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October 27, 2004

FILED

NOV 01 2004

Secretary of the Public Service Commission
P.O. Box 360
Jefferson City, MO 65102

Missouri Public
Service Commission

Re: Case No. XC-2004-0274

To Whom It May Concern:

Please find enclosed an original and nine copies of the Settlement Agreement for the above-referenced case. Please return a file stamped copy to me in the enclosed envelope.

If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,



Leland B. Curtis

LBC/klb
Enclosures
cc: Office of Public Counsel
Marc Poston, Associate General Counsel
Rickey Oaks

NOV 01 2004

Missouri Public
Service Commission

Rickey Oaks,

Complainant,

Case No. XC-2004-0274

VS.

Broadwing Communications, LLC,

Respondent.

Comes now Complainant, Rickey Oaks (“Oaks”) and Respondent, Broadwing Communications, LLC (“Broadwing”) and for their Settlement Agreement state:

- 1) On January 5, 2004, Complainant Oaks filed a Complaint with the Missouri Public Service Commission against Broadwing.
- 2) On February 26, 2004, Broadwing filed an answer to Oaks' complaint. In that answer, Broadwing indicated its willingness to enter into voluntary third-party mediation.
- 3) On March 15, 2004, Oaks filed a letter indicating that he is also willing to mediate.
- 4) In an Order dated March 16, 2004, the Commission directed the parties to contact Mediator, Jim Levin, at Alternative Dispute Resolution Center at the University of Missouri-Columbia School of Law.

5) On May 25, 2004, Broadwing tendered a proposal for resolution to Mr. Levin that Broadwing would forgive and cancel Complainant's indebtedness to Broadwing in exchange for a full release from Complainant.

6) On June 3, 2004, counsel for Broadwing was advised by Mr. Levin that he had communicated Broadwing's settlement proposal to Complainant and that the proposed settlement was agreeable to Complainant.

7) The Parties had expected Mr. Levin to submit a written report to the Commission outlining settlement reached by the parties, but when that report did not materialize, the Commission ordered pre-hearing conference convened for October 13, 2004.

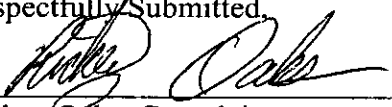
8) At the October 13, 2004, pre-hearing conference (telephonic) RLJ Morris Woodruff presided. Complainant Oaks appeared, pro se, Broadwing was represented by Leland B. Curtis and Staff was represented by, Associate General Counsel, Marc Poston.

9) At the pre-hearing conference the parties reiterated their understanding that a Settlement of the complaint had been previously agreed to, to wit: that Broadwing agreed to totally forgive and cancel Oaks' indebtedness to Broadwing, which formed the basis of his complaint, and in exchange Oaks would agree to dismiss his complaint and release Broadwing.


10) By this Settlement Agreement, the Parties reiterate and confirm that this dispute has been settled as recited herein and that this complaint should be dismissed.

WHEREFORE, Complainant Oaks and Respondent Broadwing respectfully request that this Settlement Agreement be accepted by the Commission and this complaint be dismissed with prejudice.

Respectfully Submitted,



Rickey Oaks, Complainant



Leland B. Curtis
Attorney for Respondent Broadwing
Communications, LLC
130 S. Bemiston, Suite 200
Clayton, Missouri 63105
(314) 725-8788
(314) 725-8789 facsimile

CERTIFICATE OF SERVICE

A true and correct copy of the foregoing document was mailed this 15th day of October, 2004,
to:

Marc Poston
Associate General Counsel
Missouri Public Service Commission
P.O. Box 360
Jefferson City, Missouri 65102