

TC98-149

TC98-149

DOCKET NO.

In the Matter of

IN THE MATTER OF THE COMPLAINT
FILED BY LOWN HOUSE
RESTAURANT, SPEARFISH, SOUTH
DAKOTA, AGAINST AT&T
COMMUNICATIONS OF THE MIDWEST,
INC. REGARDING CONSUMER
SERVICE ISSUES

Public Utilities Commission of the State of South Dakota

DATE

MEMORANDA

DATE	MEMORANDA
8/27 98	Filed;
8/31 98	Docketed;
9/3 98	Weekly Filing;
9/30 98	Response of AT&T;
10/26 98	Order Finding Probable Cause and Notice Requiring Answer;
11/16 98	Answer of Fostel;
11/17 98	AT&T's Answer;
8/26 99	Order Dismissing Complaint and Closing Docket;
8/26 99	Docket Closed

10-2-99
(5)

NEXT

DOCUMENT (S)

BEST IMAGE

POSSIBLE


TC98-149
RECEIVED

AUG 27 1998

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSIONBEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

COMPLAINT

Complainant(s): (The party filing the complaint)		Respondent(s): (The person or Company complained against)	
Name:	Lown House Restaurant	Contact Person:	Gregg Terhard
Address:	745 30th Street	Company:	AT & T
City, St., Zip:	Spearfish, SD 57783	Address:	(Corporate Headquarters)
(W) Phone:	(605) 642-3902 or (605) 642-5663	City, State Zip:	
(H) Phone:	LOWN745 577832032 1698 08 10/29/98		(602) 854-6242
Fax:	RETURN TO SENDER LOWN HOUSE RESTAURANT 410 E COLORADO BLVD SPEARFISH SD 57783-2769		
(The Complainant)	RETURN TO SENDER		home number and fax number below



The facts giving rise to my complaint:

In December, 1997 I switched my long distance carrier from AT&T to Firstel for telephone Number: 888-642-5663 and we including the proper paperwork (thru Firstel) in order that I could save on incoming and outgoing long distance bills (see copy of contract, attached). However, unknown to me at this time was that AT&T required a "release form", signed by myself authorizing Firstel to have the number "ported" from AT&T to Firstel, which I did sign and Firstel faxed to AT&T on over 3 occasions, but without action. And only in May did our Firstel representative finally get AT&T to acknowledge that there was very "minute" errors on the form they sent on the first three occasions, and that they would require another form (copies attached). I believed that since I was being billed from Firstel for my long distance (888-642-5663) that I was no longer connected with AT&T and paid Firstel for long distance charges. At this same time, I initiated a "page" on the internet to advertise the Lown House using the 888-642-5663 telephone number. Even though we did not have any business from the advertisement, I felt that this was usual for a Bed & Breakfast Restaurant as far as reservations are concerned. However, after several weeks with no calls for rooms, I just couldn't understand why everyone else in Spearfish was getting their rooms rented and I wasn't. And unfortunately, it was not until I was in New York state that I tried to call into the Lown House using the 888-642-5663 telephone number. We were informed by Firstel representative that there was a "scam" going on in the eastern part of the United States and that AT&T shut off this service because of this. Of course this was not the case and I feel that Firstel should have understood what the situation was and to better assist and advise us on exactly what the problem was, and how to rectify the situation. Firstel was still billing us and their Representative informed us that "he" was "our" representative for telephone service and that we should go through him for all business related to telephone service. This we

did and still we were not getting neither answers, nor renewed service on the AT&T line. I was not getting any more knowledgeable about these things. Even after it was discovered that the personnel from Firstel and AT&T regarding the situation and all the while the phone was disconnected I did not know why AT&T was even in the picture or why the telephone was disconnected. I had received the initial check for \$239.26. After repeated attempts to reach AT&T, the complete "run-around", I called my office and had my bookkeeper attempt to get personnel from Firstel and they finally discovered that we did, in fact, have an unreturned check sent to an old address/PO Box that we do not use for official business, that attorney My bookkeeper finally located that bill (which was sent to a mail box section used to be sent directly to my bookkeeper's office for payment action. I then instructed a check to AT&T for \$239.26 on the 8th of May, 1998 (copy attached). This check, however, wasn't posted to the AT&T account until the 12th of June, 1998 (copy attached). 17th of June and after many, many attempts to reach AT&T I to find out what the problem was with regard to "posting" the bill, I was instructed that there was still an outstanding balance of \$25.40 on the account. I made payment, in full, utilizing my credit card (copy attached). Still, I was told that AT&T had several reasons why the number couldn't be immediately "ported" and that they had up to 20 working days to actually activate the number and "port" it over to Firstel. All the time that this was going on, I was losing business at a \$350.00 per day rate. In reality, the only reason that AT&T even responded was because of SD Public Utilities Commission pressure; otherwise, I believe that AT&T would have stalled, even longer and I still would be without this advertised number. I offered that we were given the complete "run-around" and that AT&T utilized "stalling" tactics hoping that we would get tired of trying to get in contact with them so that we would just not do anything except continue with "status quo". I also believe that if AT&T utilized these types of business techniques here in South Dakota that someone should make them more "service oriented" to their customers. The only reason that I switched over in the first place was because AT&T's prices were simply to stiff for my business.

Reimburse the Lown House Restaurant and B&B for realistic business losses. The telephone was "disconnected" for a period of 60 days (May 12, 1998 until July 10, 1998). If I had full rental of my B&B (3 rooms @ \$85.00 per day and 1 room @ \$95.00 per day), my potential business earnings would have been in the neighborhood of \$21,000.00, not counting restaurant losses, nor bed & breakfast sales that I lost for the upcoming months because potential customers simply called or went somewhere else because the phone was disconnected. However, I believe that my realistic and potential business losses are in the \$ 8,000.00 to \$9,000.00 range, for which I am requesting payment from AT&T and FIRSTEL Communications.

VERIFICATION

Signature must be witnessed by a notary public.

Complainant's Signature

August 19, 1998
Date

State of South Dakota)
County of Lawrence) ss

On this 19th day of August, 1998, before me personally came and appeared John J. Grant, known to me to be the individual described herein and who executed the foregoing instrument, and who duly acknowledged to me that he/she executed same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Jo Ann Hanson
Signature of Notary Public

(SEAL)

My commission expires: May 28, 2001

0000014541

Account Number	Bill Date	Payment Due Date
019 936 5392 001	MAR 21, 1998	APR 21, 1998



AT&T

LOWN HOUSE RESTAURANT
745 N 5TH ST
SPEARFISH SD 57763-2048

REF # 605 642 5663

AT&T Service

For Customer Care: 1 800 524-2455

ACCOUNT STATUS

PREVIOUS BALANCE	\$214.06
PAYMENTS	\$0.00
ADJUSTMENTS	\$0.00
TOTAL CURRENT CHARGES	\$25.20

TOTAL AMOUNT DUE	\$239.26
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TOTAL DISCOUNTS

The Total Long Distance Discount
For Your Account Is **\$21.02**

*pd 5-8-98
Cutt 1043*

****** Important News About Your Account ******

Just For Your Business

The next edition of the AT&T Toll-Free National Directories will be printed in the spring. Make sure your customers know how to reach your business by updating your listing now. To add or change a listing, visit us on the web at www.tollfree.att.net. Or, call AT&T Toll-Free Directories at 1 800 562-2255.

Account Status

For your convenience, the Federal Tax ID Number in association with the Internal Revenue Service W9 form for AT&T Corporation is 13-4924710. Please be advised that since AT&T is classified as a corporation, the IRS does not require you to file a W-2 form for taxes paid directly to AT&T.

Your account is past due. If you have sent your payment, please disregard this notice.

See next page for more news!

**PLEASE MAKE CHECKS PAYABLE TO AT&T AND INCLUDE YOUR ACCOUNT NUMBER ON PAYMENT.
PLEASE MAKE SURE THAT THE AT&T P.O. BOX ADDRESS IS SHOWING THROUGH THE ENVELOPE WINDOW.**

261190 9262000 1002625554100

1. CREDIT CARD 10910 0008-0
2. 410330136 06-11-88 12171
410330136 6354 6354 18

06/12/98 82
02/01/99 0119
04/11/98
04-10/09/98-18-1

12219778

RECEIVED
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE
COMMUNICATIONS SECTION
WASHINGTON, D.C. 20535

LOWN'HOUSE RESTAURANT

J. J. GRANT
745 - 5TH ST. PH. 605-642-5663
SPEARFISH, SD 57783

1043

DATE 5-8-98

78-921/914

PAY
TO THE
ORDER OF

AT & T

\$ 239.26

Two-Hundred-Thirty-Nine Dollars & 26/100

DOLLARS



RUSHMORE
BANK & TRUST

Spearfish, SD 57783-0130

FOR 019-936-5392-001

0001043 09409212 1609001150

0000023926



AT&T
AT&T/RAM
PO BOX 944072
Maitland, FL 32794

015439 1 FP .295 W70 000836

LOWN HOUSE RESTAURANT
745 N 5 ST
SPEARFISH, SD
57783

June 17, 1998

RE: Account Number 0199365392001

Dear AT&T Customer,

Thank you for taking the time today to discuss your AT&T Model T. For your convenience, we are providing this letter to outline the payment schedule. The arrangement is as follows:

<u>Payment Amount</u>	<u>Payment Date</u>
\$25.40	06/16/98

If mailing payment, please write your account number 0199365392001 on your check or money order and mail by the date indicated above to:

AT&T
P.O. Box 27-680
Kansas City, MO 64180-0680

We appreciate your cooperation and attention to this matter. In the future, please mail all current charges upon receipt of each bill. If payment has already been made, please disregard this notice.

Following the arrangement will avoid further collection activity including possible referral to an outside collection agency.

If you find it necessary to contact our office, we can be reached at 1-800-452-2248.

Sincerely,

AT&T Model T

Q1A015439

b00022440

Account Number	Bill Date	Payment Due Date
019 936 5392 001	MAY 21, 1998	JUN 21, 1998



LOWN HOUSE RESTAURANT
745 N 5TH ST
SPEARFISH SD 57783-2048

REF # 605 642 5663

AT&T Service

For Customer Care: 1 800 524-2455

ACCOUNT STATUS

PREVIOUS BALANCE \$249.85
PAYMENTS \$0.00
ADJUSTMENTS \$0.00
TOTAL CURRENT CHARGES \$14.81

TOTAL DISCOUNTS

The Total Long Distance Discount For Your Account Is \$17.90

TOTAL AMOUNT DUE \$264.66

Paid \$239.26 on 5-8-98 #1043 25.40
Paid \$ 25.40 on 6-16-98 Credit Card
(Paid up to date)

AH. Beni 773-3201 Fax
773-3809
COV 854-8838

*** Important News About Your Account ***

Just For Your Business

What does 877 have in common with 800 and 888? 877 is the newest of the Toll-Free Exchanges, added as a result of the continued high demand for toll-free service. If you are interested in ordering toll-free service or want additional information, check out our website at www.att.com/tollfree/.

Did you know...if you currently access AT&T by dialing 10-ATT (288), please make note of the following change: Effective July 1, 1998, 10-ATT will be changing to 10-10-ATT due to FCC mandated changes.

For additional information on AT&T local toll service, check out our website at www.att.com.

See next page for more news!

PLEASE MAKE CHECKS PAYABLE TO AT&T AND INCLUDE YOUR ACCOUNT NUMBER ON PAYMENT.
PLEASE MAKE SURE THAT THE AT&T P.O. BOX ADDRESS IS SHOWING THROUGH THE ENVELOPE WINDOW.

TO ENSURE PROPER CREDIT, PLEASE DETACH THIS PORTION AND RETURN WITH REMITTANCE.

008742 2 AB .491 A35
LOWN HOUSE RESTAURANT
745 N 5TH ST
SPEARFISH SD 57783-2048



Account Number: 019 936 5392 001
Bill Date: MAY 21, 1998
Payment Due Date: JUN 21, 1998

Please send Payments to:
AT&T
P.O. BOX 27-680
KANSAS CITY, MO
64180-0680

Total Amount Due: \$264.66
Amount Enclosed: \$

Check here if name, address, or telephone number has changed. See reverse side.



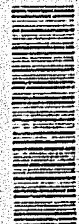
0199365392001056250000000264660000001481000000000005

Carnival Cruise Lines



GOLD CARD
CARDHOLDER SINCE 1994

ACCOUNT NUMBER	
4800 1255 9820 8113	
PAYMENT DUE DATE	NEW BALANCE TOTAL
07/21/98	\$4,322.94
TOTAL MINIMUM PAYMENT DUE	AMOUNT ENCLOSED
\$160.00	225.00
DETACH TOP PORTION AND RETURN WITH PAYMENT	



MBNA AMERICA
P.O. BOX 15137
WILMINGTON, DE 19886-5137

For account information call 1-800-626-2556
Print change of address or new telephone number below

Address

City _____ State _____ Zip _____

Home phone _____ Work phone _____

JOHN GRANT
127 WEST GRANT
SPEARFISH SD 57783-233027

19 00432294000160000004800125598208113

Account Number	Credit Line	Cash or Credit Available	Days in Billing Cycle	Closing Date	Total Minimum Payment Due	Payment Due Date
4800 1255 9820 8113	\$8,300.00	\$3,977.06	32	06/22/98	\$160.00	07/21/98

Posting Date	Transaction Date	Reference Number	Card Type	Category	Transactions	Charges	Credits (CR)
JUNE 1998 STATEMENT							

PURCHASES AND ADJUSTMENTS

06/16	06/15	0751	VS	C	ENTERPRISE RENTACAR NEWBURGH NY CAR RENT NO. D209528 CHECK OUT DATE 6/15/98	470.28	
06/18	06/17	1342	VS	C	AT&T CFS 0199365392001 800-452-2248 NJ ORDER NO. 0000004711378	25.40	
06/22	06/22	0000	VS	C	LATE CHARGE FOR PMT DUE 06/19	25.00	
TOTAL FOR BILLING CYCLE FROM 05/22/1998 THROUGH 06/22/1998						\$520.68	\$0.00

CRUISE CURRENCY

15 MONTHLY
217 AVAILABLE

IMPORTANT NEWS

IMPORTANT AMENDMENT TO YOUR ACCOUNT TERMS ENCLOSED.

PUTTING YOUR AVAILABLE CREDIT TO USE THIS SUMMER IS JUST A PHONE CALL AWAY.
REACH OUR BALANCE CONSOLIDATION SPECIALISTS ANYTIME AT 1-888-515-3308.

YOU ARE A VALUED CUSTOMER. WE WANT TO MAKE SURE YOU ARE AWARE THAT WE HAVE NOT
RECEIVED YOUR PAYMENT. PLEASE SEND THE AMOUNT DUE TODAY. IF IT HAS BEEN
MAILED, THANK YOU.

SUMMARY OF TRANSACTIONS

Previous Balance	(-) Payments and Credits	(+) Cash Advances	(+) Purchases and Adjustments	(+) Periodic Rate FINANCE CHARGE	(+) Transaction Fee FINANCE CHARGE	(=) New Balance Total	Past Due Amount	Current Payment	Total Minimum Payment	Due
\$3,736.55	\$0.00	\$0.00	\$520.68	\$65.71	\$0.00	\$4,322.94	\$74.00	\$86.00	\$160.00	

FINANCE CHARGE SCHEDULE

Category	Periodic Rate	Corresponding Annual Percentage Rate	Balance Subject to Finance Charge
Cash Advances			
A. BALANCE TRANSFERS, CHECKS 0.027123% DLY		9.90%	\$0.00
B. ATM, BANK 0.053150% DLY		19.40%	\$0.00
C. PURCHASES 0.053150% DLY		19.40%	\$3,863.57

FOR THIS BILLING PERIOD:
ANNUAL PERCENTAGE RATE 19.40%

(Includes Periodic Rate and Transaction Fee Finance Charges.)

FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY

- For up to the minute, automated balance, available credit, payments received, payment due, due date, payment address, and travel benefit information or to request balance transfers, PIN codes, check reorders, and duplicate statements, call 1-800-626-2556.
- To speak to one of our Customer Satisfaction representatives, call 1-800-421-2110.
- For TDD (Telecommunication Device for the Deaf) assistance, call 1-800-346-3178.
- Mail payments to: MBNA AMERICA, P.O. BOX 15137, WILMINGTON, DE 19886-5137.
- Billing rights are preserved only by written inquiry. Mail billing inquiries, using a copy of this form on the back, and all other account inquiries to: MBNA AMERICA, P.O. BOX 15026, WILMINGTON, DE 19850-5026.

2039 020 Y 272 1106 0702 00

4800 1255 9820 8113

PAGE 1 OF 1

PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION.



SUBSCRIPTION AGREEMENT

Firm Name: Lown House

Type of Business: ☐ Corporation ☐ Partnership ☒ Sole Proprietor

Service Address: 745 Sth St.

City: Spanish State: SD

Zip Code: 57783 County: Lawrence

Primary Phone Number: (605) 642-5663

Contact Person: John Grant Contact Phone: SAME

Billing Date: ☐ No Preference ☐ 1 ☒ 8 ☐ 15 ☐ 22

Billing Address, if different: same

Local Telephone Company: US West

Previous LD Provider: Outbound: FIRSTLINE
800#: AT + T

Send Customer Pack to: ☐ Consultant ☐ Customer (Include address if different than above)

CREDIT INFORMATION

Home Address: Current
Home Phone: () Current
Social Security Number: Current
Bank Name, Address & Acct #: Current
Federal ID #: Current

☐ OUTBOUND SERVICE

Pac Codes for Security Code: ☐ Yes ☐ No
Fax Code: ☐ Yes ☐ No/Fax PAC Code: ☐ Yes ☐ No
(If pac codes are requested, attach a billing code form)

Rate Plan: 10.5 - 3yr

Associate Member Affiliate: Excluded

Yes No
☐ Equal Access (1-700 Stickers needed ☐
☐ Summarization by: ☐ ANI or ☐ PAC
☐ Answer Supervision
☐ International Calling (If Yes box is not checked it will not be authorized)
☐ Telemanagement Reports (Option ☐
☐ Multi-Location Service
☐ Dialer - No. of Lines ☐ (Attach form)
☐ Existing Dialer?

OUTBOUND FEES

Activation Fee: \$50.00 ☐ Yes ☐ No
Monthly Service Fee: Outbound \$ 0
Dialer Fee: \$ 0

Print Name: John Grant

Title: Owner

Authorized Signature: X [Signature]

Consultant Signature: Burt J. Steffen

Consultant Number: 121

Date: 5-20 1998

Subject to Credit Approval by Firstline

WHITE - OFFICE COPY • YELLOW - CONSULTANT COPY • PINK - CUSTOMER COPY

OFFICE USE ONLY

Account # 1-32254

Code/800 #

Tax Exempt ☐ Federal ☐ State ☐ Local

Est. Outbound Monthly Usage \$

Est 800 Monthly Usage \$

☐ FIRSTLINE 800 SERVICE

Rate Plan: 10.5 - 3yr Call out on file

Associate Member Affiliate:

Number of 800 Numbers Ordered: NONE

Designated Local Phone Number (must be at actual location): (1) 605-642-5663
(2)

☐ Yes ☒ No Telemanagement Reports
(Option ☐
☐ Yes ☒ No Service Area Restrictions
(If yes, attach customer info sheet)

FIRSTLINE FEES

Activation Fee: \$25.00 ☐ Yes ☒ No
Monthly Service Fee: \$ NONE
Monthly Blocking Fee: \$5.00 ☐ Yes ☒ No

☐ TRAVEL SERVICE

Number of Cards:
PAC Codes: ☐ Yes ☐ No (If yes, attach pac code form)
Logo on Cards: ☐ Yes ☐ No (If yes, attach logo)
Names on Cards: ☐ Yes ☐ No (If yes, attach list)

SUBSCRIPTION AGREEMENT

TERMS OF SERVICE

1. FirstTel reserves the right to change access numbers and authorization, security and billing codes upon notice to Customer.
2. Service is provided for the sole use of Customer and Customer's authorized agents. Customer is responsible for the authorized and unauthorized usage of the service and for security of Customer's assigned access numbers and authorization, security and billing codes.
3. Customers will be billed monthly for all services including all applicable taxes and, in some cases, a monthly fee. Payment is due twenty (20) days from the statement date. Balances which remain unpaid thirty (30) days after the statement date are subject to the finance charges set forth below.
4. Customer agrees that the service will not be used for any unlawful purpose nor in any manner contrary to the policies of FirstTel. Service is subject to all of the terms and conditions of tariffs filed with the applicable state and federal authorities.
5. If Customer is not satisfied with long distance service during the first thirty (30) days of uninterrupted service, FirstTel will refund the entire activation fee. Activation fees shall be non-refundable after the initial thirty (30) day service period.
6. Cancellation of service by Customer must be in writing. Service will be cancelled thirty (30) days after receipt of such notice.
7. Initial and continued service is offered subject to the availability of necessary facilities and/or equipment. FirstTel is not responsible for busy signals or service problems due to insufficient Customer local service or Customer telephone equipment.
8. FirstTel reserves the right to cancel service upon notice to Customer for failure to make timely payment of amounts owed or for Customer violation of this Agreement. Cancellation will be made in compliance with applicable law and regulations and upon fifteen (15) days written notice to Customer unless some other period of time is allowed or necessitated by operation of law or court order.
9. FirstTel shall not be liable for any damages, including consequential or incidental damages, arising from any interruption, delay, error, or defects in transmission occurring in the course of furnishing service; nor for increased costs incurred by Customer if calls are routed over another carrier.
10. FirstTel reserves the right to change the rates, terms, or conditions of service after approval, where required, by applicable state and federal authorities and upon thirty (30) days notice to Customer unless some shorter period of time is necessitated by operation of law or court order.
11. Equal Access: If Equal Access is marked on the front of this agreement the Customer hereby appoints FirstTel as their long distance carrier and to act as the Customer's agent in all matters related to providing service. Customer understands that Customer is responsible for any line charges assessed by their local telephone company for installation/use of business lines and that there may be charges by Customer's local telephone company if Customer decides to choose another long distance company after service begins. Customer authorizes FirstTel to carry long distance traffic on the lines listed on the Network Access Information form.
12. Customer hereby authorizes FirstTel to review Customer's credit history prior to FirstTel's provision of either initial or continued services under this agreement. The Customer authorization given hereunder extends to a review by FirstTel of all pertinent credit services information including, but not limited to, information related specifically to the Customer's past purchase of utility services. All credit services information obtained regarding the Customer will be held in confidence by FirstTel and used only for purposes of determining the Customer's credit eligibility for FirstTel's services.

LATE PAYMENT INFORMATION

A finance charge of 1.5% per month (which is an annual percentage rate of 18%) will be added to any balance which remains unpaid 30 days after the statement date. The finance charge will be applied to the unpaid balance and will be collected.

A charge of \$15.00 will be applied to any check returned for non-sufficient funds, no signature, account closed or if payment is stopped.



Responsible Organization Change Authorization

Thank you for selecting Firstel to be your toll-free service provider.

By signing this Responsible Organization Change Authorization, you agree that Firstel is authorized to appoint _____ as the Responsible Organization and is authorized to convert your toll-free service provider to Firstel in accordance with the following:

1. Firstel will use your current toll-free number(s) listed below to provide you with Firstel(s) toll-free service as detailed in the Firstel long distance service order forms signed by you.
2. The conversion is dependent on the timely cooperation of your current toll-free service provider. Firstel will initiate your Firstel(s) toll-free service as close as practicable to your requested conversion date as shown below.

If you are also ordering outbound long distance service from Firstel; Firstel, as indicated below, will initiate the outbound service either in accordance with its standard delivery interval for such service, or as close as practicable to the date that you have requested Firstel to initiate toll-free service.

This Authorization is effective and binding upon the parties upon the date Firstel receives this Authorization signed by you unless you receive written notice from Firstel to the contrary within thirty (30) days of such date.

Agreed to by:

Company Name Lawn House Restaurant
Authorized Subscriber (Printed Name) John Grant Phone 605-642-5663
Title Owner
Signature [Signature] Date 5-20-98

Your full address 745 N. 5th St.
Spanish, SD 57783-2048
Your requested date for toll-free service ASAP
Your current toll-free service provider AT&T

Your current toll-free number(s)	Toll-Free routing number	Specify appropriate access type and extended coverage options
<u>1-888-642-5663</u>	<u>1-605-642-5663</u>	Switched <input type="checkbox"/> Dedicated <input type="checkbox"/> AK <input type="checkbox"/> HI <input type="checkbox"/> PR/VI <input type="checkbox"/> Canada <input type="checkbox"/>
		Switched <input type="checkbox"/> Dedicated <input type="checkbox"/> AK <input type="checkbox"/> HI <input type="checkbox"/> PR/VI <input type="checkbox"/> Canada <input type="checkbox"/>
		Switched <input type="checkbox"/> Dedicated <input type="checkbox"/> AK <input type="checkbox"/> HI <input type="checkbox"/> PR/VI <input type="checkbox"/> Canada <input type="checkbox"/>
		Switched <input type="checkbox"/> Dedicated <input type="checkbox"/> AK <input type="checkbox"/> HI <input type="checkbox"/> PR/VI <input type="checkbox"/> Canada <input type="checkbox"/>
		Switched <input type="checkbox"/> Dedicated <input type="checkbox"/> AK <input type="checkbox"/> HI <input type="checkbox"/> PR/VI <input type="checkbox"/> Canada <input type="checkbox"/>

Reseller ID: _____
Sales Rep#: 121
Current Account #: _____
RespOrg ID: _____

Contact: _____

Letter of Intent

Page 1 of 1

FIRSTEL

Customer Information

Company Loun House Restaurant

Address 745 N 5th St.

City Spanglish

State SD

Zip 57283-2048

Customer Contact Name John Grant

Title Owner

Contact Phone (605) 642-5663

800/888 Numbers to be Ported	Current 800/888 Number Carrier
<u>1-888-642-5663</u>	<u>AT & T</u>

Comments

Terms and Conditions

I designate _____ to provide 800/888 Service for the 800/888 number(s) listed above.

I designate _____ the Responsible Organization ("Resp Org") for each of the 800/888 numbers specified on the Enrollment Form as soon as such numbers become portable and I authorize _____ to arrange with my existing carrier ("Resp Org") for the transfer of each such number from the existing carrier to _____ at the time such numbers become portable.

I release any third party from liability for acting in accordance with these instructions.

Consultant Brent P. Steffen

Branch

5-20-98

Customer Authorized Signature [Signature]

Date



Responsible Organization Change Authorization

Thank you for selecting FirsTel to be your toll-free service provider.

By signing this Responsible Organization Change Authorization, you agree that FirsTel is authorized to appoint _____ as the Responsible Organization and is authorized to convert your toll-free service provider to FirsTel in accordance with the following:

1. FirsTel will use your current toll-free number(s) listed below to provide you with FirsTel(s) toll-free service as detailed in the FirsTel long distance service order forms signed by you.
2. The conversion is dependent on the timely cooperation of your current toll-free service provider. FirsTel will initiate your FirsTel(s) toll-free service as close as practicable to your requested conversion date as shown below.

If you are also ordering outbound long distance service from FirsTel; FirsTel, as indicated below, will initiate the outbound service either in accordance with its standard delivery interval for such service, or as close as practicable to the date that you have requested FirsTel to initiate toll-free service.

This Authorization is effective and binding upon the parties upon the date FirsTel receives this Authorization signed by you unless you receive written notice from FirsTel to the contrary within thirty (30) days of such date.

Agreed to by:

Company Name John Grant

Authorized Subscriber (Printed Name) John Grant Phone 605-642-5663

Title Owner

Signature [Signature] Date _____

Your full address _____

Spearfish, SD 57783

Your requested date for toll-free service ASAP

Your current toll-free service provider U.S. West

Your current toll-free number(s)	Toll-Free routing number	Specify appropriate access type and extended coverage options
<u>1-888-642-5663</u>	<u>605-642-5663</u>	Switched <input type="checkbox"/> Dedicated <input type="checkbox"/> AK <input type="checkbox"/> HI <input type="checkbox"/> PR/VI <input type="checkbox"/> Canada <input type="checkbox"/>
_____	_____	Switched <input type="checkbox"/> Dedicated <input type="checkbox"/> AK <input type="checkbox"/> HI <input type="checkbox"/> PR/VI <input type="checkbox"/> Canada <input type="checkbox"/>
_____	_____	Switched <input type="checkbox"/> Dedicated <input type="checkbox"/> AK <input type="checkbox"/> HI <input type="checkbox"/> PR/VI <input type="checkbox"/> Canada <input type="checkbox"/>
_____	_____	Switched <input type="checkbox"/> Dedicated <input type="checkbox"/> AK <input type="checkbox"/> HI <input type="checkbox"/> PR/VI <input type="checkbox"/> Canada <input type="checkbox"/>
_____	_____	Switched <input type="checkbox"/> Dedicated <input type="checkbox"/> AK <input type="checkbox"/> HI <input type="checkbox"/> PR/VI <input type="checkbox"/> Canada <input type="checkbox"/>

Reseller ID: _____
Sales Rep#: 121
Current Account #: _____
RespOrg ID: _____

Contact: _____



Letter of Intent

Page 1 of 1

FIRSTEL

Customer Information

Company

John Grant

Address

City

Spearfish

State

SD

Zip

57783

Customer Contact Name

John Grant

Title

Owner

Contact Phone

(605) 642-5663

800/888 Numbers to be Ported

Current 800/888 Number Carrier

<u>1-888-642-5663</u>	<u>U.S. West</u>

Comments

Terms and Conditions

I designate _____ to provide 800/888 Service for the 800/888 number(s) listed above.

I designate _____ the Responsible Organization ("Resp Org") for each of the 800/888 numbers specified on the Enrollment Form as soon as such numbers become portable and

I authorize _____ to arrange with my existing carrier ("Resp Org") for the transfer of each such number from the existing carrier to _____ at the time such numbers become portable.

I release any third party from liability for acting in accordance with these instructions.

Consultant

Brent P. Steffen

Branch

Customer Authorized Signature

Date

South Dakota Public Utilities Commission

WEEKLY FILINGS

For the Period of August 27, 1998 through September 3, 1998

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 filing. Phone: 605-773-3705. Fax: 605-773-3809.

MISCELLANEOUS

MS98-001 In the Matter of the Request for a Survey on Utilities' Year 2000 Readiness

The Commission voted to open this docket to determine the status of South Dakota utilities' efforts towards mitigating the potential problems posed by the Year 2000 computer problem. A survey was sent to all utility companies and other interested persons and entities on August 28, 1998. Responses to the survey are due no later than October 1, 1998

Staff Attorney: Karen Cremer

Staff Analyst: Martin Bettmann

Order Opening Docket was signed on 8/26/98

Responses Due: Not later than 10/01/98

NATURAL GAS

NG98-007 In the Matter of the Filing by MidAmerican Energy Company for Approval of Petition for Extension of Test Period

On August 27, 1998, the Commission received a Petition for Extension of Test Period from MidAmerican Energy Company (Mid American) as it relates to its natural gas service in South Dakota. ARSD 20:10:13:44 requires the use of a test period consisting of 12 months of actual experience ending no earlier than 6 months before the date of filing unless good cause for extension is shown. MidAmerican is contemplating filing a natural gas rate case in November 1998 and respectfully requests the Commission to authorize the use of a calendar year 1997 test period for its possible general rate increase in natural gas rates.

Staff Attorney: Camron Hoseck

Staff Analyst: Bob Knadle

Date Filed: 08/27/98

Intervention Deadline: N/A

NG98-008 In the Matter of the Filing by Northwestern Public Service Company for Approval of Tariff Revisions

Application by Northwestern Public Service Company to update the fuel retention percentage pursuant to its Gas Transportation Tariff General Terms and Conditions. Northwestern Public Service company proposes to update the Gas Transportation fuel retention percentage effective October 1, 1998 based on the actual percentage incurred for the 12 month period ended July 1, 1998.

TC98-150 In the Matter of the Joint Application of Valley Telephone Company and Park Region Mutual Telephone Company Regarding the Sale of Valley Telephone Company Stock to Park Region Mutual Telephone Company

Park Region Mutual Telephone Company proposes to purchase and Valley Telephone Company proposes to sell the stock of Valley Telephone Company in this joint application. Valley Telephone Company currently serves approximately 180 access lines in West Browns Valley, South Dakota as well as approximately 636 access lines in Browns Valley, Minnesota. Park Region Mutual Telephone Company is an independent telephone company serving six exchanges with approximately 4,100 access lines in Otter Tail County, Minnesota.

Staff Attorney: Karen Cremer
Staff Analyst: Dave Jacobson
Date Filed: 09/03/98
Intervention Deadline: 09/18/98

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



Jerry R. Campbell
Complaint Bureau Manager
Law & Government Affairs - Western Region

Room 14-34
1875 Lawrence Street
Denver, CO 80202

VIA FACSIMILE

September 21, 1998

Ms. Karen Cramer
Staff Attorney
South Dakota Public Utilities Commission
500 East Capitol
Pierre, SD 5701-5070

Re: Lown House Restaurant Toll-Free Number Complaint
Docket No. TC98-149

Dear Karen:

The above referenced complaint is scheduled for a probable cause determination at the Commission's September 23rd meeting. On Friday, September 18th, I spoke with Leni Healy about the complaint and informed her that our initial investigation has found that the services provided to the customer are provided for under FCC Tariff No. 1 and are, therefore, not within the jurisdiction of the commission. Leni requested that I send the appropriate FCC Tariff No. 1 pages which cover the customer's services. She also suggested that I forward such pages to your attention since she will be out of the office this week.

Per her request, I have attached two pages from section 2.3 of FCC Tariff No. 1 which sets forth AT&T's liability with regard to provisioning of service. I have also attached six pages from section 6.13.4 of FCC Tariff No. 1 which describes the service provided. Specifically, the customer was receiving AT&T CustomNet - Option S (Option VI) services. While this service offering does include both outbound and inbound calling, customer was only receiving the inbound (toll-free) portion. Also, this particular service requires no monthly revenue or term commitments.

I will be joining the commission's meeting via conference call to provide any necessary assistance. Should you have any questions about the attached information, please feel free to give me a call.

Sincerely,

Jerry R. Campbell

Ph: (303) 298-6737
Fax: (303) 298-6112
E-mail: jerryrcampbell@att.com

AT&T COMMUNICATIONS
 Adm. Rates and Tariffs
 Bridgewater, NJ 08807
 Issued: November 22, 1994

TARIFF P.C.C. NO. 1
 7th Revised Page 23
 Cancels 6th Revised Page 23
 Effective: December 6, 1994

2.3. RESPONSIBILITIES OF THE COMPANY

2.3.1. Liability

A. The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of LDMTS, and subject to the provisions of B. through C. following, the Company's liability, if any, shall not exceed an amount equal to the initial period charge provided for under this tariff for the LDMTS call for the period during which the call was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this tariff as a credit allowance (see Credit Allowances for Interruptions, page 29).

B. The Company is not liable for damages associated with service, channels, or equipment which it does not furnish.

C. The Company is not liable for damages to a premises resulting from the furnishing of LDMTS, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.

D. The Company shall be indemnified, defended, and held harmless by the Customer and User against all claims, losses, or damages arising from the use of LDMTS furnished pursuant to this tariff, involving:

1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;

2. Claims for patent infringement arising from combining or using LDMTS furnished by the Company in connection with facilities or equipment furnished by others; or

3. All other claims arising out of any act or omission of others relating to LDMTS provided pursuant to this tariff.

E. The Company does not guarantee or make any warranty with respect to LDMTS when used in an explosive atmosphere. The Company shall be indemnified, defended, and held harmless by the Customer and User against all claims, losses or damages by any person relating to LDMTS provided pursuant to this tariff when used in an explosive atmosphere.

AT&T COMMUNICATIONS
Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: April 26, 1994

TARIFF F.C.C. NO. 1
2nd Revised Page 24
Cancels 1st Revised Page 24
Effective: April 27, 1994

2.3.1. Liability (continued)

F. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the Customer and User against claims of patent infringement arising solely from the use by the Customer or User of LDMS offered under this tariff and will indemnify such Customer or User for any damages awarded based solely on such claims.

G. The Company's failure to provide or maintain service under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God, and other circumstances beyond the Company's reasonable control, subject to the Credit Allowances for Interruptions provisions of this tariff.

Issued on not less than one day's notice under authority of Special Permission No. 93-672

Printed in U.S.A.

AT&T COMMUNICATIONS
Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: September 3, 1997

TARIFF F.C.C. NO. 1
13th Revised Page 178.65.43.1
Cancels 12th Revised Page 178.65.43.1
Effective: September 4, 1997

6.13.4. AT&T CustomNet Service - Option S

A. General - AT&T CustomNet Service - Option S permits Customers to select the usage rate schedules and optional Term Plans specified in Sections 6.13.4.C. and D., following, for their AT&T CustomNet Service outbound and/or inbound calling in lieu of the usage rate schedules, Term Plans and Flex Plans specified in Section 6.13.1., preceding. Option S does not include certain features, as specified below, that are offered under the basic AT&T CustomNet Service. The Option S domestic usage rate schedules provide distinct Peak/Off-Peak, Postalized usage rates associated with specified Gross Monthly Minimum Revenue Commitments, as selected by the Customer. Option S Term Plan discounts are provided in return for 12-month, 24-month or 36-month term commitments from the Customer.

The Option S Customer must subscribe to a Gross Monthly Minimum Revenue Commitment under Option I, Option II, Option III, Option IV, Option V, Option VI, or Option VII specified in Section 6.13.4.B., following.

The AT&T CustomNet Service features not available with Option S are: the NPA Discount, specified in Section 6.13.1.B.5. preceding; the Volume Discount, specified in Section 6.13.1.B.6. preceding; the Service Term Plan, specified in Section 6.13.1.B.7. preceding; the usage rate schedules associated with the Inward Calling Option, specified in Section 6.13.1.B.8. preceding; the Location-to-Location Discount Plan, specified in Section 6.13.1.B.9. preceding; AT&T CustomNet Service Flex Plan, specified in Section 6.13.1.B.10. preceding; the AT&T CustomNet International Optimizer, specified in Section 6.13.2. preceding; the AT&T CustomNet FAX Option, specified in Section 6.13.3. preceding; AT&T NetPROTECT Advanced, NetPROTECT Premium and NetPROTECT PLUS Services specified in Section 5.7., Section 5.8. and Section 5.9., preceding; the MAXIMUM ADVANTAGE Promotion, specified in Section 8.1.1.432., following; AT&T Partners In Business Program specified in AT&T Tariff F.C.C. No. 2, Section 3.3.4.; Vertical Features specified in AT&T Tariff F.C.C. No. 2, Section 3.3.2.L.; and AT&T CustomNet Geographical Restriction Feature specified in Section 6.13.1.B.11. preceding.

All other tariff rates and regulations applicable to AT&T CustomNet Service also apply to Option S, except that Option S is not available to Service Type 2 Locations and the Monthly Charge specified in Section 6.13.1.B.2. preceding does not apply to Customers subscribing to Option S. In addition, the Uninterrupted Service Guarantee and Uninterrupted Service Guarantee II as specified in AT&T Tariff F.C.C. No. 2, Sections 2.6.5. and 2.6.7. will apply 30 minutes after AT&T confirms that the options described in Sections 2.6.5. and 2.6.7. are available, except as noted below and except for Option VII. The Uninterrupted Service Guarantee and the Uninterrupted Service Guarantee II specified in AT&T Tariff F.C.C. No. 2 are not available to Option Option VII Customers.

* For those Customers subscribed to or who have on order, the AT&T CustomNet Service - Option S prior to January 30, 1995, the Uninterrupted Service Guarantee and Uninterrupted Service Guarantee II, as specified in AT&T Tariff F.C.C. No. 2, Sections 2.6.5. and 2.6.7., will apply. For Customers who subscribe to AT&T CustomNet Service - Option S, (excluding Option VII), after January 29, 1995 the Uninterrupted Service Guarantee and Uninterrupted Service Guarantee II as specified in AT&T Tariff F.C.C. No. 2, Sections 2.6.5. and 2.6.7. will apply 30 minutes after AT&T confirms that the options described in Sections 2.6.5. and 2.6.7. are available. Customers subscribed to, or who order an AT&T Contract Tariff that includes the availability of AT&T CustomNet Service Option S, (excluding Option VII), will continue to have the Uninterrupted Service Guarantee and Uninterrupted Service Guarantee II, as specified in AT&T Tariff F.C.C. No. 2, Sections 2.6.5. and 2.6.7. available until the end of their current Contract Tariff term.

Printed in U.S.A.

AT&T COMMUNICATIONS
Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: May 3, 1996

TARIFF F.C.C. NO. 1
14th Revised Page 178.65.43.2
Cancels 13th Revised Page 178.65.43.2
Effective: May 6, 1996

6.13.4. AT&T CustomNet Service - Option S (continued)

Option VI - The Monthly Charges and Volume Discount specified in Section 6.13.4.C.4. following apply to Customers who subscribe to Option VI. In addition, Customers who subscribe to Option VI: (1) are not eligible for any tariffed Guarantees applicable to Option S; (2) are not eligible to subscribe to the Option S Term Plan specified in 6.13.4.D. following; and (3) may not exceed ten locations served by AT&T CustomNet Service - Option S, Option VI. All locations in excess of ten will be billed the applicable rates for Option I and are not eligible to receive the Option VI Volume Discount specified in 6.13.4.C.4. following and are not eligible to receive the Promotional benefits specified in 8.1.1.825 following.

Option VII* - The Monthly Charges specified in Section 6.13.4.C.5. Sx following apply to Customers who subscribe to Option VII. In addition, Customers who subscribe to Option VII: (1) are eligible only for the Promotional benefits specified in 8.1.1.927 or 8.1.1.928 following; (2) are not eligible for any other current promotions applicable to Option S and are not eligible for any future promotion(s) that may be applicable to Option S unless the promotion explicitly states that it applies to Option VII; (3) are not eligible for any tariffed Guarantees applicable to Option S; (4) are not eligible to subscribe to the Option S Term Plan specified in 6.13.4.D. following; and (5) may not exceed ten locations served by AT&T CustomNet Service - Option S, Option VII. All locations in excess of ten will be billed the applicable rates for Option I and are not eligible to receive the Option VII Volume Discount specified in 6.13.4.C.5. following and are not eligible to receive the Promotional benefits specified in 8.1.1.927 and 8.1.1.928 following; (6) are not eligible to subscribe to the AT&T Advanced 800 Service Features specified in AT&T Tariff F.C.C. No. 2; (7) may not subscribe to Option VII for use in conjunction with AT&T CustomNet Service - Option S provided under AT&T Contract Tariff unless the AT&T Contract Tariff explicitly states that it applies to Option VII; (8) are subject to the Late Payment Charge specified in 6.13.4.b.5 following; (9) are not eligible to subscribe to the Mandatory and Validated Account Codes Option specified in 6.24 following; (10) are not eligible to receive an AT&T CIID/891 Calling Card with a Personal Choice Card Number.

A request for maintenance may be submitted to AT&T only from 8AM to 5PM, Monday through Friday, excluding Federally observed holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day, which fall on a weekday Monday through Friday. Maintenance activities will normally be started by AT&T before 5PM on the same day the request is received and AT&T will continue activities after 5PM when necessary to complete such requested maintenance.

* Option VII is not available to new Customers who do not have Option VII on order by May 5, 1996. AT&T Contract Tariffs in effect, or pending, on May 5, 1996, which include the availability of Option VII are not affected by this provision. Option VII benefits do not extend beyond the current term of the Contract Tariff unless otherwise provided herein. Cy Sx

1 Material filed under Transmittal No. 9919 is scheduled to become effective on May 5, 1996.
2 Issued on not less than one day's notice under authority of Special Permission No. 78-0458.

AT&T COMMUNICATIONS
Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: October 29, 1996

TARIFF F.C.C. NO. 1
2nd Revised Page 178.65.43.2.1
Cancels 1st Revised Page 178.65.43.2.1
Effective: October 30, 1996

6.13.4. AT&T CustomNet Service - Option S (continued)

B. Minimum Monthly Revenue Commitment - The Gross Monthly Minimum Revenue Commitment (GMMRC) applies as specified under Option I, Option II, Option III, Option IV, Option V and Option VI below. Usage rate schedules associated with the specific Option subscribed to by the Customer apply as specified in Section 6.13.4.C.1., following.

Gross Monthly Minimum Revenue Commitment

Option I	\$200.00 per monthly billing period
Option II	\$1,000.00 per monthly billing period
Option III	\$5,000.00 per monthly billing period
Option IV	\$3,000.00 per monthly billing period
Option V	\$7,000.00 per monthly billing period
Option VI	\$0.00 per monthly billing period
Option VII	\$0.00 per monthly billing period

The GMMRC is based on gross monthly usage charges (prior to the application of AT&T CustomNet/ACAP and AICAP discounts) for eligible calls billed to the Customer's Option S Main Billed Account. Except as specifically excluded below, eligible calls are: intrastate, interstate and international Dial Station calls; Customer Dialed AT&T CIID/891 Calling Card calls and inward calls billed to the Customer's Option S Main Billed Account. Service charges associated with Customer Dialed AT&T CIID/891 Calling Card calls are included as eligible charges under Option S. Charges for eligible calls are used in determining if the Customer's gross monthly usage charges meet or exceed the GMMRC subscribed to by the Customer.

Charges for the following types of calls are not included in determining the Customer's Option S monthly usage charges: Operator Handled calls; Directory Assistance calls; calls completed using AT&T Directory LINK Service; Special Service Codes 500, 700 and 900 calls; 976 calls; Conference Services Calls; cellular access calls; calls to the Atlantic, Pacific and Indian Ocean Regions via AT&T Maritime Mobile Service.

1. Seasonality Provision - If the GMMRC is not met for one or more billing periods, the Customer is subject to payment of a Shortfall Charge. In determining if a Shortfall Charge applies, the Customer's gross monthly usage charges will be averaged over a consecutive 12 full month billing period beginning with the Customer's first full months billing for Option S and each consecutive 12 full month billing period thereafter. If the Customer's average monthly billing is less than the GMMRC, the Customer will be billed a Shortfall Charge equal to the difference between the GMMRC and the average monthly billed usage charges, times 12. If the Customer discontinues service prior to the completion of the 12 consecutive full billing months, the Customer's gross monthly usage charges will be averaged over the actual number of full billing months that Option S was furnished to the Customer. If the Customer's average monthly billing is less than the GMMRC, the Customer will be billed a Shortfall Charge equal to the difference between the GMMRC and the average monthly billed usage charges times the actual number of months that Option S was furnished to the Customer.

AT&T COMMUNICATIONS
Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: October 10, 1997

TARIFF F.C.C. NO. 1
11th Revised Page 178.65.43.3
Cancels 10th Revised Page 178.65.43.3
Effective: October 11, 1997

6.13.4. AT&T CustomNet Service - Option S (continued)

C. Rates and Charges

1. Domestic Charges and Canada Inward Calling Charges - The following rates and charges apply to:

(a) Domestic Dial Station Calls - Calls from locations of the Customer in the Mainland or Hawaii to stations throughout the United States, Guam, CNMI, Puerto Rico and the U.S. Virgin Islands. C

(b) Customer Dialed AT&T CIID/891 Calling Card Domestic Calls - Calls between stations throughout the United States, Guam, CNMI (except for calls from Alaska) and from Puerto Rico and the U.S. Virgin Islands that are billed to the Customer's Option S Main Billed Account in the Mainland or Hawaii. Service Charges apply as specified in Section 6.13.4.C.3., following.

* (c) Inward Calling - Calls from stations located within the United States, Guam, CNMI, Puerto Rico, the U.S. Virgin Islands and Canada to locations of the Customer in the Mainland and Hawaii. Inward calls from stations outside of such areas will be blocked. All tariff terms, regulations and charges specified for Inward Calling under the Inward Calling Option (Section 6.13.1.B.1.8.) also apply to Option S Inward calling, except for the Inward Calling usage charges and the Monthly Service Charge and except that the AT&T Advanced 800 Service Features specified in AT&T Tariff F.C.C. No. 2, are not available to Customers subscribed to Option VII. The Monthly Service Charge is \$10.00 for Option S Inward Calling per routing arrangement, except as specified in Sections 6.13.4.C.4. following.

Printed in U.S.A.

AT&T COMMUNICATIONS
Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: January 23, 1998

TARIFF F.C.C. NO. 1
15th Revised Page 178.65.43.4
Cancels 14th Revised Page 178.65.43.4
Effective: January 24, 1998

6.13.4.C.1. (d) Option I through Option VII Usage Charges

(d) Option I through Option VII Usage Charges - Calls are charged at a 30 second minimum per call. Usage over the initial 30 seconds will be charged per 6 second increments or fraction thereof per call. Peak Period rates apply Monday through Friday, from 8am to, but not including, 5pm. Off-Peak Period rates apply for all other hours not included within the Peak Period.

	Mileage	Per Minute Rates		
		Peak Period	Off-Peak Period	
Option I**				N
Dial Station Calls	All	\$.2880	\$.2220	
Calling Card Calls	All	\$.3600	\$.2940	
Inward Calls	All	\$.3300	\$.2640	
- Canada Inward Calls	All	\$.9420	\$.9420	
Option II**				N
Dial Station Calls	All	\$.2760	\$.2220	
Calling Card Calls	All	\$.3540	\$.2880	
Inward Calls	All	\$.3180	\$.2580	
- Canada Inward Calls	All	\$.9420	\$.9420	
Option III**				N
Dial Station Calls	All	\$.2700	\$.2100	
Calling Card Calls	All	\$.3480	\$.2820	
Inward Calls	All	\$.3060	\$.2460	
- Canada Inward Calls	All	\$.9420	\$.9420	
Option IV**				N
Dial Station Calls	All	\$.2760	\$.2220	
Calling Card Calls	All	\$.3540	\$.2880	
Inward Calls	All	\$.3180	\$.2580	
- Canada Inward Calls	All	\$.9420	\$.9420	
Option V**				N
Dial Station Calls	All	\$.2700	\$.2100	
Calling Card Calls	All	\$.3480	\$.2820	
Inward Calls	All	\$.3060	\$.2460	
- Canada Inward Calls	All	\$.9420	\$.9420	
Option VI				
Dial Station Calls	All	\$.2650	\$.2650	
Calling Card Calls	All	\$.3050	\$.3050	
Inward Calls	All	\$.3230	\$.3230	
- Canada Inward Calls	All	\$.9250	\$.9250	
Option VII*				
Dial Station Calls	All	\$.2880	\$.2220	
Calling Card Calls	All	\$.3600	\$.2940	
Inward Calls	All	\$.3300	\$.2640	
- Canada Inward Calls	All	\$.9420	\$.9420	

* Option VII is not available to new Customers who do not have Option VII on order by May 5, 1996. AT&T Contract Tariffs in effect, or pending, on May 5, 1996, which include the availability of Option VII are not affected by this provision. Option VII benefits do not extend beyond the current term of the Contract Tariff unless otherwise provided herein.

** Options I, II, III, IV, and V are not available to new Customers who do not have these Options on order by January 24, 1998. AT&T Contract Tariffs in effect, or pending, on January 24, 1998, which include the availability of these Options are not affected by this provision. Option I, II, III, IV, and V benefits do not extend beyond the current term of the Contract Tariff unless otherwise provided herein.

AT&T COMMUNICATIONS

Adm. Rates and Tariffs

Bridgewater, NJ 08807

Issued: June 27, 1997

TARIFF F.C.C. NO. 1

6th Revised Page 178.65.43.15

Cancels 5th Revised Page 178.65.43.15

Effective: June 30, 1997

6.13.4.C Rates and Charges (continued)

3. Service Charge - A Service Charge is applicable to Customer Dialed AT&T CIID/891 Calling Card calls. This charge is in addition to the usage charges applicable to a call.

- From stations in the Mainland, Guam, CNMI or Hawaii to stations C throughout the United States, Puerto Rico, the U.S. Virgin Islands, Canada or Mexico.

<u>Domestic, Canada and Mexico Customer Dialed AT&T CIID/891 Calling Card Calls</u>	<u>Service Charge</u>
Customer Dialed/Automated	\$.95
Customer Dialed and Operated Assisted	\$.95
Customer Dialed-Operator must Assist	\$.95

- To/from locations in the Mainland, Guam, CNMI or Hawaii and Overseas C Countries/Areas specified in Section 6.13.4.C.2., preceding.

<u>Overseas Country/Area AT&T CIID/891 Calling Card Calls</u>	<u>Service Charge</u>
Customer Dialed/Automated	\$2.15
Customer Dialed and Operated Assisted	\$2.65
Customer Dialed-Operator must Assist	\$2.65

4. Option VI - Monthly Charges and Volume Discount

(a) Monthly Charges - Monthly charges are applicable to Option VI as specified below.

A monthly charge of \$5.00 applies per Option VI Main Billed Account. A credit of \$5.00 will be applied to the Customer's bill each month in which the Option VI eligible gross monthly usage charges billed to the Customer's Main Billed Account equal or exceed \$5.00 for that billing month.

A monthly charge of \$5.00 applies for Option VI Inward Calling per routing arrangement in lieu of the Inward Calling Monthly Service Charge specified in Section 6.13.4.C. (c) preceding.

(b) Volume Discount - A volume discount applies to Option VI as specified below.

The Customer will receive a 30% discount based on the Option VI eligible gross monthly usage charges each billing month in which the Customer's Option VI eligible gross monthly usage charges equal or exceed \$25.00. The discount is not applied on an incremental basis, the same percent discount will be applied to every dollar of eligible usage, except that no discount will apply to monthly amounts above \$6000.



Jerry R. Campbell
Complaint Bureau Manager
Law & Government Affairs - Western Region

Room 14-34
1875 Lawrence Street
Denver, CO 80202

VIA OVERNIGHT MAIL

September 29, 1998

Mr. William Bullard, Jr.
Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501

RECEIVED

SEP 30 1998

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Re: Lown House Restaurant Toll-Free Number Complaint
888-642-5663
Docket No. TC98-149

Dear Mr. Bullard:

Per the Commission's request on its September 23rd conference call, I am enclosing the attached material in response to the above mentioned complaint.

Should you or the Commission have any questions about the attached information, please feel free to give me a call.

Sincerely,

A handwritten signature in cursive script that reads "Jerry R. Campbell".

Fm: (303) 298-6737

Fax: (303) 298-6112

E-mail: jerrycampbell@att.com



Jerry R. Campbell
Complaint Bureau Manager
Law & Government Affairs - Western Region

Room 14-34
1875 Lawrence Street
Denver, CO 80202

September 29, 1998

Mr. Jim Burg
Ms. Pam Nelson
Ms. Laska Schoenfelder
Commissioners
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501-5070

Re: Lown House Restaurant Toll-Free Number Complaint
888-642-5663
Docket No. TC98-149

Dear Commissioners:

Per the Commission's request on the September 23rd conference call, I am enclosing copies of the following:

- Tab No. 1 - Summary of AT&T's position;
- Tab No. 2 - Detailed chronology of events surrounding the complaint according to AT&T records;
- Tab No. 3 - transcript of an outbound telemarketing call made to customer on 12/5/97 authorizing AT&T to provide service for the above referenced toll-free number;
- Tab No. 4 - Responsible Organization (Resp Org) paperwork received from FirsTel/MCI;
- Tab No. 5 - templates of system generated collection and payment arrangement letters sent to customer;
- Tab No. 6 - First page of March 21, 1998 AT&T bill and FirsTel Subscription Agreement submitted by customer in formal complaint documentation;
- Tab No. 7 - Customer's AT&T bills for the months of 12/97 through 7/98;
- Tab No. 8 - FCC Tariff No. 1 pages regarding AT&T's liability and its CustomNet - Option S (Option VI) service offering;
- Tab No. 9 - South Dakota Custom Service Network Tariff pages regarding AT&T's liability and its CustomNet - Option S (Option VI) service offering; and
- Tab No. 10 - South Dakota Customer Service Network Tariff page regarding pricing of AT&T's CustomNet - Option S (Option VI) service offering.

Should you have any questions about the attached information, please feel free to give me a call.

Sincerely,

Ph: (303) 298-6737
Fax: (303) 298-6112
E-mail: jerrycampbell@att.com

cc: Amy Ibis - FirsTel
John Grant - Lown House Restaurant

Lown House Restaurant Toll-Free Number Complaint
888-642-5663
Docket No. TC98-149

Summary of AT&T's Position

AT&T believes that the information provided to the Commission in this packet demonstrates that AT&T acted appropriately in its dealing with Lown House Restaurant and the Commission should dismiss this complaint. Even if the Commission decides to pursue this matter further, its jurisdiction over this matter is limited, as the percentage of in-state calls to the customer's toll-free number is very small. The following is a summary of the results of our investigation as well as a statement of our interpretation of applicable tariffs.

Summary of AT&T's Investigation

1) Lown House Restaurant ("Customer") contends that in December of 1997 it switched its toll-free service for the above referenced telephone number from AT&T to FirsTel.

Our research shows that Customer's 888-642-5663 toll-free number was re-established with AT&T in December of 1997 and not with FirsTel. See the enclosed transcript of the December 5, 1997 call (Tab No. 3).

2) Customer further contends that AT&T required a "release form" in order to port its toll-free number to FirsTel and that such information was sent to AT&T on at least three occasions without action.

Every toll-free number provider is, or should be, aware that the completion of a new Responsible Organization (Resp Org) Letter of Authorization is not only mandated by the FCC but is also the responsibility of the carrier requesting the "porting" and not the responsibility of the carrier currently holding a customer's toll-free number. In addition, toll-free number providers are, or should be, aware that, because of security, privacy and liability issues, the information required on a new Resp Org Letter of Authorization must match exactly the information held by the currently authorized carrier. Adherence to this standard helps protect the customer against toll-free number slamming. While AT&T has no specific evidence concerning the Customer's contention that Resp Org paperwork was sent to AT&T on three separate occasions, it is possible that such paperwork may have been rejected by AT&T because of inaccuracies. However, a second and larger issue remains. Even if such paperwork was sent as Customer claims and even if it were completely accurate, AT&T still would not have released Customer's number due to the outstanding balance on its account. AT&T records indicate that Resp Org paperwork had an effective date of June 8, 1998. See attached copies of Resp Org paperwork received from FirsTel/MCI (Tab No. 4).

3) Customer further contends that it did not know why its service was disconnected on May 12, 1998.

AT&T, in both conversations with and letters to Customer, advised that Customer's account was past due and that service restriction would ensue unless the account was brought up to date. AT&T sent a system-generated collection letter to Customer on March 2, 1998 and made direct attempts to contact Customer via phone on March 3, 1998.

and March 6, 1998, leaving messages on both occasions. Customer, during a return call to AT&T on March 6, 1998, agreed to bring the account current by April 3, 1998. A system-generated payment arrangement confirmation letter was then sent to Customer on March 9, 1998. See enclosed template copies of the collection and payment arrangement confirmation letters (Tab No. 5). Template copies are provided because an actual copy is unavailable. These letters are generated by AT&T's systems when an account approaches being 90 days past due. Information (name, address, account number, past due amount, date, etc.) is pulled from a customer's account record and inserted into specific fields in the template letter. Once the letter is generated, a notation appears on the customer's account. Due to storage constraints, AT&T does not retain actual copies of the original letters which have been mailed to the customer.

- 4) Customer further contends that AT&T was sending invoices to an old address/P.O. box which was not used for official business and this may have resulted in Customer's account having an outstanding balance, as well as the subsequent service restriction.

AT&T sent invoices to the address provided by Customer during the initial telemarketing solicitation/authorization. This address is the physical location of the Customer's business. In addition, AT&T provided Customer with outstanding balance totals during telephone conversations held on March 6, 1998. During such conversations, Customer made a promise to pay the outstanding balance by April 3, 1998. Customer later broke this arrangement as payment was not received by the agreed-upon date. During the March 6, 1998 conversation, Customer did request a change of billing address to 127 W. Grant Street in Spearfish. The AT&T representative who took Customer's request entered the change in AT&T's systems, however, for unknown reasons, AT&T systems did not process the address change. AT&T believes such error is immaterial to Customer's complaint for two reasons. First, documentation provided to the Commission by Customer in its formal complaint shows that, as of March of 1998, information sent by AT&T to Customer at the 745 N. 5th Street address originally provided was being received (Customer provided the Commission with a photocopy of the first page of its March 21, 1998 AT&T bill). Second, in this same documentation provided to the Commission, Customer utilizes the same 745 N. 5th Street address for billing purposes in its Subscription Agreement with FirsTel. See attached copies of the first page of Customer's March 21, 1998 bill and FirsTel Subscription Agreement (Tab No. 6).

- 5) Customer makes numerous claims that AT&T utilized "stalling" tactics in an effort to maintain the "status quo".

AT&T acted in a lawful and an appropriate manner in its attempts to receive payment for services it rendered to Customer. AT&T gave Customer several opportunities to bring its account balance current prior to disconnecting its service. AT&T immediately released Customer's toll-free number once its account was brought current.

- 6) Customer's claim for lost business revenues alludes to the belief that service restriction was in place for a longer period than was actually the case.

Customer's service was initially restricted on May 12, 1998. Service was restored on or about June 12, 1998 with receipt of Customer's payment for \$239.26 on June 11, 1998. See attached copies of Customer's AT&T bills for the period of December, 1997 through July, 1998, which show continued usage up through May 12, 1998 (Tab No. 7). AT&T was and continues to be unaware of any other toll-free number that the Customer may

have had with any other carrier, as was discussed during the September 23rd conference call. Furthermore, AT&T has no knowledge of any specific conversations and/or relationships between Customer and FirstTel.

Jurisdiction/Tariffs

Based on our records, it is AT&T's position that it has not committed any unlawful or unreasonable act, rate, practice or omission in this matter and the Commission should dismiss Customer's complaint against AT&T. If the Commission determines that cause has been shown to open this matter as a formal complaint, the Commission has proper jurisdiction over the intrastate portion of the Customer's toll-free service, but not over the interstate portion. The AT&T service provided to Lown House Restaurant that consisted of calls made to the Customer's toll-free number from outside of South Dakota was provided pursuant to the terms of FCC Tariff No. 1 and is within the jurisdiction of the Federal Communications Commission. The relevant provisions of that tariff are enclosed at Tab No. 8. Any complaint that Lown House Restaurant has with respect to the interstate portion of its service from AT&T is not properly before this Commission.

The AT&T service provided to Lown House Restaurant that consisted of calls made to the Customer's toll-free number from within South Dakota was provided pursuant to AT&T's South Dakota Custom Service Network Tariff (the "SD Tariff"). The relevant provisions of that tariff are enclosed at Tab No. 9. The Customer seeks damages for loss of business, presumably for the period of time that its toll-free service was disconnected by AT&T for non-payment, from May 12, 1998 until on or about June 12, 1998. Pursuant to Section 2.6.1 of the SD Tariff, AT&T's liability is limited to "an amount equal to the initial period charge provided for under this tariff for the Custom Network Service call for the period during which the call was affected." The period charges are set forth in the SD Tariff pricing pages for Option S (Option VI) at Tab No. 10. Therefore, AT&T cannot be held liable for consequential damages such as the ones sought by Lown House Restaurant.

If the Commission decides to award damages to the Customer in this complaint, they must be limited to the intrastate portion of Customer's complaint and calculated based on the initial period charge described above. AT&T has submitted copies of the Customer's invoices at Tab No. 8 which indicate that the charges for intrastate calls were approximately 4.8% of the Customer's total charges.

Conclusion

AT&T believes that it acted in good faith and in accordance with applicable law when dealing with this matter and requests that the Commission dismiss Lown House Restaurant's complaint against AT&T. AT&T regrets that this matter has come before the Commission and is hopeful that the information provided in this packet has helped to clear up any confusion on the part of Lown House Restaurant or the Commission with respect to AT&T's dealings. AT&T will make every effort to provide the Commission with any further information available to AT&T that the Commission may find helpful.

Lown House Restaurant Toll-Free Number Complaint
888-642-5663
Docket No. TC98-149

Chronology

- 12/5/97 - An outbound telemarketing call was placed from a third-party vendor concerning Customer's toll-free number. A Ms. Fran Gibbs at Choice (third-party vendor) conducted the solicitation. Customer affirmatively agreed to have AT&T as its supplier for the above referenced toll-free number and third-party verification (TPV) was provided through Sandra at AT&T. The solicitation/sale was taped for quality assurance and a transcript of the solicitation/sale is attached at Tab No. 4.
- 12/9/97 - Order placed to switch Customer's toll-free number back to AT&T. Customer set up as a Winback customer under the Model T plan. The Model T plan corresponds to the CustomNet Option S - Option VI plan tariffed under Section 6.13.4 of FCC Tariff No. 1 and Section 23.3 of South Dakota Custom Network Service Tariff. Copies of the relevant tariff pages are attached at Tab Nos. 8 and 9. This tariffed offering requires no contract, monthly revenue or term commitments. Customer's line activated.
- 12/12/97 - Account added to DBS (Direct Billing Services) list.
- 12/18/97 - Invoice for \$6.87 generated with payment due date of 1/18/98. Copies of Customer's AT&T invoices are attached at Tab No. 7.
- 1/21/98 - Invoice for \$143.81 generated with payment due date of 2/21/98. Invoice included current charges of \$136.94 and a past due amount of \$6.87.
- 2/21/98 - Invoice for \$214.06 generated with payment due date of 3/21/98. Invoice included current charges of \$70.25 and a past due amount of \$143.81.
- 3/2/98 - System generated collection letter sent to Customer. Template copy attached at Tab No. 5.
- 3/3/98 - AT&T representative called Customer and left word with a David for Customer to call back. Gave toll-free callback number and advised urgent.
- 3/6/98 - Second AT&T representative called Customer and left word with a David for Customer to call back. Gave toll-free callback number and advised urgent payment issue.
- 3/6/98 - Customer returned call. AT&T representative advised Customer of \$214.06 outstanding balance and possibility of account restriction unless account paid in full. Customer requested bill copies and claimed AT&T had incorrect billing address. Entered a fax bill copies request and changed billing address to 127 W. Grant Street. Made payment arrangement with Customer for outstanding balance of \$214.06 to be paid in full by 4/3/98.
- 3/9/98 - System generated payment arrangement confirmation letter sent to Customer. Template copy attached at Tab No. 5.

- 3/21/98 - Invoice for \$239.26 generated with payment due date of 4/21/98. Invoice included current charges of \$25.20 and a past due amount of \$214.06.
- 4/6/98 - System generated notation that 3/6/98 payment arrangement broken by Customer.
- 4/10/98 - System generated account restrict request made. If payment does not post to account in 15 days the account will be disconnected.
- 4/21/98 - Invoice for \$249.85 generated with payment due date of 5/21/98. Invoice included current charges of \$10.59 and a past due amount of \$239.26.
- 4/27/98 - System generated notation that account sent for disconnect.
- 5/12/98 - Account disconnected.
- 5/21/98 - Invoice for \$264.66 generated with payment due date of 6/21/98. Invoice included current charges of \$14.81 and a past due amount of \$249.85.
- 6/8/98 - Effective date of Responsible Organization (Resp Org) letter of authorization form from FirstTel/MCI. Copy attached at Tab No. 4.
- 6/11/98 - Payment of \$239.26 received.
- 6/12/98 - System generated notation of account disconnect request removed. System generated notation of account restore request added.
- 6/16/98 - AT&T representative notation that Customer called in and made payment of \$25.40 by credit card (authorization # 055160) and requested that the account be closed. System generated disconnect order issued.
- 6/17/98 - System generated payment arrangement confirmation letter sent to Customer.
- 6/18/98 - AT&T representative notation that a Darrell called in regarding billing issue.
- 6/19/98 - AT&T representative notation that Customer wanted number released from AT&T. Advised Customer that the account was already closed.
- 6/21/98 - Invoice for credit of \$1.08 generated.
- 6/23/98 - Informal complaint filed with South Dakota Public Utilities Commission.
- 6/29/98 - AT&T representative notation that Customer wanted account disconnected. Advised Customer that account was already closed.
- 7/21/98 - Invoice showing zero balance generated.

Transcript of Telemarketing Call to Lown House Restaurant
December 5, 1997

Participants in call:

Fran Gibbs- Telemarketing Representative

John Grant- Owner, Lown House Restaurant

Saundra – AT&T 3rd Party Verification

Telephone call as recorded: (Opening conversation not recorded).

Fran Gibbs: Okay, and also. I just want to let you know for quality control purposes, this call will be recorded. Okay?

John Grant: Okay.

Fran Gibbs: I have the name of your business as Lawn House Restaurant and you're still at 745 North Fifth Street, Spearfish, South Dakota 57785. Is that correct?

John Grant: Correct.

Fran Gibbs: Is that also your billing address, John?

John Grant: No, it's actually 127 West Grant.

Fran Gibbs: 127 West Grant, is that in Spearfish?

John Grant: Yes.

Fran Gibbs: Okay, same zip code?

John Grant: Yes.

Fran Gibbs: Okay, and I have your main number as 605-642-5663?

John Grant: Correct.

Fran Gibbs: And you can dial out on that line, right?

John Grant: Correct.

Fran Gibbs: John, what's your last name?

John Grant: Grant.

Fran Gibbs: G-R-A-N-T?

John Grant: Correct.

Fran Gibbs: Okay, and you're the owner?

John Grant: Correct.

Fran Gibbs: How's business sir?

John Grant: It's not too bad.

Fran Gibbs: That's good. I have your 800 number as 888-642-5663?

John Grant: That's correct.

Fran Gibbs: Okay, and you don't have any other 800 numbers do you?

John Grant: No.

Fran Gibbs: Okay, I'm showing you're spending over \$25 easily with all of your lines combined.

John Grant: Correct.

Fran Gibbs: And I have U S WEST as your local phone company?

John Grant: Correct.

Fran Gibbs: Wil Tel, however they got your lines, we're not sure, we apologize for that. I just want to let you know that your local phone company may charge you a base charge of \$5.00 for us to switch it back, but because you were not aware of it and you didn't authorize it, we will waive that for you. Okay, and also because you didn't authorize them to switch your 800 line, what we will do, John, is waive the \$5.00 service fee on that for you as well for six months. Okay? And then month number 7, the \$5.00 service fee will reoccur.

John Grant: Okay, Ma'am the only thing that I need to know is the thing you just told me was something to do with Wil Tel.

Fran Gibbs: Exactly, that's what I'm talking about. Yeah, Wil Tel. Because you didn't authorize them to switch your 800 line as well, yeah, what we would do is waive the \$5.00 service fee on that for you for six months. Okay? And your 800 number is that in South Dakota only or nationwide?

John Grant: I believe it's nationwide.

Fran Gibbs: Okay, would you like four free listings in our AT&T National Directory Book?

John Grant: That would be fine.

Fran Gibbs: Okay, and I just need about ten more seconds of your time. You may want to write this down and we'll put you back on the program that you were on. It's called the One Rate for Business program. Okay, and with that, John, ...

John Grant: (Mr. Grant coughs) Excuse me.

Fran Gibbs: That's Okay, take your time. Are you ready? With that, you're looking at 12 cents flat rate, state to state, 24 hours a day, 7 days a week. Okay? Okay, I am going to transfer you over to billing and they are going to ask you two quick questions: One, what your 800 number is. You know that by heart right?

John Grant: I don't know it by heart.

Fran Gibbs: Here let me give it to you, 1-888-642-5663. Actually it is just like your main telephone number.

John Grant: Just with an 888.

Fran Gibbs: Exactly, and two, John, they are going to ask you for four numbers to verify that we spoke with you so we can put a stop to Wil Tel and insure your lines are back with AT&T. One second sir, I will speak first.

Recording comes on as call is transferred: The quality of this call may be monitored.

Saundra: Verification. Thank you for calling AT&T. My name is Saundra. How can I help you?

Fran Gibbs: Hi Saundra, Fran Gibbs, G-I-B-B-S.

Saundra: Okay, ready.

Fran Gibbs: 2ASC inbound only, Ma'am. I'm sorry. 2ASC inbound/outbound. John?

John Grant: Yes.

Fran Gibbs: Just wanted to make sure you were there.

Saundra: Customer's name?

Fran Gibbs: John Grant. He has a bad cold. He's the owner.

Saundra: Can I have the name and account name?

Fran Gibbs: Lown House Restaurant.

Saundra: Hold on until I can get his information please.

Fran Gibbs: Sure.

Saundra: Okay. Do you have the BPN?

Fran Gibbs: 605-642-5663.

Saundra: 605-642-5663?

Fran Gibbs: Yes, Saundra.

Saundra: Can you hold on while I grab the billing please?

Fran Gibbs: Sure. Thank You.

Saundra: Sir, has the area code been recently changed to 520?

John Grant: No.

Saundra: And is through a business?

John Grant: Correct.

Saundra: And how many lines are you bringing over today Fran?

Fran Gibbs: BPN and then the 800 number we'll bring it back.

Saundra: I will process the 800 number in one moment please.

Fran Gibbs: Sure.

Saundra: 602-642-5663?

Fran Gibbs: That's correct.

Saundra: Mr. Grant can I have the name of your company or your name and social security number currently being billed please?

John Grant: Lown House Restaurant.

Saundra: What is the address currently being billed to please?

John Grant: 127 West Grant.

Saundra: May I have the zip code there please?

John Grant: 57783.

Saundra: Do you understand that ...this is Spearfish, South Dakota?

John Grant: Correct.

Saundra: Do you understand sir that you are choosing AT&T as your long distance carrier and revoking any authority that you may have given to previous carriers?

John Grant: Correct.

NEXT

DOCUMENT (S)

BEST IMAGE

POSSIBLE

MCI

ATTN: Jerry Campbell

TRACKING NUMBER: 0998547

Letter of Authorization for change of Responsible Organization (RESP ORG): MCI
To whom it may concern:

The undersigned has selected MCI Telecommunications Corporation (MCI) to act as RESP ORG for the toll-free numbers identified below and on any addenda attached to this letter and has authorized MCI to act as agent for the undersigned for the purpose of taking such actions as may be required on behalf of the undersigned to implement this selection. The undersigned releases from liability any person to whom this letter is provided for actions taken in accordance with the foregoing. This form is only for use in connection with a RESP ORG change and is not by itself intended nor shall it be construed as authorization to disconnect any toll-free service.

Toll-free Number	Corporate ID / Major Bn ID	RESP ORG CHANGE Effective Date / Time	Current (MIS) RESP ORG ID Code
(888) 642-5663	99471236	06-08-98 10:45	ATX01
()			
()			
()			
()			
()			
()			

NOTE:
All toll-free numbers listed have the same effective date/time for RESP ORG change and same current MIS RESP ORG ID Code. This means that MCI will carry both local ATA and interstate toll-free traffic for calls.

☐ An attachment of _____ toll-free numbers to be changed
pages follows.

Segment (check only one): ☐ Branch Sales (Bus Svcs) ☐ National Account ☐ Credit Svcs ☐ Travel Svcs ☐ Carriers

Company Name (Please Print or Type) _____

Customer Name (Please Print or Type) _____

Re: _____

Signature / Date _____

Customer Address: 110 S. Phillips Ave Ste 202
Sioux Falls SD 57102

Customer Main Phone Number: 605-332-3332

Current Name: Julie Dykstra

Customer Contact Phone #: 605-332-3332

Current Toll-free Service Provider

MCI NACC / CSE / Carrier Contact: Linda Guttus

MCI Dept: 7132 / Loc: 077 VNET: 555124

NOTE: All fields must be completed in order to be processed.

FIRSTEL

Letter of Intent

Customer Information

no. 141

Company LOWE House Restaurant
Address 745 N 5th St.
City Spanish State SD Zip 57283-2048
Customer Contact Person John Grant
Title Owner Contact Fld. No. 605: 342-5663

Current Numbers to be Ported

Current Service Provider AT&T

1-888-642-5663

AT&T

Comments

Terms and Conditions

I designate _____ to provide SERVICE for the 100% of member(s) listed below.
I designate _____ the Responsible Organization ("Res Org") for each of the SERVICE numbers specified on this Requestor Form as soon as such numbers are ported to and maintained by me with my existing carrier ("Res Org") for the remainder of each such number except the existing carrier is _____ at the time such numbers become portable.
I release my third party from liability for costs in accordance with these terms and conditions.

Comments

Branch

4-2-98

Date

9-08-1998 8:55AM FROM

P.2

{Request Date}

RE: Account Number {CASS Acct ID}

Dear AT&T Customer,

Thank you for taking the time today to discuss your AT&T account. For your convenience, we are providing this letter to outline the payment schedule agreed upon. If you have already made your payment by credit card or Western Union Quick Collect/PhonePay, PLEASE DISREGARD this system-generated letter. If mailing your payment, the arrangement is as follows:

Payment Amount Payment Date

{Promised amount 1}	{Promised date 1}
{Promised amount 2}	{Promised date 2}
{Promised amount 3}	{Promised date 3}
{Promised amount 4}	{Promised date 4}
{Promised amount 5}	{Promised date 5}
{Promised amount 6}	{Promised date 6}

Please write your account number on your check or money order and mail by the date indicated above to:

{Lock Box Address Line 1 (AT&T)}
{Lock Box Address Line 2}
{Lock Box Address Line 3}

We appreciate your cooperation and attention to this matter. In the future, please mail all current charges upon receipt of each bill.

Following the arrangement will avoid further collection activity including possible referral to an outside collection agency.

If you find it necessary to contact our office, we can be reached at {AIC 800 number}.

Sincerely,

AT&T

Payment Arragent Letter
Sent 3-9-98
+ 6-17-98

(Request Date)

Account Number: (CASS Acct ID) Total Due: (Current Balance Due)

Dear Valued Customer:

We are very concerned about your account. Our records indicate that you have an unpaid AT&T bill in the amount of (Current Balance Due) . of which (Amount in which sent account into collections) is currently past due.

Please contact us immediately to make acceptable payment arrangements. These arrangements will require that all amounts due must be paid in full.

Without payment in full, access to the AT&T Network may be interrupted for all services billed under this account number (including 800/888 and cellular services, if applicable).

If this outstanding balance is not paid, your account may also be subject to referral to an outside collection agency.

Be advised that this may be our only contact regarding your past due AT&T account.

Please call us now at 1 800 452-2248 to resolve this issue.

AT&T

Collection letter sent
3-2-98

Account Number	Bill Date	Payment Due Date
019 936 5392 001	MAR 21, 1998	APR 21, 1998

LOAN HOUSE RESTAURANT
745 W 5TH ST
SPEARFISH SD 57783-2044

REV 1 403 612 3663

AT&T Service		For Customer Care 1 800 526-2455	
ACCOUNT STATUS		TOTAL DISCOUNTS	
PREVIOUS BALANCE	\$214.06	The Total Long Distance Discount	
PAYMENTS	\$0.00	For Your Account Is \$214.06	
ADJUSTMENTS	\$0.00		
TOTAL CURRENT CHARGES	\$25.20		
TOTAL AMOUNT DUE	\$239.26		

*pd 5-3-98
On 5-11 1043*

Important News About Your Account**Just For Your Business**

The next edition of the AT&T Toll-Free National Directories will be printed in the spring. Make sure your customers know how to reach your business by updating your listing now. To add or change a listing, visit us on the web at www.tollfree.att.net. Or, call AT&T Toll-Free Directories at 1 800 562-2255.

Account Status

For your convenience, the Federal Tax ID Number in association with the Internal Revenue Service W9 form for AT&T Corporation is 13-4924710. Please be advised that since AT&T is classified as a corporation, the IRS does not require you to file a W-2 form for taxes paid directly to AT&T.

Your account is past due. If you have sent your payment, please disregard this notice.

See next page for more news!

PLEASE MAKE CHECKS PAYABLE TO AT&T AND INCLUDE YOUR ACCOUNT NUMBER ON PAYMENT.
PLEASE MAKE SURE THAT THE AT&T P.O. BOX ADDRESS IS SHOWING THROUGH THE ENVELOPE WINDOW.

SUBSCRIPTION AGREEMENT

Firm Name: LOWAN HEALY

Type of Business: ☐ Corporation ☐ Partnership ☒ Sole Proprietor

Service Address: 745 5th St.

City: Spanish State: SD

Zip Code: 57783 County: Lawrence

Primary Phone Number: (605) 642-5663

Contact Person: JOHN GRANT Contact Phone: SAME

Billing Date: ☐ No Preference ☐ 1 ☒ 8 ☐ 15 ☐ 22

Billing Address, if different: same

Local Telephone Company: US West

Previous LD Provider: Outbound: Firstel

800#: AT + T

Send Customer Pack to: ☐ Consultant ☐ Customer (include address if different than above)

CREDIT INFORMATION

Home Address: current

Home Phone: () customer

Social Security Number: customer

Bank Name, Address & Acct #: _____

Federal ID #: _____

OUTBOUND SERVICE

Pac Codes for Security Code: ☐ Yes ☐ No

Fax Code: ☐ Yes ☐ No/Fax PAC Code: ☐ Yes ☐ No

(If pac codes are requested, attach a billing code form)

Rate Plan: _____

Associate Member Affiliate: Existing Customer

Yes ☐ No ☐

Equal Access (1-700 Stickers needed) ☐

Summarization by: ☐ ANI or ☐ PAC

Answer Supervision ☐

International Calling (If Yes box is not checked it will not be authorized) ☐

Telemanagement Reports (Option) ☐

Multi-Location Service ☐

Dialer - No. of Lines _____ (Attach form)

Existing Dialer? ☐

OUTBOUND FEES

Activation Fee: \$50.00 ☐ Yes ☐ No

Monthly Service Fee: Outbound \$ _____

Dialer Fee: \$ _____

Print Name: JOHN GRANT

Consultant Signature: Brent P. Steffen

Title: OWNER

Consultant Number: 101

Authorized Signature: [Signature]

Date: 5-20 1998

Subject to Credit Approval by Firstel

WHITE - OFFICE COPY • YELLOW - TELEMANAGEMENT COPY • PINK - CUSTOMER COPY

FIRST LINE 800 SERVICE

Rate Plan: 10.5 - 3yr & contract on file

Associate Member Affiliate: _____

Number of 800 Numbers Ordered: NONE

Designated Local Phone Number (must be at actual location): (1) 605-642-5663

(2) _____

☐ Yes ☒ No Telemanagement Reports (Option _____)

☐ Yes ☒ No Service Area Restrictions (If yes, attach customer info sheet)

FIRST LINE FEES

Activation Fee: \$25.00 ☐ Yes ☒ No

Monthly Service Fee: \$ NONE

Monthly Blocking Fee: \$5.00 ☐ Yes ☒ No

TRAVEL SERVICE

Number of Cards: _____

PAC Codes: ☐ Yes ☐ No (If yes, attach pac code form)

Logo on Cards: ☐ Yes ☐ No (If yes, attach logo)

Names on Cards: ☐ Yes ☐ No (If yes, attach list)

020022668

Account Number	Bill Date	Payment Due Date
019 936 5392 001	DEC 18, 1997	JAN 18, 1998

LOWN HOUSE RESTAURANT
745 N 5TH ST
SPEARFISH SD 57783

887-1-403-452-3443

AT&T Service		For Customer Care: 1-800-524-2455
ACCOUNT STATUS PREVIOUS BALANCE 00.00 PAYMENTS 00.00 ADJUSTMENTS 00.00 TOTAL CURRENT CHARGES 06.87 TOTAL AMOUNT DUE 06.87		AT&T Customized Billing

*** Important News About Your Account ***

Account Status

Thank you for choosing AT&T. We appreciate your business. Important information enclosed.

Welcome to AT&T's new service!

We are listening to you! Introducing an opportunity to combine all your calls under one easy to understand service. The focus is on "Simplicity" - Simple Product, Simple Rate, One bill at a Competitive Price. All backed up by AT&T's ongoing Quality, Reliability and Service.

PLEASE MAKE CHECKS PAYABLE TO AT&T AND INCLUDE YOUR ACCOUNT NUMBER ON PAYMENT.
PLEASE MAKE SURE THAT THE AT&T P.O. BOX ADDRESS IS SHOWING THROUGH THE ENVELOPE WINDOW.

TO ENSURE PROPER CREDIT, PLEASE DETACH THIS PORTION AND RETURN WITH REMITTANCE.

014484 1 FP .295 A35

LOWN HOUSE RESTAURANT
745 N 5TH ST
SPEARFISH SD 57783



Account Number: 019 936 5392 001
Bill Date: DEC 18, 1997
Payment Due Date: JAN 18, 1998

Total Amount Due: **06.87**
Amount Enclosed: \$

Check here if name, address,
or telephone number has
changed. See reverse side.



Please send Payments to:
AT&T
P.O. BOX 27-680
KANSAS CITY, MO
64180-0680



019936539200105625000000068700000006870C000000002

SC#25-05

TO REPLACE LOST OR STOLEN AT&T CARDS CALL 1-800-CALL-ATT

AT&T CALL TYPE AND RATING INFORMATION

CALL TYPE	RATE PERIOD
CCO - Operator Handled Card Calls	DAY - Day
CCP - Calling Card Person Call	DAYS - Daytime Savings Time
CCS - Calling Card Station Call	DISAB - Disabled Person Discount Rate
CEL - Cellular Calls	Applied
DDC - Direct Dialed Call	DISC - Discount
DFR - Direct Dialed Call - Per Minute Or Flat Rate Applied	ECON - Economy
INT - Interrupt Request	EVE - Evening
OBP - Operator Handled Person Call Billed To Third Number Or Special Billing Number	MFLAT - Per Minute Or Flat Rate
OBS - Operator Handled Station Call Billed To Third Number Or Special Billing Number	MULTI - Multi-rated (More Than One Rate Period Applies)
OCP - Operator Handled Person Collect Call	MXSPC - Mexico Special Rate
OCS - Operator Handled Station Collect Call	NT/WK - Night/Weekend
ODR - Operator Handled Station Call-Dial Rate Applied	OPEAK - Off Peak (Evening & Night/Weekend Or Discount & Economy)
OHP - Operator Handled Person Call	PEAK - Peak (Day or Standard)
OHS - Operator Handled Station Call	SPECL - Special Additional Discount Rate Applied
VER - Verification Request	STAND - Standard
<p>Note: An Operator Service Charge will apply when the Customer has the capability of dialing the called number, but elects to have the Operator dial the called number.</p>	
<p>(&) - Call displayed more than once to identify separate rate periods.</p>	

PLEASE NOTE ONLY THE ITEMS THAT HAVE CHANGED

Company Name	
Attention	
Street Address	
City - State	
Zip Code	
Area Code and Phone Number	

HAS YOUR BUSINESS MOVED ? Y ___ N ___

HAS OWNERSHIP CHANGED ? Y ___ N ___

LOWN HOUSE RESTAURANT
740 N 5TH ST
SPEARFISH SD 57763

REF: 0 405 042 8443

Account Number	Bill Date	Payment Due Date
019 936 5392 001	DEC 18, 1997	JAN 18, 1998

AT&T Service

Summary of Charges

EXPLANATION	AMOUNT
MONTHLY CHARGES	
LONG DISTANCE SERVICE AT&T Service Monthly Fee	05.00
SUBTOTAL	05.00
OTHER CHARGES & CREDITS	
LONG DISTANCE SERVICE	01.67
SUBTOTAL	01.67
TAXES	
LONG DISTANCE SERVICE Federal Tax	00.20
SUBTOTAL	00.20
TOTAL CURRENT CHARGES	06.87

LOWE HOUSE RESTAURANT
749 N 5TH ST
SPEARFISH ID 83783

REP 0 405 442 8643

Account Number	Bill Date	Payment Due Date
019 936 5392 001	DEC 18, 1997	JAN 18, 1998

AT&T Service

Payments, Adjustments, Other Charges and Credits

ITEM NUMBER	DATE	EXPLANATION	AMOUNT
1	12/09/97	OTHER CHARGES AND CREDITS LONG DISTANCE SERVICE Charge For AT&T Service Monthly Fee At \$5.00 From 12/09/97 Through 12/18/97	\$1.67
TOTAL OTHER CHARGES AND CREDITS			\$1.67

Account Number	SW Date	Payment Due Date
019 936 5392 001	JAN 21, 1998	FEB 21, 1998

REF ID: A68442

AT&T Service

For Customer Care: 1 800 524-2455

TOTAL DISCOUNTS

The Total Long Distance Discount
For Your Account Is **\$153.07**

TOTAL AMOUNT DUE	9143.81
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**** Important News About Your Account ****

Just For Your Business

DID YOU KNOW -- AT&T TeleConference Services can help make your business more productive and cost effective? For more information, please call 1 800 232-1234.

Account Status

Your account is past due. If you have sent your payment, please disregard this notice.

See next page for more news!

PLEASE MAKE CHECKS PAYABLE TO AT&T AND INCLUDE YOUR ACCOUNT NUMBER ON PAYMENT.
PLEASE MAKE SURE THAT THE AT&T P.O. BOX ADDRESS IS SHOWING THROUGH THE ENVELOPE WINDOW.

TO ENSURE PROPER CREDIT, PLEASE DETACH THIS PORTION AND RETURN WITH REMITTANCE.

002267 2 AB .491 A35



LOWN HOUSE RESTAURANT
745 N 5TH ST
SPEARFISH SD 57783-2048



Account Number: 019 936 5392 001
Bill Date: JAN 21, 1998
Payment Due Date: FEB 21, 1998

Check here if name, address,
or telephone number has
changed. See reverse side.

Please send Payments to:
AT&T
P.O. BOX 27-680
KANSAS CITY, MO
64100-0680

Total Amount Due:	0143.81
Amount Enclosed:	\$

01993653920010562500000014381000001369400000000004

SC#25-05

AT&T CALL TYPE AND RATING INFORMATION

AT&T CALL TYPE AND RATING INFORMATION	
CALL TYPE	RATE PERIOD
CCO - Operator Handled Card Calls	DAY - Day
CCP - Calling Card Person Call	DAYSA - Daytime Savings Time
CCS - Calling Card Station Call	DISAB - Disabled Person Discount Rate Applied
CEL - Cellular Calls	DISC - Discount
DDC - Direct Dialed Call	ECON - Economy
DFR - Direct Dialed Call - Per Minute Or Flat Rate Applied	EVE - Evening
INT - Interrupt Request	MFLAT - Per Minute Or Flat Rate
OBP - Operator Handled Person Call Billed To Third Number Or Special Billing Number	MULTI - Multi-rated (More Than One Rate Period Applies)
OBS - Operator Handled Station Call Billed To Third Number Or Special Billing Number	MXSPC - Mexico Special Rate
OCP - Operator Handled Person Collect Call	NT/WK - Night/Weekend
OCS - Operator Handled Station Collect Call	OPEAK - Off Peak (Evening & Night/Weekend Or Discount & Economy)
ODR - Operator Handled Station Call-Dial Rate Applied	PEAK - Peak (Day or Standard)
OHP - Operator Handled Person Call	SPECL - Special Additional Discount Rate Applied
OHS - Operator Handled Station Call	STAND - Standard
VER - Verification Request	

PLEASE NOTE ONLY THE ITEMS THAT HAVE CHANGED

Company Name																														
Attention																														
Street Address																														
City - State																														
Zip Code											Area Code and Phone Number																			

HAS YOUR BUSINESS MOVED ? Y N

HAS OWNERSHIP CHANGED ? Y N

LOWE HOUSE RESTAURANT
749 N 5TH ST
SPEARFISH SD 57783-2048

REF: 0 403 442 5443

Account Number	Bill Date	Payment Due Date
019 936 5392 001	JAN 21, 1998	FEB 21, 1998

AT&T Service**Regulatory News**

In connection with the Telecommunications Act of 1996, the Federal Communications Commission (FCC) has established programs to provide telecommunications services to customers who live in rural areas, as well as low-income customers. In addition, these programs help to provide advanced services like Internet access to schools, libraries, and health care providers. Telecommunications providers, like AT&T, must contribute to these programs and are permitted to recover these contributions from customers. AT&T is notifying you that it will add a line item to your service bill beginning on or about January 26, 1998, to recover this assessment. Initially, this charge will be 4.9% of total discounted billing, excluding intrastate usage. In the future, recovery will be based on total discounted billing, including intrastate usage.

Additionally, the FCC has ordered a restructure of the access charges which companies like AT&T pay to local phone companies for access to their networks. Initially, this expense will appear as a flat charge of 53 cents. In the future, this will become a variable charge based on the number of presubscribed lines.

For more information on either of these new charges, please call 1-800-594-8505.

LOWE HOUSE RESTAURANT
740 N. 3TH ST
SPRINGFIELD MO 65763-2040

REF 0 405 442 3643

Account Number	Bill Date	Payment Due Date
019 936 5392 001	JAN 21, 1998	FEB 21, 1998

AT&T Service

Summary of Charges

EXPLANATION	AMOUNT
MONTHLY CHARGES	
LONG DISTANCE SERVICE	
AT&T Service	
Monthly Fee	\$5.00
Fee Waived Due To Calls In Excess Of \$5.00	\$5.00
INBOUND	
800 Domestic Monthly Fee	\$5.00
SUBTOTAL	\$5.00
USAGE CHARGES	
LONG DISTANCE SERVICE	
INBOUND	
Usage Eligible For Discount	
Charge Includes \$0.56	
For 2 Pay Phone Originated Call(s)	\$278.30
SUBTOTAL	\$278.30
DISCOUNT ACTIVITY	
LONG DISTANCE SERVICE	\$153.07
SUBTOTAL	\$153.07
OTHER CHARGES & CREDITS	
LONG DISTANCE SERVICE	\$2.67
SUBTOTAL	\$2.67
TAXES	
LONG DISTANCE SERVICE	
Federal Tax	\$3.99
State Tax	\$0.03
Local Tax	\$0.02
SUBTOTAL	\$4.04
TOTAL CURRENT CHARGES	\$156.94

LOWE HOUSE RESTAURANT
745 N 5TH ST
SPEARFISH SD 57783-2048

REF 6 695 442 5663

Account Number	Bill Date	Payment Due Date
019 936 5392 001	JAN 21, 1998	FEB 21, 1998

AT&T Service

Payments, Adjustments, Other Charges and Credits

ITEM NUMBER	DATE	EXPLANATION	AMOUNT
		OTHER CHARGES AND CREDITS	
		LONG DISTANCE SERVICE	
1	1/18/98	Miscellaneous Adjustment	\$0.67
2	1/18/98	Credit For AT&T Model T Service Monthly Fee Waived Due To Usage In Excess Of Threshold	\$0.67
		Applied to 161 158 6310 111	
		LONG DISTANCE SERVICE	
3	1/06/98	Charge For AT&T Domestic Monthly Fee At \$5.00 From 1/06/98 Through 1/21/98	\$2.67
TOTAL OTHER CHARGES AND CREDITS			\$2.67

LAWN HOUSE RESTAURANT
745 N 5TH ST
SPEARFISH SD 57783-2048

REF: 0 405 442 9443

Account Number	Bill Date	Payment Due Date
019 936 5392 001	JAN 21, 1998	FEB 21, 1998

AT&T Service Discount Activity

DISCOUNT ACTIVITY FOR ENTIRE ACCOUNT	DISCOUNT AMOUNT
LONG DISTANCE SERVICE Volume Discount on \$278.30 Promotion Credit(s)	\$111.32* \$41.75*
SUBTOTAL	\$153.07*
TOTAL	\$153.07*

ACCOUNT	EXPLANATION	USAGE ELIGIBLE FOR DISCOUNT	DISCOUNT PERCENTAGE	DISCOUNT AMOUNT
INBOUND 161 158 6310 111 LAWN HOUSE RESTAURANT 745 N 5TH ST SPEARFISH SD 57783	LONG DISTANCE SERVICE Volume Discount Competitive Adv. Promo - MA051	\$278.30	15.00%	\$111.32* \$41.75*
	SUBTOTAL			\$153.07*
	TOTAL			\$153.07*

* Due to rounding the location discount may differ slightly from the total discount at the national level.

LOWN HOUSE RESTAURANT
745 N. 5TH ST.
SPEARFISH SD 57783-2848

REF # 683 642 5663

Account Number	Bill Date	Payment Due Date
019 936 5392 001	JAN 21, 1998	FEB 21, 1998

AT&T Service

Summary of Usage by Call Type

CALL TYPE	NUMBER OF CALLS	DURATION (minutes)	USAGE INELIGIBLE FOR DISCOUNT	USAGE ELIGIBLE FOR DISCOUNT	DISCOUNT AMOUNT \$	POST DISCOUNT AMOUNT	AVERAGE RATE PER MINUTE
LONG DISTANCE							
SWITCHED INBOUND							
DIRECT DIAL							
Interstate	91	14:15:42		\$276.61	\$152.15	\$124.48	\$0.1454
IntraLATA	5	6:36		1.69	0.96	0.75	0.1630
TOTAL	96	14:20:18	\$0.00	\$278.30	\$153.11	\$125.23	\$0.1455

* The Average Rate Per Minute excludes peak off-peak calls and discounts. Ineligible usage is not included in the Average Rate Per Minute calculation.
* The discount amount per call is reduced when the threshold has been exceeded.

Account Number	Billing Date	Payment Due Date
019 936 5392 001	JAN 21, 1998	FEB 21, 1998

LOWN HOUSE RESTAURANT
745 N 5TH ST
SPEARFISH SD 57783-2048

REF # 605 642 5663

AT&T Service**Summary by Subaccount**

SUBACCOUNT	EXPLANATION	AMOUNT
016 428 1823 001 LOWN HOUSE RESTAURANT 745 N 5TH ST SPEARFISH SD 57783-2048 Ref # 605 642 5663	LONG DISTANCE SERVICE 0 Total Calls	
	SUBTOTAL	00.00
161 158 6310 111 LOWN HOUSE RESTAURANT 745 N 5TH ST SPEARFISH SD 57783 888 642 5663	LONG DISTANCE SERVICE 96 Total Calls 14:20:18 Total Minutes/Seconds Other Charges & Credits Long Distance Charges Federal Tax State Tax Local Tax	 \$2.67 130.23 3.99 0.03 0.02
	TOTAL LONG DISTANCE CHARGES	0136.94
	SUBTOTAL	0136.94
	TOTAL	0136.94

LOWE HOUSE RESTAURANT
745 N 5TH ST
SPEARFISH SD 57783-2048

REP # 405 442 3443

Account Number	Bill Date	Payment Due Date
019 936 5392 001	JAN 21, 1998	FEB 21, 1998

AT&T Service

Summary of Usage by Toll-Free Number

TOLL-FREE NUMBER	NUMBER OF COMPLETED CALLS	DURATION (hh:mm:ss)	USAGE ELIGIBLE FOR DISCOUNT	DISCOUNT AMOUNT	POST DISCOUNT AMOUNT	INCOMPLETE CALL ATTEMPTS
Account: 161 158 6310 111 Calls Directed To: SP 405 442-5663 From: DEC 19, 1997 To JAN 21, 1998						
888 642-5663	91	14:15:42	\$276.61	\$152.13	\$124.48	6
Interstate	5	4:36	1.69	0.94	0.75	0
IntraLATA						
SUBTOTAL FOR 888 642-5663	96	14:20:18	\$278.30	\$153.07	\$125.23	6
SUBTOTAL FOR 161 158 6310 111	96	14:20:18	\$278.30	\$153.07	\$125.23	6
TOTAL	96	14:20:18	\$278.30	\$153.07	\$125.23	6

* Incomplete calls are not billed, e.g. Busy, No Answer.

LOWN HOUSE RESTAURANT
745 N 5TH ST
SPEARFISH SD 57783-2048

Account Number	Billing Date	Payment Due Date
019 936 5392 001	JAN 21, 1998	FEB 21, 1998

Subaccount: 161.158.6310.111

ACCOUNT STATUS		TOTAL DISCOUNTS	
ADJUSTMENTS	\$0.00	The Total Long Distance Discount	
TOTAL CURRENT CHARGES	\$136.94	For Your Account Is	\$153.07
LOCATION AMOUNT	\$136.94		
EXPLANATION		AMOUNT	
MONTHLY CHARGES			
LONG DISTANCE SERVICE			
INBOUND			
600 Domestic Monthly Fee			
SUBTOTAL			
USAGE CHARGES			
LONG DISTANCE SERVICE			
INBOUND			
Usage Eligible For Discount			
Charge Includes \$0.56			
For 2 Pay Phone Originated Call(s)			
SUBTOTAL			
DISCOUNT ACTIVITY			
LONG DISTANCE SERVICE			
SUBTOTAL			
OTHER CHARGES & CREDITS			
LONG DISTANCE SERVICE			
SUBTOTAL			
TAXES			
LONG DISTANCE SERVICE			
Federal Tax			
State Tax			
Local Tax			
SUBTOTAL			
TOTAL CURRENT CHARGES			

LOWN HOUSE RESTAURANT
745 N 5TH ST
SPEARFISH, SD 57785-2048

Account Number	Bill Date	Payment Due Date
019 936 5392 001	JAN 21, 1998	FEB 21, 1998

Subaccount: 161 158 6310 111

AT&T Service			
Payments, Adjustments, Other Charges and Credits			
ITEM NUMBER	DATE	EXPLANATION	AMOUNT
1	1/06/98	OTHER CHARGES AND CREDITS LONG DISTANCE SERVICE Charge For AT&T Domestic Monthly Fee At \$5.00 From 1/06/98 Through 1/21/98	\$2.67
TOTAL OTHER CHARGES AND CREDITS			\$2.67

Account Number	Bill Date	Payment Due Date
019 956 5392 001	JAN 21, 1998	FEB 21, 1998

Subaccount: 161 158 6310 111

Account Number	Bill Date	Payment Due Date
019 956 5392 001	JAN 21, 1998	FEB 21, 1998

Summary of Usage by Toll-Free Number

Toll-Free Number	Number of Completed Calls	Usage (Minutes)	Usage (Minutes) for Discount	Amount	Post-Discount Amount	Attempts
888 662-5663	91	16:15:42	276.01	0.94	0.75	6

888 662-5663

Interstate

INTRA-STATE

CURRICAL FOR 888 662-5663

TOTAL

96

14128.18

0270.31

0153.87

0125.23

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LOWE HOUSE RESTAURANT
745 W 5TH ST
SPEARFISH SD 57783-2048

Account Number	Bill Date	Payment Due Date
019 936 5392 001	JAN 21, 1998	FEB 21, 1998

Subaccount: 161.158 6310.111

AT&T Service

Summary of Usage by Toll-Free Number

Billing detail continues on next page.

NEXT

DOCUMENT (S)

BEST IMAGE

POSSIBLE

Account Number	BM Date	Payment Due Date
019 936 5392 001	JAN 21, 1998	FEB 21, 1998

Subaccount: 161 158 6310 111

LOWE HOUSE RESTAURANT
745 N 5TH ST
SPEARFISH SD 57763-2048

AT&T Service	Call Detail
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ITEM	DATE	TIME (HH:MM)	PLACE	CALLER PHONE NUMBER	DURATION (MM:SS)	TIME (OP DAY)	POST DISCOUNT AMOUNT	ITEM	DATE	TIME (HH:MM)	PLACE	CALLER PHONE NUMBER	DURATION (MM:SS)	TIME (OP DAY)	POST DISCOUNT AMOUNT
LONG DISTANCE SERVICE ELIGIBLE FOR DISCOUNT BILLED NUMBER: 000 642-8442 TOLL-FREE NUMBER: 800 642-8442 INTERSTATE TOLL-FREE CALLS								LONG DISTANCE SERVICE ELIGIBLE FOR DISCOUNT BILLED NUMBER: 000 642-8442 TOLL-FREE NUMBER: 800 642-8442 INTERSTATE TOLL-FREE CALLS							
1	1/18/98	7:40:00P	WILKESBORO	PA 717 829-0001	0:00	OPEAK	0.00	44	1/18/98	7:54:25P	JONESBORO	AR 479 932-5074	0:10	OPEAK	0.00
2	1/18/98	7:44:00A	WILKESBORO	PA 717 829-0001	7:00	OPEAK	0.37	47	1/18/98	9:00:40P	JONESBORO	AR 479 932-5074	2:00:10	OPEAK	24.60
3	1/18/98	9:20:57A	WILKESBORO	PA 717 829-0001	0:00	PEAK	1.42	48	1/18/98	7:10:10P	JONESBORO	AR 479 932-5074	0:10	OPEAK	0.00
4	1/18/98	10:00:00A	JONESBORO	AR 479 932-5074	0:00	PEAK	0.00	49	1/18/98	10:26:00A	WYNOT	MO 781 489-1449	0:00	OPEAK	0.00
5	1/18/98	1:07:15P	JONESBORO	AR 479 932-5074	0:00	PEAK	0.31	50	1/18/98	5:07:50P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00
6	1/18/98	2:00:20P	JONESBORO	AR 479 932-5074	2:00	PEAK	3.79	51	1/18/98	6:00:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00
7	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	52	1/18/98	10:00:00P	GREATFALLS	MT 406 483-3006	17:12	OPEAK	2.01
8	1/18/98	2:07:00P	WILKESBORO	PA 717 829-0001	12:10	OPEAK	1.70	53	1/18/98	1:04:00P	JONESBORO	AR 479 932-5074	0:00	PEAK	0.00
9	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	54	1/18/98	2:24:10P	JONESBORO	AR 479 932-5074	0:00	PEAK	0.00
10	1/18/98	2:07:00P	WILKESBORO	PA 717 829-0001	0:00	OPEAK	0.00	55	1/18/98	6:00:00P	JONESBORO	AR 479 932-5074	7:00	OPEAK	1.10
11	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	56	1/18/98	10:00:00P	GREATFALLS	MT 406 483-3006	41:42	OPEAK	4.04
12	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	57	1/18/98	7:00:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00
13	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	58	1/18/98	10:00:00P	ST PAUL	MO 618 617-0000	0:00	OPEAK	0.00
14	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	59	1/18/98	10:00:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00
15	1/18/98	2:07:00P	GREATFALLS	MT 406 483-3006	11:40	OPEAK	0.52	60	1/18/98	10:00:00P	SALEM	MO 314 782-1140	0:00	PEAK	0.00
16	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	PEAK	0.00	61	1/18/98	10:00:00P	DULUTH	MO 314 828-0000	0:00	PEAK	0.00
17	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	11:40	PEAK	0.10	62	1/18/98	10:00:00P	GREATFALLS	MT 406 483-3006	0:00	OPEAK	0.00
18	1/18/98	2:07:00P	GREATFALLS	MT 406 483-3006	0:00	OPEAK	0.00	63	1/18/98	10:00:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00
19	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	64	1/18/98	7:00:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00
20	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	65	1/18/98	7:00:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00
21	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	2:00:00	OPEAK	17.40	66	1/18/98	10:00:00P	GREATFALLS	MT 406 483-3006	4:00	OPEAK	0.00
22	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	PEAK	0.00	67	1/18/98	10:00:00P	GREATFALLS	MT 406 483-3006	22:00	OPEAK	4.14
23	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	PEAK	0.00	68	1/18/98	10:00:00P	GREATFALLS	MT 406 483-3006	19:00	OPEAK	2.74
24	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	69	1/18/98	7:00:00P	SPRINGFIELD	MO 314 781-0000	1:12	OPEAK	0.17
25	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	70	1/18/98	10:00:00P	SPRINGFIELD	MO 314 781-0000	2:10	PEAK	0.35
26	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	71	1/18/98	7:17:10P	GREATFALLS	MT 406 483-3006	0:00	OPEAK	0.00
27	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	INTRALATA TOLL-FREE CALLS							
28	1/18/98	2:07:00P	GREATFALLS	MT 406 483-3006	1:00	OPEAK	0.27	72	1/18/98	10:00:00P	SPRINGFIELD	MO 314 781-0000	0:00	OPEAK	0.00
29	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	PEAK	0.00	73	1/18/98	10:00:00P	SPRINGFIELD	MO 314 781-0000	0:00	OPEAK	0.00
30	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	74	1/18/98	10:00:00P	SPRINGFIELD	MO 314 781-0000	0:00	OPEAK	0.00
31	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	75	1/18/98	10:00:00P	SPRINGFIELD	MO 314 781-0000	0:00	OPEAK	0.00
32	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	76	1/18/98	10:00:00P	SPRINGFIELD	MO 314 781-0000	0:00	OPEAK	0.00
33	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	77	1/18/98	10:00:00P	SPRINGFIELD	MO 314 781-0000	0:00	OPEAK	0.00
34	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	78	1/18/98	10:00:00P	SPRINGFIELD	MO 314 781-0000	0:00	OPEAK	0.00
35	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	79	1/18/98	10:00:00P	SPRINGFIELD	MO 314 781-0000	0:00	OPEAK	0.00
36	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	80	1/18/98	10:00:00P	SPRINGFIELD	MO 314 781-0000	0:00	OPEAK	0.00
37	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	81	1/18/98	10:00:00P	SPRINGFIELD	MO 314 781-0000	0:00	OPEAK	0.00
38	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	82	1/18/98	10:00:00P	SPRINGFIELD	MO 314 781-0000	0:00	OPEAK	0.00
39	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	83	1/18/98	10:00:00P	SPRINGFIELD	MO 314 781-0000	0:00	OPEAK	0.00
40	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	84	1/18/98	10:00:00P	SPRINGFIELD	MO 314 781-0000	0:00	OPEAK	0.00
41	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	85	1/18/98	10:00:00P	SPRINGFIELD	MO 314 781-0000	0:00	OPEAK	0.00
42	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	86	1/18/98	10:00:00P	SPRINGFIELD	MO 314 781-0000	0:00	OPEAK	0.00
43	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	87	1/18/98	10:00:00P	SPRINGFIELD	MO 314 781-0000	0:00	OPEAK	0.00
44	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	88	1/18/98	10:00:00P	SPRINGFIELD	MO 314 781-0000	0:00	OPEAK	0.00
45	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	89	1/18/98	10:00:00P	SPRINGFIELD	MO 314 781-0000	0:00	OPEAK	0.00
46	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	90	1/18/98	10:00:00P	SPRINGFIELD	MO 314 781-0000	0:00	OPEAK	0.00
47	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	91	1/18/98	10:00:00P	SPRINGFIELD	MO 314 781-0000	0:00	OPEAK	0.00
48	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	92	1/18/98	10:00:00P	SPRINGFIELD	MO 314 781-0000	0:00	OPEAK	0.00
49	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	93	1/18/98	10:00:00P	SPRINGFIELD	MO 314 781-0000	0:00	OPEAK	0.00
50	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	94	1/18/98	10:00:00P	SPRINGFIELD	MO 314 781-0000	0:00	OPEAK	0.00
51	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	95	1/18/98	10:00:00P	SPRINGFIELD	MO 314 781-0000	0:00	OPEAK	0.00
52	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	96	1/18/98	10:00:00P	SPRINGFIELD	MO 314 781-0000	0:00	OPEAK	0.00
53	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	97	1/18/98	10:00:00P	SPRINGFIELD	MO 314 781-0000	0:00	OPEAK	0.00
54	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	98	1/18/98	10:00:00P	SPRINGFIELD	MO 314 781-0000	0:00	OPEAK	0.00
55	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	99	1/18/98	10:00:00P	SPRINGFIELD	MO 314 781-0000	0:00	OPEAK	0.00
56	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	100	1/18/98	10:00:00P	SPRINGFIELD	MO 314 781-0000	0:00	OPEAK	0.00
57	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	101	1/18/98	10:00:00P	SPRINGFIELD	MO 314 781-0000	0:00	OPEAK	0.00
58	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	102	1/18/98	10:00:00P	SPRINGFIELD	MO 314 781-0000	0:00	OPEAK	0.00
59	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	103	1/18/98	10:00:00P	SPRINGFIELD	MO 314 781-0000	0:00	OPEAK	0.00
60	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	104	1/18/98	10:00:00P	SPRINGFIELD	MO 314 781-0000	0:00	OPEAK	0.00
61	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	105	1/18/98	10:00:00P	SPRINGFIELD	MO 314 781-0000	0:00	OPEAK	0.00
62	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	106	1/18/98	10:00:00P	SPRINGFIELD	MO 314 781-0000	0:00	OPEAK	0.00
63	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	107	1/18/98	10:00:00P	SPRINGFIELD	MO 314 781-0000	0:00	OPEAK	0.00
64	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	108	1/18/98	10:00:00P	SPRINGFIELD	MO 314 781-0000	0:00	OPEAK	0.00
65	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	109	1/18/98	10:00:00P	SPRINGFIELD	MO 314 781-0000	0:00	OPEAK	0.00
66	1/18/98	2:07:00P	JONESBORO	AR 479 932-5074	0:00	OPEAK	0.00	110	1/18/98	10:00:00P	SPRINGFIELD	MO 314 781-0000	0:00	OPEAK	0.

000011243

Account Number	Bill Date	Payment Due Date
019 936 5392 001	FEB 21, 1998	MAR 21, 1998

LOWN HOUSE RESTAURANT
745 N. 5TH ST.
SPEARFISH SD 57783-2048

REP 9 405 442 5663

AT&T Service	For Customer Care: 1-800-524-2455
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ACCOUNT STATUS	TOTAL DISCOUNTS
PREVIOUS BALANCE \$143.81	The Total Long Distance Discount
PAYMENTS \$0.00	For Your Account Is \$672.67
ADJUSTMENTS \$0.00	
TOTAL CURRENT CHARGES \$70.25	
TOTAL AMOUNT DUE \$214.06	

**** Important News About Your Account ****

Just For Your Business

Expand your marketing reach, provide world class customer service, increase sales and valuable market sensing data with AT&T Toll-Free Service, a simple and convenient way to stay connected to your customers. Call your AT&T Account Executive or 1 800 227-9931 for details. Or, check us out on the Internet at www.att.com/tollfree.

Account Status


Your account is past due. If you have sent your payment, please disregard this notice.

Regulatory News

Please see a special bill insert this month for important information on billing changes in connection with the Telecommunications Act of 1996.

PLEASE MAKE CHECKS PAYABLE TO AT&T AND INCLUDE YOUR ACCOUNT NUMBER ON PAYMENT.
PLEASE MAKE SURE THAT THE AT&T P.O. BOX ADDRESS IS SHOWING THROUGH THE ENVELOPE WINDOW.

TO ENSURE PROPER CREDIT, PLEASE DETACH THIS PORTION AND RETURN WITH REMITTANCE.

008580 2 AB 491 A35

 LOWN HOUSE RESTAURANT
 745 N 5TH ST
 SPEARFISH SD 57783-2048



Account Number: 019 936 5392 001
 Bill Date: FEB 21, 1998
 Payment Due Date: MAR 21, 1998

Total Amount Due: **\$214.06**
 Amount Enclosed: \$

Check here if name, address,
or telephone number has
changed. See reverse side.

Please send Payments to:
 AT&T
 P.O. BOX 27-680
 KANSAS CITY, MO
 64180-0680



0199365392001056250000002140600000070250000000006

SC#25-05

TO REPLACE LOST OR STOLEN AT&T CARDS CALL 1-800-CALL-ATT

AT&T CALL TYPE AND RATING INFORMATION

CALL TYPE	RATE PERIOD
CCO - Operator Handled Card Calls	DAY - Day
CCP - Calling Card Person Call	DAYS - Daytime Savings Time
CCS - Calling Card Station Call	DISAB - Disabled Person Discount Rate
CEL - Cellular Calls	Applied
DDC - Direct Dialed Call	DISC - Discount
DFR - Direct Dialed Call - Per Minute Or Flat Rate Applied	ECON - Economy
INT - Interrupt Request	EVE - Evening
OBP - Operator Handled Person Call Billed To Third Number Or Special Billing Number	MFLAT - Per Minute Or Flat Rate
OBS - Operator Handled Station Call Billed To Third Number Or Special Billing Number	MULTI - Multi-rated (More Than One Rate Period Applies)
OCP - Operator Handled Person Collect Call	MXSPC - Mexico Special Rate
OCS - Operator Handled Station Collect Call	NTWK - Night/Weekend
ODR - Operator Handled Station Call-Dial Rate Applied	OPEAK - Off Peak (Evening & Night/Weekend Or Discount & Economy)
OHP - Operator Handled Person Call	PEAK - Peak (Day or Standard)
OHS - Operator Handled Station Call	SPECL - Special Additional Discount Rate Applied
VER - Verification Request	STAND - Standard

Note: An Operator Service Charge will apply when the Customer has the capability of dialing the called number, but elects to have the Operator dial the called number.

(&) - Call displayed more than once to identify separate rate periods.

PLEASE NOTE ONLY THE ITEMS THAT HAVE CHANGED

Company Name	<input type="text"/>																			
Attention	<input type="text"/>																			
Street Address	<input type="text"/>																			
City - State	<input type="text"/>																			
Zip Code	<input type="text"/>					<input type="text"/>					Area Code and Phone Number					<input type="text"/>				

HAS YOUR BUSINESS MOVED ? Y ___ N ___

HAS OWNERSHIP CHANGED ? Y ___ N ___

LOWN HOUSE RESTAURANT
745 N 5TH ST
SPEARFISH SD 57783-2048

REF: 0 605 442 5663

Account Number	Bill Date	Payment Due Date
019 936 5392 001	FEB 21, 1998	MAR 21, 1998

AT&T Service Summary of Charges	
EXPLANATION	AMOUNT
MONTHLY CHARGES	
LONG DISTANCE SERVICE	
AT&T Service	
Monthly Fee	\$5.00
Fee Waived Due To Calls In Excess Of \$5.00	5.00
INBOUND	
800 Domestic Monthly Fee	5.00
SUBTOTAL	\$5.00
USAGE CHARGES	
LONG DISTANCE SERVICE	
INBOUND	
Usage Eligible For Discount	\$132.13
SUBTOTAL	\$132.13
DISCOUNT ACTIVITY	
LONG DISTANCE SERVICE	
	\$72.67
SUBTOTAL	\$72.67
REGULATORY FEES	
LONG DISTANCE SERVICE	
Universal Connectivity Charge	\$3.04
Carrier Line Charge	0.53
SUBTOTAL	\$3.57
TAXES	
LONG DISTANCE SERVICE	
Federal Tax	\$2.04
State Tax	0.12
Local Tax	0.06
SUBTOTAL	\$2.22
TOTAL CURRENT CHARGES	\$70.25

LOWN HOUSE RESTAURANT
745 N 5TH ST
SPEARFISH SD 57783-2048

REF: 9 483 442 8463

Account Number	Billing Date	Payment Due Date
019 936 5392 001	FEB 21, 1998	MAR 21, 1998

AT&T Service	
Discount Activity	
DISCOUNT ACTIVITY FOR ENTIRE ACCOUNT	DISCOUNT AMOUNT
LONG DISTANCE SERVICE	
Volume Discount On \$132.13	\$52.85*
Promotion Credit(s)	\$19.82*
SUBTOTAL	\$72.67*
TOTAL	\$72.67*

ACCOUNT	EXPLANATION	USAGE ELIGIBLE FOR DISCOUNT	DISCOUNT PERCENTAGE	DISCOUNT AMOUNT
INBOUND 161 158 6310 111 LOWN HOUSE RESTAURANT 745 N 5TH ST SPEARFISH SD 57783-2048	LONG DISTANCE SERVICE Volume Discount Competitive Adv. Promo - MA051	\$132.13	15.00%	\$52.85* \$19.82*
	SUBTOTAL			\$72.67*
	TOTAL			\$72.67*

*Due to rounding the location discount may differ slightly from the total discount at the national level.

LOWN HOUSE RESTAURANT
745 W 5TH ST
SPEARFISH SD 57745-2048

REF # 405 642 5463

Account Number	Bill Date	Payment Due Date
019 936 5392 001	FEB 21, 1998	MAR 21, 1998

AT&T Service

Summary of Usage by Call Type

CALL TYPE	NUMBER OF CALLS	DURATION (minutes)	USAGE ELIGIBLE FOR DISCOUNT	USAGE ELIGIBLE FOR DISCOUNT	DISCOUNT AMOUNT \$	POST DISCOUNT AMOUNT	AVERAGE RATE PER MINUTE
LONG DISTANCE							
SWITCHED INBOUND							
DIRECT DIAL							
Interstate	34	6:28:12		\$125.35	\$66.91	\$56.44	\$0.1453
IntraLATA	13	22:00		6.78	1.76	3.02	0.1372
TOTAL	47	6:50:12	\$132.13	\$72.67	\$59.46	\$0.1459	

The Average Rate Per Minute combines both off-peak calls and discounts. Ineligible usage is not included in the Average Rate Per Minute calculation.
If the discount amount per call is reduced when the threshold has been exceeded.

LOWN HOUSE RESTAURANT
745 N 5TH ST
SPEARFISH SD 57783-2048

REF # 605 642 5663

Account Number	Bill Date	Payment Due Date
019 936 5392 001	FEB 21, 1998	MAR 21, 1998

AT&T Service

Summary by Subaccount

SUBACCOUNT	EXPLANATION	AMOUNT
016 428 1823 001 LOWN HOUSE RESTAURANT 745 N 5TH ST SPEARFISH SD 57783-2048 Ref # 605 642 5663	LONG DISTANCE SERVICE 0 Total Calls	
	SUBTOTAL	\$0.00
161 158 6310 111 LOWN HOUSE RESTAURANT 745 N 5TH ST SPEARFISH SD 57783-2048 888 642 5663	LONG DISTANCE SERVICE 49 Total Calls 6:50:12 Total Minutes/Seconds Long Distance Charges Federal Tax State Tax Local Tax	\$64.46 1.93 0.12 0.06
	TOTAL LONG DISTANCE CHARGES	\$66.57
	SUBTOTAL	\$66.57
	TOTAL	\$66.57

000011247

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LOWE HOUSE RESTAURANT
745 N. 5TH ST.
SPEARFISH SD 57783-2048

REF # 605 642 5663

Account Number	Billing Date	Payment Due Date
019 936 5392 001	FEB 21, 1998	MAR 21, 1998

AT&T Service Summary of Usage by Toll-Free Number

TOLL-FREE NUMBER	NUMBER OF COMPLETED CALLS	DURATION (hh:mm:ss)	USAGE ELIGIBLE FOR DISCOUNT	DISCOUNT AMOUNT	POST-DISCOUNT AMOUNT	INCOMPLETE CALL ATTEMPTS
Account: 141 156 6310 111 Calls Directed To: SD 605 642-5663 From: JAN 22, 1998 To: FEB 21, 1998						
888 642-5663	36	6:28:12	\$125.35	\$68.91*	\$56.44	0
Interstate	13	22:00	6.78	3.76*	3.02	0
IntraLATA						
SUBTOTAL FOR 888 642-5663	49	6:50:12	\$132.13	\$72.67*	\$59.46	0
SUBTOTAL FOR 141 156 6310 111	49	6:50:12	\$132.13	\$72.67*	\$59.46	0
TOTAL	49	6:50:12	\$132.13	\$72.67*	\$59.46	0

* Incomplete calls are not billed; e.g., Busy, No Answer.

LOWN HOUSE RESTAURANT
745 N 5TH ST
SPEARFISH SD 57783-2048

Account Number	Bill Date	Payment Due Date
019 936 5392 001	FEB 21, 1998	MAR 21, 1998

AT&T Service
Summary of Usage by Toll-free Number

Billing detail continues on next page.

LOWN HOUSE RESTAURANT
748 W. 5TH ST.
SPEARFISH SD 57785-2048

REF 9 405 442 5663

Account Number	Bill Date	Payment Due Date
019 936 5392 001	FEB 21, 1998	MAR 21, 1998

Subaccount: 161 158 6310 111

AT&T Service

Summary of Charges

ACCOUNT STATUS		TOTAL DISCOUNTS	
ADJUSTMENTS	\$0.00	The Total Long Distance Discount	
TOTAL CURRENT CHARGES	\$66.57	For Your Account Is \$72.67	
LOCATION AMOUNT	\$66.57		
EXPLANATION		AMOUNT	
MONTHLY CHARGES			
LONG DISTANCE SERVICE			
IMBOUND			
800 Domestic Monthly Fee		\$5.00	
SUBTOTAL		\$5.00	
USAGE CHARGES			
LONG DISTANCE SERVICE			
IMBOUND			
Usage Eligible For Discount		\$132.13	
SUBTOTAL		\$132.13	
DISCOUNT ACTIVITY			
LONG DISTANCE SERVICE		\$72.67	
SUBTOTAL		\$72.67	
TAXES			
LONG DISTANCE SERVICE			
Federal Tax		\$1.93	
State Tax		0.12	
Local Tax		0.06	
SUBTOTAL		\$2.11	
TOTAL CURRENT CHARGES		\$66.57	

LOWE HOUSE RESTAURANT
745 N 5TH ST
SPEARFISH SD 57783-2848

REF # 485 442 5663

Account Number	Bill Date	Payment Due Date
019 936 5592 001	FEB 21, 1998	MAR 21, 1998

Subaccount: 161 158 6310 111

AT&T Service Summary of Usage by Toll-Free Number						
TOLL-FREE NUMBER	NUMBER OF COMPLETED CALLS	DURATION (mm:ss)	USAGE (min) ELIGIBLE FOR DISCOUNT	DISCOUNT AMOUNT	POST DISCOUNT AMOUNT	INCOMPLETE CALL ATTEMPTS
Calls Directed To: SD 605 642-5663 From: JAN 22, 1998 To: FEB 21, 1998						
888 642-5663	36	6:28:12	1125.35	668.91*	656.44	0
Interstate	13	22:00	6.78	3.76*	3.02	0
IntraLATA						
SUBTOTAL FOR 888 642-5663	49	6:50:12	1132.13	672.67*	659.46	0
TOTAL	49	6:50:12	1132.13	672.67*	659.46	0

* If complete call is not billed, it is not answer

000011371

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LOW HOUSE RESTAURANT
745 N. 8TH ST.
SPEARFISH SD 57783-2848

REF # 405 442 5643

Account Number	B/B Date	Payment Due Date
819 936 5392 001	FEB 21, 1998	MAR 21, 1998

Subaccount: 161.158 6310.111

AT&T Service
Call Detail

TIME DATE	TIME (HH:MM)	PLACE	CALLER PHONE NUMBER	DURATION (MIN:SEC)	TIME OF DAY	POST DISCOUNT AMOUNT	TIME DATE	TIME (HH:MM)	PLACE	CALLER PHONE NUMBER	DURATION (MIN:SEC)	TIME OF DAY	POST DISCOUNT AMOUNT
LONG DISTANCE SERVICE													
FLEXIBLE PAY DISCOUNT													
BILLED NUMBER: 819 936-5392													
TOLL-FREE NUMBER: 800 842-5643													
INTERNET TOLL-FREE CALLS													
1	1/27/98	12:45:00P	JAMESBORO	AM 878 932-0074	1:06:54	PEAK	1.45						
2	1/28/98	4:49:10P	JAMESBORO	AM 878 932-0074	2:54	PEAK	1.70						
3	1/28/98	4:49:10P	GREATFALLS	WT 484 433-3906	27:18	WPEAK	1.41						
4	1/28/98	7:12:00P	JAMESBORO	AM 878 932-0074	0:48	WPEAK	0.13						
5	1/28/98	6:52:00P	GREATFALLS	WT 484 433-3906	0:36	WPEAK	0.09						
6	1/28/98	6:54:10P	GREATFALLS	WT 484 433-3906	26:47	WPEAK	1.87						
7	1/28/98	7:17:33P	GREATFALLS	WT 484 433-3906	44:40	WPEAK	4.36						
8	1/27/98	9:36:30P	SPRINGFIELD	MO 417 840-8547	0:10	WPEAK	0.08						
9	1/28/98	9:12:10P	SPRINGFIELD	MO 417 379-9833	0:10	WPEAK	0.08						
10	1/28/98	9:56:10P	SPRINGFIELD	MO 417 347-5437	2:54	PEAK	0.57						
11	1/28/98	9:57:10P	GREATFALLS	WT 484 433-3906	0:10	WPEAK	0.08						
12	1/28/98	9:57:10P	GREATFALLS	WT 484 433-3906	0:10	WPEAK	0.08						
13	1/28/98	9:56:10P	GREATFALLS	WT 484 433-3906	0:10	WPEAK	0.08						
14	1/28/98	4:00:10P	GREATFALLS	WT 484 433-3906	0:10	WPEAK	0.08						
15	1/28/98	7:04:10P	GREATFALLS	WT 484 433-3906	0:10	WPEAK	0.08						
16	1/28/98	11:40:11A	GREATFALLS	WT 484 433-3906	0:10	WPEAK	0.08						
17	1/28/98	9:13:10P	GREATFALLS	WT 484 433-3906	16:06	WPEAK	2.54						
18	1/28/98	2:45:00P	GREATFALLS	WT 484 433-3906	1:11	WPEAK	0.19						
19	1/28/98	9:52:10P	GREATFALLS	WT 484 433-3906	20:05	WPEAK	4.04						
20	1/28/98	4:20:10P	GREATFALLS	WT 484 433-3906	0:48	WPEAK	0.12						
21	1/28/98	6:25:13P	GREATFALLS	WT 484 433-3906	0:10	WPEAK	0.71						
22	1/28/98	9:21:40P	GREATFALLS	WT 484 433-3906	0:10	WPEAK	0.08						
23	1/28/98	9:57:10P	GREATFALLS	WT 484 433-3906	0:10	WPEAK	0.08						
24	1/28/98	9:57:10P	GREATFALLS	WT 484 433-3906	0:10	WPEAK	0.08						
25	1/28/98	2:12:00P	SPRINGFIELD	MO 417 799-5343	0:10	WPEAK	0.08						
26	1/28/98	4:04:10P	GREATFALLS	WT 484 433-3906	0:10	WPEAK	0.08						
27	1/28/98	9:25:10P	GREATFALLS	WT 484 433-3906	0:10	WPEAK	0.08						
28	1/28/98	9:25:10P	GREATFALLS	WT 484 433-3906	10:00	WPEAK	2.48						
29	1/28/98	9:27:10P	SPRINGFIELD	MO 417 799-5343	1:10:00	WPEAK	10.74						
30	1/28/98	9:21:10P	WILSONVILLE	PA 717 829-8391	0:10	WPEAK	0.08						
31	1/28/98	9:21:10P	GREATFALLS	WT 484 433-3906	0:10	WPEAK	0.08						
32	1/28/98	10:58:00P	SPRINGFIELD	MO 417 799-5343	11:00	WPEAK	1.99						
33	1/28/98	9:43:10P	SPRINGFIELD	MO 417 799-5343	0:10	WPEAK	0.08						
34	1/28/98	7:29:10P	SPRINGFIELD	MO 417 799-5343	0:10	WPEAK	0.08						
35	1/28/98	10:40:00P	PARSONS	TX 988 442-4248	0:10	PEAK	0.08						
36	1/28/98	7:19:10P	GREATFALLS	WT 484 433-3906	10:12	WPEAK	2.34						
INTERNET TOLL-FREE CALLS													
37	1/28/98	7:34:10P	OMAHA CITY	NE 408 923-4213	1:48	WPEAK	0.34						
38	1/27/98	6:57:10P	NEWICA	NE 408 434-4724	0:10	WPEAK	0.04						
39	1/28/98	6:22:10P	BRANDON	NE 408 842-7542	0:10	WPEAK	0.07						
40	1/28/98	11:40:11P	WELLSBORO	NE 408 942-2218	0:10	WPEAK	0.07						
41	1/28/98	6:59:10P	STURGEON	NE 408 547-2217	0:10	WPEAK	0.11						
42	1/28/98	12:17:10P	WELLSBORO	NE 408 942-2218	2:04	PEAK	0.29						
43	1/28/98	7:42:10P	RAPID CITY	SD 605 787-9577	0:10	WPEAK	0.07						
44	1/28/98	1:05:10P	STURGEON	NE 408 547-2218	0:10	PEAK	0.11						
45	1/28/98	11:09:10P	RAPID CITY	SD 605 348-1984	0:10	WPEAK	0.07						
46	1/28/98	11:11:10P	RAPID CITY	SD 605 348-1984	0:10	WPEAK	0.07						
47	1/28/98	4:40:10P	RAPID CITY	SD 605 348-1984	1:12	WPEAK	0.16						
48	2/11/98	1:04:10P	RAPID CITY	SD 605 348-1984	11:48	PEAK	1.43						
49	2/11/98	1:02:10P	RAPID CITY	SD 605 348-1984	0:10	WPEAK	0.07						

4470705 POC 800 842-5643 11/18/98

4470705 POC 800 842-5643 11/18/98

BD: 03-21-98 CIA BILL INQUIRY STAT

PAGE 1 OF 12

ACCT IN BILL PULL

ACCT: 019 936 5392 001 NAME: LOWN HOUSE RESTAURANT
745 N 5TH ST

BILLER: SBS

FINAL BILL: 980621 LEAD

01	ACCOUNT	BILL	PAYMENT DUE
02	NUMBER	DATE	DATE
03	019 936 5392 001	MAR 21, 1998	APR 21, 1998

PAGE 1

05	LOWN HOUSE RESTAURANT
06	AT&T Service

09	ACCOUNT STATUS (double-sided)
09	TOTAL DISCOUNTS

11	PREVIOUS BALANCE	\$214.06
11	The Total Long Distance Discount	
12	PAYMENTS	\$0.00

SA	PT
ACCT	CMD MOD

PF11 TO SCROLL FWD / PF10 TO SCROLL BACK

(MORE)

9-25-1998 2:10PM FROM BC SERVICES 3176335034

BD: 03-21-98 CIA BILL INQUIRY STAT

ACCT: 019 936 5392 001 NAME: LOWN HOUSE RESTAURANT
745 N 5TH ST

FINAL BILL: 980621 LEAD

P. 3

PAGE 1 OF 12

BILLER: SBS

For Your Account Is

\$21.02

12
13 ADJUSTMENTS
14 TOTAL CURRENT CHARGES

\$0.00
\$25.20

18 TOTAL AMOUNT DUE

\$239.26

SA
ACCT

PT
CMD MOD

PF11 TO SCROLL FWD / PF10 TO SCROLL BACK

(MORE)

9-25-1998 2:10PM FROM BC SERVICES 3176335034

P. 4

BD: 03-21-98 CIA BILL INQUIRY SUM

PAGE 5 OF 12

ACCT: 019 936 5392 001 NAME: LOWN HOUSE RESTAURANT
745 N 5TH ST

BILLER: SBS

FINAL BILL: 980621 LEAD

PAGE 5

01	ACCOUNT	BILL	PAYMENT DUE
02	NUMBER	DATE	DATE
03	019 936 5392 001	MAR 21, 1998	APR 21, 1998

05 LOWN HOUSE RESTAURANT
06 AT&T Service
07 Summary of Charges
08 MONTHLY CHARGES

AMOUNT

10 LONG DISTANCE SERVICE
11 AT&T Service
12 Monthly Fee
13 Fee Waived Due To Calls In Excess Of \$5.00
14 800 Domestic Monthly Fee

\$5.00
5.00CR

SA PT
ACCT CMD MOD

PF11 TO SCROLL FWD / PF10 TO SCROLL BACK

(MORE)

9-25-1998 2:10PM FROM BC SERVICES 3176335034

BD: 03-21-98 CIA BILL INQUIRY SUM

PAGE 5 OF 12

ACCT: 019 936 5392 001 NAME: LOWN HOUSE RESTAURANT
745 N 5TH ST

BILLER: SBS

FINAL BILL: 980621 LEAD

15 800 Domestic Monthly Fee

5.00

SUBTOTAL

\$5.00

17

19 USAGE CHARGES

21 LONG DISTANCE SERVICE

22 INBOUND

\$38.23

23 Usage Eligible For Discount

0.56

24 Usage Ineligible For Discount

25 Charge Includes \$0.56

26 For 2 Pay Phone Originated Call(s)

SUBTOTAL

\$38.79

28

SA
ACCT

PT
CMD

MOD

(MORE)

PF11 TO SCROLL FWD / PF10 TO SCROLL BACK

BD: 03-21-98 CIA BILL INQUIRY SUM PAGE 5 OF 12

ACCT: 019 936 5392 001 NAME: LOWN HOUSE RESTAURANT
745 N 5TH ST

BILLER: SBS

FINAL BILL: 980621 LEAD

30	DISCOUNT ACTIVITY	
31	LONG DISTANCE SERVICE	
32		\$21.02CR

34		SUBTOTAL	\$21.02CR
----	--	----------	-----------

36 REGULATORY FEES

38	LONG DISTANCE SERVICE	
39	Universal Connectivity Charge	\$1.05
40	Carrier Line Charge	0.53

42		SUBTOTAL	\$1.58
----	--	----------	--------

SA	PT	
ACCT	CMD	MOD

PF11 TO SCROLL FWD / PF10 TO SCROLL BACK (MORE)

BD: 03-21-98 CIA BILL INQUIRY SUM

PAGE 5 OF 12

ACCT: 019 936 5392 001 NAME: LOWN HOUSE RESTAURANT
745 N 5TH ST

BILLER: SBS

FINAL BILL: 980621 LEAD

44 TAXES

46 LONG DISTANCE SERVICE

47 Federal Tax

48 State Tax

49 Local Tax

\$0.73

0.08

0.04

51

SUBTOTAL

\$0.85

53 TOTAL CURRENT CHARGES

\$25.20

SA
ACCTPT
CMD

MOD

PF11 TO SCROLL FWD / PF10 TO SCROLL BACK

(MORE)

BD: 03-21-98 CIA BILL INQUIRY DIS

PAGE 6 OF 12

ACCT: 019 936 5392 001 NAME: LOWN HOUSE RESTAURANT
745 N 5TH ST

BILLER: SBS

FINAL BILL: 980621 LEAD

01	ACCOUNT	BILL	PAYMENT DUE
02	NUMBER	DATE	DATE
03	019 936 5392 001	MAR 21, 1998	APR 21, 1998

PAGE 6

05	LOWN HOUSE RESTAURANT	
06	AT&T Service	
07	Discount Activity	
08	LONG DISTANCE SERVICE	
09	Volume Discount On \$38.23	
09		\$15.29CR
10	Promotion Credit(s)	
10		\$5.73CR

SUBTOTAL

SA	PT
ACCT	CMD MOD

PF11 TO SCROLL FWD / PF10 TO SCROLL BACK

(MORE)

BD: 03-21-98 CIA BILL INQUIRY DIS

PAGE 6 OF 12

ACCT: 019 936 5392 001 NAME: LOWN HOUSE RESTAURANT
745 N 5TH ST

BILLER: SBS

FINAL BILL: 980621 LEAD

12 \$21.02CR

14 TOTAL

14 \$21.02CR

15 INBOUND LONG DISTANCE SERVICE

16 161 158 6310 111

17 LOWN HOUSE RESTAURANT

Volume Discount

17 \$38.23

\$15.29CR

18 Competitive Adv. Promo - MA051

18 15.00%

\$5.73CR

20 SUBTOTAL

20 \$21.02CR

SA
ACCTPT
CMD

MOD

PF11 TO SCROLL FWD / PF10 TO SCROLL BACK

(MORE)

9-25-1998 2:11PM

FROM BC SERVICES 3176335034

P. 10

BD: 03-21-98

CIA BILL INQUIRY DIS

PAGE 6 OF 12

ACCT: 019 936 5392 001

NAME: LOWN HOUSE RESTAURANT
745 N 5TH ST

BILLER: SBS

FINAL BILL: 980621 LEAD

TOTAL
\$21.02CR

22
22

SA
ACCT

PT
CMD MOD

PF11 TO SCROLL FWD / PF10 TO SCROLL BACK

(MORE)

BD: 03-21-98 CIA BILL INQUIRY CTS

PAGE 7 OF 12

ACCT: 019 936 5392 001 NAME: LOWN HOUSE RESTAURANT
745 N 5TH ST

BILLER: SBS

FINAL BILL: 980621 LEAD

PAGE 7

01	ACCOUNT	BILL	PAYMENT DUE
02	NUMBER	DATE	DATE
03	019 936 5392 001	MAR 21, 1998	APR 21, 1998

05 LOWN HOUSE RESTAURANT

06 AT&T Service

07 Summary of Usage by Call Type

08	NUMBER	INELIGIBLE	DISCOUNT	AVG RATE
09	OF CALLS	USAGE	AMOUNT	PER MIN

10	DURATION	ELIGIBLE
11	CALL TYPE	USAGE
12	LONG DISTANCE	

14 SWITCHED INBOUND

SA	PT
ACCT	CMD
	MOD

PF11 TO SCROLL FWD / PF10 TO SCROLL BACK

(MORE)

BD: 03-21-98 CIA BILL INQUIRY CTS

PAGE 7 OF 12

ACCT: 019 936 5392 001 NAME: LOWN HOUSE RESTAURANT
745 N 5TH ST

BILLER: SBS

FINAL BILL: 980621 LEAD

16	DIRECT DIAL				
17	Interstate	31	\$0.56	\$18.60CR	\$0.145
17		1:45:06	\$33.92		\$15.32
18	IntraLATA	8		2.42CR	0.135
18		14:00	4.31		1.89
20	TOTAL	39	\$0.56	\$21.02CR	\$0.144
20		1:59:06	\$38.23		\$17.21

SA
ACCTPT
CMD MOD

PF11 TO SCROLL FWD / PF10 TO SCROLL BACK

(MORE)

9-25-1998 2:12PM FROM BC SERVICES 3176335034

P.13

BD: 03-21-98 CIA BILL INQUIRY AAG

PAGE 8 OF 12

ACCT: 019 936 5392 001 NAME: LOWN HOUSE RESTAURANT
745 N 5TH ST

BILLER: SBS

FINAL BILL: 980621 LEAD

01	ACCOUNT	BILL	PAYMENT DUE
02	NUMBER	DATE	DATE
03	019 936 5392 001	MAR 21, 1998	APR 21, 1998

PAGE 8

05 LOWN HOUSE RESTAURANT
06 AT&T Service
07 Summary by Subaccount

09 016 428 1823 001
09 LONG DISTANCE SERVICE
10 LOWN HOUSE RESTAURANT
10 0 Total Calls
11 745 N 5TH ST
12 SPEARFISH SD 57783-2048

SA PT
ACCT CMD MOD

PF11 TO SCROLL FWD / PF10 TO SCROLL BACK

(MORE)

9-25-1998 2:12PM

FROM BC SERVICES 3176335034

P. 14

BD: 03-21-98

CIA BILL INQUIRY

AAG

PAGE

8 OF

12

ACCT: 019 936 5392 001

NAME: LOWN HOUSE RESTAURANT

BILLER: SBS

745 N 5TH ST

FINAL BILL: 980621 LEAD

14 Ref # 605 642 5663

16

SUBTOTAL

\$0.00

18 161 158 6310 111

18 LONG DISTANCE SERVICE

19 LOWN HOUSE RESTAURANT

19 39 Total Calls

20 745 N 5TH ST

20 1:59:06 Total Minutes/Seconds

21 SPEARFISH SD 57783-2048

21 Long Distance Charges

\$22.77

22 Federal Tax

0.68

SA

PT

ACCT

CMD

MOD

PF11 TO SCROLL FWD / PF10 TO SCROLL BACK

(MORE)

9-25-1998 2:13PM

FROM BC SERVICES 3176335034

P. 15

BD: 03-21-98

CIA BILL INQUIRY AAG

PAGE 8 OF 12

ACCT: 019 936 5392 001

NAME: LOWN HOUSE RESTAURANT
745 N 5TH ST

BILLER: SBS

FINAL BILL: 980621 LEAD

23 888 642 5663

23 State Tax

0.08

24 Local Tax

0.04

25 TOTAL LONG DISTANCE CHARGES

\$23.57

27 SUBTOTAL

\$23.57

29 TOTAL

\$23.57

SA
ACCT

PT
CMD

MOD

PF11 TO SCROLL FWD / PF10 TO SCROLL BACK

(MORE)

BD: 03-21-98 CIA BILL INQUIRY SUMA PAGE 9 OF 12

ACCT: 019 936 5392 001 NAME: LOWN HOUSE RESTAURANT
745 N 5TH ST

BILLER: SBS

FINAL BILL: 980621 LEAD

01	ACCOUNT	BILL	PAYMENT DUE	
02	NUMBER	DATE	DATE	
03	019 936 5392 001	MAR 21, 199	APR 21, 199	
04	LOWN HOUSE RESTAURANT			
05	AT&T Service			
06	Summary of Usage by Toll-Free Number			
07		NUMBER OF	USAGE	POST
08	TOLL-FREE	COMPLETED	ELIGIBLE FOR	DISCOUNT
09	NUMBER	CALLS	DISCOUNT	AMOUNT
11		DURATION	DISCOUNT	INCOMPLETE
12		(hh:mm:ss)	AMOUNT	CALL ATTEMPTS
13	Account: 161 158 6310 111 Calls Directed To: SD 605 642-5663			
13	From: FEB 22, 1998 To MAR 21, 1998			

SA
ACCT PT
CMD MOD

PF11 TO SCROLL FWD / PF10 TO SCROLL BACK

(MORE)

BD: 03-21-98 CIA BILL INQUIRY SUMA

PAGE 9 OF 12

ACCT: 019 936 5392 001 NAME: LOWN HOUSE RESTAURANT
745 N 5TH ST

BILLER: SBS

FINAL BILL: 980621 LEAD

15	888 642-5663					
16	Interstate	31	\$33.92	\$15.32		
16			1:45:06	\$18.60		3
17	IntraLATA	8	4.31	1.89		
17			14:00	2.42		0
19	SUBTOTAL FOR	39	\$38.23	\$17.21		
19	888 642-5663		1:59:06	\$21.02		3
21	SUBTOTAL FOR	39	\$38.23	\$17.21		
21	161 158 6310 111		1:59:06	\$21.02		3
23	TOTAL	39	\$38.23	\$17.21		

SA
ACCTPT
CMD MOD

PF11 TO SCROLL FWD / PF10 TO SCROLL BACK

(MORE)

9-25-1998 2:13PM

FROM BC SERVICES 3176335034

P. 18

BD: 03-21-98

CIA BILL INQUIRY SUMA

PAGE

9 OF

12

ACCT: 019 936 5392 001

NAME: LOWN HOUSE RESTAURANT
745 N 5TH ST

BILLER: SBS

FINAL BILL: 980621 LEAD

23

1:59:06

\$21.02

3

SA
ACCT

PT
CMD

MOD

PF11 TO SCROLL FWD / PF10 TO SCROLL BACK

(MORE)

9-25-1998 2:14PM FROM EC SERVICES 3176335034

P. 19

BD: 03-21-98 CIA BILL INQUIRY SUMA

PAGE 10 OF 12

ACCT: 019 936 5392 001 NAME: LOWN HOUSE RESTAURANT
745 N 5TH ST

BILLER: SBS

FINAL BILL: 980621 LEAD

01	ACCOUNT	BILL	PAYMENT DUE	PAGE 10
02	NUMBER	DATE	DATE	
03	019 936 5392 001	MAR 21, 1998	APR 21, 1998	
04	SUBACCOUNT		161 158 6310 111	
05	LOWN HOUSE RESTAURANT			
06	AT&T Service			

08 Billing detail continues on next page.

SA PT
ACCT CMD MOD
PF11 TO SCROLL FWD / PF10 TO SCROLL BACK

(MORE)

9-25-1998 2:14PM FROM BC SERVICES 3176335034

P. 20

BD: 03-21-98 CIA BILL INQUIRY SUM

PAGE 11 OF 12

ACCT: 019 936 5392 001 NAME: LOWN HOUSE RESTAURANT
745 N 5TH ST

BILLER: SBS

FINAL BILL: 980621 LEAD

01	ACCOUNT	BILL	PAYMENT DUE
02	NUMBER	DATE	DATE
03	019 936 5392 001	MAR 21, 1998	APR 21, 1998
04	SUBACCOUNT		161 158 6310 111
05	LOWN HOUSE RESTAURANT		
06	AT&T Service		
07	Summary of Charges		

PAGE 11

10 ACCOUNT STATUS (double-sided)
10 TOTAL DISCOUNTS

12 ADJUSTMENTS \$0.00
12 The Total Long Distance Discount

SA PT
ACCT CMD MOD

PF11 TO SCROLL FWD / PF10 TO SCROLL BACK

(MORE)

9-25-1998 2:14PM FROM BC SERVICES 3176335034

P. 21

BD: 03-21-98 CIA BILL INQUIRY SUM

PAGE 11 OF 12

ACCT: 019 936 5392 001 NAME: LOWN HOUSE RESTAURANT
745 N 5TH ST

BILLER: SBS

FINAL BILL: 980621 LEAD

13 TOTAL CURRENT CHARGES \$23.57
13 For Your Account Is

\$21.02

15 LOCATION AMOUNT \$23.57

21 MONTHLY CHARGES

AMOUNT

23 LONG DISTANCE SERVICE

24 800 Domestic Monthly Fee

25 800 Domestic Monthly Fee

\$5.00

27

SUBTOTAL

\$5.00

SA
ACCT

PT
CMD

MOD

PF11 TO SCROLL FWD / PF10 TO SCROLL BACK

(MORE)

9-25-1998 2:14PM FROM BC SERVICES 3176335034

P 22

BD: 03-21-98 CIA BILL INQUIRY SUM

PAGE 11 OF 12

ACCT: 019 936 5392 001 NAME: LOWN HOUSE RESTAURANT
745 N 5TH ST

BILLER: SBS

FINAL BILL: 980621 LEAD

29 USAGE CHARGES

31 LONG DISTANCE SERVICE

32 INBOUND

33 Usage Eligible For Discount

\$38.23

34 Usage Ineligible For Discount

0.56

35 Charge Includes \$0.56

36 For 2 Pay Phone Originated Call(s)

38

SUBTOTAL

\$38.79

40 DISCOUNT ACTIVITY

41 LONG DISTANCE SERVICE

42

\$21.02CR

SA
ACCT

PT
CMD MOD

PF11 TO SCROLL FWD / PF10 TO SCROLL BACK

(MORE)

BD: 03-21-98 CIA BILL INQUIRY SUM

PAGE 11 OF 12

ACCT: 019 936 5392 001 NAME: LOWN HOUSE RESTAURANT
745 N 5TH ST

BILLER: SBS

FINAL BILL: 980621 LEAD

44 SUBTOTAL \$21.02CR

46 TAXES

48 LONG DISTANCE SERVICE

49 Federal Tax

\$0.68

50 State Tax

0.08

51 Local Tax

0.04

53 SUBTOTAL \$0.80

55 TOTAL CURRENT CHARGES \$23.57

SA PT
ACCT CMD MOD

PF11 TO SCROLL FWD / PF10 TO SCROLL BACK

(MORE)

9-25-1998 2:15PM FROM BC SERVICES 3176335034

P. 24

BD: 03-21-98 CIA BILL INQUIRY SUMA

PAGE 12 OF 12

ACCT: 019 936 5392 001 NAME: LOWN HOUSE RESTAURANT
745 N 5TH ST

BILLER: SBS

FINAL BILL: 980621 LEAD

PAGE 12

01	ACCOUNT	BILL	PAYMENT DUE
02	NUMBER	DATE	DATE
03	019 936 5392 001	MAR 21, 199	APR 21, 199
04		161 158 6310 111	

05 LOWN HOUSE RESTAURANT

06 AT&T Service

07 Summary of Usage by Toll-Free Number

08		NUMBER OF	USAGE	POST
09	TOLL-FREE	COMPLETED	ELIGIBLE FOR	DISCOUNT
10	NUMBER	CALLS	DISCOUNT	AMOUNT

12	DURATION	DISCOUNT	INCOMPLETE
13	(hh:mm:ss)	AMOUNT	CALL ATTEMPTS
14	Calls Directed To: SD 605 642-5663		

SA PT
ACCT CMD MOD

PF11 TO SCROLL FWD / PF10 TO SCROLL BACK

(MORE)

BD: 03-21-98 CIA BILL INQUIRY SUMA
THIS IS THE LAST SCREEN FOR THIS ACCOUNT
ACCT: 019 936 5392 001 NAME: LOWN HOUSE RESTAURANT
745 N 5TH ST

PAGE 12 OF 12

BILLER: SBS

FINAL BILL: 980621 LEAD

14	From: FEB 22, 1998 To MAR 21, 1998				
16	888 642-5663				
17	Interstate	31	\$33.92	\$15.32	
17		1:45:06	\$18.60		3
18	IntraLATA	8	4.31	1.89	
18		14:00	2.42		0
20	SUBTOTAL FOR	39	\$38.23	\$17.21	
20	888 642-5663	1:59:06	\$21.02		3
22	TOTAL	39	\$38.23	\$17.21	
22		1:59:06	\$21.02		3

SA PT
ACCT CMD MOD
PF11 TO SCROLL FWD / PF10 TO SCROLL BACK

9-28-1998 9:54AM FROM BC SERVICES 3176335034

P.2

BD: 03-21-98

CIA CALL DETAIL

PAGE 13 OF 13

ACCT IN BILL PULL

ACCT: 019 936 5392 001 SUB: 161 158 6310 111

DSC:

NAME: LOWN HOUSE RESTAURANT (INBOUND)

PCP:

NO.	DATE	TIME	PLACE	AREA/NUM	MN/SC	TYPE	RT	AMOUNT
LINE NO. 605-642-5663								
01	02/24	01:11P	SPEARFISH SD	888-642-5663	.30	0X1A	P	0.08 V
			FR:NO HOLLYWD CA	818-509-0276				
02	02/24	04:57P	SPEARFISH SD	888-642-5663	.30	0X1A	P	0.06 V
			FR:GREATFALLS MT	406-453-3906				
03	02/25	01:42P	SPEARFISH SD	888-642-5663	.48	0X1A	P	0.12 V
			FR:EAGLERIVER WI	715-479-9630				
04	02/28	03:05P	SPEARFISH SD	888-642-5663	.30	0X1A	O	0.08 V
			FR:GREATFALLS MT	406-453-3906				
05	03/01	08:48P	SPEARFISH SD	888-642-5663	.30	0X1A	O	0.08 V
			FR:GREATFALLS MT	406-453-3906				
06	03/02	10:00P	SPEARFISH SD	888-642-5663	17.36	0X1A	O	2.56 V
			FR:GREATFALLS MT	406-453-3906				
07	03/03	01:27P	SPEARFISH SD	888-642-5663	.30	0X1A	P	0.08 V
			FR:GREATFALLS MT	406-453-3906				

ACCT CMD MOD (MORE)

BD: 03-21-98

CIA CALL DETAIL

PAGE 13 OF 13

ACCT: 019 936 5392 001 SUB: 161 158 6310 111

DSC:

NAME: LOWN HOUSE RESTAURANT (INBOUND)

PCP:

NO.	DATE	TIME	PLACE	AREA/NUM	MN/SC	TYPE	RT	AMOUNT
LINE NO. 605-642-5663								
08	03/03	06:33P	SPEARFISH SD	888-642-5663	.30	0X1A	O	0.08 V
			FR:SIOUX CITY IA	712-277-3669				
09	03/03	07:22P	SPEARFISH SD	888-642-5663	.30	0X1A	O	0.08 V
			FR:SIOUX CITY IA	712-277-3669				
10	03/03	09:54P	SPEARFISH SD	888-642-5663	25.36	0X1A	O	3.72 V
			FR:GREATFALLS MT	406-453-3906				
11	03/04	12:52P	SPEARFISH SD	888-642-5663	7.24	0X1A	P	1.07 V
			FR:EAGLERIVER WI	715-479-9630				
12	03/04	01:19P	SPEARFISH SD	888-642-5663	1.36	0X1A	P	0.23 V
			FR:SIOUX CITY IA	712-277-3669				
13	03/04	03:06P	SPEARFISH SD	888-642-5663	6.30	0X1A	P	0.94 V
			FR:MUSCATINE IA	319-264-4211				
14	03/04	03:19P	SPEARFISH SD	888-642-5663	17.24	0X1A	P	2.51 V
			FR:GREATFALLS MT	406-453-3906				

ACCT

CMD

MOD

(MORE)

BD: 03-21-98

CIA CALL DETAIL

PAGE 13 OF 13

ACCT: 019 936 5392 001 SUB: 161 158 6310 111

DSC:

NAME: LOWN HOUSE RESTAURANT (INBOUND)

PCP:

NO.	DATE	TIME	PLACE	AREA/NUM	MN/SC	TYPE	RT	AMOUNT
LINE NO. 605-642-5663								
15	03/06	11:05A	SPEARFISH SD	888-642-5663	.30	OX1A	P	0.08 V
			FR:HALLS LAKE WA	425-743-2927				
16	03/06	11:08A	SPEARFISH SD	888-642-5663	.30	OX1A	P	0.08 V
			FR:HALLS LAKE WA	425-743-2927				
17	03/09	02:25P	SPEARFISH SD	888-642-5663	.30	OX1A	P	0.08 V
			FR:EAGLERIVER WI	715-479-9630				
18	03/09	03:28P	SPEARFISH SD	888-642-5663	1.42	OX1A	P	0.25 V
			FR:EAGLERIVER WI	715-479-9630				
19	03/09	03:45P	SPEARFISH SD	888-642-5663	3.36	OX1A	P	0.52 V
			FR:EAGLERIVER WI	715-479-9630				
20	03/11	09:58P	SPEARFISH SD	888-642-5663	.30	OX1A	O	0.08 V
			FR:GREATFALLS MT	406-453-3906				
21	03/12	10:08P	SPEARFISH SD	888-642-5663	1.48	OX1A	O	0.25 V
			FR:GREATFALLS MT	406-453-3906				

ACCT

CMD

MOD

(MORE)

9-28-1998 9:55AM FROM BC SERVICES 3176335034

P.5

BD: 03-21-98

CIA CALL DETAIL

PAGE 13 OF 13

ACCT: 019 936 5392 001 SUB: 161 158 6310 111

DSC:

NAME: LOWN HOUSE RESTAURANT (INBOUND)

PCP:

NO.	DATE	TIME	PLACE	AREA/NUM	MN/SC	TYPE	RT	AMOUNT
LINE NO. 605-642-5663								
22	03/15	08:07P	SPEARFISH SD	888-642-5663	.30	0X1A	O	0.08 V
			FR:GREATFALLS MT	406-453-3906				
23	03/16	05:41P	SPEARFISH SD	888-642-5663	.36	0X1A	O	0.08 V
			FR:GREATFALLS MT	406-453-3906				
24	03/17	07:28P	SPEARFISH SD	888-642-5663	.42	0X1A	O	0.11 V
			FR:PCNCA CITY OK	580-765-6216				
25	03/17	07:38P	SPEARFISH SD	888-642-5663	.30	0X1A	O	0.08 V
			FR:MINNEAPOLS MN	612-789-5363				
26	03/18	11:41A	SPEARFISH SD	888-642-5663	.30	0X1A	P	0.08 V
			FR:TALLAHASSE FL	850-487-4726				
27	03/19	08:37A	SPEARFISH SD	888-642-5663	.30	0X1A	P	0.08 V
			FR:SULPHUR LA	318-527-3368				
28	03/19	08:38A	SPEARFISH SD	888-642-5663	.30	0X1A	P	0.08 V
			FR:SULPHUR LA	318-527-3368				

ACCT

CMD

MOD

(MORE)

9-28-1998 9:55AM FROM BC SERVICES 3176335034

P.6

BD: 03-21-98

CIA CALL DETAIL

PAGE

13 OF

13

ACCT: 019 936 5392 001 SUB: 161 158 6310 111

DSC:

NAME: LOWN HOUSE RESTAURANT (INBOUND)

PCP:

NO.	DATE	TIME	PLACE	AREA/NUM	MN/SC	TYPE	RT	AMOUNT
-----	------	------	-------	----------	-------	------	----	--------

LINE NO. 605-642-5663

29	03/19	05:19P	SPEARFISH SD	888-642-5663	10.42	0X1A	O	1.54 V
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FR:GREATFALLS MT 406-453-3906

30	03/20	12:43P	SPEARFISH SD	888-642-5663	.36	0X1A	P	0.36 V
----	-------	--------	--------------	--------------	-----	------	---	--------

FR:ST LOUIS MO 314-421-9973

31	03/21	06:37P	SPEARFISH SD	888-642-5663	.30	0X1A	O	0.36 V
----	-------	--------	--------------	--------------	-----	------	---	--------

FR:ST LOUIS MO 314-342-9336

32	02/25	09:39A	SPEARFISH SD	888-642-5663	.30	0X3A	P	0.07 V
----	-------	--------	--------------	--------------	-----	------	---	--------

FR:SPEARFISH SD 605-642-3523

33	02/26	08:49A	SPEARFISH SD	888-642-5663	.30	0X3A	P	0.07 V
----	-------	--------	--------------	--------------	-----	------	---	--------

FR:STURGIS SD 605-347-6217

34	02/27	07:25A	SPEARFISH SD	888-642-5663	.30	0X3A	O	0.07 V
----	-------	--------	--------------	--------------	-----	------	---	--------

FR:STURGIS SD 605-347-6217

35	03/03	02:07P	SPEARFISH SD	888-642-5663	.48	0X3A	P	0.11 V
----	-------	--------	--------------	--------------	-----	------	---	--------

FR:RAPID CITY SD 605-343-8393

ACCT

CMD

MOD

(MORE)

9-28-1998 9:55AM FROM BC SERVICES 3176335034

P. 7

BD: 03-21-98

CIA CALL DETAIL

PAGE 13 OF 13

ACCT: 019 936 5392 001 SUB: 161 158 6310 111
NAME: LOWN HOUSE RESTAURANT (INBOUND)

DSC:

PCP:

NO.	DATE	TIME	PLACE	AREA/NUM	MN/SC	TYPE	RT	AMOUNT
			LINE NO. 605-642-5663					
36	03/04	09:50P	SPEARFISH SD	888-642-5663	9.54	0X3A	O	1.32 V
			FR:ABERDEEN SD	605-225-2278				
37	03/06	09:21A	SPEARFISH SD	888-642-5663	.30	0X3A	P	0.07 V
			FR:RAPID CITY SD	605-348-5183				
38	03/07	10:46A	SPEARFISH SD	888-642-5663	.30	0X3A	O	0.07 V
			FR:RAPID CITY SD	605-341-5015				
39	03/13	04:15P	SPEARFISH SD	888-642-5663	.48	0X3A	P	0.11 V
			FR:RAPID CITY SD	605-341-3085				

ACCT

CMD

MOD

000019474

Account Number	Bill Date	Payment Due Date
019 936 5392 001	APR 21, 1998	MAY 21, 1998

LOWN HOUSE RESTAURANT
745 N 5TH ST
SPEARFISH SD 57783-2048

REF # 405 442 9663

AT&T Service		For Customer Care: 1-800-524-2455	
ACCOUNT STATUS PREVIOUS BALANCE \$239.26 PAYMENTS \$0.00 ADJUSTMENTS \$0.00 TOTAL CURRENT CHARGES \$10.59 TOTAL AMOUNT DUE \$249.85		TOTAL DISCOUNTS The Total Long Distance Discount For Your Account Is \$6.44	

**** Important News About Your Account ****

Just For Your Business

AT&T ALL -- We have ideas to help your business grow!! Capture the Canadian market! Open your AT&T Toll-Free number to Canada. It is simple to do! Just call 1 800 222-0400 to get started or for additional information.

Account Status

For your convenience, the Federal Tax ID Number in association with the Internal Revenue Service W9 form for AT&T Corporation is 13-4924710. Please be advised that since AT&T is classified as a corporation, the IRS does not require you to file a W-2 form for taxes paid directly to AT&T.

You are no longer authorized to use this service. Mail your payment today.

See next page for more news!

PLEASE MAKE CHECKS PAYABLE TO AT&T AND INCLUDE YOUR ACCOUNT NUMBER ON PAYMENT.
PLEASE MAKE SURE THAT THE AT&T P.O. BOX ADDRESS IS SHOWING THROUGH THE ENVELOPE WINDOW.

TO ENSURE PROPER CREDIT, PLEASE DETACH THIS PORTION AND RETURN WITH REMITTANCE.

008456 2 AB .491 A35



LOWN HOUSE RESTAURANT
745 N 5TH ST
SPEARFISH SD 57783-2048



Account Number: 019 936 5392 001
Bill Date: APR 21, 1998
Payment Due Date: MAY 21, 1998

Total Amount Due: **\$249.85**
Amount Enclosed: \$

Check here if name, address,
or telephone number has
changed. See reverse side.



Please send Payments to:
AT&T
P.O. BOX 27-680
KANSAS CITY, MO
64180-0680



01993653920010562500000024985000000105900000000002

SC#25-05

TO REPLACE LOST OR STOLEN AT&T CARDS CALL 1-800-CALL-ATT

AT&T CALL TYPE AND RATING INFORMATION

CALL TYPE

CCO - Operator Handled Card Calls
 CCP - Calling Card Person Call
 CCS - Calling Card Station Call
 CEL - Cellular Calls
 DDC - Direct Dialed Call
 DFR - Direct Dialed Call - Per Minute Or Flat Rate Applied
 INT - Interrupt Request
 OSP - Operator Handled Person Call Billed To Third Number Or Special Billing Number
 OBS - Operator Handled Station Call Billed To Third Number Or Special Billing Number
 OCP - Operator Handled Person Collect Call
 OCS - Operator Handled Station Collect Call
 ODR - Operator Handled Station Call-Dial Rate Applied
 OHP - Operator Handled Person Call
 OHS - Operator Handled Station Call
 VER - Verification Request

RATE PERIOD

DAY - Day
 DAYSA - Daytime Savings Time
 DISAB - Disabled Person Discount Rate Applied
 DISC - Discount
 ECON - Economy
 EVE - Evening
 MFLAT - Per Minute Or Flat Rate
 MULTI - Multi-rated (More Than One Rate Period Applies)
 MXSPC - Mexico Special Rate
 NT/WK - Night/Weekend
 OPEAK - Off Peak (Evening & Night/Weekend Or Discount & Economy)
 PEAK - Peak (Day or Standard)
 SPECL - Special Additional Discount Rate Applied
 STAND - Standard

Note: An Operator Service Charge will apply when the Customer has the capability of dialing the called number, but elects to have the Operator dial the called number.

(&) - Call displayed more than once to identify separate rate periods.

PLEASE NOTE ONLY THE ITEMS THAT HAVE CHANGED

Company Name																				
Attention																				
Street Address																				
City - State																				
Zip Code									Area Code and Phone Number											

HAS YOUR BUSINESS MOVED ? Y ____ N ____

HAS OWNERSHIP CHANGED ? Y ____ N ____

000019476

Page 3

LOWE HOUSE RESTAURANT
745 N 5TH ST
SPEARFISH SD 57783-2048

REF # 405 442 5443

Account Number	Bill Date	Payment Due Date
019 936 5392 001	APR 21, 1998	MAY 21, 1998

AT&T Service**Regulatory News**

For questions about recently enacted Access Reform regulatory charges (Universal Connectivity Charge and Carrier Line Charge), please call 1 800 594-8505 or visit our web site at http://www.att.com/access_reform/.

Account Number	Bill Date	Payment Due Date
019 936 5392 001	APR 21, 1998	MAY 21, 1998

LOWE HOUSE RESTAURANT
745 N. 5TH ST.
SPEARFISH SD 57783-2048

REF # 605 642 9445

AT&T Service

Billing detail continues on next page.

LOWN HOUSE RESTAURANT
745 N. 9TH ST
SPEARFISH SD 57783-2048

REF # 405 442 5463

Account Number	BRI Date	Payment Due Date
019 936 5392 001	APR 21, 1998	MAY 21, 1998

AT&T Service
Summary of Charges

EXPLANATION	AMOUNT
MONTHLY CHARGES	
LONG DISTANCE SERVICE	
AT&T Service	\$5.00
Monthly Fee	5.00
Fee Waived Due To Calls In Excess Of \$5.00	
INBOUND	
600 Domestic Monthly Fee	5.00
SUBTOTAL	\$5.00
USAGE CHARGES	
LONG DISTANCE SERVICE	
INBOUND	
Usage Eligible For Discount	\$8.81
Usage Ineligible For Discount	0.28
Charge Includes \$0.28	
For 1 Pay Phone Originated Call(s)	
SUBTOTAL	\$9.09
DISCOUNT ACTIVITY	
LONG DISTANCE SERVICE	\$4.84
SUBTOTAL	\$4.84
REGULATORY FEES	
LONG DISTANCE SERVICE	
Universal Connectivity Charge	\$0.30
Carrier Line Charge	0.53
SUBTOTAL	\$0.83
TAXES	
LONG DISTANCE SERVICE	
Federal Tax	\$0.30
State Tax	0.14
Local Tax	0.07
SUBTOTAL	\$0.51
TOTAL CURRENT CHARGES	\$10.59

LOWN HOUSE RESTAURANT
745 N 5TH ST
SPEARFISH SD 57783-2048

REF # 405 642 5663

Account Number	Bill Date	Payment Due Date
019 936 5392 001	APR 21, 1998	MAY 21, 1998

AT&T Service

Discount Activity

DISCOUNT ACTIVITY FOR ENTIRE ACCOUNT	DISCOUNT AMOUNT
LONG DISTANCE SERVICE	
Volume Discount On \$8.81	\$3.52*
Promotion Credit(s)	\$1.32*
SUBTOTAL	\$4.84*
TOTAL	\$4.84*

ACCOUNT	EXPLANATION	USAGE ELIGIBLE FOR DISCOUNT	DISCOUNT PERCENTAGE	DISCOUNT AMOUNT
INBOUND 161 158 4510 111 LOWN HOUSE RESTAURANT 745 N 5TH ST SPEARFISH SD 57783-2048	LONG DISTANCE SERVICE Volume Discount Competitive Adv. Promo - MA051	\$8.81	15.00%	\$3.52* \$1.32*
SUBTOTAL				\$4.84*
TOTAL				\$4.84*

* Due to rounding the location discount may differ slightly from the total discount at the national level.

LOWE HOUSE RESTAURANT
745 N 8TH ST
SPEARFISH SD 57783-2040

REF: 0 408 642 8643

Account Number	Billing Date	Payment Due Date
019 936 5392 001	APR 21, 1998	MAY 21, 1998

AT&T Service							
Summary of Usage by Call Type							
CALL TYPE	NUMBER OF CALLS	DURATION (Minutes)	USAGE ELIGIBLE FOR DISCOUNT	USAGE ELIGIBLE FOR DISCOUNT	DISCOUNT AMOUNT	POST DISCOUNT AMOUNT	AVERAGE RATE PER MINUTE
LONG DISTANCE							
SWITCHED INBOUND							
DIRECT DIAL							
Interstate	8	4:36		\$1.46	\$3.00	\$0.66	\$0.1434
IntraLATA	21	23:54	0.28	7.35	4.04	3.31	0.1384
TOTAL	29	28:30	0.28	8.81	7.04	5.97	0.1392

The Average Rate Per Minute combines peak/off-peak calls and discounts. Ineligible usage is not included in the Average Rate Per Minute calculation.

The discount amount per call is reduced when the threshold has been exceeded.

Account Number	Bill Date	Payment Due Date
019 936 5392 001	APR 21, 1998	MAY 21, 1998

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LOWN HOUSE RESTAURANT
745 N 5TH ST
SPEARFISH SD 57783-2048

REF # 605 642 5663

AT&T Service Summary by Subaccount

SUBACCOUNT	EXPLANATION	AMOUNT
016 428 1823 001 LOWN HOUSE RESTAURANT 745 N 5TH ST SPEARFISH SD 57783-2048 Ref # 605 642 5663	LONG DISTANCE SERVICE 0 Total Calls	
	SUBTOTAL	00.00
161 158 6310 111 LOWN HOUSE RESTAURANT 745 N 5TH ST SPEARFISH SD 57783-2048 888 642 5663	LONG DISTANCE SERVICE 29 Total Calls 0:28:30 Total Minutes/Seconds Long Distance Charges Federal Tax State Tax Local Tax TOTAL LONG DISTANCE CHARGES	69.25 0.28 0.14 0.07 69.74
	SUBTOTAL	69.74
	TOTAL	69.74

LOWE HOUSE RESTAURANT
745 N 5TH ST
SPEARFISH SD 57763-2000

REF 0 605 642 5663

Account Number	Bill Date	Payment Due Date
019 936 5392 001	APR 21, 1998	MAY 21, 1998

AT&T Service

Summary of Usage by Toll-Free Number

TOLL-FREE NUMBER	NUMBER OF COMPLETED CALLS	DURATION (hh:mm:ss)	USAGE ELIGIBLE FOR DISCOUNT	DISCOUNT AMOUNT	POST DISCOUNT AMOUNT	INCOMPLETE CALL ATTEMPTS
Account: 161 156 6310 111 Calls Directed To: SD 605 642-5663 From: MAY 22, 1997 To: APR 21, 1998						
888 642-5663						
Interstate	8	4:36	\$1.46	\$0.80%	\$0.66	0
IntraLATA	21	23:54	7.35	4.00%	3.31	3
SUBTOTAL FOR 888 642-5663	29	28:30	\$8.81	\$4.80%	\$5.97	3
SUBTOTAL FOR 161-156-6310-111	29	28:30	\$8.81	\$4.80%	\$5.97	3
TOTAL	29	28:30	\$8.81	\$4.80%	\$5.97	3

2 Incomplete calls are not billed; e.g. Busy, No Answer

000014491

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LONN HOUSE RESTAURANT
748 W. 5TH ST.
BREA, CA 92603-2848

Account Number	Bill Date	Payment Due Date
019 936 5392 001	APR 21, 1998	MAY 21, 1998

A&T Service

Summary of Usage by Toll-Free Number

Billing detail continues on next page.

LOWE HOUSE RESTAURANT
743 W 5TH ST
SPEARFISH SD 57783-2948

Account Number	Billing Date	Payment Due Date
019 936 5392 001	APR 21, 1998	MAY 21, 1998

Subaccount: 161.158 6310.111

AT&T Service

Summary of Charges

ACCOUNT STATUS		TOTAL DISCOUNTS	
ADJUSTMENTS	\$0.00	The Total Long Distance Discount	
TOTAL CURRENT CHARGES	\$9.74	For Your Account Is	\$4.84
LOCATION AMOUNT	\$9.74		
EXPLANATION		AMOUNT	
MONTHLY CHARGES			
LONG DISTANCE SERVICE			
INBOUND			
800 Domestic Monthly Fee			
SUBTOTAL			
USAGE CHARGES			
LONG DISTANCE SERVICE			
INBOUND			
Usage Eligible For Discount			
Usage Ineligible For Discount			
Charge Includes \$0.28			
For 1 Pay Phone Originated Call(s)			
SUBTOTAL			
DISCOUNT ACTIVITY			
LONG DISTANCE SERVICE			
SUBTOTAL			
TAXES			
LONG DISTANCE SERVICE			
Federal Tax			
State Tax			
Local Tax			
SUBTOTAL			
TOTAL CURRENT CHARGES			

LOWE MOIST RESTAURANT
745 N 5TH ST
SPEARFISH SD 57763-2948

Account Number	Bill Date	Payment Due Date
019 936 5392 001	APR 21, 1998	MAY 21, 1998

Subaccount: 161 158 6310 111

AT&T Service

Summary of Usage by Toll-Free Number

TOLL-FREE NUMBER	NUMBER OF COMPLETED CALLS	DURATION (HH:MM:SS)	USAGE ELIGIBLE FOR DISCOUNT	DISCOUNT AMOUNT	POST DISCOUNT AMOUNT	INCOMPLETE CALL ATTEMPTS
Calls Directed To: SD 605 642-5663 From: MAR 22, 1998 To APR 21, 1998						
888 642-5663	8	4:36	\$1.46	\$0.80	\$0.66	0
Interstate	21	23:54	7.35	4.04	3.31	3
IntraLATA						
SUBTOTAL FOR 888 642-5663	29	28:30	\$8.81	\$4.84	\$3.97	3
TOTAL	29	28:30	\$8.81	\$4.84	\$3.97	3

2 Incomplete calls are not billed; e.g. Busy, No Answer.

LOWE HOUSE RESTAURANT
745 N 5TH ST
SPEARFISH SD 57783-2046

Account Number	Bill Date	Payment Due Date
019 936 5392 001	APR 21, 1998	MAY 21, 1998

Subaccount: 161 158 6310 111

AT&T Service	Call Detail
--------------	-------------

LINE	DATE	TIME (MHHSS)	PLACE	CALLER PHONE NUMBER	NUMBER	TIME OF DAY	POST DISCOUNT AMOUNT	ITEM	DATE	TIME (MHHSS)	PLACE	CALLER PHONE NUMBER	DURATION (Minutes)	TIME OF DAY	POST DISCOUNT AMOUNT
------	------	--------------	-------	---------------------	--------	-------------	----------------------	------	------	--------------	-------	---------------------	--------------------	-------------	----------------------

LONG DISTANCE SERVICE

ELIGIBLE FOR DISCOUNT

BILLED NUMBER: 688 642-8443

TOLL-FREE NUMBER: 888 642-8443

INTERSTATE TOLL-FREE CALLS

1	5/25/98	7:46:03P	MINNEAPOLIS	MM 612 789-5777	0:36	OPEAK	0.00								
2	5/25/98	8:11:00A	BLUMFORD	IL 618 732-0887	0:36	PEAK	0.00								
3	5/26/98	6:54:13P	MINNEAPOLIS	MM 612 627-3887	0:36	PEAK	0.00								
4	5/27/98	6:47:23P	MINNEAPOLIS	MM 612 789-5343	0:36	OPEAK	0.00								
5	5/28/98	8:53:03P	MINNEAPOLIS	MM 612 789-5343	0:36	OPEAK	0.00								
6	5/28/98	10:20:40P	MINNEAPOLIS	MM 612 789-5343	0:36	OPEAK	0.00								
7	5/28/98	10:22:56P	MINNEAPOLIS	MM 612 789-5343	0:36	OPEAK	0.00								
8	5/31/98	7:50:15A	MINNEAPOLIS	MM 612 789-5343	0:36	OPEAK	0.00								

INTERSTATE TOLL-FREE CALLS

9	5/24/98	12:10:25A	RAPID CITY	SD 605 342-9689	0:36	OPEAK	0.07								
10	5/27/98	11:40:18A	RAPID CITY	SD 605 342-9689	0:36	PEAK	0.44								
11	5/27/98	6:25:09P	RAPID CITY	SD 605 342-9689	0:36	OPEAK	0.29								
12	5/27/98	7:32:29P	STURGEON	SD 605 347-4217	1:12	OPEAK	0.14								
13	5/27/98	7:32:18P	RAPID CITY	SD 605 342-9689	0:36	OPEAK	0.70								
14	5/28/98	11:54:12A	RAPID CITY	SD 605 342-9689	1:06	OPEAK	0.13								
15	5/28/98	3:46:16P	RAPID CITY	SD 605 342-9689	1:06	OPEAK	0.14								
16	5/31/98	12:13:25A	SIOUX FALLS	SD 605 332-0875	0:36	PEAK	0.07								
17	5/25/98	6:54:15A	RAPID CITY	SD 605 342-9689	1:36	PEAK	0.22								
18	5/26/98	12:34:16P	RAPID CITY	SD 605 342-9689	0:36	OPEAK	0.07								
19	5/26/98	1:44:00P	RAPID CITY	SD 605 342-9689	0:36	OPEAK	0.07								
20	5/26/98	2:35:06P	RAPID CITY	SD 605 342-9689	0:36	OPEAK	0.07								
21	5/26/98	3:01:55P	RAPID CITY	SD 605 342-9689	0:36	OPEAK	0.07								
22	5/26/98	3:12:57P	RAPID CITY	SD 605 342-9689	0:36	OPEAK	0.07								
23	5/26/98	3:22:21P	RAPID CITY	SD 605 342-9689	0:36	OPEAK	0.07								
24	5/26/98	6:43:26P	RAPID CITY	SD 605 342-9689	0:36	OPEAK	0.07								
25	5/26/98	9:23:00P	RAPID CITY	SD 605 342-9689	0:36	OPEAK	0.07								
26	5/26/98	9:45:10P	RAPID CITY	SD 605 342-9689	0:36	OPEAK	0.07								
27	5/27/98	5:56:24P	RAPID CITY	SD 605 342-9689	0:36	OPEAK	0.07								
28	5/27/98	8:53:15A	RAPID CITY	SD 605 342-9689	0:36	PEAK	0.13								
29	5/28/98	8:52:47P	SIOUX FALLS	SD 605 332-0875	1:36	OPEAK	0.21								

*****TOTAL FEE: \$4.70*****

*****TOTAL FEE: \$4.70*****

Account Number	Bill Date	Payment Due Date
019 936 5392 001	MAY 21, 1998	JUN 21, 1998

LOWN HOUSE RESTAURANT
745 N 5TH ST
SPEARFISH SD 57783-2048

REF # 625 642 5667

AT&T Service

For Customer Care: 1-800-526-2455

ACCOUNT STATUS

PREVIOUS BALANCE \$249.85
PAYMENTS \$0.00
ADJUSTMENTS \$0.00
TOTAL CURRENT CHARGES \$14.61

TOTAL DISCOUNTS

The Total Long Distance Discount
For Your Account is \$17.98

TOTAL AMOUNT DUE **\$264.66**

**** Important News About Your Account ****

Just For Your Business

What does 877 have in common with 800 and 888? 877 is the newest of the Toll-Free Exchanges, added as a result of the continued high demand for toll-free service. If you are interested in ordering toll-free service or want additional information, check out our website at www.att.com/tollfree/.

Did you know...if you currently access AT&T by dialing 10-ATT (288), please make note of the following change: Effective July 1, 1998, 10-ATT will be changing to 10-10-ATT due to FCC mandated changes.

For additional information on AT&T local toll service, check out our website at www.att.com.

See next page for more news!

PLEASE MAKE CHECKS PAYABLE TO AT&T AND INCLUDE YOUR ACCOUNT NUMBER ON PAYMENT.
PLEASE MAKE SURE THAT THE AT&T P.O. BOX ADDRESS IS SHOWING THROUGH THE ENVELOPE WINDOW.

ENSURE PROPER CREDIT, PLEASE DETACH THIS PORTION AND RETURN WITH REMITTANCE.

008742 2 AB .491 A35
LOWN HOUSE RESTAURANT
745 N 5TH ST
SPEARFISH SD 57783-2048



Account Number: 019 936 5392 001
Bill Date: MAY 21, 1998
Payment Due Date: JUN 21, 1998

ck here if name, address,
telephone number has
nged. See reverse side.

Please send Payments to:
AT&T
P.O. BOX 27-680
KANSAS CITY, MO
64180-0680

Total Amount Due: **\$264.66**

Amount Enclosed:

01993653920010562500000026466000000148100000000005

TO REPLACE LOST OR STOLEN AT&T CARDS CALL 1-800-CALL-ATT

AT&T CALL TYPE AND RATING INFORMATION

CALL TYPE	RATE PERIOD
CCO - Operator Handled Card Calls	DAY - Day
CCP - Calling Card Person Call	DAYS - Daytime Savings Time
CCS - Calling Card Station Call	DISAB - Disabled Person Discount Rate
CEL - Cellular Calls	Applied
DDC - Direct Dialed Call	DISC - Discount
DFR - Direct Dialed Call - Per Minute Or Flat Rate Applied	ECON - Economy
INT - Interrupt Request	EVE - Evening
OBP - Operator Handled Person Call Billed To Third Number Or Special Billing Number	MFLAT - Per Minute Or Flat Rate
OBS - Operator Handled Station Call Billed To Third Number Or Special Billing Number	MULTI - Multi-rated (More Than One Rate Period Applies)
OCP - Operator Handled Person Collect Call	MXSPC - Mexico Special Rate
OCS - Operator Handled Station Collect Call	NTWK - Night/Weekend
ODR - Operator Handled Station Call-Dial Rate Applied	OPEAK - Off Peak (Evening & Night/Weekend Or Discount & Economy)
OHP - Operator Handled Person Call	PEAK - Peak (Day or Standard)
OHS - Operator Handled Station Call	SPECL - Special Additional Discount Rate Applied
VER - Verification Request	STAND - Standard

Note: An Operator Service Charge will apply when the Customer has the capability of dialing the called number, but elects to have the Operator dial the called number.

(&) - Call displayed more than once to identify separate rate periods.

PLEASE NOTE ONLY THE ITEMS THAT HAVE CHANGED

Company Name	<input type="text"/>	<input type="text"/>
Attention	<input type="text"/>	<input type="text"/>
Street Address	<input type="text"/>	<input type="text"/>
City - State	<input type="text"/>	<input type="text"/>
Zip Code	<input type="text"/>	<input type="text"/>
Area Code and Phone Number	<input type="text"/>	<input type="text"/>

HAS YOUR BUSINESS MOVED ? Y ___ N ___

HAS OWNERSHIP CHANGED ? Y ___ N ___

LOWE HOUSE RESTAURANT
745 W 5TH ST
SPEARFISH SD 57763-2048

REF # 603 642 3663

Account Number	Bill Date	Payment Due Date
019 936 5392 001	MAY 21, 1998	JUN 21, 1998

AT&T Service**Just For Your Business**

AT&T has a new Directory Assistance service, with expanded features, called "00" INFO. This new service allows you to access Directory Assistance information without knowing the area code.

To access this new service, simply dial "00" and press 1 at the prompt. These calls will appear as "00" INFO in the call detail section of your bill.

Account Status

You are no longer authorized to use this service. Mail your payment today.

Regulatory News

For questions about recently enacted Access Reform regulatory charges (Universal Connectivity Charge and Carrier Line Charge), please call 1 800 594-8505 or visit our web site at http://www.att.com/access_reform/.

LOWN HOUSE RESTAURANT
745 W 5TH ST
SPEARFISH SD 57783-2648

REF: 0 405 442 8643

Account Number	Billing Date	Payment Due Date
019 936 5392 001	MAY 21, 1998	JUN 21, 1998

AT&T Service

Billing detail continues on next page.

LOWN HOUSE RESTAURANT
748 N 5TH ST
SPEARFISH SD 57763-2048

REF # 405 442 5443

Account Number	Bill Date	Payment Due Date
019 936 5392 001	MAY 21, 1998	JUN 21, 1998

AT&T Service Summary of Charges	
EXPLANATION	AMOUNT
MONTHLY CHARGES	
LONG DISTANCE SERVICE	
AT&T Service	\$5.00
Monthly Fee	5.00
Fee Waived Due To Calls In Excess Of \$5.00	
SUBTOTAL	\$0.00
USAGE CHARGES	
LONG DISTANCE SERVICE	
INBOUND	
Usage Eligible For Discount	\$32.56
SUBTOTAL	\$32.56
DISCOUNT ACTIVITY	
LONG DISTANCE SERVICE	\$17.90
SUBTOTAL	\$17.90
OTHER CHARGES & CREDITS	
LONG DISTANCE SERVICE	\$1.50
SUBTOTAL	\$1.50
REGULATORY FEES	
LONG DISTANCE SERVICE	
Universal Connectivity Charge	\$0.59
Carrier Line Charge	0.53
SUBTOTAL	\$1.12
TAXES	
LONG DISTANCE SERVICE	
Federal Tax	\$0.43
State Tax	0.07
Local Tax	0.03
SUBTOTAL	\$0.53
TOTAL CURRENT CHARGES	\$14.81

LOWN HOUSE RESTAURANT
745 N 3TH ST
SPEARFISH SD 57783-2048

REF # 405 442 5443

Account Number	B/T Date	Payment Due Date
019 936 5392 001	MAY 21, 1998	JUN 21, 1998

AT&T Service

Payments, Adjustments, Other Charges and Credits

ITEM NUMBER	DATE	EXPLANATION	AMOUNT
1	5/13/98	OTHER CHARGES AND CREDITS Applied to 161 158 6310 111 LONG DISTANCE SERVICE Credit For AT&T Domestic Monthly Fee At \$5.00 From 5/13/98 Through 5/21/98	\$1.50
TOTAL OTHER CHARGES AND CREDITS			\$1.50

LOWN HOUSE RESTAURANT
745 N 5TH ST
SPEARFISH SD 57763-2048

REF # 405 442 8663

Account Number	BIN Date	Payment Due Date
019 936 5392 001	MAY 21, 1998	JUN 21, 1998

AT&T Service Discount Activity

DISCOUNT ACTIVITY FOR ENTIRE ACCOUNT	DISCOUNT AMOUNT
LONG DISTANCE SERVICE Volume Discount On \$32.56 Promotion Credit(s)	\$13.02* \$4.88*
SUBTOTAL	\$17.90*
TOTAL	\$17.90*

ACCOUNT	EXPLANATION	USAGE ELIGIBLE FOR DISCOUNT	DISCOUNT PERCENTAGE	DISCOUNT AMOUNT
INBOUND 161 158 4310 111 LOWN HOUSE RESTAURANT 745 N 5TH ST SPEARFISH SD 57763	LONG DISTANCE SERVICE Volume Discount Competitive Adv. Promo - MA051	\$32.56	15.00X	\$13.02* \$4.88*
SUBTOTAL				\$17.90*
TOTAL				\$17.90*

* Due to rounding the location discount may differ slightly from the total discount at the national level.

00002244

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LOWE HOUSE RESTAURANT
745 N 5TH ST
SPEARFISH SD 57783-2048

REF # 405 442 5443

Account Number	BIN Date	Payment Due Date
019 936 5392 001	MAY 21, 1998	JUN 21, 1998

AT&T Service

Summary of Usage by Call Type

CALL TYPE	NUMBER OF CALLS	DURATION (hh:mm:ss)	USAGE INELIGIBLE FOR DISCOUNT	USAGE ELIGIBLE FOR DISCOUNT	DISCOUNT AMOUNT	POST DISCOUNT AMOUNT	AVERAGE RATE PER MINUTE
LONG DISTANCE							
SWITCHED INBOUND							
DIRECT DIAL							
Interstate	35	1:28:54		\$28.69	\$15.77	\$12.92	\$0.1453
IntraLATA	8	12:36		5.87	2.13	1.74	0.1380
TOTAL	43	1:41:30	\$0.18	\$32.56	\$7.90	\$14.66	\$0.1444

The Average Rate Per Minute combines peak/off-peak calls and discounts. Ineligible usage is not included in the Average Rate Per Minute calculation.
The discount per call is reduced when the threshold has been exceeded.

LOWN HOUSE RESTAURANT
745 N 5TH ST
SPEARFISH SD 57783-2048

REF # 605 642 5663

Account Number	Bill Date	Payment Due Date
019 936 5392 001	MAY 21, 1998	JUN 21, 1998

AT&T Service

Summary by Subaccount

SUBACCOUNT	EXPLANATION	AMOUNT
016 428 1823 001 LOWN HOUSE RESTAURANT 745 N 5TH ST SPEARFISH SD 57783-2048 Ref # 605 642 5663	LONG DISTANCE SERVICE 0 Total Calls	
	SUB TOTAL	\$0.00
161 158 6310 111 LOWN HOUSE RESTAURANT 745 N 5TH ST SPEARFISH SD 57783 888 642 5663	LONG DISTANCE SERVICE 43 Total Calls 1:41:30 Total Minutes/Seconds Other Charges & Credits Long Distance Charges Federal Tax State Tax Local Tax	\$1.50 14.66 0.39 0.07 0.03
	TOTAL LONG DISTANCE CHARGES	\$13.65
	SUB TOTAL	\$13.65
	TOTAL	\$13.65

LOWE HOUSE RESTAURANT
745 N 5TH ST
SPEARFISH SD 57785-2048

REF # 605 642 5665

Account Number	Bill Date	Payment Due Date
019 936 5392 001	MAY 21, 1998	JUN 21, 1998

AT&T Service

Summary of Usage by Toll-Free Number

TOLL-FREE NUMBER	NUMBER OF COMPLETED CALLS	DURATION (hh:mm:ss)	USAGE ELIGIBLE FOR DISCOUNT	DISCOUNT AMOUNT	POST DISCOUNT AMOUNT	INCOMPLETE CALL ATTEMPTS
Account: 161 158 6310 111 Calls Directed To: SD 605 642-5643 From: APR 22, 1998 To MAY 21, 1998						
888 642-5665	35	1:28:54	\$28.69	\$15.77	\$12.92	3
Interstate	8	12:56	3.87	2.13	1.74	0
IntraLATA						
SUBTOTAL FOR 888 642-5665	43	1:41:50	\$32.56	\$17.90	\$14.66	3
SUBTOTAL FOR 161 158 6310 111	43	1:41:50	\$32.56	\$17.90	\$14.66	3
TOTAL	43	1:41:50	\$32.56	\$17.90	\$14.66	3

* Incomplete calls are not billed; e.g. Busy, No Answer.

LOWE HOUSE RESTAURANT
745 N 5TH ST
SPEARFISH SD 57783-2048

Account Number	Bill Date	Payment Due Date
019 936 5392 001	MAY 21, 1998	JUN 21, 1998

Subaccount: 161 158 6310 111

AT&T Service

Summary of Charges

ACCOUNT STATUS		TOTAL DISCOUNTS	
ADJUSTMENTS	\$0.00	The Total Long Distance Discount	
TOTAL CURRENT CHARGES	\$13.65	For Your Account Is	\$17.90
LOCATION AMOUNT	\$13.65		

EXPLANATION	AMOUNT
USAGE CHARGES	
LONG DISTANCE SERVICE	
INBOUND	
Usage Eligible For Discount	\$32.56
SUBTOTAL	\$32.56
DISCOUNT ACTIVITY	
LONG DISTANCE SERVICE	\$17.90
SUBTOTAL	\$17.90
OTHER CHARGES & CREDITS	
LONG DISTANCE SERVICE	\$1.50
SUBTOTAL	\$1.50
TAXES	
LONG DISTANCE SERVICE	
Federal Tax	\$0.39
State Tax	0.07
Local Tax	0.03
SUBTOTAL	\$0.49
TOTAL CURRENT CHARGE	\$13.65

LOWE HOUSE RESTAURANT
745 N 5TH ST
SPEARFISH SD 57783-2048

Account Number	Bill Date	Payment Due Date
019 936 5392 001	MAY 21, 1998	JUN 21, 1998

Subaccount: 161 152 6310 111

AT&T Service

Payments, Adjustments, Other Charges and Credits

ITEM NUMBER	DATE	EXPLANATION	AMOUNT
1	5/13/98	OTHER CHARGES AND CREDITS LONG DISTANCE SERVICE Credit For AT&T Domestic Monthly Fee At \$5.00 From 5/13/98 Through 5/21/98	\$1.50
TOTAL OTHER CHARGES AND CREDITS			\$1.50

LOWN HOUSE RESTAURANT
748 N. 5TH ST
SPEARFISH SD 57783-2048

Account Number	Bill Date	Payment Due Date
019 936 5392 001	MAY 21, 1998	JUN 21, 1998

Subaccount: 161 158 6310.111

AT&T Service

Summary of Usage by Toll-Free Number

TOLL-FREE NUMBER	NUMBER OF COMPLETED CALLS	DURATION (minutes)	USAGE ELIGIBLE FOR DISCOUNT	DISCOUNT AMOUNT	POST DISCOUNT AMOUNT	INCOMPLETE CALL ATTEMPTS
Calls Directed To: SD 605 642-5663 From: APR 22, 1993 To MAY 21, 1998						
888 642-5663	35	1:28:54	\$28.69	\$15.77*	\$12.92	3
Interstate	8	12:36	3.87	2.13*	1.74	0
IntraLATA						
SUBTOTAL FOR 888 642-5663	43	1:41:30	\$32.56	\$17.90*	\$14.66*	3
TOTAL	43	1:41:30	\$32.56	\$17.90*	\$14.66*	3

* Incomplete calls are not billed, e.g. busy, no answer

LOWN HOUSE RESTAURANT
745 N. 5TH ST
SPEARFISH SD 57783-2048

Account Number	Bill Date	Payment Due Date
019 936 5392 001	MAY 21, 1998	JUN 21, 1998

Subaccount: 167 158 6310 111

AT&T Service**Summary of Usage by Toll-Free Number**

Billing detail continues on next page.

TO REPLACE LOST OR STOLEN AT&T CARDS CALL 1-800-CALL-ATT

AT&T CALL TYPE AND RATING INFORMATION

CALL TYPE	RATE PERIOD
CCO - Operator Handled Card Calls	DAY - Day
CCP - Calling Card Person Call	DAYS - Daytime Savings Time
CCS - Calling Card Station Call	DISAB - Disabled Person Discount Rate
CEL - Cellular Calls	Applied
DDC - Direct Dialed Call	DISC - Discount
DFR - Direct Dialed Call - Per Minute Or Flat Rate Applied	ECON - Economy
INT - Interrupt Request	EVE - Evening
OBP - Operator Handled Person Call Billed To Third Number Or Special Billing Number	MFLAT - Per Minute Or Flat Rate
OBS - Operator Handled Station Call Billed To Third Number Or Special Billing Number	MULTI - Multi-rated (More Than One Rate Period Applies)
OCP - Operator Handled Person Collect Call	MXSPC - Mexico Special Rate
OCS - Operator Handled Station Collect Call	NTWK - Night/Weekend
ODR - Operator Handled Station Call-Dial Rate Applied	OPEAK - Off Peak (Evening & Night/Weekend Or Discount & Economy)
OHP - Operator Handled Person Call	PEAK - Peak (Day or Standard)
OHS - Operator Handled Station Call	SPECL - Special Additional Discount Rate Applied
VER - Verification Request	STAND - Standard

Note: An Operator Service Charge will apply when the Customer has the capability of dialing the called number, but elects to have the Operator dial the called number.

(&) - Call displayed more than once to identify separate rate periods.

PLEASE NOTE ONLY THE ITEMS THAT HAVE CHANGED

Company Name	<input type="text"/>
Attention	<input type="text"/>
Street Address	<input type="text"/>
City - State	<input type="text"/>
Zip Code	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Area Code and Phone Number	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

HAS YOUR BUSINESS MOVED ? Y ___ N ___

HAS OWNERSHIP CHANGED ? Y ___ N ___

LOWE HOUSE RESTAURANT
743 N 5TH ST
SPEARFISH RD 57703-2040

REF # 405 642 9443

Account Number	Bill Date	Payment Due Date
019 936 5392 001	JUN 21, 1998	JUL 21, 1998

AT&T Service**Just For Your Business**

AT&T has a new Directory Assistance service, with expanded features, called "00" INFO. This new service allows you to access Directory Assistance information without knowing the area code.

To access this new service, simply dial "00" and press 1 at the prompt. These calls will appear as "00" INFO in the call detail section of your bill.

Regulatory News

At AT&T, we are committed to keeping you informed about industry-wide issues that affect your AT&T account. The Federal Communications Commission (FCC) has ordered a restructure of the access charges which companies such as AT&T pay to local phone companies for connection to their networks. Since January of this year, AT&T has been passing along some of the restructured access costs in the form of a monthly fee designed to recover charges AT&T incurs from local phone companies. Initially, this was a flat fee identified on your bill as Carrier Line Charge.

Beginning with bills issued on or about July 27, AT&T will be changing the way the Carrier Line Charge is calculated. Instead of a flat fee, it will be based on the number of phone lines which are subscribed to AT&T. Businesses with a single phone line will be assessed a \$.53 Carrier Line Charge; while businesses with multiple lines will be assessed \$2.50 per line. While we recognize the shift to a per line fee may represent a substantial increase for some, at \$2.50 per line, AT&T is recovering less than the maximum level set by the FCC, and, in some cases, less than the line charge which AT&T must remit to the local phone company.

Concurrent with this change, AT&T will also be implementing a \$5.00 minimum usage charge. While not directly related to the FCC access restructuring, the minimum charge will be used to offset the additional costs incurred to bill and collect Carrier Line Charge and similar regulatory fees from customers who otherwise would not have received a bill. The minimum charge only applies if gross billing--excluding regulatory fees--is less than \$5.00.

For more information, please call 1 800 594-8505 or visit our web site at http://www.att.com/access_reform. For all other billing questions, please call the Customer Care number on the first page of your bill.

Thank you for using AT&T where every customer counts

000016884

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LOWE HOUSE RESTAURANT
745 N 5TH ST
SPEARFISH SD 57783-2048

REF # 455 442 8663

Account Number	Bill Date	Payment Due Date
019 936 5392 001	JUN 21, 1998	JUL 21, 1998

AT&T Service

Billing detail continues on next page.

Account Number	019 956 5592 001
Billing Date	JUN 21, 1998
Payment Due Date	JUL 21, 1998

00001885

Page 5

LOWE HOUSE RESTAURANT
765 N 5TH ST
SPRINGFIELD, SD 57703-2848

REF # 685 642 8445

AT&T Service	
Summary of Charges	
EXPLANATION	AMOUNT
OTHER CHARGES & CREDITS	
LONG DISTANCE SERVICE	\$1.00
SUBTOTAL	\$1.00
REGULATORY FEES	
LONG DISTANCE SERVICE	
Universal Connectivity Charge	\$0.05
SUBTOTAL	\$0.05
TAXES	
LONG DISTANCE SERVICE	
Federal Tax	\$0.05
SUBTOTAL	\$0.05
TOTAL CURRENT CHARGES	\$1.00

START

OF

RETAKE

LOWN HOUSE RESTAURANT
745 N 5TH ST
SPEARFISH SD 57783-2049

REF 9 405 642 5663

Account Number	Bill Date	Payment Due Date
019 936 5392 801	JUN 21, 1998	JUL 21, 1998

AT&T Service			
Payments, Adjustments, Other Charges and Credits			
ITEM NUMBER	DATE	EXPLANATION	AMOUNT
		PAYMENTS	
1	6/11/98	PAYMENT, THANK YOU	\$239.26
2	6/17/98	PAYMENT, THANK YOU	\$25.40
TOTAL PAYMENTS			\$264.66
		OTHER CHARGES AND CREDITS	
		LONG DISTANCE SERVICE	
3	6/16/98	Credit For AT&T Service Monthly Fee At \$5.00 From 6/16/98 Through 6/21/98	\$1.00
TOTAL OTHER CHARGES AND CREDITS			\$1.00

END

OF

RETAKE

REF ID: A684425443

AT&T Service

For Customer Care: 1-800-524-2455

ACCOUNT STATUS

PREVIOUS BALANCE	\$1.08 ⁹
PAYMENTS	\$0.00
ADJUSTMENTS	\$1.08
TOTAL CURRENT CHARGES	\$0.00

AT&T Customized Billing

TOTAL AMOUNT DUE	\$0.00
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**** Important News About Your Account ****

Just For Your Business

The AT&T Toll-Free Internet Directory is MOVING! See next page under 'Just For Your business'.

AT&T will help make your transition to the new millennium a smooth one. Please visit our web site at <http://www.att.com/year2000> to learn how AT&T's Year 2000 team is hard at work for you.

See next page for more news!

PLEASE MAKE CHECKS PAYABLE TO AT&T AND INCLUDE YOUR ACCOUNT NUMBER ON PAYMENT.
PLEASE MAKE SURE THAT THE AT&T P.O. BOX ADDRESS IS SHOWING THROUGH THE ENVELOPE WINDOW.

TO ENSURE PROPER CREDIT, PLEASE DETACH THIS PORTION AND RETURN WITH REMITTANCE.

007888 1 AB .261 A35



LOWN HOUSE RESTAURANT
745 N 5TH ST
SPEARFISH SD 57783-2048



Account Number: 019 936 5392 001

Bill Date: JUL 21, 1998

Payment Due Date: AUG 21, 1998

Total Amount Due: 00.00

Amount Enclosed:

Check here if name, address,
or telephone number has
changed. See reverse side.

Please send Payments to:
AT&T

P.O. BOX 27-680
KANSAS CITY, MO
64180-0680



019936539200105625000000G000000000000000000000000

AT&T CALL TYPE AND RATING INFORMATION

CALL TYPE	RATE PERIOD
CCO - Operator Handled Card Calls	DAY - Day
CCP - Calling Card Person Call	DAYSA - Daytime Savings Time
CCS - Calling Card Station Call	DISAB - Disabled Person Discount Rate
CEL - Cellular Calls	Applied
DDC - Direct Dialed Call	DISC - Discount
DFR - Direct Dialed Call - Per Minute Or Flat	ECON - Economy
Rate Applied	EVE - Evening
INT - Interrupt Request	MFLAT - Per Minute Or Flat Rate
OBP - Operator Handled Person Call Billed To	MULTI - Multi-rated (More Than One Rate
Third Number Or Special Billing Number	Period Applies)
OBS - Operator Handled Station Call Billed To	MXSPC - Mexico Special Rate
Third Number Or Special Billing Number	NT/WK - Night/Weekend
OCP - Operator Handled Person Collect Call	OPEAK - Off Peak (Evening & Night/Weekend
OCS - Operator Handled Station Collect Call	Or Discount & Economy)
ODR - Operator Handled Station Call-Dial	PEAK - Peak (Day or Standard)
Rate Applied	SPECL - Special Additional Discount Rate
OHP - Operator Handled Person Call	Applied
OHS - Operator Handled Station Call	STAND - Standard
VER - Verification Request	

LOWE HOUSE RESTAURANT
745 W 5TH ST
SPEARFISH SD 57783-2048

REF: 0 603 642 5463

Account Number	Bill Date	Payment Due Date
019 936 5392 001	JUL 21, 1998	AUG 21, 1998

AT&T Service**Just For Your Business**

AT&T Toll-Free Internet Directories will soon be moving to the AnyWho® Directory Service, one of the most popular sites on the Internet - with THOUSANDS of visitors each day.

As a courtesy to our AT&T customers, we are working around the clock to make the necessary changes. However, new listing requests are suspended until the move is complete. In the future, the AnyWho Directory Service will allow you to create new Toll-Free Listings. The AnyWho Toll-Free Directory is expected to be available in August, 1998 and is located at <http://www.anywho.com>.

You may continue to request new listings and submit updates to existing listings in the PRINTED AT&T National Toll-Free Directories by calling 1 800 562-2255.

AnyWho is a Service Mark of AT&T.

AT&T has a new Directory Assistance service, with expanded features, called "00" INFO. This new service allows you to access Directory Assistance information without knowing the area code.

To access this new service, simply dial "00" and press 1 at the prompt. These calls will appear as "00" INFO in the call detail section of your bill.

Account Status

For your convenience, the Federal Tax ID Number in association with the Internal Revenue Service W9 form for AT&T Corporation is 13-4924710. Please be advised that since AT&T is classified as a corporation, the IRS does not require you to file a W-2 form for taxes paid directly to AT&T.

We've closed your account. Thank you for using AT&T. We look forward to serving you again.

See next page for more news!

Account Number	Billing Date	Payment Due Date
019 936 5392 001	JUL 21, 1998	AUG 21, 1998

LOWN HOUSE RESTAURANT
745 W 5TH ST
SPEARFISH SD 57763-2848

REF # 442 8443

AT&T Service**Regulatory News**

At AT&T, we are committed to keeping you informed about industry-wide issues that affect your AT&T account. The Federal Communications Commission (FCC) has ordered a restructuring of the access charges which companies such as AT&T pay to local phone companies for connection to their networks. Since January of this year, AT&T has been passing along some of the restructured access costs in the form of a monthly fee designed to recover charges AT&T incurs from local phone companies. Initially, this was a flat fee identified on your bill as Carrier Line Charge.

Beginning with bills issued on or about July 27, AT&T will be changing the way the Carrier Line Charge is calculated. Instead of a flat fee, it will be based on the number of phone lines which are subscribed to AT&T. Businesses with a single phone line will be assessed a \$.53 Carrier Line Charge; while businesses with multiple lines will be assessed \$2.50 per line. While we recognize the shift to a per line fee may represent a substantial increase for some, at \$2.50 per line, AT&T is recovering less than the maximum level set by the FCC, and, in some cases, less than the line charge which AT&T must remit to the local phone company.

Concurrent with this change, AT&T will also be implementing a \$5.00 minimum usage charge. While not directly related to the FCC access restructuring, the minimum charge will be used to offset the additional costs incurred to bill and collect Carrier Line Charge and similar regulatory fees from customers who otherwise would not have received a bill. The minimum charge only applies if gross billing--excluding regulatory fees--is less than \$5.00.

For more information, please call 1 800 594-3505 or visit our web site at http://www.att.com/access_reform. For all other billing questions, please call the Customer Care number on the first page of your bill.

LOWN HOUSE RESTAURANT
745 N 5TH ST
SPEARFISH SD 57783-2048

REF 9 685 642 8665

Account Number	Bill Date	Payment Due Date
019 936 5392 001	JUL 21, 1998	AUG 21, 1998

A.I.&T. Service			
Payments, Adjustments, Other Charges and Credits			
ITEM NUMBER	DATE	EXPLANATION	AMOUNT
		ADJUSTMENTS	
		Applied to 019 936 5392 001	
		LONG DISTANCE SERVICE	
1	6/29/98	DEBIT ADJUSTMENT	\$1.08
TOTAL ADJUSTMENTS			\$1.08

AT&T COMMUNICATIONS
Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: November 22, 1994

TARIFF F.C.C. NO. 1
7th Revised Page 23
Cancels 6th Revised Page 23
Effective: December 6, 1994

2.3. RESPONSIBILITIES OF THE COMPANY

2.3.1. Liability

A. The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of LDMTS, and subject to the provisions of B. through G. following, the Company's liability, if any, shall not exceed an amount equal to the initial period charge provided for under this tariff for the LDMTS call for the period during which the call was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this tariff as a credit allowance (see Credit Allowances for Interruptions, page 29).

B. The Company is not liable for damages associated with service, channels, or equipment which it does not furnish.

C. The Company is not liable for damages to a premises resulting from the furnishing of LDMTS, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.

D. The Company shall be indemnified, defended, and held harmless by the Customer and User against all claims, losses, or damages arising from the use of LDMTS furnished pursuant to this tariff, involving:

1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;

2. Claims for patent infringement arising from combining or using LDMTS furnished by the Company in connection with facilities or equipment furnished by others; or

3. All other claims arising out of any act or omission of others relating to LDMTS provided pursuant to this tariff.

E. The Company does not guarantee or make any warranty with respect to LDMTS when used in an explosive atmosphere. The Company shall be indemnified, defended, and held harmless by the Customer and User against all claims, losses or damages by any person relating to LDMTS provided pursuant to this tariff when used in an explosive atmosphere.

AT&T COMMUNICATIONS

Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: April 26, 1994

TARIFF F.C.C. NO. 1

2nd Revised Page 24
Cancels 1st Revised Page 24
Effective: April 27, 1994

2.3.1. Liability (continued)

F. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the Customer and User against claims of patent infringement arising solely from the use by the Customer or User of LDMTS offered under this tariff and will indemnify such Customer or User for any damages awarded based solely on such claims.

G. The Company's failure to provide or maintain service under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God, and other circumstances beyond the Company's reasonable control, subject to the Credit Allowances for Interruptions provisions of this tariff.

AT&T COMMUNICATIONS

Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: September 3, 1997

TARIFF F.C.C. NO. 1

13th Revised Page 178.65.43.1
Cancels 12th Revised Page 178.65.43.1
Effective: September 4, 1997

6.13.4. AT&T CustomNet Service - Option S

A. General - AT&T CustomNet Service - Option S permits Customers to select the usage rate schedules and optional Term Plans specified in Sections 6.13.4.C. and D., following, for their AT&T CustomNet Service outbound and/or inbound calling in lieu of the usage rate schedules, Term Plans and Flex Plans specified in Section 6.13.1., preceding. Option S does not include certain features, as specified below, that are offered under the basic AT&T CustomNet Service. The Option S domestic usage rate schedules provide distinct Peak/Off-Peak, Postalized usage rates associated with specified Gross Monthly Minimum Revenue Commitments, as selected by the Customer. Option S Term Plan discounts are provided in return for 12-month, 24-month or 36-month term commitments from the Customer.

The Option S Customer must subscribe to a Gross Monthly Minimum Revenue Commitment under Option I, Option II, Option III, Option IV, Option V, Option VI, or Option VII specified in Section 6.13.4.B., following.

The AT&T CustomNet Service features not available with Option S are: the NPA Discount, specified in Section 6.13.1.B.5. preceding; the Volume Discount, specified in Section 6.13.1.B.6. preceding; the Service Term Plan, specified in Section 6.13.1.B.7. preceding; the usage rate schedules associated with the Inward Calling Option, specified in Section 6.13.1.B.8. preceding; the Location-to-Location Discount Plan, specified in Section 6.13.1.B.9. preceding; AT&T CustomNet Service Flex Plan, specified in Section 6.13.1.B.10. preceding; the AT&T CustomNet International Optimizer, specified in Section 6.13.2. preceding; the AT&T CustomNet FAX Option, specified in Section 6.13.3. preceding; AT&T NetPROTECT Advanced, NetPROTECT Premium and NetPROTECT PLUS Services specified in Section 5.7., Section 5.8. and Section 5.9., preceding; the MAXIMUM ADVANTAGE Promotion, specified in Section 8.1.1.432., following; AT&T Partners In Business Program specified in AT&T Tariff F.C.C. No. 2, Section 3.3.4.; Vertical Features specified in AT&T Tariff F.C.C. No. 2, Section 3.3.2.L.; and AT&T CustomNet Geographical Restriction Feature specified in Section 6.13.1.B.11. preceding.

All other tariff rates and regulations applicable to AT&T CustomNet Service also apply to Option S, except that Option S is not available to Service Type 2 Locations and the Monthly Charge specified in Section 6.13.1.B.2. preceding does not apply to Customers subscribing to Option S. *In addition, the Uninterrupted Service Guarantee and Uninterrupted Service Guarantee II as specified in AT&T Tariff F.C.C. No. 2, Sections 2.6.5. and 2.6.7. will apply 30 minutes after AT&T confirms that the options described in Sections 2.6.5. and 2.6.7. are available, except as noted below and except for Option VII. The Uninterrupted Service Guarantee and the Uninterrupted Service Guarantee II specified in AT&T Tariff F.C.C. No. 2 are not available to Option Option VII Customers.

* For those Customers subscribed to or who have on order, the AT&T CustomNet Service - Option S prior to January 30, 1995, the Uninterrupted Service Guarantee and Uninterrupted Service Guarantee II, as specified in AT&T Tariff F.C.C. No. 2, Sections 2.6.5. and 2.6.7., will apply. For Customers who subscribe to AT&T CustomNet Service - Option S, (excluding Option VII), after January 29, 1995 the Uninterrupted Service Guarantee and Uninterrupted Service Guarantee II as specified in AT&T Tariff F.C.C. No. 2, Sections 2.6.5. and 2.6.7. will apply 30 minutes after AT&T confirms that the options described in Sections 2.6.5. and 2.6.7. are available. Customers subscribed to, or who order an AT&T Contract Tariff that includes the availability of AT&T CustomNet Service Option S, (excluding Option VII), will continue to have the Uninterrupted Service Guarantee and Uninterrupted Service Guarantee II, as specified in AT&T Tariff F.C.C. No. 2, Sections 2.6.5. and 2.6.7., available until the end of their current Contract Tariff term.

AT&T COMMUNICATIONS
Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: May 3, 1996

TARIFF F.C.C. NO. 1
14th Revised Page 178.65.43.2
Cancels 13th Revised Page 178.65.43.2
Effective: May 6, 1996

6.13.4. AT&T CustomNet Service - Option S (continued)

Option VI - The Monthly Charges and Volume Discount specified in Section 6.13.4.C.4. following apply to Customers who subscribe to Option VI. In addition, Customers who subscribe to Option VI: (1) are not eligible for any tariffed Guarantees applicable to Option S; (2) are not eligible to subscribe to the Option S Term Plan specified in 6.13.4.D. following; and (3) may not exceed ten locations served by AT&T CustomNet Service - Option S, Option VI. All locations in excess of ten will be billed the applicable rates for Option I and are not eligible to receive the Option VI Volume Discount specified in 6.13.4.C.4. following and are not eligible to receive the Promotional benefits specified in 8.1.1.825 following.

Option VII* - The Monthly Charges specified in Section 6.13.4.C.5. Sx following apply to Customers who subscribe to Option VII. In addition, Customers who subscribe to Option VII: (1) are eligible only for the Promotional benefits specified in 8.1.1.927 or 8.1.1.928 following; (2) are not eligible for any other current promotions applicable to Option S and are not eligible for any future promotion(s) that may be applicable to Option S unless the promotion explicitly states that it applies to Option VII; (3) are not eligible for any tariffed Guarantees applicable to Option S; (4) are not eligible to subscribe to the Option S Term Plan specified in 6.13.4.D. following; and (5) may not exceed ten locations served by AT&T CustomNet Service - Option S, Option VII. All locations in excess of ten will be billed the applicable rates for Option I and are not eligible to receive the Option VII Volume Discount specified in 6.13.4.C.5. following and are not eligible to receive the Promotional benefits specified in 8.1.1.927 and 8.1.1.928 following; (6) are not eligible to subscribe to the AT&T Advanced 800 Service Features specified in AT&T Tariff F.C.C. No. 2; (7) may not subscribe to Option VII for use in conjunction with AT&T CustomNet Service - Option S provided under AT&T Contract Tariff unless the AT&T Contract Tariff explicitly states that it applies to Option VII; (8) are subject to the Late Payment Charge specified in 6.13.4.b.5 following; (9) are not eligible to subscribe to the Mandatory and Validated Account Codes Option specified in 6.24 following; (10) are not eligible to receive an AT&T CIID/891 Calling Card with a Personal Choice Card Number.

A request for maintenance may be submitted to AT&T only from 8AM to 5PM, Monday through Friday, excluding Federally observed holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day, which fall on a weekday Monday through Friday. Maintenance activities will normally be started by AT&T before 5PM on the same day the request is received and AT&T will continue activities after 5PM when necessary to complete such requested maintenance.

* Option VII is not available to new Customers who do not have Option VII on order by Cy
May 6, 1996. AT&T Contract Tariffs in effect, or pending, on May 6, 1996, which include the ..
availability of Option VII are not affected by this provision. Option VII benefits do not Cy
extend beyond the current term of the Contract Tariff unless otherwise provided herein. Sx

x Material filed under Transmittal No. 9919 is scheduled to become effective on May 6, 1996.
y Issued on not less than one day's notice under authority of Special Permission No. 95-0458.

AT&T COMMUNICATIONS

Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: October 29, 1996

TARIFF F.C.C. NO. 1

2nd Rev. sed Page 178.65.43.2.1
Cancels 1st Rev. sed Page 178.65.43.2.1
Effective: October 30, 1996

6.13.4. AT&T CustomNet Service - Option S (continued)

B. Minimum Monthly Revenue Commitment - The Gross Monthly Minimum Revenue Commitment (GMMRC) applies as specified under Option I, Option II, Option III, Option IV, Option V and Option VI below. Usage rate schedules associated with the specific Option subscribed to by the Customer apply as specified in Section 6.13.4.C.1., following.

Gross Monthly Minimum Revenue Commitment

Option I	\$200.00 per monthly billing period
Option II	\$1,000.00 per monthly billing period
Option III	\$5,000.00 per monthly billing period
Option IV	\$3,000.00 per monthly billing period
Option V	\$7,000.00 per monthly billing period
Option VI	\$0.00 per monthly billing period
Option VII	\$0.00 per monthly billing period

The GMMRC is based on gross monthly usage charges (prior to the application of AT&T CustomNet/ACAP and AICAP discounts) for eligible calls billed to the Customer's Option S Main Billed Account. Except as specifically excluded below, eligible calls are: intrastate, interstate and international Dial Station calls; Customer Dialed AT&T CIID/891 Calling Card calls and inward calls billed to the Customer's Option S Main Billed Account. Service charges associated with Customer Dialed AT&T CIID/891 Calling Card calls are included as eligible charges under Option S. Charges for eligible calls are used in determining if the Customer's gross monthly usage charges meet or exceed the GMMRC subscribed to by the Customer.

Charges for the following types of calls are not included in determining the Customer's Option S monthly usage charges: Operator Handled calls; Directory Assistance calls; calls completed using AT&T Directory LINK Service; Special Service Codes 500, 700 and 900 calls; 976 calls; Conference Services Calls; cellular access calls; calls to the Atlantic, Pacific and Indian Ocean Regions via AT&T Maritime Mobile Service.

1. Seasonality Provision - If the GMMRC is not met for one or more billing periods, the Customer is subject to payment of a Shortfall Charge. In determining if a Shortfall Charge applies, the Customer's gross monthly usage charges will be averaged over a consecutive 12 full month billing period beginning with the Customer's first full months billing for Option S and each consecutive 12 full month billing period thereafter. If the Customer's average monthly billing is less than the GMMRC, the Customer will be billed a Shortfall Charge equal to the difference between the GMMRC and the average monthly billed usage charges, times 12. If the Customer discontinues service prior to the completion of the 12 consecutive full billing months, the Customer's gross monthly usage charges will be averaged over the actual number of full billing months that Option S was furnished to the Customer. If the Customer's average monthly billing is less than the GMMRC, the Customer will be billed a Shortfall Charge equal to the difference between the GMMRC and the average monthly billed usage charges times the actual number of months that Option S was furnished to the Customer.

AT&T COMMUNICATIONS

Adm. Rates and Tariffs

Bridgewater, NJ 08807

Issued: October 10, 1997

TARIFF F.C.C. NO. 1

11th Revised Page 178.65.43.3

Cancels 10th Revised Page 178.65.43.3

Effective: October 11, 1997

6.13.4. AT&T CustomNet Service - Option S (continued)

C. Rates and Charges

1. Domestic Charges and Canada Inward Calling Charges - The following rates and charges apply to:

(a) **Domestic Dial Station Calls -** Calls from locations of the Customer in the Mainland or Hawaii to stations throughout the United States, Guam, CNMI, Puerto Rico and the U.S. Virgin Islands. C

(b) **Customer Dialed AT&T CIID/891 Calling Card Domestic Calls -** Calls between stations throughout the United States, Guam, CNMI (except for calls from Alaska) and from Puerto Rico and the U.S. Virgin Islands that are billed to the Customer's Option S Main Billed Account in the Mainland or Hawaii. Service Charges apply as specified in Section 6.13.4.C.3., following.

* (c) **Inward Calling -** Calls from stations located within the United States, Guam, CNMI, Puerto Rico, the U.S. Virgin Islands and Canada to locations of the Customer in the Mainland and Hawaii. Inward calls from stations outside of such areas will be blocked. All tariff terms, regulations and charges specified for Inward Calling under the Inward Calling Option (Section 6.13.1.B.1.8.) also apply to Option S inward calling, except for the Inward Calling usage charges and the Monthly Service Charge and except that the AT&T Advanced 800 Service Features specified in AT&T Tariff F.C.C. No. 2, are not available to Customers subscribed to Option VII. The Monthly Service Charge is \$10.00 for Option S Inward Calling per routing arrangement, except as specified in Sections 6.13.4.C.4. following.

AT&T COMMUNICATIONS

Adm. Rates and Tariffs
 Bridgewater, NJ 08807
 Issued: January 23, 1998

TARIFF F.C.C. NO. 1

15th Revised Page 178.65.43.4
 Cancels 14th Revised Page 178.65.43.4
 Effective: January 24, 1998

6.13.4.C.1. (d) Option I through Option VII Usage Charges

(d) **Option I through Option VII Usage Charges** - Calls are charged at a 30 second minimum per call. Usage over the initial 30 seconds will be charged per 6 second increments or fraction thereof per call. Peak Period rates apply Monday through Friday, from 8am to, but not including, 5pm. Off-Peak Period rates apply for all other hours not included within the Peak Period.

	<u>Mileage</u>	<u>Per Minute Rates</u>		
		<u>Peak Period</u>	<u>Off-Peak Period</u>	
Option I**				N
Dial Station Calls	All	\$.2830	\$.2220	
Calling Card Calls	All	\$.3600	\$.2940	
Inward Calls	All	\$.3300	\$.2640	
- Canada Inward Calls	All	\$.9420	\$.9420	
Option II**				N
Dial Station Calls	All	\$.2760	\$.2220	
Calling Card Calls	All	\$.3540	\$.2880	
Inward Calls	All	\$.3130	\$.2580	
- Canada Inward Calls	All	\$.9420	\$.9420	
Option III**				N
Dial Station Calls	All	\$.2700	\$.2100	
Calling Card Calls	All	\$.3480	\$.2820	
Inward Calls	All	\$.3060	\$.2460	
- Canada Inward Calls	All	\$.9420	\$.9420	
Option IV**				N
Dial Station Calls	All	\$.2760	\$.2220	
Calling Card Calls	All	\$.3540	\$.2880	
Inward Calls	All	\$.3130	\$.2580	
- Canada Inward Calls	All	\$.9420	\$.9420	
Option V**				N
Dial Station Calls	All	\$.2700	\$.2100	
Calling Card Calls	All	\$.3480	\$.2820	
Inward Calls	All	\$.3060	\$.2460	
- Canada Inward Calls	All	\$.9420	\$.9420	
Option VI				
Dial Station Calls	All	\$.2660	\$.2650	
Calling Card Calls	All	\$.3050	\$.3050	
Inward Calls	All	\$.3230	\$.3230	
- Canada Inward Calls	All	\$.9250	\$.9250	
Option VII*				
Dial Station Calls	All	\$.2830	\$.2220	
Calling Card Calls	All	\$.3600	\$.2940	
Inward Calls	All	\$.3000	\$.2340	
- Canada Inward Calls	All	\$.9420	\$.9420	

* Option VII is not available to new Customers who do not have Option VII on order by May 6, 1996. AT&T Contract Tariffs in effect, or pending, on May 6, 1996, which include the availability of Option VII are not affected by this provision. Option VII benefits do not extend beyond the current term of the Contract Tariff unless otherwise provided herein.

** Options I, II, III, IV, and V are not available to new Customers who do not have these Options on order by January 24, 1998. AT&T Contract Tariffs in effect, or pending, on January 24, 1998, which include the availability of these Options are not affected by this provision. Option I, II, III, IV, and V benefits do not extend beyond the current term of the Contract Tariff unless otherwise provided herein.

AT&T COMMUNICATIONS

Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: June 27, 1997

TARIFF F.C.C. NO. 1

6th Revised Page 178.65.43.15
Cancels 5th Revised Page 178.65.43.15
Effective: June 30, 1997

6.13.4.C Rates and Charges (continued)

3. Service Charge - A Service Charge is applicable to Customer Dialed AT&T CIID/891 Calling Card calls. This charge is in addition to the usage charges applicable to a call.

- From stations in the Mainland, Guam, CNMI or Hawaii to stations C throughout the United States, Puerto Rico, the U.S. Virgin Islands, Canada or Mexico.

<u>Domestic, Canada and Mexico Customer Dialed AT&T CIID/891 Calling Card Calls</u>	<u>Service Charge</u>
Customer Dialed/Automated	\$.95
Customer Dialed and Operated Assisted	\$.95
Customer Dialed-Operator must Assist	\$.95

- To/from locations in the Mainland, Guam, CNMI or Hawaii and Overseas C Countries/Areas specified in Section 6.13.4.C.2., preceding.

<u>Overseas Country/Area AT&T CIID/891 Calling Card Calls</u>	<u>Service Charge</u>
Customer Dialed/Automated	\$2.15
Customer Dialed and Operated Assisted	\$2.65
Customer Dialed-Operator must Assist	\$2.65

4. Option VI - Monthly Charges and Volume Discount

(a) **Monthly Charges** - Monthly charges are applicable to Option VI as specified below.

A monthly charge of \$5.00 applies per Option VI Main Billed Account. A credit of \$5.00 will be applied to the Customer's bill each month in which the Option VI eligible gross monthly usage charges billed to the Customer's Main Billed Account equal or exceed \$5.00 for that billing month.

A monthly charge of \$5.00 applies for Option VI Inward Calling per routing arrangement in lieu of the Inward Calling Monthly Service Charge specified in Section 6.13.4.C.(c) preceding.

(b) **Volume Discount** - A volume discount applies to Option VI as specified below.

The Customer will receive a 30% discount based on the Option VI eligible gross monthly usage charges each billing month in which the Customer's Option VI eligible gross monthly usage charges equal or exceed \$25.00. The discount is not applied on an incremental basis, the same percent discount will be applied to every dollar of eligible usage, except that no discount will apply to monthly amounts above \$6000.

AT&T Communications
of the Midwest, Inc.

CUSTOM NETWORK
SERVICE TARIFF

Section 1
Original Page 1

State of South Dakota

Issued: November 23, 1993

Effective: November 24, 1993

APPLICATION OF TARIFF

1.1 APPLICATION

This tariff contains the regulations and rates applicable to Custom Network Service furnished by AT&T Communications of the Midwest, Inc., hereinafter referred to as the Company, between two stations in the state of South Dakota.

1.1.1 Jurisdiction

Jurisdiction refers to the classification of a Custom Network Service call as intrastate or interstate. Jurisdiction is a matter of law not of Company discretion or policy or customer preference. The law describing what constitutes interstate jurisdiction is the Communications Act of 1934, as amended. Some portions of this service are only subject to the jurisdiction of the Federal Communications Commission (F.C.C.). This tariff covers the portion of this service that is subject to the South Dakota Public Utilities Commission's Jurisdiction.

State of South Dakota

Issued: November 23, 1993

Effective: November 24, 1993

GENERAL REGULATIONS

2.6 RESPONSIBILITIES OF THE COMPANY

2.6.1 Liability

- A. The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit by a customer or by any others for damages associated with the installation, provision, termination, maintenance, repair or restoration of Custom Network Service and subject to the provisions of B. through H. following, the Company's liability, if any, shall not exceed an amount equal to the initial period charge provided for under this tariff for the Custom Network Service call for the period during which the call was affected.
- B. The Company is not liable for damages associated with service, channels or equipment which it does not furnish.
- C. The Company is not liable for damages to a premises resulting from the furnishing of Custom Network Service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.
- D. The Company shall be indemnified, defended and held harmless by the customer and user against all claims, losses or damages arising from the use of Custom Network Service furnished pursuant to this tariff, involving:
 1. Claims for libel, slander, invasion of privacy or infringement of copyright arising from any communication.
 2. Claims for patent infringement arising from combining or using Custom Network Service furnished by the Company in connection with facilities or equipment furnished by others.
 3. All other claims arising out of any act or omission of others relating to Custom Network Service provided pursuant to this tariff.

State of South Dakota

Issued: November 23, 1993

Effective: November 24, 1993

GENERAL REGULATIONS

2.6 RESPONSIBILITIES OF THE COMPANY (Cont'd)

2.6.1 Liability (Cont'd)

- E. The Company does not guarantee or make any warranty with respect to Custom Network Service when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the customer and user against all claims, losses or damages by any person relating to Custom Network Service provided pursuant to this tariff when used in an explosive atmosphere.
- F. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel with respect to any service offered under this tariff. The Company will defend the customer and user against claims of patent infringement arising solely from the use by the customer or user of Custom Network Service offered under this tariff and will indemnify such customer or user for any damages awarded based solely on such claims.
- G. The Company's failure to provide or maintain service under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Company's reasonable control.
- H. The Company shall not be liable for errors in transmitting, translating, receiving or delivering messages by telephone, Text Telephone (TT) or any other instrumentality over the facilities of the Company, connecting utilities or through a Telecommunications Relay Service (TRS) center.

State of South Dakota

Issued: June 25, 1998

Effective: June 26, 1998

GENERAL REGULATIONS

2.8 PAYMENTS AND CHARGES

The applicable rates and charges are contained in the Custom Network Service RATE LIST.

2.8.1 Application of Charges

The rates and charges that are in effect in this tariff when Custom Network Service is furnished are the rates and charges used to determine the customer's bill.

2.8.2 Payment of Charges

Payment for Custom Network Service is due upon presentation of the bill. Custom Network Service may be denied for nonpayment of a bill, as specified in Violation of Regulations following.

2.8.3 Deposits

See AT&T's Tariff F.C.C. Nos. 1 and 2.

2.8.4 Payphone Use Charge

In addition to all other charges for Custom Network Services under this tariff, a non-discountable Payphone Use Charge shall apply to each coinless call which AT&T can identify as placed from a domestic payphone by or to the Customer or its permitted users. See AT&T Tariff F.C.C. Nos. 1 and 2 for terms, conditions and exclusions. This charge is for the use of the payphone instrument to access AT&T services.

Refer to The Rate List.

(D)

(D)

2.9 USE OF ANOTHER MEANS OF COMMUNICATIONS

If the customer elects to use another means of communication during the period of interruption, the customer must pay the charges for the alternative service used.

State of South Dakota

Issued: June 28, 1996

Effective: July 1, 1996

GENERAL REGULATIONS

2.11 RATE DETERMINATION (Cont'd)

2.11.5 Volume Discounts

Volume Discounts may apply to intrastate usage revenue for the Custom Network Services listed below. These discounts are subject to the terms and conditions as outlined in the appropriate F.C.C. Tariffs.

AT&T CUSTOM NETWORK SERVICES

AT&T 800 READYLINE
AT&T MEGACOM WATS Service**
AT&T MEGACOM 800 Service
Software Defined Network Service
AT&T One Line WATS in Minnesota
Distributed Network Service (DNS)
AT&T CustomNet
AT&T OPTIMUM
AT&T 800 Gold Service
AT&T UNIPLAN
AT&T 800 Plan P
AT&T Commercial Long Distance Service
AT&T PRO WATS/Plan Q Service
AT&T Virtual Telecommunications Network Service
AT&T Clear Advantage Service
Switched Digital Service

(N)

* For customers who subscribe to the Multilocation Calling Plan (MLCP) found in AT&T's Tariff F.C.C. No. 1, additional discounts will apply to intrastate usage.

2.12 VIOLATION OF REGULATIONS

The Company may take immediate action to protect its services or interests when certain regulations contained in this tariff are violated. The specific regulations involved and the action(s) which will be taken by this Company are as specified following.

State of South Dakota

Issued: November 23, 1993

Effective: November 24, 1993

GENERAL REGULATIONS

2.12 VIOLATION OF REGULATIONS (Cont'd)

2.11.1 Interference, Impairment or Improper Use

The Company may temporarily restrict service immediately when the customer violation.

- Circumvents the Company's ability to charge for its services as specified in Fraudulent Use preceding.
- Results in an immediate harm to the Custom Network Service network or other Company services as specified in Minimum Protection Criteria preceding.

In such cases, the Company will make a reasonable effort to give the customer prior notice before restricting service.

If a customer fails to comply, as specified in Use, Answer Supervision, Customer-Provided Communications System Failures and Minimum Protection Criteria preceding, the Company may on ten days written notice by certified U.S. Mail to the customer deny requests for additional service and/or restrict service to the noncomplying customer. If the Company does not deny or restrict the service involved on the date of the ten days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Company's right to deny or restrict the service without further notice.

When a violation results in a denial for additional service and/or restriction of service, the denial and/or restriction will be removed when the customer is in compliance with the regulation and so advises the Company.

2.12.2 Nonpayment of Charges

The Company may deny and/or restrict Custom Network Service for nonpayment of charges due as specified in Payment of Charges preceding. A written notice will be sent to the customer at least five days in advance of the restriction and/or denial of Custom Network Service. Upon payment of charges, the restriction and/or denial of Custom Network Service will be removed.

State of South Dakota

Issued: April 8, 1998

Effective: April 9, 1998

AT&T CUSTOMNET SERVICE

23.1 DESCRIPTION

AT&T CustomNet Service is a custom network service that permits customer dialed outward and inward dialed calling from single or multiple locations of the customer in the state. Calls originated over special or cellular access will be treated as Service Type 1 locations for the application of tariff rates, charges and regulations. Two types of service locations can be specified for AT&T CustomNet Service. A Service Type 1 location and Service Type 2 location with a single billing telephone number. A combined Outward Calling and Inward Calling Discount Option, CustomNet Option S, Simply Better Pricing Option and AT&T CustomNet Service Flexible Pricing Plan are also available as specified below. The customer must subscribe to AT&T CustomNet Service for outward calling. Service is furnished to customers who simultaneously subscribe to interstate AT&T CustomNet Service, where facilities and billing capabilities permit. Intrastate service is an add-on to the interstate AT&T CustomNet Service. All terms, conditions, features, functions, discounts, installation and monthly charges, except intrastate usage, will apply as described in AT&T's Tariff F.C.C. Nos. 1 and 2. The AT&T CustomNet Service NPA discount will not apply to inward calling.

23.1.1 VOLUME DISCOUNT

The volume discount is applicable to the total net monthly charges for intrastate, interstate and international direct dialed calls billed to the customer's AT&T CustomNet Service Main Billed Account. Inward calling usage charges are included in the net monthly usage charges when applicable.

Refer to the RATE LIST.

23.2 COMBINED OUTWARD CALLING AND INWARD CALLING DISCOUNT OPTION

This optional plan provides discounts based on total AT&T CustomNet Service usage charges incurred for outward calling from a single location or multiple locations and inward calling to a single location or multiple locations billed to the customer's Main Billed Account.

AT&T Communications
of the Midwest, Inc.

CUSTOM NETWORK
SERVICE TARIFF

Section 23
2nd Revised Page 2

State of South Dakota

Issued: September 13, 1994

Effective: September 14, 1994

AT&T CUSTOMNET SERVICE

23.3 CUSTOMNET SERVICE - OPTION S

CustomNet Service - Option S is a custom switched telecommunications service which permits customer dialed outward and/or inward calling from single or multiple locations of the customer in the state to a station within the state.

23.4 RATES AND CHARGES

Refer to the RATE LIST.

23.4.1 Directory Assistance

See Directory Assistance, Section 5

(T)
|
(T)

AT&T Communications
of the Midwest, Inc.

CUSTOM NETWORK
SERVICE TARIFF

RATE LIST
1st Revised Page 8.2

State of South Dakota

Issued: July 29, 1997

Effective: July 30, 1997

AT&T CUSTOMNET SERVICE

Outward Calling Service Type 1

(C)

	Initial 30 Seconds or Fraction			Each Additional Second or Fraction			
	Day	Evening	N/W	Day	Evening	N/W	
<u>InterLATA</u>							(N)
Dedicated	\$.0660	\$.0660	\$.0660	\$.0022	\$.0022	\$.0022	(N)
Switched	.0900	.0720	.0720	.0030	.0024	.0024	
<u>IntraLATA</u>							(N)
Dedicated	.0660	.0660	.0660	.0022	.0022	.0022	(N)
Switched	.0900	.0720	.0720	.0030	.0024	.0024	

Outward Calling Service Type 2

(C)

InterLATA	.0900	.0720	.0720	.0030	.0024	.0024	(C)
IntraLATA	.0900	.0720	.0720	.0030	.0024	.0024	(C)
Volume Discount	\$	\$	0.00 - \$ 25.00			0%	
			Over \$ 25.00 - \$1,000.00			10%	
			Over \$1,000.00			15%	

Inward Calling Service Type 1

(C)

	Initial 30 Seconds or Fraction			Each Additional Second or Fraction			
	Day	Evening	N/W	Day	Evening	N/W	
Plan A							
<u>InterLATA</u>							(N)
Dedicated	\$.0660	\$.0660	\$.0660	\$.0022	\$.0022	\$.0022	(N)
Switched	.1200	.0960	.0960	.0040	.0032	.0032	(C)
<u>IntraLATA</u>							(N)
Dedicated	.0660	.0660	.0660	.0022	.0022	.0022	(N)
Switched	.1200	.0960	.0960	.0040	.0032	.0032	(N)

	Initial Seconds or Fraction			Each Additional Second or Fraction			
	Day	Evening	N/W	Day	Evening	N/W	
Plan B							
InterLATA	\$.1320	\$.1050	\$.1050	\$.0044	\$.0035	\$.0035	(C)
IntraLATA	.1320	.1050	.1050	.0044	.0035	.0035	(N)

Option S

	Per Minute of Use		
	Day	Evening	N/W
- Inward Calling Options I - V	\$.2750	\$.2750	\$.2750
- Inward Calling Option VI	.3090	.3090	.3090
- Outward Calling Options I - V	.2580	.2580	.2580
- Outward Calling Option VI	.2580	.2580	.2580
- Options I,II,III,IV,V and VI			
- AT&T CIID/891 Card	.2580	.2580	.2580

AT&T CIID/891 Card Service Charge

\$.80

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

IN THE MATTER OF THE COMPLAINT FILED)
BY LOWN HOUSE RESTAURANT,)
SPEARFISH, SOUTH DAKOTA, AGAINST)
AT&T COMMUNICATIONS OF THE MIDWEST,)
INC. AND FIRSHEL, INC. REGARDING)
CUSTOMER SERVICE ISSUES)

ORDER FINDING
PROBABLE CAUSE AND
NOTICE REQUIRING
ANSWER

TC98-149

On August 27, 1998, the Public Utilities Commission (Commission) received a complaint filed by Lown House Restaurant, Spearfish, South Dakota (Complainant), against AT&T Communications of the Midwest, Inc. (AT&T) and FirsTel, Inc. (FirsTel). Complainant alleges a variety of customer service issues against AT&T and FirsTel. The Complainant is requesting that it be reimbursed for its business losses in the \$8,000 to \$9,000 range.

Pursuant to ARSD 20:10:01:08.01 and 20:10:01:09, if a complaint cannot be settled without formal action, the Commission shall determine if the complaint shows probable cause of an unlawful or unreasonable act, rate, practice or omission to go forward with the complaint.

On September 23, 1998, the Commission considered this matter. It was deferred so that the parties could submit additional information. On October 15, 1998, at a duly noticed meeting, the Commission again heard from the parties. Commission Staff recommended a finding of probable cause.

The Commission finds that it has jurisdiction over this matter pursuant to SDCL 49-13-1, 49-13-4, 49-13-13, 49-13-14.1, 49-31-3, 49-31-7, 49-31-7.1, 49-31-11, 49-31-60 through 49-31-68, inclusive, and ARSD 20:10:01:08.01 and 20:10:01:09. The Commission voted unanimously to find probable cause. It is therefore

ORDERED, that pursuant to ARSD 20:10:01:09, the Commission finds that there is probable cause of an unlawful or unreasonable act, rate, practice, or omission and that the complaint shall be forwarded to AT&T and FirsTel and AT&T and FirsTel shall file with the Commission its answer in writing within twenty (20) days of service of this order.

Dated at Pierre, South Dakota, this 26th day of October, 1998.

CERTIFICATE OF SERVICE

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

By: Nelaine Kallio

Date: 10/27/98

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner

LAW OFFICES
RITER, MAYER, HOFER, WATTIER & BROWN, LLP
Professional & Executive Building
319 South Coteau Street
P.O. Box 280
Pierre, South Dakota 57501-0280

R. C. RITER (1912-1994)
E. D. MAYER
ROBERT D. HOFER
ROBERT C. RITER, JR.
JERRY L. WATTIER
JOHN L. BROWN

TRAVIS B. JONES, ASSOCIATE

TELEPHONE
605-224-5825
TELECOPIER
605-224-7102

November 13, 1998

Mr. William Bullard, Jr.
Executive Director
South Dakota Public Utilities Commission
State of South Dakota
500 East Capitol
Pierre, SD 57501

RECEIVED
NOV 15 1998
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Re: In the Matter of the Complaint Filed by Lown
House Restaurant, Spearfish, South Dakota,
Against AT&T Communications of the Midwest,
Inc. and Firstel, Inc. Regarding Customer
Service Issues

Dear Mr. Bullard:

Herewith please find original and three copies of Answer of
Firstel, Inc., as well as original Certificate of Service, for
filing in your office.

By copy of this letter I am enclosing a copy of our Answer
to the other parties of interest, intending it as service upon
them by mail.

I also enclose an additional first page of our Answer. I
would appreciate it if you would date stamp the same and call our
office on Monday so we can pick it up.

Thank you very much for your cooperation.

Very truly yours,

RITER, MAYER, HOFER, WATTIER &
BROWN, LLP

BY: 

RCR Jr-wb

cc: Karen Cremer
Jerry Campbell - AT&T
John J. Grant Lown House Restaurant
Neil Schmid

RECEIVED

NOV 16 1998

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

IN THE MATTER OF THE COMPLAINT FILED BY)
LOWN HOUSE RESTAURANT, SPEARFISH, SOUTH) TC 98-149
DAKOTA, AGAINST AT&T COMMUNICATIONS OF) ANSWER OF FIRSTEL,
THE MIDWEST, INC. AND FIRSTEL, INC.) INC.
REGARDING CUSTOMER SERVICE ISSUES.)

COMES NOW, the Respondent, Firstel, Inc., hereinafter Firstel, and for its answer to the Complaint of the Complainant filed on or about August 27, 1998, states and alleges as follows:

1. Denies each and every allegation, matter, fact and thing contained in said Complaint except as is hereinafter specifically admitted or qualified.
2. That the Complaint fails to state a cause of action for which relief could be granted thereunder.
3. Admit that in March, 1998 Firstel conferred with the Complainant regarding switching his long distance service to Firstel. However, the letter of intent to switch signed by the Complainant, stated that U.S. West was the "888" carrier rather than AT&T.
4. Not until May 13, 1998 did Firstel learn from Complainant that AT&T was the billing agent for Complainant's "888" number rather than U.S. West. Shortly thereafter the Complainant executed a change authorization from AT&T to Firstel.
5. Not until June 11, 1998 did Firstel discover that the port of 888-642-5663, Complainant's toll-free number had not been completed by AT&T. That same day, Firstel was advised by AT&T that the port would not be completed until payment was made by Complainant to AT&T. That information was provided to

Complainant on that same day.

6. That Firstel was not involved in the disconnection of the Complainant's "888" number.

7. Attached hereto as Exhibit 1 is current and correct itemization of time lines as put together from a recollection of Firstel's employees, as well as from the books and records of this Respondent. That exhibit is incorporated herein by reference as a portion of this filed Answer to the Complaint.

8. Affirmatively alleges that the Complaint filed herein fails to reference any law, statute, order or rule which it is claimed Firstel violated and hence, the Complaint should be dismissed as against Firstel.

9. Affirmatively alleges that Complainant does not have good and sufficient reason for making the Complaint against Firstel, and the Complaint as against Firstel fails to show probable cause and accordingly, should be dismissed as against Firstel.

10. As regards specific contacts between the Complainant and AT&T, Firstel does not have sufficient knowledge and information upon which to admit or deny the same, other than as specified in Exhibit 1 attached hereto, and hence, puts the Complainant upon his strict proof thereof.

11. Affirmatively alleges as regards any portion of the Complaint claiming negligence of any kind or nature against Firstel, that the actions or inactions of the Complainant constitute contributory negligence of a sufficient degree and

manner so as to bar Complainant's claim against Firstel.

12. Affirmatively alleges that the relief requested by Complainant is not recognized under the statutes or rules of the Public Utilities Commission and is in excess of any relief which this Commission could enter.

13. Affirmatively alleges that any disconnection of telecommunications services, which is the principal complaint of the Complainant, occurred not by the Respondent, Firstel, but rather by other parties for whom Firstel has no legal responsibility.

14. Affirmatively alleges that the Complainant apparently failed to pay AT&T for certain services and charges, which authorized its disconnection of his number, and bars him from recovery herein.

15. Affirmatively alleges that the Commission may only exercise such powers as are necessary to properly supervise telecommunications companies to the extent such services are not otherwise regulated by federal law or regulation, and hence, only the intrastate portion of Complainant's claim is proper for consideration herein.

16. As regards any damages claimed by Complainant, he must show those damages with reasonable or sufficient certainty, and as the damages herein claimed are merely speculative in nature he cannot sustain that burden.

17. That the Complainant knew, or should have know, that until he paid his bill in full to AT&T, his prior carrier,

it had authority to take such action as it deemed appropriate and authorized relating to his long distance toll-free telephone service.

18. Affirmatively alleges that pursuant to the tariff under which Firstel, Inc. operates in South Dakota, as approved by the South Dakota Public Utilities Commission, the claim is limited to charges, if any, incurred to Firstel for the service rendered during the pertinent time involved.

19. Affirmatively ~~alleges~~ that the Complainant failed to properly mitigate his damages, if any.

WHEREFORE, the Respondent, Firstel prays that Complainant's claim and Complaint against Firstel be dismissed and held for naught, and that he take and recover nothing from Firstel, Inc.

Respectfully submitted this 13th day of November, 1993.

RITER, MAYER, HOFER, WATTIER
& BROWN, LLP

By: 

Robert C. Riter, Jr.
A member of said firm
319 S. Coteau - P. O. Box 280
Pierre, SD 57501-0280
Attorneys for Firstel, Inc.

EXHIBIT 1 to Answer of Firstel, Inc.

John Grant/Lown House Restaurant Toll-Free Number Complaint
TC 98-149

THE FOLLOWING OCCURRED ACCORDING TO BRENT STEFFANS, THE
SALES REPRESENTATIVE

March 17, 1997- John Grant, owner of Lown House Restaurant, has been a customer of Brent Steffans, Sales Representative for FirsTel, Inc. since March of 1997 for long distance service only.

FirsTel first ported the 888-800-5663 from LDDS (John Grants previous long distance carrier) on March 17, 1997.

This 800 number has been in existence and been successfully used since March of 1997.

March of 1998 - Brent Steffans, a sales employee of FirsTel, approached John Grant to offer lower long distance rates and to offer local service as an alternative to US West.

John Grant requested a proposal from Brent Steffans.

Brent Steffans requested a copy of the US West bill in order to prepare the proposal. John Grant provided a US West bill dated January 1, 1998 bill to date, attached as Exhibit "A"

In reviewing the US West bill Brent Steffans discovered a second toll free number ringing into the Lown House which was 888-642-5663. This was the first time Brent Steffans knew of the 888-642-5663 number.

Brent Steffans asked John Grant if he knew of the second number and John stated that he was not aware of this 888-642-5663 number.

Brent Steffans asked John Grant if he would like to port the second toll free number to FirsTel's service and then when the port of the 888-642-5663 was complete, to disconnect one of these two numbers. John agreed to this.

As with all customers, Brent Steffans cautioned John Grant to make sure the port was successfully completed before deciding which 800 number to keep.

THE FOLLOWING OCCURRED ACCORDING TO NOTES OF OUR CUSTOMER SERVICE REPRESENTATIVES BRENT STEFFANS (Continued)

- March 18, 1998- The Letter of Intent (LOI) and proper paper work, attached and marked as "Exhibit B", was sent to Linda Gibbons of MCI, FirsTel's carrier, to port the 888-642-5663 number from US West to FirsTel, Inc. under the name of John Grant.
- John Grant was the name used on the US West bill as shown on Exhibit "A".
- March 26, 1998 The LOI was rejected for name mismatch.
- April 2, 1998 The information was re-faxed to MCI to port the 888-642-5663 number from US West under the name John Grant, attached and marked "Exhibit C".
- April 17, 1998 Rejected for name mismatch.
- April 27, 1998 Re-faxed to MCI to port the 888-642-5663 number from US West to FirsTel, attached and marked "Exhibit D".
- May 13, 1998 Darrel, the bookkeeper for John Grant, called Brent Steffans questioning an AT&T bill he received and did not understand what the bill was for. Brent Steffans requested a faxed copy of the bill, to help him understand what the AT&T bill was for. This was the first time Brent Steffans realized that AT&T was now the billing agent for 888-642-5663 instead of US West. Brent informed FirsTel customer service to send the port request to AT&T instead of US West.
- May 20, 1998 The information was faxed to MCI to port the 888-642-5663 from AT&T to FirsTel, attached and marked "Exhibit E".
- June 2, 1998 The port was rejected for name mismatch. Holly Engbrecht of FirsTel faxed the routing information to Linda at MCI to port over the 888-642-5663 from AT&T for FirsTel, attached and marked "Exhibit F".
- June 11, 1998 12:51:38 John Grant called FirsTel customer service from New York, assuming we were now the billing agent for his 888-642-5663, to inform us that when he calls this toll free number, he gets a recording "This number has been disconnected". Todd McNamara of FirsTel issued a trouble ticket.

THE FOLLOWING OCCURRED ACCORDING TO NOTES OF OUR CUSTOMER
SERVICE REPRESENTATIVES BRENT STEFFANS (Continued)

14:58:27 FirsTel discovered that the port of 888-642-5663 still was not complete. Brenda Clark of FirsTel called Linda Gibbons, FirsTel's Account Representative at MCI to inquire. Linda said that AT&T rejected the port several times for a name mismatch. FirsTel then re-submitted another request to port but it was rejected again. Linda, of MCI, stated that because AT&T disconnected their service an expedite port can be done to get service restored for customer. FirsTel faxed Linda all the necessary information, attached and marked "Exhibit G". Linda will try to restore service today.

17:05:39 Todd McNamara of FirsTel left a message with John Grant that AT&T will not port 888-642-5663 to FirsTel until payment has been made by John.

June 17, 1998

Between June 2 and June 11 the port was rejected again for credit and collections. Faxed the necessary information to Linda Gibbons of MCI to port the number from AT&T to FirsTel, attached and marked "Exhibit H".

June 29, 1998

Information faxed to MCI to port the number from AT&T to FirsTel, attached and marked "Exhibit I".

June 30, 1998

10:17:40 John Grant's bookkeeper, Darrel, called FirsTel customer service to inform us that the 888-642-5663 has not been ported. Customer Service advised Darrell that AT&T was holding this number.

13:58:26 Darrel called FirsTel customer service and stated that AT&T will port the 888-642-5663 today. Information was forwarded to Betty Rook of FirsTel to call Greg Terhark of AT&T at 602-854-6292 to port the 888-642-5663 today if requested by FirsTel.

16:49:50 Holly of FirsTel called Darrel to inform him the port should be complete by 5:30 today.

July 1, 1998

Brent Steffans called the 888-642-5663 and it was working. Brent Steffans informed Darrel that the toll free number to the Lown House was now working.

NEXT

DOCUMENT (S)

BEST IMAGE

POSSIBLE

USWEST COMMUNICATIONS

JOHN GRANT *LOWN HOUSE B+B*
Account No: 805 642-5883 774
For questions, call 1-800-803-6000

JAN 11 1998 Bill Date

Page 3

▼ LONG DISTANCE SERVICES

LONG DISTANCE CALLS

NO	DATE	TIME	PLACE	AREA-NUMBER	TYPE	MIN	T	AMOUNT
14	DEC 22	858PM	TO ARLINGTON	SD 805 883-5047	E	2 5	A	87
15	DEC 24	1114AM	TO RAPID CITY	SD 805 787-5577	D	8	A	39
16	DEC 30	1039AM	TO SIOUX FLS	SD 805 339-2000	D	7	A	44
17	DEC 31	212PM	TO STURGIS	SD 805 347-5383	D	3 1	A	84
18	DEC 31	420PM	TO BELLEFORCH	SD 805 892-4008	D	1 3	A	31
19	DEC 31	434PM	TO RAPID CITY	SD 805 787-5577	D	5	A	39
20	DEC 31	508PM	TO BELLEFORCH	SD 805 892-4008	D	4	A	20
21	JAN 1	1249PM	TO RAPID CITY	SD 805 787-5577	E	1	A	20
22	JAN 1	103PM	TO RAPID CITY	SD 805 787-5577	E	1	A	20
23	JAN 2	815AM	TO RAPID CITY	SD 805 348-7836	D	5	A	39
24	JAN 2	1118AM	TO STURGIS	SD 805 347-5383	D	10 1	A	1.94

CALLS ELIGIBLE FOR ALL TIME VOLUME DISCOUNT

25	DEC 3	1209PM	TO RAPID CITY	SD 805 787-5577	D	23 3	A	8.06
26	DEC 4	408PM	TO STURGIS	SD 805 347-5383	D	1 2	A	34
27	DEC 4	410PM	TO STURGIS	SD 805 347-2351	D	4	A	30
28	DEC 4	410PM	TO STURGIS	SD 805 347-5383	D	4	A	30
29	DEC 4	412PM	TO RAPID CITY	SD 805 343-1908	D	1 3	A	47
30	DEC 4	414PM	TO BELLEFORCH	SD 805 892-2743	D	1 1	A	32
31	DEC 4	417PM	TO RAPID CITY	SD 805 343-1040	D	7	A	39
32	DEC 4	418PM	TO RAPID CITY	SD 805 348-7836	D	3	A	39
33	DEC 4	435PM	TO RAPID CITY	SD 805 342-7080	D	7	A	39
34	DEC 5	1118AM	TO RAPID CITY	SD 805 923-4402	D	1	A	30
35	DEC 8	802PM	TO STURGIS	SD 805 347-7881	N	16 2	A	1.82
36	DEC 8	825AM	TO RAPID CITY	SD 805 348-6928	D	3	A	39
37	DEC 9	1151AM	TO RAPID CITY	SD 805 787-5577	D	8	A	39
38	DEC 9	1035PM	TO SIOUX FLS	SD 805 333-0484	EM	50 0	A	10.23
39	DEC 11	755AM	TO RAPID CITY	SD 805 343-4875	N	1 3	A	28
40	DEC 13	800PM	TO STURGIS	SD 805 347-7881	N	2 2	A	18

(SUBTOTAL OF CALLS ELIGIBLE FOR DISCOUNT

DETAIL OF 800 SERVICE LINE™ CALLS 888-842-5883

41	DEC 1	850AM	FR RAPID CITY	SD 806 341-5805	2	
42	DEC 1	1223PM	FR RAPID CITY	SD 805 348-8303	5	
43	DEC 1	953PM	FR MURON	SD 805 352-3203	5	
44	DEC 9	1154AM	FR RAPID CITY	SD 805 787-5577	30 4	
45	DEC 18	854AM	FR RAPID CITY	SD 805 355-0386	3	
46	DEC 18	1015AM	FR RAPID CITY	SD 805 355-0386	2	
47	DEC 18	1132AM	FR RAPID CITY	SD 805 355-0386	1 0	
48	DEC 17	1224PM	FR RAPID CITY	SD 805 348-8303	1 2	
49	DEC 17	144PM	FR RAPID CITY	SD 805 355-0386	3 3	
				TOTAL	37.6	

OF CALLS PLACED TO 888-842-5883 9

Type of Long Distance Calls:

D-DAY

N-NITE/WKEND

M-MULT. RT. PERIOD

T-TAX RATE APPLIED - A-7.00%

E-EVENING

NF-NITE/WKEND COLLECT

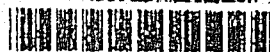
DETAIL OF 800 SERVICE LINE™ CALLS

800 SERVICE LINE™ ACTUAL HOURS USED
HOURS AT 30 SECONDS PER CALL (MINIMUM)
CHARGEABLE HOURS

NON DISCOUNTED
800 SERVICE LINE™ HOURLY RATE
USAGE CHARGES

VOLUME DISCOUNT
DISCOUNT 10% ON USAGE OVER \$80.00
DISCOUNT 12% ON USAGE OVER \$200.00
DISCOUNT 15% ON USAGE OVER \$500.00
DISCOUNT 20% ON USAGE OVER \$1000.00

30%
30%
30%
30%





Letter of Intent

Page 1 of 1**FIRSTEL**

Customer Information

Company

John Grant

Address

City

Spearfish

State

SD

Zip

57783

Customer Contact Name

John Grant

Title

Owner

Contact Phone

(605) 642-5663

800/888 Numbers to be Ported

Current 800/888 Number Carrier

1-888-642-5663

U.S. West

Comments

Terms and Conditions

I designate _____ to provide 800/888 Service for the 800/888 number(s) listed above.

I designate _____ the Responsible Organization ("Resp Org") for each of the 800/888 numbers specified on the Enrollment Form as soon as such numbers become portable and

I authorize _____ to arrange with my existing carrier ("Resp Org") for the transfer of each such number from the existing carrier to _____ at the time such numbers become portable.

I release any third party from liability for acting in accordance with these instructions.

Consultant

Branch

Customer Authorized Signature

Date

EXHIBIT B

**Responsible Organization Change Authorization**

Thank you for selecting FirsTel to be your toll-free service provider.

By signing this Responsible Organization Change Authorization, you agree that FirsTel is authorized to appoint as the Responsible Organization and is authorized to convert your toll-free service provider to FirsTel in accordance with the following:

1. FirsTel will use your current toll-free number(s) listed below to provide you with FirsTel(s) toll-free service as detailed in the FirsTel long distance service order forms signed by you.
2. The conversion is dependent on the timely cooperation of your current toll-free service provider. FirsTel will initiate your FirsTel(s) toll-free service as close as practicable to your requested conversion date as shown below.

If you are also ordering outbound long distance service from FirsTel, FirsTel, as indicated below, will initiate the outbound service either in accordance with its standard delivery interval for such service, or as close as practicable to the date that you have requested FirsTel to initiate toll-free service.

This Authorization is effective and binding upon the parties upon the date FirsTel receives this Authorization signed by you unless you receive written notice from FirsTel to the contrary within thirty (30) days of such date.

Agreed to by:

Company Name John Grant

Authorized Subscriber (Printed Name) JOHN GRANT Phone 655-642-5663

Title Owner

Signature [Signature] Date _____

Your full address

Spokane, WA 99203

Your requested date for toll-free service ASAP

Your current toll-free service provider U.S. West

Your current toll-free number(s)

Toll-Free routing number

Specify appropriate access type and extended coverage options

1-888-642-5663

605-642-5663

Switched ☐ Dedicated ☐ AK ☐ HI ☐ PR/VI ☐ Canada ☐
Switched ☐ Dedicated ☐ AK ☐ HI ☐ PR/VI ☐ Canada ☐
Switched ☐ Dedicated ☐ AK ☐ HI ☐ PR/VI ☐ Canada ☐
Switched ☐ Dedicated ☐ AK ☐ HI ☐ PR/VI ☐ Canada ☐
Switched ☐ Dedicated ☐ AK ☐ HI ☐ PR/VI ☐ Canada ☐

Reseller ID: _____

Sales Rep#: 121

Current Account #: _____

RespOrg ID: _____

Contact: _____



110 South Phillips • Suite 202
Sioux Falls, SD 57104-6727
605-332-3232
Fax 605-332-8004 • 1-800-605-3232

Facsimile Cover Sheet

To: Linda Gibbons
Company: MCI
Phone: _____
Fax: _____

From: Lym
Company: FIRSTEL
Phone: (605)332-3232
Fax: (605)332-8004

Date: 4/2/98
Pages including this
cover page: 5

Comments: (888) rejected 3/26 for
name mismatch - please resubmit
ASAP. ALSO - you may have more
paperwork somewhere on this #
w/ a different DNIS - the correct
DNIS is 2003996 (if you find
paperwork w/ 2004024 to be
attached - disregard it!)

Thanks Linda!

EXHIBIT "C"



110 South Phillips • Suite 202
Sioux Falls, SD 57102
605-332-3222
Fax 605-332-8004 • 1-800-605-3212

MCI Telecommunications
Attn: Linda Gibbons
5500 Wazata Blvd
Minneapolis, MN 55416

Dear Linda:

Please turn up 888 642 5613 with DNE 200 3996
attached to it, effective ___/___/___. ASAP!

If you have any questions, please contact me at (605) 332-3232.

Thank you.

Sincerely,


Brenda Clark

make Complex



Letter of Intent

Page 1 of 1

FIRSTEL

Customer Information

Company John Grant
Address 127 W. Grant
City Spearfish State SD Zip 57783
Customer Contact Name John Grant
Title Owner Contact Phone (605) 642-5663

800/888 Numbers to be Ported

Current 800/888 Number Carrier

<u>1-888-642-5663</u>	<u>U.S. West</u>

Comments

Terms and Conditions

I designate _____ to provide 800/888 Service for the 800/888 number(s) listed above.
I designate _____ the Responsible Organization ("Resp Org") for each of the 800/888 numbers specified on the Enrollment Form as soon as such numbers become portable and I authorize _____ to arrange with my existing carrier ("Resp Org") for the transfer of each such number from the existing carrier to _____ at the time such numbers become portable.
I release any third party from liability for acting in accordance with these instructions.

Consultant

Branch

Customer Authorized Signature

Date

MCI

TRACKING NUMBER: 0999323

Letter of Authorization for change of Responsible Organization (RESP ORG): MCI01

To whom it may concern:

The undersigned has selected MCI Telecommunications Corporation ("MCI") to act as RESP ORG for the toll-free numbers identified below and on any addenda attached to this letter and has authorized MCI to act as agent for the undersigned for the purpose of taking such actions as may be required on behalf of the undersigned to implement this selection. The undersigned releases from liability any person to whom this letter is provided for actions taken in accordance with the foregoing. This form is only for use in connection with a RESP ORG change and is not by itself intended nor shall it be construed as authorization to disconnect any toll-free service.

Toll-free Number	Corporate ID/ Mega Bill ID	RESP ORG CHANGE Effective Date / Time	Current SMS RESP ORG ID Code
(888) 642-5663	99471235	05/05/00	000000
() -			
() -			
() -			
() -			
() -			
() -			

NOTE:

All toll-free numbers listed have the same effective date/time for RESP ORG change and same current SMS RESP ORG ID Code. This verifies that MCI will carry both IntraLATA and Interstate toll-free traffic or calls.

☐ Check here to indicate additional toll-free numbers to be changed.
An attachment of _____ pages follows.

Segment (check only one): ☐ Branch Sales (Bus Svcs) ☐ National Account ☐ Cust Svc ☐ Tmktg Sales ☐ Carriers

By: _____ Title _____	FirstTel Company Name (Please Print or Type) _____	Brenda Clark Customer Name (Please Print or Type) _____
--------------------------	---	--

Customer Address: 110 S Phillips Ave, Ste 202
Sioux Falls, SD 57102

Customer Main Phone Number: 605-332-3232	Contact Name: Brenda Clark
Customer Contact Phone #: 605-332-3232	Current Toll-free Service Provider:

MCI NASC / CSC / Center Contact _____
MCI Dept _____ / Loc _____ VNET _____

NOTE: All fields must be completed in order to be processed.

Letter of Intent

Page 1 of 1

FIRSTEL

Customer Information

Company Loun House Restaurant
 Address 745 N 5th St.
 City Spanglish State SD Zip 57283-2048
 Customer Contact Name John Grant
 Title Owner Contact Phone (605) 642-5663

800/888 Numbers to be Ported	Current 800/888 Number Carrier
<u>1-888-642-5663</u>	<u>AT & T</u>

Comments

Terms and Conditions

I designate _____ to provide 800/888 Service for the 800/888 number(s) listed above.
 I designate _____ the Responsible Organization ("Resp Org") for each of the 800/888 numbers specified on the Enrollment Form as soon as such numbers become portable and I authorize _____ to arrange with my existing carrier ("Resp Org") for the transfer of each such number from the existing carrier to _____ at the time such numbers become portable.
 I release any third party from liability for acting in accordance with these instructions.

Brent P. Steffens 121
 Consultant Branch
[Signature] 5-20-98
 Customer Authorized Signature Date



Responsible Organization Change Authorization

Thank you for selecting FirsTel to be your toll-free service provider.

By signing this Responsible Organization Change Authorization, you agree that FirsTel is authorized to appoint _____ as the Responsible Organization and is authorized to convert your toll-free service provider to FirsTel in accordance with the following:

1. FirsTel will use your current toll-free number(s) listed below to provide you with FirsTel(s) toll-free service as detailed in the FirsTel long distance service order forms signed by you.
2. The conversion is dependent on the timely cooperation of your current toll-free service provider. FirsTel will initiate your FirsTel(s) toll-free service as close as practicable to your requested conversion date as shown below.

If you are also ordering outbound long distance service from FirsTel; FirsTel, as indicated below, will initiate the outbound service either in accordance with its standard delivery interval for such service, or as close as practicable to the date that you have requested FirsTel to initiate toll-free service.

This Authorization is effective and binding upon the parties upon the date FirsTel receives this Authorization signed by you unless you receive written notice from FirsTel to the contrary within thirty (30) days of such date.

Agreed to by:

Company Name Lown House Restaurant
Authorized Subscriber (Printed Name) John Grant Phone 605-642-5663
Title Owner

Signature [Signature] Date 5-20-98

Your full address 745 N. 5th St.

Spanish, SD 57783-2048

Your requested date for toll-free service ASAP

Your current toll-free service provider ATT

Your current toll-free number(s)

Toll-Free routing number

Specify appropriate access type and extended coverage options

<u>1-888-642-5663</u>	<u>1-605-642-5663</u>	Switched <input type="checkbox"/>	Dedicated <input type="checkbox"/>	AK <input type="checkbox"/>	HI <input type="checkbox"/>	PR/VI <input type="checkbox"/>	Canada <input type="checkbox"/>
_____	_____	Switched <input type="checkbox"/>	Dedicated <input type="checkbox"/>	AK <input type="checkbox"/>	HI <input type="checkbox"/>	PR/VI <input type="checkbox"/>	Canada <input type="checkbox"/>
_____	_____	Switched <input type="checkbox"/>	Dedicated <input type="checkbox"/>	AK <input type="checkbox"/>	HI <input type="checkbox"/>	PR/VI <input type="checkbox"/>	Canada <input type="checkbox"/>
_____	_____	Switched <input type="checkbox"/>	Dedicated <input type="checkbox"/>	AK <input type="checkbox"/>	HI <input type="checkbox"/>	PR/VI <input type="checkbox"/>	Canada <input type="checkbox"/>
_____	_____	Switched <input type="checkbox"/>	Dedicated <input type="checkbox"/>	AK <input type="checkbox"/>	HI <input type="checkbox"/>	PR/VI <input type="checkbox"/>	Canada <input type="checkbox"/>

Reseller ID: _____
Sales Rep#: 121
Current Account #: _____
RespOrg ID: _____

Contact: _____



110 South Phillips • Suite 202
Sioux Falls, SD 57104-6727
605-332-3232
Fax 605-332-8004 • 1-800-605-3232

6-2-98

MCI Telecommunications
Attn: Linda Gibbons
5500 Wayzata Blvd
Minneapolis, MN 55416

Dear Linda:

Please turn up 888-642-5663 with DNIS 2003996
attached to it, effective / / . ASAP

If you have any questions, please contact me at (605)332-3232.

Thank you.

Sincerely,

Hollie Engbrecht

Hollie Engbrecht

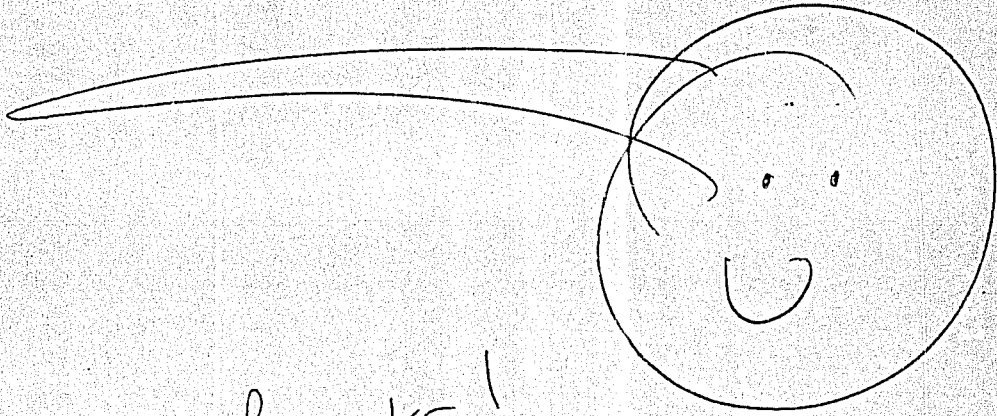
Set up Complex Please

EXHIBIT "F"

6/11/98

Linda:

Out of Service
please rush!



Thanks!
Glenice

CL TOMER TROUBLE REPORT

(Circle One)

Dialer _____ Switch X TNET _____ Cellular _____ Local Service? Yes or No

Date Reported: 6-11-98 Time Reported: _____

Call Taken By: 7000 Sales Rep: _____

Acct Number: 32254 Phone #: 605-642-5663 Cell # _____

Acct Name: LOWIN House

Address: 127 W. Grant City/ST: _____

Reported By/Cust/Rep: John Auth Code 113385 PAC (S, 33)

Difficulty/Request: 888-642-5663 Complex SC-800-20

Getting this # disconnected
Auth 113996
888-642-5663 2003996 XNIS
Out of Service
Average Usage: _____

- Trouble Affecting These Areas: (Circle those that apply)
Outgoing calls-Incoming calls-Local calls-In State calls-Out of State calls-Roaming-Home Cellular Service
ATT will release off payment

- Test Call Results:
Date of call(s): _____ Time(s) Call(s) were made: _____
Originating Number: _____
Terminating Number: _____
Symptoms (fast busy, sirens, system recording) _____

Was customer advised to unplug the dialer? Yes _____ No _____
If No, was customer given bypass number? Yes _____ No _____

TNET/CELLULAR

Date Sent to Carrier: _____
Delays? Why? _____
Date Completed by Carrier: _____

Special Programming: _____

Resolution: Called Linda (requested her to check on DNIS) Toll Free 1107
ATT rejected name mismatch - then dialed wrong # disconnected
Linda will rush because "Out of Service" Called to confirm
Signed: _____ Service Date: _____ she received fax
S/N IN _____ S/N Out _____ at 3:05 pm YES

See back of Page for more information? Yes _____ No _____
She will try to rush to restore service

Fax 800-956-0352 for Field Techs

EXHIBIT "G"

ACCOUNT CHANGE FORM

Account Information

Acct# 1-32254 Phone/Cel# 605-642-5663 Cycle # 8
 Customer Name Lown House Today's Date 6-1-11-198
 Address 127 W. Grant Effective Date 1/1/1
 City Spearfish State SD Zip Code 57783

New Service Address

New Bill To Address

Name Lown House Name Lown House Restaurant
745 5th Street 410 East Colorado Blvd
 City/ST/Zip Spearfish SD 57783 City/SV/Zip Spearfish SD 57783

Account Name Change _____

Contact Name Change _____ Phone# Change _____

Service Changes

Answer Supervision ☐ Yes ☐ No (codes) _____
 Tax Status Change: ☐ Federal ☐ ST ☐ Local ☒ Exempt ☐ Non Exempt
 800# Ring To Change (_____) 800# code _____ Complex? ☐ Yes ☐ No

Additional Cards _____ # of Cards _____ 800 Travel Auth _____ PAC's _____
 950 Travel Auth _____ PAC's _____

Cardholder Names _____

Cancellation of Service

Services to Cancel: 800 _____ Outbound _____ Cellular _____ Voice Mail _____
 Auth Codes to Cancel: _____

Cellular Service Changes

ESN # Change FR _____ TO _____ Why/Who called? _____

Feature Activation: ☐ Call Forwarding ☐ Call Waiting ☐ No Answer Transfer ☐ 3Way Calling
☐ Voice Mail ☐ Custom Calling Fkg

COMMENTS: Cm needs service + bill to address
changed

Date Sent to TNET or Cellular Carrier _____ Completed _____

Notes: _____



TRACKING NUMBER: 0998904

Letter of Authorization for change of Responsible Organization (RESP ORG): MCI01

To whom it may concern:

The undersigned has selected MCI Telecommunications Corporation ("MCI") to act as RESP ORG for the toll-free numbers identified below and on any addenda attached to this letter and has authorized MCI to act as agent for the undersigned for the purpose of taking such actions as may be required on behalf of the undersigned to implement this selection. The undersigned releases from liability any person to whom this letter is provided for actions taken in accordance with the foregoing. This form is only for use in connection with a RESP ORG change and is not by itself intended nor shall it be construed as authorization to disconnect any toll-free service.

Toll-free Number	Corporate ID/ Mega Bill ID	RESP ORG CHANGE Effective Date / Time	Current SMS RESP ORG ID Code
(888) 642-5663	99471236	06/11/98	000000
() -			
() -			
() -			
() -			
() -			
() -			

NOTE:

All toll-free numbers listed have the same effective date/time for RESP ORG change and same current SMS RESP ORG ID Code. This verifies that MCI will carry both IntraLATA and Interstate toll-free traffic or calls.

☐ Check here to indicate additional toll-free numbers to be changed
An attachment of _____ pages follows.

Segment (check only one): ☐ Branch Sales (Bus Svcs) ☐ National Account ☐ Cust Svc ☐ Tmktg Sales ☐ Carriers

FirstTel
Company Name (Please Print or Type)

Brenda Clark
Customer Name (Please Print or Type)

By: _____
Title

Brenda Clark 6/11/98
Signature / Date

Customer Address: 110 S. Phillips Ave. Ste. 202

Sioux Falls, SD 57102

Customer Main Phone Number: 605-332-3232 Contact Name: _____

Customer Contact Phone #: 605-332-3232 Current Toll-free Service Provider: _____

MCI NASC / CSC / Center Contact _____

MCI Dept _____ / Loc _____ VNET _____ **NOTE: All fields must be completed in order to be processed.**

White Copy to:
MCI Transition Management
7000 Weston Parkway
Cary, NC 27513-2118
Attn.: LOA Gains Processing
Dept. / Loc. 9413/647

Yellow - Branch Copy
Pink - Customer Copy

TRANSACTION REPORT

JUN-11-98 THU 2:58 PM

FOR: FirstTel

605 332 0119

DATE	START	RECEIVER	TX TIME	PAGES	TYPE
JUN-11	2:54 PM	MCI	3' 27"	4	SEND

NOTE

OK



110 South Phillips • Suite 202
Sioux Falls, SD 57104-8727
605-332-3232
Fax 605-332-8004 • 1-800-605-3222

Urgent

Facsimile Cover Sheet

To: Linda Gibbens
Company: MCI
Phone: _____
Fax: _____

From: Lynn
Company: FIRSTEL
Phone: (605)332-3232
Fax: (605)332-8004

Date: 4/17/98
Pages including this
cover page: 4

Comments: Linda - This is the 800#
[(888) 642-5663] that was
rej. for cr. collections & is
now out of service - said
you could expedite & possibly
have service restored today.
(The cm has paid their obligation)
Thanks so much Linda!

Still reject Credit Collections

TOTAL P.07



110 South Phillips • Suite 202
Sioux Falls, SD 57104-6727
605-332-3232
Fax 605-332-8004 • 1-800-605-3232

Facsimile Cover Sheet

To: Linda Gibbons
Company: MCI
Phone: _____
Fax: _____

From: Hollie
Company: FIRSTEL
Phone: (605)332-3232
Fax: (605)332-8004

Date: 6-29-98
Pages including this
cover page: 4

Comments: Linda - this is the 800#
(888) 642-5663 that was
rej. for Cr. Collections & is now
out of service. Could you please
expedite. (Cm has paid their
obligation.)

5:00 6-30

1/2 hr.

Thanks,
Hollie

MCI

TRACKING NUMBER:

0998547

Letter of Authorization for change of Responsible Organization (RESP ORG): MCI01

To whom it may concern:

The undersigned has selected MCI Telecommunications Corporation ("MCI") to act as RESP ORG for the toll-free numbers identified below and on any addenda attached to this letter and has authorized MCI to act as agent for the undersigned for the purpose of taking such actions as may be required on behalf of the undersigned to implement this selection. The undersigned releases from liability any person to whom this letter is provided for actions taken in accordance with the foregoing. This form is only for use in connection with a RESP ORG change and is not by itself intended nor shall it be construed as authorization to disconnect any toll-free service.

Toll-free Number	Corporate ID/ Mega Bill ID	RESP ORG CHANGE Effective Date / Time	Current SMS RESP ORG ID Code
(888) 642-5663	99471236	07/07/00	00000
() -			
() -			
() -			
() -			
() -			
() -			

NOTE:

All toll-free numbers listed have the same effective date/time for RESP ORG change and same current SMS RESP ORG ID Code. This verifies that MCI will carry both IntraLATA and Interstate toll-free traffic or calls.

☐ Check here to indicate additional toll-free numbers to be changed

An attachment of _____ pages follows.

Segment (check only one): ☐ Branch Sales (Bus Svcs) ☐ National Account ☐ Cust Svc ☐ Tmktg Sales ☐ Carriers**FirstTel**

Company Name (Please Print or Type)

Julie Dykstra

Customer Name (Please Print or Type)

By: _____
Title

Signature / Date

Customer Address: **110 S. Phillips Ave Ste 2020****Sioux Falls SD 57102**Customer Main Phone Number: **605-332-3232**Contact Name: **Julie Dykstra**Customer Contact Phone #: **605-332-3232**

Current Toll-free Service Provider:

MCI NASC / CSC / Center Contact

MCI Dept: _____ / Loc: _____ VNET

NOTE: All fields must be completed in order to be processed.

White Copy to:
MCI Transition Management
7000 Weston Parkway
Cary, NC 27513-2118
Attn: LOA Gains Processing
Dept. / Loc. 9413/647

Yellow - Branch Copy
Pink - Customer Copy

Letter of Intent

Page 1 of 1

FIRSTEL

Customer Information

Company Lown House Restaurant / John Grant

Address 745 N 5th St.

City Spanish State SD Zip 57783-2048

Customer Contact Name John Grant

Title Owner Contact Phone (605) 642-5663

800/888 Numbers to be Ported	Current 800/888 Number Carrier
<u>1-888-642-5663</u>	<u>AT & T</u>

Comments

Terms and Conditions

I designate _____ to provide 800/888 Service for the 800/888 number(s) listed above.
 I designate _____ the Responsible Organization ("Resp Org") for each of the 800/888 numbers specified on the Enrollment Form as soon as such numbers become portable and
 I authorize _____ to arrange with my existing carrier ("Resp Org") for the transfer of each such number from the existing carrier to _____ at the time such numbers become portable.
 I release any third party from liability for acting in accordance with these instructions.

Brent P. Steffen 121
 Consultant Branch

[Signature] 6/29/98
 Customer Authorized Signature Date

RECEIVED

NOV 1 1998

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

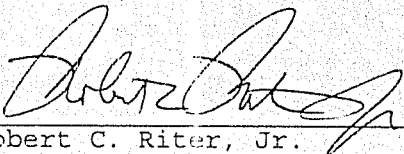
IN THE MATTER OF THE COMPLAINT FILED BY)
LOWN HOUSE RESTAURANT, SPEARFISH, SOUTH) TC 98-149
DAKOTA, AGAINST AT&T COMMUNICATIONS OF)
THE MIDWEST, INC. AND FIRSTEL, INC.) CERTIFICATE OF SERVICE
REGARDING CUSTOMER SERVICE ISSUES.)

I, Robert C. Riter, Jr., certify that true and correct
copy of Answer of Firstel, Inc. was mailed to each of the
following by first class mail on the 13th day of November,
1998:

Jerry Campbell
AT&T
1875 Lawrence St.
Suite 1434
Denver, CO 80202

Karen Cremer
Attorney at Law
Public Utilities Commission
500 E. Capitol
Pierre, SD 57501

John J. Grant
Lown House Restaurant
745 5th Street
Spearfish, SD 57783


Robert C. Riter, Jr.

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

IN THE MATTER OF THE COMPLAINT)
FILED BY LOWN HOUSE RESTAURANT)
AGAINST AT&T COMMUNICATIONS OF)
THE MIDWEST, INC. AND FIRSTEL)
ADVANCED COMMUNICATIONS, INC.)

TC 98-149

RECEIVED

NOV 17 1998

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

**AT&T COMMUNICATIONS OF THE MIDWEST, INC.'S ANSWER TO
LOWN HOUSE RESTAURANT'S COMPLAINT**

I. BACKGROUND

On June 23, 1998, Mr. John J. Grant, owner of Lown House Restaurant ("Customer"), originally filed with the Commission's Consumer Affairs Department an informal complaint against AT&T Communications of the Midwest, Inc. ("AT&T") regarding the same issues presently before the Commission in this matter. Customer is seeking compensation for alleged lost potential business revenues in the amount of \$8,000 to \$9,000. Customer claims it lost such potential business revenues directly and solely due to the disconnecting of Customer's toll-free business telephone number by AT&T. AT&T disputes certain material facts relied upon by Customer in its complaint and, consequently, Customer's claims for lost potential business revenue. Furthermore, AT&T asserts that it acted in good faith and in accordance with applicable law and has not committed any unlawful or unreasonable act, rate, practice or omission in disconnecting Customer's toll-free number for nonpayment.

II. ANSWERS TO CUSTOMER'S CLAIMS

A) Customer contends that in December of 1997 it switched its toll-free service for the 888-642-5663 telephone number from AT&T to FirsTel Advanced Communications, Inc. ("FirsTel").

AT&T's records indicate that Customer's 888-642-5663 toll-free number was not switched to FirsTel in December of 1997 but, rather, was re-established with AT&T. An outbound telemarketing call was made from an AT&T third-party vendor to Customer on December 5, 1997. A Ms. Fran Gibbs at Choice (third-party vendor) conducted the solicitation. During such solicitation/sale, Customer affirmatively agreed to have AT&T as its supplier for the above referenced toll-free number and third-party verification (TPV) was provided through Sandra at AT&T. The solicitation/sale was taped for quality assurance and a transcript of the solicitation/sale is attached as Exhibit No. 1.

B) Customer further contends that AT&T required a "release form" in order to port its toll-free number to FirsTel and that such information was sent to AT&T on at least three occasions without action. Customer also states that it was not until May of 1998 that AT&T acknowledged errors on such forms.

Every toll-free number provider is, or should be, aware that the completion of a new Responsible Organization (Resp Org) Letter of Authorization is not only mandated by the Federal Communications Commission but is also the responsibility of the carrier requesting the "porting" and not the responsibility of the carrier currently holding a customer's toll-free number. In addition, toll-free number providers are, or should be, aware that, because of security, privacy and liability issues, the information required on a new Resp Org Letter of Authorization must match exactly the information held by the currently authorized carrier. Adherence to this standard helps protect the customer against toll-free number slamming.

AT&T has yet to obtain any internal information regarding the number of occasions such paperwork was submitted to AT&T or AT&T's subsequent acknowledgement or response(s) to such submissions. However, a timeline prepared by FirsTel indicates that the initial Resp Org paperwork for Customer's toll-free number was inadvertently being sent to U S West and not to AT&T as Customer claims. A copy of such timeline is provided as Exhibit No. 2.

It is possible that once such paperwork was received by AT&T, AT&T may have rejected it for a variety of reasons, including errors in Customer Name, Toll-Free Number, etc. Again, this helps to protect customers from unauthorized switches. However, in Customer's situation, rejections for inaccuracies in Customer's Resp Org paperwork would have, initially, been nonexistent. Customer's Resp Org paperwork would have been summarily rejected as a result of the then present outstanding balance on Customer's account. AT&T would not have reviewed the paperwork for errors until Customer's account was paid in full.

C) Customer further contends that it did not know why AT&T was still "in the picture" or why its service was disconnected on May 12, 1998.

While AT&T has no specific knowledge of Customer's relationship with FirsTel, AT&T did, both in conversations with and letters to Customer, advise that Customer's account was past due and that service restriction would ensue unless the account was brought up to date. AT&T sent a system-generated collection letter to Customer on March 2, 1998, and made direct attempts to contact Customer via phone on March 3, 1998, and March 6, 1998, leaving messages on both occasions. Customer, during a return call to AT&T on March 6, 1998, acknowledged the outstanding charges and affirmatively agreed to bring the account current by April 3, 1998. A system-generated payment

arrangement confirmation letter was then sent to Customer on March 9, 1998. Template copies of the collection and payment arrangement confirmation letters are attached as Exhibit No. 3.¹

D) Customer further contends that AT&T was sending invoices to an old address/P.O. box which was not used for official business and this may have resulted in Customer's account having an outstanding balance, as well as the subsequent service restriction.

AT&T sent invoices to the address agreed to by Customer during the initial telemarketing solicitation/sale, specifically 745 N. 5th Street, Spearfish, SD 57783. This address is and remains the physical location of the Customer's business. In addition, AT&T provided Customer with outstanding balance totals during the telephone conversation held on March 6, 1998. During such conversation, Customer made a promise to pay the outstanding balance by April 3, 1998. Customer later broke this arrangement as payment was not received by the agreed-upon date.

During the March 6, 1998 conversation, Customer did request a change of billing address to 127 W. Grant Street in Spearfish. The AT&T representative who took Customer's request entered the change in AT&T's systems, however, for unknown reasons, AT&T's automated systems did not process the address change. AT&T believes that such error is immaterial to Customer's complaint for two reasons. First, documentation provided to the Commission by Customer in its formal complaint shows that Customer planned to utilize the same 745 N. 5th Street address for billing purposes in

¹ Template copies are provided because an executed copy is unavailable. These letters are generated automatically by AT&T's systems when an account approaches being 90 days past due. Information (name, address, account number, past due amount, date, etc.) is pulled from a customer's account record and inserted into specific fields in the template letter. Once the letter is generated, a notation appears on the customer's account. Due to storage constraints, AT&T does not retain actual copies of the original letters which have been mailed to the customer.

its Subscription Agreement with FirsTel. A copy of the FirsTel Subscription Agreement provided by Customer is attached as Exhibit No. 4. Second, irrespective of whether the Customer actually received a physical invoice, which AT&T believes it did, ongoing relationships between a customer and a supplier are contractual in nature and a claim of improper delivery of an invoice(s) in no way relieves a customer of its obligation to pay for services rendered if such customer is or has been made aware of outstanding balances via other channels. Customer was informed of its outstanding balance in a system-generated letter dated March 2, 1998, and in the aforementioned telephone conversation held on March 6, 1998. In the event a customer disputes the amount of such charges, the customer still has an obligation to pay such charges pending resolution of the disputed amounts. AT&T does, however, have internal policies that stop collection efforts in instances where a customer is disputing charges to its account. At no time during the March 6, 1998, telephone conversation between AT&T and the Customer did the Customer indicate that it was disputing any of the charges reported to it by AT&T.

E) Customer makes numerous claims that AT&T utilized "stalling" tactics in an effort to maintain the "status quo".

As is the case with any for-profit business operating in a competitive environment, AT&T seeks to receive and process customer payments as quickly as possible, subject to legal requirements and standards of commercial reasonableness. AT&T believes that it acted in a lawful and an appropriate manner in its attempts to receive payment for services it rendered to Customer. AT&T gave Customer several opportunities to bring its account balance current prior to disconnecting its service. At Customer's request, AT&T immediately released Customer's toll-free number once its account was brought current.

F) Customer's claim for lost business revenues alludes to the belief that service restriction was in place for a longer period than was actually the case.

Customer's service began on or about December 9, 1997, and continued until May 12, 1998. It is AT&T's policy that once a confirmed payment arrangement is broken by a customer, service is not restored until the account is paid in full. Customer states that a payment in the amount of \$239.26 was mailed to AT&T on May 8, 1998. However, in addition to being more than a month beyond the agreed upon payment arrangement date established during the March 6, 1998, telephone conversation between Customer and AT&T, such payment was cashed by AT&T on June 12, 1998. A copy of Customer's cancelled check is attached as Exhibit No. 5. AT&T has additional internal systems in place to prevent lost or misplaced payments. If a payment cannot be immediately matched to a specific customer account or if such payment is inadvertently sent to an incorrect AT&T payment office, such payment is cashed nonetheless and placed in a clearing fund to be later matched and posted to a specific customer account. The fact that Customer's payment was cashed on June 12, 1998, indicates that such payment was mailed on a date closer to June 12, allowing for postal delivery time. On June 16, 1998, Customer made a subsequent and final payment by credit card for \$25.40 and requested that its account be closed immediately. AT&T honored Customer's request and closed the account on June 16th.

III. JURISDICTION/TARIFFS

It is AT&T's position that the Commission has proper jurisdiction over the intrastate portion of the Customer's toll-free service, but not over the interstate portion. The AT&T service consisting of calls made to the Customer's toll-free number from

outside of South Dakota was provided pursuant to the terms of FCC Tariff No. 1 and is within the jurisdiction of the Federal Communications Commission. The relevant provisions of that tariff are attached as Exhibit No. 6. Any complaint Customer has with respect to the interstate portion of its service from AT&T is not properly before this Commission.

The AT&T service consisting of calls made to the Customer's toll-free number from within South Dakota was provided pursuant to AT&T's South Dakota Custom Service Network Tariff (the "SD Tariff"). The relevant provisions of that tariff are attached as Exhibit No. 7. The Customer seeks damages for loss of business, presumably for the period of time that its toll-free service was disconnected by AT&T for non-payment, from May 12, 1998 until on or about June 16, 1998. Pursuant to Section 2.6.1 of the SD Tariff, AT&T's liability is limited to "an amount equal to the initial period charge provided for under this tariff for the Custom Network Service call for the period during which the call was affected." The period charges are set forth in the SD Tariff pricing pages for Option S (Option VI) at Exhibit No. 8. Therefore, AT&T cannot be held liable for consequential damages such as those sought by Customer.

Should the Commission find in favor of the complainant and decide to award damages to the Customer, they must be limited to the intrastate portion of Customer's complaint and calculated based on the initial period charge described above. AT&T has reviewed copies of the Customer's invoices for the relevant time period which indicate that the total charges for intrastate calls amounted to \$10.71 out of a total long-distance usage amount of \$233.00. Copies of such invoices are available to the Commission if desired.

IV. SUMMARY

Based on our records, it is AT&T's position that it has not committed any unlawful or unreasonable act, rate, practice or omission in this matter and the Commission should dismiss Customer's complaint against AT&T. The facts in this matter are straightforward. Customer received services from AT&T and, after being given several opportunities to bring its account current, was disconnected for nonpayment. Customer received continuous, uninterrupted service from AT&T for over six months during which time the Customer failed and refused to remit payment, despite having been informed of and having agreed to pay its outstanding balance with AT&T.

AT&T acted in good faith and in accordance with applicable law when dealing with this matter and respectfully requests that the Commission dismiss Customer's complaint against AT&T.

Respectfully submitted this 17th day of November, 1998.

AT&T COMMUNICATIONS OF THE MIDWEST, INC.

By: 

John S. Lovald
P.O. Box 66
Pierre, SD 57501

CERTIFICATE OF SERVICE

I hereby certify that on this 17th day of November, 1998, the original and 10 copies of AT&T Communications of the Midwest, Inc.'s Answer were hand delivered to:

William Bullard, Jr
Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501

and true and correct copies were delivered via regular mail this 17th day of November, 1998 to:

John J. Grant
Lown House Restaurant
745 N. 5th Street
Spearfish, SD 57783

Neil Schmid
Director - Regulatory Affairs
FirsTel Advanced Communications, Inc.
110 S. Phillips, Suite 202
Sioux Falls, SD 57104



John S. Lovall

Transcript of Telemarketing Call to Lown House Restaurant
December 5, 1997

Participants in call:

Fran Gibbs- Telemarketing Representative

John Grant- Owner, Lown House Restaurant

Saundra - AT&T 3rd Party Verification

Telephone call as recorded: (Opening conversation not recorded).

Fran Gibbs: Okay, and also, I just want to let you know for quality control purposes, this call will be recorded. Okay?

John Grant: Okay.

Fran Gibbs: I have the name of your business as Lawn House Restaurant and you're still at 745 North Fifth Street, Spearfish, South Dakota 57785. Is that correct?

John Grant: Correct.

Fran Gibbs: Is that also your billing address, John?

John Grant: No, it's actually 127 West Grant.

Fran Gibbs: 127 West Grant, is that in Spearfish?

John Grant: Yes.

Fran Gibbs: Okay, same zip code?

John Grant: Yes.

Fran Gibbs: Okay, and I have your main number as 605-642-5663?

John Grant: Correct.

Fran Gibbs: And you can dial out on that line, right?

John Grant: Correct.

Fran Gibbs: John, what's your last name?

John Grant: Grant.

Fran Gibbs: G-R-A-N-T?

John Grant: Correct.

Fran Gibbs: Okay, and you're the owner?

John Grant: Correct.

Fran Gibbs: How's business sir?

John Grant: It's not too bad.

Fran Gibbs: That's good. I have your 800 number as 888-642-5663?

John Grant: That's correct.

Fran Gibbs: Okay, and you don't have any other 800 numbers do you?

John Grant: No.

Fran Gibbs: Okay, I'm showing you're spending over \$25 easily with all of your lines combined.

John Grant: Correct.

Fran Gibbs: And I have U S WEST as your local phone company?

John Grant: Correct.

Fran Gibbs: Wil Tel, however they got your lines, we're not sure, we apologize for that. I just want to let you know that your local phone company may charge you a base charge of \$5.00 for us to switch it back, but because you were not aware of it and you didn't authorize it, we will waive that for you. Okay, and also because you didn't authorize them to switch your 800 line, what we will do, John, is waive the \$5.00 service fee on that for you as well for six months. Okay? And then month number 7, the \$5.00 service fee will reoccur.

John Grant: Okay, Ma'am the only thing that I need to know is the thing you just told me was something to do with Wil Tel.

Fran Gibbs: Exactly, that's what I'm talking about. Yeah, Wil Tel. Because you didn't authorize them to switch your 800 line as well, yeah, what we would do is waive the \$5.00 service fee on that for you for six months. Okay? And your 800 number is that in South Dakota only or nationwide?

John Grant: I believe it's nationwide.

Fran Gibbs: Okay, would you like four free listings in our AT&T National Directory Book?

John Grant: That would be fine.

Fran Gibbs: Okay, and I just need about ten more seconds of your time. You may want to write this down and we'll put you back on the program that you were on. It's called the One Rate for Business program. Okay, and with that, John, ...

John Grant: (Mr. Grant coughs) Excuse me.

Fran Gibbs: That's Okay, take your time. Are you ready? With that, you're looking at 12 cents flat rate, state to state, 24 hours a day, 7 days a week. Okay? Okay, I am going to transfer you over to billing and they are going to ask you two quick questions: One, what your 800 number is. You know that by heart right?

John Grant: I don't know it by heart.

Fran Gibbs: Here let me give it to you, 1-888-642-5663. Actually it is just like your main telephone number.

John Grant: Just with an 888.

Fran Gibbs: Exactly, and two, John, they are going to ask you for four numbers to verify that we spoke with you so we can put a stop to Wil Tel and insure your lines are back with AT&T. One second sir, I will speak first.

Recording comes on as call is transferred: The quality of this call may be monitored.

Saundra: Verification. Thank you for calling AT&T. My name is Saundra. How can I help you?

Fran Gibbs: Hi Saundra, Fran Gibbs, G-I-B-B-S.

Saundra: Okay, ready.

Fran Gibbs: 2ASC inbound only, Ma'am. I'm sorry. 2ASC inbound/outbound. John?

John Grant: Yes.

Fran Gibbs: Just wanted to make sure you were there.

Saundra: Customer's name?

Fran Gibbs: John Grant. He has a bad cold. He's the owner.

Saundra: Can I have the name and account name?

Fran Gibbs: Lown House Restaurant.

Saundra: Hold on until I can get his information please.

Fran Gibbs: Sure.

Saundra: Okay. Do you have the BPN?

Fran Gibbs: 605-642-5663.

Saundra: 605-642-5663?

Fran Gibbs: Yes, Saundra.

Saundra: Can you hold on while I grab the billing please?

Fran Gibbs: Sure. Thank You.

Saundra: Sir, has the area code been recently changed to 520?

John Grant: No.

Saundra: And is through a business?

John Grant: Correct.

Saundra: And how many lines are you bringing over today Fran?

Fran Gibbs: BPN and then the 800 number we'll bring it back.

Saundra: I will process the 800 number in one moment please.

Fran Gibbs: Sure.

Saundra: 602-642-5663?

Fran Gibbs: That's correct.

Saundra: Mr. Grant can I have the name of your company or your name and social security number currently being billed please?

John Grant: Lown House Restaurant.

Saundra: What is the address currently being billed to please?

John Grant: 127 West Grant.

Saundra: May I have the zip code there please?

John Grant: 57783.

Saundra: Do you understand that ...this is Spearfish, South Dakota?

John Grant: Correct.

Saundra: Do you understand sir that you are choosing AT&T as your long distance carrier and revoking any authority that you may have given to previous carriers?

John Grant: Correct.

Saundra: Do you also understand that there may a switching fee from your local telephone company for which AT&T will reimburse you up to \$5.00 per line?

John Grant: Correct.

Saundra: Just to verify that I spoke with you, I need a four digit number that is unique to yourself.

John Grant: 7979.

Saundra: One moment sir while the computer processes and confirms this order. Then I will process your 800 line.

John Grant: Okay.

Saundra: Fran?

Fran Gibbs: Yes?

Saundra: Is the contact number the same as the BPN?

Fran Gibbs: Yes, Saundra.

Saundra: Once again I do have this number recorded as 602-642-5663. Is that correct?

Fran Gibbs: 605-642-5663.

Saundra: 605?

Fran Gibbs: Yes.

Saundra: Okay, that's why I verified the number two times with you Fran, because I processed the line as 602.

Fran Gibbs: Okay, he told you 605 and I told you 605, obviously there is a miscommunication. 605.

Saundra: Hold on one moment please.

Fran Gibbs: Sure.

Fran Gibbs: John?

John Grant: Yes?

Fran Gibbs: Do you have my office number?

John Grant: Yes.

Fran Gibbs: Just hold on tight to that, you know, and if you see any strange occurrences on your phone bill, you know, don't hesitate to give me a call. I'd be happy to assist you in any way. Okay?

John Grant: Sounds fine.

Fran Gibbs: She'll be right with you.

Saundra: Once again, I had BPN recorded at 605-642-5663.

Fran Gibbs: UM HM, yes that is correct.

Saundra: And Mr. Grant, I have us billing on to the Lawn House Restaurant at 745 North Fifth Street, Spearfish, South Dakota, 57783. Is that correct?

John Grant: Correct.

Saundra: Okay, for you once again I had a contact number recorded as 605-642-5663. Is that correct?

Fran Gibbs: That's correct.

Saundra: And how many 800 lines do you have today?

John Grant: Just one.

Saundra: And Mr. Grant can you state your 800 number for me sir?

John Grant: 888-642-5663.

Saundra: And do you understand sir that you are designating AT&T as your responsible organization as well as your carrier for 888-642-5663?

John Grant: Yes.

Saundra: Following this call sir I am required to call back on your 800 line. This is for your protection to insure that I have recorded your number correctly. Will you be available to take my call sir?

John Grant: Yes.

Saundra: I do thank you very much for your help filling this application. My confirmation for you is C019. Have a great day.

SEPTEMBER 25, 1998

TIMELINE OF FIRSTEL

RE: LOWN HOUSE RESTAURANT

TC-98-149

MARCH 17, 1998	BRENT STEFFENS, FIRSTEL SALES REPRESENTATIVE, SIGNED UP STOVES, SPAS AND MORE AND THE LOWN HOUSE B&B FOR LONG DISTANCE SERVICE UNDER A ONE YEAR CONTRACT. FIRSTEL PORTED 888-800-5663 FROM LDDS, THE ONLY TOLL FREE NUMBER THE BRENT STEFFENS KNEW EXISTED AT THIS TIME.
MARCH 1998 (FIRST WEEK)	BRENT STEFFENS APPROACHED JOHN GRANT, OWNER OF LOWN HOUSE TO OFFER LOWER LONG DISTANCE RATES AND TO OFFER LOCAL SERVICE AS AN ALTERNATIVE TO US WEST. JOHN GRANT REQUESTED A PROPOSAL FROM BRENT. BRENT COLLECTED A COPY OF A US WEST BILL TO PREPARE A PROPOSAL. IN EXAMINING THE JANUARY 1, 1998 US WEST BILL. BRENT STEFFENS DISCOVERED A SECOND TOLL FREE NUMBER RINGING TO THE LOWN HOUSE (888-642-5663) BRENT HAD NO KNOWLEDGE OF THIS TOLL FREE NUMBER IN MARCH 1998 BECAUSE HE DID NOT RECEIVE A COPY OF THE US WEST BILL AT THAT TIME. BRENT STEFFENS ASKED JOHN GRANT IF HE WAS AWARE OF THIS SECOND TOLL FREE NUMBER. JOHN GRANT SAID HE WAS NOT AWARE. BRENT STEFFENS ASKED JOHN GRANT IF HE WANTED FIRSTEL TO PORT THIS SECOND TOLL FREE NUMBER TO OUR SERVICE AS WELL, AND THEN WHEN THE PORT WAS COMPLETE, TO DISCONNECT ONE OF THESE TWO NUMBERS. JOHN GRANT AGREED TO THIS.
MARCH 18, 1998	THE LETTER OF INTENT (LOI) AND PROPER PAPER WORK WAS SENT TO MCI FROM FIRSTEL TO PORT THE 888-642-5663 NUMBER UNDER THE NAME JOHN GRANT TO FIRSTEL
MARCH 26, 1998	REJECTED FOR NAME MISMATCH
APRIL 2, 1998	THE INFORMATION WAS RE-FAXED TO MCI TO PORT THE 888-642-5663 NUMBER UNDER THE NAME JOHN GRANT
APRIL 17, 1998	REJECTED FOR NAME MISMATCH
APRIL 27, 1998	RE-FAXED TO MCI TO PORT THE 888-642-5663 NUMBER
MAY 8, 1998	LOWN HOUSE SENT A CHECK TO AT&T FOR AN UNPAID BILL IN THE AMOUNT OF \$239.26
MAY 13, 1998	DARRELL THE BOOKKEEPER FOR JOHN GRANT, CALLED BRENT STEFFENS TO TELL HIM HE HAD RECEIVED AN

	<p>AT&T BILL AND DID NOT UNDERSTAND WHAT THE BILL WAS FOR. BRENT REQUESTED A FAXED COPY OF THE BILL, TO HELP HIM UNDERSTAND WHAT THE AT&T BILL WAS FOR. BRENT BELIEVES THIS WAS THE FIRST TIME HE REALIZED THAT AT&T WAS NOW THE BILLING AGENT FOR 888-642-5663 INSTEAD OF US WEST WHICH WAS UNDER THE NAME LOWN HOUSE RESTAURANT. BRENT STEFFENS INFORMED FIRSTEL CUSTOMER SERVICE TO SEND THE PORT REQUEST TO AT&T INSTEAD OF US WEST.</p>
JUNE 2, 1998	<p>HOLLY ENGBRECHT OF FIRSTEL FAXED THE DESTINATION NUMBER INFORMATION SERVICE (DNIS) INFO TO LINDA AT MCI AS THE FINAL STEP IN PORTING OVER 888-642-5663 FROM AT&T.</p>
JUNE 11, 1998	<p>12:51:38 JOHN GRANT CALLED FIRSTEL CUSTOMER SERVICE FROM NEW YORK, ASSUMING WE WERE NOW THE BILLING AGENT FOR HIS 888-642-5663, TO INFORM US THAT WHEN HE CALLS THIS TOLL FREE NUMBER, HE GETS A RECORDING "THIS NUMBER HAS BEEN DISCONNECTED" TODD MCNAMARA OF FIRSTEL TOLD HIM THAT MAYBE THERE IS A BLOCK ON HIS TOLL FREE NUMBER, AND HE WILL LOOK INTO IT AND REMOVE THE BLOCK, IF THAT'S THE PROBLEM.</p> <p>14:58:27 FIRSTEL DISCOVERED THAT THE PORT OF 888-642-5663 STILL WAS NOT COMPLETE. BRENDA CLARK OF FIRSTEL CALLED LINDA GIBBONS OF MCI, TO INQUIRE. LINDA SAID THAT AT&T REJECTED PORT SEVERAL TIMES FOR NAME MISMATCH. FIRSTEL THEN RE-SUBMITTED REQUEST TO PORT SEVERAL TIMES BUT WAS REJECTED AGAIN. LINDA, OF MCI, STATED THAT BECAUSE AT&T DISCONNECTED THEIR SERVICE, AN EXPEDITE PORT CAN BE DONE TO GET SERVICE RESTORED FOR CUSTOMER. FIRSTEL FAXED LINDA ALL THE NECESSARY INFO INCLUDING LOI/DNIS LETTER AND A COPY OF CURRENT TOLL FREE SERVICE. LINDA WILL TRY TO RESTORE SERVICE TODAY.</p> <p>17:05:39 TODD MCNAMARA OF FIRSTEL LEFT A MESSAGE WITH JOHN GRANT THAT AT&T WILL NOT PORT 888-642-5663 TO FIRSTEL UNTIL PAYMENT HAS BEEN MADE BY JOHN GRANT.</p>

JUNE 30, 1998	<p>10:17:40 JOHN GRANT'S BOOKKEEPER, DARREL, CALLED FIRSTEL CUSTOMER SERVICE TO INFORM US THAT 888-642-5663 WAS STILL NOT WORKING. SARAH NEWMAN TOLD HIM THAT AT&T WILL NOT RELEASE THIS NUMBER TO US UNTIL THEY PAY AT&T FOR THEIR OUTSTANDING BALANCE. SHE ADVISED HIM TO CALL AT&T AND TELL THEM THEY HAVE PAID THE OUTSTANDING BALANCE.</p> <p>13:58:26 DARREL CALLED FIRSTEL CUSTOMER SERVICE TO TELL THEM HE HAD TALKED TO AT&T AND CLEARED UP THE OUTSTANDING BALANCE ISSUE AND THAT AT&T WILL NOW RELEASE 888-642-5663 AND FIRSTEL CAN NOW ORDER THE PORT.</p> <p>16:49:50 HOLLY OF FIRSTEL CALLED DARREL TO INFORM HIM THE PORT SHOULD BE COMPLETE BY THE END OF TODAY.</p>
JULY 1, 1998	BRENT STEFFENS CALLED THE 888-642-5663 NUMBER AND REPORTED THAT IT WAS WORKING AND REPORTED THIS TO DARRELL OF LOWN HOUSE.

JOHN GRANT REQUESTING REIMBURSEMENT FOR BUSINESS LOSS FROM MAY 12, 1998 TO JULY 10, 1998.

SERVICE WAS WORKING ON JULY 1, 1998 PER BRENT STEFFENS.



110 South Phillips • Suite 202
Sioux Falls, SD 57104-6727
605-335-6225 • Fax 605-335-7327

September 28, 1998

South Dakota Public Utilities Commission
500 East Capitol
Pierre, SD 57

Attn: Karen Kremer, Staff Attorney
RE: TC-98-149 Lown House/John Grant Complaint

Dear Karen:

I apologize for being out of town during the last regularly scheduled PUC meeting. As per your request, we have researched our files for all information relating to this account. Attached is a timeline, which identifies the steps that Firstel took in transferring this customer to our service.

In summary, there appears to be two problems that occurred during this transfer:

- 1) We attempted to convert this account from US West to Firstel in March, April, and May of 1998. The name on the bill was 'John Grant'. We did not know that the number was served by AT&T until May 13, 1998, when we were notified, of an AT&T bill that the customer did not understand. We then discovered that the account name was 'Lown House' which was served by AT&T.
- 2) There was an outstanding balance on the AT&T account that prevented us from converting this number to our service. Of course, we had no knowledge of the customer's outstanding balance with another carrier until the transfer failed due to lack of payment on June 11, 1998. Also on June 11, the Lown House notified us that the number was disconnected. Once the balance was paid, AT&T released the number to Firstel on June 30, 1998. The number was promptly converted and working on July 1, 1998.

I would be happy to answer any further questions relating to this matter.

FIRSTEL, INC.

A handwritten signature in black ink, appearing to read "Neil Schmid". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Neil Schmid
Director, Regulatory Affairs

{Request Date}

RE: Account Number {CASS Acct ID}

Dear AT&T Customer,

Thank you for taking the time today to discuss your AT&T account. For your convenience, we are providing this letter to outline the payment schedule agreed upon. If you have already made your payment by credit card or Western Union Quick Collect/PhonePay, PLEASE DISREGARD this system-generated letter. If mailing your payment, the arrangement is as follows:

Payment Amount Payment Date

{Promised amount 1}	{Promised date 1}
{Promised amount 2}	{Promised date 2}
{Promised amount 3}	{Promised date 3}
{Promised amount 4}	{Promised date 4}
{Promised amount 5}	{Promised date 5}
{Promised amount 6}	{Promised date 6}

Please write your account number on your check or money order and mail by the date indicated above to:

{Lock Box Address Line 1 (AT&T)}
{Lock Box Address Line 2}
{Lock Box Address Line 3}

We appreciate your cooperation and attention to this matter. In the future, please mail all current charges upon receipt of each bill.

Following the arrangement will avoid further collection activity including possible referral to an outside collection agency.

If you find it necessary to contact our office, we can be reached at {AIC 800 number}.

Sincerely,

AT&T

Payment Arr agent Letter

Sent 3-9-98

+ 617-98

(Request Date)

Account Number: (CASS Acct ID) Total Due: (Current Balance Due)

Dear Valued Customer:

We are very concerned about your account. Our records indicate that you have an unpaid AT&T bill in the amount of (Current Balance Due) , of which (Amount in which sent account into collections) is currently past due.

Please contact us immediately to make acceptable payment arrangements. These arrangements will require that all amounts due must be paid in full.

Without payment in full, access to the AT&T Network may be interrupted for all services billed under this account number (including 800/888 and cellular services, if applicable).

If this outstanding balance is not paid, your account may also be subject to referral to an outside collection agency.

We advise that this may be our only contact regarding your past due AT&T account.

Please call us now at 1 800 452-2248 to resolve this issue.

AT&T

Collection letter sent
3-2-98

NEXT

DOCUMENT (S)

BEST IMAGE

POSSIBLE

SUBSCRIPTION AGREEMENT

Name: LOWAN HOWARD
 Type of Business: ☐ Corporation ☐ Partnership ☒ Sole Proprietor
 Service Address: 745 5th St.
 City: Spaulding State: ND
 Zip Code: 57783 County: LAURENCE
 Primary Phone Number: (605) 643-5663
 Contact Person: JOHN GRANT Contact Phone: 5744
 Billing Date: ☐ No Preference ☐ 1 ☒ 8 ☐ 15 ☐ 22
 Billing Address, if different: Same
 Local Telephone Company: WISCONSIN
 Previous LD Provider: Outbound
 Send Customer Pack to: ☐ Consultant ☐ Customer (Include address if different than above)

CREDIT INFORMATION

Home Address: Current
 Home Phone: Current
 Social Security Number: Current
 Bank Name, Address & Acct #: Current
 Federal ID #: Current

OUTBOUND SERVICE

Pac Codes for Security Code: ☐ Yes ☐ No
 Fax Code: ☐ Yes ☐ No Fax PAC Code: ☐ Yes ☐ No
 (If pac codes are requested, attach a billing code form)

Rate Plan: 10.5 - 3yr
 Associate Member Affiliate: Ex. 10/10

Yes ☐ No ☐
 Equal Access (1-700 stickers needed) ☐
 Summarization by: ANL or PAC
 Answer Supervision ☐
 International Calling (If Yes box is not checked it will not be authorized) ☐
 Telemangement Reports (Option) ☐
 Multi-Location Service ☐
 Dialer - No. of Lines (Attach form) ☐
 Exlating Dialer? ☐

OUTBOUND FEES

Activation Fee: \$50.00 ☐ Yes ☐ No
 Monthly Service Fee: Outbound \$ 0.00
 Dialer Fee: \$ 0.00

WIRELINE 800 SERVICE

Rate Plan: 10.5 - 3yr

Associate Member Affiliate: None

Number of 800 Numbers Ordered: NONE

Designated Local Phone Number (must be at actual location): (1) 605-643-5663
 (2) None

Yes ☐ No ☒ Telemangement Reports (Option) ☐
 Yes ☐ No ☒ Service Area Restrictions (If yes, attach customer info sheet)

WIRELINE FEES

Activation Fee: \$25.00 ☐ Yes ☒ No
 Monthly Service Fee: \$ 0.00
 Monthly Blocking Fee: \$3.00 ☐ Yes ☒ No

TRAVEL SERVICE

Number of Cards: 121
 PAC Code: ☐ Yes ☐ No (If yes, attach pac code form)
 Log on Cards: ☐ Yes ☐ No (If yes, attach logo)
 Number of Cards: ☐ Yes ☐ No (If yes, attach list)

Print Name: JOHN GRANT

Consultant Signature: Steve P. Steffen

Title: OWNER

Consultant Number: 121

Authorized Signature: [Signature]

Date: 5-20-98

Subject to Credit Approval by Firsttel

With nearest copy of this agreement, please return to: FIRSTTEL - CUSTOMER COPY

Ex. No. 5

261190 92652000 100268996410

410330136 08-11-88
410330136 6354 6354 18

06/12/88 82
IN 06/12/88 8119
12219778

RECEIVED
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE
WASHINGTON, D.C. 20535

LOWN'HOUSE RESTAURANT

J. J. GRANT
745 - 5TH ST. PH. 000-842-6683
SPEARFISH, RD. 67783

1043

PAY
TO THE
ORDER OF

AT & T

DATE 5-8-98

75-021/914

Two-Hundred-Thirty-Nine Dollars & 26/100

\$ 239.26



RUSHMORE
BANK & TRUST

DOLLARS

FOR 019-936-5392-021

000000 23926

AT&T COMMUNICATIONS
Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: November 22, 1994

TARIFF F.C.C. NO. 1
7th Revised Page 23
Cancels 6th Revised Page 23
Effective: December 6, 1994

2.3. RESPONSIBILITIES OF THE COMPANY

2.3.1. Liability

A. The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of LDMTS, and subject to the provisions of B. through G. following, the Company's liability, if any, shall not exceed an amount equal to the initial period charge provided for under this tariff for the LDMTS call for the period during which the call was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this tariff as a credit allowance (see Credit Allowances for Interruptions, page 29).

B. The Company is not liable for damages associated with service, channels, or equipment which it does not furnish.

C. The Company is not liable for damages to a premises resulting from the furnishing of LDMTS, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.

D. The Company shall be indemnified, defended, and held harmless by the Customer and User against all claims, losses, or damages arising from the use of LDMTS furnished pursuant to this tariff, involving:

1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;

2. Claims for patent infringement arising from combining or using LDMTS furnished by the Company in connection with facilities or equipment furnished by others; or

3. All other claims arising out of any act or omission of others relating to LDMTS provided pursuant to this tariff.

E. The Company does not guarantee or make any warranty with respect to LDMTS when used in an explosive atmosphere. The Company shall be indemnified, defended, and held harmless by the Customer and User against all claims, losses or damages by any person relating to LDMTS provided pursuant to this tariff when used in an explosive atmosphere.

AT&T COMMUNICATIONS

Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: April 26, 1994

TARIFF F.C.C. NO. 1

2nd Revised Page 24
Cancels 1st Revised Page 24
Effective: April 27, 1994

2.3.1. Liability (continued)

F. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the Customer and User against claims of patent infringement arising solely from the use by the Customer or User of LDMS offered under this tariff and will indemnify such Customer or User for any damages awarded based solely on such claims.

G. The Company's failure to provide or maintain service under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God, and other circumstances beyond the Company's reasonable control, subject to the Credit Allowances for Interruptions provisions of this tariff.

AT&T COMMUNICATIONS
Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: September 3, 1997

TARIFF F.C.C. NO. 1
13th Revised Page 178.65.43.1
Cancels 12th Revised Page 178.65.43.1
Effective: September 4, 1997

6.13.4. AT&T CustomNet Service - Option S

A. General - AT&T CustomNet Service - Option S permits Customers to select the usage rate schedules and optional Term Plans specified in Sections 6.13.4.C and D., following, for their AT&T CustomNet Service outbound and/or inbound calling in lieu of the usage rate schedules, Term Plans and Flex Plans specified in Section 6.13.1., preceding. Option S does not include certain features, as specified below, that are offered under the basic AT&T CustomNet Service. The Option S domestic usage rate schedules provide distinct Peak/Off-Peak, Postalized usage rates associated with specified Gross Monthly Minimum Revenue Commitments, as selected by the Customer. Option S Term Plan discounts are provided in return for 12-month, 24-month or 36-month term commitments from the Customer.

The Option S Customer must subscribe to a Gross Monthly Minimum Revenue Commitment under Option I, Option II, Option III, Option IV, Option V, Option VI, or Option VII specified in Section 6.13.4.B., following.

The AT&T CustomNet Service features not available with Option S are: the NPA Discount, specified in Section 6.13.1.B.5. preceding; the Volume Discount, specified in Section 6.13.1.B.6. preceding; the Service Term Plan, specified in Section 6.13.1.B.7. preceding; the usage rate schedules associated with the Inward Calling Option, specified in Section 6.13.1.B.8. preceding; the Location-to-Location Discount Plan, specified in Section 6.13.1.B.9. preceding; AT&T CustomNet Service Flex Plan, specified in Section 6.13.1.B.10. preceding; the AT&T CustomNet International Optimizer, specified in Section 6.13.2. preceding; the AT&T CustomNet FAX Option, specified in Section 6.13.3. preceding; AT&T NetPROTECT Advanced, NetPROTECT Premium and NetPROTECT PLUS Services specified in Section 5.7., Section 5.8. and Section 5.9., preceding; the MAXIMUM ADVANTAGE Promotion, specified in Section 8.1.1.432., following; AT&T Partners In Business Program specified in AT&T Tariff F.C.C. No. 2, Section 3.3.4.; Vertical Features specified in AT&T Tariff F.C.C. No. 2, Section 3.3.2.L.; and AT&T CustomNet Geographical Restriction Feature specified in Section 6.13.1.B.11. preceding.

All other tariff rates and regulations applicable to AT&T CustomNet Service also apply to Option S, except that Option S is not available to Service Type 2 Locations and the Monthly Charge specified in Section 6.13.1.B.2. preceding does not apply to Customers subscribing to Option S. *In addition, the Uninterrupted Service Guarantee and Uninterrupted Service Guarantee II as specified in AT&T Tariff F.C.C. No. 2, Sections 2.6.5. and 2.6.7. will apply 30 minutes after AT&T confirms that the options described in Sections 2.6.5. and 2.6.7. are available, except as noted below and except for Option VII. The Uninterrupted Service Guarantee and the Uninterrupted Service Guarantee II specified in AT&T Tariff F.C.C. No. 2 are not available to Option Option VII Customers.

* For those Customers subscribed to or who have on order, the AT&T CustomNet Service - Option S prior to January 30, 1995, the Uninterrupted Service Guarantee and Uninterrupted Service Guarantee II, as specified in AT&T Tariff F.C.C. No. 2, Sections 2.6.5. and 2.6.7., will apply. For Customers who subscribe to AT&T CustomNet Service - Option S, (excluding Option VII), after January 29, 1995 the Uninterrupted Service Guarantee and Uninterrupted Service Guarantee II as specified in AT&T Tariff F.C.C. No. 2, Sections 2.6.5. and 2.6.7. will apply 30 minutes after AT&T confirms that the options described in Sections 2.6.5. and 2.6.7. are available. Customers subscribed to, or who order an AT&T Contract Tariff that includes the availability of AT&T CustomNet Service Option S, (excluding Option VII), will continue to have the Uninterrupted Service Guarantee and Uninterrupted Service Guarantee II, as specified in AT&T Tariff F.C.C. No. 2, Sections 2.6.5. and 2.6.7., available until the end of their current Contract Tariff term.

AT&T COMMUNICATIONS

Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: May 3, 1996

TARIFF F.C.C. NO. 1

14th Revised Page 178.65.43.2
Cancels 13th Revised Page 178.65.43.2
Effective: May 6, 1996

6.13.4. AT&T CustomNet Service - Option S (continued)

Option VI - The Monthly Charges and Volume Discount specified in Section 6.13.4.C.4. following apply to Customers who subscribe to Option VI. In addition, Customers who subscribe to Option VI: (1) are not eligible for any tariffed Guarantees applicable to Option S; (2) are not eligible to subscribe to the Option S Term Plan specified in 6.13.4.D. following; and (3) may not exceed ten locations served by AT&T CustomNet Service - Option S, Option VI. All locations in excess of ten will be billed the applicable rates for Option I and are not eligible to receive the Option VI Volume Discount specified in 6.13.4.C.4. following and are not eligible to receive the Promotional benefits specified in 8.1.1.825 following.

Option VII* - The Monthly Charges specified in Section 6.13.4.C.5. Sx following apply to Customers who subscribe to Option VII. In addition, Customers who subscribe to Option VII: (1) are eligible only for the Promotional benefits specified in 8.1.1.927 or 8.1.1.928 following; (2) are not eligible for any other current promotions applicable to Option S and are not eligible for any future promotion(s) that may be applicable to Option S unless the promotion explicitly states that it applies to Option VII; (3) are not eligible for any tariffed Guarantees applicable to Option S; (4) are not eligible to subscribe to the Option S Term Plan specified in 6.13.4.D. following; and (5) may not exceed ten locations served by AT&T CustomNet Service - Option S, Option VII. All locations in excess of ten will be billed the applicable rates for Option I and are not eligible to receive the Option VII Volume Discount specified in 6.13.4.C.5. following and are not eligible to receive the Promotional benefits specified in 8.1.1.927 and 8.1.1.928 following; (6) are not eligible to subscribe to the AT&T Advanced 800 Service Features specified in AT&T Tariff F.C.C. No. 2; (7) may not subscribe to Option VII for use in conjunction with AT&T CustomNet Service - Option S provided under AT&T Contract Tariff unless the AT&T Contract Tariff explicitly states that it applies to Option VII; (8) are subject to the Late Payment Charge specified in 6.13.4.b.5 following; (9) are not eligible to subscribe to the Mandatory and Validated Account Codes Option specified in 6.24 following; (10) are not eligible to receive an AT&T CIID/891 Calling Card with a Personal Choice Card Number.

A request for maintenance may be submitted to AT&T only from 8AM to 5PM, Monday through Friday, excluding Federally observed holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day, which fall on a weekday Monday through Friday. Maintenance activities will normally be started by AT&T before 5PM on the same day the request is received and AT&T will continue activities after 5PM when necessary to complete such requested maintenance.

* Option VII is not available to new Customers who do not have Option VII on order by May 6, 1996. AT&T Contract Tariffs in effect, or pending, on May 6, 1996, which include the availability of Option VII are not affected by this provision. Option VII benefits do not extend beyond the current term of the Contract Tariff unless otherwise provided herein. Cy .. Cy Sx

x Material filed under Transmittal No. 9919 is scheduled to become effective on May 6, 1996.
y Issued on not less than one day's notice under authority of Special Permission No. 96-0450.

AT&T COMMUNICATIONS
Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: October 29, 1996

TARIFF F.C.C. NO. 1
2nd Revised Page 178.65.43.2.1
Cancels 1st Revised Page 178.65.43.2.1
Effective: October 30, 1996

6.13.4. AT&T CustomNet Service - Option S (continued)

B. Minimum Monthly Revenue Commitment - The Gross Monthly Minimum Revenue Commitment (GMMRC) applies as specified under Option I, Option II, Option III, Option IV, Option V and Option VI below. Usage rate schedules associated with the specific Option subscribed to by the Customer apply as specified in Section 6.13.4.C.1., following.

Gross Monthly Minimum Revenue Commitment

Option I	\$200.00 per monthly billing period
Option II	\$1,000.00 per monthly billing period
Option III	\$5,000.00 per monthly billing period
Option IV	\$3,000.00 per monthly billing period
Option V	\$7,000.00 per monthly billing period
Option VI	\$0.00 per monthly billing period
Option VII	\$0.00 per monthly billing period

The GMMRC is based on gross monthly usage charges (prior to the application of AT&T CustomNet/ACAP and AICAP discounts) for eligible calls billed to the Customer's Option S Main Billed Account. Except as specifically excluded below, eligible calls are: intrastate, interstate and international Dial Station calls; Customer Dialed AT&T CIID/891 Calling Card calls and inward calls billed to the Customer's Option S Main Billed Account. Service charges associated with Customer Dialed AT&T CIID/891 calling Card calls are included as eligible charges under Option S. Charges for eligible calls are used in determining if the Customer's gross monthly usage charges meet or exceed the GMMRC subscribed to by the Customer.

Charges for the following types of calls are not included in determining the Customer's Option S monthly usage charges: Operator Handled calls; Directory Assistance calls; calls completed using AT&T Directory LINK Service; Special Service Codes 500, 700 and 900 calls; 976 calls; Conference Services Calls; cellular access calls; calls to the Atlantic, Pacific and Indian Ocean Regions via AT&T Maritime Mobile Service.

1. Seasonality Provision - If the GMMRC is not met for one or more billing periods, the Customer is subject to payment of a Shortfall Charge. In determining if a Shortfall Charge applies, the Customer's gross monthly usage charges will be averaged over a consecutive 12 full month billing period beginning with the Customer's first full months billing for Option S and each consecutive 12 full month billing period thereafter. If the Customer's average monthly billing is less than the GMMRC, the Customer will be billed a Shortfall Charge equal to the difference between the GMMRC and the average monthly billed usage charges, times 12. If the Customer discontinues service prior to the completion of the 12 consecutive full billing months, the Customer's gross monthly usage charges will be averaged over the actual number of full billing months that Option S was furnished to the Customer. If the Customer's average monthly billing is less than the GMMRC, the Customer will be billed a Shortfall Charge equal to the difference between the GMMRC and the average monthly billed usage charges times the actual number of months that Option S was furnished to the Customer.

AT&T COMMUNICATIONS

Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: October 10, 1997

TARIFF F.C.C. NO. 1

11th Revised Page 178.65.43.3
Cancels 10th Revised Page 178.65.43.3
Effective: October 11, 1997

6.13.4. AT&T CustomNet Service - Option S (continued)

C. Rates and Charges

1. Domestic Charges and Canada Inward Calling Charges - The following rates and charges apply to:

(a) **Domestic Dial Station Calls** - Calls from locations of the Customer in the Mainland or Hawaii to stations throughout the United States, Guam, CNMI, Puerto Rico and the U.S. Virgin Islands. C

(b) **Customer Dialed AT&T CIID/891 Calling Card Domestic Calls** - Calls between stations throughout the United States, Guam, CNMI (except for calls from Alaska) and from Puerto Rico and the U.S. Virgin Islands that are billed to the Customer's Option S Main Billed Account in the Mainland or Hawaii. Service Charges apply as specified in Section 6.13.4.C.3., following.

* (c) **Inward Calling** - Calls from stations located within the United States, Guam, CNMI, Puerto Rico, the U.S. Virgin Islands and Canada to locations of the Customer in the Mainland and Hawaii. Inward calls from stations outside of such areas will be blocked. All tariff terms, regulations and charges specified for Inward Calling under the Inward Calling Option (Section 6.13.1.B.1.8.) also apply to Option S inward calling, except for the Inward Calling usage charges and the Monthly Service Charge and except that the AT&T Advanced 800 Service Features specified in AT&T Tariff F.C.C. No. 2, are not available to Customers subscribed to Option VII. The Monthly Service Charge is \$10.00 for Option S Inward Calling per routing arrangement, except as specified in Sections 6.13.4.C.4. following.

AT&T COMMUNICATIONS

Adm. Rates and Tariffs
 Bridgewater, NJ 08807
 Issued: January 23, 1998

TARIFF F.C.C. NO. 1

15th Revised Page 178.65.43.4
 Cancels 14th Revised Page 178.65.43.4
 Effective: January 24, 1998

6.13.4.C.1. (d) Option I through Option VII Usage Charges

(d) **Option I through Option VII Usage Charges** - Calls are charged at a 30 second minimum per call. Usage over the initial 30 seconds will be charged per 6 second increments or fraction thereof per call. Peak Period rates apply Monday through Friday, from 8am to, but not including, 5pm. Off-Peak Period rates apply for all other hours not included within the Peak Period.

	<u>Mileage</u>	<u>Per Minute Rates</u>		
		<u>Peak Period</u>	<u>Off-Peak Period</u>	
Option I**				N
Dial Station Calls	All	\$.2880	\$.2220	
Calling Card Calls	All	\$.3600	\$.2940	
Inward Calls	All	\$.3900	\$.2640	
- Canada Inward Calls	All	\$.9420	\$.9420	
Option II**				N
Dial Station Calls	All	\$.2760	\$.2220	
Calling Card Calls	All	\$.3540	\$.2880	
Inward Calls	All	\$.3180	\$.2580	
- Canada Inward Calls	All	\$.9420	\$.9420	
Option III**				N
Dial Station Calls	All	\$.2700	\$.2100	
Calling Card Calls	All	\$.3480	\$.2820	
Inward Calls	All	\$.3060	\$.2460	
- Canada Inward Calls	All	\$.9420	\$.9420	
Option IV**				N
Dial Station Calls	All	\$.2760	\$.2220	
Calling Card Calls	All	\$.3540	\$.2880	
Inward Calls	All	\$.3180	\$.2580	
- Canada Inward Calls	All	\$.9420	\$.9420	
Option V**				N
Dial Station Calls	All	\$.2700	\$.2100	
Calling Card Calls	All	\$.3480	\$.2820	
Inward Calls	All	\$.3060	\$.2460	
- Canada Inward Calls	All	\$.9420	\$.9420	
Option VI				
Dial Station Calls	All	\$.2650	\$.2650	
Calling Card Calls	All	\$.3050	\$.3050	
Inward Calls	All	\$.3230	\$.3230	
- Canada Inward Calls	All	\$.9250	\$.9250	
Option VII*				
Dial Station Calls	All	\$.2880	\$.2220	
Calling Card Calls	All	\$.3600	\$.2940	
Inward Calls	All	\$.3000	\$.2340	
- Canada Inward Calls	All	\$.9420	\$.9420	

* Option VII is not available to new Customers who do not have Option VII on order by May 6, 1996. AT&T Contract Tariffs in effect, or pending, on May 6, 1996, which include the availability of Option VII are not affected by this provision. Option VII benefits do not extend beyond the current term of the Contract Tariff unless otherwise provided herein.

** Options I, II, III, IV, and V are not available to new Customers who do not have these Options on order by January 24, 1998. AT&T Contract Tariffs in effect, or pending, on January 24, 1998, which include the availability of these Options are not affected by this provision. Option I, II, III, IV, and V benefits do not extend beyond the current term of the Contract Tariff unless otherwise provided herein.

AT&T COMMUNICATIONS
Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: June 27, 1997

TARIFF F.C.C. NO. 1
6th Revised Page 178.65.43.15
Cancels 5th Revised Page 178.65.43.15
Effective: June 30, 1997

6.13.4.C Rates and Charges (continued)

3. **Service Charge** - A Service Charge is applicable to Customer Dialed AT&T CIID/891 Calling Card calls. This charge is in addition to the usage charges applicable to a call.

- From stations in the Mainland, Guam, CNMI or Hawaii to stations C throughout the United States, Puerto Rico, the U.S. Virgin Islands, Canada or Mexico.

<u>Domestic, Canada and Mexico Customer Dialed AT&T CIID/891 Calling Card Calls</u>	<u>Service Charge</u>
Customer Dialed/Automated	\$.95
Customer Dialed and Operated Assisted	\$.95
Customer Dialed-Operator must Assist	\$.95

- To/from locations in the Mainland, Guam, CNMI or Hawaii and Overseas C Countries/Areas specified in Section 6.13.4.C.2., preceding.

<u>Overseas Country/Area AT&T CIID/891 Calling Card Calls</u>	<u>Service Charge</u>
Customer Dialed/Automated	\$2.15
Customer Dialed and Operated Assisted	\$2.65
Customer Dialed-Operator must Assist	\$2.65

4. Option VI - Monthly Charges and Volume Discount

(a) **Monthly Charges** - Monthly charges are applicable to Option VI as specified below.

A monthly charge of \$5.00 applies per Option VI Main Billed Account. A credit of \$5.00 will be applied to the Customer's bill each month in which the Option VI eligible gross monthly usage charges billed to the Customer's Main Billed Account equal or exceed \$5.00 for that billing month.

A monthly charge of \$5.00 applies for Option VI Inward Calling per routing arrangement in lieu of the Inward Calling Monthly Service Charge specified in Section 6.13.4.C.(c) preceding.

(b) **Volume Discount** - A volume discount applies to Option VI as specified below.

The Customer will receive a 30% discount based on the Option VI eligible gross monthly usage charges each billing month in which the Customer's Option VI eligible gross monthly usage charges equal or exceed \$25.00. The discount is not applied on an incremental basis, the same percent discount will be applied to every dollar of eligible usage, except that no discount will apply to monthly amounts above \$6000.

State of South Dakota

Issued: November 23, 1993

Effective: November 24, 1993

APPLICATION OF TARIFF

1.1 APPLICATION

This tariff contains the regulations and rates applicable to Custom Network Service furnished by AT&T Communications of the Midwest, Inc., hereinafter referred to as the Company, between two stations in the state of South Dakota.

1.1.1 Jurisdiction

Jurisdiction refers to the classification of a Custom Network Service call as intrastate or interstate. Jurisdiction is a matter of law not of Company discretion or policy or customer preference. The law describing what constitutes interstate jurisdiction is the Communications Act of 1934, as amended. Some portions of this service are only subject to the jurisdiction of the Federal Communications Commission (F.C.C.). This tariff covers the portion of this service that is subject to the South Dakota Public Utilities Commission's Jurisdiction.

State of South Dakota

Issued: November 23, 1993

Effective: November 24, 1993

GENERAL REGULATIONS

2.6 RESPONSIBILITIES OF THE COMPANY

2.6.1 Liability

- A. The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit by a customer or by any others for damages associated with the installation, provision, termination, maintenance, repair or restoration of Custom Network Service and subject to the provisions of B. through H. following, the Company's liability, if any, shall not exceed an amount equal to the initial period charge provided for under this tariff for the Custom Network Service call for the period during which the call was affected.
- B. The Company is not liable for damages associated with service, channels or equipment which it does not furnish.
- C. The Company is not liable for damages to a premises resulting from the furnishing of Custom Network Service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.
- D. The Company shall be indemnified, defended and held harmless by the customer and user against all claims, losses or damages arising from the use of Custom Network Service furnished pursuant to this tariff, involving:
 1. Claims for libel, slander, invasion of privacy or infringement of copyright arising from any communication.
 2. Claims for patent infringement arising from combining or using Custom Network Service furnished by the Company in connection with facilities or equipment furnished by others.
 3. All other claims arising out of any act or omission of others relating to Custom Network Service provided pursuant to this tariff.

State of South Dakota

Issued: November 23, 1993

Effective: November 24, 1993

GENERAL REGULATIONS

2.6 RESPONSIBILITIES OF THE COMPANY (Cont'd)

2.6.1 Liability (Cont'd)

- E. The Company does not guarantee or make any warranty with respect to Custom Network Service when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the customer and user against all claims, losses or damages by any person relating to Custom Network Service provided pursuant to this tariff when used in an explosive atmosphere.
- F. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel with respect to any service offered under this tariff. The Company will defend the customer and user against claims of patent infringement arising solely from the use by the customer or user of Custom Network Service offered under this tariff and will indemnify such customer or user for any damages awarded based solely on such claims.
- G. The Company's failure to provide or maintain service under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Company's reasonable control.
- H. The Company shall not be liable for errors in transmitting, translating, receiving or delivering messages by telephone, Text Telephone (TT) or any other instrumentality over the facilities of the Company, connecting utilities or through a Telecommunications Relay Service (TRS) center.

State of South Dakota

Issued: June 25, 1998

Effective: June 26, 1998

GENERAL REGULATIONS

2.8 PAYMENTS AND CHARGES

The applicable rates and charges are contained in the Custom Network Service RATE LIST.

2.8.1 Application of Charges

The rates and charges that are in effect in this tariff when Custom Network Service is furnished are the rates and charges used to determine the customer's bill.

2.8.2 Payment of Charges

Payment for Custom Network Service is due upon presentation of the bill. Custom Network Service may be denied for nonpayment of a bill, as specified in Violation of Regulations following.

2.8.3 Deposits

See AT&T's Tariff F.C.C. Nos. 1 and 2.

2.8.4 Payphone Use Charge

In addition to all other charges for Custom Network Services under this tariff, a non-discountable Payphone Use Charge shall apply to each coinless call which AT&T can identify as placed from a domestic payphone by or to the Customer or its permitted users. See AT&T Tariff F.C.C. Nos. 1 and 2 for terms, conditions and exclusions. This charge is for the use of the payphone instrument to access AT&T services.

Refer to The Rate List.

(D)

(D)

2.9 USE OF ANOTHER MEANS OF COMMUNICATIONS

If the customer elects to use another means of communication during the period of interruption, the customer must pay the charges for the alternative service used.

AT&T Communications
of the Midwest, Inc.

CUSTOM NETWORK
SERVICE TARIFF

Section 2
6th Revised Page 23

State of South Dakota

Issued: June 28, 1996

Effective: July 1, 1996

GENERAL REGULATIONS

2.11 RATE DETERMINATION (Cont'd)

2.11.5 Volume Discounts

Volume Discounts may apply to intrastate usage revenue for the Custom Network Services listed below. These discounts are subject to the terms and conditions as outlined in the appropriate F.C.C. Tariffs.

AT&T CUSTOM NETWORK SERVICES

AT&T 800 READYLINE
AT&T MEGACOM WATS Service*
AT&T MEGACOM 800 Service
Software Defined Network Service
AT&T One Line WATS in Minnesota
Distributed Network Service (DNS)
AT&T CustomNet
AT&T OPTIMUM
AT&T 800 Gold Service
AT&T UNIPLAN
AT&T 800 Plan P
AT&T Commercial Long Distance Service
AT&T PRO WATS/Plan Q Service
AT&T Virtual Telecommunications Network Service
AT&T Clear Advantage Service
Switched Digital Service

(N)

* For customers who subscribe to the Multilocation Calling Plan (MLCP) found in AT&T's Tariff F.C.C. No. 1, additional discounts will apply to intrastate usage.

2.12 VIOLATION OF REGULATIONS

The Company may take immediate action to protect its services or interests when certain regulations contained in this tariff are violated. The specific regulations involved and the action(s) which will be taken by this Company are as specified following.

State of South Dakota

Issued: November 23, 1993

Effective: November 24, 1993

GENERAL REGULATIONS

2.12 VIOLATION OF REGULATIONS (Cont'd)

2.11.1 Interference, Impairment or Improper Use

The Company may temporarily restrict service immediately when the customer violation.

- Circumvents the Company's ability to charge for its services as specified in Fraudulent Use preceding.
- Results in an immediate harm to the Custom Network Service network or other Company services as specified in Minimum Protection Criteria preceding.

In such cases, the Company will make a reasonable effort to give the customer prior notice before restricting service.

If a customer fails to comply, as specified in Use, Answer Supervision, Customer-Provided Communications System Failures and Minimum Protection Criteria preceding, the Company may on ten days written notice by certified U.S. Mail to the customer deny requests for additional service and/or restrict service to the noncomplying customer. If the Company does not deny or restrict the service involved on the date of the ten days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Company's right to deny or restrict the service without further notice.

When a violation results in a denial for additional service and/or restriction of service, the denial and/or restriction will be removed when the customer is in compliance with the regulation and so advises the Company.

2.12.2 Nonpayment of Charges

The Company may deny and/or restrict Custom Network Service for nonpayment of charges due as specified in Payment of Charges preceding. A written notice will be sent to the customer at least five days in advance of the restriction and/or denial of Custom Network Service. Upon payment of charges, the restriction and/or denial of Custom Network Service will be removed.

State of South Dakota

Issued: April 8, 1998

Effective: April 9, 1998

AT&T CUSTOMNET SERVICE

23.1 DESCRIPTION

AT&T CustomNet Service is a custom network service that permits customer dialed outward and inward dialed calling from single or multiple locations of the customer in the state. Calls originated over special or cellular access will be treated as Service Type 1 locations for the application of tariff rates, charges and regulations. Two types of service locations can be specified for AT&T CustomNet Service. A Service Type 1 location and Service Type 2 location with a single billing telephone number. A combined Outward Calling and Inward Calling Discount Option, CustomNet Option S, Simply Better Pricing Option and AT&T CustomNet Service Flexible Pricing Plan are also available as specified below. The customer must subscribe to AT&T CustomNet Service for outward calling. Service is furnished to customers who simultaneously subscribe to interstate AT&T CustomNet Service, where facilities and billing capabilities permit. Intrastate service is an add-on to the interstate AT&T CustomNet Service. All terms, conditions, features, functions, discounts, installation and monthly charges, except intrastate usage, will apply as described in AT&T's Tariff F.C.C. Nos. 1 and 2. The AT&T CustomNet Service MPA discount will not apply to inward calling.

23.1.1 VOLUME DISCOUNT

The volume discount is applicable to the total net monthly charges for intrastate, interstate and international direct dialed calls billed to the customer's AT&T CustomNet Service Main Billed Account. Inward calling usage charges are included in the net monthly usage charges when applicable.

Refer to the RATE LIST.

23.2 COMBINED OUTWARD CALLING AND INWARD CALLING DISCOUNT OPTION

This optional plan provides discounts based on total AT&T CustomNet Service usage charges incurred for outward calling from a single location or multiple locations and inward calling to a single location or multiple locations billed to the customer's Main Billed Account.

State of South Dakota

Issued: September 13, 1994

Effective: September 14, 1994

AT&T CUSTOMNET SERVICE

23.3 CUSTOMNET SERVICE - OPTION S

CustomNet Service - Option S is a custom switched telecommunications service which permits customer dialed outward and/or inward calling from single or multiple locations of the customer in the state to a station within the state.

23.4 RATES AND CHARGES

Refer to the RATE LIST.

23.4.1 Directory Assistance

See Directory Assistance, Section 5

(T)
|
(T)

State of South Dakota

Issued: July 29, 1997

Effective: July 30, 1997

AT&T CUSTOMNET SERVICE

Outward Calling Service Type 1

(C)

	Initial 30 Seconds or Fraction			Each Additional Second or Fraction			
	Day	Evening	N/W	Day	Evening	N/W	
<u>InterLATA</u>							
Dedicated	\$.0660	\$.0660	\$.0660	\$.0022	\$.0022	\$.0022	(N)
Switched	.0900	.0720	.0720	.0030	.0024	.0024	(N)
<u>IntraLATA</u>							
Dedicated	.0660	.0660	.0660	.0022	.0022	.0022	(N)
Switched	.0900	.0720	.0720	.0030	.0024	.0024	(N)

Outward Calling Service Type 2

(C)

InterLATA	.0900	.0720	.0720	.0030	.0024	.0024	(C)
IntraLATA	.0900	.0720	.0720	.0030	.0024	.0024	(C)
Volume Discount	\$	\$	0.00 - \$ 25.00			0%	
			Over \$ 25.00 - \$1,000.00			10%	
			Over \$1,000.00			15%	

Inward Calling Service Type 1

(C)

	Initial 30 Seconds or Fraction			Each Additional Second or Fraction			
	Day	Evening	N/W	Day	Evening	N/W	
<u>Plan A</u>							
<u>InterLATA</u>							
Dedicated	\$.0660	\$.0660	\$.0660	\$.0022	\$.0022	\$.0022	(N)
Switched	.1200	.0960	.0960	.0040	.0032	.0032	(C)
<u>IntraLATA</u>							
Dedicated	.0660	.0660	.0660	.0022	.0022	.0022	(N)
Switched	.1200	.0960	.0960	.0040	.0032	.0032	(N)

	Initial Seconds or Fraction			Each Additional Second or Fraction			
	Day	Evening	N/W	Day	Evening	N/W	
<u>Plan B</u>							
InterLATA	\$.1320	\$.1050	\$.1050	\$.0044	\$.0035	\$.0035	(C)
IntraLATA	.1320	.1050	.1050	.0044	.0035	.0035	(N)

Option S

	Per Minute of Use		
	Day	Evening	N/W
- Inward Calling Options I - V	\$.2750	\$.2750	\$.2750
- Inward Calling Option VI	.3090	.3090	.3090
- Outward Calling Options I - V	.2580	.2580	.2580
- Outward Calling Option VI	.2580	.2580	.2580
- Options I, II, III, IV, V and VI			
- AT&T CIID/891 Card	.2580	.2580	.2580

AT&T CIID/891 Card Service Charge

\$.80

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

IN THE MATTER OF THE COMPLAINT FILED)	ORDER DISMISSING
BY LOWN HOUSE RESTAURANT,)	COMPLAINT AND CLOSING
SPEARFISH, SOUTH DAKOTA, AGAINST)	THE DOCKET
AT&T COMMUNICATIONS OF THE MIDWEST,)	
INC. AND FIRSHEL, INC. REGARDING)	TC98-149
CUSTOMER SERVICE ISSUES)	

On August 27, 1998, the Public Utilities Commission (Commission) received a complaint filed by Lown House Restaurant, Spearfish, South Dakota (Complainant), against AT&T Communications of the Midwest, Inc. (AT&T) and FirsTel, Inc (FirsTel). Complainant alleges a variety of customer service issues against AT&T and FirsTel. The Complainant is requesting that it be reimbursed for its business losses in the \$8,000 to \$9,000 range.

Pursuant to ARSD 20:10:01:08.01 and 20:10:01:09, if a complaint cannot be settled without formal action, the Commission shall determine if the complaint shows probable cause of an unlawful or unreasonable act, rate, practice or omission to go forward with the complaint.

On September 23, 1998, the Commission considered this matter. It was deferred so that the parties could submit additional information. On October 15, 1998, at a duly noticed meeting, the Commission again heard from the parties. Commission Staff recommended a finding of probable cause. The Commission found that there was probable cause of an unlawful or unreasonable act, rate, practice, or omission and ordered that the complaint be forwarded to AT&T and FirsTel and AT&T and FirsTel file with the Commission its answer in writing within twenty (20) days of service of this order. FirsTel filed its answer on November 16, 1998, and AT&T filed its answer on November 17, 1998. At its regularly scheduled August 17, 1999, meeting, Commission Staff informed the Commission that the Complainant had settled the matter with all parties and wished to have the matter dismissed.

The Commission finds that it has jurisdiction over this matter pursuant to SDCL 49-13-1, 49-13-4, 49-13-13, 49-13-14.1, 49-31-3, 49-31-7, 49-31-7.1, 49-31-11, and ARSD 20:10:01:08.01 and 20:10:01:09. The Commission voted unanimously to dismiss the complaint and close the docket. It is therefore

ORDERED, that this complaint be dismissed and the docket be closed.

Dated at Pierre, South Dakota, this 26th day of August, 1999.

CERTIFICATE OF SERVICE

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

By: Nelaine Keels

Date: 8/30/99

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner

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JOHN L. BROWN

TRAVIS B. JONES, ASSOCIATE

RECEIVED

OCT 14 1999

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SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

October 12, 1999

Ms. Karen Cremer
Public Utilities Commission
500 E. Capitol
Pierre, SD 57501

Re: In the Matter of the Complaint Filed by
Lown House Restaurant, Spearfish, South
Dakota, Against AT&T Communications of
the Midwest, Inc., and Firstel, Inc.
Regarding Customer Services Issues
TC 98-149

Dear Karen:

I understand you still have the above file; hence, enclosed herewith please find original Stipulation, with attached Order for Dismissal with prejudice. I know the Commission previously entered a dismissal, but enclose this document as it reflects Mr. Grant's signature and that of our client.

I do not know if you want the Order signed, but would think it appropriate if there has not been a specific Order already entered.

If the Order is entered, I would appreciate it if you would provide me with a file stamped copy of it so I can forward it to Mr. Grant. If you need more copies, please advise and I will get those to you.

Thank you.

Very truly yours,

RITER, MAYER, HOFER, WATTIER
& BROWN, LLP

By: 

Robert C. Riter, Jr.

RCR Jr-wb
Enclosure
cc: Neil Schmid

RECEIVED

OCT 14 1999


SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE COMPLAINT FILED BY)
LOWN HOUSE RESTAURANT, SPEARFISH, SOUTH) TC 98-149
DAKOTA, AGAINST AT&T COMMUNICATIONS OF) STIPULATION AND ORDER
THE MIDWEST, INC., AND FIRSHEL, INC.) FOR DISMISSAL WITH
REGARDING CUSTOMER SERVICES ISSUES.) PREJUDICE

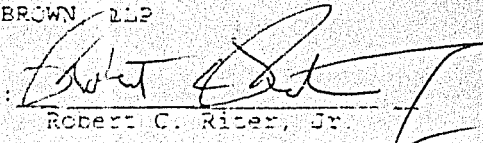
IT IS HEREBY STIPULATED AND AGREED by John J. Grant,
individually and doing business as Lown House Restaurant of
Spearfish, South Dakota, and Riter, Mayer, Hofer, Wattier &
Brown, LLP of Pierre, South Dakota, attorneys for FirstTel, Inc.,
that the above entitled Complaint has been settled and that these
parties, having the authority so to do, request that the Public
Utilities Commission enter its Order of Dismissal as between
these parties of this action, with prejudice, each party to pay
its own attorneys fees and costs, without further notice to
either party.

DATE: 9/22/99


John J. Grant, individually and
d/b/a LOWN HOUSE RESTAURANT

DATE: 9-29-99

RITER, MAYER, HOFER, WATTIER
& BROWN, LLP

By: 
Robert C. Riter, Jr.

ORDER FOR DISMISSAL

It appearing to the satisfaction of the Public
Utilities Commission, upon reviewing the foregoing Stipulation,
that this matter has been settled as between Lown House
Restaurant, Spearfish, South Dakota and FirstTel, Inc., and that
Lown House Restaurant's Complaint against FirstTel, Inc. should be

dismissed with prejudice, each party to pay its own attorneys fees and costs, now therefore, it is hereby

ORDERED, ADJUDGED AND DECREED that the above entitled Complaint as against FirstTel, Inc. is hereby dismissed, with prejudice, each party to pay its attorneys fees and costs.

DATED this _____ day of _____, 1999.

PUBLIC UTILITIES COMMISSION

By: _____

ITS: _____