

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

Southwestern Bell Telephone, L.P. d/b/a )  
SBC Missouri, )

Plaintiff, )

v. )

Case No. 4:05-cv-01264-CAS

The Missouri Public Service Commission, )  
*et al.*, )

Defendants. )

**PRELIMINARY INJUNCTION ORDER**

On August 12, 2005, Plaintiff Southwestern Bell Telephone, L.P. d/b/a SBC Missouri ("SBC Missouri") filed a Complaint [Doc #1] and Motion for Preliminary Injunction [Doc # 5] against Defendants the Missouri Public Service Commission and its member Commissioners (collectively, the "PSC"), and Defendants 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 Management Co. Switched Services LLC d/b/a Xspedius Communications, LLC (collectively, the "CLEC Defendants"). On August 31, 2005, the parties jointly filed a Consent Stipulation Regarding SBC Missouri's Motion for Preliminary Injunction [Doc # 30]. Pursuant to that joint stipulation, the Defendants, without admitting the validity of any aspect of SBC Missouri's showing, agreed to be bound by the terms of a preliminary injunction to be ordered by this Court, on the terms set

forth below. Accordingly, based upon the consent of the parties, the Plaintiff's Motion for Preliminary Injunction is **GRANTED** on the following terms:

1. The PSC's July 11, 2005 Arbitration Order,<sup>1</sup> as well as related orders approving interconnection agreements between Southwestern Bell Telephone, L.P. and each CLEC Defendant,<sup>2</sup> are hereby enjoined to the extent they require SBC Missouri to fill new orders for unbundled local switching or UNE-P pursuant to the Federal Telecommunications Act of 1996 with respect to the CLEC Defendants or any other telecommunications carrier that adopts one of the interconnection agreements that are the subject of this injunction.

2. This injunction shall be immediately effective as to orders for unbundled local switching or UNE-P for new customers, and shall be effective on October 7, 2005 as to orders to add lines or move lines for existing customers of each CLEC Defendant.

3. Nothing in this order affects SBC Missouri's obligation to continue to provide service on existing unbundled local switching/UNE-P lines to existing customers at existing locations pursuant to the transition rules set out in the Federal Communications Commission's ("FCC's") *Triennial Review Remand Order*.<sup>3</sup>

4. In addition, nothing in this order precludes the CLEC Defendants from obtaining additions or deletions of switch features on existing customer lines at existing locations, provided such features have previously been made available, nor shall this order preclude the CLEC

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<sup>1</sup> See Arbitration Order, Case No. TO-2005-0336 (Mo. PSC July 11, 2005) (Att. A to SBC Missouri Mem. In Support of Mot. for Prelim. Inj'n).

<sup>2</sup> See Complaint Exh. B.

<sup>3</sup> Order on Remand, *Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, 20 FCC Rcd 2533 (2005) ("*Triennial Review Remand Order*"), petitions for review pending, *Covad Communications Co., et al. v. FCC, et al.*, Nos. 05-1095, *et al.* (D.C. Cir.).

Defendants from obtaining line splitting or the termination of line splitting on existing customer lines at existing locations.

5. This injunction shall remain in place until further order of the Court.

SO ORDERED.

  
THE HONORABLE CHARLES A. SHAW

DATE:

9/1/05