

MARVIN D. TRUHE
ATTORNEY AT LAW

P.O. Box 8112
Rapid City, South Dakota 57709-8112

Telephone (605) 348-8530

Email: marvtruhe@aol.com

April 16, 2004

RECEIVED

APR 19 2004

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Ms. Pamela Bonrud
Executive Director
South Dakota Public Utilities Commission
Capitol Building, First Floor
500 E. Capitol Avenue
Pierre, South Dakota 57501-5070

Re: Complaint filed by Black Hills FiberCom, L.L.C., Against Qwest Corporation Regarding Intrastate Switched Access Charges Applied to ISP-Bound Calls Which Complainant Claims is Interstate in Nature CT03-154

Dear Ms. Bonrud:

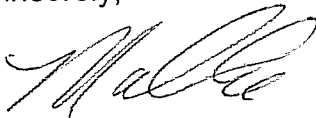
Enclosed for filing is the original and ten copies of Black Hills FiberCom's Motion to Amend Complaint with attached Exhibits A and B.

By copy of this letter, and as indicated on the Certificate of Service, opposing counsel has been served.

Please call me if you have any questions.

Thank you.

Sincerely,



Marvin D. Truhe

MDT:skh

Enclosure

cc w/ encl: Thomas Welk
Tim Goodwin
Karen Cremer

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**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

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Email: marvtruhe@aol.com

April 16, 2004

Via Electronic Mail and U.S. Mail

Thomas J. Welk
Boyce, Greenfield, Pashby and Welk, L.L.P.
P.O. Box 5015
Sioux Falls, SD 57717-5015

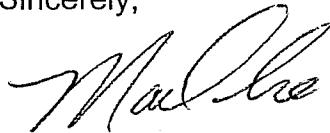
Tim Goodwin, Senior Attorney
Qwest Services Corporation
1801 California Street 47th floor
Denver, CO 80202

Re: *Complaint filed by Black Hills FiberCom, L.L.C., Against Qwest Corporation Regarding Intrastate Switched Access Charges Applied to ISP-Bound Calls Which Complainant Claims is Interstate in Nature CT03-154*

Dear Counsel:

Enclosed is FiberCom's Motion to Amend Complaint with attached Exhibits A and B, in the above matter. These pleadings were also emailed to you earlier today.

Sincerely,



Marvin D. Truhe

Enclosure

✓ cc w/ encl: Karen Cremer

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

RECEIVED

APR 19 2004

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

In the Matter of the Complaint Filed by Black Hills FiberCom, L.L.C., Rapid City, South Dakota Against Qwest Corporation Regarding Intrastate Switched Access Charges Applied to ISP-Bound Calls Which Complainant Claims is Interstate in Nature) CT 03-154
BLACK HILLS FIBERCOM'S
MOTION TO AMEND
COMPLAINT

Black Hills FiberCom, L.L.C., ("FiberCom") pursuant to A.R.S.D. §§20:10:01:16, hereby moves the South Dakota Public Utilities Commission ("Commission") to allow FiberCom to amend its Complaint against Qwest Corporation ("Qwest") as follows:

Amendments Based on Discovery

1. During discovery FiberCom asked Qwest to produce a witness who could testify regarding the traffic routing for the ISP-bound traffic in dispute, including when such calls first made contact with the ISP. A copy of FiberCom's Memorandum request to that effect is attached as Exhibit A. In response, Qwest produced Mr. Phillip Linse, whose deposition was taken. The transcript of Mr. Linse's testimony was received by the undersigned counsel on April 12, 2004.

2. Based on Mr. Linse's testimony FiberCom has determined that an additional legal basis for relief exists and requests amendment of its Complaint in the following particulars:

- a. Amendment to Paragraph 7 changing "ISPs within FiberCom's local calling area," to "Rapid City access numbers provided for Qwest-served ISPs."

b. Amendment to Paragraph 8 changing "ISP located," to "ISP with a Rapid City access number."

c. Addition of a new paragraph 31 as follows:

"Qwest's primary ISP customer, AOL, has no Point of Presence, nor any facilities, switches, modems, or other presence in South Dakota. All such ISP-bound traffic is routed through Qwest and Qwest related facilities from Rapid City to Arlington, Virginia, where such traffic makes its first contact with AOL. FiberCom submits the same is true of all other Qwest ISP customers, i.e., they have no presence in South Dakota, but merely are provided Rapid City access numbers by Qwest, and all such traffic is likewise routed through Qwest and Qwest related facilities to those ISPs located outside of South Dakota. As such, all the ISP-bound traffic at issue herein is interstate, not intrastate, traffic."

Amendment Stating Amount at Issue

3. FiberCom has calculated the total amount it has paid Qwest to date which is at issue herein, along with prejudgment interest to date, and requests the amendment of paragraph 29 of its Complaint by adding the following:

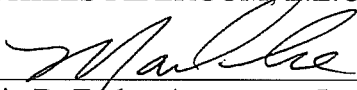
"FiberCom has calculated that the amount paid by FiberCom to Qwest pursuant to those incorrect invoices from June, 2000 through March, 2004 is \$1,028,879.39. The total amount, including statutory prejudgment interest to date of ten percent, is \$1,320,882.70."

Attached as Exhibit B is a copy of FiberCom's proposed Amended Complaint with the above referenced amendments included. FiberCom respectfully requests that the Commission accept the Amended Complaint.

Signed this 16th day of April, 2004,

BLACK HILLS FIBERCOM, L.L.C.

By: _____


Marvin D. Truhe, Attorney at Law
P.O. Box 8112
Rapid City, South Dakota 57709
(605) 348-8530
Attorney for Complainant

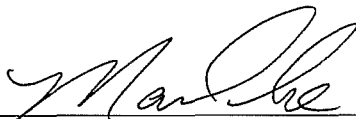
CERTIFICATE OF SERVICE

I hereby certify I am one of the counsel representing Black Hills FiberCom, L.L.C. in this matter and that on April 16, 2004 a true and correct copy of the foregoing Black Hills FiberCom's Motion to Amend Complaint was served electronically and via United States first class mail, postage prepaid, on the following:

Thomas J. Welk (tjwelk@bgpw.com)
Boyce, Greenfield, Pashby and Welk, L.L.P.
P.O. Box 5015
Sioux Falls, SD 57717-5015

Tim Goodwin, Senior Attorney (Tim.Goodwin@qwest.com)
Qwest Services Corporation
1801 California Street 47th floor
Denver, CO 80202

Karen Cremer (karen.cremer@state.sd.us)
South Dakota Public Utilities Commission
500 East Capitol
Pierre, SD 57501



Marvin D. Truhe

MEMORANDUM

To: Attorney Tim Goodwin
From: Attorney Marv Truhe
Date: March 15, 2004
Re: CT03-154 FiberCom/Qwest

RESPONSE TO TIM GOODWIN EMAIL QUESTIONS OF MARCH 11, 2004

Question (1): We've obviously had some problems agreeing on the definition of "traffic in dispute." Why do you think our definition is inaccurate?

Answer (1): Your definition is not broad enough to address the traffic that is the subject of BHFC's Complaint, and since BHFC filed the action they want to define what is at issue. In addition, your definition contains the word "delivered," the definition of which may give rise to an additional issue (see, e.g., Qwest's Request For Admission 15 which again uses the term "delivered").

Question (2): Request for Admission 1: Who participated in the review of the February 2004 call data? Who prepared BH001?

Answer (2): Denise Bussey participated in the review of the call data, and she is identified in BHFC's Answer to Interrogatory 10(a). We do not know what BH001 is, could that be an identifying mark that Qwest put on a document?

Question (3): Request for Admission 17 and 18: Just to clarify, is BHFC aware of any requirement from any state or the FCC for carriers to charge intrastate switched access rates for interexchange traffic originated in one state and delivered to ISPs located in that same state?

Answer (3): No.

Question (4): Request for Production 7: Though I thought the request was clear, to the extent it wasn't, I apologize. Perhaps I can clarify: Many CLECs have filed comments or other documents with state commissions or the FCC, or are part of organizations that filed such comments or documents, that discuss whether Internet-bound traffic is subject to reciprocal compensation. Request for Production 7 seeks the production of any such comments, testimony, argument, etc. that BHFC has filed, or have been filed by an organization or coalition of which BHFC is a part. Please call if you need further clarification.

Answer (4): BHFC has not filed any such documents, with the exception of the Commission Complaint filed by BHFC against Qwest in 2001, CT01-056, which Complaint was later withdrawn. BHFC is not aware of any such filings made by those organizations to which it belongs.

IDENTIFICATION OF WITNESSES FOR DEPOSITIONS

1. We've had some discussions already about the witnesses each side might want to depose next week, and rather than filing pleadings at this point to identify and request them, we'd suggest doing so by telephone. If you would prefer formal pleadings please let me know.

2. At the present time we are interested in deposing Ed Melichar, plus the following witnesses:

a. Persons who could meaningfully address, and are very knowledgeable technically about, traffic routing for the traffic in dispute all the way from the calling party to the ultimate website. For example, if a BHFC customer in Spearfish (who is also an AOL customer) wants to reach a website outside of South Dakota via AOL using a Qwest provided Rapid City access number, how is that call physically received and routed? We're interested in tracing each step of the way. By way of example only, when does the call first make contact with Qwest facilities? What kind of facilities? Where are the facilities? Are they owned or leased facilities? Leased from whom? Where does the call go next? And, again, how does that happen physically?

The same information will be sought regarding AOL facilities, long distance carrier facilities, etc. For example, when does the call first make contact with an AOL facility, where is that facility, what type of facility is it, etc.

b. Persons with the above detailed traffic routing information for a call originating with a Rapid City BHFC customer, rather than originating with a Spearfish BHFC customer.

c. Persons with the detailed traffic routing information for a call originating with a Qwest customer in Rapid City who wants to reach an out of state website using a BHFC ISP customer in Rapid City, such as Rapid Net.

d. Persons who are very knowledgeable about how, when and why traffic originating with Qwest customers enroute to BHFC facilities is included or excluded from the Qwest call records that are used by BHFC in billing Qwest. By way of example only, BHFC's Response to Request for Admission 1 refers to calls excluded from Qwest call records resulting in those calls not being billed by BHFC since they were not reported to BHFC by Qwest. We are interested not only in the billing details of this issue, but also how the calls are identified, and by whose direction the inclusions or exclusions were, and are, made.

After you have had a chance to review this, please give me a call to discuss the witnesses each side will identify and produce for next week's depositions. We suggest the depositions be taken here in Rapid City since the action originates here, and we anticipate all the witnesses you will want to depose are here.

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

In the Matter of the Complaint Filed by Black Hills FiberCom, L.L.C., Rapid City, South Dakota Against Qwest Corporation Regarding Intrastate Switched Access Charges Applied to ISP-Bound Calls Which Complainant Claims is Interstate in Nature))))))	CT 03-154 AMENDED COMPLAINT
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Complainant, Black Hills FiberCom, L.L.C., pursuant to A.R.S.D. §§20:10:01:02:03 and 20:10:01:07:01, for its complaint against the Respondent, Qwest Corporation, states and alleges as follows:

PARTIES

1. The full name and address of Complainant, Black Hills FiberCom, L.L.C. (“FiberCom”), are:

Black Hills FiberCom, L.L.C.
809 Deadwood Avenue
P.O. Box 2115
Rapid City, SD 57709

2. The full name and corporate address of Respondent, Qwest Corporation (“Qwest”), are:

Qwest Corporation
7800 East Orchard Road
Englewood, CO 80111

3. Qwest’s registered agent for service in South Dakota is:

CT Corporation System
319 South Coteau Street
Pierre, SD 57501

JURISDICTION

4. The South Dakota Public Utilities Commission (“Commission”) has approved intrastate switched access service tariffs for both FiberCom and Qwest in accordance with ARSD 20:10:29 (Telecommunications Switched Access Charges), making disputes related to application of the tariffs the appropriate jurisdiction of the Commission.

COUNT ONE

INTRODUCTION

5. As it relates to this Complaint, FiberCom has one local calling area that encompasses four Qwest local calling areas.

6. In this proceeding, the Commission is respectfully called upon to correct certain invoices and billing errors for Internet Service Provider (“ISP”)-bound traffic between FiberCom and Qwest. The resolution of this dispute requires the application of Qwest’s intrastate switched access service tariff, as approved by the Commission.

7. The parties disagree on whether inter-carrier switched access services charges apply to ISP-bound calls initiated by FiberCom’s customers to Rapid City access numbers provided for Qwest-served ISPs, but between Qwest’s local exchanges.

8. More specifically, it is Qwest’s position that it may charge FiberCom inter-carrier switched access charges pursuant to its intrastate tariff when a FiberCom customer initiates a call to a Qwest-served ISP with a Rapid City access number within that customer’s local calling area but between Qwest’s local exchanges. FiberCom disagrees.

9. Significantly, however, Qwest simultaneously takes the position that all other ISP-bound calls, particularly when initiated by a Qwest Customer to a FiberCom-served ISP, are “interstate in nature” and subject solely to bill and keep compensation.

10. FiberCom’s and Qwest’s Interconnection Agreement, as amended, and the FCC Declaratory Order and Order on Remand, discussed infra, are also consistent with Qwest’s position that ISP-bound calls are “interstate in nature,” thus eliminating inter-carrier access charges for the traffic at issue in this Complaint. Finally, these are interstate calls because substantially all of the calls terminate outside of Qwest’s South Dakota exchanges.

FACTUAL BACKGROUND

The Parties’ Local Calling Areas

11. Qwest’s local calling areas include at least four (4) exchanges within the Northern Black Hills.

12. When FiberCom entered the telecommunications business as a facilities-based local exchange carrier (“LEC”), the Commission approved an expanded local calling area – as compared to Qwest. FiberCom’s local calling area (and comparable service area) encompasses four (4) of Qwest’s local exchanges located in the Northern Black Hills of South Dakota. FiberCom’s local calling area was approved by the Commission in Docket TC99-056. (Exhibit 1, attached.)

13. For purposes of billing its customers, FiberCom’s local calling area applies to calls made between FiberCom customers and to calls made by FiberCom’s customers to Qwest’s customers.

14. The disparity between FiberCom's and Qwest's local calling area presents a competitive situation in which Qwest has failed to correctly apply its intrastate tariff for ISP-bound traffic exchanged between a FiberCom customer in one Qwest exchange and a Qwest-served ISP in another Qwest exchange through a Rapid City access number (e.g., 342-XXXX) provided by a Qwest-served ISP to FiberCom's telephone customers.

The Parties' Initial Interconnection Agreement

15. In November 1998, FiberCom and Qwest's predecessor, US West Communications, Inc., entered into an "Interconnection Agreement Between Black Hills FiberCom, Inc. (sic) and U.S. West Communications, Inc. for the State of South Dakota" ("Initial Interconnection Agreement"). The Commission approved the Initial Interconnection Agreement on January 6, 1999 in Docket No. TC98-205.

FCC's Orders Relative to ISP-Bound Traffic

16. In the Matter of Implementation of the Local Competition Provision in the Telecommunications Act of 1996 ("FCC Declaratory Order"), 14 F.C.C.R. 3689 (1999), vacated, Bell Atlantic Telephone Co. v. FCC, 206 F.3d 1 (2000), the FCC concluded that ISP traffic does not terminate at an ISP's modem, and should not be considered as comprising two distinct calls. Id. at 3698 (¶13). The FCC instead used an "end-to-end" analysis to conclude that ISP traffic was interstate. Id. at 3701-02 (¶18).

17. The FCC has further concluded that, applying the "end-to-end" analysis, calls to ISPs do not terminate at the ISP's local server, but instead continue to the "ultimate destination or destinations, specifically at a[n] Internet website that is often located in another state." Id. at ¶ 12. Based on this analysis, the FCC has reasoned that a

substantial portion of calls to ISPs are interstate and described ISP-bound traffic as interstate access service. Id. at ¶¶ 17 and 18.

18. The FCC has recognized that the existing inter-carrier compensation mechanisms for the delivery of ISP-bound traffic, in which the originating carrier pays the carrier that serves the ISP, has created opportunities for regulatory arbitrage and distorted the economic incentives related to competitive entry into the local exchange and exchange access markets. In the case of ISP-bound traffic, the FCC found that “such decisions are driven by regulatory opportunities that disconnect costs from end-user market decisions.” Implementation of the Local Competition Provisions In the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, 16 F.C.C.R. 9151 (2001) (“Order on Remand”), ¶ 5. The FCC has stated that the decision to move to bill and keep for dial-up traffic to ISPs was adopted to protect the RBOCs, including Qwest. Id. at ¶ 89.

19. The FCC Order on Remand went into effect on June 14, 2001.

Qwest’s Immediate Response to the FCC Orders

20. Immediately after the FCC’s landmark decisions regarding ISP-bound traffic, Qwest requested the amendment of the Interconnection Agreement to reflect the intent of the FCC’s decision. As such, it is clear that Qwest intended that all ISP-bound traffic between the parties be treated in conformance with the FCC’s decisions.

September, 2001 Amendment to Interconnection Agreement

21. Specifically, in response to the FCC’s Order on Remand, Qwest requested FiberCom to execute a 2001 amendment to the Interconnection Agreement to incorporate

the FCC's position that a rate cap would be placed on compensation for ISP-bound traffic and that such compensation would be phased out over time.

22. Accordingly, in September 2001, FiberCom and Qwest entered into an "Amendment to the Interconnection Agreement (effective June 14, 2001, the same as the effective date of the FCC Order on Remand) between Qwest Corporation and Black Hills FiberCom, L.L.C. for the state of South Dakota for Agreement Term, Existing Rules and Internet Service Provider Bound Traffic" ("2001 Amended Interconnection Agreement"). The Commission approved the 2001 Amended Interconnection Agreement on December 5, 2001 in Docket TC01-161.

23. The 2001 Amended Interconnection Agreement provides that FiberCom and Qwest will invoice each other according to specific inter-carrier rate caps, which rate caps were to phase out over time. This amendment to the Interconnection Agreement was made to adopt the FCC's ruling appearing in its Order on Remand. Nevertheless, Qwest continued to invoice FiberCom intrastate access rates for such traffic, which the 2001 Amended Interconnection Agreement clearly treats as "interstate in nature."

August, 2002 Amendment to Interconnection Agreement

24. Additionally, the parties agreed, effective April 1, 2002, to execute the 2002 Amended Interconnection Agreement to incorporate the FCC's position that traffic ultimately delivered to ISP's is "interstate in nature" and should be exchanged on a bill and keep basis.

25. Accordingly, FiberCom and Qwest entered into an "Amendment to the Interconnection Agreement between Qwest Corporation and Black Hills FiberCom, L.L.C. for the State of South Dakota for Internet Service Provider Bound Traffic" ("2002

Amended Interconnection Agreement”). The Commission approved the 2002 Amended Interconnection Agreement on January 3, 2003 in Docket TC02-131.

26. The 2002 Amended Interconnection Agreement, at § 3.2.3, provides that, “The Parties agree that ISP Bound Traffic, effective April 1, 2002, shall be exchanged as Bill and Keep.” Again, Qwest requested that ISP-bound traffic be billed as bill and keep traffic, consistent with Qwest’s and the FCC’s position that such traffic is interstate in nature.

27. In addition to the above, Qwest’s position is also clearly set forth in its November 3, 2000 letter to FiberCom (Exhibit 2, attached), wherein it expressly rejects FiberCom’s billing of reciprocal compensation for local calls made by Qwest customers to dial-up ISPs served on FiberCom’s network. Qwest’s stated position is:

Qwest has determined that the majority of the traffic included on your invoices was delivered to an Internet Service Provider (ISP). Consequently, that traffic does not terminate to a LEC within the same local calling area. Instead, the ISP continues the communication to terminate it in a distant local calling area at a server that is generally located outside of the calling area in which the call originated. As such, Internet related traffic is predominately interstate in nature, and thus is not subject to local reciprocal compensation charges under our Agreement. [Emphasis added.]

28. In direct contrast to the above clearly stated positions of Qwest on this issue, Qwest has continued to invoice FiberCom inter-carrier intrastate switched access charges for ISP-bound traffic. Clearly, if such traffic is not subject to local reciprocal compensation because it is “interstate in nature,” such traffic is likewise not subject to inter-carrier switched access service charges pursuant to Qwest’s intrastate tariff.

29. As a result, Qwest has incorrectly invoiced FiberCom for ISP-bound traffic that should not have been invoiced pursuant to Qwest’s intrastate access service

tariff. FiberCom has calculated that the amount paid by FiberCom to Qwest pursuant to those incorrect invoices from June, 2000 through March, 2004 is \$1,028,879.39. The total amount, including statutory prejudgment interest to date of ten percent, is \$1,320,882.70.

30. Qwest's delivery of ISP-bound calls from FiberCom's Northern Black Hills customers to Qwest-served ISPs, and Qwest's delivery of ISP-bound calls from FiberCom's Rapid City-located customers to Qwest-served ISPs are the same. The only material difference is that Qwest invoices FiberCom for the former calls, but does not invoice FiberCom for the latter calls because Qwest chooses to treat only the latter calls as "interstate" calls. In addition, Qwest has thus demonstrated its ability to identify and separate ISP-bound calls.

Additional Basis for Relief Sought

31. Qwest's primary ISP customer, AOL, has no Point of Presence, nor any facilities, switches, modems, or other presence in South Dakota. All such ISP-bound traffic is routed through Qwest and Qwest related facilities from Rapid City to Arlington, Virginia, where such traffic makes its first contact with AOL. FiberCom submits the same is true of all other Qwest ISP customers, i.e., they have no presence in South Dakota, but merely are provided Rapid City access numbers by Qwest, and all such traffic is likewise routed through Qwest and Qwest related facilities to those ISPs located outside of South Dakota. As such, all the ISP-bound traffic at issue herein is interstate, not intrastate, traffic.

Attempts to Resolve Dispute

32. After continual, unsuccessful, efforts to resolve this situation, finally, on June 30, 2003, FiberCom submitted a written dispute to Qwest demanding that Qwest refund previous overcharges and issue corrected invoices for all relevant inter-exchange ISP-bound traffic. That effort was likewise unsuccessful, and FiberCom has thus found it necessary to commence this adversarial proceeding.

COUNT TWO

33. FiberCom restates paragraphs 1 through 32 of its Complaint against Qwest.

34. FiberCom alleges that the six year (6) statute of limitations period of SDCL § 15-2-13 (1) is controlling in this proceeding.

PRAYER FOR RELIEF

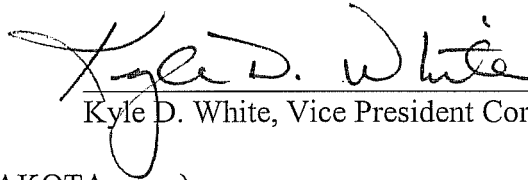
WHEREFORE, FiberCom respectfully requests that the Commission:

1. determine that the six (6) year statute of limitations period of SDCL § 15-2-13(1) applies to disputes that arise pursuant to Qwest's intrastate access tariff and FiberCom's claims herein;
2. determine that ISP-bound calls are "interstate in nature," and are not subject to intrastate switched access charges as imposed by Qwest;
3. determine the number of ISP-bound call minutes to which Qwest has applied intrastate switched access charges;
4. order Qwest to immediately issue revised invoices to FiberCom for all relevant invoicing periods, which shall reflect no charges for the ISP-bound calls at issue herein;

5. order Qwest to immediately issue FiberCom a cash refund in a sum that reflects the difference between the sum paid to Qwest for ISP-bound calls originated by FiberCom customers and the sum appropriately invoiced pursuant to paragraph 4, above, plus statutory interest; and

6. provide such other relief as the Commission deems just and appropriate.

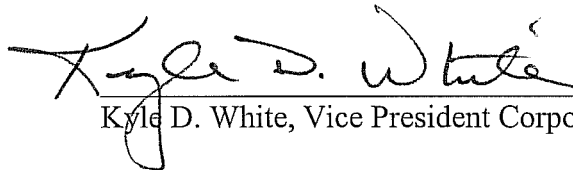
Signed this 16th day of April, 2004,



 Kyle D. White, Vice President Corporate Affairs

STATE OF SOUTH DAKOTA)
) ss:
 COUNTY OF PENNINGTON)

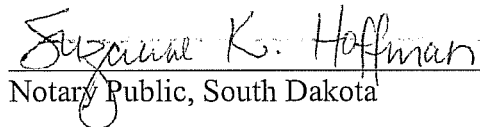
Kyle D. White, Vice President Corporation Affairs, of Black Hills FiberCom, L.L.C., being first duly sworn upon his oath says that he is the person above named; that he has read the above and foregoing instrument, understands the contents thereof, and that the same is true of his own knowledge, except as to matters therein stated upon information and belief, and as to such matters, he believes the same to be true.



 Kyle D. White, Vice President Corporation Affairs

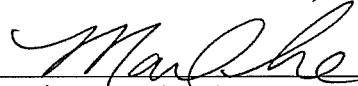
Subscribed and sworn to before me this 16th day of April, 2004.

(SEAL)



 Notary Public, South Dakota

BLACK HILLS FIBERCOM, L.L.C.

By: 

 Marvin D. Truhe, Attorney at Law
 P.O. Box 8112
 Rapid City, South Dakota 57709
 (605) 348-8530

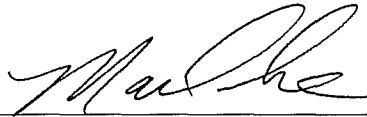
CERTIFICATE OF SERVICE

I hereby certify I am one of the counsel representing Black Hills FiberCom, L.L.C. in this matter and that on April 16, 2004 a true and correct copy of the foregoing Amended Complaint was served electronically and via United States first class mail, postage prepaid, on the following:

Thomas J. Welk (tjwelk@bgpw.com)
Boyce, Greenfield, Pashby and Welk, L.L.P.
P.O. Box 5015
Sioux Falls, SD 57717-5015

Tim Goodwin, Senior Attorney (Tim.Goodwin@qwest.com)
Qwest Services Corporation
1801 California Street 47th floor
Denver, CO 80202

Karen Cremer (karen.cremer@state.sd.us)
South Dakota Public Utilities Commission
500 East Capitol
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Marvin D. Truhe