

**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	)	
Company d/b/a AT&T Missouri,	)	
	)	
Respondent.	)	

**AT&T MISSOURI’S RESPONSE TO ORDER DIRECTING FILING  
OF MATERIAL FACTS REMAINING IN DISPUTE**

COMES NOW Southwestern Bell Telephone Company d/b/a AT&T Missouri (“AT&T Missouri”) and, pursuant to the Commission’s August 6 Order Directing Filing (“Order”) and its September 14 Order Granting Extension of Time, identifies what presently appears to be the principal factual matters requiring the Commission’s decision in accordance with the procedural schedule previously established.

By way of introduction, NuVox obtains DS1 Enhanced Extended Links (“EELs”) from AT&T Missouri. An EEL, pursuant to the parties’ interconnection agreement, is “a UNE combination consisting of UNE loop(s) and UNE Dedicated Transport, together with any facilities, equipment or functions necessary to combine those UNEs (including, for example, multiplexing capabilities).” NuVox’s Complaint challenges AT&T Missouri’s charging NuVox for a single component of each EEL AT&T Missouri provides NuVox: a “cross-connect” which AT&T Missouri provides between the loop and transport elements of each EEL.

To be clear, an EEL is provisioned with two cross-connects. NuVox does not challenge AT&T Missouri’s charge of \$14.51 per month for each cross-connect AT&T Missouri provides between the end of an EEL and the applicable NuVox collocation or multiplexer. However,

NuVox does challenge AT&T Missouri's charge of \$14.51 per month for cross-connect provisioned between the loop and transport elements of each EEL.

These and other items of a factual nature are the subject of a Stipulation which NuVox Communications of Missouri, Inc. ("NuVox") and AT&T Missouri filed today, identifying the material facts on which the two parties could agree. However, there are certain additional matters of a factual nature on which NuVox and AT&T Missouri could not come to an agreement, and thus, require a decision by the Commission following their development through discovery and hearing. At this stage of the proceedings, the principal matters appear to be those identified below.

NuVox first questions whether AT&T Missouri actually provides a cross-connect between the loop and transport elements of each EEL. (Complaint, at para. 11). Thus, while AT&T Missouri's position is that it installs such a cross-connect (indeed, that absent a cross-connect, the EEL would not function), no agreement has been reached on this point.

NuVox also claims that when it orders an EEL, it only orders one cross-connect (Complaint, at paras. 9, 12). AT&T Missouri disputes this claim.<sup>1</sup>

The parties also differ on whether the ICA adequately provides AT&T Missouri the authority to charge NuVox for the cross-connect between the loop and transport elements of the

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<sup>1</sup> In this connection, no agreement could be reached, and thus it remains for Commission decision, whether the following material appears (and has appeared for several years) in the EEL portion of the unbundled Loops section of the CLEC Handbook on AT&T Missouri's CLEC Online website (at <https://clec.att.com/clec/hb/shell.cfm?section=1331&hb=1151#Unbundled%20Loops>):

An Enhanced Extended Loop (EEL) is a combination of Unbundled Network Elements (UNEs) consisting of a UNE loop and UNE dedicated transport (along with any needed multiplexing and associated cross connects) . . . In AT&T -13STATE, the CLEC must first order the UNE dedicated transport (if and to the extent available), with Multiplexing (if required) and associated cross connects, from the AT&T-13STATE central office (A) serving CLEC's end user customer, and the AT&T -13STATE central office (B) where the CLEC has its collocation arrangement.

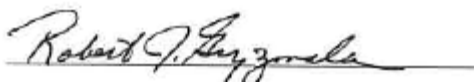
EELs provided to NuVox. AT&T Missouri maintains that it does, while NuVox contends that it does not.

AT&T Missouri's affirmative defenses to the Complaint also require resolution. NuVox's Complaint alleges that "AT&T Missouri has overcharged NuVox by approximately \$430,000," (Complaint, at para. 14), the Complaint did not identify, among other things, the period over which the alleged overcharging began or when NuVox discovered (or should have discovered) the alleged overcharging. Therefore, it remains a subject of disagreement between AT&T Missouri and NuVox as to whether NuVox's notice of dispute was timely raised with AT&T Missouri, and as to whether its claim filed with the Commission was likewise timely filed, pursuant to the General Terms and Conditions of the parties' Commission-approved ICA, which governs dispute resolution.

WHEREFORE, AT&T Missouri respectfully requests that the Commission accept this response identifying the principal matters which presently appear to require a decision by the Commission following their development through discovery and hearing.

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 September 30, 2009.

  
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