

STATE OF NORTH DAKOTA  
PUBLIC SERVICE COMMISSION

Midcontinent Communications, )  
A South Dakota Partnership, )  
 )  
Petitioner, )  
 )  
-vs- ) Case No. PU-11-697  
 )  
Missouri Valley )  
Communications, Inc., )  
 )  
Respondent. )

TRANSCRIPT OF  
ARBITRATION

Taken At  
State Capitol  
Bismarck, North Dakota  
April 4 and 5, 2012

BEFORE MR. PATRICK J. WARD  
-- ARBITRATOR --

A P P E A R A N C E S

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

MR. J.G. HARRINGTON  
Dow Lohnes PLLC  
Attorneys at Law  
1200 New Hampshire Avenue, NW  
Suite 800  
Washington, D.C. 20036-6802

- and -

MR. ZACHARY E. PELHAM  
Pearce & Durick  
Attorneys at Law  
314 East Thayer Avenue  
P.O. Box 400  
Bismarck, North Dakota 58502-0400

FOR THE PETITIONER,  
MIDCONTINENT  
COMMUNICATIONS.

-----

MR. DAVID J. HOGUE  
Pringle & Herigstad, P.C.  
Attorneys at Law  
2525 Elk Drive  
P.O. Box 1000  
Minot, North Dakota 58702-1000

FOR THE RESPONDENT,  
MISSOURI VALLEY  
COMMUNICATIONS, INC.

-----

C O N T E N T S

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

Page No.

Opening statement by Mr. Harrington	20
Opening statement by Mr. Hogue	22
Closing statement by Mr. Harrington	389
Closing statement by Mr. Hogue	392

-----

WITNESSES:

**W. THOMAS SIMMONS**

Direct Examination by Mr. Harrington	27
Cross-examination by Mr. Hogue	32
Redirect Examination by Mr. Harrington	64
Recross-examination by Mr. Hogue	69
Redirect Examination by Mr. Harrington	75

**TIMOTHY J. GATES**

Direct Examination by Mr. Harrington	76
Cross-examination by Mr. Hogue	80
Redirect Examination by Mr. Harrington	158
Recross-examination by Mr. Hogue	164
Redirect Examination by Mr. Harrington	183

**MICHAEL KILGORE**

Direct Examination by Mr. Hogue	189
Cross-examination by Mr. Harrington	249
Redirect Examination by Mr. Hogue	316
Recross-examination by Mr. Harrington	320

**CHAD A. DUVAL**

Direct Examination by Mr. Hogue	324
Cross-examination by Mr. Harrington	339
Examination by Mr. Ward	374
Recross-examination by Mr. Harrington	384
Redirect Examination by Mr. Hogue	386

-----

C O N T E N T S (Continued)

EXHIBITS:

No.	Description	Off'd	Rec'd
1	Prefiled Direct Testimony of		
5	W. Thomas Simmons	32	32
6	Prefiled Direct Testimony of		
7	Timothy Gates	79	80
8	Presentation to National		
9	Telephone Cooperative Association		
10	by Chad Duval	368	368
11	Analysis of reciprocal		
12	compensation scenarios	348	348
13	Missouri Valley line extension		
14	data	287	287
15	Service Order Charges Under		
16	Midcontinent Rural Inter-		
17	connection Agreements in ND	258	258
18	Missouri Valley discovery		
19	response re support for		
20	reciprocal compensation rate	273	273
21	Prefiled Direct Testimony of		
22	Chad A. Duval	328	328
23	Supplement to Direct Testimony		
24	of Chad A. Duval	328	328
25	Prefiled Direct Testimony of		
26	Mike Kilgore	199	199
27	Williston Exchange Area Map	199	199
28	Access Line Graph	199	199
29	Impact Analysis Spreadsheet	199	
30	Attachment 1 to Direct		
31	Testimony of Chad A. Duval	328	328

C O N T E N T S (Continued)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

EXHIBITS:

No.	Description	Off'd Rec'd
20	April 5, 2006, letter to Mary Lohnes from Kathy Greenwood; April 3, 2012, email to Zach Pelham from Mary Lohnes	373 374
21	February 3, 2012, email to David Hogue from J.G. Harrington and attachments	266 299
22	February 28, 2012, letter to J.G. Harrington from David J. Hogue and attachments	266 267

-----

1           (The proceedings herein were had and made  
2 of record, commencing at 10:27 a.m., Wednesday,  
3 April 4, 2012, as follows:)

4           MR. WARD: Mr. Hogue, this is the  
5 administrative law judge/arbitrator, Pat Ward.  
6 Everybody else is here in the room. I'm just going  
7 to read a little opening statement that I planned  
8 to make at the beginning of the arbitration and  
9 then we'll talk a little bit about what we're going  
10 to do to regroup here.

11           Good morning, everyone. My name is Pat  
12 Ward. I'm the arbitrator selected by the parties  
13 pursuant to the Telecommunications Act provisions  
14 of the North Dakota Public Service Commission and  
15 designated by the PSC to serve as arbitrator for  
16 this hearing. The matter is Public Service  
17 Commission Case No. PU-11-697.

18           This arbitration originated with a  
19 November 14th, 2011, petition for arbitration of  
20 Midcontinent Communications. On June 14th, 2011,  
21 Midcontinent requested a facilities-based  
22 interconnection from Missouri Valley Communications  
23 for the purposes of exchanging local traffic under  
24 Section 251(a) of the Communications Act and  
25 reciprocal compensation in number portability under

1 Section 251(b).

2 Midcontinent proposed to interconnect at  
3 Williston and indicated it would be willing to  
4 interconnect at a mutually agreed point between  
5 Missouri Valley's Williston switch and  
6 Midcontinent's head end, or at any other location  
7 in the Williston exchange where Missouri Valley  
8 interconnects with another carrier. Midcontinent  
9 also proposed that the parties adopt the terms of  
10 their existing resale agreement for transfer of  
11 customers, directory listings and other related  
12 matters.

13 Since the time of the initial petition,  
14 the parties have narrowed the open issues. We're  
15 here today to address those remaining open issues.

16 I have previously reviewed the submissions  
17 of the parties, including the direct testimony of  
18 the following witnesses which have been provided:  
19 Chad Duval, Mike Kilgore, Timothy Gates and W.  
20 Thomas Simmons.

21 I have reviewed the pertinent provisions  
22 of North Dakota law and specifically the provisions  
23 of Section 251(a) and (b) of the Federal  
24 Communications Act, relevant case law and a  
25 declaratory ruling of the Federal Communications

1 Commission with regard to interconnection under  
2 Section 251(a) and (b) in the context of an  
3 incumbent local exchange carrier claiming a rural  
4 exemption. I have also reviewed briefs, oral  
5 argument and the Commission's order denying  
6 Missouri Valley's motion to dismiss petition for  
7 arbitration.

8 This hearing was intended to commence this  
9 morning and continue until both parties are  
10 satisfied they have presented sufficient material  
11 to give the arbitrator an opportunity to make a  
12 recommended decision to the North Dakota Public  
13 Service Commission with regard to the open issues.

14 Pursuant to the revised scheduling order,  
15 each side will submit post hearing briefs no later  
16 than April 20, 2012, and a proposed arbitration  
17 award on each open issue by April 20th, 2012. A  
18 recommended decision will be issued by the  
19 arbitrator in the form of a recommendation to the  
20 Public Service Commission no later than May 1st,  
21 2012.

22 It is now approximately 10:30 a.m. at the  
23 Public Service Commission hearing room in the State  
24 Capitol in Bismarck, North Dakota, which is the  
25 time, date and place set by agreement of the

1 parties in the revised scheduling order for live  
2 testimony and cross-examination of witnesses. We  
3 have a court reporter, Denise Andahl, who will be  
4 making a record.

5 At this point I'm going to ask counsel for  
6 the petitioner, Midcontinent, to state your  
7 appearance for the record and identify anyone who  
8 is with you here today.

9 MR. HARRINGTON: For Midcontinent  
10 Communications, J.G. Harrington of Dow Lohnes,  
11 PLLC, Zachary Pelham of Pearce & Durick. Also  
12 present for Midcontinent are our witnesses, W.  
13 Thomas Simmons of Midcontinent, Timothy Gates of  
14 QSI Consulting. Also in the room for Midcontinent  
15 are Nancy Vogel, Mary Lohnes and Scott Anderson of  
16 Midcontinent.

17 MR. WARD: Mr. Hogue, would you just state  
18 your appearance for Missouri Valley?

19 MR. HOGUE: Yes. David Hogue on behalf of  
20 Missouri Valley.

21 MR. WARD: Now, by chance, Mr. Hogue, do  
22 you have any of your clients with you there today  
23 in Minot preparing for this?

24 MR. HOGUE: Mr. Ward, they are en route to  
25 Bismarck. And, first of all, I have to apologize.

1 I don't know what happened. I'm looking at the  
2 scheduling order that says that the arbitration  
3 starts tomorrow, April 5, at 10 a.m., and that has  
4 been locked in my brain for some period of time,  
5 and we've obviously revised that to move the  
6 scheduling order -- or to move the date up to  
7 today, and I have no explanation as to how I did  
8 not change that in my mind or my client's mind. So  
9 I am sorry. I have no explanation of it other than  
10 I just messed up.

11 MR. WARD: Okay. Well, I recall that when  
12 we set the original scheduling order, Mr.  
13 Harrington requested that we move it up a day and  
14 we did that in the revised scheduling order, and  
15 from the standpoint of all these witnesses that are  
16 here -- I mean, I understand the mistake. In my  
17 own mind, I a couple times had the issue of is it  
18 the 4th, is it the 5th. But I did mention on  
19 Monday when we had the pretrial conference that I  
20 would see everybody on Wednesday morning at 10 a.m.  
21 And I know that must have just escaped you at that  
22 time, as well.

23 MR. HOGUE: Yeah.

24 MR. WARD: I assume you were thinking we  
25 were going to start at 10 a.m. tomorrow.

1 MR. HOGUE: Yeah. Well, I've got the  
2 scheduling order, you know, saved in my electronic  
3 file and I pulled that out and -- yeah.

4 MR. WARD: Okay. One thing I'll say, you  
5 know, I'm going to continue the hearing till 10  
6 a.m. tomorrow. Can we start early?

7 MR. HOGUE: Yes.

8 MR. PELHAM: That's what we were going to  
9 ask, is to start earlier, and I do have something  
10 else to say.

11 MR. WARD: Okay. Mr. Pelham, you can make  
12 a record.

13 Anything else you want to say, Mr. Hogue,  
14 before we go to the Midcontinent attorneys so they  
15 can make a record?

16 MR. HOGUE: No. It's on me.

17 MR. WARD: Okay. Go ahead, Mr. Pelham or  
18 Mr. Harrington.

19 MR. PELHAM: Yeah. Thank you, Mr. Ward.  
20 While I certainly can appreciate Mr. Hogue's  
21 dilemma, what I can't appreciate is the harm that  
22 has come to Midcontinent as a result. Certainly  
23 Mr. Hogue has not intentioned to miss this and has  
24 stated that there was a mistake made, but be that  
25 as it may, my client has suffered a tangible harm

1 as a result of this. We would seek to move on with  
2 this hearing to the extent possible today. If that  
3 is being done by telephone, then so be it. The  
4 harm should not be to Midcontinent.

5 We would also seek, to the extent provided  
6 under the rules, sanctions in the form of costs  
7 required and expenses as a result of Midcontinent's  
8 experts, Midcontinent's personnel, as well as  
9 counsel, to potentially be at this hearing quite a  
10 bit longer than otherwise would have been had this  
11 hearing taken place at 10 a.m. as scheduled.

12 And I don't mean this to bring this motion  
13 against Mr. Hogue. I know Mr. Hogue. He's a  
14 decent man and attorney, but the reality of it is  
15 Midcontinent has been harmed, Midcontinent has  
16 suffered as a result of this mistake by Missouri  
17 Valley's counsel, and Missouri Valley should bear  
18 that burden to at least attempt to bring  
19 Midcontinent up to a place where it can at least be  
20 made whole to the extent possible.

21 MR. WARD: Mr. Hogue, any response to  
22 that?

23 MR. HOGUE: No, I don't have any response.

24 MR. WARD: Okay. Let me ask you a  
25 question, because Mr. Pelham presented a couple of

1 options that I think are available to us. One is,  
2 we could proceed as scheduled in the sense that  
3 Midcontinent has the burden of proof, they would be  
4 going first and their witnesses are here. Would  
5 you be in a position to cross-examine the witnesses  
6 if we were to proceed today?

7 MR. HOGUE: I would like to cross-examine  
8 them live, so I imagine that I could -- I mean, I'm  
9 sitting here with my stuff ready to go, so I  
10 imagine that if we could reconvene this afternoon,  
11 yes, I would be prepared to start this afternoon.

12 MR. WARD: Okay.

13 MR. HOGUE: I cannot -- my clients are not  
14 expected to be in until midafternoon today in  
15 Bismarck, but in terms of cross-examining the two  
16 Midcontinent witnesses, yes.

17 MR. WARD: Okay. Mr. Harrington, how long  
18 do you think it will take for your witnesses?

19 MR. HARRINGTON: We don't anticipate that  
20 they will be very long, but that's dependent almost  
21 entirely on Mr. Hogue's cross-examination.

22 MR. WARD: Okay. Does one o'clock work?  
23 Can you get here by one, or is that too soon? It's  
24 a two-hour drive.

25 MR. HOGUE: Local time is 10:40. Could I

1 have till two?

2 MR. WARD: We'll start at two. And we'll  
3 go as long today as we need to to the extent that I  
4 don't want to inconvenience any witnesses any more  
5 than we already have. And I don't know if you can  
6 get ahold of your clients on a cell phone -- and no  
7 pun intended, but if you can get ahold of your  
8 clients and get them here by two, if there's any  
9 way to speed up that process, you might want to let  
10 them know about that.

11 In addition, I did want to make some  
12 comments on the motion to strike. I have had time  
13 to think about it and review it, and in essence I'm  
14 going to grant the motion to strike any material  
15 that is inconsistent with the agreement of the  
16 parties that was previously agreed to and that is  
17 not included in either the petition or the  
18 response.

19 I'm not going to allow any new issues to  
20 be raised at this point, especially since now we're  
21 cutting the time. But what I will say is that a  
22 few of those things may have been factual, and to  
23 the extent they're factual, I may allow some  
24 cross-examination on those issues or some  
25 examination on those issues, but I'm going to

1 really, really require you, Mr. Hogue, to toe the  
2 line with your witnesses and not let them, in  
3 particular it was in Mr. Kilgore's testimony, you  
4 know, start sort of inventing from scratch new  
5 ideas for a new agreement, because what I really  
6 thought we had was a pretty good narrowing of the  
7 issues going forward and I actually was almost  
8 anticipating just about everything being settled  
9 before I got here, but based on those prefiled  
10 testimony exhibits, it just seems like things  
11 started going in the other direction and I hate to  
12 put all this on you on such short notice, but you  
13 know, you are an extremely good attorney and I  
14 think that you'll just have to make whatever  
15 adjustment is necessary, but we're going to focus  
16 on the issues that both sides presented in the  
17 petition and the response and we're not going to  
18 spend a lot of time talking about things that  
19 aren't related to that.

20 As far as Mr. Pelham's request for  
21 sanctions, I'm going to take that under advisement.  
22 Being that it's turned into what looks like is  
23 going to be a four-hour delay, I don't know what  
24 power I have to grant sanctions in this particular  
25 case, so that may be something we need to talk

1 about later, but to the extent there's any  
2 inconvenience to witnesses or whatever, expenses to  
3 the parties, we may have to visit that later at the  
4 time we decide the case. So I just want to leave  
5 that open.

6 Do we have anything else we need to  
7 address before two o'clock this afternoon? Mr.  
8 Harrington?

9 MR. HARRINGTON: No.

10 MR. WARD: Mr. Pelham? Sorry.

11 MR. PELHAM: That's okay. No. No, sir.

12 MR. WARD: Okay. Mr. Hogue?

13 MR. HOGUE: No.

14 MR. WARD: So I'm going to, I guess,  
15 suspend the hearing -- postpone until two o'clock  
16 this afternoon, at which time we'll pick up with  
17 Midcontinent's direct testimony of their live  
18 witnesses.

19 Thank you all very much and we'll see you  
20 at two o'clock, Mr. Hogue.

21 MR. HOGUE: Yep. Thank you.

22 (Recessed at 10:40 a.m. until 1:57 p.m.)

23 MR. WARD: Good afternoon, everyone. My  
24 name is Pat Ward. I'm the arbitrator selected by  
25 the parties pursuant to the Telecommunications Act

1 provisions of the North Dakota Public Service  
2 Commission and designated by the PSC to serve as  
3 arbitrator for this hearing. The matter is Public  
4 Service Commission Case No. PU-11-697.

5 This arbitration originated with the  
6 November 14, 2011, petition for arbitration of  
7 Midcontinent Communications. On June 14, 2011,  
8 Midcontinent requested a facilities-based  
9 interconnection from Missouri Valley Communications  
10 for the purposes of exchanging local traffic under  
11 Section 251(a) of the Communications Act and  
12 reciprocal compensation in number portability under  
13 Section 251(b).

14 Midcontinent proposed to interconnect at  
15 Williston and indicated it would be willing to  
16 interconnect at a mutually agreed point between  
17 Missouri Valley's Williston switch and  
18 Midcontinent's head end, or any other location in  
19 the Williston exchange where Missouri Valley  
20 interconnects with another carrier. Midcontinent  
21 also proposed that the parties adopt the terms of  
22 their existing resale agreement for transfer of  
23 customers, directory listings and other related  
24 matters.

25 Since the time of the initial petition,

1 the parties have narrowed the open issues. We are  
2 here today to address those remaining open issues.

3 I have previously reviewed the submissions  
4 of the parties, including the direct testimony of  
5 the following witnesses which have been provided:  
6 Chad Duval, Mike Kilgore, Timothy Gates and W.  
7 Thomas Simmons.

8 I have reviewed the pertinent provisions  
9 of North Dakota law and specifically the provisions  
10 of Section 251(a) and (b) of the Federal  
11 Communications Act, relevant case law and a  
12 declaratory ruling of the Federal Communications  
13 Commission with regard to interconnection under  
14 Section 251(a) and (b) in the context of an  
15 incumbent local exchange carrier claiming a rural  
16 exemption. I have also reviewed briefs, oral  
17 argument and the Commission's order denying  
18 Missouri Valley's motion to dismiss petition for  
19 arbitration.

20 This hearing will commence now and  
21 continue until both parties are satisfied they have  
22 presented sufficient material to give the  
23 arbitrator an opportunity to make a recommended  
24 decision to the North Dakota Public Service  
25 Commission with regard to those open issues.

1           Pursuant to the revised scheduling order,  
2 each side will submit posthearing briefs no later  
3 than April 20th, 2012, and a proposed arbitration  
4 award on each open issue by April 20th, 2012. A  
5 recommended decision will be issued by the  
6 arbitrator in the form of a recommendation to the  
7 Public Service Commission no later than May 1st,  
8 2012.

9           It is now a little -- approximately 2 p.m.  
10 at the Public Service Commission hearing room here  
11 in the State Capitol in Bismarck, which is the  
12 time, date and place set by agreement of the  
13 parties for live testimony and cross-examination of  
14 witnesses. We have a court reporter, Denise  
15 Andahl, who will be making a record.

16           At this time counsel for petitioner,  
17 Midcontinent, please state your appearance and  
18 identify anyone here with you today.

19           MR. HARRINGTON: I'm J.G. Harrington of  
20 Dow Lohnes, LLP -- PLLC. I'm sorry. I am  
21 accompanied here by Zachary Pelham from Pearce &  
22 Durick here in Bismarck. We have -- for  
23 Midcontinent, itself, we have W. Thomas Simmons,  
24 who will be a witness. We also have Nancy Vogel,  
25 Mary Lohnes and Scott Anderson. And also present

1 is our expert witness, Timothy Gates, who is from  
2 QSI Consulting.

3 MR. WARD: And counsel for Missouri  
4 Valley, please state your appearance and identify  
5 anyone with you here today.

6 MR. HOGUE: My name is David Hogue, and  
7 I'm with Pringle & Herigstad law firm. With me  
8 seated at the table is Mr. Mike Kilgore. He is the  
9 general manager of Missouri Valley. Behind Mike is  
10 Miss Remi Sun. She is the chief financial officer  
11 for Missouri Valley. And seated to Miss Sun's left  
12 is Mr. Chad Duval. He is an expert witness who  
13 will testify on behalf of Missouri Valley.

14 MR. WARD: Can you spell Sun for me?

15 MR. HOGUE: S-u-n.

16 MR. WARD: And that's all I see present in  
17 the courtroom today.

18 With that, I guess I'll turn it over to  
19 Mr. Harrington, if you have any opening statement  
20 you would like to make at this time.

21 MR. HARRINGTON: Yes, Your Honor, and I'll  
22 be brief.

23 In this arbitration we have a very limited  
24 set of issues, and the most significant of those  
25 issues relate to the questions concerning

1 reciprocal compensation, particularly the question  
2 whether it's appropriate to adopt bill-and-keep  
3 compensation, and if bill-and-keep compensation is  
4 not adopted, what the specific terms of the  
5 agreement should be concerning when compensation is  
6 paid and the rate of compensation.

7 On that issue the evidence you're going to  
8 see today will show several things. The first is  
9 that there's no reason to think the traffic will  
10 not be in balance. The second is that, consistent  
11 with FCC orders, it's appropriate to adopt  
12 bill-and-keep. Third, to the extent that you as  
13 the arbitrator determine that bill-and-keep is not  
14 appropriate, that the rates proposed by Missouri  
15 Valley are far in excess of appropriate rates under  
16 the FCC's rules and under the Communications Act  
17 and a much, much lower rate should be adopted.

18 The other issues are, relatively speaking,  
19 less significant. However, the most important one  
20 to the timing of interconnection, the timing with  
21 which we'll be able to provide facilities-based  
22 service to the consumers in Williston is the  
23 question of when the agreement becomes effective.

24 We'll show today that there are important  
25 reasons why the agreement should become effective

1 as quickly as possible and should not be delayed  
2 pending any appeals that are filed by Missouri  
3 Valley or, for that matter, by Midcontinent. As I  
4 said, the other issues are relatively less  
5 important and we'll deal with the proof of each of  
6 them in the end.

7 We believe it is clear from the evidence  
8 you'll hear today that the arbitrator should adopt  
9 all positions taken by Midcontinent in this  
10 proceeding.

11 MR. WARD: Okay. Mr. Hogue, any opening  
12 statement?

13 MR. HOGUE: Yes. Thank you, Mr. Ward.

14 First of all, I need to apologize again  
15 for causing a delay in these proceedings. The  
16 delay was caused by my error and I'm sorry for  
17 that. I apologize to counsel and to you, the  
18 arbitrator, to Midcontinent's representatives who  
19 are here, as well as the expert witnesses. I  
20 failed to properly calendar the revised date for  
21 this proceeding, and I should have done so.

22 Having said that, Mr. Ward, I agree  
23 largely with Mr. Harrington in terms of the large  
24 issues. Reciprocal comp is a large issue, as is  
25 the implementation date of any proposed

1 interconnection agreement.

2 Missouri Valley has consistently proposed  
3 that the implementation date of the proposed  
4 interconnection agreement be delayed or stayed  
5 until there is judicial review of whether or not  
6 Missouri Valley is obliged to interconnect with  
7 Midcontinent to exchange local traffic.

8 And the stay is for a number of reasons,  
9 most importantly not to waste the parties'  
10 resources. The parties will have to change their  
11 network, Missouri Valley will have to engage its  
12 central office staff, its technicians, to change  
13 the physical interconnections in the switch. The  
14 customers will see that and the customers will be  
15 affected. So if it's ultimately determined that  
16 Midcontinent is not entitled to physically  
17 interconnect with Missouri Valley, that process  
18 will have to be reversed and those customers will  
19 have to be reformed that they are not directly  
20 connected to Midcontinent.

21 I've just had a chance to review the  
22 arbitrator's motion in limine and I would like to  
23 be heard on that, although I understand that now is  
24 the time to call direct testimony and  
25 cross-examination by the witnesses. The arbitrator

1 has outlined, I think, the other issues and  
2 Missouri Valley has provided its responses that  
3 were e-mailed this morning to the arbitrator.

4 MR. WARD: Mr. Hogue, I did receive your  
5 response. As far as the motion to strike goes, I'm  
6 going to stand on that order. If you look at the  
7 last sentence in the order, there is a little bit  
8 of leeway there to the extent that that testimony  
9 may relate factually to one of the open issues.  
10 You know, at that juncture, if something like that  
11 comes in, we'll rule at that time as to whether or  
12 not that's a factual question that we need to go  
13 into or not, but I have granted the motion to  
14 strike and I'm going to stand on that order with  
15 respect to anything that could be perceived as an  
16 opening up a new issue in the arbitration, because  
17 I feel that both myself and the PSC are bound by  
18 what the Telecommunications Act has to say about  
19 framing of the issues in one of these arbitrations,  
20 and I do think that Midcontinent is correct that  
21 that is the petition and the response, and so I  
22 believe there's been opportunity to expand on those  
23 issues and until the testimony was filed, it really  
24 wasn't, and I just feel that given the collapsed  
25 time frame that things have to be done -- I mean,

1 we're sort of on a fast track here under the law --  
2 I don't think it would be appropriate to be  
3 widening the issues or opening additional issues at  
4 this time. And so unless those are factual  
5 questions which I feel relate to the issues that  
6 we're here to address, I'm not going to permit it.  
7 So that's -- I guess that's my response on that.

8 As far as the misunderstanding this  
9 morning about the time, we all know what a good  
10 attorney you are, you know, you have been in  
11 practice in this state a long time and anybody can  
12 make a mistake, and certainly I'm sure that's what  
13 happened. Because of the way this came about with  
14 the original date being the 5th and 6th and the  
15 revised scheduling order changing it to the 4th and  
16 5th, you know, it's unfortunate because it was such  
17 an inconvenience to the other side in terms of the  
18 expense of the expert witnesses and the staff and  
19 the attorneys that they have here. We've made up  
20 all but four hours of that time now and so we're  
21 going to do the best we can to finish today and  
22 tomorrow like we planned.

23 I will take under advisement any request  
24 for sanctions, whether I have authority for  
25 sanctions. Because of the fact that I think it was

1 totally inadvertent on your part, I'm going to be  
2 somewhat lenient in regard to this this time.

3 And my ruling on the motion to strike was  
4 not related in any way, shape or form to that. I  
5 was coming in here this morning with my mind pretty  
6 much set that I was going to grant that motion,  
7 anyway. So that's kind of where we stand at this  
8 time.

9 Mr. Harrington, any response to the  
10 opening remarks?

11 MR. HARRINGTON: No, Your Honor.

12 MR. WARD: Okay. Then we can proceed.

13 MR. HARRINGTON: We would like to call as  
14 our first witness W. Thomas Simmons.

15 MR. WARD: Mr. Simmons, you may have a  
16 seat.

17 Mr. Simmons, before you testify in this  
18 matter, I'm required by law to advise you of the  
19 law regarding perjury in North Dakota. Perjury is  
20 a false statement under oath of a material fact  
21 made by a person who knows or does not believe the  
22 statement to be true at the time it is made.

23 Perjury is a Class C felony. A Class C  
24 felony is subject to a maximum penalty of five  
25 years imprisonment, a fine of \$5,000, or both may

1 be imposed.

2 I'm going to ask the court reporter to  
3 administer the oath.

4 **W. THOMAS SIMMONS,**

5 being first duly sworn, was examined and testified  
6 as follows:

7 MR. WARD: Thank you. You may proceed,  
8 Mr. Harrington.

9 MR. HARRINGTON: Thank you, Your Honor.

10 **DIRECT EXAMINATION**

11 **BY MR. HARRINGTON:**

12 Q. Would you tell me your name, please?

13 A. W. Tom Simmons.

14 Q. And could you tell me your title?

15 A. I'm the senior vice president of public  
16 policy for Midcontinent Communications.

17 Q. Did you cause to be filed direct testimony  
18 in this proceeding?

19 A. I did.

20 Q. Is it the testimony that is marked as  
21 Exhibit 1?

22 A. I believe so.

23 Q. I'm going to pass you a copy of the  
24 testimony. Could you review it and make sure it is  
25 what you caused to be filed.

1 A. It is.

2 Q. Do you have any corrections or changes to  
3 this testimony?

4 A. No, I do not.

5 Q. May I have it back?

6 A. Oh, I'm sorry.

7 Q. Thank you. Could you briefly summarize  
8 what you say in your testimony?

9 A. Well, the purpose of my testimony is to  
10 provide information on Midcontinent Communications  
11 and our experience in providing voice, video and  
12 data services in the City of Williston and,  
13 frankly, across our four-state region.

14 We, along with others, have experienced  
15 some extraordinary growth in Williston that affects  
16 our ability to provide our services. And even  
17 before that growth level became apparent, Williston  
18 became a very important market for us. We have  
19 been providing services there, cable television  
20 services, for a number of years, and when we had  
21 the opportunity to expand into that area with voice  
22 and video services, we began that process.

23 We have increased our investment in  
24 Williston to meet expanding needs and are planning  
25 to continue with that plan to add additional

1 facilities into this very growing and vibrant  
2 market. We would, of course, like to move all of  
3 our services to our own owned, managed network to  
4 be able to provide the quality of services in  
5 Williston that we provide in all of our other areas  
6 and to be in a position to participate in the  
7 residential, the socioeconomic and, frankly, the  
8 economic development boom that the City of  
9 Williston is experiencing now.

10 Williston is a very important market to us  
11 as is all of North Dakota. We serve this area by  
12 choice. We serve this area because this is where  
13 we live and we enjoy delivering services to  
14 customers in the level that they expect and to  
15 their satisfaction. That's the primary purpose of  
16 my testimony.

17 Q. Mr. Simmons, there were some charts and  
18 graphs in your testimony and we're going to show  
19 them briefly, if you could explain them shortly.

20 A. Yes.

21 Q. Can you explain that chart, please?

22 A. This chart is a depiction of our  
23 measurement in average days it takes to install  
24 services for customers -- for new customers in  
25 Williston.

1           The blue line is the number of days during  
2 calendar year 2011, average number of install days  
3 per month January through December. The red line  
4 is the average number of install days we experience  
5 for installation of new customers on our own  
6 facilities.

7           The difference, of course, is that the  
8 facilities installed in -- noted in blue are  
9 installed actually through our resale agreement  
10 with Missouri Valley and, of course, in red is  
11 installation on our own network. We measure the  
12 days of installment from the day the customer makes  
13 the request to the day the customer receives  
14 service.

15           Q. And this chart appears on page 12 of your  
16 testimony; is that correct?

17           A. Yes, it does.

18           Q. And the next chart, would you describe  
19 this chart for us briefly?

20           A. This is a similar chart measuring the  
21 length of time it takes to respond to a customer  
22 who is -- has an open trouble ticket for no dial  
23 tone. Frankly, this catches my attention more than  
24 almost anything. A customer in this case is not  
25 able to use service on that telephone network.

1           Again, the average number of days noted in  
2 blue are those experienced in Williston on our  
3 resold services as opposed to the yellow line,  
4 which is our average trouble ticket time on our own  
5 facilities-based network.

6           Q.     And does this chart appear on page 13 of  
7 your testimony?

8           A.     It does.

9           Q.     And one more. This is a map. Could you  
10 describe this map and in particular how it's  
11 relevant to Williston?

12          A.     Yes. This is a map of Midcontinent's  
13 service area. This is our primary Northern Plains  
14 Network map. This shows the conductivity between  
15 our individual communities and, frankly, our  
16 individual areas. The bold red lines in there are  
17 our Northern Plain Network primary circuits, 100-  
18 gigabit circuits.

19                 The line that goes from Beulah up to  
20 Williston is actually a leased line. We purchased  
21 that from Dakota Carrier Network. And as we grow  
22 and develop in the City of Williston and as the  
23 City of Williston is demanding more capacity, we  
24 made the decision to extend our full network into  
25 Williston with another 100-gigabit network. That

1 network will be coming across from Minot.  
2 Construction of that is expected to begin shortly.  
3 We plan an announcement of that on May 1st in  
4 Williston, also in Minot, to announce the opening  
5 of that particular network.

6 Once again, the idea is to make sure as  
7 much of our customers' services are available on  
8 our own facilities, including middle mile as well  
9 as last mile.

10 MR. HARRINGTON: Thank you, Mr. Simmons.

11 I move the admission of Mr. Simmons'  
12 testimony into evidence.

13 MR. WARD: Any objection?

14 MR. HOGUE: No.

15 MR. WARD: That will be received.

16 MR. HARRINGTON: We are done with Mr.  
17 Simmons. He is available for cross-examination.

18 MR. WARD: Okay. Mr. Hogue.

19 MR. HOGUE: Thank you, Your Honor.

20 **CROSS-EXAMINATION**

21 **BY MR. HOGUE:**

22 Q. Mr. Simmons, I think we've met before  
23 probably in the previous proceeding; is that  
24 correct?

25 A. That's correct.

1           Q.     You were an expert witness in the 2009  
2 proceeding; is that correct?

3           A.     Was it 2009 or 2008? At any rate, in the  
4 previous discussion, yes, I did represent  
5 Midcontinent.

6           Q.     I noted on page 2, line 5, you talked  
7 about joining the Midcontinent family of companies.  
8 Do you understand that Comcast is a 49 percent  
9 owner of Midcontinent?

10           MR. HARRINGTON: Objection, relevance.

11           MR. HOGUE: I'm trying to figure out which  
12 family of companies.

13           MR. WARD: Overruled. Go ahead.

14           THE WITNESS: Well, Midcontinent --  
15 Midcontinent Communications is a general  
16 partnership with Comcast and Midcontinent Media.  
17 Midcontinent Media is the operating partner.  
18 Comcast is a financial partner.

19           Q.     (MR. HOGUE CONTINUING) And does Comcast  
20 own 49 percent of the partnership?

21           A.     I don't know the exact number. It's my  
22 understanding that it, in fact, is an equal partner  
23 in Midcontinent Communications, but, again, Comcast  
24 is a financial partner, actually not involved in  
25 our general operations.

1           Q.     Are you a member of -- do you call that  
2 part of the family of Midcontinent, and are you  
3 involved with Comcast, personally?

4           A.     No, I do not call it a part of the family.  
5 Maybe more significantly, Comcast does not include  
6 us as a part of their family. And I have very few  
7 dealings with Comcast, frankly.

8           MR. WARD:   Sounds like some of my  
9 relatives.

10          THE WITNESS:   Yes.   Mine, too.

11          Q.     (MR. HOGUE CONTINUING)   Comcast does own  
12 some content providers, does it not, Golf Channel,  
13 E Network?

14          A.     Yes.

15          Q.     Does Midcontinent buy those channels from  
16 Comcast?

17          A.     Yes.

18          MR. HARRINGTON:   I'm sorry.   Where are we  
19 going here?   I'm going to object again on  
20 relevance.   They have nothing to do with any of the  
21 issues in this proceeding at this point.

22          MR. WARD:   Yeah, I guess I'm kind of  
23 inclined to agree.

24          MR. HOGUE:   Well, that's good timing  
25 because I am moving on.

1 MR. WARD: Okay.

2 Q. (MR. HOGUE CONTINUING) Going to page 3,  
3 line 9, you state, "Except in Williston, we use  
4 Midcontinent cable platform to provide all of our  
5 services." You're using your coax cable in  
6 Williston to provide your services, are you not?

7 A. Yes.

8 Q. What is meant by that, that you're not  
9 using -- you're not using your own services to  
10 provide what, switching in Williston?

11 A. No. What I mean by that line is that in  
12 most of our markets where we provide telephone  
13 services, telephone, voice and video are all  
14 services provided on our network. In Williston on  
15 our network we provide video and data services. We  
16 do not provide voice on our network.

17 Q. When you say the Williston community, I  
18 assume you've looked at the previously filed  
19 testimony of other witnesses who have alleged that  
20 your service area is basically seven square miles  
21 within the city limits of Williston?

22 A. Our service area is the city limits of  
23 Williston because that's our franchise area for our  
24 cable operations, that's correct.

25 Q. Are you aware of whether you serve all of

1 the area within the city limits of Williston?

2 A. It's my understanding that we serve all  
3 areas within the City of Williston where we have  
4 had customer requests. Now, if there are expanded  
5 areas that aren't quite built out, we may not have  
6 that network fully extended there, but, to my  
7 knowledge, we work very hard to build out all those  
8 areas.

9 MR. HARRINGTON: Are you going to want the  
10 tripod? We can move our material if you'd like.

11 MR. HOGUE: Oh, okay.

12 MR. WARD: One thing, gentlemen, when we  
13 walk away from the microphones, it may not be  
14 picked up on the taping system for the Internet  
15 stream. There was talk of bringing in a handheld  
16 microphone. Did he do that?

17 MR. HARRINGTON: We can bring one of these  
18 over there since they're wireless.

19 MR. WARD: Yeah, let's do that. Mr.  
20 Hogue, if you could kind of try to work with that  
21 microphone. Here's Scott now.

22 Q. (MR. HOGUE CONTINUING) Mr. Simmons, I'm  
23 showing you what I'll represent to you is a map of  
24 the Williston exchange. Do you see it?

25 A. I do.

1           Q.     And I want to further represent to you  
2     that the red lines -- can you see this red line  
3     here?

4           A.     Yes.

5           Q.     I'll represent to you that that is the  
6     Williston city limits.  Okay?

7           A.     Okay.

8           Q.     The next part I want to show you is  
9     colored in purple, and it's not -- it's not a  
10    permanent print on the map.  It's a flip-up.  What  
11    I want to represent to you is that that is the area  
12    where Midcontinent has facilities within the  
13    Williston city limits.  Do you see that?

14          A.     Yes.

15          Q.     Is it your testimony that if you got a  
16    request from somebody up here in what I'm pointing  
17    to as number 1, which is within the Williston city  
18    limits, if you got a request from somebody up  
19    there, did I understand your previous testimony  
20    that you would serve them?

21          A.     If we had one request from one person in  
22    that particular area, I'm not sure that we would  
23    work to provide service to that one customer.

24          Q.     Okay.

25          A.     Unless, of course, that one customer would

1 then make a complaint to the city council, who is  
2 the grantor of our franchise, and we would have to  
3 deal with it at that level.

4 Q. That's what I thought.

5 MR. HARRINGTON: May I ask a question? I  
6 don't understand the basis for the purple area on  
7 the map, where you got that information. I don't  
8 think Mr. Simmons actually is an expert on the  
9 boundaries of the system in Williston, so I need to  
10 understand where that comes from.

11 MR. HOGUE: I'm not sure where that comes  
12 from, but for the purpose of my question I'm  
13 representing to him that that is the area where  
14 Midcontinent has existing facilities.

15 MR. HARRINGTON: I guess my question is,  
16 is Missouri Valley going to ask the arbitrator to  
17 take notice of that as correct?

18 MR. HOGUE: I think -- I don't think that  
19 will be necessary.

20 MR. HARRINGTON: Because to the extent  
21 it's not correct, then I don't know that the  
22 question makes any sense.

23 MR. WARD: Well, we'll have to -- I mean,  
24 it's obviously not being offered as an exhibit.  
25 It's being used for purposes of illustrating a

1 question, but there will need to be a foundational  
2 tie-in at some point in order for us to know  
3 whether there is accuracy to that.

4 I believe I understand from previous  
5 documents that you filed that your argument is that  
6 they serve a very small seven-mile-square area and  
7 that the area that you're required to serve is much  
8 larger. I think if that's the argument that you're  
9 after, I understand the point. I'm not going to  
10 accept that exhibit or that -- not exhibit, but  
11 that chart at face value unless it's somehow -- you  
12 know, a foundation is laid for its accuracy.

13 MR. HOGUE: Understood. And, Your Honor,  
14 I don't know that this witness can lay the  
15 foundation for it, but what I'm seeking to ask the  
16 witness is whether or not Midcontinent serves all  
17 customers within their franchise, which I think he  
18 responded they do not unless there's -- so I don't  
19 know that I need to offer the accuracy of the  
20 purple area as representing Midcontinent's  
21 facilities at this point.

22 MR. WARD: Why don't you just ask him that  
23 question directly.

24 MR. HOGUE: Okay.

25 MR. WARD: Okay.

1           Q.     (MR. HOGUE CONTINUING)   As I understand  
2     your testimony, not only in this case, but in the  
3     previous case, Midcontinent will serve an area  
4     based on economics, whether there's sufficient  
5     numbers of requesting customers -- potential  
6     customers that would warrant and justify a build-  
7     out of facilities to that area within the city  
8     limits.  Is that true?

9           A.     It's true.  However, it is a requirement  
10    of our franchise that we serve all the customers in  
11    an area without discrimination.  So, again, if  
12    there is a customer or group of customers in some  
13    particular new development area and they wish to  
14    have service to that particular area, they would  
15    certainly contact us -- typically the developer of  
16    the area would contact us, and if they do not find  
17    relief there, they would take it to the city and we  
18    would likely be called on the carpet to provide  
19    just cause why we wouldn't build out to that area.

20           MR. WARD:  Mr. Hogue, how does this relate  
21    to the issues in this case?

22           MR. HOGUE:  I am cross-examining him  
23    concerning his testimony that's been admitted into  
24    evidence in this case, Your Honor.

25           MR. WARD:  Okay.

1 MR. HOGUE: I'm trying to understand it.

2 MR. WARD: Okay.

3 MR. HOGUE: And one of his primary  
4 statements is that they want to increase the  
5 quality of service that they deliver to their  
6 customers, and I don't have a clear idea who their  
7 customers are.

8 MR. WARD: Why don't we try to see if he  
9 knows who the customers are, and to the extent --  
10 what the extent of his knowledge is in that regard.  
11 If Midcontinent has another witness that can  
12 provide more information on that, or if you do,  
13 we'll get to that then with a witness who knows  
14 that area.

15 MR. HOGUE: Okay.

16 Q. (MR. HOGUE CONTINUING) Mr. Simmons, just  
17 so I'm clear -- clear on your previous testimony, I  
18 pointed to that area in 1 which is inside the city  
19 limits that might have a requesting company -- or  
20 might have one request from one customer, and as I  
21 understood your response, you may or may not serve  
22 that customer depending on the volume of other  
23 customers in the area that wanted your services --  
24 Midcontinent's services?

25 A. I'm not sure that's what I said. First of

1 all, Mr. Hogue, it's very difficult for me to look  
2 at one area and try to imagine who that customer  
3 might be in that area. For all I know, there are  
4 no customers in that area. I also don't know if  
5 the city boundaries that you showed me are newly  
6 annexed areas. I'm, frankly, not familiar with the  
7 city limits specifically within Williston.

8 I can only tell you that we respond to  
9 customer needs in certain areas, and most recently  
10 in Williston, "most recently" over the course of  
11 the last couple of years. Those responses have  
12 come mostly not from individual customers, but, in  
13 fact, from developers looking to move into an area  
14 or that have built into certain areas where we have  
15 received requests for our video and data services,  
16 extended our network to provide services in those  
17 areas, they asked us also for telephone service and  
18 we're not able to deliver them. That really has  
19 been the point of my customer service issues in my  
20 testimony.

21 Q. When was the last time you were in  
22 Williston?

23 A. Six months ago.

24 Q. And was it for Midcontinent business or  
25 other personal matters?

1           A.     It was for Midcontinent business.

2           Q.     You showed us a couple of charts that  
3 suggest that the amount of time to fix a dial tone  
4 takes longer in Williston than it does in other  
5 communities served by Midcontinent. Is that true?

6           A.     In North Dakota, that's correct.

7           Q.     Now, you've also provided us testimony  
8 that you regard Williston as a booming market, that  
9 the number of jobs there outpace the number of  
10 people that are there to work. Is that true?

11          A.     That's true.

12          Q.     Have you -- in preparing your testimony  
13 and your charts, have you compared what it might  
14 take for you or I to get in to see an  
15 ophthalmologist in Williston as compared to other  
16 communities?

17          A.     No.

18          Q.     Have you been able to compare the wait  
19 times at the gas stations or the banks in Williston  
20 compared to the wait times of gas stations and  
21 banks in other communities in North Dakota?

22          A.     No.

23          Q.     Would it surprise you to know that the  
24 people in Williston plan their day strategically  
25 when to get gas so that they avoid the lines at the

1 gas stations?

2 A. I guess it wouldn't surprise me.

3 Q. But you seem surprised yet or alarmed that  
4 there's a lag between the amount of time it takes  
5 to provide corrective action on a dial tone  
6 compared to other communities. Is that fair?

7 A. I don't think so. I don't think I'm  
8 surprised by that. I'm surprised that if there are  
9 too long of waits at gas stations, that perhaps we  
10 need more gas stations in Williston. What we're  
11 proposing is to provide another facilities-based  
12 telephone operation in Williston that will take  
13 some of the pressure off customers' demands.

14 Q. How many employees do you have in  
15 Williston?

16 A. I'm not sure.

17 Q. How many -- do you know how many splicers  
18 you have?

19 A. I don't.

20 Q. How many customer service reps?

21 A. Customer service reps are taken care of on  
22 our network.

23 Q. So they're not in Williston?

24 A. They're not in Williston.

25 Q. Have you -- do you have -- in your

1 capacity do you have any knowledge about trying to  
2 hire people in Williston, North Dakota, for your  
3 company?

4 A. Yes.

5 Q. And what types of people do you have  
6 knowledge about hiring in Williston?

7 A. Our technical team.

8 Q. But you don't know how many?

9 A. I don't know how many. I know about the  
10 issues that our HR department has gone through to  
11 find people and hire people and maintain people in  
12 Williston. I'm aware of that.

13 Q. We talked about Williston. Does  
14 Midcontinent agree to provide services in all of  
15 the cities in North Dakota where it receives a  
16 franchise from the municipal government?

17 A. Would you repeat that for me, please?

18 Q. When Midcontinent receives a franchise to  
19 serve a municipal community, does it agree to serve  
20 all customers throughout that community?

21 A. When we receive a franchise, do we agree  
22 to provide service throughout the community? Yes.

23 Q. I asked you about the previous case. Do  
24 you recall Commissioner Wefald being a member of  
25 the Commission in the preceding case?

1           A.     Yes.

2           Q.     Do you recall her dissent in which she  
3           advised Midcontinent that the Commission should be  
4           willing to terminate Missouri Valley's rural  
5           exemption if Midcontinent was willing to build out  
6           its network throughout the entire 393 square miles?

7                   MR. HARRINGTON:  Objection.  This is  
8           within the material that's been struck.

9                   MR. WARD:  I'm going to sustain the  
10          objection.  I don't think the issues are the same  
11          in this case as they were in the previous case.  
12          The previous case was about lifting the rural  
13          exemption.  Now we're talking about  
14          interconnection.  I think that the interconnection  
15          issue is one of competition as opposed to being  
16          able to provide service throughout the area.  So  
17          I'm going to sustain that objection.

18          Q.     (MR. HOGUE CONTINUING)  Would Midcontinent  
19          ever consider building out its network beyond the  
20          city limits of Williston?

21          A.     Well, ever is a very long time, and I  
22          think as development grows outside of the city  
23          limits of Williston, I think the answer would be  
24          yes.  We have, in fact, extended our networks well  
25          beyond city limits in a lot of our franchised

1 communities as growth and development have -- have  
2 migrated out from the communities that we serve.

3 Q. Is that extension of your facilities, is  
4 that driven by the amount of customer demand?

5 A. Generally, yes.

6 Q. You recognize that there is no law that  
7 compels Midcontinent to build out its network where  
8 Midcontinent doesn't want to take its network  
9 beyond the city limits?

10 MR. HARRINGTON: I've been letting this go  
11 for a while, but, again, I think this is outside  
12 the scope of this limited number of issues here,  
13 unless you can explain how Midcontinent's decision  
14 to serve one area or another relates to any of  
15 these specific issues.

16 MR. HOGUE: On page 4, 19 to 20, Mr.  
17 Simmons talks about this interconnection agreement  
18 being in the public interest and he cites these  
19 very economic issues, so I think I'm entitled to  
20 question about them.

21 MR. WARD: Go ahead.

22 THE WITNESS: Would you ask the question  
23 again, please?

24 MR. HOGUE: I think I've forgotten my  
25 question.

1 MR. WARD: We'll have Denise read it back.

2 (Pending question read as requested.)

3 THE WITNESS: I think the answer to that  
4 is yes. I don't know that anybody is compelled by  
5 any law forcing specific build-outs other than an  
6 agreement that we have like our franchise  
7 agreements where in a franchise agreement we are  
8 compelled to build out the community. But beyond  
9 that, no, there's nothing that would compel us to  
10 do that.

11 Q. (MR. HOGUE CONTINUING) Maybe this goes to  
12 Mr. Harrington's objection, but on pages 5 to 7 of  
13 your testimony, Mr. Simmons, you, yourself, discuss  
14 the perceived benefits of competition in particular  
15 in the Williston market. And I was wondering if  
16 you had an understanding before you filed your  
17 prefiled testimony that perceived benefits or  
18 detriments of competition have anything to do with  
19 this proceeding.

20 A. I guess I have been most concerned with  
21 the benefits attached to competition, specifically  
22 for the customers that we serve, the opportunity  
23 for customers to have choice. I think that's what  
24 a major part of the Telecom Act of 1996 was,  
25 frankly, all about, is to offer choice. That's

1       what the original concept behind the resale  
2       agreement concept was about, to give customers  
3       choice sooner rather than later.

4               As far as the detriments, I'm sensitive to  
5       those. You know, there are very few markets where  
6       Midcontinent, frankly, doesn't have competition.  
7       We have competition on the video side from DirectTV  
8       and the satellite companies every market we serve.  
9       Increasingly, we have competition in our markets  
10      from a number of rural telephone companies that  
11      have built out their networks. Some of them have  
12      moved out of their service area to become a service  
13      provider in some areas.

14             Q.     Mr. Simmons, I hate to interrupt you, but  
15      you discuss the virtues of competition, and I'm  
16      wondering, did you have an understanding before you  
17      submitted your testimony that the virtues of  
18      competition are somehow relevant in this  
19      proceeding?

20             A.     Yes.

21             MR. WARD: I think he's answered that. I  
22      think I understood his answer to be the  
23      Telecommunications Act encourages competition and I  
24      thought he answered that question.

25             Q.     (MR. HOGUE CONTINUING) You mentioned

1       these other markets where you have competition,  
2       Jamestown, Devils Lake. Is that what -- are those  
3       the communities that you're talking about?

4           A.     Jamestown is not our market. Devils Lake  
5       is.

6           Q.     Okay. Can you identify another market  
7       where the rural -- I assume the competition is from  
8       the local rural telephone company that's venturing  
9       into video. Is that what we're talking about?

10          A.     Yes.

11          Q.     Are you aware of another rural company  
12       other than Missouri Valley that does not receive  
13       high-cost loop support in North Dakota?

14          A.     That does not receive support in North  
15       Dakota? I'm really not.

16           MR. WARD: You'll have to explain to me  
17       what high-cost loop support is.

18           MR. HOGUE: It is -- if you would like me  
19       to explain it, I'll give you my --

20           MR. WARD: Or we can -- maybe a witness  
21       can fill it in later.

22           MR. HOGUE: Okay.

23           MR. WARD: It's some of those things that  
24       I definitely need help with.

25           MR. HARRINGTON: For the record, I believe

1 that there's a description of that in Mr. Duval's  
2 testimony.

3 Q. (MR. HOGUE CONTINUING) Mr. Simmons, I  
4 noticed on page 7, lines 11 to 15, you again are  
5 talking about competition and offer the idea that,  
6 after all, the other rural companies to date have  
7 not sought regulatory relief when Midcontinent  
8 decides to compete with them. Did I properly  
9 summarize your testimony?

10 A. Yes.

11 Q. Did you recall that Missouri Valley did  
12 apply for a suspension of its duties under 251 in  
13 the prior proceeding?

14 A. Yes.

15 Q. That would be regulatory relief from your  
16 attempts to compete with them, would it not?

17 A. I guess the intention of my testimony, my  
18 reference was all the other rural telephone  
19 companies that we compete with have not sought  
20 regulatory relief.

21 Q. But Missouri Valley has in the prior  
22 proceeding; would you agree with that?

23 A. Yes.

24 Q. What about North Dakota Telephone Network,  
25 didn't they assert the rural exemption against

1 Midcontinent?

2 A. Initially, I guess, when I talk about in  
3 this section regulatory relief, that's the type of  
4 relief that would be expressed by a rural telephone  
5 company looking for some way -- some regulatory  
6 assistance or some subsidy assistance because  
7 competing with us in some way has caused them to  
8 become distressed. That was my intent of this  
9 testimony.

10 Q. Okay.

11 A. I don't know that that circumstance has  
12 happened.

13 Q. And maybe what you're saying, you've not  
14 heard of a situation where a rural company says,  
15 you know what, this carrier of last resort is not  
16 for us anymore. We just want to compete directly  
17 with Midcontinent in a place like Williston or  
18 Devils Lake. Is that what you're talking about?

19 A. Yes.

20 Q. But you would agree that North Dakota  
21 Network has asserted the rural exemption against  
22 Midcontinent?

23 A. Their initial -- the initial plan, yes.

24 Q. What would happen if -- let's use Missouri  
25 Valley as an example or we could -- let's use them.



1 way beyond anything that's in this proceeding now.  
2 The carrier of last resort issues, these will you  
3 go out of business issues were all excluded by the  
4 motion to strike.

5 MR. HOGUE: Your Honor --

6 MR. WARD: Go ahead and answer the  
7 question.

8 MR. HOGUE: -- the witness has testified  
9 the interconnection agreement is in the public  
10 interest.

11 MR. WARD: I'm letting him answer the  
12 question. I'm overruling the objection.

13 THE WITNESS: Restate that for me, please.

14 MR. HOGUE: I think I forgot it again,  
15 sir.

16 (Pending question read as requested.)

17 THE WITNESS: Asked very specifically, I  
18 guess my answer would be yes with a however.  
19 Sometimes the difference between losing revenues  
20 and losing customers -- companies lose customers  
21 all the time and hopefully gain customers all the  
22 time. That's what competition is all about. I  
23 don't know that we can ever sit back and just  
24 assume that if there's any customer that we lose at  
25 any given point, all revenue is lost, because if we

1 all had that attitude, we'd all be losing.

2 I'm assuming that any company would always  
3 be in the business of looking for new and creative  
4 ways to take care of customers the best they  
5 possibly can and would be willing to compete heads  
6 up with competitors in order to gain the potential  
7 revenues for those customers. So I guess, Mr.  
8 Hogue, to answer your question very directly, from  
9 the loss of revenue standpoint, the answer would be  
10 yes.

11 Q. (MR. HOGUE CONTINUING) On page 14, lines  
12 1 to 12, you talk about what you perceive to be the  
13 reason that Congress authorized this resale  
14 arrangement, and I think what you said was it's  
15 always been a transitional way to compete until the  
16 competitive entrant could get enough customers to  
17 justify building out its own facilities. Is that a  
18 fair summary of your testimony?

19 A. Yes.

20 Q. Midcontinent has had its cable network in  
21 Williston for how long?

22 A. I don't know the exact date.

23 Q. In excess of 20 years?

24 A. I don't think so. Williston was a part of  
25 a roll-up that happened between TCI and

1 Midcontinent. I believe the proper number is more  
2 likely 12 years. Let's just say post-1996.

3 Q. But it seems like to me your facilities  
4 are already in place there and all you need at this  
5 point -- or all you're asking for is a physical  
6 interconnection with the incumbent, Missouri  
7 Valley, so that you can handle your own traffic and  
8 exchange it with their customers. Is that --

9 MR. HARRINGTON: Is there a question?

10 Sorry.

11 Q. (MR. HOGUE CONTINUING) Is that a fair  
12 summary?

13 A. Not completely. When you say that a cable  
14 system is in place, a cable system was originally  
15 designed for one-way communications. So when you  
16 say a cable system has been in place for a very  
17 long time, that's partially true, but that cable  
18 system had to have been rebuilt. That cable system  
19 would have had to be infused with fiber optics, it  
20 would have to be made a two-way network, and it  
21 would also have to be interconnected with  
22 something.

23 Several cable operations to this day and a  
24 lot of markets are not interconnected. Those are  
25 some of the smaller systems that have a limited

1 number of channels. That was the type of system  
2 that we inherited in Williston. We were the ones  
3 that interconnected those components in order to be  
4 able to provide advance services like Internet  
5 service, like telephone services, which were really  
6 not a part of an original cable television system.

7 So that, of course, comes with a  
8 tremendous amount of investment. You know, it's a  
9 hundred-million-dollar investment with a gigabit  
10 net that we have interconnecting our primary  
11 response throughout our network. That isn't the  
12 type of investment that you make overnight. Never  
13 mind the fact that it's taken a considerable amount  
14 of technological improvements since the Telecom Act  
15 of 1996 in order to get to the capacity where we  
16 could actually provide those services.

17 So I believe that in 1996 the concept of  
18 resale was a way for companies like us and a number  
19 of other companies referred to generally as CLECs  
20 to become competitive local exchange providers with  
21 the intent of being able to over time come up with  
22 the investment and the technology to be able to  
23 interconnect the networks to really provide a  
24 meaningful and competitive and reliable telephone  
25 service that, frankly, could compete with the

1 incumbents.

2 I know at the initial start of the resale  
3 concepts, we entered into those agreements shortly  
4 before 2000, late in 1999, I believe, and some of  
5 those early resale agreements were done so very  
6 reluctantly on the part of the telephone companies,  
7 as you might imagine, and it was their -- I think  
8 the early discussions that we had was how long are  
9 you going to have to be using our services? We  
10 would like to have you off our network as soon as  
11 possible. And in the most part we've migrated off  
12 of those networks as we built our facilities to be  
13 able to again provide the services on our system to  
14 our customers.

15 Q. When did you -- how old is your head end  
16 in Williston; do you know that?

17 A. I don't.

18 Q. And just so I'm clear, you're not the  
19 right person to ask about the geographical scope of  
20 your facilities in Williston? You couldn't go to  
21 that map and show us where you think your  
22 facilities are?

23 A. I could not.

24 Q. Would you agree with me that in terms of  
25 the public interest and the public benefit to this

1 perceived interconnection that the people that  
2 would benefit would be the areas where you,  
3 Midcontinent, have facilities?

4 A. The people who would benefit are our  
5 current and potential customers, yes.

6 Q. So the people who would not be able to  
7 benefit would be the 380-plus miles where you don't  
8 have facilities?

9 MR. HARRINGTON: Objection. First of all,  
10 this coverage map doesn't show that you cover 393  
11 square miles. There are lots of blank spaces where  
12 there's no service at all. Second, you've answered  
13 the question you asked previously already.

14 MR. WARD: On the basis of asked and  
15 answered, I'm going to sustain the objection. I  
16 get the point.

17 Q. (MR. HOGUE CONTINUING) Did you review  
18 your -- Midcontinent's discovery responses in this  
19 proceeding?

20 A. I did not.

21 Q. Are you generally aware of how many  
22 additional miles of fiber or other plant that  
23 Midcontinent has deployed in the City of Williston  
24 in the past, let's say, two years?

25 A. No.

1           Q.     You mentioned in your testimony one of  
2 these service offerings that you want to be able to  
3 provide that you can't provide under a resale  
4 arrangement is this caller ID on the television.

5           A.     Yes.

6           Q.     Do you know how much you charge for that  
7 service? Is that an a la carte offering?

8           A.     Caller ID?

9           Q.     Yeah, on the TV.

10          A.     No charge.

11          Q.     Are you aware that that is offered in  
12 Williston today by your competitor?

13          A.     Caller ID on TV is offered by our  
14 competitor.

15          Q.     DirectTV?

16          A.     It could be.

17          Q.     Mr. Simmons, do you get involved in the  
18 budgeting process at Midcontinent where  
19 Midcontinent engineers might sit down with fiscal  
20 folks and decide how much they're going to invest  
21 in Williston and how much they're going to invest  
22 in other communities?

23          A.     No.

24          Q.     Mr. Simmons, you quoted the mayor of the  
25 City of Williston, Mr. Ward -- E. Ward Koeser, and

1 according to your quotation, he says, "Our sewer,  
2 roads, law enforcement and housing are at capacity.  
3 We have to plan and work like crazy to catch up."  
4 Do you understand -- do you have an understanding  
5 of where most of the buried fiber and copper is  
6 placed inside the city limits?

7 A. No.

8 MR. HOGUE: That's all the questions I  
9 have.

10 MR. WARD: Before we get to redirect, I  
11 have some questions.

12 MR. HARRINGTON: Absolutely.

13 MR. WARD: And that way you can follow up  
14 on them, too, if you need to, Mr. Harrington.

15 With relation to the graph that's on page  
16 13 in your testimony, Mr. Simmons, there is a --  
17 that's the dial tone chart, and maybe I missed this  
18 somewhere, but what would be the causes of no dial  
19 tone? What does that signify in the phone  
20 business? Does it just mean there's a dead line,  
21 the phone is not working?

22 THE WITNESS: That's correct. No dial  
23 tone is -- could be many things, but that's  
24 usually -- when a customer will call us, that's the  
25 complaint, I picked up the phone and there's no

1 dial tone, in other words, my phone isn't working.  
2 Could be a number of problems associated with that,  
3 but the bottom line is that this customer has -- is  
4 paying for a phone line, it's not available to him.

5 MR. WARD: Okay. And these are -- the  
6 blue line represents the customers in Williston --

7 THE WITNESS: Yes.

8 MR. WARD: -- that you have received calls  
9 from? Does that indicate the number of calls you  
10 receive with that problem in any way on that graph?

11 THE WITNESS: No.

12 MR. WARD: It's just --

13 THE WITNESS: It just tells us the average  
14 amount of time -- of time between work order entry  
15 and a solution.

16 MR. WARD: And do you have any idea why  
17 there seems to be these huge hikes in September in  
18 the two years that this seems to show?

19 THE WITNESS: I'm going to guess that  
20 September might be a case of one customer who did  
21 not get a solution for many, many, many days.  
22 Again, this is the average number of days that one  
23 customer or a few customers who had some  
24 extraordinarily long waits, may have been enough to  
25 skew the graph.

1 MR. WARD: Am I correct in understanding  
2 that your service area in Williston where you have  
3 a sharing agreement with Missouri Valley is a  
4 fairly small area within the city limits?

5 THE WITNESS: Within the city limits.

6 MR. WARD: I suppose I shouldn't be  
7 flippant, but when I first saw your map on page 15,  
8 I thought it was like a London subway map.

9 THE WITNESS: I'll share that with our  
10 commercial artist.

11 MR. WARD: The chart on page 12 that talks  
12 about average install days, it looks to me that in  
13 your other service areas in North Dakota that runs  
14 from 8 to 12 days?

15 THE WITNESS: In the case of January,  
16 correct.

17 MR. WARD: Okay. And in the -- I guess  
18 I'm looking at the entire red line. Throughout the  
19 period of time represented it looks like the  
20 average install days is 8 to 12, but in Williston  
21 it's 12 to a little more than 14, just under 15?

22 THE WITNESS: Yes.

23 MR. WARD: Okay. And that's been fairly  
24 consistent throughout, that in Williston it's  
25 taking one or two days more than it takes in other

1 parts of North Dakota?

2 THE WITNESS: Correct.

3 MR. WARD: Okay. That's all the questions  
4 I have on the exhibits -- or on the graphs in the  
5 exhibit. You may go ahead.

6 MR. HARRINGTON: Thank you, Your Honor.

7 **REDIRECT EXAMINATION**

8 **BY MR. HARRINGTON:**

9 Q. Just a few questions for you on redirect,  
10 Mr. Simmons.

11 I'd like to start with the discussion of  
12 gas stations and lines at various places. When you  
13 go to a gas station to purchase gasoline or you go  
14 to the dry cleaner or make an appointment with the  
15 ophthalmologist, do you have any control over the  
16 resources allocated by the gas station owner or the  
17 ophthalmologist or the dry cleaner?

18 A. No.

19 Q. When Midcontinent provides service in a  
20 market, does Midcontinent have control over the  
21 resources allocated to installations and repairs?

22 A. We service.

23 Q. Services you provide over your own  
24 facilities?

25 A. Yes.

1           Q.     Does that make a difference in your  
2     ability to maintain the times you wish to have for  
3     installations and for repairs?

4           A.     Yes.

5           Q.     I'd like to talk a little bit about the  
6     question about high-cost loop support. Mr. Hogue  
7     asked you if you -- a question about whether you  
8     knew something and I'd ask you a broader question.  
9     Do you have any idea who receives or does not  
10    receive high-cost loop support in North Dakota?

11          A.     Do I know the specifics, no.

12          Q.     So you were not telling Mr. Hogue that you  
13    knew for sure that he was right, you just didn't  
14    know the answer?

15          A.     I do not know the answer.

16          Q.     I'd like to talk a little bit about the  
17    current build-out plans related to the questions  
18    Mr. Hogue asked about extensions of lines. Is  
19    Midcontinent continuing to build out facilities in  
20    the Williston area?

21          A.     Yes.

22          Q.     Are there places in Williston where  
23    Midcontinent has facilities that with  
24    interconnection it could use to provide telephone  
25    service where Missouri Valley does not?

1           A.    Yes.

2           Q.    Have you had any recent issues concerning  
3 questions of build-out in that area?

4           A.    We have.

5           Q.    Could you describe them?

6           A.    Well, we've had, frankly, a number of  
7 them. We've had developers contacting us, asking  
8 when we might be able to have all of our services  
9 available. We certainly can answer the questions  
10 as to when our data network and our television  
11 services will be available, but not telephone  
12 services. In fact, we have built out to certain  
13 areas where telephone services are not available  
14 and the waits are typically very long.

15                   We had one instance that I recall, a  
16 reference from our inside sales team. These are  
17 the people who take telephone orders for customers,  
18 and they asked us at one time if we would stop  
19 promoting or taking orders on phone services in  
20 Williston because they just were having problems  
21 with customers calling them and saying we're not  
22 installed, we can't wait that long, why can't you  
23 guys get out to provide these services. It became  
24 a frustration point for our inside customer service  
25 folks.

1           And that's really my concern with all of  
2 this. I see the results of the customer service  
3 activities and oftentimes receive direct  
4 correspondence from folks who are looking for  
5 services and don't have it, especially given the  
6 economic development. Given the need for housing  
7 in that particular area, we have been contacted by  
8 a few people who are looking at developing housing  
9 who want to have the components of voice, video and  
10 data all from one provider, and we're not able to  
11 supply that today.

12           Q.     Mr. Hogue asked you some questions  
13 concerning the possibility of a provider going out  
14 of business or provider seeking relief from the  
15 Commission. I'd like to turn to those for a  
16 moment.

17                     First, are you aware of any rural local  
18 exchange carrier with which Midcontinent is  
19 interconnected that is going out of business?

20           A.     No.

21           Q.     Are you aware of any such company that  
22 has, subsequent to the time Midcontinent has  
23 entered the market, sought to have a rate increase  
24 as a consequence of competition?

25           A.     I'm not aware.

1           Q.     And Mr. Hogue spoke about companies that  
2     have rural exemptions in place prior to the time of  
3     competition.  Are you aware of any rural local  
4     exchange carrier in North Dakota that, since  
5     Midcontinent has started to compete with it with  
6     facilities-based service, has asked for suspension  
7     or modification of its obligations from the North  
8     Dakota Public Service Commission?

9           A.     No.

10          Q.     Mr. Hogue also asked about the possibility  
11     of a company losing revenues and being unable to  
12     support its businesses.  And I'm going to ask a  
13     slightly different question which we will talk  
14     about a little more during the testimony of  
15     Missouri Valley witnesses, but if a company is  
16     falling short of its revenue projections, but its  
17     actual net revenues are increasing, is it likely  
18     that company is going to go out of business?

19          A.     I think highly unlikely.

20                   MR. HARRINGTON:  I have no further  
21     redirect.

22                   MR. WARD:  Recross?

23                   MR. HOGUE:  Just a few, Your Honor.  
24  
25

**REXCROSS-EXAMINATION**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

**BY MR. HOGUE:**

Q. Mr. Simmons, the arbitrator asked you about causes of loss of dial tone, and I assume we could agree that a major cause of lost dial tone are cable cuts from contractors?

A. Yes. I don't know if it's a major cause, but it certainly is a cause. If a cable is cut, you will have no dial tone.

Q. I would agree. Would it surprise you that there would be more cable cuts in a rapidly growing community like Williston than other communities in North Dakota?

A. I guess generally it wouldn't surprise me, although I don't know that I would have evidence to back that up in Williston since I would assume that our cables would be cut on a relatively often basis, as well, and I don't think that's the case.

Q. You don't think what's the case?

A. That our -- that cable cuts are an extraordinary problem for us in Williston.

Q. Do you know how much of your plant is aerial as compared to Missouri Valley's?

A. I don't. I don't, no.

Q. In terms of the length of disruption of

1 service, I assume you agree that one reason for  
2 disruption would be a storm or other weather event  
3 that prevents service technicians from repairing it  
4 as fast as they would like to?

5 A. Certainly.

6 Q. Concerning the chart that's on the easel  
7 there and the other one that relates to the loss of  
8 dial tone, did you bring the underlying data that  
9 supports those charts with you this week?

10 A. I don't have the underlying data. I would  
11 have to check with our folks to see if they do, but  
12 I don't have it with me.

13 Q. Would you be able to determine for us how  
14 many -- the arbitrator's question of how many  
15 calls, for example, we're talking about in each of  
16 those months where there's a loss of dial tone or  
17 there's a service order and then there's a delay in  
18 the number of requests? Would you be able to get  
19 those numbers?

20 A. I believe we could.

21 MR. HARRINGTON: I'd ask for some  
22 clarification here just to make sure I understand  
23 what you're asking. The number of calls lost to no  
24 dial tone, that seems like an uncalculable number  
25 since there's no dial tone.

1           MR. HOGUE: The number of complaints of no  
2 dial tone.

3           MR. HARRINGTON: Number of complaints.  
4 Okay. I just wanted to make sure we understood  
5 what your question was. I didn't think you meant  
6 what it sounded like.

7           MR. HOGUE: Sorry.

8           Q. (MR. HOGUE CONTINUING) That's something  
9 you think you might be able to get?

10          A. I believe so.

11          MR. HARRINGTON: Let's -- can we get --  
12 let's be precise so we understand. The number of  
13 complaints of no dial tone in a given month?

14          MR. HOGUE: Correct.

15          MR. WARD: I think, Mr. Harrington, what  
16 he was asking for is, and I'm interested in that to  
17 the extent it's relevant, the underlying data that  
18 was used to put together this chart as far as the  
19 waiting times for no dial tone.

20          MR. HARRINGTON: Okay.

21          MR. WARD: You know, I would be interested  
22 in knowing whether there's 20 calls in September or  
23 two -- or complaints.

24          MR. HARRINGTON: Right.

25          MR. WARD: Because obviously it can skew

1 the data.

2 MR. HARRINGTON: Understand.

3 MR. WARD: Okay. And, also, if there is  
4 some -- I recall an event in Williston that was an  
5 ice storm or something, and I don't remember when  
6 that was. One of these may coincide with that. As  
7 far as average install days, it would also be nice  
8 to know just, you know, what the data used as far  
9 as the number of customers we're talking about for  
10 those numbers, as well.

11 MR. HARRINGTON: That's fine. We just  
12 wanted to make sure we understood what you were  
13 looking for.

14 MR. WARD: You know, stipulation to the  
15 foundation was waived, so, you know, I'm accepting  
16 these things, but I would like to know that  
17 information.

18 MR. HARRINGTON: We're happy to provide  
19 it. We just want to make sure we provide what we  
20 need to provide.

21 MR. WARD: Any other recross? Does  
22 anybody need a break? Denise, five minutes? Let's  
23 take a five-minute break now, and if you've got any  
24 additional questions after that five-minute break  
25 for Mr. Simmons, we'll get to those and then we'll

1 get to your next witness right after that.

2 MR. HARRINGTON: Right. At the moment I  
3 plan to have one other question for Mr. Simmons.

4 MR. WARD: Okay. That's fine. We can  
5 bring that up, just so everybody can stretch their  
6 legs, use the restroom if they need.

7 (Recess taken.)

8 MR. WARD: We just took a little break,  
9 it's about 3:20, and we're going back to work now.  
10 We're going to finish up with Mr. Simmons.

11 Mr. Hogue, do you have any additional  
12 questions?

13 MR. HOGUE: I do, Your Honor.

14 Q. (MR. HOGUE CONTINUING) Mr. Simmons, I  
15 forgot to ask you, other than Missouri Valley, are  
16 there other communities in North Dakota where Midco  
17 competes and its competitor is not offering video  
18 services?

19 A. Any other community where we compete?  
20 When you say "compete" --

21 Q. With the rural companies. I'm not talking  
22 about Century.

23 A. Where we compete with rural companies?

24 Q. Correct.

25 A. In what product area?

1 Q. Voice, video and data.

2 A. Well, there's one community where we  
3 compete in data. There probably are several that  
4 we compete in data, but if you're looking for  
5 competition where we compete with them in video or  
6 compete with them in phone that is a rural market,  
7 most notably it probably would be Minot.

8 Q. I'm interested in knowing where you  
9 compete with a rural company both offering voice.

10 A. Oh, I'm sorry. In both offering voice.  
11 Competing in North Dakota markets where we offer  
12 voice. I had a listing, I believe, of that in my  
13 testimony. Where we provide -- you're saying rural  
14 telephone companies where we compete in services  
15 where we offer voice services in North Dakota.  
16 Devils Lake, Harvey, Carrington. In fact, that is  
17 a part of my testimony on page 4, line 6. It also  
18 there lists the name of the telephone companies  
19 where we compete.

20 Q. Okay. If we look at Devils Lake served by  
21 North Dakota Telephone, they offer video; correct?

22 A. They do.

23 Q. That's a rural company? You understand  
24 that they're a rural company?

25 A. Yes.

1 Q. How about Carrington served by DCTI?

2 A. Yes.

3 Q. They offer video?

4 A. Yes.

5 MR. HARRINGTON: I might save some time.  
6 I believe your original question, Mr. Hogue, is  
7 answered in the next question that's asked on that  
8 page.

9 MR. HOGUE: You're correct. Thank you.  
10 I'm not going to question you.

11 MR. HARRINGTON: I have just one question.

12 MR. WARD: Go ahead.

13 **REDIRECT EXAMINATION**

14 **BY MR. HARRINGTON:**

15 Q. Mr. Simmons, during the recross-  
16 examination Mr. Hogue asked you about -- questions  
17 on cables cuts causing loss of dial tone and  
18 whether there were more cable cuts in Williston,  
19 and what I would like to know is -- you'd indicated  
20 you didn't think Midcontinent had an extraordinary  
21 problem there. What I would like to know is, are  
22 you aware of any outages related to facilities  
23 problems in Williston in, say, the last year?

24 A. Frankly, I know of none.

25 MR. HARRINGTON: Nothing further.

1 MR. WARD: Any followup to that?

2 Okay. Let's call the next witness.

3 MR. HARRINGTON: Our next witness will be  
4 Timothy Gates.

5 MR. WARD: Mr. Gates, I'm required by law  
6 to advise you of the law regarding perjury in this  
7 state. Perjury is a false statement under oath of  
8 a material fact made by a person who knows or does  
9 not believe the statement to be true at the time it  
10 is made. Perjury is a Class C felony. A Class C  
11 felony is subject to a maximum penalty of five  
12 years imprisonment, a fine of \$5,000, or both may  
13 be imposed.

14 Having been advised of the penalty of  
15 perjury, please raise your right hand so the court  
16 reporter can administer the oath.

17 **TIMOTHY J. GATES,**

18 being first duly sworn, was examined and testified  
19 as follows:

20 **DIRECT EXAMINATION**

21 **BY MR. HARRINGTON:**

22 Q. Would you state your name for the record?

23 A. My name is Timothy J. Gates.

24 Q. Would you tell us who employs you and what  
25 your title is?

1           A.     I'm employed by QSI Consulting, Inc., and  
2 my title is senior vice president.

3           Q.     Did you cause to have filed prefiled  
4 direct testimony in this proceeding?

5           A.     Yes, I did.

6           Q.     I'm going to hand you a document.  Would  
7 you take a look at that and confirm that that is  
8 the testimony you caused to be prefiled?

9           A.     Yes, it is.

10          Q.     Do you have any corrections, modifications  
11 or additions to this testimony?

12          A.     I do have one correction.  On page 29, at  
13 line 12, towards the end of the line where it says  
14 Section 51.701(b), please strike parenthesis b  
15 closed parenthesis.  That's the only correction I  
16 have.

17          Q.     And I'm going to hand you back the  
18 testimony.  Will you confirm that I have correctly  
19 marked the change?

20          A.     Yes, you have.  Would you like me to  
21 initial that?

22          Q.     Would you, please?

23          A.     I've done it.

24          Q.     Would you like to summarize your  
25 testimony?

1           A.     Yes, I would.   Thank you.

2                     I'm here today to support the petition of  
3 Midcontinent for interconnection -- limited  
4 interconnection with Missouri Valley pursuant to  
5 Sections 251(a) and 251(b) of the Act.   The request  
6 is quite limited and more than reasonable and will  
7 result in significant benefits to consumers,  
8 especially at a time in Williston where Missouri  
9 Valley is struggling to meet demand to provide  
10 timely and quality services to those consumers.

11                    Missouri Valley proposes an exorbitant  
12 reciprocal compensation rate of more than three  
13 cents a minute, which is inconsistent with the Act  
14 and the FCC's rules and is anticompetitive and  
15 would ultimately harm consumers in Williston.

16                    Midcontinent, on the other hand, proposes  
17 bill-and-keep, which is consistent with the recent  
18 FCC orders and provides significant benefits in  
19 that it is efficient, administratively simple,  
20 consistent with the Act and the FCC's rules, it's  
21 very common around the country and in North Dakota  
22 and certainly imposes fewer regulatory burdens on  
23 all of the parties, including the Commission, and  
24 certainly reduces opportunities for rate arbitrage  
25 and competitive distortions, which the FCC has

1 specifically addressed in its recent orders.

2 Midcontinent has proposed a transition  
3 mechanism -- a financial transition mechanism,  
4 which I've never seen proposed by a company around  
5 the country, which is obviously more than  
6 reasonable to help with the transition to a  
7 facilities-based interconnection relationship.

8 And I point out in my testimony that  
9 Missouri Valley's proposals in this case really are  
10 completely inconsistent with the Act and the goals  
11 of the Act that Congress set forth, inconsistent  
12 with the FCC rules, and would ultimately be a  
13 barrier to entry and harm consumers in Williston.

14 So consumers in Williston today deserve a  
15 chance to exercise their choice of a competitive  
16 provider, and specifically those choices that  
17 Congress and the FCC has anticipated over the  
18 years, and now is the time to make those choices  
19 available, and I -- based on my review of the  
20 record in the case, certainly the Midcontinent  
21 proposal seems to accomplish those goals whereas  
22 Missouri Valley's does not. Thank you.

23 MR. HARRINGTON: I move the admission of  
24 Mr. Gates' testimony.

25 MR. WARD: Any objection?

1 MR. HOGUE: No.

2 MR. WARD: Exhibit 2 will be received.

3 Direct?

4 MR. HARRINGTON: We'll stand on the  
5 prefiled direct testimony.

6 MR. WARD: No further direct?

7 MR. HARRINGTON: No further direct.

8 MR. WARD: Cross. Mr. Hogue.

9 **CROSS-EXAMINATION**

10 **BY MR. HOGUE:**

11 Q. Mr. Gates, I believe we've met before in a  
12 number of proceedings, I think --

13 A. I think we have.

14 Q. -- level 3 and the previous case; is that  
15 true?

16 A. Yes.

17 Q. Did you take an opportunity to review your  
18 testimony in the previous Midcontinent/Missouri  
19 Valley case prior to today, prior to coming here?

20 A. Not specifically. I saw the testimony. I  
21 pulled out my binders. I didn't really go through  
22 it for purposes of this case, no.

23 Q. Is it a fair statement or fair summary of  
24 that previous testimony that back in 2008 and '9  
25 you thought it was in the public interest to have

1 the interconnection agreement executed between  
2 Missouri Valley and Midcontinent and that  
3 Midcontinent should have direct physical  
4 interconnection with Missouri Valley? Is that a  
5 fair summary of your testimony?

6 A. As I said, I didn't review it, but as I  
7 recall, that was certainly the petition, was for  
8 full facilities-based 251(c) interconnection,  
9 which, of course, is distinct from this petition.  
10 But, yes, I believe that would have been in the  
11 public interest and would have benefited consumers  
12 in North Dakota, yes.

13 Q. So your testimony in 2012 in that regard  
14 is similar and that you still believe it's in the  
15 public interest?

16 A. This proposed interconnection, which is  
17 different from the previous request, is in the  
18 public interest, yes.

19 Q. Well, you just said they're distinct and  
20 we're going to talk about that, but I just wanted  
21 to make sure that the arbitrator has a history that  
22 you thought it was in the public interest for a  
23 physical interconnection for the exchange of local  
24 traffic in 2009 and you continue to believe it's in  
25 the public interest today for that same physical

1 interconnection so that the two companies can  
2 exchange local traffic.

3 A. Yes, I continue to believe that physical  
4 interconnection is required for any competitive  
5 benefits to consumers in the state.

6 Q. On page 4, line 7 through 9, you talked  
7 about Midco's current request, and I want to make  
8 sure I understand your testimony and what the  
9 request is. You say that Midcontinent's current  
10 request is -- in the current case, in the case  
11 we're at today, is consistent with the 251  
12 declaratory ruling and the FCC's most recent USF  
13 Transformation Order. Do you see that?

14 A. Yes, I do.

15 Q. Do you still have that opinion today?

16 A. Is this still my testimony today?

17 Q. Mm-hmm.

18 A. Yes, it is.

19 Q. Prior to submitting your testimony, I  
20 assume that you reviewed the correspondence leading  
21 up to the petition for arbitration, the  
22 correspondence from Midcontinent to Missouri Valley  
23 and the correspondence back from Missouri Valley to  
24 Midcontinent?

25 A. No. As I recall, there has been extensive

1 correspondence between the parties, and I'm sure I  
2 have not reviewed all of that correspondence.

3 Q. Well, let me ask you then, why do you  
4 believe that a facilities -- a request for a  
5 facilities-based interconnection for the exchange  
6 of local traffic is a 251(a) request?

7 MR. HARRINGTON: Objection. A, calls for  
8 a legal conclusion; B, that's already been decided  
9 by the Commission in the motion that Missouri  
10 Valley made earlier in this proceeding.

11 MR. HOGUE: Well, I'm trying to understand  
12 his testimony on page 4 where he says it is  
13 consistent then. It would help me to know that.

14 MR. WARD: Given this witness's expertise,  
15 I'm going to let him answer the question.

16 THE WITNESS: Thank you. I think your  
17 question either -- one of two things. One, you  
18 misunderstand the statement in my testimony or,  
19 two, you're just misreading it, but in the first  
20 sentence there it says, "Midcontinent is requesting  
21 limited facilities-based interconnection in  
22 Williston pursuant to Sections 251(a) and (b) of  
23 the Act." When I refer to the FCC Section 251(a)  
24 declaratory ruling, that's just the way I referred  
25 to that FCC order which deals not just with Section

1 251(a), but also with Section 251(b)  
2 interconnection requirements. And I cite to those  
3 repeatedly throughout my testimony. So I think  
4 it's incorrect -- or the premise is incorrect to  
5 suggest that I'm saying that Midcontinent is  
6 seeking Section 251(a) interconnection. That's not  
7 my testimony.

8 Q. (MR. HOGUE CONTINUING) What is it, that  
9 they're seeking 251(a) and 251(b)?

10 A. Yes.

11 Q. Okay.

12 A. And all of the relevant interconnection  
13 responsibilities associated with each of those.

14 Q. So I understand your testimony, it is that  
15 the request to meet Missouri Valley at a convenient  
16 place of Missouri Valley's choosing or through the  
17 arbitration process is not a 251(c) request?

18 A. Well, to the extent that requires a legal  
19 conclusion, I'm not making a legal conclusion, but  
20 I think a reading of the rules clearly show that  
21 Midcontinent is not seeking unbundling,  
22 Midcontinent is not seeking good-faith  
23 negotiations, Midcontinent is not seeking TELRIC  
24 pricing, although reciprocal compensation must be  
25 cost-based. Midcontinent is also not seeking to

1 force interconnection at any technically feasible  
2 point which is allowed under Section 251(c). So,  
3 yes, this is a very limited request for a physical  
4 interconnection that does not include the 251(c)  
5 obligations identified in the act and the FCC's  
6 rules.

7 Q. And that was my question, because in order  
8 to understand your testimony, I need to understand  
9 that, so when Midcontinent makes a request and  
10 demands that there be physical interconnection at  
11 any technical feasible point, you would regard that  
12 as a 251(c) request?

13 A. No. I think you might be parsing words.  
14 They didn't ask for it at any technically feasible  
15 point.

16 Q. Correct.

17 A. And that in and of itself probably  
18 wouldn't be sufficient to -- from my mind as a  
19 layperson, to qualify a request as a 251(c)  
20 request. I mean, there are many things associated  
21 with 251(c), not just at any technically feasible  
22 point on the network. There's also good-faith  
23 negotiation, there's unbundling, there's TELRIC  
24 pricing, there's all those on itself issues, the  
25 collocation, et cetera.

1           So I would not -- first, I wouldn't make a  
2 legal distinction. Second, I wouldn't make it  
3 based on just one aspect of Section 251(c). I do  
4 lay out in my testimony at page 9 the specific  
5 obligations that Midcontinent is proposing with  
6 respect to 251(a) and (b).

7           Q. Typically, Mr. Gates, when you get  
8 involved in cases of this nature, do you get  
9 involved in drafting any of the correspondence  
10 requesting interconnection from the CLEC to the  
11 incumbent?

12          A. Could you ask that one more time, please?

13          Q. Well, you understand how the process is  
14 initiated, there has to be a bona fide request,  
15 correct, to initiate arbitration under the Act?

16          A. Yes. I guess we're talking generally  
17 here.

18          Q. Right. That's all I'm asking.

19          A. Okay.

20          Q. My question is, do you, Mr. Gates -- as a  
21 consultant, do you generally get involved in  
22 drafting or suggesting language to request an  
23 interconnection to the ILEC?

24          A. Generally, no, because those are usually  
25 legal pleadings that go between the lawyers of the

1 two firms referring to the various aspects of the  
2 Act and what is required. Sometimes I help clients  
3 with interpreting a response if it deals with  
4 technical issues about the physical  
5 interconnection, certainly costs with respect to,  
6 for instance, unbundled network elements or  
7 interconnection facilities, collocation, I do get  
8 involved then when we get into the specifics. But  
9 as far as the initial request for interconnection  
10 referring to some aspect of the Act, no, usually  
11 not.

12 Q. Well, do you understand that in both the  
13 2008 case and in this case the objective that what  
14 Midcontinent wants is a direct physical connection  
15 so that they can exchange local traffic?

16 MR. HARRINGTON: I'm going to have to ask  
17 what the relevance of this is in the context of the  
18 issues that we have before us. We've let this go  
19 on for a while, but I just don't have any idea how  
20 this connects to any of the specific issues in this  
21 proceeding.

22 MR. WARD: I'm having a hard time  
23 following it, too.

24 MR. HOGUE: Well, Mr. Gates has testified,  
25 I believe, for the first 24 pages about his

1 understanding of relevant FCC orders, FCC  
2 regulations, and I'm trying to understand what he  
3 means, and I understand he's a layperson, but his  
4 testimony is now in evidence and I think I'm  
5 entitled to cross-examine him about statements that  
6 he made that are in evidence.

7 MR. WARD: I'm not having a problem with  
8 that, but I'm having a problem with the question  
9 you asked related back to the previous proceeding  
10 in 2008 as well as the current proceeding. And,  
11 again, we're talking about two different issues,  
12 really apples and oranges. We need to focus on the  
13 issues that are here today.

14 Q. (MR. HOGUE CONTINUING) Mr. Gates, is it  
15 your understanding that what Midcontinent would  
16 like from Missouri Valley from this proceeding is  
17 an interconnection agreement that would require the  
18 two companies to be directly physically linked so  
19 that Missouri -- or Midcontinent's customers and  
20 Missouri Valley's customers in the Williston  
21 exchange could talk to one another without there  
22 being a resale arrangement?

23 A. There are just a lot of assumptions in  
24 there, but I don't think this is an issue in  
25 dispute, because in my testimony at page 24, I

1 point out that Missouri Valley has recommended an  
2 interconnection point at the Williston central  
3 office and Midcontinent has accepted that. So  
4 regardless of what Midcontinent wanted, the parties  
5 have agreed to interconnect physically at the  
6 Williston central office, so I don't think it's a  
7 dispute. I think the answer to your question is,  
8 yes, that is what was requested.

9 Q. And that is what they want? At the end of  
10 this whole process, that's what they want --  
11 Midcontinent?

12 A. Yes, that and much, much more obviously.

13 MR. WARD: I guess that's where I was  
14 straining earlier, Mr. Hogue, is your client has  
15 agreed to interconnection at the facility, so I'm  
16 not sure why all this background questioning on  
17 whether or not interconnection is in the public  
18 interest and all that kind of stuff. It seems to  
19 me that interconnection is going to happen. The  
20 question that we have to deal with is when and how  
21 and what's the cost of reciprocal compensation.

22 MR. HOGUE: I understand. Missouri Valley  
23 does not think it has an obligation and it  
24 respectfully disagrees with the Commission's  
25 ruling, and I understand this arbitration is for

1 factual issues and not legal issues, but to the  
2 extent that a request for a stay depends on the  
3 likelihood of success on the merits, Missouri  
4 Valley believes it has to demonstrate and show the  
5 arbitrator what Missouri Valley has argued to the  
6 Commission, which is in effect that we have the  
7 251(c) request masquerading as a 251(a) request,  
8 and calling it a 251(a) request doesn't make it a  
9 251(a) request. So it becomes relevant to the  
10 issue of the stay.

11 MR. WARD: Well, I will respond to that  
12 by -- and hopefully speed up the process here by  
13 saying that I have reviewed the Public Service  
14 Commission's order and I have also reviewed the FCC  
15 declaratory order and I am in agreement with both  
16 that this is a request for a 251(a) and 251(b)  
17 interconnection and not 251(c) and it is not an  
18 issue of removing the local exemption from Missouri  
19 Valley.

20 So I provided a listing of what I think  
21 the remaining issues are in light of the agreement  
22 between the parties, the order of the PSC and the  
23 FCC declaratory order, which in 2011, I think,  
24 clarified the responsibilities of local companies  
25 with respect to 251(a) and (b), and so I'm really

1       wanting to take the time we've set aside for this  
2       proceeding to find out all of the mechanics of the  
3       timing of how it can be done, when it can be done  
4       and what it's going to cost. And so far we've been  
5       here for several -- almost two hours today and we  
6       haven't really gotten to the nub of those issues  
7       and that's where I think we need to focus.

8               And now we've got an expert witness here  
9       who I think can help us with some of those issues,  
10      and so I would suggest that you focus your  
11      questioning on those issues, the cost issues, how  
12      it can be resolved, what are the -- how do we  
13      resolve impasses during the interconnection  
14      process, what it's going to take to disconnect  
15      customers and reconnect them and those kinds of  
16      things, because I do believe -- and you certainly  
17      have the right to appeal that decision or take it  
18      to federal court, but I do believe that  
19      interconnection is -- you know, it's just a  
20      question of time, but it's going to happen here,  
21      and so we need to address how best that it can be  
22      done.

23              So I would be doing you a disservice if I  
24      let you go on down this road because I think that  
25      question in my mind is resolved, and so I want to

1 get the questions of how do we effect  
2 interconnection, how are we going to do it. That's  
3 where I would like to focus.

4 MR. HOGUE: Okay.

5 MR. WARD: And I think that this witness,  
6 from what I understand from the direct testimony  
7 that I've already read, can help us in some  
8 respects with the bill-and-keep method versus the  
9 other cost method, whether we should transition  
10 into bill-and-keep and have some kind of an  
11 adjusted rate during an interim. I think we should  
12 be focusing our attention on those issues at this  
13 time.

14 MR. HOGUE: We can do that, Your Honor.

15 MR. WARD: You certainly have the right to  
16 appeal or, you know, take it to the PSC after I  
17 make my recommendation, but I think that they've  
18 given you a pretty strong indication that they're  
19 in agreement on that issue, as well. And since  
20 that time we've also got the, what I perceive to  
21 be, agreement on several issues to interconnection.

22 There's a legal question about the stay.  
23 I'm going to want to see that in the briefing,  
24 because I'm going to need to make a recommendation  
25 as to whether or not the PSC should issue a stay or

1       whether interconnection should go ahead 60 days  
2       from their order.

3               And I'll tell you that I'm inclined to  
4       agree that interconnection should proceed, and if  
5       there's going to be an appeal or a federal court  
6       case, that the stay should probably be requested  
7       either directly from the PSC or from that federal  
8       court.

9               I read the FCC declaratory order as pretty  
10       strongly saying that in this particular context  
11       interconnection is required, and I think the court  
12       is probably going to agree with that, as well.

13              So, again, I mean, I think you want to  
14       focus on the cost issues, because I do expect that  
15       the PSC will certainly have concerns about the cost  
16       issues as to what is a fair price for  
17       interconnection in this particular case.

18              MR. HOGUE: We are prepared to focus on  
19       those issues. However, I'm not prepared to focus  
20       on them in cross-examination of this witness. Mr.  
21       Kilgore is going to respond to those issues.

22              MR. WARD: Okay. All right. Well, then  
23       let's go ahead with your cross. How much cross do  
24       you think you have, just a rough estimate of time?

25              MR. HOGUE: Well, all of a sudden there's

1 a hole in it now, but --

2 MR. WARD: That's what I'm trying to  
3 accomplish.

4 MR. HOGUE: A half-hour.

5 MR. WARD: Okay. And, again, Mr.  
6 Harrington, if you want to make the objections,  
7 we'll kind of play it as it goes, but I do believe  
8 that -- I think I've made myself clear that I think  
9 there is an agreement for interconnection. I want  
10 to know an effective date of that interconnection,  
11 I want to know if ISP traffic is included as local  
12 traffic. If not, why not. I want to understand  
13 why there would be an impasse as far as problems  
14 with interconnection, what the practical  
15 considerations are.

16 You know, I've tried to lay out those  
17 issues in advance of today and I really want --  
18 those are the questions I need answered in my mind.  
19 I'm not a telephone guy. I can read a  
20 telecommunications act, but a lot of the  
21 mechanical -- you know, when you talk about, you  
22 know, some of the phrases used in there like  
23 bill-and-keep, I can read up on those, the  
24 different compensation schemes, but I really feel  
25 like in this hearing we should be focusing on that

1 as much as possible.

2 And I think it's unfortunate for your  
3 client possibly, but I really believe that between  
4 2008 and now the FCC has clarified the landscape on  
5 the issue of 251(a) and 251(b) with respect to, you  
6 know, the rural exemption. The rural exemption is  
7 not a place that's going to protect you from 251(a)  
8 and (b) interconnection. And I had the impression  
9 from the documents that were exchanged in advance  
10 of this hearing that your client had agreed to that  
11 interconnection subject to their right to appeal.  
12 But, you know, again, I want to focus on the  
13 mechanics of interconnection and cost.

14 MR. HOGUE: Thank you. I think that's  
15 understood, Your Honor, but I just wanted you to  
16 understand that since one of the issues of this  
17 arbitration is whether there should be a stay and  
18 whether you grant a stay or whether the Commission  
19 grants a stay is dependent on the element of the  
20 likelihood of success on the merits. That's one of  
21 the things that we're supposed to consider when we  
22 grant a stay or not. And so because that was  
23 relevant, Missouri Valley felt compelled to offer  
24 some evidence that we think -- and I know where the  
25 arbitrator is at and I know the written decision of

1 the Commission, but Missouri Valley thinks,  
2 respectfully, that they're mistaken as to the law  
3 and so we felt compelled to offer some evidence in  
4 that regard. And given that Mr. Gates has  
5 testified to that for almost 24 pages, we thought  
6 it was only fair that we respond to that, and so I  
7 understand you want to move on to the factual  
8 issues of the proposed interconnection agreement,  
9 and so we'll do that, but I at least want you to  
10 know why we're focusing on that.

11 MR. WARD: I understand.

12 MR. HARRINGTON: We have nothing to add at  
13 this point, Your Honor.

14 MR. WARD: Let's move along.

15 Q. (MR. HOGUE CONTINUING) Mr. Gates, would  
16 you agree that if Midcontinent is forced to  
17 interconnect -- physically interconnect with -- or  
18 Missouri Valley is forced to interconnect with  
19 Midcontinent, that it will lose -- at least in the  
20 short term it will lose that resale revenue from  
21 Midcontinent?

22 A. So when they move to a facilities-based  
23 interconnection, that customer which was a resold  
24 customer now will become a facilities-based  
25 customer so some of those revenues -- the resale

1 revenues will be lost; is that what you're saying?

2 Q. When the customers are transitioned from  
3 Missouri Valley to Midcontinent, Missouri Valley  
4 will not be entitled to collect that resale revenue  
5 for that customer from Midcontinent?

6 A. Well, Midcontinent has proposed to pay  
7 Missouri Valley a transitional financial payment  
8 for lost switched access charges, which obviously  
9 -- well, that is part of the revenues from resale.

10 Q. I'm talking about the local customer  
11 revenue. We're going to talk about access revenue,  
12 but the local customer piece that Midcontinent pays  
13 directly to Missouri Valley. They're going to lose  
14 that; correct?

15 A. They would not receive the resale  
16 revenues. They would also save the costs  
17 associated with that customer.

18 Q. Mr. Gates, I think you could help move  
19 this process along. I'm asking you to make some  
20 pretty minor concessions here. If you would just  
21 answer the questions, I think that would be  
22 helpful. Okay?

23 A. They will lose some revenues. They will  
24 save some costs.

25 Q. Do you agree that commercial lenders look

1 to company revenues when deciding whether to borrow  
2 them money to build out networks?

3 A. Can you tell me where I address that in my  
4 testimony?

5 Q. I'm asking you if you agree with that or  
6 not.

7 A. What was the question again?

8 Q. Do you agree that commercial lenders look  
9 to the revenue of a prospective borrower in making  
10 a decision whether or not to borrow that customer  
11 money?

12 MR. HARRINGTON: Not that I want to belie  
13 my witness, but I think this is outside the scope  
14 of his testimony.

15 MR. WARD: You can answer the question, if  
16 you know.

17 THE WITNESS: I've never been a commercial  
18 lender. It's not my area of expertise. I do know  
19 they won't look just at revenues. It's much more  
20 than just revenues that determine the financial  
21 viability of an opportunity for which moneys are  
22 loaned.

23 Q. (MR. HOGUE CONTINUING) Mr. Gates, you say  
24 that you have never seen a company offer  
25 transitional -- this so-called transitional revenue

1 before.

2 A. Never. Never.

3 Q. Have you done any calculations to figure  
4 out how much Midcontinent is actually offering to  
5 Missouri Valley?

6 A. I think it's somewhere between 60 and 80  
7 thousand dollars. I'm not certain. I've heard  
8 those numbers. I didn't do the calculations  
9 personally.

10 Q. So that's just a number that you've heard  
11 bandied about among the Midcontinent people?

12 A. Yes. Yes.

13 Q. You understand that the loss -- the local  
14 piece that's coming from Midcontinent is the  
15 biggest piece of the lost revenue that will result  
16 from an interconnection agreement, don't you?

17 A. I just disagree with the premise. There's  
18 never been a decision that said we're not going to  
19 have competition because someone is going to lose  
20 some revenue. Midcontinent is going to lose  
21 revenue, Missouri Valley is going to lose revenue  
22 as customers go back and forth.

23 Yes, of course, initially as you move from  
24 resale to facilities-based, there will be some  
25 loss, but given the FCC's access recovery mechanism

1 plus Midcontinent's proposed transitional  
2 mechanism, you will be more than kept whole,  
3 especially for the first year of this process.

4 Q. I'm not asking about access revenues, Mr.  
5 Gates. I'm talking about the local piece that  
6 Midcontinent pays to Missouri Valley under the  
7 resale agreement.

8 A. That 16 or \$17 per customer.

9 Q. Do you at least agree, or could you just  
10 concede to move things along, that that is the  
11 largest piece of the lost revenue that will occur  
12 immediately after the interconnection agreement?

13 A. It will be lost revenues. I wish it would  
14 occur sooner. It's taking far too long given  
15 Missouri Valley's proposal, 18 months or longer.  
16 Could occur much, much quicker. But, of course,  
17 those are some lost revenues. There will be gains  
18 and losses, saved costs, protected revenues on the  
19 basis of the FCC's proposal that will keep Missouri  
20 Valley from feeling the pinch of reduced  
21 intercarrier compensation.

22 But I've never heard anybody say in a  
23 competition case that, oh, we can't have  
24 competition because I'm going to lose some  
25 customers and some money. That's not what this is

1 about. This is about consumers exercising a choice  
2 and that choice forcing the providers to be more  
3 efficient and more responsive. It's not about the  
4 companies. It's about consumers and competitive  
5 benefits.

6 Q. I'm pretty sure the arbitrator and the  
7 Commission is going to decide what the case is  
8 about, but I'm just asking you to acknowledge that  
9 the greatest component of what revenues will be  
10 lost as a consequence of the interconnection  
11 agreement that is proposed by Midcontinent will be  
12 the local piece for the resold customers.

13 MR. HARRINGTON: Asked and answered. He  
14 answered at the very beginning before.

15 MR. HOGUE: I didn't hear an answer. I  
16 heard a lot of stuff, but I didn't hear an answer.

17 MR. HARRINGTON: I think you might  
18 discover if it were read back that the answer was  
19 the first word.

20 MR. HOGUE: Well, that raises another  
21 point. I am asking questions that call for one- or  
22 two-word responses, but I'm not getting them.

23 MR. WARD: Yeah, Mr. Gates, please try to  
24 confine your answer to the question. I know you're  
25 an expert witness and I know you have a lot of

1 knowledge in this area, but it will speed things up  
2 if you just -- to the extent you can just answer  
3 the question, answer the question.

4 THE WITNESS: Yes.

5 Q. (MR. HOGUE CONTINUING) If we go to page  
6 36 of your testimony, you talk about the comparable  
7 recip comp rates. And I know you think Missouri  
8 Valley is charging -- or proposing an exorbitant  
9 rate. I get that. Okay?

10 A. Okay.

11 Q. That's understood. But when I look  
12 through your list, I wasn't seeing any rural  
13 companies, and I was wondering if that Embarq -- is  
14 that a rural company down in Florida?

15 A. It depends on the serving territory for  
16 Embarq. Most of them are rural. Not all of them  
17 are rural.

18 Q. Other than Embarq, none of these companies  
19 meet the definition of a rural company under the  
20 Act, do they?

21 A. I don't believe they do. That's what I  
22 provide on pages 39 -- or, excuse me, 38 and 39.

23 Q. Mr. Gates, could you just answer the  
24 questions posed? You will have plenty of  
25 opportunity on redirect to give as much information

1 as your heart desires. But I would like you to  
2 respond to my questions, please. Okay?

3 A. I'll respond to them as best I understand  
4 them.

5 Q. Okay. On page 36 of your testimony you  
6 have a list of companies that you describe and  
7 identify their composite recip comp rates. My  
8 question is, other than possibly Embarq, none of  
9 these other companies would meet the definition of  
10 a rural company under the 1996 Telecommunications  
11 Act; is that correct?

12 A. I don't know.

13 Q. You don't know whether AT&T is a rural  
14 company?

15 A. I have not gone through this list and done  
16 that evaluation for each one of these. As you  
17 know, CenturyLink has exchanges that are sometimes  
18 rural, sometimes urban.

19 Q. Have you done any cost studies on North  
20 Dakota rural companies to figure out what their  
21 networks cost?

22 A. Did you say rural?

23 Q. Rural North Dakota companies, yeah.

24 A. No. I have been involved in a Qwest cost  
25 case in North Dakota years ago, but not in any

1 rural cost cases. I'm not aware of any rural  
2 telephone cost cases.

3 Q. I didn't say cost cases. Cost studies.

4 A. Oh, I'm sorry.

5 Q. Cost studies.

6 A. No, I have not.

7 Q. Now, you appear to support Mr. Simmons'  
8 testimony or his idea that Williston is an area  
9 where there's a booming economy. Do you agree with  
10 that?

11 A. Yes.

12 Q. Have you done any -- any research or  
13 looked at -- again, I'm talking about the rural  
14 companies in North Dakota -- what their biggest  
15 operational cost is?

16 A. No.

17 Q. Do you think it could be labor?

18 A. I don't know.

19 Q. Would it surprise you to learn that labor  
20 for rural telephone companies is a significant part  
21 of their operational expenses?

22 A. I wouldn't have anything to base that on.  
23 I think that would vary pretty dramatically among  
24 companies. I think that's certainly possible with  
25 certain companies, but I don't know.

1           Q.     Would it surprise you, I guess, to know  
2     that if Williston is in an economic environment  
3     where there are more jobs than people to fill those  
4     jobs, that wages in that environment will be going  
5     up?

6           A.     Are we talking just generally?

7           Q.     Yes.

8           A.     I suppose that might be true.

9           Q.     Would there be any reason to suggest that  
10    telecommunications companies' employees would not  
11    have the same wage pressure as other employers in  
12    the area?

13          A.     Again, I'm not sure. I guess that would  
14    not surprise me.

15          Q.     Have you been involved in trying to hire  
16    or retain central office technicians, customer  
17    service reps, any of those folks, in northwest  
18    North Dakota?

19          A.     No.

20          Q.     Are you aware of wage differences for  
21    splicers or technicians or central office people  
22    between Williston and, say, Fargo?

23          A.     No.

24          Q.     Williston and any other community in North  
25    Dakota?

1 A. No.

2 Q. You're aware that Missouri Valley and  
3 Verizon have a reciprocal compensation arrangement?

4 A. Verizon Wireless, yes.

5 Q. And you're aware that that rate is the  
6 same rate that Missouri Valley is proposing between  
7 Midcontinent and Missouri Valley?

8 A. Yes, I'm aware.

9 Q. And you would agree that Verizon and  
10 Missouri Valley are not affiliates?

11 A. I don't know. I don't think so.

12 Q. Do you have any reason to believe that  
13 that arrangement was not an arm's-length  
14 transaction?

15 A. I don't know.

16 Q. Are you aware that the Public Service  
17 Commission, this Commission, has authority to  
18 approve rates for reciprocal compensation?

19 A. Well, there are different ways to approve  
20 rates, but, yes, of course, they have that  
21 authority to approve interconnection agreements and  
22 the rates that might be within them.

23 Q. The rates within the agreements?

24 A. Yes.

25 Q. Okay. And they -- do you understand they

1 have a statutory duty to approve rates that are  
2 just and reasonable and not exorbitant, as you  
3 describe it?

4 A. I don't know the statutory duty, but the  
5 rate is exorbitant and anticompetitive and will  
6 harm consumers.

7 Q. Well, I know that's your opinion, Mr.  
8 Gates.

9 A. Well, I think it's -- that's what the FCC  
10 says, and I agree.

11 Q. Well, would you agree that the North  
12 Dakota Public Service Commission has no authority  
13 to approve rates that it finds exorbitant?

14 A. I don't think they would. I think the  
15 important point, Mr. Hogue, is that that three-cent  
16 rate with Verizon Wireless is going to zero in July  
17 of this year, so to the extent the Commission wants  
18 to continue to support that rate, I support that,  
19 as well. I believe bill-and-keep is the right  
20 rate.

21 Q. Well, that rate is going that way because  
22 of FCC order; correct?

23 A. Yes.

24 Q. Not because the FCC came out to North  
25 Dakota and looked at Missouri Valley's costs of

1 keeping its network up, that's not the reason it's  
2 going to zero; right?

3 A. It's going to zero because the FCC found  
4 that the cost --

5 Q. Because the FCC --

6 A. If I may finish. No. Because the FCC  
7 found that the cost of transport and termination  
8 are very nearly zero, and that's in my testimony.

9 Q. I saw that in your testimony and we're  
10 going to get to that.

11 A. Okay.

12 Q. But I'm trying to establish that the  
13 reason the rates are going to zero in July is  
14 because of administrative fiat, a rule that's been  
15 issued; right?

16 A. Well, I hesitate to answer that sort of  
17 statement. That they're going to zero because of  
18 the FCC's experience over the last 15 years with  
19 rate arbitrage, traffic stimulation, traffic  
20 pumping, all associated with rates that are in  
21 excess of incremental costs. And with respect to  
22 CMRS providers, wireless companies, they've said  
23 those rates are going to zero immediately. And to  
24 the extent there's an effect, it's mitigated by the  
25 access recovery charge mechanism, specifically

1 aimed at rural companies like Missouri Valley to  
2 assist in this transition to bill-and-keep over  
3 time.

4 Q. I wonder if you could look at that map.  
5 And I'll take down my chart. I don't think you'll  
6 have to leave your --

7 A. Okay. I don't mind standing up, Mr.  
8 Hogue, if you want to point at something.

9 Q. Well, I'm trying to --

10 MR. WARD: Gentlemen, use the microphones,  
11 though.

12 MR. HOGUE: Yeah.

13 MR. WARD: I'm sure there's a wide  
14 following on the Internet of this hearing.

15 MR. HARRINGTON: Is that one operating?

16 THE WITNESS: Test. Yes, it works.

17 MR. WARD: Like a U2 concert or something.

18 Q. (MR. HOGUE CONTINUING) Well, let's talk  
19 about that incremental costs that you -- I guess  
20 you agree with the FCC that the incremental costs  
21 of terminating traffic are next to nothing.

22 Correct?

23 A. Well, that's a good point. I don't know  
24 if it matters if I agree. That's what they found.  
25 I think there are some minor costs of terminating

1 traffic, but certainly three cents is far in excess  
2 of that cost.

3 Q. Well, let's just talk about the Williston  
4 exchange and the Williston business climate,  
5 environment, and if Missouri Valley has -- I don't  
6 know -- let's say, 50, a hundred requests to build  
7 out new facilities, and we're talking several  
8 hundred miles of additional plant cost, and it's  
9 because of this exponential growth that you and Mr.  
10 Simmons have talked about, they are going to have  
11 additional plant costs, are they not?

12 A. Yes, they will, and those will go into the  
13 cost studies submitted to NECA.

14 Q. And it's conceivable that they'll have  
15 additional personnel that they'll need to build out  
16 those facilities if they don't hire them out to  
17 third parties; correct?

18 A. Perhaps.

19 Q. And to maintain those networks?

20 A. Perhaps.

21 Q. As far as the incremental costs of  
22 Midcontinent, assuming they continue to serve in  
23 this area we've described as purple -- that we're  
24 not declaring that that's accurate, but assuming  
25 that's correct -- their incremental costs of

1 maintaining their network will be significantly  
2 less, won't they?

3 A. No. I may have -- I may have missed your  
4 logic, but if we're talking about Missouri Valley  
5 building out network to new communities or maybe a  
6 medical center, okay, if Midcontinent had to build  
7 out to that same community or medical center, they  
8 would incur costs, as well. The incremental costs  
9 of serving a customer for transport and termination  
10 is different than that embedded cost of building  
11 the network. We're talking --

12 Q. I guess I'm not talking about the fixed  
13 costs. I am talking about the incremental costs.

14 A. Okay.

15 Q. Your fiber, your plant is spread out over  
16 many more miles per customer. If you have to have  
17 more people to service that, don't you have more  
18 incremental costs?

19 A. You do. And incremental costs tend to be  
20 higher in rural areas because they're less dense.  
21 But those costs for both Midcontinent and Missouri  
22 Valley are irrelevant in terms of interconnection.  
23 The transport and termination costs we're talking  
24 about are simply in getting that traffic to a  
25 customer from that Williston central office. In

1 fact, there is no transport. I mean, the transport  
2 is from the point of interconnection to the  
3 Missouri Valley switch. Well, they've already  
4 agreed to interconnect at the Williston switch so  
5 there's no transport. So now we have termination.  
6 That's the local switching and getting that call to  
7 the consumer's home. So that's the termination  
8 cost. And that's very low once the loop is in  
9 place -- very, very low. So, yes, the incremental  
10 costs, what we're talking about for reciprocal  
11 compensation, are very nearly zero.

12 Q. You agree with me that the FCC did not  
13 immediately reduce recip comp between two competing  
14 LECs; correct -- they could have done that, but  
15 they didn't do that, did they?

16 A. Are you talking about the transition  
17 mechanism through 2020? I'm sorry. I don't  
18 understand the question.

19 Q. Well, they said -- didn't they issue a  
20 separate new order and said, you know what, for  
21 recip comp between CMRS providers and the LEC,  
22 that's going down as of July; right?

23 A. Yes.

24 Q. But they didn't do that as between  
25 wireline providers like Midcontinent and Missouri

1 Valley; correct?

2 A. Yes. They've --

3 Q. And they could have done that; correct?

4 A. They could have, but they were concerned  
5 about the impact on consumers and on carriers, and  
6 they didn't, right. There's the transition.

7 Q. Area rural carriers, I assume?

8 A. Well, all carriers that have a dependence  
9 on intercarrier compensation of all types.

10 Q. I think I know the answer to this one, Mr.  
11 Gates, but there is no place in your prefiled  
12 testimony where you analyze Missouri Valley's lost  
13 revenues from the resold lines that we talked about  
14 earlier?

15 A. That's correct.

16 Q. Your testimony focuses on the lost access  
17 revenue?

18 A. Yes. The proposal that Midcontinent has  
19 made to pay transitional payments in addition to  
20 the FCC methodology or mechanism that will provide  
21 you with support for -- or Missouri Valley --  
22 excuse me -- for eight or nine years.

23 Q. On page 4, line 17, you do opine that  
24 it's -- in your view, it's in the public interest  
25 to permit facilities-based competition in the

1 Williston market.

2 MR. WARD: Is that a question?

3 MR. HOGUE: I'm making sure I'm  
4 accurately --

5 THE WITNESS: Yes, at the bottom of the  
6 page there.

7 Q. (MR. HOGUE CONTINUING) And I assume when  
8 you say "in Williston," you're talking about that  
9 seven- -- seven- or eight-square-mile area that  
10 Midcontinent serves inside the city limits of  
11 Williston?

12 A. No, I wasn't being that specific. I was  
13 talking about competition generally and  
14 Midcontinent's ability to serve consumers within  
15 the Williston exchange generally.

16 Q. Would it be in the public interest for  
17 there to be competition in that 390-square-mile  
18 area?

19 A. I think that's what this interconnection  
20 will result in, is competition, and rivalrous  
21 behavior between the two companies to serve areas  
22 where there's demand and to keep customers and  
23 attract customers. That's what will happen.

24 Q. That was a qualifier. Where there's  
25 demand, is that your qualifier?

1           A.     Sure.  I mean, there are lots of areas  
2 where Missouri Valley doesn't have facilities  
3 today.  That's no surprise.  That's typical in a  
4 lot of rural exchanges.  But if someone were to go  
5 out there and build, you know, a college campus,  
6 then there would be demand and someone would build  
7 out to that, and as the carrier of last resort,  
8 Missouri Valley would have that obligation, but as  
9 Mr. Simmons said, sometimes developers come to  
10 Midcontinent and say build facilities for us, you  
11 know, to our location.  So all I'm saying is that  
12 with facilities-based interconnection, there's an  
13 opportunity for competition where there is demand.  
14 If there's no demand, it doesn't matter if there's  
15 competition.

16           Q.     Are you familiar with the process through  
17 which there would be this transition from the  
18 resale arrangement to the physical interconnection?

19           A.     Yes, it's happened -- it's happened for 15  
20 or 16 years, happens every day.

21           Q.     Do you have a place in your testimony  
22 where you -- I think the arbitrator was interested  
23 in this and Mr. Kilgore is going to get to it, but  
24 do you have a place in your testimony where you  
25 describe that process and what type of personnel it

1 will take and how long it will take them and how  
2 much -- how much they could be expected -- how much  
3 time they would spend on the various tasks?

4 A. I didn't address that in my testimony,  
5 Your Honor, because I didn't think it was an issue,  
6 something that we do every day in the industry and  
7 I didn't see a dispute between the parties on  
8 transitioning from resale to facilities-based. It  
9 wasn't until recently that we realized -- I mean,  
10 there is a dispute on the amount of conversions per  
11 days clearly. Hot cuts can occur much quicker than  
12 that. I mean, five a day is just -- that's  
13 amazingly few.

14 MR. HARRINGTON: I want to be clear on  
15 what these questions are about, because if they're  
16 about the question of whether there should be a  
17 longer period than one year, I believe that's  
18 beyond the scope now.

19 MR. HOGUE: They weren't addressed to the  
20 length of time to transition all 2,000. It's the  
21 actual -- the physical transition of one customer,  
22 what is involved in it.

23 MR. HARRINGTON: That's fine. I just want  
24 to make sure.

25 THE WITNESS: It's primarily a billing

1 issue to make sure that this is now identified as a  
2 Midcontinent customer as opposed to a Missouri  
3 Valley customer. To the extent a truck roll is  
4 required, that would be done by Midcontinent to go  
5 out and disconnect the wires from the network  
6 interface device, from the Missouri Valley NID, as  
7 we call it.

8 Other things would be done at the central  
9 office. There's a triggering for the numbering to  
10 make sure that the numbering resource manager has  
11 the number associated with the correct carrier.  
12 All of those things need to be done, but it's a  
13 pretty simple process we've been doing for many,  
14 many years.

15 MR. WARD: I want to ask some questions  
16 here, if I may.

17 MR. HOGUE: Yes.

18 MR. WARD: This interconnection process,  
19 if there's an interconnection of the facilities at  
20 Missouri Valley, what exactly is done there? Is  
21 there one big bundled wire that's hauled in and  
22 hooked up, or how is that done?

23 THE WITNESS: There is a carrier facility  
24 arrangement, which is generally a jumper or a cable  
25 from Missouri Valley's switch to Midcontinent. It

1 can happen in lots of different ways. It could  
2 happen at a piece of equipment within the Williston  
3 central office that Midcontinent places there. It  
4 could happen in the manhole outside the Williston  
5 central office where the parties connect their  
6 cables on a cross-connect device. It could happen  
7 literally as a meet point, which is, frankly, kind  
8 of the preferred approach where literally the two  
9 parties share a cable between two points, one point  
10 being a Midco facility to a Missouri Valley  
11 facility and they literally share the costs of that  
12 facility and exchange traffic over that facility.

13 MR. WARD: And how long would it typically  
14 take for that actual interconnection to be made by  
15 competent technicians?

16 THE WITNESS: Oh, it could be done very  
17 quickly. The physical interconnection -- if you  
18 have to go in and install a piece of equipment in a  
19 central office, you have to schedule that with the  
20 engineers, make sure there's space available --  
21 that's almost never an issue -- get power in there  
22 for the equipment, but it could be done very  
23 quickly. In 30 days -- I'd be shocked if it took  
24 30 days. I can't imagine why it would take more  
25 than 30 days.

1           MR. WARD: Okay. Then let's say that that  
2 event takes place and there's an interconnection  
3 between the two. Right now they have a resale  
4 arrangement. How does that work without the  
5 interconnection?

6           THE WITNESS: The resale arrangement is  
7 strictly billing. Missouri Valley has the customer  
8 connected to their switch, over their facilities,  
9 using their services. Midcontinent comes in and  
10 says, I've asked this person if they want to be our  
11 customer, they said they do. So based on that, it  
12 becomes a resale customer, they go into their  
13 switch and identify that number with Midcontinent  
14 now. And now that's a Midcontinent customer for  
15 purposes of billing only. They bill Midcontinent  
16 the retail rate less 16.15 percent, like -- I think  
17 it's about \$3 for a residential customer and maybe  
18 5 or 6 for a business customer.

19           MR. WARD: On a monthly basis?

20           THE WITNESS: On a monthly basis. And the  
21 difference is used to cover the cost of marketing,  
22 billing, collection, customer service and profit.  
23 So that \$3 or \$5, whatever it is, that avoided  
24 retail cost discount covers all of those costs.

25           They continue to provide the service, so

1       although the customer thinks they're a Midcontinent  
2       customer because they're getting the bill from  
3       Midcontinent and they're paying Midcontinent, it's  
4       really Missouri Valley that's providing the  
5       service, and Midcontinent, of course, is limited to  
6       whatever services that Missouri Valley has to  
7       offer.

8               MR. WARD:   Let's take an example.

9               THE WITNESS:   Okay.

10              MR. WARD:   My grandma in Williston wants  
11      to call my mom in Williston, across town.

12              THE WITNESS:   Okay.

13              MR. WARD:   One is a Midcontinent customer,  
14      one is a Missouri Valley customer.  What happens?  
15      Is the line in the house for the Midcontinent  
16      customer, is it a Missouri Valley line?

17              THE WITNESS:   Yes.  We're talking about  
18      resale right; correct?

19              MR. WARD:   Right, right now.

20              THE WITNESS:   Yes.

21              MR. WARD:   That's the way it is now?

22              THE WITNESS:   That's the way it is now.  
23      There's a Missouri Valley line that goes to one  
24      person, a Missouri Valley line that goes to the  
25      other.  A call is made from over here to this

1 person, comes in, goes to the switch, switched to  
2 that person -- intraoffice call, local call. The  
3 only thing that happens here -- nothing is  
4 different technically. It's just a billing issue.  
5 Midcontinent is billing one person. Missouri  
6 Valley is billing the other. Missouri Valley makes  
7 money off of both, just less off of the resale  
8 customer because they've avoided all those  
9 retailing costs, the 16.15 percent.

10 MR. WARD: So the line is brought in to  
11 the -- the facilities are interconnected,  
12 Midcontinent becomes a facilities-based operator  
13 and that customer who was previously a Missouri  
14 Valley customer now wants to be a full Midcontinent  
15 customer.

16 THE WITNESS: Yes.

17 MR. WARD: What is involved in  
18 disconnecting them from Missouri Valley and  
19 connecting them to Midcontinent?

20 THE WITNESS: Now the Midcontinent  
21 customer -- if I get beyond myself, we may have to  
22 have Mr. Simmons come up here, so I'm going to talk  
23 generally about cable companies and their own local  
24 plant. Okay.

25 They have facilities out to the customer.

1 So Midcontinent would send a truck out to the  
2 customer premise and open that network interface  
3 device on the side of the house, the customer side,  
4 okay, disconnect the wires, so that now the local  
5 loop from Missouri Valley to the customer is  
6 disconnected. Okay.

7 At that point Midcontinent connects its  
8 outside plant, its local loop, into the NID or they  
9 use their own house box, okay, on the side of the  
10 house which might be right next to it, run wires  
11 over there, and now it's a Midcontinent customer.  
12 Midcontinent may also install equipment inside the  
13 house as required depending on what services  
14 they're getting, if it's video or Internet or just  
15 local and long distance.

16 And then there is a billing change where  
17 we have to inform the numbering administrator that  
18 now this customer is associated with Midcontinent,  
19 not Missouri Valley, and now Missouri Valley has no  
20 more responsibility with respect to the customer  
21 and those calls go literally to now the  
22 Midcontinent switch. Midcontinent can now offer --  
23 it can offer the caller ID on the TV, it can offer  
24 voice mail, it can offer distinctive ringing, all  
25 those thing it can't offer today because of the

1 limitations associated with resale.

2 MR. WARD: What about if that customer is  
3 an ISP customer and it's still a local call? Does  
4 that make sense?

5 THE WITNESS: Mm-hmm.

6 MR. WARD: What would that change in the  
7 equation, the way you just explained it?

8 THE WITNESS: So it's an Internet service  
9 provider?

10 MR. WARD: Right, but it's still a local  
11 call --

12 THE WITNESS: Sure.

13 MR. WARD: -- from a Williston customer to  
14 a Williston customer.

15 THE WITNESS: It would be handled the same  
16 way. What would happen is that call would be --  
17 let's say the -- let's say it's an office phone at  
18 the ISP and they go off hook and they're a  
19 Midcontinent customer, that call goes over  
20 Midcontinent facilities to the Midcontinent switch,  
21 okay, looks at the number that they dialed and  
22 says, oh, that's a Missouri Valley number, switches  
23 that call back over Midcontinent facilities to the  
24 point of interconnection with Missouri Valley,  
25 hands that call off to Missouri Valley for

1 termination to that other number and then pays  
2 Missouri Valley reciprocal compensation or, as in  
3 most cases in North Dakota, it's bill-and-keep, so  
4 there is no exchange of reciprocal compensation.

5 MR. WARD: And that kind of leads into  
6 another question I had. On page 39 of your  
7 testimony, there's a chart that shows Midco's  
8 current reciprocal compensation rates, and I  
9 noticed that at least one of those, Red River  
10 Telephone, is at the three-cent rate.

11 THE WITNESS: Yes, it is. That's a  
12 Minnesota company. They've never exchanged any  
13 moneys. The caller on that is 70-30, so if there  
14 ever were an imbalance that got beyond 70 percent-  
15 30 percent, then those rates might take effect, but  
16 they never have. The same thing with BEK. They've  
17 never paid that 1.6-cent rate there at the top of  
18 the chart.

19 MR. WARD: And that's because the calls  
20 have stayed within the callers?

21 THE WITNESS: Actually I'm not sure there  
22 even is a caller for BEK. I think it's just an  
23 understanding in the agreement that says if things  
24 get dramatically out of balance, then they'll talk  
25 about perhaps implementing a rate. But there's

1 nothing specific about a caller in that agreement,  
2 as I recall.

3 MR. WARD: Okay. And then there's the one  
4 cent in there with Verizon?

5 THE WITNESS: Verizon Wireless, yes.

6 MR. WARD: Yeah. Now, how is it different  
7 with a wireless call?

8 THE WITNESS: Well, may I put up a map?

9 MR. WARD: Sure.

10 THE WITNESS: The map of Midcontinent's.  
11 Wireless --

12 MR. HARRINGTON: Don't forget the mike.

13 THE WITNESS: Oh, thank you. Wireless  
14 carriers are treated a little bit differently for  
15 reciprocal compensation, they always have been,  
16 because their local calling area isn't this area  
17 like for Missouri Valley. The local calling area  
18 for Verizon Wireless in North Dakota includes all  
19 of North Dakota, most of South Dakota except for  
20 this little piece right here, all of Minnesota and  
21 this part of Wisconsin. That's called MTA, or  
22 major trading area, 12. So any call that  
23 originates and terminates within this area is  
24 treated as a local call for which reciprocal  
25 compensation would apply.

1           And the rates, as you can tell, they vary.  
2           Midcontinent has a one-cent rate with Verizon  
3           Wireless, and obviously this rate that Missouri  
4           Valley has is much higher. I don't know the basis  
5           of the rate. We tried to find it, but we couldn't  
6           determine the basis of it.

7           MR. WARD: Those are the rates that in  
8           July the FCC has dropped those to zero?

9           THE WITNESS: Yes. That's correct.

10          MR. WARD: And their rationale for that  
11          was?

12          THE WITNESS: The rationale was that costs  
13          are very nearly zero and that any rates in excess  
14          of incremental costs result in rate arbitrage,  
15          that's what we've seen, and especially in rural  
16          areas -- I think you'll see that in my testimony --  
17          they've noted that rates above incremental cost  
18          have resulted in traffic pumping and phantom  
19          traffic and all kinds of -- they're economic  
20          incentives, but they result in distortions in the  
21          market because people are trying to create  
22          opportunities to make money off of reciprocal  
23          compensation.

24          So what the FCC said was we're going to  
25          get rid of all of those incentives by going to

1 bill-and-keep, so over time all carriers will  
2 recover their moneys from their end users.

3 Now, they did provide the glide path, the  
4 transitional mechanism, for eight or nine years for  
5 rural carriers, but the goal is to go to  
6 bill-and-keep to avoid all of these market  
7 distortions.

8 MR. WARD: And do you know what their  
9 rationale was for the glide path, as you call it?

10 THE WITNESS: Yes. It was because of  
11 concerns raised by rural carriers about losing  
12 these revenues too quickly. And the FCC said,  
13 okay, we're going to give you time, we're going to  
14 provide this access charge recovery mechanism and  
15 we're going to provide you with a Connect America  
16 Fund so that if the access charge recovery  
17 mechanism isn't enough to cover these costs, then  
18 you can get money from the Connect America Fund.

19 Now, it's not a 100 percent revenue  
20 neutral glide path. In 2012 it's 95 percent of  
21 their intercarrier compensation based on their base  
22 period revenues, which is 2011. And then the next  
23 year it goes down 5 percent of the 2012 amount and  
24 it continues on down. But when it goes down, then  
25 the access recovery rates increase so that over

1 that time period they maintain a level amount of  
2 revenue so that they can continue to invest. And I  
3 think I have those charts in my testimony on the  
4 transition plan, page 57. Because, you know,  
5 effective today all interstate rates are capped.  
6 57, 58, there's three different charts that show  
7 how it works. But the important point is as they  
8 lose revenues over time, they get this eligible  
9 recovery through the access recovery fund and the  
10 Connect America Fund to reduce the impact of those  
11 lost revenues.

12 Now the FCC recognized that revenues were  
13 going down anyway as access charges are going down  
14 over time because of people moving to wireless,  
15 because of different effects, but this still  
16 mitigates the lost revenues over time. And the  
17 important thing of the example is even if they lose  
18 lines -- like in my table 2 on page 58 I show this  
19 kind of huge loss of lines from 10,000 in 2011 to  
20 9,500 in 2012, and then even if they lose 10  
21 percent of their lines or 5 percent, they still  
22 just increase the amount of the recovery charge so  
23 they're -- they still have the same amount of  
24 protected revenues whether they lose lines, whether  
25 they lose minutes, whether they lose customers.

1 Those revenues are relatively stable, certainly  
2 predictable.

3 MR. WARD: Another thing, you talked in  
4 your earlier testimony to Mr. Hogue about NECA and  
5 cost studies submitted to NECA.

6 THE WITNESS: Yes.

7 MR. WARD: Can you expand on that? What  
8 is NECA all about?

9 THE WITNESS: NECA is the National  
10 Exchange Carrier Association, and they pool  
11 revenues and costs for carriers. You can be a cost  
12 company, you can be an average schedule company,  
13 but the rural carriers generally -- and I'm sure  
14 Mr. Kilgore and Mr. Duval can address this  
15 specifically for them, but they submit cost  
16 information to NECA, and that cost information is  
17 aggregated to develop a common schedule of rates  
18 for these companies that are charged. So they're  
19 not -- their rates aren't specific to Missouri  
20 Valley. They're kind of pooled to come up with an  
21 average schedule cost and rates that all of these  
22 carriers charge.

23 MR. WARD: I might have a few others, but  
24 do you want to pick up, Mr. Hogue, where you were?

25 MR. HOGUE: Sure.

1           Q.     (MR. HOGUE CONTINUING)   You said the FCC  
2     had some concerns about market distortions and  
3     traffic pumping and arbitrage and those in part  
4     form the basis for the FCC's decision to reduce  
5     recip comp rates down to near zero?

6           A.     Yes.   On page 31 in particular I provide  
7     some examples and some quotes about how the high  
8     termination charges are undermining the reliability  
9     of telephone services in rural areas, and that  
10    these high rates are resulting in these incentives  
11    that are causing all these problems, including the  
12    call completion issues that the FCC addressed  
13    recently.   People don't want to pay the high  
14    termination rates so they block the calls or they  
15    use least-cost routers and they route the calls  
16    elsewhere and that's caused a lot of problems in  
17    rural areas that the FCC has identified.

18          Q.     Would you agree, and I guess this was my  
19    understanding, that those opportunities for traffic  
20    pumping in particular arise mostly where you have  
21    an IXC in the middle, but where we're talking about  
22    Missouri Valley and Midcontinent here, I mean,  
23    they're just going to be exchanging local traffic,  
24    would you agree that the incentive for those types  
25    of abuses are significantly diminished because you

1 don't have a middle carrier?

2 A. No. I think you're right that this has  
3 been something related primarily to access charges,  
4 but when you have rates that are this high, it  
5 creates the same type of incentives for those same  
6 arbitrage opportunities. When everyone else is  
7 doing bill-and-keep and all of a sudden Missouri  
8 Valley has a three-cent per minute, that presents  
9 an opportunity to some people, I suppose, it says,  
10 well, how can I create traffic or how can I keep  
11 traffic from going to Missouri Valley because I  
12 don't want to pay to terminate that traffic at  
13 Missouri Valley.

14 Other carriers may not care. Maybe  
15 Verizon Wireless didn't care because they didn't  
16 have -- in the whole scheme of their national and  
17 international network maybe they didn't care if  
18 they paid three cents a minute to Missouri Valley.  
19 I don't know. I don't know the basis of that rate.

20 But the incentives are similar whether  
21 it's local or access. Any time you get above  
22 incremental costs you have implicit subsidies that  
23 distort the market and harm competition.

24 Q. If we go back to your testimony about  
25 physical acts that the arbitrator was asking for,

1 he talked about what Midcontinent would do at its  
2 premise, at the customer's premise with the NID, I  
3 think you called it.

4 A. Yes.

5 Q. And so I got that. What would  
6 Midcontinent -- or Missouri Valley have to do  
7 internally to make that switch?

8 A. They would not have to roll a truck  
9 because the Midcontinent technician would unhook  
10 the loop from the inside wire. You would just have  
11 to make that notation in the translation tables in  
12 the switch, which would be a person sitting at a  
13 computer terminal and identifying -- or taking that  
14 person out of the Missouri Valley system.

15 Q. Okay. So you would have somebody that's  
16 authorized to be around the switch and to  
17 manipulate the switch?

18 A. Yes. There would be a local service  
19 request submitted by Midcontinent. It would  
20 include all the information about the customer, the  
21 billing name and address, location, circuits,  
22 anything that they had, give you a date for the  
23 conversion for the cut, and then all of those  
24 things would be set into motion to convert that  
25 customer.

1           Q.     Mr. Gates, I'm trying to see if we can  
2 identify the people that have to get involved in  
3 this. We said, yeah, Midcontinent has to roll a  
4 truck. Somebody in Missouri Valley's central  
5 office has to be at a desktop terminal changing the  
6 identity of this customer that's in Missouri  
7 Valley's switch; right?

8           A.     Yes. Make sure they don't get billed by  
9 both parties, yes.

10          Q.     And that brings up another point. We've  
11 got to have somebody involved in billing, I assume?

12          A.     I think that all flows from that one  
13 change.

14          Q.     But, I mean, a representative has to make  
15 a billing entry change somewhere; is that --

16          A.     I think that's all part of the LSR  
17 process.

18          Q.     Do you know how many different people at  
19 the incumbent have to -- have to work on a specific  
20 customer to make the transition?

21          A.     I don't. It depends on the company. A  
22 lot of companies have EDI, or electronic data  
23 interexchange, where they do everything  
24 electronically. Other carriers will fax an LSR to  
25 an ILEC like Missouri Valley, others will use

1 email, some will make phone calls along with a fax  
2 or an email. So it depends on the processes in  
3 place as to what activity is required.

4 Q. Do you know if the person who is in the  
5 truck is the same person that sends the service  
6 request to Missouri Valley?

7 A. I don't think so. You mean the person in  
8 the Midcontinent truck?

9 Q. Right.

10 A. No, I don't think so.

11 MR. WARD: Let me just interject. Let's  
12 say I'm the person that wants to disconnect and I'm  
13 the person -- I'm not even really interested in --  
14 what I really want to do is I want to switch to a  
15 different carrier and I've decided to go with  
16 Midcontinent, so I call Midcontinent and I tell  
17 them I want to change. When do you want it  
18 changed? As soon as possible. Midcontinent then  
19 takes it from there; correct?

20 THE WITNESS: Yes. Yes.

21 MR. WARD: And they make some kind of a  
22 communication to Missouri Valley --

23 THE WITNESS: Yes.

24 MR. WARD: -- whether it's by phone or  
25 email, or whatever, and they say, Joe Blow at

1 such-and-such a street in Williston now wants to go  
2 with us.

3 THE WITNESS: Yes.

4 MR. WARD: And we've scheduled it for  
5 such-and-such a date. Is that kind of how it  
6 works?

7 THE WITNESS: Yes. Midcontinent will  
8 submit what they call a local service request, used  
9 in all the industry standards, submit that to  
10 Missouri Valley, try to get a firm order commitment  
11 for the date for that conversion, for that cut, to  
12 Midcontinent.

13 MR. WARD: If Midcontinent's end of that  
14 is simply inputting some data into a computer to  
15 switch those people over, why can't they do 20 or  
16 25 or 30 of those a day?

17 THE WITNESS: Well, they can. They  
18 certainly can, and they do. Now, you said  
19 Midcontinent. Did you mean Missouri Valley?

20 MR. WARD: I mean Missouri Valley, or it  
21 could be the other way around.

22 THE WITNESS: Yeah. Yes. I mean, a lot  
23 of companies will do a hundred a day and do them in  
24 batches.

25 MR. WARD: And if -- the way you described

1 it -- and the other side is going to have their  
2 opportunity to explain it away.

3 THE WITNESS: Sure.

4 MR. WARD: But the way you described it,  
5 if all it really requires is someone with access to  
6 the system who can go on a computer and tell the  
7 system, you know, basically don't bill Joe Blow  
8 after April 15th anymore and Mrs. Jones and  
9 everybody else on that street or whatever, that  
10 could all be done in a relatively short amount of  
11 time?

12 THE WITNESS: It could. And just to put  
13 this in context, in 2006 Missouri Valley told  
14 Midcontinent that they would do 15 conversions a  
15 day. Now, in 2006 they were doing these all  
16 manually, you know, literally manually by fax and  
17 telephone. Today they're using email to submit  
18 local service requests. So I don't understand why,  
19 six years later, they're now suggesting they can  
20 only do five when six years ago they were doing 15.

21 MR. WARD: You know, I mean, I had a  
22 vision that once upon a time somebody actually had  
23 to take a wire and jump it from here to there in a  
24 big phone office somewhere.

25 THE WITNESS: Mm-hmm.

1           MR. WARD: But that's all been  
2 computerized for a long time; correct?

3           THE WITNESS: Depends on the switch. Some  
4 of those are computerized, you can do electronic  
5 cuts in the switch. I don't know what type of  
6 switch Missouri Valley has. It might require  
7 someone to go in and move a jumper, which takes  
8 some time, but not a significant amount of time.  
9 The point is if they could do it manually -- six  
10 years ago if they could do 15 a day, why can't they  
11 do at least that many now, you know, when we're  
12 more automated and supposedly more efficient?

13          MR. WARD: Is there ever a disconnection  
14 scenario where there is more required than what  
15 we're talking about?

16          THE WITNESS: Yes, sir. Sometimes there  
17 are coordinated cuts where there may be multiple  
18 numbers involved at a location.

19          MR. WARD: Like a business or something?

20          THE WITNESS: Yes, it could be a business  
21 that has maybe five lines or ten or a college  
22 campus or it could be just a unique facility that  
23 has -- maybe it's a police station or a hospital  
24 that it has to be coordinated, so literally people  
25 are going to be talking when this cut occurs and

1       it's going to occur at 2 a.m. and you've got to  
2       have people in, you know, both areas talking at the  
3       same time. Yes, those are different. Those are  
4       coordinated cuts, they're treated differently, but  
5       a typical, normal cut is pretty simple.

6               MR. WARD: Okay. Now, my understanding  
7       from the proposed interconnection agreement was  
8       that Midcontinent is actually offering some dollar  
9       compensation to transition these customers?

10              THE WITNESS: Yes. 75 percent of the  
11       access charges that were associated with the  
12       customers that are transitioning to Midcontinent.

13              MR. WARD: So what would that mean? In  
14       the type of example we're talking about of one  
15       customer, how much would that likely be?

16              THE WITNESS: Well, in my example that I  
17       provide in my testimony, I assumed it was \$5 per  
18       customer per month. Let me see if I can find that.  
19       I believe it's on pages 49 and 50. Yes, I assumed  
20       that there was about \$5 per month on average for,  
21       you know, a typical customer. That's just an  
22       assumption.

23              What Midcontinent is proposing is that we  
24       identify the customers that are going to  
25       transition, identify the switched access charges

1 for those customers, then multiply by 75 percent  
2 and then create an average amount per customer.

3 MR. WARD: And that would be paid over a  
4 period; correct?

5 THE WITNESS: It would be paid over six  
6 months from the date of that conversion. And on  
7 page 50 you see how --

8 MR. WARD: Before you go beyond that --

9 THE WITNESS: Yes.

10 MR. WARD: -- so that has really no  
11 connection to the actual cost of disconnection?

12 THE WITNESS: No. No.

13 MR. WARD: It's just to help them recoup  
14 lost revenue from losing that customer? Is that --

15 THE WITNESS: Yes, sir. And I believe  
16 that this transition mechanism in combination with  
17 the FCC's mechanism, which Midcontinent didn't know  
18 about at the time, will ensure that they will more  
19 than recover, they'll exceed their revenues at  
20 least for the first year.

21 MR. WARD: And what is the FCC's  
22 mechanism?

23 THE WITNESS: The FCC's mechanism protects  
24 95 percent of their 2011 intercarrier compensation  
25 revenues.

1           MR. WARD:  Regardless of whether it's  
2 wireless?

3           THE WITNESS:  Yes.

4           MR. WARD:  I thought that was for  
5 wireless.

6           THE WITNESS:  No.  All their intercarrier  
7 comp, which includes interstate and intrastate  
8 switched access, except for originating intrastate  
9 switched access.  That's separate.  But reciprocal  
10 compensation, switched access, dedicated transport,  
11 which is access, all of those are calculated and  
12 determined as a base rate period for 2011, and then  
13 in 2012 they will be allowed to collect, if they  
14 need to, 95 percent of that amount.  For instance,  
15 if they -- if they -- based on that calculation,  
16 they should have had a million dollars and it turns  
17 out they were only going to get \$800,000, then they  
18 would get \$200,000, that difference, they would get  
19 that from charging their customers an amount and if  
20 that wasn't enough, then they would get it out of  
21 the Connect America Fund.

22           MR. WARD:  Well, if -- this is a  
23 hypothetical.  '11 -- is the entire calendar year  
24 of 2011 going to be used as their base rate?

25           THE WITNESS:  Yes.

1 MR. WARD: So would there be an advantage  
2 to Missouri Valley to more quickly transition these  
3 people over now, or would there be a disadvantage?  
4 In other words, if people -- if they can only do so  
5 many a day, we get to the end of 2012 and people  
6 are still transitioning, but they're no longer  
7 going to be included in their base calculation  
8 then; right?

9 THE WITNESS: Well, no. No, that's not  
10 quite right.

11 MR. WARD: Okay.

12 THE WITNESS: Because in 2012 they're  
13 going to get paid based on 2011; right?

14 MR. WARD: Okay. In 2013 are they going  
15 to get paid --

16 THE WITNESS: They'll get 95 percent of  
17 their 2012 amount.

18 MR. WARD: Okay. Okay.

19 THE WITNESS: Which is --

20 MR. WARD: So they're not going to  
21 continue to use 2011 as the base? They're going to  
22 adjust it annually?

23 THE WITNESS: No. 2011 is the base, and  
24 it will ratchet down by 5 percent each year, and  
25 that's what they -- that's what they look at.

1 They'll look at their actual revenues -- the  
2 intercarrier comp revenues for 2012, compare that  
3 to 2011, and then adjust. They can then charge if  
4 they need to, if there is -- you know, if they  
5 don't have enough, that's the eligible recovery on  
6 line 5 of my charts, they can charge their  
7 customers 50 cents per line per month in 2012 and  
8 they can charge a business customer a dollar per  
9 line per month in 2012.

10 MR. WARD: I guess my question is, in 2013  
11 then when the percentage adjusts down, is the base  
12 still going to be the 2011 revenue or is it going  
13 to look back to 2012 revenue as an adjusted base?

14 THE WITNESS: I see what you mean. Can we  
15 look at page 57? I think I can explain this.

16 Page 57 at the top, you see my chart?

17 MR. WARD: Mm-hmm.

18 THE WITNESS: You see the 500,000 in the  
19 top there for 12-29-11? That's where -- I'm  
20 assuming that is the base period revenue. Okay.  
21 Then in 2012, that 475,000 is 95 percent of  
22 500,000. Okay. So that's the amount that is  
23 compared to their actual revenues in 2012. Now, in  
24 2013, the 421,250, that is 95 percent of 475,000.  
25 And then the 428,000 for July of '14, that 428,688

1 is 95 percent of 451,250.

2 MR. WARD: And my question is -- and I'm  
3 not sure I understand it yet, but this 500,000 that  
4 you're using in the chart is an assumed base period  
5 revenue?

6 THE WITNESS: Yes, based on their actual  
7 revenues.

8 MR. WARD: Okay.

9 THE WITNESS: I mean, yes, this is  
10 assumed. Yes.

11 MR. WARD: So if we were talking about  
12 Missouri Valley here, that number would be  
13 different? Let's say it's 1.2 or whatever it is.

14 THE WITNESS: Yes.

15 MR. WARD: When these customers leave, if  
16 they leave within six months of interconnection,  
17 they're going to be leaving in 2011, so the ones  
18 that are still there in 2011 are going to be part  
19 of their 2011 base revenue?

20 THE WITNESS: Right. They'll be leaving  
21 in 2012, we hope; right?

22 MR. WARD: Well, that's true. We're  
23 looking at 2012 now. That's right. Never mind.  
24 So it isn't going to matter that much?

25 THE WITNESS: It doesn't matter.

1           MR. WARD: I mean, it's already set based  
2 on last year?

3           THE WITNESS: Exactly.

4           MR. WARD: And it's going to decline  
5 always based on the revenue in 2011?

6           THE WITNESS: Yes. And if you look at the  
7 bottom line on that chart --

8           MR. WARD: Sorry about that. I was  
9 confused.

10          THE WITNESS: No, that's okay. This is  
11 not an easy calculation.

12                 The bottom line on that chart I've labeled  
13 in line 6 protected services and revenues, you see  
14 that that 500,000, the 475, et cetera, matches the  
15 first line. They're allowed to keep whatever that  
16 baseline amount is for each year, and the  
17 difference is made up through the access recovery  
18 fund or the Connect America Fund.

19          MR. WARD: So that amount, it's not going  
20 to matter what we do here?

21          THE WITNESS: No, it's not. But do they  
22 have -- are they advantaged or disadvantaged by  
23 slow rolling the conversion? Certainly. The  
24 disadvantage is Midcontinent, because they're not  
25 able to get those customers onto their own network,

1 control their own destiny, offer new and innovative  
2 services -- yeah, it harms Midcontinent the longer  
3 it drags out.

4 MR. WARD: Okay.

5 THE WITNESS: And delays the benefits to  
6 consumers obviously.

7 MR. WARD: Mr. Hogue, I'm going to pass  
8 the witness back to you.

9 MR. HOGUE: Okay.

10 Q. (MR. HOGUE CONTINUING) When you talked to  
11 Midcontinent, Mr. Gates, about why they're offering  
12 this transitional access, what did they tell you?

13 A. I did ask that. Especially after the FCC  
14 order came out, I said, Why would you do this? And  
15 I was told that they were doing it because they  
16 were hoping it would settle. It was worth it to  
17 them. Is that inappropriate?

18 MR. HARRINGTON: No.

19 MR. WARD: Not based on the question. We  
20 call that the open door theory.

21 THE WITNESS: Okay.

22 MR. WARD: He opened the door.

23 MR. HARRINGTON: We're perfectly happy to  
24 have that answer.

25 THE WITNESS: Like I said, I've never seen

1 anyone offer this. It's not required under the  
2 Act. It makes no sense. Missouri Valley is going  
3 to overrecover, especially in the first year. But  
4 they did it thinking that it would be enough to get  
5 the case to go away and settle.

6 Q. (MR. HOGUE CONTINUING) Okay. So if I  
7 understand your testimony right, Missouri -- or  
8 Midcontinent thought an offer of 60 to 80 thousand  
9 dollars, that's just additional revenue to Missouri  
10 Valley, would cause Missouri Valley to want to  
11 settle the case?

12 A. Well, no, sir, not entirely. I mean, that  
13 is something obviously that is above and beyond any  
14 interconnection.

15 Q. In addition?

16 A. But also agreeing to interconnect at the  
17 Williston central office when they could have  
18 chosen another place, you know, and all of those  
19 other concessions that they made with respect to  
20 interconnection.

21 Q. Well, if we assumed a recip comp rate of  
22 3.1 cents a minute, did you do any calculations  
23 about what that amount of revenue would mean to  
24 Missouri Valley?

25 A. No, because -- no. No, I didn't. Given

1 the FCC mechanism, the revenues for Missouri Valley  
2 are pretty much fixed based on the schedule, but I  
3 did not do that calculation, no.

4 Q. Did you get a chance to look at Mr.  
5 Kilgore's financial analysis that he attached to  
6 his prefiled testimony?

7 A. Is that the last page?

8 Q. I think it's Attachment 4.

9 A. Yes, I have it here.

10 Q. My question -- I'm not asking you to look  
11 at it -- did you look at it, analyze whether you  
12 thought it was realistic or not?

13 A. Yes.

14 Q. You probably had seen that analysis --  
15 similar analysis in the previous case; is that  
16 true?

17 A. I believe Mr. Hansen had this in his  
18 testimony in the previous case and, like that  
19 analysis, this one is similarly fatally flawed.

20 Q. That's your opinion that it's flawed.

21 A. I think we can talk about a few things  
22 here and it will be pretty obvious that it's  
23 flawed.

24 Q. Well, let's not. Just listen to my  
25 question.

1 A. Okay.

2 Q. The Commission when they -- you said it  
3 was fatally flawed, so I have to ask you this, Mr.  
4 Gates.

5 MR. WARD: Which page are we looking at?  
6 The very last page?

7 MR. HARRINGTON: Very last page of Mr.  
8 Kilgore's prefiled direct.

9 THE WITNESS: Spreadsheet, yes.

10 MR. WARD: All right. Thanks.

11 Q. (MR. HOGUE CONTINUING) You said it's  
12 fatally flawed, but you have to agree that the  
13 Commission didn't find it fatally flawed in 2009;  
14 correct?

15 A. No, I don't think I can opine on whether  
16 the Commission evaluated this particular  
17 spreadsheet.

18 Q. Okay.

19 A. I'm not sure it was addressed in the  
20 order.

21 Q. Well, Mr. Kilgore is projecting net  
22 revenues losses in the neighborhood from --  
23 beginning of 800,000 and going up over a million  
24 dollars, is he not, under an interconnection  
25 scenario?

1           A.    You mean at the bottom there, the 817,300?

2           Q.    Mm-hmm.

3           A.    Well, if you go up two lines, though, you  
4 see that Mr. Kilgore calculates that MVC's net  
5 operating margin is going to more than double over  
6 the next four years, so maybe, I mean, using his  
7 assumptions which are completely flawed. I mean,  
8 let me give you one example.

9           Q.    I'm not asking you that you agree with it.

10          A.    Okay.

11          Q.    I'm not asking you that you agree with it.  
12 You think it's flawed. Got it. All right?

13          A.    Yes. Okay.

14          Q.    What I'm asking you, Mr. Gates, is, do you  
15 see how if -- if Mr. Kilgore genuinely believed in  
16 his analysis, and he is the general manager, he has  
17 been introduced as such in this proceeding, do you  
18 understand how an offer of 60 to 80 thousand  
19 dollars might be regarded as not something that  
20 would tempt him to settle the case?

21          A.    No, I don't, because it's not just 60 or  
22 80. It's a lot of other concessions that they  
23 made.

24          Q.    Well, I'm --

25          A.    But those combined with the 60 to 80, I

1 don't know. I don't know what Mr. Kilgore thought  
2 when he was receiving the proposals from  
3 Midcontinent.

4 Q. And I understand that you don't know, but  
5 what I'm asking you again, Mr. Gates, is, do you  
6 understand how Mr. Kilgore or anyone else would  
7 have not regarded an offer of 60, 80 as being --

8 MR. HARRINGTON: Objection.

9 Q. (MR. HOGUE CONTINUING) -- anything other  
10 than offering the sleeves off your vest?

11 MR. HARRINGTON: Objection. He's calling  
12 for speculation.

13 MR. WARD: Yeah, sustained.

14 MR. HARRINGTON: He can't possibly know.

15 MR. WARD: Sustained. Mr. Kilgore is  
16 going to get his chance.

17 Q. (MR. HOGUE CONTINUING) We talked a little  
18 bit about the transition, Mr. Gates, and you were  
19 asked about that. You would agree, I assume, that  
20 for every customer that's transitioned it is  
21 additional and incremental labor to the existing  
22 labor load that Missouri Valley and Midcontinent  
23 now have in the Williston market?

24 A. I'm sorry. I don't understand the  
25 question.

1 Q. Well, I'm telling you that the technicians  
2 on both the Midcontinent side and the Missouri  
3 Valley have an existing workload today in  
4 Williston; right?

5 A. Sure.

6 Q. And this transition at least -- let's just  
7 call it 2,000 customers, each one is an incremental  
8 addition to that workload, is it not?

9 A. Sure. I mean -- yes.

10 Q. Okay. And we've already established that  
11 Williston is booming?

12 A. Yes.

13 Q. On pages 39 and 40 you talk about the  
14 recip comp rates that Midcontinent is currently  
15 paying. These are the rates that are currently  
16 established between Midco and some of its ILEC  
17 competitors; right?

18 A. Yes.

19 Q. Now, the Red River rate, and I know you  
20 said you're not paying it because it's outside the  
21 collar -- or Midcontinent isn't, but that's 3.1 and  
22 the rate for Qwest you've identified as .00396. Do  
23 you see that?

24 A. Yes.

25 Q. So within the range of Midco's, if I've

1       calculated this, you've got one rate that's eight  
2       times higher than your rate request; is that true?

3           A.     I haven't done the math, but I would  
4       accept that subject to check.  And the Qwest rate,  
5       of course, includes tandem switching so it's  
6       really -- I mean if you were to compare it to a  
7       Missouri Valley situation, it would be much lower.

8           Q.     You're saying it's not an apples-to-apples  
9       comparison?

10          A.     Yes, sir.

11          Q.     Nevertheless, one of your rates is eight  
12       times higher than the other?

13          A.     Yes, although it's never been paid, but  
14       the rate is there.

15          Q.     The rate was negotiated arm's length  
16       between two competing companies?

17          A.     I don't know that.

18          Q.     You don't know whether Red River and  
19       Midcontinent are affiliated with one another?

20          A.     No.  I don't know how they came up with  
21       the rate.  I don't know how -- if it was  
22       negotiated.  I just wasn't involved, so I don't  
23       know.

24          Q.     Okay.  Well, then let me ask you, you know  
25       they're not affiliates of one another?

1           A.    Yes.

2           Q.    And the same, I guess, would be true for  
3 Qwest and Midcontinent?

4           A.    Yes.

5           Q.    Okay.  It can be easy if you want it to  
6 be.

7                   MR. WARD:  We're doing fine.  I do have a  
8 question, though.  I don't have the keys to this  
9 building.  Maybe you do, but I don't.  But I don't  
10 know how much past 5:30 -- we probably need to tie  
11 it up today by 5:30.  And my question to you, were  
12 you planning to have these witnesses back tomorrow  
13 or not, Mr. Gates in particular?

14                   MR. HARRINGTON:  Mr. Gates is still  
15 scheduled to be in town.  In fact, I think the last  
16 plane he could take has left.

17                   MR. WARD:  But he was going to be here  
18 tomorrow, anyway?

19                   MR. HARRINGTON:  We had planned for his  
20 availability.

21                   MR. WARD:  I guess my question is, if we  
22 don't finish with him today, we can pick up in the  
23 morning?

24                   MR. HARRINGTON:  That's fine with us.  
25 We're fine to go whenever you want to go to.

1           MR. WARD: Okay. I think they probably  
2 want us out of here at 5:30. I would be happy to  
3 keep going, but I just don't think we have the  
4 facility.

5           MR. HARRINGTON: What I meant to say was  
6 we're happy to start tomorrow morning whenever you  
7 want to start.

8           MR. WARD: Okay. And we can talk about  
9 that off the record, I think. So let's wrap this  
10 up if we can. What we'll do is, we've got about  
11 5:07 now on my watch. It's not an atomic watch,  
12 but it's pretty close. So we'll say 5:25 we'll  
13 start wrapping it up and we'll make arrangements  
14 for tomorrow.

15          Q.     (MR. HOGUE CONTINUING) Okay. Mr. Gates,  
16 could you just walk me through -- I have a question  
17 about how a call flows today. Let's say I'm a  
18 Midcontinent resold customer, I pick up my phone,  
19 I've got dial tone, I know that Missouri Valley is  
20 providing that dial tone, but I call -- let's say I  
21 call Minneapolis. Am I correct that the call would  
22 -- it's going to originate in my home, it's going  
23 to hit Missouri Valley's switch, and then Missouri  
24 Valley hauls it down to tandem here in Bismarck  
25 where Midcontinent picks it up and takes it to

1 their switch and then it's routed to Minneapolis?

2 Would that be the way that call would flow?

3 A. I don't know. I didn't think toll traffic  
4 was an issue in the case. I haven't investigated  
5 that.

6 Q. So you don't know?

7 A. No, I don't. I don't know how that  
8 traffic would be routed for toll traffic. Access  
9 charges would apply for toll traffic, but I don't  
10 know how Midcontinent routes it.

11 Q. You don't know how their traffic leaves  
12 Williston for one of their resold customers?

13 A. I haven't looked at toll traffic at all.

14 Q. Do you agree, Mr. Gates, Missouri Valley  
15 does not provide video programming?

16 A. I believe I've heard that. I'm not sure  
17 it was in testimony, but I think I'm aware of that  
18 generally.

19 Q. I asked Mr. Simmons this, but do you have  
20 any knowledge on Midcontinent's plant in Williston?

21 A. I've heard -- I have a little bit of  
22 knowledge.

23 Q. Give it to us, if you can.

24 A. I'm aware that -- if I may.

25 MR. WARD: Sure.

1 MR. HARRINGTON: Microphone.

2 THE WITNESS: I'm aware that in this area  
3 that I believe you colored in as purple, I think on  
4 your other map down here it's identified as areas  
5 18, 19, 20 and 21 where Midco has facilities,  
6 Midcontinent, they've had problems getting  
7 facilities there because Williston -- Missouri  
8 Valley did not have facilities there or  
9 insufficient facilities, so I'm aware that there  
10 has been a dispute between the companies even  
11 downtown over the availability of facilities. Was  
12 I right, Mary? Was it 17 -- 17, 18, 19 and 20 on  
13 this map here. I don't know how to transfer it to  
14 that area, but obviously it is in a purple area.

15 MR. HARRINGTON: For the record, that map  
16 was provided to us by Missouri Valley on Friday as  
17 a blowup of the map that's attached to Mr.  
18 Kilgore's testimony.

19 MR. WARD: Thank you.

20 THE WITNESS: And I'm aware that they are  
21 building more facilities and plan to build  
22 facilities, as Mr. Simmons discussed earlier, from  
23 Minot into Williston.

24 Q. (MR. HOGUE CONTINUING) Are you aware  
25 generally of how many miles of plant they have in

1 the Williston area?

2 A. No.

3 MR. HOGUE: That's all I have for now.

4 MR. WARD: Redirect?

5 MR. HARRINGTON: I'm going to have some  
6 redirect. I don't know if we should talk about  
7 plans and then just commence redirect in the  
8 morning.

9 MR. WARD: I'd be fine with that, I think.  
10 What time can we start in the morning, gentlemen?  
11 I know it's scheduled for 10, I believe.

12 MR. HARRINGTON: We'll start as early as  
13 you want.

14 MR. WARD: We've got everybody here now  
15 and we started a little late today. I think we  
16 could probably go as early as 8:30 if you guys --  
17 if that works for everyone.

18 MR. HARRINGTON: Certainly.

19 MR. HOGUE: We'll make it work.

20 MR. WARD: Okay. All right. Then we'll  
21 close the hearing for today, continue it at 8:30  
22 tomorrow morning, same place.

23 MR. HARRINGTON: Thank you, Your Honor.

24 MR. WARD: Thank you all very much. I  
25 think it's been a productive day.

1 (Recessed at 5:15 p.m., April 4, 2012, to  
2 8:48 a.m., April 5, 2012.)

3 MR. WARD: Good morning, everyone. Today  
4 is the second day of the arbitration in Public  
5 Service Commission Case No. PU-11-697 regarding the  
6 petition for arbitration of Midcontinent  
7 Communications requesting a facilities-based  
8 interconnection from Missouri Valley Communications  
9 under Section 251(a) and 251(b) of the  
10 Telecommunications Act.

11 Yesterday we were in the middle of Timothy  
12 Gates' testimony. We're going to pick up again  
13 where we left off. It's approximately 8:49 a.m.,  
14 April 5th, and with that we'll go.

15 MR. HARRINGTON: Thank you, Your Honor. I  
16 have some redirect questions for Mr. Gates.

17 MR. WARD: Okay. Mr. Harrington.

18 **REDIRECT EXAMINATION**

19 **BY MR. HARRINGTON:**

20 Q. Yesterday you were asked some questions  
21 about Missouri Valley with Verizon Wireless. Do  
22 you recall those questions?

23 A. Yes.

24 Q. As I recall yesterday, you said you were  
25 unaware whether that was a negotiated agreement or

1 not. Have you had an opportunity to check on that  
2 since then?

3 A. Yes, I have.

4 Q. And was that a negotiated agreement?

5 A. Yes, it was.

6 Q. Now, you were asked yesterday about  
7 approval of that agreement by the North Dakota  
8 Public Service Commission, and I was wondering if  
9 you could discuss the differences between approval  
10 of a negotiated agreement and approval of an  
11 agreement that's arbitrated and the standards that  
12 are applied by the Public Service Commission in  
13 those contexts.

14 A. Sure. Since the majority of  
15 interconnection agreements are negotiated, and  
16 because the Act allows for those negotiated  
17 agreements to be submitted and approved, Section  
18 252(a)(1) specifically allows a state commission to  
19 approve a negotiated agreement regardless of  
20 whether it complies -- or the terms and conditions  
21 in the agreements, whether they comply with Section  
22 251.

23 Q. So in review of a negotiated agreement,  
24 would a state commission look to see whether the  
25 rates for reciprocal compensation are cost based?

1           A.    No, that would not be required.

2           Q.    Would it do any evaluation at all of those  
3 rates in those contexts?

4           A.    No.

5           Q.    Later in your testimony there was a  
6 discussion of the changes that are taking place  
7 under the FCC's intercarrier compensation order,  
8 and first you were discussing how that affected  
9 wireless services and then you were asked by Mr.  
10 Hogue if the FCC had reduced the reciprocal  
11 compensation rates between local exchange carriers,  
12 and I would like you to expand a little bit upon  
13 that answer, if you could, and explain what you  
14 meant when you said they had not adopted similar  
15 reductions.

16          A.    I would be happy to.  When we were talking  
17 about the wireless companies, we were talking about  
18 the immediate flash cut to bill-and-keep, which  
19 will occur in July of 2012.  The wireline-to-  
20 wireline intercarrier compensation will be phased  
21 down over time, not flash cut as of July of 2012.  
22 So there's a glide path that has been established  
23 by the FCC for price cap carriers and rate of  
24 return carriers with different time frames,  
25 different rate levels that will change over time.

1           Q.     So will there be a reduction in the  
2 maximum access rates on July 1st of this year?

3           A.     Yes.

4           Q.     And then subsequent years if they continue  
5 with that; correct?

6           A.     Yes. That's correct.

7           Q.     The arbitrator asked you some questions  
8 about the process for doing interconnections, and  
9 at one point you indicated it would take 30 days to  
10 actually do physical interconnection between two  
11 carriers. Is that from start to finish of the  
12 process?

13          A.     Yes.

14          Q.     What would that include?

15          A.     That would include the initial meetings  
16 between the engineers for the two companies to plan  
17 the interconnection and determine what form the  
18 interconnection would take. It would include the  
19 engineering and the installation and the testing  
20 and, of course, completing the interconnection.  
21 All of that could be done within 30 days. And, I'm  
22 sorry, there's one other thing I left out.

23          Q.     Yes.

24          A.     And I'm not sure this would be the case,  
25 but if there was a need to order any equipment,

1       whether it would be cabling or cross-connect, that  
2       would be ordered and installed in that same time  
3       frame.

4           Q.     Later during the cross-examination we  
5       discussed the rationale for the FCC adopting the  
6       glide path for reciprocal compensation rates and  
7       indicated that one of the concerns was losing  
8       existing revenues too quickly if you had a flash  
9       cut.  I would like to know, is it your  
10      understanding that -- can you tell us your  
11      understanding of whether Missouri Valley receives  
12      any reciprocal compensation revenue from  
13      Midcontinent today?

14           A.     No, they don't receive any reciprocal  
15      compensation today from Midcontinent.

16           Q.     Thank you.  There's also later discussion  
17      of the arbitrage issues you mentioned in your  
18      testimony and you were asked if traffic pumping and  
19      similar kinds of arbitrage arose when there's an  
20      interexchange carrier in the middle.  I would like  
21      to know if you can think of any examples of  
22      situations where there was rate arbitrage that was  
23      addressed by the FCC where there was not an  
24      interexchange carrier in the middle.

25           A.     Yes.  Perhaps the most noteworthy example

1 is ISP-bound traffic. And recall back in 2000  
2 there was great concern about rate arbitrage for  
3 dial-up Internet access and traffic generally to  
4 ISPs and that's when the FCC issued its ISP remand  
5 order, I believe it was in April of 2001, and  
6 specifically in that order they talked about rate  
7 arbitrage associated with the high intercarrier  
8 compensation rates and specifically reduced those  
9 rates to triple zero 7 again over time via a glide  
10 path to address rate arbitrage. And even in that  
11 order in 2001, they talked about the glide path in  
12 lieu of going to bill-and-keep on a flash-cut  
13 basis, but, again, reduced the rate to triple zero  
14 7.

15 Q. Thank you. One other question. In  
16 talking about the negotiated rates, and we've now  
17 already talked about what happens when the state  
18 approves them. In evaluating whether a rate is  
19 appropriate under the standards for reciprocal  
20 compensation rates in Section 252(d), does Section  
21 252(d) look to rates in negotiated agreements, or  
22 does it have some other standard?

23 A. Well, the standard is forward-looking  
24 economic costs for TELRIC rates. You know, they  
25 can also be negotiated. Specifically bill-and-keep

1 obviously is an opportunity. But, yes, cost-based  
2 rates refer to TELRIC rates, which is total element  
3 long run incremental cost.

4 MR. HARRINGTON: I have nothing further.

5 MR. WARD: Recross.

6 MR. HOGUE: Thank you, Your Honor.

7 **RECROSS-EXAMINATION**

8 **BY MR. HOGUE:**

9 Q. Mr. Gates, I guess if I understood your  
10 testimony correctly, you looked to the expansion of  
11 the Williston market and suggest that that is a  
12 basis upon which there is -- the public interest  
13 could be advanced through competition; is that  
14 right?

15 MR. HARRINGTON: Objection, past the scope  
16 of my redirect.

17 MR. WARD: Yeah, I'm going to sustain it.  
18 Try to confine the questions to the redirect.

19 Q. (MR. HOGUE CONTINUING) If we go to the  
20 Verizon-Midcontinent rate, three cents a minute,  
21 you remarked that that was a negotiated rate.

22 A. Well, perhaps you misspoke. You said  
23 Verizon-Midcontinent and that rate is one cent.

24 Q. Missouri Valley.

25 A. Oh, Missouri Valley rate. Okay.

1           Q.     The three-cent -- three-cent-per-minute  
2     rate between Missouri Valley and Verizon.  The  
3     negotiated rate; correct?

4           A.     Well, the rate between Midco --  
5     Midcontinent and Verizon Wireless is negotiated.  
6     We asked for the basis of the Missouri Valley rate,  
7     and I assume it was negotiated, but I'm not  
8     certain.

9           Q.     That rate is in the market that we're  
10    talking about, right, Williston, the market where  
11    Midcontinent wants physical interconnection?

12          A.     That rate applies today.

13          Q.     And as I understand it, you're saying that  
14    rate negotiated between those two companies is too  
15    high, we want to look outside of the Williston  
16    market at other rates to decide what's reasonable;  
17    is that fair?

18          A.     Well, there's several reasons why I think  
19    it's too high, one of which is that it's going to  
20    go to zero in July, which we've talked about.

21          Q.     It's going to go to zero between CMRS  
22    carriers and LECs?

23          A.     Yes, which is Verizon Wireless, which is  
24    the rate to which this rate applies, correct.

25          Q.     But it's not going to go between

1 Midcontinent and Missouri Valley, is it? The FCC  
2 did not require that, did they? They required this  
3 glide path that you're talking about?

4 A. Yes, but the default mechanism today as  
5 the effective date of that order is bill-and-keep,  
6 so -- and Midcontinent requests bill-and-keep. I  
7 think that's the way to go to avoid the rate  
8 arbitrage issues.

9 Q. Well, it just seems to me, and maybe I'm  
10 wrong, Mr. Gates, but it just seems to me that you  
11 want to look to the Williston market to advance the  
12 Midcontinent effort to interconnect except when the  
13 data suggests that there's something you don't  
14 like, like a negotiated rate for reciprocal  
15 compensation.

16 MR. HARRINGTON: Objection. That's not a  
17 question.

18 MR. HOGUE: It was styled as a question.

19 MR. HARRINGTON: No.

20 MR. WARD: Can you read it back, Denise?

21 (Pending question read as requested.)

22 MR. WARD: I guess that's more of a  
23 statement than a question. Do you want to make a  
24 question out of that somehow?

25 Q. (MR. HOGUE CONTINUING) It seems to me

1 that way. Doesn't it seem that way to you?

2 A. No, sir. And perhaps I could explain why.  
3 First of all, as we talked about yesterday, a  
4 wireless provider is not a wireline local exchange  
5 carrier, so we're not talking about similarly  
6 situated providers. We talked about the local  
7 calling area for CMRS providers being multiple  
8 states whereas we're talking about just the local  
9 calling area within Williston for reciprocal  
10 compensation in this case.

11 So I don't see them as comparable, and  
12 while that rate may exist in an agreement today,  
13 it's clearly going to change over time, so I don't  
14 see that as a compelling argument to impose a rate  
15 on a differently situated provider. So what we're  
16 recommending is bill-and-keep.

17 In the alternative, then let's do some  
18 benchmarking, and we provided the rates of all the  
19 other interconnection agreements with rural  
20 providers in North Dakota and said, Well, this is  
21 the range. Sure, 11 of them are zero, but -- we  
22 think the range should be zero, but somewhere  
23 between .2 -- two-tenths of a cent and four-tenths  
24 of a cent. Based on the averages, that's what we  
25 have in North Dakota. So I think that's more

1 relevant than a CMRS rate, is what I'm trying to  
2 get at.

3 MR. WARD: Mr. Gates, if the Commission is  
4 put in the position of setting a rate for this  
5 change -- assume that interconnection is going  
6 forward and a rate needs to be provided. If they  
7 felt that a transition to bill-and-keep with a  
8 glide path of some kind similar to what's being  
9 done in the other areas you talked about, have you  
10 looked at any analysis of what a reasonable glide  
11 path might be for transitioning from where they are  
12 today to maybe five or seven years from now when  
13 maybe bill-and-keep wouldn't be such a hardship on  
14 Missouri Valley? Is that something you've  
15 considered here?

16 THE WITNESS: I have not. And part of the  
17 reason is that the FCC and, I think, the industry  
18 generally -- well, I can't say that, we have a  
19 difference of opinion. But the FCC has  
20 specifically noted that bill-and-keep is not a  
21 hardship. The FCC says we're not telling them you  
22 can't recover your costs. We're just saying we're  
23 changing the source of the revenues. Now you're  
24 going to get them from your customers, Midcontinent  
25 and Missouri Valley, instead of intercarrier

1 compensation with implicit subsidies which has  
2 distorted the market over time. So there's not --  
3 they're still getting the money, it's coming from a  
4 different place.

5 MR. WARD: I understand the argument that  
6 bill-and-keep is not a hardship in the context of  
7 relatively equal usage on both sides, but I would  
8 anticipate, and I think Missouri Valley's fear is  
9 probably in the initial phase of this, a huge  
10 migration of its customers to Midcontinent, and  
11 during that time there may be an imbalance and it  
12 may be outside of the collar that we talked about.

13 Would it make any sense or does the PSC  
14 have any responsibility under federal law to see  
15 that the rural carrier is compensated during that  
16 transition phase until things equalize to where  
17 bill-and-keep is, you know, more acceptable?

18 THE WITNESS: Well, the FCC order has  
19 provided the access recovery charge mechanism which  
20 we talked about yesterday in my charts.

21 MR. WARD: Correct.

22 THE WITNESS: So even if their reciprocal  
23 compensation from 2011 goes to zero, even if their  
24 access charges go to zero, even if they lose a  
25 thousand lines in the first year after last year,

1 they're still going to get 95 percent of those  
2 intercarrier compensation revenues. So I think  
3 it's pretty hard for them to say that they're going  
4 to be harmed when they're going to get at least 95  
5 percent of the revenues from 2011 regardless of the  
6 effect of competition. And that doesn't include  
7 the proposed additional transition mechanism that  
8 Midcontinent has provided.

9 MR. WARD: Okay. Mr. Hogue.

10 Q. (MR. HOGUE CONTINUING) Mr. Gates, you  
11 said it's your interpretation of the FCC ruling  
12 that they're not telling the Missouri Valleys of  
13 the world they can't get that revenue from their  
14 local customers; right? They have that option,  
15 they can raise their local rates?

16 A. Well, yes, that's what the access recovery  
17 charge is, is that 50 cents -- 50 cents per  
18 customer for residential and a dollar per customer  
19 per month for business that is available in 2012  
20 and also the Connect America Fund, if that is  
21 insufficient.

22 Q. But, I mean, let's not get down to the 50  
23 cent. Let's talk on a high level. The FCC is of  
24 the view that we can go to this bill-and-keep and,  
25 because of these distortions and other gaining of

1 the system, bill-and-keep is more efficient and the  
2 local company with the local facilities can just  
3 charge their end users more to recover any lost  
4 revenue that is otherwise coming from intercarrier  
5 compensation?

6 A. Yes, they have that specific mechanism in  
7 place available to them. But it's capped. Excuse  
8 me, Mr. Hogue. It is capped at \$30 per line for  
9 residential, and the business amount is capped, as  
10 well.

11 Q. Would you concede, Mr. Gates, that a local  
12 rural company, a landline exchange that starts  
13 raising its local rates would see an acceleration  
14 of the loss of those landlines to a wireless  
15 subsidy?

16 A. Not necessarily, because I don't agree  
17 with the premise of it being a substitute. I think  
18 it's a complement. I mean, we all have wireless  
19 phones, and I don't think I could live without my  
20 wireless phone, but I still have my landline at  
21 home for my alarm circuits, my Internet and for  
22 other reasons.

23 Q. Mr. Gates, I'm not talking about you. I'm  
24 talking about, okay, there's 9 -- 9 to 10 thousand  
25 customers in Williston. Wouldn't you at least

1       concede that if you start raising their local  
2       rates, that some of them are price sensitive and  
3       they are going to drop their landlines?

4           A.     Some of them may be price sensitive and  
5       they may drop their landlines, or if they have a  
6       competitive alternative, they might move.

7           MR. WARD:   Have any studies been done on  
8       that?  I would assume that migration has already  
9       been taking place around the country.  Are there  
10      studies on the transition -- I mean, I know in my  
11      own family that I've got several -- my kids, my  
12      brothers and sisters that have chosen to give up  
13      their landline in favor of just using their cell  
14      phone for everything.

15           THE WITNESS:  Yes.

16           MR. WARD:  Is there -- I guess what I'm  
17      wondering about that is a couple things.  Is there  
18      any studies that tie that to sort of a financial  
19      pinch point with the landline like Mr. Hogue is  
20      alluding to?

21           Then the second question that I would have  
22      is, has there been any studies that have looked at  
23      whether that's already happened and to the extent  
24      that that's going to happen in a wave of people  
25      moving to cell phone exclusive use, has that

1 already happened?

2 I'm speculating as part of this that the  
3 people that keep their landlines are probably  
4 keeping them for reasons other than telephone.  
5 They're probably keeping them, like you said, for  
6 Internet access or if it's bundled with some other  
7 television or something -- benefit that they have.  
8 So anything you could enlighten me on those  
9 subjects would be helpful.

10 THE WITNESS: Sure. I think -- I had  
11 three points before my pen died. I think I have  
12 them. The first one was, are there any studies?  
13 You guys pick up on these things so quickly. Wow.

14 MR. HARRINGTON: I want it back.

15 THE WITNESS: I know. It's got your name  
16 on it. I guess I'm not going to get away with this  
17 one.

18 The studies issue. There is a study  
19 that's regularly relied upon by the Centers For  
20 Disease Control. The study actually is done for --  
21 more for health care reasons, but it does identify  
22 the percentage of consumers in the U.S. who have  
23 cut the cord, who have dropped their wireline  
24 service and are relying entirely on wireless. And  
25 that study -- I haven't looked at it in the last

1 few months, but it's over 20 percent today based on  
2 that study. And I'm not -- I'm not citing that for  
3 the veracity of the study because I would rather  
4 rely on other telecom-specific studies, but that is  
5 one that is regularly cited in telecommunications  
6 cases. So there is a --

7 MR. WARD: Does that study -- I'm assuming  
8 you've seen it or read it?

9 THE WITNESS: Yes.

10 MR. WARD: Is there some bubble that they  
11 anticipate or that's already taken place? Do they  
12 expect that to level off, decrease, increase, or  
13 has it already happened, has it declined? Do you  
14 understand what I'm saying? Does that make sense?

15 THE WITNESS: Yes, I do. What's the  
16 trend? Has it identified the trend? Did it  
17 forecast? Unfortunately, it's not that  
18 sophisticated. It's more factual. But the good  
19 news is we do have a trend over time based on that  
20 study and some other studies, so we know that it is  
21 going up. It hasn't leveled off yet, I don't  
22 believe.

23 MR. WARD: When we look at new entrants  
24 into the market, I'm assuming a lot, but I would  
25 think that a lot of the people moving into

1 Williston are -- at this time are kind of vagabonds  
2 in the sense that they follow the work. They  
3 probably -- they may have a landline back in  
4 Louisiana or wherever they come from, but they  
5 probably rely on their cell phone in this part of  
6 the country. Would that be a fair assumption, do  
7 you think?

8 THE WITNESS: Well, we know that Missouri  
9 Valley is struggling to meet demand for wireline  
10 service, so there clearly are people who want  
11 service who can't get it today.

12 MR. WARD: And, again, I'm speculating,  
13 but I'm thinking that that component is probably  
14 the people that are actually moving their families.

15 THE WITNESS: Yes, I would agree. There  
16 is a socioeconomic group, I think, in society,  
17 college-age kids, certain businesses, you know,  
18 maybe a landscape business, that doesn't  
19 necessarily need a landline and they might be able  
20 to rely more completely on wireless.

21 MR. WARD: But when does that group start  
22 to become the other group, you know, the college  
23 kids? Things are different now obviously than when  
24 most of the people in this room went to college,  
25 but certainly at some point when you begin to raise

1 a family, or whatever, you settle into a place, you  
2 probably got your landline then if you didn't have  
3 one before, but are these kids that have grown up  
4 with cell phones, texting in their cars and doing  
5 all those things we don't want them to be doing, do  
6 they at a point cross over into the more  
7 traditional landline community, or do they never go  
8 there? Do you know that? I mean, are there  
9 studies on that?

10 THE WITNESS: There are -- there might be.  
11 You know, the Pugh Group does a lot of interesting  
12 studies about Internet and societal issues, but I  
13 think we will be able to make that move away from  
14 wireline to wireless if and when the devices become  
15 sophisticated enough that we can print from these  
16 types of devices, that we can get truly high-speed  
17 data downloads to these devices. They're still  
18 kind of inconvenient for me, for instance, to read  
19 a brief or an FCC order on this, and it may be my  
20 old eyes, but it's still pretty hard.

21 MR. WARD: For the record, you're  
22 indicating a smartphone?

23 THE WITNESS: Yes, I am. I'm sorry.  
24 Thank you, Your Honor. You know, Ipads are a  
25 little bit bigger, they're a little more

1 utilitarian in terms of actually reading. So I  
2 think within the next ten years we will probably  
3 have a device that is completely functional enough  
4 to allow for printing, for high-speed downloads, to  
5 actually interact with machine, maybe via Dragon  
6 for voice recognition. Kind of like the old days  
7 when we had Dictaphones, and now we have Dragon so  
8 we can just talk into the device. We now have Siri  
9 with the Iphone. I can put it up to my ear and ask  
10 Siri to send a message to my wife and she says,  
11 "What is the message?" And then I leave the  
12 message, and she says, "Is this correct?" And I  
13 say, "Send." So we're getting closer.

14           We're not there yet. I don't think we'll  
15 approach 50 percent of the market in the next ten  
16 years because there's still a remaining need for  
17 big, high-powered computing devices, printing  
18 capability, storage, data manipulation that we  
19 still can't quite get on the Ipads and smartphones.

20           But do I see the wireless leveling off?  
21 I'm not sure. I think so in the next few years. I  
22 don't think we're going to continue on this upward  
23 trend. But really that has no effect on this  
24 interconnection agreement because that wireless  
25 issue is different.

1           Now, where it does affect consumers in  
2 Williston is that the FCC recognized in its  
3 declaratory ruling and in its intercarrier  
4 compensation in USF Transformation Order that  
5 access lines -- the number of access lines is  
6 declining. They specifically point to BOIP, to  
7 wireless, to all this intermodal competition, and  
8 that's why they said we've got to get away from  
9 these implicit subsidies in these high  
10 interexchange -- or excuse me -- the carrier  
11 compensation rates so that we can compete based on  
12 the market instead of trying to extract moneys from  
13 each other. So the consumers can make a buying  
14 decision based on the true economic factors as  
15 close as we can get to it of buying a service  
16 instead of having all these implicit subsidies.

17           In fact, in my testimony at page 34, Your  
18 Honor, I cite to the FCC order. It says, providers  
19 will recover their costs, quote, from its own end  
20 users or from explicit support mechanisms such as  
21 the federal universal service support mechanism.  
22 And then they go on to say, Under bill-and-keep,  
23 success in the marketplace will reflect a carrier's  
24 ability to serve customers efficiently, rather than  
25 its ability to extract payments from other

1 carriers.

2 And that's what I'm seeing here. This  
3 three-cent rate just isn't cost based. It is  
4 exorbitant. It's much higher than other rates  
5 currently in effect, and we know we're going to  
6 bill-and-keep, so why maintain these competitive  
7 distortions when we can go to bill-and-keep?

8 MR. WARD: I guess the question that I  
9 need to know is, how do I determine in this  
10 particular case whether the PSC should be using a  
11 rate that's the three-cent rate versus the  
12 bill-and-keep rate versus something in between, or  
13 whether that should be stepped in similar to what  
14 the FCC is recommending in other areas? What  
15 factors do I need to consider in looking at that?  
16 Is one of those factors the impact on this  
17 migration of customers that's likely to happen to  
18 Missouri Valley? Is that a factor that the PSC is  
19 supposed to consider under federal law or state  
20 law?

21 THE WITNESS: No, that has never been an  
22 issue in interconnection arbitrations, the fact  
23 that one carrier is going to lose some customers  
24 and another carrier might win, because over time  
25 customers are going to go back and forth. I have

1 friends that change regularly every few months to  
2 take advantage of specials or discounts or, you  
3 know, buy now and you get two months free, so  
4 they're switching back and forth, and that's what  
5 we want. We want consumers to do that.

6 MR. WARD: But is it different in the  
7 context where one of the carriers is more or less  
8 duty bound to provide that service in a geographic  
9 area? Does that change that equation at all?

10 THE WITNESS: No, Your Honor, not at all,  
11 because that's always been the case with  
12 interconnection arbitrations. It's always a  
13 competitive provider with an incumbent. Right? I  
14 mean, that's the way it's always been.

15 The only time the economic issue comes up  
16 is when a carrier is trying to eliminate the rural  
17 exemption, and then you have the burden of showing  
18 this undue economic burden on the incumbent. It's  
19 not an issue in this case. It just isn't,  
20 despite --

21 MR. WARD: That's what I needed to know.  
22 That's what I wanted to hear from you, and I'll let  
23 the other side address that issue.

24 THE WITNESS: I didn't finish all of your  
25 points, but hopefully --

1 MR. WARD: Well, if you've got them noted  
2 down there, I probably lost track of what they are.  
3 If you've got an answer, you know the question.

4 THE WITNESS: That's okay. We'll go  
5 ahead.

6 MR. WARD: Okay.

7 Q. (MR. HOGUE CONTINUING) Mr. Gates, we've  
8 talked about potential loss of access revenue, and  
9 I think I understand your testimony that you think  
10 Missouri Valley is going to be made whole. We've  
11 talked about the reciprocal compensation revenue  
12 and why you don't think there should be any amount,  
13 but the fact remains, does it not, that the major  
14 component of lost revenue for Missouri Valley that  
15 will result from this interconnection agreement is  
16 the resale revenue that it is getting directly from  
17 Midcontinent for reselling those lines -- those  
18 2,100 lines to Midcontinent; correct?

19 A. Let me apologize right upfront for not  
20 answering directly, but in your -- in the beginning  
21 I think you mischaracterized my testimony. You  
22 said that I've stated that Missouri Valley is being  
23 kept whole. That was not my testimony. I think I  
24 might have said in the first year they will be more  
25 than kept whole because of the ACF and the

1 Midcontinent proposal, but I have laid out in my  
2 testimony the ACF and the access recovery mechanism  
3 which says you'll get 95 percent of the previous  
4 year's. So I just wanted to point that out because  
5 I want to answer your questions, but when you  
6 premise it with all of this characterization, I  
7 just felt the need to explain that.

8 Q. Okay.

9 A. Now, if you could ask me the last part of  
10 your question again, I will try to give you a  
11 yes-or-no answer.

12 Q. Okay. Missouri Valley is receiving from  
13 Midcontinent approximately \$700,000 per year for  
14 reselling to Midcontinent its access lines; is that  
15 true?

16 A. I don't know that number, but I would  
17 accept it subject to check.

18 Q. And as these lines are transitioned, when  
19 the physical interconnection occurs and the numbers  
20 are ported over to Midcontinent, that revenue goes  
21 away; correct?

22 A. Yes.

23 Q. Have you done any estimates on the amount  
24 of revenue that Missouri Valley might expect to  
25 receive if the reciprocal compensation was the 3.1

1 cents per minute?

2 A. Did I try to determine the minutes  
3 exchanged between the parties? No, I did not do  
4 that analysis.

5 MR. HOGUE: That's all that I have.

6 MR. WARD: Mr. Harrington.

7 MR. HARRINGTON: I just have one thing.

8 **REDIRECT EXAMINATION**

9 **BY MR. HARRINGTON:**

10 Q. The arbitrator asked you about the  
11 possibility of adopting a glide path where  
12 reciprocal compensation starts off at one level and  
13 works its way down over time to a bill-and-keep  
14 level. What I would like to know is if you think  
15 that a reasonable starting point, if the Commission  
16 adopted the glide path, would be four-tenths of a  
17 cent per minute based on the information you have.

18 A. Yes. Actually on page 39 of my testimony,  
19 that's where I developed that average, that's how  
20 you come up with that four-tenths of a penny, and,  
21 kind of surprisingly, that's also -- from years ago  
22 that's the proxy rate for termination that the FCC  
23 identified.

24 But, yes, I mean, if you're going to  
25 start, I think four-tenths of a penny is certainly

1 preferable to three cents, and it reflects from a  
2 benchmarking perspective, which we use in  
3 telecommunications -- reflects rates currently in  
4 effect in North Dakota for similarly situated  
5 carriers, unlike a CMRS provider.

6 MR. HARRINGTON: Nothing further.

7 MR. WARD: Mr. Hogue?

8 MR. HOGUE: I have nothing.

9 MR. WARD: Let me just check my notes  
10 before we let him go.

11 In the list of open issues at the  
12 beginning of the proceeding that I understand are  
13 still open issues, the one that I'm not sure we've  
14 addressed is -- it's on page 2 of the list of open  
15 issues, the one that's got the yellow highlighting.

16 THE WITNESS: Is that this?

17 MR. HARRINGTON: Yes, it is.

18 MR. WARD: Okay. Paragraph 2.2, to  
19 indicate that impasses concerning changes to  
20 interconnection are not subject to dispute  
21 resolution provisions of the general terms and  
22 conditions, pricing should be set in attachment for  
23 nontariffed services and should not be subject to  
24 change at a party's discretion. Can you address  
25 that for me?

1           THE WITNESS: Yes. The intent of an  
2 interconnection arbitration is to agree on and  
3 settle the rates, terms and conditions associated  
4 with interconnection. Obviously one of the big  
5 issues is the pricing. And there are certain  
6 activities for which Midcontinent will pay tariffed  
7 rates and there are other activities for which  
8 Midcontinent will pay reciprocal compensation  
9 rates, whether that's a specific rate or  
10 bill-and-keep. And this is an attempt to state  
11 that if this Commission changes a tariffed rate and  
12 Midcontinent is paying the tariffed rate, then they  
13 would pay -- obviously pay that rate and not  
14 dispute it. But once the rates are in the  
15 interconnection agreement, they should not be  
16 changed unilaterally by either party. So whatever  
17 the interconnection rates are for reciprocal  
18 compensation or maybe for facilities or something  
19 else, those rates are in the agreement and they  
20 stay in effect unless and until the agreement is  
21 modified.

22           And, Your Honor, this is pretty common.  
23 If you look in the Missouri Valley position, number  
24 5 there, it says modifying the pricing attachment  
25 to add a reference to tariffed rates. This is

1 always a problem when you refer to other documents  
2 in an interconnection agreement, because, you know,  
3 we enter into a contract with an interconnection  
4 agreement, and to the extent the contract refers to  
5 other documents, it allows changes outside of this  
6 contract to impact the rates and the terms and the  
7 conditions.

8 So we dealt with this at length for years  
9 with Qwest, CenturyTel and others where they had a  
10 service guide that had pricing guidelines and terms  
11 and conditions and service delivery dates and they  
12 wanted to just refer to that. Well, that document  
13 is not approved by the Commission, so that was the  
14 concern and most states said, yes, you can't just  
15 refer to other documents to effect your  
16 interconnection agreement. The rates and terms  
17 have to be in the interconnection agreement spelled  
18 out specifically.

19 MR. WARD: There's also in paragraph 2  
20 that starts on the first page of that same block,  
21 it says, Addition of language to the  
22 interconnection agreement, new Section 2.2 to  
23 indicate that impasses concerning changes to  
24 interconnection are not subject to dispute  
25 resolution provisions of the general terms and

1 conditions. Response, Midcontinent does not accept  
2 this change. Can you enlighten me at all on that  
3 issue?

4 THE WITNESS: I just found it, Your Honor.  
5 I'm sorry. Could I read it?

6 MR. WARD: Yep.

7 THE WITNESS: Thank you. Yes. As I said  
8 a minute ago, once this agreement is approved by  
9 the Commission, it's a contract between the two  
10 parties. And what Missouri Valley is proposing is  
11 that the dispute resolution provisions in the  
12 agreement, which, of course, are really important  
13 because over time carriers do disagree about things  
14 and there are provisions in the agreement that say,  
15 okay, if we have a disagreement, this is how it  
16 will be resolved. And what they're indicating is  
17 that impasses, if they can't agree on the  
18 interconnection, itself, those are not subject to  
19 the dispute resolution provisions in the ICA, the  
20 interconnection agreement. And there's no reason  
21 to take something that's absolutely fundamental to  
22 the exchange of traffic, which is the physical  
23 linking of the two networks, the interconnection,  
24 that definitely has to be -- if there's a dispute,  
25 it has to be subject to these dispute resolution

1 provisions. And to take it out kind of eviscerates  
2 the efficacy of the contract, how do you resolve it  
3 otherwise?

4 MR. WARD: Anybody want to follow up on  
5 that?

6 MR. HOGUE: No.

7 MR. WARD: Mr. Harrington?

8 MR. HARRINGTON: No, Your Honor.

9 MR. WARD: That's all I have. He is free  
10 to step down if you're done with him.

11 THE WITNESS: Thank you, Your Honor.

12 MR. WARD: Thanks, Mr. Gates.

13 Mr. Harrington, do you have any more  
14 witnesses?

15 MR. HARRINGTON: We have at this point no  
16 further witnesses.

17 MR. WARD: Okay. Mr. Hogue, are you ready  
18 to proceed?

19 MR. HOGUE: Yes. I'll call Mr. Mike  
20 Kilgore, please.

21 (Discussion had off the record.)

22 (Recess taken.)

23 MR. WARD: Okay. Mr. Kilgore, before we  
24 get started with your testimony, I'm required by  
25 law to advise you of the law regarding perjury in

1 the State of North Dakota. Perjury is a false  
2 statement under oath of a material fact made by a  
3 person who knows or does not believe the statement  
4 to be true at the time it is made. Perjury is a  
5 Class C felony. A Class C felony is subject to a  
6 maximum penalty of five years imprisonment, a fine  
7 of \$5,000, or both may be imposed. Having been  
8 advised for the penalty for perjury, please raise  
9 your right hand so the court reporter can  
10 administer the oath.

11 **MIKE KILGORE,**

12 being first duly sworn, was examined and testified  
13 as follows:

14 MR. WARD: Mr. Hogue.

15 **DIRECT EXAMINATION**

16 **BY MR. HOGUE:**

17 Q. Mr. Kilgore, would you please state your  
18 full name and your business address?

19 A. My name is Mike Kilgore. I'm the general  
20 manager of Missouri Valley Communications and my  
21 business address is Scobey, Montana.

22 Q. Do you have a copy of Exhibits 15 to 18 in  
23 front of you?

24 A. Which ones are the exhibits?

25 Q. What you're holding there.

1           A.     Yes, I do.

2           Q.     Can you identify that for us?

3           A.     Yes.   That's the direct testimony of Mike  
4 Kilgore on behalf of Missouri Valley  
5 Communications.

6           Q.     Now, were there -- Exhibits 15 through 18  
7 for identification that you have in front of you,  
8 is that different than the prefiled testimony that  
9 was submitted and filed in this case last week?

10          A.     Yes, it is.

11          Q.     Could you explain to us the differences  
12 between what was filed and what you have in front  
13 of you?

14                 MR. WARD:   Mr. Hogue, I'm confused.   The  
15 prefiled Exhibits 15 through 18 were the  
16 interconnection agreement, which was Attachment 1  
17 to Mr. Kilgore's direct testimony, 16 was the  
18 Williston exchange area map, 17 was the access line  
19 graph and 18 was the impact analysis document.   Are  
20 we -- what are we doing here?   Are we re-marking  
21 those?

22                 MR. HOGUE:   I'm sorry.   14.   14 through  
23 18.

24                 MR. WARD:   Okay.   Okay.

25                 MR. HOGUE:   Prefiled with the attachments.

1 MR. WARD: So at the moment are we talking  
2 about 14, his prefiled direct testimony?

3 THE WITNESS: Would you like to change  
4 that?

5 MR. HOGUE: Yeah.

6 MR. WARD: So, as I understand, you're now  
7 questioning him about Exhibit 14, which is the  
8 prefiled testimony; is that correct?

9 MR. HOGUE: 14 through 18.

10 MR. WARD: Okay. And you're going to ask  
11 him about some specific changes to Exhibit 14? Can  
12 we do them one at a time so --

13 MR. HOGUE: Sure.

14 MR. WARD: Okay. Let's start with 14.

15 Q. (MR. HOGUE CONTINUING) Mr. Kilgore, can  
16 you identify for us the changes that you made to  
17 Exhibit 14?

18 A. First, there was testimony that was  
19 deleted as it was excluded from evidence, starting  
20 on page 1, line 24 through line 2 of page 2.

21 MR. WARD: Okay.

22 THE WITNESS: Lines 5 -- portions of lines  
23 5 and 6, I believe, on page 2 you will see  
24 stricken. And on page 5, lines 5 and 6 have been  
25 stricken -- portions.

1           MR. HARRINGTON: Your Honor, we'd be  
2 willing to save time by saying that we stipulate  
3 that we reviewed the document as provided and it's  
4 consistent with the order. We don't feel the need  
5 to make him go through every page.

6           MR. WARD: Are there any other changes in  
7 the document?

8           MR. HARRINGTON: But we do have one  
9 question.

10          MR. WARD: Okay. You go ahead.

11          MR. HARRINGTON: Exhibit 1, which would be  
12 Attachment 1, which would be Exhibit 15, also is  
13 deleted; is that correct?

14          MR. HOGUE: Yeah, that was struck as per  
15 the --

16          MR. HARRINGTON: Right. Okay.

17          MR. HOGUE: So that's completely removed  
18 instead of overstriking the whole --

19          MR. HARRINGTON: Right. That's fine. So  
20 with that, we would be happy to stipulate. They've  
21 done what you've ordered.

22          MR. WARD: Okay.

23          MR. HARRINGTON: I don't see any reason to  
24 make you go through the whole document.

25          MR. WARD: Yeah, but one question that I

1 have is, are there any additional changes other  
2 than what the Court struck from his prefiled  
3 testimony?

4 MR. HOGUE: There are -- there is.

5 MR. WARD: Let's talk about that. Let's  
6 just assume that the testimony -- that the  
7 testimony that the Court ruled with the motion to  
8 strike is out of there, so anything else that we  
9 need to do for housekeeping on the exhibit?

10 Q. (MR. HOGUE CONTINUING) Mr. Kilgore, did  
11 you make changes to Exhibit 18, the impact  
12 analysis, that was included in your prefiled  
13 testimony?

14 A. Yes. That attachment was also updated.

15 Q. And can you tell us what those updates are  
16 or were?

17 A. Certainly. First, the purpose of this  
18 particular spreadsheet is to illustrate the  
19 potential losses due to the resale revenue as well  
20 as the access revenue. That's the primary purpose  
21 of this spreadsheet in my testimony.

22 Secondly, as it pertains to what was  
23 changed, on a projected basis, for example, the  
24 network access revenue was originally at 15.96  
25 percent, and as we all know -- due to the FCC's

1 recent order, we know what the long-term future is  
2 of access over the next nine years. We know that  
3 is going to zero, so we did not feel it was  
4 appropriate to leave the 15.96 growth rate in  
5 there. So you'll see that we changed that forecast  
6 to zero to keep it consistent with the USF order.

7 We also found that on the operating  
8 expense portion of this, there was an anomaly in  
9 the 2007 and 2008 time frame that was related to a  
10 depreciation expense. And, again, it was an  
11 anomaly, and at that point in time I was not in the  
12 position that I am in now and my CFO was not  
13 employed by our company at that time, either. So,  
14 unfortunately, I can't explain why we had that  
15 anomaly of that depreciation expense. But what you  
16 will see is that the operating expense forecast has  
17 been changed to 2.24 percent, which, of course,  
18 impacts other calculations within this spreadsheet.

19 But, again, for the purposes of my  
20 testimony, it is solely focused on this network  
21 access component as it pertains to the resale  
22 product as well as the access revenue associated  
23 with those lines. That is the purpose of this  
24 exhibit in my testimony.

25 MR. HARRINGTON: I'm going to have to

1 object to this. It's one thing to get something  
2 like this in the testimony. This is consistent  
3 with what was provided to us earlier in discovery.  
4 I am now asked to look at a financial analysis and  
5 have a minute and a half to decide the accuracy of  
6 it or the inaccuracy of it. He's added a complex  
7 factor to it, which is the impact of the FCC's  
8 order, which requires significant analysis. It's  
9 not practical to cross him on this new exhibit  
10 because there's no way to evaluate in the time  
11 that's available to us. I think we have to stand  
12 by the original exhibit. I don't think it can be  
13 revised.

14 MR. HOGUE: I disagree. I mean, he's  
15 changed two assumptions. There's four assumptions  
16 in the spreadsheet and all the assumptions do is  
17 change the math. They don't change --

18 MR. WARD: He's changed two of the four  
19 assumptions on a spreadsheet. Yes, that's right,  
20 he's changed half of the assumptions.

21 MR. HOGUE: And the testimony yesterday  
22 from Mr. Gates is that the FCC order is causing a  
23 significant decline in access revenues for all  
24 carriers, and that's what this -- this exhibit  
25 conforms to the evidence that was presented

1 yesterday.

2 MR. HARRINGTON: It's still unreasonable  
3 to surprise us in this way. It's unreasonable to  
4 change the operating expense forecast in  
5 particular, which we've had no chance to do  
6 discovery on, was not discussed yesterday. It's  
7 inappropriate and it prejudices us to have to  
8 respond to this new -- effectively new analysis  
9 today.

10 MR. WARD: Well, what I would say about  
11 this is, I'm going to allow -- I'm not necessarily  
12 going to admit the exhibit yet. I think what I  
13 would like to do is start with Mr. Kilgore's  
14 testimony, and when we get to questions about  
15 Exhibit 18, we'll allow you to question about the  
16 exhibit as it was, as you saw it, and then we will  
17 allow the -- they can talk about why the changes  
18 are being made. It sounds to me like it's being  
19 made in reaction to testimony that's already been  
20 provided at least in part. We can kind of factor  
21 all that into the analysis as we look at it, but I  
22 do think we want to have a discussion of this  
23 document, at least as it originally came in and why  
24 these changes are being made.

25 So I'm going to allow the exhibit, but I'm

1 going to allow you to question about it, you know,  
2 both as it was and as it is so that I have some  
3 idea what exactly it's about.

4 MR. HARRINGTON: We'll note an exception  
5 to this. I think it's really prejudicial. But we  
6 understand your ruling.

7 MR. WARD: That's fine. Okay. Mr. Hogue.

8 Q. (MR. HOGUE CONTINUING) Are there any  
9 other changes, Mr. Kilgore, to Exhibits 14 through  
10 18?

11 A. Yes. The access line graph that I believe  
12 is Attachment No. 3 that is also on the easel here.

13 Q. Exhibit 17?

14 A. The corrections on that graph, instead of  
15 February of 2012, that time frame should reference  
16 March of 2012. In addition, the total access lines  
17 should represent 9,418 instead of 9,352, and the  
18 Missouri Valley access lines should represent 7,312  
19 instead of 7,246. The Midcontinent access lines,  
20 resale lines remains the same, and this was just  
21 simply due to the timing of when the data was  
22 collected and I wanted to make sure that all  
23 parties had access to the correct information on  
24 the same time frame of March of 2012.

25 Q. Any other changes, Mr. Kilgore?

1           A.    I believe -- I don't know exactly where  
2           it's at, but I believe also in my written testimony  
3           there's reference to these numbers, as well.

4           Q.    But you believe the numbers that are as  
5           presented in Exhibit 17, the graph, are the  
6           accurate numbers?

7           A.    That's correct.

8           Q.    Through March of 2012?

9           A.    That's correct.

10           MR. WARD:   So am I correct in  
11           understanding then there is going to be -- this  
12           Exhibit 17 is different than the prefiled Exhibit  
13           17?

14           MR. HOGUE:   It is different, Your Honor,  
15           in the sense that it carries --

16           MR. WARD:   Forward a month?

17           MR. HOGUE:   -- to March of 2012.

18           MR. WARD:   So are we going to actually put  
19           in the new one in place of the one that was  
20           prefiled?

21           MR. HOGUE:   I gave Your Honor the complete  
22           set.

23           MR. HARRINGTON:   We have no objection to  
24           that one.

25           MR. WARD:   Anything else, Mr. Hogue?

1           MR. HOGUE: I would offer Exhibits 14  
2 through 18.

3           MR. HARRINGTON: Not 15?

4           MR. HOGUE: Except for -- you're right.  
5 Except for 15, which has been excluded.

6           MR. HARRINGTON: With our objection noted  
7 to the exhibit concerning their financials.

8           MR. WARD: I'm going to receive Exhibit  
9 14, 16 and 17.

10           I'm going to not necessarily receive  
11 Exhibit 18 at this point, but I'm going to allow  
12 you, when he gets to that point in his testimony,  
13 to voir dire him on that document, and then I'll  
14 reserve my ruling until then. Okay?

15           MR. HARRINGTON: Okay.

16           Q. (MR. HOGUE CONTINUING) Mr. Kilgore, I  
17 want to walk you through the issues that the  
18 arbitrator has been interested in and, in fact,  
19 he's identified some issues in a memorandum that he  
20 sent to counsel for the parties. Have you seen  
21 that memorandum or that list of issues?

22           A. I believe I have.

23           Q. One of the first issues that he would like  
24 evidence on is the effective date of the  
25 interconnection, and parenthetically he says 60

1 days stay from court or PSC required versus delayed  
2 effective date. Do you believe that the arbitrator  
3 should recommend to the Commission that there is a  
4 delayed effective date of the interconnection  
5 agreement pending judicial review?

6 A. I do, based upon -- I think there are  
7 obviously differences. That's why we are here  
8 today. There are differences between the two  
9 parties. But I don't think we can overlook what  
10 this is really all about, and that is providing  
11 service to the consumers, so ultimately I believe  
12 that any decisions that are made should be made  
13 with the interests of the consumers put first.  
14 Therefore, I do believe that there should be a  
15 delay so we can minimize the impact to the  
16 consumers of the Williston area.

17 Q. How will a delay be beneficial to the  
18 consumers of the Williston area?

19 MR. HARRINGTON: May I -- I'm going to  
20 interject. The testimony on this point is simply a  
21 statement that there should be a delay. I'm all  
22 right with a little bit of explanation, but to the  
23 extent that the live testimony goes significantly  
24 beyond the direct, I'm going to object to it.

25 MR. WARD: I'm going to overrule the

1 objection. I think we're getting into some of the  
2 nubs of the matter. Now, I'm also anticipating  
3 briefs from the attorneys -- in the closing briefs  
4 on this issue of whether or not a stay can be  
5 granted or should be granted, whether that should  
6 be decided by the PSC or by whatever court the  
7 matter is brought to as the next level. Those are  
8 legal issues, but there are factual issues that I  
9 would like to know some background on, how, you  
10 know, implementation would work.

11           Given the fact that Mr. Gates, in response  
12 to several of my questions yesterday, did talk  
13 about interconnection in particular, I'm going to  
14 allow you to question in this regard.

15           MR. HARRINGTON: Your Honor, I understand.  
16 What I'm concerned about is in areas where they had  
17 specific opportunities to provide testimony and did  
18 not choose to do so, supplementing the testimony  
19 live, and, again, the prejudicial situation where  
20 we don't have the opportunity to respond. I don't  
21 object obviously to anything that relates to  
22 questions you've asked, but I am concerned that  
23 we're going to get justifications that we did not  
24 have any chance to respond to that they've decided  
25 to put in the record themselves because they didn't

1 put them in their direct testimony.

2 MR. HOGUE: No, I couldn't disagree more,  
3 Your Honor. The arbitrator issued a memorandum  
4 prior to a conference call several days ago, and as  
5 I read the memorandum, it was to get the parties to  
6 refocus, because the arbitrator looked through the  
7 prefiled testimony and observed that the parties  
8 hadn't necessarily focused on the issues that the  
9 arbitrator wanted us to focus on. So now here we  
10 are in live testimony, and these witnesses are  
11 entitled to address the issues that the arbitrator  
12 wants to address regardless of whether you covered  
13 them in your prefiled testimony or Missouri Valley  
14 covered them in their prefiled testimony.

15 MR. HARRINGTON: My concern, in all  
16 honesty, is that they're issues that are covered in  
17 the testimony, this issue and several others, that  
18 now you're going to go beyond what was in that  
19 testimony. I don't object at all to covering  
20 issues raised by the arbitrator, but I do object to  
21 going well beyond the testimony that was already  
22 provided on issues that you've already provided  
23 testimony on. That's all I'm saying.

24 MR. WARD: Okay. Mr. Harrington, your  
25 objection is noted. It's overruled.

1           You may proceed, Mr. Hogue.

2           Q.     (MR. HOGUE CONTINUING) Mr. Kilgore, why  
3 do you believe that it's beneficial to the  
4 consumers for either the arbitrator or the  
5 Commission to grant some type of stay pending  
6 judicial review?

7           A.     I believe it was -- as stated through the  
8 porting process yesterday by Midcontinent's -- one  
9 of Midcontinent's witnesses, that the porting  
10 process and the conversion from a customer from the  
11 resale platform to the facilities-based platform of  
12 Midcontinent's would require an actual physical  
13 conversion of the wires at the customer prem. In  
14 the industry we call that a lift and lay process;  
15 that is, lifting the wires physically off of the  
16 existing network interface device, or NID, that  
17 belongs to Missouri Valley. Those wires tie the  
18 inside wiring where on the end of those wires the  
19 telephone sets reside. That inside wire needs to  
20 be lifted from that NID of Missouri Valley's and it  
21 needs to be laid on the NID of Midcontinent's.  
22 While those wires are lifted there will be no dial  
23 tone on those telephone sets inside that home.

24                     In order to ensure that public safety is  
25 kept first, again, thinking of the consumer, we do

1 not want to leave those customers without dial tone  
2 because of our conversion process. So this most  
3 likely will have to be a coordinated conversion  
4 between Missouri Valley and Midcontinent and also  
5 the customer. If we were to proceed with this  
6 process, we would interrupt them on at least one  
7 occasion to complete the conversion.

8 If we pursued judicial review and if we  
9 were successful, we would then have to go and redo  
10 that process again to switch those customers from  
11 Midco back to Missouri Valley. I think that's an  
12 inconvenience for that customer and I don't think  
13 it's a wise use of time and resources by either of  
14 the parties.

15 Q. Well, let's talk about resources.  
16 Obviously it's just going to cost more money to do  
17 it, I assume, because if you have to do it and then  
18 undo it, that incremental cost of undoing it will  
19 burden both parties. Is that a fair assumption?

20 A. Right. I consider that rework a waste.

21 Q. Are you -- you say in the likely event it  
22 has to be a coordinated event, and I'm wondering,  
23 do you have a way of knowing how many of these  
24 events that Midcontinent can handle if there was to  
25 be some type of scheduling of it?

1           A.    I believe the question was asked yesterday  
2           and they responded that they did not know how many  
3           employees they have in Williston, so I could not --  
4           without understanding their resource availability  
5           in Williston, I could not answer that question or  
6           begin to answer that question.

7           Q.    You heard Mr. Gates testify both yesterday  
8           and today about the process -- 30-day process to do  
9           the engineering, to get the engineers to do the  
10          physical interconnection. Does that seem plausible  
11          to you?

12          A.    Not in the Williston market, no, sir.

13          Q.    Why not?

14          A.    Our engineering department are fully taxed  
15          right now. We also have engaged multiple  
16          consulting engineering firms to assist us with the  
17          workload due to the explosive growth due to the oil  
18          activity in Williston. I think under an ideal  
19          situation in which work -- imagine work just  
20          entering a production line, if you will, would this  
21          work -- would this engineering work order take  
22          precedence over the 50-plus work orders that are  
23          being worked there today that support the oil boom?

24                    I think that would be an unreasonable  
25          request to think that the last order in should be

1 the first order worked. We all understand the  
2 explosive growth in Williston and how difficult it  
3 is to keep up with all levels of activity in  
4 Williston. We all understand that. Yet I think it  
5 is unreasonable to think that the first work order  
6 that comes to us from Midco relating to  
7 establishing physical interconnection would be the  
8 first order of work by engineering staff. I don't  
9 know why other customers who have been waiting, as  
10 they've indicated, for service longer than they  
11 have, why Midco would now all of a sudden have  
12 precedence over that.

13 Q. Are you able to -- these personnel that  
14 will have to do these -- port these numbers over,  
15 are you able to hire all the personnel that you  
16 want to do that work?

17 A. No. No.

18 Q. Why not?

19 A. Well, number one, it would be temporary,  
20 right. This process, once we agree upon a set  
21 number of orders in which we will work in a given  
22 day or week, that is a -- that is a -- it's not an  
23 infinite amount of work --

24 MR. HARRINGTON: Your Honor --

25 THE WITNESS: -- it's finite.

1           MR. HARRINGTON: Your Honor, if there's  
2 going to be more questions on this, this sounds  
3 like we're talking about the number of ports per  
4 day, and that was struck.

5           MR. WARD: I think there's more to it than  
6 that. I'm just going to let it go.

7           MR. HARRINGTON: But if we get into that  
8 territory, I'm going to object again, Your Honor.

9           MR. WARD: Okay.

10          THE WITNESS: Could you repeat that,  
11 please, David?

12          MR. HARRINGTON: I think he finished his  
13 answer.

14          THE WITNESS: I don't believe I did.

15          Q. (MR. HOGUE CONTINUING) Well, the question  
16 is, you know, is it a matter -- why don't you just  
17 go out and hire more people to get this done?

18          A. I can't do that. Number one, for example,  
19 there will be work that's required in the central  
20 office switch, in the Nortel DMS-100. That's the  
21 manufacturer of the switch that we have in our  
22 central office. That type of work requires an  
23 experienced and knowledgeable technician. It takes  
24 years to train the technician to be skilled on that  
25 particular network element.

1           Those skills, by the way, are also a dying  
2           breed because of the legacy technology. There are  
3           not many DMS technicians around, and, again, you're  
4           not going to hire in a highly skilled technician  
5           into a union environment for a short period of time  
6           to complete the finite amount of work, such as  
7           2,100 service orders.

8           MR. HARRINGTON: Again, I'm going to  
9           ask -- now, we're talking about how long it takes  
10          to do 2,100 service orders. The proposal to extend  
11          the time period that they put in their testimony  
12          was struck, so I think this is beyond the scope  
13          now.

14          MR. HOGUE: I'm going to object to the  
15          objections because I think the arbitrator has twice  
16          addressed the issue and we're trying to respond to  
17          the specific issues the arbitrator has raised, and  
18          I object to the argumentative nature of his  
19          objections at this point.

20          MR. WARD: Well, he's certainly got the  
21          right to object. I'm going to let it go a little  
22          bit further. This is -- I mean, this is sort of  
23          the nub of some of the issues that I think are  
24          going to be important in implementation. So I'm  
25          going to allow it.

1           Q.     (MR. HOGUE CONTINUING)  Mr. Kilgore, you  
2 mentioned the DMS-100 switch.  Is that a Nortel  
3 switch?

4           A.     Yes, sir, it is.

5           Q.     And when you say "dying breed," Nortel  
6 is -- did they go through bankruptcy?  Are they --

7           A.     They did go through bankruptcy.

8           Q.     Are they still providing technical  
9 assistance on your switch?

10          A.     The voice switch business of Nortel was  
11 sold off to a company called GENBAND.  GENBAND is  
12 now trying to support that, but they have  
13 manufacturer -- the manufacturer discontinued the  
14 support of the Nortel DMS family of products so  
15 that will be phased out over the next couple of  
16 years.

17          Q.     It's my understanding, and correct me if  
18 I'm wrong, but you don't just -- you've got a core  
19 group of employees, but you don't just let anybody  
20 get in and around your switch, do you?

21          A.     Absolutely not.

22          Q.     There are select few people that do the  
23 switching work?

24          A.     Correct.  In Williston only two central  
25 office technicians physically touch that switch.

1 Q. And you can't go in and do the switching?

2 A. Nor would you want me to go in.

3 MR. WARD: Do -- the people that do the  
4 central office switching, they're not the same  
5 people that go out and hook up new customers that  
6 are calling, are they?

7 THE WITNESS: No, sir, they are not.

8 MR. WARD: They're usually standing by  
9 that switch?

10 THE WITNESS: Correct. They sit in what  
11 we call the map room, the maintenance screen, if  
12 you will, within the central office.

13 Q. (MR. HOGUE CONTINUING) Mr. Kilgore, if  
14 either the arbitrator recommended or the Commission  
15 granted a stay pending judicial review, would  
16 Missouri Valley commit to seeking judicial review  
17 within 30 days?

18 A. Could you repeat that, please, David?

19 Q. If either the arbitrator recommended the  
20 stay pending judicial review or the Commission,  
21 itself, granted a stay, would you on behalf of  
22 Missouri Valley commit to immediately seeking --

23 A. Absolutely. Again, I would like to keep  
24 this on as expeditious path as possible.

25 Absolutely.

1 Q. Were you aware how long Midcontinent  
2 waited to seek judicial review after the 2008 case?

3 A. I don't recall the exact details, but I do  
4 know that they allowed the state appeals process to  
5 expire and then pursued the appeal in the federal  
6 court system, if I recall correctly.

7 MR. WARD: Let me ask a question. Maybe  
8 I'm jumping in in advance of some of your cross.  
9 But assume that the Court -- assume that the PSC  
10 says this has to go ahead and the Court denies a  
11 stay, how quickly can you, with your technicians in  
12 the office, comply with the order? I mean, once  
13 the courts say -- let's say you lose, okay, you  
14 lose your appeals, you're put in the position of,  
15 okay, now you've got to convert these Midco  
16 customers over, transition them over, how quickly  
17 can that be done?

18 THE WITNESS: I want to make sure I --  
19 Your Honor, I want to make sure I understand you.  
20 But I believe, assuming the order ultimately is to  
21 move forward and establish interconnection --

22 MR. WARD: Exactly.

23 THE WITNESS: That's the first step in  
24 this. We've heard that one party said that this  
25 could be done in an ideal condition -- I don't know

1 if he used the term "ideal," but could be done in a  
2 30-day time frame. I believe that would be ideal.  
3 We're not dealing with an ideal situation in  
4 Williston.

5 MR. WARD: I understand that.

6 THE WITNESS: And where I'm going with  
7 this, Your Honor, is I think we've agreed in  
8 principle in terms of interconnecting at the  
9 electrical T1 level at the central office at 421  
10 Main Street in Williston.

11 MR. WARD: Right.

12 THE WITNESS: But beyond that, there's  
13 been no technical discussion about how that will be  
14 accomplished. I don't know, for example, if Midco  
15 has copper cable from their head end over to our  
16 central office. I don't know how long -- if they  
17 don't have it, I don't know how long it will take  
18 them to get it there. I don't know how long it  
19 will take for them to get that cable into our  
20 building. I don't know how long it will take to  
21 order the equipment in which that cable will  
22 terminate on. That's just work that they need to  
23 figure out how to do, but they also have to work  
24 with our folks as indicated earlier. Our  
25 engineering folks need to get together and work out

1 the detail of this.

2 Conceptually at a high level it's very  
3 easy to understand the physical interconnection of  
4 networks in an electrical T1 level, but actually  
5 making it happen takes some time. Nobody on my  
6 team, nobody in my company has been engaged with  
7 anybody at Midco in terms of working out these very  
8 technical details.

9 MR. WARD: Do you have the knowledge base  
10 to give me an estimate as to how long it would  
11 take, assuming that we get to that point?

12 THE WITNESS: Yes. I believe that --  
13 based upon my limited knowledge of the workload  
14 over there, I would recommend to you, sir, that 90  
15 days would be allowed to first establish the  
16 physical interconnection of the two networks. I'm  
17 not even sure if Midco has a switch in Williston,  
18 to be honest with you. I don't know what I'm  
19 interconnecting to at this point in time.

20 MR. WARD: Okay. Mr. Hogue, go ahead.

21 MR. HOGUE: Well, I wanted to make sure  
22 that he answered your question because --

23 MR. WARD: I think he did. I mean, I'm  
24 sure that Mr. Harrington is going to want to cross  
25 on that, so I'm going to leave it to him. I'm

1 getting -- I'm thinking we maybe heard enough on  
2 the stay issue.

3 MR. HOGUE: Okay. Yeah. Concur.

4 Q. (MR. HOGUE CONTINUING) The arbitrator  
5 also raised the issue -- number 2 is the exchange  
6 of ISP traffic, as well as local traffic. Can you  
7 provide us what Missouri Valley's concern is there,  
8 if any?

9 A. I'm concerned with confusion, to be honest  
10 with you.

11 Q. Okay.

12 A. And let me explain. For example, in the  
13 early to mid '90s most Americans accessed the  
14 Internet via a dial-up modem -- dial-up Internet  
15 service, if you will. Today we live in a world in  
16 which we are trying to deploy more and more  
17 broadband. And this question of ISP dial-up on a  
18 local basis, dial-up ISP traffic is a little bit  
19 perplexing.

20 The way this works is you have something  
21 called a dial access server that is typically hung  
22 off of the local switch. A customer from one's  
23 home dials a local telephone number and that  
24 incumbent local exchange carrier terminates that  
25 call on that dial access server, so the call is

1 established between home computer and Internet  
2 access server.

3 On the back end of that Internet access  
4 server is a connection to the Internet, and through  
5 this process the user sitting in front of that  
6 computer dials and accesses the dial access server,  
7 the dial Internet server, and then can surf the  
8 web.

9 Typically, again, in the early days of the  
10 Internet, when we all accessed the Internet through  
11 dial-up, these were called long hold time type of  
12 calls, and as more and more people accessed the  
13 Internet through dial-up, it would require more and  
14 more circuits and they would be tied up for longer  
15 and longer periods of time, unlike a typical voice  
16 call that is much shorter in duration.

17 And so what I'm confused about in this  
18 particular issue is that Midco, who offers triple  
19 play services, broadband, cable TV, and dial tone,  
20 albeit on a resale basis today, but assuming we go  
21 forward with interconnection, that dial tone will  
22 be provided over their broadband network, they sell  
23 a triple-play product, broadband, which is  
24 high-speed Internet, cable TV and dial tone.

25 So I don't understand why one of their

1 customers would be accessing the Internet through  
2 dial-up modem if they're already subscribed to a  
3 broadband service that they, themselves, provide.  
4 So I just don't understand.

5 MR. WARD: Well, wouldn't it be possible  
6 that some of their customers just buy the voice  
7 service from them? That somebody may still be out  
8 there --

9 THE WITNESS: To my knowledge, they don't  
10 offer just voice or they would be offering it to  
11 services outside of the city limits today, which  
12 they do not. Even though they could resell it, but  
13 they do not.

14 MR. WARD: So then it sounds like  
15 reciprocal compensation for that is not a huge  
16 issue, in your opinion, in this case?

17 THE WITNESS: Not in today's age. Fifteen  
18 years ago it might have been, because imagine --  
19 you could get into some -- you know, you can cloud  
20 this as rate arbitrage or something like that.  
21 Assuming, say, Missouri Valley had a huge bank of  
22 modems hung off their switch and we're encouraging  
23 all of the Midco customers to dial and keep those  
24 calls up for long periods of time, which would  
25 increase the minutes of use and whatever rate we

1 ultimately agree to in terms of reciprocal  
2 compensation or whatever arrangement we ultimately  
3 end up with, if you have long call hold times,  
4 theoretically they could be sending us more money,  
5 but that's -- I don't even think that's relevant,  
6 quite frankly.

7 Q. (MR. HOGUE CONTINUING) Does Missouri  
8 Valley have any dial-up Internet customers?

9 A. Missouri Valley does not.

10 Q. And you heard -- going to the next issue,  
11 you heard Mr. Gates talk about the efficacy of an  
12 interconnection agreement with or without binding  
13 arbitration. Are you okay with resolving disputes  
14 between the parties -- if they arise under the  
15 interconnection agreement, are you -- do you accept  
16 the idea that you could have binding arbitration to  
17 resolve those disputes?

18 A. Mr. Hogue, I deal with three different  
19 union contracts. I'm here today, I believe, in the  
20 process. I think that there should always be a way  
21 in which resolving differences, so I'm not opposed  
22 to that.

23 Q. The next issue, I think, the arbitrator  
24 describes it as scheduling conflicts under Section  
25 3.1.5, and I want to talk a little bit about that

1 one.

2 Is it true that Missouri Valley's -- their  
3 central office folks and their technicians and  
4 splicers are -- have a full workload?

5 A. They have a full workload and then some.

6 Q. Have you engaged additional people to work  
7 in the Williston exchange?

8 A. Yes, we have. We've engaged a number of  
9 contractors.

10 Q. Outside contractors to do the work that  
11 would otherwise be done by your employees?

12 A. Correct.

13 Q. What -- can you tell us your concern about  
14 scheduling conflicts when you get an arbitration --  
15 potentially an arbitrated decision that requires  
16 you to process so many orders per day, per week or  
17 per month and you have situations in which there's  
18 an unusual peak demand for the services of either  
19 of your employees or your outside contractors?

20 A. I believe I can. The nature of the  
21 telephone business, if you will, is such that it's  
22 rather dynamic, and it's only compounded in the  
23 Williston market. As we all know, there's massive  
24 development going on in Williston today, and has  
25 been for the last couple of years. From a customer

1 service standpoint, you don't know any given day  
2 when you come into work at eight o'clock in the  
3 morning how many new calls -- how many calls you're  
4 going to receive for request of new service, how  
5 many calls you're going to receive requesting  
6 change in features, how many calls you're going to  
7 receive maybe for a disconnect. You just don't  
8 know that. And that's just from an inward calling  
9 basis. You don't know on any given day how many  
10 calls are going to come in. But we do know over  
11 the course of the last -- on a consolidated basis  
12 our customer service reps handle about 5,000 calls  
13 a month -- excuse me -- about 5,000 service orders  
14 a month.

15 Q. Well --

16 A. And that's just one component. The other  
17 component of this, I think, that's very important,  
18 is -- again, it's due to the somewhat unnatural  
19 activity of the oil boom over there, but the  
20 construction has taken a toll on that city, it has  
21 taken a toll on our telephone plant.

22 In the Williston exchange last year alone  
23 we had 100 cable cuts. In one day we had five  
24 cable cuts in the City of Williston. Some of those  
25 cables have 500 pair of twisted copper cables, so

1 at a bare minimum you could impact 500 customers if  
2 one of those cables were cut. That's about 1,055  
3 miles of plant and in one year's time 100 cuts. In  
4 all of Nemont ILEC companies combined there's  
5 10,000-plus miles of plant, we had a fraction of  
6 the number of cable cuts.

7 And I share that information with you,  
8 sir, to illustrate the amount of activity that is  
9 going on in Williston. And when we have these  
10 cable cuts, it's not just one individual that goes  
11 out and repairs it. It can require several crews  
12 to go out and repair it, whether it's a copper  
13 cable or whether it's a fiber cable. There's a  
14 difference in how these restorations are handled.

15 We don't know when that cable is going to  
16 get cut, but what we do know is when that cable  
17 does get cut, those out-of-service trouble tickets  
18 are our number one priority. They take priority of  
19 all other work within the company. That means  
20 installations might be delayed. I'm not proud of  
21 the fact, but out-of-service trouble tickets are  
22 the priority, and I think everybody understands  
23 that and I think everybody understands the amount  
24 of activity in Williston. But when those things  
25 that happen that are outside your control, you have

1 to deal with them, and, again, I cannot predict  
2 when those sorts of things happen, just as I cannot  
3 predict when a freak snowstorm might come through  
4 and cripple the community such as April of last  
5 year. That was devastating. We almost lost one of  
6 our technicians' lives because of that. And it was  
7 all in the spirit of restoring service to the  
8 consumers of the Williston exchange.

9 MR. WARD: Mr. Kilgore, let me ask you a  
10 couple questions that follow up on that. In the  
11 case of these, let's call them, traumatic cable  
12 cuts that require immediate service, is it possible  
13 to bring in a third-party outside contractor to  
14 work on those?

15 THE WITNESS: It would be possible, sir,  
16 if one is available, but I don't know how -- in the  
17 Williston area what the closest restoration  
18 contractor would be. There are contractors that go  
19 out and they're very -- they're very proficient in  
20 construction and plant capabilities, and so forth,  
21 but off the top of my head, I'm not aware of one  
22 anywhere in the vicinity that provides emergency  
23 restoration services.

24 MR. WARD: What about like in the case of  
25 a power outage like last April, can you seek help

1 from other phone companies in other parts of the  
2 state that haven't been impacted? Can they send  
3 their guys out to help? Is that doable?

4 THE WITNESS: Absolutely. Very similar to  
5 -- and that's part of the cooperative spirit,  
6 something we take a great deal of pride in, you  
7 know, cooperation amongst cooperatives.

8 If you think of what happened in the  
9 flooding in Minot last year, for example, we, of  
10 course, offered to send some of our folks up to  
11 help SRT out during those very challenging times.  
12 So, yes, that does happen on occasion.

13 MR. WARD: Okay. And then I wanted to ask  
14 that same question in the context of the master  
15 switches in the office. Are there independent  
16 contractors -- I mean, assuming everybody in  
17 Williston is tied up and you can't hire people in  
18 Williston with those skills for a short time, are  
19 there companies, independent contractors around the  
20 country that know the Nortel system that could be  
21 brought in to work with Midcontinent's people on  
22 the exchange? Is that a possibility?

23 THE WITNESS: They're kind of a dying  
24 breed, unfortunately, which is actually one of the  
25 stated reasons why GENBAND is discontinuing the

1 support of that product, because they, too, can no  
2 longer staff the skill sets required. Secondly,  
3 though, I'm also -- I'm down to a collective  
4 bargaining agreement with the Communications  
5 Workers of America in which our two central office  
6 technicians there today belong. So if I were to  
7 bring somebody else in to work on that switch, I  
8 would have to first negotiate those terms with the  
9 union.

10 MR. WARD: Okay. Anything else, Mr.  
11 Hogue, on that issue?

12 Q. (MR. HOGUE CONTINUING) I just wanted to  
13 make sure that I understood. In the expanding  
14 economy in Williston there is a fair amount of  
15 construction going on; correct?

16 A. Correct.

17 Q. And what you're saying is there's a  
18 correlation between that amount of construction and  
19 the amount of cable cuts that Missouri Valley  
20 experiences?

21 A. That along with the impact that the  
22 oilfield traffic has had on state and county roads  
23 that I think everybody is also aware of. Some of  
24 our plant runs along state and county right-of-ways  
25 under a permit process, and when the -- due to the

1 traffic volumes that are going on in the Williston  
2 area right now, there are many road projects going  
3 on which require the widening of those roads, and  
4 when those roads are widened, we then, therefore,  
5 must have to relocate our cable. That's another  
6 responsibility that we have.

7 Q. So it's just not building construction,  
8 but it's road construction?

9 A. Absolutely.

10 MR. WARD: I -- you know, I can certainly  
11 take judicial notice of -- I know what the  
12 situation is like in Williston from the standpoint  
13 of infrastructure damage and finding help and the  
14 demands for new and all of that, but I also have a  
15 concern that if this agreement doesn't set some  
16 kind of guidelines for interconnection, that it  
17 would be easy to default to, well, we just don't  
18 have time to do that right now because we've got to  
19 connect these 40 new customers out in this new  
20 subdivision.

21 And just like with lawyers where we always  
22 have to give lawyers deadlines to get briefs filed  
23 and stuff or they don't get done, and usually they  
24 get done the day before they're due, unfortunately,  
25 I do have a concern that if we don't set up a

1 reasonable time frame for interconnection as part  
2 of this arbitration, that it's, you know, going to  
3 be doomed to failure from the beginning.

4           And so one of the things I think that's  
5 going to be important is that each party take some  
6 ownership in putting together a reasonable time  
7 frame for both sides. And it's going to probably  
8 have to -- if there are disputes, there's going to  
9 have to be an arbitration provision in there to  
10 resolve that because somebody other than the  
11 parties is going to have to resolve that dispute  
12 when Midcontinent's saying, you know, come on, come  
13 on, we have 30 people we're waiting to hook up and,  
14 you know, they should have been done this week, or  
15 whatever.

16           So that's something that is really  
17 troubling for me in this is, you know, I don't want  
18 to necessarily say it needs to be 20 a week or it  
19 needs to be completed in six months, or whatever,  
20 but I do want, you know, there to be a mechanism  
21 that it gets done if that's what's required, and  
22 that everybody has to, you know, take some  
23 ownership in it and, you know, going forward there  
24 is going to have to be a period of cooperation at  
25 some point if interconnection is to be effected,

1 and we already do have an agreement in principle to  
2 interconnection, so --

3 THE WITNESS: May I comment, please?

4 MR. WARD: Sure.

5 THE WITNESS: I really appreciate those  
6 comments because that's a dilemma that I have. You  
7 mentioned about what happens to these 50 customers  
8 while we're working through this interconnection  
9 business; right? That's what continues to rattle  
10 through my mind and it makes me wonder, is this  
11 really consistent with the public interest,  
12 convenience and necessity.

13 And I just think of what we're working  
14 through here and, you know, I apologize, but I do  
15 have the consumer in my mind when I'm thinking  
16 about what we're trying to accomplish here in  
17 Williston, is this truly in the public's interest  
18 to do this.

19 And I think back to the telecom law. It's  
20 very clearly stated, we all agree that the Telecom  
21 Act of 1996 is to promote competition in the local  
22 marketplace, but at the very same time Congress had  
23 -- they had the wisdom to think through the impact  
24 that it would have and provide the appropriate  
25 safeguards to ensure that the consumers' interests

1 are protected. I think that's very telling of what  
2 the Telecom Act of '96 tells us. That is the law.  
3 That is still the prevailing law of the day in my  
4 understanding.

5 MR. WARD: We also have the FCC telling us  
6 that local carriers need to interconnect in spite  
7 of their rural exemption, you know, on 251(a) and  
8 251(b). So that is the dilemma. That's my  
9 dilemma. How do I resolve that dilemma?

10 I do not -- I am concerned that your  
11 company's approach to this is a concern about lost  
12 revenue, which is an overriding concern, and I  
13 certainly understand that in the market that you're  
14 in, but is the PSC still in a position legally to  
15 say this is the question of financial inconvenience  
16 or whatever given the fact that the FCC Declaratory  
17 Order of 2011 makes it very clear that even rural  
18 companies have to provide for interconnection with  
19 these competitors, and I don't know that we can  
20 forestall that process.

21 I mean, Williston is obviously a unique  
22 location right now. There's no question about that  
23 in my mind. And that's what's troubling about  
24 this. But it is also an area of opportunity for  
25 you to expand your business in other areas just as

1 much as it is for Midcontinent. Maybe some of that  
2 lost revenue will be picked up in some of this new  
3 business that's coming in. You know, I don't know  
4 the phone business well enough to know all of that.

5 But those are some of the issues that I  
6 have to resolve and I see -- I feel strongly that  
7 the law that the federal government, which has  
8 preemptive power in this area, is telling us that  
9 we have to provide for this interconnection, and as  
10 a practical matter, how do we do it? And that's my  
11 concern today.

12 And I do think that there's a very good  
13 chance there's going to be an order coming out this  
14 time saying it's got to be done, so -- and there's  
15 going to be some pretty tight timelines on doing  
16 it. So how are we going to do it out in the field?  
17 I guess that's what I need to know. We need to be,  
18 I think, maybe thinking a little bit outside the  
19 box compared to what we're traditionally accustomed  
20 to in these areas. It may require outside help to  
21 get it done. These are just some thoughts that are  
22 rolling around.

23 THE WITNESS: You know, you mentioned the  
24 Declaratory Ruling, and, again, this is one ruling,  
25 this is one interpretation, and what boggles me

1 about that, sir, is in that very same ruling, the  
2 statement of our FCC chairman, Congress gave state  
3 commissions primary responsibility for determining  
4 when the carrier should be exempt from specific  
5 interconnection obligations, and today's ruling  
6 does not alter that authority.

7 MR. HARRINGTON: Your Honor, I'm not  
8 really objecting, but I'm going to point something  
9 out, which is that we've had close to an hour of  
10 live testimony here without getting to  
11 cross-examination, and if we're going to finish  
12 today, I'm concerned. We're now talking about  
13 things that have been decided by the Commission on  
14 the motion to dismiss, which I think are  
15 interesting and I understand Missouri Valley's  
16 position, but we are trying to get done today,  
17 we're running this late in part because of the  
18 problems yesterday, and I'd love to figure out how  
19 we can do that to get it done.

20 MR. WARD: I think we're moving along.  
21 These are issues that I feel a need to address.  
22 I'm also, you know, wanting obviously the legal  
23 briefs to address these matters posthearing.

24 Mr. Hogue, we can move along, I think, to  
25 the next issue.

1           MR. HOGUE:  If I can have just one  
2 followup on this --

3           MR. WARD:  Sure.

4           MR. HOGUE:  -- in response to your  
5 comments, Your Honor.

6           Q.     (MR. HOGUE CONTINUING)  In terms of  
7 Missouri Valley and the issue of scheduling  
8 conflicts, I heard you cite the example of you had  
9 a 500-pair cut one day, and I'm guessing that those  
10 customers all lost dial tone such that Missouri  
11 Valley wanted and had the business discretion to  
12 devote as many of its resources as it had available  
13 to go fix those 500 pair.

14          A.     It's kind of an all-hands-on-deck sort of  
15 an event when those things happen.

16          Q.     And I gather from your testimony that you  
17 would prefer, if an interconnection agreement were  
18 ordered, that it would provide Missouri Valley with  
19 the flexibility to discontinue transitioning the  
20 Midcontinent customers for a week, if necessary, in  
21 order to meet the crisis?

22          A.     Yeah, it would have to be justified, but,  
23 yes, I mean, we're dealing with a very unique  
24 situation in Williston, and I think all parties  
25 agree to that.  I don't think that's unreasonable.

1           MR. WARD: Are you going to talk about  
2 reciprocal compensation?

3           MR. HOGUE: We are.

4           MR. HARRINGTON: There's testimony on  
5 that. I'm sorry, Your Honor, but when we're going  
6 to talk about a topic that is discussed at great  
7 length in their testimony, I'm not sure what we're  
8 going -- what is going to be added.

9           MR. HOGUE: Mr. Gates talked about  
10 exorbitant rates yesterday and today.

11          MR. HARRINGTON: That was in his  
12 testimony.

13          MR. HOGUE: Why did he testify live about  
14 it?

15          MR. HARRINGTON: He gave a two-minute  
16 summary. Your Honor, this is exactly what I'm  
17 talking about. We don't need to talk about what's  
18 in the testimony at great length again. All I'm  
19 asking is he not cover the ground that's been  
20 covered.

21          MR. WARD: I want to hear just a little  
22 bit about it and then you're going to have your  
23 opportunity to cross and I'll let you go as long as  
24 you need to go.

25          MR. HARRINGTON: I understand. I probably

1 -- well, I understand.

2 Q. (MR. HOGUE CONTINUING) Well, let's start  
3 with the accusation that the rates are exorbitant,  
4 the reciprocal compensation rates that Missouri  
5 Valley has negotiated with Verizon. Do you believe  
6 those rates are exorbitant?

7 A. Maybe this is my downfall, but I have  
8 faith in the system. I have faith in negotiations.  
9 This particular Verizon reference, the arrangement  
10 that exists today, I was not a part of that  
11 negotiation. It was between two unrelated parties.  
12 For whatever reason at that point in time they  
13 agreed -- it is my understanding they agreed to  
14 those terms. Those same terms were approved by the  
15 Public Service Commission. It's difficult for me  
16 to understand why any recip comp rate would be  
17 approved that is exorbitant or unreasonable so I  
18 want to have faith in the system.

19 However, I also recognize that there's  
20 been some changes, the USF Reform Order. Over a  
21 nine-year period we're essentially going down to  
22 zero. We also understand that wireless to wireline  
23 is going to bill-and-keep July of this year. One  
24 has to ask themselves, why is that not the same for  
25 wireline to wireline? The FCC again had every

1 opportunity to make the same ruling, but they  
2 didn't.

3 Q. Do you agree with Mr. Gates that the  
4 reason that they didn't require you to go to  
5 bill-and-keep with Midcontinent under a direct  
6 interconnection arrangement is because they wanted  
7 to provide companies like Missouri Valley with a  
8 soft landing?

9 A. I believe so. I think when you talk about  
10 arbitrage, traffic pumping and things like that,  
11 none of which Missouri Valley is involved with, by  
12 the way; right? So are we all being punished by  
13 this because of a few bad apples? I don't know.  
14 But clearly there's a bit of a soft landing if  
15 you're trying to transition from something that  
16 exists today to something that won't exist over a  
17 nine-year period and there's considerable thought  
18 that must have gone through that process in order  
19 to come to that determination.

20 Q. Mr. Kilgore, I understand that companies  
21 typically, if they both agree that there would be a  
22 balance of traffic between the two exchanging  
23 companies, that they would agree to bill-and-keep  
24 as a matter of cost savings because if the same  
25 amount of traffic is flowing both ways, what's the

1 point of going through the exercise of billing one  
2 another. Is that industry practice?

3 A. Absolutely. It only makes sense. But,  
4 again, it's based upon how do you ensure the  
5 traffic is even roughly balanced?

6 Q. Well, that's my next question. Do you  
7 think the traffic is roughly balanced or would be  
8 roughly balanced if we did some type of flash cut  
9 where we did these all at once, where we had  
10 Midcontinent with their existing residential and  
11 business customers and Missouri Valley with their  
12 existing?

13 A. Line chart again.

14 Q. Do you think there would be a balance of  
15 traffic?

16 A. There's no way there's a balance of  
17 traffic. And let me explain why. We haven't  
18 really touched on this, either.

19 MR. WARD: That's the chart now and that's  
20 exhibit number?

21 MR. HOGUE: That's 17.

22 MR. HARRINGTON: That's 17, yes.

23 THE WITNESS: 17. There's a couple of  
24 reasons for this. As you can see today --

25 MR. HARRINGTON: Your Honor, this is

1 question 11 in his testimony. He's answering  
2 exactly the same question.

3 MR. WARD: Okay. That's fine. I'm going  
4 to let him go.

5 THE WITNESS: As you can see here total  
6 access lines are about 9,400. Missouri Valley has  
7 about 7,300 of those and Midco has about 2,100 of  
8 those. I have this belief that a lot of the calls  
9 that take place in the local marketplace, whether  
10 it's wireline to wireline or wireless to wireline  
11 are from individual users to businesses. Of those  
12 2,106 lines there, 341 of them represent business  
13 customers for Midcontinent. Of the 7,312 lines,  
14 about 4,000 of them, 3,934 of them, are business  
15 lines to Missouri Valley -- served by Missouri  
16 Valley.

17 You'll notice a couple of interesting  
18 things here. We've talked for two days about this  
19 crazy growth going on in Williston due to the oil  
20 activity. We've touched on it, but we haven't  
21 really scratched the surface. From the period from  
22 2003 there was a total of 9,466 access lines in  
23 that market. As of March of 2012, there are 9,418  
24 access lines, still fewer than in 2003 nearly 10  
25 years ago. Why is that? How can that be?

1           National news nearly every day all of the  
2 activity going on in Williston, North Dakota, due  
3 to the Bakken, thousands of people moving there,  
4 more jobs than people. Estimates today state that  
5 there's roughly 20,000 people living in the  
6 Bakken -- in Williston. Excuse me. Where do these  
7 folks live? Most of them live in man camps. How  
8 many telephone lines, how many cable TV connections  
9 go to each room in a man camp? Not many.

10           And, oh, by the way, I believe it was  
11 discussed earlier, these folks that are looking for  
12 work, the unemployed workers or whoever is seeking  
13 opportunity in the Bakken, when they move across  
14 the country to work in Williston to pursue that  
15 opportunity, guess what they bring with them? They  
16 bring their cell phone.

17           According to the Cellular Telephone  
18 Industry Association, CTIA, the wireless  
19 association, there are over 320 million cellular  
20 devices in the United States today. That exceeds  
21 the population of the United States. It's purely  
22 mind boggling. Wireless substitution is alive and  
23 well. It was referenced -- the CDC study was  
24 referenced earlier today. I believe for that older  
25 demographic that we are in that 30 -- it's actually

1 greater than 20 percent is referenced, if I recall  
2 correctly, 30 percent households wireless only,  
3 younger demographics much higher than that.  
4 Younger folks today, it won't be long before they  
5 don't understand what that little telephone thing  
6 is hanging on the wall.

7           Wireless substitution is alive and well in  
8 Williston. Again, there's 20,000-plus people  
9 there, but you have not seen any form of excessive  
10 line growth. And it's not just because of the fact  
11 that there's no housing; right? That's a problem  
12 in itself. It's one of the city's largest problems  
13 right now. And people are scrambling to build  
14 these homes which may in fact cause this to  
15 increase. You can see the business uptake. You  
16 can clearly see the activity in the 2010 to 2012,  
17 you can see where there's some uptakes, and it is  
18 because of some of the business lines, but not so  
19 much for residential.

20           And my argument is most of those people  
21 are living in man camps and even some of those  
22 folks that are living in the established homes in  
23 Williston today are like many other people across  
24 the country and they have adopted wireless  
25 substitution.

1 MR. WARD: Okay.

2 Q. (MR. HOGUE CONTINUING) Mr. Kilgore, so if  
3 I understand your testimony, it is the traffic will  
4 not at all be balanced between Midcontinent and  
5 Missouri Valley and it's primarily because Missouri  
6 Valley has seven to eight to one more business  
7 customers and most of the -- most of the  
8 terminating minutes go to businesses rather than  
9 residences?

10 A. That is my belief, but, you know, again,  
11 this is something that if you wanted to bank on it,  
12 you would have to have data, you would have to have  
13 facts. I like to make decisions based upon fact  
14 and that would drive you to a traffic study of some  
15 form.

16 Q. Let's talk about a traffic study. So  
17 Missouri Valley has proposed that if the traffic is  
18 within a 55-45 caller, that it would be willing to  
19 go to bill-and-keep; is that --

20 A. Very reasonable.

21 Q. And so a solution to this problem, if you  
22 don't like the exorbitant rates or you think the  
23 traffic is balanced, is to invest in a traffic  
24 study?

25 A. Correct.

1           Q.     Would Missouri Valley be willing to  
2 participate in paying for half of the cost of a  
3 traffic study?

4           A.     Certainly.

5           Q.     That would tell each party whether the  
6 traffic is in balance or out of balance?

7           A.     It should.

8           Q.     Let's go to the next issue, number 7, how  
9 to transition from the current resale agreement,  
10 parenthetically within one year, and underneath  
11 that the arbitrator mentions equal number of  
12 customers per week versus some other arrangement.  
13 Now, I gather if we talk -- go back to the priority  
14 and talk about a cut or some other issue, I gather  
15 that Missouri Valley would not be comfortable with  
16 having to stay committed to an equal number of  
17 customers on a weekly basis?

18          A.     I never like to overcommit and  
19 underdeliver. I think I have to be reasonable  
20 here. If I look at this chart again here, we can  
21 see in this 2005 to 2006 time frame where we went  
22 from about 131 to, call it, 1,200, if you will, in  
23 one year's time. This is just on a resale basis.  
24 This is a very simple activity. This is not a  
25 simple port. It's nothing like that. It's a

1 simple billing change. It's much easier to convert  
2 those customers to resale than it is to convert  
3 them from resale to facilities-based. It takes far  
4 less time. In that time frame just in round  
5 numbers -- bear with me -- about a thousand orders  
6 were completed. Okay.

7           And I think it was during that same time  
8 frame or thereabouts where we tried -- Midco had  
9 requested that we get this up to about 15 per day.  
10 In the grand scheme of things, though, this  
11 one-year time frame, a thousand conversions, it  
12 really only equates on average to about four per  
13 day roughly. So we now have 2,000 customers that  
14 we have to move to a facilities-based platform that  
15 we know is a little bit more labor-intensive. It's  
16 not a five- or ten-minute process due to the  
17 processes that we have in place today, the fact  
18 that our company has never done this before. We  
19 are a rural company. We've never had to  
20 interconnect with any other carrier for the  
21 exchange of local traffic. Never had to do it. So  
22 we're going to have to get our folks up to speed.

23           We understand the porting process. We've  
24 done intermodal porting, wireline to wireless --  
25 very few, though -- but we have never done a

1 wireline-to-wireline port for the purpose of  
2 exchanging local traffic. So there will be a bit  
3 of a learning curve there. That's my problem, my  
4 staff's problem to get those folks up to speed if,  
5 in fact, interconnection is ultimately required.

6 Q. Mr. Kilgore, if I could interrupt you.  
7 You heard Mr. Gates' testimony yesterday, he talked  
8 about 15 per day. Was he talking about that period  
9 in 2005 to 2006, or was there some other --

10 A. I'm not quite sure. I believe he was, but  
11 I'm not sure.

12 Q. Is it possible you could do 15 every day?

13 A. I'm predicting 15 today with the existing  
14 resources and existing resources, I could not do  
15 that. I don't think it would be wise. Keep in  
16 mind, I also don't understand, we have not -- this  
17 hasn't even come up yet. This is another  
18 complicated piece. They seem small and trivial,  
19 but it's rather significant, how do we coordinate  
20 these? Are these cuts going to be required to be  
21 coordinated with the customer? Because I'll tell  
22 you right now, I have no -- no interest in exposing  
23 my company to the liability of not having dial tone  
24 to the customer because they don't know what the  
25 heck is going on between two parties trying to

1 switch one line to the other provider. I don't  
2 want to have that liability when that customer has  
3 to place a 911 call and they don't have dial tone.

4 Q. Mr. Kilgore, would you, for the benefit of  
5 the arbitrator, just describe the people that need  
6 to get involved on the Missouri Valley side? We  
7 heard about the truck roll from Midcontinent and  
8 your description of lifting and dropping it at the  
9 NID. Describe what has to happen on Missouri  
10 Valley's side.

11 A. Well, the order will be initiated, I  
12 believe, via email, from Midcontinent, perhaps one  
13 of their CSRs that will come over, one of our CSRs,  
14 and through our back office systems, through an  
15 electronic workload, if you will, that order will  
16 flow through three or four different departments.  
17 It will go from the customer service department, it  
18 will go to the service order department, it will go  
19 to the central office department, it will go  
20 through plant records so we can update our plant  
21 records databases, it will come back through the  
22 service -- the CSR department, Midco will be  
23 notified that it's been completed, and then our  
24 billing folks will also touch it for some  
25 updated -- updates required, I believe, to LIDB and

1 CNAM databases.

2 So a number of parties -- or number of  
3 departments actually touch it, and, you know, we've  
4 tried to come up with estimates and the amount of  
5 time it's going to take. And, again, I'm not here  
6 to say that's the most efficient process, but it is  
7 the process. It is -- those are the departments  
8 that exist in our company today.

9 Could it be done quicker than our  
10 estimate? I think over time. I think the more  
11 anybody does a repetitive task, the quicker and the  
12 more proficient they become at it. But, again, we  
13 haven't done this before so there's going to be a  
14 learning curve here.

15 And, oh, by the way, there are other  
16 things that happen; right? I mean, you can't just  
17 sit here and assume that one employee over in this  
18 department is just sitting here with their  
19 catcher's glove waiting to catch the ball as it  
20 pertains to a Midco port order, right? They've got  
21 other duties to do. They're not sitting there idly  
22 by waiting for the next ball to come their way. So  
23 we have to keep in mind the dynamic nature of the  
24 telephone business and the service order business  
25 as it pertains to the telephone business.

1           So, again, ideally, sure, if people are  
2 dedicated 100 percent and that's the only reason  
3 they exist, you could probably train them and get  
4 them very proficient and get these things to happen  
5 very quickly, but that's not where we are today.

6           And, oh, by the way, we're dealing with  
7 folks -- my organization is not overstaffed. We're  
8 a small rural telephone company. We are minimally  
9 staffed. We just don't have the luxury of hiring  
10 more resources, whether temporary or permanent,  
11 without being able to justify the work for them, so  
12 they're already fully tasked and to think that  
13 we're going to add another task on top of them.  
14 Remember, we have not ported a single wireline-to-  
15 wireline order yet, so that is going to be one more  
16 duty that these folks are going to have to do on  
17 top of working their service orders and trouble  
18 tickets that exist today.

19           MR. HARRINGTON: Your Honor, I'm having a  
20 hard time understanding the relevance of the last  
21 five minutes to the question of whether they can be  
22 done evenly. It seems that Mr. Kilgore is  
23 testifying on the question whether they can do them  
24 in the 12 months they already agreed to.

25           MR. WARD: Well, I think he's just giving

1 me an idea of the difficulties of the transition  
2 and I think I've got the point.

3 Q. (MR. HOGUE CONTINUING) Mr. Kilgore, we  
4 skipped over issue 5, pricing. Do you have any  
5 thoughts for the arbitrator in terms of what a  
6 reasonable cost is to port one of these customers  
7 over?

8 A. Well, again, I think I just referenced  
9 we've got an estimate on the amount of time of  
10 whether a CSR -- how long the CSR is going to work  
11 this particular order, how long a plant records  
12 person might have it, how long a central office  
13 technician might have it, and so forth. So you're  
14 talking about a variety of loaded labor rates,  
15 inclusive of union labor, as well, very skilled  
16 labor. So, again, I think the rough estimate for  
17 us was around \$38, 38.50, I believe, per port.

18 And, again, I always like -- you know, I'm  
19 one of those guys that's in constant pursuit of  
20 continual improvement, if you will, continual  
21 process improvement. You've got to believe our  
22 folks are going to get better at this as time goes  
23 by if, again, we're obliged to interconnect. And  
24 so what we think might take us 30-some-odd minutes  
25 today, the first ones that we start doing, maybe

1 within a month's time frame or something like that  
2 we're doing it quicker. I would like to believe  
3 that.

4 But the rate I think that we proposed was  
5 about \$38.50 per order. You know, maybe we could  
6 work a little bit there, I guess. I don't know if  
7 I'm answering your question or not.

8 Q. Well, does the 38.50 -- is that a  
9 composite labor rate based on the number of people  
10 and the amount of time that have to get involved?

11 A. Per order, yes. Composite.

12 Q. We jump to issue 8, access charges to  
13 customers switching to Midcontinent. I think we've  
14 talked a little bit about that. Have you done any  
15 work to know how much access revenue that Missouri  
16 Valley will lose when these customers are  
17 physically moved from Missouri Valley to  
18 Midcontinent?

19 A. Again, about the only thing I can speak to  
20 is the financial spreadsheet, whether it's the  
21 updated one or the old one. I rely on a number of  
22 financial experts within my organization, primarily  
23 my chief financial officer, to produce financial  
24 data, and, again, the only thing I'm prepared to  
25 talk about on this spreadsheet is down below under

1 the interconnect model where the network access or  
2 the local revenue loss is 676,900, which I believe  
3 is about an average of \$25 per line spread across  
4 2,106 lines, approximately. And then I'm also  
5 provided with information that shows that the  
6 access revenue loss would be 140,400. Those two  
7 items combined would be 817,300. And that's what  
8 I'm prepared to discuss.

9 Q. That's the combined access and local?

10 A. And local resale.

11 Q. Well, you heard Mr. Gates talk about,  
12 okay, the transitional compensation he thought  
13 would be between 60 and 80 thousand. Did you hear  
14 that?

15 A. I did.

16 Q. And he believes that the FCC -- the Reform  
17 Order will -- while not make Missouri Valley whole,  
18 will compensate you up to 95 percent of what your  
19 2011 access revenue was. Did you hear that?

20 A. I did hear that.

21 Q. How do these two revenue streams compare  
22 with the loss of revenue from termination of the  
23 resale agreement?

24 A. I'm not sure I fully understand the  
25 question.

1           Q.     Well, what is the largest revenue  
2 component that Missouri Valley will lose as a  
3 result of this interconnection agreement?

4           A.     It would be the local resale revenue.

5           Q.     And can you give us an idea of the  
6 differences between the two -- or the three, I  
7 guess, the access, the local and the reciprocal  
8 comp?

9           A.     The difference between the three?

10          Q.     Well, of the 800,000, how much of it will  
11 be the local piece? I guess that's the easiest  
12 way.

13          A.     676,900.

14          Q.     Okay. So 670 of 800 is the local piece?

15          A.     Mm-hmm.

16          Q.     And 130 would relate to the other two  
17 pieces?

18          A.     140,400, I believe, is the number.

19          Q.     Did you hear Mr. Gates say that, well,  
20 there isn't the option of recovering that lost  
21 revenue from the end user?

22                 MR. HARRINGTON: I think this is beyond  
23 the scope of this issue now. We're now talking  
24 about recovering local and the issue is net access  
25 charges.



1 well. You're proposing a charge of \$38.50; is that  
2 correct?

3 A. That's correct.

4 Q. Do you happen to know what the charge is  
5 under the current resale agreement?

6 A. I do not.

7 Q. Would you be willing to agree with me that  
8 it's 22.20, or would you like to see the agreement?

9 A. I'll take your word for it.

10 Q. Okay. Are there any charges in your  
11 interconnection agreements with Sagebrush Cellular  
12 and Verizon Wireless for anything but reciprocal  
13 compensation?

14 A. I'd have to review the agreements.

15 Q. Would you like to see them now?

16 A. Sure.

17 Q. Give me just a moment to pull them out.

18 A. I mean, if you've read them, would you  
19 like to share that?

20 Q. I will represent to you that there are not  
21 any.

22 A. I'll take your word for it.

23 Q. Okay. So -- and you provide number  
24 portability, you just testified to that, for them?

25 A. Intermodal, yes.

1 Q. Right. So no charge for the number  
2 portability to them?

3 A. I'm not familiar with the charge.

4 Q. But there's none?

5 A. If there's none in there, then --

6 Q. All right. Now, you testified that the  
7 rate that is proposed here is based on a fully  
8 loaded labor rate -- composite labor rate based on  
9 the number of people doing the work?

10 A. Varied, yes.

11 Q. Have you provided a cost study to support  
12 that?

13 A. Have we provided a cost study? I'm not  
14 sure. I believe that was an internal --

15 Q. Is it in your testimony?

16 A. It is not.

17 Q. Was it in the discovery?

18 A. I don't believe that it was.

19 Q. And you've testified that a variety of  
20 people have to be involved. Are any of those  
21 people who are involved in the customer switches  
22 for number portability -- are those the outside  
23 plant people you talked about in other parts of  
24 your testimony?

25 A. No.

1           Q.     So basically these are people who are  
2 devoted to doing particular kinds of jobs that  
3 include the number portability changes, that  
4 include billing changes of all sorts and the like?

5           A.     Correct.

6           Q.     Are all those people located in Williston,  
7 or are any of them in Scobey?

8           A.     Some are in Scobey.

9           Q.     Ah.   Who's in Scobey?

10          A.     We have a distributed customer service  
11 group.

12          Q.     Mm-hmm.

13          A.     We have folks that are in Williston.  We  
14 have two customer service reps dedicated to  
15 Williston in Williston that are officed out of the  
16 421 Main office.

17          Q.     Right.

18          A.     We also have customer service reps in  
19 Scobey.  We also have customer service reps in  
20 Wolf Point.  We also have customer service reps in  
21 Poplar.  We also have customer service reps in  
22 Plentywood.  We also have customer service reps in  
23 Glasgow.  We also have customer service reps in  
24 Crow Agency.  And I believe I've caught them all.

25          Q.     All right.  Now, you described that as a

1 distributed arrangement, so overflow goes from one  
2 to another in an overflow situation; right?

3 A. Correct.

4 Q. How is the labor market in Scobey?

5 A. Tight.

6 Q. How about all the other places?

7 A. Tight.

8 Q. Compared to Williston?

9 A. Tight.

10 Q. Tighter than Williston?

11 A. No. I mean, it's tough. Trying to  
12 recruit to Scobey, Montana, is not the easiest  
13 thing to do.

14 Q. That's not something I would have said as  
15 a guest here in North Dakota.

16 Now, under the current agreement with  
17 Midcontinent, when there's an order for a new  
18 customer, what do you do? Do you do a truck roll  
19 to the new customer to connect the customer; is  
20 that right?

21 A. Excuse me?

22 Q. For a new customer.

23 A. For a Mid --

24 Q. A brand-new customer --

25 A. For Missouri Valley?

1 Q. -- phone service who Midcontinent wants  
2 for resale.

3 A. Okay. A resale customer?

4 Q. Midcontinent comes to you for a resale  
5 customer, it's a brand-new customer not on your  
6 network yet.

7 A. Not on our network yet?

8 Q. Right. So for that new customer what do  
9 you do? Do you do a truck roll?

10 A. It depends. We first have to determine  
11 whether or not there's plant in place.

12 Q. All right. Let's assume that there's  
13 plant in place. I know that's been an issue for  
14 you, but let's assume there's plant in place.

15 MR. HOGUE: Objection. That's  
16 argumentative.

17 MR. WARD: Yeah.

18 Q. (MR. HARRINGTON CONTINUING) Let's assume  
19 there's plant in place. That's not argumentative.  
20 Let's assume plant is in place, so you need to  
21 connect the customer. Do you do a truck roll?

22 A. Not always.

23 Q. And when do you not do a truck roll?

24 A. I can't speak to the specifics, but in the  
25 event if the service -- I'm not sure how it's

1 determined, but if the service is not activated as  
2 intended, we can't see that it's live in the switch  
3 and whatever magic they do, then it may require a  
4 truck roll.

5 Q. So if the service is connected already to  
6 that location, that's just turning on the switch,  
7 but if it's not connected, you need to send  
8 someone?

9 A. Correct. I mean, for example, the inside  
10 wire has to be connected properly to the NID.

11 Q. Right. And then you'll add that customer  
12 to the database and to CNAM and you will set up  
13 billing for Midcontinent, right, all those things?

14 A. Mm-hmm.

15 Q. Anything else you do in Midcontinent  
16 orders for a brand-new customer?

17 A. I'm not -- I'm not familiar with it, no.

18 Q. Ah. Okay. But you know everything that  
19 needs to be done for a number portability customer?

20 A. Generally, yes.

21 Q. So there are a lot of things to do for a  
22 new Midcontinent customer today in the resale  
23 arrangement? That's fair?

24 A. Fewer things for that customer than --

25 Q. Oh. Do you have to do a truck roll for a

1 number portability customer?

2 A. Excuse me?

3 Q. Do you need to do a truck roll for a  
4 customer who is just being switched, is being  
5 ported?

6 A. No.

7 Q. No. Okay. Do you need to add a new  
8 customer record for that customer if it's just  
9 being ported?

10 A. I have to remove one.

11 Q. You terminate it. Okay. That's fine.  
12 You don't have to populate a database entry, you  
13 just have to say not a customer anymore in the  
14 database? It's a simpler change, isn't it?

15 A. I don't know if I would say it's simpler.  
16 I haven't done the process myself.

17 Q. I see. Did you consult with anyone on  
18 whether the process for terminating a customer is  
19 easier or harder than the process for starting a  
20 new one?

21 A. I have not asked that specific question,  
22 no.

23 Q. Okay. So you charge Midcontinent 22.20  
24 today for all those services and you're proposing  
25 to charge Midcontinent 50 percent more for doing

1 number portability; is that right?

2 A. That's correct.

3 Q. All right. I'm going to show to you what  
4 is marked as Exhibit -- I'm sorry. I may have to  
5 find this on the list. I apologize. It will just  
6 take me a moment to find it. Ah, 7. I was looking  
7 for a short name and it's a long name.

8 Can you take a look at Exhibit 7 for me?

9 A. Okay.

10 Q. Can you tell me, are all the companies  
11 listed here rural telephone companies in North  
12 Dakota?

13 A. I believe they are.

14 Q. Do any of them charge \$38 for an LSR?

15 A. No, they do not.

16 Q. So it costs you anywhere -- you are  
17 suggesting it's going to cost you anywhere from  
18 about 80 percent more to about 40 percent more to  
19 do an LSR than it costs any of these companies?

20 A. I'm not familiar with their fully loaded  
21 labor rates so I couldn't comment on these rates.

22 Q. But they certainly are lower; aren't they?

23 A. Well, they are lower, absolutely.

24 MR. WARD: Are you going to offer that  
25 exhibit?

1           MR. HARRINGTON: I am about to offer that  
2 exhibit, Exhibit 7, which is Service Order Charges  
3 Under Midcontinent Rural Interconnection Agreements  
4 in North Dakota.

5           MR. HOGUE: No objection.

6           MR. WARD: 7 is received.

7           Q. (MR. HARRINGTON CONTINUING) What do you  
8 charge customers for an installation when a new  
9 customer comes?

10          A. I don't know. I'm sorry.

11          Q. You're the general manager; right?

12          A. I am.

13          Q. Are you responsible for setting rates?

14          A. The board of directors approves the rates,  
15 yes.

16          Q. I see. But that's within your --

17          A. I'm sorry, I just don't have -- maybe I  
18 have something here.

19          Q. If I told you it was \$30, would that sound  
20 right, based on your website? Actually, I'm sorry,  
21 based on an inquiry made.

22          A. I'm not prepared to answer that. I mean,  
23 if what you say is accurate, then I would agree to  
24 it.

25          Q. Right. And so setting up a new customer

1 includes all the things you do for Midcontinent for  
2 a resale -- a new resale customer, a truck roll if  
3 required, the database changes, setting up the new  
4 customer in the database. Okay. So you're going  
5 to charge Midcontinent \$38.50 more for the database  
6 changes required to do number portability than you  
7 are -- than you charge a brand-new customer for all  
8 the setup; is that right?

9 A. As I indicated earlier, we've never done  
10 one of these before, Mr. Harrington.

11 Q. Oh.

12 A. And I also explained that our process  
13 might be inefficient right now, but if obligated to  
14 do this, we could get better and, therefore, the  
15 time study that we did internally to estimate the  
16 amount of time to do this based upon our fully  
17 loaded labor rates, that's how we arrived at that  
18 price.

19 Q. Right. And that's a study you haven't  
20 provided to us; right?

21 A. No.

22 Q. Okay.

23 A. I'm just telling you how we arrived at  
24 that rate.

25 Q. I understand. Let's talk a little bit

1 about your familiarity, though. So you do  
2 intermodal porting today with wireless; correct?

3 A. On a very limited basis.

4 Q. Right. You've been doing it for how long?

5 A. Several years.

6 Q. Are you familiar with the process flows  
7 for number portability adopted by the FCC?

8 A. Not intimately, no.

9 Q. Do you know about them in a general way?

10 A. Yeah, I think so.

11 Q. Okay. Do you know of any differences in  
12 the process flows adopted by the FCC for number  
13 portability for wireless carriers and for  
14 non-wireless carriers?

15 A. I don't know that there are significant  
16 differences that I can think of.

17 Q. Okay. And as for the portability and the  
18 processes for doing portability, have you reviewed  
19 the draft interconnection agreement that was sent  
20 by Midcontinent to Missouri Valley and those  
21 responded to by Missouri Valley on February 27th?

22 A. You know, I've seen multiple versions of  
23 proposed interconnection documents, and I don't  
24 know that I want to state that -- I want to make  
25 sure we're talking about the same one.

1           Q.     That's fine. I'm happy to show it to you.  
2     The document I would like to show you is the clean  
3     version of the interconnection agreement that was  
4     sent on the 3rd of February, although the marked  
5     one will work just as well.

6           A.     Okay.

7           Q.     And what I want to ask you --

8           MR. WARD: Do we have an exhibit number on  
9     that one?

10          MR. HARRINGTON: I believe it's in the  
11     records. And you and the Commission were both  
12     copied on the original email.

13          MR. WARD: Okay. Go ahead.

14          MR. HARRINGTON: We did not wish to  
15     make -- create an exhibit on this, and, in all  
16     honesty, I did not expect to be asking these  
17     questions until the live testimony.

18          MR. WARD: Okay.

19          MR. HARRINGTON: We could certainly make  
20     an exhibit if we want, but I don't think we'll need  
21     it.

22          Q.     (MR. HARRINGTON CONTINUING) In that  
23     agreement -- let's just look at the table of  
24     contents first rather than going to all the  
25     provisions all the way through. And the second

1 page of the table of contents. I can just hand it  
2 to you, if you would like.

3 A. That would be -- I would like to be  
4 working on the same document.

5 Q. All right. Do you see Attachment 2 and  
6 Attachment 3 there?

7 A. 2 and 3, yes.

8 Q. Could you read the names of those  
9 attachments?

10 A. Preordering and Ordering, and Attachment 3  
11 is Local Number Portability.

12 Q. Right. So those are terms and conditions  
13 describing the terms of ordering and number  
14 portability; correct? You could look at it if  
15 you'd like to see if that's what they are. And  
16 while you're looking, could you look to see if they  
17 describe processes that the parties will use for  
18 ordering and for number portability?

19 A. I believe that that process is in here  
20 outlined.

21 Q. Thank you. And these provisions with some  
22 minor exceptions that are on the issue list are  
23 things that you agreed to in the February 27th  
24 letter back to us; is that correct?

25 A. That I'm not sure of, to be honest with

1 you. I obviously don't have the same  
2 interconnection agreement in front of me here that  
3 you have presented, so honestly I'm a bit confused.

4 Q. All right. But will you acknowledge that  
5 you were presented with this information in the  
6 original draft?

7 A. I will acknowledge it was presented to me  
8 just now.

9 Q. Do you need to check to find out or --

10 A. No. I'm saying I've just reviewed it in  
11 the document you've handed me.

12 Q. I understand.

13 A. But I have -- the other document that I  
14 have does not have that in there.

15 Q. I guess I'm going to ask you whether  
16 you're going to acknowledge that those terms were  
17 represented to you on February 3rd or not.

18 A. I haven't seen this.

19 Q. Now, your counsel provided a detailed  
20 response on February 27th --

21 A. 28th.

22 Q. -- to all of the interconnection terms --  
23 28th. I'm sorry. Thank you. February 28th. Who  
24 reviewed the document then so that a response could  
25 be provided? I'm asking this because your

1 testimony is that we need to agree on processes and  
2 that that hasn't been done yet, and I'm trying to  
3 understand why you're saying that. So that's my  
4 question, why are you saying that in light of the  
5 events of the exchange of the agreements and the  
6 approval?

7 A. No. I think what I said, our engineers  
8 hadn't agreed on the process of interconnecting.

9 Q. You did say that, as well, but I'm asking  
10 about the other testimony you gave on the processes  
11 for doing number portability and ordering. Are you  
12 saying that I misunderstood your testimony, that  
13 you do believe the parties have agreed on that?

14 A. No.

15 Q. I just want you to say yes or no.

16 A. We've agreed to porting following any FCC  
17 guidelines, yes.

18 Q. And is it your testimony that the  
19 processes are in place because we have this  
20 agreement language you agreed on, or are you saying  
21 they're not in place because it has not been agreed  
22 on? That's all I want you to tell me and then I'm  
23 going to move to another topic.

24 A. I guess I'm prepared to tell you that  
25 these particular documents do not exist in the

1 interconnection agreement I have in my binder, sir.

2 Q. I guess I'll take that. Let's turn to  
3 reciprocal compensation rates.

4 MR. HARRINGTON: I'm hesitant to do this  
5 unless the arbitrator is willing to just take  
6 note -- and perhaps you'll be willing to take  
7 notice of these documents. Do we need to offer the  
8 February 3rd --

9 MR. WARD: I think we should make it an  
10 exhibit. I mean, I've seen it, I have it, but I  
11 think that it would be a good idea to make that an  
12 exhibit at this point.

13 MR. HARRINGTON: Subject to us making  
14 enough copies, which we won't be able to do right  
15 now, I would like to offer the February 3rd email  
16 from me to David Hogue with all of its attachments  
17 and the February 28th -- February 28th letter from  
18 Mr. Hogue to me with all of its attachments, both  
19 of which were copied to the arbitrator originally  
20 as exhibits. This numbering is going to sound  
21 funny, but you'll understand why in a few minutes,  
22 21 and 22.

23 MR. WARD: Okay. So you have another one  
24 planned for 20?

25 MR. HARRINGTON: Ah, that's true.

1           MR. WARD:   Okay.   So 21 is your email and  
2    attachments?

3           MR. HARRINGTON:   Yes.

4           MR. WARD:   Of?

5           MR. HARRINGTON:   Proposed interconnection  
6    agreement, clean and marked, of the existing resale  
7    agreement and at the request of Missouri Valley the  
8    existing interconnection agreement between  
9    Midcontinent and Turtle Mountain.   And then the  
10   February 28th is Mr. Hogue's letter to me  
11   containing the response of Missouri Valley as well  
12   as the attachment to that letter, which contains  
13   specific proposed contract languages in areas where  
14   there was still dispute.

15           MR. WARD:   Okay.   So that's 21 and 22.  
16    You're offering both?

17           MR. HARRINGTON:   Yes.

18           MR. WARD:   Any objections?

19           MR. HOGUE:   No objection as to the  
20    attachments.   I haven't looked at the --

21           MR. WARD:   Actual exhibit?

22           MR. HOGUE:   Well, the emails.   I don't  
23    know what's in those, but I would want to review  
24    those before --

25           MR. HARRINGTON:   That's an email that was

1 sent to you, Mr. Hogue.

2 MR. HOGUE: Yeah, but I don't know what  
3 the content of the email is as I sit here so --

4 MR. HARRINGTON: I don't offer the content  
5 of the email for the truth of what it says, just  
6 for its existence.

7 MR. WARD: I'm going to receive Exhibit  
8 22, which is Mr. Hogue's response. That was a  
9 letter. And we've all seen it. We're going to  
10 make a copy and after lunch maybe we can have that  
11 ready to provide to everyone.

12 MR. HARRINGTON: Sure.

13 MR. WARD: And then Exhibit 21, likewise,  
14 we'll have that ready, you can review it after  
15 lunch, and if you have an objection to it at that  
16 time, fine. Otherwise, I'm going to receive it at  
17 that time.

18 Q. (MR. HARRINGTON CONTINUING) All right.  
19 Let's turn to reciprocal compensation rates for the  
20 moment. You -- as we've discussed earlier, you  
21 proposed a rate of a little over three cents a  
22 minute?

23 A. That's correct.

24 Q. You have that rate in two agreements right  
25 now, Sagebrush Cellular and Verizon Wireless; is

1 that correct?

2 A. That's correct.

3 Q. We've had the testimony earlier that rate  
4 is going to zero on July 1. You've made that  
5 statement yourself; correct?

6 A. Correct.

7 Q. During your live testimony you indicated  
8 that you thought that there was an important  
9 distinction between what was going on for wireless  
10 and what's happening for landline because the FCC  
11 adopted its soft landing approach, the glide path;  
12 is that correct?

13 A. Correct.

14 Q. Are you aware of the rules the FCC adopted  
15 in that same order that would govern new reciprocal  
16 compensation rates after the effective date of the  
17 order?

18 A. I'm not.

19 Q. All right. So those new rules are  
20 actually in Mr. Duval's supplemental testimony  
21 which has not been admitted yet, but I'm going to  
22 ask you to take a look at the bottom of page 3 and  
23 the top of page 4 of Mr. Duval's testimony, the  
24 discussion of Section 51.705 and just take a minute  
25 to look at that, please.

1           MR. HOGUE: I'm going to object to this  
2 testimony. It's clearly beyond any direct and --

3           MR. HARRINGTON: No, it's not beyond any  
4 direct because he discussed specifically how the  
5 FCC adopted this glide path going forward for  
6 reciprocal compensation, and the rule that Mr.  
7 Duval is going to be discussing later has a  
8 separate rule for new interconnection and new  
9 reciprocal compensation, so I think that's  
10 perfectly within the scope of his testimony.

11           MR. WARD: The objection is overruled.

12           Mr. Harrington, we're on page 4 of Mr.  
13 Duval's testimony?

14           MR. HARRINGTON: It's the supplement which  
15 you may or may not have seen yet.

16           THE WITNESS: I've read.

17           Q. (MR. HARRINGTON CONTINUING) All right.  
18 May I have that? Actually, you can keep it. So  
19 when does this rule apply? It's on page 4.

20           MR. WARD: For the record, when you say  
21 "this rule," can you --

22           MR. HARRINGTON: It's the rule that's  
23 51.705 -- of Section 51.705 of the FCC's rules as  
24 amended by the order in the fall on intercarrier  
25 compensation.

1 Q. (MR. HARRINGTON CONTINUING) I'll ask you,  
2 does it say beginning December 29th, 2011?

3 I'm going to note that there's --

4 A. You asked me to read through line 4. No,  
5 December --

6 Q. I asked you through the top of 4.

7 A. Yeah, I did. Show me where December is in  
8 the top of 4.

9 Q. All right. How about reading paragraph  
10 (b)?

11 A. Okay.

12 Q. You did not read far enough.

13 A. You didn't ask me to, sir.

14 MR. WARD: Okay, guys, we don't need that  
15 stuff.

16 MR. HARRINGTON: I'm just explaining why  
17 he didn't find it. I'm going to note that was  
18 corrected per discussion with Mr. Duval.

19 THE WITNESS: Yes, it does say December  
20 29th, 2011.

21 Q. (MR. HARRINGTON CONTINUING) So that rule  
22 applies from December 29th, 2011, to any new rates  
23 that are set, is that correct, as you read it?

24 A. As I read this, yes.

25 Q. And at the end of (b), what does it say

1 the choices for rates are?

2 A. Forward-looking economic costs of such  
3 offerings, using a cost study, or a bill-and-keep  
4 arrangement.

5 Q. Thank you. So, in fact, it's not correct  
6 to say that the glide path applies to new  
7 intercarrier compensation after December 29th,  
8 2011, is it?

9 A. It's not.

10 Q. Okay. A couple more questions about your  
11 proposed rate. Did you provide -- actually I'm  
12 going to show you Exhibit No. 10 -- what's been  
13 marked as Exhibit 10 and this is a discovery  
14 response. These are discovery responses that  
15 Missouri Valley provided, and I would like you to  
16 read Request for Production No. 5 and the response  
17 out loud.

18 A. "Request for Production No. 5: Provide  
19 copies of all studies, reports and other documents  
20 that support the rate of reciprocal compensation  
21 proposed on page 3 of the Response."

22 Q. And your answer is?

23 A. "Supplemental Response No. 5: Not  
24 applicable. No such reports were relied on."

25 Q. So you did not prepare any reports to

1 support the rate that you proposed based on its  
2 costs?

3 A. I don't believe that I did.

4 Q. So the sole basis really is that you're  
5 charging other people this rate?

6 A. Based upon the existing agreements that we  
7 have.

8 Q. Right.

9 A. Yes.

10 Q. Yes. So when their rate is going to zero  
11 and the new rules require that you use  
12 forward-looking costs or bill-and-keep going  
13 forward, so in that context why should we give any  
14 relevance to those rates?

15 A. Other than -- other than those rates were  
16 obviously negotiated upon as a basis.

17 Q. But those rates weren't based on a cost  
18 study at the time, were they?

19 A. To my knowledge, no.

20 Q. They weren't based on Section 251(d)'s  
21 pricing standards?

22 A. Again, I wasn't a party to those  
23 negotiations.

24 Q. But to your knowledge, they weren't?

25 A. No.

1           MR. HARRINGTON: All right. I'm going to  
2 offer Exhibit 10.

3           MR. HOGUE: No objection.

4           MR. WARD: Received.

5           Q. (MR. HARRINGTON CONTINUING) All right.  
6 Then let's turn -- let's talk about balance.  
7 During your live testimony you indicated you  
8 believe that calls are mostly made to businesses.

9           A. I believe that's true.

10          Q. Have you done any studies on that in  
11 Williston?

12          A. No. I said I believe that's true.

13          Q. No. I'm just trying to understand the  
14 basis for your belief.

15          A. No, no study has been completed in  
16 Williston.

17          Q. Okay. So this is just sort of a gut  
18 sense?

19          A. I think it's a little bit more than that.

20          Q. But all you're willing to provide today is  
21 that you believe it to be true?

22          A. That's correct.

23          Q. All right. In your testimony -- in your  
24 original testimony you indicated that there were  
25 several reasons why you think there wouldn't be

1 balance, and let's start on page 2, line 26, if we  
2 could.

3 A. Okay.

4 Q. And you start off by saying that known  
5 facts are that traffic won't be in balance. Are  
6 the parties exchanging traffic today?

7 MR. HOGUE: Sorry. What page?

8 MR. HARRINGTON: Page 2, line 26.

9 Q. (MR. HARRINGTON CONTINUING) Are  
10 Midcontinent and Missouri Valley exchanging traffic  
11 today -- local traffic?

12 A. No, they're not.

13 Q. So we don't have any actual fact of what  
14 the traffic is; right? So is your known facts here  
15 really just based on the Duval analysis and his  
16 testimony?

17 A. No. I think it would be based upon the  
18 facts of the number of business lines connected to  
19 the DMS-100 switch in Williston as well compared to  
20 the number of residential lines connected to the  
21 DMS-100 switch in Williston.

22 Q. That's the same kind of analysis Mr. Duval  
23 does; right?

24 A. I don't know.

25 Q. Have you read Mr. Duval's testimony?

1           A.    I have, but I can't recite it for you.

2           Q.    I see.  But you aren't providing us with  
3 any particular analysis except to say you think  
4 there are more business lines and business lines  
5 terminate more at that point?

6           A.    That's true.

7           Q.    All right.  You have four factors that you  
8 say affect balance, and I'd like to start with the  
9 service area.  And you indicate that the service  
10 area of the companies will affect traffic balance  
11 in your testimony; is that correct?

12          A.    Correct.

13          Q.    And you mean total square miles served; is  
14 that right?

15          A.    Yeah, that's the exchange area.

16          Q.    Right.  Okay.  Now, what makes the total  
17 square miles -- well, let me go back.  The question  
18 of traffic balance is a question of how many  
19 minutes each party terminates; correct?

20          A.    Correct.

21          Q.    Right.  It's only the minutes.  Nothing  
22 else affects traffic -- nothing else is traffic  
23 balance; traffic balance is purely minutes?

24          A.    Correct.

25          Q.    So if we're going to say that a factor

1 affects traffic balance, we have to connect that  
2 factor to the number of minutes that individual  
3 customers or customers in the aggregate terminate;  
4 is that fair?

5 A. I think lines and minutes would be fair,  
6 yes.

7 Q. Let's talk about that for a second. If I  
8 have a thousand lines and each of those lines  
9 terminates 10 minutes.

10 A. Mm-hmm.

11 Q. And you have a hundred lines --

12 A. Mm-hmm.

13 Q. -- and each of those lines terminates 100  
14 minutes.

15 A. Mm-hmm.

16 Q. I terminate 10,000 minutes, you terminate  
17 10,000 minutes; right?

18 A. Mm-hmm.

19 Q. We're in balance?

20 A. Mm-hmm. In that scenario, yes.

21 Q. Right. So if I know the number of lines,  
22 I don't actually know if we're in balance, do I, if  
23 that's the only fact I have?

24 A. No, I wouldn't agree with that.

25 Q. Okay. So how can I tell without other

1 facts besides the number of lines that we're not in  
2 balance or we're in balance? I tell you I have a  
3 thousand lines, you tell me you have a hundred  
4 lines, you're telling me I can presume from that  
5 that we're not in balance?

6 A. Can we put the map up here that shows the  
7 exchange areas?

8 Q. I'm going to ask you about that later, but  
9 if you would like to put the exchange area map up,  
10 sure.

11 A. I just want to make sure we're talking  
12 about the same.

13 Q. Well, yeah. I'm just talking about lines  
14 here. I'm not talking about --

15 A. Right. But the lines --

16 Q. -- service area or --

17 A. -- that are involved in this imbalance  
18 exist in this entire exchange area.

19 Q. Right. But I just -- well, I'm talking  
20 hypothetically at the moment. So the hypothetical  
21 question is, if I have a thousand lines and you  
22 have a hundred lines, is there some way just from  
23 knowing that one fact, no other fact at all, that I  
24 can tell whether I'm in balance or not?

25 MR. HOGUE: Mike, do you want to grab the

1 microphone?

2 MR. HARRINGTON: Yeah, please take the  
3 microphone.

4 THE WITNESS: I'm trying to -- I think I  
5 understand what you're saying.

6 Q. (MR. HARRINGTON CONTINUING) Why don't you  
7 state back what you think I said and then we'll  
8 confirm if it's the same thing.

9 A. You're suggesting that you need -- first I  
10 believe you said that it's all about minutes of use  
11 in order to determine whether there's --

12 Q. Balance, that's right.

13 A. -- balance; right?

14 Q. Yes. Mm-hmm.

15 A. So let me ask you this then just so I make  
16 sure I understand. If Missouri Valley only had --  
17 or in this case Missouri Valley had a total of a  
18 thousand lines --

19 Q. Right.

20 A. -- and Midco only had one line --

21 Q. Yeah.

22 A. -- how many minutes could this  
23 thousand-line outfit handle compared to the  
24 one-line company? Could they ever be in balance?

25 Q. All right. I'm going to ask you the

1 question back.

2 A. Oh, okay.

3 Q. No.

4 A. I'm just trying to understand it. I think  
5 it's a combination of both --

6 Q. I understand.

7 A. -- to answer your question, lines and  
8 minutes of use.

9 Q. I understand the question -- I understand  
10 what your concern is.

11 I'm going to give you a bunch of  
12 simplifying assumptions.

13 A. Okay.

14 Q. I'm not going to tell you those are in the  
15 real world, but I'm going to ask you simplifying  
16 assumptions. Simplifying assumption number one is  
17 there is no limit on the number of minutes that an  
18 individual line can have, and an individual line --  
19 this is hypothetical, remember. And the only fact  
20 we know otherwise is that the number of lines is  
21 different. Does that tell me whether you're in  
22 balance or not?

23 A. Again, I think I will state that I believe  
24 in order to truly determine the balance you have to  
25 factor in those lines and minutes of use.

1 Q. I'm going to direct you to --

2 A. Based upon what is known right now.

3 Q. I'm going to ask the arbitrator to direct  
4 you to answer the actual question.

5 A. I'm not -- can you restate the question?

6 Q. If you assume that there's no limit on the  
7 number of minutes a single line can have, can you  
8 tell from just knowing the number of lines whether  
9 traffic is in balance? Just yes or no.

10 A. This isn't -- this is more than  
11 hypothetical, but, no, I mean, the answer --

12 MR. WARD: Okay.

13 Q. (MR. HARRINGTON CONTINUING) That's all I  
14 wanted to know.

15 A. I don't even understand the relevance.  
16 We're talking about an impossible scenario.

17 Q. Let's talk about miles of plant. You've  
18 got your chart up there.

19 A. Mm-hmm.

20 Q. Can I tell from miles of plant -- and I'm  
21 going to give you an assumption you can probably  
22 live with. Assuming that both parties have enough  
23 miles of plant to actually serve a reasonable  
24 number of customers -- okay?

25 A. Okay.

1 Q. -- can you tell from the number of miles  
2 of plant alone whether or not traffic is in  
3 balance?

4 A. No.

5 Q. What are the exact reasons why you cannot  
6 tell that traffic -- I'm sorry. You said no. That  
7 was the answer -- I thought you said yes. My  
8 apologies.

9 MR. WARD: I wondered where you were --

10 MR. HARRINGTON: I was waiting for a  
11 different answer.

12 THE WITNESS: I think you should finish  
13 asking that next question, though.

14 MR. HARRINGTON: No. No. I withdraw it.  
15 I withdraw it. You were a cooperative witness. I  
16 don't need to ask you an uncooperative witness  
17 question.

18 THE WITNESS: I'm trying to be.

19 Q. (MR. HARRINGTON CONTINUING) Okay. So I  
20 can't tell from number of lines, I can't tell  
21 from --

22 A. No, no, no. You said --

23 Q. I'm going through the list. We can't tell  
24 from number of lines alone, we can't tell from the  
25 number of miles of facilities alone. If we just

1 know the service area, can we tell whether traffic  
2 is in balance?

3 A. Just the service area?

4 Q. Just the service area?

5 A. Absent a traffic study, no.

6 Q. Okay. So you have these factors on page  
7 3, lines 2 to 9, and none of them by themselves  
8 will tell you whether you're in balance; is that  
9 right?

10 A. Page 3?

11 Q. Page 3, lines 2 to 9. These three  
12 factors, none of them by themselves will tell you  
13 whether you're in balance?

14 A. 3 through 9 basically says traffic is not  
15 roughly -- it's in balance right now -- it's out of  
16 balance.

17 Q. Right, but each of the factors you cite by  
18 itself -- let's go back to -- I'm sorry, there's  
19 one I missed -- there are two I missed. Facilities  
20 that would be interconnected, first of all, what is  
21 that?

22 A. Which line are you referring to?

23 Q. On lines between -- I'm not sure whether  
24 it's 5 or 6. The facilities that would be  
25 interconnected is one of your indicators, and I'm

1 not sure what that means, so can you tell me what  
2 that means?

3 A. I believe that's referencing the  
4 facilities of one party --

5 Q. You mean the extent of the facilities?

6 A. -- interconnected.

7 Q. The size of the network?

8 A. Yes. Yes, of each party once  
9 interconnection takes place.

10 Q. All right. So that's the same thing as  
11 the facilities of the two companies, it's just a  
12 variation of the same point?

13 A. Yeah.

14 Q. Then you say the customer mix.

15 A. Mm-hmm.

16 Q. And you've already told me that you  
17 believe that business customers terminate more  
18 calls than residential customers?

19 A. I believe that to be the case, yes.

20 Q. Right. And that's an important factor  
21 from your perspective on whether there's balance?

22 A. Correct.

23 Q. Do business customers originate more calls  
24 than residential customers? Mr. Duval's testimony  
25 says so. Do you agree with him?

1           A.    No.  My belief is that I think business  
2 customers could -- my belief is that, again, absent  
3 a study, I believe that business customers would  
4 typically terminate more.

5           Q.    Right.

6           A.    That's my personal.

7           Q.    I understand that.  I'm asking you a  
8 different question.  Mr. Duval's testimony says  
9 that business customers both terminate and  
10 originate more calls than residential customers,  
11 and my question is if you agree with him on that  
12 point.

13          A.    Business compared to residential?

14          Q.    Yes.  So business customers terminate more  
15 than residential customers and he says business  
16 customers originate more than residential  
17 customers.  Do you agree with him on that?

18          A.    I don't know that I do.

19          Q.    He's your expert.  You don't agree with  
20 him?

21                MR. HOGUE:  Our witnesses don't parrot  
22 their experts, Mr. Harrington.  They have  
23 independent thought.

24                MR. HARRINGTON:  Ah.  I'm just interested  
25 in asking -- asking the question and getting the

1 answer.

2 MR. WARD: It's kind of an argumentative  
3 question.

4 MR. HARRINGTON: Okay. All right. I'm  
5 sorry.

6 Q. (MR. HARRINGTON CONTINUING) So --

7 MR. WARD: I'm looking at the atomic clock  
8 and I'm thinking in the spirit of cooperation it  
9 might be a good time to break for lunch. Is  
10 that -- how much more do you have?

11 MR. HARRINGTON: I can probably finish the  
12 balance discussion in a couple of minutes and then  
13 that would be a good breaking point.

14 MR. WARD: Okay.

15 Q. (MR. HARRINGTON CONTINUING) There has  
16 been some discussion of the costs you incur for  
17 your facilities in far-away areas and that's part  
18 of your analysis of balance and the rate that ought  
19 to be paid.

20 A. Mm-hmm.

21 Q. When you're asked to extend a line to a  
22 far-away place, under North Dakota law are you  
23 entitled to get compensation for that?

24 A. We do have a consideration -- a  
25 construction policy. That's on file with the

1 Public Service Commission.

2 Q. Right. And you take advantage of that on  
3 occasion; is that correct?

4 A. We try to utilize that, but,  
5 unfortunately, not everybody recognizes the need  
6 for aid to construction but, yes, we certainly have  
7 benefited from that.

8 Q. And if the customer refuses to make those  
9 payments, you're entitled to not extend the  
10 facilities; right?

11 A. That's when things become not so much fun.

12 Q. In the last few years -- you provided us a  
13 discovery response on this question. In the last  
14 few years you've done this 10 or 11 times; is that  
15 fair?

16 A. I think that's fair.

17 Q. I'm going to show you what's marked as  
18 Exhibit 5.

19 A. Okay.

20 Q. There's your discovery response. Is that  
21 your discovery response?

22 A. Yes, it is.

23 Q. And those are all accurate?

24 A. I believe that they are.

25 MR. HARRINGTON: First I'd like to move

1 for admission of Exhibit 5.

2 MR. HOGUE: No objection.

3 MR. WARD: Exhibit 5 is received.

4 Q. (MR. HARRINGTON CONTINUING) You're still  
5 doing this today; right? This is an ongoing  
6 process? When someone wants to have facilities  
7 extended to far-away places, you ask them to pay?  
8 Yes?

9 A. Yes, this policy is still in place today.

10 Q. Have you done it recently, in the last  
11 month or so?

12 A. I believe so. I can't tell you the  
13 specifics, but I do know that due to the number of  
14 developments, and so forth, taking place in  
15 Williston, I do know it's discussed with a number  
16 of developers.

17 Q. Are you familiar with someplace called the  
18 Value Place Hotel?

19 A. I may be.

20 Q. Okay. Would it surprise you to hear that  
21 they were asked to provide \$50,000 to construct to  
22 their location?

23 A. I don't review the aid to construction  
24 requests, so I'm --

25 Q. \$50,000 is pretty big in your budget? In

1 fact, all of those amounts are pretty big in your  
2 budget, aren't they? You don't -- those are below  
3 the level you review?

4 A. Yeah, I have a chief operating officer  
5 that's responsible for the operations and I rely on  
6 his expertise.

7 Q. Is that chief operating officer just for  
8 Williston or for all of Nemont?

9 A. It's for all of Nemont.

10 Q. But, nevertheless, you're going to  
11 continue to do this for line extensions that you  
12 feel are outside your current actual serving area?

13 A. Yeah, when the costs exceed a reasonable  
14 request, certainly.

15 MR. HARRINGTON: All right. That's all I  
16 have on this topic.

17 MR. WARD: Okay. Let's break there.  
18 We'll be back at 1:15. Does that work?

19 MR. HARRINGTON: Fine with me. We're  
20 going to need to make --

21 MR. WARD: Is that enough time?

22 MR. HARRINGTON: -- copies.

23 MR. WARD: Okay. And then at that time we  
24 can get 21 and 22 in.

25 MR. HARRINGTON: Yes. I'm hoping not to

1 have --

2 MR. WARD: I know Scott is listening, but  
3 we're taking a break at 11:50 -- and there he is,  
4 so we'll go offline.

5 (Recess taken at 11:49 a.m. to 1:19 p.m.)

6 MR. WARD: After the lunch break it's  
7 about 1:19, and we're going to continue with the  
8 cross of Mr. Kilgore. Mr. Harrington.

9 MR. HARRINGTON: Thank you, Your Honor.

10 Q. (MR. HARRINGTON CONTINUING) I'd like to  
11 talk a little bit about non-local traffic issues,  
12 and I promise to keep the ISP-bound traffic  
13 discussion brief.

14 Just to start, except for the ISP-bound  
15 traffic issue, you understand Midcontinent has  
16 agreed to your proposal to remove that language  
17 from the agreement?

18 A. Yes.

19 Q. And just to be clear about this, any  
20 access traffic Midcontinent sends to you, you'll  
21 take under tariff and according to your own  
22 existing tariff terms?

23 A. Correct.

24 Q. So let's talk about ISP-bound traffic, and  
25 I do promise to keep this brief because I think we

1 all agree it's a minor issue. Do you have a  
2 proposal on what should be done with any ISP-bound  
3 traffic that might exist?

4 A. I do not.

5 Q. Okay. Are you aware of any dial-up  
6 providers in Williston? Is AOL there?

7 A. Not that I'm aware of, AOL. Nemont  
8 Communications, Inc., has dial-up access service  
9 there.

10 Q. Right. So if today a Nemont -- a Missouri  
11 Valley customer, and I know you call them Nemont,  
12 but Missouri Valley customer could buy dial-up from  
13 Nemont, the parent, or some Nemont affiliate; is  
14 that right?

15 A. They could, or they could purchase it from  
16 any other provider that may be in the area.

17 Q. Right. Okay. So there is some dial-up  
18 available in Williston?

19 A. Yes.

20 Q. Okay. And you testified earlier that you  
21 didn't know -- that you didn't think Midcontinent  
22 offered stand-alone voice. Have you actually  
23 checked to see if it does?

24 A. Personally, no, I have not.

25 Q. Okay. Let's --

1           A.     And to be clear, I said I don't believe  
2     that they offer it in the Williston exchange area,  
3     especially outside of the bounds of the city  
4     limits.  That's my -- that's what I stated.

5           Q.     Okay.  But you haven't checked?  You just  
6     said you have not checked to be sure of that?

7           A.     That's based upon what I've heard  
8     internally through our organization.

9           Q.     Okay.  That's fine.  Let's talk about the  
10    timing of actually physically interconnecting.  And  
11    for the purpose of this I would really like to make  
12    sure we separate the time of physical  
13    interconnection from processes necessary to move  
14    one customer from one carrier to another.  Is that  
15    all right?

16          A.     Okay.

17          Q.     I feel like we might have had some  
18    confusion about that.  You testified earlier that  
19    you thought it might take a while for Midcontinent  
20    to actually be able to physically interconnect on  
21    its side; is that correct?

22          A.     That's correct.

23          Q.     If I were to represent to you that today  
24    Midcontinent has facilities to terminate within 25  
25    feet of the front door of your central office,

1 would that affect your opinion about whether it  
2 would take a long time for Midcontinent to be ready  
3 to interconnect?

4 A. Are those facilities copper based?

5 Q. I'd like you to answer the question I  
6 asked.

7 A. I need to understand. I need to  
8 understand the specifics of the facilities that you  
9 have within 25 feet of our CO in order to answer.

10 Q. So you're saying you don't know?

11 A. No.

12 Q. In answer to the question I asked you,  
13 your answer is that you do not know whether that  
14 would affect the timing?

15 A. My understanding is that we're already  
16 pretty much in agreement in terms of interfacing at  
17 the electrical DS1 level, so is that what you say  
18 you have 25 feet outside of our CO?

19 Q. I'm going to repeat the question and if  
20 the answer is I don't know, that's -- I will accept  
21 that and not ask you anything else, but my question  
22 was, if I represented to you that Midcontinent had  
23 facilities within 25 feet of the front door of your  
24 central office, would that affect your testimony as  
25 to how long you think it would take Midcontinent to

1 be ready to interconnect?

2 A. The extensions of facilities is one  
3 component. So certainly if the agreed-to  
4 facilities are in place -- again, if you don't want  
5 to be specific with me what facilities are there,  
6 it's difficult for me to answer your question.

7 Q. I just only want you to answer the  
8 question I asked.

9 A. I don't understand.

10 Q. Okay. We'll move on. And just to be  
11 clear on one other point here, in the February 28th  
12 letter from Mr. Hogue, Missouri Valley did agree to  
13 the part of the agreement in which the parties were  
14 going to interconnect within 60 days; isn't that  
15 correct?

16 MR. HOGUE: I'm going to object. Maybe  
17 this is a good time to discuss this, Your Honor.

18 The obligations under the Act are that  
19 Midcontinent as the petitioning party identify the  
20 issues that are open for arbitration, and they did  
21 that. Missouri Valley responded, because they're  
22 required under the Act to identify their responses  
23 to the issues identified, and we did that on  
24 December 8, 2011.

25 Following that, I think it was on a

1 telephone conference that we had, that I threw out  
2 the suggestion, because it seemed to be required  
3 under the state commission act, that the parties  
4 start exchanging proposed interconnection  
5 agreements. By me inviting them to send offers and  
6 Missouri Valley sending counteroffers, and if  
7 Midcontinent does not accept one of our terms, it  
8 does not mean that Missouri Valley is bound by the  
9 terms that I suggest. And so I think there's a  
10 fundamental confusion here over what has been bound  
11 by one party or another.

12 The issues -- the statute limits the  
13 issues to arbitration to what they identify and  
14 what we identify, and I suggested that early on in  
15 this process that we start exchanging proposed  
16 agreements.

17 Now, the parties haven't agreed to all of  
18 the terms -- the material terms in any agreement at  
19 this point. And for Midcontinent to argue that,  
20 well, Mr. Hogue said there's a narrowing of the  
21 issues and they accepted this, but we don't accept  
22 issues X, Y and Z, we still don't have an  
23 agreement.

24 And the process is no different in terms  
25 of agreeing to an interconnection agreement than

1 two parties sitting across from the table. I send  
2 you a contract with seven different material terms,  
3 you respond back with, no, I won't take that one,  
4 but will you take these material terms, that  
5 doesn't mean that one is nailed down.

6 And that is the fundamental mistake that I  
7 think Midcontinent is trying to foist on these  
8 proceedings. They came out with their spreadsheet  
9 and said, Well, look, here's the differences. Now  
10 the differences have narrowed. Well, they're not  
11 narrowed until both sides agreed to all the  
12 material terms.

13 And so I don't accept the idea that when I  
14 send correspondence to Midcontinent with a proposed  
15 interconnection agreement, that now, all of a  
16 sudden, both parties are bound to those terms. I  
17 reject that.

18 MR. WARD: Mr. Harrington.

19 MR. HARRINGTON: Yes, I'm going to have  
20 several responses to this. The first is that Mr.  
21 Hogue is incorrect that this is not the kind of  
22 thing that he talks about in a commercial  
23 negotiation.

24 The entire purpose of the arbitration  
25 process and the opportunity for parties to exchange

1 materials is to narrow the issues that are in  
2 dispute. What you do in these processes, and what  
3 has been done since 1996 in these processes, is the  
4 parties identify the areas where they disagree for  
5 the arbitrator so the arbitrator can reach a  
6 conclusion.

7 In this case there were multiple  
8 opportunities to do that, the most recent of which  
9 was our submission on March 14th of a list of open  
10 issues which indicated where there was agreement  
11 and disagreement. Missouri Valley did not respond  
12 to that. They had the opportunity to respond to  
13 that. To suggest at this point, and also in light  
14 of your response of the motion to strike, that  
15 Missouri Valley is allowed to reopen issues on  
16 which it said it had agreed with us is really  
17 extraordinary. That's one.

18 Two, I really think we're entitled to rely  
19 on the representation of counsel. There is clear  
20 representation in that letter that there are very  
21 few issues of disagreement and that they're all  
22 outlined in the letter. I -- in 25 years of doing  
23 this, I have been entitled to rely on what counsel  
24 tells me about the client and what the client has  
25 agreed to. So to the extent that we're now being

1 told that the representations made, not just to me,  
2 but to the Commission, are incorrect, that's very  
3 troubling.

4           Finally, in the letter, itself, this says  
5 it is a specific response to the interconnection  
6 agreement in light of the Commission's rules and  
7 they had 25 days to respond that normally the  
8 Commission's rules give for responses. It's hard  
9 to think that in the context of this letter that  
10 it's anything but a response that ought to bind  
11 them in the context of the arbitration.

12           In any event, the notion that they're  
13 going to reopen the whole thing now would  
14 essentially say this arbitration is going to  
15 continue indefinitely. Now, perhaps that might be  
16 something Missouri Valley would like, but it's not  
17 consistent with the intent of Congress, with the  
18 intent of the Commission's rules, with the practice  
19 of arbitrations for the last 16 years or with the  
20 conduct of this proceeding today.

21           MR. WARD: I am inclined to agree with Mr.  
22 Harrington. I was under the impression that the  
23 exchange of the interconnection agreements was a  
24 narrowing of the issues. I also read your letter,  
25 Mr. Hogue, of February 28th as being an indication

1 not just to them, but to me, as well, that the  
2 issues had been narrowed in these areas, and I  
3 would say that given the timelines under the law,  
4 it would be extremely prejudicial, in my opinion,  
5 to Midcontinent to go back now and reopen the  
6 entire negotiation or the entire proceeding.

7 I think that when I sent out the brief  
8 summary of issues I thought remaining under the  
9 last letter that I got, which came from  
10 Midcontinent, and the attachment identifying the  
11 remaining open issues, there were several  
12 opportunities your side would have had since then  
13 to advise me that those weren't the only issues or  
14 that there were additional issues, and I never got  
15 anything really till the exchange regarding the  
16 testimony of Mr. Kilgore and Mr. Duval that went  
17 beyond what we thought were the open issues, and  
18 until just now I didn't know that we were going to  
19 be trying to reopen the entire thing.

20 So I guess I'm going to limit the issues  
21 to the issues that were identified as open issues,  
22 the issues that I asked for additional information  
23 today, and I'm going to stand behind that.

24 MR. HARRINGTON: Thank you, Your Honor.

25 I'm reminded that we need to provide a

1 copy of Exhibit 22, which was previously admitted.

2 MR. WARD: Right.

3 MR. HARRINGTON: And we're going to move  
4 the admission of Exhibit 21, which is the email to  
5 Mr. Hogue with all the interconnection attachments.

6 MR. WARD: Did you have an opportunity to  
7 look at that, Mr. Hogue?

8 MR. HOGUE: I had an opportunity to look  
9 at the email and I'm acquainted with the  
10 correspondence.

11 MR. WARD: So can I -- are you objecting  
12 to the exhibit?

13 MR. HOGUE: No.

14 MR. WARD: Okay. And Exhibits 21 and 22  
15 are received.

16 MR. HARRINGTON: Thank you, Your Honor.

17 MR. WARD: Is there a copy of Exhibit 21  
18 for me?

19 MR. PELHAM: I just gave you 21. Here's  
20 22.

21 MR. WARD: I'm sorry. Okay. 22, that's  
22 right. Okay.

23 MR. HARRINGTON: Mr. Pelham is keeping me  
24 honest.

25 Q. (MR. HARRINGTON CONTINUING) I'd like to

1 talk about your proposal on stay pending an appeal.  
2 In your testimony in discussing the rates for  
3 reciprocal compensation, you argue that it's  
4 appropriate to adopt those rates because you want  
5 to avoid discrimination between -- as between  
6 Midcontinent and the Sagebrush and Verizon Wireless  
7 agreements; is that correct?

8 A. Correct.

9 Q. Does either of those agreements include a  
10 provision that stays them pending any possible  
11 appeal?

12 A. I'm not aware of one.

13 Q. Are you aware of any other agreement in  
14 North Dakota with a similar provision?

15 A. I'm not.

16 Q. So based on your testimony, wouldn't it be  
17 discriminatory to include such provision in the  
18 Midcontinent agreement?

19 A. I think the two agreements you referenced  
20 between Missouri Valley and Sagebrush and Verizon  
21 are between a wireline company and a wireless  
22 company.

23 Q. So you think --

24 A. We're not comparing, in my mind -- I don't  
25 have nothing to compare it to in terms of wireline

1 to wireline. I'm relying on the agreements that  
2 were negotiated prior to my involvement.

3 Q. So your view is then it would be  
4 discriminatory to adopt a different provision in  
5 one area, but not in another?

6 A. I believe that could be considered  
7 discriminatory.

8 Q. All right. Let's talk about the specifics  
9 of this. As we discussed a little while ago, the  
10 language that was in the agreements that were  
11 passed back and forth between the parties was for  
12 60-day limitation. Is 60 days enough time for you  
13 to file an appeal?

14 A. Yes, it is.

15 Q. Enough time for you to file a request for  
16 a stay with the federal court?

17 A. Yes, it is.

18 Q. So you would be able to get a stay, if a  
19 stay was available, during the time period between  
20 approval of the agreement and the time that you  
21 would have to have interconnection in place? Yes?

22 A. No, I would have time to file it. I don't  
23 know how long it would take.

24 Q. Ah. I'm not going to ask you to answer  
25 this question as a lawyer, but I'm going to ask you

1 as a businessperson. Would you ask the Court to  
2 act on the stay prior to the time that the  
3 agreement went into effect from a business  
4 perspective?

5 A. I think that would be the right thing to  
6 do.

7 Q. Okay. I would like to talk a little bit  
8 about the transitional compensation questions and,  
9 again, I understand we have some constraints on  
10 what they say. I want to go back to your live  
11 testimony where you talked about the amount of  
12 access charges that would be lost as a consequence  
13 of the transition, and could you refresh my  
14 recollection as to what that amount was from  
15 Midcontinent in --

16 A. Based upon --

17 Q. -- in the first year? You came out with a  
18 per-customer amount. I want to get the numbers  
19 behind that per-customer amount.

20 A. I remember referencing the \$140,400 for  
21 the total network access that would be lost.

22 Q. \$140,000, give or take; is that right?

23 A. That's correct.

24 Q. All right. So 2,100 customers?

25 A. Correct.

1 Q. And so, roughly speaking, how much per  
2 customer per year is that?

3 A. I'd have to calculate that. I'm sorry.  
4 I'm not going to attempt that in my head.

5 Q. I have a calculator. Would you do the  
6 calculation, using the numbers we just spoke about,  
7 the 140,000 and the 2,100, please?

8 A. 66.66.

9 Q. Per year?

10 A. Per year.

11 Q. Divide that by 12, please.

12 A. 5.55.

13 Q. 5.55. So that would be \$5.55 per month  
14 per customer?

15 A. That's correct.

16 Q. Thank you.

17 A. Nice calculator.

18 Q. I'm not sure whose it is. All right. I  
19 want to go back to your testimony about the dynamic  
20 environment in Williston. You talked a little bit  
21 earlier about where the CSRs, the customer service  
22 representatives, for Nemont which are shared are  
23 located. I want to go back to your cable cuts. Am  
24 I right that you have a specific team that's  
25 responsible for outside plant and that's what they

1 do?

2 A. Correct.

3 Q. And so in a case of a cable cut, they're  
4 the people who would be responding to the cable  
5 cut?

6 A. Correct.

7 Q. Your switch techs wouldn't be responding  
8 to a cable cut?

9 A. Normally, no, unless there's some sort of  
10 work that needs to be done at a remote terminal, a  
11 terminal that's deployed in the field that has  
12 electronics.

13 Q. That would be very unusual for a cable  
14 cut; right?

15 A. Not necessarily. Depending upon the  
16 circumstances.

17 Q. Also, today you spend a fair amount of  
18 time on doing installation and repair for  
19 Midcontinent customers, don't you?

20 A. Yeah, I believe so.

21 Q. When facilities-based service is in place  
22 and Midcontinent is serving all of its customers  
23 with its own facilities, will you have to deploy  
24 those resources to serve Midcontinent customers?

25 A. To serve --

1           Q.     Will you have to deploy resources to serve  
2 Midcontinent customers who have been switched to  
3 facilities-based service?

4           A.     No, we will not have to dispatch our  
5 technicians to the home of a Midcontinent customer.

6           Q.     So you won't be responsible for repairing  
7 cable cuts to Midcontinent's facilities, unless you  
8 do them?

9           A.     No, but we will -- we will, you know,  
10 continue to maintain our plant to the same  
11 locations.

12          Q.     Right. You won't be responsible for going  
13 and figuring out if there's a problem with a  
14 network interface device at a Midcontinent customer  
15 location?

16          A.     That's correct.

17          Q.     Okay. I'm going to take one moment to  
18 make sure I haven't missed anything in this part.

19                 Oh, yes. I did have a couple more  
20 questions on the LSR charge, and I'm sorry to go  
21 back.

22                 You talked in your live testimony about  
23 doing -- the rate that you had figured was based on  
24 fully loaded costs for each of the employees  
25 involved; is that right?

1           A.     That's correct.

2           Q.     So fully loaded cost, as I understand it,  
3 I'm going to ask you to confirm that I'm right, is  
4 the hourly wage cost of that customer -- of that  
5 employee, I'm sorry, plus all the overhead and  
6 benefits associated with that employee. Is that a  
7 fair characterization?

8           A.     That's correct.

9           Q.     Have I missed anything?

10          A.     Tools, test equipment, vehicles, whatever  
11 it takes for that individual to perform the duties  
12 as assigned.

13          Q.     So capital costs, as well, assigned for  
14 that employee?

15          A.     Mostly operating expenses.

16          Q.     Tools get expensed?

17          A.     Yeah.

18          Q.     Okay. So that would not qualify in  
19 telephone accounting terms as incremental cost,  
20 that would be more like fully distributed cost for  
21 that employee, wouldn't it?

22          A.     I'm not an accountant, but I believe that  
23 makes sense.

24          Q.     All right. So if under the relevant FCC  
25 orders, you only were allowed to use incremental

1 cost, those fully loaded costs would be too high;  
2 would that be right?

3 A. Potentially.

4 Q. Now, I'm going to turn to your Exhibit --  
5 I guess it is now Exhibit No. 18, and I'm going to  
6 start by asking some questions about this for  
7 purposes of whether we're going to continue to  
8 object to it.

9 So, first, I'd like to know -- ask you to  
10 remind me, how long have you been employed by  
11 Missouri Valley?

12 A. I was originally hired in March of 2005,  
13 but not in the capacity of general manager. I  
14 served in this capacity since 2009.

15 Q. So about three years, a little less?

16 A. Yes.

17 Q. And your current CFO, who I know was not  
18 present at the earlier hearing, how long has she  
19 been employed?

20 A. About two years now, I think. Has it been  
21 that long? It's went pretty quick.

22 Q. And your testimony was that you had  
23 discovered that there were -- I'm not sure if the  
24 word is right -- anomalies or discrepancy?

25 A. Anomalies.

1 Q. -- anomalies in the operating expenses for  
2 2007 and 2008; is that right?

3 A. That's correct.

4 Q. Those years were -- the financial  
5 statements for those years were audited, weren't  
6 they?

7 A. They were.

8 Q. And the operating expenses and all of your  
9 expenses were reported on your tax returns, weren't  
10 they?

11 A. They were.

12 Q. And are you planning to revise the 2007  
13 and 2008 financial statements and tax returns?

14 A. I'd have to defer that question to my CFO.

15 Q. So you don't know?

16 A. I don't know that.

17 Q. When did you discover these anomalies?

18 A. When you pointed the flaws out yesterday.

19 Q. Yesterday did anyone at Midcontinent  
20 discuss operating expenses on this chart?

21 A. No, but the comment was made that there  
22 were flaws in it, and it caused us to look at the  
23 assumptions that were made, and there were  
24 obviously ones that stood out as I indicated, and  
25 the network access revenue assumptions, 15.96,

1 which we know is quite a bit out of line.

2 Q. I'm just asking you about operating  
3 revenues now. No one yesterday said anything about  
4 operating revenues; is that correct?

5 MR. SIMMONS: Expenses.

6 Q. (MR. HARRINGTON CONTINUING) Expenses.  
7 I'm sorry. Operating expenses. Is that correct?

8 A. No, other than flaws -- the thing was full  
9 of flaws, I believe is the term I heard.

10 Q. Full of flaws. I see.

11 A. And as I stated earlier, the purpose that  
12 this serves in my testimony, again, is -- and the  
13 only expert comment I can make on this, and I  
14 wouldn't even necessarily call it expert. My  
15 understanding, based upon the number of customers  
16 on the resale platform, that equates to 676,900 in  
17 local resale revenue, accompanied with 140,400 in  
18 access revenue, and that results in an impact of  
19 \$817,000. That's the only purpose that I have for  
20 this spreadsheet, Mr. Harrington. And I'm sure you  
21 may have other questions, but I just got to tell  
22 you honestly what I'm prepared to talk about and  
23 that is it.

24 Q. I don't doubt that that's what you're  
25 saying. I'd like to also know, did you provide

1 earlier the backup for the operating expense  
2 forecast to us in your testimony? Were there any  
3 working papers associated with your testimony for  
4 that forecast?

5 A. I'm not sure.

6 Q. Have you provided them today for this?

7 A. For this?

8 Q. Yeah.

9 A. I don't believe so.

10 Q. Okay. So you redid these calculations  
11 between the end of the hearing yesterday and the  
12 hearing this morning and didn't provide the work  
13 papers; is that right?

14 A. That's correct.

15 Q. But 2007 and 2008 were completed three  
16 years ago; is that right?

17 A. Yes.

18 Q. So you're purporting to tell us that the  
19 expenses in those years affect your projections for  
20 the years 2012, '13, '14, '15 and '16; is that  
21 correct?

22 A. That's correct.

23 Q. All right. I would like to ask you now  
24 about the network access numbers, and I'm going to  
25 look at your network access line under the resale

1 model. That's the base number. I'm going to ask  
2 you about whether individual things -- individual  
3 items are included in that so I understand what's  
4 there.

5 A. Okay.

6 Q. Does this include switched terminating  
7 access?

8 A. I believe it does.

9 Q. Does it include switched originating  
10 access, standard originating access? I'm not  
11 asking about 8YY yet.

12 A. I think it does.

13 Q. Does it include 8YY -- and let me explain  
14 for people who might not know, 8YY is the revenue  
15 that you get for terminating 800 calls, toll-free  
16 calls.

17 A. I'm not sure if that's in there or not.

18 Q. You don't know if that's in there?

19 A. I don't.

20 Q. All right. Does that include special  
21 access?

22 A. It does.

23 Q. Do you project growth in special access?

24 A. Yes, there is a little bit of growth in  
25 special access.

1 Q. Okay. I see you have the growth in the  
2 business lines.

3 A. Mm-hmm.

4 Q. So that growth is going to be  
5 proportionate, in your view? Yeah, we can look at  
6 your chart, but I'm looking -- actually looking at  
7 your assumption here where you say business --  
8 actually, I don't know what your assumption is.  
9 What's your assumption about business line growth?

10 Actually, let me stop and ask you a  
11 question. Did you prepare this chart?

12 A. No, I did not.

13 Q. I see. Who did?

14 A. I think the template of this chart was  
15 prepared in an earlier proceeding and current  
16 financial staff updated it with current data.

17 Q. So this includes growth in special access,  
18 so direct lines that business customers buy. I  
19 don't think a lot of residential customers are  
20 buying them.

21 A. That's correct.

22 Q. Does it include money you get from the  
23 access recovery charge that's been approved by the  
24 FCC?

25 A. I don't know.

1 Q. Does it include money you get from the  
2 Connect America Fund?

3 A. I have not received any money from the  
4 Connect America Fund.

5 Q. Money that you would be getting from the  
6 Connect America Fund under the intercarrier  
7 compensation order.

8 A. I don't know if this model is built to  
9 accommodate Connect America Fund funds.

10 MR. HARRINGTON: At this point, Your  
11 Honor, I'm going to move to exclude this exhibit.  
12 I'm going to move to exclude it on the following  
13 grounds: First of all, that there's not been  
14 sufficient information available to us to be able  
15 to determine whether these numbers are right or  
16 wrong. We don't know the basis for their  
17 projections. We don't know why they think the 2007  
18 and 2008 have an effect going forward five years  
19 later. We do not know what they think is included  
20 in their own network access number, which is their  
21 central argument that they're going to lose access  
22 revenues. We do not -- we know, in fact, that they  
23 decided to do this chart yesterday when the  
24 information should have been available to them, in  
25 fact, was available to them months ago, and they

1 provided a different chart to us a week ago  
2 Wednesday. This chart is useless and for that  
3 reason I think it has to be excluded.

4 MR. WARD: Mr. Hogue, your response.

5 MR. HOGUE: Your Honor, we disagree with  
6 it. The witness has testified why the document is  
7 relevant. It's relevant because it shows, in his  
8 mind, the amount of lost revenue due to a  
9 conversion of the 2,100 Midcontinent customers from  
10 a resale agreement to a facility-based  
11 interconnection. There's lost access revenue and  
12 lost end user revenue. And that's all he's trying  
13 to show with this.

14 Now, I get that Mr. Harrington can poke  
15 holes in the witness's testimony not knowing all  
16 the assumptions, but that's the only reason that  
17 it's being offered. It's not being offered for the  
18 purposes that Mr. Harrington would like to  
19 cross-examine the witness about. So I think the  
20 exhibit should be admitted.

21 MR. HARRINGTON: Your Honor, I  
22 respectfully disagree with his characterization of  
23 this. It's pretty clear that they're offering this  
24 for the purpose of demonstrating that when  
25 facilities-based interconnection is put into place,

1 that they will start losing money.

2 I think it's equally clear that at some  
3 point yesterday they realized that the chart they  
4 put in previously was not making the point they  
5 wanted to make, and so, as a consequence, that's --  
6 his argument is wrong.

7 Further, I'm not objecting to this on the  
8 ground of relevance at all. I'm objecting to it on  
9 the ground that it's unreliable, unsubstantiated,  
10 without foundation.

11 MR. WARD: On that ground, Mr. Harrington,  
12 on the foundation ground, I'm going to grant your  
13 objection. I mean, I'm going to deny this exhibit  
14 from being offered -- or presented into evidence at  
15 this time because I do agree with the analysis that  
16 there are many flaws in it and from that standpoint  
17 I don't think it's something we can rely on. Mr.  
18 Kilgore can testify as to the numbers, like he has,  
19 but this exhibit really has enough foundational  
20 holes in it that it doesn't really support -- to me  
21 it's just not sufficiently reliable for me to admit  
22 it into evidence based on that attack on  
23 foundation.

24 MR. HARRINGTON: Your Honor, I do not  
25 believe that I have any additional cross for Mr.

1 Kilgore.

2 MR. WARD: Mr. Hogue, any redirect?

3 MR. HOGUE: Yes.

4 **REDIRECT EXAMINATION**

5 **BY MR. HOGUE:**

6 Q. Mr. Kilgore, you were asked earlier about  
7 local traffic. Can you describe for the arbitrator  
8 what EAS is?

9 A. EAS stands for extended area service.  
10 Extended area service by definition is defined as  
11 traffic that originates in one local exchange and  
12 terminates in another local exchange.

13 Q. Is EAS traffic local traffic?

14 A. No. EAS is non-local traffic since it  
15 originates in one exchange and terminates in  
16 another local exchange.

17 Q. Why do companies like Missouri Valley have  
18 EAS arrangements with neighboring exchanges?

19 A. Well, it's probably popular in many parts  
20 of the country, but in rural America it's very  
21 popular because most of the trading centers are  
22 located in the larger towns, if you will, so it  
23 allows one larger calling area for those that are  
24 spread out over many miles.

25 MR. HARRINGTON: I'm not going to object,

1 but I would like to interject and just say -- it  
2 may not have been clear to all involved --  
3 Midcontinent is not asking for EAS. We will not  
4 ask for any EAS provision in this agreement. So if  
5 you want to keep making a record on this, this is  
6 fine, but we're not going to ask for EAS.

7 MR. WARD: That was my understanding.

8 MR. HOGUE: Okay.

9 MR. HARRINGTON: We don't have any problem  
10 with your testimony on that point.

11 Q. (MR. HOGUE CONTINUING) You were asked  
12 about the -- Exhibit 7, which I think is the LSR  
13 charges for other rural telcos. Do you recall that  
14 testimony?

15 A. I do.

16 Q. Can you state generally how your labor  
17 rates compare to other communities in North Dakota?

18 A. Well, since I live so close to Williston,  
19 I'm far more familiar with Williston than I am any  
20 other part of North Dakota and I, of course, am  
21 familiar with labor markets in northeast Montana.

22 There are a lot of jobs available in  
23 Williston, I think as everybody knows. And even  
24 fast food places like McDonald's are now paying 18  
25 to \$22 an hour for help. That's a pretty

1 significant wage in Williston that I think is not  
2 the norm, it's much higher than I believe what the  
3 norm is in other parts of the state, perhaps even  
4 the country. So the labor rates -- the prevalent  
5 labor rates in Williston, I believe, are much  
6 higher than in the surrounding areas.

7 Q. You were asked several questions about the  
8 amounts you charge in different agreements, an  
9 agreement that you might have with Sagebrush or  
10 Verizon. Do you have somebody that's sitting in  
11 your office updating those rates every year or  
12 month to make sure they reflect the current labor  
13 rates?

14 A. I wish I could tell you that they're  
15 updated on a very regular basis, but a lot of times  
16 these rates are established and they stay there  
17 until at some point in time they're either reviewed  
18 or there's a need to change them.

19 Q. So you don't dedicate anybody to  
20 continually updating these rates; is that your  
21 testimony?

22 A. That's correct.

23 Q. So now you're presented in the fall and  
24 early spring of 2012 with a proposed  
25 interconnection agreement; correct?

1           A.     Correct.

2           Q.     And did you ask somebody to calculate out  
3 what it costs Missouri Valley to, for example, port  
4 a customer -- a resale customer over to a  
5 facilities-based interconnection?

6           A.     I did.

7           Q.     And is that 38.50 a reasonable -- in your  
8 mind, a reasonable cost for that process?

9           A.     It is based upon the amount of time that  
10 they assumed it would take the various employees to  
11 complete their respective tasks, and as I stated  
12 earlier, again, we have nothing to go by, David, so  
13 they're doing their best with what they know and,  
14 again, if we've miscalculated on our estimated  
15 amount of time, that obviously would lower that  
16 rate, but I don't think it's unreasonable based  
17 upon what we don't know.

18          Q.     If we go back to the EAS arrangement, I  
19 know -- I understand Midcontinent is not looking  
20 for that type of arrangement, but are they -- is a  
21 competitive local exchange like Midcontinent, are  
22 they entitled to get that arrangement from your  
23 neighboring companies?

24          A.     Yes, absolutely -- yeah, and that specific  
25 requirement, that's the sole purpose of Section

1 251(a) of the Telecommunications Act. 251(a) does  
2 not specify the exchange of local traffic. It  
3 doesn't say that at all in 251(a), so I believe  
4 251(a) would be the precise way in order to  
5 connect, indirectly or directly, with another  
6 telecommunications carrier. So certainly Midco  
7 could do that.

8 Q. Well, what I'm hearing from you, so that's  
9 your understanding of what a 251(a) request is?

10 A. Well, that's exactly what it says in the  
11 Telecom Act.

12 MR. WARD: I think we'll let the lawyers  
13 determine what 251(a) says or doesn't say.

14 MR. HOGUE: Okay. I think that's all that  
15 I have.

16 MR. WARD: Okay. Anything else?

17 **RE-CROSS-EXAMINATION**

18 **BY MR. HARRINGTON:**

19 Q. Just really fast on the questions about  
20 the charge, the LSR charge. You testified that you  
21 don't have someone sitting there updating these  
22 rates monthly.

23 A. Not on a regular basis, no, we don't.

24 Q. I can't say I blame you. Have you looked  
25 at the rates that you charge Verizon Wireless and

1 Sagebrush Cellular at all in the two years since  
2 you became general manager?

3 A. I have not.

4 Q. I'm sorry. It's more than two years now.  
5 It's two years since you're CFO.

6 A. It's going on quick.

7 Q. You haven't looked at them all. But you  
8 just said your labor costs have been going up a  
9 lot; right?

10 A. No. No. I said the labor in Williston is  
11 going up and I used the example of what McDonald's  
12 is paying their help.

13 Q. Right. So labor costs in Williston have  
14 gone up a lot. Did you just say that your labor  
15 costs on the whole haven't gone up a lot?

16 A. No, it's not.

17 Q. Okay. So you're saying your labor costs  
18 in Williston and elsewhere have gone up a lot, and  
19 you have not reviewed those agreements to see if  
20 you should try to charge for these things now; is  
21 that right?

22 A. That's correct.

23 Q. You also said you might look at updating  
24 the rates based on what happens over time with  
25 Midcontinent and whether you achieve efficiencies.

1 You didn't use that word, but I think that's what  
2 you meant.

3 A. That's exactly what I meant.

4 Q. If you haven't been updating the rates for  
5 Verizon Wireless and Sagebrush, why should we think  
6 you would do that for Midcontinent?

7 A. It's -- honestly, it's never been brought  
8 to my attention till now, and then obviously -- you  
9 know, we want to be fair obviously. We just want  
10 people to be respectful of the fact that we haven't  
11 done this before, so we're trying to do our best to  
12 provide the appropriate rate.

13 Q. And what you mean by haven't done this  
14 before is although you've done number portability  
15 for Sagebrush Cellular and Verizon Wireless, you  
16 haven't done it for Midcontinent; correct?

17 A. No, that's not what I'm saying. I'm  
18 saying we have not completed a wireline to  
19 wireline, sir.

20 MR. HARRINGTON: I think that's what I  
21 asked you, but that's all right. I am done. I  
22 have nothing further, Your Honor.

23 MR. WARD: Anything else?

24 MR. HOGUE: No.

25 MR. WARD: Okay. Mr. Kilgore, you may

1 step down. Your next witness, Mr. Hogue.

2 MR. HOGUE: Call Chad Duval.

3 MR. WARD: Let's take two minutes and get  
4 fresh water and then I want to organize my exhibits  
5 a little bit.

6 (Recess taken.)

7 MR. WARD: 2:09 back on the record. Mr.  
8 Hogue, call your next witness.

9 MR. HOGUE: I would call Mr. Chad A.  
10 Duval.

11 MR. WARD: Mr. Duval, I'm required by law  
12 to advise you of the law regarding perjury in this  
13 state. Perjury is a false statement under oath of  
14 material fact made by a person who knows or does  
15 not believe the statement to be true at the time it  
16 is made. Perjury is a Class C felony. A Class C  
17 felony is subject to a maximum penalty of five  
18 years imprisonment, a fine of \$5,000, or both may  
19 be imposed.

20 Having been advised of the penalty for  
21 perjury, please raise your right hand so the court  
22 reporter can administer the oath.

23 **CHAD A. DUVAL,**

24 being first duly sworn, was examined and testified  
25 as follows:

1 MR. WARD: You may proceed.

2 DIRECT EXAMINATION

3 BY MR. HOGUE:

4 Q. Mr. Duval, would you state your full name  
5 and your business address, please?

6 A. Yes. My name is Chad Duval. My business  
7 address is 3121 West March Lane, Suite 100,  
8 Stockton, California, 95219.

9 Q. I know in your prefiled testimony you've  
10 given some of your background, but can you  
11 summarize that for the arbitrator, please, your  
12 professional background?

13 A. Sure. I have been in the  
14 telecommunications industry for approximately 17  
15 years. In that time frame I've worked for a  
16 variety of different firms, most of which are  
17 focused on providing financial and regulatory  
18 consulting services to rural rate-of-return  
19 carriers such as Missouri Valley Communications.

20 I'm currently employed -- or currently a  
21 principal in the accounting and consulting firm of  
22 Moss Adams, LLP, where I am responsible for the  
23 direction of our telecommunications consulting  
24 practice firmwide.

25 Q. Do you have in front of you exhibits

1       numbered 13, 19 and 13.1?

2             A.     I have in front of me, it appears to be,  
3       Exhibit 13, 19 and 13.1, yes.

4             Q.     Would you describe those exhibits, please?

5             A.     Sure.   Exhibit 13 is my direct testimony  
6       that was filed on March 26th, 2012.

7                     Exhibit 19 is Attachment 1 to that direct  
8       testimony that was filed on March 26, 2012, and  
9       that is an analysis of minutes of use between  
10      business and residential customers for Missouri  
11      Valley Communications and Midcontinent  
12      Communications.

13                    Exhibit 13.1 is a supplement to the direct  
14      testimony that I filed that is being filed today to  
15      make some corrections to the testimony -- the  
16      prefiled direct testimony that was filed on March  
17      26 of 2012.

18            Q.     With regard to Exhibit 13, did you make  
19      changes to that exhibit since the original filing  
20      of your prefiled testimony?

21            A.     This, no, there have not been any changes  
22      to the direct testimony.   The changes I made are in  
23      a supplement to that direct testimony explaining  
24      what the variances are from the direct to the  
25      supplement.

1 Q. Were you aware that the arbitrator had  
2 struck some of your prefiled testimony?

3 A. Thank you, Mr. Hogue. Yes, that is  
4 correct. I was notified late yesterday that there  
5 was some of my prefiled direct testimony that had  
6 been stricken from the record, so the existing  
7 Exhibit 13 in front of me includes that language  
8 that the arbitrator did strike from that prefiled  
9 direct testimony.

10 Q. And then could you provide a little more  
11 of a description of what the exhibit I've called  
12 13.1, your supplemental testimony?

13 A. Yeah, I'd be glad to. Exhibit 13.1, what  
14 it's designed to do, the supplemental testimony, in  
15 my prefiled direct testimony there were a couple of  
16 erroneous references to current FCC rules when in  
17 reality those were references to the prior version  
18 of the FCC's rules. So by the supplement, what I  
19 wanted to clarify was what the previous rules were,  
20 the intent of the reference and what the current  
21 rule is so that I wasn't misstating myself in the  
22 prefiled direct testimony, because I did  
23 erroneously say that it was the current version or  
24 led the arbitrator to believe that those are what  
25 the rules say. Those were prior versions, so I

1 wanted to make sure that it was very clear that  
2 those were prior versions and these are the current  
3 version of what the FCC rules state.

4 MR. WARD: Has Mr. Harrington seen 13.1?

5 MR. HARRINGTON: Yes, Your Honor, I have.

6 And just to be clear, we had a discussion  
7 previously and there was a correction to that  
8 language.

9 THE WITNESS: That is correct. In 13.1  
10 there are three references to dates, and those  
11 references are on page 14 (sic). Where it says  
12 December 29th, 2012, 2012 should state 2011, so I'm  
13 making that correction to the exhibit here.

14 MR. HARRINGTON: And that is on lines 11,  
15 12 and 27 on page 4?

16 THE WITNESS: That is correct.

17 MR. WARD: Do you have any objection to  
18 those changes?

19 MR. HARRINGTON: No, Your Honor. We think  
20 they make it correct.

21 THE WITNESS: And I have made those  
22 corrections and initialed that in the official  
23 Exhibit 13.1 here.

24 MR. WARD: Maybe I'm not following. I  
25 thought that was on page 14.

1 MR. HARRINGTON: I'm sorry. Page 4.

2 MR. WARD: Page 4.

3 MR. HARRINGTON: 4 of the supplement.

4 THE WITNESS: Page 4 of the supplement.

5 MR. WARD: Oh, okay. Do I have a copy of  
6 the supplement?

7 MR. HOGUE: I didn't give you a copy.  
8 Sorry.

9 MR. WARD: Okay. Are you going to  
10 offer -- is that it?

11 MR. HOGUE: Yes, I'm going to offer 13,  
12 13.1 and 19.

13 MR. WARD: Any objection?

14 MR. HARRINGTON: We do not object subject  
15 to making sure that all of the portions that are  
16 supposed to be struck in 13 are struck in the copy  
17 that's given. I understand that is what you  
18 intended to do?

19 THE WITNESS: That is correct.

20 MR. HARRINGTON: Then we do not have  
21 objections.

22 MR. WARD: Okay. 13, 13.1 and 20 --

23 MR. HOGUE: 19.

24 MR. WARD: -- 19 are received.

25 Q. (MR. HOGUE CONTINUING) Mr. Duval, there

1 have been a couple questions that have come up that  
2 the arbitrator has asked for clarification and I  
3 think you're the person to ask. Can you explain to  
4 the arbitrator what high-cost loop support is?

5 A. Sure. Be happy to. High-cost loop  
6 support is one component of federal universal  
7 service funding that is designed for rural  
8 rate-of-return carriers such as Missouri Valley  
9 Communications that helps them to recover the cost  
10 -- high cost of the local loop facilities.

11 And in essence what a local loop facility  
12 is, it's the end user customer's connection from  
13 the central office or the switch out to that  
14 customer's premises, so it includes copper cable to  
15 the customer's home, it may include fiber cable  
16 from the central office out to the customer's home,  
17 it will include electronics that are designed to  
18 aggregate end user traffic in the field and carry  
19 that back to the end user customer. It also  
20 includes the associated overhead costs, including  
21 depreciation expense, maintenance expense,  
22 corporate operations, all of the costs of operating  
23 the business.

24 In essence what high-cost loop support  
25 does is it compares an individual company's what's

1 called a study area cost per loop. So you look at  
2 that individual company's costs and you do a  
3 calculation of what is their annual cost on a  
4 per-loop or a per-line or per-customer basis, and  
5 you compare that per that study area cost per loop,  
6 is what it's referred to, you compare the study  
7 area cost per loop to a national average cost per  
8 loop.

9 If the company's study area cost per loop  
10 is high enough above the national average cost per  
11 loop, then that company will qualify for high-cost  
12 loop support. That high-cost loop support is  
13 designed to offset costs that are assigned to the  
14 intrastate jurisdictions' separations process.

15 So FCC Part 36 separations rules require  
16 us to split costs between the intrastate  
17 jurisdiction and the interstate jurisdiction. So  
18 high-cost loop support is designed to recover a  
19 portion of the cost of the customer's local loop  
20 that is assigned to the intrastate jurisdiction,  
21 but it is federal funding of those costs.

22 In essence what it does is it reduces  
23 local rates or it keeps local rates reasonable for  
24 end user customers, whether they be in North Dakota  
25 or whatever state they may be in. So it's a

1 federal support of the cost of local service.

2 MR. WARD: Thank you.

3 Q. (MR. HOGUE CONTINUING) Is there anything  
4 that's unique about Missouri Valley's eligibility  
5 for high-cost loop support that might be different  
6 than other rural telcos in North Dakota?

7 A. Well, under what's called the Parent Trap  
8 Rule, which is just a definition of a rule that the  
9 FCC has, that basically says that a carrier that  
10 acquires property, acquires exchanges from another  
11 carrier has their amount of universal service  
12 funding, including high-cost loop support,  
13 essentially transferred over to them, so you're  
14 trapped at what the parent company had previously,  
15 the amount of support that they had previously  
16 received.

17 When Missouri Valley was acquired from, I  
18 believe it was, Citizens -- I didn't work with the  
19 company at that point in time, but when the  
20 acquisition took place, the parent company did not  
21 receive any high-cost loop support and didn't  
22 receive other types of support, as well, that we  
23 haven't been asked about, so I won't go into them,  
24 but the parent company didn't receive high-cost  
25 loop support. Therefore, Missouri Valley was not

1 eligible to receive, and does not receive,  
2 high-cost loop support today.

3 Q. Would you describe that as completely  
4 unique or somewhat unique for an exchange -- a  
5 rural exchange in North Dakota?

6 A. Based on some discussion yesterday and the  
7 understanding that there -- we weren't sure who in  
8 North Dakota receives support or not. I did look  
9 that up last night. Within North Dakota there are  
10 22 rural carriers identified by the Universal  
11 Service Administrative Company as being eligible  
12 telecommunication carriers in North Dakota.

13 Of those 22 carriers, 19 receive high-cost  
14 loop support, three do not. Of the three that do  
15 not, I cannot say for sure as to why they don't  
16 qualify. I am vaguely familiar with two of the  
17 three, and believe that the reason that they do not  
18 receive support is also due to the Parent Trap, but  
19 I can't say that for a hundred percent certainty.

20 MR. WARD: Thank you.

21 THE WITNESS: And just to clarify on that  
22 point, throughout the rural telecommunications  
23 industry, the vast majority of carriers qualify to  
24 receive high-cost loop support. Whether their  
25 costs warrant them actually receiving it is another

1 question. I would say it's more the exception than  
2 the rule that a company would be limited by this  
3 Parent Trap requirement. Certainly companies that  
4 were acquired -- there were a lot of acquisitions  
5 in the mid '90s that typically the Parent Trap Rule  
6 did not apply at that point in time. It's more the  
7 acquisitions that took place in the early 2000s to  
8 mid 2000s such as Missouri Valley where that Parent  
9 Trap Rule was in effect and limits the eligibility  
10 for support.

11 Q. (MR. HOGUE CONTINUING) During the  
12 testimony of Mr. Kilgore, he was asked -- or I  
13 think there was a question that attributed a  
14 belief, and I want to confirm whether you hold the  
15 belief or not, that is, whether businesses as a  
16 general rule or as a stereotype originate more  
17 calls than, say, a residential customer that was on  
18 average.

19 A. My belief is that on average, that, yes,  
20 business customers do originate and terminate more  
21 calling than residential customers. I have not  
22 performed any studies. I'm not aware of any  
23 studies that would confirm or deny that. I have  
24 discussed that particular issue with other  
25 colleagues that are familiar with traffic patterns,

1 previously had performed traffic studies, and their  
2 general belief was the same.

3 But typically when a traffic study is  
4 done, you wouldn't boil that down to an individual  
5 customer level. You would look at it on a much  
6 more global level and you wouldn't say how much  
7 traffic is one customer originating and terminating  
8 versus another customer or a class of customer  
9 versus another class of customer.

10 So it's a generally held belief that I  
11 attempted to confirm, but was not aware of any  
12 studies, have not prepared any studies that would  
13 confirm that to be a hundred percent accurate.

14 Q. Yesterday there was testimony, and some  
15 today, about the theory that high levels of  
16 reciprocal compensation motivate traffic pumping  
17 and other abuses that the FCC is trying to rein in.  
18 Do you see that potential for abuse if Midcontinent  
19 and Missouri Valley are sharing -- are  
20 interconnected physically?

21 A. I don't see that potential. Certainly the  
22 direct interconnection between the two companies  
23 has to do with the fact that they have customers  
24 who want to originate and terminate calling to each  
25 other, they have an incentive to do that. Whether

1       there be -- regardless of what the reciprocal  
2       compensation rate would be, they both have the same  
3       incentives back and forth.

4               The sort of perverse incentives that -- I  
5       don't recall if it was Mr. Gates or someone else  
6       referred to earlier having to do with ISP-bound  
7       traffic is something, an anomaly, a situation  
8       that's long since passed. It was due to the fact  
9       that there were a lot of carriers who would  
10      basically give away local service to ISPs so that  
11      they would put their modems, hang them off of their  
12      switch so that there would be a lot of calling  
13      coming into their switch and terminating on those  
14      switches.

15             With sort of the advent or the growth of  
16      DSL and other broadband services, that's really  
17      gone by the wayside. I think Mr. Gates or someone  
18      else referred to the ISP remand order where that  
19      ISP-bound traffic was determined to be interstate  
20      in nature and charged at a rate of triple zero 7 or  
21      .0007 cents per minute of use. I believe that that  
22      potential for arbitrage has gone away and wouldn't  
23      necessarily apply in this situation.

24             Q.     So am I correct in understanding your  
25      testimony, it would be a couple things, one, the

1 fact that there aren't dial-up customers?

2 A. That is correct. I'm not aware of there  
3 being a significant amount of dial-up customers in  
4 the Williston exchange. Having spoken with the  
5 folks at Missouri Valley, my understanding is their  
6 affiliate, Nemont Communications, has no more than  
7 a handful of dial-up customers in the Williston  
8 area.

9 I don't know Midco's business well enough  
10 to say whether they offer dial-up Internet access,  
11 but my presumption is that they would not. I'm not  
12 aware of other cable carriers providing dial-up  
13 Internet access. It's primarily a technology  
14 that's -- I don't want to say completely gone by  
15 the wayside, but end user customers just don't look  
16 for 56-kilobit-per-second dial-up Internet speeds  
17 these days. They're looking more for 10 and 20  
18 megs. So it's a technology that's pretty much gone  
19 by the wayside.

20 Q. And I want to make sure I understood. Is  
21 there a second factor, and that is the absence of  
22 an intermediate long distance carrier that's  
23 sending traffic?

24 A. Certainly when there's a discussion of  
25 traffic pumping or phantom traffic, typically it

1 has to do with there being an intermediate carrier,  
2 that an originating carrier hands it off to that  
3 intermediate carrier without proper billing  
4 information, they then pass it on because they know  
5 the called-to number, so they're passing it on to  
6 the terminating carrier. The problem with that is  
7 in the middle, when it comes to phantom traffic, no  
8 one knows who to actually bill that for. That's  
9 really the issue of phantom traffic.

10 Now, traffic pumping is certainly a  
11 situation that a few carriers have participated in,  
12 some of which are what I would refer to as bad-  
13 acting rural carriers, that have taken loopholes in  
14 the rules to artificially inflate their switched  
15 access rates knowing that there's no competition  
16 for that switched access and charging intermediate  
17 carriers or long distance carriers those exorbitant  
18 switched access rates to terminate traffic on their  
19 network. And I say terminate, but also to  
20 originate traffic on their network.

21 Q. Mr. Duval, there was some testimony, I  
22 think, yesterday and today between Mr. Gates and  
23 Mr. Kilgore about the process of porting a  
24 Midcontinent resale customer over and making that  
25 customer a Midcontinent customer post physical

1 interconnection.

2 A. Okay.

3 Q. And would you agree that that process is  
4 more labor-intensive than the process of simply  
5 what Missouri Valley has done here -- or is asked  
6 to do under the current arrangement where one of  
7 their customers simply becomes a Midcontinent  
8 customer?

9 A. Boy, unfortunately that's sort of an area  
10 that's outside of my expertise. It would be remiss  
11 to respond affirmatively or negatively. It's not  
12 something I have expertise in.

13 Q. Would you know -- let me just ask you  
14 this: Would you know whether -- whether in the  
15 porting process Midcontinent -- or excuse me --  
16 Missouri Valley would have to roll a truck to the  
17 customer home during that process?

18 A. I'm just not aware. I believe there could  
19 be situations, but I shouldn't say definitively.

20 MR. HOGUE: Okay. I think that's all I  
21 have.

22 MR. WARD: Mr. Harrington.

23 MR. HARRINGTON: Thank you, Your Honor. I  
24 am going to try to be concise.

25 MR. WARD: You want to get on that plane.

1 THE WITNESS: I'll attempt to do the same.

2 MR. HARRINGTON: For everyone's benefit.

3 CROSS-EXAMINATION

4 BY MR. HARRINGTON:

5 Q. I'm going to start with some of the things  
6 you talked about just a few minutes ago. So you  
7 have been in this business since about 1995; is  
8 that right?

9 A. Exactly.

10 Q. I checked your testimony. So you were  
11 around for the FCC's original local competition  
12 order and through all the ISP-bound traffic issues  
13 and through traffic pumping and all of that?

14 A. I was very early in my career, yes.

15 Q. You do not appear to have nearly enough  
16 gray hair.

17 You talked about anticipating what kind of  
18 arbitrage issues there might be. Since you were  
19 around for 1996 and what followed, would you say  
20 it's fair to say the FCC didn't anticipate the  
21 ISP-bound traffic problem in 1996?

22 A. I can't speak to what they did or didn't  
23 anticipate, but certainly it was -- it appears to  
24 have been an unintended consequence.

25 Q. Right. Do you recall the arguments in

1 1996 in favor of high reciprocal compensation  
2 charges?

3 A. I do not.

4 Q. Okay. Did the FCC anticipate the traffic  
5 pumping issue arising?

6 A. Again, I can't say what they did or did  
7 not anticipate, but I don't envision, given what  
8 they've done recently related to traffic pumping,  
9 that they envisioned that being an issue.

10 Q. And you have the same answer for phantom  
11 traffic? Okay. I guess you should say something.

12 A. I want to get a better definition of  
13 phantom traffic, but I don't envision that the FCC  
14 intended for carriers to be able to pass traffic  
15 without appropriate billing records, so, yes.

16 Q. All right. Let's turn to your testimony  
17 on reciprocal compensation rates. And, first, you  
18 were here earlier during Mr. Kilgore's testimony  
19 when we discussed Section 51.705?

20 A. Yes.

21 Q. Which is now in your supplemental  
22 testimony?

23 A. Correct.

24 Q. And would you agree with how he described  
25 how 51.705 would work? I can refresh your

1 recollection, if you would like.

2 A. Please do.

3 Q. He indicated that for -- as written, for  
4 traffic -- for agreements that are after December  
5 29th, 2011, that the rate for reciprocal  
6 compensation is set based on either the forward-  
7 looking cost or bill-and-keep?

8 A. I believe if you're looking for me to read  
9 Section 51.705(b)(2), that is what it states,  
10 forward-looking economic cost of such offering  
11 using a cost study or a bill-and-keep arrangement.

12 Q. Right. Do we have a cost study here?

13 A. We do not.

14 Q. All right. I am aware that you have  
15 removed your discussion of proxies, but I would  
16 like to talk a little bit about the underlying  
17 basis for proxies at the time the FCC adopted them,  
18 if we could.

19 A. Sure.

20 Q. You're familiar with how the proxy rule  
21 works -- worked?

22 A. Generally, yes.

23 Q. Okay. So your earlier testimony was that  
24 the maximum switching rate for proxies was 0.4  
25 cents per minute, just the switching component; is

1 that right?

2 A. I believe that's correct.

3 Q. And did the FCC set a range for the  
4 switching rate?

5 A. If I can read from --

6 Q. Feel free.

7 A. -- what's been redacted. The FCC did  
8 identify local switching proxies that ranged  
9 between .002 and .004 per minute at the discretion  
10 of the state commission.

11 Q. Right. And do you have an understanding  
12 of why the FCC set a range for that proxy?

13 A. I couldn't say for sure exactly why they  
14 set the ranges they did.

15 Q. I'm not interested in the end points, but  
16 why they would have chosen to do a range.

17 A. My presumption is that they establish a  
18 range understanding that costs of -- that the cost  
19 for differing carriers would differ -- or different  
20 carriers would have varying costs and so they  
21 allowed for some variance in what those costs would  
22 be.

23 Q. Now, under the proxy rules as you  
24 described them -- the former proxy rules as you  
25 described them, you had a switching component and

1 you had a transport component; is that right?

2 A. That's correct.

3 Q. And the transport component, what did that  
4 cover?

5 A. The transport component covers the --  
6 (Cell phone interruption.)

7 MR. HARRINGTON: Our apologies.

8 THE WITNESS: I'm sorry. Can you restate  
9 the question?

10 Q. (MR. HARRINGTON CONTINUING) Sure. What  
11 did the transport component cover?

12 A. The transport component covered basically  
13 the connection from the central office to the meet  
14 point or wherever the two carriers were to  
15 interconnect.

16 Q. Right. So, for instance, if the meet  
17 point or the interconnection point were a mile from  
18 the central office, you would then have to include  
19 a transport rate?

20 A. Actually, there are two components of  
21 transport rates. One is a fixed rate per  
22 termination, so per connection in the central  
23 office.

24 Q. Right.

25 A. And then there is a mileage component that

1 would cover the facilities that cable -- or the  
2 copper or the fiber cable that then connects the  
3 two carriers that would be charged at a mileage-  
4 sensitive rate.

5 Q. So if you're connecting right at the  
6 central office, the mileage-sensitive rate is not  
7 an issue?

8 A. The mileage-sensitive rate of transport  
9 would not apply, you're correct -- or a very small  
10 component would, but the fixed component of  
11 transport would apply, the channel termination  
12 rate.

13 Q. Do people typically charge for 10 feet?

14 A. Actually they do, because it has nothing  
15 to do with the length of the cable. It has to do  
16 with the cost of the electronics, the equipment  
17 that's being utilized.

18 Q. I meant for the mileage component.

19 A. There is meet point billing that there are  
20 very small percentages calculated at times, but  
21 typically if it's at or within the central office,  
22 then there would be no mileage.

23 Q. Have you been involved in arbitrations on  
24 reciprocal compensation rates before?

25 A. Yes.

1 Q. And so you're familiar with the standards  
2 under Section 251(d) for setting the rates for  
3 reciprocal compensation?

4 A. Yes.

5 Q. Under those standards do you look to any  
6 existing negotiated agreements to determine the  
7 rate?

8 A. Well, in my experience commissions have  
9 latitude to do a variety of things. Obviously one  
10 point that they can take is bill-and-keep. They  
11 can look at a forward-looking economic cost study  
12 or potentially you can use a negotiated rate  
13 between the two parties that's a reasonable  
14 approximation of what the companies' costs are. In  
15 this case we were pointing to the rates between  
16 Missouri Valley Communications and Verizon Wireless  
17 as well as Sagebrush Cellular as a reasonable proxy  
18 of what the forward-looking economic costs are of  
19 providing that service.

20 Q. Under Section 252(d), does Section 252(d)  
21 contain any language that permits you to look at a  
22 negotiated agreement to determine the rate?

23 A. I don't have Section 252(d) in front of  
24 me. I can certainly look at the FCC's rules.

25 Q. Would you like to look at it?

1           A.     I'll take it on your advisement that it  
2 does not.

3           Q.     Actually, I would like you to look, if you  
4 could. I am handing to Mr. Duval my --

5                   MR. WARD:   Rather time-worn.

6           Q.     (MR. HARRINGTON CONTINUING)  -- my  
7 time-worn copy, which I think --

8                   MR. HOGUE:   He did that last night.

9                   MR. HARRINGTON:  Well, I will tell you  
10 that before this trip it was only torn to about  
11 halfway down the page. But I believe it's a  
12 self-authenticating document as a consequence.

13           Q.     (MR. HARRINGTON CONTINUING)  And could you  
14 look at 252(d)(2), which is at the blue tab, and  
15 please try not to tear it anymore.

16           A.     I'll see what I can do. I'm sorry. You  
17 said 252(d)(2)?

18           Q.     252(d)(2), which is at the blue tab. And  
19 I'll ask again after you've finished looking at  
20 this, does it contain any language that permits an  
21 arbitrator to look at negotiated rates to set  
22 interconnection rates in an arbitration?

23           A.     I do not see any specific reference to  
24 negotiated rates.

25           Q.     Thank you. I would like to move on and

1 talk about traffic balance.

2 A. Okay.

3 Q. And in your testimony you provided -- and  
4 I believe that is now Exhibit 19; is that correct?

5 A. Yes.

6 Q. -- a chart.

7 A. Yes.

8 Q. And that chart was, I presume, created as  
9 an Excel spreadsheet; is that --

10 A. That's correct.

11 Q. I'm going to hand you what has been marked  
12 as Exhibit 4. This exhibit was provided to your  
13 counsel on Friday. Did he have a chance to show it  
14 to you?

15 A. Yes, I've looked at it briefly.

16 Q. Okay. What I would like you to do first  
17 is to review the first page and tell me if that is  
18 consistent with your chart.

19 A. Yes, it appears to be.

20 Q. All right.

21 A. I don't see any differences.

22 Q. Okay. There actually is one, but it's an  
23 additional piece of data that's not on yours.

24 A. Okay.

25 MR. HARRINGTON: At this point I would

1 like to move the admission of this exhibit.

2 MR. HOGUE: This is 4?

3 MR. HARRINGTON: This is 4.

4 MR. WARD: The foundation has already been  
5 waived, so the only real ground would be relevance.

6 MR. HOGUE: I don't have any objection.

7 MR. WARD: Exhibit 4 will be received.

8 MR. HARRINGTON: Thank you, Your Honor.

9 Q. (MR. HARRINGTON CONTINUING) So I'd like  
10 to talk a little bit about how you constructed this  
11 chart to start with.

12 A. Okay.

13 Q. Then we'll look at the other pages. You  
14 have been looking at them already.

15 So your premise is that business both  
16 originates and terminates more traffic than  
17 residential, which you've said again during live  
18 testimony; correct?

19 A. Correct.

20 Q. And during the live testimony you  
21 indicated that you had looked around for specific  
22 evidence on this point and that it was general  
23 agreement in your office, but there wasn't any  
24 specific study; is that right?

25 A. I don't think I said in my office, but

1 amongst colleagues, yes.

2 Q. Amongst colleagues. Okay. Do you have a  
3 source for the three-to-one ratio that you picked?

4 A. I do not.

5 Q. So that's your best guess?

6 A. No, it wasn't an attempted guess. It was  
7 to show that if there truly is a difference between  
8 calls terminated by business customers versus  
9 residential customers, that this is what the impact  
10 would be.

11 Q. Right. So your analysis as you've done it  
12 is sensitive to changes in the ratio of minutes  
13 terminated by businesses and residences?

14 A. That's correct.

15 Q. I would like you to take a look for a  
16 moment at scenario 2, and I'm going to describe  
17 this as business and residence customers  
18 terminating the same number of minutes.

19 A. Okay.

20 Q. In that scenario it shows that the traffic  
21 would be in balance; do you think that's an  
22 accurate statement?

23 A. That is accurate.

24 Q. Okay. Now, you also talk about  
25 origination for just a moment. I'm curious, you

1 said they originate more calls as well as  
2 terminating more calls. Do you indicate to me --  
3 would that indicate to me that business customers  
4 on the whole are balanced as a group? Do you have  
5 any information on that?

6 A. I don't have any information, no. As to  
7 whether business customers originate and terminate  
8 a similar amount of traffic on average?

9 Q. Right.

10 A. I could not say for sure.

11 Q. Is there any reason to think that the  
12 proportion would be meaningfully different?

13 A. I think that there are going to be  
14 businesses that originate more traffic than they  
15 terminate and there are going to be businesses that  
16 terminate more than they originate, some that are  
17 balanced. I can't say that.

18 Q. So like residential customers then, some  
19 will originate more, some will terminate more?

20 A. Certainly true, but I'm not comparing the  
21 total calling of one to the other, business to  
22 residential.

23 Q. Right. But the actual amount of traffic  
24 generated by itself by a particular category of  
25 customer is not indicative of whether there's

1 balance; is that right? If I generate a hundred  
2 terminating minutes and you generate 50 terminating  
3 minutes, that doesn't tell me whether you're in  
4 balance or I'm in balance, does it?

5 A. No.

6 Q. Okay. Now, in your analysis what happens  
7 if the proportion of business customers to  
8 residential customers changes between the two  
9 companies? Say Midcontinent and Missouri Valley  
10 end up serving the same number percentagewise, same  
11 percentage of business customers, you have a 40-60  
12 split for both of them, for instance, does that  
13 bring you to 50 percent?

14 A. I believe that it would, but I have not  
15 run that analysis. I believe it's in here, though.

16 Q. Okay. Would you look at scenario 3 for a  
17 minute?

18 A. So that scenario shows where both Missouri  
19 Valley and Midcontinent have the same percentage of  
20 total customers being -- actually, that's actually  
21 not true. That's not what it does. I think maybe  
22 that was what it was intended to do. But it takes  
23 the total of all customers and then splits the --  
24 splits the customers to Missouri Valley and  
25 Midcontinent customers in that ratio.

1 Q. In equal proportion?

2 A. Right, in equal proportion. So I'm not  
3 sure exactly what that was designed to do. It  
4 seems to be a very fictional --

5 Q. Okay.

6 A. -- scenario.

7 Q. Likely the perfectly equal percentages of  
8 business and residential customers for both is  
9 pretty low, we'll agree; is that fair?

10 A. I guess the statistics aren't up there,  
11 are they? The numbers in here would show that  
12 that's not likely to happen in the near future.

13 Q. The other -- also the amounts that are  
14 shown on your chart, they're very sensitive to the  
15 actual rate for reciprocal compensation; is that  
16 true?

17 A. When you say the amounts, they're all  
18 amounts.

19 Q. The total amounts. The total amounts due.  
20 You show total amounts due of \$3,700 a month. Is  
21 that sensitive --

22 A. Oh, the reciprocal compensation?

23 Q. Right. Is that sensitive --

24 A. Their minutes of use -- their amounts of  
25 minutes of use.

1           Q.     Right.  The amount to be paid in  
2     reciprocal compensation, is it fair to say that's  
3     very sensitive to the recip comp rate?

4           A.     Very sensitive to the recip comp rate as  
5     well as the balance of traffic.

6           Q.     Right.  I'm not going to ask you to look  
7     at each of the scenarios at this point, but I think  
8     that covers these in particular.  But I'd like to  
9     go back to one other thing about your chart.

10                  Your chart calculates the relative number  
11     of lines and then calculates the number of minutes  
12     of use for each of those groups of customers;  
13     correct?

14           A.     Correct.

15           Q.     When you do the calculation of whether  
16     there's balance, you make that -- base that  
17     calculation on the number of lines; is that  
18     correct?

19           A.     I'm not sure I'm following you on that.

20           Q.     When you figure out the percentage of  
21     minutes -- well, let me ask you.  So let's go  
22     across the top line.

23           A.     Okay.

24           Q.     MVC residential.

25                  MR. WARD:  Which page are you on?

1           MR. HARRINGTON: I'm on his exhibit, but  
2 it's also scenario number 1 of Exhibit 6. They're  
3 the same. And this is also in his testimony.

4           Q. (MR. HARRINGTON CONTINUING) When you  
5 calculate the MVC MOU and Midco MOU, first what you  
6 do is you take the number of lines for MVC - Res,  
7 multiply that by the number of minutes of use to  
8 come up with the monthly total minutes of use; is  
9 that correct?

10          A. That is correct.

11          Q. Then the next column, MVC MOU, you're  
12 multiplying -- is it correct that you're  
13 multiplying that 335,300 times the 35.85 percent?

14          A. No.

15          Q. I'm sorry. Not 35.85 percent. By the  
16 ratio of total Midcontinent lines to total Missouri  
17 Valley lines?

18          A. That is correct.

19          Q. Right. So --

20          A. So what this is saying is that --

21          Q. So 61.14 percent for the MVC MOU lines,  
22 subject to check?

23          A. Say that number again.

24          Q. 61.14, give or take.

25          A. I don't believe that number is accurate.

1 Q. What number? Do you think it's the 77.71  
2 number?

3 A. Yes.

4 Q. Okay. That's fine. But that's based on  
5 number of lines. And then the Midco MOU number is  
6 based on the Midco total lines, and that's 22.29  
7 percent?

8 A. That's correct.

9 Q. Okay. My question is this: Reciprocal  
10 compensation is based on number of minutes  
11 exchanged?

12 A. Correct.

13 Q. Why does it make sense to use  
14 multiplication by the proportional number of lines  
15 instead of using multiplication by the proportional  
16 number of minutes?

17 A. So if I'm following you correctly, what  
18 you are saying is that you could take the -- I'm  
19 looking at the Midco lines, Midco business minutes  
20 of 175,000, plus the Midco business minutes of a  
21 hundred thousand and use that percentage, 175 plus  
22 200,000, so 275,300 --

23 Q. Mm-hmm.

24 A. -- as a percentage of 1,784,800?

25 Q. Right.

1           A.    I think that's certainly a way of  
2           estimating it, as well.

3           Q.    And if traffic were -- if each customer --  
4           each customer on average terminated and originated  
5           the same number of minutes, wouldn't that be really  
6           the only way to calculate it to come out with the  
7           right number?

8           A.    I understand that that's a different way  
9           of looking at it.  I haven't gone into it in any  
10          level.  I would have to spend some time looking at  
11          it.  As I look at the general numbers, I think that  
12          the answer is actually going to be very similar.  
13          If I take the 275,000 Midco minutes, divided by the  
14          total of 1,784,000, I believe that you'll come out  
15          somewhere very close to the 22 percent that I've  
16          utilized.

17          Q.    Would you be surprised if the answer were  
18          that you're incorrect?

19                   MR. WARD:  Let's do it.

20                   MR. HARRINGTON:  As it happens, I was not  
21          going to introduce this as an exhibit because we  
22          didn't get it done early enough.  I have with me  
23          materials on this point.

24                   MR. WARD:  Why don't you hand the  
25          calculator to Mr. Duval.

1 MR. HARRINGTON: Let's hand the calculator  
2 to Mr. Duval. Yes, let's run that calculation.

3 THE WITNESS: Boy, I'm not sure how to use  
4 this.

5 MR. WARD: So we're talking 100,200 plus  
6 175,100, divided by 1,784,800; is that right?

7 THE WITNESS: It's approximately 15  
8 percent.

9 Q. (MR. HARRINGTON CONTINUING) Then that  
10 goes down considerably in terms of what they  
11 terminate and originate?

12 A. By approximately 6 percent, yes.

13 Q. I don't have any more questions on this  
14 topic of your chart.

15 I would like to talk a little bit about  
16 compensation for -- I'd like to discuss a little  
17 bit the impact of reciprocal compensation rates and  
18 how they change the revenues for Missouri Valley,  
19 and for that purpose what I would like to do is  
20 provide you the copy of Exhibit 3. Again, we  
21 shared this with Mr. Hogue on Friday.

22 A. I am.

23 Q. You're familiar with it. Can you tell me  
24 what this is?

25 A. Yes. This is a presentation that I gave

1 at the NTCA, which is the National  
2 Telecommunications Cooperative Association's annual  
3 spring conference in San Diego. I don't remember  
4 the exact date. I believe it was in February of  
5 this year.

6 Q. And this presentation -- I like the title,  
7 The New Reality -- is about the changes that have  
8 been made in the intercarrier compensation and  
9 universal service?

10 A. Yes, it has to do with the intercarrier  
11 compensation and USF Reform Order.

12 Q. I would like you to turn to page 32. I'm  
13 going to use the whiteboard for a minute here just  
14 to write a few things and for you to confirm that  
15 you agree that they are accurate. And I will take  
16 the microphone.

17 And on page 32 you're talking about the  
18 recovery mechanism that the FCC adopted; is that  
19 correct?

20 A. That is correct.

21 Q. All right. And you talked about first  
22 determining the baseline, and there are three  
23 components to the baseline; is that a fair  
24 characterization?

25 A. I would actually say there's four

1 components, but there are three components that are  
2 then adjusted annually.

3 Q. That's fair. So the first component is  
4 going to be intrastate/interstate switched access;  
5 is that right?

6 A. Yes. The 2011 interstate switched access  
7 revenue requirement that was utilized in the  
8 National Exchange Carrier Association annual tariff  
9 filing.

10 Q. I'm going to erase that because the "I" is  
11 not going to be sufficiently clear.

12 The second component is the intrastate  
13 switched access revenues; is that correct?

14 A. That is correct.

15 Q. And the third component is net reciprocal  
16 compensation revenues?

17 A. Correct.

18 Q. In Missouri Valley's case those consist,  
19 to your knowledge, of the revenues from Sagebrush  
20 and Verizon Wireless; is that correct?

21 A. That's my understanding, but there could  
22 be other wireless carriers, as well. Those are the  
23 two I'm aware of.

24 Q. And that gives you a total. And is that  
25 your baseline?

1           A.    That is your revenue baseline, yes.

2           Q.    And once the baseline is set, does it  
3 change?

4           A.    Yes, it changes annually.

5           Q.    It's reduced annually by the same  
6 amount -- percentage each year; is that correct?

7           A.    Yes.  It's reduced by 5 percent from the  
8 prior year.

9           Q.    Right.  So when I set the baseline, I know  
10 what the amount I'm going to get each year is going  
11 to be; is that fair?

12          A.    Yes.

13          Q.    Subject to getting a waiver from the FCC  
14 or something like that?

15          A.    Yes.

16          Q.    All right.  When figuring out how you get  
17 back the baseline, can you tell me what the  
18 components are?

19          A.    Sure.  First, you have your intercarrier  
20 compensation revenues that include interstate and  
21 intrastate switched access.

22          Q.    And the second component?

23          A.    Sorry.  I wanted to complete that.

24          Q.    Oh, certainly.

25          A.    I was just waiting on you.  Plus then net

1 reciprocal compensation. I consider that part of  
2 the intercarrier compensation. I just wanted to  
3 clarify what goes into --

4 Q. Right.

5 A. -- intercarrier comp.

6 Q. So we'll say --

7 A. So it's switched access plus recip comp.

8 Q. -- includes -- I will apologize, my mother  
9 was a schoolteacher, but she did not teach me how  
10 to do this. And the second component is?

11 A. The access recovery charge.

12 Q. The access recovery charge, is it correct  
13 that that's a charge placed on the customers'  
14 bills?

15 A. Yes, that is an end user charge that  
16 ranges from -- depending on whether it's a  
17 residential customer, a single-line business  
18 customer or a multi-line business customer, can  
19 start as low as 50 cents per line per month and  
20 ratchets up over time to as high as \$6 per line per  
21 month.

22 Q. And a carrier is deemed to have charged  
23 that, am I correct, whether or not it actually does  
24 for purposes of figuring out its recovery?

25 A. Correct. It is an imputed revenue.

1 Q. All right. And then the third component  
2 is?

3 A. The Connect America Fund. So any  
4 shortfall then would be recovered through the  
5 Connect America Fund.

6 Q. Now, when you put all this together, the  
7 way the FCC looks at it, it's correct that first  
8 you say, do I recover my entire eligible amount  
9 from the revenues I receive for access charges from  
10 my customers?

11 A. Correct.

12 Q. And then the next step is to add on the  
13 access recovery charge and see if that gets you to  
14 the baseline?

15 A. Correct.

16 Q. Then the third step is you get money from  
17 the Connect America Fund?

18 A. Correct.

19 Q. And in the end you get the same amount  
20 regardless of what the access and reciprocal  
21 compensation revenues were in a given year; is that  
22 correct?

23 A. That is correct, assuming that the fund --  
24 the Connect America Fund is fully funded and has  
25 the ability to pay all of the revenues that are

1 required from the fund.

2 Q. Right. We'll make that assumption for  
3 now.

4 A. You can. Others are not sleeping quite so  
5 easily as a result of that assumption.

6 Q. But from the perspective of the rules as  
7 adopted, if Missouri Valley gets three cents a  
8 minute for reciprocal compensation or it gets  
9 bill-and-keep from Midcontinent, that does not  
10 affect the total amount of eligible recovery that  
11 the rules say it can receive; is that correct?

12 A. It does not impact the amount of eligible  
13 recovery they receive. It does affect the amount  
14 of Connect America Funding they have and the amount  
15 of funding that's eligible for other purposes.

16 And the reason I say that, I want to make  
17 sure I clarify and that the arbitrator understands,  
18 that there is a limited size of the fund. It's a  
19 \$2 billion fund that's assigned to rural  
20 rate-of-return carriers. To the extent that there  
21 are additional requirements on that fund beyond \$2  
22 billion, the FCC has stated that that's a hard cap,  
23 they will not fund beyond that \$2 billion.

24 Q. Now, payments that a company gets that are  
25 outside of access revenues, for instance, the

1 settlement in a case or something like that, money  
2 that it gets because of a refund from a vendor,  
3 things like that, they have no impact on the bottom  
4 line for this fund, do they?

5 A. Can you clarify what you mean by refunds  
6 from a vendor?

7 Q. Well, just for argument's sake. This is  
8 not in this case, but just for argument's sake,  
9 pick something that is not access-related revenue.  
10 If it turned out that a -- the electric company  
11 overcharged Missouri Valley and was required by the  
12 PSC to refund money to Missouri Valley for having  
13 charged too much for electricity, that would have  
14 no effect on this?

15 A. That wouldn't be recorded as revenue. I  
16 believe that would be recorded as an offset to  
17 expenses, so I'm not sure that that's a relevant  
18 example.

19 Q. But the only things that affect the  
20 eligible recovery are intercarrier compensation,  
21 the access recovery charge and what comes out of  
22 the Connect America Fund?

23 A. That's correct.

24 Q. So nothing else would affect it?

25 A. Not that I'm aware of, no.

1 Q. Okay. I would like to turn now -- and  
2 this should be -- I think this will go fairly  
3 quickly -- to the questions on non-local traffic,  
4 and I would like to look at page -- I think we've  
5 covered a lot of this otherwise. I would like to  
6 turn to page 10, line 5, where you talk about  
7 transit.

8 A. Okay.

9 Q. And you heard earlier the representation  
10 Midcontinent is not asking for EAS?

11 A. I did, yes.

12 Q. In that context would you be surprised to  
13 hear Midcontinent is not asking for transit?

14 A. I don't know that I'm surprised or not  
15 surprised, but that's --

16 Q. Right.

17 A. -- valid information.

18 Q. So if Midcontinent is not asking for  
19 transit, this issue is not -- the rate issues you  
20 raised are not relevant; is that correct?

21 A. That's correct.

22 Q. Okay. On page 10, line 24, you talk about  
23 the definition of non-local traffic.

24 A. Yes.

25 Q. Reading that definition, it appears that

1 ISP-bound traffic going to a local center will be  
2 treated as local traffic, is that right, in your  
3 view?

4 A. That appears to be. I think it would fit  
5 within that definition, certainly. I don't know  
6 that the FCC would necessarily agree that ISP-bound  
7 traffic is by nature local. I think the ISP remand  
8 order would address that.

9 Q. Right. And in your understanding of the  
10 current rules for ISP-bound traffic is that you're  
11 supposed to be paid at the rate of 0.0007? I think  
12 I have all the zeros.

13 A. Yes, triple zero 7.

14 Q. Triple zero 7. All right. One minute to  
15 make sure I'm not missing anything.

16 While I'm doing that, Mr. Hogue asked you  
17 a few questions about the process for changing over  
18 customers. I'm not going to ask you anything  
19 specific about that, but I understand you have a  
20 fairly wide consulting practice. Are there things  
21 that can be done to make changeovers of customers  
22 more efficient?

23 A. As I indicated to Mr. Hogue, that's not an  
24 area of my expertise. I can't speak to it.

25 MR. HARRINGTON: All right. That's fine.

1 I'm not done quite.

2 Q. (MR. HARRINGTON CONTINUING) I do want to  
3 turn just quickly to -- again to Exhibit 3, and  
4 starting on page 47 and running through page 58 --  
5 58, 59 -- I'm sorry -- the section titled What Can  
6 Be Done?

7 A. Yes.

8 Q. And I'm not going to ask you detailed  
9 questions about it.

10 A. Okay.

11 MR. WARD: What page? I'm sorry.

12 MR. HARRINGTON: It starts on page 47,  
13 which is actually not numbered.

14 Q. (MR. HARRINGTON CONTINUING) And this is,  
15 as I understand it, and correct me if I'm wrong,  
16 this is an analysis of steps that rural carriers  
17 that are affected by the universal service and  
18 intercarrier compensation order could take to  
19 bolster their bottom lines and operate better?

20 A. These are certainly ideas that companies  
21 can or should consider in order to do that, yes.

22 Q. Would these same ideas apply to a company  
23 in a competitive environment?

24 A. I think that they apply to all rural  
25 carriers, whether they be in a competitive

1 environment or not.

2 Q. Fair enough.

3 A. They are strategies that are designed or  
4 directed towards responses to what the Federal  
5 Communications has done in the ICC and USF Reform  
6 Order.

7 MR. HARRINGTON: I would like to move for  
8 admission of Exhibit 3.

9 MR. HOGUE: The PowerPoint from NTCA?

10 MR. HARRINGTON: Yes.

11 MR. HOGUE: No objection.

12 MR. WARD: Exhibit 3 is admitted.

13 Q. (MR. HARRINGTON CONTINUING) I'm going to  
14 take just a minute to make sure that -- oh, yes, I  
15 did have a question about the discussion of  
16 high-cost loop support.

17 A. Okay.

18 Q. I promise this will be brief, as well.  
19 The FCC made changes in high-cost loop support,  
20 didn't it, in the order -- universal service  
21 intercarrier comp order?

22 A. There are some proposed changes, yes, or  
23 some effective changes.

24 Q. Right. In general those changes reduced  
25 the amount of high-cost loop support available,

1 maybe not by a lot in some cases, but as a general  
2 principle that was what happened; is that correct?

3 A. Not necessarily. There are certainly  
4 situations -- two major modifications that were  
5 made, the first of which is there's a limitation on  
6 corporate operations expense that's included in the  
7 calculation of high-cost loop support. So  
8 corporate operations expense is in essence the  
9 people sitting around this table, general  
10 management, legal, consulting, accounting, finance,  
11 things along those lines.

12 There has historically been a limitation  
13 on the amount of corporate operations expense that  
14 can be included in that study area cost-per-loop  
15 calculation I talked about earlier, and that's  
16 based on sort of a complex formula utilizing the  
17 number of lines that you serve, it's calculated  
18 each year, there's a gross domestic product chain  
19 price index inflation factor that's applied to it  
20 each year, so it grows over time.

21 That factor or that calculation has stayed  
22 constant since -- besides the inflation factor -- I  
23 don't remember the exact time frame -- I think  
24 since at least 2001.

25 So one thing that the FCC did was to

1 update the calculation of that. So there are  
2 situations where that update increased the amount  
3 of corporate operations expense that a carrier gets  
4 to include in their high-cost loop support  
5 calculation, there are situations where it reduces  
6 the amount of corporate operations expense included  
7 in that calculation.

8 So specifically to answer your question,  
9 there are situations where carriers are seeing an  
10 increase in high-cost loop support as a result of  
11 the FCC's order in that respect.

12 Now, the other item is if the FCC has  
13 mandated that there be regression-based limitations  
14 on certain costs that flow into the calculation of  
15 high-cost loop support. So basically looking at  
16 costs nationwide, what's the average, what's  
17 actually the 90th percentile and limiting carriers  
18 in certain area that their costs couldn't be above  
19 the 90th percentile of the nationwide regression  
20 analysis performed.

21 Q. Right.

22 A. So in certain situations carriers who are  
23 impacted by that would reduce the amount of their  
24 actual costs down to the limitation calculated  
25 before they then determined the amount of high-cost

1 loop support they receive. However, the -- so in  
2 that situation where a company is impacted by that,  
3 they would have a reduction in high-cost loop  
4 support.

5           However, the FCC has also said that as a  
6 result of that reduction in cost, the national  
7 average cost per loop goes down so there's more  
8 support to be redistributed, so carriers who have  
9 not been limited by that regression-based analysis  
10 actually have the ability or the potential to  
11 receive more high-cost loop support.

12           So I can't agree with your statement that  
13 it would necessarily go down. There are carriers  
14 that will see their support go up, there are  
15 carriers that will see their support go down.

16           Also need to warn that the FCC put what  
17 I'll call a straw man proposal for the regression  
18 analysis. It's certainly not finalized. They're  
19 going through that process right now. About a  
20 month ago the FCC issued their peer review of their  
21 regression analysis that notified them of some  
22 significant flaws in that regression analysis, and  
23 it's my understanding through indirect  
24 communication with the FCC that they're in the  
25 process of significantly changing how that analysis

1 is performed.

2 So in the end I don't think we have any  
3 feel for what the end result will actually be.

4 Q. So, in other words, some winners, some  
5 losers, some people about the same, probably?

6 A. Thank you for the clarification. Some  
7 winners, some losers, some stay the same, probably.

8 Q. And your understanding is Missouri Valley  
9 does not receive this at all right now?

10 A. It's not just my understanding. That's a  
11 fact.

12 Q. So they actually are unaffected by any of  
13 these changes at all, any HCLS?

14 A. High-cost loop support base changes will  
15 not impact Missouri Valley. However, those same  
16 regression-based analyses are to be applied to  
17 interstate common line support, which is a support  
18 mechanism that's very similar to high-cost loop  
19 support that's designed to offset interstate  
20 assigned loop costs that Missouri Valley receives a  
21 significant amount of interstate common line  
22 support and has a potential to be impacted there.

23 Q. And they haven't adopted those rules yet;  
24 correct?

25 A. Correct. Just as they have not adopted

1 the high-cost loop support rules. However, the  
2 order does state that there will be regression-  
3 based limitations applied on ICLS just as there are  
4 on high-cost loop support.

5 Q. But for the same reasons you said for  
6 high-cost loop support, we can't tell what the  
7 results --

8 A. Right. We don't know exactly what those  
9 results are yet, either.

10 MR. HARRINGTON: I have nothing further.

11 MR. WARD: Redirect?

12 MR. HOGUE: No, Your Honor.

13 MR. WARD: Let's see if I have anything.

14 MR. HARRINGTON: Since there's no  
15 redirect, I guess this is probably the time to  
16 offer Exhibit 20.

17 MR. WARD: Okay. Any objection to Exhibit  
18 20?

19 MR. HOGUE: I object on its relevance.  
20 It's repetitive, as well. I think there was  
21 testimony from Mr. Gates that at one point in time  
22 Midcontinent -- or Missouri Valley back in 2006 was  
23 handling, I think the correspondence references, 15  
24 LSRs a day. That's what the correspondence seems  
25 to suggest that they can handle, up to 15 per day,

1 and that's already been addressed by Mr. Kilgore so  
2 I think it's repetitive and it's not relevant.

3 MR. HARRINGTON: We think it's relevant to  
4 the extent that there's a question about whether  
5 the transition will be completed within a year. If  
6 there's agreement the transition will be completed  
7 within a year, we don't need this exhibit.

8 MR. WARD: Are you going to respond to  
9 that?

10 MR. HOGUE: No, it's repetitive. There's  
11 live testimony that at one point in 2006 they  
12 handled up to 15 -- up to 15 a day.

13 MR. WARD: Exhibit 20 will be received.

14 **EXAMINATION**

15 **BY MR. WARD:**

16 Q. Mr. Duval, when you were asking -- when  
17 you were answering questions from Mr. Harrington  
18 about other arbitrations you've done on reciprocal  
19 compensation cases where you've been involved as a  
20 witness --

21 A. Yes.

22 Q. -- he asked you about the formula and you  
23 said you can use bill-and-keep or a forward-looking  
24 study -- that the Commission could use that in  
25 setting a rate?

1           A.     Correct.

2           Q.     But not a negotiated rate; is that right?

3           A.     Well, I believe that the Commission has  
4     some latitude in terms of the rate it establishes.  
5     One of the things that I wanted to indicate was  
6     that in the FCC's rules under Section 51.715, I  
7     believe it's (b) and (d), that there are some rules  
8     that state that -- if I can just read this, "Upon  
9     receipt of a request as described in paragraph (a)  
10    of this section, an incumbent LEC must, without  
11    unreasonable delay, establish an interim  
12    arrangement for transport and termination of  
13    Non-Access Telecommunications Traffic at  
14    symmetrical rates."

15                 So it then goes on to state that "In a  
16    state in which the state commission has not  
17    established transport and termination rates based  
18    on forward-looking economic cost studies, an  
19    incumbent LEC shall set interim transport and  
20    termination rates either at the default ceilings  
21    specified in 51.705(c)" -- which is interesting  
22    because those rules have subsequently been  
23    eliminated -- "or in accordance with a  
24    bill-and-keep methodology defined in 51.713."

25                 It then further goes on in (d) to state,

1 "If the rates for transport and termination of  
2 Non-Access Telecommunications Traffic in an interim  
3 arrangement differ from the rates established by a  
4 state commission pursuant to 51.705," which is  
5 referenced before, "the state commission shall  
6 require carriers to make adjustments to past  
7 compensation."

8 That leads me to believe that the  
9 Commission has alternatives in what it can do. It  
10 could establish a rate at something different as  
11 that forward-looking cost study is being prepared  
12 or the default proxies that it references are being  
13 established.

14 Q. Does the Commission, in your opinion, have  
15 authority to order the parties to conduct a  
16 forward-looking cost study or participate in one?

17 A. I believe it does.

18 Q. Have there been -- when you talk about  
19 high-cost loop support and the Parent Trap Rule,  
20 have there ever been discussions that you're aware  
21 of at the FCC to eliminate the Parent Trap Rule or  
22 somehow --

23 A. The Parent Trap Rule was actually recently  
24 modified where previously the Parent Trap Rule was  
25 stated that you received whatever the prior owner

1 of that property received. So if they got a  
2 hundred dollars per line, you got a hundred dollars  
3 per line. If they got zero dollars per line, as in  
4 the case of Missouri Valley, you got zero dollars  
5 per line.

6 The FCC has now changed those rules to  
7 state that you get the lower of what the prior  
8 carrier received, the prior owner received, or your  
9 own calculated costs. So what we now have to do  
10 for companies outside of Missouri Valley that got  
11 zero, if we have companies that have some level of  
12 support under the Parent Trap Rule, we have to  
13 calculate it two ways, what the prior owner  
14 received, what their actual costs are for that  
15 carved-out territory to determine what -- which  
16 number is lower. But, no -- I guess I don't recall  
17 the exact original question.

18 Q. I guess my question was, is there any  
19 possibility that the FCC is considering doing away  
20 with the Parent Trap Rule or modifying it for  
21 companies that -- like Missouri Valley, that  
22 wouldn't be eligible for it?

23 A. Not that I'm aware of. Certainly they  
24 haven't moved to increase eligibility for support.  
25 Any adjustments they've made would reduce the

1 amount of support or leave it constant.

2 Q. What does the -- when we were talking  
3 about traffic balance and Mr. Harrington had you  
4 perform -- I guess I asked you to do it on the  
5 calculator, perform the calculation. When it goes  
6 from -- the assumption ends up going from 21  
7 percent to 15 percent, what does that do to the  
8 numbers, in your opinion?

9 A. What that would do is -- and, again, I'm  
10 not asserting that that is the correct calculation.  
11 I apologize. I would need to take the time to look  
12 through those calculations.

13 Q. The only way we would know the correct  
14 calculation is if there was a study done?

15 A. Right, an actual traffic study is the  
16 right way to go. In the situation where Missouri  
17 Valley believes that the traffic is imbalanced, or  
18 they have reason to believe that, is it necessarily  
19 the right answer, we don't know. Only a traffic  
20 study will tell us what the balance of traffic is.  
21 But certainly the supposition that it is imbalanced  
22 and, therefore, bill-and-keep is the right approach  
23 I don't think is a fair assumption, either, because  
24 it's two parties making sort of bold statements  
25 about what they think the answer is and they're 180

1 degrees apart. The only way of getting to the  
2 middle is really doing a traffic study.

3 Q. Have you been involved in a traffic study?  
4 Do you know what that would entail in terms of cost  
5 or time or those types of things?

6 A. I have not personally been involved. It's  
7 not my area of expertise. I have seen them done.  
8 I'm familiar with firms and people who are involved  
9 in them. Generally I have a feel for a ballpark  
10 cost, but I couldn't say for sure. It depends on  
11 who's involved, what the consulting firm's or the  
12 engineering firm's hourly rates are, what type of  
13 information they're able to gather, what the  
14 processes are from each side in terms of gathering  
15 that information. There's programming that needs  
16 to be done in each carrier's switch to determine  
17 how that traffic is going to be captured, and so  
18 on. So it is a fairly complicated process. My  
19 estimation would be somewhere in the range of 20 to  
20 50 thousand dollars to be shared by the two  
21 entities.

22 Q. Do you have an opinion -- I think you were  
23 here yesterday when Mr. Gates told us that he  
24 thought that the three-cents-per-minute rate was an  
25 exorbitant rate. Do you have an opinion whether

1 that would be an exorbitant rate?

2 A. Well, I've seen a wide variety of rates,  
3 including the rates that Mr. Gates presented as  
4 being applicable here in the State of North Dakota,  
5 I've participated in other proceedings, and it's  
6 dependent upon the individual cost of that carrier.  
7 Carriers have differing costs and there are a wide  
8 variety of reasons why those costs differ. Is it  
9 on the high end of what I've seen? Certainly I  
10 would say it's in the top 25 percent or maybe even  
11 top 10 percent of rates that I've seen. Is it the  
12 highest rate that I've seen out there? No, I don't  
13 believe so, including another one here in North  
14 Dakota.

15 Q. In your opinion, does the Public Service  
16 Commission have any obligation to look out for the  
17 rural carrier in these 251(a) and (b)  
18 interconnection request arbitrations in terms of  
19 setting that rate? Do you understand my question  
20 or is it too vague?

21 A. I'm not sure I understand it. If the  
22 general question stopped at, does the Public  
23 Utilities Commission have the obligation to look  
24 out for the rural carrier, I would say, yes, the  
25 Public Utilities Commission definitely has the need

1 to look out for the rural carrier and the customers  
2 they serve.

3 Q. Right.

4 A. Carriers like Missouri Valley  
5 Communications have a study area in which the  
6 Public Utilities Commission has given them a  
7 certificate of public convenience and necessity and  
8 they are the carrier of last resort, and if their  
9 financial situation is such that they cannot  
10 provide or meet those obligations throughout the  
11 entire study area, then we have a significant  
12 problem because there are customers who are no  
13 longer served by Missouri Valley and have no  
14 competitive alternatives.

15 Q. In setting out a determination of  
16 reciprocal compensation, can the Public Service  
17 Commission accept a rate or establish a rate in  
18 between bill-and-keep and the offered rate of the  
19 rural carrier and then have that rate have a glide  
20 path similar to what was talked about in some of  
21 the other rules?

22 A. And I want to be clear that any rate  
23 that's established so long as it's greater than  
24 bill-and-keep will have a glide path. It will  
25 follow the same nine-year glide path as other

1 intercarrier compensation rates do today. And so  
2 that nine-year glide path takes us from intrastate  
3 switched access rates to interstate switched access  
4 rates over two years. We then have parity for  
5 switched access. And then those rates over the  
6 remaining seven years migrate slowly down to  
7 bill-and-keep.

8           So at some point -- say, you established a  
9 reciprocal compensation rate that's two cents,  
10 which is lower than the interstate switched access  
11 rate and is lower than the intrastate switched  
12 access rate, basically as that glide path catches  
13 up to that two-cent rate, sort of in the middle,  
14 then that two-cent reciprocal compensation rate  
15 will then glide the rest of the way along to  
16 bill-and-keep over the nine-year transition.

17           Q. Who funds this Connect America Fund? Is  
18 it Congress or is it somehow --

19           A. You do, I do, everyone. It's an end user  
20 charge on interstate and international -- let me  
21 say this correctly. It's a charge on end user  
22 billed interstate and international  
23 telecommunications revenues. So on your bill when  
24 -- on your home phone bill, if you have one, you  
25 have interstate toll calling. You also have

1 something called an interstate subscriber line  
2 charge. Your carrier, presumably here in Bismarck  
3 is CenturyLink, they're going to assess you  
4 approximately 17 -- a 17 percent surcharge on those  
5 end user revenues that you contribute and it's  
6 going to be in a section on your bill that says  
7 something like taxes and surcharges or fees.

8 Q. Does that also appear on a cell phone bill  
9 or just on a wireline?

10 A. I believe that it does show up on a cell  
11 phone bill. Wireless carriers I don't believe are  
12 required to charge it to end user customers, but  
13 they are required to pay it.

14 Q. So I guess what I'm getting at is that  
15 fund -- you alluded to the fact earlier that that  
16 might not always be there or something like that.

17 A. There's a \$2 billion cap on the fund, so  
18 right now that 17 percent surcharge that we all pay  
19 into it actually funds a much larger fund that does  
20 a wide variety of things, but the rural carrier  
21 component of that is \$2 billion. The FCC has not  
22 yet addressed reform of the contribution mechanism,  
23 that 17 percent factor.

24 Q. Who sets the cap? Does the FCC set the  
25 cap?

1 A. The FCC sets it.

2 Q. Not Congress?

3 A. Correct. The FCC does.

4 MR. WARD: I think that's all I have. You  
5 guys are welcome to follow up on my questions.

6 MR. HARRINGTON: I just have one.

7 MR. WARD: Go ahead.

8 **RECROSS-EXAMINATION**

9 **BY MR. HARRINGTON:**

10 Q. In response to one of the early questions  
11 you were talking about the requirement of Section  
12 51.715 as you described them in your additional  
13 testimony.

14 A. Yes.

15 Q. And I'd like you to look at 51.715(a)  
16 starting on line 16 of your supplement.

17 A. Yes.

18 Q. And you've actually bolded some language  
19 there.

20 A. Yes.

21 Q. Is it your understanding that 51.715  
22 applies when a telecommunications carrier asks for  
23 an interim arrangement for interconnection and  
24 transport and termination and applies only until  
25 the resolution of an arbitration?

1 A. I'm not sure I'm following that question.

2 Q. All right.

3 A. Can you restate it?

4 Q. Actually tell me what your understanding  
5 of 51.715(a), the first paragraph, is.

6 A. If I can, I'll read it.

7 Q. Yes, yes. I'll give you a minute.

8 MR. WARD: Are you looking at his  
9 testimony?

10 MR. HARRINGTON: I'm looking at page 5 of  
11 his supplement.

12 THE WITNESS: What I interpret 51.715(a)  
13 to say is that you'll interconnect and then it's  
14 pending resolution of whether it's going to be a  
15 bill-and-keep arrangement or a reciprocal  
16 compensation arrangement and that (b) tells you how  
17 it's done.

18 Q. (MR. HARRINGTON CONTINUING) Does (b) tell  
19 you the rates during the time before the  
20 arbitration is complete then?

21 A. It says, an incumbent LEC shall set  
22 interim transport and termination rates either at  
23 the default ceilings specified in 51.705 or in  
24 accordance with the bill-and-keep methodology.

25 Q. I'm asking if your understanding is that

1 the interim rates apply until the end of the  
2 arbitration or some other time period.

3 A. What (d) then states is, If the rates for  
4 transport and termination in an interim arrangement  
5 differ from the rates established by a state  
6 commission, the state commission shall require  
7 carriers to make adjustments to past compensation,  
8 so, yes, it would be until there's --

9 Q. An arbitration?

10 A. -- an arbitration agreement -- or an  
11 arbitration decision by the Commission.

12 Q. So like this arbitration?

13 A. Correct.

14 MR. HARRINGTON: That's all I have.

15 MR. WARD: Mr. Hogue?

16 **REDIRECT EXAMINATION**

17 **BY MR. HOGUE:**

18 Q. Mr. Duval, I wanted to make sure that we  
19 had a correct understanding because you said that  
20 the Parent Trap Rule has been changed by the FCC;  
21 correct?

22 A. Yes.

23 Q. Under that change Missouri Valley still  
24 gets zero dollars and zero cents?

25 A. Correct. Because it is the lower of the

1 Parent Trap or the company-specific calculation of  
2 support, and obviously zero is going to be lower  
3 than any other number that would be calculated.

4 MR. HOGUE: That's all I have.

5 MR. WARD: Any additional witnesses?

6 MR. HOGUE: No.

7 MR. WARD: Mr. Duval, you're excused.

8 Thank you very much.

9 Mr. Harrington, any rebuttal?

10 MR. HARRINGTON: We have no rebuttal  
11 witnesses.

12 MR. WARD: I guess that would conclude  
13 what we came here to do today.

14 Before we go off the record I want to  
15 address some of the technicalities. Is there  
16 anything else we need to do?

17 MR. HARRINGTON: Can we discuss doing  
18 brief closing statements?

19 MR. WARD: Yes. Do you want to do that?

20 MR. HARRINGTON: If it's your pleasure to  
21 allow us to do it, we will do it.

22 MR. WARD: Okay.

23 MR. HARRINGTON: Obviously given the time,  
24 I promise that mine will be brief.

25 MR. WARD: Let's go ahead and do that

1 first.

2 (Discussion had off the record.)

3 MR. WARD: Back on the record at 3:35 for  
4 some closings. We did talk off the record about  
5 briefing arrangements and the transcript. The  
6 briefs will be due on April 20th as well as  
7 proposed arbitration award on each open issue. We  
8 discussed some issues that the Court would like to  
9 see briefed. I will have my recommended decision  
10 by May 1st, as was indicated in the revised  
11 scheduling order.

12 Anything else you want to put on the  
13 record before the closings? Mr. Pelham.

14 MR. PELHAM: There is one matter, Your  
15 Honor, and that has to do with an unfortunate  
16 motion to seek sanctions against Missouri Valley  
17 for what happened yesterday at the delay.

18 At this time Midcontinent would like to  
19 withdraw that motion to seek sanctions. Quite  
20 frankly, we had planned to be here today and we  
21 were able to complete the mediation. Certainly Mr.  
22 Hogue -- it was completely unintentional on his  
23 part, and we have no doubt of that, and it was an  
24 unfortunate event and we'd like to put it behind  
25 us. We don't think that you need to consider it

1 any further and we'd like to withdraw the motion.

2 MR. WARD: Thank you very much for that.  
3 I appreciate that.

4 Mr. Harrington.

5 MR. HARRINGTON: Thank you, Your Honor.  
6 This arbitration concerns a very limited number of  
7 issues, only a few of which are significant in the  
8 context of how the two parties will work with each  
9 other to interconnect.

10 The evidence has shown on those issues  
11 that you should adopt positions that are consistent  
12 with those taken by Midcontinent, and I'm going to  
13 focus on really three issues.

14 The first is the rate for reciprocal  
15 compensation. Missouri Valley is proposing to  
16 charge Midcontinent a rate for reciprocal  
17 compensation that will far exceed the rate that it  
18 charges anyone as of the date that the agreement  
19 will be in place. As of that date they will be  
20 charging everyone else zero and they're proposing  
21 to charge Midcontinent three cents.

22 There's no evidence in the record to  
23 support a three-cent rate and the evidence of what  
24 costs actually are across the country and in rural  
25 areas and under the FCC's former proxies all

1 supports a much, much lower rate, bill-and-keep and  
2 certainly no higher than four-tenths of a cent a  
3 minute.

4 As for the question of balance, I think  
5 that you can see from the cross-examination that  
6 the underlying theories for why traffic won't be in  
7 balance are not justified. They're based on  
8 assumptions, they are not based on evidence, and,  
9 as a consequence, there's no reason to think that  
10 there is no -- there won't be balance in this  
11 traffic and, in fact, in a network that is overall  
12 balanced, because that's what the telephone network  
13 is. It's hard to understand why you would presume  
14 there was not balance and, in fact, that's what the  
15 FCC presumes now that there will be balance going  
16 forward.

17 The other issue is the extent to which  
18 Missouri Valley will take the steps necessary to  
19 complete the transition for Midcontinent from  
20 resale to facilities-based traffic in a reasonably  
21 fast fashion. And, again, we have the evidence  
22 that Missouri Valley has the capability to go  
23 forward. We have the evidence that they have said  
24 in the past they can do 15 LSRs a day. I think  
25 that's sufficient to show that.

1           Finally, among the more significant issues  
2 in this proceeding, we have the question of the  
3 rate for the LSR, and Missouri Valley hasn't  
4 provided justification that will show why the rate  
5 should be \$38. It's evident that they charge less  
6 to Midcontinent already. They charge nothing for  
7 equivalent tasks to Verizon Wireless and Sagebrush  
8 Cellular, the other rural carriers in North Dakota  
9 do not charge that much, and Mr. Kilgore told us  
10 that the rate was based on fully loaded costs when  
11 the FCC's rules require the rate to be based on  
12 incremental cost.

13           For all those reasons we think it's pretty  
14 clear that the rate that they're proposing is much  
15 too high and a much lower rate should be adopted.  
16 We think that this is something that can be done  
17 fairly quickly, and we think it's very important to  
18 move this forward so that the interconnection may  
19 be provided and competition will be available to  
20 the consumers in Williston so they can be served  
21 efficiently and with high-quality service by all  
22 parties.

23           MR. WARD: Thank you, Mr. Harrington.

24           Mr. Hogue, do you want to make some  
25 closing remarks or do you want to reserve?

1 MR. HOGUE: I'll make a few, Your Honor.

2 Midcontinent has done an excellent job of  
3 comparing Missouri Valley to other rural companies,  
4 but in the same breath in their prefiled testimony  
5 they have tried to persuade the arbitrator that  
6 Williston -- the community of Williston is off the  
7 charts in terms of its growth. Its number of  
8 businesses, the number of jobs, that the amount of  
9 economic commerce is nearly doubling in less than  
10 three years.

11 And so I think the arbitrator will have to  
12 try to reconcile their fundamental disconnect in  
13 their entire argument. They want to look outside  
14 of Williston for rates for doing LSRs, for labor  
15 rates, for reciprocal compensation, but then at the  
16 same time they want the arbitrator to look at the  
17 community of Williston to say, geez, it's really  
18 growing and we need competition to help Missouri  
19 Valley meet the needs of the customers.

20 The arbitrator will notice that they  
21 always say the needs of the Williston customers.  
22 And that's because they have no intention, nor  
23 desire, to serve anybody outside those seven square  
24 miles. And Missouri Valley feels strongly that  
25 Congress protected Missouri Valley and other rural

1 companies from this type of cherry-picking  
2 activity, and that's what's happening here.

3 Midcontinent, through a physical  
4 interconnection, will be able to save \$800,000, and  
5 that's \$800,000 that Missouri Valley will not have  
6 to keep up its network and to keep up its carrier  
7 of last resort obligations.

8 So when the arbitrator asked the last  
9 witness, Mr. Duval, does the Commission have a  
10 responsibility to this exchange, it absolutely  
11 does. Absolutely. That is the critical  
12 responsibility of the Commission to see that all  
13 North Dakotans get service. And Midcontinent does  
14 not care that their request jeopardizes the service  
15 of the people in those 383 square miles because  
16 they're not their customers, and they never will  
17 be.

18 Concerning the issues -- the specific  
19 factual issues that are in dispute, I touched on  
20 the fact that they don't want to look at Williston  
21 data, but yet they want to use the phenomenon in  
22 Williston to say that we need additional  
23 competition.

24 The facts concerning the testimony in this  
25 case, we had two witnesses to say that the traffic

1 is not balanced, and there's no dispute that the  
2 number of business customers that Missouri Valley  
3 has far exceeds the ones that Midcontinent has, and  
4 it's not -- I don't think it requires a traffic  
5 study to conclude that for the most part businesses  
6 receive more terminating traffic than a typical  
7 residential line does. Yes, you can think of an  
8 example where a residential customer gets a lot of  
9 calls, probably has multiple people in the house,  
10 but for the most part on average businesses  
11 terminate more traffic than residential customers,  
12 and that's the sort of commonsense facts that  
13 should prevail in the absence of a cost study or a  
14 traffic study.

15 And Mr. Kilgore has expressed a  
16 willingness to pay for half of that traffic study,  
17 and I don't know what Midcontinent's position is,  
18 but we heard Mr. Duval say that the Commission has  
19 the authority to order that, and we would agree  
20 with that, and we think it's appropriate that, in  
21 the absence of a traffic study, the Commission  
22 should take the prevailing rates in the market, and  
23 the prevailing rates are Verizon and Sagebrush at  
24 3.1 cents per minute. And, again, that's a perfect  
25 example of they don't want to look to what's

1       happening in the market. They want the Commission  
2       to turn a blind eye to that.

3                 Verizon is a for-profit company that  
4       agreed to that rate, and that's what the market is,  
5       that's what the market will bear, and that's the  
6       best evidence of what's reasonable in that market.

7                 I would add the same thing with the  
8       transfer at 38.50. We heard the testimony of Mr.  
9       Kilgore. They don't sit down with all the various  
10      agreements that they have and the NECA tariff and  
11      decide that they're going to bump those up a few  
12      dollars here and there. And, frankly, there's  
13      little incentive to do that because they come along  
14      onesy, twosy. But when somebody comes along and  
15      says we want to port over 2,000 of your customers,  
16      that's when a business is going to take a hard look  
17      at what their costs are and they're going to try to  
18      figure out what does it actually cost us to do  
19      that, and that's where that \$38.50 is, and that's a  
20      real number.

21                Just leave with the last comment, is the  
22      consumers in Williston, I think the Commission has  
23      overall responsibility to the consumers in the  
24      Williston exchange, and as Mr. Kilgore pointed out  
25      in his -- as Mr. Kilgore pointed out in his map,

1 and we're going to have to substitute a legible one  
2 in as an exhibit, that pink area represents the  
3 study area and Missouri Valley's obligations to  
4 serve, and that purple area represents  
5 Midcontinent's desire and intent to serve, and  
6 Missouri Valley does not think that it is in the  
7 public interest at all to permit a company to  
8 cherry-pick revenues in the high-density area at  
9 the expense of the people in the low-density area.  
10 We think the community of interest is that entire  
11 exchange.

12 MR. WARD: Okay.

13 MR. HOGUE: Thank you.

14 MR. HARRINGTON: Nothing further, Your  
15 Honor.

16 MR. WARD: We will close the hearing in  
17 Public Service Commission Case No. PU-11-697. The  
18 time is 3:48. A good job was done by all. I  
19 appreciate all of the testimony. The lawyers did  
20 an excellent job. Thank you all very much.

21 MR. HARRINGTON: Thank you, Your Honor.

22 MR. HOGUE: Thank you.

23 (Concluded at 3:48 p.m., the same day.)

24 -----

25

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

CERTIFICATE OF COURT REPORTER

I, Denise M. Andahl, a Registered  
Professional Reporter,

DO HEREBY CERTIFY that I recorded in  
shorthand the foregoing proceedings had and made of  
record at the time and place hereinbefore  
indicated.

I DO HEREBY FURTHER CERTIFY that the  
foregoing typewritten pages contain an accurate  
transcript of my shorthand notes then and there  
taken.

Bismarck, North Dakota, this 13th day of  
April, 2012.

-----  
Denise M. Andahl  
Registered Professional Reporter

<b>\$</b>	<p>157:11, 171:24, 235:24, 271:12, 271:13, 273:2, 276:9, 286:14, 336:17, 344:13, 365:6, 365:22, 380:11</p> <p><b>10,000</b> [3] - 128:19, 276:16, 276:17</p> <p><b>10,000-plus</b> [1] - 220:5</p> <p><b>100</b> [7] - 31:17, 127:19, 219:23, 220:3, 244:2, 276:13, 324:7</p> <p><b>100,200</b> [1] - 357:5</p> <p><b>100-gigabit</b> [1] - 31:25</p> <p><b>1000</b> [1] - 2:15</p> <p><b>10:27</b> [1] - 6:2</p> <p><b>10:30</b> [1] - 8:22</p> <p><b>10:40</b> [2] - 13:25, 16:22</p> <p><b>11</b> [5] - 51:4, 167:21, 235:1, 286:14, 327:14</p> <p><b>11:49</b> [1] - 289:5</p> <p><b>11:50</b> [1] - 289:3</p> <p><b>12</b> [12] - 30:15, 55:12, 56:2, 63:11, 63:14, 63:20, 63:21, 77:13, 125:22, 244:24, 303:11, 327:15</p> <p><b>12-29-11</b> [1] - 142:19</p> <p><b>1200</b> [1] - 2:4</p> <p><b>13</b> [11] - 4:16, 31:6, 61:16, 325:1, 325:3, 325:5, 325:18, 326:7, 328:11, 328:16, 328:22</p> <p><b>13.1</b> [11] - 4:18, 325:1, 325:3, 325:13, 326:12, 326:13, 327:4, 327:9, 327:23, 328:12, 328:22</p> <p><b>130</b> [1] - 248:16</p> <p><b>131</b> [1] - 239:22</p> <p><b>13th</b> [1] - 397:13</p> <p><b>14</b> [18] - 4:19, 17:6, 17:7, 55:11, 63:21, 190:22, 191:2, 191:7, 191:9, 191:11, 191:14, 191:17, 197:9, 199:1, 199:9, 327:11, 327:25</p> <p><b>140,000</b> [1] - 303:7</p> <p><b>140,400</b> [3] - 247:6, 248:18, 309:17</p> <p><b>14th</b> [3] - 6:19, 6:20, 296:9</p> <p><b>15</b> [25] - 51:4, 63:7, 63:21, 108:18, 115:19, 136:14, 136:20, 137:10, 189:22, 190:6, 190:15, 192:12, 199:3, 199:5, 240:9, 241:8, 241:12, 241:13, 357:7, 373:23, 373:25, 374:12, 378:7, 390:24</p> <p><b>15.96</b> [3] - 193:24, 194:4, 308:25</p> <p><b>158</b> [1] - 3:15</p> <p><b>15th</b> [1] - 136:8</p>	<p><b>16</b> [7] - 4:21, 100:8, 115:20, 190:17, 199:9, 297:19, 384:16</p> <p><b>16.15</b> [2] - 119:16, 121:9</p> <p><b>164</b> [1] - 3:16</p> <p><b>17</b> [18] - 4:22, 113:23, 156:12, 190:18, 197:13, 198:5, 198:12, 198:13, 199:9, 234:21, 234:22, 234:23, 324:14, 383:4, 383:18, 383:23</p> <p><b>175</b> [1] - 355:21</p> <p><b>175,000</b> [1] - 355:20</p> <p><b>175,100</b> [1] - 357:6</p> <p><b>18</b> [17] - 4:23, 100:15, 156:5, 156:12, 189:22, 190:6, 190:15, 190:19, 190:23, 191:9, 193:11, 196:15, 197:10, 199:2, 199:11, 307:5, 317:24</p> <p><b>180</b> [1] - 378:25</p> <p><b>183</b> [1] - 3:16</p> <p><b>189</b> [1] - 3:18</p> <p><b>19</b> [12] - 4:24, 47:16, 156:5, 156:12, 325:1, 325:3, 325:7, 328:12, 328:23, 328:24, 332:13, 347:4</p> <p><b>199</b> [7] - 4:20, 4:21, 4:22, 4:23</p> <p><b>1995</b> [1] - 339:7</p> <p><b>1996</b> [9] - 48:24, 57:15, 57:17, 103:10, 226:21, 296:3, 339:19, 339:21, 340:1</p> <p><b>1999</b> [1] - 58:4</p> <p><b>1:15</b> [1] - 288:18</p> <p><b>1:19</b> [2] - 289:5, 289:7</p> <p><b>1:57</b> [1] - 16:22</p> <p><b>1st</b> [5] - 8:20, 19:7, 32:3, 161:2, 388:10</p>	<p><b>20</b> [19] - 3:3, 5:4, 8:16, 47:16, 55:23, 71:22, 135:15, 156:5, 156:12, 174:1, 225:18, 237:1, 265:24, 328:22, 336:17, 373:16, 373:18, 374:13, 379:19</p> <p><b>20,000</b> [1] - 236:5</p> <p><b>20,000-plus</b> [1] - 237:8</p> <p><b>200,000</b> [1] - 355:22</p> <p><b>2000</b> [2] - 58:4, 163:1</p> <p><b>2000s</b> [2] - 333:7, 333:8</p> <p><b>2001</b> [3] - 163:5, 163:11, 369:24</p> <p><b>2003</b> [2] - 235:22, 235:24</p> <p><b>20036-6802</b> [1] - 2:5</p> <p><b>2005</b> [3] - 239:21, 241:9, 307:12</p> <p><b>2006</b> [7] - 5:4, 136:13, 136:15, 239:21, 241:9, 373:22, 374:11</p> <p><b>2007</b> [5] - 194:9, 308:2, 308:12, 310:15, 313:17</p> <p><b>2008</b> [11] - 33:3, 80:24, 87:13, 88:10, 95:4, 194:9, 211:2, 308:2, 308:13, 310:15, 313:18</p> <p><b>2009</b> [5] - 33:1, 33:3, 81:24, 148:13, 307:14</p> <p><b>2010</b> [1] - 237:16</p> <p><b>2011</b> [32] - 6:19, 6:20, 17:6, 17:7, 30:2, 90:23, 127:22, 128:19, 139:24, 140:12, 140:24, 141:13, 141:21, 141:23, 142:3, 142:12, 143:17, 143:18, 143:19, 144:5, 169:23, 170:5, 227:17, 247:19, 270:2, 270:20, 270:22, 271:8, 293:24, 327:12, 341:5, 359:6</p> <p><b>2012</b> [47] - 1:19, 5:5, 5:7, 5:9, 6:3, 8:16, 8:17, 8:21, 19:3, 19:4, 19:8, 81:13, 127:20, 127:23, 128:20, 140:13, 141:5, 141:12, 141:17, 142:2, 142:7, 142:9, 142:13, 142:21, 142:23, 143:21, 143:23, 158:1, 158:2, 160:19, 160:21, 170:19, 197:15, 197:16, 197:24, 198:8, 198:17, 235:23, 237:16, 310:20, 318:24, 325:6, 325:8, 325:17, 327:12, 397:14</p> <p><b>2013</b> [3] - 141:14, 142:10, 142:24</p> <p><b>2020</b> [1] - 112:17</p> <p><b>20th</b> [4] - 8:17, 19:3, 19:4, 388:6</p> <p><b>21</b> [12] - 5:7, 156:5, 265:22,</p>
<b>'</b>	<p><b>'11</b> [1] - 140:23</p> <p><b>'13</b> [1] - 310:20</p> <p><b>'14</b> [2] - 142:25, 310:20</p> <p><b>'15</b> [1] - 310:20</p> <p><b>'16</b> [1] - 310:20</p> <p><b>'90s</b> [2] - 214:13, 333:5</p> <p><b>'96</b> [1] - 227:2</p>		
<b>0</b>	<p><b>0.0007</b> [1] - 366:11</p> <p><b>0.4</b> [1] - 341:24</p> <p><b>0007</b> [1] - 335:21</p> <p><b>002</b> [1] - 342:9</p> <p><b>00396</b> [1] - 151:22</p> <p><b>004</b> [1] - 342:9</p>		
<b>1</b>	<p><b>1</b> [13] - 4:4, 4:24, 27:21, 37:17, 41:18, 55:12, 190:16, 191:20, 192:11, 192:12, 268:4, 325:7, 354:2</p> <p><b>1,055</b> [1] - 220:2</p> <p><b>1,200</b> [1] - 239:22</p> <p><b>1,784,000</b> [1] - 356:14</p> <p><b>1,784,800</b> [2] - 355:24, 357:6</p> <p><b>1.2</b> [1] - 143:13</p> <p><b>1.6-cent</b> [1] - 124:17</p> <p><b>10</b> [20] - 4:14, 10:3, 10:20, 10:25, 11:5, 12:11, 128:20,</p>	<p><b>2</b> [25] - 4:6, 19:9, 33:6, 80:2, 128:18, 138:1, 167:23, 184:14, 186:19, 191:20, 191:23, 214:5, 262:5, 262:7, 274:1, 274:8, 282:7, 282:11, 349:16, 363:19, 363:21, 363:23, 383:17, 383:21</p> <p><b>2,000</b> [4] - 116:20, 151:7, 240:13, 395:15</p> <p><b>2,100</b> [7] - 181:18, 208:7, 208:10, 235:7, 302:24, 303:7, 314:9</p> <p><b>2,106</b> [2] - 235:12, 247:4</p> <p><b>2.2</b> [2] - 184:18, 186:22</p> <p><b>2.24</b> [1] - 194:17</p>	

266:1, 266:15, 267:13, 288:24, 299:4, 299:14, 299:17, 299:19, 378:6 <b>22</b> <sup>[13]</sup> - 3:4, 5:9, 265:22, 266:15, 267:8, 288:24, 299:1, 299:14, 299:20, 299:21, 332:10, 332:13, 356:15 <b>22.20</b> <sup>[2]</sup> - 250:8, 256:23 <b>22.29</b> <sup>[1]</sup> - 355:6 <b>24</b> <sup>[5]</sup> - 87:25, 88:25, 96:5, 191:20, 365:22 <b>249</b> <sup>[1]</sup> - 3:19 <b>25</b> <sup>[8]</sup> - 135:16, 291:24, 292:9, 292:18, 292:23, 296:22, 297:7, 380:10 <b>251</b> <sup>[3]</sup> - 51:12, 82:11, 159:22 <b>251(a)</b> <sup>[30]</sup> - 6:24, 7:23, 8:2, 17:11, 18:10, 18:14, 78:5, 83:6, 83:22, 83:23, 84:1, 84:6, 84:9, 86:6, 90:7, 90:8, 90:9, 90:16, 90:25, 95:5, 95:7, 158:9, 227:7, 320:1, 320:3, 320:4, 320:9, 320:13, 380:17 <b>251(b)</b> <sup>[6]</sup> - 78:5, 84:1, 84:9, 90:16, 95:5, 158:9 <b>251(b)</b> <sup>[3]</sup> - 7:1, 17:13, 227:8 <b>251(c)</b> <sup>[8]</sup> - 81:8, 84:17, 85:4, 85:12, 85:19, 85:21, 90:7, 90:17 <b>251(c)</b> <sup>[2]</sup> - 85:2, 86:3 <b>251(d)</b> <sup>[1]</sup> - 345:2 <b>251(d)'s</b> <sup>[1]</sup> - 272:20 <b>252(a)</b> <sup>[1]</sup> - 159:18 <b>252(d)</b> <sup>[5]</sup> - 163:20, 163:21, 345:20, 345:23 <b>252(d)(2)</b> <sup>[3]</sup> - 346:14, 346:17, 346:18 <b>2525</b> <sup>[1]</sup> - 2:15 <b>258</b> <sup>[2]</sup> - 4:13 <b>26</b> <sup>[4]</sup> - 274:1, 274:8, 325:8, 325:17 <b>266</b> <sup>[2]</sup> - 5:8, 5:10 <b>267</b> <sup>[1]</sup> - 5:10 <b>26th</b> <sup>[1]</sup> - 325:6 <b>27</b> <sup>[2]</sup> - 3:10, 327:15 <b>273</b> <sup>[2]</sup> - 4:15 <b>275,000</b> <sup>[1]</sup> - 356:13 <b>275,300</b> <sup>[1]</sup> - 355:22 <b>27th</b> <sup>[3]</sup> - 260:21, 262:23, 263:20 <b>28</b> <sup>[1]</sup> - 5:9 <b>287</b> <sup>[2]</sup> - 4:11 <b>28th</b> <sup>[8]</sup> - 263:21, 263:23, 265:17, 266:10, 293:11, 297:25 <b>29</b> <sup>[1]</sup> - 77:12 <b>299</b> <sup>[1]</sup> - 5:8 <b>29th</b> <sup>[6]</sup> - 270:2, 270:20,	270:22, 271:7, 327:12, 341:5 <b>2:09</b> <sup>[1]</sup> - 323:7  <b>3</b>  <b>3</b> <sup>[22]</sup> - 4:7, 5:5, 5:7, 35:2, 80:14, 119:17, 119:23, 197:12, 262:6, 262:7, 262:10, 268:22, 271:21, 282:7, 282:10, 282:11, 282:14, 351:16, 357:20, 367:3, 368:8, 368:12 <b>3,934</b> <sup>[1]</sup> - 235:14 <b>3.1</b> <sup>[4]</sup> - 146:22, 151:21, 182:25, 394:24 <b>3.1.5</b> <sup>[1]</sup> - 217:25 <b>30</b> <sup>[11]</sup> - 118:23, 118:24, 118:25, 124:15, 135:16, 161:9, 161:21, 210:17, 225:13, 236:25, 237:2 <b>30-day</b> <sup>[2]</sup> - 205:8, 212:2 <b>30-some-odd</b> <sup>[1]</sup> - 245:24 <b>31</b> <sup>[1]</sup> - 130:6 <b>3121</b> <sup>[1]</sup> - 324:7 <b>314</b> <sup>[1]</sup> - 2:8 <b>316</b> <sup>[1]</sup> - 3:19 <b>32</b> <sup>[5]</sup> - 3:11, 4:5, 358:12, 358:17 <b>320</b> <sup>[2]</sup> - 3:20, 236:19 <b>324</b> <sup>[1]</sup> - 3:22 <b>328</b> <sup>[6]</sup> - 4:17, 4:18, 4:24 <b>335,300</b> <sup>[1]</sup> - 354:13 <b>339</b> <sup>[1]</sup> - 3:22 <b>34</b> <sup>[1]</sup> - 178:17 <b>341</b> <sup>[1]</sup> - 235:12 <b>348</b> <sup>[2]</sup> - 4:10 <b>35.85</b> <sup>[2]</sup> - 354:13, 354:15 <b>36</b> <sup>[3]</sup> - 102:6, 103:5, 330:15 <b>368</b> <sup>[2]</sup> - 4:8 <b>373</b> <sup>[1]</sup> - 5:6 <b>374</b> <sup>[2]</sup> - 3:23, 5:6 <b>38</b> <sup>[1]</sup> - 102:22 <b>38.50</b> <sup>[4]</sup> - 245:17, 246:8, 319:7, 395:8 <b>380-plus</b> <sup>[1]</sup> - 59:7 <b>383</b> <sup>[1]</sup> - 393:15 <b>384</b> <sup>[1]</sup> - 3:23 <b>386</b> <sup>[1]</sup> - 3:24 <b>389</b> <sup>[1]</sup> - 3:5 <b>39</b> <sup>[5]</sup> - 102:22, 124:6, 151:13, 183:18 <b>390-square-mile</b> <sup>[1]</sup> - 114:17 <b>392</b> <sup>[1]</sup> - 3:6 <b>393</b> <sup>[2]</sup> - 46:6, 59:10 <b>393-square-mile</b> <sup>[1]</sup> - 53:3 <b>3:20</b> <sup>[1]</sup> - 73:9 <b>3:35</b> <sup>[1]</sup> - 388:3 <b>3:48</b> <sup>[2]</sup> - 396:18, 396:23	<b>3rd</b> <sup>[4]</sup> - 261:4, 263:17, 265:8, 265:15  <b>4</b>  <b>4</b> <sup>[25]</sup> - 1:19, 4:9, 6:3, 47:16, 74:17, 82:6, 83:12, 113:23, 147:8, 158:1, 268:23, 269:12, 269:19, 270:4, 270:6, 270:8, 327:15, 328:1, 328:2, 328:3, 328:4, 347:12, 348:2, 348:3, 348:7 <b>4,000</b> <sup>[1]</sup> - 235:14 <b>40</b> <sup>[3]</sup> - 151:13, 224:19, 257:18 <b>40-60</b> <sup>[1]</sup> - 351:11 <b>400</b> <sup>[1]</sup> - 2:9 <b>421</b> <sup>[2]</sup> - 212:9, 252:16 <b>421,250</b> <sup>[1]</sup> - 142:24 <b>428,000</b> <sup>[1]</sup> - 142:25 <b>428,688</b> <sup>[1]</sup> - 142:25 <b>451,250</b> <sup>[1]</sup> - 143:1 <b>47</b> <sup>[2]</sup> - 367:4, 367:12 <b>475</b> <sup>[1]</sup> - 144:14 <b>475,000</b> <sup>[2]</sup> - 142:21, 142:24 <b>49</b> <sup>[3]</sup> - 33:8, 33:20, 138:19 <b>4th</b> <sup>[2]</sup> - 10:18, 25:15  <b>5</b>  <b>5</b> <sup>[31]</sup> - 1:19, 4:11, 5:4, 10:3, 33:6, 48:12, 119:18, 119:23, 127:23, 128:21, 138:17, 138:20, 141:24, 142:6, 158:2, 185:24, 191:22, 191:23, 191:24, 245:4, 271:16, 271:18, 271:23, 282:24, 286:18, 287:1, 287:3, 360:7, 365:6, 385:10 <b>5,000</b> <sup>[2]</sup> - 219:12, 219:13 <b>5.55</b> <sup>[2]</sup> - 303:12, 303:13 <b>50</b> <sup>[14]</sup> - 110:6, 138:19, 139:7, 142:7, 170:17, 170:22, 177:15, 226:7, 256:25, 351:2, 351:13, 361:19, 379:20 <b>50-plus</b> <sup>[1]</sup> - 205:22 <b>500</b> <sup>[3]</sup> - 219:25, 220:1, 230:13 <b>500,000</b> <sup>[4]</sup> - 142:18, 142:22, 143:3, 144:14 <b>500-pair</b> <sup>[1]</sup> - 230:9 <b>51.701(b)</b> <sup>[1]</sup> - 77:14 <b>51.705</b> <sup>[7]</sup> - 268:24, 269:23, 340:19, 340:25, 376:4, 385:23 <b>51.705(b)(2)</b> <sup>[1]</sup> - 341:9	<b>51.705(c)</b> <sup>[1]</sup> - 375:21 <b>51.713</b> <sup>[1]</sup> - 375:24 <b>51.715</b> <sup>[3]</sup> - 375:6, 384:12, 384:21 <b>51.715(a)</b> <sup>[3]</sup> - 384:15, 385:5, 385:12 <b>55-45</b> <sup>[1]</sup> - 238:18 <b>56-kilobit-per-second</b> <sup>[1]</sup> - 336:16 <b>57</b> <sup>[4]</sup> - 128:4, 128:6, 142:15, 142:16 <b>58</b> <sup>[4]</sup> - 128:6, 128:18, 367:4, 367:5 <b>58502-0400</b> <sup>[1]</sup> - 2:9 <b>58702-1000</b> <sup>[1]</sup> - 2:16 <b>59</b> <sup>[1]</sup> - 367:5 <b>5:07</b> <sup>[1]</sup> - 154:11 <b>5:15</b> <sup>[1]</sup> - 158:1 <b>5:25</b> <sup>[1]</sup> - 154:12 <b>5:30</b> <sup>[3]</sup> - 153:10, 153:11, 154:2 <b>5th</b> <sup>[4]</sup> - 10:18, 25:14, 25:16, 158:14  <b>6</b>  <b>6</b> <sup>[9]</sup> - 74:17, 119:18, 144:13, 191:23, 191:24, 282:24, 354:2, 357:12, 361:20 <b>60</b> <sup>[11]</sup> - 93:1, 99:6, 146:8, 149:18, 149:21, 149:25, 150:7, 199:25, 247:13, 293:14, 301:12 <b>60-day</b> <sup>[1]</sup> - 301:12 <b>61.14</b> <sup>[2]</sup> - 354:21, 354:24 <b>64</b> <sup>[1]</sup> - 3:11 <b>66.66</b> <sup>[1]</sup> - 303:8 <b>670</b> <sup>[1]</sup> - 248:14 <b>676,900</b> <sup>[3]</sup> - 247:2, 248:13, 309:16 <b>69</b> <sup>[1]</sup> - 3:12 <b>6th</b> <sup>[1]</sup> - 25:14  <b>7</b>  <b>7</b> <sup>[15]</sup> - 4:12, 48:12, 51:4, 82:6, 163:9, 163:14, 239:8, 257:6, 257:8, 258:2, 258:6, 317:12, 335:20, 366:13, 366:14 <b>7,246</b> <sup>[1]</sup> - 197:19 <b>7,300</b> <sup>[1]</sup> - 235:7 <b>7,312</b> <sup>[2]</sup> - 197:18, 235:13 <b>70</b> <sup>[1]</sup> - 124:14 <b>70-30</b> <sup>[1]</sup> - 124:13 <b>75</b> <sup>[3]</sup> - 3:12, 138:10, 139:1 <b>76</b> <sup>[1]</sup> - 3:14 <b>77.71</b> <sup>[1]</sup> - 355:1
---	---	---	---

79 <sup>[1]</sup> - 4:6	394:13, 394:21 <b>absent</b> <sup>[2]</sup> - 282:5, 284:2	<b>accompanied</b> <sup>[2]</sup> - 19:21, 309:17	185:25, 244:13, 255:11, 256:7, 362:12, 395:7
<b>8</b>	<b>absolutely</b> <sup>[12]</sup> - 61:12,	<b>accomplish</b> <sup>[3]</sup> - 79:21, 94:3, 226:16	<b>added</b> <sup>[2]</sup> - 195:6, 231:8
8 <sup>[5]</sup> - 63:14, 63:20, 246:12, 249:3, 293:24 80 <sup>[10]</sup> - 3:15, 4:6, 99:6, 146:8, 149:18, 149:22, 149:25, 150:7, 247:13, 257:18 800 <sup>[3]</sup> - 2:4, 248:14, 311:15 800,000 <sup>[2]</sup> - 148:23, 248:10 817,300 <sup>[2]</sup> - 149:1, 247:7 8:30 <sup>[2]</sup> - 157:16, 157:21 8:48 <sup>[1]</sup> - 158:2 8:49 <sup>[1]</sup> - 158:13 8YY <sup>[3]</sup> - 311:11, 311:13, 311:14	187:21, 209:21, 210:23, 210:25, 222:4, 224:9, 234:3, 257:23, 319:24, 393:10, 393:11 <b>abuse</b> <sup>[1]</sup> - 334:18 <b>abuses</b> <sup>[2]</sup> - 130:25, 334:17 <b>acceleration</b> <sup>[1]</sup> - 171:13 <b>accept</b> <sup>[13]</sup> - 39:10, 53:10, 53:11, 53:21, 152:4, 182:17, 187:1, 217:15, 292:20, 294:7, 294:21, 295:13, 381:17 <b>acceptable</b> <sup>[1]</sup> - 169:17 <b>accepted</b> <sup>[2]</sup> - 89:3, 294:21 <b>accepting</b> <sup>[1]</sup> - 72:15 <b>access</b> <sup>[104]</sup> - 97:8, 97:11, 99:25, 100:4, 108:25, 113:16, 127:14, 127:16, 127:25, 128:9, 128:13, 131:3, 131:21, 136:5, 138:11, 138:25, 140:8, 140:9, 140:10, 140:11, 144:17, 145:12, 155:8, 161:2, 163:3, 169:19, 169:24, 170:16, 173:6, 178:5, 181:8, 182:2, 182:14, 190:18, 193:20, 193:24, 194:2, 194:21, 194:22, 195:23, 197:11, 197:16, 197:18, 197:19, 197:23, 214:21, 214:25, 215:2, 215:3, 215:6, 235:6, 235:22, 235:24, 246:12, 246:15, 247:1, 247:6, 247:9, 247:19, 248:7, 248:24, 289:20, 290:8, 302:12, 302:21, 308:25, 309:18, 310:24, 310:25, 311:7, 311:10, 311:21, 311:23, 311:25, 312:17, 312:23, 313:20, 313:21, 314:11, 336:10, 336:13, 337:15, 337:16, 337:18, 359:4, 359:6, 359:13, 360:21, 361:7, 361:11, 361:12, 362:9, 362:13, 362:20, 363:25, 364:9, 364:21, 382:3, 382:5, 382:10, 382:12 <b>Access</b> <sup>[3]</sup> - 4:22, 375:13, 376:2 <b>access-related</b> <sup>[1]</sup> - 364:9 <b>accessed</b> <sup>[3]</sup> - 214:13, 215:10, 215:12 <b>accesses</b> <sup>[1]</sup> - 215:6 <b>accessing</b> <sup>[1]</sup> - 216:1 <b>accommodate</b> <sup>[1]</sup> - 313:9	226:16 <b>accomplished</b> <sup>[1]</sup> - 212:14 <b>accordance</b> <sup>[2]</sup> - 375:23, 385:24 <b>according</b> <sup>[3]</sup> - 61:1, 236:17, 289:21 <b>accountant</b> <sup>[1]</sup> - 306:22 <b>accounting</b> <sup>[3]</sup> - 306:19, 324:21, 369:10 <b>accuracy</b> <sup>[4]</sup> - 39:3, 39:12, 39:19, 195:5 <b>accurate</b> <sup>[10]</sup> - 110:24, 198:6, 258:23, 286:23, 334:13, 349:22, 349:23, 354:25, 358:15, 397:10 <b>accurately</b> <sup>[1]</sup> - 114:4 <b>accusation</b> <sup>[1]</sup> - 232:3 <b>accustomed</b> <sup>[1]</sup> - 228:19 <b>ACF</b> <sup>[2]</sup> - 181:25, 182:2 <b>achieve</b> <sup>[1]</sup> - 321:25 <b>acknowledge</b> <sup>[4]</sup> - 101:8, 263:4, 263:7, 263:16 <b>acquainted</b> <sup>[1]</sup> - 299:9 <b>acquired</b> <sup>[2]</sup> - 331:17, 333:4 <b>acquires</b> <sup>[2]</sup> - 331:10 <b>acquisition</b> <sup>[1]</sup> - 331:20 <b>acquisitions</b> <sup>[2]</sup> - 333:4, 333:7 <b>act</b> <sup>[4]</sup> - 85:5, 94:20, 294:3, 302:2 <b>Act</b> <sup>[31]</sup> - 6:13, 6:24, 7:24, 16:25, 17:11, 18:11, 21:16, 24:18, 48:24, 49:23, 57:14, 78:5, 78:13, 78:20, 79:10, 79:11, 83:23, 86:15, 87:2, 87:10, 102:20, 103:11, 146:2, 158:10, 159:16, 226:21, 227:2, 293:18, 293:22, 320:1, 320:11 <b>acting</b> <sup>[1]</sup> - 337:13 <b>action</b> <sup>[1]</sup> - 44:5 <b>activated</b> <sup>[1]</sup> - 255:1 <b>activities</b> <sup>[3]</sup> - 67:3, 185:6, 185:7 <b>activity</b> <sup>[11]</sup> - 134:3, 205:18, 206:3, 219:19, 220:8, 220:24, 235:20, 236:2, 237:16, 239:24, 393:2 <b>acts</b> <sup>[1]</sup> - 131:25 <b>actual</b> <sup>[17]</sup> - 68:17, 116:21, 118:14, 139:11, 142:1, 142:23, 143:6, 203:12, 266:21, 274:13, 280:4, 288:12, 350:23, 352:15, 370:24, 377:14, 378:15 <b>Adams</b> <sup>[1]</sup> - 324:22 <b>add</b> <sup>[8]</sup> - 28:25, 96:12,	256:7, 362:12, 395:7 <b>addition</b> <sup>[1]</sup> - 186:21 <b>addition</b> <sup>[5]</sup> - 14:11, 113:19, 146:15, 151:8, 197:16 <b>additional</b> <sup>[21]</sup> - 25:3, 28:25, 59:22, 72:24, 73:11, 110:8, 110:11, 110:15, 146:9, 150:21, 170:7, 193:1, 218:6, 298:14, 298:22, 315:25, 347:23, 363:21, 384:12, 387:5, 393:22 <b>additions</b> <sup>[1]</sup> - 77:11 <b>address</b> <sup>[22]</sup> - 7:15, 16:7, 18:2, 25:6, 91:21, 98:3, 116:4, 129:14, 132:21, 163:10, 180:23, 184:24, 189:18, 189:21, 202:11, 202:12, 229:21, 229:23, 324:5, 324:7, 366:8, 387:15 <b>addressed</b> <sup>[9]</sup> - 79:1, 116:19, 130:12, 148:19, 162:23, 184:14, 208:16, 374:1, 383:22 <b>adjust</b> <sup>[2]</sup> - 141:22, 142:3 <b>adjusted</b> <sup>[3]</sup> - 92:11, 142:13, 359:2 <b>adjustment</b> <sup>[1]</sup> - 15:15 <b>adjustments</b> <sup>[3]</sup> - 376:6, 377:25, 386:7 <b>adjusts</b> <sup>[1]</sup> - 142:11 <b>administer</b> <sup>[4]</sup> - 27:3, 76:16, 189:10, 323:22 <b>Administrative</b> <sup>[1]</sup> - 332:11 <b>administrative</b> <sup>[2]</sup> - 6:5, 108:14 <b>administratively</b> <sup>[1]</sup> - 78:19 <b>administrator</b> <sup>[1]</sup> - 122:17 <b>admission</b> <sup>[6]</sup> - 32:11, 79:23, 287:1, 299:4, 348:1, 368:8 <b>admit</b> <sup>[2]</sup> - 196:12, 315:21 <b>admitted</b> <sup>[5]</sup> - 40:23, 268:21, 299:1, 314:20, 368:12 <b>adopt</b> <sup>[8]</sup> - 7:9, 17:21, 21:2, 21:11, 22:8, 300:4, 301:4, 389:11 <b>adopted</b> <sup>[17]</sup> - 21:4, 21:17, 53:13, 160:14, 183:16, 237:24, 260:7, 260:12, 268:11, 268:14, 269:5, 341:17, 358:18, 363:7, 372:23, 372:25, 391:15 <b>adopting</b> <sup>[2]</sup> - 162:5, 183:11 <b>advance</b> <sup>[5]</sup> - 57:4, 94:17, 95:9, 166:11, 211:8 <b>advanced</b> <sup>[1]</sup> - 164:13 <b>advantage</b> <sup>[3]</sup> - 141:1, 180:2, 286:2
<b>9</b>			
9 <sup>[10]</sup> - 35:3, 80:24, 82:6, 86:4, 171:24, 249:3, 282:7, 282:11, 282:14 9,352 <sup>[1]</sup> - 197:17 9,400 <sup>[1]</sup> - 235:6 9,418 <sup>[2]</sup> - 197:17, 235:23 9,466 <sup>[1]</sup> - 235:22 9,500 <sup>[1]</sup> - 128:20 90 <sup>[1]</sup> - 213:14 90th <sup>[2]</sup> - 370:17, 370:19 911 <sup>[1]</sup> - 242:3 95 <sup>[11]</sup> - 127:20, 139:24, 140:14, 141:16, 142:21, 142:24, 143:1, 170:1, 170:4, 182:3, 247:18 95219 <sup>[1]</sup> - 324:8			
<b>A</b>			
a.m <sup>[12]</sup> - 6:2, 8:22, 10:3, 10:20, 10:25, 11:6, 12:11, 16:22, 138:1, 158:2, 158:13, 289:5 <b>ability</b> <sup>[8]</sup> - 28:16, 53:24, 65:2, 114:14, 178:24, 178:25, 362:25, 371:10 <b>able</b> <sup>[32]</sup> - 21:21, 29:4, 30:25, 42:18, 43:18, 46:16, 53:20, 57:4, 57:21, 57:22, 58:13, 59:6, 60:2, 66:8, 67:10, 70:13, 70:18, 71:9, 144:25, 175:19, 176:13, 206:13, 206:15, 244:11, 265:14, 291:20, 301:18, 313:14, 340:14, 379:13, 388:21, 393:4 <b>absence</b> <sup>[3]</sup> - 336:21,			

<p><b>advantaged</b> [1] - 144:22  <b>advent</b> [1] - 335:15  <b>advise</b> [5] - 26:18, 76:6, 188:25, 298:13, 323:12  <b>advised</b> [4] - 46:3, 76:14, 189:8, 323:20  <b>advisement</b> [3] - 15:21, 25:23, 346:1  <b>aerial</b> [1] - 69:23  <b>affect</b> [11] - 178:1, 275:8, 275:10, 292:1, 292:14, 292:24, 310:19, 363:10, 363:13, 364:19, 364:24  <b>affected</b> [3] - 23:15, 160:8, 367:17  <b>affects</b> [3] - 28:15, 275:22, 276:1  <b>affiliate</b> [2] - 290:13, 336:6  <b>affiliated</b> [1] - 152:19  <b>affiliates</b> [2] - 106:10, 152:25  <b>affirmatively</b> [1] - 338:11  <b>afford</b> [1] - 53:2  <b>afternoon</b> [5] - 13:10, 13:11, 16:7, 16:16, 16:23  <b>age</b> [2] - 175:17, 216:17  <b>Agency</b> [1] - 252:24  <b>aggregate</b> [2] - 276:3, 329:18  <b>aggregated</b> [1] - 129:17  <b>ago</b> [15] - 42:23, 103:25, 136:20, 137:10, 183:21, 187:8, 202:4, 216:18, 235:25, 301:9, 310:16, 313:25, 314:1, 339:6, 371:20  <b>agree</b> [62] - 22:22, 34:23, 45:14, 45:19, 45:21, 51:22, 52:20, 58:24, 69:5, 69:10, 70:1, 93:4, 93:12, 96:16, 97:25, 98:5, 98:8, 100:9, 104:9, 106:9, 107:10, 107:11, 109:20, 109:24, 112:12, 130:18, 130:24, 148:12, 149:9, 149:11, 150:19, 155:14, 171:16, 175:15, 185:2, 187:17, 206:20, 217:1, 226:20, 230:25, 233:3, 233:21, 233:23, 250:7, 258:23, 264:1, 276:24, 283:25, 284:11, 284:17, 284:19, 290:1, 293:12, 297:21, 315:15, 338:3, 340:24, 352:9, 358:15, 366:6, 371:12, 394:19  <b>agreed</b> [24] - 7:4, 14:16, 17:16, 89:5, 89:15, 95:10, 112:4, 212:7, 232:13, 244:24, 262:23, 264:8, 264:13, 264:16, 264:20,</p>	<p>264:21, 289:16, 293:3, 294:17, 295:11, 296:16, 296:25, 395:4  <b>agreed-to</b> [1] - 293:3  <b>agreeing</b> [2] - 146:16, 294:25  <b>agreement</b> [102] - 7:10, 8:25, 14:15, 15:5, 17:22, 19:12, 21:5, 21:23, 21:25, 23:1, 23:4, 30:9, 47:17, 48:6, 48:7, 49:2, 53:12, 53:14, 54:9, 63:3, 81:1, 88:17, 90:15, 90:21, 92:19, 92:21, 94:9, 96:8, 99:16, 100:7, 100:12, 101:11, 124:23, 125:1, 138:7, 158:25, 159:4, 159:7, 159:10, 159:11, 159:19, 159:23, 167:12, 177:24, 181:15, 185:15, 185:19, 185:20, 186:2, 186:4, 186:16, 186:17, 186:22, 187:8, 187:12, 187:14, 187:20, 190:16, 200:5, 217:12, 217:15, 223:4, 224:15, 226:1, 230:17, 239:9, 247:23, 248:3, 250:5, 250:8, 253:16, 260:19, 261:3, 261:23, 263:2, 264:20, 265:1, 266:6, 266:7, 266:8, 289:17, 292:16, 293:13, 294:18, 294:23, 294:25, 295:15, 296:10, 297:6, 300:13, 300:18, 301:20, 302:3, 314:10, 317:4, 318:9, 318:25, 345:22, 348:23, 374:6, 386:10, 389:18  <b>Agreements</b> [2] - 4:13, 258:3  <b>agreements</b> [28] - 48:7, 58:3, 58:5, 106:21, 106:23, 159:15, 159:17, 159:21, 163:21, 167:19, 250:11, 250:14, 264:5, 267:24, 272:6, 294:5, 294:16, 297:23, 300:7, 300:9, 300:19, 301:1, 301:10, 318:8, 321:19, 341:4, 345:6, 395:10  <b>ahead</b> [15] - 11:17, 33:13, 47:21, 54:6, 64:5, 75:12, 93:1, 93:23, 181:5, 192:10, 211:10, 213:20, 261:13, 384:7, 387:25  <b>ahold</b> [2] - 14:6, 14:7  <b>aid</b> [2] - 286:6, 287:23  <b>aimed</b> [1] - 109:1  <b>alarm</b> [1] - 171:21  <b>alarmed</b> [1] - 44:3  <b>albeit</b> [1] - 215:20  <b>alive</b> [2] - 236:22, 237:7</p>	<p><b>all-hands-on-deck</b> [1] - 230:14  <b>alleged</b> [1] - 35:19  <b>allocated</b> [2] - 64:16, 64:21  <b>allow</b> [12] - 14:19, 14:23, 177:4, 196:11, 196:15, 196:17, 196:25, 197:1, 199:11, 201:14, 208:25, 387:21  <b>allowed</b> [8] - 85:2, 140:13, 144:15, 211:4, 213:15, 296:15, 306:25, 342:21  <b>allows</b> [4] - 159:16, 159:18, 186:5, 316:23  <b>alluded</b> [1] - 383:15  <b>alluding</b> [1] - 172:20  <b>almost</b> [7] - 13:20, 15:7, 30:24, 91:5, 96:5, 118:21, 221:5  <b>alone</b> [5] - 219:22, 281:2, 281:24, 281:25, 290:22  <b>alter</b> [1] - 229:6  <b>alternative</b> [2] - 167:17, 172:6  <b>alternatives</b> [2] - 376:9, 381:14  <b>amazingly</b> [1] - 116:13  <b>amended</b> [1] - 269:24  <b>America</b> [19] - 127:15, 127:18, 128:10, 140:21, 144:18, 170:20, 223:5, 313:2, 313:4, 313:6, 313:9, 316:20, 362:3, 362:5, 362:17, 362:24, 363:14, 364:22, 382:17  <b>Americans</b> [1] - 214:13  <b>amount</b> [67] - 43:3, 44:4, 47:4, 57:8, 57:13, 62:14, 116:10, 127:23, 128:1, 128:22, 128:23, 136:10, 137:8, 139:2, 140:14, 140:19, 141:17, 142:22, 144:16, 144:19, 146:23, 171:9, 181:12, 182:23, 206:23, 208:6, 220:8, 220:23, 223:14, 223:18, 223:19, 233:25, 243:4, 245:9, 246:10, 259:16, 302:11, 302:14, 302:18, 302:19, 304:17, 314:8, 319:9, 319:15, 331:11, 331:15, 336:3, 350:8, 350:23, 353:1, 360:6, 360:10, 362:8, 362:19, 363:10, 363:12, 363:13, 363:14, 368:25, 369:13, 370:2, 370:6, 370:23, 370:25, 372:21, 378:1, 392:8  <b>amounts</b> [9] - 288:1, 318:8,</p>	<p>352:13, 352:17, 352:18, 352:19, 352:20, 352:24  <b>analyses</b> [1] - 372:16  <b>analysis</b> [30] - 53:17, 147:5, 147:14, 147:15, 147:19, 149:16, 168:10, 183:4, 190:19, 193:12, 195:4, 195:8, 196:8, 196:21, 274:15, 274:22, 275:3, 285:18, 315:15, 325:9, 349:11, 351:6, 351:15, 367:16, 370:20, 371:9, 371:18, 371:21, 371:22, 371:25  <b>Analysis</b> [2] - 4:9, 4:23  <b>analyze</b> [2] - 113:12, 147:11  <b>Andahl</b> [4] - 9:3, 19:15, 397:3, 397:16  <b>Anderson</b> [2] - 9:15, 19:25  <b>annexed</b> [1] - 42:6  <b>announce</b> [1] - 32:4  <b>announcement</b> [1] - 32:3  <b>annual</b> [3] - 330:3, 358:2, 359:8  <b>annually</b> [4] - 141:22, 359:2, 360:4, 360:5  <b>anomalies</b> [4] - 307:24, 307:25, 308:1, 308:17  <b>anomaly</b> [4] - 194:8, 194:11, 194:15, 335:7  <b>answer</b> [57] - 46:23, 48:3, 49:22, 53:8, 53:16, 53:20, 54:6, 54:11, 54:18, 55:8, 55:9, 65:14, 65:15, 66:9, 83:15, 89:7, 97:21, 98:15, 101:15, 101:16, 101:18, 101:24, 102:2, 102:3, 102:23, 108:16, 113:10, 145:24, 160:13, 181:3, 182:5, 182:11, 205:5, 205:6, 207:13, 258:22, 271:22, 279:7, 280:4, 280:11, 281:7, 281:11, 285:1, 292:5, 292:9, 292:12, 292:13, 292:20, 293:6, 293:7, 301:24, 340:10, 356:12, 356:17, 370:8, 378:19, 378:25  <b>answered</b> [9] - 49:21, 49:24, 59:12, 59:15, 75:7, 94:18, 101:13, 101:14, 213:22  <b>answering</b> [4] - 181:20, 235:1, 246:7, 374:17  <b>anticipate</b> [7] - 13:19, 169:8, 174:11, 339:20, 339:23, 340:4, 340:7  <b>anticipated</b> [1] - 79:17  <b>anticipating</b> [3] - 15:8, 201:2, 339:17  <b>anticompetitive</b> [2] - 78:14,</p>
--	---	---	---

<p>107:5  <b>anyway</b> [3] - 26:7, 128:13, 153:18  <b>AOL</b> [2] - 290:6, 290:7  <b>apart</b> [1] - 379:1  <b>apologies</b> [2] - 281:8, 343:7  <b>apologize</b> [8] - 9:25, 22:14, 22:17, 181:19, 226:14, 257:5, 361:8, 378:11  <b>apparent</b> [1] - 28:17  <b>appeal</b> [8] - 91:17, 92:16, 93:5, 95:11, 211:5, 300:1, 300:11, 301:13  <b>appeals</b> [3] - 22:2, 211:4, 211:14  <b>appear</b> [4] - 31:6, 104:7, 339:15, 383:8  <b>appearance</b> [4] - 9:7, 9:18, 19:17, 20:4  <b>apples</b> [4] - 88:12, 152:8, 233:13  <b>apples-to-apples</b> [1] - 152:8  <b>applicable</b> [2] - 271:24, 380:4  <b>applied</b> [4] - 159:12, 369:19, 372:16, 373:3  <b>applies</b> [6] - 165:12, 165:24, 270:22, 271:6, 384:22, 384:24  <b>apply</b> [11] - 51:12, 125:25, 155:9, 269:19, 333:6, 335:23, 344:9, 344:11, 367:22, 367:24, 386:1  <b>appointment</b> [1] - 64:14  <b>appreciate</b> [5] - 11:20, 11:21, 226:5, 389:3, 396:19  <b>approach</b> [5] - 118:8, 177:15, 227:11, 268:11, 378:22  <b>appropriate</b> [12] - 21:2, 21:11, 21:14, 21:15, 25:2, 163:19, 194:4, 226:24, 300:4, 322:12, 340:15, 394:20  <b>approval</b> [5] - 159:7, 159:9, 159:10, 264:6, 301:20  <b>approve</b> [6] - 106:18, 106:19, 106:21, 107:1, 107:13, 159:19  <b>approved</b> [6] - 159:17, 186:13, 187:8, 232:14, 232:17, 312:23  <b>approves</b> [2] - 163:18, 258:14  <b>approximation</b> [1] - 345:14  <b>April</b> [18] - 1:19, 5:4, 5:5, 6:3, 8:16, 8:17, 10:3, 19:3, 19:4, 136:8, 158:1, 158:2, 158:14, 163:5, 221:4, 221:25, 388:6, 397:14</p>	<p><b>arbitrage</b> [16] - 78:24, 108:19, 126:14, 130:3, 131:6, 162:17, 162:19, 162:22, 163:2, 163:7, 163:10, 166:8, 216:20, 233:10, 335:22, 339:18  <b>arbitrated</b> [2] - 159:11, 218:15  <b>ARBITRATION</b> [1] - 1:15  <b>arbitration</b> [40] - 6:8, 6:18, 6:19, 8:7, 8:16, 10:2, 17:5, 17:6, 18:19, 19:3, 20:23, 24:16, 82:21, 84:17, 86:15, 89:25, 95:17, 158:4, 158:6, 185:2, 217:13, 217:16, 218:14, 225:2, 225:9, 293:20, 294:13, 295:24, 297:11, 297:14, 346:22, 384:25, 385:20, 386:2, 386:9, 386:10, 386:11, 386:12, 388:7, 389:6  <b>arbitrations</b> [7] - 24:19, 179:22, 180:12, 297:19, 344:23, 374:18, 380:18  <b>ARBITRATOR</b> [1] - 1:23  <b>arbitrator</b> [59] - 6:12, 6:15, 8:11, 8:19, 16:24, 17:3, 18:23, 19:6, 21:13, 22:8, 22:18, 23:25, 24:3, 38:16, 69:3, 81:21, 90:5, 95:25, 101:6, 115:22, 131:25, 161:7, 183:10, 199:18, 200:2, 202:3, 202:6, 202:9, 202:11, 202:20, 203:4, 208:15, 208:17, 210:14, 210:19, 214:4, 217:23, 239:11, 242:5, 245:5, 265:5, 265:19, 280:3, 296:5, 316:7, 324:11, 326:1, 326:8, 326:24, 329:2, 329:4, 346:21, 363:17, 392:5, 392:11, 392:16, 392:20, 393:8  <b>arbitrator's</b> [2] - 23:22, 70:14  <b>area</b> [100] - 28:21, 29:11, 29:12, 31:13, 35:20, 35:22, 35:23, 36:1, 37:11, 37:22, 38:6, 38:13, 39:6, 39:7, 39:20, 40:3, 40:7, 40:11, 40:13, 40:14, 40:16, 40:19, 41:14, 41:18, 41:23, 42:2, 42:3, 42:4, 42:13, 46:16, 47:14, 49:12, 53:3, 53:5, 63:2, 63:4, 65:20, 66:3, 67:7, 73:25, 98:18, 102:1, 104:8, 105:12, 110:23, 113:7, 114:9, 114:18, 125:16, 125:17, 125:22, 125:23, 156:2, 156:14, 157:1, 167:7, 167:9, 180:9,</p>	<p>190:18, 200:16, 200:18, 221:17, 224:2, 227:24, 228:8, 275:9, 275:10, 275:15, 277:9, 277:16, 277:18, 282:1, 282:3, 282:4, 288:12, 290:16, 291:2, 301:5, 316:9, 316:10, 316:23, 330:1, 330:5, 330:7, 330:9, 336:8, 338:9, 366:24, 369:14, 370:18, 379:7, 381:5, 381:11, 396:2, 396:3, 396:4, 396:8, 396:9  <b>Area</b> [1] - 4:21  <b>areas</b> [33] - 29:5, 31:16, 36:3, 36:5, 36:8, 42:6, 42:9, 42:14, 42:17, 49:13, 59:2, 63:13, 66:13, 111:20, 114:21, 115:1, 126:16, 130:9, 130:17, 138:2, 156:4, 168:9, 179:14, 201:16, 227:25, 228:20, 266:13, 277:7, 285:17, 296:4, 298:2, 318:6, 389:25  <b>argue</b> [2] - 294:19, 300:3  <b>argued</b> [1] - 90:5  <b>argument</b> [10] - 8:5, 18:17, 39:5, 39:8, 167:14, 169:5, 237:20, 313:21, 315:6, 392:13  <b>argument's</b> [2] - 364:7, 364:8  <b>argumentative</b> [4] - 208:18, 254:16, 254:19, 285:2  <b>arguments</b> [1] - 339:25  <b>arise</b> [2] - 130:20, 217:14  <b>arising</b> [1] - 340:5  <b>arm's</b> [2] - 106:13, 152:15  <b>arm's-length</b> [1] - 106:13  <b>arose</b> [1] - 162:19  <b>arrangement</b> [27] - 55:14, 60:4, 88:22, 106:3, 106:13, 115:18, 117:24, 119:4, 119:6, 217:2, 232:9, 233:6, 239:12, 253:1, 255:23, 271:4, 319:18, 319:20, 319:22, 338:6, 341:11, 375:12, 376:3, 384:23, 385:15, 385:16, 386:4  <b>arrangements</b> [3] - 154:13, 316:18, 388:5  <b>arrived</b> [2] - 259:17, 259:23  <b>artificially</b> [1] - 337:14  <b>artist</b> [1] - 63:10  <b>aside</b> [1] - 91:1  <b>aspect</b> [2] - 86:3, 87:10  <b>aspects</b> [1] - 87:1  <b>assert</b> [1] - 51:25  <b>asserted</b> [1] - 52:21</p>	<p><b>asserting</b> [1] - 378:10  <b>assess</b> [1] - 383:3  <b>assigned</b> [6] - 306:12, 306:13, 330:13, 330:20, 363:19, 372:20  <b>assist</b> [2] - 109:2, 205:16  <b>assistance</b> [3] - 52:6, 209:9  <b>associated</b> [15] - 62:2, 84:13, 85:20, 97:17, 108:20, 117:11, 122:18, 123:1, 138:11, 163:7, 185:3, 194:22, 306:6, 310:3, 329:20  <b>association</b> [1] - 236:19  <b>Association</b> [4] - 4:8, 129:10, 236:18, 359:8  <b>Association's</b> [1] - 358:2  <b>assume</b> [25] - 10:24, 35:18, 50:7, 54:24, 69:4, 69:16, 70:1, 82:20, 113:7, 114:7, 133:11, 150:19, 165:7, 168:5, 172:8, 193:6, 204:17, 211:9, 243:17, 254:12, 254:14, 254:18, 254:20, 280:6  <b>assumed</b> [6] - 138:17, 138:19, 143:4, 143:10, 146:21, 319:10  <b>assuming</b> [13] - 55:2, 110:22, 110:24, 142:20, 174:7, 174:24, 211:20, 213:11, 215:20, 216:21, 222:16, 280:22, 362:23  <b>assumption</b> [12] - 138:22, 175:6, 204:19, 279:16, 280:21, 312:7, 312:8, 312:9, 363:2, 363:5, 378:6, 378:23  <b>assumptions</b> [13] - 88:23, 149:7, 195:15, 195:16, 195:19, 195:20, 279:12, 279:16, 308:23, 308:25, 314:16, 390:8  <b>AT&amp;T</b> [1] - 103:13  <b>atomic</b> [2] - 154:11, 285:7  <b>attached</b> [3] - 48:21, 147:5, 156:17  <b>Attachment</b> [9] - 4:24, 147:8, 190:16, 192:12, 197:12, 262:5, 262:6, 262:10, 325:7  <b>attachment</b> [5] - 184:22, 185:24, 193:14, 266:12, 298:10  <b>attachments</b> [9] - 5:8, 5:10, 190:25, 262:9, 265:16, 265:18, 266:2, 266:20, 299:5  <b>attack</b> [1] - 315:22  <b>attempt</b> [4] - 12:18, 185:10,</p>
--	---	---	--

<p>303:4, 339:1  <b>attempted</b> [2] - 334:11, 349:6  <b>attempts</b> [1] - 51:16  <b>attention</b> [3] - 30:23, 92:12, 322:8  <b>attitude</b> [1] - 55:1  <b>attorney</b> [3] - 12:14, 15:13, 25:10  <b>attorneys</b> [3] - 11:14, 25:19, 201:3  <b>Attorneys</b> [3] - 2:3, 2:8, 2:14  <b>attract</b> [1] - 114:23  <b>attributed</b> [1] - 333:13  <b>audited</b> [1] - 308:5  <b>authenticating</b> [1] - 346:12  <b>authority</b> [7] - 25:24, 106:17, 106:21, 107:12, 229:6, 376:15, 394:19  <b>authorized</b> [2] - 55:13, 132:16  <b>automated</b> [1] - 137:12  <b>availability</b> [3] - 153:20, 156:11, 205:4  <b>available</b> [22] - 13:1, 32:7, 32:17, 62:4, 66:9, 66:11, 66:13, 79:19, 118:20, 170:19, 171:7, 195:11, 221:16, 230:12, 290:18, 301:19, 313:14, 313:24, 313:25, 317:22, 368:25, 391:19  <b>Avenue</b> [2] - 2:4, 2:8  <b>average</b> [26] - 29:23, 30:2, 30:4, 31:1, 31:4, 62:13, 62:22, 63:12, 63:20, 72:7, 129:12, 129:21, 138:20, 139:2, 183:19, 240:12, 247:3, 330:7, 330:10, 333:18, 333:19, 350:8, 356:4, 370:16, 371:7, 394:10  <b>averages</b> [1] - 167:24  <b>avoid</b> [4] - 43:25, 127:6, 166:7, 300:5  <b>avoided</b> [2] - 119:23, 121:8  <b>award</b> [3] - 8:17, 19:4, 388:7  <b>aware</b> [41] - 35:25, 45:12, 50:11, 59:21, 60:11, 67:17, 67:21, 67:25, 68:3, 75:22, 104:1, 105:20, 106:2, 106:5, 106:8, 106:16, 155:17, 155:24, 156:2, 156:9, 156:20, 156:24, 211:1, 221:21, 223:23, 268:14, 290:5, 290:7, 300:12, 300:13, 326:1, 333:22, 334:11, 336:2, 336:12, 338:18, 341:14, 359:23, 364:25, 376:20,</p>	<p>377:23</p> <p style="text-align: center;"><b>B</b></p> <p><b>b)</b> [1] - 86:6  <b>background</b> [4] - 89:16, 201:9, 324:10, 324:12  <b>backup</b> [1] - 310:1  <b>bad</b> [2] - 233:13, 337:12  <b>Bakken</b> [3] - 236:3, 236:6, 236:13  <b>balance</b> [51] - 21:10, 124:24, 233:22, 234:14, 234:16, 239:6, 273:6, 274:1, 274:5, 275:8, 275:10, 275:18, 275:23, 276:1, 276:19, 276:22, 277:2, 277:5, 277:24, 278:12, 278:13, 278:24, 279:22, 279:24, 280:9, 281:3, 282:2, 282:8, 282:13, 282:15, 282:16, 283:21, 285:12, 285:18, 347:1, 349:21, 351:1, 351:4, 353:5, 353:16, 378:3, 378:20, 390:4, 390:7, 390:10, 390:14, 390:15  <b>balanced</b> [9] - 234:5, 234:7, 234:8, 238:4, 238:23, 350:4, 350:17, 390:12, 394:1  <b>ball</b> [2] - 243:19, 243:22  <b>ballpark</b> [1] - 379:9  <b>banded</b> [1] - 99:11  <b>bank</b> [2] - 216:21, 238:11  <b>bankruptcy</b> [2] - 209:6, 209:7  <b>banks</b> [2] - 43:19, 43:21  <b>bare</b> [1] - 220:1  <b>bargaining</b> [1] - 223:4  <b>barrier</b> [1] - 79:13  <b>base</b> [16] - 104:22, 127:21, 140:12, 140:24, 141:7, 141:21, 141:23, 142:11, 142:13, 142:20, 143:4, 143:19, 213:9, 311:1, 353:16, 372:14  <b>based</b> [92] - 6:21, 15:9, 17:8, 21:21, 31:5, 40:4, 44:11, 68:6, 79:7, 79:19, 81:8, 83:5, 83:21, 84:25, 86:3, 96:22, 96:24, 99:24, 113:25, 115:12, 116:8, 119:11, 121:12, 127:21, 140:15, 141:13, 143:6, 144:1, 144:5, 145:19, 147:2, 158:7, 159:25, 164:1, 167:24, 174:1, 174:19, 178:11, 178:14,</p>	<p>179:3, 183:17, 200:6, 203:11, 213:13, 234:4, 238:13, 240:3, 240:14, 246:9, 251:7, 251:8, 258:20, 258:21, 259:16, 272:1, 272:6, 272:17, 272:20, 274:15, 274:17, 280:2, 291:7, 292:4, 300:16, 302:16, 304:21, 305:3, 305:23, 309:15, 314:10, 314:25, 315:22, 319:5, 319:9, 319:16, 321:24, 332:6, 341:6, 355:4, 355:6, 355:10, 369:16, 370:13, 371:9, 372:16, 373:3, 375:17, 390:7, 390:8, 390:20, 391:10, 391:11  <b>baseline</b> [9] - 144:16, 358:22, 358:23, 359:25, 360:1, 360:2, 360:9, 360:17, 362:14  <b>basis</b> [29] - 38:6, 59:14, 69:18, 100:19, 119:19, 119:20, 126:4, 126:6, 130:4, 131:19, 163:13, 164:12, 165:6, 193:23, 214:18, 215:20, 219:9, 219:11, 239:17, 239:23, 260:3, 272:4, 272:16, 273:14, 313:16, 318:15, 320:23, 330:4, 341:17  <b>batches</b> [1] - 135:24  <b>bear</b> [3] - 12:17, 240:5, 395:5  <b>became</b> [4] - 28:17, 28:18, 66:23, 321:2  <b>become</b> [9] - 21:25, 49:12, 52:8, 57:20, 96:24, 175:22, 176:14, 243:12, 286:11  <b>becomes</b> [5] - 21:23, 90:9, 119:12, 121:12, 338:7  <b>BEFORE</b> [1] - 1:22  <b>began</b> [1] - 28:22  <b>begin</b> [3] - 32:2, 175:25, 205:6  <b>beginning</b> [7] - 6:8, 101:14, 148:23, 181:20, 184:12, 225:3, 270:2  <b>behalf</b> [4] - 9:19, 20:13, 190:4, 210:21  <b>behavior</b> [1] - 114:21  <b>behind</b> [5] - 20:9, 49:1, 298:23, 302:19, 388:24  <b>BEK</b> [2] - 124:16, 124:22  <b>belie</b> [1] - 98:12  <b>belief</b> [10] - 235:8, 238:10, 273:14, 284:1, 284:2, 333:14, 333:15, 333:19, 334:2, 334:10  <b>believes</b> [3] - 90:4, 247:16,</p>	<p>378:17  <b>belong</b> [1] - 223:6  <b>belongs</b> [1] - 203:17  <b>below</b> [2] - 246:25, 288:2  <b>benchmarking</b> [2] - 167:18, 184:2  <b>beneficial</b> [2] - 200:17, 203:3  <b>benefit</b> [7] - 58:25, 59:2, 59:4, 59:7, 173:7, 242:4, 339:2  <b>benefited</b> [2] - 81:11, 286:7  <b>benefits</b> [9] - 48:14, 48:17, 48:21, 78:7, 78:18, 82:5, 101:5, 145:5, 306:6  <b>best</b> [9] - 25:21, 53:16, 55:4, 91:21, 103:3, 319:13, 322:11, 349:5, 395:6  <b>better</b> [5] - 53:20, 245:22, 259:14, 340:12, 367:19  <b>between</b> [71] - 7:4, 17:16, 31:14, 44:4, 54:19, 55:25, 62:14, 81:1, 83:1, 86:25, 90:22, 95:3, 99:6, 105:22, 106:6, 112:13, 112:21, 112:24, 114:21, 116:7, 118:9, 119:3, 151:16, 152:16, 156:10, 159:9, 160:11, 161:10, 161:16, 165:2, 165:4, 165:14, 165:21, 165:25, 167:23, 179:12, 183:3, 187:9, 190:12, 200:8, 204:4, 215:1, 217:14, 223:18, 232:11, 233:22, 238:4, 241:25, 247:13, 248:6, 248:9, 266:8, 268:9, 282:23, 300:5, 300:20, 300:21, 301:11, 301:19, 310:11, 325:9, 330:16, 334:22, 337:22, 342:9, 345:13, 345:15, 349:7, 351:8, 381:18  <b>Beulah</b> [1] - 31:19  <b>beyond</b> [21] - 46:19, 46:25, 47:9, 48:8, 54:1, 116:18, 121:21, 124:14, 139:8, 146:13, 200:24, 202:18, 202:21, 208:12, 212:12, 248:22, 269:2, 269:3, 298:17, 363:21, 363:23  <b>big</b> [6] - 117:21, 136:24, 177:17, 185:4, 287:25, 288:1  <b>bigger</b> [1] - 176:25  <b>biggest</b> [2] - 99:15, 104:14  <b>bill</b> [62] - 21:2, 21:3, 21:12, 21:13, 78:17, 92:8, 92:10, 94:23, 107:19, 109:2, 119:15, 120:2, 124:3, 127:1, 127:6, 131:7, 136:7,</p>
---	--	---	---

<p>160:18, 163:12, 163:25, 166:5, 166:6, 167:16, 168:7, 168:13, 168:20, 169:6, 169:17, 170:24, 171:1, 178:22, 179:6, 179:7, 179:12, 183:13, 185:10, 232:23, 233:5, 233:23, 238:19, 271:3, 272:12, 337:8, 341:7, 341:11, 345:10, 363:9, 374:23, 375:24, 378:22, 381:18, 381:24, 382:7, 382:16, 382:23, 382:24, 383:6, 383:8, 383:11, 385:15, 385:24, 390:1</p> <p><b>bill-and-keep</b> [53] - 21:2, 21:3, 21:12, 21:13, 78:17, 92:8, 92:10, 94:23, 107:19, 109:2, 124:3, 127:1, 127:6, 131:7, 160:18, 163:12, 163:25, 166:5, 166:6, 167:16, 168:7, 168:13, 168:20, 169:6, 169:17, 170:24, 171:1, 178:22, 179:6, 179:7, 179:12, 183:13, 185:10, 232:23, 233:5, 233:23, 238:19, 271:3, 272:12, 341:7, 341:11, 345:10, 363:9, 374:23, 375:24, 378:22, 381:18, 381:24, 382:7, 382:16, 382:23, 382:24, 390:1</p> <p><b>billed</b> [2] - 133:8, 382:22</p> <p><b>billing</b> [19] - 116:25, 119:7, 119:15, 119:22, 121:4, 121:5, 121:6, 122:16, 132:21, 133:11, 133:15, 234:1, 240:1, 242:24, 252:4, 255:13, 337:3, 340:15, 344:19</p> <p><b>billion</b> [5] - 363:19, 363:22, 363:23, 383:17, 383:21</p> <p><b>bills</b> [1] - 361:14</p> <p><b>bind</b> [1] - 297:10</p> <p><b>binder</b> [1] - 265:1</p> <p><b>binders</b> [1] - 80:21</p> <p><b>binding</b> [2] - 217:12, 217:16</p> <p><b>Bismarck</b> [10] - 1:18, 2:9, 8:24, 9:25, 13:15, 19:11, 19:22, 154:24, 383:2, 397:13</p> <p><b>bit</b> [34] - 6:9, 12:10, 24:7, 65:5, 65:16, 125:14, 150:18, 155:21, 160:12, 176:25, 200:22, 208:22, 214:18, 217:25, 228:18, 231:22, 233:14, 240:15, 241:2, 246:6, 246:14, 259:25, 263:3, 273:19,</p>	<p>289:11, 302:7, 303:20, 309:1, 311:24, 323:5, 341:16, 348:10, 357:15, 357:17</p> <p><b>blame</b> [1] - 320:24</p> <p><b>blank</b> [1] - 59:11</p> <p><b>blind</b> [1] - 395:2</p> <p><b>block</b> [2] - 130:14, 186:20</p> <p><b>Blow</b> [2] - 134:25, 136:7</p> <p><b>blowup</b> [1] - 156:17</p> <p><b>blue</b> [6] - 30:1, 30:8, 31:2, 62:6, 346:14, 346:18</p> <p><b>board</b> [1] - 258:14</p> <p><b>boggles</b> [1] - 228:25</p> <p><b>boggling</b> [1] - 236:22</p> <p><b>boil</b> [1] - 334:4</p> <p><b>BOIP</b> [1] - 178:6</p> <p><b>bold</b> [2] - 31:16, 378:24</p> <p><b>bolded</b> [1] - 384:18</p> <p><b>bolster</b> [1] - 367:19</p> <p><b>bona</b> [1] - 86:14</p> <p><b>boom</b> [3] - 29:8, 205:23, 219:19</p> <p><b>booming</b> [3] - 43:8, 104:9, 151:11</p> <p><b>borrow</b> [2] - 98:1, 98:10</p> <p><b>borrower</b> [1] - 98:9</p> <p><b>bottom</b> [8] - 62:3, 114:5, 144:7, 144:12, 149:1, 268:22, 364:3, 367:19</p> <p><b>bound</b> [17] - 24:17, 163:1, 180:8, 289:12, 289:14, 289:24, 290:2, 294:8, 294:10, 295:16, 335:6, 335:19, 339:12, 339:21, 366:1, 366:6, 366:10</p> <p><b>boundaries</b> [2] - 38:9, 42:5</p> <p><b>bounds</b> [1] - 291:3</p> <p><b>box</b> [2] - 122:9, 228:19</p> <p><b>Box</b> [2] - 2:9, 2:15</p> <p><b>boy</b> [2] - 338:9, 357:3</p> <p><b>brain</b> [1] - 10:4</p> <p><b>brand</b> [4] - 253:24, 254:5, 255:16, 259:7</p> <p><b>brand-new</b> [4] - 253:24, 254:5, 255:16, 259:7</p> <p><b>break</b> [8] - 72:22, 72:23, 72:24, 73:8, 285:9, 288:17, 289:3, 289:6</p> <p><b>breaking</b> [1] - 285:13</p> <p><b>breath</b> [1] - 392:4</p> <p><b>breed</b> [3] - 208:2, 209:5, 222:24</p> <p><b>brief</b> [8] - 20:22, 176:19, 289:13, 289:25, 298:7, 368:18, 387:18, 387:24</p> <p><b>briefed</b> [1] - 388:9</p> <p><b>briefing</b> [2] - 92:23, 388:5</p> <p><b>briefly</b> [4] - 28:7, 29:19, 30:19, 347:15</p>	<p><b>briefs</b> [9] - 8:4, 8:15, 18:16, 19:2, 201:3, 224:22, 229:23, 388:6</p> <p><b>bring</b> [10] - 12:12, 12:18, 36:17, 70:8, 73:5, 221:13, 223:7, 236:15, 236:16, 351:13</p> <p><b>bringing</b> [1] - 36:15</p> <p><b>brings</b> [1] - 133:10</p> <p><b>broadband</b> [6] - 214:17, 215:19, 215:22, 215:23, 216:3, 335:16</p> <p><b>broader</b> [1] - 65:8</p> <p><b>brothers</b> [1] - 172:12</p> <p><b>brought</b> [4] - 121:10, 201:7, 222:21, 322:7</p> <p><b>bubble</b> [1] - 174:10</p> <p><b>budget</b> [2] - 287:25, 288:2</p> <p><b>budgeting</b> [1] - 60:18</p> <p><b>build</b> [20] - 36:7, 40:6, 40:19, 46:5, 47:7, 48:5, 48:8, 53:24, 65:17, 65:19, 66:3, 98:2, 110:6, 110:15, 111:6, 115:5, 115:6, 115:10, 156:21, 237:13</p> <p><b>build-out</b> [2] - 65:17, 66:3</p> <p><b>build-outs</b> [1] - 48:5</p> <p><b>building</b> [8] - 46:19, 55:17, 111:5, 111:10, 153:9, 156:21, 212:20, 224:7</p> <p><b>built</b> [6] - 36:5, 42:14, 49:11, 58:12, 66:12, 313:8</p> <p><b>bump</b> [1] - 395:11</p> <p><b>bunch</b> [1] - 279:11</p> <p><b>bundled</b> [2] - 117:21, 173:6</p> <p><b>burden</b> [5] - 12:18, 13:3, 180:17, 180:18, 204:19</p> <p><b>burdens</b> [1] - 78:22</p> <p><b>buried</b> [1] - 61:5</p> <p><b>business</b> [72] - 42:24, 43:1, 54:3, 55:3, 61:20, 67:14, 67:19, 68:18, 110:4, 119:18, 137:19, 137:20, 142:8, 170:19, 171:9, 175:18, 189:18, 189:21, 209:10, 218:21, 226:9, 227:25, 228:3, 228:4, 230:11, 234:11, 235:12, 235:14, 237:15, 237:18, 238:6, 243:24, 243:25, 274:18, 275:4, 283:17, 283:23, 284:1, 284:3, 284:9, 284:13, 284:14, 284:15, 302:3, 312:2, 312:7, 312:9, 312:18, 324:5, 324:6, 325:10, 329:23, 333:20, 336:9, 339:7, 348:15, 349:8, 349:17, 350:3, 350:7, 350:21, 351:7, 351:11,</p>	<p>352:8, 355:19, 355:20, 361:17, 361:18, 394:2, 395:16</p> <p><b>businesses</b> [12] - 68:12, 175:17, 235:11, 238:8, 273:8, 333:15, 349:13, 350:14, 350:15, 392:8, 394:5, 394:10</p> <p><b>businessperson</b> [1] - 302:1</p> <p><b>buy</b> [5] - 34:15, 180:3, 216:6, 290:12, 312:18</p> <p><b>buying</b> [3] - 178:13, 178:15, 312:20</p> <p><b>BY</b> [19] - 27:11, 32:21, 64:8, 69:2, 75:14, 76:21, 80:10, 158:19, 164:8, 183:9, 189:16, 249:16, 316:5, 320:18, 324:3, 339:4, 374:15, 384:9, 386:17</p>
<b>C</b>			
			<p><b>cable</b> [49] - 28:19, 35:4, 35:5, 35:24, 55:20, 56:13, 56:14, 56:16, 56:17, 56:18, 56:23, 57:6, 69:6, 69:8, 69:11, 69:20, 75:18, 117:24, 118:9, 121:23, 212:15, 212:19, 212:21, 215:19, 215:24, 219:23, 219:24, 220:6, 220:10, 220:13, 220:15, 220:16, 221:11, 223:19, 224:5, 236:8, 303:23, 304:3, 304:4, 304:8, 304:13, 305:7, 329:14, 329:15, 336:12, 344:1, 344:2, 344:15</p> <p><b>cables</b> [6] - 69:17, 75:17, 118:6, 219:25, 220:2</p> <p><b>cabling</b> [1] - 162:1</p> <p><b>calculate</b> [5] - 303:3, 319:2, 354:5, 356:6, 377:13</p> <p><b>calculated</b> [7] - 140:11, 152:1, 344:20, 369:17, 370:24, 377:9, 387:3</p> <p><b>calculates</b> [3] - 149:4, 353:10, 353:11</p> <p><b>calculation</b> [20] - 140:15, 141:7, 144:11, 147:3, 303:6, 330:3, 353:15, 353:17, 357:2, 369:7, 369:15, 369:21, 370:1, 370:5, 370:7, 370:14, 378:5, 378:10, 378:14, 387:1</p> <p><b>calculations</b> [6] - 99:3, 99:8, 146:22, 194:18, 310:10, 378:12</p> <p><b>calculator</b> [5] - 303:5, 303:17, 356:25, 357:1,</p>

<p>378:5  <b>calendar</b> [3] - 22:20, 30:2, 140:23  <b>California</b> [1] - 324:8  <b>called-to</b> [1] - 337:5  <b>caller</b> [8] - 60:4, 60:8, 60:13, 122:23, 124:13, 124:22, 125:1, 238:18  <b>callers</b> [1] - 124:20  <b>camp</b> [1] - 236:9  <b>campus</b> [2] - 236:7, 237:21  <b>campus</b> [2] - 115:5, 137:22  <b>cannot</b> [7] - 13:13, 53:2, 221:1, 221:2, 281:5, 332:15, 381:9  <b>cap</b> [5] - 160:23, 363:22, 383:17, 383:24, 383:25  <b>capabilities</b> [1] - 221:20  <b>capability</b> [2] - 177:18, 390:22  <b>capacity</b> [6] - 31:23, 45:1, 57:15, 61:2, 307:13, 307:14  <b>capital</b> [1] - 306:13  <b>Capitol</b> [3] - 1:18, 8:24, 19:11  <b>capped</b> [4] - 128:5, 171:7, 171:8, 171:9  <b>captured</b> [1] - 379:17  <b>care</b> [7] - 44:21, 55:4, 131:14, 131:15, 131:17, 173:21, 393:14  <b>career</b> [1] - 339:14  <b>carpet</b> [1] - 40:18  <b>carrier</b> [46] - 7:8, 8:3, 17:20, 18:15, 52:15, 54:2, 67:18, 68:4, 115:7, 117:11, 117:23, 131:1, 134:15, 162:20, 162:24, 167:5, 169:15, 178:10, 179:23, 179:24, 180:16, 214:24, 229:4, 240:20, 291:14, 320:6, 331:9, 331:11, 336:22, 337:1, 337:2, 337:3, 337:6, 361:22, 370:3, 377:8, 380:6, 380:17, 380:24, 381:1, 381:8, 381:19, 383:2, 383:20, 384:22, 393:6  <b>Carrier</b> [3] - 31:21, 129:10, 359:8  <b>carrier's</b> [2] - 178:23, 379:16  <b>carriers</b> [58] - 113:5, 113:7, 113:8, 125:14, 127:1, 127:5, 127:11, 129:11, 129:13, 129:22, 131:14, 133:24, 160:11, 160:23, 160:24, 161:11, 165:22, 179:1, 180:7, 184:5, 187:13, 195:24, 227:6,</p>	<p>260:13, 260:14, 324:19, 329:8, 332:10, 332:12, 332:13, 332:23, 335:9, 336:12, 337:11, 337:13, 337:17, 340:14, 342:19, 342:20, 343:14, 344:3, 359:22, 363:20, 367:16, 367:25, 370:9, 370:17, 370:22, 371:8, 371:13, 371:15, 376:6, 380:7, 381:4, 383:11, 386:7, 391:8  <b>carries</b> [1] - 198:15  <b>Carrington</b> [2] - 74:16, 75:1  <b>carry</b> [1] - 329:18  <b>cars</b> [1] - 176:4  <b>carte</b> [1] - 60:7  <b>carved</b> [1] - 377:15  <b>carved-out</b> [1] - 377:15  <b>case</b> [58] - 7:24, 15:25, 16:4, 18:11, 30:24, 40:2, 40:3, 40:21, 40:24, 45:23, 45:25, 46:11, 46:12, 62:20, 63:15, 69:18, 69:19, 79:9, 79:20, 80:14, 80:19, 80:22, 82:10, 87:13, 93:6, 93:17, 100:23, 101:7, 103:25, 146:5, 146:11, 147:15, 147:18, 149:20, 155:4, 161:24, 167:10, 179:10, 180:11, 180:19, 190:9, 211:2, 216:16, 221:11, 221:24, 278:17, 283:19, 296:7, 304:3, 345:15, 359:18, 364:1, 364:8, 377:4, 393:25  <b>Case</b> [5] - 1:8, 6:17, 17:4, 158:5, 396:17  <b>cases</b> [8] - 86:8, 104:1, 104:2, 104:3, 124:3, 174:6, 369:1, 374:19  <b>catch</b> [2] - 61:3, 243:19  <b>catcher's</b> [1] - 243:19  <b>catches</b> [2] - 30:23, 382:12  <b>category</b> [1] - 350:24  <b>caught</b> [1] - 252:24  <b>caused</b> [6] - 22:16, 27:25, 52:7, 77:8, 130:16, 308:22  <b>causes</b> [2] - 61:18, 69:4  <b>causing</b> [4] - 22:15, 75:17, 130:11, 195:22  <b>CDC</b> [1] - 236:23  <b>ceilings</b> [2] - 375:20, 385:23  <b>cell</b> [9] - 14:6, 172:13, 172:25, 175:5, 176:4, 236:16, 343:6, 383:8, 383:10  <b>Cellular</b> [7] - 236:17, 250:11, 267:25, 321:1, 322:15, 345:17, 391:8</p>	<p><b>cellular</b> [1] - 236:19  <b>cent</b> [18] - 107:15, 124:10, 125:4, 126:2, 131:8, 164:23, 165:1, 167:23, 167:24, 170:23, 179:3, 179:11, 183:17, 382:13, 382:14, 389:23, 390:2  <b>center</b> [3] - 111:6, 111:7, 366:1  <b>Centers</b> [1] - 173:19  <b>centers</b> [1] - 316:21  <b>central</b> [33] - 23:12, 89:2, 89:6, 105:16, 105:21, 111:25, 117:8, 118:3, 118:5, 118:19, 133:4, 146:17, 207:19, 207:22, 209:24, 210:4, 210:12, 212:9, 212:16, 218:3, 223:5, 242:19, 245:12, 291:25, 292:24, 313:21, 329:13, 329:16, 343:13, 343:18, 343:22, 344:6, 344:21  <b>cents</b> [20] - 78:13, 110:1, 131:18, 142:7, 146:22, 164:20, 170:17, 183:1, 184:1, 267:21, 335:21, 341:25, 361:19, 363:7, 379:24, 382:9, 386:24, 389:21, 394:24  <b>Century</b> [1] - 73:22  <b>CenturyLink</b> [2] - 103:17, 383:3  <b>CenturyTel</b> [1] - 186:9  <b>certain</b> [11] - 42:9, 42:14, 66:12, 99:7, 104:25, 165:8, 175:17, 185:5, 370:14, 370:18, 370:22  <b>certainly</b> [52] - 11:20, 11:22, 25:12, 40:15, 66:9, 69:8, 70:5, 78:22, 78:24, 79:20, 81:7, 87:5, 91:16, 92:15, 93:15, 104:24, 110:1, 129:1, 135:18, 144:23, 157:18, 175:25, 183:25, 193:17, 208:20, 224:10, 227:13, 239:4, 257:22, 261:19, 286:6, 288:14, 293:3, 320:6, 333:3, 334:21, 336:24, 337:10, 339:23, 345:24, 350:20, 356:1, 360:24, 366:5, 367:20, 369:3, 371:18, 377:23, 378:21, 380:9, 388:21, 390:2  <b>certainty</b> [1] - 332:19  <b>certificate</b> [1] - 381:7  <b>CERTIFICATE</b> [1] - 397:1  <b>CERTIFY</b> [2] - 397:5, 397:9  <b>cetera</b> [2] - 85:25, 144:14</p>	<p><b>CFO</b> [4] - 194:12, 307:17, 308:14, 321:5  <b>Chad</b> [10] - 4:8, 4:17, 4:18, 4:24, 7:19, 18:6, 20:12, 323:2, 323:9, 324:6  <b>CHAD</b> [2] - 3:21, 323:23  <b>chain</b> [1] - 369:18  <b>chairman</b> [1] - 229:2  <b>challenging</b> [1] - 222:11  <b>chance</b> [9] - 9:21, 23:21, 79:15, 147:4, 150:16, 196:5, 201:24, 228:13, 347:13  <b>change</b> [27] - 10:8, 23:10, 23:12, 77:19, 122:16, 123:6, 133:13, 133:15, 134:17, 160:25, 167:13, 168:5, 180:1, 180:9, 184:24, 187:2, 191:3, 195:17, 196:4, 219:6, 240:1, 256:14, 318:18, 357:18, 360:3, 386:23  <b>changed</b> [10] - 134:18, 185:16, 193:23, 194:5, 194:17, 195:15, 195:18, 195:20, 377:6, 386:20  <b>changeovers</b> [1] - 366:21  <b>changes</b> [34] - 28:2, 160:6, 184:19, 185:11, 186:5, 186:23, 191:11, 191:16, 192:6, 193:1, 193:11, 196:17, 196:24, 197:9, 197:25, 232:20, 252:3, 252:4, 259:3, 259:6, 325:19, 325:21, 325:22, 327:18, 349:12, 351:8, 358:7, 360:4, 368:19, 368:22, 368:23, 368:24, 372:13, 372:14  <b>changing</b> [5] - 25:15, 133:5, 168:23, 366:17, 371:25  <b>Channel</b> [1] - 34:12  <b>channel</b> [1] - 344:11  <b>channels</b> [2] - 34:15, 57:1  <b>characterization</b> [4] - 182:6, 306:7, 314:22, 358:24  <b>charge</b> [47] - 60:6, 60:10, 108:25, 127:14, 127:16, 128:22, 129:22, 142:3, 142:6, 142:8, 169:19, 170:17, 171:3, 249:23, 250:1, 250:4, 251:1, 251:3, 256:23, 256:25, 257:14, 258:8, 259:5, 259:7, 305:20, 312:23, 318:8, 320:20, 320:25, 321:20, 344:13, 361:11, 361:12, 361:13, 361:15, 362:13, 364:21, 382:20, 382:21, 383:2, 383:12, 389:16,</p>
---	---	--	---

<p>389:21, 391:5, 391:6, 391:9</p> <p><b>charged</b> [5] - 129:18, 335:20, 344:3, 361:22, 364:13</p> <p><b>Charges</b> [2] - 4:12, 258:2</p> <p><b>charges</b> [16] - 97:8, 128:13, 130:8, 131:3, 138:11, 138:25, 155:9, 169:24, 246:12, 248:25, 250:10, 302:12, 317:13, 340:2, 362:9, 389:18</p> <p><b>charging</b> [5] - 102:8, 140:19, 272:5, 337:16, 389:20</p> <p><b>chart</b> [39] - 29:21, 29:22, 30:15, 30:18, 30:19, 30:20, 31:6, 39:11, 61:17, 63:11, 70:6, 71:18, 109:5, 124:7, 124:18, 142:16, 143:4, 144:7, 144:12, 234:13, 234:19, 239:20, 280:18, 308:20, 312:6, 312:11, 312:14, 313:23, 314:1, 314:2, 315:3, 347:6, 347:8, 347:18, 348:11, 352:14, 353:9, 353:10, 357:14</p> <p><b>charts</b> [9] - 29:17, 43:2, 43:13, 70:9, 128:3, 128:6, 142:6, 169:20, 392:7</p> <p><b>check</b> [7] - 70:11, 152:4, 159:1, 182:17, 184:9, 263:9, 354:22</p> <p><b>checked</b> [4] - 290:23, 291:5, 291:6, 339:10</p> <p><b>cherry</b> [2] - 393:1, 396:8</p> <p><b>cherry-pick</b> [1] - 396:8</p> <p><b>cherry-picking</b> [1] - 393:1</p> <p><b>chief</b> [4] - 20:10, 246:23, 288:4, 288:7</p> <p><b>choice</b> [7] - 29:12, 48:23, 48:25, 49:3, 79:15, 101:1, 101:2</p> <p><b>choices</b> [3] - 79:16, 79:18, 271:1</p> <p><b>choose</b> [1] - 201:18</p> <p><b>choosing</b> [1] - 84:16</p> <p><b>chosen</b> [3] - 146:18, 172:12, 342:16</p> <p><b>circuits</b> [5] - 31:17, 31:18, 132:21, 171:21, 215:14</p> <p><b>circumstance</b> [1] - 52:11</p> <p><b>circumstances</b> [1] - 304:16</p> <p><b>cite</b> [4] - 84:2, 178:18, 230:8, 282:17</p> <p><b>cited</b> [1] - 174:5</p> <p><b>cites</b> [1] - 47:18</p> <p><b>cities</b> [1] - 45:15</p> <p><b>citing</b> [1] - 174:2</p> <p><b>Citizens</b> [1] - 331:18</p> <p><b>city</b> [23] - 35:21, 35:22, 36:1, 37:6, 37:13, 37:17, 38:1,</p>	<p>40:7, 40:17, 41:18, 42:5, 42:7, 46:20, 46:22, 46:25, 47:9, 61:6, 63:4, 63:5, 114:10, 216:11, 219:20, 291:3</p> <p><b>City</b> [8] - 28:12, 29:8, 31:22, 31:23, 36:3, 59:23, 60:25, 219:24</p> <p><b>city's</b> [1] - 237:12</p> <p><b>claiming</b> [2] - 8:3, 18:15</p> <p><b>clarification</b> [3] - 70:22, 329:2, 372:6</p> <p><b>clarified</b> [2] - 90:24, 95:4</p> <p><b>clarify</b> [5] - 326:19, 332:21, 361:3, 363:17, 364:5</p> <p><b>class</b> [2] - 334:8, 334:9</p> <p><b>Class</b> [8] - 26:23, 76:10, 189:5, 323:16</p> <p><b>clean</b> [2] - 261:2, 266:6</p> <p><b>cleaner</b> [2] - 64:14, 64:17</p> <p><b>clear</b> [20] - 22:7, 41:6, 41:17, 58:18, 94:8, 116:14, 227:17, 289:19, 291:1, 293:11, 296:19, 314:23, 315:2, 317:2, 327:1, 327:6, 359:11, 381:22, 391:14</p> <p><b>clearly</b> [8] - 84:20, 116:11, 167:13, 175:10, 226:20, 233:14, 237:16, 269:2</p> <p><b>CLEC</b> [1] - 86:10</p> <p><b>CLECs</b> [1] - 57:19</p> <p><b>client</b> [6] - 11:25, 89:14, 95:3, 95:10, 296:24</p> <p><b>client's</b> [1] - 10:8</p> <p><b>clients</b> [5] - 9:22, 13:13, 14:6, 14:8, 87:2</p> <p><b>climate</b> [1] - 110:4</p> <p><b>clock</b> [1] - 285:7</p> <p><b>close</b> [7] - 154:12, 157:21, 178:15, 229:9, 317:18, 356:15, 396:16</p> <p><b>closed</b> [1] - 77:15</p> <p><b>closer</b> [1] - 177:13</p> <p><b>closest</b> [1] - 221:17</p> <p><b>Closing</b> [2] - 3:5, 3:6</p> <p><b>closing</b> [3] - 201:3, 387:18, 391:25</p> <p><b>closings</b> [2] - 388:4, 388:13</p> <p><b>cloud</b> [1] - 216:19</p> <p><b>CMRS</b> [6] - 108:22, 112:21, 165:21, 167:7, 168:1, 184:5</p> <p><b>CNAM</b> [2] - 243:1, 255:12</p> <p><b>CO</b> [2] - 292:9, 292:18</p> <p><b>coax</b> [1] - 35:5</p> <p><b>coincide</b> [1] - 72:6</p> <p><b>collapsed</b> [1] - 24:24</p> <p><b>collar</b> [2] - 151:21, 169:12</p> <p><b>colleagues</b> [3] - 333:25, 349:1, 349:2</p>	<p><b>collect</b> [2] - 97:4, 140:13</p> <p><b>collected</b> [1] - 197:22</p> <p><b>collection</b> [1] - 119:22</p> <p><b>collective</b> [1] - 223:3</p> <p><b>college</b> [5] - 115:5, 137:21, 175:17, 175:22, 175:24</p> <p><b>college-age</b> [1] - 175:17</p> <p><b>collocation</b> [2] - 85:25, 87:7</p> <p><b>colored</b> [2] - 37:9, 156:3</p> <p><b>column</b> [1] - 354:11</p> <p><b>combination</b> [2] - 139:16, 279:5</p> <p><b>combined</b> [5] - 149:25, 220:4, 247:7, 247:9, 249:3</p> <p><b>Comcast</b> [10] - 33:8, 33:16, 33:18, 33:19, 33:23, 34:3, 34:5, 34:7, 34:11, 34:16</p> <p><b>comfortable</b> [1] - 239:15</p> <p><b>coming</b> [9] - 26:5, 32:1, 80:19, 99:14, 169:3, 171:4, 228:3, 228:13, 335:13</p> <p><b>commence</b> [3] - 8:8, 18:20, 157:7</p> <p><b>commencing</b> [1] - 6:2</p> <p><b>comment</b> [5] - 226:3, 257:21, 308:21, 309:13, 395:21</p> <p><b>comments</b> [3] - 14:12, 226:6, 230:5</p> <p><b>commerce</b> [1] - 392:9</p> <p><b>commercial</b> [5] - 63:10, 97:25, 98:8, 98:17, 295:22</p> <p><b>COMMISSION</b> [1] - 1:3</p> <p><b>Commission</b> [64] - 6:14, 6:17, 8:1, 8:13, 8:20, 8:23, 17:2, 17:4, 18:13, 18:25, 19:7, 19:10, 45:25, 46:3, 53:1, 67:15, 68:8, 78:23, 83:9, 90:6, 95:18, 96:1, 101:7, 106:17, 107:12, 107:17, 148:2, 148:13, 148:16, 158:5, 159:8, 159:12, 168:3, 183:15, 185:11, 186:13, 187:9, 200:3, 203:5, 210:14, 210:20, 229:13, 232:15, 261:11, 286:1, 297:2, 374:24, 375:3, 376:9, 376:14, 380:16, 380:23, 380:25, 381:6, 381:17, 386:11, 393:9, 393:12, 394:18, 394:21, 395:1, 395:22, 396:17</p> <p><b>commission</b> [9] - 159:18, 159:24, 294:3, 342:10, 375:16, 376:4, 376:5, 386:6</p> <p><b>Commission's</b> [7] - 8:5, 18:17, 89:24, 90:14, 297:6, 297:8, 297:18</p> <p><b>Commissioner</b> [1] - 45:24</p>	<p><b>commissions</b> [2] - 229:3, 345:8</p> <p><b>commit</b> [2] - 210:16, 210:22</p> <p><b>commitment</b> [1] - 135:10</p> <p><b>committed</b> [1] - 239:16</p> <p><b>common</b> [5] - 78:21, 129:17, 185:22, 372:17, 372:21</p> <p><b>commonsense</b> [1] - 394:12</p> <p><b>communication</b> [2] - 134:22, 371:24</p> <p><b>communications</b> [1] - 56:15</p> <p><b>COMMUNICATIONS</b> [2] - 2:11, 2:18</p> <p><b>Communications</b> [32] - 1:6, 1:10, 6:20, 6:22, 6:24, 7:24, 7:25, 9:10, 17:7, 17:9, 17:11, 18:11, 18:12, 21:16, 27:16, 28:10, 33:15, 33:23, 158:7, 158:8, 189:20, 190:5, 223:4, 290:8, 324:19, 325:11, 325:12, 329:9, 336:6, 345:16, 368:5, 381:5</p> <p><b>communications</b> [13] - 31:15, 43:5, 43:16, 43:21, 44:6, 47:1, 47:2, 50:3, 60:22, 69:12, 73:16, 111:5, 317:17</p> <p><b>community</b> [15] - 35:17, 45:19, 45:20, 45:22, 48:8, 69:12, 73:19, 74:2, 105:24, 111:7, 176:7, 221:4, 392:6, 392:17, 396:10</p> <p><b>comp</b> [17] - 22:24, 102:7, 103:7, 112:13, 112:21, 130:5, 140:7, 142:2, 146:21, 151:14, 232:16, 248:8, 353:3, 353:4, 361:5, 361:7, 368:21</p> <p><b>companies</b> [64] - 33:7, 33:12, 49:8, 49:10, 51:6, 51:19, 54:20, 57:18, 57:19, 58:6, 68:1, 73:21, 73:23, 74:14, 74:18, 82:1, 88:18, 90:24, 101:4, 102:13, 102:18, 103:6, 103:9, 103:20, 103:23, 104:14, 104:20, 104:24, 104:25, 108:22, 109:1, 114:21, 121:23, 129:18, 133:22, 135:23, 152:16, 156:10, 160:17, 161:16, 165:14, 220:4, 222:1, 222:19, 227:18, 233:7, 233:20, 233:23, 257:10, 257:11, 257:19, 275:10, 283:11, 316:17, 319:23, 333:3, 334:22, 351:9, 367:20, 377:10, 377:11, 377:21, 392:3, 393:1</p>
--	--	--	---

<p><b>companies'</b> [2] - 105:10, 345:14</p> <p><b>company</b> [52] - 41:19, 45:3, 50:8, 50:11, 52:5, 52:14, 55:2, 67:21, 68:11, 68:15, 68:18, 74:9, 74:23, 74:24, 79:4, 98:1, 98:24, 102:14, 102:19, 103:10, 103:14, 124:12, 129:12, 133:21, 171:2, 171:12, 194:13, 209:11, 213:6, 220:19, 240:18, 240:19, 241:23, 243:8, 244:8, 278:24, 300:21, 300:22, 330:11, 331:14, 331:19, 331:20, 331:24, 333:2, 363:24, 364:10, 367:22, 371:2, 387:1, 395:3, 396:7</p> <p><b>Company</b> [1] - 332:11</p> <p><b>company's</b> [4] - 227:11, 329:25, 330:2, 330:9</p> <p><b>company-specific</b> [1] - 387:1</p> <p><b>comparable</b> [2] - 102:6, 167:11</p> <p><b>compare</b> [8] - 43:18, 142:2, 152:6, 247:21, 300:25, 317:17, 330:5, 330:6</p> <p><b>compared</b> [11] - 43:13, 43:15, 43:20, 44:6, 69:23, 142:23, 228:19, 253:8, 274:19, 278:23, 282:13</p> <p><b>compares</b> [1] - 329:25</p> <p><b>comparing</b> [3] - 300:24, 350:20, 392:3</p> <p><b>comparison</b> [1] - 152:9</p> <p><b>compel</b> [1] - 48:9</p> <p><b>compelled</b> [4] - 48:4, 48:8, 95:23, 96:3</p> <p><b>compelling</b> [1] - 167:14</p> <p><b>compels</b> [1] - 47:7</p> <p><b>compensate</b> [1] - 247:18</p> <p><b>compensated</b> [1] - 169:15</p> <p><b>compensation</b> [102] - 4:10, 4:15, 6:25, 17:12, 21:1, 21:3, 21:5, 21:6, 78:12, 84:24, 89:21, 94:24, 100:21, 106:3, 106:18, 112:11, 113:9, 124:2, 124:4, 124:8, 125:15, 125:25, 126:23, 127:21, 138:9, 139:24, 140:10, 159:25, 160:7, 160:11, 160:20, 162:6, 162:12, 162:15, 163:8, 163:20, 166:15, 167:10, 169:1, 169:23, 170:2, 171:5, 178:4, 178:11, 181:11, 182:25, 183:12, 185:8, 185:18, 216:15, 217:2,</p>	<p>231:2, 232:4, 247:12, 250:13, 265:3, 267:19, 268:16, 269:6, 269:9, 269:25, 271:7, 271:20, 285:23, 300:3, 302:8, 313:7, 334:16, 335:2, 340:1, 340:17, 341:6, 344:24, 345:3, 352:15, 352:22, 353:2, 355:10, 357:16, 357:17, 358:8, 358:11, 359:16, 360:20, 361:1, 361:2, 362:21, 363:8, 364:20, 367:18, 374:19, 376:7, 381:16, 382:1, 382:9, 382:14, 385:16, 386:7, 389:15, 389:17, 392:15</p> <p><b>compete</b> [19] - 51:8, 51:16, 51:19, 52:16, 55:5, 55:15, 57:25, 68:5, 73:19, 73:20, 73:23, 74:3, 74:4, 74:5, 74:6, 74:9, 74:14, 74:19, 178:11</p> <p><b>competent</b> [1] - 118:15</p> <p><b>competes</b> [1] - 73:17</p> <p><b>competing</b> [4] - 52:7, 74:11, 112:13, 152:16</p> <p><b>competition</b> [36] - 46:15, 48:14, 48:18, 48:21, 49:6, 49:7, 49:9, 49:15, 49:18, 49:23, 50:1, 50:7, 51:5, 54:22, 67:24, 68:3, 74:5, 99:19, 100:23, 100:24, 113:25, 114:13, 114:17, 114:20, 115:13, 115:15, 131:23, 164:13, 170:6, 178:7, 226:21, 337:15, 339:11, 391:19, 392:18, 393:23</p> <p><b>competitive</b> [14] - 55:16, 57:20, 57:24, 78:25, 79:15, 82:4, 101:4, 172:6, 179:6, 180:13, 319:21, 367:23, 367:25, 381:14</p> <p><b>competitor</b> [3] - 60:12, 60:14, 73:17</p> <p><b>competitors</b> [3] - 55:6, 151:17, 227:19</p> <p><b>complaint</b> [2] - 38:1, 61:25</p> <p><b>complaints</b> [4] - 71:1, 71:3, 71:13, 71:23</p> <p><b>complement</b> [1] - 171:18</p> <p><b>complete</b> [8] - 198:21, 204:7, 208:6, 319:11, 360:23, 385:20, 388:21, 390:19</p> <p><b>completed</b> [8] - 225:19, 240:6, 242:23, 273:15, 310:15, 322:18, 374:5, 374:6</p> <p><b>completely</b> [9] - 56:13,</p>	<p>79:10, 149:7, 175:20, 177:3, 192:17, 332:3, 336:14, 388:22</p> <p><b>completing</b> [1] - 161:20</p> <p><b>completion</b> [1] - 130:12</p> <p><b>complex</b> [2] - 195:6, 369:16</p> <p><b>complicated</b> [2] - 241:18, 379:18</p> <p><b>complies</b> [1] - 159:20</p> <p><b>comply</b> [2] - 159:21, 211:12</p> <p><b>component</b> [27] - 101:9, 175:13, 181:14, 194:21, 219:16, 219:17, 248:2, 293:3, 329:6, 341:25, 342:25, 343:1, 343:3, 343:5, 343:11, 343:12, 343:25, 344:10, 344:18, 359:3, 359:12, 359:15, 360:22, 361:10, 362:1, 383:21</p> <p><b>components</b> [7] - 57:3, 67:9, 343:20, 358:23, 359:1, 360:18</p> <p><b>composite</b> [4] - 103:7, 246:9, 246:11, 251:8</p> <p><b>compounded</b> [1] - 218:22</p> <p><b>computer</b> [5] - 132:13, 135:14, 136:6, 215:1, 215:6</p> <p><b>computerized</b> [2] - 137:2, 137:4</p> <p><b>computing</b> [1] - 177:17</p> <p><b>concede</b> [3] - 100:10, 171:11, 172:1</p> <p><b>conceivable</b> [1] - 110:14</p> <p><b>concept</b> [3] - 49:1, 49:2, 57:17</p> <p><b>concepts</b> [1] - 58:3</p> <p><b>conceptually</b> [1] - 213:2</p> <p><b>concern</b> [12] - 67:1, 163:2, 186:14, 202:15, 214:7, 218:13, 224:15, 224:25, 227:11, 227:12, 228:11, 279:10</p> <p><b>concerned</b> [7] - 48:20, 113:4, 201:16, 201:22, 214:9, 227:10, 229:12</p> <p><b>concerning</b> [11] - 20:25, 21:5, 40:23, 66:2, 67:13, 70:6, 184:19, 186:23, 199:7, 393:18, 393:24</p> <p><b>concerns</b> [5] - 93:15, 127:11, 130:2, 162:7, 389:6</p> <p><b>concert</b> [1] - 109:17</p> <p><b>concessions</b> [3] - 97:20, 146:19, 149:22</p> <p><b>concise</b> [1] - 338:24</p> <p><b>conclude</b> [2] - 387:12, 394:5</p> <p><b>concluded</b> [1] - 396:23</p> <p><b>conclusion</b> [4] - 83:8, 84:19,</p>	<p>296:6</p> <p><b>concur</b> [1] - 214:3</p> <p><b>condition</b> [1] - 211:25</p> <p><b>conditions</b> [7] - 159:20, 184:22, 185:3, 186:7, 186:11, 187:1, 262:12</p> <p><b>conduct</b> [2] - 297:20, 376:15</p> <p><b>conductivity</b> [1] - 31:14</p> <p><b>conference</b> [4] - 10:19, 202:4, 294:1, 358:3</p> <p><b>confine</b> [2] - 101:24, 164:18</p> <p><b>confirm</b> [9] - 77:7, 77:18, 278:8, 306:3, 333:14, 333:23, 334:11, 334:13, 358:14</p> <p><b>conflicts</b> [3] - 217:24, 218:14, 230:8</p> <p><b>conforms</b> [1] - 195:25</p> <p><b>confused</b> [4] - 144:9, 190:14, 215:17, 263:3</p> <p><b>confusion</b> [3] - 214:9, 291:18, 294:10</p> <p><b>Congress</b> [9] - 55:13, 79:11, 79:17, 226:22, 229:2, 297:17, 382:18, 384:2, 392:25</p> <p><b>Connect</b> [17] - 127:15, 127:18, 128:10, 140:21, 144:18, 170:20, 313:2, 313:4, 313:6, 313:9, 362:3, 362:5, 362:17, 362:24, 363:14, 364:22, 382:17</p> <p><b>connect</b> [8] - 118:5, 118:6, 162:1, 224:19, 253:19, 254:21, 276:1, 320:5</p> <p><b>connected</b> [7] - 23:20, 119:8, 255:5, 255:7, 255:10, 274:18, 274:20</p> <p><b>connecting</b> [2] - 121:19, 344:5</p> <p><b>connection</b> [7] - 4:13, 87:14, 139:11, 215:4, 329:12, 343:13, 343:22</p> <p><b>connections</b> [1] - 236:8</p> <p><b>connects</b> [3] - 87:20, 122:7, 344:2</p> <p><b>consequence</b> [7] - 67:24, 101:10, 302:12, 315:5, 339:24, 346:12, 390:9</p> <p><b>consider</b> [8] - 46:19, 95:21, 179:15, 179:19, 204:20, 361:1, 367:21, 388:25</p> <p><b>considerable</b> [2] - 57:13, 233:17</p> <p><b>considerably</b> [1] - 357:10</p> <p><b>consideration</b> [1] - 285:24</p> <p><b>considerations</b> [1] - 94:15</p> <p><b>considered</b> [2] - 168:15, 301:6</p> <p><b>considering</b> [1] - 377:19</p>
--	---	---	--

<p><b>consist</b> [1] - 359:18  <b>consistent</b> [13] - 21:10, 63:24, 78:17, 78:20, 82:11, 83:13, 192:4, 194:6, 195:2, 226:11, 297:17, 347:18, 389:11  <b>consistently</b> [1] - 23:2  <b>consolidated</b> [1] - 219:11  <b>constant</b> [3] - 245:19, 369:22, 378:1  <b>constraints</b> [1] - 302:9  <b>construct</b> [1] - 287:21  <b>constructed</b> [1] - 348:10  <b>construction</b> [10] - 32:2, 219:20, 221:20, 223:15, 223:18, 224:7, 224:8, 285:25, 286:6, 287:23  <b>consult</b> [1] - 256:17  <b>consultant</b> [1] - 86:21  <b>consulting</b> [7] - 205:16, 324:18, 324:21, 324:23, 366:20, 369:10, 379:11  <b>Consulting</b> [3] - 9:14, 20:2, 77:1  <b>consumer</b> [2] - 203:25, 226:15  <b>consumer's</b> [1] - 112:7  <b>consumers</b> [27] - 21:22, 78:7, 78:10, 78:15, 79:13, 79:14, 81:11, 82:5, 101:1, 101:4, 107:6, 113:5, 114:14, 145:6, 173:22, 178:1, 178:13, 180:5, 200:11, 200:13, 200:16, 200:18, 203:4, 221:8, 391:20, 395:22, 395:23  <b>consumers'</b> [1] - 226:25  <b>contact</b> [2] - 40:15, 40:16  <b>contacted</b> [1] - 67:7  <b>contacting</b> [1] - 66:7  <b>contain</b> [3] - 345:21, 346:20, 397:10  <b>containing</b> [1] - 266:11  <b>contains</b> [1] - 266:12  <b>content</b> [3] - 34:12, 267:3, 267:4  <b>contents</b> [2] - 261:24, 262:1  <b>context</b> [13] - 8:2, 18:14, 87:17, 93:10, 136:13, 169:6, 180:7, 222:14, 272:13, 297:9, 297:11, 365:12, 389:8  <b>contexts</b> [2] - 159:13, 160:3  <b>continual</b> [2] - 245:20  <b>continually</b> [1] - 318:20  <b>continue</b> [19] - 8:9, 11:5, 18:21, 28:25, 81:24, 82:3, 107:18, 110:22, 119:25, 128:2, 141:21, 157:21, 161:4, 177:22, 288:11,</p>	<p>289:7, 297:15, 305:10, 307:7  <b>Continued</b> [2] - 4:1, 5:1  <b>continues</b> [2] - 127:24, 226:9  <b>CONTINUING</b> [81] - 33:19, 34:11, 35:2, 36:22, 40:1, 41:16, 46:18, 48:11, 49:25, 51:3, 55:11, 56:11, 59:17, 71:8, 73:14, 84:8, 88:14, 96:15, 98:23, 102:5, 109:18, 114:7, 130:1, 145:10, 146:6, 148:11, 150:9, 150:17, 154:15, 156:24, 164:19, 166:25, 170:10, 181:7, 191:15, 193:10, 197:8, 199:16, 203:2, 207:15, 209:1, 210:13, 214:4, 217:7, 223:12, 230:6, 232:2, 238:2, 245:3, 254:18, 258:7, 261:22, 267:18, 269:17, 270:1, 270:21, 273:5, 274:9, 278:6, 280:13, 281:19, 285:6, 285:15, 287:4, 289:10, 299:25, 309:6, 317:11, 328:25, 331:3, 333:11, 343:10, 346:6, 346:13, 348:9, 354:4, 357:9, 367:2, 367:14, 368:13, 385:18  <b>continuing</b> [1] - 65:19  <b>contract</b> [7] - 186:3, 186:4, 186:6, 187:9, 188:2, 266:13, 295:2  <b>contractor</b> [2] - 221:13, 221:18  <b>contractors</b> [7] - 69:6, 218:9, 218:10, 218:19, 221:18, 222:16, 222:19  <b>contracts</b> [1] - 217:19  <b>contribute</b> [1] - 383:5  <b>contribution</b> [1] - 383:22  <b>control</b> [4] - 64:15, 64:20, 145:1, 220:25  <b>Control</b> [1] - 173:20  <b>convenience</b> [2] - 226:12, 381:7  <b>convenient</b> [1] - 84:15  <b>conversion</b> [10] - 132:23, 135:11, 139:6, 144:23, 203:10, 203:13, 204:2, 204:3, 204:7, 314:9  <b>conversions</b> [3] - 116:10, 136:14, 240:11  <b>convert</b> [4] - 132:24, 211:15, 240:1, 240:2  <b>cooperation</b> [3] - 222:7, 225:24, 285:8  <b>Cooperative</b> [2] - 4:8, 358:2  <b>cooperative</b> [2] - 222:5,</p>	<p>281:15  <b>cooperatives</b> [1] - 222:7  <b>coordinate</b> [1] - 241:19  <b>coordinated</b> [6] - 137:17, 137:24, 138:4, 204:3, 204:22, 241:21  <b>copied</b> [2] - 261:12, 265:19  <b>copies</b> [3] - 265:14, 271:19, 288:22  <b>copper</b> [7] - 61:5, 212:15, 219:25, 220:12, 292:4, 329:14, 344:2  <b>copy</b> [10] - 27:23, 189:22, 267:10, 299:1, 299:17, 328:5, 328:7, 328:16, 346:7, 357:20  <b>cord</b> [1] - 173:23  <b>core</b> [1] - 209:18  <b>corporate</b> [6] - 329:22, 369:6, 369:8, 369:13, 370:3, 370:6  <b>correct</b> [167] - 24:20, 30:16, 32:24, 32:25, 33:2, 35:24, 38:17, 38:21, 43:6, 61:22, 63:1, 63:16, 64:2, 71:14, 73:24, 74:21, 75:9, 85:16, 86:15, 97:14, 103:11, 107:22, 109:22, 110:17, 110:25, 112:14, 113:1, 113:3, 113:15, 117:11, 120:18, 126:9, 134:19, 137:2, 139:4, 148:14, 154:21, 161:5, 161:6, 165:3, 165:24, 169:21, 177:12, 181:18, 182:21, 191:8, 192:13, 197:23, 198:7, 198:9, 198:10, 209:17, 209:24, 210:10, 218:12, 223:15, 223:16, 238:25, 250:2, 250:3, 252:5, 253:3, 255:9, 257:2, 260:2, 262:14, 262:24, 267:23, 268:1, 268:2, 268:5, 268:6, 268:12, 268:13, 270:23, 271:5, 273:22, 275:11, 275:12, 275:19, 275:20, 275:24, 283:22, 286:3, 289:23, 291:21, 291:22, 293:15, 300:7, 300:8, 302:23, 302:25, 303:15, 304:2, 304:6, 305:16, 306:1, 306:8, 308:3, 309:4, 309:7, 310:14, 310:21, 310:22, 312:21, 318:22, 318:25, 319:1, 321:22, 322:16, 326:4, 327:9, 327:16, 327:20, 328:19, 335:24, 336:2, 340:23, 342:2, 343:2, 344:9, 347:4,</p>	<p>347:10, 348:18, 348:19, 349:14, 353:13, 353:14, 353:18, 354:9, 354:10, 354:12, 354:18, 355:8, 355:12, 358:19, 358:20, 359:13, 359:14, 359:17, 359:20, 360:6, 361:12, 361:23, 361:25, 362:7, 362:11, 362:15, 362:18, 362:22, 362:23, 363:11, 364:23, 365:20, 365:21, 367:15, 369:2, 372:24, 372:25, 375:1, 378:10, 378:13, 384:3, 386:13, 386:19, 386:21, 386:25  <b>corrected</b> [1] - 270:18  <b>correction</b> [4] - 77:12, 77:15, 327:7, 327:13  <b>corrections</b> [5] - 28:2, 77:10, 197:14, 325:15, 327:22  <b>corrective</b> [1] - 44:5  <b>correctly</b> [6] - 77:18, 164:10, 211:6, 237:2, 355:17, 382:21  <b>correlation</b> [1] - 223:18  <b>correspondence</b> [11] - 67:4, 82:20, 82:22, 82:23, 83:1, 83:2, 86:9, 295:14, 299:10, 373:23, 373:24  <b>cost</b> [117] - 50:13, 50:17, 65:6, 65:10, 84:25, 89:21, 91:4, 91:11, 92:9, 93:14, 93:15, 95:13, 103:19, 103:21, 103:24, 104:1, 104:2, 104:3, 104:5, 104:15, 108:4, 108:7, 110:2, 110:8, 110:13, 111:10, 112:8, 119:21, 119:24, 126:17, 129:5, 129:11, 129:15, 129:16, 129:21, 130:15, 139:11, 159:25, 164:1, 164:3, 179:3, 204:16, 204:18, 233:24, 239:2, 245:6, 251:11, 251:13, 257:17, 271:3, 272:17, 306:2, 306:4, 306:19, 306:20, 307:1, 319:8, 329:4, 329:5, 329:9, 329:10, 329:24, 330:1, 330:3, 330:5, 330:7, 330:9, 330:10, 330:11, 330:12, 330:18, 330:19, 331:1, 331:5, 331:12, 331:21, 331:24, 332:2, 332:13, 332:24, 341:7, 341:10, 341:11, 341:12, 342:18, 344:16, 345:11, 368:16, 368:19, 368:25, 369:7, 369:14, 370:4, 370:10, 370:15, 370:25,</p>
--	--	--	---

<p>371:3, 371:6, 371:7, 371:11, 372:14, 372:18, 373:1, 373:4, 373:6, 375:18, 376:11, 376:16, 376:19, 379:4, 379:10, 380:6, 391:12, 394:13, 395:18</p> <p><b>cost-based</b> [2] - 84:25, 164:1</p> <p><b>cost-per-loop</b> [1] - 369:14</p> <p><b>costs</b> [72] - 12:6, 87:5, 97:16, 97:24, 100:18, 107:25, 108:21, 109:19, 109:20, 109:25, 110:11, 110:21, 110:25, 111:8, 111:13, 111:18, 111:19, 111:21, 111:23, 112:10, 118:11, 119:24, 121:9, 126:12, 126:14, 127:17, 129:11, 131:22, 163:24, 168:22, 178:19, 257:16, 257:19, 271:2, 272:2, 272:12, 285:16, 288:13, 305:24, 306:13, 307:1, 319:3, 321:8, 321:13, 321:15, 321:17, 329:20, 329:22, 330:2, 330:13, 330:16, 330:21, 332:25, 342:18, 342:20, 342:21, 345:14, 345:18, 370:14, 370:16, 370:18, 370:24, 372:20, 377:9, 377:14, 380:7, 380:8, 389:24, 391:10, 395:17</p> <p><b>council</b> [1] - 38:1</p> <p><b>counsel</b> [11] - 9:5, 12:9, 12:17, 19:16, 20:3, 22:17, 199:20, 263:19, 296:19, 296:23, 347:13</p> <p><b>counteroffers</b> [1] - 294:6</p> <p><b>country</b> [10] - 78:21, 79:5, 172:9, 175:6, 222:20, 236:14, 237:24, 316:20, 318:4, 389:24</p> <p><b>county</b> [2] - 223:22, 223:24</p> <p><b>couple</b> [16] - 10:17, 12:25, 42:11, 43:2, 172:17, 209:15, 218:25, 221:10, 234:23, 235:17, 271:10, 285:12, 305:19, 326:15, 329:1, 335:25</p> <p><b>course</b> [18] - 29:2, 30:7, 30:10, 37:25, 42:10, 57:7, 81:9, 99:23, 100:16, 106:20, 120:5, 152:5, 161:20, 187:12, 194:17, 219:11, 222:10, 317:20</p> <p><b>court</b> [14] - 9:3, 19:14, 27:2, 76:15, 91:18, 93:5, 93:8, 93:11, 189:9, 200:1, 201:6, 211:6, 301:16, 323:21</p>	<p><b>Court</b> [6] - 193:2, 193:7, 211:9, 211:10, 302:1, 388:8</p> <p><b>COURT</b> [1] - 397:1</p> <p><b>courtroom</b> [1] - 20:17</p> <p><b>courts</b> [1] - 211:13</p> <p><b>cover</b> [7] - 59:10, 119:21, 127:17, 231:19, 343:4, 343:11, 344:1</p> <p><b>coverage</b> [1] - 59:10</p> <p><b>covered</b> [7] - 202:12, 202:14, 202:16, 231:20, 249:11, 343:12, 365:5</p> <p><b>covering</b> [1] - 202:19</p> <p><b>covers</b> [3] - 119:24, 343:5, 353:8</p> <p><b>crazy</b> [2] - 61:3, 235:19</p> <p><b>create</b> [4] - 126:21, 131:10, 139:2, 261:15</p> <p><b>created</b> [1] - 347:8</p> <p><b>creates</b> [1] - 131:5</p> <p><b>creative</b> [1] - 55:3</p> <p><b>crews</b> [1] - 220:11</p> <p><b>cripple</b> [1] - 221:4</p> <p><b>crisis</b> [1] - 230:21</p> <p><b>critical</b> [1] - 393:11</p> <p><b>Cross</b> [4] - 3:11, 3:15, 3:19, 3:22</p> <p><b>CROSS</b> [4] - 32:20, 80:9, 249:15, 339:3</p> <p><b>cross</b> [32] - 9:2, 13:5, 13:7, 13:15, 13:21, 14:24, 19:13, 23:25, 32:17, 40:22, 80:8, 88:5, 93:20, 93:23, 118:6, 162:1, 162:4, 176:6, 195:9, 211:8, 213:24, 229:11, 231:23, 249:2, 249:5, 249:13, 249:14, 289:8, 314:19, 315:25, 390:5</p> <p><b>cross-connect</b> [2] - 118:6, 162:1</p> <p><b>CROSS-EXAMINATION</b> [4] - 32:20, 80:9, 249:15, 339:3</p> <p><b>cross-examination</b> [10] - 9:2, 13:21, 14:24, 19:13, 23:25, 32:17, 93:20, 162:4, 229:11, 390:5</p> <p><b>Cross-examination</b> [4] - 3:11, 3:15, 3:19, 3:22</p> <p><b>cross-examine</b> [4] - 13:5, 13:7, 88:5, 314:19</p> <p><b>cross-examining</b> [2] - 13:15, 40:22</p> <p><b>Crow</b> [1] - 252:24</p> <p><b>CSR</b> [3] - 242:22, 245:10</p> <p><b>CSRs</b> [3] - 242:13, 303:21</p> <p><b>CTIA</b> [1] - 236:18</p> <p><b>curious</b> [1] - 349:25</p> <p><b>current</b> [21] - 59:5, 65:17, 82:7, 82:9, 82:10, 88:10,</p>	<p>124:8, 239:9, 250:5, 253:16, 288:12, 307:17, 312:15, 312:16, 318:12, 326:16, 326:20, 326:23, 327:2, 338:6, 366:10</p> <p><b>curve</b> [2] - 241:3, 243:14</p> <p><b>customer</b> [163] - 30:12, 30:13, 30:21, 30:24, 36:4, 37:23, 37:25, 40:12, 41:20, 41:22, 42:2, 42:9, 42:19, 44:20, 44:21, 47:4, 54:24, 61:24, 62:3, 62:20, 62:23, 66:24, 67:2, 96:23, 96:24, 96:25, 97:5, 97:10, 97:12, 97:17, 98:10, 100:8, 105:16, 111:9, 111:16, 111:25, 116:21, 117:2, 117:3, 119:7, 119:11, 119:12, 119:14, 119:17, 119:18, 119:22, 120:1, 120:2, 120:13, 120:14, 120:16, 121:8, 121:13, 121:14, 121:15, 121:21, 121:25, 122:2, 122:3, 122:5, 122:11, 122:18, 122:20, 123:2, 123:3, 123:13, 123:14, 123:19, 132:20, 132:25, 133:6, 133:20, 138:15, 138:18, 138:21, 139:2, 139:14, 142:8, 150:20, 154:18, 170:18, 203:10, 203:13, 204:5, 204:12, 214:22, 218:25, 219:12, 241:21, 241:24, 242:2, 242:17, 251:21, 252:10, 252:14, 252:18, 252:19, 252:20, 252:21, 252:22, 252:23, 253:18, 253:19, 253:22, 253:24, 254:3, 254:5, 254:8, 254:21, 255:11, 255:16, 255:19, 255:22, 255:24, 256:1, 256:4, 256:8, 256:13, 256:18, 258:9, 258:25, 259:2, 259:4, 259:7, 283:14, 286:8, 290:11, 290:12, 291:14, 302:18, 302:19, 303:2, 303:14, 303:21, 305:5, 305:14, 306:4, 319:4, 329:19, 330:4, 333:17, 334:5, 334:7, 334:8, 334:9, 337:24, 337:25, 338:8, 338:17, 350:25, 356:3, 356:4, 361:17, 361:18, 394:8</p> <p><b>customer's</b> [6] - 132:2, 329:12, 329:14, 329:15, 329:16, 330:19</p> <p><b>customers</b> [152] - 7:11, 17:23, 23:14, 23:18, 29:14,</p>	<p>29:24, 30:5, 39:17, 40:5, 40:6, 40:10, 40:12, 41:6, 41:7, 41:9, 41:23, 42:4, 42:12, 45:20, 48:22, 48:23, 49:2, 54:20, 54:21, 55:4, 55:7, 55:16, 56:8, 58:14, 59:5, 62:6, 62:23, 66:17, 66:21, 72:9, 88:19, 88:20, 91:15, 97:2, 99:22, 100:25, 101:12, 114:22, 114:23, 128:25, 138:9, 138:12, 138:24, 139:1, 140:19, 142:7, 143:15, 144:25, 151:7, 155:12, 168:24, 169:10, 170:14, 171:25, 178:24, 179:17, 179:23, 179:25, 204:1, 204:10, 206:9, 210:5, 211:16, 216:1, 216:6, 216:23, 217:8, 220:1, 224:19, 226:7, 230:10, 230:20, 234:11, 235:13, 238:7, 239:12, 239:17, 240:2, 240:13, 245:6, 246:13, 246:16, 258:8, 276:3, 280:24, 283:17, 283:18, 283:23, 283:24, 284:2, 284:3, 284:9, 284:10, 284:14, 284:15, 284:16, 284:17, 302:24, 304:19, 304:22, 304:24, 305:2, 309:15, 312:18, 312:19, 314:9, 325:10, 330:24, 333:20, 333:21, 334:23, 336:1, 336:3, 336:7, 336:15, 338:7, 349:8, 349:9, 349:17, 350:3, 350:7, 350:18, 351:7, 351:8, 351:11, 351:20, 351:23, 351:24, 351:25, 352:8, 353:12, 362:10, 366:18, 366:21, 381:1, 381:12, 383:12, 392:19, 392:21, 393:16, 394:2, 394:11, 395:15</p> <p><b>customers'</b> [3] - 32:7, 44:13, 361:13</p> <p><b>cut</b> [21] - 69:8, 69:17, 132:23, 135:11, 137:25, 138:5, 160:18, 160:21, 162:9, 163:12, 173:23, 220:2, 220:16, 220:17, 230:9, 234:8, 239:14, 304:3, 304:5, 304:8, 304:14</p> <p><b>cuts</b> [19] - 69:6, 69:11, 69:20, 75:17, 75:18, 116:11, 137:5, 137:17, 138:4, 219:23, 219:24, 220:3, 220:6, 220:10, 221:12, 223:19, 241:20, 303:23, 305:7</p>
---	---	---	--

<p><b>cutting</b> [1] - 14:21</p>	<p>200:1, 202:4, 210:17, 213:15, 215:9, 235:18, 293:14, 297:7, 301:12, 336:17</p>	<p><b>degrees</b> [1] - 379:1</p>	<p><b>designated</b> [2] - 6:15, 17:2</p>
<p style="text-align: center;"><b>D</b></p>	<p><b>dead</b> [1] - 61:20</p>	<p><b>delay</b> [9] - 15:23, 22:15, 22:16, 70:17, 200:15, 200:17, 200:21, 375:11, 388:17</p>	<p><b>designed</b> [9] - 56:15, 326:14, 329:7, 329:17, 330:13, 330:18, 352:3, 368:3, 372:19</p>
<p><b>D.C</b> [1] - 2:5 <b>DAKOTA</b> [1] - 1:2 <b>Dakota</b> [69] - 1:6, 1:18, 2:9, 2:16, 6:14, 7:22, 8:12, 8:24, 17:1, 18:9, 18:24, 26:19, 29:11, 31:21, 43:6, 43:21, 45:2, 45:15, 50:13, 50:15, 51:24, 52:20, 63:13, 64:1, 65:10, 68:4, 68:8, 69:13, 73:16, 74:11, 74:15, 74:21, 78:21, 81:12, 103:20, 103:23, 103:25, 104:14, 105:18, 105:25, 107:12, 107:25, 124:3, 125:18, 125:19, 159:7, 167:20, 167:25, 184:4, 189:1, 236:2, 253:15, 257:12, 258:4, 285:22, 300:14, 317:17, 317:20, 330:24, 331:6, 332:5, 332:8, 332:9, 332:12, 380:4, 380:14, 391:8, 397:13 <b>Dakotans</b> [1] - 393:13 <b>damage</b> [1] - 224:13 <b>data</b> [25] - 4:11, 28:12, 35:15, 42:15, 66:10, 67:10, 70:8, 70:10, 71:17, 72:1, 72:8, 74:1, 74:3, 74:4, 133:22, 135:14, 166:13, 176:17, 177:18, 197:21, 238:12, 246:24, 312:16, 347:23, 393:21 <b>database</b> [6] - 255:12, 256:12, 256:14, 259:3, 259:4, 259:5 <b>databases</b> [2] - 242:21, 243:1 <b>date</b> [22] - 8:25, 10:6, 19:12, 22:20, 22:25, 23:3, 25:14, 51:6, 55:22, 94:10, 132:22, 135:5, 135:11, 139:6, 166:5, 199:24, 200:2, 200:4, 268:16, 358:4, 389:18, 389:19 <b>dates</b> [2] - 186:11, 327:10 <b>DAVID</b> [1] - 2:13 <b>David</b> [8] - 5:7, 5:9, 9:19, 20:6, 207:11, 210:18, 265:16, 319:12 <b>days</b> [31] - 29:23, 30:1, 30:2, 30:4, 30:12, 31:1, 62:21, 62:22, 63:12, 63:14, 63:20, 63:25, 72:7, 93:1, 116:11, 118:23, 118:24, 118:25, 161:9, 161:21, 177:6,</p>	<p><b>DCTI</b> [1] - 75:1 <b>deal</b> [6] - 22:5, 38:3, 89:20, 217:18, 221:1, 222:6 <b>dealing</b> [3] - 212:3, 230:23, 244:6 <b>dealings</b> [1] - 34:7 <b>deals</b> [2] - 83:25, 87:3 <b>dealt</b> [1] - 186:8 <b>December</b> [10] - 30:3, 270:2, 270:5, 270:7, 270:19, 270:22, 271:7, 293:24, 327:12, 341:4 <b>decent</b> [1] - 12:14 <b>decide</b> [6] - 16:4, 60:20, 101:7, 165:16, 195:5, 395:11 <b>decided</b> [6] - 83:8, 134:15, 201:6, 201:24, 229:13, 313:23 <b>decides</b> [1] - 51:8 <b>deciding</b> [1] - 98:1 <b>decision</b> [15] - 8:12, 8:18, 18:24, 19:5, 31:24, 47:13, 91:17, 95:25, 98:10, 99:18, 130:4, 178:14, 218:15, 386:11, 388:9 <b>decisions</b> [2] - 200:12, 238:13 <b>deck</b> [1] - 230:14 <b>Declaratory</b> [2] - 227:16, 228:24 <b>declaratory</b> [8] - 7:25, 18:12, 82:12, 83:24, 90:15, 90:23, 93:9, 178:3 <b>declaring</b> [1] - 110:24 <b>decline</b> [2] - 144:4, 195:23 <b>declined</b> [1] - 174:13 <b>declining</b> [1] - 178:6 <b>decrease</b> [1] - 174:12 <b>dedicate</b> [1] - 318:19 <b>dedicated</b> [3] - 140:10, 244:2, 252:14 <b>deemed</b> [1] - 361:22 <b>default</b> [5] - 166:4, 224:17, 375:20, 376:12, 385:23 <b>defer</b> [1] - 308:14 <b>defined</b> [2] - 316:10, 375:24 <b>definitely</b> [3] - 50:24, 187:24, 380:25 <b>definition</b> [8] - 102:19, 103:9, 316:10, 331:8, 340:12, 365:23, 365:25, 366:5 <b>definitively</b> [1] - 338:19</p>	<p><b>delayed</b> [5] - 22:1, 23:4, 200:1, 200:4, 220:20 <b>delays</b> [1] - 145:5 <b>deleted</b> [2] - 191:19, 192:13 <b>deliver</b> [2] - 41:5, 42:18 <b>delivering</b> [1] - 29:13 <b>delivery</b> [1] - 186:11 <b>demand</b> [9] - 47:4, 78:9, 114:22, 114:25, 115:6, 115:13, 115:14, 175:9, 218:18 <b>demanding</b> [1] - 31:23 <b>demands</b> [3] - 44:13, 85:10, 224:14 <b>demographic</b> [1] - 236:25 <b>demographics</b> [1] - 237:3 <b>demonstrate</b> [1] - 90:4 <b>demonstrating</b> [1] - 314:24 <b>denies</b> [1] - 211:10 <b>Denise</b> [7] - 9:3, 19:14, 48:1, 72:22, 166:20, 397:3, 397:16 <b>dense</b> [1] - 111:20 <b>density</b> [2] - 396:8, 396:9 <b>deny</b> [2] - 315:13, 333:23 <b>denying</b> [2] - 8:5, 18:17 <b>department</b> [7] - 45:10, 205:14, 242:17, 242:18, 242:19, 242:22, 243:18 <b>departments</b> [3] - 242:16, 243:3, 243:7 <b>dependence</b> [1] - 113:8 <b>dependent</b> [3] - 13:20, 95:19, 380:6 <b>depiction</b> [1] - 29:22 <b>deploy</b> [3] - 214:16, 304:23, 305:1 <b>deployed</b> [2] - 59:23, 304:11 <b>depreciation</b> [3] - 194:10, 194:15, 329:21 <b>describe</b> [13] - 30:18, 31:10, 66:5, 103:6, 107:3, 115:25, 242:5, 242:9, 262:17, 316:7, 325:4, 332:3, 349:16 <b>described</b> [9] - 110:23, 135:25, 136:4, 252:25, 340:24, 342:24, 342:25, 375:9, 384:12 <b>describes</b> [1] - 217:24 <b>describing</b> [1] - 262:13 <b>description</b> [3] - 51:1, 242:8, 326:11 <b>Description</b> [2] - 4:3, 5:3 <b>deserve</b> [1] - 79:14</p>	<p><b>desire</b> [2] - 392:23, 396:5 <b>desires</b> [1] - 103:1 <b>desktop</b> [1] - 133:5 <b>despite</b> [1] - 180:20 <b>destiny</b> [1] - 145:1 <b>detail</b> [1] - 213:1 <b>detailed</b> [2] - 263:19, 367:8 <b>details</b> [2] - 211:3, 213:8 <b>determination</b> [2] - 233:19, 381:15 <b>determine</b> [16] - 21:13, 70:13, 98:20, 126:6, 161:17, 179:9, 183:2, 254:10, 278:11, 279:24, 313:15, 320:13, 345:6, 345:22, 377:15, 379:16 <b>determined</b> [5] - 23:15, 140:12, 255:1, 335:19, 370:25 <b>determining</b> [2] - 229:3, 358:22 <b>detriments</b> [2] - 48:18, 49:4 <b>devastating</b> [1] - 221:5 <b>develop</b> [2] - 31:22, 129:17 <b>developed</b> [1] - 183:19 <b>developer</b> [1] - 40:15 <b>developers</b> [4] - 42:13, 66:7, 115:9, 287:16 <b>developing</b> [1] - 67:8 <b>development</b> [6] - 29:8, 40:13, 46:22, 47:1, 67:6, 218:24 <b>developments</b> [1] - 287:14 <b>device</b> [7] - 117:6, 118:6, 122:3, 177:3, 177:8, 203:16, 305:14 <b>devices</b> [5] - 176:14, 176:16, 176:17, 177:17, 236:20 <b>Devils</b> [5] - 50:2, 50:4, 52:18, 74:16, 74:20 <b>devote</b> [1] - 230:12 <b>devoted</b> [1] - 252:2 <b>dial</b> [52] - 30:22, 43:3, 44:5, 61:17, 61:18, 61:22, 62:1, 69:4, 69:5, 69:9, 70:8, 70:16, 70:24, 70:25, 71:2, 71:13, 71:19, 75:17, 154:19, 154:20, 163:3, 203:22, 204:1, 214:14, 214:17, 214:18, 214:21, 214:25, 215:6, 215:7, 215:11, 215:13, 215:19, 215:21, 215:24, 216:2, 216:23, 217:8, 230:10, 241:23, 242:3, 290:5,</p>

<p>290:8, 290:12, 290:17, 336:1, 336:3, 336:7, 336:10, 336:12, 336:16</p> <p><b>dial-up</b> [19] - 163:3, 214:14, 214:17, 214:18, 215:11, 215:13, 216:2, 217:8, 290:5, 290:8, 290:12, 290:17, 336:1, 336:3, 336:7, 336:10, 336:12, 336:16</p> <p><b>dialed</b> [1] - 123:21</p> <p><b>dials</b> [2] - 214:23, 215:6</p> <p><b>Dictaphones</b> [1] - 177:7</p> <p><b>died</b> [1] - 173:11</p> <p><b>Diego</b> [1] - 358:3</p> <p><b>differ</b> [4] - 342:19, 376:3, 380:8, 386:5</p> <p><b>difference</b> [10] - 30:7, 54:19, 65:1, 119:21, 140:18, 144:17, 168:19, 220:14, 248:9, 349:7</p> <p><b>differences</b> [12] - 105:20, 159:9, 190:11, 200:7, 200:8, 217:21, 248:6, 260:11, 260:16, 295:9, 295:10, 347:21</p> <p><b>different</b> [40] - 68:13, 81:17, 88:11, 94:24, 106:19, 111:10, 118:1, 121:4, 125:6, 128:6, 128:15, 133:18, 134:15, 138:3, 143:13, 160:24, 160:25, 169:4, 175:23, 177:25, 180:6, 190:8, 198:12, 198:14, 217:18, 242:16, 279:21, 281:11, 284:8, 294:24, 295:2, 301:4, 314:1, 318:8, 324:16, 331:5, 342:19, 350:12, 356:8, 376:10</p> <p><b>differently</b> [3] - 125:14, 138:4, 167:15</p> <p><b>differing</b> [2] - 342:19, 380:7</p> <p><b>difficult</b> [4] - 42:1, 206:2, 232:15, 293:6</p> <p><b>difficulties</b> [1] - 245:1</p> <p><b>dilemma</b> [5] - 11:21, 226:6, 227:8, 227:9</p> <p><b>diminished</b> [1] - 130:25</p> <p><b>dire</b> [1] - 199:13</p> <p><b>DIRECT</b> [4] - 27:10, 76:20, 189:15, 324:2</p> <p><b>Direct</b> [10] - 3:10, 3:14, 3:18, 3:22, 4:4, 4:6, 4:16, 4:18, 4:19, 4:24</p> <p><b>direct</b> [38] - 7:17, 16:17, 18:4, 23:24, 27:17, 67:3, 77:4, 80:3, 80:5, 80:6, 80:7, 81:3, 87:14, 92:6, 148:8, 190:3, 190:17,</p>	<p>191:2, 200:24, 202:1, 233:5, 269:2, 269:4, 280:1, 280:3, 312:18, 325:5, 325:7, 325:13, 325:16, 325:22, 325:23, 325:24, 326:5, 326:9, 326:15, 326:22, 334:22</p> <p><b>directed</b> [1] - 368:4</p> <p><b>direction</b> [2] - 15:11, 324:23</p> <p><b>directly</b> [10] - 23:19, 39:23, 52:16, 55:8, 88:18, 93:7, 97:13, 181:16, 181:20, 320:5</p> <p><b>directors</b> [1] - 258:14</p> <p><b>directory</b> [2] - 7:11, 17:23</p> <p><b>direcTV</b> [1] - 60:15</p> <p><b>DirecTV</b> [1] - 49:7</p> <p><b>disadvantage</b> [2] - 141:3, 144:24</p> <p><b>disadvantaged</b> [1] - 144:22</p> <p><b>disagree</b> [7] - 99:17, 187:13, 195:14, 202:2, 296:4, 314:5, 314:22</p> <p><b>disagreement</b> [3] - 187:15, 296:11, 296:21</p> <p><b>disagrees</b> [1] - 89:24</p> <p><b>disconnect</b> [6] - 91:14, 117:5, 122:4, 134:12, 219:7, 392:12</p> <p><b>disconnected</b> [1] - 122:6</p> <p><b>disconnecting</b> [1] - 121:18</p> <p><b>disconnection</b> [2] - 137:13, 139:11</p> <p><b>discontinue</b> [1] - 230:19</p> <p><b>discontinued</b> [1] - 209:13</p> <p><b>discontinuing</b> [1] - 222:25</p> <p><b>discount</b> [1] - 119:24</p> <p><b>discounts</b> [1] - 180:2</p> <p><b>discover</b> [2] - 101:18, 308:17</p> <p><b>discovered</b> [1] - 307:23</p> <p><b>discovery</b> [10] - 4:14, 59:18, 195:3, 196:6, 251:17, 271:13, 271:14, 286:13, 286:20, 286:21</p> <p><b>discrepancy</b> [1] - 307:24</p> <p><b>discretion</b> [3] - 184:24, 230:11, 342:9</p> <p><b>discrimination</b> [2] - 40:11, 300:5</p> <p><b>discriminatory</b> [3] - 300:17, 301:4, 301:7</p> <p><b>discuss</b> [8] - 48:13, 49:15, 159:9, 247:8, 293:17, 308:20, 357:16, 387:17</p> <p><b>discussed</b> [12] - 156:22, 162:5, 196:6, 231:6, 236:11, 267:20, 269:4, 287:15, 301:9, 333:24, 340:19, 388:8</p> <p><b>discussing</b> [3] - 160:8,</p>	<p>269:7, 300:2</p> <p><b>Discussion</b> [2] - 188:21, 388:2</p> <p><b>discussion</b> [16] - 33:4, 64:11, 160:6, 162:16, 196:22, 212:13, 268:24, 270:18, 285:12, 285:16, 289:13, 327:6, 332:6, 336:24, 341:15, 368:15</p> <p><b>discussions</b> [2] - 58:8, 376:20</p> <p><b>Disease</b> [1] - 173:20</p> <p><b>dismiss</b> [3] - 8:6, 18:18, 229:14</p> <p><b>dispatch</b> [1] - 305:4</p> <p><b>dispute</b> [17] - 88:25, 89:7, 116:7, 116:10, 156:10, 184:20, 185:14, 186:24, 187:11, 187:19, 187:24, 187:25, 225:11, 266:14, 296:2, 393:19, 394:1</p> <p><b>disputes</b> [3] - 217:13, 217:17, 225:8</p> <p><b>disruption</b> [2] - 69:25, 70:2</p> <p><b>dissent</b> [1] - 46:2</p> <p><b>disservice</b> [1] - 91:23</p> <p><b>distance</b> [3] - 122:15, 336:22, 337:17</p> <p><b>distinct</b> [2] - 81:9, 81:19</p> <p><b>distinction</b> [2] - 86:2, 268:9</p> <p><b>distinctive</b> [1] - 122:24</p> <p><b>distort</b> [1] - 131:23</p> <p><b>distorted</b> [1] - 169:2</p> <p><b>distortions</b> [6] - 78:25, 126:20, 127:7, 130:2, 170:25, 179:7</p> <p><b>distressed</b> [1] - 52:8</p> <p><b>distributed</b> [3] - 252:10, 253:1, 306:20</p> <p><b>divide</b> [1] - 303:11</p> <p><b>divided</b> [2] - 356:13, 357:6</p> <p><b>DMS</b> [2] - 208:3, 209:14</p> <p><b>DMS-100</b> [4] - 207:20, 209:2, 274:19, 274:21</p> <p><b>DO</b> [2] - 397:5, 397:9</p> <p><b>doable</b> [1] - 222:3</p> <p><b>document</b> [15] - 77:6, 186:12, 190:19, 192:3, 192:7, 192:24, 196:23, 199:13, 261:2, 262:4, 263:11, 263:13, 263:24, 314:6, 346:12</p> <p><b>documents</b> [9] - 39:5, 95:9, 186:1, 186:5, 186:15, 260:23, 264:25, 265:7, 271:19</p> <p><b>dollar</b> [4] - 57:9, 138:8, 142:8, 170:18</p> <p><b>dollars</b> [12] - 99:7, 140:16, 146:9, 148:24, 149:19,</p>	<p>377:2, 377:3, 377:4, 379:20, 386:24, 395:12</p> <p><b>domestic</b> [1] - 369:18</p> <p><b>done</b> [83] - 12:3, 22:21, 24:25, 32:16, 53:17, 58:5, 77:23, 91:3, 91:22, 99:3, 103:15, 103:19, 104:12, 112:14, 113:3, 117:4, 117:8, 117:12, 117:20, 117:22, 118:16, 118:22, 136:10, 152:3, 161:21, 168:9, 172:7, 173:20, 182:23, 188:10, 192:21, 207:17, 211:17, 211:25, 212:1, 218:11, 224:23, 224:24, 225:14, 225:21, 228:14, 228:21, 229:16, 229:19, 240:18, 240:24, 240:25, 243:9, 243:13, 244:22, 246:14, 255:19, 256:16, 259:9, 264:2, 273:10, 286:14, 287:10, 290:2, 296:3, 304:10, 322:11, 322:13, 322:14, 322:16, 322:21, 334:4, 338:5, 340:8, 349:11, 356:22, 366:21, 367:1, 368:5, 374:18, 378:14, 379:7, 379:16, 385:17, 391:16, 392:2, 396:18</p> <p><b>Done</b> [1] - 367:6</p> <p><b>doomed</b> [1] - 225:3</p> <p><b>door</b> [4] - 145:20, 145:22, 291:25, 292:23</p> <p><b>double</b> [1] - 149:5</p> <p><b>doubling</b> [1] - 392:9</p> <p><b>doubt</b> [2] - 309:24, 388:23</p> <p><b>Dow</b> [3] - 2:3, 9:10, 19:20</p> <p><b>down</b> [34] - 60:19, 91:24, 102:14, 109:5, 112:22, 127:23, 127:24, 128:13, 130:5, 141:24, 142:11, 154:24, 156:4, 160:21, 170:22, 181:2, 183:13, 188:10, 223:3, 232:21, 246:25, 295:5, 323:1, 334:4, 346:11, 357:10, 370:24, 371:7, 371:13, 371:15, 382:6, 395:9</p> <p><b>downfall</b> [1] - 232:7</p> <p><b>downloads</b> [2] - 176:17, 177:4</p> <p><b>downtown</b> [1] - 156:11</p> <p><b>draft</b> [2] - 260:19, 263:6</p> <p><b>drafting</b> [2] - 86:9, 86:22</p> <p><b>Dragon</b> [2] - 177:5, 177:7</p> <p><b>drags</b> [1] - 145:3</p> <p><b>dramatically</b> [2] - 104:23, 124:24</p> <p><b>Drive</b> [1] - 2:15</p>
---	---	--	---

<p><b>drive</b> [2] - 13:24, 238:14  <b>driven</b> [1] - 47:4  <b>drop</b> [2] - 172:3, 172:5  <b>dropped</b> [2] - 126:8, 173:23  <b>dropping</b> [1] - 242:8  <b>dry</b> [2] - 64:14, 64:17  <b>DS1</b> [1] - 292:17  <b>DSL</b> [1] - 335:16  <b>due</b> [18] - 193:19, 193:25, 197:21, 205:17, 219:18, 223:25, 224:24, 235:19, 236:2, 240:16, 287:13, 314:8, 332:18, 335:8, 352:19, 352:20, 388:6  <b>duly</b> [4] - 27:5, 76:18, 189:12, 323:24  <b>duration</b> [1] - 215:16  <b>Durick</b> [3] - 2:7, 9:11, 19:22  <b>during</b> [19] - 30:1, 68:14, 75:15, 91:13, 92:11, 162:4, 169:11, 169:15, 222:11, 240:7, 268:7, 273:7, 301:19, 333:11, 338:17, 340:18, 348:17, 348:20, 385:19  <b>duties</b> [3] - 51:12, 243:21, 306:11  <b>duty</b> [4] - 107:1, 107:4, 180:8, 244:16  <b>Duval</b> [28] - 4:8, 4:17, 4:18, 4:24, 7:19, 18:6, 20:12, 129:14, 269:7, 270:18, 274:15, 274:22, 298:16, 323:2, 323:10, 323:11, 324:4, 324:6, 328:25, 337:21, 346:4, 356:25, 357:2, 374:16, 386:18, 387:7, 393:9, 394:18  <b>DUVAL</b> [2] - 3:21, 323:23  <b>Duval's</b> [7] - 51:1, 268:20, 268:23, 269:13, 274:25, 283:24, 284:8  <b>dying</b> [3] - 208:1, 209:5, 222:23  <b>dynamic</b> [3] - 218:22, 243:23, 303:19</p>	<p>319:18, 365:10  <b>easel</b> [2] - 70:6, 197:12  <b>easier</b> [2] - 240:1, 256:19  <b>easiest</b> [2] - 248:11, 253:12  <b>easily</b> [1] - 363:5  <b>East</b> [1] - 2:8  <b>easy</b> [4] - 144:11, 153:5, 213:3, 224:17  <b>economic</b> [15] - 29:8, 47:19, 67:6, 105:2, 126:19, 163:24, 178:14, 180:15, 180:18, 271:2, 341:10, 345:11, 345:18, 375:18, 392:9  <b>economics</b> [1] - 40:4  <b>economy</b> [2] - 104:9, 223:14  <b>EDI</b> [1] - 133:22  <b>effect</b> [14] - 90:6, 92:1, 108:24, 124:15, 170:6, 177:23, 179:5, 184:4, 185:20, 186:15, 302:3, 313:18, 333:9, 364:14  <b>effected</b> [1] - 225:25  <b>effective</b> [10] - 21:23, 21:25, 94:10, 128:5, 166:5, 199:24, 200:2, 200:4, 268:16, 368:23  <b>effectively</b> [1] - 196:8  <b>effects</b> [1] - 128:15  <b>efficacy</b> [2] - 188:2, 217:11  <b>efficiencies</b> [1] - 321:25  <b>efficient</b> [6] - 78:19, 101:3, 137:12, 171:1, 243:6, 366:22  <b>efficiently</b> [2] - 178:24, 391:21  <b>effort</b> [1] - 166:12  <b>eight</b> [7] - 113:22, 114:9, 127:4, 152:1, 152:11, 219:2, 238:6  <b>eight-square-mile</b> [1] - 114:9  <b>either</b> [18] - 14:17, 83:17, 93:7, 185:16, 194:13, 203:4, 204:13, 210:14, 210:19, 218:18, 234:18, 300:9, 318:17, 341:6, 373:9, 375:20, 378:23, 385:22  <b>electric</b> [1] - 364:10  <b>electrical</b> [3] - 212:9, 213:4, 292:17  <b>electricity</b> [1] - 364:13  <b>electronic</b> [4] - 11:2, 133:22, 137:4, 242:15  <b>electronically</b> [1] - 133:24  <b>electronics</b> [3] - 304:12, 329:17, 344:16  <b>element</b> [3] - 95:19, 164:2, 207:25  <b>elements</b> [1] - 87:6</p>	<p><b>eligibility</b> [3] - 331:4, 333:9, 377:24  <b>eligible</b> [10] - 128:8, 142:5, 332:1, 332:11, 362:8, 363:10, 363:12, 363:15, 364:20, 377:22  <b>eliminate</b> [2] - 180:16, 376:21  <b>eliminated</b> [1] - 375:23  <b>Elk</b> [1] - 2:15  <b>elsewhere</b> [2] - 130:16, 321:18  <b>email</b> [15] - 5:5, 5:7, 134:1, 134:2, 134:25, 136:17, 242:12, 261:12, 265:15, 266:1, 266:25, 267:3, 267:5, 299:4, 299:9  <b>emails</b> [1] - 266:22  <b>Embarq</b> [4] - 102:13, 102:16, 102:18, 103:8  <b>embedded</b> [1] - 111:10  <b>emergency</b> [1] - 221:22  <b>employed</b> [5] - 77:1, 194:13, 307:10, 307:19, 324:20  <b>employee</b> [5] - 243:17, 306:5, 306:6, 306:14, 306:21  <b>employees</b> [8] - 44:14, 105:10, 205:3, 209:19, 218:11, 218:19, 305:24, 319:10  <b>employers</b> [1] - 105:11  <b>employs</b> [1] - 76:24  <b>en</b> [1] - 9:24  <b>encourages</b> [1] - 49:23  <b>encouraging</b> [1] - 216:22  <b>end</b> [37] - 7:6, 17:18, 22:6, 58:15, 77:13, 89:9, 127:2, 135:13, 141:5, 171:3, 178:19, 203:18, 212:15, 215:3, 217:3, 248:21, 249:24, 270:25, 310:11, 314:12, 329:12, 329:18, 329:19, 330:24, 336:15, 342:15, 351:10, 361:15, 362:19, 372:2, 372:3, 380:9, 382:19, 382:21, 383:5, 383:12, 386:1  <b>ends</b> [1] - 378:6  <b>enforcement</b> [1] - 61:2  <b>engage</b> [1] - 23:11  <b>engaged</b> [4] - 205:15, 213:6, 218:6, 218:8  <b>engineering</b> [8] - 161:19, 205:9, 205:14, 205:16, 205:21, 206:8, 212:25, 379:12  <b>engineers</b> [5] - 60:19, 118:20, 161:16, 205:9, 264:7</p>	<p><b>enjoy</b> [1] - 29:13  <b>enlighten</b> [2] - 173:8, 187:2  <b>ensure</b> [4] - 139:18, 203:24, 226:25, 234:4  <b>entail</b> [1] - 379:4  <b>enter</b> [1] - 186:3  <b>entered</b> [2] - 58:3, 67:23  <b>entering</b> [1] - 205:20  <b>entire</b> [13] - 46:6, 53:3, 63:18, 140:23, 277:18, 295:24, 298:6, 298:19, 362:8, 381:11, 392:13, 396:10  <b>entirely</b> [3] - 13:21, 146:12, 173:24  <b>entities</b> [1] - 379:21  <b>entitled</b> [10] - 23:16, 47:19, 88:5, 97:4, 202:11, 285:23, 286:9, 296:18, 296:23, 319:22  <b>entrant</b> [1] - 55:16  <b>entrants</b> [1] - 174:23  <b>entry</b> [4] - 62:14, 79:13, 133:15, 256:12  <b>environment</b> [7] - 105:2, 105:4, 110:5, 208:5, 303:20, 367:23, 368:1  <b>envision</b> [2] - 340:7, 340:13  <b>envisioned</b> [1] - 340:9  <b>equal</b> [7] - 33:22, 169:7, 239:11, 239:16, 352:1, 352:2, 352:7  <b>equalize</b> [1] - 169:16  <b>equally</b> [1] - 315:2  <b>equates</b> [2] - 240:12, 309:16  <b>equation</b> [2] - 123:7, 180:9  <b>equipment</b> [8] - 118:2, 118:18, 118:22, 122:12, 161:25, 212:21, 306:10, 344:16  <b>equivalent</b> [1] - 391:7  <b>erase</b> [1] - 359:10  <b>erroneous</b> [1] - 326:16  <b>erroneously</b> [1] - 326:23  <b>error</b> [1] - 22:16  <b>escaped</b> [1] - 10:21  <b>especially</b> [8] - 14:20, 67:5, 78:8, 100:3, 126:15, 145:13, 146:3, 291:3  <b>essence</b> [5] - 14:13, 329:11, 329:24, 330:22, 369:8  <b>essentially</b> [3] - 232:21, 297:14, 331:13  <b>establish</b> [7] - 108:12, 211:21, 213:15, 342:17, 375:11, 376:10, 381:17  <b>established</b> [12] - 151:10, 151:16, 160:22, 215:1, 237:22, 318:16, 375:17, 376:3, 376:13, 381:23,</p>
<b>E</b>			
<p><b>e-mailed</b> [1] - 24:3  <b>ear</b> [1] - 177:9  <b>early</b> [13] - 11:6, 58:5, 58:8, 157:12, 157:16, 214:13, 215:9, 294:14, 318:24, 333:7, 339:14, 356:22, 384:10  <b>EAS</b> [10] - 316:8, 316:9, 316:13, 316:14, 316:18, 317:3, 317:4, 317:6,</p>			

<p>382:8, 386:5  <b>establishes</b> [1] - 375:4  <b>establishing</b> [1] - 206:7  <b>estimate</b> [6] - 93:24, 213:10, 243:10, 245:9, 245:16, 259:15  <b>estimated</b> [1] - 319:14  <b>estimates</b> [3] - 182:23, 236:4, 243:4  <b>estimating</b> [1] - 356:2  <b>estimation</b> [1] - 379:19  <b>et</b> [2] - 85:25, 144:14  <b>ETC</b> [1] - 53:2  <b>evaluate</b> [1] - 195:10  <b>evaluated</b> [1] - 148:16  <b>evaluating</b> [1] - 163:18  <b>evaluation</b> [2] - 103:16, 160:2  <b>evenly</b> [1] - 244:22  <b>event</b> [9] - 70:2, 72:4, 119:2, 204:21, 204:22, 230:15, 254:25, 297:12, 388:24  <b>events</b> [2] - 204:24, 264:5  <b>evidence</b> [22] - 21:7, 22:7, 32:12, 40:24, 69:15, 88:4, 88:6, 95:24, 96:3, 191:19, 195:25, 199:24, 315:14, 315:22, 348:22, 389:10, 389:22, 389:23, 390:8, 390:21, 390:23, 395:6  <b>evident</b> [1] - 391:5  <b>eviscerates</b> [1] - 188:1  <b>exact</b> [7] - 33:21, 55:22, 211:3, 281:5, 358:4, 369:23, 377:17  <b>exactly</b> [13] - 117:20, 144:3, 197:3, 198:1, 211:22, 231:16, 235:2, 320:10, 322:3, 339:9, 342:13, 352:3, 373:8  <b>Examination</b> [11] - 3:10, 3:11, 3:12, 3:14, 3:15, 3:16, 3:18, 3:19, 3:22, 3:23, 3:24  <b>EXAMINATION</b> [19] - 27:10, 32:20, 64:7, 69:1, 75:13, 76:20, 80:9, 158:18, 164:7, 183:8, 189:15, 249:15, 316:4, 320:17, 324:2, 339:3, 374:14, 384:8, 386:16  <b>examination</b> [20] - 3:11, 3:12, 3:15, 3:16, 3:19, 3:20, 3:22, 3:23, 9:2, 13:21, 14:24, 14:25, 19:13, 23:25, 32:17, 75:16, 93:20, 162:4, 229:11, 390:5  <b>examine</b> [4] - 13:5, 13:7, 88:5, 314:19  <b>examined</b> [4] - 27:5, 76:18,</p>	<p>189:12, 323:24  <b>examining</b> [2] - 13:15, 40:22  <b>example</b> [20] - 52:25, 70:15, 120:8, 128:17, 138:14, 138:16, 149:8, 162:25, 193:23, 207:18, 212:14, 214:12, 222:9, 230:8, 255:9, 319:3, 321:11, 364:18, 394:8, 394:25  <b>examples</b> [2] - 130:7, 162:21  <b>exceed</b> [3] - 139:19, 288:13, 389:17  <b>exceeds</b> [2] - 236:20, 394:3  <b>Excel</b> [1] - 347:9  <b>excellent</b> [2] - 392:2, 396:20  <b>Except</b> [1] - 35:3  <b>except</b> [7] - 125:19, 140:8, 166:12, 199:4, 199:5, 275:3, 289:14  <b>exception</b> [2] - 197:4, 333:1  <b>exceptions</b> [1] - 262:22  <b>excess</b> [5] - 21:15, 55:23, 108:21, 110:1, 126:13  <b>excessive</b> [1] - 237:9  <b>exchange</b> [52] - 7:7, 8:3, 17:19, 18:15, 23:7, 36:24, 56:8, 57:20, 67:18, 68:4, 81:23, 82:2, 83:5, 87:15, 88:21, 110:4, 114:15, 118:12, 124:4, 160:11, 167:4, 171:12, 187:22, 190:18, 214:5, 214:24, 218:7, 219:22, 221:8, 222:22, 240:21, 264:5, 275:15, 277:7, 277:9, 277:18, 291:2, 295:25, 297:23, 298:15, 316:11, 316:12, 316:15, 316:16, 319:21, 320:2, 332:4, 332:5, 336:4, 393:10, 395:24, 396:11  <b>Exchange</b> [3] - 4:21, 129:10, 359:8  <b>exchanged</b> [4] - 95:9, 124:12, 183:3, 355:11  <b>exchanges</b> [4] - 103:17, 115:4, 316:18, 331:10  <b>exchanging</b> [9] - 6:23, 17:10, 130:23, 233:22, 241:2, 274:6, 274:10, 294:4, 294:15  <b>exclude</b> [2] - 313:11, 313:12  <b>excluded</b> [4] - 54:3, 191:19, 199:5, 314:3  <b>exclusive</b> [1] - 172:25  <b>excuse</b> [9] - 102:22, 113:22, 171:7, 178:10, 219:13, 236:6, 253:21, 256:2, 338:15  <b>excused</b> [1] - 387:7</p>	<p><b>executed</b> [1] - 81:1  <b>exempt</b> [1] - 229:4  <b>exemption</b> [11] - 8:4, 18:16, 46:5, 46:13, 51:25, 52:21, 90:18, 95:6, 180:17, 227:7  <b>exemptions</b> [1] - 68:2  <b>exercise</b> [2] - 79:15, 234:1  <b>exercising</b> [1] - 101:1  <b>exhibit</b> [37] - 38:24, 39:10, 64:5, 193:9, 194:24, 195:9, 195:12, 195:24, 196:12, 196:16, 196:25, 199:7, 234:20, 257:25, 258:2, 261:8, 261:15, 261:20, 265:10, 265:12, 266:21, 299:12, 313:11, 314:20, 315:13, 315:19, 325:19, 326:11, 327:13, 347:12, 348:1, 348:7, 354:1, 356:21, 374:7, 396:2  <b>Exhibit</b> [50] - 27:21, 80:2, 191:7, 191:11, 191:17, 192:11, 192:12, 193:11, 196:15, 197:13, 198:5, 198:12, 199:8, 199:11, 257:4, 257:8, 258:2, 267:7, 267:13, 271:12, 271:13, 273:2, 286:18, 287:1, 287:3, 299:1, 299:4, 299:17, 307:4, 307:5, 317:12, 325:3, 325:5, 325:7, 325:13, 325:18, 326:7, 326:13, 327:23, 347:4, 347:12, 354:2, 357:20, 367:3, 368:8, 368:12, 373:16, 373:17, 374:13  <b>EXHIBITS</b> [2] - 4:2, 5:2  <b>Exhibits</b> [6] - 189:22, 190:6, 190:15, 197:9, 199:1, 299:14  <b>exhibits</b> [7] - 15:10, 64:4, 189:24, 265:20, 323:4, 324:25, 325:4  <b>exist</b> [8] - 167:12, 233:16, 243:8, 244:3, 244:18, 264:25, 277:18, 290:3  <b>existence</b> [1] - 267:6  <b>existing</b> [17] - 7:10, 17:22, 38:14, 150:21, 151:3, 162:8, 203:16, 234:10, 234:12, 241:13, 241:14, 266:6, 266:8, 272:6, 289:22, 326:6, 345:6  <b>exists</b> [2] - 232:10, 233:16  <b>exorbitant</b> [14] - 78:11, 102:8, 107:2, 107:5, 107:13, 179:4, 231:10, 232:3, 232:6, 232:17, 238:22, 337:17, 379:25,</p>	<p>380:1  <b>expand</b> [5] - 24:22, 28:21, 129:7, 160:12, 227:25  <b>expanded</b> [1] - 36:4  <b>expanding</b> [2] - 28:24, 223:13  <b>expansion</b> [1] - 164:10  <b>expect</b> [5] - 29:14, 93:14, 174:12, 182:24, 261:16  <b>expected</b> [3] - 13:14, 32:2, 116:2  <b>expeditious</b> [1] - 210:24  <b>expense</b> [15] - 25:18, 194:8, 194:10, 194:15, 194:16, 196:4, 310:1, 329:21, 369:6, 369:8, 369:13, 370:3, 370:6, 396:9  <b>expensed</b> [1] - 306:16  <b>expenses</b> [13] - 12:7, 16:2, 104:21, 306:15, 308:1, 308:8, 308:9, 308:20, 309:5, 309:6, 309:7, 310:19, 364:17  <b>experience</b> [4] - 28:11, 30:4, 108:18, 345:8  <b>experienced</b> [3] - 28:14, 31:2, 207:23  <b>experiences</b> [1] - 223:20  <b>experiencing</b> [1] - 29:9  <b>expert</b> [11] - 20:1, 20:12, 22:19, 25:18, 33:1, 38:8, 91:8, 101:25, 284:19, 309:13, 309:14  <b>expertise</b> [7] - 83:14, 98:18, 288:6, 338:10, 338:12, 366:24, 379:7  <b>experts</b> [3] - 12:8, 246:22, 284:22  <b>expire</b> [1] - 211:5  <b>explain</b> [16] - 29:19, 29:21, 47:13, 50:16, 50:19, 136:2, 142:15, 160:13, 167:2, 182:7, 190:11, 194:14, 214:12, 234:17, 311:13, 329:3  <b>explained</b> [2] - 123:7, 259:12  <b>explaining</b> [2] - 270:16, 325:23  <b>explanation</b> [3] - 10:7, 10:9, 200:22  <b>explicit</b> [1] - 178:20  <b>explosive</b> [2] - 205:17, 206:2  <b>exponential</b> [1] - 110:9  <b>exposing</b> [1] - 241:22  <b>expressed</b> [2] - 52:4, 394:15  <b>extend</b> [4] - 31:24, 208:10, 285:21, 286:9  <b>extended</b> [6] - 36:6, 42:16, 46:24, 287:7, 316:9, 316:10</p>
---	---	--	--

<p><b>extension</b> [2] - 4:11, 47:3  <b>extensions</b> [3] - 65:18, 288:11, 293:2  <b>extensive</b> [1] - 82:25  <b>extent</b> [26] - 12:2, 12:5, 12:20, 14:3, 14:23, 16:1, 21:12, 24:8, 38:20, 41:9, 41:10, 71:17, 84:18, 90:2, 102:2, 107:17, 108:24, 117:3, 172:23, 186:4, 200:23, 283:5, 296:25, 363:20, 374:4, 390:17  <b>extract</b> [2] - 178:12, 178:25  <b>extraordinarily</b> [1] - 62:24  <b>extraordinary</b> [4] - 28:15, 69:21, 75:20, 296:17  <b>extremely</b> [2] - 15:13, 298:4  <b>eye</b> [1] - 395:2  <b>eyes</b> [1] - 176:20</p>	<p>118:10, 118:11, 118:12, 137:22, 154:4, 314:10, 329:11  <b>facility-based</b> [1] - 314:10  <b>fact</b> [43] - 25:25, 26:20, 33:22, 42:13, 46:24, 57:13, 66:12, 74:16, 76:8, 112:1, 153:15, 178:17, 179:22, 181:13, 189:2, 199:18, 201:11, 220:21, 227:16, 237:10, 237:14, 238:13, 240:17, 241:5, 271:5, 274:13, 276:23, 277:23, 279:19, 288:1, 313:22, 313:25, 322:10, 323:14, 334:23, 335:8, 336:1, 372:11, 383:15, 390:11, 390:14, 393:20  <b>factor</b> [12] - 179:18, 195:7, 196:20, 275:25, 276:2, 279:25, 283:20, 336:21, 369:19, 369:21, 369:22, 383:23  <b>factors</b> [7] - 178:14, 179:15, 179:16, 275:7, 282:6, 282:12, 282:17  <b>facts</b> [7] - 238:13, 274:5, 274:14, 274:18, 277:1, 393:24, 394:12  <b>factual</b> [9] - 14:22, 14:23, 24:12, 25:4, 90:1, 96:7, 174:18, 201:8, 393:19  <b>factually</b> [1] - 24:9  <b>failed</b> [1] - 22:20  <b>failure</b> [1] - 225:3  <b>fair</b> [28] - 44:6, 55:18, 56:11, 80:23, 81:5, 93:16, 96:6, 165:17, 175:6, 204:19, 223:14, 255:23, 276:4, 276:5, 286:15, 286:16, 304:17, 306:7, 322:9, 339:20, 352:9, 353:2, 358:23, 359:3, 360:11, 368:2, 378:23  <b>fairly</b> [6] - 63:4, 63:23, 365:2, 366:20, 379:18, 391:17  <b>faith</b> [5] - 84:22, 85:22, 232:8, 232:18  <b>fall</b> [2] - 269:24, 318:23  <b>falling</b> [1] - 68:16  <b>false</b> [4] - 26:20, 76:7, 189:1, 323:13  <b>familiar</b> [15] - 42:6, 115:16, 251:3, 255:17, 257:20, 260:6, 287:17, 317:19, 317:21, 332:16, 333:25, 341:20, 345:1, 357:23, 379:8  <b>familiarity</b> [1] - 260:1  <b>families</b> [1] - 175:14</p>	<p><b>family</b> [8] - 33:7, 33:12, 34:2, 34:4, 34:6, 172:11, 176:1, 209:14  <b>far</b> [23] - 15:20, 21:15, 24:5, 25:8, 49:4, 71:18, 72:7, 72:8, 87:9, 91:4, 94:13, 100:14, 110:1, 110:21, 240:3, 249:21, 270:12, 285:17, 285:22, 287:7, 317:19, 389:17, 394:3  <b>far-away</b> [3] - 285:17, 285:22, 287:7  <b>Fargo</b> [1] - 105:22  <b>fashion</b> [1] - 390:21  <b>fast</b> [5] - 25:1, 70:4, 317:24, 320:19, 390:21  <b>fatally</b> [4] - 147:19, 148:3, 148:12, 148:13  <b>favor</b> [2] - 172:13, 340:1  <b>fax</b> [3] - 133:24, 134:1, 136:16  <b>FCC</b> [95] - 21:11, 78:18, 78:25, 79:12, 79:17, 83:23, 83:25, 88:1, 90:14, 90:23, 93:9, 95:4, 107:9, 107:22, 107:24, 108:3, 108:5, 108:6, 109:20, 112:12, 113:20, 126:8, 126:24, 127:12, 128:12, 130:1, 130:12, 130:17, 145:13, 147:1, 160:10, 160:23, 162:5, 162:23, 163:4, 166:1, 168:17, 168:19, 168:21, 169:18, 170:11, 170:23, 176:19, 178:2, 178:18, 179:14, 183:22, 195:22, 227:5, 227:16, 229:2, 232:25, 247:16, 260:7, 260:12, 264:16, 268:10, 268:14, 269:5, 306:24, 312:24, 326:16, 327:3, 330:15, 331:9, 334:17, 339:20, 340:4, 340:13, 341:17, 342:3, 342:7, 342:12, 358:18, 360:13, 362:7, 363:22, 366:6, 368:19, 369:25, 370:12, 371:5, 371:16, 371:20, 371:24, 376:21, 377:6, 377:19, 383:21, 383:24, 384:1, 384:3, 386:20, 390:15  <b>FCC's</b> [23] - 21:16, 78:14, 78:20, 82:12, 85:5, 99:25, 100:19, 108:18, 130:4, 139:17, 139:21, 139:23, 160:7, 193:25, 195:7, 269:23, 326:18, 339:11, 345:24, 370:11, 375:6, 389:25, 391:11</p>	<p><b>fear</b> [1] - 169:8  <b>feasible</b> [4] - 85:1, 85:11, 85:14, 85:21  <b>features</b> [1] - 219:6  <b>February</b> [17] - 5:7, 5:9, 197:15, 260:21, 261:4, 262:23, 263:17, 263:20, 263:23, 265:8, 265:15, 265:17, 266:10, 293:11, 297:25, 358:4  <b>federal</b> [12] - 91:18, 93:5, 93:7, 169:14, 178:21, 179:19, 211:5, 228:7, 301:16, 329:6, 330:21, 331:1  <b>Federal</b> [5] - 7:23, 7:25, 18:10, 18:12, 368:4  <b>fees</b> [1] - 383:7  <b>feet</b> [5] - 291:25, 292:9, 292:18, 292:23, 344:13  <b>felony</b> [8] - 26:23, 26:24, 76:10, 76:11, 189:5, 323:16, 323:17  <b>felt</b> [4] - 95:23, 96:3, 168:7, 182:7  <b>few</b> [27] - 14:22, 34:6, 49:5, 62:23, 64:9, 67:8, 68:23, 116:13, 129:23, 147:21, 174:1, 177:21, 180:1, 209:22, 233:13, 240:25, 265:21, 286:12, 286:14, 296:21, 337:11, 339:6, 358:14, 366:17, 389:7, 392:1, 395:11  <b>fewer</b> [3] - 78:22, 235:24, 255:24  <b>fiat</b> [1] - 108:14  <b>fiber</b> [7] - 56:19, 59:22, 61:5, 111:15, 220:13, 329:15, 344:2  <b>fictional</b> [1] - 352:4  <b>fade</b> [1] - 86:14  <b>field</b> [3] - 228:16, 304:11, 329:18  <b>fifteen</b> [1] - 216:17  <b>figure</b> [7] - 33:11, 99:3, 103:20, 212:23, 229:18, 353:20, 395:18  <b>figured</b> [1] - 305:23  <b>figuring</b> [3] - 305:13, 360:16, 361:24  <b>file</b> [5] - 11:3, 285:25, 301:13, 301:15, 301:22  <b>filed</b> [16] - 22:2, 24:23, 27:17, 27:25, 35:18, 39:5, 48:16, 77:3, 190:9, 190:12, 224:22, 325:6, 325:8, 325:14, 325:16  <b>filling</b> [2] - 325:19, 359:9  <b>fill</b> [2] - 50:21, 105:3</p>
<b>F</b>			
<p><b>face</b> [1] - 39:11  <b>facilities</b> [87] - 6:21, 17:8, 21:21, 29:1, 30:6, 30:8, 31:5, 32:8, 37:12, 38:14, 39:21, 40:7, 44:11, 47:3, 55:17, 56:3, 58:12, 58:20, 58:22, 59:3, 59:8, 64:24, 65:19, 65:23, 68:6, 75:22, 79:7, 81:8, 83:4, 83:5, 83:21, 87:7, 96:22, 96:24, 99:24, 110:7, 110:16, 113:25, 115:2, 115:10, 115:12, 116:8, 117:19, 119:8, 121:11, 121:12, 121:25, 123:20, 123:23, 156:5, 156:7, 156:8, 156:9, 156:11, 156:21, 156:22, 158:7, 171:2, 185:18, 203:11, 240:3, 240:14, 281:25, 282:19, 282:24, 283:4, 283:5, 283:11, 285:17, 286:10, 287:6, 291:24, 292:4, 292:8, 292:23, 293:2, 293:4, 293:5, 304:21, 304:23, 305:3, 305:7, 314:25, 319:5, 329:10, 344:1, 390:20  <b>facilities-based</b> [26] - 6:21, 17:8, 21:21, 31:5, 44:11, 68:6, 79:7, 81:8, 83:5, 83:21, 96:22, 96:24, 99:24, 113:25, 115:12, 116:8, 121:12, 158:7, 203:11, 240:3, 305:3, 314:25, 319:5, 390:20  <b>facility</b> [10] - 89:15, 117:23,</p>	<p>118:10, 118:11, 118:12, 137:22, 154:4, 314:10, 329:11  <b>facility-based</b> [1] - 314:10  <b>fact</b> [43] - 25:25, 26:20, 33:22, 42:13, 46:24, 57:13, 66:12, 74:16, 76:8, 112:1, 153:15, 178:17, 179:22, 181:13, 189:2, 199:18, 201:11, 220:21, 227:16, 237:10, 237:14, 238:13, 240:17, 241:5, 271:5, 274:13, 276:23, 277:23, 279:19, 288:1, 313:22, 313:25, 322:10, 323:14, 334:23, 335:8, 336:1, 372:11, 383:15, 390:11, 390:14, 393:20  <b>factor</b> [12] - 179:18, 195:7, 196:20, 275:25, 276:2, 279:25, 283:20, 336:21, 369:19, 369:21, 369:22, 383:23  <b>factors</b> [7] - 178:14, 179:15, 179:16, 275:7, 282:6, 282:12, 282:17  <b>facts</b> [7] - 238:13, 274:5, 274:14, 274:18, 277:1, 393:24, 394:12  <b>factual</b> [9] - 14:22, 14:23, 24:12, 25:4, 90:1, 96:7, 174:18, 201:8, 393:19  <b>factually</b> [1] - 24:9  <b>failed</b> [1] - 22:20  <b>failure</b> [1] - 225:3  <b>fair</b> [28] - 44:6, 55:18, 56:11, 80:23, 81:5, 93:16, 96:6, 165:17, 175:6, 204:19, 223:14, 255:23, 276:4, 276:5, 286:15, 286:16, 304:17, 306:7, 322:9, 339:20, 352:9, 353:2, 358:23, 359:3, 360:11, 368:2, 378:23  <b>fairly</b> [6] - 63:4, 63:23, 365:2, 366:20, 379:18, 391:17  <b>faith</b> [5] - 84:22, 85:22, 232:8, 232:18  <b>fall</b> [2] - 269:24, 318:23  <b>falling</b> [1] - 68:16  <b>false</b> [4] - 26:20, 76:7, 189:1, 323:13  <b>familiar</b> [15] - 42:6, 115:16, 251:3, 255:17, 257:20, 260:6, 287:17, 317:19, 317:21, 332:16, 333:25, 341:20, 345:1, 357:23, 379:8  <b>familiarity</b> [1] - 260:1  <b>families</b> [1] - 175:14</p>	<p><b>family</b> [8] - 33:7, 33:12, 34:2, 34:4, 34:6, 172:11, 176:1, 209:14  <b>far</b> [23] - 15:20, 21:15, 24:5, 25:8, 49:4, 71:18, 72:7, 72:8, 87:9, 91:4, 94:13, 100:14, 110:1, 110:21, 240:3, 249:21, 270:12, 285:17, 285:22, 287:7, 317:19, 389:17, 394:3  <b>far-away</b> [3] - 285:17, 285:22, 287:7  <b>Fargo</b> [1] - 105:22  <b>fashion</b> [1] - 390:21  <b>fast</b> [5] - 25:1, 70:4, 317:24, 320:19, 390:21  <b>fatally</b> [4] - 147:19, 148:3, 148:12, 148:13  <b>favor</b> [2] - 172:13, 340:1  <b>fax</b> [3] - 133:24, 134:1, 136:16  <b>FCC</b> [95] - 21:11, 78:18, 78:25, 79:12, 79:17, 83:23, 83:25, 88:1, 90:14, 90:23, 93:9, 95:4, 107:9, 107:22, 107:24, 108:3, 108:5, 108:6, 109:20, 112:12, 113:20, 126:8, 126:24, 127:12, 128:12, 130:1, 130:12, 130:17, 145:13, 147:1, 160:10, 160:23, 162:5, 162:23, 163:4, 166:1, 168:17, 168:19, 168:21, 169:18, 170:11, 170:23, 176:19, 178:2, 178:18, 179:14, 183:22, 195:22, 227:5, 227:16, 229:2, 232:25, 247:16, 260:7, 260:12, 264:16, 268:10, 268:14, 269:5, 306:24, 312:24, 326:16, 327:3, 330:15, 331:9, 334:17, 339:20, 340:4, 340:13, 341:17, 342:3, 342:7, 342:12, 358:18, 360:13, 362:7, 363:22, 366:6, 368:19, 369:25, 370:12, 371:5, 371:16, 371:20, 371:24, 376:21, 377:6, 377:19, 383:21, 383:24, 384:1, 384:3, 386:20, 390:15  <b>FCC's</b> [23] - 21:16, 78:14, 78:20, 82:12, 85:5, 99:25, 100:19, 108:18, 130:4, 139:17, 139:21, 139:23, 160:7, 193:25, 195:7, 269:23, 326:18, 339:11, 345:24, 370:11, 375:6, 389:25, 391:11</p>	<p><b>fear</b> [1] - 169:8  <b>feasible</b> [4] - 85:1, 85:11, 85:14, 85:21  <b>features</b> [1] - 219:6  <b>February</b> [17] - 5:7, 5:9, 197:15, 260:21, 261:4, 262:23, 263:17, 263:20, 263:23, 265:8, 265:15, 265:17, 266:10, 293:11, 297:25, 358:4  <b>federal</b> [12] - 91:18, 93:5, 93:7, 169:14, 178:21, 179:19, 211:5, 228:7, 301:16, 329:6, 330:21, 331:1  <b>Federal</b> [5] - 7:23, 7:25, 18:10, 18:12, 368:4  <b>fees</b> [1] - 383:7  <b>feet</b> [5] - 291:25, 292:9, 292:18, 292:23, 344:13  <b>felony</b> [8] - 26:23, 26:24, 76:10, 76:11, 189:5, 323:16, 323:17  <b>felt</b> [4] - 95:23, 96:3, 168:7, 182:7  <b>few</b> [27] - 14:22, 34:6, 49:5, 62:23, 64:9, 67:8, 68:23, 116:13, 129:23, 147:21, 174:1, 177:21, 180:1, 209:22, 233:13, 240:25, 265:21, 286:12, 286:14, 296:21, 337:11, 339:6, 358:14, 366:17, 389:7, 392:1, 395:11  <b>fewer</b> [3] - 78:22, 235:24, 255:24  <b>fiat</b> [1] - 108:14  <b>fiber</b> [7] - 56:19, 59:22, 61:5, 111:15, 220:13, 329:15, 344:2  <b>fictional</b> [1] - 352:4  <b>fade</b> [1] - 86:14  <b>field</b> [3] - 228:16, 304:11, 329:18  <b>fifteen</b> [1] - 216:17  <b>figure</b> [7] - 33:11, 99:3, 103:20, 212:23, 229:18, 353:20, 395:18  <b>figured</b> [1] - 305:23  <b>figuring</b> [3] - 305:13, 360:16, 361:24  <b>file</b> [5] - 11:3, 285:25, 301:13, 301:15, 301:22  <b>filed</b> [16] - 22:2, 24:23, 27:17, 27:25, 35:18, 39:5, 48:16, 77:3, 190:9, 190:12, 224:22, 325:6, 325:8, 325:14, 325:16  <b>filling</b> [2] - 325:19, 359:9  <b>fill</b> [2] - 50:21, 105:3</p>

<p><b>finalized</b> [1] - 371:18  <b>finally</b> [2] - 297:4, 391:1  <b>finance</b> [1] - 369:10  <b>financial</b> [19] - 20:10, 33:18, 33:24, 79:3, 97:7, 98:20, 147:5, 172:18, 195:4, 227:15, 246:20, 246:22, 246:23, 308:4, 308:13, 312:16, 324:17, 381:9  <b>financials</b> [1] - 199:7  <b>fine</b> [24] - 26:25, 72:11, 73:4, 76:12, 116:23, 153:7, 153:24, 153:25, 157:9, 189:6, 192:19, 197:7, 235:3, 249:6, 249:20, 256:11, 261:1, 267:16, 288:19, 291:9, 317:6, 323:18, 355:4, 366:25  <b>finish</b> [9] - 25:21, 73:10, 108:6, 153:22, 161:11, 180:24, 229:11, 281:12, 285:11  <b>finished</b> [2] - 207:12, 346:19  <b>finite</b> [2] - 206:25, 208:6  <b>firm</b> [3] - 20:7, 135:10, 324:21  <b>firm's</b> [2] - 379:11, 379:12  <b>firms</b> [4] - 87:1, 205:16, 324:16, 379:8  <b>firmwide</b> [1] - 324:24  <b>first</b> [60] - 9:25, 13:4, 21:8, 22:14, 26:14, 27:5, 41:25, 59:9, 63:7, 67:17, 76:18, 83:19, 86:1, 87:25, 100:3, 101:19, 139:20, 144:15, 146:3, 160:8, 167:3, 169:25, 173:12, 181:24, 186:20, 189:12, 191:18, 193:17, 199:23, 200:13, 203:25, 206:1, 206:5, 206:8, 211:23, 213:15, 223:8, 245:25, 254:10, 261:24, 278:9, 282:20, 286:25, 295:20, 302:17, 307:9, 313:13, 323:24, 340:17, 347:16, 347:17, 354:5, 358:21, 359:3, 360:19, 362:7, 369:5, 385:5, 388:1, 389:14  <b>fiscal</b> [1] - 60:19  <b>fit</b> [1] - 366:4  <b>five</b> [15] - 26:24, 72:22, 72:23, 72:24, 76:11, 116:12, 136:20, 137:21, 168:12, 189:6, 219:23, 240:16, 244:21, 313:18, 323:17  <b>five-minute</b> [2] - 72:23, 72:24  <b>fix</b> [2] - 43:3, 230:13</p>	<p><b>fixed</b> [4] - 111:12, 147:2, 343:21, 344:10  <b>flash</b> [5] - 160:18, 160:21, 162:8, 163:12, 234:8  <b>flash-cut</b> [1] - 163:12  <b>flawed</b> [8] - 147:19, 147:20, 147:23, 148:3, 148:12, 148:13, 149:7, 149:12  <b>flaws</b> [7] - 308:18, 308:22, 309:8, 309:9, 309:10, 315:16, 371:22  <b>flexibility</b> [1] - 230:19  <b>flip</b> [1] - 37:10  <b>flip-up</b> [1] - 37:10  <b>flippant</b> [1] - 63:7  <b>flooding</b> [1] - 222:9  <b>Florida</b> [1] - 102:14  <b>flow</b> [3] - 155:2, 242:16, 370:14  <b>flowing</b> [1] - 233:25  <b>flows</b> [4] - 133:12, 154:17, 260:6, 260:12  <b>focus</b> [12] - 15:15, 88:12, 91:7, 91:10, 92:3, 93:14, 93:18, 93:19, 95:12, 202:9, 249:24, 389:13  <b>focused</b> [3] - 194:20, 202:8, 324:17  <b>focuses</b> [1] - 113:16  <b>focusing</b> [3] - 92:12, 94:25, 96:10  <b>foist</b> [1] - 295:7  <b>folks</b> [21] - 60:20, 66:25, 67:4, 70:11, 105:17, 212:24, 212:25, 218:3, 222:10, 236:7, 236:11, 237:4, 237:22, 240:22, 241:4, 242:24, 244:7, 244:16, 245:22, 252:13, 336:5  <b>follow</b> [8] - 61:13, 175:2, 188:4, 221:10, 249:5, 249:13, 381:25, 384:5  <b>followed</b> [1] - 339:19  <b>following</b> [11] - 7:18, 18:5, 87:23, 109:14, 264:16, 293:25, 313:12, 327:24, 353:19, 355:17, 385:1  <b>follows</b> [5] - 6:3, 27:6, 76:19, 189:13, 323:25  <b>followup</b> [2] - 76:1, 230:2  <b>food</b> [1] - 317:24  <b>FOR</b> [2] - 2:10, 2:17  <b>for-profit</b> [1] - 395:3  <b>force</b> [1] - 85:1  <b>forced</b> [2] - 96:16, 96:18  <b>forcing</b> [2] - 48:5, 101:2  <b>forecast</b> [6] - 174:17, 194:5, 194:16, 196:4, 310:2, 310:4</p>	<p><b>foregoing</b> [2] - 397:6, 397:10  <b>forestall</b> [1] - 227:20  <b>forget</b> [1] - 125:12  <b>forgot</b> [2] - 54:14, 73:15  <b>forgotten</b> [1] - 47:24  <b>form</b> [8] - 8:19, 12:6, 19:6, 26:4, 130:4, 161:17, 237:9, 238:15  <b>former</b> [2] - 342:24, 389:25  <b>formula</b> [2] - 369:16, 374:22  <b>forth</b> [9] - 79:11, 99:22, 179:25, 180:4, 221:20, 245:13, 287:14, 301:11, 335:3  <b>forward</b> [23] - 15:7, 163:23, 168:6, 198:16, 211:21, 215:21, 225:23, 269:5, 271:2, 272:12, 272:13, 313:18, 341:6, 341:10, 345:11, 345:18, 374:23, 375:18, 376:11, 376:16, 390:16, 390:23, 391:18  <b>forward-looking</b> [10] - 163:23, 271:2, 272:12, 341:10, 345:11, 345:18, 374:23, 375:18, 376:11, 376:16  <b>foundation</b> [7] - 39:12, 39:15, 72:15, 315:10, 315:12, 315:23, 348:4  <b>foundational</b> [2] - 39:1, 315:19  <b>four</b> [15] - 15:23, 25:20, 28:13, 149:6, 167:23, 183:16, 183:20, 183:25, 195:15, 195:18, 240:12, 242:16, 275:7, 358:25, 390:2  <b>four-hour</b> [1] - 15:23  <b>four-state</b> [1] - 28:13  <b>four-tenths</b> [5] - 167:23, 183:16, 183:20, 183:25, 390:2  <b>fraction</b> [1] - 220:5  <b>frame</b> [15] - 24:25, 162:3, 194:9, 197:15, 197:24, 212:2, 225:1, 225:7, 239:21, 240:4, 240:8, 240:11, 246:1, 324:15, 369:23  <b>frames</b> [1] - 160:24  <b>framing</b> [1] - 24:19  <b>franchise</b> [9] - 35:23, 38:2, 39:17, 40:10, 45:16, 45:18, 45:21, 48:6, 48:7  <b>franchised</b> [1] - 46:25  <b>frankly</b> [15] - 28:13, 29:7, 30:23, 31:15, 34:7, 42:6, 48:25, 49:6, 57:25, 66:6, 75:24, 118:7, 217:6,</p>	<p>388:20, 395:12  <b>freak</b> [1] - 221:3  <b>free</b> [4] - 180:3, 188:9, 311:15, 342:6  <b>fresh</b> [1] - 323:4  <b>Friday</b> [3] - 156:16, 347:13, 357:21  <b>friends</b> [1] - 180:1  <b>front</b> [11] - 189:23, 190:7, 190:12, 215:5, 263:2, 291:25, 292:23, 324:25, 325:2, 326:7, 345:23  <b>frustration</b> [1] - 66:24  <b>full</b> [9] - 31:24, 81:8, 121:14, 189:18, 218:4, 218:5, 309:8, 309:10, 324:4  <b>fully</b> [13] - 36:6, 205:14, 244:12, 247:24, 251:7, 257:20, 259:16, 305:24, 306:2, 306:20, 307:1, 362:24, 391:10  <b>fun</b> [1] - 286:11  <b>functional</b> [1] - 177:3  <b>Fund</b> [16] - 127:16, 127:18, 128:10, 140:21, 144:18, 170:20, 313:2, 313:4, 313:6, 313:9, 362:3, 362:5, 362:17, 362:24, 364:22, 382:17  <b>fund</b> [12] - 128:9, 144:18, 362:23, 363:1, 363:18, 363:19, 363:21, 363:23, 364:4, 383:15, 383:17, 383:19  <b>fundamental</b> [4] - 187:21, 294:10, 295:6, 392:12  <b>funded</b> [1] - 362:24  <b>funding</b> [4] - 329:7, 330:21, 331:12, 363:15  <b>Funding</b> [1] - 363:14  <b>funds</b> [3] - 313:9, 382:17, 383:19  <b>funny</b> [1] - 265:21  <b>FURTHER</b> [1] - 397:9  <b>future</b> [2] - 194:1, 352:12</p>
<b>G</b>			
			<p><b>gain</b> [2] - 54:21, 55:6  <b>gaining</b> [1] - 170:25  <b>gains</b> [1] - 100:17  <b>gas</b> [9] - 43:19, 43:20, 43:25, 44:1, 44:9, 44:10, 64:12, 64:13, 64:16  <b>gasoline</b> [1] - 64:13  <b>gates</b> [1] - 86:20  <b>GATES</b> [2] - 3:13, 76:17  <b>Gates</b> [54] - 4:6, 7:19, 9:13, 18:6, 20:1, 76:4, 76:5,</p>

<p>76:23, 80:11, 86:7, 87:24, 88:14, 96:4, 96:15, 97:18, 98:23, 100:5, 101:23, 102:23, 107:8, 113:11, 133:1, 145:11, 148:4, 149:14, 150:5, 150:18, 153:13, 153:14, 154:15, 155:14, 158:16, 164:9, 166:10, 168:3, 170:10, 171:11, 171:23, 181:7, 188:12, 195:22, 201:11, 205:7, 217:11, 231:9, 233:3, 247:11, 248:19, 335:5, 335:17, 337:22, 373:21, 379:23, 380:3</p> <p><b>Gates'</b> [3] - 79:24, 158:12, 241:7</p> <p><b>gather</b> [4] - 230:16, 239:13, 239:14, 379:13</p> <p><b>gathering</b> [1] - 379:14</p> <p><b>geez</b> [1] - 392:17</p> <p><b>GENBAND</b> [3] - 209:11, 222:25</p> <p><b>general</b> [19] - 20:9, 33:15, 33:25, 149:16, 184:21, 186:25, 189:19, 258:11, 260:9, 307:13, 321:2, 333:16, 334:2, 348:22, 356:11, 368:24, 369:1, 369:9, 380:22</p> <p><b>generally</b> [22] - 47:5, 57:19, 59:21, 69:14, 86:16, 86:21, 86:24, 105:6, 114:13, 114:15, 117:24, 121:23, 129:13, 155:18, 156:25, 163:3, 168:18, 255:20, 317:16, 334:10, 341:22, 379:9</p> <p><b>generate</b> [2] - 351:1, 351:2</p> <p><b>generated</b> [1] - 350:24</p> <p><b>gentlemen</b> [3] - 36:12, 109:10, 157:10</p> <p><b>genuinely</b> [1] - 149:15</p> <p><b>geographic</b> [1] - 180:8</p> <p><b>geographical</b> [1] - 58:19</p> <p><b>gigabit</b> [2] - 31:18, 57:9</p> <p><b>given</b> [23] - 24:24, 54:25, 67:5, 67:6, 71:13, 83:14, 92:18, 96:4, 99:25, 100:14, 146:25, 201:11, 206:21, 219:1, 219:9, 227:16, 298:3, 324:10, 328:17, 340:7, 362:21, 381:6, 387:23</p> <p><b>glad</b> [1] - 326:13</p> <p><b>Glasgow</b> [1] - 252:23</p> <p><b>glide</b> [20] - 127:3, 127:9, 127:20, 160:22, 162:6, 163:9, 163:11, 166:3, 168:8, 168:10, 183:11,</p>	<p>268:11, 269:5, 271:6, 381:19, 381:24, 381:25, 382:2, 382:12, 382:15</p> <p><b>global</b> [1] - 334:6</p> <p><b>glove</b> [1] - 243:19</p> <p><b>goal</b> [1] - 127:5</p> <p><b>goals</b> [2] - 79:10, 79:21</p> <p><b>Golf</b> [1] - 34:12</p> <p><b>good-faith</b> [2] - 84:22, 85:22</p> <p><b>govern</b> [1] - 268:15</p> <p><b>government</b> [2] - 45:16, 228:7</p> <p><b>grab</b> [1] - 277:25</p> <p><b>grand</b> [1] - 240:10</p> <p><b>grandma</b> [1] - 120:10</p> <p><b>grant</b> [7] - 14:14, 15:24, 26:6, 95:18, 95:22, 203:5, 315:12</p> <p><b>granted</b> [5] - 24:13, 201:5, 210:15, 210:21</p> <p><b>grantor</b> [1] - 38:2</p> <p><b>grants</b> [1] - 95:19</p> <p><b>graph</b> [7] - 61:15, 62:10, 62:25, 190:19, 197:11, 197:14, 198:5</p> <p><b>Graph</b> [1] - 4:22</p> <p><b>graphs</b> [2] - 29:18, 64:4</p> <p><b>gray</b> [1] - 339:16</p> <p><b>great</b> [4] - 163:2, 222:6, 231:6, 231:18</p> <p><b>greater</b> [2] - 237:1, 381:23</p> <p><b>greatest</b> [1] - 101:9</p> <p><b>Greenwood</b> [1] - 5:5</p> <p><b>gross</b> [1] - 369:18</p> <p><b>ground</b> [6] - 231:19, 315:8, 315:9, 315:11, 315:12, 348:5</p> <p><b>grounds</b> [1] - 313:13</p> <p><b>group</b> [7] - 40:12, 175:16, 175:21, 175:22, 209:19, 252:11, 350:4</p> <p><b>Group</b> [1] - 176:11</p> <p><b>groups</b> [1] - 353:12</p> <p><b>grow</b> [1] - 31:21</p> <p><b>growing</b> [3] - 29:1, 69:11, 392:18</p> <p><b>grown</b> [1] - 176:3</p> <p><b>grows</b> [2] - 46:22, 369:20</p> <p><b>growth</b> [17] - 28:15, 28:17, 47:1, 110:9, 194:4, 205:17, 206:2, 235:19, 237:10, 311:23, 311:24, 312:1, 312:4, 312:9, 312:17, 335:15, 392:7</p> <p><b>guess</b> [49] - 16:14, 20:18, 25:7, 34:22, 38:15, 44:2, 48:20, 51:17, 52:2, 54:18, 55:7, 62:19, 63:17, 69:14, 86:16, 89:13, 105:1, 105:13, 109:19, 111:12,</p>	<p>130:18, 142:10, 153:2, 153:21, 164:9, 166:22, 172:16, 173:16, 179:8, 228:17, 236:15, 246:6, 248:7, 248:11, 263:15, 264:24, 265:2, 298:20, 307:5, 340:11, 349:5, 349:6, 352:10, 373:15, 377:16, 377:18, 378:4, 383:14, 387:12</p> <p><b>guessing</b> [1] - 230:9</p> <p><b>guest</b> [1] - 253:15</p> <p><b>guide</b> [2] - 183:16, 186:10</p> <p><b>guidelines</b> [3] - 186:10, 224:16, 264:17</p> <p><b>gut</b> [1] - 273:17</p> <p><b>guy</b> [1] - 94:19</p> <p><b>guys</b> [7] - 66:23, 157:16, 173:13, 222:3, 245:19, 270:14, 384:5</p>	<p><b>harmed</b> [2] - 12:15, 170:4</p> <p><b>harms</b> [1] - 145:2</p> <p><b>Harrington</b> [51] - 3:3, 3:5, 3:10, 3:11, 3:12, 3:14, 3:15, 3:16, 3:19, 3:20, 3:22, 3:23, 5:7, 5:9, 9:10, 10:13, 11:18, 13:17, 16:8, 19:19, 20:19, 22:23, 26:9, 27:8, 61:14, 71:15, 94:6, 158:17, 183:6, 188:7, 188:13, 202:24, 213:24, 249:14, 259:10, 269:12, 284:22, 289:8, 295:18, 297:22, 309:20, 314:14, 314:18, 315:11, 327:4, 338:22, 374:17, 378:3, 387:9, 389:4, 391:23</p> <p><b>HARRINGTON</b> [224] - 2:2, 9:9, 13:19, 16:9, 19:19, 20:21, 26:11, 26:13, 27:9, 27:11, 32:10, 32:16, 33:10, 34:18, 36:9, 36:17, 38:5, 38:15, 38:20, 46:7, 47:10, 50:25, 53:25, 56:9, 59:9, 61:12, 64:6, 64:8, 68:20, 70:21, 71:3, 71:11, 71:20, 71:24, 72:2, 72:11, 72:18, 73:2, 75:5, 75:11, 75:14, 75:25, 76:3, 76:21, 79:23, 80:4, 80:7, 83:7, 87:16, 96:12, 98:12, 101:13, 101:17, 109:15, 116:14, 116:23, 125:12, 145:18, 145:23, 148:7, 150:8, 150:11, 150:14, 153:14, 153:19, 153:24, 154:5, 156:1, 156:15, 157:5, 157:12, 157:18, 157:23, 158:15, 158:19, 164:4, 164:15, 166:16, 166:19, 173:14, 183:7, 183:9, 184:6, 184:17, 188:8, 188:15, 192:1, 192:8, 192:11, 192:16, 192:19, 192:23, 194:25, 196:2, 197:4, 198:23, 199:3, 199:6, 199:15, 200:19, 201:15, 202:15, 206:24, 207:1, 207:7, 207:12, 208:8, 229:7, 231:4, 231:11, 231:15, 231:25, 234:22, 234:25, 244:19, 248:22, 249:16, 254:18, 258:1, 258:7, 261:10, 261:14, 261:19, 261:22, 265:4, 265:13, 265:25, 266:3, 266:5, 266:17, 266:25, 267:4, 267:12, 267:18, 269:3, 269:14, 269:17, 269:22, 270:1, 270:16, 270:21, 273:1,</p>
<b>H</b>			
		<p><b>hair</b> [1] - 339:16</p> <p><b>half</b> [5] - 94:4, 195:5, 195:20, 239:2, 394:16</p> <p><b>half-hour</b> [1] - 94:4</p> <p><b>halfway</b> [1] - 346:11</p> <p><b>Hampshire</b> [1] - 2:4</p> <p><b>hand</b> [10] - 76:15, 77:6, 77:17, 78:16, 189:9, 262:1, 323:21, 347:11, 356:24, 357:1</p> <p><b>handed</b> [1] - 263:11</p> <p><b>handful</b> [1] - 336:7</p> <p><b>handheld</b> [1] - 36:15</p> <p><b>handing</b> [1] - 346:4</p> <p><b>handle</b> [5] - 56:7, 204:24, 219:12, 278:23, 373:25</p> <p><b>handled</b> [3] - 123:15, 220:14, 374:12</p> <p><b>handling</b> [1] - 373:23</p> <p><b>hands</b> [3] - 123:25, 230:14, 337:2</p> <p><b>hang</b> [1] - 335:11</p> <p><b>hanging</b> [1] - 237:6</p> <p><b>Hansen</b> [1] - 147:17</p> <p><b>happy</b> [8] - 72:18, 145:23, 154:2, 154:6, 160:16, 192:20, 261:1, 329:5</p> <p><b>hard</b> [9] - 36:7, 87:22, 170:3, 176:20, 244:20, 297:8, 363:22, 390:13, 395:16</p> <p><b>harder</b> [1] - 256:19</p> <p><b>hardship</b> [3] - 168:13, 168:21, 169:6</p> <p><b>harm</b> [7] - 11:21, 11:25, 12:4, 78:15, 79:13, 107:6, 131:23</p>	

<p>273:5, 274:8, 274:9, 278:2, 278:6, 280:13, 281:10, 281:14, 281:19, 284:24, 285:4, 285:6, 285:11, 285:15, 286:25, 287:4, 288:15, 288:19, 288:22, 288:25, 289:9, 289:10, 295:19, 298:24, 299:3, 299:16, 299:23, 299:25, 309:6, 313:10, 314:21, 315:24, 316:25, 317:9, 320:18, 322:20, 327:5, 327:14, 327:19, 328:1, 328:3, 328:14, 328:20, 338:23, 339:2, 339:4, 343:7, 343:10, 346:6, 346:9, 346:13, 347:25, 348:3, 348:8, 348:9, 354:1, 354:4, 356:20, 357:1, 357:9, 366:25, 367:2, 367:12, 367:14, 368:7, 368:10, 368:13, 373:10, 373:14, 374:3, 384:6, 384:9, 385:10, 385:18, 386:14, 387:10, 387:17, 387:20, 387:23, 389:5, 396:14, 396:21</p> <p><b>Harrington's</b> [1] - 48:12</p> <p><b>Harvey</b> [1] - 74:16</p> <p><b>hate</b> [2] - 15:11, 49:14</p> <p><b>hauled</b> [1] - 117:21</p> <p><b>hauls</b> [1] - 154:24</p> <p><b>HCLS</b> [1] - 372:13</p> <p><b>head</b> [6] - 7:6, 17:18, 58:15, 212:15, 221:21, 303:4</p> <p><b>heads</b> [1] - 55:5</p> <p><b>health</b> [1] - 173:21</p> <p><b>hear</b> [11] - 22:8, 101:15, 101:16, 180:22, 231:21, 247:13, 247:19, 247:20, 248:19, 287:20, 365:13</p> <p><b>heard</b> [22] - 23:23, 52:14, 99:7, 99:10, 100:22, 101:16, 155:16, 155:21, 205:7, 211:24, 214:1, 217:10, 217:11, 230:8, 241:7, 242:7, 247:11, 291:7, 309:9, 365:9, 394:18, 395:8</p> <p><b>hearing</b> [21] - 6:16, 8:8, 8:15, 8:23, 11:5, 12:2, 12:9, 12:11, 16:15, 17:3, 18:20, 19:10, 94:25, 95:10, 109:14, 157:21, 307:18, 310:11, 310:12, 320:8, 396:16</p> <p><b>heart</b> [1] - 103:1</p> <p><b>heck</b> [1] - 241:25</p> <p><b>held</b> [1] - 334:10</p> <p><b>help</b> [16] - 50:24, 79:6, 83:13,</p>	<p>87:2, 91:9, 92:7, 97:18, 139:13, 221:25, 222:3, 222:11, 224:13, 228:20, 317:25, 321:12, 392:18</p> <p><b>helpful</b> [2] - 97:22, 173:9</p> <p><b>helps</b> [1] - 329:9</p> <p><b>HEREBY</b> [2] - 397:5, 397:9</p> <p><b>herein</b> [1] - 6:1</p> <p><b>hereinbefore</b> [1] - 397:7</p> <p><b>Herigstad</b> [2] - 2:14, 20:7</p> <p><b>hesitant</b> [1] - 265:4</p> <p><b>hesitate</b> [1] - 108:16</p> <p><b>high</b> [57] - 50:13, 50:17, 65:6, 65:10, 130:7, 130:10, 130:13, 131:4, 163:7, 165:15, 165:19, 170:23, 176:16, 177:4, 177:17, 178:9, 213:2, 215:24, 307:1, 329:4, 329:5, 329:10, 329:24, 330:10, 330:11, 330:12, 330:18, 331:5, 331:12, 331:21, 331:24, 332:2, 332:13, 332:24, 334:15, 340:1, 361:20, 368:16, 368:19, 368:25, 369:7, 370:4, 370:10, 370:15, 370:25, 371:3, 371:11, 372:14, 372:18, 373:1, 373:4, 373:6, 376:19, 380:9, 391:15, 391:21, 396:8</p> <p><b>high-cost</b> [33] - 50:13, 50:17, 65:6, 65:10, 329:4, 329:5, 329:24, 330:11, 330:12, 330:18, 331:5, 331:12, 331:21, 331:24, 332:2, 332:13, 332:24, 368:16, 368:19, 368:25, 369:7, 370:4, 370:10, 370:15, 370:25, 371:3, 371:11, 372:14, 372:18, 373:1, 373:4, 373:6, 376:19</p> <p><b>high-density</b> [1] - 396:8</p> <p><b>high-powered</b> [1] - 177:17</p> <p><b>high-quality</b> [1] - 391:21</p> <p><b>high-speed</b> [3] - 176:16, 177:4, 215:24</p> <p><b>higher</b> [9] - 111:20, 126:4, 152:2, 152:12, 179:4, 237:3, 318:2, 318:6, 390:2</p> <p><b>highest</b> [1] - 380:12</p> <p><b>highlighting</b> [1] - 184:15</p> <p><b>highly</b> [2] - 68:19, 208:4</p> <p><b>hikes</b> [1] - 62:17</p> <p><b>hire</b> [8] - 45:2, 45:11, 105:15, 110:16, 206:15, 207:17, 208:4, 222:17</p> <p><b>hired</b> [1] - 307:12</p> <p><b>hiring</b> [2] - 45:6, 244:9</p> <p><b>historically</b> [1] - 369:12</p>	<p><b>history</b> [1] - 81:21</p> <p><b>hit</b> [1] - 154:23</p> <p><b>hmm</b> [19] - 82:17, 123:5, 136:25, 142:17, 149:2, 248:15, 252:12, 255:14, 276:10, 276:12, 276:15, 276:18, 276:20, 278:14, 280:19, 283:15, 285:20, 312:3, 355:23</p> <p><b>HOGUE</b> [196] - 2:13, 9:19, 9:24, 10:23, 11:1, 11:7, 11:16, 12:23, 13:7, 13:13, 13:25, 16:13, 16:21, 20:6, 20:15, 22:13, 32:14, 32:19, 32:21, 33:11, 33:19, 34:11, 34:24, 35:2, 36:11, 36:22, 38:11, 38:18, 39:13, 39:24, 40:1, 40:22, 41:1, 41:3, 41:15, 41:16, 46:18, 47:16, 47:24, 48:11, 49:25, 50:18, 50:22, 51:3, 54:5, 54:8, 54:14, 55:11, 56:11, 59:17, 61:8, 68:23, 69:2, 71:1, 71:7, 71:8, 71:14, 73:13, 73:14, 75:9, 80:1, 80:10, 83:11, 84:8, 87:24, 88:14, 89:22, 92:4, 92:14, 93:18, 93:25, 94:4, 95:14, 96:15, 98:23, 101:15, 101:20, 102:5, 109:12, 109:18, 114:3, 114:7, 116:19, 117:17, 129:25, 130:1, 145:9, 145:10, 146:6, 148:11, 150:9, 150:17, 154:15, 156:24, 157:3, 157:19, 164:6, 164:8, 164:19, 166:18, 166:25, 170:10, 181:7, 183:5, 184:8, 188:6, 188:19, 189:16, 190:22, 190:25, 191:5, 191:9, 191:13, 191:15, 192:14, 192:17, 193:4, 193:10, 195:14, 195:21, 197:8, 198:14, 198:17, 198:21, 199:1, 199:4, 199:16, 202:2, 203:2, 207:15, 208:14, 209:1, 210:13, 213:21, 214:3, 214:4, 217:7, 223:12, 230:1, 230:4, 230:6, 231:3, 231:9, 231:13, 232:2, 234:21, 238:2, 245:3, 249:3, 249:6, 249:10, 254:15, 258:5, 266:19, 266:22, 267:2, 269:1, 273:3, 274:7, 277:25, 284:21, 287:2, 293:16, 299:8, 299:13, 314:5, 316:3, 316:5, 317:8, 317:11, 320:14, 322:24, 323:2, 323:9, 324:3, 328:7,</p>	<p>328:11, 328:23, 328:25, 331:3, 333:11, 338:20, 346:8, 348:2, 348:6, 368:9, 368:11, 373:12, 373:19, 374:10, 386:17, 387:4, 387:6, 392:1, 396:13, 396:22</p> <p><b>Hogue</b> [83] - 3:4, 3:6, 3:11, 3:12, 3:15, 3:16, 3:18, 3:19, 3:22, 3:24, 5:7, 5:10, 6:4, 9:17, 9:19, 9:21, 11:13, 11:23, 12:13, 12:21, 15:1, 16:12, 16:20, 20:6, 22:11, 24:4, 32:18, 36:20, 40:20, 42:1, 55:8, 65:6, 65:12, 65:18, 67:12, 68:1, 68:10, 73:11, 75:6, 75:16, 80:8, 89:14, 107:15, 109:8, 129:4, 129:24, 145:7, 160:10, 170:9, 171:8, 172:19, 184:7, 188:17, 189:14, 190:14, 197:7, 198:25, 203:1, 213:20, 217:18, 223:11, 229:24, 265:16, 265:18, 267:1, 293:12, 294:20, 295:21, 297:25, 299:5, 299:7, 314:4, 316:2, 323:1, 323:8, 326:3, 357:21, 366:16, 366:23, 386:15, 388:22, 391:24</p> <p><b>Hogue's</b> [4] - 11:20, 13:21, 266:10, 267:8</p> <p><b>hold</b> [3] - 215:11, 217:3, 333:14</p> <p><b>holding</b> [1] - 189:25</p> <p><b>hole</b> [1] - 94:1</p> <p><b>holes</b> [2] - 314:15, 315:20</p> <p><b>home</b> [11] - 112:7, 154:22, 171:21, 203:23, 214:23, 215:1, 305:5, 329:15, 329:16, 338:17, 382:24</p> <p><b>homes</b> [2] - 237:14, 237:22</p> <p><b>honest</b> [4] - 213:18, 214:9, 262:25, 299:24</p> <p><b>honestly</b> [3] - 263:3, 309:22, 322:7</p> <p><b>honesty</b> [2] - 202:16, 261:16</p> <p><b>Honor</b> [59] - 20:21, 26:11, 27:9, 32:19, 39:13, 40:24, 54:5, 64:6, 68:23, 73:13, 92:14, 95:15, 96:13, 116:5, 157:23, 158:15, 164:6, 176:24, 178:18, 180:10, 185:22, 187:4, 188:8, 188:11, 192:1, 198:14, 198:21, 201:15, 202:3, 206:24, 207:1, 207:8, 211:19, 212:7, 229:7, 230:5, 231:5, 231:16,</p>
---	---	--	---

<p>234:25, 244:19, 289:9, 293:17, 298:24, 299:16, 313:11, 314:5, 314:21, 315:24, 322:22, 327:5, 327:19, 338:23, 348:8, 373:12, 388:15, 389:5, 392:1, 396:15, 396:21</p> <p><b>hook</b> [3] - 123:18, 210:5, 225:13</p> <p><b>hooked</b> [1] - 117:22</p> <p><b>hope</b> [1] - 143:21</p> <p><b>hopefully</b> [3] - 54:21, 90:12, 180:25</p> <p><b>hoping</b> [2] - 145:16, 288:25</p> <p><b>hospital</b> [1] - 137:23</p> <p><b>hot</b> [1] - 116:11</p> <p><b>Hotel</b> [1] - 287:18</p> <p><b>hour</b> [5] - 13:24, 15:23, 94:4, 229:9, 317:25</p> <p><b>hourly</b> [2] - 306:4, 379:12</p> <p><b>hours</b> [2] - 25:20, 91:5</p> <p><b>house</b> [6] - 120:15, 122:3, 122:9, 122:10, 122:13, 394:9</p> <p><b>households</b> [1] - 237:2</p> <p><b>housekeeping</b> [1] - 193:9</p> <p><b>housing</b> [4] - 61:2, 67:6, 67:8, 237:11</p> <p><b>HR</b> [1] - 45:10</p> <p><b>huge</b> [5] - 62:17, 128:19, 169:9, 216:15, 216:21</p> <p><b>hundred</b> [13] - 57:9, 110:6, 110:8, 135:23, 276:11, 277:3, 277:22, 332:19, 334:13, 351:1, 355:21, 377:2</p> <p><b>hundred-million-dollar</b> [1] - 57:9</p> <p><b>hung</b> [2] - 214:21, 216:22</p> <p><b>hypothetical</b> [4] - 140:23, 277:20, 279:19, 280:11</p> <p><b>hypothetically</b> [1] - 277:20</p>	<p><b>ideas</b> [3] - 15:5, 367:20, 367:22</p> <p><b>identification</b> [1] - 190:7</p> <p><b>identified</b> [11] - 85:5, 117:1, 130:17, 151:22, 156:4, 174:16, 183:23, 199:19, 293:23, 298:21, 332:10</p> <p><b>identify</b> [18] - 9:7, 19:18, 20:4, 50:6, 103:7, 119:13, 133:2, 138:24, 138:25, 173:21, 190:2, 191:16, 293:19, 293:22, 294:13, 294:14, 296:4, 342:8</p> <p><b>identifying</b> [2] - 132:13, 298:10</p> <p><b>identity</b> [1] - 133:6</p> <p><b>idly</b> [1] - 243:21</p> <p><b>ILEC</b> [4] - 86:23, 133:25, 151:16, 220:4</p> <p><b>illustrate</b> [2] - 193:18, 220:8</p> <p><b>illustrating</b> [1] - 38:25</p> <p><b>imagine</b> [7] - 13:8, 13:10, 42:2, 58:7, 118:24, 205:19, 216:18</p> <p><b>imbalance</b> [3] - 124:14, 169:11, 277:17</p> <p><b>imbalanced</b> [2] - 378:17, 378:21</p> <p><b>immediate</b> [2] - 160:18, 221:12</p> <p><b>immediately</b> [4] - 100:12, 108:23, 112:13, 210:22</p> <p><b>impact</b> [17] - 113:5, 128:10, 179:16, 186:6, 190:19, 193:11, 195:7, 200:15, 220:1, 223:21, 226:23, 309:18, 349:9, 357:17, 363:12, 364:3, 372:15</p> <p><b>Impact</b> [1] - 4:23</p> <p><b>impacted</b> [4] - 222:2, 370:23, 371:2, 372:22</p> <p><b>impacts</b> [1] - 194:18</p> <p><b>impasse</b> [1] - 94:13</p> <p><b>impasses</b> [4] - 91:13, 184:19, 186:23, 187:17</p> <p><b>implementation</b> [4] - 22:25, 23:3, 201:10, 208:24</p> <p><b>implementing</b> [1] - 124:25</p> <p><b>implicit</b> [4] - 131:22, 169:1, 178:9, 178:16</p> <p><b>important</b> [15] - 21:19, 21:24, 22:5, 28:18, 29:10, 107:15, 128:7, 128:17, 187:12, 208:24, 219:17, 225:5, 268:8, 283:20, 391:17</p> <p><b>importantly</b> [1] - 23:9</p> <p><b>impose</b> [1] - 167:14</p> <p><b>imposed</b> [4] - 27:1, 76:13, 189:7, 323:19</p> <p><b>imposes</b> [1] - 78:22</p>	<p><b>impossible</b> [1] - 280:16</p> <p><b>impression</b> [2] - 95:8, 297:22</p> <p><b>imprisonment</b> [4] - 26:25, 76:12, 189:6, 323:18</p> <p><b>improvement</b> [2] - 245:20, 245:21</p> <p><b>improvements</b> [1] - 57:14</p> <p><b>imputed</b> [1] - 361:25</p> <p><b>inaccuracy</b> [1] - 195:6</p> <p><b>inadvertent</b> [1] - 26:1</p> <p><b>inappropriate</b> [2] - 145:17, 196:7</p> <p><b>INC</b> [1] - 2:18</p> <p><b>Inc</b> [3] - 1:10, 77:1, 290:8</p> <p><b>incentive</b> [3] - 130:24, 334:25, 395:13</p> <p><b>incentives</b> [7] - 126:20, 126:25, 130:10, 131:5, 131:20, 335:3, 335:4</p> <p><b>inclined</b> [3] - 34:23, 93:3, 297:21</p> <p><b>include</b> [22] - 34:5, 85:4, 132:20, 161:14, 161:15, 161:18, 170:6, 252:3, 252:4, 300:9, 300:17, 311:6, 311:9, 311:13, 311:20, 312:22, 313:1, 329:15, 329:17, 343:18, 360:20, 370:4</p> <p><b>included</b> [9] - 14:17, 94:11, 141:7, 193:12, 311:3, 313:19, 369:6, 369:14, 370:6</p> <p><b>includes</b> [9] - 125:18, 140:7, 152:5, 259:1, 312:17, 326:7, 329:14, 329:20, 361:8</p> <p><b>including</b> [9] - 7:17, 18:4, 32:8, 78:23, 130:11, 329:20, 331:12, 380:3, 380:13</p> <p><b>inclusive</b> [1] - 245:15</p> <p><b>inconsistent</b> [4] - 14:15, 78:13, 79:10, 79:11</p> <p><b>inconvenience</b> [5] - 14:4, 16:2, 25:17, 204:12, 227:15</p> <p><b>inconvenient</b> [1] - 176:18</p> <p><b>incorrect</b> [5] - 84:4, 295:21, 297:2, 356:18</p> <p><b>increase</b> [9] - 41:4, 67:23, 127:25, 128:22, 174:12, 216:25, 237:15, 370:10, 377:24</p> <p><b>increased</b> [2] - 28:23, 370:2</p> <p><b>increasing</b> [1] - 68:17</p> <p><b>increasingly</b> [1] - 49:9</p> <p><b>incremental</b> [20] - 108:21, 109:19, 109:20, 110:21,</p>	<p>110:25, 111:8, 111:13, 111:18, 111:19, 112:9, 126:14, 126:17, 131:22, 150:21, 151:7, 164:3, 204:18, 306:19, 306:25, 391:12</p> <p><b>incumbent</b> [12] - 8:3, 18:15, 53:22, 56:6, 86:11, 133:19, 180:13, 180:18, 214:24, 375:10, 375:19, 385:21</p> <p><b>incumbents</b> [1] - 58:1</p> <p><b>incur</b> [2] - 111:8, 285:16</p> <p><b>indefinitely</b> [1] - 297:15</p> <p><b>independent</b> [3] - 222:15, 222:19, 284:23</p> <p><b>index</b> [1] - 369:19</p> <p><b>indicate</b> [7] - 62:9, 184:19, 186:23, 275:9, 350:2, 350:3, 375:5</p> <p><b>indicated</b> [18] - 7:3, 17:15, 75:19, 161:9, 162:7, 206:10, 212:24, 259:9, 268:7, 273:7, 273:24, 296:10, 308:24, 341:3, 348:21, 366:23, 388:10, 397:8</p> <p><b>indicating</b> [2] - 176:22, 187:16</p> <p><b>indication</b> [2] - 92:18, 297:25</p> <p><b>indicative</b> [1] - 350:25</p> <p><b>indicators</b> [1] - 282:25</p> <p><b>indirect</b> [1] - 371:23</p> <p><b>indirectly</b> [1] - 320:5</p> <p><b>individual</b> [15] - 31:15, 31:16, 42:12, 220:10, 235:11, 276:2, 279:18, 306:11, 311:2, 329:25, 330:2, 334:4, 380:6</p> <p><b>industry</b> [7] - 116:6, 135:9, 168:17, 203:14, 234:2, 324:14, 332:23</p> <p><b>Industry</b> [1] - 236:18</p> <p><b>inefficient</b> [1] - 259:13</p> <p><b>infinite</b> [1] - 206:23</p> <p><b>inflate</b> [1] - 337:14</p> <p><b>inflation</b> [2] - 369:19, 369:22</p> <p><b>inform</b> [1] - 122:17</p> <p><b>information</b> [22] - 28:10, 38:7, 41:12, 72:17, 102:25, 129:16, 132:20, 183:17, 197:23, 220:7, 247:5, 263:5, 298:22, 313:14, 313:24, 337:4, 350:5, 350:6, 365:17, 379:13, 379:15</p> <p><b>infrastructure</b> [1] - 224:13</p> <p><b>infused</b> [1] - 56:19</p> <p><b>inherited</b> [1] - 57:2</p> <p><b>initial</b> [9] - 7:13, 17:25, 52:23, 58:2, 77:21, 87:9,</p>
<p style="text-align: center;"><b>I</b></p> <p><b>ICA</b> [1] - 187:19</p> <p><b>ICC</b> [1] - 368:5</p> <p><b>ice</b> [1] - 72:5</p> <p><b>ICLS</b> [1] - 373:3</p> <p><b>ID</b> [4] - 60:4, 60:8, 60:13, 122:23</p> <p><b>idea</b> [16] - 32:6, 41:6, 51:5, 53:10, 53:11, 53:21, 62:16, 65:9, 87:19, 104:8, 197:3, 217:16, 245:1, 248:5, 265:11, 295:13</p> <p><b>ideal</b> [5] - 205:18, 211:25, 212:1, 212:2, 212:3</p> <p><b>ideally</b> [1] - 244:1</p>			

<p>161:15, 169:9  <b>initialed</b> [1] - 327:22  <b>initiate</b> [1] - 86:15  <b>initiated</b> [2] - 86:14, 242:11  <b>innovative</b> [1] - 145:1  <b>inputting</b> [1] - 135:14  <b>inquiry</b> [1] - 258:21  <b>inside</b> [11] - 41:18, 61:6, 66:16, 66:24, 114:10, 122:12, 132:10, 203:18, 203:19, 203:23, 255:9  <b>install</b> [8] - 29:23, 30:2, 30:4, 63:12, 63:20, 72:7, 118:18, 122:12  <b>installation</b> [5] - 30:5, 30:11, 161:19, 258:8, 304:18  <b>installations</b> [3] - 64:21, 65:3, 220:20  <b>installed</b> [4] - 30:8, 30:9, 66:22, 162:2  <b>installment</b> [1] - 30:12  <b>instance</b> [7] - 66:15, 87:6, 140:14, 176:18, 343:16, 351:12, 363:25  <b>instead</b> [8] - 168:25, 178:12, 178:16, 192:18, 197:14, 197:17, 197:19, 355:15  <b>insufficient</b> [2] - 156:9, 170:21  <b>intended</b> [6] - 8:8, 14:7, 255:2, 328:18, 340:14, 351:22  <b>intensive</b> [2] - 240:15, 338:4  <b>intent</b> [7] - 52:8, 57:21, 185:1, 297:17, 297:18, 326:20, 396:5  <b>intention</b> [2] - 51:17, 392:22  <b>intentioned</b> [1] - 11:23  <b>Inter</b> [1] - 4:13  <b>interact</b> [1] - 177:5  <b>intercarrier</b> [25] - 100:21, 113:9, 127:21, 139:24, 140:6, 142:2, 160:7, 160:20, 163:7, 168:25, 170:2, 171:4, 178:3, 269:24, 271:7, 313:6, 358:8, 358:10, 360:19, 361:2, 361:5, 364:20, 367:18, 368:21, 382:1  <b>interconnect</b> [25] - 7:2, 7:4, 17:14, 17:16, 23:6, 23:17, 57:23, 89:5, 96:17, 96:18, 112:4, 146:16, 166:12, 227:6, 240:20, 245:23, 247:1, 291:20, 292:3, 293:1, 293:14, 343:15, 385:13, 389:9  <b>interconnected</b> [9] - 56:21, 56:24, 57:3, 67:19, 121:11, 282:20, 282:25, 283:6,</p>	<p>334:20  <b>interconnecting</b> [5] - 57:10, 212:8, 213:19, 264:8, 291:10  <b>Interconnection</b> [1] - 258:3  <b>interconnection</b> [164] - 6:22, 8:1, 17:9, 18:13, 21:20, 23:1, 23:4, 46:14, 47:17, 53:12, 54:9, 56:6, 59:1, 65:24, 78:3, 78:4, 79:7, 81:1, 81:4, 81:8, 81:16, 81:23, 82:1, 82:4, 83:5, 83:21, 84:2, 84:6, 84:12, 85:1, 85:4, 85:10, 86:10, 86:23, 87:5, 87:7, 87:9, 88:17, 89:2, 89:15, 89:17, 89:19, 90:17, 91:13, 91:19, 92:2, 92:21, 93:1, 93:4, 93:11, 93:17, 94:9, 94:10, 94:14, 95:8, 95:11, 95:13, 96:8, 96:23, 99:16, 100:12, 101:10, 106:21, 111:22, 112:2, 114:19, 115:12, 115:18, 117:18, 117:19, 118:14, 118:17, 119:2, 119:5, 123:24, 138:7, 143:16, 146:14, 146:20, 148:24, 158:8, 159:15, 161:10, 161:17, 161:18, 161:20, 165:11, 167:19, 168:5, 177:24, 179:22, 180:12, 181:15, 182:19, 184:20, 185:2, 185:4, 185:15, 185:17, 186:2, 186:3, 186:16, 186:17, 186:22, 186:24, 187:18, 187:20, 187:23, 190:16, 199:25, 200:4, 201:13, 205:10, 206:7, 211:21, 213:3, 213:16, 215:21, 217:12, 217:15, 224:16, 225:1, 225:25, 226:2, 226:8, 227:18, 228:9, 229:5, 230:17, 233:6, 241:5, 248:3, 250:11, 260:19, 260:23, 261:3, 263:2, 263:22, 265:1, 266:5, 266:8, 269:8, 283:9, 291:13, 294:4, 294:25, 295:15, 297:5, 297:23, 299:5, 301:21, 314:11, 314:25, 318:25, 319:5, 334:22, 338:1, 343:17, 346:22, 380:18, 384:23, 391:18, 393:4  <b>interconnections</b> [2] - 23:13, 161:8  <b>interconnects</b> [2] - 7:8, 17:20  <b>interest</b> [18] - 47:18, 54:10,</p>	<p>58:25, 80:25, 81:11, 81:15, 81:18, 81:22, 81:25, 89:18, 113:24, 114:16, 164:12, 226:11, 226:17, 241:22, 396:7, 396:10  <b>interested</b> [8] - 71:16, 71:21, 74:8, 115:22, 134:13, 199:18, 284:24, 342:15  <b>interesting</b> [4] - 176:11, 229:15, 235:17, 375:21  <b>interests</b> [2] - 200:13, 226:25  <b>interexchange</b> [4] - 133:23, 162:20, 162:24, 178:10  <b>interface</b> [4] - 117:6, 122:2, 203:16, 305:14  <b>interfacing</b> [1] - 292:16  <b>interim</b> [8] - 92:11, 375:11, 375:19, 376:2, 384:23, 385:22, 386:1, 386:4  <b>interject</b> [3] - 134:11, 200:20, 317:1  <b>intermediate</b> [4] - 336:22, 337:1, 337:3, 337:16  <b>intermodal</b> [4] - 178:7, 240:24, 250:25, 260:2  <b>internal</b> [1] - 251:14  <b>internally</b> [3] - 132:7, 259:15, 291:8  <b>international</b> [3] - 131:17, 382:20, 382:22  <b>Internet</b> [24] - 36:14, 57:4, 109:14, 122:14, 123:8, 163:3, 171:21, 173:6, 176:12, 214:14, 215:1, 215:3, 215:4, 215:7, 215:10, 215:13, 215:24, 216:1, 217:8, 336:10, 336:13, 336:16  <b>interpret</b> [1] - 385:12  <b>interpretation</b> [2] - 170:11, 228:25  <b>interpreting</b> [1] - 87:3  <b>interrupt</b> [3] - 49:14, 204:6, 241:6  <b>interruption</b> [1] - 343:6  <b>interstate</b> [15] - 128:5, 140:7, 330:17, 335:19, 359:6, 360:20, 372:17, 372:19, 372:21, 382:3, 382:10, 382:20, 382:22, 382:25, 383:1  <b>intrastate</b> [1] - 260:8  <b>intraoffice</b> [1] - 121:2  <b>intrastate</b> [9] - 140:7, 140:8, 330:14, 330:16, 330:20, 359:12, 360:21, 382:2, 382:11  <b>intrastate/interstate</b> [1] - 359:4  <b>introduce</b> [1] - 356:21</p>	<p><b>introduced</b> [1] - 149:17  <b>inventing</b> [1] - 15:4  <b>invest</b> [4] - 60:20, 60:21, 128:2, 238:23  <b>investigated</b> [1] - 155:4  <b>investment</b> [5] - 28:23, 57:8, 57:9, 57:12, 57:22  <b>inviting</b> [1] - 294:5  <b>involved</b> [29] - 33:24, 34:3, 60:17, 86:8, 86:9, 86:21, 87:8, 103:24, 105:15, 116:22, 121:17, 133:2, 133:11, 137:18, 152:22, 233:11, 242:6, 246:10, 251:20, 251:21, 277:17, 305:25, 317:2, 344:23, 374:19, 379:3, 379:6, 379:8, 379:11  <b>involvement</b> [1] - 301:2  <b>inward</b> [1] - 219:8  <b>lpads</b> [2] - 176:24, 177:19  <b>lphone</b> [1] - 177:9  <b>irrelevant</b> [1] - 111:22  <b>ISP</b> [21] - 94:11, 123:3, 123:18, 163:1, 163:4, 214:6, 214:17, 214:18, 289:12, 289:14, 289:24, 290:2, 335:6, 335:18, 335:19, 339:12, 339:21, 366:1, 366:6, 366:7, 366:10  <b>ISP-bound</b> [12] - 163:1, 289:12, 289:14, 289:24, 290:2, 335:6, 335:19, 339:12, 339:21, 366:1, 366:6, 366:10  <b>ISPs</b> [2] - 163:4, 335:10  <b>issue</b> [56] - 8:17, 10:17, 19:4, 21:7, 22:24, 24:16, 46:15, 88:24, 90:10, 90:18, 92:19, 92:25, 95:5, 112:19, 116:5, 117:1, 118:21, 121:4, 155:4, 173:18, 177:25, 179:22, 180:15, 180:19, 180:23, 187:3, 201:4, 202:17, 208:16, 214:2, 214:5, 215:18, 216:16, 217:10, 217:23, 223:11, 229:25, 230:7, 239:8, 239:14, 245:4, 246:12, 248:23, 248:24, 254:13, 262:22, 289:15, 290:1, 333:24, 337:9, 340:5, 340:9, 344:7, 365:19, 388:7, 390:17  <b>issued</b> [6] - 8:18, 19:5, 108:15, 163:4, 202:3, 371:20  <b>issues</b> [111] - 7:14, 7:15, 8:13, 14:19, 14:24, 14:25,</p>
--	---	---	---

<p>15:7, 15:16, 18:1, 18:2, 18:25, 20:24, 20:25, 21:18, 22:4, 22:24, 24:1, 24:9, 24:19, 24:23, 25:3, 25:5, 34:21, 40:21, 42:19, 45:10, 46:10, 47:12, 47:15, 47:19, 54:2, 54:3, 66:2, 85:24, 87:4, 87:18, 87:20, 88:11, 88:13, 90:1, 90:21, 91:6, 91:9, 91:11, 92:12, 92:21, 93:14, 93:16, 93:19, 93:21, 94:17, 95:16, 96:8, 130:12, 162:17, 166:8, 176:12, 184:11, 184:13, 184:15, 185:5, 199:17, 199:19, 199:21, 199:23, 201:8, 202:8, 202:11, 202:16, 202:20, 202:22, 208:17, 208:23, 228:5, 229:21, 289:11, 293:20, 293:23, 294:12, 294:13, 294:21, 294:22, 296:1, 296:10, 296:15, 296:21, 297:24, 298:2, 298:8, 298:11, 298:13, 298:14, 298:17, 298:20, 298:21, 298:22, 339:12, 339:18, 365:19, 388:8, 389:7, 389:10, 389:13, 391:1, 393:18, 393:19</p> <p><b>item</b> [1] - 370:12</p> <p><b>items</b> [2] - 247:7, 311:3</p> <p><b>itself</b> [9] - 19:23, 85:17, 85:24, 187:18, 210:21, 237:12, 282:18, 297:4, 350:24</p> <p><b>IXC</b> [1] - 130:21</p>	<p>160:19, 160:21, 161:2, 165:20, 232:23, 268:4</p> <p><b>jump</b> [2] - 136:23, 246:12</p> <p><b>juniper</b> [2] - 117:24, 137:7</p> <p><b>jumping</b> [1] - 211:8</p> <p><b>junction</b> [1] - 24:10</p> <p><b>June</b> [2] - 6:20, 17:7</p> <p><b>jurisdiction</b> [3] - 330:17, 330:20</p> <p><b>jurisdictions'</b> [1] - 330:14</p> <p><b>justification</b> [1] - 391:4</p> <p><b>justifications</b> [1] - 201:23</p> <p><b>justified</b> [2] - 230:22, 390:7</p> <p><b>justify</b> [3] - 40:6, 55:17, 244:11</p>	<p>209:1, 210:13, 221:9, 233:20, 238:2, 241:6, 242:4, 244:22, 245:3, 249:17, 289:8, 298:16, 315:18, 316:1, 316:6, 322:25, 333:12, 337:23, 374:1, 391:9, 394:15, 395:9, 395:24, 395:25</p> <p><b>Kilgore's</b> [7] - 15:3, 147:5, 148:8, 156:18, 190:17, 196:13, 340:18</p> <p><b>kind</b> [26] - 26:7, 34:22, 36:20, 89:18, 92:10, 94:7, 118:7, 124:5, 128:19, 129:20, 134:21, 135:5, 168:8, 175:1, 176:18, 177:6, 183:21, 188:1, 196:20, 222:23, 224:16, 230:14, 274:22, 285:2, 295:21, 339:17</p> <p><b>kinds</b> [4] - 91:15, 126:19, 162:19, 252:2</p> <p><b>knowing</b> [7] - 71:22, 74:8, 204:23, 277:23, 280:8, 314:15, 337:15</p> <p><b>knowledge</b> [13] - 36:7, 41:10, 45:1, 45:6, 102:1, 155:20, 155:22, 213:9, 213:13, 216:9, 272:19, 272:24, 359:19</p> <p><b>knowledgeable</b> [1] - 207:23</p> <p><b>known</b> [3] - 274:4, 274:14, 280:2</p> <p><b>knows</b> [8] - 26:21, 41:9, 41:13, 76:8, 189:3, 317:23, 323:14, 337:8</p> <p><b>Koeser</b> [1] - 60:25</p>	<p><b>landline</b> [9] - 171:12, 171:20, 172:13, 172:19, 175:3, 175:19, 176:2, 176:7, 268:10</p> <p><b>landlines</b> [4] - 171:14, 172:3, 172:5, 173:3</p> <p><b>landscape</b> [2] - 95:4, 175:18</p> <p><b>Lane</b> [1] - 324:7</p> <p><b>language</b> [10] - 86:22, 186:21, 264:20, 289:16, 301:10, 326:7, 327:8, 345:21, 346:20, 384:18</p> <p><b>languages</b> [1] - 266:13</p> <p><b>large</b> [2] - 22:23, 22:24</p> <p><b>largely</b> [1] - 22:23</p> <p><b>larger</b> [4] - 39:8, 316:22, 316:23, 383:19</p> <p><b>largest</b> [3] - 100:11, 237:12, 248:1</p> <p><b>last</b> [37] - 24:7, 32:9, 42:11, 42:21, 52:15, 54:2, 75:23, 108:18, 115:7, 144:2, 147:7, 148:6, 148:7, 153:15, 169:25, 173:25, 182:9, 190:9, 205:25, 218:25, 219:11, 219:22, 221:4, 221:25, 222:9, 244:20, 286:12, 286:13, 287:10, 297:19, 298:9, 332:9, 346:8, 381:8, 393:7, 393:8, 395:21</p> <p><b>late</b> [4] - 58:4, 157:15, 229:17, 326:4</p> <p><b>latitude</b> [2] - 345:9, 375:4</p> <p><b>Law</b> [3] - 2:3, 2:8, 2:14</p> <p><b>law</b> [28] - 6:5, 7:22, 7:24, 18:9, 18:11, 20:7, 25:1, 26:18, 26:19, 47:6, 48:5, 61:2, 76:5, 76:6, 96:2, 169:14, 179:19, 179:20, 188:25, 226:19, 227:2, 227:3, 228:7, 285:22, 298:3, 323:11, 323:12</p> <p><b>lawyer</b> [1] - 301:25</p> <p><b>lawyers</b> [5] - 86:25, 224:21, 224:22, 320:12, 396:19</p> <p><b>lay</b> [4] - 39:14, 86:4, 94:16, 203:14</p> <p><b>layperson</b> [2] - 85:19, 88:3</p> <p><b>leading</b> [1] - 82:20</p> <p><b>leads</b> [2] - 124:5, 376:8</p> <p><b>learn</b> [1] - 104:19</p> <p><b>learning</b> [2] - 241:3, 243:14</p> <p><b>leased</b> [1] - 31:20</p> <p><b>least</b> [17] - 12:18, 12:19, 53:21, 96:9, 96:19, 100:9, 124:9, 130:15, 137:11, 139:20, 151:6, 170:4, 171:25, 196:20, 196:23, 204:6, 369:24</p>
<b>J</b>	<b>K</b>	<b>L</b>	
<p><b>J.G</b> [5] - 2:2, 5:7, 5:9, 9:10, 19:19</p> <p><b>Jamestown</b> [2] - 50:2, 50:4</p> <p><b>January</b> [2] - 30:3, 63:15</p> <p><b>jeopardizes</b> [1] - 393:14</p> <p><b>job</b> [3] - 392:2, 396:18, 396:20</p> <p><b>jobs</b> [7] - 43:9, 105:3, 105:4, 236:4, 252:2, 317:22, 392:8</p> <p><b>Joe</b> [2] - 134:25, 136:7</p> <p><b>joining</b> [1] - 33:7</p> <p><b>Jones</b> [1] - 136:8</p> <p><b>judge/arbitrator</b> [1] - 6:5</p> <p><b>judicial</b> [9] - 23:5, 200:5, 203:6, 204:8, 210:15, 210:16, 210:20, 211:2, 224:11</p> <p><b>July</b> [11] - 107:16, 108:13, 112:22, 126:8, 142:25,</p>	<p><b>Kathy</b> [1] - 5:5</p> <p><b>keep</b> [71] - 21:2, 21:3, 21:12, 21:13, 78:17, 92:8, 92:10, 94:23, 100:19, 107:19, 109:2, 114:22, 124:3, 127:1, 127:6, 131:7, 131:10, 144:15, 154:3, 160:18, 163:12, 163:25, 166:5, 166:6, 167:16, 168:7, 168:13, 168:20, 169:6, 169:17, 170:24, 171:1, 173:3, 178:22, 179:6, 179:7, 179:12, 183:13, 185:10, 194:6, 206:3, 210:23, 216:23, 232:23, 233:5, 233:23, 238:19, 241:15, 243:23, 269:18, 271:3, 272:12, 289:12, 289:25, 317:5, 341:7, 341:11, 345:10, 363:9, 374:23, 375:24, 378:22, 381:18, 381:24, 382:7, 382:16, 385:15, 385:24, 390:1, 393:6</p> <p><b>keeping</b> [4] - 108:1, 173:4, 173:5, 299:23</p> <p><b>keeps</b> [1] - 330:23</p> <p><b>kept</b> [4] - 100:2, 181:23, 181:25, 203:25</p> <p><b>keys</b> [1] - 153:8</p> <p><b>kids</b> [4] - 172:11, 175:17, 175:23, 176:3</p> <p><b>KILGORE</b> [2] - 3:17, 189:11</p> <p><b>Kilgore</b> [48] - 4:20, 7:19, 18:6, 20:8, 93:21, 115:23, 129:14, 148:21, 149:4, 149:15, 150:1, 150:6, 150:15, 188:20, 188:23, 189:17, 189:19, 190:4, 191:15, 193:10, 197:9, 197:25, 199:16, 203:2,</p>	<p><b>labeled</b> [1] - 144:12</p> <p><b>labor</b> [26] - 104:17, 104:19, 150:21, 150:22, 240:15, 245:14, 245:15, 245:16, 246:9, 251:8, 253:4, 257:21, 259:17, 317:16, 317:21, 318:4, 318:5, 318:12, 321:8, 321:10, 321:13, 321:14, 321:17, 338:4, 392:14</p> <p><b>labor-intensive</b> [2] - 240:15, 338:4</p> <p><b>lag</b> [1] - 44:4</p> <p><b>laid</b> [3] - 39:12, 182:1, 203:21</p> <p><b>Lake</b> [5] - 50:2, 50:4, 52:18, 74:16, 74:20</p> <p><b>landing</b> [3] - 233:8, 233:14, 268:11</p>	

<p><b>least-cost</b> [1] - 130:15</p> <p><b>leave</b> [10] - 16:4, 109:6, 143:15, 143:16, 177:11, 194:4, 204:1, 213:25, 378:1, 395:21</p> <p><b>leaves</b> [1] - 155:11</p> <p><b>leaving</b> [2] - 143:17, 143:20</p> <p><b>LEC</b> [4] - 112:21, 375:10, 375:19, 385:21</p> <p><b>LECs</b> [2] - 112:14, 165:22</p> <p><b>led</b> [1] - 326:24</p> <p><b>leeway</b> [1] - 24:8</p> <p><b>left</b> [4] - 20:11, 153:16, 158:13, 161:22</p> <p><b>legacy</b> [1] - 208:2</p> <p><b>legal</b> [10] - 83:8, 84:18, 84:19, 86:2, 86:25, 90:1, 92:22, 201:8, 229:22, 369:10</p> <p><b>legally</b> [1] - 227:14</p> <p><b>legible</b> [1] - 396:1</p> <p><b>legs</b> [1] - 73:6</p> <p><b>lender</b> [1] - 98:18</p> <p><b>lenders</b> [2] - 97:25, 98:8</p> <p><b>length</b> [9] - 30:21, 69:25, 106:13, 116:20, 152:15, 186:8, 231:7, 231:18, 344:15</p> <p><b>lenient</b> [1] - 26:2</p> <p><b>less</b> [11] - 21:19, 22:4, 111:2, 111:20, 119:16, 121:7, 180:7, 240:4, 307:15, 391:5, 392:9</p> <p><b>letter</b> [14] - 5:4, 5:9, 262:24, 265:17, 266:10, 266:12, 267:9, 293:12, 296:20, 296:22, 297:4, 297:9, 297:24, 298:9</p> <p><b>letting</b> [2] - 47:10, 54:11</p> <p><b>level</b> [19] - 28:17, 29:14, 38:3, 80:14, 128:1, 170:23, 174:12, 183:12, 183:14, 201:7, 212:9, 213:2, 213:4, 288:3, 292:17, 334:5, 334:6, 356:10, 377:11</p> <p><b>leveled</b> [1] - 174:21</p> <p><b>leveling</b> [1] - 177:20</p> <p><b>levels</b> [3] - 160:25, 206:3, 334:15</p> <p><b>liability</b> [2] - 241:23, 242:2</p> <p><b>LIDB</b> [1] - 242:25</p> <p><b>lieu</b> [1] - 163:12</p> <p><b>lift</b> [1] - 203:14</p> <p><b>lifted</b> [2] - 203:20, 203:22</p> <p><b>lifting</b> [3] - 46:12, 203:15, 242:8</p> <p><b>light</b> [4] - 90:21, 264:4, 296:13, 297:6</p> <p><b>likelihood</b> [2] - 90:3, 95:20</p> <p><b>likely</b> [9] - 40:18, 56:2, 68:17,</p>	<p>138:15, 179:17, 204:3, 204:21, 352:7, 352:12</p> <p><b>likewise</b> [1] - 267:13</p> <p><b>limine</b> [1] - 23:22</p> <p><b>limit</b> [3] - 279:17, 280:6, 298:20</p> <p><b>limitation</b> [4] - 301:12, 369:5, 369:12, 370:24</p> <p><b>limitations</b> [3] - 123:1, 370:13, 373:3</p> <p><b>limited</b> [14] - 20:23, 47:12, 56:25, 78:3, 78:6, 83:21, 85:3, 120:5, 213:13, 260:3, 333:2, 363:18, 371:9, 389:6</p> <p><b>limiting</b> [1] - 370:17</p> <p><b>limits</b> [21] - 35:21, 35:22, 36:1, 37:6, 37:13, 37:18, 40:8, 41:19, 42:7, 46:20, 46:23, 46:25, 47:9, 61:6, 63:4, 63:5, 114:10, 216:11, 291:4, 294:12, 333:9</p> <p><b>Line</b> [1] - 4:22</p> <p><b>line</b> [76] - 4:11, 15:2, 30:1, 30:3, 31:3, 31:19, 31:20, 33:6, 35:3, 35:11, 37:2, 61:20, 62:3, 62:4, 62:6, 63:18, 74:17, 77:13, 82:6, 113:23, 120:15, 120:16, 120:23, 120:24, 121:10, 142:6, 142:7, 142:9, 144:7, 144:12, 144:13, 144:15, 171:8, 190:18, 191:20, 197:11, 205:20, 234:13, 237:10, 242:1, 247:3, 270:4, 274:1, 274:8, 278:20, 278:23, 278:24, 279:18, 280:7, 282:22, 285:21, 288:11, 309:1, 310:25, 312:9, 330:4, 353:22, 361:17, 361:18, 361:19, 361:20, 364:4, 365:6, 365:22, 372:17, 372:21, 377:2, 377:3, 377:5, 383:1, 384:16, 394:7</p> <p><b>lines</b> [81] - 31:16, 37:2, 43:25, 51:4, 55:11, 64:12, 65:18, 113:13, 128:18, 128:19, 128:21, 128:24, 137:21, 149:3, 169:25, 178:5, 181:17, 181:18, 182:14, 182:18, 191:22, 191:24, 194:23, 197:16, 197:18, 197:19, 197:20, 235:6, 235:12, 235:13, 235:15, 235:22, 235:24, 236:8, 237:18, 247:4, 274:18, 274:20, 275:4, 276:5, 276:8, 276:11,</p>	<p>276:13, 276:21, 277:1, 277:3, 277:4, 277:13, 277:15, 277:21, 277:22, 278:18, 279:7, 279:20, 279:25, 280:8, 281:20, 281:24, 282:7, 282:11, 282:23, 312:2, 312:18, 327:14, 353:11, 353:17, 354:6, 354:16, 354:17, 354:21, 355:5, 355:6, 355:14, 355:19, 367:19, 369:11, 369:17</p> <p><b>linked</b> [1] - 88:18</p> <p><b>linking</b> [1] - 187:23</p> <p><b>list</b> [10] - 102:12, 103:6, 103:15, 184:11, 184:14, 199:21, 257:5, 262:22, 281:23, 296:9</p> <p><b>listed</b> [1] - 257:11</p> <p><b>listen</b> [1] - 147:24</p> <p><b>listening</b> [1] - 289:2</p> <p><b>listing</b> [2] - 74:12, 90:20</p> <p><b>listings</b> [2] - 7:11, 17:23</p> <p><b>lists</b> [1] - 74:18</p> <p><b>literally</b> [6] - 118:7, 118:8, 118:11, 122:21, 136:16, 137:24</p> <p><b>live</b> [26] - 9:1, 13:8, 16:17, 19:13, 29:13, 171:19, 200:23, 201:19, 202:10, 214:15, 229:10, 231:13, 236:7, 249:25, 255:2, 261:17, 268:7, 273:7, 280:22, 302:10, 305:22, 317:18, 348:17, 348:20, 374:11</p> <p><b>lives</b> [1] - 221:6</p> <p><b>living</b> [3] - 236:5, 237:21, 237:22</p> <p><b>LLP</b> [2] - 19:20, 324:22</p> <p><b>load</b> [1] - 150:22</p> <p><b>loaded</b> [8] - 245:14, 251:8, 257:20, 259:17, 305:24, 306:2, 307:1, 391:10</p> <p><b>loaned</b> [1] - 98:22</p> <p><b>Local</b> [1] - 262:11</p> <p><b>local</b> [93] - 6:23, 8:3, 13:25, 17:10, 18:15, 23:7, 50:8, 57:20, 67:17, 68:3, 81:23, 82:2, 83:6, 87:15, 90:18, 90:24, 94:11, 97:10, 97:12, 99:13, 100:5, 101:12, 112:6, 121:2, 121:23, 122:4, 122:8, 122:15, 123:3, 123:10, 125:16, 125:17, 125:24, 130:23, 131:21, 132:18, 135:8, 136:18, 160:11, 167:4, 167:6, 167:8, 170:14, 170:15, 171:2, 171:11,</p>	<p>171:13, 172:1, 214:6, 214:18, 214:22, 214:23, 214:24, 226:21, 227:6, 235:9, 240:21, 241:2, 247:2, 247:9, 247:10, 248:4, 248:7, 248:11, 248:14, 248:24, 249:23, 274:11, 289:11, 309:17, 316:7, 316:11, 316:12, 316:13, 316:14, 316:16, 319:21, 320:2, 329:10, 329:11, 330:19, 330:23, 331:1, 335:10, 339:11, 342:8, 365:3, 365:23, 366:1, 366:2, 366:7</p> <p><b>located</b> [3] - 252:6, 303:23, 316:22</p> <p><b>location</b> [9] - 7:6, 17:18, 115:11, 132:21, 137:18, 227:22, 255:6, 287:22, 305:15</p> <p><b>locations</b> [1] - 305:11</p> <p><b>locked</b> [1] - 10:4</p> <p><b>logic</b> [1] - 111:4</p> <p><b>Lohnes</b> [7] - 2:3, 5:5, 5:6, 9:10, 9:15, 19:20, 19:25</p> <p><b>London</b> [1] - 63:8</p> <p><b>long-term</b> [1] - 194:1</p> <p><b>look</b> [67] - 24:6, 42:1, 74:20, 77:7, 97:25, 98:8, 98:19, 102:11, 109:4, 141:25, 142:1, 142:13, 142:15, 144:6, 147:4, 147:10, 147:11, 159:24, 163:21, 165:15, 166:11, 174:23, 185:23, 195:4, 196:21, 239:20, 257:8, 261:23, 262:14, 262:16, 268:22, 268:25, 295:9, 299:7, 299:8, 308:22, 310:25, 312:5, 321:23, 330:1, 332:8, 334:5, 336:15, 345:5, 345:11, 345:21, 345:24, 345:25, 346:3, 346:14, 346:21, 348:13, 349:15, 351:16, 353:6, 356:11, 365:4, 378:11, 380:16, 380:23, 381:1, 384:15, 392:13, 392:16, 393:20, 394:25, 395:16</p> <p><b>looked</b> [14] - 35:18, 104:13, 107:25, 155:13, 164:10, 168:10, 172:22, 173:25, 202:6, 266:20, 320:24, 321:7, 347:15, 348:21</p> <p><b>looking</b> [40] - 10:1, 42:13, 52:5, 55:3, 63:18, 67:4, 67:8, 72:13, 74:4, 143:23, 148:5, 163:23, 179:15, 236:11, 257:6, 262:16,</p>
--	---	---	---

<p>271:2, 272:12, 285:7, 312:6, 319:19, 336:17, 341:7, 341:8, 341:10, 345:11, 345:18, 346:19, 348:14, 355:19, 356:9, 356:10, 370:15, 374:23, 375:18, 376:11, 376:16, 385:8, 385:10</p> <p><b>looks</b> [5] - 15:22, 63:12, 63:19, 123:21, 362:7</p> <p><b>loop</b> [50] - 50:13, 50:17, 65:6, 65:10, 112:8, 122:5, 122:8, 132:10, 329:4, 329:5, 329:10, 329:11, 329:24, 330:1, 330:4, 330:5, 330:7, 330:8, 330:9, 330:11, 330:12, 330:18, 330:19, 331:5, 331:12, 331:21, 331:25, 332:2, 332:14, 332:24, 368:16, 368:19, 368:25, 369:7, 369:14, 370:4, 370:10, 370:15, 371:1, 371:3, 371:7, 371:11, 372:14, 372:18, 372:20, 373:1, 373:4, 373:6, 376:19</p> <p><b>loopholes</b> [1] - 337:13</p> <p><b>lose</b> [24] - 53:13, 54:20, 54:24, 96:19, 96:20, 97:13, 97:23, 99:19, 99:20, 99:21, 100:24, 128:8, 128:17, 128:20, 128:24, 128:25, 169:24, 179:23, 211:13, 211:14, 246:16, 248:2, 313:21</p> <p><b>losers</b> [2] - 372:5, 372:7</p> <p><b>loses</b> [2] - 53:22, 53:23</p> <p><b>losing</b> [8] - 54:19, 54:20, 55:1, 68:11, 127:11, 139:14, 162:7, 315:1</p> <p><b>loss</b> [13] - 55:9, 69:4, 70:7, 70:16, 75:17, 99:13, 99:25, 128:19, 171:14, 181:8, 247:2, 247:6, 247:22</p> <p><b>losses</b> [3] - 100:18, 148:22, 193:19</p> <p><b>lost</b> [28] - 54:25, 69:5, 70:23, 97:1, 97:8, 99:15, 100:11, 100:13, 100:17, 101:10, 113:12, 113:16, 128:11, 128:16, 139:14, 171:3, 181:2, 181:14, 221:5, 227:11, 228:2, 230:10, 248:20, 302:12, 302:21, 314:8, 314:11, 314:12</p> <p><b>loud</b> [1] - 271:17</p> <p><b>Louisiana</b> [1] - 175:4</p> <p><b>love</b> [1] - 229:18</p> <p><b>low</b> [5] - 112:8, 112:9, 352:9, 361:19, 396:9</p>	<p><b>low-density</b> [1] - 396:9</p> <p><b>lower</b> [13] - 21:17, 152:7, 257:22, 257:23, 319:15, 377:7, 377:16, 382:10, 382:11, 386:25, 387:2, 390:1, 391:15</p> <p><b>LSR</b> [8] - 133:16, 133:24, 257:14, 257:19, 305:20, 317:12, 320:20, 391:3</p> <p><b>LSRs</b> [3] - 373:24, 390:24, 392:14</p> <p><b>lunch</b> [4] - 267:10, 267:15, 285:9, 289:6</p> <p><b>luxury</b> [1] - 244:9</p> <hr/> <p style="text-align: center;"><b>M</b></p> <hr/> <p><b>machine</b> [1] - 177:5</p> <p><b>magic</b> [1] - 255:3</p> <p><b>mail</b> [1] - 122:24</p> <p><b>mailed</b> [1] - 24:3</p> <p><b>Main</b> [2] - 212:10, 252:16</p> <p><b>maintain</b> [6] - 45:11, 65:2, 110:19, 128:1, 179:6, 305:10</p> <p><b>maintaining</b> [1] - 111:1</p> <p><b>maintenance</b> [2] - 210:11, 329:21</p> <p><b>major</b> [6] - 48:24, 69:5, 69:7, 125:22, 181:13, 369:4</p> <p><b>majority</b> [2] - 159:14, 332:23</p> <p><b>man</b> [5] - 12:14, 236:7, 236:9, 237:21, 371:17</p> <p><b>managed</b> [1] - 29:3</p> <p><b>management</b> [1] - 369:10</p> <p><b>manager</b> [7] - 20:9, 117:10, 149:16, 189:20, 258:11, 307:13, 321:2</p> <p><b>mandated</b> [1] - 370:13</p> <p><b>manhole</b> [1] - 118:4</p> <p><b>manipulate</b> [1] - 132:17</p> <p><b>manipulation</b> [1] - 177:18</p> <p><b>manually</b> [3] - 136:16, 137:9</p> <p><b>manufacturer</b> [3] - 207:21, 209:13</p> <p><b>map</b> [23] - 31:9, 31:10, 31:12, 31:14, 36:23, 37:10, 38:7, 58:21, 59:10, 63:7, 63:8, 109:4, 125:8, 125:10, 156:4, 156:13, 156:15, 156:17, 190:18, 210:11, 277:6, 277:9, 395:25</p> <p><b>Map</b> [1] - 4:21</p> <p><b>March</b> [11] - 197:16, 197:24, 198:8, 198:17, 235:23, 296:9, 307:12, 324:7, 325:6, 325:8, 325:16</p> <p><b>margin</b> [1] - 149:5</p> <p><b>marked</b> [8] - 27:20, 77:19,</p>	<p>257:4, 261:4, 266:6, 271:13, 286:17, 347:11</p> <p><b>market</b> [36] - 28:18, 29:2, 29:10, 43:8, 48:15, 49:8, 50:4, 50:6, 64:20, 67:23, 74:6, 114:1, 126:21, 127:6, 130:2, 131:23, 150:23, 164:11, 165:9, 165:10, 165:16, 166:11, 169:2, 174:24, 177:15, 178:12, 205:12, 218:23, 227:13, 235:23, 253:4, 394:22, 395:1, 395:4, 395:5, 395:6</p> <p><b>marketing</b> [1] - 119:21</p> <p><b>marketplace</b> [3] - 178:23, 226:22, 235:9</p> <p><b>markets</b> [7] - 35:12, 49:5, 49:9, 50:1, 56:24, 74:11, 317:21</p> <p><b>marking</b> [1] - 190:20</p> <p><b>Mary</b> [5] - 5:4, 5:6, 9:15, 19:25, 156:12</p> <p><b>masquerading</b> [1] - 90:7</p> <p><b>massive</b> [1] - 218:23</p> <p><b>master</b> [1] - 222:14</p> <p><b>matches</b> [1] - 144:14</p> <p><b>material</b> [13] - 8:10, 14:14, 18:22, 26:20, 36:10, 46:8, 76:8, 189:2, 294:18, 295:2, 295:4, 295:12, 323:14</p> <p><b>materials</b> [2] - 296:1, 356:23</p> <p><b>math</b> [2] - 152:3, 195:17</p> <p><b>matter</b> [14] - 6:16, 17:3, 22:3, 26:18, 115:14, 143:24, 143:25, 144:20, 201:2, 201:7, 207:16, 228:10, 233:24, 388:14</p> <p><b>matters</b> [5] - 7:12, 17:24, 42:25, 109:24, 229:23</p> <p><b>maximum</b> [6] - 26:24, 76:11, 161:2, 189:6, 323:17, 341:24</p> <p><b>mayor</b> [1] - 60:24</p> <p><b>McDonald's</b> [2] - 317:24, 321:11</p> <p><b>mean</b> [59] - 10:16, 12:12, 13:8, 24:25, 35:11, 38:23, 61:20, 85:20, 93:13, 112:1, 115:1, 116:9, 116:12, 130:22, 133:14, 134:7, 135:19, 135:20, 135:22, 136:21, 138:13, 142:14, 143:9, 144:1, 146:12, 146:23, 149:1, 149:6, 149:7, 151:9, 152:6, 170:22, 171:18, 172:10, 176:8, 180:14, 183:24, 195:14, 208:22, 211:12, 213:23, 222:16, 227:21, 230:23, 243:16, 249:8,</p>	<p>250:18, 253:11, 255:9, 258:22, 265:10, 275:13, 280:11, 283:5, 294:8, 295:5, 315:13, 322:13, 364:5</p> <p><b>meaningful</b> [1] - 57:24</p> <p><b>meaningfully</b> [1] - 350:12</p> <p><b>means</b> [4] - 88:3, 220:19, 283:1, 283:2</p> <p><b>meant</b> [7] - 35:8, 71:5, 154:5, 160:14, 322:2, 322:3, 344:18</p> <p><b>measure</b> [1] - 30:11</p> <p><b>measurement</b> [1] - 29:23</p> <p><b>measuring</b> [1] - 30:20</p> <p><b>mechanical</b> [1] - 94:21</p> <p><b>mechanics</b> [2] - 91:2, 95:13</p> <p><b>mechanism</b> [25] - 79:3, 99:25, 100:2, 108:25, 112:17, 113:20, 127:4, 127:14, 127:17, 139:16, 139:17, 139:22, 139:23, 147:1, 166:4, 169:19, 170:7, 171:6, 178:21, 182:2, 225:20, 358:18, 372:18, 383:22</p> <p><b>mechanisms</b> [1] - 178:20</p> <p><b>Media</b> [2] - 33:16, 33:17</p> <p><b>mediation</b> [1] - 388:21</p> <p><b>medical</b> [2] - 111:6, 111:7</p> <p><b>meet</b> [13] - 28:24, 78:9, 84:15, 102:19, 103:9, 118:7, 175:9, 230:21, 343:13, 343:16, 344:19, 381:10, 392:19</p> <p><b>meetings</b> [1] - 161:15</p> <p><b>megs</b> [1] - 336:18</p> <p><b>member</b> [2] - 34:1, 45:24</p> <p><b>memorandum</b> [4] - 199:19, 199:21, 202:3, 202:5</p> <p><b>mention</b> [1] - 10:18</p> <p><b>mentioned</b> [6] - 49:25, 60:1, 162:17, 209:2, 226:7, 228:23</p> <p><b>mentions</b> [1] - 239:11</p> <p><b>merits</b> [2] - 90:3, 95:20</p> <p><b>message</b> [3] - 177:10, 177:11, 177:12</p> <p><b>messed</b> [1] - 10:10</p> <p><b>met</b> [2] - 32:22, 80:11</p> <p><b>method</b> [2] - 92:8, 92:9</p> <p><b>methodology</b> [3] - 113:20, 375:24, 385:24</p> <p><b>MICHAEL</b> [1] - 3:17</p> <p><b>microphone</b> [6] - 36:16, 36:21, 156:1, 278:1, 278:3, 358:16</p> <p><b>microphones</b> [2] - 36:13, 109:10</p> <p><b>Mid</b> [1] - 253:23</p>
--	---	---	---

<p><b>mid</b> [3] - 214:13, 333:5, 333:8</p> <p><b>midafternoon</b> [1] - 13:14</p> <p><b>Midco</b> [27] - 73:16, 118:10, 151:16, 156:5, 165:4, 204:11, 206:6, 206:11, 211:15, 212:14, 213:7, 213:17, 215:18, 216:23, 235:7, 240:8, 242:22, 243:20, 278:20, 320:6, 354:5, 355:5, 355:6, 355:19, 355:20, 356:13</p> <p><b>Midco's</b> [4] - 82:7, 124:7, 151:25, 336:9</p> <p><b>Midcontinent</b> [295] - 1:6, 4:13, 6:20, 6:21, 7:2, 7:8, 9:6, 9:9, 9:12, 9:13, 9:14, 9:16, 11:14, 11:22, 12:4, 12:15, 12:19, 13:3, 13:16, 17:7, 17:8, 17:14, 17:20, 19:17, 19:23, 22:3, 22:9, 23:7, 23:16, 23:20, 24:20, 27:16, 28:10, 33:5, 33:7, 33:9, 33:14, 33:15, 33:16, 33:17, 33:23, 34:2, 34:15, 35:4, 37:12, 38:14, 39:16, 40:3, 41:11, 42:24, 43:1, 43:5, 45:14, 45:18, 46:3, 46:5, 46:18, 47:7, 47:8, 49:6, 51:7, 52:1, 52:17, 52:22, 53:4, 53:14, 55:20, 56:1, 59:3, 59:23, 60:18, 60:19, 64:19, 64:20, 65:19, 65:23, 67:18, 67:22, 68:5, 75:20, 78:3, 78:16, 79:2, 79:20, 81:2, 81:3, 82:22, 82:24, 83:20, 84:5, 84:21, 84:22, 84:23, 84:25, 85:9, 86:5, 87:14, 88:15, 89:3, 89:4, 89:11, 96:16, 96:19, 96:21, 97:3, 97:5, 97:6, 97:12, 99:4, 99:11, 99:14, 99:20, 100:6, 101:11, 106:7, 110:22, 111:6, 111:21, 112:25, 113:18, 114:10, 115:10, 117:2, 117:4, 117:25, 118:3, 119:9, 119:13, 119:14, 119:15, 120:1, 120:3, 120:5, 120:13, 120:15, 121:5, 121:12, 121:14, 121:19, 121:20, 122:1, 122:7, 122:11, 122:12, 122:18, 122:22, 123:19, 123:20, 123:23, 126:2, 130:22, 132:1, 132:6, 132:9, 132:19, 133:3, 134:8, 134:16, 134:18, 135:7, 135:12, 135:19, 136:14, 138:8, 138:12,</p>	<p>138:23, 139:17, 144:24, 145:2, 145:11, 146:8, 150:3, 150:22, 151:2, 151:14, 151:21, 152:19, 153:3, 154:18, 154:25, 155:10, 156:6, 158:6, 162:13, 162:15, 164:20, 164:23, 165:5, 165:11, 166:1, 166:6, 166:12, 168:24, 169:10, 170:8, 181:17, 181:18, 182:1, 182:13, 182:14, 182:20, 185:6, 185:8, 185:12, 187:1, 197:19, 204:4, 204:24, 211:1, 228:1, 230:20, 233:5, 234:10, 235:13, 238:4, 242:7, 242:12, 246:13, 246:18, 253:17, 254:1, 254:4, 255:13, 255:15, 255:22, 256:23, 256:25, 258:3, 259:1, 259:5, 260:20, 266:9, 274:10, 289:15, 289:20, 290:21, 291:19, 291:24, 292:2, 292:22, 292:25, 293:19, 294:7, 294:19, 295:7, 295:14, 298:5, 298:10, 300:6, 300:18, 302:15, 304:19, 304:22, 304:24, 305:2, 305:5, 305:14, 308:19, 314:9, 317:3, 319:19, 319:21, 321:25, 322:6, 322:16, 325:11, 334:18, 337:24, 337:25, 338:7, 338:15, 351:9, 351:19, 351:25, 354:16, 363:9, 365:10, 365:13, 365:18, 373:22, 388:18, 389:12, 389:16, 389:21, 390:19, 391:6, 392:2, 393:3, 393:13, 394:3</p> <p><b>MIDCONTINENT</b> [1] - 2:11</p> <p><b>Midcontinent's</b> [27] - 7:6, 12:7, 12:8, 16:17, 17:18, 22:18, 31:12, 39:20, 41:24, 47:13, 59:18, 82:9, 88:19, 100:1, 114:14, 125:10, 135:13, 155:20, 203:8, 203:9, 203:12, 203:21, 222:21, 225:12, 305:7, 394:17, 396:5</p> <p><b>Midcontinent/Missouri</b> [1] - 80:18</p> <p><b>middle</b> [9] - 32:8, 130:21, 131:1, 158:11, 162:20, 162:24, 337:7, 379:2, 382:13</p> <p><b>might</b> [46] - 14:9, 41:19, 41:20, 42:3, 43:13, 53:19,</p>	<p>58:7, 60:19, 62:20, 66:8, 71:9, 75:5, 85:13, 101:17, 105:8, 106:22, 122:10, 124:15, 129:23, 137:6, 149:19, 168:11, 172:6, 175:19, 176:10, 179:24, 181:24, 182:24, 216:18, 220:20, 221:3, 245:12, 245:13, 245:24, 259:13, 285:9, 290:3, 291:17, 291:19, 297:15, 311:14, 318:9, 321:23, 331:5, 339:18, 383:16</p> <p><b>migrate</b> [1] - 382:6</p> <p><b>migrated</b> [2] - 47:2, 58:11</p> <p><b>migration</b> [3] - 169:10, 172:8, 179:17</p> <p><b>Mike</b> [9] - 4:20, 7:19, 18:6, 20:8, 20:9, 188:19, 189:19, 190:3, 277:25</p> <p><b>mike</b> [1] - 125:12</p> <p><b>MIKE</b> [1] - 189:11</p> <p><b>mile</b> [5] - 32:8, 32:9, 39:6, 114:9, 343:17</p> <p><b>mileage</b> [6] - 343:25, 344:3, 344:6, 344:8, 344:18, 344:22</p> <p><b>mileage-sensitive</b> [2] - 344:6, 344:8</p> <p><b>miles</b> [20] - 35:20, 46:6, 59:7, 59:11, 59:22, 110:8, 111:16, 156:25, 220:3, 220:5, 275:13, 275:17, 280:17, 280:20, 280:23, 281:1, 281:25, 316:24, 392:24, 393:15</p> <p><b>million</b> [4] - 57:9, 140:16, 148:23, 236:19</p> <p><b>mind</b> [19] - 10:8, 10:17, 26:5, 57:13, 85:18, 91:25, 94:18, 109:7, 143:23, 226:10, 226:15, 227:23, 236:22, 241:16, 243:23, 300:24, 314:8, 319:8</p> <p><b>mine</b> [2] - 34:10, 387:24</p> <p><b>minimally</b> [1] - 244:8</p> <p><b>minimize</b> [1] - 200:15</p> <p><b>minimum</b> [1] - 220:1</p> <p><b>Minneapolis</b> [2] - 154:21, 155:1</p> <p><b>Minnesota</b> [2] - 124:12, 125:20</p> <p><b>minor</b> [4] - 97:20, 109:25, 262:22, 290:1</p> <p><b>Minot</b> [7] - 2:16, 9:23, 32:1, 32:4, 74:7, 156:23, 222:9</p> <p><b>minute</b> [28] - 72:23, 72:24, 78:13, 131:8, 131:18, 146:22, 164:20, 165:1, 183:1, 183:17, 187:8,</p>	<p>195:5, 231:15, 240:16, 267:22, 268:24, 335:21, 341:25, 342:9, 351:17, 358:13, 363:8, 366:14, 368:14, 379:24, 385:7, 390:3, 394:24</p> <p><b>minutes</b> [43] - 72:22, 128:25, 183:2, 216:25, 238:8, 244:21, 245:24, 265:21, 275:19, 275:21, 275:23, 276:2, 276:5, 276:9, 276:14, 276:16, 276:17, 278:10, 278:22, 279:8, 279:17, 279:25, 280:7, 285:12, 323:3, 325:9, 339:6, 349:12, 349:18, 351:2, 351:3, 352:24, 352:25, 353:11, 353:21, 354:7, 354:8, 355:10, 355:16, 355:19, 355:20, 356:5, 356:13</p> <p><b>miscalculated</b> [1] - 319:14</p> <p><b>mischaracterized</b> [1] - 181:21</p> <p><b>misreading</b> [1] - 83:19</p> <p><b>Miss</b> [2] - 20:10, 20:11</p> <p><b>miss</b> [1] - 11:23</p> <p><b>missed</b> [6] - 61:17, 111:3, 282:19, 305:18, 306:9</p> <p><b>missing</b> [1] - 366:15</p> <p><b>Missouri</b> [276] - 1:9, 4:11, 4:14, 6:22, 7:5, 7:7, 8:6, 9:18, 9:20, 12:16, 12:17, 17:9, 17:17, 17:19, 18:18, 20:3, 20:9, 20:11, 20:13, 21:14, 22:2, 23:2, 23:6, 23:11, 23:17, 24:2, 30:10, 38:16, 46:4, 50:12, 51:11, 51:21, 52:24, 53:10, 53:13, 53:22, 56:6, 63:3, 65:25, 68:15, 69:23, 73:15, 78:4, 78:8, 78:11, 79:9, 79:22, 81:2, 81:4, 82:22, 82:23, 83:9, 84:15, 84:16, 88:16, 88:19, 88:20, 89:1, 89:22, 90:3, 90:5, 90:18, 95:23, 96:1, 96:18, 97:3, 97:7, 97:13, 99:5, 99:21, 100:6, 100:15, 100:19, 102:7, 106:2, 106:6, 106:7, 106:10, 107:25, 109:1, 110:5, 111:4, 111:21, 112:3, 112:25, 113:12, 113:21, 115:2, 115:8, 117:2, 117:6, 117:20, 117:25, 118:10, 119:7, 120:4, 120:6, 120:14, 120:16, 120:23, 120:24, 121:5, 121:6, 121:13, 121:18, 122:5, 122:19,</p>
---	---	---	---

<p>123:22, 123:24, 123:25, 124:2, 125:17, 126:3, 129:19, 130:22, 131:7, 131:11, 131:13, 131:18, 132:6, 132:14, 133:4, 133:6, 133:25, 134:6, 134:22, 135:10, 135:19, 135:20, 136:13, 137:6, 141:2, 143:12, 146:2, 146:7, 146:9, 146:10, 146:24, 147:1, 150:22, 151:2, 152:7, 154:19, 154:23, 155:14, 156:7, 156:16, 158:8, 158:21, 162:11, 164:24, 164:25, 165:2, 165:6, 166:1, 168:14, 168:25, 169:8, 170:12, 175:8, 179:18, 181:10, 181:14, 181:22, 182:12, 182:24, 185:23, 187:10, 189:20, 190:4, 197:18, 202:13, 203:17, 203:20, 204:4, 204:11, 210:16, 210:22, 214:7, 216:21, 217:7, 217:9, 218:2, 223:19, 229:15, 230:7, 230:10, 230:18, 232:4, 233:7, 233:11, 234:11, 235:6, 235:15, 238:5, 238:17, 239:1, 239:15, 242:6, 242:9, 246:15, 246:17, 247:17, 248:2, 253:25, 260:20, 260:21, 266:7, 266:11, 271:15, 274:10, 278:16, 278:17, 290:10, 290:12, 293:12, 293:21, 294:6, 294:8, 296:11, 296:15, 297:16, 300:20, 307:11, 316:17, 319:3, 324:19, 325:10, 329:8, 331:4, 331:17, 331:25, 333:8, 334:19, 336:5, 338:5, 338:16, 345:16, 351:9, 351:18, 351:24, 354:16, 357:18, 359:18, 363:7, 364:11, 364:12, 372:8, 372:15, 372:20, 373:22, 377:4, 377:10, 377:21, 378:16, 381:4, 381:13, 386:23, 388:16, 389:15, 390:18, 390:22, 391:3, 392:3, 392:18, 392:24, 392:25, 393:5, 394:2, 396:3, 396:6</p> <p><b>MISSOURI</b> [1] - 2:17</p> <p><b>misspoke</b> [1] - 164:22</p> <p><b>misstating</b> [1] - 326:21</p> <p><b>mistake</b> [5] - 10:16, 11:24, 12:16, 25:12, 295:6</p>	<p><b>mistaken</b> [1] - 96:2</p> <p><b>misunderstand</b> [1] - 83:18</p> <p><b>misunderstanding</b> [1] - 25:8</p> <p><b>misunderstood</b> [1] - 264:12</p> <p><b>mitigated</b> [1] - 108:24</p> <p><b>mitigates</b> [1] - 128:16</p> <p><b>mix</b> [1] - 283:14</p> <p><b>model</b> [3] - 247:1, 311:1, 313:8</p> <p><b>modem</b> [2] - 214:14, 216:2</p> <p><b>modems</b> [2] - 216:22, 335:11</p> <p><b>modification</b> [1] - 68:7</p> <p><b>modifications</b> [2] - 77:10, 369:4</p> <p><b>modified</b> [2] - 185:21, 376:24</p> <p><b>modifying</b> [2] - 185:24, 377:20</p> <p><b>mom</b> [1] - 120:11</p> <p><b>moment</b> [10] - 67:16, 73:2, 191:1, 250:17, 257:6, 267:20, 277:20, 305:17, 349:16, 349:25</p> <p><b>Monday</b> [1] - 10:19</p> <p><b>money</b> [17] - 98:2, 98:11, 100:25, 121:7, 126:22, 127:18, 169:3, 204:16, 217:4, 312:22, 313:1, 313:3, 313:5, 315:1, 362:16, 364:1, 364:12</p> <p><b>moneys</b> [4] - 98:21, 124:13, 127:2, 178:12</p> <p><b>Montana</b> [3] - 189:21, 253:12, 317:21</p> <p><b>month</b> [18] - 30:3, 71:13, 138:18, 138:20, 142:7, 142:9, 170:19, 198:16, 218:17, 219:13, 219:14, 287:11, 303:13, 318:12, 352:20, 361:19, 361:21, 371:20</p> <p><b>month's</b> [1] - 246:1</p> <p><b>monthly</b> [4] - 119:19, 119:20, 320:22, 354:8</p> <p><b>months</b> [11] - 42:23, 70:16, 100:15, 139:6, 143:16, 174:1, 180:1, 180:3, 225:19, 244:24, 313:25</p> <p><b>morning</b> [16] - 6:11, 8:9, 10:20, 24:3, 25:9, 26:5, 153:23, 154:6, 157:8, 157:10, 157:22, 158:3, 219:3, 249:17, 249:18, 310:12</p> <p><b>Moss</b> [1] - 324:22</p> <p><b>most</b> [29] - 20:24, 21:19, 23:9, 35:12, 42:9, 42:10, 48:20, 58:11, 61:5, 74:7, 82:12, 102:16, 124:3, 125:19, 162:25, 175:24, 186:14, 204:2, 214:13,</p>	<p>236:7, 237:20, 238:7, 243:6, 296:8, 316:21, 324:16, 394:5, 394:10</p> <p><b>mostly</b> [4] - 42:12, 130:20, 273:8, 306:15</p> <p><b>mother</b> [1] - 361:8</p> <p><b>motion</b> [19] - 8:6, 12:12, 14:12, 14:14, 18:18, 23:22, 24:5, 24:13, 26:3, 26:6, 54:4, 83:9, 132:24, 193:7, 229:14, 296:14, 388:16, 388:19, 389:1</p> <p><b>motivate</b> [1] - 334:16</p> <p><b>MOU</b> [5] - 354:5, 354:11, 354:21, 355:5</p> <p><b>Mountain</b> [1] - 266:9</p> <p><b>move</b> [33] - 10:5, 10:6, 10:13, 12:1, 29:2, 32:11, 36:10, 42:13, 79:23, 96:7, 96:14, 96:22, 97:18, 99:23, 100:10, 137:7, 172:6, 176:13, 211:21, 229:24, 236:13, 240:14, 264:23, 286:25, 291:13, 293:10, 299:3, 313:11, 313:12, 346:25, 348:1, 368:7, 391:18</p> <p><b>moved</b> [3] - 49:12, 246:17, 377:24</p> <p><b>moving</b> [7] - 34:25, 128:14, 172:25, 174:25, 175:14, 229:20, 236:3</p> <p><b>MR</b> [794] - 1:22, 2:2, 2:7, 2:13, 6:4, 9:9, 9:17, 9:19, 9:21, 9:24, 10:11, 10:23, 10:24, 11:1, 11:4, 11:7, 11:8, 11:11, 11:16, 11:17, 11:19, 12:21, 12:23, 12:24, 13:7, 13:12, 13:13, 13:17, 13:19, 13:22, 13:25, 14:2, 16:9, 16:10, 16:11, 16:12, 16:13, 16:14, 16:21, 16:23, 19:19, 20:3, 20:6, 20:14, 20:15, 20:16, 20:21, 22:11, 22:13, 24:4, 26:11, 26:12, 26:13, 26:15, 27:7, 27:9, 27:11, 32:10, 32:13, 32:14, 32:15, 32:16, 32:18, 32:19, 32:21, 33:10, 33:11, 33:13, 33:19, 34:8, 34:11, 34:18, 34:22, 34:24, 35:1, 35:2, 36:9, 36:11, 36:12, 36:17, 36:19, 36:22, 38:5, 38:11, 38:15, 38:18, 38:20, 38:23, 39:13, 39:22, 39:24, 39:25, 40:1, 40:20, 40:22, 40:25, 41:1, 41:2, 41:3, 41:8, 41:15, 41:16, 46:7, 46:9, 46:18, 47:10, 47:16, 47:21, 47:24, 48:1, 48:11, 49:21,</p>	<p>49:25, 50:16, 50:18, 50:20, 50:22, 50:23, 50:25, 51:3, 53:25, 54:5, 54:6, 54:8, 54:11, 54:14, 55:11, 56:9, 56:11, 59:9, 59:14, 59:17, 61:8, 61:10, 61:12, 61:13, 62:5, 62:8, 62:12, 62:16, 63:1, 63:6, 63:11, 63:17, 63:23, 64:3, 64:6, 64:8, 68:20, 68:22, 68:23, 69:2, 70:21, 71:1, 71:3, 71:7, 71:8, 71:11, 71:14, 71:15, 71:20, 71:21, 71:24, 71:25, 72:2, 72:3, 72:11, 72:14, 72:18, 72:21, 73:2, 73:4, 73:8, 73:13, 73:14, 75:5, 75:9, 75:11, 75:12, 75:14, 75:25, 76:1, 76:3, 76:5, 76:21, 79:23, 79:25, 80:1, 80:2, 80:4, 80:6, 80:7, 80:8, 80:10, 83:7, 83:11, 83:14, 84:8, 87:16, 87:22, 87:24, 88:7, 88:14, 89:13, 89:22, 90:11, 92:4, 92:5, 92:14, 92:15, 93:18, 93:22, 93:25, 94:2, 94:4, 94:5, 95:14, 96:11, 96:12, 96:14, 96:15, 98:12, 98:15, 98:23, 101:13, 101:15, 101:17, 101:20, 101:23, 102:5, 109:10, 109:12, 109:13, 109:15, 109:17, 109:18, 114:2, 114:3, 114:7, 116:14, 116:19, 116:23, 117:15, 117:17, 117:18, 118:13, 119:1, 119:19, 120:8, 120:10, 120:13, 120:19, 120:21, 121:10, 121:17, 123:2, 123:6, 123:10, 123:13, 124:5, 124:19, 125:3, 125:6, 125:9, 125:12, 126:7, 126:10, 127:8, 129:3, 129:7, 129:23, 129:25, 130:1, 134:11, 134:21, 134:24, 135:4, 135:13, 135:20, 135:25, 136:4, 136:21, 137:1, 137:13, 137:19, 138:6, 138:13, 139:3, 139:8, 139:10, 139:13, 139:21, 140:1, 140:4, 140:22, 141:1, 141:11, 141:14, 141:18, 141:20, 142:10, 142:17, 143:2, 143:8, 143:11, 143:15, 143:22, 144:1, 144:4, 144:8, 144:19, 145:4, 145:7, 145:9, 145:10, 145:18, 145:19, 145:22, 145:23, 146:6, 148:5, 148:7, 148:10,</p>
--	--	--	--

<p>148:11, 150:8, 150:9, 150:11, 150:13, 150:14, 150:15, 150:17, 153:7, 153:14, 153:17, 153:19, 153:21, 153:24, 154:1, 154:5, 154:8, 154:15, 155:25, 156:1, 156:15, 156:19, 156:24, 157:3, 157:4, 157:5, 157:9, 157:12, 157:14, 157:18, 157:19, 157:20, 157:23, 157:24, 158:3, 158:15, 158:17, 158:19, 164:4, 164:5, 164:6, 164:8, 164:15, 164:17, 164:19, 166:16, 166:18, 166:19, 166:20, 166:22, 166:25, 168:3, 169:5, 169:21, 170:9, 170:10, 172:7, 172:16, 173:14, 174:7, 174:10, 174:23, 175:12, 175:21, 176:21, 179:8, 180:6, 180:21, 181:1, 181:6, 181:7, 183:5, 183:6, 183:7, 183:9, 184:6, 184:7, 184:8, 184:9, 184:17, 184:18, 186:19, 187:6, 188:4, 188:6, 188:7, 188:8, 188:9, 188:12, 188:15, 188:17, 188:19, 188:23, 189:14, 189:16, 190:14, 190:22, 190:24, 190:25, 191:1, 191:5, 191:6, 191:9, 191:10, 191:13, 191:14, 191:15, 191:21, 192:1, 192:6, 192:8, 192:10, 192:11, 192:14, 192:16, 192:17, 192:19, 192:22, 192:23, 192:25, 193:4, 193:5, 193:10, 194:25, 195:14, 195:18, 195:21, 196:2, 196:10, 197:4, 197:7, 197:8, 198:10, 198:14, 198:16, 198:17, 198:18, 198:21, 198:23, 198:25, 199:1, 199:3, 199:4, 199:6, 199:8, 199:15, 199:16, 200:19, 200:25, 201:15, 202:2, 202:15, 202:24, 203:2, 206:24, 207:1, 207:5, 207:7, 207:9, 207:12, 207:15, 208:8, 208:14, 208:20, 209:1, 210:3, 210:8, 210:13, 211:7, 211:22, 212:5, 212:11, 213:9, 213:20, 213:21, 213:23, 214:3, 214:4, 216:5, 216:14, 217:7, 221:9, 221:24, 222:13, 223:10, 223:12, 224:10,</p>	<p>226:4, 227:5, 229:7, 229:20, 230:1, 230:3, 230:4, 230:6, 231:1, 231:3, 231:4, 231:9, 231:11, 231:13, 231:15, 231:21, 231:25, 232:2, 234:19, 234:21, 234:22, 234:25, 235:3, 238:1, 238:2, 244:19, 244:25, 245:3, 248:22, 249:1, 249:3, 249:4, 249:6, 249:8, 249:10, 249:11, 249:16, 254:15, 254:17, 254:18, 257:24, 258:1, 258:5, 258:6, 258:7, 261:8, 261:10, 261:13, 261:14, 261:18, 261:19, 261:22, 265:4, 265:9, 265:13, 265:23, 265:25, 266:1, 266:3, 266:4, 266:5, 266:15, 266:17, 266:18, 266:19, 266:21, 266:22, 266:25, 267:2, 267:4, 267:7, 267:12, 267:13, 267:18, 269:1, 269:3, 269:11, 269:14, 269:17, 269:20, 269:22, 270:1, 270:14, 270:16, 270:21, 273:1, 273:3, 273:4, 273:5, 274:7, 274:8, 274:9, 277:25, 278:2, 278:6, 280:12, 280:13, 281:9, 281:10, 281:14, 281:19, 284:21, 284:24, 285:2, 285:4, 285:6, 285:7, 285:11, 285:14, 285:15, 286:25, 287:2, 287:3, 287:4, 288:15, 288:17, 288:19, 288:21, 288:22, 288:23, 288:25, 289:2, 289:9, 289:10, 293:16, 295:18, 295:19, 297:21, 298:24, 299:2, 299:3, 299:6, 299:8, 299:11, 299:13, 299:14, 299:16, 299:17, 299:19, 299:21, 299:23, 299:25, 309:5, 309:6, 313:10, 314:4, 314:5, 314:21, 315:11, 315:24, 316:2, 316:3, 316:5, 316:25, 317:7, 317:8, 317:9, 317:11, 320:12, 320:14, 320:16, 320:18, 322:20, 322:23, 322:24, 322:25, 323:2, 323:3, 323:7, 323:9, 323:11, 324:1, 324:3, 327:4, 327:5, 327:14, 327:17, 327:19, 327:24, 328:1, 328:2, 328:3, 328:5, 328:7, 328:9, 328:11,</p>	<p>328:13, 328:14, 328:20, 328:22, 328:23, 328:24, 328:25, 331:2, 331:3, 332:20, 333:11, 338:20, 338:22, 338:23, 338:25, 339:2, 339:4, 343:7, 343:10, 346:5, 346:6, 346:8, 346:9, 346:13, 347:25, 348:2, 348:3, 348:4, 348:6, 348:7, 348:8, 348:9, 353:25, 354:1, 354:4, 356:19, 356:20, 356:24, 357:1, 357:5, 357:9, 366:25, 367:2, 367:11, 367:12, 367:14, 368:7, 368:9, 368:10, 368:11, 368:12, 368:13, 373:10, 373:11, 373:12, 373:13, 373:14, 373:17, 373:19, 374:3, 374:8, 374:10, 374:13, 374:15, 384:4, 384:6, 384:7, 384:9, 385:8, 385:10, 385:18, 386:14, 386:15, 386:17, 387:4, 387:5, 387:6, 387:7, 387:10, 387:12, 387:17, 387:19, 387:20, 387:22, 387:23, 387:25, 388:3, 388:14, 389:2, 389:5, 391:23, 392:1, 396:12, 396:13, 396:14, 396:16, 396:21, 396:22</p> <p><b>MTA</b> [1] - 125:21  <b>multi</b> [1] - 361:18  <b>multi-line</b> [1] - 361:18  <b>multiple</b> [6] - 137:17, 167:7, 205:15, 260:22, 296:7, 394:9  <b>multiplication</b> [2] - 355:14, 355:15  <b>multiply</b> [2] - 139:1, 354:7  <b>multiplying</b> [2] - 354:12, 354:13  <b>municipal</b> [2] - 45:16, 45:19  <b>must</b> [5] - 10:21, 84:24, 224:5, 233:18, 375:10  <b>mutually</b> [2] - 7:4, 17:16  <b>MVC</b> [5] - 353:24, 354:5, 354:6, 354:11, 354:21  <b>MVC's</b> [1] - 149:4</p> <p style="text-align: center;"><b>N</b></p> <p><b>nailed</b> [1] - 295:5  <b>name</b> [15] - 6:11, 16:24, 20:6, 27:12, 74:18, 76:22, 76:23, 132:21, 173:15, 189:18, 189:19, 257:7, 324:4, 324:6  <b>names</b> [1] - 262:8</p>	<p><b>Nancy</b> [2] - 9:15, 19:24  <b>narrow</b> [1] - 296:1  <b>narrowed</b> [5] - 7:14, 18:1, 295:10, 295:11, 298:2  <b>narrowing</b> [3] - 15:6, 294:20, 297:24  <b>national</b> [5] - 131:16, 236:1, 330:7, 330:10, 371:6  <b>National</b> [4] - 4:7, 129:9, 358:1, 359:8  <b>nationwide</b> [2] - 370:16, 370:19  <b>nature</b> [6] - 86:8, 208:18, 218:20, 243:23, 335:20, 366:7  <b>ND</b> [1] - 4:13  <b>near</b> [2] - 130:5, 352:12  <b>nearly</b> [7] - 108:8, 112:11, 126:13, 235:24, 236:1, 339:15, 392:9  <b>NECA</b> [7] - 110:13, 129:4, 129:5, 129:8, 129:9, 129:16, 395:10  <b>necessarily</b> [13] - 171:16, 175:19, 196:11, 199:10, 202:8, 225:18, 304:15, 309:14, 335:23, 366:6, 369:3, 371:13, 378:18  <b>necessary</b> [5] - 15:15, 38:19, 230:20, 291:13, 390:18  <b>necessity</b> [2] - 226:12, 381:7  <b>need</b> [69] - 14:3, 15:25, 16:6, 22:14, 24:12, 38:9, 39:1, 39:19, 44:10, 50:24, 56:4, 61:14, 67:6, 72:20, 72:22, 73:6, 85:8, 88:12, 91:7, 91:21, 92:24, 94:18, 110:15, 117:12, 140:14, 142:4, 153:10, 161:25, 175:19, 177:16, 179:9, 179:15, 182:7, 192:4, 193:9, 212:22, 212:25, 227:6, 228:17, 229:21, 231:17, 231:24, 242:5, 254:20, 255:7, 256:3, 256:7, 261:20, 263:9, 264:1, 265:7, 270:14, 278:9, 281:16, 286:5, 288:20, 292:7, 298:25, 318:18, 371:16, 374:7, 378:11, 380:25, 387:16, 388:25, 392:18, 393:22  <b>needed</b> [1] - 180:21  <b>needs</b> [12] - 28:24, 42:9, 168:6, 203:19, 203:21, 225:18, 225:19, 255:19, 304:10, 379:15, 392:19, 392:21  <b>negatively</b> [1] - 338:11  <b>negotiate</b> [1] - 223:8</p>
--	---	---	---

<p><b>negotiated</b> [27] - 152:15, 152:22, 158:25, 159:4, 159:10, 159:15, 159:16, 159:19, 159:23, 163:16, 163:21, 163:25, 164:21, 165:3, 165:5, 165:7, 165:14, 166:14, 232:5, 272:16, 301:2, 345:6, 345:12, 345:22, 346:21, 346:24, 375:2</p> <p><b>negotiation</b> [4] - 85:23, 232:11, 295:23, 298:6</p> <p><b>negotiations</b> [3] - 84:23, 232:8, 272:23</p> <p><b>neighborhood</b> [1] - 148:22</p> <p><b>neighboring</b> [2] - 316:18, 319:23</p> <p><b>Nemont</b> [10] - 220:4, 288:8, 288:9, 290:7, 290:10, 290:11, 290:13, 303:22, 336:6</p> <p><b>net</b> [7] - 57:10, 68:17, 148:21, 149:4, 248:24, 359:15, 360:25</p> <p><b>Network</b> [6] - 31:14, 31:17, 31:21, 34:13, 51:24, 52:21</p> <p><b>network</b> [55] - 23:11, 29:3, 30:11, 30:25, 31:5, 31:24, 31:25, 32:1, 32:5, 35:14, 35:15, 35:16, 36:6, 42:16, 44:22, 46:6, 46:19, 47:7, 47:8, 53:24, 55:20, 56:20, 57:11, 58:10, 66:10, 85:22, 87:6, 108:1, 111:1, 111:5, 111:11, 117:5, 122:2, 131:17, 144:25, 193:24, 194:20, 203:16, 207:25, 215:22, 247:1, 254:6, 254:7, 283:7, 302:21, 305:14, 308:25, 310:24, 310:25, 313:20, 337:19, 337:20, 390:11, 390:12, 393:6</p> <p><b>networks</b> [10] - 46:24, 49:11, 57:23, 58:12, 98:2, 103:21, 110:19, 187:23, 213:4, 213:16</p> <p><b>neutral</b> [1] - 127:20</p> <p><b>never</b> [26] - 57:12, 79:4, 98:17, 98:24, 99:2, 99:18, 100:22, 118:21, 124:12, 124:16, 124:17, 143:23, 145:25, 152:13, 176:7, 179:21, 239:18, 240:18, 240:19, 240:21, 240:25, 259:9, 298:14, 322:7, 393:16</p> <p><b>nevertheless</b> [2] - 152:11, 288:10</p> <p><b>new</b> [47] - 14:19, 15:4, 15:5,</p>	<p>24:16, 29:24, 30:5, 40:13, 55:3, 110:7, 111:5, 112:20, 145:1, 174:23, 186:22, 195:9, 196:8, 198:19, 210:5, 219:3, 219:4, 224:14, 224:19, 228:2, 253:17, 253:19, 253:22, 253:24, 254:5, 254:8, 255:16, 255:22, 256:7, 256:20, 258:8, 258:25, 259:2, 259:3, 259:7, 268:15, 268:19, 269:8, 270:22, 271:6, 272:11</p> <p><b>New</b> [2] - 2:4, 358:7</p> <p><b>newly</b> [1] - 42:5</p> <p><b>news</b> [2] - 174:19, 236:1</p> <p><b>next</b> [27] - 30:18, 37:8, 73:1, 75:7, 76:2, 76:3, 109:21, 122:10, 127:22, 149:6, 177:2, 177:15, 177:21, 194:2, 201:7, 209:15, 217:10, 217:23, 229:25, 234:6, 239:8, 243:22, 281:13, 323:1, 323:8, 354:11, 362:12</p> <p><b>nice</b> [2] - 72:7, 303:17</p> <p><b>NID</b> [8] - 117:6, 122:8, 132:2, 203:16, 203:20, 203:21, 242:9, 255:10</p> <p><b>night</b> [2] - 332:9, 346:8</p> <p><b>nine</b> [8] - 113:22, 127:4, 194:2, 232:21, 233:17, 381:25, 382:2, 382:16</p> <p><b>nine-year</b> [5] - 232:21, 233:17, 381:25, 382:2, 382:16</p> <p><b>nobody</b> [2] - 213:5, 213:6</p> <p><b>non</b> [5] - 260:14, 289:11, 316:14, 365:3, 365:23</p> <p><b>Non</b> [2] - 375:13, 376:2</p> <p><b>Non-Access</b> [2] - 375:13, 376:2</p> <p><b>non-local</b> [4] - 289:11, 316:14, 365:3, 365:23</p> <p><b>non-wireless</b> [1] - 260:14</p> <p><b>none</b> [8] - 75:24, 102:18, 103:8, 233:11, 251:4, 251:5, 282:7, 282:12</p> <p><b>nontariffed</b> [1] - 184:23</p> <p><b>norm</b> [2] - 318:2, 318:3</p> <p><b>normal</b> [1] - 138:5</p> <p><b>normally</b> [2] - 297:7, 304:9</p> <p><b>Nortel</b> [6] - 207:20, 209:2, 209:5, 209:10, 209:14, 222:20</p> <p><b>NORTH</b> [1] - 1:2</p> <p><b>North</b> [67] - 1:18, 2:9, 2:16, 6:14, 7:22, 8:12, 8:24, 17:1, 18:9, 18:24, 26:19, 29:11, 43:6, 43:21, 45:2,</p>	<p>45:15, 50:13, 50:14, 51:24, 52:20, 63:13, 64:1, 65:10, 68:4, 68:7, 69:13, 73:16, 74:11, 74:15, 74:21, 78:21, 81:12, 103:19, 103:23, 103:25, 104:14, 105:18, 105:24, 107:11, 107:24, 124:3, 125:18, 125:19, 159:7, 167:20, 167:25, 184:4, 189:1, 236:2, 253:15, 257:11, 258:4, 285:22, 300:14, 317:17, 317:20, 330:24, 331:6, 332:5, 332:8, 332:9, 332:12, 380:4, 380:13, 391:8, 393:13, 397:13</p> <p><b>northeast</b> [1] - 317:21</p> <p><b>Northern</b> [2] - 31:13, 31:17</p> <p><b>northwest</b> [1] - 105:17</p> <p><b>notably</b> [1] - 74:7</p> <p><b>notation</b> [1] - 132:11</p> <p><b>note</b> [4] - 197:4, 265:6, 270:3, 270:17</p> <p><b>noted</b> [8] - 30:8, 31:1, 33:6, 126:17, 168:20, 181:1, 199:6, 202:25</p> <p><b>notes</b> [2] - 184:9, 397:11</p> <p><b>noteworthy</b> [1] - 162:25</p> <p><b>nothing</b> [21] - 34:20, 48:9, 75:25, 96:12, 109:21, 121:3, 125:1, 164:4, 184:6, 184:8, 239:25, 275:21, 275:22, 300:25, 319:12, 322:22, 344:14, 364:24, 373:10, 391:6, 396:14</p> <p><b>notice</b> [6] - 15:12, 38:17, 224:11, 235:17, 265:7, 392:20</p> <p><b>noticed</b> [2] - 51:4, 124:9</p> <p><b>notified</b> [3] - 242:23, 326:4, 371:21</p> <p><b>notion</b> [1] - 297:12</p> <p><b>November</b> [2] - 6:19, 17:6</p> <p><b>NTCA</b> [2] - 358:1, 368:9</p> <p><b>nub</b> [2] - 91:6, 208:23</p> <p><b>nubs</b> [1] - 201:2</p> <p><b>number</b> [121] - 6:25, 17:12, 23:8, 28:20, 30:1, 30:2, 30:4, 31:1, 33:21, 37:17, 43:9, 47:12, 49:10, 56:1, 57:1, 57:18, 62:2, 62:9, 62:22, 66:6, 70:18, 70:23, 70:24, 71:1, 71:3, 71:12, 72:9, 80:12, 99:10, 117:11, 119:13, 123:21, 123:22, 124:1, 143:12, 178:5, 182:16, 185:23, 206:19, 206:21, 207:3, 207:18, 214:5, 214:23, 218:8, 220:6, 220:18, 234:20,</p>	<p>239:8, 239:11, 239:16, 243:2, 246:9, 246:21, 248:18, 250:23, 251:1, 251:9, 251:22, 252:3, 255:19, 256:1, 257:1, 259:6, 260:7, 260:12, 261:8, 262:13, 262:18, 264:11, 274:18, 274:20, 276:2, 276:21, 277:1, 279:16, 279:17, 279:20, 280:7, 280:8, 280:24, 281:1, 281:20, 281:24, 281:25, 287:13, 287:15, 309:15, 311:1, 313:20, 322:14, 337:5, 349:18, 351:10, 353:10, 353:11, 353:17, 354:2, 354:6, 354:7, 354:23, 354:25, 355:1, 355:2, 355:5, 355:10, 355:14, 355:16, 356:5, 356:7, 369:17, 377:16, 387:3, 389:6, 392:7, 392:8, 394:2, 395:20</p> <p><b>Number</b> [1] - 262:11</p> <p><b>numbered</b> [2] - 325:1, 367:13</p> <p><b>numbering</b> [4] - 117:9, 117:10, 122:17, 265:20</p> <p><b>numbers</b> [19] - 40:5, 70:19, 72:10, 99:8, 137:18, 182:19, 198:3, 198:4, 198:6, 206:14, 240:5, 302:18, 303:6, 310:24, 313:15, 315:18, 352:11, 356:11, 378:8</p> <p><b>NW</b> [1] - 2:4</p>
<b>O</b>			
<p><b>o'clock</b> [5] - 13:22, 16:7, 16:15, 16:20, 219:2</p> <p><b>oath</b> [8] - 26:20, 27:3, 76:7, 76:16, 189:2, 189:10, 323:13, 323:22</p> <p><b>object</b> [16] - 34:19, 195:1, 200:24, 201:21, 202:19, 202:20, 207:8, 208:14, 208:18, 208:21, 269:1, 293:16, 307:8, 316:25, 328:14, 373:19</p> <p><b>objecting</b> [4] - 229:8, 299:11, 315:7, 315:8</p> <p><b>objection</b> [33] - 32:13, 33:10, 46:7, 46:10, 46:17, 48:12, 53:25, 54:12, 59:9, 59:15, 79:25, 83:7, 150:8, 150:11, 164:15, 166:16, 198:23, 199:6, 201:1, 202:25, 254:15, 258:5, 266:19,</p>			

<p>267:15, 269:11, 273:3, 287:2, 315:13, 327:17, 328:13, 348:6, 368:11, 373:17</p> <p><b>objections</b> [5] - 94:6, 208:15, 208:19, 266:18, 328:21</p> <p><b>objective</b> [1] - 87:13</p> <p><b>obligated</b> [1] - 259:13</p> <p><b>obligation</b> [4] - 89:23, 115:8, 380:16, 380:23</p> <p><b>obligations</b> [8] - 68:7, 85:5, 86:5, 229:5, 293:18, 381:10, 393:7, 396:3</p> <p><b>obliged</b> [2] - 23:6, 245:23</p> <p><b>observed</b> [1] - 202:7</p> <p><b>obvious</b> [1] - 147:22</p> <p><b>obviously</b> [28] - 10:5, 38:24, 71:25, 79:5, 89:12, 97:8, 126:3, 145:6, 146:13, 156:14, 164:1, 175:23, 185:4, 185:13, 200:7, 201:21, 204:16, 227:21, 229:22, 263:1, 272:16, 308:24, 319:15, 322:8, 322:9, 345:9, 387:2, 387:23</p> <p><b>occasion</b> [3] - 204:7, 222:12, 286:3</p> <p><b>occur</b> [6] - 100:11, 100:14, 100:16, 116:11, 138:1, 160:19</p> <p><b>occurs</b> [2] - 137:25, 182:19</p> <p><b>OF</b> [3] - 1:2, 1:14, 397:1</p> <p><b>Off'd</b> [2] - 4:3, 5:3</p> <p><b>offer</b> [34] - 39:19, 48:25, 51:5, 74:11, 74:15, 74:21, 75:3, 95:23, 96:3, 98:24, 120:7, 122:22, 122:23, 122:24, 122:25, 145:1, 146:1, 146:8, 149:18, 150:7, 199:1, 216:10, 257:24, 258:1, 265:7, 265:15, 267:4, 273:2, 291:2, 328:10, 328:11, 336:10, 373:16</p> <p><b>offered</b> [9] - 38:24, 60:11, 60:13, 222:10, 290:22, 314:17, 315:14, 381:18</p> <p><b>offering</b> [12] - 60:7, 73:17, 74:9, 74:10, 99:4, 138:8, 145:11, 150:10, 216:10, 266:16, 314:23, 341:10</p> <p><b>offerings</b> [2] - 60:2, 271:3</p> <p><b>offers</b> [2] - 215:18, 294:5</p> <p><b>office</b> [41] - 23:12, 89:3, 89:6, 105:16, 105:21, 111:25, 117:9, 118:3, 118:5, 118:19, 123:17, 133:5, 136:24, 146:17, 207:20, 207:22, 209:25, 210:4,</p>	<p>210:12, 211:12, 212:9, 212:16, 218:3, 222:15, 223:5, 242:14, 242:19, 245:12, 252:16, 291:25, 292:24, 318:11, 329:13, 329:16, 343:13, 343:18, 343:23, 344:6, 344:21, 348:23, 348:25</p> <p><b>officed</b> [1] - 252:15</p> <p><b>officer</b> [4] - 20:10, 246:23, 288:4, 288:7</p> <p><b>official</b> [1] - 327:22</p> <p><b>offline</b> [1] - 289:4</p> <p><b>offset</b> [3] - 330:13, 364:16, 372:19</p> <p><b>often</b> [1] - 69:17</p> <p><b>oftentimes</b> [1] - 67:3</p> <p><b>oil</b> [4] - 205:17, 205:23, 219:19, 235:19</p> <p><b>oilfield</b> [1] - 223:22</p> <p><b>old</b> [4] - 58:15, 176:20, 177:6, 246:21</p> <p><b>older</b> [1] - 236:24</p> <p><b>once</b> [10] - 32:6, 112:8, 136:22, 185:14, 187:8, 206:20, 211:12, 234:9, 283:8, 360:2</p> <p><b>one</b> [185] - 11:4, 13:1, 13:22, 13:23, 21:19, 24:9, 24:19, 31:9, 36:12, 36:17, 37:21, 37:23, 37:25, 41:3, 41:20, 42:2, 46:15, 47:14, 56:15, 60:1, 62:20, 62:22, 63:25, 66:15, 66:18, 67:10, 70:1, 70:7, 72:6, 73:3, 74:2, 75:11, 77:12, 83:17, 86:3, 86:12, 88:21, 95:16, 95:20, 101:21, 103:16, 109:15, 113:10, 116:17, 116:21, 117:21, 118:9, 120:13, 120:14, 120:23, 121:5, 124:9, 125:3, 126:2, 133:12, 138:14, 147:19, 149:8, 151:7, 152:1, 152:11, 152:19, 152:25, 155:12, 161:9, 161:22, 162:7, 163:15, 164:23, 165:19, 173:12, 173:17, 174:5, 176:3, 179:16, 179:23, 180:7, 183:7, 183:12, 184:13, 184:15, 185:4, 191:12, 192:8, 192:25, 195:1, 198:19, 198:24, 199:23, 203:8, 204:6, 206:19, 207:18, 211:24, 215:25, 218:1, 219:16, 219:23, 220:2, 220:3, 220:10, 220:18, 221:5, 221:16, 221:21, 222:24, 225:4, 228:24,</p>	<p>228:25, 230:1, 230:9, 232:23, 234:1, 237:12, 238:6, 239:10, 239:23, 240:11, 242:1, 242:12, 242:13, 243:17, 244:15, 245:6, 245:19, 246:21, 253:1, 256:10, 256:20, 259:10, 260:25, 261:5, 261:9, 265:23, 277:23, 278:20, 278:24, 279:16, 282:19, 282:25, 283:4, 291:14, 293:2, 293:11, 294:7, 294:11, 295:3, 295:5, 296:17, 300:12, 301:5, 305:17, 309:3, 316:11, 316:15, 316:23, 329:6, 334:7, 335:25, 337:8, 338:6, 343:21, 345:9, 347:22, 349:3, 350:21, 353:9, 366:14, 369:25, 373:21, 374:11, 375:5, 376:16, 380:13, 382:24, 384:6, 384:10, 388:14, 396:1</p> <p><b>one's</b> [1] - 214:22</p> <p><b>one-cent</b> [1] - 126:2</p> <p><b>one-line</b> [1] - 278:24</p> <p><b>one-way</b> [1] - 56:15</p> <p><b>one-year</b> [1] - 240:11</p> <p><b>ones</b> [6] - 57:2, 143:17, 189:24, 245:25, 308:24, 394:3</p> <p><b>onesy</b> [1] - 395:14</p> <p><b>ongoing</b> [1] - 287:5</p> <p><b>open</b> [22] - 7:14, 7:15, 8:13, 8:17, 16:5, 18:1, 18:2, 18:25, 19:4, 24:9, 30:22, 122:2, 145:20, 184:11, 184:13, 184:14, 293:20, 296:9, 298:11, 298:17, 298:21, 388:7</p> <p><b>opened</b> [1] - 145:22</p> <p><b>Opening</b> [2] - 3:3, 3:4</p> <p><b>opening</b> [7] - 6:7, 20:19, 22:11, 24:16, 25:3, 26:10, 32:4</p> <p><b>operate</b> [1] - 367:19</p> <p><b>operating</b> [17] - 33:17, 109:15, 149:5, 194:7, 194:16, 196:4, 288:4, 288:7, 306:15, 308:1, 308:8, 308:20, 309:2, 309:4, 309:7, 310:1, 329:22</p> <p><b>operation</b> [1] - 44:12</p> <p><b>operational</b> [2] - 104:15, 104:21</p> <p><b>operations</b> [10] - 33:25, 35:24, 56:23, 288:5, 329:22, 369:6, 369:8,</p>	<p>369:13, 370:3, 370:6</p> <p><b>operator</b> [1] - 121:12</p> <p><b>ophthalmologist</b> [3] - 43:15, 64:15, 64:17</p> <p><b>opine</b> [2] - 113:23, 148:15</p> <p><b>opinion</b> [12] - 82:15, 107:7, 147:20, 168:19, 216:16, 292:1, 298:4, 376:14, 378:8, 379:22, 379:25, 380:15</p> <p><b>opportunities</b> [7] - 78:24, 126:22, 130:19, 131:6, 201:17, 296:8, 298:12</p> <p><b>opportunity</b> [25] - 8:11, 18:23, 24:22, 28:21, 48:22, 80:17, 98:21, 102:25, 115:13, 131:9, 136:2, 159:1, 164:1, 201:20, 227:24, 231:23, 233:1, 236:13, 236:15, 249:5, 249:13, 295:25, 296:12, 299:6, 299:8</p> <p><b>opposed</b> [4] - 31:3, 46:15, 117:2, 217:21</p> <p><b>optics</b> [1] - 56:19</p> <p><b>option</b> [2] - 170:14, 248:20</p> <p><b>options</b> [1] - 13:1</p> <p><b>oral</b> [2] - 8:4, 18:16</p> <p><b>oranges</b> [1] - 88:12</p> <p><b>order</b> [89] - 8:5, 8:14, 9:1, 10:2, 10:6, 10:12, 10:14, 11:2, 18:17, 19:1, 24:6, 24:7, 24:14, 25:15, 39:2, 55:6, 57:3, 57:15, 62:14, 70:17, 83:25, 85:7, 90:14, 90:15, 90:22, 90:23, 93:2, 93:9, 107:22, 112:20, 135:10, 145:14, 148:20, 160:7, 161:25, 163:5, 163:6, 163:11, 166:5, 169:18, 176:19, 178:18, 192:4, 194:1, 194:6, 195:8, 195:22, 203:24, 205:21, 205:25, 206:1, 206:5, 206:8, 211:12, 211:20, 212:21, 228:13, 230:21, 233:18, 242:11, 242:15, 242:18, 243:20, 243:24, 244:15, 245:11, 246:5, 246:11, 253:17, 268:15, 268:17, 269:24, 278:11, 279:24, 292:9, 313:7, 320:4, 335:18, 339:12, 366:8, 367:18, 367:21, 368:20, 368:21, 370:11, 373:2, 376:15, 388:11, 394:19</p> <p><b>Order</b> [9] - 4:12, 82:13, 178:4, 227:17, 232:20, 247:17, 258:2, 358:11,</p>
---	---	--	---

<p>368:6  <b>ordered</b> [3] - 162:2, 192:21, 230:18  <b>ordering</b> [3] - 262:13, 262:18, 264:11  <b>Ordering</b> [1] - 262:10  <b>orders</b> [16] - 21:11, 66:17, 66:19, 78:18, 79:1, 88:1, 205:22, 206:21, 208:7, 208:10, 218:16, 219:13, 240:5, 244:17, 255:16, 306:25  <b>organization</b> [3] - 244:7, 246:22, 291:8  <b>organize</b> [1] - 323:4  <b>original</b> [12] - 10:12, 25:14, 49:1, 57:6, 75:6, 195:12, 261:12, 263:6, 273:24, 325:19, 339:11, 377:17  <b>originally</b> [5] - 56:14, 193:24, 196:23, 265:19, 307:12  <b>originate</b> [14] - 154:22, 283:23, 284:10, 284:16, 333:16, 333:20, 334:24, 337:20, 350:1, 350:7, 350:14, 350:16, 350:19, 357:11  <b>originated</b> [3] - 6:18, 17:5, 356:4  <b>originates</b> [4] - 125:23, 316:11, 316:15, 348:16  <b>originating</b> [5] - 140:8, 311:9, 311:10, 334:7, 337:2  <b>origination</b> [1] - 349:25  <b>otherwise</b> [7] - 12:10, 171:4, 188:3, 218:11, 267:16, 279:20, 365:5  <b>ought</b> [2] - 285:18, 297:10  <b>out-of-service</b> [2] - 220:17, 220:21  <b>outage</b> [1] - 221:25  <b>outages</b> [1] - 75:22  <b>outfit</b> [1] - 278:23  <b>outlined</b> [3] - 24:1, 262:20, 296:22  <b>outpace</b> [1] - 43:9  <b>outs</b> [1] - 48:5  <b>outside</b> [26] - 46:22, 47:11, 98:13, 118:4, 122:8, 151:20, 165:15, 169:12, 186:5, 216:11, 218:10, 218:19, 220:25, 221:13, 228:18, 228:20, 251:22, 288:12, 291:3, 292:18, 303:25, 338:10, 363:25, 377:10, 392:13, 392:23  <b>overall</b> [2] - 390:11, 395:23  <b>overcharged</b> [1] - 364:11  <b>overcommit</b> [1] - 239:18</p>	<p><b>overflow</b> [2] - 253:1, 253:2  <b>overhead</b> [2] - 306:5, 329:20  <b>overlook</b> [1] - 200:9  <b>overnight</b> [1] - 57:12  <b>overrecover</b> [1] - 146:3  <b>overriding</b> [1] - 227:12  <b>overrule</b> [1] - 200:25  <b>overruled</b> [3] - 33:13, 202:25, 269:11  <b>overruling</b> [1] - 54:12  <b>overstaffed</b> [1] - 244:7  <b>overstriking</b> [1] - 192:18  <b>own</b> [22] - 10:17, 29:3, 30:5, 30:11, 31:4, 32:8, 33:20, 34:11, 35:9, 55:17, 56:7, 64:23, 121:23, 122:9, 144:25, 145:1, 172:11, 178:19, 289:21, 304:23, 313:20, 377:9  <b>owned</b> [1] - 29:3  <b>owner</b> [5] - 33:9, 64:16, 376:25, 377:8, 377:13  <b>ownership</b> [2] - 225:6, 225:23</p>	<p>141:13, 141:15, 152:13, 285:19, 353:1, 366:11  <b>pair</b> [2] - 219:25, 230:13  <b>papers</b> [2] - 310:3, 310:13  <b>paragraph</b> [5] - 184:18, 186:19, 270:9, 375:9, 385:5  <b>Parent</b> [13] - 331:7, 332:18, 333:3, 333:5, 333:8, 376:19, 376:21, 376:23, 376:24, 377:12, 377:20, 386:20, 387:1  <b>parent</b> [4] - 290:13, 331:14, 331:20, 331:24  <b>parenthesis</b> [2] - 77:14, 77:15  <b>parenthetically</b> [2] - 199:25, 239:10  <b>parity</b> [1] - 382:4  <b>parrot</b> [1] - 284:21  <b>parsing</b> [1] - 85:13  <b>Part</b> [1] - 330:15  <b>part</b> [35] - 26:1, 34:2, 34:4, 34:6, 37:8, 48:24, 55:24, 57:6, 58:6, 58:11, 74:17, 97:9, 104:20, 125:21, 130:3, 133:16, 143:18, 168:16, 173:2, 175:5, 182:9, 196:20, 222:5, 225:1, 229:17, 232:10, 249:25, 285:17, 293:13, 305:18, 317:20, 361:1, 388:23, 394:5, 394:10  <b>partially</b> [1] - 56:17  <b>participate</b> [3] - 29:6, 239:2, 376:16  <b>participated</b> [2] - 337:11, 380:5  <b>particular</b> [30] - 15:3, 15:24, 31:10, 32:5, 37:22, 40:13, 40:14, 48:14, 53:16, 67:7, 93:10, 93:17, 130:6, 130:20, 148:16, 153:13, 179:10, 193:18, 196:5, 201:13, 207:25, 215:18, 232:9, 245:11, 252:2, 264:25, 275:3, 333:24, 350:24, 353:8  <b>particularly</b> [1] - 21:1  <b>parties</b> [56] - 6:12, 7:9, 7:14, 7:17, 8:9, 9:1, 14:16, 16:3, 16:25, 17:21, 18:1, 18:4, 18:21, 19:13, 23:10, 78:23, 83:1, 89:4, 90:22, 110:17, 116:7, 118:5, 118:9, 133:9, 183:3, 187:10, 197:23, 199:20, 200:9, 202:5, 202:7, 204:14, 204:19, 217:14, 225:11, 230:24, 232:11, 241:25, 243:2,</p>	<p>262:17, 264:13, 274:6, 280:22, 293:13, 294:3, 294:17, 295:1, 295:16, 295:25, 296:4, 301:11, 345:13, 376:15, 378:24, 389:8, 391:22  <b>parties'</b> [1] - 23:9  <b>partner</b> [4] - 33:17, 33:18, 33:22, 33:24  <b>Partnership</b> [1] - 1:6  <b>partnership</b> [2] - 33:16, 33:20  <b>parts</b> [5] - 64:1, 222:1, 251:23, 316:19, 318:3  <b>party</b> [11] - 185:16, 211:24, 221:13, 225:5, 239:5, 272:22, 275:19, 283:4, 283:8, 293:19, 294:11  <b>party's</b> [1] - 184:24  <b>pass</b> [4] - 27:23, 145:7, 337:4, 340:14  <b>passed</b> [2] - 301:11, 335:8  <b>passing</b> [1] - 337:5  <b>past</b> [6] - 59:24, 153:10, 164:15, 376:6, 386:7, 390:24  <b>Pat</b> [3] - 6:5, 6:11, 16:24  <b>path</b> [21] - 127:3, 127:9, 127:20, 160:22, 162:6, 163:10, 163:11, 166:3, 168:8, 168:11, 183:11, 183:16, 210:24, 268:11, 269:5, 271:6, 381:20, 381:24, 381:25, 382:2, 382:12  <b>PATRICK</b> [1] - 1:22  <b>patterns</b> [1] - 333:25  <b>pay</b> [13] - 97:6, 113:19, 130:13, 131:12, 185:6, 185:8, 185:13, 287:7, 362:25, 383:13, 383:18, 394:16  <b>paying</b> [8] - 62:4, 120:3, 151:15, 151:20, 185:12, 239:2, 317:24, 321:12  <b>payment</b> [1] - 97:7  <b>payments</b> [4] - 113:19, 178:25, 286:9, 363:24  <b>pays</b> [3] - 97:12, 100:6, 124:1  <b>peak</b> [1] - 218:18  <b>Pearce</b> [3] - 2:7, 9:11, 19:21  <b>peer</b> [1] - 371:20  <b>Pelham</b> [9] - 5:6, 9:11, 11:11, 11:17, 12:25, 16:10, 19:21, 299:23, 388:13  <b>PELHAM</b> [6] - 2:7, 11:8, 11:19, 16:11, 299:19, 388:14  <b>Pelham's</b> [1] - 15:20  <b>pen</b> [1] - 173:11</p>
<b>P</b>	<b>P</b>		
<p><b>P.C</b> [1] - 2:14  <b>p.m</b> [5] - 16:22, 19:9, 158:1, 289:5, 396:23  <b>P.O</b> [2] - 2:9, 2:15  <b>Page</b> [1] - 3:2  <b>page</b> [72] - 30:15, 31:6, 33:6, 35:2, 47:16, 51:4, 55:11, 61:15, 63:7, 63:11, 74:17, 75:8, 77:12, 82:6, 83:12, 86:4, 88:25, 102:5, 103:5, 113:23, 114:6, 124:6, 128:4, 128:18, 130:6, 139:7, 142:15, 142:16, 147:7, 148:5, 148:6, 148:7, 178:17, 183:18, 184:14, 186:20, 191:20, 191:23, 191:24, 192:5, 262:1, 268:22, 268:23, 269:12, 269:19, 271:21, 274:1, 274:7, 274:8, 282:6, 282:10, 282:11, 327:11, 327:15, 327:25, 328:1, 328:2, 328:4, 346:11, 347:17, 353:25, 358:12, 358:17, 365:4, 365:6, 365:22, 367:4, 367:11, 367:12, 385:10  <b>pages</b> [8] - 48:12, 87:25, 96:5, 102:22, 138:19, 151:13, 348:13, 397:10  <b>paid</b> [11] - 21:6, 124:17, 131:18, 139:3, 139:5,</p>	<p><b>participated</b> [2] - 337:11, 380:5  <b>particular</b> [30] - 15:3, 15:24, 31:10, 32:5, 37:22, 40:13, 40:14, 48:14, 53:16, 67:7, 93:10, 93:17, 130:6, 130:20, 148:16, 153:13, 179:10, 193:18, 196:5, 201:13, 207:25, 215:18, 232:9, 245:11, 252:2, 264:25, 275:3, 333:24, 350:24, 353:8  <b>particularly</b> [1] - 21:1  <b>parties</b> [56] - 6:12, 7:9, 7:14, 7:17, 8:9, 9:1, 14:16, 16:3, 16:25, 17:21, 18:1, 18:4, 18:21, 19:13, 23:10, 78:23, 83:1, 89:4, 90:22, 110:17, 116:7, 118:5, 118:9, 133:9, 183:3, 187:10, 197:23, 199:20, 200:9, 202:5, 202:7, 204:14, 204:19, 217:14, 225:11, 230:24, 232:11, 241:25, 243:2,</p>	<p>141:13, 141:15, 152:13, 285:19, 353:1, 366:11  <b>pair</b> [2] - 219:25, 230:13  <b>papers</b> [2] - 310:3, 310:13  <b>paragraph</b> [5] - 184:18, 186:19, 270:9, 375:9, 385:5  <b>Parent</b> [13] - 331:7, 332:18, 333:3, 333:5, 333:8, 376:19, 376:21, 376:23, 376:24, 377:12, 377:20, 386:20, 387:1  <b>parent</b> [4] - 290:13, 331:14, 331:20, 331:24  <b>parenthesis</b> [2] - 77:14, 77:15  <b>parenthetically</b> [2] - 199:25, 239:10  <b>parity</b> [1] - 382:4  <b>parrot</b> [1] - 284:21  <b>parsing</b> [1] - 85:13  <b>Part</b> [1] - 330:15  <b>part</b> [35] - 26:1, 34:2, 34:4, 34:6, 37:8, 48:24, 55:24, 57:6, 58:6, 58:11, 74:17, 97:9, 104:20, 125:21, 130:3, 133:16, 143:18, 168:16, 173:2, 175:5, 182:9, 196:20, 222:5, 225:1, 229:17, 232:10, 249:25, 285:17, 293:13, 305:18, 317:20, 361:1, 388:23, 394:5, 394:10  <b>partially</b> [1] - 56:17  <b>participate</b> [3] - 29:6, 239:2, 376:16  <b>participated</b> [2] - 337:11, 380:5  <b>particular</b> [30] - 15:3, 15:24, 31:10, 32:5, 37:22, 40:13, 40:14, 48:14, 53:16, 67:7, 93:10, 93:17, 130:6, 130:20, 148:16, 153:13, 179:10, 193:18, 196:5, 201:13, 207:25, 215:18, 232:9, 245:11, 252:2, 264:25, 275:3, 333:24, 350:24, 353:8  <b>particularly</b> [1] - 21:1  <b>parties</b> [56] - 6:12, 7:9, 7:14, 7:17, 8:9, 9:1, 14:16, 16:3, 16:25, 17:21, 18:1, 18:4, 18:21, 19:13, 23:10, 78:23, 83:1, 89:4, 90:22, 110:17, 116:7, 118:5, 118:9, 133:9, 183:3, 187:10, 197:23, 199:20, 200:9, 202:5, 202:7, 204:14, 204:19, 217:14, 225:11, 230:24, 232:11, 241:25, 243:2,</p>	<p>262:17, 264:13, 274:6, 280:22, 293:13, 294:3, 294:17, 295:1, 295:16, 295:25, 296:4, 301:11, 345:13, 376:15, 378:24, 389:8, 391:22  <b>parties'</b> [1] - 23:9  <b>partner</b> [4] - 33:17, 33:18, 33:22, 33:24  <b>Partnership</b> [1] - 1:6  <b>partnership</b> [2] - 33:16, 33:20  <b>parts</b> [5] - 64:1, 222:1, 251:23, 316:19, 318:3  <b>party</b> [11] - 185:16, 211:24, 221:13, 225:5, 239:5, 272:22, 275:19, 283:4, 283:8, 293:19, 294:11  <b>party's</b> [1] - 184:24  <b>pass</b> [4] - 27:23, 145:7, 337:4, 340:14  <b>passed</b> [2] - 301:11, 335:8  <b>passing</b> [1] - 337:5  <b>past</b> [6] - 59:24, 153:10, 164:15, 376:6, 386:7, 390:24  <b>Pat</b> [3] - 6:5, 6:11, 16:24  <b>path</b> [21] - 127:3, 127:9, 127:20, 160:22, 162:6, 163:10, 163:11, 166:3, 168:8, 168:11, 183:11, 183:16, 210:24, 268:11, 269:5, 271:6, 381:20, 381:24, 381:25, 382:2, 382:12  <b>PATRICK</b> [1] - 1:22  <b>patterns</b> [1] - 333:25  <b>pay</b> [13] - 97:6, 113:19, 130:13, 131:12, 185:6, 185:8, 185:13, 287:7, 362:25, 383:13, 383:18, 394:16  <b>paying</b> [8] - 62:4, 120:3, 151:15, 151:20, 185:12, 239:2, 317:24, 321:12  <b>payment</b> [1] - 97:7  <b>payments</b> [4] - 113:19, 178:25, 286:9, 363:24  <b>pays</b> [3] - 97:12, 100:6, 124:1  <b>peak</b> [1] - 218:18  <b>Pearce</b> [3] - 2:7, 9:11, 19:21  <b>peer</b> [1] - 371:20  <b>Pelham</b> [9] - 5:6, 9:11, 11:11, 11:17, 12:25, 16:10, 19:21, 299:23, 388:13  <b>PELHAM</b> [6] - 2:7, 11:8, 11:19, 16:11, 299:19, 388:14  <b>Pelham's</b> [1] - 15:20  <b>pen</b> [1] - 173:11</p>

<p><b>penalty</b> [7] - 26:24, 76:11, 76:14, 189:6, 189:8, 323:17, 323:20</p> <p><b>pending</b> [8] - 22:2, 200:5, 203:5, 210:15, 210:20, 300:1, 300:10, 385:14</p> <p><b>Pending</b> [3] - 48:2, 54:16, 166:21</p> <p><b>penny</b> [2] - 183:20, 183:25</p> <p><b>people</b> [70] - 43:10, 43:24, 45:2, 45:5, 45:11, 59:1, 59:4, 59:6, 66:17, 67:8, 99:11, 105:3, 105:21, 111:17, 126:21, 128:14, 130:13, 131:9, 133:2, 133:18, 135:15, 137:24, 138:2, 141:3, 141:4, 141:5, 172:24, 173:3, 174:25, 175:10, 175:14, 175:24, 207:17, 209:22, 210:3, 210:5, 215:12, 218:6, 222:17, 222:21, 225:13, 236:3, 236:4, 236:5, 237:8, 237:13, 237:20, 237:23, 242:5, 244:1, 246:9, 251:9, 251:20, 251:21, 251:23, 252:1, 252:6, 272:5, 304:4, 311:14, 322:10, 344:13, 369:9, 372:5, 379:8, 393:15, 394:9, 396:9</p> <p><b>per</b> [71] - 30:3, 100:8, 111:16, 116:10, 131:8, 138:17, 138:18, 138:20, 139:2, 142:7, 142:8, 142:9, 165:1, 170:17, 170:18, 170:19, 171:8, 182:13, 183:1, 183:17, 192:14, 207:3, 218:16, 218:17, 239:12, 240:9, 240:12, 241:8, 245:17, 246:5, 246:11, 247:3, 270:18, 302:18, 302:19, 303:1, 303:2, 303:9, 303:10, 303:13, 303:14, 330:1, 330:4, 330:5, 330:7, 330:9, 330:10, 335:21, 341:25, 342:9, 343:21, 343:22, 361:19, 361:20, 369:14, 371:7, 373:25, 377:2, 377:3, 377:5, 379:24, 394:24</p> <p><b>per-customer</b> [3] - 302:18, 302:19, 330:4</p> <p><b>per-line</b> [1] - 330:4</p> <p><b>per-loop</b> [1] - 330:4</p> <p><b>perceive</b> [2] - 55:12, 92:20</p> <p><b>perceived</b> [4] - 24:15, 48:14, 48:17, 59:1</p> <p><b>percent</b> [52] - 33:8, 33:20, 119:16, 121:9, 124:14,</p>	<p>124:15, 127:19, 127:20, 127:23, 128:21, 138:10, 139:1, 139:24, 140:14, 141:16, 141:24, 142:21, 142:24, 143:1, 170:1, 170:5, 174:1, 177:15, 182:3, 193:25, 194:17, 237:1, 237:2, 244:2, 247:18, 256:25, 257:18, 332:19, 334:13, 351:13, 354:13, 354:15, 354:21, 355:7, 356:15, 357:8, 357:12, 360:7, 378:7, 380:10, 380:11, 383:4, 383:18, 383:23</p> <p><b>percentage</b> [8] - 142:11, 173:22, 351:11, 351:19, 353:20, 355:21, 355:24, 360:6</p> <p><b>percentages</b> [2] - 344:20, 352:7</p> <p><b>percentagewise</b> [1] - 351:10</p> <p><b>percentile</b> [2] - 370:17, 370:19</p> <p><b>perfect</b> [1] - 394:24</p> <p><b>perfectly</b> [3] - 145:23, 269:10, 352:7</p> <p><b>perform</b> [3] - 306:11, 378:4, 378:5</p> <p><b>performed</b> [4] - 333:22, 334:1, 370:20, 372:1</p> <p><b>perhaps</b> [12] - 44:9, 53:19, 110:18, 110:20, 124:25, 162:25, 164:22, 167:2, 242:12, 265:6, 297:15, 318:3</p> <p><b>period</b> [18] - 10:4, 63:19, 116:17, 127:22, 128:1, 139:4, 140:12, 142:20, 143:4, 208:5, 208:11, 225:24, 232:21, 233:17, 235:21, 241:8, 301:19, 386:2</p> <p><b>periods</b> [2] - 215:15, 216:24</p> <p><b>perjury</b> [15] - 26:19, 26:23, 76:6, 76:7, 76:10, 76:15, 188:25, 189:1, 189:4, 189:8, 323:12, 323:13, 323:16, 323:21</p> <p><b>permanent</b> [2] - 37:10, 244:10</p> <p><b>permit</b> [4] - 25:6, 113:25, 223:25, 396:7</p> <p><b>permits</b> [2] - 345:21, 346:20</p> <p><b>perplexing</b> [1] - 214:19</p> <p><b>person</b> [20] - 26:21, 37:21, 58:19, 76:8, 119:10, 120:24, 121:1, 121:2, 121:5, 132:12, 132:14, 134:4, 134:5, 134:7,</p>	<p>134:12, 134:13, 189:3, 245:12, 323:14, 329:3</p> <p><b>personal</b> [2] - 42:25, 284:6</p> <p><b>personally</b> [4] - 34:3, 99:9, 290:24, 379:6</p> <p><b>personnel</b> [5] - 12:8, 110:15, 115:25, 206:13, 206:15</p> <p><b>perspective</b> [4] - 184:2, 283:21, 302:4, 363:6</p> <p><b>persuade</b> [1] - 392:5</p> <p><b>pertains</b> [4] - 193:22, 194:21, 243:20, 243:25</p> <p><b>pertinent</b> [2] - 7:21, 18:8</p> <p><b>perverse</b> [1] - 335:4</p> <p><b>petition</b> [14] - 6:19, 7:13, 8:6, 14:17, 15:17, 17:6, 17:25, 18:18, 24:21, 78:2, 81:7, 81:9, 82:21, 158:6</p> <p><b>Petitioner</b> [1] - 1:7</p> <p><b>petitioner</b> [2] - 9:6, 19:16</p> <p><b>PETITIONER</b> [1] - 2:10</p> <p><b>petitioning</b> [1] - 293:19</p> <p><b>phantom</b> [6] - 126:18, 336:25, 337:7, 337:9, 340:10, 340:13</p> <p><b>phase</b> [2] - 169:9, 169:16</p> <p><b>phased</b> [2] - 160:20, 209:15</p> <p><b>phenomenon</b> [1] - 393:21</p> <p><b>phone</b> [25] - 14:6, 61:19, 61:21, 61:25, 62:1, 62:4, 66:19, 74:6, 123:17, 134:1, 134:24, 136:24, 154:18, 171:20, 172:14, 172:25, 175:5, 222:1, 228:4, 236:16, 254:1, 343:6, 382:24, 383:8, 383:11</p> <p><b>phones</b> [2] - 171:19, 176:4</p> <p><b>phrases</b> [1] - 94:22</p> <p><b>physical</b> [26] - 23:13, 56:5, 81:3, 81:23, 81:25, 82:3, 85:3, 85:10, 87:4, 87:14, 115:18, 116:21, 118:17, 131:25, 161:10, 165:11, 182:19, 187:22, 203:12, 205:10, 206:7, 213:3, 213:16, 291:12, 337:25, 393:3</p> <p><b>physically</b> [10] - 23:16, 88:18, 89:5, 96:17, 203:15, 209:25, 246:17, 291:10, 291:20, 334:20</p> <p><b>pick</b> [8] - 16:16, 129:24, 153:22, 154:18, 158:12, 173:13, 364:9, 396:8</p> <p><b>picked</b> [4] - 36:14, 61:25, 228:2, 349:3</p> <p><b>picking</b> [1] - 393:1</p> <p><b>picks</b> [1] - 154:25</p> <p><b>piece</b> [13] - 97:12, 99:14, 99:15, 100:5, 100:11,</p>	<p>101:12, 118:2, 118:18, 125:20, 241:18, 248:11, 248:14, 347:23</p> <p><b>pieces</b> [1] - 248:17</p> <p><b>pinch</b> [2] - 100:20, 172:19</p> <p><b>pink</b> [1] - 396:2</p> <p><b>Place</b> [1] - 287:18</p> <p><b>place</b> [48] - 8:25, 12:11, 12:19, 19:12, 52:17, 56:4, 56:14, 56:16, 68:2, 84:16, 95:7, 112:9, 113:11, 115:21, 115:24, 119:2, 134:3, 146:18, 157:22, 160:6, 169:4, 171:7, 172:9, 174:11, 176:1, 198:19, 235:9, 240:17, 242:3, 254:11, 254:13, 254:14, 254:19, 254:20, 264:19, 264:21, 283:9, 285:22, 287:9, 287:14, 293:4, 301:21, 304:21, 314:25, 331:20, 333:7, 389:19, 397:7</p> <p><b>placed</b> [2] - 61:6, 361:13</p> <p><b>places</b> [6] - 64:12, 65:22, 118:3, 253:6, 287:7, 317:24</p> <p><b>Plain</b> [1] - 31:17</p> <p><b>Plains</b> [1] - 31:13</p> <p><b>plan</b> [9] - 28:25, 32:3, 43:24, 52:23, 61:3, 73:3, 128:4, 156:21, 161:16</p> <p><b>plane</b> [2] - 153:16, 338:25</p> <p><b>planned</b> [5] - 6:7, 25:22, 153:19, 265:24, 388:20</p> <p><b>planning</b> [3] - 28:24, 153:12, 308:12</p> <p><b>plans</b> [2] - 65:17, 157:7</p> <p><b>plant</b> [29] - 59:22, 69:22, 110:8, 110:11, 111:15, 121:24, 122:8, 155:20, 156:25, 219:21, 220:3, 220:5, 221:20, 223:24, 242:20, 245:11, 251:23, 254:11, 254:13, 254:14, 254:19, 254:20, 280:17, 280:20, 280:23, 281:2, 303:25, 305:10</p> <p><b>platform</b> [5] - 35:4, 203:11, 240:14, 309:16</p> <p><b>plausible</b> [1] - 205:10</p> <p><b>play</b> [3] - 94:7, 215:19, 215:23</p> <p><b>pleadings</b> [1] - 86:25</p> <p><b>pleasure</b> [1] - 387:20</p> <p><b>plenty</b> [1] - 102:24</p> <p><b>Plentywood</b> [1] - 252:22</p> <p><b>PLLC</b> [3] - 2:3, 9:11, 19:20</p> <p><b>plus</b> [7] - 100:1, 306:5, 355:20, 355:21, 357:5,</p>
---	--	--	---

<p>360:25, 361:7  <b>point</b> [82] - 7:4, 9:5, 14:20, 17:16, 34:21, 39:2, 39:9, 39:21, 42:19, 53:5, 54:25, 56:5, 59:16, 66:24, 79:8, 85:2, 85:11, 85:15, 85:22, 89:1, 89:2, 96:13, 101:21, 107:15, 109:8, 109:23, 112:2, 118:7, 118:9, 122:7, 123:24, 128:7, 133:10, 137:9, 161:9, 172:19, 175:25, 176:6, 178:6, 182:4, 183:15, 188:15, 194:11, 199:11, 199:12, 200:20, 208:19, 213:11, 213:19, 225:25, 229:8, 232:12, 234:1, 245:2, 265:12, 275:5, 283:12, 284:12, 285:13, 293:11, 294:19, 296:13, 313:10, 315:3, 315:4, 317:10, 318:17, 331:19, 332:22, 333:6, 343:14, 343:17, 344:19, 345:10, 347:25, 348:22, 353:7, 356:23, 373:21, 374:11, 382:8  <b>Point</b> [1] - 252:20  <b>pointed</b> [4] - 41:18, 308:18, 395:24, 395:25  <b>pointing</b> [2] - 37:16, 345:15  <b>points</b> [4] - 118:9, 173:11, 180:25, 342:15  <b>poke</b> [1] - 314:14  <b>police</b> [1] - 137:23  <b>policy</b> [3] - 27:16, 285:25, 287:9  <b>pool</b> [1] - 129:10  <b>pooled</b> [1] - 129:20  <b>Poplar</b> [1] - 252:21  <b>popular</b> [2] - 316:19, 316:21  <b>populate</b> [1] - 256:12  <b>population</b> [1] - 236:21  <b>port</b> [8] - 206:14, 239:25, 241:1, 243:20, 245:6, 245:17, 319:3, 395:15  <b>portability</b> [18] - 6:25, 17:12, 250:24, 251:2, 251:22, 252:3, 255:19, 256:1, 257:1, 259:6, 260:7, 260:13, 260:17, 260:18, 262:14, 262:18, 264:11, 322:14  <b>Portability</b> [1] - 262:11  <b>ported</b> [4] - 182:20, 244:14, 256:5, 256:9  <b>porting</b> [8] - 203:8, 203:9, 240:23, 240:24, 260:2, 264:16, 337:23, 338:15  <b>portion</b> [3] - 53:23, 194:8, 330:19</p>	<p><b>portions</b> [3] - 191:22, 191:25, 328:15  <b>ports</b> [1] - 207:3  <b>posed</b> [1] - 102:24  <b>position</b> [9] - 13:5, 29:6, 168:4, 185:23, 194:12, 211:14, 227:14, 229:16, 394:17  <b>positions</b> [2] - 22:9, 389:11  <b>possibility</b> [5] - 67:13, 68:10, 183:11, 222:22, 377:19  <b>possible</b> [13] - 12:2, 12:20, 22:1, 58:11, 95:1, 104:24, 134:18, 210:24, 216:5, 221:12, 221:15, 241:12, 300:10  <b>possibly</b> [4] - 55:5, 95:3, 103:8, 150:14  <b>post</b> [2] - 8:15, 337:25  <b>post-1996</b> [1] - 56:2  <b>posthearing</b> [2] - 19:2, 229:23  <b>postpone</b> [1] - 16:15  <b>potential</b> [10] - 40:5, 55:6, 59:5, 181:8, 193:19, 334:18, 334:21, 335:22, 371:10, 372:22  <b>potentially</b> [4] - 12:9, 218:15, 307:3, 345:12  <b>power</b> [4] - 15:24, 118:21, 221:25, 228:8  <b>powered</b> [1] - 177:17  <b>PowerPoint</b> [1] - 368:9  <b>practical</b> [3] - 94:14, 195:9, 228:10  <b>practice</b> [5] - 25:11, 234:2, 297:18, 324:24, 366:20  <b>precedence</b> [2] - 205:22, 206:12  <b>preceding</b> [1] - 45:25  <b>precise</b> [2] - 71:12, 320:4  <b>predict</b> [2] - 221:1, 221:3  <b>predictable</b> [1] - 129:2  <b>predicting</b> [1] - 241:13  <b>preemptive</b> [1] - 228:8  <b>prefer</b> [1] - 230:17  <b>preferable</b> [1] - 184:1  <b>preferred</b> [1] - 118:8  <b>prefiled</b> [30] - 15:9, 48:17, 77:3, 77:8, 80:5, 113:11, 147:6, 148:8, 190:8, 190:15, 190:25, 191:2, 191:8, 193:2, 193:12, 198:12, 198:20, 202:7, 202:13, 202:14, 249:12, 324:9, 325:16, 325:20, 326:2, 326:5, 326:8, 326:15, 326:22, 392:4  <b>Prefiled</b> [4] - 4:4, 4:6, 4:16, 4:19</p>	<p><b>prejudices</b> [1] - 196:7  <b>prejudicial</b> [3] - 197:5, 201:19, 298:4  <b>prem</b> [1] - 203:13  <b>premise</b> [8] - 84:4, 99:17, 122:2, 132:2, 171:17, 182:6, 348:15  <b>premises</b> [1] - 329:14  <b>preordering</b> [1] - 262:10  <b>prepare</b> [2] - 271:25, 312:11  <b>prepared</b> [11] - 13:11, 93:18, 93:19, 246:24, 247:8, 258:22, 264:24, 309:22, 312:15, 334:12, 376:11  <b>preparing</b> [2] - 9:23, 43:12  <b>present</b> [4] - 9:12, 19:25, 20:16, 307:18  <b>Presentation</b> [1] - 4:7  <b>presentation</b> [2] - 357:25, 358:6  <b>presented</b> [12] - 8:10, 12:25, 15:16, 18:22, 195:25, 198:5, 263:3, 263:5, 263:7, 315:14, 318:23, 380:3  <b>resents</b> [1] - 131:8  <b>resents</b> [2] - 27:15, 77:2  <b>pressure</b> [2] - 44:13, 105:11  <b>presumably</b> [1] - 383:2  <b>presume</b> [3] - 277:4, 347:8, 390:13  <b>presumes</b> [1] - 390:15  <b>presumption</b> [2] - 336:11, 342:17  <b>pretrial</b> [1] - 10:19  <b>pretty</b> [25] - 15:6, 26:5, 92:18, 93:9, 97:20, 101:6, 104:23, 117:13, 138:5, 147:2, 147:22, 154:12, 170:3, 176:20, 185:22, 228:15, 287:25, 288:1, 292:16, 307:21, 314:23, 317:25, 336:18, 352:9, 391:13  <b>prevail</b> [1] - 394:13  <b>prevailing</b> [3] - 227:3, 394:22, 394:23  <b>prevalent</b> [1] - 318:4  <b>prevents</b> [1] - 70:3  <b>previous</b> [18] - 32:23, 33:4, 37:19, 39:4, 40:3, 41:17, 45:23, 46:11, 46:12, 80:14, 80:18, 80:24, 81:17, 88:9, 147:15, 147:18, 182:3, 326:19  <b>previously</b> [13] - 7:16, 14:16, 18:3, 35:18, 59:13, 121:13, 299:1, 315:4, 327:7, 331:14, 331:15, 334:1, 376:24  <b>price</b> [6] - 93:16, 160:23,</p>	<p>172:2, 172:4, 259:18, 369:19  <b>pricing</b> [8] - 84:24, 85:24, 184:22, 185:5, 185:24, 186:10, 245:4, 272:21  <b>pride</b> [1] - 222:6  <b>primarily</b> [5] - 116:25, 131:3, 238:5, 246:22, 336:13  <b>primary</b> [7] - 29:15, 31:13, 31:17, 41:3, 57:10, 193:20, 229:3  <b>principal</b> [1] - 324:21  <b>principle</b> [3] - 212:8, 226:1, 369:2  <b>Pringle</b> [2] - 2:14, 20:7  <b>print</b> [2] - 37:10, 176:15  <b>printing</b> [2] - 177:4, 177:17  <b>priority</b> [4] - 220:18, 220:22, 239:13  <b>problem</b> [15] - 62:10, 69:21, 75:21, 88:7, 88:8, 186:1, 237:11, 238:21, 241:3, 241:4, 305:13, 317:9, 337:6, 339:21, 381:12  <b>problems</b> [9] - 62:2, 66:20, 75:23, 94:13, 130:11, 130:16, 156:6, 229:18, 237:12  <b>proceed</b> [9] - 13:2, 13:6, 26:12, 27:7, 93:4, 188:18, 203:1, 204:5, 324:1  <b>proceeding</b> [25] - 22:10, 22:21, 27:18, 32:23, 33:2, 34:21, 48:19, 49:19, 51:13, 51:22, 54:1, 59:19, 77:4, 83:10, 87:21, 88:9, 88:10, 88:16, 91:2, 149:17, 184:12, 297:20, 298:6, 312:15, 391:2  <b>proceedings</b> [6] - 6:1, 22:15, 80:12, 295:8, 380:5, 397:6  <b>process</b> [62] - 14:9, 23:17, 28:22, 60:18, 84:17, 86:13, 89:10, 90:12, 91:14, 97:19, 100:3, 115:16, 115:25, 117:13, 117:18, 133:17, 161:8, 161:12, 203:8, 203:10, 203:14, 204:2, 204:6, 204:10, 205:8, 206:20, 211:4, 215:5, 217:20, 218:16, 223:25, 227:20, 233:18, 240:16, 240:23, 243:6, 243:7, 245:21, 256:16, 256:18, 256:19, 259:12, 260:6, 260:12, 262:19, 264:8, 287:6, 294:15, 294:24, 295:25, 319:8, 330:14, 337:23, 338:3, 338:4, 338:15, 338:17, 366:17,</p>
--	--	---	---

<p>371:19, 371:25, 379:18  <b>processes</b> <sup>[11]</sup> - 134:2, 240:17, 260:18, 262:17, 264:1, 264:10, 264:19, 291:13, 296:2, 296:3, 379:14  <b>produce</b> <sup>[1]</sup> - 246:23  <b>product</b> <sup>[5]</sup> - 73:25, 194:22, 215:23, 223:1, 369:18  <b>production</b> <sup>[1]</sup> - 205:20  <b>Production</b> <sup>[2]</sup> - 271:16, 271:18  <b>productive</b> <sup>[1]</sup> - 157:25  <b>products</b> <sup>[1]</sup> - 209:14  <b>professional</b> <sup>[1]</sup> - 324:12  <b>Professional</b> <sup>[2]</sup> - 397:4, 397:17  <b>proficient</b> <sup>[3]</sup> - 221:19, 243:12, 244:4  <b>profit</b> <sup>[2]</sup> - 119:22, 395:3  <b>programming</b> <sup>[2]</sup> - 155:15, 379:15  <b>project</b> <sup>[1]</sup> - 311:23  <b>projected</b> <sup>[1]</sup> - 193:23  <b>projecting</b> <sup>[1]</sup> - 148:21  <b>projections</b> <sup>[3]</sup> - 68:16, 310:19, 313:17  <b>projects</b> <sup>[1]</sup> - 224:2  <b>promise</b> <sup>[4]</sup> - 289:12, 289:25, 368:18, 387:24  <b>promote</b> <sup>[1]</sup> - 226:21  <b>promoting</b> <sup>[1]</sup> - 66:19  <b>proof</b> <sup>[2]</sup> - 13:3, 22:5  <b>proper</b> <sup>[2]</sup> - 56:1, 337:3  <b>properly</b> <sup>[3]</sup> - 22:20, 51:8, 255:10  <b>property</b> <sup>[2]</sup> - 331:10, 377:1  <b>proportion</b> <sup>[4]</sup> - 350:12, 351:7, 352:1, 352:2  <b>proportional</b> <sup>[2]</sup> - 355:14, 355:15  <b>proportionate</b> <sup>[1]</sup> - 312:5  <b>proposal</b> <sup>[10]</sup> - 79:21, 100:15, 100:19, 113:18, 182:1, 208:10, 289:16, 290:2, 300:1, 371:17  <b>proposals</b> <sup>[2]</sup> - 79:9, 150:2  <b>proposed</b> <sup>[35]</sup> - 7:2, 7:9, 8:16, 17:14, 17:21, 19:3, 21:14, 22:25, 23:2, 23:3, 79:2, 79:4, 81:16, 96:8, 97:6, 100:1, 101:11, 138:7, 170:7, 238:17, 246:4, 251:7, 260:23, 266:5, 266:13, 267:21, 271:11, 271:21, 272:1, 294:4, 294:15, 295:14, 318:24, 368:22, 388:7  <b>proposes</b> <sup>[2]</sup> - 78:11, 78:16  <b>proposing</b> <sup>[12]</sup> - 44:11, 86:5,</p>	<p>102:8, 106:6, 138:23, 187:10, 249:24, 250:1, 256:24, 389:15, 389:20, 391:14  <b>prospective</b> <sup>[1]</sup> - 98:9  <b>protect</b> <sup>[1]</sup> - 95:7  <b>protected</b> <sup>[5]</sup> - 100:18, 128:24, 144:13, 227:1, 392:25  <b>protects</b> <sup>[1]</sup> - 139:23  <b>proud</b> <sup>[1]</sup> - 220:20  <b>Provide</b> <sup>[1]</sup> - 271:18  <b>provide</b> <sup>[64]</sup> - 21:21, 28:10, 28:16, 29:4, 29:5, 35:4, 35:6, 35:10, 35:12, 35:15, 35:16, 37:23, 40:18, 41:12, 42:16, 44:5, 44:11, 45:14, 45:22, 46:16, 57:4, 57:16, 57:23, 58:13, 60:3, 64:23, 65:24, 66:23, 72:18, 72:19, 72:20, 74:13, 78:9, 102:22, 113:20, 119:25, 127:3, 127:14, 127:15, 130:6, 138:17, 155:15, 180:8, 201:17, 214:7, 216:3, 226:24, 227:18, 228:9, 230:18, 233:7, 250:23, 267:11, 271:11, 273:20, 287:21, 298:25, 309:25, 310:12, 322:12, 326:10, 357:20, 381:10  <b>provided</b> <sup>[32]</sup> - 7:18, 12:5, 18:5, 24:2, 35:14, 43:7, 90:20, 156:16, 167:18, 168:6, 169:19, 170:8, 192:3, 195:3, 196:20, 202:22, 215:22, 247:5, 251:11, 251:13, 259:20, 263:19, 263:25, 271:15, 286:12, 310:6, 314:1, 347:3, 347:12, 391:4, 391:19  <b>provider</b> <sup>[12]</sup> - 49:13, 67:10, 67:13, 67:14, 79:16, 123:9, 167:4, 167:15, 180:13, 184:5, 242:1, 290:16  <b>providers</b> <sup>[11]</sup> - 34:12, 57:20, 101:2, 108:22, 112:21, 112:25, 167:6, 167:7, 167:20, 178:18, 290:6  <b>provides</b> <sup>[3]</sup> - 64:19, 78:18, 221:22  <b>providing</b> <sup>[10]</sup> - 28:11, 28:19, 120:4, 154:20, 200:10, 209:8, 275:2, 324:17, 336:12, 345:19  <b>provision</b> <sup>[6]</sup> - 225:9, 300:10, 300:14, 300:17, 301:4, 317:4  <b>provisions</b> <sup>[14]</sup> - 6:13, 7:21,</p>	<p>7:22, 17:1, 18:8, 18:9, 184:21, 186:25, 187:11, 187:14, 187:19, 188:1, 261:25, 262:21  <b>proxies</b> <sup>[6]</sup> - 341:15, 341:17, 341:24, 342:8, 376:12, 389:25  <b>proxy</b> <sup>[6]</sup> - 183:22, 341:20, 342:12, 342:23, 342:24, 345:17  <b>PSC</b> <sup>[16]</sup> - 6:15, 17:2, 24:17, 90:22, 92:16, 92:25, 93:7, 93:15, 169:13, 179:10, 179:18, 200:1, 201:6, 211:9, 227:14, 364:12  <b>PU-11-697</b> <sup>[4]</sup> - 1:8, 6:17, 17:4, 158:5  <b>pU-11-697</b> <sup>[1]</sup> - 396:17  <b>public</b> <sup>[19]</sup> - 27:15, 47:18, 54:9, 58:25, 80:25, 81:11, 81:15, 81:18, 81:22, 81:25, 89:17, 113:24, 114:16, 164:12, 203:24, 226:11, 381:7, 396:7  <b>PUBLIC</b> <sup>[1]</sup> - 1:3  <b>Public</b> <sup>[26]</sup> - 6:14, 6:16, 8:12, 8:20, 8:23, 17:1, 17:3, 18:24, 19:7, 19:10, 53:1, 68:8, 90:13, 106:16, 107:12, 158:4, 159:8, 159:12, 232:15, 286:1, 380:15, 380:22, 380:25, 381:6, 381:16, 396:17  <b>public's</b> <sup>[1]</sup> - 226:17  <b>Pugh</b> <sup>[1]</sup> - 176:11  <b>pull</b> <sup>[1]</sup> - 250:17  <b>pulled</b> <sup>[2]</sup> - 11:3, 80:21  <b>pumping</b> <sup>[12]</sup> - 108:20, 126:18, 130:3, 130:20, 162:18, 233:10, 334:16, 336:25, 337:10, 339:13, 340:5, 340:8  <b>pun</b> <sup>[1]</sup> - 14:7  <b>punished</b> <sup>[1]</sup> - 233:12  <b>purchase</b> <sup>[2]</sup> - 64:13, 290:15  <b>purchased</b> <sup>[1]</sup> - 31:20  <b>purely</b> <sup>[2]</sup> - 236:21, 275:23  <b>purple</b> <sup>[7]</sup> - 37:9, 38:6, 39:20, 110:23, 156:3, 156:14, 396:4  <b>purporting</b> <sup>[1]</sup> - 310:18  <b>purpose</b> <sup>[14]</sup> - 28:9, 29:15, 38:12, 193:17, 193:20, 194:23, 241:1, 291:11, 295:24, 309:11, 309:19, 314:24, 319:25, 357:19  <b>purposes</b> <sup>[10]</sup> - 6:23, 17:10, 38:25, 80:22, 119:15, 194:19, 307:7, 314:18, 361:24, 363:15</p>	<p><b>pursuant</b> <sup>[7]</sup> - 6:13, 8:14, 16:25, 19:1, 78:4, 83:22, 376:4  <b>pursue</b> <sup>[1]</sup> - 236:14  <b>pursued</b> <sup>[2]</sup> - 204:8, 211:5  <b>pursuit</b> <sup>[1]</sup> - 245:19  <b>put</b> <sup>[21]</sup> - 15:12, 71:18, 125:8, 136:12, 168:4, 177:9, 198:18, 200:13, 201:25, 202:1, 208:11, 211:14, 277:6, 277:9, 314:25, 315:4, 335:11, 362:6, 371:16, 388:12, 388:24  <b>putting</b> <sup>[1]</sup> - 225:6</p> <p style="text-align: center;"><b>Q</b></p> <p><b>QSI</b> <sup>[3]</sup> - 9:14, 20:2, 77:1  <b>qualifier</b> <sup>[2]</sup> - 114:24, 114:25  <b>qualify</b> <sup>[5]</sup> - 85:19, 306:18, 330:11, 332:16, 332:23  <b>quality</b> <sup>[4]</sup> - 29:4, 41:5, 78:10, 391:21  <b>questioning</b> <sup>[3]</sup> - 89:16, 91:11, 191:7  <b>questions</b> <sup>[48]</sup> - 20:25, 25:5, 61:8, 61:11, 64:3, 64:9, 65:17, 66:3, 66:9, 67:12, 72:24, 73:12, 75:16, 92:1, 94:18, 97:21, 101:21, 102:24, 103:2, 116:15, 117:15, 158:16, 158:20, 158:22, 161:7, 164:18, 182:5, 196:14, 201:12, 201:22, 207:2, 221:10, 261:17, 271:10, 302:8, 305:20, 307:6, 309:21, 318:7, 320:19, 329:1, 357:13, 365:3, 366:17, 367:9, 374:17, 384:5, 384:10  <b>quick</b> <sup>[2]</sup> - 307:21, 321:6  <b>quicker</b> <sup>[5]</sup> - 100:16, 116:11, 243:9, 243:11, 246:2  <b>quickly</b> <sup>[13]</sup> - 22:1, 118:17, 118:23, 127:12, 141:2, 162:8, 173:13, 211:11, 211:16, 244:5, 365:3, 367:3, 391:17  <b>quite</b> <sup>[11]</sup> - 12:9, 36:5, 78:6, 141:10, 177:19, 217:6, 241:10, 309:1, 363:4, 367:1, 388:19  <b>quotation</b> <sup>[1]</sup> - 61:1  <b>quote</b> <sup>[1]</sup> - 178:19  <b>quoted</b> <sup>[1]</sup> - 60:24  <b>quotes</b> <sup>[1]</sup> - 130:7  <b>Qwest</b> <sup>[5]</sup> - 103:24, 151:22, 152:4, 153:3, 186:9</p>
---	---	--	---

R			
<p><b>raise</b> [5] - 76:15, 170:15, 175:25, 189:8, 323:21</p> <p><b>raised</b> [6] - 14:20, 127:11, 202:20, 208:17, 214:5, 365:20</p> <p><b>raises</b> [1] - 101:20</p> <p><b>raising</b> [2] - 171:13, 172:1</p> <p><b>range</b> [8] - 151:25, 167:21, 167:22, 342:3, 342:12, 342:16, 342:18, 379:19</p> <p><b>ranged</b> [1] - 342:8</p> <p><b>ranges</b> [2] - 342:14, 361:16</p> <p><b>rapidly</b> [1] - 69:11</p> <p><b>ratchet</b> [1] - 141:24</p> <p><b>ratchets</b> [1] - 361:20</p> <p><b>rate</b> [149] - 4:15, 21:6, 21:17, 33:3, 67:23, 78:12, 78:24, 92:11, 102:9, 106:5, 106:6, 107:5, 107:16, 107:18, 107:20, 107:21, 108:19, 119:16, 124:10, 124:17, 124:25, 126:2, 126:3, 126:5, 126:14, 131:19, 140:12, 140:24, 146:21, 151:19, 151:22, 152:1, 152:2, 152:4, 152:14, 152:15, 152:21, 160:23, 160:25, 162:22, 163:2, 163:6, 163:10, 163:13, 163:18, 164:20, 164:21, 164:23, 164:25, 165:2, 165:3, 165:4, 165:6, 165:9, 165:12, 165:14, 165:24, 166:7, 166:14, 167:12, 167:14, 168:1, 168:4, 168:6, 179:3, 179:11, 179:12, 183:22, 185:9, 185:11, 185:12, 185:13, 194:4, 216:20, 216:25, 232:16, 246:4, 246:9, 251:7, 251:8, 259:24, 267:21, 267:24, 268:3, 271:11, 271:20, 272:1, 272:5, 272:10, 285:18, 305:23, 319:16, 322:12, 324:18, 329:8, 335:2, 335:20, 341:5, 341:24, 342:4, 343:19, 343:21, 344:4, 344:6, 344:8, 344:12, 345:7, 345:12, 345:22, 352:15, 353:3, 353:4, 363:20, 365:19, 366:11, 374:25, 375:2, 375:4, 376:10, 379:24, 379:25, 380:1, 380:12, 380:19, 381:17, 381:18, 381:19, 381:22, 382:9,</p>	<p>382:11, 382:12, 382:13, 382:14, 389:14, 389:16, 389:17, 389:23, 390:1, 391:3, 391:4, 391:10, 391:11, 391:14, 391:15, 395:4</p> <p><b>rate-of-return</b> [3] - 324:18, 329:8, 363:20</p> <p><b>rates</b> [128] - 21:14, 21:15, 102:7, 103:7, 106:18, 106:20, 106:22, 106:23, 107:1, 107:13, 108:13, 108:20, 108:23, 124:8, 124:15, 126:1, 126:7, 126:13, 126:17, 127:25, 128:5, 129:17, 129:19, 129:21, 130:5, 130:10, 130:14, 131:4, 151:14, 151:15, 152:11, 159:25, 160:3, 160:11, 161:2, 162:6, 163:8, 163:9, 163:16, 163:20, 163:21, 163:24, 164:2, 165:16, 167:18, 170:15, 171:13, 172:2, 178:11, 179:4, 184:3, 185:3, 185:7, 185:9, 185:14, 185:17, 185:19, 185:25, 186:6, 186:16, 231:10, 232:3, 232:4, 232:6, 238:22, 245:14, 257:21, 258:13, 258:14, 259:17, 265:3, 267:19, 268:16, 270:22, 271:1, 272:14, 272:15, 272:17, 300:2, 300:4, 317:17, 318:4, 318:5, 318:11, 318:13, 318:16, 318:20, 320:22, 320:25, 321:24, 322:4, 330:23, 337:15, 337:18, 340:17, 343:21, 344:24, 345:2, 345:15, 346:21, 346:22, 346:24, 357:17, 375:14, 375:17, 375:20, 376:1, 376:3, 379:12, 380:2, 380:3, 380:11, 382:1, 382:3, 382:4, 382:5, 385:19, 385:22, 386:1, 386:3, 386:5, 392:14, 392:15, 394:22, 394:23</p> <p><b>rather</b> [8] - 49:3, 174:3, 178:24, 218:22, 238:8, 241:19, 261:24, 346:5</p> <p><b>ratio</b> [4] - 349:3, 349:12, 351:25, 354:16</p> <p><b>rationale</b> [4] - 126:10, 126:12, 127:9, 162:5</p> <p><b>rattle</b> [1] - 226:9</p> <p><b>re</b> [2] - 4:15, 190:20</p> <p><b>re-marking</b> [1] - 190:20</p>	<p><b>reach</b> [1] - 296:5</p> <p><b>reaction</b> [1] - 196:19</p> <p><b>read</b> [29] - 6:7, 48:1, 48:2, 54:16, 92:7, 93:9, 94:19, 94:23, 101:18, 166:20, 166:21, 174:8, 176:18, 187:5, 202:5, 250:18, 262:8, 269:16, 270:4, 270:12, 270:23, 270:24, 271:16, 274:25, 297:24, 341:8, 342:5, 375:8, 385:6</p> <p><b>reading</b> [4] - 84:20, 177:1, 270:9, 365:25</p> <p><b>ready</b> [6] - 13:9, 188:17, 267:11, 267:14, 292:2, 293:1</p> <p><b>real</b> [3] - 279:15, 348:5, 395:20</p> <p><b>realistic</b> [1] - 147:12</p> <p><b>Reality</b> [1] - 358:7</p> <p><b>reality</b> [2] - 12:14, 326:17</p> <p><b>realized</b> [2] - 116:9, 315:3</p> <p><b>really</b> [49] - 15:1, 15:5, 24:23, 42:18, 50:15, 57:5, 57:23, 67:1, 79:9, 80:21, 88:12, 90:25, 91:6, 94:17, 94:24, 95:3, 120:4, 134:13, 134:14, 136:5, 139:10, 152:6, 177:23, 187:12, 197:5, 200:10, 225:16, 226:5, 226:11, 229:8, 234:18, 235:21, 240:12, 272:4, 274:15, 291:11, 296:16, 296:18, 298:15, 315:19, 315:20, 320:19, 335:16, 337:9, 356:5, 379:2, 389:13, 392:17</p> <p><b>reason</b> [20] - 21:9, 55:13, 70:1, 105:9, 106:12, 108:1, 108:13, 168:17, 187:20, 192:23, 232:12, 233:4, 244:2, 314:3, 314:16, 332:17, 350:11, 363:16, 378:18, 390:9</p> <p><b>reasonable</b> [19] - 78:6, 79:6, 107:2, 165:16, 168:10, 183:15, 225:1, 225:6, 238:20, 239:19, 245:6, 280:23, 288:13, 319:7, 319:8, 330:23, 345:13, 345:17, 395:6</p> <p><b>reasonably</b> [1] - 390:20</p> <p><b>reasons</b> [13] - 21:25, 23:8, 165:18, 171:22, 173:4, 173:21, 222:25, 234:24, 273:25, 281:5, 373:5, 380:8, 391:13</p> <p><b>rebuilt</b> [1] - 56:18</p> <p><b>rebuttal</b> [2] - 387:9, 387:10</p> <p><b>Rec'd</b> [2] - 4:3, 5:3</p>	<p><b>receipt</b> [1] - 375:9</p> <p><b>receive</b> [32] - 24:4, 45:21, 50:12, 50:14, 62:10, 65:10, 67:3, 97:15, 162:14, 182:25, 199:8, 199:10, 219:4, 219:5, 219:7, 267:7, 267:16, 331:21, 331:22, 331:24, 332:1, 332:13, 332:18, 332:24, 362:9, 363:11, 363:13, 371:1, 371:11, 372:9, 394:6</p> <p><b>received</b> [18] - 32:15, 42:15, 62:8, 80:2, 258:6, 273:4, 287:3, 299:15, 313:3, 328:24, 331:16, 348:7, 374:13, 376:25, 377:1, 377:8, 377:14</p> <p><b>receives</b> [7] - 30:13, 45:15, 45:18, 65:9, 162:11, 332:8, 372:20</p> <p><b>receiving</b> [3] - 150:2, 182:12, 332:25</p> <p><b>recent</b> [6] - 66:2, 78:17, 79:1, 82:12, 194:1, 296:8</p> <p><b>recently</b> [7] - 42:9, 42:10, 116:9, 130:13, 287:10, 340:8, 376:23</p> <p><b>Recess</b> [4] - 73:7, 188:22, 289:5, 323:6</p> <p><b>recessed</b> [2] - 16:22, 158:1</p> <p><b>recip</b> [11] - 102:7, 103:7, 112:13, 112:21, 130:5, 146:21, 151:14, 232:16, 353:3, 353:4, 361:7</p> <p><b>reciprocal</b> [70] - 4:9, 4:15, 6:25, 17:12, 21:1, 22:24, 78:12, 84:24, 89:21, 106:3, 106:18, 112:10, 124:2, 124:4, 124:8, 125:15, 125:24, 126:22, 140:9, 159:25, 160:10, 162:6, 162:12, 162:14, 163:19, 166:14, 167:9, 169:22, 181:11, 182:25, 183:12, 185:8, 185:17, 216:15, 217:1, 231:2, 232:4, 248:7, 250:12, 265:3, 267:19, 268:15, 269:6, 269:9, 271:20, 300:3, 334:16, 335:1, 340:1, 340:17, 341:5, 344:24, 345:3, 352:15, 352:22, 353:2, 355:9, 357:17, 359:15, 361:1, 362:20, 363:8, 374:18, 381:16, 382:9, 382:14, 385:15, 389:14, 389:16, 392:15</p> <p><b>recite</b> [1] - 275:1</p> <p><b>recognition</b> [1] - 177:6</p> <p><b>recognize</b> [2] - 47:6, 232:19</p>

<p><b>recognized</b> [2] - 128:12, 178:2</p> <p><b>recognizes</b> [1] - 286:5</p> <p><b>recollection</b> [2] - 302:14, 341:1</p> <p><b>recommend</b> [2] - 200:3, 213:14</p> <p><b>recommendation</b> [4] - 8:19, 19:6, 92:17, 92:24</p> <p><b>recommended</b> [8] - 8:12, 8:18, 18:23, 19:5, 89:1, 210:14, 210:19, 388:9</p> <p><b>recommending</b> [2] - 167:16, 179:14</p> <p><b>reconcile</b> [1] - 392:12</p> <p><b>reconnect</b> [1] - 91:15</p> <p><b>reconvene</b> [1] - 13:10</p> <p><b>record</b> [26] - 6:2, 9:4, 9:7, 11:12, 11:15, 19:15, 50:25, 76:22, 79:20, 154:9, 156:15, 176:21, 188:21, 201:25, 256:8, 269:20, 317:5, 323:7, 326:6, 387:14, 388:2, 388:3, 388:4, 388:13, 389:22, 397:7</p> <p><b>recorded</b> [3] - 364:15, 364:16, 397:5</p> <p><b>records</b> [5] - 242:20, 242:21, 245:11, 261:11, 340:15</p> <p><b>recoup</b> [1] - 139:13</p> <p><b>recover</b> [8] - 127:2, 139:19, 168:22, 171:3, 178:19, 329:9, 330:18, 362:8</p> <p><b>recovered</b> [1] - 362:4</p> <p><b>recovering</b> [2] - 248:20, 248:24</p> <p><b>recovery</b> [23] - 99:25, 108:25, 127:14, 127:16, 127:25, 128:9, 128:22, 142:5, 144:17, 169:19, 170:16, 182:2, 312:23, 358:18, 361:11, 361:12, 361:24, 362:13, 363:10, 363:13, 364:20, 364:21</p> <p><b>Recross</b> [4] - 3:12, 3:16, 3:20, 3:23</p> <p><b>recross</b> [4] - 68:22, 72:21, 75:15, 164:5</p> <p><b>RECROSS</b> [4] - 69:1, 164:7, 320:17, 384:8</p> <p><b>Recross-examination</b> [4] - 3:12, 3:16, 3:20, 3:23</p> <p><b>RECROSS-EXAMINATION</b> [4] - 69:1, 164:7, 320:17, 384:8</p> <p><b>recruit</b> [1] - 253:12</p> <p><b>red</b> [6] - 30:3, 30:10, 31:16, 37:2, 63:18</p> <p><b>Red</b> [3] - 124:9, 151:19,</p>	<p>152:18</p> <p><b>redacted</b> [1] - 342:7</p> <p><b>redid</b> [1] - 310:10</p> <p><b>redirect</b> [13] - 61:10, 64:9, 68:21, 102:25, 157:4, 157:6, 157:7, 158:16, 164:16, 164:18, 316:2, 373:11, 373:15</p> <p><b>Redirect</b> [6] - 3:11, 3:12, 3:15, 3:16, 3:19, 3:24</p> <p><b>REDIRECT</b> [6] - 64:7, 75:13, 158:18, 183:8, 316:4, 386:16</p> <p><b>redistributed</b> [1] - 371:8</p> <p><b>redo</b> [1] - 204:9</p> <p><b>reduce</b> [5] - 112:13, 128:10, 130:4, 370:23, 377:25</p> <p><b>reduced</b> [7] - 100:20, 160:10, 163:8, 163:13, 360:5, 360:7, 368:24</p> <p><b>reduces</b> [3] - 78:24, 330:22, 370:5</p> <p><b>reduction</b> [3] - 161:1, 371:3, 371:6</p> <p><b>reductions</b> [1] - 160:15</p> <p><b>refer</b> [6] - 83:23, 164:2, 186:1, 186:12, 186:15, 337:12</p> <p><b>reference</b> [8] - 51:18, 66:16, 185:25, 197:15, 198:3, 232:9, 326:20, 346:23</p> <p><b>referenced</b> [6] - 236:23, 236:24, 237:1, 245:8, 300:19, 376:5</p> <p><b>references</b> [6] - 326:16, 326:17, 327:10, 327:11, 373:23, 376:12</p> <p><b>referencing</b> [2] - 283:3, 302:20</p> <p><b>referred</b> [5] - 57:19, 83:24, 330:6, 335:6, 335:18</p> <p><b>referring</b> [3] - 87:1, 87:10, 282:22</p> <p><b>refers</b> [1] - 186:4</p> <p><b>reflect</b> [2] - 178:23, 318:12</p> <p><b>reflects</b> [2] - 184:1, 184:3</p> <p><b>refocus</b> [1] - 202:6</p> <p><b>reform</b> [1] - 383:22</p> <p><b>Reform</b> [4] - 232:20, 247:16, 358:11, 368:5</p> <p><b>refresh</b> [2] - 302:13, 340:25</p> <p><b>refund</b> [2] - 364:2, 364:12</p> <p><b>refunds</b> [1] - 364:5</p> <p><b>refuses</b> [1] - 286:8</p> <p><b>regard</b> [12] - 8:1, 8:13, 18:13, 18:25, 26:2, 41:10, 43:8, 81:13, 85:11, 96:4, 201:14, 325:18</p> <p><b>regarded</b> [2] - 149:19, 150:7</p> <p><b>regarding</b> [6] - 26:19, 76:6,</p>	<p>158:5, 188:25, 298:15, 323:12</p> <p><b>regardless</b> [7] - 89:4, 140:1, 159:19, 170:5, 202:12, 335:1, 362:20</p> <p><b>region</b> [1] - 28:13</p> <p><b>Registered</b> [2] - 397:3, 397:17</p> <p><b>regression</b> [8] - 370:13, 370:19, 371:9, 371:17, 371:21, 371:22, 372:16, 373:2</p> <p><b>regression-based</b> [3] - 370:13, 371:9, 372:16</p> <p><b>regroup</b> [1] - 6:10</p> <p><b>regular</b> [2] - 318:15, 320:23</p> <p><b>regularly</b> [3] - 173:19, 174:5, 180:1</p> <p><b>regulations</b> [1] - 88:2</p> <p><b>regulatory</b> [7] - 51:7, 51:15, 51:20, 52:3, 52:5, 78:22, 324:17</p> <p><b>rein</b> [1] - 334:17</p> <p><b>reinformd</b> [1] - 23:19</p> <p><b>reject</b> [1] - 295:17</p> <p><b>relate</b> [5] - 20:25, 24:9, 25:5, 40:20, 248:16</p> <p><b>related</b> [11] - 7:11, 15:19, 17:23, 26:4, 65:17, 75:22, 88:9, 131:3, 194:9, 340:8, 364:9</p> <p><b>relates</b> [3] - 47:14, 70:7, 201:21</p> <p><b>relating</b> [1] - 206:6</p> <p><b>relation</b> [1] - 61:15</p> <p><b>relationship</b> [1] - 79:7</p> <p><b>relative</b> [1] - 353:10</p> <p><b>relatively</b> [6] - 21:18, 22:4, 69:17, 129:1, 136:10, 169:7</p> <p><b>relatives</b> [1] - 34:9</p> <p><b>relevance</b> [9] - 33:10, 34:20, 87:17, 244:20, 272:14, 280:15, 315:8, 348:5, 373:19</p> <p><b>relevant</b> [18] - 7:24, 18:11, 31:11, 49:18, 71:17, 84:12, 88:1, 90:9, 95:23, 168:1, 217:5, 306:24, 314:7, 364:17, 365:20, 374:2, 374:3</p> <p><b>reliability</b> [1] - 130:8</p> <p><b>reliable</b> [2] - 57:24, 315:21</p> <p><b>relief</b> [2] - 173:19, 271:24</p> <p><b>relief</b> [7] - 40:17, 51:7, 51:15, 51:20, 52:3, 52:4, 67:14</p> <p><b>relocate</b> [1] - 224:5</p> <p><b>reluctantly</b> [1] - 58:6</p> <p><b>rely</b> [8] - 174:4, 175:5, 175:20, 246:21, 288:5,</p>	<p>296:18, 296:23, 315:17</p> <p><b>relying</b> [2] - 173:24, 301:1</p> <p><b>remaining</b> [7] - 7:15, 18:2, 90:21, 177:16, 298:8, 298:11, 382:6</p> <p><b>remains</b> [2] - 181:13, 197:20</p> <p><b>remand</b> [3] - 163:4, 335:18, 366:7</p> <p><b>remarked</b> [1] - 164:21</p> <p><b>remarks</b> [2] - 26:10, 391:25</p> <p><b>remember</b> [6] - 72:5, 244:14, 279:19, 302:20, 358:3, 369:23</p> <p><b>Remi</b> [1] - 20:10</p> <p><b>remind</b> [1] - 307:10</p> <p><b>reminded</b> [1] - 298:25</p> <p><b>remiss</b> [1] - 338:10</p> <p><b>remote</b> [1] - 304:10</p> <p><b>remove</b> [2] - 256:10, 289:16</p> <p><b>removed</b> [2] - 192:17, 341:15</p> <p><b>removing</b> [1] - 90:18</p> <p><b>reopen</b> [4] - 296:15, 297:13, 298:5, 298:19</p> <p><b>repair</b> [2] - 220:12, 304:18</p> <p><b>repairing</b> [2] - 70:3, 305:6</p> <p><b>repairs</b> [3] - 64:21, 65:3, 220:11</p> <p><b>repeat</b> [4] - 45:17, 207:10, 210:18, 292:19</p> <p><b>repeatedly</b> [1] - 84:3</p> <p><b>repetitive</b> [4] - 243:11, 373:20, 374:2, 374:10</p> <p><b>reported</b> [1] - 308:9</p> <p><b>REPORTER</b> [1] - 397:1</p> <p><b>reporter</b> [6] - 9:3, 19:14, 27:2, 76:16, 189:9, 323:22</p> <p><b>Report</b> [2] - 397:4, 397:17</p> <p><b>reports</b> [3] - 271:19, 271:24, 271:25</p> <p><b>represent</b> [10] - 33:4, 36:23, 37:1, 37:5, 37:11, 197:17, 197:18, 235:12, 250:20, 291:23</p> <p><b>representation</b> [3] - 296:19, 296:20, 365:9</p> <p><b>representations</b> [1] - 297:1</p> <p><b>representative</b> [1] - 133:14</p> <p><b>representatives</b> [2] - 22:18, 303:22</p> <p><b>represented</b> [3] - 63:19, 263:17, 292:22</p> <p><b>representing</b> [2] - 38:13, 39:20</p> <p><b>represents</b> [3] - 62:6, 396:2, 396:4</p> <p><b>reps</b> [11] - 44:20, 44:21, 105:17, 219:12, 252:14, 252:18, 252:19, 252:20, 252:21, 252:22, 252:23</p> <p><b>Request</b> [1] - 271:16</p>
--	--	---	--

<p><b>request</b> [45] - 15:20, 25:23, 30:13, 37:16, 37:18, 37:21, 41:20, 78:5, 81:17, 82:7, 82:9, 82:10, 83:4, 83:6, 84:15, 84:17, 85:3, 85:9, 85:12, 85:19, 85:20, 86:14, 86:22, 87:9, 90:2, 90:7, 90:8, 90:9, 90:16, 132:19, 134:6, 135:8, 152:2, 205:25, 219:4, 249:23, 266:7, 271:18, 288:14, 301:15, 320:9, 375:9, 380:18, 393:14</p> <p><b>requested</b> [9] - 6:21, 10:13, 17:8, 48:2, 54:16, 89:8, 93:6, 166:21, 240:9</p> <p><b>requesting</b> [6] - 40:5, 41:19, 83:20, 86:10, 158:7, 219:5</p> <p><b>requests</b> [7] - 36:4, 42:15, 70:18, 110:6, 136:18, 166:6, 287:24</p> <p><b>require</b> [17] - 15:1, 88:17, 137:6, 166:2, 203:12, 215:13, 220:11, 221:12, 224:3, 228:20, 233:4, 255:3, 272:11, 330:15, 376:6, 386:6, 391:11</p> <p><b>required</b> [31] - 12:7, 26:18, 39:7, 76:5, 82:4, 87:2, 93:11, 117:4, 122:13, 134:3, 137:14, 146:1, 160:1, 166:2, 188:24, 200:1, 207:19, 223:2, 225:21, 241:5, 241:20, 242:25, 259:3, 259:6, 293:22, 294:2, 323:11, 363:1, 364:11, 383:12, 383:13</p> <p><b>requirement</b> [5] - 40:9, 319:25, 333:3, 359:7, 384:11</p> <p><b>requirements</b> [2] - 84:2, 363:21</p> <p><b>requires</b> [6] - 84:18, 136:5, 195:8, 207:22, 218:15, 394:4</p> <p><b>Res</b> [1] - 354:6</p> <p><b>resale</b> [54] - 7:10, 17:22, 30:9, 49:1, 53:14, 55:13, 57:18, 58:2, 58:5, 60:3, 88:22, 96:20, 96:25, 97:4, 97:9, 97:15, 99:24, 100:7, 115:18, 116:8, 119:3, 119:6, 119:12, 120:18, 121:7, 123:1, 181:16, 193:19, 194:21, 197:20, 203:11, 215:20, 239:9, 239:23, 240:2, 240:3, 247:10, 247:23, 248:4, 250:5, 254:2, 254:3, 254:4,</p>	<p>255:22, 259:2, 266:6, 309:16, 309:17, 310:25, 314:10, 319:4, 337:24, 390:20</p> <p><b>research</b> [1] - 104:12</p> <p><b>resell</b> [1] - 216:12</p> <p><b>reselling</b> [2] - 181:17, 182:14</p> <p><b>reserve</b> [2] - 199:14, 391:25</p> <p><b>reside</b> [1] - 203:19</p> <p><b>residence</b> [1] - 349:17</p> <p><b>residences</b> [2] - 238:9, 349:13</p> <p><b>residential</b> [28] - 29:7, 119:17, 170:18, 171:9, 234:10, 237:19, 274:20, 283:18, 283:24, 284:10, 284:13, 284:15, 284:16, 312:19, 325:10, 333:17, 333:21, 348:17, 349:9, 350:18, 350:22, 351:8, 352:8, 353:24, 361:17, 394:7, 394:8, 394:11</p> <p><b>resold</b> [6] - 31:3, 96:23, 101:12, 113:13, 154:18, 155:12</p> <p><b>resolution</b> [7] - 184:21, 186:25, 187:11, 187:19, 187:25, 384:25, 385:14</p> <p><b>resolve</b> [7] - 91:13, 188:2, 217:17, 225:10, 225:11, 227:9, 228:6</p> <p><b>resolved</b> [3] - 91:12, 91:25, 187:16</p> <p><b>resolving</b> [2] - 217:13, 217:21</p> <p><b>resort</b> [5] - 52:15, 54:2, 115:7, 381:8, 393:7</p> <p><b>resource</b> [2] - 117:10, 205:4</p> <p><b>resources</b> [11] - 23:10, 64:16, 64:21, 204:13, 204:15, 230:12, 241:14, 244:10, 304:24, 305:1</p> <p><b>respect</b> [9] - 24:15, 86:6, 87:5, 90:25, 95:5, 108:21, 122:20, 146:19, 370:11</p> <p><b>respectful</b> [1] - 322:10</p> <p><b>respectfully</b> [3] - 89:24, 96:2, 314:22</p> <p><b>respective</b> [1] - 319:11</p> <p><b>respects</b> [1] - 92:8</p> <p><b>respond</b> [17] - 30:21, 42:8, 90:11, 93:21, 96:6, 103:2, 103:3, 196:8, 201:20, 201:24, 208:16, 295:3, 296:11, 296:12, 297:7, 338:11, 374:8</p> <p><b>responded</b> [4] - 39:18, 205:2, 260:21, 293:21</p> <p><b>Respondent</b> [1] - 1:11</p> <p><b>RESPONDENT</b> [1] - 2:17</p>	<p><b>responding</b> [2] - 304:4, 304:7</p> <p><b>response</b> [29] - 4:15, 12:21, 12:23, 14:18, 15:17, 24:5, 24:21, 25:7, 26:9, 41:21, 57:11, 87:3, 187:1, 201:11, 230:4, 263:20, 263:24, 266:11, 267:8, 271:14, 271:16, 286:13, 286:20, 286:21, 296:14, 297:5, 297:10, 314:4, 384:10</p> <p><b>Response</b> [2] - 271:21, 271:23</p> <p><b>responses</b> [9] - 24:2, 42:11, 59:18, 101:22, 271:14, 293:22, 295:20, 297:8, 368:4</p> <p><b>responsibilities</b> [2] - 84:13, 90:24</p> <p><b>responsibility</b> [7] - 122:20, 169:14, 224:6, 229:3, 393:10, 393:12, 395:23</p> <p><b>responsible</b> [6] - 258:13, 288:5, 303:25, 305:6, 305:12, 324:22</p> <p><b>responsive</b> [1] - 101:3</p> <p><b>rest</b> [1] - 382:15</p> <p><b>restate</b> [4] - 54:13, 280:5, 343:8, 385:3</p> <p><b>restoration</b> [2] - 221:17, 221:23</p> <p><b>restorations</b> [1] - 220:14</p> <p><b>restroom</b> [1] - 221:7</p> <p><b>restroom</b> [1] - 73:6</p> <p><b>result</b> [16] - 11:22, 12:1, 12:7, 12:16, 53:11, 78:7, 99:15, 114:20, 126:14, 126:20, 181:15, 248:3, 363:5, 370:10, 371:6, 372:3</p> <p><b>resulted</b> [1] - 126:18</p> <p><b>resulting</b> [1] - 130:10</p> <p><b>results</b> [4] - 67:2, 309:18, 373:7, 373:9</p> <p><b>retail</b> [2] - 119:16, 119:24</p> <p><b>retailing</b> [1] - 121:9</p> <p><b>retain</b> [1] - 105:16</p> <p><b>return</b> [4] - 160:24, 324:18, 329:8, 363:20</p> <p><b>returns</b> [2] - 308:9, 308:13</p> <p><b>revenue</b> [62] - 54:25, 55:9, 68:16, 96:20, 97:4, 97:11, 98:9, 98:25, 99:15, 99:20, 99:21, 100:11, 113:17, 127:19, 128:2, 139:14, 142:12, 142:13, 142:20, 143:5, 143:19, 144:5, 146:9, 146:23, 162:12, 170:13, 171:4, 181:8, 181:11, 181:14, 181:16,</p>	<p>182:20, 182:24, 193:19, 193:20, 193:24, 194:22, 227:12, 228:2, 246:15, 247:2, 247:6, 247:19, 247:21, 247:22, 248:1, 248:4, 248:21, 308:25, 309:17, 309:18, 311:14, 314:8, 314:11, 314:12, 359:7, 360:1, 361:25, 364:9, 364:15</p> <p><b>revenues</b> [58] - 53:13, 53:23, 54:19, 55:7, 68:11, 68:17, 96:25, 97:1, 97:9, 97:16, 97:23, 98:1, 98:19, 98:20, 100:4, 100:13, 100:17, 100:18, 101:9, 113:13, 127:12, 127:22, 128:8, 128:11, 128:12, 128:16, 128:24, 129:1, 129:11, 139:19, 139:25, 142:1, 142:2, 142:23, 143:7, 144:13, 147:1, 148:22, 162:8, 168:23, 170:2, 170:5, 195:23, 309:3, 309:4, 313:22, 357:18, 359:13, 359:16, 359:19, 360:20, 362:9, 362:21, 362:25, 363:25, 382:23, 383:5, 396:8</p> <p><b>reversed</b> [1] - 23:18</p> <p><b>review</b> [23] - 14:13, 23:5, 23:21, 27:24, 59:17, 79:19, 80:17, 81:6, 159:23, 200:5, 203:6, 204:8, 210:15, 210:16, 210:20, 211:2, 250:14, 266:23, 267:14, 287:23, 288:3, 347:17, 371:20</p> <p><b>reviewed</b> [16] - 7:16, 7:21, 8:4, 18:3, 18:8, 18:16, 82:20, 83:2, 90:13, 90:14, 192:3, 260:18, 263:10, 263:24, 318:17, 321:19</p> <p><b>revise</b> [1] - 308:12</p> <p><b>revised</b> [9] - 8:14, 9:1, 10:5, 10:14, 19:1, 22:20, 25:15, 195:13, 388:10</p> <p><b>rework</b> [1] - 204:20</p> <p><b>rid</b> [1] - 126:25</p> <p><b>right-of-ways</b> [1] - 223:24</p> <p><b>ringing</b> [1] - 122:24</p> <p><b>rivalrous</b> [1] - 114:20</p> <p><b>River</b> [3] - 124:9, 151:19, 152:18</p> <p><b>road</b> [3] - 91:24, 224:2, 224:8</p> <p><b>roads</b> [4] - 61:2, 223:22, 224:3, 224:4</p> <p><b>roll</b> [14] - 55:25, 117:3, 132:8, 133:3, 242:7, 253:18, 254:9, 254:21, 254:23,</p>
---	--	---	--

<p>255:4, 255:25, 256:3, 259:2, 338:16</p> <p><b>roll-up</b> [1] - 55:25</p> <p><b>rolling</b> [2] - 144:23, 228:22</p> <p><b>room</b> [7] - 6:6, 8:23, 9:14, 19:10, 175:24, 210:11, 236:9</p> <p><b>rough</b> [2] - 93:24, 245:16</p> <p><b>roughly</b> [7] - 234:5, 234:7, 234:8, 236:5, 240:13, 282:15, 303:1</p> <p><b>round</b> [1] - 240:4</p> <p><b>route</b> [2] - 9:24, 130:15</p> <p><b>routed</b> [2] - 155:1, 155:8</p> <p><b>routers</b> [1] - 130:15</p> <p><b>routes</b> [1] - 155:10</p> <p><b>rule</b> [13] - 24:11, 108:14, 269:6, 269:8, 269:19, 269:21, 269:22, 270:21, 326:21, 331:8, 333:2, 333:16, 341:20</p> <p><b>Rule</b> [10] - 331:8, 333:5, 333:9, 376:19, 376:21, 376:23, 376:24, 377:12, 377:20, 386:20</p> <p><b>ruled</b> [1] - 193:7</p> <p><b>rules</b> [35] - 12:6, 21:16, 78:14, 78:20, 79:12, 84:20, 85:6, 268:14, 268:19, 269:23, 272:11, 297:6, 297:8, 297:18, 326:16, 326:18, 326:19, 326:25, 327:3, 330:15, 337:14, 342:23, 342:24, 345:24, 363:6, 363:11, 366:10, 372:23, 373:1, 375:6, 375:7, 375:22, 377:6, 381:21, 391:11</p> <p><b>ruling</b> [14] - 7:25, 18:12, 26:3, 82:12, 83:24, 89:25, 170:11, 178:3, 197:6, 199:14, 228:24, 229:1, 229:5, 233:1</p> <p><b>Ruling</b> [1] - 228:24</p> <p><b>run</b> [4] - 122:10, 164:3, 351:15, 357:2</p> <p><b>running</b> [2] - 229:17, 367:4</p> <p><b>runs</b> [2] - 63:13, 223:24</p> <p><b>Rural</b> [2] - 4:13, 258:3</p> <p><b>rural</b> [81] - 8:3, 18:15, 46:4, 46:12, 49:10, 50:7, 50:8, 50:11, 51:6, 51:18, 51:25, 52:4, 52:14, 52:21, 67:17, 68:2, 68:3, 73:21, 73:23, 74:6, 74:9, 74:13, 74:23, 74:24, 95:6, 102:12, 102:14, 102:16, 102:17, 102:19, 103:10, 103:13, 103:18, 103:20, 103:22, 103:23, 104:1, 104:13,</p>	<p>104:20, 109:1, 111:20, 113:7, 115:4, 126:15, 127:5, 127:11, 129:13, 130:9, 130:17, 167:19, 169:15, 171:12, 180:16, 227:7, 227:17, 240:19, 244:8, 257:11, 316:20, 317:13, 324:18, 329:7, 331:6, 332:5, 332:10, 332:22, 337:13, 363:19, 367:16, 367:24, 380:17, 380:24, 381:1, 381:19, 383:20, 389:24, 391:8, 392:3, 392:25</p> <p style="text-align: center;"><b>S</b></p> <p><b>S-u-n</b> [1] - 20:15</p> <p><b>safeguards</b> [1] - 226:25</p> <p><b>safety</b> [1] - 203:24</p> <p><b>Sagebrush</b> [12] - 250:11, 267:25, 300:6, 300:20, 318:9, 321:1, 322:5, 322:15, 345:17, 359:19, 391:7, 394:23</p> <p><b>sake</b> [2] - 364:7, 364:8</p> <p><b>sales</b> [1] - 66:16</p> <p><b>San</b> [1] - 358:3</p> <p><b>sanctions</b> [7] - 12:6, 15:21, 15:24, 25:24, 25:25, 388:16, 388:19</p> <p><b>satellite</b> [1] - 49:8</p> <p><b>satisfaction</b> [1] - 29:15</p> <p><b>satisfied</b> [2] - 8:10, 18:21</p> <p><b>save</b> [5] - 75:5, 97:16, 97:24, 192:2, 393:4</p> <p><b>saved</b> [2] - 11:2, 100:18</p> <p><b>savings</b> [1] - 233:24</p> <p><b>saw</b> [4] - 63:7, 80:20, 108:9, 196:16</p> <p><b>scenario</b> [10] - 137:14, 148:25, 276:20, 280:16, 349:16, 349:20, 351:16, 351:18, 352:6, 354:2</p> <p><b>scenarios</b> [2] - 4:10, 353:7</p> <p><b>schedule</b> [5] - 118:19, 129:12, 129:17, 129:21, 147:2</p> <p><b>scheduled</b> [5] - 12:11, 13:2, 135:4, 153:15, 157:11</p> <p><b>scheduling</b> [14] - 8:14, 9:1, 10:2, 10:6, 10:12, 10:14, 11:2, 19:1, 25:15, 204:25, 217:24, 218:14, 230:7, 388:11</p> <p><b>scheme</b> [2] - 131:16, 240:10</p> <p><b>schemes</b> [1] - 94:24</p> <p><b>schoolteacher</b> [1] - 361:9</p> <p><b>Scobey</b> [7] - 189:21, 252:7,</p>	<p>252:8, 252:9, 252:19, 253:4, 253:12</p> <p><b>scope</b> [8] - 47:12, 58:19, 98:13, 116:18, 164:15, 208:12, 248:23, 269:10</p> <p><b>Scott</b> [4] - 9:15, 19:25, 36:21, 289:2</p> <p><b>scrambling</b> [1] - 237:13</p> <p><b>scratch</b> [1] - 15:4</p> <p><b>scratched</b> [1] - 235:21</p> <p><b>screen</b> [1] - 210:11</p> <p><b>seat</b> [1] - 26:16</p> <p><b>seated</b> [2] - 20:8, 20:11</p> <p><b>second</b> [11] - 21:10, 59:12, 86:2, 158:4, 172:21, 261:25, 276:7, 336:21, 359:12, 360:22, 361:10</p> <p><b>secondly</b> [2] - 193:22, 223:2</p> <p><b>section</b> [4] - 52:3, 367:5, 375:10, 383:6</p> <p><b>Section</b> [34] - 6:24, 7:1, 7:23, 8:2, 17:11, 17:13, 18:10, 18:14, 77:14, 83:23, 83:25, 84:1, 84:6, 85:2, 86:3, 158:9, 159:17, 159:21, 163:20, 186:22, 217:24, 268:24, 269:23, 272:20, 319:25, 340:19, 341:9, 345:2, 345:20, 345:23, 375:6, 384:11</p> <p><b>Sections</b> [2] - 78:5, 83:22</p> <p><b>see</b> [69] - 10:20, 16:19, 20:16, 21:8, 23:14, 36:24, 37:2, 37:13, 41:8, 43:14, 67:2, 70:11, 82:13, 92:23, 116:7, 126:16, 133:1, 138:18, 139:7, 142:14, 142:16, 142:18, 144:13, 149:4, 149:15, 151:23, 159:24, 167:11, 167:14, 169:14, 171:13, 177:20, 191:23, 192:23, 194:5, 194:16, 228:6, 234:24, 235:5, 237:15, 237:16, 237:17, 239:21, 250:8, 250:15, 255:2, 256:17, 258:16, 262:5, 262:15, 262:16, 275:2, 290:23, 309:10, 312:1, 312:13, 321:19, 334:18, 334:21, 346:16, 346:23, 347:21, 362:13, 371:14, 371:15, 373:13, 388:9, 390:5, 393:12</p> <p><b>seeing</b> [3] - 102:12, 179:2, 370:9</p> <p><b>seek</b> [6] - 12:1, 12:5, 211:2, 221:25, 388:16, 388:19</p> <p><b>seeking</b> [11] - 39:15, 67:14, 84:6, 84:9, 84:21, 84:22,</p>	<p>84:23, 84:25, 210:16, 210:22, 236:12</p> <p><b>seem</b> [4] - 44:3, 167:1, 205:10, 241:18</p> <p><b>select</b> [1] - 209:22</p> <p><b>selected</b> [2] - 6:12, 16:24</p> <p><b>self</b> [1] - 346:12</p> <p><b>self-authenticating</b> [1] - 346:12</p> <p><b>sell</b> [1] - 215:22</p> <p><b>Send</b> [1] - 177:13</p> <p><b>send</b> [8] - 122:1, 177:10, 222:2, 222:10, 255:7, 294:5, 295:1, 295:14</p> <p><b>sending</b> [3] - 217:4, 294:6, 336:23</p> <p><b>sends</b> [2] - 134:5, 289:20</p> <p><b>senior</b> [2] - 27:15, 77:2</p> <p><b>sense</b> [12] - 13:2, 38:22, 123:4, 146:2, 169:13, 174:14, 175:2, 198:15, 234:3, 273:18, 306:23, 355:13</p> <p><b>sensitive</b> [12] - 49:4, 172:2, 172:4, 344:4, 344:6, 344:8, 349:12, 352:14, 352:21, 352:23, 353:3, 353:4</p> <p><b>sent</b> [5] - 199:20, 260:19, 261:4, 267:1, 298:7</p> <p><b>sentence</b> [2] - 24:7, 83:20</p> <p><b>separate</b> [4] - 112:20, 140:9, 269:8, 291:12</p> <p><b>separations</b> [2] - 330:14, 330:15</p> <p><b>September</b> [3] - 62:17, 62:20, 71:22</p> <p><b>serve</b> [34] - 6:15, 17:2, 29:11, 29:12, 35:25, 36:2, 37:20, 39:6, 39:7, 40:3, 40:10, 41:21, 45:19, 47:2, 47:14, 48:22, 49:8, 53:3, 53:5, 53:7, 110:22, 114:14, 114:21, 178:24, 280:23, 304:24, 304:25, 305:1, 369:17, 381:2, 392:23, 396:4, 396:5</p> <p><b>served</b> [8] - 43:5, 74:20, 75:1, 235:15, 275:13, 307:14, 381:13, 391:20</p> <p><b>server</b> [6] - 214:21, 214:25, 215:2, 215:4, 215:6, 215:7</p> <p><b>serves</b> [3] - 39:16, 114:10, 309:12</p> <p><b>Service</b> [26] - 4:12, 6:14, 6:16, 8:13, 8:20, 8:23, 17:1, 17:4, 18:24, 19:7, 19:10, 53:1, 68:8, 90:13, 106:16, 107:12, 158:5, 159:8, 159:12, 232:15, 258:2, 286:1, 332:11,</p>
--	--	---	---

<p>380:15, 381:16, 396:17  <b>SERVICE</b> [1] - 1:3  <b>service</b> [107] - 21:22, 30:14, 30:25, 31:13, 35:20, 35:22, 37:23, 40:14, 41:5, 42:17, 42:19, 44:20, 44:21, 45:22, 46:16, 49:12, 57:5, 57:25, 59:12, 60:2, 60:7, 63:2, 63:13, 64:19, 64:22, 65:25, 66:24, 67:2, 68:6, 70:1, 70:3, 70:17, 105:17, 111:17, 119:22, 119:25, 120:5, 123:8, 132:18, 134:5, 135:8, 136:18, 173:24, 175:10, 175:11, 178:15, 178:21, 180:8, 186:10, 186:11, 200:11, 206:10, 208:7, 208:10, 214:15, 216:3, 216:7, 219:1, 219:4, 219:12, 219:13, 220:17, 220:21, 221:7, 221:12, 242:17, 242:18, 242:22, 243:24, 244:17, 249:23, 252:10, 252:14, 252:18, 252:19, 252:20, 252:21, 252:22, 252:23, 254:1, 254:25, 255:1, 255:5, 275:9, 277:16, 282:1, 282:3, 282:4, 290:8, 303:21, 304:21, 305:3, 316:9, 316:10, 329:7, 331:1, 331:11, 335:10, 345:19, 358:9, 367:17, 368:20, 391:21, 393:13, 393:14  <b>services</b> [54] - 28:12, 28:16, 28:19, 28:20, 28:22, 29:3, 29:4, 29:13, 29:24, 31:3, 32:7, 35:5, 35:6, 35:9, 35:13, 35:14, 35:15, 41:23, 41:24, 42:15, 42:16, 45:14, 57:4, 57:5, 57:16, 58:9, 58:13, 64:23, 66:8, 66:11, 66:12, 66:13, 66:19, 66:23, 67:5, 73:18, 74:14, 74:15, 78:10, 119:9, 120:6, 122:13, 130:9, 144:13, 145:2, 160:9, 184:23, 215:19, 216:11, 218:18, 221:23, 256:24, 324:18, 335:16  <b>servicing</b> [5] - 102:15, 111:9, 288:12, 304:22, 351:10  <b>set</b> [26] - 8:25, 10:12, 19:12, 20:24, 26:6, 79:11, 91:1, 132:24, 144:1, 184:22, 198:22, 206:20, 224:15, 224:25, 255:12, 270:23, 341:6, 342:3, 342:12, 342:14, 346:21, 360:2,</p>	<p>360:9, 375:19, 383:24, 385:21  <b>sets</b> [5] - 203:19, 203:23, 223:2, 383:24, 384:1  <b>setting</b> [8] - 168:4, 258:13, 258:25, 259:3, 345:2, 374:25, 380:19, 381:15  <b>settle</b> [6] - 145:16, 146:5, 146:11, 149:20, 176:1, 185:3  <b>settled</b> [1] - 15:8  <b>settlement</b> [1] - 364:1  <b>setup</b> [1] - 259:8  <b>seven</b> [9] - 35:20, 39:6, 114:9, 168:12, 238:6, 295:2, 382:6, 392:23  <b>seven-mile-square</b> [1] - 39:6  <b>several</b> [17] - 21:8, 56:23, 74:3, 91:5, 92:21, 110:7, 165:18, 172:11, 201:12, 202:4, 202:17, 220:11, 260:5, 273:25, 295:20, 298:11, 318:7  <b>sewer</b> [1] - 61:1  <b>shall</b> [4] - 375:19, 376:5, 385:21, 386:6  <b>shape</b> [1] - 26:4  <b>share</b> [5] - 63:9, 118:9, 118:11, 220:7, 250:19  <b>shared</b> [3] - 303:22, 357:21, 379:20  <b>sharing</b> [2] - 63:3, 334:19  <b>shift</b> [1] - 249:14  <b>shocked</b> [1] - 118:23  <b>short</b> [7] - 15:12, 68:16, 96:20, 136:10, 208:5, 222:18, 257:7  <b>shorter</b> [1] - 215:16  <b>shortfall</b> [1] - 362:4  <b>shorthand</b> [2] - 397:6, 397:11  <b>shortly</b> [3] - 29:19, 32:2, 58:3  <b>show</b> [25] - 21:8, 21:24, 29:18, 37:8, 58:21, 59:10, 62:18, 84:20, 90:4, 128:6, 128:18, 257:3, 261:1, 261:2, 270:7, 271:12, 286:17, 314:13, 347:13, 349:7, 352:11, 352:20, 383:10, 390:25, 391:4  <b>showed</b> [2] - 42:5, 43:2  <b>showing</b> [2] - 36:23, 180:17  <b>shown</b> [2] - 352:14, 389:10  <b>shows</b> [7] - 31:14, 124:7, 247:5, 277:6, 314:7, 349:20, 351:18  <b>sic</b> [1] - 327:11  <b>side</b> [15] - 8:15, 19:2, 25:17, 49:7, 122:3, 122:9, 136:1, 151:2, 180:23, 242:6,</p>	<p>242:10, 291:21, 298:12, 379:14  <b>sides</b> [4] - 15:16, 169:7, 225:7, 295:11  <b>significant</b> [18] - 20:24, 21:19, 53:23, 78:7, 78:18, 104:20, 137:8, 195:8, 195:23, 241:19, 260:15, 318:1, 336:3, 371:22, 372:21, 381:11, 389:7, 391:1  <b>significantly</b> [5] - 34:5, 111:1, 130:25, 200:23, 371:25  <b>signify</b> [1] - 61:19  <b>similar</b> [14] - 30:20, 81:14, 131:20, 147:15, 160:14, 162:19, 168:8, 179:13, 222:4, 300:14, 350:8, 356:12, 372:18, 381:20  <b>similarly</b> [3] - 147:19, 167:5, 184:4  <b>SIMMONS</b> [3] - 3:9, 27:4, 309:5  <b>Simmons</b> [35] - 4:5, 7:20, 9:13, 18:7, 19:23, 26:14, 26:15, 26:17, 27:13, 29:17, 32:10, 32:17, 32:22, 36:22, 38:8, 41:16, 47:17, 48:13, 49:14, 51:3, 60:17, 60:24, 61:16, 64:10, 69:3, 72:25, 73:3, 73:10, 73:14, 75:15, 110:10, 115:9, 121:22, 155:19, 156:22  <b>Simmons'</b> [2] - 32:11, 104:7  <b>simple</b> [6] - 78:19, 117:13, 138:5, 239:24, 239:25, 240:1  <b>simpler</b> [2] - 256:14, 256:15  <b>simplifying</b> [3] - 279:12, 279:15, 279:16  <b>simply</b> [6] - 111:24, 135:14, 197:21, 200:20, 338:4, 338:7  <b>single</b> [3] - 244:14, 280:7, 361:17  <b>single-line</b> [1] - 361:17  <b>Siri</b> [2] - 177:8, 177:10  <b>sisters</b> [1] - 172:12  <b>sit</b> [6] - 54:23, 60:19, 210:10, 243:17, 267:3, 395:9  <b>sitting</b> [9] - 13:9, 132:12, 215:5, 243:18, 243:21, 295:1, 318:10, 320:21, 369:9  <b>situated</b> [3] - 167:6, 167:15, 184:4  <b>situation</b> [14] - 52:14, 152:7, 201:19, 205:19, 212:3, 224:12, 230:24, 253:2,</p>	<p>335:7, 335:23, 337:11, 371:2, 378:16, 381:9  <b>situations</b> [8] - 162:22, 218:17, 338:19, 369:4, 370:2, 370:5, 370:9, 370:22  <b>six</b> [7] - 42:23, 136:19, 136:20, 137:9, 139:5, 143:16, 225:19  <b>size</b> [2] - 283:7, 363:18  <b>skew</b> [2] - 62:25, 71:25  <b>skill</b> [1] - 223:2  <b>skilled</b> [3] - 207:24, 208:4, 245:15  <b>skills</b> [2] - 208:1, 222:18  <b>skipped</b> [1] - 245:4  <b>sleeping</b> [1] - 363:4  <b>sleeves</b> [1] - 150:10  <b>slightly</b> [1] - 68:13  <b>slow</b> [1] - 144:23  <b>slowly</b> [1] - 382:6  <b>small</b> [6] - 39:6, 63:4, 241:18, 244:8, 344:9, 344:20  <b>smaller</b> [1] - 56:25  <b>smartphone</b> [1] - 176:22  <b>smartphones</b> [1] - 177:19  <b>snowstorm</b> [1] - 221:3  <b>so-called</b> [1] - 98:25  <b>societal</b> [1] - 176:12  <b>society</b> [1] - 175:16  <b>socioeconomic</b> [2] - 29:7, 175:16  <b>soft</b> [3] - 233:8, 233:14, 268:11  <b>sold</b> [1] - 209:11  <b>sole</b> [2] - 272:4, 319:25  <b>solely</b> [1] - 194:20  <b>solution</b> [3] - 62:15, 62:21, 238:21  <b>someone</b> [10] - 99:19, 115:4, 115:6, 136:5, 137:7, 255:8, 287:6, 320:21, 335:5, 335:17  <b>someplace</b> [1] - 287:17  <b>sometimes</b> [6] - 54:19, 87:2, 103:17, 103:18, 115:9, 137:16  <b>somewhat</b> [3] - 26:2, 219:18, 332:4  <b>somewhere</b> [7] - 61:18, 99:6, 133:15, 136:24, 167:22, 356:15, 379:19  <b>soon</b> [3] - 13:23, 58:10, 134:18  <b>sooner</b> [2] - 49:3, 100:14  <b>sophisticated</b> [2] - 174:18, 176:15  <b>sorry</b> [4] - 10:9, 16:10, 19:20, 22:16, 28:6, 34:18,</p>
---	--	---	--

<p>56:10, 71:7, 74:10, 104:4, 112:17, 144:8, 150:24, 161:22, 176:23, 187:5, 190:22, 231:5, 257:4, 258:10, 258:17, 258:20, 263:23, 274:7, 281:6, 282:18, 285:5, 299:21, 303:3, 305:20, 306:5, 309:7, 321:4, 328:1, 328:8, 343:8, 346:16, 354:15, 360:23, 367:5, 367:11</p> <p><b>sort</b> [15] - 15:4, 25:1, 108:16, 172:18, 208:22, 230:14, 273:17, 304:9, 335:4, 335:15, 338:9, 369:16, 378:24, 382:13, 394:12</p> <p><b>sorts</b> [2] - 221:2, 252:4</p> <p><b>sought</b> [3] - 51:7, 51:19, 67:23</p> <p><b>sound</b> [2] - 258:19, 265:20</p> <p><b>sounded</b> [1] - 71:6</p> <p><b>sounds</b> [4] - 34:8, 196:18, 207:2, 216:14</p> <p><b>source</b> [2] - 168:23, 349:3</p> <p><b>South</b> [2] - 1:6, 125:19</p> <p><b>space</b> [1] - 118:20</p> <p><b>spaces</b> [1] - 59:11</p> <p><b>speaking</b> [2] - 21:18, 303:1</p> <p><b>special</b> [4] - 311:20, 311:23, 311:25, 312:17</p> <p><b>specials</b> [1] - 180:2</p> <p><b>specific</b> [28] - 21:4, 47:15, 48:5, 86:4, 87:20, 114:12, 125:1, 129:19, 133:19, 171:6, 174:4, 185:9, 191:11, 201:17, 208:17, 229:4, 256:21, 266:13, 293:5, 297:5, 303:24, 319:24, 346:23, 348:21, 348:24, 366:19, 387:1, 393:18</p> <p><b>specifically</b> [19] - 7:22, 18:9, 42:7, 48:21, 54:17, 79:1, 79:16, 80:20, 108:25, 129:15, 159:18, 163:6, 163:8, 163:25, 168:20, 178:6, 186:18, 269:4, 370:8</p> <p><b>specifics</b> [6] - 65:11, 87:8, 254:24, 287:13, 292:8, 301:8</p> <p><b>specified</b> [2] - 375:21, 385:23</p> <p><b>specify</b> [1] - 320:2</p> <p><b>speculating</b> [2] - 173:2, 175:12</p> <p><b>speculation</b> [1] - 150:12</p> <p><b>speed</b> [8] - 14:9, 90:12, 102:1, 176:16, 177:4, 215:24, 240:22, 241:4</p>	<p><b>speeds</b> [1] - 336:16</p> <p><b>spell</b> [1] - 20:14</p> <p><b>spelled</b> [1] - 186:17</p> <p><b>spend</b> [4] - 15:18, 116:3, 304:17, 356:10</p> <p><b>spirit</b> [3] - 221:7, 222:5, 285:8</p> <p><b>spite</b> [1] - 227:6</p> <p><b>splicers</b> [3] - 44:17, 105:21, 218:4</p> <p><b>split</b> [2] - 330:16, 351:12</p> <p><b>splits</b> [2] - 351:23, 351:24</p> <p><b>spoken</b> [1] - 336:4</p> <p><b>spread</b> [3] - 111:15, 247:3, 316:24</p> <p><b>Spreadsheet</b> [2] - 4:23, 148:9</p> <p><b>spreadsheet</b> [11] - 148:17, 193:18, 193:21, 194:18, 195:16, 195:19, 246:20, 246:25, 295:8, 309:20, 347:9</p> <p><b>spring</b> [2] - 318:24, 358:3</p> <p><b>square</b> [9] - 35:20, 39:6, 46:6, 59:11, 114:9, 275:13, 275:17, 392:23, 393:15</p> <p><b>SRT</b> [1] - 222:11</p> <p><b>stable</b> [1] - 129:1</p> <p><b>staff</b> [5] - 23:12, 25:18, 206:8, 223:2, 312:16</p> <p><b>staff's</b> [1] - 241:4</p> <p><b>staffed</b> [1] - 244:9</p> <p><b>stand</b> [7] - 24:6, 24:14, 26:7, 80:4, 195:11, 290:22, 298:23</p> <p><b>stand-alone</b> [1] - 290:22</p> <p><b>standard</b> [3] - 163:22, 163:23, 311:10</p> <p><b>standards</b> [6] - 135:9, 159:11, 163:19, 272:21, 345:1, 345:5</p> <p><b>standing</b> [2] - 109:7, 210:8</p> <p><b>standpoint</b> [5] - 10:15, 55:9, 219:1, 224:12, 315:16</p> <p><b>stands</b> [1] - 316:9</p> <p><b>start</b> [33] - 10:25, 11:6, 11:9, 13:11, 14:2, 15:4, 58:2, 64:11, 154:6, 154:7, 154:13, 157:10, 157:12, 161:11, 172:1, 175:21, 183:25, 191:14, 196:13, 232:2, 245:25, 249:22, 274:1, 274:4, 275:8, 289:14, 294:4, 294:15, 307:6, 315:1, 339:5, 348:11, 361:19</p> <p><b>started</b> [4] - 15:11, 68:5, 157:15, 188:24</p> <p><b>starting</b> [5] - 183:15, 191:19, 256:19, 367:4, 384:16</p>	<p><b>starts</b> [5] - 10:3, 171:12, 183:12, 186:20, 367:12</p> <p><b>state</b> [45] - 9:6, 9:17, 19:17, 20:4, 25:11, 28:13, 35:3, 76:7, 76:22, 82:5, 159:18, 159:24, 163:17, 179:19, 185:10, 189:17, 211:4, 222:2, 223:22, 223:24, 229:2, 236:4, 260:24, 278:7, 279:23, 294:3, 317:16, 318:3, 323:13, 324:4, 327:3, 327:12, 330:25, 342:10, 373:2, 375:8, 375:15, 375:16, 375:25, 376:4, 376:5, 377:7, 386:5, 386:6</p> <p><b>STATE</b> [1] - 1:2</p> <p><b>State</b> [5] - 1:18, 8:23, 19:11, 189:1, 380:4</p> <p><b>statement</b> [24] - 3:3, 3:4, 3:5, 3:6, 6:7, 20:19, 22:12, 26:20, 26:22, 76:7, 76:9, 80:23, 83:18, 108:17, 166:23, 189:2, 189:3, 200:21, 229:2, 268:5, 323:13, 323:15, 349:22, 371:12</p> <p><b>statements</b> [6] - 41:4, 88:5, 308:5, 308:13, 378:24, 387:18</p> <p><b>states</b> [4] - 167:8, 186:14, 341:9, 386:3</p> <p><b>States</b> [2] - 236:20, 236:21</p> <p><b>station</b> [3] - 64:13, 64:16, 137:23</p> <p><b>stations</b> [6] - 43:19, 43:20, 44:1, 44:9, 44:10, 64:12</p> <p><b>statistics</b> [1] - 352:10</p> <p><b>status</b> [1] - 53:2</p> <p><b>statute</b> [1] - 294:12</p> <p><b>statutory</b> [2] - 107:1, 107:4</p> <p><b>stay</b> [27] - 23:8, 90:2, 90:10, 92:22, 92:25, 93:6, 95:17, 95:18, 95:19, 95:22, 185:20, 200:1, 201:4, 203:5, 210:15, 210:20, 210:21, 211:11, 214:2, 239:16, 300:1, 301:16, 301:18, 301:19, 302:2, 318:16, 372:7</p> <p><b>stayed</b> [3] - 23:4, 124:20, 369:21</p> <p><b>stays</b> [1] - 300:10</p> <p><b>step</b> [6] - 53:4, 188:10, 211:23, 323:1, 362:12, 362:16</p> <p><b>stepped</b> [1] - 179:13</p> <p><b>steps</b> [2] - 367:16, 390:18</p> <p><b>stereotype</b> [1] - 333:16</p> <p><b>still</b> [31] - 81:14, 82:15,</p>	<p>82:16, 123:3, 123:10, 128:15, 128:21, 128:23, 141:6, 142:12, 143:18, 153:14, 169:3, 170:1, 171:20, 176:17, 176:20, 177:16, 177:19, 184:13, 196:2, 209:8, 216:7, 227:3, 227:14, 235:24, 266:14, 287:4, 287:9, 294:22, 386:23</p> <p><b>stimulation</b> [1] - 108:19</p> <p><b>stipulate</b> [2] - 192:2, 192:20</p> <p><b>stipulation</b> [1] - 72:14</p> <p><b>Stockton</b> [1] - 324:8</p> <p><b>stood</b> [1] - 308:24</p> <p><b>stop</b> [2] - 66:18, 312:10</p> <p><b>stopped</b> [1] - 380:22</p> <p><b>storage</b> [1] - 177:18</p> <p><b>storm</b> [2] - 70:2, 72:5</p> <p><b>straining</b> [1] - 89:14</p> <p><b>strategically</b> [1] - 43:24</p> <p><b>strategies</b> [1] - 368:3</p> <p><b>straw</b> [1] - 371:17</p> <p><b>stream</b> [1] - 36:15</p> <p><b>streams</b> [1] - 247:21</p> <p><b>Street</b> [1] - 212:10</p> <p><b>street</b> [2] - 135:1, 136:9</p> <p><b>stretch</b> [1] - 73:5</p> <p><b>stricken</b> [3] - 191:24, 191:25, 326:6</p> <p><b>strictly</b> [1] - 119:7</p> <p><b>strike</b> [10] - 14:12, 14:14, 24:5, 24:14, 26:3, 54:4, 77:14, 193:8, 296:14, 326:8</p> <p><b>strong</b> [1] - 92:18</p> <p><b>strongly</b> [3] - 93:10, 228:6, 392:24</p> <p><b>struck</b> [8] - 46:8, 192:14, 193:2, 207:4, 208:12, 326:2, 328:16</p> <p><b>struggling</b> [2] - 78:9, 175:9</p> <p><b>studies</b> [23] - 103:19, 104:3, 104:5, 110:13, 129:5, 172:7, 172:10, 172:18, 172:22, 173:12, 173:18, 174:4, 174:20, 176:9, 176:12, 271:19, 273:10, 333:22, 333:23, 334:1, 334:12, 375:18</p> <p><b>study</b> [47] - 173:18, 173:20, 173:25, 174:2, 174:3, 174:7, 174:20, 236:23, 238:14, 238:16, 238:24, 239:3, 251:11, 251:13, 259:15, 259:19, 271:3, 272:18, 273:15, 282:5, 284:3, 330:1, 330:5, 330:6, 330:9, 334:3, 341:11, 341:12, 345:11, 348:24,</p>
--	---	--	--

<p>369:14, 374:24, 376:11, 376:16, 378:14, 378:15, 378:20, 379:2, 379:3, 381:5, 381:11, 394:5, 394:13, 394:14, 394:16, 394:21, 396:3</p> <p><b>stuff</b> [5] - 13:9, 89:18, 101:16, 224:23, 270:15</p> <p><b>styled</b> [1] - 166:18</p> <p><b>subdivision</b> [1] - 224:20</p> <p><b>subject</b> [16] - 26:24, 76:11, 95:11, 152:4, 182:17, 184:20, 184:23, 186:24, 187:18, 187:25, 189:5, 265:13, 323:17, 328:14, 354:22, 360:13</p> <p><b>subjects</b> [1] - 173:9</p> <p><b>submission</b> [1] - 296:9</p> <p><b>submissions</b> [2] - 7:16, 18:3</p> <p><b>submit</b> [6] - 8:15, 19:2, 129:15, 135:8, 135:9, 136:17</p> <p><b>submitted</b> [6] - 49:17, 110:13, 129:5, 132:19, 159:17, 190:9</p> <p><b>submitting</b> [1] - 82:19</p> <p><b>subscribed</b> [1] - 216:2</p> <p><b>subscriber</b> [1] - 383:1</p> <p><b>subsequent</b> [2] - 67:22, 161:4</p> <p><b>subsequently</b> [1] - 375:22</p> <p><b>subsidies</b> [4] - 131:22, 169:1, 178:9, 178:16</p> <p><b>subsidiy</b> [2] - 52:6, 171:15</p> <p><b>substitute</b> [2] - 171:17, 396:1</p> <p><b>substitution</b> [3] - 236:22, 237:7, 237:25</p> <p><b>subway</b> [1] - 63:8</p> <p><b>success</b> [3] - 90:3, 95:20, 178:23</p> <p><b>successful</b> [1] - 204:9</p> <p><b>such-and-such</b> [2] - 135:1, 135:5</p> <p><b>sudden</b> [4] - 93:25, 131:7, 206:11, 295:16</p> <p><b>suffered</b> [2] - 11:25, 12:16</p> <p><b>sufficient</b> [6] - 8:10, 18:22, 40:4, 85:18, 313:14, 390:25</p> <p><b>sufficiently</b> [2] - 315:21, 359:11</p> <p><b>suggest</b> [8] - 43:3, 84:5, 91:10, 105:9, 164:11, 294:9, 296:13, 373:25</p> <p><b>suggested</b> [1] - 294:14</p> <p><b>suggesting</b> [4] - 86:22, 136:19, 257:17, 278:9</p> <p><b>suggestion</b> [1] - 294:2</p> <p><b>suggests</b> [1] - 166:13</p>	<p><b>Suite</b> [2] - 2:4, 324:7</p> <p><b>summarize</b> [4] - 28:7, 51:9, 77:24, 324:11</p> <p><b>summary</b> [6] - 55:18, 56:12, 80:23, 81:5, 231:16, 298:8</p> <p><b>Sun</b> [2] - 20:10, 20:14</p> <p><b>Sun's</b> [1] - 20:11</p> <p><b>Supplement</b> [1] - 4:18</p> <p><b>supplement</b> [10] - 269:14, 325:13, 325:23, 325:25, 326:18, 328:3, 328:4, 328:6, 384:16, 385:11</p> <p><b>supplemental</b> [5] - 268:20, 271:23, 326:12, 326:14, 340:21</p> <p><b>supplementing</b> [1] - 201:18</p> <p><b>supply</b> [1] - 67:11</p> <p><b>support</b> [69] - 4:15, 50:13, 50:14, 50:17, 53:24, 65:6, 65:10, 68:12, 78:2, 104:7, 107:18, 113:21, 178:20, 178:21, 205:23, 209:12, 209:14, 223:1, 251:11, 271:20, 272:1, 315:20, 329:4, 329:6, 329:24, 330:12, 330:18, 331:1, 331:5, 331:12, 331:15, 331:21, 331:22, 331:25, 332:2, 332:8, 332:14, 332:18, 332:24, 333:10, 368:16, 368:19, 368:25, 369:7, 370:4, 370:10, 370:15, 371:1, 371:4, 371:8, 371:11, 371:14, 371:15, 372:14, 372:17, 372:19, 372:22, 373:1, 373:4, 373:6, 376:19, 377:12, 377:24, 378:1, 387:2, 389:23</p> <p><b>supports</b> [2] - 70:9, 390:1</p> <p><b>suppose</b> [3] - 63:6, 105:8, 131:9</p> <p><b>supposed</b> [4] - 95:21, 179:19, 328:16, 366:11</p> <p><b>supposedly</b> [1] - 137:12</p> <p><b>supposition</b> [1] - 378:21</p> <p><b>surcharge</b> [2] - 383:4, 383:18</p> <p><b>surcharges</b> [1] - 383:7</p> <p><b>surf</b> [1] - 215:7</p> <p><b>surface</b> [1] - 235:21</p> <p><b>surprise</b> [10] - 43:23, 44:2, 69:10, 69:14, 104:19, 105:1, 105:14, 115:3, 196:3, 287:20</p> <p><b>surprised</b> [7] - 44:3, 44:8, 356:17, 365:12, 365:14, 365:15</p> <p><b>surprisingly</b> [1] - 183:21</p> <p><b>surrounding</b> [1] - 318:6</p>	<p><b>suspend</b> [1] - 16:15</p> <p><b>suspension</b> [2] - 51:12, 68:6</p> <p><b>sustain</b> [4] - 46:9, 46:17, 59:15, 164:17</p> <p><b>sustained</b> [2] - 150:13, 150:15</p> <p><b>switch</b> [47] - 7:5, 17:17, 23:13, 112:3, 112:4, 117:25, 119:8, 119:13, 121:1, 122:22, 123:20, 132:7, 132:12, 132:16, 132:17, 133:7, 134:14, 135:15, 137:3, 137:5, 137:6, 154:23, 155:1, 204:10, 207:20, 207:21, 209:2, 209:3, 209:9, 209:10, 209:20, 209:25, 210:9, 213:17, 214:22, 216:22, 223:7, 242:1, 255:2, 255:6, 274:19, 274:21, 304:7, 329:13, 335:12, 335:13, 379:16</p> <p><b>switched</b> [23] - 97:8, 121:1, 138:25, 140:8, 140:9, 140:10, 256:4, 305:2, 311:6, 311:9, 337:14, 337:16, 337:18, 359:4, 359:6, 359:13, 360:21, 361:7, 382:3, 382:5, 382:10, 382:11</p> <p><b>switches</b> [4] - 123:22, 222:15, 251:21, 335:14</p> <p><b>switching</b> [13] - 35:10, 112:6, 152:5, 180:4, 209:23, 210:1, 210:4, 246:13, 341:24, 341:25, 342:4, 342:8, 342:25</p> <p><b>sworn</b> [4] - 27:5, 76:18, 189:12, 323:24</p> <p><b>symmetrical</b> [1] - 375:14</p> <p><b>system</b> [18] - 36:14, 38:9, 56:14, 56:16, 56:18, 57:1, 57:6, 58:13, 132:14, 136:6, 136:7, 171:1, 211:6, 222:20, 232:8, 232:18</p> <p><b>systems</b> [2] - 56:25, 242:14</p>	<p><b>taping</b> [1] - 36:14</p> <p><b>tariff</b> [4] - 289:21, 289:22, 359:8, 395:10</p> <p><b>tariffed</b> [4] - 185:6, 185:11, 185:12, 185:25</p> <p><b>task</b> [2] - 243:11, 244:13</p> <p><b>tasked</b> [1] - 244:12</p> <p><b>tasks</b> [3] - 116:3, 319:11, 391:7</p> <p><b>tax</b> [2] - 308:9, 308:13</p> <p><b>taxed</b> [1] - 205:14</p> <p><b>taxes</b> [1] - 383:7</p> <p><b>TCI</b> [1] - 55:25</p> <p><b>teach</b> [1] - 361:9</p> <p><b>team</b> [4] - 45:7, 66:16, 213:6, 303:24</p> <p><b>tear</b> [1] - 346:15</p> <p><b>technical</b> [6] - 45:7, 85:11, 87:4, 209:8, 212:13, 213:8</p> <p><b>technicalities</b> [1] - 387:15</p> <p><b>technically</b> [4] - 85:1, 85:14, 85:21, 121:4</p> <p><b>technician</b> [5] - 132:9, 207:23, 207:24, 208:4, 245:13</p> <p><b>technicians</b> [12] - 23:12, 70:3, 105:16, 105:21, 118:15, 151:1, 208:3, 209:25, 211:11, 218:3, 223:6, 305:5</p> <p><b>technicians'</b> [1] - 221:6</p> <p><b>technological</b> [1] - 57:14</p> <p><b>technology</b> [4] - 57:22, 208:2, 336:13, 336:18</p> <p><b>techs</b> [1] - 304:7</p> <p><b>telcos</b> [2] - 317:13, 331:6</p> <p><b>telecom</b> [2] - 174:4, 226:19</p> <p><b>Telecom</b> [5] - 48:24, 57:14, 226:20, 227:2, 320:11</p> <p><b>telecom-specific</b> [1] - 174:4</p> <p><b>telecommunication</b> [1] - 332:12</p> <p><b>telecommunications</b> [10] - 94:20, 105:10, 174:5, 184:3, 320:6, 324:14, 324:23, 332:22, 382:23, 384:22</p> <p><b>Telecommunications</b> [10] - 6:13, 16:25, 24:18, 49:23, 103:10, 158:10, 320:1, 358:2, 375:13, 376:2</p> <p><b>telephone</b> [39] - 12:3, 30:25, 35:12, 35:13, 42:17, 44:12, 49:10, 50:8, 51:18, 52:4, 57:5, 57:24, 58:6, 65:24, 66:11, 66:13, 66:17, 74:14, 74:18, 94:19, 104:2, 104:20, 130:9, 136:17, 173:4, 203:19, 203:23, 214:23, 218:21, 219:21,</p>
<b>T</b>			
<p><b>T1</b> [2] - 212:9, 213:4</p> <p><b>tab</b> [2] - 346:14, 346:18</p> <p><b>table</b> [6] - 20:8, 128:18, 261:23, 262:1, 295:1, 369:9</p> <p><b>tables</b> [1] - 132:11</p> <p><b>talks</b> [3] - 47:17, 63:11, 295:22</p> <p><b>tandem</b> [2] - 152:5, 154:24</p> <p><b>tangible</b> [1] - 11:25</p>			

<p>236:8, 237:5, 243:24, 243:25, 244:8, 257:11, 294:1, 306:19, 390:12  <b>Telephone</b> [5] - 4:8, 51:24, 74:21, 124:10, 236:17  <b>television</b> [5] - 28:19, 57:6, 60:4, 66:10, 173:7  <b>TELRIC</b> [4] - 84:23, 85:23, 163:24, 164:2  <b>template</b> [1] - 312:14  <b>temporary</b> [2] - 206:19, 244:10  <b>tempt</b> [1] - 149:20  <b>ten</b> [4] - 137:21, 177:2, 177:15, 240:16  <b>ten-minute</b> [1] - 240:16  <b>tend</b> [1] - 111:19  <b>tenths</b> [6] - 167:23, 183:16, 183:20, 183:25, 390:2  <b>term</b> [4] - 96:20, 194:1, 212:1, 309:9  <b>terminal</b> [4] - 132:13, 133:5, 304:10, 304:11  <b>terminate</b> [23] - 46:4, 131:12, 212:22, 256:11, 275:5, 276:3, 276:16, 283:17, 284:4, 284:9, 284:14, 291:24, 333:20, 334:24, 337:18, 337:19, 350:7, 350:15, 350:16, 350:19, 357:11, 394:11  <b>terminated</b> [3] - 349:8, 349:13, 356:4  <b>terminates</b> [8] - 125:23, 214:24, 275:19, 276:9, 276:13, 316:12, 316:15, 348:16  <b>terminating</b> [14] - 109:21, 109:25, 238:8, 256:18, 311:6, 311:15, 334:7, 335:13, 337:6, 349:18, 350:2, 351:2, 394:6  <b>termination</b> [19] - 108:7, 111:9, 111:23, 112:5, 112:7, 124:1, 130:8, 130:14, 183:22, 247:22, 343:22, 344:11, 375:12, 375:17, 375:20, 376:1, 384:24, 385:22, 386:4  <b>terms</b> [48] - 7:9, 13:15, 17:21, 21:4, 22:23, 25:17, 58:24, 69:25, 111:22, 159:20, 177:1, 184:21, 185:3, 186:6, 186:10, 186:16, 186:25, 212:8, 213:7, 217:1, 223:8, 230:6, 232:14, 245:5, 262:12, 262:13, 263:16, 263:22, 289:22, 292:16, 294:7, 294:9, 294:18, 294:24,</p>	<p>295:2, 295:4, 295:12, 295:16, 300:25, 306:19, 357:10, 375:4, 379:4, 379:14, 380:18, 392:7  <b>territory</b> [3] - 102:15, 207:8, 377:15  <b>test</b> [2] - 109:16, 306:10  <b>testified</b> [14] - 27:5, 54:8, 76:18, 87:24, 96:5, 189:12, 250:24, 251:6, 251:19, 290:20, 291:18, 314:6, 320:20, 323:24  <b>testify</b> [5] - 20:13, 26:17, 205:7, 231:13, 315:18  <b>testifying</b> [1] - 244:23  <b>testimony</b> [222] - 7:17, 9:2, 15:3, 15:10, 16:17, 18:4, 19:13, 23:24, 24:8, 24:23, 27:17, 27:20, 27:24, 28:3, 28:8, 28:9, 29:16, 29:18, 30:16, 31:7, 32:12, 35:19, 37:15, 37:19, 40:2, 40:23, 41:17, 42:20, 43:7, 43:12, 48:13, 48:17, 49:17, 51:2, 51:9, 51:17, 52:9, 55:18, 60:1, 61:16, 68:14, 74:13, 74:17, 77:4, 77:8, 77:11, 77:18, 77:25, 79:8, 79:24, 80:5, 80:18, 80:20, 80:24, 81:5, 81:13, 82:8, 82:16, 82:19, 83:12, 83:18, 84:3, 84:7, 84:14, 85:8, 86:4, 88:4, 88:25, 92:6, 98:4, 98:14, 102:6, 103:5, 104:8, 108:8, 108:9, 113:12, 113:16, 115:21, 115:24, 116:4, 124:7, 126:16, 128:3, 129:4, 131:24, 138:17, 146:7, 147:6, 147:18, 155:17, 156:18, 158:12, 160:5, 162:18, 164:10, 178:17, 181:9, 181:21, 181:23, 182:2, 183:18, 188:24, 190:3, 190:8, 190:17, 191:2, 191:8, 191:18, 193:3, 193:6, 193:7, 193:13, 193:21, 194:20, 194:24, 195:2, 195:21, 196:14, 196:19, 198:2, 199:12, 200:20, 200:23, 201:17, 201:18, 202:1, 202:7, 202:10, 202:13, 202:14, 202:17, 202:19, 202:21, 202:23, 208:11, 229:10, 230:16, 231:4, 231:7, 231:12, 231:18, 235:1, 238:3, 241:7, 249:12, 249:25, 251:15, 251:24, 261:17, 264:1, 264:10,</p>	<p>264:12, 264:18, 268:3, 268:7, 268:20, 268:23, 269:2, 269:10, 269:13, 273:7, 273:23, 273:24, 274:16, 274:25, 275:11, 283:24, 284:8, 292:24, 298:16, 300:2, 300:16, 302:11, 303:19, 305:22, 307:22, 309:12, 310:2, 310:3, 314:15, 317:10, 317:14, 318:21, 324:9, 325:5, 325:8, 325:14, 325:15, 325:16, 325:20, 325:22, 325:23, 326:2, 326:5, 326:9, 326:12, 326:14, 326:15, 326:22, 333:12, 334:14, 335:25, 337:21, 339:10, 340:16, 340:18, 340:22, 341:23, 347:3, 348:18, 348:20, 354:3, 373:21, 374:11, 384:13, 385:9, 392:4, 393:24, 395:8, 396:19  <b>Testimony</b> [6] - 4:4, 4:6, 4:16, 4:18, 4:19, 4:24  <b>testing</b> [1] - 161:19  <b>texting</b> [1] - 176:4  <b>Thayer</b> [1] - 2:8  <b>THE</b> [153] - 2:10, 2:17, 33:14, 34:10, 47:22, 48:3, 54:13, 54:17, 61:22, 62:7, 62:11, 62:13, 62:19, 63:5, 63:9, 63:15, 63:22, 64:2, 83:16, 98:17, 102:4, 109:16, 114:5, 116:25, 117:23, 118:16, 119:6, 119:20, 120:9, 120:12, 120:17, 120:20, 120:22, 121:16, 121:20, 123:5, 123:8, 123:12, 123:15, 124:11, 124:21, 125:5, 125:8, 125:10, 125:13, 126:9, 126:12, 127:10, 129:6, 129:9, 134:20, 134:23, 135:3, 135:7, 135:17, 135:22, 136:3, 136:12, 136:25, 137:3, 137:16, 137:20, 138:10, 138:16, 139:5, 139:9, 139:12, 139:15, 139:23, 140:3, 140:6, 140:25, 141:9, 141:12, 141:16, 141:19, 141:23, 142:14, 142:18, 143:6, 143:9, 143:14, 143:20, 143:25, 144:3, 144:6, 144:10, 144:21, 145:5, 145:21, 145:25, 148:9, 156:2, 156:20, 168:16, 169:18, 169:22, 172:15, 173:10, 173:15,</p>	<p>174:9, 174:15, 175:8, 175:15, 176:10, 176:23, 179:21, 180:10, 180:24, 181:4, 184:16, 185:1, 187:4, 187:7, 188:11, 191:3, 191:22, 206:25, 207:10, 207:14, 210:7, 210:10, 211:18, 211:23, 212:6, 212:12, 213:12, 216:9, 216:17, 221:15, 222:4, 222:23, 226:3, 226:5, 228:23, 234:23, 235:5, 269:16, 270:19, 278:4, 281:12, 281:18, 327:9, 327:16, 327:21, 328:4, 328:19, 332:21, 339:1, 343:8, 357:3, 357:7, 385:12  <b>themselves</b> [5] - 201:25, 216:3, 232:24, 282:7, 282:12  <b>theoretically</b> [1] - 217:4  <b>theories</b> [1] - 390:6  <b>theory</b> [2] - 145:20, 334:15  <b>thereabouts</b> [1] - 240:8  <b>therefore</b> [5] - 200:14, 224:4, 259:14, 331:25, 378:22  <b>they've</b> [15] - 92:17, 108:22, 112:3, 113:2, 121:8, 124:12, 124:16, 126:17, 156:6, 192:20, 201:24, 206:10, 243:20, 340:8, 377:25  <b>thinking</b> [8] - 10:24, 146:4, 175:13, 203:25, 214:1, 226:15, 228:18, 285:8  <b>thinks</b> [2] - 96:1, 120:1  <b>third</b> [6] - 21:12, 110:17, 221:13, 359:15, 362:1, 362:16  <b>third-party</b> [1] - 221:13  <b>Thomas</b> [6] - 4:5, 7:20, 9:13, 18:7, 19:23, 26:14  <b>THOMAS</b> [2] - 3:9, 27:4  <b>thoughts</b> [2] - 228:21, 245:5  <b>thousand</b> [15] - 99:7, 146:8, 149:18, 169:25, 171:24, 240:5, 240:11, 247:13, 276:8, 277:3, 277:21, 278:18, 278:23, 355:21, 379:20  <b>thousand-line</b> [1] - 278:23  <b>thousands</b> [1] - 236:3  <b>three</b> [35] - 78:12, 107:15, 110:1, 124:10, 128:6, 131:8, 131:18, 164:20, 165:1, 173:11, 179:3, 179:11, 184:1, 217:18, 242:16, 248:6, 248:9, 267:21, 282:11, 307:15,</p>
---	---	---	---

<p>310:15, 327:10, 332:14, 332:17, 349:3, 358:22, 359:1, 363:7, 379:24, 389:13, 389:21, 389:23, 392:10</p> <p><b>three-cent</b> [7] - 107:15, 124:10, 131:8, 165:1, 179:3, 179:11, 389:23</p> <p><b>three-cent-per-minute</b> [1] - 165:1</p> <p><b>three-cents-per-minute</b> [1] - 379:24</p> <p><b>three-to-one</b> [1] - 349:3</p> <p><b>threw</b> [1] - 294:1</p> <p><b>throughout</b> [10] - 45:20, 45:22, 46:6, 46:16, 57:11, 63:18, 63:24, 84:3, 332:22, 381:10</p> <p><b>ticket</b> [2] - 30:22, 31:4</p> <p><b>tickets</b> [3] - 220:17, 220:21, 244:18</p> <p><b>tie</b> [4] - 39:2, 153:10, 172:18, 203:17</p> <p><b>tie-in</b> [1] - 39:2</p> <p><b>tied</b> [2] - 215:14, 222:17</p> <p><b>tight</b> [4] - 228:15, 253:5, 253:7, 253:9</p> <p><b>tighter</b> [1] - 253:10</p> <p><b>time-worn</b> [2] - 346:5, 346:7</p> <p><b>timelines</b> [2] - 228:15, 298:3</p> <p><b>timely</b> [1] - 78:10</p> <p><b>timing</b> [7] - 21:20, 34:24, 91:3, 197:21, 291:10, 292:14</p> <p><b>TIMOTHY</b> [2] - 3:13, 76:17</p> <p><b>Timothy</b> [8] - 4:6, 7:19, 9:13, 18:6, 20:1, 76:4, 76:23, 158:11</p> <p><b>title</b> [4] - 27:14, 76:25, 77:2, 358:6</p> <p><b>titled</b> [1] - 367:5</p> <p><b>today</b> [97] - 7:15, 9:8, 9:22, 10:7, 12:2, 13:6, 13:14, 14:3, 18:2, 19:18, 20:5, 20:17, 21:8, 21:24, 22:8, 25:21, 60:12, 67:11, 78:2, 79:14, 80:19, 81:25, 82:11, 82:15, 82:16, 88:13, 91:5, 94:17, 115:3, 122:25, 128:5, 136:17, 151:3, 153:11, 153:22, 154:17, 157:15, 157:21, 158:3, 162:13, 162:15, 165:12, 166:4, 167:12, 168:12, 174:1, 175:11, 196:9, 200:8, 205:8, 205:23, 214:15, 215:20, 216:11, 217:19, 218:24, 223:6, 228:11, 229:12, 229:16, 231:10, 232:10, 233:16,</p>	<p>234:24, 236:4, 236:20, 236:24, 237:4, 237:23, 240:17, 241:13, 243:8, 244:5, 244:18, 245:25, 249:19, 255:22, 256:24, 260:2, 273:20, 274:6, 274:11, 287:5, 287:9, 290:10, 291:23, 297:20, 298:23, 304:17, 310:6, 325:14, 332:2, 334:15, 337:22, 382:1, 387:13, 388:20</p> <p><b>today's</b> [2] - 216:17, 229:5</p> <p><b>toe</b> [1] - 15:1</p> <p><b>together</b> [4] - 71:18, 212:25, 225:6, 362:6</p> <p><b>toll</b> [8] - 155:3, 155:8, 155:9, 155:13, 219:20, 219:21, 311:15, 382:25</p> <p><b>toll-free</b> [1] - 311:15</p> <p><b>Tom</b> [1] - 27:13</p> <p><b>tomorrow</b> [9] - 10:3, 10:25, 11:6, 25:22, 153:12, 153:18, 154:6, 154:14, 157:22</p> <p><b>tone</b> [28] - 30:23, 43:3, 44:5, 61:17, 61:19, 61:23, 62:1, 69:4, 69:5, 69:9, 70:8, 70:16, 70:24, 70:25, 71:2, 71:13, 71:19, 75:17, 154:19, 154:20, 203:23, 204:1, 215:19, 215:21, 215:24, 230:10, 241:23, 242:3</p> <p><b>took</b> [4] - 73:8, 118:23, 331:20, 333:7</p> <p><b>tools</b> [2] - 306:10, 306:16</p> <p><b>top</b> [12] - 124:17, 142:16, 142:19, 221:21, 244:13, 244:17, 268:23, 270:6, 270:8, 353:22, 380:10, 380:11</p> <p><b>topic</b> [4] - 231:6, 264:23, 288:16, 357:14</p> <p><b>torn</b> [1] - 346:10</p> <p><b>total</b> [21] - 164:2, 197:16, 235:5, 235:22, 275:13, 275:16, 278:17, 302:21, 350:21, 351:20, 351:23, 352:19, 352:20, 354:8, 354:16, 355:6, 356:14, 359:24, 363:10</p> <p><b>totally</b> [1] - 26:1</p> <p><b>touch</b> [3] - 209:25, 242:24, 243:3</p> <p><b>touched</b> [3] - 234:18, 235:20, 393:19</p> <p><b>tough</b> [1] - 253:11</p> <p><b>towards</b> [2] - 77:13, 368:4</p> <p><b>town</b> [2] - 120:11, 153:15</p>	<p><b>towns</b> [1] - 316:22</p> <p><b>track</b> [2] - 25:1, 181:2</p> <p><b>trading</b> [2] - 125:22, 316:21</p> <p><b>traditional</b> [1] - 176:7</p> <p><b>traditionally</b> [1] - 228:19</p> <p><b>traffic</b> [143] - 6:23, 17:10, 21:9, 23:7, 56:7, 81:24, 82:2, 83:6, 87:15, 94:11, 94:12, 108:19, 109:21, 110:1, 111:24, 118:12, 126:18, 126:19, 130:3, 130:19, 130:23, 131:10, 131:11, 131:12, 155:3, 155:8, 155:9, 155:11, 155:13, 162:18, 163:1, 163:3, 187:22, 214:6, 214:18, 223:22, 224:1, 233:10, 233:22, 233:25, 234:5, 234:7, 234:15, 234:17, 238:3, 238:14, 238:16, 238:17, 238:23, 239:3, 239:6, 240:21, 241:2, 274:5, 274:6, 274:10, 274:11, 274:14, 275:10, 275:18, 275:22, 275:23, 276:1, 280:9, 281:2, 281:6, 282:1, 282:5, 282:14, 289:11, 289:12, 289:15, 289:20, 289:24, 290:3, 316:7, 316:11, 316:13, 316:14, 320:2, 329:18, 333:25, 334:1, 334:3, 334:7, 334:16, 335:7, 335:19, 336:23, 336:25, 337:7, 337:9, 337:10, 337:18, 337:20, 339:12, 339:13, 339:21, 340:4, 340:8, 340:11, 340:13, 340:14, 341:4, 347:1, 348:16, 349:20, 350:8, 350:14, 350:23, 353:5, 356:3, 365:3, 365:23, 366:1, 366:2, 366:7, 366:10, 378:3, 378:15, 378:17, 378:19, 378:20, 379:2, 379:3, 379:17, 390:6, 390:11, 390:20, 393:25, 394:4, 394:6, 394:11, 394:14, 394:16, 394:21</p> <p><b>Traffic</b> [2] - 375:13, 376:2</p> <p><b>train</b> [2] - 207:24, 244:3</p> <p><b>transaction</b> [1] - 106:14</p> <p><b>TRANSCRIPT</b> [1] - 1:14</p> <p><b>transcript</b> [2] - 388:5, 397:11</p> <p><b>transfer</b> [4] - 7:10, 17:22, 156:13, 395:8</p> <p><b>transferred</b> [1] - 331:13</p> <p><b>Transformation</b> [2] - 82:13, 178:4</p>	<p><b>transit</b> [3] - 365:7, 365:13, 365:19</p> <p><b>transition</b> [31] - 79:2, 79:3, 79:6, 92:9, 109:2, 112:16, 113:6, 115:17, 116:20, 116:21, 128:4, 133:20, 138:9, 138:25, 139:16, 141:2, 150:18, 151:6, 168:7, 169:16, 170:7, 172:10, 211:16, 233:15, 239:9, 245:1, 302:13, 374:5, 374:6, 382:16, 390:19</p> <p><b>transitional</b> [10] - 55:15, 97:7, 98:25, 100:1, 113:19, 127:4, 145:12, 247:12, 302:8</p> <p><b>transitioned</b> [3] - 97:2, 150:20, 182:18</p> <p><b>transitioning</b> [5] - 116:8, 138:12, 141:6, 168:11, 230:19</p> <p><b>translation</b> [1] - 132:11</p> <p><b>transport</b> [23] - 108:7, 111:9, 111:23, 112:1, 112:5, 140:10, 343:1, 343:3, 343:5, 343:11, 343:12, 343:19, 343:21, 344:8, 344:11, 375:12, 375:17, 375:19, 376:1, 384:24, 385:22, 386:4</p> <p><b>Trap</b> [13] - 331:7, 332:18, 333:3, 333:5, 333:9, 376:19, 376:21, 376:23, 376:24, 377:12, 377:20, 386:20, 387:1</p> <p><b>trapped</b> [1] - 331:14</p> <p><b>traumatic</b> [1] - 221:11</p> <p><b>treated</b> [4] - 125:14, 125:24, 138:4, 366:2</p> <p><b>tremendous</b> [1] - 57:8</p> <p><b>trend</b> [4] - 174:16, 174:19, 177:23</p> <p><b>tried</b> [5] - 94:16, 126:5, 240:8, 243:4, 392:5</p> <p><b>triggering</b> [1] - 117:9</p> <p><b>trip</b> [1] - 346:10</p> <p><b>triple</b> [7] - 163:9, 163:13, 215:18, 215:23, 335:20, 366:13, 366:14</p> <p><b>triple-play</b> [1] - 215:23</p> <p><b>tripod</b> [1] - 36:10</p> <p><b>trivial</b> [1] - 241:18</p> <p><b>trouble</b> [5] - 30:22, 31:4, 220:17, 220:21, 244:17</p> <p><b>troubling</b> [3] - 225:17, 227:23, 297:3</p> <p><b>truck</b> [16] - 117:3, 122:1, 132:8, 133:4, 134:5, 134:8, 242:7, 253:18, 254:9,</p>
--	--	--	--

<p>254:21, 254:23, 255:4, 255:25, 256:3, 259:2, 338:16</p> <p><b>true</b> <sup>[27]</sup> - 26:22, 40:8, 40:9, 43:5, 43:10, 43:11, 56:17, 76:9, 80:15, 105:8, 143:22, 147:16, 152:2, 153:2, 178:14, 182:15, 189:4, 218:2, 265:25, 273:9, 273:12, 273:21, 275:6, 323:15, 350:20, 351:21, 352:16</p> <p><b>truly</b> <sup>[4]</sup> - 176:16, 226:17, 279:24, 349:7</p> <p><b>truth</b> <sup>[1]</sup> - 267:5</p> <p><b>try</b> <sup>[15]</sup> - 36:20, 41:8, 42:2, 101:23, 135:10, 164:18, 182:10, 183:2, 249:1, 286:4, 321:20, 338:24, 346:15, 392:12, 395:17</p> <p><b>trying</b> <sup>[32]</sup> - 33:11, 41:1, 45:1, 83:11, 88:2, 94:2, 105:15, 108:12, 109:9, 126:21, 133:1, 168:1, 178:12, 180:16, 208:16, 209:12, 214:16, 226:16, 229:16, 233:15, 241:25, 253:11, 264:2, 273:13, 278:4, 279:4, 281:18, 295:7, 298:19, 314:12, 322:11, 334:17</p> <p><b>turn</b> <sup>[12]</sup> - 20:18, 67:15, 265:2, 267:19, 273:6, 307:4, 340:16, 358:12, 365:1, 365:6, 367:3, 395:2</p> <p><b>turned</b> <sup>[2]</sup> - 15:22, 364:10</p> <p><b>turning</b> <sup>[1]</sup> - 255:6</p> <p><b>turns</b> <sup>[1]</sup> - 140:16</p> <p><b>Turtle</b> <sup>[1]</sup> - 266:9</p> <p><b>TV</b> <sup>[6]</sup> - 60:9, 60:13, 122:23, 215:19, 215:24, 236:8</p> <p><b>twice</b> <sup>[1]</sup> - 208:15</p> <p><b>twisted</b> <sup>[1]</sup> - 219:25</p> <p><b>two</b> <sup>[80]</sup> - 13:15, 13:24, 14:1, 14:2, 14:8, 16:7, 16:15, 16:20, 56:20, 59:24, 62:18, 63:25, 71:23, 82:1, 83:17, 83:19, 87:1, 88:11, 88:18, 91:5, 101:22, 112:13, 114:21, 118:8, 118:9, 119:3, 149:3, 152:16, 161:10, 161:16, 165:14, 167:23, 180:3, 187:9, 187:23, 195:15, 195:18, 200:8, 209:24, 213:16, 223:5, 231:15, 232:11, 233:22, 235:18, 241:25, 247:6, 247:21, 248:6, 248:16, 252:14, 267:24, 282:19, 283:11, 295:1,</p>	<p>296:18, 300:19, 307:20, 321:1, 321:4, 321:5, 323:3, 332:16, 334:22, 343:14, 343:20, 344:3, 345:13, 351:8, 359:23, 369:4, 377:13, 378:24, 379:20, 382:4, 382:9, 382:13, 382:14, 389:8, 393:25</p> <p><b>two-cent</b> <sup>[2]</sup> - 382:13, 382:14</p> <p><b>two-hour</b> <sup>[1]</sup> - 13:24</p> <p><b>two-minute</b> <sup>[1]</sup> - 231:15</p> <p><b>two-tenths</b> <sup>[1]</sup> - 167:23</p> <p><b>two-way</b> <sup>[1]</sup> - 56:20</p> <p><b>two-word</b> <sup>[1]</sup> - 101:22</p> <p><b>twosy</b> <sup>[1]</sup> - 395:14</p> <p><b>type</b> <sup>[15]</sup> - 52:3, 57:1, 57:12, 115:25, 131:5, 137:5, 138:14, 203:5, 204:25, 207:22, 215:11, 234:8, 319:20, 379:12, 393:1</p> <p><b>types</b> <sup>[6]</sup> - 45:5, 113:9, 130:24, 176:16, 331:22, 379:5</p> <p><b>typewritten</b> <sup>[1]</sup> - 397:10</p> <p><b>typical</b> <sup>[5]</sup> - 115:3, 138:5, 138:21, 215:15, 394:6</p> <p><b>typically</b> <sup>[13]</sup> - 40:15, 66:14, 86:7, 118:13, 214:21, 215:9, 233:21, 284:4, 333:5, 334:3, 336:25, 344:13, 344:21</p>	<p>289:21, 293:18, 293:22, 294:3, 297:22, 298:3, 298:8, 306:24, 310:25, 313:6, 323:13, 331:7, 338:6, 342:23, 345:2, 345:5, 345:20, 375:6, 377:12, 386:23, 389:25</p> <p><b>Under</b> <sup>[3]</sup> - 4:12, 178:22, 258:3</p> <p><b>underdeliver</b> <sup>[1]</sup> - 239:19</p> <p><b>underlying</b> <sup>[5]</sup> - 70:8, 70:10, 71:17, 341:16, 390:6</p> <p><b>undermining</b> <sup>[1]</sup> - 130:8</p> <p><b>underneath</b> <sup>[1]</sup> - 239:10</p> <p><b>understood</b> <sup>[10]</sup> - 39:13, 41:21, 49:22, 71:4, 72:12, 95:15, 102:11, 164:9, 223:13, 336:20</p> <p><b>undo</b> <sup>[1]</sup> - 204:18</p> <p><b>undoing</b> <sup>[1]</sup> - 204:18</p> <p><b>undue</b> <sup>[1]</sup> - 180:18</p> <p><b>unemployed</b> <sup>[1]</sup> - 236:12</p> <p><b>unfortunate</b> <sup>[4]</sup> - 25:16, 95:2, 388:15, 388:24</p> <p><b>unfortunately</b> <sup>[6]</sup> - 174:17, 194:14, 222:24, 224:24, 286:5, 338:9</p> <p><b>unhook</b> <sup>[1]</sup> - 132:9</p> <p><b>unilaterally</b> <sup>[1]</sup> - 185:16</p> <p><b>unintended</b> <sup>[1]</sup> - 339:24</p> <p><b>unintentional</b> <sup>[1]</sup> - 388:22</p> <p><b>union</b> <sup>[4]</sup> - 208:5, 217:19, 223:9, 245:15</p> <p><b>unique</b> <sup>[6]</sup> - 137:22, 227:21, 230:23, 331:4, 332:4</p> <p><b>United</b> <sup>[2]</sup> - 236:20, 236:21</p> <p><b>universal</b> <sup>[6]</sup> - 178:21, 329:6, 331:11, 358:9, 367:17, 368:20</p> <p><b>Universal</b> <sup>[1]</sup> - 332:10</p> <p><b>unless</b> <sup>[9]</sup> - 25:4, 37:25, 39:11, 39:18, 47:13, 185:20, 265:5, 304:9, 305:7</p> <p><b>unlike</b> <sup>[2]</sup> - 184:5, 215:15</p> <p><b>unlikely</b> <sup>[1]</sup> - 68:19</p> <p><b>unnatural</b> <sup>[1]</sup> - 219:18</p> <p><b>unreasonable</b> <sup>[8]</sup> - 196:2, 196:3, 205:24, 206:5, 230:25, 232:17, 319:16, 375:11</p> <p><b>unrelated</b> <sup>[1]</sup> - 232:11</p> <p><b>unreliable</b> <sup>[1]</sup> - 315:9</p> <p><b>unsubstantiated</b> <sup>[1]</sup> - 315:9</p> <p><b>unusual</b> <sup>[2]</sup> - 218:18, 304:13</p> <p><b>up</b> <sup>[121]</sup> - 10:6, 10:10, 10:13, 12:19, 14:9, 16:16, 24:16, 25:19, 31:19, 36:14, 37:10, 37:16, 37:18, 55:6, 55:25, 57:21, 61:3, 61:13, 61:25,</p>	<p>69:16, 73:5, 73:10, 82:21, 90:12, 94:23, 102:1, 105:5, 108:1, 109:7, 117:22, 121:22, 125:8, 129:20, 129:24, 133:10, 144:17, 148:23, 149:3, 152:20, 153:11, 153:22, 154:10, 154:13, 154:18, 154:25, 158:12, 163:3, 172:12, 173:13, 174:21, 176:3, 177:9, 180:15, 183:20, 188:4, 206:3, 210:5, 214:14, 214:17, 214:18, 215:11, 215:13, 215:14, 216:2, 216:24, 217:3, 217:8, 221:10, 222:10, 222:17, 224:25, 225:13, 228:2, 240:9, 240:22, 241:4, 241:17, 243:4, 247:18, 249:1, 249:5, 249:13, 255:12, 258:25, 259:3, 277:6, 277:9, 280:18, 290:5, 290:8, 290:12, 290:17, 321:8, 321:11, 321:14, 321:15, 321:18, 329:1, 332:9, 336:1, 336:3, 336:7, 336:10, 336:12, 336:16, 351:10, 352:10, 354:8, 361:20, 371:14, 373:25, 374:12, 378:6, 382:13, 383:10, 384:5, 393:6, 395:11</p> <p><b>update</b> <sup>[3]</sup> - 242:20, 370:1, 370:2</p> <p><b>updated</b> <sup>[5]</sup> - 193:14, 242:25, 246:21, 312:16, 318:15</p> <p><b>updates</b> <sup>[2]</sup> - 193:15, 242:25</p> <p><b>updating</b> <sup>[5]</sup> - 318:11, 318:20, 320:21, 321:23, 322:4</p> <p><b>upfront</b> <sup>[1]</sup> - 181:19</p> <p><b>uptake</b> <sup>[1]</sup> - 237:15</p> <p><b>uptakes</b> <sup>[1]</sup> - 237:17</p> <p><b>upward</b> <sup>[1]</sup> - 177:22</p> <p><b>urban</b> <sup>[1]</sup> - 103:18</p> <p><b>usage</b> <sup>[1]</sup> - 169:7</p> <p><b>useless</b> <sup>[1]</sup> - 314:2</p> <p><b>user</b> <sup>[13]</sup> - 215:5, 248:21, 314:12, 329:12, 329:18, 329:19, 330:24, 336:15, 361:15, 382:19, 382:21, 383:5, 383:12</p> <p><b>users</b> <sup>[4]</sup> - 127:2, 171:3, 178:20, 235:11</p> <p><b>USF</b> <sup>[6]</sup> - 82:12, 178:4, 194:6, 232:20, 358:11, 368:5</p> <p><b>utilitarian</b> <sup>[1]</sup> - 177:1</p> <p><b>Utilities</b> <sup>[3]</sup> - 380:23, 380:25,</p>
<b>U</b>			
	<p><b>U.S</b> <sup>[1]</sup> - 173:22</p> <p><b>U2</b> <sup>[1]</sup> - 109:17</p> <p><b>ultimately</b> <sup>[8]</sup> - 23:15, 78:15, 79:12, 200:11, 211:20, 217:1, 217:2, 241:5</p> <p><b>unable</b> <sup>[1]</sup> - 68:11</p> <p><b>unaffected</b> <sup>[1]</sup> - 372:12</p> <p><b>unaware</b> <sup>[1]</sup> - 158:25</p> <p><b>unbundled</b> <sup>[1]</sup> - 87:6</p> <p><b>unbundling</b> <sup>[2]</sup> - 84:21, 85:23</p> <p><b>uncalculable</b> <sup>[1]</sup> - 70:24</p> <p><b>uncooperative</b> <sup>[1]</sup> - 281:16</p> <p><b>under</b> <sup>[61]</sup> - 6:23, 6:25, 8:1, 12:6, 15:21, 17:10, 17:12, 18:13, 21:15, 21:16, 25:1, 25:23, 26:20, 51:12, 60:3, 63:21, 76:7, 85:2, 86:15, 100:6, 102:19, 103:10, 146:1, 148:24, 158:9, 160:7, 163:19, 169:14, 179:19, 189:2, 205:18, 217:14, 217:24, 223:25, 233:5, 246:25, 249:11, 250:5, 253:16, 285:22,</p>	<p>229:21, 293:18, 293:22, 294:3, 297:22, 298:3, 298:8, 306:24, 310:25, 313:6, 323:13, 331:7, 338:6, 342:23, 345:2, 345:5, 345:20, 375:6, 377:12, 386:23, 389:25</p> <p><b>Under</b> <sup>[3]</sup> - 4:12, 178:22, 258:3</p> <p><b>underdeliver</b> <sup>[1]</sup> - 239:19</p> <p><b>underlying</b> <sup>[5]</sup> - 70:8, 70:10, 71:17, 341:16, 390:6</p> <p><b>undermining</b> <sup>[1]</sup> - 130:8</p> <p><b>underneath</b> <sup>[1]</sup> - 239:10</p> <p><b>understood</b> <sup>[10]</sup> - 39:13, 41:21, 49:22, 71:4, 72:12, 95:15, 102:11, 164:9, 223:13, 336:20</p> <p><b>undo</b> <sup>[1]</sup> - 204:18</p> <p><b>undoing</b> <sup>[1]</sup> - 204:18</p> <p><b>undue</b> <sup>[1]</sup> - 180:18</p> <p><b>unemployed</b> <sup>[1]</sup> - 236:12</p> <p><b>unfortunate</b> <sup>[4]</sup> - 25:16, 95:2, 388:15, 388:24</p> <p><b>unfortunately</b> <sup>[6]</sup> - 174:17, 194:14, 222:24, 224:24, 286:5, 338:9</p> <p><b>unhook</b> <sup>[1]</sup> - 132:9</p> <p><b>unilaterally</b> <sup>[1]</sup> - 185:16</p> <p><b>unintended</b> <sup>[1]</sup> - 339:24</p> <p><b>unintentional</b> <sup>[1]</sup> - 388:22</p> <p><b>union</b> <sup>[4]</sup> - 208:5, 217:19, 223:9, 245:15</p> <p><b>unique</b> <sup>[6]</sup> - 137:22, 227:21, 230:23, 331:4, 332:4</p> <p><b>United</b> <sup>[2]</sup> - 236:20, 236:21</p> <p><b>universal</b> <sup>[6]</sup> - 178:21, 329:6, 331:11, 358:9, 367:17, 368:20</p> <p><b>Universal</b> <sup>[1]</sup> - 332:10</p> <p><b>unless</b> <sup>[9]</sup> - 25:4, 37:25, 39:11, 39:18, 47:13, 185:20, 265:5, 304:9, 305:7</p> <p><b>unlike</b> <sup>[2]</sup> - 184:5, 215:15</p> <p><b>unlikely</b> <sup>[1]</sup> - 68:19</p> <p><b>unnatural</b> <sup>[1]</sup> - 219:18</p> <p><b>unreasonable</b> <sup>[8]</sup> - 196:2, 196:3, 205:24, 206:5, 230:25, 232:17, 319:16, 375:11</p> <p><b>unrelated</b> <sup>[1]</sup> - 232:11</p> <p><b>unreliable</b> <sup>[1]</sup> - 315:9</p> <p><b>unsubstantiated</b> <sup>[1]</sup> - 315:9</p> <p><b>unusual</b> <sup>[2]</sup> - 218:18, 304:13</p> <p><b>up</b> <sup>[121]</sup> - 10:6, 10:10, 10:13, 12:19, 14:9, 16:16, 24:16, 25:19, 31:19, 36:14, 37:10, 37:16, 37:18, 55:6, 55:25, 57:21, 61:3, 61:13, 61:25,</p>	<p>69:16, 73:5, 73:10, 82:21, 90:12, 94:23, 102:1, 105:5, 108:1, 109:7, 117:22, 121:22, 125:8, 129:20, 129:24, 133:10, 144:17, 148:23, 149:3, 152:20, 153:11, 153:22, 154:10, 154:13, 154:18, 154:25, 158:12, 163:3, 172:12, 173:13, 174:21, 176:3, 177:9, 180:15, 183:20, 188:4, 206:3, 210:5, 214:14, 214:17, 214:18, 215:11, 215:13, 215:14, 216:2, 216:24, 217:3, 217:8, 221:10, 222:10, 222:17, 224:25, 225:13, 228:2, 240:9, 240:22, 241:4, 241:17, 243:4, 247:18, 249:1, 249:5, 249:13, 255:12, 258:25, 259:3, 277:6, 277:9, 280:18, 290:5, 290:8, 290:12, 290:17, 321:8, 321:11, 321:14, 321:15, 321:18, 329:1, 332:9, 336:1, 336:3, 336:7, 336:10, 336:12, 336:16, 351:10, 352:10, 354:8, 361:20, 371:14, 373:25, 374:12, 378:6, 382:13, 383:10, 384:5, 393:6, 395:11</p> <p><b>update</b> <sup>[3]</sup> - 242:20, 370:1, 370:2</p> <p><b>updated</b> <sup>[5]</sup> - 193:14, 242:25, 246:21, 312:16, 318:15</p> <p><b>updates</b> <sup>[2]</sup> - 193:15, 242:25</p> <p><b>updating</b> <sup>[5]</sup> - 318:11, 318:20, 320:21, 321:23, 322:4</p> <p><b>upfront</b> <sup>[1]</sup> - 181:19</p> <p><b>uptake</b> <sup>[1]</sup> - 237:15</p> <p><b>uptakes</b> <sup>[1]</sup> - 237:17</p> <p><b>upward</b> <sup>[1]</sup> - 177:22</p> <p><b>urban</b> <sup>[1]</sup> - 103:18</p> <p><b>usage</b> <sup>[1]</sup> - 169:7</p> <p><b>useless</b> <sup>[1]</sup> - 314:2</p> <p><b>user</b> <sup>[13]</sup> - 215:5, 248:21, 314:12, 329:12, 329:18, 329:19, 330:24, 336:15, 361:15, 382:19, 382:21, 383:5, 383:12</p> <p><b>users</b> <sup>[4]</sup> - 127:2, 171:3, 178:20, 235:11</p> <p><b>USF</b> <sup>[6]</sup> - 82:12, 178:4, 194:6, 232:20, 358:11, 368:5</p> <p><b>utilitarian</b> <sup>[1]</sup> - 177:1</p> <p><b>Utilities</b> <sup>[3]</sup> - 380:23, 380:25,</p>

<p>381:6  <b>utilize</b> <sup>[1]</sup> - 286:4  <b>utilized</b> <sup>[3]</sup> - 344:17, 356:16, 359:7  <b>utilizing</b> <sup>[1]</sup> - 369:16</p>	<p>217:8, 217:9, 223:19, 230:7, 230:11, 230:18, 232:5, 233:7, 233:11, 234:11, 235:6, 235:15, 235:16, 238:5, 238:6, 238:17, 239:1, 239:15, 242:6, 246:16, 246:17, 247:17, 248:2, 253:25, 260:20, 260:21, 266:7, 266:11, 271:15, 274:10, 278:16, 278:17, 290:11, 290:12, 293:12, 293:21, 294:6, 294:8, 296:11, 296:15, 297:16, 300:20, 307:11, 316:17, 319:3, 324:19, 325:11, 329:8, 331:17, 331:25, 333:8, 334:19, 336:5, 338:5, 338:16, 345:16, 351:9, 351:19, 351:24, 354:17, 357:18, 363:7, 364:11, 364:12, 372:8, 372:15, 372:20, 373:22, 377:4, 377:10, 377:21, 378:17, 381:4, 381:13, 386:23, 388:16, 389:15, 390:18, 390:22, 391:3, 392:3, 392:19, 392:24, 392:25, 393:5, 394:2, 396:6</p>	<p>131:15, 158:21, 164:20, 164:23, 165:2, 165:5, 165:23, 232:5, 232:9, 250:12, 267:25, 300:6, 300:20, 318:10, 320:25, 322:5, 322:15, 345:16, 359:20, 391:7, 394:23, 395:3</p>	<p><b>walk</b> <sup>[3]</sup> - 36:13, 154:16, 199:17  <b>wall</b> <sup>[1]</sup> - 237:6  <b>wants</b> <sup>[10]</sup> - 87:14, 107:17, 120:10, 121:14, 134:12, 135:1, 165:11, 202:12, 254:1, 287:6  <b>WARD</b> <sup>[368]</sup> - 1:22, 6:4, 9:17, 9:21, 10:11, 10:24, 11:4, 11:11, 11:17, 12:21, 12:24, 13:12, 13:17, 13:22, 14:2, 16:10, 16:12, 16:14, 16:23, 20:3, 20:14, 20:16, 22:11, 24:4, 26:12, 26:15, 27:7, 32:13, 32:15, 32:18, 33:13, 34:8, 34:22, 35:1, 36:12, 36:19, 38:23, 39:22, 39:25, 40:20, 40:25, 41:2, 41:8, 46:9, 47:21, 48:1, 49:21, 50:16, 50:20, 50:23, 54:6, 54:11, 59:14, 61:10, 61:13, 62:5, 62:8, 62:12, 62:16, 63:1, 63:6, 63:11, 63:17, 63:23, 64:3, 68:22, 71:15, 71:21, 71:25, 72:3, 72:14, 72:21, 73:4, 73:8, 75:12, 76:1, 76:5, 79:25, 80:2, 80:6, 80:8, 83:14, 87:22, 88:7, 89:13, 90:11, 92:5, 92:15, 93:22, 94:2, 94:5, 96:11, 96:14, 98:15, 101:23, 109:10, 109:13, 109:17, 114:2, 117:15, 117:18, 118:13, 119:1, 119:19, 120:8, 120:10, 120:13, 120:19, 120:21, 121:10, 121:17, 123:2, 123:6, 123:10, 123:13, 124:5, 124:19, 125:3, 125:6, 125:9, 126:7, 126:10, 127:8, 129:3, 129:7, 129:23, 134:11, 134:21, 134:24, 135:4, 135:13, 135:20, 135:25, 136:4, 136:21, 137:1, 137:13, 137:19, 138:6, 138:13, 139:3, 139:8, 139:10, 139:13, 139:21, 140:1, 140:4, 140:22, 141:1, 141:11, 141:14, 141:18, 141:20, 142:10, 142:17, 143:2, 143:8, 143:11, 143:15, 143:22, 144:1, 144:4, 144:8, 144:19, 145:4, 145:7, 145:19, 145:22, 148:5, 148:10, 150:13, 150:15, 153:7, 153:17, 153:21, 154:1, 154:8, 155:25, 156:19, 157:4, 157:9, 157:14, 157:20, 157:24,</p>
<b>V</b>			
<p><b>vagabonds</b> <sup>[1]</sup> - 175:1  <b>vague</b> <sup>[1]</sup> - 380:20  <b>vaguely</b> <sup>[1]</sup> - 332:16  <b>valid</b> <sup>[1]</sup> - 365:17  <b>VALLEY</b> <sup>[1]</sup> - 2:17  <b>Valley</b> <sup>[246]</sup> - 1:9, 4:11, 4:14, 6:22, 7:7, 9:18, 9:20, 12:17, 17:9, 17:19, 20:4, 20:9, 20:11, 20:13, 21:15, 22:3, 23:2, 23:6, 23:11, 23:17, 24:2, 30:10, 38:16, 50:12, 51:11, 51:21, 52:25, 53:13, 53:22, 56:7, 63:3, 65:25, 68:15, 73:15, 78:4, 78:9, 78:11, 80:19, 81:2, 81:4, 82:22, 82:23, 83:10, 84:15, 88:16, 89:1, 89:22, 90:4, 90:5, 90:19, 95:23, 96:1, 96:18, 97:3, 97:7, 97:13, 99:5, 99:21, 100:6, 100:20, 102:8, 106:2, 106:6, 106:7, 106:10, 109:1, 110:5, 111:4, 111:22, 112:3, 113:1, 113:21, 115:2, 115:8, 117:3, 117:6, 117:20, 118:10, 119:7, 120:4, 120:6, 120:14, 120:16, 120:23, 120:24, 121:6, 121:14, 121:18, 122:5, 122:19, 123:22, 123:24, 123:25, 124:2, 125:17, 126:4, 129:20, 130:22, 131:8, 131:11, 131:13, 131:18, 132:6, 132:14, 133:25, 134:6, 134:22, 135:10, 135:19, 135:20, 136:13, 137:6, 141:2, 143:12, 146:2, 146:10, 146:24, 147:1, 150:22, 151:3, 152:7, 154:19, 154:24, 155:14, 156:8, 156:16, 158:8, 158:21, 162:11, 164:24, 164:25, 165:2, 165:6, 166:1, 168:14, 168:25, 175:9, 179:18, 181:10, 181:14, 181:22, 182:12, 182:24, 185:23, 187:10, 189:20, 190:4, 197:18, 202:13, 203:17, 204:4, 204:11, 210:16, 210:22, 216:21,</p>	<p>217:8, 217:9, 223:19, 230:7, 230:11, 230:18, 232:5, 233:7, 233:11, 234:11, 235:6, 235:15, 235:16, 238:5, 238:6, 238:17, 239:1, 239:15, 242:6, 246:16, 246:17, 247:17, 248:2, 253:25, 260:20, 260:21, 266:7, 266:11, 271:15, 274:10, 278:16, 278:17, 290:11, 290:12, 293:12, 293:21, 294:6, 294:8, 296:11, 296:15, 297:16, 300:20, 307:11, 316:17, 319:3, 324:19, 325:11, 329:8, 331:17, 331:25, 333:8, 334:19, 336:5, 338:5, 338:16, 345:16, 351:9, 351:19, 351:24, 354:17, 357:18, 363:7, 364:11, 364:12, 372:8, 372:15, 372:20, 373:22, 377:4, 377:10, 377:21, 378:17, 381:4, 381:13, 386:23, 388:16, 389:15, 390:18, 390:22, 391:3, 392:3, 392:19, 392:24, 392:25, 393:5, 394:2, 396:6</p> <p><b>Valley's</b> <sup>[27]</sup> - 7:5, 8:6, 12:17, 17:17, 18:18, 46:4, 69:23, 79:9, 79:22, 84:16, 88:20, 100:15, 107:25, 113:12, 117:25, 133:4, 133:7, 154:23, 169:8, 203:20, 214:7, 218:2, 229:15, 242:10, 331:4, 359:18, 396:3</p> <p><b>Valleys</b> <sup>[1]</sup> - 170:12  <b>Value</b> <sup>[1]</sup> - 287:18  <b>value</b> <sup>[1]</sup> - 39:11  <b>variance</b> <sup>[1]</sup> - 342:21  <b>variances</b> <sup>[1]</sup> - 325:24  <b>variation</b> <sup>[1]</sup> - 283:12  <b>varied</b> <sup>[1]</sup> - 251:10  <b>variety</b> <sup>[7]</sup> - 245:14, 251:19, 324:16, 345:9, 380:2, 380:8, 383:20  <b>various</b> <sup>[5]</sup> - 64:12, 87:1, 116:3, 319:10, 395:9  <b>vary</b> <sup>[2]</sup> - 104:23, 126:1  <b>varying</b> <sup>[1]</sup> - 342:20  <b>vast</b> <sup>[1]</sup> - 332:23  <b>vehicles</b> <sup>[1]</sup> - 306:10  <b>vendor</b> <sup>[2]</sup> - 364:2, 364:6  <b>venturing</b> <sup>[1]</sup> - 50:8  <b>veracity</b> <sup>[1]</sup> - 174:3  <b>Verizon</b> <sup>[30]</sup> - 106:3, 106:4, 106:9, 107:16, 125:4, 125:5, 125:18, 126:2,</p>	<p><b>Verizon-Midcontinent</b> <sup>[2]</sup> - 164:20, 164:23  <b>version</b> <sup>[4]</sup> - 261:3, 326:17, 326:23, 327:3  <b>versions</b> <sup>[3]</sup> - 260:22, 326:25, 327:2  <b>versus</b> <sup>[8]</sup> - 92:8, 179:11, 179:12, 200:1, 239:12, 334:8, 334:9, 349:8  <b>vest</b> <sup>[1]</sup> - 150:10  <b>via</b> <sup>[4]</sup> - 163:9, 177:5, 214:14, 242:12  <b>viability</b> <sup>[1]</sup> - 98:21  <b>vibrant</b> <sup>[1]</sup> - 29:1  <b>vice</b> <sup>[2]</sup> - 27:15, 77:2  <b>vicinity</b> <sup>[1]</sup> - 221:22  <b>video</b> <sup>[15]</sup> - 28:11, 28:22, 35:13, 35:15, 42:15, 49:7, 50:9, 67:9, 73:17, 74:1, 74:5, 74:21, 75:3, 122:14, 155:15  <b>view</b> <sup>[5]</sup> - 113:24, 170:24, 301:3, 312:5, 366:3  <b>virtues</b> <sup>[2]</sup> - 49:15, 49:17  <b>vision</b> <sup>[1]</sup> - 136:22  <b>visit</b> <sup>[1]</sup> - 16:3  <b>Vogel</b> <sup>[2]</sup> - 9:15, 19:24  <b>voice</b> <sup>[17]</sup> - 28:11, 28:21, 35:13, 35:16, 67:9, 74:1, 74:9, 74:10, 74:12, 74:15, 122:24, 177:6, 209:10, 215:15, 216:6, 216:10, 290:22  <b>voir</b> <sup>[1]</sup> - 199:13  <b>volume</b> <sup>[1]</sup> - 41:22  <b>volumes</b> <sup>[1]</sup> - 224:1  <b>vs</b> <sup>[1]</sup> - 1:8</p>	<p><b>walk</b> <sup>[3]</sup> - 36:13, 154:16, 199:17  <b>wall</b> <sup>[1]</sup> - 237:6  <b>wants</b> <sup>[10]</sup> - 87:14, 107:17, 120:10, 121:14, 134:12, 135:1, 165:11, 202:12, 254:1, 287:6  <b>WARD</b> <sup>[368]</sup> - 1:22, 6:4, 9:17, 9:21, 10:11, 10:24, 11:4, 11:11, 11:17, 12:21, 12:24, 13:12, 13:17, 13:22, 14:2, 16:10, 16:12, 16:14, 16:23, 20:3, 20:14, 20:16, 22:11, 24:4, 26:12, 26:15, 27:7, 32:13, 32:15, 32:18, 33:13, 34:8, 34:22, 35:1, 36:12, 36:19, 38:23, 39:22, 39:25, 40:20, 40:25, 41:2, 41:8, 46:9, 47:21, 48:1, 49:21, 50:16, 50:20, 50:23, 54:6, 54:11, 59:14, 61:10, 61:13, 62:5, 62:8, 62:12, 62:16, 63:1, 63:6, 63:11, 63:17, 63:23, 64:3, 68:22, 71:15, 71:21, 71:25, 72:3, 72:14, 72:21, 73:4, 73:8, 75:12, 76:1, 76:5, 79:25, 80:2, 80:6, 80:8, 83:14, 87:22, 88:7, 89:13, 90:11, 92:5, 92:15, 93:22, 94:2, 94:5, 96:11, 96:14, 98:15, 101:23, 109:10, 109:13, 109:17, 114:2, 117:15, 117:18, 118:13, 119:1, 119:19, 120:8, 120:10, 120:13, 120:19, 120:21, 121:10, 121:17, 123:2, 123:6, 123:10, 123:13, 124:5, 124:19, 125:3, 125:6, 125:9, 126:7, 126:10, 127:8, 129:3, 129:7, 129:23, 134:11, 134:21, 134:24, 135:4, 135:13, 135:20, 135:25, 136:4, 136:21, 137:1, 137:13, 137:19, 138:6, 138:13, 139:3, 139:8, 139:10, 139:13, 139:21, 140:1, 140:4, 140:22, 141:1, 141:11, 141:14, 141:18, 141:20, 142:10, 142:17, 143:2, 143:8, 143:11, 143:15, 143:22, 144:1, 144:4, 144:8, 144:19, 145:4, 145:7, 145:19, 145:22, 148:5, 148:10, 150:13, 150:15, 153:7, 153:17, 153:21, 154:1, 154:8, 155:25, 156:19, 157:4, 157:9, 157:14, 157:20, 157:24,</p>
<b>W</b>			
<p><b>wage</b> <sup>[4]</sup> - 105:11, 105:20, 306:4, 318:1  <b>wages</b> <sup>[1]</sup> - 105:4  <b>wait</b> <sup>[3]</sup> - 43:18, 43:20, 66:22  <b>waited</b> <sup>[1]</sup> - 211:2  <b>waiting</b> <sup>[7]</sup> - 71:19, 206:9, 225:13, 243:19, 243:22, 281:10, 360:25  <b>waits</b> <sup>[3]</sup> - 44:9, 62:24, 66:14  <b>waived</b> <sup>[2]</sup> - 72:15, 348:5  <b>waiver</b> <sup>[1]</sup> - 360:13</p>			

<p>158:3, 158:17, 164:5, 164:17, 166:20, 166:22, 168:3, 169:5, 169:21, 170:9, 172:7, 172:16, 174:7, 174:10, 174:23, 175:12, 175:21, 176:21, 179:8, 180:6, 180:21, 181:1, 181:6, 183:6, 184:7, 184:9, 184:18, 186:19, 187:6, 188:4, 188:7, 188:9, 188:12, 188:17, 188:23, 189:14, 190:14, 190:24, 191:1, 191:6, 191:10, 191:14, 191:21, 192:6, 192:10, 192:22, 192:25, 193:5, 195:18, 196:10, 197:7, 198:10, 198:16, 198:18, 198:25, 199:8, 200:25, 202:24, 207:5, 207:9, 208:20, 210:3, 210:8, 211:7, 211:22, 212:5, 212:11, 213:9, 213:20, 213:23, 216:5, 216:14, 221:9, 221:24, 222:13, 223:10, 224:10, 226:4, 227:5, 229:20, 230:3, 231:1, 231:21, 234:19, 235:3, 238:1, 244:25, 249:1, 249:4, 249:8, 249:11, 254:17, 257:24, 258:6, 261:8, 261:13, 261:18, 265:9, 265:23, 266:1, 266:4, 266:15, 266:18, 266:21, 267:7, 267:13, 269:11, 269:20, 270:14, 273:4, 280:12, 281:9, 285:2, 285:7, 285:14, 287:3, 288:17, 288:21, 288:23, 289:2, 289:6, 295:18, 297:21, 299:2, 299:6, 299:11, 299:14, 299:17, 299:21, 314:4, 315:11, 316:2, 317:7, 320:12, 320:16, 322:23, 322:25, 323:3, 323:7, 323:11, 324:1, 327:4, 327:17, 327:24, 328:2, 328:5, 328:9, 328:13, 328:22, 328:24, 331:2, 332:20, 338:22, 338:25, 346:5, 348:4, 348:7, 353:25, 356:19, 356:24, 357:5, 367:11, 368:12, 373:11, 373:13, 373:17, 374:8, 374:13, 374:15, 384:4, 384:7, 385:8, 386:15, 387:5, 387:7, 387:12, 387:19, 387:22, 387:25, 388:3, 389:2, 391:23, 396:12, 396:16</p>	<p><b>ward</b> [6] - 9:24, 11:19, 22:13, 22:22, 60:25  <b>Ward</b> [4] - 3:23, 6:5, 6:12, 16:24  <b>warn</b> [1] - 371:16  <b>warrant</b> [2] - 40:6, 332:25  <b>Washington</b> [1] - 2:5  <b>waste</b> [2] - 23:9, 204:20  <b>watch</b> [2] - 154:11  <b>water</b> [1] - 323:4  <b>wave</b> [1] - 172:24  <b>ways</b> [6] - 55:4, 106:19, 118:1, 223:24, 233:25, 377:13  <b>wayside</b> [3] - 335:17, 336:15, 336:19  <b>weather</b> [1] - 70:2  <b>web</b> [1] - 215:8  <b>website</b> [1] - 258:20  <b>Wednesday</b> [3] - 6:2, 10:20, 314:2  <b>week</b> [9] - 70:9, 190:9, 206:22, 218:16, 225:14, 225:18, 230:20, 239:12, 314:1  <b>weekly</b> [1] - 239:17  <b>Wefald</b> [1] - 45:24  <b>welcome</b> [1] - 384:5  <b>West</b> [1] - 324:7  <b>whereas</b> [2] - 79:21, 167:8  <b>whiteboard</b> [1] - 358:13  <b>whole</b> [13] - 12:20, 89:10, 100:2, 131:16, 181:10, 181:23, 181:25, 192:18, 192:24, 247:17, 297:13, 321:15, 350:4  <b>wide</b> [5] - 109:13, 366:20, 380:2, 380:7, 383:20  <b>widened</b> [1] - 224:4  <b>widening</b> [2] - 25:3, 224:3  <b>wife</b> [1] - 177:10  <b>willing</b> [12] - 7:3, 17:15, 46:4, 46:5, 55:5, 192:2, 238:18, 239:1, 250:7, 265:5, 265:6, 273:20  <b>willingness</b> [1] - 394:16  <b>Williston</b> [196] - 4:21, 7:3, 7:5, 7:7, 17:15, 17:17, 17:19, 21:22, 28:12, 28:15, 28:17, 28:24, 29:5, 29:9, 29:10, 29:25, 31:2, 31:11, 31:20, 31:22, 31:23, 31:25, 32:4, 35:3, 35:6, 35:10, 35:14, 35:17, 35:21, 35:23, 36:1, 36:3, 36:24, 37:6, 37:13, 37:17, 38:9, 42:7, 42:10, 42:22, 43:4, 43:8, 43:15, 43:19, 43:24, 44:10, 44:12, 44:15, 44:23, 44:24, 45:2, 45:6, 45:12, 45:13,</p>	<p>46:20, 46:23, 48:15, 52:17, 55:21, 55:24, 57:2, 58:16, 58:20, 59:23, 60:12, 60:21, 60:25, 62:6, 63:2, 63:20, 63:24, 65:20, 65:22, 66:20, 69:12, 69:16, 69:21, 72:4, 75:18, 75:23, 78:8, 78:15, 79:13, 79:14, 83:22, 88:20, 89:2, 89:6, 104:8, 105:2, 105:22, 105:24, 110:3, 110:4, 111:25, 112:4, 114:1, 114:8, 114:11, 114:15, 118:2, 118:4, 120:10, 120:11, 123:13, 123:14, 135:1, 146:17, 150:23, 151:4, 151:11, 155:12, 155:20, 156:7, 156:23, 157:1, 164:11, 165:10, 165:15, 166:11, 167:9, 171:25, 175:1, 178:2, 190:18, 200:16, 200:18, 205:3, 205:5, 205:12, 205:18, 206:2, 206:4, 209:24, 212:4, 212:10, 213:17, 218:7, 218:23, 218:24, 219:22, 219:24, 220:9, 220:24, 221:8, 221:17, 222:17, 222:18, 223:14, 224:1, 224:12, 226:17, 227:21, 230:24, 235:19, 236:2, 236:6, 236:14, 237:8, 237:23, 252:6, 252:13, 252:15, 253:8, 253:10, 273:11, 273:16, 274:19, 274:21, 287:15, 288:8, 290:6, 290:18, 291:2, 303:20, 317:18, 317:19, 317:23, 318:1, 318:5, 321:10, 321:13, 321:18, 336:4, 336:7, 391:20, 392:6, 392:14, 392:17, 392:21, 393:20, 393:22, 395:22, 395:24  <b>win</b> [1] - 179:24  <b>winners</b> [2] - 372:4, 372:7  <b>wire</b> [5] - 117:21, 132:10, 136:23, 203:19, 255:10  <b>wireless</b> [34] - 36:18, 108:22, 125:7, 125:13, 128:14, 140:2, 140:5, 160:9, 160:17, 167:4, 171:14, 171:18, 171:20, 173:24, 175:20, 176:14, 177:20, 177:24, 178:7, 232:22, 235:10, 236:18, 236:22, 237:2, 237:7, 237:24, 240:24, 260:2, 260:13, 260:14, 268:9, 300:21, 359:22, 383:11</p>	<p><b>Wireless</b> [19] - 106:4, 107:16, 125:5, 125:11, 125:18, 126:3, 131:15, 158:21, 165:5, 165:23, 250:12, 267:25, 300:6, 320:25, 322:5, 322:15, 345:16, 359:20, 391:7  <b>wireline</b> [24] - 112:25, 160:19, 160:20, 167:4, 173:23, 175:9, 176:14, 232:22, 232:25, 235:10, 240:24, 241:1, 244:14, 244:15, 300:21, 300:25, 301:1, 322:18, 322:19, 383:9  <b>wireline-to</b> [2] - 160:19, 244:14  <b>wireline-to-wireline</b> [1] - 241:1  <b>wires</b> [8] - 117:5, 122:4, 122:10, 203:13, 203:15, 203:17, 203:18, 203:22  <b>wiring</b> [1] - 203:18  <b>Wisconsin</b> [1] - 125:21  <b>wisdom</b> [1] - 226:23  <b>wise</b> [2] - 204:13, 241:15  <b>wish</b> [5] - 40:13, 65:2, 100:13, 261:14, 318:14  <b>withdraw</b> [4] - 281:14, 281:15, 388:19, 389:1  <b>WITNESS</b> [151] - 33:14, 34:10, 47:22, 48:3, 54:13, 54:17, 61:22, 62:7, 62:11, 62:13, 62:19, 63:5, 63:9, 63:15, 63:22, 64:2, 83:16, 98:17, 102:4, 109:16, 114:5, 116:25, 117:23, 118:16, 119:6, 119:20, 120:9, 120:12, 120:17, 120:20, 120:22, 121:16, 121:20, 123:5, 123:8, 123:12, 123:15, 124:11, 124:21, 125:5, 125:8, 125:10, 125:13, 126:9, 126:12, 127:10, 129:6, 129:9, 134:20, 134:23, 135:3, 135:7, 135:17, 135:22, 136:3, 136:12, 136:25, 137:3, 137:16, 137:20, 138:10, 138:16, 139:5, 139:9, 139:12, 139:15, 139:23, 140:3, 140:6, 140:25, 141:9, 141:12, 141:16, 141:19, 141:23, 142:14, 142:18, 143:6, 143:9, 143:14, 143:20, 143:25, 144:3, 144:6, 144:10, 144:21, 145:5, 145:21, 145:25, 148:9, 156:2, 156:20,</p>
---	---	--	---

<p>168:16, 169:18, 169:22, 172:15, 173:10, 173:15, 174:9, 174:15, 175:8, 175:15, 176:10, 176:23, 179:21, 180:10, 180:24, 181:4, 184:16, 185:1, 187:4, 187:7, 188:11, 191:3, 191:22, 206:25, 207:10, 207:14, 210:7, 210:10, 211:18, 211:23, 212:6, 212:12, 213:12, 216:9, 216:17, 221:15, 222:4, 222:23, 226:3, 226:5, 228:23, 234:23, 235:5, 269:16, 270:19, 278:4, 281:12, 281:18, 327:9, 327:16, 327:21, 328:4, 328:19, 332:21, 339:1, 343:8, 357:3, 357:7, 385:12</p> <p><b>witness</b> [29] - 19:24, 20:1, 20:12, 26:14, 33:1, 39:14, 39:16, 41:11, 41:13, 50:20, 53:19, 54:8, 73:1, 76:2, 76:3, 91:8, 92:5, 93:20, 98:13, 101:25, 145:8, 281:15, 281:16, 314:6, 314:19, 323:1, 323:8, 374:20, 393:9</p> <p><b>witness's</b> [2] - 83:14, 314:15</p> <p><b>witnesses</b> [28] - 7:18, 9:2, 9:12, 10:15, 13:4, 13:5, 13:16, 13:18, 14:4, 15:2, 16:2, 16:18, 18:5, 19:14, 22:19, 23:25, 25:18, 35:19, 68:15, 153:12, 188:14, 188:16, 202:10, 203:9, 284:21, 387:5, 387:11, 393:25</p> <p><b>WITNESSES</b> [1] - 3:8</p> <p><b>Wolf</b> [1] - 252:20</p> <p><b>wonder</b> [2] - 109:4, 226:10</p> <p><b>wondered</b> [1] - 281:9</p> <p><b>wondering</b> [6] - 48:15, 49:16, 102:13, 159:8, 172:17, 204:22</p> <p><b>word</b> [6] - 101:19, 101:22, 250:9, 250:22, 307:24, 322:1</p> <p><b>words</b> [4] - 62:1, 85:13, 141:4, 372:4</p> <p><b>Workers</b> [1] - 223:5</p> <p><b>workers</b> [1] - 236:12</p> <p><b>workload</b> [7] - 151:3, 151:8, 205:17, 213:13, 218:4, 218:5, 242:15</p> <p><b>works</b> [7] - 109:16, 128:7, 135:6, 157:17, 183:13, 214:20, 341:21</p> <p><b>world</b> [3] - 170:13, 214:15,</p>	<p>279:15</p> <p><b>worn</b> [2] - 346:5, 346:7</p> <p><b>worth</b> [1] - 145:16</p> <p><b>wow</b> [1] - 173:13</p> <p><b>wrap</b> [2] - 154:9, 249:1</p> <p><b>wrapping</b> [1] - 154:13</p> <p><b>write</b> [1] - 358:14</p> <p><b>written</b> [3] - 95:25, 198:2, 341:3</p>	<p style="text-align: center;"><b>Z</b></p> <p><b>Zach</b> [1] - 5:5</p> <p><b>Zachary</b> [2] - 9:11, 19:21</p> <p><b>ZACHARY</b> [1] - 2:7</p> <p><b>zero</b> [34] - 107:16, 108:2, 108:3, 108:8, 108:13, 108:17, 108:23, 112:11, 126:8, 126:13, 130:5, 163:9, 163:13, 165:20, 165:21, 167:21, 167:22, 169:23, 169:24, 194:3, 194:6, 232:22, 268:4, 272:10, 335:20, 366:13, 366:14, 377:3, 377:4, 377:11, 386:24, 387:2, 389:20</p> <p><b>zeros</b> [1] - 366:12</p>
<b>Y</b>		
	<p><b>year</b> [42] - 30:2, 75:23, 100:3, 107:17, 116:17, 127:23, 139:20, 140:23, 141:24, 144:2, 144:16, 146:3, 161:2, 169:25, 181:24, 182:13, 219:22, 221:5, 222:9, 232:21, 232:23, 233:17, 239:10, 240:11, 302:17, 303:2, 303:9, 303:10, 318:11, 358:5, 360:6, 360:8, 360:10, 362:21, 369:18, 369:20, 374:5, 374:7, 381:25, 382:2, 382:16</p> <p><b>year's</b> [3] - 182:4, 220:3, 239:23</p> <p><b>years</b> [54] - 26:25, 28:20, 42:11, 55:23, 56:2, 59:24, 62:18, 76:12, 79:18, 103:25, 108:18, 113:22, 115:20, 117:14, 127:4, 136:19, 136:20, 137:10, 149:6, 161:4, 168:12, 177:2, 177:16, 177:21, 183:21, 186:8, 189:6, 194:2, 207:24, 209:16, 216:18, 218:25, 235:25, 260:5, 286:12, 286:14, 296:22, 297:19, 307:15, 307:20, 308:4, 308:5, 310:16, 310:19, 310:20, 313:18, 321:1, 321:4, 321:5, 323:18, 324:15, 382:4, 382:6, 392:10</p> <p><b>yellow</b> [2] - 31:3, 184:15</p> <p><b>yes-or-no</b> [1] - 182:11</p> <p><b>yesterday</b> [28] - 158:11, 158:20, 158:24, 159:6, 167:3, 169:20, 195:21, 196:1, 196:6, 201:12, 203:8, 205:1, 205:7, 229:18, 231:10, 241:7, 308:18, 308:19, 309:3, 310:11, 313:23, 315:3, 326:4, 332:6, 334:14, 337:22, 379:23, 388:17</p> <p><b>younger</b> [2] - 237:3, 237:4</p> <p><b>yourself</b> [2] - 48:13, 268:5</p>	