



# DIVIDER

STATE OF NORTH DAKOTA  
INFORMATION TECHNOLOGY DEPARTMENT  
SFN 2053 (4-2002)



PU-2342-03-361  
Qwest Corporation  
Switched Access Traffic  
Tariff  
Filed 6/24/2003

Closed 6/24/2003

03

STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION

ITC Group/DCN/Illuminet vs.  
Qwest Corporation  
Complaint

Case No. PU-2829-03-83

Qwest Corporation  
Switched Access Traffic  
Tariff

Case No. PU-2342-03-361

**AFFIDAVIT OF SERVICE BY CERTIFIED MAIL AND ORDINARY MAIL**

STATE OF NORTH DAKOTA  
COUNTY OF BURLEIGH

**Sharon Helbling** deposes and says that:

she is over the age of 18 years and not a party to this action and, on the **27th day of January, 2005**, she deposited in the United States Mail, Bismarck, North Dakota, **three** envelopes with certified postage, return receipt requested, fully prepaid, securely sealed and each containing a photocopy of:

**Order**

The envelopes were addressed as follows:

Scott Macintosh  
Qwest Corporation  
200 N 5<sup>th</sup> St  
Bismarck ND 58501  
Cert. No. 7003 2260 0001 3517 9473

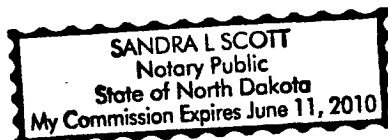
Don Negaard  
Pringle & Herigstad  
P O Box 1000  
Minot ND 58702-1000  
Cert. No. 7003 2260 0001 3517 9480

Thomas J Moorman  
Kraskin Lesse & Cosson LLC  
2120 L St NW Ste 520  
Washington D C 20037  
Cert. No. 7003 2260 0001 3517 9497

Each address shown is the respective addressee's last reasonably ascertainable post office address.

Subscribed and sworn to before me  
this **27th day of January, 2005**.

SEAL



*Sharon Helbling*  
\_\_\_\_\_  
*Sandra L Scott*  
\_\_\_\_\_  
Notary Public

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Pages: 1

Affidavit of Service

by Public Service Commission

01/27/2005

CC: Comm Legal PUD (3)

**MOTION**

**APPROVED**

DATE: 1-26-05  
KMF

**January 26, 2005**

**ITC Group/DCN/Illuminet vs.  
Qwest Corporation  
Complaint**

**Case No. PU-2829-03-83**

**Qwest Corporation  
Switched Access Traffic  
Tariff**

**Case No. PU-2342-03-361**

I move the Commission adopt the Order approving the stipulations for dismissal filed by the parties in Case Nos. PU-2829-03-83 and PU-2432-03-361, and close the cases.

sdh

**STATE OF NORTH DAKOTA**  
**PUBLIC SERVICE COMMISSION**

**ITC Group/DCN/Illuminet vs.  
Qwest Corporation  
Complaint**

**Case No. PU-2829-03-83**

**Qwest Corporation  
Switched Access Traffic  
Tariff**

**Case No. PU-2342-03-361**

**ORDER**

**January 26, 2005**

On February 10, 2003 the Commission received a Formal Complaint for Injunctive Relief and Reparation (Formal Complaint) filed by BEK Communications Cooperative, Consolidated Telcom, Dakota Central Telecommunications Cooperative, Dickey Rural Telephone Cooperative, Griggs County Telephone Company, Inter-Community Telephone Company, LLC, Midstate Telephone Company, Midstate Communications, Inc., Moore & Liberty Telephone Company, North Dakota Telephone Company, Northwest Communications Cooperative, Polar Communications Mutual Aid Corporation, Reservation Telephone Cooperative, SRT Communications, Inc., United Telephone Mutual Aid Corporation, Turtle Mountain Communications, Inc., West River Telecommunications Cooperative, Dakota Carrier Network, L.L.C., and Illuminet, Inc. (Complainants), Case No. PU-2829-03-83. The Formal Complaint alleged that Qwest Corporation (Qwest) has violated stte law and policy, as well as its contractual and tariff obligations by virtue of its improper implementation of its existing intrastate Signaling System No. 7 tariff structure.

On February 27, 2003 the Commission found the Formal Complaint stated a prima facie case. On April 4, 2003 Qwest filed its answer to the Formal Complaint.

On June 24, 2003 Qwest Corporation (Qwest) filed price schedule revisions modifying intrastate jurisdictional reporting requirements for switched access traffic to allow customer to self-report a Percent Other Messages of intrastate use, Case No. PU-2342-03-361. The new reporting would exclude Signaling System No. 7 (SS7) signaling message charges for local, Extended Area Service, intraMTA, and the LEC portion of jointly provided access and toll originated by Qwest and that terminates on the customer's network.

On July 15, 2003 Complainants filed a Complaint, Objections and Request for Docketing (Complaint). This Complaint was filed because the Complainants had challenged Qwest's implementation and applications of SS7 message charges in Case No. PU-2389-03-83 and the price schedule filed in the instant proceeding required further revision to clarify certain critical provisions regarding its application. On August 13, 2003 the Commission found the Complaint stated a prima facie case. On September 4, 2003 Qwest filed its answer to the Complaint.

On July 16, 2003 the Office of Administrative Hearings issued a scheduling order in Case No. PU-2829-03-83 scheduling a hearing on January 12-16, 2004.

**11    PU-2342-03-361**

Pages: 10

Order

by Public Service Commission

01/26/2005

CC: Comm Legal PUD (3)

Based upon a Joint Motion to Stay submitted by Complainants and Qwest, the Commission issued its August 22, 2003 order temporarily staying Case No. PU-2389-03-83 until October 1, 2003. The parties filed a joint motion to renew the stay on October 1, 2003 which was granted by Commission order issued October 10, 2003.

On February 23, 2004 the parties recommended that the Hearing Officer amend the schedule in this proceeding and set a hearing for December 1, 2004. On February 25, 2004 the Hearing Officer issued the Amended Scheduling Order stating that the hearing be held after December 1, 2004.

On January 5, 2005 the Complainants and Qwest filed a Stipulation for Dismissal with Prejudice in Case No. PU-2829-03-83 stating that the parties have settled their differences and the matter is dismissed with prejudice.

On January 12, 2005 the Complainants and Qwest filed a Stipulation for Dismissal in Case No. PU-2342-03-361 stating that the parties have settled their differences and stipulate to a dismissal of the action, with prejudice.


Based on the foregoing, the Commission issues the following:

#### Order

1. The Stipulation for Dismissal with Prejudice in Case No. PU-2829-03-83 is approved.
2. The Stipulation for Dismissal in Case No. PU-2342-03-361 is approved.
3. Case Nos. PU-2829-03-83 and PU-2342-03-361 are closed.
4. A copy of the Stipulation for Dismissal with Prejudice in Case No. PU-2829-03-83 and the Stipulation for Dismissal in Case No. PU-2342-03-361 is attached to this order.

#### PUBLIC SERVICE COMMISSION

  
Susan E. Wefald  
Commissioner

  
Tony Clark  
President

  
Kevin Cramer  
Commissioner



# OFFICE OF ADMINISTRATIVE HEARINGS

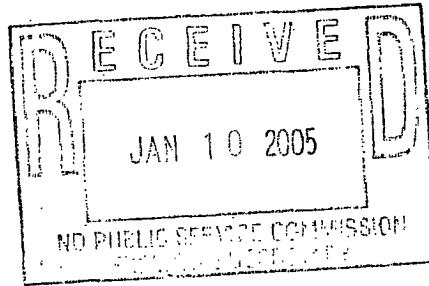
STATE OF NORTH DAKOTA  
1707 North 9th Street  
Bismarck, North Dakota 58501-1882

Allen C. Hoberg  
DIRECTOR

701-328-3260  
Fax 701-328-3254  
oah@state.nd.us  
www.state.nd.us/oah

January 7, 2004

Mr. William W. Binek  
Hearing Administrator  
Public Service Commission  
600 E. Boulevard Avenue  
Bismarck, ND 58505



Dear Mr. Binek:

On June 19, 2003, you requested the designation of an administrative law judge from the Office of Administrative Hearings to conduct a hearing in the matter of ITC Group v. Qwest (PU-2829-03-03). I was designated as a procedural hearing officer to conduct the hearing, but not to make recommended findings of fact and conclusions of law, or issue a recommended order. Although a hearing on this matter had been scheduled, it had been stayed. I have now received a copy of a stipulation of dismissal with prejudice in this matter. I understand that the agency will issue the appropriate order, if necessary.

I am closing our file on this matter and returning that portion of the record I have in my possession to you for filing with the official agency record of this matter.

If this matter is not settled or otherwise disposed of, and a new hearing is scheduled, please make a new request for the designation of an administrative law judge for this matter using the appropriate OAH administrative law judge request form.

I have retained the prehearing conference tapes (2). Unless we hear otherwise from you, the tapes of the prehearing conference will be held for a period of sixty days after the closing of this file.

Sincerely,

Allen C. Hoberg  
Administrative Law Judge

ACH/ljc

Encl.

cc: Charles W. Steese  
Don Negaard

125 PU-2829-03-83

Pages: 1

Letter closing ALJ's file

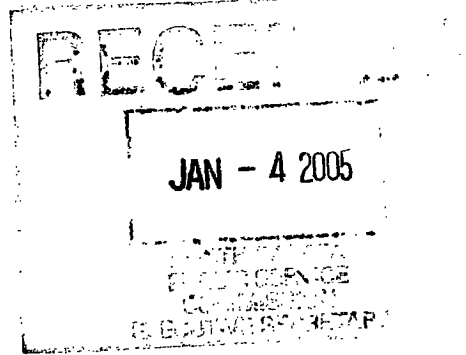
by Office of Administrative Hearings

01/11/2005

C:\Comm Legal\PUID\41 Mike ALJ

BEFORE THE PUBLIC SERVICE COMMISSION OF NORTH DAKOTA

BEK Communications Cooperative, )  
 Consolidated Telcom, Dakota Central )  
 Telecommunications Cooperative, )  
 Dickey Rural Telephone Cooperative, )  
 Griggs County Telephone Company, )  
 Inter-Community Telephone Company, LLC, )  
 Midstate Telephone Company, Midstate )  
 Communications, Inc., Moore & Liberty )  
 Telephone Company, North Dakota )  
 Telephone Company, Northwest )  
 Communications Cooperative, Polar )  
 Communications Mutual Aid Corporation, )  
 Reservation Telephone Cooperative, SRT )  
 Communications, Inc., Turtle Mountain )  
 Communications, Inc., United Telephone )  
 Mutual Aid Corporation, West River )  
 Telecommunications Cooperative, Dakota )  
 Carrier Network, L.L.C., and Illuminet, Inc., )  
 )  
 Complainants, )  
 )  
 vs. )  
 )  
 Qwest Communications, )  
 )  
 Respondent. )



Case No. PU-2829-03-83

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STIPULATION OF DISMISSAL WITH PREJUDICE

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BEK Communications Cooperative, Consolidated Telcom, Dakota Central  
 Telecommunications Cooperative, Dickey Rural Telephone Cooperative, Griggs County  
 Telephone Company, Inter-Community Telephone Company, LLC, Midstate Telephone  
 Company, Midstate Communications, Inc., Moore & Liberty Telephone Company, North Dakota  
 Telephone Company, Northwest Communications Cooperative, Polar Communications Mutual

Aid Corporation, Reservation Telephone Cooperative, SRT Communications, Inc., Turtle Mountain Communications, Inc., United Telephone Mutual Aid Corporation, West River Telecommunications Cooperative (all hereinafter referred to as "LEC Complainants and ITC"), Dakota Carrier Network, L.L.C. ("DCN"), and Illuminet, Inc. ("Illuminet") (collectively "Complainants") and Respondent Qwest Communications ("Qwest") hereby submit this stipulation of dismissal with prejudice ("the Stipulation").

Whereas the parties have settled their differences in this matter, which concerns a dispute about charges billed by Qwest via its intrastate access catalog for use of its signaling network. These charges were billed between mid-2001 and July 2003. The access catalog has since been modified, and as such the settlement concerns an historic dispute. The parties hereby stipulate that the settlement agreement executed between the parties resolves the matter and that this action shall be and hereby is dismissed with prejudice, each party to bear its own costs and attorney's fees.

Dated: 12-16-04

Respectfully submitted,

  
PRINGLE & HERIGSTAD, P.C.

By: Don Negaard, ND Bar ID #03598

Attorneys for Complainant.

LECs, ITC and DCN  
2525 Highway 2 & 52 Bypass  
P.O. Box 1000  
Minot, ND 58702-1000  
(701) 852-0381  
Fax (701) 857-1361

KRASKIN, MOORMAN & COSSON, LLC



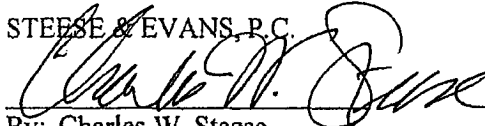
By: Thomas J. Moorman  
Attorneys for Illuminet, Inc.  
2120 L Street, N.W., Suite 520  
Washington, D.C. 20037  
(202) 296-8890  
Fax (202) 296-8893

STEPTOE & JOHNSON, LLP

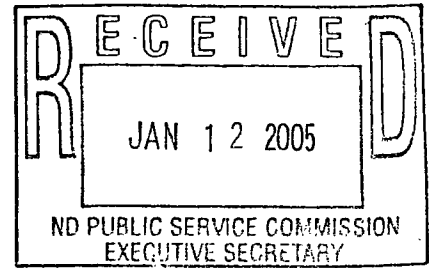


By: Alfred M. Mamlet and Marc A. Paul  
Attorneys for Illuminet, Inc.  
1330 Connecticut Avenue, NW  
Washington, D.C. 20036  
(202) 429-3000  
Fax (202) 429-3902

STEESE & EVANS, P.C.



By: Charles W. Steese  
Attorney for Respondent Qwest  
Communications  
6400 South Fiddlers Green Circle  
Suite 1820  
Denver, Colorado 80111  
(720) 200-0676  
Fax (720) 200-0679



STATE OF NORTH DAKOTA  
 PUBLIC SERVICE COMMISSION

Qwest Common Channel Signaling ) Case No. PU-2342-03-361  
 Modification Tariff )

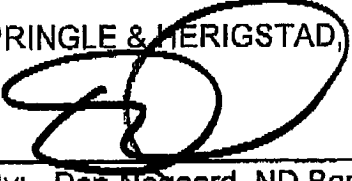
**STIPULATION FOR DISMISSAL**

BEK Communications Cooperative, Consolidated Telcom, Dakota Central Telecommunications Cooperative, Dickey Rural Telephone Cooperative, Griggs County Telephone Company, Inter-Community Telephone Company, LLC, Midstate Telephone Company, Midstate Communications, Inc., Moore & Liberty Telephone Company, North Dakota Telephone Company, Northwest Communications Cooperative, Polar Communications Mutual Aid Corporation, Reservation Telephone Cooperative, SRT Communications, Inc., United Telephone Mutual Aid Corporation, Turtle Mountain Communications, Inc., West River Telecommunications Cooperative (all hereinafter referred to as LEC Complainants and ITC), and Dakota Carrier Network, L.L.C., (hereinafter referred to as DCN), by and through their attorney, Don Negaard of Pringle & Herigstad, P.C., and Illuminet, Inc., by and through its attorney, Thomas J. Moorman of Kraskin, Moorman & Cosson, LLC, (collectively "Complainants") and Qwest Corporation, by and through its attorney, Charles W. Steese of Steese & Evans, P.C., hereby submit this stipulation of dismissal with prejudice.

The parties have settled their differences and hereby stipulate to a dismissal of this action, with prejudice and with each party to bear its own costs and attorney's fees. The parties agree that an Order of Dismissal may be entered immediately.

Dated this \_\_\_\_\_ day of January, 2005.

PRINGLE & HERIGSTAD, P.C.



---

By: Don Negaard, ND Bar ID #03598  
Attorneys for Complainant LECs, ITC  
and DCN  
2525 Elk Drive  
P.O. Box 1000  
Minot, ND 58702-1000

KRASKIN, MOORMAN & COSSON, LLC

---

By: Thomas J. Moorman  
Attorneys for Illuminet, Inc.  
1330 Connecticut Avenue, NW  
Washington, D.C. 20036

STEESE & EVANS, P.C.

---

By: Charles W. Steese  
Attorneys for Qwest Corporation  
6400 South Fiddlers Green Circle,  
Suite 1820  
Denver, CO 80111

Dated this \_\_\_\_\_ day of January, 2005.

**PRINGLE & HERIGSTAD, P.C.**

**STEESE & EVANS, P.C.**

By: Don Negaard, ND Bar ID #03588  
Attorneys for Complainant LECs, ITC  
and DCN  
2525 Elk Drive  
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Minot, ND 58702-1000

By: Charles W. Steese  
Attorneys for Qwest Corporation  
6400 South Fiddlers Green Circle,  
Suite 1820  
Denver, CO 80111

**KRASKIN, MOORMAN & COSSON, LLC**



By: Thomas J. Moorman  
Attorneys for Illuminet, Inc.  
1330 Connecticut Avenue, NW  
Washington, D.C. 20036

Dated this \_\_\_\_\_ day of January, 2005.


PRINGLE & HERIGSTAD, P.C.

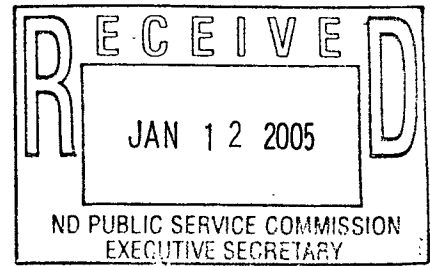
By: Don Negaard, ND Bar ID #03598  
Attorneys for Complainant LECs, ITC  
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Minot, ND 58702-1000

KRASKIN, MOORMAN & COSSON, LLC

By: Thomas J. Moorman  
Attorneys for Illuminet, Inc.  
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Washington, D.C. 20036

STEESE & EVANS, P.C.

  
By: Charles W. Steese  
Attorneys for Qwest Corporation  
6400 South Fiddlers Green Circle,  
Suite 1820  
Denver, CO 80111



STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION

Qwest Common Channel Signaling  
Modification Tariff

) Case No. PU-2342-03-361  
)

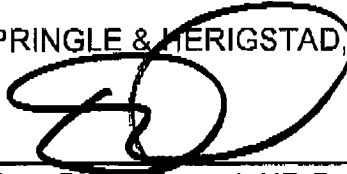
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Dated this \_\_\_\_ day of January, 2005.

PRINGLE & HERIGSTAD, P.C.



---

By: Don Negaard, ND Bar ID #03598  
Attorneys for Complainant LECs, ITC  
and DCN  
2525 Elk Drive  
P.O. Box 1000  
Minot, ND 58702-1000

STEESE & EVANS, P.C.

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By: Charles W. Steese  
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6400 South Fiddlers Green Circle,  
Suite 1820  
Denver, CO 80111

KRASKIN, MOORMAN & COSSON, LLC

---

By: Thomas J. Moorman  
Attorneys for Illuminet, Inc.  
1330 Connecticut Avenue, NW  
Washington, D.C. 20036

Dated this \_\_\_\_\_ day of January, 2005.

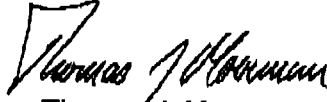
**PRINGLE & HERIGSTAD, P.C.**

**STEESE & EVANS, P.C.**

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By: Charles W. Steese  
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Denver, CO 80111

**KRASKIN, MOORMAN & COSSON, LLC**

  
By: Thomas J. Moorman  
Attorneys for Illuminet, Inc.  
1330 Connecticut Avenue, NW  
Washington, D.C. 20036

Dated this \_\_\_\_ day of January, 2005.


PRINGLE & HERIGSTAD, P.C.

By: Don Negaard, ND Bar ID #03598  
Attorneys for Complainant LECs, ITC  
and DCN  
2525 Elk Drive  
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Minot, ND 58702-1000

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Attorneys for Qwest Corporation  
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DONALD A. NEGAARD  
JAMES E. NOSTDAHL  
CAROL K. LARSON  
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REED A. SODERSTROM  
BRENT M. OLSON  
DEBRA L. HOFFARTH  
SCOTT M. KNUDSVIG  
FRIKA L. SLEGER  
RYAN D. SANDBERG



LAW OFFICES OF  
**PRINGLE & HERIGSTAD, P.C.**

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OF COUNSEL  
HERBERT L. MESCHKE

RETIRED  
THOMAS A. WENTZ  
MARK F. PURDY  
JAN M. SEBBY

KENNETH G. PRINGLE  
(1914-1983)  
ROGER O. HERIGSTAD  
(1919-2003)

FAX TRANSMITTAL FORM

**DATE:** January 12, 2005

**TO:** Ilona A. Jeffcoat-Sacco  
NORTH DAKOTA PUBLIC SERVICE COMMISSION

**FAX NO.:** 701-328-2410

**FROM:** Don Negaard  
PRINGLE & HERIGSTAD, P.C.

**FAX NO.:** (701) 857-1361

**CONFIRMATION NO.:** (701) 852-0381

5 PAGE(S) INCLUDING THIS PAGE. IF YOU DO NOT RECEIVE ALL STATED PAGES, PLEASE CALL IMMEDIATELY.

**RE:** Case No. PU-2342-03-361, Qwest Common Channel Signaling Modification Tariff

**MESSAGE:** Transmitted herewith is a signed Stipulation for Dismissal for the above-captioned matter.

This information contained in this message is attorney/client privileged and intended for use of the individual named above. If the receiver of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please immediately notify us by calling (701) 852-0381 collect and return the original message to us. Thank you.

**ORIGINALS:**  Not Mailed  
 Mailed  
 Sent via Overnight Delivery

ZUGER KIRMIS & SMITH

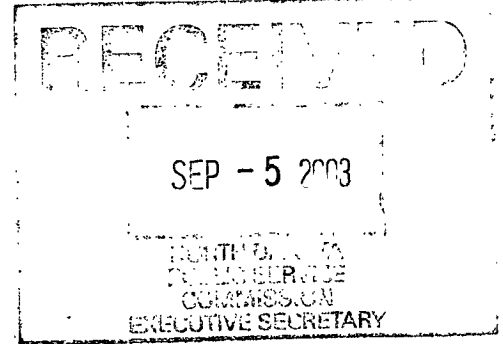
COUNSELORS AND ATTORNEYS AT LAW

Lyle W. Kirmis  
Lance D. Schreiner, P.C.  
James S. Hill, P.C.  
Patrick J. Ward  
Rebecca S. Thiem, P.C.  
Daniel S. Kuntz, P.C.  
Jerry W. Evenson, P.C.  
Lawrence A. Dopson  
Lawrence E. King, P.C.  
Tracy Vigness Kolb, P.C.  
Shawnda R. Reid  
Constance N. Hofland  
Paul R. Sanderson

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Provident Building  
P.O. Box 1695  
Bismarck, ND 58502-1695  
(701) 223-2711  
fax (701) 223-7387  
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email: [zkslaw@zkslaw.com](mailto:zkslaw@zkslaw.com)

Of Counsel  
John A. Zuger

Thomas O. Smith  
1944-2001



September 4, 2003

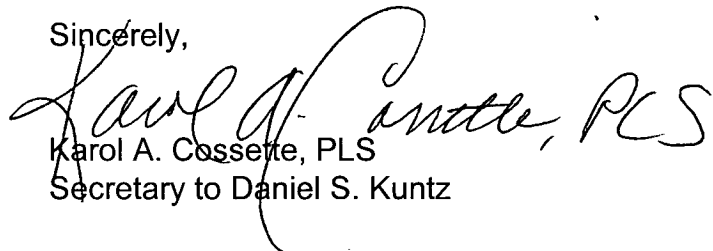
Mr. Jon Mielke  
Executive Secretary  
ND Public Service Commission  
600 East Boulevard Avenue -- 12<sup>th</sup> Floor  
Bismarck, ND 58505-0480

**Re: Qwest Common Channel Signaling Modification Tariff  
Case No. PU-2342-03-361**

Dear Mr. Mielke:

Enclosed are the original and seven copies of an Affidavit of Mailing in the above-referenced case.

Sincerely,

  
Karol A. Cossette, PLS  
Secretary to Daniel S. Kuntz

Enclosures

STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION

SEP - 5 2003

Qwest Common Channel Signaling )  
Modification Tariff )

Case No. PU-2342-03-361 SECRETARY

**AFFIDAVIT OF MAILING**

STATE OF NORTH DAKOTA )  
: ss.  
COUNTY OF BURLEIGH )

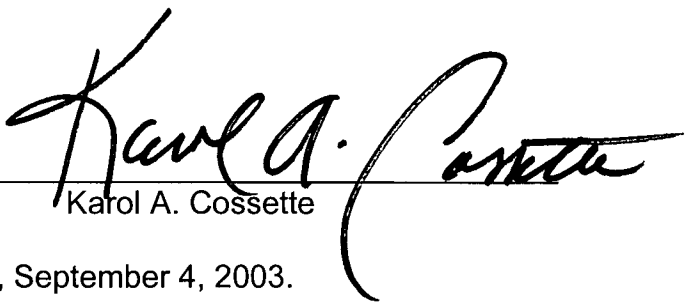
The undersigned, being duly sworn, deposes and says that: I am a United States citizen, over 18 years of age, and on September 4, 2003, I served a copy of the attached:

**Qwest Corporation's Answer to Complaint, Objections and Request for Docketing of BEK Communications, et al.**

by placing a true copy in a postage paid envelope or envelopes addressed to each person named below, at the address stated below, which is the last known address of the addressee, and by depositing said envelope in the United States mail at Bismarck, North Dakota.

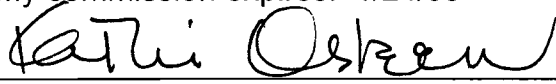
Don Negaard  
Pringle & Herigstad, P.C.  
P.O. Box 1000  
Minot, ND 58702-1000

Thomas J. Moorman  
Kraskin, Lesse & Cosson, LLC  
2120 L Street, NW, Suite 520  
Washington, DC 20037

  
\_\_\_\_\_  
Karol A. Cossette

Subscribed and sworn to before me, today, September 4, 2003.

NOTARY PUBLIC  
State of North Dakota  
My commission expires: 1/24/08

  
\_\_\_\_\_  
Kathi Osteen

**KATHI OSTEEN**  
Notary Public  
State of North Dakota  
My Commission Expires Jan. 24, 2008

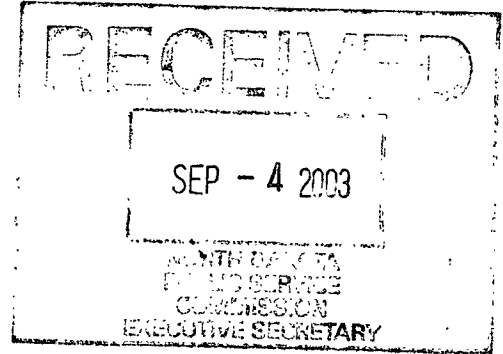
ZUGER KIRMIS & SMITH

COUNSELORS AND ATTORNEYS AT LAW

Lyle W. Kirmis  
Lance D. Schreiner, P.C.  
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Rebecca S. Thiem, P.C.  
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Of Counsel  
John A. Zuger  
-----  
Thomas O. Smith  
1944-2001



September 4, 2003

Mr. Jon Mielke  
Executive Secretary  
ND Public Service Commission  
600 East Boulevard Avenue -- 12<sup>th</sup> Floor  
Bismarck, ND 58505-0480

**Re: Qwest Common Channel Signaling Modification Tariff  
Case No. PU-2342-03-361**

Dear Mr. Mielke:

Enclosed are the original and seven copies of Qwest Corporation's Answer to Complaint, Objections and Request for Docketing of BEK Communications, et al. in the above-referenced case.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel S. Kuntz".

Daniel S. Kuntz

Enclosures

c: Scott Macintosh  
Tim Goodwin  
Don Negaard  
Thomas Moorman

7

PU-2342-03-361

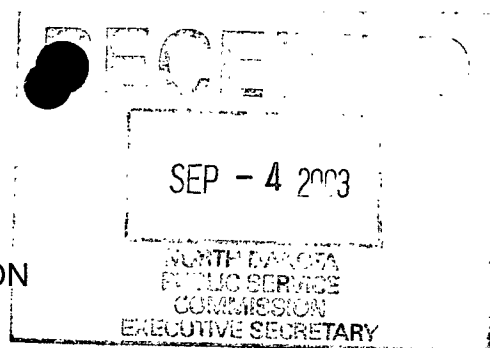
Pages: 1

Cover letter re Qwest's Answer to  
Complaint, etc.  
by Qwest Corporation by Dan Kuntz, Attorney

08/04/2003

CC: Comm Legal PUD (3)

STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION



Qwest Common Channel Signaling )  
Modification Tariff )

Case No. PU-2342-03-361

**QWEST CORPORATION'S ANSWER  
TO COMPLAINT, OBJECTIONS AND REQUEST FOR  
DOCKETING OF BEK COMMUNICATIONS, ET AL.**

Qwest Corporation ("Qwest") responds to the Complaint, Objections, and Request for Docketing ("Complaint") filed on or about July 14, 2003 by BEK Communications and several other entities (collectively the "Complainants"), as follows:

1. As Complainants correctly note, Qwest filed the disputed tariff pages on or about June 23, 2003, which modify Qwest's Signaling System No. 7 ("SS7") tariff. Those June 23 Tariff Revisions took effect on July 21, 2003.
2. Qwest agrees with Complainants that this matter should be held in abeyance and the tariff should continue in effect, to allow the parties to negotiate for clarification and settlement of the disputed issues in the new tariff.
3. Complainants raise two primary issues in their Complaint: (1) concerns about potential ambiguity regarding the process for establishing the "Percent Other Message" ("POM");<sup>1</sup> (2) concerns regarding the "0%" default POM Qwest proposed and its application to Complainants. The concerns are not specifically articulated in the Complaint, nor is there any discussion of the impact to Complainants, if any, if these concerns are not addressed. Even so, based on the information available and articulated in the Complaint, Qwest denies any allegation

<sup>1</sup> The Complaint also notes undescribed concerns of potential ambiguity regarding unidentified portions of the June 23 Tariff Revisions. Qwest lacks information sufficient to enable an answer to such allegations, and they are accordingly denied.

that the June 23 Tariff Revisions are ambiguous, are or will be improperly applied to any Complainant, or are in any way improper. Qwest further denies that any Complainant has been or will be damaged by the June 23 Tariff Revisions.

4. All of Complainants' stated concerns have been addressed in discussions with Complainants, specifically Illuminet. As a result of the discussions, Qwest has developed clarifications to the June 23 Tariff Revisions, which will be filed shortly.

5. The independent local exchange carriers ("ILECs") named in the Complaint, other than North Dakota Telephone Co, do not purchase SS7 from Qwest. Therefore, the ILECs lack standing to bring this claim.

6. Complainants' claims are barred or limited by the doctrines of waiver, estoppel, and laches.

7. The North Dakota Century Code would bar any retroactive reparations in this action.

8. The Complaint fails to state a claim under which relief can be granted.

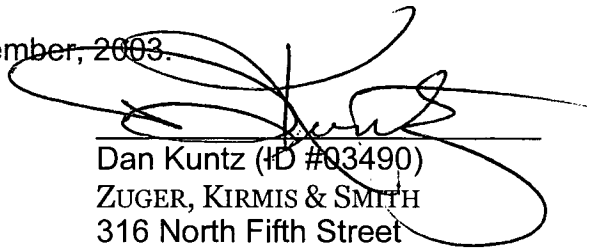
WHEREFORE, Qwest respectfully requests that the Commission enter its order as follows:

1. Holding the Complaint in abeyance pending negotiations among the parties and the filing of clarifications to the June 23 Tariff Revisions;

2. Thereafter, dismissing the Complaint, either upon the settlement of the disputes raised in the Complaint or as a resolution of the allegations therein and denying Complainants any relief thereunder;

3. Other such relief as the Commission finds just and appropriate.

Dated this 4 day of September, 2003.



Dan Kuntz (ID #03490)

ZUGER, KIRMIS & SMITH

316 North Fifth Street

PO Box 1695

Bismarck, North Dakota 58502-1695

telephone: 701-223-2711

Tim Goodwin, Senior Attorney

QWEST CORPORATION

1801 California Street 47<sup>th</sup> floor

Denver, CO 80202

telephone: 303-896-9874

ATTORNEYS FOR QWEST CORPORATION

STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION

Qwest Corporation  
Switched Access Traffic  
Tariff

Case No. PU-2342-03-361

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL AND ORDINARY MAIL

STATE OF NORTH DAKOTA  
COUNTY OF BURLEIGH

Sharon Helbling deposes and says that:

she is over the age of 18 years and not a party to this action and, on the **14th day of August, 2003**, she deposited in the United States Mail, Bismarck, North Dakota, one envelope with certified postage, return receipt requested, fully prepaid, securely sealed and each containing a photocopy of:

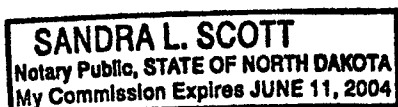
**Complaint**

The envelope was addressed as follows:

Scott Macintosh  
Qwest Corporation  
200 N 5<sup>th</sup> St  
Bismarck ND 58501  
Cert. No. 7002 2410 0003 4912 3495

Each address shown is the respective addressee's last reasonably ascertainable post office address.

Subscribed and sworn to before me  
this **14th day of August, 2003**.



SEAL

Notary Public

5 PU-2342-03-361

Pages: 1

Affidavit of Service

by Public Service Commission

08/14/2003

**MOTION**

**August 13, 2003**

**APPROVED**

DATE: 8-13-03  
KMF

**Qwest Corporation  
Switched Access Traffic  
Tariff**

**Case No. PU-2342-03-361**

I move the Commission find the complaint filed by BEK Communications, et. al states a prima facie case and serve the complaint on Qwest Corporation, Case No. PU-2342-03-361, Qwest Corporation's Switched Access Traffic tariff.

sdh



LAW OFFICES OF

**PRINGLE & HERIGSTAD, P.C.**

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MINOT, NORTH DAKOTA 58702  
(701) 852-0381  
FAX (701) 857-1361  
E-mail: pringle@srt.com

OF COUNSEL  
HERBERT L. MESCHKE

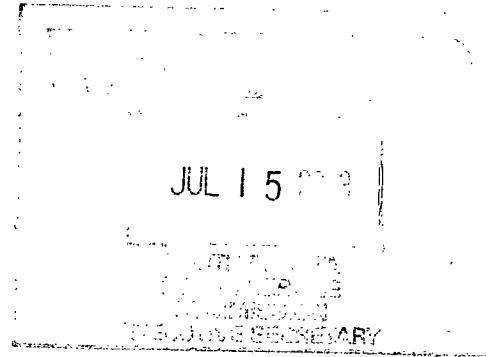
RETIRED  
THOMAS A. WENTZ  
MARK F. PURDY  
JAN M. SEBBY

ROGER O. HERIGSTAD  
(1919-2003)

DONALD A. NEGAARD  
JAMES E. NOSTDAHL  
CAROL K. LARSON  
DAVID J. HOGUE  
REED A. SODERSTROM  
MARK R. HAYS  
BRENT M. OLSON  
DENISE C. HAYS  
DEBRA L. HOFFARTH  
SCOTT M. KNUDSVIG

July 14, 2003

Jon H. Mielke, Executive Secretary  
PUBLIC SERVICE COMMISSION  
State Capitol  
Bismarck, ND 58505-0480



**QWEST COMMON CHANNEL SIGNALING MODIFICATION TARIFF PU-2342-03-361  
COMPLAINT, OBJECTIONS AND REQUEST FOR DOCKETING OF BEK  
COMMUNICATIONS, ET AL**

Enclosed for filing are an original and seven copies of a Complaint, Objections and Request for Docketing of BEK Communications, Consolidated Telcom, Dakota Central Telecommunications Cooperative, Dickey Rural Telephone Cooperative, Griggs County Telephone Company, Inter-Community Telephone Company, LLC, Midstate Telephone Company, Midstate Communications, Inc., Moore & Liberty Telephone Company, North Dakota Telephone Company, Northwest Communications Cooperative, Polar Communications Mutual Aid Corporation, Reservation Telephone Cooperative, SRT Communications, Inc., United Telephone Mutual Aid Corporation, Turtle Mountain Communications, Inc., West River Telecommunications Cooperative, Dakota Carrier Network, Inc., and Illuminet, Inc.

Don Negaard

jt

Enclosures

21 **PU-2829-03-83**

Pages: 1

Cover letter re Complaint, Objections and  
Request for Docketing  
by RTCG & Illuminet, Inc.

07/15/2003

CC: Comm Legal Illona Pat Mike

3

**PU-2342-03-361**

Pages: 1

Cover letter re Complaint, Objections and  
Request for Docketing  
by RTCG & Illuminet, Inc.

07/15/2003

BEFORE THE PUBLIC SERVICE COMMISSION OF NORTH DAKOTA

JUL 15

IN RE:

QWEST COMMON CHANNEL  
SIGNALING MODIFICATION  
TARIFF PU-2342-03-361

Case No. \_\_\_\_\_

)  
)  
) COMPLAINT, OBJECTIONS  
) AND REQUEST FOR  
) DOCKETING OF BEK  
) COMMUNICATIONS,  
) CONSOLIDATED TELCOM,  
) DAKOTA CENTRAL  
) TELECOMMUNICATIONS  
) COOPERATIVE, DICKEY  
) RURAL TELEPHONE  
) COOPERATIVE, GRIGGS  
) COUNTY TELEPHONE  
) COMPANY, INTER-  
) COMMUNITY TELEPHONE  
) COMPANY, LLC, MIDSTATE  
) TELEPHONE COMPANY,  
) MIDSTATE  
) COMMUNICATIONS, INC.,  
) MOORE & LIBERTY  
) TELEPHONE COMPANY,  
) NORTH DAKOTA TELEPHONE  
) COMPANY, NORTHWEST  
) COMMUNICATIONS  
) COOPERATIVE, POLAR  
) COMMUNICATIONS MUTUAL  
) AID CORPORATION,  
) RESERVATION TELEPHONE  
) COOPERATIVE, SRT  
) COMMUNICATIONS, INC.,  
) UNITED TELEPHONE  
) MUTUAL AID CORPORATION,  
) TURTLE MOUNTAIN  
) COMMUNICATIONS, INC.,  
) WEST RIVER  
) TELECOMMUNICATIONS  
) COOPERATIVE, DAKOTA  
) CARRIER NETWORK, L.L.C.,  
) and ILLUMINET, INC.

On June 23, 2003, Qwest Corporation (“Qwest”) filed proposed tariff pages (the “June 23 SS7 Message Tariff Revisions”) intending to modify its prior Signaling System No. 7 (“SS7”) message access tariff. The prior tariff was filed to amend section 15 of Qwest’s North Dakota Access Service Price Schedule on July 31, 2001. The June 23 SS7 Message Tariff Revisions are, according to representations made by Qwest to the RTCG companies and Illuminet, Inc. (“Illuminet”) (collectively the “Complainants”), intended to address some of the issues raised by the Complainants in their formal complaint docketed in Case No. PU-2829-03-83. As the Commission is aware, the Complainants have, in Case No. PU-2829-03-83, challenged Qwest’s implementation and application of SS7 message charges to certain types of SS7 message traffic between Qwest and the RTCG companies.

For the reasons stated herein, the Complainants submit that the instant tariff filing requires further revision to clarify certain critical provisions regarding its application. Specifically, the Complainants continue to have concerns about potential ambiguity within the terms and conditions filed in the June 23 SS7 Message Tariff Revisions regarding, among others, the process for establishing the “Percent Other Message” (“POM”) and other issues relating to the implementation of the revised terms and conditions. Similarly, the Complainants have concerns regarding the “0%” default POM proposed by Qwest and the application of that default to entities like the RTCG companies that utilize third-party SS7 providers such as Illuminet. The Complainants have been and continue to discuss these matters with Qwest in an effort to work cooperatively through these issues, and the Complainants are pleased to report that Qwest has provided a firm written commitment that the Complainants have correctly interpreted

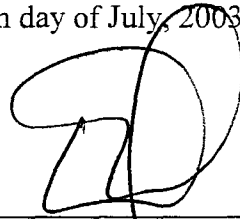
Qwest's intended implementation and application of the June 23 SS7 Message Tariff Revisions. Similarly, Qwest has indicated that it is currently considering both the POM default issue and the other suggested further tariff revisions provided by Complainants to address any potential ambiguity regarding Qwest's intended implementation and application of the revised SS7 message structure at issue. Unfortunately, however, Qwest has also indicated that agreement on revised tariff terms and conditions to reflect the proper interpretation and implementation of the currently filed tariff revisions will not be completed before the tariff is scheduled to take effect on July 21, 2003.

Accordingly, and in light of the timing of these matters, the Complainants object to the Qwest tariff revisions at this time and request that, as described below, the Commission docket this tariff for further review. Complainants also request, however, to hold this complaint in abeyance and allow the tariff to go into effect subject to the outcome of Qwest's commitments to review the tariff changes provided by Complainants. Once that process is completed, the Complainants respectfully suggest that the Commission would then actively consider this matter should Qwest not file and have approved revised tariff language that resolves the issues that Complainants' proposed tariff changes would address. Complainants note that this request for abeyance is being made as a good faith gesture but is done without waiver of any and all rights the Complainants have should changes to the June 23 SS7 Message Tariff Revisions fail to address each of Complainants' concerns.

The Complainants respectfully submit that Commission action consistent with this request will clearly advance the public interest. A grant of the requested relief will allow the industry to continue discussions with Qwest on proposed changes to the terms

and conditions to the June 23 SS7 Message Tariff Revisions in the hope of narrowing or eliminating their concerns. Allowing the tariff to go into effect but with this proceeding temporarily held in abeyance will allow the benefit of the reduced SS7 message charges to the RTCG companies arising from the institution of a POM, to the benefit of the customers they serve. Further, the relief being requested herein may also narrow the scope of the issues currently pending in Case No. PU-2829-03-83. Thus, Complainants respectfully request that the Commission take action regarding the June 23 SS7 Message Tariff Revisions in a manner consistent with that stated herein.

Respectfully submitted this 14th day of July, 2003.



---

DON NEGAARD #03598  
OF  
PRINGLE & HERIGSTAD, P.C.  
Second Floor, Bremer Bank Building  
20 1<sup>st</sup> Street SW  
P.O. Box 1000  
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Telephone: (701) 852-0381  
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THOMAS J. MOORMAN  
OF  
KRASKIN, LESSE AND COSSON, LLC  
2120 L Street N.W., Suite 520  
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FAX: (202) 296-8893  
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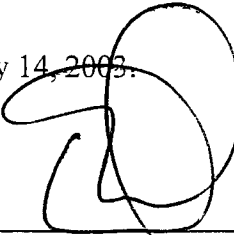
ATTORNEY FOR ILLUMINET, INC.

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served the foregoing document on the following by regular mail on the date indicated:

North Dakota Public Service Commission  
600 East Boulevard Avenue, Department 408  
Bismarck, ND 58505-0480

Dated in Minot, North Dakota, on July 14, 2003.



---

Don Negaard



June 23, 2003



Mr. Jon Mielke, Executive Secretary  
Public Service Commission  
600 E Boulevard Avenue  
State Capitol  
Bismarck, North Dakota 58505-0480

Dear Mr. Mielke:

Attached for filing with the Commission are an original and one copy of the North Dakota Access Services Price Schedule.

This filing modifies the intrastate jurisdictional reporting requirements for switched access traffic. The attached fact sheet explains the revision in detail.

We have shown July 21, 2003 as the effective date. We would appreciate acknowledgment of receipt of this filing. An additional copy of this transmittal letter and a self-addressed, stamped envelope, are enclosed. Please date stamp the copy and return it to us.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott A. Macintosh".

Scott A. Macintosh  
President – North Dakota

SAM/gkb  
Enclosures

## **ADDITIONAL INFORMATION FOR TELECOMMUNICATIONS FILING**

### **I. Description of Service Affected:**

This filing modifies the intrastate jurisdictional reporting requirements for switched access traffic. In 2001, Qwest filed revisions to its Access Service Tariff to restructure switched access elements to segregate Signaling System 7 (SS7) message charges. The filing was made in the following eight states: CO, IA, SD, MT, ND, NE, NM, and WY. Complainant's Cox Nebraska Telcom, Illuminet, Alltel Nebraska and Alltel Communications of Nebraska filed complaints that alleged Qwest improperly implemented the restructuring of Signaling System 7 Services. In response to the complaints, this filing proposes to modify tariffs to allow customers to self-report a Percent Other Messages (POM) of intrastate use. The new POM jurisdictional reporting will exclude signaling message charges for local, Extended Area Service (EAS), intraMTA, and the LEC portion of jointly provided access and toll originated by Qwest and that terminates on the customer's network.

### **II. Value/Benefit to Customer:**

With this change some Signaling Customers who purchase out of the Intrastate Access Tariff will be able to self report, in addition to PIU, a Percent Other Message (POM). In addition, these customers going forward will see a reduction in their Intrastate Signaling Message expense to Qwest.

### **III. Proposed Effective Date of Service:**

Qwest proposes to make this change effective July 21, 2003.

**Qwest Corporation**  
**Access Service**  
**Price Schedule**

State of North Dakota  
Effective: 7-21-2003

**SECTION 1**  
Page 24  
Release 2

**1. APPLICATION AND REFERENCE**

**1.6 EXPLANATION OF ABBREVIATIONS (Cont'd)**

MFJ	-	Modification of Final Judgment
MHz	-	Megahertz
MOU	-	Minutes of Use
MTS	-	Message Telecommunications Service(s)
MTSO	-	Mobile Telephone Switching Office
MUX	-	Multiplexing
N.	-	North
NA	-	Not Applicable
NANP	-	North American Numbering Plan
NCI	-	Network Channel Interface
NCTA	-	Non-conversation Time Additive
NDM	-	Network Data Mover
No.	-	Number
NPA	-	Numbering Plan Area
NRC	-	Nonrecurring Charge
NTS	-	Non-Traffic Sensitive
NXX	-	Three-Digit Central Office Code
OCC	-	Other Common Carrier
ONAL	-	Off Network Access Line
OTPL	-	Zero Transmission Level Point
PAL	-	Public Access Line
PBX	-	Private Branch Exchange
PCM	-	Pulse Code Modulation
PDR	-	Percent Direct Routed
PI	-	Priority Installation
PIU	-	Percent Interstate Use
PLTS	-	Private Line Transport Service
P.O.	-	Post Office
POI	-	Point of Interface or Point of Interconnection
POM	-	Percent Other Messages
POT	-	Point of Termination
POTS	-	Plain Old Telephone Service
PR	-	Priority Installation
PSP	-	Payphone Service Provider
PTD	-	Plant Test Date

(N)

**Qwest Corporation**  
**Access Service**  
**Price Schedule**

State of North Dakota  
Effective: 7-21-2003

**SECTION 2**  
Page 13  
Release 3

**2. GENERAL REGULATIONS**

**2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)**

**2.3.9 COORDINATION WITH RESPECT TO NETWORK CONTINGENCIES**

The customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

**2.3.10 JURISDICTIONAL REPORT REQUIREMENTS**

**A. Jurisdictional Determinant**

Pursuant to Federal Communications Commission order F.C.C. 85-145 adopted April 16, 1985, interstate usage is to be developed as though every call that enters a customer network at a point within the same state as that in which the called station (as designated by the called station number) is situated is an intrastate communication and every call for which the point of entry is in a state other than that where the called station (as designated by the called station number) is situated is an interstate communication.

For purposes of CCSAC ISUP Call Set-up requests, Percent Other Messages (POM) shall include: local, EAS, intraMTA, the Local Exchange Company portion of jointly provided Switched Access and Company originated toll.

(N)  
|  
(N)

When mixed interstate and intrastate Access Service is provided on the same Access Service transmission path, all charges between interstate and intrastate are prorated as set forth in 2.3.12, following.

**B. Jurisdictional Requirements**

The customer must indicate a projected Percent of Interstate Use (PIU) factor in a whole number (i.e., a number 0 - 100) when ordering Switched Access Service in a LATA, including EF and DTT Facilities. When a customer-provided PIU factor is required and the customer has previously submitted a Jurisdictional Report (i.e., Letter on File [LOF]) as set forth in C., following, the LOF PIU factor is required on each Access Service Request (ASR).

**Qwest Corporation**  
**Access Service**  
**Price Schedule**

**SECTION 2**  
Page 22  
Release 3

State of North Dakota  
Effective: 7-21-2003

**2. GENERAL REGULATIONS**

**2.3 OBLIGATIONS OF THE CUSTOMER**  
**2.3.10 JURISDICTIONAL REPORT REQUIREMENTS**  
B. Jurisdictional Requirements (Cont'd)

5. CCSAC

When a customer initially orders CCSAC Service in a LATA, the customer shall state in its order a PIU factor in a whole number (i.e., a number of 0 - 100). The customer shall also state in its order a POM factor in a whole number (i.e., a number of 0 - 100). Other messages are defined as ISUP Call Set-up requests associated with local, Extended Area Service (EAS) and intraMTA, the Local Exchange Company portion of jointly provided Switched Access and Company originated toll calling. The total of the PIU and POM shall not exceed 100. The Company will designate the number obtained by subtracting the projected PIU and POM factors furnished by the customer from 100 as the projected intrastate percentage of use. The projected PIU factor is used by the Company to apportion the message, monthly and nonrecurring charges associated with the CCS Link, STP Port, Entrance Facility and Direct Link Transport between interstate and intrastate. The projected PIU and POM are used to apportion the ISUP Call Set-up requests as interstate, intrastate and other for charging purposes. ISUP Call Set-up requests reported as POM will not be charged. If a customer does not provide a PIU factor, the Company will apply a default PIU factor of fifty percent (50%). If a customer does not provide a POM factor, the Company will apply a default POM factor of zero percent (0%).

(C)  
|  
(C)  
(C)  
  
(C)  
|  
(C)  
(C)

The PIU and POM factors will be used by the Company until a revised PIU or POM factor is reported as set forth in C., following. A LATA-level PIU and POM factor shall be provided for CCSAC Service provided within a LATA for the revised reports.

(C)

6. Switched Access Service Expanded Interconnection Channel Termination

When a customer orders a Switched Access Service Expanded Interconnection Channel Termination (as set forth in Section 21), the customer shall state in its order the PIU factor in a whole number (i.e., a number 0 - 100). The Company will designate the number obtained by subtracting the projected interstate percentage furnished by the customer from 100 as the projected intrastate percentage of use.

The customer shall update the EICT PIU factor via a jurisdictional report as set forth in C., following. If the customer does not supply the reports, the Company will assume the PIU factors to be the same as those provided in the last quarterly report and follow the steps as set forth in C., following. For those cases in which a quarterly report has never been received from the customer, the Company will assume the PIU factors to be fifty percent (50%) until a revised PIU factor is provided via a jurisdictional report. Upon receipt of the customer's report, the Company will begin using the interstate percentage as set forth in C., following.

**Qwest Corporation**  
**Access Service**  
**Price Schedule**

State of North Dakota  
Effective: 7-21-2003

**SECTION 2**  
Page 23  
Release 3

**2. GENERAL REGULATIONS**

**2.3 OBLIGATIONS OF THE CUSTOMER**

**2.3.10 JURISDICTIONAL REPORT REQUIREMENTS (Cont'd)**

C. Jurisdictional Reports

1. Percent Interstate Use (PIU) Factor

(N)

Except where Company measured access minutes are used as set forth in B.2., preceding, the customer-provided PIU factor will be used until the customer reports a different projected PIU factor based on the following guidelines.

- a. The customer may update the interstate and intrastate PIU factor via a Jurisdictional Report on a quarterly basis. The customer shall report the PIU factor by traffic and service type for each LATA. The customer shall forward to the Company a revised report, to be received no later than fourteen (14) days after the first of January, April, July and October. The revised report shall show the PIU factor for the most current data available, for each service arranged for interstate use. This data shall consist of at least three (3) and no more than twelve (12) consecutive months' of data, ending no more than 75 days earlier than the date the report is due (e.g., for the report due January 15th, the last month of data should be no earlier than October 31). The updated PIU factor shall be based on call detail records. The PIU factor can be based on a statistically valid sample. The PIU factor reported in January, April, July and October will be effective on the bill date of each such month and will serve as the basis for subsequent monthly billing pending the receipt of a revised PIU report. (T)
- b. No prorating or back billing will be done based on the jurisdictional report. However, usage will be billed utilizing the interstate percentage that was in effect at the time the usage was generated. (T)
- c. The customer shall maintain and retain the work papers that show how the interstate percentage was determined and a summary derived from the actual call detail records for a minimum twelve (12) month period which statistically substantiates each interstate percentage provided to the Company. This summary at a minimum shall include month, year, state, traffic type (e.g., originating, terminating, 700, 8XX, 900, etc.) and service type. (T)

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.  
ND2003-020

**Qwest Corporation**  
**Access Service**  
**Price Schedule**

State of North Dakota  
Effective: 7-21-2003

**SECTION 2**  
Page 24  
Release 3

**2. GENERAL REGULATIONS**

**2.3 OBLIGATIONS OF THE CUSTOMER**

**2.3.10 JURISDICTIONAL REPORT REQUIREMENTS**

C.1. (Cont'd)

- d. The Company may request the actual call detail records or a statistically valid sample of such records, on a prospective basis, not to exceed a consecutive three-month period. The actual call detail records will be used to statistically substantiate the interstate percentage provided to the Company and the process by which it is developed. Such call detail records shall consist of call information, including call terminating address (i.e., called number), call duration, the trunk group number(s), or access line number(s) over which the call is routed and the point at which the call enters the customer's network. The Company will not request such data more than once a year. (T)
- e. If quarterly reports are not supplied by the customer, the following steps will be taken by the Company: (T)
  - (1) If the customer does not supply the reports, the Company will assume the PIU factors to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the Company will assume the PIU factors to be the same as those provided in the order for service as set forth in B., preceding. In any case, the Company reserves the right to request actual call detail supporting the customer's reported PIU, as specified preceding. (T)
  - (2) If a quarterly report has never been received from the customer, and the customer failed to report a PIU in the order for service, the Company will designate a fifty percent (50%) interstate percentage beginning with the next billing period. This interstate percentage will be applied until a quarterly PIU report is submitted. (T)

(M)

(M) Material moved to Page 26.

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**2. GENERAL REGULATIONS**

**2.3 OBLIGATIONS OF THE CUSTOMER**

**2.3.10 JURISDICTIONAL REPORT REQUIREMENTS**

C. Jurisdictional Reports (Cont'd)

2. Percent Other Message (POM) Factor

The customer-provided POM factor will apply to CCSAC ISUP Call Set-up requests only, and will be used until the customer reports a different projected POM factor based on the following guidelines:

- a. The customer may update the POM factor via jurisdictional report on a quarterly basis. The customer shall report the POM factor by traffic and service type for each LATA. The customer shall forward to the Company a revised report, to be received no later than fourteen (14) days after the first of January, April, July and October. The revised report shall show the POM factor for the most current data available. This data shall consist of at least three (3) and no more than twelve (12) consecutive months of data, ending no more than 75 days earlier than the date the report is due (e.g., for the report due January 15th, the last month of data should be no earlier than October 31). The updated POM factor shall be based on signaling message records. The POM factor can be based on a statistically valid sample. The POM factor reported in January, April, July and October will be effective on the bill date of each such month and will serve as the basis for subsequent monthly billing pending the receipt of a revised POM report.
- b. No prorating or back billing will be done based on the jurisdictional report. However, usage will be billed utilizing the POM percentage that was in effect at the time the usage was generated.
- c. The customer shall maintain and retain the work papers that show how the POM was determined and a summary derived from the actual message detail records for a minimum twelve (12) month period which statistically substantiates each POM provided to the Company. This summary at a minimum shall include month, year and state.
- d. The Company may request the actual message detail records or a statistically valid sample of such records, on a prospective basis, not to exceed a consecutive three-month period. The actual message detail records will be used to statistically substantiate the POM provided to the Company and the process by which it is developed. Such message detail records shall consist of message information, including calling party number and called party number.
- e. If a quarterly report has never been received from the customer, and the customer failed to report a POM in the order for service, the Company will designate a zero percent (0%) POM beginning with the next billing period. This will be applied until a quarterly POM report is submitted.

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**2. GENERAL REGULATIONS**

**2.3 OBLIGATIONS OF THE CUSTOMER**

**2.3.10 JURISDICTIONAL REPORT REQUIREMENTS (Cont'd)**

D. The Company will provide to the Commission annual reports on March 1st showing the interstate percentage reported to the Company over the previous calendar year by Switched Access Service customers. (M)

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E. Jurisdictional Report Dispute and Auditing Procedures (M1)

(M1)

If a billing dispute arises concerning the projected interstate percentage, the Company will ask the customer to provide the data the customer uses to determine the projected interstate percentage as described in 1., following.

1. Switched Access Services

- a. If the Company questions the information provided by the customer in C., preceding, the Company will send a letter to the customer (by certified U.S. Mail, return receipt requested) requesting that the customer contact the Company to discuss and explain their report within thirty (30) days of the Company's request.
- b. If no response is received from the customer, the Company will send a letter to the customer (by certified U.S. Mail, return receipt requested) requesting the work papers and summary as described in C., preceding, used by the customer to substantiate the most recent interstate percentage. The requested information must be submitted by the customer to the Company within thirty (30) days after receipt of the certified letter.
- c. If the customer submits the work papers and summary as requested in b., preceding, the Company will review this information within thirty (30) days after receipt of the customer's information.
- d. If after review of the documentation, the Company and the customer establish a revised interstate percentage, the Company will begin using that percentage with the next billing period.
- e. If the Company and the customer do not establish a revised interstate percentage, the Company will begin the procedures as set forth in g., following.
- f. If no response is received from the customer, the Company will begin the auditing procedures as set forth in g., following, and notify the Commission. (M1)

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- (M2) Material moved to Page 27.

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**2.3 OBLIGATIONS OF THE CUSTOMER**

**2.3.10 JURISDICTIONAL REPORT REQUIREMENTS**

E.1. (Cont'd)

- g. When jurisdictional reports are not provided by the customer or a billing dispute arises, the Company may request an audit. The audit procedures and responsible party(ies) for payment of audit expenses will be determined as follows:
  - If the Company and the customer mutually agree upon an independent Certified Public Accountant (CPA) auditing firm and the party(ies) agree to equally share in the payment of audit expenses, both the Company and the customer will be bound by such agreement; or
  - The customer may select an independent CPA auditing firm and pay all audit expenses.
  - If the audit is not conducted as set forth preceding, the Company may select an independent CPA auditing firm and pay all expenses.
- h. The Company will adjust the customer's PIU based upon the audit results. The PIU resulting from the audit shall be applied to the usage for the quarter the audit is completed, the usage for the quarter prior to completion of the audit and the usage for the two (2) quarters following the completion of the audit. After that time, the customer may report a revised PIU pursuant to C., preceding. The Company will implement the revised interstate percentage to the next billing period or quarterly report date, whichever is first.

**2. Jurisdictional Report Proprietary Information**

The data the customer provides to the Company to support their interstate percentage is considered proprietary to the customer. The Company agrees to use and protect such information by exercising the same degree of care normally used to protect its own proprietary information.

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**15. COMMON CHANNEL SIGNALING NETWORK (CCSN)**

**15.8 RATES AND CHARGES**

**A. Common Channel Signaling Access Capability (Cont'd)**

	USOC	NONRECURRING CHARGE	MONTHLY RATE
3. CCS Link			
• First CCS Link	NRBS1,NRME6	\$567.00	-
• Each additional	NRBSA,NRME7	180.00	-
4. STP PORT, per port			
	PT8SX	-	\$465.00
5. Multiplexing			
• DS1 to Voice	QMVXX,FMCNX	-	363.24
• DS3 to DS1[1]	QM3XX,FMC5X	-	422.45

**B. Message Charge**

	INTRASTATE RATE	OTHER RATE	(C) (C)
1. Signal Formulation			
• ISUP, Per call set-up request	\$0.000829	-	(T)
2. Signal Transport			
• ISUP, Per call set-up request	0.000559	-	(T)
• TCAP, Per data request	0.000418	\$0.000418	(C)
3. Signal Switching			
• Per ISUP, Per call set-up request	0.001162	-	(T)
• Per TCAP, Per data request	0.000460	0.000460	(C)

[1] For Shared Use only as set forth in 2.7, preceding.

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**1. APPLICATION AND REFERENCE**

**1.6 EXPLANATION OF ABBREVIATIONS (Cont'd)**

MFJ	-	Modification of Final Judgment
MHz	-	Megahertz
MOU	-	Minutes of Use
MTS	-	Message Telecommunications Service(s)
MTSO	-	Mobile Telephone Switching Office
MUX	-	Multiplexing
N.	-	North
NA	-	Not Applicable
NANP	-	North American Numbering Plan
NCI	-	Network Channel Interface
NCTA	-	Non-conversation Time Additive
NDM	-	Network Data Mover
No.	-	Number
NPA	-	Numbering Plan Area
NRC	-	Nonrecurring Charge
NTS	-	Non-Traffic Sensitive
NXX	-	Three-Digit Central Office Code
OCC	-	Other Common Carrier
ONAL	-	Off Network Access Line
OTPL	-	Zero Transmission Level Point
PAL	-	Public Access Line
PBX	-	Private Branch Exchange
PCM	-	Pulse Code Modulation
PDR	-	Percent Direct Routed
PI	-	Priority Installation
PIU	-	Percent Interstate Use
PLTS	-	Private Line Transport Service
P.O.	-	Post Office
POI	-	Point of Interface or Point of Interconnection
POT	-	Point of Termination
POTS	-	Plain Old Telephone Service
PR	-	Priority Installation
PSP	-	Payphone Service Provider
PTD	-	Plant Test Date
Pom	-	Percent Other Messages

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**2. GENERAL REGULATIONS**

**2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)**

**2.3.9 COORDINATION WITH RESPECT TO NETWORK CONTINGENCIES**

The customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

**2.3.10 JURISDICTIONAL REPORT REQUIREMENTS**

**A. Jurisdictional Determinant**

Pursuant to Federal Communications Commission order F.C.C. 85-145 adopted April 16, 1985, interstate usage is to be developed as though every call that enters a customer network at a point within the same state as that in which the called station (as designated by the called station number) is situated is an intrastate communication and every call for which the point of entry is in a state other than that where the called station (as designated by the called station number) is situated is an interstate communication.

For purposes of CCSAC ISUP Call Set-up requests, Percent Other Messages (POM) shall include: local, EAS, intraMTA, the Local Exchange Company portion of jointly provided Switched Access and Company originated toll.

When mixed interstate and intrastate Access Service is provided on the same Access Service transmission path, all charges between interstate and intrastate are prorated as set forth in 2.3.12, following.

**B. Jurisdictional Requirements**

The customer must indicate a projected Percent of Interstate Use (PIU) factor in a whole number (i.e., a number 0 - 100) when ordering Switched Access Service in a LATA, including EF and DTT Facilities. When a customer-provided PIU factor is required and the customer has previously submitted a Jurisdictional Report (i.e., Letter on File [LOF]) as set forth in C., following, the LOF PIU factor is required on each Access Service Request (ASR).

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER  
2.3.10 JURISDICTIONAL REPORT REQUIREMENTS  
B. Jurisdictional Requirements (Cont'd)

5. CCSAC

When a customer initially orders CCSAC Service in a LATA, the customer shall state in its order a PIU factor in a whole number (i.e., a number of 0 - 100). The Company will designate the number obtained by subtracting the projected PIU factor furnished by the customer from 100 as the projected intrastate percentage of use. The projected PIU factor is used by the Company to apportion the message, monthly and nonrecurring charges associated with the CCS Link, STP Port, Entrance Facility and Direct Link Transport between interstate and intrastate. If the customer does not provide a PIU factor, the Company will apply a default PIU factor of fifty percent (50%).

The PIU factor will be used by the Company until a revised PIU factor is reported as set forth in C., following. A LATA-level PIU factor shall be provided for CCSAC Service provided within a LATA for the revised reports.

When a customer initially orders CCSAC Service in a LATA, the customer shall state in its order a PIU factor in a whole number (i.e., a number of 0 - 100). The customer shall also state in its order a POM factor in a whole number (i.e., a number of 0 - 100). Other messages are defined as ISUP Call Set-up requests associated with local, Extended Area Service (EAS) and intraMTA, the Local Exchange Company portion of jointly provided Switched Access and Company originated toll calling. The total of the PIU and POM shall not exceed 100. The Company will designate the number obtained by subtracting the projected PIU and POM factors furnished by the customer from 100 as the projected intrastate percentage of use. The projected PIU factor is used by the Company to apportion the message, monthly and nonrecurring charges associated with the CCS Link, STP Port, Entrance Facility and Direct Link Transport between interstate and intrastate. The projected PIU and POM are used to apportion the ISUP Call Set-up requests as interstate, intrastate and other for charging purposes. ISUP Call Set-up requests reported as POM will not be charged. If a customer does not provide a PIU factor, the Company will apply a default PIU factor of fifty percent (50%). If a customer does not provide a POM factor, the Company will apply a default POM factor of zero percent (0%).

The PIU and POM factors will be used by the Company until a revised PIU or POM factor is reported as set forth in C., following. A LATA-level PIU and POM factor shall be provided for CCSAC Service provided within a LATA for the revised reports.

6. Switched Access Service Expanded Interconnection Channel Termination

When a customer orders a Switched Access Service Expanded Interconnection Channel Termination (as set forth in Section 21), the customer shall state in its order the PIU factor in a whole number (i.e., a number 0 - 100). The Company will designate the number obtained by subtracting the projected interstate percentage furnished by the customer from 100 as the projected intrastate percentage of use.

The customer shall update the EICT PIU factor via a jurisdictional report as set forth in C., following. If the customer does not supply the reports, the Company will assume the PIU factors to be the same as those provided in the last quarterly report and follow the steps as set forth in C., following. For those cases in which a quarterly report has never been received from the customer, the Company will assume the PIU factors to be fifty percent (50%) until a revised PIU factor is provided via a jurisdictional report. Upon receipt of the customer's report, the Company will begin using the interstate percentage as set forth in C., following.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.10 JURISDICTIONAL REPORT REQUIREMENTS (Cont'd)

C. Jurisdictional Reports

1. *Percent Interstate Use (PIU) Factor*

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Except where Company measured access minutes are used as set forth in B.2., preceding, the customer-provided PIU factor will be used until the customer reports a different projected PIU factor based on the following guidelines.

a. The customer may update the interstate and intrastate PIU factor via a Jurisdictional Report on a quarterly basis. The customer shall report the PIU factor by traffic and service type for each LATA. The customer shall forward to the Company a revised report, to be received no later than fourteen (14) days after the first of January, April, July and October. The revised report shall show the PIU factor for the most current data available, for each service arranged for interstate use. This data shall consist of at least three (3) and no more than twelve (12) consecutive months' of data, ending no more than 75 days earlier than the date the report is due (e.g., for the report due January 15th, the last month of data should be no earlier than October 31). The updated PIU factor shall be based on call detail records. The PIU factor can be based on a statistically valid sample. The PIU factor reported in January, April, July and October will be effective on the bill date of each such month and will serve as the basis for subsequent monthly billing pending the receipt of a revised PIU report.

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b. No prorating or back billing will be done based on the jurisdictional report. However, usage will be billed utilizing the interstate percentage that was in effect at the time the usage was generated.

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c. The customer shall maintain and retain the work papers that show how the interstate percentage was determined and a summary derived from the actual call detail records for a minimum twelve (12) month period which statistically substantiates each interstate percentage provided to the Company. This summary at a minimum shall include month, year, state, traffic type (e.g., originating, terminating, 700, 8XX, 900, etc.) and service type.

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2.3 OBLIGATIONS OF THE CUSTOMER

2.3.10 JURISDICTIONAL REPORT REQUIREMENTS

C.1. Jurisdictional Reports (Cont'd)

- d. The Company may request the actual call detail records or a statistically valid sample of such records, on a prospective basis, not to exceed a consecutive three-month period. The actual call detail records will be used to statistically substantiate the interstate percentage provided to the Company and the process by which it is developed. Such call detail records shall consist of call information, including call terminating address (i.e., called number), call duration, the trunk group number(s), or access line number(s) over which the call is routed and the point at which the call enters the customer's network. The Company will not request such data more than once a year. (T) (C-M) (T) (T) (M)
- e. If quarterly reports are not supplied by the customer, the following steps will be taken by the Company: (T) (C-M1) (C-M1)
- (1) If the customer does not supply the reports, the Company will assume the PIU factors to be the same as those provided in the last quarterly report. For those cases in which a quarterly report has never been received from the customer, the Company will assume the PIU factors to be the same as those provided in the order for service as set forth in B., preceding. In any case, the Company reserves the right to request actual call detail supporting the customer's reported PIU, as specified preceding. (T) (C)
- (2) If a quarterly report has never been received from the customer, and the customer failed to report a PIU in the order for service, the Company will designate a fifty percent (50%) interstate percentage beginning with the next billing period. This interstate percentage will be applied until a quarterly PIU report is submitted. (T) (C) (D)
- D. The Company will provide to the Commission annual reports on March 1st showing the interstate percentage reported to the Company over the previous calendar year by Switched Access Service customers. (M) (M)

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2.3 OBLIGATIONS OF THE CUSTOMER

2.3.10 JURISDICTIONAL REPORT REQUIREMENTS (Cont'd)

E. Jurisdictional Report Dispute and Auditing Procedures

If a billing dispute arises concerning the projected interstate percentage, the Company will ask the customer to provide the data the customer uses to determine the projected interstate percentage as described in 1., following.

1. Switched Access Services

- a. If the Company questions the information provided by the customer in C., preceding, the Company will send a letter to the customer (by certified U.S. Mail, return receipt requested) requesting that the customer contact the Company to discuss and explain their report within thirty (30) days of the Company's request.
- b. If no response is received from the customer, the Company will send a letter to the customer (by certified U.S. Mail, return receipt requested) requesting the work papers and summary as described in C., preceding, used by the customer to substantiate the most recent interstate percentage. The requested information must be submitted by the customer to the Company within thirty (30) days after receipt of the certified letter.
- c. If the customer submits the work papers and summary as requested in b., preceding, the Company will review this information within thirty (30) days after receipt of the customer's information.
- d. If after review of the documentation, the Company and the customer establish a revised interstate percentage, the Company will begin using that percentage with the next billing period.
- e. If the Company and the customer do not establish a revised interstate percentage, the Company will begin the procedures as set forth in g., following.
- f. If no response is received from the customer, the Company will begin the auditing procedures as set forth in g., following, and notify the Commission.

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**2.3 OBLIGATIONS OF THE CUSTOMER**

**2.3.10 JURISDICTIONAL REPORT REQUIREMENTS**

C. Jurisdictional Reports (Cont'd)

2. Percent Other Message (POM) Factor

The customer-provided POM factor will apply to CCSAC ISUP Call Set-up requests only, and will be used until the customer reports a different projected POM factor based on the following guidelines:

- a. The customer may update the POM factor via jurisdictional report on a quarterly basis. The customer shall report the POM factor by traffic and service type for each LATA. The customer shall forward to the Company a revised report, to be received no later than fourteen (14) days after the first of January, April, July and October. The revised report shall show the POM factor for the most current data available. This data shall consist of at least three (3) and no more than twelve (12) consecutive months of data, ending no more than 75 days earlier than the date the report is due (e.g., for the report due January 15th, the last month of data should be no earlier than October 31). The updated POM factor shall be based on signaling message records. The POM factor can be based on a statistically valid sample. The POM factor reported in January, April, July and October will be effective on the bill date of each such month and will serve as the basis for subsequent monthly billing pending the receipt of a revised POM report.
- b. No prorating or back billing will be done based on the jurisdictional report. However, usage will be billed utilizing the POM percentage that was in effect at the time the usage was generated.
- c. The customer shall maintain and retain the work papers that show how the POM was determined and a summary derived from the actual message detail records for a minimum twelve (12) month period which statistically substantiates each POM provided to the Company. This summary at a minimum shall include month, year and state.
- d. The Company may request the actual message detail records or a statistically valid sample of such records, on a prospective basis, not to exceed a consecutive three-month period. The actual message detail records will be used to statistically substantiate the POM provided to the Company and the process by which it is developed. Such message detail records shall consist of message information, including calling party number and called party number.
- e. If a quarterly report has never been received from the customer, and the customer failed to report a POM in the order for service, the Company will designate a zero percent (0%) POM beginning with the next billing period. This will be applied until a quarterly POM report is submitted.

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E.1. (Cont'd)

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- g. When jurisdictional reports are not provided by the customer or a billing dispute arises, the Company may request an audit. The audit procedures and responsible party(ies) for payment of audit expenses will be determined as follows:
- If the Company and the customer mutually agree upon an independent Certified Public Accountant (CPA) auditing firm and the party(ies) agree to equally share in the payment of audit expenses, both the Company and the customer will be bound by such agreement; or
  - The customer may select an independent CPA auditing firm and pay all audit expenses.
  - If the audit is not conducted as set forth preceding, the Company may select an independent CPA auditing firm and pay all expenses.
- h. The Company will adjust the customer's PIU based upon the audit results. The PIU resulting from the audit shall be applied to the usage for the quarter the audit is completed, the usage for the quarter prior to completion of the audit and the usage for the two (2) quarters following the completion of the audit. After that time, the customer may report a revised PIU pursuant to C., preceding. The Company will implement the revised interstate percentage to the next billing period or quarterly report date, whichever is first.

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**2.3.10 JURISDICTIONAL REPORT REQUIREMENTS (Cont'd)**

D. The Company will provide to the Commission annual reports on March 1st showing the interstate percentage reported to the Company over the previous calendar year by Switched Access Service customers. (M)

E. Jurisdictional Report Dispute and Auditing Procedures (M)

If a billing dispute arises concerning the projected interstate percentage, the Company will ask the customer to provide the data the customer uses to determine the projected interstate percentage as described in 1., following.

1. Switched Access Services

a. If the Company questions the information provided by the customer in C., preceding, the Company will send a letter to the customer (by certified U.S. Mail, return receipt requested) requesting that the customer contact the Company to discuss and explain their report within thirty (30) days of the Company's request.

b. If no response is received from the customer, the Company will send a letter to the customer (by certified U.S. Mail, return receipt requested) requesting the work papers and summary as described in C., preceding, used by the customer to substantiate the most recent interstate percentage. The requested information must be submitted by the customer to the Company within thirty (30) days after receipt of the certified letter.

c. If the customer submits the work papers and summary as requested in b., preceding, the Company will review this information within thirty (30) days after receipt of the customer's information.

d. If after review of the documentation, the Company and the customer establish a revised interstate percentage, the Company will begin using that percentage with the next billing period.

e. If the Company and the customer do not establish a revised interstate percentage, the Company will begin the procedures as set forth in g., following.

f. If no response is received from the customer, the Company will begin the auditing procedures as set forth in g., following, and notify the Commission. (M)

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2.3.10 JURISDICTIONAL REPORT REQUIREMENTS

E.1. (Cont'd)

- g. When jurisdictional reports are not provided by the customer or a billing dispute arises, the Company may request an audit. The audit procedures and responsible party(ies) for payment of audit expenses will be determined as follows:
- If the Company and the customer mutually agree upon an independent Certified Public Accountant (CPA) auditing firm and the party(ies) agree to equally share in the payment of audit expenses, both the Company and the customer will be bound by such agreement; or
  - The customer may select an independent CPA auditing firm and pay all audit expenses.
  - If the audit is not conducted as set forth preceding, the Company may select an independent CPA auditing firm and pay all expenses.
- h. The Company will adjust the customer's PIU based upon the audit results. The PIU resulting from the audit shall be applied to the usage for the quarter the audit is completed, the usage for the quarter prior to completion of the audit and the usage for the two (2) quarters following the completion of the audit. After that time, the customer may report a revised PIU pursuant to C., preceding. The Company will implement the revised interstate percentage to the next billing period or quarterly report date, whichever is first.

2. Jurisdictional Report Proprietary Information

The data the customer provides to the Company to support their interstate percentage is considered proprietary to the customer. The Company agrees to use and protect such information by exercising the same degree of care normally used to protect its own proprietary information.

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**15. COMMON CHANNEL SIGNALING NETWORK (CCSN)**

**15.8 RATES AND CHARGES**

**A. Common Channel Signaling Access Capability (Cont'd)**

	USOC	NONRECURRING CHARGE	MONTHLY RATE
3. CCS Link			
• First CCS Link	NRBS1,NRME6	\$567.00	-
• Each additional	NRBSA,NRME7	180.00	-
4. STP PORT, per port			
	PT8SX	-	\$465.00
5. Multiplexing			
• DS1 to Voice	QMVXX,FMCNX	-	363.24
• DS3 to DS1[1]	QM3XX,FMC5X	-	422.45

**B. Message Charge**

	OTHER RATE	INTRASTATE RATE	
1. Signal Formulation			
• ISUP, Per call set-up request	-	\$0.000829	(T)
2. Signal Transport			
• ISUP, Per call set-up request	-	0.000559	(T)
• TCAP, Per data request	\$0.000418	0.000418	(c)
3. Signal Switching			
• Per ISUP, Per call set-up request	-	0.001162	(T)
• Per TCAP, Per data request	0.000460	0.000460	(c)

[1] For Shared Use only as set forth in 2.7, preceding.

PN-2342-03-361

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Scott Macintosh  
 Quest Corporation  
 200 N 5th St  
 Bismarck ND 58501

2. Article Number  
(Transfer from service label)

7002 2410 0003 4912 3495

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03-Z-0985

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 Addressee

B. Received by (Printed Name) C. Date of Delivery  
 Scott Macintosh 8-18-03

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

PN-229-03-83; PN-2342-03-361

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Scott Macintosh  
 Quest Corporation  
 200 N 5th St  
 Bismarck ND 58501

2. Article Number  
(Transfer from service label)

7003 2260 0001 3517 9473

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 Addressee

B. Received by (Printed Name) C. Date of Delivery  
 Scott Macintosh 1-28-05

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

P4-2829-03-83; P4-2342-03-361

<b>SENDER: COMPLETE THIS SECTION</b>		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		A. Signature X <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: <i>Thomas J. Norman</i> <i>Krasner Rose &amp; Crisson LLC</i> <i>2120 L St NW Ste 520</i> <i>Washington DC 20037</i>		B. Received by (Printed Name) <i>D. Carter / in data</i>	C. Date of Delivery  
2. Article Number (Transfer from service label)		7003 2260 0001 3517 9497	
PS Form 3811, February 2004		Domestic Return Receipt	102595-02-M-1540

P4-2829-03-83; P4-2342-03-361

<b>SENDER: COMPLETE THIS SECTION</b>		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		A. Signature X <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: <i>Don Negeard</i> <i>Prende &amp; Skripted</i> <i>PO Box 1000</i> <i>Minot ND 58702-1000</i>		B. Received by (Printed Name) <i>Angela Kellon</i>	C. Date of Delivery <i>28 2005</i>
2. Article Number (Transfer from service label)		7003 2260 0001 3517 9480	
PS Form 3811, February 2004		Domestic Return Receipt	102595-02-M-1540