

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

JACOR CONTRACTING, INC.)	
)	
Complainant,)	
)	
v.)	
)	
NUVOX COMMUNICATIONS OF)	Case No. CC-2009-0128
MISSOURI, INC.)	
)	
and)	
)	
SOUTHWESTERN BELL TELEPHONE)	
COMPANY D/B/A AT&T MISSOURI,)	
)	
Respondents.)	

**AT&T MISSOURI'S REPLY AND AFFIRMATIVE DEFENSES TO CROSS-
COMPLAINT OF NUVOX COMMUNICATIONS, INC.**

COMES NOW Respondent, Southwestern Bell Telephone Company d/b/a AT&T Missouri ("AT&T Missouri"), and files its Reply and Affirmative Defenses to the Cross-Complaint of NuVox Communications of Missouri, Inc. ("NuVox").

REPLY

1. AT&T Missouri is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 1 of the Cross-Complaint, and therefore, denies same.
2. AT&T Missouri admits the allegations set forth in paragraph 2 of the Cross-Complaint.
3. Paragraph 3 of the Cross-Complaint sets forth no allegations. AT&T Missouri states that it has directed and will continue to direct its communications regarding this case to NuVox's counsel of record as shown in the Cross-Complaint.

4. AT&T Missouri admits that the statutes and other legal authorities set forth in paragraph 4 of the Cross-Complaint speak for themselves with respect to the extent of the Commission's jurisdiction over NuVox and AT&T Missouri. Except as otherwise admitted herein, AT&T Missouri denies the remainder of the allegations set forth in paragraph 4 of the Cross-Complaint

5. AT&T Missouri denies the allegations set forth in paragraph 5 of the Cross-Complaint.

6. AT&T Missouri admits that it and NuVox operate under an interconnection agreement arbitrated and approved by the Commission in 2005 in Case No. TK-2006-0072, as amended in VT-2008-0029, and that the Commission should take notice of them and their associated orders and proceedings. Except as otherwise admitted herein, AT&T Missouri denies the remainder of the allegations set forth in paragraph 6 of the Cross-Complaint.

7. AT&T Missouri is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 7 of the Cross-Complaint, and therefore, denies same.

8. AT&T Missouri admits that JACOR Contracting, Inc. ("JACOR") has filed a Complaint with the Commission against NuVox and AT&T Missouri, the allegations of which speak for themselves. Except as otherwise admitted herein, AT&T Missouri denies the remainder of the allegations set forth in paragraph 8 of the Cross-Complaint.

9. AT&T Missouri denies the allegations set forth in paragraph 9 of the Cross-Complaint.

10. AT&T Missouri denies the allegations set forth in paragraph 10 of the Cross-Complaint.

11. AT&T Missouri denies the allegations set forth in paragraph 11 of the Cross-Complaint.

12. AT&T Missouri admits that representatives of NuVox and AT&T Missouri have corresponded regarding the allegations set forth in the Complaint. Except as otherwise admitted herein, AT&T Missouri denies the remainder of the allegations set forth in paragraph 12 of the Cross-Complaint.

13. AT&T Missouri denies the allegations set forth in paragraph 13 of the Cross-Complaint.

14. AT&T Missouri denies the allegations set forth in paragraph 14 of the Cross-Complaint.

15. AT&T Missouri denies the remaining allegations set forth in the Cross-Complaint and incorporates by reference herein the allegations contained in AT&T Missouri's Crossclaim against NuVox filed on February 12, 2009, as if fully set forth and repleaded herein.

AFFIRMATIVE DEFENSES

1. The Cross-Complaint fails to state any claim on which relief may be granted.

2. The Cross-Complaint is barred inasmuch as AT&T Missouri was not provided fair notice of the existence or nature of JACOR's alleged several service complaints made to NuVox and/or Commission Staff prior to the filing of JACOR's formal Complaint, and was, therefore, denied any potential opportunity to investigate them prior to the filing of the formal Complaint.

3. The Commission is without authority to award monetary damages against AT&T Missouri (including, but not limited to, compensatory damages and attorneys' fees) or to order


that AT&T Missouri undertake specific tasks relative to its telecommunications-related instrumentalities and facilities.

4. To the extent that NuVox is entitled to any relief against AT&T Missouri, such relief is limited and confined solely to that authorized by their Commission-approved interconnection agreement and any applicable amendments thereto, subject to the processes and procedures indicated therein for requesting and obtaining such relief.

WHEREFORE, AT&T Missouri respectfully moves the Commission to dismiss the Cross-Complaint in its entirety, and that it grant AT&T Missouri such further and other relief as may be just and appropriate under the circumstances.

Respectfully submitted,

SOUTHWESTERN BELL TELEPHONE COMPANY,
D/B/A AT&T MISSOURI

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CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing document were served to all parties by e-mail on February 23, 2009.


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