

### Requests for Admission

**A FAILURE TO TIMELY RESPOND TO REQUESTS FOR ADMISSIONS IN COMPLIANCE WITH RULE 59.01 SHALL RESULT IN EACH MATTER BEING ADMITTED BY YOU AND NOT SUBJECT TO FURTHER DISPUTE.**

1. The traffic at issue in this case originated with Big River's end-user customers.

**Big River does not possess information sufficient to admit or deny this request and, therefore, denies same. AT&T provided only one week's worth of traffic data in reply to Big River's request for documentation to support AT&T's bill.**

2. The traffic at issue in this case did not originate in Internet Protocol format at the end-users' premises.

**Big River does not possess information sufficient to admit or deny this request and, therefore, denies same. AT&T provided only one week's worth of traffic data in reply to Big River's request for documentation to support AT&T's bill.**

3. The traffic at issue in this case did not originate using a broadband connection at the end-users' premises.

**Big River does not possess information sufficient to admit or deny this request and, therefore, denies same. AT&T provided only one week's worth of traffic data in reply to Big River's request for documentation to support AT&T's bill.**

4. The traffic at issue in this case originated in time division multiplexed pulse code modulated (TDM-PCM) format.

**Big River does not possess information sufficient to admit or deny this request and, therefore, denies same. AT&T provided only one week's worth of traffic data in reply to Big River's request for documentation to support AT&T's bill.**

5. The traffic at issue in this case was delivered by Big River to AT&T Missouri for completion or termination to AT&T Missouri's end-user customers, and/or to the end-user customers of third parties.

**Big River does not possess information sufficient to admit or deny this request and, therefore, denies same. AT&T provided only one week's worth of traffic data in reply to Big River's request for documentation to support AT&T's bill.**

6. The traffic at issue in this case was converted by Big River from Internet Protocol format to time division multiplexing format before being handed off to AT&T Missouri.

**Big River does not possess information sufficient to admit or deny this request and, therefore, denies same. AT&T provided only one week's worth of traffic data in reply to Big River's request for documentation to support AT&T's bill.**

7. The traffic at issue in this case was originated by and terminated to end-user customers located in different local calling areas.

**Big River does not possess information sufficient to admit or deny this request and, therefore, denies same. AT&T provided only one week's worth of traffic data in reply to Big River's request for documentation to support AT&T's bill.**

8. A portion of the traffic you delivered to AT&T Missouri for termination since February 5, 2010, originated with customers to whom you provided service pursuant to your Missouri P.S.C. Tariff No. 1.

**Admitted.**

9. Big River's subscribers can place a non-local voice telephone call to AT&T Missouri's subscribers without activating the program to begin recording mid-call and store the recording for later access via phone or email. *See* Complaint ¶ 28.

**Admitted.**

10. Big River's subscribers can place a non-local voice telephone call to AT&T Missouri's subscribers without configuring their incoming call manager, or viewing, configuring, or managing their call-handling options. *See* Complaint ¶ 29.

**Admitted.**

11. The call-handling options described in paragraph 29 of your complaint do not involve outbound calls placed by Big River's subscribers to AT&T Missouri's subscribers.

**Denied.**

12. When a Big River subscriber configures his or her incoming call manager through a Big River web portal, that communications session does not consist of a telephone call placed by the Big River subscriber to one of AT&T Missouri's subscribers.

**Admitted.**

13. Big River's subscribers can place a non-local voice telephone call to AT&T Missouri's subscribers without using the facsimile functionality described in paragraph 30 of your complaint.

**Denied.**

14. When a facsimile is converted to PDF format and forwarded to a Big River subscriber's email address, that communications session does not consist of a telephone call placed by the Big River subscriber to one of AT&T Missouri's subscribers.

**Admitted.**

15. Big River's subscribers can place a non-local voice telephone call to AT&T Missouri's subscribers without accessing the latest GoogleNews from their telephone or obtaining other information via the web.

**Admitted.**

16. When a Big River subscriber uses his or her telephone to dial a number to access the latest GoogleNews from their telephone, that communications session does not consist of a telephone call placed by the Big River subscriber to one of AT&T Missouri's subscribers.

**Denied.**

17. The access charges billed by AT&T Missouri on BAN 110 401 0113 803 that are in dispute in this case were properly charged to Big River if Big River's traffic is not enhanced services traffic within the meaning of Attachment 12, section 13.3 of the parties' interconnection agreement.

**Big River does not possess information sufficient to admit or deny this request and, therefore, denies same. AT&T provided only one week's worth of traffic data in reply to Big River's request for documentation to support AT&T's bill.**

18. In connection with the parties' prior access charge dispute, settled on or about October 31, 2009, Big River referred to the traffic it delivered to AT&T Missouri as Voice over Internet Protocol or VoIP traffic.

**OBJECTION: This request seeks information protected as confidential settlement negotiations that are not subject to disclosure under the terms of the settlement agreement between the parties and is, therefore, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.**

19. At no time prior to October 31, 2009, did Big River inform AT&T Missouri that the traffic Big River delivered to AT&T Missouri was not Voice over Internet Protocol or VoIP traffic.

**OBJECTION: This request is complex and confusing. Further it is overbroad and irrelevant.**

**Subject to and without waiving said objection, denied.**

Dated: August 20, 2012

Respectfully submitted,

BIG RIVER TELEPHONE COMPANY, LLC

/s/ Brian C. Howe

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