

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

In the Matter of Cancellation of the Certificate of)	
Service Authority and Associated Tariff of Call One,)	
Inc. to Provide Basic Local Exchange, Non-)	
Switched Local Exchange and Interexchange)	File No. LD-2014-0110
Telecommunications Services in the State of)	
Missouri)	

STIPULATION AND SETTLEMENT AGREEMENT

COMES NOW the Staff ("Staff") of the Missouri Public Service Commission ("Commission") and Call One, Inc. ("Call One" or "Company") by and through their respective undersigned counsel, and stipulate and agree as follows in settlement of the captioned case:

Background

1. On October 24, 2013, Staff filed a *Motion to Cancel Certificate of Service Authority and Associated Tariff* ("Motion") seeking cancellation of Call One's certificate of service authority to provide basic local exchange, non-switched local exchange and interexchange telecommunication services in the State of Missouri on grounds that the Company failed to submit its 2012 calendar year Annual Report by the April 15, 2013 deadline as required by law and regulation of this Commission.

2. On October 29, 2013, the Commission issued its *Notice of Motion and Order Directing Response*, ordering Call One to respond to the Staff's *Motion* no later than November 28, 2013, and inform the Commission of any customers the Company has.

3. On November 12, 2013, Call One filed its 2012 Annual Report with the Commission.

4. On November 26, 2013, Call One filed its *Response of Call One to Notice of Motion and Order Directing Response*, in which the Company expressly stated that it has updated its contact information in the Commission's Electronic Filing and Information System ("EFIS") and that it is working to improve its internal corporate systems and procedures to ensure timely filing in the future.

5. Staff and Call One desire to settle the issues raised in the *Motion* by entering into this Stipulation and Settlement Agreement ("Agreement"). This Agreement is in the public interest because it will provide funds to the Missouri Public School Fund, eliminate the need for evidentiary hearings, lead to a broader resolution of issues and provide a reasonable and just solution to resolve the matters raised in the *Motion*.

The Agreement

6. Staff's *Motion* asserts and Call One, for the purposes of this Agreement, will not contest that in violation of Commission rules and regulations and applicable statutes, the Company was delinquent in filing its 2012 Annual Report.

7. Within thirty (30) days of Commission approval of this Agreement, Call One shall remit a payment for the Missouri Public School Fund of Two Thousand, Five Hundred Dollars (\$2,500.00) made payable to the Missouri Director of Revenue, and sent addressed to the Missouri Public Service Commission, Budget and Fiscal Services Department, Attn: Helen Davis, 200 Madison Street, P.O. Box 360, Jefferson City, MO 65102, for the sole purpose of settlement of the *Motion*. Call One agrees that it will not make this payment the subject of any advertising or promotion.

8. Call One also agrees that it will maintain updated contact information in EFIS and file its Annual Reports in a timely manner in the future.

9. If Call One complies with the terms and conditions of this Agreement, Staff agrees to withdraw the *Motion* and will not refile the Motion or seek penalties on the basis of any facts and circumstances alleged in the *Motion*. However, in the event that Call One fails to comply with the terms and conditions of this Agreement, Staff reserves the right to pursue or refile the *Motion* or a complaint and, in addition to the cancellation of Call One's certificate, seek authority to file a penalty action.

10. Call One has agreed to each and every term and provision of this Agreement:
a) as a compromise to avoid expense and to terminate all controversy concerning the *Motion*; and b) in consideration of Staff's agreement to withdraw the *Motion* as provided herein, and to forbear from filing a complaint as indicated herein. This agreement shall not be construed as an admission by Call One of liability, which Call One denies, for violations of the rules of the Commission or applicable state laws.

WHEREFORE, the signatories respectfully request the Commission to issue an Order approving the terms of this Stipulation and Settlement Agreement.

Respectfully submitted,

/s/ Whitney Hampton

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CERTIFICATE OF SERVICE

I certify that a true and accurate copy of the foregoing was mailed, electronically mailed, or hand-delivered to all parties to this cause on this 5th day of December, 2013.

/s/ Whitney Hampton