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November 11, 1999

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

Via Federal Express

FILED²

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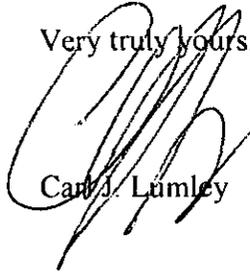
Missouri Public
Service Commission

Re: Case No. TC-2000-225 Consolidated With TC-2000-226

Dear Mr. Roberts:

Enclosed please find for filing with the Commission an original and fifteen copies of the Affidavit of Gary J. Ball, a copy of which is attached to MCI WorldCom Communications, Inc.'s and Brooks Fiber Communications of Missouri, Inc.'s Joint Motion to Strike filed with the Commission under separate cover. This Affidavit contains the original signature page to Mr. Ball's Affidavit. Upon your receipt, please file stamp the extra copy received and return to the undersigned in the enclosed, self-addressed, stamped envelope. If you have any questions, please do not hesitate to contact us.

Very truly yours,


Carl J. Lumley

CJL:dn

Enclosures

cc. Office of Public Counsel (W/Enclosures)
General Counsel (W/Enclosures)
SWBT (W/Enclosures)
MCIWC (W/Enclosures)
Brooks (W/Enclosures)

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NOV 12 1999

Missouri Public Service Commission

STATE OF NEW YORK)
)
) SS.
COUNTY OF KINGS)

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

MCI WorldCom Communications, Inc.,)
and Brooks Fiber Communications of)
Missouri, Inc.,)

Complainants,)

Case No. TC-2000-225

vs.)

Southwestern Bell Telephone Company,)

Respondent.)

AFFIDAVIT OF GARY J. BALL

I, Gary J. Ball, being of sound mind and over the age of 21 years, do hereby swear and affirm that I have personal knowledge of the following facts:

1. I am presently the Director of Regulatory Policy Development for MCI WorldCom. My current responsibilities include providing national policy guidance on pricing issues related to interconnection negotiations. I am also responsible for overseeing the company's contract enforcement activities related to disputes over the payments of reciprocal compensation. I have a Bachelor of Science degree in Electrical Engineering from the University of Michigan and a Masters of Business Administration from the University of North Carolina. I have worked in the telecommunications industry since 1991. I have had extensive experience in network and regulatory planning and analysis. My regulatory experience includes responsibility for developing and implementing regulatory policies on both state and federal levels, developing and filing local and federal tariffs, ensuring compliance with state and federal rules, and providing support for business, marketing, and network planning. Prior to my current position, I was responsible for the oversight of interconnection negotiations and agreements pursuant to the Telecommunications Act of 1996 ("Act").

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2. During the period from 1996 to 1998, I held the position of Director of Regulatory Affairs for MFS Communications, reporting to Alex Harris, who, at that time, was Vice President of Regulatory Affairs for MFS Communications. Mr. Harris was the officer for MFS whose signature appears on the interconnection agreement between MFS and SWBT for Missouri. My principal responsibilities at that time concerned the negotiation of interconnection agreements in the northeastern United States with Bell Atlantic and NYNEX. My counterpart in the Southwestern Bell region was Tim Devine, who was also a Director who reported to Alex Harris and was responsible for negotiating interconnection agreements with SWBT and BellSouth.

3. Because Mr. Devine is no longer with MCIWorldCom, I have been asked to supply this Affidavit to describe my knowledge of MFS's negotiations with SWBT regarding the treatment of calls to Internet Service Providers (ISPs) as local traffic subject to the contractual provisions requiring the payment of reciprocal compensation.

4. During the time frame when the MFS-SWBT Missouri interconnection agreement was negotiated and made, the telecommunications industry custom and practice was to treat calls to ISPs as local calls terminating at the ISP locations. Based on FCC Rules and Orders, ISPs were allowed to purchase local business lines and trunks from SWBT's local service tariffs. Calls to ISPs by SWBT's end users were dialed using the seven or ten digit local dialing pattern and SWBT was compensated by their end users in the form of local service charges. Furthermore, based on FCC Accounting Rules and Orders, SWBT's revenues and expenses for these local calls to ISPs were treated as intrastate revenues and expenses. Additionally, SWBT did not request any unique treatment of calls to ISPs. SWBT could have, but did not, request that ISP traffic be routed, billed, or accounted for separately from other local traffic. I know this because, had such a request been made, our national position would have required that such a request be arbitrated. For example, US West objected to the treatment of ISP traffic as local

traffic subject to reciprocal compensation during the course of negotiations with MFS for Washington, Oregon, Arizona, Colorado, and Minnesota, and the issue was then arbitrated in each of these states. It should be noted that all of these arbitration decisions required that reciprocal compensation be paid for ISP traffic. No such arbitration was necessary in Missouri because MFS and SWBT agreed upon language requiring each company to pay reciprocal compensation to the other company on all local traffic, including calls to ISPs.

5. The interconnection negotiation that Mr. Devine was engaged in with SWBT was regional in nature, consistent with the negotiations with all of the other Regional Bell Operating Companies. The language in these interconnection agreements was substantially the same across all of the states in the areas in which MFS desired to operate. Hence, the language in the MFS-SWBT Missouri interconnection agreement is substantially the same as the language in the MFS-SWBT Texas, Oklahoma, and Kansas interconnection agreements.

6. Consistent with the custom and practice of the industry, MFS and SWBT agreed upon language that subjected all local traffic, including calls to ISPs, to reciprocal compensation.

FURTHER AFFIANT SAYETH NOT.

Gary J. Ball
Gary J. Ball

Subscribed and sworn to before me, a Notary Public, this 10th day of
November, 1999.

Cora L. Dorcent
Notary Public

My Commission Expires:

CORA L. DORCENT
Notary Public, State of New York
No. 24-5011388
Qualified in Kings County
Certificate Filed in New York County
Commission Expires April 19, 2001