

1 QCC was therefore not "similarly situated" to AT&T because QCC did not offer
2 intrastate switched access at the time.²⁵

3 Q. DO YOU AGREE THAT THE BILATERAL, "RECIPROCAL" NATURE OF
4 THE AGREEMENTS BETWEEN MCI AND AT&T PROVIDED A CREDIBLE
5 BASIS FOR THE DISCRIMINATORY RATE TREATMENT CONTAINED IN
6 THE OFF-PRICE LIST AGREEMENT?

7 A. No. According to MCI, MCI and AT&T granted one another discounts from standard
8 tariff switched access rates. And, according to MCI, because QCC could not satisfy the
9 precondition of reciprocity, QCC was not and could not be "similarly situated." MCI's
10 syllogism presupposes three critical facts: (i) that the arrangement with AT&T was truly
11 "reciprocal" in any balanced sense; (ii) that reciprocity alone is a sufficient basis for
12 discrimination; and (iii) that had QCC been offered the same arrangement, it would not
13 have had cause to reevaluate the economic viability of offering intrastate switched access.

14 As Mr. Easton describes in his direct testimony, the arrangement may not have truly been
15 "reciprocal" and [BEGIN LAWYERS ONLY CONFIDENTIAL] [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED] [END LAWYERS

20 ONLY CONFIDENTIAL]
Even accepting for the sake of argument that MCI's factual premise is true, this alone
would not be sufficient to substantiate its case that discrimination was appropriate. MCI

COM _____
APA 21
ECR _____
GCB 122
KAD _____
S _____
ADM _____
OPC _____
CLK _____

²⁵ See Mr. Easton's Exhibit WRE 27 (MCI's response to QCC Interrogatory No. 2(i)).

03891 JUN 14 2012
REDACTED
FPSC-000000000000000000