

Idaho Public Utilities Commission
Office of the Secretary
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AUG 16 2007

Boise, Idaho

Deanhardt, C. - Exhibit 58

Case No. QWE-T-06-17

AT&T

RE: McLeod ISDN Proposal
[Trade Secret Data Begins

REC'D JUN 11 2001

Subject: RE: McLeod ISDN Proposal
Date: Mon, 11 Jun 2001 07:13:43 -0600
From: "Shearburn, Jim" <Jim.Shearburn@qwest.com>
To: "Patty Hahn" <phahn@uswest.com>, "McKenney, Audrey" <axmcken@qwest.com>, "Shearburn, Jim" <Jim.Shearburn@qwest.com>, "Snider, Patricia" <psnider@qwest.com>
CC: "Barto, Sandra" <sbarto@qwest.com>

Thanks, Patty for getting this together. I had a few questions.

What is the effective date of this proposal. Gary originally had asked for 5-1--1. When it became apparent that this had been previously proposed in Feb. he wanted it back to then.

What effective date had you and Skip discussed.

has the 10% across the board discount been negated by the reference that no additional discounts apply? Are we still required to discount this price component by an additional 10% in a monthly rebate per the B2B deal? Audrey, maybe you can weigh in on that issue.

Other than those two questions, I think it is ready to go. This is a significant reduction for them. I am sure Gary will appreciate the proposal.

I would like to get this to Gary today. Lets discuss ASAP this morning. I am in the office, please call.

Thanks

-----Original Message-----

From: Patty Hahn [mailto:phahn@uswest.com]
Sent: Friday, June 08, 2001 8:30 PM
To: axmcken@qwest.com; jim.shearburn@qwest.com; psnider@qwest.com
Cc: sbarto@qwest.com
Subject: McLeod ISDN Proposal

Audrey, Jim and Patti,

I have attached two documents for the McLeod ISDN wholesale proposal. The first document is a written description of the offering. The second document is an excel spreadsheet detailing the services and rate elements by state that categorizes the current ISDN /DSS/UAS products McLeod purchases from Qwest.

I apologize for the delay in getting this document to you today. I did want to go ahead from the retail product management team (Skip Olson) that I had included all the rate elements by product correctly. And I do want to thank Sandy Barto for helping me with this spreadsheet.

Audrey and Jim, I hope this is what you were looking for. Please let me know if you have questions or want to discuss further.

Have a great weekend !!

Patty
303 896-0285

Trade Secret Data Ends]

P-421/C-02-197
DOC 08-212

Trade Secret Attachment

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CONTAINS TRADE SECRET DATA

AUG 16 2007

Boise, Idaho

Deanhardt, C. - Exhibit 59

Case No. QWE-T-06-17

AT&T

PRI proposal

[Trade Secret Data Begins

REC'D JUN 11 2001

Subject: PRI proposal
Date: Mon, 11 Jun 2001 14:16:51 -0600
From: "Shearburn, Jim" <Jim.Shearburn@qwest.com>
To: "gdupler@mcleodusa.com" <gdupler@mcleodusa.com>, "ewilkens@mcleodusa.com" <ewilkens@mcleodusa.com>
CC: "Hahn, Patty" <phahn@qwest.com>, "Snider, Patricia" <psnider@qwest.com>, "McKenney, Audrey" <axmcken@qwest.com>, "Boone, Mark D." <Mark.D.Boone@qwest.com>

Gary and Eric, as we discussed this afternoon, I am attaching for your review a proposal that will reduce your cost for PRI service to \$667 per unit. There are some caveats, including effective date, eligibility for additional discounts, etc. but on the whole, this is an excellent deal for you and we look forward to your approval. While not reflected in this proposal, it is our intent to address the PRI pricing concerns with this proposal with the intent of moving on to other more fruitful revenue growing opportunities for both parties.

To Patty Hahn and Audrey McKenney, I would like to say I appreciate the research and effort put forth in preparing this proposal. Your advocacy of this pricing schedule went a long way towards getting this done. Thanks

Gary and Eric, please call me or Patty Hahn with questions or comments.

There is another issue left open, that of the Portland Colo Augment, we are trying to get a better date for you on that, but candidly I was informed late last week, that there does not seem to be a way to better the standard interval. Todd was wanting to expedite the delivery of 20-25 coax DS3, part of the original 80 or so ordered.

Our implementation group cannot come up with a guaranteed better date. Sorry we cannot do better on that date.

Hope the set back on the IRUs we discussed and the lack of a better date for Portland are offset by the new PRI pricing enclosed.

Two files are attached, a Word doc reviewing what we went over verbally and an Excel spreadsheet inventorying your PRIs as of April, the most recent info available.

Please call with questions. Thanks JPS

James P. Shearburn
Qwest Communications International, Inc.
Vice President
Central Region
Wholesale Markets
314-918-7966 - direct
888-370-6960
314-918-7968 fax
jim.shearburn@qwest.com

P-421/C-02-197
DOC 08-212
Trade Secret Attachment

<<ISDN PROPOSAL McLeod 06112001.doc>> <<ISDN Proposal 06082001.xls>>

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 ISDN PROPOSAL McLeod 06112001.doc	Name: ISDN PROPOSAL McLeod 06112001.doc Type: Winword File (application/msword) Encoding: base64 Download Status: Not downloaded with message
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 ISDN Proposal 06082001.xls	Name: ISDN Proposal 06082001.xls Type: Microsoft Excel Worksheet (application/vnd.ms-excel) Encoding: base64 Download Status: Not downloaded with message
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Gary Dupler
GVP Network Planning-
McLeodUSA
15 East 5th Street
Tulsa, OK 74103

June 11, 2001

Attention: Gary Dupler

Reference: Wholesale ISDN/DDS Pricing Proposal

Background Information: McLeodUSA requested that the Qwest Wholesale organization review McLeodUSA's current ISDN/DSS circuits and develop a proposal to transition them to the McLeodUSA wholesale bill.

Qwest Wholesale is pleased to offer McLeodUSA the following Wholesale ISDN/DDS pricing proposal. (SEE ATTACHED)

Our proposed information is a preliminary pricing schedule based on data through April, 2001.

Current ISDN/DSS Prices: Currently McLeodUSA is paying the following rates for ISDN PRI/DSS lines on average per state per circuit. Each Primary Rate ISDN service consists of one Configuration, one T-1 Facility, and one of the trunking options. Not included in the rates are the CALC charges, mileage or taxes. Each DSS service consists of one T-1 Facility, and one of the trunking options. Not included in the rates are the CALC charges, mileage or taxes.

Following is a representative illustration of the rate elements and current rates by state that McLeodUSA is billed for today.

Additionally we have represented, by state, the number of ISDN PRI and DDS services that McLeodUSA has ordered and the average elements billed for each circuit.

The proposal of \$677.00 per circuit is an approximate reduction of \$1,271,794.00 per month for McLeodUSA.

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TERMS

Product Pricing

- * Pricing/discounting is, in lieu of, and not in addition to, any discounts and/or credits that Customer is or would otherwise be entitled to receive by application of discounts [i.e., Term Discount, SPR Field Discount and/or any Promotion(s)] unless otherwise noted in this SPR approval.
- * For services not specified below, McLeodUSA will pay standard rates associated with the Service Term and monthly revenue tier for which McLeodUSA qualifies (as set forth in the Tariff or as referenced on the Q for non-tariffed services).
- * Pricing/Discounts below DO NOT include charges for CPE

The effective date of the contract will be either July 1, 2001 or on the date when both parties fully execute the agreement, whichever date is later.

Access Pricing

- The monthly recurring charge (MRC) and non-recurring charge (NRC) for the Dedicated Local Access Circuit connecting each Customer premise are determined by the Customer's NPA/NXX and are set by the Service Term.
-
- * MRCs are based on mileage between Customer Serving Wire Center (SWC) and the nearest Qwest owned Point of Presence (POP) SWC.
- * In addition to the above mentioned access charges, McLeodUSA shall be responsible for the following unless otherwise noted in this SPR approval (i) all charges associated with the Central of Connection (COC), (ii) all charges associated with the local access interconnection and, (iii) access-related charges (including, without limitation, installation charges, inside wiring charges, construction charges and distance and termination charges assessed by Qwest or by the Local Exchange Carrier (LEC)).
- * For Dedicated Local or Ethernet Access service not specified below, Customer will pay standard pricing associated with the Service Term, which Customer qualifies (as set forth in the Tariff, or as referenced on the Q for non-tariffed services).
- * All pricing quotes are subject to availability of the Qwest POP, local access service provider, and/or of specific SONET engineering at LEC SWCs

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General Clauses

McLeodUSA MAY NOT be a member of an association or resell service.

Approved Rates

McLeodUSA is approved for the following:

- 1) If McLeodUSA meets or exceeds 1000 spans (contributing spans can be either DSS or PRI) McLeodUSA will receive a price of \$667 per span.
- 2) The \$667 price is applicable to one way UAS only.
- 3) Please note that if McLeodUSA falls below a cumulative count of less 1,000 spans for 3 consecutive months, their pricing per span will revert to standard pricing
- 4) Please note "NO" Additional Reseller Discounts Apply to the \$667 price. The rate for McLeod's ISDN/PRI services stated in this contract does not apply to any other discounts and specifically, that the 10% Business to Business reduction does not apply to the services addressed in this Contract.
- 5) The effective date of the contract will be either July 1, 2001 or on the date when both parties fully execute the agreement, whichever date is later.

We appreciate your continuing business with Qwest and are looking forward to detailed discussions regarding this proposal. Please do not hesitate to contact us.

Sincerely

Audrey McKenney
SVP-Wholesale Business Development
303-896-5851

Jim Shearburn
RVP – Sales QWEST Central Region
314-918-7966

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ATTACHMENT

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CONTAINS TRADE SECRET DATA

State	Service	Number of Circuits	Current MRC/Circuit	Proposed MRC/Circuit	Present Total MRC's	Proposed Total MRC's
All	ISDN	309	\$ 1,930.00	\$ 667.00	\$ 596,370.00	\$ 206,103.00
	DSS	554	\$ 2,160.00	\$ 667.00	\$ 1,196,640.00	\$ 369,518.00
	UAS	135	\$ 1,080.00	\$ 677.00	\$ 145,800.00	\$ 91,395.00
	Total	998			\$ 1,938,810.00	\$ 667,016.00

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MRC's Revenue +/-	Yearly Revenue +/-
\$ (390,267.00)	\$ (4,683,204.00)
\$ (827,122.00)	\$ (9,925,464.00)
\$ (54,405.00)	\$ (652,860.00)
\$ (1,271,794.00)	\$ (15,261,528.00)

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State	Service	Number of Circuits	Current Revenue	Proposed Revenue	Proposed Revenue
Arizona	ISDN	9	\$ 1,930.00	\$ 667.00	\$ 1,263.00
	Total		\$ 17,370.00	\$ 667.00	\$ 6,003.00
	Revenue Loss				\$ (11,367.00)
Arizona	DSS	11	\$ 2,160.00	\$ 667.00	\$ 1,493.00
	Total		\$ 23,760.00	\$ 667.00	\$ 7,337.00
	Revenue Loss				\$ (16,423.00)
Arizona	UAS	0	\$ 1,080.00	\$ 667.00	\$ 413.00
	Total		\$ -	\$ 667.00	\$ -
	Revenue Loss				\$ -
Colorado	ISDN	20	\$ 1,930.00	\$ 667.00	\$ 1,263.00
	Total		\$ 38,600.00	\$ 667.00	\$ 13,340.00
	Revenue Loss				\$ (25,260.00)
Colorado	DSS	126	\$ 2,160.00	\$ 667.00	\$ 1,493.00
	Total		\$ 272,160.00	\$ 667.00	\$ 84,042.00
	Revenue Loss				\$ (188,118.00)
Colorado	UAS	10	\$ 1,080.00	\$ 667.00	\$ 413.00
	Total		\$ 10,800.00	\$ 667.00	\$ 6,670.00
	Revenue Loss				\$ (4,130.00)
Idaho	ISDN	5	\$ 1,930.00	\$ 667.00	\$ 1,263.00
	Total		\$ 9,650.00	\$ 667.00	\$ 3,335.00
	Revenue Loss				\$ (6,315.00)
Idaho	DSS	13	\$ 2,160.00	\$ 667.00	\$ 1,493.00
	Total		\$ 28,080.00	\$ 667.00	\$ 8,671.00
	Revenue Loss				\$ (19,409.00)
Idaho	UAS	9	\$ 1,080.00	\$ 667.00	\$ 413.00
	Total		\$ 9,720.00	\$ 667.00	\$ 6,003.00
	Revenue Loss				\$ (3,717.00)
Iowa	ISDN	45	\$ 1,930.00	\$ 667.00	\$ 1,263.00
	Total		\$ 86,850.00	\$ 667.00	\$ 30,015.00
	Revenue Loss				\$ (56,835.00)
Iowa	DSS	112	\$ 2,160.00	\$ 667.00	\$ 1,493.00
	Total		\$ 241,920.00	\$ 667.00	\$ 74,704.00
	Revenue Loss				\$ (167,216.00)

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Iowa	UAS	81	\$ 1,080.00	\$ 667.00	\$ 413.00
	Total		\$ 87,480.00	\$ 667.00	\$ 54,027.00
	Revenue Loss				\$ (33,453.00)

Minnesota	ISDN	36	\$ 1,930.00	\$ 667.00	\$ 1,263.00
	Total		\$ 69,480.00	\$ 667.00	\$ 24,012.00
	Revenue Loss				\$ (45,468.00)

Minnesota	DSS	177	\$ 2,160.00	\$ 667.00	\$ 1,493.00
	Total		\$ 382,320.00	\$ 667.00	\$ 118,059.00
	Revenue Loss				\$ (264,261.00)

Minnesota	UAS	20	\$ 1,080.00	\$ 667.00	\$ 413.00
	Total		\$ 21,600.00	\$ 667.00	\$ 13,340.00
	Revenue Loss				\$ (8,260.00)

Montana	ISDN	13	\$ 1,930.00	\$ 667.00	\$ 1,263.00
	Total		\$ 25,090.00	\$ 667.00	\$ 8,671.00
	Revenue Loss				\$ (16,419.00)

Montana	DSS	0	\$ 2,160.00	\$ 667.00	\$ 1,493.00
	Total		\$ -	\$ 667.00	\$ -
	Revenue Loss				\$ -

Montana	UAS	0	\$ 1,080.00	\$ 667.00	\$ 413.00
	Total		\$ -	\$ 667.00	\$ -
	Revenue Loss				\$ -

Nebraska	ISDN	0	\$ 1,930.00	\$ 667.00	\$ 1,263.00
	Total		\$ -	\$ 667.00	\$ -
	Revenue Loss				\$ -

Nebraska	DSS	5	\$ 2,160.00	\$ 667.00	\$ 1,493.00
	Total		\$ 10,800.00	\$ 667.00	\$ 3,335.00
	Revenue Loss				\$ (7,465.00)

Nebraska	UAS	0	\$ 1,080.00	\$ 667.00	\$ 413.00
	Total		\$ -	\$ 667.00	\$ -
	Revenue Loss				\$ -

New Mexico	ISDN	9	\$ 1,930.00	\$ 667.00	\$ 1,263.00
	Total		\$ 17,370.00	\$ 667.00	\$ 6,003.00
	Revenue Loss				\$ (11,367.00)

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New Mexico	DSS	7	\$ 2,160.00	\$ 667.00	\$ 1,493.00
	Total		\$ 15,120.00	\$ 667.00	\$ 4,669.00
	Revenue Loss				\$ (10,451.00)
New Mexico	UAS	3	\$ 1,080.00	\$ 667.00	\$ 413.00
	Total		\$ 3,240.00	\$ 667.00	\$ 2,001.00
	Revenue Loss				\$ (1,239.00)
North Dakota	ISDN	32	\$ 1,930.00	\$ 667.00	\$ 1,263.00
	Total		\$ 61,760.00	\$ 667.00	\$ 21,344.00
	Revenue Loss				\$ (40,416.00)
North Dakota	DSS	23	\$ 2,160.00	\$ 667.00	\$ 1,493.00
	Total		\$ 49,680.00	\$ 667.00	\$ 15,341.00
	Revenue Loss				\$ (34,339.00)
North Dakota	UAS	0	\$ 1,080.00	\$ 667.00	\$ 413.00
	Total		\$ -	\$ 667.00	\$ -
	Revenue Loss				\$ -
South Dakota	ISDN	6	\$ 1,930.00	\$ 667.00	\$ 1,263.00
	Total		\$ 11,580.00	\$ 667.00	\$ 4,002.00
	Revenue Loss				\$ (7,578.00)
South Dakota	DSS	8	\$ 2,160.00	\$ 667.00	\$ 1,493.00
	Total		\$ 17,280.00	\$ 667.00	\$ 5,336.00
	Revenue Loss				\$ (11,944.00)
South Dakota	UAS	3	\$ 1,080.00	\$ 667.00	\$ 413.00
	Total		\$ 3,240.00	\$ 667.00	\$ 2,001.00
	Revenue Loss				\$ (1,239.00)
Oregon	ISDN	27	\$ 1,930.00	\$ 667.00	\$ 1,263.00
	Total		\$ 52,110.00	\$ 667.00	\$ 18,009.00
	Revenue Loss				\$ (34,101.00)
Oregon	DSS	10	\$ 2,160.00	\$ 667.00	\$ 1,493.00
	Total		\$ 21,600.00	\$ 667.00	\$ 6,670.00
	Revenue Loss				\$ (14,930.00)
Oregon	UAS	0	\$ 1,080.00	\$ 667.00	\$ 413.00
	Total		\$ -	\$ 667.00	\$ -
	Revenue Loss				\$ -
Utah	ISDN	39	\$ 1,930.00	\$ 667.00	\$ 1,263.00

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Utah	Total		\$ 75,270.00	\$ 667.00	\$ 26,013.00
	Revenue Loss				\$ (49,257.00)
	DSS	28	\$ 2,160.00	\$ 667.00	\$ 1,493.00
	Total		\$ 60,480.00	\$ 667.00	\$ 18,676.00
	Revenue Loss				\$ (41,804.00)
Utah	UAS	0	\$ 1,080.00	\$ 667.00	\$ 413.00
	Total		\$ -	\$ 667.00	\$ -
	Revenue Loss				\$ -

Washington	ISDN	55	\$ 1,930.00	\$ 667.00	\$ 1,263.00
	Total		\$ 106,150.00	\$ 667.00	\$ 36,685.00
	Revenue Loss				\$ (69,465.00)
Washington	DSS	23	\$ 2,160.00	\$ 667.00	\$ 1,493.00
	Total		\$ 49,680.00	\$ 667.00	\$ 15,341.00
	Revenue Loss				\$ (34,339.00)
Washington	UAS	7	\$ 1,080.00	\$ 667.00	\$ 413.00
	Total		\$ 7,560.00	\$ 667.00	\$ 4,669.00
	Revenue Loss				\$ (2,891.00)

Wyoming	ISDN	13	\$ 1,930.00	\$ 667.00	\$ 1,263.00
	Total		\$ 25,090.00	\$ 667.00	\$ 8,671.00
	Revenue Loss				\$ (16,419.00)
Wyoming	DSS	11	\$ 2,160.00	\$ 667.00	\$ 1,493.00
	Total		\$ 23,760.00	\$ 667.00	\$ 7,337.00
	Revenue Loss				\$ (16,423.00)
Wyoming	UAS	2	\$ 1,080.00	\$ 667.00	\$ 413.00
	Total		\$ 2,160.00	\$ 667.00	\$ 1,334.00
	Revenue Loss				\$ (826.00)

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State	Service	Number of Circuits	Number of elements	Rate Elements	Qty/Price	Proposed Rate	Proposed Price
Arizona	ISDN	9				\$ 667.00	\$ 6,003.00
	ZPAZD		9	\$ 400.00	\$ 3,600.00		
	ZPT1X		9	\$ 150.00	\$ 1,350.00		
	PR311		207	\$ 30.00	\$ 6,210.00		
	NDT		207	\$ 30.00	\$ 6,210.00		
	Total				\$ 17,370.00		\$ 6,003.00
	Savings \$						\$ 11,367.00
	Savings %						65%
Arizona	DSS	11				\$ 667.00	\$ 7,337.00
	D7W		11	\$ 360.00	\$ 3,960.00		
	T2DIX		264	\$ 30.00	\$ 7,920.00		
	NDT		264	\$ 45.00	\$ 11,880.00		
	Total			\$ 435.00	\$ 23,760.00	\$ 667.00	\$ 7,337.00
	Savings \$						\$ 16,423.00
	Savings %						69%
Arizona	UAS	0					
	D7W		0	\$ 360.00	\$ -	\$ 667.00	\$ -
	T2DIX		0	\$ 30.00	\$ -		
	Total			\$ 390.00	\$ -	\$ 667.00	\$ -
	Savings \$						\$ -
	Savings %						
Colorado	ISDN	20				\$ 667.00	\$ 13,340.00
	ZPAZD		20	\$ 400.00	\$ 8,000.00		
	ZPT1X		20	\$ 150.00	\$ 3,000.00		
	PR311		460	\$ 30.00	\$ 13,800.00		
	NDT		460	\$ 30.00	\$ 13,800.00		
	Total				\$ 38,600.00		\$ 13,340.00
	Savings \$						\$ 25,260.00
	Savings %						65%
Colorado	DSS	126				\$ 667.00	\$ 84,042.00
	D7W		126	\$ 360.00	\$ 45,360.00		
	T2DIX		3024	\$ 30.00	\$ 90,720.00		
	DID NDT		3024	\$ 45.00	\$ 136,080.00		
	Total			\$ 435.00	\$ 272,160.00	\$ 667.00	\$ 84,042.00
	Savings \$						\$ 188,118.00
	Savings %						69%
Colorado	UAS	10					
	D7W		10	\$ 360.00	\$ 3,600.00	\$ 667.00	\$ 6,670.00
	T2DIX		240	\$ 30.00	\$ 7,200.00		
	Total			\$ 390.00	\$ 10,800.00	\$ 667.00	\$ 6,670.69

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	Savings \$						\$ 4,129.31
	Savings %						38%
Idaho	ISDN	5				\$ 667.00	\$ 3,335.00
	ZPAZD	5	\$ 400.00	\$ 2,000.00			
	ZPT1X	5	\$ 150.00	\$ 750.00			
	PR311	115	\$ 30.00	\$ 3,450.00			
	NDT	115	\$ 30.00	\$ 3,450.00			
	Total			\$ 9,650.00			\$ 3,335.00
	Savings \$						\$ 6,315.00
	Savings %						65%
Idaho	DSS	13				\$ 667.00	\$ 8,671.00
	D7W	13	\$ 360.00	\$ 4,680.00			
	T2DIX	312	\$ 30.00	\$ 9,360.00			
	DID NDT	312	\$ 45.00	\$ 14,040.00			
	Total		\$ 435.00	\$ 28,080.00	\$ 667.00		\$ 8,671.00
	Savings \$						\$ 19,409.00
	Savings %						69%
Idaho	UAS	9					
	D7W	9	\$ 360.00	\$ 3,240.00	\$ 667.00		\$ 6,003.00
	T2DIX	216	\$ 30.00	\$ 6,480.00			
	Total		\$ 390.00	\$ 9,720.00	\$ 667.00		\$ 6,003.69
	Savings \$						\$ 3,716.31
	Savings %						38%
Iowa	ISDN	45				\$ 667.00	\$ 30,015.00
	ZPAZD	45	\$ 400.00	\$ 18,000.00			
	ZPT1X	45	\$ 150.00	\$ 6,750.00			
	PR311	1035	\$ 30.00	\$ 31,050.00			
	NDT	1035	\$ 30.00	\$ 31,050.00			
	Total			\$ 86,850.00			\$ 30,015.00
	Savings \$						\$ 56,835.00
	Savings %						65%
Iowa	DSS	112				\$ 667.00	\$ 74,704.00
	D7W	112	\$ 360.00	\$ 40,320.00			
	T2DIX	2688	\$ 30.00	\$ 80,640.00			
	DID NDT	2688	\$ 45.00	\$ 120,960.00			
	Total		\$ 435.00	\$ 241,920.00	\$ 667.00		\$ 74,704.00
	Savings \$						\$ 167,216.00
	Savings %						69%
Iowa	UAS	81					
	D7W	81	\$ 360.00	\$ 29,160.00	\$ 667.00		\$ 54,027.00
	T2DIX	1944	\$ 30.00	\$ 58,320.00			

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Total			\$ 390.00	\$ 87,480.00	\$ 667.00	\$ 54,027.00
Savings \$						\$ 33,453.00
Savings %						38%

Minnesota	ISDN	36			\$ 667.00	\$ 24,012.00
	ZPAZD	36	\$ 400.00	\$ 14,400.00		
	ZPT1X	36	\$ 150.00	\$ 5,400.00		
	PR311	828	\$ 30.00	\$ 24,840.00		
	NDT	828	\$ 30.00	\$ 24,840.00		
	Total				\$ 667.00	\$ 24,012.00
	Savings \$					\$ 45,468.00
Savings %						65%

Minnesota	DSS	177			\$ 667.00	\$ 118,059.00
	D7W	177	\$ 360.00	\$ 63,720.00		
	T2DIX	4248	\$ 30.00	\$ 127,440.00		
	DID NDT	4248	\$ 45.00	\$ 191,160.00		
	Total		\$ 435.00	\$ 382,320.00	\$ 667.00	\$ 118,059.00
	Savings \$					\$ 264,261.00
	Savings %					

Minnesota	UAS	20				
	D7W	20	\$ 360.00	\$ 7,200.00	\$ 667.00	\$ 13,340.00
	T2DIX	480	\$ 30.00	\$ 14,400.00		
	Total		\$ 390.00	\$ 21,600.00	\$ 667.00	\$ 13,340.00
	Savings \$					\$ 8,260.00
	Savings %					

Montana	ISDN	13			\$ 667.00	\$ 8,671.00
	ZPAZD	13	\$ 400.00	\$ 5,200.00		
	ZPT1X	13	\$ 150.00	\$ 1,950.00		
	PR311	299	\$ 30.00	\$ 8,970.00		
	NDT	299	\$ 30.00	\$ 8,970.00		
	Total				\$ 667.00	\$ 8,671.00
	Savings \$					\$ 16,419.00
Savings %						65%

Montana	DSS	0			\$ 667.00	\$ -
	D7W	0	\$ 360.00	\$ -		
	T2DIX	0	\$ 30.00	\$ -		
	DID NDT	0	\$ 45.00	\$ -		
	Total		\$ 435.00	\$ -	\$ 667.00	\$ -
	Savings \$					\$ -
	Savings %					

UAS	0					
	D7W	0	\$ 360.00	\$ -	\$ 667.00	\$ -

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T2DIX		0	\$ 30.00	\$ -		
Total			\$ 390.00	\$ -	\$ 667.00	\$ -
Savings \$						\$ -
Savings %						#DIV/0!

Nebraska	ISDN	0			\$ 667.00	\$ -
	ZPAZD	0	\$ 400.00	\$ -		
	ZPT1X	0	\$ 150.00	\$ -		
	PR311	0	\$ 30.00	\$ -		
	NDT	0	\$ 30.00	\$ -		
	Total			\$ -		\$ -
	Savings \$					\$ -
Savings %						

Nebraska	DSS	5			\$ 667.00	\$ 3,335.00
	D7W	5	\$ 360.00	\$ 1,800.00		
	T2DIX	120	\$ 30.00	\$ 3,600.00		
	DID NDT	120	\$ 45.00	\$ 5,400.00		
	Total		\$ 435.00	\$ 10,800.00	\$ 667.00	\$ 3,335.00
	Savings \$					\$ 7,465.00
	Savings %					

Nebraska	UAS	0				
	D7W	0	\$ 360.00	\$ -	\$ 667.00	\$ -
	T2DIX	0	\$ 30.00	\$ -		
	Total		\$ 390.00	\$ -	\$ 667.00	\$ -
	Savings \$					\$ -
Savings %						

New Mexico	ISDN	9			\$ 667.00	\$ 6,003.00
	ZPAZD	9	\$ 400.00	\$ 3,600.00		
	ZPT1X	9	\$ 150.00	\$ 1,350.00		
	PR311	207	\$ 30.00	\$ 6,210.00		
	NDT	207	\$ 30.00	\$ 6,210.00		
	Total			\$ 17,370.00		\$ 6,003.00
	Savings \$					\$ 11,367.00
Savings %						65%

New Mexico	DSS	7			\$ 667.00	\$ 4,669.00
	D7W	7	\$ 360.00	\$ 2,520.00		
	T2DIX	168	\$ 30.00	\$ 5,040.00		
	DID NDT	168	\$ 45.00	\$ 7,560.00		
	Total		\$ 435.00	\$ 15,120.00	\$ 667.00	\$ 4,669.00
	Savings \$					\$ 10,451.00
	Savings %					

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New Mexico	UAS	3					
	D7W		3	\$ 360.00	\$ 1,080.00	\$ 667.00	\$ 2,001.00
	T2DIX		72	\$ 30.00	\$ 2,160.00		
	Total			\$ 390.00	\$ 3,240.00	\$ 667.00	\$ 2,001.00
	Savings \$						\$ 1,239.00
	Savings %						38%

North Dakota	ISDN	32				\$ 667.00	\$ 21,344.00
	ZPAZD		32	\$ 400.00	\$ 12,800.00		
	ZPT1X		32	\$ 150.00	\$ 4,800.00		
	PR311		736	\$ 30.00	\$ 22,080.00		
	NDT		736	\$ 30.00	\$ 22,080.00		
	Total				\$ 61,760.00		\$ 21,344.00
	Savings \$						\$ 40,416.00
Savings %						65%	

North Dakota	DSS	23				\$ 667.00	\$ 15,341.00
	D7W		23	\$ 360.00	\$ 8,280.00		
	T2DIX		552	\$ 30.00	\$ 16,560.00		
	DID NDT		552	\$ 45.00	\$ 24,840.00		
	Total			\$ 435.00	\$ 49,680.00	\$ 667.00	\$ 15,341.00
	Savings \$						\$ 34,339.00
	Savings %						69%

North Dakota	UAS	0					
	D7W		0	\$ 360.00	\$ -	\$ 667.00	\$ -
	T2DIX		0	\$ 30.00	\$ -		
	Total			\$ 390.00	\$ -	\$ 667.00	\$ -
	Savings \$						\$ -
	Savings %						0%

South Dakota	ISDN	6				\$ 667.00	\$ 4,002.00
	ZPAZD		6	\$ 400.00	\$ 2,400.00		
	ZPT1X		6	\$ 150.00	\$ 900.00		
	PR311		138	\$ 30.00	\$ 4,140.00		
	NDT		138	\$ 30.00	\$ 4,140.00		
	Total				\$ 11,580.00		\$ 4,002.00
	Savings \$						\$ 7,578.00
Savings %						65%	

South Dakota	DSS	8				\$ 667.00	\$ 5,336.00
	D7W		8	\$ 360.00	\$ 2,880.00		
	T2DIX		192	\$ 30.00	\$ 5,760.00		
	NDT		192	\$ 45.00	\$ 8,640.00		
	Total			\$ 435.00	\$ 17,280.00	\$ 667.00	\$ 5,336.00

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CONTAINS TRADE SECRET DATA

South Dakota	Savings \$					\$ 11,944.00
	Savings %					69%
	UAS	3				
	D7W	3	\$ 360.00	\$ 1,080.00	\$ 667.00	\$ 2,001.00
	T2DIX	72	\$ 30.00	\$ 2,160.00		
	Total		\$ 390.00	\$ 3,240.00	\$ 667.00	\$ 2,001.00
	Savings \$					\$ 1,239.00
Savings %						38%

Oregon	ISDN	27			\$ 667.00	\$ 18,009.00
	ZPAZD	27	\$ 400.00	\$ 10,800.00		
	ZPT1X	27	\$ 150.00	\$ 4,050.00		
	PR311	621	\$ 30.00	\$ 18,630.00		
	NDT	621	\$ 30.00	\$ 18,630.00		
	Total			\$ 52,110.00		\$ 18,009.00
	Savings \$					\$ 34,101.00
Savings %						

Oregon	DSS	10			\$ 667.00	\$ 6,670.00
	D7W	10	\$ 360.00	\$ 3,600.00		
	T2DIX	240	\$ 30.00	\$ 7,200.00		
	NDT	240	\$ 45.00	\$ 10,800.00		
	Total		\$ 435.00	\$ 21,600.00	\$ 667.00	\$ 6,670.00
	Savings \$					\$ 14,930.00
	Savings %					

Oregon	UAS	0					
	D7W	0	\$ 360.00	\$ -	\$ 667.00	\$ -	
	T2DIX	0	\$ 30.00	\$ -			
	Total		\$ 390.00	\$ -	\$ 667.00	\$ -	
	Savings \$					\$ -	
	Savings %						

Utah	ISDN	39			\$ 667.00	\$ 26,013.00
	ZPAZD	39	\$ 400.00	\$ 15,600.00		
	ZPT1X	39	\$ 150.00	\$ 5,850.00		
	PR311	897	\$ 30.00	\$ 26,910.00		
	NDT	897	\$ 30.00	\$ 26,910.00		
	Total			\$ 75,270.00		\$ 26,013.00
	Savings \$					\$ 49,257.00
Savings %						65%

Utah	DSS	28			\$ 667.00	\$ 18,676.00
	D7W	28	\$ 360.00	\$ 10,080.00		
	T2DIX	672	\$ 30.00	\$ 20,160.00		
	NDT	672	\$ 45.00	\$ 30,240.00		
	Total		\$ 435.00	\$ 60,480.00	\$ 667.00	\$ 18,676.00

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Savings \$						\$ 41,804.00
Savings %						69%
UAS	0					
D7W	0	\$ 360.00	\$ -	\$ 667.00	\$ -	
T2DIX	0	\$ 30.00	\$ -			
Total		\$ 390.00	\$ -	\$ 667.00	\$ -	
Savings \$						\$ -
Savings %						

Washington	ISDN	55			\$ 667.00	\$ 36,685.00
	ZPAZD	55	\$ 400.00	\$ 22,000.00		
	ZPT1X	55	\$ 150.00	\$ 8,250.00		
	PR311	1265	\$ 30.00	\$ 37,950.00		
	NDT	1265	\$ 30.00	\$ 37,950.00		
	Total			\$ 106,150.00		\$ 36,685.00
	Savings \$					\$ 69,465.00
Savings %						65%

Washington	DSS	23			\$ 667.00	\$ 15,341.00
	D7W	23	\$ 360.00	\$ 8,280.00		
	T2DIX	552	\$ 30.00	\$ 16,560.00		
	DID NDT	552	\$ 45.00	\$ 24,840.00		
	Total		\$ 435.00	\$ 49,680.00	\$ 667.00	\$ 15,341.00
	Savings \$					\$ 34,339.00
Savings %						69%

Washington	UAS	7				
	D7W	7	\$ 360.00	\$ 2,520.00	\$ 667.00	\$ 4,669.00
	T2DIX	168	\$ 30.00	\$ 5,040.00		
	Total		\$ 390.00	\$ 7,560.00	\$ 667.00	\$ 4,669.00
	Savings \$					\$ 2,891.00
Savings %						38%

Wyoming	ISDN	13			\$ 667.00	\$ 8,671.00
	ZPAZD	13	\$ 400.00	\$ 5,200.00		
	ZPT1X	13	\$ 150.00	\$ 1,950.00		
	PR311	299	\$ 30.00	\$ 8,970.00		
	NDT	299	\$ 30.00	\$ 8,970.00		
	Total			\$ 25,090.00		\$ 8,671.00
Savings \$					\$ 16,419.00	
Savings %						65%

Wyoming	DSS	11			\$ 667.00	\$ 7,337.00
	D7W	11	\$ 360.00	\$ 3,960.00		
	T2DIX	264	\$ 30.00	\$ 7,920.00		
	NDT	264	\$ 45.00	\$ 11,880.00		
	Total		\$ 435.00	\$ 23,760.00	\$ 667.00	\$ 7,337.00

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Savings \$						\$ 16,423.00
Savings %						69%

Wyoming

UAS	2					
D7W	2	\$ 360.00	\$ 720.00	\$ 667.00	\$ 1,334.00	
T2DIX	48	\$ 30.00	\$ 1,440.00			
Total		\$ 390.00	\$ 2,160.00	\$ 667.00	\$ 1,334.00	
Savings \$						\$ 826.00
Savings %						38%

Number						
ISDN						
DSS						
UAS						

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	ISDN	DSS	UAS
1 AZ	9	11	0
1 CO	20	126	10
1 IA	45	112	81
1 ID	5	13	9
1 MN	36	177	20
1 MT	13	0	0
1 ND	32	23	0
1 NE	0	5	0
1 NM	9	7	3
1 OR	27	10	0
1 SD	6	8	3
1 UT	39	28	0
1 WA	55	23	7
1 WY	13	11	2
14	309	554	135

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Boise, Idaho

Deanhardt, C. - Exhibit 60

Case No. QWE-T-06-17

AT&T

REC'D JUN 13 2001

[Trade Secret Data Begins

Subject: RE: [Fwd: URGENT - McLeod ISDN Proposal]

Date: Wed, 13 Jun 2001 13:21:28 -0600

From: "Shearburn, Jim" <Jim.Shearburn@qwest.com>

To: "Audrey McKenney" <axmcken@uswest.com>, Patty Hahn <phahn@uswest.com>

CC: "Shearburn, Jim" <Jim.Shearburn@qwest.com>, "McKenney, Audrey" <axmcken@qwest.com>, joe.tomando@qwest.com, "Snider, Patricia" <psnider@qwest.com>

Additional input from Gary following a recent discussion, one of the deal point he would like to see, (perhaps we can substitute this for growth incentive), he would like flexibility on the termination liability if he discos a facility and orders like facility of equal or greater value in another location. Facility portability under the PRI deal. Obviously this would be limited to in region access, I would think.

Is that something we have done in the past? Your thoughts on being able to propose this?

If we can do this, it is a big issue for him, we probably will not have to offer growth initiatives. have you socialized growth initiatives with Stacey or Blake?

As to the discount issue. What is not clear to OMR or product is that this 10% across the board applies to all products. I asked that the "carve out " language be inserted in order to set the expectation that this is the best and final price, candidly I do not think we need to go any lower, he is pretty happy with this, I think.

Please provide whatever language you want to see in this draft. Will that come from you or legal. On the switched minute deal we carved out the revenues with a clause prepared by legal, you should have a copy, if not I will get you one.

The other option is to raise the rates, but Gary does not want to do that, because it goes against his budget Vs the general ledger.

-----Original Message-----

From: Audrey McKenney [mailto:axmcken@uswest.com]

Sent: Wednesday, June 13, 2001 12:03 PM

To: Patty Hahn

Cc: Shearburn, Jim; McKenney, Audrey; joe.tomando@qwest.com; Snider, Patricia

Subject: Re: [Fwd: URGENT - McLeod ISDN Proposal]

Importance: High

Jim and Patty -

Thanks for the attached -- there are some typos, do you want us to correct? Why the July date -- why is effective date July 1, as opposed to once they reach 1000 spans? So if they put in orders tomorrow, they can have the rate immediately.

Patty, I believe there is a growth incentive by waiving the NRC and either one -two months of recurring. I think the question is this enough to incent the movement of the several hundred spans to us and it stays on net. Product and SPR might have some other solutions but I not sure if we can put a minimum commitment of something greater than 1000 spans given the tiered pricing commitment of 1000 spans.

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P-421/C-02-197

DOC 08-212

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from
 > > Skip Olson. He informed me that these statements are how they are today:
 > > I assume I take these back to the POM group. Don't they research these
 > > types of questions before they give us the approval? Aren't they responsible
 > > to determine that the basic questions are answered?
 > >
 > >
 > > * In the proposed letter, the customer approved pricing section
 > > states that the \$667 is applicable to "one way UAS only" -- the customer is
 > > buying three different products - DSS, ISDN, and UAS. Spreadsheets show
 > > all
 > > three products at the \$667. What's the quote for all three services??
 > >
 > > * RESPONSE: The quote of 667.00 is for all three types of products
 > > - I will have the POM chg the language to state all three products.
 > >
 > > * If the customer is below the minimum, what price do the services
 > > revert to --state specific month to month or a schedule? I thought our
 > > we
 > > usually have had tiered pricing.
 > >
 > > * RESPONSE : Per Skip Olson If the customer drops below 1000
 > > for
 > > three months the schedule is:
 > >
 > > * 3 yr 500- 999 790.00
 > >
 > > * 5 yr 500 - 999 765.00
 > >
 > > * 3 yr 150- 499 820.00
 > >
 > > * 5 yr 150- 499 795.00s
 > >
 > > * Is there a contract term? If so, what is the term of the
 > > contract?
 > >
 > > * RESPONSE: Contract term is 3 yr or 5 yr same price of
 > > 667.00
 > >
 > >
 > > * What is the incentive for growth? What are we doing in the
 > > proposal to move the PRIs that are off-net to on-net? They have stated
 > > that they will move to Q and we need a commitment. (Todd's email) (
 > > Who has a copy of this) Will we project manage the migration of
 > > those
 > > circuits? Do we have facilities available?
 > >
 > > *
 > >
 > > * RESPONSE Skip Olson and I put a call into Ron tonite. Skip
 > > does not know how Ron wants to address this. Also we do not know how
 > > Ron
 > > wants to address the migration charges - if we will charge all or
 > > waive
 > > some.
 > >
 > > *
 > >
 > > * Is there a termination liability? If so, what are the terms and
 > > conditions?
 > > When will we have a draft contract ready for the customer?
 > >
 > > * RESPONSE: Per Skip Olson existing termination liability is :
 > >
 > > 100% for 1st year
 > > 80% second year
 > > 70% third year
 > > 65% fourth year

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>> 45* fifth year.
>>
>>
>> RESPONSE:: My understanding is the draft contract is written by the
>> direction of the POM and that is the document that is edited and signed
for
>> review by the customer. It
>> is not my understanding that the acct team draws up the contract
language.
>>
>> I put a call in to Joe tonite for feedback. Who does make the final
>> decisions regarding this proposal?
>>
>>
>>
>>
>>
>>
>>
>> ----- Original Message -----
>>
>> Subject: URGENT - McLeod ISDN Proposal
>> Date: Mon, 11 Jun 2001 16:03:28 -0700
>> From: Audrey McKenney <axmcken@uswest.com>
>> Organization: U S WEST Communications, Inc
>> To: "Roger.Hoaglund@qwest.com" <Roger.Hoaglund@qwest.com>, Patty
Hahn
>> <phahn@uswest.com>, Patricia Snider <psnider@uswest.com>, James
Shearburn
>> <Jim.Shearburn@qwest.com>
>> CC: Dana Filip <Dana.Filip@qwest.com>, Greg Casey
>> <Greg.Casey@qwest.com>, James Gallegos <jhgalle@uswest.com>, Joseph
Dalton
>> <joe.dalton@qwest.com>
>>
>> Patty, Patti, Jim, and Roger -
>>
>> I am not sure our proposal is "complete and clear". Some of these are
the
>> same questions I raised over a couple weeks ago --
>>
>> * In the proposed letter, the customer approved pricing section
>> states that the \$667 is applicable to "one way UAS only" -- the customer
is
>> buying three different products - DSS, ISDN, and UAS. Spreadsheets show
all
>> three products at the \$667. What's the quote for all three services??
>>
>> * If the customer is below the minimum, what price do the services
>> revert to --state specific month to month or a schedule? I thought our
we
>> usually have had tiered pricing.
>>
>> * Is there a contract term? If so, what is the term of the
contract?
>>
>> * What is the incentive for growth? What are doing in the
proposal to
>> move the PRIs that are off-net to on-net? They have stated that they
will
>> move to Q and we need a commitment. (Todd's email) Will we project
manage
>> the migration of those circuits? Do we have facilities available?
>>
>> * Is there a termination liability? If so, what are the terms and
>> conditions?
>>
>> * When will we have a draft contract ready for the customer?
>>
>> Jim, we can correct the grammer and typos in the proposed letter.
Please
>> let me know if I am missing something, but it appears that the basics
are
>> still missing.

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RE: [Fwd: URGENT - McLeod ISDN Proposal]

>>
>> Please respond ASAP!!
>> Thanks A

>
> -----
> 06112001.doc

Name: ISDN PROPOSAL McLeod

> ISDN PROPOSAL McLeod 06112001.doc
> Document (application/msword)

Type: Microsoft Word

>
> message

Encoding: base64
Download Status: Not downloaded with

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Boise, Idaho

Deanhardt, C. - Exhibit 61

Case No. QWE-T-06-17

AT&T

RE: McLeod's ISDN PRI Proposal

[Trade Secret Data Begins

Subject: RE: McLeod's ISDN PRI Proposal

Date: Mon, 18 Jun 2001 17:20:00 -0600

REC'D JUN 19 2001

From: "Shearburn, Jim" <Jim.Shearburn@qwest.com>

To: "Patty Hahn" <phahn@uswest.com>, "Shearburn, Jim" <Jim.Shearburn@qwest.com>,
"Snider, Patricia" <psnider@qwest.com>, rkeiter@qwest.com,

"McKenney, Audrey" <axmcken@qwest.com>, jaolso@qwest.com

here are my thoughts.

Audrey needs to come up with alternate language dealing with the 10% B2B deal. we should not use the language we have in the proposal, too specific. We either use alternate language, or reprice all components at a rate 10% higher, and remove the paragraph entirely. If Audrey does not have her language to you by tomorrow morning, 10:00 Mountain, we will remove the para. and reprice all components by a multiplier or 1.1.

the clause regarding McLeodUSA not being a member of an association or a reseller, needs to be removed. this is not appropriate.

I understand this is a write down, candidly we are doing the dirty work that has been delayed for a while, no one else wanted to do it. We either reduce this and maintain a significant, albeit reduced revenue stream associated with PRIs from MCLD, or we lose it altogether later. it is a clear choice, we must reduce the price.

Audrey, please provide feedback. Patti and Patty, yours as well.

-----Original Message-----

From: Patty Hahn [mailto:phahn@uswest.com]

Sent: Monday, June 18, 2001 5:38 PM

To: jim.shearburn@qwest.com; psnider@qwest.com; rkeiter@qwest.com;
axmcken@qwest.com; jaolso@qwest.com

Subject: McLeod's ISDN PRI Proposal

I have attached a revised terms and conditions ISDN Proposal for McLeod. Please review and state any conditions or terms that you would like to see included or renegotiated in this proposal. This document is still in DRAFT form and is not in Contract language. As soon as I receive the draft document I will have it revised with suggested input and sent out again for review.

Currently, I have gone back to the POM org (Joe Tomandao) and requested that he initiate a draft contract. I had legal review it (John Jones) and I received an initial go ahead to proceed with action items to pursue (i.e.; what do we need to file in the states - Skip Oslo is checking on this for me).

I have made the following revisions based on feedback I received;

Mileage discrepancy : Audrey - the mileage is not included in the 667 price but I did delete the statement; " MRC's are based on mileage between the customer SWC and Q POP." This only applies to out of region products and was included in the POM review. I discussed with Joe and informed him this is not appropriate for this contract.

I included current contract language provided to me by Skip that details "Moves". The customer will get a reduction in price but not a portability feature as stated in the access world. If the one proposed is not accepted by McLeod, we will have to renegotiate with Retail. Skip was not willing to change at this time.

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P-421/C-02-197

DOC 08-212

Trade Secret Attachment

6/19/01 9:05 AM

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RE: McLeod's ISDN PRI Proposal

Growth incentives: Retail did not renegotiate a lower incentive other than the 667.00 price.

Jim would like to share this revised DRAFT proposal with Gary Dupler tomorrow morning. I realize this is short notice but any comments I receive from you would be appreciated .

Thank you all for your help with this project. I appreciate it.

Patty Hahn
303 896-0285

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Boise, Idaho

Deanhardt, C. - Exhibit 62

Case No. QWE-T-06-17

AT&T

Blake O. Fisher
03/28/2001 08:48 AM

To: Stephen C. Gray/MCLEOD@MCLEOD
cc:
Subject: Q2 (Qwest 2)

Steve, this is the beginning of a concept for a term sheet with Qwest on the next possible deal for us to use with Roy and a potetial meeting With Joe N.

1. M agree with Q on performance measures and remedies that M would support in their 271 proceedings. These would be pretty much in line with Q's position. (Qwest is agreeable to parity)

2. Q agrees with M in a private wholesale agreement to meet certain performance goals and remedies viewed as business critical to M such as 24 hour or better outage goals, installation intervals, and repeat service reports.

3. Q buys or enters into an IRU for fiber from M in former CapRock territory and possibly some M's Level 3 network (assuming we have that right), structured to potentially give us revenue.

4. M buys wavelengths (or whatever Roy and Gary need) from Q with payments spread out over a period or time with possibly some level of take or pay (Note: we are researching the impact of 3 and 4 on accounting treatment). I asume that this could offset potential national network cash requirement.

5. M gets revised pricing for voice mail, DSL, residential Une-M, and IMT's from Q. (Note: Q will need this to be in a form that others Clecs can do).

6. M gets revised discount plan (probably in a form of amended take or pay.) (Note: Would likely be useful if we could find additional services to sell to Q such as resell of local services in out of region areas. Jim is researching accounting treatment) ?

7. Other considerations:

a. Legislative agenda

b. Securitization of receivables allowing M to treat part of monthly payment as amortization. Highly questionable

c. Wireless spectrum purchased by Q from M

d. Itelispan consent (Probably will be handled separately).

e. T-1 pricing

f. Additional LD to Q

8. Carefully consider term of agreement. (I would like to get pricing term for a longer period without over comminting on take or pay.)

Any other ideas for revenue? Comments? I think this agreement will have the most value if we can get it for Joe N. in time to make his 271 filings that I believe are targeted for this summer.

Idaho Public Utilities Commission
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Boise, Idaho

Deanhardt, C. - Exhibit 63

Case No. QWE-T-06-17

AT&T

CONFIDENTIAL

McLeodUSA and Qwest
Version 2 Business to Business Deal
Proposed Term Sheet
May 18th, 2001

- no - Time 1. McLeodUSA will accept the Qwest PAP/PID with the exception of the attached document incorporating a Parity with a Floor concept on the most important 5 measures for McLeodUSA. The effective date of these measures will be November 1, 2000.
1 million
- no - Time 2. Qwest will provide the remedies associated with the PAP plus the remedies for the 5 Parity with the Floor measures in the attached document beginning with November 2000 performance.
14 million
- 0.500 / yr 3. Qwest to provide McLeodUSA with a resell voicemail offering that includes a discount structure in exchange for a minimum commitment. See attached document.
when
- 3-4 mill 4. Qwest to provide McLeodUSA with a residential line program similar to our UNE-M offering. See attached analysis.
mill
- 5 / yr 5. Qwest to provide McLeodUSA with a flat rate T-1 offering similar to our UNE-M offering.
- mill / yr 6. Qwest to provide a region-wide PRI rate of X to McLeodUSA for all existing PRI's and any future PRI.
time
- 0 7. Qwest to offer McLeodUSA their DSL VDP program.
- mill / yr 8. Qwest to provide a X% discount on all intralata toll charges.
- ? 9. Qwest will provide Wire Care/Wire Maintenance to McLeodUSA region-wide with our state specific wholesale discount. ← 9B. JRM's Sales
- mill / yr 10. Qwest will provide a 'friendly' witness and testimony in support of UNE-P/UNE-M in the SBC markets in order to help facilitate and prove McLeodUSA's position that this type of conversion activity can be a billing change and requires minimal effort on the part of the ILEC. See attached testimony.
11. In recognition of the proceeding, McLeodUSA will provide to Qwest an increased commitment of revenue and term. X Extend one yr, 180 take or pay for
12. McLeodUSA will purchase from Qwest the following services: 29% more discount
- ~~AD Services~~
 - ~~Private Line services~~
13. McLeodUSA will support Qwest in their plans for 271 applications in all states within their ILEC footprint.
14. McLeodUSA will encourage and participate in any settlement in Minnesota on Wholesale Quality of Service proceedings.
15. Items to consider: Additional policy & legislative cooperation
- Having Qwest support killing Tausin/Dingell bill.
 - Support before the FCC on multifunctional equipment collocations
 - Compensation for selling of exchanges??
 - Support ULST before the FCC(our plan)

Idaho Public Utilities Commission
Office of the Secretary
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Boise, Idaho

Deanhardt, C. - Exhibit 64

Case No. QWE-T-06-17

AT&T

State Of Minnesota
Department of Commerce
INFORMATION REQUEST

P-421/C-02-197

Information Requested From: Qwest Corporation
Information Requested By: Ferguson, Sharon
Date Requested: 06/05/2002
Date Response Due: 06/13/2002

REQUEST:

[TRADE SECRET DATA BEGINS Admit that the June 22, 2001 wire transfer payment of \$10,770,437.00 by Qwest to McLeodUSA was in payment for the discount owned by Qwest to McLeodUSA for purchases by McLeodUSA from Qwest between October 2, 2000 and March 31, 2001. TRADE SECRET DATA ENDS]

RESPONSE:

[TRADE SECRET DATA BEGINS Qwest did not owe McLeodUSA any monies for any type of discount for purchases from Qwest by McLeodUSA. Qwest Communications Corporation, a customer of McLeod, made a payment of \$10,770,437 for a calculated shortfall in purchases made by Qwest from McLeod and associated with terms and conditions set forth in the October 26, 2000 Purchase Agreement. TRADE SECRET DATA ENDS].

NONPUBLIC DOCUMENT
CONTAINS TRADE SECRET DATA

Minnesota
F-421/C-02-197
DOC 07-174

INTERVENOR: Department of Commerce

REQUEST NO: 174

[TRADE SECRET DATA BEGINS Admit that October 2, 2001 wire transfer payment of \$5,630,879.00 by Qwest to McLeodUSA was in payment for the discount owed by Qwest to McLeodUSA was in payment for the discount owed by Qwest to McLeodUSA for purchases by McLeodUSA from Qwest between April 1, 2001 and June 30, 2001. TRADE SECRET DATA ENDS]

RESPONSE:

[TRADE SECRET DATA BEGINS Qwest did not owe McLeodUSA any monies for any type of discount for purchases from Qwest by McLeodUSA. Qwest Communications Corporation, a customer of McLeod, made a payment of \$5,630,879 for a calculated shortfall in purchases made by Qwest from McLeod and associated with terms and conditions set forth in the October 26, 2000 Purchase Agreement. TRADE SECRET DATA ENDS] " "

NONPUBLIC DOCUMENT

447 CONTAINS TRADE SECRET DATA

State Of Minnesota
Department of Commerce
INFORMATION REQUEST

P-421/C-02-197

Information Requested From: Qwest Corporation
Information Requested By: Ferguson, Sharon
Date Requested: 06/05/2002
Date Response Due: 06/13/2002

REQUEST:

[TRADE SECRET DATA BEGINS Admit that the January 18, 2001 wire transfer payment of \$5,649,513.00 by Qwest to McLeodUSA was a partial payment of the discount owed by Qwest to McLeodUSA for purchases by McLeodUSA from Qwest between July 1, 2001 and September 30, 2001. TRADE SECRET DATA ENDS]

RESPONSE:

[TRADE SECRET DATA BEGINS Qwest did not owe McLeodUSA any monies for any type of discount for purchases from Qwest by McLeodUSA. Qwest Communications Corporation, a customer of McLeod, made a payment of \$\$5,984,404. for a calculated shortfall in purchases made by Qwest from McLeod and associated with terms and conditions set forth in the October 26, 2000 Purchase Agreement.. TRADE SECRET DATA ENDS]

NONPUBLIC DOCUMENT
CONTAINS TRADE SECRET DATA

Idaho Public Utilities Commission
Office of the Secretary
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Boise, Idaho

Deanhardt, C. - Exhibit 65

Case No. QWE-T-06-17

AT&T

McCleod & Cap Rock
Current Charges & Payments
2001

Current Charges

Month	Type of Service		
	Usage	Private Line	Total
[Trade Secret Data Begins December-01	\$ 90,241	\$ 79,807	\$ 170,048
November-01	59,921	-	59,921
October-01	277,168	197,595	474,763
September-01	232,046	208,186	440,231
August-01	196,395	240,564	436,958
July-01	269,034	241,870	510,903
June-01	389,892	249,088	638,980
May-01	294,495	254,480	548,975
April-01	322,500	245,868	568,368
March-01	286,828	245,776	532,604
February-01	268,662	245,647	514,309
January-01	88,952	252,357	341,309
	<u>\$ 2,776,132</u>	<u>\$ 2,461,238</u>	<u>\$ 5,237,370</u>

Payments

Month	Type of Service		
	Usage	Private Line	Total
December-01	89,911	\$ 79,644	\$ 169,555
November-01	59,578	-	59,578
October-01	274,203	180,709	454,912
September-01	227,886	205,739	433,624
August-01	193,974	238,133	432,107
July-01	297,960	237,416	535,376
June-01	352,497	240,779	593,275
May-01	327,134	556,909	884,043
April-01	321,595	242,404	564,000
March-01	286,132	242,404	528,537
February-01	268,077	243,287	511,364
January-01	88,507	249,810	338,318
	<u>\$ 2,787,454</u>	<u>\$ 2,717,235</u>	<u>\$ 5,504,690</u>

NONPUBLIC DOCUMENT
CONTAINS TRADE SECRET DATA

McLeod Checks

<u>Check #</u>	<u>Total Amount</u>	<u>Check Date</u>
4000866	362.42	01/23/2001
4001109	27,988.78	02/02/2001
4001356	221,821.63	02/08/2001
4001579	199.67	02/22/2001
4001950	243,286.79	03/06/2001
4002008	1,509.20	03/08/2001
4002211	1,515.90	03/13/2001
4002249	389.89	03/13/2001
4002397	148,342.82	03/15/2001
4002847	229,301.89	03/27/2001
4003186	120,095.51	04/05/2001
4003679	127,359.17	04/19/2001
4003680	7,673.39	04/19/2001
4003855	61.29	04/26/2001
4003943	29,814.97	04/26/2001
4003944	26,290.31	04/26/2001
4003945	235,295.00	04/26/2001
4004209	68,003.94	05/03/2001
4004210	6,771.29	05/03/2001
4004423	555,230.43	05/08/2001
4004869	7,109.44	05/17/2001
4004991	2,933.47	05/25/2001
4005070	324,873.02	05/25/2001
4005071	556,957.58	05/25/2001
4005413	392.00	06/06/2001
4005415	61.41	06/06/2001
4005909	392.00	06/19/2001
4006160	1,523.02	06/26/2001
4006191	240,778.76	06/26/2001
4006440	1.48	07/02/2001
4007134	146,497.34	07/24/2001
4007254	1,527.03	07/26/2001
4007362	392.00	07/26/2001
4007363	51,041.23	07/26/2001
4007647	180,210.75	08/02/2001
4007648	237,416.03	08/02/2001
4007825	5,874.76	08/07/2001
4008017	295,459.65	08/09/2001
4008666	1,545.41	08/28/2001
4009194	238,133.16	09/06/2001
4009653	51.97	09/25/2001
4009810	138,871.79	09/25/2001
4010063	392.00	10/02/2001
4010064	29,464.34	10/02/2001
4010230	205,738.58	10/04/2001
4010390	171,723.06	10/09/2001
4011284	2,091.06	10/25/2001
4011285	232,324.14	10/25/2001
4011590	392.00	11/01/2001
4011591	29,445.44	11/01/2001

NONPUBLIC DOCUMENT
CONTAINS TRADE SECRET DATA

4011592	104,035.77	11/01/2001
4012043	1,514.29	11/13/2001
4012319	76,673.61	11/16/2001
4012496	13,453.00	11/20/2001
4012720	392.00	11/27/2001
4012949	34,200.38	12/04/2001
4013644	39,201.43	12/18/2001
4013645	16,552.18	12/18/2001
4013752	1,456.38	12/20/2001
4013987	35,495.45	12/27/2001
4014123	27,868.91	01/03/2002
4014297	1,405.65	01/08/2002
4014445	51,286.42	01/10/2002
4014606	79,190.73	01/15/2002
4015706	340.82	02/14/2002
4015820	56.65	02/15/2002
4015821	14,458.61	02/15/2002
4016193	453.66	02/26/2002
	<u>\$ 5,652,964.15</u>	

NONPUBLIC DOCUMENT
CONTAINS TRADE SECRET DATA

ACNA	Bill Date	Load Date	Total Current Charges	Claim Amount	Total Paid	Check No	Check Date	INVOICE NO
LGT	10/05/2001	10/30/2001	\$ 5,347.46	\$ -	\$ 5,347.46	4011592	11/01/2001	9931414
LGT	09/05/2001	09/20/2001	5,351.13	3.67	5,347.46	4010230	10/04/2001	9572476
LGT	08/07/2001	08/14/2001	7,113.06	3.62	7,109.44	4009194	09/06/2001	9226456
LGT	07/06/2001	07/24/2001	7,113.01	3.57	7,109.44	4007648	08/02/2001	8890774
LGT	06/05/2001	06/22/2001	7,347.24	237.80	7,109.44	4006191	06/26/2001	8564868
LGT	05/07/2001	05/23/2001	7,343.73	-	22,962.79	4005071	05/25/2001	8252293
LGT	04/05/2001	05/16/2001	7,445.33	335.89	7,109.44	4004869	05/17/2001	7941265
SPA	03/06/2001	04/04/2001	7,445.25	335.81	7,109.44	4003186	04/05/2001	7625000
SPA	02/06/2001	03/05/2001	7,440.29	-	7,440.29	4001950	03/06/2001	7333433
SPA	01/05/2001	02/07/2001	7,330.34	220.90	7,109.44	4001356	02/08/2001	7052257
			\$ 69,276.84	\$ 1,141.26	\$ 83,754.64			

NONPUBLIC DOCUMENT
CONTAINS TRADE SECRET DATA

<u>ACNA</u>	<u>Bill Date</u>	<u>Load Date</u>	<u>Total Current Charges</u>	<u>Claim Amount</u>	<u>Total Paid</u>	<u>Check No</u>	<u>Check Date</u>	<u>INVOICE NO</u>
LTL	12/31/2001	02/21/2002	\$ 453.66	\$ -	\$ 453.66	4016193	02/26/2002	CLEAN UP BAL
LTL	12/04/2001	01/11/2002	193.72	-	193.72	4014606	01/15/2002	733803
LTL	06/05/2001	06/29/2001	3.24	1.76	1.48	4006440	07/02/2001	8565035
LTL	05/07/2001	05/29/2001	62.24	0.83	61.41	4005415	06/06/2001	8252456
LTL	04/05/2001	05/23/2001	48.57	-	48.57	4005071	05/25/2001	7941425
			\$ 761.43	\$ 2.59	\$ 758.84			

NONPUBLIC DOCUMENT
CONTAINS TRADE SECRET DATA

<u>ACNA</u>	<u>Bill Date</u>	<u>Load Date</u>	<u>Total Current Charges</u>	<u>Claim Amount</u>	<u>Total Paid</u>	<u>Check No</u>	<u>Check Date</u>	<u>INVOICE NO</u>
LTL	12/04/2001	01/11/2002	\$ 12,486.86	\$ -	\$ 12,486.86	4014606	01/15/2002	733640
LTL	10/05/2001	11/13/2001	12,771.75	284.89	7,550.91	4012319	11/16/2001	9931419
LTL	09/05/2001	09/20/2001	22,284.16	444.50	21,839.66	4010230	10/04/2001	9572481
LTL	08/07/2001	08/14/2001	28,426.71	437.93	27,988.78	4009194	09/06/2001	9226461
LTL	07/06/2001	07/24/2001	28,420.24	431.46	27,988.78	4007648	08/02/2001	8890779
LTL	06/05/2001	06/22/2001	28,764.12	775.34	27,988.78	4006191	06/26/2001	8564873
LTL	05/07/2001	05/23/2001	27,988.78	-	51,689.45	4005071	05/25/2001	8252298
LTL	04/05/2001	04/24/2001	27,988.78	-	27,988.78	4003945	04/26/2001	7941265
LTL	03/06/2001	04/04/2001	27,988.78	-	27,988.78	4003186	04/05/2001	7625005
LTL	02/06/2001	03/05/2001	27,988.78	-	27,988.78	4001950	03/06/2001	7333438
LTL	01/05/2001	01/31/2001	27,988.78	-	27,988.78	4001109	02/02/2001	7052262
			\$ 273,097.74	\$ 2,374.12	\$ 289,488.34			

NONPUBLIC DOCUMENT
CONTAINS TRADE SECRET DATA

ACNA	Bill Date	Load Date	Total Current Charges	Claim Amount	Total Paid	Check No	Check Date	INVOICE NO
LGT	10/05/2001	10/30/2001	\$ 21,587.74	\$ 307.09	\$ 21,280.65	4011592	11/01/2001	9931423
LGT	09/05/2001	09/20/2001	21,855.71	575.06	21,280.65	4010230	10/04/2001	9572485
LGT	08/07/2001	08/14/2001	31,812.15	566.56	31,245.59	4009194	09/06/2001	9226465
LGT	07/06/2001	07/31/2001	31,809.84	564.25	31,245.59	4007648	08/02/2001	8890783
LGT	06/05/2001	06/22/2001	33,697.73	2,041.74	31,655.99	4006191	06/26/2001	8564877
LGT	05/07/2001	05/23/2001	33,924.24	-	132,196.98	4005071	05/25/2001	8252302
LGT	04/05/2001	04/24/2001	34,747.45	2,522.46	32,224.99	4003945	04/26/2001	7941269
LGT	03/06/2001	03/26/2001	34,712.02	2,487.03	32,224.99	4002847	03/27/2001	7625009
LTL	02/06/2001	03/05/2001	34,322.18	1,972.19	32,349.99	4001950	03/06/2001	7333442
LTL	01/05/2001	02/07/2001	34,293.04	1,943.05	32,349.99	4001356	02/08/2001	7052266
			\$ 312,762.10	\$ 12,979.43	\$ 398,055.41			

NONPUBLIC DOCUMENT
CONTAINS TRADE SECRET DATA

ACNA	Bill Date	Load Date	Total Current Charges	Claim Amount	Total Paid	Check No	Check Date	INVOICE NO
LTL	10/05/2001	11/13/2001	\$ 5,721.05	\$ -	\$ 4,721.36	4012319	11/16/2001	9931446
LTL	09/05/2001	09/20/2001	5,721.05	-	5,721.05	4010230	10/04/2001	9572508
LTL	08/07/2001	08/14/2001	8,313.59	-	8,313.59	4009194	09/06/2001	9226488
LTL	07/06/2001	07/24/2001	8,313.59	-	6,566.85	4007648	08/02/2001	8890806
LTL	06/05/2001	06/22/2001	8,721.85	408.26	8,313.59	4006191	06/26/2001	8564900
LTL	05/07/2001	05/23/2001	10,124.44	-	27,217.53	4005071	05/25/2001	8252324
LTL	04/05/2001	04/24/2001	10,853.53	556.94	10,296.59	4003945	04/26/2001	7941292
LTL	03/06/2001	04/04/2001	10,845.30	548.71	10,296.59	4003186	04/05/2001	7625031
LTL	02/06/2001	03/05/2001	10,685.02	388.43	10,296.59	4001950	03/06/2001	7333464
LTL	01/05/2001	02/07/2001	10,679.28	382.69	10,296.59	4001356	02/08/2001	7052289
			\$ 89,978.70	\$ 2,285.03	\$ 102,040.33			

NONPUBLIC DOCUMENT
CONTAINS TRADE SECRET DATA

<u>ACNA</u>	<u>Bill Date</u>	<u>Load Date</u>	<u>Total Current Charges</u>	<u>Claim Amount</u>	<u>Total Paid</u>	<u>Check No.</u>	<u>Check</u>	<u>INVOICE NO</u>
SPA	10/05/2001	11/13/2001	\$ 73,820.10	\$ -	\$ 64,401.34	4012319	11/13/2001	9931490
SPA	09/05/2001	09/20/2001	73,820.10	-	73,820.10	4010230	10/05/2001	9572553
SPA	08/07/2001	08/14/2001	73,820.10	-	73,820.10	4009194	09/05/2001	9226534
SPA	07/06/2001	07/24/2001	73,820.10	-	73,527.51	4007648	07/24/2001	8890851
SPA	06/05/2001	06/22/2001	76,227.61	2,407.51	73,820.10	4006191	06/22/2001	8564944
SPA	05/07/2001	05/23/2001	74,700.70	-	160,500.47	4005071	05/23/2001	8252369
SPA	04/05/2001	04/24/2001	74,700.70	-	74,700.70	4003945	04/26/2001	7941337
SPA	03/06/2001	04/04/2001	74,700.70	-	74,700.70	4003186	04/05/2001	7625076
SPA	02/06/2001	03/05/2001	74,927.20	-	74,927.20	4001950	03/06/2001	7333509
SPA	01/05/2001	02/07/2001	74,927.20	-	74,927.20	4001356	02/08/2001	7052333
			\$ 745,464.51	\$ 2,407.51	\$ 819,145.42			

NONPUBLIC DOCUMENT
CONTAINS TRADE SECRET DATA

ACNA	Bill Date	Load Date	Total Current Charges	Claim Amount	Total Paid	Check No	Check Date	INVOICE NO
LGT	12/04/2001	01/11/2002	\$ 66,672.67	\$ 162.52	\$ 66,510.15	4014606	01/15/2002	733730
LGT	10/05/2001	10/30/2001	78,347.27	939.61	77,407.66	4011592	11/01/2001	9931509
LGT	09/05/2001	09/20/2001	79,153.58	1,423.92	77,729.66	4010230	10/04/2001	9572571
LGT	08/07/2001	08/14/2001	91,078.08	1,422.42	89,655.66	4009194	09/06/2001	9226552
LGT	07/06/2001	07/31/2001	92,392.75	1,414.89	90,977.86	4007648	08/02/2001	8890869
LGT	06/05/2001	06/22/2001	94,325.99	2,435.13	91,890.86	4006191	06/26/2001	8564962
LGT	05/07/2001	05/23/2001	100,335.71	-	162,341.79	4005071	05/25/2001	8252387
LGT	04/05/2001	04/24/2001	90,083.94	-	90,083.94	4003945	04/26/2001	7941355
LGT	03/06/2001	03/26/2001	90,083.94	-	90,083.94	4002847	03/27/2001	7625094
SPA	02/06/2001	03/05/2001	90,283.94	-	90,283.94	4001950	03/06/2001	7333526
SPA	01/05/2001	02/07/2001	97,138.41	-	97,138.41	4001356	02/08/2001	7052350
			\$ 969,896.28	\$ 7,798.49	\$ 1,024,103.87			

NONPUBLIC DOCUMENT
CONTAINS TRADE SECRET DATA

<u>ACNA</u>	<u>Bill Date</u>	<u>Lead Date</u>	<u>Total Current Charges</u>	<u>Claim Amount</u>	<u>Total Paid</u>	<u>Check No</u>	<u>Check Date</u>	<u>INVOICE NO</u>
NWO	12/15/2001	01/08/2002	\$ 583.96	\$ 20.30	\$ 563.66	4014445	01/10/2002	09010037D01349
NWO	11/15/2001	01/04/2002	638.60	9.03	629.57	4014297	01/08/2002	09010037D01319
NWO	10/15/2001	01/04/2002	781.12	5.04	776.08	4014297	01/08/2002	09010037D01288
NWO	09/15/2001	02/13/2002	340.82	-	340.82	4015706	02/14/2002	1227
			\$ 2,344.50	\$ 34.37	\$ 2,310.13			

NONPUBLIC DOCUMENT
CONTAINS TRADE SECRET DATA

<u>ACNA</u>	<u>Bill Date</u>	<u>Load Date</u>	<u>Total Current Charges</u>	<u>Claim Amount</u>	<u>Total Paid</u>	<u>Check No</u>	<u>Check Date</u>	<u>INVOICE NO</u>
LGT	12/15/2001	01/08/2002	\$ 97.61	\$ -	\$ 97.61	4014445	01/10/2002	09010432B01349
LGT	11/15/2001	01/08/2002	128.06	-	128.06	4014445	01/10/2002	09010432B01319
LGT	10/15/2001	12/07/2001	334.32	-	334.32	4013244	12/11/2001	09010432B01288
LGT	09/15/2001	11/30/2001	79.75	-	79.75	4012949	12/04/2001	09010432B01258
LGT	08/15/2001	11/30/2001	646.63	-	646.63	4012949	12/04/2001	09010432B01227
			\$ 1,286.37	\$ -	\$ 1,286.37			

NONPUBLIC DOCUMENT
CONTAINS TRADE SECRET DATA

<u>ACNA</u>	<u>Bill Date</u>	<u>Load Date</u>	<u>Total Current Charges</u>	<u>Claim Amount</u>	<u>Total Paid</u>	<u>Check No</u>	<u>Check Date</u>	<u>INVOICE NO</u>
LGT	12/15/2001	01/08/2002	\$ 23,980.33	\$ -	\$ 23,980.33	4014445	01/10/2002	09010432D01349
LGT	11/15/2001	01/08/2002	26,516.76	-	26,516.76	4014445	01/10/2002	09010432D01319
LGT	10/15/2001	12/07/2001	38,475.11	-	38,475.11	4013244	12/11/2001	09010432D01288
LGT	09/15/2001	11/30/2001	11,001.95	-	11,001.95	4012949	12/04/2001	09010432D01258
LGT	08/15/2001	11/30/2001	22,472.05	-	22,472.05	4012949	12/04/2001	09010432D01227
			\$ 122,446.20	\$ -	\$ 122,446.20			

NONPUBLIC DOCUMENT
CONTAINS TRADE SECRET DATA

ACNA	Bill Date	Load Date	Total Current Charges	Claim Amount	Total Paid	Check No	Check Date	INVOICE NO
LGT	12/31/2001	02/14/2002	\$ 56.65	\$ -	\$ 56.65	4015820	02/15/2002	CLEAN UP BAL
LGT	12/01/2001	12/14/2001	410.22	18.22	392.00	4013644	12/18/2001	120101
LGT	11/01/2001	11/20/2001	409.95	17.95	392.00	4012720	11/27/2001	110101
LGT	10/01/2001	10/30/2001	412.48	20.48	392.00	4011590	11/01/2001	100101
LGT	09/01/2001	09/25/2001	406.39	14.39	392.00	4010063	10/02/2001	90101
LGT	08/01/2001	10/24/2001	595.78	14.18	581.60	4011284	10/25/2001	80101
LGT	07/01/2001	07/17/2001	405.99	13.99	392.00	4007362	07/26/2001	70101
LGT	06/01/2001	06/15/2001	410.55	18.55	392.00	4005909	06/19/2001	60101
LGT	05/01/2001	05/29/2001	410.27	18.27	392.00	4005413	06/06/2001	50101
LGT	04/01/2001	04/24/2001	434.28	42.28	392.00	4003943	04/26/2001	30101
LGT	03/01/2001	03/26/2001	395.73	39.01	356.72	4002847	03/27/2001	30101
SPA	02/01/2001	03/12/2001	389.89	-	389.89	4002249	03/13/2001	8100010400-2001
SPA	01/01/2001	01/22/2001	400.61	38.19	362.42	4000866	01/23/2001	8100010400-0101
			\$ 5,138.79	\$ 255.51	\$ 4,883.28			

NONPUBLIC DOCUMENT
CONTAINS TRADE SECRET DATA

<u>ACNA</u>	<u>Bill Date</u>	<u>Load Date</u>	<u>Total Current Charges</u>	<u>Claim Amount</u>	<u>Total Paid</u>	<u>Check No</u>	<u>Check Date</u>	<u>INVOICE NO</u>
LGT	12/10/2001	12/21/2001	\$ 15,213.14	\$ 253.50	\$ 14,959.64	4013987	12/27/2001	08060432D01344
LGT	11/10/2001	11/16/2001	13,711.53	258.53	13,453.00	4012496	11/20/2001	08060432D-01314
LGT	10/10/2001	10/23/2001	9,993.13	190.08	9,803.05	4011285	10/25/2001	08060432D-01283
LGT	09/10/2001	02/14/2002	14,458.61	-	14,458.61	4015821	02/15/2002	1253
LGT	08/10/2001	09/20/2001	8,650.09	369.30	8,280.79	4009810	09/25/2001	08060432D-01222
LGT	07/10/2001	07/20/2001	15,656.50	69.11	15,587.39	4008017	08/09/2001	08060432D-01191
LGT	06/10/2001	07/24/2001	19,890.47	220.12	19,670.35	4007363	07/26/2001	08060432D-01161
LGT	05/10/2001	05/22/2001	18,763.32	91.19	17,852.03	4005070	05/25/2001	08060432D-01130
LGT	04/10/2001	05/07/2001	25,960.50	812.65	25,147.85	4004423	05/08/2001	08060432D-01100
LGT	03/10/2001	04/24/2001	14,851.69	580.37	14,271.32	4003943	04/26/2001	08060432D-01069
LGT	02/10/2001	04/24/2001	9,187.69	516.04	8,671.65	4003943	04/26/2001	08060432D-01041
LGT	01/10/2001	04/24/2001	6,886.06	406.06	6,480.00	4003943	04/26/2001	08060432D-01010
			<u>\$ 173,222.73</u>	<u>\$ 4,587.05</u>	<u>\$ 168,635.68</u>			

NONPUBLIC DOCUMENT
CONTAINS TRADE SECRET DATA

<u>ACNA</u>	<u>Bill Date</u>	<u>Load Date</u>	<u>Total Current Charges</u>	<u>Claim Amount</u>	<u>Total Paid</u>	<u>Check No</u>	<u>Check Date</u>	<u>INVOICE NO</u>
LGT	12/10/2001	12/28/2001	\$ 1.10	\$ -	\$ 1.10	4014123	01/03/2002	0803432FGB01344
LGT	10/10/2001	10/23/2001	41.51	-	41.51	4011285	10/25/2001	0803432FGB01283
LGT	09/10/2001	10/30/2001	121.18	-	121.18	4011591	11/01/2001	0803432FGB01253
LGT	08/10/2001	09/21/2001	249.02	-	249.02	4009810	09/25/2001	0803432FGB01222
LGT	07/10/2001	07/20/2001	431.04	-	431.04	4008017	08/09/2001	0803432FGB-0119
LGT	06/10/2001	07/20/2001	891.31	-	891.31	4007134	07/24/2001	0803432FGB-0116
LGT	04/10/2001	05/07/2001	229.96	-	229.96	4004423	05/08/2001	0803432FGB-0110
LGT	03/10/2001	04/18/2001	143.69	-	143.69	4003679	04/19/2001	0803432FGB-0106
LGT	02/10/2001	04/18/2001	188.02	-	188.02	4003679	04/19/2001	080432FGB-01041
			<u>\$ 2,296.83</u>	<u>\$ -</u>	<u>\$ 2,296.83</u>			

NONPUBLIC DOCUMENT
CONTAINS TRADE SECRET DATA

<u>ACNA</u>	<u>Bill Date</u>	<u>Load Date</u>	<u>Total Current Charges</u>	<u>Claim Amount</u>	<u>Total Paid</u>	<u>Check No</u>	<u>Check Date</u>	<u>INVOICE NO</u>
LGT	12/10/2001	12/28/2001	\$ 27,867.81	\$ -	\$ 27,867.81	4014123	01/03/2002	08030432D01344
LGT	10/10/2001	10/23/2001	25,713.54	-	25,713.54	4011285	10/25/2001	08030432D01283
LGT	09/10/2001	10/30/2001	18,672.96	-	18,672.96	4011591	11/01/2001	0803432FGD01253
LGT	08/10/2001	09/25/2001	15,615.69	-	15,615.69	4010064	10/02/2001	0803432FGD01222
LGT	06/10/2001	07/24/2001	31,370.88	-	31,370.88	4007363	07/26/2001	0803432FGD-0116
LGT	05/10/2001	05/22/2001	2,631.66	-	2,631.66	4005070	05/25/2001	0803432FGD-0113
LGT	04/10/2001	04/24/2001	10,813.02	-	10,813.02	4003944	04/26/2001	0803432FGD-0110
LGT	03/10/2001	04/24/2001	7,130.15	-	7,130.15	4003944	04/26/2001	0803432FGD-0111
LGT	02/10/2001	04/24/2001	8,347.14	-	8,347.14	4003944	04/26/2001	0803432FGD-0112
LGT	01/10/2001	04/18/2001	6,706.87	-	6,706.87	4003679	04/19/2001	0803432FGD-0101
			\$ 154,869.72	\$ -	\$ 154,869.72			

NONPUBLIC DOCUMENT
CONTAINS TRADE SECRET DATA

ACNA	Bill Date	Load Date	Total Current Charges	Claim Amount	Total Paid	Check No	Check Date	INVOICE NO
LGT	12/10/2001	12/21/2001	\$ 0.80	\$ -	\$ 0.80	4013987	12/27/2001	08040432B01344
LGT	11/10/2001	12/14/2001	0.03	-	0.03	4013645	12/18/2001	08040432B01314
LGT	10/10/2001	10/23/2001	0.08	-	0.08	4011285	10/25/2001	08040432B01283
LGT	09/10/2001	10/05/2001	34.01	-	34.01	4010390	10/09/2001	0804432FGB-0125
LGT	08/10/2001	09/25/2001	2,300.71	-	2,300.71	4010064	10/02/2001	0804432FGB01222
LGT	07/10/2001	08/03/2001	5,763.61	-	5,763.61	4008017	08/09/2001	0804432FGB-0119
LGT	06/10/2001	08/03/2001	5,874.76	-	5,874.76	4007825	08/07/2001	0804432FGB-0116
LGT	05/10/2001	05/22/2001	5,479.90	-	5,479.90	4005070	05/25/2001	0804432FGB-0113
LGT	04/10/2001	04/30/2001	6,771.29	-	6,771.29	4004210	05/03/2001	0804432FGB-0110
LGT	03/10/2001	04/18/2001	7,673.39	-	7,673.39	4003680	04/19/2001	0804432FGB-0106
LGT	02/10/2001	03/26/2001	6,099.11	-	6,099.11	4002847	03/27/2001	0804432FGB01041
LGT	01/10/2001	03/26/2001	5,646.62	-	5,646.62	4002847	03/27/2001	0804432FGB01010
			\$ 45,644.31	\$ -	\$ 45,644.31			

NONPUBLIC DOCUMENT
CONTAINS TRADE SECRET DATA

<u>ACNA</u>	<u>Bill Date</u>	<u>Load Date</u>	<u>Total Current Charges</u>	<u>Claim Amount</u>	<u>Total Paid</u>	<u>Check No</u>	<u>Check Date</u>	<u>INVOICE NO</u>
LGT	12/10/2001	12/21/2001	\$ 20,535.01	\$ -	\$ 20,535.01	4013987	12/27/2001	08040432D01344
LGT	11/10/2001	12/14/2001	16,552.15	-	16,552.15	4013645	12/18/2001	08040432D01314
LGT	10/10/2001	10/23/2001	15,876.31	-	15,876.31	4011285	10/25/2001	08040432D01283
LGT	09/10/2001	10/30/2001	14,776.35	-	10,651.30	4011591	11/01/2001	0804432FGD01253
LGT	08/10/2001	09/25/2001	11,547.94	-	11,547.94	4010064	10/02/2001	0804432FGD01222
LGT	07/10/2001	07/20/2001	16,692.52	-	48,712.12	4008017	08/09/2001	0804432FGD-0119
			<u>\$ 95,980.28</u>	<u>\$ -</u>	<u>\$ 123,874.83</u>			

NONPUBLIC DOCUMENT
CONTAINS TRADE SECRET DATA

<u>ACNA</u>	<u>Bill Date</u>	<u>Load Date</u>	<u>Total Current Charges</u>	<u>Claim Amount</u>	<u>Total Paid</u>	<u>Check No</u>	<u>Check Date</u>	<u>INVOICE NO</u>
LGT	10/10/2001	10/23/2001	\$ 797.21	\$ -	\$ 797.21	4011285	10/25/2001	08000432B-01283
LGT	09/10/2001	10/05/2001	597.11	-	597.11	4010390	10/09/2001	0800432FGB-0125
LGT	08/10/2001	09/21/2001	612.05	-	612.05	4009810	09/25/2001	0800432FGB-0122
LGT	07/10/2001	07/20/2001	1,409.26	-	1,409.26	4008017	08/09/2001	0800432FGB-0119
LGT	06/10/2001	07/20/2001	1,225.65	-	1,225.65	4007134	07/24/2001	0800432FGB-0116
LGT	05/10/2001	05/22/2001	1,071.62	-	1,071.62	4005070	05/25/2001	0800432FGB-0113
LGT	04/10/2001	05/07/2001	1,184.02	-	1,184.02	4004423	05/08/2001	0800432FGB-0110
LGT	03/10/2001	04/18/2001	1,127.98	-	1,127.98	4003679	04/19/2001	0800432FGB-0106
LGT	02/10/2001	03/14/2001	904.08	-	904.08	4002397	03/15/2001	0800432FGD01041
LGT	01/10/2001	03/14/2001	717.87	-	717.87	4002397	03/15/2001	0800432-FGB0101
			\$ 9,646.85	\$ -	\$ 9,646.85			

NONPUBLIC DOCUMENT
CONTAINS TRADE SECRET DATA

<u>ACNA</u>	<u>Bill Date</u>	<u>Load Date</u>	<u>Total Current Charges</u>	<u>Claim Amount</u>	<u>Total Paid</u>	<u>Check No</u>	<u>Check Date</u>	<u>INVOICE NO</u>
LGT	10/10/2001	10/23/2001	\$ 115,443.54	\$ 2,678.65	\$ 112,764.89	4011285	10/25/2001	0800432FGD01283
LGT	09/10/2001	10/05/2001	112,097.94	-	112,097.94	4010390	10/09/2001	0800432FGD-0125
LGT	08/10/2001	09/20/2001	81,150.74	1,994.27	79,156.47	4009810	09/25/2001	0800432FGD-0122
LGT	07/10/2001	07/27/2001	142,138.94	2,965.80	139,173.14	4008017	08/09/2001	0800432FGD-0119
LGT	06/10/2001	07/27/2001	183,879.47	3,668.72	180,210.75	4007647	08/02/2001	0800432FGD-0116
LGT	05/10/2001	05/22/2001	173,351.27	-	173,351.27	4005070	05/25/2001	0800432FGD-0111
LGT	04/10/2001	05/07/2001	163,737.70	-	163,737.70	4004423	05/08/2001	0800432FGD-0110
LGT	03/10/2001	05/07/2001	144,742.26	-	144,742.26	4004423	05/08/2001	0800432FGD-0106
LGT	02/10/2001	03/14/2001	146,720.87	-	146,720.87	4002397	03/15/2001	0800432FGD01041
LGT	01/10/2001	04/18/2001	119,192.61	-	119,192.61	4003679	04/19/2001	0800432FGD-0101
			\$ 1,382,455.34	\$ 11,307.44	\$ 1,371,147.90			

NONPUBLIC DOCUMENT
CONTAINS TRADE SECRET DATA

ACNA	Bill Date	Load Date	Total Current Charges	Claim Amount	Total Paid	Check No	Check Date	INVOICE NO
LGT	10/10/2001	10/23/2001	\$ 67,327.55	\$ -	\$ 67,327.55	4011285	10/25/2001	08010432D-01283
LGT	09/10/2001	10/05/2001	58,994.00	-	58,994.00	4010390	10/09/2001	0801432FGD-0125
LGT	08/10/2001	09/20/2001	50,573.46	-	50,573.46	4009810	09/25/2001	0801432FGD01222
LGT	07/10/2001	07/24/2001	84,383.09	-	84,383.09	4008017	08/09/2001	0801432FGD-0119
LGT	06/10/2001	07/20/2001	144,380.38	-	144,380.38	4007134	07/24/2001	0801432FGD-0116
LGT	05/10/2001	05/22/2001	124,486.54	-	124,486.54	4005070	05/25/2001	0801432FGD-0113
LGT	04/10/2001	05/07/2001	111,409.85	-	111,409.85	4004423	05/08/2001	0801432FGD-0110
LGT	03/10/2001	05/07/2001	108,778.79	-	108,778.79	4004423	05/08/2001	0801432FGD-0106
LGT	02/10/2001	03/26/2001	94,890.51	-	94,890.51	4002847	03/27/2001	0801432FGD01041
LGT	01/10/2001	04/30/2001	68,003.94	-	68,003.94	4004209	05/03/2001	0801432FGD-0101
			\$ 913,228.11	\$ -	\$ 913,228.11			

NONPUBLIC DOCUMENT
CONTAINS TRADE SECRET DATA

ACNA	Bill Date	Load Date	Total Current Charges	Claim Amount	Total Paid	Check No	Check Date	INVOICE NO
LGT	12/01/2001	12/19/2001	\$ 1,494.80	\$ 38.42	\$ 1,456.38	4013752	12/20/2001	2766
LGT	11/01/2001	11/09/2001	1,495.66	39.28	1,456.38	4012043	11/13/2001	2675
LGT	10/01/2001	10/19/2001	1,508.98	52.60	1,456.38	4011084	10/23/2001	2579
LGT	08/01/2001	08/14/2001	1,485.00	28.62	1,456.38	4008666	08/28/2001	2399
LGT	07/01/2001	07/20/2001	1,486.23	29.85	1,456.38	4007254	07/26/2001	2305
LGT	06/01/2001	06/22/2001	1,496.38	40.00	1,456.38	4006160	06/26/2001	2213
LGT	05/01/2001	05/22/2001	1,480.22	23.84	1,456.38	4004991	05/25/2001	2121
LGT	04/01/2001	05/22/2001	1,487.71	31.33	1,456.38	4004991	05/25/2001	2029
LGT	03/01/2001	03/12/2001	1,490.09	33.71	1,456.38	4002211	03/13/2001	1938
LGT	02/01/2001	03/07/2001	1,485.64	29.26	1,456.38	4002008	03/08/2001	1849
			\$ 14,910.71	\$ 346.91	\$ 14,563.80			

NONPUBLIC DOCUMENT
CONTAINS TRADE SECRET DATA

ACNA	Bill Date	Load Date	Total Current Charges	Claim Amount	Total Paid	Check No	Check Date	INVOICE NO
NTX	11/01/2001	11/09/2001	\$ 57.91	\$ -	\$ 57.91	4012043	11/13/2001	2717
NTX	10/01/2001	10/19/2001	53.08	-	53.08	4011084	10/23/2001	2621
NTX	09/01/2001	09/20/2001	51.97	-	51.97	4009653	09/25/2001	2528
NTX	08/01/2001	08/14/2001	89.03	-	89.03	4008666	08/28/2001	2440
NTX	07/01/2001	07/20/2001	70.65	-	70.65	4007254	07/26/2001	2346
NTX	06/01/2001	06/22/2001	66.64	-	66.64	4006160	06/26/2001	2253
NTX	05/01/2001	05/22/2001	61.70	-	20.71	4004991	05/25/2001	2161
NTX	04/01/2001	04/24/2001	61.29	-	61.29	4003855	04/26/2001	2070
NTX	03/01/2001	03/12/2001	59.52	-	59.52	4002211	03/13/2001	1976
NTX	02/01/2001	03/07/2001	52.82	-	52.82	4002008	03/08/2001	1888
NTX	01/01/2001	02/20/2001	199.67	-	199.67	4001579	02/22/2001	671
			\$ 824.28	\$ -	\$ 783.29			

Trade Secret Data Ends]

NONPUBLIC DOCUMENT
CONTAINS TRADE SECRET DATA

Idaho Public Utilities Commission
Office of the Secretary
RECEIVED

AUG 16 2007

Boise, Idaho

Deanhardt, C. - Exhibit 66

Case No. QWE-T-06-17

AT&T

McCleod & Cap Rock
Current Charges & Payments
2000
[TRADE SECRET DATA BEGINS
Current Charges

Month	Type of Service		Total
	Usage	Private Line	
December-00	\$ 377,910	\$ 414,517	\$ 792,427
November-00	286,167	410	286,577
October-00	392,341	192,660	585,001
	<u>\$ 1,056,418</u>	<u>\$ 607,588</u>	<u>\$ 1,664,005</u>

Payments

Month	Type of Service		Total
	Usage	Private Line	
December-00	377,635	\$ 414,337	\$ 791,972
November-00	282,805	392	283,197
October-00	389,467	175,754	565,221
	<u>\$ 1,049,907</u>	<u>\$ 590,483</u>	<u>\$ 1,640,390</u>

BAN	Invoice #	Bill Date	Current Charges	Claim Amount	Paid Amount	Paid Date	Check #
81000104003	100101	01-Oct-01	\$ 412.48	\$ 20.48	\$ 392.00	01-Nov-01	4011590
2803108	9931414	05-Oct-01	5,347.46	-	5,347.46	01-Nov-01	4011592
LITEL	9931419	05-Oct-01	12,771.75	284.89	7,550.91	16-Nov-01	4012319
LITELIC	9931423	05-Oct-01	21,587.74	307.09	21,280.65	01-Nov-01	4011592
LITELC	9931446	05-Oct-01	5,721.05	-	4,721.36	16-Nov-01	4012319
QWEST1	9931490	05-Oct-01	73,820.10	-	64,401.34	16-Nov-01	4012319
QWEST2	9931509	05-Oct-01	78,347.27	939.61	77,407.66	01-Nov-01	4011592
34480432D3	08170432D01283	10-Oct-01	72.75	-	72.75	11-Dec-01	4013244
77650037D3	08030037D-01283	10-Oct-01	8.11	-	8.11	11-Dec-01	4013244
73930037D3	08000037D	10-Oct-01	30.82	-	30.82	08-Jan-02	4014297
73930432D1	1253	10-Oct-01	112,097.94	-	112,097.94	15-Feb-02	4015821
74070432D3	08060432D-01283	10-Oct-01	9,993.13	190.08	9,803.05	25-Oct-01	4011285
7765432BM3	0803432FGB01283	10-Oct-01	41.51	-	41.51	25-Oct-01	4011285
7765432DM3	08030432D01283	10-Oct-01	25,713.54	-	25,713.54	25-Oct-01	4011285
7767432BM3	08040432B01283	10-Oct-01	0.08	-	0.08	25-Oct-01	4011285
7767432DM3	08040432D01283	10-Oct-01	15,876.31	-	15,876.31	25-Oct-01	4011285
OFC0432BM1	08000432B-01283	10-Oct-01	797.21	-	797.21	25-Oct-01	4011285
OFC0432DM1	0800432FGD01283	10-Oct-01	115,443.54	2,678.65	112,764.89	25-Oct-01	4011285
OIN0432DM1	08010432D-01283	10-Oct-01	67,327.55	-	67,327.55	25-Oct-01	4011285
00377270D0	09010037D01288	15-Oct-01	781.12	5.04	776.08	08-Jan-02	4014297
04327270B0	09010432B01288	15-Oct-01	334.32	-	334.32	11-Dec-01	4013244
04327270D0	09010432D01288	15-Oct-01	38,475.11	-	38,475.11	11-Dec-01	4013244
81000104003	110101	01-Nov-01	409.95	17.95	392.00	27-Nov-01	4012720
34480432D3	1283	10-Nov-01	73.12	-	73.12	15-Feb-02	4015821
77650037D3	1314	10-Nov-01	26.09	-	26.09	15-Feb-02	4015821
77650432B3	08030432B01314	10-Nov-01	1.35	-	1.35	08-Jan-02	4014297
77650432D3	08030432D01314	10-Nov-01	26,595.85	-	26,595.85	08-Jan-02	4014297
73930432B1	08000432B01314	10-Nov-01	939.59	-	939.59	08-Jan-02	4014297
73930432D1	08000432D01314	10-Nov-01	127,601.95	3,094.44	124,507.51	08-Jan-02	4014297
74070432D3	08060432D-01314	10-Nov-01	13,711.53	258.53	13,453.00	20-Nov-01	4012496
77010432B3	1314	10-Nov-01	37.20	-	37.20	15-Feb-02	4015821
7767432BM3	08040432B01314	10-Nov-01	0.03	-	0.03	18-Dec-01	4013645
7767432DM3	08040432D01314	10-Nov-01	16,552.15	-	16,552.15	18-Dec-01	4013645
61580432D1	08010432D01314	10-Nov-01	73,344.92	-	73,344.92	08-Jan-02	4014297
00377270D0	09010037D01319	15-Nov-01	638.60	9.03	629.57	08-Jan-02	4014297
04327270B0	09010432B01319	15-Nov-01	128.06	-	128.06	10-Jan-02	4014445
04327270D0	09010432D01319	15-Nov-01	26,516.76	-	26,516.76	10-Jan-02	4014445
81000104003	120101	01-Dec-01	410.22	18.22	392.00	18-Dec-01	4013644
2804064	733711	04-Dec-01	74,786.12	-	74,786.12	26-Feb-02	4016193
3205226	733730	04-Dec-01	10,997.27	-	10,997.27	26-Feb-02	4016193
3319287	733803	04-Dec-01	193.72	-	193.72	15-Jan-02	4014606
LITEL	733640	04-Dec-01	12,486.86	-	12,486.86	15-Jan-02	4014606
QWEST2	733730	04-Dec-01	66,672.67	162.52	66,510.15	15-Jan-02	4014606
34480432D3	08170432D01344	10-Dec-01	68.79	-	68.79	03-Jan-02	4014123
73930037D3	1314	10-Dec-01	150.41	-	150.41	14-Feb-02	4015706
73930432B1	08000432B	10-Dec-01	2,778.77	-	2,778.77	01-Mar-02	4016305
73930432D1	08000432D-01344	10-Dec-01	127,308.13	-	127,308.13		
74070432D3	08060432D01344	10-Dec-01	15,213.14	253.50	14,959.64	27-Dec-01	4013987
77010432B3	08100432B01344	10-Dec-01	1.56	0.93	0.63	03-Jan-02	4014123
7765432BM3	0803432FGB01344	10-Dec-01	1.10	-	1.10	03-Jan-02	4014123
7765432DM3	08030432D01344	10-Dec-01	27,867.81	-	27,867.81	03-Jan-02	4014123
7767432BM3	08040432B01344	10-Dec-01	0.80	-	0.80	27-Dec-01	4013987
7767432DM3	08040432D01344	10-Dec-01	20,535.01	-	20,535.01	27-Dec-01	4013987
61580432D1	08010432D01344	10-Dec-01	72,891.67	-	72,891.67	12-Mar-02	4016789
00377270D0	09010037D01349	15-Dec-01	583.96	20.30	563.66	10-Jan-02	4014445
04327270B0	09010432B01349	15-Dec-01	97.61	-	97.61	10-Jan-02	4014445
04327270D0	09010432D01349	15-Dec-01	23,980.33	-	23,980.33	10-Jan-02	4014445
81000104003	CLEAN UP BAL	31-Dec-01	56.65	-	56.65	15-Feb-02	4015820
MCLEOD OUT OF REGION		31-Dec-01	334,891.00	-	334,891.00	07-Mar-02	4016598
3319287	CLEAN UP BAL	31-Dec-01	453.66	-	453.66	26-Feb-02	4016193
			\$ 1,664,005.30	\$ 8,261.26	\$ 1,640,389.64		

BAN	Invoice #	Bill Date	Current Charges	Claim Amount	Paid Amount	Paid Date	Check #
2803108	9931414	05-Oct-01	5,347.46	-	5,347.46	01-Nov-01	4011592
34480432D3	08170432D01283	10-Oct-01	72.75	-	72.75	11-Dec-01	4013244
77650037D3	08030037D-01283	10-Oct-01	8.11	-	8.11	11-Dec-01	4013244
73930037D3	08000037D	10-Oct-01	30.82	-	30.82	08-Jan-02	4014297
73930432D1	1253	10-Oct-01	112,097.94	-	112,097.94	15-Feb-02	4015821
74070432D3	08060432D-01283	10-Oct-01	9,993.13	190.08	9,803.05	25-Oct-01	4011285
7765432BM3	0803432FGB01283	10-Oct-01	41.51	-	41.51	25-Oct-01	4011285
7765432DM3	08030432D01283	10-Oct-01	25,713.54	-	25,713.54	25-Oct-01	4011285
7767432BM3	08040432B01283	10-Oct-01	0.08	-	0.08	25-Oct-01	4011285
7767432DM3	08040432D01283	10-Oct-01	15,876.31	-	15,876.31	25-Oct-01	4011285
OFC0432BM1	08000432B-01283	10-Oct-01	797.21	-	797.21	25-Oct-01	4011285
OFC0432DM1	0800432FGD01283	10-Oct-01	115,443.54	2,678.65	112,764.89	25-Oct-01	4011285
OIN0432DM1	08010432D-01283	10-Oct-01	67,327.55	-	67,327.55	25-Oct-01	4011285
00377270D0	09010037D01288	15-Oct-01	781.12	5.04	776.08	08-Jan-02	4014297
04327270B0	09010432B01288	15-Oct-01	334.32	-	334.32	11-Dec-01	4013244
04327270D0	09010432D01288	15-Oct-01	38,475.11	-	38,475.11	11-Dec-01	4013244
34480432D3	1283	10-Nov-01	73.12	-	73.12	15-Feb-02	4015821
77650037D3	1314	10-Nov-01	26.09	-	26.09	15-Feb-02	4015821
77650432B3	08030432B01314	10-Nov-01	1.35	-	1.35	08-Jan-02	4014297
77650432D3	08030432D01314	10-Nov-01	26,595.85	-	26,595.85	08-Jan-02	4014297
73930432B1	08000432B01314	10-Nov-01	939.59	-	939.59	08-Jan-02	4014297
73930432D1	08000432D01314	10-Nov-01	127,601.95	3,094.44	124,507.51	08-Jan-02	4014297
74070432D3	08060432D-01314	10-Nov-01	13,711.53	258.53	13,453.00	20-Nov-01	4012496
77010432B3	1314	10-Nov-01	37.20	-	37.20	15-Feb-02	4015821
7767432BM3	08040432B01314	10-Nov-01	0.03	-	0.03	18-Dec-01	4013645
7767432DM3	08040432D01314	10-Nov-01	16,552.15	-	16,552.15	18-Dec-01	4013645
61580432D1	08010432D01314	10-Nov-01	73,344.92	-	73,344.92	08-Jan-02	4014297
00377270D0	09010037D01319	15-Nov-01	638.60	9.03	629.57	08-Jan-02	4014297
04327270B0	09010432B01319	15-Nov-01	128.06	-	128.06	10-Jan-02	4014445
04327270D0	09010432D01319	15-Nov-01	26,516.76	-	26,516.76	10-Jan-02	4014445
2804064	733711	04-Dec-01	74,786.12	-	74,786.12	26-Feb-02	4016193
3205226	733730	04-Dec-01	10,997.27	-	10,997.27	26-Feb-02	4016193
3319287	733803	04-Dec-01	193.72	-	193.72	15-Jan-02	4014606
34480432D3	08170432D01344	10-Dec-01	68.79	-	68.79	03-Jan-02	4014123
73930037D3	1314	10-Dec-01	150.41	-	150.41	14-Feb-02	4015706
73930432B1	08000432B	10-Dec-01	2,778.77	-	2,778.77	01-Mar-02	4016305
73930432D1	08000432D-01344	10-Dec-01	127,308.13	-	127,308.13		
74070432D3	08060432D01344	10-Dec-01	15,213.14	253.50	14,959.64	27-Dec-01	4013987
77010432B3	08100432B01344	10-Dec-01	1.56	0.93	0.63	03-Jan-02	4014123
7765432BM3	0803432FGB01344	10-Dec-01	1.10	-	1.10	03-Jan-02	4014123
7765432DM3	08030432D01344	10-Dec-01	27,867.81	-	27,867.81	03-Jan-02	4014123
7767432BM3	08040432B01344	10-Dec-01	0.80	-	0.80	27-Dec-01	4013987
7767432DM3	08040432D01344	10-Dec-01	20,535.01	-	20,535.01	27-Dec-01	4013987
61580432D1	08010432D01344	10-Dec-01	72,891.67	-	72,891.67	12-Mar-02	4016789
00377270D0	09010037D01349	15-Dec-01	583.96	20.30	563.66	10-Jan-02	4014445
04327270B0	09010432B01349	15-Dec-01	97.61	-	97.61	10-Jan-02	4014445
04327270D0	09010432D01349	15-Dec-01	23,980.33	-	23,980.33	10-Jan-02	4014445
3319287	CLEAN UP BAL	31-Dec-01	453.66	-	453.66	26-Feb-02	4016193
			\$ 1,056,417.56	\$ 6,510.50	\$ 1,049,907.06		

BAN	Invoice #	Bill Date	Current Charges	Claim Amount	Paid Amount	Paid Date	Check #
8.1E+10	100101	01-Oct-01	\$ 412.48	\$ 20.48	\$ 392.00	01-Nov-01	4011590
LITEL	9931419	05-Oct-01	12,771.75	284.89	7,550.91	16-Nov-01	4012319
LITEL1C	9931423	05-Oct-01	21,587.74	307.09	21,280.65	01-Nov-01	4011592
LITELC	9931446	05-Oct-01	5,721.05	-	4,721.36	16-Nov-01	4012319
QWEST1	9931490	05-Oct-01	73,820.10	-	64,401.34	16-Nov-01	4012319
QWEST2	9931509	05-Oct-01	78,347.27	939.61	77,407.66	01-Nov-01	4011592
8.1E+10	110101	01-Nov-01	409.95	17.95	392.00	27-Nov-01	4012720
8.1E+10	120101	01-Dec-01	410.22	18.22	392.00	18-Dec-01	4013644
LITEL	733640	04-Dec-01	12,486.86	-	12,486.86	15-Jan-02	4014606
QWEST2	733730	04-Dec-01	66,672.67	162.52	66,510.15	15-Jan-02	4014606
8.1E+10 CLEAN UP BAL		31-Dec-01	56.65	-	56.65	15-Feb-02	4015820
MCLEOD OUT OF REGION		31-Dec-01	334,891.00	-	334,891.00	07-Mar-02	4016598
			\$ 607,587.74	\$ 1,750.76	\$ 590,482.58		

TRADE SECRET DATA ENDS]

Idaho Public Utilities Commission
Office of the Secretary
RECEIVED

AUG 16 2007

Boise, Idaho

Deanhardt, C. - Exhibit 67

Case No. QWE-T-06-17

AT&T

State Of Minnesota
Department of Commerce
INFORMATION REQUEST

P421/CI-01-1371 and P421/C-02-197

Information Requested From: Qwest Corporation

Information Requested By: Ferguson, Sharon

Date Requested: 07/12/2002

Date Response Due: 07/19/2002

REQUEST:

Admit that the "Payments" listed on page 1 of Trade Secret Attachment A to Qwest's response to DOC 08-218 in this docket are payments that were made by Qwest to McLeodUSA.

RESPONSE:

Admit.

Respondent: Terri Reddan

Idaho Public Utilities Commission
Office of the Secretary
RECEIVED

AUG 16 2007

Boise, Idaho

Deanhardt, C. - Exhibit 68

Case No. QWE-T-06-17

AT&T

MINNESOTA
DOCKET NO. P421/CI-01-1371
AND P421/C-02-197
DOC-~~08-22~~
ATTACHMENT: W

[Trade secret data begins



SmmryForA.Rchrds
n.xls

-----Original Message-----

From: aibarra@qwest.com [mailto:aibarra@qwest.com]
Sent: Friday, May 31, 2002 12:23 PM
To: Anne Richardson
Cc: Audrey McKenney
Subject: Vendor Plan Summary

Anne,

Here's a synopsis of where we stand. Let me know if you have questions.

Cheers,
Arturo

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McLEOD VENDOR PLAN SUMMARY

	<u>\$M</u>
4Q00 AI Wired	5,030
4Q00 Sttlemt	5,000
1Q01	5,740
2Q01	5,640
3Q01	5,984
	<u>17,364</u>
'01 Q Pymts	5,505
Total 2001	<u>22,869</u>
2001 Vndr Agrmt	15,840
'01 Over/(Under) Pymt	7,029
4Q00 DoublePayment	5,000
Total Overpayment	<u>12,029</u>
2002 Est Q Purch From M01	7,686
2002 Vendor Plan	18,320
'02 Est. Over / (Under)	<u>(10,634)</u>
Est. Post 2002 Residual	1,395

Trade secret data ends]

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COPY

SUBJECT TO RULE OF EVIDENCE 408

CONFIDENTIAL BILLING SETTLEMENT AGREEMENT

[Trade Secret Data Begins

This Confidential Billing Settlement Agreement ("Agreement"), is hereby entered into by Qwest Corporation ("Qwest") and McLeodUSA, Inc. ("McLeodUSA") (hereinafter referred to as the "Parties" when referred to jointly) on this ____ day of September, 2000.

RECITALS

1. Qwest is an incumbent local exchange provider operating in the states of Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming.
2. McLeodUSA is a competitive local exchange provider that will soon operate in all fourteen states of Qwest's operating region.
3. Whereas both Qwest and McLeodUSA have entered into interconnection agreements pursuant to the federal Telecommunications Act of 1996 ("Act") under Sections 251 and 252 of that Act, and those agreements have been approved by the appropriate state commissions where those agreements were filed pursuant to the Act. Qwest and McLeodUSA operate under those agreements in certain states, as well as various state and federal tariffs.
4. Disputes between the Parties have arisen regarding the provisioning of finished services through unbundled network elements, and the provisioning of finished service through the UNE platform.
5. In an attempt to finally resolve those issues in dispute and to avoid delay and costly litigation, the Parties voluntarily enter into this Confidential Billing Settlement Agreement to resolve all disputes, claims and controversies between the Parties, as of the date of this Agreement that relate to the matters addressed herein, and McLeodUSA releases Qwest from any claims regarding the issue as described here.

CONFIDENTIAL BILLING SETTLEMENT AGREEMENT

1. The Parties enter into this agreement in consideration for the sum of money described below, and Qwest's release of McLeodUSA's conversion and termination fees associated with the changes to a new platform which is currently being created by the Parties. As part of the new platform, Qwest will provide call origination, call termination, call duration, and call type information to McLeodUSA.

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2. McLeodUSA shall pay to Qwest an amount of \$38,500,000 no later than November 10, 2000. This amount represents the charges which Qwest claims McLeodUSA owes it for conversion from resale to unbundled network elements, and for termination liability associated with existing contracts.

3. For valuable consideration mentioned above, the receipt and sufficiency of which are hereby acknowledged, Qwest does hereby release and forever discharge the other and the other's associates, owners, stockholders, predecessors, successors, agents, directors, officers, partners, employees, representatives, employees of affiliates, employees of parents, employees of subsidiaries, affiliates, parents, subsidiaries, insurance carriers, bonding companies and attorneys, from any and all manner of action or actions, causes or causes of action, in law, under statute, or in equity, suits, appeals, petitions, debts, liens, contracts, agreements, promises, liabilities, claims, affirmative defenses, offsets, demands, damages, losses, costs, claims for restitution, and expenses, of any nature whatsoever, fixed or contingent, known or unknown, past and present asserted or that could have been asserted or could be asserted in any way relating to or arising out of the disputes/matters addressed herein.

4. The terms and conditions contained in this Confidential Billing Settlement Agreement shall insure to the benefit of, and be binding upon, the respective successors, affiliates and assigns of the Parties.

5. Qwest hereby covenants and warrants that it has not assigned or transferred to any person any claim, or portion of any claims which is released or discharged by this Confidential Billing Settlement Agreement.

6. The Parties agree that they will keep the substance of the negotiations and/or conditions of the settlement and the terms or substance of the Confidential Billing Settlement Agreement strictly confidential. The Parties further agree that they will not communicate (orally or in writing) or in any way disclose the substance of the negotiations and/or conditions of the settlement and the terms or substance of this agreement to any person, judicial or administrative agency or body, business, entity or association or anyone else for any reason whatsoever, without the prior express written consent of the other party unless compelled to do so by law. It is expressly agreed that this confidentiality provision is an essential element of this Confidential Billing Settlement Agreement and negotiations, and all matters related to these matters, shall be subject to Rule 408 of the Rules of Evidence, at the federal and state level.

7. In the event either Party has a legal obligation which requires disclosure of the terms and conditions of this Confidential Billing Settlement Agreement, the Party having the obligation shall immediately notify the other Party in writing of the nature, scope and source of such obligation so as to

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enable the other Party, at its option, to take such action as may be legally permissible so as to protect the confidentiality provided in this agreement.

8. This Confidential Billing Settlement Agreement constitutes an agreement between the Parties and can only be changed in a writing or writings executed by both Parties. Each of the Parties forever waives all right to assert that this Confidential Billing Settlement Agreement was the result of a mistake in law or in fact.

9. This Confidential Billing Settlement Agreement shall be interpreted and construed in accordance with the laws of the State of Colorado, and shall not be interpreted in favor or against any Party to this agreement.

10. The parties have entered into this Confidential Billing Settlement Agreement after conferring with legal counsel.

11. If any provision of this Confidential Billing Settlement Agreement should be declared to be unenforceable by any administrative agency or court of law, the remainder of the Confidential Billing Settlement Agreement shall remain in full force and effect, and shall be binding upon the Parties hereto as if the invalidated provisions were not part of this Confidential Billing Settlement Agreement.

12. Any claim, controversy or dispute between the Parties in connect with this Confidential Billing Settlement Agreement shall be resolved by private and confidential arbitration conducted by a single arbitrator engaged in the practice of law under the then current rules of the American Bar Association. The Federal Arbitration Act, 9 U.S.C §§ 1-16, not state law, shall govern the arbitrability of all disputes. The arbitrator shall only have the authority to determine breach of this agreement, but shall not have the authority to award punitive damages. The arbitrator's decision shall be final and binding and may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and attorneys' fees and shall share equally in the fees and expenses of the arbitrator.

13. The Parties acknowledge and agree that they have a legitimate billing dispute about the issues described in this Confidential Billing Settlement Agreement and that the resolution reached in this Agreement represents a compromise of the Parties' positions. Therefore, the Parties agree that resolution of the issues contained in this agreement cannot be used against the other Party, including but not limited to admissions.

14. This Confidential Billing Settlement Agreement may be executed in counterparts and by facsimile.

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CONTAINS TRADE SECRET DATA

IN WITNESS THEREOF, the Parties have caused this Confidential Billing Settlement Agreement to be executed as of this day ____ of September 2000.

McLeodUSA Incorporated

Qwest Corporation

By: _____

By: _____

Title: _____

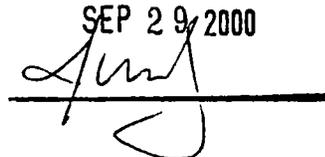
Title: _____

Date: _____

Date: _____

Approved as to legal form

SEP 29 2000

 _____

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PRIVILEGED & CONFIDENTIAL – FOR DISCUSSION PURPOSES

Outline of Major Terms
September 19, 2000

1. Q will provide billing tapes to allow M to bill access charges starting with usage for the month of October (or possibly September – Q to confirm) and going forward. M will not charge Q access rates on M platform lines at a rate higher than the rate Q charges M. Q will pay M [\$18 million] to settle a past billing dispute over access charges for the [2d & 3d] quarter of 2000 and a release of claims for a new M platform from the date of M's request. M will pay Q [\$29 million] for conversion and termination fees associated with the changes to a new M platform created by the parties. (Judy and Stacey to work on platform issues and details) (Audrey needs to confirm whether 2d quarter settlement is available).
2. Q will offer v.m. & DSL (& .net – to be confirmed by Q) to M region-wide at retail rates, subject to paragraph 6. In addition, if any new products offered by Q the parties will meet to discuss product offerings through a business-to-business relationship.
3. Q will develop state-by-state M local platform pricing for services (including & not limited to loops, ports, features, etc.) for a 36 month period (M to identify features it desires to sell and provide to Q by 9/22) (Q to provide pricing by 9/29).
4. M will provide information to allow Q to develop LD rates by 9/22 and Q will provide LD pricing by 9/29.
5. Within 2 days after receipt of pricing, M will deliver a forecast based on the rate information and will propose a 36 month total revenue commitment to Q (including revenue from all services and products purchased by M from Q, including & not limited to new M platform, resale, LD, Private line, v.m., DSL, DIA, etc.) with a firm, substantial portion of the total commitment in the form of "take or pay." In the event of significant competitive pressures, the parties agree to provide for a review of the pricing. The parties will address a review of the 'take-or-pay' amount in the event Q can not or does not provide services substantially in accordance with the agreement.
6. Based on the proposed commitment by M, within 5 business days, Q will propose volume and term discounts based on quarterly revenue targets, to be paid back to M by Q on a quarterly basis.
7. As a condition to Q completing this transaction, M must take a neutral stance on Q 271 relief and agree to develop a joint press release with Q announcing this arrangement. M and Q will work jointly on service standards. This is a material provision of this agreement.
8. The parties will continue to work on a program for securitization of receivables to allow capitalization by M (Audrey is working on these details and will provide input by 9/29).
9. The parties will continue work on an agreement to address M trunking needs. (Audrey to investigate pricing issues and provide ideas for how M can help address these issues and M needs to update LIS forecast by 9/29).
10. The parties will develop a clear escalation process to address problems, issues, disputes and concerns raised by the parties.

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CONTAINS TRADE SECRET DATA

IN WITNESS THEREOF, the Parties have caused this Confidential
Billing Settlement Agreement to be executed as of this day 29 of September
2000.

Trade Secret Data Ends]

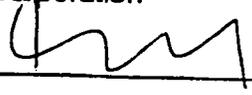
McLeodUSA Incorporated

By: 

Title: GVP/CFO

Date: 9/29/00

Qwest Corporation

By: 

Title: EVP - Wholesale Markets

Date: 9/29/00

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McLeod Mtg

P-421/C-02-197

DOC 08-250

TRADE SECRET ATTACHMENT

DATE 4/30/02

PAGE 1

[Trade Secret Data Begins

- Joe Terflet
- Steve Gray
- Randy Kings
- Jon Bartleson
- Eric Wilkens
- Audrey McKenney
- Gordon Martin
- Beth Halvorson
- Anne Richardson

Eric Wilkens - ^{group} VP network planning & industry relations

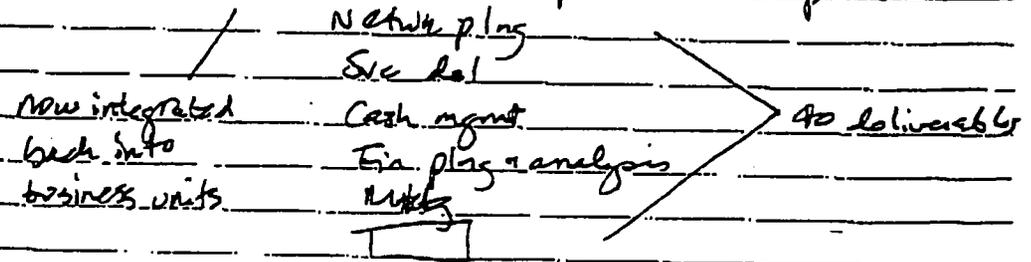
Joe T. - in charge of line costs (w/in finance)

Jon B. - controller

→ Follow up: deeper dive into how we serve McLeod
McLeod Strategy

- March 2001, manifesting in May
- Midcourse corrections
- (1) Additions to exec. committee of board to focus on ops
- (2) Not prepared to expand nationally:
 - Do not → abandon this strategy
 - Focus on integrated voice & data
 - Facility based as necessary
 - 25 states

- (3) Review every aspect of business re ap exps to 56's A → every group & employee
- (4) Process teams & implementation plans



Q will help drive keep on system & process, if needed

- (5) 1/1 → look @ B/S & debt
- Could they buy back debt & trade equity? work of bondholders

(6) Parent only ch 11, w/ 2 classes of creditors: prof s/H & bondholders

75 days got through this

(7) 4/16 emerged for in court restructuring

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(2)

Ownership

(2) Firstmann Little owns 55% common stock & warrants for ~~more~~ ~ 220k shares (760% when they do that)
 Clark McCord has now stepped aside; Chris, named chairman of CEO, Steve is president. Davis

(4) Confid: obj is to maintain / stabilize customers & financials. fix what's broken

Q1 \$65M for qtr (M to Q)

Risk ~ \$200 - \$300M EOR interstate LD

Expect to maintain / low grow from there.

2000 CO's throughout 25 state → have presence
 888 in Q

1400 remaining → ~400 0-100 lines (GTE)
 fr acquisitions & will decommission over time
 left w/ ~1000 outside of Q

888 in Q

• ~~800~~ CO's in 3 buckets (have more detail on two)

439 • Sales CO - active sales presence

390 • Retain & grow CO - take care of base & upsell them, grow conservatively

59 • Hold & harvest CO's

• On switch / off switch plans - @ today
 • 1.25 unbundled loop calls in sales

39 in retain & grow

164

17 planned in active sales

retain & grow

* Jon Bartleson
 which CO's are in which category?
 so we can staff accordingly

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4

man

2 issues going fwd for Q:

- Economics (value prop.)
- level of service obligations

Focus on being more efficient + effective

- Report troubles + fix fast
- MAC processing
- orders done right

Steve → Need to understand electronic bonding + drive it.
 Both → Need to have ↑ proj mgmt (per Both)

Gordon: Maybe helpful: OSS opportunity (feature rich) over-
 • McLead can help us; we can help in region _M

M: Orders only for M is not out sourced @ this time across multiple RBox's.

→ New systems architecture is coming out for MCL over next 3 years
 Sherry Roach @ McLead is driving it

→ Chris Ryan → overall MAC responsibilities

SDel hubs - Tulsa + Cedar Rapids
 Provisioning - Springfield, MO, Tulsa + Cedar Rapids
 CR3

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 Dependent on svc attributes + SVC // links to systems
 Need to understand systems (involve Chris Ryan)

Gordon economic issue: Need LLC partners to bond to our systems
 • to save capital (return on invested capital)
 + ↓ contracted systems + labor.

DATE	
PAGE	5

* → Will have right people aligned between our companies:

- Sherry (systems)
- Chris

* → Mtg tomorrow s/b Shawn or Chris-Ryan attending if necessary.

- Svc scorecards monthly
- Quarterly review

Steve

Regulatory dimension discussion:

- States, FCC, Congress, etc.
 - Agendas may overlap & try to keep out of state/fed reg level
 - Steve to be involved in that; he now has PPI reg responsibilities
- "No surprises"

2. Agreement

- 2) Current issues
- ↳ Going forward issues

Continuum: Extension to reconstruction

• Q's desire is reconstruction of agreement

(Set foundation for growth this year)

Steve to stay connected w/ Randy Rings & Eric or Todd & Jon or Joe

As soon as we want to do it

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④

Do UN2-L analysis
@ EBIT level not
EBITDA: understand
cost of capital
implications

UN2-M (per Audrey)

Statewide weighted avg → do they still want this?

Usage → on flat rated for usage today → is that what they need?

What's causing them to buy UN2-L not UN2-M?

Working w 3rd party to salvage decommission equipment & we could help these

↳ 8BC decommissions

* → List of questions we want answers to / to M within 3 weeks will answer all of questions

* → Within 3 more weeks, a response to M
Balancing game is where is pricing in state debts

→ Substantive discussion w/in 30 days

Dinner w/ty:

Regulation needs to Δ discussion w Steve Davis & Joe Nacchio

Reconstructed & go full agreement

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1700k / mo for termination fees; will drop to \$100k - \$150k / year. Better rates available for other parties (31st Nov, drop 20mo to 25mo & move to other parties)

DATE

FILE NUMBER

PAGE (7)

McLeod: B needs to pass CPN & ANI; UKL doesn't strip any ANI from anyone -> they pass it all if they get it.

Connect Keith Roberts (M sells to Q) w/ Jeff Baldwinson

Will Q be making 4Q payment? In legal today.
- Will resolve in face-to-face mtg

thru
UN: \$5m pymnt in June 01, included 4Q 2020 & still been

- Offset amount issue & substantially overpaid in error

McLeod looked in 4Q this

Realty had conversation w/ Steve Davis on this

Agreement
- 10/1/2020 UNX-M
- Take or pay started January

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Per Audrey:

McLeod OR

- FIMA type interfaces into Verizon SPC, etc
- Can we use this for electronic bonding

Trade Secret Data Ends]

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MINNESOTA
DOCKET NO. P421/C1-01-1371
AND P421/C-02-197
DOC-08-212
ATTACHMENT: U

[Trade secret data begins

From: Hansen, Steven Q [steven.hansen@qwest.com]
Sent: Thursday, January 17, 2002 8:10 AM
To: Cornelsen, Rodean
Cc: Szeliga, Robin; Berman, Scott; McKenney, Audrey; Ibarra Jr, Arturo; Reed, Stacy
Subject: FW: McLeod Payment

Scott,

Please use this as authorization for the release of the payment to McLeod. Questions, please call me at 303-294-4543. Thank you.

Steve

Steven Q. Hansen
Vice President
CFO - Wholesale Markets
Phone: 303-294-4543
Cell: 720-312-7798

> -----Original Message-----

> From: Szeliga, Robin
> Sent: Wednesday, January 16, 2002 10:19 PM
> To: Hansen, Steven Q
> Subject: RE: McLeod Payment

>
> Thanks for keeping me informed I am good to go Could we look at whether
> they would like to renegotiate this given their financial status Maybe
> they could use something else and we could structure a better deal

> -----Original Message-----

> From: Hansen, Steven Q
> Sent: Wednesday, January 16, 2002 4:00 PM
> To: Szeliga, Robin
> Cc: McDermett, Kris; Graham, Grant
> Subject: McLeod Payment

>
> Robin,

>
> The request for the \$5.9M payment to McLeod is a result of a take or pay
> commitment made in conjunction with service agreement between Qwest and
> McLeod. Originally McLeod had signed a \$480M 3-year deal for services
> with Qwest in October of 2000. We enlisted there support on regulatory,
> legal, 271 and other matters of consulting for a \$48M take or payment
> commitment over the same period. This payment is for the time period of
> July through September. We will make similar payments on a quarterly
> basis. We have a similar deal with Eschelon. These commitments are all
> part of the partnership known as UNE-Star.

>
> It is my understanding that you are to be informed on all payments over
> \$1M before treasury will process. Would I be correct then in assuming
> that the best way to handle these going forward would be to submit the
> explanation to you for e-mail approval, have Grant sign on these once you
> have agreed and then process to treasury? I will ensure we follow
> whatever procedure you have outlined.

>
> Steven Q. Hansen
> Vice President
> CFO - Wholesale Markets
> Phone: 303-294-4543
> Cell: 720-312-7798 **Trade secret data ends]**

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AUG 16 2007

Boise, Idaho

Deanhardt, C. - Exhibit 69

Case No. QWE-T-06-17

AT&T

Summary of Qwest agreement package

I. A series of four agreements running through 12/31/03, which provide a special unbundled platform to MCLD. The new platform is considered an unbundled loop and switch port combination. The agreement included a one-time conversion payment of \$43.5 million (capitalized) to seamlessly convert all existing business and Centrex (incl. Res) lines to the new UNE-M platform. There is no requirement to disconnect or reconnect customers. We are actually converting our existing platforms to a new platform in name only.

II. The new UNE-M Platform allows MCLD to collect access revenues starting October 1, 2000 on its business and Centrex-residential lines. These revenues are estimated to be ~~11.3 million per month~~. The Platform also provides new state rates approximately 25% below 1FB levels and is similar to UNE-P rates. The estimated savings are approximately \$500,000 per month. The rates are flat for the first average 525 minutes, with additional fees for additional average usage so there is risk of higher rates depending on local usage. ~~The rates are 50% below 1FB levels and are based on a 500 minute flat rate. The rates are 50% below 1FB levels and are based on a 500 minute flat rate.~~ ~~The rates are 50% below 1FB levels and are based on a 500 minute flat rate.~~ ~~The rates are 50% below 1FB levels and are based on a 500 minute flat rate.~~ The agreement has no rates or specified discounts for residential service other than in existing Centrex common blocks.

III. Under a highly confidential agreement, we also receive a revenue/purchase commitment from Qwest based on the following :

<u>Year</u>	<u>MCLD expenditures with Q</u>	<u>Q expenditure with MCLD</u>
2001	\$178-188 million	6.5% of total MCLD expenditures
	\$188-198 million	8% of total MCLD expenditures
	over \$199 million	10% of total MCLD expenditures
2002	\$199-230 million	8% of total MCLD expenditures
	over \$230 million	10% of total MCLD expenditures
2003	\$199-250 million	8% of total MCLD expenditures
	over \$250 million	10% of total MCLD expenditures

~~Our commitments are: 2001 = \$200 million, 2002 = \$250 million, 2003 = \$500 million~~

IV. The platform includes the offering of the resale of voice messaging and DSL at retail rates.

V. The package includes a settlement of our claims for conversion to a UNE-P platform during Q2 and Q3 2000 by Qwest paying us ~~\$25 million~~.

VI. Includes a 3 year, \$480 million take-or-pay commitment by MCLD. The commitment is spread over 3 years and has annual commitments but total MCLD expenditures over 3 are cumulative. 480 million of revenue to ~~\$480 million~~.

Idaho Public Utilities Commission
Office of the Secretary
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AUG 16 2007

Boise, Idaho

Deanhardt, C. - Exhibit 70

Case No. QWE-T-06-17

AT&T

FROM

DATE

P-421/C-02-197

DOC 08-212

Trade Secret Attachment

[Trade Secret Data Begins

Service and Billing Agreement [Used in lieu of a side letter]

This Service and Billing Agreement ("SBA") is made and entered into by and between McLeodUSA Incorporated and its subsidiaries ("McLeodUSA") and Qwest Communications International Inc. and its subsidiaries (*For this document I assumed this was the Qwest ultimate parent and is an unregulated entity.*) ("Qwest") (collectively, the "Parties") on this 10th day of October, 2000 [*I suggest we date this agreement one day after the Amendment to Intercon Agmtis*].

Effective October , 2000 the Parties entered into an Amendment to all Interconnection Agreements between them, now in effect or entered into prior to December 31, 2003 (the "Amendment"). Based on the Parties ability to negotiate and enter into that Amendment to all Interconnection Agreements, the Parties elected to negotiate and enter into this SBA. The Parties have entered in to enter into this SBA to facilitate and improve their business and operational activities, agreements and relationships. In consideration of the covenants, agreements and promises contained below the Parties agree to the following:

1 This SBA is entered into between the Parties based on the following conditions, which are a material part of this agreement:

1.1 McLeodUSA has purchased, as of the end of each of the last 2 calendar years, at least xx,000 local exchange lines for resale from Qwest (throughout the 14-state area where Qwest is an incumbent local exchange carrier).

1.2 Qwest and McLeodUSA currently have an agreement, on a region-wide basis, to enter into agreements for the exchange of local traffic on a "bill and keep" basis, which provides for the mutual recovery of costs through the offsetting of reciprocal obligations, for local exchange traffic which originates with a customers of one company and terminates to a customer of the other company

1.3 The Parties wish to establish a business-to-business relationship and have agreed that they will attempt to resolve all differences or issues which may arise under this SBA, as well as any other agreement between any McLeodUSA company and any Qwest company, under the escalation process in this section. The Parties agree to utilize the following escalation process and time frames to resolve all differences or issues which may arise under any agreement between any McLeodUSA company and any Qwest company, and not proceed to a higher level of dispute resolution until completion of the prior level, and to complete all levels before filing a proceeding before any court or administrative or governmental body:

1.3.1 Level 1 - Vice Presidents
(Stacey Stewart/Judy Tinkham or successors) 10 business days

1.3.2 Level 2 - Group/Senior Vice Presidents
(Diane Fisher/Chris Casey or successors) 10 business days

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1.3.3 Level 3 - CEOs/Presidents
(Steve Gray/Joe Nacchio or successors)

5 business days

1.3.4 Level 4 - Arbitration according to the provisions of the Agreement.

1.3.5 If these steps do not resolve the dispute, then either party may initiate litigation in federal court. The Parties agree the exclusive venue for civil court actions by McLeodUSA is the United States District Court in Denver and the exclusive venue for civil court actions by Qwest is the United States District Court in Cedar Rapids. If any final order of dismissing a case is entered the court, and not reversed, then the party bringing the action shall be responsible for the reimbursement of reasonable attorneys fees incurred by the other party. If any final summary judgment is entered by the court, then the party against whom the judgment is entered shall be responsible for the reimbursement of reasonable attorneys fees incurred by the party who obtained such judgment. In the event that either party files an action in court, the Parties waive primary jurisdiction in any state utility or service commission and all contractual or tariff limitations on damages, and the Agreements are hereby amended accordingly. Neither party, however, waives its right to take disputes unresolved after the arbitration level to the appropriate state or federal regulatory body for resolution.

1.4 This SBA shall be binding on Qwest and McLeodUSA and each of their respective subsidiaries, affiliated corporations, successors and assigns

1.5 This SBA may be amended or altered only by written instrument executed by an authorized representative of both Parties.

1.6 The Parties, intending to be legally bound, have executed this SBA effective as of October 1, 2000, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

1.7 The term of this SBA will be the same as the term of the Amendment and both Agreements will terminate concurrently. This SBA and the Amendment can only be terminated in the event of

1.7.1 a material change in the current percentage of lines purchase by McLeodUSA is each of the various pricing zones of Qwest:

1.7.2 the average retail business rates across all Qwest states fall to within 20% of the average of the rates offered to McLeodUSA on Attachment 3.2 to the Amendment:

1.7.3 a material breach of the terms of the Agreements or this Amendment which remains unresolved and uncompensated following application of the dispute resolution provisions of this agreement:

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1.7.4 a material change in the telecommunications industry not resulting from any actions within the control of either party; or

1.7.5 either party giving written notice of termination at least six (6) months prior to the end of the Initial Term or any Successive Term.

1.8 All factual preconditions and duties set forth in this SBA are, are intended to be, and are considered by the Parties to be, reasonably related to, and dependent upon each other.

1.9 If either party's performance of this SBA or any obligation under this SBA is prevented, restricted or interfered with by causes beyond such Parties reasonable control, including but not limited to acts of God, fire, explosion, vandalism which reasonable precautions could not protect against, storm or other similar occurrence, any law, order, regulation, direction, action or request of any unit of federal, state or local government, or of any civil or military authority, or by national emergencies, insurrections, riots, wars, supplier failures, shortages, breach or delays, then such party shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction or interference (a "Force Majeure")

1.10 Provision of Products under the Amendment in accordance with sections 3.2 and 3.4 of the Amendment will be viewed by McLeodUSA as in compliance with the requirements of Section 271 of the Telecommunications Act of 1996 and McLeodUSA will not object to any filing by Qwest for authority to provide in-region interLATA long distances services. This provision does not prevent McLeodUSA from participating in regulatory proceedings relating to service quality or service standards for wholesale or retail services; or relating to pricing, terms, and conditions for related to resale services, unbundled network elements, or interconnection or collocation services

1.11 This SBA is not, and is not intended to be, an amendment to an interconnection agreement; however, either party may, at any time, demand that the other party make any provision of this SBA that is contrary to, or in any way inconsistent with, any Interconnection Agreement between the Parties, or any of their subsidiaries, an amendment to each of such Interconnection Agreements and the other party will immediately cause the appropriate corporate entity to execute such an amendment. The Parties that time is of the essence in compliance with this section and that failure to comply would cause immediate and severe damage to the other party acknowledge that money damages can not adequately remedy and, therefore, upon failure to execute such an amendment within 15 days after written demand, the party making demand may, upon 48 hours notice to the other party, obtain a judgment of injunctive relief in the form of an order for specific performance of the obligation of this section. In the event either party is required to bring an action for specific performance of this section, the other party will pay all costs and expenses, including reasonable attorneys fees, incurred in connection with such action.

2 In consideration of the agreements and covenants set forth above and the entire group of covenants provided in section 3, all taken as a whole, with such consideration only being adequate if all such agreements and covenants are made and are enforceable, McLeodUSA agrees to the following:

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FROM

EXONT 1.0 25 00 11 26 97 17:04 NO 4800000 05 0 3

2.1 To pay Qwest the \$38.5 million for conversion fees and termination charges required by the Amendment.

2.2 To purchase from Qwest, or one of its affiliate corporations, during the Initial Term of this SBA, at least \$480 million worth (excluding any amounts paid to McLeodUSA pursuant to Section 3.2) of telecommunications enhanced or information services, network elements, interconnection or collocation services or elements, capacity, termination or origination services, and switching or fiber rights ("the Products"), at prices provided in Attachment 3.2A to the Amendment, including the best available pricing for wholesale long distance services, subject to the terms of this section 2.2.

2.2.1 Subject to the provisions of this section 2.2, by December 31, 2001, McLeodUSA will purchase a minimum of \$150 million of Products and in the event purchases by McLeodUSA do not meet this minimum, McLeodUSA agrees to make a payment to Qwest, no later than January 15, 2002, in an amount equal to the difference between actual purchases and the minimum

2.2.2 Subject to the provisions of this section 2.2, by December 31, 2002, McLeodUSA will purchase a minimum of \$310 million of Products, and in the event purchases by McLeodUSA do not meet this minimum, McLeodUSA agrees to make a payment to Qwest, no later than January 15, 2003, in an amount equal to the difference between actual purchases and the minimum.

2.2.3 Subject to the provisions of this section 2.2, by December 31, 2003, McLeodUSA will purchase a minimum of \$480 million of Products, and in the event purchases by McLeodUSA do not meet this minimum, McLeodUSA agrees to make a payment to Qwest, no later than January 15, 2004, in an amount equal to the difference between actual purchases and the minimum.

2.2.4 The minimum purchase requirements provided in this Attachment shall be reduced proportionally for each of the following which occur:

2.2.4.1 A reduction in the rates for any of the Products, by agreement or otherwise

2.2.4.2 Any of the Products are no longer offered

2.2.4.3 Any sale of current Qwest exchanges

2.2.4.4 Any delay in the delivery of an ordered Product (which shall reduce the minimum dollar for dollar for Products ordered but not delivered)

2.2.4.5 Any outage or state of "out of service" when Products have been ordered or requested

2.2.4.6 Release, sale, transfer or relinquishment of any current collocation back to Qwest.

2.2.4.7 McLeodUSA's business is prevented, restricted or interfered with by a Force Majeure as described in section 1.9.

2.2.4.8 Changes in technology eliminating the need for certain services

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provided by Qwest

2.2.5 The take or pay purchase requirements of this section are conditioned on the approval of the Amendment in each of the 14 states where Qwest is an incumbent local exchange carrier.

2.3 To maintain, throughout term of this SBA, no fewer than ~~xx~~ 000 local exchange lines per year purchased from Qwest throughout the territories where Qwest is currently the incumbent local exchange service provider, for the purpose of providing service to McLeodUSA's customers. For purposes of this provision, local exchange lines purchased include lines purchased for resale and unbundled loops, whether purchased alone or in combination with other network elements. This minimum line commitment will be reduced proportionally in the even Qwest sells any exchanges where it is currently the incumbent local exchange service provider

2.4 To maintain, during the term of this SBA no fewer than ~~x~~ 000 local exchange lines purchased from Qwest in each state where Qwest is currently the incumbent local exchange service provider, for the purpose of providing service to McLeodUSA's customers. This minimum line commitment will be reduced proportionally in the even Qwest sells any exchanges where it is currently the incumbent local exchange service provider.

2.4 To place orders for the product offered in this SBA, and for features associated with the product, using (at McLeodUSA's option) either IMA or EDI electronic interfaces offered by Qwest, to the extent that those interfaces adequately support the product. Orders placed electronically through a third party acting on behalf of McLeodUSA are in compliance with this requirement

2.5 To remain on a "bill and keep" basis for the exchange of local traffic with Qwest, throughout the territories where Qwest is currently the incumbent local exchange service provider until December 31, 2002.

2.6 To enter into and maintain interconnection agreements, or one regional agreement, covering the provision of Products throughout the entire territory where Qwest is currently the incumbent local exchange service provider, except in those exchanges sold by Qwest.

3. In consideration of the agreements and covenants set forth above and the entire group of covenants provided in section 2, all taken as a whole, with such consideration only being adequate if all such agreements and covenants are made and are enforceable, Qwest agrees to the following:

3.1 To waive and release all charges and liability, other than those described in section 2.1, associated resale products purchased from Qwest prior to the effective date of this SBA or for converting or terminating McLeodUSA services purchased from Qwest for resale to the UNE/switch port and loop combination product described in this SBA.

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FROM

MONTH 23 00 17:29 ST. 17:04 NO. 460000105

3.2 To increase its purchases from McLeodUSA, or one of its affiliate corporations, during the term of this SBA, to the minimum amount of telecommunications, enhanced or information services, network elements, interconnection or collocation services or elements, capacity, termination or origination services, switching or fiber rights ("the Products") as described in, and subject to the terms, attachment 3.2

3.3 To remain on a "bill and keep" basis for the exchange of local traffic with Qwest, throughout the territories where Qwest is currently the incumbent local exchange service provider until December 31, 2002.

Made and entered into on the date written above by McLeodUSA and Qwest

McLeodUSA Incorporated

Qwest

Authorized Signature

Authorized Signature

Name Printed/Typed

Name Printed/Typed

Title

Title

Date

Date

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FROM

MCLEODUSA

Attachment 3

1. Subject to the provisions of this Attachment, the amount of Qwest's commitment to increase its purchases, based on prices set by McLeodUSA in accordance with law and any other agreement between the Parties, will be that amount required to produce margins for McLeodUSA in the amounts described below:

<u>McLeodUSA purchases</u>	<u>Margin Production Commitment</u>
2001: \$178-188 million	6.5% of total amount of McLeodUSA purchases
\$188-198 million	8% of total amount of McLeodUSA purchases
over \$198 million	10% of total amount of McLeodUSA purchases
2002: \$199-230 million	6% of total amount of McLeodUSA purchases
over \$230 million	10% of total amount of McLeodUSA purchases
2003: \$199-250 million	8% of total amount of McLeodUSA purchases
over \$250 million	10% of total amount of McLeodUSA purchases

ii. In the event purchases by Qwest are not increased to the proportionate quarterly level of the commitment described above, based on the proportionate purchases of McLeodUSA under this SBA, Qwest will pay the difference between make its actual increased purchases and committed increase by the end of each calendar quarter. In the event of changes during the course of the year, the committed purchases and quarterly payments will be balanced at the end of the year based on the annual figures provided above

iii. If McLeodUSA does not reach the purchase levels provided above then there is no increased purchase commitment by Qwest

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CONTAINS TRADE SECRET DATA

FROM

(MON) 6 23 11 2002 10:14:04 AM NO. 2002000111

Handwritten: Attached -
MVA real time
of Randy's
document.

INTERCONNECTION AGREEMENT AMENDMENT TERMS
(Matters subject to regulatory review are included in this amendment.)

This Amendment Agreement ("Amendment") is made and entered into by and between McLeodUSA Telecommunications Services, Inc. ("McLeod") and Qwest Corporation ~~For this document I recommend we use the name of Q's regulated entity that will provide the telecom services that are regulated~~ ("Qwest") (collectively, the "Parties") on this ~~31st~~ day of October, 2000. *(I recommend dating this the day before the Service and Billing Agreement.)*

Handwritten: JM

The Parties agree to ~~draft and file~~ this Amendment as an amendment to, and it is intended to amend, all Interconnection Agreements ("Agreements" and, singularly, "Agreement") between them, now in effect or entered into prior to December 31, 2003, with the Amendment containing the following provisions:

1. This Amendment is entered into between the Parties based on the following conditions:

Handwritten: We need to be clear as for that the amendment the

Handwritten: Business Unit

1.1 McLeodUSA has purchased, as of the end of each of the last 2 calendar years, at least 25,000 local exchange lines for resale from Qwest (throughout the 14-state area where Qwest is an incumbent local exchange carrier)

Handwritten: ?? Both integrated and joined together
10/1/00 to 12/31/03
% of their local exch lines are from Q

1.2 Qwest and McLeodUSA currently have an agreement, on a region-wide basis, to enter into agreements for the exchange of local traffic on a "bill and keep" basis, which provides for the mutual recovery of costs through the offsetting of reciprocal obligations, for local exchange traffic which originates with a customer of one company, and such company uses it switch for such purposes, and terminates to a customer of the other company.

Handwritten: does this ability exist for us?

1.3 The Parties wish to establish a business-to-business relationship and have agreed that they will attempt to resolve all differences or issues that may arise under the Agreements or this Amendment under the escalation process to be defined between the parties, and modified if appropriate. (I would put this in the letter agreement between the parties on an escalation in this section. The parties agree, subject to any subsequent agreement between the parties, to utilize the following escalation process and time frames, to not proceed to a higher level of dispute resolution until completion of the prior level and to complete all levels before seeking filing a proceeding before any court or administrative or governmental body.

Handwritten: to this "TAC" 2001 process do these OK, if so should we do this as opposed to Regulatory process

~~1.3.1 Level 1 Vice Presidents (Dorey Stewart/Judy Lukham or successors) 10 business days~~

~~1.3.2 Level 2 Group/Senior Vice Presidents (Blake Fisher/Greg Lusev or successors) 10 business days~~

~~1.3.3 Level 3 Arbitration according to the provisions of the Agreement.~~

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Trade Secret Data Ends

Idaho Public Utilities Commission
Office of the Secretary
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AUG 16 2007

Boise, Idaho

Deanhardt, C. - Exhibit 71

Case No. QWE-T-06-17

AT&T

Settlement Agreement

This Settlement Agreement (this "Agreement") is dated March 1, 2002 (the "Effective Date"), and is between Qwest Corporation, a Colorado corporation ("Qwest"), and Eschelon Telecom, Inc., a Delaware corporation ("Eschelon"). Qwest and Eschelon are referred to collectively as the "Parties" and individually as the "Party."

Whereas, Qwest is an incumbent local exchange carrier operating in the states of Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming;

Whereas, Eschelon is a competitive local exchange carrier operating in the states of Arizona, Colorado, Minnesota, Oregon, Utah, and Washington, as well as Nevada;

Whereas, each of the Parties seeks to avoid delay and costly litigation and to resolve certain issues in dispute.

Qwest and Eschelon therefore agree as follows:

1. Definitions When used in this Agreement, the following terms have the following meanings:

"Act" means the Telecommunications Act of 1996.

"CABS" means carrier access billing system.

"Claims" means, individually and collectively, each and every claim, action, causes of action, suit, demand, damage, judgment, execution, cost, expense, liability, controversy, setoff, omission, and loss of any kind whatsoever, whether known or unknown, whether in law or in equity, including any related interest expenses that may have accrued in connection therewith, from the beginning of time through February 28, 2002, that Eschelon or Qwest has, had or may have against the other Party arising out of the Disputes through February 28, 2002.

"Disputes" means, for the time period through February 28, 2002: (1) disputes concerning service credits; (2) disputes concerning consulting and network-related services provided by Eschelon to Qwest; (3) CABS disputes concerning switched access minutes of use; (4) disputes concerning payment of UNE-E line and UNE-E Non-Recurring Charge credits; and (5) disputes concerning Eschelon's claims of anti-competitive conduct and unfair competition.

"Interconnection Agreement" means the interconnection agreements and all amendments thereto filed with the PUC in each state in which Eschelon obtains services and facilities from Qwest.

"PUC" means state public utility commission.

03/06/02 10:40 AM

Settlement Agreement

"Terminated Agreements" has the meaning set forth in paragraph 3(b) below.

"UNE-E" means Unbundled Network Element – Eschelon, a product purchased by Eschelon under its Interconnection Agreement, as amended in November of 2000 and July and August of 2001.

"UNE-P" means Unbundled Network Element – Platform.

2. Release of Claims. (a) For valuable consideration to be paid by Qwest to Eschelon as provided in Paragraph 3(a) below, Eschelon hereby fully waives, releases, acquits, and discharges Qwest and its associates, owners, stockholders, successors, assigns, partners, parents, insurance carriers, bonding companies, affiliates and subsidiaries, and each of their respective directors, officers, agents, employees and representatives from any and all Claims arising out of the Disputes through February 28, 2002.

(b) In consideration of the waiver and release described in Paragraph 2(a) above, Qwest hereby fully waives, releases, acquits, and discharges Eschelon and its associates, owners, stockholders, successors, assigns, partners, parents, insurance carriers, bonding companies, affiliates and subsidiaries, and each of their respective directors, officers, agents, employees and representatives from any and all Claims arising out of the Disputes through February 28, 2002.

3. Actions to be Taken The Parties shall undertake the following actions:

(a) On the Effective Date, Qwest shall provide payment, using credits, to Eschelon in an amount equal to \$7,912,000, with offsets as follows: (i) apply \$6,380,000 against UNE-E charges and associated charges that are not disputed by the Parties as of February 28, 2002; and (ii) apply and credit \$1,532,000 — which sum represents \$7,912,000 less \$6,380,000 — against all current and non-disputed invoices that are payable by Eschelon to Qwest. Eschelon shall determine how the offset amounts in each of clauses (i) and (ii) will be applied and shall so designate in writing to Qwest within ten days of the Effective Date.

(b) For convenience and various reasons, the Parties hereby terminate the following agreements ("Terminated Agreements"), as of the Effective Date:

- (1) Feature Letter dated November 15, 2000;
- (2) Implementation Plan Letter dated November 15, 2000;
- (3) Escalation procedures and business solution letter dated November 15, 2000;
- (4) Confidential Purchase Agreement dated November 15, 2000;
- (5) Confidential Amendment to Confidential Trade Secret Stipulation dated November 15, 2000;
- (6) Third Amendment to Confidential Trade Secret Agreement dated July 3, 2001;
- (7) Status of switched access minute reporting letter dated July 3, 2001; and
- (8) Implementation Plan dated July 31, 2001/August 1, 2001.

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(c) Attachment 3 to the Implementation Plan dated July 31, 2001 August 1, 2001 relating to UNE-E will continue to bind the Parties unless the Parties agree otherwise in a writing executed by both Parties. Eschelon agrees that Qwest will file this Attachment 3 as an amendment to the Interconnection Agreement.

(d) The Billing Usage letter dated November 15, 2000 will be terminated when the Parties agree the manual process is terminated and Eschelon moves to the mechanized process described in Paragraph 3(g) below.

(e) Qwest shall make the UNE-E offering and existing business processes related to the UNE-E offering available to Eschelon through the current term of the Interconnection Agreement Amendment Terms dated November 15, 2000.

(f) Within ten days of the Effective Date, the Parties shall form a joint team. The purpose of the joint team shall be to develop a mutually acceptable plan (the "Plan") to convert UNE-E lines to UNE - P. Qwest and Eschelon shall use best efforts to cooperate in converting UNE-E lines to UNE-P in accordance with the Plan..

(g) Qwest and Eschelon shall work closely together in moving Eschelon from a manual to a mechanized process so that Eschelon can bill for access on UNE-P. The Parties shall work closely for 60 days to validate working telephone numbers and associated minutes of use, and will terminate the manual process after these 60 days with the consent of both Parties. If the parties are unable to agree on the date of the termination of the manual process, then the Parties shall follow the procedures described in paragraph 8 below.

(h) Level 3 Escalation. Upon execution of this Agreement, Eschelon's February 8, 2002 request for a Level 3 escalation will be deemed permanently withdrawn.

4. Successors and Assigns. The terms and conditions contained in this Agreement shall inure to the benefit of and be binding upon, the respective successors, affiliates and assigns of the Parties.

5. Assignment of Claims. No Party has assigned or transferred to any person any Claim, or portion of any Claim, released or discharged by this Agreement.

6. Filing of Agreement. The Parties agree that negotiation of this Agreement is subject to Rule 408 of the Federal Rules of Evidence, and similar rules at the state level. Notwithstanding the foregoing, nothing in this Agreement shall prevent a Party from asserting a claim against the other Party to enforce this Agreement and nothing herein shall bar a Party from filing this Agreement as it deems necessary and appropriate in order to comply with state or federal law, or in connection with a relevant legal or regulatory proceeding in which Qwest or Eschelon is a party. Qwest and Eschelon expressly contemplate that this Agreement will be filed

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with the PUCs in its region in states where Eschelon is certified and has an interconnection agreement.

7. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties. This Agreement can be amended or changed only in a writing or writings executed by both of the Parties, except that this Agreement must not be amended or modified in any way by electronic message or e-mail communications.

8. Dispute Resolution. Each Party reserves its rights to resort to all remedies, including seeking resolution by a PUC or a court, agency, arbitrator, or regulatory authority of competent jurisdiction.

9. Notices. Except as otherwise provided in this Agreement, every notice or other communication to a Party required, permitted or contemplated under this Agreement must be in writing and (a) served personally, in which case delivery will be deemed to occur at the time and on the day of delivery; (b) delivered by certified mail or registered mail, postage prepaid, return receipt requested, in which case delivery will be deemed to occur the day it is officially recorded by the U.S. Postal Service as delivered to the intended recipient; or (c) delivered by next-day delivery to a U.S. address by recognized overnight delivery service such as Federal Express, in which case delivery will be deemed to occur upon receipt. Upon prior agreement of the Parties' designated recipients identified below, notice may also be provided by facsimile. Except as otherwise provided in this Agreement, every notice or other communication must be delivered using one of the alternatives mentioned in this paragraph and must be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving written notice in compliance with this paragraph:

If to Qwest:

Qwest Corporation
Attention: General Counsel
1801 California Street, Suite 5200
Denver, Colorado 80202
Tel: (303) 672-2700
Fax: (303) 295-7046

If to Eschelon:

Eschelon Telecom, Inc.
Attention: General Counsel
730 2nd Avenue, Suite 1200
Minneapolis, MN 55402
Tel: (612) 436-6692
Fax: (612) 436-6792

10. No Waiver. The Parties agree that their entering into this Agreement is without prejudice to, and does not waive, any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial, or other forum addressing any matters other than the Claims.

11. No Admission. The Parties acknowledge and agree that they have legitimate disputes relating to the issues described in this Agreement, and that the resolution reached in this Agreement represents a compromise of the Parties' positions. Therefore, the Parties deny any wrongdoing or liability and expressly agree that resolution of the issues

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contained in this Agreement cannot be used against the other Party in any manner or in any forum (except for claims related to breaches of this Agreement).

12. Counterparts. This Agreement may be executed by facsimile and in counterparts, each of which is an original and all of which together constitute one and the same instrument.

EXECUTION PAGE FOLLOWS

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Settlement Agreement

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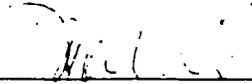
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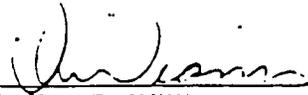
Counterpart Execution Page
Settlement Agreement

The undersigned are executing this Settlement Agreement on the date stated in the introductory clause.

QWEST CORPORATION

By: 
Name: Dana Filip
Title: Senior Vice President

ESCHELON TELECOM, INC.

By: 
Name: Clifford D. Williams
Title: Chief Executive Officer

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Idaho Public Utilities Commission
Office of the Secretary
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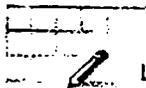
AUG 16 2007

Boise, Idaho

Deanhardt, C. - Exhibit 72

Case No. QWE-T-06-17

AT&T

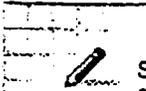


Lyle Patrick
07/23/2000 05:03 PM

To: James T. Balvanz/MCLEOD@MCLEOD, Joseph P. Terfler/MCLEOD@MCLEOD, Jamie J. Loch/North/MCLEOD@MCLEOD
cc: Joseph H. Ceryanec/MCLEOD@MCLEOD
Subject: Re: Overview of Qwest Mtg

FYI, and it looks like some "assistance work" coming your way.

Forwarded by Lyle Patrick/MCLEOD on 07/23/2000 05:19 PM



Stephen C. Gray
07/21/2000 04:56 PM

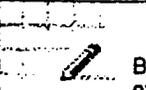
To: Clark E. McLeod/MCLEOD@MCLEOD, Roy A. Wilkens/MCLEOD@MCLEOD
cc: Lyle Patrick/MCLEOD@MCLEOD
Subject: Re: Overview of Qwest Mtg

Net, net.....

A very good meeting with Q. Time will tell how effective.....

SCG

Forwarded by Stephen C. Gray/MCLEOD on 07/21/2000 05:06 PM



Blake O. Fisher
07/20/2000 12:21 PM

To: Stacey D. Stewart/MCLEOD@MCLEOD, Randall E. Rings/MCLEOD@MCLEOD
cc: Stephen C. Gray/MCLEOD@MCLEOD
Subject: Re: Overview of Qwest Mtg

Stacy, I think your recap is good. I have the following additional observations and recommend we get a joint plan together covering the what by when by who. I have copied Steve for his information.

Business Philosophy:

- Go forward transactions make good business sense for both parties (win,win)
- Work toward a long-term relationship
- Quest is primarily focused on wholesale, McleodUSA on retail market share.

Phase 1 Activities

1. Make clear to Quest that the Une -P platform is partially of interest because of access revenue.
2. Identify CO's assuming Une-P economics that we could add (also assume DSL and voice messaging would be available). I estimate that 80 to 85 ales people could replace the revenue loss to Quest of lowering our resale prices to Une-P in twelve months.
3. Identify CO's that we would consider leaving on -switch for Quest with Une-P pricing.
4. Talk with Quest next week about moving to a proposal that could include volume discounts.

Phase 2 Activities

1. Get commitment on trunking needs.
2. Get cage delivery schedule based on 45 day time frame rather than 90.
3. Establish clear process and escalation procedures within both network orgs.

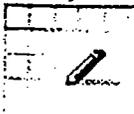
Phase 3 Activities

1. Out of region LD opportunities
2. Joint build possibilities.
3. Splitrock needs. Maybe they could help with in-region IMT's

Phase 4 Activities

1. Randy to contact Steve Davis.
2. Identify filings that are 'anticompetitive' and escalate
3. Understand go forward pricing and regulatory agendas.
4. Possible 271 discussions.

Stacey D. Stewart



Stacey D. Stewart
07/20/2000 10:12 AM

To: Blake O. Fisher/MCLEOD@MCLEOD
cc: Stacey D. Stewart/MCLEOD@MCLEOD
Subject: Overview of Qwest Mtg

Blake, Randy

Below is a recap of what we discussed yesterday along with a list of action items. Can you review and give me some feedback.

Attendees: Greg Casey, Executive Vice President Wholesale, Qwest
Judy Tinkham, Vice President (regulated) Wholesale Services
Joe Dalton, Vice President (unregulated) Wholesale Services
Audrey McKenney, Vice President Wholesale Markets Finance
Blake Fisher
Randy Rings
Stacey Stewart

Openings Comments:

- Casey expressed Qwest's desire to 'leverage' the wholesale markets much more going forward
- He said he wanted McLeodUSA to be 'flagship' wholesale carrier in their footprint
- They want to provide additional services at reasonable rates
- They want us to be successful, since their belief is that 'if McLeodUSA is successful then Qwest would be successful'
- He declared that USWest is dead and Qwest is in charge and their mindset is not as an RBOC
- They clearly understand the importance of wholesale business
- They want to leverage McLeod across their footprint especially in smaller markets
- To help prove that they're serious, they have dropped 17 of 21 pending commission complaints across the region and the rest soon.
- They want to form a business to business relationship or more like it should be a vendor to customer relationship in region.
- If they're still issues lingering, he wanted them identified and detailed (product, pricing, functionality)
- He wants to 'cut a deal' on line cost, period.
- They're impatient, they want results so they want to begin taking action

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Other discussion items:

- Opportunities for co-construction
- Network sharing
- Delivery issues
- Out of region desires, SplitRock specific
- Open discussions, unless both parties agree it's 'on the record'

Assessment:

- Cautiously optimistic
- Same conversation we had with Kelley months ago (but this was during Sol reign)
- They seemed sincere about writing down their revenue for the prospect of added revenue in region and especially out of region
- We need to be sure we ask for exactly what we want, because we may just get it and then we have nobody to blame but us.
- DSL and VM resale would be a great addition to the mix.
- Even though it appears that we'll get some nice bones, we need to negotiate on every detail
- It would sure be nice working business to business without every concern being regulatory.
- Only time will prove their claims

Plan:

- Phased approach recommended (could happen in parallel)
- Phase 1- Centrex/UNE-Z Pricing proposal
- Phase 2- Network to Network discussions
- Phase 3- Joint Planning Meeting
- Phase 4- Legal to Legal meeting

Action Items:

- Line Cost Proposal
 - Need to establish pricing target (with access rev) (Stacey/Jim Balvanz)
 - Need to determine platform (UNE-P, CTX, UNE-Z) (all)
 - How many lines can we commit to and for what period (Balvanz)
 - How do features add in. (Balvanz and marketing)
 - What's the differential by state in UNE-L(colo) and UNE-Z if we were going to not deploy added colos (Balvanz)
- Colocation Assessment
 - What stage are we in where (Loch/Novak/Graham)
 - What price would we need to delay or abort (Balvanz/Loch)
 - How do we reprioritize based on new keeping UNE-Z (Balvanz/Loch)
- Forecast
 - co level, lines on-switch vs. resale lines (Stacey/Loch)
 - potential feature mix (Stacey/marketing)