

TC03-041

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TC03-041

DOCKET NO. _____

In the Matter of _____ IN THE MATTER OF THE
_____ APPLICATION OF QWEST LD CORP.
_____ D/B/A QWEST LONG DISTANCE FOR A
_____ CERTIFICATE OF AUTHORITY TO
_____ PROVIDE INTEREXCHANGE
_____ TELECOMMUNICATIONS SERVICES IN
_____ SOUTH DAKOTA

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
1/27 03	Filed and Docketed;
1/29 03	Received Check;
1/30 03	Waiver Filing;
3/26 03	Surety Bond;
3/27 03	Tariff Revisions;
4/8 03	Order Granting COA;
4/8 03	Docket Closed.
5/1 03	Bond Rider

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January 24, 2003

RECEIVED

JAN 27 2003

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

VIA UPS OVERNIGHT

Pam Bonrud, Executive Director
Public Utilities Commission of South Dakota
500 East Capitol
Pierre, SD 57501

Re: In The Matter of the Application of Qwest LD Corp. d/b/a Qwest Long Distance for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota (TC 03-____)
Our File No. 2104.096

Dear Ms. Bonrud:

Please find enclosed for filing the original Application and Request for Authority together with a Request for Confidential Treatment regarding the confidential attachments.

Thank you.

Sincerely yours,

BOYCE, GREENFIELD, PASHBY & WELK, L.L.P.



Thomas J. Welk

TJW/vjj

Enclosures

cc: Tim Goodwin
John Owen
Colleen Sevold

RECEIVED

JAN 27 2003

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

In the Matter of the Application of
Qwest LD Corp. d/b/a Qwest Long Distance
for a Certificate of Authority To Provide
Interexchange Telecommunications Services
in South Dakota

TC 03-_____

APPLICATION AND REQUEST
FOR AUTHORITY

Application is made to the South Dakota Public Utilities Commission for a Certificate of Authority authorizing Qwest LD Corp. ("QLDC") d/b/a Qwest Long Distance to provide interexchange telecommunications services in South Dakota.

BACKGROUND

On October 25, 2001, Qwest Corporation filed with the South Dakota Public Utilities Commission ("Commission") a Petition for Commission Recommendation that the Federal Communications Commission Grant Qwest Corporation Entry in the In-Region InterLATA Market Under Section 271 of the Telecommunications Act of 1996.¹ As required by the Telecommunications Act, Qwest Corporation was required to show that, upon commencing in-region interLATA service, it will provide such service in accordance with the requirements of Section 272. Section 272 sets forth the structure and business relationship that Qwest Corporation must establish with the affiliate that will be providing interLATA services. When Qwest Corporation filed its Petition for Entry in South Dakota, the 272 affiliate was Qwest Communications Corporation.

On September 10, 2002, Qwest Communications International Inc., the parent entity of Qwest Corporation, announced the withdrawal of its pending 271 Application before the Federal Communications Commission to enter the long distance business in nine of Qwest Corporation's

in-region states.² Issues have risen as to the relevance of a pending restatement of past financial reports arising from transactions of Qwest Communications Corporation, the originally designated 272 affiliate. Although Qwest disagreed, some have expressed the view that Section 272 would require Qwest Communications Corporation to complete its restatement prior to its provision of long distance service even though the reasons for the restatement are transactions in the past, which have nothing to do with the underlying purpose of Section 272.³ In order to resolve this matter, Qwest created a new long-distance affiliate, Qwest LD Corp., which does not have the financial accounting issues that the FCC questioned. It is our intent to merge Qwest LD Corp. with Qwest Communications Corporation once the restatement issues have been resolved.

The following general information and exhibits are furnished in support of this Application and pursuant to ARSD 20:10:24:02:

1. QLDC's legal name, address of its principal office and telephone number are:

Qwest LD Corp. d/b/a Qwest Long Distance
930 15th Street, Suite 130
Denver, Colorado 80202
(303) 534-0214.

2. QLDC will be doing business as Qwest Long Distance.
3. QLDC is a privately held corporation, organized under the laws of the State of Delaware from September 11, 2002 to present. A copy of QLDC's Certificate of Incorporation is attached.

¹ *In the Matter of the Analysis of Qwest Corporation's Compliance with Section 271(c) of the Telecommunications Act of 1996*, Docket No. TC01-165 (October 25, 2001) (hereinafter "Petition for Entry").

² The nine states were Colorado, Idaho, Iowa, Nebraska, Montana, North Dakota, Utah, Washington, and Wyoming. Qwest subsequently re-filed its 271 Application with the FCC on September 30, 2002. On December 23, 2002, the FCC granted Qwest's 271 Application authorizing Qwest to provide long distance services for the nine states.

³ This Commission has expressed its agreement with Qwest that section 272 questions are interLATA issues that fall within the purview of the FCC and make it unnecessary for state commissions to conduct an evaluation of section 272 or Qwest's new affiliate. *In the Matter of the Analysis of Qwest Corporation's Compliance with Section 271(c) of the Telecommunications Act of 1996, Order Regarding Section 272*, Docket TC01-165 (November 22, 2002).

4. QLDC is a foreign corporation with authority to transact business in the State of South Dakota. QLDC's Certificate of Authority from the South Dakota Secretary of State is attached.

5. QLDC does not have an office in South Dakota. QLDC's registered agent in South Dakota is:

CT Corporation System
319 South Coteau Street
Pierre, SD 57501

6. None of QLDC's officers or directors have any direct ownership interest in QLDC. All QLDC stock is 100% owned by Qwest Services Corporation. QLDC is a wholly owned subsidiary of Qwest Services Corporation, which is a wholly owned subsidiary of Qwest Communications International Inc. ("QCII"), which is a publicly traded entity on the New York Stock Exchange.

7. QLDC proposes to be a resale interexchange carrier that will provide intrastate voice and data long-distance telecommunications services, operator services, directory assistance and 800 services. QLDC proposes offering these services in the State of South Dakota after it receives approval from the Federal Communications Commission for its Section 271 Application.

8. QLDC will provide such services within South Dakota through the resale of services or the leasing of facilities from others. Through these facilities, QLDC will provide a modern network for the intrastate and interstate transmission of voice and data telecommunications. QLDC intends to provide these services upon approval of this state's 271 Application before the Federal Communications Commission.

9. QLDC will provide its services on a statewide basis. Initially, QLDC's service offerings will be limited to the exchanges of Qwest Corporation.

10. QLDC submits that it has the financial competency to provide the proposed services in the state of South Dakota. As evidence of its financial competency to provide the proposed services, QLDC has provided audited financial statements as of October 31, 2002 and confidential treatment is requested pursuant to ARSD 20:10:01:41.

11. A copy of QLDC's South Dakota catalog pages is attached.

12. QLDC's customer complaints are to be addressed to:

Susan McKown
1801 California Street, Room 450
Denver, Colorado 80202
(303) 896-8152
(303) 965-5555 (fax)
uswpuc@qwest.com

13. Questions regarding QLDC customer billing and customer service matters should be addressed as follows:

Business customers:

If Qwest Corporation *is* your local provider: (800) 630-6000
If Qwest Corporation *is not* your local provider: (800) 860-1020

Residential customers:

If Qwest Corporation *is* your local provider: (800) 244-1111
If Qwest Corporation *is not* your local provider: (800) 860-2255

Residential primary interexchange carrier ("PIC") disputes: (800) 244-1111

14. QLDC is registered or certified to provide telecommunications services in the following jurisdictions:

- (a) Colorado: QLDC has authority to operate as a Toll Reseller and to provide emerging competitive telecommunications services (intraLATA toll, interLATA toll, and non-optional operator services);
- (b) Idaho: QLDC filed a Notice of Intent to Operate as an interexchange carrier of telecommunications services;

- (c) Iowa: QLDC is registered as an interexchange service provider and a provider of directory assistance and operator services;
- (d) Nebraska: QLDC has authority to operate as an interexchange carrier on a resale basis;
- (e) North Dakota: QLDC has authority to operate as an interexchange carrier on a resale basis;
- (f) Oregon: QLDC has authority to operate as a competitive provider of interexchange services (resale and facilities-based) and operator services;
- (g) Utah: QLDC filed a Letter of Notice that it would be a reseller of long-distance services;
- (h) Washington: QLDC is registered as a competitive telecommunications company authorized to be a reseller initially and eventually a facilities-based interexchange carrier that will provide intrastate and interstate voice and data long-distance services, operator services, directory assistance, 800 services, and private line for both residential and business customers; and
- (i) Wyoming: QLDC is registered as a interexchange telecommunications company.

15. QLDC has not been denied registration or certification in any state in which it has applied for authority to offer service.

16. QLDC is in good standing with the appropriate regulatory agencies in the states where it is registered or certificated to provide services.

17. QLDC has recently launched long distance in Colorado, Idaho, Iowa, Nebraska, North Dakota, Utah, Washington and Wyoming. The services and plans offered in those states will be the same or similar to those offered in South Dakota. Some prices may vary due to state requirements, but the goal is to have standard offerings across the states as much as possible. QLDC will be marketing its services through internal channels and through the use of third party vendors.

18. Cost support for rates shown in QLDC's (attached) catalog pages are not included with this Application because toll and operator services are fully competitive in South Dakota.

19. QLDC's federal tax identification number is: 48-1274847.

20. QLDC has had no complaints filed against it by any state or federal regulatory commission for the unauthorized switching of a customer's telecommunications provider nor the act of charging customers for services that have not been ordered.

21. QLDC submits that it has sufficient technical, financial and managerial capabilities to provide the interexchange services it intends to offer. The following is a list of the QLDC Officers and Directors:

Judith L. Brunsting
Director/Officer (President and Secretary)
930 15th Street, Suite 130
Denver, CO 80202

Barbara J. Kelley
Director/Officer (Director, Finance)
930 15th Street, Suite 130
Denver, CO 80202

Pamela J. Stegora-Axberg
Officer (Senior Vice President - Network Operations)
600 Stinson Blvd. #1N
Minneapolis, MN 55413

Kelly Carter
Officer (Vice President – Tax)
1801 California Street, Suite 2500
Denver, CO 80202.

A copy of the resume or biography for each of the above Officers and Directors is attached.

22. QLDC does not propose requiring advanced payments or deposits from its customers prior to receiving service. Advance payments or deposits may be required only in the event a customer's account becomes delinquent or other payment issues arise.

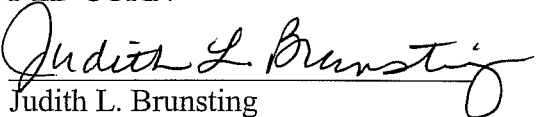
23. All questions concerning this Application should be directed to:

Tim Goodwin
Senior Attorney
Qwest Policy & Law
1801 California Street, Suite 4700
Denver, Colorado 80202
(303) 896-9874

Colleen Sevoid
Manager – Regulatory
Qwest Policy & Law
125 S. Dakota Avenue
Sioux Falls, South Dakota 57194
(605) 335-4596

Dated this 23rd day of January, 2003.

QWEST LD CORP.

By: 
Judith L. Brunsting
President & Secretary
Qwest LD Corp.
930 15th Street, Suite No. 130
Denver, CO 80202

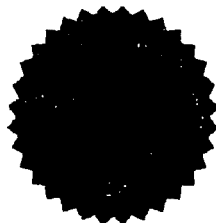
Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "QWEST LD CORP.", FILED IN THIS OFFICE ON THE ELEVENTH DAY OF SEPTEMBER, A.D. 2002, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1978032

DATE: 09-11-02

3567814 8100

020568120

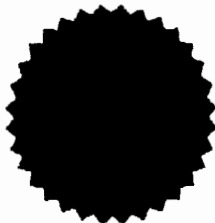
Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "QWEST LD CORP." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SIXTEENTH DAY OF SEPTEMBER, A.D. 2002.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE NOT BEEN ASSESSED TO DATE.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3567814 8300

AUTHENTICATION: 1984452

020575955

DATE: 09-16-02

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 09/11/2002
020568120 - 3567814

CERTIFICATE OF INCORPORATION

OF

QWEST LD CORP.

FIRST. The name of the corporation is: Qwest LD Corp.

SECOND. The name and address of the corporation's registered agent in the State of Delaware is: The Corporation Trust Company, 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801.

THIRD. The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH. The total number of shares of all classes of stock which the corporation shall have the authority to issue is one hundred (100) shares of Common Stock, each having a par value of \$.001.

FIFTH. The business and affairs of the corporation will be managed by and under the direction of the Board of Directors.

SIXTH. To the fullest extent permitted by the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended, a director of the corporation will not be liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. The liability of a director of the corporation to the corporation or its stockholders for monetary damages will be eliminated to the fullest extent permissible under applicable law in the event it is determined that Delaware law does not apply. The corporation is authorized to provide by bylaw, agreement or otherwise for indemnification of directors, officers, employees and agents for breach of duty to the corporation and its stockholders in excess of the indemnification otherwise permitted by applicable law. Any repeal or modification of this Article will not result in any liability for a director with respect to any action or omission occurring prior to such repeal or modification.

SEVENTH. The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute and by this Certificate of Incorporation, and all rights conferred upon stockholders herein are granted subject to this reservation.

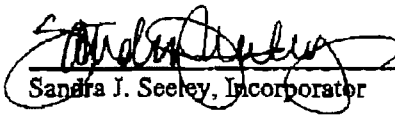
EIGHTH. In addition to the other powers expressly granted by statute, the Board of Directors of the corporation will have the power to adopt, repeal, alter or amend the bylaws of the corporation.

CCI:585027.1

TOTAL P.03

NINTH. The name and mailing address of the incorporator is: Sandra J. Seeley, c/o O'Melveny & Myers, 1999 Avenue of the Stars, 7th Floor, Los Angeles, California 90067.

I, THE UNDERSIGNED, being the incorporator hereinbefore named for the purpose of forming a corporation in pursuance of the General Corporation Law of the State of Delaware and the acts amendatory thereof and supplemental thereto, make and file this Certificate of Incorporation hereby declaring and certifying that the facts herein stated are true this 11th day of September, 2002.


Sandra J. Seeley, Incorporator

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

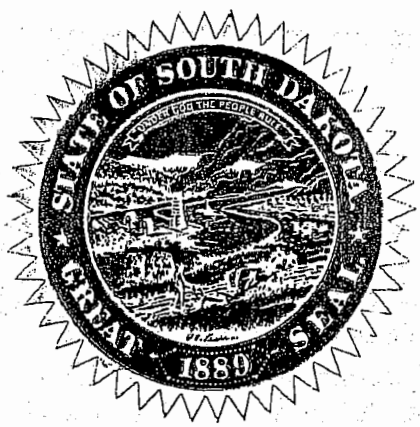
Certificate of Authority

ORGANIZATIONAL ID #: FB026609

I, **JOYCE HAZELTINE**, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of **QWEST LD CORP. (DE)** to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Corporation Acts, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I hereby issue this Certificate of Authority and attach hereto a duplicate of the application to transact business in this state.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this September 17, 2002.



Joyce Hazeltine
Secretary of State

0005346

10/17/02 11:04 AM

BIO OF JUDITH L. BRUNSTING

Judith Brunsting is responsible for implementing requirements and coordinating activities in compliance with Section 272 for Qwest LD Corp..

Ms. Brunsting has held positions in the Network, Public Policy, and Wholesale organizations within the former U S WEST Communications, Inc. In 1995, Ms. Brunsting was appointed Director, Regulatory, for Time Warner Communications, and was responsible for obtaining and maintaining state and federal certification. Ms. Brunsting assumed the position of Director, Regulatory, for U S WEST Long Distance, Inc. in 1997. The position transferred to Qwest Communications Corporation in March 2001 when QCC became a 272 Affiliate. Ms. Brunsting assumed the position with Qwest LD Corp. in September, 2002.

Ms. Brunsting is a graduate of Nettleton Business College with a degree in Accounting, and has more than 35 years' experience in the telecommunications industry with an emphasis in engineering, marketing, regulatory, and planning.

Ms. Brunsting is a graduate of Nettleton Business College with a degree in Accounting, and has more than 30 years' experience in the telecommunications industry with an emphasis in engineering, marketing, regulatory, and planning.

BARBARA J. KELLEY, CPA

13234 Columbine Circle
Thornton, Colorado 80241

Work: (303) 534-0263
Home: (303) 254-5964

Summary of Qualifications

- Diverse and extensive technical accounting and financial reporting and analysis experience in the telecommunications industry
- Outstanding interpersonal and project management skills
- Highly developed verbal and written communication skills
- Client focused, strategic thinker and business partner
- Reliable, responsible and efficient

Professional Experience

Qwest Communications International, Inc. (formerly U S WEST, Inc.)

September 2002 - Finance Director – Qwest LD Corp

Present

- Establish, implement and insure the on-going functioning of all accounting procedures and practices of newly incorporated long distance subsidiary.
- Responsible for monthly G/L close process, variance analysis, account reconciliations and financial reporting.
- Coordinated and managed financial statement audit.
- Interface with finance department in development of budgets and forecasts.

December 2000 - Accounting Manager – Qwestlink Division

August 2002

- Responsible for monthly G/L close process, monthly reporting package, monthly financial forecasts (and variance analysis) and the annual budget load.
- Provide financial and accounting guidance to product and operations support teams.
- Establish accounting policies and practices (e.g., inventory, revenue recognition, labor capitalization, bad debt).

March 2000 – Sr. Financial Analyst - !NTERPRISE Networking Services Division

November 2000

- Preparation of business case models and annual budgets for Internet Value Added and Access products and services to determine projected financial performance and assess product viability.
- Provide financial and business advice to product teams for the entire product life cycle.
- Provide on-going financial projections to Corporate Finance on a monthly and ad-hoc basis. Analyze variances to projections.

October 1998 – Group Accounting Manager - !NTERPRISE Networking Services Division

February 2000

- Responsible for monthly General Ledger close and financial consolidation, reporting and analysis to senior management.
- Coordination of annual operating budget, monthly forecasts and variance analysis.

- Recruited systems/database administrator to design an Access database to store financial information for analysis and reporting purposes.
- Recruited and supervised accounting staff of two senior financial analysts and seven budget analysts.

May 1997 –
October 1998

Manager – Technical Accounting

- Research and provide technical accounting expertise on specific issues to insure conformance with GAAP and FCC regulatory requirements.
- Partner with business and market units to determine proper accounting for strategic initiatives and transactions.
- Monitor developments of the SEC, FASB and AICPA and evaluate impacts of accounting rule changes to U S WEST Communications.

December 1995 -
April 1997

Manager – Corporate Accounting for U S WEST Communications, Inc.

- Planned, scheduled and managed monthly close process for entire Communications company.
- Prepared and analyzed consolidated financial statements and press releases.
- Supervise staff of four managers and seven administrative support people.
- Involved extensively in re-organization of departmental work design.

November 1989 -
November 1995

Manager – Regulatory Finance and Accounting

- Coordinated accounting issues in numerous general rate cases.
- Evaluated regulatory impacts of accounting rule changes.
- Prepared accounting testimony and exhibits.
- Prepared, reviewed and coordinated interrogatory responses.
- Participated in issue specific and overall strategic planning.

January 1986 -
October 1989

Assistant Manager – Finance and Corporate Accounting

- Assisted in the preparation of annual reporting and SEC forms 10-K and 10-Q.
- Served as interface to U S WEST Inc., external auditors and officers.
- Analyzed revenues and co-developed uncollectibles policy.

Arthur Young & Company

July 1984 –
December 1985

Staff Auditor

- Conducted financial statement audits.
- Reviewed and analyzed accounting systems and internal controls.
- Verified the accuracy and proper treatment of transactions and balances.

Education

University of Colorado – Boulder, Colorado.
B.S. Accounting/Information Systems
1984 – *Magna Cum Laude* (3.9/4.0)

Pamela Stegora Axberg

Senior Vice President – Qwest National Network Services

As senior vice president for Qwest's National Network Services organization, Pamela Stegora Axberg oversees the engineering and operations of Qwest's national voice, video, and data network. Her employees deliver a broad range of high-quality telecommunications services to customers outside Qwest's 14-state, local-service region. Stegora Axberg also oversees network reliability operations for the company's national network. In her role, she leads more than 3,000 employees.

A 17-year veteran of the telecommunications industry, Stegora Axberg has spent her career at Qwest – formerly U S WEST – holding numerous positions in network operations including data services, network planning, engineering, operations, and product development. Prior to assuming her current position in May 2002, Stegora Axberg was senior vice president over Qwest's Eastern Region operations delivering telecommunications services to customers in Iowa, Minnesota, Nebraska, North Dakota and South Dakota. During that same time, she also was in charge of Qwest's 14-state Network Reliability Operations Centers (NROCs). Before that, she led Central Office/Engineering Operations for Qwest's 14 local-service states.

During her career, Stegora Axberg has been recognized for her service achievements as a President's Club member in 1992 and 1997, and was awarded the President's Club Recognition Gold Medal in 1997. She co-chaired and served as the executive sponsor for the Technical Employee Career Board. She also chaired the Minnesota Pluralism Council and the Minnesota Chapter of U S WEST Women. Stegora Axberg is currently the Steering Committee Chair for the National Reliability and Interoperability Council (NRIC) VI.

Stegora Axberg earned a bachelor of science degree in mathematics from the College of St. Catherine and a master of business administration degree from the University of Minnesota. She, her husband and four children make their home in Minneapolis, Minnesota.

###

Kelly S. Carter
Vice President Finance
Qwest Services Corporation

PROFESSIONAL EXPERIENCE

Kelly S. Carter is Vice President and Assistant Treasurer for Qwest where he has led the tax department since January 1996. In this capacity, Kelly has overall responsibility for the global tax affairs of Qwest including U.S. federal taxation, international taxation, state and local taxation, property taxation, tax audits and controversy, and tax research and planning.

Prior to joining Qwest, Kelly was a senior manager with Coopers and Lybrand LLP where during his nine years he consulted with clients in the communications, retail, and manufacturing industries. Kelly also worked for IRECO Incorporated on accounting and systems applications.

EDUCATION

University of Denver - Master of Taxation

Utah State University - B.S. Accounting

PROFESSIONAL AND GUEST SPEAKING ENGAGEMENTS

- ◆ Colorado Society of Certified Public Accountants – International Taxation, November 19, 1992
- ◆ International Fiscal Association, Denver Chapter
 - ◆ Tax Aspects of International Joint Ventures, June 17, 1993
 - ◆ Current Events Update, February 17, 1994
- ◆ Coopers & Lybrand LLP –
 - ◆ Instructor Training, May 1993
 - ◆ Statement of Financial Accounting Standards 109 Accounting for Income Taxes, November 1993
 - ◆ Public Utility Taxation, October 1994
 - ◆ International Tax Update, March 19, 1992
- ◆ Tax Executives Institute, Denver Chapter – Federal Taxation, September 23, 1998
- ◆ Broadband Tax Institute – Telecommunications Tax Update, September 18, 2000
- ◆ KPMG Telecom Tax Vice President Forum – Monetizing Tax Attributes, February 8, 2001
- ◆ Ernst & Young Communications Tax Executive Conference – Telecommunications Taxation, July 20, 2001
- ◆ University of Denver – Tax Policy Guest Lecturer
- ◆ Metro State College Accounting Program – Tax Policy Guest Lecturer

**Qwest LD Corp.
Catalog No. 1**

State of South Dakota
Issued: {

TITLE PAGE
Release 1
Effective: }

CATALOG

Applying to the provision of

Interexchange Telecommunications Service

as provided by

Qwest LD Corp.

d/b/a Qwest Long Distance

in the State of

SOUTH DAKOTA

Qwest LD Corp.
Catalog No. 1

SECTION 1
Index Page 1
Release 1
Effective: }

State of South Dakota
Issued: {

1. APPLICATION AND REFERENCE

SUBJECT	PAGE
Application of Catalog.....	1
Explanation of Change Symbols.....	9
Catalog Format.....	7
Subject Index	5
Table of Contents.....	2
Trademarks, Service Marks and Trade Names	10

**Qwest LD Corp.
Catalog No. 1**

SECTION 1
Page 1
Release 1
Effective: }

State of South Dakota
Issued: {

1. APPLICATION AND REFERENCE

1.1 APPLICATION OF CATALOG

This Catalog contains the regulations and rates applicable to intrastate interexchange telecommunications services furnished by Qwest LD Corp. d/b/a Qwest Long Distance, hereinafter referred to as the Company, between and among points within the State of South Dakota. Such services are also available in conjunction with interstate telecommunications services.

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.
SD2003-001

State of South Dakota

Issued: {

1. APPLICATION AND REFERENCE

1.2 TABLE OF CONTENTS

	PAGE
SECTION 1. APPLICATION AND REFERENCE	
1.1 APPLICATION OF CATALOG	1
1.2 TABLE OF CONTENTS	2
1.3 SUBJECT INDEX	5
1.4 CATALOG FORMAT	7
1.4.1 LOCATION OF MATERIAL.....	7
1.4.2 OUTLINE STRUCTURE.....	7
1.4.3 RATE TABLES	8
1.5 EXPLANATION OF CHANGE SYMBOLS	9
1.6 TRADEMARKS, SERVICE MARKS AND TRADE NAMES	10

**SECTION 2. GENERAL REGULATIONS -
CONDITIONS OF OFFERING**

2.1 DEFINITION OF TERMS	1
2.2 ESTABLISHING AND FURNISHING SERVICE	6
2.2.1 UNDERTAKING OF THE COMPANY	6
2.2.2 LIMITATIONS.....	7
2.2.3 TERMS AND CONDITIONS.....	9
2.2.4 LIABILITY	11
2.2.5 CANCELLATION OF SERVICE BY A CUSTOMER.....	13
2.2.6 USE OF SERVICE	14
2.2.7 PAYMENT ARRANGEMENTS	14
2.2.8 CHANGE IN SERVICE ARRANGEMENT	18
2.2.9 RESTORATION OF SERVICE	18
2.2.10 INSPECTION.....	18
2.2.11 CANCELLATION FOR CAUSE BY THE COMPANY	18
2.2.12 TESTING AND ADJUSTMENTS.....	20
2.2.14 INTERCONNECTION WITH OTHER CARRIERS.....	21
2.2.15 ALLOWANCE FOR INTERRUPTIONS.....	22
2.3 SPECIAL TAXES, FEES, CHARGES.....	25

State of South Dakota
Issued: {

1. APPLICATION AND REFERENCE

1.2 TABLE OF CONTENTS (Cont'd)

	PAGE
SECTION 3. LONG DISTANCE SERVICE OFFERINGS	
3.1	GENERAL SERVICE DESCRIPTION..... 1
3.1.1	GENERAL DESCRIPTION OF SERVICES 1
3.1.2	DESCRIPTION OF CHARGES 2
3.2	CALLING PLANS..... 4
3.2.1	QWEST 10 CENT SINGLE RATE PLAN..... 4
3.2.2	<i>QWEST 5 CENT SAVER PLAN</i> 5
3.2.3	QWEST 7 CENT PREFERRED PLAN..... 6
3.2.4	<i>QWEST UNLIMITED LONG DISTANCE PLAN</i> 7
3.2.5	<i>QWEST PREFERRED UNLIMITED</i> 9
3.2.16	<i>QWEST LONG DISTANCE ADVANTAGE</i> 11
3.2.18	MANAGED LONG DISTANCE..... 14

State of South Dakota
Issued: {

1. APPLICATION AND REFERENCE

1.2 TABLE OF CONTENTS (Cont'd)

	PAGE
SECTION 6. OPERATOR SERVICES	
6.1 GENERAL.....	1
6.1.1 DEFINITIONS OF TERMS.....	2
6.1.2 TERMS AND CONDITIONS.....	5
6.1.3 RATES AND CHARGES.....	6
6.1.4 MISCELLANEOUS OPERATOR SERVICES CHARGES.....	7
6.2 OPERATOR SERVICES.....	8
6.2.7 BUSINESS/RESIDENTIAL SERVICE.....	8
SECTION 7. PROMOTIONS	
7.1 SPECIAL PROMOTIONS.....	1

State of South Dakota
Issued: {

1. APPLICATION AND REFERENCE

1.3 SUBJECT INDEX

	SECTION
Adjustment to Invoices	2
Advance Payments	2
Application and Reference	1
Application of this Document	1
Calling Plan Offerings	3
Cancellation of Service	2
Change in Service	2
Connection with other Carriers	2
Customer Responsibility	2
Definition of Terms	2
Deposits	2
Document Format	1
Establishing and Furnishing Service	2
Explanation of Abbreviations	1
Explanation of Change Symbols	1
General Regulations – Conditions of Offering	2
Inspection	2
Interest on Deposits	2
Interruptions	2

State of South Dakota
Issued: {

1. APPLICATION AND REFERENCE

1.3 SUBJECT INDEX (Cont'd)

	SECTION
Late Payment Charge	2
Liability of the Company	2
Limitations	2
Long Distance Service Offerings	3
Operator Services	6
Payment Arrangements	2
Payphone Surcharge	6
Restoration of Service	2
Special Promotions	7
Special Services	2
Special Taxes, Fees, Charges	2
Table of Contents	1
Testing of Facilities	2
Toll Free Service	3
Trademarks, Service Marks and Trade Names	1
Undertaking of the Company	2
Use of Service	2

State of South Dakota
Issued: {

1. APPLICATION AND REFERENCE

1.4 CATALOG FORMAT

1.4.1 LOCATION OF MATERIAL

- A. Section 1 provides the following for all of the sections in this Catalog.
- Subject Index - an alphabetical listing to find the desired section.
 - Table of Contents - a numerical listing to find the desired section and page.
- B. Each individual section in the Catalog provides a Subject Index for the material located within that section.
- C. Obsolete Service Offerings

Obsolete service offerings are identified in the Catalog by adding 100 to the current section number.

1.4.2 OUTLINE STRUCTURE

The Catalog uses nine levels of indentations known as Tariff Information Management (TIM) Codes, as outlined below:

LEVEL	APPLICATION	EXAMPLE
1	Section Heading	1. APPLICATION AND REFERENCE
2	Sub Heading	1.4 CATALOG FORMAT
3	Sub Heading	1.4.1 LOCATION OF MATERIAL
4	Sub Heading/Catalog Text	A. Text
5	Sub Heading/Catalog Text	1. Text
6	Sub Heading/Catalog Text	a. Text
7	Sub Heading/Catalog Text	(1) Text
8	Sub Heading/Catalog Text	(a) Text
9	Footnotes	[1] Text

NOTICE

1. APPLICATION AND REFERENCE

1.4 CATALOG FORMAT (Cont'd)

1.4.3 RATE TABLES

Within rate tables, four types of entries are allowed:

- Rate Amount

The rate amount indicates the dollar value associated with the service.

- A dash "-"

The dash indicates that there is no rate for the service or that a rate amount is not applicable under the specific column header.

- A footnote designator "[1]"

The footnote designator indicates that further information is contained in a footnote.

- ICB

The acronym "ICB" indicates that the product/service is rated on an individual case basis.

State of South Dakota
Issued: {

1. APPLICATION AND REFERENCE

1.5 EXPLANATION OF CHANGE SYMBOLS

SYMBOL	EXPLANATION
(C)	To signify changed regulation, term or condition
(D)	To signify discontinued material
(I)	To signify rate increase
(M)	To signify material moved from or to another part of the Catalog with no change, unless there is another change symbol present
(N)	To signify new material
(R)	To signify rate reduction
(T)	To signify a change in text but no change in rate, regulation, term or condition

NOTICE

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SD2003-001

State of South Dakota
Issued: {

1. APPLICATION AND REFERENCE

1.6 TRADEMARKS, SERVICE MARKS AND TRADE NAMES

Marks are identified in text throughout this document in all caps and italics, e.g., *QWEST 5 CENT SAVER PLAN*.

MARK	OWNER
QWEST®	Qwest Communications International Inc.
QWEST 5 CENT SAVER PLAN™	Qwest Communications International Inc.
QWEST LONG DISTANCE ADVANTAGE™	Qwest Communications International Inc.
QWEST PREFERRED UNLIMITED™	Qwest Communications International Inc.
QWEST UNLIMITED LONG DISTANCE PLAN™	Qwest Communications International Inc.

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.
SD2003-001

State of South Dakota
Issued: {

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

SUBJECT	PAGE
Adjustment to Invoices	16
Advance Payments	17
Allowance for Interruptions	22
Cancellation for Cause by the Company	18
Cancellation of Service by a Customer	13
Change in Service Arrangement	18
Definition of Terms	1
Deposits	17
Establishing and Furnishing Service	6
Inspection	18
Interconnection with Other Carriers	21
Interest on Deposits	17
Late Payment Charge	14
Liability	11
Limitations	7
Payment Arrangements	14
Restoration of Service	18
Returned Payment Charge	16
Special Taxes, Fee, Charges	25
Terms and Conditions	9
Testing and Adjustments	20
Undertaking of the Company	6
Use of Service	14

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS

Affiliate

Any entity (including any natural person or entity such as a corporation or partnership) controlling, under the control of or under common control with another entity.

Annual Period

The 12-month period commencing on the first day of the term and on each successive anniversary thereof.

Annual Revenue

The aggregate amount, prior to application of any discounts, charged by Qwest in an Annual Period.

Application for Service

A standard order form which includes all pertinent billing, technical, administrative, and other descriptive information which will enable the Company to provide telecommunications service to a customer.

Authorization Code

Unique numeric codes (usually consisting of five or more digits), which may be made available to customers and authorized users to identify themselves as being entitled to access and use the Company's services.

State of South Dakota
Issued: {

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS (Cont'd)

Authorized User

An individual, firm, corporation, or other entity authorized by the customer to utilize communications services provided by the Company.

Called Station

The terminating point to which a call is placed (also referred to as the terminating location).

Calling Station

The point from which a call is placed (also referred to as the originating location).

Company

Refers to Qwest LD Corp. d/b/a Qwest Long Distance.

State of South Dakota
Issued: {

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS (Cont'd)

Domestic Calls

Calls within the continental United States, to and from some regions of Hawaii, and to Alaska, Puerto Rico, Guam, US Virgin Islands and The Commonwealth of Northern Mariana Islands.

InterLATA

Communication between two different LATAs.

IntraLATA

Communication within a Local Access Transport Area (LATA).

Local Access and Transport Area (LATA)

A geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Access Provider

A local exchange carrier or other entity which furnishes interconnection facilities between the customer's premises and the Company's point of presence (POP) in a LATA.

Local Calling Area

That area throughout which an exchange service customer, at a given rate, may make calls without the payment of a toll charge. A local service area may be made up of one or more exchange areas.

State of South Dakota
Issued: {

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS (Cont'd)

Minimum Service Period

The minimum period of time during which the customer is obligated to pay for services provided by the Company.

Monthly Revenue

The aggregate amount, prior to the application of any discounts, charged by Qwest in a monthly period.

New Customer

Any person or entity that has not utilized any Qwest service in the prior 12-month period.

Premises

The space designated by a customer at its place or places of business for the provision of service.

Point of Presence (POP)

The Company's physical presence in a local calling area or LATA that is used for the purpose of transmitting telephone calls.

State of South Dakota
Issued: {

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS (Cont'd)

Presubscription

A service arrangement whereby the customer authorizes the local telephone company to route all interLATA and/or intraLATA calls to the Company.

Promotional Offerings

Discounts and/or other modifications to the Company's standard service offerings, which may be offered from time to time to the customers using a particular service. Special Promotional Offerings may be limited to certain dates, times, and locations.

Service Date

The date the customer begins to utilize the service or the date that the service is made available for use by the customer or its authorized users, whichever is sooner.

Switched Access

An access arrangement whereby the customer uses common lines by a local access provider to access Qwest's network.

Switched Access Termination

An access arrangement whereby the customer uses switched access to send or receive telephone calls using the Company's services.

Telecommunications

The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.
SD2003-001

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

These regulations are added to those pertaining to specific service items in other sections. Any change in rates or regulations approved by appropriate governmental authority modifies all service terms and conditions.

2.2.1 UNDERTAKING OF THE COMPANY

- A. The furnishing of the communications services under the terms of this Catalog will be provided by the Company alone, or in conjunction with services of other carriers. Service is available 24 hours per day, 7 days per week for the transmission of interLATA and intraLATA services.
- B. Service consists of the furnishing of transmission capabilities to customers, authorized users, and joint users for the placement and/or receipt of long distance calls between the locations specified herein. Such services are offered subject to the availability of the necessary facilities and equipment to provide the service.
- C. The Company, when acting at the customer's request and as its authorized agent, will make reasonable efforts to arrange for presubscription, interconnection, and other service requirements.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

2.2.2 LIMITATIONS

- A. Service is offered subject to the availability of facilities and the provisions of this Catalog.
- B. The Company reserves the right to refuse or discontinue furnishing services when necessitated by conditions beyond its control. Such conditions include, but are not limited to, a customer having call volume or calling patterns that result, or may result, in network blockage or other service degradation which adversely affects service or other customers of the Company.
- C. Service may be discontinued without notice to a customer by blocking traffic to certain cities or exchanges, or by blocking calls using certain authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its services.
- D. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- E. A customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the customer without the prior written consent and approval of the Company.

State of South Dakota
Issued: {

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.2 LIMITATIONS (Cont'd)

- F. The customer shall not use, nor permit others to use, the service in a manner that could interfere with services provided to others, that could harm the facilities of the Company or others, or that is not consistent with any applicable law or regulation.
- G. The provision of service will not create a partnership or joint venture between the Company and the customer nor result in joint service offerings to their respective authorized users.
- H. Neither the Services provided pursuant to this Catalog, nor the customer's obligations hereunder, may be assigned or otherwise transferred without the prior written consent of the Company.
- I. The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for telephone service previously furnished, until the indebtedness is satisfied.

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.
SD2003-001

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

2.2.3 TERMS AND CONDITIONS

- A. Service is provided on a monthly basis, 24 hours per day as described herein. For the purpose of computing charges in this Catalog, a month is considered to have 30 days.
- B. The customer shall at all times comply with all applicable federal, state, and local statutes, ordinances, regulations, and orders of any commission or other governmental body. All customers are responsible for taking all the necessary legal steps for interconnecting their terminal equipment or communications systems with the Company facilities or services and shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- C. Except as otherwise provided in this Catalog, service is provided and billed on the basis of one month, beginning on the Service Date and continuing until the expiration of the Minimum Service Period, or until service is otherwise cancelled. The customer shall accept and pay for each service for the Minimum Service Period. Upon expiration of the Minimum Service Period, services shall be automatically extended on a month-to-month basis unless the customer terminates service.
- D. The customer agrees to operate Company-provided equipment in accordance with the instructions of the Company or its authorized agent. Failure to do so will void any Company liability for interruption of service and may cause the customer to be responsible for damages to equipment pursuant to this Catalog.
- E. The customer agrees to return all Company-provided equipment to the Company within five days of termination of service in connection with which the equipment was used. Equipment shall be in the same condition as when delivered to the customer, normal wear and tear only excepted. The customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to the customer's failure to comply with this provision.

State of South Dakota
Issued: {

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.3 TERMS AND CONDITIONS (Cont'd)

- F. The Company reserves the right of entrance for its employees, agents, or contractors to the premises of the customer, at any reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of service removing the Company's equipment. The customer shall be responsible for making any necessary arrangements for the Company's entrance to the customer's premises.
- G. In the event the Company files suit or retains an attorney to enforce the terms of this Catalog, the Company shall be entitled to recover, in addition to any other remedies, all attorneys' fees for in house and outside counsel, court costs, costs of investigation and any other related expenses in connection therewith.
- H. The remedies set forth herein shall not be exclusive and the Company at all times shall be entitled to all rights available to it under either law or equity.
- I. Except as otherwise provided herein, or as specified in writing by the party entitled to receive service, notices from the Company may be given orally or in writing to the person(s) whose names appear on the executed Application for Service.

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.
SD2003-001

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

2.2.4 LIABILITY

- A. The Company shall not be liable to customer or any other person, firm, entity, for any failure to perform its obligations under this Catalog due to any cause or causes beyond its reasonable control, as determined by the Company.
- B. The Company is not liable for any act or omission of the customer, authorized user, or any other company or companies furnishing a portion of the service. In no event shall the Company or any of its affiliates be liable for claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, addition, or defect in any service, facility or transmission of any person or entity furnishing any portion of the service, facilities, or equipment associated with the service or for damages caused by services, facilities, or equipment furnished by such person or entity.
- C. The Company shall be indemnified and held harmless by the customer against any claim or loss, expense or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion of privacy, infringement of a copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary right, or any other injury to any person, property, or entity arising out of the material, data, information, or other content revealed to, used, or transmitted by the Company.
- D. The Company shall not be liable for any defacement of or damages to the premises of a customer or authorized user resulting from the furnishing of service, which is not the direct result of the Company's negligence.
- E. The Company is not liable for any defacement of or damage to the premises of a customer resulting from the furnishing of services or the attachment of instruments, apparatus, and associated wiring furnished by the Company on such customer's premises or by the installation or removal thereof, when such defacement or damage is not the direct result of the Company's negligence.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.4 LIABILITY (Cont'd)

- F. The Company does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. Customers and authorized users indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any party or persons, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer, authorized user, or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such equipment so used.
- G. In no event shall the Company or any of its affiliates be liable to a customer, its customers or any of their affiliates under this Catalog for any loss of profit or revenue or for any incidental, consequential, indirect, punitive or similar or additional damages incurred or suffered as a result of incorrect or defective transmissions, or any direct or indirect consequences thereof, while using the services, performance, non-performance, termination, breach, or other action or inaction, on the part of the Company, under this Catalog, even if the customer advises the Company of the foreseeability, possibility, likelihood, probability or certainty of such loss or damage.
- H. The customer shall indemnify and hold harmless the Company, its directors, officers, employees, and agents, successors, and assigns, from all damages, costs, expenses and liabilities, including all attorneys' fees and disbursements, sustained by the Company in any action commenced by any third party and arising in connection with the customer's performance of its obligations and duties under this Catalog; and the customer shall indemnify and hold the Company harmless from and against any and all claims arising from or relating to the Company's provision of facilities or services to customer under this Catalog.

State of South Dakota
Issued: {

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.4 LIABILITY (Cont'd)

- I. The Company's liability for damages arising out of any additions, omissions, interruptions, delays, mistakes, errors, or defects in the transmission occurring in the course of furnishing the service or facilities, shall in no event exceed an amount that is equivalent to the proportionate charge for the period of service during which the fault in transmission occurs.
- J. In no event shall the Company or any of its affiliates be liable to the customer, its customers or any of their affiliates under this Catalog for damages to the customer's supplier's interconnection facilities resulting from the furnishing of services, including the installation and removal of equipment and associated wiring.
- K. In no event shall the Company or any of its affiliates be liable to the customer, its customers or any of their affiliates under this Catalog for any act or omission of any other entity furnishing a portion of the service, facilities or equipment associated with the service or for damages caused by services, facilities or equipment furnished by such entity.
- L. The Company shall be entitled to take, and shall have no liability whatsoever for any action as deemed necessary or appropriate by the Company to bring the services or its practices into conformity with any rules, regulations, orders, decisions, or directives of the Federal Communications Commission or other governmental agency. The customer shall cooperate fully with the Company and take all actions, as may be requested by the Company, to comply with any such rules, regulations, orders, decisions or directives.

2.2.5 CANCELLATION OF SERVICE BY A CUSTOMER

A customer may discontinue service, either in part or in its entirety, provided that the customer has fulfilled all Minimum Service Period obligations.

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.
SD2003-001

State of South Dakota
Issued: {

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

2.2.6 USE OF SERVICE

- A. The Company's services may not be used for the unlawful or unauthorized provision of telecommunications services.
- B. Service furnished by the Company may be used for one or more of the following:
- For the transmission of communications by the customer;
 - For the transmission of communications by an authorized user as defined herein;
or
 - For the transmission of communications to or from a customer of another common carrier, which has subscribed to the Company's communications services.
- C. The customer shall not use nor permit others to use the service in a manner that could impede or interfere with the services provided to others, that could harm the facilities of the Company or others, or that is inconsistent with any applicable law or regulations.
- D. No person, firm, corporation, agency, customer, authorized user or other entity shall resell nor permit others to resell the Company's services without the prior written consent of the Company.

2.2.7 PAYMENT ARRANGEMENTS

- A. The customer is responsible for payment of all charges for services furnished to the customer and/or authorized users. This responsibility is not changed by virtue of any use, misuse, or abuse of the customer's service or customer-provided equipment or facilities by third parties, including, without limitation, the customer's employees or the public.
- B. Billing will be payable upon receipt. Amounts greater than \$15.00 not paid within 30 days after the invoice is rendered will be considered past due. A late payment charge at the rate of 1.5% or \$1.00, whichever is greater, applies to all amounts previously billed on the customer's bills that remain unpaid at the time the next bill is prepared. When billing is provided by a local exchange company on behalf of the Company, the local exchange company's late payment charge applies to all past due amounts, if applicable.

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.
SD2003-001

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.7 PAYMENT ARRANGEMENTS (Cont'd)

- C. Usage charges are billed after each usage cycle. In the event that the Company's usage recording system fails or is otherwise unavailable for all or part of any billing period, the Company shall be entitled to make a reasonable estimate of customer's usage of services in the period in question for billing purposes.
- D. Nonrecurring charges are payable when the service for which they are specified has been ordered. If an entity other than the Company (e.g., another carrier or supplier) imposes or will impose charges on the Company in connection with an ordered service, those costs will also be charged to the customer.
- E. If an entity other than the Company (e.g., another carrier or supplier) imposes charges on the Company in connection with the provision of any aspect of the service, the customer shall pay all such charges, either directly to the local access provider or to the Company. The Company, at its sole discretion, reserves the right to reimburse or waive such charges.
- F. All stated charges in this Catalog are computed by the Company exclusive of any federal, state, local, use, excise, gross receipts, sales or privilege taxes, duties, fees or similar liabilities. Such taxes, fees, etc., shall be paid by the customer.

State of South Dakota
Issued: {

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.7 PAYMENT ARRANGEMENTS (Cont'd)

- G. Any objections to billed charges must be promptly reported to the Company. If notice of a dispute of charges is not received by the Company within 60 days after an invoice is rendered, such invoice may be deemed to be correct and binding. Adjustments to invoices shall be made to the extent that circumstances exist which reasonably indicate that such charges are inappropriate.
- H. In the event the Company incurs fees or expenses in collecting, or attempting to collect any charges owed the Company, or to otherwise enforce the provisions in this Catalog, the customer will be liable to the Company for the payment of all such fees and expenses. Such fees and expenses may include, but are not limited to, attorney's fees, court and other costs, costs of investigation, and any other related expenses in connection therewith.
- I. Payment of bills for service may be made by any means mutually acceptable to the customer and the Company. Payment which is not honored or paid by the customer's designated financial institution will be considered as nonpayment. A charge will apply whenever a payment for service on an active account is not accepted by the customer's designated financial institution. When billing is provided by a local exchange company on behalf of the Company, the local exchange company's return payment charge applies.

CHARGE

- Returned Payment Charge, per occasion \$10.00

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.
SD2003-001

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.7 PAYMENT ARRANGEMENTS (Cont'd)

- J. If a check, draft, or other payment instrument remitted by a customer or authorized user is dishonored more than once during a 12-month period, the Company may refuse acceptance of further such payment methods and place the debtor on a cash basis. Under a cash basis, the Company may require payment in the form of U.S. currency, money orders, or an instrument that is guaranteed or issued by a third party that is acceptable to the Company.
- K. The applicant or customer may be required to make a deposit to be held as a guarantee for the payment of charges for services furnished. When service is terminated, the amount of the deposit, with interest, will be applied to any indebtedness to the Company. A deposit will be refunded or credited to the customer's account after 12 months if the customer has not been delinquent in payment. The deposit will bear simple interest at the rate of 7%, on the actual amount on deposit with the Company. When billing is provided by a local exchange company on behalf of the Company, the local exchange company's deposit policy applies.
- L. In the event that a customer's account becomes delinquent, the Company may require the prepayment of additional months of actual or estimated recurring and/or nonrecurring charges for the services ordered hereunder as a condition of the continued provision of all such services. The Company also reserves the right to eliminate or otherwise modify any discounts applicable to any service being supplied to the customer under such circumstances.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

2.2.8 CHANGE IN SERVICE ARRANGEMENT

When a change in service arrangement involves the use of facilities or services furnished by the Company, installation charges do not apply to the facilities or services continued in use. The Minimum Service Period for the facilities or services continued in use is determined by the date of the initial acceptance thereof.

2.2.9 RESTORATION OF SERVICE

The use and restoration of service provided in emergency situations shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

2.2.10 INSPECTION

The Company, or its authorized agents, may, upon reasonable notice, make such tests and inspections as may be necessary to determine that the premises are in compliance with the terms and conditions of this Catalog, and with installation, operational, or maintenance specifications of the Company. If requirements are not met, the Company may interrupt the service at any time, without penalty to the Company.

2.2.11 CANCELLATION FOR CAUSE BY THE COMPANY

- A. The Company may immediately discontinue the furnishing of services to a customer, without incurring any liability, upon a violation of any of the provisions governing the furnishing of service under this Catalog or any applicable laws, rules or regulations, or upon non-payment of any sum owed to the Company.
- B. The Company may immediately discontinue the furnishing of services to a customer without incurring any liability, if the Company determines that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities, or services.
- C. The Company may immediately discontinue the furnishing of services to a customer, without incurring any liability, if the customer:
 - Refuses to furnish information regarding the customer's credit-worthiness, its past or current use of common carrier services, or its planned use of services; or
 - Provides false information pertaining to its credit-worthiness, its past or current use of common carrier services, or its planned use of services.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.11 CANCELLATION FOR CAUSE BY THE COMPANY (Cont'd)

- D. The Company may immediately discontinue the furnishing of services to a customer, without incurring any liability, if the customer uses, or attempts to use, service with the intent to avoid payment, either in whole or in part, by rearranging, tampering with, or making connections to the Company's service which is not authorized by this Catalog or by using tricks, schemes, false or invalid accounts numbers, false credit devices, electronic devices, or any other fraudulent means or devices.
- E. The Company may immediately discontinue the furnishing of services to a customer upon written notice, without incurring any liability, if a voluntary or involuntary proceeding is commenced by or against the customer in any jurisdiction seeking liquidation, reorganization or other relief under any bankruptcy or similar law; or if the customer makes an assignment for the benefit of creditors which is not dismissed within 60 calendar days of filing; or the customer generally does not pay, or is not able to pay their debts as they become due.
- F. The Company may immediately discontinue the furnishing of services to a customer upon at least five days written notice, without incurring any liability, if the customer fails to perform or observe any regulation or obligation set forth under this Catalog and any such failure remains unremedied after receipt of a notice from the Company informing the customer of such failure.
- G. Discontinuance of services by the Company pursuant to this section shall not relieve the customer of any Minimum Service Period obligations or any other obligation to pay the Company for charges due and owing for facilities and/or services furnished up to the time of discontinuance.
- H. The remedies set forth herein shall not be exclusive and the Company at all times shall be entitled to all rights available to it under either law or equity.

State of South Dakota
Issued: {

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

2.2.12 TESTING AND ADJUSTMENTS

Upon reasonable notice, the facilities, equipment, and/or services provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

2.2.14 INTERCONNECTION WITH OTHER CARRIERS

- A. Service furnished by the Company may be connected with services or facilities of another participating carrier, authorized user, or joint user. Such interconnection may be made at a Company terminal or entrance facility, at a terminal of another carrier, or at the premises of a customer or an authorized user. Service furnished by the Company is not part of a joint undertaking with such other carriers.
- B. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of the Company and other carriers shall be provided at the customer's expense. Upon written request and acting as his authorized agent, the Company will use its best efforts to make the necessary arrangements for such interconnection.
- C. Service furnished by the Company may be interconnected with the facilities or services of another carrier under the terms and conditions of tariffs applicable to such connections. Service may not be arranged for resale by any customer, user, or other entity, without the prior written consent of the Company.
- D. The Company may order interconnection facilities and/or initiate the presubscription process on behalf of a customer if the customer furnishes the Company with a Letter of Agency. The customer's use of interconnection facilities shall conform to the regulations, terms, and conditions under which the carrier provides such access. The customer shall bear the ultimate responsibility for all aspects of the local interconnection facility including, but not limited to, ordering, testing, installation, maintenance, use, and payment of such facilities.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

2.2.15 ALLOWANCE FOR INTERRUPTIONS

- A. The customer may be eligible for an Allowance for Interruption in service, subject to the following conditions:
1. A Service Interruption shall be deemed to have commenced upon verifiable notification thereof by the customer to the Company, or when indicated by network control information actually known to the Company's personnel, whichever is earlier. Each such interruption shall terminate upon restoration of the affected service, as determined by the Company.
 2. An Allowance for Interruption shall be granted only for Service Interruptions resulting from the unavailability of the circuits arranged by the Company to the customer and shall not be granted if the interruption of any service is due to an outage or other defect occurring in the facilities furnished by any other carrier.
 3. An interruption period begins when the customer reports to the Company that the service has been interrupted and releases it for testing and repair. An interruption period ends when the service is restored. If the customer reports the service to be inoperative but declines to release it for testing and repair, the service is deemed to be impaired, but not interrupted.
 4. If the customer elects to use the services of another carrier after any of the above interruptions, or during a period when the customer is unable to place a call using the Company's services, the customer shall pay the charges for the alternative service used.

State of South Dakota
Issued: {

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.15 ALLOWANCE FOR INTERRUPTIONS

A. (Cont'd)

5. For services that are subject to a monthly recurring charge, allowances for interruptions will be determined as follows:
 - a. When service is interrupted for a period of less than two hours, no credit allowance will be given.
 - b. When the service is interrupted for a period of 2 to 24 hours, the amount of the credit allowance shall not exceed 1/30 of the monthly recurring charge or charges for the circuit.
 - c. When the service is interrupted for a period over 24 hours, the amount of the credit allowance shall not exceed 1/30 of the monthly recurring charge or charges for the circuit multiplied by the number of 24 hour periods during which the service was interrupted.
6. Allowances for Interruptions shall be included in a subsequent monthly invoice. The amount of the credit allowance shall be determined by the Company and shall not exceed an amount equivalent to the proportionate charge for the period during which the service is interrupted. In no event shall usage charges be eligible for Allowances for Interruptions.

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.
SD2003-001

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.15 ALLOWANCE FOR INTERRUPTIONS

A. (Cont'd)

7. Allowances for Interruptions shall be granted upon a customer's request and at the Company's sole discretion. No credit allowances shall be made for:
 - a. Interruptions that are caused by the negligence of the customer or others authorized by the customer to use the customer's service.
 - b. Interruptions that are due to the failure of power, equipment, systems, or services not provided by the Company.
 - c. Interruptions during any period during which the Company or its agents are not afforded access to the premises where access lines associated with the customer's service are located.
 - d. Interruptions during any period when the customer or user has released the service to the Company for maintenance, rearrangement, or the implementation of a customer order.
 - e. Interruptions during any period when the customer or user has refused to release the service for testing or repair.
 - f. Interruptions during any period when the non-completion of calls is due to network busy conditions.
 - g. Interruptions not promptly reported to the Company.

State of South Dakota
Issued: {

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.3 SPECIAL TAXES, FEES, CHARGES

Insofar as practicable, any sales, use, privilege, excise, franchise or occupation tax, costs of furnishing service without charge or similar taxes or impositions now or hereafter levied by the Federal, State, or Local government or any political subdivision or taxing authority thereof may be billed by the Company to its exchange customers on a pro rata basis in the areas wherein such taxes, impositions or other charges shall be levied against the Company.

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.
SD2003-001

Qwest LD Corp.
Catalog No. 1

SECTION 3
Index Page 1
Release 1
Effective: }

State of South Dakota
Issued: {

3. LONG DISTANCE SERVICE OFFERINGS

SUBJECT	PAGE
General Service Description	1
Managed Long Distance	14
<i>QWEST 5 CENT SAVER PLAN</i>	5
Qwest 7 Cent Preferred Plan	6
Qwest 10 Cent Single Rate Plan	4
<i>QWEST LONG DISTANCE ADVANTAGE</i>	11
<i>QWEST PREFERRED UNLIMITED</i>	9
<i>QWEST UNLIMITED LONG DISTANCE PLAN</i>	7

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.
SD2003-001

3. LONG DISTANCE SERVICE OFFERINGS

3.1 GENERAL SERVICE DESCRIPTION

3.1.1 GENERAL DESCRIPTION OF SERVICES

- A. The service enables customers to place long distance telephone calls within the State of South Dakota. Unless otherwise expressly stated, all service descriptions and rates apply only to 1+ dialed plan rates, made from presubscribed lines. The rates may not apply to calling card calls, collect, third number billed or other billing methods, unless expressly so stated.
- B. Services are provided on a full-time monthly basis and are available in all Qwest exchanges, subject to the availability of facilities and/or equipment. The Company reserves the right to refuse to provide service where facilities or equipment are not available or in circumstances where it is not economically feasible.
- C. Total monthly charges for use of the Company's facilities are based upon the total time the customer utilizes such facilities, unless otherwise specified herein. Intrastate and/or intraLATA usage charges, as well as other charges, discounts, and/or features, are applicable to each individual service option.
- D. Rates and charges, excluding special taxes, fees and surcharges for service vary depending upon the option selected by the customer. Certain service offerings may involve one or more of the following: a monthly recurring charge, a minimum monthly charge for Instate and/or IntraLATA usage, charges for installation, special features, and/or charges for administrative or physical changes to a service. At additional cost, certain service options offer a customer the ability to identify individual users and allocate the cost of their long distance service through the use of accounting codes.
- E. Services are also governed by the terms and conditions contained in the Company's Rates and Services Schedule Interstate/International No.1.
- F. Residential plans are available to all residential customers who have no more than five lines at a single location.
- G. Calling plans are available on a full-time basis, 24 hours a day, 7 days a week.

NOTICE

3. LONG DISTANCE SERVICE OFFERINGS

3.1 GENERAL SERVICE DESCRIPTION (Cont'd)

3.1.2 DESCRIPTION OF CHARGES

A. Usage Charges

- Usage charges vary depending upon a combination of factors including; the time of day a call is placed, the distance between the calling and the called party, the duration of the call, and the network facilities over which the call was placed. Calls beginning in one rate period and ending in another will be billed at the rate applicable to each portion of the call.
- Chargeable time begins when the Company receives signaling to detect that the network connection between the calling party and the called party has been established. Chargeable time ends when either party "hangs up" thereby releasing the network connection. Unless otherwise specified, residential calls are measured and billed for an initial period of 60 seconds and timed in 60-second increments. Fractional minutes of use are rounded up to the next full minute.
- Unless otherwise specified, business calls are measured and billed for an initial period of 30 seconds and timed in 6-second increments for usage over 30 seconds. The call rating is rounded to the nearest full cent. Rate quotes are provided in 60 second increments.

B. Monthly Recurring Charges

Monthly Recurring Charges are fixed fees applicable to certain service offerings set forth herein. Such charges vary depending upon the physical requirements of the customer and the characteristics of the service arrangement utilized by the customer. Monthly recurring charges for dedicated access arrangements may include an amount charged by a local access provider. Customers may elect to be billed directly for local access facilities.

NOTICE

3. LONG DISTANCE SERVICE OFFERINGS

3.1 GENERAL SERVICE DESCRIPTION

3.1.2 DESCRIPTION OF CHARGES (Cont'd)

C. Volume Discounts

Customers whose total monthly usage equals or exceeds a minimum level may be eligible for a volume discount. The amount of the discount is generally based upon the customer's total monthly usage charges for all services; such usage may be measured for each rate period over all access lines in a service group. The Company reserves the right to discontinue Volume Discounts to customers who are delinquent in payment for services provided by the Company. Volume discounts are not applicable to monthly recurring charges, installation charges, fees for special features and functions, administrative or physical change charges, or minimum monthly usage charges.

D. Minimum Monthly Usage Charges

Customers may be required to maintain a minimum usage level in order to receive discounted rates and charges. Unless otherwise specified, minimum usage charges are billed in advance and are not subject to volume or time-of-day discounts.

E. Installation Charges

Installation charges are applicable to certain service options requiring the physical connection of lines, ports, equipment, or other facilities. Such charges may also be assessed for changes in the service arrangement for the addition or adjustment to lines, ports, equipment, or other facility necessary to provide the service required by the customer.

F. A Payphone Surcharge will apply to calls that originate from any payphone. The appropriate service charge listed in 6.1.4, following, applies.

G. Operator Services from business and residential locations, which presubscribe to one of Qwest's 1+ dialed services, are listed in 6.2.7, following.

NOTICE

State of South Dakota
Issued: {

3. LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS

3.2.1 QWEST 10 CENT SINGLE RATE PLAN

A. Description

The Qwest 10 Cent Single Rate Plan offering will allow a residential customer to complete calls between any two points within the state.

B. Terms and Conditions

1. This plan is provided in conjunction with interstate Qwest 10 Cent Single Rate Plan.
2. Qwest 10 Cent Single Rate Plan is only available when the customer subscribes to a Qwest Corporation local exchange access line.

C. Rates and Charges

	INTERLATA RATE	INTRALATA RATE
• All Time Periods		
- Per Minute	\$0.10	\$0.10
	MONTHLY RATE	
• Monthly Fee		
- Per Line	—	

3. LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS (Cont'd)

3.2.2 *QWEST 5 CENT SAVER PLAN*

A. Description

The *QWEST 5 CENT SAVER PLAN* offering will allow a residential customer to complete calls between any two points within the state. The *QWEST 5 CENT SAVER PLAN* offering provides the customer with lower per minute rates for committing to a minimum usage per month.

B. Terms and Conditions

1. This plan is provided in conjunction with interstate *QWEST 5 CENT SAVER PLAN*.
2. If the customer's invoiced usage charges are less than the required minimum monthly usage commitment, the customer will be billed and required to pay a short fall charge equal to the difference between the monthly commitment and the actual amount billed. All customer lines on the plan contribute to the usage requirement.
3. *QWEST 5 CENT SAVER PLAN* is only available when the customer subscribes to a Retail Qwest Corporation local exchange access line.

C. Rates and Charges

	INTERLATA RATE	INTRALATA RATE
• All Time Periods		
- Per Minute	\$0.10	\$0.10
	USAGE REQUIREMENT	
• Minimum Usage Requirement	\$10.00	
	MONTHLY RATE	
• Monthly Fee		
- Per Line		--

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.
SD2003-001

3. LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS (Cont'd)

3.2.3 QWEST 7 CENT PREFERRED PLAN

A. Description

The Qwest 7 Cent Preferred Plan offering will allow a residential customer to complete calls between any two points within the state. The Qwest 7 Cent Preferred Plan offering provides the customer with lower per minute rates where the customer has subscribed to qualifying Qwest Corporation packaged products and services.

B. Terms and Conditions

1. This plan is provided in conjunction with interstate Qwest 7 Cent Preferred Plan.
2. This plan is only available when the customer has subscribed to a Retail Qwest Corporation local exchange access line package.

C. Rates and Charges

INTERLATA RATE INTRALATA RATE

- | | | |
|--------------------|--------|--------|
| • All Time Periods | | |
| - Per Minute | \$0.10 | \$0.10 |

MONTHLY RATE

- | | | |
|---------------|--|---|
| • Monthly Fee | | |
| - Per Line | | — |

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.
SD2003-001

3. LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS (Cont'd)

3.2.4 *QWEST UNLIMITED LONG DISTANCE PLAN*

A. General Description

The *QWEST UNLIMITED LONG DISTANCE PLAN* offering will allow a residential customer to complete voice calls between any two points within the state. The *QWEST UNLIMITED LONG DISTANCE PLAN* offering provides the customer with all of their domestic 1+ dialed interstate, interLATA and intraLATA calls for a monthly fee.

B. Terms and Conditions

1. This plan is provided in conjunction with interstate *QWEST UNLIMITED LONG DISTANCE PLAN*.
2. The *QWEST UNLIMITED LONG DISTANCE PLAN* is available to all residential customers who subscribe to a Retail Qwest Corporation local exchange access line. The *QWEST UNLIMITED LONG DISTANCE PLAN* is only available on an intrastate basis when the customer has subscribed to the interstate *QWEST UNLIMITED LONG DISTANCE PLAN*.
3. The monthly fee will be billed, in advance, and will apply beginning with the customer's first invoice after ordering the *QWEST UNLIMITED LONG DISTANCE PLAN*.
4. The *QWEST UNLIMITED LONG DISTANCE PLAN* does not permit the customer to make business calls.
5. The Company may monitor the customer's usage to ensure that the customer's use of the *QWEST UNLIMITED LONG DISTANCE PLAN* is consistent with the applicable restrictions and limitations. If the Company has any reason to believe that the customer's usage is not consistent with the applicable restrictions, the Company may terminate the *QWEST UNLIMITED LONG DISTANCE PLAN*, immediately upon notifying the customer, and convert the customer to another usage sensitive plan of the customer's choice.
6. If the customer's usage exceeds 5,000 Minutes Of Use in any month, the customer shall be presumed to be in violation of the applicable restrictions and it shall be the responsibility of the customer to demonstrate to the Company that the customer's use was not a violation of any of the restrictions.

State of South Dakota
Issued: {

3. LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS

3.2.4 QWEST UNLIMITED LONG DISTANCE PLAN

B. Terms and Conditions (Cont'd)

7. The Company may take any other action permitted by this Catalog and applicable laws and regulations where misuse, abuse, improper use or a violation hereof is detected.
8. Call detail is not provided unless specifically requested by the customer in writing. Provision of call detail may be subject to a separate charge.

C. Rates and Charges

INTERLATA RATE INTRALATA RATE

- All Time Periods
- Per Minute

— —

MONTHLY RATE

- Monthly Fee
- Per Line
- With Call Detail

\$34.95
34.95

NOTICE

3. LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS (Cont'd)

3.2.5 *QWEST PREFERRED UNLIMITED*

A. General Description

The *QWEST PREFERRED UNLIMITED* offering will allow a residential customer to complete voice calls between any two points within the state. *QWEST PREFERRED UNLIMITED* provides the customer with all of their domestic 1+ dialed interstate, interLATA and intraLATA calls for a monthly fee.

B. Terms and Conditions

1. This plan is provided in conjunction with interstate *QWEST PREFERRED UNLIMITED*.
2. The *QWEST PREFERRED UNLIMITED* plan is only available to Qwest local residential customers that have subscribed to various qualifying Retail Qwest Corporation package of products and services. *QWEST PREFERRED UNLIMITED* is only available on an intrastate basis when the customer has subscribed to the interstate *QWEST PREFERRED UNLIMITED* plan.
3. The monthly fee will be billed, in advance, and will apply beginning with the customer's first invoice after ordering the *QWEST PREFERRED UNLIMITED*.
4. The *QWEST PREFERRED UNLIMITED* plan does not permit the customer to make business calls.
5. The Company may monitor the customer's usage to ensure that the customer's use of the *QWEST PREFERRED UNLIMITED* plan is consistent with the applicable restrictions and limitations. If the Company has any reason to believe that the customer's usage is not consistent with the applicable restrictions, the Company may terminate *QWEST PREFERRED UNLIMITED*, immediately upon notifying the customer, and convert the customer to another usage sensitive plan of the customer's choice.
6. If the customer's usage exceeds 5,000 Minutes Of Use in any month, the customer shall be presumed to be in violation of the applicable restrictions, and it shall be the responsibility of the customer to demonstrate to the Company that the customer's use was not a violation of any of the restrictions.

State of South Dakota
Issued: {

3. LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS

3.2.5 QWEST PREFERRED UNLIMITED

B. Terms and Conditions (Cont'd)

7. The Company may take any other action permitted by this Catalog and applicable laws and regulations where misuse, abuse, improper use or a violation hereof is detected.
8. Call detail is not provided unless specifically requested by the customer, in writing. Provision of call detail may be subject to a separate charge.

C. Rates and Charges

	INTERLATA RATE	INTRALATA RATE
• All Time Periods - Per Minute	—	—
	MONTHLY RATE	
• Monthly Fee		
- Per Line		\$30.00
- Call Detail		30.00

NOTICE

3. LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS (Cont'd)

3.2.16 *QWEST LONG DISTANCE ADVANTAGE*

A. General Description

QWEST LONG DISTANCE ADVANTAGE is an offering of business communication services consisting of switched outbound and switched inbound. The services have flat rates which are based on term and minimum usage commitments. *QWEST LONG DISTANCE ADVANTAGE* is intended for the small business segment spending less than \$2,500.00 in telecommunications services monthly. This service works well with both single locations and multiple location businesses.

Inbound Toll Free services permit customers to receive domestic inbound calls.

B. Terms and Conditions

1. This plan is provided in conjunction with interstate *QWEST LONG DISTANCE ADVANTAGE*.
2. *QWEST LONG DISTANCE ADVANTAGE* is available in month-to-month and 12 month term plans. There is a minimum monthly usage commitment of \$10.00 for customers receiving service under both the monthly and term plans. If the customer's invoiced usage charges are less than the required minimum monthly usage commitment, the customer will be billed and required to pay a short fall charge equal to the difference between the monthly commitment and the actual amount billed. This short fall charge will be applied beginning with the customer's first full month's invoice.
3. Upon expiration of the initial term and subsequent renewal term(s), the customer's agreement will automatically renew for a like period, unless either party notifies the other in writing of its intention not to renew 30 days before the end of the agreed term. The automatic renewal will be for the same length and at the current rates in effect at the time of such renewal associated with the term and volume of the original agreement.

NOTICE

3. LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS

3.2.16 QWEST LONG DISTANCE ADVANTAGE

B. Terms and Conditions (Cont'd)

4. Qwest will allow a customer to terminate its term agreement prior to its expiration date provided the customer is converting to another Qwest product with equal or greater term and volume commitment levels.
5. If a customer terminates their service without cause prior to the expiration date of their term agreement, the customer will be billed and required to pay the minimum monthly usage charge for the remainder of the term agreement.
6. Qwest Long Distance Advantage is only available when the customer subscribes to a Qwest Corporation local exchange access line.

C. Rates and Charges

1. Switched Access – Outbound and Inbound, Per-Minute Rates

	INTERLATA RATE	INTRALATA RATE
• Monthly	\$0.1250	\$0.1250
• 1 Year Term	0.1200	0.1200

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.
SD2003-001

State of South Dakota
Issued: {

3. LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS

3.2.16 QWEST LONG DISTANCE ADVANTAGE

C. Rates and Charges (Cont'd)

2. Charge for Each Toll-Free Number

The first Toll-Free Number has no monthly rate.

MONTHLY RATE

- | | |
|------------------|--------|
| • Month-to-Month | \$5.00 |
| • 1-Year term | 5.00 |

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.
SD2003-001

State of South Dakota
Issued: {

3. LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS (Cont'd)

3.2.18 MANAGED LONG DISTANCE

A. Description

Managed Long Distance is provided to residential customers in lieu of a security deposit and will allow customers to complete 1+ dialed calls.

B. Terms and Conditions

1. Managed Long Distance is only available when the customer subscribes to a retail Qwest Corporation local exchange access line.
2. Managed Long Distance is only available in conjunction with interstate Managed Long Distance.
3. Managed Long Distance permits customers to make up to a pre-determined limit of long distance calling. The pre-determined limit of \$20.00 applies.
4. As customers use Managed Long Distance at the beginning of each long distance call, the customer will receive a voice prompt, in English, announcing the number of minutes remaining of the pre-determined limit. When the customer reaches the pre-determined limit, they will receive a voice prompt, in English, announcing that the pre-determined limit for the month has been reached and the call will be disconnected.
5. The pre-determined limit is applied on a per calendar month.
6. Any unused portion of the pre-determined limit is not carried over from month to month.
7. Customers are only billed for the intraLATA and interLATA calls that are made.

C. Rates and Charges

	MAXIMUM INTERLATA RATE	MAXIMUM INTRALATA RATE
• All Time Periods - Per Minute	\$0.54	\$0.54

Qwest LD Corp.
Catalog No. 1

SECTION 6
Index Page 1
Release 1
Effective: }

State of South Dakota
Issued: {

6. OPERATOR SERVICES

SUBJECT	PAGE
Business/Residential Service	8
Definition of Terms.....	2
General.....	1
Miscellaneous Operator Services Charges.....	7
Operator Services.....	8
Payphone Surcharge.....	7
Rates and Charges.....	6
Terms and Conditions.....	5

6. OPERATOR SERVICES

6.1 GENERAL

- A. This section sets forth the rates and charges applicable to the Company's Operator Assisted Service offerings. The total charge for each completed operator assisted call consists of the following charge elements:
1. A one-time fixed operator service charge added to the first minute of each operator service call, which will be dependent on the type of billing selected (i.e., Calling Card, Third Party), and/or the completion restriction selected (i.e., Person-to-Person);
 2. A measured usage charge dependent on the duration, distance, and time of day of the call. The usage charge element is specified as duration, with a minimum charge for each call of one minute, and with fractional minutes of use thereafter counted as full minutes;
 3. Other additional surcharges as provided herein (i.e., payphone surcharge, non-subscriber surcharge, location surcharge or other).

6. OPERATOR SERVICES

6.1 GENERAL (Cont'd)

6.1.1 DEFINITIONS OF TERMS

Measured Usage Charge

A charge assessed on a per minute basis in calculating a portion of the charges due for a completed Operator Assisted Call.

0+

Calling Card, Person-to-Person and/or Third Party calls which are handled on an automated basis such that they do not require intervention by an attended operator position (i.e., "live" operator) to complete.

0+ (Op)

Calling Card, Person-to-Person, Third Party and/or Collect Calls placed by Users dialing 0+ (area code) + (exchange) + (line number). An attended operator position (i.e., "live" operator) obtains billing information from the User.

0- (Op)

Calling Card, Person-to-Person, Third Party and/or Collect calls placed by Users dialing 00 without also entering a valid (area code) + (exchange) + (line number). An attended operator position (i.e., "live" operator) obtains the (area code) + (exchange) + (line number) as well as the billing information from the User.

6. OPERATOR SERVICES

6.1 GENERAL

6.1.1 DEFINITION OF TERMS (Cont'd)

Operator Assisted Calls

Calls requiring assistance for completion, usually by dialing 0+ (area code) + (exchange) + (line number); or by dialing "00", with all subsequent dialing being performed by Operator Services (0-). The following are examples of calls normally placed in this manner:

- Calling Card Calls

Calls for which charges are billed, not to the originating telephone number, but to a telephone calling card issued either by a local exchange or other long distance telephone company for this purpose. At the caller's option, and depending upon the services available at a particular location, calling card calls may entail intervention of an attended operator position (i.e., a "live" operator) or may be made on an "automated" basis. The latter are termed "Customer Dialed Calling Card Calls" for purposes of this Catalog.

- Collect Calls

Calls for which charges are billed not to the originating telephone number, but to the destination or termination telephone number.

- Person-to-Person Calls

Calls which are placed under the stipulation that the caller will speak only to a specific called party.

- Operator Station

Calls which are billed to the originating number.

Operator Services

The operators, activities, equipment or services necessary to process Operator Assisted Calls.

Operator Service Charge

A non-measured (fixed) charge, which is added to a measured charge in calculating the total Catalog charges due for a completed Operator Assisted Call.

6. OPERATOR SERVICES

6.1 GENERAL

6.1.1 DEFINITION OF TERMS (Cont'd)

Service Area

The Qwest Service Area includes the entire State of South Dakota.

Service Offering

The operator assisted services of Qwest consist of the provision of collect, approved telephone company calling card, third party and Person-to-Person calls provided to users.

Subscriber

The person or legal entity, which enters into arrangements for Qwest's operator assisted telecommunications services.

Third Party Calls

Calls for which charges are billed, not to the originating telephone number, but to a third party telephone number which is neither the originating nor the terminating telephone number.

Time Increments

Rates are applied in whole unit increments of 60 seconds.

Time of Day

Rates are as follows:

Day	8 AM – 5 PM	Monday through Friday
Evening	5 PM – 11 PM	Sunday through Friday
Night/Weekend	11 PM – 8 AM	Sunday through Friday, and all day Saturday
	8 AM – 5 PM	Sunday

User

The calling party utilizing the services of Qwest and responsible for the payment of charges, unless that responsibility has been accepted by others, such as in the case of collect and third party calls.

6. OPERATOR SERVICES

6.1 GENERAL (Cont'd)

6.1.2 TERMS AND CONDITIONS

A. Responsibilities of the User

1. The user is responsible for payment of the charges set forth in this Catalog unless the responsibility for such payment has been accepted by the called party or a third party.
2. The user is responsible for compliance with the applicable regulations set forth in this Catalog.
3. The user is responsible for establishing its identity as often as necessary during the course of a call.
4. The user is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.

B. Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. Qwest uses the rate centers and associated vertical and horizontal coordinates that are produced by Telcordia in their NPA-NXX V & H Coordinates Tape and NECA Tariff F.C.C. No. 4.

$$\text{Formula} = \sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.
SD2003-001

State of South Dakota
Issued: {

6. OPERATOR SERVICES

6.1 GENERAL (Cont'd)

6.1.3 RATES AND CHARGES

A. Collect, Calling Card, and Charge Third Party Calls

Charges for calls of this type will be included on the user's or called or third party's regular home or business telephone bill pursuant to billing and collection agreements established by Qwest for its intermediary with the applicable telephone company.

B. Billing of Calls

1. Billing for calls placed over the Qwest network is based in part on the duration of the call. Timing of each call begins as specified below, and ends when the called party hangs up. Billing is in one-minute increments, and no customer will be billed for an uncompleted call.
 - a. Collect Calls – Timing begins when the called party accepts the responsibility for payment.
 - b. Person-to-Person Calls (other than Collect) – Timing begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.
 - c. All Other Calls – Timing begins when the switch determines the call has been answered by utilizing standard industry methods generally in use for ascertaining answer, and if a call exceeds 18 seconds in duration.

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.
SD2003-001

State of South Dakota
Issued: {

6. OPERATOR SERVICES

6.1 GENERAL (Cont'd)

6.1.4 MISCELLANEOUS OPERATOR SERVICES CHARGES

A. Payphone Surcharge

1. Description

This charge applies to all Company carried non-coin calls (i.e. Billed to a Third Party, Calling Card, or Collect) placed from pay telephones.

2. Rates and Charges

This charge is in addition to all other applicable charges unless otherwise specified.

CHARGE

• Payphone Surcharge	
- Residence	\$0.25
- Business	0.30

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.
SD2003-001

State of South Dakota
Issued: {

6. OPERATOR SERVICES

6.2 OPERATOR SERVICES

6.2.7 BUSINESS/RESIDENTIAL SERVICE

A. Description

This service allows calls from business and residential locations which presubscribe to one of Qwest's direct dial services.

B. Rates and Charges

1. Operator Services Surcharges

The one time operator surcharge will be added to the first minute of each operator service call in addition to the per minute usage charges.

	CHARGE	
	INTERLATA	INTRALATA
0 + Calling Card	\$4.95	\$4.95
0 + Calling Card (Op)	4.95	4.95
0 - Calling Card (Op)	5.50	5.50
0 + Bill to Third Party	4.95	4.95
0 - Bill to Third Party	9.95	9.95
0 + Collect	4.95	4.95
0 - Collect	5.50	5.50
0 + Person-to-Person	9.95	9.95
0 - Person-to-Person	9.95	9.95
Operator Station	1.50	1.50

NOTICE

Qwest LD Corp.
Catalog No. 1

SECTION 6
Page 9
Release 1
Effective: }

State of South Dakota
Issued: {

6. OPERATOR SERVICES

6.2 OPERATOR SERVICES

6.2.7 BUSINESS/RESIDENTIAL SERVICE

B. Rates and Charges (Cont'd)

2. Operator Services Per Minute Usage Charges

The following are the per minute usage charges that the customer will incur when using Qwest's Operator Services. These charges will apply in addition to the applicable operator surcharge.

**INTERLATA/INTRALATA
USAGE CHARGE**

MILEAGE BAND	DAY		EVENING		NIGHT/WEEKEND	
	INITIAL MINUTE	ADD'L MINUTE	INITIAL MINUTE	ADD'L MINUTE	INITIAL MINUTE	ADD'L MINUTE
0-9999	\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.
SD2003-001

**Qwest LD Corp.
Catalog No. 1**

SECTION 7
Index Page 1
Release 1
Effective: }

State of South Dakota
Issued: {

7. PROMOTIONS

SUBJECT	PAGE
Special Promotions	1

State of South Dakota
Issued: {

7. PROMOTIONS

7.1 SPECIAL PROMOTIONS

From time to time, the Company may offer products and services at a reduced rate or free of charge for promotional, market research, or rate experimentation purposes. Such offerings will be for a limited duration and customers will be so notified.

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.
SD2003-001

RECEIVED

JAN 27 2003

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION OF
QWEST LD CORP. d/b/a QWEST LONG
DISTANCE FOR A CERTIFICATE OF
AUTHORITY TO PROVIDE INTEREXCHANGE
TELECOMMUNICATIONS SERVICES IN
SOUTH DAKOTA

TC 03-_____

REQUEST FOR
CONFIDENTIAL TREATMENT
OF INFORMATION

Pursuant to ARSD 20:10:01:41, Qwest LD Corp. d/b/a Qwest Long Distance ("Qwest"), through the undersigned counsel, requests confidential treatment as follows:

1. Confidential protection is sought for Qwest LD Corp. financial statements from inception (September 11, 2002) to October 31, 2002. The pages are marked as confidential and are provided in a sealed envelope.

2. The financial information must be protected for the life of this docket. When the docket is closed all protected information must be returned to Qwest.

3. The persons to be notified are:

Tim Goodwin
Senior Attorney
Qwest Policy & Law
1801 California St., # 4700
Denver, Colorado 80202
(303) 896-9874

Colleen Sevold
Manager – Regulatory
Qwest Policy & Law
125 S. Dakota Avenue 8th floor
Sioux Falls, SD 57194
(605) 335-4596

4. The claim for protection is based on ARSD 20:10:01:39 (4) and SDCL 37-29-1(4).

5. The exhibits contain confidential financial information. Disclosure of this information will provide actual and potential competitors with information which could provide them with a unique and unfair competitive advantage. Accordingly, Qwest respectfully requests that the Commission grant this request for confidential protection.

DATED this 24th day of January, 2003.

A handwritten signature in black ink, appearing to read "Thomas J. Welk", written over a horizontal line.

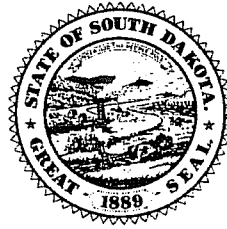
Thomas J. Welk
Boyce, Greenfield, Pashby & Welk, L.L.P.
101 North Phillips Avenue, Suite 600
P. O. Box 5015
Sioux Falls, SD 57117-5015
(605) 336-2424

Attorneys for Qwest LD Corp.

CONFIDENTIAL

1

South Dakota Public Utilities Commission



State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070
VIA FAX: 605-334-0618

January 27, 2003

Mr. Thomas J. Welk
Attorney at Law
Boyce, Greenfield, Pashby & Welk, L.L.P.
P. O. Box 5015
Sioux Falls, SD 57117-5015

RE: Application for Certificate of Authority
Qwest LD Corp. d/b/a Qwest Long Distance

Dear Mr. Welk:

We received your Application for a Certificate of Authority to operate as an interexchange telecommunications company in the state of South Dakota. Pursuant to SDCL 49-31-3, telecommunication companies shall submit a \$250 application fee when filing:

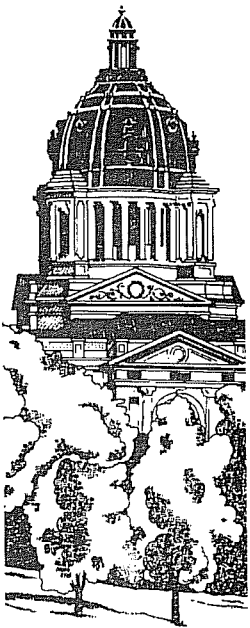
SDCL 49-31-3. Each telecommunications company that plans to offer or provide interexchange telecommunications service shall file an application for a certificate of authority with the commission pursuant to this section. Telecommunications companies seeking to provide any local exchange service shall submit an application for certification by the commission pursuant to §§ 49-31-1 through 49-31-89. Applications required by this section shall be filed by the company no less than sixty days before its initiation of telecommunications service in this state. The commission shall have the exclusive authority to grant a certificate of authority. Each telecommunications company shall submit a two hundred fifty dollar application fee with its application which shall be deposited into the gross receipts tax fund established pursuant to § 49-1A-2.

We cannot take any action on your application until we receive the applicable fee.

Thank you for your cooperation in this matter.

Sincerely,


Delaine Kolbo
Legal Secretary



Capitol Office
Telephone (605)773-3201
FAX (605)773-3809

Transportation/
Warehouse Division
Telephone (605)773-5280
FAX (605)773-3225

Consumer Hotline
1-800-332-1782

TTY Through
Relay South Dakota
1-800-877-1113

Internet Website
www.state.sd.us/puc

♦
Jim Burg
Chairman
Pam Nelson
Vice-Chairman
Bob Sahr
Commissioner

Debra Elofson
Executive Director

Harlan Best
Martin C. Bettmann
Sue Cichos
Karen E. Cremer
Tina Douglas
Christopher W. Downs
Terry Emerson
Michele M. Farris
Marlette Fischbach
Heather K. Forney
Kelly D. Frazier
Mary Giddings
Tom Graham
Mary A. Healy
Lisa Hull
Dave Jacobson
Amy Kayser
Bob Knadle
Delaine Kolbo
Gregory A. Rislov
Keith Senger
John Smith
Rolayne Ailts Wiest
♦

BOYCE, GREENFIELD, PASHBY & WELK, L.L.P.

ATTORNEYS AT LAW

Russell R. Greenfield
Gary J. Pashby
Thomas J. Welk
Michael S. McKnight
Gregg S. Greenfield
Roger A. Sudbeck
Lisa Hansen Marso
Heather R. Springer
Heith R. Janke
Nettie Sanchez-Cole
Darin W. Larson

101 North Phillips Avenue, Suite 600
Sioux Falls, South Dakota 57104
P.O. Box 5015
Sioux Falls, South Dakota 57117-5015

Telephone 605 336-2424
Facsimile 605 334-0618
www.bgpw.com

J.W. Boyce (1884-1915)

Writer's Direct Dial:
(605) 731-0208

Writer's Email:
tjwelk@bgpw.com

January 27, 2003

Pam Bonrud, Executive Director
Public Utilities Commission of South Dakota
500 East Capitol
Pierre, SD 57501

Re: In The Matter of the Application of Qwest LD Corp. d/b/a Qwest Long Distance for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota (TC 03-_____)
Our File No. 2104.096

Dear Ms. Bonrud:

Pursuant to the letter dated January 27, 2003, please find enclosed a check in the amount of \$250 for application fee for the Application and Request for Authority.

Thank you.

Sincerely yours,

BOYCE, GREENFIELD, PASHBY & WELK, L.L.P.



Thomas J. Welk

TJW/vjj

Enclosures

cc: Tim Goodwin
John Owen
Colleen Sebold

19103

BOYCE, GREENFIELD, PASHBY & WELK, L.L.P.

CHECK

DATE	DESCRIPTION	INVOICE #	AMOUNT	DEDUCTION	NET AMOUNT
------	-------------	-----------	--------	-----------	------------

01/27/03	South Dakota PUC Filing Fee (2104.096)	012703	250.00		250.00
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CHECK DATE	CONTROL NUMBER	TOTALS	Gross:	Ded:	Net:
01/27/03	19163		250.00	0.00	250.00

BOYCE, GREENFIELD, PASHBY & WELK, L.L.P.
 101 N. PHILLIPS AVE., STE 600 P.O. BOX 5015
 ATTORNEYS AT LAW
 SIOUX FALLS, SD 57117

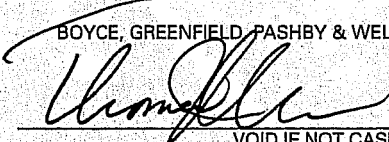
WELLS FARGO BANK OF SOUTH DAKOTA, N.A.
 101 NORTH PHILLIPS
 SIOUX FALLS, SD 57104
 78-4/914

19163

DATE	CHECK	AMOUNT
01/27/03		****\$250.00

PAY *** TWO HUNDRED FIFTY & 00/100 DOLLARS

South Dakota PUC
 TO THE Pierre SD
 ORDER
 OF

BOYCE, GREENFIELD, PASHBY & WELK, L.L.P.

 VOID IF NOT CASHED WITHIN 90 DAYS

⑈019163⑈ ⑆091400046⑆0830003930⑈

BOYCE, GREENFIELD, PASHBY & WELK, L.L.P.

19163

TC 03-041

South Dakota Public Utilities Commission

WEEKLY FILINGS

For the Period of January 23, 2003 through January 29, 2003

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five business days of this report. Phone: 605-773-3705

ELECTRIC

EL03-003 In the Matter of the Filing by Black Hills Power for Approval of Tariff Revisions.

Application of Black Hills Power for approval of electric tariff revisions which will allow snow making equipment to be served by the Energy Storage Service rate. The application also would revise tariffs to eliminate State University Service which is no longer being utilized.

Staff Analyst: Dave Jacobson
Staff Attorney: Kelly Frazier
Date Docketed: 01/28/03
Intervention Deadline: 02/14/03

TELECOMMUNICATIONS

TC03-037 In the Matter of the Filing for Approval of a Reciprocal Transport and Termination Agreement between CommNet Cellular License Holding, Inc. d/b/a Verizon Wireless, Missouri Valley Cellular, Inc. d/b/a Verizon Wireless, Sandborn Cellular of South Dakota Limited Partnership d/b/a Verizon Wireless and Eastern South Dakota Cellular, Inc. d/b/a Verizon Wireless and PrairieWave Community Telephone, Inc.

On January 23, 2003, the Commission received for approval a Filing of a Reciprocal Transport and Termination Agreement between CommNet Cellular License Holding, Inc. d/b/a Verizon Wireless, Missouri Valley Cellular, Inc. d/b/a Verizon Wireless, Sandborn Cellular of South Dakota Limited Partnership d/b/a Verizon Wireless and Eastern South Dakota Cellular, Inc. d/b/a Verizon Wireless (all as "Verizon") and PrairieWave Community Telephone, Inc. (PrairieWave). According to the parties, the Agreement is made to put in place an arrangement for the mutual exchange and reciprocal compensation of local telecommunications traffic which is intended to supersede any previous arrangements between the parties. The parties also wish to establish an arrangement that compensates PrairieWave for transiting traffic that originates on Verizon's network and terminates on a third carrier's network. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than February 12, 2003. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 01/23/03
Initial Comments Due: 02/12/03

TC03-038 In the Matter of the Filing for Approval of an Interconnection and Reciprocal Compensation Agreement between CommNet Cellular License Holding, Inc. d/b/a Verizon Wireless, Missouri Valley Cellular, Inc. d/b/a Verizon Wireless, Sandborn Cellular of South Dakota Limited Partnership d/b/a Verizon Wireless and Eastern South Dakota Cellular, Inc. d/b/a Verizon Wireless and PrairieWave Telecommunications, Inc.

On January 23, 2003, the Commission received for approval a Filing for Approval of an Interconnection and Reciprocal Compensation Agreement between CommNet Cellular License Holding, Inc. d/b/a Verizon Wireless, Missouri Valley Cellular, Inc. d/b/a Verizon Wireless, Sandborn Cellular of South Dakota Limited Partnership d/b/a Verizon Wireless and Eastern South Dakota Cellular, Inc. d/b/a Verizon Wireless (all as Verizon) and PrairieWave Telecommunications, Inc.(PrairieWave). According to the parties, the Agreement is made to put in place an arrangement for the mutual exchange and reciprocal compensation of telecommunications traffic which is intended to supersede any previous arrangements between the parties. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than February 12, 2003. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 01/23/03
Initial Comments Due: 02/12/03

TC03-039 In the Matter of the Application of Miko Telephone Communications, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

Miko Telephone Communications, Inc. is seeking a Certificate of Authority to provide interexchange telecommunications services in South Dakota. The Applicant intends to offer "1+" long distance and Calling Card service to residential customers on a resale basis.

Staff Analyst: Keith Senger
Staff Attorney: Karen Cremer
Date Docketed: 01/24/03
Intervention Deadline: 02/14/03

TC03-040 In the Matter of the Unauthorized Long Distance Billing of Customers in the City of Dell Rapids, South Dakota, caused by MSN Corporation d/b/a MSN TV f/k/a WEBTV.

On January 24, 2003, the Commission received a filing from Commission Staff requesting that the Commission issue an Order To Show Cause as to why MSN Corporation d/b/a MSN TV f/k/a WEBTV (MSN TV) should not be found in violation of South Dakota Law. According to the Motion, MSN TV, or its access partners, routed customers to a long distance number for accessing the internet in violation of an agreement that customers would always be permitted to access the internet without incurring long distance charges. The Motion alleges that the routing resulted in the initiation of unauthorized billing in violation of South Dakota law, including, but not necessarily limited to SDCL 49-13-93. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than February 13, 2003. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 01/24/03
Initial Comments Due: 02/13/03

TC03-041 In the Matter of the Application of Qwest LD Corp. d/b/a Qwest Long Distance for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

Qwest LD Corp (QLDC) d/b/a Qwest Long Distance has filed an application with the South Dakota Public Utilities Commission for a Certificate of Authority to provide interexchange telecommunications services in South Dakota. The applicant proposes to be a resale interexchange carrier that will provide intrastate voice and data long-distance telecommunications services, operator services, directory assistance and 800 services throughout South Dakota. QLDC proposes offering these services in the State of South Dakota after it receives approval from the Federal Communications Commission for its Section 271 Application.

Staff Analyst: Michele M. Farris
Staff Attorney: Kelly Frazier
Date Docketed: 01/27/03
Intervention Deadline: 02/14/03

**You may receive this listing and other PUC publications via our website or via internet e-mail.
You may subscribe or unsubscribe to the PUC mailing lists at <http://www.state.sd.us/puc>**



Timothy J. Goodwin
Senior Attorney
1801 California
Suite 4700
Denver, CO 80202
303-896-9874

303-896-5120 (fax)
tim.goodwin@qwest.com

March 26, 2003

RECEIVED

MAR 27 2003

FAX Received MAR 26 2003

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Pamela Bonrud
Executive Director
Public Utilities Commission of the State of South Dakota
500 East Capitol Avenue
Pierre, SD 57501

Re: Application of Qwest LD Corp d/b/a Qwest Long Distance for a Certificate of Authority, South Dakota PUC Docket TC003-041

Dear Ms. Bonrud:

By letter dated February 27, 2003, Michele Farris of the Commission Staff made several inquiries concerning the application for a certificate of authority to provide interexchange services by Qwest LD Corp ("QLDC"). One of those inquiries requested that QLDC file a bond in the amount of \$25,000 in order to collect customer deposits or provide prepaid services. I attach the original and ten copies of the bond for filing with the Commission. If you have any questions, do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy J. Goodwin". The signature is written in a cursive style with a large, prominent "T" and "G".

Timothy J. Goodwin

enclosures

cc: Michele Farris (via facsimile)
Colleen Sevold

RECEIVED

MAR 27 2003

INDEMNITY BOND
TO THE
PEOPLE OF THE STATE OF SOUTH DAKOTA

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

FAX Received MAR 26 2003

Bond No. 905-039-091

We, Qwest LD Corp., the principal and applicant for a Certificate of Authority to resell long-distance telecommunications services within the State of South Dakota, and Liberty Mutual Insurance Company, as an admitted surety insurer, bind ourselves unto the Consumers of Qwest LD Corp.'s services in South Dakota, as Obligee, in the sum of Twenty Five Thousand and 00/100 Dollars (\$25,000.00).

The total aggregate liability under this bond is limited to Twenty Five Thousand and 00/100 Dollars (\$25,000.00).

The condition of the obligation are such that the principal, having been granted such Certificate of Authority subject to the provision that said principal purchase this indemnity bond, and if said principal shall in all respects fully and faithfully meet its obligations to customer for deposits and advance payments, then this obligation shall be void, discharged and forever exonerated, otherwise to remain in full force and effect and shall be used to return customer deposits and advance payments to individuals who have paid for the intrastate telecommunications services of the principal if the principal is unable to provide such services or return the deposits and advance payments to its customer for any reason.

The bond shall take effect as the date hereon and shall remain in force and effect until the surety is released from liability by the written order of the South Dakota Public Utility Commission, provided that the surety may cancel this bond and be relieved of further liability hereunder by delivering thirty (30) days' written notice to the South Dakota Public Utility Commission. Such cancellation shall not affect any liability incurred or accrued hereunder prior to the termination of said thirty (30) day period. The principal will promptly reissue a bond before the end of the thirty day period for an amount equal to or greater than the value of the instrument unless the parties agree otherwise. Bond may be reviewed annually upon renewal of Certificate of Authority.

Dated this 12th day of March, 2003.

*Original bond is
in Delaine's bottom
desk drawer.*

Witness:

Qwest LD Corp.

By: [Signature]
SIZ. ATTORNEY
QWEST SVCS.
CORP.
Name/Title

By: [Signature] / President
Name/Title

Witness:

Liberty Mutual Insurance Company

By: [Signature]
Suzanne Holden
Attorney-in-Fact

By: [Signature]
Krista M. Stromberg
Attorney-in-Fact

**NOTICE FROM SURETY REQUIRED BY
TERRORISM RISK INSURANCE ACT OF 2002**

In accordance with the Terrorism Risk Insurance Act of 2002 (referred to hereinafter as the "Act"), this disclosure notice is provided for surety bonds on which one or more of the following companies is the issuing surety: Liberty Mutual Insurance Company; Liberty Mutual Fire Insurance Company; LM Insurance Corporation; The First Liberty Insurance Corporation; Liberty Insurance Corporation; Employers Insurance Company of Wausau (formerly "EMPLOYERS INSURANCE OF WAUSAU A Mutual Company"); Peerless Insurance Company; and any other company that is a part of or added to the Liberty Mutual Group for which surety business is underwritten by Liberty Bond Services (referred to collectively hereinafter as the "Issuing Sureties").

NOTICE FORMS PART OF BOND

This notice forms part of surety bonds issued by any one or more of the Issuing Sureties.

DISCLOSURE OF PREMIUM

The premium attributable to any bond coverage for "acts of terrorism" as defined in Section 102(1) of the Act is Zero Dollars (\$0.00).

**DISCLOSURE OF FEDERAL PARTICIPATION
IN PAYMENT OF TERRORISM LOSSES**

The United States will reimburse the Issuing Sureties for ninety percent (90%) of any covered losses from terrorist acts certified under the Act exceeding the applicable surety deductible.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

That Liberty Mutual Insurance Company (the "Company"), a Massachusetts mutual insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **PATRICK D. DINEEN, HEIDI BOCKUS, KRISTA M. STROMBERG, THOMAS J. JOCHUMS, KATHIE L. WIEGERS, TEVY LOR, JAY A. MILEY, SUZANNE HOLDEN, APRIL L. CHAMPAGNE, ALL OF THE CITY OF SEATTLE, STATE OF WASHINGTON**.....

..... each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding SEVENTY-FIVE MILLION AND 00/100***** DOLLARS (\$ 75,000,000.00*****) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XVI - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer or other official of the company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the company by their signature and execution of any such instruments and to attach thereto the seal of the company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XVI, Section 5 of the By-laws, Timothy C. Mulloy, an official of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. All Powers of Attorney attested to or executed by Timothy C. Mulloy in his capacity as an officer or official of Liberty Mutual Insurance Company, whether before, on or after the date of this Authorization, including without limitation Powers of Attorney attested to or executed as Assistant Secretary of Liberty Mutual Insurance Company, are hereby ratified and approved.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 18th day of June, 2002.

LIBERTY MUTUAL INSURANCE COMPANY

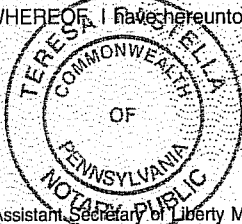
By Timothy C. Mulloy
Timothy C. Mulloy, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 18th day of June, 2002, before me, a Notary Public, personally came Timothy C. Mulloy, to me known, and acknowledged that he is an official of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2005
Member, Pennsylvania Association of Notaries

Teresa Pastella
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney was one of the officers or officials specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XVI, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 12th day of March, 2003.



John P. W. Lee
John P. W. Lee, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-800-851-4000

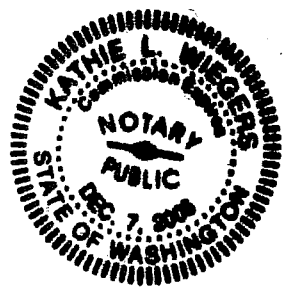
**All-Purpose
Certificate of Acknowledgment**

State of Washington
County of King }

On March 12, 2003 before me, Kathie L. Wiegens
DATE NAME OF NOTARY PUBLIC

personally appeared Krista M. Stromberg and Suzanne Holden
NAME(S) OF SIGNER(S)

- personally known to me - OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal.

Kathie L. Wiegens
SIGNATURE OF NOTARY PUBLIC

Though the data below is not required by law, it may prove valuable to persons relying on the document and prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT(S)
<input type="checkbox"/> Individual(s)	Type of Document
<input type="checkbox"/> Corporate Officer:	Indemnity Bond
<input type="checkbox"/> Title(s)	Number of Pages
<input type="checkbox"/> Partner(s)	Two (2)
<input checked="" type="checkbox"/> Attorney-in-Fact	Date of Document
<input type="checkbox"/> Trustee(s)	March 12, 2003
<input type="checkbox"/> Subscribing Witness	Signer(s) Other Than Named Above
<input type="checkbox"/> Guardian/Conservator	Qwest LD Corp.
<input type="checkbox"/> Other:	

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
Liberty Mutual Insurance Company



Qwest
 1801 California Street, Suite 5100
 Denver, Colorado 80202
 Facsimile 303 896-8120

FAX COVER SHEET

TO: MICHELE FARRIS

TEL: 605.773.3809

FAX:

FROM: TIM GOODWIN

TEL: 303-896-9874

FAX: 303-896-8120

DATE:

NUMBER OF PAGES INCLUDING COVER SHEET:

REMARKS

- Urgent For Your Review Reply ASAP Please Comment

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Timothy J. Goodwin
 Senior Attorney
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 Suite 4700
 Denver, CO 80202
 303-896-9874
 303-896-8120 (fax)
tim.goodwin@qwest.com

March 26, 2003

Via Facsimile and Overnight Delivery

Michele M. Farris, P.E.
 Utility Analyst
 Public Utilities Commission of the State of South Dakota
 500 East Capitol Avenue
 Pierre, SD 57501

Re: Application of Qwest LD Corp d/b/a Qwest Long Distance for a Certificate of Authority, South Dakota PUC Docket TC003-041

Dear Ms. Farris:

Following up on our telephone conversation today, I enclose a copy of the latest version of the QLDC tariff, § 2.2.7 B, which now complies with South Dakota Codified Laws §§ 54-3-5 and 54-3-16.

Thank you very much for working with me today toward resolving your concerns on the proposed QLDC tariff. I appreciate it. I also appreciate your willingness, provided we have met your concerns, to see if this matter can be added to the docket for the April 1 commission meeting. As a decision is due from the FCC on Qwest's 271 application on April 15, I would certainly appreciate the Commission addressing the QLDC application before that date. Thanks again.

Sincerely,

 A handwritten signature in black ink, appearing to read "Tim Goodwin", written over a printed name.

Timothy J. Goodwin

enclosures

cc: Colleen Sevold

**Qwest LD Corp.
Catalog No. 1**

SECTION 2
Index Page 1
Release 1
Effective: }

State of South Dakota
Issued: {

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

SUBJECT	PAGE
Adjustment to Invoices.....	17
Advance Payments	18
Allowance for Interruptions	23
Cancellation for Cause by the Company.....	19
Cancellation of Service by a Customer.....	14
Change in Service Arrangement.....	19
Definition of Terms.....	1
Deposits.....	18
Establishing and Furnishing Service.....	6
Inspection	19
Interconnection with Other Carriers.....	22
Interest on Deposits	18
Late Payment Charge	15
Liability	12
Limitations	8
Payment Arrangements	15
Restoration of Service	19
Returned Payment Charge.....	17
Special Taxes, Fees, Charges	26
Terms and Conditions	10
Testing and Adjustments	21
Undertaking of the Company	7
Use of Service	15

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.
SD2003-001

Qwest LD Corp.
Catalog No. 1

SECTION 2
Page 1
Release 1
Effective: }

State of South Dakota
Issued: {

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS

Affiliate

Any entity (including any natural person or entity such as a corporation or partnership) controlling, under the control of or under common control with another entity.

Annual Period

The 12-month period commencing on the first day of the term and on each successive anniversary thereof.

Annual Revenue

The aggregate amount, prior to application of any discounts, charged by Qwest in an Annual Period.

Application for Service

A standard order form which includes all pertinent billing, technical, administrative, and other descriptive information which will enable the Company to provide telecommunications service to a customer.

Authorization Code

Unique numeric codes (usually consisting of five or more digits), which may be made available to customers and authorized users to identify themselves as being entitled to access and use the Company's services.

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.
SD2003-001

**Qwest LD Corp.
Catalog No. 1**

**SECTION 2
Page 2
Release 1
Effective: }**

**State of South Dakota
Issued: {**

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS (Cont'd)

Authorized User

An individual, firm, corporation, or other entity authorized by the customer to utilize communications services provided by the Company.

Called Station

The terminating point to which a call is placed (also referred to as the terminating location).

Calling Station

The point from which a call is placed (also referred to as the originating location).

Company

Refers to Qwest LD Corp. d/b/a Qwest Long Distance.

NOTICE

**THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.
SD2003-001**

Qwest LD Corp.
Catalog No. 1

SECTION 2
Page 3
Release 1
Effective:]

State of South Dakota

Issued: [

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS (Cont'd)

Domestic Calls

Calls within the continental United States, to and from some regions of Hawaii, and to Alaska, Puerto Rico, Guam, US Virgin Islands and The Commonwealth of Northern Mariana Islands.

InterLATA

Communication between two different LATAs.

IntraLATA

Communication within a Local Access Transport Area (LATA).

Local Access and Transport Area (LATA)

A geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Access Provider

A local exchange carrier or other entity which furnishes interconnection facilities between the customer's premises and the Company's point of presence (POP) in a LATA.

Local Calling Area

That area throughout which an exchange service customer, at a given rate, may make calls without the payment of a toll charge. A local service area may be made up of one or more exchange areas.

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.

SD2003-001

Qwest LD Corp.
Catalog No. 1SECTION 2
Page 4
Release 1
Effective: }State of South Dakota
Issued: {**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING****2.1 DEFINITION OF TERMS (Cont'd)**Minimum Service Period

The minimum period of time during which the customer is obligated to pay for services provided by the Company.

Monthly Revenue

The aggregate amount, prior to the application of any discounts, charged by Qwest in a monthly period.

New Customer

Any person or entity that has not utilized any Qwest service in the prior 12-month period.

Premises

The space designated by a customer at its place or places of business for the provision of service.

Point of Presence (POP)

The Company's physical presence in a local calling area or LATA that is used for the purpose of transmitting telephone calls.

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.
SD2003-001

Qwest LD Corp.
Catalog No. 1

SECTION 2
Page 5
Release 1
Effective: }

State of South Dakota
Issued: {

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.1 DEFINITION OF TERMS (Cont'd)

Presubscription

A service arrangement whereby the customer authorizes the local telephone company to route all interLATA and/or intraLATA calls to the Company.

Promotional Offerings

Discounts and/or other modifications to the Company's standard service offerings, which may be offered from time to time to the customers using a particular service. Special Promotional Offerings may be limited to certain dates, times, and locations.

Service Date

The date the customer begins to utilize the service or the date that the service is made available for use by the customer or its authorized users, whichever is sooner.

Switched Access

An access arrangement whereby the customer uses common lines by a local access provider to access Qwest's network.

Switched Access Termination

An access arrangement whereby the customer uses switched access to send or receive telephone calls using the Company's services.

Telecommunications

The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Qwest LD Corp.
Catalog No. 1

SECTION 2
Page 6
Release 1
Effective: }

State of South Dakota
Issued: {

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

These regulations are added to those pertaining to specific service items in other sections. Any change in rates or regulations approved by appropriate governmental authority modifies all service terms and conditions.

QLDC's customer complaints are to be addresses to:

Executive Complaint Office
1801 California Street, Room 450
Denver, Colorado 80202
(877) 440-8959
(303) 965-5555 (fax)

Questions regarding QLDC customer billing and customer service matters should be addressed as follows:

Business Customers:

If Qwest Corporation *is* your local provider: (800) 630-6000
If Qwest Corporation *is not* your local provider: (800) 860-1020

Residential Customers:

If Qwest Corporation is your local provider: (800) 244-1111
If Qwest Corporation is not your local provider: (800) 860-2255

Residential primary interexchange carrier ("PIC") disputes (800) 244-1111

**Qwest LD Corp.
Catalog No. 1**

**SECTION 2
Page 7
Release 1
Effective: }**

**State of South Dakota
Issued: {**

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

2.2.1 UNDERTAKING OF THE COMPANY

- A. The furnishing of the communications services under the terms of this Catalog will be provided by the Company alone, or in conjunction with services of other carriers. Service is available 24 hours per day, 7 days per week for the transmission of interLATA and intraLATA services.
- B. Service consists of the furnishing of transmission capabilities to customers, authorized users, and joint users for the placement and/or receipt of long distance calls between the locations specified herein. Such services are offered subject to the availability of the necessary facilities and equipment to provide the service.
- C. The Company, when acting at the customer's request and as its authorized agent, will make reasonable efforts to arrange for presubscription, interconnection, and other service requirements.

NOTICE

**THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.
SD2003-001**

Qwest LD Corp.
Catalog No. 1

SECTION 2
Page 8
Release 1
Effective: }

State of South Dakota

Issued: {

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

2.2.2 LIMITATIONS

- A. Service is offered subject to the availability of facilities and the provisions of this Catalog.
- B. The Company reserves the right to refuse or discontinue furnishing services when necessitated by conditions beyond its control. Such conditions include, but are not limited to, a customer having call volume or calling patterns that result, or may result, in network blockage or other service degradation which adversely affects service or other customers of the Company.
- C. Service may be discontinued without notice to a customer by blocking traffic to certain cities or exchanges, or by blocking calls using certain authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its services.
- D. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- E. A customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the customer without the prior written consent and approval of the Company.

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.
SD2003-001

**Qwest LD Corp.
Catalog No. 1**

**SECTION 2
Page 9
Release 1
Effective: }**

State of South Dakota
Issued: {

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.2 LIMITATIONS (Cont'd)

- F. The customer shall not use, nor permit others to use, the service in a manner that could interfere with services provided to others, that could harm the facilities of the Company or others, or that is not consistent with any applicable law or regulation.
- G. The provision of service will not create a partnership or joint venture between the Company and the customer nor result in joint service offerings to their respective authorized users.
- H. Neither the Services provided pursuant to this Catalog, nor the customer's obligations hereunder, may be assigned or otherwise transferred without the prior written consent of the Company.
- I. The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for telephone service previously furnished, until the indebtedness is satisfied.

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.
SD2003-001

Qwest LD Corp.
Catalog No. 1

SECTION 2
Page 10
Release 1
Effective: }

State of South Dakota
Issued: {

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

2.2.3 TERMS AND CONDITIONS

- A. Service is provided on a monthly basis, 24 hours per day as described herein. For the purpose of computing charges in this Catalog, a month is considered to have 30 days.
- B. The customer shall at all times comply with all applicable federal, state, and local statutes, ordinances, regulations, and orders of any commission or other governmental body. All customers are responsible for taking all the necessary legal steps for interconnecting their terminal equipment or communications systems with the Company facilities or services and shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- C. Except as otherwise provided in this Catalog, service is provided and billed on the basis of one month, beginning on the Service Date and continuing until the expiration of the Minimum Service Period, or until service is otherwise cancelled. The customer shall accept and pay for each service for the Minimum Service Period. Upon expiration of the Minimum Service Period, services shall be automatically extended on a month-to-month basis unless the customer terminates service.
- D. The customer agrees to operate Company-provided equipment in accordance with the instructions of the Company or its authorized agent. Failure to do so will void any Company liability for interruption of service and may cause the customer to be responsible for damages to equipment pursuant to this Catalog.
- E. The customer agrees to return all Company-provided equipment to the Company within five days of termination of service in connection with which the equipment was used. Equipment shall be in the same condition as when delivered to the customer, normal wear and tear only excepted. The customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to the customer's failure to comply with this provision.

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.
SD2003-001

Qwest LD Corp.
Catalog No. 1SECTION 2
Page 11
Release 1
Effective: }State of South Dakota
Issued: {**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING****2.2 ESTABLISHING AND FURNISHING SERVICE****2.2.3 TERMS AND CONDITIONS (Cont'd)**

- F. The Company reserves the right of entrance for its employees, agents, or contractors to the premises of the customer, at any reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of service removing the Company's equipment. The customer shall be responsible for making any necessary arrangements for the Company's entrance to the customer's premises.
- G. In the event the Company files suit or retains an attorney to enforce the terms of this Catalog, the Company shall be entitled to recover, in addition to any other remedies, all attorneys' fees for in house and outside counsel, court costs, costs of investigation and any other related expenses in connection therewith.
- H. The remedies set forth herein shall not be exclusive and the Company at all times shall be entitled to all rights available to it under either law or equity.
- I. Except as otherwise provided herein, or as specified in writing by the party entitled to receive service, notices from the Company may be given orally or in writing to the person(s) whose names appear on the executed Application for Service.

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.
SD2003-001

Qwest LD Corp.
Catalog No. 1

SECTION 2
Page 12
Release 1
Effective: }

State of South Dakota
Issued: {

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

2.2.4 LIABILITY

- A. The Company's liability shall be determined in accordance with SDCL 49-13-1, 49-13-1.1, and any other applicable law.
- B. The Company is not liable for any act or omission of the customer, authorized user, or any other company or companies furnishing a portion of the service. In no event shall the Company or any of its affiliates be liable for claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, addition, or defect in any service, facility or transmission of any person or entity furnishing any portion of the service, facilities, or equipment associated with the service or for damages caused by services, facilities, or equipment furnished by such person or entity.
- C. The Company shall be indemnified and held harmless by the customer against any claim or loss, expense or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion of privacy, infringement of a copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary right, or any other injury to any person, property, or entity arising out of the material, data, information, or other content revealed to, used, or transmitted by the Company.
- D. The Company shall not be liable for any defacement of or damages to the premises of a customer or authorized user resulting from the furnishing of service, which is not the direct result of the Company's negligence.
- E. The Company is not liable for any defacement of or damage to the premises of a customer resulting from the furnishing of services or the attachment of instruments, apparatus, and associated wiring furnished by the Company on such customer's premises or by the installation or removal thereof, when such defacement or damage is not the direct result of the Company's negligence.

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.
SD2003-001

Qwest LD Corp.
Catalog No. 1

SECTION 2
Page 13
Release 1
Effective: }

State of South Dakota

Issued: {

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.4 LIABILITY (Cont'd)

- F. The Company does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. Customers and authorized users indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any party or persons, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer, authorized user, or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such equipment so used.
- G. The customer shall indemnify and hold harmless the Company, its directors, officers, employees, and agents, successors, and assigns, from all damages, costs, expenses and liabilities, including all attorneys' fees and disbursements, sustained by the Company in any action commenced by any third party and arising in connection with the customer's performance of its obligations and duties under this Catalog; and the customer shall indemnify and hold the Company harmless from and against any and all claims arising from or relating to the Company's provision of facilities or services to customer under this Catalog.

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.

SD2003-001

Qwest LD Corp.
Catalog No. 1SECTION 2
Page 14
Release 1
Effective: }State of South Dakota
Issued: {**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING****2.2 ESTABLISHING AND FURNISHING SERVICE**
2.2.4 LIABILITY (Cont'd)

- H. The Company's liability for damages arising out of any additions, omissions, interruptions, delays, mistakes, errors, or defects in the transmission occurring in the course of furnishing the service or facilities, shall in no event exceed an amount that is equivalent to the proportionate charge for the period of service during which the fault in transmission occurs.
- I. In no event shall the Company or any of its affiliates be liable to the customer, its customers or any of their affiliates under this Catalog for damages to the customer's supplier's interconnection facilities resulting from the furnishing of services, including the installation and removal of equipment and associated wiring.
- J. In no event shall the Company or any of its affiliates be liable to the customer, its customers or any of their affiliates under this Catalog for any act or omission of any other entity furnishing a portion of the service, facilities or equipment associated with the service or for damages caused by services, facilities or equipment furnished by such entity.
- K. The Company shall be entitled to take, and shall have no liability whatsoever for any action as deemed necessary or appropriate by the Company to bring the services or its practices into conformity with any rules, regulations, orders, decisions, or directives of the Federal Communications Commission or other governmental agency. The customer shall cooperate fully with the Company and take all actions, as may be requested by the Company, to comply with any such rules, regulations, orders, decisions or directives.

2.2.5 CANCELLATION OF SERVICE BY A CUSTOMER

A customer may discontinue service, either in part or in its entirety, provided that the customer has fulfilled all Minimum Service Period obligations.

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.
SD2003-001

Qwest LD Corp.
Catalog No. 1

SECTION 2
Page 15
Release 1
Effective: }

State of South Dakota
Issued: {

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

2.2.6 USE OF SERVICE

- A. The Company's services may not be used for the unlawful or unauthorized provision of telecommunications services.
- B. Service furnished by the Company may be used for one or more of the following:
- For the transmission of communications by the customer;
 - For the transmission of communications by an authorized user as defined herein;
or
 - For the transmission of communications to or from a customer of another common carrier, which has subscribed to the Company's communications services.
- C. The customer shall not use nor permit others to use the service in a manner that could impede or interfere with the services provided to others, that could harm the facilities of the Company or others, or that is inconsistent with any applicable law or regulations.
- D. No person, firm, corporation, agency, customer, authorized user or other entity shall resell nor permit others to resell the Company's services without the prior written consent of the Company.

2.2.7 PAYMENT ARRANGEMENTS

- A. The customer is responsible for payment of all charges for services furnished to the customer and/or authorized users. This responsibility is not changed by virtue of any use, misuse, or abuse of the customer's service or customer-provided equipment or facilities by third parties, including, without limitation, the customer's employees or the public.
- B. Late Payment Charge
1. A charge at the rate of 1.25% applies to all amounts previously billed on customer's bills and remaining unpaid at the time the next bill is prepared.
 2. Government accounts, other than Federal or State, where this regulation and state law could conflict, shall be extended an additional 30 days. Amounts unpaid at the end of that 60-day period will be assessed a late payment fee of 2.5% and 1.25% per month thereafter. Where there is no meeting date conflict, the extension does not apply.

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.
SD2003-001

Qwest LD Corp.
Catalog No. 1

SECTION 2
Page 16
Release 1
Effective: }

State of South Dakota

Issued: {

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.7 PAYMENT ARRANGEMENTS

B. Late Payment Charge (Cont'd)

3. Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge.
 4. The late payment charge does not apply to final accounts.
 5. The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.
 6. The late payment charge applies to customer's accounts with an unpaid balance of greater than \$15.00.
- C. Usage charges are billed after each usage cycle. In the event that the Company's usage recording system fails or is otherwise unavailable for all or part of any billing period, the Company shall be entitled to make a reasonable estimate of customer's usage of services in the period in question for billing purposes.
- D. Nonrecurring charges are payable when the service for which they are specified has been ordered. If an entity other than the Company (e.g., another carrier or supplier) imposes or will impose charges on the Company in connection with an ordered service, those costs will also be charged to the customer.
- E. If an entity other than the Company (e.g., another carrier or supplier) imposes charges on the Company in connection with the provision of any aspect of the service, the customer shall pay all such charges, either directly to the local access provider or to the Company. The Company, at its sole discretion, reserves the right to reimburse or waive such charges.
- F. All stated charges in this Catalog are computed by the Company exclusive of any federal, state, local, use, excise, gross receipts, sales or privilege taxes, duties, fees or similar liabilities. Such taxes, fees, etc., shall be paid by the customer.

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.

SD2003-001

**Qwest LD Corp.
Catalog No. 1**

SECTION 2
Page 17
Release 1
Effective: }

State of South Dakota
Issued: {

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE
2.2.7 PAYMENT ARRANGEMENTS (Cont'd)

- G. Any objections to billed charges must be promptly reported to the Company. If notice of a dispute of charges is not received by the Company within 180 days after an invoice is rendered, such invoice may be deemed to be correct and binding. Adjustments to invoices shall be made to the extent that circumstances exist which reasonably indicate that such charges are inappropriate.
- H. In the event the Company incurs fees or expenses in collecting, or attempting to collect any charges owed the Company, or to otherwise enforce the provisions in this Catalog, the customer will be liable to the Company for the payment of all such fees and expenses. Such fees and expenses may include, but are not limited to, attorney's fees, court and other costs, costs of investigation, and any other related expenses in connection therewith.
- I. Payment of bills for service may be made by any means mutually acceptable to the customer and the Company. Payment which is not honored or paid by the customer's designated financial institution will be considered as nonpayment. A charge will apply whenever a payment for service on an active account is not accepted by the customer's designated financial institution. When billing is provided by a local exchange company on behalf of the Company, the local exchange company's return payment charge applies.

	CHARGE
• Returned Payment Charge, per occasion	\$10.00

Qwest LD Corp.
Catalog No. 1**SECTION 2**
Page 18
Release 1
Effective: }**State of South Dakota**
Issued: {**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING****2.2 ESTABLISHING AND FURNISHING SERVICE****2.2.7 PAYMENT ARRANGEMENTS (Cont'd)**

- J. If a check, draft, or other payment instrument remitted by a customer or authorized user is dishonored more than once during a 12-month period, the Company may refuse acceptance of further such payment methods and place the debtor on a cash basis. Under a cash basis, the Company may require payment in the form of U.S. currency, money orders, or an instrument that is guaranteed or issued by a third party that is acceptable to the Company.
- K. The applicant or customer may be required to make a deposit to be held as a guarantee for the payment of charges for services furnished. When service is terminated, the amount of the deposit, with interest, will be applied to any indebtedness to the Company. A deposit will be refunded or credited to the customer's account after 12 months if the customer has not been delinquent in payment. The deposit will bear simple interest at the rate of 7%, on the actual amount on deposit with the Company. When billing is provided by a local exchange company on behalf of the Company, the local exchange company's deposit policy applies.
- L. In the event that a customer's account becomes delinquent, the Company may require the prepayment of additional months of actual or estimated recurring and/or nonrecurring charges for the services ordered hereunder as a condition of the continued provision of all such services. The Company also reserves the right to eliminate or otherwise modify any discounts applicable to any service being supplied to the customer under such circumstances.

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SD2003-001

Qwest LD Corp.
Catalog No. 1

SECTION 2
Page 19
Release 1
Effective: }

State of South Dakota
Issued: { _____ }

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

2.2.8 CHANGE IN SERVICE ARRANGEMENT

When a change in service arrangement involves the use of facilities or services furnished by the Company, installation charges do not apply to the facilities or services continued in use. The Minimum Service Period for the facilities or services continued in use is determined by the date of the initial acceptance thereof.

2.2.9 RESTORATION OF SERVICE

The use and restoration of service provided in emergency situations shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

2.2.10 INSPECTION

The Company, or its authorized agents, may, upon reasonable notice, make such tests and inspections as may be necessary to determine that the premises are in compliance with the terms and conditions of this Catalog, and with installation, operational, or maintenance specifications of the Company. If requirements are not met, the Company may interrupt the service at any time, without penalty to the Company.

2.2.11 CANCELLATION FOR CAUSE BY THE COMPANY

- A. The Company may immediately discontinue the furnishing of services to a customer, without incurring any liability, upon a violation of any of the provisions governing the furnishing of service under this Catalog or any applicable laws, rules or regulations, or upon non-payment of any sum owed to the Company.
- B. The Company may immediately discontinue the furnishing of services to a customer without incurring any liability, if the Company determines that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities, or services.
- C. The Company may immediately discontinue the furnishing of services to a customer, without incurring any liability, if the customer:
 - Refuses to furnish information regarding the customer's credit-worthiness, its past or current use of common carrier services, or its planned use of services; or
 - Provides false information pertaining to its credit-worthiness, its past or current use of common carrier services, or its planned use of services.

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.
SD2003-001

Qwest LD Corp.
Catalog No. 1

SECTION 2
Page 20
Release 1
Effective: }

State of South Dakota

Issued: {

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.11 CANCELLATION FOR CAUSE BY THE COMPANY (Cont'd)

- D. The Company may immediately discontinue the furnishing of services to a customer, without incurring any liability, if the customer uses, or attempts to use, service with the intent to avoid payment, either in whole or in part, by rearranging, tampering with, or making connections to the Company's service which is not authorized by this Catalog or by using tricks, schemes, false or invalid accounts numbers, false credit devices, electronic devices, or any other fraudulent means or devices.
- E. The Company may immediately discontinue the furnishing of services to a customer upon written notice, without incurring any liability, if a voluntary or involuntary proceeding is commenced by or against the customer in any jurisdiction seeking liquidation, reorganization or other relief under any bankruptcy or similar law; or if the customer makes an assignment for the benefit of creditors which is not dismissed within 60 calendar days of filing; or the customer generally does not pay, or is not able to pay their debts as they become due.
- F. The Company may immediately discontinue the furnishing of services to a customer upon at least five days written notice, without incurring any liability, if the customer fails to perform or observe any regulation or obligation set forth under this Catalog and any such failure remains unremedied after receipt of a notice from the Company informing the customer of such failure.
- G. Discontinuance of services by the Company pursuant to this section shall not relieve the customer of any Minimum Service Period obligations or any other obligation to pay the Company for charges due and owing for facilities and/or services furnished up to the time of discontinuance.
- H. The remedies set forth herein shall not be exclusive and the Company at all times shall be entitled to all rights available to it under either law or equity.

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.
SD2003-001

**Qwest LD Corp.
Catalog No. 1**

**SECTION 2
Page 21
Release 1
Effective: }**

State of South Dakota
Issued: {

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

2.2.12 TESTING AND ADJUSTMENTS

Upon reasonable notice, the facilities, equipment, and/or services provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

Qwest LD Corp.
Catalog No. 1

SECTION 2
Page 22
Release 1
Effective: }

State of South Dakota
Issued: {

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

2.2.14 INTERCONNECTION WITH OTHER CARRIERS

- A. Service furnished by the Company may be connected with services or facilities of another participating carrier, authorized user, or joint user. Such interconnection may be made at a Company terminal or entrance facility, at a terminal of another carrier, or at the premises of a customer or an authorized user. Service furnished by the Company is not part of a joint undertaking with such other carriers.
- B. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of the Company and other carriers shall be provided at the customer's expense. Upon written request and acting as his authorized agent, the Company will use its best efforts to make the necessary arrangements for such interconnection.
- C. Service furnished by the Company may be interconnected with the facilities or services of another carrier under the terms and conditions of tariffs applicable to such connections. Service may not be arranged for resale by any customer, user, or other entity, without the prior written consent of the Company.
- D. The Company may order interconnection facilities and/or initiate the presubscription process on behalf of a customer if the customer furnishes the Company with a Letter of Agency. The customer's use of interconnection facilities shall conform to the regulations, terms, and conditions under which the carrier provides such access. The customer shall bear the ultimate responsibility for all aspects of the local interconnection facility including, but not limited to, ordering, testing, installation, maintenance, use, and payment of such facilities.

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.
SD2003-001

Qwest LD Corp.
Catalog No. 1**SECTION 2**
Page 23
Release 1
Effective: }State of South Dakota
Issued: {**2. GENERAL REGULATIONS - CONDITIONS OF OFFERING****2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)****2.2.15 ALLOWANCE FOR INTERRUPTIONS**

- A. The customer may be eligible for an Allowance for Interruption in service, subject to the following conditions:
1. A Service Interruption shall be deemed to have commenced upon verifiable notification thereof by the customer to the Company, or when indicated by network control information actually known to the Company's personnel, whichever is earlier. Each such interruption shall terminate upon restoration of the affected service, as determined by the Company.
 2. An Allowance for Interruption shall be granted only for Service Interruptions resulting from the unavailability of the circuits arranged by the Company to the customer and shall not be granted if the interruption of any service is due to an outage or other defect occurring in the facilities furnished by any other carrier.
 3. An interruption period begins when the customer reports to the Company that the service has been interrupted and releases it for testing and repair. An interruption period ends when the service is restored. If the customer reports the service to be inoperative but declines to release it for testing and repair, the service is deemed to be impaired, but not interrupted.
 4. If the customer elects to use the services of another carrier after any of the above interruptions, or during a period when the customer is unable to place a call using the Company's services, the customer shall pay the charges for the alternative service used.

NOTICETHE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.
SD2003-001

Qwest LD Corp.
Catalog No. 1

SECTION 2
Page 24
Release 1
Effective: }

State of South Dakota
Issued: {

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.15 ALLOWANCE FOR INTERRUPTIONS

A. (Cont'd)

5. For services that are subject to a monthly recurring charge, allowances for interruptions will be determined as follows:
 - a. When service is interrupted for a period of less than two hours, no credit allowance will be given.
 - b. When the service is interrupted for a period of 2 to 24 hours, the amount of the credit allowance shall not exceed 1/30 of the monthly recurring charge or charges for the circuit.
 - c. When the service is interrupted for a period over 24 hours, the amount of the credit allowance shall not exceed 1/30 of the monthly recurring charge or charges for the circuit multiplied by the number of 24 hour periods during which the service was interrupted.
6. Allowances for Interruptions shall be included in a subsequent monthly invoice. The amount of the credit allowance shall be determined by the Company and shall not exceed an amount equivalent to the proportionate charge for the period during which the service is interrupted. In no event shall usage charges be eligible for Allowances for Interruptions.

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.
SD2003-001

Qwest LD Corp.
Catalog No. 1

SECTION 2
Page 25
Release 1
Effective: }

State of South Dakota
Issued: {

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.15 ALLOWANCE FOR INTERRUPTIONS

A. (Cont'd)

7. Allowances for Interruptions shall be granted upon a customer's request and at the Company's sole discretion. No credit allowances shall be made for:
 - a. Interruptions that are caused by the negligence of the customer or others authorized by the customer to use the customer's service.
 - b. Interruptions that are due to the failure of power, equipment, systems, or services not provided by the Company.
 - c. Interruptions during any period during which the Company or its agents are not afforded access to the premises where access lines associated with the customer's service are located.
 - d. Interruptions during any period when the customer or user has released the service to the Company for maintenance, rearrangement, or the implementation of a customer order.
 - e. Interruptions during any period when the customer or user has refused to release the service for testing or repair.
 - f. Interruptions during any period when the non-completion of calls is due to network busy conditions.
 - g. Interruptions not promptly reported to the Company.

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.
SD2003-001

**Qwest LD Corp.
Catalog No. 1**

**SECTION 2
Page 26
Release 1
Effective: }**

State of South Dakota
Issued: {

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.3 SPECIAL TAXES, FEES, CHARGES

Insofar as practicable, any sales, use, privilege, excise, franchise or occupation tax, costs of furnishing service without charge or similar taxes or impositions now or hereafter levied by the Federal, State, or Local government or any political subdivision or taxing authority thereof may be billed by the Company to its exchange customers on a pro rata basis in the areas wherein such taxes, impositions or other charges shall be levied against the Company.

NOTICE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS SUBJECT TO CHANGE.
SD2003-001

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

**IN THE MATTER OF THE APPLICATION OF
QWEST LD CORP. D/B/A QWEST LONG
DISTANCE FOR A CERTIFICATE OF
AUTHORITY TO PROVIDE INTEREXCHANGE
TELECOMMUNICATIONS SERVICES IN
SOUTH DAKOTA**

**ORDER GRANTING
CERTIFICATE OF
AUTHORITY**

TC03-041

On January 27, 2003, the Public Utilities Commission (Commission), in accordance with SDCL 49-31-3 and ARSD 20:10:24:02, received an application for a certificate of authority from Qwest LD Corp. d/b/a Qwest Long Distance (Qwest LD).

Qwest LD proposes to be a resale interexchange carrier that will provide intrastate voice and data long distance telecommunications services, operator services, directory assistance and 800 services throughout South Dakota. Qwest LD proposes offering these services in the state of South Dakota after it receives approval from the Federal Communications Commission of its Section 271 Application. A proposed tariff was filed by Qwest LD. The Commission has classified long distance service as fully competitive.

On January 30, 2003, the Commission electronically transmitted notice of the filing and the intervention deadline of February 14, 2003, to interested individuals and entities. No petitions to intervene or comments were filed and at its April 1, 2003, meeting, the Commission considered Qwest LD's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to a continuous \$25,000 surety bond.

The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-3 and ARSD 20:10:24:02 and 20:10:24:03. The Commission finds that Qwest LD has met the legal requirements established for the granting of a certificate of authority. Qwest LD has, in accordance with SDCL 49-31-3, demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota. The Commission approves Qwest LD's application for a certificate of authority, subject to a continuous \$25,000 surety bond. As the Commission's final decision in this matter, it is therefore

ORDERED, that Qwest LD's application for a certificate of authority to provide interexchange telecommunications services is hereby granted, subject to a continuous \$25,000 surety bond. It is

FURTHER ORDERED, that Qwest LD shall file informational copies of tariff changes with the Commission as the changes occur.

Dated at Pierre, South Dakota, this 8th day of April, 2003.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By: Alaine Kolbs

Date: 4/9/03

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

Robert K. Sahr

ROBERT K. SAHR, Chairman

Gary Hanson

GARY HANSON, Commissioner

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

CERTIFICATE OF AUTHORITY

To Conduct Business As A Telecommunications Company
Within The State of South Dakota

Authority was Granted as of the date of the
Order Granting Certificate of Authority
Docket No. TC03-041

This is to certify that

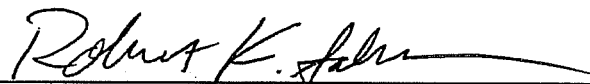
QWEST LD CORP. D/B/A QWEST LONG DISTANCE

is authorized to provide interexchange telecommunications services in
South Dakota.

This certificate is issued in accordance with SDCL 49-31-3 and ARSD
20:10:24:02, and is subject to all of the conditions and limitations contained in the
rules and statutes governing its conduct of offering telecommunications services.

Dated at Pierre, South Dakota, this 5th day of April, 2003.

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:**



ROBERT K. SAHR, Chairman



GARY HANSON, Commissioner





Timothy J. Goodwin
Senior Attorney
1801 California
Suite 4700
Denver, CO 80202
303-896-9874
303-896-8120 (fax)
tim.goodwin@qwest.com

FAX Received MAY 01 2003

May 1, 2003

RECEIVED

MAY 02 2003

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Pamela Bonrud
Executive Director
Public Utilities Commission of the State of South Dakota
500 East Capitol Avenue
Pierre, SD 57501

Re: (1) Application of Qwest Communications Corporation for a Certificate of Authority, South Dakota PUC Docket TC003-063
(2) Application of Qwest LD Corp d/b/a Qwest Long Distance for a Certificate of Authority, South Dakota PUC Docket TC003-041

Dear Ms. Bonrud:

Through a series of communications, Bonnie Bjork of the Commission Staff raised some concerns that the bonds executed by Qwest Communications Corporation ("QCC") and Qwest LD Corp d/b/a Qwest Long Distance ("QLDC") should be changed to reflect that they are made in favor of both the Public Utilities Commission and the consumers of QCC and QLDC services in South Dakota. We have arranged for the requested changes to be made, and I attach the original and ten copies of a rider to be attached to the QCC and QLDC bonds for filing with the Commission. If you have any questions, do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy J. Goodwin".

Timothy J. Goodwin

enclosures

cc: Bonnie Bjork (via facsimile 605-773-3809)
Colleen Sevold

RECEIVED

MAY 02 2003

RIDER

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

To be attached to and form a part of:

Type of Bond: **Indemnity Bond to the People of the State of South Dakota**

Bond No.: **905-039-091**

executed by: **Qwest LD Corp.**, as Principal

and by: **Liberty Mutual Insurance Company**, as Surety,

in favor of: **Consumers of Qwest LD Corp.'s services in South Dakota**, as Obligee,

and dated: **March 12, 2003**

In consideration of the premium charged for the attached bond, it is hereby agreed to change:

The Obligee

From: **Consumers of Qwest LD Corp.'s services in South Dakota**

To: **South Dakota Public Utilities Commission and Consumers of Qwest LD Corp.'s services in South Dakota**

The attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified.

This rider is effective: **March 12, 2003**

Signed and Sealed: **April 23, 2003**

Principal: **Qwest LD Corp.**

By:

Kelly S. Carter

**KELLY S. CARTER
VICE PRESIDENT FINANCE, TAX**

Name/Title

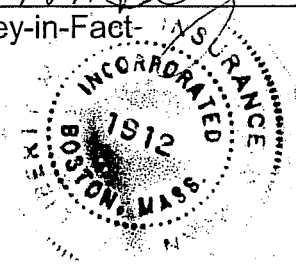
*Original Rider is
in Delaine's bottom
desk drawer.*

Surety: **Liberty Mutual Insurance Company**

By:

Krista M. Stromberg

Krista M. Stromberg, Attorney-in-Fact



**NOTICE FROM SURETY REQUIRED BY
TERRORISM RISK INSURANCE ACT OF 2002**

In accordance with the Terrorism Risk Insurance Act of 2002 (referred to hereinafter as the "Act"), this disclosure notice is provided for surety bonds on which one or more of the following companies is the issuing surety: Liberty Mutual Insurance Company; Liberty Mutual Fire Insurance Company; LM Insurance Corporation; The First Liberty Insurance Corporation; Liberty Insurance Corporation; Employers Insurance Company of Wausau (formerly "EMPLOYERS INSURANCE OF WAUSAU A Mutual Company"); Peerless Insurance Company; and any other company that is a part of or added to the Liberty Mutual Group for which surety business is underwritten by Liberty Bond Services (referred to collectively hereinafter as the "Issuing Sureties").

NOTICE FORMS PART OF BOND

This notice forms part of surety bonds issued by any one or more of the Issuing Sureties.

DISCLOSURE OF PREMIUM

The premium attributable to any bond coverage for "acts of terrorism" as defined in Section 102(1) of the Act is Zero Dollars (\$0.00).

**DISCLOSURE OF FEDERAL PARTICIPATION
IN PAYMENT OF TERRORISM LOSSES**

The United States will reimburse the Issuing Sureties for ninety percent (90%) of any covered losses from terrorist acts certified under the Act exceeding the applicable surety deductible.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

That Liberty Mutual Insurance Company (the "Company"), a Massachusetts mutual insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **PATRICK D. DINEEN, HEIDI BOCKUS, KRISTA M. STROMBERG, THOMAS J. JOCHUMS, KATHIE L. WIEGERS, TEVY LOR, JAY A. MILEY, SUZANNE HOLDEN, APRIL L. CHAMPAGNE, ALL OF THE CITY OF SEATTLE, STATE OF WASHINGTON**.....

....., each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **SEVENTY-FIVE MILLION AND 00/100***** DOLLARS (\$ 75,000,000.00*******) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XVI - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer or other official of the company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the company by their signature and execution of any such instruments and to attach thereto the seal of the company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XVI, Section 5 of the By-laws, Timothy C. Mulloy, an official of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. All Powers of Attorney attested to or executed by Timothy C. Mulloy in his capacity as an officer or official of Liberty Mutual Insurance Company, whether before, on or after the date of this Authorization, including without limitation Powers of Attorney attested to or executed as Assistant Secretary of Liberty Mutual Insurance Company, are hereby ratified and approved.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 18th day of June, 2002.

LIBERTY MUTUAL INSURANCE COMPANY

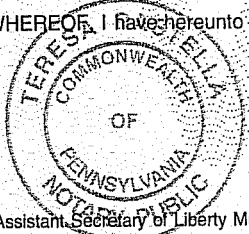


By Timothy C. Mulloy
Timothy C. Mulloy, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 18th day of June, 2002, before me, a Notary Public, personally came Timothy C. Mulloy, to me known, and acknowledged that he is an official of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2005
Member, Pennsylvania Association of Notaries

Teresa Pastella
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney was one of the officers or officials specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XVI, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 23rd day of April, 2003

John J. He
Notary Public

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-800-898-8989 between 9:00 am and 4:30 pm EST on any business day.

**All-Purpose
Certificate of Acknowledgment**

State of Washington
 County of King }

On April 23, 2003 before me, Kathie L. Wiegars,
DATE NAME OF NOTARY PUBLIC

personally appeared Krista M. Stromberg
NAME(S) OF SIGNER(S)

- personally known to me - OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand and official seal.

Kathie L. Wiegars
SIGNATURE OF NOTARY PUBLIC

Though the data below is not required by law, it may prove valuable to persons relying on the document and prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT(S)
<input type="checkbox"/> Individual(s)	Type of Document
<input type="checkbox"/> Corporate Officer:	Rider
<input type="checkbox"/> Title(s)	Number of Pages
<input type="checkbox"/> Partner(s)	Two (2)
<input checked="" type="checkbox"/> Attorney-in-Fact	Date of Document
<input type="checkbox"/> Trustee(s)	April 23, 2003
<input type="checkbox"/> Subscribing Witness	Signer(s) Other Than Named Above
<input type="checkbox"/> Guardian/Conservator	Qwest LD Corp.
<input type="checkbox"/> Other:	

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
Liberty Mutual Insurance Company