

K7/BB

TC03-063

DOCKET NO. \_\_\_\_\_

In the Matter of \_\_\_\_\_  
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 \_\_\_\_\_  
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IN THE MATTER OF THE  
 APPLICATION OF QWEST  
 COMMUNICATIONS CORPORATION  
 FOR A CERTIFICATE OF AUTHORITY  
 TO PROVIDE INTEREXCHANGE  
 TELECOMMUNICATIONS SERVICES  
 AND OPERATOR SERVICES IN SOUTH  
 DAKOTA

**Public Utilities Commission of the State of South Dakota**

DATE	MEMORANDA
4/1 03	Filed and Rocketed;
4/3 03	Weekly Filing;
4/18 03	Surety Bond;
5/1 03	Bond Rides;
5/16 03	Order Granting C.O.A;
5/16 03	Rocket Closed



**RECEIVED**  
APR 01 2003  
**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

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

March 31, 2003

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

**Re: Application of Qwest Communications Corporation for Certificate of Authority**

Dear Ms. Bonrud:

I attach the original and ten copies of the application and request for authority of Qwest Communication Corporation (QCC) for a certificate of authority for certain interexchange services. Primarily, QCC seeks to amend its existing certificate of authority to add operator services. In the alternative, Qwest seeks all authority to conduct interexchange services, both interLATA and intraLATA, in addition to operator services.

To process the application, I also attach a check in the amount of \$250. If you have any questions or concerns about this filing, do not hesitate to call.

Sincerely,

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

Timothy J. Goodwin

BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA

In the Matter of the Application of  
Qwest Communications Corporation  
for a Certificate of Authority To Provide  
Interexchange Telecommunications Services  
And Operator Services in South Dakota

TC 03-\_\_\_\_\_

APPLICATION AND  
REQUEST FOR  
AUTHORITY

Application is made to the South Dakota Public Utilities Commission ("Commission") for a Certificate of Authority authorizing Qwest Communications Corporation ("QCC") to provide operator services and, in the event the Commission determines it necessary interexchange telecommunications services, in South Dakota.

BACKGROUND

Pursuant to documentation issued by this Commission, QCC currently holds a Certificate of Authority to resell and to provide facilities-based interexchange services in South Dakota.<sup>1</sup> QCC does not currently serve any long distance customers in South Dakota as a result of the Qwest Communications International Inc. and U S WEST, Inc. merger.<sup>2</sup>

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*

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<sup>1</sup> Docket No. TC94-104. On December 9, 1994, the Commission granted Southern Pacific Telecommunications Company (S P Telecom). By letter dated August 22, 1995, S P Telecom filed a change of name with the Commission, which became effective September 23, 1995. On September 14, 1998, QCC submitted a letter to the Commission asking whether it must amend its reseller COA in order to provide facilities-based interexchange services in South Dakota. By letter dated October 2, 1998, the Commission advised QCC that no amendment was necessary to provide facilities-based interexchange services.

*Market Under Section 271 of the Telecommunications Act of 1996.*<sup>3</sup> QCC was originally designated as the section 272 affiliate. Subsequent issues over financial restatements led QCC to be withdrawn as the section 272 affiliate for purposes of FCC section 271 approval. Consequently, Qwest LD Corp. was created to operate as the interim section 272 affiliate until completion of QCII's restatement process.<sup>4</sup> After the restatement process is complete, Qwest LD Corp. will be merged into QCC.<sup>5</sup> Therefore, QCC seeks to have all necessary operating authority in place so that after the FCC grants section 271 relief, and the QCII restatement process is completed, QCC can offer a broad range of long distance services to residential and business customers in South Dakota.

By this application, QCC requests to amend its existing COA to add operator services. However, during recent discussions with the Commission Staff, the Staff contended that QCC does not possess the complete interexchange operating authority it assumed it held. QCC disagrees. Although QCC ceased providing interexchange services during the interim period between the Qwest/U S WEST merger and FCC approval of Qwest Corporation's section 271 application, QCC never surrendered its Certificate of Authority to provide interexchange services in South Dakota. Nevertheless, in the interest of expeditiously resolving this matter, and without waiving its position that QCC's existing COA provides the required authority to provide interLATA and intraLATA telecommunications services, QCC submits this Application (1) for authority to amend its current COA to provide operator services, and, in the alternative if deemed

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<sup>2</sup> In order to comply with Section 271 of the Communications Act of 1934, as amended, as of the closing of the merger, QCC ceased providing interLATA services in the U S WEST, Inc. region.

<sup>3</sup> *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).

<sup>4</sup> Qwest LD Corp. filed an Application for a COA with the Commission on January 23, 2003, which is currently pending. Docket No. TC03-041.

necessary by the Commission, (2) for a COA for QCC to provide interLATA and intraLATA telecommunications services, both resale and facilities-based, as well as operator services.

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

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

Qwest Communications Corporation  
1801 California Street  
Denver, Colorado 80202  
(303) 992-1400

2. QCC will do business as Qwest Long Distance.

3. QCC is a privately held corporation, organized under the laws of the State of Delaware. A copy of QCC's Certificate of Incorporation is attached as Exhibit 1. QCC is a foreign corporation with authority to transact business in the State of South Dakota. QCC's Certificate of Authority from the South Dakota Secretary of State is attached as Exhibit 2.

4. QCC's registered agent in South Dakota is:

CT Corporation System  
319 South Coteau Street  
Pierre, SD 57501

5. None of QCC's officers or directors have any direct ownership interest in QCC. QCC is a wholly owned subsidiary of Qwest Services Corporation, which is a wholly owned subsidiary of Qwest Communications International Inc., which is a publicly traded entity on the New York Stock Exchange.

6. QCC is a facilities-based and resale interexchange carrier that provides a broad range of interLATA and intraLATA telecommunications services for voice and data applications

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<sup>5</sup> QCC anticipates that both QLDC and QCC will operate as separate section 272 affiliates until the merger is consummated.

to businesses and residences across the country. QCC plans to provide a similar range of interLATA and intraLATA telecommunications services for voice and data applications to businesses and residences in South Dakota. QCC also proposes to provide operator assisted calls from payphone locations, aggregator locations, residences, and businesses. QCC proposes offering these services in the State of South Dakota only after Qwest Corporation receives approval from the Federal Communications Commission for its Section 271 Application and after completion of the QCII restatement process.

7. QCC will provide interLATA and intraLATA telecommunications services within South Dakota by means of either resale, the leasing of facilities, and/or the construction of its own facilities. QCC will provide operator services within South Dakota by means of calling cards, collect calls, billing to third party and person-to-person. QCC will also provide casual calling.<sup>6</sup> QCC 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. QCC will provide its interLATA and intraLATA telecommunications services and operator services on a statewide basis.

9. QCC's balance sheet, income statement, and statement of cash flows are consolidated at the level of QCC's parent, Qwest Communications International, Inc. (QCII). QCII's most recent annual report on form 10-K, for the year 2001, is in the process of being restated, as discussed in the Form 8-K filed with the Securities and Exchange Commission on February 20, 2003. That Form 8-K, a copy of which is attached as Exhibit 3, includes as

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<sup>6</sup> Casual calling (also known as "dial around") is a process where long-distance calls are automatically routed to the chosen (pre-subscribed) company(s) without having to dial a code. However, a call can be routed through a different provider by dialing the carrier's specific seven-digit access code before making the call. Casual calling or dial around applies when a caller, not pre-subscribed to QCC, accesses the QCC network via a QCC access code such as 10-10-XXX, or, 1-800-XXX.

attachments unaudited financial information for the year ended December 31, 2002, including income statements (statements of operations), statement of cash flows, and a balance sheet. The unaudited information in the attached form 8-K is subject to revision upon completion of the audit. If this information at the parent company level is deemed insufficient pursuant to ARSD 20:10:24:02(8), QCC requests a waiver of this requirement pursuant to ARSD 20:10:24:02(15).

10. A copy of QCC's catalog pages with terms and conditions of services is attached as Exhibit 4. In support of the prepaid items and customer deposits called for in the catalog, QCC shall obtain and file with the Commission a bond in the amount of \$25,000 before engaging in or marketing any activities addressed or addressed in alternative in this application.

11. QCC's regulatory matters in South Dakota should be directed to:

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

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 QCC 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

Primary interexchange carrier (“PIC”) disputes: (800) 244-1111

14. QCC is registered or certified to provide telecommunications services in the following states/territories: Alabama, Arkansas, California, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Mississippi, Missouri, Nevada, New Hampshire, New Jersey, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Vermont, Virginia, West Virginia, and Wisconsin. In addition, QCC is registered or certified to provide telecommunications services in the following Qwest Corporation in-region states: Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming.<sup>7</sup>

15. To the best of our knowledge and records, QCC has not been denied registration or certification to provide telecommunications services and is currently in good standing with the appropriate regulatory agencies in all states where it is registered or certified.

16. QCC will market its interexchange services statewide in South Dakota to residential and business customers. QCC will market its operator services statewide in South Dakota to business, residential and aggregator customers. QCC will market its services through internal channels and through third party vendors. QCC’s services will also be marketed pursuant to Section 272(g) of the Act.

17. QLDC’s federal tax identification number is: 04-6141739.

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<sup>7</sup> QCC is an affiliate of Qwest Corporation, which is the ILEC in South Dakota and 13 other “in-region” states.



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

19. QCC has been involved in formal complaints with State and Federal regulatory Commissions regarding acts of what are commonly called "slamming" or "cramming."<sup>8</sup> In October 1999, Qwest was investigated by the Federal Communications Commission ("FCC") regarding unauthorized primary interexchange carrier conversions. In July 2000, Qwest paid a fine and negotiated a consent decree with the FCC. In September 1999, a formal complaint was issued against QCC for alleged slamming incidents in Oklahoma. QCC and the Corporation Commission of Oklahoma reached a settlement agreement whereby Qwest paid a fine and took corrective actions. In February 2000, the South Dakota Public Utilities Commission initiated a formal proceeding against QCC regarding alleged incidents of slamming. In June 2000, QCC and the South Dakota PUC reached a settlement agreement whereby QCC agreed to pay a fine and made certain assurances regarding its "anti-slamming" policies and procedures.<sup>9</sup> In June 2000, the Public Service Commission of Kentucky initiated a formal show cause action against QCC for alleged incidents of slamming. In March 2001, QCC and the Kentucky PSC signed a settlement agreement resolving the matter whereby QCC paid a fine. In November 2000, the Public Utility Commission of Texas issued a formal investigation against QCC for alleged incidents of cramming. In November 2001, QCC and the Texas PUC reached a settlement agreement whereby QCC paid a fine and took other corrective actions. In April 2001, QCC

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<sup>8</sup> QCC does not track individual customer complaints; thus, the information provided here describes only complaints initiated by state utility commissions, attorneys general, and state offices of consumer counsel or similar governmental entities.

<sup>9</sup> See *Order Approving Agreement Regarding Anti-Slamming Practice, Dismissing Motion and Closing Docket TC00-007* (June 28, 2000).

reached a settlement agreement with the New Jersey Board of Public Utilities for alleged violations of slamming and cramming. QCC agreed to pay of a fine and take certain corrective actions requested by the Board. In October 2002, the California Public Utilities Commission issued its decision regarding an investigation of alleged incidents of slamming and cramming against QCC. The California PUC imposed certain remedial measures and a fine. QCC's petition for reconsideration was denied by the PUC in January 2003. QCC filed an appeal in California state court on March 5, 2003, which is currently pending.

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

Dated this 31<sup>st</sup> day of March 2003.

QWEST COMMUNICATIONS CORPORATION

By:  \_\_\_\_\_

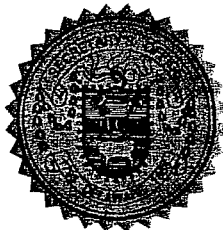
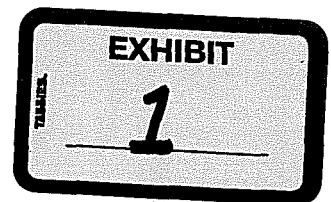
Tim Goodwin, Senior Attorney  
QWEST SERVICES CORPORATION  
1801 California Street  
Denver, CO 80202

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "QWEST COMMUNICATIONS CORPORATION" 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 TWELFTH DAY OF MARCH, A.D. 2002.



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

0642301 8300

AUTHENTICATION: 1661296

020149855

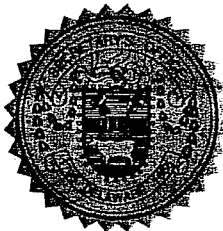
DATE: 03-12-02

# 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 "EVERGREEN LEASING CORPORATION", FILED IN THIS OFFICE ON THE TENTH DAY OF JUNE, A.D. 1966, AT 10 O'CLOCK A.M.



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

0642301 8100

AUTHENTICATION: 1661298

020149855

DATE: 03-12-02

CERTIFICATE OF INCORPORATION  
OF  
EVERGREEN LEASING CORPORATION

First: The name of the corporation is  
EVERGREEN LEASING CORPORATION

Second: Its principal office in the State of Delaware is located at No. 100 West Tenth Street, in the City of Wilmington, County of New Castle. The name of its resident agent in the State of Delaware is The Corporation Trust Company; the address of said resident agent is No. 100 West Tenth Street, Wilmington, Delaware.

Third: The nature of the business and the objects and purposes to be transacted, promoted and carried on are:

1. To own, construct, buy, sell, assign, lease (as either lessor or lessee), repair, equip, supply, maintain and deal in railroad freight cars and other equipment and machinery of every kind and description, as well as devices and appliances of every kind and description which may be used or useful in connection with any equipment or machinery.

2. To buy, sell, establish, maintain, operate or develop systems, services, or procedures for heating, cooling, storing, warehousing, or otherwise protecting, safeguarding or caring for equipment, machinery, devices or property of every kind and description including articles, supplies and commodities which are being transported, loaded, unloaded, or stored.

3. To engage in, promote, contribute to, or arrange for, the conduct of research or development work relating to or useful in connection with any business of this corporation.

4. In furtherance and not in limitation of any powers conferred by the laws of the State of Delaware and of the objects and purposes referred to in the preceding paragraphs of this Article Third:

(a) To purchase or otherwise acquire, own, hold, develop, operate, mortgage, sell and convey, or demise, lease, let and hire business and residential properties, agricultural, timber, mineral and other lands, mines, deposits, quarries, ditches, water and water rights, and other real property of every kind and description or estates or interests therein;

(b) To purchase, manufacture, or otherwise acquire, invest in, own, mortgage, pledge, sell, assign and transfer, or otherwise dispose of, lease, let, hire, trade, deal in and deal with, goods, wares and merchandise and personal property of every kind and description;

(c) To purchase, lease, or otherwise acquire, own, hold, control, operate and use franchises, easements, grants, powers, permits, rights, licenses, privileges and immunities, and other property of every kind and description;

(d) To acquire, and pay for in cash, stock or bonds of this corporation or otherwise, the good will, rights, assets and property, and to

undertake or assume the whole or any part of the obligations or liabilities, of any person, firm, association or corporation, and to carry on any business or businesses so acquired and to do any and all things necessary or proper in connection therewith;

(e) To acquire by purchase, subscription or otherwise, or to underwrite, and to receive, hold, own, guarantee, sell, assign, exchange, transfer, mortgage, pledge or otherwise dispose of or deal in and with any of the shares of the capital stock, or any voting trust certificates in respect of the shares of capital stock, scrip, warrants, rights, bonds, debentures, notes, trust receipts, and other securities, obligations, choses in action and evidences of indebtedness or interest issued or created by any corporations, joint stock companies, syndicates, associations, firms, trusts or persons, public or private, or by the government of the United States of America, or by any foreign government, or by any state, territory, province, municipality or other political subdivision or by any governmental agency, and as owner thereof to possess and exercise all the rights, powers and privileges of ownership, including the right to execute consents and vote thereon, and to do any and all acts and things necessary or advisable for the preservation, protection, improvement and enhancement in value thereof;

(f) To enter into, make and perform contracts of every kind and description with any person, firm, association, corporation, municipality, county, state, body politic or government or colony or dependency thereof;

(g) To borrow or raise money for any of the purposes of the corporation and, from time to time, without limit as to amount, to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures, conditional sale agreements, equipment trusts, and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment of any thereof and of the interest thereon by mortgage upon or pledge, conveyance or assignment in trust of the whole or any part of the property of the corporation, whether at the time owned or thereafter acquired, and to purchase, hold, sell, pledge or otherwise dispose of such bonds or other obligations of the corporation;

(h) To lend to any person, firm or corporation any of its funds, either with or without security;

(i) To purchase, hold, sell and transfer the shares of its own capital stock; provided it shall not use its funds or property for the purchase of its own shares of capital stock when such use would cause any impairment of its capital except as otherwise permitted by law, and provided further that shares of its own capital stock belonging to it shall not be voted upon directly or indirectly;



(j) To guarantee the payment of dividends upon any capital stock or to endorse or otherwise guarantee the principal or interest, or both, of any bonds, debentures, notes, scrip, evidences of indebtedness or other obligations or securities of, or in the performance of any contract or obligations of, or in any other manner to aid, any other corporation or corporations, association or associations, domestic or foreign, or any firm or individual, in so far as the giving of such guaranty or aid may be permitted by law;

(k) To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trade marks and trade names, relating to or useful in connection with any business of this corporation;

(l) To have one or more offices and to conduct its business in any of the states, districts, territories or colonies of the United States, and in any and all foreign countries, subject to the laws thereof;

(m) In general, to carry on any other business in connection with the foregoing, and to have and exercise all of the powers now or hereafter conferred by the laws of the State of Delaware, and to do any or all of the things herein set forth to the same

extent as natural persons might or could do, subject, however, to the provisions of this Article Third.

Fourth: The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000); all of such shares shall be without par value.

Fifth: The minimum amount of capital with which the corporation shall commence business is One Thousand Dollars (\$1,000).

Sixth: The names and places of residence of each of the incorporators are as follows:

<u>Names</u>	<u>Residences</u>
B. J. Consono	Wilmington, Delaware
F. J. Obara, Jr.	Wilmington, Delaware
A. D. Grier	Wilmington, Delaware

Seventh: The corporation is to have perpetual existence.

Eighth: The private property of the stockholders shall not be subject to the payment of corporate debts to any extent whatever.

Ninth: In furtherance, and not in limitation, of the powers conferred by law, the Board of Directors is expressly authorized:

To make, alter and repeal the by-laws of the corporation.

To fix the consideration for which fully paid and non-assessable shares of the common stock without par value may be issued from time to time;

To authorize and cause to be executed mortgages and liens upon the real and personal property of the corporation;

To set apart out of any funds of the corporation available for dividends, a reserve or reserves for any proper purpose, or to abolish any such reserve in the manner in which it was created;

By resolution or resolutions passed by a majority of the whole Board, to designate one or more committees, each committee to consist of two or more of the directors of the corporation, which, to the extent provided in said resolution or resolutions, or in the by-laws of the corporation, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the corporation, and may have power to authorize the seal of the corporation to be affixed to all papers which may require it (such committee or committees to have such name or names as may be stated in the by-laws of the corporation or as may be determined from time to time by resolution adopted by the Board of Directors);

Tenth: Meetings of stockholders and directors may be held without the State of Delaware if the by-laws so provide. The books of the corporation may be kept (subject to any provision contained in the statutes of the State of Delaware) outside the State of Delaware at such place or places as may be from time to time designated by the Board of Directors or in the by-laws of the corporation.

Eleventh: At all elections of directors of this corporation each holder of record of stock possessing voting power shall be entitled to as many votes as shall equal the number of shares of his stock multiplied by the number of directors to be elected and he may cast all of such votes for a single director or may distribute them among the number to be voted for, or any two or more of them as he may see fit.

Twelfth: Each director, officer or employee of the corporation, whether or not in office, or any person who may have served at its request as a director, officer or employee of another corporation in which it owns shares of capital stock or of which it is a creditor, or his personal representative, shall be indemnified by the corporation against claims, liabilities, expenses, and costs actually and necessarily incurred by him or his estate in connection with, or arising out of, any claim, action, or proceeding, civil, criminal or administrative, in which he may become involved, as a party or otherwise, by reason of his being, or having been, an officer, director or employee, or by reason of any action alleged to have been taken or omitted by him in any of such capacities, except in relation to matters as to which he shall be adjudged in any action or proceeding to be liable for actual negligence or misconduct in the performance of his duties as such director, officer or employee.

The right of indemnification herein provided shall also apply in respect of any amount paid in compromise or settlement of any such claim asserted against such director, officer or employee, whether or not in connection with, or arising out of, an action or proceeding and shall include expenses and costs actually and necessarily incurred in connection therewith.

Thirteenth: 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 all rights conferred upon stockholders herein are granted subject to this reservation.

WE, the undersigned, being each of the incorporators hereinbefore named for the purpose of forming a corporation in pursuance of the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that the facts herein stated are true, and accordingly have hereunto set our hands and seals this 9th day of June , 1966.

B. J. Conson (SEAL)

[Signature] (SEAL)

[Signature] (SEAL)

STATE OF DELAWARE }  
COUNTY OF NEW CASTLE } SS.

BE IT REMEMBERED, that on this 9th day of June ,  
A.D. 1966, personally came before me, A. Dana Atwell  
a Notary Public for the State of Delaware, B. J. Consono,  
F. J. Obara, Jr. and A. D. Grier  
the parties to the foregoing Certificate of Incorporation,  
known to me personally to be such, and severally acknowledged  
the said certificate to be the act and deed of the signers  
respectively and that the facts therein states are truly set  
forth.

GIVEN under my hand and seal of office the day and  
year aforesaid.

*A. Dana Atwell*  
\_\_\_\_\_  
Notary Public

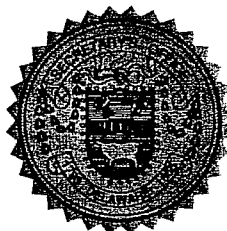


# Delaware

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 AMENDMENT OF "EVERGREEN LEASING CORPORATION", CHANGING ITS NAME FROM "EVERGREEN LEASING CORPORATION" TO "SOUTHERN PACIFIC TELECOMMUNICATIONS COMPANY", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF MARCH, A.D. 1989, AT 10 O'CLOCK A.M.



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

0642301 8100

AUTHENTICATION: 1661300

020149855

DATE: 03-12-02

8900790192

FILED

MAR 20 1989

10am

CERTIFICATE OF AMENDMENT  
OF  
THE CERTIFICATE OF INCORPORATION  
OF  
EVERGREEN LEASING CORPORATION

*John H. ...*  
SECRETARY OF STATE

Evergreen Leasing Corporation, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify that the following amendments to the Certificate of Incorporation of said corporation have been duly adopted in accordance with Section 242 and Section 228 of the General Corporation Law of Delaware:

The Certificate of Incorporation of this Corporation is amended by deleting the Article thereof numbered "First" in its entirety, and by substituting therefor a new Article "First," which shall read as follows:

"First: The name of the corporation is SOUTHERN PACIFIC TELECOMMUNICATIONS COMPANY."

The Certificate of Incorporation of this Corporation is amended by renumbering present Paragraph "4" of Article Third as Paragraph "5," and inserting a new Paragraph "4," which shall read as follows:

"4. To construct, acquire, own, lease, operate and maintain telecommunications facilities and equipment and to engage in the business of providing telecommunications services."

The Certificate of Incorporation of the Corporation is further amended by adding a new Paragraph "6" to Article Third which shall read as follows:

"6. To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware."

IN WITNESS WHEREOF, Evergreen Leasing Corporation hereby caused this certificate to be signed attested by its duly authorized officers this 16th day of March, 1989.

EVERGREEN LEASING CORPORATION

By: *Douglas H. Hanson*  
President

ATTEST:

*A. L. ...*  
Secretary

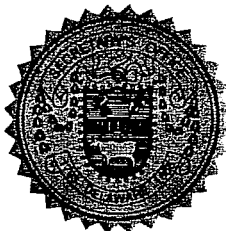


# Delaware

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 AMENDMENT OF "SOUTHERN PACIFIC TELECOMMUNICATIONS COMPANY", CHANGING ITS NAME FROM "SOUTHERN PACIFIC TELECOMMUNICATIONS COMPANY" TO "QWEST COMMUNICATIONS CORPORATION", FILED IN THIS OFFICE ON THE SIXTH DAY OF APRIL, A.D. 1995, AT 2:01 O'CLOCK P.M.



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

0642301 8100

AUTHENTICATION: 1661302

020149855

DATE: 03-12-02

**CERTIFICATE OF AMENDMENT  
OF  
RESTATED CERTIFICATE OF INCORPORATION**

**SOUTHERN PACIFIC TELECOMMUNICATIONS COMPANY** (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Code"), does hereby certify:

**FIRST:** The Board of Directors of the Corporation, by unanimous written consent, has filed with the minutes of the board a duly adopted resolution proposing and declaring advisable the following amendment to the Restated Certificate of Incorporation of the Corporation:

"RESOLVED, that the Board of Directors of the Corporation hereby authorizes and approves that the Corporation change its name from Southern Pacific Telecommunications Company to **Qwest Communications Corporation** by striking out Article 1. of the Corporation's Restated Certificate of Incorporation and substituting in lieu thereof the following new Article:

1. The name of the corporation is **QWEST COMMUNICATIONS CORPORATION.**"

**SECOND:** The Board of Directors of the Corporation, by unanimous written consent, has directed that the foregoing amendment to the Restated Certificate of Incorporation of the Corporation be presented to the stockholders of the Corporation for their consideration.

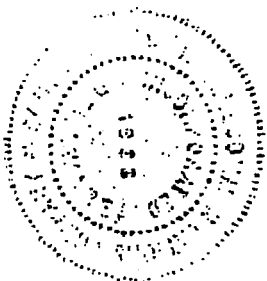
**THIRD:** The stockholders of the Corporation have given their unanimous written consent to the aforesaid amendment to the Restated Certificate of Incorporation in accordance with the provisions of Section 228 of the Code.

**FOURTH:** That said amendment was duly adopted in accordance with the provisions of Section 242 of the Code.

IN WITNESS WHEREOF, Southern Pacific Telecommunications Company has caused this certificate to be signed by Douglas H. Hanson, its President, and attested to by A. K. Whitelaw III, its Assistant Secretary, this 6th day of April, 1995.

Southern Pacific Telecommunications Company

[SEAL]



By: 

Name: Douglas H. Hanson

Title: President

ATTEST:

By: 

Name: A. K. Whitelaw III

Title: Assistant Secretary

# State of South Dakota



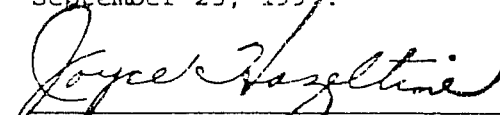
## OFFICE OF THE SECRETARY OF STATE

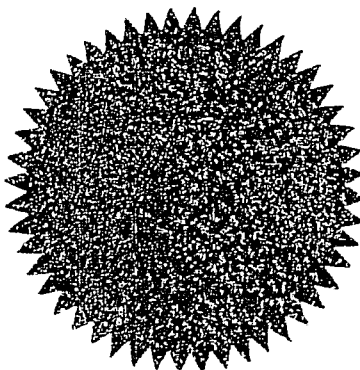
### AMENDED CERTIFICATE OF AUTHORITY

I, JOYCE HAZELTINE, Secretary of State of the State of South Dakota, hereby certify that duplicate of the Application for an Amended Certificate of Authority of QWEST COMMUNICATIONS CORPORATION (DE) d/b/a/ QWEST COMMUNICATIONS THE POWER OF CONNECTIONS changing name to QWEST COMMUNICATIONS CORPORATION 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 Amended Certificate of Authority and attach hereto a duplicate of the application to transact business in this state under the name of QWEST COMMUNICATIONS CORPORATION.

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 25, 1997.

  
JOYCE HAZELTINE  
Secretary of State



EXHIBIT

2

# State of South Dakota

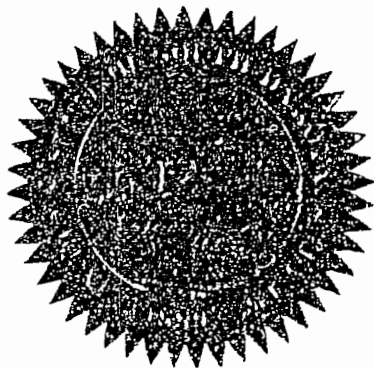


## OFFICE OF THE SECRETARY OF STATE

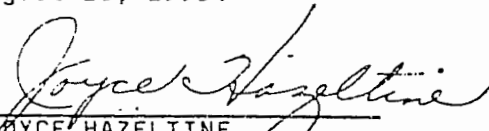
### AMENDED CERTIFICATE OF AUTHORITY

I, JOYCE HAZELTINE, Secretary of State of the State of South Dakota, hereby certify that duplicate of the Application for an Amended Certificate of Authority of SOUTHERN PACIFIC TELECOMMUNICATIONS COMPANY (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 Amended Certificate of Authority and attach hereto a duplicate of the application to transact business in this state under the name of QWEST COMMUNICATIONS CORPORATION, d/b/a QWEST COMMUNICATIONS THE POWER OF CONNECTIONS.



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 August 18, 1995.

  
JOYCE HAZELTINE  
Secretary of State

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# State of South Dakota

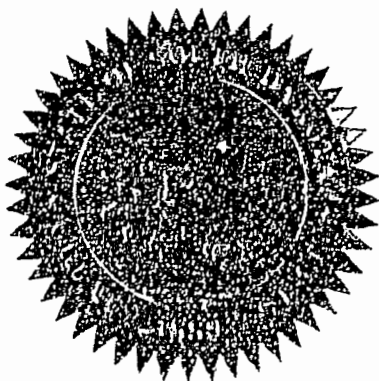


## OFFICE OF THE SECRETARY OF STATE

### CERTIFICATE OF AUTHORITY

I, JOYCE HAZELTINE, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of SOUTHERN PACIFIC TELECOMMUNICATIONS COMPANY (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 under the name of SOUTHERN PACIFIC TELECOMMUNICATIONS COMPANY.



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 6, 1994.

JOYCE HAZELTINE  
Secretary of State

Office of the Secretary of State

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I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "QWEST COMMUNICATIONS CORPORATION" 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 TWENTY-FOURTH DAY OF SEPTEMBER, A.D. 1997.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



*Edward J. Freel*  
\_\_\_\_\_  
The Official Secretary of State

0642301 8300

971319901

AUTHENTICATION

8666768

09-24-97

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**QWEST COMMUNICATIONS INTERNATIONAL INC** filed this on **02/20/2003**.

QuickLinks -- Click here to rapidly navigate through this document

**SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): February 19, 2003

**QWEST COMMUNICATIONS INTERNATIONAL INC.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of incorporation)

**000-22609**

(Commission File Number)

**84-1339282**

(IRS Employer Identification No.)

**1801 California Street, Denver, Colorado**

(Address of principal executive offices)

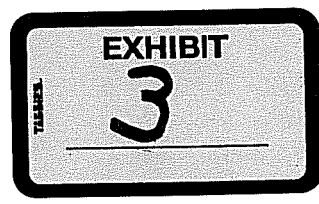
**80202**

(Zip Code)

Registrant's telephone number, including area code: 303-992-1400

**Not applicable**

(Former name or former address, if changed since last report)



**Item 5. Other Events.**

On February 19, 2003, Qwest Communications International Inc. ("Qwest" or the "Company") announced its financial results for the fourth quarter and full year of 2002. A copy of the press release announcing the same is attached as Exhibit 99.1 to this Current Report on Form 8-K.

Note to readers: Please see the attached press release for definitions of certain terms.

On February 19, 2003, Qwest also hosted a conference call with media, analysts, investors and other interested persons during which it discussed its results and related matters. As previously announced, a webcast of the call is accessible on Qwest's website.



On the call or in this Current Report on Form 8-K Qwest announced the following (all numbers are approximate):

- The Company plans in 2003 to invest \$75 million in DSL in the 14-state region weighted toward the second half of the year, expanding the addressable base by approximately 20%
- The 2002 results reported by the Company reflect adjustments primarily due to the flow through of accounting adjustments from previous periods, including a \$188 million positive adjustment to revenues and a \$83 million negative adjustment to earnings before interest, tax, depreciation and amortization expenses (EBITDA)
- Excluding Customer Premise Equipment resale, which the Company continues to de-emphasize, business data and IP services revenue grew modestly (between 3% and 4%) on a sequential basis in the fourth quarter
- Normalized cost of sales and SG&A expenses declined sequentially in the fourth quarter by \$267 million (the normalizing adjustment relates to the write-off taken by the company to increase bad debt reserves for WorldCom) or 9.4% from the third quarter; approximately \$150 million reflects reduction in operating expenses and progress toward achieving the previously stated goal of reducing operating expenses and capital at an annualized rate of \$1.0 billion
- Approximately three quarters of the \$2.9 billion in capital expenditures in 2002 was spent on local voice infrastructure and the remainder was split across data and IP services, wireless, local broadband, and other services
- The Company expects capital expenditures for 2003 to be between \$2.5 billion and \$3.0 billion with approximately 85% in support of local services, approximately 12% to 13% in support of long-distance services, and the remainder supporting other operations
- The Company expects a year-over-year change to pension/other postretirement employee benefits (OPEB) charges of about \$300 million, negatively impacting cost of sales and SG&A expenses. The Company plans to release 2002 pension and post-retirement medical expense assumptions in its 2002 10-K

### **Forward Looking Statements Warning**

This Current Report on Form 8-K contains projections and other forward-looking statements that involve risks and uncertainties. These statements may differ materially from actual future events or results. Readers are referred to the documents filed by us with the SEC, specifically the most recent reports which identify important risk factors that could cause actual results to differ from those contained in the forward-looking statements, including but not limited to: the duration and extent of the current economic downturn in the company's 14-state local service area, including its effect on the company's customers and suppliers; the effects of the company's anticipated restatement of historical financial statements including delays in or restrictions on the company's ability to access the capital

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markets or other adverse effects to the company's business and financial position; the company's substantial indebtedness, and the company's inability to complete any efforts to de-lever its balance sheet through asset sales or other transactions; any adverse outcome of the SEC's current investigation into the company's accounting policies, practices and procedures; any adverse outcome of the current investigation by the U.S. Attorney's office in Denver into certain matters relating to us; adverse results of increased review and scrutiny by Congress, regulatory authorities, media and others (including any internal analyses) of financial reporting issues and practices or otherwise; the failure of the company's chief executive and chief financial officers to provide certain certifications relating to certain public filings; rapid and significant

changes in technology and markets; any adverse developments in commercial disputes or legal proceedings, including any adverse outcome of current or future legal proceedings related to matters that are the subject of governmental investigations, and, to the extent not covered by insurance, if any, the company's inability to satisfy any resulting obligations from funds available to us, if any; the company's future ability to provide interLATA services within the company's 14-state local service area; potential fluctuations in quarterly results; volatility of the company's stock price; intense competition in the markets in which the company competes, including the likelihood of certain of the company's competitors emerging from bankruptcy court protection or otherwise reorganizing their capital structure and competing effectively against us; changes in demand for the company's products and services; dependence on new product development and acceleration of the deployment of advanced new services, such as broadband data, wireless and video services, which could require substantial expenditure of financial and other resources in excess of contemplated levels; higher than anticipated employee levels, capital expenditures and operating expenses; adverse changes in the regulatory or legislative environment affecting the company's business; and changes in the outcome of future events from the assumed outcome included in the company's significant accounting policies.

The information contained in this Current Report on Form 8-K is a statement of Qwest's present intention, belief or expectation and is based upon, among other things, the existing regulatory environment, industry conditions, market conditions and prices, the economy in general and Qwest's assumptions. Qwest may change its intention, belief or expectation, at any time and without notice, based upon any changes in such factors, in Qwest's assumptions or otherwise. The cautionary statements contained or referred to in this Current Report on Form 8-K should be considered in connection with any subsequent written or oral forward-looking statements that Qwest or persons acting on its behalf may issue. This Current Report on Form 8-K may include analysts' estimates and other information prepared by third parties for which Qwest assumes no responsibility.

Qwest undertakes no obligation to review or confirm analysts' expectations or estimates or to release publicly any revisions to any forward-looking statements to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events.

By including any information in this Current Report on Form 8-K, Qwest does not necessarily acknowledge that disclosure of such information is required by applicable law or that the information is material.

#### **Item 7. Financial Statements, Pro Forma Financial Information and Exhibits.**

Exhibit 99.1 Press Release dated February 19, 2003.

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#### **SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, Qwest has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

**QWEST COMMUNICATIONS  
INTERNATIONAL INC.**

DATE: February 20, 2003

By: /s/ YASH A. RANA

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Yash A. Rana  
Vice President

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**EXHIBIT INDEX**

Exhibit No.	Description
Exhibit 99.1	Press Release dated February 19, 2003.

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**QuickLinks**

- Item 5. Other Events.
- Item 7. Financial Statements, Pro Forma Financial Information and Exhibits.

**SIGNATURES  
EXHIBIT INDEX**

QuickLinks -- Click here to rapidly navigate through this document

**EXHIBIT 99.1**
**QWEST COMMUNICATIONS REPORTS FOURTH QUARTER AND FULL-YEAR 2002  
UNAUDITED RESULTS**
**Fourth Quarter Highlights**

- **Fourth Quarter Diluted EPS of \$1.61 Compared to a \$0.39 Loss Per Share in Fourth Quarter 2001**
- **Working Capital Improved by \$5.1 Billion for the Year**
- **First Phase of QwestDex Sale Completed for \$2.75 Billion**
- **FCC Approved Long-Distance Services in Nine States; FCC Filings Pending for Three Additional States**
- **Retail Consumer Access Line Losses Improve for Second Consecutive Quarter**

Investors: Qwest can give no assurance that the financial information contained herein will not be subject to further adjustment. All financial information contained herein is unaudited. The audit, which is in the preliminary stages, may also result in changes to such financial information. The company has included the estimated impact of various restatements for 2001 which were previously disclosed. In the financial results presented in the following discussions, all financial results related to continuing operations for 2002 and 2001 exclude QwestDex, as it is presented as a discontinued operation. Please see "Note to Investors" and attached financial statements for important information.

**DENVER, February 19, 2003**—Qwest Communications International Inc. (NYSE: Q) today announced its financial results for the fourth quarter and full-year of 2002. The company announced fourth quarter net income of \$2.7 billion or \$1.61 per diluted share, compared to a net loss of \$645 million or \$0.39 per share in the fourth quarter of 2001. For the full year 2002, Qwest announced a net loss of \$35.9 billion (inclusive of

approximately \$40.9 billion of accounting related impacts) or \$21.35 per share, compared with a loss of \$4.8 billion, or \$2.88 per share in 2001. Fourth-quarter and full-year 2002 results include the impacts realized from the first stage of the sale of QwestDex and the completion of a debt exchange offer in December. Full-year 2002 results also reflect accounting related impacts of approximately \$30 billion in goodwill reduction and \$10.9 billion of long-lived asset impairments.

"We are beginning to see some positive, stabilizing trends in our core businesses," said Richard C. Notebaert, Qwest chairman and CEO. "We are now building positive momentum from the successes of 2002 as we focus on providing customers with excellent service and great value."

"We have made significant strides in our efforts to strengthen our balance sheet and position the company for long-term competitiveness," said Oren G. Shaffer, Qwest vice chairman and CFO. "We completed our debt-for-debt exchange which allowed us to reduce debt by \$1.9 billion, and we improved our working capital position by \$5.1 billion for the year. Moreover, our progress in addressing our accounting and internal reviews enables the Qwest management team to place even greater focus on our core operations."

## Operating Results

Revenue for the fourth quarter was \$3.70 billion, an 11.2 percent decrease from the same period last year, and a 3.1 percent decrease sequentially. Revenue for full-year 2002 was \$15.5 billion, a 7.5 percent decline from 2001 revenue of \$16.7 billion. Fourth quarter revenues declined due to continued competitive pressures in local and long-distance voice services, as well as the company's efforts to shift away from less profitable businesses, such as data customer premise equipment (CPE)

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resale. These trends were partially offset by continued growth of the company's advanced IP product revenue.

Cost of sales and SG&A expenses for the fourth quarter declined \$466 million, or 15.6 percent, over last year. Sequentially, these expenses declined \$319 million, or 11.2 percent, in the quarter. Approximately half of the sequential expense improvement stemmed from a reduction in operating expenses. The remaining improvement reflects a re-estimate of accruals relating to regulatory settlements and bad debt reserves.

For the fourth quarter, operating income was \$346 million compared with a \$759 million operating loss in the fourth quarter of 2001, and an \$11 million operating loss in the third quarter of 2002. Sequential operating income improvement was driven by lower cost of sales and SG&A expenses, and adjustments to restructuring and other charges. For the full-year 2002, operating loss was \$18.2 billion, compared to \$1.3 billion in 2001. Full-year 2002 results include approximately \$18.4 billion in goodwill and asset impairment writedowns.

## Operational and Financial Highlights

Some of the key operational and financial highlights achieved since the announcement of third quarter results include:

- Qwest significantly reduced total debt less cash and cash equivalents from \$25.0 billion to \$20.4 billion in the fourth quarter. This reduction was achieved through the realization of \$2.75 billion in QwestDex sale gross proceeds, and a debt exchange offer that reduced outstanding total debt by \$1.9 billion.
- Qwest received unanimous approval from the Federal Communications Commission (FCC) to re-enter the long-distance business in nine states: Colorado, Idaho, Iowa, Montana, Nebraska,

North Dakota, Utah, Washington and Wyoming. These nine states represent approximately 55 percent of Qwest's total local base.

- Qwest filed an application with the FCC on January 15, 2003, for authority to provide long-distance service to customers in three additional states: New Mexico, Oregon, and South Dakota. These states represent approximately 15 percent of Qwest's total local base. Qwest plans to file similar applications for long-distance authority in its remaining two states, Arizona and Minnesota, later in 2003.
- Qwest experienced positive stabilizing trends in its core business. Consumer access line losses reduced sequentially for the second consecutive quarter. In the fourth quarter, Qwest lost approximately 162,000 consumer access lines, 9,000 fewer lines than in the third quarter. The Company believes this improvement was due to retention and customer service initiatives, partially offsetting the effects of competition, technology substitution, and a sluggish economic environment. Combined consumer and business access lines declined 4.4 percent year-over-year in the fourth quarter. UNE-P line volumes declined for the second consecutive quarter, from approximately 498,000 to 490,000 sequentially.
- Qwest reported strong and measurable service improvements for 2002. Since the launch of the "Spirit of Service <sup>TM</sup>" campaign last year, Qwest has improved the service experience based directly on customer feedback. Qwest customers are getting better service than they have received previously, and the more than \$9 billion in network upgrades and new technology investments made over the last three years are delivering the expected improvements. The company implemented more than a dozen initiatives in 2002 to enhance the customer experience, and Qwest internal data shows the number of residential customers who are satisfied with their Qwest experience has risen 13 percent since October 2002.

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- Qwest launched new packages and bundles that simplify the pricing for customers and provide superior value. Qwest customers can now select from simplified pricing plans for their local telephone service (including the most popular features like Caller ID and voice mail), long-distance (in the nine states available), and wireless service.
  - Qwest continued to secure major contracts with large enterprise and government customers for voice and data services. In the fourth quarter, Qwest entered into new service agreements with: Fairbanks Capital, the General Services Administration, and NASA.

### Accounting Matters

Reported results for 2002 are reflective of a number of significant accounting related matters, including:

- As previously disclosed, Qwest has been conducting a review of its accounting policies, practices, procedures, and disclosures. As a result, the company is restating its previously reported financial results for 2001 and 2000. These restatements also result in adjustments to previously disclosed financial results for interim periods in 2002. Qwest can give no assurance that the financial information contained herein will not be subject to further adjustment. All financial information contained herein is unaudited and, accordingly, the audit, which is in the preliminary stages, may also result in changes to such financial information. The company has included the estimated impact of various restatements for 2001 which were previously disclosed.
- Pursuant to SFAS No. 142, "Goodwill and Other Intangible Assets," the company has performed an additional goodwill impairment analysis as of June 30, 2002, and is now reporting a goodwill impairment charge of approximately \$7.5 billion effective in the second quarter of 2002.

- During 2002, the company has recorded \$30 billion in goodwill reductions, which consisted of the \$7.5 billion in goodwill impairment discussed above and \$22.5 billion of goodwill reduction as the result of a change in accounting principle associated with the transitional goodwill impairment. The \$22.5 billion of goodwill reduction is adjusted from previously reported estimates of approximately \$24 billion.
- As previously disclosed, pursuant to SFAS No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets," Qwest has performed an impairment evaluation for its traditional telephone network, global fiber optic broadband network, and related assets. As a result of this evaluation, Qwest recorded an approximately \$8.2 billion impairment charge in its unaudited financial statements for the second quarter of 2002. In the same quarter, an approximately \$2.7 billion reduction in the carrying value of identifiable intangible assets was also recorded for a total asset impairment charge of approximately \$10.9 billion.

### Outlook For 2003

For 2003, Qwest expects a continuation of current economic and competitive trends, resulting in the following operating expectations:

- Access lines are expected to continue to face pressure from wireless and broadband substitution, competition, and a declining regional economy. Trends seen in the second half of 2002 are expected to continue into 2003 with overall net access line declines slightly better than the declines experienced in 2002.
- Consumer long-distance revenues are expected to continue to decline outside Qwest's 14-state local service region as Qwest continues with its strategy to maximize profitability on this product line. These declines are expected to be increasingly offset as the year progresses by consumer long-distance revenues generated within the 14-state region.

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- Demand for data and IP services is expected to remain relatively flat in 2003. Qwest expects modest growth in demand of its core data and IP telecom offerings, such as ATM and frame relay, to be offset by declines in low-margin customer premise equipment (CPE) and professional services sales.
  - DSL subscriber growth is expected to accelerate throughout the year as the customer service improves and coverage is expanded. Net additions for 2003 are expected to exceed 2002 gains.

In addition, the company highlights the following key financial trends in 2003:

- The rate of revenue decline is expected to be comparable to or slightly better than 2002 levels
- Cash operating expenses are expected to decline from 2002 levels as cost improvement initiatives are partially offset by increased pension expenses and benefit and wage increases
- Capital expenditures are expected to be in the range of 15 to 20 percent of revenue
- Free cash flow is expected to be breakeven to modestly positive
- Qwest will continue to monitor market conditions for opportunities to reduce debt through strategic financing transactions, which may include debt-for-debt exchanges, debt-for-equity

exchanges, and other available financing alternatives

The above discussion of 2003 outlook contains forward-looking statements. As such, Qwest cautions that these statements should be considered in light of uncertainty surrounding its business, ongoing litigation and governmental investigations, the industry and competitive environment, the general macroeconomic outlook, and other issues detailed in the forward looking statement note at the end of this release.

**Note to Investors**

The attached statements detail financial results in the following product and service categories, consistent with Qwest's peer group:

- Wireline: Products and services include local and long-distance voice services, calling features, data transport and networking, Internet access, network access, directory assistance, and CPE;
- Wireless: Wireless services and equipment within Qwest's 14-state region;
- Other: Network services from telephone pole leases, property sub-lease rentals, and other miscellaneous revenue items.

**Conference Call Today**

As previously announced, Qwest will host a conference call for investors and the media today at 9:00 a.m. EST with Richard C. Notebaert, Qwest chairman and CEO and Oren G. Shaffer, Qwest vice chairman and CFO. The call may be heard on the Web at [www.qwest.com/about/investor/meetings](http://www.qwest.com/about/investor/meetings).

**About Qwest**

Qwest Communications International Inc. (NYSE: Q) is a leading provider of voice, video and data services to more than 25 million customers. The company's 50,000-plus employees are committed to the "Spirit of Service" and providing world-class services that exceed customers' expectations for quality, value and reliability. For more information, please visit the Qwest Web site at [www.qwest.com](http://www.qwest.com).

Forward-looking statements made within this release contain risks and uncertainties, which could cause actual results to differ materially from those expressed or implied here and on the conference

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call. Those risks and uncertainties are on file with the SEC. Additionally, we do not adopt analysts' estimates nor do we necessarily commit to updating the forward-looking statements that we make here.

###

**Forward Looking Statement Note**

This release may contain projections and other forward-looking statements that involve risks and uncertainties. These statements may differ materially from actual future events or results. Readers are referred to the documents filed by us with the Securities and Exchange Commission, specifically the most recent reports which identify important risk factors that could cause actual results to differ from those contained in the forward-looking statements, including but not limited to: the duration and extent of the current economic downturn in the company's 14-state local service area, including its effect on the company's customers and suppliers; the effects of the company's anticipated restatement of historical financial statements including delays in or restrictions on the company's ability to access the capital markets

or other adverse effects to the company's business and financial position; the company's substantial indebtedness, and the company's inability to complete any efforts to de-lever its balance sheet through asset sales or other transactions; any adverse outcome of the SEC's current investigation into the company's accounting policies, practices and procedures; any adverse outcome of the current investigation by the U.S. Attorney's office in Denver into certain matters relating to us; adverse results of increased review and scrutiny by Congress, regulatory authorities, media and others (including any internal analyses) of financial reporting issues and practices or otherwise; the failure of the company's chief executive and chief financial officers to provide certain certifications relating to certain public filings; rapid and significant changes in technology and markets; any adverse developments in commercial disputes or legal proceedings, including any adverse outcome of current or future legal proceedings related to matters that are the subject of governmental investigations, and, to the extent not covered by insurance, if any, the company's inability to satisfy any resulting obligations from funds available to us, if any; the company's future ability to provide interLATA services within the company's 14-state local service area; potential fluctuations in quarterly results; volatility of the company's stock price; intense competition in the markets in which the company competes, including the likelihood of certain of the company's competitors emerging from bankruptcy court protection or otherwise reorganizing their capital structure and competing effectively against us; changes in demand for the company's products and services; dependence on new product development and acceleration of the deployment of advanced new services, such as broadband data, wireless and video services, which could require substantial expenditure of financial and other resources in excess of contemplated levels; higher than anticipated employee levels, capital expenditures and operating expenses; adverse changes in the regulatory or legislative environment affecting the company's business; and changes in the outcome of future events from the assumed outcome included in the company's significant accounting policies.

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Qwest undertakes no obligation to review or confirm analysts' expectations or estimates or to release publicly any revisions to any forward-looking statements to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events.

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By including any information in this release, Qwest does not necessarily acknowledge that disclosure of such information is required by applicable law or that the information is material.

The Qwest logo is a registered trademark of, and CyberCenter is a service mark of, Qwest Communications International Inc. in the U.S. and certain other countries.

Contacts:	<b>Media Contact:</b> Tyler Gronbach 303-992-2155 tyler.gronbach@qwest.com	<b>Investor Contact:</b> Stephanie Comfort 800-567-7296 IR@qwest.com
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**QWEST COMMUNICATIONS INTERNATIONAL INC.**  
**CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS—AS REPORTED(1)**  
**(IN MILLIONS, EXCEPT PER SHARE AMOUNTS)**  
**(UNAUDITED)**

	Three Months Ended December 31,			Twelve Months Ended December 31,		
	2002	2001	%	2002	2001	%
	(AS RESTATED)			(AS RESTATED)		
<b>OPERATING REVENUES:</b>						
Wireline	\$ 3,525	\$ 3,963	(11.1)	\$ 14,706	\$ 15,983	(8.0)
Wireless	167	198	(15.7)	716	700	2.3
Other	12	10	20.0	65	58	12.1
<b>Total operating revenues</b>	<b>3,704</b>	<b>4,171</b>	<b>(11.2)</b>	<b>15,487</b>	<b>16,741</b>	<b>(7.5)</b>
<b>OPERATING EXPENSES:</b>						
Cost of sales	1,382	1,613	(14.3)	5,846	6,152	(5.0)
Selling, general and administrative	1,144	1,379	(17.0)	5,393	5,414	(0.4)
Asset impairments	24	—	—	18,416	—	—
Depreciation	802	1,048	(23.5)	3,651	3,702	(1.4)
Depreciation adjustment for access lines returned to service	—	—	—	—	222	(100.0)
Goodwill and other intangible amortization	8	316	(97.5)	186	1,341	(86.1)
Restructuring, merger-related and other charges	(2)	574	(100.3)	171	1,209	(85.9)
<b>Operating income (loss)</b>	<b>346</b>	<b>(759)</b>	<b>145.6</b>	<b>(18,176)</b>	<b>(1,299)</b>	<b>(1,299.2)</b>
<b>OTHER EXPENSE (INCOME):</b>						
Interest expense—net	463	380	21.8	1,779	1,441	23.5
(Gain) on sales of rural exchanges and other fixed assets	—	(1)	100.0	—	(51)	100.0
(Gain) loss on sales of investments and FMV adjustments	—	(3)	100.0	26	(17)	252.9
Investment write-downs	—	47	(100.0)	1,202	3,294	(63.5)
KPNQwest restructuring charges	—	22	(100.0)	74	22	236.4
Other expense—net	36	46	(21.7)	139	94	47.9
<b>Total other expense—net</b>	<b>499</b>	<b>491</b>	<b>1.6</b>	<b>3,220</b>	<b>4,783</b>	<b>(32.7)</b>
(Loss) before income taxes, discontinued operations, extraordinary item, and cumulative effect of change in accounting principle	(153)	(1,250)	87.8	(21,396)	(6,082)	(251.8)
Income tax (benefit)	(136)	(479)	71.6	(4,846)	(822)	(489.5)
<b>(Loss) from continuing operations</b>	<b>(17)</b>	<b>(771)</b>	<b>97.8</b>	<b>(16,550)</b>	<b>(5,260)</b>	<b>(214.6)</b>
<b>DISCONTINUED OPERATIONS:</b>						
Income from discontinued operations	2,768	206	1,243.7	3,411	837	307.5
Income tax provision	1,073	80	1,241.3	1,321	324	307.7
<b>Income (loss) before extraordinary item and cumulative effect of change in accounting principle</b>	<b>1,678</b>	<b>(645)</b>	<b>360.2</b>	<b>(14,460)</b>	<b>(4,747)</b>	<b>(204.6)</b>
Extraordinary item—early retirement of debt, net of tax	1,061	—	—	1,067	(65)	(1,741.5)
Cumulative effect of change in acctg. principle, net of tax	—	—	—	(22,520)	26	—
<b>NET INCOME (LOSS)</b>	<b>\$ 2,739</b>	<b>\$ (645)</b>	<b>524.7</b>	<b>\$ (35,913)</b>	<b>\$ (4,786)</b>	<b>(650.4)</b>
Basic earnings (loss) per share	\$ 1.61	\$ (0.39)	512.8	\$ (21.35)	\$ (2.88)	(641.3)
Basic average shares outstanding	1,696	1,665	1.9	1,682	1,661	1.3
Diluted earnings (loss) per share	\$ 1.61	\$ (0.39)	512.8	\$ (21.35)	\$ (2.88)	(641.3)
Diluted average shares outstanding	1,699	1,665	2.0	1,682	1,661	1.3

Dividends per share

\$	—	\$	—	\$	—	\$	0.05	(100.0)
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- (1) "As Reported" results are unaudited but include for all periods the estimated impact of various restatements previously disclosed by the company. These results have been prepared in accordance with generally accepted accounting principles in the United States (GAAP), however, because the results have not been audited, the company can give no assurance that the as reported results will not be subject to further adjustment.

## ATTACHMENT B

### QWEST COMMUNICATIONS INTERNATIONAL INC. CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS—NORMALIZED(1) (IN MILLIONS, EXCEPT PER SHARE AMOUNTS) (UNAUDITED)

	Three Months Ended December 31,		%	Twelve Months Ended December 31,		%
	2002	2001		2002	2001	
	(AS RESTATED)		Change	(AS RESTATED)		Change
<b>OPERATING REVENUES:</b>						
Wireline	\$ 3,525	\$ 3,968	(11.2)	\$ 14,706	\$ 16,005	(8.1)
Wireless	167	198	(15.7)	716	700	2.3
Other	12	10	20.0	65	58	12.1
Total operating revenues	3,704	4,176	(11.3)	15,487	16,763	(7.6)
<b>OPERATING EXPENSES:</b>						
Cost of sales	1,382	1,613	(14.3)	5,846	6,152	(5.0)
Selling, general and administrative	1,196	1,379	(13.3)	5,251	5,414	(3.0)
Depreciation	802	1,048	(23.5)	3,651	3,702	(1.4)
Goodwill and other intangible amortization	8	316	(97.5)	186	1,341	(86.1)
Operating income (loss)	316	(180)	275.6	553	154	259.1
<b>OTHER EXPENSE:</b>						
Interest expense—net	463	380	21.8	1,779	1,441	23.5
Other expense—net	36	46	(21.7)	139	94	47.9
Total other expense—net	499	426	17.1	1,918	1,535	25.0
Loss before income taxes	(183)	(606)	69.8	(1,365)	(1,381)	1.2
Income tax (benefit)	(148)	(229)	35.4	(554)	(181)	(206.1)
<b>NET LOSS</b>	<b>\$ (35)</b>	<b>\$ (377)</b>	<b>90.7</b>	<b>\$ (811)</b>	<b>\$ (1,200)</b>	<b>32.4</b>
Basic loss per share	\$ (0.02)	\$ (0.23)	91.3	\$ (0.48)	\$ (0.72)	33.3
Basic average shares outstanding	1,696	1,665	1.9	1,682	1,661	1.3
Diluted loss per share	\$ (0.02)	\$ (0.23)	91.3	\$ (0.48)	\$ (0.72)	33.3

Diluted average shares  
outstanding

1,696      1,665      1.9      1,682      1,661      1.3

- (1) The consolidated normalized statements have been adjusted to eliminate the impacts of what the company believes to be non-recurring and non-operating items, which for the relevant periods may include restructuring, merger-related and other charges, asset impairments, a depreciation adjustment for access lines returned to service, gains (losses) on the sale of rural exchanges, gains (losses) on the sale of assets and investments, the write-down of investments, KPNQwest restructuring charges, changes in the market value of financial instruments, gains (losses) on discontinued operations, the cumulative effect of changes in accounting principles, a deferred tax valuation, discount on stock repurchase option, and gains (losses) on the early retirements of debt. In addition, the normalized statements adjust for a charge recorded by the company in the second quarter of 2002 to increase its bad debt reserves associated with the WorldCom, Inc. bankruptcy. The merger has been accounted for as a purchase transaction. Certain reclassifications have been made to prior periods to conform to the current presentation.

### ATTACHMENT C

**QWEST COMMUNICATIONS INTERNATIONAL INC.  
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS(1)(2)  
(IN MILLIONS, EXCEPT PER SHARE AMOUNTS)  
(UNAUDITED)**

	Three Months Ended December 31, 2002			Three Months Ended December 31, 2001		
	As Reported Results	Normalized Adjustments	Normalized Results	As Reported Results	Normalized Adjustments	Normalized Results
				(AS RESTATED)		(AS RESTATED)
<b>OPERATING REVENUES:</b>						
Wireline	\$ 3,525	\$ —	\$ 3,525	\$ 3,963	\$ 5	\$ 3,968
Wireless	167	—	167	198	—	198
Other	12	—	12	10	—	10
<b>Total operating revenues</b>	<b>3,704</b>	<b>—</b>	<b>3,704</b>	<b>4,171</b>	<b>5</b>	<b>4,176</b>
<b>OPERATING EXPENSES:</b>						
Cost of sales	1,382	—	1,382	1,613	—	1,613
Selling, general and administrative	1,144	52	1,196	1,379	—	1,379
Asset impairments	24	(24)	—	—	—	—
Depreciation	802	—	802	1,048	—	1,048
Depreciation adjustment for access lines returned to service	—	—	—	—	—	—
Goodwill and other intangible amortization	8	—	8	316	—	316
Restructuring, merger-related and other charges	(2)	2	—	574	(574)	—
<b>Operating income (loss)</b>	<b>346</b>	<b>(30)</b>	<b>316</b>	<b>(759)</b>	<b>579</b>	<b>(180)</b>
<b>OTHER EXPENSE (INCOME):</b>						
Interest expense—net	463	—	463	380	—	380
(Gain) on sales of rural exchanges and other fixed assets	—	—	—	(1)	1	—
(Gain) on sales of investments and FMV adjustments	—	—	—	(3)	3	—
Investment write-downs	—	—	—	47	(47)	—
KPNQwest restructuring charges	—	—	—	22	(22)	—
Other expense—net	36	—	36	46	—	46

Total other expense—net	499	—	499	491	(65)	426
(Loss) before income taxes, discontinued operations, extraordinary item, and cumulative effect of change in accounting principle	(153)	(30)	(183)	(1,250)	644	(606)
Income tax (benefit)	(136)	(12)	(148)	(479)	250	(229)
<b>(Loss) from continuing operations</b>	<b>(17)</b>	<b>(18)</b>	<b>(35)</b>	<b>(771)</b>	<b>394</b>	<b>(377)</b>
<b>DISCONTINUED OPERATIONS:</b>						
Income from discontinued operations	2,768	(2,768)	—	206	(206)	—
Income tax provision	1,073	(1,073)	—	80	(80)	—
<b>Income (loss) before extraordinary item</b>	<b>1,678</b>	<b>(1,713)</b>	<b>(35)</b>	<b>(645)</b>	<b>268</b>	<b>(377)</b>
Extraordinary item—early retirement of debt, net of tax	1,061	(1,061)	—	—	—	—
<b>NET INCOME (LOSS)</b>	<b>\$ 2,739</b>	<b>\$ (2,774)</b>	<b>\$ (35)</b>	<b>\$ (645)</b>	<b>\$ 268</b>	<b>\$ (377)</b>
Basic earnings (loss) per share	\$ 1.61		\$ (0.02)	\$ (0.39)		\$ (0.23)
Basic average shares outstanding	1,696		1,696	1,665		1,665
Diluted earnings (loss) per share	\$ 1.61		\$ (0.02)	\$ (0.39)		\$ (0.23)
Diluted average shares outstanding	1,699		1,699	1,665		1,665

- (1) The consolidated normalized statements have been adjusted to eliminate the impacts of what the company believes to be non-recurring and non-operating items, which for the relevant periods may include restructuring, merger-related and other charges, asset impairments, a depreciation adjustment for access lines returned to service, gains (losses) on the sale of rural exchanges, gains (losses) on the sale of assets and investments, the write-down of investments, KPNQwest restructuring charges, changes in the market value of financial instruments, gains (losses) on discontinued operations, the cumulative effect of changes in accounting principles, a deferred tax valuation, discount on stock repurchase option, and gains (losses) on the early retirements of debt. The merger has been accounted for as a purchase transaction. Certain reclassifications have been made to prior periods to conform to the current presentation.
- (2) "As Reported" results are unaudited but include for all periods the estimated impact of various restatements previously disclosed by the company. These results have been prepared in accordance with generally accepted accounting principles in the United States (GAAP), however, because the results have not been audited, the company can give no assurance that the as reported results will not be subject to further adjustment.

## ATTACHMENT D

### QWEST COMMUNICATIONS INTERNATIONAL INC. CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS(1)(2) (IN MILLIONS, EXCEPT PER SHARE AMOUNTS) (UNAUDITED)

Twelve Months Ended December 31, 2002			Twelve Months Ended December 31, 2001		
As Reported Results	Normalized Adjustments	Normalized Results	As Reported Results	Normalized Adjustments	Normalized Results
			(AS RESTATED)		(AS RESTATED)

**OPERATING REVENUES:**

Wireline	\$ 14,706	\$ —	\$ 14,706	\$ 15,983	\$ 22	\$ 16,005
Wireless	716	—	716	700	—	700
Other	65	—	65	58	—	58

Total operating revenues	15,487	—	15,487	16,741	22	16,763
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**OPERATING EXPENSES:**

Cost of sales	5,846	—	5,846	6,152	—	6,152
Selling, general and administrative	5,393	(142)	5,251	5,414	—	5,414
Asset impairments	18,416	(18,416)	—	—	—	—
Depreciation	3,651	—	3,651	3,702	—	3,702
Depreciation adjustment for access lines returned to service	—	—	—	222	(222)	—
Goodwill and other intangible amortization	186	—	186	1,341	—	1,341
Restructuring, merger-related and other charges	171	(171)	—	1,209	(1,209)	—

Operating (loss) income	(18,176)	18,729	553	(1,299)	1,453	154
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**OTHER EXPENSE (INCOME):**

Interest expense—net	1,779	—	1,779	1,441	—	1,441
(Gain) on sales of rural exchanges and other fixed assets	—	—	—	(51)	51	—
Loss (gain) on sales of investments and FMV adjustments	26	(26)	—	(17)	17	—
Investment write-downs	1,202	(1,202)	—	3,294	(3,294)	—
KPNQwest restructuring charges	74	(74)	—	22	(22)	—
Other expense—net	139	—	139	94	—	94

Total other expense—net	3,220	(1,302)	1,918	4,783	(3,248)	1,535
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(Loss) before income taxes, discontinued operations, extraordinary item, and cumulative effect of change in accounting principle	(21,396)	20,031	(1,365)	(6,082)	4,701	(1,381)
Income tax (benefit)	(4,846)	4,292	(554)	(822)	641	(181)

<b>(Loss) from continuing operations</b>	<b>(16,550)</b>	<b>15,739</b>	<b>(811)</b>	<b>(5,260)</b>	<b>4,060</b>	<b>(1,200)</b>
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**DISCONTINUED OPERATIONS:**

Income from discontinued operations	3,411	(3,411)	—	837	(837)	—
Income tax provision	1,321	(1,321)	—	324	(324)	—

<b>(Loss) before extraordinary item and cumulative effect of change in accounting principle</b>	<b>(14,460)</b>	<b>13,649</b>	<b>(811)</b>	<b>(4,747)</b>	<b>3,547</b>	<b>(1,200)</b>
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Extraordinary item—early retirement of debt, net of tax	1,067	(1,067)	—	(65)	65	—
Cumulative effect of change in acctg. principle, net of tax	(22,520)	22,520	—	26	(26)	—

<b>NET LOSS</b>	<b>\$ (35,913)</b>	<b>\$ 35,102</b>	<b>\$ (811)</b>	<b>\$ (4,786)</b>	<b>\$ 3,586</b>	<b>\$ (1,200)</b>
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Basic loss per share	\$ (21.35)		\$ (0.48)	\$ (2.88)		\$ (0.72)
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Basic average shares outstanding	1,682		1,682	1,661		1,661
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Diluted loss per share	\$ (21.35)		\$ (0.48)	\$ (2.88)		\$ (0.72)
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Diluted average shares outstanding	1,682		1,682	1,661		1,661
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- (1) The consolidated normalized statements have been adjusted to eliminate the impacts of what the company believes to be non-recurring and non-operating items, which for the relevant periods may include restructuring, merger-related and other charges, asset impairments, a depreciation adjustment for access lines returned to service, gains (losses) on the sale of rural exchanges, gains (losses) on the sale of assets and investments, the write-down of investments, KPNQwest restructuring charges, changes in the market value of financial instruments, gains (losses) on discontinued operations, the cumulative effect of changes in accounting principles, a deferred tax valuation, discount on stock repurchase option, and gains (losses) on the early retirements of debt. In

addition, the normalized statements adjust for a charge recorded by the company in the second quarter of 2002 to increase its bad debt reserves associated with the WorldCom, Inc. bankruptcy. The merger has been accounted for as a purchase transaction. Certain reclassifications have been made to prior periods to conform to the current presentation.

- (2) "As Reported" results are unaudited but include for all periods the estimated impact of various restatements previously disclosed by the company. These results have been prepared in accordance with generally accepted accounting principles in the United States (GAAP), however, because the results have not been audited, the company can give no assurance that the as reported results will not be subject to further adjustment.

## ATTACHMENT E

### QWEST COMMUNICATIONS INTERNATIONAL INC. SELECTED CONSOLIDATED DATA (UNAUDITED)

	As of and for the Three Months Ended December 31,		%
	2002	2001	
	(AS RESTATED)		
Total employees	50,788	61,306	(17.2%)
<b>DSL:</b>			
Out-of-region subscribers (in thousands)	25	16	56.3%
In-region subscribers (in thousands)	510	432	18.1%
Qualified households/businesses (in millions)	4.2	3.8	10.5%
DSL equipped central offices	428	348	23.0%
Subscribers per equipped central office	1,192	1,241	(4.0%)
<b>Wireless/PCS:(4)</b>			
Revenues (in millions)	\$ 167	\$ 198	(15.7%)
Subscribers (in thousands)	1,034	1,116	(7.3%)
ARPU (in dollars)	\$ 45	\$ 51	(11.8%)
Penetration	4.66%	5.20%	(10.4%)
<b>Access lines (in thousands):(1)</b>			
Business			
Retail(2)	5,050	5,284	(4.4%)
Resale	68	138	(50.7%)
UNE-P	490	453	8.2%
Unbundled Loop	483	330	46.4%
Total Business	6,091	6,205	(1.8%)
Consumer			
Primary line	9,224	9,665	(4.6%)
Additional line	1,574	1,773	(11.2%)
Public line(3)	117	144	(18.8%)
Total Consumer	10,915	11,582	(5.8%)
Total access lines	17,006	17,787	(4.4%)
<b>Minutes of use from Carriers and CLECs (in millions)</b>	14,806	17,271	(14.3%)

**Voice grade equivalent access lines (in thousands):**

(1)			
Business	52,058	46,111	12.9%
Consumer	12,620	12,850	(1.8%)
	<u>64,678</u>	<u>58,961</u>	9.7%

- (1) Access line and voice grade equivalent data has been adjusted for prior periods to conform to the current period presentation. A voice-grade equivalent is the amount of capacity required to carry one telephone call. A voice-grade equivalent line is the outcome of measuring all residential and business access lines, and private line channel terminations as if they were converted to single access lines that have the ability to transmit and receive only one voice transmission at a time.
- (2) Business retail access line counts include lines sold to interexchange carriers at retail rates.
- (3) Consumer public access lines represent lines serving public payphones.
- (4) "As Reported" results are unaudited but include for all periods the estimated impact of various restatements previously disclosed by the company. These results have been prepared in accordance with generally accepted accounting principles in the United States (GAAP), however, because the results have not been audited, the company can give no assurance that the as reported results will not be subject to further adjustment.

**ATTACHMENT F**

**QWEST COMMUNICATIONS INTERNATIONAL INC.  
CONDENSED CONSOLIDATED BALANCE SHEETS(1)  
(DOLLARS IN MILLIONS)  
(UNAUDITED)**

	December 31, 2002	December 31, 2001
		(AS RESTATED)
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 2,288	\$ 378
Accounts receivable—net	2,676	3,348
Inventories and supplies	61	158
Prepaid and other	227	276
Assets held for sale	302	465
	<u>5,554</u>	<u>4,625</u>
Property, plant and equipment—net	16,901	28,854
Investments	53	1,413
Goodwill and intangibles—net	5,052	35,143
Other assets	3,668	2,030
	<u>\$ 31,228</u>	<u>\$ 72,065</u>

**LIABILITIES AND STOCKHOLDERS' EQUITY**

Current liabilities:		
Short-term borrowings	\$ 2,036	\$ 4,806
Accounts payable	1,049	1,570
Accrued expenses and other current liabilities	2,948	3,625
Advance billings and customer deposits	458	533
Liabilities held for sale	230	337
	<hr/>	<hr/>
Total current liabilities	6,721	10,871
Long-term borrowings	20,604	20,197
Post-retirement and other post-employment benefit obligations	2,996	2,893
Deferred taxes, credits and other	2,001	3,506
Fair value of put option	—	(160)
Stockholders' (deficit) equity	(1,094)	34,758
	<hr/>	<hr/>
Total liabilities and stockholders' equity	\$ 31,228	\$ 72,065
	<hr/>	<hr/>

- (1) "As Reported" information is unaudited but includes for all periods the estimated impact of various restatements previously disclosed by the company. This information has been prepared in accordance with generally accepted accounting principles in the United States (GAAP), however, because this information has not been audited, the company can give no assurance that the as reported information will not be subject to further adjustment.

## ATTACHMENT G

### QWEST COMMUNICATIONS INTERNATIONAL INC. CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS(1) (DOLLARS IN MILLIONS) (UNAUDITED)

	Twelve Months Ended December 31,	
	2002	2001
	(AS RESTATED)	
OPERATING ACTIVITIES FROM CONTINUING OPERATIONS:		
Net Loss:	\$ (35,913)	\$ (4,786)
Adjustments to net loss:		
Income from discontinued operations, net of income taxes	(470)	(512)
Depreciation and amortization	3,837	5,266
(Gain) loss on investments and derivatives	(3)	3,275
Provision for bad debts	735	650
Asset impairment charge	42,179	226
Equity loss on investments	152	122
Deferred income taxes	(3,465)	(26)
Loss (gain) on sales of rural exchanges and fixed assets	6	(51)
(Gain) on disposition of segment	(1,621)	—
(Gain) on debt exchange, net	(1,765)	—
(Gain) loss on early retirement of debt, net	(6)	65
Changes in operating assets and liabilities:		



Accounts receivable	152	(817)
Inventories, supplies, prepaids and other current assets	276	(7)
Accounts payable, accrued expenses and advance billings	(1,727)	484
Other	110	(292)
<b>Cash provided by operating activities</b>	<b>2,477</b>	<b>3,597</b>
<b>INVESTING ACTIVITIES FROM CONTINUING OPERATIONS:</b>		
Expenditures for property, plant and equipment	(2,866)	(8,171)
Proceeds from disposition of segment	2,754	—
Proceeds from the sale of equipment	103	94
Other	(57)	(414)
<b>Cash used for investing activities</b>	<b>(66)</b>	<b>(8,491)</b>
<b>FINANCING ACTIVITIES FROM CONTINUING OPERATIONS:</b>		
Net proceeds from short-term borrowings	5,771	2,450
Repayments of short-term borrowings	(4,962)	(1,207)
Proceeds from issuance of long-term borrowings	1,476	6,937
Repayments of long-term borrowings	(2,854)	(2,553)
Costs relating to the early retirement of debt	—	(106)
Proceeds from issuances of common stock	12	286
Repurchase of stock	(12)	(1,000)
Dividends paid on common stock	—	(83)
Debt issuance costs	(152)	(31)
<b>Cash (used for) provided by financing activities</b>	<b>(721)</b>	<b>4,693</b>
<b>CASH AND CASH EQUIVALENTS:</b>		
Increase (decrease)	1,690	(201)
Net cash generated by discontinued operations	220	501
Beginning balance	378	78
<b>Ending balance</b>	<b>\$ 2,288</b>	<b>\$ 378</b>

(1) "As Reported" results are unaudited but include for all periods the estimated impact of various restatements previously disclosed by the company. These results have been prepared in accordance with generally accepted accounting principles in the United States (GAAP), however, because the results have not been audited, the company can give no assurance that the as reported results will not be subject to further adjustment.

QuickLinks

EXHIBIT 99.1

**Qwest Communications Corporation**  
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**CATALOG**

Applying to the provision of

Interexchange Telecommunications Service

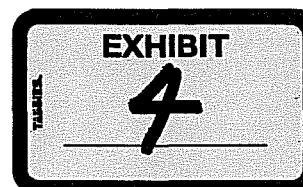
as provided by

Qwest Communications Corporation, d/b/a

Qwest Long Distance

in the State of

**SOUTH DAKOTA**



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**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 Communications Corporation, 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.

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**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	<b>1. APPLICATION AND REFERENCE</b>
2	Sub Heading	<b>1.4 CATALOG FORMAT</b>
3	Sub Heading	<b>1.4.1 LOCATION OF MATERIAL</b>
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

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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.

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**1.5 EXPLANATION OF CHANGE SYMBOLS**

<b>SYMBOL.</b>	<b>EXPLANATION</b>
(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

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**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*.

<b>MARK</b>	<b>OWNER</b>
Q.INTEGRITY™	Qwest Communications International Inc.
Q.guaranteed™	Qwest Communications International Inc.
QWEST®	Qwest Communications International Inc.
QWEST 10 CENT FLAT RATE PLAN™	Qwest Communications International Inc.
QWEST GOVERNMENT NETWORK SERVICES™	Qwest Communications International Inc.
QWEST LONG DISTANCE ADVANTAGE™	Qwest Communications International Inc.
QWEST TOTAL ADVANTAGE™	Qwest Communications International Inc.
worldcard®	Qwest Communications International Inc.

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

**2.1 DEFINITION OF TERMS**

Access Code

A sequence of numbers that, when dialed, connects a caller to an interexchange carrier that is associated with that sequence. Dialing sequences which utilize a 950-XXXX, 1-800, or 101XXXX prefix are examples of access code arrangements available to customers.

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.

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**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 Communications Corporation. d/b/a Qwest Long Distance.



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.

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**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.

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**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.

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**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.

QCC's customer complaints are to be addressed to:

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

Questions regarding QCC 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

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**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.

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**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.

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**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.

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**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

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**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.

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**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.

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**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.

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**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.

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**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.

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**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.

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**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

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**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.

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**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.

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**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.

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**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.

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**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.

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**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.

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**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.



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**3. CONSUMER LONG DISTANCE SERVICE OFFERINGS**

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### 3. CONSUMER LONG DISTANCE SERVICE OFFERINGS

#### 3.1 GENERAL

##### 3.1.1 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 cities, 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 No. 3.
- 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.

**3. CONSUMER LONG DISTANCE SERVICE OFFERINGS**

**3.1 GENERAL (Cont'd)**

**3.1.2 DESCRIPTION OF CHARGES**

**A. Usage Charges**

1. 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.
2. 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.

**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.

**3. CONSUMER LONG DISTANCE SERVICE OFFERINGS**

**3.1 GENERAL**

**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. Calling Card Service is available to residence customers subscribing to the calling plans listed in this section. See 6.4.2, following

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

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

**3. CONSUMER LONG DISTANCE SERVICE OFFERINGS**

**3.2 CALLING PLANS**

**3.2.1 RESERVED FOR FUTURE USE**

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**3.2 CALLING PLANS (Cont'd)**

**3.2.2 RESERVED FOR FUTURE USE**

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**3. CONSUMER LONG DISTANCE SERVICE OFFERINGS**

**3.2 CALLING PLANS (Cont'd)**

**3.2.3 RESERVED FOR FUTURE USE**

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**3. CONSUMER LONG DISTANCE SERVICE OFFERINGS**

**3.2 CALLING PLANS (Cont'd)**

**3.2.4 RESERVED FOR FUTURE USE**



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**3.2 CALLING PLANS (Cont'd)**

**3.2.5 RESERVED FOR FUTURE USE**

**3. CONSUMER LONG DISTANCE SERVICE OFFERINGS**

**3.2 CALLING PLANS (Cont'd)**

**3.2.6 LEAD FLAT**

A. General Description

Qwest's intrastate Lead Flat service offering is a 1+ long distance plan designed for residence subscribers.

B. Terms and Conditions

1. Lead Flat is provided in conjunction with the interstate Qwest Lead Flat plan.
2. This plan is only available to customers subscribing to local service from a carrier other than Qwest Corporation.

C. Rates and Charges

The per minute usage rates are as follows:

	INTERLATA RATE	INTRALATA RATE
• All Time Periods		
- Per Minute	\$0.14	\$0.14
	MONTHLY RATE	
• Monthly Fee		
- Per Line		—



**3. CONSUMER LONG DISTANCE SERVICE OFFERINGS**

**3.2 CALLING PLANS (Cont'd)**

**3.2.8 7 CENT**

A. General Description

Qwest 7 Cent service offering is a 1+ long distance plan designed for residence subscribers.

B. Terms and Conditions

1. This plan is provided in conjunction with the interstate Qwest 7 Cent plan.
2. This plan is only available to customers subscribing to local service from a carrier other than Qwest Corporation.

C. Rates and Charges

The per minute usage rates are as follows:

	INTERLATA RATE	INTRALATA RATE
• All Time Periods		
- Per Minute	\$0.14	\$0.14
	MONTHLY RATE	
• Monthly Fee		
- Per Line		-

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3. CONSUMER LONG DISTANCE SERVICE OFFERINGS

3.2 CALLING PLANS (Cont'd)

3.2.9 ALL-AMERICA PLAN SERVICE

A. General Description

All-America Plan Service provides facilities to complete calls between any two points within the State.

B. Terms and Conditions

1. This plan is provided in conjunction with the interstate Qwest All-America Plan.
2. This plan is only available to customers subscribing to local service from a carrier other than Qwest Corporation.

C. Rates and Charges

The per minute usage rates are as follows:

INTERLATA RATES

DAY PER MIN.	EVENING PER MIN.	NIGHT/WEEKEND PER MIN.
\$0.20	\$0.18	\$0.18

INTRALATA RATES

DAY PER MIN.	EVENING PER MIN.	NIGHT/WEEKEND PER MIN.
\$0.20	\$0.18	\$0.18

TIME PERIODS

Day:	Monday-Friday, 8AM-5PM[1]
Evening:	Monday-Friday, 5PM-11PM[1], Sunday, 5PM-11PM[1]
Night/WE:	Monday-Friday, 11PM-8AM[1], all day Saturday and Sunday 5PM-11PM[1]

[1] To but not including, the times shown.

**3. CONSUMER LONG DISTANCE SERVICE OFFERINGS**

**3.2 CALLING PLANS (Cont'd)**

**3.2.10 HOME 800**

A. General Description

Home 800 is an 8XX product designed for residential customers that can be used to place calls to the customer from points within South Dakota. A customer will be assigned an 8XX number and security code. Calls made to the customer's 8XX number using the security code will ring to the customer's residence.

B. Terms and Conditions

Home 800 is provided in conjunction with the comparable interstate Calling Plan and all terms, conditions, and charges set forth therein will apply and are incorporated by reference.

C. Rates and Charges

All call usage is billed by rounding the actual time up to the next full minute. The per minute usage rates are as follows:

**PER MINUTE RATE**

- All Time Periods \$0.30

**3. CONSUMER LONG DISTANCE SERVICE OFFERINGS**

**3.2 CALLING PLANS (Cont'd)**

**3.2.11 QWEST MEMBERSHIP PLAN**

**A. General Description**

The Qwest Membership Plan is a 1+ dialed long distance plan designed for residential customers only. There is no monthly recurring fee and no minimum usage required.

**B. Terms and Conditions**

1. This plan is provided in conjunction with the interstate Qwest Membership Plan.
2. This plan is only available to customers subscribing to local service from a carrier other than Qwest Corporation.
3. The customer is allowed multiple Qwest Membership plans on their account, on a per line basis.

**C. Rates and Charges**

The per minute usage rates are as follows:

	<b>INTERLATA RATE</b>	<b>INTRALATA RATE</b>
• All Time Periods		
- Per Minute	\$0.14	\$0.14
	<b>ANNUAL RATE</b>	
• Annual Fee		
- Per Line		—

**3. CONSUMER LONG DISTANCE SERVICE OFFERINGS**

**3.2 CALLING PLANS (Cont'd)**

**3.2.12 QWEST 200 PLAN**

**A. General Description**

The intrastate Qwest 200-minute Calling Plan is a 1+ dialed long distance plan designed for residential customers. 200 combined interstate and/or intrastate minutes are included each month. Intrastate long distance minutes-of-use over the combined 200 minutes is priced as shown.

**B. Terms and Conditions**

1. This plan is provided in conjunction with the interstate Qwest 200 Plan.
2. Carry over of minutes from month-to-month is not allowed. Unused minutes will be forfeited.
3. This plan is only available to customers subscribing to local service from a carrier other than Qwest Corporation.

**C. Rates and Charges**

The per minute usage rates are as follows:

	<b>INTERLATA RATE</b>	<b>INTRALATA RATE</b>
• All Time Periods		
- Per Minute	\$0.14	\$0.14
	<b>MONTHLY RATE</b>	
• Monthly Fee		
- Per Line	-	-



**3. CONSUMER LONG DISTANCE SERVICE OFFERINGS**

**3.2 CALLING PLANS (Cont'd)**

**3.2.13 QWEST 250 PLAN**

**A. General Description**

The Qwest 250 Plan is a 1+ dialed long distance plan designed for residential customers only.

**B. Terms and Conditions**

1. This plan is provided in conjunction with the interstate Qwest 250 Plan.
2. In-state calls are not included in the 250 minutes. Intrastate long distance is priced as shown.
3. This plan is only available to customers subscribing to local service from a carrier other than Qwest Corporation.

**C. Rates and Charges**

The per minute usage rates are as follows:

	<b>INTERLATA RATE</b>	<b>INTRALATA RATE</b>
• All Time Periods		
- Per Minute	\$0.14	\$0.14
	<b>MONTHLY RATE</b>	
• Monthly Fee		
- Per Line	-	-

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**3. CONSUMER LONG DISTANCE SERVICE OFFERINGS**

**3.2 CALLING PLANS (Cont'd)**

**3.2.14 QWEST ROLLBACK**

A. General Description

The Qwest Rollback offering provides residential customers with a competitive per minute rate for a monthly fee.

B. Terms and Conditions

1. This plan is provided in conjunction with the interstate Qwest Rollback Plan.
2. Customer allowed multiple Rollback plans on an account.
3. This plan is only available to customers subscribing to local service from a carrier other than Qwest Corporation.

C. Rates and Charges

The per minute usage rates are as follows:

	<b>INTERLATA RATE</b>	<b>INTRALATA RATE</b>
• All Time Periods		
- Per Minute	\$0.14	\$0.14
	<b>MONTHLY RATE</b>	
• Monthly Fee (per two lines each)		-

**3. CONSUMER LONG DISTANCE SERVICE OFFERINGS**

**3.2 CALLING PLANS (Cont'd)**

**3.2.15 OPTION T**

A. General Description

Option T will allow a residential customer to complete calls between two points within the state. There will be one flat rate for all times of day.

B. Terms and Conditions

1. This plan is provided in conjunction with the interstate Option T plan.
2. This plan is only available to customers subscribing to local service from a carrier other than Qwest Corporation.
3. The customer is allowed multiple Option T plans on an account with two lines on each plan.

C. Rates and Charges

The per minute usage rates are as follows:

	INTERLATA RATE	INTRALATA RATE
• All Time Periods - Per Minute	\$0.14	\$0.14
	MONTHLY RATE	
• Monthly Fee - Per Line		-

**3. CONSUMER LONG DISTANCE SERVICE OFFERINGS**

**3.2 CALLING PLANS (Cont'd)**

**3.2.16 RESERVED FOR FUTURE USE**



**3. CONSUMER LONG DISTANCE SERVICE OFFERINGS**

**3.2 CALLING PLANS (Cont'd)**

**3.2.18 RESERVED FOR FUTURE USE**

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4. BUSINESS COMPLEX SERVICE OFFERINGS

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#### 4. BUSINESS COMPLEX SERVICE OFFERINGS

##### 4.1 GENERAL

##### 4.1.1 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 cities, 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 interLATA (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 No. 3.
- F. Calling plans are available on a full-time basis, 24 hours a day, 7 days a week.



#### 4. BUSINESS COMPLEX SERVICE OFFERINGS

##### 4.1 GENERAL (Cont'd)

##### 4.1.2 DESCRIPTION OF CHARGES

###### A. Usage Charges

1. 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 is placed. Calls beginning in one rate period and ending in another will be billed at the rate applicable to each portion of the call.
2. 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.

###### 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.

#### 4. BUSINESS COMPLEX SERVICE OFFERINGS

##### 4.1 GENERAL

##### 4.1.2 DESCRIPTION OF CHARGES (Cont'd)

###### 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/Nonrecurring Charges

Installation/Nonrecurring 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. *worldcard* is available to business customers subscribing to the calling plans listed in this section.

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

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

**4. BUSINESS COMPLEX SERVICE OFFERINGS**

**4.2 QWEST TOTAL ADVANTAGE**

A. General Description

*QWEST TOTAL ADVANTAGE* is a suite of business communication services offering flat rates based on term and minimum usage commitments. *QWEST TOTAL ADVANTAGE* is designed for new businesses with monthly revenue between \$1,000 to \$75,000 or annual revenue between \$12,000 and \$900,000 of Contributory Services and Discounted Services. It is available on a month-to-month basis, 1-year, 2-year, or 3-year term commitment. The terms have commitment levels as set forth below.

B. Terms and Conditions

Services are also governed by the Terms and Conditions contained in Qwest's Rates and Services Schedule Interstate No. 3.

1. Billing and Rounding

Rates are quoted in full minutes. Each call is subject to an initial 18-second increment, and usage is rounded up in subsequent 6-second increments, however, calls are subject to a 30-second minimum average time requirement.

2. Enhanced Toll-Free Features

*QWEST TOTAL ADVANTAGE* offers Enhanced Toll-Free Features for all *QWEST TOTAL ADVANTAGE* customers.

3. *QWEST TOTAL ADVANTAGE worldcard*

Refer to Section 6, following, for the description and rates and charges for *QWEST TOTAL ADVANTAGE worldcard*.

**4. BUSINESS COMPLEX SERVICE OFFERINGS**

**4.2 QWEST TOTAL ADVANTAGE**

B. Terms and Conditions (Cont'd)

4. Minimums

- a. Each customer must select either a minimum usage commitment per month (Minimum Monthly Commitment) or an annual usage commitment per 12-month period (Annual Minimum Commitment).
- b. If, during any Annual Period of the term commitment, the customer's total usage of *QWEST TOTAL ADVANTAGE* Service falls below the Annual Minimum Commitment, the customer will be billed the actual amount for the service used plus the difference between that amount and the Annual Minimum Commitment. For customers who sign a 1-year, 2-year or 3-year Annual Minimum Commitment term, the Annual Period will begin on the first day of the second billing cycle following the customer's enrollment for service.
- c. If a customer selecting a Monthly Minimum Commitment has billed usage charges less than the required Monthly Minimum Commitment during any month's invoice, the customer will be required to pay the difference between the Monthly Minimum Commitment and the actual billed charges. For customers who sign a 1-year, 2-year or 3-year term commitment, this requirement will be applied with the fourth full month's invoice.

4. BUSINESS COMPLEX SERVICE OFFERINGS

4.2 *QWEST TOTAL ADVANTAGE*

B. Terms and Conditions (Cont'd)

5. Renewals

- a. Either the customer or Qwest may terminate the term commitment at the end of the initial term by providing not less than 30 days written notice. The customer's notice of termination must be sent to:

Qwest Communications Corp.,  
Attention: Cancellation Notification,  
Department 0270/1021,  
4650 Lakehurst Court,  
Dublin, OH 43016

- b. If written notification is not submitted to Qwest at least 30 days prior to the expiration of the term commitment, and Qwest has not given notice of termination to the customer, this term commitment will automatically renew. The renewed term commitment will be based on the same terms, conditions, monthly commitment level and initial term, and at the cataloged rates in effect at the time of such renewal.
- c. The customer may at any time after the expiration of the initial term, terminate the term commitment by providing not less than 30 days written notice to the address above.

4. BUSINESS COMPLEX SERVICE OFFERINGS

4.2 *QWEST TOTAL ADVANTAGE*

B. Terms and Conditions (Cont'd)

6. Early Termination Charges

- a. Customers who terminate their monthly term commitment prior to the completion of the initial term and do not provide written notification to the Company, will be billed and required to pay termination charges calculated using the following method:
  - Taking the number of full months remaining in the current Annual Period in which the customer terminates the agreement, multiplied by the Monthly Usage Minimum, plus,
  - 35% of the Monthly Usage Minimum, multiplied by the number of months, if any, remaining in the then-effective term, (other than the number of months referenced in the preceding paragraph), plus,
  - any applicable third-party early termination or related charges or penalties incurred by the Company as a result of early termination by the customer of the services.
- b. Customers who terminate their annual term commitment prior to the completion of the initial term and do not provide written notification to the Company, will be billed and required to pay termination charges calculated using the following method:
  - Taking the Minimum Annual Commitment less the actual Annual Revenue generated during the Annual Period in which the customer terminates the enrollment, plus,
  - 35% of the Annual Minimum Commitment, multiplied by the number of Annual Periods remaining in the then-effective term, (other than the Annual Period referred to in the section immediately preceding) if any, plus,
  - Any applicable third-party early termination or related charges or penalties incurred by the Company as a result of the customer's early termination.

**4. BUSINESS COMPLEX SERVICE OFFERINGS**

**4.2 QWEST TOTAL ADVANTAGE (Cont'd)**

C. Rates and Charges

1. General

- a. Rates and charges for Qwest Services described herein that require dedicated access do not include access and access-related charges including, without limitation, installation charges, inside wiring charges assessed by the Local Exchange Company (LEC), construction charges assessed by the LEC and, distance and termination charges assessed by the LEC. All of these charges are additional. The rates and charges set forth herein do not include charges for customer premises equipment and related services.
- b. Regulatory charges and fees apply and are not included in the quoted rates, including Payphone Use Charge, Independent Telephone Company High Usage Surcharge, Operator Surcharges, and Number Portability charges.
- c. The service offering is provided in conjunction with the comparable interstate *QWEST TOTAL ADVANTAGE* Service and all terms, conditions and charges will apply.

4. BUSINESS COMPLEX SERVICE OFFERINGS

4.2 *QWEST TOTAL ADVANTAGE*

C. Rates and Charges (Cont'd)

2. *QWEST TOTAL ADVANTAGE* Voice

The per-minute rate is as follows:

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

INTERLATA RATE INTRALATA RATE

• Month-to-Month	\$0.1316	\$0.1316
• 1-Year	0.0968	0.0968
• 2-Year	0.0968	0.0968
• 3-Year	0.0968	0.0968

b. Dedicated – Outbound and Inbound Per-Minute Rates

INTERLATA RATE INTRALATA RATE

• Month-to-Month	\$0.0763	\$0.0763
• 1-Year	0.0684	0.0684
• 2-Year	0.0684	0.0684
• 3-Year	0.0684	0.0684

c. *QWEST TOTAL ADVANTAGE worldcard*

Refer to Section 6, following, for the description and rates and charges for *QWEST TOTAL ADVANTAGE worldcard*.



**4. BUSINESS COMPLEX SERVICE OFFERINGS**

**4.2 QWEST TOTAL ADVANTAGE**

C. Rates and Charges (Cont'd)

- 3. Enhanced Toll Free Features
  - a. Basic Features – Standard

The following features are available to month-to-month and term customers.

FEATURE	INSTALLATION/ NONRECURRING CHARGE	MONTHLY RATE	CHANGE CHARGE	SURCHARGE
Alternate Call Routing, per 8XX number	\$ 50.00	\$ 50.00	\$50.00	–
DNIS, per 8XX number	15.00	–	15.00	–
Day of Week Routing, per 8XX number	50.00	50.00	50.00	–
Day of Year/Holiday Routing, per 8XX number	50.00	–	50.00	–
Direct Termination Overflow (DTO), per 8XX number	50.00	50.00	50.00	–
EZ Route, per 8XX number, per call	150.00 –	25.00 –	– –	– \$0.04
Geo Routing, per 8XX number	50.00	50.00	50.00	–

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**4. BUSINESS COMPLEX SERVICE OFFERINGS**

**4.2 QWEST TOTAL ADVANTAGE**  
 C.3.a. (Cont'd)

<b>FEATURE</b>	<b>INSTALLATION/ NONRECURRING CHARGE</b>	<b>MONTHLY RATE</b>	<b>CHANGE CHARGE</b>	<b>SURCHARGE</b>
Menu Routing, per 8XX number, per call	\$ 250.00 —	\$ 25.00 —	\$ 50.00 —	— \$0.05
Percent Allocation Routing, per 8XX number	50.00	50.00	50.00	—
Project Accounting Codes, per 8XX number	15.00	15.00	15.00	—
Real Time ANI, per 8XX number	100.00	—	50.00	—
Tailored Call Coverage, per 8XX number	50.00	—	50.00	—
Time of Day Routing, per 8XX number	50.00	50.00	50.00	—
Transfer and Release, per 8XX number, per transfer	1,000.00 —	100.00 —	100.00 —	— 0.05

**4. BUSINESS COMPLEX SERVICE OFFERINGS**

**4.2 QWEST TOTAL ADVANTAGE**  
C.3. (Cont'd)

b. 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   |
| • 2-Year term    | 2.50   |
| • 3-Year term    | 1.00   |

#### 4. BUSINESS COMPLEX SERVICE OFFERINGS

##### 4.3 QWEST GOVERNMENT NETWORK SERVICES

###### A. General Description

*QWEST GOVERNMENT NETWORK SERVICES* (GNS-2000) is the Company's long distance service for Federal, State and Local government customers. GNS-2000 offers two options. Option 1 provides peak and off-peak rates. Option 2 provides one rate period, a flat per minute rate. The following services are currently available:

- Switched Outbound Long Distance
- Switched Inbound Long Distance
- Dedicated Outbound Long Distance
- Dedicated Inbound Long Distance
- Toll Free Features
- *worldcard*
- Directory Assistance

GNS-2000 is available via three options identified on the invoice as switched long distance, dedicated long distance, and *worldcard* (travel card access).

###### B. Terms and Conditions

1. GNS-2000 is also governed by the Terms and Conditions contained in Qwest's Rates and Services Schedule Interstate No. 5.
2. GNS-2000 offers the following rate and billing structures to ensure ease of management, network reliability and cost stability:
  - Guaranteed Rates
  - Option 1 Peak and Off-Peak Rates
  - Option 2 Flat Rates
  - 6 Second/1 Second Billing Increment for Domestic Calling
  - *worldcard* Rate With or Without Calling Card Surcharge
3. There are three different terms available for the GNS-2000 Option 1 (1-year, 2-year and 3-year terms). There are four different terms available for the GNS-2000 Option 2 (month-to-month, 1-year, 2-year and 3-year terms).

4. BUSINESS COMPLEX SERVICE OFFERINGS

4.3 QWEST GOVERNMENT NETWORK SERVICES (Cont'd)

C. GNS-2000 Option 1 and 2

1. Switched

GNS-2000 may be provisioned via Feature Group D (FGD) for switched services from the customer's premises through the LEC's central office to the Company network. All long-distance calls originating from or terminating to GNS-2000 switched access locations are automatically switched to the Company network. GNS-2000 Toll Free service may be provisioned on the same FGD line.

2. Dedicated

GNS-2000 may also be provisioned via dedicated lines from the customer's premises through the local central office to the Company network. Dedicated access to GNS-2000 may be provisioned by T-3, T-1 or Dedicated Access Lines (DAL).

3. *worldcard*

The *worldcard* Option 2 is available with GNS-2000 Option 1. The *worldcard* Option 1 is available with GNS-2000 Options 1 and 2. The *worldcard* Option 2, in conjunction with GNS-2000 Option 2, gives the customer a 5% discount for a 1-year term agreement, 10% discount for a 2-year term agreement, and a 15% discount for a 3-year term agreement. For rates and charges, see GNS-2000 *worldcard* in 6.4.1, following.

4. Enhanced Toll Free Features

For terms, conditions, and rates and charges, see Enhanced Toll Free Features in 4.2, preceding.

5. Directory Assistance

For terms, conditions, and rates and charges, see Directory Assistance in 6.3, following.

4. BUSINESS COMPLEX SERVICE OFFERINGS

4.3 *QWEST GOVERNMENT NETWORK SERVICES (Cont'd)*

D. Term Agreements

The Company offers 1-year, 2-year, and 3-year terms. The Company agrees to provide the service for the duration of any term agreement at the rates determined at the time the agreement is executed. Should the rates decrease during the term of an agreement, the rates will be passed to the customer. However, the customer's rates will not be raised beyond the rates at the time the agreement is executed. Each customer will be required to sign an agreement for the furnishing of service.

E. Standard Features

1. Switched Outbound Long Distance

- 101XXXX access is available.
- "700" access where allowed.
- Operator Assistance
- Directory Assistance (1-NPA-555-1212)
- Standard Billing Format

2. Enhanced Toll Free Features

For terms, conditions, and rates and charges, see 4.2, preceding.

3. *worldcard*

For terms, conditions, and rates and charges, see 6.4.1, following.

**4. BUSINESS COMPLEX SERVICE OFFERINGS**

**4.3 QWEST GOVERNMENT NETWORK SERVICES (Cont'd)**

**F. Optional Features**

**1. Switched Outbound Long Distance**

- Account Codes
- Omit Call Detail

**2. Enhanced Toll Free Features**

For terms, conditions, and rates and charges, see Toll Free Enhanced Features in 4.2, preceding.

**3. Floppy Disk Billing**

Provides call detail on diskette.

**4. CD ROM Billing**

Provides call detail on CD ROM.

4. BUSINESS COMPLEX SERVICE OFFERINGS

4.3 *QWEST GOVERNMENT NETWORK SERVICES (Cont'd)*

G. Rates and Charges

1. Rate Period Option 1

The Rate Period for GNS-2000 Option 1 service is defined as peak and off-peak. Calls made during the day period will be considered peak calls. All other time periods are considered off-peak, including holidays, evenings and weekends.

a. Domestic

- Peak: 8:00 a.m. - 4:59 p.m. (Monday through Friday) except Holidays.
- Off-Peak: All other times.

Holiday rates (off-peak) will be available on the following Company observed Holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

b. Rounding

All GNS-2000 services will be rounded to the nearest whole cent.

c. Billable Minutes of Use/Rates

All domestic rates are quoted in full minutes. Call rounding is 6-second initial and 1-second incremental, except as noted. All minutes of use will be rounded up to the next increment.

2. Rate Period Option 2

a. Domestic

One flat rate per minute.

b. Rounding

All GNS-2000 services will be rounded to the nearest whole cent.

c. Billable Minutes of Use/Rates

All domestic rates are quoted in full minutes. Call rounding is 6-second initial and 1-second incremental, except as noted. All minutes of use will be rounded up to the next increment.



**4. BUSINESS COMPLEX SERVICE OFFERINGS**

**4.3 QWEST GOVERNMENT NETWORK SERVICES**  
**G.2. (Cont'd)**

d. Option 1

<b>SWITCHED OUTBOUND</b>	<b>SWITCHED INBOUND</b>
<b>PEAK OFF-PEAK</b>	<b>PEAK OFF-PEAK</b>
\$0.0948    \$0.0948	\$0.0948    \$0.0948
<b>DEDICATED OUTBOUND</b>	<b>DEDICATED INBOUND</b>
<b>PEAK OFF-PEAK</b>	<b>PEAK OFF-PEAK</b>
\$0.0709    \$0.0709	\$0.0709    \$0.0709

e. Option 2

	<b>SWITCHED OUTBOUND</b>		
<b>MONTHLY</b>	<b>1-YEAR</b>	<b>2-YEAR</b>	<b>3-YEAR</b>
\$0.0948	\$0.0910	\$0.0891	\$0.0872
	<b>DEDICATED OUTBOUND</b>		
<b>MONTHLY</b>	<b>1-YEAR</b>	<b>2-YEAR</b>	<b>3-YEAR</b>
\$0.0709	\$0.0637	\$0.0624	\$0.0611
	<b>SWITCHED INBOUND</b>		
<b>MONTHLY</b>	<b>1-YEAR</b>	<b>2-YEAR</b>	<b>3-YEAR</b>
\$0.0948	\$0.0910	\$0.0891	\$0.0872
	<b>DEDICATED INBOUND</b>		
<b>MONTHLY</b>	<b>1-YEAR</b>	<b>2-YEAR</b>	<b>3-YEAR</b>
\$0.0709	\$0.0637	\$0.0624	\$0.0611

4. BUSINESS COMPLEX SERVICE OFFERINGS

4.4 *QWEST LONG DISTANCE ADVANTAGE*

A. General Description

*QWEST LONG DISTANCE ADVANTAGE* is an offering of business communication services consisting of switched outbound, switched inbound and card services. 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. The customer automatically receives the *worldcard* with this offering.

Inbound Toll Free services permit customer 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 cataloged rates in effect at the time of such renewal associated with the term and volume of the original agreement.

**4. BUSINESS COMPLEX SERVICE OFFERINGS**

**4.4 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. Refer to Section 6, following, for the description and rates and charges for *QWEST LONG DISTANCE ADVANTAGE worldcard*.

C. Rates and Charges

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

	<b>INTERLATA RATE</b>	<b>INTRALATA RATE</b>
• Monthly	\$0.1250	\$0.1250
• Term	0.1200	0.1200

**4. BUSINESS COMPLEX SERVICE OFFERINGS**

**4.4 QWEST LONG DISTANCE ADVANTAGE**

**C. Rates and Charges (Cont'd)**

**2. Enhanced Toll Free Features**

**a. Basic Features – Standard**

The following features are available to month-to-month and term customers.

FEATURE	INSTALLATION/ NONRECURRING CHARGE	MONTHLY RATE	CHANGE CHARGE	SURCHARGE
Alternate Call Routing, per 8XX number	\$ 50.00	\$50.00	\$50.00	–
Day of Week Routing, per 8XX number	50.00	50.00	50.00	–
Day of Year/Holiday Routing, per 8XX number	50.00	–	50.00	–
EZ Route, per 8XX number	150.00	25.00	–	–
- per call	–	–	–	\$0.04
Geo Routing, per 8XX number	50.00	50.00	50.00	–

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4. BUSINESS COMPLEX SERVICE OFFERINGS

4.4 *QWEST LONG DISTANCE ADVANTAGE*  
C.2.a. (Cont'd)

FEATURE	INSTALLATION/ NONRECURRING CHARGE	MONTHLY RATE	CHANGE CHARGE	SURCHARGE
Menu Routing, per 8XX number, per call	\$250.00 -	\$25.00 -	\$50.00 -	- \$0.05
Percent Allocation Routing, per 8XX number	50.00	50.00	50.00	-
Project Accounting Codes, per 8XX number	15.00	15.00	15.00	-
Tailored Call Coverage, per 8XX number	50.00	-	50.00	-
Time of Day Routing, per 8XX number	50.00	50.00	50.00	-

**4. BUSINESS COMPLEX SERVICE OFFERINGS**

**4.4 QWEST LONG DISTANCE ADVANTAGE**

C.2. (Cont'd)

b. 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

**4. BUSINESS COMPLEX SERVICE OFFERINGS**

**4.5 Q.INTEGRITY**

A. General Description

*Q.INTEGRITY* is an offering of business communication services consisting of switched outbound, switched inbound, dedicated switched outbound, dedicated switched inbound, and card services. *Q.INTEGRITY* is intended for the large business segment spending a total of \$50,000.00 or more per month. This service works well with both single locations and multiple location businesses. The customer automatically receives the *worldcard* with this offering.

Inbound Toll Free services permit the customer to receive domestic inbound calls.

B. Terms and Conditions

1. *Q.INTEGRITY* offers integrated pricing with cross discounting based on aggregate revenue of contributing services, billing, and reporting capabilities.
2. A monthly recurring charge applies to each toll-free number reserved for or supplied to a *Q.INTEGRITY* customer depending on the term commitment selected.

4. BUSINESS COMPLEX SERVICE OFFERINGS

4.5 *Q.INTEGRITY*

B. Terms and Conditions (Cont'd)

3. Renewals

- a. Either the customer or Qwest may terminate the term commitment at the end of the initial term by providing not less than 30 days written notice. The customer's notice of termination must be sent to:

Qwest Communications Corp.  
Attention: Cancellation Notification  
Department 0270/1021  
4650 Lakehurst Court  
Dublin, OH 43016

- b. If written notification is not submitted to Qwest at least 30 days prior to the expiration of the term commitment, and Qwest has not given notice of termination to the customer, this term commitment will automatically renew. The renewed term commitment will be based on the same terms, conditions, monthly commitment level and initial term, and at the cataloged rates in effect at the time of such renewal.
- c. The customer may, at any time after the expiration of the initial term, terminate the term commitment by providing not less than 30 days written notice to the address above.



4. BUSINESS COMPLEX SERVICE OFFERINGS

4.5 *Q.INTEGRITY*

B. Terms and Conditions (Cont'd)

4. Early Termination Charges

- a. Customers who terminate their Option D term commitment prior to completion of the term and do not provide written notification to Qwest, will be billed and required to pay termination charges calculated using the following method:
  - Taking the number of full months remaining in the current Annual Period multiplied by the monthly usage minimum plus,
  - 35% of the monthly usage minimum multiplied by the number of months remaining in the then-effective term (other than the number of months referred to in the section immediately preceding) if any, plus,
  - Any applicable third-party early termination or related charges or penalties incurred by Qwest as a result of the customer's early termination.
- b. Customers who terminate their Option E term commitment prior to completion of the term and do not provide written notification to Qwest, will be billed and required to pay termination charges calculated using the following method:
  - An amount equivalent to the actual Annual Revenue generated during the Annual Period in which the customer terminates the commitment, less the usage minimum plus,
  - 35% of the annual usage minimum multiplied by the number of Annual Periods remaining in the then-effective term (other than the annual period referred to in the section immediately preceding) if any, plus,
  - Any applicable third-party early termination or related charges or penalties incurred by Qwest as a result of the customer's early termination.

4. BUSINESS COMPLEX SERVICE OFFERINGS

4.5 *Q.INTEGRITY* (Cont'd)

C. Rates and Charges

1. *Q.INTEGRITY* offers two different pricing arrangements, Options D and E. The customer may select either of these options, however, shortfall penalties apply if the customer does not meet the product's minimum revenue commitments. The term of a *Q.INTEGRITY* Option D or E agreement begins on the first day of the billing cycle following the date of the customer's signature.

2. Option D

Option D requires customers to sign a term commitment of 1-year, 2-years or 3-years and meet a minimum volume of \$50,000.00 per month in contributing services.

3. Option E

Requires customers to sign a term commitment of 1-year, 2-years or 3- years and select an Annual Usage Minimum commitment that must be met during each Annual Period. Customers must select one of the five Option E annual usage minimums set forth in the following table:

Annual Usage Minimum Tiers

(Option E Only)

- a. \$1,200,000.00
- b. \$1,800,000.00
- c. \$2,400,000.00
- d. \$3,600,000.00
- e. \$4,800,000.00

**4. BUSINESS COMPLEX SERVICE OFFERINGS**

**4.5 Q.INTEGRITY**

C. Rates and Charges (Cont'd)

4. Minimums

- a. There is a minimum monthly usage commitment (Monthly Commitment) or, an annual minimum usage commitment per 12-month period for all customers.
  - b. If during any month of the term commitment the customer's total usage of Option D service falls below the monthly usage minimum, the customer will be billed the actual amount for the service plus the difference between the monthly revenue and the monthly usage minimum.
  - c. If during any Annual Period of the term commitment, the customer's total usage of Option E service falls below the annual usage minimum, the customer will pay for actual amount for the service plus the difference between the Annual Revenue and the annual usage minimum.
5. Rates and charges for Qwest services described herein requiring dedicated access do not include access and access-related charges including, without limitation, installation charges, inside wiring charges assessed by the LEC and, distance and termination charges assessed by the LEC. All of these charges are additional. The rates and charges set forth herein do not include charges for customer premises equipment and related services.

**4. BUSINESS COMPLEX SERVICE OFFERINGS**

**4.5 Q.INTEGRITY**

C. Rates and Charges (Cont'd)

6. 1+ Per Minute interLATA/intrastate and intraLATA/intrastate Usage Rates

Subject to availability, the following per minute rates will apply to inbound and outbound calls.

a. InterLATA/Intrastate

	SWITCHED			DEDICATED		
	1-YEAR	2-YEAR	3-Year	1-YEAR	2-YEAR	3-YEAR
Option D	\$0.1050	\$0.1020	\$0.1000	\$0.0810	\$0.0790	\$0.0780
Option E	0.1050	0.1020	0.1000	0.0810	0.0790	0.0780

b. IntraLATA/Intrastate

	SWITCHED			DEDICATED		
	1-YEAR	2-YEAR	3-YEAR	1-YEAR	2-YEAR	3-YEAR
Option D	\$0.1050	\$0.1020	\$0.1000	\$0.0810	\$0.0790	\$0.0780
Option E	0.1050	0.1020	0.1000	0.0810	0.0790	0.0780

7. *Q.INTEGRITY worldcard*

Refer to Section 6, following, for the description and rates and charges for *Q.INTEGRITY worldcard*.

8. Enhanced Toll Free Features

For terms, conditions, rates and charges, see Toll Free Enhanced Features in 4.2, preceding.

4. BUSINESS COMPLEX SERVICE OFFERINGS

4.6 *Q.guaranteed*

A. General Description

*Q.guaranteed* is a voice and data service offering flat rates based on term and minimum usage commitments. *Q.guaranteed* is designed for businesses spending up to \$100,000.00 per month. It is available on a month-to-month basis, one-year, two-year, or three-year term commitment and the terms have 13 commitment levels. The customer automatically receives the *worldcard* with this offering.

Inbound Toll Free Services permit the customer to receive domestic inbound calls.

B. Terms and Conditions

1. Rates are quoted in full minutes. Call rounding is 18-second initial and 6-second incremental.
2. *Q.guaranteed* customers are eligible to receive guarantees. See Qwest Communications Corporation Rates and Services Schedule No. 3
3. Renewals
  - a. The customer or Qwest may terminate the term commitment at the end of the initial term by providing not less than 30 days written notice. The customer's notice of termination must be sent to:

Qwest Communications Corp.  
Attention: Cancellation Notification  
Department 0270/1021  
4650 Lakehurst Court  
Dublin, OH 43016

- b. If written notification is not submitted to Qwest at least 30 days prior to the expiration of the term commitment, and Qwest has not given notice of termination to the customer, this term commitment shall automatically renew based on the same terms and conditions, at the same monthly commitment level and initial term, and at the cataloged rates in effect at the time of such renewal.

4. BUSINESS COMPLEX SERVICE OFFERINGS

4.6 *Q.guaranteed*

B. Terms and Conditions (Cont'd)

4. Early Termination Charges

- a. Customers who terminate their term commitment prior to the expiration date and do not provide written notification to Qwest, will be billed and required to pay termination charges equal to the number of months remaining in the term multiplied by the monthly commitment level.
- b. Customers who terminate their term commitment prior to the expiration date and do provide written notification to Qwest, will be responsible for the following charges, payable upon receipt:

- 1-Year Contract

Early termination charges for customers who terminate service prior to the expiration of their 17-year term are calculated by taking the months remaining on the contract and multiplying by the monthly commitment level.

- 2-Year Contract

If the contract is in the first 12 months, the customer will be responsible to Qwest for:

- The remaining number of months of the first 12 months multiplied by the commitment level plus 35% of months remaining in the second 12 months.

If the contract is in the second 12 months, the customer will be responsible to Qwest for:

- The remaining number of months multiplied by the monthly commitment level.

4. BUSINESS COMPLEX SERVICE OFFERINGS

4.6 *Q.guaranteed*  
B.4.b. (Cont'd)

- 3-Year Contract

If the contract is in the first 12 months, the customer will be responsible to Qwest for:

- The remaining number of months of the first 12 months multiplied by the commitment level plus 35% of months remaining in the second and third 12 months.

If the contract is in the second 12 months, the customer will be responsible to Qwest for:

- The remaining number of months of the second 12 months multiplied by the monthly commitment level plus 35% of months remaining in the third 12 months.

If the contract is in the third 12 months, the customer will be responsible to Qwest for:

- The remaining number of months multiplied by the monthly commitment level.

4. BUSINESS COMPLEX SERVICE OFFERINGS

4.6 *Q.guaranteed* (Cont'd)

C. Rates and Charges

The per-minute rate is as follows:

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

Group 1

	INTERLATA RATE	INTRALATA RATE
• Month-to-Month	\$0.1250	\$0.1250
• 1-Year	0.1100	0.1100
• 2-Year	0.1080	0.1080
• 3-Year	0.1060	0.1060

Group 2

	INTERLATA RATE	INTRALATA RATE
• Month-to-Month	\$0.1250	\$0.1250
• 1-Year	0.1070	0.1070
• 2-Year	0.1050	0.1050
• 3-Year	0.1030	0.1030

Group 3

	INTERLATA RATE	INTRALATA RATE
• Month-to-Month	\$0.1250	\$0.1250
• 1-Year	0.1050	0.1050
• 2-Year	0.1020	0.1020
• 3-Year	0.1000	0.1000



4. BUSINESS COMPLEX SERVICE OFFERINGS

4.6 *Q.guaranteed*

C. Rates and Charges (Cont'd)

2. Dedicated – Outbound and Inbound Per-Minute Rates

Group 1

	INTERLATA RATE	INTRALATA RATE
• Month-to-Month	\$0.0840	\$0.0840
• 1-Year	0.0800	0.0800
• 2-Year	0.0780	0.0780
• 3-Year	0.0760	0.0760

Group 2

	INTERLATA RATE	INTRALATA RATE
• Month-to-Month	\$0.0840	\$0.0840
• 1-Year	0.0780	0.0780
• 2-Year	0.0760	0.0760
• 3-Year	0.0740	0.0740

Group 3

	INTERLATA RATE	INTRALATA RATE
• Month-to-Month	\$0.0840	\$0.0840
• 1-Year	0.0760	0.0760
• 2-Year	0.0740	0.0740
• 3-Year	0.0720	0.0720

3. *Q.guaranteed worldcard*

Refer to Section 6, following, for the description and rates and charges for *Q.guaranteed worldcard*.

4. BUSINESS COMPLEX SERVICE OFFERINGS

4.6 *Q.guaranteed*

C. Rates and Charges (Cont'd)

4. Discounts

These discounts will be applied to *Q.guaranteed* – Switched Access

VOLUME LEVEL	1-YEAR	2-YEAR	3-YEAR
\$ 100	10%	12%	14%
250	11%	13%	15%
500	12%	14%	16%
1,000	13%	15%	17%
2,000	14%	16%	18%
4,000	16%	18%	20%
7,000	17%	19%	21%
12,000	18%	20%	22%
20,000	20%	22%	24%
35,000	21%	23%	25%
50,000	22%	24%	26%
75,000	23%	25%	27%
100,000	24%	26%	28%

**4. BUSINESS COMPLEX SERVICE OFFERINGS**

**4.6 Q.guaranteed**

C. Rates and Charges (Cont'd)

5. Enhanced Toll Free Features

a. Basic Features – Standard

The following features are available to month-to-month and term customers.

FEATURE	INSTALLATION/ NONRECURRING CHARGE	MONTHLY RATE	CHANGE CHARGE	SURCHARGE
Alternate Call Routing, per 8XX number	\$ 50.00	\$ 50.00	\$50.00	–
DNIS, per 8XX number	15.00	–	15.00	–
Day of Week Routing, per 8XX number	50.00	50.00	50.00	–
Day of Year/Holiday Routing, per 8XX number	50.00	–	50.00	–
Direct Termination Overflow (DTO), per 8XX number	50.00	50.00	50.00	–
Geo Routing, per 8XX number	50.00	50.00	50.00	–

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**4. BUSINESS COMPLEX SERVICE OFFERINGS**

**4.6 Q.guaranteed**  
 C.5.a. (Cont'd)

FEATURE	INSTALLATION/ NONRECURRING CHARGE	MONTHLY RATE	CHANGE CHARGE	SURCHARGE
Menu Routing, per 8XX number, per call	\$ 250.00 —	\$ 25.00 —	\$ 50.00 —	— \$0.05
Percent Allocation Routing, per 8XX number	50.00	50.00	50.00	—
Project Accounting Codes, per 8XX number	15.00	15.00	15.00	—
Real Time ANI, per 8XX number	100.00	—	50.00	—
Tailored Call Coverage, per 8XX number	50.00	—	50.00	—
Time of Day Routing, per 8XX number	50.00	50.00	50.00	—

**4. BUSINESS COMPLEX SERVICE OFFERINGS**

**4.6** *Q.guaranteed*  
C.5. (Cont'd)

b. 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   |
| • 2-Year term    | 2.50   |
| • 3-Year term    | 1.00   |

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6. OPERATOR SERVICES

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**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

##### Automated Collect

Collect 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 (also known as 0++ Collect Calls).

##### 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, Credit 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, Credit 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, Credit 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 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.

- Credit Card Calls

Calls for which charges are billed, not to the originating telephone number, but to a credit card, such as VISA, MasterCard, or American Express.

- Operator Station

Calls which are billed to the originating number.

- Person-to-Person Calls

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

##### 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, credit card, room charge, billed to a third number (third party) and Person-to-Person call services provided to users pursuant to arrangements established by Qwest's subscribers.

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, third party and room charge calls.

**6. OPERATOR SERVICES**

**6.1 GENERAL (Cont'd)**

**6.1.2 TERMS AND CONDITIONS**

**A. Responsibilities of the Subscriber**

1. The subscriber is responsible for placing any necessary orders; for complying with Catalog regulations; and for assuring that users comply with Catalog regulations. The subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the subscriber to end users. The subscriber is also responsible for the payment of charges for calls originated at the subscriber's numbers which are not collect, third party, calling card, or credit card calls.
2. The subscriber must pay Qwest for replacement or repair of damage to the equipment or facilities of Qwest caused by negligence or willful act of the subscriber, users, or others, by improper use of the services, or by use of equipment provided by the subscriber, users, or others.
3. The subscriber must pay for the loss through theft of any Qwest equipment installed at the subscriber's premises.
4. The subscriber shall place tent cards, phone stickers or other printed documentation furnished by or with the approval of Qwest on or in close proximity to all telephones capable of accessing Qwest's services and shall take reasonable action to replace any documentation which may be removed, defaced or otherwise rendered unavailable.
5. The subscriber shall not configure its equipment to block or otherwise prevent access by its patrons to locally available interexchange carrier(s) other than Qwest unless the appropriate waiver and/or other necessary approval has been obtained from the governing regulatory body.

6. OPERATOR SERVICES

6.1 GENERAL

6.1.2 TERMS AND CONDITIONS (Cont'd)

B. 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, a third party, or a subscriber.
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.

C. 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.

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

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. Credit Card Calls

Charges for credit card calls will be included on the user's regular monthly statement from the card-issuing company.

C. 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.

6. OPERATOR SERVICES

6.1 GENERAL (Cont'd)

6.1.4 MISCELLANEOUS OPERATOR SERVICES CHARGES

A. Non-Subscriber Surcharge

1. Description

A Non-Subscriber Surcharge is applicable to intrastate Operator Station (Collect, Billed to Third Party, and Person-to-Person) calls billed to telephone lines which are presubscribed to an interexchange carrier other than the Company. This charge is in addition to the usage rates applicable to such calls and is also in addition to any applicable service charges for Operator Station calls as specified in the Catalog unless otherwise indicated.

The Non-Subscriber Surcharge does not apply to: calls billed to calling cards or credit cards, conference calls, calls to directory assistance, calls originating from Inmate/Correctional facility payphones terminating to non-presubscribed customers of the Company, calls billed to telephone lines which have discontinued presubscription to the Company but for whom an active billing record still exists in the Company's billing system, or to collect calls accessing the Company's network via 800 access methods.

The Company will credit any Non-Subscriber Surcharges reported by newly-presubscribed Company customers during the period between presubscription and administrative processing of the new customer. The Company will also credit any Non-Subscriber Surcharges reported by customers during a F.C.C. reportable incident of service outage by another interexchange carrier. To receive either of these credits, customers must contact the Company through an 800 number designated for billing inquiries. The credit will be issued in the form of a bill credit to be processed electronically through the customer's local exchange company.

The Non-Subscriber Surcharge applies in all Local Exchange areas where billing is available.

2. Rates and Charges

	CHARGE
• Non-Subscriber Surcharge	\$1.99

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**6. OPERATOR SERVICES**

**6.1 GENERAL**

**6.1.4 MISCELLANEOUS OPERATOR SERVICES CHARGES (Cont'd)**

**B. 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

6. OPERATOR SERVICES

6.2 OPERATOR SERVICES

6.2.1 PAYPHONE SERVICE

A. Description

This service allows calls that are placed with the assistance of a live or automated operator from pay telephones presubscribed to Qwest.

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 + Credit Card	4.95	4.95
0 + Credit Card (Op)	4.95	4.95
0 - Credit Card (Op)	5.50	5.50
0 + Bill to Third Party	9.95	9.95
0 - Bill to Third Party	9.95	9.95
Automatic Collect	4.95	4.95
0 + Collect	6.50	6.50
0 - Collect	6.50	6.50
0 + Person-to-Person	9.95	9.95
0 - Person-to-Person	9.95	9.95



6. OPERATOR SERVICES

6.2 OPERATOR SERVICES

6.2.1 PAYPHONE 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

<u>Mileage Band</u>	<u>DAY</u>		<u>EVENING</u>		<u>NIGHT/WEEKEND</u>	
	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>
0-9999	\$0.8900	\$0.8900	\$0.8900	\$0.8900	\$0.8900	\$0.8900

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6. OPERATOR SERVICES

6.2 OPERATOR SERVICES (Cont'd)

6.2.2 CASUAL SERVICE

A. Description

This service allows calls that are placed with the assistance of a live or automated operator from phones, which are not presubscribed to Qwest where the end user first dials Qwest's carrier identification code.

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 + Credit Card	4.95	4.95
0 + Credit Card (Op)	4.95	4.95
0 - Credit Card (Op)	5.50	5.50
0 + Bill to Third Party	9.95	9.95
0 - Bill to Third Party	9.95	9.95
Automatic Collect	4.95	4.95
0 + Collect	6.50	6.50
0 - Collect	6.50	6.50
0 + Person-to-Person	9.95	9.95
0 - Person-to-Person	9.95	9.95

**6. OPERATOR SERVICES**

**6.2 OPERATOR SERVICES**

**6.2.2 CASUAL 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	\$0.8900	\$0.8900	\$0.8900	\$0.8900	\$0.8900	\$0.8900

6. OPERATOR SERVICES

6.2 OPERATOR SERVICES (Cont'd)

6.2.3 HOSPITALITY SERVICE

A. Description

This service allows for calls that are placed with the assistance of a live or automated operator from hotel/motel telephones presubscribed to Qwest.

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 + Credit Card	4.95	4.95
0 + Credit Card (Op)	4.95	4.95
0 - Credit Card (Op)	5.50	5.50
0 + Bill to Third Party	9.95	9.95
0 - Bill to Third Party	9.95	9.95
Automatic Collect	4.95	4.95
0 + Collect	6.50	6.50
0 - Collect	6.50	6.50
0 + Person-to-Person	9.95	9.95
0 - Person-to-Person	9.95	9.95

**6. OPERATOR SERVICES**

**6.2 OPERATOR SERVICES**  
**6.2.3 HOSPITALITY 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	\$0.8900	\$0.8900	\$0.8900	\$0.8900	\$0.8900	\$0.8900

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6. OPERATOR SERVICES

6.2 OPERATOR SERVICES (Cont'd)

6.2.4 INMATE/CORRECTIONAL SERVICE

A. Description

This service allows calls that are placed with the assistance of an automated operator including customer premises equipment that provides automated operator service from inmate/correctional facility telephones presubscribed to Qwest.

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
Automatic Collect	\$3.00	\$2.50

**6. OPERATOR SERVICES**

**6.2 OPERATOR SERVICES**

**6.2.4 INMATE/CORRECTIONAL 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  
 USAGE CHARGE**

<u>Mileage Band</u>	<b>DAY</b>		<b>EVENING</b>		<b>NIGHT/WEEKEND</b>	
	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>
0-9999	\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000	\$0.3000

**INTRALATA  
 USAGE CHARGE**

<u>Mileage Band</u>	<b>DAY</b>		<b>EVENING</b>		<b>NIGHT/WEEKEND</b>	
	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>
0-9999	\$0.2000	\$0.2000	\$0.2000	\$0.2000	\$0.2000	\$0.2000

6. OPERATOR SERVICES

6.2 OPERATOR SERVICES (Cont'd)

6.2.5 HOSPITAL SERVICE

A. Description

This service allows for calls that are placed with the assistance of a live or automated operator from hospital telephones presubscribed to Qwest.

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 + Credit Card	4.95	4.95
0 + Credit Card (Op)	4.95	4.95
0 - Credit Card (Op)	5.50	5.50
0 + Bill to Third Party	9.95	9.95
0 - Bill to Third Party	9.95	9.95
Automatic Collect	4.95	4.95
0 + Collect	6.50	6.50
0 - Collect	6.50	6.50
0 + Person-to-Person	9.95	9.95
0 - Person-to-Person	9.95	9.95



**6. OPERATOR SERVICES**

**6.2 OPERATOR SERVICES**

**6.2.5 HOSPITAL 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	\$0.8900	\$0.8900	\$0.8900	\$0.8900	\$0.8900	\$0.8900

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6. OPERATOR SERVICES

6.2 OPERATOR SERVICES (Cont'd)

6.2.6 UNIVERSITY/EDUCATION SERVICE

A. Description

This service allows for calls that are placed with the assistance of a live or automated operator from university/educational telephones presubscribed to Qwest.

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 + Credit Card	4.95	4.95
0 + Credit Card (Op)	4.95	4.95
0 - Credit Card (Op)	5.50	5.50
0 + Bill to Third Party	9.95	9.95
0 - Bill to Third Party	9.95	9.95
Automatic Collect	4.95	4.95
0 + Collect	6.50	6.50
0 - Collect	6.50	6.50
0 + Person-to-Person	9.95	9.95
0 - Person-to-Person	9.95	9.95

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6. OPERATOR SERVICES

6.2 OPERATOR SERVICES

6.2.6 UNIVERSITY/EDUCATION 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	\$0.8900	\$0.8900	\$0.8900	\$0.8900	\$0.8900	\$0.8900

6. OPERATOR SERVICES

6.2 OPERATOR SERVICES (Cont'd)

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 + Credit Card	4.95	4.95
0 + Credit Card (Op)	4.95	4.95
0 - Credit 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

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

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**6. OPERATOR SERVICES**

**6.2 OPERATOR SERVICES (Cont'd)**

**6.2.8 BUSINESS/RESIDENTIAL SERVICE (PRESUBSCRIBED TO OTHER CARRIERS)**

A. Description

This service allows calls from business and residential locations which presubscribe to other carriers' 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 + Credit Card	4.95	4.95
0 + Credit Card (Op)	4.95	4.95
0 - Credit Card (Op)	5.50	5.50
0 + Bill to Third Party	9.95	9.95
0 - Bill to Third Party	9.95	9.95
Automatic Collect	4.95	4.95
0 + Collect	6.50	6.50
0 - Collect	6.50	6.50
0 + Person-to-Person	9.95	9.95
0 - Person-to-Person	9.95	9.95

**6. OPERATOR SERVICES**

**6.2 OPERATOR SERVICES**

**6.2.8 BUSINESS/RESIDENTIAL SERVICE (PRESUBSCRIBED TO OTHER CARRIERS)**

**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**

<u>Mileage Band</u>	<b>DAY</b>		<b>EVENING</b>		<b>NIGHT/WEEKEND</b>	
	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>
0-9999	\$0.8900	\$0.8900	\$0.8900	\$0.8900	\$0.8900	\$0.8900

**6. OPERATOR SERVICES**

**6.2 OPERATOR SERVICES (Cont'd)**

**6.2.9 Q.COLLECT**

A. Description

Q.Collect provides Qwest designated 8XX numbers to end users at educational, healthcare, and government facilities, and for special corporate or promotional applications, providing end users the ability to complete automated and live operator assisted telephone calls. End users process their calls through an automated call processor, charging such calls to a travel card; valid local telephone company issued card; or a major credit card. End users have the option to access a live operator if they wish to charge their calls to the destination number or a valid third party telephone number. 8XX numbers are unique to each entity as listed above and cannot be "shared" as common access.

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 rates following:

	CHARGE	
	INTERLATA	INTRALATA
0 + Calling Card	\$1.99	\$1.99
0 + Calling Card (Op)	3.50	3.50
0 - Calling Card (Op)	3.50	3.50
0 + Credit Card	1.99	1.99
0 + Credit Card (Op)	3.50	3.50
0 - Credit Card (Op)	3.50	3.50
0 + Bill to Third Party	3.50	3.50
0 - Bill to Third Party	3.50	3.50
Automatic Collect	1.99	1.99
0 + Collect	3.50	3.50
0 - Collect	3.50	3.50
0 + Person-to-Person	3.50	3.50
0 - Person-to-Person	3.50	3.50



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6. OPERATOR SERVICES

6.2 OPERATOR SERVICES

6.2.9 Q.COLLECT

B. Rates and Charges (Cont'd)

2. Operator Per Minute Usage Charges

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

6. OPERATOR SERVICES

6.2 OPERATOR SERVICES (Cont'd)

6.2.10 Q.UNIVERSAL COLLECT

A. Description

Q.Universal Collect provides end users the ability to complete automated and live operator assisted long distance telephone calls through Qwest designated 8XX numbers. End users process their calls through an automated call processor, charging such calls to a travel card; valid local telephone company issued card; or a major credit card. End users have the option to access a live operator if they wish to charge their calls to the destination number or a valid third party telephone number. 8XX numbers are unique to Qwest and can be "shared" as common access.

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 rates following:

	CHARGE	
	INTERLATA	INTRALATA
0 + Calling Card	\$1.25	\$1.25
0 + Calling Card (Op)	1.25	1.25
0 - Calling Card (Op)	2.25	2.25
0 + Credit Card	1.25	1.25
0 + Credit Card (Op)	1.25	1.25
0 - Credit Card (Op)	2.25	2.25
0 + Bill to Third Party	2.95	2.95
0 - Bill to Third Party	2.95	2.95
Automatic Collect	1.99	1.99
0 + Collect	1.99	1.99
0 - Collect	1.99	1.99
0 + Person-to-Person	3.09	3.09
0 - Person-to-Person	3.09	3.09

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6. OPERATOR SERVICES

6.2 OPERATOR SERVICES

6.2.10 Q.UNIVERSAL COLLECT

B. Rates and Charges (Cont'd)

2. Operator Per Minute Usage Charges

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

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**6. OPERATOR SERVICES**

**6.3 DIRECTORY ASSISTANCE SERVICE**

A. Description

1. Directory Assistance service allows customers to obtain listing information, which is comprised of a name, ZIP Code and/or address and telephone number.
2. Customers may access this service by dialing the area code (NPA) for the telephone number(s) desired plus 555-1212.

B. Terms and Conditions

1. A caller may request a maximum of two listings for each call to Directory Assistance.
2. In some locations where the customer has the capability to direct dial Directory Assistance but chooses to place the call as a mechanized or operator-assisted customer-dialed calling card call or operator-assisted station-to-station call, the appropriate usage/surcharge charges as specified in Section 6 applies in addition to the Directory Assistance charge.
3. The rate applies whether or not the customer secures any requested information.

C. Rates and Charges

	<b>CHARGE</b>
• Direct dialed call by customer	
- Each call	\$1.99

**6. OPERATOR SERVICES**

**6.4 CALLING CARD SERVICE OFFERINGS**

**6.4.1 *worldcard***

A. Description

The *worldcard* allows business customers to make domestic and international calls away from home anywhere in the United States. To initiate a *worldcard* call, the customer dials a 10-digit card number + PIN. The voice response unit ("VRU") guides the customer through the available options.

B. Rates and Charges

1. *QWEST TOTAL ADVANTAGE worldcard*

a. Option S

	INTERLATA PER MINUTE RATE	INTRALATA PER MINUTE RATE
• Month-to-Month	\$0.1316	\$0.1316
• 1-Year	0.0968	0.0968
• 2-Year	0.0968	0.0968
• 3-Year	0.0968	0.0968

**CHARGE**

- Per call surcharge \$0.3500
- Operator surcharge[1]

b. Option F

	INTERLATA PER MINUTE RATE	INTRALATA PER MINUTE RATE
• Month-to-Month	\$0.2500	\$0.2500
• 1-Year	0.2500	0.2500
• 2-Year	0.2500	0.2500
• 3-Year	0.2500	0.2500
• Operator surcharge[1]		

[1] In addition, an Operator Services surcharge will apply, if appropriate, as specified in 6.2.7.

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6. OPERATOR SERVICES

6.4 CALLING CARD SERVICE OFFERINGS

6.4.1 *worldcard*

B. Rates and Charges (Cont'd)

2. *QWEST LONG DISTANCE ADVANTAGE worldcard*

	INTERLATA PER MINUTE RATE	INTRALATA PER MINUTE RATE
• Month-to-Month	\$0.3000	\$0.3000
• 1-Year	0.3000	0.3000
• 2-Year	0.3000	0.3000
• 3-Year	0.3000	0.3000
	<b>CHARGE</b>	
• Per call surcharge	-	
• Operator surcharge[1]		

[1] In addition, an Operator Services surcharge will apply, if appropriate, as specified in 6.2.7.

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6. OPERATOR SERVICES

6.4 CALLING CARD SERVICE OFFERINGS

6.4.1 *worldcard*

B. Rates and Charges (Cont'd)

3. GNS-2000 *worldcard*

a. Option S

	INTERLATA PER MINUTE RATE	INTRALATA PER MINUTE RATE
• Month-to-Month	\$0.0948	\$0.0948
• 1-Year	0.0910	0.0910
• 2-Year	0.0891	0.0891
• 3-Year	0.0872	0.0872

CHARGE

- Per call surcharge \$0.2500
- Operator surcharge[1]

b. Option F

	INTERLATA PER MINUTE RATE	INTRALATA PER MINUTE RATE
• Month-to-Month	\$0.1250	\$0.1250
• 1-Year	0.1250	0.1250
• 2-Year	0.1250	0.1250
• 3-Year	0.1250	0.1250

[1] In addition, an Operator Services surcharge will apply, if appropriate, as specified in 6.2.7.

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6. OPERATOR SERVICES

6.4 CALLING CARD SERVICE OFFERINGS

6.4.1 *worldcard*

B. Rates and Charges (Cont'd)

4. *Q.INTEGRITY worldcard*

InterLATA

	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Option D	\$0.1050	\$0.1020	\$0.1000
Option E	0.1050	0.1020	0.1000

IntraLATA

	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Option D	\$0.1050	\$0.1020	\$0.1000
Option E	0.1050	\$0.1020	\$0.1000

CHARGE

- Per call surcharge \$0.40
- Operator surcharge[1]

[1] In addition, an Operator Services surcharge will apply, if appropriate, as specified in 6.2.7.



**6. OPERATOR SERVICES**

**6.4 CALLING CARD SERVICE OFFERINGS**

**6.4.1 *worldcard***

B. Rates and Charges (Cont'd)

5. *Q.guaranteed worldcard*

a. Option S

1 Year

	INTERLATA PER MINUTE RATE	INTRALATA PER MINUTE RATE
• Month-to-Month	\$0.1250	\$0.1250
• 1-Year	0.1100	0.1100
• 2-Year	0.1080	0.1080
• 3-Year	0.1060	0.1060

2 Year

	INTERLATA PER MINUTE RATE	INTRALATA PER MINUTE RATE
• Month-to-Month	\$0.1250	\$0.1250
• 1-Year	0.1070	0.1070
• 2-Year	0.1050	0.1050
• 3-Year	0.1030	0.1030

3 Year

	INTERLATA PER MINUTE RATE	INTRALATA PER MINUTE RATE
• Month-to-Month	\$0.1250	\$0.1250
• 1-Year	0.1050	0.1050
• 2-Year	0.1020	0.1020
• 3-Year	0.1000	0.1000

**CHARGE**

- Per call surcharge \$0.35
- Operator surcharge[1]

[1] In addition, an Operator Services surcharge will apply, if appropriate, as specified in 6.2.7.

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6. OPERATOR SERVICES

6.4 CALLING CARD SERVICE OFFERINGS

6.4.1 *worldcard*

B.5 (Cont'd)

b. Option F

	INTERLATA PER MINUTE RATE	INTRALATA PER MINUTE RATE
• Month-to-Month	\$0.2500	\$0.2500
• 1-Year	0.2500	0.2500
• 2-Year	0.2500	0.2500
• 3-Year	0.2500	0.2500

**6. OPERATOR SERVICES**

**6.4 CALLING CARD SERVICE OFFERINGS (Cont'd)**

**6.4.2 QWEST CALLING CARD**

A. Description

Qwest Calling Card offers residential customers enhanced features and functions for use when traveling customers access the network by dialing a toll-free access number and an authorization code. To initiate a Calling Card call, the customer dials a toll free 800 number. The voice response unit ("VRU") then instructs the customer to input the authorization code, which is the customer's billed to number plus four digits. After the proper verification of the authorization code, the VRU guides the customer through the available options. Two pricing options are available.

All residential domestic calls are billed in full minute increments.

B. Rates and Charges

	<b>CHARGE</b>
• All Time Periods, Per Minute[1]	
- Option 1	\$0.69
• Surcharge, Per Call	
- Option 1	1.25

[1] In addition, an Operator Services surcharge will apply, if appropriate, as specified in 6.2.7.

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**Catalog No. 1**

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**7. PROMOTIONS**

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**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.

US WEST, INC. 07-98  
LEGAL PETTY CASH-DENVER  
1801 CALIFORNIA, SUITE 5100  
DENVER, CO 80202-2808

1972  
23-7/1020

DATE 3-28-03

PAY TO THE ORDER OF South Dakota Public Utilities Comm. \$ 250.00

Two hundred fifty and 00/100 DOLLARS



Norwest Bank Colorado, N.A.  
Denver  
NORWEST BANKS (303) 861-8811 • 1740 Broadway  
Denver, Colorado 80274  
Norwest Phone Bank (303) 863-8300

FOR

Donna Ebbes

⑈001972⑈ ⑆102000076⑆ 1018220395⑈

© HARLAND Style 2

TC 03-063

**South Dakota Public Utilities Commission**  
**WEEKLY FILINGS**  
For the Period of March 27, 2003 through April 2, 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**

**EL03-013     In the Matter of the Joint Request for an Electric Service Territory Boundary Change between Butte Electric Cooperative, Inc. and Black Hills Power.**

On March 28, 2003, Butte Electric Cooperative and Black Hills Power submitted a joint request to the South Dakota Public Utilities Commission for approval of the relocation of an electric service territory boundary located in Section 6, Township 5 North, Range 5 East, Black Hills Meridian, Meade County, South Dakota. The specific impacted properties include the western most portion of Lot 1A, and Lot 1B revised in the Sturgis Industrial Park Subdivision.

Staff Analyst: Michele M. Farris  
Staff Attorney: Karen Cremer  
Date Docketed: 03/28/03  
Intervention Deadline: 04/11/03

**TELECOMMUNICATIONS**

**TC03-062     In the Matter of the Filing by Winstar Communications, LLC for Approval of Relief of Certification Requirement to Post Surety Bond.**

In an Order dated May 16, 2002, the Commission granted Winstar Communications, LLC (Winstar) authority to provide interexchange telecommunications services in South Dakota, subject to a continuous \$25,000 surety bond. On March 28, 2003, the Commission received a filing from Winstar requesting relief from the Commission's bond requirement.

Staff Analyst: Keith Senger  
Staff Attorney: Kelly Frazier  
Date Docketed: 03/28/03  
Intervention Deadline: 04/14/03

**TC03-063     In the Matter of the Application of Qwest Communications Corporation for an Amended Certificate of Authority to Provide InterLATA Intrastate Telecommunications Services and Operator Services in South Dakota.**

Qwest Communications Corporation has filed an application for a Certificate of Authority to provide interexchange telecommunications services and operator services in South Dakota. The applicant intends to provide facilities based and resold interLATA and intraLATA interexchange services for voice and data applications, including 1+ and 10-10-XXXX

outbound dialing, 800/888 toll-free inbound dialing, directory assistance, data services, calling cards and operator services throughout South Dakota.

Staff Analyst: Bonnie Bjork  
Staff Attorney: Kelly Frazier  
Date Docketed: 04/01/03  
Intervention Deadline: 04/18/03

**TC03-064 In the Matter of the Filing For Approval of an Interconnection Agreement between McLeodUSA Telecommunications Services, Inc. and Midcontinent Communications, Inc.**

On April 2, 2003, the Commission received for approval an Interconnection Agreement between McLeodUSA Telecommunications Services, Inc. and Midcontinent Communications, Inc. According to the parties, this agreement addresses the type of traffic and rates to be exchanged between the parties, and the responsibilities of the parties regarding billing, payment and interconnection. 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 April 22, 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: 04/02/03  
Initial Comments Due: 04/22/03

**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  
  
303-896-8120 (fax)  
[tim.goodwin@qwest.com](mailto:tim.goodwin@qwest.com)

April 17, 2003

**RECEIVED**

APR 18 2003

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

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

**Re: Application of Qwest Communications Corporation for a Certificate of Authority, South Dakota PUC Docket TC003-063**

Dear Ms. Bonrud:

By letter dated April 7, 2003, Bonnie Bjork of the Commission Staff made inquiries concerning the application for a certificate of authority to provide interexchange services by Qwest Communications Corporation ("QCC"). One of those inquiries requested that QCC 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 fluid and cursive, with a large, prominent "T" and "G".

Timothy J. Goodwin

enclosures

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

RECEIVED

APR 18 2003

INDEMNITY BOND  
TO THE  
PEOPLE OF THE STATE OF SOUTH DAKOTA

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION  
Bond No. 905-039-092

We, Qwest Communications Corporation, 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 Communications Corporation'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 2<sup>nd</sup> day of April, 2003.

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

Witness:

**Qwest Communications Corporation**

By:

George Con Sr. Director  
Name/Title  
*of Finance*

By:

Melby A. Garte VP + Secretary  
Name/Title

Witness:

**Liberty Mutual Insurance Company**

By:

Suzanne Holden  
Attorney-in-Fact

By:

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

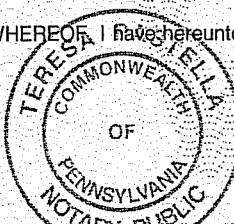
By Timothy C. Mulloy, Assistant Secretary



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 2nd day of April, 2003.



John P. [Name]

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 1-800-891-2246 between 9:00 am and 4:00 pm EST on any business day.

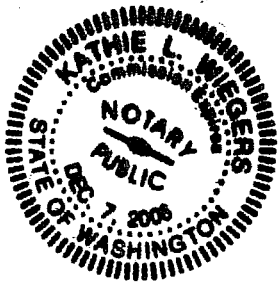
**All-Purpose  
Certificate of Acknowledgment**

State of Washington  
County of King }

On April 2, 2003 before me, Kathie L. Wieggers,  
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. Wieggers  
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**

- Individual(s)  
 Corporate Officer:  
 Title(s)  
 Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Subscribing Witness  
 Guardian/Conservator  
 Other:

**DESCRIPTION OF ATTACHED DOCUMENT(S)**

Type of Document  
Indemnity Bond to the People of South Dakota  
Number of Pages  
Two (2)  
Date of Document  
April 2, 2003  
Signer(s) Other Than Named Above  
Qwest Communications Corporation

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

Liberty Mutual Insurance Company



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

FAX Received MAY 01 2003

May 1, 2003

RECEIVED

MAY 02 2003

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

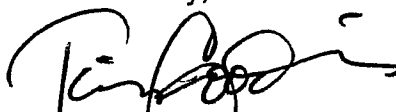
Pamela Bonrud  
Executive Director  
Public Utilities Commission of the State of South Dakota  
500 East Capitol Avenue  
Pierre, SD 57501

**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,



Timothy J. Goodwin

enclosures

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

RECEIVED

MAY 02 2003

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

**RIDER**

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.: **905-039-092**

executed by: **Qwest Communications Corporation**, as Principal

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

in favor of: **Consumers of Qwest Communications Corporation's services in South Dakota**, as Obligee,

and dated: **April 2, 2003**

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

**The Obligee**

From: **Consumers of Qwest Communications Corporation's services in South Dakota**

To: **South Dakota Public Utilities Commission and Consumers of Qwest Communications Corporation 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: **April 2, 2003**

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

Principal: **Qwest Communications Corporation**

By:

*Kelly S. Carter*

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

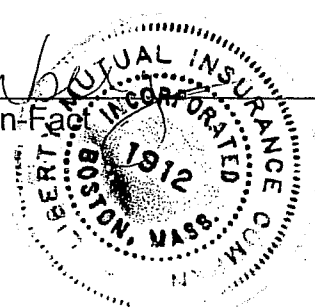
Name/Title

Surety: **Liberty Mutual Insurance Company**

By:

*Krista M. Stromberg*

Krista M. Stromberg, Attorney-in-Fact



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

**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

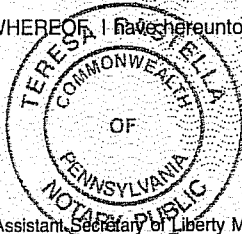


By Timothy C. Mulloy  
Timothy C. Mulloy, Assistant Secretary

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. 26, 2005  
Member, Pennsylvania Association of Notaries

Teresa Pastella  
Notary Public

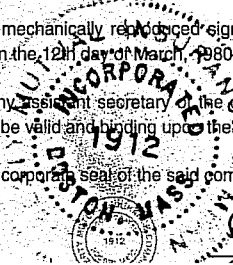
CERTIFICATE

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. W. [Signature]

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 1-800-828-8240 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. Wieggers,  
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. Wieggers*  
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:	<b>Rider</b>
<input type="checkbox"/> Title(s)	Number of Pages
<input type="checkbox"/> Partner(s)	<b>Two (2)</b>
<input checked="" type="checkbox"/> Attorney-in-Fact	Date of Document
<input type="checkbox"/> Trustee(s)	<b>April 23, 2003</b>
<input type="checkbox"/> Subscribing Witness	Signer(s) Other Than Named Above
<input type="checkbox"/> Guardian/Conservator	<b>Qwest Communications Corporation</b>
<input type="checkbox"/> Other:	

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

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

<b>IN THE MATTER OF THE APPLICATION OF )</b>	<b>ORDER GRANTING</b>
<b>QWEST COMMUNICATIONS CORPORATION )</b>	<b>CERTIFICATE OF</b>
<b>FOR A CERTIFICATE OF AUTHORITY TO )</b>	<b>AUTHORITY</b>
<b>PROVIDE INTEREXCHANGE )</b>	
<b>TELECOMMUNICATIONS SERVICES AND )</b>	<b>TC03-063</b>
<b>OPERATOR SERVICES IN SOUTH DAKOTA )</b>	

On April 1, 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 Communications Corporation (QCC).

QCC proposes to provide facilities based and resold interLATA and intraLATA interexchange services for voice and data applications, including 1+ and 10-10-XXXX outbound dialing, 800/888 toll-free inbound dialing, directory assistance, data services, calling cards and operator services throughout South Dakota. A proposed tariff was filed by QCC. The Commission has classified long distance service as fully competitive.

On April 3, 2003, the Commission electronically transmitted notice of the filing and the intervention deadline of April 18, 2003, to interested individuals and entities. No petitions to intervene or comments were filed and at its May 6, 2003, meeting, the Commission considered QCC's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to a continuous \$25,000 surety bond. Commission Staff further recommended a waiver of ARSD 20:10:24:02(8).

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 QCC has met the legal requirements established for the granting of a certificate of authority. QCC has, in accordance with SDCL 49-31-3, demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota. Further, the Commission finds that there is good cause to waive ARSD 20:10:24:02(8). The Commission approves QCC'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 QCC's application for a certificate of authority to provide interexchange telecommunications services and operator services is hereby granted, effective May 31, 2003, subject to a continuous \$25,000 surety bond. It is

FURTHER ORDERED, that the Commission waives ARSD 20:10:24:02(8). It is

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

Dated at Pierre, South Dakota, this 16<sup>th</sup> day of May, 2003.

<b>CERTIFICATE OF SERVICE</b>
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: <u><i>Helene Kolbo</i></u>
Date: <u><i>5/20/03</i></u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

*Robert K. Sahr*  
ROBERT K. SAHR, Chairman *dk*

*Gary Hanson*  
GARY HANSON, Commissioner

*James A. Burg*  
JAMES A. BURG, 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 effective May 31, 2003  
Docket No. TC03-063

*This is to certify that*

### QWEST COMMUNICATIONS CORPORATION

is authorized to provide interexchange telecommunications services  
and operator 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 16<sup>th</sup> day of May, 2003.

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION:**



*Robert K. Sahr*  
ROBERT K. SAHR, Chairman *dh*

*Gary Hanson*  
GARY HANSON, Commissioner

*James A. Burg*  
JAMES A. BURG, Commissioner