

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

Complaint of FullTel, Inc., for Enforcement)	
Of Interconnection Obligations of CenturyTel)	
of Missouri, LLC)	
)	
)	
FullTel, Inc.)	
Complainant)	
)	Case No. TC-2006-0068
)	
v.)	
)	
)	
CenturyTel of Missouri, LLC,)	
)	
Respondent)	

JOINT STIPULATION OF FACT

Come now FullTel, Inc. (FullTel) and CenturyTel of Missouri, LLC (CenturyTel), and stipulate that the statements set forth in this stipulation are true and undisputed. The parties further stipulate that the documents attached as Exhibits are authentic, and genuine reproductions of the original. With the exception of objections based upon relevancy and materiality, the statements set forth herein and the exhibits attached are otherwise unobjectionable. The Commission may assume that with respect to correspondence and memoranda attached as exhibits, the same were received by the addressee in the ordinary course.

1. FullTel is an Oklahoma corporation authorized to provide public telecommunications service in the State of Missouri.

2. CenturyTel is a Louisiana limited liability company, and a telecommunications company subject to the Commission's jurisdiction as a provider of local exchange and exchange access services within its service area. CenturyTel is the incumbent local exchange carrier (ILEC) serving portions of southwest Missouri.

3. In Case No. TK-2005-0079, the Commission recognized FullTel's adoption of the terms and conditions contained in the interconnection agreement between Brooks Fiber Communications of Missouri, Inc., and GTE Midwest Incorporated, d/b/a Verizon Midwest (approved initially by the Commission in Case No. CK-2002-1146), as to CenturyTel of Missouri, LLC (hereinafter, the "Interconnection Agreement"). The Interconnection Agreement was filed September 7, 2005, by FullTel in Case No. TK-2005-0079, a copy of which is attached to this stipulation as Exhibit 1. The Interconnection Agreement is currently in effect between the parties.

4. Roger Baresel is the President of FullTel and his statements and decisions with respect to the events described in this stipulation were made within the course and scope of his agency and employment with FullTel.

5. Susan W. Smith is Director of External Affairs for CenturyTel and Calvin Simshaw is Vice President and Associate General Counsel-Regulatory of CenturyTel. The statements and decisions of each of these individuals with respect to the events described in this stipulation were made within the course and scope of their agency or employment with CenturyTel.

6. On April 8, 2005, FullTel informed CenturyTel that FullTel intended to collocate with CenturyTel at CenturyTel's central office at 211 S. 3rd Street in Branson, Missouri, and that this collocation would serve as FullTel's single point of

interconnection (POI) in order to provide service, initially, in the exchange areas of Ava, Mansfield, Willow Springs and Gainesville.

7. The Ava, Mansfield, Willow Springs and Gainesville calling areas are within Local Access and Transport Area (LATA) 522, the same LATA as Branson.

8. CenturyTel advised FullTel on April 28, and May 11, 2005, that the collocation request could not be accommodated until the Fall due to space limitations, and offered FullTel a walk-through to confirm the space limitation. FullTel responded that CenturyTel must provide virtual collocation in accordance with applicable rules, lack of space claims notwithstanding. Following an exchange of correspondence, CenturyTel advised FullTel on May 25, 2005, that space had been vacated by another collocater and that CenturyTel personnel would begin preparing that site to accommodate FullTel's request for collocation.

9. The parties engaged in a conference call on June 2, 2005 to discuss the procedures for ordering interconnection facilities, based on FullTel's CLEC profile and forecast. FullTel also provided detail to CenturyTel regarding the volume and nature of the traffic to be exchanged between the two parties. FullTel's forecast is attached hereto as Exhibit 2 - PROPRIETARY.

10. During the June 2nd conference call, FullTel stated that most if not all of the traffic to be initially exchanged with CenturyTel would be ISP-bound traffic that would be picked up by FullTel at its POI in Branson and transported by FullTel to its switch in Oklahoma City, Oklahoma. CenturyTel asserted that the traffic described would not constitute local traffic and would not be subject to the Interconnection Agreement. FullTel responded that, regardless of CenturyTel's characterization of the

traffic, such traffic is specifically covered by and subject to the terms of the Interconnection Agreement, must be exchanged in accordance with applicable law, and that FullTel therefore has the right to interconnect and exchange such traffic through a single POI.

11. CenturyTel also stated, during the June 2nd call, that it does not have sufficient capacity to transport the forecasted traffic volumes originating from CenturyTel customers in Ava, Mansfield, Willow Springs, and Gainesville to Branson.

12. On June 2, 2005, CenturyTel's Susan W. Smith wrote to Mr. Baresel of FullTel, confirming the positions taken by CenturyTel during the conference call earlier that day. A copy of Ms. Smith's letter of June 2, 2005 is attached to this stipulation as Exhibit 3.

13. On June 3, 2005, Mr. Baresel wrote to Ms. Smith, also addressing the June 2 conference call. On June 7, 2005, Mr. Baresel replied to Ms. Smith's June 3rd correspondence. In that letter he reasserted FullTel's position on CenturyTel's obligations under the interconnection agreement and governing law. Mr. Baresel's letters of June 3 and June 7, 2005 are attached as Exhibit 4 and Exhibit 5, respectively.

14. In a letter dated June 23, 2005, Calvin Simshaw responded to Mr. Baresel's letter of June 7, 2005 and restated CenturyTel's position as to the scope of the parties' Interconnection Agreement. Mr. Simshaw's letter of June 23, 2005 is attached hereto as Exhibit 6.

15. In light of the parties' differences in interpretation of the Interconnection Agreement and applicable law, FullTel filed the Complaint initiating this case on August 8, 2005.

Respectfully submitted,

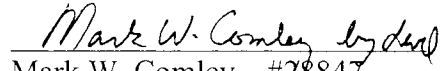

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November 3, 2005

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CERTIFICATE OF SERVICE

I hereby certify that the undersigned has caused a complete copy of the attached document to be electronically filed and served on the Commission's Office of General Counsel (at gencounsel@psc.mo.gov), William K. Haas, Deputy General Counsel (at william.haas@psc.mo.gov), the Office of Public Counsel (at opcservice@ded.mo.gov), and counsel for FullTel, Inc. (at comleym@ncrpe.com & Andrew.Klein@DLAPiper.com), on this 3rd day of November 2005.

/s/ Larry W. Dority