

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

NuVox Communications of Missouri, Inc.,)	
)	
Complainant,)	
)	
vs.)	Case No. CC-2009-0435
)	
Southwestern Bell Telephone Communications)	
Company d/b/a AT&T Missouri,)	
)	
Respondent.)	

AT&T MISSOURI’S ANSWER AND AFFIRMATIVE DEFENSES

COMES NOW Respondent, Southwestern Bell Telephone Company d/b/a AT&T Missouri (“AT&T Missouri”), and pursuant to the Commission’s June 9 Order, hereby submits its answer and affirmative defenses to the above-referenced Complaint of NuVox Communications of Missouri, Inc. (“NuVox”).

As and for its Answer to the Complaint, AT&T Missouri states as follows:

1. AT&T Missouri is without knowledge or information sufficient to form a belief as to the truth of the allegations stated in paragraph 1 of the Complaint, and therefore denies same.
2. AT&T Missouri admits the allegations stated in paragraph 2 of the Complaint.
3. Paragraph 3 of the Complaint makes no allegations. AT&T Missouri acknowledges counsel’s address and related contact information shown therein.
4. AT&T Missouri admits that the Commission has jurisdiction over this controversy pursuant to Section 252 of the federal Telecommunications Act of 1996 (“the Act”), (47 U.S.C. §252), and that this authority includes the power to interpret and enforce interconnection agreements approved by the Commission pursuant to the Act. AT&T Missouri

denies that the Commission's jurisdiction over this controversy also stems from state law, and thus, denies the allegations stated in paragraph 4 of the Complaint.

5. AT&T Missouri admits that the language of the Commission-approved interconnection agreement entered into between NuVox and AT&T Missouri, including but not limited to the ICA's associated Attachments and Appendices (collectively, "ICA"), speaks for itself, but otherwise denies the allegations stated in paragraph 5 of the Complaint.

6. AT&T Missouri admits the allegations stated in paragraph 6 of the Complaint, except the allegation that AT&T Missouri and NuVox are competitors, which allegation AT&T Missouri denies insofar as AT&T Missouri's and NuVox's mutual rights and responsibilities pursuant to their Commission-approved ICA entered are concerned.

7. AT&T Missouri admits that NuVox obtains Enhanced Extended Links ("EELs") from AT&T Missouri pursuant to the ICA entered into by them and that the language used in the ICA speaks for itself. AT&T Missouri further admits that the FCC has determined that the availability of EELs "extends the geographic reach for competitive [local exchange carriers] because EELs enable requesting carriers to serve customers by extending a customer's loop from the end office serving that customer to a different end office in which the competitive LEC is already located[,] an arrangement which allows them "to reduce their collocation costs by aggregating loops at fewer collocation locations and then transporting the customer's traffic to their own switches." *Triennial Review Order*, 18 FCC Rcd.16978 (2003), ¶ 576. Except as expressly admitted herein, AT&T Missouri is without knowledge or information sufficient to form a belief as to the truth of the allegations stated in paragraph 7 of the Complaint, and therefore denies same.

8. AT&T Missouri admits that the language of the Commission-approved ICA speaks for itself, but otherwise denies the allegations stated in paragraph 8 of the Complaint.

9. AT&T Missouri is without knowledge or information sufficient to form a belief as to the truth of the allegations stated in paragraph 9 of the Complaint, and therefore denies same.

10. AT&T Missouri admits that the language of the Commission-approved ICA speaks for itself, but otherwise denies the allegations stated in paragraph 10 of the Complaint.

11. AT&T Missouri admits that the language of the Commission-approved ICA speaks for itself, but otherwise denies the allegations stated in paragraph 11 of the Complaint.

12. AT&T Missouri admits that it has lawfully and otherwise appropriately charged NuVox for the cross-connect which is the subject of its Complaint, that is, the cross connect “between the loop and transport elements of each EEL circuit.” Complaint, para. 12. Except as expressly admitted herein, AT&T Missouri denies the remaining allegations stated in paragraph 12 of the Complaint.

13. AT&T Missouri denies the allegations stated in paragraph 13 of the Complaint.

14. AT&T Missouri denies the allegations stated in paragraph 14 of the Complaint.

15. AT&T Missouri admits that NuVox submitted to AT&T Missouri an October 27, 2008, Notice of Dispute, that NuVox and AT&T Missouri have discussed this matter, and that the parties have been unable to reach a mutually agreeable resolution of the matter. Except as expressly admitted herein, AT&T Missouri denies the remaining allegations stated in paragraph 15 of the Complaint.

AFFIRMATIVE DEFENSES

As and for its affirmative defenses to the Complaint, AT&T Missouri states as follows:

1. The Complaint fails to state a claim on which relief may be granted.

2. The Complaint is barred and/or relief thereunder limited by the applicable statutory and/or parties' contractually agreed-upon period of limitations stated in their ICA which governs the time within which to bring a claim for a dispute arising under the ICA.


3. The Complaint is barred and/or relief thereunder limited by the parties' contractually agreed-upon period stated in their ICA which governs the time within which to claim a credit for charges allegedly over-billed.

4. The Complaint is barred and/or relief thereunder limited by the parties' contractually agreed-upon period stated in their ICA which governs the time within which to dispute charges appearing on a bill.

WHEREFORE, AT&T Missouri, having fully answered the Complaint and having submitted its affirmative defenses thereto, respectfully request that the Commission dismiss the Complaint in its entirety, and grant AT&T Missouri such other and further 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 July 09, 2009.


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