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August 30, 2004

EUGENE E. ANDERECK (1923-2004)

GREGORY C. STOCKARD (1904-1993)

PHIL HAUCK (1924-1991)

FILED

AUG 30 2004

**Missouri Public
Service Commission**

Secretary
Public Service Commission
P.O. Box 360
Jefferson City, Missouri 65102

Re: TC-2002-57

Dear Secretary:

Enclosed for filing please find an original and eight copies each of two Unanimous Stipulations as to Proportion of InterMTA Traffic. The first Unanimous Stipulation pertains to traffic originated by U.S. Cellular Corporation terminated to Petitioner Chariton Valley Telephone Corporation, and the second pertains to traffic originated by U.S. Cellular Corporation and terminated to Petitioner Northeast Missouri Rural Telephone Company. Each of the stipulations is signed by all parties to those respective claims.

A copy of this letter, and a copy of each Unanimous Stipulation, has also been served upon all attorneys of record representing parties remaining in this proceeding. Thank you for seeing this filed.

Sincerely,


Craig S. Johnson

CSJ:lw

Encl.

CC: David Meyer
Michael Dandino
Leo Bub
Brett Dublinski
Mark Johnson
Gary Godfrey
Bill Biere

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

FILED

AUG 20 2004

Missouri Public
Service Commission

Northeast Missouri Rural Telephone Company)
et al.,)
Petitioners,)
v.)
Southwestern Bell Telephone Company,)
Respondent.)

Case No. TC-2002-57

Unanimous Stipulation as to Proportion of InterMTA Traffic

Come now Petitioner Northeast Missouri Rural Telephone Company ("Northeast"), Respondent United States Cellular Corporation ("US Cellular"), and Respondent Southwestern Bell Telephone, L.P., d/b/a SBC Missouri ("SBC Missouri"), the Staff of the Missouri Public Service Commission, and the Office of the Public Counsel, and hereby submit the following Stipulation with respect to traffic originated by Respondent US Cellular, transited by SBC Missouri, and terminated to Petitioner Northeast, which traffic terminated between February 1998 to December 2001, and is the subject of one of the consolidated complaints filed in this case, and which traffic is hereinafter referred to as the "Subject Matter Traffic":

1. Of the subject matter traffic, Northeast and US Cellular have agreed that the percentage of such traffic that is interMTA is twenty-two and one-half percent (22.5%).
2. This percentage can be applied to all Subject Matter Traffic in dispute in this proceeding, subject to the reservations in paragraphs 6 and 7 below, to

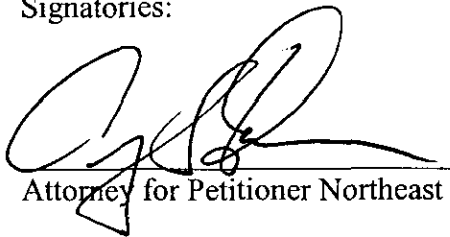
ascertain the proportions or quantities of traffic that is either intraMTA or interMTA.

3. All Subject Matter Traffic that is interMTA is subject to Petitioner's applicable terminating switched access tariff and US Cellular agrees, subject to the reservations in paragraphs 6 and 7 below, that it is responsible for the applicable terminating switched access charges on Subject Matter Traffic determined to be interMTA.
4. SBC Missouri does not object to, and will not produce evidence contrary to, the negotiated interMTA factor agreed to by Northeast and US Cellular. SBC Missouri, however, continues to deny that it has any liability for terminating charges on a wireless carrier's traffic that transits SBC Missouri's network (regardless of whether it is intra or interMTA). SBC Missouri continues to assert that interMTA traffic should be billed to the wireless carrier on a meet point billed basis by SBC Missouri and Northeast pursuant to SBC Missouri's and Northeast's intrastate access tariffs. SBC Missouri's entry into this stipulation is not to be construed as an agreement that it has any liability for such traffic.
5. Northeast continues to assert that US Cellular is not an access customer subject to Northeast's access tariffs. Northeast continues to assert that, as the access customer of Northeast delivering the subject matter traffic, SBC Missouri is liable to pay Northeast terminating access charges on the subject matter traffic regardless of whether it is intra or inter MTA, unless Northeast has an effective wireless termination tariff or approved

interconnection agreement that provides otherwise. Upon payment to Northeast, SBC would be entitled to any indemnity rights available through agreement or tariff. Northeast's entry into this stipulation is not to be construed as an agreement that it has conceded its position on the liability for the traffic.

6. US Cellular continues to deny that it has any liability for terminating charges on the Subject Matter Traffic that is (1) not deemed to be interMTA by application of the interMTA factor, and (2) predates the effective date of any Wireless Termination Service Tariff that has been or will be filed with the Missouri Public Service Commission. US Cellular's entry into this stipulation is not to be construed as an agreement that it has conceded its position on the liability for this traffic.
7. This stipulation is limited solely to the determination of an interMTA factor; by entering this stipulation neither US Cellular nor SBC Missouri waives any other legal or factual challenges to the nature, measurement, quantity, or claimed rate for any traffic in dispute or any other applicable legal arguments or defenses to the claims in this case.
8. This stipulation is binding upon all signatories hereto.

Signatories:



Attorney for Petitioner Northeast Missouri Rural Telephone Company

Attorney for Respondent United States Cellular Corporation

interconnection agreement that provides otherwise. Upon payment to Northeast, SBC would be entitled to any indemnity rights available through agreement or tariff. Northeast's entry into this stipulation is not to be construed as an agreement that it has conceded its position on the liability for the traffic.

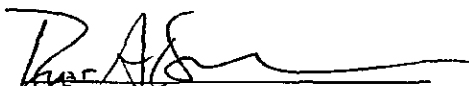
6. US Cellular continues to deny that it has any liability for terminating charges on the Subject Matter Traffic that is (1) not deemed to be interMTA by application of the interMTA factor, and (2) predates the effective date of any Wireless Termination Service Tariff that has been or will be filed with the Missouri Public Service Commission. US Cellular's entry into this stipulation is not to be construed as an agreement that it has conceded its position on the liability for this traffic.

7. This stipulation is limited solely to the determination of an interMTA factor; by entering this stipulation neither US Cellular nor SBC Missouri waives any other legal or factual challenges to the nature, measurement, quantity, or claimed rate for any traffic in dispute or any other applicable legal arguments or defenses to the claims in this case.

8. This stipulation is binding upon all signatories hereto.

Signatories:

Attorney for Petitioner Northeast Missouri Rural Telephone Company



Attorney for Respondent United States Cellular Corporation

Attorney for Respondent Southwestern Bell Telephone, L.P., d/b/a SBC Missouri

Attorney for the Staff of the Missouri Public Service Commission

Michael Dundee by [Signature]
Attorney for the Office of the Public Counsel

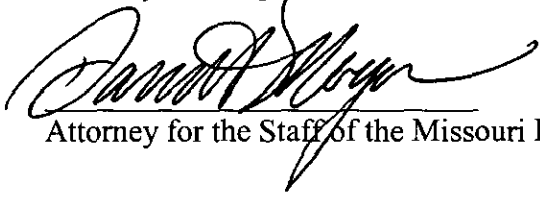


Attorney for Respondent Southwestern Bell Telephone, L.P., d/b/a SBC Missouri

Attorney for the Staff of the Missouri Public Service Commission

Attorney for the Office of the Public Counsel

Attorney for Respondent Southwestern Bell Telephone, L.P., d/b/a SBC Missouri

A handwritten signature in black ink, appearing to read "David A. Meyer". The signature is written in a cursive style with a long, sweeping underline that extends to the right.

Attorney for the Staff of the Missouri Public Service Commission

Attorney for the Office of the Public Counsel

Signatory information:

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