

not release such information publicly for ten calendar days, in order to allow the responding party time to pursue any legal remedies that it may have.

Storage at the Commission

Confidential Information, including that portion of testimony containing references thereto, if filed with the Commission, shall clearly be labeled as Confidential and filed under seal, and shall be segregated in the files of the Commission, and shall be withheld from inspection by any persons not bound by the terms of this Protective Order, unless such Confidential Information is released from the restrictions of this Order either through agreement of the parties, as a result of an Open Records Decision by the Attorney General, or, after notice to the parties and hearing, pursuant to the order of the Arbitrator, the Commission, or a court having jurisdiction.

Good Faith Use of Material

To the extent that such efforts will not damage a party's presentation of its position in these proceedings, each party shall use its best efforts to phrase deposition and other discovery questions, prefiled testimony, questions asked on live examination of a witness, briefs, other pleadings and oral argument in a way which will eliminate or minimize the need for documents in the record to be under seal. Any party intending to refer to Confidential Information during a hearing in a Proceeding shall, as soon as possible, provide advance notice of this to the parties, and the ALJ, identifying with particularity the Confidential Information in question. The party asserting confidentiality bears the burden of proving that the alleged Confidential material should be admitted under seal.

If it becomes necessary, or at the request of a party, the ALJ may order additional guidelines addressing the procedures and standards for admissibility of alleged Confidential materials.

All persons who may be entitled to receive, or who are afforded access to, any Confidential Information by reason of this Protective Order shall neither use nor

disclose the Confidential Information for any purpose other than preparation for and conduct of the Proceeding in which the information was furnished before this Commission or any resulting proceedings before any judicial tribunal. All such persons shall use their best efforts to keep the Confidential Information secure in accordance with the purposes and intent of this Protective Order. To this end, persons having custody of any Confidential Information shall keep the documents properly secured during all times when the documents are not being reviewed by a person authorized to do so.

Upon the completion of Commission proceedings to review the arbitration agreement pursuant to FTA96 § 252 and any appeals thereof, Confidential Information received by the parties and all copies thereof shall either be returned to the producing party or destroyed, at the option of the producing party, absent a contrary order of the Commission or agreement of the parties. Any notes or work product prepared by the receiving party which were derived in whole or in part from the Confidential Information shall be destroyed at that time. Material filed with the Commission will remain under seal at the Commission and will continue to be treated as Confidential Information under this subchapter. The Commission may destroy Confidential Information in accordance with its records retention standards.

Other Rights Preserved

This Protective Order shall in no way constitute any waiver of the rights of any party to contest any assertion of confidentiality or to appeal any finding that specific information is Confidential Information or should be subject to the protective requirement of this Order. The designation of any information as Confidential Information may be challenged to the ALJ, the Commission, or a court having jurisdiction for a determination, after review, as to whether said material should be so classified. Nothing in this Protective Order shall be deemed to prevent the Commission from raising on his or its own motion the correctness of designating information as Confidential Information. Nothing in this Protective Order, or any order of the Commission adopting this Protective Order, shall be construed as an order by the Arbitrator or the Commission that the materials exchanged

under this Protective Order are in fact entitled to Confidential treatment. Nothing in this Protective Order shall be construed as requiring any party to produce any information that would otherwise be exempt from discovery as a matter of law (e.g., attorney-client privilege or attorney work-product materials), nor as altering the procedures set forth in 16 Tex. Admin. Code § 22.144(d)(2) for asserting any objections to discovery based on a claim of privilege or exemption.

The parties affected by the terms of this Protective Order further retain the right to question, challenge and object to the admissibility of any and all data, information, studies and other matters furnished under the terms of the Protective Order in response to requests for information or other modes of discovery, and the right to cross-examine on any applicable grounds.

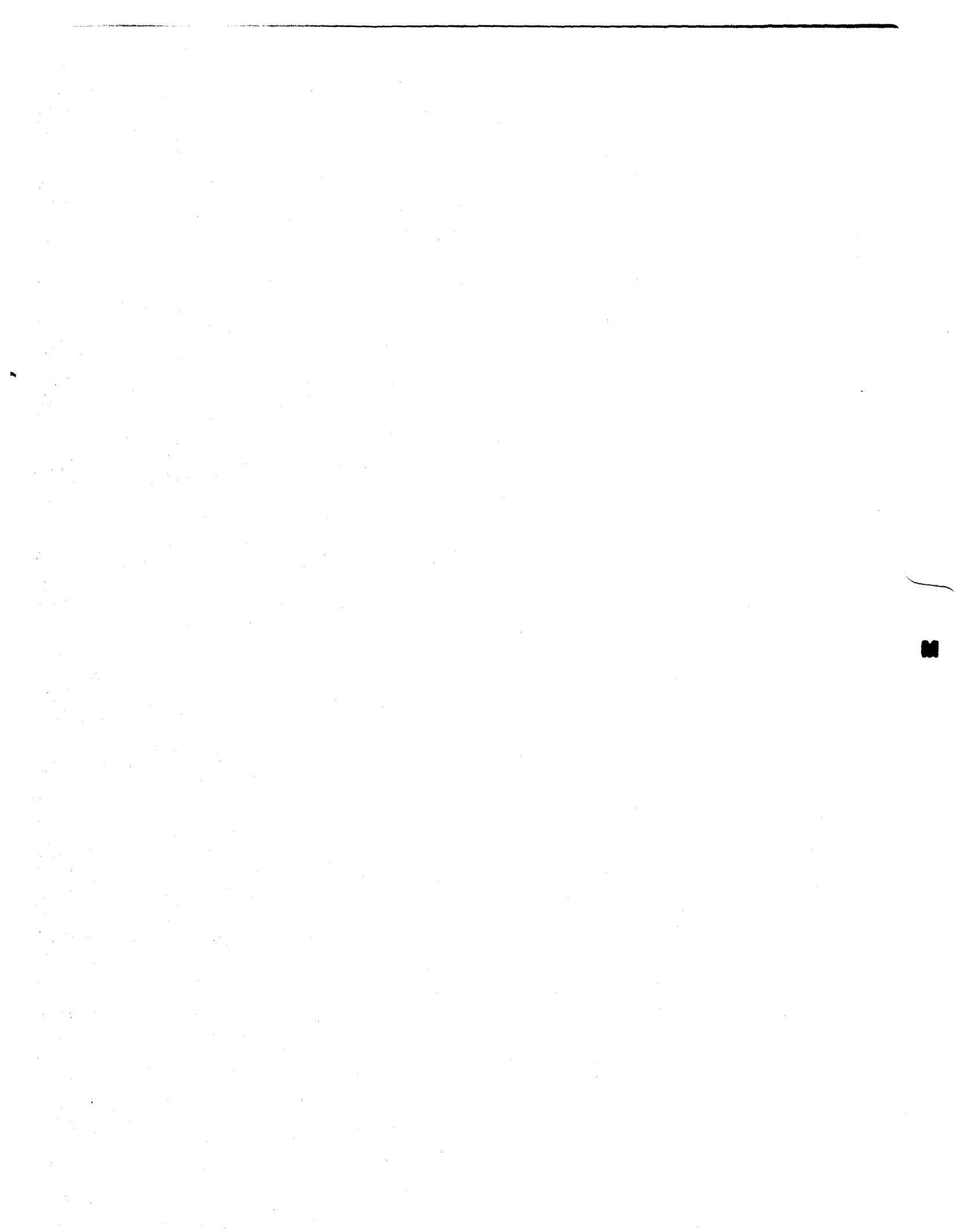
This Protective Order may be superseded by an order of the ALJ, the Commission, or a court of competent jurisdiction after due notice and an opportunity for comment by affected parties. Titles or subtitles in this Order are informational only and are not intended to affect the textual provisions.

SIGNED AT AUSTIN, TEXAS the 6th day of November, 1996.

PUBLIC UTILITY COMMISSION OF TEXAS



KATHLEEN S. HAMILTON
ADMINISTRATIVE LAW JUDGE



CURTIS, OETTING, HEINZ, GARRETT & SOULE, P. C.
ATTORNEYS AT LAW

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CARL J. LUMLEY

March 11, 1997

Cecil Wright, Executive Secretary
Missouri Public Service Commission
Truman State Office Building, 5th Floor
301 West High Street
Jefferson City, Missouri 65101-1517

**Via Fax: 573-526-7341
and Federal Express**

Case No. TO-97-40, et al.

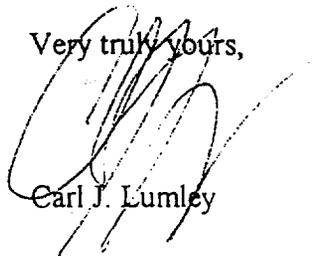
Dear Mr. Wright:

Enclosed for filing with the Commission you will find MCI's Request for Oral Argument. We are faxing you one copy of this letter and the Request, and sending the original and fifteen (15) copies by federal express for delivery tomorrow morning. The extra copy is for file-stamping and return in a prepaid envelope.

Please bring this Request for Oral Argument to the immediate attention of the Commission, in that MCI is seeking oral argument before March 21, 1997.

Thank you for your attention to this matter.

Very truly yours,



Carl J. Lumley

CJL:dn

cc: Parties of record (by fax)

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the matter of AT&T Communications of the)
Southwest, Inc.'s Petition for Arbitration Pursuant)
to Section 252(b) of the Telecommunications) Case No. TO-97-40
Act of 1996 to Establish an Interconnection)
Agreement with Southwestern Bell Telephone)
Company.)

Petition of MCI Telecommunications Corporation)
and its Affiliates, Including MCImetro Access)
Transmission Services, Inc., for Arbitration) Case No. TO-96-67
and Mediation Under the Federal)
Telecommunications Act of 1996 of Unresolved)
Interconnection Issues with Southwestern)
Bell Telephone Company.)

MCI's REQUEST FOR ORAL ARGUMENT

Come now MCI Telecommunications Corporation and MCImetro Access Transmission Services, Inc (herein "MCI") and for their Request for Oral Argument state to the Commission:

1. MCI's Joint Application for Rehearing, filed on or about February 3, 1997, remains pending before the Commission. In part, that pleading requests the Commission to establish a deadline for submission of interconnection agreement by March 17, 1997. Notwithstanding diligent negotiation efforts, MCI has not been able and will not be able to reach agreement with Southwestern Bell Telephone Company (SWBT) on a document to submit which contains alternative language on disputed issues, much less a final interconnection agreement, by March 17, 1997. At least in part, MCI believes, this delay is attributable to the absence of a deadline. Section 252(c) of the Act recognizes the importance of deadlines, requiring state commissions to "provide a schedule for implementation". MCI continues to seek a deadline and requests an opportunity to present this issue

to the Commission immediately by oral argument. MCI currently intends to argue for a deadline of April 9, 1997.

2. MCI's Joint Application for Rehearing also raises procedural issues regarding the permanent price proceedings, and MCI believes oral argument would assist the Commission in addressing these issues.

3. MCI's Response to SWBT's Request for Imposition of Use Limitations and Conditions of Tariffed Services, filed on or about February 28, 1997, remains pending before the Commission. In that pleading MCI requests a procedural schedule for addressing the substantive issues raised therein. MCI believes oral argument would assist the Commission in establishing such a schedule.

4. The Commission has not addressed MCI's Application for Clarification filed December 20, 1996, regarding the procedures to be followed in addressing cost studies submitted by SWBT at the direction of the Commission in the Arbitration Order. MCI believes oral argument would assist the Commission on this point as well.

5. Overall, MCI believes the Commission and the parties would benefit from an oral argument discussing all of these pending matters and a prompt order thereafter resolving such matters, with the ultimate goal being prompt submission of a final interconnection agreement - or as near thereto as possible - for Commission approval and subsequent resolution of other issues such as permanent prices and resale restrictions in an orderly and timely manner.

6. Because this is a request to present pending motions to which responses have already been filed, MCI does not believe other parties are entitled to make any response to this request. Hence, MCI asks the Commission to set a date for oral argument and give notice to the parties. MCI

submits that such date must precede March 21, 1997, to make it possible for the Commission to set a deadline for submission of an agreement of April 9, 1997.

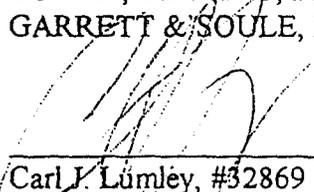
7. If the Commission wants to allow parties to respond to this request, then MCI asks that such response time be limited to one day.

8. MCI believes that oral argument could be limited to a total of one hour for all parties, with additional time being allotted for questions from the bench.

WHEREFORE, MCI requests the Commission to immediately set all pending motions and requests for oral argument before March 21, 1997. If the Commission wants to entertain responses to this request, which MCI submits is not required, then MCI requests the Commission to send immediate notice by fax requiring any response to be filed within one day thereafter.

Respectfully Submitted,

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



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MCI TELECOMMUNICATIONS CORP.

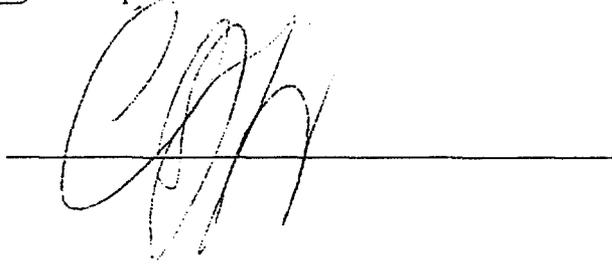


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(512) 477-3845 (FAX)

Attorneys for MCI Telecommunications Corporation

Certificate of Service

A true and correct copy of the foregoing was faxed this 11 day of March, 19 97, to the persons listed on the attached list.



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CARL J. LUMLEY

March 28, 1997

Cecil Wright, Executive Secretary
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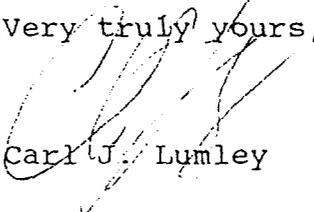
Via Federal Express

Re: Case No. TO-97-40, et al.

Dear Mr. Wright:

Enclosed for filing in the above-referenced matter please find an original and fifteen (15) copies of MCI's Reply to SWBT's Opposition to Oral Argument. Please file stamp the extra copy and return to the undersigned. If you have any questions, please contact us. Thank you.

Very truly yours,



Carl J. Lumley

CJL:dn
Enclosures
cc. SWBT
Public Counsel
AT&T

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the matter of AT&T Communications of the)
Southwest, Inc.'s Petition for Arbitration Pursuant)
to Section 252(b) of the Telecommunications) Case No. TO-97-40
Act of 1996 to Establish an Interconnection)
Agreement with Southwestern Bell Telephone)
Company.)

Petition of MCI Telecommunications Corporation)
and its Affiliates, Including MCImetro Access)
Transmission Services, Inc., for Arbitration) Case No. TO-97-67
and Mediation Under the Federal)
Telecommunications Act of 1996 of Unresolved)
Interconnection Issues with Southwestern)
Bell Telephone Company.)

MCI'S REPLY TO SWBT'S OPPOSITION TO ORAL ARGUMENT

Come now MCI Telecommunications Corporation and MCImetro Access Transmission Services, Inc. (MCI) and for their Reply to SWBT's opposition to oral argument state to the Commission:

1. MCI cannot conduct basic local telecommunications business under its certificate of authority without an interconnection agreement. SWBT has absolutely no such need for an interconnection agreement. It is absurd for SWBT to contend that MCI has caused the delay in reaching an interconnection agreement.

2. A hearing on pending matters would serve several purposes. The Commission could ask questions. The Commission could inform the parties of its perspective on the issues. The parties could react by providing additional information specifically addressing any Commission concerns. Hearings are common throughout the courts notwithstanding the submission of written materials. Communication reduces the possibility of misunderstanding and errors. Most importantly, an oral argument could position pending issues for essential prompt resolution. Or, as SWBT suggests, if

the Commission is satisfied it has the information it needs, it could just make a decision now. At this point, immediate action is critical, with or without an oral argument.

3. Notwithstanding the substantial difference between SWBT's pleading and the facts, MCI will not engage in a point-by-point refutation because it would not be germane. The pertinent facts are that a year after requesting interconnection, and six months after arbitration, and three months after award, MCI still does not have an interconnection agreement with SWBT to submit to the Commission for approval. Instead, SWBT retains all its customers, while MCI continues to wait to get started in the Missouri local business even though it has been able to sign agreements in other states with other RBOCs. Moreover, the delay will likely continue, as SWBT has prematurely demonstrated its intent to attempt to postpone by litigation implementation of an interconnection agreement even after it is signed. The Commission needs to take action to reduce the delay.

4. MCI has had an officer with decision-making authority available to negotiate a Missouri agreement since the arbitration award. SWBT has made personnel available for about eight days of negotiations. None have had decision-making authority. Several have been unprepared. It was SWBT that insisted on starting negotiations over again, rather than start at the nearly complete position to which Texas discussions had already progressed. MCI has immediately revised each section of the Missouri contract after discussion and supplied the revised sections to SWBT for review the next day. SWBT has not yet returned many of the sections. Several sections have yet to be discussed.

5. The Commission decided not to adopt a full agreement in its award. At SWBT's urging, it directed the parties to negotiate such matters. See Award, Issue 42. Now SWBT faults MCI for trying to resolve such matters by negotiation. Additionally, SWBT goes so far as to say that

it does not have to reach an agreement on these issues and that there is nothing the Commission can do about it. MCI disagrees. The Commission ordered the parties to negotiate a complete agreement. While MCI continues to strive towards the goal of a complete agreement, the Commission may nonetheless ultimately have to address unresolved issues as MCI understands it is currently doing for AT&T and GTE in Case No. TO-97-63.

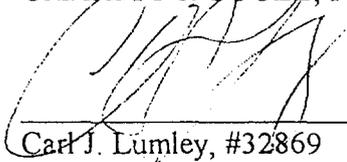
6. The goal is a signed agreement. Presumably, once SWBT signs an agreement it will not need any further review before submission to the Commission for approval. If disputed issues remain, SWBT will have had an opportunity to review the agreement to identify such disputes. Moreover, it will be able to conduct further review after submission of any unsigned agreement, as the Commission will certainly not be able to make a decision instantaneously upon filing. The problem is not lack of time for SWBT to review documents and negotiate, it has had more than enough already and will have still more. The problem is the absence of a deadline for SWBT to reach agreement.

WHEREFORE, MCI requests the Commission to:

- (1) Set a deadline of April 9, 1997, for submission of a signed interconnection agreement between MCI and SWBT;
- (2) Correct procedural problems regarding the permanent price proceeding;
- (3) Set a schedule to address SWBT's Request for Imposition of Use Limitations;
- (4) Establish procedures to address cost studies submitted by SWBT after the Award; and
- (5) Grant such other and further relief as to the Commission seems meet and proper.

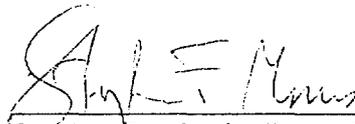
Respectfully Submitted,

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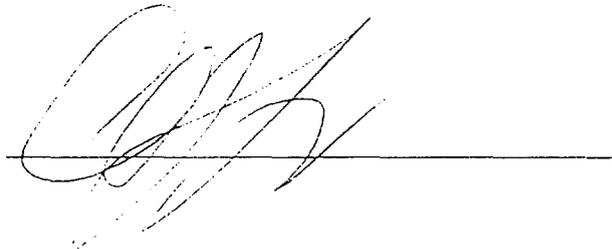


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Attorneys for MCI Telecommunications Corporation

Certificate of Service

A true and correct copy of the foregoing was mailed this 28 day of March, 1991, by placing same in the U.S. Mail, postage paid to the persons listed on the attached list.



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

In the Matter of AT&T Communications of the Southwest,)
Inc.'s Petition for Arbitration Pursuant to Section 252(B) of)
the Telecommunications Act of 1996 to establish an)
Interconnection Agreement with Southwestern Bell)
Telephone Company.)

Case No. TO-97-40

In the Matter of the Petition of MCI Telecommunications)
Corporation and its Affiliates, including MCIMetro Access)
Transmission Services, Inc. for Arbitration and Mediation)
Under the Federal Telecommunications Act of 1996 of)
unresolved interconnection issues with Southwestern Bell)
Telephone Company.)

Case No. TO-97-67

**OFFICE OF THE PUBLIC COUNSEL'S REQUEST TO
SET A PREHEARING CONFERENCE OR STATUS CONFERENCE**

COMES NOW the Office of the Public Counsel ("Public Counsel"), and respectfully requests the Public Service Commission ("Commission") to set a Prehearing Conference or Status Conference in each of these arbitrations.

It appears that the telecommunications company parties have reached an impasse in assembling an interconnection agreement which implements the Commission's arbitration decision. It does not appear from the documents filed with the Commission that the language, terms, and conditions for a Missouri interconnection agreement will be a reality in the near future. There is some serious question whether any progress has been made. Without an interconnection agreement, competition is indefinitely delayed. If other competitive local exchange company planned to model their interconnection agreements based on these agreements, these companies are frozen out of the market awaiting approval of these interconnection agreements. This delay does not serve the public interest.

The Commission's arbitration decisions cannot be implemented in absence of an interconnection agreement which incorporates these decisions. The June, 1997 date for the setting of permanent rates is rapidly approaching. An acceptable agreement to implement the rates is no closer today than the first day of the arbitration hearings.

Public Counsel is concerned that this impasse and delay will continue unless the Commission takes action to resolve the deadlock. For that reason, Public Counsel respectfully suggests that the Commission issue an order to the telecommunications company parties:

1. to appear to detail the status of the interconnection agreement negotiations; and,
2. to offer proposed solutions to overcome specific obstacles to reaching agreement; and,
3. to submit proposed contract language for each disputed provision to enable the Commission, if necessary, to select appropriate contract provisions if the deadlock continues and further arbitration of contract provisions becomes necessary; and,
4. to provide evidence of due diligence and good faith negotiations; and,
5. to respond to Commission questions so the Commission can assess the status and make additional orders as necessary.

Public Counsel is well aware that drafting and refining of such agreements is a difficult task given the complex technical matters and the scope of the agreement. However, this task

must be done and must be done as soon as possible, notwithstanding the conflict caused by the parties' economic interests and competitive positions.

The public interest requires resolution of this stand-off as soon as possible. For that reason, Public Counsel asks the Commission to set a prehearing or status conference and direct the parties to attend and address the areas of continuing dispute.

Respectfully submitted,
OFFICE OF THE PUBLIC COUNSEL

BY:



Michael F. Dandino (Bar No. 24590)

Senior Public Counsel

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Telephone: (573) 751-5559

Fax: (573) 751-5562

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been mailed or hand-delivered to the following counsel of record on this 3rd day of April, 1997:

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Deputy General Counsel
Missouri Public Service Commission
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Clayton, MO 63105



P

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the matter of AT&T Communications of the)
Southwest, Inc.'s Petition for Arbitration Pursuant)
to Section 252(b) of the Telecommunications)
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Transmission Services, Inc., for Arbitration)
and Mediation Under the Federal)
Telecommunications Act of 1996 of Unresolved)
Interconnection Issues with Southwestern)
Bell Telephone Company.)

Case No. TO-97-40
RECEIVED

JUN 16 1997

MCI TELECOMMUNICATIONS CORPORATION AND
MCImetro ACCESS TRANSMISSION SERVICES, INC.'S
MOTION FOR APPROVAL OF INTERCONNECTION AGREEMENT

COME NOW MCI Telecommunications Corporation, MCImetro Access Transmission Services, Inc. and their affiliates (collectively referred to as "MCI") and, pursuant to 47 U.S.C. § 252 and the Arbitration Order herein, move the Commission to approve the MCImetro/SWBT Interconnection Agreement, Missouri, June 16, 1997, filed herewith. In support thereof, MCI states to the Commission as follows:

I. Introduction

The approval of an interconnection agreement between a new entrant into the basic local exchange market and the incumbent local exchange carrier is a major step under the Federal Telecommunications Act of 1996 ("FTA"), which was enacted to bring competition and choice to the provision of basic local exchange service. MCI sent its formal request for interconnection to SWBT in March of 1996, and filed for compulsory arbitration in August, 1996. Because of SWBT's insistence that MCI enter into an onerous nondisclosure agreement, and the resulting limited nature

of initial negotiations between MCI and SWBT, MCI filed for arbitration on all issues material and relevant to the development and implementation of an interconnection agreement between the companies. During the arbitration, SWBT was able to agree with MCI on few issues. Hence, the arbitration presented virtually all issues regarding interconnection between the companies.

On December 11, 1996, the Commission issued the Arbitration Order. In the Arbitration Order, the Commission addressed a number of the issues presented by the parties. However, notwithstanding MCI's presentation of an Interconnection Agreement during the hearing (Russell Direct, Schedule JR-2), and SWBT's failure to contest substantively the vast majority of the provisions of that Interconnection Agreement, the Commission did not approve that Agreement subject to reconciliation with the rest of the Arbitration Award as requested by MCI (Joint Initial Brief, p. 79-82). Instead, the Commission instructed the parties to continue negotiations, incorporate the Arbitration Order and the results of such negotiations into an Interconnection Agreement, and submit that document to the Commission for approval. See Award, p. 47-48. Contrary to Section 252(c)(3) of the FTA, the Commission did not establish a deadline for completion of such negotiations and submission of the document for approval.¹

MCI subsequently asked the Commission to establish a deadline of February 28, 1997 (Application for Clarification), March 17, 1997 (Joint Application for Rehearing), April 9, 1997 (Request for Oral Argument), and May, 1997 (Reply to SWBT's Response to Public Counsel's Request for Prehearing or Status Conference). Each such request has been ignored to date.

¹In contrast, in Case No. TO-97-63 (AT&T/GTE Arbitration) and Case No. TO-97-124 (Sprint/GTE Arbitration), the Commission did set a deadline for completion of negotiations and submission of an agreement. See Arbitration Order, Case No. TO-97-63 (December 10, 1996), p. 61; Arbitration Order, Case No. TO-97-124 (Jan. 15, 1997), p. 48.