Lance J.M. Steinhart

Attorney At Law 6455 East Johns Crossing Suite 285 Duluth, Georgia 30097

Also Admitted in New York and Maryland

Telephone: (770) 232-9200 Facsimile: (770) 232-9208

TA-2000-634

April 8, 2000

APR 1 1 2000

Missouri Public Service Commission

VIA OVERNIGHT DELIVERY

Mr. Dale Roberts
Chief A.L.J./Executive Secretary
Missouri Public Service Commission
Room 250
301 W. High Street
Jefferson City, MO 65102
(573) 751-3234

Natel, L.L.C.

Dear Mr. Roberts:

Re:

Enclosed please find an original and fourteen (14) copies of Natel, L.L.C.'s Application for Certificate of Service Authority to Provide Interexchange Telecommunications Services Within the State of Missouri.

I have also enclosed an extra copy of this letter to be date stamped and returned to me in the enclosed, self addressed, postage prepaid envelope.

If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me.

Please note that this Application is being submitted by myself and Judith A. Rau, Esq., Missouri Counsel, Bar # 24856.

Respectfully submitted,

Lance J.M. Steinhart Attorney for Natel, L.L.C.

Enclosures

cc: Charles Taylor

Office of Public Counsel

200000929

BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI



In the matter of the application of Natel, L.L.C.) } }	Missouri Public Service Commission
for a certificate of service authority to provide interexchange telecommunications services)))	Case No. <u>TA-200</u> -634

APPLICATION

Natel, L.L.C., ("Applicant"), a Oklahoma Limited Liability Company, files this verified application respectfully requesting that the Missouri Public Service Commission ("Commission") issue an order that:

- (a) grants Applicant a Certificate of Service Authority to provide interexchange telecommunications services pursuant to Chapter 392 of the Missouri Revised Statutes.
- (b) grants competitive status to Applicant, and classifies the Applicant's services as competitive.
- (c) waives certain Commission rules and statutory provisions pursuant to Section 392.420, RSMo Cumm. Supp. 1992.

In support of its request, Applicant states:

1. The legal name and principal office or place of business of the Applicant are:

Natel, L.L.C. 6051 N. Brookline, #121 Oklahoma City, Oklahoma 73112 (405) 858-0003/Phone (405) 858-0104/Facsimile

A copy of Applicant's Articles of Organization and certificate of authority from the Missouri Secretary of State to transact business in Missouri are attached hereto as Exhibit I.



- 2. The name and address of Applicant's in-state attorney is:

 Judith A. Rau, Esq.

 Rau & Rau

 119 E. Mill Street

 Waterloo, Illinois 62298
- 3. Applicant is a reseller of telecommunications services, providing prepaid calling card services. Applicant proposes to provide interexchange telecommunications services within Missouri including direct outbound dialing (1+ and 101XXXX), 800 and 888 (inbound Toll-Free), travel cards, and prepaid calling cards. Applicant respectfully requests authority to provide service to prospective business and residential customers throughout the State of Missouri.
- 4. Applicant has the experience in the telecommunications industry and the technical and financial resources to provide telecommunications services within Missouri. A brief description of the qualifications and experience of the key management employees is attached hereto as Exhibit II. A copy of the Applicant's Balance Sheet & Income Statement for the year ended December 31, 1999 is attached hereto as Exhibit III.
- 5. Applicant's draft Tariff is attached as Exhibit IV. The proposed tariff contains the rules and regulations applicable to its customers, a description of the services offered, and a list of rates associated with such services.

- 6. Applicant requests classification as a competitive telecommunications company within the State of Missouri, and that its services are classified as competitive. Applicant believes that its proposed services will be subject to sufficient competition to justify a lesser degree of regulation. Granting of this application will allow greater price and service options for telephone users.
- 7. Applicant also respectfully requests, pursuant to Section 392.420 RSMo (Cum. Supp. 1992), that the Commission waive the application of the following rules and statutory provisions as it relates to the regulation of Applicant:

392.210.2 Establish Uniform System of Accounts for Annual reports

392.240(1) Setting just and reasonable rates

392.270 Ascertain Property values

392.280 Establish Depreciation accounts

392.290 Issuance of securities

392.300.2 Acquisition of stock

392.310 Issuance of stock and debt

392.320 Stock Dividend Payment

392.330 Issuance of securities, debts and notes

392.340 Reorganization(s)

4 CSR 240-10.020 Depreciation fund income

4 CSR 240-30.010(2)(C) Posting exchange rates at central offices.

4 CSR 240-33.030 Inform customers of lowest price

4 CSR 240-35 Reporting of bypass

4 CSR 240-30.040 Uniform System of Accounts

The above-referenced rules and statutory provisions have been waived as to other interexchange carriers in prior cases.

8. Applicant, pursuant to Section 386.570, Cum. Supp. 1992, will comply with all applicable Commission rules except those which are specifically waived by the Commission pursuant to a request filed by the Applicant.

9. Correspondence or communications pertaining to this Application should be addressed to:

Lance J.M. Steinhart, Esq.
6455 East Johns Crossing, Suite 285
Duluth, Georgia 30097
(770) 232-9200
(770) 232-9208 (Fax)

WHEREFORE, Applicant, Natel, L.L.C., respectfully requests that the Missouri Public Service Commission grant it a certificate of service authority to provide interexchange telecommunications services within the State of Missouri. Applicant also requests classification as a competitive telecommunications company and that its services be classified as competitive. In addition Applicant requests a waiver of the above-referenced rules and statutory provisions.

Respectfully submitted,

Lance J.M. Steinhart, Esq.

Attorney at Law

6455 East Johns Crossing, Suite 285

Duluth, Georgia 30097

(770) 232-9200

Georgia Bar No. 678222

and

Judij A. Rau, E.q.

Rau & Rau

119 E. Mill Street

Waterloo, Illinois 62298

(618) 939-7186

Missouri Bar No. 24856

Attorneys for Applicant

ATTACHED EXHIBITS

Exhibit I	Missouri Secretary of State Authorization And Articles of Organization
Exhibit II	Executive Officers' Qualifications and Experience
Exhibit III	Financial Information
Exhibit IV	Draft Tariff

Exhibit I Missouri Secretary of State Authorization and Articles of Organization

STATE OF MISSOURI

Rebecca McDowell Cook Secretary of State

MISSOU

· CERTIFICATE OF REGISTRATION FOREIGN LIMITED LIABILITY COMPANY

WHEREAS, NATEL, L.L.C.

using in Missouri the name NATEL, L.L.C.

and existing under the laws of the State of OKLAHOMA has filed with this state its application for registration and WHEREAS this application for registration conforms to the Missouri Limited Liability Company Act;

NOW, THEREFORE, I, REBECCA McDOWELL COOK, Secretary of State, State of Missouri, by virtue of authority vested in me by law, do certify and declare that on the 24th day of MARCH, 2000, the above Foreign Limited Liability Company is duly authorized to transact business in the State of Missouri

and is entitled to any rights granted

Limited Liability Companies.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 24th day of MARCH, 2000.

Secretary of State

\$105.00

STATE OF MISSOURI

Rebecca McDowell Cook, Secretary of State P.O. Box 778, Jefferson City, MO 65102

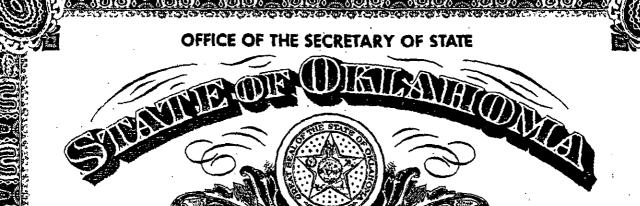
Corporation Division

Application for Registration of a Foreign Limited Liability Company

(Submit in duplicate with registration fee of \$105.00)

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) :	The name of the foreign limited lia	bility company is:		· .	MAR 24 2000
	Natel, L.L.C.			1	2000
) [The name under which the foreign iability company", "LC", "LLC", "	limited liability company wil "L.C.", or "L.L.C.") (must be	ll conduct business e filled out if differ	in Missouri is (must coent from line (1)):	ECRIFICATION FROM PROPERTY / firmi
	The foreign limited liability compa	my was formed under the law	_{∕s of} _Oklahom:	a	on the da
	•			(state or jurisdiction	on)
_	August 20, 1997	, and is to dissolve on	Perpetual	<u> </u>	
		• 1		(month/date/year or e	vent)
•	The purpose of the foreign limited	liability company or the gene	eral character of the	e business it proposes to	transact in this state is:
	Provide Telecommunicat	lon Services	. •		
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	<u> </u>	· · · · · · · · · · · · · · · · · · ·	 	<u> </u>	
	National Corporate Research	· · · · · · · · · · · · · · · · · · ·	Dunklin, Suite	102, Jefferson Cit	
	Name	Address			City/State/Zip
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	ecretary of State is appointed agent for ered agent constitutes grounds to canc				gistered agent. <u>Note</u> : failure to ma
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		e in the iurisdiction organize	L. If none required	then the principal office	e address of the foreign limited
	liability company is:		•	• • • •	e address of the foreign limited
	• •		•	• • • •	
	6051 N. Brookli		•	ty, OK 73112	
)	6051 N. Brookli	ine, #121, Okl	ahoma Cii	ty, OK 73112	2
)	6051 N. Brookli	Address	ahoma Cit	ty, OK 73112	2
)	Name For tax purposes, is the limited lia	Address bility company considered a e facts stated above are	ahoma Cit	ty, OK 73112 yes <u>v</u> no	2
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)	Name For tax purposes, is the limited lia	Address bility company considered a facts stated above are Crtarles L. James W.	ahoma Cit corporation? true. Taylor	yes one Authorized sign	2 City/State/Zip mature (please sign and print n mature (please sign and print n
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LLC-4 (10/97)



CERTIFICATE OF LIMITED LIABILITY COMPANY

WHEREAS, the Articles of Organization of

NATEL, L.L.C.

an Oklahoma limited liability company, has been filed in the Office of the Secretary of State as provided by the laws of the State of Oklahoma.

NOW THEREFORE, I, the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this certificate evidencing such filing.

- IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.



Filed in the City of Oklahoma City this 20TH day of AUGUST 1997.

Secretary of State



FEE: \$1(

SECRETARY

DF

STATE

THANK YOU

ARTICLES OF ORGANIZATION FILED

AUG 20 1997

OKLAHOMA SECRETARY
OF STATE

FOR OFFICE USE ONLY

D8/20/97 3:32PM D00#7619 A

FILE IN 1 POD4001

TO: THE SELECTION OF STATE, 101 State Capitol, Oklahoma City, OK 73105

The provisions CHANGE \$100.00 rpose of forming an Oklahoma limited liability company pursuant to the Section 2004, does hereby execute the following articles:

1. The name of the limited liability company (Note: The name must contain either the words "limited liability company" or "limited company" or the abbreviations "L.L.C." or "L.C." The word "limited" may be abbreviated as "Ltd." and the word "Company" may be abbreviated as "Co."):

NaTel, L.L.C.

2. The street address of its principal place of business in the state of Oklahoma:

3535 N.W. 58 St. Ste 600 OKLA City OK 73112
Street address City State Zip Code

3. The name and address of the resident agent in the state of Oklahoma:

CHARLES L. Taylor 3535 NW 58 St. St. 600 Okla City Ok 73/12

Name Street Address City State Zip Code

(P.O. Boxes are not acceptable.)

4. The latest date on which the limited liability company is to dissolve: Sept 1, 192022

Articles of organization <u>must</u> be signed by at least one person who need not be a member of the limited liability company.

Dated: Aug 20, 1997
Signature: Charles L. Toyloe

Type or Print Name: Charles L. Toyloe

2535 All 58 5 Ct Ct. Lon

Address: 33 55 NW 58 9

Exhibit II Executive Officers' Qualifications and Experience

See attached Resumes

Danny Bannister Jr.- His primary role is the evaluation of technologies, the negotiating of contracts, and to design and implement operational systems. He graduated from the University of North Texas with degrees in Physics and Mathematics, specializing in high-energy physics. In the beginning of 1995 he began Internet Directory Services (IDS) and ran it until it was sold to Internet Publishing Company (IPubCo) in 1996. During and before that period he worked as a consultant to AT&T, Young Presidents Organization (International Branch), Blue Ridge Industries, GTE, Wired Magazine, The Met, and other corporations on intra and internet development. He was invited and participated in The Aspen Summit, a think tank organized by Newt Gingrich and the Electronic Freedom Foundation to study the current and future applications of the Internet. Some of his produced or published works include Bartlet Press Best New Contemporary Poets of Great Britain and America 1991, The Devils Eye (1992), Cocked and Loaded, Dating in the 90's (feature comedy 1996).

Charles Taylor- A degreed accountant from an Oklahoma university, has owned and successfully operated four businesses. Charles is a retired U.S. Army Colonel. In addition, he retired as the Administrator of Audit from the Oklahoma Tax Commission. His experience, education, and expertise lie in finance and administration and he is responsible for those functions at NaTel, L.L.C.

James Bannister and Chad Dobbins are the drive behind our sales force. James has been selling 1+ and prepaid services for the last seven years as an independent agent and direct employee for several carriers. Prior to that James owned and operated a small regional trucking company, Advanced Business Transport. While Chad has been selling high-tech and telecommunications products for the last eight years. They both are responsible first and foremost for the selling of our products, as well as the evaluation of new products, the recruiting and development of new agents, and the maintenance of current clients and agents.

Exhibit III Financial Information

Financial Statements

of
Natel L.L.C.
For the Period Ended December 31, 1999



Natel L.L.C. Balance Sheet December 31, 1999

Assets

Current Assets Cash in Bank-Acct.# Cash in Bank - Other	· ·	\$ (9,380.31) 298.26)	·
Total Current Assets		•	\$	(9,082.05)
Fixed Assets Fixtures and Equipment Accumulated Depreciation		 54,636.02 (2,450.00))	
Total Fixed Assets				52,186.02
Other Assets Other Assets	!	 1,950.67		
Total Other Assets	t			1,950.67
Total Assets			\$	45,054.64





Natel L.L.C. Balance Sheet December 31, 1999

Liabilities and Equity

Current Liabilities Notes Payable -First American Federal Withholding Payable FICA Tax Payable State Withholding Payable Federal Unemployment Payable State Unemployment Payable	\$ 814.00 4,487.06 4,585.83 1,037.40 783.69 1,259.37		
Total Current Liabilities	, ş	\$	12,967.35
Long Term Liabilities Equity Taylor & CoCapital James Bannister-Capital Danny Bannister-Capital Chad Dobbins-Capital Current Income (Loss)	(74,687.49) (74,687.48) (74,687.48) (74,687.48) 330,837.22		
Total Equity			32,087.29
Total Liabilities & Equity	Ś	\$.	45,054.64

Natel L.L.C. Income Statement For the Period Ended December 31, 1999

	12 Months End Dec. 31, 19	
		99 FCC
Revenue		
Sales -Recharge	\$ 3,214,416.	86 102.20
Returns and Allowances		52) (2.20)
· · · · · · · · · · · · · · · · · · ·		<u> </u>
Total Revenue	3,145,336.	34 100.00
Cost of Sales	0.006.000	
Cost of Goods Sold	2,296,097.	<u>77 73.00</u>
m-+-1 C of C-1	2 225 227	55 50 60
Total Cost of Sales	2,296,097.	<u>77 73.00</u>
Gross Profit	849,238.	57 27.00
Operating Expenses	•	
Accounting	2,000.	00 0.06
Advertising	450.	
Bad Debts	9,090.	
Bank Charges	5,523.	
Commissions	69,792.	
commissions	1,908.	
Contract Labor	286.	
Credit Card Fees	9,496.	
Answering Service	2,039.	
Dues and Subscriptions	100.	
Equipment Rental	1,345.	
GUARANTEED PAYMENTS	2,500.	
Insurance	500.	
Interest		00 0.00
Licenses and Fees	910.	
Meals & Entertainment	467.	
Miscellaneous	17,891.	
Office Expense	15,962.	
Postage	7,939.	
Rent	24,222.	
Repairs and Maintenance	682.	
Salaries and Wages	155,517.	
Supplies	68,320.	
Taxes - Payroll	15,704.	
Taxes - Other	38.	
Telephone	103,898.	
Travel	1,849.	
114461		
Total Expenses	518,488.	58 16.48
Operating Income	330,749.	.99 10.52
Interest Income	87.	.23 0.00
Total Other Income	87.	.23 0.00

See Accompanying Accountant's Compilation Report

12 Months Ended Dec. 31, 1999

Pct

Net Income (Loss)

330,837.22 10.52

Exhibit IV Draft Tariff

TITLE SHEET

MISSOURI INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

NATEL, L.L.C.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Natel, L.L.C. ("Natel"), with principal offices at 6051 N. Brookline, #121, Oklahoma City, Oklahoma 73112, toll free telephone number (888) 916-2835. This tariff applies for services furnished within the State of Missouri. This tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

Natel, L.L.C., operates as a competitive telecommunications company as defined by Case No. TO-88-142 within the State of Missouri.

All services will be provided in accordance with Commission rules and regulations.

DATE OF ISSUE: April 11, 2000 DATE EFFECTIVE: May 26, 2000 Charles Taylor, Member 6051 N. Brookline, #121

Oklahoma City, Oklahoma 73112

ORIGINAL SHEET 2

WAIVER OF RULES AND REGULATIONS

392.210.2	Uniform System of Accounts for Annual Reports
392.240(1)	Rates-reasonable average return on investment.
392.270	Property valuation.
392.280	Depreciation rates.
392.290	Issuance of stocks and bonds.
392.300.2	Acquisition of Stock
392.310	Issuance of stocks and bonds.
392.320	Issuance of stocks and bonds.
392.330	Issuance of stocks and bonds.
392.340	Reorganization.
4 CSR 240-10.0	
	10(2)(C) Posting exchange rates at central offices.
4 CSR 240-30.0	
	for Class A & B Companies
4 CSR 240-33.0	
	service.
4 CSR 240-35	Reporting of Bypass

ORIGINAL SHEET 3

RESERVED FOR FUTURE USE

ORIGINAL SHEET 4

TABLE OF CONTENTS

		Page
Title Shee	et	
	Rules and Regulations	
Reserved E	For Future Use	3
	Contents	
Tariff For	mat	5
Symbols		6
Section 1	- Technical Terms and Abbreviations	7
	- Rules and Regulations	
2.1	Undertaking of the Company	9
2.2	Use of Services	.10
2.3	Liability of the Company	.11
2.4	Responsibilities of the Customer	
2.5	Cancellation or Interruption of Service	.15
2.6	Credit Allowance	
2.7	Restoration of Service	
2.8	Deposit	
2.9	Advance Payments	
2.10	Payment and Billing	
2.11		
2.12		
2.13		
2.14	Returned Check Charge	
2.15	Reconnection Charge	
Section 3	- Description of Service	
3.1	Computation of Charges	
3.2	Customer Complaints and/or Billing Disputes	
3.3	Level of Service	
3.4	Billing Entity Conditions	
3.5	Service Offerings	
Section 4	- Rates	∠ 9

DATE OF ISSUE: April 11, 2000 DATE EFFECTIVE: May 26, 2000 Charles Taylor, Member 6051 N. Brookline, #121 Oklahoma City, Oklahoma 73112

TARIFF FORMAT

- A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.
- B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.
- C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

```
2.1

2.1.1

2.1.1.A

2.1.1.A.1

2.1.1.A.1.(a)

2.1.1.A.1.(a).I

2.1.1.A.1.(a).I.(i)

2.1.1.A.1.(a).I.(i)
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ORIGINAL SHEET 6

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- to signify change in regulation
- to signify a deletion
- (I)to signify a rate increase
- to signify material relocated in the tariff (L)
- to signify a new rate or regulation to signify a rate reduction (N)
- (R)
- to signify a change in text, but no change in rate or (T)regulation

. . .

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

<u>Commission</u> - Used throughout this tariff to mean the Missouri Public Service Commission.

Company or Natel - Used throughout this tariff to mean Natel, L.L.C., a Oklahoma Limited Liability Company.

<u>Customer</u> - The person, firm, corporation or other legal entity which orders the services of the Company or purchases a Company Prepaid Calling Card and/or originates prepaid calls using such cards, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

<u>Dedicated Access</u> - The Customer gains entry to the Company's services by a direct path from the Customer's location to the Company's point of presence.

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be billed at the evening rate from 8 a.m. to 11 p.m. After 11 p.m., the lower night rate shall go into effect.

DATE OF ISSUE: April 11, 2000 DATE EFFECTIVE: May 26, 2000 Charles Taylor, Member 6051 N. Brookline, #121

Oklahoma City, Oklahoma 73112

ORIGINAL SHEET 8

<u>Prepaid Account</u> - An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

Prepaid Calling Card - A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

Resp. Org - Responsible Organization or entity identified by an 800 service Customer that manages and administers records in the 800 database and management system.

<u>Switched Access</u> - The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the Company's point of presence.

Telecom Unit - A measurement of telecommunications service equivalent to one minute of usage between any two points within the State of Missouri.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

<u>Underlying Carrier</u> - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.





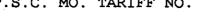
SECTION 2 - RULES AND REGULATIONS

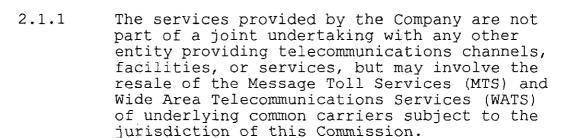
2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services provided by the Company for telecommunications between points within the State of Missouri. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. Company's services are provided on a statewide basis and are not intended to be limited geographically. Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and Customers prior to accepting the service order. The service application shall not in itself obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

DATE OF ISSUE: April 11, 2000 DATE EFFECTIVE: May 26, 2000 Charles Taylor, Member

6051 N. Brookline, #121 Oklahoma City, Oklahoma 73112





- 2.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

2.2 <u>Use of Services</u>

- 2.2.1 Services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 The use of services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

DATE OF ISSUE: April 11, 2000 DATE EFFECTIVE: May 26, 2000 Charles Taylor, Member 6051 N. Brookline, #121 Oklahoma City, Oklahoma 73112

NATEL, L.L.C.



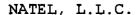
- 2.2.4 Services are available for use 24 hours per day, seven days per week.
- 2.2.5 The Company does not transmit messages, but the services may be used for that purpose.
- 2.2.6 Services may be denied for nonpayment of undisputed charges or for other violations of this tariff.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.

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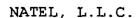


- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

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2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provision of services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of services.
- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of equipment to be maintained within the range normally provided for the operation of microcomputers.

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2.4.6

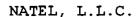
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- The Customer shall ensure that the equipment and/or system is properly interfaced with facilities or services, that the signals emitted into network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.
- 2.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- 2.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.

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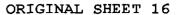
2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

2.5 Cancellation or Interruption of Services

- 2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:
 - 2.5.1.A For nonpayment of any undisputed sum due the Company for more than thirty (30) days after issuance of the bill for the amount due,
 - 2.5.1.B For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over services, or
 - 2.5.1.C By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

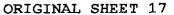
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- 2.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.3 Service may be discontinued by the Company without notice to the Customer, by blocking traffic to certain NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 2.5.4 The Customer may terminate service upon thirty (30) days written or oral notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

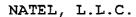
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2.6 Credit Allowance

- 2.6.1 Credit may be given for disputed calls, on a per call basis.
- 2.6.2 Credit shall not be issued for unavailability of long distance services.

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2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.8 Deposit

The Company does not require deposits.

2.9 Advance Payments

The Company does not require advance payments.

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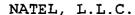
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2.10 Payment and Billing

- 2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. A late fee of 1.5% per month, or the amount otherwise authorized by law, whichever is lower, will be assessed upon any unpaid amount commencing 30 days after rendition of bills.
- 2.10.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, presubscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 2.10.3 Reserved for Future Use.

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2.11 Reserved for Future Use

2.12 Taxes

All federal, state and local taxes, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein. All charges other than taxes and franchise fees shall be submitted to the Commission for approval.

2.13 Taxes and Fees for Prepaid Calling Cards

The prepaid calling card rate does not include federal excise tax or state and local taxes which are required to be paid at the point of sale. The tariffed rate does include state and local sales taxes, which are required to be paid on usage of the underling telecommunications service when that service originates and terminates within a particular tax jurisdiction.

2.14 Returned Check Charge

A fee will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

2.15 Reconnection Charge

A reconnection fee of twenty-five dollars (\$25.00) per occurrence will be charged when service is reestablished for Customers which have been disconnected due to non-payment. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Computation of Charges

- 3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this tariff. All calls are rounded up to the next whole increment.
- 3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.

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3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. The Company will not bill for uncompleted calls.

3.2 <u>Customer Complaints and/or Billing Disputes</u>

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

6051 N. Brookline, #121 Oklahoma City, Oklahoma 73112 (888) 916-2835

Any objection to billed charges should be reported promptly to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

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If a Customer accumulates more than One Dollar of undisputed delinquent Company 800 Service charges, the Company Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

3.4 Billing Entity Conditions

When billing functions on behalf of the Company or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. The Company's name and toll-free telephone number will appear on the Customer's bill.



3.5 <u>Service Offerings</u>

3.5.1 1+ Dialing

This service permits Customers to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The Customer dials "1+" followed by "ten digits" or dials "101XXXX" followed by "1+ ten digits".

3.5.2 Travel Cards

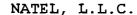
The Customer utilizes an 11 digit "toll-free" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party.

3.5.3 800 Service (Toll-Free)

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

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3.5.4 The Company Prepaid Calling Cards

This service permits use of Prepaid Calling Cards for placing long distance calls. Customers may purchase Company Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. Company Prepaid Calling Cards are available at a variety of face values ranging from five dollars (\$5.00), in one dollar (\$1.00) increments. Company Prepaid Calling Card service is accessed using the Company tollfree number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code, and then to enter the terminating telephone The Company's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units for each call is deducted from the remaining Telecom Unit balance on the Customer's Company Prepaid Calling Card.

All calls must be charged against Prepaid Calling Card that has a sufficient Telecom Unit balance. A Customer's call will be interrupted with an announcement when the balance is about to be depleted.

In order to continue the call, the Customer can either call the toll-free number on the back of the Company Prepaid Calling Card and "recharge" the balance on the card using a nationally recognized credit card, or the Customer can throw the card away and purchase a new one. Calls in progress will be terminated by the Company if the balance on the Company Prepaid Calling Card is insufficient to continue the call and the Customer fails to enter the number of another valid Company Prepaid Calling Card prior to termination.

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A card will expire on the date indicated on the card, or if no date is specified, 12 months from the date of purchase, or the date of last recharge, whichever is later. The Company will not refund unused balances.

A credit allowance for Company Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. To receive the proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the Company Prepaid Calling Card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, etc.), and the approximate time that the call was placed.

When a call charged to a Company Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one Telecom Unit.

Credit allowances for calls pursuant to the Company Prepaid Card Service do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company.

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.

The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls can not be completed.

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3.5.5 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

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- 3.5.6 Reserved for Future Use.
- 3.5.7 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.5.8 Promotional Offerings

The Company may, upon Commission approval, offer customers specific rate incentives during specified promotional periods. The Company will provide written notice to the Commission at least 7 days prior to the commencement of a promotional program specifying the terms of the promotion, the specific service offered, the location, and the beginning and ending dates of the promotional period.

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SECTION 4 - RATES

4.1 1+ & 101XXXX Dialing

\$0.15 per minute

A \$4.95 per month per number service charge applies. Billed in one minute increments

4.2 Travel Cards

\$.199 per minute

A \$.25 per call service charge applies. Billed in one minute increments

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4.3 800 Service (Toll Free)

\$0.15 per minute

A \$10 per month per number service charge applies. Billed in one minute increments

4.4 Prepaid Calling Cards

Program

```
Α
          $.015 Per Telecom Unit
В
          $.019 Per Telecom Unit
C
          $.025 Per Telecom Unit
D
          $.029 Per Telecom Unit
Ε
          $.032 Per Telecom Unit
\mathbf{F}
          $.035 Per Telecom Unit
G
          $.039 Per Telecom Unit
Η
          $.045 Per Telecom Unit
I
          $.05 Per Telecom Unit
J
          $.06
               Per Telecom Unit
Κ
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Μ
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Ν
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0
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          $.13 Per Telecom Unit
R
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S
          $.15 Per Telecom Unit
T
          $.19 Per Telecom Unit
          $.20 Per Telecom Unit
U
V
          $.25 Per Telecom Unit
W
          $.29 Per Telecom Unit
Χ
          $.30 Per Telecom Unit
          $.33
Y
               Per Telecom Unit
Z
          $.35
               Per Telecom Unit
          $.39 Per Telecom Unit
BB
          $.40
                Per Telecom Unit
                Per Telecom Unit
CC
          $.50
```

A \$.59 per call service charge applies.

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4.5 <u>Directory Assistance</u>

\$.95

4.6 Returned Check Charge

\$25.00

4.7 Reconnection Charge

\$25.00

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4.8 Rate Periods

FELTOUS			
	Monday - Friday	Sat.	Sun.
8 a.m. to 5 p.m.*	Daytime Rate Period		
5 p.m. to 11 p.m.*	Evening Rate Period		Evening Rate Period
11 p.m. to 8 a.m.*	Night/Weekend Rate	Period	

* To, but not including

When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded down to the lower cent.

4.9 Payphone Dial Around Surcharge

A surcharge applies on all completed intrastate toll-free and 10XXX/101XXXX access code calls, including any 800/888 or travel card calls, originating from a pay telephone. This surcharge is applied in addition to any other applicable service charges or surcharges. The surcharge does not apply to: calls paid for by inserting coins at the pay telephone; or calls placed from stations other than a pay telephone.

Surcharge Rate

\$0.35 per call

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State of _	Oklahoma	,
County of	Oklahoma	}

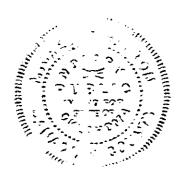
VERIFICATION

I, Charles Taylor, being duly sworn, declare that I am the Member of Natel, LLC, the Applicant. I verify that, based upon information and belief, I have knowledge of the statements in the foregoing Application, and I declare that they are true and correct.

Charles Taylor

Member

Sworn to before me, the undersigned Notary Public on this 5th day of 4, 2000.



Michelle Marton
Notary Public

Print or Type Name MICHELLE GARTON

My commission expires: 3-18-2003

BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

In the matter of the)
application of)
Natel, L.L.C.)
for a certificate of service) Case No
authority to provide)`
interexchange)
telecommunications services)

ENTRY OF APPEARANCE

COMES NOW Lance J. M. Steinhart, Attorney at Law and pursuant to rule 4 CSR 240-2.040 herewith files his Entry of Appearance on behalf of Applicant Natel, L.L.C., in connection with the above-styled proceeding. With respect to his entry, Mr. Steinhart hereby advises the Commission that he is a member in good standing of the State Bar of Georgia and the New York State Bar and is admitted to practice before District Courts. He also is on inactive status with the State Bar of Maryland. Neither the undersigned nor any member of his firm is disqualified to appear in any court. I also hereby designate Judith A. Rau, of the law firm of Rau & Rau, 1007 Olive Street, Fifth floor, St. Louis, Missouri 63101 to serve as our local Missouri counsel in this matter.

Lance J.M. Steinhart, Esq.
Attorney at Law
6455 East Johns Crossing, Suite 285
Duluth, Georgia 30097
(770) 232-9200
(770) 232-9208 (Fax)
Georgia Bar No. 678222

BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

In the matter of the)		
application of)		
Natel, L.L.C.)		
for a certificate of service)	Case	No.
authority to provide)		
interexchange)		
telecommunications services)		

ENTRY OF APPEARANCE

COMES NOW Judith A. Rau of the Law Firm of Rau & Rau, and pursuant to rule 4 CSR 240-2.040, herewith files her Entry of Appearance as local Missouri counsel on behalf of Applicant Natel, L.L.C., in connection with the above-styled proceeding.

Judith A. Rau Esq

Rat & Rau

119 E. Mill Street

Waterloo, Illinois 62298

(618) 939-7186

Missouri Bar No. 24856