

**BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION**

In the Matter of Big River Telephone Company,	)	
LLC's Request for Expedited Approval of its	)	Case No. TT-2010-0141
Tariff Change Introducing Foreign Exchange	)	(tariff file no. YL-2010-0326)
Service.	)	

**Motion to Suspend and Investigate Proposed Tariffs**

Comes now Chariton Valley Telephone Corporation (Chariton Valley), pursuant to 4 CSR 240-2.080, and hereby moves the Commission to Suspend and Investigate the tariffs proposed by Big River Telephone Company, LLC (Big River), and ultimately to reject them. In support of this Motion, which is also accompanied by Chariton Valley's separate Application to Intervene and Motion to Reject the tariffs as moot, Chariton Valley states as follows:

**Summary**

Big River and Chariton Valley compete in Chariton Valley's Huntsville exchange. Big River and Chariton Valley negotiated, voluntarily agreed to, and executed a written interconnection agreement ("Agreement"). Pursuant to the Telecommunications Act of 1996 this Agreement was submitted to, and approved by, this Commission. This Agreement now sets forth the terms and conditions that bind Big River, Chariton Valley, and this Commission.

The dispute arose when Big River asked Chariton Valley to accept Big River's assignment of a Salisbury exchange telephone number to a Big River customer located in the Huntsville exchange. Chariton Valley refused because Big River's request was contrary to the terms of the Agreement. The Agreement prohibits the assignment of a

telephone number rated for one rate center to a customer located in a different rate center, referred to as “virtual NXX”, or “VNXX”.

Big River has filed the tariffs at issue here in an attempt to evade the terms of the interconnection agreement.

### **Allegations**

1. Big River and Chariton Valley voluntarily negotiated, agreed to, and executed an Interconnection Agreement (hereinafter “Agreement”). That Agreement was submitted to the Commission for approval, and by Order of January 6, 2009 in Case No. TK-2009-0202, the Agreement was approved.

2. Thereafter Big River has obtained numbering resources from Neustar, the North American Numbering Council numbers administrator, applicable to the Salisbury, Missouri exchange.

3. Big River for some reason did not obtain number resources applicable to the Huntsville, Missouri exchange before this dispute arose.

4. Big River assigned a telephone number applicable to Salisbury to a customer located in Huntsville. Such assignment was performed without notifying or informing Chariton Valley.

5. Big River contacted Chariton Valley and inquired if Chariton Valley would agree to Big River using a Salisbury telephone number for a Huntsville customer.

11. Chariton Valley refused on the basis that this was an inappropriate assignment of a telephone number, and on the basis that this proposal was prohibited by the Agreement.

12. Big River filed the proposed tariffs sheets at issue here rather than comply with the terms of the Agreement.

13. Big River filed the proposed tariffs at issue here in order to evade the terms of the Agreement.

**Provisions of the Interconnection Agreement**

14. Section 16 of the Agreement is the dispute resolution provision. It specifies a certain procedure to be followed regarding any dispute, including interpretation of the agreement. If a dispute remains after the requisite steps are concluded, the dispute can then be taken to court or to this Commission for resolution. Chariton Valley does not believe this provision has been complied with. Chariton Valley believes Big River has filed the tariffs at issue in order to avoid complying with this provision of the Agreement. The tariffs at issue should be rejected until compliance is demonstrated.

15. In section 8.2 to Attachment A of the Interconnection Agreement, Big River agreed to use Chariton Valley rate centers, and to obtain telephone numbers assigned to those rate centers. If Big River obtained a customer located in Huntsville, it was incumbent upon Big River to obtain and assign a Huntsville number to comply with this provision.

16. Telephone numbers are issued pursuant to the North American Numbering Plan, as controlled by the North American Numbering Council, which has contracted with Neustar to be the number conservation and pooling administrator. The NANP recognizes Chariton Valley rate centers by NPA/NXX. Under the applicable Central Office Code (NXX) Assignment Guidelines it is not permissible to obtain a number from

one rate center and give it to a customer located in a different rate center. Big River violated those guidelines by assigning a Salisbury number to a Huntsville customer. See Section 8.1 to Attachment C to the Agreement.

17. Big River's proposed tariff would not correct its violation of the NANP rules or Central Office Code Assignment Guidelines. Big River's proposed tariff would not correct its violation of the Agreement by assigning a Huntsville number for Big River's Huntsville customer. Instead Big River attempts to avoid compliance with the Guidelines, and with the interconnection agreement, by giving improperly numbered customers a free Foreign Exchange service into the exchange where the number properly should reside.

18. Approval of Big River's tariff would establish a conflict between the terms of the tariff and the terms of the approved Agreement. This Commission should not allow a tariff that is in violation of the terms of an approved interconnection agreement. That would set the stage for awkward issues of which determination has priority of legal effect.

19. In the industry attempts to assign a number rated for a particular rate center to a customer located in a different rate center are commonly referred to as "virtual NXX", or "VNXX". Section 2.47 of Attachment A to the Agreement defines VNXX as a service where NXX is assigned to a customer who is not physically located in the exchange where the NXX is rate centered.

20. Big River's attempt to assign a Salisbury number to a customer located in Huntsville meets the contractual definition of VNXX. In the Agreement Big River

agreed not to use VNXX within Chariton Valley's service area. See Sections 1.2, 1.3, and 5.3.1 of Attachment C to the Agreement.

21. Big River's proposed tariff depends upon continued use of the VNXX by the FX customer. Such continued use contradicts the terms of the Agreement.

22. It is not clear how Big River's proposed use of a VNXX and FX would work if there are more than two competitors in Huntsville. It is not clear how it would impact providers of interexchange service providers originating or terminating traffic to the "home" and "foreign" FX customer numbers. Chariton Valley has concerns about, and this Commission should investigate, call rating, call routing, creation of billing records, exchange of billing records, and intercompany compensation bills and payments. These issues could involve carriers other than Chariton Valley and Big River. The Commission should suspend the tariffs at issue in order to further investigate the proposed "FX" provisioning, and its impacts on these processes.

WHEREFORE, on the basis of the foregoing, Chariton Valley respectfully requests that the proposed tariffs be suspended, investigated, and rejected.

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**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of this pleading was electronically mailed to the following attorneys of record in this proceeding this 11<sup>th</sup> day of November, 2009:

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