

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

Big River Telephone Company, LLC, Birch)	
Telecom of Missouri, Inc., ionex communications,)	
Inc., NuVox Communications of Missouri, Inc.,)	
Socket Telecom, LLC, XO Communications)	
Services, Inc., and Xspedius Communications, LLC,)	
)	Case No. TC-2005-0294
Complainants,)	
)	
v.)	
)	
Southwestern Bell Telephone, L.P. dba)	
SBC Missouri,)	
)	
Respondent.)	

MOTION FOR LEAVE TO SUPPLEMENT COMPLAINT

COME NOW Big River Telephone Company, LLC (Big River), Birch Telecom of Missouri, Inc. (Birch), ionex Communications, Inc. (ionex), NuVox Communications of Missouri, Inc., (NuVox), Socket Telecom, LLC (Socket), XO Communications Services, Inc. (XO) and Xspedius Communications, LLC (Xspedius) (collectively the "CLEC Coalition"), in connection with the above-styled proceeding, and seek leave to supplement their Complaint pursuant to 4 CSR 240-2.080(20) by submitting copies (filed herewith) of the following recent orders in related proceedings in other states:

Alabama - Temporary Standstill Order, Competitive Carriers of the South, APSC Docket 29393 (March 9, 2005) - directing BellSouth to honor the entirety of existing interconnection agreements pending further proceedings.

California - Assigned Commissioner's Ruling Denying in Part and Granting in Part Motions on Continuation of Unbundled Network Element Platform, CaPUC Rulemaking 95-04-043 (March 11, 2005) - directing SBC to continue processing CLEC orders involving additional UNE-Ps for the

embedded base of customers until no later than May 1, 2005 and prohibiting imposition of provisions of Accessible Letters regarding embedded customer base until completion of negotiations or May 1, 2005; but allowing implementation of Accessible Letters as to UNE-P arrangements for new customers

Georgia - Order on MCI's Motion for Emergency Relief Concerning UNE-P Orders, Generic Proceeding to Examine Issues Related to BellSouth's Obligations to Provide Unbundled Network Elements, GPSC Docket No. 19341-U (March 9, 2005) - directing all parties to implement TRRO through change of law provisions of interconnection agreements rather than unilaterally.

Illinois - Order Granting Emergency Relief, Cbeyond Communications v. Illinois Bell, ICC Case No. 05-0154 (March 9, 2005) - requiring SBC to continue to make UNEs available to CLECs without reference to its Accessible Letters (other than as to pricing) and to preserve the pre-March 11 status quo, until the parties amend their interconnection agreements or as otherwise directed by Commission order.

Indiana - Entry, Complaint of Indiana Bell, IURC Cause No. 42749 (March 9, 2005), finding that SBC is not required to provide UNE-P to serve new CLEC customers, but that service to CLEC embedded base of UNE-P customers is not to be disrupted, including making changes to such service arrangements - also expressing expectation that parties will comply with change of law provisions of interconnection agreements.

Kansas - Order Granting in Part and Denying in Part Formal Complaint and Motion for an Expedited Order, In the Matter of a General Investigation to Establish a Successor Standard Agreement to the Kansas 271 Interconnection Agreement, Also Known as the K2A, KCC Docket No. 04-SWBT-763-GIT (March 10, 2005) - finding that while SBC does not need to provide UNE-P for service to new customers, the TRRO permits CLECs to consistently serve their existing UNE-P

customer base, including by adding services, lines and new locations, and further that SBC must seek resolution by the Commission if it disputes a CLEC's self-certification of availability of high capacity loops and transport.¹

Kentucky - Order, Petition of BellSouth, KyPSC Case No. 2004-00427 (March 10, 2005) - directing BellSouth to follow change of law provisions of interconnection agreements to implement TRRO rather than making immediate unilateral changes.

Michigan - Order, In the matter of the Commission's own motion, to commence a collaborative proceeding to monitor and facilitate implementation of Accessible Letters issued by SBC Michigan and Verizon, MiPSC Case No. U-14447 (March 9, 2005) - finding that ILECs cannot reject CLEC requests for high capacity loops and transport without Commission review, that ILECs must allow move, add and change orders necessary to meet the needs of the embedded UNE-P customer base of CLECs including orders for new lines to serve such customers, and that ILECs cannot unilaterally implement the TRRO without following change of law provisions in interconnection agreements.

Order Granting Preliminary Injunction, MCI v. Michigan Bell, USDC EDMich Civil Action No. 05-70885 (March 11, 2005) - prohibiting SBC from rejecting MCI orders to establish service for new customers using new UNE-P.

Mississippi - Order Establishing Generic Docket, MsPSC Docket No. 2005-AD-139 (March 9, 2005) - ordering BellSouth to honor all interconnection agreements until resolution of change-of-law issues by Commission or negotiation.

Ohio - Entry, In the Matter of the Emergency Petition of LDMI Telecommunications, OPUC Case No. 05-298-TP-UNC (March 9, 2005) - directing SBC not to unilaterally impose the provisions

¹ The K2A has expired, but the KCC has extended terms relating to UNEs, intercarrier compensation, and performance measurements on an interim basis.

of its Accessible Letters that involve the embedded customer base, and directing all parties to negotiate in good faith the necessary interconnection agreement amendments.

Texas - Proposed Order on Clarification, Arbitration of Non-Costing Issues for Successor Interconnection Agreements to the Texas 271 Agreement, TxPUC Docket No. 28821 (March 9, 2005) - directing SBC to provide new UNE-P lines to CLECs' embedded customer base, including moves, changes and additions at new physical locations, and that ILECs must provision high capacity loops and transport based on CLEC self-certification, prior to submitting any dispute thereon to the state commission, absent FCC approval of SBC's proposed list of exempt wire centers.²

WHEREFORE, the CLEC Coalition seeks leave to supplement the Complaint with the foregoing information.

Respectfully submitted,

CURTIS, HEINZ,
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/s/ Carl J. Lumley

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² The Texas Commission unanimously approved this proposed order, but further documentation has not yet been posted on its website. The Texas Commission has also issued an Interim Agreement Amendment, by Order No. 39 attached hereto, that addresses the expiration of the T2A by means of an interim agreement and addresses issues regarding the TRRO.

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CERTIFICATE OF SERVICE

A true and correct copy of the forgoing was mailed this 15th day of March, 2005, by placing same in the U.S. Mail postage paid, to the persons listed on the attached service list.

/s/ Carl J. Lumley

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