

VOTE SHEET

NOVEMBER 28, 2000

RE: DOCKET NO. 991755-TP - Request for arbitration concerning complaint of MCImetro Access Transmission Services LLC and MCI WorldCom Communications, Inc. against BellSouth Telecommunications, Inc. for breach of approved interconnection agreement.

Issue 1: Under FCC Rule 51.711, would MCI and MWC be entitled to be compensated at the sum of the tandem interconnection rate and the end office interconnection rate for calls terminated on their switches if those switches serve a geographic area comparable to the area served by BellSouth's tandem switches?

Recommendation: No. Staff recommends that, under FCC Rule 51.711, compensation at the tandem interconnection rate is only appropriate when the tandem switching function is performed, and the switch serves a geographic area comparable to the area served by BellSouth's tandem switch.

DENIED

The Commission determined that MCI is not entitled to tandem switching compensation. Sufficient evidence of change in circumstance was not presented to overturn the original agreement.

COMMISSIONERS ASSIGNED: DS JC JB

COMMISSIONERS' SIGNATURES

MAJORITY

DISSENTING

[Handwritten signatures in majority column]

REMARKS/DISSENTING COMMENTS:

DOCUMENT NUMBER-DATE

5052 DEC-18

VOIE SHEET

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Issue 2: Do MCI's and MWC's switches serve geographic areas comparable to those served by BST tandem switches?

Recommendation: No. Staff recommends that the Commission find that MCI's and MWC's switches do not serve geographic areas comparable to those served by BellSouth tandem switches.

Moat based on decision in issue 1.

Issue 3: Should BellSouth be required, pursuant to Part A Section 2.2 or 2.4 of the interconnection agreement, to execute amendments to its interconnection agreements with MCI and MWC requiring BellSouth to compensate MCI and MWC at the sum of the tandem interconnection rate and end office interconnection rate for calls terminated on their switches that serve a geographic area comparable to the area served by BellSouth's tandem switches?

Recommendation: No. BellSouth should not be required, pursuant to Part A Section 2.2 or 2.4 of the interconnection agreement, to execute amendments to its interconnection agreements with MCI and MWC requiring BellSouth to compensate MCI and MWC at the sum of the tandem interconnection rate and end office interconnection rate for calls terminated on their switches that serve a geographic area comparable to the area served by BellSouth's tandem switches.

APPROVED

*Consistent with decision
in issue 1.*

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Issue 4: Are MCI and MWC entitled to a credit from BellSouth equal to the additional per-minute amount of the tandem interconnection rate from January 25, 1999 to the earlier of (i) the date such amendments are approved by the Commission, or (ii) the date the interconnection agreements are terminated?

Recommendation: This issue has been stipulated by the parties; therefore, no decision is necessary.

Most

Issue 5: Should this docket be closed?

Recommendation: Yes. There are no outstanding matters; therefore, this docket should be closed.

APPROVED