

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

Southwestern Bell Telephone, L.P., d/b/a SBC Missouri's)	
Petition for Compulsory Arbitration of Unresolved Issues)	
For a Successor Interconnection Agreement to the)	Case No. TO-2005-0336
Missouri 271 Agreement ("M2A"))	

SBC MISSOURI'S MOTION TO DISMISS

SBC Missouri,¹ pursuant to 4 CSR 240-2.116(1), respectfully requests leave of the Missouri Public Service Commission ("Commission") to dismiss Respondents FamilyTel of Missouri, LLC, Magnus Communications, Inc., The Pager Company, TruComm Corporation and Steve's Wildcat Web, Inc. from this proceeding.

1. In its Petition for Arbitration and Motion for Issuance of Order of Notification ("Petition"), SBC Missouri identified The Pager Company as one of the Competitive Local Exchange Carriers ("CLECs") with whom it was actively negotiating a successor interconnection agreement to the Missouri 271 Interconnection Agreement ("M2A").² SBC Missouri identified Magnus Communications and Steve's Wildcat Web as CLECs that had informed SBC Missouri that they planned to discontinue service and terminate their interconnection agreements with SBC Missouri.³ SBC Missouri also identified FamilyTel and TruCom as CLECs that had failed to respond to SBC Missouri's request to negotiate a successor interconnection agreement to the M2A.⁴

2. Since SBC Missouri filed its Petition on March 31, 2005, FamilyTel, TruComm and The Pager Company have each entered into a written Memorandum of Understanding ("MOU") with SBC Missouri under which they agreed to adopt one of the successor agreements resulting from this proceeding. (These MOUs are appended as Attachments 1, 2 and 3.)

¹ Southwestern Bell Telephone, L.P., d/b/a SBC Missouri, will be referred to in this pleading as "SBC Missouri" or "SBC."

² Petition for Arbitration, para. 3, Exhibit 1.

³ Id., para. 5; Exhibit 4.

⁴ Id., para. 6, Exhibit 5.

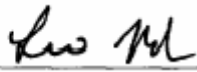
3. Respondent Steve's Wildcat Web has given formal written confirmation that it is not providing local service in any SBC Missouri exchange and that it has no present interest in pursuing a successor interconnection agreement to the M2A. Steve's Wildcat Web's correspondence is appended as Attachment 4.

4. In addition, SBC Missouri has learned that Magnus Communications recently made a filing with the Commission to surrender its certificate of service authority to provide basic local telecommunications in Missouri and that the Commission cancelled the certificate, effective May 9, 2005.⁵

WHEREFORE, SBC Missouri respectfully requests the Commission to enter an order dismissing Respondents FamilyTel of Missouri, LLC, Magnus Communications, Inc., The Pager Company, TruComm Corporation and Steve's Wildcat Web, Inc. from this proceeding.

Respectfully submitted,

SOUTHWESTERN BELL TELEPHONE, L.P.

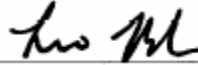
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⁵ Order Canceling Certificate, Case No. TO-2005-0301, issued April 29, 2005.

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing document were served to all parties by e-mail on or about May 18, 2005.

BY



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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and FamilyTel of Missouri, LLC to confirm the parties' agreement relating to replacing their current M2A with a successor agreement.

WHEREAS,

SWBT and CLEC are now parties to the Interconnection Agreement – Missouri (M2A), which expires on March 6, 2005; and,

- On or about September 20, 2004 pursuant to Section 4.1 of the General Terms and Conditions of the M2A, SWBT sent FamilyTel of Missouri, LLC a Request to Negotiate a successor agreement to the M2A and sent a follow up Accessible letter on December 16, 2004 reminding CLECs of the negotiations/arbitration deadlines; and,
- Pursuant to the terms of Section 4.2 of the General Terms and Conditions of the M2A, the M2A is no longer effective after July 19, 2005; and,
- CLEC has not engaged in any negotiations with SWBT to replace the M2A and does not intend to file for arbitration; and,
- The window to initiate an arbitration opens on March 6, 2005 and closes on March 31, 2005; and,

In order to insure that CLEC NAME has a successor agreement in place when the M2A expires, the Parties agree as follows:

Agreement


The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.

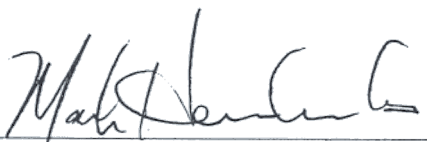
2. CLEC will not be a party to any of the M2A successor agreement arbitration docket(s).
3. CLEC agrees that it will adopt, pursuant to the provisions of Section 252(i) of the Federal Telecommunications Act, one of the M2A successor agreements approved by the Missouri Commission in the M2A successor docket(s) no later than 10 business days after the issuance of the decision of the Commission approving the first successor agreement (MFN date). If CLEC fails to identify an agreement into which it will MFN by the MFN date, CLEC will be deemed to have selected the first approved successor agreement.

4. Nothing in this agreement precludes CLEC from subsequently (following its adoption of an ICA that is approved in this proceeding) exercising its MFN rights under Section 252(i), nor shall anything in this agreement constitute a waiver of any such MFN rights.
5. Each party represents and warrants that the person executing this MOU on its behalf has full and complete authority enter into this agreement on behalf of such Party.
6. This MOU shall be interpreted in accordance with the laws of the state of Missouri.
7. This MOU contains the entire agreement between the Parties hereto and supersedes all prior or contemporaneous agreements, representations, conversations, or understanding with respect to the subject matter hereof. There are no promises, oral or written, express or implied, among the undersigned Parties as to such matters other than as set forth herein. No waiver, change, or modification of this MOU shall be valid unless the same is in writing and is signed by all of the Parties hereto.

IN WITNESS WHEREOF, SBC Missouri and FamilyTel of Missouri, LLC have caused this MOU to be signed and delivered by their duly authorized representatives.

AGREED:


Southwestern Bell Telephone, L.P.
dba SBC Missouri


FamilyTel of Missouri, LLC
MARK HENDRICKS

4/27/05
Date

4/6/05
Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and TruComm Corporation to confirm the parties' agreement relating to replacing their current M2A with a successor agreement.

WHEREAS,

SWBT and CLEC are now parties to the Interconnection Agreement – Missouri (M2A), which expires on March 6, 2005; and,

- On or about September 20, 2004 pursuant to Section 4.1 of the General Terms and Conditions of the M2A, SWBT sent TruComm Corporation a Request to Negotiate a successor agreement to the M2A and sent a follow up Accessible letter on December 16, 2004 reminding CLECs of the negotiations/arbitration deadlines; and,

Pursuant to the terms of Section 4.2 of the General Terms and Conditions of the M2A, the M2A is no longer effective after July 19, 2005; and,

CLEC has not engaged in any negotiations with SWBT to replace the M2A and does not intend to file for arbitration; and,

The window to initiate an arbitration opens on March 6, 2005 and closes on March 31 2005; and,

In order to insure that TruComm Corporation has a successor agreement in place when the M2A expires, the Parties agree as follows:

Agreement

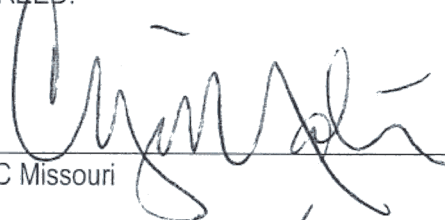
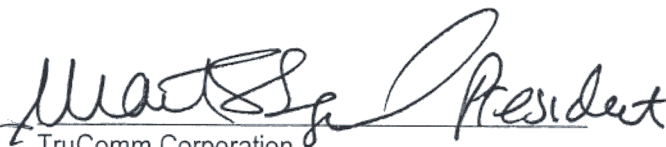
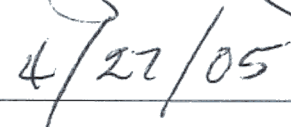
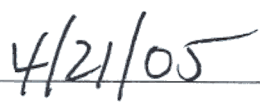
The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.

2. CLEC will not be a party to any of the M2A successor agreement arbitration docket(s).
3. CLEC agrees that it will adopt, pursuant to the provisions of Section 252(i) of the Federal Telecommunications Act, one of the M2A successor agreements approved by the Missouri Commission in the M2A successor docket(s) no later than 10 business days after the issuance of the decision of the Commission approving the first successor agreement (MFN date). If CLEC fails to identify an agreement into which it will MFN by the MFN date, CLEC will be deemed to have selected the first approved successor agreement.
4. Nothing in this agreement precludes CLEC from subsequently (following its adoption of an ICA that is approved in this proceeding) exercising its MFN rights under Section 252(i), nor shall anything in this agreement constitute a waiver of any such MFN rights.

5. Each party represents and warrants that the person executing this MOU on its behalf has full and complete authority enter into this agreement on behalf of such Party.
6. This MOU shall be interpreted in accordance with the laws of the state of Missouri.
7. This MOU contains the entire agreement between the Parties hereto and supersedes all prior or contemporaneous agreements, representations, conversations, or understanding with respect to the subject matter hereof. There are no promises, oral or written, express or implied, among the undersigned Parties as to such matters other than as set forth herein. No waiver, change, or modification of this MOU shall be valid unless the same is in writing and is signed by all of the Parties hereto.

IN WITNESS WHEREOF, SBC Missouri and **TruComm Corporation** have caused this MOU to be signed and delivered by their duly authorized representatives.

AGREED:

	
SBC Missouri	TruComm Corporation President
	
Date	Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between Southwestern Bell Telephone, L.P. ("SWBT") and The Pager Company to confirm the parties' agreement relating to replacing their current M2A with a successor agreement.

WHEREAS,

SWBT and the Pager Company are now parties to the Interconnection Agreement – Missouri (M2A), which expires on March 6, 2005; and,

On or about September 20, 2004 pursuant to Section 4.1 of the General Terms and Conditions of the M2A, SWBT sent The Pager Company a Request to Negotiate a successor agreement to the M2A and sent a follow up Accessible letter on December 16, 2004 reminding CLECs of the negotiations/arbitration deadlines; and,

- Pursuant to the terms of Section 4.2 of the General Terms and Conditions of the M2A, the M2A is no longer effective after July 19, 2005; and,

In order to insure that The Pager Company has a successor agreement in place when the M2A expires, the Parties agree as follows:

Agreement

1. The provisions of this agreement under the title "WHEREAS" are a part of the agreed terms of this MOU.
2. The Pager Company has agreed to terminate its participation in the M2A successor agreement arbitration docket(s).
3. The Pager Company agrees that it will adopt, pursuant to the provisions of Section 252(i) of the Federal Telecommunications Act, one of the M2A successor agreements approved by the Missouri Commission in the M2A successor docket(s) no later than 10 business days after the issuance of the decision of the Commission approving the first successor agreement (MFN date). If The Pager Company fails to identify an agreement into which it will MFN by the MFN date, The Pager Company will be deemed to have selected the first approved successor agreement.
4. Nothing in this agreement precludes The Pager Company from subsequently (following its adoption of an ICA that is approved in this proceeding) exercising its MFN rights under Section 252(i), nor shall anything in this agreement constitute a waiver of any such MFN rights.
5. Each party represents and warrants that the person executing this MOU on its behalf has full and complete authority enter into this agreement on behalf of such Party.


TDS

6. This MOU shall be interpreted in accordance with the laws of the state of Missouri.
7. This MOU contains the entire agreement between the Parties hereto and supersedes all prior or contemporaneous agreements, representations, conversations, or understanding with respect to the subject matter hereof. There are no promises, oral or written, express or implied, among the undersigned Parties as to such matters other than as set forth herein. No waiver, change, or modification of this MOU shall be valid unless the same is in writing and is signed by all of the Parties hereto.

IN WITNESS WHEREOF, SBC Missouri and The Pager Company have caused this MOU to be signed and delivered by their duly authorized representatives.

AGREED:


SBC


The Pager Company

5/18/05
Date

5-18-05
Date

PS

Steve's Wildcat Web, Inc
330 Green
Brookfield, MO 64628
660.258.2602

April 27, 2005

Mr. Leo Bub
Southwestern Bell Telephone Company
One Bell Center, Room 3520
St. Louis, MO 63101

Re: Case No. TO-2005-0336
Steve's Wildcat Web, Inc

Dear Leo:

Steve's Wildcat Web opted into SBC's M2A Interconnection Agreement in 2004. Due to fiscal problems and the decline of business Steve's Wildcat Web has never pursued providing any kind of local services in any SBC exchanges in Missouri. Therefore, Steve's Wildcat Web, Inc is not interested in pursuing a successor agreement. Accordingly, would you please take the steps to see that Steve's Wildcat Web, Inc is dismissed from the Missouri Public Service Commission Case No. TO-2005-0336. If you have any questions regarding this matter, please call at your convenience. Otherwise, I thank you in advance for your attention to and cooperation in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Huffmon", with a long, sweeping horizontal line extending to the right.

Steve Huffmon
CEO / President
Steve's Wildcat Web, Inc