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Deanhardt, C. - Exhibit 9

Case No. QWE-T-06-17

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STATE OF MINNESOTA
BEFORE THE PUBLIC UTILITIES COMMISSION

In the Matter of the
Complaint of the
Minnesota Department of
Commerce Against Qwest
Corporation Regarding
Unfiled Agreements

Docket No. P-421/C-02-197

DEPOSITION OF BLAKE FISHER

TAKEN AT: Van Cott, Bagley, Cornwall & McCarthy
50 South Main Street, Suite 1700
Salt Lake City, Utah

DATE: June 27, 2002

TIME: 12:16 p.m.

REPORTED BY: Scott M. Knight, RPR

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APPEARANCES

FOR QWEST:
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 20 FOR McLEOD:
 21 WARREN G. LAVEY, ESQ.,
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 24 Chicago, Illinois 60606
 25 .

0003

1 Appearances Continued
 2 .
 3 FOR THE WITNESS:
 4 LOREN E. WEISS, ESQ.,
 5 VAN COTT, BAGLEY, CORNWALL & MCCARTHY
 6 50 South Main Street, Suite 1600
 7 Salt Lake City, Utah 84144
 8 .

9 Also Present:
 10 Clay Deanhardt
 11 Dan Lipschultz (via telephone)
 12 .
 13 .
 14 .
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0005

1 Deposition of Blake Fisher
2 June 27, 2002
3 PROCEEDINGS

4 BLAKE FISHER, called as a witness for
5 and on behalf of Qwest, being first duly sworn,
6 was deposed and testified as follows:

7 EXAMINATION

8 BY-MR.NAZARIAN:

9 Q. Good afternoon, Mr. Fisher.

10 A. Good afternoon.

11 Q. We met a little while ago in the hall,
12 but my name is Doug Nazarian. I'm an attorney
13 with Hogan & Hartson. I'm here representing
14 Qwest. My colleague Martha Russo is here with
15 me. I guess before we get started, has everybody
16 who is in the room or their client, at least,
17 signed the protective order in this case?

18 MR. ALPERT: As far as I'm aware, for
19 the department, myself and Mr. Deanhardt have.

20 MR. NAZARIAN: And McLeod has executed
21 a protective order?

22 MR. LAVEY: I believe that's right.

23 MR. WEISS: I haven't.

24 MR. NAZARIAN: I believe they have,
25 too. I just wanted to--

0006

1 MR. WEISS: I haven't, so . . .

2 MR. ALPERT: I should clarify. To the
3 extent the department had to sign one, we've
4 complied.

5 MR. NAZARIAN: I want to make sure
6 we're clear on the record that there are going to
7 be topics covered in today's deposition that are
8 going to include material that's considered trade
9 secret. We could go back later and designate
10 line by line when we've done that or not done
11 that, but I want everybody to be aware that it is
12 subject to protective order and that Qwest
13 reserves it's rights under the protective order to
14 protect trade secret information that we talk
15 about today.

16 BY MR. NAZARIAN:

17 Q. Mr. Fisher, have you ever had your
18 deposition taken before?

19 A. Yes.

20 Q. So you're familiar, generally, with how
21 this all works?

22 A. Yes.

23 Q. And I will therefore spare you my long
24 spiel about deposition procedure. But I will
25 caution you that I can talk fast. And I will try

0007

1 not to do that for the sake of the reporter. But

2 if I do get going and you can't follow me,
3 please, don't hesitate to say so. And I'll stop
4 and calm down and--

5 A. Okay.

6 Q. --say everything again. If you don't
7 understand my question, would like me to rephrase
8 it or repeat it, just say so and we'll do that.
9 And if for any reason you need to take a break or
10 would like to stop for a little while, we can do
11 that. Just say the word. Okay?

12 A. Okay.

13 Q. Great.

14 MR. LAVEY: I'm Warren Lavey. I'm here
15 representing McLeod. And as you said, in terms
16 of Qwest's right to designate material as trade
17 secret, so too, McLeod would reserve its right to
18 designate some aspects of the testimony as trade
19 secret.

20 MR. ALPERT: And the department would
21 reserve its right to challenge such designations.

22 MR. NAZARIAN: Sure. Everybody
23 reserves everything and we're on our way.

24 BY MR. NAZARIAN:

25 Q. Mr. Fisher, I understand you're

0008

1 recently retired, is that true?

2 A. That's true.

3 Q. Congratulations.

4 A. Thank you.

5 Q. Before you retired, you worked at
6 McLeodUSA, correct?

7 A. Yes.

8 Q. How long had you been employed by
9 McLeod?

10 A. Since February of '96.

11 Q. And during the time you worked for
12 McLeod, you--I know you say in your affidavit--and
13 we'll show you that in a minute--that you held a
14 number of senior executive positions, is that
15 right?

16 A. Correct.

17 Q. Tell me, if you could, what positions
18 you held during your time at McLeod.

19 A. The first position I held was chief
20 financial officer. And following that, I became
21 regional president of what ultimately became known
22 as the western region. After that, I became
23 group vice president and chief planning and
24 development officer.

25 Q. Okay. And that was the position you

0009

1 held when you retired in May?

2 A. Yes.

3 Q. Is that right?

4 To whom did you report at McLeod in the
5 latter half of the year 2000?

6 A. I always reported to Steve Gray, who

7 was president.

8 Q. You reported directly to him?

9 A. Yes.

10 Q. And is there a chief executive officer
11 to whom Mr. Gray reported?

12 A. He reported to Clark McLeod.

13 Q. I've heard of him. And just so we're
14 clear, when you say he reported to Clark McLeod,
15 this is during the latter half of 2000, is that
16 right?

17 A. Yes.

18 Q. In your--in the latter half of 2000,
19 you held the regional president and group vice
20 president positions, is that right, or were you
21 just--just, to denigrate--you held one title--let
22 me start again. In the latter half of 2000, Mr.
23 Fisher, you were--were you the regional president
24 for the western region, or were you the group
25 vice president and the development officer?

0010

1 A. I became group vice president and chief
2 planning and development officer in December of
3 1999, so from that point on.

4 Q. So in connection with agreements that
5 were negotiated or signed in September, October of
6 2000, you were--your title was the group vice
7 president title?

8 A. That's correct.

9 Q. Okay. In your capacity as group vice
10 president--I won't spell the whole title out, but
11 we know what we're talking about--what was your
12 authority to enter agreements on behalf of McLeod?

13 A. The board of directors give--gave
14 authority to somebody at my level, authority up to
15 a limit which I don't recall. And over and above
16 that limit, we would have to go to the board of
17 directors and get authority.

18 Q. Do you have any rough understanding of
19 where the limit was?

20 A. My rough understanding would be in the
21 range of \$5 million of total commitment.

22 Q. Five million?

23 A. Yes.

24 Q. So for any--I'm not going to hold you
25 to the exact figure, but your sense, as you sit

0011

1 here is, if you had a deal in the works that had
2 a commitment value to McLeod, you know, in excess
3 plus or minus \$5 million, you would need to get
4 approval to go ahead with that transaction, is
5 that right?

6 A. That's correct.

7 Q. And you would need approval from the
8 board of directors or from Mr. Gray or from
9 somebody else?

10 A. I would need approval from either Mr.
11 Gray, Mr. McLeod, or the board, depending on the

12 level.

13 Q. At what point--do you know or have any
14 sense of what Mr. Gray's authority to enter into
15 agreements or to approve agreements on behalf of
16 McLeod might have been in that late 2000 time
17 frame?

18 A. I don't remember precisely, but I would
19 estimate in the range of 10 million, Mr. Gray
20 would have. Mr. McLeod would make a decision as
21 to whether he felt he needed to go to the board.
22 There's probably a defined number in the range of
23 25 million.

24 Q. So without, again, holding you to real
25 precise dollar figures, is it fair to say that a

0012
1 deal that had commitment value to McLeod of in
2 excess of 25, 30 million dollars would require the
3 commitment of the board of directors, as you
4 recall?

5 A. Yes.

6 Q. When you--well, make the predicate. In
7 the course of your time at McLeod, did you have
8 occasion to negotiate and enter agreements on
9 behalf of McLeod?

10 A. Yes.

11 Q. You did that many times, I imagine?

12 A. I did.

13 Q. Were there some of those agreements
14 that required you to seek advice or approval from
15 the legal department at McLeod?

16 A. As a matter of course, almost all
17 agreements I worked on at McLeod there would be a
18 legal representative involved.

19 Q. So it wouldn't be at all unusual--in
20 fact, it would be the normal course for the legal
21 department at least to have reviewed and weighed
22 in on agreements that you were involved in
23 negotiating for McLeod?

24 A. Yes.

25 Q. In the course of your time at McLeod--

0013
1 let me--strike that. What was your authority
2 during your time at McLeod to enter into oral
3 agreements on behalf of the company?

4 A. My agreements to enter--or my authority
5 to enter into oral agreements would parallel what
6 we talked about earlier.

7 Q. So there were no other restrictions on
8 your authority to enter into oral agreements
9 beyond those you described generally when we
10 talked a minute ago?

11 A. No other restrictions I can think of.

12 Q. In the course of your time at McLeod,
13 how many oral agreements did you enter into on
14 behalf of the company, or negotiate?

15 A. I don't know.

16 Q. Do you not know because the number is

17 so big you can't count, or you don't know because
18 you can't remember any?

19 A. I have never attempted to count the
20 oral agreements I entered into.

21 Q. Well, take a moment, if you can--and
22 again, I won't hold to you precise numbers, but I
23 want to get an estimate. Have you entered into
24 more than ten oral agreements or negotiated more
25 than ten oral agreements on behalf of McLeod

0014

1 during your time with the company?

2 A. Probably more than ten.

3 Q. Of those oral agreements, however many
4 exactly there were, how many of them required the
5 approval of Mr. Gray, Mr. McLeod, or the board of
6 directors?

7 A. I don't recall.

8 Q. Did any of them require the approval of
9 Mr. Gray, Mr. McLeod, or the board of directors?

10 A. I am--yes.

11 Q. So there is some number of oral
12 agreements with which you were involved during
13 your time at McLeod that rose to a level of
14 financial significance to the company that
15 required approval beyond your authority; is that a
16 fair statement?

17 A. Yes.

18 Q. And you--can you recall any of those
19 agreements specifically?

20 A. The agreements I can recall
21 specifically would normally have been with
22 investment bankers in my role as chief financial
23 officer.

24 Q. Those oral agreements related to fees
25 or the provision of financial services by those

0015

1 bankers to McLeod?

2 A. Yes.

3 Q. Can you recall negotiating or entering
4 into any oral agreement during your time at McLeod
5 that was not with an investment banker?

6 A. I can't at this time, no.

7 MR. LAVEY: Let me just clarify the
8 question. You're asking in addition to the oral
9 agreement that he's covering in his affidavit?

10 MR. NAZARIAN: No, sir. I asked the
11 question generally.

12 MR. LAVEY: Let's clarify that for the
13 witness and ask him to answer that question.

14 MR. NAZARIAN: Let me ask my follow-up
15 question, which I think might clarify.

16 BY MR. NAZARIAN:

17 Q. Is it fair to say, Mr. Fisher, then,
18 with the exception of agreements you might have
19 negotiated with investment bankers--putting them
20 aside--that every agreement you negotiated on
21 behalf of McLeod--McLeod entered into during your

22 time at the company was ultimately reduced to some
23 controlling writing or series of writings?

24 A. When I was answering the question
25 earlier, rightly or wrongly, I was excluding the

0016
1 agreement with Qwest that I discussed specifically
2 in the affidavit.

3 Q. So you--

4 A. That is the only one I recall having an
5 oral agreement on.

6 Q. Other than--

7 A. Other than the ones with investment
8 bankers.

9 Q. --with investment bankers?

10 A. Yes.

11 Q. So that we're all on the same page,
12 then, in your six years at McLeod, you can recall
13 negotiating and entering into exactly one oral
14 agreement other than those with investment
15 bankers?

16 A. Yes.

17 Q. Okay. So it's fair to say, then, it
18 would have been unusual, outside of the investment
19 banking context, for you to negotiate or McLeod to
20 enter into an oral agreement with another company;
21 is that right?

22 A. Yes, it would have been unusual for me
23 to do that.

24 Q. And it's--is it also fair to say that
25 it would generally be McLeod's practice to

0017
1 memorialize agreements with other companies,
2 particularly with telecommunications companies in
3 writing?

4 A. Yes.

5 Q. Isn't that correct?

6 A. Yes, it would be.

7 Q. Describe, if you can, Mr. Fisher, for
8 me, your perception of McLeod's relationship with
9 Qwest in the year 2000. Was it a--an amicable,
10 trusting relationship? Was it distrustful? Was
11 it strained? How would you describe it?

12 A. During the whole year of 2000, are you
13 asking?

14 Q. I've asked it that way, but if you
15 want--if it changed over the course of that year,
16 I'd ask you to break it out for me. I understand
17 there was a merger in that time period.

18 A. Yeah, so you are asking me about Qwest,
19 not US West. I'm just trying to understand your
20 question.

21 Q. That's fair. It's a fair distinction.
22 I guess the way I asked the question was by
23 referring to Qwest over the course of a year
24 where Qwest merged with US West. In my head, I
25 had both entities, Qwest and US West involved.

0018

1 But maybe rather than asking it that way, let's
2 go at it a different way.

3 In the time period following the
4 Qwest-US West merger, what was your perception of
5 McLeod's relationship with the new entity?

6 A. My perception, once the Qwest merged
7 with US West, is that we had a developing
8 positive relationship with Qwest. And it
9 developed from the time of the merger through that
10 year.

11 Q. So before the Qwest-US West merger,
12 your--is it fair to say McLeod's relationship with
13 Qwest or US West or both was less than positive?

14 A. Our relationship with Qwest prior to
15 the merger--I had very little involvement until
16 they announce the merger and once they announced
17 the merger, before it was completed, we had some
18 very--I'd say positive discussions with Qwest
19 management.

20 Q. Once you knew the merger was coming?

21 A. Once we new knew the merger was coming.
22 Prior to that, I had virtually no--I had very
23 little interaction with Qwest.

24 Q. How about US West?

25 A. With US West, from the time I became

0019

1 regional president, I would say it was--it was a
2 strained relationship, but we were starting to
3 have some productive discussions.

4 Q. And then things started to improve in
5 some fashion after the merger, is that what you
6 said?

7 A. The relationship with Qwest, after it
8 merged with US West, yes, our relationship
9 definitely improved.

10 Q. And it was in the--in that post merger
11 time frame, then, that McLeod sought to expand or
12 develop its business relationship with Qwest;
13 isn't that right?

14 A. No. We started to expand and develop
15 our relationship with US West well before the
16 merger.

17 Q. And then in the time period after the
18 merger, those talks continued and--and led us up--
19 I mean, they've continued to this day, but they
20 lead us up to the agreements that bring us here
21 in September and October of 2000; is that right?

22 A. Yes.

23 Q. And the--and those agreements--and
24 we'll talk in more specific terms in a minute
25 about what exactly what agreements we're talking

0020

1 about--they did represent an expansion of the
2 business relationship between McLeod and Qwest at
3 that time, did they not?

4 A. Yes.

5 Q. In general terms, Mr. Fisher, it's not

6 at all uncommon for companies to enter agreements
7 to settle disputes between them; is that right?
8 A. It's--I think it is common.
9 Q. It is common for them to do that, yes?
10 A. Yes.
11 Q. And those settlements, when companies
12 enter them, can include agreements to pay money,
13 right?
14 A. Yes.
15 Q. And they can include agreements to stop
16 fighting with each other, correct?
17 A. Correct.
18 Q. And is it also fair to say, Mr. Fisher,
19 that it is common for companies to enter into
20 agreements that contain confidentiality
21 provisions?
22 A. Yes, it is common.
23 Q. If you're going to trade sensitive
24 information, you want the other to honor that
25 confidentiality, correct?

0021

1 A. Yes.
2 MR. NAZARIAN: Let's mark this as
3 Exhibit 1, please.
4 Exhibit-1 marked
5 MR. WEISS: You didn't bring
6 eleven-teen copies.
7 MR. NAZARIAN: I brought five, plus
8 mine. Actually, Martha and I can share.
9 MR. LAVEY: Do you want the witness to
10 have his own?
11 MR. NAZARIAN: The witness will get the
12 one with the sticker.
13 Let's mark this as Exhibit No. 2.
14 Exhibit-2 marked
15 BY MR. NAZARIAN:
16 Q. Mr. Fisher, I'm going to hand you two
17 documents to see if our arms between us can get
18 across the table.
19 MR. WEISS: It was designed that way.
20 BY MR. NAZARIAN:
21 Q. I've handed you what--two documents the
22 reporter has marked as Exhibits 1 and 2 to your
23 deposition.
24 MR. LAVEY: Sorry, we only got one.
25 MR. DEANHARDT: We got one.

0022

1 MR. NAZARIAN: I'm sorry. That's
2 because I'm hoarding all the copies here in my
3 folder.
4 BY MR. NAZARIAN:
5 Q. I've had the reporter mark and we've
6 handed to you and now distributed in the room,
7 Mr. Fisher, the two documents the reporter has
8 marked as Exhibits 1 and 2 to your deposition.
9 Do you recognize these?
10 A. I recognize Exhibit 1 and Exhibit 2.

11 Q. These are--these are documents that are
12 both titled, "Purchase Agreement," correct?
13 A. Correct.
14 Q. And they were executed by Qwest and
15 McLeod on October 26, 2000, correct?
16 A. Yes. The specific companies--
17 Q. Yes.
18 A. --are McLeod Telecommunications Services
19 and Qwest Communications Corp.
20 Q. Fair enough.
21 A. Okay.
22 Q. And you executed both of these
23 documents on behalf of the relevant McLeod entity,
24 correct?
25 A. Correct.

0023

1 Q. There's your signature?
2 A. Yes.
3 Q. And you were the lead McLeod negotiator
4 for these two agreements, were you not?
5 A. Yes.
6 Q. It's fair to say, Mr. Fisher--and take
7 whatever time you need to go back over them, if
8 you need to--that the commitment value of these
9 agreements to McLeod exceed--exceeded your
10 authority to enter into them yourself, correct?
11 A. Correct.
12 Q. Were these agreements approved by the
13 board of directors of McLeod?
14 A. My understanding is, yes. I was not at
15 the board meeting, but I was told that they were.
16 Q. You were told by Mr. Gray or Mr. McLeod
17 that they were?
18 A. Mr. Gray.
19 Q. Mr. Gray?
20 A. Mr. Gray.
21 Q. Got it.
22 The word discount does not appear
23 anywhere in either of these documents, does it,
24 Mr. Fisher?
25 A. I don't remember.

0024

1 Q. Okay. Do you want to take a look, or
2 do you want to take my word for it?
3 A. I'd rather take your word, of course,
4 subject to check.
5 Q. That's fine.
6 A. I'm not real good at--I'd have to go
7 into a computer probably to check it.
8 MR. WEISS: Search.
9 THE WITNESS: Search, yeah. Search for
10 discount.
11 BY MR. NAZARIAN:
12 Q. Subject to check, then, will you--would
13 you agree with me--well, I guess anybody can read
14 the document. We can see for ourselves. But
15 you--since you negotiated these documents, you

16 wouldn't expect to see the word discount, refund,
17 rebate, or anything--any similar word contained in
18 these agreements, would you?

19 A. No, I wouldn't expect to see that word.

20 Q. These agreements committed Qwest and
21 McLeod--one agreement for Qwest and one for
22 McLeod--to purchase services from the other,
23 correct?

24 MR. WEISS: On your document Bates
25 stamped Q110116, last sentence on the page, I see
0025

1 the word, "discount."

2 MR. NAZARIAN: The word, "discount,"
3 does appear.

4 THE WITNESS: Thank you, Larry.

5 MR. WEISS: Thank you, Warren.

6 MR. LAVEY: You're welcome.

7 BY MR. NAZARIAN:

8 Q. Well, these--let's clarify that, then.
9 These documents are not--neither of these
10 agreements was designed or intended to memorialize
11 a discount that Qwest would give to McLeod against
12 the purchase of services, correct?

13 A. I can't agree with that
14 characterization.

15 Q. Is it fair to say--well, let's back up
16 a minute. When these agreements were negotiated
17 by you on behalf of McLeod, is it fair to say
18 that one of McLeod's business goals in negotiating
19 these agreements was to obtain the best possible
20 price for the services it needed from Qwest?

21 A. Yes.

22 Q. Okay. Is it fair to say that in the
23 course of those negotiations, McLeod asked Qwest
24 to enter into an agreement that specified McLeod
25 would get a discount for the services it bought
0026

1 from Qwest, in writing?

2 A. Could you repeat that?

3 MR. NAZARIAN: Can I ask the reporter
4 to read it back, please?

5 (The last question was read.)

6 MR. LAVEY: Doug, I think it would help
7 the witness if you could just define discount. I
8 think you'll get a better answer to your question
9 if you do that.

10 MR. NAZARIAN: Like him to try to
11 answer my question if he can. Then we'll unpack
12 it if we have to.

13 THE WITNESS: I asked Qwest--and before
14 that, US West--to provide us the best economic
15 transaction they could for the services that they
16 were providing to McLeod. And one of the
17 mechanisms that would have been acceptable to us,
18 from an economic perspective, would be to receive
19 discounts off of pricing it was currently paying.
20

BY MR. NAZARIAN:

21 Q. And that mechanism was proposed and
22 rejected, correct?

23 A. US West--and I can't remember the
24 precise timing relative to the merger, maybe
25 following the merger--did provide McLeod with
0027
1 various pricing proposals.

2 Q. But those never ripened into actual
3 agreements?

4 A. Not until the interconnection
5 agreements we entered into and the agreements
6 represented by Exhibit 1 and 2 and in oral
7 agreements that we entered into with Qwest.

8 Q. Let's take those one at a time. The
9 interconnection agreement deals with the nuts and
10 bolts of connecting the networks, right? That
11 doesn't deal specifically with price terms?

12 A. No, that's incorrect.

13 Q. What price terms are covered by the
14 interconnection agreement, just generally. I can
15 pull it out if you want to go through it,
16 but . . .

17 A. In the interconnection agreement, there
18 are pricings for what we refer to as UNE-M for
19 each of the 14 states that Qwest operates in and
20 provides local services.

21 Q. And so it laid out the terms of that
22 interconnection relationship and the UNE-M
23 pricing?

24 A. Correct.

25 Q. And then at the same time, Qwest and
0028

1 McLeod entered these agreements that are marked 1
2 and 2 to your deposition, correct?

3 A. Correct.

4 Q. And these agreements don't relate to
5 pricing of services Qwest is selling to McLeod or
6 McLeod is selling to Qwest, correct?

7 A. No.

8 Q. These agreements numbers 1 and 2
9 obligate Qwest to purchase certain amounts of
10 services from McLeod and McLeod to purchase
11 certain amounts of services from Qwest, correct?

12 A. They provide for that. You used the
13 word relate in your initial question.

14 Q. Okay. They don't specifically--let me
15 step back, then. The agreements marked as
16 Exhibits 1 and 2 do not establish the price of
17 any particular Qwest or McLeod service to the
18 other, correct?

19 A. That is correct.

20 Q. They--these two agreements--and they--
21 one flows in one direction and one flows in the
22 other, but they represent commitments of the two
23 companies to buy certain amounts of
24 telecommunication services from the other,
25 correct?

0029

1 A. No.

2 Q. Where did I go wrong?

3 A. They are take-or-pay contracts that
4 provide for financial payments.

5 Q. I see. So if you don't meet the buy
6 commitment, then you pay the difference?

7 A. That's correct.

8 Q. Okay. Fair enough. Is it fair to say,
9 Mr. Fisher, that the purchase of services under
10 these agreements, or the payment in lieu of the
11 purchase, is a source of revenue to these
12 companies? In other words, if Qwest is agreeing
13 to buy some dollar figures worth of services from
14 McLeod each year and if it doesn't actually buy
15 them then to pay the difference, that that is
16 revenue to McLeod. Is that a fair statement?

17 A. Are you asking that question from an
18 accounting perspective, or just do I consider it
19 cash flow and revenue into the companies?

20 Q. I'm not sophisticated enough in
21 accounting terms to break--to be asking you at
22 that level of nuance. Is there--Qwest--Qwest is
23 agreeing, in the document marked as No. 1, to buy
24 things from McLeod and to pay money if it
25 doesn't, correct?

0030

1 A. That's correct.

2 Q. And to the extent that Qwest had not
3 previously been buying services from McLeod before
4 it entered into this agreement, that would be new
5 money to McLeod, correct, whether it's a purchase
6 or a payment in lieu of purchase?

7 A. It would be revenue that had not
8 occurred previously. That's correct.

9 Q. So it would be a new source of revenue,
10 and I'm using that term in a general sense.

11 A. Yes.

12 Q. Now, is it fair to say, Mr. Fisher,
13 that the commitment that Qwest made in the
14 agreement that's marked as Exhibit No. 1
15 represented a new commitment from Qwest to McLeod
16 at the time of this agreement?

17 A. To the best of my knowledge, yes.

18 Q. You were not aware that Qwest was
19 making, shall we say, significant purchases of
20 telecommunication services from McLeod at that
21 time?

22 A. No, I was not.

23 Q. So to the extent, then, that Qwest has
24 now committed, in the agreement that's marked as
25 No. 1, to either purchase a certain level of

0031

1 services or to pay the difference, Qwest has made
2 a new revenue commitment to McLeod, correct?

3 A. Correct.

4 Q. And that commitment comes in the

5 context of a broader series of agreements that
6 defined Qwest and McLeod's business relationship
7 at the time, correct?

8 A. Yes.

9 Q. You mention the interconnection
10 agreement, we just talked about the Qwest purchase
11 agreement No. 1, and then there's the McLeod
12 purchase agreement which is No. 2, right, in which
13 McLeod made a similar take-or-pay commitment to
14 Qwest, right?

15 A. They made a take-or-pay commitment that
16 was much larger.

17 Q. Yes. That's true. It's--over the
18 course of three years, it was Trade Secret Begins \$480 million,
19 Trade Secret Ends correct?

20 A. Correct.

21 Q. And Qwest's aggregate take-or-pay
22 commitment over that same time period was--I'm not
23 great at math, but somewhere in the Trade Secret Begins 53 million,
24 Trade Secret Ends plus or minus, range. Does that sound about
25 right?

0032

1 A. Yes.

2 Q. So, right, McLeod's take-or-pay
3 commitment to Qwest was greater than Qwest's,
4 correct?

5 A. Correct.

6 Q. Although at the time, Qwest--or McLeod
7 already was a customer of Qwest's, right?

8 A. Yes.

9 Q. And it's fair to say, is it not, that
10 McLeod anticipated in October 2000 that its
11 purchases from Qwest would increase along the
12 lines set forth in this agreement if its business
13 continued to grow as it hoped?

14 A. Along the lines in what agreement?

15 Q. In the McLeod purchase agreement set
16 forth as No. 2?

17 A. Exhibit 2?

18 Q. Yes.

19 A. No. Our purchases were expected to be
20 substantially larger than specified in Exhibit 2.

21 Q. Okay. So at the very least, then, if
22 McLeod's business grew as you anticipated, McLeod
23 would be purchasing at least Trade Secret Begins \$480 million worth of
24 Trade Secret Ends services from Qwest over those three years in the
25 normal course?

0033

1 A. That was my expectation.

2 Q. All right. So we've talked about three
3 agreements. We've talked about the
4 interconnection agreement. We've talked about
5 these two purchase agreements 1 and 2. Now
6 you've mentioned an oral agreement. Tell me
7 exactly, Mr. Fisher, what the terms of this oral
8 agreement are. I'd be glad to show you a
9 writing, but it's oral, so I--and you were the

10 guy who negotiated it.
11 A. Yes, can I refer to my deposition?
12 Q. Oh, you mean--
13 A. Excuse me, affidavit.
14 Q. Your affidavit? I'd like you to do it
15 from your memory, since you were the guy who
16 negotiated it.
17 A. Okay. I'll do the best I can from my
18 memory. We received from Qwest a document that
19 was an exhibit to my affidavit that provided
20 approximately for the years beginning in October
21 of 2000 and specifically referring to 2001, 2002,
22 2003, an estimate--excuse me--not an estimate, an
23 amount of revenue that would run from McLeod to
24 Qwest. And starting in 2001, there was a--what
25 was referred to as a discount amount for purchases

0034

1 of up to about Trade Secret Begins \$200 million Trade Secret Ends in 2001
that would
2 give McLeod approximately a 6 1/2 percent
3 discount. And then there was an increment above
4 that--and I don't remember the specific number,
5 it's on the exhibit--of somewhere in the range of
6 Trade Secret Begins 220 million up to--between 200 and 220 million Trade
Secret Ends
7 that would provide for an 8 percent discount, and
8 then above a certain level, approximately Trade Secret Begins 200
9 million, Trade Secret Ends that would provide for a 10 percent
10 discount.

11 Then in 2002 and 2003, McLeod had to
12 purchase approximately Trade Secret Begins 200 million Trade Secret Ends to
qualify for
13 an 8 percent discount. In 2002, over Trade Secret Begins 230 million Trade
Secret Ends
14 approximately required to qualify for a 10 percent
15 discount and in 2003, over Trade Secret Begins 200 million Trade Secret
Ends for an 8
16 percent discount, and over about Trade Secret Begins 250 million Trade
Secret Ends for a
17 10 percent discount.

18 And the oral agreement provided that
19 the way that McLeod would receive those amounts
20 would be to look at the amount it received under
21 Exhibit 1 and received revenue either above or
22 below that according to that schedule I just
23 described.

24 Q. So in other words, this discount you've
25 described as this oral agreement was an umbrella

0035

1 discount. In other words, McLeod was entitled to
2 this tiered discount, as you've described it. And
3 it might capture some of that through the
4 performance of the take-or-pay marked as Exhibit
5 No. 1. To the extent it didn't then Qwest would
6 pay the difference in cash?

7 A. That's correct. Just for additional
8 clarification, you're right, that's for all

9 services purchased from Qwest, whether local, long
10 distance. If we paid them for any type of
11 service, then all of that was counted as revenue
12 towards that volume commitment.

13 Q. Who at Qwest entered into that oral
14 agreement?

15 A. Greg Casey and Audrey McKenney.

16 Q. Did you hear agreement to those terms
17 from both of their mouths directly?

18 A. Yes.

19 Q. And were you the only person on the
20 McLeod side who agreed to this?

21 A. No.

22 Q. Who else agreed to it from McLeod?

23 A. The other people involved in the
24 negotiations were Jim Balvanz, who was vice
25 president of finance Stacey Stewart, who was vice
0036

1 president of ILEC relations. I'm sorry. I-L-E-C
2 relations. I--I discussed this agreement with
3 Steve Gray, who was aware of the specifics of the
4 agreement.

5 Q. Who was present for that handshake
6 moment, or the--that precise point in time when
7 this agreement was formed? In other words, I
8 know that there was--over the course of over how
9 many months you all had been talking there was
10 talk about discounts, right?

11 A. Yes.

12 Q. But there came a point, you know--as I
13 understand your testimony--and please, correct me
14 if I don't have it right--that this discussion, in
15 your view, ripened into this oral agreement you've
16 described, correct?

17 A. Yes.

18 Q. Who exactly exchanged the handshake or
19 the words that turned it into an agreement, in
20 your view?

21 A. I have to describe three or four things
22 that happened that led to the final agreement.

23 Q. Well, you can do that, but please--

24 A. The final--the specific answer to your
25 question is the handshake agreement occurred over
0037

1 the telephone between Greg Casey and myself the
2 night before our board meeting. And I don't
3 remember the date. I think it was October 25,
4 but I'd have to check that.

5 Q. It was before these agreements were
6 signed by you and by Mr. Casey?

7 A. Yes. And on the phone at the time for
8 Qwest was Greg Casey, who I made the agreement
9 with, Audrey McKenney was on the phone as well,
10 and for McLeod, Jim Balvanz, Stacey Stewart, and
11 Randy Rings were on the phone.

12 Q. So it was a conference call?

13 A. It was a conference call.

14 Q. Why was McLeod willing to enter into an
15 agreement of this magnitude without a writing?

16 A. The interconnection agreement we
17 entered into that I described earlier provided for
18 pricing to McLeod that was--would save roughly two
19 and a half million dollars a month for McLeod as
20 compared to the pricing they previously had. So
21 the interconnection pricing, on a stand alone
22 basis, was an improvement economically.

23 For McLeod to enter into Exhibit 2,
24 which was a take-or-pay contract with certain
25 minimums, and in order to keep McLeod on what

0038

1 I'll call the Qwest network, by that, I include
2 their loops and their switches--the volume pricing
3 arrangement where we would receive what we've been
4 discussing as a discount, in my judgment,
5 economically was worthwhile for McLeod to continue
6 to use the Qwest network.

7 And I felt that Exhibit 1 provided
8 financially a commitment by Qwest to provide
9 McLeod a substantial part of that revenue. And I
10 had the word of Greg Casey that if we met the
11 amounts of revenue to Qwest, that we would get
12 the incremental revenue. And that I viewed, as
13 did the other members of my team, a good economic
14 arrangement for McLeod.

15 If, for some reason, that arrangement
16 broke down, then McLeod had the option of
17 continuing to build out its network, get off of
18 Qwest switches and use its own. So overall, the
19 business arrangement provided options to McLeod,
20 and assuming Qwest honored its oral agreement with
21 me, provided a good mechanism for us to stay on
22 Qwest network.

23 Q. So did McLeod not want the agreement in
24 writing because it wanted to retain the option to
25 build out its network?

0039

1 A. No. McLeod would have preferred to
2 have this agreement in writing.

3 Q. But Qwest would not enter into an
4 agreement like that in writing, correct?

5 A. That is correct.

6 Q. Did the McLeod board approve this oral
7 agreement, to your knowledge?

8 A. I do not know. I was not at the board
9 meeting.

10 Q. Did Mr. Gray approve the oral
11 agreement?

12 A. Yes.

13 Q. And he knew, as far as you know, that
14 it was oral and not written?

15 A. Yes, he did.

16 Q. You apprised him of that?

17 A. Yes.

18 Q. Did Mr. Gray tell you whether the board

19 had been advised that the agreement was oral?

20 A. I don't remember.

21 Q. Mr. Gray--would Mr. Gray have been the
22 person to advise the board on this agreement--this
23 oral--alleged oral agreement?

24 A. Yes.

25 Q. So he would know what the board was

0040

1 told or not told about it?

2 A. That's correct.

3 Q. So put your chief financial officer hat
4 back on, then, Mr. Fisher, if you would. If
5 Qwest made a payment to McLeod pursuant to this
6 oral agreement that you've described, which was an
7 agreement, as you described it, to give McLeod a
8 discount against the purchases McLeod had made
9 from Qwest, would you expect that--

10 MR. LAVEY: I'm sorry. I'm going to
11 object. I'm not sure if that properly
12 characterizes his testimony.

13 MR. NAZARIAN: Okay. Let me finish the
14 question. You can interpose your objection. The
15 record will sort it out.

16 BY MR. NAZARIAN:

17 Q. You've testified--and correct me if I'm
18 wrong--that McLeod and Qwest entered into this
19 oral agreement you described, the purpose of which
20 was to give McLeod a discount off of the services
21 that it purchased from Qwest, correct?

22 A. I've testified that it was--that we
23 have a combination of agreements.

24 Q. Okay.

25 A. Okay.

0041

1 Q. But the oral portion of it created an
2 overarching discount, some of which might be
3 satisfied by the take-or-pay, but not necessarily,
4 right?

5 A. That is correct.

6 Q. Okay. And under some set of facts,
7 if--if McLeod purchased more in services from
8 Qwest than the take-or-pay required, then as
9 you've described this series of agreements, Qwest
10 would owe McLeod a payment in cash, correct?

11 A. Yes.

12 Q. In your capacity as the former chief
13 financial officer of McLeod, would you expect that
14 payment to be booked as revenue or as reduction
15 costs?

16 A. My view would be you have to look at
17 the transaction as a whole. And the way this
18 transaction was structured was for Qwest, under
19 Exhibit 1, to make payments to McLeod, and to the
20 extent McLeod made purchases at a higher level,
21 then we would receive incremental revenue from
22 Qwest. That was the oral understanding. Up
23 to--up to the levels I described: 6 1/2, 8

24 percent, 10 percent levels. So that's the way
25 the agreement was structured. The impact from a
0042

1 business perspective was that we--you could say
2 that was an offset to the cost, but because of
3 the way it was structured, it was--I believe it
4 was revenue.

5 Q. So what you're really saying, then, is
6 that Qwest made a commitment to pay revenue above
7 and beyond what it said in the take-or-pay?

8 A. That's correct.

9 Q. Not to give McLeod a discount, that
10 this revenue contribution would be measured by
11 some percentage of the services that McLeod
12 purchased from Qwest. Is that your
13 characterization of it now?

14 A. That would be--yes, that's consistent
15 with my characterization.

16 Q. So you would resist, then, description
17 of your oral agreement as being a discount
18 agreement, correct?

19 A. I think you're playing with words.

20 Q. Well, I don't want to play with words.
21 I want--I want to get at this, but I also know
22 that Qwest is being accused of giving hidden oral
23 discounts to McLeod, so I want to hear--you're the
24 guy who negotiated this. I want to hear your
25 understanding. Is the oral agreement an agreement
0043

1 to provide a discount?

2 A. The oral agreement effect, okay, as
3 demonstrated by the exhibit to my affidavit, was
4 to compute a discount--a number of the total
5 purchases that McLeod made from Qwest. The
6 mechanism, which is different--the mechanism to
7 effect that agreement was to enter into the
8 purchase agreement that's Exhibit 1, and then
9 adjust the amounts that it would receive to equate
10 to that level of discount.

11 Q. So maybe--is it fair to say that the
12 oral agreement you're describing is an extension
13 of the take-or-pay commitment that Qwest made to
14 McLeod?

15 A. Yeah, I think--I think it's part of or
16 an extension of.

17 Q. Now, you mentioned in your affidavit,
18 Mr. Fisher, that one of the conditions that Qwest
19 put on McLeod to enter into this series of
20 agreements that we've just been talking about, was
21 that McLeod would have to agree to remain neutral
22 with respect to Qwest's application for Section
23 271 approval. Is that correct?

24 A. Yes.

25 Q. Is that agreement by McLeod to remain
0044

1 neutral vis-a-vis 271 written down anywhere, to
2 your knowledge?

3 A. The only place I recall it being
4 written down was in the term sheet that we
5 discussed. I think it was September 19.

6 Q. But in terms of finalized, signed
7 agreements, that--that provision or McLeod's
8 agreement to remain neutral as to Qwest's 271
9 applications is not contained in a written
10 agreement; is that correct?

11 A. That--that's correct. It was an oral
12 agreement.

13 MR. NAZARIAN: Let's mark this
14 document, please, as Exhibit No. 3.

15 Exhibit-3 marked

16 BY MR. NAZARIAN:

17 Q. Let me hand you now, Mr. Fisher, what's
18 been marked as Exhibit No. 3, which is your
19 affidavit. Do you recognize it?

20 A. Yes, I do.

21 Q. Take a look, if you would, Mr. Fisher,
22 on page .8 in paragraph number 24.

23 A. Page .8.

24 Okay.

25 Q. You say in the last sentence of

0045

1 paragraph 24 that, "McLeodUSA agreed to remain
2 neutral with respect to 271," which is what it
3 refers back to the prior sentences, "provided
4 Qwest complied with all of our agreements and with
5 all applicable statutes and regulations." Do you
6 see where I'm reading?

7 A. Yes, I do.

8 Q. Okay. And does that fairly
9 characterize McLeod's agreement to stay neutral
10 with respect to Qwest's 271 applications?

11 A. Yes.

12 Q. Okay. So McLeod's agreement was
13 conditioned on two things, as I read your
14 testimony. First of all, Qwest had to comply
15 with all of its agreements with McLeod. And
16 second, Qwest had to comply with all applicable
17 statutes and regulations, right?

18 A. Yes.

19 Q. Okay. And if Qwest failed, for
20 whatever reason, not to live up to one of its
21 agreements with McLeod, or failed to live up to
22 applicable law, McLeod was free at that point to
23 participate in Section 271 proceedings however it
24 saw fit, correct?

25 A. I wouldn't characterize them as free at

0046

1 that point.

2 Q. They wouldn't be bound by this
3 agreement, any way, not to participate?

4 A. No, that's not correct.

5 Q. Okay. Well, then what--what would have
6 bound McLeod to stay neutral?

7 A. As part of the overall agreements that

8 we--between McLeod and Qwest, there was an
9 escalation process. So if there was a dispute
10 that arose which could include a dispute as to
11 whether Qwest was complying with all statutes and
12 regulations, then our escalation agreement
13 provided that we go through that process--

14 Q. I see.

15 A. --before we'd be free.

16 Q. Okay. Fair enough. So--so if--you
17 know, you could analyze it one way or another, I
18 guess, but if there was a dispute that couldn't
19 be resolved through escalation mechanisms, or
20 Qwest couldn't satisfy McLeod in some fashion that
21 it was complying with applicable law after going
22 through that back-and-forth, then McLeod would
23 have the right to oppose 271 or participate
24 however it wanted in those proceedings, correct?

25 A. That would be my understanding, yes.

0047

1 Q. If Qwest was complying with its
2 agreements with McLeod and if Qwest was complying
3 with applicable law, can you imagine that McLeod
4 would have an objection to Qwest's 271
5 application?

6 A. Can I ask you to clarify? I mean,
7 would McLeod have an objection, or would it be
8 able to formally object?

9 Q. No, in business terms, not whether it
10 would have the right to or not. Put--put aside
11 whether there had been any agreements one way or
12 the other. If--if McLeod--if Qwest had agreements
13 with McLeod that it was living up to and if, in
14 McLeod's view, Qwest was complying with the law
15 and regulations that governed its business, would
16 McLeod as a business matter, have any objection to
17 Qwest's 271 application, do you think?

18 A. Assuming this agreement's in place, or
19 not in place.

20 Q. Assuming the set of agreements that are
21 in place.

22 A. If these agreements are in place, then
23 I do not believe McLeod would have a reason or
24 want to object.

25 Q. Now, put yourself back in time before

0048

1 these agreements are entered. McLeod and Qwest
2 did have other agreements going on at that time,
3 right?

4 A. Yes.

5 Q. Okay. If Qwest was complying with
6 those agreements and complying with the law, do
7 you imagine that, at that point, McLeod would have
8 had an objection to Qwest's 271 application?

9 A. I think it's very possible they would.

10 Q. On what grounds?

11 A. Well, there could be a number of
12 grounds.

13 Q. Well, which can you think of?
14 A. Ones I can think of is--primarily
15 relate to their level of performance in providing
16 services to McLeod. Whether they were consistent
17 with regulations or not, we still could have
18 considered them inadequate.

19 Q. Do you know that McLeod, in the time
20 prior to these agreements, did consider Qwest's
21 services inadequate or are you--are you saying
22 that that could have been an issue at that point
23 in time?

24 A. There's no question in my mind that we
25 considered their services inadequate.

0049

1 Q. Prior to these October of 2000
2 agreements?

3 A. Yes.

4 Q. Other than the service issues, what
5 else might McLeod have wanted to raise in a
6 Section 271 proceeding?

7 A. We thought they were not only providing
8 inadequate services, but they were not making best
9 pricing available to the company.

10 Q. What other issues?

11 A. I would say that most, if not all, of
12 our objections would fall into the adequate--
13 whether service was adequate or whether pricing
14 was adequate.

15 Q. And McLeod's decision to participate or
16 not in the Section 271 process, assuming these
17 agreements had not been entered into, would have
18 been a matter of McLeod's business judgment back
19 then, right?

20 A. Yes.

21 Q. Mr. Fisher, it's true, is it not, that
22 you did not author the first draft of your
23 affidavit, which is now marked as Exhibit 3,
24 correct?

25 A. That is correct.

0050

1 Q. That was drafted for you by Mr.
2 Deanhardt; is that right?

3 A. I received it from the attorney
4 general's department. It was represented to me
5 that Mr. Deanhardt did the first draft. I don't
6 know that for a fact.

7 Q. Before you received the first draft of
8 your affidavit from the attorney general's office,
9 what contacts had you had with the Minnesota
10 Department of Commerce?

11 A. I'm sorry. I didn't hear that.

12 Q. Before you received your draft--the
13 first draft of your affidavit from the attorney
14 general's office, what contacts had you had with
15 anyone from the Minnesota Department of Commerce?

16 A. We had a conference call that lasted--
17 my recollection is about an hour and a half prior

18 to that draft being prepared.
19 Q. Okay. Who participated in that
20 conference call?
21 A. Would you allow me to refer to the--
22 Q. I'm sorry?
23 A. Would you allow me to refer to some
24 notes? I'd be happy to give them to you. I just
25 wrote down who participated.

0051

1 Q. If you will produce the notes to us--
2 A. Sure.
3 Q. --I don't have any objection to you
4 referring to them.
5 A. Sure.
6 Dan Lipschultz, Steve Alpert, Clay
7 Deanhardt, and Tony Mendoza, on 6/6 of '02.
8 Q. You had a conference call with those
9 people to discuss these agreements that you've
10 testified about today?
11 A. Yes.
12 Q. What did the department representatives
13 tell you they wanted to know about these
14 agreements?
15 A. In general terms, they wanted me to
16 explain to them how the agreements we'd entered
17 into on October 26--well, I guess they're
18 effective October 2, but entered into on October
19 26--interacted.
20 Q. Did they tell--I'm sorry. I didn't
21 mean to interrupt you.
22 A. No, I'm done.
23 Q. Did they tell you how they'd come to
24 learn about this cluster of agreements?
25 A. I don't remember if they told me, but I

0052

1 knew.
2 Q. How did you know?
3 A. I knew because I was still at McLeod
4 when the company received discovery requests from
5 the state of Minnesota.
6 Q. And so when you learned that the
7 department had served discovery requests on
8 McLeod, you came to learn that they were
9 interested in these agreements?
10 A. Yes.
11 Q. And did you provide any information in
12 response to those discovery requests at that time?
13 A. Yes.
14 Q. And do you remember when that was?
15 A. I do not remember exactly. I left the
16 company on May 15. I believe it was within 60
17 days prior to that.
18 Q. Was it closer to your end date than 60
19 days before your end date?
20 A. I don't know.
21 Q. Sixty days in the life of this case
22 covers filing to hearing. So I'm trying to get a

23 feel.

24 A. I don't remember the dates.

25 MR. ALPERT: I would like the record to
0053

1 show that the filing of the complaint was February
2 14, so I don't think 60 days is an accurate
3 representation, if I understood your statement.

4 BY MR. NAZARIAN:

5 Q. Well, it was--February 14 was the
6 filing, and the first hearing was April 24, so
7 whatever. The case is moving on a fast track.
8 I'm just trying to get a feel, but you can't
9 place it at any point in time?

10 A. I can't remember.

11 Q. Fair enough. Fair enough. So you--
12 what else did you discuss with the department?
13 You said you explained how these agreements all
14 fit together. Tell me what else you discussed
15 with the--with the department during this
16 telephone call on June the 6.

17 A. I think my affidavit covers everything
18 I can remember we discussed.

19 Q. Did the department provide you with any
20 documents before you talked on the phone with the
21 folks from the state?

22 A. No.

23 Q. Did you review any documents before you
24 reviewed the draft of your affidavit?

25 A. No.

0054

1 Q. Did you select the documents that would
2 be attached to your affidavit?

3 A. No.

4 Q. Did the department attach drafts of
5 other documents--or attach other documents to
6 earlier drafts of your affidavit that were--let me
7 start the question again.

8 Did the earlier--well, let me ask the
9 predicate. How many drafts of your affidavit were
10 there between the first one that you saw and the
11 one that you executed?

12 A. There might have been three drafts.

13 Q. Did the earlier drafts of your
14 affidavit provided to you by the department attach
15 any documents other than the ones attached to the
16 final version?

17 A. Not that I recall.

18 Q. Did you review the documents that were
19 attached--that are attached to your affidavit
20 before you executed the affidavit?

21 A. Yes.

22 Q. And they were sent to you by the
23 department?

24 A. Yes.

25 Q. Did the earlier drafts of the affidavit
0055

1 contain allegations or statements with which you

2 did not agree that you took out and--that you
3 took out?

4 A. I made edits to the document. If that
5 represents disagreement, then the answer is yes.

6 Q. Can you recall whether your edits were
7 extensive or minor or somewhere in between?

8 A. I would characterize them as minor.

9 MR. NAZARIAN: This might be a good
10 time to take a five-minute break.

11 (Recess taken, 1:29-1:52 p.m.)

12 MR. NAZARIAN: We have a--have some
13 outstanding discovery issues with McLeod. We have
14 not yet received interrogatory responses or
15 documents from McLeod that we've asked for. We
16 may, after we see those documents, have additional
17 things to raise with Mr. Fisher. Subject to
18 reopening the deposition, if necessary, after we
19 get those materials, I have no further questions
20 today. And I thank you, Mr. Fisher, for your
21 time.

22 THE WITNESS: You're welcome.

23 MR. ALPERT: I just have a few, if I'm
24 next.

25 MR. WEISS: It sounded like Columbo,

0056

1 didn't it?

2 MR. ALPERT: Just one more thing. Just
3 one more thing.

4 EXAMINATION

5 BY-MR. ALPERT:

6 Q. Your affidavit--

7 MR. WEISS: Where's the raincoat?

8 MR. ALPERT: Is the suit sloppy enough?

9 MR. DEANHARDT: It is. Let me clean
10 you off.

11 BY MR. ALPERT:

12 Q. The affidavit and exhibits that you
13 submitted--the signed affidavit and the exhibits
14 that were attached to it, were those all true and
15 correct to the best of your knowledge?

16 A. Yes.

17 Q. And do you have any changes, additions
18 or corrections that you became aware of since that
19 time, except for, I think, there might have been
20 a blank referring to--in a reference to an exhibit
21 number in the affidavit. Other than that being
22 filled in at some point, were there any changes?

23 A. No.

24 Q. Counsel asked you about board approval
25 and your authority to enter into agreements. Did

0057

1 you have a dollar limit authority on agreements
2 where other companies were agreeing to pay McLeod
3 for services as opposed to McLeod committing to
4 purchase from other companies?

5 A. No. When I referred to the limits,
6 those would have been commitments McLeod would be

7 making to somebody else.

8 Q. So when the board--when you went to the
9 board for approval for a take-or-pay agreement and
10 in this case the exhibit, I believe 2, was a
11 substantial commitment without the oral agreement,
12 if the board approved that, would the board need
13 to approve a reduction from that amount?

14 A. To clarify, are you asking me if we
15 amended Exhibit 2 to some different number, would
16 we need board approval?

17 Q. If you amended Exhibit 2 for a lower
18 number, for example, if Exhibit 2 required you to
19 spend so much money for services but you had some
20 type of an amendment that would actually require
21 the company to spend less--and again, I'm not an
22 accountant either, but the net effect would be
23 that the company would not be on the hook for as
24 much. It's not very artful, but I guess it's the
25 only way I can say it--would you expect to have

0058

1 to go back to the board for additional approval?

2 A. If the only impact was to reduce the
3 commitment, the answer would be we would not have
4 a policy that required me to go back to the
5 board.

6 Q. During your negotiations with Qwest for
7 the best pricing that you could obtain for your
8 company, and during your negotiations for this
9 volume discount that you say you entered into with
10 Qwest on behalf of McLeod, did you ask Qwest for
11 its agreement for the volume discount to be
12 reduced to writing at some point?

13 A. Yes, when we negotiated the term sheet
14 that's dated September whatever it is--I forget--
15 my request was to have those agreements be
16 reflected in writing.

17 Q. Who did you make that request to, if
18 you can recall?

19 A. The people present in those
20 negotiations were Greg Casey and Audrey McKenney.

21 Q. What, if anything, did either Ms.
22 McKenney or Mr. Casey respond regarding your
23 request?

24 A. The response really occurred over a
25 period of time from that date when we negotiated

0059

1 the term sheet until we finalized the agreements
2 we entered into. And in effect, the response
3 was, they preferred to use the mechanism of
4 Exhibit 1 and our oral agreement rather than have
5 a discount agreement that resulted from our volume
6 purchases put in writing.

7 Q. Did they ever say--I'm sorry. I
8 apologize.

9 A. Put in writing.

10 Q. Did they ever explain to you or state
11 to you any reasons why they would prefer to have

12 it in that manner?

13 A. They believed that the overall volume
14 purchase agreements--this is what they indicated
15 to me--were confidential. They were entering into
16 it at the parent level, and that they felt they
17 could do that and they would rather not put any
18 writing because then they might be dealing with
19 other CLEC or similar companies--C-L-E-C, all
20 capitals--that might want to claim they were
21 entitled to something similar.

22 Q. And those discussions were with both
23 Ms. McKenney and Mr. Casey?

24 A. Yes.

25 Q. The term sheet that you have referred

0060

1 to in our discussion, is that Exhibit 2?

2 A. Exhibit 2--no. It's an exhibit to--

3 Q. I'm sorry--exhibit to your affidavit.
4 Let me see if I can find those.

5 A. If you could--I don't have that with
6 me.

7 Q. I might have it here.

8 I think I might have it.

9 Exhibit-4 marked

10 THE WITNESS: Yes, it is Exhibit 2.

11 BY MR. ALPERT:

12 Q. And what I've had marked as Exhibit--
13 Sorry, Mr. Court Reporter.

14 THE REPORTER: Number 4.

15 BY MR. ALPERT:

16 Q. --No. 4, these are--this is a copy of
17 your four exhibits to your affidavit?

18 A. Yes.

19 Q. And so the Exhibit 2 to your affidavit,
20 which is now Exhibit 4 to this deposition, is the
21 term sheet that you were referring to in our
22 discussion?

23 A. That is correct.

24 Q. Thank you. Prior to entering or
25 executing Exhibits 1 and 2 in October of 2000,

0061

1 and prior to entering into the oral agreement that
2 was part and parcel of those agreements, had you
3 and Qwest already discussed volume discounts?

4 A. Yes.

5 Q. Prior to October 26, when those three
6 agreements were entered into, had you had
7 discussions with both Audrey McKenney and Greg
8 Casey wherein--either discussions or
9 correspondence wherein Qwest had made offers to
10 McLeod of volume discounts for services to be
11 purchased by McLeod from Qwest?

12 A. Yes, we had discussions about that.

13 Q. And Audrey McKenney was integrally
14 involved in those discussions?

15 A. Yes.

16 Q. So even if there hadn't been an

17 agreement entered into, Ms. McKenney was part of
18 offers made by Qwest to enter into volume
19 discounts. Would that be a fair statement?

20 A. She was involved in discussions with
21 McLeodUSA and my team, yes.

22 Q. Mr. Nazarian was asking you about the
23 handshake moment and when that occurred, and you
24 indicated that you needed to explain your answer
25 by talking about a series of agreements is the
0062

1 way I recall it. Did you still feel a need to
2 give any further explanation, or do you feel that
3 you've had the opportunity to discuss that fully?

4 A. What I was referring to was--Mr.
5 Nazarian asked me for the moment. I gave him
6 that, which was the evening before the board
7 meeting--is that between September 19 and October
8 26, Greg Casey and I, and Audrey McKenney, with
9 my team, had discussions about what the amount of
10 the volume purchases would be and what level of
11 benefit McLeod could realize from those. And so
12 there were--there was a moment in which we came
13 to a final agreement, but there were a series of
14 discussions that led up to that--I mean,
15 effectively negotiations to get to those numbers.
16 That was the augment that I was thinking about.

17 Q. Why would Qwest care about whether
18 McLeod stayed on its network or not? You talked
19 about that being something that brought about
20 these discussions, brought about this agreement?

21 MR. NAZARIAN: I object to asking this
22 witness what Qwest would want or care about.

23 BY MR. ALPERT:

24 Q. From a business perspective, do you
25 have an opinion as to why Qwest would care
0063

1 whether McLeod stayed on its network or not?

2 A. I do have an opinion.

3 Q. What is it?

4 A. My opinion is that McLeod had several
5 hundred thousand--a couple hundred thousand lines
6 that it effectively leased from Qwest--it was
7 lines and switchboards. So if McLeod took all of
8 its then business as of, say, middle of 2000, and
9 it moved all of those customers off of Qwest's
10 switch on to our new switches, that would have
11 substantially reduced Qwest's revenue. And it is
12 my personal belief that would have had a big
13 negative economic impact on Qwest.

14 Q. Did Qwest--anyone from Qwest ever
15 express that to you?

16 A. Yes.

17 Q. And who was that?

18 A. Greg Casey.

19 Q. And when--was that during these
20 negotiations?

21 A. Yes.

22 Q. Mr. Nazarian was asking you about
23 McLeod's agreement to stay neutral on 271. Did
24 Qwest express to McLeod at any time during the
25 discussions whether or not that part of the

0064

1 agreement was essential to anything else in terms
2 of your discussions? In other words, did Qwest
3 ever state anything to the effect to McLeod that
4 unless we have some type of an agreement on 271,
5 we're not going to have agreement on other
6 matters?

7 A. Yes. And if you refer to the term
8 sheet that I talked about earlier, which was
9 Exhibit 2--

10 Q. Exhibit 2 now to--

11 A. I'm sorry. Exhibit 2 to my affidavit,
12 now Exhibit 4. Condition--the No. 7 item in that
13 term sheet indicated that this was a material
14 provision of this overall--of this agreement.

15 Q. I understand that's what the document
16 says, but were there conversations specifically
17 related to that where it was expressed to you by
18 either Ms. McKenney or Mr. Casey that they really
19 meant it when they said that?

20 A. Yes. They really meant it.

21 Q. And was that from both of them?

22 A. Yes.

23 Q. Early on, Mr. Nazarian was asking you
24 about how many oral agreements you had entered
25 into on behalf of McLeod that didn't relate to

0065

1 banking. And you had indicated one. But I have
2 now heard you testify about the oral agreement
3 that you entered into whereby Qwest would provide
4 McLeod a volume discount. And I've also heard
5 about an oral agreement whereby McLeod agreed to
6 remain neutral in 271 proceedings. Are those two
7 separate oral agreements?

8 A. I viewed those as two parts of one
9 overall agreement.

10 Q. He was asking you about this agreement
11 to stay neutral in 271 proceedings, and I think
12 he was asking you something about the fact that
13 if Qwest complied with their contractual
14 arrangements with McLeod, would McLeod expect not
15 to have to go into 271 proceedings, or there
16 would be no need for it. Do you recall that
17 question and that discussion?

18 A. Yes.

19 Q. This oral agreement to pay McLeod--or
20 to return to McLeod the 8 to 10 percent volume
21 discount, is that one of those agreements that
22 McLeod expected Qwest to comply with in order for
23 McLeod to stay neutral in 271?

24 A. Yes.

25 Q. You indicated that after the merger,

0066

1 there still was a problem in terms of McLeod
2 obtaining adequate service levels from Qwest, or
3 am I misstating what you had to say?

4 A. I don't remember saying that.

5 Q. After the merger, was there still a
6 problem in McLeod receiving adequate service
7 levels?

8 A. In my view, Qwest needed to improve its
9 service levels.

10 Q. After you entered into the agreements
11 in October of 2000, if not sooner, there was
12 a--an escalation mechanism that McLeod was bound
13 by; is that correct?

14 A. There was an escalation mechanism
15 agreed to between Qwest and McLeod.

16 Q. So McLeod would have had to have gone
17 through the escalation process, even if there were
18 terrible problems between the--between McLeod and
19 Qwest in terms of civil--service levels, before
20 they could have done anything further?

21 A. You'd have to ask a lawyer if we had to
22 or not. As a business matter, I felt that we
23 should use our escalation process before we took
24 any other action.

25 Q. If McLeod had bypassed the escalation

0067

1 process and gone to a regulatory body as part of
2 271 or otherwise, would you have expected Qwest to
3 comply with its oral agreement to pay McLeod the
4 volume discount it had agreed to?

5 A. I think the circumstances--the specific
6 circumstances I'd have to understand before I
7 could answer that question.

8 Q. If I could just sit out a moment here.

9 During the negotiations that you had
10 with Qwest, did Qwest ever provide you with any
11 estimations as to which services of McLeod's they
12 might be purchasing as part of the--I believe it's
13 the Exhibit 1 we'll call the McLeod purchase
14 agreement. I'm sorry, the Qwest purchase
15 agreement.

16 A. I understand your question to be, did
17 Qwest ever indicate to me what services they would
18 purchase from McLeod--

19 Q. That would be correct.

20 A. --under Exhibit 1 prior to us signing
21 the agreement?

22 Q. Yes.

23 A. I do not recall any discussion of any
24 specific services that Qwest was going to buy.

25 Q. And so would it be fair to say that

0068

1 there was no discussion or any documentation
2 provided to McLeod by Qwest that would indicate
3 any particular volumes that Qwest anticipated that
4 it would be--that it would be purchasing from
5 McLeod?

6 A. I don't think that would be fair to
7 say, because I am not the only person that Qwest
8 had dealings with at McLeod. I am personally not
9 aware of any services that they were contemplating
10 buying.

11 Q. You were not provided anything from
12 Qwest during your negotiations or as part of your
13 negotiations?

14 A. Not that I recall.

15 Q. You entered--you had an agreement, in
16 principle, with Qwest for a take-or-pay agreement,
17 Exhibit 2. You had an agreement, in principle,
18 with an oral agreement to get an 8-to-10 percent
19 discount off of the purchase price of all of
20 those services you were going to be buying out of
21 Exhibit 2. When did the discussion of the
22 purchase agreement that is Exhibit 1 first come
23 into being in relationship to your oral agreement
24 for the 8-to-10 percent discount?

25 A. My recollection is that the discussions
0069

1 about the amount of volume purchase we would have
2 to make in order to qualify for the discount
3 occurred first, then following that, not long
4 before October 26, the specific process or
5 procedure for dealing with it evolved. In other
6 words, Exhibit 1 evolved late in the discussions.

7 Q. Can you kind of walk through that just
8 a little bit, though, so that we can kind of
9 understand how the oral agreement and Exhibit 1
10 evolved from the discussions that resulted in
11 Exhibit 2? And again, Exhibit 1 being the McLeod
12 purchase agreement from Qwest, and Exhibit 2 being
13 the Qwest purchase agreement from McLeod. I'm
14 sorry, reverse--I'll get it right yet.

15 MR. LAVEY: Do you want to say it, just
16 for the record.

17 BY MR. ALPERT:

18 Q. Yeah, for the record, we'll say that
19 again. I believe that Exhibit 1 is the agreement
20 that required Qwest to purchase services from
21 McLeod. Exhibit 2 was the agreement that required
22 McLeod to purchase services from Qwest.

23 Thank you.

24 A. Okay. Now I know which exhibit is
25 which, can you--
0070

1 MR. WEISS: What's your question?

2 THE WITNESS: --can you restate the
3 question?

4 BY MR. ALPERT:

5 Q. Yes, if you can kind of walk through a
6 little bit of the time line of how those three
7 agreements became one or how they became executed
8 and/or agreed to on or about October 26.

9 A. Okay. In my mind, the time will start
10 with September 19.

11 Q. Okay.

12 A. That's when we had the outline of ten
13 items that we were going to attempt to document.
14 At that point in time, the concept of McLeod
15 entering into a take-or-pay agreement with Qwest,
16 Exhibit 2, was fairly well understood. Okay? We
17 knew that we would make some level of minimum
18 commitment to Qwest. And in exchange for meeting
19 certain minimum targets--not--not the minimum
20 take-or-pay, because at the minimum take-or-pay,
21 there wasn't going to be any reduction, okay--any
22 discount or any volume. That was not an adequate
23 value commitment, from Qwest's perspective, to
24 entitle us to payments back. So at that point,
25 we had understood that Exhibit 2 would be a part

0071

1 of the arrangement.

2 The level--then next, the business
3 discussion revolved around how much would McLeod
4 have to buy from Qwest in total services--local
5 services, long distance services, the whole
6 works--in order to entitle McLeod to what at that
7 time was considered a reduction or a discount.
8 The last concept that came into being was Exhibit
9 1, okay? Exhibit 1, then, was a mechanism to
10 assure McLeod that it would get a certain amount
11 of revenue. And the amount of revenue that was
12 pegged in Exhibit 1 was at about the 8 percent
13 discount level for certain targeted revenues.

14 And the oral agreement, then, evolved
15 from that to say, okay, if we exceed this amount,
16 then instead of getting an 8 percent discount,
17 we'll get a 10, if our levels are below a certain
18 level, then we're getting a 6 1/2 percent
19 discount. Or if it's lower than that, we won't
20 get any discount. So that was the order that
21 things occurred.

22 Q. And again, these were discussions

23 between you and Audrey McKenney and Greg Casey?

24 A. And on McLeod's side, each of the other
25 people I've identified in my affidavit.

0072

1 Q. But you had specific conversations with
2 both Audrey McKenney and Greg Casey regarding,
3 first of all, offers of this volume discounts to
4 McLeod?

5 A. We had specific discussions of
6 receiving discounts tied to a certain volume of
7 purchases and growth in our business with Qwest.

8 Q. And then you also had discussions
9 specifically related to the agreement itself,
10 that--the agreements themselves came into being
11 including the oral agreement with both Audrey
12 McKenney and Greg Casey?

13 A. Yes.

14 MR. ALPERT: I have no further
15 questions.

16 MR. WEISS: Just a couple more.

17 FURTHER-EXAMINATION

18 BY-MR.NAZARIAN:

19 Q. I just have one. I just have one, Mr.
20 Fisher, if you'll indulge me for a second. If
21 the purpose of the Qwest purchase agreement,
22 Exhibit No. 1, was to permit McLeod to capture
23 this revenue stream that I know has been
24 characterized as a discount, but what you
25 characterized to me earlier as revenue--

0073

1 A. Yes.

2 Q. --if the purpose of the agreement was
3 to capture that revenue, why didn't McLeod insist
4 that Qwest's revenue commitment in Exhibit 1 reach
5 this whole target--reached this whole, you know,
6 discount, these higher purchase levels that
7 you--that you were certain that McLeod would
8 reach?

9 A. Because the oral agreement was
10 effectively two-way. If we exceeded the amount
11 that would generate an 8 percent discount, then
12 Qwest was orally agreeing to give us additional
13 revenue payments. If we didn't reach that level,
14 McLeod was agreeing to give back the rebate down
15 to the oral agreement. So it was, in effect,
16 both of us taking risk by entering into the oral
17 agreement.

18 Q. I thought if McLeod did not meet its
19 minimum purchase obligations, that Qwest's
20 obligations under the take-or-pay went away. Is
21 that incorrect?

22 A. I'm sorry. I didn't understand.

23 Q. I thought these agreements were set up
24 so that if McLeod didn't meet its purchase
25 obligation to Qwest, then Qwest's purchase

0074

1 obligation to McLeod evaporated. Is that correct?

2 A. I can't remember if the agreements
3 operate that way, but there's an intermediate
4 step. Okay? We could very easily meet our
5 obligations under Exhibit 2, the hundred fifty,
6 hundred sixty, hundred seventy million, but if--
7 let's--let me use an example that that's exactly
8 how much we purchased from them. Then Exhibit 1,
9 which still would have required, by my
10 understanding, Qwest to make the payments to
11 McLeod, my oral agreement would have been, if
12 that's all I spent with Qwest, I would have had
13 to pay them back the amounts that they paid me in
14 Exhibit 1, because I wouldn't have met the level
15 of revenue commitment that we'd made under our
16 oral agreement.

17 Q. So the oral agreement, as you're
18 characterizing it now, flows in both directions
19 pegged to McLeod's purchases from Qwest?

20 A. Yes.

21 Q. Correct?
22 A. That's correct.
23 Q. And you testified a minute ago in
24 response to Mr. Alpert's questions that the oral
25 agreement also encompassed McLeod's agreement not
0075

1 to participate in Qwest's 271 proceedings,
2 correct?

3 A. To remain neutral.

4 Q. To remain neutral, correct. Are there
5 any other aspects of the oral agreement that you
6 recall that you've not testified about today?

7 A. The only other aspects of our oral
8 agreement was to continue to build our business
9 relationship in any manner we could, both by Qwest
10 working to improve its level of service to McLeod
11 and for us looking at revenue opportunities in
12 both directions.

13 Q. Okay. Were there specific--

14 A. There were no specifics around that,
15 except as it related to their performance. There
16 was a lot of specific negotiation about
17 performance indicators and what we thought they
18 should obtain and what they thought they should
19 get and those occurred for many months post
20 October.

21 MR. NAZARIAN: Subject, again, to
22 possibility of reopening, I don't have any further
23 questions.

24 MR. ALPERT: I just had a couple
25 unless, Larry, you had something in between.

0076

1 MR. WEISS: No. Not surprising.

2 FURTHER-EXAMINATION

3 BY-MR. ALPERT:

4 Q. Mr. Fisher, when you were, I think,
5 answering one of Mr. Nazarian's first questions
6 after I got done, you were talking about these
7 agreements, and I think you might have said
8 something about McLeod giving something back to
9 Qwest. If you said McLeod giving back, did you
10 really mean Qwest giving back?

11 A. No, I meant--there were circumstances
12 under which the payments that Qwest was making to
13 McLeod under Exhibit 1, our verbal agreement
14 provided that we pay back to Qwest.

15 Q. Maybe I'd have to go back. I don't
16 have real time, I'd have doing back and look at
17 it, but performance indicators, is that the same
18 thing as saying something about service quality
19 standards?

20 A. Yes.

21 Q. And so there were discussions
22 continuing on with McLeod between Qwest and McLeod
23 after October regarding service quality standards
24 and specific performance indicators between the
25 two companies?

0077

1 A. Yes.

2 Q. And so McLeod was working on trying to
3 get some level of commitment to service quality
4 from Qwest that was more than just parity as we
5 call it? It was benchmarks and service quality
6 standards?

7 A. McLeod, because of its neutrality
8 stand, was having discussions specifically with
9 Qwest about how many customers would be brought
10 back into service within 24 hours, for example,
11 and the level of service that we would like to
12 obtain. We had discussions back and forth.
13 Never, to my knowledge, had arrived at a final
14 agreement. And we certainly were aware that there
15 were ongoing activities within each of the 14
16 states. And in some cases, groups of states, in
17 order to establish that. That was moving at a
18 snail's pace, from my perspective. And so we
19 were continuing to try to work with Qwest to see
20 if we could work out certain levels of service
21 and the consequences associated with them not
22 meeting certain levels.

23 MR. ALPERT: I have nothing further.

24 MR. NAZARIAN: I have no additional
25 questions.

0078

1 MR. WEISS: I have none. I presume
2 we're adjourned.

3 THE REPORTER: Who all wanted copies?

4 MR. NAZARIAN: As soon as you could
5 conceivably do it.

6 MR. ALPERT: I would like to get an
7 electronic and a written copy and if you could
8 just send it to that, I'll give an e-mail
9 address, steve.alpert@state.mn.us. So it's my
10 name, with a dot in between the first and last
11 name, @state.mn.us.

12 MR. LAVEY: I'd like to get a copy.
13 And there's my e-mail down here.

14 (Deposition concluded at 2:25 p.m.)
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AFFIDAVIT OF BLAKE O. FISHER

1. My name is Blake Fisher. I retired in May 2002 from McLeodUSA where I held a variety of senior executive positions, including, at relevant times, Regional President for the Western Region as well as Group Vice President and Chief Planning and Development Officer. I now live in Park City, Utah.
2. This affidavit explains the circumstances surrounding the negotiation and implementation of an agreement with Qwest Corporation ("Qwest") to provide McLeodUSA with volume pricing for all purchases made by McLeodUSA from Qwest. The events described in my affidavit took place when I worked for McLeodUSA.
3. I was McLeodUSA's lead negotiator for the negotiations that resulted in a series of agreements, including the volume purchase agreement. Initially, I was negotiating with John Kelley at U S WEST. Later I was negotiating with my counterpart at Qwest, Greg Casey. Following the merger with U S WEST, Mr. Joe Nacchio, Qwest's CEO attended a meeting in Cedar Rapids, Iowa, where, among other things, the possibility of volume pricing was discussed. I also attended that meeting. Qwest representatives at that meeting informed us that they were meeting with many of Qwest's large customers. They also told us that Qwest intended to treat us as a large customer. Mr. Nacchio explained that Mr. Casey was responsible for our wholesale relationship with Qwest. Mr. Casey told me that Mr. Nacchio had to give final approval to any significant transactions between Qwest and McLeodUSA.



4. The U S WEST negotiating team, and later the Qwest negotiating team, also included Audrey McKenney, who reported to Mr. Casey, and Arturo Ibarra, who reported to Ms. McKenney. Stephen Davis was occasionally involved in the negotiations, particularly when the topic turned to regulatory matters.
 5. The McLeodUSA negotiating team included Jim Balvanz, who was a Vice President of Finance and Stacey Stewart, who was a Vice President of ILEC Relations and Performance Measurements at the time. This is the same team that had negotiated with U S WEST before the merger. Once Mr. Casey and I negotiated broad agreement parameters, the other members of our teams would work on negotiating the details of the agreements.
 6. The genesis of the agreements that include the volume pricing occurred well before the Qwest / U S WEST merger. Prior to the passage of the Telecommunications Act of 1996, McLeodUSA purchased Centrex Common Blocks from U S WEST under various state retail tariffs and re-sold the services to our customers. On the eve of the signing of the Telecommunications Act of 1996, U S WEST withdrew its offering of Centrex Common Blocks to new customers in all of its 14 states. McLeodUSA sought state regulatory action to stop or reverse U S WEST's unilateral withdrawal of its wholesale Centrex product. We were largely successful in these regulatory cases in retaining our right to resell U S WEST's Centrex product. McLeodUSA continued reselling U S WEST (and then Qwest) Centrex products in those states in which our right to resell the product was upheld. We also began reselling IFR and IFB under the resale provisions of the Telecommunications Act. Later, we began to avail ourselves of UNE-Platform products.
-

7. Financially, the Centrex Common Block products and the subsequent resale products would not work for McLeodUSA over the long term. The margins on both forms of resale were too thin to sustain and grow the company.
 8. Before the merger, we approached U S WEST and told them that we wanted to convert all of our customers to UNE-P, which had much better margins. U S WEST said that we could not just convert our customers – that there would be a lot of work and cost involved – and that the conversion would be difficult and time consuming.
 9. I explained to U S WEST that all we really wanted to do was to leave our customers on the same lines that they currently had, with the same features, but to get the best pricing available. At the time that was UNE-P pricing and we told U S WEST we were entitled to such pricing for the services we were using.
 10. U S WEST responded that it believed it could provide McLeodUSA with an acceptable product at pricing that worked across its region, so we began negotiating the parameters of the product and its pricing.
 11. Prior to the Qwest / U S WEST merger, we were unable to agree on pricing that made economic sense for McLeodUSA. After the merger, however, Qwest expressed a desire to improve its relationship with McLeodUSA as a customer. Joe Nacchio indicated at the meeting in Cedar Rapids referenced above that Qwest recognized competition was developing in its local markets. Therefore, Qwest intended to strengthen its wholesale business and relationships with its wholesale customers. Specifically, Qwest indicated that it hoped to find a way to make it economically and operationally attractive to keep our traffic on Qwest's network if possible.
-

12. The result of our continued negotiations was a product that Qwest calls UNE-M or UNE Star. UNE-M was intended to be a flat-rated, UNE platform product that allowed us to convert our resold Centrex lines directly to UNE-M lines. As we continued to discuss pricing, however, it was clear that the pricing Qwest offered was not good enough for McLeodUSA to warrant keeping our traffic on Qwest's network.
 13. When we pointed this out to Qwest, the concept of Qwest providing McLeodUSA with improved pricing on all of our purchases – based on volume commitments – was developed during our negotiations. I do not now recall whether Qwest or McLeodUSA first proposed the idea, but it became a central component of the agreements we were discussing.
 14. After substantial negotiations with U S WEST first, and then with Qwest, Qwest agreed to provide McLeodUSA the benefit of volume pricing on all of McLeodUSA's purchases from Qwest. The volume pricing applies to all products and services purchased by McLeodUSA from Qwest, including access, wholesale long distance, capacity trunking, private line, unbundled network elements ("UNEs"), collocation, resale services, and tariffed products and services. The volume pricing applies to all purchases made by McLeodUSA from Qwest inside and outside of Qwest's 14-state ILEC territory.
 15. As a result of our negotiations, McLeodUSA and Qwest entered into a number of written agreements between September 19, 2000 and October 26, 2000, including three that are essential to understanding the volume pricing:
-

- a. Purchase Agreement signed October 26, 2000 and effective October 2, 2000 covering purchases by McLeodUSA from Qwest (the "McLeodUSA Purchase Agreement").
 - b. Purchase Agreement signed October 26, 2000 and effective October 2, 2000 covering purchases by Qwest from McLeodUSA (the "Qwest Purchase Agreement").
 - c. The 8th Amendment to the McLeodUSA/Qwest interconnection agreement.
16. The 8th Amendment to the McLeodUSA interconnection agreement with Qwest set out the terms and conditions for the UNE Star product, including state-specific flat rate pricing negotiated by Qwest and McLeodUSA.
17. The McLeodUSA Purchase Agreement is a take or pay agreement. That is, McLeodUSA committed to purchase a specified volume of products from Qwest during specified time periods. If McLeodUSA fails to make the requisite purchases, it is still obligated to pay Qwest the difference between the dollar amount of purchases it actually made and the minimum commitment amount in the purchase agreement. In Year 1 of the contract (ending on December 2001), the commitment was [TRADE SECRET BEGINS]\$150,000,000[TRADE SECRET ENDS]. By the end of 2002, the cumulative commitment is [TRADE SECRET BEGINS]\$310,000,000[TRADE SECRET ENDS] and, by the end of 2003, it is [TRADE SECRET BEGINS]\$480,000,000[TRADE SECRET ENDS]. We believed we could exceed these commitments and shared that view with Qwest. Exhibit 1 is a true copy of the McLeodUSA Purchase Agreement, which was entered into by McLeodUSA and kept by it in the normal course of business.

18. The Qwest Purchase Agreement is also a "take or pay" agreement. In addition, Qwest orally agreed to increase its commitment to give McLeodUSA a volume purchase discount of up to 10%, to provide an incentive for additional purchases under the McLeodUSA Purchase Agreement. In order to obtain a higher percentage, McLeodUSA had to increase its purchases.
19. The percentage reduction depends on the volume of purchases by McLeodUSA from Qwest. The table below shows generally out how the volume pricing works:

October 2000 through December, 2001		2002		2003	
Aggregate Purchases	Percentage Reduction	Aggregate Purchases	Percentage Reduction	Aggregate Purchases	Percentage Reduction
[TRADE SECRET BEGINS] 178- 188 [TRADE SECRET ENDS]	6.5%	[TRADE SECRET BEGINS] \$199- 230m [TRADE SECRET ENDS]	8%	[TRADE SECRET BEGINS] \$199- 250m [TRADE SECRET ENDS]	8%
[TRADE SECRET BEGINS] \$189- 199m [TRADE SECRET ENDS]	8%				
[TRADE SECRET BEGINS] > \$199m [TRADE SECRET ENDS]	10%	[TRADE SECRET BEGINS] > \$230m [TRADE SECRET ENDS]	10%	[TRADE SECRET BEGINS] > \$250m [TRADE SECRET ENDS]	10%

20. The volume pricing is applied to every purchase made by McLeodUSA, not just the purchases above the minimum. So, for example, if McLeodUSA spends [TRADE SECRET BEGINS] \$200,000,000 [TRADE SECRET ENDS] with Qwest in 2002 it

will be entitled to a [TRADE SECRET BEGINS]\$16[TRADE SECRET ENDS] million payment, calculated by multiplying 8% times every dollar spent. If McLeodUSA spends [TRADE SECRET BEGINS]\$250,000,000[TRADE SECRET ENDS] with Qwest, then it will be entitled to receive [TRADE SECRET BEGINS]\$25[TRADE SECRET ENDS] million, calculated by multiplying 10% times every dollar spent. If McLeodUSA purchases fall below certain levels, there is no guaranteed payment.

21. I asked Qwest how I could be sure that it would live up to its agreement to provide the discount if McLeodUSA signed the Purchase Agreement. Qwest responded by suggesting a mechanism to guarantee that McLeodUSA would receive a payment of at least a portion of the agreed-to discount each year in return for its minimum purchase requirements, that increased over time.
22. That mechanism suggested by Qwest is the combination of the Qwest and McLeodUSA Purchase Agreements. The Qwest Purchase Agreement requires Qwest to purchase [TRADE SECRET BEGINS]\$15.84[TRADE SECRET ENDS] million in products from McLeodUSA in 2001, [TRADE SECRET BEGINS]\$18.32[TRADE SECRET ENDS] million in products in 2002, and [TRADE SECRET BEGINS]\$19.92[TRADE SECRET ENDS] million in products in 2003.
23. The Qwest Purchase Agreement identifies products offered by McLeodUSA. We did not discuss any specific products that Qwest would purchase from McLeodUSA. Thus, McLeodUSA viewed the Qwest Purchase Agreement as a mechanism to insure that McLeodUSA would receive some, if not all, of the benefit it was entitled to

under the oral volume pricing agreement. The commitment amounts in the Qwest Purchase Agreement were calculated by applying an 8% volume discount percentage (from Qwest and McLeodUSA's oral agreement) to the maximum McLeodUSA projected expenditures for that percentage.

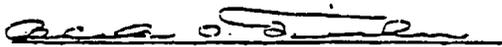
24. Another component to completing the transaction that gave McLeodUSA access to UNE-M and the purchase volume pricing was McLeodUSA's agreement to remain neutral regarding Qwest's Section 271 application. Qwest made it clear to me that for Qwest to enter into the UNE-M and volume pricing arrangements, McLeodUSA had to agree to remain neutral on Qwest's Section 271 applications. McLeodUSA agreed to remain neutral provided Qwest complied with all of our agreements and with all applicable statutes and regulations.
25. Exhibit 2 to this affidavit is a true copy of a document titled "Outline of Major Terms" and dated September 19, 2000. This document was created jointly by Qwest and McLeodUSA at the September 19, 2000 meeting. It is an accurate description of the terms that had been discussed between the parties as of that date, including the terms hammered out during an all-day negotiation session.
26. Exhibit 3 to this affidavit is a true copy of an e-mail I sent to Jim Balvanz, who forwarded it to Stacey Stewart on October 23, 2000. Attached to Mr. Balvanz's e-mail is an October 21, 2000 e-mail from Audrey McKenney to Mr. Balvanz, Randall Rings (McLeodUSA's General Counsel) and me. Ms. McKenney's e-mail included the attachment printed out on the second page of Exhibit __. Exhibit __ was received and kept by me in the ordinary course of business.

27. The second page of Exhibit 3 is an Excel spreadsheet prepared by Qwest showing Qwest's counterproposal to a volume pricing proposed by McLeodUSA during the negotiations discussed above. In this spreadsheet, Qwest proposed a discount rate ranging from 6.5% to 10%.
28. Exhibit 4 to this affidavit is a true copy of an e-mail found by McLeodUSA in Mr. Balvanz's files in the course of responding to information requests from the Department of Commerce. Mr. Balvanz no longer works with McLeodUSA. I was copied on this e-mail.
29. Exhibit 4 contains five questions asked of Mr. Balvanz by Gary Dupler, then our Group Vice President of Network Development, and Mr. Balvanz's handwritten responses to those questions. The questions all relate to the discount agreement with Qwest. At the time, Mr. Dupler was responsible for network planning at McLeodUSA. I have read through each of the questions and responses on Exhibit 4. I am familiar with Mr. Balvanz's handwriting and recognize the handwriting on Exhibit 4 to be his. Based on my personal knowledge, Mr. Balvanz's handwritten responses to each question are accurate and correct.

I declare under penalty of perjury under the laws of the United States of America and the state of Minnesota that the foregoing is true and correct.

Further affiant sayeth not.

Signed this 12th day of June, 2002


Blake O. Fisher

27. The second page of Exhibit 3 is an Excel spreadsheet prepared by Qwest showing Qwest's counterproposal to a volume pricing proposed by McLeodUSA during the negotiations discussed above. In this spreadsheet, Qwest proposed a discount rate ranging from 6.5% to 10%.
28. Exhibit 4 to this affidavit is a true copy of an e-mail found by McLeodUSA in Mr. Balvanz's files in the course of responding to information requests from the Department of Commerce. Mr. Balvanz no longer works with McLeodUSA. I was copied on this e-mail.
29. Exhibit 4 contains five questions asked of Mr. Balvanz by Gary Dupler, then our Group Vice President of Network Development, and Mr. Balvanz's handwritten responses to those questions. The questions all relate to the discount agreement with Qwest. At the time, Mr. Dupler was responsible for network planning at McLeodUSA. I have read through each of the questions and responses on Exhibit 4. I am familiar with Mr. Balvanz's handwriting and recognize the handwriting on Exhibit 4 to be his. Based on my personal knowledge, Mr. Balvanz's handwritten responses to each question are accurate and correct.

I declare under penalty of perjury under the laws of the United States of America and the state of Minnesota that the foregoing is true and correct.

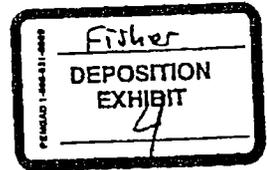
Further affiant sayeth not.

Signed this ___ day of June, 2002

Blake O. Fisher

Signed before me this ____ day of June, 2002.

Notary Public



Docket No. P421/CI-01-1371

Exhibit #1

Contains Trade Secret Information

SUBJECT TO RULE OF EVIDENCE 408

18

Purchase Agreement

[Trade Secret Data Begins

This Purchase Agreement ("PA") is made and entered into by and between McLeodUSA Telecommunications Services, Inc. and its subsidiaries and affiliates ("McLeodUSA") and Qwest Communications Corp. and its subsidiaries ("Qwest") (collectively, the "Parties") effective on the 2nd day of October, 2000.

The Parties have entered in to enter into this PA 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 PA is entered into between the Parties based on the following conditions, which are a material part of this agreement:

1.1 This PA shall be binding on Qwest and McLeodUSA and each of their respective subsidiaries, affiliated corporations, successors and assigns.

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

1.3 The Parties, intending to be legally bound, have executed this PA effective as of October 2, 2000, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

1.4 Unless terminated as provided in this section, the initial term of this PA is from the date of signing until December 31, 2003 ("Initial Term") and this PA shall thereafter automatically continue until either party gives at least six (6) months advance written notice of termination. This is Amendment can only be terminated during the Initial Term, or at any time thereafter, in the event of:

1.4.1 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;

1.4.2 a material change in the telecommunications industry pricing structure that is so adverse to McLeodUSA so as to make this PA useless; or

1.4.3 a termination of that certain Purchase Agreement with a like effective date pursuant to which McLeodUSA purchases Products (defined below) from Qwest.

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

1.6 If either party's performance of this PA or any obligation under this PA is prevented, restricted or interfered with by causes beyond such Parties reasonable control,

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- 1 - CONTAINS TRADE SECRET DATA

0110115

SUBJECT TO RULE OF EVIDENCE 408

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, strike or work stoppage or vendor failures, cable cuts, 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").

1.7 Without the prior written consent of the other party and except as set forth below or to the extent required by law, neither party will disclose to any person the existence or content of this agreement, or material terms of the agreement. In the event that either party concludes that disclosure is required by applicable law, including but not limited to the regulations of the Securities and Exchange Commission, such party will provide the other party with prompt notice thereof and an opportunity to comment on such disclosure prior to such disclosure and such party will disclose only the information that, in the opinion of its counsel, it is required by such law to disclose. In the event that either party or any of its Representatives is required by a governmental authority or in connection with a legal proceeding or pursuant to legal process to disclose any of the Evaluation Material with respect to which such party is the receiving party or any other matter referred to in the immediately preceding paragraph, it is agreed that such party will provide the other party with prompt notice of each such request or requirement so that such other party may seek promptly an appropriate protective order or other appropriate remedy and/or waive compliance by such party subject to such request or requirement with the provisions of this PA and the party giving notice shall use its commercially reasonable efforts to assist the party seeking protection. In the event that such protective order or other remedy is not obtained promptly, such party subject to such requirement may furnish that portion (and only that portion) of the PA or other information with respect to such matter that, in the opinion of its counsel, it is legally compelled to disclose and will exercise its commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any information so furnished. The term "person" as used in this Agreement shall be broadly interpreted to include without limitation any corporation, company, partnership, organization, bank, group, individual or other entity.

1.8 Neither party will present itself as representing or jointly marketing services with the other, or market its services using the name of the other party, without the prior written consent of the other party.

2. In consideration of the agreements and covenants set forth above and the entire group of covenants provided in section 3, McLeodUSA agrees to purchase from Qwest, or one of its affiliate corporations, during the Initial Term of this PA, at least \$480 million worth 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"), at prices previously quoted by Qwest, including but not limited to, on any products or updated products for wholesale long distance services purchased, the highest discount level available for that product, subject to the terms of this section 2.

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CONTAINS TRADE SECRET DATA

0110116

SUBJECT TO RULE OF EVIDENCE 408

2.6 The take or pay purchase requirements of this section are specifically conditioned on the rates offered for the Products as of the date of this PA remaining in effect at levels no higher than the rates quoted.

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 make the Products available for purchase by McLeodUSA at such rates and on such terms and conditions as agreed.

[Remainder of page intentionally blank]

NONPUBLIC DOCUMENT

CONTAINS TRADE SECRET DATA

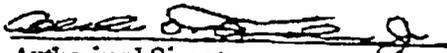
SUBJECT TO RULE OF EVIDENCE 408

Trade Secret Data Ends]

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

McLeodUSA Telecommunications
Services, Inc.

Qwest Communications Corp.


Authorized Signature

Authorized Signature

Blake O. Fisher, Jr.
Name Printed/Typed

Name Printed/Typed

Group Vice President
Title

Title

October 26, 2000
Date

October 26, 2000
Date

H:QwestQTOP102500

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CONTAINS TRADE SECRET DATA

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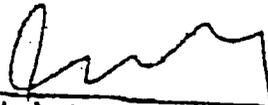
SUBJECT TO RULE OF EVIDENCE 402.

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

McLeodUSA Telecommunications
Services, Inc.

Qwest Communications Corp.

Authorized Signature



Authorized Signature

Blake O. Fisher, Jr.
Name Printed/Typed

GEORGE M. CASEY
Name Printed/Typed

Group Vice President
Title

EXEC. V.P.
Title

October 26, 2000
Date

October 26, 2000
Date

H:\QWEST\TOP\12500

Docket No. P421/CI-01-1371

Exhibit #2

Contains Trade Secret Information

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.

Docket No. P421/CI-01-1371

Exhibit #3

Contains Trade Secret Information

From: James T. Balvanz on 10/23/2000 09:39 AM
To: Stacey D. Stewart/MCLEOD@MCLEOD
cc:
Subject: Another proposal - with attachments

Forwarded by James T. Balvanz/MCLEOD on 10/23/2000 09:43 AM



Blake O. Fisher
10/21/2000 04:19 PM

To: James T. Balvanz/MCLEOD@MCLEOD
cc:
Subject: Another proposal - with attachments

Jim,

I have agreed to this. We will be having additional conversations about DSL and Voice Mail after this agreement is signed.

I concluded we couldn't get anymore right now, but I think if we can find out of region stuff we have a great opportunity to get more. Please give me a call at 435-658-3338.

Forwarded by Blake O. Fisher/MCLEOD on 10/21/2000 03:21 PM

Audrey McKenney <axmcken@uswest.com> on 10/21/2000 02:46:46 PM



To: Randall E. Rings/MCLEOD@MCLEOD, Blake O. Fisher/MCLEOD@MCLEOD, James T. Balvanz/MCLEOD@MCLEOD
cc:
Subject: Another proposal - with attachments

Hi Folks - Here's the proposal with the attachment.

Thanks Audrey



- 10_21_00 Qcounter.xls

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QWEST COUNTERPROPOSAL

Mutual Preferred Vendor Plan					
	2000	2001	2002	2003	Total 2001-2003
Projected Growth Rate	0%	28%	24%	17%	
"Base"/Projected revenue	155	198	246	288	732
Preferred Vendor -- "Take or Pay"	-	150	150	170	480
% of Protected Revenue		76%	65%	59%	66%

McLeod to Qwest - Before Split Rock / other acquisitions

Projected Growth Rate	0%	28%	24%	17%
"Base"/Projected revenue	155	198	246	288
Preferred Vendor -- "Take or Pay"	-	150	150	170
% of Protected Revenue		76%	65%	59%

Qwest to McLeod

Preferred Vendor -- "Take or Pay" commitment ranges
Minimum for discount to apply

Tier 1

Revenue ranges
Discount Rate

Tier 2

Revenue ranges
Discount Rate

Tier 3

Revenue ranges
Discount Rate

	\$M's		
2001 Based on McLeod's Proposal to Qwest	178-188 6.5%	Over 199 8.0%	Over 199 8.0%
	189-198 8.0%	Over 230 10.0%	Over 250 10.0%
	over 199 10.0%	The above level is an interim default level. Both Parties agree to negotiate final rates based on market conditions on an annual basis and for the integration of Split Rock / other acquisitions.	

Attorney Client Privilege

For Discussion Purposes Only. Data Exchanged Between The Parties Does Not Constitute Offers. Qwest Reserves The Right to Revise/Supplement Any Term or Condition Contained Herein

Docket No. P421/CI-01-1371

Exhibit #4

Contains Trade Secret Information

From: James T. Balvanz on 03/01/2001 06:08 AM
To: Gary E. Dupler/MCLEOD
cc:
Subject: Re: Qwest agreement

From: Gary E. Dupler on 02/28/2001 02:24 PM

CONFIDENTIALITY - only people who
should know. Assume add'l
8.0% discount (min)

From: Gary E. Dupler on 02/28/2001 02:24 PM
To: James T. Balvanz/MCLEOD@MCLEOD
cc: Roy A. Wilkens/MCLEOD@MCLEOD, Eric W. Wilkens/MCLEOD@MCLEOD, Howard W. Vernon/MCLEOD@MCLEOD, Todd M. Lechtenberg/MCLEOD@MCLEOD, Tami J. Spocogee/MCLEOD@MCLEOD, Blake O. Fisher/MCLEOD@MCLEOD, jbarrett@splitrock.net@MCLEOD, Lori A. Coventon/MCLEOD@MCLEOD, Larry C. Littlefield/MCLEOD@MCLEOD, Jay D. Gulick/MCLEOD@MCLEOD
Subject: Qwest agreement

Jim,

i have the following questions related to the subject agreement and am copying a limited number of individuals with the understanding that this is considered highly confidential information. As i understand it there is a 6-10% additional discount on the prices we pay for all qwest services. As such i need to understand and all of those copied need to understand at least the following:

1) How and under conditions does this discount apply?

1. We need to spend 150M, 160M, 170M in 2001, 2002, 2003.

2. Then there is a chart
Y21 up to 200M = 8% disc
Y22 230 8%
Y23 250 8%
200M + 10%
230M + 10%
250M + 10%
RR Today = 210M
15% growth
9% growth

3. Calculated based on 90% WNE by YE 2002 + add'l 700 LO's + 25% growth > 3 yrs in ITC

2) Are you sure that it has already been incorporated in all of our network access budgets? for example how did it get applied to qwest IXC products we buy?

YES, separate line item in savings document we reviewed a month ago
= 18.0M, in reality s/B 200.0M x 10% = 20.0M
over the top calculation

3) How do we determine if this discount has been applied to new services we get quotes on from Qwest or do we know that it has not?

- The line people @ Q shouldn't know
- Gregg Casey knows, but he said, "w/sale group will give them" but available pricing
- Confidentiality is stressed BY Q - not to be in any contracts.
- Planning a 8.0% minimum

4) who makes sure that we are receiving the discount since it is not applied to a specific bill?

Quarterly true-up. Total up all checks to Q + multiply by 10%.
We can do since so much is related to local.

5) Are we sure it was included in the CO break-even analysis?

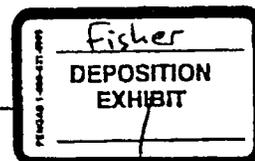
Yes, 10% aggressing given the 80%? The 20% = .50/line not that material

these are basic questions, that all of us need to understand. Please advise how you wish to handle the response to these either in an email or a meeting. However, I must make sure that at least certain people in the network organization knows this information.

Gary

f/u 3/6

CONFIDENTIAL



Purchase Agreement

[Trade Secret Data Begins

This Purchase Agreement ("PA") is made and entered into by and between McLeodUSA Telecommunications Services, Inc. and its subsidiaries ("McLeodUSA") and Qwest Communications Corp. and its subsidiaries ("Qwest") (collectively, the "Parties") effective the 2nd day of October, 2000.

The Parties have entered in to enter into this PA 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 PA is entered into between the Parties based on the following conditions, which are a material part of this agreement:

1.1 This PA shall be binding on Qwest and McLeodUSA and each of their respective subsidiaries, affiliated corporations, successors and assigns.

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

1.3 The Parties, intending to be legally bound, have executed this PA effective as of October 2, 2000, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

1.4 Unless terminated as provided in this section, the initial term of this PA is from the date of signing until December 31, 2003 ("Initial Term") and this PA shall thereafter automatically continue until either party gives at least six (6) months advance written notice of termination. This PA can only be terminated during the Initial Term, or at any time thereafter, in the event of:

1.4.1 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;

1.4.2 a material change in the telecommunications industry pricing structure that is adverse to Qwest so as to make this PA useless; or

1.4.3 a termination of that certain Purchase Agreement with a like effective date pursuant to which McLeodUSA purchases Products (defined below) from Qwest.

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

1.6 If either party's performance of this PA or any obligation under this PA 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

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could not prevent 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, strikes or work stoppage or vendor failures, cable cuts, 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").

1.7 Without the prior written consent of the other party and except as set forth below or to the extent required by law, neither party will disclose to any person the existence or content of this agreement, or material terms of the agreement. In the event that either party concludes that disclosure is required by applicable law, including but not limited to the regulations of the Securities and Exchange Commission, such party will provide the other party with prompt notice thereof and an opportunity to comment on such disclosure prior to such disclosure and such party will disclose only the information that, in the opinion of its counsel, it is required by such law to disclose. In the event that either party or any of its Representatives is required by a governmental authority or in connection with a legal proceeding or pursuant to legal process to disclose any of the Evaluation Material with respect to which such party is the receiving party or any other matter referred to in the immediately preceding paragraph, it is agreed that such party will provide the other party with prompt notice of each such request or requirement so that such other party may seek promptly an appropriate protective order or other appropriate remedy and/or waive compliance by such party subject to such request or requirement with the provisions of this PA and the party giving notice shall use its commercially reasonable efforts to assist the party seeking protection. In the event that such protective order or other remedy is not obtained promptly, such party subject to such requirement may furnish that portion (and only that portion) of the PA or other information with respect to such matter that, in the opinion of its counsel, it is legally compelled to disclose and will exercise its commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any information so furnished. The term "person" as used in this Agreement shall be broadly interpreted to include without limitation any corporation, company, partnership, organization, bank, group, individual or other entity.

1.8 Neither party will present itself as representing or jointly marketing services with the other, or market its services using the name of the other party, without the prior written consent of the other party.

2. In consideration of the agreements and covenants set forth above and the 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 make telecommunications, enhanced or information services, network elements, interconnection or collocation services or elements, capacity, termination or origination services, switching and fiber rights ("the Products") available for purchase by Qwest.

3. In consideration of the agreements and covenants set forth above and the 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 purchase from

NONPUBLIC DOCUMENT

-3-

Q110122

CONTAINS TRADE SECRET DATA

McLeodUSA, or one of its affiliate corporations, during the Initial Term of this PA. Products at prices established by McLeodUSA, subject to the terms of this section 3.

3.1 Subject to the provisions of this section 3, Qwest will purchase quarterly a proportional amount of additional Products to aggregate no less than \$15.84 million between January 1, 2001 and December 31, 2001 and in the event the quarterly purchases by Qwest do not meet this minimum, Qwest agrees to make a payment to McLeodUSA, in an amount equal to the difference between actual purchases and the proportional amount of the minimum.

3.2 Subject to the provisions of this section 3, Qwest will purchase quarterly a proportional amount of additional Products to aggregate no less than \$18.32 million between January 1, 2002 and December 31, 2002 and in the event the quarterly purchases by Qwest do not meet this minimum, Qwest agrees to make a payment to McLeodUSA, in an amount equal to the difference between actual purchases and the proportional amount of the minimum.

3.3 Subject to the provisions of this section 3, Qwest will purchase quarterly a proportional amount of additional Products to aggregate no less than \$19.92 million between January 1, 2003 and December 31, 2003 and in the event the quarterly purchases by Qwest do not meet this minimum, Qwest agrees to make a payment to McLeodUSA, in an amount equal to the difference between actual purchases and the proportional amount of the minimum.

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

- 3.4.1 A reduction in the rates for any of the Products.
- 3.4.2 Any of the Products are no longer offered.
- 3.4.3 Any substantial increase or decrease in the operations of, including but not limited to the scope or geography of services offered by, McLeodUSA.
- 3.4.4 Any delay in the delivery of an ordered Product.
- 3.4.5 Any outage or state of "out of service" when Products have been ordered or requested.
- 3.4.6 The business of Qwest or McLeodUSA is prevented, restricted or interfered with by a Force Majeure as described in section 1.9.
- 3.4.7 Changes in technology eliminating the need for certain services provided by McLeodUSA.

3.5 The Parties will meet to discuss all proposed changes in requirements or

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-3-

CONTAINS TRADE SECRET DATA

Q110123

SUBJECT TO RULE OF EVIDENCE 408

payments pursuant to this section 3, and will resolve any disputes pursuant to Escalation Procedures to be developed by the Parties, before any payment or change in requirement is made.

[Remainder of page intentionally blank]

Trade Secret Data Ends]

NONPUBLIC DOCUMENT

-4- CONTAINS TRADE SECRET DATA

Q110124

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

McLeodUSA Telecommunications Services, Inc.

Qwest Communications Corp.

Authorized Signature

[Handwritten Signature]
Authorized Signature

Blake O. Fisher, Jr.
Name Printed/Typed

GLENN M. CASEY
Name Printed/Typed

Group Vice President
Title

EXEC. V.P.
Title

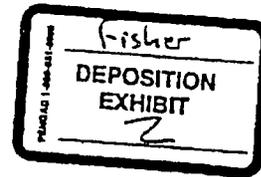
December 26, 2000
Date

October 26, 2000
Date

REGISTRATION

SUBJECT TO RULE OF EVIDENCE 403

Purchase Agreement



18

Trade Secret Data Begins

This Purchase Agreement ("PA") is made and entered into by and between McLeodUSA Telecommunications Services, Inc. and its subsidiaries and affiliates ("McLeodUSA") and Qwest Communications Corp. and its subsidiaries ("Qwest") (collectively, the "Parties") effective on the 2nd day of October, 2000.

The Parties have entered in to enter into this PA 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 PA is entered into between the Parties based on the following conditions, which are a material part of this agreement:

1.1 This PA shall be binding on Qwest and McLeodUSA and each of their respective subsidiaries, affiliated corporations, successors and assigns.

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

1.3 The Parties, intending to be legally bound, have executed this PA effective as of October 2, 2000, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

1.4 Unless terminated as provided in this section, the initial term of this PA is from the date of signing until December 31, 2003 ("Initial Term") and this PA shall thereafter automatically continue until either party gives at least six (6) months advance written notice of termination. This is Amendment can only be terminated during the Initial Term, or at any time thereafter, in the event of:

1.4.1 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;

1.4.2 a material change in the telecommunications industry pricing structure that is so adverse to McLeodUSA so as to make this PA useless; or

1.4.3 a termination of that certain Purchase Agreement with a like effective date pursuant to which McLeodUSA purchases Products (defined below) from Qwest.

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

1.6 If either party's performance of this PA or any obligation under this PA is prevented, restricted or interfered with by causes beyond such Parties reasonable control,

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- 1 - CONTAINS TRADE SECRET DATA

011011c

SUBJECT TO RULE OF EVIDENCE 406

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, strike or work stoppage or vendor failures, cable cuts, 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").

1.7 Without the prior written consent of the other party and except as set forth below or to the extent required by law, neither party will disclose to any person the existence or content of this agreement, or material terms of the agreement. In the event that either party concludes that disclosure is required by applicable law, including but not limited to the regulations of the Securities and Exchange Commission, such party will provide the other party with prompt notice thereof and an opportunity to comment on such disclosure prior to such disclosure and such party will disclose only the information that, in the opinion of its counsel, it is required by such law to disclose. In the event that either party or any of its Representatives is required by a governmental authority or in connection with a legal proceeding or pursuant to legal process to disclose any of the Evaluation Material with respect to which such party is the receiving party or any other matter referred to in the immediately preceding paragraph, it is agreed that such party will provide the other party with prompt notice of each such request or requirement so that such other party may seek promptly an appropriate protective order or other appropriate remedy and/or waive compliance by such party subject to such request or requirement with the provisions of this PA and the party giving notice shall use its commercially reasonable efforts to assist the party seeking protection. In the event that such protective order or other remedy is not obtained promptly, such party subject to such requirement may furnish that portion (and only that portion) of the PA or other information with respect to such matter that, in the opinion of its counsel, it is legally compelled to disclose and will exercise its commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any information so furnished. The term "person" as used in this Agreement shall be broadly interpreted to include without limitation any corporation, company, partnership, organization, bank, group, individual or other entity.

1.8 Neither party will present itself as representing or jointly marketing services with the other, or market its services using the name of the other party, without the prior written consent of the other party.

2. In consideration of the agreements and covenants set forth above and the entire group of covenants provided in section 3, McLeodUSA agrees to purchase from Qwest, or one of its affiliate corporations, during the Initial Term of this PA, at least \$480 million worth 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"), at prices previously quoted by Qwest, including but not limited to, on any products or updated products for wholesale long distance services purchased, the highest discount level available for that product, subject to the terms of this section 2.

NONPUBLIC DOCUMENT

SUBJECT TO RULE OF EVIDENCE 408

2.1 Subject to the provisions of this section 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 Subject to the provisions of this section 2, from January 1, 2001 through December 31, 2002, McLeodUSA will purchase a cumulative 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.

2.3 Subject to the provisions of this section 2, From January 1, 2001 through December 31, 2003, McLeodUSA will purchase a cumulative 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.

2.4 The minimum purchase requirements provided above shall be changed proportionally, but in no event to exceed \$480 million in the cumulative aggregate, if the following occur to a material degree:

2.4.1 A reduction in the rates for any of the Products.

2.4.2 Products are no longer offered without adequate substitution.

2.4.3 Any sale of current Qwest exchanges where McLeodUSA is doing business.

2.4.4 Delays in the delivery of an ordered Product that cause McLeodUSA difficulty in meeting its minimum commitments.

2.4.5 Release, sale, transfer or relinquishment of any current collocation back to Qwest by mutual agreement.

2.4.6 McLeodUSA's business is prevented, restricted or interfered with by a Force Majeure as described in section 1.7.

2.4.7 Changes in technology eliminating the need for certain services provided by Qwest, provided Qwest has the right of first refusal to provide the technology.

2.5 The Parties will meet to discuss all proposed changes in requirements or payments pursuant to this section 2, and will resolve any disputes pursuant to Escalation Procedures to be developed by the Parties, before any payment or change in requirement is made.

NONPUBLIC DOCUMENT

CONTAINS TRADE SECRET DATA

SUBJECT TO RULE OF EVIDENCE 408

2.6 The take or pay purchase requirements of this section are specifically conditioned on the rates offered for the Products as of the date of this PA remaining in effect at levels no higher than the rates quoted.

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 make the Products available for purchase by McLeodUSA at such rates and on such terms and conditions as agreed.

[Remainder of page intentionally blank]

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CONTAINS TRADE SECRET DATA

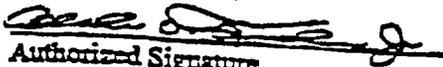
SUBJECT TO RULE OF EVIDENCE 408

Trade Secret Data Ends)

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

McLeodUSA Telecommunications
Services, Inc.

Qwest Communications Corp.


Authorized Signature

Authorized Signature

Blake O. Fisher, Jr.
Name Printed/Typed

Name Printed/Typed

Group Vice President
Title

Title

October 26, 2000
Date

October 26, 2000
Date

H:QwestQTOP102500

NONPUBLIC DOCUMENT
CONTAINS TRADE SECRET DATA

Aug-30-01 11:01am From-QWEST LEGAL DEPARTMENT
FOR QWEST-LITIGATION SUPPORT

+3032824666

T-466 P.028/333 F-003

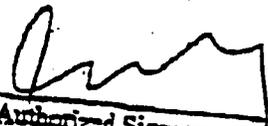
(TEU) 10. 26' 00 13:09/ST. 13:07/NO. 4861163320 ? 2
SUBJECT TO RULE OF EVIDENCE 401

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

McLeodUSA Telecommunications
Services, Inc.

Qwest Communications Corp.

Authorized Signature



Authorized Signature

Blake O. Fisher, Jr.
Name Printed/Typed

GREGORY M. CASEY
Name Printed/Typed

Group Vice President
Title

EXEC. V.P.
Title

October 26, 2000
Date

October 26, 2000
Date

10/26/00 11:01 AM

NONPUBLIC DOCUMENT
CONTAINS TRADE SECRET DATA

0110120

Idaho Public Utilities Commission
Office of the Secretary
RECEIVED

AUG 16 2007

Boise, Idaho

Deanhardt, C. - Exhibit 10

Case No. QWE-T-06-17

AT&T

BEFORE THE MINNESOTA OFFICE OF ADMINISTRATIVE HEARINGS
100 Washington Square, Suite 1700
Minneapolis, Minnesota 55401-2138

FOR THE MINNESOTA DEPARTMENT OF COMMERCE
121 Seventh Place East, Suite 350
St. Paul, Minnesota 55101-2147

In the Matter of a Complaint of the
Minnesota Department of Commerce
Against Qwest Corporation Regarding
Unfiled Agreements

MPUC Docket No. P-421/C-02-197
OAH Docket No. 6-2500-14782-2

TESTIMONY OF LORI DEUTMEYER

1 My name is Lori Deutmeyer. I am the same Lori Deutmeyer who submitted an
2 affidavit in Docket No. P-421/CI-01-1371; OAH No. 7-2500-14486-2 on June 12, 2002.
3 A true copy of my affidavit, including exhibits, is attached hereto as Exhibit 1.

4 I have reviewed my affidavit and the statements therein are true and are based upon
5 my own personal knowledge, except where otherwise stated.

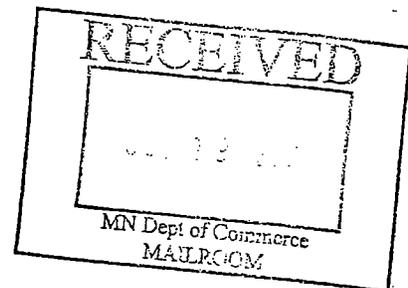
6 I submit my affidavit as my testimony in this proceeding.

7 I declare under penalty of perjury under the laws of the United States of America and
8 the state of Minnesota that the foregoing is true and correct.

Further affiant sayeth not.

Signed this 18 day of July, 2002

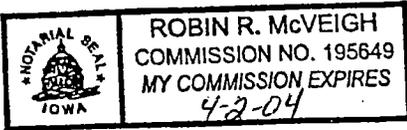
Lori Deutmeyer
Lori Deutmeyer



Signed before me this

18th day of July, 2002.

Robin R. McVeigh
Notary Public



Docket No. P421/CI-01-1371

WCD-14

Affidavit & Exhibits of Lori Deutmeyer
Contains Trade Secret Information

Affidavit of Lori Deutmeyer
June 11, 2002
Page 1 of 8

AFFIDAVIT OF LORI DEUTMEYER

1. My name is Lori Deutmeyer. I am the Local Line Cost Manager for McLeodUSA. I am responsible for reviewing and paying invoices from Qwest Corporation ("Qwest") to McLeodUSA. I am also responsible for issuing invoices to Qwest from McLeodUSA related to the matters described in this affidavit. I have held this position during all the time described in this affidavit.
2. This affidavit describes how McLeodUSA and Qwest interact on two issues: (1) the calculation and payment of a purchase volume discount by Qwest to McLeodUSA, and (2) the reconciliation of Qwest's bills to McLeodUSA for the UNE Star product with the actual cost of that product under our interconnection agreement. This affidavit is based on my personal knowledge and experience.
3. In October 2000, Qwest agreed to give McLeodUSA a volume discount on all purchases made by McLeodUSA from Qwest, paid retroactively by Qwest on a quarterly basis. Qwest calls the discount a "Preferred Vendor Plan." Since then, I have been responsible for invoicing Qwest for the amount of the discount.
4. Here is how the process of calculating the discount amount works. After the end of every financial quarter, either Arturo Ibarra or Anthony Washington at Qwest will send me an e-mail with Qwest's estimate of the amount Qwest

Affidavit of Lori Deutmeyer

June 11, 2002

Page 2 of 8

owes McLeodUSA under the discount agreement. Mr. Ibarra and Mr.

Washington both work for Audrey McKenney.

5. Attached as Trade Secret Exhibit 1 to this affidavit is a true copy of spreadsheets setting out Qwest's estimates of the discounts it owed McLeodUSA for October 2000 through March 2001 and April 2001 through June 2001. (The first discount payment by Qwest covered the fourth quarter of 2000 and the first quarter of 2001.) These spreadsheets were prepared by Qwest and sent to me in the normal course of business. Exhibit 1 also includes the e-mail transmitting the estimates to me.
6. What these spreadsheets show is a state-by-state estimate by Qwest of the discount earned by McLeodUSA based on the dollar amount of purchases made by McLeodUSA. Exhibit 1, for example, begins with a summary sheet showing the discount owed under the Preferred Vendor Plan for April through June 2001, broken out by month and state, and totaled at the end. The next several charts (labeled "M01 10% Refund" in the Excel workbook) show the 10% discount being applied by Qwest to different specific products purchased by McLeodUSA from April through June 2001, again broken out by state. The next to last chart shows the subtotal of the discount amounts owed by Qwest based on the product-specific analysis. This figure is then augmented by the discount calculated in the last chart to reach the total set out on the summary page.

Affidavit of Lori Deutmeyer

June 11, 2002

Page 3 of 8

7. I then calculate the amount I believe Qwest owes McLeodUSA by totaling the amount paid by McLeodUSA to Qwest during the quarter and applying the appropriate discount. The discount to be applied will be either 8% or 10% depending on the amount of money paid by McLeodUSA to Qwest during the year. The discount applies to all products and services purchased by McLeodUSA from Qwest, including access, unbundled network elements ("UNEs"), collocation, resale services, and tariffed products and services. The discount applies for all purchases made by McLeodUSA from Qwest inside and outside of its 14-state territory.
8. If the number I calculate agrees with the number estimated by Qwest, then I prepare an invoice to Qwest for the agreed upon amount. If there is a significant disagreement, I work with Mr. Washington and/or Mr. Ibarra to reconcile our numbers. Attached as Trade Secret Exhibit 2 to this affidavit are true copies of the invoices I sent to Qwest for the discount between October 2000 and September 2001. These invoices were prepared and kept by me in the normal course of business. I send the invoices to Audrey McKenney at Qwest.
9. On June 22, 2001 Qwest paid McLeodUSA [TRADE SECRET BEGINS] \$10,770,437.00 [TRADE SECRET ENDS] via wire transfer for the discount on purchases made by McLeodUSA between October 2000 and March 2001. This payment corresponds to the first invoice in Exhibit 2 to this affidavit, which was derived from the spreadsheets attached as Exhibit 1. Attached as

Affidavit of Lori Deutmeyer

June 11, 2002

Page 4 of 8

Trade Secret Exhibit 3 is a true copy of the confirmation I received showing the wire payment made by Qwest.

10. On October 2, 2001 Qwest paid McLeodUSA [TRADE SECRET BEGINS] \$5,630,879.00 [TRADE SECRET ENDS] via wire transfer for the discount on purchases made by McLeodUSA between April 2001 and June 2001. . This payment corresponds to the second invoice in Exhibit 2 to this affidavit, which was derived from the spreadsheets attached as Exhibit 1. Attached as Trade Secret Exhibit 4 is a true copy of the confirmation I received showing the wire payment made by Qwest.
11. On January 18, 2002 Qwest paid McLeodUSA [TRADE SECRET BEGINS] \$5,649,513.00 [TRADE SECRET ENDS] via wire transfer for the discount on purchases made by McLeodUSA between July 2001 and September 2001. This payment corresponds to the third invoice in Exhibit 2 to this affidavit. Attached as Trade Secret Exhibit 5 is a true copy of the confirmation I received showing the wire payment made by Qwest.
12. Qwest has not paid McLeodUSA the discount owed for the fourth quarter of 2001 or the first quarter of 2002. On May 22, 2002, Anthony Washington at Qwest informed me via e-mail that the discount payments were put on hold "until an undisclosed issue was resolved." A true copy of this e-mail is attached as Trade Secret Exhibit 6 and was kept by me in the ordinary course of business.

Affidavit of Lori Deutmeyer

June 11, 2002

Page 5 of 8

13. I am also responsible for reviewing Qwest's invoices to McLeodUSA for McLeodUSA's purchase of the UNE Star product. UNE Star is also called UNE-M. The rates that McLeodUSA is supposed to pay for UNE Star are set out in the 8th Amendment to McLeodUSA's interconnection agreement with Qwest, a copy of which is attached as Exhibit 7 to this affidavit.
14. Qwest has never invoiced McLeodUSA for the correct amount for any of its UNE Star purchases. Instead of invoicing McLeodUSA for the amount set out in the 8th Amendment, Qwest invoices us for the resale price of the lines. That is, Qwest invoices us for the retail price of lines containing the same features, less the resale discount appropriate for each state.
15. After the end of every month, Qwest provides us with a spreadsheet to true up the difference between the resale rates it invoices and the amount it should have invoiced under the 8th Amendment. The spreadsheet Qwest created and e-mailed to me for September 2001 is attached as Trade Secret Exhibit 8. It was sent to and kept by me in the normal course of business. The first page shows, for each state in Qwest's territory, the total debit or credit to McLeodUSA after comparing the invoiced resale amount to the interconnection agreement rates. The remainder of the document shows, for each state in Qwest's territory, the following information for each USOC representing an element or feature of the UNE Star line ordered by
McLeodUSA:

Affidavit of Lori Deutmeyer

June 11, 2002

Page 6 of 8

- a. Rev. Rev is revenue. This column states the total revenue invoiced by Qwest to McLeod associated with the identified USOC in the specified month.
 - b. Qty. Qty is quantity. This is the quantity of the element or feature associated with each USOC.
 - c. RslRate. RslRate is resale rate. This is the rate applied by Qwest to the quantity associated with each USOC to obtain the revenue amount for each USOC.
 - d. UNEMrate. This is the rate that should have been applied to the element or feature associated with each USOC under the 8th Amendment.
 - e. UNEMcost. This is the product of the quantity multiplied by the UNE-M rates set out in the 8th Amendment. These are the correct amounts that should have been invoiced by Qwest.
 - f. True-up. This is the difference between the UNE-M Cost and the Revenue actually invoiced by Qwest. It is either a debit or a credit to McLeodUSA. A credit, the figures bounded by parentheses, shows amounts overpaid by McLeodUSA based on the 8th Amendment. A debit shows the amounts underpaid by McLeodUSA based on the 8th Amendment.
16. Once I have received the monthly spreadsheet from Qwest, I review it, and if I find any potential errors, I communicate them to Qwest and negotiate until we arrive at an agreed-upon true-up amount. Qwest then pays the true-up amount

Affidavit of Lori Deutmeyer

June 11, 2002

Page 7 of 8

via a wire transfer to McLeodUSA. The wire transfers occur outside of the billing adjustment procedures specified in the interconnection agreement between McLeodUSA and Qwest, and do not appear as a billing adjustment in any subsequent invoices that Qwest issues to McLeodUSA.

17. In every month since McLeodUSA entered into the 8th Amendment, the true-up has resulted in a total credit to McLeodUSA, both for Minnesota specifically and Qwest's 14-state territory generally.
18. As a result of this true-up process, Qwest has refunded the following amounts to McLeodUSA for the following months for Qwest's entire 14-state territory.

[TRADE SECRET BEGINS]

October 2000 through March 2001	\$5,728,245 ¹
April through June 2001	\$3,137,615
July through September 2001	\$4,095,878
October through November 2001	\$2,379,182
December 2001 through January 2002	\$2,452,775.56

[TRADE SECRET ENDS]

¹ In this first true-up, Qwest actually paid McLeodUSA **[TRADE SECRET BEGINS]** \$7,832,900, **[TRADE SECRET ENDS]** which represented the total credit to McLeodUSA. We then paid Qwest **[TRADE SECRET BEGINS]** \$2,104,655 **[TRADE SECRET ENDS]** as an offset representing the total debit to McLeodUSA. Subsequently, Qwest offset debits against credits before paying the credit amount to us.

Affidavit of Lori Deutmeyer

June 11, 2002

Page 8 of 8

19. As a result of this true-up process, Qwest has refunded the following amounts to McLeodUSA for the following months for Minnesota.

[TRADE SECRET BEGINS]

October 2000 through March 2001	\$3,750,706
April through June 2001	\$2,028,951
July through September 2001	\$2,259,212
October through November 2001	\$1,366,831
December 2001 through January 2002	\$1,311,168

[TRADE SECRET ENDS]

I declare under penalty of perjury under the laws of the United States of America and the state of Minnesota that the foregoing is true and correct.

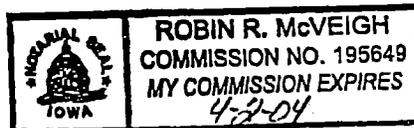
Further affiant sayeth not.

Signed this 11th day of June, 2002

Lori Deutmeyer
Lori Deutmeyer

Signed before me this 11th day of June, 2002.

Robin R. McVeigh
Notary Public



Docket No. P421/CI-01-1371

Affidavit of Lori A. Deutmeyer
Exhibit #1

Contains Trade Secret Information

This message will be removed after 08/04/2002



06/05/2002 02:59 PM

To: Robin R. McVeigh/MCLEOD@MCLEOD
cc:
Subject: Re: vendor credit data

----- Forwarded by David R. Conn/MCLEOD on 06/05/2002 03:03 PM -----

Lori A. Deutmeyer
06/03/2002 01:58 PM

To: David R. Conn/MCLEOD@MCLEOD
cc:
Subject: Re: vendor credit data

----- Forwarded by Lori A. Deutmeyer/MCLEOD on 06/03/2002 02:03 PM -----

....
...
Lori A. Deutmeyer
09/20/2001 11:38 AM

To: Anthony Washington <axwashi@qwest.com>
cc:
Subject: Re: vendor credit data

Thanks for the update. It looks good. I am just still questioning the huge credit that I saw for June on the Collo's billing out of the BART system.

Lori

From: Anthony Washington <axwashi@qwest.com> on 09/20/2001 10:28 AM

From: Anthony Washington <axwashi@qwest.com> on 09/20/2001 10:28 AM
To: Lori A. Deutmeyer/MCLEOD@MCLEOD
cc:
Subject: Re: vendor credit data

Out of region figures have been added to the end line total, Q2 vendor credit attached. If you have any questions give me a call.

Anthony W



303-896-8345

M01 PREFERRED VENDOR PLAN - APRIL 2001 - JUNE 2001

State	Apr-01	May-01	Jun-01	Total	Address ID
AZ	69,942	71,778	91,067	232,787	100000
CO	303,712	293,970	279,012	876,694	200000
IA	476,163	482,703	494,940	1,453,806	C00000
ID	68,423	68,214	70,289	206,926	300000
MN	303,873	312,377	319,131	935,382	M00000
MT	523	2,709	5,383	8,616	400000
ND	84,024	84,358	86,846	255,227	F00000
NE	37,936	36,356	37,998	112,290	B00000
NM	25,392	27,210	35,962	88,564	500000
OR	41,254	46,211	38,614	126,079	R00000
SD	68,117	70,602	70,494	209,213	T00000
UT	91,242	91,052	107,695	289,989	600000
WA	78,286	88,138	83,935	250,360	W00000
WY	68,802	73,922	101,250	243,974	700000
Out of Region	121,659	138,532	80,781	340,972	
Grand Total	1,839,348	1,888,133	1,903,397	5,630,879	

RC: TOCD00000

EXTC: CY1

Main Acct: 4010

Sub Acct: 2199

OK

10% Accrual	M01 10% TRUE-UP CALCULATION									
State	Oct-00	Nov-00	Dec-00	Jan-01	Feb-01	Mar-01	Apr-01	May-01	Jun-01	Grand Total
AZ	4,053	6,189	8,662	18,864	22,951	32,691	49,036	48,861	59,952	251,469
CO	233,136	226,429	263,111	273,408	290,898	281,745	234,281	227,701	260,297	2,286,787
IA	372,852	384,009	378,402	378,859	345,297	377,983	377,102	369,125	363,678	3,348,104
ID	11,186	13,983	19,567	26,112	32,911	33,298	40,270	40,442	45,400	263,168
MN	234,552	240,918	234,326	242,841	233,360	244,256	231,497	238,084	240,166	2,139,798
MT	20	20	52	4	25	(22)	607	3,088	5,995	9,789
ND	70,878	71,582	71,859	72,305	73,068	73,141	73,178	72,457	74,084	652,548
NE	22,444	28,283	30,746	32,365	30,758	31,854	33,779	33,363	32,882	277,273
NM	0	1,479	2,766	8,438	10,049	12,238	16,490	17,013	19,384	87,856
OR	3,781	5,302	8,556	14,293	18,385	18,978	22,725	23,275	23,598	137,994
SD	54,573	54,310	54,318	54,882	55,311	53,389	50,419	48,856	49,916	475,973
UT	34,274	39,288	53,533	83,626	84,212	67,746	67,424	68,220	60,157	538,479
WA	7,608	12,317	14,430	27,954	33,298	36,311	42,065	45,432	53,280	272,635
WY	85,783	89,729	84,854	88,190	248,444	105,937	31,438	56,075	62,887	873,337
Grand Total	1,135,139	1,174,838	1,227,482	1,301,741	1,452,773	1,369,344	1,270,227	1,291,994	1,391,672	11,615,210

UNEM rate diff credit OK

True-up	Month															
State	Oct-00	Nov-00	Dec-00	Jan-01	Feb-01	Mar-01	Apr-01	May-01	Jun-01	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01	Grand Total
AZ	(814)	(1,231)	(1,758)	(6,202)	(3,175)	(4,373)	(8,281)	(9,385)	(11,231)							
CO	(12,430)	(13,812)	(13,784)	(20,988)	(12,810)	(20,052)	(23,821)	(25,894)	(27,211)							
IA	26,317	26,037	28,505	26,302	28,868	21,884	18,989	20,238	17,558							
ID	(1,722)	(2,073)	(2,681)	(5,348)	(3,558)	(4,490)	(5,231)	(5,789)	(7,502)							
MN	(60,940)	(63,151)	(61,424)	(63,842)	(63,034)	(62,679)	(67,313)	(67,703)	(67,879)							
MT	(14)	(14)	(21)	(34)	(14)	(14)	(194)	(390)	(642)							
ND	838	811	1,188	740	1,162	1,012	485	566	370							
NE	(3,536)	(3,944)	(4,359)	(5,091)	(4,718)	(4,874)	(5,497)	(5,662)	(5,674)							
NM	(119)	(418)	(729)	(3,477)	(1,817)	(2,695)	(4,701)	(5,453)	(6,304)							
OR	(205)	(300)	(571)	(1,489)	(917)	(1,262)	(1,885)	(2,144)	(2,312)							
SD	3,201	3,190	3,420	3,402	3,521	3,404	3,382	3,365	3,382							
UT	(8,345)	(9,731)	(11,365)	(18,620)	(13,747)	(15,890)	(18,868)	(19,848)	(21,909)							
WA	(1,456)	(2,151)	(2,720)	(6,701)	(4,355)	(5,733)	(8,337)	(9,245)	(10,372)							
WY							22,894	3,390	4,255							
Grand Total	(59,226)	(66,785)	(66,309)	(99,347)	(74,596)	(95,661)	(101,188)	(124,965)	(136,573)	0	0	0	0	0	0	0

Collocation BART ok

10%	Month															
State	Oct-00	Nov-00	Dec-00	Jan-01	Feb-01	Mar-01	Apr-01	May-01	Jun-01	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01	Grand Total
AZ	0	4,293	0	0	0	1,050	0	0	0	0	0	0	0	0	0	5,342
CO	0	0	49,878	221,733	0	0	0	0	(49,672)	0	0	0	0	0	0	221,837
IA	0	13,713	8,691	0	315	13,713	0	0	0	0	0	0	0	0	0	34,431
ID	0	0	0	0	0	4,494	0	0	0	0	0	0	0	0	0	4,494
MN	0	12,733	1,483	0	2,703	5,115	3,046	0	2,705	0	0	0	0	0	0	27,784
MT	0	11,301	0	0	0	11,301	0	0	0	0	0	0	0	0	0	22,603
ND	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NM	0	13,313	401	0	232	1,872	0	0	0	0	0	0	0	0	0	15,619
OR	0	18,923	5,281	0	0	0	0	985	(8,103)	0	0	0	0	0	0	20,068
SD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
UT	0	0	0	76,239	0	0	0	0	0	0	0	0	0	0	0	76,239
WA	0	24,126	5,909	0	487	(8,745)	0	0	(10,642)	0	0	0	0	0	0	11,135
WY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total	0	89,402	69,621	297,971	3,737	28,600	3,046	985	(63,712)	0	0	0	0	0	0	439,850

UnbLoop OK from cdw

10%	Month															
State	10/1/2000	11/1/2000	12/1/2000	1/1/2001	2/1/2001	3/1/2001	4/1/2001	5/1/2001	6/1/2001	7/1/2001	8/1/2001	9/1/2001	10/1/2001	11/1/2001	12/1/2001	(blank)
AZ	0	0	0	0	0	0	0	0	214	0	0	0	0	0	0	0
CO	0	0	74	12	1,119	2,102	4,741	9,889	13,628	0	0	0	0	0	0	0
IA	26	2,800	9,528	2,875	3,038	2,712	5,011	13,158	31,692	0	0	0	0	0	0	0
ID	0	0	0	0	0	0	0	0	15	0	0	0	0	0	0	0
MN	24,355	21,248	9,750	42,262	26,382	25,490	27,181	28,759	31,798	0	0	0	0	0	0	0
MT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ND	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NM	0	0	0	0	0	0	0	0	1,370	0	0	0	0	0	0	0
OR	0	0	0	0	0	0	0	0	26	0	0	0	0	0	0	0
SD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
UT	0	0	0	0	0	0	0	0	75	0	0	0	0	0	0	0
WA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
WY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total	24,381	24,046	19,352	44,950	30,540	30,304	36,913	51,820	78,922	0	0	0	0	0	0	0

Collocation IABS Estimate OK

10%	Month															
State	Oct-00	Nov-00	Dec-00	Jan-01	Feb-01	Mar-01	Apr-01	May-01	Jun-01	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01	Grand Total
AZ	1,983	476	1,229	1,229	1,229	1,229	1,229	1,229	1,229	0	0	0	0	0	0	11,065
CO	41,748	10,025	25,885	25,885	25,885	25,885	25,885	25,885	25,885	0	0	0	0	0	0	232,966
IA	0	14,537	7,269	7,269	7,269	7,269	7,269	7,269	7,269	0	0	0	0	0	0	65,418
ID	3,377	811	2,094	2,094	2,094	2,094	2,094	2,094	2,094	0	0	0	0	0	0	18,844
MN	38,589	9,267	23,928	23,928	23,928	23,928	23,928	23,928	23,928	0	0	0	0	0	0	215,352
MT	4	2	2	2	2	2	2	2	2	0	0	0	0	0	0	22
ND	11,705	2,811	7,258	7,258	7,258	7,258	7,258	7,258	7,258	0	0	0	0	0	0	65,323
NE	4,738	1,138	2,938	2,938	2,938	2,938	2,938	2,938	2,938	0	0	0	0	0	0	26,442
NM	740	178	459	459	459	459	459	459	459	0	0	0	0	0	0	4,128
OR	2,929	703	1,816	1,816	1,816	1,816	1,816	1,816	1,816	0	0	0	0	0	0	16,348
SD	7,578	1,819	4,698	4,698	4,698	4,698	4,698	4,698	4,698	0	0	0	0	0	0	42,280
UT	8,296	1,992	5,144	5,144	5,144	5,144	5,144	5,144	5,144	0	0	0	0	0	0	48,298
WA	3,111	747	1,929	1,929	1,929	1,929	1,929	1,929	1,929	0	0	0	0	0	0	17,263
WY	19,348	4,646	11,997	11,997	11,997	11,997	11,997	11,997	11,997	0	0	0	0	0	0	107,873
Grand Total	144,142	49,152	96,647	96,647	96,647	96,647	96,647	96,647	96,647	0	0	0	0	0	0	869,821

MN	51,640	50,391	48,889	51,856	51,542	55,946	10% 5306-UP CALCULATION	48,781	0	0	0	0	0	0	0	435,339
MT	7	7	7	7	7	7	7	7	222	0	0	0	0	0	0	59
ND	1,747	1,361	921	1,185	875	879	803	1,382	2,823	0	0	0	0	0	0	8,787
NE	827	1,006	2,591	3,477	3,022	3,321	2,807	2,402	2,399	0	0	0	0	0	0	20,177
NA	539	574	457	497	498	650	627	578	4,396	0	0	0	0	0	0	4,697
OR	3,333	3,410	3,536	3,349	3,114	3,156	3,221	4,621	4,438	0	0	0	0	0	0	28,227
SD	1,037	1,099	1,244	1,188	1,362	1,821	1,611	5,426	2,111	0	0	0	0	0	0	19,239
UT	12,330	13,698	16,839	14,393	14,824	14,450	13,987	15,357	14,301	0	0	0	0	0	0	116,069
WA	4,748	4,751	4,656	4,951	4,740	5,013	4,636	5,888	9,791	0	0	0	0	0	0	39,720
WY	548	518	445	503	508	480	451	425	445	0	0	0	0	0	0	3,904
Grand Total	127,297	130,128	132,631	145,456	147,264	153,824	151,879	165,653	162,862	0	0	0	0	0	0	1,183,458

Eat

SWACC

Product	SWACC
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OK

abs

State	MonYr	Oct-00	Nov-00	Dec-00	Jan-01	Feb-01	Mar-01	Apr-01	May-01	Jun-01	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01	Grand Total
AZ	18,292	18,016	20,694	24,199	18,823	27,545	22,424	24,802	26,833	(0)	(0)	(0)	(0)	(0)	(0)	(0)	173,416
CO	41,243	36,902	40,966	36,913	23,715	64,033	43,837	38,767	36,723	0	0	0	0	0	0	0	331,448
IA	35,518	33,782	36,800	12,809	1,378	27,572	25,536	27,571	31,812	0	0	0	0	0	0	0	198,929
ID	21,588	20,793	21,059	20,295	18,871	18,226	21,769	22,901	21,549	0	0	0	0	0	0	0	164,370
MN	18,592	23,599	24,526	11,111	20,448	16,539	13,231	15,016	21,194	0	0	0	0	0	0	0	142,277
MT	1	0	0	0	1	1	1	1	0	0	0	0	0	0	0	0	5
ND	2,486	3,812	3,728	1,721	903	2,600	2,097	2,651	2,465	0	0	0	0	0	0	0	19,456
NE	2,942	5,208	3,722	4,410	2,371	3,052	3,044	2,668	3,441	0	0	0	0	0	0	0	27,793
NM	14,946	12,340	18,826	11,292	13,940	15,338	12,255	14,323	17,820	0	0	0	0	0	0	0	112,180
OR	16,443	17,175	14,252	16,105	13,707	16,880	15,084	17,137	16,847	0	0	0	0	0	0	0	124,732
SD	11,687	11,284	10,735	4,028	2,947	7,479	7,408	7,634	9,754	0	0	0	0	0	0	0	62,985
UT	22,176	22,180	22,242	20,963	12,810	22,469	21,936	20,039	28,156	0	0	0	0	0	0	0	166,711
WA	34,854	31,787	30,109	28,201	22,786	27,981	37,534	43,630	39,392	0	0	0	0	0	0	0	250,766
WY	2,755	2,264	2,264	965	1,281	2,775	1,918	2,028	1,671	0	0	0	0	0	0	0	16,141
Grand Total	245,542	239,142	250,922	193,011	153,959	252,491	228,077	239,165	257,655	(0)	(0)	(0)	(0)	(0)	(0)	(0)	1,791,222

Eat

Other

Product	(All)
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OK

abs

some unbun

State	Sum of 10%	MonYr	Oct-00	Nov-00	Dec-00	Jan-01	Feb-01	Mar-01	Apr-01	May-01	Jun-01	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01	Grand Total
AZ	476	442	411	408	405	514	513	573	5,086	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	4,321
CO	(41,964)	6,813	9,597	14,278	10,724	4,580	2,256	1,792	2,023	0	0	0	0	0	0	0	0	10,579
IA	11,811	(17,778)	14,091	9,854	10,352	8,608	8,207	2,874	3,850	0	0	0	0	0	0	0	0	49,512
ID	163	53	42	51	213	1,237	1,904	1,289	644	0	0	0	0	0	0	0	0	7,717
MN	11,813	11,533	8,474	10,055	12,200	14,829	16,942	17,011	18,459	0	0	0	0	0	0	0	0	109,972
MT	0	0	0	0	0	0	0	0	8	0	0	0	0	0	0	0	0	0
ND	107	88	3	4	60	27	105	34	33	0	0	0	0	0	0	0	0	490
NE	(1)	1,488	1	122	118	984	868	636	642	0	0	0	0	0	0	0	0	4,513
NM	464	380	144	250	214	138	263	301	212	0	0	0	0	0	0	0	0	2,186
OR	360	495	588	235	592	689	299	521	331	0	0	0	0	0	0	0	0	4,102
SD	1,449	(382)	492	836	936	1,457	599	823	634	0	0	0	0	0	0	0	0	8,157
UT	3,608	2,091	1,828	2,358	2,098	2,385	1,818	2,140	1,771	0	0	0	0	0	0	0	0	18,055
WA	622	628	1,784	557	589	548	520	504	557	0	0	0	0	0	0	0	0	5,954
WY	0	0	0	5	(0)	0	3	6	(4)	0	0	0	0	0	0	0	0	12
Grand Total	(11,093)	5,862	38,254	39,012	38,459	36,095	32,056	28,303	34,243	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	223,558

Eat

TOTAL

State	Sum of 10%	MonYr	Oct-00	Nov-00	Dec-00	Jan-01	Feb-01	Mar-01	Apr-01	May-01	Jun-01	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01	Grand Total
AZ	29,341	32,507	33,361	42,656	44,881	63,779	69,842	71,778	81,067	0	(0)	(0)	(0)	(0)	(0)	(0)	(0)	707,132
CO	270,500	278,960	387,562	562,880	348,256	373,448	303,712	293,970	303,712	279,012	0	0	0	0	0	0	0	5,548,159
IA	478,156	487,623	516,100	480,022	439,859	501,001	476,183	482,703	494,940	0	0	0	0	0	0	0	0	7,745,525
ID	40,378	38,436	45,741	49,227	56,591	61,843	68,423	68,214	70,289	0	0	0	0	0	0	0	0	783,820
MN	319,800	306,532	288,951	317,811	307,528	323,093	303,873	312,377	319,131	0	0	0	0	0	0	0	0	5,009,598
MT	18	11,316	41	(19)	21	11,275	523	2,709	5,383	0	0	0	0	0	0	0	0	40,337
ND	87,772	80,465	84,958	83,192	83,324	84,918	84,024	84,358	86,648	0	0	0	0	0	0	0	0	1,421,840
NE	27,414	34,189	35,639	38,221	34,490	36,974	37,936	36,356	37,998	0	0	0	0	0	0	0	0	594,953
NM	16,570	27,648	23,324	17,457	23,575	27,810	25,392	27,210	35,962	0	0	0	0	0	0	0	0	312,796
OR	26,642	46,708	34,538	34,310	34,859	40,258	41,254	46,211	38,614	0	0	0	0	0	0	0	0	480,286
SD	79,533	71,320	74,806	69,031	68,725	72,247	68,117	70,602	70,494	0	0	0	0	0	0	0	0	1,137,894
UT	72,338	69,518	87,820	168,101	85,339	96,504	91,242	91,052	107,895	0	0	0	0	0	0	0	0	1,407,887
WA	48,486	72,205	56,100	56,891	59,455	57,304	78,286	88,138	83,935	0	0	0	0	0	0	0	0	871,202
WY	108,433	97,157	99,581	101,861	262,231	121,190	68,802	73,922	101,250	0	0	0	0	0	0	0	0	1,973,606
Grand Total	1,606,183	1,655,784	1,768,600	2,019,441	1,848,785	1,871,645	1,717,689	1,749,601	1,822,816	0	(0)	(0)	(0)	(0)	(0)	(0)	(0)	20,015,856

10,770,437

5,289,907

OUT OF REGION

Acct #	Short Name	ASSOC	April '01	May '01	June '01
37808126			12,677	12,677	12,677
57285489			15,255	15,255	15,255
57285159			7,576	7,138	6,809
36638745			474,830	639,289	212,410
36638744			4,475	4,487	2,648
57285478			13,605	13,605	13,605
37808238			300	300	300
36638758			35	78	81
15624178			272,412	354,025	303,844
36612445			570	83	114
57283261			20,125	20,130	20,125
57283278			52	77	54
38734932			-	-	-
30228537			-	-	-
30072110			394,681	318,215	

Docket No. P421/CI-01-1371

Affidavit of Lori A. Deutmeyer
Exhibit #2

Contains Trade Secret Information

McLeod USA

6400 C St. SW
Cedar Rapids, IA 50406
319-790-6577 fax 319-790-7007

INVOICE

Customer

Name Qwest Communications Attn: Audrey McKenney
Address 1801 California RM 2340
City Denver State CO ZIP 80202
Phone 303-896-5851 fax # 303-896-7473

Description	Total
Preferred Vendor Plan through March 2001	\$10,770,436.63
Wiring Instructions:	
Firststar Bank ABA 042000013 McLeodUSA Inc. Account 121372734	



McLeod USA

6400 C St. SW
Cedar Rapids, IA 50406
319-790-6577 fax 319-790-7007

INVOICE

Customer

Name Qwest Communications Attn: Audrey McKenney
Address 1801 California RM 2340
City Denver State CO ZIP 80202
Phone 303-896-5851 fax # 303-896-7473

Description	Total
Preferred Vendor Plan April 2001 - June 2001	\$5,630,879.00
Wiring Instructions:	
Firstar Bank ABA 042000013 McLeodUSA Inc. Account 121372734	



McLeod USA

6400 C St. SW
Cedar Rapids, IA 50406
319-790-6577 fax 319-790-7007

INVOICE

Customer

Name Qwest Communications Attn: Audrey McKenney
Address 1801 California RM 2340
City Denver State CO ZIP 80202
Phone 303-896-5851 fax # 303-896-7473

	Description	Total
	Preferred Vendor Plan July 2001 - Sept. 2001	\$5,649,513.00
	Total	\$334,891.00
	Wiring Instructions:	\$5,984,404.00
	Firststar Bank	
	ABA 042000013	
	McLeodUSA Inc.	
	Account 121372734	



Docket No. P421/CI-01-1371

Affidavit of Lori A. Deutmeyer
Exhibit #3

Contains Trade Secret Information

<u>Amount</u>	<u>0- Day</u>	<u>1- Day</u>	<u>2+ Day</u>	<u>Cust Ref</u>	<u>Bank Ref</u>
ACH Credit				Total: 1,480,859.13	Count: 4

1,470,000.00	MCLEOD IAC ACH ITEMS 010622 -SETT-PC ACH002				
8,549.94	CD FUNDING ADJ. -PRIORDAY 062201 AC#0520005649				
2,271.31	WESTERN UNION PAYMENTS 010521 5339106601172				
37.88	EPA TREAS 310 MISC PAY 062201 421407242680112				

Incoming Wire Transfer Credit				Total: 14,487,306.93	Count: 3
-------------------------------	--	--	--	----------------------	----------

10,770,437.00	WT INC 010622007972QWEST CORP 5325 ZUNI ST RM 730 DENVER CO 80221-1				
3,713,952.00	WT INC 010622007949XO COMMUNICATIONS, INC. OGB=XO COMMUNICATIONS IN				
2,917.93	WT INC 010622010833MCLEOD USA 333 W34TH STR EET OGB=SALOMON SMITH BA				

Target Balance Credit				Total: 2,431,036.41	Count: 6
-----------------------	--	--	--	---------------------	----------

2,327,246.92	2,327,246.92				00056683
TRANSFER FROM 012137-2742					
84,785.22	84,785.22				00056685
TRANSFER FROM 012137-5646					
12,300.92	12,300.92				00056675
TRANSFER FROM 012136-3808					
3,366.27					00057018
TRANSFER FROM 041707-7438					
2,459.58					00057242
TRANSFER FROM 063610-8690					
877.50	-350.00	350.00	877.50		00057240
TRANSFER FROM 063610-8455					

Miscellaneous Fee Refund				Total: 27.50	Count: 1
--------------------------	--	--	--	--------------	----------

27.50	REFUND NSF/OD FEES				
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Miscellaneous Credit				Total: 5,775,000.00	Count: 1
----------------------	--	--	--	---------------------	----------

--	--	--	--	--	--

Docket No. P421/CI-01-1371

Affidavit of Lori A. Deutmeyer
Exhibit #4

Contains Trade Secret Information

5,630,879.00

WT INC 011002006645QWEST CORP 5325 ZUNI ST RM 730 DENVER CO
80221-1

Docket No. P421/CI-01-1371

Affidavit of Lori A. Deutmeyer
Exhibit #5

Contains Trade Secret Information

3rd Qtr.

Jan. 18th

Credit

5,649,513.00	WT INC 020118007890QWEST CORP 5325 ZUNI ST RM 730 DENVER CO 80221-1
29,758.19	BK TRNSFR 020118000301FIRSTAR BK IOWA F/B/O MC LEOD USA

file://C:\firstar\olb\5.2\cbsApplet.html

1/21/2002

Docket No. P421/CI-01-1371

Affidavit of Lori A. Deutmeyer
Exhibit #6

Contains Trade Secret Information

This message will be removed after 08/04/2002



06/05/2002 03:02 PM

To: Robin R. McVeigh/MCLEOD@MCLEOD
cc:
Subject: Re: vendor calc & RateDiff

----- Forwarded by David R. Conn/MCLEOD on 06/05/2002 03:06 PM -----

Lori A. Deutmeyer
06/03/2002 01:52 PM

To: David R. Conn/MCLEOD@MCLEOD
cc:
Subject: Re: vendor calc & RateDiff

Below is a note from Anthony regarding the Q4 payment. Also, attached is the Feb.02 monthly true up.

----- Forwarded by Lori A. Deutmeyer/MCLEOD on 06/03/2002 02:01 PM -----

Lori A. Deutmeyer
05/23/2002 08:18 AM

To: Anthony Washington <axwashi@qwest.com>
cc:
Subject: Re: vendor calc & RateDiff

I was aware of the meeting and I did know that we are going to be providing some information. I thought we may want to continue to true up the amounts since they will probably need that information.

From: Anthony Washington <axwashi@qwest.com> on 05/22/2002 05:26 PM

From: Anthony Washington <axwashi@qwest.com> on 05/22/2002 05:26 PM
To: Lori A. Deutmeyer/MCLEOD@MCLEOD
cc:
Subject: vendor calc & RateDiff

Lori,

As I was working on the 4Q vendor payment figures I was informed that a meeting between Qwest and Steve Gray & Randy Rings, held on April 30th, put a hold on completing the 4Q payment until an undisclosed issue was resolved, and that Jon Bartleson and Joseph Terfler will provide Qwest with information, as a result of the April 30th meeting, regarding vendor payments. Nonetheless, I have included Februarys RateDiff and will provide March and April shortly. If you have any question let me know.

thanks



Anthony W

Docket No. P421/CI-01-1371

Affidavit of Lori A. Deutmeyer
Exhibit #7

Public

McLeodUSA

Law Department
McLeodUSA Technology Park
6400 C Street SW
Cedar Rapids, IA 52406-3177
Phone: (319) 790-6480
Facsimile: (319) 790-7901

DEC 21 2000

December 20, 2000

Dr. Burl W. Haar
Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, MN 55101

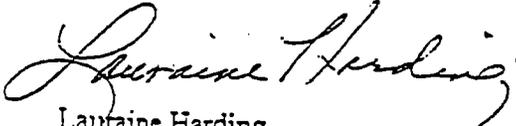
Re: In the Matter of the Joint Application for Approval of the Eighth Amendment to the Interconnection Agreement between McLeodUSA Telecommunications Services, Inc. and Qwest Corporation.

Dear Dr. Haar:

Enclosed for filing with the Minnesota Public Utilities Commission are an original and sixteen copies of the above referenced amendment to the Interconnection Agreement. The original Interconnection Agreement was approved by the Minnesota Public Utilities Commission on January 30, 1998.

Also enclosed is an extra copy of this letter. Please date stamp the extra copy when filed; and return it to me in the enclosed self-addressed stamped envelope. If you have any questions or require additional information, please do not hesitate to contact me. Thank you for your consideration.

Very truly yours,


Lauraine Harding

Attachment
cc: Attached Service List

Qwest
Exhibit 14

MCLEODUSA TECHNOLOGY PARK 6400 C STREET SW PO Box 3177 CEDAR RAPIDS, IA 52406-3177
PHONE 319-364-0000 FAX 319-790-7015 <http://www.mcleodusa.com>

STATE OF MINNESOTA
BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

Gregory Scott
Edward A. Garvey
Joel Jacobs
R. Marshall Johnson
LeRoy Koppendrayer

Chairman
Commissioner
Commissioner
Commissioner
Commissioner

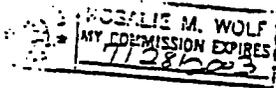
Re: In the Matter of the Joint Application for Approval of the Eighth Amendment to the Interconnection Agreement between McLeodUSA Telecommunications Services, Inc. and Qwest Corporation

AFFIDAVIT OF SERVICE

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

Lauraine Harding, being first duly sworn, deposes and says:

That on the 22nd day of December, 2000, at the City of Cedar Rapids, State of Iowa, she served the annexed filing on the party designated therein, by overnighting to them a copy thereof, enclosed in an envelope, postage prepaid, directed to said address or last known address.



Lauraine Harding

Lauraine Harding

Subscribed and sworn to me
This 20th day of December, 2000.

Rosalie M. Wolf

Notary Public

Service List

Dr. Burl W. Haar
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, MN 55101

Linda Chavez
Minnesota Department of Public Service
121 7th Place East, Suite 200
St. Paul, MN 55101

Qwest Corporation
Director - Interconnection Compliance
1801 California Street, Room 2410
Denver, CO 80202-1984

Qwest Corporation
Attn: Jim Gallegos
Corporate Counsel, Interconnection
1801 California Street, 38th Floor
Denver, CO 80202

Jason Topp
Qwest Corporation
200 South Fifth Street, Room 395
Minneapolis, MN 55402

Amendment No. 8 to the Interconnection Agreement
Between
McLeodUSA Telecommunications Services, Inc.
and
Qwest Corporation
f.k.a. U S WEST Communications, Inc.
for the State of Minnesota

This Amendment No. 8 ("Amendment") is made and entered into by and between McLeodUSA Telecommunications Services, Inc. ("McLeodUSA") and Qwest Corporation f.k.a. U S WEST Communications, Inc. ("Qwest").

RECITALS

WHEREAS, McLeodUSA and Qwest entered into an Interconnection Agreement for service in the state of Minnesota which was approved by the Minnesota Public Utilities Commission on January 30, 1998 (the "Agreement"); and

WHEREAS, McLeodUSA and Qwest desire to amend the Agreement by adding the terms, conditions and rates contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment Terms.

This Amendment is made in order to add terms, conditions and rates for the business-to-business relationship as set forth in Amendment 8 and Attachment 3.2 attached hereto and incorporated herein.

2. Effective date.

This Amendment shall be deemed effective upon approval by the appropriate state Commission; however, the Parties agree to implement the provisions of this Amendment effective October 1, 2000.

3. Further Amendments.

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both parties.

AMENDMENT 8

INTERCONNECTION AGREEMENT AMENDMENT TERMS

This Amendment Agreement ("Amendment") is made and entered into by and between McLeodUSA Telecommunications Services, Inc. ("McLeodUSA") and Qwest Corporation ("Qwest") (collectively, the "Parties") on this 26th day of October, 2000.

The Parties agree to file this Amendment as an amendment 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, and such conditions being integrally and inextricably are a material part of this agreement:

1.1 McLeodUSA purchased, as of the end of 1999 over 200,000 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, for the exchange of local traffic, including Internet-related traffic, on a "bill and keep" basis, that 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 terminates to a customer of the other company, provided however, that these provisions will not affect or avoid the obligations to pay the rates set out on Attachment 3.2.

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 established between the parties, and modified if appropriate.

1.4 The Parties agree that the terms and conditions contained in this Amendment are based on current characteristics of McLeodUSA, which includes service to business and Centrex-related customers and includes a fair representation of all businesses, with no large proportion of usage going to a particular type of business.

1.5 The Parties agree that the terms and conditions contained in this Amendment are based on the characteristics of McLeodUSA's traffic patterns, which does not include identifiable usage by any particular type of user.

1.6 This Amendment shall be deemed effective on October 1, 2000, subject to approval by the appropriate state commissions, and the parties agree to implement the terms of the Amendment effective October 1, 2000. This Amendment will be

AMENDMENT S

incorporated in any future Agreements, but nothing in any new Agreement will extend the termination date of this Amendment or its terms beyond the term provided herein. Nothing in this Amendment will extend the expiration date of any existing interconnection agreement. This Amendment and the underlying Agreement shall be binding on Qwest and McLeodUSA and their subsidiaries, successors and assigns.

1.7 In interpreting this Amendment, all attempts will be made to read the provisions of this Amendment consistent with Agreements and all effective amendments. In the event that there is a conflict between this Amendment and an Agreement or previous amendments, the terms and conditions of this Amendment shall supersede all previous documents.

1.8 Except as modified herein, the provisions of the Agreements shall remain in full force and effect. Neither the Agreements nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Parties. This specifically excludes amendments resulting from regulatory or judicial decisions regarding pricing of unbundled network elements, which shall have no effect, on the pricing offered under this Amendment, prior to termination of this Amendment.

1.9 The Parties intending to be legally bound have executed this Amendment 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.

1.10 Unless terminated as provided in this section, the initial term of this Amendment is from the date of signing until December 31, 2003 ("Initial Term") and this Amendment shall thereafter automatically continue until either party gives at least six (6) months advance written notice of termination. This Amendment can only be terminated during the Initial Term in the event the Parties agree.

1.11 In the event of termination, the pricing, terms, and conditions for all services and network elements purchased under this Amendment shall immediately be converted, at the option of McLeodUSA, to either other prevailing prices for combinations of network elements, or to retail services purchased at the prevailing wholesale discount. In either case, if and to the extent conversion of service is necessary, reasonable and appropriate cost-based nonrecurring charges will apply.

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

1.13 To the extent any Agreement does not contain a force majeure provision, then if either party's performance of this Amendment or any obligation under this Amendment is prevented, restricted or interfered with by causes beyond such parties reasonable control, including but not limited to acts of God, fire, explosion, vandalism

AMENDMENT 8

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, strikes or work stoppages or vendor failures, cable cuts, 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").

1.14 Neither party will present itself as representing or jointly marketing services with the other, or market its services using the name of the other party, without the prior written consent of the other party.

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 and fully integrated with the terms and conditions described below and throughout this Amendment, with such consideration only being adequate if all such agreements and covenants are made and are enforceable, McLeodUSA agrees to the following:

2.1 To pay Qwest \$43.5 million to convert to the Platform described herein and in Attachment 3.2.

2.2 Based on all the terms and conditions contained herein, McLeodUSA may also purchase DSL and voice mail (at full retail rates) from Qwest for resale.

2.3 During each of the three calendar years of this Amendment, to maintain for the purpose of providing service to McLeodUSA's customers, no fewer than 275,000 local exchange lines purchased from Qwest, and to maintain on Qwest local exchange lines to end users at least seventy percent (70%) (in terms of physical non-DS1/DS3 facilities) of McLeodUSA's local exchange service in the region where Qwest is the incumbent local exchange service provider. In addition, beginning in 2001, at least 1000 lines will be maintained in each state (including no less than 125,000 lines in the state of Iowa) in which Qwest is the incumbent local exchange service provider. 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 event 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 amendment, and for features associated with the product, using (at McLeodUSA's option) primarily through either IMA or EDI electronic interfaces offered by Qwest.

2.5 To remain on a "bill and keep" basis for the exchange of local traffic and

AMENDMENT 8

Internet-related 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 in each state of the entire territory where Qwest is the incumbent local exchange service provider.

2.7 To provide Qwest accurate daily working telephone numbers of McLeodUSA customers to allow Qwest to provide daily usage information to McLeodUSA so that McLeodUSA can bill interexchange or other companies switched access or other rates as appropriate.

2.8 To provide Qwest with rolling 12 month forecasted line volumes to the central office level for unbundled loops, and otherwise where marketing campaigns are conducted, updated quarterly.

2.9 To hold Qwest harmless in the event of disputes between McLeodUSA and other carriers regarding the billing of access or other charges associated with usage measured by a Qwest switch; provided that Qwest agrees to cooperate in any investigation related to such a dispute to the extent necessary to determine the type and accuracy of such usage.

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 and fully integrated with the terms and conditions described below and throughout this Amendment, 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 associated with conversion from resold services to the unbundled network platform and for terminating McLeodUSA contracts for services purchased from Qwest for resale as described in this amendment.

3.2 To provide throughout the term of this Amendment the Platform and Products described herein and in Attachment 3.2, regardless of regulatory or judicial decisions on components of an unbundled network element platform, upon the rates, terms and conditions described herein and in Attachment 3.2.

3.3 To provide daily usage information to McLeodUSA, for the working telephone numbers supplied to Qwest by McLeodUSA, so that McLeodUSA can bill interexchange or other companies switched access or other rates as appropriate.

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

3.5 To provide (at McLeodUSA's option) IMA and EDI electronic interfaces to adequately support the product described in section 3.2.

McLeodUSA Telecommunications
Services, Inc.


Authorized Signature

Blake O. Fisher
Name Printed/Typed

Group Vice President
Title

October 26, 2000
Date

Qwest Corporation

Authorized Signature

Name Printed/Typed

Title

October 26, 2000
Date

3.5 To provide (at McLeodUSA's option) IMA and EDI electronic interfaces to adequately support the product described in section 3.2.

McLeodUSA Telecommunications
Services, Inc.

Authorized Signature

Blake D. Fisher

Name Printed/Typed

Group Vice President

Title

October 26, 2000

Date

Qwest Corporation



Authorized Signature

GREGORY M. CASEY

Name Printed/Typed

EXEC. VP.

Title

October 26, 2000

Date

Attachment 3.2

- I. Performance by McLeodUSA of the covenants and agreements in section 2 of the Amendment to which this Attachment is a part.
- II. Performance by Qwest of the covenants and agreements in section 3 of the Amendment to which this Attachment is a part.
- III. State recurring rates for lines, adjustments, charges, other terms and conditions, included and excluded platform features, are at the end of this attachment, and are subject to and clarified by the following:
 - A. In determining state-wide usage McLeodUSA agrees to allow Qwest to audit its records of usage of the platform on a quarterly basis. If average usage exceeds the 525 minutes per month for a three month period, or the agreed upon measurement period, on a state-by-state basis, all platform service shall be increased by the appropriate increment. The first increment audit will be conducted during December 2000. If average usage is above 525 minutes on a state-wide basis, the incremental usage element will not be applied for January, February and March usage, or the agreed upon measurement period. The second incremental audit will be conducted in March of 2001 based upon December, January and February usage, or the agreed upon measurement period. If the average usage is above 525 minutes for that quarter, then the appropriate increment usage element(s) will be applied to April, May and June usage, or the agreed upon measurement period. All audits will follow on a rolling quarterly basis, and all increments shall be applied on a rolling basis at the state level.
 - B. The rates provided for by this platform do not apply to usage associated with toll traffic. Additional local usage charges will apply to usage associated with toll traffic.
 - C. Platform rates include only one primary listing per telephone number.
 - D. Rates for voice messaging and DSL service are retail rates and are offered conditioned on paragraph I above where such services are available.
 - E. Rates associates with miscellaneous charges, or governmental mandates, such as local number portability, shall be passed through to McLeodUSA.
 - F. The Platform rates provided for in this Amendment shall only apply to additions to existing CENTREX common blocks established prior to October 1, 2000, and only apply to business local exchange customers served through this unbundled network element platform where facilities exist. Appropriate charges for any new CENTREX-related services or augments where facilities do not exist will apply. This Amendment only

Attachment 3.2

applies to platform services provided for business users and users of existing CENTREX common blocks. Qwest will not provide McLeodUSA any new CENTREX common blocks. Appropriate nonrecurring charges will apply to any disconnects, charges or additions to this platform. These rates do not apply to basic residential exchange (IFR) service.

- G. Any features or functions not explicitly provided for in this Amendment shall be provided only for a charge (both recurring and nonrecurring), based upon Qwest's rates to provide such service in accordance with the terms and conditions of the appropriate tariff or Agreement for the applicable jurisdiction.

PRICES FOR OFFERING

	Platform recurring	Additional charge for each 50 Minute increment > 525 MOU/Month
AZ	30.80	0.280
CO	34.00	0.295
IA	26.04	0.270
ID	33.15	0.295
MN	27.00	0.205
MT	34.95	0.300
ND	28.30	0.260
NE	35.95	0.300
NM	27.15	0.140
OR	25.90	0.170
SD	29.45	0.345
UT	22.60	0.270
WA	24.00	0.195
WY	33.40	0.360

FEATURES INCL IN FLAT RATED UNE-BUSINESS

- Call Hold
- Call Transfer
- Three-Way Calling -
- Call Pickup
- Call Waiting/Cancel Call Waiting
- Distinctive Ringing
- Speed Call Long - Customer Change
- Station Dial Conferencing (6-Way)
- Call Forwarding Busy Line
- Call Forwarding Don't Answer
- Call Forwarding Variable
- Call Forwarding Variable Remote
- Call Park (Basic - Store & Retrieve)
- Message Waiting Indication AV

Attachment 3.2

FEATURES INCL'IN EXISTING
CENTREX COMMON BLOCKS
Call Hold
Call Transfer
Three-Way Calling
Call Pickup
Call Waiting/Cancel Call Waiting
Distinctive Ringing
Speed Call Long - Customer Change
Station Dial Conferencing (6-Way)
Call Forwarding Busy Line
Call Forwarding Don't Answer
Call Forwarding Variable
Call Park (Basic - Store & Retrieve)
Message Waiting Indication AV
Centrex Management System (CMS)
Station Mssg Detail Recording (SMDS)
Data Call Protection
Hunting Billing
Individual Line Billing
Intercept
Intrasystem Calling
Intercom
Night Service
Outgoing Trunk Queuing
Line Restrictions
Touch Tone
Directed Call Pickup
AIOD
Dial 0
Automatic Call Back Ring Again
Direct Inward Dialing
Direct Outward Dialing
Executive Busy Override
Last Number Redial
Make Set Busy
Network Speed call
Primary Listing

Docket No. P421/CI-01-1371

Affidavit of Lori A. Deutmeyer
Exhibit #8

Contains Trade Secret Information

This message will be removed after 08/04/2002



06/05/2002 03:00 PM

To: Robin R. McVeigh/MCLEOD@MCLEOD
cc:
Subject: Srpt True-up

----- Forwarded by David R. Conn/MCLEOD on 06/05/2002 03:04 PM -----

Lori A. Deutmeyer
06/03/2002 01:58 PM

To: David R. Conn/MCLEOD@MCLEOD
cc:
Subject: Srpt True-up

Sept 01

----- Forwarded by Lori A. Deutmeyer/MCLEOD on 06/03/2002 02:06 PM -----

From: Anthony Washington <axwashi@qwest.com> on 11/09/2001 04:56 PM
To: Lori A. Deutmeyer/MCLEOD@MCLEOD
cc:
Subject: Srpt True-up

Lori,
Attached is the September true-up.



NDI Trueup Sept
01.xls

AW

MCLEOD RATE DIFF FOR September 01

RATE DIFF - CREDIT TO MCLEOD

	Sep-01	Total True-up	Address Code
AZ	(161,963)	(161,963)	100000
CO	(223,270)	(223,270)	200000
ID	(83,862)	(83,862)	300000
MN	(735,710)	(735,710)	M00000
MT	(16,949)	(16,949)	400000
NE	(43,243)	(43,243)	B00000
NM	(80,191)	(80,191)	500000
UT	(234,673)	(234,673)	600000
WA	(134,749)	(134,749)	W00000
TOTAL	(1,714,610)	(1,714,610)	

RATE DIFF - DEBIT TO MCLEOD

IA	330,850	330,850	C00000
ND	35,767	35,767	F00000
OR	5,094	5,094	R00000
SD	63,202	63,202	T00000
WY	20,201	20,201	700000
TOTAL	455,115	455,114	
NET	(1,259,496)	(1,259,496)	

RC: T0CD00000
 EXTC: CY1
 Main Acct: 4010
 Sub Acct: 2199

WIRED _____

Month	9/1/2001
UNE Star	(All)
StateUSOC	(All)
Product	(All)

MCLEOD TRUE UP

State	Usoc	Data					
		Rev	Qty	RslieRate	UNEMRate	UNEMcost	True-up
AZ	1FB	49,553	3,446	14.38	30.80	106,137	56,584
	9PZLC	0	8	0.06	0.00	0	(0)
	9PZLX	753	1,568	0.48	0.00	0	(753)
	9ZR	108,063	13,132	8.23	0.00	0	(108,063)
	A2Y	153	11	13.94	30.80	339	185
	AFD	149	23	6.48	7.75	178	29
	AFK	131,144	9,138	14.35	30.80	281,450	150,307
	B1A1X	19	1	18.96	18.96	19	0
	B1AFX	14	1	13.96	13.96	14	0
	B1APX	19	1	19.01	19.01	19	0
	CLT	1,636	663	2.47	2.46	1,631	(5)
	DTLBX	156,144	12,476	12.52	0.00	0	(156,144)
	E1N	1	1	1.23	0.06	0	(1)
	E3D	332	90	3.69	0.00	0	(332)
	E8C	124	50	2.47	0.00	0	(124)
	EO3	13,350	2,712	4.92	0.00	0	(13,350)
	ES6	7	1	6.97	0.00	0	(7)
	ES7	148	18	8.20	0.00	0	(148)
	ESC	1,734	525	3.30	0.00	0	(1,734)
	ESM	14,240	3,619	3.93	0.00	0	(14,240)
	ESX	4,498	732	6.14	0.00	0	(4,498)
	EVB	367	149	2.46	0.00	0	(367)
	EVHGH	5	2	2.46	0.00	0	(5)
	EVD	4,480	1,372	3.27	0.00	0	(4,480)
	EVDHG	377	115	3.28	0.00	0	(377)
	EVF	4,020	888	4.53	0.00	0	(4,020)
	EVFHG	131	29	4.51	0.00	0	(131)
	EVK	228	24	9.52	0.00	0	(228)
	EVO	9,170	1,402	6.54	0.00	0	(9,170)
	EVOHG	46	7	6.56	0.00	0	(46)
	FAL	181	73	2.47	2.46	180	(1)
	FBJ	126	51	2.47	0.00	0	(126)
	FDJ	561	174	3.22	0.00	0	(561)
	FDJHG	54	16	3.37	0.00	0	(54)
	FVJ	790	175	4.52	0.00	0	(790)
	FVJHG	24	5	4.71	0.00	0	(24)
	HCKPG	22	9	2.46	0.06	1	(22)
	HFB	149	10	14.92	32.78	328	179
	HRLA1	30	1	29.95	29.95	30	0
	HRLA3	25	1	24.56	29.95	30	5
	HRLAM	221	8	27.64	29.95	240	19
	HRLBM	54	1	54.12	60.00	60	6
	HTG	25,742	3,913	6.58	0.06	235	(25,508)
	M1W	15	17	0.90	0.00	0	(15)
	MBB	17,235	1,365	12.63	12.75	17,404	169
	MBJ	77	7	11.00	11.00	77	0
	MBWCD	10	4	2.46	0.00	0	(10)
	MV5	1	1	0.70	0.00	0	(1)
	MVP	79	11	7.18	0.00	0	(79)
	MVP11	512	83	6.17	0.00	0	(512)
	MVPBL	213	32	6.65	0.00	0	(213)
	MVPCF	28	7	3.94	0.00	0	(28)

MVPCW	6	1	6.15	0.00	0	(6)	
MVPSR	7	2	3.69	0.24	0	(7)	
MWW	219	1,046	0.21	0.00	0	(219)	
N6S	27	3	8.98	10.95	33	6	
NCE	26	9	2.87	0.17	2	(24)	
NLT	11	9	1.19	1.19	11	0	
NLUBR	16	1	16.36	1.06	1	(15)	
NLUBT	49	3	16.36	1.06	3	(46)	
NLUY1	88	9	9.80	0.44	4	(84)	
NLUY2	49	5	9.80	0.44	2	(47)	
NMO1A	24	2	11.96	11.96	24	0	
NMO2A	29	1	28.96	28.96	29	0	
NNK	6,576	1,018	6.46	0.44	448	(6,129)	
NPU	220	148	1.49	1.48	219	(1)	
NSD	5,699	924	6.17	0.11	100	(5,599)	
NSK	87	30	2.89	0.20	6	(81)	
NSQ	1,333	542	2.46	0.11	58	(1,275)	
NSS	202	70	2.88	0.31	21	(180)	
NSY	190	51	3.72	0.24	12	(177)	
OC4	14	4	3.42	3.95	16	2	
OVDXX	17	4	4.33	0.00	0	(17)	
OWM	12	3	3.95	0.00	0	(12)	
PGOCL	3,438	73	47.09	30.80	2,248	(1,189)	
PORXX	5,580	12,978	0.43	0.00	0	(5,580)	
RCFVH	203	13	15.58	0.00	0	(203)	
RCFVT	38	2	19.00	0.00	0	(38)	
RCFWT	156	10	15.58	0.00	0	(156)	
REB3X	32	28	1.15	0.00	0	(32)	
REB8X	0	1	0.13	0.00	0	(0)	
RGG1A	117	19	6.18	0.37	7	(110)	
RGG2B	10	2	4.78	0.26	1	(9)	
RNCEP	50	20	2.51	2.46	49	(1)	
RNCSP	34	4	8.50	8.20	33	(1)	
RTVXY	1	8	0.08	0.00	0	(1)	
RTY	460	112	4.11	0.00	0	(460)	
SEA	37	9	4.10	4.10	37	0	
SRG	1	3	0.21	0.25	1	0	
VBS	275	55	5.00	5.00	275	0	
VFN	141	47	3.00	3.00	141	0	
VGT	69	23	3.00	3.00	69	0	
VJMXU	192	16	12.00	12.00	192	0	
VJMXW	40	2	19.95	19.95	40	0	
VMC1X	15	5	3.00	3.00	15	0	
VPH	54	18	3.00	3.00	54	0	
XLL	1	1	1.23	1.50	2	0	
RXB	7,725	200	38.63	30.80	6,160	(1,565)	
RGG2C	4	1	4.31	0.26	0	(4)	
MVPDA	14	4	3.46	0.00	0	(14)	
ER5	6	1	6.15	0.00	0	(6)	
AZ Total	580,646	75,708	7.67	4.83	418,683	(161,963)	
CO	1FA	29	1	29.18	34.00	34	5
	1FB	130,799	4,449	29.40	34.00	151,266	20,467
	1MB	15	1	15.22	34.00	34	19
	1TM	15	1	15.22	34.00	34	19
	9PZLC	5	78	0.06	0.00	0	(5)
	9PZLX	270	483	0.56	0.00	0	(270)
	9ZR	594,982	66,183	8.99	0.00	0	(594,982)
	A2Y	341	22	15.48	34.00	748	407
	AFD	220	39	5.63	7.95	310	90
	AFK	311,225	10,636	29.26	34.00	361,624	50,399
	AFV	6,699	229	29.25	34.00	7,786	1,087

ALM	15	1	15.22	34.00	34	19
B1APX	19	1	19.01	19.01	19	0
CLT	8,624	6,636	1.30	1.30	8,627	2
CUD1X	7,241	904	8.01	0.00	0	(7,241)
CUD2X	9,924	1,239	8.01	0.00	0	(9,924)
CUD3X	361,308	45,107	8.01	0.00	0	(361,308)
D1E1X	2,812	23	122.24	0.00	0	(2,812)
E1N	1	1	1.03	0.06	0	(1)
E3D	536	174	3.08	0.00	0	(536)
E3N	23	110	0.21	0.00	0	(23)
E3P	2	5	0.30	0.00	0	(2)
E8C	201	98	2.05	0.00	0	(201)
EM6	4	1	4.10	4.10	4	0
EO3	10,526	2,566	4.10	0.00	0	(10,526)
ER4	12	2	5.81	0.00	0	(12)
ERB	4	1	4.10	0.00	0	(4)
ERD	3	1	3.08	0.00	0	(3)
ES7	87	11	7.87	0.00	0	(87)
ESC	2,163	697	3.10	0.00	0	(2,163)
ESCPK	3	1	3.08	0.00	0	(3)
ESHC3	1	2	0.26	0.00	0	(1)
ESHC6	0	1	0.26	0.00	0	(0)
ESM	10,515	3,075	3.42	0.00	0	(10,515)
ESX	4,634	905	5.12	0.00	0	(4,634)
EVB	205	100	2.05	0.00	0	(205)
EVBHG	29	14	2.05	0.00	0	(29)
EVD	1,758	729	2.41	0.00	0	(1,758)
EVDHG	424	177	2.40	0.00	0	(424)
EVF	1,790	517	3.46	0.00	0	(1,790)
EVFHG	179	52	3.45	0.00	0	(179)
EVK	196	44	4.45	0.00	0	(196)
EVKHG	15	3	5.13	0.00	0	(15)
EVO	2,767	988	2.80	0.00	0	(2,767)
EVOHG	94	33	2.84	0.00	0	(94)
F5GPG	1,517	18	84.30	0.00	0	(1,517)
FAL	1,021	748	1.36	1.36	1,017	(3)
FBJ	412	200	2.06	0.00	0	(412)
FBJHG	21	10	2.05	0.00	0	(21)
FDJ	2,179	911	2.39	0.00	0	(2,179)
FDJHG	514	214	2.40	0.00	0	(514)
FHGPA	75	1	75.00	75.00	75	0
FHZPA	135	9	15.00	15.00	135	0
FPKXR	218	53	4.11	0.22	11	(206)
FVJ	2,970	866	3.43	0.00	0	(2,970)
FVJHG	299	87	3.44	0.00	0	(299)
HFB	346	10	34.61	34.60	346	(0)
HLA	3	2	1.37	0.09	0	(3)
HRLA1	90	3	29.95	29.95	90	0
HRLA5	30	1	29.95	29.95	30	0
HRLAM	64	2	31.95	29.95	60	(4)
HRLBM	66	1	66.00	60.00	60	(6)
HRLC5	68	1	68.00	61.00	61	(7)
HRLCM	77	1	77.00	70.00	70	(7)
HTG	14,622	5,177	2.82	0.06	311	(14,311)
HYE	910	27	33.72	0.00	0	(910)
HYS	438	13	33.72	0.00	0	(438)
JUF	12	1	11.83	34.00	34	22
LAWPA	(232)	540	(0.43)	0.00	0	232
LBS	4	2	1.90	0.00	0	(4)
M1W	12	16	0.75	0.00	0	(12)
M63	3,882	576	6.74	0.00	0	(3,882)

MBB	28,373	2,229	12.73	12.75	28,420	47
MBH	11	3	3.75	3.75	11	0
MBJ	22	2	11.00	11.00	22	0
MVP11	127	24	5.30	0.00	0	(127)
MVPCF	17	5	3.50	0.00	0	(17)
MWW	242	1,425	0.17	0.00	0	(242)
N6S	25	4	6.36	7.49	30	5
NCE	22	9	2.39	0.17	2	(20)
NLT	58	47	1.23	1.22	57	(0)
NLUBR	14	1	13.65	1.06	1	(13)
NLUY1	41	5	8.17	3.00	15	(26)
NLUY2	16	2	8.17	0.44	1	(15)
NNK	51,002	9,377	5.44	0.44	4,122	(46,880)
NPU	1,111	712	1.56	1.56	1,111	0
NSD	8,470	1,651	5.13	0.11	178	(8,292)
NSK	76	32	2.39	0.20	6	(70)
NSQ	4,242	2,067	2.05	0.11	223	(4,019)
NSS	1,810	756	2.39	0.31	232	(1,578)
NSY	999	324	3.08	0.24	79	(921)
OBK6X	28	4	6.99	6.90	28	(0)
OC4	5	2	2.70	3.95	8	3
OVDXX	31	7	4.40	0.00	0	(31)
OVM1M	4	1	4.16	0.00	0	(4)
PFY	64	794	0.08	0.00	0	(64)
PGOCC	354	14	25.31	34.00	476	122
PGOCL	1,223	27	45.29	34.00	918	(305)
PORXX	27,996	65,111	0.43	0.00	0	(27,996)
R4N	658,399	43,399	15.17	34.00	1,475,566	817,167
R5G	576	38	15.17	34.00	1,292	716
RCA	1,668	89	18.74	15.05	1,339	(329)
RCFVF	2,992	160	18.70	15.05	2,408	(584)
RCFVT	1,056	56	18.86	15.05	843	(213)
RCFWT	214	11	19.49	15.05	166	(49)
REB3X	186	162	1.15	0.00	0	(186)
REB8X	10	75	0.13	0.00	0	(10)
RGG1A	69	13	5.28	0.37	5	(64)
RGG2B	4	1	3.59	0.26	0	(3)
RKY	83,092	5,472	15.18	34.00	186,048	102,956
RNCAF	3	2	1.30	1.90	4	1
RNCEP	12	4	3.00	3.00	12	0
RNCSP	120	14	8.54	6.84	96	(24)
RTVXY	3	48	0.07	0.00	0	(3)
RTY	1,493	436	3.42	0.00	0	(1,493)
SB5	5	1	4.75	6.95	7	2
SEA	131	51	2.57	3.08	157	26
SFJXM	80,412	47,574	1.69	0.00	0	(80,412)
VBS	520	104	5.00	5.00	520	0
VFN	194	65	2.98	3.00	195	1
VFS	4	1	3.50	3.50	4	0
VGT	237	79	3.00	3.00	237	0
VJMXU	216	18	12.00	12.00	216	0
VJMXW	40	2	19.95	19.95	40	0
VMC1X	30	10	3.00	3.00	30	0
VMC2X	18	3	6.00	6.00	18	0
VPH	81	28	2.89	3.00	84	3
X5G	537	35	15.33	34.00	1,190	653
XLL	5	5	1.03	1.03	5	0
ZCB1X	1,902	298	6.38	0.00	0	(1,902)
ZCB2X	1,313	89	14.75	0.00	0	(1,313)
ZCB3X	126	6	21.08	0.00	0	(126)
PGOCA	26	1	26.06	34.00	34	8

CO Total	2,462,544	338,816	7.27	5.75	2,239,274	(223,270)
IA						
1FB	6,053	227	26.66	26.04	5,911	(142)
9PZLC	25	3,583	0.01	0.00	0	(25)
9PZLX	202	367	0.55	0.00	0	(202)
9ZR	626,499	129,981	4.82	0.00	0	(626,499)
AFD	4	1	3.52	6.95	7	3
AFK	6,537	256	25.53	26.04	6,666	130
CLT	37,768	12,470	3.03	2.84	35,415	(2,353)
CUD	454,718	124,769	3.64	0.00	0	(454,718)
D1E1X	30,927	238	129.95	0.00	0	(30,927)
E3D	14	9	1.52	0.00	0	(14)
E3G	0	1	0.45	0.00	0	(0)
E3N	0	1	0.41	0.00	0	(0)
E3P	7	10	0.69	0.00	0	(7)
E6A	2	1	2.32	0.00	0	(2)
E6GUR	2	5	0.45	0.00	0	(2)
E6N	17	18	0.94	0.00	0	(17)
E8C	27	21	1.27	0.00	0	(27)
E9GUR	3	3	0.94	0.00	0	(3)
EO3	18	3	6.00	0.00	0	(18)
ESF	1	1	0.77	0.00	0	(1)
ESHC6	1	1	0.73	0.00	0	(1)
ESM	76	28	2.71	0.00	0	(76)
ESX	36	13	2.78	0.00	0	(36)
EVB	3	2	1.52	0.00	0	(3)
EVD	2	1	2.02	0.00	0	(2)
EVF	3	1	2.78	0.00	0	(3)
EVO	29	10	2.94	0.00	0	(29)
F5GPG	8,476	104	81.50	0.00	0	(8,476)
FAL	5,105	1,524	3.35	3.27	4,983	(122)
FAO	0	1	0.41	0.41	0	0
FBJ	11	5	2.11	0.00	0	(11)
FDJ	4	1	4.00	0.00	0	(4)
FHZPA	288	34	8.46	7.59	258	(30)
FNA	663	219	3.03	3.03	664	1
HCKPG	57	39	1.47	0.06	2	(55)
HLA	3	3	1.01	0.09	0	(3)
HLN	4	5	0.82	0.11	1	(4)
HTG	587	190	3.09	0.06	11	(575)
HYE	1,793	55	32.60	0.00	0	(1,793)
HYS	2,119	65	32.60	0.00	0	(2,119)
KX9	33	15	2.23	0.00	0	(33)
LBN	18	33	0.55	0.00	0	(18)
LBS	6	1	6.00	0.00	0	(6)
M1W	1	1	0.56	0.00	0	(1)
M62	998	136	7.34	0.00	0	(998)
M63	39,903	5,347	7.46	0.00	0	(39,903)
MBB	9,563	750	12.75	12.75	9,563	0
MBH	156	78	1.99	1.90	148	(7)
MBWCD	2	1	1.63	0.00	0	(2)
MHM	418	57	7.34	0.06	3	(415)
MLN	1	1	0.82	0.00	0	(1)
MVP11	6	1	6.00	0.00	0	(6)
MWW	1	10	0.13	0.00	0	(1)
N2W	8	3	2.78	0.01	0	(8)
NCE	5	3	1.77	0.16	0	(5)
NKM	80	41	1.94	0.01	0	(79)
NLT	215	170	1.26	1.27	216	1
NNK	97,820	24,309	4.02	0.03	649	(97,171)
NPU	3,498	1,723	2.03	2.02	3,480	(17)
NSD	2,983	785	3.80	0.01	9	(2,974)

NSK	7	4	1.77	0.23	1	(6)	
NSQ	6,151	3,045	2.02	0.00	2	(6,149)	
NSS	1,131	639	1.77	0.02	13	(1,118)	
NSY	1,224	537	2.28	1.77	950	(274)	
OBK6X	14	2	7.22	0.00	0	(14)	
OVDXX	17	4	4.30	4.30	17	0	
PFY	494	6,168	0.08	0.00	0	(494)	
PGJA7	(92)	19	(4.82)	0.00	0	92	
PGSA7	92	19	4.82	0.00	0	(92)	
PORXX	54,498	126,741	0.43	0.00	0	(54,498)	
R4H	1,599,364	125,021	12.79	26.04	3,255,547	1,656,183	
R4N	300	15	20.00	26.04	391	91	
R5S	26	2	12.87	26.04	52	26	
RCA	1,100	98	11.23	10.94	1,072	(28)	
RCF	4,894	359	13.63	13.94	5,004	111	
REB3X	6	5	1.15	0.00	0	(6)	
RGG1A	4	1	3.77	0.07	0	(4)	
RHN	4,019	309	13.01	26.04	8,046	4,027	
RUB	555	25	22.20	26.04	651	96	
SRG	23	15	1.52	1.52	23	0	
VBS	320	64	5.00	5.00	320	0	
VFN	63	21	3.00	3.00	63	0	
VGX	120	40	3.00	3.00	120	0	
VJMXU	108	9	12.00	12.00	108	0	
VMC2X	12	2	6.00	6.00	12	0	
VPH	36	12	3.00	3.00	36	0	
X5G	33	2	16.30	26.04	52	19	
X5S	1,883	176	10.70	26.04	4,583	2,700	
XLL	3,207	1,054	3.04	3.04	3,204	(3)	
IA Total	3,017,406	572,139	5.27	3.73	3,348,256	330,850	
ID	1FB	84,830	3,203	26.48	33.15	106,179	21,349
	1FL	226	8	28.22	33.15	265	39
	9PZLC	0	5	0.06	0.00	0	(0)
	9PZLX	95	172	0.55	0.00	0	(95)
	9ZR	77,877	10,135	7.68	0.00	0	(77,877)
	A2Y	110	8	13.73	33.15	265	155
	AFD	55	8	6.91	8.45	68	12
	AFK	183,039	6,928	26.42	33.15	229,663	46,624
	AFV	4,188	158	26.51	33.15	5,238	1,050
	ALM	14	1	14.31	33.15	33	19
	B1A1X	19	1	18.96	18.96	19	0
	CLT	4,495	914	4.92	4.91	4,488	(8)
	E3D	335	75	4.47	0.00	0	(335)
	E8C	115	32	3.58	0.00	0	(115)
	EO3	10,230	2,082	4.91	0.00	0	(10,230)
	ER4	8	1	8.15	0.00	0	(8)
	ERD	7	2	3.68	0.00	0	(7)
	ES7	69	7	9.81	0.00	0	(69)
	ESC	2,287	511	4.48	0.00	0	(2,287)
	ESCPK	31	7	4.47	0.00	0	(31)
	ESM	13,514	3,003	4.50	0.00	0	(13,514)
	ESX	2,702	442	6.11	0.00	0	(2,702)
	EVB	176	72	2.45	0.00	0	(176)
	EVBHG	10	4	2.59	0.00	0	(10)
	EVD	606	187	3.24	0.00	0	(606)
	EVDHG	223	68	3.28	0.00	0	(223)
	EVF	824	183	4.50	0.00	0	(824)
	EVFHG	122	27	4.50	0.00	0	(122)
	EVK	78	10	7.77	0.00	0	(78)
	EVO	3,065	469	6.54	0.00	0	(3,065)
	EVOHG	118	18	6.54	0.00	0	(118)

FAL	769	158	4.87	4.86	768	(1)
FBJ	155	63	2.46	0.00	0	(155)
FBJHG	5	2	2.45	0.00	0	(5)
FDJ	1,021	312	3.27	0.00	0	(1,021)
FDJHG	258	79	3.27	0.00	0	(258)
FHGPA	75	1	75.00	75.00	75	0
FHZPA	75	5	15.00	15.00	75	0
FPKXR	38	10	3.76	0.22	2	(35)
FVJ	1,195	265	4.51	0.00	0	(1,195)
FVJHG	171	38	4.50	0.00	0	(171)
HCKPG	20	8	2.45	0.06	0	(19)
HFB	263	9	29.22	32.47	292	29
HRLA3	30	1	29.95	29.95	30	0
HRLAM	192	6	31.95	29.95	180	(12)
HRLBM	66	1	66.00	60.00	60	(6)
HTG	21,311	3,249	6.56	0.06	195	(21,116)
LBS	6	1	6.35	0.00	0	(6)
LMB	166	10	16.55	33.15	332	166
M1W	7	8	0.90	0.00	0	(7)
M4H	55	1	55.00	55.00	55	0
MBB	873	70	12.46	12.75	893	20
MBH	11	3	3.75	3.75	11	0
MVP11	64	12	5.36	0.00	0	(64)
MVPBL	10	3	3.27	0.00	0	(10)
MVPCD	2	1	2.04	0.00	0	(2)
MVPCF	3	1	3.27	0.00	0	(3)
MVPCU	1	1	0.82	0.00	0	(1)
MVPCW	5	1	4.50	0.00	0	(5)
MWW	96	478	0.20	0.00	0	(96)
N6S	9	1	8.95	8.95	9	0
NCE	6	3	1.91	0.17	1	(5)
NLT	8	13	0.61	0.61	8	0
NLUBR	16	1	16.31	1.06	1	(15)
NLUY1	49	5	9.77	3.00	15	(34)
NLUY2	10	1	9.77	0.44	0	(9)
NMO1A	36	3	11.96	11.96	36	0
NNK	8,400	1,297	6.48	0.44	570	(7,830)
NPU	97	95	1.02	1.05	100	3
NSD	3,194	521	6.13	0.11	56	(3,138)
NSK	17	6	2.86	0.20	1	(16)
NSQ	902	245	3.68	0.11	26	(875)
NSS	220	77	2.86	0.31	24	(197)
NSY	162	44	3.68	0.24	11	(151)
OVDXX	5	1	4.67	5.00	5	0
PGOCL	443	23	19.24	33.15	762	320
PORXX	4,450	10,350	0.43	0.00	0	(4,450)
REB3X	71	62	1.15	0.00	0	(71)
RGG1A	94	15	6.27	0.37	6	(89)
RGG1B	6	1	6.09	0.37	0	(6)
RGG2B	28	6	4.61	0.26	2	(26)
RTVXY	3	37	0.08	0.00	0	(3)
RTY	54	66	0.82	0.00	0	(54)
SEA	123	24	5.14	4.80	115	(8)
SRG	0	1	0.25	0.25	0	0
VBS	10	2	5.00	5.00	10	0
VFN	6	2	3.00	3.00	6	0
VGT	12	4	3.00	3.00	12	0
VPH	3	1	3.00	3.00	3	0
RXB	44	2	22.05	33.15	66	22
RGG2C	4	1	4.29	0.26	0	(4)
MVPDA	4	2	2.04	0.00	0	(4)

	NL1	10	1	9.81	9.81	10	0
ID Total		434,904	46,451	9.36	7.00	351,041	(83,862)
MN	1DT	1,320,227	50,096	26.35	0.00	0	(1,320,227)
	1FB	44,299	1,358	32.62	27.00	36,666	(7,633)
	1TM	20	1	19.73	27.00	27	7
	9PZLC	5	463	0.01	0.00	0	(5)
	9PZLX	130	248	0.53	0.00	0	(130)
	9ZR	18,929	3,872	4.89	0.00	0	(18,929)
	AR5	80	97	0.82	0.00	0	(80)
	AR9	1,184	79	14.99	0.00	0	(1,184)
	ARH	1,454	97	14.99	0.00	0	(1,454)
	ART	9,757	79	123.51	0.00	0	(9,757)
	B1A1X	19	1	18.96	18.96	19	0
	BGMAL	305	372	0.82	0.00	0	(305)
	BGMFL	305	148	2.06	0.00	0	(305)
	BRT	254	310	0.82	0.00	0	(254)
	C2U	372,506	52,473	7.10	0.00	0	(372,506)
	CLT	6,125	6,107	1.00	0.97	5,924	(201)
	CM9O1	2,742	74	37.05	0.00	0	(2,742)
	CM9O3	1,149	31	37.05	0.00	0	(1,149)
	CMT	325	792	0.41	0.00	0	(325)
	CPVBA	31,686	51,112	0.62	0.00	0	(31,686)
	CZBPS	140	68	2.06	0.00	0	(140)
	D1E1X	6,776	39	173.74	0.00	0	(6,776)
	DRR	3,267	104	31.41	0.00	0	(3,267)
	E1N	2	1	1.65	0.06	0	(2)
	E3D	1,542	1,981	0.78	0.00	0	(1,542)
	E3N	183	919	0.20	0.00	0	(183)
	E3P	212	1,444	0.15	0.00	0	(212)
	E6A	942	1,270	0.74	0.00	0	(942)
	E6C	0	1	0.38	0.00	0	(0)
	E6D	2	15	0.10	0.00	0	(2)
	E6N	4,639	7,768	0.60	0.00	0	(4,639)
	E8C	40	16	2.47	0.00	0	(40)
	EAB	4	9	0.49	0.00	0	(4)
	EAJBE	58	32	1.81	0.00	0	(58)
	EAPRR	2,351	3,499	0.67	0.00	0	(2,351)
	EAT	30,366	16,479	1.84	0.00	0	(30,366)
	EC8	3,375	139	24.28	27.00	3,753	378
	EEA	206,002	49,995	4.12	27.00	1,349,865	1,143,863
	EEF	36	22	1.65	27.00	594	558
	EMC	618	31	19.93	0.00	0	(618)
	EML	980	140	7.00	0.00	0	(980)
	EO3	165	40	4.12	0.00	0	(165)
	ER4	5	1	5.35	0.00	0	(5)
	ES7	12	2	6.18	0.00	0	(12)
	ESC	37	10	3.71	0.00	0	(37)
	ESF	11	14	0.76	0.00	0	(11)
	ESHC3	3,330	1,415	2.35	0.00	0	(3,330)
	ESHC6	830	1,106	0.75	0.00	0	(830)
	ESHT3	12	5	2.47	0.00	0	(12)
	ESHT6	1	1	0.82	0.00	0	(1)
	ESM	682	180	3.79	0.00	0	(682)
	ESS	4,694	76	61.76	0.00	0	(4,694)
	ESX	7,556	7,887	0.96	0.00	0	(7,556)
	ESZ	2	2	0.82	0.00	0	(2)
	EVB	25	10	2.47	0.00	0	(25)
	EVD	72	29	2.47	0.00	0	(72)
	EVF	69	19	3.61	0.00	0	(69)
	EVFHG	7	2	3.31	0.00	0	(7)
	EVO	86	26	3.29	0.00	0	(86)

EWS	584	71	8.23	0.00	0	(584)	
EXM	43,835	2,943	14.89	27.00	79,461	35,626	
FAL	3,739	1,557	2.40	2.32	3,612	(127)	
FBJ	7	3	2.47	0.00	0	(7)	
FDJ	42	17	2.47	0.00	0	(42)	
FDJHG	5	2	2.47	0.00	0	(5)	
FHGPA	62	1	61.76	61.76	62	0	
FNA	74	101	0.73	0.68	69	(5)	
FVJ	74	20	3.71	0.00	0	(74)	
FVJHG	12	3	4.12	0.00	0	(12)	
HCKPG	77	31	2.47	0.06	2	(75)	
HLA	4	2	1.83	0.09	0	(3)	
HTG	1,268	385	3.29	0.06	23	(1,245)	
LMB	70	4	17.55	27.00	108	38	
M1W	6	7	0.91	0.00	0	(6)	
M4H	45	1	45.29	45.29	45	0	
M63	12,630	959	13.17	0.00	0	(12,630)	
MBB	23,751	1,903	12.48	12.75	24,263	512	
MV5	1	2	0.70	0.00	0	(1)	
MVP11	13	3	4.41	0.00	0	(13)	
MVP14	12	4	2.88	0.00	0	(12)	
MVP6C	4	1	4.12	0.00	0	(4)	
MVPCF	4	1	4.00	0.00	0	(4)	
MWW	359	1,812	0.20	0.00	0	(359)	
N2W	8	2	3.83	0.11	0	(7)	
NLRXW	1	1	0.82	0.00	0	(1)	
NLT	30	32	0.95	0.90	29	(2)	
NNK	29,251	5,005	5.84	0.44	2,200	(27,051)	
NPU	1,035	512	2.02	1.92	983	(52)	
NSD	3,918	719	5.45	0.11	77	(3,841)	
NSK	29	10	2.88	0.20	2	(27)	
NSQ	5,465	1,862	2.93	0.11	201	(5,264)	
NSS	1,843	735	2.51	0.31	226	(1,618)	
NSY	939	279	3.36	0.24	68	(871)	
OVDXX	4	1	4.12	0.00	0	(4)	
PFY	5	67	0.07	0.00	0	(5)	
PGJA7	(268,495)	54,907	(4.89)	0.00	0	268,495	
PGOCL	220	4	54.95	27.00	108	(112)	
PGSA7	268,520	54,912	4.89	0.00	0	(268,520)	
PORXX	23,702	55,125	0.43	0.00	0	(23,702)	
RCA	2,771	210	13.20	12.63	2,652	(119)	
RCF	5,569	419	13.29	12.75	5,342	(227)	
RGG1A	6	1	6.13	0.45	0	(6)	
SAK	357	482	0.74	0.71	342	(14)	
VBS	520	104	5.00	5.00	520	0	
VFN	258	87	2.97	3.00	261	3	
VGT	260	107	2.43	3.00	321	61	
VJMXU	204	17	12.00	12.00	204	0	
VJMXW	80	4	19.95	19.95	80	0	
VMC1X	18	6	3.00	3.00	18	0	
VMC2X	18	3	6.00	6.00	18	0	
VPH	90	30	3.00	3.00	90	0	
XLL	377	390	0.97	0.93	363	(14)	
MN Total	2,254,309	448,473	5.03	2.71	1,518,599	(735,710)	
MT	1FB	17,742	630	28.16	34.95	22,019	4,277
	9PZLX	723	1,564	0.46	0.00	0	(723)
	9ZR	13,612	1,480	9.20	0.00	0	(13,612)
	A2Y	16	1	16.40	34.95	35	19
	AFK	26,863	950	28.28	34.95	33,203	6,339
	AFV	340	12	28.31	34.95	419	80
	ALM	16	1	16.26	34.95	35	19

CLT	342	166	2.06	2.05	340	(1)	
E3D	20	16	1.23	0.00	0	(20)	
E8C	28	34	0.82	0.00	0	(28)	
EO3	1,021	209	4.89	0.00	0	(1,021)	
ES7	6	1	5.53	0.00	0	(6)	
ESC	207	64	3.23	0.00	0	(207)	
ESM	1,206	295	4.09	0.00	0	(1,206)	
ESX	492	121	4.07	0.00	0	(492)	
EVB	20	24	0.83	0.00	0	(20)	
EVD	221	135	1.64	0.00	0	(221)	
EVF	251	123	2.04	0.00	0	(251)	
EVK	140	18	7.78	0.00	0	(140)	
EVO	1,356	207	6.55	0.00	0	(1,356)	
FAL	25	11	2.30	2.50	28	2	
FDJ	20	12	1.64	0.00	0	(20)	
FDJ	41	20	2.05	0.00	0	(41)	
HTG	2,346	353	6.65	0.06	21	(2,325)	
LMB	16	1	16.26	34.95	35	19	
M1W	1	1	0.90	0.00	0	(1)	
MBB	1,944	154	12.62	12.75	1,964	20	
MBJ	11	1	11.00	11.00	11	0	
MVP	5	1	4.91	0.00	0	(5)	
MVP11	34	7	4.91	0.00	0	(34)	
MVPBL	10	2	4.91	0.00	0	(10)	
MVPCF	2	1	2.46	0.00	0	(2)	
MWW	22	109	0.20	0.00	0	(22)	
NCE	3	1	2.87	0.17	0	(3)	
NLT	1	1	1.23	1.50	2	0	
NLUY2	10	1	9.79	0.44	0	(9)	
NNK	1,575	244	6.46	0.44	107	(1,468)	
NPU	53	21	2.51	2.46	52	(1)	
NSD	190	31	6.14	0.11	3	(187)	
NSK	9	3	2.87	0.20	1	(8)	
NSQ	209	85	2.46	0.11	9	(200)	
NSS	46	16	2.87	0.31	5	(41)	
NSY	33	9	3.69	0.24	2	(31)	
PGOCL	90	2	45.00	34.95	70	(20)	
PGOCM	245	6	40.91	34.95	210	(36)	
PORXX	694	1,614	0.43	0.00	0	(694)	
RCA	71	3	23.62	0.00	0	(71)	
RCFVH	24	1	23.62	0.00	0	(24)	
REB3X	13	11	1.15	0.00	0	(13)	
RNCAF	10	5	2.05	2.50	13	2	
RTY	115	28	4.10	0.00	0	(115)	
VBS	70	14	5.00	5.00	70	0	
VFN	3	1	3.00	3.00	3	0	
VGT	21	7	3.00	3.00	21	0	
VMC2X	6	1	6.00	6.00	6	0	
VPH	3	1	3.00	3.00	3	0	
ZNB	3,042	1,513	2.01	0.00	0	(3,042)	
MT Total	75,634	10,343	7.31	5.48	58,685	(16,949)	
ND	1DT	26,640	1,011	26.35	0.00	0	(26,640)
	1FB	1,583	50	31.65	28.30	1,415	(168)
	9PZLC	2	3,235	0.00	0.00	0	(2)
	9PZLX	27	48	0.56	0.00	0	(27)
	9ZR	188,215	22,119	8.51	0.00	0	(188,215)
	AR5	21	25	0.82	0.00	0	(21)
	AR9	120	8	14.99	0.00	0	(120)
	ARH	120	8	14.99	0.00	0	(120)
	ART	247	2	123.51	0.00	0	(247)
	C2U	7,411	1,038	7.14	0.00	0	(7,411)

CLT	12,190	2,561	4.76	4.71	12,062	(128)
CM9O1	37	1	37.05	0.00	0	(37)
CM9O3	74	2	37.05	0.00	0	(74)
CMT	20	48	0.41	0.00	0	(20)
CPVBA	627	1,012	0.62	0.00	0	(627)
CUD	68,670	21,663	3.17	0.00	0	(68,670)
D1E1X	3,434	23	149.31	0.00	0	(3,434)
DRR	63	2	31.41	0.00	0	(63)
E3D	26	16	1.60	0.00	0	(26)
E3N	2	12	0.19	0.00	0	(2)
E3P	2	14	0.15	0.00	0	(2)
E6A	9	12	0.75	0.00	0	(9)
E6N	32	89	0.36	0.00	0	(32)
EAJEX	20	13	1.53	1.54	20	0
EAPRR	57	108	0.52	0.00	0	(57)
EAT	602	280	2.15	0.00	0	(602)
EC8	126	9	13.98	28.30	255	129
EEA	4,075	989	4.12	28.30	27,989	23,914
EH6	37	7	5.24	0.06	0	(36)
ESHC3	37	17	2.17	0.00	0	(37)
ESHC6	10	13	0.76	0.00	0	(10)
ESM	18	4	4.60	0.00	0	(18)
ESS	62	1	61.76	0.00	0	(62)
ESX	147	140	1.05	0.00	0	(147)
EVD	2	1	2.47	0.00	0	(2)
EVF	9	2	4.37	0.00	0	(9)
EVO	10	2	5.21	0.00	0	(10)
EWS	8	1	8.23	0.00	0	(8)
EXM	731	51	14.33	28.30	1,443	712
F5GPG	839	10	83.85	0.00	0	(839)
FAL	852	173	4.92	4.88	844	(7)
FNA	318	65	4.89	4.85	315	(3)
FVJ	6	1	5.50	0.00	0	(6)
HTG	22	3	7.48	0.06	0	(22)
HYE	235	7	33.54	0.00	0	(235)
HYS	168	5	33.54	0.00	0	(168)
KX9	1	1	0.71	0.00	0	(1)
M1W	1	1	0.92	0.00	0	(1)
M63	4,507	552	8.16	0.00	0	(4,507)
MBB	4,565	360	12.68	12.75	4,590	26
MBJ	11	1	11.00	11.00	11	0
MV5	1	1	0.71	0.00	0	(1)
MWW	14	66	0.21	0.00	0	(14)
N2W	5	1	4.61	0.11	0	(5)
NLT	14	17	0.82	0.80	14	(0)
NNK	33,029	4,961	6.66	0.44	2,181	(30,848)
NPU	451	268	1.68	1.69	453	2
NSD	792	126	6.29	0.11	14	(778)
NSK	3	1	2.93	0.20	0	(3)
NSQ	3,748	1,006	3.73	0.11	109	(3,639)
NSS	1,435	491	2.92	0.31	151	(1,284)
NSY	494	131	3.77	0.24	32	(462)
PFY	109	1,361	0.08	0.00	0	(109)
PGJA7	(5,274)	1,077	(4.90)	0.00	0	5,274
PGSA7	5,274	1,077	4.90	0.00	0	(5,274)
PORXX	9,826	22,850	0.43	0.00	0	(9,826)
R4H	253,347	21,661	11.70	28.30	613,006	359,660
R4N	420	21	20.00	28.30	594	174
R5G	50	3	16.77	28.30	85	35
R5S	540	47	11.50	28.30	1,330	790
RCA	59	4	14.65	14.50	58	(1)

	RCF	760	56	13.57	13.60	762	2
	REB3X	1	1	1.15	0.00	0	(1)
	RKY	17	1	16.77	28.30	28	12
	RNCSP	34	4	8.39	0.00	0	(34)
	SAK	7	10	0.74	0.76	8	0
	VBS	110	22	5.00	5.00	110	0
	VFN	63	21	3.00	3.00	63	0
	VGT	26	9	2.94	3.00	27	1
	VPH	15	5	3.00	3.00	15	0
	X5G	168	10	16.77	28.30	283	115
	X5S	129	11	11.74	28.30	311	182
	XLL	1,011	197	5.13	4.60	906	(105)
ND Total		633,717	111,333	5.69	4.67	669,484	35,767
NE	1FB	165,086	5,830	28.32	35.95	209,589	44,503
	1TM	60	4	14.91	35.95	144	84
	9PZLC	0	4	0.06	0.00	0	(0)
	9PZLX	78	143	0.54	0.00	0	(78)
	9ZR	39,276	5,915	6.64	0.00	0	(39,276)
	AFD	26	4	6.42	7.95	32	6
	ATF	7	1	7.23	7.95	8	1
	B1A1X	38	2	18.96	18.96	38	0
	CLT	1,616	333	4.85	4.85	1,615	(1)
	D1E1X	145	1	145.00	0.00	0	(145)
	E3D	172	53	3.24	0.00	0	(172)
	E3P	1	2	0.61	0.00	0	(1)
	E8C	89	44	2.02	0.00	0	(89)
	EAJBE	51	35	1.46	1.46	51	0
	EO3	5,964	1,231	4.84	0.00	0	(5,964)
	ESC	945	290	3.26	0.00	0	(945)
	ESM	5,469	1,357	4.03	0.00	0	(5,469)
	ESX	1,225	277	4.42	0.00	0	(1,225)
	EVB	177	73	2.42	0.00	0	(177)
	EVBHG	7	3	2.42	0.00	0	(7)
	EVD	875	271	3.23	0.00	0	(875)
	EVDHG	48	15	3.23	0.00	0	(48)
	EVF	684	154	4.44	0.00	0	(684)
	EVFHG	27	6	4.44	0.00	0	(27)
	EVK	24	3	8.04	0.00	0	(24)
	EVKHG	16	2	8.04	0.00	0	(16)
	EVO	2,322	340	6.83	0.00	0	(2,322)
	EVOHG	14	2	6.83	0.00	0	(14)
	FAL	207	48	4.30	4.85	233	26
	FBJ	77	32	2.42	0.00	0	(77)
	FBJHG	3	1	3.00	0.00	0	(3)
	FDJ	1,353	419	3.23	0.00	0	(1,353)
	FDJHG	139	43	3.23	0.00	0	(139)
	FHGPA	75	1	75.00	75.00	75	0
	FNA	15	3	4.85	4.85	15	0
	FVJ	1,234	278	4.44	0.00	0	(1,234)
	FVJHG	75	17	4.44	0.00	0	(75)
	GEXAX	12	3	3.95	3.95	12	0
	HLA	6	4	1.62	0.09	0	(6)
	HLAM	32	1	31.95	29.95	30	(2)
	HTG	17,908	2,615	6.85	0.06	157	(17,751)
	KX9	75	129	0.58	0.00	0	(75)
	LMB	587	29	20.23	35.95	1,043	456
	M1W	1	1	0.89	0.00	0	(1)
	M4H	55	1	55.00	55.00	55	0
	MBB	62	5	12.35	12.75	64	2
	MVP11	254	44	5.78	0.00	0	(254)
	MVP14	15	3	5.16	0.00	0	(15)

MVPBC	47	9	5.27	0.00	0	(47)	
MVPCF	33	9	3.68	0.00	0	(33)	
MVPCU	6	7	0.87	0.00	0	(6)	
MWW	94	471	0.20	0.00	0	(94)	
N2W	36	8	4.44	0.11	1	(35)	
NCE	3	1	2.83	0.17	0	(3)	
NKM	49	30	1.62	0.36	11	(38)	
NLRXR	1	1	1.41	0.00	0	(1)	
NLT	18	9	2.02	2.02	18	0	
NLUBR	32	2	16.12	1.06	2	(30)	
NLUBT	16	1	16.12	1.06	1	(15)	
NLUY1	10	1	9.66	3.00	3	(7)	
NLUY2	10	1	9.66	0.44	0	(9)	
NNK	4,053	635	6.38	0.44	279	(3,773)	
NPU	175	71	2.47	2.46	175	(1)	
NSD	2,012	332	6.06	0.11	36	(1,976)	
NSK	43	15	2.87	0.20	3	(40)	
NSQ	663	205	3.23	0.11	22	(641)	
NSS	74	26	2.86	0.31	8	(66)	
NSY	103	28	3.67	0.24	7	(96)	
OBK6X	10	1	10.43	10.43	10	0	
OC4	6	2	3.19	3.95	8	2	
PGOCL	1,263	28	45.11	35.95	1,007	(257)	
PORXX	2,562	5,963	0.43	0.00	0	(2,562)	
RCF	13	1	13.07	13.07	13	0	
REB3X	1	5	0.23	0.00	0	(1)	
RGG1A	24	4	6.02	0.30	1	(23)	
RTVXC	13	8	1.62	0.00	0	(13)	
RTVXY	0	1	0.08	0.00	0	(0)	
SB5	13	2	6.29	6.95	14	1	
SFO	259	7	37.00	35.95	252	(7)	
SRG	31	13	2.42	2.42	31	0	
VBS	5	1	5.00	5.00	5	0	
VGT	15	5	3.00	3.00	15	0	
VPH	3	1	3.00	3.00	3	0	
XLL	221	45	4.90	4.88	220	(1)	
RTVX9	2	1	1.62	0.00	0	(2)	
NE Total	258,547	28,022	9.23	4.32	215,304	(43,243)	
NM	1FB	32,653	1,112	29.36	27.15	30,191	(2,463)
	9PZLX	44	78	0.56	0.00	0	(44)
	9ZR	37,766	4,106	9.20	0.00	0	(37,766)
	A2Y	71	4	17.66	27.15	109	38
	AFD	54	8	6.75	7.95	64	10
	AFK	80,501	2,743	29.35	27.15	74,472	(6,028)
	AFV	627	17	36.90	27.15	462	(166)
	ALM	43	2	21.30	27.15	54	12
	ATF	8	1	7.60	7.95	8	0
	CLT	695	327	2.12	2.12	693	(2)
	E3D	65	19	3.40	0.00	0	(65)
	E8C	68	25	2.72	0.00	0	(68)
	EO3	3,332	653	5.10	0.00	0	(3,332)
	ER4	6	1	6.37	0.00	0	(6)
	ES7	29	3	9.60	0.00	0	(29)
	ESC	529	153	3.45	0.00	0	(529)
	ESM	3,547	832	4.26	0.00	0	(3,547)
	ESX	1,280	193	6.63	0.00	0	(1,280)
	EVB	258	101	2.55	0.00	0	(258)
	EVBHG	18	7	2.55	0.00	0	(18)
	EVD	1,170	344	3.40	0.00	0	(1,170)
	EVDHG	398	117	3.40	0.00	0	(398)
	EVF	1,392	298	4.67	0.00	0	(1,392)

EVFHG	229	49	4.67	0.00	0	(229)	
FAL	74	35	2.11	0.00	0	(74)	
FBJ	51	20	2.57	0.00	0	(51)	
FBJHG	3	1	2.55	0.00	0	(3)	
FDJ	112	33	3.40	0.00	0	(112)	
FDJHG	61	18	3.40	0.00	0	(61)	
FVJ	126	27	4.67	0.00	0	(126)	
FVJHG	23	5	4.67	0.00	0	(23)	
HCKPG	15	6	2.55	0.06	0	(15)	
HFB	34	1	34.37	0.00	0	(34)	
HRLA1	30	1	29.95	29.95	30	0	
HRLBM	122	2	61.04	60.00	120	(2)	
HTG	11,713	1,722	6.80	0.06	103	(11,610)	
LMB	27	2	13.40	27.15	54	28	
M1W	2	2	0.93	0.00	0	(2)	
MBB	5,761	454	12.69	12.75	5,789	28	
MBJ	22	2	11.00	11.00	22	0	
MVP	10	2	5.10	0.00	0	(10)	
MVP11	56	11	5.10	0.00	0	(56)	
MVPBL	10	4	2.55	0.00	0	(10)	
MVPCW	3	1	2.55	0.00	0	(3)	
MWW	72	349	0.21	0.00	0	(72)	
N6S	9	1	9.30	9.30	9	0	
NCE	3	1	2.97	0.17	0	(3)	
NLT	9	7	1.27	1.27	9	0	
NLUY1	10	1	10.15	3.00	3	(7)	
NNK	2,499	372	6.72	0.44	164	(2,335)	
NPU	90	35	2.56	2.55	89	(0)	
NSD	994	156	6.37	0.11	17	(977)	
NSK	18	6	2.97	0.20	1	(17)	
NSQ	246	94	2.62	0.11	10	(236)	
NSS	62	21	2.97	0.31	6	(56)	
NSY	39	10	3.89	0.24	2	(36)	
OC4	3	1	3.36	3.95	4	1	
PGOCL	297	6	49.44	27.15	163	(134)	
PGOCM	170	4	42.43	27.15	109	(61)	
PORXX	1,688	3,926	0.43	0.00	0	(1,688)	
RTVXY	0	5	0.08	0.00	0	(0)	
RTY	398	134	2.97	0.00	0	(398)	
SEA	27	6	4.50	4.23	25	(2)	
VBS	111	23	4.83	5.00	115	4	
VFN	33	11	3.00	3.00	33	0	
VGT	30	10	3.00	3.00	30	0	
VJMXU	36	3	12.00	12.00	36	0	
VPH	18	6	3.00	3.00	18	0	
XLL	1	1	1.27	0.00	0	(1)	
ZNB	3,306	2,867	1.15	0.00	0	(3,306)	
NM Total	193,206	21,598	8.95	5.22	113,015	(80,191)	
OR	1FB	104,808	5,063	20.70	26.90	136,195	31,387
	1FL	43,398	2,103	20.64	26.90	56,571	13,172
	9PZLX	51	91	0.56	0.00	0	(51)
	9ZR	58,481	7,029	8.32	0.00	0	(58,481)
	A2W	84	6	14.04	26.90	161	77
	A2Y	253	18	14.04	26.90	484	231
	AFD	45	9	5.03	6.45	58	13
	CLT	570	395	1.44	1.44	569	(1)
	E1N	2	2	0.78	0.06	0	(1)
	EO3	8,096	1,730	4.68	0.00	0	(8,096)
	ESC	543	202	2.69	0.00	0	(543)
	ESF	207	76	2.73	0.00	0	(207)
	ESL	337	144	2.34	0.00	0	(337)

ESM	4,375	1,558	2.81	0.00	0	(4,375)
ESX	1,402	507	2.76	0.00	0	(1,402)
EV2	3	1	2.73	0.00	0	(3)
EVB	62	80	0.78	0.00	0	(62)
EVBHG	1	1	0.78	0.00	0	(1)
EVD	931	597	1.56	0.00	0	(931)
EVF	722	370	1.95	0.00	0	(722)
EVFHG	23	12	1.95	0.00	0	(23)
EVK	16	6	2.73	0.00	0	(16)
EVO	204	192	1.06	0.00	0	(204)
FAL	22	18	1.24	1.44	26	4
FBJ	26	33	0.78	0.00	0	(26)
FDJ	250	160	1.56	0.00	0	(250)
FDJHG	2	1	2.00	0.00	0	(2)
FVJ	220	113	1.95	0.00	0	(220)
FVJHG	3	1	2.50	0.00	0	(3)
HFB	26	1	26.40	0.00	0	(26)
HLA	2	1	1.56	0.09	0	(1)
HRLA3	30	1	29.95	29.95	30	0
HSO	2,400	2,264	1.06	0.06	136	(2,265)
JBG	866	35	24.74	26.90	942	76
JBH	432	21	20.59	26.90	565	133
LMB	14	1	14.04	26.90	27	13
LML	42	3	14.04	26.90	81	39
M1W	9	11	0.86	0.00	0	(9)
MBB	7,895	622	12.69	12.75	7,931	36
MBJ	33	3	11.00	11.00	33	0
MVP11	223	50	4.45	0.00	0	(223)
MVPCF	26	25	1.05	0.00	0	(26)
MVPCW	3	1	2.77	0.00	0	(3)
MWW	83	416	0.20	0.00	0	(83)
NLT	3	7	0.39	0.50	4	1
NLUY1	37	4	9.32	3.00	12	(25)
NLUY2	9	1	9.32	0.44	0	(9)
NNK	3,788	613	6.18	0.44	269	(3,519)
NPU	45	76	0.59	0.59	45	(0)
NSD	679	116	5.85	0.11	12	(666)
NSQ	636	272	2.34	0.11	29	(607)
NSS	52	19	2.73	0.31	6	(46)
NSY	95	27	3.51	0.24	7	(88)
OBK6X	16	2	8.01	8.01	16	0
OC4	3	1	3.08	3.95	4	1
PGOCL	214	5	42.86	26.90	135	(80)
PGOCM	78	2	38.96	26.90	54	(24)
PORXX	3,092	7,192	0.43	0.00	0	(3,092)
RAJC2	(30,456)	5,136	(5.93)	0.00	0	30,456
RAJC3	(16,226)	2,429	(6.68)	0.00	0	16,226
RAJC5	(26)	14	(1.85)	0.00	0	26
RGG1A	46	8	5.81	0.37	3	(44)
RGG1C	12	2	5.81	0.37	1	(11)
RGG2A	4	1	4.10	0.26	0	(4)
RGG2B	4	1	4.10	0.26	0	(4)
RGG3B	4	1	4.10	0.26	0	(4)
RTVXY	2	22	0.08	0.00	0	(2)
RTY	131	84	1.56	0.00	0	(131)
SB5	5	1	5.42	6.95	7	2
SCFBT	38	472	0.08	0.00	0	(38)
SEA	14	9	1.56	1.56	14	0
SEQ1X	153	34	4.49	3.51	119	(33)
TBX	27,855	7,448	3.74	3.77	28,079	224
VBS	155	31	5.00	5.00	155	0

	VFN	51	17	3.00	3.00	51	0
	VGT	27	9	3.00	3.00	27	0
	VJMXU	36	3	12.00	12.00	36	0
	VJMXW	20	1	19.95	19.95	20	0
	VMC2X	6	1	6.00	6.00	6	0
	VPH	51	17	3.00	3.00	51	0
	XLL	143	99	1.44	1.45	144	1
OR Total		228,019	48,150	4.74	4.49	233,113	5,094
SD	JUL	10	2	4.80	4.80	10	0
	1FB	1,484	41	36.19	29.45	1,207	(276)
	9PZLC	2	2,501	0.00	0.00	0	(2)
	9PZLX	26	46	0.56	0.00	0	(26)
	9ZR	130,161	16,666	7.81	0.00	0	(130,161)
	CLT	9,182	1,811	5.07	5.07	9,182	0
	CUD	66,763	16,319	4.09	0.00	0	(66,763)
	D1E1X	3,377	20	168.85	0.00	0	(3,377)
	E3D	8	1	7.69	0.00	0	(8)
	E6A	14	6	2.41	0.00	0	(14)
	E6GUR	1	2	0.30	0.00	0	(1)
	E6N	2	2	1.18	0.00	0	(2)
	E8C	61	18	3.38	0.00	0	(61)
	EAT	3	3	0.89	0.00	0	(3)
	ESM	5	1	5.00	0.00	0	(5)
	EVO	23	3	7.56	0.00	0	(23)
	F5GPG	338	4	84.51	0.00	0	(338)
	FAL	809	150	5.39	5.17	776	(33)
	FHZPA	60	4	15.00	15.00	60	0
	FNA	147	29	5.07	5.07	147	0
	HCKPG	33	13	2.54	0.06	1	(32)
	HLA	5	3	1.69	0.09	0	(5)
	HLN	2	2	0.85	0.11	0	(1)
	HTG	120	14	8.55	0.06	1	(119)
	HYE	270	8	33.80	0.00	0	(270)
	HYS	270	8	33.80	0.00	0	(270)
	KX9	10	4	2.54	0.00	0	(10)
	M63	6,333	455	13.92	0.00	0	(6,333)
	MBB	676	53	12.75	12.75	676	0
	MBH	15	4	3.75	3.75	15	0
	MV5	1	1	0.72	0.00	0	(1)
	MWW	5	22	0.21	0.00	0	(5)
	N2W	5	1	4.65	0.11	0	(5)
	NLT	30	18	1.69	1.69	30	0
	NNK	20,886	3,108	6.72	0.44	1,366	(19,519)
	NPU	504	199	2.53	2.53	503	(0)
	NSD	1,680	265	6.34	0.11	29	(1,652)
	NSQ	1,217	361	3.37	0.11	39	(1,178)
	NSS	334	113	2.96	0.31	35	(300)
	NSY	209	55	3.80	0.24	13	(196)
	PFY	143	1,783	0.08	0.00	0	(143)
	PGJA7	(148)	19	(7.81)	0.00	0	148
	PGSA7	148	19	7.81	0.00	0	(148)
	PORXX	6,974	16,463	0.42	0.00	0	(6,974)
	R4H	180,012	16,314	11.03	29.45	480,447	300,435
	R4N	17	1	16.90	29.45	29	13
	R5G	51	3	16.90	29.45	88	38
	R5S	230	24	9.59	29.45	707	477
	RCA	81	6	13.52	13.52	81	0
	RCF	557	41	13.58	13.52	554	(2)
	REB3X	1	1	1.15	0.00	0	(1)
	RHN	12	1	12.09	29.45	29	17
	VBS	5	1	5.00	5.00	5	0

	VFN	60	20	3.00	3.00	60	0
	VGT	6	2	3.00	3.00	6	0
	X5G	51	3	16.90	29.45	88	38
	X5S	177	16	11.07	29.45	471	294
	XLL	756	149	5.08	5.07	755	(1)
SD Total		434,211	77,202	5.62	4.79	-497,413	63,202
UT	1FB	11,693	4,987	2.34	22.60	112,706	101,013
	9PZLC	0	3	0.06	0.00	0	(0)
	9PZLX	154	275	0.56	0.00	0	(154)
	9ZR	155,023	19,550	7.93	0.00	0	(155,023)
	A2Y	31	4	7.81	22.60	90	59
	AFD	105	17	6.20	6.95	118	13
	AFK	31,032	13,233	2.35	22.60	299,066	268,034
	ATF	7	1	6.98	6.95	7	(0)
	B1A1X	76	4	18.96	18.96	76	0
	B1A2X	68	2	33.96	33.96	68	0
	CLT	2,283	1,372	1.66	1.85	2,538	255
	DTLBX	264,346	18,199	14.53	0.00	0	(264,346)
	E1N	1	1	1.26	0.06	0	(1)
	E3D	904	206	4.39	0.00	0	(904)
	E8C	208	59	3.52	0.00	0	(208)
	EO3	22,712	4,307	5.27	0.00	0	(22,712)
	ER4	14	2	7.02	0.00	0	(14)
	ES7	44	5	8.78	0.00	0	(44)
	ESC	4,548	1,035	4.39	0.00	0	(4,548)
	ESM	15,842	4,509	3.51	0.00	0	(15,842)
	ESX	5,335	869	6.14	0.00	0	(5,335)
	EVB	407	231	1.76	0.00	0	(407)
	EVBHG	33	19	1.76	0.00	0	(33)
	EVD	1,031	585	1.76	0.00	0	(1,031)
	EVDHG	418	237	1.77	0.00	0	(418)
	EVF	1,172	445	2.63	0.00	0	(1,172)
	EVFHG	139	53	2.63	0.00	0	(139)
	EVK	148	33	4.48	0.00	0	(148)
	EVKHG	9	2	4.39	0.00	0	(9)
	EVO	6,133	1,747	3.51	0.00	0	(6,133)
	EVOHG	405	115	3.52	0.00	0	(405)
	FAL	472	251	1.88	1.88	472	(0)
	FBJ	213	121	1.76	0.00	0	(213)
	FBJHG	39	22	1.76	0.00	0	(39)
	FDJ	1,387	788	1.76	0.00	0	(1,387)
	FDJHG	466	265	1.76	0.00	0	(466)
	FHGPA	55	1	55.00	48.29	48	(7)
	FVJ	1,610	612	2.63	0.00	0	(1,610)
	FVJHG	200	76	2.63	0.00	0	(200)
	GEXAX	4	1	3.95	3.95	4	0
	HCKPG	77	29	2.67	0.06	2	(76)
	HFB	73	27	2.70	0.00	0	(73)
	HLA	2	1	1.76	0.09	0	(2)
	HRLA1	150	5	29.95	29.95	150	0
	HRLA3	90	3	29.95	29.95	90	0
	HRLA5	30	1	29.95	29.95	30	0
	HRLAM	479	15	31.95	29.95	449	(30)
	HRLBM	66	1	66.00	60.00	60	(6)
	HTG	18,189	5,174	3.52	0.06	310	(17,879)
	JND	10	1	9.85	11.26	11	1
	JUF	8	1	8.17	22.60	23	14
	M1W	9	9	0.97	0.00	0	(9)
	M4H	25	1	25.00	21.95	22	(3)
	MBB	2,313	184	12.57	12.75	2,346	33
	MBH	40	11	3.60	3.75	41	2

MBJ	33	3	11.00	11.00	33	0
MBWCD	3	4	0.78	0.00	0	(3)
MVP	28	6	4.66	0.00	0	(28)
MVP11	356	75	4.75	0.00	0	(356)
MVPBL	84	36	2.33	0.00	0	(84)
MVPCD	4	2	1.94	0.00	0	(4)
MVPCF	19	8	2.33	0.00	0	(19)
MVPCU	2	5	0.41	0.00	0	(2)
MWW	258	1,186	0.22	0.00	0	(258)
N6S	51	6	8.50	9.61	58	7
NCE	25	8	3.07	0.17	1	(23)
NLT	20	26	0.78	0.78	20	0
NLUBR	35	2	17.52	1.06	2	(33)
NLUBT	18	1	17.52	1.06	1	(16)
NLUY1	42	4	10.49	3.00	12	(30)
NMO1A	60	5	11.96	11.96	60	0
NMO2A	116	4	28.96	28.96	116	0
NNK	111	14	7.95	0.44	6	(105)
NPU	371	234	1.58	1.72	402	32
NSD	8,469	1,283	6.60	0.11	138	(8,330)
NSK	80	26	3.07	0.20	5	(75)
NSQ	920	350	2.63	0.11	38	(883)
NSS	323	105	3.07	0.31	32	(291)
NSY	419	107	3.92	0.24	26	(393)
OC4	3	1	3.47	3.95	4	0
OWM	5	1	5.25	0.00	0	(5)
PGOCL	261	5	52.27	22.60	13	(148)
PGOCM	88	2	43.86	22.60	45	(43)
PORXX	7,865	18,290	0.43	0.00	0	(7,865)
REB3X	171	149	1.15	0.00	0	(171)
RGG1A	31	5	6.28	0.52	3	(29)
RGG1B	6	1	6.28	0.52	1	(6)
RTVXY	13	139	0.09	0.00	0	(13)
RTY	456	175	2.61	0.00	0	(456)
SB5	6	1	6.10	6.95	7	1
SEA	98	37	2.66	2.53	94	(5)
VBS	60	12	5.00	5.00	60	0
VFN	12	4	3.00	3.00	12	0
VGT	36	12	3.00	3.00	36	0
VJMXU	12	1	12.00	12.00	12	0
VJMXW	20	1	19.95	19.95	20	0
VPH	12	4	3.00	3.00	12	0
XLL	4	3	1.19	1.50	5	1
ZNB	55,103	13,281	4.15	0.00	0	(55,103)
ZNBFX	2,963	183	16.19	0.00	0	(2,963)
ZNBHX	25,307	4,693	5.39	0.00	0	(25,307)
RXB	94	2	46.95	22.60	45	(49)
OVD2X	5	1	5.00	4.29	4	(1)
HRLC1	74	1	74.00	67.00	67	(7)
PGOCH	30	1	29.95	22.60	23	(7)
UT Total	654,913	120,212	5.45	4.65	420,240	(234,673)
WA	322,550	14,043	22.97	24.00	337,032	14,482
1FB	1	13	0.06	0.00	0	(1)
9PZLC	115	205	0.56	0.00	0	(115)
9PZLX	105,564	14,382	7.34	0.00	0	(105,564)
9ZR	215	18	11.94	24.00	432	217
A2Y	56	11	5.07	5.95	65	10
AFD	6	1	5.93	5.95	6	0
ATF	762	897	0.85	0.84	753	(8)
CLT	1	1	0.85	0.00	0	(1)
E3P	14,788	2,887	5.12	0.00	0	(14,788)
EO3						

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ESC	399	163	2.45	0.00	0	(399)
ESF	416	88	4.73	0.00	0	(416)
ESL	74	31	2.39	0.00	0	(74)
ESM	5,723	2,389	2.40	0.00	0	(5,723)
ESX	1,936	810	2.39	0.00	0	(1,936)
EV2	16	5	3.19	0.00	0	(16)
EVB	114	134	0.85	0.00	0	(114)
EVBHG	2	2	0.93	0.00	0	(2)
EVD	2,307	1,350	1.71	0.00	0	(2,307)
EVF	1,988	933	2.13	0.00	0	(1,988)
EVK	33	11	2.98	0.00	0	(33)
EVO	331	193	1.71	0.00	0	(331)
FAL	17	10	1.73	2.00	20	3
FBJ	31	36	0.85	0.00	0	(31)
FDJ	392	229	1.71	0.00	0	(392)
FHGPA	225	3	75.00	75.00	225	0
FNA	11	13	0.85	0.84	11	(0)
EVJ	449	211	2.13	0.00	0	(449)
FVJHG	2	1	2.13	0.00	0	(2)
HCKPG	0	5	0.04	0.06	0	0
HFB	81	3	26.89	0.00	0	(81)
HLA	2	1	1.71	0.09	0	(2)
HRLA3	30	1	29.95	40.00	40	10
HRLAM	62	2	30.95	40.00	80	18
HSHT	4	105	0.04	0.06	6	2
HSD	193	4,825	0.04	0.06	290	96
JBG	275	12	22.93	24.00	288	13
LMB	127	8	15.86	24.00	192	65
M1W	7	7	0.94	0.00	0	(7)
M4H	165	3	55.00	55.00	165	0
MBB	16,698	1,313	12.72	12.75	16,741	43
MBJ	22	2	11.00	11.00	22	0
MV5	1	2	0.72	0.00	0	(1)
MVP11	17	4	4.26	0.00	0	(17)
MWW	225	1,053	0.21	0.00	0	(225)
N6S	9	1	9.34	10.95	11	2
NLT	5	12	0.43	0.42	5	(0)
NLUY1	51	5	10.19	3.00	15	(36)
NNK	5,058	746	6.78	0.44	328	(4,730)
NPU	82	128	0.64	0.63	81	(1)
NSD	2,594	406	6.39	0.11	44	(2,551)
NSQ	489	191	2.56	0.11	21	(468)
NSS	89	30	2.98	0.31	9	(80)
NSY	123	32	3.84	0.24	8	(115)
OVDXX	9	2	4.26	4.20	8	(0)
PGOCL	281	6	46.85	24.00	144	(137)
PORXX	6,069	14,116	0.43	0.00	0	(6,069)
PUN	9	9	0.98	0.00	0	(9)
RD5	14	1	13.64	13.44	13	(0)
REB3X	3	3	1.15	0.00	0	(3)
RGG1A	70	11	6.35	0.45	5	(65)
RTVXY	3	32	0.08	0.00	0	(3)
RTY	311	182	1.71	0.00	0	(311)
SEA	19	11	1.71	1.68	18	(0)
VBS	390	78	5.00	5.00	390	0
VFN	201	67	3.00	3.00	201	0
VGT	105	35	3.00	3.00	105	0
VJMXU	84	7	12.00	12.00	84	0
VMC1X	15	5	3.00	3.00	15	0
VMC2X	18	3	6.00	6.00	18	0
VPH	111	37	3.00	3.00	111	0

	XLL	38	88	0.43	0.42	37	(1)
	RXB	275	7	39.23	24.00	168	(107)
WA Total		492,957	62,667	7.87	4.10	358,208	(134,749)
WY	1FB	4,672	228	20.49	33.40	7,615	2,943
	9PZLC	20	11,534	0.00	0.00	0	(20)
	9PZLX	17	30	0.56	0.00	0	(17)
	9ZR	239,007	25,979	9.20	0.00	0	(239,007)
	AFK	5,312	261	20.35	33.40	8,717	3,406
	CLT	11,983	2,177	5.50	5.28	11,495	(489)
	CUD3X	100,542	26,263	3.83	0.00	0	(100,542)
	D1E1X	1,176	9	130.66	0.00	0	(1,176)
	E3D	5	2	2.64	0.00	0	(5)
	E8C	4	2	2.20	0.00	0	(4)
	EO3	42	8	5.28	0.00	0	(42)
	ESC	51	13	3.96	0.00	0	(51)
	ESM	418	95	4.40	0.00	0	(418)
	ESX	350	53	6.60	0.00	0	(350)
	EVD	7	2	3.52	0.00	0	(7)
	EVO	169	24	7.04	0.00	0	(169)
	F5GPG	545	6	90.83	0.00	0	(545)
	FAL	635	125	5.08	5.28	660	25
	FDJ	7	2	3.52	0.00	0	(7)
	HCKPG	3	1	3.00	0.06	0	(3)
	HTG	767	107	7.17	0.06	6	(760)
	HYE	269	8	33.58	0.00	0	(269)
	HYS	33	1	32.66	0.00	0	(33)
	LBS	4,992	832	6.00	0.00	0	(4,992)
	M1W	2	2	1.04	0.00	0	(2)
	M63	1,426	193	7.39	0.00	0	(1,426)
	MBB	7,586	595	12.75	12.75	7,586	0
	MVPCU	18	10	1.78	0.00	0	(18)
	MWW	4	16	0.22	0.00	0	(4)
	NLT	20	9	2.20	2.20	20	0
	NNK	45,405	6,480	7.01	0.44	2,849	(42,556)
	NPU	728	202	3.60	3.52	711	(17)
	NSD	2,020	305	6.62	0.11	33	(1,987)
	NSK	15	5	3.08	0.20	1	(14)
	NSQ	4,259	1,207	3.53	0.11	130	(4,129)
	NSS	654	212	3.09	0.31	65	(589)
	NSY	616	155	3.97	0.24	38	(578)
	PFY	32	396	0.08	0.00	0	(32)
	PORXX	12,292	28,586	0.43	0.00	0	(12,292)
	QURF1	(160)	58	(2.75)	0.00	0	160
	QURF2	(36)	5	(7.25)	0.00	0	36
	QURF3	(104)	8	(13.00)	0.00	0	104
	R4N	411,907	25,170	16.36	33.40	840,678	428,771
	R5G	2,548	154	16.54	33.40	5,144	2,596
	RCA	173	9	19.21	0.00	0	(173)
	RCFVH	58	3	19.21	0.00	0	(58)
	RCFVT	305	16	19.07	0.00	0	(305)
	RCFWT	58	3	19.21	0.00	0	(58)
	REB3X	3	3	1.15	0.00	0	(3)
	REB8X	9	69	0.13	0.00	0	(9)
	RGG1A	7	1	7.45	0.30	0	(7)
	RKY	2,333	126	18.51	33.40	4,208	1,876
	RTVXY	1	7	0.09	0.00	0	(1)
	RTY	101	23	4.40	0.00	0	(101)
	SEA	9	2	4.40	4.40	9	0
	VBS	100	20	5.00	5.00	100	0
	VFN	51	17	3.00	3.00	51	0
	VGT	27	9	3.00	3.00	27	0

VJMXU	36	3	12.00	12.00	36	0
VMC1X	6	2	3.00	3.00	6	0
VMC2X	12	2	6.00	6.00	12	0
VPH	15	5	3.00	3.00	15	0
X5G	1,109	67	16.55	33.40	2,238	1,129
XLL	4	3	1.38	0.00	0	(4)
ZCB1X	1,105	81	13.64	0.00	0	(1,105)
ZCB2X	561	25	22.44	0.00	0	(561)
ZCB3X	1,058	26	40.70	0.00	0	(1,058)
ZNB	4,849	16,543	0.29	0.00	0	(4,849)
WY Total	872,249	148,595	5.87	4.34	892,450	20,201
Grand Total	12,593,261	2,109,709	5.97	4.49	11,333,765	(1,259,495)

Idaho Public Utilities Commission
Office of the Secretary
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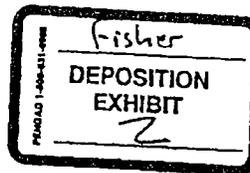
Boise, Idaho

Deanhardt, C. - Exhibit 11

Case No. QWE-T-06-17

AT&T

SUBJECT TO RULE OF EVIDENCE 408



Purchase Agreement

[Trade Secret Data Begins

This Purchase Agreement ("PA") is made and entered into by and between McLeodUSA Telecommunications Services, Inc. and its subsidiaries and affiliates ("McLeodUSA") and Qwest Communications Corp. and its subsidiaries ("Qwest") (collectively, the "Parties") effective on the 2nd day of October, 2000.

The Parties have entered in to enter into this PA 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 PA is entered into between the Parties based on the following conditions, which are a material part of this agreement:

1.1 This PA shall be binding on Qwest and McLeodUSA and each of their respective subsidiaries, affiliated corporations, successors and assigns.

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

1.3 The Parties, intending to be legally bound, have executed this PA effective as of October 2, 2000, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

1.4 Unless terminated as provided in this section, the initial term of this PA is from the date of signing until December 31, 2003 ("Initial Term") and this PA shall thereafter automatically continue until either party gives at least six (6) months advance written notice of termination. This is Amendment can only be terminated during the Initial Term, or at any time thereafter, in the event of:

1.4.1 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;

1.4.2 a material change in the telecommunications industry pricing structure that is so adverse to McLeodUSA so as to make this PA useless; or

1.4.3 a termination of that certain Purchase Agreement with a like effective date pursuant to which McLeodUSA purchases Products (defined below) from Qwest.

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

1.6 If either party's performance of this PA or any obligation under this PA is prevented, restricted or interfered with by causes beyond such Parties reasonable control,

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SUBJECT TO RULE OF EVIDENCE 403

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, strike or work stoppage or vendor failures, cable cuts, 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").

1.7 Without the prior written consent of the other party and except as set forth below or to the extent required by law, neither party will disclose to any person the existence or content of this agreement, or material terms of the agreement. In the event that either party concludes that disclosure is required by applicable law, including but not limited to the regulations of the Securities and Exchange Commission, such party will provide the other party with prompt notice thereof and an opportunity to comment on such disclosure prior to such disclosure and such party will disclose only the information that, in the opinion of its counsel, it is required by such law to disclose. In the event that either party or any of its Representatives is required by a governmental authority or in connection with a legal proceeding or pursuant to legal process to disclose any of the Evaluation Material with respect to which such party is the receiving party or any other matter referred to in the immediately preceding paragraph, it is agreed that such party will provide the other party with prompt notice of each such request or requirement so that such other party may seek promptly an appropriate protective order or other appropriate remedy and/or waive compliance by such party subject to such request or requirement with the provisions of this PA and the party giving notice shall use its commercially reasonable efforts to assist the party seeking protection. In the event that such protective order or other remedy is not obtained promptly, such party subject to such requirement may furnish that portion (and only that portion) of the PA or other information with respect to such matter that, in the opinion of its counsel, it is legally compelled to disclose and will exercise its commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any information so furnished. The term "person" as used in this Agreement shall be broadly interpreted to include without limitation any corporation, company, partnership, organization, bank, group, individual or other entity.

1.8 Neither party will present itself as representing or jointly marketing services with the other, or market its services using the name of the other party, without the prior written consent of the other party.

2. In consideration of the agreements and covenants set forth above and the entire group of covenants provided in section 3, McLeodUSA agrees to purchase from Qwest, or one of its affiliate corporations, during the Initial Term of this PA, at least \$480 million worth 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"), at prices previously quoted by Qwest, including but not limited to, on any products or updated products for wholesale long distance services purchased, the highest discount level available for that product, subject to the terms of this section 2.

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SUBJECT TO RULE OF EVIDENCE 408

2.1 Subject to the provisions of this section 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 Subject to the provisions of this section 2, from January 1, 2001 through December 31, 2002, McLeodUSA will purchase a cumulative 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.

2.3 Subject to the provisions of this section 2, From January 1, 2001 through December 31, 2003, McLeodUSA will purchase a cumulative 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.

2.4 The minimum purchase requirements provided above shall be changed proportionally, but in no event to exceed \$480 million in the cumulative aggregate, if the following occur to a material degree:

2.4.1 A reduction in the rates for any of the Products.

2.4.2 Products are no longer offered without adequate substitution.

2.4.3 Any sale of current Qwest exchanges where McLeodUSA is doing business.

2.4.4 Delays in the delivery of an ordered Product that cause McLeodUSA difficulty in meeting its minimum commitments.

2.4.5 Release, sale, transfer or relinquishment of any current collocation back to Qwest by mutual agreement.

2.4.6 McLeodUSA's business is prevented, restricted or interfered with by a Force Majeure as described in section 1.7.

2.4.7 Changes in technology eliminating the need for certain services provided by Qwest, provided Qwest has the right of first refusal to provide the technology.

2.5 The Parties will meet to discuss all proposed changes in requirements or payments pursuant to this section 2, and will resolve any disputes pursuant to Escalation Procedures to be developed by the Parties, before any payment or change in requirement is made.

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SUBJECT TO RULE OF EVIDENCE 408

2.6 The take or pay purchase requirements of this section are specifically conditioned on the rates offered for the Products as of the date of this PA remaining in effect at levels no higher than the rates quoted.

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 make the Products available for purchase by McLeodUSA at such rates and on such terms and conditions as agreed.

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SUBJECT TO RULE OF EVIDENCE 408

Trade Secret Data Ends}

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

McLeodUSA Telecommunications
Services, Inc.

Qwest Communications Corp.


Authorized Signature

Authorized Signature

Blake O. Fisher, Jr.
Name Printed/Typed

Name Printed/Typed

Group Vice President
Title

Title

October 26, 2000
Date

October 26, 2000
Date

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Aug-30-01 11:01am From-QWEST LEGAL DEPARTMENT
FROM QWEST-LITIGATION SUPPORT

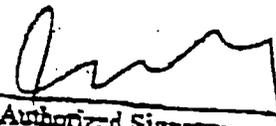
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SUBJECT TO RULE OF EVIDENCE 401

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

McLeodUSA Telecommunications
Services, Inc.

Qwest Communications Corp.

Authorized Signature



Authorized Signature

Blake O. Fisher, Jr.
Name Printed/Typed

GREGORY M. CASEY
Name Printed/Typed

Group Vice President
Title

EXEC. V.P.
Title

October 26, 2000
Date

October 26, 2000
Date

11-20-01/10/2000

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Deanhardt, C. - Exhibit 12

Case No. QWE-T-06-17

AT&T

McLeod USA Monthly Summary

Sep-00

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 3,745,497.44	\$ 674,597.69	\$ 4,420,095.13	85%
Minnesota	\$ 2,414,261.80	\$ 584,263.08	\$ 2,998,524.88	81%
South Dakota	\$ 555,416.99	\$ 493,198.87	\$ 1,048,615.86	53%
North Dakota	\$ 714,495.64	\$ 388,039.95	\$ 1,102,535.59	65%
Wyoming	\$ 861,454.74	\$ 80,757.35	\$ 942,212.09	91%
Colorado	\$ 2,261,006.82	\$ 240,708.34	\$ 2,501,715.16	90%
Nebraska	\$ 244,099.80	\$ 71,122.97	\$ 315,222.77	77%
Idaho	\$ 96,629.52	\$ 67,974.05	\$ 164,603.57	59%
Arizona	\$ 32,766.17	\$ 5,726.95	\$ 38,493.12	85%
Utah	\$ 262,291.91	\$ 260,124.63	\$ 522,416.54	50%
Washington	\$ 54,855.11	\$ 62,539.63	\$ 117,394.74	47%
Oregon	\$ 29,122.67	\$ 22,970.79	\$ 52,093.46	56%
Montana	\$ 196.67	\$ 199.20	\$ 395.87	50%
Total	\$ 11,272,095.28	\$ 2,952,223.50	\$ 14,224,318.78	79%

Oct-00

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 3,728,522.62	\$ (863,605.79)	\$ 2,864,916.83	130%
Minnesota	\$ 2,345,521.28	\$ (443,832.73)	\$ 1,901,688.55	123%
South Dakota	\$ 545,727.59	\$ (38,168.42)	\$ 507,559.17	108%
North Dakota	\$ 708,784.13	\$ 3,845.61	\$ 712,629.74	99%
Wyoming	\$ 857,828.40	\$ (30,537.28)	\$ 827,291.12	104%
Colorado	\$ 2,331,359.96	\$ 131,847.89	\$ 2,463,207.85	95%
Nebraska	\$ 224,436.96	\$ 2,325.17	\$ 226,762.13	99%
Idaho	\$ 111,856.98	\$ 5,299.97	\$ 117,156.95	95%
Arizona	\$ 40,526.39	\$ 133.53	\$ 40,659.92	100%
Utah	\$ 342,738.54	\$ (4,007.65)	\$ 338,730.89	101%
Washington	\$ 76,075.73	\$ 12,629.37	\$ 88,705.10	86%
Oregon	\$ 37,812.90	\$ (70,348.44)	\$ (32,535.54)	-116%
Montana	\$ 202.49	\$ 11.37	\$ 213.86	95%
Total	\$ 11,351,393.97	\$ (1,294,407.40)	\$ 10,056,986.57	113%

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Nov-00

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 3,840,088.98	\$ 107,001.90	\$ 3,947,090.88	97%
Minnesota	\$ 2,409,161.59	\$ (262,140.73)	\$ 2,147,020.86	112%
South Dakota	\$ 543,102.98	\$ (39,580.37)	\$ 503,522.61	108%
North Dakota	\$ 715,820.57	\$ 73,930.18	\$ 789,750.75	91%
Wyoming	\$ 897,288.76	\$ 43,029.00	\$ 940,317.76	95%
Colorado	\$ 2,264,292.27	\$ 194,091.13	\$ 2,458,383.40	92%
Nebraska	\$ 292,829.86	\$ 2,372.28	\$ 295,202.14	99%
Idaho	\$ 139,828.15	\$ 3,121.63	\$ 142,949.78	98%
Arizona	\$ 61,893.21	\$ 2,005.86	\$ 63,899.07	97%
Utah	\$ 392,884.30	\$ 3,503.46	\$ 396,387.76	99%
Washington	\$ 123,173.99	\$ 2,200.63	\$ 125,374.62	98%
Oregon	\$ 53,023.54	\$ 2,437.95	\$ 55,461.49	96%
Montana	\$ 197.92	\$ 11.76	\$ 209.68	94%
New Mexico	\$ 14,790.48	\$ 518.77	\$ 15,309.25	97%
Total	\$ 11,748,376.60	\$ 132,503.45	\$ 11,880,880.05	99%

Dec-00

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 3,794,022.56	\$ (131,736.48)	\$ 3,662,286.08	104%
Minnesota	\$ 2,343,260.68	\$ (399,331.93)	\$ 1,943,928.75	121%
South Dakota	\$ 543,177.65	\$ (34,497.63)	\$ 508,680.02	107%
North Dakota	\$ 718,589.83	\$ 1,428.27	\$ 720,018.10	100%
Wyoming	\$ 848,541.41	\$ 363,277.47	\$ 1,211,818.88	70%
Colorado	\$ 2,631,109.35	\$ 301,570.11	\$ 2,932,679.46	90%
Nebraska	\$ 307,460.77	\$ 868.94	\$ 308,329.71	100%
Idaho	\$ 195,666.61	\$ 719.55	\$ 196,386.16	100%
Arizona	\$ 88,617.13	\$ 482.95	\$ 89,100.08	99%
Utah	\$ 535,334.38	\$ (9,087.44)	\$ 526,246.94	102%
Washington	\$ 144,298.94	\$ 123,173.99	\$ 267,472.93	54%
Oregon	\$ 96,562.48	\$ 866.44	\$ 97,428.92	99%
Montana	\$ 518.14	\$ 11.49	\$ 529.63	98%
New Mexico	\$ 27,660.20	\$ 847.77	\$ 28,507.97	97%

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CONTAINS TRADE SECRET DATA

Total	\$ 12,274,820.13	\$ 218,593.50	\$ 12,493,413.63	98%
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Jan-01

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 3,786,590.56	\$ 207,843.09	\$ 3,994,433.65	95%
Minnesota	\$ 2,426,407.16	\$ (168,686.46)	\$ 2,257,720.70	107%
South Dakota	\$ 548,817.34	\$ 76,832.56	\$ 625,649.90	88%
North Dakota	\$ 723,045.78	\$ 320,688.35	\$ 1,043,734.13	69%
Wyoming	\$ 881,903.72	\$ 122,699.09	\$ 1,004,602.81	88%
Colorado	\$ 2,734,082.44	\$ 347,294.11	\$ 3,081,376.55	89%
Nebraska	\$ 323,648.57	\$ (334.34)	\$ 323,314.23	100%
Idaho	\$ 261,123.77	\$ 1,783.28	\$ 262,907.05	99%
Arizona	\$ 188,641.59	\$ (719.68)	\$ 187,921.91	100%
Utah	\$ 636,255.23	\$ (3,552.48)	\$ 632,702.75	101%
Washington	\$ 279,539.37	\$ 1,601.67	\$ 281,141.04	99%
Oregon	\$ 142,933.89	\$ 1,156.09	\$ 144,089.98	99%
Montana	\$ 42.68	\$ 20.09	\$ 62.77	68%
New Mexico	\$ 84,375.40	\$ 568.32	\$ 84,943.72	99%
Total	\$ 13,017,407.50	\$ 907,193.69	\$ 13,924,601.19	93%

Feb-01

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 3,452,970.80	\$ (143,540.42)	\$ 3,309,430.38	104%
Minnesota	\$ 2,333,597.22	\$ (276,671.90)	\$ 2,056,925.32	113%
South Dakota	\$ 553,106.77	\$ (28,129.67)	\$ 524,977.10	105%
North Dakota	\$ 730,656.76	\$ (6,913.37)	\$ 723,743.39	101%
Wyoming	\$ 2,484,441.87	\$ 57,236.60	\$ 2,541,678.47	98%
Colorado	\$ 2,866,980.78	\$ 281,732.33	\$ 3,148,713.11	91%
Nebraska	\$ 307,577.75	\$ 1,176.93	\$ 308,754.68	100%
Idaho	\$ 329,105.67	\$ 979.36	\$ 330,085.03	100%
Arizona	\$ 229,607.78	\$ 115.46	\$ 229,723.24	100%
Utah	\$ 642,118.50	\$ 1,926.97	\$ 644,045.47	100%

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CONTAINS TRADE SECRET DATA

Washington	\$ 332,977.86	\$ 4,134.12	\$ 337,111.98	99%
Oregon	\$ 163,850.17	\$ 2,930.71	\$ 166,780.88	98%
Montana	\$ 251.10	\$ 31.61	\$ 282.71	89%
New Mexico	\$ 100,491.49	\$ 3,062.56	\$ 103,554.05	97%
Total	\$ 14,527,734.52	\$ (101,928.71)	\$ 14,425,805.81	101%

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Mar-01

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 3,779,827.60	\$ (204,597.58)	\$ 3,575,230.02	106%
Minnesota	\$ 2,442,558.59	\$ 31,479.70	\$ 2,474,038.29	99%
South Dakota	\$ 533,885.90	\$ (35,031.08)	\$ 498,854.82	107%
North Dakota	\$ 731,412.09	\$ 6,496.22	\$ 737,908.31	99%
Wyoming	\$ 1,059,373.25	\$ 680,067.92	\$ 1,739,441.17	61%
Colorado	\$ 2,817,452.41	\$ 381,609.49	\$ 3,199,061.90	88%
Nebraska	\$ 316,536.48	\$ 1,883.00	\$ 318,419.48	99%
Idaho	\$ 332,984.02	\$ 1,538.26	\$ 334,522.28	100%
Arizona	\$ 326,911.74	\$ (1,521.22)	\$ 325,390.52	100%
Utah	\$ 677,458.34	\$ 1,029.31	\$ 678,487.65	100%
Washington	\$ 363,110.51	\$ 3,726.15	\$ 366,836.66	99%
Oregon	\$ 189,779.13	\$ 2,185.56	\$ 191,964.69	99%
Montana	\$ (223.47)	\$ -	\$ (223.47)	100%
New Mexico	\$ 122,376.54	\$ 2,215.02	\$ 124,591.56	98%
Total	\$ 13,693,443.13	\$ 871,080.75	\$ 14,564,523.88	94%

Apr-01

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 3,894,877.16	\$ (154,614.93)	\$ 3,740,262.23	104%
Minnesota	\$ 2,515,377.86	\$ (256,074.09)	\$ 2,259,303.77	111%
South Dakota	\$ 560,337.59	\$ 11,088.18	\$ 571,425.77	98%
North Dakota	\$ 749,005.25	\$ 15,999.16	\$ 765,004.41	98%
Wyoming	\$ 639,966.26	\$ 470,921.83	\$ 1,110,888.09	58%

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CONTAINS TRADE SECRET DATA

Colorado	\$ 2,886,764.07	\$ 315,805.64	\$ 3,202,569.71	90%
Nebraska	\$ 335,855.83	\$ 1,170.25	\$ 337,026.08	100%
Idaho	\$ 402,385.58	\$ 9,302.61	\$ 411,688.19	98%
Arizona	\$ 412,432.48	\$ 2,674.05	\$ 415,106.53	99%
Utah	\$ 771,913.34	\$ 5,083.46	\$ 776,996.80	99%
Washington	\$ 414,402.44	\$ 1,190.41	\$ 415,592.85	100%
Oregon	\$ 224,267.15	\$ 2,528.81	\$ 226,795.96	99%
Montana	\$ 3,812.31	\$ (223.47)	\$ 3,588.84	106%
New Mexico	\$ 165,459.54	\$ 2,322.26	\$ 167,781.80	99%
Total	\$ 13,976,856.86	\$ 427,174.17	\$ 14,404,031.03	97%

Wyoming current charges reflects \$400K in adjustments that were on past due.

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May-01

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 3,839,247.27	\$ (150,521.01)	\$ 3,688,726.26	104%
Minnesota	\$ 2,560,951.61	\$ (203,643.53)	\$ 2,357,308.08	109%
South Dakota	\$ 546,939.70	\$ 1,456.72	\$ 548,396.42	100%
North Dakota	\$ 766,549.70	\$ 12,336.40	\$ 778,886.10	98%
Wyoming	\$ 843,874.22	\$ (13,938.81)	\$ 829,935.41	102%
Colorado	\$ 2,972,407.10	\$ (18,792.98)	\$ 2,953,614.12	101%
Nebraska	\$ 327,056.81	\$ 2,106.38	\$ 329,163.19	99%
Idaho	\$ 407,145.55	\$ 18,768.07	\$ 425,913.62	96%
Arizona	\$ 409,101.42	\$ 2,663.74	\$ 411,765.16	99%
Utah	\$ 549,909.59	\$ 9,506.59	\$ 559,416.18	98%
Washington	\$ 443,286.14	\$ 1,817.31	\$ 445,103.45	100%
Oregon	\$ 228,788.22	\$ 1,674.94	\$ 230,463.16	99%
Montana	\$ 29,340.83	\$ 527.59	\$ 29,868.42	98%
New Mexico	\$ 166,310.31	\$ (1,092.09)	\$ 165,218.22	101%
Total	\$ 14,090,908.47	\$ (337,130.68)	\$ 13,753,777.79	102%

Jun-01

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 3,775,445.19	\$ (150,558.61)	\$ 3,624,886.58	104%
Minnesota	\$ 2,730,160.91	\$ (258,108.24)	\$ 2,472,052.67	110%

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CONTAINS TRADE SECRET DATA

South Dakota	\$ 553,584.94	\$ 4,771.37	\$ 558,356.31	99%
North Dakota	\$ 773,972.45	\$ 12,037.28	\$ 786,009.73	98%
Wyoming	\$ 881,682.81	\$ (19,659.01)	\$ 862,023.80	102%
Colorado	\$ 3,004,138.23	\$ (33,501.07)	\$ 2,970,637.16	101%
Nebraska	\$ 321,968.74	\$ 1,840.83	\$ 323,809.57	99%
Idaho	\$ 456,681.53	\$ 26,747.95	\$ 483,429.48	94%
Arizona	\$ 520,486.16	\$ 8,732.36	\$ 529,218.52	98%
Utah	\$ 853,963.89	\$ (212,782.22)	\$ 641,181.67	133%
Washington	\$ 517,136.74	\$ 8,021.17	\$ 525,157.91	98%
Oregon	\$ 233,719.43	\$ 8,147.94	\$ 241,867.37	97%
Montana	\$ 56,544.96	\$ 1,775.28	\$ 58,320.24	97%
New Mexico	\$ 194,711.55	\$ 1,191.19	\$ 195,902.74	99%
Total	\$ 14,874,197.53	\$ (601,343.78)	\$ 14,272,853.75	104%

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Jul-01

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 3,682,173.83	\$ (162,893.02)	\$ 3,519,280.81	105%
Minnesota	\$ 3,909,326.71	\$ 34,758.71	\$ 3,944,085.42	99%
South Dakota	\$ 557,273.07	\$ 2,830.37	\$ 560,103.44	99%
North Dakota	\$ 722,398.33	\$ 12,057.24	\$ 734,455.57	98%
Wyoming	\$ 982,315.98	\$ 47,210.64	\$ 1,029,526.62	95%
Colorado	\$ 3,048,092.66	\$ 184,999.06	\$ 3,233,091.72	94%
Nebraska	\$ 326,916.01	\$ 1,643.84	\$ 328,559.85	99%
Idaho	\$ 623,786.12	\$ 26,649.84	\$ 650,435.96	96%
Arizona	\$ 542,891.10	\$ (8,801.08)	\$ 534,090.02	102%
Utah	\$ 862,611.71	\$ (8,954.66)	\$ 853,657.05	101%
Washington	\$ 597,969.50	\$ 8,218.18	\$ 606,187.68	99%
Oregon	\$ 204,182.73	\$ 8,552.83	\$ 212,735.56	96%
Montana	\$ 58,270.24	\$ 1,324.59	\$ 59,594.83	98%
New Mexico	\$ 201,662.09	\$ (620.07)	\$ 201,042.02	100%
Total	\$ 16,319,870.08	\$ 146,976.47	\$ 16,466,846.55	99%

Minnesota total higher due to cost docket discount change to 9-1-99

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Aug-01

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 3,470,870.44	\$ (81,492.53)	\$ 3,389,377.91	102%
Minnesota	\$ 2,761,716.34	\$ 42,018.83	\$ 2,803,735.17	99%
South Dakota	\$ 524,508.65	\$ 2,428.00	\$ 526,936.65	100%
North Dakota	\$ 590,710.42	\$ 4,568.01	\$ 595,278.43	99%
Wyoming	\$ 814,573.64	\$ 34,470.56	\$ 849,044.20	96%
Colorado	\$ 2,886,003.83	\$ (37,114.94)	\$ 2,848,888.89	101%
Nebraska	\$ 389,338.44	\$ 2,320.63	\$ 391,659.07	99%
Idaho	\$ 560,187.24	\$ 28,271.00	\$ 588,458.24	95%
Arizona	\$ 601,071.05	\$ (10,963.51)	\$ 590,107.54	102%
Utah	\$ 883,752.25	\$ (13,941.40)	\$ 869,810.85	102%
Washington	\$ 572,088.96	\$ 12,389.23	\$ 584,478.19	98%
Oregon	\$ 261,164.64	\$ 8,414.33	\$ 269,578.97	97%
Montana	\$ 88,879.07	\$ 336.57	\$ 89,215.64	100%
New Mexico	\$ 225,604.18	\$ (1,403.99)	\$ 224,200.19	101%
Total	\$ 14,630,469.15	\$ (9,699.21)	\$ 14,620,769.94	100%

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Sep-01

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa			\$ -	#DIV/0!
Minnesota			\$ -	#DIV/0!
South Dakota			\$ -	#DIV/0!
North Dakota			\$ -	#DIV/0!
Wyoming			\$ -	#DIV/0!
Colorado			\$ -	#DIV/0!
Nebraska			\$ -	#DIV/0!
Idaho			\$ -	#DIV/0!
Arizona			\$ -	#DIV/0!
Utah			\$ -	#DIV/0!
Washington			\$ -	#DIV/0!
Oregon			\$ -	#DIV/0!

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CONTAINS TRADE SECRET DATA

Montana			\$ -	#DIV/0!
New Mexico			\$ -	#DIV/0!
Total	\$ -	\$ -	\$ -	#DIV/0!

Oct-01

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa			\$ -	#DIV/0!
Minnesota			\$ -	#DIV/0!
South Dakota			\$ -	#DIV/0!
North Dakota			\$ -	#DIV/0!
Wyoming			\$ -	#DIV/0!
Colorado			\$ -	#DIV/0!
Nebraska			\$ -	#DIV/0!
Idaho			\$ -	#DIV/0!
Arizona			\$ -	#DIV/0!
Utah			\$ -	#DIV/0!
Washington			\$ -	#DIV/0!
Oregon			\$ -	#DIV/0!
Montana			\$ -	#DIV/0!
New Mexico			\$ -	#DIV/0!
Total	\$ -	\$ -	\$ -	#DIV/0!

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Nov-01

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa			\$ -	#DIV/0!
Minnesota			\$ -	#DIV/0!
South Dakota			\$ -	#DIV/0!
North Dakota			\$ -	#DIV/0!
Wyoming			\$ -	#DIV/0!
Colorado			\$ -	#DIV/0!
Nebraska			\$ -	#DIV/0!
Idaho			\$ -	#DIV/0!

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Arizona			\$	-	#DIV/0!
Utah			\$	-	#DIV/0!
Washington			\$	-	#DIV/0!
Oregon			\$	-	#DIV/0!
Montana			\$	-	#DIV/0!
New Mexico			\$	-	#DIV/0!
Total	\$	-	\$	-	#DIV/0!

Dec-01

State	Current Charges	Past Due Charges	Total Due	% Current	
Iowa			\$	-	#DIV/0!
Minnesota			\$	-	#DIV/0!
South Dakota			\$	-	#DIV/0!
North Dakota			\$	-	#DIV/0!
Wyoming			\$	-	#DIV/0!
Colorado			\$	-	#DIV/0!
Nebraska			\$	-	#DIV/0!
Idaho			\$	-	#DIV/0!
Arizona			\$	-	#DIV/0!
Utah			\$	-	#DIV/0!
Washington			\$	-	#DIV/0!
Oregon			\$	-	#DIV/0!
Montana			\$	-	#DIV/0!
New Mexico			\$	-	#DIV/0!
Total	\$	-	\$	-	#DIV/0!

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Jan-02

State	Current Charges	Past Due Charges	Total Due	% Current	
Iowa			\$	-	#DIV/0!
Minnesota			\$	-	#DIV/0!
South Dakota			\$	-	#DIV/0!
North Dakota			\$	-	#DIV/0!

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Wyoming			\$ -	#DIV/0!
Colorado			\$ -	#DIV/0!
Nebraska			\$ -	#DIV/0!
Idaho			\$ -	#DIV/0!
Arizona			\$ -	#DIV/0!
Utah			\$ -	#DIV/0!
Washington			\$ -	#DIV/0!
Oregon			\$ -	#DIV/0!
Montana			\$ -	#DIV/0!
New Mexico			\$ -	#DIV/0!
Total	\$ -	\$ -	\$ -	#DIV/0!

Feb-02

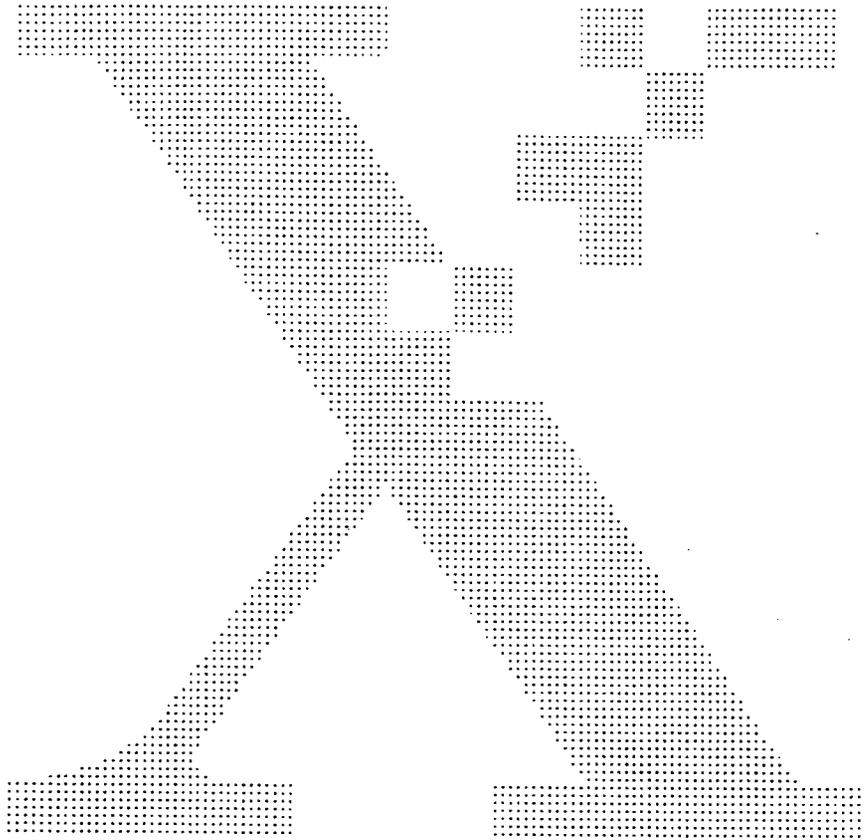
State	Current Charges	Past Due Charges	Total Due	% Current
Iowa			\$ -	#DIV/0!
Minnesota			\$ -	#DIV/0!
South Dakota			\$ -	#DIV/0!
North Dakota			\$ -	#DIV/0!
Wyoming			\$ -	#DIV/0!
Colorado			\$ -	#DIV/0!
Nebraska			\$ -	#DIV/0!
Idaho			\$ -	#DIV/0!
Arizona			\$ -	#DIV/0!
Utah			\$ -	#DIV/0!
Washington			\$ -	#DIV/0!
Oregon			\$ -	#DIV/0!
Montana			\$ -	#DIV/0!
New Mexico			\$ -	#DIV/0!
Total	\$ -	\$ -	\$ -	#DIV/0!

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McLeod USA Monthly Summary

Administrative

Nov-00

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 21,359.51	\$ 20,932.53	\$ 42,292.04	51%
Minnesota	\$ 1,967.46	\$ 2,024.89	\$ 3,992.35	49%
South Dakota	\$ 2,213.41	\$ 2,218.14	\$ 4,431.55	50%
North Dakota	\$ 2,144.45	\$ 2,182.53	\$ 4,326.98	50%
Wyoming	\$ 1,110.60	\$ 1,206.76	\$ 2,317.36	48%
Colorado	\$ 3,451.02	\$ 17,978.42	\$ 21,429.44	16%
Nebraska	\$ 811.17	\$ 766.59	\$ 1,577.76	51%
Idaho	\$ 3,204.30	\$ 1,576.81	\$ 4,781.11	67%
Arizona	\$ 688.76	\$ 693.96	\$ 1,382.72	50%
Total	\$ 36,950.68	\$ 49,580.63	\$ 86,531.31	43%

Dec-00

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 26,936.66	\$ 4,144.00	\$ 31,080.66	87%
Minnesota	\$ 2,041.21	\$ 63.79	\$ 2,105.00	97%
South Dakota	\$ 2,170.48	\$ -	\$ 2,170.48	100%
North Dakota	\$ 2,197.90	\$ 199.41	\$ 2,397.31	92%
Wyoming	\$ 1,088.50	\$ (1,206.76)	\$ (118.26)	-920%
Colorado	\$ 4,721.48	\$ (21,111.41)	\$ (16,389.93)	-29%
Nebraska	\$ 801.59	\$ -	\$ 801.59	100%
Idaho	\$ 1,474.76	\$ (719.98)	\$ 754.78	195%
Arizona	\$ 657.99	\$ -	\$ 657.99	100%
Total	\$ 42,090.57	\$ (18,630.95)	\$ 23,459.62	179%

Jan-01

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 24,850.03	\$ 1,553.52	\$ 26,403.55	94%
Minnesota	\$ 2,062.86	\$ (6,228.17)	\$ (4,165.31)	-50%
South Dakota	\$ 2,075.14	\$ (2,250.60)	\$ (175.46)	-1183%
North Dakota	\$ 2,258.41	\$ (8,738.89)	\$ (6,480.48)	-35%
Wyoming	\$ 1,295.63	\$ (2,281.45)	\$ (985.82)	-131%
Colorado	\$ 5,369.40	\$ (14,922.01)	\$ (9,552.61)	-56%
Nebraska	\$ 801.59	\$ (2,410.49)	\$ (1,608.90)	-50%
Idaho	\$ 1,470.84	\$ (2,661.83)	\$ (1,190.99)	-123%
Arizona	\$ 23.92	\$ -	\$ 23.92	100%

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CONTAINS TRADE SECRET DATA.

Total	\$ 40,207.82	\$ (37,939.92)	\$ 2,267.90	1773%
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Feb-01

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 25,243.71	\$ 30,521.05	\$ 55,764.76	45%
Minnesota	\$ 1,983.26	\$ (6,270.31)	\$ (4,287.05)	-46%
South Dakota	\$ 2,398.56	\$ (175.46)	\$ 2,223.10	108%
North Dakota	\$ 2,569.96	\$ (8,877.79)	\$ (6,307.83)	-41%
Wyoming	\$ 1,109.84	\$ (1,071.93)	\$ 37.91	2928%
Colorado	\$ 8,874.80	\$ (66,472.75)	\$ (57,597.95)	-15%
Nebraska	\$ 803.56	\$ (2,410.49)	\$ (1,606.93)	-50%
Idaho	\$ 1,478.54	\$ (2,579.22)	\$ (1,100.68)	-134%
Arizona	\$ 668.54	\$ 2,351.58	\$ 3,020.12	22%
Total	\$ 45,130.77	\$ (54,985.32)	\$ (9,854.55)	-458%

Mar-01

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 25,404.79	\$ 24,684.10	\$ 50,088.89	51%
Minnesota	\$ 1,966.09	\$ (4,287.05)	\$ (2,320.96)	-85%
South Dakota	\$ 2,323.67	\$ 2,223.10	\$ 4,546.77	51%
North Dakota	\$ 2,526.20	\$ (6,307.83)	\$ (3,781.63)	-67%
Wyoming	\$ 1,111.32	\$ 37.91	\$ 1,149.23	97%
Colorado	\$ 4,549.54	\$ (58,041.70)	\$ (53,492.16)	-9%
Nebraska	\$ 841.80	\$ (1,606.93)	\$ (765.13)	-110%
Idaho	\$ 1,561.41	\$ (1,100.68)	\$ 460.73	339%
Arizona	\$ 673.92	\$ (2,341.03)	\$ (1,667.11)	-40%
Total	\$ 40,958.74	\$ (46,740.11)	\$ (5,781.37)	-708%

Apr-01

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 25,142.67	\$ (25,404.79)	\$ (262.12)	-9592%
Minnesota	\$ 2,112.95	\$ (2,320.96)	\$ (208.01)	-1016%
South Dakota	\$ 2,140.18	\$ (2,223.10)	\$ (82.92)	-2581%
North Dakota	\$ 2,702.32	\$ (3,781.63)	\$ (1,079.31)	-250%

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Wyoming	\$ 1,117.91	\$ 366.56	\$ 1,484.47	75%
Colorado	\$ 1,684.97	\$ (56,047.39)	\$ (54,362.42)	-3%
Nebraska	\$ 788.04	\$ (765.13)	\$ 22.91	3440%
Idaho	\$ 1,462.74	\$ (2,113.09)	\$ (650.35)	-225%
Arizona	\$ 689.08	\$ (1,667.11)	\$ (978.03)	-70%
Total	\$ 37,840.86	\$ (93,956.64)	\$ (56,115.78)	-67%

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May-01

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 22,578.57	\$ (262.12)	\$ 22,316.45	101%
Minnesota	\$ 1,998.11	\$ (208.01)	\$ 1,790.10	112%
South Dakota	\$ 2,133.66	\$ (2,406.59)	\$ (272.93)	-782%
North Dakota	\$ 2,631.84	\$ (1,079.31)	\$ 1,552.53	170%
Wyoming	\$ 1,195.37	\$ 1,011.52	\$ 2,206.89	54%
Colorado	\$ 4,704.33	\$ 3,095.93	\$ 7,800.26	60%
Nebraska	\$ 788.27	\$ -	\$ 788.27	100%
Idaho	\$ 1,465.89	\$ (650.35)	\$ 815.54	180%
Arizona	\$ 684.73	\$ (978.03)	\$ (293.30)	-233%
Total	\$ 38,180.77	\$ (1,476.96)	\$ 36,703.81	104%

Jun-01

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 24,027.54	\$ 22,316.45	\$ 46,343.99	52%
Minnesota	\$ 1,988.69	\$ 1,790.10	\$ 3,778.79	53%
South Dakota	\$ 2,107.02	\$ (272.93)	\$ 1,834.09	115%
North Dakota	\$ 2,590.51	\$ 1,552.53	\$ 4,143.04	63%
Wyoming	\$ 1,126.36	\$ 369.48	\$ 1,495.84	75%
Colorado	\$ 4,157.50	\$ 5,072.24	\$ 9,229.74	45%
Nebraska	\$ 585.38	\$ 788.27	\$ 1,373.65	43%
Idaho	\$ 1,453.41	\$ 583.59	\$ 2,037.00	71%
Arizona	\$ 685.51	\$ (293.30)	\$ 392.21	175%
Total	\$ 38,721.92	\$ 31,906.43	\$ 70,628.35	55%

Jul-01

State	Current	Past Due	Total Due	% Current
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CONTAINS TRADE SECRET DATA

	Charges	Charges		
Iowa	\$ 23,471.75	\$ (19.04)	\$ 23,452.71	100%
Minnesota	\$ 1,974.04	\$ -	\$ 1,974.04	100%
South Dakota	\$ 2,155.65	\$ -	\$ 2,155.65	100%
North Dakota	\$ 2,535.31	\$ -	\$ 2,535.31	100%
Wyoming	\$ 1,131.43	\$ (505.19)	\$ 626.24	181%
Colorado	\$ 4,666.99	\$ 4,771.41	\$ 9,438.40	49%
Nebraska	\$ 699.67	\$ -	\$ 699.67	100%
Idaho	\$ 1,451.10	\$ 21.26	\$ 1,472.36	99%
Arizona	\$ 700.38	\$ -	\$ 700.38	100%
Total	\$ 38,786.32	\$ 4,268.44	\$ 43,054.76	90%

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Aug-01

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 2,887.53	\$ 9,552.01	\$ 12,439.54	23%
Minnesota	\$ 291.09	\$ 133.55	\$ 424.64	69%
South Dakota	\$ 935.45	\$ 4,361.25	\$ 5,296.70	18%
North Dakota	\$ 807.97	\$ 3,056.68	\$ 3,864.65	21%
Wyoming	\$ 1,170.57	\$ 769.52	\$ 1,940.09	60%
Colorado	\$ 14,016.42	\$ 9,438.40	\$ 23,454.82	60%
Nebraska	\$ 1,597.61	\$ 1,668.04	\$ 3,265.65	49%
Idaho	\$ 3,238.52	\$ 4,647.06	\$ 7,885.58	41%
Arizona	\$ 5,269.13	\$ 10,625.45	\$ 15,894.58	33%
Washington	\$ 2,277.03	\$ 6,355.31	\$ 8,632.34	26%
Oregon	\$ 2,218.47	\$ 3,176.10	\$ 5,394.57	41%
Utah	\$ 6,240.35	\$ 45,837.26	\$ 52,077.61	12%
New Mexico	\$ 1,946.60	\$ 4,325.69	\$ 6,272.29	31%
Montana	\$ 379.99	\$ 3,030.10	\$ 3,410.09	11%
Total	\$ 43,276.73	\$ 106,976.42	\$ 150,253.15	29%

Sep-01

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 30,726.37	\$ 6,174.70	\$ 36,901.07	83%
Minnesota	\$ 2,071.02	\$ 598.99	\$ 2,670.01	78%
South Dakota	\$ 2,033.95	\$ -	\$ 2,033.95	100%
North Dakota	\$ 2,189.21	\$ (1,679.30)	\$ 509.91	429%

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Wyoming	\$ 1,283.60	\$ 1,940.09	\$ 3,223.69	40%
Colorado	\$ 11,858.14	\$ 23,457.53	\$ 35,315.67	34%
Nebraska	\$ 1,237.06	\$ -	\$ 1,237.06	100%
Idaho	\$ 4,740.10	\$ 7,665.00	\$ 12,405.10	38%
Arizona	\$ 6,905.88	\$ 13,937.76	\$ 20,843.64	33%
Washington	\$ 2,959.64	\$ 8,589.47	\$ 11,549.11	26%
Oregon	\$ 2,750.23	\$ 5,357.14	\$ 8,107.37	34%
Utah	\$ 10,745.78	\$ 48,976.52	\$ 59,722.30	18%
New Mexico	\$ 2,401.82	\$ 6,272.29	\$ 8,674.11	28%
Montana	\$ 1,275.10	\$ 3,410.09	\$ 4,685.19	27%
Total	\$ 83,177.90	\$ 124,700.28	\$ 207,878.18	40%

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Oct-01

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 24,810.88	\$ 36,546.63	\$ 61,357.51	40%
Minnesota	\$ 2,059.64	\$ 1,446.71	\$ 3,506.35	59%
South Dakota	\$ 2,154.20	\$ -	\$ 2,154.20	100%
North Dakota	\$ 2,193.08	\$ 453.19	\$ 2,646.27	83%
Wyoming	\$ 1,106.07	\$ (342.93)	\$ 763.14	145%
Colorado	\$ 11,793.18	\$ 14,322.69	\$ 26,115.87	45%
Nebraska	\$ 972.38	\$ 1,237.06	\$ 2,209.44	44%
Idaho	\$ 3,827.43	\$ 697.24	\$ 4,524.67	85%
Arizona	\$ 5,878.06	\$ (1,204.93)	\$ 4,673.13	126%
Washington	\$ 2,891.53	\$ 2,461.62	\$ 5,353.15	54%
Oregon	\$ 2,319.67	\$ (27.02)	\$ 2,292.65	101%
Utah	\$ 10,445.16	\$ 23,739.02	\$ 34,184.18	31%
New Mexico	\$ 1,560.12	\$ 475.05	\$ 2,035.17	77%
Montana	\$ 1,596.13	\$ -	\$ 1,596.13	100%
Total	\$ 73,607.53	\$ 79,804.33	\$ 153,411.86	48%

Nov-01

State	Current Charges	Past Due Charges	Total Due	% Current

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CONTAINS TRADE SECRET DATA

Iowa	\$ 24,625.34	\$ 30,631.14	\$ 55,256.48	45%
Minnesota	\$ 2,065.07	\$ 1,435.33	\$ 3,500.40	59%
South Dakota	\$ 1,998.46	\$ 2,154.20	\$ 4,152.66	48%
North Dakota	\$ 2,217.03	\$ 2,646.27	\$ 4,863.30	46%
Wyoming	\$ 1,121.12	\$ 763.14	\$ 1,884.26	59%
Colorado	\$ 11,508.81	\$ 12,099.45	\$ 23,608.26	49%
Nebraska	\$ 1,145.58	\$ 2,209.44	\$ 3,355.02	34%
Idaho	\$ 3,475.61	\$ 4,537.20	\$ 8,012.81	43%
Arizona	\$ 5,898.11	\$ 4,577.98	\$ 10,476.09	56%
Washington	\$ 2,981.61	\$ 5,257.64	\$ 8,239.25	36%
Oregon	\$ 2,522.78	\$ 2,292.65	\$ 4,815.43	52%
Utah	\$ 10,617.36	\$ 34,184.18	\$ 44,801.54	24%
New Mexico	\$ 1,742.24	\$ 1,732.71	\$ 3,474.95	50%
Montana	\$ 1,632.63	\$ 1,596.13	\$ 3,228.76	51%
Total	\$ 73,551.75	\$ 106,117.46	\$ 179,669.21	41%

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Dec-01

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 24,760.86	\$ 30,445.60	\$ 55,206.46	45%
Minnesota	\$ 2,096.11	\$ 1,440.76	\$ 3,536.87	59%
South Dakota	\$ 1,880.70	\$ -	\$ 1,880.70	100%
North Dakota	\$ 1,840.42	\$ -	\$ 1,840.42	100%
Wyoming	\$ 1,121.41		\$ 1,121.41	100%
Colorado	\$ 11,843.99	\$ 306.27	\$ 12,150.26	97%
Nebraska	\$ 1,119.59	\$ -	\$ 1,119.59	100%
Idaho	\$ 3,435.99	\$ 4,185.38	\$ 7,621.37	45%
Arizona	\$ 6,314.79	\$ 234.57	\$ 6,549.36	96%
Washington	\$ 2,813.65	\$ 817.65	\$ 3,631.30	77%
Oregon	\$ 2,515.88	\$ 78.55	\$ 2,594.43	97%
Utah	\$ 10,162.68	\$ 23,739.02	\$ 33,901.70	30%
New Mexico	\$ 1,693.93	\$ 172.59	\$ 1,866.52	91%
Montana	\$ 1,665.78	\$ -	\$ 1,665.78	100%

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CONTAINS TRADE SECRET DATA

Total	\$ 73,265.78	\$ 61,420.39	\$ 134,686.17	54%
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Jan-02

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 23,954.57	\$ (5,820.26)	\$ 18,134.31	132%
Minnesota	\$ 2,048.66	\$ -	\$ 2,048.66	100%
South Dakota	\$ 1,931.41	\$ -	\$ 1,931.41	100%
North Dakota	\$ 1,967.19	\$ -	\$ 1,967.19	100%
Wyoming	\$ 1,070.84	\$ -	\$ 1,070.84	100%
Colorado	\$ 11,081.92		\$ 11,081.92	100%
Nebraska	\$ 1,118.46	\$ -	\$ 1,118.46	100%
Idaho	\$ 3,417.73	\$ 4,145.76	\$ 7,563.49	45%
Arizona	\$ 5,864.85	\$ (329.72)	\$ 5,535.13	106%
Washington	\$ 2,785.62	\$ (817.65)	\$ 1,967.97	142%
Oregon	\$ 2,842.76	\$ (226.75)	\$ 2,616.01	109%
Utah	\$ 10,160.93	\$ 17,694.12	\$ 27,855.05	36%
New Mexico	\$ 1,686.16	\$ (101.56)	\$ 1,584.60	106%
Montana	\$ 1,481.70	\$ -	\$ 1,481.70	100%
Total	\$ 71,412.80	\$ 14,543.94	\$ 85,956.74	83%

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Feb-02

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 22,945.81	\$ -	\$ 22,945.81	100%
Minnesota	\$ 2,054.14	\$ -	\$ 2,054.14	100%
South Dakota	\$ 1,833.49	\$ -	\$ 1,833.49	100%
North Dakota	\$ 1,944.19	\$ -	\$ 1,944.19	100%
Wyoming	\$ 1,073.47	\$ -	\$ 1,073.47	100%
Colorado	\$ 11,244.85	\$ (2.71)	\$ 11,242.14	100%
Nebraska	\$ 1,135.16	\$ -	\$ 1,135.16	100%
Idaho	\$ 6,327.76	\$ -	\$ 6,327.76	100%
Arizona	\$ 6,175.75	\$ 91.32	\$ 6,267.07	99%
Washington	\$ 3,067.86	\$ -	\$ 3,067.86	100%
Oregon	\$ 3,095.81	\$ -	\$ 3,095.81	100%

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Utah	\$ 10,526.10	\$ 756.05	\$ 11,282.15	93%
New Mexico	\$ 1,684.70	\$ -	\$ 1,684.70	100%
Montana	\$ 1,566.26		\$ 1,566.26	100%
Total	\$ 74,675.35	\$ 844.66	\$ 75,520.01	99%

Mar-02 Admin and DML Summary Bills added together starting this month

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa	\$ 35,001.86	\$ 3,285.36	\$ 38,287.22	91%
Minnesota	\$ 11,495.59	\$ 262.72	\$ 11,758.31	98%
South Dakota	\$ 3,793.60	\$ 2,107.03	\$ 5,900.63	64%
North Dakota	\$ 3,391.76	\$ -	\$ 3,391.76	100%
Wyoming	\$ 1,288.68	\$ -	\$ 1,288.68	100%
Colorado	\$ 21,901.15	\$ (6.79)	\$ 21,894.36	100%
Nebraska	\$ 5,134.71	\$ -	\$ 5,134.71	100%
Idaho	\$ 8,217.06	\$ (226.89)	\$ 7,990.17	103%
Arizona	\$ 9,501.24	\$ -	\$ 9,501.24	100%
Washington	\$ 11,229.79	\$ 3,067.86	\$ 14,297.65	79%
Oregon	\$ 3,867.62	\$ -	\$ 3,867.62	100%
Utah	\$ 15,686.34	\$ (27.89)	\$ 15,658.45	100%
New Mexico	\$ 4,177.18	\$ -	\$ 4,177.18	100%
Montana	\$ 2,350.02	\$ -	\$ 2,350.02	100%
Total	\$ 137,036.60	\$ 8,461.40	\$ 145,498.00	94%

Past Due amount due to movement of accounts.

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Apr-02

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa			\$ -	#DIV/0!
Minnesota			\$ -	#DIV/0!
South Dakota			\$ -	#DIV/0!
North Dakota			\$ -	#DIV/0!
Wyoming			\$ -	#DIV/0!
Colorado			\$ -	#DIV/0!
Nebraska			\$ -	#DIV/0!

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Idaho			\$ -	#DIV/0!
Arizona			\$ -	#DIV/0!
Washington			\$ -	#DIV/0!
Oregon			\$ -	#DIV/0!
Utah			\$ -	#DIV/0!
New Mexico			\$ -	#DIV/0!
Montana			\$ -	#DIV/0!
Total	\$ -	\$ -	\$ -	#DIV/0!

May-02

State	Current Charges	Past Due Charges	Total Due	% Current
Iowa			\$ -	#DIV/0!
Minnesota			\$ -	#DIV/0!
South Dakota			\$ -	#DIV/0!
North Dakota			\$ -	#DIV/0!
Wyoming			\$ -	#DIV/0!
Colorado			\$ -	#DIV/0!
Nebraska			\$ -	#DIV/0!
Idaho			\$ -	#DIV/0!
Arizona			\$ -	#DIV/0!
Washington			\$ -	#DIV/0!
Oregon			\$ -	#DIV/0!
Utah			\$ -	#DIV/0!
New Mexico			\$ -	#DIV/0!
Montana			\$ -	#DIV/0!
Total	\$ -	\$ -	\$ -	#DIV/0!

Trade Secret Data Ends]

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