7.0 Wholesale Services

(M)

7.1 Wholesale Service Order Processing:

A Wholesale Service Order charge applies to all providers of telecommunications services that assess a non-recurring charge on McLeodUSA for the processing of comparable orders submitted by McLeodUSA to initiate service using network elements leased from the incumbent local exchange carrier ("ILEC"). A Requesting Carrier may submit an LSR during regular business hours of McLeodUSA. One LSR must be submitted for each retail end user switching from McLeodUSA to the Requesting Carrier. McLeodUSA will process an LSR and return a firm order commitment (FOC) to the requesting carrier within 48 hours of receipt. A Wholesale Service Order Charge shall be charged for each LSR received, whether accepted as valid or rejected as invalid. LSRs may be rejected for inaccurate, incomplete, or repetitive LSRs. An additional Service Order Charge applies when the Requesting Carrier cancels an LSR request. A separate Service Order Supplemental Charge applies when a Requesting Carrier submits an LSR that modifies or supplements the initial LSR. A Requesting Carrier may request expedited processing of the LSR within 24 hours for an additional Expedite Fee. A Forced Expedite Fee applies if the Requesting Carrier converts a retail customer's service before the Firm Order Commitment Date that causes McLeodUSA to expedite its required activities. An additional charge also applies to an LSR Expedite Order that involves a loop disconnect. A full set of Business Rules is available from McLeodUSA.

7.1.1 Rates:

The Wholesale Service Order charge is equal to the Service Order Charge (or a comparable charge assessed upon receipt of an order) contained in the ICA between McLeodUSA and the incumbent local exchange carrier for the state in which the retail end user resides.

If the ICA does not set forth non-recurring charges identified as a Service Order Charge, Service Order Supplemental Charge, Expedite Fee, or Forced Expedite Fee charge, or comparable items, the following charges apply:

Wholesale Service Order	$20
Service Order Supplemental Charge	$15
Expedite Fee*	$40
Forced Expedite Fee*	$75

For Expedite or Forced Expedite Request involving Loop Disconnect, the applicable charge applies in addition to a pass through of any monthly recurring charges for an unbundled loop charged by the ILEC after Customer conversion to Requesting Carrier's service.

(M)

BY: David R. Conn
Vice President and Deputy General Counsel
6400 C Street SW, P.O. Box 3177
Cedar Rapids, Iowa 52406

Wholesale Service Order Charge Amendment
To the Interconnection Agreement between
Qwest Corporation and McLeodUSA Telecommunications Services, Inc.
dba PAETEC Business Services
for the state of Utah

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and McLeodUSA Telecommunications Services, Inc. dba PAETEC Business Services ("CLEC"), an Iowa corporation. CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") for service in the state of Utah which was approved by the Public Service Commission of Utah ("Commission"); and

WHEREAS, CLEC maintains a tariff or price list on file in the State of Utah which requires Qwest, when submitting orders to process a customer conversion from CLEC to Qwest to compensate CLEC for the activities that CLEC claims is required to process the order (the "Wholesale Service Order Charge"); and

WHEREAS, Qwest has disputed the lawfulness of the CLEC tariff or price list and its application to Qwest, resulting in litigation filed by CLEC against Qwest and subsequently a settlement between Qwest and CLEC regarding, among other issues, CLEC's claim for compensation for Wholesale Service Order Charges; and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions contained herein to implement the terms of the settlement related to this particular dispute.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by adding terms, conditions and rates pursuant to which CLEC will invoice Qwest for and Qwest will pay Wholesale Service Order Charges. The terms of the Parties' agreement are set forth and specified in Attachment 1 and the Pricing Exhibit to this Amendment, which is incorporated herein by this reference.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution, with such implementation relating to payment of charges contemplated in this Amendment being subject to true-up with an effective bill date of August 1, 2008. To accommodate this need, CLEC must generate, if necessary, an updated Customer

Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representatives. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

McLeodUSA Telecommunications Services, Inc. dba PAETEC Business Services	Qwest Corporation
Signature	Signature
Name Printed/Typed	L. T. Christensen Name Printed/Typed
Title	Director – Wholesale Contracts Title
Date	Date

ATTACHMENT 1

TO WHOLESALE SERVICE ORDER CHARGE AMENDMENT

1. **CLEC Wholesale Service Order Charges** Qwest agrees that pursuant to the terms of the Amendment, Qwest will not dispute CLEC's properly stated and documented invoices for Wholesale Service Order charges associated with orders submitted by Qwest to transfer a CLEC customer to Qwest, and will pay such invoices according to the payment terms of the Agreement. The invoices will be deemed properly stated and documented if they are provided by McLeod in electronic spreadsheet format (e.g., Excel, Access or equivalent format) and, for each charge, McLeod provides Qwest with Qwest's PON, the phone number to which the service applies, and the date McLeod provides the service for that phone number. The rates applicable to CLEC's Wholesale Service Order charges to Qwest are as listed in Exhibit 1 hereto. The Parties agree that Qwest has not waived its rights to dispute invoices for Wholesale Service Order charges for accuracy or other such reasons not related to the applicability of the Amendment.

2. **Without Prejudice** a. The Parties agree that Qwest reserves its rights to challenge CLEC's Wholesale Service Order tariff provisions before the Commission or before the utility commissions of other states. The Parties further agree that Qwest's agreement to the Amendment is and shall be without prejudice to any position that Qwest may take in the event that Qwest institutes any challenge to CLEC's Wholesale Service Order tariff provisions in the future. In the litigation of any such challenge, CLEC shall not make any argument in support of its tariffs based on the Amendment or on Qwest's agreement to enter the Amendment, including but not limited to any argument that the Amendment evidences Qwest's acceptance of CLEC's right to collect charges for the activities identified in the Amendment. b. It is the intent of the Parties to negotiate in good faith whether terms and rates similar to those in the Amendment should be included in the successors to the Agreement. Neither Qwest nor CLEC waive any position it may take with respect to negotiations in any successor agreements.

3. **Termination.** The Amendment shall continue in force until the earliest of these events: a. The parties mutually agree to terminate it, including but not limited to the execution and approval of a successor to the Agreement; or b. The Commission issues a Final Order that the Wholesale Service Order charge provisions in McLeodUSA's tariff in this state are unjust, unreasonable, unlawful or otherwise unenforceable, in which case this Amendment shall be deemed terminated in this state with respect to charges for any Wholesale Service Orders after the effective date of the Commission's order.

EXHIBIT B

PRICING EXHIBIT

State	McLeodUSA Rate
Arizona	$ 24.24
Idaho	$ 16.22
Iowa	$ 20.70
Montana	$ 23.94
Nebraska	$ 24.87
New Mexico	$ 29.23
North Dakota	$ 24.87
Oregon	$ 17.09
South Dakota	$ 24.87
Utah	$ 13.10
Washington	$ 21.24
Wyoming	$ 17.36

BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

LeRoy Koppendrayer	Chair
Marshall Johnson	Commissioner
Ken Nickolai	Commissioner
Phyllis A. Reha	Commissioner

JUL 23

In the Matter of McLeodUSA's Tariff Filing Introducing Wholesale Order Processing Charges that Apply When McLeodUSA's Customers Shift to Other Telecommunications Carriers	ISSUE DATE: July 22, 2004 DOCKET NO. P-5323/M-04-395 ORDER REJECTING PROPOSED WHOLESALE SERVICE CHARGE

PROCEDURAL HISTORY

On March 15, 2004, McLeodUSA Telecommunications Services, Inc. (McLeod) filed revisions to its telephone tariff. This proposed tariff revision implements a wholesale service order processing charge applicable to all providers of telecommunication services that assess a non-recurring charge on McLeod for the processing of comparable orders submitted by McLeod to initiate service using network elements leased from the incumbent local exchange carrier (ILEC).

On May 13, 2004, the Department of Commerce (DOC) filed comments. The DOC recommended that McLeod's tariff be rejected on grounds that it violates both federal and state law.

On May 14, 2004, Qwest Corporation (Qwest) filed comments opposing McLeod's tariff as discriminatory, anticompetitive and unreasonable and in violation of Minnesota law.

The matter came before the Commission on July 8, 2004.

FINDINGS AND CONCLUSIONS

I. McLeod's Tariff Proposal

McLeod's proposed tariff provides that a service order charge would apply when a McLeod customer switches service to another telecommunications carrier and that carrier assesses a similar fee on McLeod when that telecommunications carrier's customer switches to McLeod.

Further, the proposed tariff provides that the wholesale service order charge would be equal to a service order charge (or some comparable charge) in an Interconnection Agreement (ICA) between McLeod and the incumbent local exchange carrier (ILEC). In the event that the ICA does not contemplate non-recurring charges identified as a service order charge, a service order supplemental charge, an expedite fee or a forced expedite fee, the tariff would establish the charge.

The proposed service order charge in McLeod's tariff would range from $20, for a wholesale service order, to $75, for a forced expedite fee.[1] The charges would apply only to telecommunications carriers, not retail end users. In practice, the charge would only apply to Qwest.

II. The Parties' Positions

A. McLeod

At hearing McLeod argued that its goal in introducing the proposed tariff was to obtain parity between McLeod and any telecommunications service providers that charge McLeod an order processing charge for comparable orders. McLeod indicated that only Qwest imposes such a charge.

At hearing, McLeod argued that the charge in the proposed tariff would only apply reciprocally and that McLeod would only charge the amount charged by another carrier, in this case Qwest. McLeod argued that Qwest charged McLeod an installation fee of $2.38/line.

McLeod also stated at hearing that it had submitted a draft ICA amendment to Qwest for consideration.

Finally, at hearing, McLeod requested that, in the alternative, the tariff be allowed to go into effect temporarily with the understanding that the parties would negotiate an amendment to the ICA.

B. Qwest

Qwest argued that McLeod's tariff is unreasonable, anticompetitive and discriminatory. Qwest argued that, contrary to McLeod's statement, Qwest does not charge McLeod anything for processing orders to change service providers when a Qwest retail customer switches its service to McLeod. Qwest argued that it was in the same position as any other telecommunications carrier and the imposition of a charge by McLeod would be discriminatory.

Qwest stated that as a wholesale service provider to McLeod, Qwest does charge a non-recurring unbundled loop disconnect charge of $1.95 for disconnecting an unbundled loop. Such charge is assessed whether or not the customer disconnects service entirely or switches to a different provider. The disconnect charge is to recover the cost of disconnecting the service. It is not designed to recover costs associated with transferring a retail customer to another provider.

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[1] McLeod Tariff No. 3, Section 7.1.1.

Further, Qwest argued, imposing a charge of $20 or more, as McLeod has proposed when a McLeod customer switches to Qwest, would create an uneven playing field when competing for Minnesota customers. Qwest argued that McLeod's tariff is designed to punish customers that use Qwest as a retail service provider, without any corresponding punishment if the customer chooses to change to another provider.

C. DOC

The DOC argued that this matter should be handled as an amendment to the parties' ICA. The DOC argued that because McLeod did not attempt to negotiate an amendment to its ICA and instead attempted to bypass negotiations by unilaterally filing a tariff, the filing of the tariff is preempted by the Federal Telecommunications Act of 1996 [2] and should be rejected.

Further, the DOC argued that the proposed tariff is defective under state law.[3] First, it is discriminatory as it only applies to Qwest. In this case, when Qwest wins customers away from McLeod, Qwest would be required to pay the fee set forth in the tariff. The fee would be an obstacle to Qwest in soliciting and signing up new customers. The only way a carrier could avoid the fee would be by not soliciting McLeod customers. This would impair fair competition in violation of MN rules.

The DOC also argued that the cost information that McLeod submitted to show how it arrived at the wholesale service charge in its tariff was inadequate to support the proposed charges.

Finally, the DOC argued that the tariff allows McLeod to disconnect services after a ten day written notice but does not make it clear that it would seek Commission approval before discontinuing this service, as required by Minnesota Rules.[4]

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[2] Pub. L. No. 104-104, 110 Stat. 56 (codified as amended in scattered sections of title 47, United States Code).

[3] Minn. Rules part 7812.2210, subp. 5 (CLEC may not offer telecommunication service within the state on terms or rates that are unreasonably discriminatory, with certain exceptions); Minn. Rules part 7812.2210, subp. 8 (CLEC's local services are not subject to price or rate regulation, except if the Commission determines that: B. the pricing or pricing practice is unreasonably discriminatory in violation of subpart 5; D. the price or pricing practice will impede the development of fair and reasonable competition...)

[4] Minn. Rules part 7812.2210, subp. 11.

III. Commission Action

A. Summary of Commission Action

Under Minn. Stat. § 237.035, competitive local exchange carriers (CLECs), such as McLeod, are exempt from rate regulation and most of the other regulatory requirements that apply to incumbent local exchange carriers, such as Qwest. With proper notice, CLECs are permitted to change their rates without regulatory review and without cost support, provided that the new rates are not unreasonably discriminatory,[5] will not impede the development of fair and reasonable competition,[6] and do not otherwise conflict with state or federal law.[7]

In this case, the proposed tariff appears to run afoul of all three exceptions – it unreasonably discriminates against Qwest; it acts to impede the development of a thriving telecommunications marketplace; and it violates the purpose, if not the letter, of the federal Telecommunications Act of 1996 (the Act).[8] The Commission will therefore reject the tariff.

Finally, both Qwest and McLeod have stated their desire to resolve the issues underlying the proposed tariff through the interconnection negotiation process of 47 U.S.C. §§ 251 and 252. The Commission agrees that that is the most appropriate procedural vehicle and will advise the parties to focus their energy and resources on that process.

These actions will be explained in turn.

B. The Proposed Tariff is Unreasonably Discriminatory

The tariff would apply only to Qwest even though there are a wide range of service providers to which a McLeod customer could decide to transfer.

On its face the tariff is not reciprocal. The tariff proposes to impose higher charges on Qwest than Qwest imposes for what McLeod views as the same services.

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[5] Minn. Stat. § 237.74, subds. 2 and 4; Minn. Rules, part 7812.2210, subp. 8 B.

[6] Minn. Stat. § 237.16, subd. 8 (6) and (7); Minn. Rules, part 7812.2210, subp. 8 D.

[7] Minn. Rules, part 7812.2210, subp. 8 C.

[8] Pub. L. No. 104-104, 110 Stat. 56 (codified as amended in scattered sections of title 47, United States Code).

C. The Proposed Tariff Impedes the Development of Competition

The provisions of the proposed tariff would not only single out Qwest but would also present an obstacle to Qwest in soliciting and signing up new customers from McLeod. It would be much more costly for Qwest to convert McLeod customers than the customers of other CLECs, thus giving McLeod an unfair advantage over other CLECs when competing with Qwest. Consequently, Qwest would be discouraged from marketing to McLeod customers.

D. The Proposed Tariff is Inconsistent with Other Provisions of State and Federal Law

The Department makes credible claims that portions of the new charge would be used to defray costs of McLeod meeting its obligation to provide local number portability, in violation of the Act's exclusive jurisdiction over local number portability.[9]

The proposed tariff allows for McLeod to disconnect services after a 10 day written notice. This violates Minn. Rules, part 7812.2210, subp. 11, which requires Commission approval to discontinue service or physical connection to another carrier.

E. The Interconnection Negotiation Process is the Appropriate Vehicle for Resolving the Issues Underlying the Proposed Tariff

The Commission agrees with the DOC that the proper recourse in this situation is for the parties to negotiate an amendment to their ICA regarding this matter. First, the subject of disconnection is part of the parties' ICA and federal policy favors the use of the negotiation process set forth in the Act to resolve issues that are the subject of ICAs. Further, in this case both McLeod and Qwest have indicated a willingness to enter into negotiations to amend their ICA.

Finally, this is consistent with the Commission's recent action in the *CenturyTel*[10] case and the Commission's recognition that interconnection negotiations are the primary vehicle for resolving interconnection issues.

For these reasons, the Commission will reject the proposed tariff.

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[9] *In the Matter of Telephone Number Portability*, Third Report and Order, CC Docket No. 95-116, Released May 12, 1998, p.20, citing 47 U.S.C. §251(e)(2).

[10] *In the Matter of Wireless Local Termination Tariff Applicable to Commercial Mobile Radio Service Providers That Do Not Have Interconnection Agreements with CenturyTel of Minnesota*, Docket No. P-551/M-03-811, ORDER REQUIRING REVISED FILING (November 18, 2003); ORDER AFFIRMING PRIOR ORDER AND INVITING REVISED FILING (July 12, 2004)(CenturyTel).

ORDER

1. The wholesale service charge proposed by McLeod is rejected.

2. This Order shall become effective immediately.

BY ORDER OF THE COMMISSION

Burl W. Haar
Executive Secretary

(S E A L)

This document can be made available in alternative formats (i.e., large print or audio tape) by calling (651) 297-4596 (voice), or 1-800-627-3529 (MN relay service).

EXHIBIT D

BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION

QWEST CORPORATION, Complainant, v. MCLEODUSA TELECOMMUNICATIONS SERVICES, INC., d/b/a PAETEC BUSINESS SERVICES, Respondent.	)	DOCKET NO. UT-090892 PAETEC RESPONSES TO QWEST FIRST DATA REQUESTS

McLeodUSA Telecommunications Services, Inc., d/b/a PAETEC Business Services ("PAETEC") provides the following responses to the first set of Data Requests propounded by Qwest Corporation ("Qwest").

Data Request No. 3:

If not already provided in response to the previous questions, please fully describe the costs that are recovered by the WSOC. Your answer should include, but is not necessarily limited to, information that would be contained in a non-recurring cost study for such activities, regardless of whether such a cost study exists or not.

Response:

See Response to Request No. 1. The WSOC recovers costs associated with PAETEC's operational support systems and order processing activities involved in accepting, verifying, correcting, and processing orders and subsequent technical activities to execute orders, which are comparable to the activities described in Qwest's non-recurring cost studies.

Prepared by: Patty Lynott and Dr. August Ankum, QSI Consulting
Date: September 4, 2009

WUTC Docket No. UT-090892
PAETEC Responses to Qwest First Data Requests
September 4, 2009

Data Request No. 5:

Explain the term "comparable orders" as used in section 7 of McLeod's tariff, Exhibit A to Qwest's complaint.

Response:

"Comparable orders" as that term is used in the tariff include orders such as Local Service Requests ("LSRs") that are submitted by PAETEC to Qwest to facilitate an end user switching local services from Qwest local service to PAETEC. Qwest submits a comparable LSR to PAETEC via the PAETEC website to facilitate a customer moving its local service from PAETEC to Qwest.

Prepared by: Patty Lynott
Date: September 4, 2009

Data Request No. 6:

Please admit that McLeod leases unbundled network elements and or other facilities from Qwest in order to provide service to end user customers in each of the states listed in question 1.

Response:

PAETEC admits that it leases unbundled network elements or other facilities from Qwest to serve the majority of end user customers PAETEC serves.

Prepared by: Bill Haas
Date: September 4, 2009

Data Request No. 7:

Does McLeod serve end users in any of the states listed in question 1 by means other than leasing unbundled network elements or other facilities from Qwest? If so, please fully describe the method of serving those customers.

Response:

Yes, PAETEC also provides services to end users via resale of Qwest retail services, through commercial services from Qwest, or by leasing special access circuits from Qwest.

Prepared by: Bill Haas
Date: September 4, 2009

Data Request No. 8:

For purposes of this question, please assume that a McLeod retail end-user customer contacts McLeod and disconnects its service, without porting its number, and the customer subsequently takes service from Qwest.

a. If McLeod was originally serving this customer with facilities leased from Qwest, does McLeod charge Qwest the WSOC in this instance?
b. If so, why does McLeod assess this charge?
c. If McLeod was serving this customer in a manner that did not involve facilities leased from Qwest, does McLeod charge Qwest the WSOC in this instance?
d. Is your answer different if the customer wishes to port its telephone number to Qwest?

Response:

PAETEC objects to this request on the grounds that it is vague and ambiguous in failing to state the period of time between the customer direction to disconnect PAETEC service and the customer order for service from Qwest. Subject to, and without waiver of, this objection, PAETEC provides the following response based on its understanding that the request assumes a substantial period of time between those two activities:

a. No, as long as the timing of the disconnect is processed prior to the new service installed with Qwest.

b. Not applicable.

c. *See* Response to subpart a above.

d. No.

Prepared by: Counsel (objections); Patty Lynott
Date: September 4, 2009

Data Request No. 9:

For purposes of this question, please assume that a McLeod retail end-user customer contacts Qwest and advises Qwest that it wishes to switch its service from McLeod to Qwest.

a. If McLeod was originally serving this customer with facilities leased from Qwest, does McLeod charge Qwest the WSOC in this instance?
b. If so, why does McLeod assess this charge?
c. If McLeod was serving this customer in a manner that did not involve facilities leased from Qwest, does McLeod charge Qwest the WSOC in this instance?
d. Does your answer change if the customer does or does not wish to port its telephone number?

Response:

a. The answer depends, in part, on what facilities that PAETEC was leasing from Qwest and whether or not those facilities included the lease of a switch port under a commercial agreement. Without specifying which facilities are being leased, PAETEC cannot fully respond. PAETEC, however, charges the WSOC in such circumstances when PAETEC is leasing certain Qwest facilities, including unbundled loops, to serve that retail end user.

b. PAETEC assesses the WSOC pursuant to an interconnection agreement amendment to recover costs that Qwest causes PAETEC to incur. *See* Response to Request No.3.

c. Yes, if Qwest submits an LSR to PAETEC to disconnect service.

d. No.

Prepared by: Patty Lynott
Date: September 4, 2009

Data Request No. 10:

For purposes of this question, please assume that a McLeod retail end-user customer contacts another CLEC and advises the CLEC that it whishes [*sic*] to switch its service from McLeod to the CLEC.

a. If McLeod was serving this customer with facilities leased from Qwest, does McLeod charge Qwest the WSOC in this instance?
b. If so, why does McLeod assess this charge?
c. If McLeod was serving this customer in a manner that did not involve facilities leased from Qwest, does McLeod charge Qwest the WSOC in this instance?
d. Is your answer different if the customer wishes to port its telephone number to the new carrier?

Response:

a. No, unless Qwest submits an LSR to disconnect the service.

b. If PAETEC charges Qwest, it does so because Qwest submitted the LSR to PAETEC and caused PAETEC to incur costs to process Qwest's order, and the parties' interconnection agreement authorizes PAETEC to recover those costs from Qwest.

c. Yes, if Qwest submitted the LSR to PAETEC to disconnect service.

d. No.

Prepared by: Patty Lynott
Date: September 4, 2009

Data Request No. 11:

For purposes of this question, please assume that a McLeod retail end-user customer contacts a wireless carrier and advises the wireless carrier that it wishes to switch its service from McLeod to the wireless carrier.

a. If McLeod was originally serving this customer with facilities leased from Qwest, does McLeod charge Qwest the WSOC in this instance?
b. If so, why does McLeod assess this charge?
c. If McLeod was serving this customer in a manner that did not involve facilities leased from Qwest, does McLeod charge Qwest the WSOC in this instance?
d. Does your answer change if the customer does or does not wish to port its telephone number?

Response:

a. PAETEC does not charge Qwest a WSOC when an end user leaves to move service to a wireless carrier. It should be noted that only a very small number of end users have terminated local service from PAETEC and requested porting their phone number to a wireless carrier.

b. Not applicable.

c. *See* response to a. above.

d. No.

Prepared by: Patty Lynott and Bill Haas
Date: September 4, 2009