

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

Staff of the Public Service Commission of the State	)	
of Missouri,	)	
Complainant,	)	
	)	
v.	)	Case No. TC-2007-0111
	)	
Comcast IP Phone, LLC,	)	
	)	
Respondent.	)	

**ANSWER OF COMCAST IP PHONE, LLC**

COMES NOW Comcast IP Phone, LLC (Comcast), respondent in above-captioned proceeding, and submits its answer to Staff's Complaint as ordered by the Missouri Public Service Commission (Commission) on December 15, 2006. By submitting its answer, Comcast is not consenting to the jurisdiction of the Commission, and reserves its right to challenge the Commission's jurisdiction in this proceeding and subsequent proceedings arising herefrom.

1. Comcast admits that the language quoted in Paragraph 1 of the Complaint appears in Section 388.390.1, RSMo, but denies the allegation in Paragraph 1 that the quoted language is all that Section 386.390.1, RSMo, provides.

2. Comcast admits that the language quoted in Paragraph 2 appears in 4 CSR 240-2.070(1), but denies the allegation in Paragraph 2 that the Paragraph sets forth an accurate and complete summary of 4 CSR 240-7.070(1).

3. Comcast admits that it is a Pennsylvania limited liability company.

4. Comcast admits the allegations in Paragraphs 4 through 6.

5. Comcast denies the allegations in Paragraph 7 that it is providing local exchange telecommunications service in Missouri in any of the exchanges listed in that Paragraph. Comcast does provide all distance VOIP services in the listed exchanges.

6. Comcast denies the allegations in Paragraph 8 that it is providing interexchange telecommunications services in the listed exchanges.

7. Comcast admits the allegations in Paragraph 9 that the Staff recommendation filed on July 10, 2006, in Case No. IO-2006-0551, included as an attachment an affidavit from John G. Sullivan, and that the language quoted in that Paragraph appears in the affidavit.

8. Paragraph 10 contains legal arguments and legal conclusions which Comcast denies.

9. Comcast denies the allegations in Paragraph 11.

10. Comcast admits that the statutory citation in Paragraph 12 is correct.

11. Comcast admits the allegations in Paragraphs 13 and 14.

12. Comcast admits that it has refused Staff's request to apply for a certificate of local exchange service authority and a certificate of interexchange service authority. Comcast denies all other allegations contained in paragraph 15.

13. Comcast admits that the statutory citations in Paragraphs 16 and 17 are correct.

14. Paragraph 18 contains legal arguments and legal conclusions which Comcast denies.

### **AFFIRMATIVE DEFENSES**

1. Staff's Complaint fails to submit a claim upon which relief can be granted.

2. This Commission lacks jurisdiction over the subject matter of Staff's Complaint in that the Federal Communications Commission has exclusive jurisdiction to determine whether, to what extent, and under whose authority VOIP services such as Comcast's VOIP services may be subject to regulation.

WHEREFORE, Comcast requests that the Commission dismiss Staff's Complaint and find that Comcast is not offering or providing local exchange or interexchange telecommunications services in violation of 392.410.2 RSMo.

Respectfully submitted,

SONNENSCHN NATH & ROSENTHAL LLP

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ATTORNEYS FOR COMCAST IP PHONE, LLC

**CERTIFICATE OF SERVICE**

I hereby certify that copies of the foregoing have been transmitted electronically to all counsel of record this 26<sup>th</sup> day of December, 2006.

/s/ Mark P. Johnson  
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Attorney for Comcast IP Phone, LLC