

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

R. Mark,)	
)	
Complainant,)	
)	Case No. TC-2006-0354
vs.)	
)	
Southwestern Bell Telephone, L.P.,)	
d/b/a AT&T Missouri,)	
)	
Respondent)	

SOUTHWESTERN BELL TELEPHONE, L.P.,
D/B/A AT&T MISSOURI'S ANSWER TO R. MARK'S COMPLAINT

Comes now Southwestern Bell Telephone, L.P., d/b/a AT&T Missouri ("AT&T Missouri") and, for its Answer to R. Mark's Complaint, states as follows:

1. In response to the allegations in paragraph 1, AT&T Missouri admits that it provides basic local telecommunications service to Complainant.
2. In response to the allegations in paragraph 2, AT&T Missouri admits that it is a utility subject to regulation by the Missouri Public Service Commission and provides telecommunications services pursuant to tariffs on file with the Commission.
3. In response to the allegation in paragraph 3, AT&T Missouri admits that it is aware of Complainant's non-published telephone number.
4. AT&T Missouri denies the allegations set forth in paragraph 4 and demands strict proof thereof.
5. AT&T Missouri admits that Complainant contacted it in November, 2003, claiming that he should not be charged for non-published service because he was using his residential telephone line for his computer. AT&T Missouri denies any and all other

allegations set forth in paragraph 5, including footnote 1, and demands strict proof thereof.

6. AT&T Missouri is without sufficient information to admit or deny the allegations set forth in paragraph 6, including footnotes 2 and 3, and therefore denies the same and demands strict proof thereof.

7. Although AT&T Missouri admits that Complainant contacted it in November, 2003, it was not on November 1, 2003. AT&T Missouri does admit that before Complainant contacted it in November, 2003, Complainant paid for non-published service which was provided at his request.

8. AT&T Missouri admits that Complainant contacted it in November, 2003, claiming that he should not be charged for non-published service because he was using his residential telephone line for his computer. AT&T Missouri denies any and all other allegations set forth in paragraph 8, and demands strict proof thereof.

9. AT&T Missouri admits that it continued to charge Complainant for non-published service after Complainant contacted it in November, 2003, claiming that he should not be charged for non-published service because he was using his residential telephone line for his computer. AT&T Missouri denies any and all other allegations set forth in paragraph 9, and demands strict proof thereof.

10. AT&T Missouri admits that since November, 2003, Complainant has continued to pay for non-published service. AT&T Missouri denies any and all other allegations set forth in paragraph 10 and demands strict proof thereof.

11. AT&T Missouri admits that its General Exchange Tariff provides that no monthly service charge is applicable for non-published service when a customer has

service which involves data terminals where there is no voice use contemplated. AT&T Missouri denies any and all other allegations contained in paragraph 11. Specifically, Complainant may not obtain a non-published listing without paying the tariff rate.

12. The allegations set forth in paragraph 12 are privileged under 4 CSR 240-2.090(7) and are the subject of AT&T Missouri's Motion to Strike, which was filed contemporaneously herewith. Subject to its Motion to Strike, AT&T Missouri denies any and all allegations set forth in paragraph 12, including footnote 4, and demands strict proof thereof.

13. The allegations set forth in paragraph 13 are privileged under 4 CSR 240-2.090(7) and are the subject of AT&T Missouri's Motion to Strike, which was filed contemporaneously herewith. Subject to its Motion to Strike, AT&T Missouri denies any and all allegations set forth in paragraph 13, including the footnote 5, and demands strict proof thereof.

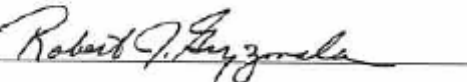
14. AT&T Missouri admits that it has appropriately assessed the charge for non-published service, but denies the remaining allegations set forth in paragraph 14, including footnote 6, and demands strict proof thereof. AT&T Missouri's Motion to Strike also addresses matters raised in this paragraph, including footnote 6, and this answer is expressly subject to that Motion.

15. The allegations in paragraph 15 are the subject of AT&T Missouri's Motion to Strike, which was filed contemporaneously herewith. Subject to its Motion to Strike, AT&T Missouri denies the allegations set forth in paragraph 15 and demands strict proof thereof.

Wherefore, AT&T Missouri prays that the Missouri Public Service Commission dismiss Complainant's Complaint, together with any further relief the Commission deems just and proper.

Respectfully submitted,

SOUTHWESTERN BELL TELEPHONE, L.P.

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CERTIFICATE OF SERVICE

Copies of this document were served on the following parties via e-mail or U.S. Mail on May 1, 2006.


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