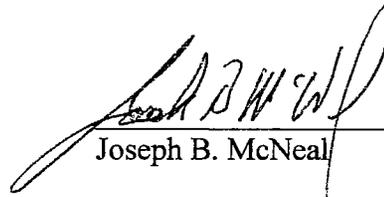


4. Whether Qwest is contractually bound to accept PageData's selected method of relief and is without recourse?
5. Whether the IPUC erred by not holding a hearing on the unconscionability of the arbitration clause?

and issues #1 and #4 in Respondent's Brief:

1. The Commission did not err when it declined jurisdiction and dismissed PageData's Complaint without prejudice because the parties were required to utilize the arbitration provision of their Interconnection Agreement.
4. PageData has misinterpreted Section 252 of the federal Telecom Act.

Respectfully submitted this 6th day of March, 2006.



Joseph B. McNeal

CERTIFICATE OF SERVICE

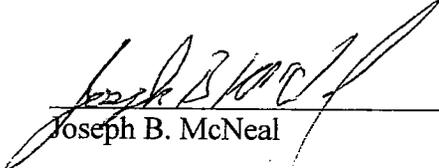
I HEREBY CERTIFY that on this 6th day of March, 2006, I caused a true and correct copy of the foregoing APPELLANT'S AUGMENTATION OF BRIEF to be served by depositing the same in the United States mail, postage prepaid, in envelopes addressed to the following:

Donovan E. Walker
Idaho Public Utilities Commission
472 W. Washington St.
Boise, ID 83702-5983

Donald L. Howell, II
Idaho Public Utilities Commission
472 W. Washington St.
Boise, ID 83702-5983

William J. Batt
Batt & Fisher, LLP
101 S. Capitol Blvd, 5th Fl
Boise, ID 83701

Adam Sherr
Qwest Communications, Inc.
1600 7th Avenue, Rm 3206
Seattle, WA 98191



Joseph B. McNeal

Section 13.9 Default

If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the other Party may seek legal and/or regulatory relief. All remedies provided for herein shall be cumulative. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

(Pages 25 and 26 of the Interconnection Agreement)