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IDAHO PUBLIC
UTILITIES COMMISSION

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

JOSEPH B. MCNEAL, d/b/a PAGEDATA,)
)
 Complainant,)
)
 vs.)
)
 QWEST COMMUNICATIONS, INC.,)
)
 Respondent.)
 _____)

CASE NO. QWE-T-03-25
COMPLAINT

Complainant, Joseph B. McNeal, d/b/a PageData, complains against the Respondent, Qwest Communications, Inc. ("Qwest"), and allege as follows:

INTRODUCTION AND SUMMARY

This Complaint is a formal complaint, filed in accordance with the federal Telecommunications Act of 1996 (Act), Rule 54 of the IPUC Rules of Procedure, and section 13.14 of PageData's interconnection agreement with Qwest approved by the Idaho PUC on February 25, 2003.

Complainant alleges that Qwest refused to correct the billing in an expeditious and prudent manner on account 208 R51-0454-454 per the Arch Interconnection

Agreement that was adopted by PageData in January 2003 and approved by the Idaho PUC on February 25, 2003 (ICA). Complainant seeks an order from this Commission to require Qwest to correct the billing on account BAN 208 R51-0454-454. Complainant seeks an order from this Commission to require Qwest to remit cash payments to PageData for reciprocal compensation or, at a minimum, to issue credits for the reciprocal compensation to specific accounts and invoices specified by PageData from January, 2003, forward.

Since the implementation of the Act and the signing of the ICA, PageData has been in the unique position where Qwest owes PageData more money per month than PageData owes Qwest. Qwest has responded to this change in law by using a pincer move to lock PageData into facilities in which PageData would be obligated to pay Qwest or force PageData to shut services off altogether while Qwest had refused to install facilities and refused to pay reciprocal compensation.

STATEMENT OF FACTS

On December 22, 2002, PageData adopted the Arch Interconnection Agreement in Iowa and the other 13 states in Qwest's territory, which was partially filed in Idaho, and the Idaho PUC approved such adoption on February 25, 2003. The ICA became effective 5 days after it was signed, but ten months later the invoices on BAN 208 R51-0454-454 have still not been corrected to reflect the rates in the ICA.

The ICA outlined the terms and conditions of reciprocal compensation that Qwest was to pay PageData in accordance to the Act. Qwest has not accepted PageData's invoices for reciprocal compensation for the period of January 2003 – May 15, 2003,

despite the fact that Arch, PageNet, and Progressive Paging were able to invoice from the date their ICAs were signed, including the ability to submit a “catch-up invoice” to invoice for reciprocal compensation from the date the ICA was signed to the date the invoice format was approved. PageData is entitled to similar treatment under the Act. Therefore, Qwest has discriminated against PageData.

Qwest has refused to issue cash payments to PageData for reciprocal compensation because of prior disputed accounts, and Qwest has not given PageData an accounting with regard to any credits that may have been issued for such reciprocal compensation.

Because PageData did not have the ability to prevent Qwest from holding monies that Qwest was obligated to pay under the ICA to PageData, PageData specifically requested through several emails in May and June, 2003 that Qwest apply the reciprocal compensation funds to corrected invoices under the new ICA so that PageData would be in compliance with the ICA. PageData also requested a monthly itemization showing that the reciprocal compensation had been applied to the invoices under the new ICA (January, 2003, forward) with any additional amounts placed in an escrow account.

To date, PageData has not received any reciprocal compensation payments or credits to the invoices under the new ICA. This is in violation of paragraph 12.3 of the ICA. Qwest has no authority under the ICA to hold money due PageData for reciprocal compensation. Qwest has not disputed the reciprocal compensation charges according to the ICA paragraphs 12.3 and 13.14. According to the ICA, if properly disputed, Qwest can only hold four months’ worth of disputed charges (not to exceed \$100,000).

However, Qwest has withheld payments from January, 2003, forward, which is more than four months, and they have not properly disputed the reciprocal compensation invoices.

Qwest has failed and refused to correct PageData's invoices to the proper amounts under the approved ICA from January, 2003, forward. The SGAT illustrates the seriousness of incorrect invoices by detailing fees for Qwest if they exceed the threshold for inaccurate billings for an extended time.

Attached is a spreadsheet (see Exhibit A) showing a comparison of what Qwest has been invoicing PageData with the amounts Qwest should have been invoicing PageData under the ICA. To summarize, Qwest has been invoicing \$1,871.45 monthly (not counting late charges), while Qwest should have been invoicing \$768.58 (see Exhibit E). After disconnection of 300 numbers and lines outside Boise on the account (see attached letter request, Exhibit F), the monthly invoice would be reduced to \$218.86 (see Exhibit B).

Qwest has failed to comply with the ICA by failing to pay PageData the reciprocal compensation. The reciprocal compensation that Qwest is holding more than pays for all the facilities that PageData has had from January, 2003, forward.

Under the ICA and with the facilities PageData has in place now, each month PageData invoices Qwest \$1,022.66 for reciprocal compensation, not counting any interest charges for outstanding balances (see Exhibit C). If Qwest continues not to issue cash payments to PageData for this reciprocal compensation, then PageData is entitled to have the reciprocal compensation immediately credited to the following accounts each month:

For the Period of January 2003 – October 2003

\$768.58	Credited to BAN 208 R51-0454-454
<u>\$254.08</u>	Sent to escrow account to be established in the name of PageData
\$1,022.66	Total monthly amount for reciprocal compensation

Then, Qwest should be required to apply part of the money that should be in the escrow account ($\$254.08 \times 10 = \$2,540.80$) to bring account 208-375-8896 current.

Note: After disconnecting 300 numbers and everything outside Boise, the billing amounts will change on account 208-R51-0454-454 to \$218.86 per month and the amount PageData would invoice Qwest for reciprocal compensation will change to \$743.75 per month, not including interest for overdue invoices. Thereafter, reciprocal compensation credits should be applied as follows:

For the Period of November 2003 forward

\$218.86	Credited to BAN 208 R51-0454-454
\$524.00	Credited to Qwest account number 208-375-8896
<u>\$0.89</u>	Issued by check to PageData
\$743.75	Total monthly amount for reciprocal compensation

Earlier this year, Qwest used its monopolistic powers and unilaterally and unlawfully shut down PageData's single point of presence that covered southern Idaho by disconnecting part of PageData's facilities. Since that time Qwest has committed to install a partial DS3 for PageData to achieve a more standard single point of presence in the LATA. Therefore, PageData is requesting that Qwest disconnect the remainder of the facilities outside Boise that had been used to provide services throughout southern Idaho (see Exhibit F).

There is no economic risk to Qwest by virtue of the relief sought by Complaint since account 208-375-8896 would be kept current each month through credits

transferred from the reciprocal compensation. Such relief would prevent Qwest from putting a price squeeze on PageData. PageData has been required to pay Qwest additional cash payments each month for business line services while Qwest holds reciprocal compensation payments due PageData.

The implementation of this request would merely require an accounting procedure for Qwest to do an internal account transfer to credit the small business account number 208-375-8896 and BAN R51-0454-454 from the credits for reciprocal compensation. With the relief requested in this complaint, everything from January, 2003 (PageData's adoption of the Arch ICA) going forward would be corrected and accounts on both Qwest's and PageData's sides would be brought current and remain current. This would prevent Qwest from improperly shutting off any services for a so-called lack of payment.

INTERCONNECTION AGREEMENTS

By Qwest's own invention, Qwest sought to thwart PageData's attempts to reconcile all past disputes into one complaint and action was taken to separate the time periods into pre-interconnection, first interconnection, and second interconnection in an attempt to exhaust PageData's resources. This appears to be the same weapon that Qwest has been investigated by Minnesota and Arizona for offering favorable settlements to preferred carriers. By settling with some carriers and not with others, Qwest has in essence determined which carriers have a competitive advantage in a geographic marketplace.

Qwest willfully signed the new ICA knowing that PageData was actively disputing charges and accounts. Since Qwest signed the new ICA with PageData, Qwest

is trying to bring known past disputes into the new ICA in order to thwart PageData's growth. However, the Commission should not allow Qwest to mix past disputes that are before authoritative bodies that have the jurisdiction to settle those disputes with the terms and conditions of the new ICA until those authoritative bodies have issued decisions. It nullifies the purpose of signing an interconnection agreement if it is not followed because of prior disputes or unsubstantiated, false claims.

The ICA that PageData presently has with Qwest should be the end of all new litigation with Qwest. It is the first interconnection agreement that complies with the Act by including a single point of presence, reciprocal compensation and allows adoption of other terms and conditions under Section 252(i).

The Commission should put an end to Qwest's unlawful billing, refusing its primary duty to interconnect, discrimination, intimidation, and harassment. PageData is asking the Commission to put an end to these practices of Qwest.

LIST OF ATTACHED EXHIBITS FILED UNDER SEAL

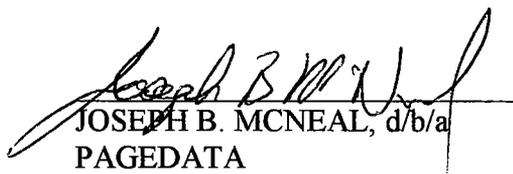
- A. Comparison of actual invoice charges versus rates should be according to the ICA
- B. Comparison of invoice charges under the ICA for Boise only facilities
- C. Copy of invoice for reciprocal compensation
- D. Copy of office phone bill (Account 208-375-8896)
- E. Copy of IABS bill (BAN 208 R51-0454-454)
- F. Copy of request to disconnect phone numbers and facilities

PRAYER FOR RELIEF

WHEREFORE, Complainant prays for a Commission order granting relief as follows:

1. Require Qwest to correct the billing under the ICA, from the signing of the ICA forward.
2. Order Qwest to honor the ICA as signed until such time that authoritative bodies having jurisdiction in such matters have issued rulings for past disputes.
3. Require Qwest to pay PageData for reciprocal compensation in the form of a check or, in the alternative, to apply reciprocal compensation credits to specific accounts and invoices requested by PageData.
4. Require Qwest, on a going forward basis, to issue PageData checks for reciprocal compensation according to paragraph 12.3 of the ICA.
5. Require Qwest to immediately shut off and cease billing PageData for the phone numbers and facilities that PageData has requested by letter dated October 30, 2003 (see attached letter, Exhibit F).
6. Order Qwest not to disconnect account 208-375-8896 including phone lines, voicemail, and DSL services since Qwest has PageData's funds in Qwest's possession to satisfy this account, even if Qwest continues to dispute other matters with PageData.
7. Order that the information contained in this document and Exhibits remain confidential and proprietary information.
8. Order such other and further relief as the Commission deems just and proper.

RESPECTFULLY SUBMITTED this 31st day of October, 2003.


JOSEPH B. MCNEAL, d/b/a
PAGEDATA

CERTIFICATE OF SERVICE

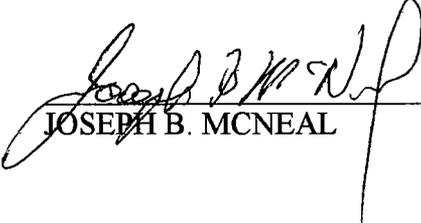
I HEREBY CERTIFY that on the 31st day of October, 2003, I caused to be served a true and correct copy of the foregoing by the method indicated below, and addressed to the following:

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Idaho Public Utilities Secretary
472 W. Washington Street
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JOSEPH B. MCNEAL, d/b/a PAGEDATA,)

Complainant,)

CASE NO. *QWE-1-03-25*

EXHIBITS A-F TO COMPLAINT

vs.)

QWEST COMMUNICATIONS, INC.,)

Respondent.)

CONFIDENTIAL

FILED UNDER SEAL

The enclosed Exhibits A-F to the Complaint contain confidential and proprietary information and the same are being filed under seal.

DATED this 31st day of October, 2003.



JOSEPH B. MCNEAL