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August 8, 2000

Dale Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
Truman State Office Building, 5th Floor
301 West High Street
Jefferson City, Missouri 65101-1517

FILED²

AUG 10 2000

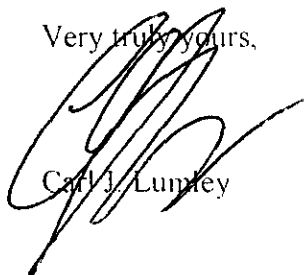
Missouri Public
Service Commission

Re: Case No. TC-2000-225, et al.

Dear Mr. Roberts:

Enclosed please find for filing with the Commission in connection with the above-referenced proceeding an original and nine copies of Brooks Fiber Communications of Missouri, Inc.'s and MCI WorldCom Communications, Inc.'s Response to SWBT's Motion for Sanctions. Upon your receipt, please file stamp the extra copy received and return to the undersigned. If you have any questions, please do not hesitate to contact us. *Portion of Exhibit A under seal as "MC".*

Very truly yours,



Carl J. Lumley

CJL:dn

Enclosures

cc. Michael Dandino, Office of Public Counsel (W/Enclosure)
Dan Joyce, General Counsel (W/Enclosure)
Anthony Conroy, SWBT (W/Enclosure)

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

FILED²

AUG 10 2000

Missouri Public
Service Commission

MCI WorldCom Communications, Inc.,)
and Brooks Fiber Communications of)
Missouri, Inc., and BroadSpan Communications,)
Inc., d/b/a Primary Network Communications,)
Inc.,)

Complainants,)

Case No. TC-2000-225, et al.

vs.)

Southwestern Bell Telephone Company,)

Respondent.)

BROOKS FIBER COMMUNICATIONS OF MISSOURI, INC.'S
AND MCI WORLD COM COMMUNICATIONS, INC.'S
RESPONSE TO SWBT'S MOTION FOR SANCTIONS

COME NOW Brooks Fiber Communications of Missouri, Inc. and MCI WorldCom Communications, Inc. (WC) and for their response to SWBT's Motion for Sanctions state to the Commission:

1. WC has responded in full to the two data requests that were addressed in the Commission's July 20 Order, in good faith, to the best of its ability, given the time and information that was available. A copy of WC's initial response of July 31 is attached to SWBT's Motion, as well as WC's Motion for Protective Order to Conclude Discovery, so it will not be duplicated here. In its initial response, WC indicated it was continuing to work to provide information. WC provided such additional information on August 8, 2000. WC's additional response is attached hereto as Exhibit A, in part under seal pursuant to the protective order issued in this case. SWBT's motion for sanctions does not accurately characterize the amount of information supplied by WC in its initial response and fails to acknowledge WC's stated intention to provide more information (which it has now done). Obviously, SWBT's Motion

does not take into account WC's additional (subsequent) response. SWBT's Motion for Sanctions has no basis.

2. The data requests sought the following information: (1) calculation of balance due for reciprocal compensation; (2) ISP customer monthly terminating minutes; (3) reciprocal compensation rates; (4) ISP customer name, address and telephone numbers; (5) prices charged to ISP customers; (6) identification of any incentives or revenue sharing with ISP customers; (7) ISP collocation contracts; and (8) ISP service agreements.

3. Regarding (1) calculation of balance due for reciprocal compensation, WC has provided updated versions of spreadsheets that had already been provided with both direct and surrebuttal testimony. The spreadsheets have been updated for changes since the surrebuttal testimony was filed. They include total minutes terminated by WC for SWBT. WC in part had to use terminating records to identify these minutes because SWBT has failed and refused to provide complete originating records as required by the agreements. WC was not able to provide the updates by July 31, because witness Aronson, who developed the spreadsheet in conjunction with his testimony, was not available due to vacation. Nonetheless, SWBT did not criticize the completeness of this response in its motion.

4. Regarding (2) ISP customer monthly terminating minutes, WC initially provided a sample of the best available information and asked for SWBT to comment on that format before proceeding to develop the response further. SWBT declined to collaborate, so WC has proceeded to develop and deliver reports covering the period from February 1998 to present, which was a full response. As indicated in the response, there is no established mechanism within WC to obtain the requested information. WC has used a program that was developed for other purposes in an effort to provide as complete a response as possible. It is not possible to

develop further information without undertaking a special project that will involve creation of a new database at great expense over a period estimated to be at least 6 weeks. WC submits SWBT should pay such costs if they are to be incurred. However, such special efforts and expenses should not be required. SWBT has received monthly traffic reports for potential ISPs covering more than two years.

SWBT unjustifiably criticizes WC for not being able to provide absolutely exact information. SWBT fails to recall that when SWBT was asked by Complainants to identify whether a portion of the amounts it had billed for reciprocal compensation was related to local calls terminated to ISPs served by SWBT, SWBT's response was: "As described below, SWBT cannot provide the documents requested.... For local calls originating from CLEC end users, **SWBT is currently unable to separately identify ISP traffic from other types of calls.**" (See Price Direct, p. 14-15, quoting SWBT response to request for production 3 (emphasis added). See also SWBT's responses to interrogatory 12 and interrogatory 13, quoted at Price Direct, p. 15-16). In other words, SWBT cannot identify calls to ISPs from its records. Complainants face a similar problem concerning SWBT's data request. That is why Complainants described the information as unavailable in their objections to the request (just as SWBT had stated in its aforesaid discovery response). The reciprocal compensation regime established by the interconnection agreements calls for the parties to exchange and rely upon originating records, not terminating records. However, SWBT has failed and refused to provide complete originating records to Complainants. Further, the agreements treat all local traffic the same, including for purposes of reciprocal compensation and the routing of traffic over local trunks. Hence, the parties (including SWBT) have no business need to and are not able to precisely segregate local traffic terminated to customers who happen to be ISPs from local traffic terminated to other

customers. The parties do not even have a means of exactly identifying which customers are ISPs. SWBT has unilaterally decided to try to treat a portion of such traffic differently when the called party is a "potential" ISP. However, it uses a process that it describes as involving an arbitrary criteria (that SWBT unilaterally selected) of 200 calls per month or calls over 60 minutes, followed up by some type of manual dial tone check, and it has admitted the results are not accurate. (See SWBT Response to Interrogatory 13, quoted in Price Direct, p. 15-16). Thus, neither SWBT nor Complainants have a mechanism for precisely identifying each and every minute of local traffic they are terminating to ISPs as opposed to other customers, in Complainants' case in particular because SWBT is not providing full originating records as required by the agreements. SWBT does not explain why WC should be able to answer the question with complete precision when SWBT has stated a complete inability to provide the same information to Complainants. WC had to undertake a special process, outside the ordinary course of business, to generate the information that it provided. That information was a full response given the time and systems available.

5. Regarding (3) reciprocal compensation rates, WC responded by identifying the applicable contract rates. SWBT did not criticize this response in its motion.

6. Regarding (4) ISP customer name, address and telephone numbers, WC has provided a full response. In its July 31 response, WC provided the information it had been able to glean from its billing system that corresponded to the potential ISPs identified in the initial response to item (2). As with item (2), WC has continued its efforts to respond and has provided additional information in Exhibit A regarding nearly all the potential ISPs identified in response to item (2). Information regarding a couple of potential ISPs has not been found yet, but WC continues to search for other sources of information.

7. Regarding (5) prices charged to ISP customers, WC responded by identifying the applicable tariffs. It has also supplied a copy of the tariffs. It was hoped that the search for specific customer service agreements (item (8)) would also yield specific pricing information, but as explained in paragraph 9 that search has been unsuccessful. WC is attempting to find another means of obtaining more information in response to this item.

8. Regarding (6) identification of any incentives or revenue sharing with ISP customers, WC provided a full response. SWBT erroneously states at page 5 of its Motion for Sanctions that WC's response was "unclear". The response was a clear "No".

9. Regarding (7) ISP collocation contracts and (8) ISP service agreements, WC has provided a full response. WC initially provided the business forms that are used for such arrangements, because that was all it was able to locate by July 31. SWBT misleads the Commission when it tries to minimize the amount of information that is contained in these form agreements. With regard to collocation arrangements, other than customer identification, facility location, total cost (unit costs are stated in the form), and period of time, these forms are complete. These forms do not have a large number of blanks to fill in. Nonetheless, WC continued its efforts and has identified and located completed contracts concerning Missouri collocations and supplied the information to SWBT. With regard to service arrangements, again the business form is complete other than customer identification, and service is in any event provided pursuant to published tariffs. WC has continued to search for completed forms for specific customers identified as potential Missouri ISPs, but has not been able to locate any. These documents are not retained in any centralized fashion, and may not be retained at all once the credit application process is complete. At this point, WC does not believe such documents can be located. WC believes it has fully responded to these items.

10. WC has complied with the Commission's July 20 order fully, in good faith, and to the best of its ability. SWBT's motion for sanctions is without merit.

11. SWBT continues to attempt to stand this case on its head. The agreements require the parties to pay reciprocal compensation on all local traffic, without regard to the identity or business of the called party. Complainants have identified the amount of local traffic they have terminated for SWBT, as well as the amount of reciprocal compensation that SWBT has refused to pay, as best they can given SWBT's refusal to provide complete originating records as required by the interconnection agreements. SWBT did not assert in its Motion for Sanctions that Complainants' response regarding total local minutes and amounts due (item (1)) was incomplete. Complainants have identified the applicable agreements and information pertinent to the interpretation thereof. In testimony, Complainants have met their burden of proving that all local traffic, including the traffic in dispute, is subject to reciprocal compensation. It is SWBT that contends that it should not have to pay reciprocal compensation on a particular portion of local traffic, namely calls terminating to called parties that are ISPs. It is SWBT that contends the traffic is interstate, not local. It is SWBT that has the burden of proving this assertion. (See, e.g., Section 386.430, burden of proof on party seeking to avoid PSC order (i.e. here the order approving interconnection agreements applying reciprocal compensation to all local traffic), MAI 3.01, burden of proof of proposition of fact is upon party who relies upon the proposition). Further, as the testimony shows, SWBT had no right to withhold payments under the interconnection agreements and instead should have made payments and brought its challenge, again bearing the burden of proof. Yet, SWBT has admitted that it is not able to precisely separate out this portion of traffic. Complainants cannot precisely separate out this portion of local traffic either, nor is there any reason for them to have had established a process

for doing so. The agreements do not require any such separation of local traffic, and Complainants have no established method for undertaking such a separation of local traffic. This discovery dispute only serves to confirm what SWBT has admitted in its discovery responses: calls to ISPs are local calls. SWBT stated: "For local calls originating from CLEC end user customers, SWBT is currently unable to separately identify ISP traffic from other types of calls." (SWBT Response to Interrogatory 13, quoted in Price Direct, p. 16)(emphasis added). All local calls are subject to reciprocal compensation under the agreements. There is no merit to SWBT's attempt to avoid its obligation to pay such compensation through a motion for discovery sanctions.

12. SWBT's frustration that Complainants do not have information helpful to its efforts to prove an exception to the applicability of reciprocal compensation to local traffic should be seen for what it really is, namely frustration over its inability to prove something that does not exist. The information is not there, because SWBT's claim is spurious. Complainants' testimony does prove that the traffic in dispute is "true local traffic", to use SWBT's phrase (not a contract phrase). WC's obligation under the Commission's July 20 order was not to prove its case, but rather to respond to the questions as best as it could. The questions do not seek the information SWBT describes as "critical" to its case regarding the beginning point of communications (Motion for Sanctions, paragraph 10) – i.e. SWBT's own originating records. WC has provided the information regarding the "end point" of the communications in its responses, identifying its potential ISP customers and the telephone numbers to which SWBT-originated calls have been terminated, contrary to SWBT's unfounded complaints. Moreover, SWBT's assertion in its Motion that the ISP telephone numbers to which calls are delivered constitute the "end point of the communications" (Motion, paragraph 10), concedes the ultimate

factual issue in the case – local calls do terminate to called ISPs. SWBT did not request any information about what the ISPs have specifically done for each of their customers once calls have been terminated to them, precisely because such information has nothing to do with the “end point of the communications”. Local calls to ISPs terminate to ISPs and are subject to reciprocal compensation.

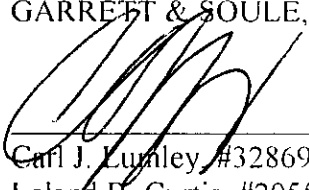
13. As explained in WC’s Motion for Protective Order to Conclude Discovery, the Complaints only seek a determination that reciprocal compensation applies to all local traffic, including calls terminated to ISPs. They do not seek a call-by-call evaluation of all traffic terminated for SWBT or a determination therefrom of the actual amount owed by SWBT, or an award of such amount. Such matters will be resolved between the parties through dispute resolution or litigation in court, once the Commission resolves the dispute over SWBT’s failure to pay reciprocal compensation on all local traffic and its attempt to obtain free termination of a portion of that traffic based on its unilateral and arbitrary identification of a portion of that traffic as potentially being terminated to ISPs. The Commission need only address the applicability of reciprocal compensation rates to local traffic and the fact that calls terminated to ISPs within a local calling scope constitute local traffic.

14. SWBT may have requested the information more than three months ago, but Complainants timely objected. Given that SWBT did not promptly take issue with the objections, Complainants reasonably concluded that SWBT accepted the objections. It was only recently that SWBT apparently changed its mind and began to pursue the matter further. In the end, Complainants were afforded 7 working days to respond initially by July 31, not three months, and not even the 20 days that would usually be available. Presumably, that is why the Commission’s Order expressly acknowledged that it might not be possible to make a complete

response by July 31. WC responded as best it could on July 31, continued to work on the project since then and has supplied extensive additional information, and still continues to seek more information. WC has not refused to comply with the Commission's July 20 Order or otherwise disregard the Commission's authority. WC has not refused to look for information. WC has taken the Order very seriously and has worked very hard to meet its requirements. WC cannot simply pull information out of the air, however, and it has done the best it could under the circumstances.

WHEREFORE, WC prays the Commission to deny SWBT's Motion for Sanctions.

CURTIS, OETTING, HENIZ,
GARRETT & SOULE, P.C.

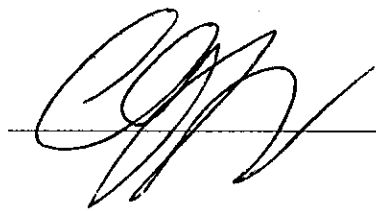


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Attorneys for MCI WorldCom Communications,
Inc. and Brooks Fiber Communications of Missouri,
Inc.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was mailed to all parties listed on the attached service, via U.S. Mail, postage paid, on the 9th day of August, 2000.



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August 8, 2000

Anthony Conroy
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St. Louis, Missouri 63101

via hand delivery

Re: WC Answers to SWBT's Second Set of Data Requests
Case No. TC-2000-225 et al., per PSC Order of 7/20/00

Dear Tony:

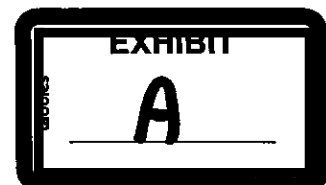
As promised in my letter of July 31, 2000, enclosed you will find additional information in response to the data requests, as follows:

Request No. 1

Enclosed you will find the updated versions of the spreadsheets regarding the balances owed by SWBT to MCIWC and Brooks, respectively, for reciprocal compensation for local traffic in Missouri. These spreadsheets are labeled as Schedule I.

A. Given that SWBT has declined to collaborate in the generation of a response to this question as requested in my letter of July 31, 2000, enclosed you will find additional monthly traffic volume reports with potential ISPs identified by an "x" in the left column (except Maxcom appears to be marked in error). These reports were generated by the method described in my letter of July 31. These reports cover from February 1998 to July 2000. They are labeled as Schedule 1A. Regarding the companies identified as possible ISPs on the June 2000 report provided on July 31, it does not appear that KC Star and Travel Now are ISPs.

The enclosed reports are not designed specifically to identify potential ISP customers, nor are there any such records kept or generated by WC in the usual course of business. The enclosed reports are generated using a program written by the Carrier Billing Services Group for other purposes in approximately the second quarter of 1998. The program pulls data from a legacy WorldCom database to obtain retail Brooks and MFS customer names and associated ANIs and create a reference table of ANIs with associated customer names, and to accumulate data from switch records used for billing to obtain the terminating MOU. The database has no indication of a customer's line of business (ISP or otherwise). The "x" marks identifying customers as



possible ISPs are assumptions based on names and volumes. In many instances the ANI information is incomplete, in that the ANI is not associated with a customer name. When the program was begun, the database only contained MFS information. Brooks was acquired by WorldCom in the first quarter of 1998, but its information was not loaded until about April 1999. Thus, there is no data available from this program for MFS customers prior to the second quarter of 1998 or Brooks customers prior to April 1999. My prior letter was in error regarding the dates of available information. There is also an unidentified problem that causes a gap in the MFS data for August to November 1998 (the data in the shaded gaps appears to be spurious). The report for February 1998 to May 1999 includes Kansas customers and more because the data was not then sorted by state, only by switch. The reports are not key to any particular business operation, so maintenance is a low priority. Hence, there has never been an effort to remedy the deficiencies identified herein.

There is no way of obtaining additional information without engaging in the creation of a new database by locating and loading switch termination and other records. The expense of such a project has not been calculated. My clients would expect SWBT to pay for the cost of such a special project. The time for completion of such a project is approximately six weeks, subject to actually locating the necessary underlying switch tapes and records.

As before, the information in this response and on these reports relates directly to specific customers and market-specific information relating to services offered in competition with others, and is classified as highly confidential under the provisions of the protective order issued in this case.

C. Enclosed as Schedule 1C you will find further information regarding potential ISP customers. As before, these documents relate directly to specific customers and market-specific information relating to services offered in competition with others, and are classified as highly confidential under the provisions of the protective order issued in this case.

Request No. 2

A. The tariffs referenced in our prior response are enclosed as Schedule 2-A. It was hoped that customer specific pricing information would be found as a result of the search for specific service agreements. That search was unsuccessful as discussed below. We are looking for another way of finding such information.

D. Enclosed herewith you will find a spreadsheet labeled as Schedule 2-D-4 that lists identified collocation addresses in Missouri. IDT apparently uses some other billing system, because its traffic is not showing up on the enclosed reports. Further, enclosed herewith labeled as Schedules 2-D-5 to 2-D-11 you will find the specific completed master (i.e. multi-state) customer collocation contracts pertaining to Missouri that have been located in the centralized filing systems. If there are any others, which it does not appear, there is no known way of finding them at this time. By way of further explanation of the July 31 response, customers are not allowed to collocate within the switch. This information and the enclosed documents relate directly to specific customers and market-specific information relating to services offered in

competition with others, and are classified as highly confidential under the provisions of the protective order issued in this case.

E. Continued searching has led to the conclusion that these completed forms are not kept in any centralized location, and may not be kept at all. In any event, there is no known way of locating them at this time.

The sources for this additional information were Dan Aronson and Mark Argenbright.

Very truly yours,


Carl J. Lumley

BROOKS MISSOURI

Invoice Date	Minutes of Use	Usage Charges	Adjustments	Finance Charges	Invoice Totals	SWBT Payments	Balance
524	11/03/1997	7,967,963	95,615.57	(36,652.67) a	58,962.90	(24,724.19)	34,238.71
522	12/01/1997	856,024	6,334.57		6,334.57	(6,334.57)	-
524	12/01/1997	6,367,156	76,405.87	(29,288.91) a	47,116.96		47,116.96
522	01/06/1998	2,069,573	15,314.83		15,314.83	(26,550.26)	(11,235.43)
524	01/06/1998	7,366,456	54,511.80		54,511.80	(7,676.63)	46,835.17
522	02/17/1998	6,182,244	45,748.61		45,748.61	(9,377.09)	36,371.52
524	02/17/1998	10,113,197	74,837.63		74,837.63		74,837.63
522	03/10/1998	6,734,530	49,835.51		49,835.51		49,835.51
524	03/10/1998	8,210,917	60,760.82		60,760.82		60,760.82
522	04/06/1998		0.00		0.00	(18,725.82)	(18,725.82)
524	04/07/1998	8,130,944	60,168.97		60,168.97		60,168.97
522	04/08/1998	10,221,593	75,639.78		75,639.78		75,639.78
522	05/06/1998		0.00		0.00	(10,587.71)	(10,587.71)
524	05/06/1998		0		0.00		-
522	05/07/1998	12,406,187	91,805.80		91,805.80		91,805.80
522	06/05/1998	12,733,615	94,228.75		94,228.75	(3,697.83)	90,530.92
524	06/05/1998		0		0.00		-
522	07/10/1998	14,983,913	110,880.95		110,880.95	(14,730.96)	96,149.99
524	07/10/1998	28,756,550	212,798.45		212,798.45	(5,095.73)	207,702.72
522	08/10/1998	6,668,071	43,894.67	7,546.44	51,441.11	(4,284.95)	47,156.16
524	08/10/1998	11,341,024	73,807.31	9,966.29	83,773.60	(12,076.70)	71,696.90
522	09/10/1998	9,712,517	71,872.63	6,095.65 b	86,168.16	(6,792.51)	79,375.65
524	09/10/1998	17,413,549	128,860.27	10,415.49 b	11,366.76	(6,468.20)	144,174.32
522	10/10/1998	14,547,547	109,199.48	(381.68) c	9,340.54	(8,651.41)	109,506.93
524	10/10/1998	21,841,552	163,458.63	(275.72) c	13,576.55	(8,312.14)	168,447.32
522	11/10/1998	15,186,894	113,984		11,450.55	(8,670.23)	116,764.32
524	11/10/1998	19,458,568	149,669.56		16,727.77	(7,092.02)	159,305.31
522	12/10/1998	14,039,207	115,101.27		13,529.29	(8,903.96)	119,726.60
524	12/10/1998	19,200,416	145,770.91		19,541.69	(9,575.12)	155,737.48
522	01/10/1999	11,999,933	105,640.08		15,251.81	(8,088.96)	112,802.93
524	01/10/1999	34,223,696	258,854		22,187.58	(11,205.81)	269,835.77
524	02/10/1999	NA	178.81		178.81	(178.81)	-
522	03/10/1999	79,142,471	639,322.38		17,259.70	(113,201.15)	543,380.93
524	03/10/1999	99,109,567	752,088.95		26,990.65	(11,159.45)	767,920.15
522	04/10/1999	28,125,742	227,378.63		28,946.87	(37,339.71)	218,985.79
524	04/10/1999	36,319,383	276,853.59		40,858.27	(20,970.73)	296,741.13
522	06/10/1999	34,743,981	283,040.45		30,829.83	(21,152.36)	292,717.92
524	06/10/1999	73,394,268	554,295.15		45,941.63	(9,906.42)	590,330.36
522	07/10/1999	32,349,865	263,091.57		36,416.72	(21,975.41)	277,532.88
524	07/10/1999	51,348,276	387,119.52		56,625.84	(10,428.21)	433,317.15
522	08/10/1999	1,256,569	12,493.07		41,371.46	(12,219.72)	41,644.81
524	08/10/1999	8,570,360	64,369.57		64,348.17	(18,904.25)	109,813.49
522	09/10/1999	74,079,926 *	13,547.81	537,808.22 d	41,939.09	(12,591.94)	580,703.18
524	09/10/1999	93,410,789 *	86,641.38	606,670.63 d	66,453.73	(12,494.25)	747,271.49
522	10/10/1999	77,140,858 *	250,197.57	342,716.63 d	52,282.23	(13,787.41)	631,409.02
524	10/10/1999	93,941,457 *	374,651.44	329,811.87 d	79,641.06	(44,946.94)	739,157.43
522	12/10/1999	68,712,169 *	20,442.70	491,844.99 d	63,297.17	(18,221.37)	557,363.49
524	12/10/1999	103,271,882 *	151,605.78	625,256.79 d	92,575.67	(35,227.99)	834,210.25
522	01/10/2000	48,746,968 *	16,824.36	345,937.79 d	73,542.58	(10,528.79)	425,775.94
524	01/10/2000	63,779,852 *	180,581.94	299,526.77 d	108,051.67	(32,985.46)	555,174.92
522	02/10/2000	58,127,815 *	20,568.98	412,570.94 d	80,984.47	(16,826.62)	497,297.77
524	02/10/2000	49,225,871 *	33,281.47	335,925.07 d	117,893.86	(34,247.21)	452,853.19
522	03/10/2000	65,869,942 *	30,882.45	463,143.37 d	89,948.47	(20,572.09)	563,402.20
524	03/10/2000	54,915,717 *	85,411.40	327,260.43 d	125,977.11	(33,294.53)	505,354.41
522	04/10/2000	-	-	-	100,043.70		100,043.70
524	04/10/2000	-	-	-	135,037.16		135,037.16
522	05/10/2000	96,730,557	46,978.66	679,934.36 d	101,458.29	(77,866.21)	750,505.10
524	05/10/2000	80,920,647	135,160.65	473,887.45 d	136,848.18	(158,655.50)	587,240.78
522	06/10/2000	62,085,288	80,749.60	388,879.16 d	116,203.30	(80,749.94)	505,082.12
524	06/10/2000	55,036,704	195,426.55	222,531.60 d	150,043.43	(192,652.43)	375,349.15
522	07/10/2000	60,390,687	35,859.45	415,178.24 d	125,245.09		576,282.78
524	07/10/2000	56,030,909	53,356.41	365,680.99 d	157,329.79		576,367.19
2,045,512,354.55		# \$ 7,877,401.01	\$ 7,614,477.46	\$ 2,563,070.34	\$ 18,054,948.81	\$ (1,300,707.70)	\$ 16,754,241.11

* Note - Includes minutes appearing in adjustment section of invoice for estimated ISP suspected traffic

Explanation of adjustments:

- a. Rate restatement of 11/3/97 and 12/1/97 invoices
- b. Adjustment to reflect tandem switching charge for 8/10/98 invoice.
- c. Reversal of finance charges upon recognition of payment received in a prior period.
- d. Following Cessation of 9299 Record delivery for suspected ISP usage by SBC,
the balance of terminating usage is invoiced using WorldCom measure of terminating usage.

TC-2000-225
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Invoice Date	Minutes of Use	Usage Charges	Adjustments	Finance Charges	Invoice Totals	SWBT Payments	Balance
06/10/98	43,999,109	\$ 613,432.89			\$ 613,432.89	\$ (213,913.48)	\$ 399,519.41
07/10/98	48,719,143	680,508.10			680,508.10	(107,034.25)	573,473.85
12/10/98	36,668,339	294,753.18	(972,993.26)	a	(678,240.08)	(69,446.91)	(747,686.99)
01/10/99	1,794,080	28,128.56	98,536.42	b	4,421.30	(14,609.51)	116,476.77
03/10/99	627,673,359	6,905,137.76	(329,794.26)	c	179.83	(35,744.44)	6,539,778.89
04/10/99	45,041,812	498,852.01			103,759.60	(21,955.42)	580,656.19
06/10/99	51,908,414	577,850.81			111,933.27	(11,872.38)	677,911.70
07/10/99	51,437,766	556,851.77			122,280.03	(11,810.56)	667,321.24
09/10/99	121,043,776	26,537.62	1,076,833.75	d	132,111.77	(29,218.06)	1,206,265.08
10/10/99	111,147,031	542,403.49	560,579.56	d	150,644.01	(20,596.50)	1,233,030.56
12/10/99	98,394,292	47,225.37	885,308.27	d	168,701.20	(39,506.31)	1,061,728.53
01/10/00	63,704,551	29,975.20	561,218.37	d	185,219.72	(25,607.51)	750,805.78
02/10/00	70,420,543	51,680.37	610,644.03	d	196,273.33	(29,977.33)	828,620.40
03/10/00	80,004,001	74,108.99	680,009.27	d	208,768.18	(51,682.64)	911,203.80
04/10/00					222,761.82		222,761.82
05/10/00	125,314,581	459,470.77	\$ 762,246.05	d	225,328.01	(533,582.12)	913,462.71
06/10/00	75,045,287	320,691.29	\$ 423,256.74	d	247,033.68	(320,685.58)	670,296.13
07/10/00	73,571,974	107,161.83	\$ 558,815.27	d	253,894.67		919,871.77
	1,725,888,057.90	\$11,814,770.01	\$4,914,660.21	\$ 2,333,310.42	\$19,062,740.64	\$(1,537,243.00)	\$ 17,525,497.64

* Note - Includes minutes appearing in adjustment section of invoice for estimated ISP suspected traffic

Explanation of adjustments:

- Pursuant to SBC request, amounts billed on the basis of WorldCom measured termination were reversed contingent upon agreement of SBC's delivery of all delivered data for processing. The additional processing appears on the 3/10/99 invoice.
- Adjustment of toll rates and EAS usage segment from 12/10/98 invoice
- Adjustment to restate usage related to ISP traffic pursuant to delivery of measurements by SBC.
- Following Cessation of 9299 Record delivery for suspected ISP usage by SBC.
the balance of terminating usage is invoiced using WorldCom measure of terminating usage.

MCI WORLDCOM Communications, Inc.

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SECTION 13 – MCI WORLDCOM ON-NET LOCAL EXCHANGE SERVICE

13.1 Local Line (Continued)

Missouri Public
Service Commission

13.1.3 Local Line and High Capacity Inbound Service Rates and Charges (cont.)

REC'D SEP 09 1999

B. Recurring Monthly Charges

Local Line - Line Charge, per line:

Per Call Option	\$ 16.70
Unlimited Option	\$ 33.55
Per Minute Option	\$ 16.70

C. Optional Features

	<u>Monthly Recurring</u>	<u>Non-Recurring</u>
Feature Package 1	\$ 4.50	\$ 10.00
Feature Package 2	\$ 9.50	\$ 10.00
Call Waiting/Cancel Call Waiting	\$ 3.00	\$ 5.00
Call Transfer or Three Way Calling	\$ 2.00	\$ 5.00
Call Forward Busy	\$ 1.00	\$ 5.00
Call Forward No Answer	\$ 1.00	\$ 5.00
Speed Dialing - 8 Codes	\$ 2.00	\$ 5.00
Speed Dialing - 30 Codes	\$ 4.00	\$ 5.00
Toll Restriction	\$ 3.00	\$ 5.00
Distinctive Ringing	\$ 4.00	\$ 5.00
Caller ID - Number	\$ 5.00	\$ 5.00
Voice Mail	\$ 12.00	\$ 10.00
Vanity Number	\$ 2.00	\$ 30.00

D. Usage Rates

The rates in Section 13.3 will apply.

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MISSOURI
Public Service Commission

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EFFECTIVE **SEP 9 1999**

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Six Concourse Parkway
Suite 3200
Atlanta, GA 30328

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ORIGINAL PAGE 21.2

MCI WORLDCOM ON-NET LOCAL EXCHANGE SERVICE

Missouri Public
Service Commission

REC'D OCT 21 1998

21.1 Local Line: Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number. (AT)

21.1.1 Standard Features: Each Local Line Customer is provided with the following standard features:

Call Forward Variable
TouchTone
Caller ID Blocking - Selective
Hunting (Multi-Line only)

21.1.2 Optional Features: A Local Line Customer may order the following optional features, at the rates specified in Section 21.1.3.3:

Features Package 1

All Standard Features listed above
Calling Transfer or Three Way Calling
Call Forward Busy
Call Forward No Answer
Speed Dialing - 8

Features Package 2

All Features Package 1
Toll Restriction
Speed Dialing - 8 or 30

A la Carte Features

Calling Transfer or Three Way Calling
Call Forward Busy
Call Forward No Answer
Speed Dialing - 8 or 30
Toll Restriction
Call Waiting/Cancel Call Waiting
Distinctive Ringing
Caller ID- Number
Voice Mail
Vanity Number

21.1.3 Local Line and High Capacity Inbound Service Rates and Charges: A Local Line and High Capacity Inbound Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges and usage charges as specified in Sections 21.1.3.1, 21.1.3.2 and 21.1.3.4, respectively. Local Line charges will vary based on whether the Customer chooses the per call, per minute or unlimited rate option, as specified in Section 21.1.3.2. The usage rates in Section 21.3 will only apply if the Customer chooses the Per Call or Per Minute Option specified in Section 21.1.3.2. (AT)

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ORIGINAL PAGE 21.3Missouri Public
Service Commission

MCI WORLDCOM ON-NET LOCAL EXCHANGE SERVICE

REC'D OCT 21 1998

21.1 Local Line (Continued)

(AT)

21.1.3 Local Line and High Capacity Inbound Service Rates and Charges (Continued)21.1.3.1 Non-Recurring Charges

Line Connection Charge (per line)	\$52.25
Account Setup (per account)	\$0.00
Account Changes Moves, Changes, Additions (per change)	\$10.50
Account Changes (per billing record change)	\$7.75
Line Restoral Charge (per line)	\$15.75

(Applies for line restoral after temporary interruption of service initiated by the Company. If service is temporarily interrupted and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.)

Suspension of Service Restoral Charge (per line) \$20.50
(Applies for line restoral after Customer-initiated suspension.)

21.1.3.2 Recurring Charges Monthly

Local Line - Line Charge (per line):

Per Call Option	
Kansas City	\$16.70
Springfield	\$19.75

Unlimited Option	
Kansas City	\$33.55
Springfield	\$25.70

Per Minute Option	
Kansas City	\$16.70
Springfield	\$19.75

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MCI WORLDCOM ON-NET LOCAL EXCHANGE SERVICE

Missouri Public
Service Commission

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21.1 Local Line (Continued)

(AT)

21.1.3 Local Line and High Capacity Inbound Service Rates and Charges (Continued)21.1.3.3 Optional Features:

	<u>Monthly Recurring</u>	<u>Non- Recurring</u>
Feature Package 1	\$4.50	\$10.00
Feature Package 2	\$9.50	\$10.00
Call Waiting/Cancel Call Waiting	\$3.00	\$5.00
Call Transfer or Three Way Calling	\$2.00	\$5.00
Call Forward Busy	\$1.00	\$5.00
Call Forward No Answer	\$1.00	\$5.00
Speed Dialing - 8 Codes	\$2.00	\$5.00
Speed Dialing - 30 Codes	\$4.00	\$5.00
Toll Restriction	\$3.00	\$5.00
Distinctive Ringing	\$4.00	\$5.00
Caller ID - Number	\$5.00	\$5.00
Voice Mail	\$12.00	\$10.00
Vanity Number	\$2.00	\$30.00

21.1.3.4 Usage Rates: The rates in Section 21.3 will apply.

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MCI WORLDCOM Communications, Inc.

MO PSC TARIFF NO. 4
Original Page No. 263SECTION 13 – MCI WORLDCOM ON-NET LOCAL EXCHANGE SERVICE13.1 Local Line (Continued)Missouri Public
Service Commission13.1.3 Local Line and High Capacity Inbound Service Rates and Charges:

REC'D SEP 09 1999

A Local Line and High Capacity Inbound Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges and usage charges as specified in Sections 13.1.3.A, 13.1.3.B and 13.1.3.D, respectively. Local Line charges will vary based on whether the Customer chooses the per call, per minute or unlimited rate option, as specified in Section 13.1.3.B. The usage rates in Section 13.3 will only apply to those customers who choose the Per Call or Per Minute Option specified in Section 13.1.3.B.

A. Non-Recurring Charges

Line Connection Charge, per line	\$ 52.25
Account Setup, per account	\$ 0.00
Account Changes, Moves, Additions, per change	\$ 10.50
Account Changes, per billing record change	\$ 7.75
Line Restoral Charge, per line	\$ 15.75

(Applies for line restoral after temporary interruption of service initiated by the Company. If service is temporarily interrupted and payment is not received within 10 days following the interruption, the Company reserves the right to discontinue service. If service is discontinued and subsequently re-established, charges apply as for a new installation of service.)

Suspension of Service Restoral Charge, per line \$ 20.50

(Applies for line restoral after Customer-initiated suspension.)

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