

**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-2011-0057
With Global Crossing Local Services, Inc. and Global)	
Crossing Telemanagement, Inc.)	

RESPONSE TO PETITION FOR ARBITRATION

Come now Global Crossing Local Services, Inc. and Global Crossing Telemanagement, Inc. (collectively, "Global Crossing"), pursuant to Section 252 of the federal Communications Act of 1934, as amended (the "Act"), and 4 CSR 240-36.040(7), and hereby respond to the Petition for Arbitration filed by Southwestern Bell Telephone Company ("ATT"), stating the following:

1. As required by 4 CSR 240-36.040(7), Global Crossing will restate the language used by ATT in the Petition for Arbitration to articulate the issues still in dispute between the parties. The positions of the parties on the disputed issues are also set forth in the Disputed Point List ("DPL"), which ATT attached to its Petition. When filed by ATT, the DPL already contained Global Crossing's position on each disputed issue.

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

2. [Paragraph 9 of ATT's Petition] 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.

Global Crossing Response: Global Crossing generally agrees with ATT's statement that the unresolved issues are few in number, and that they generally involve VoIP traffic, dark fiber, and routine network modifications. The absence of a large number of disputed issues should not indicate that the parties' disagreements are insubstantial. The issues in dispute go to the heart of Global Crossing's relationship with ATT, and its ability to function as a provider of competitive telecommunications in Missouri.

3. [Paragraph 10 of ATT Petition] 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).¹

Global Crossing's Response: Global Crossing agrees that the DPL sets forth the disputed issues. Global Crossing has reviewed and revised the DPL's statements of its position, as reflected in the DPL attached to ATT's Petition.

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

¹ 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).

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that I have on this 21st day of September, 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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