

BEFORE THE PUBLIC UTILITY COMMISSION

OF OREGON

UM 1168

In the Matter of)
)
 QWEST CORPORATION)
)
 An investigation into the failure to file)
 interconnection agreements for)
 Commission approval under Section)
 252(a)(1) of the Telecommunications Act.)

ORDER

DISPOSITION: STIPULATION APPROVED

At its September 7, 2004, public meeting, the Commission opened this docket to investigate the failure of Qwest Corporation (Qwest) to file interconnection agreements with the Commission under the Telecommunications Act of 1996 (Act). Qwest and Commission Staff (Staff) reached a Stipulation, to which no intervening party objected or filed testimony. The Commission approves the Stipulation, and fines Qwest \$1,050,000 for failing to file agreements as required in OAR 860-016-0020(3).

Background Information

On March 11, 2002, Qwest sent the Commission a letter regarding a Minnesota investigation into whether Qwest had failed to file agreements that were to be filed with the Minnesota Commission under Section 252 of the Act. *See* Qwest/1, Mason/3. Staff began an informal inquiry in which Qwest provided 89 agreements that Qwest had not filed with this Commission, but which may have been required in light of questions raised by the Minnesota investigation. *See id.* at Mason/4. Qwest also made “remedial filings” of Oregon interconnection agreements under the standard advocated by the Minnesota staff. *See id.* at Mason/6. There were 16 agreements filed in the fall of 2002 under that standard, and additional agreements were later filed. *See id.*

Qwest and Staff discussed the 89 unfiled agreements but, before starting to write a settlement, notified competitive local exchange carriers (CLECs) by letter of the discussions. On September 7, 2004, the Commission opened an investigation at Staff’s request. On September 30, 2004, Staff had another informal meeting with CLECs and Qwest to discuss issues related to settlement.

On October 6, 2004, Qwest moved for adoption of the standard protective order, which was granted. *See* Order No. 04-628. An initial prehearing conference was

held October 26, 2004, during which a schedule was established for parties to submit opening and reply filings to determine an issues list. In its reply filing, Staff moved that the schedule be suspended so that parties could work out a Stipulation. That motion was granted. Qwest and Staff submitted the Stipulation on February 4, 2005, and requested another prehearing conference. A prehearing conference was held on February 18, 2005, during which a schedule was set for Qwest and Staff to file testimony and for reply testimony to be submitted by other parties.

Time Warner Telecom of Oregon LLC, Covad Communications Company, Integra Telecom of Oregon, Inc., Rio Communications, Inc., and Universal Telecom, Inc., (collectively “intervenor”) intervened in the proceeding. Intervenors submitted proposed issues lists, which were ultimately not used, but no intervenor filed testimony or any objection related to the Stipulation reached by Qwest and Staff.

Discussion

Qwest asserts that it believed that the unfiled agreements did not need to be filed under Section 252 of the Act. *See* Qwest/1, Mason/4. In the fall of 2002, Qwest petitioned the Federal Communications Commission (FCC) for a declaratory ruling as to which agreements must be filed with state commissions under the Act. *See id.* at Mason/5. On October 4, 2002, the FCC clarified that

an agreement that creates an *ongoing* obligation pertaining to resale, number portability, dialing parity, access to rights-of-way, reciprocal compensation, interconnection, unbundled network elements, or collocation is an interconnection agreement that must be filed pursuant to Section 252(a)(1).

See FCC 02-276 at 5 (emphasis in original). Without discussing every possible variation, the FCC set out several examples of agreements that should and should not be filed. *See id.* at 6-7. Qwest argues that until the FCC order was issued, there was a legitimate question as to whether the agreements at issue should be filed with a state commission under the Act. *See* Qwest/1, Mason/14.

Staff asserts that Qwest knowingly failed to file agreements in violation of the Act and OAR 860-016-0020(3). First, Staff suggests that Qwest, then-U S West Communications, Inc. (U S West), settled past billing disputes and provided favorable interconnection terms to certain CLECs in exchange for those CLECs declining to oppose the merger of Qwest Communications International, Inc., and U S West.¹ *See* Staff/1, Booth/7. Second, Staff contends that those same strategies were used to curry favor with

¹ That merger was approved by the FCC in 2000. *See In the Matter of Qwest Communications International Inc. and U S WEST, Inc.*, FCC 00-91, 15 FCC Rcd 5376 (rel March 10, 2000); *also*, FCC 00-231, 15 FCC Rcd 11909 (rel June 26, 2000).

CLECs to not oppose Qwest's Section 271 application with the FCC.² *See id.* at Booth/8-9. Staff further asserts that Qwest also failed to file agreements in other states for the same reasons, which has been the subject of investigations, hearings, and multi-million dollar fines. *See id.* at Booth/10-13.

In reviewing the 89 unfiled contracts, Staff evaluated each to determine whether it should have been filed, and whether the failure to file was a major or minor violation. A violation was characterized as major if the purpose for failing to file a particular agreement was to favor one CLEC over others; the violation was considered minor if it was non-discriminatory. *See Staff/1, Booth/19.* After Qwest and Staff established minor and major violations, Staff proposed a penalty of \$25,000 per minor violation and \$50,000 per major violation, pursuant to ORS 759.990(6). *See id.* at Booth/22. Ultimately, the parties established that 29 agreements³ which were not filed with the Commission should have been filed; of those, 13 violations were major violations, and 16 were minor violations. The final amount of the settlement is \$1,050,000.

As part of the Stipulation, Qwest does not admit to any violation of the law and asserts "that there was reasonable uncertainty about the filing requirements about these agreements until the FCC clarified the requirements." *See Qwest/1, Mason/14.* Qwest agrees to the Stipulation in this case to avoid further litigation with the Commission, but disavows the findings set forth in Staff's testimony. *See Qwest/7.*

This settlement does not preclude the CLECs from pursuing other litigation. The Attorney General advised Staff that, under the applicable penalty provision, ORS 759.990, the Commission does not have the authority to award reparations for injuries suffered by CLECs due to Qwest's failure to file the agreements. *See Staff/3.* Intervenors did not provide any testimony regarding the impact of Qwest's failure to file certain contracts or opposing the settlement. No party requested a hearing.

Conclusions

The Stipulation, attached at Appendix A, states that 29 agreements were not filed with the Commission that should have been filed. The parties agreed to a penalty of \$50,000 for 13 agreements, and \$25,000 for 16 other agreements, resulting in a final settlement of \$1,050,000. Provided that the Stipulation is approved, and this docket closed, Qwest agrees to pay that amount pursuant to ORS 759.990(8). Qwest and Staff

² Section 271 of the Act permits an incumbent local exchange carrier to provide in-region, interLATA service if it opens its local exchange market to competition. *See* 47 USC § 271. The FCC must grant the application, with recommendations provided by state commissions. The Commission gave an "affirmative recommendation" on October 19, 2002, and the FCC subsequently approved Qwest's Section 271 application for Oregon. *See In the Matter of Application by Qwest Communications International, Inc. for Authorization To Provide In-Region, InterLATA Services in New Mexico, Oregon and South Dakota*, FCC 03-81, 18 FCC Rcd 7325 (rel April 15, 2003).

³ Although there were 32 agreements that were not filed, three pairs of agreements were so closely related as to be considered a single agreement. *See Staff/1, Booth/23; Qwest/1, Mason/10.* A chart of the agreements and their attendant fines is attached to the Stipulation as Appendix A, Attachment A.

agree that the Stipulation does not affect the rights of CLECs in any way. Both Staff and Qwest recommend that the Stipulation be approved without further proceedings.

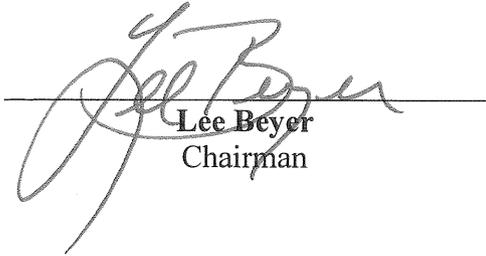
We find that Qwest failed to obey the filing requirement of OAR 860-016-0020(3) for 29 agreements. Pursuant to ORS 759.990, the appropriate remedy for the violations is \$1,050,000, as calculated in the Stipulation. Therefore, the Stipulation shall be approved.

ORDER

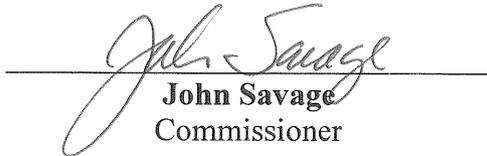
IT IS ORDERED that:

- 1. The Stipulation is approved;
- 2. The Attorney General is directed to file suit in Marion County Circuit Court to recover the stipulated penalty amount; and
- 3. Docket UM 1168 is closed.

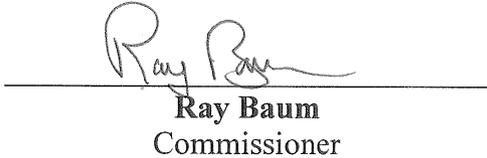
Made, entered, and effective JUN 17 2005.



Lee Beyer
 Chairman



John Savage
 Commissioner



Ray Baum
 Commissioner



A party may request rehearing or reconsideration of this order pursuant to ORS 756.561. A request for rehearing or reconsideration must be filed with the Commission within 60 days of the date of service of this order. The request must comply with the requirements in OAR 860-014-0095. A copy of any such request must also be served on each party to the proceeding as provided by OAR 860-013-0070(2). A party may appeal this order to a court pursuant to applicable law.

STIPULATION AND AGREEMENT

THIS STIPULATION AND AGREEMENT ("Stipulation"), dated ^{February 2} ~~January 1~~, 2005, is entered into between QWEST CORPORATION ("Qwest") and STAFF of the PUBLIC UTILITY COMMISSION OF OREGON ("Staff") (collectively "Parties").

RECITALS

WHEREAS, section 252 of the Telecommunications Act of 1996 (Section 252) requires incumbent local exchange carriers ("ILECs") like Qwest and competitive local exchange carriers ("CLECs") to file interconnection agreements with state public utility commissions, which are to approve or reject these agreements according to the timelines and standards as set forth in Section 252(e) of the Act;

WHEREAS, on March 11, 2002, Qwest provided the Commission with background information regarding a complaint that the Minnesota Department of Commerce had filed against Qwest with the Minnesota Public Utilities Commission on February 14, 2002 that alleged that Qwest had entered into a number of interconnection agreements that should have been filed, but were not filed, with the Minnesota Commission under Section 252(a)(1), as well as Qwest's position regarding the complaint, and provided copies of pleadings and the agreements at issue;

WHEREAS, Staff began an investigation on March 21, 2002 about Qwest's possible failure to comply with the Section 252(a) filing requirements in Oregon by requesting "every contract, memorandum of understanding, or other written [wholesale] agreement between [Qwest and a CLEC] entered into on or after January 1, 2000, that has not been filed with the [Commission];"

WHEREAS, on April 19, 2002, Qwest responded to Staff's March 21, 2002 letter and provided copies of approximately 73 wholesale agreements with Oregon CLECs that Qwest had not filed with the Commission for approval, but which Qwest did not believe were required to be filed with the Commission, and provided several more agreements thereafter through 2004, for a total of 89 agreements;

WHEREAS, on April 23, 2002, Qwest filed a petition for declaratory ruling with the FCC asking for an interpretation of Section 252(a)(1) filing requirements;

WHEREAS, the FCC issued an order (No. 02-276, in WC docket 02-89) on October 4, 2002, granting in part and denying in part Qwest's petition, and ruling, *inter alia*, that "we find that an agreement that creates an ongoing obligation pertaining to resale, number portability, dialing parity, access to rights-of-way, reciprocal compensation, unbundled network elements, or collocation is an interconnection agreement that must be filed pursuant to Section 252(a)(1)," but that "settlement agreements that simply provide for 'backward-looking consideration' (e.g., the settlement of a dispute in consideration for a cash payment or the cancellation of an unpaid bill) need not be filed" (i.e., "settlement contracts that do not affect an incumbent LEC's ongoing obligation relating to section 251 need not be filed"), and that "order and contract forms" to request service, and agreements executed in connection with bankruptcy proceedings, do not need to be filed;

WHEREAS, on or about September 4, 2002, Qwest filed for Commission approval 16 agreements with Oregon CLECs, all of which Qwest had already provided to Staff as part of Staff's investigation, but had not formally filed for approval, and which were still in effect (i.e., not expired or superseded);

WHEREAS, the Commission approved all 16 agreements on or about November 15, 2002;

WHEREAS, on August 30, 2004, Staff recommended that the Commission open a docket to investigate the possible failure of Qwest and other parties (CLECs) to file interconnection agreements for Commission approval under Section 252(a)(1) of the Act, and to determine appropriate penalties under ORS 759.990 for any failures to file such agreements;

WHEREAS, on September 7, 2004, the Commission adopted the Staff's August 30, 2004 recommendation to open a docket, and thus opened docket UM 1168;

WHEREAS, Qwest and Staff have engaged in informal discussions about these unfiled agreements aimed at reaching a stipulated agreement regarding a monetary payment to resolve these investigation issues;

WHEREAS, the Oregon Department of Justice has advised Staff that assessment of penalties against Qwest and possibly other parties (CLECs) is governed by ORS 759.990, which provides for penalties of not less than \$100 nor more than \$50,000, for each time that a carrier does one of four enumerated prohibitions;

WHEREAS, the Commission does not have independent authority to impose the fines provided for in ORS 759.990(6), as only a court can do so, and further, the Commission does not have authority to order the payment of money directly to CLECs on the basis of any allegations that CLECs having been damaged by Qwest's and CLECs' failure to file; and

WHEREAS, Qwest and Staff have reached a Stipulation regarding monetary amounts to be paid by Qwest to resolve the investigations of these unfiled agreements issues, and to resolve docket UM 1168 fully and completely upon Commission approval.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, Qwest and Staff agree as follows:

STIPULATION

1. Payment to General Fund and credited to Commission per ORS 759.990(8)

Qwest and Staff agree that Qwest will make a monetary payment of \$1,050,000 to the Oregon General Fund, and to be credited to the Commission's account, pursuant to ORS 759.990(8). This Stipulation to pay such amount is contingent on the Commission approving the Stipulation and closing the UM 1168 docket, without increasing the amount of the payment or requiring the payment by Qwest of any "credits," "reparations," "damages" or any other relief (monetary or otherwise) to any CLEC as a result of Qwest's or the CLECs' alleged violations of Section 252 and OAR 860-016-0020(3). Further, this Stipulation to pay such amount is also contingent on the Stipulation being approved by the Marion County Circuit Court, subject to the

provisions contained in paragraph 4 of this Stipulation. The Parties agree that Qwest will pay this amount 30 days after the time for any appeal has been exhausted.

2. Calculation of Monetary Amount

Qwest and Staff agree, for purposes of compromise of their respective positions and for the Stipulation only, and not to be used otherwise as precedent or evidence in any other proceeding (except that the parties agree the Stipulation will be submitted by the Commission to the Marion County Circuit Court in order to obtain a judgment consistent with this Stipulation), that they have calculated the \$1,050,000 based on an agreement, for purposes of this Stipulation only, that 32 of the 89 agreements which Qwest provided to Staff should have been filed, in 29 separate filings, shortly after the execution of such agreements. Qwest and Staff have also agreed, for purposes of compromise of their respective positions and for the Stipulation only, and not to be used otherwise as precedent or evidence in any other proceeding (except that the parties agree the Stipulation will be submitted by the Commission to the Marion County Circuit Court in order to obtain a judgment consistent with this Stipulation), that the agreed monetary amount for 13 such required filings was \$50,000 each, and that the agreed monetary amount for 16 such required filings was \$25,000 each, for a total monetary amount of \$1,050,000. A chart identifying the 32 agreements at issue is attached to this Stipulation, marked as Exhibit A, and is incorporated by this reference.

3. Agreement to File all previously unfiled Agreements that are still in Effect

Qwest agrees to file for approval all agreements that the parties agree Qwest should have filed under Section 252(a)(1) and OAR 860-016-0020, excluding contracts that are no longer effective or that Qwest has already filed for approval. To the best of Qwest's knowledge, Qwest has already filed all previously unfiled agreements that the parties agree Qwest should have filed under Section 252(a)(1) and OAR 860-016-0020 and that are still effective.

4. Submission of Contracts for Staff Review

Qwest agrees that it will submit for Staff review all wholesale contracts with competitive local exchange carriers containing on-going terms that Qwest determines it need not file for approval under Section 252(a)(1) and OAR 860-016-0020. Qwest agrees to do so for a period of three years from the date that this Stipulation is executed by both parties. If Staff disagrees with Qwest about the need to file any particular agreement, Staff agrees to advise Qwest with its reasons why Staff believes Qwest should file the contract for approval. Qwest's agreement to submit these contracts to Staff for Staff's review is without waiver of any legal position it may have about the lack of a filing requirement for any particular contract.

5. No Admission of Liability or Precedential Effect

Staff believes the evidence it has gathered in this proceeding is sufficient to support a finding that Qwest violated Section 252 and OAR 860-016-0020(3) by failing to file certain interconnection agreements in a timely manner with the Commission for its review. Qwest, however, does not believe there has been any evidence of any such violations, in part because there has been no evidence submitted in docket UM 1168. Nonetheless, and notwithstanding Staff's and Qwest's views of the issues in the docket, the Parties agree that the agreements reached in this Stipulation are not admissions by either party regarding the merits of their

respective legal positions, including that they are not admissions by Qwest that it violated Section 252(a)(1) of the Act, or admissions by Staff that Qwest complied with its obligations under Section 252(a)(1). In particular, this Stipulation does not constitute an agreement or acquiescence by any party to the method or theories used by any party in deciding to enter this Stipulation. Although the parties agree there is no admission of liability or precedential effect in this Stipulation as described in paragraphs 2 and 5 above, Qwest and Staff further agree that once this Stipulation becomes final, it will become a public document. Thus, a CLEC may use the publicly-available Stipulation in any subsequent proceeding against Qwest for any alleged damages in any appropriate forum consistent with and subject to the terms of the Stipulation and subject to the rules of evidence and admissibility of such forum.

6. Stipulation Contingent on Commission and Court Approval

Qwest and Staff agree that they will seek approval from the Commission of this Stipulation, and that if the Commission does not approve the Stipulation, or modifies it in any material way, or if the Commission expands the scope or issues of docket UM 1168 to include possible alleged “credits,” “damages,” “reparations” or any other relief (monetary or otherwise) to CLECs, the Parties reserve their rights to withdraw from the Stipulation and litigate the issues in docket UM 1168. Qwest and Staff further agree that if the Commission approves the Stipulation, and does not expand the UM 1168 docket beyond the issues in this Stipulation, the Commission will need to seek approval of the Stipulation from the Marion County Circuit Court (“Circuit Court”) in order to impose the monetary penalties. Qwest and Staff further agree that if the Circuit Court does not approve the Stipulation, or modifies it in any material way, the Parties reserve their rights to withdraw from the Stipulation and litigate the issues in docket UM 1168. Finally, Qwest and Staff agree that if the Circuit Court approves the Stipulation, without any additional conditions, but any intervenor files an appeal of such approval, Qwest is not obligated to pay the monetary amount unless and until all appeals of the Circuit Court’s approval have been exhausted, and thereafter, will not need to pay such amount until 30 days after the time for any appeal has been exhausted.

7. Stipulation Contingent on Commission order of complete resolution of UM 1168

Qwest and Staff further agree that this Stipulation is contingent on a Commission order that provides that approval of the Stipulation shall be a full and complete resolution of all matters in docket UM 1168. Qwest and Staff further agree that if a Commission order does not provide that approval of the Stipulation results in a full and complete resolution of all matters in docket UM 1168, the Parties reserve their rights to withdraw from this Stipulation, and thus reserve their rights to litigate the issues in docket UM 1168.

8. Individual CLEC Rights Not Affected

The promises or provisions in this Stipulation are not intended to create any specific rights or remedies for any CLEC, or to expand or contract any CLEC’s rights in any way, and may not be enforced except by the Circuit Court, the Commission, its Staff or Qwest. Qwest and Staff further agree that nothing in this Stipulation precludes a CLEC from filing any appropriate action against Qwest or any CLEC in any appropriate forum for any alleged damages as a result of any alleged failures to file interconnection agreements.

9. Integrated Document

The Parties recommend that the Commission and Circuit Court adopt this Stipulation in its entirety. The Parties have negotiated this Stipulation as an integrated document. Accordingly, if the Commission or Circuit Court in any order or decision rejects all or any part of this Stipulation, or materially adds to or changes any of its terms, each party reserves the right to withdraw from the Stipulation upon written notice to the Commission or Circuit Court and Qwest within fifteen (15) days of receiving notice of any such action by the Commission or the Circuit Court. In the event of such withdrawal, neither party will be bound by any provision of the Stipulation, and no such term may be cited or used against any party in connection with any case or proceeding, or otherwise.

10. No Waiver

Qwest and Staff have entered this Stipulation to resolve disputed issues, and neither party admits or denies any fact or legal position at issue.

IT IS SO AGREED.

QWEST CORPORATION

STAFF OF THE PUBLIC UTILITY COMMISSION

By: [Signature]

By: Phil Mygaard

Its: W-Wholesale

Its: Administrator, Telecommunications Division

Date: 2-1-05

Date: 2/2/05

UM 1168LIST OF 32 AGREEMENTS WHICH STAFF AND QWEST AGREE SHOULD HAVE BEEN BE FILED
(FOR PURPOSES OF STIPULATION/MOU)

CLEC	Title of Agreement	Date	ARB No.	Stipulated Amount	Filing Date
Advanced TelCom Group, Inc. (now Ionex)	Confidential Settlement Agreement	6/30/2000	not filed	\$50,000	not filed
Advanced TelCom Group, Inc.	Amended Confidential Settlement Agreement	03/15/2001	not filed	\$50,000	not filed
Advanced TelCom Group, Inc.	Agreement for Migration of Services	02/08/2002	not filed	\$25,000	not filed
Electric Lightwave, Inc.	Confidential Billing Settlement Agreement and Release	12/30/1999	not filed	\$50,000	not filed
Electric Lightwave, Inc.	Amendment No. 1 to the Confidential Billing Settlement Agreement and Release of 12/30/1999	06/21/2000	not filed	\$25,000 (combined with ELI contract below)	not filed
Electric Lightwave, Inc.	Second Amendment to the Confidential Billing Settlement Agreement and Release of 12/30/1999	04/30/2001	not filed	\$25,000 (combined with ELI contract above)	not filed
Electric Lightwave, Inc.	Third Amendment to the Confidential Billing Settlement Agreement and Release of 12/30/1999	07/19/2001	not filed	\$25,000	not filed
Ernest Communications, Inc.	Confidential Settlement Agreement and Release	09/17/2001	105(3)	\$25,000	10/3/02
Fairpoint Communications Solutions Corp.	Confidential Billing Settlement Agreement	09/04/2001	192(6)	\$25,000	10/3/02

CLEC	Title of Agreement	Date	ARB No.	Stipulated Amount	Filing Date
McLeod USA	Confidential Billing Settlement Agreement	04/28/2000	302(9)(10)	\$25,000	10/3/02
McLeod USA	Purchase Agreement	10/02/2000	302(11)	\$50,000	10/3/02
MCI WorldCom Network Service, Inc.	Business Escalation Agreement	06/29/2001	1(6)	\$25,000	10/3/02
MCI WorldCom Network Services, Inc.	Confidential Billing Settlement Agreement	06/29/2001	1(7)	\$50,000	10/3/02
Teleport Communications Group, dba AT&T Local	Confidential Billing Settlement Agreement and Release	03/13/2000	not filed	\$50,000	not filed
XO -Nextlink Communications, Inc.	Confidential Billing Settlement Agreement	05/12/2000	not filed	\$50,000	not filed
XO Subs and XO Communications, Inc.	Confidential Billing Settlement Agreement - QC	12/31/2001	142(4)	\$25,000	9/4/02
ATI (Eschelon)	Confidential/Trade Secret Stipulation Between ATI and U S WEST	02/28/2000	not filed	\$50,000	not filed
Eschelon Telecom	Trial Agreement	07/21/2000	not filed	\$50,000	not filed
Eschelon	Confidential Agreement (escalation procedures)	11/15/2000	not filed	\$50,000	not filed
Eschelon	Confidential Amendment to Confidential/Trade Secret Stipulation	11/15/2000	not filed	\$50,000	not filed
Eschelon	Confidential Qwest Letter Regarding Status of Switched Access Minute Reporting Implementation Plan	07/03/2001	not filed	\$25,000	not filed
Eschelon	Implementation Plan	07/31/2001	not filed	\$50,000	not filed
Covad	U S WEST Service Level Agreement - Unbundled Loop Services	04/19/2000	96(3)(4)	\$50,000	10/3/02

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CLEC	Title of Agreement	Date	ARB No.	Stipulated Amount	Filing Date
McLeod USA	Confidential Letter Agreement (escalation)	10/26/2000	302(11)	\$25,000	10/3/02
Electric Lightwave, Inc.	Binding Letter Agreement (1)	07/19/2001	not filed	\$25,000	not filed
CDS Networks, Inc.	Internetwork Calling Name Delivery Service, Internetwork Calling Name Delivery Service Agreement	03/31/2002	80(3)	\$25,000	1/10/03
U S WEST Wireless, LLC	Transient Interim Signaling Capability Service Agreement	03/02/1998	50(2)	\$25,000	1/15/03
Allegiance Telecom of Oregon, Inc.	Internetwork Calling Name Delivery Service, Internetwork Calling Name Delivery Service Agreement	02/08/2001	276(6)	\$25,000	1/10/03
Frontier Local Services, Inc. (now known as Global Crossing)	Directory Assistance Agreement	07/31/98	52(7)	\$25,000 (combined with Frontier contract below)	6/15/04
Frontier Local Services, Inc. (now known as Global Crossing)	Operator Services Agreement	07/31/98	52(6)	\$25,000 (combined with Frontier contract above)	6/15/04
American Telephone Technology (now known as Eschelon)	Directory Assistance Agreement	02/16/00	199(16)	\$25,000 (combined with Eschelon below)	6/15/04

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CLEC	Title of Agreement	Date	ARB No.	Stipulated Amount	Filing Date
American Telephone Technology (now known as Eschelon)	Operator Services Agreement	02/16/00	199(17)	\$25,000 (combined with Eschelon above)	6/15/04