

-Info-Public Service Commission

From: Tricia Buchholz <triciab@pringlend.com>
Sent: Monday, June 15, 2020 2:13 PM
To: -Info-Public Service Commission
Cc: David Hogue; Lynette Demaray
Subject: Application of Inter-Community Telephone Company to Protect Information Regarding CAP and ICC Data
Attachments: 2020-06-15 Application to Protect Information - ICC.pdf; Exhibit A.pdf; 381616 ICTC ARC redacted.pdf; 381616 ICTC CAF redacted.pdf; 381616 ICTC TRP redacted.pdf

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Attached for filing are the following documents:

1. Application of Inter-Community Telephone Company to Protect Information Regarding CAF and ICC Data;
2. Exhibit A; and
3. Redacted Reports.

The sealed confidential reports will follow by U.S. Mail.

Thank you for your attention. Please contact us with any questions.

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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NORTH DAKOTA
SOUTHEASTERN DIVISION**

MCI COMMUNICATIONS SERVICES, INC.
and VERIZON SELECT SERVICES INC.,

Plaintiffs,

v.

360NETWORKS (USA) INC.; AT&T CORP.;
BANDWIDTH.COM CLEC, LLC; BEK
COMMUNICATIONS COOPERATIVE;
BROADVOX-CLEC, LLC; BULLSEYE
TELECOM, INC.; DAKOTA CENTRAL
TELECOM I, INC.; DAKOTA CENTRAL
TELECOMMUNICATIONS
COOPERATIVE; DAKTEL
COMMUNICATIONS, LLC.; DICKEY
RURAL TELEPHONE COOPERATIVE;
FIRST COMMUNICATIONS, LLC;
GRANITE TELECOMMUNICATIONS,
LLC; INTEGRA TELECOM OF NORTH
DAKOTA, INC.; INTER-COMMUNITY
TELEPHONE COMPANY, L.L.C.; LEVEL 3
COMMUNICATIONS, LLC; MCLEODUSA
TELECOMMUNICATION SERVICES, INC.;
MIDCONTINENT COMMUNICATIONS;
MID-RIVERS TELEPHONE
COOPERATIVE, INC.; MIDSTATE
COMMUNICATIONS, INC.; MIDSTATE
TELEPHONE COMPANY, LLC; MISSOURI
VALLEY COMMUNICATIONS, INC.;
NEMONT TELEPHONE COOPERATIVE,
INC.; NORTH DAKOTA TELEPHONE
COMPANY; ORBITCOM, INC.; POLAR
COMMUNICATIONS MUTUAL AID
CORPORATION; POLAR TELCOM, INC.;
RESERVATION TELEPHONE
COOPERATIVE; SRT
COMMUNICATIONS, INC.; TURTLE
MOUNTAIN COMMUNICATIONS, INC.;

Case No.



UNITED TELEPHONE MUTUAL AID
CORPORATION; WEST RIVER
TELECOMMUNICATIONS
COOPERATIVE,

Defendants.

COMPLAINT

MCI Communications Services, Inc. and Verizon Select Services Inc. (collectively “Verizon”), by and through their attorneys, bring this Complaint against the above-captioned Defendants (collectively, “Defendants”) as follows:

INTRODUCTION

1. This action arises from Defendants’ improper imposition of “access charges” on wireless calls. Defendants are local telephone companies (also known as “local exchange carriers” or “LECs”), which may charge other carriers that use their networks to originate or terminate calls. When a call is made between two exchanges, the LEC may impose “access charges” as set forth in its tariff. The Federal Communications Commission (“FCC”) and the federal courts have made clear, however, that wireless calls that originate and terminate within the same geographic area known as a Major Trading Area (“MTA”) are not subject to access charges; this rule applies even when the calls are interexchange and even when a long distance company like Verizon carries the calls between the local phone company and the wireless carrier. Nevertheless, Defendants have imposed, and continue to impose, access charges on wireless intraMTA calls carried by Verizon. Verizon will not pay Defendants’ bills for access charges on wireless intraMTA calls. Verizon brings this action (a) to recover the access charges Defendants have improperly charged Verizon in the past on wireless intraMTA calls, (b) for a

declaration that Defendants may not impose such charges, and (c) for a declaration that Verizon is entitled to withhold payment for such charges.

2. Historically, in the context of wireline phone service, a distinction was established between “local” and “interexchange” calls. Wireline calls made and received within a “local exchange” (as defined by the relevant state public utilities commissions) were deemed local calls. Wireline calls from one local exchange to another were deemed interexchange calls. LECs own or control lines that connect end-users to the telephone network. When an end-user places an interexchange call, the LEC generally transfers the call to a long-distance carrier, which delivers the call to the LEC serving the called party.

3. For wireline interexchange calls, LECs may impose “access charges” on long-distance carriers for the use of the LECs’ network. The charges for the transport of calls over the network from the calling party’s LEC to the calling party’s long-distance network are known as “originating switched access charges,” while the charges for the transport of calls over the network of the called party’s LEC’s network from the long-distance carrier are known as “terminating switched access charges.” These charges are set forth in each LEC’s access tariffs. Access charges for interexchange calls that originate and terminate within the same state (i.e., intrastate long-distance) are governed by tariffs filed by the LECs with the state public utilities commission. Access charges for interexchange calls that originate in one state and terminate in a different state (i.e., interstate long-distance) are governed by tariffs filed by the LECs with the FCC.

4. Whereas local calling areas for wireline service were historically defined by the state public utilities commissions, the FCC defined the geographical area within which a wireless call is not subject to access charges. The FCC decided that wireless calls that originate and

terminate within the same MTA are deemed the equivalent of local calls for purposes of intercarrier compensation and, as such, are not subject to intrastate or interstate access charges.

5. The FCC has issued various rules and decisions stating that LECs may not charge switched access charges for wireless intraMTA calls. Federal courts that have considered the issue have uniformly upheld these rules and decisions. Defendants are LECs who have charged, and continue to charge, switched access charges to Verizon for wireless intraMTA calls. Verizon has informed Defendants that it will no longer pay access charges on wireless intraMTA calls. Verizon seeks to recover access charges on wireless intraMTA calls it has paid in the past, and to obtain a declaration that Defendants may not impose such charges in the future.

PARTIES

6. Plaintiff MCI Communications Services, Inc. is a Delaware Corporation with its principal place of business in New Jersey.

7. Plaintiff Verizon Select Services Inc. is a Delaware Corporation with its principal place of business in Virginia.

8. Defendant 360Networks (USA) Inc. is a corporation, which: (a) at all relevant times, is and has been qualified and registered to do business in the state of North Dakota; (b) conducts operations in North Dakota; (c) maintains a registered agent for the service of process in North Dakota; and/or (d) is incorporated in North Dakota.

9. Defendant AT&T Corp. is a corporation, which: (a) at all relevant times, is and has been qualified and registered to do business in the state of North Dakota; (b) conducts operations in North Dakota; (c) maintains a registered agent for the service of process in North Dakota; and/or (d) is incorporated in North Dakota.

10. Defendant Bandwidth.Com CLEC, LLC is a limited liability company, which: (a) at all relevant times, is and has been qualified and registered to do business in the state of North

Dakota; (b) conducts operations in North Dakota; (c) maintains a registered agent for the service of process in North Dakota; and/or (d) is incorporated in North Dakota.

11. Defendant BEK Communications Cooperative is a corporation, which: (a) at all relevant times, is and has been qualified and registered to do business in the state of North Dakota; (b) conducts operations in North Dakota; (c) maintains a registered agent for the service of process in North Dakota; and/or (d) is incorporated in North Dakota.

12. Defendant Broadvox-CLEC, LLC is a limited liability company, which: (a) at all relevant times, is and has been qualified and registered to do business in the state of North Dakota; (b) conducts operations in North Dakota; (c) maintains a registered agent for the service of process in North Dakota; and/or (d) is incorporated in North Dakota.

13. Defendant Bullseye Telecom, Inc. is a corporation, which: (a) at all relevant times, is and has been qualified and registered to do business in the state of North Dakota; (b) conducts operations in North Dakota; (c) maintains a registered agent for the service of process in North Dakota; and/or (d) is incorporated in North Dakota.

14. Defendant Dakota Central Telecom I, Inc. is a corporation, which: (a) at all relevant times, is and has been qualified and registered to do business in the state of North Dakota; (b) conducts operations in North Dakota; (c) maintains a registered agent for the service of process in North Dakota; and/or (d) is incorporated in North Dakota.

15. Defendant Dakota Central Telecommunications Cooperative is a corporation, which: (a) at all relevant times, is and has been qualified and registered to do business in the state of North Dakota; (b) conducts operations in North Dakota; (c) maintains a registered agent for the service of process in North Dakota; and/or (d) is incorporated in North Dakota.

16. Defendant Daktel Communications, LLC. is a limited liability company, which: (a) at all relevant times, is and has been qualified and registered to do business in the state of North Dakota; (b) conducts operations in North Dakota; (c) maintains a registered agent for the service of process in North Dakota; and/or (d) is incorporated in North Dakota.

17. Defendant Dickey Rural Telephone Cooperative is a corporation, which: (a) at all relevant times, is and has been qualified and registered to do business in the state of North Dakota; (b) conducts operations in North Dakota; (c) maintains a registered agent for the service of process in North Dakota; and/or (d) is incorporated in North Dakota.

18. Defendant First Communications, LLC is a limited liability company, which: (a) at all relevant times, is and has been qualified and registered to do business in the state of North Dakota; (b) conducts operations in North Dakota; (c) maintains a registered agent for the service of process in North Dakota; and/or (d) is incorporated in North Dakota.

19. Defendant Granite Telecommunications, LLC is a limited liability company, which: (a) at all relevant times, is and has been qualified and registered to do business in the state of North Dakota; (b) conducts operations in North Dakota; (c) maintains a registered agent for the service of process in North Dakota; and/or (d) is incorporated in North Dakota.

20. Defendant Integra Telecom of North Dakota, Inc. is a corporation, which: (a) at all relevant times, is and has been qualified and registered to do business in the state of North Dakota; (b) conducts operations in North Dakota; (c) maintains a registered agent for the service of process in North Dakota; and/or (d) is incorporated in North Dakota.

21. Defendant Inter-Community Telephone Company, L.L.C. is a limited liability company, which: (a) at all relevant times, is and has been qualified and registered to do business

in the state of North Dakota; (b) conducts operations in North Dakota; (c) maintains a registered agent for the service of process in North Dakota; and/or (d) is incorporated in North Dakota.

22. Defendant Level 3 Communications, LLC is a limited liability company, which: (a) at all relevant times, is and has been qualified and registered to do business in the state of North Dakota; (b) conducts operations in North Dakota; (c) maintains a registered agent for the service of process in North Dakota; and/or (d) is incorporated in North Dakota.

23. Defendant McLeodUSA Telecommunication Services, Inc. is a corporation, which: (a) at all relevant times, is and has been qualified and registered to do business in the state of North Dakota; (b) conducts operations in North Dakota; (c) maintains a registered agent for the service of process in North Dakota; and/or (d) is incorporated in North Dakota.

24. Defendant Midcontinent Communications is a corporation, which: (a) at all relevant times, is and has been qualified and registered to do business in the state of North Dakota; (b) conducts operations in North Dakota; (c) maintains a registered agent for the service of process in North Dakota; and/or (d) is incorporated in North Dakota.

25. Defendant Mid-Rivers Telephone Cooperative, Inc. is a corporation, which: (a) at all relevant times, is and has been qualified and registered to do business in the state of North Dakota; (b) conducts operations in North Dakota; (c) maintains a registered agent for the service of process in North Dakota; and/or (d) is incorporated in North Dakota.

26. Defendant Midstate Communications, Inc. is a corporation, which: (a) at all relevant times, is and has been qualified and registered to do business in the state of North Dakota; (b) conducts operations in North Dakota; (c) maintains a registered agent for the service of process in North Dakota; and/or (d) is incorporated in North Dakota.

27. Defendant Midstate Telephone Company, LLC is a limited liability company, which: (a) at all relevant times, is and has been qualified and registered to do business in the state of North Dakota; (b) conducts operations in North Dakota; (c) maintains a registered agent for the service of process in North Dakota; and/or (d) is incorporated in North Dakota.

28. Defendant Missouri Valley Communications, Inc. is a corporation, which: (a) at all relevant times, is and has been qualified and registered to do business in the state of North Dakota; (b) conducts operations in North Dakota; (c) maintains a registered agent for the service of process in North Dakota; and/or (d) is incorporated in North Dakota.

29. Defendant Nemont Telephone Cooperative, Inc. is a corporation, which: (a) at all relevant times, is and has been qualified and registered to do business in the state of North Dakota; (b) conducts operations in North Dakota; (c) maintains a registered agent for the service of process in North Dakota; and/or (d) is incorporated in North Dakota.

30. Defendant North Dakota Telephone Company is a corporation, which: (a) at all relevant times, is and has been qualified and registered to do business in the state of North Dakota; (b) conducts operations in North Dakota; (c) maintains a registered agent for the service of process in North Dakota; and/or (d) is incorporated in North Dakota.

31. Defendant Orbitcom, Inc. is a corporation, which: (a) at all relevant times, is and has been qualified and registered to do business in the state of North Dakota; (b) conducts operations in North Dakota; (c) maintains a registered agent for the service of process in North Dakota; and/or (d) is incorporated in North Dakota.

32. Defendant Polar Communications Mutual Aid Corporation is a corporation, which: (a) at all relevant times, is and has been qualified and registered to do business in the state

of North Dakota; (b) conducts operations in North Dakota; (c) maintains a registered agent for the service of process in North Dakota; and/or (d) is incorporated in North Dakota.

33. Defendant Polar Telcom, Inc. is a corporation, which: (a) at all relevant times, is and has been qualified and registered to do business in the state of North Dakota; (b) conducts operations in North Dakota; (c) maintains a registered agent for the service of process in North Dakota; and/or (d) is incorporated in North Dakota.

34. Defendant Reservation Telephone Cooperative is a corporation, which: (a) at all relevant times, is and has been qualified and registered to do business in the state of North Dakota; (b) conducts operations in North Dakota; (c) maintains a registered agent for the service of process in North Dakota; and/or (d) is incorporated in North Dakota.

35. Defendant SRT Communications, Inc. is a corporation, which: (a) at all relevant times, is and has been qualified and registered to do business in the state of North Dakota; (b) conducts operations in North Dakota; (c) maintains a registered agent for the service of process in North Dakota; and/or (d) is incorporated in North Dakota.

36. Defendant Turtle Mountain Communications, Inc. is a corporation, which: (a) at all relevant times, is and has been qualified and registered to do business in the state of North Dakota; (b) conducts operations in North Dakota; (c) maintains a registered agent for the service of process in North Dakota; and/or (d) is incorporated in North Dakota.

37. Defendant United Telephone Mutual Aid Corporation is a corporation, which: (a) at all relevant times, is and has been qualified and registered to do business in the state of North Dakota; (b) conducts operations in North Dakota; (c) maintains a registered agent for the service of process in North Dakota; and/or (d) is incorporated in North Dakota.

38. Defendant West River Telecommunications Cooperative is a corporation, which: (a) at all relevant times, is and has been qualified and registered to do business in the state of North Dakota; (b) conducts operations in North Dakota; (c) maintains a registered agent for the service of process in North Dakota; and/or (d) is incorporated in North Dakota.

JURISDICTION AND VENUE

39. This Court has personal jurisdiction over each of the Defendants because each conducts or has conducted continuous, systematic and routine business within the state in which this district sits; and/or the state wherein this district sits is their state of incorporation; and/or the state wherein this district sits is their principal place of business.

40. This Court has subject matter jurisdiction over the parties to this action pursuant to 28 U.S.C. §§ 1331 and 47 U.S.C. §§ 206 and 207, because Verizon's claims arise under the Communications Act of 1934, a law of the United States. Specifically, the Court has jurisdiction pursuant to these provisions because Defendants billed Verizon improperly on wireless intraMTA calls pursuant to their interstate access tariffs and those practices violate the Communications Act.

41. Defendants also billed Verizon improperly on wireless intraMTA calls pursuant to their intrastate access tariffs filed with public utilities commissions under state law. The Court has supplemental jurisdiction over these pendent state law claims pursuant to 28 U.S.C. § 1367(a).

42. This Court also has jurisdiction over Verizon's requests for declaratory relief under 28 U.S.C. §§ 2201 and 2202.

43. Venue is proper in this judicial district under 28 U.S.C. § 1391 because Defendants conduct or have conducted continuous, systematic and routine business within the district or the state; and/or the district or the state is their state of incorporation; and/or the

district or the state is their principal place of business; and/or a substantial part of the events giving rise to the claims alleged herein occurred in counties located in the district.

GENERAL ALLEGATIONS

A. Wireless IntraMTA Calls Are Not Subject To Switched Access Charges

44. In 1996, the FCC promulgated rules providing that wireless intraMTA traffic is not subject to access charges. 47 C.F.R. § 51.701(b)(2) (1996). The rules stated that “[t]elecommunications traffic exchanged between a LEC and a [wireless] provider that, at the beginning of the call, originates and terminates within the same Major Trading Area” is not subject to access charges. That rule has not been materially modified, and remains in effect to this day.

45. In 1996, the FCC also issued its “First Report and Order” implementing the local competition provisions in the Telecommunications Act of 1996. One of the provisions of that Act requires LECs to “establish reciprocal compensation arrangements for the transport and termination of telecommunications.” 47 U.S.C. § 251(b)(5). The FCC applied this provision to wireless traffic (wireless carriers are also referred to as Commercial Mobile Radio Service, or “CMRS,” carriers):

1034. We conclude that section 251(b)(5) reciprocal compensation obligations should apply only to traffic that originates and terminates within a local area, as defined in the following paragraph. . . .

1035. With the exception of traffic to or from a CMRS network, state commissions have the authority to determine what geographic areas should be considered ‘local areas’ for the purpose of applying reciprocal compensation obligations under section 251(b)(5). . . .

1036. On the other hand, in light of this Commission’s exclusive authority to define the authorized license areas of wireless carriers, we will define the local service area for calls to or from a CMRS network for the purposes of applying reciprocal compensation obligations under section 251(b)(5). . . . [W]e conclude that the largest FCC-authorized wireless license territory (*i.e.*, MTA) serves as the most appropriate definition for local service area for CMRS traffic for purposes of

reciprocal compensation under section 251(b)(5) as it avoids creating artificial distinctions between CMRS providers. Accordingly, traffic to or from a CMRS network that originates and terminates within the same MTA is subject to transport and termination rates under section 251(b)(5), rather than interstate and intrastate access charges.

In re Implementation of the Local Competition Provisions of the Telecomms. Act of 1996, 11 FCC Rcd 15499 ¶¶ 1034-1036 (1996) (“First Report and Order”) (subsequent history omitted), (footnotes omitted).

46. Wireless calls can be exchanged directly between a wireless carrier and a LEC, or indirectly, meaning the call traverses the network of an intermediate carrier before reaching terminating carrier. Verizon, as a long-distance carrier, is such an intermediate carrier. When a LEC delivers a call to Verizon for termination to a wireless phone, or when a wireless carrier delivers a call to Verizon which it delivers to a LEC, Verizon generally carries the calls over what are known as Feature Group D trunks.

47. Federal courts have uniformly held that switched access charges cannot be imposed on calls made from a wireless phone to a wireline phone within the same MTA, or on calls made from a wireline phone to a wireless phone within the same MTA, regardless of whether the calls are transported through an intermediate carrier, including over a Feature Group D facility. *See, e.g., Iowa Network Servs., Inc. v. Qwest Corp.*, 466 F.3d 1091 (8th Cir. 2006); *Alma Commc’ns Co. v. Missouri Pub. Serv. Commc’ns*, 490 F.3d 619 (8th Cir. 2007).

48. In November 2011, the FCC issued its decision in *In re Connect America Fund*, 26 FCC Rcd 17663 (2011) (Report and Order and Notice of Further Rulemaking, “*Connect America*”), *final rules published*, 76 Fed. Reg. 73830 (Nov. 29, 2011), *recon. in part*, 2011 WL 6778613 (Dec. 23, 2011) (subsequent history omitted). In that order, the FCC affirmed that intraMTA traffic is not subject to switched access charges when the call is carried by an intermediate long-distance carrier. Specifically the FCC stated:

1003. In the *Local Competition First Report and Order*, the Commission stated that calls between a LEC and a CMRS provider that originate and terminate within the same Major Trading Area (MTA) at the time that the call is initiated are subject to reciprocal compensation obligations under section 251(b)(5), rather than interstate or intrastate access charges. . . .

1004. The record presents several issues regarding the scope and interpretation of the intraMTA rule. Because the changes we adopt in this Order maintain, during the transition, distinctions in the compensation available under the reciprocal compensation regime and compensation owed under the access regime, parties must continue to rely on the intraMTA rule to define the scope of LEC-CMRS traffic that falls under the reciprocal compensation regime. *We therefore take this opportunity to remove any ambiguity regarding the interpretation of the intraMTA rule.*

1007. In a further pending dispute, some LECs have argued that if completing a call to a CMRS provider requires a LEC to route the call to an intermediary carrier outside the LEC's local calling area,[FN2129] the call is subject to access charges, not reciprocal compensation, even if the call originates and terminates within the same MTA. One commenter in this proceeding asks us to affirm that such traffic is subject to reciprocal compensation. *We therefore clarify that the intraMTA rule means that all traffic exchanged between a LEC and a CMRS provider that originates and terminates within the same MTA, as determined at the time the call is initiated, is subject to reciprocal compensation regardless of whether or not the call is, prior to termination, routed to a point located outside that MTA or outside the local calling area of the LEC.[FN2132] Similarly, intraMTA traffic is subject to reciprocal compensation regardless of whether the two end carriers are directly connected or exchange traffic indirectly via a transit carrier. [FN2133]*

FN2129. This occurs when the LEC and CMRS provider are "indirectly interconnected," i.e. when there is a third carrier to which they both have direct connections, and which is then used as a conduit for the exchange of traffic between them.

FN2132. . . . We find that the potential implementation issues raised by Vantage Point do not warrant a different construction of the intraMTA rule than what we adopt above. Although Vantage Point questions whether the intraMTA rule is feasible when a call is routed through interexchange carriers, many incumbent LECs have already, pursuant to state commission and appellate court decisions, extended reciprocal compensation arrangements with CMRS providers to intraMTA traffic without regard to whether a call is routed through interexchange carriers. *See, e.g., Alma Communications Co. v. Missouri Public Service Comm'n*, 490 F.3d

619, 623-34 (8th Cir. 2007) (noting and affirming arbitration decision requiring incumbent LEC to compensate CMRS provider for costs incurred in transporting and terminating land-line to cell-phone calls placed to cell phones within the same MTA, even if those calls were routed through a long-distance carrier); *Atlas Telephone Co. v. Oklahoma Corp. Comm'n*, 400 F.3d 1256 (10th Cir. 2005). Further, while Vantage Point asserts that it is not currently possible to determine if a call is interMTA or intraMTA, Vantage Point Oct. 21, 2011 Ex Parte Letter at 2-3, the Commission addressed this concern when it adopted the rule. See *Local Competition First Report and Order*, 11 FCC Rcd at 16017, para. 1044 (stating that parties may calculate overall compensation amounts by extrapolating from traffic studies and samples).

FN2133. See Sprint Nextel Section XV Comments at 22-23 (arguing that the Commission should reaffirm that all intraMTA traffic to or from a CMRS provider is subject to reciprocal compensation). *This clarification is consistent with how the intraMTA rule has been interpreted by the federal appellate courts.* See *Alma Communications Co. v. Missouri Public Service Comm'n*, 490 F.3d 619 (8th Cir. 2007); *Iowa Network Services, Inc. v. Qwest Corp.*, 466 F.3d 1091 (8th Cir. 2006); *Atlas Telephone Co. v. Oklahoma Corp. Commission*, 400 F.3d 1256 (10th Cir. 2005).

Connect America ¶¶ 1003-1007 (emphasis added) (certain footnotes omitted).

49. Given the FCC rules and decisions as well as the federal court decisions, liability on each of Verizon's claims presents an identical question of law, and none of the legal issues or related claims should require unique or individualized proof to establish liability.

B. Defendants Improperly Billed Verizon Switched Access Charges On Wireless intraMTA Calls

50. At all relevant times, Defendants had interstate access tariffs on file with the FCC. Defendants billed Verizon originating and/or terminating switched access charges, purportedly pursuant to their interstate tariffs. Those billings for interstate access charges included billings for wireless calls that originated and terminated within the same MTA.

51. At all relevant times, Defendants had intrastate access tariffs on file with the various state public utilities commissions. Defendants billed Verizon originating and/or

terminating switched access charges, purportedly pursuant to these tariffs. The billings for intrastate access charges included billings for wireless calls that originated and terminated within the same MTA.

52. Defendants do not have negotiated contracts with Verizon for access related services that would limit or bar Verizon's claims

COUNT NO. 1:

47 U.S.C. 206, 207 CLAIM FOR VIOLATION OF 47 U.S.C. § 201(B)
(Interstate Wireless IntraMTA Calling)
(All Defendants)

53. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

54. Defendants are common carriers and have each improperly billed, and continue to improperly bill, originating and terminating switched access charges to Verizon from their interstate tariffs on interstate, wireless intraMTA calls in violation of their duties as common carriers under Section 201(b).

55. The FCC's rules and decisions, as affirmed by federal courts, state that the interstate access tariffs do not provide a basis to charge or collect interstate access charges from Verizon on wireless intraMTA traffic.

56. The FCC has stated that a LEC engages in an unjust and unreasonable practice under Section 201(b) when it bills a long-distance carrier for tariffed access charges without a basis to do so under its tariff, or charges a carrier for origination or termination of wireless intraMTA traffic.

57. Defendants therefore have engaged and continue to engage in an unjust and unreasonable practice in connection with their respective provision of interstate communication services, in violation of their common carrier obligations.

58. Defendants' violations of Section 201(b) have caused Verizon to suffer damages in an amount that Verizon will prove at trial. Verizon therefore has the right to sue for its damages resulting from Defendants' violations of Section 201(b), pursuant to Sections 206 and 207 of Title 47 of the United States Code. Pursuant to Section 206, Verizon also seeks its reasonable attorneys' fees and costs incurred in this litigation.

COUNT NO. 2:
47 U.S.C. §§ 206, 207 Claim for Violation of 47 U.S.C. § 203
(Interstate Wireless IntraMTA Calling)
(All Defendants)

59. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

60. On information and belief, the Defendants' interstate access tariffs do not explicitly exempt wireless intraMTA calls. To the extent those tariffs apply by their terms to wireless intraMTA calls, they conflict with FCC rules and are *ultra vires*. Defendants cannot bill or collect tariffed charges on wireless intraMTA traffic.

61. Defendants' billing of charges that are *ultra vires* violates Sections 203(a) and (c).

62. Defendants' violations of Section 203 have caused Verizon to suffer damages in an amount that Verizon will prove at trial. Verizon therefore has the right to sue for its damages resulting from Defendants' respective violations of Section 203, pursuant to Sections 206 and 207 of Title 47 of the United States Code. Pursuant to Section 206, Verizon also seeks its reasonable attorneys' fees and costs incurred in this litigation.

COUNT NO. 3:
Breach of Contract/Interstate Wireless IntraMTA Calling
(All Defendants)

63. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

64. Defendants' interstate switched access tariffs constitute contracts between each of the Defendants and any purchaser of services from those tariffs, which includes Verizon.

65. Defendants have charged, and continue to charge, Verizon switched access charges on interstate wireless intraMTA calls that do not qualify for such charges, in violation of their respective interstate access tariffs.

66. Defendants are in breach of their respective tariff provisions when they bill Verizon for interstate wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

67. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 4:

**Breach of Contract/Intrastate Wireless IntraMTA Calling (Alabama)
(Against AT&T CORP.; BANDWIDTH.COM CLEC, LLC; BULLSEYE TELECOM,
INC.; GRANITE TELECOMMUNICATIONS, LLC)**

68. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

69. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

70. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

71. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

72. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 5:

**Breach of Contract/Intrastate Wireless IntraMTA Calling (Arkansas)
(Against BANDWIDTH.COM CLEC, LLC; BULLSEYE TELECOM, INC. GRANITE TELECOMMUNICATIONS, LLC; LEVEL 3 COMMUNICATIONS, LLC)**

73. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

74. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

75. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

76. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

77. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 6:

**Breach of Contract/Intrastate Wireless IntraMTA Calling (Arizona)
(Against 360NETWORKS (USA) INC.; AT&T CORP.; BANDWIDTH.COM CLEC, LLC; BROADVOX-CLEC, LLC; BULLSEYE TELECOM, INC.; GRANITE TELECOMMUNICATIONS, LLC; LEVEL 3 COMMUNICATIONS, LLC; MCLEODUSA TELECOMMUNICATIONS SERVICES, L.L.C.; ORBITCOM, INC.)**

78. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

79. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

80. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

81. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

82. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 7:

**Breach of Contract/Intrastate Wireless IntraMTA Calling (California)
(Against 360NETWORKS (USA) INC.; AT&T CORP.; BANDWIDTH.COM CLEC, LLC;
BROADVOX-CLEC, LLC; BULLSEYE TELECOM, INC.; GRANITE
TELECOMMUNICATIONS, LLC)**

83. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

84. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

85. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

86. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

87. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 8:

Breach of Contract/Intrastate Wireless IntraMTA Calling (Colorado)
**(Against 360NETWORKS (USA) INC.; AT&T CORP.; BANDWIDTH.COM CLEC, LLC;
BULLSEYE TELECOM, INC.; FIRST COMMUNICATIONS, LLC; GRANITE
TELECOMMUNICATIONS, LLC; MCLEODUSA TELECOMMUNICATIONS
SERVICES, L.L.C.; ORBITCOM, INC.)**

88. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

89. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

90. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

91. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

92. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 9:

**Breach of Contract/Intrastate Wireless IntraMTA Calling (Connecticut)
(Against AT&T CORP.; BANDWIDTH.COM CLEC, LLC; BULLSEYE TELECOM,
INC.; GRANITE TELECOMMUNICATIONS, LLC; LEVEL 3 COMMUNICATIONS,
LLC)**

93. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

94. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

95. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

96. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

97. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 10:

**Breach of Contract/Intrastate Wireless IntraMTA Calling (District of Columbia)
(Against AT&T CORP.; BANDWIDTH.COM CLEC, LLC; BROADVOX-CLEC, LLC;
GRANITE TELECOMMUNICATIONS, LLC)**

98. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

99. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

100. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

101. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

102. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 11:

**Breach of Contract/Intrastate Wireless IntraMTA Calling (Delaware)
(Against BULLSEYE TELECOM, INC.; GRANITE TELECOMMUNICATIONS, LLC)**

103. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

104. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

105. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

106. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

107. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 12:

Breach of Contract/Intrastate Wireless IntraMTA Calling (Florida)

**(Against AT&T CORP.; BANDWIDTH.COM CLEC, LLC; BROADVOX-CLEC, LLC;
BULLSEYE TELECOM, INC.; FIRST COMMUNICATIONS, LLC; GRANITE
TELECOMMUNICATIONS, LLC)**

108. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

109. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

110. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

111. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

112. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 13:

Breach of Contract/Intrastate Wireless IntraMTA Calling (Georgia)

**(Against AT&T CORP.; BANDWIDTH.COM CLEC, LLC; BROADVOX-CLEC, LLC;
BULLSEYE TELECOM, INC.; GRANITE TELECOMMUNICATIONS, LLC)**

113. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

114. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

115. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

116. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

117. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 14:
Breach of Contract/Intrastate Wireless IntraMTA Calling (Hawaii)
(Against LEVEL 3 COMMUNICATIONS, LLC)

118. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

119. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

120. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

121. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

122. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 15:

Breach of Contract/Intrastate Wireless IntraMTA Calling (Iowa)
(Against AT&T CORP.; BANDWIDTH.COM CLEC, LLC; BULLSEYE TELECOM, INC.; FIRST COMMUNICATIONS, LLC; GRANITE TELECOMMUNICATIONS, LLC; MCLEODUSA TELECOMMUNICATIONS SERVICES, L.L.C.; ORBITCOM, INC.)

123. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

124. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

125. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

126. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

127. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 16:

Breach of Contract/Intrastate Wireless IntraMTA Calling (Idaho)
(Against 360NETWORKS (USA) INC.; AT&T CORP.; BANDWIDTH.COM CLEC, LLC; BROADVOX-CLEC, LLC; BULLSEYE TELECOM, INC.; GRANITE TELECOMMUNICATIONS, LLC; MCLEODUSA TELECOMMUNICATIONS SERVICES, L.L.C.; ORBITCOM, INC.)

128. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

129. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

130. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

131. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

132. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 17:

**Breach of Contract/Intrastate Wireless IntraMTA Calling (Illinois)
(Against AT&T CORP.; BANDWIDTH.COM CLEC, LLC; BROADVOX-CLEC, LLC;
BULLSEYE TELECOM, INC.; FIRST COMMUNICATIONS, LLC; GRANITE
TELECOMMUNICATIONS, LLC; MCLEODUSA TELECOMMUNICATIONS
SERVICES, L.L.C.)**

133. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

134. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

135. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

136. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

137. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 18:

Breach of Contract/Intrastate Wireless IntraMTA Calling (Indiana)
(Against BANDWIDTH.COM CLEC, LLC; BROADVOX-CLEC, LLC; BULLSEYE TELECOM, INC.; FIRST COMMUNICATIONS, LLC; GRANITE TELECOMMUNICATIONS, LLC; MCLEODUSA TELECOMMUNICATIONS SERVICES, L.L.C.)

138. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

139. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

140. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

141. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

142. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 19:

**Breach of Contract/Intrastate Wireless IntraMTA Calling (Kansas)
(Against BANDWIDTH.COM CLEC, LLC; BULLSEYE TELECOM, INC.; GRANITE
TELECOMMUNICATIONS, LLC)**

143. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

144. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

145. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

146. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

147. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 20:

**Breach of Contract/Intrastate Wireless IntraMTA Calling (Kentucky)
(Against AT&T CORP.; BANDWIDTH.COM CLEC, LLC; BULLSEYE TELECOM,
INC.; GRANITE TELECOMMUNICATIONS, LLC; LEVEL 3 COMMUNICATIONS,
LLC)**

148. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

149. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

150. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

151. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

152. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 21:

**Breach of Contract/Intrastate Wireless IntraMTA Calling (Louisiana)
(Against AT&T CORP.; BANDWIDTH.COM CLEC, LLC; BULLSEYE TELECOM,
INC.; GRANITE TELECOMMUNICATIONS, LLC; LEVEL 3 COMMUNICATIONS,
LLC)**

153. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

154. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

155. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

156. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

157. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 22:

**Breach of Contract/Intrastate Wireless IntraMTA Calling (Massachusetts)
(Against AT&T CORP.; BANDWIDTH.COM CLEC, LLC; BROADVOX-CLEC, LLC;
BULLSEYE TELECOM, INC.; GRANITE TELECOMMUNICATIONS, LLC)**

158. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

159. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

160. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

161. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

162. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 23:

**Breach of Contract/Intrastate Wireless IntraMTA Calling (Maryland)
(Against AT&T CORP.; BANDWIDTH.COM CLEC, LLC; BROADVOX-CLEC, LLC;
BULLSEYE TELECOM, INC.; GRANITE TELECOMMUNICATIONS, LLC)**

163. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

164. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

165. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

166. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

167. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 24:

**Breach of Contract/Intrastate Wireless IntraMTA Calling (Maine)
(Against AT&T CORP.; BANDWIDTH.COM CLEC, LLC; BULLSEYE TELECOM, INC.; GRANITE TELECOMMUNICATIONS, LLC; LEVEL 3 COMMUNICATIONS, LLC)**

168. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

169. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

170. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

171. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

172. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 25:

Breach of Contract/Intrastate Wireless IntraMTA Calling (Michigan)

(Against AT&T CORP.; BANDWIDTH.COM CLEC, LLC; BROADVOX-CLEC, LLC; BULLSEYE TELECOM, INC.; FIRST COMMUNICATIONS, LLC; GRANITE TELECOMMUNICATIONS, LLC; LEVEL 3 COMMUNICATIONS, LLC; MCLEODUSA TELECOMMUNICATIONS SERVICES, L.L.C.)

173. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

174. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

175. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

176. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

177. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 26:

Breach of Contract/Intrastate Wireless IntraMTA Calling (Minnesota)

(Against 360NETWORKS (USA) INC.; AT&T CORP.; BANDWIDTH.COM CLEC, LLC; BROADVOX-CLEC, LLC; BULLSEYE TELECOM, INC.; FIRST COMMUNICATIONS, LLC; GRANITE TELECOMMUNICATIONS, LLC; MCLEODUSA TELECOMMUNICATIONS SERVICES, L.L.C.; MIDCONTINENT COMMUNICATIONS; ORBITCOM, INC.)

178. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

179. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

180. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

181. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

182. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 27:

**Breach of Contract/Intrastate Wireless IntraMTA Calling (Missouri)
(Against AT&T CORP.; BANDWIDTH.COM CLEC, LLC; BULLSEYE TELECOM,
INC.; GRANITE TELECOMMUNICATIONS, LLC; LEVEL 3 COMMUNICATIONS,
LLC; MCLEODUSA TELECOMMUNICATIONS SERVICES, L.L.C.)**

183. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

184. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

185. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

186. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

187. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 28:

**Breach of Contract/Intrastate Wireless IntraMTA Calling (Mississippi)
(Against AT&T CORP.; BANDWIDTH.COM CLEC, LLC; BULLSEYE TELECOM,
INC.; GRANITE TELECOMMUNICATIONS, LLC)**

188. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

189. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

190. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

191. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

192. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 29:

Breach of Contract/Intrastate Wireless IntraMTA Calling (Montana)
(Against BANDWIDTH.COM CLEC, LLC; BULLSEYE TELECOM, INC.; GRANITE TELECOMMUNICATIONS, LLC; LEVEL 3 COMMUNICATIONS, LLC; MID-RIVERS TELEPHONE COOPERATIVE, INC.; NEMONT TELEPHONE COOPERATIVE, INC.; ORBITCOM, INC.)

193. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

194. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

195. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

196. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

197. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 30:

Breach of Contract/Intrastate Wireless IntraMTA Calling (North Carolina)
(Against AT&T CORP.; BANDWIDTH.COM CLEC, LLC; BROADVOX-CLEC, LLC; BULLSEYE TELECOM, INC.; GRANITE TELECOMMUNICATIONS, LLC; LEVEL 3 COMMUNICATIONS, LLC)

198. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

199. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

200. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

201. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

202. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 31:

**Breach of Contract/Intrastate Wireless IntraMTA Calling (North Dakota)
(Against INTEGRA TELECOM OF NORTH DAKOTA, INC.; INTER-COMMUNITY TELEPHONE COMPANY, L.L.C.; LEVEL 3 COMMUNICATIONS, LLC; MCLEODUSA TELECOMMUNICATIONS SERVICES, L.L.C.; MIDCONTINENT COMMUNICATIONS; MIDSTATE COMMUNICATIONS INC.; MIDSTATE TELEPHONE COMPANY, LLC; MISSOURI VALLEY COMMUNICATIONS, INC.; NEMONT TELEPHONE COOPERATIVE, INC.; NORTH DAKOTA TELEPHONE COMPANY; ORBITCOM, INC.; POLAR COMMUNICATIONS MUTUAL AID CORPORATION; POLAR TELCOM, INC.; RESERVATION TELEPHONE COOPERATIVE; SRT COMMUNICATIONS, INC.; TURTLE MOUNTAIN COMMUNICATIONS, INC.; UNITED TELEPHONE MUTUAL AID CORPORATION; WEST RIVER TELECOMMUNICATIONS COOPERATIVE)**

203. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

204. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

205. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

206. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

207. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 32:

Breach of Contract/Intrastate Wireless IntraMTA Calling (Nebraska)
(Against AT&T CORP.; BANDWIDTH.COM CLEC, LLC; BULLSEYE TELECOM, INC.; FIRST COMMUNICATIONS, LLC; GRANITE TELECOMMUNICATIONS, LLC; LEVEL 3 COMMUNICATIONS, LLC; MCLEODUSA TELECOMMUNICATIONS SERVICES, L.L.C.; ORBITCOM, INC.)

208. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

209. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

210. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

211. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

212. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 33:

Breach of Contract/Intrastate Wireless IntraMTA Calling (New Hampshire)
(Against AT&T CORP.; BANDWIDTH.COM CLEC, LLC; BULLSEYE TELECOM, INC.; GRANITE TELECOMMUNICATIONS, LLC; LEVEL 3 COMMUNICATIONS, LLC)

213. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

214. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

215. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

216. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

217. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 34:

Breach of Contract/Intrastate Wireless IntraMTA Calling (New Jersey)
(Against AT&T CORP.; BANDWIDTH.COM CLEC, LLC; BROADVOX-CLEC, LLC; BULLSEYE TELECOM, INC.; GRANITE TELECOMMUNICATIONS, LLC)

218. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

219. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

220. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

221. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

222. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 35:

Breach of Contract/Intrastate Wireless IntraMTA Calling (New Mexico)
(Against AT&T CORP.; BANDWIDTH.COM CLEC, LLC; BULLSEYE TELECOM, INC.; GRANITE TELECOMMUNICATIONS, LLC; LEVEL 3 COMMUNICATIONS, LLC; MCLEODUSA TELECOMMUNICATIONS SERVICES, L.L.C. ORBITCOM, INC.)

223. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

224. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

225. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

226. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

227. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 36:

Breach of Contract/Intrastate Wireless IntraMTA Calling (Nevada)
(Against 360NETWORKS (USA) INC.; AT&T CORP.; BANDWIDTH.COM CLEC, LLC;
GRANITE TELECOMMUNICATIONS, LLC; LEVEL 3 COMMUNICATIONS, LLC;
MCLEODUSA TELECOMMUNICATIONS SERVICES, L.L.C.)

228. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

229. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

230. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

231. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

232. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 37:

Breach of Contract/Intrastate Wireless IntraMTA Calling (New York)
**(Against AT&T CORP.; BANDWIDTH.COM CLEC, LLC; BROADVOX-CLEC, LLC;
BULLSEYE TELECOM, INC.; GRANITE TELECOMMUNICATIONS, LLC)**

233. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

234. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

235. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

236. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

237. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 38:

Breach of Contract/Intrastate Wireless IntraMTA Calling (Ohio)
**(Against AT&T CORP.; BANDWIDTH.COM CLEC, LLC; BROADVOX-CLEC, LLC;
BULLSEYE TELECOM, INC.; FIRST COMMUNICATIONS, LLC; GRANITE
TELECOMMUNICATIONS, LLC; LEVEL 3 COMMUNICATIONS, LLC;
MCLEODUSA TELECOMMUNICATIONS SERVICES, L.L.C.)**

238. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

239. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

240. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

241. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

242. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 39:

Breach of Contract/Intrastate Wireless IntraMTA Calling (Oklahoma)
(Against BANDWIDTH.COM CLEC, LLC; BULLSEYE TELECOM, INC.; GRANITE TELECOMMUNICATIONS, LLC; MCLEODUSA TELECOMMUNICATIONS SERVICES, L.L.C.)

243. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

244. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

245. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

246. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

247. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 40:

Breach of Contract/Intrastate Wireless IntraMTA Calling (Oregon)

(Against AT&T CORP.; BANDWIDTH.COM CLEC, LLC; BROADVOX-CLEC, LLC; BULLSEYE TELECOM, INC.; GRANITE TELECOMMUNICATIONS, LLC; LEVEL 3 COMMUNICATIONS, LLC; MCLEODUSA TELECOMMUNICATIONS SERVICES, L.L.C.; ORBITCOM, INC.)

248. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

249. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

250. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

251. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

252. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 41:

Breach of Contract/Intrastate Wireless IntraMTA Calling (Pennsylvania)

(Against AT&T CORP.; BANDWIDTH.COM CLEC, LLC; BROADVOX-CLEC, LLC; BULLSEYE TELECOM, INC.; GRANITE TELECOMMUNICATIONS, LLC; LEVEL 3 COMMUNICATIONS, LLC)

253. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

254. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

255. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

256. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

257. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 42:

**Breach of Contract/Intrastate Wireless IntraMTA Calling (Rhode Island)
(Against AT&T CORP.; BANDWIDTH.COM CLEC, LLC; BULLSEYE TELECOM,
INC.; GRANITE TELECOMMUNICATIONS, LLC; LEVEL 3 COMMUNICATIONS,
LLC)**

258. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

259. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

260. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

261. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

262. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 43:

**Breach of Contract/Intrastate Wireless IntraMTA Calling (South Carolina)
(Against AT&T CORP.; BANDWIDTH.COM CLEC, LLC; BULLSEYE TELECOM,
INC.; GRANITE TELECOMMUNICATIONS, LLC)**

263. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

264. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

265. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

266. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

267. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 44:

**Breach of Contract/Intrastate Wireless IntraMTA Calling (South Dakota)
(Against AT&T CORP.; BANDWIDTH.COM CLEC, LLC; BULLSEYE TELECOM,
INC.; GRANITE TELECOMMUNICATIONS, LLC; LEVEL 3 COMMUNICATIONS,
LLC; MCLEODUSA TELECOMMUNICATIONS SERVICES, L.L.C.;**

**MIDCONTINENT COMMUNICATIONS; MIDSTATE COMMUNICATIONS INC.;
ORBITCOM, INC.; WEST RIVER TELECOMMUNICATIONS COOPERATIVE)**

268. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

269. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

270. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

271. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

272. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 45:

**Breach of Contract/Intrastate Wireless IntraMTA Calling (Tennessee)
(Against AT&T CORP.; BANDWIDTH.COM CLEC, LLC; BULLSEYE TELECOM,
INC.; GRANITE TELECOMMUNICATIONS, LLC)**

273. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

274. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

275. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

276. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

277. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 46:

Breach of Contract/Intrastate Wireless IntraMTA Calling (Texas)
(Against 360NETWORKS (USA) INC.; BANDWIDTH.COM CLEC, LLC; BROADVOX-CLEC, LLC; BULLSEYE TELECOM, INC.; GRANITE TELECOMMUNICATIONS, LLC)

278. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

279. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

280. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

281. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

282. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 47:

Breach of Contract/Intrastate Wireless IntraMTA Calling (Utah)

(Against 360NETWORKS (USA) INC.; AT&T CORP.; BANDWIDTH.COM CLEC, LLC; BROADVOX-CLEC, LLC; BULLSEYE TELECOM, INC.; TELECOM, INC.; GRANITE TELECOMMUNICATIONS, LLC; LEVEL 3 COMMUNICATIONS, LLC; MCLEODUSA TELECOMMUNICATIONS SERVICES, L.L.C.; ORBITCOM, INC.)

283. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

284. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

285. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

286. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

287. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 48:

Breach of Contract/Intrastate Wireless IntraMTA Calling (Virginia)

(Against BANDWIDTH.COM CLEC, LLC; BULLSEYE TELECOM, INC.; GRANITE TELECOMMUNICATIONS, LLC)

288. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

289. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

290. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

291. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

292. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 49:

**Breach of Contract/Intrastate Wireless IntraMTA Calling (Vermont)
(Against BANDWIDTH.COM CLEC, LLC; BULLSEYE TELECOM, INC.; GRANITE
TELECOMMUNICATIONS, LLC; LEVEL 3 COMMUNICATIONS, LLC)**

293. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

294. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

295. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

296. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

297. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 50:

Breach of Contract/Intrastate Wireless IntraMTA Calling (Washington)
**(Against 360NETWORKS (USA) INC.; AT&T CORP.; BANDWIDTH.COM CLEC, LLC;
BROADVOX-CLEC, LLC; BULLSEYE TELECOM, INC.; FIRST
COMMUNICATIONS, LLC; GRANITE TELECOMMUNICATIONS, LLC;
MCLEODUSA TELECOMMUNICATIONS SERVICES, L.L.C.; ORBITCOM, INC.)**

298. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

299. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

300. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

301. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

302. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 51:

Breach of Contract/Intrastate Wireless IntraMTA Calling (Wisconsin)
**(Against AT&T CORP.; BANDWIDTH.COM CLEC, LLC; BULLSEYE TELECOM,
INC.; FIRST COMMUNICATIONS, LLC; GRANITE TELECOMMUNICATIONS,
LLC; LEVEL 3 COMMUNICATIONS, LLC; MCLEODUSA
TELECOMMUNICATIONS SERVICES, L.L.C.)**

303. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

304. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

305. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

306. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

307. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 52:

Breach of Contract/Intrastate Wireless IntraMTA Calling (West Virginia)
(Against BANDWIDTH.COM CLEC, LLC; BULLSEYE TELECOM, INC.; GRANITE TELECOMMUNICATIONS, LLC; LEVEL 3 COMMUNICATIONS, LLC)

308. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

309. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

310. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

311. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

312. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 53:

Breach of Contract/Intrastate Wireless IntraMTA Calling (Wyoming)
(Against AT&T CORP.; BANDWIDTH.COM CLEC, LLC; BULLSEYE TELECOM, INC.; GRANITE TELECOMMUNICATIONS, LLC; LEVEL 3 COMMUNICATIONS, LLC; MCLEODUSA TELECOMMUNICATIONS SERVICES, L.L.C.; ORBITCOM, INC.)

313. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

314. Defendants' intrastate switched access tariffs on file with the State Commission constitute contracts between Defendants and any purchaser of services from those tariffs, which includes Verizon.

315. Defendants have charged, and continue to charge, Verizon switched access charges on wireless intraMTA calls that do not qualify for such charges, in violation of their respective intrastate access tariffs.

316. Defendants are in breach of their respective state tariff provisions when they bill Verizon for wireless intraMTA calls, as they do not qualify for such charges. To the extent the tariffs purport to allow such charges, they are unenforceable.

317. As a direct and proximate result of Defendants' conduct as alleged above, Verizon has been damaged in an amount to be proven at trial.

COUNT NO. 54:
Declaratory Relief
(All Defendants)

318. Verizon repeats and realleges each and every allegation above, and incorporates them by reference as though fully set forth herein.

319. The invoices the Defendants submit to Verizon seeking to collect interstate and/or intrastate switched access charges on wireless intraMTA calling are improper. The inclusion of these access charges in bills submitted to Verizon violates the Defendants' interstate and intrastate access tariffs, the Communications Act, and the FCC's implementing rules.

320. Verizon has informed Defendants that it disputes and will withhold payment of all intrastate and interstate switched access charges billed to Verizon for wireless intraMTA traffic. Verizon has demanded that future bills exclude wireless intraMTA traffic from billing, and that if future bills do not appropriately reflect the required billing adjustment, Verizon will withhold payment for such charges based on its calculation.

321. Defendants have not agreed to adjust future billings as demanded. Accordingly, an actual controversy now exists between Verizon and Defendants as to the proper manner of billing access charges to Verizon in the future.

322. Verizon is entitled to judgment under 28 U.S.C. § 2201(a) declaring that:

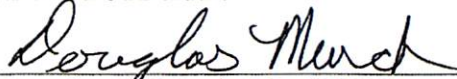
- (a) Verizon is not responsible for paying interstate and intrastate switched access charges on wireless intraMTA calls;
- (b) Defendants must either accept Verizon's methodology, or establish a different but lawful methodology, for determining the portion of traffic that is wireless intraMTA traffic and hence not subject to switched access charges.

PRAYER FOR RELIEF

WHEREFORE, for the reasons stated above, Verizon respectfully requests that judgment be entered for Verizon on each and all of its claims, together with appropriate damages, reasonable costs and fees, including attorneys' fees and expert fees, and interest together with such other and further relief as the Court may deem just and equitable under the circumstances.

Respectfully submitted this 5th day of September, 2014.

CONMY FESTE LTD.

By: 

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Kim E. Brust (ND #03556)

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kbrust@conmylaw.com

Attorneys for Plaintiffs MCI COMMUNICATIONS
SERVICES, INC. and VERIZON SELECT
SERVICES INC.

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

<p>I. (a) PLAINTIFFS</p> <p>MCI COMMUNICATIONS SERVICES, INC. and VERIZON SELECT SERVICES INC.</p> <p>(b) County of Residence of First Listed Plaintiff <u>Loudoun, Virginia</u> <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys (Firm Name, Address, and Telephone Number) Douglas W. Murch and Kim E. Brust Conny Feste Ltd., 406 Main Ave, PO Box 2686, Fargo ND 58108-2686, (701)293-9911</p>	<p>DEFENDANTS</p> <p>360NETWORKS (USA) INC.; AT&T CORP. BANDWIDTH.COM CLEC, LLC; BEK COMMUNICATIONS COOPERATIVE; et al</p> <p>County of Residence of First Listed Defendant _____ <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys (If Known) unknown</p>
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<p>II. BASIS OF JURISDICTION (Place an "X" in One Box Only)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:40%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. NATURE OF SUIT (Place an "X" in One Box Only)

<p>CONTRACT</p> <p><input type="checkbox"/> 110 Insurance</p> <p><input type="checkbox"/> 120 Marine</p> <p><input type="checkbox"/> 130 Miller Act</p> <p><input type="checkbox"/> 140 Negotiable Instrument</p> <p><input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment</p> <p><input type="checkbox"/> 151 Medicare Act</p> <p><input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)</p> <p><input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits</p> <p><input type="checkbox"/> 160 Stockholders' Suits</p> <p><input type="checkbox"/> 190 Other Contract</p> <p><input type="checkbox"/> 195 Contract Product Liability</p> <p><input type="checkbox"/> 196 Franchise</p>	<p>TORTS</p> <p>PERSONAL INJURY</p> <p><input type="checkbox"/> 310 Airplane</p> <p><input type="checkbox"/> 315 Airplane Product Liability</p> <p><input type="checkbox"/> 320 Assault, Libel & Slander</p> <p><input type="checkbox"/> 330 Federal Employers' Liability</p> <p><input type="checkbox"/> 340 Marine</p> <p><input type="checkbox"/> 345 Marine Product Liability</p> <p><input type="checkbox"/> 350 Motor Vehicle</p> <p><input type="checkbox"/> 355 Motor Vehicle Product Liability</p> <p><input type="checkbox"/> 360 Other Personal Injury</p> <p><input type="checkbox"/> 362 Personal Injury - Medical Malpractice</p>	<p>FORFEITURE/PENALTY</p> <p><input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881</p> <p><input type="checkbox"/> 690 Other</p>	<p>BANKRUPTCY</p> <p><input type="checkbox"/> 422 Appeal 28 USC 158</p> <p><input type="checkbox"/> 423 Withdrawal 28 USC 157</p>
<p>REAL PROPERTY</p> <p><input type="checkbox"/> 210 Land Condemnation</p> <p><input type="checkbox"/> 220 Foreclosure</p> <p><input type="checkbox"/> 230 Rent Lease & Ejectment</p> <p><input type="checkbox"/> 240 Torts to Land</p> <p><input type="checkbox"/> 245 Tort Product Liability</p> <p><input type="checkbox"/> 290 All Other Real Property</p>	<p>CIVIL RIGHTS</p> <p><input type="checkbox"/> 440 Other Civil Rights</p> <p><input type="checkbox"/> 441 Voting</p> <p><input type="checkbox"/> 442 Employment</p> <p><input type="checkbox"/> 443 Housing/Accommodations</p> <p><input type="checkbox"/> 445 Amer. w/Disabilities - Employment</p> <p><input type="checkbox"/> 446 Amer. w/Disabilities - Other</p> <p><input type="checkbox"/> 448 Education</p>	<p>PRISONER PETITIONS</p> <p>Habeas Corpus:</p> <p><input type="checkbox"/> 463 Alien Detainee</p> <p><input type="checkbox"/> 510 Motions to Vacate Sentence</p> <p><input type="checkbox"/> 530 General</p> <p><input type="checkbox"/> 535 Death Penalty</p> <p>Other:</p> <p><input type="checkbox"/> 540 Mandamus & Other</p> <p><input type="checkbox"/> 550 Civil Rights</p> <p><input type="checkbox"/> 555 Prison Condition</p> <p><input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement</p>	<p>LABOR</p> <p><input type="checkbox"/> 710 Fair Labor Standards Act</p> <p><input type="checkbox"/> 720 Labor/Management Relations</p> <p><input type="checkbox"/> 740 Railway Labor Act</p> <p><input type="checkbox"/> 751 Family and Medical Leave Act</p> <p><input type="checkbox"/> 790 Other Labor Litigation</p> <p><input type="checkbox"/> 791 Employee Retirement Income Security Act</p>
			<p>SOCIAL SECURITY</p> <p><input type="checkbox"/> 861 HIA (1395ff)</p> <p><input type="checkbox"/> 862 Black Lung (923)</p> <p><input type="checkbox"/> 863 DIWC/DIWW (405(g))</p> <p><input type="checkbox"/> 864 SSID Title XVI</p> <p><input type="checkbox"/> 865 RSI (405(g))</p>
			<p>PROPERTY RIGHTS</p> <p><input type="checkbox"/> 820 Copyrights</p> <p><input type="checkbox"/> 830 Patent</p> <p><input type="checkbox"/> 840 Trademark</p>
			<p>FEDERAL TAX SUITS</p> <p><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)</p> <p><input type="checkbox"/> 871 IRS—Third Party 26 USC 7609</p>
			<p>OTHER STATUTES</p> <p><input type="checkbox"/> 375 False Claims Act</p> <p><input type="checkbox"/> 400 State Reapportionment</p> <p><input type="checkbox"/> 410 Antitrust</p> <p><input type="checkbox"/> 430 Banks and Banking</p> <p><input type="checkbox"/> 450 Commerce</p> <p><input type="checkbox"/> 460 Deportation</p> <p><input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations</p> <p><input type="checkbox"/> 480 Consumer Credit</p> <p><input type="checkbox"/> 490 Cable/Sat TV</p> <p><input type="checkbox"/> 850 Securities/Commodities/Exchange</p> <p><input checked="" type="checkbox"/> 890 Other Statutory Actions</p> <p><input type="checkbox"/> 891 Agricultural Acts</p> <p><input type="checkbox"/> 893 Environmental Matters</p> <p><input type="checkbox"/> 895 Freedom of Information Act</p> <p><input type="checkbox"/> 896 Arbitration</p> <p><input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision</p> <p><input type="checkbox"/> 950 Constitutionality of State Statutes</p>

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
47 U.S.C. 206 and 207

Brief description of cause:
Violation of U.S.C. 206 and 207

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. **DEMAND \$** > 100,000.00 CHECK YES only if demanded in complaint: **JURY DEMAND:** Yes No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE _____ DOCKET NUMBER _____

DATE: 09/05/2014 SIGNATURE OF ATTORNEY OF RECORD: Douglas Murch

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____



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Study Area: INTER-COMMUNITY TELEPHONE COMPANY (ID: 381616)

Access Recovery Charges

Recalculate ARC Rates & CAF Support revenues

[Test Period 2020-21 Pre-True-up View](#)
[Test Period 2020-21 Post-True-Up \(Filing\) View](#)

Test Period 2020-2021 Post True-Up (Filing) View

Exchange/Zone Name	Residential Lines excluding Lifelines	Residential ARC	Residential ARC Revenue	SLB Lines	SLB ARC	SLB ARC Revenue	MLB Lines	MLB ARC	MLB ARC Revenue	Total ARC Revenue
Alice		\$0.00	\$0.00							
Buffalo		\$0.00	\$0.00							
Dazey		\$0.00	\$0.00							
Hannaford		\$0.00	\$0.00							
Hope		\$0.00	\$0.00							
Nome/Fingal		\$0.00	\$0.00							
Page		\$0.00	\$0.00							
Sanborn		\$0.00	\$0.00							
Tower City		\$0.00	\$0.00							
Study Area Summary			\$0.00		\$3.00			\$3.00		



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Study Area: INTER-COMMUNITY TELEPHONE COMPANY (ID: 381616)

Study Area USAC Reports

[[View printer-friendly report](#)]

2020 USAC Data Report (Test Period 2020-2021) ▼

CONNECT AMERICA FUND

[Data to be provided to USAC/FCC in June 2020 for CAF ICC Purposes]

Settlement Type: Cost

Test Period 7/1/20-6/30/21 Post True-up (Filing) View

Rate-of-Return (ROR) Carrier Revenue Requirement

1	2011 Interstate Switched Access Revenue Requirement
2	FY 2011 Intrastate Terminating Switched Access Revenues
3	FY 2011 Net Reciprocal Compensation Revenues
4	2011 ROR Carrier Base Period Revenue (Line 1 + Line 2 + Line 3)
5	ROR Carrier Baseline Adjustment Factor (0.95 ^ 9)
6	ROR Carrier Revenue Requirement (Line 4 x Line 5)
7	Pool Administration Expenses
8	Total ROR Carrier Revenue Requirement (Line 6 + Line 7)

Revenues from Reformed Inter-carrier Compensation (ICC) Rates

9	Interstate Switched Access Revenues
10	Interstate Allocated Switched Access Revenues#
11	Transitional Intrastate Access Service Revenues
12	Net Transitional Reciprocal Compensation Revenues
13	Total ICC Revenue (Line 10 + Line 11 + Line 12)

Eligible Recovery

14	TRS Increment
15	Regulatory Fees Increment
16	NANPA Increment
17	Interstate Local Switching Support for Price Cap Affiliates or Estimated Duplicate LSS Costs in CAF II
18	Adjustment for Double Recovery or Corrections
19	Test Period 18/19 Trueup - Net Impact on Total Eligible Recovery
20	Eligible Recovery (Line 8 - Line 13) + (Line 14 + Line 15 + Line 16 + Line 18 + Line 19) - (Line 17)

Revenues from Access Recovery Charges (ARC)

21	Residential ARC Revenues
22	Single Line Business ARC Revenues
23	Multi-Line Business ARC Revenues
24	Total ARC Revenues (Line 21 + Line 22 + Line 23)

Connect America Fund (CAF) ICC Support**

25	Connect America Fund (CAF) ICC Support (Line 20 - Line 24)
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Revised CAF ICC Support with Imputed ARC Revenues for Broadband-Only Loops

26	ARC Revenue Adjustment following "Second Order on Reconsideration & Clarification" FCC 18-13
27	Adjusted Test Period 2020-2021 CAFICC Support (Line 25 - Line 26)

NOTES:

#Per FCC Designation Order, calculated as (Sum of Line 9 for all TS pool participants) * (Line 1/ Sum of Line 1 for all TS pool participants)

**NECA estimate provided for informational purposes only - actual to be calculated by USAC.



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Study Area: INTER-COMMUNITY TELEPHONE COMPANY (ID: 381616)
Historic Intrastate Rates and Demand Data (TRP)

2020 Intrastate TRP Data Report ▾

[\[Go Back to Main Page\]](#)

Intrastate Revenues

Test Year 2020-2021 Expected Maximum Intrastate Revenue: **\$0.00**

Col D --	Col E --	Col F --	Col G --	Col H --	Col I --	Col J H*I	Col K --	Col L --	Col M -- [(L/K)^(12/21)-1]*100	Col N -- H*L
Rate Element Description	Unit of Demand	7/1/2020 Interstate Rate	Test Year 2019-2020 Current Intrastate Rate	7/1/2020 Proposed Intrastate Rate	FY 2011 Intrastate Units: Terminating for Non-Dedicated or Originating and Terminating for Dedicated Elements	Intrastate Price-out with 7/1/2020 proposed intrastate rate and FY2011 Demand	FY 2019 Intrastate Units: Terminating for Non-Dedicated and total for Dedicated Elements	Test Year 2020-2021 Forecasted Intrastate Units	Intrastate Units Growth Rate %	TY 2020-21 Forecasted Intrastate Revenue
Terminating End Office Access Service	MOU	\$0.00000000	\$0.00070000	\$0.00000000		\$0.00	0.00	0.00	0.00%	\$0.00
Terminating End Office, Premium, per access minute										
Terminating End Office Access Service	MOU	\$0.00000000	\$0.00070000	\$0.00000000	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Terminating End Office, Non-Premium, per access minute										
Entrance Facility, Per Termination Voice Grade Two Wire	Termination	\$81.47	\$82.70	\$81.47	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Entrance Facility, Per Termination Voice Grade Four Wire	Termination	\$130.37	\$132.34	\$130.37	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Entrance Facility, Per Termination High Capacity DS1	Termination	\$397.17	\$403.18	\$397.17	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Entrance Facility, Per Termination High Capacity DS3	Termination	\$3,626.49	\$3,681.34	\$3,626.49	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Entrance Facility, Per Termination Synchronous Optical Channel OC3	Termination	\$3,697.93	\$3,753.86	\$3,697.93	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Entrance Facility, Per Termination Synchronous Optical Channel OC12	Termination	\$3,948.19	\$4,007.91	\$3,948.19	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Entrance Facility, Per Termination ESALT 2 Mbps	Circuit	\$703.47	\$714.11	\$703.47	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Entrance Facility, Per Termination ESALT 10 Mbps	Circuit	\$758.20	\$769.67	\$758.20	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Entrance Facility, Per Termination ESALT 50 Mbps	Circuit	\$982.30	\$997.16	\$982.30	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Direct Trunked Transport Facility/ Mile Voice Grade - Two Wire & Four Wire	Mile	\$5.79	\$5.88	\$5.79	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Direct Trunked Transport Facility/ Mile High Capacity DS1	Mile	\$27.22	\$27.63	\$27.22			0.00	0.00	0.00%	\$0.00
Direct Trunked Transport Facility/ Mile High Capacity DS3	Mile	\$237.04	\$240.63	\$237.04	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Direct Trunked Transport Facility/ Mile Synchronous Optical Channel OC3	Mile	\$253.74	\$257.58	\$253.74	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Direct Trunked Transport Facility/ Mile Synchronous	Mile	\$318.49	\$323.31	\$318.49	0.00	\$0.00	0.00	0.00	0.00%	\$0.00

Optical Channel OC12										
Direct Trunked Transport Facility/ Mile ESALT 2 Mbps DTF-E1	Circuit Miles	\$80.15	\$81.36	\$80.15	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Direct Trunked Transport Facility/ Mile ESALT 2 Mbps DTF-E2	Circuit Miles	\$53.44	\$54.25	\$53.44	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Direct Trunked Transport Facility/ Mile ESALT 2 Mbps DTF-E3	Circuit Miles	\$79.58	\$80.78	\$79.58	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Direct Trunked Transport Facility/ Mile ESALT 2 Mbps DTF-E4	Circuit Miles	\$133.24	\$135.26	\$133.24	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Direct Trunked Transport Facility/ Mile ESALT 10 Mbps DTF-E1	Circuit Miles	\$203.23	\$206.30	\$203.23	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Direct Trunked Transport Facility/ Mile ESALT 10 Mbps DTF-E2	Circuit Miles	\$121.96	\$123.80	\$121.96	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Direct Trunked Transport Facility/ Mile ESALT 10 Mbps DTF-E3	Circuit Miles	\$200.30	\$203.33	\$200.30	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Direct Trunked Transport Facility/ Mile ESALT 10 Mbps DTF-E4	Circuit Miles	\$410.84	\$417.05	\$410.84	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Direct Trunked Transport Facility/ Mile ESALT 50 Mbps DTF-E1	Circuit Miles	\$569.04	\$577.65	\$569.04	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Direct Trunked Transport Facility/ Mile ESALT 50 Mbps DTF-E2	Circuit Miles	\$379.38	\$385.12	\$379.38	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Direct Trunked Transport Facility/ Mile ESALT 50 Mbps DTF-E3	Circuit Miles	\$654.18	\$664.07	\$654.18	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Direct Trunked Transport Facility/ Mile ESALT 50 Mbps DTF-E4	Circuit Miles	\$1,165.85	\$1,183.48	\$1,165.85	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Direct Trunked Transport Facility/Termination Voice Grade - Two Wire & Four Wire	Termination	\$58.32	\$59.20	\$58.32	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Direct Trunked Transport Facility/Termination High Capacity DS1	Termination	\$141.18	\$143.32	\$141.18			0.00	0.00	0.00%	\$0.00
Direct Trunked Transport Facility/Termination High Capacity DS3	Termination	\$906.61	\$920.32	\$906.61	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Direct Trunked Transport Facility/Termination Synchronous Optical Channel OC3	Termination	\$943.96	\$958.24	\$943.96	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Direct Trunked Transport Facility/Termination Synchronous Optical Channel OC12	Termination	\$2,055.29	\$2,086.38	\$2,055.29	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Direct Trunked Transport Facility/Termination ESALT 2 Mbps	Circuit terms	\$187.02	\$189.85	\$187.02	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Direct Trunked Transport Facility/Termination ESALT 10 Mbps	Circuit terms	\$228.64	\$232.10	\$228.64	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Direct Trunked Transport Facility/Termination ESALT 50 Mbps	Circuit terms	\$279.44	\$283.67	\$279.44	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Multiplexing, Per Arrangement DS3 to DS1	Termination	\$827.17	\$839.68	\$827.17	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Multiplexing, Per Arrangement DS1 to Voice	Termination	\$319.37	\$324.20	\$319.37	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Customer Node Per Node OC3 155.52 Mbps	Port	\$858.67	\$871.66	\$858.67	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Customer Node Per Node OC12 622.08 Mbps	Port	\$2,480.63	\$2,518.15	\$2,480.63	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Customer Premises Port, Per Port OC3 155.52 Mbps	Port	\$281.75	\$286.01	\$281.75	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Customer Premises Port, Per Port STS-1 51.84 Mbps	Port	\$338.28	\$343.40	\$338.28	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Customer Premises Port, Per Port DS3 44.736 Mbps	Port	\$338.28	\$343.40	\$338.28	0.00	\$0.00	0.00	0.00	0.00%	\$0.00

Customer Premises Port, Per Port DS1 1.544 Mbps	Port	\$86.72	\$88.03	\$86.72	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Add/Drop Multiplexing Central Office Port, Per Port DS1 1.544 Mbps	Port	\$69.37	\$70.42	\$69.37	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Add/Drop Multiplexing Central Office Port, Per Port OC3 155.52 Mbps	Port	\$281.75	\$286.01	\$281.75	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Add/Drop Multiplexing Central Office Port, Per Port DS3 44.736 Mbps	Port	\$173.46	\$176.08	\$173.46	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Network Blocking, Per Blocked Call Network Blocking, Per Blocked Call, Applies to FGD only	Call	\$0.01640000	\$0.01660000	\$0.01640000	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
ESALT Real Time CoS/QoS, Per ESALT DTF-E1 Facility ESALT 2 Mbps	Facility	\$15.30	\$15.53	\$15.30	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
ESALT Real Time CoS/QoS, Per ESALT DTF-E1 Facility ESALT 10 Mbps	Facility	\$76.53	\$77.69	\$76.53	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
ESALT Real Time CoS/QoS, Per ESALT DTF-E1 Facility ESALT 50 Mbps	Facility	\$238.16	\$241.76	\$238.16	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
ESALT Entrance Facility Protection, Per ESALT Entrance Facility ESALT 2 Mbps	Circuit	\$284.10	\$288.40	\$284.10	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
ESALT Entrance Facility Protection, Per ESALT Entrance Facility ESALT 10 Mbps	Circuit	\$284.10	\$288.40	\$284.10	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
ESALT Entrance Facility Protection, Per ESALT Entrance Facility ESALT 50 Mbps	Circuit	\$284.10	\$288.40	\$284.10	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Common Channel Signaling Network Connection Signaling Mileage Facility, Per Mile	Mile	\$7.82	\$7.94	\$7.82	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Common Channel Signaling Network Connection Signaling Mileage Termination, Per Termination	Termination	\$78.50	\$79.69	\$78.50	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Common Channel Signaling Network Connection Signaling Entrance Facility, Per Facility	Facility	\$150.37	\$152.64	\$150.37	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Common Channel Signaling Network Connection STP Port, Per Port	Port	\$774.82	\$786.54	\$774.82	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Terminating Tandem Switched Transport Terminating Tandem Switched Transport Facility	Minutes / Mile	\$0.00043000	\$0.00043700	\$0.00043000			0.00	0.00	0.00%	\$0.00
Terminating Tandem Switched Transport Terminating Tandem Switched Termination	Minutes	\$0.00223300	\$0.00226700	\$0.00223300			0.00	0.00	0.00%	\$0.00
Terminating Tandem Switched Transport Terminating Tandem Switching	Minutes	\$0.00563300	\$0.00571800	\$0.00563300	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Nonrecurring Charges Voice Grade Two Wire	Facility	\$480.90	\$488.17	\$480.90	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Nonrecurring Charges Voice Grade Four Wire	Facility	\$480.90	\$488.17	\$480.90	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Nonrecurring Charges High Capacity DS1	Facility	\$352.68	\$358.01	\$352.68	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Nonrecurring Charges High Capacity DS3	Facility	\$475.56	\$482.75	\$475.56	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Nonrecurring Charges Synchronous Optical Channel OC3	Facility	\$384.72	\$390.54	\$384.72	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Nonrecurring Charges Synchronous Optical Channel OC12	Facility	\$384.72	\$390.54	\$384.72	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Nonrecurring Charges Interim NXX Translation,	Order	\$235.11	\$238.67	\$235.11	0.00	\$0.00	0.00	0.00	0.00%	\$0.00

Per Order										
Nonrecurring Charges FGC and FGD Conversion of Multifrequency Address Signaling to SS7 Signaling or SS7 Signaling to Multifrequency Address Signaling, per 24 trunks converted or fraction thereof on a per order basis	Order	\$472.35	\$479.49	\$472.35	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Nonrecurring Charges Trunk Activation, per 24 trunks activated or fraction thereof on a per order basis	Order	\$490.51	\$497.93	\$490.51	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Nonrecurring Charges Flexible Automatic Number Identification (Flex ANI), per End Office, per CIC	End Office	\$0.00000000	\$0.00000000	\$0.00000000	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Nonrecurring Charges ESALT 2 Mbps	Facility	\$569.95	\$578.57	\$569.95	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Nonrecurring Charges ESALT 10 Mbps	Facility	\$569.95	\$578.57	\$569.95	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Nonrecurring Charges ESALT 50 Mbps	Facility	\$569.95	\$578.57	\$569.95	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Nonrecurring Charges ESALT Direct Trunked Termination, per ESALT Direct Trunked Termination installed	Order	\$375.50	\$381.18	\$375.50	0.00	\$0.00	0.00	0.00	0.00%	\$0.00
Nonrecurring Charges ESALT Entrance Facility Protection, per ESALT Entrance Facility	Facility	\$576.11	\$584.82	\$576.11	0.00	\$0.00	0.00	0.00	0.00%	\$0.00