DOCKET FILE COPY ORIGINAL

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

RECEIVED

JAN - 7 2002

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In the Matter of Petition of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Expedited Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc., and for Expedited Arbitration	)	CC Docket No. 00-218
In the Matter of Petition of Cox Virginia Telecom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc. and for Arbitration	)	CC Docket No. 00-249
In the Matter of Petition of AT&T Communications of Virginia Inc., Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia Corporation Commission Regarding Interconnection Disputes With Verizon Virginia Inc.	)	CC Docket No. 00-251

VERIZON VIRGINIA INC.'S RESPONSE TO COX'S "REPLY"

In the "Reply of Cox Virginia Telcom, Inc." (Cox "reply"), Cox improperly weighs in on a motion it did not file[1] and, in doing so, misconstrued Verizon VA's Opposition to ***WorldCom's*** Motion to Strike. Accordingly, Verizon VA seeks leave to file this brief response to the Cox "reply."

Cox incorrectly claims that Verizon VA argues that the Commission "should not adopt contract language in the order in this proceeding." Verizon VA anticipates that the Commission may specify which of the parties' proposed contract language is consistent with its resolution of the open issues or the Commission may "adopt results not submitted by either party." January 19, 2001 Order ¶ 4. If the Commission adopts results not submitted by either party, the Commission may order contract language or the Commission may rule on the open issue, leaving the parties to implement the order in the form of contract language. Regardless of the extent to which the Commission orders specific contract language or simply rules on open issues, the parties will have to "implement" that order by submitting an interconnection agreement consistent with that order. Verizon VA reviewed this decision-making process set forth in the Act and the Commission's Orders to support its argument that ***striking*** Verizon VA's proposed contract language would be inconsistent with that decision-making process -- not to suggest that the Commission should not adopt ***any*** contract language at all. *See* Verizon's Opposition to Motion to Strike of WorldCom, Inc. at pages 6-8.

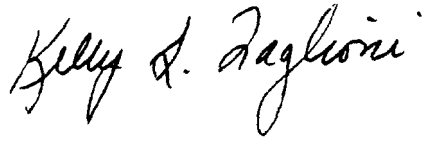
Again, Cox goes too far when it suggests that Verizon VA's "theory" is "that the submitted contractual language is unimportant." Cox "reply" at 3. In fact, Verizon VA described the "the parties' proposed contract language associated with an open issue [as] a

[1] It also is curious that WorldCom's December 21 Reply was able to cite to and "adopt" the Cox "reply" which had not yet been filed or served.

primary and important tool for resolving open issues." However, Verizon VA explained why "the parties' proposed contract language generally, and the JDPL specifically, do not have the preclusive effect WorldCom attempts to give them under the Commission's procedural orders applicable to this arbitration. *See e.g.*, January 19, 2001 Order ¶¶ 4-6 (giving the arbitrator discretion to (i) require the parties to submit new final offers, or (ii) adopt a result not submitted by any party)." Moreover, Verizon VA pointed out the myopic view of both WorldCom and Cox in suggesting all record evidence be ignored in favor of a demonstrative exhibit -- the JDPL. Verizon VA has not suggested that the parties' proposed contract language, wherever contained, be ignored, but rather considered in the context of all the record evidence. This is a far cry from attempting to "disavow" contract language as Cox claims.

Contrary to Cox's improper pleading and mischaracterizations therein, Verizon VA merely seeks full consideration of the record evidence and an arbitration order consistent with the Act and the Commission's orders.

Respectfully submitted,



Of Counsel:
Michael E. Glover

Richard D. Gary
Kelly L. Faglioni
Hunton & Williams
Riverfront Plaza, East Tower
951 East Byrd Street
Richmond, Virginia 23219-4074
(804) 788-8200

Karen Zacharia
David Hall
1515 North Court House Road
Fifth Floor
Arlington, Virginia 22201
(703) 351-3100

Lydia R. Pulley
600 E. Main St., 11th Floor
Richmond, VA 23233
(804) 772-1547
Attorneys for Verizon VA

Catherine Kane Ronis
Samir C. Jain
Wilmer, Cutler & Pickering, LLP
2445 M Street, NW
Washington, DC 20037-1420

Dated: January 7, 2002

CERTIFICATE OF SERVICE

I do hereby certify that the foregoing Verizon Virginia Inc.'s Response to Cox's "Reply" was sent as follows this 7th day of January, 2002, by e-mail and overnight, express delivery:

VIA E-MAIL AND UPS-NEXT DAY DELIVERY TO WORLDCOM:

Jodie L. Kelley
Jenner & Block LLC
601 Thirteenth Street, N.W.
Washington, D.C. 20005

Kim Wild
WorldCom, Inc.
1133 19th Street, N.W.
Washington, D.C. 20036

VIA E-MAIL AND UPS-NEXT DAY DELIVERY TO COX:

J.G. Harrington
Dow, Lohnes & Albertson, P.L.L.C.
1200 New Hampshire Avenue, N.W.
Suite 800
Washington, D.C. 20036
(202) 776-2000

Carrington F. Phillip
Vice President Regulatory Affairs
Cox Communications, Inc.
1400 Lake Hearn Drive, N.E.
Atlanta, GA 30319
(404) 269-8842

VIA E-MAIL AND UPS-NEXT DAY DELIVERY TO AT&T:

David Levy
Sidley & Austin
1722 Eye Street, N.W.
Washington, D.C. 20006
(202) 736-8214 (voice)
(202) 736-8711 (fax)

Mark A. Keffer
AT&T
3033 Chain Bridge Road
Oakton, Virginia 22185
(703) 691-6046 (voice)
(703) 691-6093 (fax)

Kelly L. Faglioni