

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

BIG RIVER TELEPHONE	)	
COMPANY, LLC,	)	
	)	
Complainant,	)	
	)	
V.	)	Case No. TC-2007-0085
	)	
SOUTHWESTERN BELL	)	
TELEPHONE, L.P. D/B/A	)	
AT&T MISSOURI,	)	
	)	
Respondent.	)	

**BIG RIVER TELEPHONE COMPANY, LLC'S**  
**POSITION STATEMENT**  
**AND NOTICE OF UNDISPUTED FACTS IN LIEU OF STIPULATION**

COMES NOW Big River Telephone Company, LLC, pursuant to the Commission's scheduling order and provides its Position Statement and Notice of Undisputed Facts in Lieu of Stipulation:

**Position Statement**

**Issue 1. Do the rates in the interconnection agreement or do the rates in the Local Wholesale Complete agreement apply to AT&T Missouri's provision of switching and loops to Big River Telephone for Big River's existing customers (served as of 12/31/05) from 1/1/06 to 3/11/06?**

Big River's Position: The rates in the interconnection agreement apply to AT&T Missouri's provision of switching and loops to Big River Telephone for Big River's existing customers

(served as of 12/31/05) from 1/1/06 to 3/11/06 pursuant to the FCC's TRRO transition rules, regardless of the outcome of the pending 8<sup>th</sup> Circuit appeal. The district court order did not modify the interconnection agreement in this respect. Additionally, when the 8<sup>th</sup> Circuit reverses the district court (and such proceedings become final), the interconnection agreement rates will also apply for the reasons stated under issue 2. The LWC did not amend the interconnection agreement, which continues to apply except as modified by court order. Big River and AT&T entered into the LWC to provide for customers who could not be served pursuant to the interconnection agreement due to court order.

**Issue 2. Do the rates in the interconnection agreement or do the rates in the Local Wholesale Complete agreement apply to AT&T Missouri's provision of switching and loops to Big River Telephone for Big River's existing customers (served as of 12/31/05) after 3/11/06?**

Big River's Position: When the 8<sup>th</sup> Circuit reverses the district court (and such proceedings become final), the rates in the interconnection agreement will apply to AT&T Missouri's provision of switching and loops to Big River Telephone for Big River's existing customers (served as of 12/31/05) after 3/11/06, and to all other customers as well. The LWC did not amend the interconnection agreement, which continues to apply except as modified by court order. Big River and AT&T entered into the LWC to provide for customers who could not be served pursuant to the interconnection agreement due to court order.

### **Notice of Undisputed Facts**

In lieu of the parties developing a separate Stipulation of Facts, Big River provides this Notice of Undisputed Facts. Big River does not mean to suggest that the following is a comprehensive list of each and every undisputed fact that can be gleaned from the testimony, but simply provides the following list of core facts that are not in dispute to assist the Commission. The following facts are not disputed:

1. Big River's corporate structure, operational history, scope of authority and areas of operation, as described in Mr. Howe's Direct Testimony at pages 2-4 (and Schedule H-2).
2. AT&T Missouri's corporate identity and regulatory status, as described in Mr. Howe's Direct Testimony at pages 5-6.
3. The existence, contents, and Commission approval of the interconnection agreement between Big River and AT&T Missouri, as described in Mr. Howe's Direct Testimony at pages 6-8 (and Schedules H-3, H-4, H-5, and H-6).
4. The court decisions issued regarding AT&T Missouri's request for judicial review of the Commission's approval of the interconnection agreement, as described in Mr. Howe's Direct Testimony at pages 9-11 (and Schedules H-7, H-8, and H-9).
5. The existence, contents and absence of Commission approval of the local wholesale complete agreement, as described in Mr. Howe's Direct Testimony at page 12 (and Schedule H-10).
6. The exchange of various e-mails and correspondence between Big River and AT&T Missouri as described in the testimony of the witnesses (specifically, Schedules H-11, H-12, and H-13 to Mr. Howe's Direct Testimony, Schedules J-2, J-3 and J-4 to Mr. Jennings's Direct

Testimony, Schedules R-2 and R-3 to Ms. Rinesmith's Direct Testimony, and Schedules S-2, S-3, S-4, S-5, S-6, and S-7 to Mr. Schwantner's Direct Testimony).

7. The fact that the parties tried but were unable to resolve this matter through informal dispute resolution.

WHEREFORE, Big River Telephone, LLC requests the Commission to hold its hearing on these issues and thereupon grant to Big River the relief requested in its Complaint and such other and further relief to Big River as the Commission deems proper.

CURTIS, 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 the parties identified on the attached service list on this 7th day of September, 2007, by either placing same in the U.S. Mail, postage paid, by fax or email transmission.

/s/ Carl J. Lumley

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