

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

Nexus Communications, Inc.,)	
)	
Complainant,)	
)	
v.)	File No. TC-2011-0132
)	
Southwestern Bell Telephone Company, d/b/a)	
AT&T Missouri,)	
)	
Respondent.)	

**ANSWER AND AFFIRMATIVE DEFENSES OF SOUTHWESTERN BELL
TELEPHONE COMPANY D/B/A AT&T MISSOURI**

COMES NOW Southwestern Bell Telephone Company (f/k/a Southwestern Bell Telephone, L. P.), d/b/a AT&T Missouri (“AT&T Missouri”), and respectfully submits its Answer and Affirmative Defenses to the Complaint of Nexus Communications, Inc. (“Nexus”).

ANSWER

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

1. Paragraph 1 of the Complaint, while providing an introduction, makes no allegations necessitating response. Nonetheless, AT&T Missouri states that is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 1 and, therefore, denies same. Additionally, the correct name for the entity is Southwestern Bell Telephone Company, d/b/a AT&T Missouri.

2. AT&T Missouri is without knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 2 of the Complaint and, therefore, denies same.

3. AT&T Missouri admits the allegations of Paragraph 3 of the Complaint. However, its principal place of business in Missouri is One AT&T Center, 909 Chestnut Street, St. Louis, MO 63101.

4. AT&T Missouri admits that Nexus' Complaint should arise under its interconnection agreement ("ICA") with AT&T Missouri, though Nexus has failed to provide any citation to any such agreement approved in Missouri. Except as expressly admitted herein, AT&T Missouri denies the remainder of the allegations of Paragraph 4 of the Complaint.

5. AT&T Missouri admits that the provisions of federal law cited in Paragraph 5 of the Complaint say what they say. Except as expressly admitted herein, AT&T Missouri denies the remainder of the allegations of Paragraph 5 of the Complaint.

6. AT&T Missouri admits that it has made available certain promotional offerings to its retail customers that have lasted for more than 90 days. Except as expressly admitted herein, AT&T Missouri denies the remainder of the allegations of Paragraph 6 of the Complaint.

7. AT&T Missouri admits that it has made available certain cashback promotional offerings to its retail customers. Except as expressly admitted herein, AT&T Missouri denies the remainder of the allegations of Paragraph 7 of the Complaint.

8. AT&T Missouri admits that to the extent a reseller is entitled to the benefit of the cashback component of a promotional offering, the maximum amount to which it is entitled is the face value of the retail cashback component reduced by the Commission-approved resale discount rate set forth in the Commission-approved ICA between the reseller and AT&T Missouri. Except as expressly admitted herein, AT&T Missouri denies the remainder of the allegations of Paragraph 8 of the Complaint.

9. AT&T Missouri denies the allegations of Paragraph 9 of the Complaint.

10. AT&T Missouri denies the allegations of Paragraph 10 of the Complaint.
11. AT&T Missouri denies the allegations of Paragraph 11 of the Complaint. 12.
12. AT&T Missouri denies the allegations of Paragraph 12 of the Complaint.
13. AT&T Missouri admits that the Federal Communications Commission's orders speak for themselves. Except as expressly admitted herein, AT&T Missouri denies the remainder of the allegations of Paragraph 13 of the Complaint.
14. AT&T Missouri denies the allegations of Paragraph 14 of the Complaint.
15. AT&T Missouri denies the allegations of 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 upon which relief may be granted.
2. The Complaint is barred and must be dismissed for Nexus' failure to have first filed a notice of its intent to file its Complaint, as required by 4 CSR 240-4.020(2).
3. The Complaint is barred and must be dismissed for Nexus' failure to have complied with 4 CSR 240-2.040(3)(C), which governs "who may practice as an attorney before the [C]ommission."
4. The Complaint is barred and must be dismissed for Nexus' failure to have first exhausted the Dispute Resolution provisions of the parties' Commission-approved ICA, the fulfillment of which are an express condition precedent to the filing of any claims arising under the ICA with the Commission.
5. 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 a party may bring a claim for a dispute arising under the ICA.

6. 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 a party may claim a credit for charges allegedly over-billed.

7. 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.

8. The Complaint is barred by the doctrines of laches, estoppel, and/or waiver.

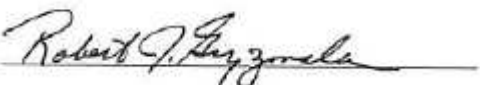
9. The Complaint is barred by the statute of limitations.

10. AT&T Missouri reserves the right to later plead defenses, affirmative defenses, and counterclaims or file additional or amended pleadings as may be required upon further investigation of the facts underlying this matter.

WHEREFORE, AT&T Missouri, having stated its Answer and Affirmative Defenses to the Complaint, respectfully requests 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 each of the below
by e-mail on December 9, 2010.


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