

In the Matter of a Commission Inquiry into the Possibility of Impairment without Unbundled Local Circuit Switching When Serving the Mass Market. ) ) Case No. TO-2004-0207

**COME NOW** MCImetro Access Transmission Services, LLC, MCI WorldCom Communications, Inc., Brooks Fiber Communications of Missouri, Inc., and Intermedia Communications, Inc. (collectively "MCI"), NuVox Communications of Missouri, Inc. ("NuVox"), XO Missouri, Inc. ("XO"), Big River Telephone Company, LLC ("Big River"), DIECA Communications, Inc. dba Covad Communications Company ("Covad"), and Socket Telecom, LLC ("Socket") and in response to the Commission's December 1, 2003 Order Establishing Procedural Schedule for their positions statements regarding Phase I of this proceeding state:

**For purposes of examining whether there is "non-impairment" in the provision of unbundled local switching to serve mass-market customers, what are the relevant geographic markets within the state of Missouri?**

Wire centers are the relevant geographic markets to be used for conducting both trigger and economic/operational impairment analyses. Wire centers allow the required granular analysis, but do not preclude broader results if data on a wire center basis support them. Wire centers have been shown by the market to be the optimal size of operations to exploit economies of scale. The wire center concept is well established and would allow a more granular analysis than use of exchanges, in that some exchanges are comprised of multiple wire centers.

MSAs are too broad and would not allow the Commission to take into account variations in customer classes, population densities, UNE loop rates, revenues, costs of service, collocation, hot cut systems and other operational issues. MSAs have nothing to do with telecommunications operations and leave blind spots throughout the state that are not within an MSA. Use of an unduly broad definition of market, such as MSA, would deprive CLECs of the ability to compete and deprive customers of competitive choices.

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### **NuVox's Position**

NuVox does not take a position on this issue at this time, but reserves the right to argue a position upon conclusion of the hearing.

### **XO's Position**

XO does not take a position on this issue at this time, but reserves the right to argue a position upon conclusion of the hearing.

### **Covad's Position**

Covad continues to generally support the positions of MCI and AT&T, and reserves the right to refine and argue its position upon conclusion of the hearing.

### **Big River's Position**

Big River continues to assert that MSAs are too large to make meaningful determinations of impairment, and that wire centers are an appropriate level at which to make such determinations. Big River reserves the right to refine and argue its position upon conclusion of the hearing.

### **Socket's Position**

Socket continues to assert that MSAs are too large to make meaningful determinations of impairment, and that wire centers are an appropriate level at which to make such determinations. Socket reserves the right to refine and argue its position upon conclusion of the hearing.

## **Issue 2**

**For purposes of the 47 CFR 51.319(d)(2)(iii)(B)(3) analysis, how many DS0 lines must be supplied to a multi-line DS0 customer before that customer is considered to be an enterprise customer rather than a mass market customer?**

### **MCI's Position**

All residential customers served by DS0s should be considered mass market customers. All customers served by DS1s should be considered enterprise customers. Business customers served by DS0s should be considered mass market customers up to a cutover based upon the economic breakpoint at which it is more efficient to serve a customer by DS1 than by multiple DS0s. From the currently available data it appears this breakpoint is somewhere between 8 and 12 DS0s.

Using an inappropriately low cutover would leave residential and small business customers without competitive choices and likewise harm competitors.

MCI reserves the right to refine and argue its position upon conclusion of the hearing.

**NuVox's Position**

NuVox does not take a position on this issue at this time, but reserves the right to argue a position upon conclusion of the hearing.

**XO's Position**

XO does not take a position on this issue at this time, but reserves the right to argue a position upon conclusion of the hearing.

**Covad's Position**

Covad continues to generally support the positions of MCI and AT&T, and reserves the right to refine and argue its position upon conclusion of the hearing.

**Big River's Position**

Big River continues to assert that the appropriate cross over point be established at 12 DS0s (i.e. more than 12 shall be considered part of the enterprise market), in order to protect rural areas served by CLECs. Big River reserves the right to refine and argue its position upon conclusion of the hearing.

**Socket's Position**

Socket continues to assert that the appropriate cross over point be established at 12 DS0s (i.e. more than 12 shall be considered part of the enterprise market), in order to protect rural areas served by CLECs. Socket reserves the right to refine and argue its position upon conclusion of the hearing.

**WHEREFORE**, the undersigned parties request the Commission to accept their positions statements on the list of issues for purposes of Phase I in this case.

Respectfully submitted,

Curtis, Oetting, Heinz,  
Garrett & O'Keefe, P.C.

/s/ Carl J. Lumley

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**Certificate of Service**

A true and correct copy of the foregoing was served upon parties of record via e-mail on the 20th day of January, 2004.

/s/ Carl J. Lumley