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July 9, 2002

**Mr. Dale Hardy Roberts
Secretary/Chief Administrative Law Judge
Missouri Public Service Commission
Post Office Box 360
Jefferson City, MO 65102**

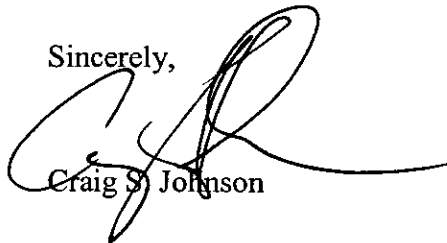
Re: TC-2002-57 et. al.

Dear Judge Roberts:

Enclosed please find for filing in the above captioned case a Stipulation Dismissal of Choctaw's Complaint against AT&T Wireless. A copy of this letter and a copy of the enclosed Stipulation is observed for all Attorneys of Record.

Thank you for seeing this filed.

Sincerely,



Craig S. Johnson

CSJ/mo

Enc.

cc: Attorneys of Record
Kevin Thompson

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

Northeast Missouri Rural Telephone Company,)	
and Modern Telecommunications Company,)	
et al.)	
)	
Petitioners,)	
)	
vs.)	Case No. TC-2002-57
)	Case No. TC-2002-113
Southwestern Bell Telephone Company,)	Case No. TC-2002-114
Southwestern Bell Wireless (Cingular),)	Case No. TC-2002-167
Voice Stream Wireless (Western Wireless))	Case No. TC-2002-181
Aerial Communications, Inc., CMT Partners,)	Case No. TC-2002-182
(Verizon Wireless), Sprint Spectrum, LP,)	Consolidated
United States Cellular Corp., and Ameritech)	
Mobile Communications, Inc., et al.)	
)	
Respondents.)	

STIPULATION OF DISMISSAL OF AT&T WIRELESS FROM COMPLAINT

Choctaw Telephone Company (Choctaw), Petitioner herein, and AT&T Wireless Services, Inc., (AWS) one of the Respondents herein, stipulate and agree as follows:

1. On or about October 11, 2001, Choctaw filed a complaint against AWS, along with other entities, docketed as TC-2002-181, later consolidated into this proceeding.

2. Notices related to this matter should be sent as follows:

For AWS, to:

Paul DeFord
Lathrop & Gage
2345 Grand
Kansas City, MO 64108

For Choctaw to:

Craig S. Johnson
Andereck, Evans, Milne, Peace & Johnson, L.L.C.
700 East Capitol
P.O. Box 1438
Jefferson City, MO 65102
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3. AWS agrees to pay Choctaw Five Thousand Seven Hundred Forty-Five Dollars and two cents (\$5,745.02) in settlement of this matter for termination charges for AWS-originated traffic reported to Choctaw as being terminated between February 5, 1998 until the effective date of Choctaw's wireless termination tariff, February 17, 2001, subject to the terms provided below. The parties acknowledge that AWS has paid for traffic reported to Choctaw as being terminated after February 17, 2001, and is current through the December, 2001 usage period. AWS agrees to continue to pay Choctaw pursuant to invoices rendered for post-December, 2001 usage pursuant to Choctaw's applicable wireless termination tariff unless such tariff is replaced or superseded by an approved interconnection agreement. Choctaw agrees to dismiss its claims against AWS herein with prejudice from this proceeding, subject to any future reversal of the effectiveness of Choctaw's wireless termination tariff, as set forth in paragraph 5.

4. The parties agree that all of the \$5,745.02 relates to the time period prior to February 17, 2001, the date upon which Choctaw's Wireless Termination Service Tariff, PSC Mo. No. 3, became effective as determined by the Missouri Public Service Commission in TT-2001-151. The parties agree that the \$5,745.02 is calculated by taking terminating minutes for AWS from usage reports for that period provided by Southwestern Bell Telephone Company times the wireless termination rate of \$0.0506

per minute that was tariffed as the Choctaw wireless termination rate on and after February 17, 2001.

5. If the Commission or any other tribunal or Court with jurisdiction holds, via a final non-appealable order or decision, that wireless carriers are not required to pay pursuant to Choctaw's wireless terminating tariff, then Choctaw shall, within 90 days, present AWS with a refund via check for such amount paid in excess of what would apply under such a holding. In this event this settlement will be considered null and void, and Choctaw's claims with respect to the traffic which is the subject of this settlement, and AWS's defenses to those claims, will be revived.

6. Except as expressly provided herein, the signatories agree that this Stipulation has been made exclusively for the purpose of the relationship of AWS and Choctaw in this proceeding and that the Stipulation contained herein, in total or by specific items, is in no way binding upon these parties in other proceedings or other parties in this proceeding before the Commission or in other forums or jurisdictions, nor are the contents of this Stipulation, in total or in specific terms, by inference, inclusion or deletion, in any way to be considered or used as an indication of the position of Choctaw or AWS on any issue litigated or to be litigated in this or other proceedings.

7. The parties further agree that the purpose of this Stipulation is to reach a reasonable settlement and to avoid protracted and costly litigation of certain issues and that with respect to any policy or other issues which were compromised in the spirit of reaching an agreement, neither AWS nor Choctaw shall be prohibited from or prejudiced in arguing a different policy or position before the Commission or any other tribunal in any other proceeding, as such agreements pertain only to AWS and Choctaw in this

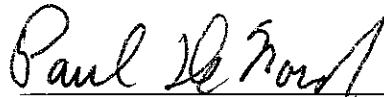
matter.

8. This Stipulation contains terms, each of which is interdependent with the others and essential in its own right to the signing of this Stipulation. Each term is vital to the agreement as a whole, since the parties expressly and jointly state that they would not have signed the agreement had any term been modified in any way. Each party is entitled to certain procedures in the event that any modifications whatever are made to this Stipulation. If any modification is made to the terms of this Stipulation, the signatory parties must be given the right to be placed in the position they were in before the Stipulation was entered.

9. AWS and Choctaw respectfully urge the Commission to issue an order adopting the terms of this Stipulation, and to dismiss AWS from this proceeding with prejudice.

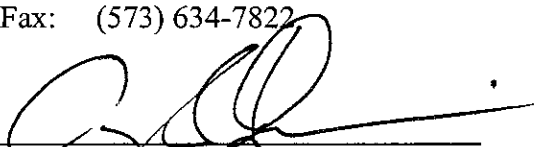
Respectfully submitted,

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Lathrop & Gage
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Kansas City, MO 64108
Phone: (816)292-2000
FAX: (816)292-2001
E-mail: pdeford@lathropgage.com

A handwritten signature in black ink, appearing to read "Paul DeFord", written over a horizontal line.

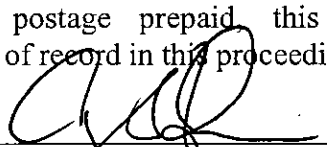
by: Paul DeFord #29509
Attorney for AWS

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by: Craig S. Johnson #28179
Attorney for Choctaw

CERTIFICATE OF SERVICE

The undersigned does hereby certify that a true and accurate copy of the foregoing was mailed, via U.S. Mail, postage prepaid, this 9 day of July, 2002, to all attorneys of record in this proceeding.


Craig S. Johnson MO Bar No. 28179