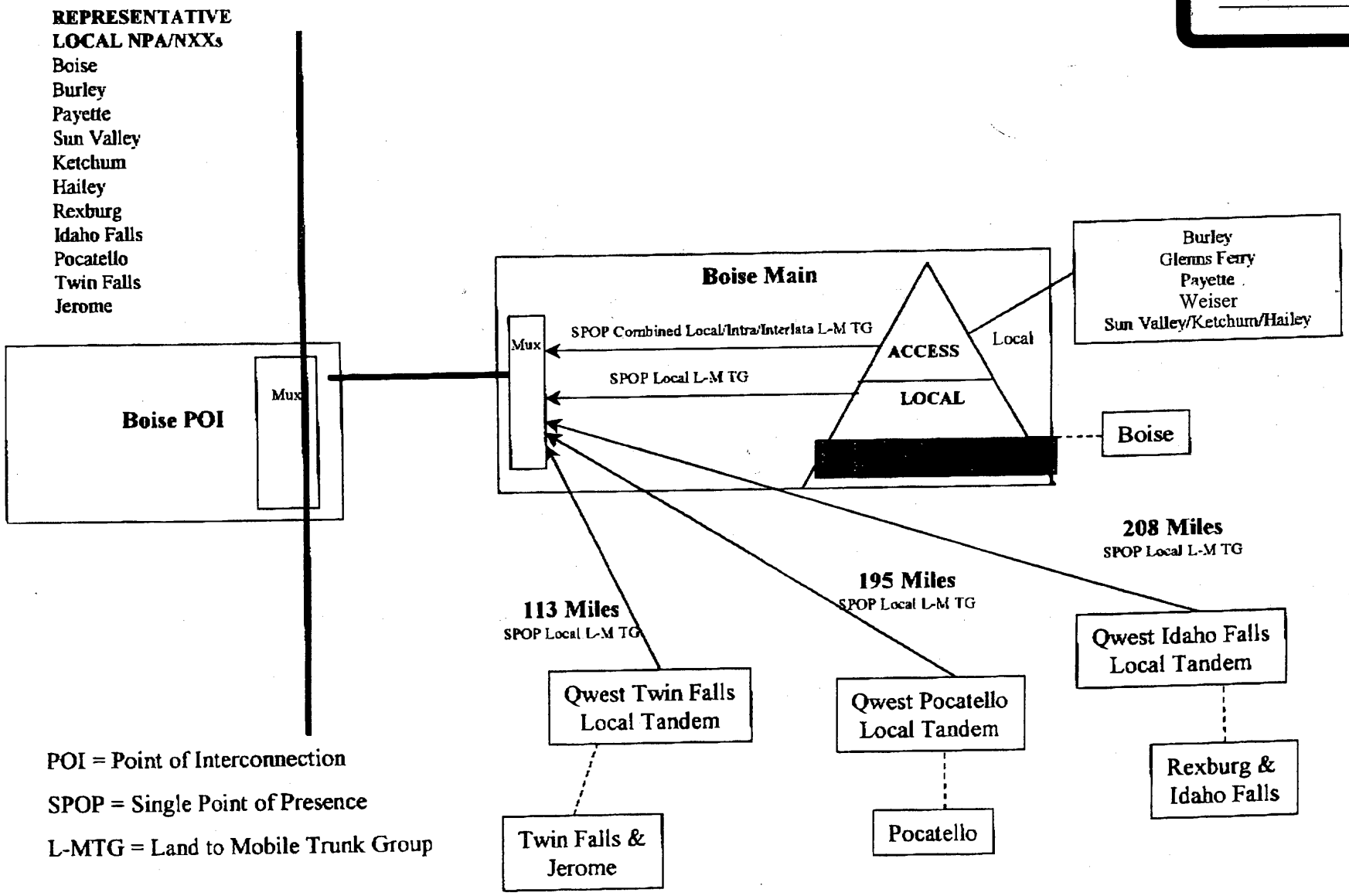
EXHIBIT
A

CONFIGURATION OF PAGEDATA PAGING SYSTEM



POI = Point of Interconnection

SPOP = Single Point of Presence

L-MTG = Land to Mobile Trunk Group

PAGE/DATA

July 21, 1998

Via Fax to: 1-800-335-5651

U.S. West
Attn: Susan Holtan
SDC Carrier Services
250 Bell Plaza, Room 601
Salt Lake City, UT 84111

Dear Ms. Holtan:

Request for ACNA

Please use this letter as authorization to obtain a three-letter ACNA (Abbreviated Customer Name) on my behalf from Bellcore. Joseph B. McNeal doing business as PageData provides paging and radio telephoning services. I understand that U.S. West will use this industry standard abbreviation to facilitate management of my account in their mechanized systems. My choices for ACNA, if available, are: (1) JAH, (2) CET, or (3) PGD.

Request to Convert to Wireless Type 1 Service

Please convert my existing services, listed on the attachment, to Type 1 Interconnection Service. I understand that U.S. West will begin the rates associated with Type 1 Interconnection Services per the tariff governing "Facilities for Radio Carriers" for the State of Idaho as of the date this letter is received by U.S. West.

It is further requested that a refund be made with regard to the attached accounts for overpayments made since the effective date of the Telecommunications Act of 1996. Previous billings on said accounts were based on the small business group tariff, when they should have been billed on the tariff herewith requested.

The undersigned represents that it will use the requested facilities primarily in its capacity as an FCC licensed paging carrier. Please contact us at (208) 375-9844 in the event that you have any questions. You may also contact our attorney, Jim Jones, at (208) 385-9200.

Sincerely,

Joseph B. McNeal

EXHIBIT
B

Exhibit No. 111
Case No. USW-T-99-24
Joseph McNeal, Petitioner
000008

PO Box 15509
Boise, Idaho 83715

Telephone (208) 375-9844
Facsimile (208) 373-7159

6610 Overland Road
Boise, Idaho 83709

INTERPAGE LINES SWITCHING TO PAGEDATA

	Account		Location
1	208-642-8000-188B		220 E. Meridian - Payette phone
2	208-884-8822-639B		Meridian OID # - Call forward
3	208-373-9000-160B		6610 Overland Road
4	L-208-111-1770-117M (208-B111-1770-117M)		350 N. Milwaukee summary
	12 DID lines Acct.		
	1	208-226-3040-734B	American Falls Block
	2	208-234-3800-714B	Pocatello Block
	3	208-324-1950-783B	Jerome Block
	4	208-359-6900-868B	Rexburg Block
	5	208-522-7386-715B	Dial up modem line -Idaho Falls
	6	208-525-3000-774B	Idaho Falls
	7	208-587-0500-757B	Mtn. Home Block
	8	208-677-8000-053B	Burley Block
	9	208-684-9000-072B	Blackfoot Block
	10	208-736-5400-773B	Twin Falls Block
	11	208-788-6800-888B	Sun Valley Block
	12	208-893-9100-703B	Meridian Block
			~~350 N. Milwaukee~~ 6610 overland
5	L208-336-4203-698M (L208-D336-4203-698M)		220 E. Fairview - Beep 4 wire Meridian to Boise
6	L208-356-5271-514M (L208-D356-5271-514M)		47 E. Rexburg - 854 Lindsey Blvd (temp base 4 wire from Idaho Falls to Rexburg)
7	L-208-111-1771-771M (L208-B111-1771-771M)		DID LINES
	1	208-233-1284-822B	656 S. 2nd Ave. - Pocatello
	2	208-733-9450-704B	273 Bluelakes Blvd. S. - Twin
	3	208-884-8365-843B	220 E. Fairview - Meridian
8	L-208-111-1769-769M		DID LINES
	1	208-232-7709	DID lines Pocatello/Idaho Falls
		208-232-7722	DID lines Pocatello/Idaho Falls
	2	208-888-5152	DID lines Meridian/Boise
		208-888-5156	DID lines Meridian/Boise

Exhibit No. 111
Case No. USW-T-99-24
Joseph McNeal, Petitioner

PAGE/DATA

August 29, 1998

US West
Carrier Services Group
Salt Lake City, UT

ATTENTION: Cheryl Frasier, 801-239-4070 Fax
Susan Holtan, 800-335-5651 Fax
Velvet Shearer,, 801-239-4070 Fax
Rhonda Belka, 801-239-4070 Fax

RE: PageData, ACNA PDD

We are requesting assistance from the design engineers at US West. We need to make some adjustments in the design of how our paging calls and numbers are being transported across the state of Idaho.

We are currently using a private network where we have leased lines from US West (point to point 2- and 4-wire circuits) connected together with Motorola UDS v.34 modems. These modems and paging terminals are currently located at Idaho Falls (854 Lindsey Blvd., KUPI address); Pocatello (656 S. 2nd Ave, Idaho Power address); Twin Falls (273 Blue Lakes Blvd, Idaho Power address); Meridian (220 E. Fairview, Tel-Car address); and Boise at 6610 Overland Rd. The network sends TNPP packets between the paging terminals. This system has been unreliable and was set up under the old US West local calling areas. Because the current setup is so unreliable in routing we are losing customers and business from Twin Falls to Idaho Falls. Some of our customers are Idaho State Police, Idaho Department of Transportation, school districts, firefighters, doctors, attorneys and numerous other businesses and individuals.

Our main paging terminal is located in Meridian at 220 E. Fairview, but we want to move it to our office at 6610 Overland in Boise. At 6610 Overland Rd., Boise, we currently have eight DID lines and one 4-wire circuit. We need to have a T-1 installed at 6610 Overland Rd., Boise, Idaho and have an order pending with US West for this T-1. All facilities are in place at 6610 Overland to install the T-1 per previous work orders by US West and ourselves.

We need to have the services currently located in Meridian at 220 E. Fairview moved to 6610 Overland Rd, Boise, Idaho. We presently have eight DID lines and three 4-wire circuits and one 2-wire circuit in Meridian. One of the 4-wire circuits will need to change the routing connection from Meridian:Northern Idaho to Boise:Northern Idaho. We think this is through PacNet. Password has an order with their vendor to move the circuit when we move our other system from Meridian to Boise. The 4-wire circuit that connects Meridian to 6610 Overland, Boise will not be needed once the equipment is moved to Boise. We will need the 4-wire and 2-wire connections between Meridian and Boise (Idaho Power) connected from 6610 Overland to Idaho Power in Boise. We also have numbers from Payette and Mountain Home that are routed to Meridian. These will need to be changed to route to our Boise office.

PO Box 15509
Boise, Idaho 83715

Telephone (208) 375-9844
Facsimile (208) 373-7159

6610 Overland Road
Boise, Idaho 83705

Exhibit No. 111
Case No. USW-T-99-24
Joseph McNeal, Petitioner
000010

We will also need to have the Meridian numbers routed to our Boise location. The phone numbers that we presently have going to paging terminals in Idaho Falls, Pocatello, and Twin Falls we would like to route to our Boise office (once the main terminal is moved from Meridian to Boise).

Our current system in Boise uses four digit read-out for telephone numbers, but the other terminal locations utilize a seven digit telephone read-out. Once we move the system to Boise from Meridian we will need to have all systems use the seven digit read-out. We are not sure if we are using the proper terms or not.

We will need to have a cost breakout of all costs involved in changing the system such as costs for moving the circuits and lines; routing all numbers to our Boise location; and any other one time or recurring costs involved in changing the set up of the system.

We have attached some information sheets that detail our account numbers and circuits. If the design engineers at US West have any other suggestions or recommendations on how to make the system more efficient and reliable, we look forward to hearing from them. We are aware of the current labor problems with US West, but we would appreciate a timely response. If you have any questions, I can be reached at (208) 375-9844.

Sincerely,

Joseph B. McNeal

Exhibit No. 111
Case No. USW-T-99-24
Joseph McNeal, Petitioner

PAGEDATA PAGING ACCOUNTS

Account	# of DID Trunks	Phone # blocks	# of #'s	# totals	Address of Account
BOISE TERMINAL					
208-373-9000	8				6610 Overland Rd., Boise, Idaho
		373-9000 - 9999	1000		
		321-6000 - 6999	1000		
				2000	Total
39.UGDA.307262		4-wire circuit Boise to Meridian			6610 Overland Rd., Boise to 220 E. Fairview, Meridian
MERIDIAN TERMINAL					
208-893-9100	4 (6?)				220 E. Fairview, Meridian
		895-5400 - 5499	100		
		895-5500 - 5599	100		
		895-5600 - 5699	100		
		895-5700 - 5799	100		
		893-9100 - 9199	100		
		893-9200 - 9299	100		
		893-9300 - 9399	100		
		893-9400 - 9499	100		
		893-9500 - 9599	100		
		893-9600 - 9699	100		
		895-3000 - 3099	100		
		895-3100 - 3199	100		
		895-3600 - 3799	200		
		895-5300 - 5399	100		
				1500	**Total**
208-587-0500	2				220 E. Fairview Ave., Meridian (Mtn Home in Meridian)
		587-0500 - 0599	100		
		587-1800 - 1899	100		
				200	**Total**
208-642-8000	2				220 E. Fairview Ave., Meridian (Payette/Ontario in Meridian)
		642-8000 - 8119	200		
		642-6620 - 6679	60		
				260	**Total**
39.UGDA.307262		4-wire circuit Meridian to Boise (PageData)			220 E. Fairview, Meridian to 6610 Overland, Boise

Exhibit No. 111
Case No. USW-T-99-24
Joseph McNeal, Petitioner

PAGEDATA PAGING ACCOUNTS

Account	# of DID Trunks	Phone # blocks	# of #'s	# totals	Address of Account
3OFDDA332096		2-wire circuit Meridian to Boise (Idaho Power)			220 E. Fairview, Meridian to _____ Boise
3OFDDA302797		4-wire circuit Meridian to Boise (Idaho Power)			220 E. Fairview, Meridian to _____ Boise
PacNet # CKR-7270		4-wire circuit to Password			
TWIN FALLS TERMINAL					
208-736-5400	3				273 Blue Lakes Blvd, Twin Falls
		736-5400 - 5499	100		(including 736-5260 - 5399?)
		736-5500 - 5599	100		
		736-5100 - 5159	60		
		736-5160 - 5259	100		
		732-5000 - 5199	200		
		735-5600 - 5899	300		
				860 Total	
208-677-8000	2				273 Blue Lakes Blvd., Twin Falls
		677-8000 - 8099	100		(Burley in Twin Falls)
		677-8140 - 8159	30		(677-8130 - 8159?)
		677-8240 - 8279	40		(677-8230 - 8289?)
		677-8440 - 8499	60		
		677-6800 - 6899	100		
		677-8630 - 8689	60		
				390 Total	
208-324-1950	1				273 Blue Lakes Blvd., Twin Falls
		324-1900 - 1999	100		(Jerome in Twin Falls)
				100 Total	
208-788-6800	1 (2?)				273 Blue Lakes Blvd, Twin Falls
		788-6800 - 6999	200		(Hailey in Twin Falls)
				200 total	
IDAHO FALLS TERMINAL					
208-522-7386					854 Lindsey Blvd., Idaho Falls (Plain old Telephone Service)

Exhibit No. 111
Case No. USW-T-99-24
Joseph McNeal, Petitioner

PAGEDATA PAGING ACCOUNTS

Account	# of DID Trunks	Phone # blocks	# of #'s	# totals	Address of Account
208-525-3000	3				854 Lindsey Blvd, Idaho Falls
		525-3000 - 3199	200		
		525-3800 - 3899	100		
		542-2000 - 2099	100		
		542-2100 - 2199	100		
		542-3400 - 3599	200		
		542-4700 - 4899	200		
				900 Total	
208-359-6900	2				854 Lindsey Blvd, Idaho Falls
		359-4800 - 4899	100		(Rexburg in Idaho Falls)
		352-3200 - 3259	60		
				160 total	
3OFDDA302800		4-wire circuit Pocatello to Idaho Falls			
3OFDDA605170		4-wire circuit Pocatello to Idaho Falls (use 2nd pair for 2 wire audio)			
39UGDA305455..MS		4-wire T/R Idaho Falls to Rexburg 2-wire audio Idaho Falls to Rexburg			
POCATELLO TERMINAL					
208-234-3800	3				656 S. 2nd Ave, Pocatello
		234-3800 - 3899	100		
		234-3900 - 3999	100		
		235-4800 - 4899	100		
		235-4900 - 4999	100		
		235-5000 - 5099	100		
		235-5100 - 5199	100		
				600 total	
208-684-9000	2				656 S. 2nd Ave, Pocatello
		684-9000 - 9099	100		(Blackfoot in Pocatello)
		684-5600 - 5659	60		(684-5600 - 5699?)
				160 total	
208-226-3040	1				656 S. 2nd Ave, Pocatello
		226-3040 - 3099	50		(American Falls in Pocatello)
				50	

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Exhibit No. 111
Case No. USW-T-99-24
Joseph McNeal, Petitioner

PAGEDATA PAGING ACCOUNTS

Account	# of DID Trunks	Phone # blocks	# of #'s	# totals	Address of Account
3OFDDA302800		4-wire circuit Pocatello to Idaho Falls			
3OFDDA605170		2-wire circuit Pocatello to Idaho Falls			
Total Trunks	29			7380 Total #'s	

OLD INTERPAGE #'S (NOT HOOKED UP ANYMORE)

Boise Mall

327-1888	Line 1	
327-8970	Line 2	
327-0346	Line 3	
327-0571	Line 4	
322-2857	Line 5	
327-0983	Fax line	
322-2319	alphamate	
327-0993	Kirk's modem/Garret	
327-1843	Andy's modem/Barb	
322-3050	BP1 Agent Access	(888) 205-0277
322-3635	BP2 Agent Access	

NOT SURE OF STATUS

Meridian

884-8368	Overdial # Armored Security	(800) 390-9681
884-1182	Overdial # Ontario	(888) 202-5088
884-8359	Dial up Modem	
884-8367	local equipment room phone	
884-1069	modem dialup/backup	
884-8365	dial up modem for e-mail delivery	(888) 698-3983

Twin Falls

733-9450	dialup modem	(888) 205-0277
733-3801	dialup modem backup (Twin to Poky backup)(answer)	
733-5622	dialup modem backup (Twin to Boise backup) (originate)	

Pocatello

233-1284	dialup modem	(888) 202-1284
233-2746	dialup modem/backup (originate)	

000015

Exhibit No. 111
Case No. USW-T-99-24
Joseph McNeal, Petitioner

PAGEDATA PAGING ACCOUNTS

Account	# of DID Trunks	Phone # blocks	# of #'s	# totals	Address of Account
3ORTNA302806		2 wire US West data 656 S. 2 Ave, Pocatello)			
Idaho Falls					
522-7386		dial up modem		(888) 202-5086	

Exhibit No. 111
Case No. USW-T-99-24
Joseph McNeal, Petitioner

PAGE DATA

Payment Compare Qwest vs PageData Figu...
Idaho Only

Qwest: Payments for Invoices 11-96 thru 8-99 Itemized
PageData: Payments for Invoices 1-96 thru 9-99

DID Service

Account Number	Pmt per PageData by Account	Pmt per Qwest by Account	PageData Total Summary + SubAccount	Qwest Total Summary + SubAccount
208 R51-0454 454	$ -	$ 87,389.76	$0.00	$87,389.76
Total 208 111-1770	$ 87,569.33	$ 79,419.71		
208 234-3800 / 208 111-1770	$ 5,729.22	$ -		
208 788-6800 / 208 111-1770	$ 1,674.00	$ 1,596.43		
Total 208 736-5400 / 208 111-1770	$ 8,946.79	$ 1,242.53		
Total 208 324-1950 / 208 111-1770	$ 3,415.86	$ 607.76		
Total 208 677-8000 / 208 111-1770	$ 6,159.00	$ 1,239.84		
Total 208 226-3040 / 208 111-1770	$ 3,536.50	$ 1,057.95		
Total 208 587-0500 / 208 111-1770	$ 7,322.43	$ 2,639.42		
208 684-9000 / 208 111-1770	$ 8,414.45	$ -		
Total 208 359-6900/208 111-1770	$ 6,520.19	$ 2,266.69		
208 893-9100 / 208 111-1770	$ 11,646.81	$ 3,090.14		
Total 208 525-3000/208 111-1770	$ 6,206.30	$ 2,147.21		
Total Summary/Sub 208 111-1770			$157,476.10	$95,307.68
Total 208 642-8000	$ 8,372.23	$ 8,912.34		
Total 208 373-9000	$ 15,128.37	$ 16,238.15		
Total DID Payments / Adjustments	$ 180,641.48	$ 207,847.93		

Private Line Accounts (Leased Lines)

Account Number	Pmt per PageData	Pmt per Qwest	PageData Total Summary + SubAccount	Qwest Total Summary + SubAccount
208 R55-2313 312	$ -	$ -		
Total 208 111-1769	$ 6,303.00	$ 12,162.94		
Total 208 232-7709/L 208 111-1769	$ 1,712.04	$ 2,963.44		
Total 208 232-7722/L208 111-1769	$ 1,787.60	$ 1,079.43		
Total 208 888-5152/L 208 111-1769	$ -	$ 2,127.21		
Total 208 888-5156/L 208 111-1769	$ 2,759.96	$ 1,646.76		
Total Summary/Sub 208 111-1769			$12,562.60	$19,979.78
Total Private Line (Leased Lines) Pmt/Adj	$ 12,562.60	$ 19,979.78		

Business Lines (POTS)

Account Number	Pmt per PageData	Pmt per Qwest	PageData Total Summary + SubAccount	Qwest Total Summary + SubAccount
Total 208 111-1771	$ 12,264.14	$ 10,314.23		
Total 208 733-9450/L 208 111-1771	$ 3,037.52	$ 614.04		
Total 208 233-1284/L 208 111-1771	$ 6,453.73	$ 596.64		
208 884-8365/L 208 111-1771	$ 4,442.41	$ -		
Total Summary/Sub 208 111-1771			$16,197.80	$11,524.91
Total 208 884-8822	$ 2,984.43	$ 2,049.73		
Total 208 522-7386	$ 337.22	$ 545.90		
Total POTS Payments / Adjustments	$ 29,519.45	$ 14,120.54		

Other Accounts not on Qwest Itemization of Payments

Account Number	Pmt per PageData	Pmt per Qwest	PageData Total Summary + SubAccount	Qwest Total Summary + SubAccount
208 336-4203	$ 9,344.57	$ 1,991.40		
208 356-5271	$ 1,224.53	$ 1,688.86		
T-1 Lines				
208 327-8990-8022	$ 1,635.37	no info		
208 375-6027-7998	$ 606.67	no info		
208 375-6023-8008	$ 675.16	no info		
T1 Line Installation Fee	$ 976.86	no info		
Total T-1 Lines	$ 3,894.06	no info		
Frame Relay				
208 D08-6826	$ 990.20	no info		
#178793	$ 2,579.14	no info		
Total Frame Relay	$ 3,569.34	no info		
Total Other Payments/Adjustments	$ 18,032.50	$ 3,680.26		
Total Payments all Accounts	$ 240,756.03	$ 245,628.51		

EXHIBIT
C

srfraser 9/10/01
Proprietary to Qwest

EXHIBIT
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1 of 1

PageData Pmts vs Qwest Records.9-10-01.srf/PmtCompare

PAGE DATA

Itemization of Payments 11-96 thru 8-99
Idaho Only

Payments for Invoices 11-96 thru 8-99 Itemized

Account Number	Payment /Adjustment Date	Payment /Adjustment Amount
DID Service		
208 R51-0454 454	Transferred from CRIS 8-99	$87,389.76
208 111-1770	Mar-97	$8,567.84
208 111-1770	Apr-97	$3,593.88
208 111-1770	Apr-97	$216.66
208 111-1770	May-97	$3,867.79
208 111-1770	Jul-97	$3,821.65
208 111-1770	Aug-97	$4,697.51
208 111-1770	Aug-97	$4,109.48
208 111-1770	Sep-97	$4,002.37
208 111-1770	Oct-97	$3,932.71
208 111-1770	Dec-97	$6,262.10
208 111-1770	Feb-98	$5,976.76
208 111-1770	Feb-98	$4,952.53
208 111-1770	Mar-98	$5,078.76
208 111-1770	Mar-98	$4,947.18
208 111-1770	May-98	$4,949.06
208 111-1770	May-98	$41.15
208 111-1770	May-98	$1.23
208 111-1770	Jun-98	$4,731.70
208 111-1770	Jun-98	$2,841.43
208 111-1770	Aug-98	$2,827.90
208 111-1770	Mar-99	$69,217.69
208 111-1770	Jul-99	($69,217.67)
208 788-6800 / 208 111-1770	Dec-97	$1,596.43
208 736-5400 / 208 111-1770	Nov-96	($250.80)
208 736-5400 / 208 111-1770	Dec-96	$436.02
208 736-5400 / 208 111-1770	Feb-97	$1,057.31
208 324-1950 / 208 111-1770	Dec-96	$454.47
208 324-1950 / 208 111-1770	Feb-97	$153.29
208 677-8000 / 208 111-1771	Nov-96	$493.12
208 677-8000 / 208 111-1771	Dec-96	$370.96
208 677-8000 / 208 111-1771	Jan-97	$375.76
208 226-3040 / 208 111-1771	Jan-97	$368.01
208 226-3040 / 208 111-1771	Jan-97	$252.81
208 226-3040 / 208 111-1771	Mar-97	$437.13
208 587-0500 / 208 111-1771	Dec-96	$389.36
208 587-0500 / 208 111-1771	Jan-97	$302.74
208 587-0500 / 208 111-1771	Jan-97	$400.80
208 587-0500 / 208 111-1771	Mar-97	$1,546.52
208 684-9000 / 208 111-1771	no pmts	$0.00
208 359-6900 / 208 111-1771	Dec-96	$1,778.56
208 359-6900 / 208 111-1771	Feb-97	$488.13
208 893-9100 / 208 111-1771	Mar-97	$3,090.14
208 525-3000 / 208 111-1771	Dec-96	$373.49
208 525-3000 / 208 111-1771	Feb-97	$1,281.60
208 525-3000 / 208 111-1771	Mar-97	$492.12
208 642-8000	Jul-97	$1,335.08
208 642-8000	Aug-97	$1,443.62

PROPRIETARY TO QWEST
srfraser 8/29/2001

EXHIBIT
4
1 of 4

Payments.xls/Pymnts-PD

PAGE DATA

Itemization of Payments 11-96 thru 8-99
Idaho Only

Account Number	Payment /Adjustment Date	Payment /Adjustment Amount
208 642-8000	Sep-97	$574.66
208 642-8000	Oct-97	$572.60
208 642-8000	Nov-97	$572.60
208 642-8000	Dec-97	$572.60
208 642-8000	Jan-98	$645.87
208 642-8000	Feb-98	$598.06
208 642-8000	May-98	$1,170.38
208 642-8000	Jun-98	$583.65
208 642-8000	Jun-98	$585.72
208 642-8000	Jul-98	$585.73
208 642-8000	Aug-98	$604.55
208 642-8000	Apr-99	$8,483.90
208 642-8000	Jun-99	($932.78)
208 642-8000	Aug-99	($8,484.90)
208 642-8000	Sep-99	$1.00
208 373-9000	Mar-97	$2,079.86
208 373-9000	Apr-97	$354.71
208 373-9000	Jun-97	$354.71
208 373-9000	Jun-97	$9.29
208 373-9000	Jul-97	$10.82
208 373-9000	Jul-97	$358.21
208 373-9000	Jul-97	$391.19
208 373-9000	Sep-97	$357.04
208 373-9000	Oct-97	$718.35
208 373-9000	Nov-97	$1,208.88
208 373-9000	Nov-97	$671.46
208 373-9000	Dec-97	$17.65
208 373-9000	Dec-97	$1,872.64
208 373-9000	Feb-98	$803.07
208 373-9000	Mar-98	$832.83
208 373-9000	Mar-98	$822.23
208 373-9000	May-98	$865.94
208 373-9000	Jul-98	$686.32
208 373-9000	Aug-98	$1,060.65
208 373-9000	Sep-98	$1,798.57
208 373-9000	Mar-99	$20.75
208 373-9000	Mar-99	$5.10
208 373-9000	Mar-99	$5.10
208 373-9000	Apr-99	$9,687.19
208 373-9000	Apr-99	$932.78
208 373-9000	Aug-99	($9,687.19)
Total DID Payments / Adjustments		$207,847.93
Private Line Accounts (Leased Lines)		
208 R55-2313 312	no pmts	$0.00
L 208 111-1769	04/29/1997	$1,203.34
L 208 111-1769	05/05/1997	$571.66
L 208 111-1769	06/11/1997	$599.94
L 208 111-1769	07/02/1997	$697.00
L 208 111-1769	08/14/1997	$697.00
L 208 111-1769	09/02/1997	$697.00
L 208 111-1769	11/10/1997	$1,394.00
L 208 111-1769	12/22/1997	$697.00

PROPRIETARY TO QWEST
srfraser 8/29/2001

EXHIBIT
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Payments.xls/Pymnts-PD

PAGE DATA

Itemization of Payments 11-96 thru 8-99
Idaho Only

Account Number	Payment /Adjustment Date	Payment /Adjustment Amount
L 208 111-1769	01/21/1998	$1,394.00
L 208 111-1769	02/26/1998	$697.00
L 208 111-1769	05/19/1998	$697.00
L 208 111-1769	06/08/1998	$1,394.00
L 208 111-1769	08/03/1998	$697.00
L 208 111-1769	09/21/1998	$727.00
L 208 232-7709/L 208 111-1769	11/12/1996	$1,164.10
L 208 232-7709/L 208 111-1769	12/26/1996	$225.95
L 208 232-7709/L 208 111-1769	01/16/1997	$233.50
L 208 232-7709/L 208 111-1769	03/03/1997	$1,339.89
L 208 232-7722/L 208 111-1769	12/26/1996	$424.83
L 208 232-7722/L 208 111-1769	01/16/1997	$216.05
L 208 232-7722/L 208 111-1769	03/03/1997	$438.55
L 208 888-5152/L 208 111-1769	11/12/1996	$273.00
L 208 888-5152/L 208 111-1769	12/26/1996	$121.50
L 208 888-5152/L 208 111-1769	03/03/1997	$1,732.71
L 208 888-5156/L 208 111-1769	11/12/1996	$273.00
L 208 888-5156/L 208 111-1769	03/03/1997	$1,373.76
Total Private Line (Leased Lines) Payments / Adjustments		$19,979.78
Business Lines (POTS)		
L 208 111-1771	04/01/1997	$621.09
L 208 111-1771	05/27/1997	$623.05
L 208 111-1771	06/11/1997	$169.49
L 208 111-1771	07/02/1997	$593.34
L 208 111-1771	08/14/1997	$489.83
L 208 111-1771	08/21/1997	$572.14
L 208 111-1771	09/29/1997	$330.18
L 208 111-1771	10/16/1997	$330.18
L 208 111-1771	10/24/1997	$365.54
L 208 111-1771	12/22/1997	$37.40
L 208 111-1771	01/21/1998	$790.60
L 208 111-1771	02/26/1998	$806.68
L 208 111-1771	04/09/1998	$545.45
L 208 111-1771	05/19/1998	$617.57
L 208 111-1771	06/08/1998	$838.20
L 208 111-1771	07/13/1998	$1,081.93
L 208 111-1771	07/28/1998	$884.22
L 208 111-1771	09/08/1998	$617.34
208 733-9450/L 208 111-1771	12/11/1996	$250.80
208 733-9450/L 208 111-1771	01/09/1997	$104.00
208 733-9450/L 208 111-1771	01/10/1997	$259.24
208 233-1284/L 208 111-1771	11/12/1996	$282.90
208 233-1284/L 208 111-1771	12/26/1996	$109.86
208 233-1284/L 208 111-1771	01/16/1997	$101.94
208 233-1284/L 208 111-1771	03/31/1997	$101.94
208 884-8822	11/12/1997	$741.88
208 884-8822	01/16/1997	$1,110.64
208 884-8822	03/03/1997	$197.21
208 522-7386	Dec-96	$165.62
208 522-7386	Feb-97	$380.28
Total Payments / Adjustments		$14,120.54

PROPRIETARY TO QWEST
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Payments.xls/Pymnts-PD

PAGE DATA

hemization of Payments 11-96 thru -99
Idaho Only

Account Number	Payment /Adjustment Date	Payment /Adjustment Amount
208 642-8000	Sep-97	$574.66
208 642-8000	Oct-97	$572.60
208 642-8000	Nov-97	$572.60
208 642-8000	Dec-97	$572.60
208 642-8000	Jan-98	$645.87
208 642-8000	Feb-98	$598.06
208 642-8000	May-98	$1,170.38
208 642-8000	Jun-98	$583.65
208 642-8000	Jun-98	$585.72
208 642-8000	Jul-98	$585.73
208 642-8000	Aug-98	$604.55
208 642-8000	Apr-99	$8,483.90
208 642-8000	Jun-99	($932.78)
208 642-8000	Aug-99	($8,484.90)
208 642-8000	Sep-99	$1.00
208 373-9000	Mar-97	$2,079.86
208 373-9000	Apr-97	$354.71
208 373-9000	Jun-97	$354.71
208 373-9000	Jun-97	$9.29
208 373-9000	Jul-97	$10.82
208 373-9000	Jul-97	$358.21
208 373-9000	Jul-97	$391.19
208 373-9000	Sep-97	$357.04
208 373-9000	Oct-97	$718.35
208 373-9000	Nov-97	$1,208.88
208 373-9000	Nov-97	$671.46
208 373-9000	Dec-97	$17.65
208 373-9000	Dec-97	$1,872.64
208 373-9000	Feb-98	$803.07
208 373-9000	Mar-98	$832.83
208 373-9000	Mar-98	$822.23
208 373-9000	May-98	$865.94
208 373-9000	Jul-98	$686.32
208 373-9000	Aug-98	$1,060.65
208 373-9000	Sep-98	$1,798.57
208 373-9000	Mar-99	$20.75
208 373-9000	Mar-99	$5.10
208 373-9000	Mar-99	$5.10
208 373-9000	Apr-99	$9,687.19
208 373-9000	Apr-99	$932.78
208 373-9000	Aug-99	($9,687.19)
Total DID Payments / Adjustments		$207,847.93
Private Line Accounts (Leased Lines)		
208 R55-2313 312	no pmts	$0.00
L 208 111-1769	04/29/1997	$1,203.34
L 208 111-1769	05/05/1997	$571.66
L 208 111-1769	06/11/1997	$599.94
L 208 111-1769	07/02/1997	$697.00
L 208 111-1769	08/14/1997	$697.00
L 208 111-1769	09/02/1997	$697.00
L 208 111-1769	11/10/1997	$1,394.00
L 208 111-1769	12/22/1997	$697.00

PROPRIETARY TO QWEST
srfraser 8/29/2001

EXHIBIT
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Payments.xls/Pymnts-PD

PAGE DATA

Qwest Exhibit 3
Recalculated Summary of Charges
Idaho Only

Paging Pre-251 Agreement		Total IABS Billing thru 8-99	Total Billed	Taxes 11-96 thru 8-99	Total Taxes	LPC		Misc Adjust-ments	Total		Payments	Net
"Local" Facilities /Type 1	Note 1	$51,745	$51,745	$2,712	$2,712	$1,807			$56,264			$56,264
"Local" Facilities /Type 2		$0	$0	$0	$0	$0			$0			$0
NonLocal Facilities /Type 1	Note 2	$6,876	$6,876	$360	$360	$240			$7,476			$7,476
NonLocal Facilities/Type 2		$0	$0	$0	$0	$0			$0			$0
Total Intrcnnctn Facilities	Note 3	$58,620	$58,620	$3,073	$3,073	$2,047		$0	$63,740		$0	$63,740
800 PageLine /Type I		$3,613	$3,613	$189	$189	$126			$3,928			$3,928
Wide Area Calling		$0	$0	$0	$0	$0			$0			$0
WAC Usage /Type 2		$0	$0	$0	$0	$0			$0			$0
Total WAC /800 Pageline		$3,613	$3,613	$189	$189	$126		$0	$3,928		$0	$3,928
SelfHealing Protection		$0	$0	$0	$0	$0			$0			$0
DID Number Activation		$520	$520	$27	$27	$18			$565			$565
Less DID Credits	Note 4	$0	$0	$0	$0				$0			$0
DID Number Reservation		$0	$0	$0	$0	$0			$0			$0
Misc		$0	$0	$0	$0	$0			$0			$0
Total Miscellaneous		$520	$520	$27	$27	$18		$0	$565		$0	$565
Total NonInterconnection		$4,132	$4,132	$217	$217	$144		$0	$4,493		$0	$4,493
Grand Total		$62,753	$62,753	$3,289	$3,289	$2,191	Note 5	$56,335	$124,568	Note 6	($87,390)	$37,178

	ORIGINAL RERATE INFORMATION:		*CREDIT AMOUNT ADJUSTED BY RERATE FACTOR:*	
			0.991	
	Billed	$124,568	Billed	$123,447
	Rerate Credit	($35,795)	Rerate Credit	($35,473)
	Taxes	($1,876)	Taxes	($1,859)
	LPC Adj	($2,191)	LPC Adj	($2,191)
	CRIS Rerate Credit	($31,684)	CRIS Rerate Credit	($31,399)
Note 7	CRIS Tax Credit	($1,901)	CRIS Tax Credit	($1,884)
	Conversion Overbilling	($412)	Conversion Overbilling	($412)
Note 8	Total Credit Due Page Data for Settlement	($73,858)	Total Credit Due Page Data for Settlement	($73,217)
	New Amt Billable	$50,710	New Amt Billable	$50,230
Note 9	Payments	($87,390)	Payments	($87,390)
	Net Credit Due Page Data	($36,680)	Net Credit Due Page Data	($37,160)
	Plus Interest	($6,842)	Plus Interest	($7,579)
	Total Credit Due	($43,522)	Total Credit Due	($44,739)

Factor used to adjust number of days in rerate period from 961 to 952.
Factor applied to billed amounts, taxes, rerate credit.
Factor does not apply to LPC, payments, or overbilling correction.
Interest amount updated thru Jan 2002.

NOTES:

Note 1: Amount "Local" estimated based on facility formula below.
Note 2: Amount "NonLocal" estimated based on facility formula below.
Note 3: Total amount for facilities actual based on IABS billing data.
Note 4: DID Credits were taken care of during conversion of accounts from CRIS retail to IABS Type 1
Note 5: Miscellaneous Adjustment of $56,335 is the wholesale rate for the conversion of retail DID CRIS accounts to IABS. Corrected from $52,013 on Exhibit 203, corrected page 70. Credit adjustment of $4322 not substantiated.
Note 6: Payments previously applied to CRIS DID accounts. The DID services were subsequently converted to IABS wholesale rates. CRIS accounts were credited for the full amounts billed for DID services; IABS was debited for the wholesale rate.
Note 7: Additional credit for CRIS conversion errors as shown on Exhibit 203, new page 97.
Note 8: Total credit amount reflects addition of $411.77 to original amount on Exhibit 203, page 70, for CRIS conversion errors in note 7.
Note 9: Net credit due Page Data changed from $40,590 on Exhibit 203, page 70 to new amount $36,680 due to deletion of $4,322 credit adjustment per note 5 and addition of $411.77 credit per note 8.

Facility formula to estimate Local and NonLocal:
0-25 miles - local facilities
26-50 miles - 1/2 local and 1/2 non local
50+ miles - Non local facilities
NAC - Local

LPC Formula
$66,042

	ADJUSTMENTS
MISC ADJ	$56,335
TAX ADJ	$0
LPC ADJ	($1,596)
DID CREDIT	$0
TOTAL	$54,739

EXHIBIT
D

Qwest
Spirit of Service

April 30, 2004

Joseph McNeal
Page Data
6610 Overland Road
Boise, ID 83709-
USA

EXHIBIT
E

To: Joseph McNeal

Announcement Date:	**April 30, 2004**
Proposed Effective Date:	**June 15, 2004**
Document Number:	**PROD.04.30.04.F.01622.EliminateResalePLT_USOCs**
Notification Category:	**Product Notification**
Target Audience:	**CLECs, Resellers**
Subject:	**CMP - Elimination of Resale - Private Line Transport (PLT) Digital Service Level 0 (DS0) Voice Grade (VG) USOCs**
Level of Change:	**Level 4**
Associated CR Number or System Release Number:	**Qwest CR # PC010704-2**

Summary of Change:
On April 30, 2004, Qwest is providing this notification of planned changes associated with Change Request PC010704-2, "Eliminate Analog Private Line USOCs from Qwest's offering." The planned change is related to Resale - Private Line Transport (PLT) Digital Service Level 0 (DS0) Voice Grade (VG) that limits the availability of these existing products.

A spreadsheet that details the specific USOCs to be eliminated will be posted to the Qwest Wholesale Document Review Site located at http://www.qwest.com/wholesale/cmp/review.html. The USOCs listed on the attachment are not documented in the PCATs and will not result in a document update.

Note: In cases of conflict between the changes implemented through this notification and any CLEC interconnection agreement (whether based on the Qwest SGAT or not), the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party to such interconnection agreement.

The Qwest Wholesale Web Site provides a comprehensive catalog of detailed information on Qwest products and services including specific descriptions on doing business with Qwest. All information provided on the site describes current activities and process.

Prior to any modifications to existing activities or processes described on the web site, wholesale customers will receive written notification announcing the upcoming change.

If you would like to unsubscribe to mailouts please go to the "Subscribe/Unsubscribe" web site and follow the unsubscribe instructions. The site is located at: http://www.qwest.com/wholesale/notices/cnla/maillist.html

Qwest
Spirit of Service™

To: Joseph McNeal

Tariff updates for the elimination of these USOCs will be posted as of June 15, 2004 and can be accessed at this URL: http://tariffs.qwest.com:8000

Comment Cycle:
CLEC customers are encouraged to review these proposed changes and provide comment at any time during the 15-day review period. Qwest will have up to 15 days following the close of the comment review to respond to any CLEC comments. This response will be included as part of the final notification. Qwest will not implement the change sooner than 15 days following the final notification.

Qwest provides an electronic means for CLEC customers to comment on proposed changes. The Document Review Web Site provides a list of all documents that are in the review stage, the process for CLECs to use to comment on documents, the submit comment link, and links to current documentation and past review documents. The Document Review Web Site is found at http://www.qwest.com/wholesale/cmp/review.html. Fill in all required fields and be sure to reference the Notification Number listed above.

Timeline:

Planned Updates Posted to Document Review Site	Available April 30, 2004
CLEC Comment Cycle on Documentation Begins	Beginning May 01, 2004
CLEC Comment Cycle Ends	5:00 PM, MT May 15, 2004
Qwest Response to CLEC Comments (if applicable)	Available May 30, 2004 http://www.qwest.com/wholesale/cmp/review_archive.html
Proposed Effective Date	June 15, 2004

If you have any questions on this subject, please submit comments through the following link: http://www.qwest.com/wholesale/cmp/comment.html.

Sincerely,

Qwest

cc:

TELCAR

Itemization of Charges
IDAHO ONLY

PAGING:	Billing 11-96 thru 7-00	Total Billed	Taxes 11-96 thru 7-00	Total Taxes	LPC	Misc Adjustments	Total	Payments	Net
"Local" Facilities/Type 1	$46,905	$46,905	$513	$513	$500		$47,918		$47,918
"Local" Facilities/Type 2	$0	$0	$0	$0	$0		$0		$0
NonLocal Facilities/Type 1	$4,174	$4,174	$46	$46	$44		$4,264		$4,264
NonLocal Facilities/Type 2	$0	$0	$0	$0	$0		$0		$0
Total Intrcnnctn Facilities	$51,080	$51,080	$559	$559	$544	$0	$52,182	$0	$52,182
800 PageLine/Type I	$0	$0	$0	$0	$0		$0		$0
Wide Area Calling	$0	$0	$0	$0	$0		$0		$0
WAC Usage/Type II	$0	$0	$0	$0	$0		$0		$0
Total WAC/800 Pageline	$0	$0	$0	$0	$0	$0	$0	$0	$0
SelfHealing Protection	$0	$0	$0	$0	$0		$0		$0
DID Number Activation	$13,265	$13,265	$145	$145	$141		$13,551		$13,551
Less DID Credits	($14,058)	($14,058)	($154)	($154)	$0		($14,212)		($14,212)
DID Number Reservation	$0	$0	$0	$0	$0		$0		$0
Misc	$326	$326	$4	$4	$3		$333		$333
Total Miscellaneous	($468)	($468)	($5)	($5)	$144	$0	($329)	$0	($329)
							$0		
Total NonInterconnection	($468)	($468)	($5)	($5)	$144	$0	($329)	$0	($329)
Total	$50,612	$50,612	$553	$553	$687	$5,033	$56,885	($45,349)	$11,536

RERATE INFORMATION:	
Billed	$56,885
Rerate Credit	($35,120)
Taxes	($2,107)
LPC Adj	($687)
Total Credit	
Due TelCar for Settlement	($37,915)
New Amt Billable	$18,970
Payments	($45,349)
Net Credit Due TelCar	($26,379)

	ADJUSTMENTS
MISC ADJ	$ 5,033
TAX ADJ	$ (1,194)
LPC ADJ	$ (293)
DID CREDIT	$ (14,058)
PLTS ADJ	$ -
TOTAL	$ (10,513)

NOTES:

Actual payments for T1 received 11/96-7/2000 for Telcar in Idaho were $49,973.41. Balance due in 11/96 was $4,167.60, therefore only $45,349.16 in payments apply to settlement period

Facility formula:
0-25 miles - local facilities
26-50 miles - 1/2 local and 1/2 non local
50+ miles - Non local facilities
NAC - Local

Qwest owes TelCar:		
Pre-Bankruptcy/paging		($26,379)
Pre-Bankruptcy/mobile		$7,304
	Net	($19,075)
TelCar owes Qwest for Other Accounts Post Bankruptcy:		$11,940
Net: Qwest owes Telcar:		($7,135)

TEL CAR Other Accounts through February 2001:

	Post Bankruptcy Billed	PMTS/ADJ	NET
Post Bankruptcy Paging	$5,510	$0	$5,510
Post Bankruptcy Mobile	$6,430	$0	$6,430
TOTAL	$11,940	$0	$11,940
Pre-Bankruptcy			
PreBankruptcy Mobile	$13,566	($6,262)	$7,304

brhalve 3/14/2001

Exhibit No. 202
Case No. USW-T-99-24
Qwest - Respondent

PROPRIETARY TO QWEST

EXHIBIT
F

telcaridahoSummary 3-14-

EXHIBIT
202-page 1

EXHIBIT
202-page 8

TYPE 1 MON JSOC REPORT
TEL .DAHO
11/96 - 7/00
PAGING

YEAR/ MONTH	STATE	ACNA	BAN	CLASS OF SERVICE	USOC	FX REVENUE	FX REVENUE (0-25 Plus all Fixed)	FX 25-50 Miles (per Mile)	FX 51+ (per mile)	NAC REVENUE	DID REVENUE	OTHER REVENUE	TOTAL REVENUE
200006	ID	TCA	208R510000000	RCCPN	MTZ1X	$0.00	$0.00	$0.00	$0.00	$561.00	$0.00	$0.00	$561.00
200006	ID	TCA	208R510000000	RCCPN	NGQ	$0.00	$0.00	$0.00	$0.00	$0.00	$51.00	$0.00	$51.00
200006	ID	TCA	208R510000000	RCCPN	OUPAX	$0.00	$0.00	$0.00	$0.00	$969.00	$0.00	$0.00	$969.00
200006	ID	TCA	208R510000000	RCCPN	RC6BX	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
200007	ID	TCA	208R510000000	RCCPN	CK6AX	$0.00	$0.00	$0.00	$0.00	$382.50	$0.00	$0.00	$382.50
200007	ID	TCA	208R510000000	RCCPN	MTZ1X	$0.00	$0.00	$0.00	$0.00	$165.00	$0.00	$0.00	$165.00
200007	ID	TCA	208R510000000	RCCPN	NGQ	$0.00	$0.00	$0.00	$0.00	$0.00	$15.00	$0.00	$15.00
200007	ID	TCA	208R510000000	RCCPN	OUPAX	$0.00	$0.00	$0.00	$0.00	$285.00	$0.00	$0.00	$285.00
200007	ID	TCA	208R510000000	RCCPN	RC6BX	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL 11/96 - 7/2000						$7,223.55	$3,049.20	$1,457.75	$2,716.60	$43,856.10	$13,264.50	$326.00	$64,670.15
							T1 LOCAL	T1 NON LOCAL					
							$46,905.30	$4,174.35					

EXHIBIT

tabbies

202-page 24

TYPE 1 MO JSOC REPORT
TE. IDAHO
11/96 - 7/00
MOBILE

YEAR/ MONTH	STATE	ACNA	BAN	CLASS OF SERVICE	USOC	FX REVENUE	FX REVENUE (0-25 Plus all Fixed)	FX 25-50 Miles (per Mile)	FX 51+ (per mile)	NAC REVENUE	DID REVENUE	OTHER REVENUE	TOTAL REVENUE
9804	ID	TCA	208R510446446	RCCMN	CK6AX	$0.00	$0.00	$0.00	$0.00	$258.40	$0.00	$0.00	$258.40
9804	ID	TCA	208R510446446	RCCMN	JZ3HC	$108.62	$0.00	$108.62	$0.00	$0.00	$0.00	$0.00	$108.62
9804	ID	TCA	208R510446446	RCCMN	JZ3HD	$202.41	$0.00	$0.00	$202.41	$0.00	$0.00	$0.00	$202.41
9804	ID	TCA	208R510446446	RCCMN	MTZ1X	$0.00	$0.00	$0.00	$0.00	$111.44	$0.00	$0.00	$111.44
9804	ID	TCA	208R510446446	RCCMN	OUPAX	$0.00	$0.00	$0.00	$0.00	$192.56	$0.00	$0.00	$192.56
9804	ID	TCA	208R510446446	RCCMN	PM2JG	$48.14	$48.14	$0.00	$0.00	$0.00	$0.00	$0.00	$48.14
9804	ID	TCA	208R510446446	RCCMN	RC6BX	$0.00	$0.00	$0.00	$0.00	$0.00	$171.00	$0.00	$171.00
9804	ID	TCA	208R510446446	RCCMN	XUWH3	$36.73	$36.73	$0.00	$0.00	$0.00	$0.00	$0.00	$36.73
9804	ID	TCA	208R510446446	RCCMN	XUWH4	$69.67	$69.67	$0.00	$0.00	$0.00	$0.00	$0.00	$69.67
9805	ID	TCA	208R510446446	RCCMN	CK6AX	$0.00	$0.00	$0.00	$0.00	$204.00	$0.00	$0.00	$204.00
9805	ID	TCA	208R510446446	RCCMN	JZ3HC	$85.75	$0.00	$85.75	$0.00	$0.00	$0.00	$0.00	$85.75
9805	ID	TCA	208R510446446	RCCMN	JZ3HD	$159.80	$0.00	$0.00	$159.80	$0.00	$0.00	$0.00	$159.80
9805	ID	TCA	208R510446446	RCCMN	MTZ1X	$0.00	$0.00	$0.00	$0.00	$88.00	$0.00	$0.00	$88.00
9805	ID	TCA	208R510446446	RCCMN	OUPAX	$0.00	$0.00	$0.00	$0.00	$152.00	$0.00	$0.00	$152.00
9805	ID	TCA	208R510446446	RCCMN	PM2JG	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9805	ID	TCA	208R510446446	RCCMN	RC6BX	$0.00	$0.00	$0.00	$0.00	$0.00	$135.00	$0.00	$135.00
9805	ID	TCA	208R510446446	RCCMN	XUWH3	$29.00	$29.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.00
9805	ID	TCA	208R510446446	RCCMN	XUWH4	$55.00	$55.00	$0.00	$0.00	$0.00	$0.00	$0.00	$55.00
9806	ID	TCA	208R510446446	RCCMN	CK6AX	$0.00	$0.00	$0.00	$0.00	$204.00	$0.00	$0.00	$204.00
9806	ID	TCA	208R510446446	RCCMN	JZ3HC	$85.75	$0.00	$85.75	$0.00	$0.00	$0.00	$0.00	$85.75
9806	ID	TCA	208R510446446	RCCMN	JZ3HD	$159.80	$0.00	$0.00	$159.80	$0.00	$0.00	$0.00	$159.80
9806	ID	TCA	208R510446446	RCCMN	MTZ1X	$0.00	$0.00	$0.00	$0.00	$88.00	$0.00	$0.00	$88.00
9806	ID	TCA	208R510446446	RCCMN	OUPAX	$0.00	$0.00	$0.00	$0.00	$152.00	$0.00	$0.00	$152.00
9806	ID	TCA	208R510446446	RCCMN	PM2JG	$38.00	$38.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38.00
9806	ID	TCA	208R510446446	RCCMN	RC6BX	$0.00	$0.00	$0.00	$0.00	$0.00	$135.00	$0.00	$135.00
9806	ID	TCA	208R510446446	RCCMN	XUWH3	$29.00	$29.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.00
9806	ID	TCA	208R510446446	RCCMN	XUWH4	$55.00	$55.00	$0.00	$0.00	$0.00	$0.00	$0.00	$55.00
9807	ID	TCA	208R510446446	RCCMN	CK6AX	$0.00	$0.00	$0.00	$0.00	$178.50	$0.00	$0.00	$178.50
9807	ID	TCA	208R510446446	RCCMN	JZ3HC	$85.75	$0.00	$85.75	$0.00	$0.00	$0.00	$0.00	$85.75
9807	ID	TCA	208R510446446	RCCMN	MTZ1X	$0.00	$0.00	$0.00	$0.00	$77.00	$0.00	$0.00	$77.00
9807	ID	TCA	208R510446446	RCCMN	OUPAX	$0.00	$0.00	$0.00	$0.00	$133.00	$0.00	$0.00	$133.00
9807	ID	TCA	208R510446446	RCCMN	PM2JG	$19.00	$19.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19.00
9807	ID	TCA	208R510446446	RCCMN	RC6BX	$0.00	$0.00	$0.00	$0.00	$0.00	$120.00	$0.00	$120.00
9807	ID	TCA	208R510446446	RCCMN	XUWH3	$29.00	$29.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.00
9808	ID	TCA	208R510446446	RCCMN	CK6AX	$0.00	$0.00	$0.00	$0.00	$178.50	$0.00	$0.00	$178.50
9808	ID	TCA	208R510446446	RCCMN	JZ3HC	$85.75	$0.00	$85.75	$0.00	$0.00	$0.00	$0.00	$85.75
9808	ID	TCA	208R510446446	RCCMN	MTZ1X	$0.00	$0.00	$0.00	$0.00	$77.00	$0.00	$0.00	$77.00
9808	ID	TCA	208R510446446	RCCMN	OUPAX	$0.00	$0.00	$0.00	$0.00	$133.00	$0.00	$0.00	$133.00
9808	ID	TCA	208R510446446	RCCMN	PM2JG	$19.00	$19.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19.00
9808	ID	TCA	208R510446446	RCCMN	RC6BX	$0.00	$0.00	$0.00	$0.00	$0.00	$120.00	$0.00	$120.00
9808	ID	TCA	208R510446446	RCCMN	XUWH3	$29.00	$29.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.00
9809	ID	TCA	208R510446446	RCCMN	CK6AX	$0.00	$0.00	$0.00	$0.00	$178.50	$0.00	$0.00	$178.50
9809	ID	TCA	208R510446446	RCCMN	JZ3HC	$85.75	$0.00	$85.75	$0.00	$0.00	$0.00	$0.00	$85.75
9809	ID	TCA	208R510446446	RCCMN	MTZ1X	$0.00	$0.00	$0.00	$0.00	$77.00	$0.00	$0.00	$77.00
9809	ID	TCA	208R510446446	RCCMN	OUPAX	$0.00	$0.00	$0.00	$0.00	$133.00	$0.00	$0.00	$133.00
9809	ID	TCA	208R510446446	RCCMN	PM2JG	$19.00	$19.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19.00
9809	ID	TCA	208R510446446	RCCMN	RC6BX	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9809	ID	TCA	208R510446446	RCCMN	XUWH3	$29.00	$29.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.00
9810	ID	TCA	208R510446446	RCCMN	CK6AX	$0.00	$0.00	$0.00	$0.00	$178.50	$0.00	$0.00	$178.50
9810	ID	TCA	208R510446446	RCCMN	JZ3HC	$85.75	$0.00	$85.75	$0.00	$0.00	$0.00	$0.00	$85.75
9810	ID	TCA	208R510446446	RCCMN	MTZ1X	$0.00	$0.00	$0.00	$0.00	$77.00	$0.00	$0.00	$77.00
9810	ID	TCA	208R510446446	RCCMN	OUPAX	$0.00	$0.00	$0.00	$0.00	$133.00	$0.00	$0.00	$133.00
9810	ID	TCA	208R510446446	RCCMN	PM2JG	$19.00	$19.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19.00
9810	ID	TCA	208R510446446	RCCMN	RC6BX	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9810	ID	TCA	208R510446446	RCCMN	XUWH3	$29.00	$29.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.00

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9811	ID	TCA	208R510446446	RCCMN	CK6AX	$0.00	$0.00	$0.00	$0.00	$178.50	$0.00	$0.00	$178.50
9811	ID	TCA	208R510446446	RCCMN	JZ3HC	$85.75	$0.00	$85.75	$0.00	$0.00	$0.00	$0.00	$85.75
9811	ID	TCA	208R510446446	RCCMN	MTZ1X	$0.00	$0.00	$0.00	$0.00	$77.00	$0.00	$0.00	$77.00
9811	ID	TCA	208R510446446	RCCMN	OUPAX	$0.00	$0.00	$0.00	$0.00	$133.00	$0.00	$0.00	$133.00
9811	ID	TCA	208R510446446	RCCMN	PM2JG	$19.00	$19.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19.00
9811	ID	TCA	208R510446446	RCCMN	RC6BX	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9811	ID	TCA	208R510446446	RCCMN	XUWH3	$29.00	$29.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.00
9812	ID	TCA	208R510446446	RCCMN	CK6AX	$0.00	$0.00	$0.00	$0.00	$178.50	$0.00	$0.00	$178.50
9812	ID	TCA	208R510446446	RCCMN	JZ3HC	$85.75	$0.00	$85.75	$0.00	$0.00	$0.00	$0.00	$85.75
9812	ID	TCA	208R510446446	RCCMN	MTZ1X	$0.00	$0.00	$0.00	$0.00	$77.00	$0.00	$0.00	$77.00
9812	ID	TCA	208R510446446	RCCMN	OUPAX	$0.00	$0.00	$0.00	$0.00	$133.00	$0.00	$0.00	$133.00
9812	ID	TCA	208R510446446	RCCMN	PM2JG	$19.00	$19.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19.00
9812	ID	TCA	208R510446446	RCCMN	RC6BX	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9812	ID	TCA	208R510446446	RCCMN	XUWH3	$29.00	$29.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.00
9901	ID	TCA	208R510446446	RCCMN	CK6AX	$0.00	$0.00	$0.00	$0.00	$178.50	$0.00	$0.00	$178.50
9901	ID	TCA	208R510446446	RCCMN	JZ3HC	$85.75	$0.00	$85.75	$0.00	$0.00	$0.00	$0.00	$85.75
9901	ID	TCA	208R510446446	RCCMN	MTZ1X	$0.00	$0.00	$0.00	$0.00	$77.00	$0.00	$0.00	$77.00
9901	ID	TCA	208R510446446	RCCMN	OUPAX	$0.00	$0.00	$0.00	$0.00	$133.00	$0.00	$0.00	$133.00
9901	ID	TCA	208R510446446	RCCMN	PM2JG	$19.00	$19.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19.00
9901	ID	TCA	208R510446446	RCCMN	RC6BX	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9901	ID	TCA	208R510446446	RCCMN	XUWH3	$29.00	$29.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.00
9902	ID	TCA	208R510446446	RCCMN	CK6AX	$0.00	$0.00	$0.00	$0.00	$178.50	$0.00	$0.00	$178.50
9902	ID	TCA	208R510446446	RCCMN	JZ3HC	$85.75	$0.00	$85.75	$0.00	$0.00	$0.00	$0.00	$85.75
9902	ID	TCA	208R510446446	RCCMN	MTZ1X	$0.00	$0.00	$0.00	$0.00	$77.00	$0.00	$0.00	$77.00
9902	ID	TCA	208R510446446	RCCMN	OUPAX	$0.00	$0.00	$0.00	$0.00	$133.00	$0.00	$0.00	$133.00
9902	ID	TCA	208R510446446	RCCMN	PM2JG	$19.00	$19.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19.00
9902	ID	TCA	208R510446446	RCCMN	RC6BX	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9902	ID	TCA	208R510446446	RCCMN	XUWH3	$29.00	$29.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.00
9903	ID	TCA	208R510446446	RCCMN	CK6AX	$0.00	$0.00	$0.00	$0.00	$178.50	$0.00	$0.00	$178.50
9903	ID	TCA	208R510446446	RCCMN	JZ3HC	$85.75	$0.00	$85.75	$0.00	$0.00	$0.00	$0.00	$85.75
9903	ID	TCA	208R510446446	RCCMN	MTZ1X	$0.00	$0.00	$0.00	$0.00	$77.00	$0.00	$0.00	$77.00
9903	ID	TCA	208R510446446	RCCMN	OUPAX	$0.00	$0.00	$0.00	$0.00	$133.00	$0.00	$0.00	$133.00
9903	ID	TCA	208R510446446	RCCMN	PM2JG	$19.00	$19.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19.00
9903	ID	TCA	208R510446446	RCCMN	RC6BX	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9903	ID	TCA	208R510446446	RCCMN	XUWH3	$29.00	$29.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.00
9904	ID	TCA	208R510446446	RCCMN	CK6AX	$0.00	$0.00	$0.00	$0.00	$178.50	$0.00	$0.00	$178.50
9904	ID	TCA	208R510446446	RCCMN	JZ3HC	$85.75	$0.00	$85.75	$0.00	$0.00	$0.00	$0.00	$85.75
9904	ID	TCA	208R510446446	RCCMN	MTZ1X	$0.00	$0.00	$0.00	$0.00	$77.00	$0.00	$0.00	$77.00
9904	ID	TCA	208R510446446	RCCMN	OUPAX	$0.00	$0.00	$0.00	$0.00	$133.00	$0.00	$0.00	$133.00
9904	ID	TCA	208R510446446	RCCMN	PM2JG	$19.00	$19.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19.00
9904	ID	TCA	208R510446446	RCCMN	RC6BX	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9904	ID	TCA	208R510446446	RCCMN	XUWH3	$29.00	$29.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.00
9905	ID	TCA	208R510446446	RCCMN	CK6AX	$0.00	$0.00	$0.00	$0.00	$178.50	$0.00	$0.00	$178.50
9905	ID	TCA	208R510446446	RCCMN	JZ3HC	$85.75	$0.00	$85.75	$0.00	$0.00	$0.00	$0.00	$85.75
9905	ID	TCA	208R510446446	RCCMN	MTZ1X	$0.00	$0.00	$0.00	$0.00	$77.00	$0.00	$0.00	$77.00
9905	ID	TCA	208R510446446	RCCMN	OUPAX	$0.00	$0.00	$0.00	$0.00	$133.00	$0.00	$0.00	$133.00
9905	ID	TCA	208R510446446	RCCMN	PM2JG	$19.00	$19.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19.00
9905	ID	TCA	208R510446446	RCCMN	RC6BX	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9905	ID	TCA	208R510446446	RCCMN	XUWH3	$29.00	$29.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.00
9906	ID	TCA	208R510446446	RCCMN	CK6AX	$0.00	$0.00	$0.00	$0.00	$178.50	$0.00	$0.00	$178.50
9906	ID	TCA	208R510446446	RCCMN	JZ3HC	$85.75	$0.00	$85.75	$0.00	$0.00	$0.00	$0.00	$85.75
9906	ID	TCA	208R510446446	RCCMN	MTZ1X	$0.00	$0.00	$0.00	$0.00	$77.00	$0.00	$0.00	$77.00
9906	ID	TCA	208R510446446	RCCMN	OUPAX	$0.00	$0.00	$0.00	$0.00	$133.00	$0.00	$0.00	$133.00
9906	ID	TCA	208R510446446	RCCMN	PM2JG	$19.00	$19.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19.00
9906	ID	TCA	208R510446446	RCCMN	RC6BX	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

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9906	ID	TCA	208R510446446	RCCMN	XUWH3	$29.00	$29.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.00
9907	ID	TCA	208R510446446	RCCMN	CK6AX	$0.00	$0.00	$0.00	$0.00	$178.50	$0.00	$0.00	$178.50
9907	ID	TCA	208R510446446	RCCMN	JZ3HC	$85.75	$0.00	$85.75	$0.00	$0.00	$0.00	$0.00	$85.75
9907	ID	TCA	208R510446446	RCCMN	MTZ1X	$0.00	$0.00	$0.00	$0.00	$77.00	$0.00	$0.00	$77.00
9907	ID	TCA	208R510446446	RCCMN	OUPAX	$0.00	$0.00	$0.00	$0.00	$133.00	$0.00	$0.00	$133.00
9907	ID	TCA	208R510446446	RCCMN	PM2JG	$19.00	$19.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19.00
9907	ID	TCA	208R510446446	RCCMN	RC6BX	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9907	ID	TCA	208R510446446	RCCMN	XUWH3	$29.00	$29.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.00
9908	ID	TCA	208R510446446	RCCMN	CK6AX	$0.00	$0.00	$0.00	$0.00	$178.50	$0.00	$0.00	$178.50
9908	ID	TCA	208R510446446	RCCMN	JZ3HC	$85.75	$0.00	$85.75	$0.00	$0.00	$0.00	$0.00	$85.75
9908	ID	TCA	208R510446446	RCCMN	MTZ1X	$0.00	$0.00	$0.00	$0.00	$77.00	$0.00	$0.00	$77.00
9908	ID	TCA	208R510446446	RCCMN	OUPAX	$0.00	$0.00	$0.00	$0.00	$133.00	$0.00	$0.00	$133.00
9908	ID	TCA	208R510446446	RCCMN	PM2JG	$19.00	$19.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19.00
9908	ID	TCA	208R510446446	RCCMN	RC6BX	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9908	ID	TCA	208R510446446	RCCMN	XUWH3	$29.00	$29.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.00
9909	ID	TCA	208R510446446	RCCMN	CK6AX	$0.00	$0.00	$0.00	$0.00	$178.50	$0.00	$0.00	$178.50
9909	ID	TCA	208R510446446	RCCMN	JZ3HC	$85.75	$0.00	$85.75	$0.00	$0.00	$0.00	$0.00	$85.75
9909	ID	TCA	208R510446446	RCCMN	MTZ1X	$0.00	$0.00	$0.00	$0.00	$77.00	$0.00	$0.00	$77.00
9909	ID	TCA	208R510446446	RCCMN	OUPAX	$0.00	$0.00	$0.00	$0.00	$133.00	$0.00	$0.00	$133.00
9909	ID	TCA	208R510446446	RCCMN	PM2JG	$19.00	$19.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19.00
9909	ID	TCA	208R510446446	RCCMN	RC6BX	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9909	ID	TCA	208R510446446	RCCMN	XUWH3	$29.00	$29.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.00
9910	ID	TCA	208R510446446	RCCMN	CK6AX	$0.00	$0.00	$0.00	$0.00	$178.50	$0.00	$0.00	$178.50
9910	ID	TCA	208R510446446	RCCMN	JZ3HC	$85.75	$0.00	$85.75	$0.00	$0.00	$0.00	$0.00	$85.75
9910	ID	TCA	208R510446446	RCCMN	MTZ1X	$0.00	$0.00	$0.00	$0.00	$77.00	$0.00	$0.00	$77.00
9910	ID	TCA	208R510446446	RCCMN	OUPAX	$0.00	$0.00	$0.00	$0.00	$133.00	$0.00	$0.00	$133.00
9910	ID	TCA	208R510446446	RCCMN	PM2JG	$19.00	$19.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19.00
9910	ID	TCA	208R510446446	RCCMN	RC6BX	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9910	ID	TCA	208R510446446	RCCMN	XUWH3	$29.00	$29.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.00
9911	ID	TCA	208R510446446	RCCMN	CK6AX	$0.00	$0.00	$0.00	$0.00	$178.50	$0.00	$0.00	$178.50
9911	ID	TCA	208R510446446	RCCMN	JZ3HC	$85.75	$0.00	$85.75	$0.00	$0.00	$0.00	$0.00	$85.75
9911	ID	TCA	208R510446446	RCCMN	MTZ1X	$0.00	$0.00	$0.00	$0.00	$77.00	$0.00	$0.00	$77.00
9911	ID	TCA	208R510446446	RCCMN	OUPAX	$0.00	$0.00	$0.00	$0.00	$133.00	$0.00	$0.00	$133.00
9911	ID	TCA	208R510446446	RCCMN	PM2JG	$19.00	$19.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19.00
9911	ID	TCA	208R510446446	RCCMN	RC6BX	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9911	ID	TCA	208R510446446	RCCMN	XUWH3	$29.00	$29.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.00
9912	ID	TCA	208R510446446	RCCMN	CK6AX	$0.00	$0.00	$0.00	$0.00	$178.50	$0.00	$0.00	$178.50
9912	ID	TCA	208R510446446	RCCMN	JZ3HC	$85.75	$0.00	$85.75	$0.00	$0.00	$0.00	$0.00	$85.75
9912	ID	TCA	208R510446446	RCCMN	MTZ1X	$0.00	$0.00	$0.00	$0.00	$77.00	$0.00	$0.00	$77.00
9912	ID	TCA	208R510446446	RCCMN	OUPAX	$0.00	$0.00	$0.00	$0.00	$133.00	$0.00	$0.00	$133.00
9912	ID	TCA	208R510446446	RCCMN	PM2JG	$19.00	$19.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19.00
9912	ID	TCA	208R510446446	RCCMN	RC6BX	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9912	ID	TCA	208R510446446	RCCMN	XUWH3	$29.00	$29.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.00
200001	ID	TCA	208R510446446	RCCMN	CK6AX	$0.00	$0.00	$0.00	$0.00	$178.50	$0.00	$0.00	$178.50
200001	ID	TCA	208R510446446	RCCMN	JZ3HC	$85.75	$0.00	$85.75	$0.00	$0.00	$0.00	$0.00	$85.75
200001	ID	TCA	208R510446446	RCCMN	MTZ1X	$0.00	$0.00	$0.00	$0.00	$77.00	$0.00	$0.00	$77.00
200001	ID	TCA	208R510446446	RCCMN	OUPAX	$0.00	$0.00	$0.00	$0.00	$133.00	$0.00	$0.00	$133.00
200001	ID	TCA	208R510446446	RCCMN	PM2JG	$19.00	$19.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19.00
200001	ID	TCA	208R510446446	RCCMN	RC6BX	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
200001	ID	TCA	208R510446446	RCCMN	XUWH3	$29.00	$29.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.00
200002	ID	TCA	208R510446446	RCCMN	CK6AX	$0.00	$0.00	$0.00	$0.00	$178.50	$0.00	$0.00	$178.50
200002	ID	TCA	208R510446446	RCCMN	JZ3HC	$85.75	$0.00	$85.75	$0.00	$0.00	$0.00	$0.00	$85.75
200002	ID	TCA	208R510446446	RCCMN	MTZ1X	$0.00	$0.00	$0.00	$0.00	$77.00	$0.00	$0.00	$77.00
200002	ID	TCA	208R510446446	RCCMN	OUPAX	$0.00	$0.00	$0.00	$0.00	$133.00	$0.00	$0.00	$133.00
200002	ID	TCA	208R510446446	RCCMN	PM2JG	$19.00	$19.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19.00

TYPE 1 MOI USOC REPORT
TEL IDAHO
11/96 - 7/00
MOBILE

YEAR/ MONTH	STATE	ACNA	BAN	CLASS OF SERVICE	USOC	FX REVENUE	FX REVENUE (0-25 Plus all Fixed)	FX 25-50 Miles (per Mile)	FX 51+ (per mile)	NAC REVENUE	DID REVENUE	OTHER REVENUE	TOTAL REVENUE
200002	ID	TCA	208R510446446	RCCMN	RC6BX	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
200002	ID	TCA	208R510446446	RCCMN	XUWH3	$29.00	$29.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.00
200003	ID	TCA	208R510446446	RCCMN	CK6AX	$0.00	$0.00	$0.00	$0.00	$178.50	$0.00	$0.00	$178.50
200003	ID	TCA	208R510446446	RCCMN	JZ3HC	$85.75	$0.00	$85.75	$0.00	$0.00	$0.00	$0.00	$85.75
200003	ID	TCA	208R510446446	RCCMN	MTZ1X	$0.00	$0.00	$0.00	$0.00	$77.00	$0.00	$0.00	$77.00
200003	ID	TCA	208R510446446	RCCMN	OUPAX	$0.00	$0.00	$0.00	$0.00	$133.00	$0.00	$0.00	$133.00
200003	ID	TCA	208R510446446	RCCMN	PM2JG	$19.00	$19.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19.00
200003	ID	TCA	208R510446446	RCCMN	RC6BX	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
200003	ID	TCA	208R510446446	RCCMN	XUWH3	$29.00	$29.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.00
200004	ID	TCA	208R510446446	RCCMN	CK6AX	$0.00	$0.00	$0.00	$0.00	$178.50	$0.00	$0.00	$178.50
200004	ID	TCA	208R510446446	RCCMN	JZ3HC	$85.75	$0.00	$85.75	$0.00	$0.00	$0.00	$0.00	$85.75
200004	ID	TCA	208R510446446	RCCMN	MTZ1X	$0.00	$0.00	$0.00	$0.00	$77.00	$0.00	$0.00	$77.00
200004	ID	TCA	208R510446446	RCCMN	OUPAX	$0.00	$0.00	$0.00	$0.00	$133.00	$0.00	$0.00	$133.00
200004	ID	TCA	208R510446446	RCCMN	PM2JG	$19.00	$19.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19.00
200004	ID	TCA	208R510446446	RCCMN	RC6BX	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
200004	ID	TCA	208R510446446	RCCMN	XUWH3	$29.00	$29.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.00
200005	ID	TCA	208R510446446	RCCMN	CK6AX	$0.00	$0.00	$0.00	$0.00	$178.50	$0.00	$0.00	$178.50
200005	ID	TCA	208R510446446	RCCMN	JZ3HC	$85.75	$0.00	$85.75	$0.00	$0.00	$0.00	$0.00	$85.75
200005	ID	TCA	208R510446446	RCCMN	MTZ1X	$0.00	$0.00	$0.00	$0.00	$77.00	$0.00	$0.00	$77.00
200005	ID	TCA	208R510446446	RCCMN	OUPAX	$0.00	$0.00	$0.00	$0.00	$133.00	$0.00	$0.00	$133.00
200005	ID	TCA	208R510446446	RCCMN	PM2JG	$19.00	$19.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19.00
200005	ID	TCA	208R510446446	RCCMN	RC6BX	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
200005	ID	TCA	208R510446446	RCCMN	XUWH3	$29.00	$29.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.00
200006	ID	TCA	208R510001001	RCCMN	CK6AX	$0.00	$0.00	$0.00	$0.00	$606.90	$0.00	$0.00	$606.90
200006	ID	TCA	208R510001001	RCCMN	JZ3HC	$291.55	$0.00	$291.55	$0.00	$0.00	$0.00	$0.00	$291.55
200006	ID	TCA	208R510001001	RCCMN	MTZ1X	$0.00	$0.00	$0.00	$0.00	$261.80	$0.00	$0.00	$261.80
200006	ID	TCA	208R510001001	RCCMN	OUPAX	$0.00	$0.00	$0.00	$0.00	$452.20	$0.00	$0.00	$452.20
200006	ID	TCA	208R510001001	RCCMN	PM2JG	$64.60	$64.60	$0.00	$0.00	$0.00	$0.00	$0.00	$64.60
200006	ID	TCA	208R510001001	RCCMN	RC6BX	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
200006	ID	TCA	208R510001001	RCCMN	XUWH3	$98.60	$98.60	$0.00	$0.00	$0.00	$0.00	$0.00	$98.60
200007	ID	TCA	208R510001001	RCCMN	CK6AX	$0.00	$0.00	$0.00	$0.00	$178.50	$0.00	$0.00	$178.50
200007	ID	TCA	208R510001001	RCCMN	JZ3HC	$85.75	$0.00	$85.75	$0.00	$0.00	$0.00	$0.00	$85.75
200007	ID	TCA	208R510001001	RCCMN	MTZ1X	$0.00	$0.00	$0.00	$0.00	$77.00	$0.00	$0.00	$77.00
200007	ID	TCA	208R510001001	RCCMN	OUPAX	$0.00	$0.00	$0.00	$0.00	$133.00	$0.00	$0.00	$133.00
200007	ID	TCA	208R510001001	RCCMN	PM2JG	$19.00	$19.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19.00
200007	ID	TCA	208R510001001	RCCMN	RC6BX	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
200007	ID	TCA	208R510001001	RCCMN	XUWH3	$29.00	$29.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.00
TOTAL 11/96 - 7/2000						$4,798.42	$1,646.74	$2,629.67	$522.01	$12,095.30	$681.00	$0.00	$17,574.72
							T1 LOCAL	T1 NON LOCAL					
							$13,742.04	$3,151.68					

EXHIBIT
tabbies
202-page 27

PROPRIETARY TO QWEST

TELCAR

Itemization of Charges
IDAHO ONLY
11-96 thru 7-00

	Billing 11-96 thru 7-00	Total Revenue at Risk	Taxes 11-96 thru 7-00	Total Taxes	LPC	Payments	Misc Adjustments	Net
"Local" Facilities/Type 1	$59,305	$59,305	$508	$508	#DIV/0!			#DIV/0!
"Local" Facilities/Type 2	$0	$0	$0	$0	#DIV/0!			#DIV/0!
NonLocal Facilities/Type 1	$5,282	$5,282	$45	$45	#DIV/0!			#DIV/0!
NonLocal Facilities/Type 2	$0	$0	$0	$0	#DIV/0!			#DIV/0!
Total Intrcnnctn Facilities	$64,587	$64,587	$553	$553	#DIV/0!	$0	$0	#DIV/0!
800 PageLine/Type I	$0	$0	$0	$0	#DIV/0!			#DIV/0!
Wide Area Calling	$0	$0	$0	$0	#DIV/0!			#DIV/0!
WAC Usage/Type II	$0	$0	$0	$0	#DIV/0!			#DIV/0!
Total WAC/800 Pageline	$0	$0	$0	$0	#DIV/0!	$0	$0	#DIV/0!
SelfHealing Protection	$0	$0	$0	$0	#DIV/0!			#DIV/0!
DID Number Activation	$13,946	$13,946	$120	$120	#DIV/0!			#DIV/0!
Less DID Credits	($14,058)	($14,058)	($120)	($120)				($14,179)
DID Number Reservation	$0	$0	$0	$0	#DIV/0!			#DIV/0!
Misc	$113	$113	$1	$1	#DIV/0!			#DIV/0!
Total Miscellaneous	$0	$0	$0	$0	#DIV/0!	$0	$0	#DIV/0!
Total NonInterconnection	$0	$0	$0	$0	#DIV/0!	$0	$0	#DIV/0!
Total	$64,034	$64,587	$553	$553	$864	($50,387)	$3,382	$19,000
Private Line	$0	$0	$0	$0	$0	$0	$0	$0
Grand Total	$64,034	$64,587	$553	$553	$864	($50,387)	$3,382	$19,000

PLT Not Included Below:	
Billed	$68,833
Rerate Credit	($45,026)
Tax @ 6%	($2,701.58)
LPC Adj	($864)
Total Credit	($48,592)
New Amt	$20,242
Payments	($50,387)
Net	($30,145)

	ADJUSTMENTS
MISC ADJ	3,382.00
TAX ADJ	(1,193.69)
LPC ADJ	(293.44)
DID CREDIT	(14,058.32)
PLTS ADJ	0.00
TOTAL	(12,163.45)

NOTES:

Actual payments for T1 received 11/96-7/2000 for Telcar in Idaho were $52,288.79. Balance due in 11/96 was $4,167.60, therefore only $48,121.19 in payments apply to settlement period

Facility formula:
0-25 miles - local facilities
26-50 miles - 1/2 local and 1/2 non local
50+ miles - Non local facilities
NAC - Local

Exhibit No. 104
Case No. USW-T-99-24
Robert Ryder, Petitioner

Admitted

11/30/2000
k siegler

Attorney Client Privelege
Attorney Work Product

EXHIBIT
G

telcaridsummarykpcrrctd.xls/11-96 TO 7-2000

TELCAR

Itemization of Charges
IDAHO ONLY

PAGING:	Billing 11-96 thru 7-00	Total Billed	Taxes 11-96 thru 7-00	Total Taxes	LPC	Misc Adjustments	Total	Payments	Net
"Local" Facilities/Type 1	$46,905	$46,905	$513	$513	$500		$47,918		$47,918
"Local" Facilities/Type 2	$0	$0	$0	$0	$0		$0		$0
NonLocal Facilities/Type 1	$4,174	$4,174	$46	$46	$44		$4,264		$4,264
NonLocal Facilities/Type 2	$0	$0	$0	$0	$0		$0		$0
Total Intrcnnctn Facilities	$51,080	$51,080	$559	$559	$544	$0	$52,182	$0	$52,182
800 PageLine/Type I	$0	$0	$0	$0	$0		$0		$0
Wide Area Calling	$0	$0	$0	$0	$0		$0		$0
WAC Usage/Type II	$0	$0	$0	$0	$0		$0		$0
Total WAC/800 Pageline	$0	$0	$0	$0	$0	$0	$0	$0	$0
SelfHealing Protection	$0	$0	$0	$0	$0		$0		$0
DID Number Activation	$13,265	$13,265	$145	$145	$141		$13,551		$13,551
Less DID Credits	($14,058)	($14,058)	($154)	($154)	$0		($14,212)		($14,212)
DID Number Reservation	$0	$0	$0	$0	$0		$0		$0
Misc	$326	$326	$4	$4	$3		$333		$333
Total Miscellaneous	($468)	($468)	($5)	($5)	$144	$0	($329)	$0	($329)
							$0		
Total NonInterconnection	($468)	($468)	($5)	($5)	$144	$0	($329)	$0	($329)
Total	$50,612	$50,612	$553	$553	$687	$5,033	$56,885	($45,349)	$11,536

RERATE INFORMATION:	
Billed	$56,885
Rerate Credit	($35,120)
Taxes	($2,107)
LPC Adj	($687)
Total Credit	
Due TelCar for Settlement	($37,915)
New Amt Billable	$18,970
Payments	($45,349)
Net Credit Due TelCar	($26,379)

	ADJUSTMENTS
MISC ADJ	5,032.75
TAX ADJ	(1,193.69)
LPC ADJ	(293.44)
DID CREDIT	(14,058.32)
PLTS ADJ	0.00
TOTAL	(10,512.70)

NOTES:

Actual payments for T1 received 11/96-7/2000 for Telcar in Idaho were $49,973.41. Balance due in 11/96 was $4,167.60, therefore only $45,349.16 in payments apply to settlement period

Facility formula:
0-25 miles - local facilities
26-50 miles - 1/2 local and 1/2 non local
50+ miles - Non local facilities
NAC - Local

TEL CAR Other Accounts through February 2001:	Billed	PMTS/ADJ	NET
Post Bankruptcy Paging	$5,510	$0	$5,510
PreBankruptcy Mobile	$13,566	($6,262)	$19,828
Post Bankruptcy Mobile	$6,430	$0	$6,430
TOTAL	$25,506	($6,262)	$31,768

Qwest owes TelCar for Rerate:	($26,379)
TelCar owes Qwest for Other Accounts:	$31,768
Net: TelCar owes Qwest:	$5,389

Exhibit No. 105
Case No. USW-T-99-24
Robert Ryder, Petitioner

Admitted

LAW OFFICES
MARSHALL BATT & FISHER, LLP
A Limited Liability Partnership

William J. Batt

U.S. Bank Plaza, 5th Floor
101 S. Capitol Blvd.
Post Office Box 1308
Boise, ID 83701

Telephone
(208) 331-1000

Facsimile
(208) 331-2400

email: wjb@marshallbatt.com

November 29, 2000

Via Facsimile

Jim Jones
Jones & associates
1275 Shoreline Lane
Boise, Idaho 83702

Re: Robert Ryder et al. v. Qwest Communications
Idaho Paging Petition for Declaratory Ruling

Dear Jim:

I am writing in response to your letter of November 14 regarding transport costs outside the landline local calling area.

Qwest does not agree that your clients are entitled to free use of transport facilities in the way you described in your November 14 letter. Certainly the FCC could have more clearly articulated its views in the TSR Wireless Memorandum Opinion and Order on several issues, including facilities used to transport paging calls outside local exchanges of the incumbent local exchange carrier ("ILEC"). As explained below, however, the FCC made clear that paging providers must continue to pay for facilities that are not "interconnection facilities," i.e., facilities that are not essential for interconnection. This includes the cost of facilities used by a paging provider to route calls from foreign local exchanges to the local exchange where the paging provider has established its interconnection.

1. Only Facilities Necessary for Interconnection Facilities Must Be Provided Free of Charge

The TSR Wireless Order focuses on paging companies' FCC-created entitlement to free interconnection facilities. Nevertheless, paging companies must still pay for other facilities. For example, to the extent that facilities are used to carry transit traffic, the paging carrier must pay for that portion of the facilities, and the FCC expressly so ruled:

Exhibit No. 112
Case No. USW-T-99-24
Joseph McNeal, Petitioner
Admitted P. 1

Similarly in Idaho, Qwest's requirement that paging interconnectors establish points of connection in each local calling area where they propose to provide services is driven not only by Qwest's network architecture, but also the need to maintain a configuration and economic structure that is in the public interest as prescribed by the Idaho Commission. We do not read the TSR Wireless Order to require otherwise.

You observed correctly in your November 14 letter that the FCC held that Qwest "must deliver the traffic to TSR's network without charge." Qwest asserts, however, that the FCC also held that Qwest is allowed to charge its end users for toll calls completed over the Yuma-Flagstaff T-1.[7] Indeed, the FCC assumed that a call from Yuma to Flagstaff would be billed as a toll call to the Qwest caller placing the call. To the extent your clients request dedicated FX facilities that do not allow Qwest to collect such toll charges from its own end users, your clients should pay for the toll-free arrangement.

Accordingly, Qwest does not agree that the Petitioners could establish a single point of connection in the MTA, and require Qwest to route all traffic to it. Such an arrangement would make no economic sense and would be bad public policy.

For all these reasons, we disagree with the Petitioners' reading of the TSR Wireless Order. We are nevertheless hopeful that our settlement negotiations will be fruitful and that we may all put this matter to rest.

Best regards.

Sincerely,

MARSHALL BATT & FISHER, LLP

William J. Batt

WJB/jam
cc: (via facsimile)
Jeff Brueggeman, Michelle Eslinger, Jim Gallegos, Bobbie Halverson, Bryan Sanderson, John Hammond

---

AirTouch Paging and US West Communications, Inc., Washington Utilities and Transportation Commission, Docket No. UT-990300; Arbitrator's Report and Decision, April 28, 1999; *In the Matter of the Petition for Arbitration of an Interconnection Agreement Between AirTouch Paging and US West Communications, Inc.*, Washington Utilities and Transportation Commission, Docket No. UT-990300; Order Modifying Arbitrator's Report and Approving Interconnection Agreement with Modifications, July 1, 1999.

[7] 15 FCC Rcd at 11184, ¶ 31.

Exhibit No. 112
Case No. USW-T-99-24
Joseph McNeal, Petitioner

P. 2

Do you have that up there?
A. Unfortunately --
Q. Excuse me. Page 69?
A. Have it.
Q. And it talks about summary bill for certain accounts?
A. Yes.
Q. And that starts in April of '97. Is there any reason why that didn't go back to November of '96?
A. Yes. This very first account, L-208-111-1769, is a summary account and it wasn't established until April of '97. If you look at the accounts that it is a summary bill for that follow, those started, you can see the very next one -- we went back to October of '96.
Q. I see. Now as I understand it, that didn't count anyway, because that was a private line account?
A. Right, that would not be relevant for this proceeding.
Q. So you didn't figure any credit for this account?
A. No.
Q. What is that line used for?

A. I believe that we could look at one of these pages and there is -- there's a description. Let me see if I can find it. It's the page that PageData gave us to tell us which accounts they wanted to move.
Q. That would be page 68 maybe?
A. That would be too easy.
HEARING OFFICER: That's right.
THE WITNESS: Thank you. Yes.
So we're talking about 232-7709, did you say?
Q. BY MR. JONES: Uh-huh.
A. That says it is connecting Pocatello and Idaho Falls.
Q. So that would be one of their lease lines?
A. I call them private line transport service.
Q. Dedicated transport?
A. Okay.
Q. That would fit within your definition of "dedicated transport"? They're transporting lines to their point of connection, are they not, or do you know what the purpose of that line is?
A. No, I wouldn't -- I wouldn't know.

They -- a private line service is ordered from premise to premise, so from one PageData premise to another PageData premise, and what it's used for wouldn't be -- I wouldn't need to know.
Q. Okay. The charges are pretty hefty for service between Idaho Falls and Pocatello, aren't they?
HEARING OFFICER: What page is this account information on?
MR. JONES: Page 69.
THE WITNESS: Page 1, really. Oh, yeah, page 1.
Q. BY MR. JONES: Page 69 is a summary bill for account 208-111-1769.
HEARING OFFICER: Okay. And the line you're talking about is 232-7709?
MR. JONES: I'm talking about these monthly charges of 355, 599, 697, in the current --
THE WITNESS: Oh, that summary bill apparently includes these four separate circuits.
Q. BY MR. JONES: Uh-huh. So if PageData was entitled to have this dedicated transport provided free of charge, then you should have given a credit to PageData for that, and just assume that they're entitled to have their dedicated transport

provided free of charge, wouldn't that have shown up as a credit on their bill?
A. If the FCC Rules or Idaho PUC had ordered that, then, absolutely, we would have calculated that in and included it.
Q. Well, actually, the FCC and IPUC didn't specify any particular accounts that credits ought to be provided for. It just said Make it consistent with the TSR Order, didn't it?
A. That seems right. That seems like the Idaho PUC said, Make it consistent with the TSR Order.
Q. So if the dedicated transport was intended by the FCC to be included as a service without charge, then that should be credited back, should it not?
A. If that's what the FCC intended, then yes, but of course we don't believe that they intended that at all.
Q. Okay. Now, I think that you had indicated that you believed that you were to be compensated for transporting traffic that's dedicated transport because of some language about wide area calling in the TSR Order?
A. Yes, there is some language that talks

about wide area calling or equivalent services used to buy down the toll.

Q. Okay. And, in fact, on the front page -- and if you don't have it, I can get it up in front of you -- on the very first page of the TSR Order, it says We further conclude that section --

A. Thank you.

Q. Yeah, it's right down at the bottom, last full sentence on the page there.

It says We further conclude that Section 51.703(b) of the Commission's Rules does not prohibit LECs from charging in certain instances for wide area calling or similar services where a terminating carrier agrees to compensate the LEC for toll charges that would otherwise have been paid by the originating carrier's customer.

That's essentially what you're saying is the language that gives you --

A. Yes.

Q. -- the ability to charge for this dedicated transport?

A. Yes.

Q. Now, aren't they saying though there that Where a terminating carrier agrees to compensate the LEC?

A. Yes.

Q. Has PageData agreed to compensation?

A. Well, PageData, under their -- we haven't -- we haven't negotiated that. I mean, it's kind of difficult to apply that to an existing service --

Q. Well --

A. -- because, you know, the choice is do you agree or do you want to disconnect.

Q. That's a pretty good choice, isn't it: Either you pay or we'll disconnect you?

A. Well --

Q. That's not too much in the way of negotiation, is it?

A. Right, but that's, you know -- but then you go back to the choices in that Declaration, that four diagrams, and we'd say, Okay, here's your choices: Do you want this, this, or this, or this?

Q. Okay. Well let's go back to November of 1996. Did you have an Agreement with Interpage of Idaho or PageData that they would compensate you for these toll charges?

A. They were ordering service out of a tariff. The tariff was very clear about what services were, what the charges associated with them

were, and in November of '96, that is the understanding we were under with Qwest and with Interpage.

Q. But at the very same time, the Local Competition Order was in effect that would seem to indicate that there should have been some kind of an Agreement between two parties that were reached in a mutually-satisfactory manner?

A. Well, that's true, and Qwest implemented the Order in this way: You can continue to order and have service under tariff, or you can negotiate a 251 Agreement with us, it's your choice. You don't have -- at that time, that is -- that's the mode we were operating in.

Q. Okay. So you say that the services were ordered and, therefore, they agreed. But the FCC said you can't charge, it's illegal to charge for facilities, and the PUC has said those have got to be refunded. Why shouldn't these charges be refunded too?

A. Which charges?

Q. The charges for the dedicated transport they didn't agree to.

A. Because those are not considered interconnection services, and the TSR Order says

only services required for interconnection or for paging interconnection are subject to this free interconnection, so private line is not required for interconnection, it's never been considered part of an interconnection network. That's part of the carrier's network. They can obtain that service from anywhere. They don't have to get it from Qwest.

Q. Well, let's go then if we would to Paragraph 31 that's on page 19 of the TSR Order, and as I read the second sentence or the third sentence, it says Section 51-703(b), when read in conjunction with Section 51-701(b)(2), requires LECs to deliver, without charge, traffic to CMRS providers anywhere within the MTA in which the call originated, with the exception of RBOCs, which are generally prohibited from delivering traffic across LATA boundaries.

It says in the next sentence MTAs typically are large areas that may encompass multiple LATAs and often cross state boundaries. Pursuant to Section 51-703(b), a LEC may not charge CMRS providers for facilities used to deliver LEC-originated traffic that originates and terminates within the same MTA, as this constitutes

or -- right?
A. Well, many -- many CRIS accounts remained, depending on what they were for, and then we also have -- I mean, I'd have to look at what those -- what's on or we'd have to get the billing office to tell you if you're still getting bills out of CRIS. Maybe they weren't identified as wholesale, or like if it's a frame relay, the wholesale group doesn't manage those, that's managed by a completely different group within Qwest. If it's your administrative lines like POTS, those -- those are appropriate to continue to bill in CRIS.
Q. What is "POTS"?
A. Plain Old Telephone Service, like business lines, administrative lines.
Q. And how do you determine that those particular lines are not used in the paging carrier's paging business?
A. Well, if a POTS line is ordered, we don't really keep track of what it's used for. I mean, that's a service you can order out of the general exchange tariff.
Q. If you used a POTS line in your interconnection or in your paging business, would that be subject to reimbursement under TSR?

A. No.
Q. Not at all?
A. No, we would not consider that as an interconnection service, no.
Q. Do you recall anyplace in the TSR Order where that subject was addressed?
A. Again, I believe the TSR Order talks about interconnection service for delivery, so --
Q. So we're back to the question of whether a POTS line or a leased line or a frame relay or something of that nature is subject to billing charges or not?
A. Sounds like it.
Q. Okay. So if Qwest was wrong about what the TSR Order was saying, the Local Competition Order, then it would be erroneous to exclude the POTS lines?
A. Well, then we would have to look at each account and probably somehow certify that certain POTS lines were being used in a certain way and, you know, as allowed by law or whatever. But obviously they have got to have some administrative lines that are just for business for calls from their end users, I mean, so not all POTS would ever get ruled as eligible. I mean, that's far-fetched.

Q. Are you aware of some folks using POTS lines for what they call end-to-end paging?
A. No.
Q. Do you know what end-to-end paging is?
A. No.
HEARING OFFICER: You're not suggesting that lines were ordered under one set of assumptions to get advantage of a low retail rate and then used for another purpose, are you? That can't be the argument, I wouldn't think. I mean, I'm not sure what rates are like in Idaho, but it wouldn't surprises me if there were a number of POTS lines that have extremely low monthly rates, and I'm also assuming they're subject to use restriction in accordance with the terms in which they're offered. Idaho may be different.
MR. JONES: I don't know if we're suggesting that. We're just suggesting that, you know, some lines may have been used for delivering the traffic to the point of connection and should have been considered part of the system.
HEARING OFFICER: Okay. Do we have any evidence that that's the case yet? I don't believe there's any.
MR. JONES: I think we can -- when

Mr. McNeal talks about his bills, I think we can address that.
HEARING OFFICER: Okay.
Q. BY MR. JONES: I'm wondering if we can go back to our diagram on the board there, and you were talking about a call from a IXC?
A. Yes.
Q. Is that correct? I think that little thing way over there on that little box.
What's an "IXC"?
A. Interexchange carrier.
Q. What if we change that box to "ILEC," does that make any difference in your --
A. Well, yes, I tried to illustrate that today. We can measure IXC traffic, and I showed how we would bill for tandem switching plus transport to the end office where the DID numbers reside. We can measure that accurately in the case of IXC traffic. In the case of an ILEC-originated call, those Agreements today are under bill and keep and we're not able to bill them anything for being the transit provider, and I think I mentioned that we're trying to work through that and fix that.
So, yes, it is different if it's an ILEC, meaning another ILEC, not Qwest.

1 pages behind that and they're headed PageData
2 Transactions by Vendor. Can you tell me what that
3 is?
4 A. I didn't actually prepare these, but
5 what the accountants did and the people that handle
6 our finances, they went into the records, they
7 searched out all the records that we had, they
8 tabulated the information, and this is part of the
9 Profit and Loss Statement that is from Interpage.
10 What the billing accounts --
11 Q. Wait a minute. Is your document
12 configured the same way as mine? I have -- the
13 second page of my document says PageData
14 Transactions by Vendor, and then at the bottom in
15 the right-hand column it has a total of $49,762.47.
16 A. Oh, okay.
17 Q. That should be your second page.
18 A. Okay. That's it.
19 Q. Okay. Now, with that description of
20 what the document is, tell me what it is.
21 A. This is a transaction by vendor, and
22 it shows check number and how it was paid. And this
23 is for DID and various other connections that we had
24 with Interpage -- with Qwest.
25 Q. Okay. And you testified yesterday

1 that you had utilized some document to come up with
2 a total of charges for PageData in the amount of
3 $52,282.47 through September of 1999. Is this that
4 document?
5 A. Yes, it is.
6 Q. So if I was to go through these
7 various accounts and use a cutoff of September of
8 1999 and add the columns to that cutoff date, they
9 would give me that total of 52,282.47?
10 A. Yes, it would.
11 Q. Okay. Now, I think that the remainder
12 of the packet, if I understand what you were
13 starting to say, relates to the accounts of
14 Interpage of Idaho?
15 A. Correct.
16 Q. And you had testified yesterday in our
17 direct case that the accounts, according to what the
18 accountants came up with, was $188,473.56 paid by
19 Interpage?
20 A. Correct.
21 Q. And that came from these additional
22 documents in the Exhibit 122 other than the four
23 pages that we've talked about already?
24 A. Yes, that information came from there.
25 Q. Okay. Now, there are a couple of

1 things I'd like to ask you about your system. Do
2 the accounts reflected in Exhibit 122 include any
3 POTS lines?
4 A. Yes, they do.
5 Q. And what -- what are those POTS lines
6 used for in your business, if anything?
7 A. They are used by the paging system.
8 All the lines that we had in this billing account
9 were paging.
10 Q. Okay. And how do you know that?
11 A. Because our phone -- regular phone
12 bills are paid in a separate manner and those we
13 have continued to pay. The paging part is kept
14 separate, and those we haven't been paying.
15 Q. Okay. And Exhibit 122 just deals with
16 your paging bills?
17 A. Exhibit 122 just deals with the paging
18 bills.
19 Q. Okay. And who was it that made the
20 determination of which lines went to your private
21 business and which lines went to your paging
22 business? When you signed up, who told you they
23 went to one part or the other?
24 A. Oh, Qwest. When we signed up, we were
25 in the small business group originally, and we

1 should have been in carrier services. And when we
2 were in the paging group they told us what went
3 where, and at that time, we weren't as experienced
4 as we are now.
5 Q. Okay. And so they assigned the
6 accounts between your paging business and the
7 nonpaging services?
8 A. Yes, they did, and we had like a rep,
9 and she would come over and assist us in our stuff.
10 Q. Okay. Now, with regard to those POTS
11 lines, does that include these land lines that
12 Interpage had or are those different than the POTS
13 lines?
14 A. No, those are the POTS lines.
15 Q. Okay. So when we talk about the
16 leased lines, we're talking about the POTS lines?
17 A. Correct.
18 Q. And what function do those lines
19 provide?
20 A. They're dedicated facilities to
21 connect the paging together.
22 Q. So they bring your paging calls into
23 the system and funnel it into your point of
24 connection?
25 A. Yes.

Q. So they're what we've been referring to as dedicated transport or something like that?
A. Yes.
Q. Okay. And what about your frame relay system, is that part of that same structure to bring the calls to your point of connection?
A. Yes. Yes, it is.
Q. Okay. Are there any other lines that you utilize in that regard?
A. We have like the lease lines, the frame relay, and that's pretty much it.
Q. Okay. And with regard to I think there was some discussion by Ms. Fraser of 800 numbers --
A. Yes.
Q. -- did you hear that testimony?
A. Yes, I did.
Q. Do you have 800 numbers?
A. Yes, I do.
Q. Are you using them?
A. No. Well, we're using like maybe eight of them.
Q. Okay. And what was your arrangement with Qwest with regard to those 800 numbers and how you were going to get charged?

A. When we bought them, we were told that they were a one-time fee and that -- so what we did is -- matter of fact, they told us about them.
Q. And when you say, "they," who was it?
A. Qwest. Qwest told us about them.
Q. Was it any particular person, a service rep, or what?
A. It was one of the Qwest service reps.
Q. Okay. And what were you told about them?
A. That it was a one-time fee, they were available.
We bought them because we were trying to get our traffic back in the LATA, and since Qwest wouldn't deliver the traffic back in the LATA and this was a one-time charge for 800 numbers, we figured that we would go ahead and buy them so that we'd be able to get our traffic back and shut down some of these paging terminals that we had.
Q. Okay. And so did you do that?
A. No, because later I got information that they were handed to us by mistake, that they weren't on the tariff, and I was afraid that Qwest could take them away, and if they did there was really nothing I could do about it, and I didn't

want our customers depending on those 800 numbers and have them snatched.
Q. Okay. So they initially told you there'd be a one-time charge and no recurring charges?
A. Correct.
Q. And how many did you get based on that assurance?
A. Five hundred.
Q. And have you had any recurring charges for those lines?
A. Yes, I have.
Q. And do you know how much you've been billed for them, just roughly?
A. I'm guessing about $3,000.
Q. Okay. And did you have an Agreement with Qwest with regard -- a specific Agreement -- that you were going to compensate them for those lines?
A. No, we didn't. We don't have an Agreement that we were going to compensate them.
Q. So the two of you didn't negotiate and enter into an Agreement as to payment for those lines?
A. No.

Q. Did you enter into an Agreement with regard to payment of any other wide area service lines or any other reverse billing lines that you know of?
A. No.
Q. Okay. Now, I was looking at what's been marked and admitted as Exhibit 204. Oh, there's one right there on -- do you see that document?
A. Yes, I do.
Q. I'm seeing on the first page there an entry for August 29 of 1998. Do you see that?
A. Yes.
Q. And it says Fax requesting response and routing to the appropriate engineers. Letter indicates location of terminals, both PLT and DID. States need of one T-1 to Boise and rerouting of DID numbers?
A. Uh-huh.
Q. And is it my understanding that that would correspond with your August 29, 1998, letter to a variety of addressees, including Sheryl Fraser, Exhibit 111, page 10?
A. Yes, it is.
Q. Okay. And that was, I take it, the

1 also had other lines at the facility. And they told
2 us that they didn't want to run them in the air,
3 they wanted them underground, and we found out that
4 that wasn't true, so we had to take the aerial
5 facilities down and put this underground one in.
6 HEARING OFFICER: What kind of lines
7 were supposed to be in those conduits?
8 THE WITNESS: These are the T-1s
9 that -- the cabling, 25-pair cable coming down from
10 the telephone -- on the telephone pole, you've got
11 to run the cable down. Then their engineering study
12 said we had to use a certain specification pipe,
13 certain cable, and that's what that is.
14 HEARING OFFICER: Where do these lines
15 terminate?
16 THE WITNESS: These lines terminate at
17 the paging terminal, or at their box at the office.
18 Q. BY MR. BATT: Do you have anything to
19 show what all the blank entries would be?
20 A. If I'm not mistaken, these -- if there
21 is a blank, then it's associated with the account
22 that's above it.
23 Q. So then it's your testimony that these
24 would be associated with Account 208-373-9000-160B,
25 clear down to where it says Interpage backdue bill.

1 Is that right?
2 A. Probably. I have to ask her because
3 she was the one that -- part of what did it.
4 Q. And you would say on the same theory
5 that the check written July 30, '98, number 6947,
6 that's associated with the L-208-111 account right
7 above it?
8 A. Correct. And again, taking -- taking
9 with our billing system anyway, if a customer tells
10 us they had Check 673, and we can find it.
11 So what we were trying to do was
12 provide as much information as we could so that
13 these accounts could be reconciled.
14 HEARING OFFICER: I'm assuming this
15 wasn't hand done from the information on the checks,
16 but this was just a query, an automated query, of
17 your accounts payable to say -- the query was give
18 me any time we made a payment to Qwest.
19 THE WITNESS: To Qwest.
20 HEARING OFFICER: So this memo field,
21 that's information that's in your accounting system?
22 THE WITNESS: Correct. So all the
23 accounts for Qwest are like our business lines are
24 here, this line is here, that line is there, and so
25 we know which ones we pay for paging and that's

1 associated with paging, so we hit the query and it
2 comes back with this information.
3 HEARING OFFICER: So in your system
4 you've got a coding that codes Qwest payments one
5 way if they're for paging and another way if they're
6 for sort of house service, let me call it.
7 THE WITNESS: Right. If they're like
8 regular business lines, then those aren't included
9 in paging, we don't expect them to pay for those,
10 and we expect to pay for that service.
11 Q. BY MR. BATT: Now, have you taken this
12 three-page document and compared it to Qwest's
13 exhibit or the document that Sheryl Fraser provided
14 in March?
15 A. No.
16 Q. Okay. Well let me turn to the
17 Interpage stuff, and can you tell me how this --
18 these financial statements were generated?
19 A. They were gen- -- I'm sorry. What
20 exhibit?
21 Q. Oh, it's the remainder of 122,
22 actually.
23 A. These were generated out of the
24 accounting program.
25 Q. What program is that?

1 A. It's QuickBooks.
2 HEARING OFFICER: I could have told
3 you that. I'm familiar with the formula, from
4 personal experience.
5 Q. BY MR. BATT: And is that true of the
6 one we were looking at just before the transactions
7 by vendor?
8 A. I'm pretty sure it is.
9 Q. Okay. And so does that mean then that
10 you have Interpage's books essentially on your
11 computer system?
12 A. Correct.
13 Q. Do you have it separated from
14 PageData?
15 A. Kind of, sort of.
16 Q. Well, what do you mean by that?
17 A. I mean, we can draw the information
18 out of QuickBooks and you can set up different
19 companies in QuickBooks in the same program, and we
20 can separate it out. We can separate out their
21 stuff. But, I mean, it's not like 100 percent
22 incorporated in ours, but we can query it.
23 Q. Okay. So what query did you do to
24 draw, for instance, looking at the first one,
25 Interpage profit and loss?

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United States Court of Appeals

FOR THE DISTRICT OF COLUMBIA CIRCUIT

Argued November 18, 2003 Decided January 16, 2004

No. 02-1255

MOUNTAIN COMMUNICATIONS, INC.,
PETITIONER

v.

FEDERAL COMMUNICATIONS COMMISSION AND
UNITED STATES OF AMERICA,
RESPONDENTS

T–MOBILE USA, INC., ET AL.,
INTERVENORS

On Petition for Review of an Order of the
Federal Communications Commission

Benjamin J. Aron argued the cause for petitioner. With him on the briefs was *Robert H. Schwaninger, Jr.*

Charles W. McKee argued the cause for Wireless Carrier intervenors T–Mobile USA, Inc., et al., in support of petition-

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Bills of costs must be filed within 14 days after entry of judgment. The court looks with disfavor upon motions to file bills of costs out of time.

er. With him on the briefs were *Luisa A. Lancetti, Doanne F. Kiechel, Thomas J. Sugrue, David M. Wilson, Laura R. Handman, Jonathan E. Canis,* and *Douglas I. Brandon.*

Stewart A. Block, Counsel, Federal Communications Commission, argued the cause for respondents. On the briefs were *R. Hewitt Pate*, Assistant Attorney General, U.S. Department of Justice, *Catherine G. O'Sullivan* and *Nancy C. Garrison*, Attorneys, *John A. Rogovin*, General Counsel, Federal Communications Commission, *John E. Ingle*, Deputy Associate General Counsel, and *Laurel R. Bergold*, Counsel.

Robert B. McKenna, Jr. argued the cause for intervenors Qwest Communications International Inc., et al., and *amici curiae* Verizon Telephone Companies. With him on the brief were *Michael E. Glover, John M. Goodman*, and *Edward H. Shakin.*

Before: SENTELLE and GARLAND, *Circuit Judges*, and SILBERMAN, *Senior Circuit Judge.*

Opinion for the Court filed by *Senior Circuit Judge* SILBERMAN.

SILBERMAN, *Senior Circuit Judge*: Mountain Communications, Inc. is a paging carrier that petitions for review of an FCC order dismissing its complaint against Qwest–the local exchange carrier (LEC) serving the areas where Mountain operates–for charging petitioner two types of fees. The dispute between the carriers as to one of the fees evaporated at oral argument, but we hold that the FCC's decision as to the other was arbitrary and capricious.

I.

Mountain serves customers in three Colorado local calling areas: Colorado Springs, Walsenburg, and Pueblo. All three local calling areas are within the same Local Access and Transport Area (LATA), and Qwest is the provider of local service within each of those local calling areas. Calls from a Qwest customer to another Qwest customer in the same local calling area are local calls, but if a Qwest customer were to

call from one of these local calling areas to another, he or she would incur a toll.

Though Mountain services all three local calling areas, it uses a single point of interconnection (POI) with Qwest, as it is entitled by statute. *See* 47 U.S.C. § 251(c)(2)(B) (providing that LECs must provide interconnection facilities with other carriers "at any technically feasible point within the [incumbent local exchange] carrier's network"); *see also* 47 C.F.R. § 51.321(a); *In re: Developing a Unified Intercarrier Compensation Regime*, 16 FCCR 9610, 9650–51 ¶ 112 (2001). The POI is located in Pueblo. Customers in each of the three calling areas have pager numbers associated with their individual local calling areas. It is therefore the paging customer's residence that correlates with the paging number, and a call from a telephone in a local calling area to a pager associated with the same local calling area will seem to the calling party to be a local call. But Mountain's maintenance of a single POI in Pueblo, however, means that every call to a Mountain customer, regardless of the place where the call originated, must pass through Pueblo before Qwest hands it off to Mountain and Mountain delivers it to the pager. Thus, a Colorado Springs resident attempting to page a Colorado Springs Mountain customer dials a Colorado Springs exchange, but the call is first routed to Pueblo before being rerouted to Colorado Springs.

Qwest has sought to collect fees from Mountain for these types of calls–calls that originate and terminate in Colorado Springs or Walsenburg but go through Mountain's POI in Pueblo. Qwest considers these calls to be toll calls, but does not charge its own customer–the caller–for placing such calls, perhaps because it lacks the technological ability to do so. *See Starpower Communications, LLC v. Verizon South, Inc.*, 2003 FCC LEXIS 6245, at *23 ¶ 17(Nov. 7, 2003) (attributing such a technological incapacity to Verizon). Instead, Qwest determines whether a customer's call is a toll call by comparing the number of the caller with the number of the person receiving the call. If both are Colorado Springs numbers, Qwest does not charge the customer a toll even if the call is routed to Pueblo and then back to Colorado Springs.

Qwest claimed in response to Mountain's complaint before the FCC that it was entitled to charge Mountain for the tolls it was unable to charge its own customers. According to Qwest, Mountain could avoid the toll charges by establishing a POI in *each* of the three local calling areas–doubtless at an increased cost. Then, if a paging call were placed from a local number to another local number, no toll would be charged to anyone. If, on the other hand, a paging call were made from one local calling area to another, Qwest would transport the call to Mountain's POI–without crossing a local calling area boundary–at which time Mountain would assume responsibility for delivering the call across the local calling areas, presumably at Mountain's expense.

Mountain claimed before the FCC that the Commission's regulations, specifically 47 C.F.R. § 51.703(b), which states that LECs such as Qwest "may not assess charges on any other telecommunications carrier for telecommunications traffic that originates on the LEC's network," prohibit Qwest from charging for transmitting calls from Qwest customers to Mountain's POI. Mountain also relied on a recent FCC decision, *TSR Wireless, LLC v. US West Communications, Inc.*, 15 FCCR 11166, 11184 ¶ 31 (2000), which interpreted that regulation and rejected a similar effort on the part of an LEC to charge a paging carrier for transmitting calls to the paging carriers' POI, where the POI and the caller are in the same LATA but different local calling areas.

The Commission rejected Mountain's contention. The FCC said that in its *TSR* decision it had cautioned,

> nothing prevents [the LEC] from charging its end users for toll calls completed [between local calling areas]. Similarly, section 51.703(b) does not preclude [the paging carrier and the LEC] from entering into wide area calling or reverse billing *arrangements* whereby [the paging carrier] can 'buy down' the cost of such toll calls to make it appear to end users that they have made a local call rather than a toll call.

15 FCCR at 11184 ¶ 31 (emphasis added). This buy-down arrangement is the same concept behind conventional 800 numbers, where the called party is billed for the toll ordinarily incurred by the calling party.

The Commission concluded that here, by establishing a POI in Pueblo and then asking Qwest for lines to connect local customer numbers in Walsenburg, Colorado Springs, and Pueblo to the POI, Mountain made it appear to Qwest customers that they were making local calls from Colorado Springs numbers to Colorado Springs paging numbers–even though they passed through a Pueblo POI. "By configuring its interconnection arrangement in this manner, Mountain prevents Qwest from charging its customers for what would ordinarily be toll calls to access Mountain's network." *Mountain Communications, Inc. v. Qwest Communications Int'l, Inc.*, 17 FCCR 15135, 15138 ¶ 5 (2002). The Commission determined that Mountain had obtained a wide area calling *service*, which is similar to a wide area calling arrangement, and therefore Qwest was entitled to charge Mountain for that service.

II.

Although petitioner does not quarrel with the Commission's caveat in *TSR*–that the regulation does not prohibit a wide area calling arrangement–it insists that this case is no different than *TSR*; the Commission has simply turned 180 degrees without explanation, and adopted a position at odds with its own regulation and the statutory provision allowing Mountain to make use of one POI within a LATA. We are befuddled at the Commission's efforts to explain away its *TSR* decision; the facts seem–and are conceded to be–identical, but the results are opposite. In *TSR*, the FCC prohibited US West, the LEC, from charging TSR, the paging carrier, for the costs of transporting calls from US West customers to TSR's POI.[1] In that case, just as in the present situation, the paging carrier served separate local calling

[1] US West was the predecessor company to Qwest, the LEC involved in the present dispute.

areas (Yuma and Flagstaff, Arizona), both of which were within the same LATA and served by the same LEC. TSR used a single POI, and a US West customer wishing to page a TSR customer within the same local calling area would have to place a call that would be routed across local calling area boundaries. US West attempted, as Qwest attempts here, to charge the paging carrier a fee for transporting those calls to the paging carrier's POI. The FCC ruled that such a charge would violate 47 C.F.R. § 51.703(b), because the calls *originated* on US West's network, and an LEC may not charge another carrier for traffic originating on the LEC's network. *See TSR*, 15 FCCR at 11176 ¶ 18, 11181 ¶ 25, 11184 ¶ 31.[2] The FCC concedes that the facts of *TSR* are identical to those presented here, but argues that the present network configuration nevertheless may be considered wide area calling, even if the same configuration in *TSR* was not so considered.

The Commission's attempt to stretch the concept of a wide area calling arrangement (essentially an agreement) to a wide area calling "service" is logically inconsistent with its *TSR* decision.[3] The premise, according to the Commission's *TSR*

[2] In the words of the Commission, "[s]ection 51.703(b), when read in conjunction with Section 51.701(b)(2), requires LECs to deliver, without charge, traffic to [wireless] providers anywhere within the MTA [Major Trading Area] in which the call originated. . . ." *TSR*, 15 FCCR at 11184 ¶ 31. An MTA is the area within which wireless providers offer service, and within which the FCC's reciprocal compensation rules apply. All three local calling areas at issue here are within the same MTA. Section 51.701(b)(2), to which the Commission referred, defines "telecommunications traffic" as that traffic "exchanged between a LEC and a [wireless] provider that, at the beginning of the call, originates and terminates within the same Major Trading Area, as defined in § 24.202(a) of this chapter."

[3] Mountain argues that under Qwest's tariffs, wide area calling services exist only where the wireless carrier uses an interconnection known as Type 2. Mountain uses a Type 1 interconnection, which differs from Type 2 in that Mountain's customers have telephone numbers associated with their individual local calling

reasoning, of a wide area calling arrangement is that the LEC can charge a toll call to its customers. In that event the paging carrier has an incentive to "buy down" that charge so that Qwest's customer is not deterred by the toll from making a paging call. Here, for reasons not entirely clear to us, Qwest does not charge its customers for what it regards as a toll call if the originating number and the paging number are in the same local calling area. *See generally Starpower Communications*, 2003 FCC LEXIS 6245 at *23 ¶ 17 (Nov. 7, 2003) (noting that "industry practice among local exchange carriers . . . appears to have been that calls are designated as either local or toll by comparing the [phone numbers] of the calling and called parties").[4] Accordingly, Mountain has no incentive to enter into a wide area calling arrangement with Qwest. Mountain's system of interconnection provides it no advantages other than those to which, presumably, it is entitled for free.[5] The Commission nevertheless chooses to

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areas instead of having numbers associated with the location of the POI, here, Pueblo. Before us, the FCC denies that there is any distinction between Type 1 and Type 2 interconnections for the purpose of establishing whether there is a wide area calling arrangement. We need not decide whether there can be a wide area calling arrangement in a Type 1 system, and our analysis does not turn on a conception of wide area calling being limited to Type 2 systems.

[4] Mountain further argues that Qwest would not legally be permitted to charge for calls by Qwest customers to paging customers with numbers in the same local calling area as the caller. *See* 47 U.S.C. § 153(48) (allowing a "separate charge" beyond that required for local service for "telephone service *between* stations in different exchange areas") (emphasis added); 47 C.F.R. § 51.701(d) (defining a call's termination as the point at which the call is delivered to the called party). We need not decide whether the FCC could reasonably interpret the statute and regulation to allow a toll where a call begins and ends within a single local calling area but passes through a different one.

[5] Neither in *TSR* nor in this case has the Commission suggested, or has Qwest claimed, that Qwest had any right to refuse to allow

term what Mountain has ordered from Qwest as wide area calling "*service*," which presto becomes a reasonable facsimile of a wide area calling *agreement*. The FCC's characterization of Mountain's arrangement as a wide area calling "service,"–sort of a constructive agreement–is rendered even more dubious by the fact that there are no additional services provided by wide area calling. The only difference between wide area calling and traditional telephony is the entity billed for the tolls.

Unfortunately for the Commission, the exact same analysis could have been applied in *TSR*–but was implicitly rejected. Therefore the Commission has, just as Mountain has claimed, changed direction without explanation, indeed without even acknowledging the change.

Perhaps more fundamental, by abandoning the concept of a buy-down agreement between the parties and simply designating the service Mountain obtained as a wide area calling service, the Commission seemingly comes into direct conflict with its own regulation. *See MCImetro Access Transmission Servs. v. BellSouth Telecomms, Inc.*, No. 03–1238, 2003 U.S. App. LEXIS 25782, at *24 (4th Cir. Dec. 18, 2003) (holding that 47 C.F.R. § 51.703(b) "unequivocal[ly] prohibit[s] LECs from levying charges for traffic originating on their own networks, and, by its own terms, admits of no exceptions"). In *TSR*, the Commission had interpreted its regulation 51.703(b), which prohibits LECs from assessing *charges* on other carriers for delivering traffic originating on the LEC's network, as not applying to a voluntary *agreement* that a paging carrier enters into with the LEC to compensate the LEC for foregoing its option to charge its customers. In other words, the Commission implicitly construed such an agreement as not a "charge" for telecommunications traffic but rather compensation for a separate benefit. The Commission described "wide area calling" as "a service in which a

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Mountain to obtain paging numbers associated with each local calling area. *See In re: Numbering Resource Optimization*, 15 FCCR 7574, 7577 n.2 (2000) ("A carrier must obtain a central office code [the first three digits of a seven-digit phone number] for each rate center in which it provides service in a given area code.").

LEC *agrees* with an interconnector not to assess toll charges on calls from the LEC's end users to the interconnector's end users, *in exchange for which* the interconnector pays the LEC a per-minute fee to recover the LEC's toll carriage costs." *TSR*, 15 FCCR at 11167 n.6 (emphasis added). But in this case the Commission abandoned that construction, instead allowing Qwest to *charge* Mountain for the wide area calling service it was deemed to enjoy, though there was no agreement. By shifting its characterization of the exception to § 51.703(b)'s prohibition on charges from an agreement to compensate LECs for a foregone opportunity, to a *charge* for the telecommunications traffic, the FCC decision appears to run afoul of § 51.703(b)'s prohibition on charges.

The Commission, moreover, has not even tried to explain how its position can be reconciled with the statutory provision, 47 U.S.C. § 251(c)(2)(B), which, it will be recalled, obliges an LEC to provide interconnection facilities with any other carrier at a single "technically feasible" POI. Mountain maintains that that statutory provision implicitly precludes an LEC from charging for such an interconnection, and the Commission has not responded to that argument. We do not, therefore, decide whether the Commission could reasonably interpret the statute to allow for such charges.

We therefore rather easily conclude that the Commission's decision on this issue is arbitrary and capricious. *See generally, e.g., Ramaprakash v. FAA*, 346 F.3d 1121, 1124–25 (D.C. Cir. 2003).

III.

In addition to the charges Qwest has assessed for delivering Qwest-originated calls to Mountain's POI, Qwest has also assessed "transit" charges for the delivery of calls originated by a customer of an entirely different network. If a non-Qwest customer wishes to page a Mountain customer, the call is routed to Qwest. Qwest then carries the call on its network–in like manner as if a Qwest customer had placed the call–to Mountain's POI. Mountain then assumes respon-

sibility for delivering the call to the Mountain customer. Qwest incurs costs for switching and routing these calls over the Qwest network, and Qwest charged Mountain for the last of five parts of those expenses–the cost of delivering the call from the Qwest end office switch to Mountain's POI. The FCC allowed Qwest to charge for this service, but indicated that Mountain could seek reimbursement from the originating carrier for whatever charges it paid to Qwest. *See Mountain Communications*, 17 FCCR at 15137 n.13. Mountain's petition challenged this FCC decision as well, claiming that the charge is arbitrary and capricious because it does not follow the standard practice of charging the cost of calls to the network of the party initiating the call. Mountain insisted that the prospect of reimbursement from the originating carrier was illusory, because Mountain never receives information from Qwest about which carrier initiates any individual call, and it is therefore impossible for Mountain to seek reimbursement from a third carrier.

It is undisputed that Qwest need not absorb these costs; the only question is whether Qwest can charge Mountain for one of the five portions of this cost or must instead look to the originating carrier for all of the costs. It might well be reasonable for the Commission to authorize Qwest to apportion those costs, but we do not understand why the Commission did so. It did not explain why it rejected Mountain's contention that the originating carrier should be charged for all the costs. In any event, by indicating that Mountain could charge the originating carrier, it suggested that Mountain was essentially correct in claiming that the originating carrier should bear *all* the transport costs. At oral argument, Qwest's counsel obviated any need for us to decide this issue by indicating that Qwest would provide Mountain with the information necessary so that Mountain could charge the originating carrier for reimbursement. Under those circumstances, Mountain dropped that part of its petition.

* * * * *

Accordingly, the Commission's order is vacated in part and the case is remanded.

network." Obviously, this statement is untrue on several counts in light of the FCC's Local Competition Order as cited above and their current rules. In addition, this section does not explain any rationale whatsoever for the relationship of "toll buy-down issues" to relevant FCC rules.

The Hearing Examiner seemed to have had the impression that the Petitioners, at least Tel-Car, Inc. and PageData, were trying to recover for toll buy-down facilities, such as "wide area calling" or "FX". *Proposed Order, pp. 17-21.* That simply isn't the case. Any facility Qwest uses to deliver call traffic to Petitioners is part of the Qwest network for which Qwest receives compensation. Qwest is totally without basis for its assertion that Petitioners use any Qwest facilities to provide wide area calling. There is a significant difference between wide area calling services, which the FCC declared to be "services not necessary for interconnection", and Qwest's obligations to deliver Qwest- originated call traffic from within the FCC defined local calling area for CMRS providers which is the MTA, or in the case of Qwest, the LATA boundaries. Wide area calling services involve the provisioning of telephone numbers (normally seven digits) in multiple Qwest local calling areas. This service (similar to 800 toll free services) allows a subscriber to be called using the same telephone number in multiple local exchange areas. Petitioners have not requested any reimbursement or credit for such services. Conversely, Petitioners' request to have call traffic delivered from multiple Qwest local exchange areas is not wide area calling and is simply a request to have local call traffic delivered to a single point of interconnection in the LATA as is done for other CMRS carriers. *Tr., pp. 482-484.*

What the FCC ruled in the TSR Order regarding "wide area calling" actually supports the Petitioners, rather than Qwest. The FCC ruled, "section 51.703(b) of the Commission's

rules does not prohibit LECs from charging, in certain instances, for 'wide area calling' or similar services where a terminating carrier agrees to compensate the LEC for toll charges that would otherwise have been paid by the originating carrier's customer". *TSR Order, p. 24, ¶ 40.* The FCC says that a LEC can charge for wide area calling or similar services "in certain instances". Those would be where a terminating carrier "agrees" to compensate the LEC for toll charges that would "otherwise" have been paid by the originating carrier's customer. Thus, it is only where the paging carrier agrees to have the charges assessed against it, rather than the end user who would normally pay, that the paging carrier must pay for such services. This clearly demonstrates that the charges in question are normally the responsibility of the originating carrier's customer. It is only where "paging providers and LECs decide to enter into wide area calling or reverse billing arrangements" that the paging carrier must pay for those services. *TSR Order, p. 20.*

Mr. McNeal testified that he had never entered into an agreement with Qwest for payment of wide area service lines or any other reverse billing lines. *Tr., pp. 501-502.* When asked if there was any such agreement, Sheryl Fraser hemmed and hawed a bit but could not point to any agreement. *Tr., pp. 412-413.* Her answer boiled down to the fact that a paging carrier would either have to agree or be disconnected. *Id.*

On several occasions during the conduct of this proceeding, Qwest has used the terms "FX" and "Foreign Exchange" to denote the transport of calls to local CMRS numbers from the Qwest local exchange where the numbers are rated, to another Qwest local exchange where the point of interconnection is located. *Tr., pp. 95-97 and 413-145.* This nomenclature is misplaced. Qwest has used these terms to disguise its obligations for call traffic delivery. However, during the hearing of this matter, Qwest acknowledged that the

terms "FX" or "Foreign Exchange" are not the correct terminology for the transport of calls to be delivered to CMRS providers. *Tr., pp. 251-252, 318-319, 328, 382-386, 440-4420 and 465-466.* The accepted definition of Foreign Exchange (FX) service is: A network-provided service in which a telephone in a given local exchange area is connected, via a private line, to a central office in another, i.e., "foreign" exchange, rather than the local exchange area's central office. (To call originators, it appears that the subscriber having the FX service is located in the foreign exchange area.)[3] Foreign Exchange service is not related in any way to the FCC requirement that calls be delivered from anywhere within the LATA and the MTA to the point of interconnection with a CMRS carrier. Qwest's use of the term "FX" to describe the facilities it uses to deliver call traffic to Petitioners is incorrect and should be ignored. The facilities Qwest uses to deliver call traffic to Petitioners, as referenced in this proceeding, regardless of the nomenclature used by Qwest, are not the foreign exchange or wide area calling services as referenced by the IPUC in Order No. 28601, page 10, footnote 15.

The Hearing Examiner wrongly claimed that Petitioners could not recover for facilities charges as the facilities should have been, rather than what they were. This is contrary to the consistent rulings of the FCC that a LEC must provide adequate facilities to deliver traffic to the paging carrier's point of interconnection. The Petitioners were entitled to have adequate facilities provisioned by Qwest and Petitioners were entitled to have their charges based upon a proper configuration of their facilities. The facilities necessary to deliver traffic to the point of interconnection of the CMRS are the facilities of the LEC. As the TSR Order makes clear, the LEC has a responsibility to provide a single point of

[3] *From* FED-STD-1037C TELECOMMUNICATIONS: GLOSSARY OF TELECOMMUNICATION TERMS

way, Qwest's obligation to transport call traffic to CMRS carriers and the unlawful nature of Qwest's charges for this service.

In discussing Ms. Cheryl Fraser's testimony the Hearing Examiner says, "Ms. Fraser also said that single point of connection per LATA to deliver all traffic is only available in a Type 2 connection (all the Petitioners here use a Type 1 connection) and even the Type 2 single point connection has only been available since late in 2000." However, no mention is made by the Hearing Examiner of the requirements of the TSR Order that call for LEC's, such as Qwest, to deliver call traffic from anywhere in the LATA. *See, TSR Order, p. 19, ¶ 31.* This significant omission materially affects the Hearing Examiner's conclusions regarding reimbursement for Qwest facilities charges for the Frame Relay and T-1 dedicated lines used by Qwest to deliver call traffic to Petitioners.

In discussing the "Toll Buy-Down" the Hearing Examiner goes to great lengths to discuss and quote various FCC directives and the Local Competition Order on "wide area calling " and other retail services. However, the issues at hand involve the delivery of call traffic from anywhere in the LATA to Petitioner's points of presence, as required by the TSR Wireless Order and the Local Competition Order. None of the facilities involved are associated with retail services and do not involve "wide area calling". The Hearing Examiner has confused the obligations of Qwest to deliver call traffic to Petitioners with Qwest's unfounded and illogical arguments that somehow they are not required to deliver call traffic according to the FCC's TSR Order, especially for Type 1 interconnection. The Hearing Examiner totally ignores the admitted Qwest discrimination against Type 1 connected carriers and provides no lawful explanation of his conclusions that allow Qwest to charge Petitioners for facilities that are plainly used to deliver Qwest originated local call traffic to

Petitioners. There is also no lawful citation to FCC rules that allows Qwest to arbitrarily select a 20-mile limitation on facilities used by Qwest to deliver call traffic to Petitioners. Simply because the Hearing Examiner may perceive that Petitioners may have intended some arrangement or agreement favorable to Qwest does not make it a lawful reason for allowing Qwest to clearly violate FCC rules pertaining to facility charges.

Another area where Qwest failed to establish any entitlement to an offset is with regard to mileage. Qwest arbitrarily claimed that it was entitled to recover 24% with regard to all traffic within 20 miles and 100% for all traffic beyond 20 miles. This was based on "a study to come up with what would be a local calling area". *Tr., p. 319.* Qwest also used a facility formula of 0-25 miles and 26-50 miles for some sort of estimation purpose. *Tr., p. 321.* It isn't entirely clear why Qwest could not have based its estimate on 0-20 miles rather than 0-25 miles. This appears to be just more of Qwest's smoke and mirrors. This 20-mile limit is supposedly based on the language in the TSR Order dealing with buying down toll. *Tr., pp. 445-446.* However, there is nothing in the TSR Order that would allow a LEC to establish an arbitrary 20-mile boundary for a local calling area. Indeed, the FCC clearly defined a local calling area as the MTA, except for RBOCs, such as Qwest, for which the local calling area is the LATA boundary. *TSR Order, p. 19, ¶ 31.* This definition of local calling area has been concurred in by Qwest. *Exhibit 118, p. 2.* There is nothing in the TSR Order that would permit a LEC to establish a smaller, arbitrary local calling area, beyond which it could levy charges at 100%. This would allow Qwest to evade the requirements of the TSR Order by simply shrinking its local calling area to such an extent that all calls would fall outside that area. It should be noted that the present local calling area for residential customers in the Boise area extends all of the way from Mountain Home in Elmore County to

PUBLISHED

UNITED STATES COURT OF APPEALS

FOR THE FOURTH CIRCUIT

MCIMETRO ACCESS TRANSMISSION SERVICES, INCORPORATED, a Delaware Corporation,

Plaintiff-Appellant,

v.

BELLSOUTH TELECOMMUNICATIONS, INCORPORATED, A Georgia Corporation; JOANNE SANFORD, in her official capacity as Chair of the North Carolina Utilities Commission; J. RICHARD CONDER; ROBERT V. OWENS, JR.; SAM J. ERVIN, IV; LORINZO L. JOYNER; JAMES Y. KERR, II; MICHAEL S. WILKINS, in their official capacities as Commissioners of the North Carolina Utilities Commission,

Defendants-Appellees,

and

NORTH CAROLINA UTILITIES COMMISSION,

Defendant.

No. 03-1238

Appeal from the United States District Court
for the Eastern District of North Carolina, at Raleigh.
Malcolm J. Howard, District Judge.
(CA-01-921-5)

Argued: October 30, 2003

Decided: December 18, 2003

Before LUTTIG, WILLIAMS, and KING, Circuit Judges.

Reversed in part, vacated in part, and remanded by published opinion. Judge Williams wrote the opinion, in which Judge Luttig and Judge King joined.

COUNSEL

ARGUED: Michael Brian DeSanctis, JENNER & BLOCK, L.L.C., Washington, D.C., for Appellant. Sean Abram Lev, KELLOGG, HUBER, HANSEN, TODD & EVANS, P.L.L.C., Washington, D.C., for Appellees. **ON BRIEF:** Donald B. Verrilli, Jr., Daniel Mach, JENNER & BLOCK, L.L.C., Washington, D.C.; Jeffrey A. Rackow, MCI, Washington, D.C., for Appellant. Eugene M. Paige, KELLOGG, HUBER, HANSEN, TODD & EVANS, P.L.L.C., Washington, D.C.; M. Gray Styers, Jr., KILPATRICK STOCKTON, L.L.P., Raleigh, North Carolina; Edward L. Rankin, III, General Counsel-North Carolina, BELLSOUTH TELECOMMUNICATIONS, INC., Raleigh, North Carolina, for Appellees.

OPINION

WILLIAMS, Circuit Judge:

In this appeal, MCImetro Access Transmission Services LLC (MCI) challenges the legality, under the Telecommunications Act of 1996 (the 1996 Act), *see* 47 U.S.C.A. §§ 251-276 (West 2001 & Supp. 2003), of three aspects of the interconnection agreement between it and BellSouth Telecommunications, Inc. (BellSouth) that the North Carolina Utilities Commission (NCUC) arbitrated and approved. Specifically, MCI argues (1) that the provision in the interconnection agreement allowing BellSouth to charge MCI the incremental cost of transporting calls originating on BellSouth's network from the originating caller's local calling area to MCI's distant point of interconnection violates 47 C.F.R. § 51.703(b) (2002); (2) that the

provision in the interconnection agreement restricting MCI's use of BellSouth's unbundled network elements under certain circumstances violates various FCC rules; and (3) that the provision in the interconnection agreement limiting BellSouth's obligation to provide access to two-way trunking to only those circumstances where there is insufficient traffic to support one-way trunks violates 47 C.F.R. § 51.305(f) (2002). MCI initiated this action in the United States District Court for the Eastern District of North Carolina pursuant to the 1996 Act's judicial review procedure. *See* 47 U.S.C.A. § 252(e)(6). The district court found the challenged provisions to be consistent with federal law and accordingly granted summary judgment in favor of BellSouth. MCI appeals, and for the reasons that follow, we reverse in part, vacate in part, and remand for further proceedings.

I.

Prior to the passage of the 1996 Act, the laws of the various states governed the provision of local telephone service, and almost without exception, each state conferred an exclusive franchise to a single company to provide such service. Under the protection of these state-conferred monopolies, each of these companies, called Local Exchange Carriers (LECs), built the infrastructure necessary to provide local telephone services, including elements such as the local loops (wires connecting telephones to switches), the switches (computerized equipment routing calls to their destinations), and the transport trunks (high capacity wires transmitting traffic between switches). *See AT&T Corp. v. Iowa Utils. Bd.*, 525 U.S. 366, 371 (1999). Thus, not only were these LECs the only entities allowed by law to provide local telephone service, they were the only entities with the networks necessary to do so.

Through the 1996 Act, Congress sought to supplant the system of state-sanctioned monopoly in favor of a system of free competition. In addition to pre-empting the state laws that protected existing LECs[1] from competition, *see* 47 U.S.C.A. § 253, Congress, recognizing both

[1]In the parlance of the 1996 Act, the LECs that existed prior to February 8, 1996 are called "incumbents" or "incumbent LECs." *See* 47 U.S.C.A. § 251(h)(1) (West 2001). We use those terms interchangeably here.

that the provision of local service required significant infrastructure and that the prohibitive cost of duplicating an incumbent LEC's infrastructure would be an insuperable barrier to entry, imposed on incumbents a number of affirmative duties intended to facilitate market entry by potential competitors. *See* 47 U.S.C.A. § 251(c) (West 2001). Two of these duties are relevant to the issues MCI raises in this appeal.

First, Congress required incumbent LECs to "interconnect" their networks with the new networks constructed by the new entrants, known as competing LECs (CLECs). *See* 47 U.S.C.A. § 251(c)(2). Such interconnection is necessary to the viability of the multi-provider system envisioned by the 1996 Act because, absent interconnection, customers of different LECs in the same local calling area would not be able to call each other, and CLECs consequently would never attract customers. Under this provision, an incumbent must allow a CLEC to select any point of interconnection (POI) with the incumbent's network that is "technically feasible," 47 U.S.C.A. § 251(c)(2)(B), and must provide interconnection "on rates, terms, and conditions that are just, reasonable, and nondiscriminatory," 47 U.S.C.A. § 251(c)(2)(D). Pursuant to the Federal Communications Commission's (FCC) regulations, just, reasonable, and nondiscriminatory interconnection requires incumbents to provide access to "two-way trunking" upon request for interconnection where technically feasible. A two-way trunk is a single trunk connecting the CLEC's switch to the incumbent's switch for transmission of traffic both to and from the incumbent, as opposed to two separate trunks, each dedicated to transmitting traffic in one direction.

Second, Congress required incumbents to lease the constituent elements of their local networks (*e.g.*, loops, switches, etc.) to CLECs on a separately priced, or "unbundled" basis. 47 U.S.C.A. § 251(c)(3). The incumbents also must allow the CLECs to use leased unbundled network elements (UNEs) to provide any "telecommunications service," *see id.*, a term defined by statute as "the offering of telecommunications for a fee," 47 U.S.C.A. § 153(46) (West 2001). As with interconnection, incumbents must make UNEs available "on rates, terms, and conditions that are just, reasonable, and nondiscriminatory." 47 U.S.C.A. § 251(c)(3).

The 1996 Act likewise imposes obligations on all LECs, incumbents and CLECs alike, *see* 47 U.S.C.A. § 251(b), one of which is relevant here. Under § 251(b)(5), each LEC has the duty "to establish reciprocal compensation arrangements for the transport and termination of telecommunications." Reciprocal compensation agreements must "provide for the mutual and reciprocal recovery by each carrier of costs associated with the transport and termination on each carrier's network facilities of calls that originate on the network facilities of the other carrier." 47 U.S.C.A. § 252(d)(2)(A). In other words, for calls generated on one LEC's network and bound for a destination on another LEC's network, the receiving LEC may charge the originating LEC for the cost of transporting the call from the POI to its destination and terminating that call with the intended recipient.

In addition to imposing these and other substantive requirements, Congress established a procedural framework through which incumbents and CLECs are to negotiate the CLECs' entry into the incumbent's market. First, the parties must attempt to establish terms of interconnection through negotiation. *See* 47 U.S.C.A. § 252(a)(1). To the extent they cannot reach agreement, either LEC may ask the governing state utility commission to conduct an arbitration to resolve the disputed issues. *See* 47 U.S.C.A. § 252(b)(1). The results of that arbitration are then memorialized in an "interconnection agreement" between the LECs, which is then submitted for approval to the state utility commission. 47 U.S.C.A. § 252(e). A party aggrieved by the state utility commission's resolution of disputed issues may seek review of that decision in federal district court, which has exclusive jurisdiction over such matters. 47 U.S.C.A. § 252(e)(6).

In this case, MCI challenges aspects of its most recent interconnection agreement with BellSouth that resulted from arbitration before the NCUC. MCI and BellSouth began negotiating their first interconnection agreement in North Carolina in 1996, shortly after passage of the 1996 Act. As this interconnection agreement approached expiration, the parties began negotiating a new interconnection agreement, and on April 6, 2000, MCI petitioned the NCUC to arbitrate unresolved issues. On April 3, 2001, the NCUC issued its Recommended Arbitration Order. *See In re Petition of MCImetro Access Transmission Services LLC for Arbitration of Certain Terms and Conditions of Proposed Agreement with BellSouth Telecommunications, Inc.*

Concerning Interconnection and Resale Under the Telecommunications Act of 1996, Docket No. P-474, Sub. 10, Recommended Arbitration Order (NCUC Apr. 3, 2001) (*First Arbitration Order*). (J.A. at 143.) MCI filed objections to the *First Arbitration Order*, contesting, *inter alia*, the issues it raises here. On August 2, 2001, the NCUC ruled on MCI's objections and required the parties to file a composite agreement. *See In re Petition of MCImetro Access Transmission Services, LLC for Arbitration of Certain Terms and Conditions of Proposed Agreement with BellSouth Telecommunications, Inc. Concerning Interconnection and Resale Under Telecommunications Act of 1996*, Order Ruling On Objections and Requiring The Filing of The Composite Agreement, Docket No. P-474, Sub. 10 (NCUC Aug. 2, 2001) (*Second Arbitration Order*). (J.A. at 263.) On November 7, 2001, following the aforementioned ruling, the parties filed their final Composite Interconnection Agreement.

On November 21, 2001, MCI filed suit in the district court challenging three aspects of the interconnection agreement that the NCUC had arbitrated and approved: (1) the NCUC's decision to allow BellSouth to charge MCI the incremental cost of transporting calls generated on BellSouth's network from the originating caller's local calling area to MCI's distant POI; (2) the decision to restrict MCI's use of BellSouth's unbundled network elements under certain circumstances; and (3) the decision to require BellSouth to provide access to two-way trunking, if technically feasible, only where there is insufficient traffic to support one-way trunking. After briefing on cross-motions for summary judgment, the district court granted summary judgment to BellSouth on all issues. MCI now appeals.

II.

We review de novo both the district court's grant of summary judgment and the NCUC's interpretation of the 1996 Act and the federal regulations enacted pursuant thereto, and accord no deference to the NCUC's interpretations of federal law. *AT&T Comms. of Va., Inc. v. Bell Atlantic-Virginia, Inc.*, 197 F.3d 663, 668 (4th Cir. 1999). We note that the parties challenge neither the NCUC's findings of fact nor the legality of the FCC's regulations.

A.

The first issue we consider is whether BellSouth can charge MCI for the cost of transporting local calls originating on BellSouth's network to MCI's chosen POI, when that POI happens to be outside of the local calling area where the call originated. Because this issue is a by-product of the differences between BellSouth's and MCI's respective network architectures, a brief word about those architectures is helpful in understanding the legal question before us. According to the NCUC,

> this issue exists because [MCI] and BellSouth have each built and intend to utilize totally separate and different networks for the provision of local service in North Carolina. Each carrier's local network was designed to be the most efficient and cost-effective for that carrier. BellSouth stated that its system consists of a number of local networks that have developed over time and each local network is characterized by the use of multiple local switches. Also, as commented on by BellSouth, [MCI] has a single switch in North Carolina.

First Arbitration Order at 47. (J.A. at 189.)

In exercising its right under § 251(c)(2)(B) to designate a technically feasible POI, MCI decided to interconnect with BellSouth's network at only one point in the North Carolina local access and transport area (LATA), through its single North Carolina switch. Therefore, all traffic between MCI and BellSouth customers must pass through that one POI, regardless of the locations of the two customers. This arrangement means, for example, that when a BellSouth customer wants to call her neighbor, an MCI customer, BellSouth must transport that call through MCI's one POI, even though that POI might be hundreds of miles away. Thus, as a consequence of MCI's independent decision respecting network construction and interconnection — *i.e.*, the decision to use one switch in North Carolina rather than multiple switches, and to interconnect through that one switch alone — BellSouth must incur greater costs for transporting routine local traffic. In arbitration before the NCUC, BellSouth proposed to resolve this perceived inequity by requiring MCI to pay it the incre-

mental cost[2] of transporting traffic destined for MCI's network from the relevant local calling area to the POI. The NCUC adopted BellSouth's proposal and ordered the cost-shifting provision be included in the final interconnection agreement.

MCI argues that this provision in the interconnection agreement is contrary to federal law. MCI points specifically to FCC Rule 51.703(b), one of the several rules comprising the FCC's regime governing reciprocal compensation for the transport and termination of telecommunications traffic as required by 47 U.S.C.A. § 251(b)(5). *See* 47 C.F.R. §§ 51.701-51.717. Rule 703(b) states, "[a] LEC may not assess charges on any other telecommunications carrier for telecommunications traffic that originates on the LEC's network." 47 C.F.R. § 51.703(b). Because BellSouth's cost-shifting provision is an assessment of charges for traffic that originates on BellSouth's own network, MCI argues, the provision is contrary to Rule 703(b) and thus is illegal. Moreover, MCI notes, the Wireline Communications Bureau (the Wireline Bureau), a subdivision of the FCC, in a case concerning interconnection in Virginia, has rejected a similar cost-shifting provision as being discordant with Rule 703(b). *See In re Petition of WorldCom, Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes With Verizon Virginia Inc., and for Expedited Arbitration*, 17 F.C.C.R. 27039 (2002) (*Virginia Arbitration Order*).

BellSouth counters that the proposed cost-shifting is not reciprocal compensation, but rather a form of reimbursement for the cost of interconnection that BellSouth submits is permissible under FCC rules. In support of its position, BellSouth points to the 1996 Report and Order wherein the FCC adopted initial rules to implement the 1996 Act. *See In re Implementation Of The Local Competition Provisions In The Telecommunications Act Of 1996*, 11 F.C.C.R. 15499

[2]BellSouth proposed, and the NCUC approved, a charge only for the incremental cost of transporting traffic outside the local calling area. In other words, BellSouth would transport the call from the customer to the edge of the local calling area without charge to MCI. The charge would reflect the cost of transporting the call the additional distance from the edge of the local calling area to the POI.

(1996) (*Local Competition Order*). BellSouth notes that, in paragraph 199 of this order, the FCC, in concluding that cost was not a relevant factor in determining whether a CLEC's requested point of interconnection was "technically feasible," stated, "[o]f course, a requesting carrier that wishes a 'technically feasible' but expensive interconnection would, pursuant to section 252(d)(1), be required to bear the cost of that interconnection, including a reasonable profit."[3] *Id.* at 15603 ¶ 199. And, later in that same order, the FCC, in discussing its rules for the physical act of interconnection, noted that, "*because competing carriers must usually compensate incumbent LECs for the additional costs incurred by providing interconnection*, competitors have an incentive to make economically efficient decisions about where to interconnect." *Id.* at 15608 ¶ 209 (emphasis added). These statements, BellSouth argues, show that the FCC intended for incumbents to be able to shift the cost of interconnection to CLECs. Because the provision at issue here relates to the cost of interconnection, BellSouth's argument goes, it is not governed by the reciprocal compensation regime at all, and Rule 703(b) is thus inapplicable.

BellSouth points to a decision by the FCC in a proceeding arising under 47 U.S.C.A. § 271 as evidence that its cost-shifting provision is acceptable. *See In re Application Of Verizon Pennsylvania Inc., et al. For Authorization To Provide In-Region, InterLATA Services In Pennsylvania*, 16 F.C.C.R. 17419, 17474-75 ¶¶ 99-100 (2001) (*Pennsylvania 271 Order*). The *Pennsylvania 271 Order* addressed the application of Verizon, a former Bell Operating Company and incumbent LEC in Pennsylvania, under 47 U.S.C.A. § 271 to provide long distance services in Pennsylvania. This order is relevant, BellSouth argues, because under § 271, former Bell Operating Companies who intend to provide long distance service must satisfy a number of requirements, one of which being that they allow interconnection with their local exchange networks in accordance with § 251 and § 252. 47 U.S.C.A. § 271(c)(2). In conducting its review of Verizon's application to provide long-distance service in Pennsylvania, the FCC concluded that Verizon had satisfied its interconnection obligations, even though Verizon was imposing a charge like the one at issue here. This

[3]Section 252(d) sets forth the criteria that state utilities commissions are to consider when negotiating the "just and reasonable rate for the interconnection of facilities and equipment."

ruling, BellSouth asserts, proves the legality of its cost-shifting provision.

BellSouth's attempts to evade the unambiguous language of Rule 703(b)[4] are ultimately unavailing. First, to accept BellSouth's position that the provision here is a permissible charge for the cost of interconnection, the term "interconnection" must be interpreted broadly to include not only the physical act of connecting the networks, but also the ongoing state of interconnectivity. So interpreted, the cost of transporting traffic to a distant interconnection point is a "cost of interconnection" because it is necessitated by the ongoing state of interconnectivity at MCI's chosen POI. The FCC, however, squarely rejected such a broad interpretation of that term in the *Local Competition Order*. *See* 11 F.C.C.R. at 15590 ¶ 176. In its Notice of Proposed Rulemaking (NPRM) preceding the issuance of the *Local Competition Order*, the FCC sought comment on whether the term "interconnection" might refer "only to the physical linking of two networks or to both the linking of facilities and the transport and termination of traffic." *Id.* at 15588-89 ¶ 174. The FCC adopted the former definition: "We conclude that the term 'interconnection' under section 251(c)(2) refers only to the physical linking of two networks for the mutual exchange of traffic." *Id.* at 15590 ¶ 176. Therefore, because the cost of interconnection is only the one-time cost associated with the physical act of linking one network to another and not the recurring cost of transport and termination of traffic, the charge imposed by BellSouth here cannot be characterized as a "cost of interconnection" that is permitted by FCC rules.[5]

[4]Neither party asserts that Rule 703(b) is an unreasonable application of § 251 and we thus accept it as binding in this action.

[5]BellSouth notes that the Third and Ninth Circuits have cited paragraphs 199 and 209 of the *Local Competition Order* in interconnection cases, *see MCI Telecomms. Corp. v. Bell Atlantic-Pennsylvania*, 271 F.3d 491, 518 (3d Cir. 2001), *US West Comms., Inc. v. Jennings*, 304 F.3d 950, 961 (9th Cir. 2002), and argues that the language those courts employed supports its position here. These decisions both address the issue of whether a CLEC can be required to establish multiple points of interconnection in a single local access and transport area. Accordingly, the statements regarding the cost of interconnection, to the extent that they refer to anything more than the cost of physical linkage, are mere dicta and not persuasive here.

Furthermore, contrary to BellSouth's assertions, the FCC's decision in the *Pennsylvania 271 Order* does not validate the legality of its cost-shifting proposal. In the brief portion of *Pennsylvania 271 Order* that addresses the issue, the FCC fails to mention Rule 703(b) even once and addresses the propriety of cost-shifting only obliquely through reference to an Intercarrier Compensation NPRM:

> Verizon acknowledges that its policies distinguish between the physical POI and the point at which Verizon and an interconnecting competitive LEC are responsible for the cost of interconnection facilities. The issue of allocation of financial responsibility for interconnection facilities is an open issue in our Intercarrier Compensation NPRM . . . Because the issue is open in our Intercarrier Compensation NPRM, we cannot find that Verizon's policies in regard to the financial responsibility for interconnection facilities fail to comply with its obligations under the Act.

Pennsylvania 271 Order, 16 F.C.C.R. at 17474-75 ¶ 100 (footnote omitted). In the *Intercarrier Compensation NPRM*, the FCC does recognize and describe the tension between Rule 703(b) and the ability of CLECs to select a single POI per LATA, and it invites comment respecting the action that should be taken to resolve that tension. *See In re Developing a Unified Intercarrier Compensation Regime*, 16 F.C.C.R. 9610, 9635 ¶ 72, 9650-51 ¶¶ 112-14 (2001) (*Intercarrier Compensation NPRM*). But, it is important to note that the FCC's invitation for comment on the issue is motivated by its own recognition that Rule 703(b), by its plain terms, prohibits the type of cost-shifting that BellSouth advocates here. *Id.* at 9650 ¶ 112 ("Our current reciprocal compensation rules preclude an [incumbent] from charging carriers for local traffic that originates on the [incumbent]'s network."). Thus, whatever the implications of the *Pennsylvania 271 Order*, it provides thin support for the proposition that the cost-shifting here is not governed by Rule 703(b).[6]

[6]The FCC's rather cursory treatment of the cost-shifting issue in the Pennsylvania case is likely the result of the fact that the FCC considers § 271 proceedings to be "inappropriate forums for the considered resolution of industry-wide local competition questions of general applicability." *See In re Joint Application of SBC Communications, Inc., et al. For Provision Of In-Region, InterLATA Services In Kansas And Oklahoma*, 16 F.C.C.R. 6237, 6246 ¶ 19 (2001).

We also recognize that the FCC has not ruled definitively that cost-shifting is prohibited. The *Virginia Arbitration Order*, the FCC decision upon which MCI relies, is the only occasion where the FCC has addressed cost-shifting in the § 252 context. In that case, the Wireline Bureau, standing in the shoes of a state utilities commission,[7] arbitrated a dispute between an incumbent and a CLEC virtually identical to the dispute here, with the incumbent advocating cost-shifting and several CLECs resisting. The Wireline Bureau ultimately decided not to implement the incumbent's cost-shifting provision, but notably stopped short of declaring such a provision illegal:

> We find that the [CLECs'] proposed language *more closely conforms* to our existing rules and precedent than do [the incumbent]'s proposals. [The incumbent]'s interconnection proposals require competitive LECs to bear [the incumbent]'s costs of delivering its originating traffic to a point of interconnection beyond the [incumbent]-specified financial demarcation point[.] . . . Specifically, under [the incumbent]'s proposed language, the competitive LEC's financial responsibility for the further transport of [the incumbent]'s traffic to the competitive LEC's point of interconnection and onto the competitive LEC's network would begin at the [incumbent]-designated [demarcation point], rather than the point of interconnection. By contrast, under the [CLECs'] proposals, each party would bear the cost of delivering its originating traffic to the point of interconnection designated by the competitive LEC. The [CLECs'] proposals, therefore, are *more consistent with* the Commission's rules for section 251(b)(5) traffic, which prohibit any LEC from charging

[7]The Wireline Bureau performed the same function that the NCUC performed here. Under 47 U.S.C.A. § 252(e)(5), the FCC is required to assume the responsibilities of state commissions to conduct arbitration proceedings under the 1996 Act if a state commission "fails to act to carry out its responsibility" under § 252. In 47 U.S.C.A. § 155(c)(1), Congress explicitly granted the FCC the authority to delegate its functions to a subdivision. In the Virginia case, the Virginia State Corporation Commission declined to arbitrate the dispute, the parties petitioned the FCC to conduct the arbitration, and the FCC delegated its authority to the Wireline Bureau.

> any other carrier for traffic originating on that LEC's network; they are also *more consistent with* the right of competitive LECs to interconnect at any technically feasible point.[FN 125]
>
> [FN 125] 47 C.F.R. § 51.703(b)

17 F.C.C.R. at 27064-65 ¶ 53 (emphases added). The FCC's[8] choice of words (*i.e.*, "more closely conforms" and "more consistent with") is, at the very least, curious, and seems to reflect a reticence on the part of the FCC to declare cost-shifting in this context illegal, perhaps because, in the *Virginia Arbitration Order*, that conclusion was not required in arbitrating the parties' dispute.[9]

In sum, we are left with an unambiguous rule, the legality of which is unchallenged, that prohibits the charge that BellSouth seeks to impose. Rule 703(b) is unequivocal in prohibiting LECs from levying charges for traffic originating on their own networks, and, by its own terms, admits of no exceptions. Although we find some surface appeal in BellSouth's suggestion that the charge here is not reciprocal compensation, but rather the permissible shifting of costs attending interconnection, the FCC, as noted above, has endorsed cost-shifting related to interconnection only as it relates to the one-time costs of

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[8]BellSouth argues that the Wireline Bureau's decision here should not be given the deference we normally give decisions by the FCC, because it is a subdivision and not the commission itself. This argument lacks merit. When a federal agency delegates its decision-making authority to a subdivision and Congress has expressly permitted such delegation by statute, the decision of the subdivision is entitled to the same degree of deference as if it were made by the agency itself. *See Ford Motor Credit Co. v. Milhollin*, 444 U.S. 555, 566 n.9 (1980). Although the Wireline Bureau's decision has limited relevance for the reasons described in text, because the delegation was pursuant to 47 U.S.C. § 155(c)(1), we accord it the same deference as if it had been rendered by the FCC itself.

[9]We note that the Fifth Circuit has described the *Virginia Arbitraion Order* as "confirm[ing] that . . . an [incumbent] is prohibited from imposing charges for delivering its local traffic to a POI outside the [incumbent's] local calling area." *Southwestern Bell Tel. Co. v. Publ. Utils. Comm'n of Tex.*, ___ F.3d ___, No. 03-50107, 2003 WL 22390281, *2 (5th Cir. Oct. 21, 2003).

physical linkage, and in doing so, expressly declined the invitation to extend the definition of "interconnection" to include the transport and termination of traffic. *See Local Competition Order*, 11 F.C.C.R. at 15588-89 ¶ 176. Furthermore, the FCC recognized that such a broad interpretation of the concept of interconnection would interfere with its reciprocal compensation regulations: "Including the transport and termination of traffic within the meaning of section 251(c)(2) would result in reading out of the statute the duty of all LECs to establish 'reciprocal compensation arrangements for the transport and termination of telecommunications,' under section 251(b)(5)." *Id.* As a consequence, the FCC's rules cannot fairly be interpreted in the manner necessary to allow the limited construction of Rule 703(b) that BellSouth seeks. While, as a matter of good telecommunications policy, there may be legitimate reasons to allow cost-shifting in this context, *see Intercarrier Compensation NPRM*, 16 F.C.C.R. at 9650-51, ¶¶ 112-14, it is the province of the FCC and not the federal courts to implement such a policy. Our task here is simply to assess the interconnection agreement under existing federal law. Because the interconnection agreement allows BellSouth to charge MCI for traffic originating on the BellSouth network, it violates the 1996 Act as implemented by the FCC's current rules. Accordingly, we reverse the district court's grant of summary judgment in favor of BellSouth on this issue, and direct the district court to enter summary judgment in favor of MCI on this issue. *See AT&T*, 197 F.3d at 671 n.4.

B.

The second issue that MCI raises on appeal is whether the provision in the interconnection agreement restricting, under certain circumstances, MCI's use of BellSouth's UNEs (*e.g.*, trunks and switches) for the provision of "switched access" service violated federal law. MCI desires to provide switched access service using BellSouth UNEs to customers in North Carolina, regardless of whether the switched access customer is an MCI local exchange customer. The NCUC allowed MCI to use BellSouth UNEs to provide switched access service, but only to MCI local exchange customers. (J.A. at 204-05; 286.) MCI now argues both that this limitation violates FCC rules prohibiting incumbents from placing any restrictions on the use of UNEs and that the limitation is discriminatory.

Shortly before oral argument in this case, the FCC substantially altered its rules respecting the unbundling obligations of incumbent LECs. *See In re Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket Nos. 01-338, 96-98, 98-147, ___ F.C.C.R. ___, 2003 WL 22175730 (F.C.C. Aug. 21, 2003) (*Triennial Review Order*). Both MCI and BellSouth submitted letters pursuant to Rule 28(j) of the Federal Rules of Appellate Procedure and our Local Rule 28(e) advising us of the *Triennial Review Order*, and both parties argue that it supports their respective positions. Because the *Triennial Review Order* alters significantly the federal regulatory framework that governs this issue, and because the parties do not agree on the import of that order, prudence dictates that we vacate the award of summary judgment and remand this issue to the district court so that the issue can be developed fully in light of the FCC's new rules.

C.

The final issue we consider is the legality of the NCUC's conclusion that BellSouth is obligated to use two-way trunks upon MCI's request only in circumstances where two-way trunking is both technically feasible and there is not sufficient traffic to justify one-way trunks. In implementing the interconnection provision of the 1996 Act, the FCC adopted Rule 305(f), which states that "[i]f technically feasible, an incumbent LEC shall provide two-way trunking upon request." 47 C.F.R. § 51.305(f) (2002). MCI argues that the NCUC violated this provision by allowing BellSouth to impose a condition on the provision of two-way trunking not contained in the regulation, that condition being the lack of traffic sufficient to justify one-way trunks.

In implementing the provision in question, the NCUC relied on the FCC's explanation in the *Local Competition Order* of the rationale behind the two-way trunking rule. In paragraph 219 of that order, the FCC explained:

> We identify below specific terms and conditions for interconnection in discussing physical or virtual collocation (i.e., two methods of interconnection). *We conclude here, however, that where a carrier requesting interconnection pursu-*

> *ant to section 251(c)(2) does not carry a sufficient amount of traffic to justify separate one-way trunks, an incumbent LEC must accommodate two-way trunking upon request where technically feasible.* Refusing to provide two-way trunking would raise costs for new entrants and create a barrier to entry. *Thus, we conclude that if two-way trunking is technically feasible, it would not be just, reasonable, and nondiscriminatory for the incumbent LEC to refuse to provide it.*

11 F.C.C.R. at 15612-13 ¶ 219 (emphases added) (footnotes omitted). Relying presumably on the second sentence of that paragraph, the NCUC held as follows: "The [NCUC] believes that it is clear from the above that an [incumbent] must accommodate two-way trunking upon request where technically feasible. However, the FCC has not required that an [incumbent] allow two-way trunking when there is sufficient traffic to justify one-way trunking." *First Arbitration Order* at 43. (J.A. at 185.)

We are required to give an agency's interpretation of its own regulations "controlling weight unless it is plainly erroneous or inconsistent with the regulation." *Stinson v. United States*, 508 U.S. 36, 45 (1993); *see United States v. Hoechst Celanese Corp.*, 128 F.3d 216, 221 (4th Cir. 1997). And, the FCC has stated that rules promulgated pursuant to the *Local Competition Order* should be "read in conjunction with the rest of the Order." *TSR Wireless, LLC v. US West Communications, Inc.*, 15 F.C.C.R. 11166, 11177-78 ¶¶ 20-21 (2000).

However, notwithstanding the fact that the *Local Competition Order* can be a legitimate source of amplification for FCC rules implemented thereby, the amplification inferred by the NCUC is not justified by the text of paragraph 219. Read in isolation, the second sentence of that paragraph might support the NCUC's conclusion that the FCC intended to condition the requirement to provide access to two-way trunking on the lack of traffic sufficient to support one-way trunks, but the paragraph in its entirety suggests that the scenario mentioned in the second sentence is but one of any number of scenarios where the denial of two-way trunking would render the terms of interconnection unjust. Otherwise, the last sentence of the paragraph, where the FCC conspicuously excludes any mention of sufficiency of

the traffic being a condition for the provision of two-way trunking, makes no sense. Stated differently, if the second sentence were meant to define the entire set of situations where incumbents must provide two-way trunking, then the FCC's statement, both in the last sentence of the paragraph and in Rule 305(f) itself, defining a much broader set of circumstances where access to two-way trunking is essential for the terms of interconnection to be "just, reasonable, and non-discriminatory" is in direct contradiction. If, however, we interpret the second sentence as an example of one scenario where the provision of two-way trunking is essential for the terms of interconnection to be "just, reasonable, and non-discriminatory," the entire paragraph is harmonious. Furthermore, the fact that the FCC expressly contemplated the insufficient traffic scenario and then declined to include an insufficient traffic condition in the final rule suggests that the FCC did *not* intend for such a condition to be read into its otherwise unambiguous rule.

Because the NCUC's decision to condition BellSouth's provision of two-way trunking to those situations where there is insufficient traffic to support one-way trunks allows BellSouth to refuse to provide two-way trunking in situations where it is technically feasible, it violates Rule 305(f). Accordingly, we reverse the district court's grant of summary judgment in favor of BellSouth on this issue, and direct the district court to enter summary judgment in favor of MCI. *See AT&T*, 197 F.3d at 671 n.4.

III.

To summarize, (1) we reverse the district court's conclusion that Rule 703(b) does not prohibit the provision in the interconnection agreement allowing BellSouth to charge MCI for the incremental cost of transporting BellSouth-originating traffic destined for MCI's network from the relevant local calling area to the point of interconnection and direct the district court to enter summary judgment in favor of MCI on that issue; (2) in light of the FCC's recent rule changes, we vacate the district court's summary judgment on the issue of the propriety of restricting MCI from using BellSouth UNEs to provide switched access service to customers other than MCI local exchange customers and remand for further proceedings; and (3) we reverse the district court's conclusion that conditioning the provision of two-way

trunking on the lack of traffic sufficient to justify one-way trunks was consistent with Rule 305(f) and direct the district court to enter summary judgment in favor of MCI on that issue.

REVERSED IN PART, VACATED IN PART, AND REMANDED

MR. JONES: Move the admission of 119.
MR. BATT: No objection.
HEARING OFFICER: It's admitted.
(Petitioners' Exhibit No. 119 was admitted into evidence.)
MR. JONES: That's all I've got.
HEARING OFFICER: Mr. Batt.
MR. BATT: Can I just have a second?
HEARING OFFICER: Sure.

CROSS-EXAMINATION

BY MR. BATT:
Q. Just briefly, Mr. Casper, do you have – I understood you to object to Qwest's formula with the mileage banned on the rerate. Is that right?
A. Yes, we do.
Q. Do you have facilities that extend beyond 30 or 40 miles into Idaho?
A. We had – we had facilities in Sun Valley that certainly extended beyond that.
Burley is right at that – Burley to Twin is right at that point. It might be 38 miles.
HEARING OFFICER: Did you say 30 to

40, or did you say 40?
MR. BATT: I said 30 to 40.
HEARING OFFICER: I'm sorry. The machine came on. Let's start again if you don't mind.
Q. BY MR. BATT: Mr. Casper, do you have facilities in Idaho that extend beyond 30 miles from a local calling area?
A. That's in this calculation? We had a facility that went, again, from Sun Valley – or, Hailey, more precisely, the city of Hailey, to Twin Falls, and it's – which was part of these calculations earlier on. That facility is not in place right at this moment.
Q. And what would the mileage on that one have been, do you remember?
A. It was somewhere around 68 miles, as I remember, just recollection off the top of my head.
Q. And you probably heard the lawyers arguing when we started out about FX facilities. Right?
A. That's correct.
Q. Is that what is called a FX facility there?
A. I would say my understanding of FX, it

would not be.
Q. And why is that?
A. Well, it's a – it's a carrier mileage facility that's charged. There's no reference to FX.
Foreign exchange usually represents a – a local POTS line that's been – that's extended into outlying areas anytime I've ever been connected with a FX, and we've had several FXs over the years.
Q. So what type of facility would you call that then?
A. Well, this is a – we've always referred to it as a DID facility: Direct inward dialing.
MR. BATT: Nothing further.
HEARING OFFICER: Okay. Redirect?

REDIRECT EXAMINATION

BY MR. JONES:
Q. Is that – is that a facility that you put in place, or is that a facility that U S WEST or Qwest put into place?
A. Well, it's a facility that was

negotiated with them, you know, some time ago, you know, before, you know – we're talking maybe 25 years back, you know. That was put in place, you know, with an Agreement signed between us. An Interconnect Agreement actually is what brought about the facility.
Q. Does that facility serve your point of connection?
A. It served the point of connection inside the LATA, yes.
Q. So you had to have that facility to be able to provide the numbers into your point of connection?
A. Well, it allowed us to provide toll-free service from Hailey, Idaho, to Twin Falls, Idaho, without a toll charge to the – to our potential customers or subscriber or the person that would be calling them.
Q. Regardless of whose facility it was, it was located within the LATA?
A. That's correct. That's correct, all of these were within the LATA.
Q. Okay.
MR. JONES: That's all I've got.