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MCI Interrogatory No. 11:

In the second unnumbered paragraph on page 2 of its Complaint, QCC alleges that MCImetro (as a Respondent CLEC) "failed to make [the] same rates, terms and conditions [in its contract service agreements] available to QCC."

- a. Please state all facts demonstrating that, between January 2004 and January 2007, QCC and its affiliates would have been willing to enter into "the same" contractual arrangements set forth in the two 2004 Contracts.

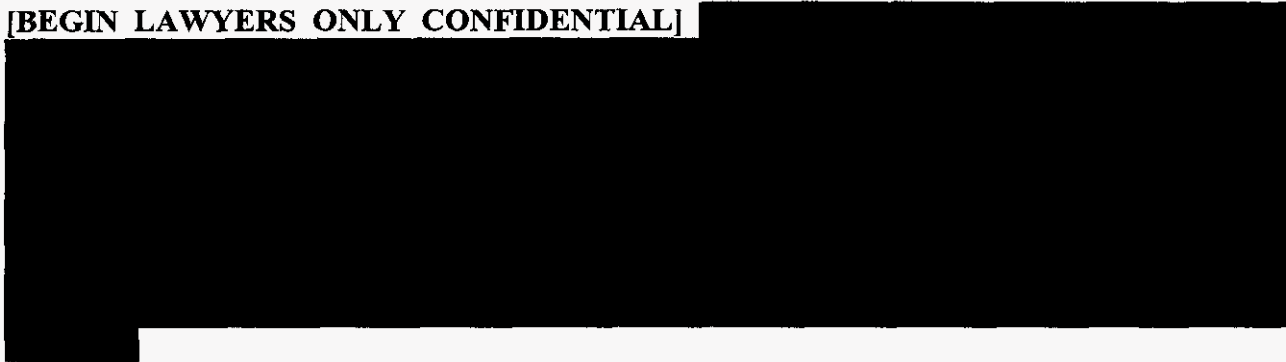
INITIAL RESPONSE: QCC objects to this Request on the basis that it is overly broad, unduly burdensome, calls for speculation and not reasonably calculated to lead to the discovery of admissible evidence. Without waiver of its objections, QCC responds as follows.

QCC will supplement its response to this Request.

SUPPLEMENTAL RESPONSE: Without waiver of its objections, QCC supplements its response as follows.

QCC cannot reasonably identify "all facts demonstrating that, between January 2004 and January 2007, QCC and its affiliates would have been willing to enter into 'the same' contractual arrangements set forth in the two 2004 Contracts." That said, had MCI not intentionally held the existence and terms of the dual MCI-AT&T agreements secret, QCC would have been operationally capable of offering switched access (see QCC's supplemental response to MCI Interrogatory No. 7) and would have gladly accepted the benefit of the AT&T arrangement.

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