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BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE JOINT)
PETITION OF ROBERT RYDER, d/b/a)
RADIO PAGING SERVICE, JOSEPH B.)
MCNEAL, d/b/a PAGEDATA AND)
INTERPAGE OF IDAHO, AND)
TEL-CAR, INC., FOR DECLARATORY)
ORDER AND RECOVERY OF)
OVERCHARGES FROM U.S. WEST)
COMMUNICATIONS INC.,)

Supreme Court Docket No. 29175

IPUC Docket No. T-99-24

ROBERT RYDER, d/b/a RADIO)
PAGING SERVICE, et al.,)

**PETITIONERS' REPLY PURSUANT
TO IPUC ORDER NO. 29491**

Petitioners/Appellants,)

vs.)

IDAHO PUBLIC UTILITIES)
COMMISSION,)

**Idaho Public Utilities Commission
Office of the Secretary
RECEIVED**

Respondent on Appeal,)

JUN - 8 2004

and)

Boise, Idaho

QWEST CORPORATION,)

Respondent/Respondent on)
Appeal.)

As directed pursuant to IPUC Order No. 29491, the Petitioners hereby submit their response to the questions raised in the Order, including their reply to Qwest's Response. At the outset, it should be noted that Qwest is still at odds with definitive rulings that have been made against its position. For instance, in its response to Question No. 2, Qwest argues that PageData and Tel-Car "voluntarily entered into toll buy-down agreements by ordering the wide-calling services from Qwest's tariffs/price lists." This is precisely the argument that the DC Circuit Court of Appeals repudiated in Mountain Communications v. Federal Communications Commission, 355 F.3d 644 (D.C. Cir. 2004), at page 8 of its slip opinion (copy attached). The Court stated, "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."

Throughout this proceeding, Qwest has essentially ignored the provisions of the Telecommunications Act of 1996, 47 U.S.C. §§ 151, et seq. (Act), treating the Petitioners like regular residential or business customers, rather than telecommunications carriers. Qwest has refused to provide facilities required for interconnection, despite its requirement to do so under the Act, contending that it must be paid for any facilities provided. It has refused to provide a single point of interconnection, despite the clear requirement of 47 U.S.C. § 251(c)(2)(B), as the DC Circuit confirmed at page 3 of the slip opinion. Instead, Qwest has required that "paging interconnectors establish points of connection in each local calling area", saying "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." *Petitioners' Exhibit 112, p. 2.* (copy attached) Qwest continues to take the position that it should be compensated for transit traffic by the downstream parties (Petitioners), as opposed to the

normal practice of obtaining compensation from the upstream parties, despite the fact that Qwest has not and will not provide billing information to the Petitioners for the transit traffic and despite the fact that Qwest has probably already been compensated for the transit traffic.

It continues to be the position of the Petitioners that they are entitled to a refund of all sums that they paid to Qwest during the time periods relevant to this proceeding. From the very beginning, decisions by Circuit Courts and the FCC have provided increasing support for that position. Petitioners will first address the seven questions raised by the Commission, showing how the Mountain Communications and other rulings dictate Commission action requiring Qwest to make such a full refund. Certain exhibits that are integral to the question responses are attached. Also attached for convenient reference are certain exhibits and pages of the reporter's transcript that may be of assistance to the Commission. Finally, attached and incorporated as Appendix A is an overview analysis prepared by Joseph McNeal on behalf of PageData.

Wide Area Calling

Commission Question No. 1. For each Pager, provide the total amount of wide area calling charges (e.g., 800, FX, DID, etc.) assessed by Qwest. Describe with specificity the exact wide area calling service (if any) that each Pager utilized.

Response. In the proceeding before the Commission, Qwest characterized the lion's share of charges assessed against, and paid by, PageData (and its predecessor in interest, InterPage of Idaho) as being excluded from reimbursement. The exclusion was based upon the claim that the facilities involved in transporting traffic to PageData's point of interconnection in Boise were either private lines not necessary for interconnection or were wide area calling services for it could charge. To a lesser degree, Qwest maintained the same

position with regard to Tel-Car. The DC Circuit's Mountain Communications decision debunks Qwest's contentions.

Based solely on records provided by Qwest, it appears that the amounts billed by Qwest for what it would characterize as wide area calling and/or traffic not related to interconnection are \$158,248.75 for PageData and \$21,749.07 for Tel-Car, exclusive of interest. These are charges for traffic that should have been transported at no charge by Qwest, pursuant to Mountain Communications.

PageData

Joseph McNeal testified in these proceedings that he was seeking to recover \$240,756.03, representing the amount that he and InterPage had been billed by, and paid to, Qwest for delivery of paging traffic to his point of interconnection in Boise. The accounts representing these charges are set out in Petitioner's Exhibits 109 and 122. He testified that the lines in question funneled all of the traffic from his service area in southern Idaho, including Rexburg, Idaho Falls, Pocatello, Burley, Twin Falls and Ketchum, to his main office in Boise. He stated that Boise was the location of his point of interconnection. Mr. McNeal testified that the accounts shown on Exhibit 122 included plain old telephone service (POTS) lines, leased lines, and the frame relay, all of which were part of his paging system. He testified that the lines were "dedicated facilities to connect the paging together" and were used to bring the paging calls into the system and funnel the traffic to the point of connection in Boise. He testified that Exhibit 122 dealt only with paging bills and that it was Qwest that made the determination as to which lines were part of the paging business. When asked if Qwest "assigned the accounts between your paging business and the nonpaging services", he answered, "Yes, they did". *Tr.*, p. 497, l. 1 – p. 499, l. 7. He indicated that paging lines and

regular business lines were coded separately in his accounting system and that his request for reimbursement did not include the latter. *Tr.*, p. 525, ll. 3-10. None of this testimony was rebutted or contradicted. Indeed, Qwest presented no testimony as to how Mr. McNeal's system was configured or utilized. Qwest's witness, Sheryl Fraser, had no idea how the paging system was configured or whether POTS lines or leased lines were utilized to transport paging traffic. When asked if she knew whether a Pocatello leased line (232-7709) was used for transport to the point of connection she stated, "No, I wouldn't – I wouldn't know." *Tr.*, p. 409, ll. 10-25. Indeed, she testified that Qwest does not "really keep track of what [a POTS line is] used for." Qwest just automatically regards such a line as not being eligible for reimbursement under the TSR Order. *Tr.*, p. 460, l. 13 – p. 461, l. 13. Qwest peremptorily excluded each and every leased line and every other facility or mechanism that was designed and utilized to transport PageData's southern Idaho traffic to the Boise point of interconnection, without even inquiring as to its use or purpose.

Ms. Fraser testified that the POTS lines, leased lines, frame relay, and the like were considered to be dedicated transport for which Qwest could charge under the TSR Order. She quoted language from the Order to the effect that "Section 51.703(b) of the [FCC'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." She stated that the charges for the lines in question were not subject to being refunded because the TSR Order did not require it and because by using dedicated facilities that cross local calling areas a pager was implicitly agreeing to a wide area calling or reverse billing arrangement. *Tr.*, p. 410 – p. 418, l. 1.

PageData's system is configured as set forth in the diagram attached and incorporated as Exhibit A. This diagram shows how the PageData traffic within the LATA is funneled from local calling areas, utilizing POTS lines, leased lines, and the frame relay, to the point of interconnection in Boise. The lines comprising the system are identified in Exhibit B, which consists of pages 8-16 of Petitioners' Exhibit 111. The lines acquired from InterPage of Idaho are identified on page 9 of Exhibit 111. The configuration of the system is explained in pages 10 and 11 of Exhibit 111. The lines and accounts are identified on pages 12-16 of Exhibit 111. Following the hearing, Qwest prepared two exhibits that identify all charges made for the identified lines and accounts. Those two exhibits were submitted on September 11, 2001, as Exhibits 4 and 5 to Qwest's Post-Hearing Reply Brief and they are attached hereto as a single exhibit – Exhibit C. The first page of Exhibit C is Qwest's Exhibit 5, which compares PageData's record of payments for the lines and accounts comprising its paging system with Qwest's record of payments. Qwest indicates at the top of the exhibit that PageData's record, which was compiled from Petitioners' Exhibits 109 and 122, is for 1-96 through 9-99. PageData's payment record was actually for 8-96 through 9-99. Qwest notes that its record of payment is for 11-96 through 8-99. Qwest shows that it received \$245,628.51 on the PageData accounts from November of 1996 through August of 1999. This excludes charges for T-1 lines and frame relay, totaling \$14,926.80. The next four pages of Exhibit C (Qwest's Exhibit 4) document the payments made during the relevant timeframe for DID service, the leased lines, and the POTS lines, all of which the unrebutted testimony established were used in PageData's paging system to bring traffic to its point of interconnection. Thus, using Qwest's own figures, there can be no doubt that PageData paid \$245,628.51 for the lines and accounts identified in Exhibit C between

November of 1996 and the end of August of 1999. If one adds the \$14,926.80 for the T-1 lines and frame relay, which Qwest indicates on the first page of Exhibit C that it has “no info” about, the total is \$260,555.31.

Of all of the payments that Qwest acknowledged having received from PageData, as listed on page 1 of Exhibit C, Qwest only considered the first line item, in the amount of \$87,390 (rounded), as being a payment subject to reimbursement. This figure is what Qwest shows in Qwest Exhibit 3 to Qwest’s Recalculation of Billing Credits, dated January 15, 2002. A copy of that exhibit is attached hereto as Exhibit D. The figure in question appears in both of the right-hand columns as “Payments”. Qwest essentially ignored the other \$158,248.75 that PageData paid during the relevant timeframe for lines and accounts used in its paging system, as well as the \$14,926.80 that PageData paid for the frame relay and T-1 lines. The basis for ignoring these additional payments was that they couldn’t be related to transportation of traffic or interconnection because they were leased lines, POTS lines, private lines, or whatever. The exclusion was not based on any study or evaluation of the PageData system to see whether the lines were actually used for transporting traffic. The exclusion was merely based upon Qwest’s contention that they were wide area calling services that did not have to be furnished under the authority of the TSR order or under the assumption that a POTS line or leased line couldn’t possibly be used as an integral part of a telecommunication carrier’s system. Mr. McNeal’s un rebutted testimony was that these lines were used in PageData’s system. Vic Jackson, Petitioners’ expert, testified that POTS lines can be and are used as an interconnection facility. *Tr.*, pp. 564-567. Indeed, he testified that, “the local exchange carrier – in this case, Qwest – is required to deliver the traffic to the point of interconnection, and how it gets there is not really the important part.” *Tr.*, p. 565,

II. 3-6. Indeed, Qwest has recently acknowledged in a letter sent out to telecommunication carriers on April 30, 2004, that private lines are or have been used for transporting telecommunications traffic. A copy of that letter is attached and incorporated as Exhibit E. The letter proposes the elimination of private line transport.

The Mountain Communications decision made it absolutely clear that Qwest could not charge the Petitioners for transportation of Qwest-originated traffic throughout the LATA, even if the traffic was across local calling areas established for business and retail customers.¹ The Court unequivocally stated that a type one paging carrier, such as Mountain Communications (or Petitioners), was entitled “by statute” to a single point of interconnection. *Slip opinion, p. 3.* The Court agreed with Mountain Communications’ contention that the TSR Order “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.” *Slip opinion, p. 4.* Petitioners repeatedly made the same contention, without success, in this proceeding. See the attached excerpts from Petitioners’ Exceptions to Hearing Examiner’s Proposed Order (pp. 18-20, 23, 24). The Court noted that the FCC had made the determination that Mountain Communications, by the way it configured its system, 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.” In other words, the FCC had determined that there was an implicit agreement, the same contention that Qwest makes in this case.

¹ An observation that may be appropriate in this regard is that the local calling area for business and residential customers is different than the local calling area for a telecommunications carrier. As Qwest admitted in Petitioners’ Exhibit 118, the local calling area for CMRS providers is the LATA. According to Qwest, “In negotiations with CMRS providers US West has expanded the local calling area as far as federal law will permit: those boundaries are the LATA boundaries.” *Exhibit No. 118, p. 2; Tr., p. 119, l. 10 – p. 120, l. 5.* Vic Jackson confirmed this local calling area for a CMRS. *Tr., p. 253, l. 1 – p. 254, l. 2.*

However, the Court rejected the implicit agreement argument, indicating that there had to be an actual agreement between the parties in order for a LEC to charge for wide area calling services. There is no such agreement in existence between PageData and Qwest.

Shortly before the DC Circuit issued its Mountain Communications decision, the Fourth Circuit had issued a similar decision in MCImetro Access v. BellSouth Telecom., _____ F.3d _____ (4th Cir. 2003). A copy of the slip opinion is attached. In that case the Fourth Circuit struck down a provision of an arbitrated interconnection agreement that allowed BellSouth to charge for the cost of transporting local calls originating on its network to MCI's chosen point of interconnection, where the point of interconnection was outside the local calling area where the call originated. The Court concluded:

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.

Slip opinion, p. 13.

In essence, Qwest may not charge PageData for traffic originating on Qwest's system and transported throughout the LATA to PageData's switch in Boise, even if it crosses local calling areas, unless a specific agreement exists to allow such charges. There is no such agreement here. Thus, Qwest is obligated to reimburse PageData the full \$245,628.51 that Qwest documented having received from PageData during the relevant time period, including the \$158,248.75 that Qwest apparently peremptorily excluded as being unrelated to interconnection services or being wide area calling services. To that should be added the \$14,926.80 for charges that Qwest failed to calculate on Exhibit C for frame relay and T-1 lines.

Tel-Car

For the same reasons outlined above, Tel-Car is entitled to reimbursement in the total sum of \$21,749.07. Of that amount, \$4,174.35 is for what Qwest characterized as “T1 non local” on page 8 of Qwest’s Exhibit 202 and \$17,574.72 is for what Qwest claimed were “mobile charges”, as documented on pages 24-27 of Qwest’s Exhibit 202. Copies of the pertinent documents are attached hereto as Exhibit F. The \$4,174.35 was for transportation of traffic from Hailey to Twin Falls. The traffic was over a facility that served Tel-Car’s point of connection, according to its president, Arden Casper. *Tr.*, p. 145. The \$21,749.07 was for what Qwest characterized as “mobile charges”. Sheryl Fraser peremptorily determined that the mobile accounts were not part of the TSR Order. *Tr.*, p. 338, ll. 5-9 and p. 342, ll. 20-22. Again, Qwest excluded these accounts without performing even a perfunctory examination to see what they were used for or whether they were part of Tel-Car’s paging system. Obviously, they were. There is nothing in the TSR Order that says that mobile service or mobile charges are not subject to the same rules that apply to all other telecommunications facilities and traffic. If such charges were related to getting the traffic to the point of interconnection, they are eligible for reimbursement. Indeed, the very name of a paging carrier, “Commercial Mobile Radio Service”, would seem to indicate that such companies may well employ “mobile services” in their paging systems. Tel-Car certainly did. As a matter of fact, when Qwest initially calculated the amounts that Tel-Car was eligible to receive reimbursement for, the mobile charges were included in the calculation. The initial calculation that included the mobile charges was entered into evidence as Petitioners’ Exhibit 104, a copy of which is attached hereto as Exhibit G. That calculation was performed on November 30, 2000. Three months later, Qwest performed another

calculation, which was admitted into evidence as Petitioners' Exhibit 105, a copy of which is included herein in Exhibit G. That calculation excluded the "mobile services", although in a different amount than Qwest calculated the charges on pages 24-27 of its Exhibit 202. Mr. Casper testified that the calculation performed by Qwest in Exhibit 104 correctly stated the amount of reimbursement he was to receive, except for mileage charges, i.e. the \$4,174.35 mentioned above. *Tr.*, pp. 133-134. In other words, the mobile services were part of the Tel-Car paging system, utilized to deliver paging traffic to its point of connection. Therefore, Tel-Car is entitled to reimbursement for the \$17,574.72 in mobile charges, as well as for the transport charges of \$4,174.35 for transportation of traffic from Hailey to Twin Falls.

Commission Question 2. Based on the Record, did any of the Pagers voluntarily enter into a "buy-down agreement" (e.g., 800, FX, etc.) with Qwest so that Qwest would not assess toll charges on its customers' calls to a Pager located in another local calling area?

Response. The answer is no. Mr. McNeal specifically testified that he entered into no such agreement. *Tr.*, p. 502, ll. 1-5. There is no evidence that Tel-Car entered into a wide area calling arrangement, as contemplated by the Mountain Communications decision. Mr. Casper indicated that there was some sort of agreement to install the line between Hailey and Twin Falls "maybe 25 years back" but that would have occurred well before the Act and well before Idaho deregulated services between telecommunication carriers. Qwest's contention is that PageData and Tel-Car entered into wide area calling or reverse billing arrangements by ordering facilities that cross local calling areas. *Tr.*, p. 417, ll. 17-24. It is true, as Qwest asserts on page 6 of its Response, that the Commission bought off on this argument. However, the Commission based its finding upon the FCC's determination in this

regard in Mountain Communications – that an implicit wide area calling arrangement arises when a pager orders facilities that transport traffic across local calling areas. Qwest appears to have overlooked the fact that the DC Circuit specifically overruled this determination in its subsequent opinion. The DC Circuit requires a specific agreement between the parties relating to wide area calling. There is no such agreement here.

Qwest overlooks the lion's share of wide area calling charges in the table it furnished in response to the Commission's directive under Question No. 2. Another example of Qwest's fuzzy math. The correct figures, calculated by Qwest, are set out in Exhibit C hereto.

Transit Traffic

Commission Question No. 3. Describe in detail the call data provided to Qwest by the originating wireline, or wireless carrier for all transit traffic to each Pager during the relevant time periods.

Response. Qwest claims it has no such data. Petitioners have no basis for knowing whether or not Qwest's response is accurate.

Commission Question No. 4. Given Qwest's offer to provide transit traffic data to Mountain, is Qwest in a position to provide transit traffic data to the Pagers in this case?

Response. Qwest claims that it is not in a position to provide transit traffic data to Petitioners in this case. Petitioners' expert, Vic Jackson, testified that Qwest had an obligation under the Local Competition Order to provide this information to Petitioners. *Tr.*, p. 278, ll. 17-25. However, Qwest has not provided any such information and Petitioners are not in a position to know whether or not Qwest's response to this question is accurate.

Commission Question No. 5. If such transit traffic data is no longer available, is it appropriate to credit the Pagers for transit traffic?

Response. It is quite appropriate to credit the Petitioners for the transit traffic. As pointed out at pages 14-15 of Petitioners' Exceptions to Hearing Examiner's Proposed Order, Qwest never provided the Petitioners with information that would permit them to bill the persons making the transit calls. Mr. Ryder indicated that he had received no information regarding the identity of the transiting callers. *Tr., p. 113.* Mr. McNeal testified likewise. *Tr., p. 176.* Petitioners' expert, Vic Jackson, testified that under the Local Competition Order, Qwest had the obligation to provide this information to paging companies. *Tr., pp. 278-80.* This testimony was unrebutted. It would be inequitable to allow Qwest to recover transit charges where it has failed to carry out its responsibility of providing proper billing information to the paging carriers so that they can recover these charges from the initiators or originators of the traffic.

Qwest claims that, although it agreed to provide this information to Mountain Communications, it has no responsibility to provide the information to the Petitioners. If Mountain Communications is entitled to receive the information, Petitioners are also entitled to receive the information pursuant to 47 U.S.C. § 251(c)(2)(D), which requires LECs to provide interconnection to telecommunication carriers on a nondiscriminatory basis. If Mountain Communications is entitled to the information, Petitioners are also entitled to it. If Qwest will not provide it, the Petitioners should receive a credit.

The Mountain Communications Court noted the "standard practice of charging the cost of calls to the network of the party initiating the call." *Slip opinion, p. 10.* That standard practice was mentioned a number of times in the present record. Petitioners' expert,

Vic Jackson, testified that it was accepted practice in the telecommunications industry for a carrier to obtain compensation for traffic from the upstream carrier. He indicated that this “rule of the road” had been addressed in the TSR order. *Tr.*, p. 288, l. 16 – p. 289, l. 11. Qwest’s witness, Sheryl Fraser, indicated that Qwest could charge the upstream carrier and that Qwest had looked at this possibility, but that it was not doing so. *Tr.*, p. 424, l. 5 – p. 425, l. 8. This would be the appropriate way to handle the problem, since the downstream carrier has no way to identify where the call traffic originated, according to Vic Jackson. *Tr.*, p. 243, ll. 11-14.

Further, Mr. Jackson testified that Qwest is most likely being compensated by the upstream carrier for most of the transit traffic delivered to Petitioners. According to Mr. Jackson, the transit traffic is “sent paid call traffic.” He testified, “So for sent paid call traffic, we can conclude that Qwest has been compensated for whatever facility they used to deliver it, and that any compensation paid by someone else would be a double recovery of their cost.” *Tr.*, p. 244, l. 15 – p. 245, l. 22. He testified that he had no idea where Qwest came up with the 24% transit traffic figure. He testified that the figure should be zero since Qwest has already been compensated for sent paid call traffic. *Tr.*, p. 251, ll. 4-12; p. 263, ll. 13-16; p. 276, l. 20 – p. 277, l. 15.

Qwest takes the position that it has no responsibility to keep or provide records pertaining to transit traffic. *Tr.*, p. 312, l. 21 – p. 313, l. 12. However, if Qwest keeps records pertaining to Mountain Communications’ transit traffic and provides the same to Mountain Communications, it certainly has a similar obligation with regard to these Petitioners. As the Mountain Communications Court observed, Mountain insisted that the prospect of reimbursement from the originating carrier was illusory, because Mountain never

receives information from Qwest about which carrier initiates an individual call, and it is therefore impossible for Mountain to seek reimbursement from a third carrier.” *Slip opinion, p. 10.* Failing to carry out that obligation, Qwest should credit back to Petitioners the 24% transit factor that the Commission has previously allowed Qwest to keep.

Commission Question No. 6. During the relevant time periods, what percentage of transit traffic was wirelines; what percentage was wireless?

Response. Petitioners are unaware of the breakdown of transit traffic between wireline and wireless. During the relevant time periods, it is likely that most of the traffic was wireline but it would be hard to assign percentages.

Commission Question No. 7. As noted in Order No. 29410 at pages 40-41, the Commission authorized Qwest to create three large-region local calling areas (Magic Valley, Treasure Valley and eastern Idaho) in 1996. These regions were implemented in February, April and May, 1997, respectively. In Order No. 27633, the Commission approved a cost recovery methodology for Qwest when local calling (EAS) was authorized between a non-Qwest exchange and a Qwest local calling region. Would this cost recovery mechanism support a reduction in the amount of non-compensation transit traffic? If so, by what amount?

Response. The answer to this question is yes but, without Qwest’s cooperation in performing the calculations, it is difficult to state what the amount would be for each of the Petitioners.

CONCLUSION

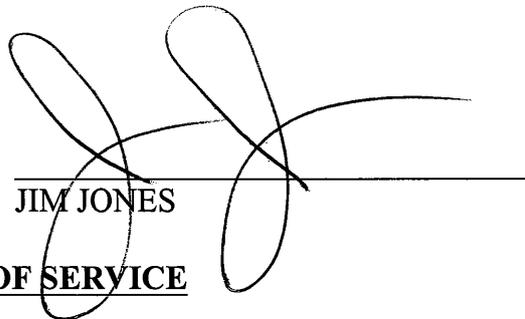
Throughout the hearing of this matter, Qwest and the Petitioners were at odds as to how the TSR Order should be interpreted. Qwest took the position that the TSR Order

automatically excluded leased lines and POTS lines from being interconnection facilities, regardless of how they were employed, and permitted Qwest to charge for what it characterized as wide area calling services, even without a formal agreement. The Petitioners continually asserted a contrary position. The Mountain Communications Court adopted Petitioners' point of view and it is respectfully requested that the Commission do likewise. In other words, it is requested that the Commission require reimbursement of all amounts paid by the Petitioners during the relevant time periods. For PageData, the amount, without interest, is the \$245,628.51 calculated by Qwest on Exhibit C, plus the \$14,926.80 for the T-1 lines and the frame relay, for a total of \$260,555.31. This includes a full credit for the 24% transit factor, since Qwest has failed to carry out its obligation to furnish the relevant billing information. With regard to Tel-Car, the figure, without interest, is the \$45,349 shown on Exhibit 105 to have been paid by Tel-Car for charges that Qwest considered not to have been excluded, plus the \$4,174.35 in traffic charges shown on page 8 of Qwest's Exhibit 202 for traffic from Hailey to Twin Falls and the \$17,574.72 for mobile charges shown on pages 24-27 of Qwest's Exhibit 202, for a total of \$67,098.07. For Radio Paging, the figure would be \$57,309.16, representing a credit back of the 24% transit factor.

It is respectfully requested that the Commission give Petitioners the option of taking the reimbursement as a credit or cash reimbursement. Qwest has never offered to pay Tel-Car the amount of its reimbursement. Tel-Car is a Chapter 7 bankrupt (see the attached Bankruptcy Court order) and simply cannot take advantage of a credit. Qwest has done nothing to resolve this situation. The bankruptcy trustee is getting extremely anxious as to how this claim will be realized upon and is in need of doing something in order to close out the bankruptcy. A credit simply won't work and Qwest should not be rewarded for its

improper conduct by continuing to have the hammer in this situation. Likewise, the other Petitioners have supposedly received a credit back but at a rate substantially more favorable to Qwest than that ordered by the Commission for the time period in question. Again, Qwest should not be allowed to benefit for its overbilling.

DATED this 8th day of June, 2004.



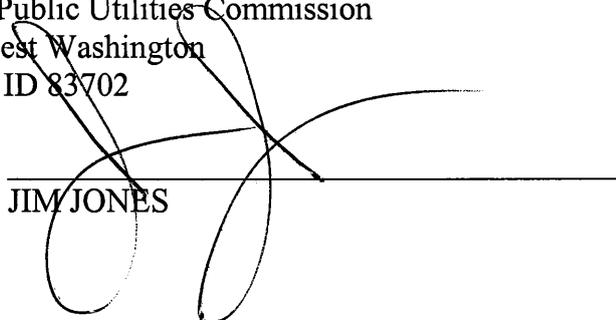
JIM JONES

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 8th day of June, 2004, I caused to be served a true and correct copy of the foregoing PETITIONER'S REPLY PURSUANT TO IPUC ORDER NO. 29419 by depositing the same in the United States mail, postage prepaid, in an envelope addressed to the following:

WILLIAM J. BATT
Marshall, Batt & Fisher
P.O. Box 1308
Boise, ID 83701

DON HOWELL
Idaho Public Utilities Commission
472 West Washington
Boise, ID 83702



JIM JONES

Case: 00-00762 Form id: 122 Ntc Date: 01/17/2002 Off: 1 Page : 1
Total notices mailed: 5

Debtor Telcar Inc, POB 414, Meridian, ID 83642
Aty Roedel, Cyrus J 355 W Myrtle St #102, Boise, ID 83702-7656
Trustee Crawford, Richard E 2404 Bank Dr #312, Boise, ID 83705
Aty Setzke, Raymond W 4477 Emerald #C400, Boise, ID 83706
United States Trustee, POB 110, Boise, ID 83701