

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

BPS Telephone Company, Cass County)
Telephone Citizens Telephone Company of)
Higginsville, Mo., Inc., Craw-Kan Telephone)
Cooperative, Inc., Fidelity Communications)
Services I, Inc., Fidelity Telephone Company,)
Grand River Mutual Telephone Corporation,)
Green Hills Telephone Corporation, Holway)
Telephone Company, Iamo Telephone Company,)
Kingdom Telephone Company, K.L.M.)
Telephone Company, Lathrop Telephone)
Company and Mark Twain Rural Telephone)
Company,)

Case No. TC-2002-1077

Petitioners,)

vs.)

VoiceStream Wireless Corporation, Western)
Wireless Corporation and Southwestern Bell)
Telephone Company,)

Respondents.)

FACTUAL STIPULATION

Complainants,¹ Respondent Southwestern Bell Telephone Company² and Respondents, VoiceStream Wireless Corporation (“VoiceStream”) and Western Wireless Corporation (“Western Wireless”) stipulate as follows:

¹ The Complainant group is comprised of the following 14 companies: BPS Telephone Company, Cass County Telephone, Citizens Telephone Company of Higginsville, Mo., Inc., Craw-Kan Telephone Cooperative, Inc., Fidelity Communications Services I, Inc., Fidelity Telephone Company, Grand River Mutual Telephone Corporation, Green Hills Telephone Corporation, Holway Telephone Company, Iamo Telephone Company, Kingdom Telephone Company, K.L.M. Telephone Company, Lathrop Telephone Company and Mark Twain Rural Telephone Company.

² Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company, will be referred to in this pleading as “Southwestern Bell” or “SWBT.”

1. On a monthly basis, Complainants have sent invoices to VoiceStream and Western Wireless specifying the minutes terminated to each Complainant's exchange(s), the applicable rate, the total amount due, and payments made, if any. All written correspondence and verbal communications reflecting additional efforts to bill and collect the amounts sought by Complainants in this case from VoiceStream and Western Wireless for the traffic they originated are attached to or set forth in the Direct Testimony of each Complainant's witness, filed August 26, 2002.

2. Complainant BPS Telephone Company has neither asked Southwestern Bell about the cost of blocking wireless traffic, nor requested, pursuant to the terms of its Wireless Termination Tariff, that Southwestern Bell block traffic from VoiceStream, Western Wireless or any other wireless carrier.

3. Complainant Cass County Telephone Company has neither asked Southwestern Bell about the cost of blocking wireless traffic, nor requested, pursuant to the terms of its Wireless Termination Tariff, that Southwestern Bell block traffic from VoiceStream, Western Wireless or any other wireless carrier.

4. Citizens Telephone Company of Higginsville on July 26, 2001, asked Southwestern Bell for an estimate of the cost to block Southwestern Bell Mobile Systems', U.S. Cellular's and Western Wireless' traffic from being delivered to Citizens' exchanges. Southwestern Bell provided a cost estimate of \$4,000 on August 21, 2001 to Citizens. Believing the cost of blocking may exceed the benefit to be obtained from blocking, Citizens did not ask Southwestern Bell to block any wireless-originated traffic.

5. Complainant Craw-Kan Telephone Cooperative, Inc. has neither asked Southwestern Bell about the cost of blocking wireless traffic, nor requested, pursuant to the terms of its

Wireless Termination Tariff, that Southwestern Bell block traffic from VoiceStream, Western Wireless or any other wireless carrier.

6. Complainant Fidelity Communications Services I, Inc. has neither asked Southwestern Bell about the cost of blocking wireless traffic, nor requested, pursuant to the terms of its Wireless Termination Tariff, that Southwestern Bell block traffic from VoiceStream, Western Wireless or any other wireless carrier.

7. Complainant Fidelity Telephone Company did not ask Southwestern Bell about the cost of blocking wireless traffic. But based on blocking quotes provided to other companies, Fidelity believed the cost of blocking would exceed the benefit to be obtained from blocking and did not ask Southwestern Bell to block any wireless-originated traffic.

8. Complainant Grand River Mutual Telephone Company has neither asked Southwestern Bell about the cost of blocking wireless traffic, nor requested, pursuant to the terms of its Wireless Termination Tariff, that Southwestern Bell block traffic from VoiceStream, Western Wireless or any other wireless carrier.

9. Green Hills Telephone Corporation on August 27, 2001, asked Southwestern Bell for an estimate of the cost to block Cingular's and U.S. Cellular's traffic from being delivered to Green Hills' exchanges. Southwestern Bell provided a cost estimate of \$700 on October 11, 2001. Believing the cost of blocking may exceed the benefit to be obtained from blocking, Green Hills did not ask Southwestern Bell to block any wireless-originated traffic.

10. Complainant Holway Telephone Company has neither asked Southwestern Bell about the cost of blocking wireless traffic, nor requested, pursuant to the terms of its Wireless Termination Tariff, that Southwestern Bell block traffic from VoiceStream, Western Wireless or any other wireless carrier.

11. Complainant Iamo Telephone Company has neither asked Southwestern Bell about the cost of blocking wireless traffic, nor requested, pursuant to the terms of its Wireless Termination Tariff, that Southwestern Bell block traffic from VoiceStream, Western Wireless or any other wireless carrier.

12. Kingdom Telephone Company on July 26, 2001, asked Southwestern Bell for an estimate of the cost to block Cingular's, U.S. Cellular's and Air Signal/Metro Call's traffic from being delivered to Kingdom's exchanges. Southwestern Bell provided a \$1,500 cost estimate on August 21, 2001. Believing the cost of blocking may exceed the benefit to be obtained from blocking, Kingdom did not ask Southwestern Bell to block any wireless-originated traffic.

13. Complainant KLM Telephone Company has neither asked Southwestern Bell about the cost of blocking wireless traffic, nor requested, pursuant to the terms of its Wireless Termination Tariff, that Southwestern Bell block traffic from VoiceStream, Western Wireless or any other wireless carrier.

14. Complainant Lathrop Telephone Company has neither asked Southwestern Bell about the cost of blocking wireless traffic, nor requested, pursuant to the terms of its Wireless Termination Tariff, that Southwestern Bell block traffic from VoiceStream, Western Wireless or any other wireless carrier.

15. Mark Twain Rural Telephone on August 31, 2001, asked Southwestern Bell for an estimate of the cost to block Cingular's, Sprint's, U.S. Cellular's, Air Signal's and AT&T Wireless' traffic from being delivered to Mark Twain's exchanges. Southwestern Bell provided a \$500 cost estimate on October 11, 2001. Believing the cost of blocking may exceed the benefit to be obtained from blocking, Mark Twain did not ask Southwestern Bell to block any wireless traffic.

16. Complainants claim Southwestern Bell has violated its interconnection agreements with VoiceStream and Western Wireless by allowing them to transit wireless-originated traffic to Complainants in the absence of a compensation or interconnection agreement. The contractual provision this claim is based on is Section 3.1.3 of the VoiceStream/Southwestern Bell and Western Wireless/Southwestern Bell interconnection agreements, both of which are quoted on page 10 of Complainants' Complaint.

17. The Staff of the Missouri Public Service Commission does not dispute any of the facts set out in this Factual Stipulation, nor does it object to the Stipulation.

18. The Office of the Public Counsel does not dispute any of the facts set out in this Factual Stipulation, nor does it object to the Stipulation.

Respectfully submitted,

**ATTORNEY FOR
MISSOURI PUBLIC SERVICE COMM'N**

**ATTORNEY FOR
OFFICE OF THE PUBLIC COUNSEL**

BY /s/ **Bruce Bates**
BRUCE BATES #35442
Associate General Counsel
P.O. Box 360
Jefferson City, Missouri 65102
573-751-7434 (Telephone)
573-751-9285 (Facsimile)
brucebates@psc.state.mo.us (E-Mail)

BY /s/ **Michael F. Dandino**
MICHAEL F. DANDINO #24590
Office Of The Public Counsel
PO Box 7800
Jefferson City, Missouri 65102
573-751-4857 (Telephone)
573-751-5562 (Facsimile)
mdandino@ded.state.mo.us (E-Mail)

ATTORNEY FOR COMPLAINANTS

BY /s/ William R. England, III

WILLIAM R. ENGLAND, III #23975
Brydon, Swearngen & England P.C.
PO Box 456
Jefferson City, Missouri 65102
573-635-7166 (Telephone)
573-634-7431 (Facsimile)
trip@brdonlaw.com (E-Mail)

ATTORNEY FOR RESPONDENTS

BY /s/ Mark P. Johnson

MARK P. JOHNSON #30740
Attorney for Respondents
Sonnenschein Nath & Rosenthal
4520 Main Street, Suite 1100
Kansas City, MO 64111
816-460-2424 (Telephone)
816-531-7545 (Facsimile)
mjohnson@sonnenschein.com (E-Mail)

**ATTORNEYS FOR SOUTHWESTERN
BELL TELEPHONE COMPANY**

BY /s/ Paul G. Lane

PAUL G. LANE #27011
LEO J. BUB #34326
ATHONY K. CONROY #35199
MIMI B. MACDONALD #37606
One SBC Center, Room 3518
St. Louis, Missouri 63101
314-235-2508 (Telephone)
314-247-0014 (Facsimile)
leo.bub@sbc.com (E-Mail)

Certificate of Service

I hereby certify that copies of the foregoing have been mailed, hand-delivered, transmitted by facsimile or e-mailed to all counsel of record this 10th day of October 2002.

/s/ Bruce Bates