if any, by imposing appropriate conditions as required to implement [section 252(e)'s standards for arbitration] upon the parties." n13 Section 252(c), in turn, requires the state commission to ensure that its resolution of the outstanding arbitration issues meets "the requirements of section 251," including this Commission's implementing rules, as well as the pricing standards set forth in the Act. n14 Thus, by insisting upon arbitration pursuant to state law rather than the requirements of the Act, we find that the Virginia Commission has failed to act to carry out its responsibilities under section [**9] 252. Notably, although Verizon claims that preemption is inappropriate for procedural and policy reasons, n15 neither the parties nor the commenters in this proceeding dispute that the Virginia Commission failed to carry out its section 252 responsibilities. n16 Accordingly, we will preempt the jurisdiction of the Virginia Commission in the WorldCom/Verizon arbitration proceeding.

n13 47 U.S.C. § 252(b)(4)(C).

n14 47 U.S.C. § 252(c).

n15 See paras. 6–10, *infra*.

n16 See, e.g., WorldCom Reply at 5; AT&T Reply at 1; Cox Reply at 2.

6. We reject Verizon's claims that preemption is inappropriate for procedural and policy reasons. n17 Initially, we disagree with Verizon's contention that a lack of "substantive" negotiations renders the underlying arbitration petition defective and the WorldCom Preemption Petition premature. n18 As Verizon notes, WorldCom served Verizon with a request to negotiate a new interconnection agreement on March 3, 2000. n19 At any time during the period from the 135th to the 160th day following that request, WorldCom had a statutory right to petition the state commission [**10] to arbitrate any open issues. n20 In fact, the Act provides a limited window within which parties may file for arbitration of interconnection agreements. n21 In this case, after months of correspondence in which the parties were unable to agree on a schedule or starting template [*6228] for the negotiations, n22 WorldCom elected to proceed with state commission arbitration on the last day of the statutory period. n23 We find, therefore, that WorldCom's Preemption Petition was properly filed with this Commission under section 252(e)(5). For the same reasons, we also reject Verizon's claim that the underlying *Virginia Arbitration Petition* was premature.

n17 Verizon made similar claims with respect to the underlying *Virginia Arbitration Petition* in a motion to dismiss. The Virginia Commission expressly took no action on Verizon's motion. See *Virginia Order* at 2.

n18 See Verizon Opposition at 8–10.

n19 *Id.* at 2

n20 See 47 U.S.C. § 252(b)(1).

n21 47 U.S.C. § 252(b)(1).

n22 See WorldCom Preemption Petition at 2–5, and Exhibits 1–3 and 5; Verizon Opposition at 2–5, and Exhibits 1–4; WorldCom Reply at 5–7.

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n23 See WorldCom Reply at 3.

7. We also reject Verizon's claims that the WorldCom Preemption Petition should be dismissed on other procedural grounds. First, we reject Verizon's claim that WorldCom failed to comply with its statutory obligation under section 251(c)(1) to negotiate in good faith. n24 Although the record indicates that the parties failed to reach a negotiated agreement in the months preceding the filing of the *Virginia Arbitration Petition*, n25 we find no record evidence that WorldCom failed to negotiate in good faith. Second, we disagree with Verizon that WorldCom failed to identify, in the *Virginia Arbitration Petition*, the resolved and unresolved issues, and failed to describe Verizon's position on disputed issues, as required under section 252(b)(2)(A). n26 Based on the parties' limited discussions, WorldCom, in its *Virginia Arbitration Petition*, identified 40 disputed issues and attempted to describe Verizon's position on those issues. n27

n24 See 47 U.S.C. § 251(c)(1); 47 C.F.R. § 51.301. See also Verizon Opposition at 8.

n25 See *supra* n. 22.

n26 See Verizon Opposition at 10.

n27 See WorldCom Preemption Petition, Exhibit 5 (*Virginia Arbitration Petition*) at 7–25 (setting forth disputed issues and, to the extent known, the parties' positions on those issues). For example, WorldCom identified as Issue 11 whether, for purposes of reciprocal compensation, local traffic should include traffic to information service providers (ISPs). WorldCom stated its position that ISP traffic is local, and Verizon's position that ISP traffic is not local. *Id.* at 15. Similarly, with respect to Issue 20, WorldCom indicated that it has the right to require of Verizon any technically feasible method of interconnection, including a fiber meet point arrangement, jointly engineered as a SONET transmission system. According to WorldCom, Verizon would claim the right to refuse such an interconnection arrangement. *Id.* at 20.

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8. Third, although we recognize that WorldCom failed to comply with section 252(b)(2)(B) when it sought the

Virginia Commission's intervention because it served Verizon with the *Virginia Arbitration Petition* the day after filing with the state commission, n28 we do not agree with Verizon that, under the circumstances of the instant proceeding, this is an appropriate basis upon which to dismiss WorldCom's Preemption Petition. We find it significant for purposes of our analysis that the Act specifies no remedy for a delay in service such as the situation presented here. In the absence of a statutorily prescribed remedy, we must use our discretion to determine what remedy, if any, is appropriate.

n28 Section 252(b)(2)(B) requires a petitioning party to serve the other party with its arbitration petition "not later than the day on which the State commission receives the petition." 47 U.S.C. § 252(b)(2)(B).

9. In examining section 252(b)(2)(B)'s statutory framework, we believe that the purpose of section 252(b)(2)(B)'s service requirement is to provide the opposing party with [*6229] sufficient time (*i.e.*, 25 days) in which to respond [**13] to the claims made by the petitioner in the arbitration petition. A remedy, therefore, that assured the opposing party 25 days to respond would be appropriate. Here, because Verizon's deadline to respond fell on September 4, 2000, Labor Day, Verizon in fact had the full 25-day period in which to prepare its response. n29 Moreover, Verizon filed its response without seeking additional preparation time, and does not allege that the delayed receipt of the arbitration petition impeded its ability to respond. n30 We find that a more draconian remedy, such as dismissing outright the preemption petition before us, would contravene the intent of section 252(b)—to ensure a forum for parties to bring interconnection disputes for timely resolution. Significantly, given the Virginia Commission's stated intent not to act upon interconnection arbitrations under the Act, dismissal would be futile, and would only further delay the proceedings, contrary to congressional intent. Accordingly, we decline to dismiss WorldCom's Preemption Petition on this procedural basis.

n29 WorldCom filed the *Virginia Arbitration Petition* with the Virginia Commission on August 10, 2000. Verizon's response was thus neither due to, nor actually filed with, the Virginia Commission until September 5, 2000, exactly 25 days after Verizon received the *Virginia Arbitration Petition*.

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n30 WorldCom claims it would not have opposed a request for an additional day to respond to the *Virginia Arbitration Petition*, had Verizon made such a request. WorldCom Reply at 8, n. 13.

10. Finally, we reject as outside the scope of our section 252(e)(5) determination Verizon's policy claim that our assumption of jurisdiction over the WorldCom/Verizon arbitration proceeding could have "a devastating effect" on the parties' current interconnection negotiations in 20 other jurisdictions. n31 The WorldCom Preemption Petition concerns WorldCom's request for state commission arbitration of an interconnection agreement, and the Virginia Commission's failure to act on that request. This Commission has a statutory obligation to intervene where, as here, a state commission fails to act to carry out its responsibility under section 252. n32

n31 Verizon Opposition at 1.

n32 47 U.S.C. § 252(e)(5).

11. WorldCom may petition this Commission to arbitrate any open issues concerning an interconnection agreement with Verizon in Virginia. We address certain procedural issues governing arbitrations conducted by this Commission pursuant to section [**15] 252(e)(5) in a companion order. n33 In addition, the Chief, Common Carrier Bureau, will issue a public notice establishing procedures and a pleading schedule specific to the upcoming WorldCom/Verizon Virginia arbitration. n34 We reiterate the finding in the *Local Competition Order* that the Commission retains exclusive jurisdiction over any proceeding or matter over which it assumes responsibility under section 252(e)(5). n35 Similarly, any findings made by the Commission after it [*6230] assumes responsibility over a proceeding, and any judicial review of such findings, shall be the exclusive remedies available to the parties. n36

n33 *See Procedures for Arbitrations Conducted Pursuant to Section 252(e)(5) of the Communications Act of 1934, as amended*, Order, FCC 01-21 (rel. Jan. 19, 2001).

n34 *See generally* WorldCom Preemption Petition at 9-14; Verizon Opposition at 15-17; AT&T Comments at 5-8; Cox Comments at 4-12; WorldCom Reply at 9-13; Verizon Reply at 3-5; Cox Reply at 2-12.

16 FCC Rcd 6224, *6230; 2001 FCC LEXIS 411, **15;
23 Comm. Reg. (P & F) 565

n35 *See Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, First Report and Order, 11 FCC Rcd 15499, 16129, para. 1289 (1996) (subsequent history omitted).
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n36 *See* 47 U.S.C. § 252(e)(6).

III. CONCLUSION

12. For the foregoing reasons, we grant WorldCom's Petition for this Commission's preemption of jurisdiction over the arbitration of its interconnection agreement with Verizon in Virginia. WorldCom may petition for arbitration of an interconnection agreement with Verizon in Virginia in accordance with the schedule and procedures established by the Chief, Common Carrier Bureau.

IV. ORDERING CLAUSES

13. Accordingly, IT IS ORDERED that, pursuant to section 252 of the Communications Act of 1934, as amended, and 51.801(b) of the Commission's rules, 47 U.S.C. § 252 and 47 C.F.R. § 51.801(b), the Petition for Commission preemption of jurisdiction filed by WorldCom, Inc. on October 26, 2000, IS GRANTED.

14. IT IS FURTHER ORDERED that authority is delegated to the Chief, Common Carrier Bureau to arbitrate the WorldCom/Verizon interconnection dispute and to approve or reject an interconnection agreement, consistent with section 252 and the Commission's rules.

15. IT IS FURTHER ORDERED that this Order is effective upon release.

Magalie Roman Salas

Secretary