

ORIGINAL



0000074669

Dockets Nos. T-01051B-06-0175, T-02556A-06-0175, and T-03693A-06-0

RECEIVED

2007 JUL 13 P 12: 31

**AZ CORP COMMISSION
DOCKET CONTROL**

Interstate Wireless, Inc.
D/b/a Handy Page
841 West Fairmont Drive
Suite 5
Tempe, Az. 85282-3331
Voice 480-350-9400
Fax 480-350-9494
waynem@handypage.net

03

Arizona Corporation Commission
DOCKETED

JUL 13 2007

Arizona Corporation Commission
Attn: Candrea Allen
1200 West Washington Street
Phoenix, Az. 85007

DOCKETED BY nr

Dockets Nos. T-01051B-06-0175, T-02556A-06-0175, and T-03693A-06-0175.

Re: Answers to Arizona Corporation Commission ("ACC") First Set of Data Requests

1-1. Interstate Wireless, Inc. d/b/a Handy Page (Handy Page) does indeed wish to continue to be able to utilize Wide Area Calling Service (WAC) from Qwest, but would not utilize such service as currently structured and priced by Qwest under the Arizona Access tariff. There have been several FCC and Court decisions which were ignored by the ACC in its ruling in this matter that clearly state Wide Area Calling should be the subject of a "negotiated" agreement between carriers. A tariff obviously does not meet the definition of a negotiated agreement.

Qwest refuses to provide Handy Page with any data showing what the pricing on the WAC tariff relates to or what it is based upon. Is the WAC tariff pricing based on "Telric", as it should be or is it based on some wholesale or retail price arbitrarily chosen by Qwest?

A pertinent example is the WAC "installation fee" of \$8,700. This exorbitant fee is allegedly charged for programming and routing the WAC circuits. Note that under current interconnection agreements and telecommunications law, carriers do not charge each other for programming and routing. The same exact fee is charged in all 14 Qwest service areas, and it does not change based on how many Central Offices need to be programmed in that particular area. Qwest representatives have previously stated to Handy Page that the tariff rate for the "installation fee" was just something that was pulled out of its hat and placed in the tariff.

Another example is the Qwest "MA5CX" charge for Coin operated telephone calls. This tariff item is to be charged ONLY when a coin operated telephone call is made to the WAC and sufficient information is not available on the call to permit Qwest to pay "Coin compensation" fees to the Coin Operator. The only coin calls made to the WAC are 7 digit dialed "local" calls, which are paid by the "Coin drop" the coin telephone user puts into the device. On a Local call there is no other "Compensation" due the Coin Operator. Qwest states that it does not receive any ANI numbering information on those calls, so it is therefore unable to provide compensation to the Coin Operator and must therefore bill this charge each month. By law, Qwest is required to receive ANI numbering information from the coin telephone unit. Qwest bills this MA5CX

charge for each trunk group in operation on the WAC every month. The coin call is also added against the total billed Minutes Of Use of the WAC each month.

Under the WAC, why is one Minute Of Use (MOU) price charged when a carrier is only billed for the "access" traffic, and a different, much lower, MOU price charged when a carrier is billed for both the "access" and "local" traffic. What are those MOU charges based on? "Quantity" pricing is not legal carrier pricing. Qwest consistently refuses to answer those questions. Qwest's billing of a paging carrier for such carrier's terminating of "local" paging traffic is indisputably illegal under current law, although Qwest, through the WAC tariff, is permitted to do so.

Handy Page currently receives WAC service from Citizens Telecom, in Show Low, AZ. Citizens negotiated this service with Handy Page as a "bill and keep" arrangement. Citizens does not bill Handy Page for the facilities nor the paging traffic, and Handy Page does not request or bill Citizens "termination compensation" for that same traffic. This is the result of two non-monopoly carriers agreeing to an element of network interconnection and traffic exchange through arms-length negotiations and respect for the law.

Handy Page believes that WAC is the most proficient way for a paging carrier to interconnect to the PSTN. Since the paging industry is not technically capable of using number pooling, WAC allows the use of a single NXX prefix to cover a very wide area, and thereby eliminate the waste of precious telephone numbering resources. WAC utilizes "switched transport" to route calls to the paging carrier's facilities, thereby not placing a burden on the LEC to construct otherwise unnecessary "dedicated transport" paging trunks, which, under current law, must be provisioned by the LEC at its own expense. It will actually cost the LEC *more* to provision dedicated paging trunks versus supplying WAC service. WAC also offers convenience to the paging customer in having access to the same pager number from a wider geographic area, providing additional support to the proposition that WAC is certainly within the public interest.

As stated in Handy Page's response to and request for appeal of the underlying ACC decision (# 68993), Handy Page avers that WAC *is* subject to Part 251 and 252 negotiation / arbitration under the Communications Act, and as such should be subject to the correct carrier pricing model based on "TELRIC". Handy Page bases its answer to this part of the ACC data request on three significant items that the ACC did not consider in its refusal to review Decision #68993:

1. Qwest has agreed to pay reciprocal compensation for termination of WAC traffic. This admission indicates that Qwest agrees that WAC is a telecommunications service subject to 47 C.F.R. 51.703(b). See, Page 11, *Qwest Corporation Opening Brief Regarding Inclusion of Wide Area Calling in the Section 252(b) Arbitration of Paging Interconnection Agreement*, dated August 25, 2006, In the matter of Qwest Corporation's Application for Arbitration Procedure and Approval of Interconnection Agreement with Handy Page Pursuant to Section 252(b) of the Communications Act of 1934 as Amended by the Telecommunications Act of 1996 and the Applicable State Laws. (Docket No's T-01051B-06-0175 et al.)

2. FCC 06-147, *Memorandum Opinion and Order on Remand, Mountain Communications vs Qwest Communications International, Inc.*, rel. October 6, 2006. This decision was released prior to the issuance of the previously cited ACC decision; however it is clear that this FCC ruling was not taken into consideration by the ACC. The holding in ACC Decision #68993 is contrary in all material respects to this FCC Order, thus in violation of federal law.
3. US Court of Appeals for the 8th District, Opinion and Affirmation of Holding of the District Court for the Western District of Missouri, in *Alma Telephone et al. v. T-Mobile et al.* 06-2401, filed opinion June 11, 2007. This is another recent case upholding Handy Page's position and undercutting the erroneous decision made by the ACC in this matter.

In March 2007, because of this dispute, Qwest terminated the WAC service to Handy Page throughout the Northern Arizona LATA (666). Handy Page was thus forced to immediately request 13 full NXX codes (130,000 telephone numbers) from NANPA to replace the same "local" service areas within LATA 666 that the original WAC had previously covered. As of this date, and despite repeated requests, Qwest has still **not** programmed these NEW "local" NXX's into service for Handy Page.

1-2. Handy Page has been in discussions and negotiations with Qwest since the issuance of the ACC decision, but has not been able to reach any agreement with Qwest that would allow Handy Page to go back to using WAC. Qwest has instead demanded that Handy Page sign Qwest's proposed, generic (and not in conformance with current law) interconnection agreement, or Qwest would not program the new "local" NANPA assigned Handy Page NXX's into service in the Qwest Central Offices, as per the LERG. Handy Page was forced to, and reluctantly did, sign the new interconnection agreement and the SPOP/SPOI Amendment (signed on 6/27/07). This newly executed agreement that was unjustly foisted upon Handy Page is currently awaiting review and authorization by the ACC.

While Handy Page remains hopeful that the ACC will act to remedy the obvious deficiencies and errors in its underlying decision in this matter, Handy Page reserves the right to seek further legal recourse on the elements of dispute noted herein in the future, either through the ACC, the FCC or the courts.

Very truly yours,



Wayne Markis, President
Interstate Wireless, Inc. d/b/a Handy Page

Dockets Nos. T-01051B-06-0175, T-02556A-06-0175, and T-03693A-06-0175.

ORIGINAL and 13 copies hand-delivered
For filing this 13 th day of July, 2007 to:

Docket Control
ARIZONA CORPORATION COMMISSION
1200 West Washington Street
Phoenix, Az. 85007

Copies of the foregoing mailed this 13 th day of July, 2007 to:

Norman Curtwright
Qwest Corporation
20 East Thomas Road, 16th Floor
Phoenix, Az. 85012

Lyn Farmer
Chief Administrative Law Judge
Hearing Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Az. 85007

Christopher Kempley, Chief Counsel
Legal Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Az. 85007

Ernest G. Johnson, Director
Utilities Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Az. 85007

Maureen A. Scott, Esq.
Legal Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Az. 85007

Michael L. Higgs, Jr.
Higgs Law Group, LLC.
1028 Brice Road
Rockville, Md. 20852-1201

Melody Markis
Wayne Markis
Interstate Wireless, Inc.
D/b/a Handy Page
841 West Fairmont Drive
Suite 5
Tempe, Az. 85282-3331

Arizona Reporting Service, Inc.
2627 North Third Street
Suite Three
Phoenix, Az. 85004-1104

By: 

Wayne Markis