

In the Matter of —

IN THE MATTER OF THE COMPLAINT
FILED BY RANDY KIEFFER, STURGIS,
SOUTH DAKOTA, AGAINST U S WEST
COMMUNICATIONS, INC. REGARDING
SERVICE PROBLEMS

Public Utilities Commission of the State of South Dakota

DATE

MEMORANDA

9/21/98	Received;
9/24/98	Docketed;
9/24/98	Weekly Filings;
10/21/98	Order Finding Probable Cause and Notice Requiring Answer;
11/12/98	Answer to Complaint and Certificate of Service;
12/7/98	Order for and Notice of Hearing;
12/11/98	Staff Brief;
1/25/99	Transcript of Hearing held on 12/15/98;
2/9/99	U.S. West's Brief;
2/12/99	Staff's Rebuttal Brief;
3/1/99	Current Status Update;
3/5/99	Supplement to Staff's Rebuttal Brief;
6/7/99	Update;
5/20/99	Order for and Notice of Hearing;
6/11/99	Transcript of Hearing held on 6/2/99;
6/18/99	Late Filed Exhibit No 23;
10/4/01	Order for and Notice of Hearing;
11/29/01	Transcript of Hearing held 11/6/01;
3/7/03	Motion to Close Docket;
3/7/03	Affidavit of Colleen Swold;
3/7/03	Certificate of Service;
5/16/03	Order Dismissing Complaint and Closing Docket;
5/16/03	Docket Closed.

FAX TRANSMISSION from Consumer Affairs

To: Colleen Sevold

Company : U S WEST

Fax Number : 8-605-339-5390

Date : 9/21/98

Time : 1:47:26

From : Leni Healy

Company : South Dakota PUC

Fax Number : 605.773.3809

Pages including cover page : 4

Message:

Susan and Colleen.

We have received the following formal complaint from Randy Kieffer concerning repair of their phone lines.

Commission policy allows a brief time for the parties to attempt an informal resolution. Please review this information. Please inform us of any informal resolution by noon on September 24. If an informal resolution has not been reached by that time, the issue will become docketed and scheduled for a Commission meeting.

Thanks!

THIS COMMUNICATION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering this communication to the intended recipient, you are hereby notified that any distribution, use or copying of this communication is prohibited.

South Dakota Public Utilities Commission

State Capitol Building; Pierre SD 57501
Telephone: (605) 773-3201 Fax: (605) 773-3809

South Dakota Public Utilities Commission

WEEKLY FILINGS

For the Period of September 18, 1998 through September 24, 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

GAS AND ELECTRIC

GE98-002 In the Matter of the Application of MidAmerican Energy Company for a Statement to the Securities and Exchange Commission Regarding Investment in a Foreign Utility

Application by MidAmerican Energy Company for an order by the Commission claiming jurisdiction over MidAmerican in order to be exempt from the Public Utility Holding Company Act. MidAmerican is being acquired by CalEnergy and as a result will have an indirect interest in several foreign utility properties. PUHCA provides that foreign utility companies will not be subject to regulation as utilities if certification by Regulatory Commissions is received by the Securities and Exchange Commission stating the Commission has the authority and resources to protect ratepayers subject to its jurisdiction and that it intends to exercise its authority to the fullest extent allowed by law

Staff Attorney: Camron Hoseck
Staff Analyst: Dave Jacobson
Date Filed: 09/17/98
Intervention Deadline: NA

TELECOMMUNICATIONS

TC98-158 In the Matter of Cypress Telecommunications Corporation's Failure to Submit a Report and Pay the Gross Receipts Tax.

Cypress Telecommunications Corporation shall appear on October 20, 1998, at 1:30 p.m. in the Cactus Conference Room, State Capitol Building, Pierre, SD, to show cause why action should not be taken against the company for failure to comply with SDCL Chapter 49-1A

Staff Attorney: Camron Hoseck
Deputy Executive Director: Sue Cichos
Date Opened: 09/21/98
Hearing Date: 10/20/98

Staff Attorney: Camron Hoseck
Deputy Executive Director: Sue Cichos
Date Opened: 09/21/98
Hearing Date: 10/20/98

TC98-163 In the Matter of Meridian Telecom Corporation's Failure to Submit a Report and Pay the Gross Receipts Tax.

Meridian Telecom Corporation shall appear on October 20, 1998, at 1:30 p.m. in the Cactus Conference Room, State Capitol Building, Pierre, SD, to show cause why action should not be taken against the company for failure to comply with SDCL Chapter 49-1A.

Staff Attorney: Camron Hoseck
Deputy Executive Director: Sue Cichos
Date Opened: 09/21/98
Hearing Date: 10/20/98

TC98-164 In the Matter of Micro-Comm, Inc.'s Failure to Submit a Report and Pay the Gross Receipts Tax.

Micro-Comm, Inc. shall appear on October 20, 1998, at 1:30 p.m. in the Cactus Conference Room, State Capitol Building, Pierre, SD, to show cause why action should not be taken against the company for failure to comply with SDCL Chapter 49-1A.

Staff Attorney: Camron Hoseck
Deputy Executive Director: Sue Cichos
Date Opened: 09/21/98
Hearing Date: 10/20/98

TC98-165 In the Matter of Polar Communications Corporation's Failure to Submit a Report and Pay the Gross Receipts Tax.

Polar Communications Corporation shall appear on October 20, 1998, at 1:30 p.m. in the Cactus Conference Room, State Capitol Building, Pierre, SD, to show cause why action should not be taken against the company for failure to comply with SDCL Chapter 49-1A.

Staff Attorney: Camron Hoseck
Deputy Executive Director: Sue Cichos
Date Opened: 09/21/98
Hearing Date: 10/20/98

Staff Attorney: Camron Hoseck
Deputy Executive Director: Sue Cichos
Date Opened: 09/21/98
Hearing Date: 10/20/98

TC98-170 In the Matter of TW Communications, Inc.'s Failure to Submit a Report and Pay the Gross Receipts Tax.

TW Communications, Inc. shall appear on October 20, 1998, at 1:30 p.m. in the Cactus Conference Room, State Capitol Building, Pierre, SD, to show cause why action should not be taken against the company for failure to comply with SDCL Chapter 49-1A.

Staff Attorney: Camron Hoseck
Deputy Executive Director: Sue Cichos
Date Opened: 09/21/98
Hearing Date: 10/20/98

TC98-171 In the Matter of United Wats, Inc.'s Failure to Submit a Report and Pay the Gross Receipts Tax.

United Wats, Inc. shall appear on October 20, 1998, at 1:30 p.m. in the Cactus Conference Room, State Capitol Building, Pierre, SD, to show cause why action should not be taken against the company for failure to comply with SDCL Chapter 49-1A.

Staff Attorney: Camron Hoseck
Deputy Executive Director: Sue Cichos
Date Opened: 09/21/98
Hearing Date: 10/20/98

TC98-172 In the Matter of V.I.P. Telephone Network, Inc.'s Failure to Submit a Report and Pay the Gross Receipts Tax.

V.I.P. Telephone Network, Inc. shall appear on October 20, 1998, at 1:30 p.m. in the Cactus Conference Room, State Capitol Building, Pierre, SD, to show cause why action should not be taken against the company for failure to comply with SDCL Chapter 49-1A.

Staff Attorney: Camron Hoseck
Deputy Executive Director: Sue Cichos
Date Opened: 09/21/98
Hearing Date: 10/20/98

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

IN THE MATTER OF THE COMPLAINT FILED)	ORDER FINDING
BY RANDY KIEFFER, STURGIS, SOUTH)	PROBABLE CAUSE AND
DAKOTA, AGAINST U S WEST)	NOTICE REQUIRING
COMMUNICATIONS, INC. REGARDING)	ANSWER
TELEPHONE SERVICE OUTAGES AND)	
INADEQUATE SERVICE)	TC98-176

On September 21, 1998, the Commission received a complaint filed by Randy Kieffer, Sturgis, South Dakota (Complainant), against U S WEST Communications, Inc. (Respondent), regarding frequent phone service outages, slow response by U S WEST and inconvenience suffered as a result of poor service.

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 October 15, 1998, at its duly noticed meeting, the Commission reviewed the complaint.

The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapters 49-13 and 49-31 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 U S WEST and U S WEST shall file with the Commission its answer in writing within twenty (20) days of service of this order.

Dated at Pierre, South Dakota, this 21st 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 <u><i>William Kello</i></u>
Date <u><i>10/23/98</i></u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner

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

IN THE MATTER OF THE COMPLAINT)	ORDER FOR AND NOTICE OF
FILED BY RANDY KIEFFER, STURGIS,)	HEARING
SOUTH DAKOTA, AGAINST U S WEST)	
REGARDING SERVICE PROBLEMS)	TC98-176

On September 21, 1998, the Public Utilities Commission (Commission) received a Complaint from Randy Kieffer, Sturgis, South Dakota (Complainant), against U S WEST Communications, Inc. (U S WEST), alleging telephone service problems, slow response by U S WEST and inconvenience suffered as a result of these problems. Complainant seeks monetary damages and other remedial action from the Commission.

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 October 15, 1998, at its duly noticed ad hoc meeting, the Commission reviewed the complaint. The Commission voted unanimously to find probable cause.

TAKE NOTICE that a hearing in this matter will be held on December 15, 1998, at 9:00 o'clock A.M., in Room 3rd Floor East, Rapid City Area School Administrative Offices, 300 6th Street, Rapid City, South Dakota.

The Commission has jurisdiction in this matter pursuant to SDCL Chapters 1-26, 49-13, including 49-13-1 through 49-13-27, inclusive, and SDCL Chapter 49-31, including 49-31-3, 49-31-7, 49-31-7.1, 49-31-7.2, 49-31-10, 49-31-11, 49-31-38, 49-31-38.1, 49-31-38.2, 49-31-38.3 and ARSD 20:10:01:07.01 through 20:10:01:15.01, inclusive. The Commission may rely upon any or all of these or other laws of this state in making its determination.

The issue at the hearing is whether U S WEST committed an unlawful or unreasonable act, rate, practice or omission and whether U S WEST is liable for damages caused the complainant and, if so, in what amount.

All persons so testifying will be subject to cross-examination by the parties. The order of the proceeding will be in the following sequence: (1) Complainant; (2) U S WEST; and (3) Staff.

The hearing is an adversary proceeding conducted pursuant to SDCL Chapter 1-26. All parties have the right to attend and represent themselves or be represented by an attorney. However, such rights and other due process rights shall be forfeited if not exercised at the hearing. If you or your representative fail to appear at the time and place

set for the hearing, the Final Decision will be based solely on testimony and evidence provided, if any, during the hearing or a Final Decision may be issued by default pursuant to SDCL 1-26-20

The Commission, after examining the evidence and hearing testimony presented by the parties, shall make Findings of Fact, Conclusions of Law, and a Final Decision. As a result of the hearing, the Commission may determine whether U S WEST committed an unlawful or unreasonable act, rate, practice, or omission and may determine damages, fines or other remedies for service quality as provided by law. The Final Decision may be appealed by the parties to the Circuit Court and the South Dakota Supreme Court as provided by law. It is therefore

ORDERED that a hearing shall be held on the complaint of Randy Kieffer as specified above.

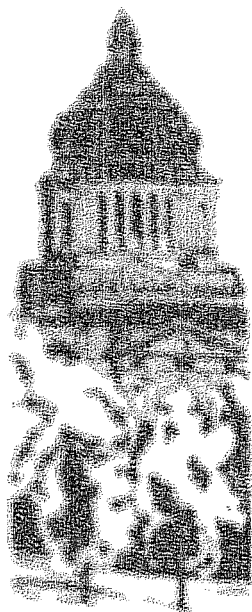
Pursuant to the Americans with Disabilities Act, this hearing is being held in a physically accessible location. Please contact the Public Utilities Commission at 1-800-332-1782 at least 48 hours prior to the hearing if you have special needs so arrangements can be made to accommodate you.

Dated at Pierre, South Dakota, this 7th day of December, 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	<u>Debra Kaelke</u>
Date	<u>12/7/98</u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION:
Commissioners Burg, Nelson and
Schoenfelder

William Bullard, Jr.
WILLIAM BULLARD, JR.
Executive Director



South Dakota Public Utilities Commission

State Capitol Building 400 East Capitol Avenue, Pierre, South Dakota 57501-5070



December 11, 1998

Mr. Randy Kieffer
HC 77, Box 260
Siurgis, SD 57785

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

Re Kieffer Complaint/U S WEST
Docket TC98-176

Dear Folks,

Enclosed each of you will find a copy of Staff Brief in the above captioned matter.
This is intended as service upon you by mail.

Very truly yours,

Cameron Haseck
Staff Attorney

CH:ck
LHC

Mr. Randy Kieffer
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**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE COMPLAINT)
FILED BY RANDY KIEFFER, STURGIS.)
SOUTH DAKOTA, AGAINST U S WEST)
COMMUNICATIONS, INC. REGARDING)
SERVICE PROBLEMS)

STAFF BRIEF

TC98-176

This brief is provided to the Commission to assist it with the issue of damages as it may arise in this case

1. Telecommunications customers have an unrestrained right to claim damages before the Public Utilities Commission.

SDCL 49-13-1 provides

Any person claiming to be damaged by any telecommunications company or other carrier may either make complaint to the commission or may bring suit on his own behalf for the recovery of damages in any court of competent jurisdiction in this state, but no person may pursue both remedies at the same time

It is submitted that in clear language the Legislature has provided a remedy for any person claiming to be damaged by a telecommunications company. The statute does not otherwise impose conditions on that right

2. U S WEST's tariffs which attempt to limit its liability are invalid and unenforceable.

a. First, for the reason stated in Section 1, above, the law provides an unrestrained right to claim damages from a telecommunications company.

b. Second Section 2, page 25, Release 1, paragraph A of U S WEST's tariff is attached to its Answer in this case

SDCL 49-51-12, as paraphrased, provides that the Commission is to make a schedule of reasonable rates and rules or prices for telecommunications companies.

Under SDCL 49-31-12.1 rates and prices filed in tariffs are presumed fair and reasonable. Company's representations regarding rates and prices are defined by SDCL 49-31-12.2. In either event, tariffs are to cover fares, rates and prices.

This tariff is a limitation of liability. It does not set a fare, a rate or a price. It attempts to shield U S WEST from contract and tort liability. It attempts to define what can be recovered from U S WEST when service is not provided for a variety of reasons. This has nothing to do with what U S WEST may charge customers as a fare, rate or price.

The standards cited above are clear and unambiguous and should be given their plain meaning and effect. U S WEST Communications, Inc. v. Public Utilities Commission, 505 N.W.2d 116, 123 (N.D. 1993).

3. The measure of damages is an amount that will compensate an injured party for detriment suffered.

The measure of damages is provided for by statute. In contract, that standard as stated in SDCL 21-3-1 is:

For the breach of an obligation arising from contract, the measure of damages, except where otherwise expressly provided by this code, is the amount which will compensate the party aggrieved for all the detriment proximately caused thereby, or which, in the ordinary course of things, would be likely to result therefrom. No damages can be recovered for a breach of contract which are not clearly ascertainable in both their nature and their origin.

In tort the standard is in SDCL 12-3-1:

For the breach of an obligation not arising from contract, the measure of damages, except where otherwise expressly provided by this code, is the amount which will compensate for all the detriment proximately caused thereby, whether it could have been anticipated or not.

4. A telecommunications company which does not properly provide service is liable for a wide range of damages.

As to damages which may be recovered when a telephone company does not properly provide service a general statement of the law is found at 74 Am Jur 2d TELEPHONE SERVICE § 50

The compensatory damages which may be recovered for failure of a telephone company to perform its duty to furnish telephone facilities and to render proper service are not necessarily limited to the more monetary loss which the injured party may be able to prove as a result of this neglect or failure of the company but may include such elements as annoyance, inconvenience, and loss of time and in some cases even mental or physical suffering. There is no distinction between residence and business telephones with regard to the right to recover damages for annoyance, inconvenience, and loss of time naturally resulting from the interruption of the service. However it has been held that in the absence of proof of any pecuniary loss the measure of damages is the amount paid for the service for the time during which it is refused, and that in such a case, damages for mere inconvenience and annoyance cannot be recovered (emphasis supplied)

There are two cases which, although of some age, discuss the awarding of damages for non-provision of telephone service and they appear to form a basis for recovery of such damages either in contract or tort

• Continental Telephone & Telegraph Co. v. Hepart, 42 S 349 (Miss 1906), the Court said

The telephone has come to be a necessity. It is the thing which completes the use of a home. It is resorted to daily, and hourly, to such an extent as to be regarded as indispensable, yet, when it comes to taking pencil and paper and estimating day by day what pecuniary value it possesses, it is almost impossible. The inconvenience, the annoyance, and the trouble of being without one is a damage which no one can accurately estimate. It is both inconvenient and annoying as it only to be fully appreciated when one is deprived of its use. Its loss is a great and distinct damage, yet such

damage as is not susceptible of exact measurement at 350 (emphasis supplied).

The damage sustained by the loss of a telephone in its very nature is largely composed of inconvenience and annoyance Supra, at 351

In a tort action regarding a telephone company's discontinuance or suspension of service, it has been recognized that recovery for annoyance and inconvenience can be had, see Chesapeake & Potomac Telephone Co. of Virginia v. Carless, 102 S.E. 569 (VA, 1920). That, in order to recover this damage, it is proper for a trier of fact to consider all facts and circumstances which show the damage. Quoting Sedgwick on Damages, the Court adopted the following language:

And when, from the nature of the case, the amount of damages cannot be estimated with certainty, or only a part of them can be so estimated, we can see no objection to placing before the jury all the facts and circumstances of the case having any tendency to show damages, or their probable amount, so as to enable them to make the most intelligible and probable estimate which the nature of the case will admit. at 571

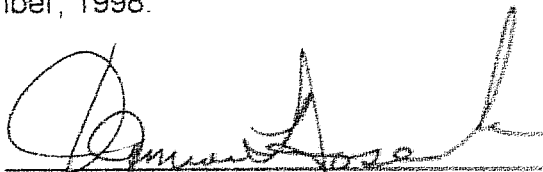
In South Dakota, personal inconvenience has been recognized as a proper element of damage, for instance in personal injury type actions, see Koenig v. Weber, 174 N.W.2d 218 (S.D. 1970).

CONCLUSION

1. In South Dakota, telecommunications customers have an unrestricted right as a matter of law to claim damages from a telecommunications company
2. Tariffs which attempt to limit a telecommunications company's liability are invalid and unenforceable.
3. The measure of damages is an amount which will fully compensate the injured party.

4. It is submitted that should the Commission find sufficient facts of inconvenience suffered by Randy Kieffer, that it may award damages for that inconvenience under SDCL 49-13-1.1.

Dated this 11th day of December, 1998.



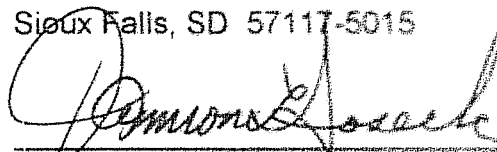
Camron Hoseck
Staff Attorney
South Dakota Public Utilities Commission
500 East Capitol
Pierre, SD 57501
Telephone (605) 773-3201

CERTIFICATE OF SERVICE

I hereby certify that copies of Staff Brief were served on the following by mailing the same to them by United States Post Office First Class Mail, postage thereon prepaid, at the address shown below on this the 11th day of December, 1998.

Mr. Randy Kieffer
HC 77, Box 260
Sturgis, SD 57785

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



Camron Hoseck
Staff Attorney
South Dakota Public Utilities Commission
500 East Capitol
Pierre, SD 57501

RECEIVED

U.S. WEST
COMMUNICATIONS

December 23, 1998

James Burg
SD Public Utilities
Commission
500 Capitol Avenue
Pierre, SD 57501

James Burg
SD Public Utilities
Commission
500 Capitol Avenue
Pierre, SD 57501

James Burg
SD Public Utilities
Commission
500 Capitol Avenue
Pierre, SD 57501

Re: In the Matter of the Complaint Filed by Ranch Archer Mgmt.,
South Dakota, against U.S. WEST Communications, Inc.
Regarding Telephone Service Outages and Inadequate Service
(IC 98-176)

In the Matter of the Complaint Filed by Ranch Archer Mgmt.,
South Dakota, against U.S. WEST Communications, Inc.
Telephone Service Outages and Inadequate Service (IC 98-176)

Dear Commissioner:

At the conclusion of the investigation of the complaint, I intend to provide a written communication to the Commission prior to the testing of the facilities to Kietfer and Mrs. Spear. I now have a commitment from the engineers to make available U.S. WEST personnel to test the facilities to Mr. Kietfer and Mrs. Spear. Assuming there are no adverse weather conditions, U.S. WEST will commence March 1, 1999 to provide a written report on the results of the cable performance and a report on the testing that will be performed on the facilities to both Mr. Kietfer and Mrs. Spear. In addition, such report will inform you as to what work U.S. WEST intends to do to improve the voice grade communications to these customers. U.S. WEST, however, will not wait for action from the Commission. U.S. WEST believes that steps can be taken immediately to improve the service provided to these customers. In the event of any adverse weather conditions or events occur beyond the control of U.S. WEST, I will continue to work with you to advise you as the occurrence of such events.

10/1/87

If you or your staff have any questions about this matter, please do not hesitate to contact me. My telephone number is 303-707-7014.

Sincerely yours,

Edward A. Peters

c. Randy Kieff
Loretta Spear
Kurt Gierke
Camron Hoseck
Tom Welk
Colleen Sevold

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE COMPLAINT
FILED BY RANDY KIEFFER, STURGIS,
SOUTH DAKOTA, AGAINST US WEST
COMMUNICATIONS, INC. REGARDING
TELEPHONE SERVICE OUTAGES AND
INADEQUATE SERVICE

TC98-176

HEARING

ORIGINAL

DATE: December 15, 1998, at 9:00 a.m.

PLACE: CITY/SCHOOL ADMINISTRATIVE CENTER
Third Floor East Meeting Room
300 Sixth Street
Rapid City, South Dakota

APPEARANCES:

MR. JIM BURG, Commission Chairman
MS. PAM NELSON, Commissioner
MS. LASHA SCHORNFELDER, Commissioner

MS. ROLAYNE WIEST, Commission's Counsel

MR. RANDY KIEFFER

MR. CAMRON HOSBECK, PUC Staff Attorney

MR. TOM WELLS, Attorney for US West

MR. EDWARD PETERS, US West

RECEIVED

SO
UT
PUBLIC
UTILITY
COMMISSION

By: Carolyn M. Sturgeon
Court Reporter

Wheeler Court Reporting
on 12/15/98
Rapid City, SD 57701

I N D E X

WITNESSES:

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RANDY KIEFFER

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EDWARD A. PETERS

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COLLEEN SEVOLD

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MARKED ON PAGE

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(Exhibit Numbers 1 & 2 marked for identification.)

MR. BURG: We will go ahead and begin the meeting then. I will begin the meeting for Docket TC98-176 in the matter of the complaint filed by Randy Kieffer, Sturgis, South Dakota, against US West Communications, Incorporated, regarding service problems. The time is approximately 9:00 a.m. The date is December 15th, 1998, and the location of the hearing room is Third Floor East, Rapid City Area School Administrative Offices, 300 6th Street, Rapid City, South Dakota.

I am Jim Burg, Commission Chairman. Commissioners Laska Schoenfelder and Pam Nelson are also present. I am presiding over this hearing. This hearing was noticed pursuant to the Commissioners order for the notice of hearing issued December 7th, 1998. The issue at the hearing is whether US West committed an unlawful or unreasonable act, rate, practice, or omission, and whether US West is liable for damages caused by the complainant, and if so, in what amount.

All parties have the right to be present and be represented by an attorney. All persons so testifying will be sworn in subject to cross-examination by the parties. The Commission's final decision may be appealed by the parties to the State Circuit Court and the State Supreme Court. Rolayne Wiest will act as

Commission Counsel. She may provide recommended rulings on procedural and evidentiary matters. The Commission may overrule as counsel's preliminary rulings throughout the hearing. If not overruled, the preliminary rulings will become final rulings.

At this time, I will take appearances of the parties.

MR. KIEFFER: Randy Kieffer.

MR. BURG: Okay.

MR. WELK: US West, Tom Welk from Sioux Falls, South Dakota, and Ed Peters.

MR. BURG: Staff witnesses?

MR. HOSECK: Camron Hoseck representing staff.

MR. BURG: Is there any opening statements? I'll turn it over at this time to Rolayne to conduct the hearing.

MS. WIEST: Mr. Kieffer, do you have any opening statements before you begin your testimony?

MR. KIEFFER: No.

MS. WIEST: Mr. Welk?

MR. WELK: No.

THE COURT: Mr. Hoseck?

MR. HOSECK: No.

MS. WIEST: Are there any motions we need to go through before we start? First of all, I believe the

1 parties have stipulated to entering Exhibits 1 and 2
2 Is there any objection to that?

3 MR. HOSECK: None.

4 MR. WELK: Exhibit 1 is the Complaint, and Exhibit
5 2 is the Answer?

6 MS. WIEST: US West's Answer, right.

7 MR. WELK: No objection.

8 MS. WIEST: So Exhibit's 1 and 2 have been
9 admitted. And Mr. Kieffer, you may go first. I'll
10 swear you in first.

11 RANDY KIEFFER,
12 called as a witness, being first duly sworn, testified as
13 follows:

14 MS. WIEST: Could you explain your complaint to us,
15 Mr. Kieffer?

16 THE DEFENDANT: I'm sorry?

17 MS. WIEST: Could you explain your complaint for
18 the record? Do you have exhibits?

19 (Exhibit Number 3 marked for identification.)

20 MR. HOSECK: I think the record should reflect
21 Exhibit 3 has been marked, is that correct? And it's my
22 understanding that this is an exhibit prepared by
23 Mr. Kieffer. If I might, could I ask Mr. Kieffer a
24 couple of questions for purposes of getting this into
25 the record?

MS. WIEST: Okay.

EXAMINATION BY MR. ROSECK:

Q Look at Exhibit 1. Is that a document that you prepared?

A Yes.

Q And just generally, is that a summary of your complaint and the elements of it that you have put together?

A It's a summary of stuff concerning the complaint, plus prior history and past history after the complaint to the best of my recollection, and what I can recall.

MR. ROSECK: Okay. At this time I would, on behalf of Mr. Kieffer, move Exhibit 1 into the record.

MS. WIEST: Is there any objection?

MR. WELK: I have no objection.

MS. WIEST: Exhibit 1 has been admitted.

MS. WIEST: Okay. Mr. Kieffer, you may begin.

MR. KIEFFER: Okay. On September 18th, 1942, I filed a complaint with the Public Utilities Commission. This complaint is based upon two different phone numbers, both phone numbers being in my name. One phone number is 347-7512, which is at my residence. That is the newest phone that's in my name. And then 347-8464, which is also in my name, but is at my dad's residence.

When I was discharged from the military in 1942, somewhere in that time frame my wife and I moved into my

1 dad's residence. He didn't have a phone system hooked
2 up because he couldn't afford to maintain a phone, so we
3 had the phone hooked up. There may have been another
4 phone number previously to the 9566 for that residence
5 while we were there. I don't recall. It seemed to me
6 like we had another phone number, but it had been
7 changed to 9566.

8 Anyway, just for clarification, I want the people
9 involved to understand that both phone numbers are in my
10 name that the complaint is concerned about. Okay? The
11 347-7532 phone number, when I graduated from college I
12 needed to have a telephone line for privacy and
13 confidentiality of my cliental so that if they needed to
14 get ahold of me, then there was no issues that would
15 crop up legally in that area.

16 So everybody understands how it worked, when we had
17 the 9566 phone number and we were living at my dad's
18 place, when we finally got our other residence, which
19 was a double-wide mobile home and we moved -- oh, a mile
20 or so down the road from my dad, we still needed to have
21 a telephone, or wanted access to a telephone. The
22 technician that had come out had told me that it was
23 going to be about \$4,500 to get one. We couldn't afford
24 to get one, so we did work with US West individually and
25 talked to a supervisor. They furnished a wire and I

1 furnished the labor, so we ran a telephone off of my
2 dad's line down to my place.

3 So everybody understands, when the phone rang at
4 the 9566 number, it also rang down at my place. You can
5 imagine what the nightmare is when you have two people
6 picking up the phone answering at the same time, and
7 everybody saying, "hello." And my dad's elderly and he
8 doesn't quite understand that maybe you need to listen a
9 little before you pick it up. It's really an
10 inconvenience, but we lived with it.

11 Once I completed my college and I got this job at
12 Black Hills Special Services as an individual program
13 coordinator/case manager, I ordered a new phone line to
14 be installed. That was in itself a nightmare to get
15 through the installation process. We couldn't get no
16 projected completion dates from US West when it was
17 going to be done, other than, "Well, we're working on
18 it." I called the Public Utilities Commission numerous
19 times to deal with that particular issue in itself.

20 The dates listed on Exhibit 3, I believe it is, is
21 kind of a summary of what I could gather from US West
22 over the telephone talking to them, and they're not by
23 any means all inclusive. There's other dates there that
24 I'm sure prior to my dad's phone number, for an example,
25 prior to 1996. But that's all the farther the record

1 would go back. Or at least that's all they would give
2 me for information.

3 As I said, my occupation is as an individual
4 program coordinator/case manager. I deal with clients,
5 and they have a right to confidentiality. So that's one
6 of the main reasons why I had to have a phone line
7 installed down at my residence. So you understand, my
8 dad and I have no connection whatsoever as far as his
9 living out on the ranch. His business is separate from
10 what I do. I have no involvement in the ranch. I live
11 out there. I bought the land and I live on -- and
12 that's the only -- he's my father.

13 So everybody understands, also, I live
14 approximately six miles off of Highway 14, and I live
15 about a mile to a mile and a half, somewhere in that
16 range, from my dad's residence east of his place. My
17 wife is involved with helping me carry out my duties.
18 She'll take messages. I do have an answering machine,
19 too. However, if the phone rings, she answers it. She
20 does take phone calls for me or messages, and then I can
21 get back to my clients. That's as far as the issue of
22 confidentiality go, because I told my clients not to
23 talk about anything over the phone to anybody but me.

24 It's important for us to have a telephone for the
25 simple fact of business or my job, what I do. It's

1 important of the simple concept of, like I said,
2 confidentiality of my clients. My supervisor, if they
3 need to get ahold of me for an emergency, I've got to
4 have a telephone. My wife, she works. If she has to be
5 called in, she needs a telephone for the person to call
6 her so she can be scheduled to come in to work.

7 As far as some personal things of why I think it's
8 important we have a telephone that does work and is
9 reliable is that my wife's daughter lives in New York,
10 so it's a long ways away. They need to have
11 communication. That's part of what's important to my
12 wife, to still be able to communicate. You don't
13 realize the nightmares I go through when the phone
14 doesn't work and they can't communicate. It's just pure
15 chaos. My dad's 69 years old. I have to worry about
16 his health. You know, he's by himself. He's a farmer.
17 I kind of have to keep an eye on what's going on with
18 him so he doesn't get hurt.

19 911, if somebody does get hurt, we've got to have a
20 telephone so we can get somebody out there. Or if
21 there's problem, there's an emergency and we have to get
22 law enforcement out there, then we have to have a phone
23 that does work. While speaking of 911, we've had
24 problems with 911. With the 911 system, we've had
25 problems with that. I can recall at least three times

1 where the 911 has rung once at my place, twice up at my
2 dad's, if I remember right, and they were able to make
3 contact with my dad, but -- and nobody was dispatched.
4 They said, "Well, nothing is going on out here," on the
5 call back. My wife and I, on the other hand, well, we
6 had the privilege of having all the neighbors see the
7 deputy sheriffs drive by the place because of the 911
8 system.

9 You know, my wife and I try to be very law-abiding
10 citizens. Like I say, when the 911 rang that time, we
11 were out in the yard working, and here we have deputy
12 sheriffs -- two vehicles come driving up the road and
13 pulling out in front of our yard wanting to know what's
14 going on and if everything was okay, because we weren't
15 even inside where we could even be called. So the phone
16 system kicks off 911 up there. I would also like to use
17 the Internet, so I would like to have it for personal
18 use for the Internet, the telephone.

19 My father is also a farmer. If he breaks down, he
20 needs to have access to having a telephone so he can
21 call and get parts ordered and see if somebody has got
22 the parts. So instead of driving all the way to
23 Rapid City, he can find out if the part is not
24 available, and then maybe he can go to Belle Fourche and
25 call up there and see if it's up there instead of

1 running all over the countryside trying to find parts
2 that are not available.

3 I would like to go into counseling some day. I
4 would like to have my own business. But until I can get
5 a system to operate and be reliable, I can't even rely
6 on that or do that for a trade. The distance from my
7 place to town is 26 miles one way to drive into town
8 just to report that the telephone is not working.
9 Round-trip that would be 52 miles.

10 Also, in my Complaint I had asked for Caller ID
11 service to be installed. And some of those on my phone
12 number, the 7532, are probably calling in trying to see
13 if we could find out why the Caller ID wasn't being
14 hooked up. And just what I really found out when this
15 all started coming to a head is the fact that we can't
16 even get Caller ID service out there at my residence.
17 Guess what I got in the mail the other day? A packet
18 from US West saying I've got all of these wonderful
19 services available to me. I would like to enter that as
20 evidence, if I could.

21 HOSECK: Why don't you have that marked. I would
22 move that into evidence.

23 (Exhibit Number 4 marked for identification.)

24 MS. WIEST: Is there any objection?

25 MR. WELK: Can I look at it? No objection.

1 MS. WIEST: Exhibit 4 has been offered and
2 received.

3 MR. KIEFFER: In that exhibit, it says I can even
4 get Caller ID. To my understanding, we can't receive it
5 yet. At least I haven't been notified. The dates that
6 I've listed on here are, like I say, what I have called
7 and gotten from US West. And I didn't write down what
8 the problems were for each one, but there's been
9 problems, or I wouldn't have called US West.

10 The time in question on Exhibit 3 that I really --
11 just what I really have a real tough time with is August
12 17th to August 23rd. And apparently from what I'm
13 understanding, that was when the strike was going on for
14 US West. My wife had her father have open-heart
15 surgery, and we couldn't even find out how the surgery
16 went without going into town every day and checking up
17 on how he was doing. It's a sad deal when you can't use
18 a telephone to conduct your business with your family to
19 find out what's going on with them and how they're
20 doing. Open heart surgery to me, I think, is a pretty
21 serious situation, and access to a telephone, I think,
22 is critical.

23 I've went through and tried to recollect on this
24 whole statement here, Exhibit 3, what we could figure
25 out transpired. I've given US West, I think, very

1 beneficial -- the benefit of the doubt on how many days
2 the phone was out, seven. But I think we were really
3 involved with six days going back and forth. There's a
4 lot of other dates here that's listed on Exhibit 3 that
5 I could try and take damages for. I didn't. I just
6 wanted to get this settled at this time period and give
7 them the benefit of the doubt of trying to be amiable.

8 I've also talked with -- I believe Colleen talked
9 about a cellular phone system, trying to settle it out
10 of court. That wasn't an option, so we've come to this
11 hearing. When the phone service goes out at our place,
12 it's a real problem. And as you can see by the dates
13 listed, we have had a lot of problems with the phone,
14 more than what should be normal. It's not like living
15 in Rapid City or in a town of Sturgis. When you're
16 living out in the country, the rules change for survival
17 out there. Cold weather, blizzards, stuff like that,
18 use of a telephone can be life or death situations out
19 there.

20 When you try and contact US West, that in and of
21 itself can be a nightmare trying to get through to their
22 service desk. These telephones that you have nowadays
23 have all the buttons on the headset and everything.
24 Well, you've got a computer message that says, "press
25 the button." By the time you press that button and put

1 the phone back up to your ear, you missed the next
2 message for the next message telling you what you're
3 supposed to push and what you're not supposed to push,
4 so you wind up calling over and over trying to get the
5 message sometimes three or four times just to be able to
6 make a phone call to call in an outage.

7 Like I say, dealing with US West on telephones is a
8 nightmare. There is no walk-in service type thing where
9 you can sit down and talk to somebody and say, "This is
10 a problem." It's all somebody out of state. Those are
11 also issues that I brought up in my complaint. We've
12 been told it would be three days sometimes before they
13 would be able to come out and work on our telephone
14 system when it was out. When they reimburse somebody
15 for 40, 50 cents a day, that's a joke. When we have to
16 go to town to make a special trip into town just to call
17 in that the phone is out of service -- and our time is
18 worth something.

19 I also addressed here psychological stress and
20 inconvenience. I based everything upon a \$50 an hour
21 flat out for everybody involved. I've identified the
22 number of days, as much as what we could recollect. I
23 identified the mileage. I don't think any of these
24 things are unreasonable for time. Our time is worth
25 something. Mileage is worth something.

1 For example, I had an individual come out and work
2 on the furnace in my trailer house, and he charged me a
3 buck a mile just to drive out to my place. Most people
4 need more to come out to my place. I don't get anybody
5 out there for under \$50 an hour. I had a wrecker come
6 out. It averaged out \$6 a mile to have somebody come
7 out with a wrecker and taking a vehicle into town to get
8 it worked on. To take a computer and to get it worked
9 on, 60 bucks an hour flat rate. I took my car to town
10 the other day to have it worked on. That was -- let's
11 see. It was 1.9 hours to do the job. They went flat
12 rate. They done the job in one hour and it still cost
13 me over 100 bucks just in labor alone.

14 So I don't think we're unreasonable in what we're
15 showing for what we think our time is worth. Also, I
16 hired a lawyer and he was \$85 an hour. So I think we're
17 pretty fair on what we classified for our time of what
18 it's worth to us, my dad, my wife, me, and his
19 significant other. The dollar amount for the
20 psychological stress, that's factors that my wife and I
21 talked about. We figured that's what it would be
22 appropriate to settle this and be done with it.

23 The stress going on, she can't call during the time
24 period -- she couldn't call her father and see what's
25 going on. She couldn't call her daughter and talk to

her and get some console from that. Loss of sleep for everybody. I have a problem that involves my neck and shoulder. Just stress. It gives me headaches and makes my life miserable. And it's just nothing but chaos when the phone doesn't work. That phone is a very important part of our life.

One of the reasons why I had requested Caller ID was so that when somebody called me and I wasn't home, I could be able to call them back and not rely on an answering machine, because I was being accused by clients of not returning their phone calls. So at least with Caller ID, you would be able to be identified on the box. And not all phone calls can be, I understand that, but at least I had a chance of being able to call the individual back or know that they had called.

So that was the reason why I was trying to get Caller ID hooked up, so that clients when they had called me, then I could call them back. But I was being accused of not returning calls, and I didn't have no numbers on the answering machine or nobody got ahold of me. A lot of times when they did call, the phone was out. But it was ringing when the phone was out. That was especially true in this August 17th through the 23rd. I guess that's about it.

MS. WIEST: Thank you. Mr. Welk?

1 DIRECT EXAMINATION BY MR. WELK:

2 Q Thank you. Good morning, Mr. Kieffer. I introduced you
3 to myself before the hearing. My name is Tom Welk.
4 I've got several questions regarding the exhibit and the
5 Complaint that you had. First of all, let's go to
6 Exhibit 3 that you prepared. You prepared this yourself
7 from your notes, is that correct?

8 A I prepared that from talking with my wife and my dad and
9 everybody trying to reconstruct everything, and through
10 calling US West, and this is what they gave me for
11 dates.

12 Q Would you tell me a little bit about -- I didn't quite
13 understand what you do. You said you counsel clients.
14 What type of a counselor are you?

15 A I'm not a counselor. I said I prefer to have a job as a
16 counselor. I have a Master's Degree in counseling.
17 Okay? With alcohol and drug certification. But until I
18 can get a phone system that works, it's kind of a bad
19 deal. People commit suicide stuff, and that's the type
20 of people I deal with.

21 Q What do you do? What is your job?

22 A An individual program coordinator.

23 Q What do you do? I don't understand what that is.

24 A It's a case manager.

25 Q Where at?

A Black Hills Special Services. I deal with developmentally disabled individuals.

Q Well, you've asked in this damage assessment to be paid \$40 an hour, correct?

A Um-hum.

Q Is that correct?

A That's correct.

Q What do you receive as wages per hour? Let's start over. We'll just go one at a time. You let me finish my question and I'll let you finish your answer. Okay? What is your current wage per hour?

A Probably \$11, \$12.

Q Is your wife employed?

A Yes.

Q Where is she employed?

A Fort Meade Medical Center.

Q What does she do there?

A She's a food service worker.

Q What's her wage per hour?

A \$11 per hour, probably.

Q You said your father is a rancher?

A Right.

Q Does he have any other employment other than being a rancher?

A No.

1 Q So the time that you have requested in your damage of
2 \$50 an hour does not have anything to do with the amount
3 of wages you or your wife receive actually for the work
4 you do?

5 A Right.

6 Q You essentially just picked that number out of the air?

7 A That's what I feel is fair compensation.

8 Q But you picked that number out of the air based upon
9 what other people charge you for their services,
10 correct?

11 A Right.

12 Q Now, the amounts for \$1,000 for psychological stress,
13 that related to the time between August 17th and August
14 23rd?

15 A Yeah. Yes.

16 Q And did you just pick that number out of the air, too?

17 A My wife and I talked about what we figured would be fair
18 compensation to settle this.

19 Q But did you have some factual basis, or did you just
20 pick that number out of the air as the two of you
21 talked?

22 A We picked -- I figured basically it's what was involved
23 with our time. I mean, when you start talking about the
24 daily fights and everything -- and, you know, people
25 were upset 24 hours a day. So that's fair.

Q So you want to get paid \$50 an hour for fighting with your wife, is that right?

A Figure it out.

Q Pardon me?

A Calculate it out on a 24-hour basis, seven days.

Q Is that what you're asking for, is to get paid \$50 an hour for fighting with your wife?

A If that's how you want to interpret it, yes.

Q And the psychological stress on Page two of having to deal with anger and the frustration, that's a different \$1,000. There's two \$1,000 amounts. I'm trying to figure out what's the difference between the two.

A \$1,000 for her and \$1,000 for me.

Q So you each should get paid \$50 an hour --

A Right.

Q -- for fighting with one another, is that correct?

A Is that the way you want to look at it.

Q Is that what you're asking the Commission to award?

A It's asking the Commission to award based upon our inconvenience and the stress placed upon each of us.

Q But it's based --

A Whether you want to call it fighting or you want to call it my headaches or whatever, that's what we figure it takes to settle it.

Q The dollar per hour mileage that you requested, again

1 that's based upon what others charge you to come out to
2 your place?

3 A Right.

4 Q So that would be -- like you gave some examples with the
5 wrecker, is that correct?

6 A Um-hmm.

7 Q You have to answer yes or no so she can take it down.

8 A Oh, yes.

9 Q It doesn't have anything to do with your actual expenses
10 that you would incur driving to and from, is that
11 correct?

12 A I figure I had been allowed to obtain the same expenses
13 of what they would obtain -- or the same amount of what
14 they would obtain.

15 Q That would be the expenses for like the wrecker,
16 correct? Because that's where you got the dollar an
17 hour, is from the wrecker, right?

18 A No. I got the dollar an hour when the individual came
19 out to work on my house and he drove a pickup out.

20 Q Who was that and what type of person was he?

21 A He was a furnace repair person.

22 Q That's the basis from that, is that correct?

23 A Right. Approximately four or five years ago.

24 Q Excuse me. I have to wait to let you finish. Are you
25 finished?

- 1 A Approximately four or five years ago he came out.
2 That's what he charged back then. I didn't even inquire
3 as to what it would cost at this time.
- 4 Q But the dollar per hour has nothing to do with the
5 actual cost that you or your wife or your father would
6 have incurred driving to Sturgis, is that correct?
- 7 A Restate that.
- 8 Q The dollar per hour is not your actual cost to drive for
9 gas and oil back and forth to Sturgis, is it?
- 10 A I never calculated dollar -- or a dollar an hour for
11 that. I calculated straight mileage. I didn't include
12 the driving back and forth.
- 13 Q But does it cost you a dollar per hour -- dollar per
14 mile to drive your vehicle back and forth to Sturgis?
- 15 A Apparently the other people when they come out to my
16 place feel it costs them that.
- 17 Q I didn't ask --
- 18 A Including their time.
- 19 Q I am asking what it costs you, sir. Not somebody else.
- 20 A Well, based on \$50 an hour, if that's what I'm going to
21 get paid. And it takes me an hour -- or a half hour to
22 drive in and a half hour to drive back, then it would be
23 \$50. So I guess I'm right in the ballpark there.
- 24 Q Now, you understand US West had a work stoppage between
25 -- in August of 1998?

1 A Yeah.

2 Q So you understand there was a statewide strike during
3 that period of time?

4 A Yes.

5 Q So the principal damages that you seek in this case
6 arise during the period of time in which there was a
7 work stoppage in South Dakota, is that correct?

8 A Yes.

9 Q Did you receive any credit on your telephone bills from
10 US West for the time that your phone was out?

11 A Yes. Approximately \$3 or \$4, I think.

12 Q Did you review your bills to see that every time that
13 you reported an outage you were given credit?

14 A No.

15 Q Did you report to US West every outage that you've got
16 in Exhibit 3?

17 A I did or my dad did or my wife did. And back up on the
18 question prior to that. What was the question again?
19 The question before that?

20 Q Did you go through your bills and check to see whether
21 you got credit for when you were out?

22 A Some of them -- I said no, and overall that's true.
23 Some of them I had to go back. I had to call US West
24 and have them credit my account because they weren't
25 doing it automatically.

1 Q But do you feel that your bill today has been credited
2 for all of the times you've been out?

3 A My bill was credited for those -- no. For 8/17 to 8/23,
4 it was credited for, I think, 3 or \$4 for that time
5 period. And the rest of the time, no, I would not say
6 that.

7 Q Did you -- I want to get this clear. Are you saying
8 that on Exhibit 3, every one of those dates that you've
9 got listed there you submitted a report to US West of an
10 outage?

11 A No. I'm not saying that's what I submitted as an
12 outage. I'm saying I submitted it as a problem with the
13 phone.

14 Q Would you tell me, of the dates you've listed on Exhibit
15 3, how many reports of those dates did you make to
16 US West?

17 A How many I made personally?

18 Q You or your father or your wife.

19 A We all did. We've all made those reports, one or the
20 other of us on each of those dates. We've called
21 US West for that problem one way or another.

22 Q So there should be a record that a call was either made
23 by you or your father or your wife on each of the dates
24 listed on Exhibit 3?

25 A Or the significant other.

1 Q Who's the significant other?

2 A My dad's girlfriend.

3 Q Okay. So one of the four of you reported every one of
4 these outages, is that correct?

5 A We've had contact with US West concerning some. I'm not
6 saying those are all outages. You are misconstruing the
7 information. Some of them, I said, if you remember what
8 my testimony was, was trying to find out why we wasn't
9 getting Caller ID, also.

10 Q Oh, okay. So which ones are the outages?

11 A You have a record of that. US West does. I do not have
12 a record of that, other than what I identify as 8/17 as
13 a major outage.

14 Q So you're not -- go ahead.

15 A US West has a record. They wouldn't give me that
16 information. All I could get was what were the dates
17 over the phone. They would not send me a bill.

18 Q So as far as you're concerned though, the outage
19 occurred between 8/17 and 8/23/98, and then you can't
20 recall sitting here today every report of outage that
21 you had. Is that your testimony?

22 A Right. On all these dates based on this Exhibit 3.

23 Q Because, as you told me, some of them weren't outages,
24 some were other problems that you called in?

25 A Right. As I said, I gave US West the benefit of the

1 doubt. If you gave me a record, I guess I could recall
2 exactly what dates the phone was out.

3 Q Does your dad pay a bill and you pay a bill for those
4 two phones?

5 A My dad pays the bill in his name -- or in my name. And
6 if he doesn't pay it, I pay it.

7 Q Do you get two bills for those two phones?

8 A Yes, I get two bills. I just recently changed the other
9 one. We were having problems with both phones being in
10 my name, and people were calling my dad at his residence
11 trying to get ahold of me.

12 Q Was there any time that your dad's line was discontinued
13 from service?

14 A Since I've been here, no.

15 Q Okay. And when have you been there?

16 A I did have it discontinued one time.

17 Q Do you remember when you had your dad's service
18 discontinued?

19 A No. No. I don't remember the date. It was
20 discontinued for like a month or so. My wife and I
21 couldn't even afford it then.

22 Q Do you know who Larry James is?

23 A Never heard of him.

24 Q Do you know any of the technicians from US West in the
25 Sturgis area?

1 A Um-hmm.

2 Q Who are the technicians you knc ?

3 A Mike Elbers (phonetic).

4 Q Paul Logue (phonetic), do you know him?

5 A Nope.

6 Q Mike Elbers is the only person that you know from

7 US West?

8 A Yes.

9 Q Do you have the home telephnone numbers of Mr. Elbers or

10 anybody else that --

11 A It's in the phone book.

12 Q Is Mr. Elbers the one that comes out and fixes your

13 line?

14 A He has in the past. Not regularly.

15 Q Do you know if anybody else -- other than Mr. Elbers, do

16 you know the identify of any of the people that come out

17 and fix your line?

18 A Yeah. 12/10/98 one come out and identified himself as,

19 I believe, Steve or Steven to my wife. He told us that

20 the problem with our phone is because we are sitting

21 there and wiggling the little button on the phone.

22 That's what the problem is with our phone line right

23 now. We're wiggling the button on the phone and

24 creating static in the line from inside the house.. That

25 was how well he troubleshot it for us the last time.

1 Q A US West employee?

2 A US West employee.

3 Q Where?

4 A Sturgis, I guess. Steve or Steven.

5 Q The complaint that you filed here, did you call the
6 Commission and ask to file the complaint and get the
7 form?

8 A Yes.

9 Q And the Commission then sent the form out and you filled
10 it out, is that correct?

11 A (The witness indicated.)

12 Q You have to answer yes or no.

13 A Yes, sir.

14 Q Have you had any other discussions with the members of
15 the Commission or staff regarding your complaint other
16 than getting it and filling it out?

17 A Yes. I just met with them this morning just to go over
18 this and various phone calls to kind of tell me the
19 procedures.

20 Q Other than just explaining what the process is, have you
21 had any other discussions with anybody?

22 A Just the process basically and kind of how things are
23 going to go. We did not discuss dollar amounts.

24 Q Did anybody promise you anything as to damages or how it
25 ought to be calculated?

1 A Nope.

2 Q So all these numbers are basically your numbers that you
3 put together?

4 A Right.

5 Q Now, you've also requested on Exhibit 3, the last
6 paragraph, you're requesting the Commission to award you
7 \$50 an hour for writing up your complaint, is that
8 correct?

9 A Um-hmm.

10 Q You have to answer yes or no.

11 A Yes.

12 Q And you're asking for \$50 loss of work for today, is
13 that correct?

14 A \$50 an hour?

15 Q An hour.

16 A Sure. My time is valuable.

17 Q Even though if you were working at your job you would be
18 getting \$11 to \$12 an hour?

19 A Right.

20 Q And you're asking for \$50 an hour to drive back and
21 forth to this hearing, is that correct?

22 A No. I'm asking for \$112 round trip to drive back and
23 forth to the hearing.

24 Q It's a dollar a mile then?

25 A A dollar a mile.

1 Q Based on what you told me before?

2 A Right.

3 Q Now, on Exhibit 3, on the back, right below that section
4 of your exhibit it says, "Time for everyone \$50 an
5 hour." The time for your wife at six days at three
6 hours per day, is that the time during August 17th to
7 August 23rd?

8 A Right.

9 Q And your father's time that you're requesting there or
10 requesting compensation, three days at three hours, nine
11 hours. What period of time is that for?

12 A When the phone -- where are you at now?

13 Q Right below where I just read. You said that your
14 father, three days at three hours per day, nine hours.
15 What period of time?

16 A Same time period. These were all from 8/17 to 8/23.
17 Various times they went in and tried to call US West to
18 get the phone line fixed, which all we get is busy
19 signals and nobody would answer the phone.

20 Q Again, that was all that period of 8/17 to 8/23?

21 A Right.

22 MR. WELK: I have nothing further.

23 MS. WIEST: Mr. Hoseck?

24 MR. HOSECK: Thank you.

25 (Exhibit Number 5 marked for identification.)

1 CROSS-EXAMINATION BY MR. HOSECK:

2 Q Randy, I'm going to show you what has been marked as
3 Exhibit 5, and we'll represent to you that's a copy of a
4 map of a portion of Meade County. Have you seen this
5 map before this proceeding here today?

6 A Yes.

7 Q And did you make some markings on this map with various
8 colored markers to demonstrate the location of your
9 residence as compared to Sturgis, South Dakota?

10 A Yes, I did.

11 Q Okay. And to the best of your knowledge, is this a true
12 and correct copy of what you did previously?

13 A Yes.

14 Q Okay. On this Exhibit 5, would you, for purposes of the
15 record at this time, tell the Commission what the area
16 traced in yellow demonstrates?

17 A That's the route going from my place into Sturgis, down
18 County Road 13-S where it connects with Highway 34 and
19 goes West to Sturgis.

20 Q Okay. So, in other words, when you go to Sturgis, you
21 would be following the yellow route, is that correct?

22 A Right.

23 Q And is there a blue mark also that you caused to be made
24 on this map?

25 A Right. That's where my father lives.

1 Q And next to that, have you written a telephone number?

2 A 347-9566.

3 Q Okay. And is there a pink or reddish type mark near
4 that blue mark?

5 A Yes.

6 Q And is there a phone number by that one?

7 A 347-7532.

8 Q And does that -- is that the location where you live,
9 where the pink mark is?

10 A Right, yes.

11 MR. HOSECK: At this time, I would move Exhibit 5
12 into evidence.

13 MR. WELK: No objection.

14 MS. WIEST: Exhibit 5 has been offered and
15 received.

16 Q (BY MR. HOSECK) Mr. Kieffer, I would like to discuss
17 with you a little bit further your occupation and what
18 it is that exactly you do. In other words, why is it
19 important that clients be able to get in touch with you?

20 A Because these are clients, like I say, that are
21 developmentally disabled, and crisis' arrive and I'm
22 really their basic point of contact. Everything that
23 goes on within their life -- really, I'm an active part
24 of their life.

25 Q When you say, "developmentally disabled," could you just

1 generally speak about the conditions that they suffer
2 from?

3 A We're talking mild, severe mental retardation. FAS,
4 FAE, things of that nature.

5 Q And why is it necessary that they contact you, because
6 of the fact that they have those conditions?

7 A There's crisis' that arise in their life, and I'm the
8 one individual that can help them deal with those
9 crisis', or I get them help if they need help.

10 Q Looking at Exhibit 3, in the dates that you have listed
11 on there on the first page, did those dates -- were
12 those reconstructed by you, or did they come from some
13 other source?

14 A They came from US West.

15 Q In other words, did you talk to an employee of US West
16 to get those dates?

17 A Yes, I did.

18 Q And on Exhibit 3 on the second page, the reverse page of
19 that, you talked about the trips to Sturgis. And is it
20 your testimony that the trips to Sturgis were necessary
21 in some manner because of the lack of phone service at
22 either your or your father's residence?

23 A Right.

24 Q One other thing I would like to ask you a question about
25 is this 911 problem that you experienced. Am I correct

1 in understanding that somehow your number would show up
2 on the 911 operator's screen in Sturgis or wherever it
3 is? Is that the effect of what happened?

4 A Yeah.

5 Q In other words, these were not calls that you or anybody
6 from your residence made, is that correct?

7 A Right. Nobody made those calls. It just automatically
8 trips. I want to go back and clarify one thing here on
9 the 8/17 and the 23rd, and that's when we experienced
10 the telephone outage, okay? Whether it was called in
11 that day, I don't remember, but I know -- that's why I
12 say we went six days of trying to reconstruct the
13 details, but we are not quite sure. So their record may
14 show 8/17. I don't know what their record shows on that
15 day, that period. I could not recall that part.

16 Q With regard to the amounts that you've asked for for
17 psychological stress and aggravation and for
18 inconvenience, would it be correct to say that it is
19 your opinion that that is a dollar amount that you feel
20 would make you whole for the inconvenience and distress
21 that you have suffered?

22 A Yes.

23 Q At the time of the losses that we're talking about here
24 as demonstrated on Exhibit 3, were both of those phones
25 in your name at that time?

1 A Yes.

2 Q Okay. And have you recently changed that?

3 A Yes. I have tried to change it from the phone up at my
4 dad's place being in my wife's name now so that we can
5 separate from -- so when the new phone book comes out,
6 if people lose my business card and don't know how to
7 get ahold of me, they can look me up in the phone book
8 and see Randy Kieffer and dial 147-7512. Instead of
9 seeing two names of Randy Kieffer and calling everybody
10 or both of us, both phone numbers and trying to contact
11 me, I guess is what I'm trying to say.

12 Q What has been your experience in attempting that change?

13 A The bill for my residence came in my wife's name, and
14 the bill from my dad's residence came in my name, so I
15 had to call US West and have them try and redo it
16 again.

17 Q And are you presently experiencing any type of problems
18 with the service on either of these lines?

19 A Repeat the question.

20 Q Are you presently experiencing any problems with the
21 service on either of these lines?

22 A Well, yeah, I would say we probably are. Yes, we
23 probably are. 12/10 we called in a work order, and like
24 I say, the technician came out and all he found was that
25 he thought that we were rattling the button on the

1 telephone. That's what he told us the problem was. He
2 didn't find a problem. It's an intermittent problem.

3 Q If you were to describe for the Commission exactly what
4 it is that you've experienced besides the outages with
5 your telephone service, what would that be? In other
6 words, what types of problems besides outages have you
7 experienced?

8 A Static on the lines, if I'm understanding the question
9 right. Things with the phone line?

10 Q Yes.

11 A Static on the phone lines. The line just goes dead and
12 then starts working. I know there's one date on here
13 that we didn't call it in. There's not a date on here
14 because we didn't call it in because the phone quit
15 working in the morning, and in afternoon it was working
16 again. And that was within the last month. A lot of
17 static. And it just doesn't work. It's a poor system.
18 It needs to be upgraded somewhere.

19 MR. ROSECK: No further questions.

20 MS. WIEST: Commissioners?

21 MR. BURG: I have a couple.

22 EXAMINATION BY MR. BURG:

23 Q You indicate on the front page of your statement that
24 you paid -- on 11/05/97 you paid \$2,500. What was that
25 \$2,500 for?

1 A That was \$2,300 and some dollars for installation, and
2 then taxes on top of that. So that was approximately --
3 Q Excuse me. What did the installation amount for? What
4 did they do for that?
5 A They come out and laid the line from a white box on 13th
6 and went up to a post where we could tie off and go one
7 way with my dad's line and one way with me. And they
8 put six lines instead of one at that time, so I got
9 billed basically for six phone lines.
10 Q But you do have at least three lines available at your
11 place, and three at your dad's?
12 A I'm sorry? Three lines, no. I have probably -- there's
13 two lines going into my dad's place now. One is a
14 direct line into his place, and there's a line going
15 into my place, plus five extras.
16 Q But there are five extras that would be available if you
17 ever wanted them?
18 A Well, I guess if I wanted them -- I own them. But
19 mostly, like US West owns them.
20 Q They own them, but if you wanted to have separate ones,
21 you could have up to that amount. That is what the
22 \$2,500 is for, is that correct?
23 A I ordered one line.
24 Q Yeah. But your \$2,500 was to lay it?
25 A Lay the line, right.

1 Q And there already was a line at your dad's place?

2 A Yes.

3 Q There was no line at the residence you have now?

4 A Right.

5 Q What's the nature of your residence? Is it a former
6 farm home, or did you put a house there or what?

7 A Double-wide mobile home.

8 Q Okay. So there was no residence there before you moved
9 it there?

10 A Right.

11 Q On the second page where you're delineating expenses,
12 you indicate that your wife had six days at three hours
13 per day equals eighteen hours. What was she doing in
14 those three hours?

15 A Trying to contact US West, and having to go into town to
16 call her father and see how he was doing on the heart
17 surgery, and talking with relatives.

18 Q Were these any days she was working?

19 A Yes. But I didn't bill US West for any other days
20 listed on here. I just went with this one time period.

21 Q But these six days you talked about, was she working any
22 of those days?

23 A Some of those days, yes.

24 Q Did she make a separate trip from her trip to work?

25 A I don't recall. I would say probably one day maybe. I

1 wouldn't say all days, no.

2 Q Okay. And then the three hours that you talked about,
3 were any of those including driving time?

4 A No. Just approximate times we felt for each day on an
5 average.

6 Q And you've got three days that you were driving or three
7 days that you included?

8 A Um-hmm.

9 Q Were any of those days that you made a trip, were any of
10 those days that you worked?

11 A Yeah, I worked. Yes, I worked.

12 Q Did you make a separate trip to go make your complaint?

13 A No.

14 Q So you did it when you went to work?

15 A I went to work an hour earlier.

16 Q But you still billed mileage for those times?

17 A Sure.

18 MR. BURG: That's all I have.

19 EXAMINATION BY MS. SCHOENFELDER:

20 Q Let's go back to the beginning, Mr. Kieffer. I'm
21 Commissioner Schoenfelder, and I want to know when those
22 phone problems started, if you can identify those. If I
23 understood your testimony correctly, your father had a
24 phone line, and then you paid -- US West furnished the
25 materials and you paid to do -- or you did the actual

1 work or something to connect your father's -- from your
2 father's phone line over to your residence. Is that the
3 way it still works now?

4 A No.

5 Q You don't use that phone line anymore?

6 A No.

7 Q Okay. I need to understand that. So when did the
8 problem start on your phone system?

9 A After we hooked up 5/27/98 on my phone line.

10 Q So it's ever since you've been there practically?

11 A Right.

12 Q Do you have a cordless phone?

13 A Yes.

14 Q Okay. That's my question about the 911 service, because
15 that sometimes is a problem with 911. I guess my major
16 question is, are you really requesting us to give you
17 some damages, or would you really like to have your
18 phone work? Which is the most important to you?

19 A Both.

20 Q Both?

21 A Both (The witness indicated.)

22 Q You don't consider the phone working to be a priority
23 over damages?

24 A Originally at this point, no, I don't anymore. I
25 consider them both as equally important. Originally I

1 requested just to have US West supply us with cellular
2 telephones so we could conduct our businesses and report
3 our outages only when the phone went out. That was not
4 an option. So at this point, I'm upset. So both are
5 equally important.

6 Q Okay. Will you go back to the front page of Exhibit
7 Number 3? Under the 7532 number, you have an outage or
8 some kind of a problem. I understand this doesn't
9 necessarily mean an outage listed on the 19th of '98.
10 The one that's under your father's residence which would
11 be 9566, you don't have 9/19 of '98 in there?

12 A Probably when I called Caller ID trying to find out the
13 status.

14 Q Oh, okay. I didn't understand that.

15 A I'm just guessing.

16 Q Is there always -- when there is a true outage, is it
17 always at both places?

18 A As a general rule, yes.

19 Q Okay. Do you have lots of other -- how close are your
20 nearest neighbors besides your father?

21 A Bruce Weyrich, probably two miles from my dad's
22 residence.

23 Q Do your neighbors have problems?

24 A Yes.

25 Q They've never complained?

1 A Yes, they have.

2 Q Okay.

3 A To the Public Utilities Commission.

4 MS. SCHOENFELDER: Oh, okay. I think that's all I
5 have. Thank you.

6 MR. KIEFFER: Thank you.

7 MR. BURG: I have just a couple more.

8 FURTHER EXAMINATION BY MR. BURG:

9 Q Where do you actually work at?

10 A Deadwood, South Dakota.

11 Q In Deadwood?

12 A Right.

13 Q Okay. And so you're driving to Deadwood on a daily
14 basis then?

15 A Right.

16 Q You work 40 hours a week?

17 A I wish.

18 Q Well, 40 or more?

19 A Right.

20 Q How often do clients call you at home?

21 A Two or three times a week. I receive phone calls at
22 home concerning business.

23 Q When you're in Deadwood, you have a personal contact
24 with these clients, is that the nature of your work?

25 A No. I have other people I have access to that interact

1 with the clients.

2 Q But, I mean, the same clients that call you at home, do
3 you see them at work usually?

4 A At times.

5 MR. BURG: Okay. That's all I have.

6 EXAMINATION BY MS. WIEST:

7 Q You say you had static on your line. How often do you
8 have static?

9 A It's been going on now off and on for about the last two
10 weeks. It was, I think, like December 4th when it
11 started, and we never called it in.

12 Q It just started that recently in the last two weeks?

13 A Yeah. This one here, this last time, I don't know how
14 often, ma'am.

15 Q But you've had static before this?

16 A Yeah, yes. When we initially hooked up the telephone
17 line at my dad's residence, it was so full of static the
18 line was just awesome. You couldn't even hear anybody
19 at the other end. It was that bad. We put up with that
20 probably for six to eight months, I'm just guessing.
21 And we had the phone company come out there, and he
22 said, "Well, it's just an old line. You're going to
23 have to replace the line."

24 And so as I said earlier, I had him come back. Or
25 I didn't tell you earlier. I had them come out, and the

1 individual that came out was Mike Elbers, and he walked
2 right over with his guider counter things, is what I
3 call them, and said, "Here's your problem right here."
4 He uncovered the ground right there, and what it was was
5 a splice from where the phone line had been cut or
6 connected years before that, and it was full of moisture
7 and that was causing the static. So that solved that
8 real severe problem with the static then at that phone
9 number. And then we've had problems intermittently
10 after that.

11 Q And you stated that sometimes a line goes out and then
12 comes back on?

13 A Right.

14 Q Can you give me an idea of how often that has occurred?

15 A The last three months, I would say it happened at least
16 once that we've caught. My dad caught that.

17 Q Can you tell whether any of these outages related to the
18 weather?

19 A If they're related to the weather?

20 Q Yeah.

21 A Yes, I think that has a lot to do with it.

22 Q And you said you had some 911 problems. When did those
23 911 problems occur approximately?

24 A Well, the one where they physically came out to our
25 place was this summer. And then one was on 2/11 of '98.

1 and I don't know when the other one was. I know there
2 was two of them at my dad's residence.

3 Q And did you contact US West about these problems, the
4 911 problem?

5 A I did on one occasion, I believe. I think that was
6 probably 2/11/98.

7 Q Did anybody come up with a reason why it occurred?

8 A Nobody told me anything.

9 Q And you said that you like to use the Internet. Can you
10 get the Internet at your house?

11 A I can get it, but it's slow. At least I think it's
12 slow.

13 Q And just to clarify something, you've got a separate
14 line to your residence, and was that on 11/05/97 for
15 what you paid \$2,500 -- or was it on 5/27/98?

16 A I think -- 11/05/97 I think was the hookup time. But
17 I'm not so sure that's the correct day. I'm more
18 inclined to think it was around 12/10 of '97. I'm not
19 sure. Let's see here. It was after October 31st of
20 '97. I'm sure of that. I know it took two or three
21 months, it seemed like, to get the phone put in because
22 I had to call the Public Utilities Commission to get
23 that done.

24 Q So it was in late '97 that you had your separate line
25 put in?

1 A Right.

2 Q And you started to have problems then on 10/05 of '98?

3 A Right.

4 Q That's when your problems started to occur?

5 A The order was dated October 8th of 1997 for installation
6 of my separate line, and I want to say it was right
7 before the first of the year before they finally got it
8 hooked up.

9 MS. WIEST: Okay. Thank you. Are there any other
10 questions of this witness?

11 MR. WELK: Just a quick one.

12 REDIRECT EXAMINATION BY MR. WELK:

13 Q Your daily commute to Deadwood, how far is that?

14 A It's 50 miles one way.

15 Q So you drive 100 miles every day?

16 A 100 miles round-trip.

17 MR. WELK: I have nothing further.

18 MR. HOSECK: Nothing further.

19 MS. WIEST: Thank you, Mr. Kieffer. Do you have
20 any other witnesses?

21 MR. KIEFFER: No.

22 MS. WIEST: Mr. Welk, do you have any witnesses?

23 MR. WELK: Yes, I do. I want to get an exhibit
24 that I would like to mark first. This is Exhibit 6.

25 (Exhibit Number 6 marked for identification.)

1 MR. WELK: Exhibit 6, for the record, is an order
2 of approving tariff provisions entered by the Commission
3 on December 22nd, 1993, and I move for the admission.
4 It is my understanding that is the order of this
5 Commission approving the tariff that's attached to our
6 Answer in this case. At least that's what I'm lead to
7 believe it is. I'd ask the Commission to take judicial
8 notice on Exhibit 6.

9 MS. WIEST: Is there any objection to the admission
10 of Exhibit 6?

11 MR. HOSECK: No. None at all.

12 MS. WIEST: If not, Exhibit 6 will be admitted.

13 MR. WELK: I would also like to reserve Exhibit
14 Number 7 and ask that the Commission take judicial
15 notice of all of its orders regarding any tariff
16 limitations as to any local exchange company that's
17 regulated by the Commission. So I would like to have
18 you just use your own records, and reserve that to put
19 together an exhibit and ask for you to take judicial
20 notice of any orders that the Commission has entered
21 approving the tariff limitations similar to the tariff
22 limitation that's attached to our Answer.

23 MS. WIEST: What orders would that be? Approving
24 whose?

25 MR. WELK: The Commission has approved various

1 tariff filings. For example, I saw one recently with
2 Black Hills Local Exchange where they had tariff
3 limitations. Limitations of liability would have been
4 filed with the Commission and getting certificates of
5 authority and other general exchange tariffs. I don't
6 know, counsel, how many of those are. I will assume the
7 responsibility, if there are such of those, that I ask
8 you to take judicial notice, and I would supplement the
9 record with whatever your records are.

10 MR. HOSECK: May I respond?

11 MS. WIEST: Okay.

12 MR. HOSECK: This is a typical US West tactic of
13 coming in and throwing everything but the bushel basket
14 into the record. If they can't come to this thing
15 prepared and know what they're going to put into the
16 record, I don't think it should be put in. And I'm
17 going to object on that basis that we don't even know
18 what we are talking about in these proceedings as to
19 what is to be included in the record. And I think it's
20 a vague proposal, and I don't think it's a proper thing
21 for the Commission to have before it.

22 MS. NELSON: Mr. Chairman, I have a question. I
23 guess my question is, did US West -- could they have
24 provided the information that they're now requesting our
25 staff to put together?

1 MS. WIEST: I don't think they're requesting our
2 staff to put it together, but they're asking to put it
3 in at a later time. Is that right?

4 MR. WELK: I'm asking whatever public records you
5 have available, that you take judicial notice of those
6 files and records that are in your office relative to
7 tariff limitations that have been approved.

8 MS. NELSON: I guess there's a difference in
9 interpretation here, because the message I'm hearing you
10 say is that you expect our staff to go through all the
11 records and find out what we're supposed to be taking
12 judicial notice of. I would have preferred personally
13 that you showed up with the stuff that you wanted me to
14 take judicial notice of, and in taking a look at it,
15 considered whether I would agree to do that.

16 MR. WELK: We would not ask your staff to do that.

17 MS. NELSON: So you're saying you're going to do it
18 later?

19 MR. WELK: I would ask you to reserve that number.
20 We wouldn't ask your staff to spend the time. If there
21 are those tariffs that are available that you have
22 entered as a Commission, I'm asking you that we will
23 reserve Number 7 to put those into the record and ask
24 you to take judicial notice of it. Because under SDCL
25 49-13-16, that if there is -- any order that you entered

1 is presumed valid. And if you entered orders approving
2 tariff limitations for other companies, which you have
3 done in this case, then I would ask you to take judicial
4 notice of that.

5 MS. NELSON: But I guess I still am a little
6 confused, because I'm confused about why you didn't do
7 that already.

8 MR. WELK: I don't know if there are any there.

9 MS. NELSON: But, I mean, isn't that your job? I'm
10 asking -- I don't know. I'm not being argumentative. I
11 mean, isn't it your responsibility that if you're going
12 to use it in a case, to prepare it? Or by now us saying
13 that we allow you to reserve this number, you have
14 additional time to go out and research this information
15 and then provide it to the Commission and ask us to
16 consider it?

17 MR. WELK: I'm asking you, before the record is
18 closed, to have the opportunity to provide those orders
19 to you so you don't have to look through your files.
20 That's what I'm asking.

21 MS. NELSON: But my question is, could you not have
22 done that prior to today?

23 MR. WELK: I believe we could have done that, but
24 I'm asking you to reserve the right as a due process to
25 us to put it in. I'm not asking you to do anything but

1 to go in your own office and put your records in.
2 That's all I'm asking you to take notice of.

3 MS. NELSON: But you'll notify us which ones those
4 are?

5 MR. WELK: Right. I would put them together,
6 Commissioner, and put it as Exhibit 7, and put it
7 together and put it in the record. I'm just asking that
8 Number 7 be reserved.

9 MS. NELSON: But you really could have done it
10 today? I guess the question is still the same.

11 MS. WIEST: I don't think that the Commission can
12 take judicial notice of something that you don't know if
13 they actually exist or not. I heard you say that you
14 can always try to file something as a late file
15 exhibit.

16 MR. WELK: I just ask that that number be
17 reserved.

18 MS. WIEST: We will reserve Number 7.

19 MR. WELK: We have a witness, Ed Peters.

20 EDWARD A. PETERS,
21 called as a witness, being first duly sworn, testified as
22 follows:

23 DIRECT EXAMINATION BY MR. WELK:

24 Q Would you please state your name?

25 A My name is Edward A. Peters.

1 Q Where do you live?

2 A I live in the city of Littleton, Colorado.

3 Q And by whom are you employed?

4 A US West.

5 Q What is your position today?

6 A I'm a manager in our technology, regulatory, and
7 interconnection planning group, and my responsibility is
8 to provide support to these kinds of activities and
9 service quality issues.

10 Q What is your background with US West, generally
11 speaking?

12 A I've worked for US West for 26 and a half years in
13 various engineering capacities, including outside
14 planning and engineering of people systems, carrier
15 systems, central office engineering for carrier systems,
16 and transmission equipment, and various administrative
17 functions within the engineering realm.

18 Q Do you have a formal engineering degree?

19 A Yes, I do. I have a general engineering degree from
20 Oregon State University.

21 Q Have you worked for US West both the inside and outside
22 plant?

23 A Yes, I have.

24 Q The central office, have you had positions in that area,
25 as well?

1 A Yes, I have in the area of transmission equipment and
2 generic.

3 Q And you're here today as a technical witness to help
4 describe the Kieffer system to the Commission?

5 A I am.

6 Q First of all, let's talk about what you did regarding
7 the Kieffer facilities. Have you driven the route of
8 the facilities that go to Mr. Kieffer's place?

9 A I have done that.

10 Q Have you reviewed the trouble reports?

11 A I have.

12 Q What other things have you done in connection with your
13 review of this system to assist the Commission?

14 A I have reviewed all of our plant facility records
15 between our central office and that portion of the
16 exchange where Mr. Kieffer lives. I have also met with
17 our manager of our repair group and also his technician
18 who handles that area, and we have driven the route
19 together, and we have talked about the status of the
20 plant out there, work that has been done over the last
21 18 months with relationship to trouble reports and
22 instances on that route.

23 Q Have you conducted any tests of the line?

24 A I have not personally.

25 Q But have tests been conducted?

1 A Yes. I have asked the local technicians to go out and
2 do some testing on this carrier system that serves
3 Mr. Kieffer.

4 Q And what testing was done so far?

5 A What they did was go through and look at each section of
6 the plant between the central office and the first
7 repeater and then between subsequent repeaters, and also
8 the in-section to identify whether the signal was coming
9 in and leaving repeaters at adequate levels.

10 Q When you use the word "plant," what do you mean?

11 A Plant is those physical facilities that it is used to
12 provide telephone service, so it would be made up of
13 cable which would be aerial, buried, or underground
14 cable, and also the related equipment like telephone
15 closures and that kind of stuff; and then also the
16 carrier system that is used to provide a signaling path
17 over the cable.

18 Q What type of carrier system exists on this facility?

19 A What we have serving a number of customers at the very
20 end of this route is Anaconda S6A carrier.

21 Q What does that mean in layman's terms?

22 A It is a carrier system that is capable through
23 electronic pass of providing seven individual services
24 over a single cable car.

25 Q What is a carrier system?

1 A It is a combination of electronics that we have at our
2 central office, electronics at the residence or close to
3 where the resident would live, and intermediate
4 electronics, which we call repeaters. Those three major
5 components together create electrical signals that will
6 ride over the cable and produce a separate talk path.

7 Q Is the cable part of the carrier system?

8 A Yes, it is.

9 Q So that's the entire plant?

10 A No. It actually would be cable pairs within that cable
11 itself.

12 Q And is part of the carrier system?

13 A Yes.

14 Q What about the larger cable, is that considered part of
15 the carrier system?

16 A Not generally.

17 Q As part of your preparation for this hearing, did you
18 try to lay out the path of the cable route to
19 Mr. Kieffer's residence?

20 A Yes. We had the technician superimpose a cable path
21 onto a map of Meade County that covers the area between
22 Sturgis and where Mr. Kieffer lives.

23 (Exhibit Number 8 marked for identification.)

24 Q I'm handing you what has been labeled as Exhibit 8.
25 What is Exhibit 8?

1 A Exhibit 8 is the map of Meade County where that portion
2 of our exchange goes from Sturgis to the east and
3 northeast out to the area where Mr. Kieffer lives.

4 Q There's some colored lines on here, a yellow line and a
5 green line. What do those stand for?

6 A The yellow line is the route that the main cable route
7 takes essentially along Highway 34, although it doesn't
8 follow 34 in it's entirety. And then there are some
9 side routes that we've indicated where we have cable
10 working to serve areas on the north side of Highway 34,
11 and I put that in because we do have an analog carrier
12 system up there. And then the green line is the cable
13 that comes in off of Highway 34 and goes down to where
14 Mr. Kieffer lives.

15 Q On Exhibit 8, there are various circled numbers that I
16 see, one through, I believe, ten. Are those on the
17 exhibit?

18 A Yes, they are.

19 Q And what do those numbers, one through ten, intend to
20 indicate?

21 A They indicate areas where we've had to do major work,
22 except for one of those is just to identify and marked
23 for our use.

24 Q And you've reviewed the history of the facilities, and
25 does each one of those numbers reflect an event or some

1 activity on the line?

2 A Yes, it does.

3 Q There's also some numbers, SYS 12, SYS 13, SYS 21. What
4 do those have reference to?

5 A SYS is an abbreviation for the word system. It refers
6 to S6A carrier systems that work out this way. The
7 numbers are just a sequential number that we use for
8 identification purposes and relate back to the central
9 office equipment that serves the residents in those
10 general areas.

11 Q And at the end of the green line, it looks like CUST
12 Kieffer. Is that where he's located?

13 A Yes.

14 MR. WELK: I would move for the admission of
15 Exhibit 8.

16 MS. WIEST: Any objection?

17 MR. HOSECK: No objection.

18 MS. WIEST: If not, it's been admitted.

19 Q Let's try to give the Commission a little bit of help on
20 what these facilities are. How far is it from the
21 central office in Sturgis out to Mr. Kieffer's place?

22 A Following the route of our cable, it is approximately 27
23 and a half miles.

24 Q And what significance can you see that distance from the
25 central office have as far as the signaling goes of the

1 messages that go back and forth of this place?

2 A That distance out is important because it impacts the
3 capability of providing services of various types to
4 residents living that far away from our central office.

5 Q How does the distance affect the signal?

6 A Do you mean generally?

7 Q Yes. Technical standpoint and carrier system that's
8 here.

9 A Okay. The distance as you go out further and further,
10 it impacts differences in the network that occurs and
11 can impact more radically the ability to provide quality
12 service out there.

13 Q How do you boost your signal to keep it stronger the
14 farther it goes away from the central office?

15 A On a carrier system, we have to put additional repeaters
16 in and bill repeaters all the way out to provide
17 service.

18 Q Why don't you tell us, generally, if we could dig up the
19 facilities from the central office to Mr. Kieffer's
20 place, what would it look like physically?

21 A What do the facilities look like today?

22 Q Yes.

23 A The facilities are basically buried cable going out
24 along the route indicated, and those cables are buried.
25 In some cases -- most cases they go along Highway 34.

1 Some days they deviate and go along some county roads,
2 and a few locations they go across open space to join
3 roads together. The buried cable going out to
4 Mr. Kieffer, as you go further and further out, the size
5 of the cable, the number of copper conductors in the
6 cable continually tapers because you have less and less
7 density out there. And on the out end of the cable, we
8 have added additional capacity by adding S6A Anaconda
9 carrier.

10 Q How does that add additional capacity?

11 A You get a multiplying effect of being able to have seven
12 single circuits over a single physical copper carrier.

13 Q The facilities that run from the central office to
14 Mr. Kieffer's place, were they all placed at the same
15 period of time?

16 A No, they weren't.

17 Q Generally speaking. I'm not asking for precise dates,
18 but just for the overall purposes, during what periods
19 of time were facilities placed out to Mr. Kieffer's
20 place?

21 A Doing a scan of the facility records, we have cables
22 that were placed from the late '60s through the '70s and
23 '80s.

24 Q Let's talk a little bit about the technical explanation
25 as to the events that you've got marked as one through

1 ten. Why don't you explain a little bit to the
2 Commission what those are intended to indicate.

3 A Okay. Each of these locations is something that has
4 happened in approximately the last eighteen months to
5 two years, which has affected the physical plant serving
6 this area of the exchange. And it has affected it in an
7 adverse way.

8 Q Let's go through them. What was number one, for
9 example?

10 A Number one is the area between our central office and
11 Fort Meade in the area that was referred to by the
12 technician as the "gap" where there was a mud slide.
13 And I think that that is still visible driving down the
14 road. That occurred in the winter of 1997. The county
15 and city, in repairing, cut our cable twice, creating
16 intermittent trouble in the cable that went through that
17 section. So anyone that had service further out from
18 the city from that gap area would have experienced
19 trouble over a two-week period until it was fully
20 repaired.

21 Q What about where you have number two circled?

22 A That was a case where we had a truck run over one of our
23 major junction points in October of this year. At the
24 same time that that happened, we had a major job going
25 to provide new facilities out to the high school area,

1 and we were in the middle of doing a lot of
2 rearrangements at that time, so it created a lot of
3 complication for us in trying to rebuild that major
4 junction point. And that also resulted in intermittent
5 trouble now because of the damage to the cable that was
6 done. We ended up replacing the section of cable, and
7 we had to rebuild that junction box.

8 Q What about where number three is circled on Exhibit A?

9 A That was a section where we had to replace 300 feet of
10 cable that we found was damaged and bad and was causing
11 trouble.

12 Q When was that replaced?

13 A Unfortunately the technician didn't put a date down on
14 that, so I don't know.

15 Q Was it in the last eighteen months?

16 A Yeah.

17 Q What about number four?

18 A That was another incident where a truck ran over a
19 terminal that occurred in mid 1997. That resulted in
20 trouble over a two-day period while we were waiting to
21 get a replacement piece of cable and materials we needed
22 to get the repairs done.

23 Q Why don't you just tell me quickly, take all of the
24 events five through ten, one at a time.

25 A Okay. Five was another bad section of cable that

1 occurred in the summer of 1996, and we replaced 800 feet
2 of cable to clear trouble reports that were occurring
3 because of that cable. Number six was a problem that
4 occurred because the county rerouted the road, and in
5 doing so, they cut our cable. We had to repair that
6 cable and keep it in service until the county finished
7 doing their work, and then we had to replace that
8 section of cable and reroute it to match the alignment
9 that the county had picked for the road, and that
10 occurred in the summer of 1997.

11 Q What about number seven?

12 A That is just an indication of where our remote power cut
13 is for our carrier systems.

14 Q That's not an event that occurred on the line?

15 A No.

16 Q What about eight?

17 A Number eight was another major junction point that we
18 ended up having to rebuild in the winter of 1997.

19 Q And number nine?

20 A Number nine is over the Belle River where the State
21 rebuilt the bridge. In doing so, they asked us to
22 reroute our cable on a temporary basis, and we did so.
23 And where they had it placed, they ended up cutting it
24 three to four times during the time they were working on
25 that earlier this year, and so that created quite a bit

1 of serious problems for us in that area.

2 Q What about number ten?

3 A Number ten is an indication of the carrier system
4 location that serves Mr. Kieffer. And I believe
5 actually the ten should be marked over on the green
6 line, and not where it is right now.

7 Q And that's not an event that occurred on the line, just
8 another location?

9 A Yes.

10 Q All right. Now, obviously Mr. Kieffer's out on the end
11 of the line, and these occurrences that you described,
12 how do they affect the service he receives out there
13 when these cut cables occur?

14 A Anything that happens between the central office and any
15 resident or any customer that we serve, their service is
16 going to be affected if a cable is cut or if we have
17 intermittent trouble because of damage to the cable that
18 is more of a slow deterioration. Obviously someone
19 who's closed in is going to have less exposure because
20 their plant section is shorter. Someone living 27 and a
21 half miles from the central office has more opportunity
22 to have their line damaged through occurrences that
23 US West can't control, such as cable cuts, closures
24 being run over, damage because of the weather,
25 lightening, that kind of stuff.

1 Q What happens, for example, if somebody runs over a
2 closure with a truck? Are those reported typically?

3 A They're not generally reported by the person that runs
4 them over. My experience has been that most people who
5 commit damage to someone else's property, if given the
6 opportunity would rather not have to pay for repairing
7 it, so they simply don't call it in and say, you know,
8 "Hey, US West, I just ran over your closure." We find
9 it out either because of our technicians observing it or
10 because we received trouble reports, and in trying to
11 repair the trouble, we trace the trouble down to that
12 location.

13 Q Have there been any lightening strikes in this system?

14 A Yes. My understanding is that this area has severe
15 lightening problems.

16 Q Have there been reported outages of this system that
17 serves Mr. Kieffer for lightening?

18 A There has been outages that we believe are lightening
19 related, because the type of trouble and the symptoms
20 associated with it is consistent with the trouble that
21 we get when lightening hits the system.

22 Q What is the effect on the system when the lightening
23 hits?

24 A Lightening can cause a variety of problems. Many of
25 them are not readily apparent. Some of them are. For

1 instance, electrical surges caused by lightening strikes
2 can damage the electronic equipment. It can damage the
3 plug-ins, what we call plug-ins, which is circuit
4 packs. At the subscriber end, it can damage the circuit
5 packs at the repeaters. Generally it doesn't damage the
6 central office equipment because of the supreme
7 grounding network that we have at our central offices,
8 but anything out in the field where lightening can hit,
9 it can damage those circuit packs.

10 Q What about other cable cuts not related to a closure?
11 What if that happens and they're not reported?

12 A If a cable is cut, which can happen either because of
13 other construction work that is being done, backhoes and
14 that kind of stuff, or it can happen because somebody is
15 simply replacing a fence post or something like that and
16 they dig into the ground. It depends on how severe the
17 cut is. In some cases, the cut would completely sever
18 the cable, and that would be a general outage for an
19 area that would become readily apparent.

20 And in other cases, the damage may only damage the
21 sheath of the cable, and the person actually doing it
22 may not even be aware of it. But what that allows is
23 the moisture protection that we have in that sheath is
24 now violated, and moisture will start to seep into the
25 cable. And it can run for great lengths within the

1 cable. And over a period of time as it sets in the
2 cable, it starts to deteriorate the installation and we
3 start having intermittent trouble on the lines.

4 Q Let's talk a little bit -- Mr. Kieffer brought this up
5 about what happened in regard to his furnishing of the
6 instruction that I believe is attached to his claim in
7 this action. Why don't you tell the Commission -- do
8 you want to see that? I'm showing him what has been
9 attached to the Complaint as the "Excess Construction
10 And Custom Work Billing Service Agreement" dated October
11 8th, 1997. Why don't you just explain to the Commission
12 what was done.

13 A Do you want to the know the history of this particular
14 line, or what these charges represent?

15 Q Let's do both. The history of the line and what the
16 charges represent.

17 A The history of the line, as I understand having talked
18 to the US West technician serving in the area, and based
19 on my own observations when I drove out there, is that
20 when you drive down County Road 13-S, the road appears
21 to dead-in the property where Mr. Kieffer and his father
22 live. It's a dirt road. It's not improved. And at the
23 end of the road, two driveways take off. One goes right
24 up to an older frame house there, which I assume is his
25 father's home, and another one goes out to the left.

1 The driveway goes off to the left about a mile down to
2 where the mobile home is that Mr. Kieffer lives in.

3 Prior to Mr. Kieffer asking for service, it's my
4 understanding that we had a single line that ran about
5 two and a half miles down to that junction point from
6 the end of our cable to the junction point where the two
7 driveways split. Had Mr. Kieffer's father -- I haven't
8 measured it, but my best guess is probably another half
9 mile beyond that point is where his house is. My
10 understanding is that the history is that Mr. Kieffer
11 requested phone service. The State requires us to
12 charge 24 cents a foot on a line extension basis for new
13 services that are beyond a half mile. Rather than do
14 that, we oftentimes will provide the materials if the
15 person requesting service would like to provide the
16 trench. In other words, if they do the work of placing
17 the line, we will provide them the material.

18 Now, we did that in this case, with the
19 understanding that the line that had been used for the
20 main house was going to be disconnected and would no
21 longer be in use, and that line which then goes two and
22 a half miles back to our cable plant would be used for
23 the new residence. So, in effect, it was swinging one
24 service from the old established house on the property
25 over to the new mobile home house, and we were going to

1 use the same main line.

2 Now, I don't know all of the particulars of how
3 everything happened, but eventually it turned out that
4 rather than wanting that line swung over, they wanted
5 both lines to work, one at the old house and one at the
6 new house, because there was no -- it was just a single
7 line going up to the house, line extension applied. And
8 so US West filled out this form which is called "Excess
9 Construction And Custom Work Billing Service Agreement,"
10 specifying that the total wire length would be 12,550,
11 one half mile would be provided free. And we subtracted
12 that from the distance, leaving a line extension
13 distance of 9,910 feet, and at the stated rate that
14 we're required to charge of 24 cents, that charge came
15 out to \$2,378.40. That is not what it cost us to
16 provide the service, though.

17 Q What was the cost to provide the service?

18 A The engineer who drew up this job had to prepare a
19 document based on our average placing costs out there,
20 and it was estimated that it would cost us \$13,932 in
21 gross additions, and another \$261 in expense. Those are
22 accounting classifications. So \$14,193 total.

23 Q That's what US West paid for?

24 A That is what we estimated, which would have been a
25 little over a dollar a foot. And my experience has been

that with material and replacing that, it is a very conservative figure.

Q How many people are on the end of a line where he's at?

A This additional line -- I suppose we may have cut his father over to this six pair drop as well, so there would be him and his father to Mr. Kieffer's.

Q Have you looked at the facility records of what US West has put in the Sturgis Exchange?

A Yes, I have.

Q And would you tell the Commission approximately how much money you put in recently in the time frame?

A At the time that we looked at this, which is 1998 year to date, and it does not include the last month or the last month of the year of December, we have replaced 500 or we spent \$519,000 in improving our outside plant, and we have spent a total of \$547,000 in the Sturgis Exchange.

Q What was that money used for?

A That would be used for a variety of requirements. It is to replace facilities, augment of facilities, generally trying to improve the quality of the telephone service in the Sturgis Exchange, as well as extending facilities to new customers that would need service.

Q So this year in '98 and up to the last month, US West has spent over a half a million dollars in the Sturgis

Exchange?

A That's correct.

Q Let's talk a little bit about the testing that you had done on this line that you asked to be done. Why don't you explain what was done in testing Mr. Kieffer's line.

A What we actually did was go back and look at all of the carrier backbone lines. Those cable pairs riding on the cable that goes out Highway 34 which support the various carrier systems that we have working, and as indicated here, we have system numbers 12, 13, 20 -- 19, 20, 21, 22 working at the out end of this exchange route, again, in the area of approximately 18 to 28 miles from the central office.

What we found when we started doing an in-depth look at the signal strength coming in from our repeaters, and we have four repeaters on this route, is that the section from the central office to repeater number one was reading about six or seven db less than what was optimum. Between repeater number one and number two, it was reading about ten or 11 db less than what was optimum. Between repeater two and three, it was just -- it was within the optimum range, although at the very edge of it. Between repeater 3 and 4, it was about seven or eight db less than what is optimum. And

each system has slightly different readings, but it's approximately that for each of the systems.

Q You said, "within optimum." What do you mean?

A There is a design criteria that we design the carrier systems for, and when we look at what the signal levels should be coming into the repeater where it would be bolstered or strengthened so it can go back out onto the cable to the customer, we find that the signal is not as strong as we would like it to be.

Q Is it within an acceptable range, but not as strong as you want it?

MR. HOSECK: Objection. There's no definition here as to what acceptable is.

Q Let's talk about that. I think that's a good point. Why don't we talk about that.

A Okay. For an analog carrier, we would like the signal to come in to the repeater at a minus 35 db.

Q What's a db?

A It's a unit of measurement.

Q Now, do you want -- are you saying that that's what you want it to come in precisely on that or is there a range of a plus or minus?

A It's 35 plus or minus the two. So anything from 33, 37 is considered acceptable.

Q Were the readings acceptable on the system out there?

1 A No, they were not.

2 Q Were there just portions of them that were acceptable,
3 or was it all acceptable?

4 A No. We find that all of the carrier systems have
5 degraded to the point where they're outside the range.

6 Q Outside of the plus or two?

7 A Outside of the 35 plus or minus two db.

8 Q And how far out do you believe they are?

9 A They are -- like I said a few minutes ago, they are in
10 the neighborhood of seven to eleven db less. They are
11 in the 41 to 46 db range.

12 Q Why don't you tell us -- at least some of us aren't as
13 technical as you. What is the db? Is it a measurement
14 as to sound or quality or speed? What is it?

15 A It's a measurement of the signal strength itself.

16 Q So the higher the number, the stronger the signal?

17 A These are a minus number. So the higher the number, the
18 lower the signal.

19 Q And you did these tests recently?

20 A The technician did those tests last Friday.

21 Q All right. And in performing these tests, how do you
22 conduct them?

23 A There is electronic test equipment that they would use,
24 and they would go in and look at the signal coming in on
25 the central opposite side of the repeater to see what

1 the signal level is coming into the repeater, and then
2 after the signal has been repeatered or strengthened, we
3 check it immediately coming out of the repeater to see
4 what the signal level is.

5 Q Do you do tests on both the cable and carrier systems?

6 A At this particular time, we were trying to get a general
7 indication as to what the quality of the carrier was,
8 and so we were testing for carrier signal only.

9 Q But there are tests that you can do just for the cable?

10 A Yes.

11 Q Would you -- were these what you call full blown tests
12 or preliminary tests on the line that you did last week?

13 A They were strictly preliminary.

14 Q Okay. From these tests, can you tell what can be done
15 to the line to strengthen the signal?

16 A Well, the first indication is that there is something
17 wrong that needs to be improved. We don't know what is
18 wrong. When these systems were designed, these
19 locations were correct. Something has happened in the
20 intervening time to cause the signal to deteriorate.
21 Many things can affect that. Cable troubles that we've
22 experienced, such as the ones that I've talked about
23 today, can alter the electrical characteristic of the
24 route. If there are additional sections of cable that
25 may not be up to performance standards, that could also

1 cause the signals to be coming in lower. Without doing
2 a more exhaustive in-depth analysis of both the cable
3 and the carrier, we would not know today what is the
4 best remedy to correct this problem.

5 Q Are you comfortable with the signal strength that's in
6 the system today?

7 A No, I'm not.

8 Q What is your commitment from US West to deliver service
9 to Mr. Kieffer?

10 A US West has a commitment to all of our customers that we
11 will provide voice grade service that's within the 500
12 to 3,000 Hertz range, and that it will be reliable.

13 Q What do you need -- do you need to do more testing on
14 this?

15 A Yes. For us to really know what is the best way to
16 improve service to Mr. Kieffer as well as other
17 customers on this route, we would need to do more
18 extensive testing.

19 Q And what other types of tests would you do?

20 A Cable performance testing on the physical cable itself.
21 And we would do that in sections to identify whether
22 each section of cable is up to designing criteria, and
23 to the extent we find that there are sections that are
24 not, that we would be doing more detailed tests to
25 isolate the problem to see if it's a bad junction point.

1 splice, if you will, or whether it's a piece of cable
2 that was bad, and for some given length that would have
3 to be replaced.

4 Q And you also have to check the electronics and do a
5 separate test?

6 A Yes. We would go through and we would first want to do
7 the cable test and get the cable -- make sure the cable
8 facility itself is sufficient to support the carrier.
9 Then once we've done that, then we would be analyzing
10 the carrier and determining whether or not any repairs,
11 if any are warranted on the cable, has now brought the
12 signals up to where they should be for the repeater in
13 that location. And if we find that that is not
14 acceptable even with the cable repairs, then we would be
15 looking at relocating these repeaters.

16 Q How long will these tests take to do?

17 A That is, you know, somewhat a function of getting the
18 people to do it and other competing work. Obviously if
19 we had other repair problems like cut cables and that
20 stuff, they may have to be pulled off to do that. But
21 generally, I would say if after the holidays are over
22 and everything, we could probably have all of the tests
23 done and understand what the needs are for this route in
24 about 60 days.

25 Q So are you willing to -- and these would be performance

1 tests of both the cable and electronics?

2 A Yes.

3 Q And you would be willing to share those with the
4 Commission and Mr. Kieffer as to what the results of
5 those tests are?

6 A We would.

7 Q And after you looked at the test, what would be the next
8 thing you would be doing?

9 A At that point we would make an assessment as to what
10 work needs to be done. And to the extent that there is
11 facility problems that need to be fixed, such as bad
12 sections of cable or terminals that need to be replaced
13 or splices that need to be redone or electronics that
14 need to be replaced or repaired, we would map out a
15 strategy on how we would do that and go through the
16 route and make those repairs.

17 Q I know you haven't engineered all of the cost, but what
18 if you just replace the entire system for the control
19 office? What level of magnitude are we talking about?

20 A Are we talking about just replacing electronics, or
21 replacing all of the underlying cable plant?

22 Q Let's talk about the entire system and then talk about
23 the facets of it.

24 A Well, the cables themselves that serve this area, you've
25 got -- I mean, just on a direction shot, you've got 37

1 plus miles just to get to Mr. Kieffer's. When you start
2 adding in all of the side legs and everything, you're
3 talking about -- I couldn't even imagine, but maybe --
4 you know, maybe 70 miles of cable that would have to be
5 replaced. All I can say is replacing just what we have
6 here with light kind of equipment, size cables, gauges,
7 all of that, you're into many millions of dollars.

8 Q Is that prudent from an engineering standpoint?

9 A No.

10 Q So what is a prudent engineering practice when you
11 detected the signal the way it is now, other than going
12 back and doing the testing?

13 MR. HOSECK: Excuse me. I'm going to object. The
14 word "prudent" has not been defined by any standard.

15 Q Within your profession as an engineer, what is the way
16 you would approach this?

17 A Well, from a professional standpoint, a prudent
18 engineering design would be one that combines the most
19 favorable outcome with the least cost. And so we would
20 be looking to go through and identify which sections of
21 the facility, both cable and carrier, does not meet
22 standards, and either improving those so they do meet
23 the standards, or replacing them based on what is the
24 most economical thing to do.

25 Q And in your opinion, what effect has it been on all of

1 the facility plants of these various events that you
2 described that had nothing to with Mr. Kieffer or their
3 external causes?

4 A I'm sorry. Could you restate that?

5 Q In your opinion, are those events you described earlier,
6 have they affected the quality of the system that's out
7 there?

8 A Yes. Normally any outside plant facility used by a
9 telecommunications provider goes through cycles. If you
10 have something like a truck run over a telephone
11 closure, or if you have someone cut a cable, those
12 events, if unknown by the telephone company, is going to
13 introduce trouble into the network when you go out and
14 repair those and prove the quality of service. So you
15 go through cycles where service might degrade to a point
16 until you can identify what is causing that degradation,
17 and then you replace the cable, replace the facility, or
18 repair it, and then that improves the quality of service
19 again. And I might add that the type of events that
20 have taken place on this route is very typical of the
21 things that we experience from trying to maintain
22 service.

23 MR. WELK: I believe that's all the questions I
24 have.

25 MS. WIEST: We'll take a ten minute break.

1 (A recess was taken from 10:52 a.m. to 11:01 a.m.)

2 MS. WIEST: I think we can go back on the record.
3 You were done questioning?

4 MR. WELK: Yes.

5 MS. WIEST: Mr. Kieffer, did you have any questions
6 of this witness?

7 MR. KIEFFER: Yes.

8 EXAMINATION BY MR. KIEFFER:

9 Q I would like to know if you know exactly where the phone
10 line junctions off from my dad's place down to my
11 place? If you could actually describe the location of
12 where that phone line is at.

13 A When I dove out there last week, my recollection is that
14 as you go -- I believe that it's south you make a
15 90-degree turn going east, and it seems like there were
16 a couple of silo type structures, and it seemed like
17 there was a telephone -- little wire closure at that
18 point, and I would assume that that's where they split.

19 Q Okay. Where does it go from there? Does it go across
20 the field or does it go up along the road and down?

21 A Since you placed that line to your place, I don't know.

22 Q So, in other words, US West does not have an idea at all
23 where that line is?

24 A I can't speak for all of us at US West. I personally
25 don't know.

1 Q It's not mapped?

2 A I don't believe those kinds of lines are mapped.

3 MR. KIEFFER: Okay. No more questions.

4 MS. WIEST: Mr. Hoseck?

5 MR. HOSECK: Yes. Thank you.

6 CROSS-EXAMINATION BY MR. HOSECK:

7 Q Mr. Peters, on this line going up from the Sturgis
8 central office to Mr. Kieffer's property, how many
9 customers are served on that?

10 A I have not done a count on the entire route from the
11 central office up.

12 Q Do you know how many lines there are going out?

13 A Let me do a quick look at my facility maps, which I
14 don't have all the way to the central office, but at
15 some point further out -- and I'm afraid I can't give
16 you an exact location, but it would be out east on the
17 highway, and then we taper down to about 200, it looks
18 like. Closer to the central office, we have 600 people
19 on that cross section.

20 Q Okay. And are all of lines -- do your diagrams show
21 whether all of the lines are in use all the way up to
22 Mr. Kieffer's property?

23 A No. This is a cable facility record which only keeps
24 track of what plant we actually have, which cables, or
25 size gauge, and that kind of stuff.

1 Q Do you have that kind of information otherwise?

2 A The company would have that. I don't have that with me.

3 Q With regard to this business of Caller ID, why is it not
4 possible for Mr. Kieffer to have Caller ID?

5 A Because he is so far away from the central office that
6 even on a straight copper repair he would not be able to
7 get that feature on his service. And on an analog
8 carrier system, he can't get it because that type of
9 carrier does not support it.

10 Q Okay. And with regard -- have you seen Exhibit 3?

11 A I looked at it, yes. I don't have a copy of it.

12 Q Let me just give you a copy of it. There's a couple
13 sets of dates at the top part of the first page of
14 Exhibit 3. Are you in any way disputing that those were
15 points in time when Mr. Kieffer either called US West
16 with a problem or had an outage?

17 A I don't dispute that he called US West, but I think from
18 his own testimony, it wasn't necessarily service
19 affecting questions he was calling about. Some of these
20 dates, as I recall his testimony, was to find out why he
21 couldn't get Caller ID; and there may have been other
22 questions about the services that were available out
23 there.

24 Q Okay. I thank you for answering that question. With
25 regard to cable cuts, and you talked about a

1 construction project that was located near Mr. Kieffer
2 with regard to a bridge on the state highway, I
3 believe. What is the standard procedure in a
4 construction zone? In other words, is there any
5 heightened level of attention feed to those zones by
6 US West when you know that there's earth moving going
7 on?

8 A Normally in a road construction project, whether it's
9 state highway, whether it's county or city, we normally
10 coordinate our efforts on having our facilities
11 located. The government agency that would be
12 responsible for doing that work would normally lay out a
13 safe location of where we could place a temporary
14 facility, which is my indication of what happened in
15 this project. We did that. We went out and spliced an
16 extra length of cable, routed it over to the area that
17 the State indicated we should put it in, and it was
18 after we did that that the State still hit and cut our
19 cable several times, even though they had indicated that
20 that was not inside the construction area.

21 Q Is it typical under those circumstances that you monitor
22 the situation a little more closely?

23 A I don't know that I can answer what's typical on that.
24 I think every situation is unique to itself.

25 Q And is a certain amount of Mr. Kieffer's problem here

1 attributable to the work stoppage that US West had
2 experienced this last summer?

3 A I think it was attributable from the standpoint that we
4 were not in a normal mode of operation. We had managers
5 who were kind of backfill in for the union workers who
6 had elected not to work, and many of those managers were
7 new to this. I'm talking about region wide, many of
8 those managers would be new to both the type of work
9 that they were doing and the location that they were
10 working in.

11 I think up here, many of the managers that
12 supervise those technicians were still working in this
13 area that we had substantially less total people trying
14 to carry the work load for this area, and I think I
15 would also add that as far as central -- excuse me,
16 central locations where trouble reports would come in
17 and that kind of thing, that would probably be managers
18 who did not normally do that type of work.

19 Q But if I am understanding -- let me ask the question
20 this way. Just because there's a work stoppage, that
21 does not absolve US West of an obligation to provide
22 service to its customers, does it?

23 A I don't know what the legal requirements are.

24 Q Okay. With regard to the Internet that Mr. Kieffer has
25 indicated an interest in using, with what he has there

1 right now and the problems that he has with slowness on
2 the Internet, would that slowness be attributable to the
3 characteristics that your tests have demonstrated that
4 this system has?

5 A The test results could be a factor, but understand that
6 US West does not guarantee Internet access over a voice
7 period of service. Customers may like to use their
8 voice grade line to access the Internet or to use it for
9 data services, but we do not guarantee that level of
10 service.

11 Q In your Exhibit 8, there are, if I counted right, ten
12 instances of things happening on that cable. And I'm
13 just wondering, based upon your experience, do you find
14 that an unusual number of instances of damage occurring
15 in that length of line?

16 A I don't think that probably is unusual, given the
17 extreme distance for this route, and given the fact that
18 it was over an eighteen month, two-year period. And, in
19 fact, I would say that there's the ones that could be
20 recalled by the technician who was putting this together
21 for me, and there may be others, as well.

22 Q And you testified a little bit about lightning. Has
23 this area been more prone to lightning than any other
24 parts of your system?

25 A I don't know that I can answer that from my personal

1 knowledge since I don't live in this area and I'm not
2 familiar with how many strikes you get per, you know,
3 month or year. I do know that Colorado is reputed to
4 have more lightning strikes than any other state in the
5 union. So I would assume our network in Colorado would
6 probably have more per average hits of lightning than up
7 here. But this may be a close second. I just don't
8 know.

9 Q And just a couple quick questions on dollars that you
10 testified to as the amount put into the Sturgis Exchange
11 in the last year, as I understood, somewhere slightly
12 above a half million dollars. That is the entire
13 Sturgis Exchange, if I'm understanding that correctly?
14 Or would that be just this segment of the exchange that
15 runs between the central office and Mr. Kieffer's
16 property?

17 A No. That would be the total outside plant and central
18 office network dollars that was spent for capital and
19 expense for the exchange as a whole.

20 Q Okay.

21 A It would not include other costs that the company might
22 have incurred in providing service to this exchange.
23 I'll try to listen to the questions this direction and
24 direct my answers this direction.

25 Q So if I understand your proposal, you're talking about

1 going out and doing another 60 days worth of much more
2 finite testing, is that correct?

3 A Yes. And I don't want to mislead you in saying that
4 this would be a continuous 60-day period of testing. We
5 would need time to take the results, analyze them, write
6 them up, and come up with the recommendations. So part
7 of the time would be used for that, as well.

8 Q Do you have any estimate on the time it would take to
9 actually remedy the situation?

10 A That is a difficult question from the standpoint that
11 until we do the testing, we don't know what the remedy
12 is. So we don't know how extensive it is.
13 Theoretically, you know, if all of our cable plant is in
14 perfect condition, it's meeting all of the performance
15 standards that we have for the various types of plant.
16 Then what we would be looking at is respacing the
17 repeaters, and that would be much less work than if we
18 have to go through and have many miles of cable or
19 replacement miles of cable.

20 MR. HOSECK: I don't think I have any further
21 questions.

22 MS. WIEST: Commissioners?

23 MR. BURG: I have a couple.

24 EXAMINATION BY MR. BURG:

25 Q Did you ever ascertain what the cause of Mr. Kieffer's

1 outages was on that 8/17 to 8/23/98?

2 A I don't know how they resolved that. I do not have that
3 in our official report that I pulled from our center
4 with the history of the trouble reports. So I suspect
5 that that may have been something that perhaps
6 Mr. Kieffer dealt directly with the local technician on,
7 or for some reason, it's not in our record and we would
8 not know then either were there other customers on that
9 route that were also out at this time, or whether it was
10 just Mr. Kieffer. I'm not aware of anyone else being
11 out at that time, but I don't have a record that I can
12 point to and say they weren't.

13 Q You gave a chronological explanation of the circle of
14 events on your map. Did you or anybody else check to
15 see if these dates coincide with any of the dates where
16 Mr. Kieffer called in that are listed on Exhibit 3?

17 A I haven't, because until today, I did not see Exhibit 3,
18 and I did not have those dates. And most of those dates
19 that he has on his Exhibit 3 does not show up in our
20 history of the trouble reports.

21 Q Okay. Would the system improvement you have indicated
22 make it possible to get Caller ID? You may have already
23 at least partially answered that. You do not engineer
24 to a level to provide Caller ID over voice grade?

25 A Right. Given the distance that Mr. Kieffer is from our

1 central office, without a major redesign of the entire
2 route, we cannot provide that kind of service out that
3 direction.

4 Q Do you know if US West has offered any settlement to
5 Mr. Kieffer before we came to this hearing?

6 A I have not been privy to any discussions that have taken
7 place between Mr. Kieffer and other entities in
8 US West.

9 MR. BURG: I guess I would ask counsel -- US West
10 counsel the question I asked about the company's version
11 of what the outages are caused by, and also any of the
12 coordination of those dates. Is there anybody that can
13 answer that question? You indicated to me --

14 MR. WELK: The trouble reports?

15 MR. BURG: Something. Whoever can answer that
16 question. Yeah, the trouble reports.

17 MR. WELK: He's got the trouble reports with him,
18 don't you?

19 MR. PETERS: I have what's on our official record.
20 There may have been other trouble reports that local
21 people may be aware of that's not on this record, and I
22 apologize for not having that with me. Because this
23 schedule came up fairly short noticed, I haven't had a
24 chance to research.

25 MR. WELK: Do you want us to check on it,

1 Mr. Chairman?

2 MR. BURG: Right. I know you didn't have this
3 before today either. What I would like to know is,
4 would the company records show what these contact dates
5 were for?

6 MR. WELK: Obviously I don't make the record. I'll
7 ask Colleen.

8 MS. SEVOLD: They should, I would say.

9 MR. BURG: I would like to know what those contacts
10 were for to a general nature. Also, the reasons for the
11 outage on that date and how many people are included in
12 the outage. I'm also somewhat interested in how many
13 other people had outages on these routes, because we've
14 gotten into the whole route discussion based on the
15 dependency of that route, and how many other complaints,
16 either the company's received or the PUC received.

17 MR. WELK: What period of time? I just want a
18 better understanding.

19 MR. BURG: I would say for the same periods as what
20 you've listed here, because I think that puts in
21 perspective what I'm looking for.

22 MR. WELK: He goes back to 12/31/96, and it goes
23 all the way up to December 10th, '98.

24 MR. BURG: Okay. I guess I'm looking -- mostly
25 what I'm looking for is what would tell me the condition

1 of the system was for the time that he's basically
2 complaining of.

3 MR. WELK: Was that May of '98? Was that what I
4 heard? Was that the time or was it from May of '98?

5 MS. WIEST: That was for his phone.

6 MR. PETERS: I have a record here that is supposed
7 to cover all of the trouble records for the customers
8 working on the carrier systems from December 1st, 1997
9 through 11/30/98.

10 MR. BURG: I think that would be adequate.

11 MR. WELK: Is that something that only you can
12 read? I get these reports and I can't read them
13 either. We don't want to give a piece of paper we can't
14 read.

15 MR. PETERS: That's part of the problem. Each of
16 these trouble reports indicates a very short narrative
17 as to what they did to clear it. I would have to
18 probably sit down with someone and show them how to read
19 this report though so you can equate the carrier system
20 to a phone number.

21 MR. BURG: What I'm really looking for is --
22 because you brought in the condition of the entire
23 system from Sturgis to this particular customer. So
24 what I'm trying -- since you brought that in as part of
25 our entire discussion, I am trying to get a perspective

1 on what the trouble reports have been for that entire
2 system and the time frame that we're talking about. And
3 I think what you've indicated there is probably an
4 adequate time frame.

5 MR. WELK: I would just ask the witness, are there
6 more reports to answer the chairman other than what you
7 have in hand? If not, we'll mark that as an exhibit. I
8 think he's asking are there any more, right?

9 MR. BURG: Right.

10 MR. PETERS: I would have to say that since this
11 came out of our central report system, this is all that
12 we have in that report system, and anything else that is
13 believed to be a trouble report that's not on here we
14 would have to get from another source, which would have
15 to be personal knowledge of someone in this area.

16 MR. BURG: I guess I would ask you to see if there
17 is any other.

18 MR. WELK: Do you want us to mark that as an
19 exhibit right now?

20 MR. BURG: That would be fine. The other question
21 is, I do believe that you are notified any time we get a
22 complaint, is that correct?

23 MS. SEVOLD: Our Denver office is.

24 MR. BURG: What I'm also interested in is how many
25 of these ended up in a complaint to the Commission?

1 Now, we can probably get that as well, but I would also
2 like to know what your knowledge is of complaints that
3 came to the Commission in the same time frame.

4 MR. WELK: In that time frame, we'll print a runoff
5 of that report. Is that 1/1 '98? You said December of
6 '97?

7 MR. PETERS: This report covers December 1st, '97
8 through November 30th, 1998, and it shows --

9 MR. WELK: I want to make sure we're all looking
10 for the same thing.

11 MR. BURG: What I would like is -- that's adequate
12 for me to get the indication I want on the system, but I
13 would like to know the nature of each one of the listed
14 complaints of Mr. Kieffer as to your records, if that
15 can be found.

16 MR. PETERS: I'm wondering if we could be more
17 helpful in giving a better answer if we knew each day
18 whether that was a call that was made to have an inquiry
19 about the type of service or something else, or whether
20 it was related to an out-of-service condition.

21 MR. BURG: See, that's what I'm trying to find
22 out. That isn't indicated here, and I'm not sure
23 that Mr. Kieffer can do as accurately as what -- I would
24 think the company should have something for it. I know
25 that Colleen hasn't been sworn in. Can she talk?

MS. WIEST: She's not supposed to.

MR. WELK: If you want to swear her in.

MR. BURG: Let's finish with him. I'm leaving it to your judgment because it's your witness. But if she could clarify some things, it might shorten the time.

MS. WIEST: Any other questions of this witness?

MR. BURG: No.

MS. NELSON: I have a couple.

EXAMINATION BY MS. NELSON:

Q You talked about lightning being a problem in the area. Is there anything you can put on your system that would protect it from lightning?

A We routinely design all of our cable plants to mitigate the effects of lightning by grounding the network to ground so that it will drain off the current. That is not always 100 percent effective. For instance, electronics can be very sensitive to power surges, which could be due to electrical lines coming into contact with our lines or lightning causing electrical surge on the lines. So, yes, we do to the best that we can do it.

Q But is there anything else -- is there anything else that you can do -- anything else additional to the system that you can do? Like do you do anything different in Colorado because they have more lightning

1 that you could you do in South Dakota that would help?

2 A I'm not aware of anything.

3 Q So there isn't anything else to do to your lines -- or

4 you could do to your lines that would give them more

5 lightning protection?

6 A Not that I'm aware of.

7 Q Okay. You talked about how much it would cost if you

8 replaced the whole system, but if you replace the whole

9 system -- but if you replace the whole system, it

10 wouldn't only be Kieffer that would benefit, right?

11 A When you talk about the whole system, are you talking

12 about our total plant from the central office out to

13 Kieffer and all the customers?

14 Q Is that what you were talking about when you talked

15 about that?

16 A Yes. That's what I asked Mr. Welks, and he said,

17 hypothetically, if you had to replace the whole thing,

18 yes.

19 Q So would you say that if Mr. Kieffer can't get like

20 Caller ID, are there other class services that he also

21 can't get besides Caller ID?

22 A That's correct. Class services as a whole would not be

23 provided this far out on all copper plants.

24 Q So does that mean like he can't get call waiting, call

25 forwarding, voice messaging, any of those?

1 A I have to be careful in answering that. It seems to me,
2 since those are -- I'm going to have to say I don't
3 know.

4 MS. NELSON: I guess, Mr. Welk, are you going to
5 call other witnesses that might have an answer to that?

6 MR. WELK: I think either John or Colleen would
7 know the answer to your question. I'll call whoever you
8 want to answer your question.

9 MS. NELSON: I just want to know.

10 A If I can volunteer, we would like to make sure you have
11 answers to your questions, so if need be, we can get
12 that back to you later.

13 Q (BY MS. NELSON) So we talked about like maybe on the
14 Kieffer system that we were talking about, can other
15 people besides Mr. Kieffer not get these services
16 either?

17 A The best of my knowledge is that people as far out as
18 Mr. Kieffer would not be able to get any of the class
19 services. I would like to verify that, but it's my
20 belief that that's true.

21 Q I'm trying to figure out how many people besides
22 Mr. Kieffer can't get these services and how many
23 customers we are talking about; and I think you said
24 earlier you don't know how many customers there are?

25 A I don't know on the entire route. I can give you an

1 indication that probably out in the area where he lives
2 off of Highway 34 on 13-S, I believe there may be as
3 many as seven customers.

4 MR. PETERS: You don't think there's that many
5 there?

6 MR. KIEFFER: No.

7 MR. PETERS: Mr. Kieffer thinks it's less than
8 that.

9 MR. KIEFFER: There's Leo Weyrich, Bruce Weyrich,
10 Bob Weyrich -- Robert Weyrich is his name, myself and my
11 dad on that line. So there would be five customers in
12 that area further out from where 13-S takes on Highway
13 34 going east. There may be as many as another seven or
14 eight customers further down Highway 34. Those would
15 not be on the same carrier system that he's on, but what
16 we call the east Sturgis route and they would still be
17 on that route. But that's everything from the central
18 office going east.

19 Q (BY MS. NELSON) So -- but can I assume that that's --
20 the seventeen people or whatever you said, seven?

21 A It would be in the neighborhood of a dozen.

22 Q That's the only number of people on that route?

23 A No. I think we need to clarify the term, "route."

24 Q Right.

25 A When we talk about route, we talk about starting at our

1 central office and going in a direction such as east.
2 So when I talk about our cable route, I'm talking about
3 everyone who lives from the central office east. So
4 that would cover many people closer to the central
5 office, but they would be close enough to the central
6 office they could get class services.

7 Q And how close would that be?

8 A Anyone who is on an all copper loop that's over 2,800
9 ohms is not able to get class services over copper.
10 Anyone who's working on an analog carrier system of this
11 vintage would not be able to get class services.

12 Q Do we know how many that is?

13 A The ones that are working on the carrier system -- I can
14 do a quick estimate. It looks like maybe 25 people.

15 Q Does he pay the same basic -- do you know if he pays the
16 same basic rate as the other people that can get those
17 services?

18 A I do not know what the basic rate is for this exchange,
19 and I don't know what he pays.

20 Q I can ask somebody else. Thank you, though. You said
21 to solve Mr. Kieffer's problem -- at least this is what
22 I think you said. To solve Mr. Kieffer's problem, you
23 don't know at this time what exactly would do that. You
24 still identified that quality of the signal that he's
25 getting is not acceptable according to the standards

1 that you would view most often most acceptable?

2 A The signal is not as strong coming into the repeaters as
3 we think it should be according to our standards.

4 Q So if you did more testing on that and on the signal,
5 the signal problems he has really doesn't have anything
6 to do with the strike, right?

7 A The strike itself would not have caused any service
8 outages. It would have only affected the length of time
9 it took to make the repair.

10 Q Right. But he still has problems and it's not going to
11 go away, and we don't have the strike, right?

12 A I'm hesitating because I don't know if he still has a
13 problem. Our technician says that the service is within
14 the standard of what we provide, but my concern is
15 whether or not it's going to stay in that standard, and
16 that's why we would like to do further analysis on the
17 route and see if we can improve the service so that even
18 if it fluctuates, it's going to still be within
19 standard.

20 Q But at the present time, you're saying the less seven
21 signal or whatever it was --

22 A Right.

23 Q -- was an acceptable standard, and at the present time
24 he has that standard?

25 A Let me see if I can clarify that.

1 Q As of a week ago, that's when you did the test at that
2 point. Was it acceptable?

3 A Let me see if I can clarify what I mean by unacceptable
4 standard. According to the design criteria, we would
5 like the signal to come into each of the four repeaters
6 at a certain level, that level being a minus 15 db. It
7 is not coming in at that level. Whether or not the
8 ultimate service at the other end is in or out of the
9 acceptable range, it may still be inside the acceptable
10 range, but the reliability of the service is somewhat
11 suspect because the signal is coming in at a lower level
12 at each of the repeaters.

13 So to increase the reliability of the service, we
14 would like to do some further testing and rehabilitate
15 either the cable or the carrier system, whatever is
16 appropriate to improve the reliability of the service
17 even if it's within the acceptable range today, which
18 I've been lead to believe it is. Now, that doesn't mean
19 he hasn't had problems, and it doesn't mean he won't
20 have problems in the future. I think the work that
21 we're proposing will improve the odds that he's going to
22 have acceptable service for longer periods of time or
23 long periods of time.

24 Q If, say, there was another area, not one necessarily,
25 but you could find somewhere where you had the same kind

1 of circumstances that Kieffer has, he's 27 miles out
2 from the system and you were putting in a system today.
3 would you put in that same system?

4 A S6A is not something that's readily available on the
5 market today. There is a newer, better analog carrier
6 system that we have standardized on, so we would be
7 putting in an analog system comparable to Anaconda, but
8 it would be manufactured by C-Corp.

9 Q Would that other system that you might put in allow
10 people like Mr. Kieffer to get the other class services
11 that the system that he has does not?

12 A The C-Corp System has been engineered, so it will pass
13 class services.

14 Q How old did you say the bulk of your cable plant in this
15 area from Sturgis from your central office is?

16 A I don't know what the average age is, but we have some
17 cables that are the ones closest to the seal that were
18 put in about '68, and as they went through the route
19 going out to him, I saw cables were placed in the late
20 '70s and late '80s, as well.

21 Q But you don't know how old most of it is?

22 A No. I haven't done a quantitative analysis by foot and
23 by day.

24 Q Could you tell me -- could you get that -- can you tell
25 me how old most of it is?

1 A Yeah. I can go through our cable records right now and
2 go piece-by-piece and tell you what year it was placed,
3 if you like.

4 Q Well, I guess I have to know how many feet in between
5 there and the central office?

6 A 27 miles.

7 Q Oh. So that's the total?

8 A The total length from the central office to him.

9 Q So you can tell him --

10 A I told him length between the central office and
11 Mr. Kieffer is 27 miles approximately, so that's the
12 total length that we would have to identify.

13 Q So you can tell me how much of that 27 feet -- how old
14 each part of that 27 feet is?

15 A Yes.

16 Q Right.

17 A I could do that, yes.

18 Q Okay. I would be interested in that. The other
19 question I have is on the system that you have, is it
20 easy to get repairs for this system?

21 A Our technicians go out and repair the equipment as
22 needed. I'm not quite sure what your question was.

23 Q Like if you need parts. I don't know what you're
24 including in your system because your definition of
25 system might be different than mine. If it needs parts.

1 can you get parts for this system? Is it readily
2 available? Is it available at all?

3 A Parts available? They are not currently being
4 manufactured as new parts, so we're having to use parts
5 that we have in stock or obtain from suppliers of this
6 type of equipment.

7 Q So if you didn't have a supply on hand, then you
8 wouldn't be able to fix this system, right?

9 A If we didn't have a supply on hand, we would not be able
10 to fix it or we would have to change the design of the
11 way he's been served, such as moving him over to a cable
12 repair or doing something different. But we do stock
13 these kinds of parts.

14 Q If you had this system in place and you wanted to get
15 these class services and the system as it currently is
16 being provided, and it doesn't provide those, could you
17 do something to this system to make it provide those? I
18 mean, can you add like switches or repeaters, or is
19 there anything you can do to make this system do those
20 things?

21 A There is no way we can -- there is nothing that we can
22 do that would allow class services to be provided over
23 this carrier system.

24 Q Can you tell me how many routes you have in South Dakota
25 and how many -- I guess what's the shortest route,

1 what's the longest route, and what's the average route
2 length?

3 A I don't have that information readily available. I
4 wasn't researching it. I would need that information.
5 so I didn't research South Dakota to that extent.

6 Q Well, I guess I'm interested in that information because
7 we said that he's a long ways and he can't get it, so I
8 want to know if he's the exception to the rule, or if
9 most people get it and can get it, so I have something
10 to compare it to. Because I'm being told there's not
11 much we can do to make him be able to get those things
12 unless we spend a lot of money and reorganize the whole
13 system.

14 A So is there a question there?

15 Q Yeah. I guess the question is how many routes do you
16 have? What's the shortest route, longest route, average
17 length of those routes?

18 A I don't have that information. I suppose that could be
19 provided at a later date. I don't have it with me
20 today.

21 Q Do we know how many other people in South Dakota can't
22 get class services?

23 A I don't have that information. I don't know that such a
24 study has been done.

25 Q Can we get it?

1 MR. WELK: She wants to know if there's any studies
2 that show who conducted class studies based on cable in
3 South Dakota? Did I state it correctly?

4 MS. NELSON: That's one of the questions. The
5 other is the length of those routes. I guess I'm trying
6 to figure out how many people can and cannot get it so I
7 can find out if he's the exception or rule, or if
8 there's a lot of people in that situation.

9 MR. PETERS: I don't believe that information
10 resides in a database where you just write a simple
11 computer program and it spits out the answers. I think
12 that would require us to go through each and every
13 exchange and each and every route and do an analysis of
14 that route to answer this question. That would be
15 extremely time-consuming to do that.

16 MS. NELSON: You seem to say though -- at least I
17 think I heard you say this, that you thought he was so
18 extremely far away, and that advised in my mind at
19 least, that because it's something other than usual and
20 customary here, there's little we can do to change the
21 kind and quality of services that he has if he's going
22 to be there. But I guess, in my own mind, I'm trying to
23 figure out if other -- how many others there are like
24 him around here so I can decide whether or not that this
25 is an acceptable thing for him to have to live with or

1 whether it is not?

2 MR. WELK I think all we can do is ask if we had
3 an answer to your question, what would the work be and
4 what it is. I don't think he knows I don't know if
5 anybody here can answer your question completely, but
6 we'll sure find out

7 MS. NELSON: Would the answer be dependent upon how
8 many people have this Amerecote System? I mean, that
9 seems like a simple way to put it I don't know if that
10 gives me what I want to know or not. I don't know.

11 A It falls into two categories Those customers who are
12 on analog carrier Amerecote analog carrier. That
13 would be one group of people that would not be able to
14 get class services. The other group would be those who
15 are working on cable Direct copper cable systems that
16 exceed \$2,000 class That would be the other group. I
17 think I could probably provide you the number of workers
18 on analog carriers I don't know that I could provide
19 you the answer on the other group without doing an
20 extreme amount of an analysis of our figures

21 Q (BY MS. NELSON) And you said in your testimony earlier
22 that you didn't know if the dates on your map correlated
23 with the dates on his Exhibit 1, right?

24 A That's correct.

25 MS. NELSON: And we are going to try to figure out

1 if that's the case, right?

2 MR. BURG: Yeah.

3 Q (BY MS. NELSON) But, also -- you also told me, I think,
4 that repeaters or switches or nothing like that would
5 make -- change anything for the class services or the
6 speed of his data?

7 A That's correct.

8 Q Okay.

9 A Can I come back to your statement about responding
10 dates? One of the things that we're faced with is
11 Mr. Kieffer, in his testimony, indicated that there were
12 times when they would go to use their phone and it would
13 be dead, but later in the day it would have a dial tone
14 and he would be able to use it. I don't believe he
15 knows what dates those happened. That type of a problem
16 would seem to correspond to a cable cut where service is
17 totally knocked out because cable has been cut or
18 because a truck has driven over a telephone closure
19 disrupting service. It would be my best guess that at
20 least some of those experiences that he had would
21 correspond with the times when we were having these
22 types of repair problems. But without his dates and
23 knowing when that happened, I can't correspond those
24 dates to when he had these troubles.

25 Q And when you talk about a truck driving over the cable

1 them trip calls. I don't remember what you called them.
2 but maybe it's a service call. I remember when I was
3 going to cancel my inside wire maintenance agreement
4 with US West, the lady said I shouldn't do this because
5 if I did, it would be \$60 to have you people come out.
6 Do you know if that's what you charge to go out and
7 check out if there's a phone problem and decide if it's
8 yours or theirs or whose?

9 A I don't know too much on a personal level. I do know
10 the issue that you're talking about is if there is a
11 trouble report and we determined that it is from the
12 network interfacial at the home or at the business where
13 it's in the inside wiring, then there would be a charge
14 for us to make that determination and let you know that
15 it's inside wiring that you own.

16 Q And do you know what they charge?

17 A I don't know what they charge for that.

18 Q I can ask somebody else. Do you know if they would
19 charge that even if they found no problem?

20 A It is my understanding that if the trouble is in the
21 US West plant, we do not charge the user.

22 Q But I guess what I'm saying is if the truck leaves the
23 garage, do they -- it's not your fault they get charged,
24 right, if they don't have inside wire maintenance or
25 whatever?

1 A I believe that service is called linebacker. Again, I
2 don't work in the marketing or business side of it, but
3 my understanding is linebacker service protects your
4 inside wiring and we would repair at our cost. If you
5 don't have that service and we go out and detect --
6 determine it's in your wiring, then you would be charged
7 for that.

8 Q I guess I'm not really interested in if you're doing
9 linebacker or not. I'm trying to figure out what the
10 company -- you felt is fair compensation for coming out
11 and checking out or finding out if there's a problem.
12 In other words, he says he thinks it's worth \$50 if he
13 goes to town to report this and drives 52 miles,
14 whatever it is, and he thinks \$50 is fair compensation.
15 I'm trying to figure out, in my own mind, what the
16 company felt might be fair compensation. They got in
17 their truck and drove out -- I mean, so -- I guess I'm
18 just asking if there was a trip call and if you knew
19 what it was? And you said you think there is a trip
20 call or a service charge or whatever it is, and you
21 don't know what it is?

22 A I don't know what the company charges, but I think that
23 it's an apples and oranges comparison, if I can say
24 that. The reason --

25 Q But I didn't ask that.

1 A Okay.

2 Q So would you say that if there is such a call, if you're
3 going out for linebacker and say it's \$60, because
4 that's what I was told sometime down the line, it may be
5 less in a competitive environment. I'm not sure. Do
6 you know -- what would you say makes up part of that
7 charge? How do you arrive if it's \$60 dollars? Would
8 you say it's your time for going out there and doing
9 whatever you would do, or the cost of the truck, the
10 wreckers you have to keep? Would you say that's all
11 part of how you arrive at that \$60?

12 A I think the \$60 or whatever --

13 Q Yeah. Or whatever it is.

14 A -- would be a portion between the actual labor cost, the
15 cost of the truck, cost of all of the specialized tools
16 that we have on that truck that is not being used to do
17 other work because it's helped us while we're doing this
18 check, all of the computer systems that support that,
19 all of the people in the offices that have to handle
20 that call and relay it, and, you know, all of the parts
21 of the business that have any use that is used in
22 getting that truck out there and that person out there
23 to do the check.

24 Q Is it for -- you know, then assume that at some point
25 down the line are you going to use this equipment, the

1 A Where the green line is.

2 Q So the yellow line might be an error?

3 A Yes. I think it was mismarked.

4 Q I just wanted to know why one way and not the other.

5 A In fact, I don't recall there being a road through that
6 area.

7 Q Okay.

8 MR. KIEFFER: There is a road through there.

9 MS. WIEST: I'm sorry. We can only have one person
10 at a time talk.

11 Q I just wanted to know what you thought was the route.
12 You talked about repeaters one, two, three, and four,
13 and then you talked about systems. Do the one, two,
14 three, and four relate to the system like the one that
15 is like S-System 12,13 on the map?

16 A The system numbers on the map do not relate to the
17 circles at all.

18 Q Okay.

19 A Other than number ten, circle number ten is where System
20 22 is.

21 Q Okay. But you talked about repeaters one, two, three,
22 and four, and I was assuming, and I want to be --
23 correct me if I'm wrong, that from the central office
24 out to Mr. Kieffer's, there are four repeaters on that
25 cable route?

A Correct.

Q Jay Can you tell me where the closest one is to Mr. Kieffer?

A No, I can't.

Q Okay. So you don't know where the location of that closest one is?

A No. I could probably -- if you want to give me a few minutes, I can go through the cable records and guess where it would be.

Q But do you have an idea of how far away it might be? I'm trying to get some kind of an idea, yes.

A Well, no. It would be approximately probably within three miles of his house, I'm guessing.

Q So then does the 18 -- 1,000 kilometers or three miles apply to a repeater they use in some other parts of the network to where you start to lose signal?

A I think you may be mixing up loading on copper cable and repeater on carrier systems.

Q Okay. I probably am. That's why I want to know. Evidently you have a system though on down 34 to the east of Mr. Kieffer that you've got marked system 19.

A Correct.

Q So tell me if that's -- I want to say a multiplexor repeater, something that juices up the signal. Okay?

A Actually, that is the end of the carrier system, what we

call, "remote terminal," where we go from the electronic signals generated by the carrier and we put it back out to the copper.

Q Okay. So that would have no effect or he would get no benefit from that?

A No.

Q Okay. You said that cable cuts can alter the characteristics of the signal. So if there's been a cable cut, then you splice it, right?

A Once we have determined that the cable has been cut, we expose that cut area, we try to determine if the cable itself is wet. If it has water in the cable, we would attempt to dry out the cable and be able to reuse it without having to replace it. If the damage is severe enough, then we have to go in and replace the cable on either side of that cut.

Q For a certain length of that?

A Right. We would go back to where the cable is still dry and we would splice in the replacement cable at that point on either side of the cut.

Q Is it fair to assume -- I know you're going to test this and then we'll have real results, or at least I hope we will, but is it fair to assume on 27 miles of cable route that you would have had in the past since the 1960s, many cable cuts, many splices might be to a point

of degradation where it degrades the signal so you
couldn't have decent voice grade service?

A I think it's fair to assume that there has been many
cuts and many cables that have sections of cable that
have been replaced. There are also probably many cuts
that we've been able to rehabilitate and repair. I
think the question is, are there sections of cable that
today is not up to the cable standards that we expect
out of our plant? And that is what I would like for us
to be able to research and find out. That may be
causing some of the signals to be coming in low to the
repeaters.

Q But if the objective here is to get Mr. Kieffer
acceptable voice grade service, and you find through
your tested system that you can bring that up to your
standards, whatever the dbs are --

A Yeah.

Q Then that would be a voice grade connection, it would
not solve his Internet problems or his Caller ID
problems, nor allow him access to any other advanced
services. Am I understanding that correctly?

A That's correct.

MR. SCHENKELDER: Thank you. That's all I have.

MR. WIKST: Any other questions of this witness?

MR. WELK: I just want to put in the record -- I

Q Now, I am sure that were the dates of the work
of the company in West during the summer of 1967?

A Yes. The work stoppage started on midnight
Saturday, August 11th. There was a settlement
reached between the company, I believe, around midnight
Saturday the 12th. Workers began returning to
work on Monday, August 13th, although not all of them
went back until later in that week.

MR. WELK: Thank you. That's all I have.

MR. WIEST: I don't think we have Exhibit 9. Were
we going to mark that as the travel report?

MR. WELK: Do you want that marked, Mr. Chairman?

MR. BURD: My only question is if it's not
complete, put it all in as the complete one. If this is
what it is, you can put it in. That's up to you to
answer the questions.

MR. WELK: Let's put it in so we don't have to send
what you've already got.

(Exhibit Number 9 marked for identification.)

MR. WIEST: Any objection as to Exhibit 9?

MR. MOSICK: No objection.

MR. WIEST: Exhibit 9 has been admitted.

MR. MOSICK: Yeah.

(Exhibit Number 9 marked for identification.)

MR. WELK: I think just for the record, so we can

answer the chairman, why don't you state for the record what Exhibit 9 is.

MR. PETERS: Exhibit 9 is a computer printout from our repair system that's abbreviated CRAS that gives the repair records that we have on file for each of the Anacosta Systems and the associated channels associated with those systems, channels being up to seven channels per system, and it gives the dates and what we found to be the trouble and how we repaired it.

MR. WILST: Thank you. Do you have any other witnesses, Mr. Walk?

MR. WALK: I don't have any, but at least two of the Commissioners had some questions, and we have people if they want to ask questions here of them. They're available to be called by the Commissioners.

MR. NELSON: I guess I have a couple questions, and you can decide who wants to answer them.

MR. WILST: What are the questions?

MR. NELSON: I'm looking for them.

MR. WILST: Did you have any questions?

MR. BURD: I'm trying to recall them exactly. One of them, of course, I would like to know probably from Colleen, as I would like to know the history of complaints from this system, given the same dates. Was that December 1st, 1997 to current on this system to

1 complaints on the entire carrier system as well as their
2 analysis of these chronological dates? I'm not sure
3 who's going to do that.

4 MR. WELK: We were going to try and go back and see
5 if we had any records of when he called in about
6 Caller ID to see if we had a record of that.

7 MR. BURG: I got the feeling that on these dates
8 there was a variety of reasons the calls were made, and
9 I don't think that was totally made clear. I want to
10 know what the company records are for any contact with
11 Mr. Kieffer on those dates, and that can be submitted
12 later. I think both of those may be able to be
13 submitted as a late file exhibit rather than any
14 testimony at this time for me.

15 MS. WIEST: Okay. Commissioner Nelson?

16 MS. NELSON: I'm back to this service charge, if
17 you have one and how much it is.

18 MS. WIEST: Can either of the people here answer
19 that?

20 MR. WELK: Should we put her under oath?

21 COLLEEN SEVOLD,
22 called as a witness, being first duly sworn, testified as
23 follows:

24 EXAMINATION BY MS. NELSON:

25 Q I know that, for instance -- and I don't know how many

1 other times you might have a service charge, but like
2 linebacker, for instance, do you have a service charge,
3 and if you do, what is it?

4 A You mean if you do not have linebacker?

5 Q Right.

6 A I believe that from a resident's account, it's \$60 for a
7 trip charge. And I'm just -- I mean, that's around
8 \$60. I don't have it right in front of me.

9 Q Thank you, Colleen. I think that's what they told me it
10 was, too, so it's a fairly current number. Would you
11 agree that -- would you say that that reflects the
12 actual cost of driving out there?

13 A I can -- that's the charge for the actual technician's
14 time, because we charge that if there's a problem inside
15 the house found. And they have other options. US West
16 doesn't have to do that. They have other options if
17 they choose they would like to do that. But if we find
18 trouble inside -- wiring inside the house, so it's for
19 the technicians time and going out there.

20 Q Do you pay those people 60 bucks an hour?

21 A I couldn't answer that question.

22 Q What do you pay technicians an hour?

23 A I could not answer that question either, Commissioner.

24 MS. NELSON: Well, I guess do you have a different
25 witness that could?

1 MR. WELK: We can call Human Resources and get a
2 late file exhibit on what a technician in South Dakota
3 gets. Is that what you want?

4 MS. NELSON: Sure. That would be good.

5 MR. WELK: I want to make sure I don't miss
6 anything here.

7 Q You would agree, though, that it doesn't cost \$60 to
8 drive out there?

9 A I think it's for their time and equipment and their
10 truck. And I can't tell what you the cost of that is.
11 I don't have those figures, so I wouldn't be qualified
12 to answer that.

13 Q Or how long it might take after you recovered those
14 costs that you might still not have those costs because
15 you've already recovered them?

16 A No, I can't answer that.

17 MS. NELSON: Right. Okay. And somebody is going
18 to provide the information about the length of the
19 cables and all of that stuff, right? And the average
20 length?

21 MR. WELK: On this route, you wanted to know -- you
22 wanted 27 miles, every piece of cable and when it was
23 placed?

24 MS. NELSON: Yeah. That I want to know. I also
25 want to know, though, because there was testimony here

1 that said that Mr. Kieffer had -- he was 27 miles out.
2 So that's an extreme long ways, and that's part of the
3 reason, because of this distance -- extreme distance
4 that he has the problem that he did in signals and not
5 being able to get some of those class services and
6 stuff. So I guess I'm curious, you know, about if -- I
7 know that it's 27 miles to Mr. Kieffer's, but I want to
8 know then what's the longest distance, what's the
9 shortest distance, and the average distance so I can
10 decide for myself whether or not 27 miles is this
11 extreme distance from the -- or how many other people
12 are 27 miles. I mean, can those people get it, or is he
13 -- or is his service different than other people who
14 are in a similar situation? Short of that, I think you
15 have answered my questions.

16 MR. WELK: They're trying to figure out if they can
17 answer your question and what work and effort would go
18 into answering that. I've got Mr. Lehner here and
19 Mr. Peters. They're trying to discuss with me how we
20 can do that, because there's no report that can answer
21 your question magically. As I understand in listening
22 to them, somebody physically is going to have to go
23 through every -- you don't even think you can do that
24 physically?

25 MR. LEHNER: I don't think so.

1 MR. PETERS: What we would have to do, to give you
2 an example, on exchange -- by exchange basis, we would
3 have to go through every route and determine where that
4 demarkation point is for workers on copper cable that
5 could not get class services and itemize every terminal
6 on each route beyond that point, go into our records and
7 find all of the workers associated with those terminals
8 and count them up. That would be extremely labor
9 intensive to do that for the entire State of
10 South Dakota.

11 MS. NELSON: Since you're in the business and
12 you're technocrats and I'm not, could you give me
13 another way that I might -- I have in my own mind --
14 whether or not you felt -- if that's a big problem, what
15 other way might you be able to demonstrate that to me so
16 I can decide whether or not 27 miles is this --

17 MR. PETERS: One of the things we could provide
18 that I think would be readily available is how many
19 customers you have working on analog carriers. That
20 would probably be the majority of the numbers. I think
21 the number of people working on copper repair that are
22 outside this limit would probably be a smaller
23 subsidiary.

24 MS. NELSON: I'll find that satisfactory for an
25 answer. Also, on the copper carrier, if you've got the

1 copper, can they get these services or not?

2 MR. PETERS: If on an all copper loop, but beyond
3 2,800 ohms.

4 MS. NELSON: That would be an acceptable answer.
5 Thank you. I didn't mean to be burdensome. I was just
6 trying to --

7 MR. WELK: Commissioner Nelson, you had a question
8 about class services that he couldn't answer.
9 Mr. Lehner, could you answer what class services are?

10 MS. NELSON: Or other ones he would not be able to
11 get besides --

12 MR. WELK: Colleen, can you answer Commissioner
13 Nelson's question?

14 MS. SEVOLD: What other class services or just what
15 other services?

16 MR. WELK: I guess any services that he wouldn't be
17 able to get.

18 MS. SEVOLD: It's my understanding that Caller ID,
19 the name and number would be the service they would not
20 be able to get.

21 MS. NELSON: Can he get call waiting, call
22 forwarding, voice messaging?

23 MS. SEVOLD: Yes. Not voice messaging. It's not
24 offered there in that location, but --

25 MS. NELSON: Is that a system?

1 MS. SEVOLD: Voice messaging is only offered in the
2 Sioux Falls and Rapid City exchanges.

3 MS. NELSON: Okay.

4 MS. SEVOLD: But all the other ones, call waiting,
5 call forwarding, all of those they can have.

6 MS. NELSON: Okay. Thank you.

7 MS. WIEST: Mr. Hoseck?

8 MR. HOSECK: Yeah, I have a question.

9 EXAMINATION BY MR. HOSECK:

10 Q Colleen, do you know what Mr. Kieffer's phone rate is on
11 a monthly basis?

12 A No, I don't. I couldn't give the exact dollar amount,
13 no.

14 Q He would be paying the same amount though as a person
15 that does have Caller ID available?

16 A He would be paying the same amount as the other
17 customers in that exchange, yes.

18 MR. HOSECK: Thank you.

19 MS. WIEST: Thank you. Mr. Hoseck, do you have any
20 witnesses?

21 MR. HOSECK: No.

22 MS. WIEST: No.

23 MR. HOSECK: I do have a closing argument.

24 MS. WIEST: Mr. Kieffer, do you have a closing
25 statement you wish to make?

1 MR. KIEFFER: No.

2 MS. WIEST: Mr. Welk, do you have a closing
3 statement?

4 MR. WELK: Mr. Hoseck was to send a brief that he
5 had on tariff limitations, and I would like an
6 opportunity to respond to that in writing. And he sent
7 that to me and it was on Friday and I appreciate that,
8 but I would like an opportunity to respond to that brief
9 because we have a legal argument on the tariff
10 limitations and some of your statutes that I will be
11 arguing regarding the tariff limitations. So I will
12 rely on a written brief and submissions, and in that
13 regard --

14 MS. WIEST: When would you like to file it?

15 MR. WELK: How long will it be before you get the
16 transcript? Let's do ten business days after she
17 delivers it.

18 MS. WIEST: So US West will file a brief within ten
19 business days after delivery of the transcript. And you
20 had nothing further you wanted to say at this time,
21 Mr. Welk?

22 MR. WELK: No. I just want to make sure when the
23 testing is done here, what the Commission desires is you
24 want a report back as we proceed with that?

25 MS. WIEST: Right. I think we need a written

1 report back.

2 MR. BURG: Let me ask this question, do you feel
3 the decision on this should wait until the results of
4 testing?

5 MR. WELK: I think in fairness to Mr. Kieffer. I
6 mean, we're all trying to solve this. I don't -- if we
7 want to just continue and defer your decision until you
8 get the report, you may have some questions about the
9 report. I don't know whether you want to close the
10 record or not. If you want that opportunity to ask
11 questions when you do get the report, you can defer your
12 decision until then.

13 MR. BURG: Staff, what's your feeling on holding
14 the case open?

15 MR. HOSECK: Well, I'm going to go for an order.
16 I'm going to ask the Commission for a specific order in
17 this matter, not only as to a deadline for testing, but
18 also a deadline for proposal of the remedy to the
19 Commission on this, and besides the damages issue, which
20 I still feel strongly about. So, no, I'm not for
21 leaving this thing open. I want an order. At least the
22 position I'm advocating in this matter is an order
23 specifically giving some deadlines in this matter coming
24 from the Commission.

25 MR. BURG: I've got one other question probably for

1 one of the counsels or both counsels to answer. Looking
2 at Mr. Kieffer's complaint, what's the extent of the
3 relief requested? You were arguing, and I should ask --

4 MR. HOSECK: Do you want me to give my final
5 argument right now and take care of that?

6 MS. NELSON: Before he does that, I have one
7 question that I wanted to be sure we're going to find an
8 answer for, and that was about what exactly was this
9 problem between the 17th and 23rd and what you did to
10 fix it, right? Somebody is going to provide that?

11 MR. WELK: We're going to try to find out what the
12 company records reveal.

13 MS. NELSON: Thank you.

14 MS. WIEST: Why don't you make your closing.

15 MR. HOSECK: Thank you. Mr. Chairman, members of
16 the Commission, representing staff in this matter
17 there's two things I'm asking for. The first is damages
18 for Mr. Kieffer. I think that the facts in this case
19 demonstrate a severe circumstance that it took until
20 today that US West came forward to even acknowledge that
21 there was a problem. I don't think that this type of
22 behavior should be rewarded. I have submitted a brief
23 to you, and you're going to get to kick this around a
24 little bit further in light of Tom's request to file a
25 response, and I would intend to reply to that also, but

1 one of the things that is asked for specifically here by
2 Mr. Kieffer is for time and travel expenses for past and
3 future phone outages.

4 Now, the brief that I have written and submitted to
5 you at this point in time, I'm going to ask you
6 respectfully to read that, because I think that US West
7 is liable for damages in this particular case, but not
8 only for time and for mileage, but also for
9 inconvenience that he has suffered and that his family
10 has suffered. And living out there 27 miles from
11 Sturgis, not having 911 or having it when he didn't want
12 it, and not being able to get Caller ID, there are
13 instances that merit the award of this type of damages.

14 I don't think that it is proper nor is it legal for
15 US West to crawl behind their tariff and say that their
16 only liability in this particular instance is limited to
17 the minutes or worth of the minutes of the outages. I
18 think that they should be held to a higher standard and
19 that they should pay damages for inconvenience and
20 mental suffering besides.

21 Obviously we have an admission here today
22 by US West that there is something technically wrong
23 with their system. And so in light of that, staff is
24 asking that not only that there be an order that this
25 testing occur and that there be a specific deadline for

1 the testing to be completed, but that there also be an
2 order to upgrade the facilities under 49-31-7.1. This
3 is within the Commission's authority to order an
4 upgrade, and this is something that I think is needed in
5 this particular instance. We shouldn't have had to come
6 this far to resolve this problem. And now that we have,
7 I think that everything should be on the table and that
8 the consequences of this type of inaction on behalf of
9 US West should be felt. Thank you.

10 MS. WIEST: I have a question before we close, and
11 that is, could US West get us the test results and their
12 recommendations as to fixing the problem within 60 days
13 then?

14 MR. PETERS: What I had said in my testimony is
15 that due to the holidays, we would be looking at doing
16 this after the beginning of the year. And given the
17 fact that we would probably have to bring in people from
18 other locations to do that kind of test, because the
19 normal work load would not allow the technicians living
20 there to do the work, we will have to schedule those
21 people to come. One of the things we would be facing is
22 the fact that we have made commitments to other
23 customers and we have deadlines to provide service to
24 them and other commitments to customers.

25 So getting those people scheduled, I don't think we

1 would be able to get those people here early in January
2 because I think they would already be allocated to work
3 on obligations that we have to complete. So I'm
4 anticipating that it would be towards the end of January
5 before we would get them here to start that work, and it
6 would take into February to actually complete the work.
7 And then we would need time to analyze the data, write
8 it up, and present it in a formal matter to the
9 Commission. So I would be looking at a 60 day period,
10 starting in the first part of January and giving us to
11 the end of February to provide that report.

12 MS. WIEST: So you would have it to us by the last
13 day of February?

14 MR. PETERS: That would be my expectation. Now,
15 obviously certain things could influence that schedule.
16 For instance, if this wonderful weather that we've been
17 enjoying suddenly should go the opposite direction and
18 we have severe weather conditions, that could influence
19 that schedule. Or if we have severe impacts on the
20 network of some time, we have to pull people off to work
21 on that. But given what I know today, my best guess is
22 we could do that by the end of February.

23 MS. WIEST: I would ask the Commissioners if they
24 would like to leave open the record until we receive
25 that report, because we're going to be waiting for the

1 briefs also during part of that time.

2 MS. SCHOENFELDER: Not to be contrary to what staff
3 wants because they want orders out of here, and I
4 understand they want some dates certain, but I want the
5 record left open because I want that report in the
6 record and I want that to be part of the record before I
7 make the final decision.

8 MS. WIEST: There's always a possibility that we
9 may need to come to another hearing to analyze that.

10 MS. SCHOENFELDER: I may want to ask questions
11 about that report.

12 MR. BURG: Given the fact that the phone service
13 has been restored and it was testified that phone
14 service is available, the only thing being relayed is
15 the recovery and damages. So I agree with that
16 statement. I want the record left open to have a fair
17 clarification on all the issues that we talked about.

18 MS. SCHOENFELDER: I don't necessarily agree that
19 the phone services I think are at an acceptable level,
20 but I think -- so therefore, I would like some time
21 lines so that US West does perform within a reasonable
22 time.

23 MR. BURG: I didn't say acceptable. I just said
24 they have service.

25 MS. NELSON: On the 60 days, if you have 60 days to

1 do this, if it snows, does that mean you can't do this
2 testing?

3 MR. PETERS: I think that even during the winter
4 weather we would be able to do testing, but it would
5 slow down how much we could do in a day.

6 MS. NELSON: Do you have to dig up wires or what?

7 MR. PETERS: No. This is an analysis of each and
8 every cable just to determine what the status is on the
9 cable and whether or not there's identifiable problems
10 in it. So we would be going from telephone closure to
11 the boxes along the road between sections and testing
12 each section all the way up, 27 miles.

13 MS. NELSON: But if you have two feet of snow up
14 there, can you still do those tests?

15 MR. PETERS: If it gets that depth, it would be
16 very difficult. I'm talking about if it's just snowing
17 or there's a light layer on the ground, we still would
18 be able to do testing.

19 MS. NELSON: So would the 60 days that you're
20 willing to meet the time limit, given even a normal
21 South Dakota winter, do you think that's realistic? Or
22 are you really saying that, you know, likely it's not
23 going to be 60 days, it's really going to be more than
24 that because if it snows, you can't do this stuff? I
25 want to know if in 60 days you really think you can go

1 out, if we have a normal any kind of year in South
2 Dakota weather.

3 MR. PETERS: I hate to display my ignorance, but
4 since I don't live up here, I don't know what a normal
5 South Dakota winter is in this area. I've been told
6 it's been adamant and very nice.

7 MR. BURG: Hurry up and get out of town.

8 MS. WIEST: I just recommend we have US West file
9 the report by the end of February and leave the record
10 open and no orders be issued at this time. Is there any
11 objection to that representation? If not, we'll just
12 close the hearing for today. Thank you.

13 (The hearing concluded at 12:18 p.m.)

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1 STATE OF SOUTH DAKOTA)

2) SS.

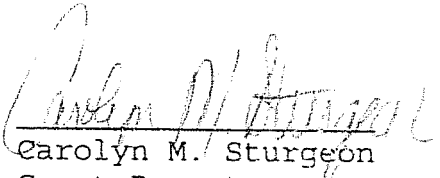
CERTIFICATE

3 COUNTY OF PENNINGTON)

4
5 I, CAROLYN M. STURGEON, Court Reporter and Notary
6 Public, South Dakota, duly commissioned to administer
7 oaths, certify that I placed the witness under oath
8 before the witness testified; that the foregoing
9 testimony of said witness was taken by me in shorthand,
10 and that the same has been reduced to typewritten form
11 under my supervision; that the foregoing transcript is a
12 true and correct transcript of the questions asked, of
13 the testimony given, and of the proceedings had.

14 I further certify that I am not related to,
15 employed by, or in any way associated with any of the
16 parties to this action, or their counsel, and have no
17 interest in its event.

18 Witness my hand and seal at Rapid City, South
19 Dakota, this 20th day of January, 1999.

20
21
22
23 
Carolyn M. Sturgeon
24 Court Reporter

25 My Commission Expires: 11-07-2003

For CK# (605)
347-7532
347-9566

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA
500 E Capitol, State Capitol Building, Pierre SD 57501
COMPLAINT

TC 98-176

RECEIVED

SEP 14 1998

Complainant(s) (Persons filing the complaint)		Respondent (Persons or Company complained against)	
Name	Randy Kieffer	Contact Person	
Address	HC 72 Box 260	Company	U.S. West
City, State, Zip	Sturgis, SD 57785	Address	
Home Phone	(605) 347-7532	City, State, Zip	Sturgis, SD
Work Phone	(605) 578-2131	Work Phone	
Cellular Phone		Cellular Phone	
Fax #		Fax #	

EXHIBIT NO. 1
12/5/98
Wheeler Reporting

If the Complainant is represented by an attorney, please list the attorney's name, address, telephone number and fax number below. (If Complainant is not represented by an attorney, please leave blank.)

Note: This complaint is on 2 phone numbers

These are the facts giving rise to my complaint:

1998 (605) 347-7532 + 347-9566
The month of May or June (I'm not sure which month) from 7-14 days, we had intermittent telephone service on both phone lines in my name (605) 347-7532 + (605) 347-9566. August 17-23, 1998 we were without phone service. Sept. 7-8 to 1998 we were without phone service. Sept. 3, 1998 I called and was told for hook-up of copper T.O. I was told it would be done by the 6th of Sept. I called again on the 8th of Sept. and was told hook-up would be completed by Sept. 12. Again nothing. I called again on the 14th of Sept. and was told it would be hooked up by 5:00 PM on the 14th of September (it wasn't hooked up as of Sept 16, 1998).

When our phone goes out, it required us to go to Sturgis 26 miles away to call father, we need to contact him and the phone 347-7532 because my job requires me to be able to contact me in a emergency. August 17-23, 1998, my wife had to go to Sturgis daily to call on the status of her father who had open heart surgery. When my supervisor or client can not contact me, it causes problems for me at work. The phone 347-9566 is at my father's house who is a farmer/cowboy and he has to drive to town to call around for cattle and his phone business in town. This is a real emergency. One way driving is 26 miles to the

contribution for 347-7532 RECEIVED
Town of Sturgis.

SEP 21 1998

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

I paid \$2500 last year to have a telephone line installed to keep in contact with my supervisors/clients for my job. The way the phone system has worked creates many problems. When we call to get repair service done, the wait is as long as 3 days. This is not service!! This is a monopoly in one area providing local service. That doesn't work, and they could care less about meeting the needs of the consumer. For the price we pay for service, we are getting poor service. When they promote the service charge out on the bill per day for phone ~~service~~ ^{re} service outages, it does not cover the cost of the added expense of our time and travel expenses to town to report outages and do our telephone needs. Additionally, when you do call for any telephone need at U.S. West, you can usually count on 15-30 minutes to get ahead of them.

Please note: I made copies of the consumer complaint for and give them to our neighbors also who have the same problems. They are Robert, Bruce & Leo Weepick. *Bob Weepick*

Kieffer
EXHIBIT NO. 8
12/15/98
Wheeler Reporting

J.W. Boyce (1884-1915)
John S. Murphy (1924-1966)

November 11, 1998

Mr. William Bullard
Executive Director
Public Utilities Commission
State Capitol Building
500 East Capitol Avenue
Pierre, SD 57501

172K Received NGV 12 1936

RECEIVED

$\frac{d}{dt} \left(\frac{\partial L}{\partial \dot{x}} \right) = \frac{\partial L}{\partial x}$

SOUTHERN CALIFORNIA PUBLIC
UTILITY COMPANY

**Re: In the Matter of the Complaint Filed by Randy Kieffer, Sturgis, South Dakota,
against US WEST Communications, Inc. Regarding Telephone Service Outages
and Inadequate Service
TC 98-176**

[illegible]

Enclosed please find the original and ten (10) copies of U S WEST's Answer to Complaint and Certificate of Service.

Sincerely yours,

BOYCE, MURPHY, MCDOWELL
& GREENFIELD, L.L.P.

& GREENFIELD, L.L.C.

Thomas J. Welk

THE

Colleen Sevold (w/enc.)
Jim Gallegos (w/enc.)
Randy Kieffer (w/enc.)

FAX Received NOV 12 1998

RECEIVED

NOV 12 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
RANDY KIEFFER, STURGIS,
SOUTH DAKOTA, AGAINST
U S WEST COMMUNICATIONS,
INC. REGARDING TELEPHONE
SERVICE OUTAGES AND
INADEQUATE SERVICE

TC98-176

ANSWER TO COMPLAINT
AND CERTIFICATE OF SERVICE

Pursuant to the October 21, 1998 Order of the Public Utilities Commission ("Commission") in this docket, received on October 23, 1998, and pursuant to ARSD 20:10:01.11.01 U S WEST Communications, Inc. ("U S WEST") provides the following Answer to the Complaint in this matter:

1. U S WEST admits, as alleged in the Complaint of Randy Kieffer of Sturgis, South Dakota ("Customer") that the Customer had certain outages of telephone service during the spring and August and September of 1998 and that at certain times such outages were reported to U S WEST. Such outages were caused on some occasions by cable cuts and damage to a terminal caused by a third party. U S WEST repaired the telephone outages as reported by the Customer. During a period of time, the delay in repair services was due in part, to a work stoppage of US WEST employees. In addition, U S WEST states that the name and home telephone number of the technician that would serve the Customer's premises has been provided to the Customer in the event of any further outages. U S WEST is committed to providing good quality service to the Customer.

2 In addition, U S WEST admits that Customer requested special construction during 1997. A copy of the Excess Construction and Custom Work Billing Service Agreement dated as of October 8, 1997 is attached hereto as Exhibit A.

3 U S WEST has credited and will credit the Customer for any days the Customer was out of service. In regard to any damages suffered by the Customer as alleged in the Complaint, such damages, if any, are limited by the applicable tariff which has been filed and approved by the Commission, which is attached hereto as Exhibit B. In addition, in the extent that such damages alleged by the Customer are not limited by the tariff, U S WEST remits the Customer to prove any damages sustained.

DATED this 11th day of November, 1998.



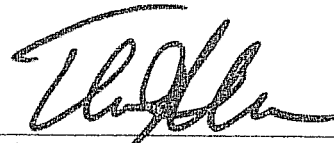
Thomas J. Welk
BOYCE, MURPHY, McDOWELL &
GREENFIELD, L.L.P.
101 North Phillips Avenue, Suite 600
P. O. Box 5015
Sioux Falls, SD 57117-5015
(605) 336-2424

Attorneys for U S WEST Communications, Inc.

CERTIFICATE OF SERVICE

I, Thomas J. Welk, do hereby certify that I am a member of the law firm of Boyce, Murphy, McDowell & Greenfield, L.L.P., and on the 11th day of November, 1998, a true and correct copy of U S WEST's Answer to Complaint was sent via US mail, postage prepaid, to the following address

Randy Kieffer
HC 77, Box 260
Sturgis, SD 57785

A handwritten signature in dark ink, appearing to read 'Th. Welk', written over a horizontal line.

Thomas J. Welk

Northwestern Bell dba U S WEST Communications

Form 100-1
11-82
Rel. 01-26-80, 003 Rev.
(A.C. 81, Sec 3)

**Excess Construction And Custom Work
Billing Service Agreement**

The undersigned customer has requested special construction described as follows:

Place a total of 12,550 feet of buried wire
for service to Randy Kieffer at HC77, Box 262
Sturgis, S.D. 57785.

Estimated cost:

<u>Total wire placement</u>	=	<u>12,550 ft.</u>
<u>One half mile free</u>	=	<u>2,640 ft.</u>
<u>Total billable</u>	=	<u>9910 ft.</u>
<u>Cost per foot</u>	=	<u>\$ 24</u>
<u>Location: Total cost</u>	=	<u>\$2378.40</u>

The undersigned customer will be billed:

☒ Negotiated Amount of \$ _____
☐ Actual Cost in Excess of \$ _____
☐ Actual Cost ☐ Actual Cost Not to Exceed \$ _____
☒ Estimated Amount \$ 2378.40

The undersigned customer agrees to indemnify and save harmless the Company against all claims arising out of damage to the person or property of the parties hereto or their employees or members of the general public caused by or arising out of the special construction, except for the portion of the claim attributable to the negligence or intentional tort of U S WEST Communications, its employees or agents.

The undersigned customer further agrees that the title of the specially constructed line, cable or facilities shall be vested and remain in the U S WEST Communications. The undersigned customer further agrees not to receive any compensation for the assistance, labor, material or supplies that the customer may furnish.

The customer agrees to pay the cost for such construction in accordance with Company filed tariffs.

Dated: October 8, 1997 Northwestern Bell Telephone Company dba U S WEST Communications

By Dennis Serfling

Telephone No. 605-394-4582

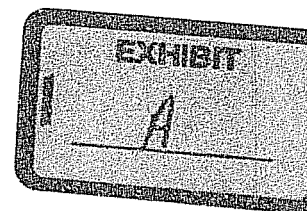
Accepted:

Randy Kieffer
(Customer)

By Randy Kieffer

Telephone No. 605-347-7532

Address HC77 Box 262
Sturgis, S.D. 57785



U S WEST COMMUNICATIONS, INC.

Exchange and Network Services Tariff

SECTION 2

Page 25

Release 1

State of South Dakota

Issued: 11-8-93

Effective: 12-5-93

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.4 LIABILITY OF THE COMPANY

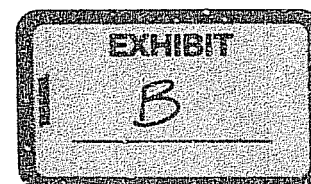
2.4.1 SERVICE LIABILITIES

A. Limitations

1. 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, preemption, termination, maintenance, repair, or restoration of service, the Company's liability, if any, shall not exceed an amount equal to the proportionate part of the monthly recurring charge for the service for the period during which the service was affected. This liability shall be in addition to any amounts that may otherwise be due the customer under this Tariff as an allowance for interruptions.
2. The services furnished by the Company, in addition to the limitations set forth preceding, also are subject to the following limitation: The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs).
3. The customer indemnifies and saves the Company harmless against claims for libel, slander, infringement of copyright arising from the use of material transmitted over its facilities, or infringement of patents arising from combining with or using in connection with, facilities of the Company, apparatus or systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.

4. Calling Privileges

Company tariffs govern and fix the outgoing service of customers and in no manner guarantees to them the same incoming service. All incoming service of a customer depends upon and is limited by the right of a calling customer to such service.



[illegible]

J.W. Boyce (1884-1915)
John B. Murphy (1924-1966)

Originals forwarded via: ☒ First Class Mail
☐ Overnight Express
☐ Originals not forwarded

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

**IN THE MATTER OF THE
COMPLAINT FILED BY
RANDY KIEFFER, STURGIS,
SOUTH DAKOTA, AGAINST
U S WEST COMMUNICATIONS,
INC. REGARDING TELEPHONE
SERVICE OUTAGES AND
INADEQUATE SERVICE**

TC98-176

**ANSWER TO COMPLAINT
AND CERTIFICATE OF SERVICE**

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2. In addition, U S WEST admits that Customer requested special construction during 1997. A copy of the Excess Construction and Custom Work Billing Service Agreement dated as of October 8, 1997 is attached hereto as Exhibit A.

3. U S WEST has credited and will credit the Customer for any days the Customer was out of service. In regard to any damages suffered by the Customer as alleged in the Complaint, such damages, if any, are limited by the applicable tariff which has been filed and approved by the Commission, which is attached hereto as Exhibit B. In addition, in the extent that such damages alleged by the Customer are not limited by the tariff, U S WEST remits the Customer to prove any damages sustained.

DATED this 11th day of November, 1998.



Thomas J. Welk
BOYCE, MURPHY, McDOWELL &
GREENFIELD, L.L.P.
101 North Phillips Avenue, Suite 600
P. O. Box 5015
Sioux Falls, SD 57117-5015
(605) 336-2424

Attorneys for U S WEST Communications, Inc.

CERTIFICATE OF SERVICE

I, Thomas J. Welk, do hereby certify that I am a member of the law firm of Boyce, Murphy, McDowell & Greenfield, L.L.P., and on the 11th day of November, 1998, a true and correct copy of U S WEST's Answer to Complaint was sent via US mail, postage prepaid, to the following address:

Randy Kleffer
HC 77, Box 260
Sturgis, SD 57785



Thomas J. Welk

CST 2034

25:41 26. 41 100

Northwestern Bell d/b/a U's WEST Communications

Form 250
11-20-89
Rev. 016-000000 104
(A G. 81, Sec 3)Excess Construction And Custom Work
Billing Service Agreement

The undersigned customer has requested special construction described as follows:

Place a total of 12,550 feet of buried wire
for service to Randy Kieffer at HC72, Box 240
Sturgis, S.D. 57785.

Estimated Cost:

Total wire placement	=	\$ 12,550 Fr.
One half mile free	=	3,640 Fr.
Total billable	=	9910 Fr.
Cost per foot	=	\$ 24
Total Cost	=	\$ 2378.40

The undersigned customer will be billed:

☒ Negotiated Amount of \$ _____
☐ Actual Cost in Excess of \$ _____
☐ Actual Cost ☐ Actual Cost Not to Exceed \$ _____
☒ Estimated Amount \$ 2378.40

The undersigned customer agrees to indemnify and save harmless the Company against all claims arising out of damage to the person or property of the parties hereto or their employees or members of the general public caused by or arising out of the special construction, except for the portion of the claim attributable to the negligence or intentional tort of U's WEST Communications, its employees or agents.

The undersigned customer further agrees that the title of the specially constructed line, cable or facilities shall be vested and remain in the U's WEST Communications. The undersigned customer further agrees not to receive any compensation for the assistance, labor, material or supplies that the customer may furnish.

The customer agrees to pay the cost for such construction in accordance with Company filed tariffs.

Dated October 9, 1992 Northwestern Bell Telephone Company d/b/a U's WEST Communications

By Dennis SerflingTelephone No. 605-347-4082

Accepted:

[Signature]
(Customer)

By Randy KiefferTelephone No. 605-347-2532Address HC72 Box 240Sturgis, S.D. 57785

SECTION 2

Page 25

Release 1

Effective: 12-5-93

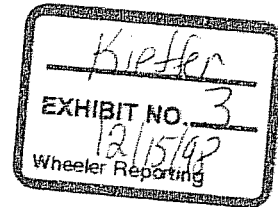
2.4 LIABILITY OF THE COMPANY

Figure 1. The effect of the concentration of the *Agrobacterium* suspension on the transformation efficiency of *Agrobacterium* strains.

- ## Discussion

~~Company will~~ govern and fix the outgoing service of customers and in no manner guarantee to them the same incoming service. All incoming service of a customer depends upon and is limited by the right of a calling customer to such service.

Randy Kieffer
HC77, Box 260
Sturgis, SD 57785



12-10-98

RE TC98-176 (Randy Kieffer)

I have done some research on the dates that the telephones were out of service or an issue. The following dates are submitted for problems with the phone number (605) 347-7532 located at my place of residence:

12-10-98	10-5-98	9-19-98	9-08-98	8-17-98 to
8-23-98	7-29-98	6-8-98	6-7-98	5-27-98

11-05-97 was the date to my understanding of phone connection on this line at a price of approximately \$2500.

The following dates are submitted for the phone number (605) 347-9566 which is in my name at my fathers residence:

12-10-98	10-5-98	9-8-98	8-17-98to 8-23-98
6-6-98	6-5-98	5-27-98	2-11-98 (911 call)
12-6-97	11-20-97	11-09-97	11-05-97
9-19-97	6-30-97	6-29-97	4-18-97
4-17-97	12-31-96	12-30-96	12-19-96

12-18-96---There are more dates, but that was all that was accessible for this number.

For the time period of 8-17-98 to 8-23-98:

Daily travel to and from Sturgis by my wife Susan to use my dad's significant other's phone to make personal phone calls to her father because of open heart surgery and to try to call in the phone as being out (6 days total).

Daily travel for my dad to go into Sturgis to try to call in the phone line out of service (3 days). Additional trip to Rapid City to get a part, but the part was not available (wasted trip), had to go elsewhere.

My trying to call in the problem from work and I had to go in early to do this (tried 3 days to call, stress from clients and my supervisors not being able to get a hold of me, dealing with issues that were preventable if I had received a phone call)

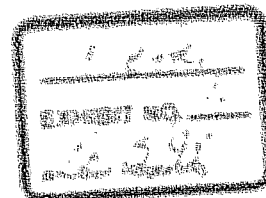
Inconvenience for my dad's significant other because everyone was at her place making calls and trying to call in the phone problem (meals, cleaning house after everyone, stress)

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Last Call Return

When you can't answer on time, press *69 to hear the caller's number. Then press 1 to automatically connect your call.

Three Way Calling

To add a second person to your call, press and release the *Flash* button. Listen for three quick beeps, then dial the second person. Press the *Flash* button and you're all connected.

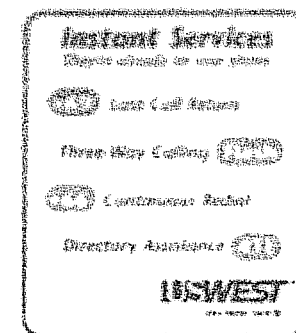
Continuous Redial

If a busy signal keeps you from getting through, press *66 and your phone will dial the number automatically for you, for up to 30 minutes.

Directory Assistance

Press 411 to find any listed number, anywhere.†

*Punch out and save these
cards as quick reminders of
your Instant Services*



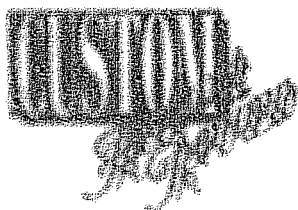
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- Flash** Three-Way Calling
- *66** Continuous Redial
- 411** Directory Assistance

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†Charges for Directory Assistance vary by state and are not capped



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014

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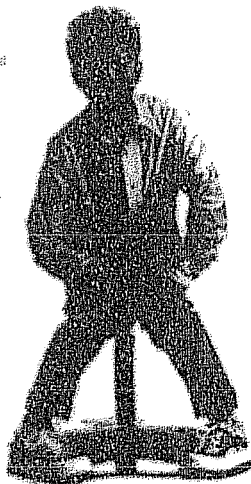
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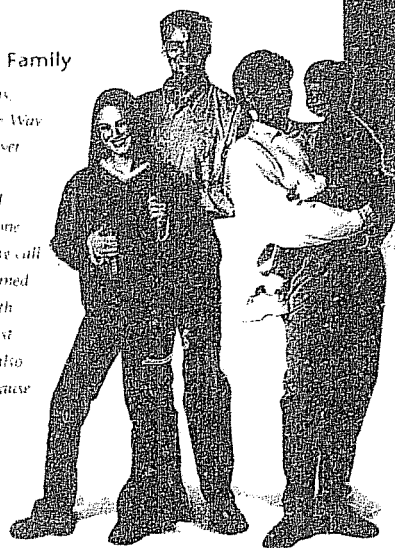
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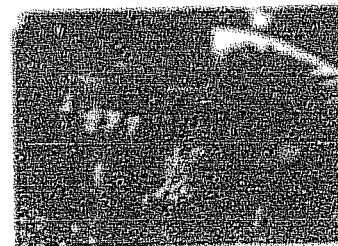
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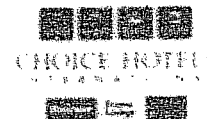
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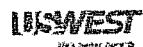
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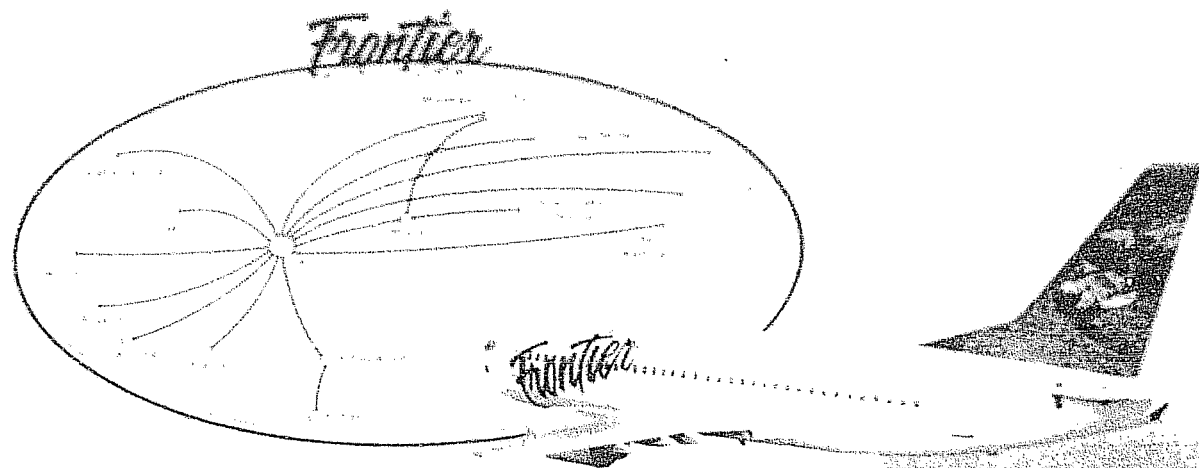


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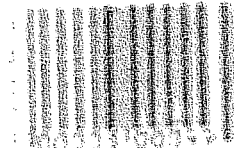
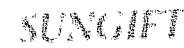


$$\begin{aligned} \frac{d}{dt} \left(\frac{1}{2} m \dot{x}^2 \right) &= m \dot{x} \ddot{x} = m \dot{x} \left(-\frac{1}{2} \frac{v^2}{r} \right) = -\frac{1}{2} m \dot{x} \frac{v^2}{r} \\ \frac{d}{dt} \left(\frac{1}{2} m \dot{y}^2 \right) &= m \dot{y} \ddot{y} = m \dot{y} \left(-\frac{1}{2} \frac{v^2}{r} \right) = -\frac{1}{2} m \dot{y} \frac{v^2}{r} \\ \frac{d}{dt} \left(\frac{1}{2} m \dot{z}^2 \right) &= m \dot{z} \ddot{z} = m \dot{z} \left(-\frac{1}{2} \frac{v^2}{r} \right) = -\frac{1}{2} m \dot{z} \frac{v^2}{r} \end{aligned}$$


FOR



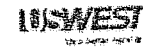
1. The first part of the document is a letter from the President of the United States to the Congress, dated January 3, 1862. The letter is signed by Abraham Lincoln and is addressed to the Senate and House of Representatives. The letter discusses the state of the Union and the progress of the war against the Confederacy. It also mentions the President's efforts to maintain the Union and his commitment to the principles of liberty and justice for all.

[illegible]

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 2. 在 1990 年 1 月 1 日以后，
 3. 在 1990 年 1 月 1 日以后，
 4. 在 1990 年 1 月 1 日以后，
 5. 在 1990 年 1 月 1 日以后，
 6. 在 1990 年 1 月 1 日以后，
 7. 在 1990 年 1 月 1 日以后，
 8. 在 1990 年 1 月 1 日以后，
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[illegible]

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[illegible]

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Save up to \$15.00 on Additional Line and Phone Jack Installation

If you surf the Internet—or if you use a fax machine, live with teenagers or work from a home office, it can be hard to get the phone when you need to. An Additional Line can be the solution.

Now's a great time to commit to an Additional Line. Save up to \$15.00 on orders between November 23, 1998 and January 30, 1999.

- You'll save \$15.00 on Additional Line installation.
- You'll save another \$15.00 on the phone jack installation.
- And, as a Premier customer, you can save an extra \$5.00 on jack installation with the certificate below—for a total savings of \$35.00!

Exclusive Premier Customer Bonus Certificate

Get an extra \$5.00 off the installation charge for a phone jack for your Additional Line.

To get your extra savings:

- First, order your Additional Line and phone jack. Be sure to ask for your order number.
- Then complete the certificate below with your order number and mail by January 30, 1999. Your savings will be credited to your U.S. WEST bill.

Additional Line installation offer good for up to two new lines per residential customer. Jack installation offer limited to one per residential customer. Offers apply to the standard non-recurring charge for installation. Additional lines not available in all areas. Savings will appear as a credit on your U.S. WEST telephone bill after installation.

U.S. WEST Premier Exclusive Bonus Certificate



After ordering your Additional Line and phone jack, fill out and mail this certificate to U.S. WEST Premier Offer, P.O. Box 7309, San Francisco, CA 94120-7309. You'll receive \$5.00 in extra savings if postmarked by January 30, 1999.

Name: _____

Service address: _____

City: _____ State: _____ Zip: _____

Billing telephone number: _____

Order number: _____

(Ask for number when you place your order)

Certificate must be complete to process discount. Offer valid between November 23, 1998 and January 30, 1999. Your additional savings will appear as a separate \$5.00 credit on your U.S. WEST phone bill approximately eight weeks from receipt of this certificate.

Save an extra
\$5.00
on Your Phone Jack
Installation

USWEST
Give Better Service



Go online with U S WEST.net and get
FREE activation, FREE first month and
a fast, FREE 56K modem

3 great reasons to choose U S WEST.net

At a single glance, it's not surprising why thousands of people have
to find with absolutely zero effort. And no activation and installation
cost. Everything's included for free!

It's easy to see why thousands of people have chosen U S WEST.net as a business to join. In fact, you can be
online within minutes of our very own 1-888-287-9638 number.

It's convenient. With U S WEST.net, you can connect from anywhere, anytime. It
has just a single number to call and a single number to use. And
we'll make U S WEST.net a convenient choice for you.

Here's what you get with U S WEST.net, all for \$19.95 per month

- Unlimited Internet access
- Customized Netscape
Navigator 4.0 browser
- Speeds up to 56K*
- A step-by-step CD-ROM tutorial
- Two e-mail boxes (Use one for
yourself and one for the kids—
or one for home and one for
business)
- Live technical support 24
hours a day, 7 days a week

FREE modem offer valid only when subscriber registers within 30 days of ordering. Service may not be available in certain
areas. Long distance charges apply for Internet customers who access their service from outside the local calling area.
*U S WEST's network is architected to support, but does not guarantee, speeds up to 56K using the k56 flex protocol.

Premier customers! Save up to 33% on season tickets

- FREE activation
- FREE first month
- Get a FREE 56K modem

To order U S WEST.net, call 1-888-287-9638

Making Life Better in South Dakota

Just for our Premier customers: save 33% on season tickets

The U S WEST Foundation is proud to provide funding for the
Sioux Falls Community Playhouse. Come and applaud this season's
fantastic productions. To call and order your tickets, call 605-336-7418.
To learn more, visit our website at www.uswest.net.

U S WEST Premier Offer

Save 33%
on 1998-99
Season
Tickets!

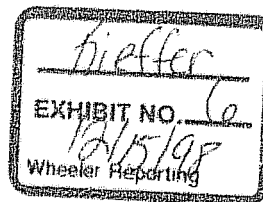
Get a Sioux Falls Community
Playhouse 1998-99 season ticket
for the remaining productions
for just \$36.00 (regularly \$54.00).

To order and for more informa-
tion, call the business office at
605-336-7418. Offer expires
December 31, 1998.



USWEST
Life's Better Here

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA



IN THE MATTER OF THE APPLICATION OF)
U S WEST COMMUNICATIONS TO REPLACE)
ITS GENERAL EXCHANGE TARIFF AND)
LOCAL EXCHANGE TARIFF WITH A NEW)
EXCHANGE AND NETWORK SERVICES)
TARIFF.)

ORDER APPROVING
TARIFF REVISIONS

TC93-141

On November 9, 1993, U S West Communications (USWC) filed an application with the Public Utilities Commission (Commission) for approval of its new Exchange and Network Services Tariff and new Exchange and Network Services Catalog, Advanced Communications Services Catalog and Access Services Catalog.

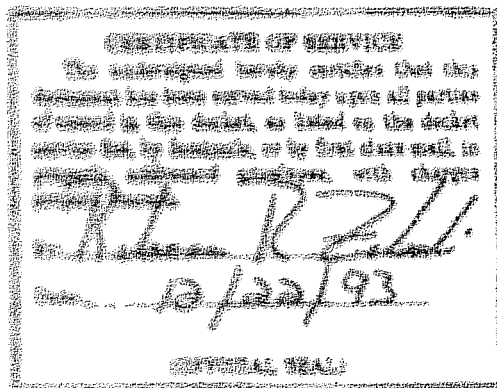
The revised pages reflect changes in the format of the tariff but no rates have been changed. The purpose of this filing is to develop a format that is uniform throughout USWC's 14 states. These services are classified non-competitive, emerging competitive and fully competitive. The emerging competitive products, i.e. Message Telecommunications Service and Wide Area Telecommunications Service have been reformatized and are now located in Sections 6 and 7 of the Exchange and Network Services Catalog.

On November 10, 1993, the Commission faxed notice of the filing and the intervention deadline of November 20, 1993, to interested individuals and entities. No petitions to intervene or comments were filed and at its regularly scheduled December 14, 1993, meeting, the Commission considered USWC's request for approval of its revised tariff. Commission Staff recommended approval.

The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically under SDCL 49-31-1.1, 49-31-1.2, 49-31-1.3, 49-31-1.4, 49-31-3, 49-31-4, 49-31-12, 49-31-12.2, 49-31-12.4 and 49-31-12.5. Upon review of USWC's filing, the Commission concludes that the proposed tariff revisions are fair and reasonable and should be approved. As the Commission's final decision in this matter, it is therefore

ORDERED, that USWC's proposed tariff revisions for its new Exchange and Network Services Tariff and related Catalogs are hereby approved as revised and shall be effective for telecommunications services rendered on and after December 5, 1993.

Given at Pierre, South Dakota, this 22nd day of December, 1993.

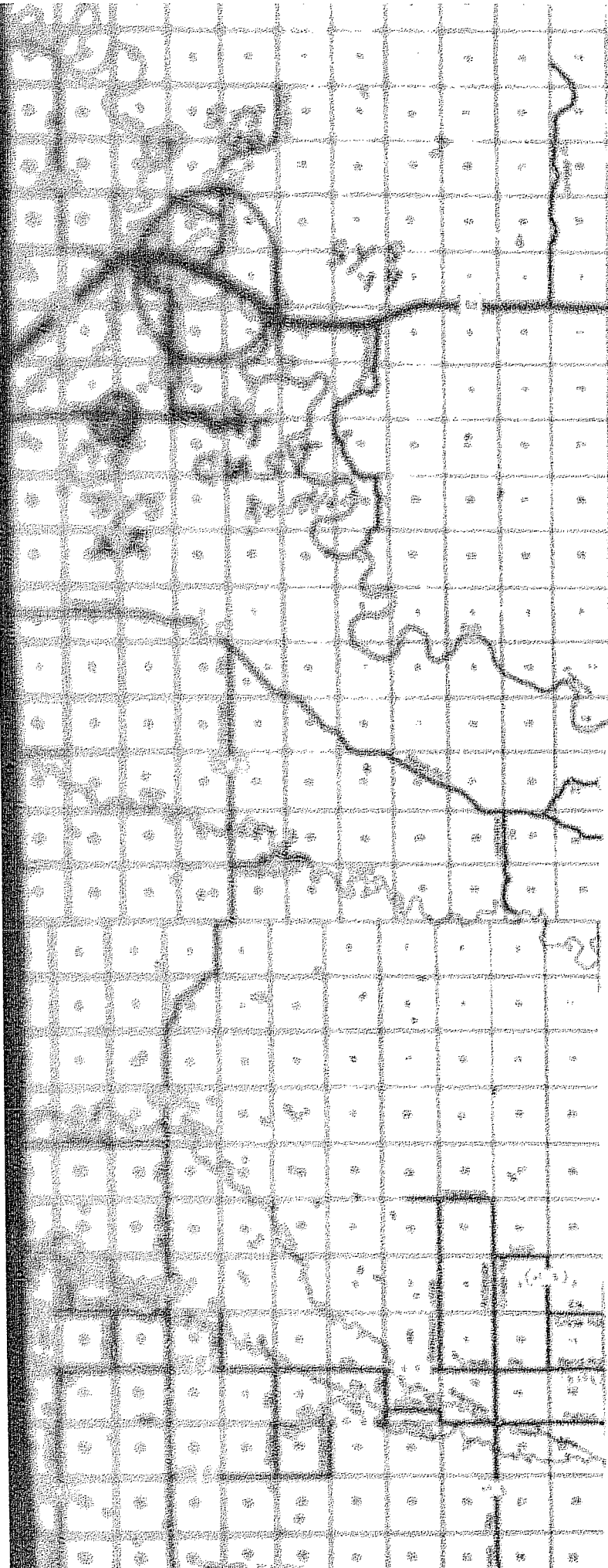
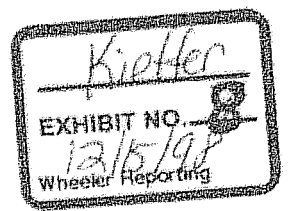


BY ORDER OF THE COMMISSION:

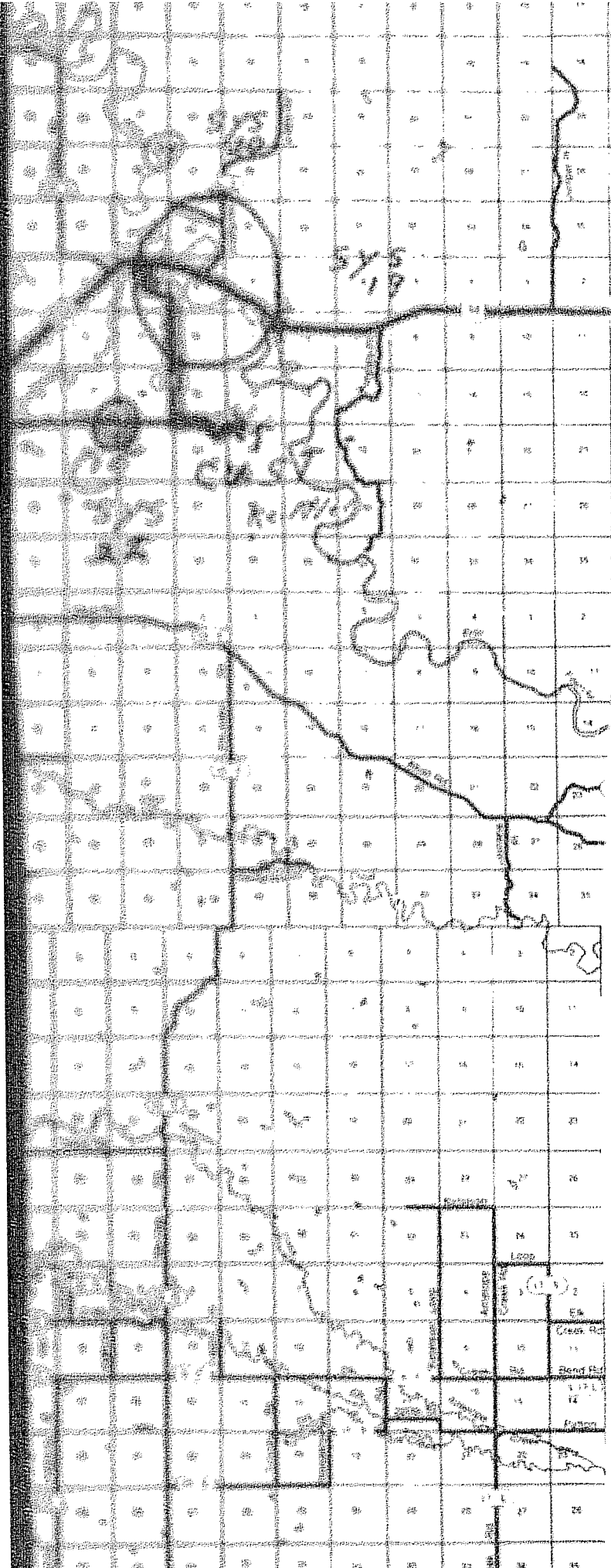
Askra Schoenfelder
ASKRA SCHOENFELDER, Chairman

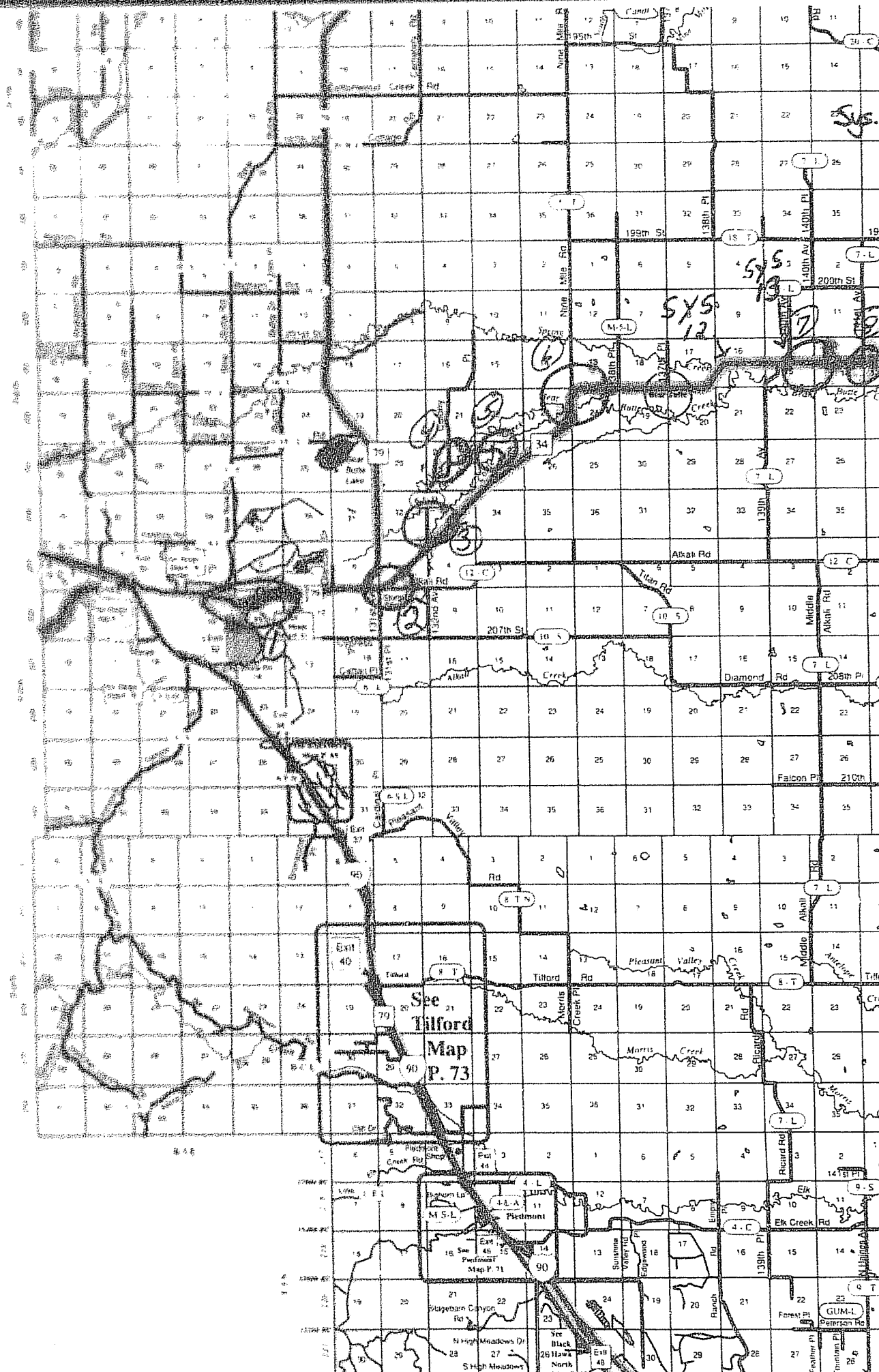
Kenneth Stoffelman
KENNETH STOFFELMAN, Commissioner

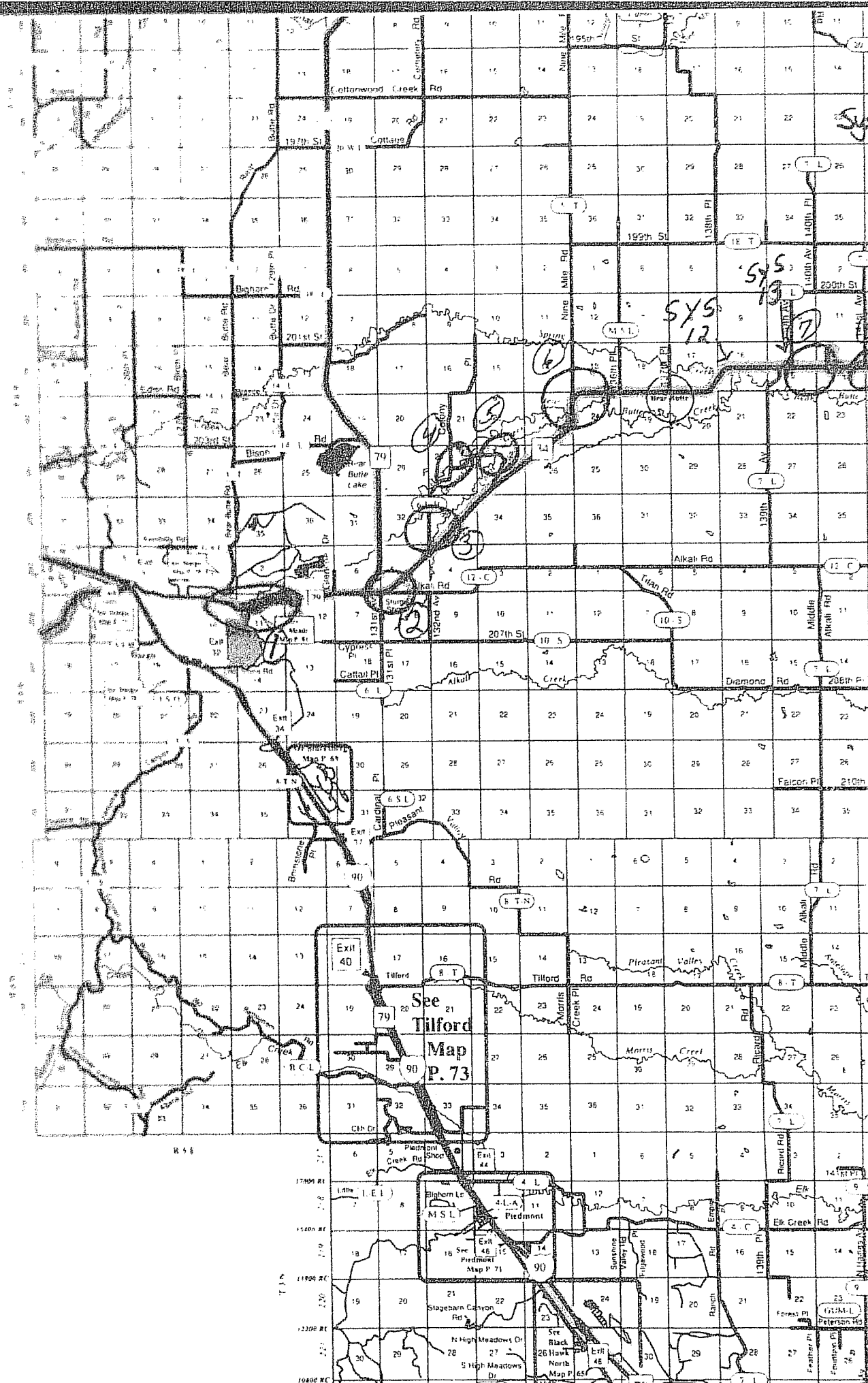
James A. Burg
JAMES A. BURG, Commissioner



Kieffer
EXHIBIT NO. 8
12/5/95
Wheeler Reporting







Shirley East

CRAS History for Wire Center 605347 between 12-01-1997 and 11-30-1998

Found Cable Pair Name No CTTN Code 04s Code 09s Caus Disp Trouble

Circuit GEOID Name Complete Rpt RptTcc Date Cat Src Id Remarks

pgs6a12 1	pgs6a12 1	24334	1	310 0461 x n5c14k9	220302 6053472262	01-07-1998 1000 sax	m.00 00 00000000replaced cap and signal card
1	pgs6a12 1	33200	1	310 0461 x n5c14k9	220302 6053472262	11-15-1998 nc00 sax	m.00 00 00000000replaced cap and signal card
1	pgs6a12 1	33277	1	310 0411 x n5c14k9	220302 6053472262	10-27-1998 1000 sax	m.00 00 00000000replaced cap 207 1
1	pgs6a12 1	49216	1	310 0611 x n5c14k9	220302 6053472262	07-01-1998 1000 sax	m.00 00 00000000replaced cap 207 1
3	pgs6a12 1	24121	1	310 0411 x n5c14k9	220302 6053472262	01-10-1998 1000 sax	m.00 00 00000000replaced cap
4	pgs6a12 4	33977	1	310 0411 x n5c14k9	220302 6053472262	10-23-1998 1000 sax	m.00 00 00000000replaced cap & signal from cable fault
10/20/98							

count	6						
sum	6						
pgs6a12 4	pgs6a12 4	24524	1	310 0411 136-4	220302 6053472262	01-10-1998 1000 sax	m.00 00 00000000replaced cap

count	1						
sum	1						
pgs6a12 1	54172	1	310 0461 n5c14k9	999999 6053475472	10-09-1998 nc00 sax	replaced 681 signal cars	
pgs6a12 1	54483	1	600 0910 179-2	777777 6053475472	10-13-1998 nfcc sax	tok nif	
pgs6a12 4	54173	1	310 0461 n4c14k9	999999 6053472262	10-09-1998 nc00 sax	replaced 681 signal card	

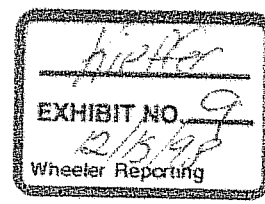
count	0						
sum	2 1						

count	9						
sum	11 1						

12/5/98

EXHIBIT NO. 9

Wheeler Reporting



CRAS History for Wire Center 605347 between 12-01-1997 and 11-30-1998

Found Cable	Found Cable Pair Name	Pair No	Code CTTN	Code 04s	Code 09s	Caus Disp	Trouble Code Address	Circuit GEOID Name	Complete Date	Rpt Cat	RptTcc Src Id	Remarks
-------------	-----------------------	---------	-----------	----------	----------	-----------	----------------------	--------------------	---------------	---------	---------------	---------

5426	pgs6a13 2	54791	1	310 0461	207-1			220202 6053475324	10-15-1998 nc00 sax			replaced system battery

count	1											
sum	1											
pgs6a13 1	pgs6a13 1	26621	1	310 0431 x n5c10s9				220202 6053474970	02-08-1998 7b00 sax			m.00 00 00000000whole system was down
2	pgs6a13 2	26636	1	600 0910 x n5c10s9				220202 6053475324	02-08-1998 nfcc sax			m.00 00 00000000trb.cld on sat
2	pgs6a13 2	55768	1	310 0411 x n5c10s9				220202 6053475324	10-21-1998 1000 sax			m.00 00 00000000repaired ca pr
2	pgs6a13 2	51984	1	310 0461 x n5c10s9				220202 6053475324	09-23-1998 nc00 sax			m.00 00 00000000rpt bad channel card
3	pgs6a13 3	34714	1	310 0411 n5c10s9				220202 6053479238	04-29-1998 1000 sax			m.00 00 00000000replaced cap

pgs. #13

CRAS History for Wire-Center 605347 between 12-01-1997 and 11-30-1998

Found Cable	Found Cable Pair Name	Pair No	Code CTTN	Code 04s	Code 09s	Caus Code	Disp Code	Trouble Code Address	Circuit GEOID Name	Complete Date	Rpt Cat	Rpt Sec	Id	Remarks
pgs6a19 1	pgs6a19 1	55712	1	310	0411	265 2		220302 6053472569	10-31-1998	1000 sax	m,00 00 000000	repaired ca pi		
2	pgs6a19 2	54886	1	300	0910	274 2		220302 6053473163	09-13-1998	nc00 sax	m,00 00 000000	called out sys repd yesterday		
2	pgs6a19 2	54400	1	310	0461	274 2		220302 6053473163	10-27-1998	nc00 sax	m,00 00 000000	repl 6181 card		
2	pgs6a19 2	53859	1	310	0461	274 2		220302 6053473163	10-08-1998	nc00 sax	repl analog carrier system			
3	pgs6a19 3	28573	1	310	0411	274 2		220302 6053473163	01-03-1998	1000 sax	m,00 00 000000	show in term		
3	pgs6a19 3	49742	1	310	0461	274 2		220302 6053473163	09-04-1998	nc00 sax	m,00 00 000000	repaired carrier pair		
3	pgs6a19 3	00171	5	310	0411	186 1		177777 6053473233	09-08-1998	1000 sax	repl ca pi			

count 7
sum 10 1

count 7
sum 10 1

CRAS History for Wire-Center 605347 between 12-01-1997 and 11-30-1998

Found Cable	Found Cable Pair Name	Pair No	Code CTTN	Code 04s	Code 09s	Caus Code	Disp Code	Trouble Code Address	Circuit GEOID Name	Complete Date	Rpt Cat	Rpt Sec	Id	Remarks
5 410	pgs6a20 4	47409	1	310	0411	n8c19e9		220302 6053473208	08-13-1998	1000 sax	m,00 00 000000	rep ca pi		
count	1													
sum														

pgs6a20 2	pgs6a20 2	59719	1	310	0461	n8c19 e9		220302 6053475613	11-20-1998	nc00 sax	m,00 00 000000	repl sys		
3	pgs6a20 3	49774	1	310	0461	n8c19 e9		220302 6053473233	09-04-1998	nc00 sax	m,00 00 000000	repaired carrier pair		
3	pgs6a20 3	59721	1	310	0461	n8c19 e9		220302 6053473233	11-20-1998	nc00 sax	m,00 00 000000	repl sys		
4	pgs6a20 4	00213	1	310	0461	repl 1234		220302 6053473208	09-18-1998	nc00 sax	371	chngd all repeaters pos & chkd caps		
5	pgs6a20 2	00346	4	310	0461	pgs6a20		220302 6053475613	10-11-1998	nc00 sax	bad repeater card & repld carrier pi			
5	pgs6a20 5	47408	1	310	0411	n8c19 e9		220302 6053473289	08-13-1998	1000 sax	m,00 00 000000	rep ca pi feed ana syst		
5	pgs6a20 5	59722	1	310	0461	n8c19 e9		220302 6053473289	11-20-1998	nc00 sax	m,00 00 000000	repl sys		

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Telephone 605 224-3434
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RECEIVED
JAN 23 1999
STATE OF SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION

January 23, 1999

RECEIVED

Mr. William Bullard
Executive Director
Public Utilities Commission
State Capitol Building
500 East Capitol Avenue
Pierre, SD 57501

Re: In the Matter of the Complaint Filed by Randy Kieffer, Sturgis, South Dakota, against
U S WEST Communications, Inc. Regarding Telephone Service Outages and Inadequate
Service (TC 98-176)

In the Matter of the Complaint Filed by Lorena Spear, Hill City, South Dakota, against
U S WEST Communications, Inc. Regarding Telephone Service Outages and Inadequate
Service (TC 98-155)

Dear Bill:

We received the transcripts from the above-entitled hearings on today's mail. Pursuant to the Commission's instructions, we will serve our responsive brief in the Kieffer case and our proposed findings and conclusions in both cases on or before February 3, 1999.

Sincerely yours,

BOYCE, MURPHY, McDOWELL
& GREENFIELD LLP

Tamara A. Wilka

TAW/vjj

cc: Carmon Hoseck
Todd Lundy
Tom Welk

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P.O. Box 4014
Sioux Falls, South Dakota 57117-4014

Telephone 605 336-2434
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February 8, 1999

RECEIVED

Mr. William Bullard
Executive Director
Public Utilities Commission
State Capitol Building
500 East Capitol Avenue
Pierre, SD 57501

STATE OF SOUTH DAKOTA PUBLIC
UTILITY COMMISSION

FAX Received Feb 09 1999

Re: In the Matter of the Complaint Filed by Randy Kieffer, Sturgis, South Dakota against
U S WEST Communications, Inc Regarding Telephone Service Outages and Inadequate
Service (TC 98-176)

Dear Bill:

Please find enclosed the original and three (3) copies of U S WEST Communications, Inc.'s brief
together with the Certificate of Service

In my correspondence to you of January 25, 1999, I indicated I would also be filing proposed
findings and conclusions in this case and in the Spear case. Upon reviewing the transcripts, I
have since discovered the Commission did not set a deadline for filing proposed findings and
conclusions. Since no deadline has been set and the record remains open in both cases, U. S.
WEST is not filing findings and conclusions at this time but reserves the right to do so at the
appropriate time.

Sincerely yours,

BOYCE, MURPHY, MCDOWELL
& GREENFIELD LLP

Tamara A. Wilka

TAW/vjj

Enclosure

cc: Carmon Hoseck
Randy Kieffer
Todd Lundy
Tom Welk

BOYCE, MURPHY, McDOWELL & GREENFIELD, L.L.P.

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February 8, 1999

RECEIVED

Randy Kieffer
HC 77, Box 260
Sturgis, SD 57785

FEB 11 1999
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Camron Hoseck
SD Public Utilities Commission
500 East Capitol
Pierre, SD 57501

Re: In the Matter of the Complaint Filed by Randy Kieffer, Sturgis, South Dakota, against U S
WEST Communications, Inc. Regarding Telephone Service Outages and Inadequate Service
TC 98-176

Dear Mr. Kieffer and Mr. Hoseck:

Enclosed please find the a copy of U S WEST's Brief and Certificate of Service

Sincerely yours,

BOYCE, MURPHY, McDOWELL
& GREENFIELD, L.L.P.


Tamara A. Wilka

TAW/vjj

cc: Colleen Sebold (w/enc.)
Todd Lundy (w/enc.)

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

IN THE MATTER OF THE
COMPLAINT FILED BY
RANDY KIEFFER, STURGIS,
SOUTH DAKOTA, AGAINST
U S WEST COMMUNICATIONS,
INC. REGARDING TELEPHONE
SERVICE OUTAGES AND
INADEQUATE SERVICE

TC98-176

U S WEST COMMUNICATIONS,
INC.'s BRIEF

U S WEST Communications, Inc. ("U S WEST") submits this brief in response to the Staff
Brief regarding damages

- 1 Damages are limited pursuant to ARSD 20:10:07:05 and the terms of U S WEST's Network
Services Tariff

Staff asserts that if the Commission finds sufficient facts of inconvenience suffered by Randy
Kieffer, it may award damages for inconvenience under SDCL 49-31-11. Staff Brief at 9. Staff's
argument relies on two underlying premises: telecommunications customers have an unrestricted
right to claim damages before the Commission and U S WEST's tariff, which attempts to limit its
liability, is invalid and unenforceable. Staff Brief at 1. Staff's arguments are misplaced because they
ignore ARSD 20:10:07:05 and the Commission's Order Approving Tariff Revisions dated December
22, 1993 ("Order") (Exhibit 6).

Staff relies on SDCL 49-31-11. It provides

Any person claiming to be damaged by any telecommunications company or network
carrier may either make complaint to the commission or may bring suit on his own
behalf for the recovery of damages in any court of competent jurisdiction in this state,
but no person may pursue both remedies at the same time

This statute provides only for an election of remedies. It does not address damages.

SDCL 49-13-14 provides

The commission may determine the extent of any injury or damage which it finds to have been sustained by any person, telecommunications or motor carrier. If the commission determines that any person is entitled to reparation or to an award of damages, the commission shall make an order directing the telecommunications company or motor carrier to pay to such person the sum of money to which he may be entitled, on or before a named day.

(emphasis added) SDCL 49-31-14 provides no guidance in terms of determining the type of damages to which a customer "may be entitled." However, the Commission's own rules and the Order limit any damage award in this case.

ARSD 20 10.07.05 provides

If the subscriber's service is interrupted for reasons other than the subscriber's negligence or a willful act of the subscriber and the service remains out of order for more than 24 hours after being reported or found to be out of order, the telecommunications company shall make an adjustment or refund to the subscriber. The refund to the subscriber shall be the pro rata part of the monthly charge for the period of days and for that portion of the service and facilities rendered useless or inoperative by the outage. The refund may be accomplished by a credit on subsequent bills for telecommunications service.

(emphasis added). The Commission is bound by its own regulations and cannot engage in selective enforcement. State ex rel. Anderson-El v. Shade, 510 N.W.2d 805 (Wis. App. 1993); Hanks v. Dept. of Social Services, 426 N.W.2d 759 (Mich. App. 1988). Applying ARSD 20 10.07.05, the Commission cannot award any damages for service interruptions or outages other than an adjustment to Kieffer's bill.

U S WEST's Network Services Tariff ("the Tariff"), which was approved by the Order, is consistent with ARSD 20:10:07:05 and compels the same result. It provides at Section 2.4 (1)(a)(1):

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, preemption, termination, maintenance, repair, or restoration

¹ No allegation or evidence exists that U S WEST's acts in this case were "willful."

Accord Corporate Investigative Division, Inc. 884 F Supp at 220 See also American Tel & Tel Co. v. City of New York, 83 F 3d 549 (2d Cir 1996)

Staff cites authority for the proposition that inconvenience is a proper element of damages. Staff Brief at 3-4 Such authority is inapposite None of the cases cited by Staff involved a tariff limitation such as the one applicable here or a regulation or order limiting damages Thus, these arguments must be rejected

II The facts do not afford a basis for measuring Mr. Kieffer's loss with reasonable certainty

Alternatively, even if the Commission was to determine that neither the Tariff, the Order nor the regulation apply, "[f]acts must exist and be shown by the evidence which afford a basis for measuring the loss of the plaintiff with reasonable certainty " Koenig v. Weber, 174 N W 2d 218 (S.D. 1970). See also Fredrick v. Dreyer, 257 N W 2d 835 (S D 1977) (reversing with respect to damages on grounds that figures given by Plaintiffs' witnesses as to value of mobile home were too speculative to form foundation for award of damages) Accord Finding of Fact VI, Final Order and Decision in Docket TC97-107 entitled "In the Matter of the Complaint filed by Kathy Rottenbacher, Newell SD, against Stateline Telecommunications, Inc Regarding Unpublished Address" ("Damages may not be based on speculation but must be proven with reasonable certainty ") There is no such evidence in this case and, therefore, Mr. Kieffer's claim for damages must be rejected because it is speculative.

Mr. Kieffer seeks to recover damages totaling \$6,190.00, broken down as follows

Time (61 hours @ \$50.00 per)	\$3,050.00
Psychological Stress	2,000.00
Mileage (640 miles @ \$1.00 per mile)	640.00
Frustration surrounding unavailability of Caller-ID	500.00
	\$6,190.00

Exhibit 3. There is nothing in the record that affords a basis for measuring such a loss with reasonable certainty:

- Q: So the time that you have requested in your damage of \$50 an hour does not have anything to do with the amount of wages you or your wife receive actually for the work you do?
- A: Right.
- Q: You essentially just picked that number out of the air?
- A: That's what I feel is fair compensation
- Q: But you picked that number out of the air based upon what other people charge you for their services, correct?
- A: Right.
- Q: Now, the amounts for \$1,000 for psychological stress,³ that related to the time between August 17th and August 23rd
- A: Yeah. Yes.
- Q: And did you just pick that number out of the air, too?
- A: My wife and I talked about what we figured would be fair compensation to settle this
- Q: But did you have some factual basis, or did you just pick that number out of the air as the two of you talked?
- A: We picked—I figured basically it's what was involved with our time. I mean, when you start talking about daily fights and everything—and, you know, people were upset 24 hours a day. So that's fair
- Q: So you want to get paid \$50 an hour for fighting with your wife, is that right?
- A: Figure it out.
- Q: Pardon me?
- A: Calculate it out on a 24-hour basis, seven days

³ Mr. Kieffer testified that he is seeking \$1,000 for himself and an additional \$1,000 for his wife. Hearing Transcript at 21.

Q Is that what you're asking for, is to get paid \$50 an hour for fighting with your wife?

A If that's how you want to interpret it, yes.

* * * *

Q The dollar per hour mileage that you requested, again that's based upon what others charge you to come out to your place?

A Right

* * * *

Q But does it cost you a dollar per hour—dollar per mile to drive your vehicle back and forth to Sturgis?

A Apparently the other people when they come out to my place feel it costs them that

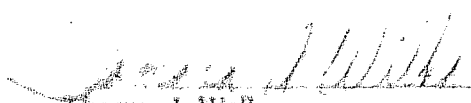
Hearing Transcript at 20-23 (emphasis added). Mr. Kieffer's testimony consists solely of speculation and opinions not based on his own loss. It is settled law that a party cannot claim a version of the facts more favorable than his own testimony.⁴ Mr. Kieffer's testimony does not provide a basis for measuring the alleged loss with any reasonable certainty.

CONCLUSION

Damages in this case are limited under the Tariff, the Order and ARSD 20 10 07 05. In addition, because Mr. Kieffer has already been compensated in accordance with the Tariff and regulation, the Commission is precluded from awarding further damages. Alternatively, even if the Commission was to disregard the damage limitation, Mr. Kieffer's damages are speculative and the facts do not afford a sufficient basis for measuring his loss with reasonable certainty.

⁴ Guthmiller v. South Dakota Dept. of Transp., 502 N.W.2d 586, 589 (S.D. 1993); State v. Jacobson, 491 N.W.2d 455 (S.D. 1992); Trammell v. Prairie States Ins. Co., 473 N.W.2d 460, 463 (S.D. 1991); Waddell v. Dewey County Bank, 471 N.W.2d 591, 595 n.3 (S.D. 1991); Lalley v. Safway Steel Scaffolds, Inc., 344 N.W.2d 139, 141 (S.D. 1985); Myers v. Lennox Co-op Ass'n, 307 N.W.2d 863 (S.D. 1981); Swee v. Myrl & Roy's Paving, Inc., 283 N.W.2d 570 (S.D. 1979).

Noted on the 12th day of February, 1999


Thomas J. Welk
Tamara A. Wilka
BOYCE, MURPHY, McDOWELL &
GREENFIELD, L.L.P.
101 North Phillips Avenue, Suite 600
P. O. Box 5015
Sioux Falls, SD 57117-5015
(605) 336-2424

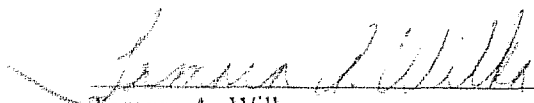
Attorneys for U S WEST Communications, Inc.

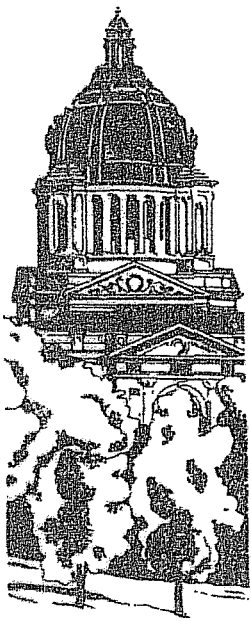
CERTIFICATE OF SERVICE

I, Tamara A. Wilka, do hereby certify that I am a member of the law firm of Boyce, Murphy, McDowell & Greenfield, L.L.P. and on the 5th day of February, 1999, a true and correct copy of U S WEST's Bond was sent via U S mail, postage prepaid, to the following address

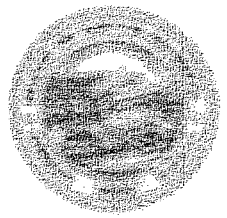
Barth Kistler
101 W. Main Street
Sioux Falls, SD 57104

Charles Horack
SD Public Utilities Commission
100 Capitol Avenue
Pierre, SD 57501


Tamara A. Wilka



South Dakota Public Utilities Commission



State Capitol Building, 500 East Capitol Avenue Pierre, South Dakota 57501-3070

February 12, 1999

Mr. Randy Kieffer
HC 77, Box 260
Sturgis, SD 57785

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

Re: Kieffer Complaint NO. 5 WE 51
Docket TC98-176

Dear Folks

Enclosed each of you will find a copy of Staff's Report that is the above captioned matter. This is intended as service upon you by staff.

Very truly yours,

Camron Hoseck
Staff Attorney

CH:dk
Enc

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

Transportation/
Warehouse Division
Telephone (605)773-5280
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♦
Jim Burg
Chairman
Pam Nelson
Vice-Chairman
Laska Schoenfelder
Commissioner

William Bullard Jr.
Executive Director

Edward R. Anderson
Harlan Best
Martin C. Bettmann
Charlie Bolle
Sue Cichos
Karen E. Cremer
Marlette Fischbach
Shirleen Fugitt
Lewis Hammond
Katie Hartford
Leni Healy
Camron Hoseck
Dave Jacobson
Boh Knadle
Delaine Kolbo
Jeffrey P. Lorensen
Terry Norum
Gregory A. Rislov
Tammi Stangohr
Steven M. Wegman
Rolayne Ailts Wiest

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

IN THE MATTER OF THE COMPLAINT)	STAFF'S REBUTTAL BRIEF
FILED BY RANDY KIEFFER, STURGIS,)	
SOUTH DAKOTA, AGAINST U S WEST)	TC98-176
COMMUNICATIONS, INC. REGARDING)	
SERVICE PROBLEMS)	

Staff relies upon its authority submitted in its hearing brief and in addition submits the following:

1. The right of Randy Kieffer to claim damages is not limited by administrative rule or U S WEST's tariff.

U S WEST in its attempt to avoid responsibility initially puts up two defenses (1) the Commission rule 20:10:07:05 and (2) the tariff at 2 4 1 limits the exposure which was approved by the Commission. This position fails for several reasons

First, ARSD 20:10:07:05 applies only where service is out for over 24 hours. It does not address such service quality issues as the inability to get Caller ID (TR 17), 911 problems (TR 34, et seq.), billing problems (TR 36), static on the lines (TR 37), or service interruptions of less than 24 hours (TR 37).

Further, the administrative rule does not say that the pro rata refund is an exclusive remedy. In other words, it does not prohibit the award of other damages. "It is a general proposition that administrative rules are subject to the same rules of construction as statutes." Estate of Crow v. Jensen, 494 N W 2d 186 (S D 1992). Statutes are to be given their plain and ordinary meaning. State Farm Mutual Auto Insurance Co. v. Ringitz, 1997 S.D. 123, ¶ 22, 571 N.W.2d 155. If the rule would have limited damages to reimbursement for a pro rata share of a subscriber's bill, it would have said so. It did not. The rule is not the final determinant of damages.

The tariff's infirmity is discussed in staff's hearing brief. U S WEST interprets that approval of the tariff by the Commission bestows sanctity upon it. In support of its position it cites SDCL 49-31-12.2 and 49-31-16 as the statutory bases for this filed rate doctrine. Actually, SDCL 49-31-12.1 is the filed rate doctrine. That point aside, these statutes only create presumptions. SDCL 49-31-12.1 creates a presumption that a rate or price is fair and reasonable. SDCL 49-31-16 creates a presumption of the validity of a Commission order.

While an order itself approving a tariff may be valid, that fact alone does not address whether or not, under the filed rate doctrine, the tariff itself is fair and reasonable.

It is to be noted that any presumption of fairness or reasonableness created by SDCL 49-31-12.1 only applies to a rate or price. For reasons stated in staff's hearing brief a limitation on liability is not a rate or price. Therefore, it follows that no presumption is created in favor of a limitation of liability.

Second, the Commission is authorized in complaint cases to look at actions of telecommunications companies and their tariffs - whether they are reasonable, discriminatory or in violation of the laws of this state, among other reasons.

49-13-13. If, after a hearing pursuant to this chapter, it appears to the satisfaction of the commission that anything has been done or omitted to be done in violation of the provisions of laws of this state, or that any individual or joint rate or charge demanded, charged, collected, or received by any telecommunications company or motor carrier subject to the provisions of this title, or that any individual or joint classifications, regulations, or practices of a telecommunications company or motor carrier are unjust, unreasonable, unjustly discriminatory, unduly preferential, prejudicial, or otherwise in violation of the laws of this state, or that any injury or damage has been sustained by any person, the commission may determine and prescribe the just and reasonable charge, to be observed as the maximum to be charged. The commission shall also determine what

classification, regulation, or practice is just, fair, and reasonable to be thereafter followed, and to make an order that such telecommunications company or motor carrier shall cease and desist from the violations to the extent that the commission finds them to exist. The telecommunications company or motor carrier may not thereafter publish, demand, collect or receive any rate or charge for in excess of the maximum rate or charge prescribed and they shall adopt the classification and conform and abide by the regulations or practices prescribed by the commission (emphasis supplied)

The question then becomes: how is U S WEST's tariff unreasonable or in violation of other laws of the state?

If U S WEST's actions are a tort, then it is responsible for damages it causes pursuant to SDCL 20-9-1:

Every person is responsible for injury to the person, property or rights of another caused by his willful acts or caused by his want of ordinary care or skill, subject in the latter cases to the defense of contributory negligence

If U S WEST has caused damage as a result of breach of contract, it is likewise liable under SDCL 21-2-1:

For the breach of an obligation arising from contract, the measure of damages, except where otherwise expressly provided by this code, is the amount which will compensate the party aggrieved for all the detriment proximately caused thereby, or which, in the ordinary course of things, would be likely to result therefrom. No damages can be recovered for a breach of contract which are not clearly ascertainable in both their nature and their origin. (emphasis supplied)

It is submitted that as the tariff limits the right to claim damages by an injured party, it is unreasonable because the two statutes cited above, §§ 20-9-1 and 21-2-1, allow recovery of all damages suffered. Further, by attempting to limit the amount of recovery, the tariff violates these two provisions of law which allow full recovery arising either as a matter of tort or contract. Under the authority of § 49-13-13, the Commission may

prescribe what is reasonable, just and fair. The tariff is not cast in stone it is subject to challenge and it is not beyond reproach.

Statutes are to be read in such a manner as to make them harmonious and workable. Welcome Wagon International v. South Dakota Department of Revenue, 318 N W 2d 5 (S D. 1982). Here, a tariff that attempts to limit U S WEST's liability must necessarily be considered in light of § 49-1-11. It must be considered in light of the fairness and reasonableness standard of § 49-13-13. It must be considered in the light of violation of other sections of the law under § 49-13-13, does it frustrate statutory rights of recovery? Finally, it must be considered in a very fundamental sense as a limitation of liability a rate or price under § 49-31-12?

Considering all of these statutes together, it is submitted that U S WEST's tariff which attempts to limit its liability is invalid and unenforceable.

2. The facts do sustain Kieffer's right to damages.

Kieffer's proof of damage comes from a couple of sources. Exhibit 3 and his testimony. Exhibit 3 was admitted without objection (TR 6). His testimony regarding the elements of damage was not objected to (TR 5-17). In particular, Exhibit 3 gives specific incidents of inconvenience suffered by Kieffer like dates of service problems, how the service interruptions affected his professional and personal life and calculations as to the dollar amounts for these elements of damage. Comparisons are made as foundation for his opinion (TR 15-17).

While U S WEST attempted to make light of Kieffer's damage situation, the facts remain that in his work he deals with people who are developmentally disabled (TR 19).

and that situations he faces can be so severe as to involve suicides (TR 18) and other crises in their lives (TR 34).

Consistent throughout Kieffer's testimony was his opinion of what damages he suffered - whether those damages be for mileage, the worth of his time or what it would take to compensate him for inconvenience caused by U S WEST. Even the examples cited by U S WEST at page 7 of their brief show a consistency that this was his opinion of damages suffered. This is succinctly stated in his testimony - at page 35 - these are amounts which would make him whole for inconvenience and distress he suffered.

The record contains sufficient facts upon which to award damages for personal inconvenience, see Koenig v. Weber, 174 N W 2d 218 (S D 1970). The trips that were necessitated and time that was wasted by U S WEST's conduct of affairs are likewise documented. U S WEST offered no evidence on these issues. It is submitted that Kieffer, having actually experienced these economic losses, inconvenience and stress, is best qualified to express an opinion as to the extent of these injuries and what it would take to fairly compensate him. This is not speculation, it is based on the witness' personal knowledge, see §19-14-2. Even lay witnesses are entitled to express opinions, see §19-15-1.

3. U S WEST FAILED TO PROVIDE LATE FILED EXHIBITS.

U S WEST has not provided information as late filed and it should now be excluded from the record:

- (1) the wage of a technician for U S WEST in South Dakota (TR 121)
- (2) how many South Dakota customers are on analog camera (TR 123)

- (3) how many South Dakota customers are on copper carriers (TR 123-4)
- (4) what was U S WEST's problem between 8/17 and 8/23/98, and what was done to fix it (TR 128)
- (5) U S WEST records about Kieffer's Caller ID complaint (TR 119)
- (6) history of complaints from this (Sturgis) system (TR 118)
- (7) history of cable installation on this system (TR 102)
- (8) number of customers in U S WEST exchanges without class services (TR 105).

CONCLUSION

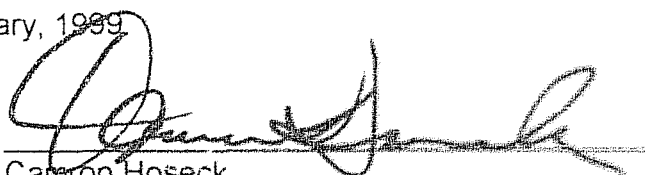
U S WEST may not hide behind its tariff which purports to limit its liability. The Commission may award damages in excess of the tariff provision. Consumers have an unqualified right to claim damages. The Commission is not constrained by the filed rate doctrine for several reasons. Limitations on liability are not rates or prices. Tariffs are subject to a reasonableness test and they are subject to the law. General law provides that one may recover his damages, whether in tort or contract. U S WEST is not exempt from fulfilling that basic statutory guarantee.

Randy Kieffer and his family suffered inconvenience, stress and out-of-pocket expense because U S WEST didn't maintain their phone system. Yet, he paid the same rate as people who have good phone service (TR 125). This is not right. His opinion of what it would take to fairly compensate him for this disservice should be given great weight. After all, who better than Randy Kieffer can know what was suffered?

Finally, U S WEST, just before the hearing in this case, takes the matter seriously and wants to do testing to see what the problem is. This is not responsiveness and it

should not be rewarded. Testing should have been accomplished long before this rose to a complaint. South Dakotans depend on their phones. Randy Kieffer and his family should also be able to do so like anyone else.

Dated this 12th day of February, 1999



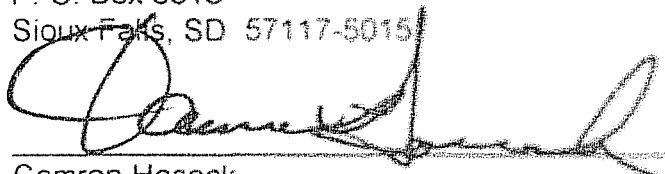
Camron Hoseck
Staff Attorney
South Dakota Public Utilities Commission
500 East Capitol
Pierre, SD 57501
Telephone (605) 773-3201

CERTIFICATE OF SERVICE

I hereby certify that copies of Staff's Rebuttal Brief were served on the following by mailing the same to them by United States Post Office First Class Mail, postage thereon prepaid, at the address shown below on this the 12th day of February, 1999

Mr. Randy Kieffer
HC 77, Box 260
Sturgis, SD 57785

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



Camron Hoseck
Staff Attorney
South Dakota Public Utilities Commission
500 East Capitol
Pierre, SD 57501

125 South Dakota Avenue, 8th Floor
Sioux Falls, South Dakota 57194



February 16, 1999

Mr. William Bullard, Executive Director
Public Utilities Commission
State Capitol Building
Pierre, South Dakota 57501

Dear Mr. Bullard:

We have reviewed the transcripts from Dockets TC98-175 (Randy Kieffer) to determine what further information we have committed to provide to the Commission. We have listed those documents below. It is our assumption that this information is due at the same time as the results of the testing being done on the system.

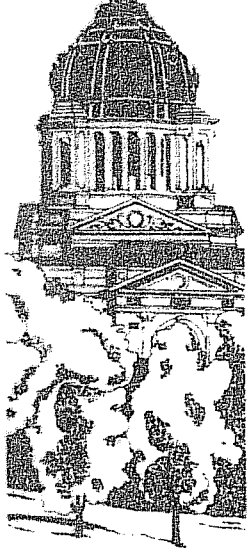
1. The trouble history for Mr. Kieffer and the reason for other contacts made by Mr. Kieffer to either repair or the business office. How many complaints did USWC receive from the Commission for Randy Kieffer during the period beginning December 1, 1997 and ending November 30, 1998 (TR at 90)
2. Information concerning any personal knowledge technicians in the area may have regarding Mr. Kieffer's trouble reports (TR at 92)
3. A record showing the age of each segment of cable serving the Kieffers (TR at 101-102).
4. Hourly wage of technicians in South Dakota (TR at 121)
5. Information with respect to routes in South Dakota (longest route, average route, smallest route) to determine how that compares to Kieffer route (TR at 104)
6. Information regarding the nature of the problem that occurred between August 17 and August 23 and the Company's response (TR at 125)

Please advise as soon as possible if there is any misunderstanding regarding this listing.

Sincerely,

Colleen E. Sebold
Manager-Regulatory Affairs

Attachment



South Dakota Public Utilities Commission



State Capitol Building 500 East Capitol Avenue Pierre, South Dakota 57501

February 19, 1999

William Bullard, Jr
Executive Director
Public Utilities Commission
State Capitol Building
Pierre, SD 57501

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

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

Consumer Hotline
1-800-332-1782

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

Internet
billb@puc.state.sd.us

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Chairman
Pam Nelson
Vice-Chairman
Laska Schoenfelder
Commissioner

William Bullard Jr
Executive Director

Edward R. Anderson
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Marlette Fischbach
Shirleen Fugitt
Lewis Hammond
Katie Hartford
Leni Healy
Camron Hoseck
Dave Jacobson
Bob Knadle
Delaine Kolbo
Jeffrey P. Lorensen
Terry Norum
Gregory A. Rislov
Tammi Stangohr
Steven M. Wegman
Rosalynne Ailts Wiest

RE: TC98-176 Kieffer v U S WEST

Dear Mr. Bullard:

Commission Staff is in receipt of Colleen Sevoick's letter of February 15, 1999. It was not staff's assumption that US WEST would file its late-filed exhibits when its testing was done. It was, however, our assumption that the information was due to be filed immediately after the hearing which was held in December. Staff's brief lists the information which was to be filed and which U S WEST neglected to file. After all, if the record is to be discussed in the briefs and the briefing schedule is established, what good does it do for parties to file late-filed exhibits after the briefs are in? If we came to these proceedings better prepared and less dependant upon late-filed exhibits, we wouldn't have this problem.

Very truly yours,

Camron Hoseck
Staff Attorney

cc: Harlan Best
Tom Welk

Edward A. Peters, Manager
U S WEST - Communications Planning
700 W. Mineral, 5th Floor
Lincoln, Nebraska 68502
402.773.7551

U S WEST Communications, Inc. Re:

March 1, 1999

FAXED TO 605-773-3509 3-1-99

STATE UTILITIES COMMISSION

William Bullard, Jr.
Executive Director
Public Utilities Commission
State Capitol Avenue
Pierre, SD 57501

MAILED OVERNIGHT DELIVERY 3-1-99

FAX Received MAR 01 1999

Re: In the Matter of the Complaint Filed by Randy Kieffer, Sargent, South Dakota,
against U S WEST Communications, Inc. Regarding Telephone Service Outages
and Inadequate Service (TC 98-170);

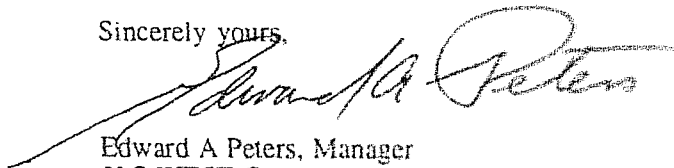
and

In the Matter of the Complaint Filed by Lorena Spear, Hill City, South Dakota,
against U S WEST Communications, Inc. Regarding Upstream Lines (TC 98-150)

Dear Mr. Bullard:

Please find enclosed letters regarding the two above referenced complaints with attachments. These letters provide the Commission with a current status on these two matters. Answers to questions asked by the Commission during the hearing have also been provided. These letters and attachments are provided in sealed envelopes pursuant to ARSD 20:10:01:41

Sincerely yours,


Edward A Peters, Manager
U S WEST Communications

cc: Carmon Hoseck
Randy Kieffer
Colleen Sevold

Tom West
John Lehaer

Paul Lowe
Larry Johnson
Todd Landy

In the Matter of the Complaint Filed by Randy Kieffer, Sturgis, South Dakota, against U S WEST Communications, Inc. Regarding Telephone Service Outages and Inadequate Service (TC 99-176)

REQUEST FOR CONFIDENTIAL TREATMENT OF INFORMATION

Pursuant to ARSD 20:10:01:41, U S WEST Communications, Inc. ("U S WEST") requests confidential treatment as follows:

1. Confidential protection is sought for the letter dated March 1, 1999, addressed to William Bellard, Jr. and all attachments including Attachment #1 (answers to Commissioner's questions) and Attachment #2 (route specific cable plant information).

The pages are marked as confidential (proprietary information) and are provided in a sealed envelope.

2. The exhibits must be protected for the life of this docket. When the docket is closed all protected information must be returned to U S WEST.

3. The person to be notified is Colleen Sevold, U S WEST Communications, Inc., 125 S. Dakota Avenue, 8th floor, Sioux Falls, SD 57194, telephone (605) 335-4596.

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

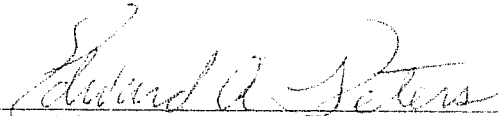
5. The letter and attachments contain company proprietary information. Disclosure of these documents will provide actual and potential competitors with information which could provide them with a unique and unfair competitive advantage. Accordingly, U S WEST respectfully requests that the Commission grant this request for confidential protection.

DATED this 1st day of March, 1999.

RECEIVED

MAR 1 1999

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

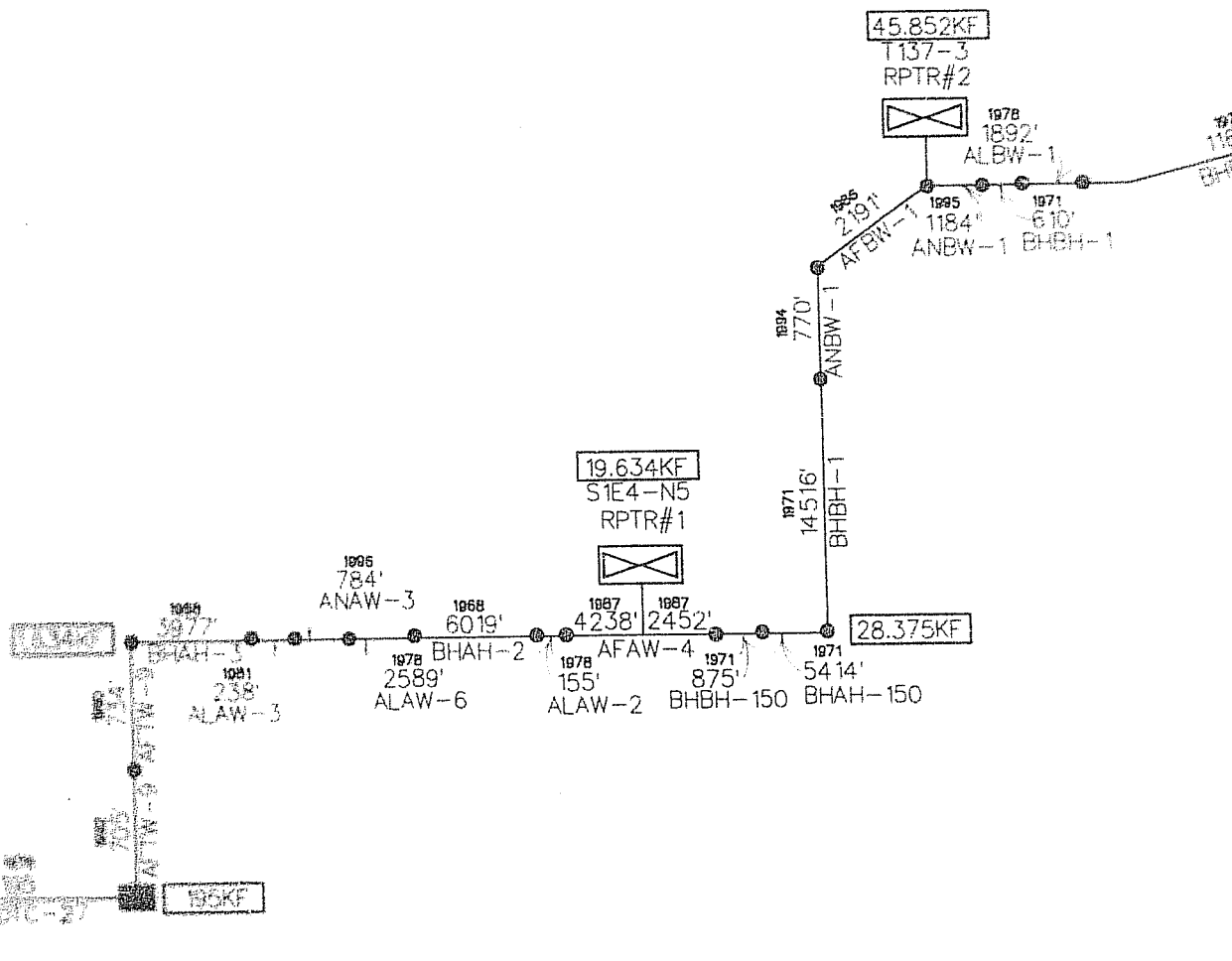

Edward A. Peters
U S WEST Communications, Inc.

FAX Received MAR 01 1999

CONFIDENTIAL

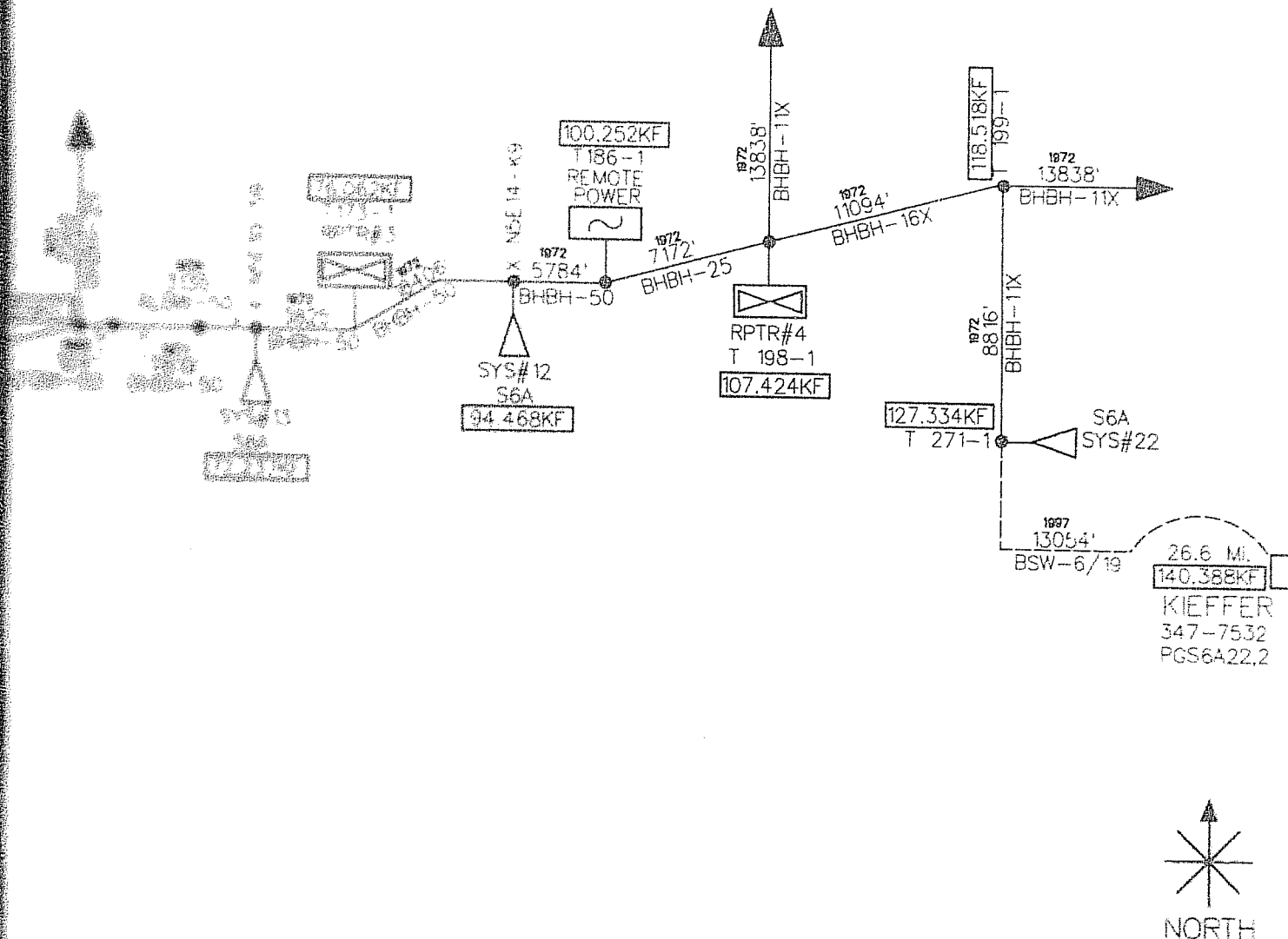
[\]

This diagram is submitted to the Commission for their use only, and is to be treated as a U.S. WEST Proprietary and Confidential filing. This diagram provides detailed cable information for the direct U.S. WEST facilities serving the market. This diagram is not drawn to scale, and is to be used only to report to the Commission the amount of cable used to serve the market, and the associated year of placement for each cable.

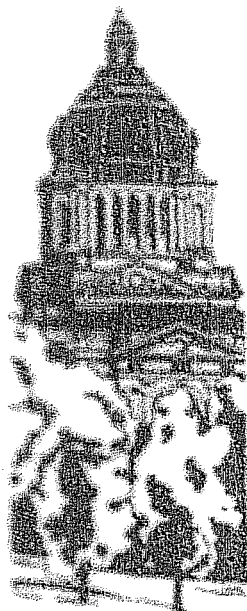


Notice - Not for Disclosure
Outside of U S WEST and
Affiliates Except Under
Written Agreement.

ATTACHMENT #2



WC: STURGIS
ISS DATE: 02/19/99
SH: 1 OF 1



South Dakota Public Utilities Commission



State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070

March 5, 1999

Mr. Randy Kieffer
HC 77, Box 260
Sturgis, SD 57785

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

Re Kieffer Complaint/U S WEST
Docket TC98-176

Dear Folks:

Enclosed each of you will find a copy of Supplement to Staff's Rebuttal Brief in the above captioned matter. This is intended as service upon you by mail.

Very truly yours,

Camron Hoseck
Staff Attorney

CH:dk
Enc.

Capitol Office
Telephone (605) 773-1201
FAX (605) 773-1809

Transportation
Warehouse Division
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Commissioner

William Rutland Jr.
Executive Director

Allyson Reed
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Lynn Hardy
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Lisa Hall
Dave Jacobson
Kase Johnson
Bob Knadle
Debbie Kolbo
Jeffrey P. Lawrence
Chandra Lund
Terry Norum
Gregory A. Rainey
Kath Sanger
Roderick Allen West

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

IN THE MATTER OF THE COMPLAINT FILED)	SUPPLEMENT TO STAFF'S
BY RANDY KIEFFER, STURGIS, SOUTH)	REBUTTAL BRIEF
DAKOTA, AGAINST U S WEST)	
COMMUNICATIONS, INC. REGARDING)	TC98-176
SERVICE PROBLEMS)	

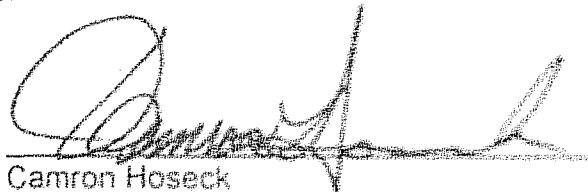
U S WEST, having filed a response to Commission questions which were raised at the hearing in this matter, it is apparent that what it has filed is unresponsive. See pages 5 and 6 of Staff's Rebuttal Brief.

Foremost among Mr. Kieffer's concerns was his ability to get caller ID (TR17) like any other U S WEST customer. This report does not indicate that this situation will be remedied in any manner.

Secondly, the Complaint as filed on September 21, 1998, is raised in terms of two phone numbers which were in Randy Kieffer's name, 347-7532 and 347-9506. The report is unclear that the testing and remedial work will in fact address problems experienced at both of these numbers.

As to credits U S WEST claims to have given Mr. Kieffer, there is no proof in the record that this has in fact been accomplished.

Dated this 5th day of March, 1999



Camron Hoseck
Staff Attorney
South Dakota Public Utilities Commission
500 East Capitol
Pierre, SD 57501
Telephone (605) 773-3201

CERTIFICATE OF SERVICE

I hereby certify that copies of Supplement to Staff's Rebuttal Brief were served on the following by mailing the same to them by United States Post Office First Class Mail, postage thereon prepaid, at the address shown below on this the 5th day of March, 1998

Mr. Randy Kieffer
HC 77, Box 260
Sturgis, SD 57785

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



Camron Hoseck
Staff Attorney
South Dakota Public Utilities Commission
500 East Capitol
Pierre, SD 57501

FAX Received MAY 07 1999

RECEIVED

MAY 10 1999

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

U S WEST Communications, Inc.

Edward A. Peters, Mgr. Technical Warrington
U S WEST - Interconnection Planning
700 W. Mineral, MN F20 16
Littleton, Colorado 80120
303-707-7035

May 7, 1999

FAXED TO 605-773-3809 on May 7, 1999

Mailed Overnight Delivery on May 7, 1999

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

Re: In the Matter of the Complaint Filed by Randy Kieffer, Sturgis, South Dakota,
against U S WEST Communications, Inc. Regarding Telephone Service Outages
and Inadequate Service (TC 98-176)

Dear Mr. Bullard:

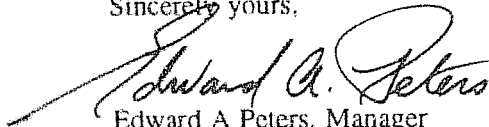
This letter is to provide you with a status of testing and repair work for the Sturgis East Route which serves Mr. Kieffer, as I committed to do in my March 1, 1999, letter. In that letter I identified the repair work that was remaining and provided the Commission with a schedule for completing that work. We have complied with that schedule and are now nearing the final testing phase and completion of repairs and modifications needed to meet voice service standards. All cable and customer drops have been tested for conformance to transmission specifications and cables and drops failing these tests have been replaced; closures have been replaced or rehabilitated as needed (71); and lead end cases have been replaced (for the benefit of customers working on copper loops in this route). We have also repaired/re-spliced 2,956 cable pairs in this route to ensure that there is good electrical continuity for all circuits in this route. This effort reflects work done on various cables at multiple locations within the route and, to a large degree, is preventive work to make sure all cable pairs have strong, solid electrical connections.

U S WEST has also replaced the carrier cabinets and the repeater cards to a newer, more technically capable card that allows the "gain" and "slope" of the carrier signal to be more precisely controlled. This was done at a cost of \$30,000. The spacing of the repeaters have also been changed to ensure that the signals entering and leaving each repeater are approximately -35 dB compared to a design standard of -39 dB or better. We have also done testing at the remote carrier terminal that serves Mr. Kieffer and we improved his signal to a -27 dB compared to a standard of -35 dB or more. This improvement was a result of replacing cable we found to be defective. The improvement to a -27 dB is well within the acceptable range for voice grade service although additional improvements may occur as we continue to test the carrier system and make adjustments indicated by the tests.

Mr. Kieffer filed another complaint about his service on March 19, 1999. This complaint was filed as a result of poor service in early March when U S WEST was both replacing the cable serving Mr. Kieffer and replacing the carrier repeaters and moving them to the proper location to maximize the quality of service to Mr. Kieffer. Mr. Kieffer's service was necessarily impacted during these times and service degradation could not be avoided. The poor service experienced during this time should not have been unexpected since Mr. Kieffer was aware that we were doing major work to improve his service and his circuit would be impacted by that work. Any degradation of service experience during March was temporary and good quality voice grade service has been restored.

We will be prepared to demonstrate to the Commission at the hearing scheduled for June 2, 1999, that U S WEST has done what we have committed to do, and that Mr. Kieffer's service now meets the level that can be reasonably expected for voice transmission.

Sincerely yours,

A handwritten signature in cursive script, reading "Edward A. Peters".

Edward A Peters, Manager
U S WEST Communications

cc Camron Hoseck
Randy Kieffer
Colleen Sevold

Todd Lundy
Tom Welk
John Lehner

Paul Lowe
Dennis Warner

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

IN THE MATTER OF THE COMPLAINT FILED)	ORDER FOR AND NOTICE
BY RANDY KIEFFER, STURGIS, SOUTH)	OF HEARING
DAKOTA, AGAINST U S WEST)	
COMMUNICATIONS, INC. REGARDING)	TC98-176
TELEPHONE SERVICE OUTAGES AND)	
INADEQUATE SERVICE)	

IN THE MATTER OF THE COMPLAINT FILED)	CT99-002
BY RANDY KIEFFER, STURGIS, SOUTH)	
DAKOTA, AGAINST U S WEST)	
COMMUNICATIONS, INC. REGARDING)	
SERVICE PROBLEMS)	

On March 19, 1999, the South Dakota Public Utilities Commission (Commission) received a complaint filed by Randy Kieffer, Sturgis, South Dakota (Complainant) against U S WEST Communications, Inc. (U S WEST). Complainant alleged that his service continues to be deficient, that he suffered several outages during the month of March, and that his phone service is not dependable for emergencies and family purposes.

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.

At its April 8, 1999, meeting, this matter was considered. Randy Kieffer was unable to participate in person or via telephone; however, he did submit a facsimile letter to the Commission in which he explained and amended his complaint. Commission Staff recommended a finding of probable cause due to unresolved factual issues. The Commission voted unanimously to find probable cause and to consolidate this matter with docket TC98-176, a case which is pending and involves the same parties. U S WEST filed its answer on May 5, 1999.

The Commission has jurisdiction in this matter pursuant to SDCL Chapters 1-26, 49-2, 49-13 including 49-13-1 through 49-13-27, inclusive, and SDCL Chapter 49-31, including 49-31-3, 49-31-7, 49-31-7.1, 49-31-7.2, 49-31-10, 49-31-11, 49-31-38, 49-31-38 1, 49-31-38 2, 49-31-38 3 and ARSD 20:10:01.07.01 through 20:10:01.28, inclusive. The Commission may rely upon any or all of these or other laws of this state in making its determination.

A hearing shall be held on June 2, 1999, at 12:30 p.m. MDT, in the Meeting Room, Sturges Days Inn, HC 55, Sturgis, South Dakota.

The issue at the hearing is whether U S WEST committed an unlawful or unreasonable act, rate, practice or omission and whether U S WEST is liable for damages caused the complainant and, if so, in what amount.

THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

RECEIVED

JUN 11 1999

IN THE MATTER OF THE COMPLAINT
FILED BY RANDY KIEFFER, STURGIS,
SOUTH DAKOTA, AGAINST U S WEST
COMMUNICATIONS, INC. REGARDING
TELEPHONE SERVICE OUTAGES AND
INADEQUATE SERVICE

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

) CT99-002
) and
) TC98-176
)
)
)

HEARD BEFORE THE PUBLIC UTILITIES COMMISSION

PROCEEDINGS:

June 2, 1999
12:30 P.M. (MST)
Conference Room.
Day's Inn
Sturgis, South Dakota

PUC COMMISSION:

Pam Nelson, Commissioner and
Vice-Chairman

COMMISSION STAFF

PRESENT:

Rolayne Ailts Wiest
Camron Hoseck
Gregory A. Rislov

Reported by:

Lori J. Grode, RMR

A P P E A R A N C E S

For US West: Thomas J. Welk
P.O. Box 5015
Sioux Falls, South Dakota,
57117-5015

Also Present: Colleen Sevold
and Jon Lehner

I N D E X

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Edward Peters	30
Colleen Sevold	87

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P R O C E E D I N G S

(EXHIBITS NO. 10 THROUGH 20 WERE MARKED FOR IDENTIFICATION.)

COMMISSIONER NELSON: I will begin the hearing for Dockets TC98-176 and CT99-002, In the Matter of the Complaint filed by Randy Kieffer, Sturgis, South Dakota, Against U S West Communications, Inc., Regarding Telephone Service Outages and Inadequate Service problems.

The time is approximately 12:30 p.m., Mountain Daylight Time. The date is June 2nd, 1999, and the location of the hearing is the meeting room of the Day's Inn meeting room, Sturgis, South Dakota.

I am Commissioner Pam Nelson. Commissioner Burg and Commissioner Schoenfelder were unable to attend this hearing, but they will read the transcripts.

I am presiding over the hearing. This hearing was Noticed pursuant to the Commission's Order For and Notice of Hearing issued May 20th, 1999.

The issue at this hearing is whether U S West committed an unlawful or unreasonable act, rate, practice, or omission, and whether U S West is liable for damages caused the complainant and, if so, in what amount.

1 All parties have the right to be present and
2 to be represented by an attorney. All persons so
3 testifying will be sworn in and subject to
4 cross-examination by the parties. The Commission's
5 final decision may be appealed by the parties to the
6 State Circuit Court and the State Supreme Court.

7 Rolayne Wiest will act as our Commission
8 counsel. She may provide recommended rulings on
9 procedural and evidentiary matters. The Commission may
10 overrule its counsel's preliminary rulings throughout
11 the hearing. If not overruled, the preliminary rulings
12 will become final rulings.

13 At this time I'd turn the meeting over to
14 Rolayne.

15 MS. WIEST: I'll take appearances of the
16 parties.

17 MR. KIEFFER: Randy Kieffer.

18 MS. WIEST: U S West.

19 MR. WELK: Thomas J. Welk, Sioux Falls, for
20 U S West Communications.

21 MR. HOSECK: Camron Hoseck and Jeff
22 Koerselman, intern for the summer, for the Commission
23 staff.

24 MS. WIEST: And do any of the parties wish to
25 make opening statements before testimony? If not, I

1 in order to carry on my daily business for the job that
2 I do if the phone doesn't work, and with ample time,
3 without getting into any prorated charges on the phone
4 system.

5 I submitted the following list of
6 inconveniences in addition to any that may have been
7 committed to the prior hearing. On 3-7 and 3-8 we had
8 a blizzard out here in this part of the country where
9 it was hazardous being without communications.

10 My wife went to work. Ten minutes after she
11 left to go to work, the telephone did not work. It had
12 quit working. We have an arrangement that when there's
13 a storm going on, that she calls me within a certain
14 amount of time in order to get -- in order for me to
15 know that she got there. And if she wasn't there, then
16 I take appropriate actions to start looking for her, or
17 call law enforcement, whatever, try and look for her.
18 The governor had not closed the roads during this
19 storm.

20 And, additionally, my father had left for a
21 trip to Yankton. When he left, about an hour after
22 that it wasn't that bad as far as the weather was
23 concerned that day. But, on the other hand, he wasn't
24 able to contact me to let me know that he got there and
25 when the weather did turn drastic.

1 It was at that time I recommended that U S
2 West be fined \$1,000 for every day the telephone wasn't
3 working after that by the Public Utilities Commission.

4 The phone did start working about 2:30 in the
5 morning, and that's when I called the repair service
6 and told them that the phone was not working, or had
7 not been working; that they need to keep the telephone
8 working, and also that the thousand dollars a day.

9 Number two, my employment makes it necessary
10 for me to conduct business at home in case of
11 emergencies. This is job-related for the need to have
12 a telephone. And I identify as to some of the
13 situations that require my presence to have a
14 telephone. My father and my brother rely on the
15 telephone to conduct their business, farming and
16 ranching.

17 It gets old and expensive to go to town,
18 which is Sturgis, to report telephone outages.

19 And also usually when my telephone is out --
20 and so everybody understands, my dad's telephone is
21 always out also. At the same time the neighbors'
22 telephones are out. So it's not just the local problem
23 with just me and my dad on the phone number that's in
24 my wife's name.

25 Illustrations The telephone at my dad's is

8
1 in my wife's name. We've had it set up that way
2 previously.

3 Also, I have to use a cellular phone in order
4 to call in the outages. We've called in every outage
5 as much as we could possibly call in. Sometimes it can
6 take 30 minutes to an hour.

7 And I've got to the point where I start
8 getting pretty belligerent with the people on the
9 telephone with U S West to get out and get service back
10 in order so that we have telephone service.

11 It could take as much as 10 minutes to an
12 hour to get ahold of somebody to try and get somebody
13 to be dispatched out from Rapid City. One day somebody
14 is going to get hurt, and we're not going to be able to
15 call out for help without reliable service and then
16 there's going to be some lawsuits.

17 When the phone is out, there are no
18 corrections to the phone bill automatically. We never
19 received any credit for the days the phone was out in
20 March, for an example. Public Utilities Commission
21 needs to have U S West -- well, U S West develop a
22 procedure so this is being dealt with.

23 On 4-24-99, during the phone outage, I called
24 on my cellular phone and asked to get someone out to
25 repair the telephone line immediately. I had a friend

1 of mine coming in from Montana. He didn't know how to
2 get to my place. When he got to Sturgis, he was
3 supposed to contact me.

4 Well, he couldn't do that because the
5 telephone wasn't working. I tried to get somebody out
6 there, asked to get ahold of the president of the
7 company because they said they wasn't going to send
8 nobody out until Monday, and this was on a Saturday. If
9 I remember right.

10 Also my brother-in-law was in Fort Meade VA
11 Medical Hospital recovering from surgery, and we
12 couldn't deal with -- couldn't find out what his status
13 was. His wife wouldn't come out and stay at our place
14 because we didn't have a phone that worked. She had to
15 go to a motel in order to have communications.

16 That's I was basically told, I wasn't going
17 to be able to talk to the president of the U S West
18 company. I'd like to tell the individual just what I
19 think what his phone service is. And they say that
20 that is made at supervisory level whether I have that
21 privilege or not. I figure as a paying customer I
22 should have that privilege.

23 Since U S West has worked on my Internet
24 service lines or on my phone lines, the Internet
25 service lines have been just really messed up. I even

1 went so far as, well, I've been told that if the
2 problem is with my server. Well, I've changed the
3 server; I still have problems.

4 I've been told that the phone is probably a
5 good indication what the problem is yet, so is it? It
6 hasn't been fixed on that part of it. I connected with
7 a new server last night. This morning it took me ten
8 times to connect. Got a lot of noise on the computer
9 lines. It's just not working, big squeal when you push
10 the button on on the telephone.

11 I also even had my prior server help me
12 reconfigure my computer so that we could get the
13 Internet service working again, and we didn't have any
14 luck there either.

15 When U S West works on the telephone, they
16 don't call and let us know if the phone lines are going
17 to be down so we can make alternate arrangements or
18 take care of whatever business we may have to take care
19 of. We was never told they were going to be down.

20 I even have asked the person on the other
21 line when I called in a repair problem to have the
22 technician call us so we know when the phone got
23 fixed. We didn't get no phone calls. So who fixed the
24 phone? Did it fix itself, or did a technician come out
25 and fix the phone?

1 The following information is just basically
2 that I would like to see the old Anaconda system
3 replaced. It's outdated. We can't get Caller ID. We
4 prefer to have monetary damages that I identified at
5 previous hearings and monetary damages identified at
6 this hearing for 6-2-99.

7 Would like a reliable method for consumers
8 being able to get compensated for credit on the phone
9 outages on their billing. I want to have the president
10 of U S West contact me so I can tell him or her what I
11 think of their service.

12 Settlement on this issue: Need to hurry
13 for the hearing on 6-2-99 the previous hearing held
14 with U S West and the Public Utilities Commission.

15 I want the Public Utilities Commission to
16 make a decision today instead of stringing this on.
17 It's been going on for too long. Then there be no
18 extensions granted to U S West on anything like the
19 last time they come to the hearing, they didn't have
20 all the paperwork in order.

21 And that the U S West upgrade their system
22 immediately to assist other than Anaconda. That U S
23 West gets Internet connection capability back to where
24 it was before, and no charge for anything to get it
25 working regardless what the problem is.

1 Then I'm reimbursed by U S West for any
2 cellular phone service. Should be from 3-10-99 until
3 18-months contract expires.

4 MS. WIEST: Anything else? Has this been
5 marked?

6 MR. KIEFFER: Yes, it has.

7 MS. WIEST: What mark?

8 MR. KIEFFER: Exhibit No. 10.

9 MS. WIEST: Okay. Did you want to offer it
10 into evidence?

11 MR. HOSECK: I would move that it be part of
12 the record.

13 MS. WIEST: Is there any objection to that?

14 MR. WELK: No, no, I don't object.

15 MS. WIEST: Then Exhibit 10 has been offered
16 and received.

17 Mr. Welk, do you have any questions?

18 MR. WELK: Yes, I do.

19 CROSS-EXAMINATION

20 BY MR. WELK:

21 Q. Mr. Kieffer, what's the status of your voice
22 grade service today on your line?

23 A. When I left, it was working, then it wasn't
24 working.

25 Q. Your voice grade, the ability to talk from

1 one person to another, how is your phone in regard to
2 that matter, not your Internet service?

3 A. Voice grade has been okay.

4 Q. It's been okay?

5 A. I never had a problem with voice grade
6 previously. I had problem with the phone not working.

7 Q. So is it your testimony since you filed the
8 first complaint that you don't have a complaint about
9 the quality of the voice grade service?

10 A. When the phone works, I have no complaint
11 about the voice grade service, that I can remember. I
12 have a problem with it not working.

13 Q. But you know that since January, that U S
14 West has been involved in extensive repairs and working
15 on the line that serves you and your neighbors?

16 A. Yes, I do.

17 Q. And do you understand that they've expended a
18 considerable amount of man hours and money in looking
19 at the line that serves you and your customers?

20 A. Yes, I do.

21 Q. I want to ask something about your damages, a
22 couple of minor questions. You want the Commission to
23 award you \$712.79 for a contract for a cellular phone
24 that's beyond today?

25 A. Yes.

1 Q. And when does this contract expire?

2 A. 18 months from 3-10 of 1999.

3 Q. You don't have any problem with your voice
4 grade service today on your telephone, do you?

5 A. No. Apparently I have problem with noise on
6 the line yet that interferes with the Internet
7 connection now.

8 Q. So your issue right now is Internet
9 connection?

10 A. No. My issue is Internet connection and the
11 telephone not working. That's my issues from the past.

12 Q. All right. But today, except for the
13 Internet, your phone is working fine, isn't it?

14 A. For today it is. Tomorrow, I don't know.

15 Q. Well, let's talk a little bit about the modem
16 that you have. What type of modem do you have?

17 A. U S West Robotics 56 K.

18 Q. Does the modem have the ability to step down
19 to a lower speed other than 56?

20 A. Yes, it does.

21 Q. What's the lowest speed it can handle?

22 A. I'm not sure what it was. It was up to a
23 118. Now it's down to 57 something when they set it in
24 last night.

25 Q. What's the slowest speed it can handle?

1 A. That, I don't know what it is. I am not a
2 computer expert.

3 Q. What type of analysis have you done regarding
4 the noise that you have in your line for Internet as to
5 determine what the source of it was?

6 A. I had a technician last night come out to
7 hook up a new server, and he said he had never heard
8 the noises that's on my computer from a phone line like
9 that before.

10 Q. What technician from where?

11 A. Brian, from Altaire Internet Services.

12 Q. Do you -- but you don't know what the slowest
13 speed that your modem will handle?

14 A. No. I shouldn't be expected to know what it
15 is. It should work.

16 Q. You don't think you have any responsibility
17 for the modem on your line being compatible with the
18 telephone line?

19 A. I bought a complete system that should be
20 compatible when I bought the computer.

21 Q. But you didn't buy the computer from U S
22 West, did you?

23 A. No. I bought the computer from Gateway, very
24 reputable company in South Dakota.

25 Q. Let's talk about the credit on the bill. QED

1 you telling us that you didn't get any credit on your
2 telephone bill, either on your April or May bill for
3 any outages?

4 A. Right. Some -- some bills I'm credited; some
5 bills I'm not.

6 Q. You indicated in your filing that you didn't
7 get any credit.

8 A. Uh-huh.

9 Q. Is that what you said?

10 A. I said I didn't get credit for phone bills
11 off the line.

12 Q. But you did get credit?

13 A. U S West can check their records if they want
14 to get that.

15 Q. They have. I'll represent to you they say
16 you have had credits on the bills.

17 A. Show me the bill.

18 Q. Are you denying you didn't get any credit?

19 A. Yes, I am. I am denying that. I'm not
20 getting all credit that I'm due.

21 Q. Have you been given credit, is my issue,
22 since on your March and April bill for phone outages?

23 A. Not that I'm aware of.

24 Q. Do you have your bills here?

25 A. Yes, I have some. April 9th, 1999, let's

1 see, that's the due date for new charges, Internet
2 service or for -- I'm sorry, phone service for March
3 19th through April 18th.

4 Q. Let's mark it as an exhibit. What days do
5 you have for your phone bills? What bills do you
6 have? April 9th, you said?

7 A. April 9th, 1999, and May 9th, 1999. One on
8 phone number 347-7532 and one for 347-9566.

9 Q. And which one is your father's, which one is
10 yours?

11 A. 9566 is my father's. 7532 is mine. I want
12 copies of these. I have to have these for tax
13 purposes.

14 MS. WIEST: We'll mark them and you can get
15 them back.

16 (EXHIBITS NO. 21 AND 22 WERE MARKED FOR
17 IDENTIFICATION.)

18 A. I don't see a credit on them, that I can
19 see.

20 Q. Exhibits 21 and 22 have been marked. 21 is
21 the bill for 347-7532, dated April 19th, 1999; and
22 Exhibit 22 is a bill dated March 19th for 347-9566; is
23 that correct? Those are the bills that we marked? You
24 have to answer yes or no.

25 A. Yes.

1 Q Where are the May bills for 347-7532?

2 A I don't have them with me.

3 Q Do you have them at home?

4 A I don't know if I have them any more or not.

5 Q What about the April and May bills for
6 telephone number 347-9566?

7 A Same answer.

8 Q Pardon?

9 A Same answer.

10 Q Have you done any testing on your line since
11 the work has been done by U S West to determine its
12 quality? Have you done any independent tests on the
13 line?

14 A Why would I do that? No, I have not.

15 Q Now, in your Exhibit 10 you have asked for
16 also I can't follow all this. But on page two,
17 under paragraph ten, are you requesting the Commission
18 to pay -- to award you damages of \$50 for an hour of
19 driving time to determine if your wife got to work on
20 that day of the blizzard?

21 A Yes, I am.

22 Q And you're also asking for \$50 for driving
23 Highway 34 to locate your friend coming up from
24 Montana, plus mileage at a dollar a mile?

25 A Yes, I am.

1 Q. And those \$50, are those based on the same
2 things that you told me before the last hearing?

3 A. Yes, yes, they are.

4 Q. So they're not what you get paid for wages.
5 It's just a number you've picked out of the air?

6 A. Right, that's what I feel is fair value for
7 my education and knowledge.

8 Q. Your current wage is what? What do you get
9 paid for what you do every day?

10 A. Current wage, approximately \$12 an hour.
11 That's what I'm billing. Anybody can bill what they
12 want for their time.

13 Q. And the dollar a mile, that was based on what
14 some other repair person charged you to come to your
15 place?

16 A. Yes, it is.

17 Q. You have to answer.

18 A. I said, yes, it is.

19 Q. So the dollar a mile has nothing to do with
20 the actual expenses that you incurred in driving?

21 A. There is expenses you incur when you drive a
22 vehicle from the time you start to the time you shut it
23 down.

24 Q. But your actual expenses that you're claiming
25 here do not equal a dollar a mile, do they?

1 A. Maybe, maybe not.

2 MR. WELK: I have nothing further

3 MS. WIEST: Mr. Hosenek, any questions?

4 MR. HOSECK: Yes.

5 CROSS-EXAMINATION

6 BY MR. HOSECK:

7 Q. Mr. Kieffer, would you look at your Exhibit
8 10 again, please? And specifically on the first page,
9 the paragraph numbered number two, I want to ask you
10 some questions about this, the inconvenience that
11 you've suffered in this particular case.

12 Approximately how many individuals do you
13 deal with at any point in time in your employment?

14 A. Between 20 and 22.

15 Q. And this, again, was what was the name of
16 the organization that you work for?

17 A. Black Hills Special Services Cooperative

18 Q. And would you explain for the record this
19 business of suicidal ideations? What does that exactly
20 mean?

21 A. It's when somebody is threatening to commit
22 suicide is what it means.

23 Q. And these would be in this case -- people
24 that. Is it true in this case that this would be
25 individuals that you have some responsibility for?

1 A. Yes.

2 Q. And they would be experiencing these types of
3 tendencies; is that correct?

4 A. Yes.

5 Q. And so when it says "two since December '88,"
6 what exactly does that mean?

7 A. I had two phone calls I had to deal with at
8 home when the phone was working where I had an
9 individual that was threatening suicide.

10 Q. Okay.

11 A. And I had to deal with the situation with a
12 life and death situation.

13 Q. And with regard to assistance that you may
14 have questions from here from the staff that you have
15 reference to, could you provide to the Commission some
16 examples of the type of assistance that you might be
17 asked to provide on the phone?

18 A. Staff may have questions as to whether or not
19 they can let the individual go with a certain amount of
20 individual because of guardianship issues and certain
21 violations and things of that nature. And so they may
22 call me to make that determination because I would
23 have that information.

24 Q. Okay. And with regard to your supervisor
25 either contacting you or you contacting your

1 supervisor, could you provide to the Commission some
2 examples of circumstances where that may arise?

3 A. Well, if for some reason I was out and
4 something went on and my boss needed to get hold of me
5 to fill me in on a situation, they could contact me.
6 Also I'm dealt the responsibility of if there's a reason
7 illness with my individuals on my case load, or a death
8 of one of the individuals on my case load, then I would
9 have to make appropriate telephone contact or contact
10 with the parents or guardians or whatever.

11 Q. When you took your job in this particular
12 case, was it understood that you would be able to be
13 contacted by phone if necessary? Was that your
14 understanding with your employer?

15 A. Yeah, yes.

16 Q. And are the individuals that you deal with in
17 your employment under the understanding that they can
18 call you at any time if they have problems?

19 A. Yes.

20 Q. And with regard to the damages that you have
21 asked for in this case, and primarily as they are
22 stated on Exhibit 10, are those your opinion of the
23 damages that you have sustained in this particular
24 instance?

25 A. Yes.

1 MR. HOSECK: I have no further questions of
2 this witness.

3 MS. WIEST: Commissioner Nelson, any
4 questions?

5 COMMISSIONER NELSON: On this 18 month, why
6 the -- you said that it was \$712; is that right?

7 A. \$712.79, ma'am.

8 COMMISSIONER NELSON: For 18 months?

9 A. Right.

10 COMMISSIONER NELSON: And do you have a
11 certain amount of minutes that you can use?

12 A. 200 minutes per month.

13 COMMISSIONER NELSON: Thank you.

14 MS. WIEST: Anything else?

15 COMMISSIONER NELSON: No.

16 MS. WIEST: Then is it your belief that the
17 Internet was working better before U S West worked on
18 your line?

19 A. Yes.

20 MS. WIEST: When did it stop? When did you
21 start having problems with that, do you know
22 approximately?

23 A. Let's see here, can I ask Ed a question?

24 MS. WIEST: No, only when he's on the witness
25 stand then you can ask him a question. And then --

1 A. I don't know the exact date to your answer,
2 but it was when they put the repeater up next to the
3 granaries out at my father's location, and that was
4 two, three weeks ago, I believe. I'm not sure. I
5 don't remember.

6 MS. WIEST: So you started having problems
7 less than a month ago, would that be correct?

8 A. Right, right.

9 MS. WIEST: And then looking at the Exhibit
10 10, was 4-25 of '99 the last day that you experienced
11 an outage?

12 A. No, it was not. Last week we experienced
13 outages also, but U S West was working on the telephone
14 line that day trying to fix the problem. Because I
15 tried to call home and could not get a contact with
16 anybody, and they told me the phone service was out and
17 they were working on it.

18 MS. WIEST: So for the month of May was it
19 that one time then that you --

20 A. That I'm aware of.

21 MS. WIEST: That you are aware of?

22 A. Right.

23 MS. WIEST: Okay. Thank you.

24 MR. WELK: I have a couple follow-ups.

25 RECROSS-EXAMINATION

BY MR. WELK:

Q. In Exhibit 10, the outages that you reported there, did you report those to U S West? They're in paragraph number one.

A. I will not say that I reported every one of them, no, I will not say that.

Q. How many did you report to U S West?

A. I have no idea. They would have to check their records and see what was reported. I do know for a fact sometimes that the phone was out and we used it and we waited three or four hours and then it went to working again.

Q. And sometimes you realize the outages occurred while they were working on the line?

A. No, I do not realize that.

Q. You don't?

A. No.

Q. Were you there at your place all the time they were working on your line?

A. No.

Q. All right.

MR. WELK: I have nothing further.

MS. WIEST: Do you have anything further, Mr. Kieffer, at this time?

MR. KIEFFER: Yes, to Mr. Peters.

1 MS. WIEST: Well, when he gets up you can ask
2 him a question, that's fine. I was just wondering if
3 you had any further testimony.

4 MR. KIEFFER: No, I'm sorry.

5 MS. WIEST: Thank you. Do you have any other
6 witnesses for your case?

7 MR. KIEFFER: No.

8 MS. WIEST: U S West.

9 MR. WELK: We'll call Ed Peters.

10 Before Mr. Peters is sworn, I wanted to move
11 for the admission of -- I believe we ought to get into
12 the evidence Exhibit 11, which is his second complaint
13 and the answer of U S West. I'd move their admission.

14 MS. WIEST: Any objections to Exhibits 11 and
15 12?

16 MR. HOSECK: None.

17 MS. WIEST: If not, 11 and 12; is that
18 correct?

19 MR. WELK: Do you want me to take a minute
20 and put in the record what the exhibits are, or do you
21 have them all?

22 MS. WIEST: I don't have the exhibits marked
23 here.

24 MR. WELK: Why don't I just take a minute so
25 everybody can follow along and it will be easier.

1 Exhibit 13 is the December 23rd, '97, letter of
2 Mr. Peters. Exhibit 14 is March 1st, 1998 -- excuse
3 me, '99, letter of Mr. Peters that has been claimed to
4 be confidential, with the attachments.

5 Exhibit 15 is the May 7th, 1999, letter from
6 Mr. Peters to Mr. Bullard. Exhibit 16 is a document
7 entitled regarding the 99-002 and it has certain
8 measurement standards for the network. Exhibit 17 is
9 the --

10 MS. WIEST: Which one is that then? I have
11 two.

12 MR. WELK: It's 17. It is the measurements.
13 It says Current Balance Noise.

14 MS. WIEST: That is which one again, 16?

15 MR. WELK: 16. 17 is the exhibit that has
16 carrier equipment cable and wire placement with a
17 number of 118,000. 18 is a certified copy of Senate
18 Bill 149. 19 is a Commission order in 97-107. 20 is a
19 Commission order in the land development cases that
20 starts out 95-100. Everybody with me then on the
21 numbers now?

22 MS. WIEST: Yeah.

23 MR. WELK: I would ask the Commission to take
24 judicial notice of Exhibits 18, 19, and 20.

25 MS. WIEST: Is there any objection to that?

MR. HOSECK: Yes. I would object to Exhibit 19. It's not the law. It doesn't apply in this particular case.

MS. WIEST: Yes, I would agree with that. That's not the law at this time. Any objection to 19 and 20?

MR. HOSECK: Can I have just a minute to look at them, please?

Well, I'm going to object to the 19 and 20 as to the purpose of your introduction and the reason that U S West is requesting judicial notice of them is for any precedent value, then I would object to them in that regard since in South Dakota law does not recognize precedent in administrative proceedings.

MR. WELK: Can I be heard on all these?

MS. WIEST: Go ahead.

MR. WELK: First of all, I don't know even if you disagree whether the law applies or not, the admissibility of a law that's been passed by the South Dakota legislature as authenticated by the Secretary of State is self-authenticating.

And all I'm asking you is to take judicial notice. You may disagree whether the law is there or not, but the point we're making here is to make it part of the record, that it is a duly passed and enacted law

1 of the state of South Dakota.

2 19 and 20 are orders of this Commission that
3 have dealt with damage issues in the past. This
4 Commission is bound to treat U S West just like anybody
5 else is. And I'm entitled to make a record on what
6 this Commission has done with others and how they've
7 treated certain of the damage issues that are subject
8 to this matter.

9 So I believe that all Exhibits 18, 19, and 20
10 should be admissible.

11 MR. HOSECK: May I respond?

12 MS. WIEST: Okay.

13 MR. HOSECK: With regard to 19 and 20, there
14 still is a South Dakota law that there's no precedent
15 in administrative matters, and the Commission is not
16 bound by what they may have done in another case. And
17 it raises, on the basis of Mr. Welk's statements, a
18 question of relevance in this particular case because
19 each case is unique in the fact situations are unique.
20 And so, therefore, there's no basis for the admission
21 of those.

22 As to Exhibit 18, this is not a law and will
23 not be a law until July 1st. And I would further
24 object to that on the basis of relevance as to whether
25 it has any applicability to this case and the fact

7 saying that we're dealing with here.

8 MS. WIEST: I'll allow 19 and 20 as prior
9 Commission orders, but not 18.

10 MR. WELK: And what is the basis, General
11 Counsel, for the denial of 18?

12 MS. WIEST: Well, 18 is not the law until
13 July 1st. When it becomes a law, then you can cite to
14 it in the statute, and there's no reason to put it into
15 evidence.

16 EDWARD A. PETERS,

17 called as a witness, being first duly sworn,
18 was examined and testified as follows:

19 DIRECT EXAMINATION

20 BY MR. WELK:

21 Q. Would you please state your name?

22 A. Edward A. Peters.

23 Q. Mr. Peters, are you the same Ed Peters that
24 testified previously in this matter before the
25 Commission?

26 A. I am.

27 Q. After the hearing concluded in this matter,
28 on December 15th, 1998, did you undertake on behalf of
29 U S West to coordinate certain inspection testing and
30 work relative to the telephone line that serves
31 Mr. Kieffer?

1 A. Yes, I did.

2 Q. And in regard to the testing and evaluation
3 of the line and the work to be done, did you
4 communicate with the Commission and Mr. Kieffer as to
5 what you were doing and what the time table was?

6 A. Yes, I did.

7 Q. I'll have the Court Reporter look at Exhibits
8 13. Would you get before you 13, 14, and 15?

9 A. I have those.

10 Q. And are Exhibits 13, 14, and 15
11 communications that you made to the commissioners
12 regarding the testing evaluation of the cable carrier
13 and the work to be performed regarding Mr. Kieffer's
14 line?

15 A. Yes, these are my letters.

16 MR. WELK: I move admission of Exhibits 13,
17 14, and 15.

18 MS. WIEST: Any objections? If not, they're
19 admitted.

20 MR. HOSECK: Wait a minute, point of
21 clarification. 14 is submitted as confidential under a
22 request for confidentiality; is that --

23 MR. WELK: Still maintained.

24 MR. HOSECK: -- request still outstanding, in
25 other words?

MR. WELK: Yes, it is.

MR. HOSECK: I don't have any objection then.

MS. WIEST: Okay. 13, 14, and 15 have been admitted.

Q. Why don't you just tell generally for purposes of the record what U S West did after the last hearing in evaluating and testing and doing work on Mr Kieffer's line?

A. With your permission, I'd like to respond to what we've done on this route in totality since it would be hard for me to differentiate on dates. If that's okay?

Q. That's fine.

A. Since the first hearing I have communicated with the local supervisors over the I & M crew and also the construction crew.

Q. You need to say what I & M means.

A. I'm sorry, installation and maintenance crew. And also I've talked to the local supervisors and the local technicians. I requested that they go through and do a thorough analysis of the route, identify any cable work that needed to be done, since cable work has to be done before we can do any carrier work.

They went through and spent several weeks in

1 January doing a thorough analysis of all 27 miles from
2 our central office to Mr. Kieffer, identified the work
3 that needed to be done, and resources were allocated to
4 do that work.

5 And I would like to go through and hit some
6 of the major things that we've done, since it has been
7 fairly extensive.

8 Q. Why don't you go ahead and state what work
9 U S West has done since the first hearing on
10 Mr. Kieffer's line?

11 A. Okay. I have before me some notes that I've
12 gotten from the technicians, and I've talked to them
13 personally and validated this was work that was done.
14 And I'll go through and itemize more important ones.

15 We have 88 cable closures between the central
16 office and Mr. Kieffer. We've gone through and
17 inspected each and every one of those. Each and every
18 closure that needed work received work.

19 In about approximately 15 closures we
20 completely replaced the cable loop, which included
21 digging up the cable, splicing in a new cable loop, and
22 forming it into the closure so that it could be used
23 for splicing and occasionally for connecting services
24 to it.

25 Q. Let's stop there. Let's talk about what a

1 closure is. What is that?

2 A. Okay. A closure is the green metal boxes,
3 generally a light-colored green that you might see
4 along the roadways.

5 Q. And you say you inspected them and did work
6 on them. What do you mean?

7 A. Inside the closure is mounting brackets for
8 the cable and all of the hardware that's associated
9 with building splices inside of those boxes and also
10 splicing in terminals, which is our interconnection
11 point with the service drops to customers.

12 We went through and did a physical inspection
13 and identified whether or not those cable loops and the
14 closure themselves were up to specification.

15 To the extent that it was determined that
16 they were not, or we thought that there was other
17 housekeeping problems with the closure, we went ahead
18 and rebuilt it, which included replacing the cable
19 loops and doing all of the work brand new to make sure
20 it was up to the specification.

21 Q. What other work did U S West do?

22 A. We also inspected closures to identify
23 whether additional work needed to be done that was not
24 as extensive as replacing the cable loops. And to the
25 extent that we needed to do maintenance work, we did

1 that on the closures.

2 We also went through and looked at each and
3 every cable pair in each closure to identify whether
4 additional splicing needed to be done on those cable
5 pairs. And I need to kind of lay a scenario out here
6 to help clarify what that entails. Each cable has a
7 certain number of cable pairs in it.

8 For instance, a hundred pair cable has a
9 hundred pairs, or 200 wires. If you have 100-pair
10 cable being spliced to another 100-pair cable, that's
11 400 wires that would be in the box. We use connectors
12 to splice our, or tie together two different cable
13 pairs together. What we did was we went through and
14 looked at the physical connector itself to determine
15 whether or not there was a problem with it.

16 In some cases over time the wire may have
17 been worked its way loose and it's not making a good
18 connection. In other cases the plastic installation
19 around the wire may have been started to wear and
20 expose some copper cable or copper on the cable pair
21 itself, and in those cases that potentially could cause
22 a short.

23 So we went through and did physical
24 inspections on each of those splices to identify
25 whether or not we had problems with the individual

1 cable pairs.

2 In doing that, if we thought that there was a
3 problem, we cut off that connector and replaced it. We
4 found throughout the whole 27 miles, we found 2,956
5 cable pair splices that we had to repair.

6 Now, it's important to understand that we
7 can't be sure that all of those were actually bad. But
8 we proactively replaced a lot of them to ensure that we
9 wouldn't have future problems.

10 And just to put this in perspective, if you
11 had a single cable pair that needed to be spliced in
12 ten different closures, we counted that as ten cable
13 pairs that were replaced or repaired.

14 So the 2,956 does not represent 2,956
15 different cable pairs. It could be multiple pairs
16 throughout the route, or the same pair throughout the
17 route. But 2,956 locations we actually did do this
18 work.

19 While we were doing this we also repaired the
20 facilities that are used to serve customers anywhere up
21 and down that route. So the repair work that we did
22 was more extensive than just doing it for Mr. Kieffer.

23 Some of the copper cable pairs have what we
24 call load coils spliced in to help overcome the
25 capacitance of the cable, and we also repaired 462 load

1 pairs along the route. And we replaced a number of
2 load coil cases along the route which entailed
3 additional splicing.

4 Q. What about any cable replacement?

5 A. Yes, we did do a number of locations where we
6 replaced cable. I'm going to go through and itemize
7 some of those, although the locations won't mean
8 anything so I won't make reference to them since there
9 are telephone closures numbers and they have no meaning
10 unless you know where they're located.

11 One location we replaced 260 feet of buried
12 cable. Another location that was a hundred pair
13 cable. In another location we replaced 290 feet of
14 25-pair buried cable. We replaced 300 feet of buried
15 22 200-pair cable. And we also replaced a 70-foot
16 section of cable.

17 In other locations we found that there was
18 cable that we could repair that there was problems with
19 the cable that may be between closures. The damaged
20 section where it was starting to get wet we could go in
21 and repair those, and we did that several times as
22 well.

23 Q. What about any repair replacement of carrier
24 equipment?

25 A. After we got the cable plant up to the

1 standards, we went through and tested the analog
2 carrier. We found that the repeater sections were no
3 longer appropriate given the fact that over time we
4 have had to replace cable with different gauge cable
5 which changes the electrical characteristics of this
6 signal.

7 We also found that some locations we've had
8 to realign our cable to match up with road work that
9 was being done. This either lengthened or shortened
10 those sections of cable and so it caused the repeater
11 spacings to be out of alignment with where we wanted
12 it.

13 So we went through and moved the repeaters.
14 At the time there was four repeaters on the system, and
15 we had to realign them to get them within the
16 specification that the manufacturer gave us.

17 Q. Again, for the record, what is a repeater?

18 A. A repeater is a regenerator of the carrier
19 signal.

20 Q. And what does it look like to the naked eye?

21 A. If you were driving down the street, what you
22 would see is a metal box or cabinet that is mounted on
23 a pole usually.

24 Q. What's its purpose?

25 A. To strengthen the signal so that when it gets

1 to the customer, they still have good voice
2 characteristics.

3 Q. So the farther away a customer is from the
4 central office, the more repeaters that are needed to
5 boost the signal?

6 A. That's correct.

7 Q. How many people worked in doing this work?

8 A. Over the period of five months that we've
9 been working on this, we've had many people working on
10 it. We've had two of our local technicians, who have
11 worked on it primarily. From time to time we brought
12 in as many as four or five other people. And then
13 myself and another subject matter expert on trouble
14 from Denver came up, and we spent several days up here
15 going through and testing the system.

16 Q. Does that conclude a general description of
17 the work that was completed since the last hearing?

18 A. It does, with the exception of some
19 additional work that we did just for Mr. Kieffer.

20 Q. What work did you do just for Mr. Kieffer?

21 A. Last week when I was up here testing -- I was
22 up here Monday, Tuesday, and Wednesday, flew up on
23 Monday to Rapid City and came up that day.

24 What we found, given the direction from the
25 Commission that we needed to be within the standard

measurements of noise current and so forth, when we
went at Mr. Kieffer's service, we found that the
spacing from the remote carrier terminal that serves
him and his father and his home caused him to be
outside of the design specifications.

Actually, the service was still pretty good,
but it was outside the design specifications. So we
added a fifth repeater which serves only him and his
father, and that brought us back into the design
criteria that we're held accountable for.

Q. So that was one more boost, in essence, of
the signal to he and his father's place?

A. Correct.

Q. Any other work that you did just for
Mr. Kieffer other than the placement of that additional
repeater?

A. No. The other work that we've done was a
general inspection and testing of the carrier system
and validating that it was producing service within the
specifications that it was designed for.

Q. And during these past months as the work is
being done, would it be typical that he would
experience outages as the work was being done?

A. Yes, it would, because we've had to replace
cable. Because we've had to cut cable to replace loops

ent again in loops again, because we've had to move
repeater to new locations, and also because while
waiting the service and trying to set the card
up.

And what that means is electronics that we
use at the repeater housing, which is called a
repeater, has different electrical options. And we
would set those for the maximum or the best service
that we could provide. But from time to time if we
found that a card was not providing good service, we
would have to replace it. So things like that would
cause us to have to take the carrier out of service so
that we could do that work.

Q And were these outages, would they be
temporary outages for a day, a few hours, or what would
they do? What would the extent of the outage be?

A It could be from a few minutes to several
hours, or the better part of a day.

Q Do you have before you what's been marked as
Exhibit 17?

A I do have that.

Q And did you prepare Exhibit 17?

A Yes, I did.

Q And what is Exhibit 17?

A Exhibit 17 is an attempt to capture what we

1 have spent in doing this work for what we call the
2 Sturgis east route, and it represents kind of a
3 category breakdown as to what monies we've spent.

4 The carrier equipment that we purchased for
5 approximately \$30,000 is for all new repeaters for the
6 entire route for all systems on that route. It's a
7 more modern version of the repeater. It allows us more
8 options for adjusting the signal to maximize
9 characteristics for voice grade service. And we went
10 ahead and replaced the repeaters at this time to make
11 sure that we were going to get quality service to
12 Mr. Kieffer and to other customers on the route.

13 The cable -- and I got that dollar amount
14 from the local supervisor who ordered the material and
15 had to pay the bill. The cable and wire replacement is
16 money that represents our cost to have subcontractors
17 come in and dig the ditches, the trenches that we
18 needed to place the cable as well as the material.

19 The labor, I only included the labor from the
20 two technicians who have done most of the work.

21 Q. That's Mike and Kenny. Those are the
22 technicians' names listed on Exhibit 17?

23 A. Yes. And Mike is Mike Halberts, he's the
24 local tech, and I believe Mr. Kieffer knows him. He's
25 done most of the work up here. He's on our

1 installation and maintenance crew. Kenny is on our
2 construction crew, and he worked with Mike for most of
3 the time. And then, as I said, there was additional
4 people that worked from time to time

5 Q. How did you get the 60 dollars per hour for
6 Mike and Kenny's work?

7 A. That is a dollar what we call loaded dollar
8 rate. That represents the cost to U S West for wages,
9 cost for the truck, cost for the tools, cost for
10 support people within the company. It's our standard
11 loaded rate that we use for a technician.

12 Q. So you had two people, and I know there was
13 some subcontractors, additional technicians, but you
14 had two people that worked a total of 10 weeks on
15 working on this?

16 A. Correct.

17 MR. WELK: I move for admitting of Exhibit
18 17.

19 MS. WIEST: Any objection?

20 MR. HOSECK: No objection.

21 MS. WIEST: If not, 17 has been admitted.

22 Q. I want to put on the record a little bit why
23 is it difficult to analyze technical problems with the
24 route the size of Mr. Kieffer's.

25 A. Technicians work on the plant over a period

1 of time. And I guess I would kind of give the analogy
2 of kind of like most of our garages. You know, they
3 start off perfect and we throw something in there
4 because we don't have any place to put it. And over
5 time we get a lot of stuff in there, and then we just
6 need to go in and clean it out.

7 The route is built and designed to provide
8 quality service. Over time you have problems with the
9 plant, such as someone will cut the cable and we have
10 to go in and do repairs. Water will get in the cable
11 and we start to lose some of the cable pairs but the
12 others may work fine. Somebody will hit a closure and
13 we will straighten it out and put it back in service.

14 And at the time you do each of that and the
15 day-to-day work, it's fine, it's appropriate work to
16 do. It restores service. But over time you need to go
17 through and do a thorough analysis from end to end.
18 With Mr. Kieffer's service, we did not have a history
19 with our Trouble Report Bureau that indicated that we
20 had significant problems on this route.

21 When we look at the total number of customers
22 working on this route, when we look at the trouble
23 reports that we've had on this route, there simply has
24 not been enough activity out there to generate an
25 obvious need to go through and do an end-to-end

1 maintenance or end-to-end analysis of the route.

2 Mr. Kieffer and his father are on the far end
3 of the loop, or on the route. They have had some
4 problems out there that caused us to do a little bit
5 further analysis. I think that other subject matter
6 experts having similar quality fixes that I have and
7 similar number of years with the company may say that
8 it still wasn't time for us to do this much work out
9 there.

10 Obviously, we have expended a lot of money
11 out there. I, personally, my preference is to be more
12 proactive. I think that in the long run it's going to
13 be best for all the customers out there. And so we
14 used this as an opportunity to get the resources to do
15 an end-to-end analysis on the route.

16 And I think it was appropriate, and I think
17 that it actually is going to be very beneficial for the
18 customers out there because I think we are now in a
19 position to really provide reliable, high-quality phone
20 service to Mr. Kieffer and the other customers that are
21 served off of this route.

22 Q. Why does it take this long to do the analysis
23 and determine the work that needs to be done?

24 A. Much of the work that needs to be done, you
25 can't just look at it and say this is what's needed.

1 if we were repairing a car, we could all walk around
2 the car and we could all agree, yeah, that's a dent in
3 the car and it needs to be replaced and this headlight
4 is broken and it needs to be replaced.

5 Much of the work on facilities like this you
6 have to do it through testing procedures and you have
7 to look at the electrical readings that you're getting
8 back when you run certain types of tests. From that
9 you have to make some deductions as to what that
10 reading means.

11 In other words, if I was to do a resistance
12 test on a mile of cable and I knew the whole mile was
13 22 gauge, I could sit down and do a calculation and say
14 this is the reading that I should get. If I get a
15 reading that's significantly different from that, there
16 was something going on in this cable.

17 Now I got to figure out what's going on in
18 the cable. I might determine there's a wet section,
19 but I have no idea where in that 5,000-foot section
20 it's wet. So then you have to go through and start
21 eliminating and closing the gap in smaller and smaller
22 sections, trying to isolate where that section is wet.

23 The same can be true if you have a short.
24 You might be able to do an electrical test; and you can
25 say, boy, there's a short somewhere on here but I have

1 27 miles. Where am I going to find this short? And
2 you go through and you try to do electrical tests. You
3 try to look in closures, you try to visually inspect
4 it, and it's extremely difficult.

5 The best way to do this is to go through,
6 identify those pieces of plant that you can that have a
7 problem, fix them, and then go through and do another
8 series of tests and see whether or not everything is
9 coming up the way it's supposed to or if you have
10 additional problems.

11 It's like I indicated earlier on doing the
12 splicing. You can go in and look in a closure and
13 there's 400 wires in it. You have 200 spliced
14 connections in that one box, and we've got 88 boxes
15 along this route. You can look in there and it may not
16 be readily apparent that there's a one-sixteenth inch
17 piece of the wire that is exposed and that it's
18 touching the ground bar and it's shorting out.

19 It may not be apparent that the splice of
20 wire going into the splice connection is loose and is
21 not making good contact within that splice connection.
22 Because there's nothing visually that's going to show
23 you that unless you take it out and really examine it.
24 And when you got 200 splice points in a closure and you
25 got 88 closures, it becomes very difficult.

1 So what we have to do is kind of sequentially
2 go through the whole route and identify what we can,
3 fix it, go through identify more and fix it and so
4 forth until you get to the point where you say, you
5 know, all of our test results now indicate that there
6 are no more problems.

7 Q. Let's turn to Exhibit 16 then. Did you
8 prepare Exhibit 16? That's the one that says the
9 current balance and noise.

10 A. I want to make sure I get all the exhibits
11 back. Yes, I did.

12 Q. Now, what is Exhibit 16?

13 A. 16 is a report of the tests measurements that
14 I took last week when I was here in town. And let me
15 clarify what I mean by "I took." I came up here last
16 week and brought with me a subject matter expert by the
17 name of Chris Robertson. Chris is a specialist in
18 solving service trouble. He works directly with the
19 technicians on a day-to-day basis to resolve
20 particularly difficult cases of trouble. So he has a
21 lot of experience, and he knows his stuff.

22 He and I came up; we met with Mike Halberts,
23 the local technician, and the three of us went out and
24 we began to run tests on Mr. Kieffer's service. Our
25 initial tests indicated that the service from the

1 remote terminal to Mr. Kieffer's house was -- the route
2 was too far, or the drop lengths was too far.

3 So we started making some rearrangements in
4 the way we had configured the network. That included
5 making sure that his remote terminal was closer to his
6 home, and it also included putting in a fifth
7 repeater. I participated in all of those processes to
8 do that work.

9 Once we had the repeater in the right
10 location, we tested the service. I participated in the
11 testing of the service. It came in within
12 specifications, but something just did not feel right.
13 And mostly I was concerned about the high frequency
14 loss on his service, which is not something we normally
15 test for. It's not something that is a part of the
16 index that we measure our quality of service against.
17 Yet it was of concern to me.

18 We did further work on the system. We
19 identified what was causing that. We corrected the
20 problem. And then we went back and we took some
21 additional measurements. In doing that, we also
22 listened, audibly listened to the line. The line
23 sounded extremely quiet, and we did not detect any
24 audible noise. And we observed it for a period of ten
25 or 15 minutes. We did not find any problems with it.

1 And we also took these tests. The current on
2 his line is 20.9 milliamps.

3 Q. Let's talk about each one of these measures.
4 all right? On Exhibit 16 these are measurements of
5 what?

6 A. These are standard measurements that are used
7 in the industry to quantify whether or not service is
8 adequate based on industry standards.

9 Q. What industry standards are you referring to?

10 A. These are standards that go back into the
11 days when AT&T was one Bell system and they are
12 continued to be used. They are also recognized by
13 IEEE, and they are published in IEEE documents as well.

14 Q. What is IEEE?

15 A. International Electrical Engineering, I don't
16 remember, but it's a national electrical engineering
17 association. They are involved with setting national
18 electrical codes and all sorts of things.

19 Q. You talked about last time in your testimony
20 about the dB's for voice grade service. Do you
21 remember that testimony?

22 A. Yes.

23 Q. And you provided a range, did you not?

24 A. I believe I did.

25 Q. Do you remember what that range was?

1 A. Well, it depends on which measurement you're
2 talking about.

3 Q. So this helps to look at what the
4 measurements are within the voice grade service; is
5 that correct?

6 A. Correct.

7 Q. First of all, before we talk about, let's
8 define what they are. What is the measurement of
9 current refer to on Exhibit 16?

10 A. Current is the amount of electrical current
11 that is being used to run the telephone instrument
12 itself.

13 Q. And what type of test do you -- did you put a
14 box, or how did you conduct this test to determine the
15 current?

16 A. We have a test set called 965 that's the
17 model number test set, nowadays is pretty nice because
18 all these test sets are automated. They are especially
19 designed for the telecommunications industry. They
20 have the standards built into the test set. It's a
21 digital readout and it not only tells you whether or
22 not -- or not only tells you what the reading itself
23 is, it also tells you whether or not you're meeting the
24 standard.

25 Q. All right. And under current, you say that

1 the standard requires 20.0 MA or higher. What did you
2 say MA meant?

3 A. Milliamps.

4 Q. And what did the measurement show for?

5 A. The current of 20.9 milliamps is meeting the
6 standard of 20 or higher.

7 Q. What is the measurement of balance?

8 A. Balance refers to looking at the two sides of
9 electrical circuit. In the telephone industry we call
10 it the tip side and the ring side, old telephone
11 terms. But to complete a circuit, you want to make
12 sure that you've got the same electrical
13 characteristics on one side as you have on the other,
14 otherwise it's going to cause problems. In this case
15 the balance requirement is that it comes in at 50 dB or
16 higher. We read a reading of 70 dB.

17 Q. How does the difference between 70 and 50
18 compare? Is that a significant difference?

19 A. It's very significant. It's a very good
20 balanced line.

21 Q. What about the difference between 20.9 and
22 20, is that significant or not as far as the current?

23 A. I mean it's important that you meet the
24 standard. The higher the current reading, the stronger
25 the signal is going to be. But once you meet the

1 standard, you're going to have good voice
2 characteristics.

3 Q. What about the noise measurement?

4 A. Noise is important because noise is what you
5 audibly hear when you're talking using the telephone
6 line. If you have a noise characteristic of 30 dB or
7 higher, that is generally what everyone -- or most
8 people would say I can tell there's noise on this
9 line. We try to meet a standard of 20 dB, although the
10 industry says that if you're anything under 30 is
11 acceptable. We try to meet 20.

12 A reading of 12.9 is extremely significant
13 because the noise characteristics that you hear double
14 for every three dB. So if we went to 15.9 that would
15 be twice as noisy as this one. If we went to 18.9 it
16 would be twice as noisy as 15, or four times as noisy
17 as 12.9.

18 So at 18.9 we're still under the 20 dB
19 objective that we go for, and so this is less than
20 one-fourth as noisy as what a line would be that we
21 would consider being completely acceptable. And it's
22 still way under the upper end of 30 dB.

23 Q. What about the measurement of loss you've got
24 at 1,005 HZ, what's that refer to?

25 A. HZ is hertz. It's a frequency measurement.

1 and we measure the voice grade service ranges from 300
2 hertz to 3,000 hertz. 1,005 hertz is a middle
3 frequency range. That is used to identify whether or
4 not you're within standard. You want to be at 8.5 dB
5 or less. We're at 5.6 dB, so we're significantly under
6 the upper limit for loss at that frequency.

7 MR. WELK: Move for admission of Exhibit 18.

8 MS. WIEST: Any objection?

9 MR. HOSECK: No objection.

10 MS. WIEST: If not, it's admitted.

11 Q. Based on the tests and the work that's been
12 done, how would you characterize the service that
13 Mr. Kieffer has today?

14 A. Based on objective tests -- and these tests
15 are the only thing that is objective. Based on these
16 objective tests, his service is providing very good
17 quality, voice grade quality service.

18 Q. What about this issue on the Internet that we
19 have heard him talking about? You heard his testimony?

20 A. I did.

21 Q. And what is your response regarding the
22 Internet service?

23 A. I have several issues that I think are
24 important to consider. First off, Mr. Kieffer
25 indicated that he ought to be able to get Internet

1 service. And my understanding was the way he phrased
2 it is he ought to be getting Internet service at any
3 speed that he chooses. If he goes out and buys a 56 K
4 modem, he ought to be able to get it at 56.

5 Obviously, U S West has stated in several
6 other hearings that we do not believe that we have an
7 obligation to provide data service over voice grade
8 service. Customers are buying voice grade service from
9 us.

10 But that issue aside, it begs the question of
11 what is the appropriate speed that U S West would have
12 to build its network to. There simply is no standard.
13 We don't know how to design and build a network. Even
14 if we had this obligation, which I don't believe we do,
15 we don't know how to design and build a network to meet
16 these characteristics when there is no standard.

17 But let's assume for a minute that there is
18 an obligation to provide Internet access. Internet
19 access can be obtained at 1.4. It can be obtained at
20 4.8, 8, or 9.6. There's a lot of different speeds that
21 you could build the network to.

22 So then the question raises to the level of
23 what is the obligation of the customer with respect to
24 their modem? I personally don't know enough about
25 modems to say for sure, and I don't think Mr. Klepper

1 can say for sure what his modem is designed to
2 provide.

3 When Chris Robertson was out here, Chris
4 talked to a subject matter expert in Denver, one of his
5 colleagues, who said that this modem is not designed to
6 step down below a certain level. Which means that if
7 the Internet access is -- if our loop is capable of
8 providing Internet access, if his modem cannot match
9 the speed that our network is designed for, he's not
10 going to be able to connect and stay connected.

11 So the fact that he cannot connect or stay
12 connected is not -- does not imply that our network is
13 deficient. It simply means that the combination of our
14 network and his modem and his computer and his Internet
15 provider's equipment and the intralATA and interlATA
16 services that connect his local call number to that
17 Internet provider, which is not in Sturgis but is
18 remote, all of that network put together is not going
19 to support the computer configuration that he has.

20 I'm not here to design and build computer
21 systems. But I can say that there simply is no way
22 that we can meet a standard that doesn't exist, and I
23 don't think that there's any way of specifying or
24 proving that the problem is in our loop.

25 There's been no other testimony as to what

1 the quality of the line is other than the best that
2 I took. I personally took it. I am confident that
3 these readings are correct. I am confident that the
4 voice characteristics of the loop that we have received
5 Mr. Kieffer meet all industry standards.

6 Now, Mr. Kieffer has indicated that the
7 Internet access got worse as we did the work. I
8 believe we were directed to do by the Commission, and
9 that is to bring the voice grade part of the service
10 into compliance with industry standards.

11 Adding a fifth frequency component does
12 enhance the voice service. There are also some very
13 minor noises that may be on the line that may be
14 contributing to the fact that we did have access
15 access at over 10 Mbps per second as we reported to
16 me.

17 I think it sounds like we're going to
18 connect at that speed or higher. But we're having
19 problems staying connected. But we are going to
20 bring the voice grade service up to industry standards.

21 Q. Have you received any comments from customers
22 about the testing procedures, both before and after,
23 or the nature of the work was needed to be performed by
24 U S West?

25 A. No.

1 Q. Have you met the commitments to the
2 Commission that you've promised them to get the
3 evaluation and testing and work completed?

4 A. Yes, we have. I believe that throughout the
5 previous months I regularly reported to the Commission
6 as to what our expectations were with respect to the
7 lines, and we have met all of those time line
8 requirements.

9 MR. WELK: I have nothing further

10 MS. WIEST: Mr. Kieffer, do you have any
11 questions?

12 MR. KIEFFER: Yes, I do.

13 CROSS EXAMINATION

14 BY MR. KIEFFER:

15 Q. It's my understanding that the telephone line
16 comes down along Highway 34 and branches off over to the
17 place down by the old iron bridge. You're familiar
18 with the road? You've been out there?

19 A. Yes. Is that the bridge right close to the
20 highway.

21 Q. Right.

22 A. Yeah, where the wrecked cars are?

23 Q. Right.

24 A. Yeah.

25 Q. And you've done tests on all the lines and

1 the way over, including Robert Weier (sp), Bruce Weier,
2 Leo Weier, all those neighbors in that area?

3 A. I personally was involved in testing out the
4 carrier system that you're on.

5 Q. Do they -- right up to their houses?

6 A. There's four customers on that system, you
7 and your father and two other customers; don't know
8 the names of.

9 Q. Okay. All those neighbors that live out
10 there, do they all have -- have you met the
11 requirements as to where you've got my phone line with
12 their places? Have you tested those individually?

13 A. I have tested the four workers that's on the
14 carrier system that you are on. I did not go to each
15 individual house and test those services because we
16 were working on your particular complaint. We were not
17 working on other people's complaints. And as far as I
18 know, there was no complaints from them.

19 Q. So it's my noting from your testimony that
20 you said that all the neighbors -- that you've upgraded
21 everybody else's line along with mine, but yet you
22 don't know the status?

23 A. What I'm saying is when we went through and
24 replaced cable, that would benefit you as well as other
25 customers that were working through that section of

1 cable. When we replaced loops and got rid of potential
2 problems within the closures, that would have
3 benefitted the other people.

4 Q. Do you know --

5 A. Obviously if there's, you know, hundreds of
6 people working along that Highway 34, I did not go out
7 and test every customer's line.

8 Q. My question is for those neighbors that I
9 identified on that road that branch off from Highway
10 34, do they have the same standards as what I've got
11 now at their house?

12 A. The standards that we would have to meet are
13 the same. I did not go test their individual services.

14 Q. Okay. Why was it decided by U S West that
15 they would just update and outdate its system? When I
16 left the previous hearing, I was not under the
17 assumption that there was going to be anything done to
18 upgrade other than seemed to me like the focus was to
19 put in a system that was reliable, not this old
20 outdated Anaconda system.

21 Why was a decision made to just start fixing
22 the system? Why can't we have Caller ID capability out
23 there? If you upgrade the system, you would have that.

24 MR. WELK: You have to ask one question at a
25 time and not make a statement. I'm going to object.

1 know you don't understand -- if you have a question,
2 let's give them one at a time to Mr. Peters. What is
3 the question you would like to ask him?

4 Q. Why have you decided to put in a system
5 that's not compatible with Caller ID?

6 A. Well, we did not put in a system that was
7 incompatible with Caller ID. We had a system already
8 in place that was in place prior to Caller ID being
9 even available. So we did not put in a system that is
10 incapable of you providing Caller ID. We simply
11 maintained and fixed any problems that was inherent in
12 the system.

13 Q.. So what would it take to upgrade the system
14 to get Caller ID and get a system that's compatible with
15 other U S West customers?

16 A. The cost of doing that is going to be
17 substantial, probably approaching a million dollars. I
18 not more, top of my head estimate as to what the cost
19 would be for that route. And I don't believe U S West
20 would be inclined to do that unless there was cost
21 recovery figured into, you know, a decision on how we
22 would recover our costs for making that kind of
23 investment. Obviously, you know, 15 or 20 a month
24 more for basic voice service -- I don't know what the
25 rates are up here -- certainly are not going to cover

1 the million dollar investment.

2 Q. So you're saying it's going to cost a million
3 dollars to upgrade this system when you've already got
4 a system that is set up with good phone lines, good
5 connections, all that? Isn't it a matter of probably
6 just replacing some cards to upgrade a system?

7 A. No. The analog carrier systems, including
8 all systems on this route, would have to be replaced
9 with a digital system to upgrade it to that
10 capability. So it would be a major redesign of the
11 entire network from our central office out to every
12 customer served off of Highway 14.

13 Q. Okay. If it was stated in this hearing, and
14 I've seen other correspondence that I should expect to
15 have phone lines down while you was all working on
16 them. And that if you knew that, then why didn't you
17 make arrangements to provide us with cellular phone
18 service so we could continue having communications?

19 A. That's not a technical question that I can
20 answer. That's policy question.

21 Q. So, in other words, there's nobody here that
22 can answer that question?

23 A. No.

24 Q. Why was the line allowed to be deteriorated
25 to the point by U S West that I had to go through all

1 of what we've been going through the last couple years
2 or year with hearings?

3 A. I don't think it's a matter of it being
4 deteriorated as much as human error and not putting in
5 the fifth repeater and moving the RT closer to your
6 location. As I said, we have not had a general problem
7 on this route, so I don't think it's a matter of
8 deterioration. It was just somewhere along the line
9 the electrical parameters and the understanding of how
10 far away you were was not fully understood.

11 If you'll recall, you put in the line from
12 the grain elevator, as I understand it, or grain
13 storage place to your location. And I suspect that the
14 engineering people that was responsible for this route
15 simply didn't understand how far away you were.

16 Q. So you're saying that you got all these
17 costs. Wouldn't Mike and Kenny be paid regardless of
18 whether they worked on my line or somewhere else?

19 A. I don't think that that's material. They
20 would have been doing other work that needs to be done
21 needs to be done and which we're still going to have
22 pay to have done.

23 Q. Why can't I get U S West technicians support
24 on the weekends and at night out where I live?

25 A. Again, that's policy decision. I can't

1 answer that.

2 MR. KIEFFER: That's all I have.

3 MS. WIEST: Mr. Hoseck.

4 CROSS-EXAMINATION

5 BY MR. HOSECK:

6 Q. Mr. Peters, I want to go back a step here in
7 this entire amount of work that's been performed on
8 behalf of Mr. Kieffer. Is it true that he's a part of
9 the Sturgis exchange?

10 A. Yes.

11 Q. Okay. And so when we're talking about
12 getting service out to Mr. Kieffer, that we're really
13 talking about local exchange service here, correct?

14 A. You're talking about basic voice grade
15 exchange service.

16 Q. It's the local exchange service, is it not?

17 A. Yes.

18 Q. And so when we get to this business about
19 standards, and more particularly those on Exhibit 10
20 your exhibits, are the standards that you have placed
21 on there -- let me state it this way. Does U S West
22 have standards that are different from the industry
23 standards?

24 A. As far as I know, it's the same standards
25 that the industry generally uses. I don't know about

1 every independent newspaper in
2 the country.

3 Q. Would there be any more of these
4 the column on the front page of the
5 would there be any more of these
6 the old Baltimore Sun? Would there be
7 talking about news?

8 A. These newspapers, as far as I know, have
9 changed from the old Baltimore Sun.

10 Q. Okay. Now, would there be any more of these?

11 A. Yes, there would.

12 Q. Now, would there be any more of these?

13 A. Okay.

14 Q. And what would these be? Would there be any more
15 were included on the front page of the Baltimore Sun?
16 paid for news?

17 A. I don't know. I don't know if there would be any more
18 is.

19 Q. Now, would there be any more of these?

20 A. Yes, there would. I don't know if there would be any more
21 included on the front page of the Baltimore Sun, but I don't
22 for the Baltimore Sun, but I don't know if there would be any more
23 associated with

24 Q. Now, would there be any more of these?
25 Mike and Penny were the

1 A. No.

2 Q. Do you have any other information?

3 per hour?

4 A. I would like to see the information.

5 believe top credit.

6 year.

7

8 confidential.

9 believe confidential.

10 look at the information.

11 information.

12

13

14

15 your answer.

16

17 A. And the information.

18 question being asked.

19 actually, I believe the information.

20 Q. And do you have any other information?

21 into that range, or have you?

22 A. I would like to see the information.

23 years of service to the company.

24 top credit.

25 Q. Okay, now, I would like to see the information.

1 PROACTIVE IN YOUR PERSONALITY. I'M SURE YOU
2 HAVE OBSERVED THE POWER OF THE
3 MATTER.

4 CAN YOU TELL ME IF YOU
5 HADEN THE LOSS OF THE
6 COMPLAINT FILED IN THE
7 CASE OF THE
8 THAT HE WAS NOT

9 A. THAT WAS THE

10 Q. REPORTED IN

11 A. ONLY

12 UNTIL THE

13 ANYTHING THAT

14 EARLIER IN THE

15 Q. ONLY

16 INVOLVED IN THE

17 A. COTTON

18 Q. IS IT YOUR

19 KNOWLEDGE AS TO THE

20 A YEAR AGO IN THE

21 A. I WAS NOT

22 BEEN IN SOUTH CAROLINA

23 WAS NOT INVOLVED WITH THE

24 WAS NOT AWARE OF THE

25 CAN'T ANSWER THAT QUESTION

1 Q. Well, in your involvement in this case, did
2 you do any investigation as to, you know, why this
3 problem persisted as long as it did?

4 A. No, because my focus was on trying to get the
5 problem fixed, not on trying to go back and assign
6 blame as to what has happened in the past.

7 Q. And you were present, were you not, at the
8 hearing, I believe it was December 1975, down in Wash-
9 ington City in this case; is that correct?

10 A. Yes, I was.

11 Q. And through these proceedings you have been
12 aware of Mr. Kieffer's need for people. Have you not?

13 A. Yes.

14 Q. And it is apparent, is it not, that he needs
15 it for his work?

16 A. That's been his testimony.

17 Q. And would you agree that also the phone is a
18 matter of convenience to him because his work?

19 A. Yes, I would agree with that.

20 Q. And would you agree that phone service is an
21 essential service to Mr. Kieffer?

22 A. I would agree that he would require it to do
23 such.

24 Q. And would you agree it is an essential
25 service to his family?

1 A. Again, I would agree that they perceive it
2 be such.

3 Q. Well, that's not what I've really asked you
4 is what they perceive it is. I'm asking you if you
5 agree it's an essential service to Mr. Kieffer based on
6 his testimony in your presence at Born hearings?

7 A. Could you define what essential is?

8 Q. Well, I think that's a rather elementary
9 term, Mr. Peters.

10 MR. WELK: I'm going to object to the
11 question as argumentative and call for the witness to
12 speculate what the thought processes are of
13 Mr. Kieffer.

14 MR. HOSECK: Well, go ahead.

15 MS. WIEST: Is the question could you
16 repeat the question?

17 MR. HOSECK: I have asked him if he agrees
18 that it is an essential service to Mr. Kieffer. The
19 second question was whether he agrees it is an
20 essential service to Mr. Kieffer's family.

21 MS. WIEST: Overruled.

22 A. The reason I can't answer that is because I
23 don't know what essential is. There are thousands
24 people that live in this country that do not have such
25 service. If it's essential to Mr. Kieffer, is it

1 essential to them as well? So I answered that I
2 believe his perception is that is it essential to him
3 I can't rule on the absolute as to whether really it
4 essential.

5 Q. You've heard Mr. Kieffer testify in both of
6 these hearings, haven't you, Mr. Peters?

7 A. Uh-huh.

8 Q. And have you formed any conclusions as to
9 whether or not this is an essential service to
10 Mr. Kieffer?

11 MR. WELK: Objection. Again, this is solely
12 improper. This calls for speculation for this witness
13 to speculate on the state of mind of another person.

14 MS. WIEST: Sustained.

15 Q. Well, let's put it this way, Mr. Peters,
16 would you like to have service at the level that
17 Mr. Kieffer has had in the last year from U S West?

18 A. Well, probably for me, personally, it
19 wouldn't have mattered because I'm not home much and I
20 don't use my phone. I think that a normal person would
21 want and expect phone service to be reliable.

22 I think from the very beginning we have
23 indicated that it is our desire that we provide
24 reliable service to them. I think we have worked to
25 that end. I think we now are in a position where we

1 can say he does have reliable voice grade service.

2 Q. Do you know what the word inconvenient means?

3 A. Yes, I do.

4 Q. Would you define it as you understand it,
5 please?

6 A. You know, I'm here as a technical witness.
7 You're asking me about things that are not technical in
8 nature.

9 Q. Please answer the question.

10 A. Inconvenience is a matter of -- is something
11 that's not convenient.

12 Q. And would you agree that based on your
13 involvement in this case and hearing Mr. Kieffer's
14 testimony, that it has been inconvenient for him not to
15 have reliable service over the last year?

16 A. Yes, I would.

17 Q. Okay. I want to go back to some of your
18 testimony here with regard to I believe you termed it
19 human error versus the deterioration in the system.
20 Can you expand on that a little bit and explain to the
21 Commission what exactly what elements of human error
22 you have observed in your inspection of this local
23 exchange service to Mr. Kieffer?

24 A. The fact that we had to move the remote
25 terminal closer to his home, the fact that we had to

1 add a fifth repeater. Those are the things that I
2 would say was human error in the way this system was
3 designed when he moved out to that location and buried
4 his line out to the road and where we picked it up and
5 tied it into the system. Clearly it was not understood
6 how far away he was from the remote terminal, and it
7 should have been moved closer to his house.

8 Q. Do you have any idea when that particular
9 design phase was implemented?

10 A. It seems to me -- and I won't swear to the
11 date, but it seems to me that he got line extension
12 charges sometime in the fall of 1997. So I would
13 assume that that was the general time frame when the
14 line was buried back out to the remote terminal where
15 it was then located.

16 Q. And is it your testimony here today that this
17 system is not capable of providing Internet service for
18 Mr. Kieffer?

19 A. No. He's already told me when I was at his
20 house last week that he has connected to the Internet
21 at 16 kilobyte or better.

22 Q. Okay. So you think this system is capable of
23 providing the Internet service?

24 A. The manufacturer does not design and build it
25 for Internet service. But, obviously, Mr. Kieffer has

1 gotten onto the Internet at those speeds so apparently
2 he is getting Internet service over it.

3 Q. When you say the manufacturer, the
4 manufacturer of what?

5 A. Of the Anaconda analog carrier system.

6 MR. HOSECK: No further questions.

7 MS. WIEST: Commissioner Nelson.

8 COMMISSIONER NELSON: When you asked --
9 somebody asked the question a while back about whether
10 or not the modem would go down to the level that will
11 allow him to use the system that you've installed, does
12 that mean that -- and the testimony, did you give that
13 testimony, or was Kieffer giving that testimony? I
14 don't remember anymore.

15 A. I think --

16 COMMISSIONER NELSON: I think you gave it.

17 A. I think Mr. Kieffer was asked questions by
18 Mr. Welk, and then I expanded on that issue with my
19 testimony.

20 COMMISSIONER NELSON: Because I have it under
21 your testimony something about -- I think something
22 about the modem won't go down. Does that mean his
23 system can't be used at a low enough speed to be used
24 on your system? Is that it?

25 A. A 56 kilobyte modem is operating -- is

1 designed to operate at 56,000 bytes per second. The
2 speed that he was connecting at was 16,000 bytes per
3 second, so it was connecting at approximately a third,
4 or 30 percent of the maximum rate. If the phone line
5 will support a lower speed, you have to make sure that
6 the modem will also support that lower speed. I'm not
7 sure that his modem will, in fact, automatically
8 readjust the speed down to match the line.

9 COMMISSIONER NELSON: Do most modems today
10 adjust down like that?

11 A. I can't answer whether most do or not. I'm
12 really not a computer expert. I know talking to Chris
13 Robertson and the information I got from him and from
14 the subject matter expert that he talked to, there are
15 modems that will do that, but I don't know if it's most
16 or some.

17 COMMISSIONER NELSON: And you probably don't
18 know if those modems that would do that probably don't
19 go up to the 56 kilobyte?

20 A. No. My understanding is that there are
21 modems that will do the full range from the lowest to
22 the highest.

23 COMMISSIONER NELSON: Okay. Thank you.
24 That's it.

25 MS. WIEST: Could you look at Exhibit 10.

1 Mr. Kieffer's, and just that very first paragraph
2 there?

3 A. Yes.

4 MS. WIEST: Are those dates -- do you know if
5 those dates are attributable, especially the April
6 dates, to days when U S West was working on the line,
7 those outage dates?

8 A. We did significant amount of work throughout
9 March and throughout April and we just completed the
10 work mid-May, so those dates would be in the time frame
11 when we were replacing cables and moving repeaters and
12 so forth.

13 MS. WIEST: You don't know specifically
14 whether you could match those dates up?

15 A. No, no. The other thing is if we were
16 working on repairs for other customers, that could also
17 have affected his service.

18 MS. WIEST: And then for the type --

19 A. Could I just point out one thing just for the
20 record?

21 MS. WIEST: Okay.

22 A. The issue is whether or not we are providing
23 reliable service. Mr. Kieffer has indicated that other
24 than last week when he knew we were working on the
25 line, that he has had no outages since April 25th.

1 That is approximately to June 2nd and that's
2 approximately five weeks. So I would just like to take
3 note of the fact that the service since we have
4 completed the work certainly appears that it's becoming
5 reliable. I recognize that more time will need to go
6 by, but I do believe we do have a reliable system out
7 there now.

8 MS. WIEST: And then for the type of analog
9 Anaconda carrier system that he is on, do you know at
10 what speed that type of system can support at all?

11 A. As I indicated to Mr. Hoseck a few minutes
12 ago, the manufacturer of that equipment does not
13 warrant any kind of Internet speed. We do know that
14 from previous experience that people are getting on the
15 Internet over analog carrier, but because the
16 manufacturer doesn't warrant it, we can't warrant it.

17 MS. WIEST: Okay. That's all I have.

18 COMMISSIONER NELSON: I came up with a couple
19 more questions. Back to these dates when Ms. Wiest
20 just asked you about the dates and whether or not you
21 knew for sure whether they were dates that you worked
22 on this system, you said you didn't know; right?

23 A. I know.

24 COMMISSIONER NELSON: You don't really know
25 on those dates that the reason he didn't have service

1 is because you were working on the system?

2 A. I know that Mike dedicated his time to this
3 job through this period of time.

4 COMMISSIONER NELSON: But that's not the
5 question I asked. The question I asked was you do not
6 know specifically that these dates were dates that the
7 reason he did not have service was because these people
8 were working on the lines; is that right?

9 A. I know explicitly that these dates Mike
10 Halberts was working on the line because that's what he
11 charged his time to. I don't know exactly what he did
12 on those dates, so I can't match it up exactly what his
13 job function was or what tasks he was doing on those
14 dates with these dates.

15 COMMISSIONER NELSON: If he was working on
16 the lines, that does not necessarily mean -- could he
17 be working on something that affected the other
18 people's lines and not Mr. Kieffer's, or are they all
19 affected?

20 A. If he's working on the carrier system or if
21 he's replacing cable, splicing in cable, loops,
22 removing repeaters to different spacing, it would
23 affect everyone out there. Certainly not every minute
24 that he's working on this job, certainly not that every
25 time that we work on the line Mr. Kieffer's is going to

1 be out of service.

2 But there could be times during the day when
3 it would be out of service and then back into service.
4 And it could be for him, it could be for other
5 customers, it could be for a lot of people at the same
6 time. It just depends on the type of work that was
7 having to be done that day.

8 COMMISSIONER NELSON: But Mr. Kieffer would
9 like me to believe that you didn't fix the problem, it
10 was ongoing and he had more problems. And when you
11 tell me that this was when you were working on the
12 lines, and if we're going to fix this problem we should
13 have some kind of assumption that we may temporarily be
14 without services.

15 So I guess I'm trying to find out in my own
16 mind if we really know that the reason Mr. -- I'm
17 trying to decide for myself based on what we know,
18 whether or not he actually had an ongoing problem, or
19 if the reason the man didn't have service is because
20 you guys worked on the lines at that particular time
21 and that put him out of service.

22 A. The information that would be available, I
23 could not give you that much detail. I know that Mike
24 and Kenny, the days they were working on this system.
25 I know that the work they were doing could potentially

1 put him out of service. But we don't have a daily log
2 that says at 2:07 I did this and that put somebody out
3 of service. I don't have that much detail.

4 COMMISSIONER NELSON: So the answer to my
5 question really is we don't really know if that's why
6 he didn't have service or whether or not the system
7 didn't work right.

8 A. I could not prove that these dates match up
9 with times that we put him out of service. Like I
10 said, we don't keep it, so I guess I would have to say
11 yes.

12 COMMISSIONER NELSON: Okay. Thank you.

13 MS. WIEST: Does U S West go out and check
14 li es absent a major complaint, or do it on a regular
15 basis?

16 A. We're certainly checking lines as part of the
17 normal repair process. The end-to-end analysis on an
18 entire route obviously is very labor intensive, very
19 costly so those are done as a need arises and we
20 identify that need.

21 MS. WIEST: And is there -- so is there not a
22 maintenance type of schedule for lines, or is it just a
23 reaction to problems?

24 A. There's maintenance on individual piece part
25 basis. In other words, if we see if a closure gets hit

1 and we have to replace it, we go out and do that. At
2 that point in time we would not check the other 57
3 closures on that 27-mile stretch. We would do the work
4 indicated from the damage that we saw.

5 MS. WIEST: Do you have any redirect,
6 Mr. Welk?

7 REDIRECT EXAMINATION

8 BY MR. WELK:

9 Q. Does an ordinary voice grade circuit, is it
10 capable of having a 56 kilobyte Internet service?

11 A. To the best of my knowledge, it is not.

12 MR. WELK: I don't have anything else.

13 COMMISSIONER NELSON: I have one more
14 question I guess I thought of. Back to this -- I
15 forgot which exhibit number it is. It talks about the
16 current and the standards.

17 A. Yes.

18 COMMISSIONER NELSON: When you talk about the
19 20.9 --

20 A. Yes.

21 COMMISSIONER NELSON: -- or higher, is the 20
22 point the bottom and then how high is the top?

23 A. On the current ideally we would have 20 or
24 above. Actually, we have -- there's times when you can
25 run the service below 20. So how far below 20 can you

1 go? You know, I think that's an individual case
2 basis.

3 But for the broad spectrum of services, we
4 try to get 20 or above. Without getting into technical
5 publications and doing some analysis, I couldn't tell
6 you what the top would be but I think it's probably
7 around 38. But it's rare -- it's rare that you would
8 be up that high.

9 COMMISSIONER NELSON: But when you tell me
10 that the current -- the standard that you have said is
11 you try to get 20 and that this is the standard that
12 was met, was 20.9, I can compare that to something.
13 When you tell me that for noise what you found was 12.9
14 dB and what the standard requires is 30 dB or more, I
15 can compare 12.9 to 30. What am I supposed to be able
16 to compare the 20.9 to?

17 A. 20.

18 COMMISSIONER NELSON: But I want to know if
19 that's the floor or the ceiling. I want to know what
20 most people are getting.

21 A. Most people are between 20 and probably
22 around 24, 25.

23 COMMISSIONER NELSON: Okay. That's what I
24 wanted to know. Thank you.

25 MS. WIEST: Any other questions?

1 A. Let me add one part to that. When you have
2 an all copper loop, you generally would be over 23.
3 When you're on carrier, you generally would be between
4 20 and 23.

5 COMMISSIONER NELSON: So tell me that again.
6 Because, to me, you're telling me that this is at the
7 bottom of what's normal and average. But a standard is
8 a standard, and I guess that it's acceptable, but 24
9 and 25 seem significantly better than almost than 20.9
10 so --

11 A. Because of the variation and the transport
12 medium between all copper loop to a customer and an
13 analog carrier loop to a customer, we generally can get
14 over 23 on a copper loop, but customers on an analog
15 c rrier is 20 to 23.

16 And it's not that there is a difference in
17 the quality of service moving from the 20 to 23, to the
18 23 to 25, it's the fact that the analog carrier already
19 does certain amplification because it's using
20 frequencies.

21 So that the requirement for analog carrier is
22 such that you really don't need to be over 23. And, in
23 fact, the manufacturers design their equipment in such
24 a way that you can't get over 23. In fact, it's hard
25 to get it over 21.

1 COMMISSIONER NELSON: So are you telling me
2 the human ear wouldn't notice the difference between
3 20.9 and 23?

4 A. As far as the quality of the service, no.
5 It's kind of like plugging in the toaster. You know,
6 is the toaster going to get hot? As long as the
7 toaster gets hot and toasts the bread, you're happy
8 with it.

9 With the phone service on analog carrier, if
10 it's run at 20 or better you're going to have good
11 voice grade service and not notice any problems.

12 COMMISSIONER NELSON: I wouldn't discern
13 noise if I was listening to the 20.9?

14 A. Right.

15 COMMISSIONER NELSON: Or a phone that had 23?

16 A. Correct.

17 COMMISSIONER NELSON: I wouldn't be able to
18 tell myself unless you did a test?

19 A. Yes.

20 COMMISSIONER NELSON: I mean with the
21 equipment --

22 A. Right.

23 COMMISSIONER NELSON: -- would measure it but
24 I wouldn't be able to tell the difference?

25 A. Yeah.

1 COMMISSIONER NELSON: Okay. Thank you.

2 MS. WIEST: Did you have a question,
3 Mr. Kieffer?

4 MR. KIEFFER: Yes. April 24th and 25th, my
5 recollection that was a weekend. That was, as a matter
6 of fact, that was the weekend my friend come in from
7 Montana. And from your testimony, my understanding is
8 that the telephone line was being worked on.

9 A. Probably on Friday, probably not on
10 Saturday.

11 MR. KIEFFER: And I couldn't get service on
12 -- or I couldn't get a technician out there on that
13 Saturday or Sunday to work on the line; is that
14 correct?

15 A. If you say so, I believe you.

16 MR. KIEFFER: Okay.

17 MS. WIEST: Any other questions of this
18 witness? If not, thank you.

19 Do you have any other witnesses, Mr. Welk?

20 MR. WELK: Well, I have only to put Colleen
21 Sevold on on the credit issue. I guess we didn't
22 introduce Exhibits 21 and 22. Those were the bills of
23 -- we'll offer 21 and 22.

24 MS. WIEST: Any objection?

25 MR. HOSECK: No objection.

1 MS. WIEST: If not, they're admitted.

2 MR. WELK: I don't know whether how much time
3 you want to spend on this. I can put Colleen on, and
4 she has checked the records but doesn't have the
5 records here, that there were some credits given to
6 Mr. Kieffer. I don't know. I mean, she can testify to
7 that; we can get his bills and put them in to show the
8 credits were given. It's not a significant amount of
9 money, but if you want it in the record, we'll be glad
10 to put it in.

11 MS. WIEST: I think we could probably get the
12 bills in the record.

13 MR. WELK: I will reserve 23 and get his
14 current bills.

15 MS. WIEST: Get the bills in to check on the
16 credits?

17 MR. WELK: This would be the bills for
18 probably 23 and --

19 MS. WIEST: For which months were you putting
20 them in?

21 MR. WELK: Well, it looks like the May bill
22 was provided for 347-9566, so I suppose it's the April
23 bill for that.

24 MS. SEVOLD: No, it's actually the bill that
25 would be the May 19th. Neither one of the bills here

1 are for the billing date that the credit was on, so it
2 would be the next bill.

3 MR. WELK: May 19th bill date for both lines.

4 MS. WIEST: For both lines. Okay. And if he
5 doesn't have them, we'll get them and send them in. Do
6 you have those May 19th?

7 MR. KIEFFER: I don't know if I do or not.

8 MS. WIEST: If you did have them,
9 Mr Kieffer, could you send them to us?

10 MR. KIEFFER: Yes, if I had them I could.

11 MS. WIEST: Okay. Thank you.

12 MR. WELK: Would you like --

13 COMMISSIONER NELSON: But if he doesn't, is
14 he going to send them?

15 MS. WIEST: Mr. Hoseck can check up on that.
16 He can call.

17 MR. WELK: Just he can call me and we can
18 order them up.

19 MS. WIEST: Did you have any other
20 witnesses?

21 MR. WELK: We have no other witnesses.

22 MS. WIEST: And did you have any witnesses,
23 Mr. Hoseck?

24 MR. HOSECK: No witnesses.

25 MS. WIEST: At this time then I think that --

1 COMMISSIONER NELSON: Could Colleen answer
2 policy questions? Would Colleen be able to answer
3 policy questions or not?

4 MR. WELK: Depends what they are. If you
5 want to ask, ask them.

6 COMMISSIONER NELSON: Well, I was just
7 curious about whether or not people on the weekend
8 repair complaints, if we do -- if U S West does send
9 people out to fix things on weekends or if things break
10 on weekends, unless it's -- what's the policy?

11 MR. HOSECK: Could I have this witness
12 sworn?

13 MS. WIEST: Well --

14 COMMISSIONER NELSON: I don't know if she's
15 capable.

16 MS. SEVOLD: I'm not going to be able to
17 answer why the policy is as it is. I can answer my
18 understanding of what the policy is, but I can't answer
19 anything more about it.

20 COMMISSIONER NELSON: My question is what is
21 the policy.

22 MS. WIEST: If you can answer that, could you
23 swear her in, please?

24 COLLEEN SEVOLD,
25 called as a witness, being first duly sworn,

1 was examined and testified as follows:

2 DIRECT EXAMINATION

3 MS. WIEST: State your question.

4 COMMISSIONER NELSON: I guess my question is
5 what is the policy on repairing of outages on weekends?

6 A. My understanding is that they do have a
7 manager on call if we do get situations where there is
8 an emergency. In other words, someone is very ill or
9 something of that, they will send a technician out, but
10 otherwise there are not technicians are usually not on
11 duty on Saturday and Sundays.

12 COMMISSIONER NELSON: Do you know, do you
13 have a policy on what makes an emergency?

14 A. Well, I think they just -- as they're calling
15 n and talking to the repair clerk, the repair clerk
16 either determines it, or she has the supervisor that is
17 on call that weekend call the customer or get in touch
18 with the customer and they make the determination, the
19 manager makes the determination.

20 COMMISSIONER NELSON: Okay. Thank you.

21 MS. WIEST: Anyone have a question based on
22 that question?

23 MR. HOSECK: No.

24 MS. WIEST: Okay. Thank you.

25 MR. HOSECK: I have a motion if we're going

1 to close.

2 MS. WIEST: Right, go ahead with your motion.

3 MR. HOSECK: At the first hearing there was
4 some questions, I believe, by Chairman Burg about
5 whether or not Mr. Kieffer specifically asked for
6 certain elements of damage in his complaint. I don't
7 think that we have at least in the past followed the
8 strict rules of pleading and handling of complaints.

9 However, if it's the Commission's decision to
10 do so, I would at this time move under 15-6-15(b) to
11 amend the complaint to comply with the evidence. Thank
12 you.

13 MS. WIEST: Mr. Welk.

14 MR. WELK: I don't know what he means to
15 comply with the evidence. I don't --

16 MS. WIEST: Could you explain that?

17 MR. HOSECK: It's a very common thing. It's
18 done in trial practice. And that if there's evidence
19 that comes out during the course of a proceeding and
20 there's an objection or a question as to whether or not
21 it was a matter that was properly pled, then this is a
22 curative motion which brings the pleadings into
23 conformity with the evidence. That's the effect of it.

24 MR. WELK: I still don't know what he's
25 talking about. What was not pled that's in the

1 evidence? I think you should state on the record what
2 it is.

3 MR. HOSECK: I think like -- I think I just
4 did. I said there were questions with regard to
5 whether or not Mr. Kieffer asked for certain elements
6 of damage in his complaint, and all I'm saying is that
7 the motion would cure that. Very common thing done.

8 MR. WELK: Well, I know what the motion is,
9 I've made it, Camron, but they usually specify. And I
10 don't know what the elements of damage you're talking
11 about, and I will resist it until I know what the
12 elements of damage are being alleged that were not
13 alleged in the complaint.

14 MR. HOSECK: Well, I think, Mr. Welk, all you
15 have to do is read the complaint and then read the
16 transcript and if you find any inconsistencies in that,
17 this motion is designed to cure that.

18 MR. WELK: I'm going to resist the motion.

19 MS. WIEST: Well, I'm going to just take that
20 under advisement so I can look up that statute. Any
21 other motions?

22 And are there any closing statements?

23 Mr. Kieffer, do you have any closing statement?

24 MR. KIEFFER: No.

25 MR. HOSECK: No.

1 MS. WIEST: Mr. Welk, any closing?

2 MR. WELK: Let me ask is there going to be
3 any briefing or findings that you're going to want?
4 Mr. Hoseck and I have filed briefs already in this
5 matter relative to damages.

6 MS. WIEST: Yeah, I didn't think the
7 Commission needed any further briefs on this matter.

8 MR. HOSECK: I would like the opportunity to
9 submit a very short one.

10 MS. WIEST: You do want?

11 MR. HOSECK: Yes.

12 MS. WIEST: By what time?

13 MR. HOSECK: Well, I'm going to be out of the
14 office for the next ten days or so.

15 COMMISSIONER NELSON: I don't think that the
16 Commission wants to do that.

17 MS. WIEST: I will have to --

18 MR. HOSECK: There have been a couple matters
19 brought up today I would like to submit authority on.

20 MS. WIEST: At this point the Commission will
21 issue either by way of letter or order and state
22 whether it will allow any briefs at a later time.

23 MR. WELK: So should I be making a statement
24 now because I may not get a chance to submit --

25 MS. WIEST: Yes, if you want to make a

1 closing, please do it.

2 MR. WELK: I'll do it because in light of
3 what you're telling me you won't give me a brief and to
4 Mr. Hoseck.

5 You've heard through the course of two
6 hearings the situation regarding Mr. Kieffer. There
7 has been no challenge and no dispute today that his
8 line meets all industry standards of voice grade.
9 There is nothing else in the record to dispute that.
10 There were no tests done by the staff. There were no
11 other experts.

12 And so this record remains unchallenged that
13 today he has voice grade standards that meet that.
14 There is no other evidence to the contrary. And so if
15 he has damages that have occurred as a result of not
16 having at that point in time we have stated in our
17 briefs why most of those damages ought to be rejected.
18 I'm not going to say Mr. Kieffer isn't entitled to some
19 damages.

20 The Commission has always been very fair in
21 the past in looking at the individual items as to what
22 is speculative. Most of the items that he's requested
23 are speculative. I'm not going to argue about his cell
24 phone except that U S West shouldn't have to pay for a
25 cell phone beyond the day that he has good voice grade

1 service, which we know is at least the day the tests
2 were conducted.

3 But allowing him to get \$50 an hour when he
4 makes 11 is pure speculation. There is no court in the
5 world that's going to sustain any award for that hourly
6 rate. There's no court that's going to sustain any
7 award for \$1,000 for fighting with your wife and then
8 her receiving \$1,000. Those damages are pure
9 speculation.

10 And we have argued in our briefs about the
11 tariff limitation that is available, that the
12 Commission has ordered and approved a tariff. You've
13 also got a rule that we argued about that goes to the
14 amount of outage and you're obligated to follow that
15 rule and that's what you've got. And so our briefs
16 detail what the damage standards are.

17 The two things I've put in today are what the
18 Commission ruled about the filed rate doctrine, even
19 though I found in the land development cases it didn't
20 apply. He raised it and it's a force of and effect of
21 law. The other case we put in the Commission has set a
22 standard that it will not allow speculative damages to
23 be recovered.

24 So the Commission, in my view, has got to
25 award damages in this case to him that are consistent

1 with those standards. And most of the damages that he
2 seeks are speculative, are not recoverable by a matter
3 of law. So he is entitled to some damages. I'm not
4 saying he isn't, but most of the damages are too
5 speculative as a matter of law to be recovered.

6 U S West has expended, without objection,
7 over at least a hundred, 118,000, and we're not going
8 to get that money back, but that's the amount of money
9 that this company has spent repairing this line. We
10 had two people working almost full-time for months to
11 do this. And there's been no objection. Nobody came
12 here and said no the work wasn't being done. It's not
13 good now.

14 And the reality for Mr. Kieffer is that the
15 law doesn't allow him to get Internet service. That
16 may be unfortunate, but that's what the status of the
17 law is, and that's what the legislature in this state
18 has said. If you're going to order something according
19 to the new law and I know what you're saying isn't
20 until July 1, but the legislature has clearly spoken
21 about what it believes what the standard of service
22 is.

23 And so the legislature -- this Commission
24 exists as a creature of the legislature. And the
25 messages come through that if you're going to order

1 something and in excess of voice grade service, there
2 ought to be a cost recovery mechanism. And I think
3 that Mr. Kieffer's service is back, it's reliable, and
4 he ought to be awarded an opportunity to see if all the
5 work that's been done affords him reliable service.
6 Because the record is as of today he has reliable voice
7 grade service and that has not been refuted.

8 So I believe the Commission needs to award
9 some damages to him in light of all of the legal
10 standards that have been filed.

11 MS. WIEST: Mr. Hoseck, did you have
12 anything?

13 MR. HOSECK: Yes. I think the record here
14 today, in addition to the record from the December
15 proceeding, shows that Mr. Kieffer and his family have
16 suffered inconvenience, and they have suffered
17 aggravation, and they have suffered economically and
18 emotionally as a result of not having phone service.

19 This gentleman has a very unique place of
20 employment. He has very unique responsibilities, and I
21 think the record adequately reflects that.

22 In this case, besides what Mr. Kieffer has
23 testified to, U S West today has conceded as if --
24 well, they have conceded that we were talking about
25 local exchange service here. And that is a work of art

1 defined by SDCL 49-31-1(19). That term does more than
2 imply that people are entitled to more than voice grade
3 service. We are not talking about voice grade service
4 here. We are talking about Mr. Kieffer's ability to
5 have his Internet work.

6 And so we've got that issue that has to be
7 addressed, and then we've got the lack of voice grade
8 service when it comes to his basic what we call plain
9 old telephone service that everybody expects. And this
10 has gone on -- the record clearly reflects that this
11 has gone on for over a year. And if anybody ever
12 deserved damages, Mr. Kieffer does in this particular
13 instance.

14 And I would rest on the briefs that I filed
15 as far as this issue of inconvenience and aggravation
16 that he has suffered. And I do not believe that that
17 is speculation. He is the only person capable of
18 expressing what these things are worth. His opinion is
19 a standard by which those damages are set, and that is
20 a readily-accepted standard within the law that a
21 person who suffers such damage is the person uniquely
22 able to express what those damages are worth.

23 And I'll just rest on the record in that
24 regard and the briefs I've filed. And if it would
25 expedite matters any, I would waive the request for a

1 brief and just rely on my oral argument in this case.

2 MS. WIEST: Thank you. That will close the
3 hearing.

4 (THE HEARING CONCLUDED AT 2:36 P.M. (MST))
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1 STATE OF SOUTH DAKOTA)
2 COUNTY OF HUGHES)

3

4 I, LORI J. GRODE, Registered Merit Reporter
5 and Notary Public in and for the State of South
6 Dakota:

7 DO HEREBY CERTIFY that the above hearing,
8 pages 1 through 97, inclusive, was recorded
9 stenographically by me and reduced to typewriting.

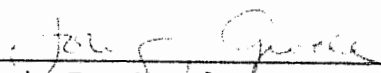
10 I FURTHER CERTIFY that the foregoing
11 transcript of the said hearing is a true and correct
12 transcript of the stenographic notes at the time and
13 place specified hereinbefore.

14 I FURTHER CERTIFY that I am not a relative or
15 employee or attorney or counsel of any of the parties,
16 nor a relative or employee of such attorney or counsel,
17 or financially interested directly or indirectly in
18 this action.

19 IN WITNESS WHEREOF, I have hereunto set my
20 hand and seal of office at Pierre, South Dakota, this
21 9th day of June 1999.

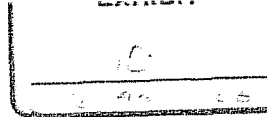
22

23


Lori J. Grode, RMR, RPR

24

25



Dear Commissioners

The following dates are submitted for telephone outages for my telephone (605) 347-7532 (billing is in my name) and for (605) 347-9566 (billing is in my wife's name at my fathers house) since January 1, 1999: 1-4-99, 1-8-99, 1-27-99, 3-2-99, 3-5-99, 3-6-99, 3-7-99, 3-8-99, 3-9-99, 3-17-99, 3-29-99, 3-30-99, 3-31-99, 4-1-99, 4-7-99, 4-9-99, 4-12-99, 4-13-99, 4-24-99 and 4-25-99

As a result of these outages, I had to obtain a cellular phone at my expense in order to conduct business for my work as an Individual Program Coordinator. I had to obtain this cellular phone on 3-10-99 because I had a meeting scheduled for 3-11-99 and staff needed to be notified in case I could not get there for the meeting (might get snowed in and I could not rely on the US WEST telephone service to work). I have had to pay the following amount for Cellular Phone services since 3-10-99 (\$55.57 prorated charges and connection fees paid on 3-21-99 and \$38.66 paid on 5-3-99 and \$38.66 paid on 6-1-99). I am now obligated to obtain this service for 18 months because that was the best package available when I signed the contract and needed to make sure I had enough phone time to continue to be able to do business for my place of employment. Anticipated cost for the 18 month contract is as follows: 17 months at \$38.66 = \$657.22 plus prorated charges for one month and connection fees of \$55.57 = Total \$712.79. This is with out going over the allotted time.

I submit the following list for inconveniences in addition to any that may have been identified in the prior hearings:

- 1 On 3-7-99 and 3-8-99, we needed to depend on the telephone for emergencies during a blizzard. My wife left to go to work (25 miles) and the telephone was working. Approximately 10 minutes after she left, the phones were out of service. She was to contact me when she got to work to let me know she got there or I would get in my vehicle after a certain agreed upon time to look for her. I never got a call. I had to start looking for her, because I did not know if she got into problems with the weather going to work, or if she got to work. Additionally, my father had left prior to my wife (1 hour) to go to Yankton, SD. He could not get a hold of us if he had trouble. The telephone went to working about 2:30 AM on 3-8-99. I called the repair office at (2:30 AM) to report the phone had not been working and they needed to get the telephones working and to keep them working. I also told the repair office I was going to recommend that the PUC fine US WEST \$1000 for every day the telephone was not working.
- 2 My employment makes it necessary to carry on business at home in case of an emergency (ex. Suicidal ideation's (2 since December 98), someone needs assistance (weekly) staff have questions (has been daily and weekly), contact with my supervisor (weekly or monthly) for the individuals on my caseload).
- 3 My father and brother rely on the telephones because of their business for farming and ranching.
- 4 It gets old and expensive to go to the town of Sturgis to report the telephone outages (26 miles one way). The neighbor's phone usually doesn't work when ours goes out.
- 5 I had to use my cellular phone time to call in the phone outages and this could take as long as 30 minutes to 1 hour to get a hold of someone at US WEST who could make a decision to send someone out to fix the phones.
- 6 One of these days someone is going to get hurt and we can not call out for help and then there is going to be a lawsuit against someone.

- 7 When the phone is out, there are no corrections to the phone bill automatically. We never received any credit for the days the telephone was out in March. The PUC needs to have US WEST develop a procedure to do this so the consumer is not being charged during phone outages!!!!!!
- 8 On 4-24-99 (during a phone outage) I called on my cellular phone and asked to get someone out to repair the telephone line immediately because I had a friend coming to visit me from Montana and that I needed to meet him at the turn off on Highway 34, except the telephone quit working and I did not know when he would arrive, so I wanted them to get the telephone working. I was told it was a weekend and they did not think they could get someone out to work on the phone during the weekend and the problem would have to wait until Monday. I requested to have the President of US WEST call me so I could get attention to the problems out here and to tell him or her what I thought of their phone service. It took about 1 hour to get a hold of a supervisor that told me that those decisions on who talked to the President of the Company was determined at a supervisory level and if the supervisor thought I had a right to talk to the President, then they would make that decision. I talked to Shaw or Shawn Molenaar in the ST. Paul office; who was the supervisor on duty. I was not given the opportunity to talk to the President of the Company. Additionally, US WEST Representatives were at my house on 5-24-99 and I told them what happened that day and they said it was public knowledge and that they would give me the number. Again they failed to do this.
- 9 Since US WEST has worked on the lines, my Internet service is difficult to connect to. I have taken as many as 10 times to make a connection since 5-24-99. I have contacted my server and they helped me reconfigure my computer 3 times and still it does not connect properly. US WEST Representatives told me that the problem was the server because they had done some checking around on my server. I have changed servers since then and I still have problems connecting.
- 10 When US WEST works on the telephone, they don't call us to let us know the phone lines will be down. Most of the time they do not call us when we do have an outage and they repair the problem. Did the problem fix itself or did US WEST respond?????

As stated previously, on 3-8-99, I called US WEST to report the telephone had been out and told them I was going to request a \$1000 fine for every day the phone was not working when I or family members went to use the phone. If the PUC can not see any way of doing a fine against US WEST and the state keeps the money, then I request the \$1000 be paid to me /family members for every day the phone was not working after 3-8-99 for damages and aggravation. I count 12 days the telephone did not work for poor service and not keeping the phones working. I request \$50.00 for 1 hour of my time trying to determine if my wife got to work on the day of the blizzard. I also request \$50.00 for driving Highway 34 trying to locate my friend in the dark coming from Montana plus mileage of 30 miles @ \$1.00 a mile on 4-24-99.

US WEST needs to be held accountable for their poor service. There is no excuse for the telephone lines being so deteriorated where a consumer or consumers have to go through the inconveniences US WEST has put me and my family through plus any neighbors that are dealing with the same problems. The excuse we were working on the telephone lines is not a valid excuse!!!! If they were going to fix the lines, then they needed to have staff work 24 hours around the clock until the work was done or they could have provided cellular phone services to consumers until the phone work was completed on the lines.

I request the following:

1. A phone system that is compatible with other US WEST consumers (Caller ID, Internet workability etc.). THE ANACONDA SYSTEM IS OUTDATED WITH THE TIMES!!!!!!!!!!
2. Monetary damages identified in the previous hearing and monetary damages identified in this letter for the hearing on 6-2-99.

3. A reliable method for consumers being able to get compensated for credit on phone outages on their billing.
4. I want to have the President of US WEST contact me so I can tell him or her what I think of their service.
5. Settlement on the issues identified for the hearing on 6-2-99 and the previous hearing held with US WEST and PUC. PUC MAKE A DECISION ON 6-2-99!!!!!!!
6. That there be no extensions granted to US WEST on anything!!!!!! That US WEST upgrade their system immediately to a system other than ANACONDA!!!!!!!
7. That US WEST gets my Internet connection capability back to where it was before --no charge for anything to get it working.
8. I am reimbursed by US WEST for my cellular phone service form 3-10-99 until the 18-month contract expires. Total = \$712.79

Sincerely
Bandy Kieffer

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA
500 E Capitol, State Capitol Building, Pierre SD 57501
COMPLAINT

CT 99-002
RECEIVED

MAR 1 1999

Complainant(s): (Person(s) filing the complaint)		Respondent(s): (Person(s) or Company complained against)	
Name	Randy Kipper	Contact Person	
Address	HC 77, Box 260	Utility Company	U. S. West
City, State, Zip	Sturgis, SD 57785	Address	
Home Phone	(605) 347-7532	City, State, Zip	
Work Phone	(605) 578-2131	Phone	
Cellular Phone		Cellular Phone	
Fax #		Fax #	

If the Complainant is represented by an attorney, please list the attorney's name, address, telephone number and fax number below: (If Complainant is not represented by an attorney, please leave blank.)

These are the facts giving rise to my complaint:

We have had intermittent phone service from 3-2-99 to 3-9-99, plus some other days not included on calendar.
The phone went out on 3-2-99, 3-5-99, 3-6-99, 3-7-99, 3-8-99 and 3-9-99.

On 3-8-99 & 3-9-99 we needed to depend on the phone for emergencies. During Blizzard I sent my wife to work in a snow storm. Her other telephone was working when she left. Ten minutes after she left, the phone quit. My father could not contact her. I do not know he arrived in Yankton during the storm also.

I am complaining about the phone #s (605) 347-7532 and (605) 347-9566 in my name and my wife.

Additionally, our neighbors phone went out also.

BOYCE, MURPHY, McDOWELL & GREENFIELD, L.L.P.

Thomas J. Welk
Colleen E. Sevold
Todd Lundy
Edward Peters
Randy Kieffer
Camron Hoseck

South Dakota
Public Utilities Commission
State Capitol Building
500 East Capitol Avenue
Pierre, SD 57501

William A. Bullard
Executive Director
Public Utilities Commission
State Capitol Building
Pierre, SD 57501

May 5, 1999

May 5, 1999

May 5, 1999

VIA FACSIMILE - 605-773-3809

Mr. William Bullard, Executive Director
Public Utilities Commission
State Capitol Building
500 East Capitol Avenue
Pierre, SD 57501

FAX Received May 5, 1999

RECEIVED

MAY 5 1999

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Re In the Matter of the Complaint Filed by Randy Kieffer, Sturgis, South Dakota, against U S
WEST Communications, Inc. Regarding Service Problems (PC 99-002)

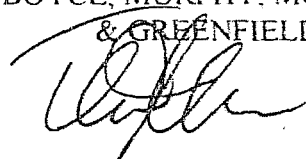
CT

Dear Mr. Bullard:

Enclosed please find U S WEST's Answer to Complaint and Certificate of Service. The original and
ten (10) copies are being mailed today.

Sincerely yours,

BOYCE, MURPHY, MCDOWELL
& GREENFIELD, L.L.P.



Thomas J. Welk

TJW/vjj

cc Colleen Sevold (w/enc.)
Todd Lundy (w/enc.)
Edward Peters (w/enc.)
Randy Kieffer (w/enc.)
Camron Hoseck (w/enc.)

EXHIBIT

6-1-99 66

ORIGINAL

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

RECEIVED

MAY 07 1999

IN THE MATTER OF THE
COMPLAINT FILED BY
RANDY KIEFFER, STURGIS,
SOUTH DAKOTA, AGAINST
U S WEST COMMUNICATIONS,
INC. REGARDING SERVICE
PROBLEMS

CT
TC99-002

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

ANSWER TO COMPLAINT
AND CERTIFICATE OF SERVICE

FAX Received MAY 05 1

Pursuant to the April 14, 1999 Order of the Public Utilities Commission ("Commission") in this docket, received on April 16, 1999, and pursuant to ARSD 20:10:01.11 01 U S WEST Communications, Inc ("U S WEST") provides the following Answer to the Complaint in this matter

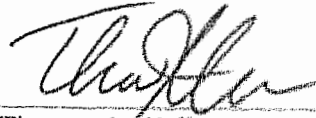
1 U S WEST admits, as alleged in the Complaint of Randy Kieffer of Sturgis, South Dakota ("Customer") that the Customer had certain outages of telephone service during March of 1999 and that at certain times such outages were reported to U S WEST. Upon information and belief, U S WEST repaired the telephone outages as reported by the Customer. In addition, U S WEST states that the name and home telephone number of the technician that would serve the Customer's premises has been provided to the Customer in the event of any further outages. U S WEST is committed to providing good quality voice grade service to the Customer.

2 U S WEST has credited and will credit the Customer for any days the Customer reported he was out of service. In regard to any damages suffered by the Customer as alleged in the Complaint, such damages, if any, are limited by the applicable tariff which has been filed and approved by the Commission, which is attached as Exhibit B to the Answer of U S WEST in TC-98-176 and is incorporated by reference as if set forth. In addition, in the event that such

damages alleged by the Customer are not limited by the tariff. U S WEST repays the Customer to prove any damages sustained

3 In addition, U S WEST provided to the Commission on or about March 1, 1999 a letter written by Ed Peters, with attachments which are claimed to be confidential under the Commission's regulations, setting forth substantial testing, repairs and other work to be completed to improve Mr. Kieffer's service

DATED this 5th day of May, 1999



Thomas J. Welk
BOYCE, MURPHY, McDOWELL &
GREENFIELD, L.L.P.
101 North Phillips Avenue, Suite 600
P. O. Box 5015
Sioux Falls, SD 57117-5015
(605) 336-2424

Attorneys for U S WEST Communications, Inc

CERTIFICATE OF SERVICE

I, Thomas J. Welk, do hereby certify that I am a member of the law firm of Boyce, Murphy, McDowell & Greenfield, L.L.P., and on the 5th day of May, 1999, a true and correct copy of U S WEST's Answer to Complaint was sent via US mail, postage prepaid, to the following:

Randy Kieffer
HC 77, Box 260
Sturgis, SD 57785

Camron Hoseck
Public Utilities Commission
500 Capitol Avenue
Pierre, SD 57501



Thomas J. Welk

December 23, 1998

James Burg
SD Public Utilities
Commission
500 Capitol Avenue
Pierre, SD 57501

Laska Schoenfelder
SD Public Utilities
Commission
500 Capitol Avenue
Pierre, SD 57501

Pam Nelson
SD Public Utilities
Commission
500 Capitol Avenue
Pierre, SD 57501

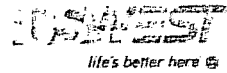
Re: In the Matter of the Complaint Filed by Randy Kieffer, Sturgis,
South Dakota, against U S WEST Communications, Inc
Regarding Telephone Service Outages and Inadequate Service
(TC 98-176)

In the Matter of the Complaint Filed by Loretta Spear, Hill City,
South Dakota, against US WEST Communications, Inc Regarding
Telephone Service Outages and Inadequate Service (TC 98-135)

Dear Commissioners:

At the conclusion of the hearing regarding the Spear complaint, I was asked to provide a written communication to you concerning a timetable for the testing of the facilities to Mr. Kieffer and Mrs. Spear. I now have a commitment from my superiors to make available U S WEST personnel to test the facilities to Mr. Kieffer and Mrs. Spears. Assuming there are no adverse weather conditions, U S WEST will, on or by March 1, 1999, provide a written report to you of the results of the cable performance and carrier tests that will be performed on the facilities to both Mr. Kieffer and Mrs. Spear. In addition, such report will inform you as to what work U S WEST intends to do to improve the voice grade communications to these customers. U S WEST, however, will not wait for action from the Commission if U S WEST believes that steps can be taken immediately to improve the services provided to these customers. If adverse weather conditions are encountered or events occur beyond the control of U S WEST, I will communicate with you to advise you as the occurrence of such events.

ENCLOSURE



If you or your staff have any questions about this matter, please do not hesitate to contact me. My telephone number is 303-707-7035.

Sincerely yours,

Edward A. Peters

cc: Randy Kieffer
Loretta Spear
Karen Cremer
Camron Hoseck
Tom Welk
Ch. Ann Schold

In the Matter of the Complaint Filed by Randy Kieffer, Sturgis, South Dakota, against U S WEST Communications, Inc. Regarding Telephone Service Outages and Inadequate Service (TC 98-176)

REQUEST FOR CONFIDENTIAL TREATMENT OF INFORMATION

Pursuant to ARSD 20:10-01-41, U S WEST Communications, Inc. ("U S WEST") requests confidential treatment as follows:

1 Confidential protection is sought for the letter dated March 1, 1999, addressed to William Ballard Jr. and all attachments including Attachment #1 (answers to Commissioner's questions) and Attachment #2 (route specific cable plant information).

The pages are marked as confidential (proprietary information) and are provided in a sealed envelope.

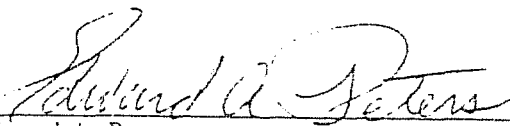
2 The exhibits must be protected for the life of this docket. When the docket is closed all protected information must be returned to U S WEST.

3 The person to be notified is Colleen Sevold, U S WEST Communications, Inc., 125 S. Dakota Avenue, 8th floor, Sioux Falls, SD 57194, telephone (605) 335-4596.

4 The claim for protection is based on ARSD 20:10-01.39 (4) and SDCL 37-29-1(4).

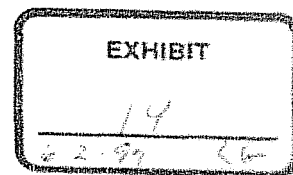
5 The letter and attachments contain company proprietary information. Disclosure of these documents will provide actual and potential competitors with information which could provide them with a unique and unfair competitive advantage. Accordingly, U S WEST respectfully requests that the Commission grant this request for confidential protection.

DATED this 1st day of March, 1999.



Edward A. Peters
U S WEST Communications, Inc.

303-933-9666



CONFIDENTIAL

[2]

RANDY KIEFFER
 Bill Date: Apr 19, 1999
 Account No: 605 347-7532 055

Balance Forward	New Charges	Total Amount Due	Due Date for New Charges
\$0.00	\$56.53	\$56.53	May 9, 1999

Account Summary

▼ Previous Balance	
Charges	50.00
Payment	Thank you for your payment 50.00 ^{CR}
Balance Forward	\$0.00

▼ New Charges	For questions, call:
U S WEST	1-800-244-1111 25.61
Clear Choice	1-800-589-4480 1.65
VarTec	1-800-583-6767 29.27
Total New Charges	\$56.53

TOTAL AMOUNT DUE \$56.53

We appreciate your business.

A late payment charge of 1.5% or minimum of \$1.00 may apply if total amount due does not reach us by May 19, 1999.

The company you have chosen for interLATA calls (long distance calls outside your local toll calling area) is EXCEL TELECOMMUNICATIONS.
 If this company has not been authorized call 1 800 922-1879.

U S WEST

For questions, call 1-800-244-1111
 The best days to call are Monday through Friday

Page 2

▼ LOCAL SERVICES

MONTHLY SERVICE APR 19 THRU MAY 18 347-7532 13.75

BASIC SERVICES

These services are necessary for you to use your telephone.
 RESIDENCE LINE 15.75

FEDERAL ACCESS CHARGE 3.50
 911 EMERGENCY SURCHARGE .75
 TELECOMMUNICATIONS RELAY SERVICES 15
 TAX: FED .58 STATE .77 1.35

U S WEST LOCAL SERVICES \$21.50

▼ UNREGULATED SERVICES

MONTHLY SERVICE APR 19 THRU MAY 18 347-7532 3.95

OPTIONAL SERVICES

These services are provided at your request and are not required as part of your basic telephone service.

LINE-BACKER(TM) OPTIONAL INSIDE WIRE REPAIR PLAN 3.95
 TAX: STATE 16 16

U S WEST UNREGULATED SERVICES CHARGES \$4.11

*My Bill
 No credit for April*

EXHIBIT

21
 4-2-99 LG

Want to know who just called? Press *69 - Last Call Return from U S WEST and you can find out. It's easy to use, only 75¢ per use, and never more than \$6.00 per month. It's already on your line, so go on, try it. Use *69... your affordable choice for Last Call Return.

Page 4

ITEMIZED CALLS

NO	TIME	PLACE	AREA	NUMBER	TYPE	MIN	
MAR 13 1	747AM	TO FAIRVIEW	OK	566 227 4466	N	3 0	30
MAR 13 2	755AM	TO FAIRVIEW	OK	566 227 3711	N	3 0	30
MAR 14 3	814AM	TO MONROE	NY	914 783-1252	N	14 0	1 40
MAR 18 4	726AM	TO MONROE	NY	914 783-1252	NM	45 0	4 50
MAR 19 5	703AM	TO MISSION	SD	605 856-4711	N	3 0	30
MAR 19 6	958AM	TO NEWELL	SD	605 456-2969	D	6 0	60
MAR 19 7	1146AM	TO MISSION	SD	605 856-4711	D	9 0	90
MAR 19 8	820PM	TO ENNING	SD	605 985-5952	E	3 0	30
MAR 20 9	813AM	TO MISSION	SD	605 856-4475	N	23 0	3 30
MAR 23 10	637PM	TO NEWELL	SD	605 456-2763	E	3 0	30
MAR 25 11	319PM	TO DEADWOOD	SD	605 578-2131	D	3 0	30
MAR 26 12	1120AM	TO MISSION	SD	605 856-4475	D	17 0	1 70
MAR 27 13	643AM	TO MONROE	NY	914 783-4456	N	12 7	1 20
MAR 31 14	558PM	TO MONROE	NY	914 783-1252	E	15 0	1 50
APR 2 15	544AM	TO BOULDER	CO	303 499-3548	N	4 0	40
APR 2 16	349PM	TO NEWELL	SD	605 456-2969	D	5 0	50
APR 3 17	949AM	TO MISSION	SD	605 856-4475	N	4 0	40
APR 3 18	155PM	TO MESA	AZ	480 830-4948	N	25 0	2 50
APR 4 19	1000AM	TO MONROE	NY	914 783-1252	N	3 0	30
APR 5 20	1014AM	TO MONROE	NY	914 783-1252	D	30 0	3 00
APR 11 21	440PM	TO MISSION	SD	605 856-2611	N	3 0	30
APR 13 22	703AM	TO MISSION	SD	605 856-4711	N	4 0	40
APR 13 23	949AM	TO DEADWOOD	SD	605 578-2131	D	3 0	30
APR 14 24	854PM	TO MESA	AZ	480 830-4948	E	17 0	1 70
(SUBTOTAL						26 70	)

MISCELLANEOUS CHARGES AND CREDITS

NO.	ITEM	TAX CODE	
MAR 31 25	FEDUSF REIMB	A	1.29
(MISCELLANEOUS CHARGES AND CREDITS SUBTOTAL			1.29)

Type of Long Distance Calls.

D-DAY

N-NITE WKEND

M-MULTI RT PERIOD

T-TAX RATE APPLIED - A-7.00%

E-EVENING

TOTAL ITEMIZED CALLS 27.99

TAX - FED .84 STATE .44 1.28

TOTAL VARTEC TELECOM CHARGES (INCL TAX) 29.27

Page 5

THE PERSON ON YOUR BILL IS PROVIDED AS A SERVICE TO VARTEC TELECOM
THERE IS NO CONNECTION BETWEEN U S WEST AND VARTEC TELECOM

Balance Forward	New Charges	Total Amount Due	Due Date for New Charges
\$242.02	\$133.05	\$375.07	Apr 9, 1999

Account Summary

▼ Previous Balance	
Charges	242.02
Balance Forward	\$242.02
▼ New Charges	
U S WEST	112.11
EXCEL TELECOMMUNICATIONS	2.13
VarTec	18.81
Total New Charges	\$133.05
TOTAL AMOUNT DUE	\$375.07

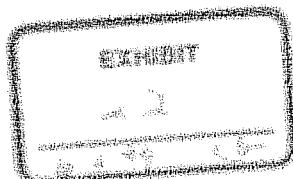
For questions, call:

1-800-244-1111
1-800-875-9235
1-800-583-6767

We appreciate your business

A late payment charge of 1.5% or minimum of \$1.00 may apply if total amount due does not reach us by Apr 19, 1999

The company you have chosen for interLATA calls (long distance calls outside your local toll calling area) is EXCEL TELECOMMUNICATIONS



▼ LOCAL SERVICES

MONTHLY SERVICE-MAR 19 THRU APR 18 347-9566	15 75
BASIC SERVICES	
These services are necessary for you to use your telephone.	
RESIDENCE LINE	15 75
FEDERAL ACCESS CHARGE	3 50
911 EMERGENCY SURCHARGE	75
TELECOMMUNICATIONS RELAY SERVICES	15
TAX- FED 58 STATE 77	1 35
LATE PAYMENT CHARGE ON 242 02	3 63

U S WEST LOCAL SERVICES \$25.13

▼ UNREGULATED SERVICES

MONTHLY SERVICE-MAR 19 THRU APR 18 347-9566	3 95
OPTIONAL SERVICES	
These services are provided at your request and are not required as part of your basic telephone service.	
LINE-BACKER(TM) OPTIONAL INSIDE WIRE REPAIR PLAN	3 95
OTHER CHARGES AND CREDITS	58
TAX- STATE 18	18

U S WEST UNREGULATED SERVICES CHARGES \$4.71

OTHER CHARGES AND CREDITS

ITEM	PER MONTH	
JAN 1		
1 CHARGE DUE TO RATE INCREASE FROM JAN 1 99 THRU JAN 18 99	96	58
TOTAL OTHER CHARGES AND CREDITS		.58

▼ LONG DISTANCE SERVICES

LONG DISTANCE	76 88
TAX- FED 2.31 STATE 3.08	5 39

U S WEST LONG DISTANCE SERVICES CHARGES \$82.27

LONG DISTANCE CALLS

NO	DATE	TIME	PLACE	AREA-NUMBER	TYPE	MIN	AMOUNT
2	FEB 22	3:04PM	FR YANKTON	SD 605 665-1235	DF	93	5 03
3	FEB 22	6:45PM	FR YANKTON	SD 605 665-9516	EF	19 5	5 59
4	FEB 23	9:08PM	FR YANKTON	SD 605 665-9516	EF	6 6	3 74
5	FEB 23	9:15PM	FR YANKTON	SD 605 665-9516	EF	13 0	5 33
6	FEB 24	9:55PM	FR YANKTON	SD 605 665-1235	EF	34 1	9 68
7	FEB 25	9:05PM	FR YANKTON	SD 605 665-1235	EF	16 9	8 01
8	FEB 26	8:08PM	FR YANKTON	SD 605 665-1235	EF	31 0	9 15
9	FEB 26	10:04PM	FR YANKTON	SD 605 665-1235	EF	2 0	2 56
10	FEB 27	7:12PM	FR YANKTON	SD 605 665-1235	EF	1 0	2 56
11	FEB 28	12:45PM	FR YANKTON	SD 605 665-1235	EF	1 0	2 56
12	MAR 4	4:18PM	FR YANKTON	SD 605 665-1235	EF	1 0	2 56
13	MAR 4	4:18PM	FR YANKTON	SD 605 665-1235	EF	1 0	2 56
14	MAR 4	4:18PM	FR YANKTON	SD 605 665-1235	EF	1 0	2 56
15	MAR 4	4:18PM	FR YANKTON	SD 605 665-1235	EF	1 0	2 56
16	MAR 4	4:18PM	FR YANKTON	SD 605 665-1235	EF	1 0	2 56
17	MAR 4	4:18PM	FR YANKTON	SD 605 665-1235	EF	1 0	2 56
18	MAR 4	4:18PM	FR YANKTON	SD 605 665-1235	EF	1 0	2 56
19	MAR 4	4:18PM	FR YANKTON	SD 605 665-1235	EF	1 0	2 56
20	MAR 4	4:18PM	FR YANKTON	SD 605 665-1235	EF	1 0	2 56
21	MAR 4	4:18PM	FR YANKTON	SD 605 665-1235	EF	1 0	2 56
22	MAR 4	4:18PM	FR YANKTON	SD 605 665-1235	EF	1 0	2 56
23	MAR 4	4:18PM	FR YANKTON	SD 605 665-1235	EF	1 0	2 56
24	MAR 4	4:18PM	FR YANKTON	SD 605 665-1235	EF	1 0	2 56
25	MAR 4	4:18PM	FR YANKTON	SD 605 665-1235	EF	1 0	2 56

EXCEL TELECOMMUNICATIONS

EXCEL TELECOMMUNICATIONS

EXCEL TELECOMMUNICATIONS

EXCEL

EXCEL

Page 4

ITEMIZED CALLS

	NO.	TIME	PLACE	AREA	NUMBER	TYPE	MIN	
FEB 12	1.	922AM	TO ENNING	SD	605 985-5952	D	5.0	.50
FEB 12	2.	1024AM	TO SPEARFISH	SD	605 642-8177	D	6.0	.60
FEB 15	3.	421PM	TO ENNING	SD	605 985-5952	D	8.0	.80
FEB 15	4.	707PM	TO RAPID CITY	SD	605 342-4534	E	5.0	.50
FEB 17	5.	906AM	TO RAPID CITY	SD	605 343-1040	D	3.0	.30
FEB 17	6.	1036AM	TO RAPID CITY	SD	605 343-1040	D	7.0	.70
FEB 18	7.	611PM	TO NEWELL	SD	605 456-2969	E	3.0	.30
FEB 19	8.	1019AM	TO SPEARFISH	SD	605 642-6853	D	3.0	.30
FEB 19	9.	1037AM	TO SPEARFISH	SD	605 642-6853	D	3.0	.30
FEB 19	10.	1108AM	TO SPEARFISH	SD	605 642-6853	D	3.0	.30
FEB 19	11.	313PM	TO ENNING	SD	605 985-5952	D	44.0	4.40
FEB 20	12.	1032AM	TO ENNING	SD	605 985-5952	N	3.0	.30
FEB 20	13.	231PM	TO RAPID CITY	SD	605 343-3555	N	3.0	.30
FEB 21	14.	855AM	TO RAPID CITY	SD	605 343-3555	N	3.0	.30
FEB 21	15.	1054AM	TO RAPID CITY	SD	605 787-4372	N	3.0	.30
FEB 22	16.	920AM	TO PIERRE	SD	605 224-0387	D	3.0	.30
FEB 22	17.	344PM	TO CHEYENNE	WY	307 634-3341	D	4.0	.40
FEB 25	18.	1014AM	TO ENNING	SD	605 985-5952	D	5.0	.50
MAR 6	19.	332PM	TO ENNING	SD	605 985-5952	N	17.0	1.70
MAR 6	20.	620PM	TO NEWELL	SD	605 456-2969	N	3.0	.30
MAR 6	21.	914PM	TO RAPID CITY	SD	605 342-0563	N	3.0	.30
MAR 8	22.	623PM	TO BELLEFORSCH	SD	605 892-4520	E	3.0	.30
MAR 9	23.	1042AM	TO ENNING	SD	605 985-5253	D	3.0	.30
MAR 9	24.	700PM	TO RAPID CITY	SD	605 399-2126	E	3.0	.30
MAR 9	25.	759PM	TO RAPID CITY	SD	605 393-0981	E	9.0	.90
MAR 10	26.	635AM	TO RAPID CITY	SD	605 343-3555	N	3.0	.30
MAR 10	27.	1015AM	TO RAPID CITY	SD	605 342-0563	D	3.0	.30
MAR 10	28.	211PM	TO SPEARFISH	SD	605 642-6853	D	3.0	.30
MAR 11	29.	911PM	TO NEWELL	SD	605 456-2969	E	5.0	.50
(SUBTOTAL							16.90	)

MISCELLANEOUS CHARGES AND CREDITS

NO	ITEM	TAX CODE	
FEB 26 30	FEDUSF RE ME	A	69
(MISCELLANEOUS CHARGES AND CREDITS SUBTOTAL		69	1

Type of Long Distance Calls

0-DAY

1-WEEKEND

TAX RATE APPLIED A 100%

TOTAL ITEMIZED CALLS

17.99

Page 5

TAX - FED .53 STATE .69

1.22

TOTAL VARTEC TELECOM CHARGES (INCL TAX)

18.81

THIS PORTION OF YOUR BILL IS PROVIDED AS A SERVICE TO VARTEC TELECOM
THERE IS NO CONNECTION BETWEEN U S WEST AND VARTEC TELECOM



www.uswest.com

RANDY KIEFFER
Bill Date: May 19, 1999
Account No: 605 347-7532 055

Balance Forward	New Charges	Total Amount Due	Due Date for New Charges
\$.00	\$54.00	\$54.00	Jun 9, 1999

Account Summary

▼ Previous Balance

Charges	56.53
Payment	56.53 _R
Balance Forward	\$.00

Thank you for your payment

▼ New Charges

U S WEST	23.95
Clear Choice	4.33
VarTec	25.72
Total New Charges	\$54.00

For questions, call:

1-800-244-1111
1-800-589-4480
1-800-583-6767

TOTAL AMOUNT DUE \$54.00

We appreciate your business.

A late payment charge of 1.5% or minimum of \$1.00 may apply if total amount due does not reach us by Jun 19, 1999.

The company you have chosen for interLATA calls (long distance calls outside your local toll calling area) is EXCEL TELECOMMUNICATIONS. If this company has not been authorized call 1 800 922-1679

Getting friends together on the phone is easy with Instant Three Way Calling from U S WEST. Just call a friend, press the flash button down. Dial a second friend, press flash again, and you're all connected! It's only 75¢ per use and never more than \$6.00 per month. And, it's already on your line.



For questions, call 1-800-244-1111
The best days to call are Tuesday through Friday

Page 2

▼ LOCAL SERVICES

MONTHLY SERVICE-MAY 19 THRU JUN 18 347-7532	15.75
BASIC SERVICES	
These services are necessary for you to use your telephone.	
RESIDENCE LINE	15.75
FEDERAL ACCESS CHARGE	3.50
911 EMERGENCY SURCHARGE	.75
OTHER CHARGES AND CREDITS	1.34%
TELECOMMUNICATIONS RELAY SERVICES	15
TAX- FED 58 STATE 72	1.30

U S WEST LOCAL SERVICES \$20.11

OTHER CHARGES AND CREDITS

ITEM	PER MONTH
APR 26	
1 ONE-TIME CREDIT FOR OUT OF SERVICE	1.34%
TOTAL OTHER CHARGES AND CREDITS	1.34%

▼ UNREGULATED SERVICES

MONTHLY SERVICE-MAY 19 THRU JUN 18 347-7532	3.95
OPTIONAL SERVICES	
These services are provided at your request and are not required as part of your basic telephone service	
LINE-BACKER(TM) OPTIONAL	
INSIDE WIRE REPAIR PLAN	3.95
OTHER CHARGES AND CREDITS	26%
TAX- STATE 15	15

U S WEST UNREGULATED SERVICES CHARGES \$3.84

OTHER CHARGES AND CREDITS

ITEM	PER MONTH
APR 26	
2 ONE-TIME CREDIT FOR OUT OF SERVICE	26%
TOTAL OTHER CHARGES AND CREDITS	26%

ITEMIZED CALLS

	NO.	TIME	PLACE	AREA-NUMBER	TYPE	MIN	
APR 28	1.	813AM	TO MONROE	NY 914 783-1252	D	3.0	.15
APR 28	2.	538PM	TO MONROE	NY 914 783-1252	E	21.0	1.05
MAY 2	3.	1047AM	TO MONROE	NY 914 783-1252	N	17.0	.85
MAY 7	4.	104PM	TO MONROE	NY 914 783-1252	D	40.0	2.00
			(SUBTOTAL			4.05	)

MISCELLANEOUS CHARGES AND CREDITS

NO.	ITEM	TAX CODE	
APR 30	5. FEDUSF REIMB	A	.14
	(MISCELLANEOUS CHARGES AND CREDITS SUBTOTAL		.14

Type of Long Distance Calls:

D-DAY

N-NITE/WKEND

E-EVENING

T-TAX RATE APPLIED - A-7.00%

TOTAL ITEMIZED CALLS

4.18

TAX - FED .13 STATE .01

.14

TOTAL CLEAR CHOICE CHARGES (INCL TAX)

4.33

THIS PORTION OF YOUR BILL IS PROVIDED AS A SERVICE TO CLEAR CHOICE
THERE IS NO CONNECTION BETWEEN U S WEST AND CLEAR CHOICE

125 South Dakota Avenue, 8th Floor
Sioux Falls, South Dakota 57194

June 16, 1999

Mr. William Bullard, Executive Director
Public Utilities Commission
State Capitol Building
Pierre, South Dakota 57501

RECEIVED

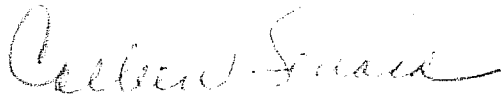
Dear Mr. Bullard:

Re: Docket TC98-176 + CT 99-002

Attached please find a copy of Randy Kieffer's May 19 bill for phone number 605-347-7532. This is provided as Late Filed Exhibit #23.

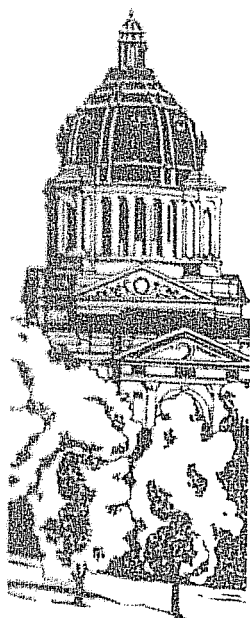
Please note in the Other Charges and Credits there is an adjustment of \$1.34. This is an out of service adjustment for two days in April. Our records indicate that there were only two occurrences in April when reported outages exceeded 24 hours.

Sincerely,



Colleen E. Sevold
Manager-Regulatory Affairs

CC: Randy Kieffer
Tom Welk
Camron Hoseck



South Dakota Public Utilities Commission

State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070



VIA FAX AND FIRST CLASS MAIL

October 19, 1999

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

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

Consumer Hotline
1-800-332-1782

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

Internet Website
www.puc.state.sd.us/puc/

Jim Burg
Chairman
Pam Nelson
Vice-Chairman
Laska Schoenfelder
Commissioner

William Bullard Jr
Executive Director

Harlan Best
Martin C. Beltmann
Sue Cichos
Karen E. Cremer
Michele M. Farris
Marlette Fischbach
Heather K. Forney
Shirleen Fugitt
Mary Giddings
Lewis Hammond
Leni Healy
Camron Hoseck
Lisa Hull
Dave Jacobson
Katie Johnson
Bob Knadle
Delaine Kolbo
Charlene Lund
Terry Norum
Gregory A. Rislov
Keith Senger
Rolayne Aults Wiest

Mr. Thomas J. Welk
Attorney at law
Boyce, Murphy, McDowell & Greenfield
PO Box 5015
Sioux Falls, SD 57117-5015

Re: Randy Kieffer Complaints
Dockets TC98-176 and CT99-002

Dear Tom:

This morning I received an e-mail from Mr. Kieffer who again indicates that he has been having additional phone problems. He states that his phone was out on October 2, 1999. He states that it was called in by both his wife and himself. The phone was off on Saturday, back on on Sunday, and then off for a period on Monday. It was represented to him by whoever he talked with on the trouble team that U S WEST would not get anyone out to him before Monday.

Could you please check into this matter and let me know what the situation is.

Thank you.

Very truly yours,

Camron Hoseck
Staff Attorney

CH:dk

cc: Mr. Randy Kieffer

Cremer, Karen

CT99-002 & TC98-176

Subject:

FW: your docket before the Public Utilities Commission

-----Original Message-----

From: Randy Kieffer [mailto:rkieffer@mato.com]

Sent: Tuesday, June 26, 2001 6:54 PM

To: Karen.Cremer@state.sd.us

Subject: Re: your docket before the Public Utilities Commission

Please submit this to the Commission: Yes the telephone works. We have had very little trouble with it this past year only because the trouble shooter that the phone company has knows what he is doing. Anyone else they send out does not know what they are doing. As to any features for this line, we are years behind, no caller ID, computer service for the Internet is slow, etc. With modern technology now days available, this is still a sorry excuse for phone service. Additionally, I have to have Cellular phone service to make sure I have a back up for when the phone does go out for work purposes and to carry on daily business. Who pays for this??? Many times when the phone goes out on the weekends, can't get a repairman out here and what a nightmare to get ahold of someone to call in the repair order. There are monetary issues involved here and I expect the Commission to make a ruling on the monetary issues regarding this case. If they can't get us a updated phone system out here, then they can approve the monetary money requested for cell phone, aggravation and etc. Please respond. Randy Kieffer

Kolbo, Delaine

CT99-002 + TC98-176

From: Cremer, Karen
Sent: Tuesday, July 24, 2001 7:42 AM
To: Kolbo, Delaine
Subject: FW: Having problems with the phone again

-----Original Message-----

From: Randy Kieffer [mailto:rkieffer@mato.com]
Sent: Friday, July 20, 2001 9:29 PM
To: karen.cremer@state.sd.us
Subject: Having problems with the phone again

Hi Karen--we are having problems with the telephones at my place and my dad's place. This is a intermittent problem and they disconnect when we are in use with the phone. I called US West tonight (Friday night) and asked that they get someone out here tonight and this weekend and was told there is nobody working to fix the phone lines in the Rapid City area. The individual I talked to at US West was Ed Class (I think) ID # 760 out of St. Paul Minnesota. This is ridiculous that we can not get service in this area. He told me they would have some out here by Monday night to fix the problem. Why can't your agency get these issues resolved so we have service out here. It is frustrating trying to do business, maintain our employment when we don't have the telephone working and we are told we have to wait 3 days because there is no coverage. I want to get these people to do their job. My next step is going to be contacting the Governor if we don't get some resolution on these issues and get some support out here.

07/24/2001

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

IN THE MATTER OF THE COMPLAINT FILED)	ORDER FOR AND NOTICE
BY RANDY KIEFFER, STURGIS, SOUTH)	OF HEARING
DAKOTA, AGAINST U S WEST)	
COMMUNICATIONS, INC. REGARDING)	TC98-176
TELEPHONE SERVICE OUTAGES AND)	
INADEQUATE SERVICE)	

IN THE MATTER OF THE COMPLAINT FILED)	CT99-002
BY RANDY KIEFFER, STURGIS, SOUTH)	
DAKOTA, AGAINST U S WEST)	
COMMUNICATIONS, INC. REGARDING)	
SERVICE PROBLEMS)	

On March 19, 1999, the South Dakota Public Utilities Commission (Commission) received a complaint filed by Randy Kieffer, Sturgis, South Dakota (Complainant) against U S WEST Communications, Inc. (U S WEST). Complainant alleged that his service continues to be deficient, that he suffered several outages during the month of March, and that his phone service is not dependable for emergencies and family purposes.

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.

At its April 8, 1999, meeting, this matter was considered. Randy Kieffer was unable to participate in person or via telephone; however, he did submit a facsimile letter to the Commission in which he explained and amended his complaint. Commission Staff recommended a finding of probable cause due to unresolved factual issues. The Commission voted unanimously to find probable cause and to consolidate this matter with docket TC98-176, a case which is pending and involves the same parties. U S WEST filed its answer on May 5, 1999. A hearing in this matter was held on June 2, 1999. At its September 7, 2001, meeting, Mr. Kieffer stated that he was continuing to experience outages and requested another hearing.

The Commission has jurisdiction in this matter pursuant to SDCL Chapters 1-26, 49-2, 49-13, including 49-13-1 through 49-13-27, inclusive, and SDCL Chapter 49-31, including 49-31-3, 49-31-7, 49-31-7.1, 49-31-7.2, 49-31-10, 49-31-11, 49-31-38, 49-31-38.1, 49-31-38.2, 49-31-38.3 and ARSD 20:10:01:07.01 through 20:10:01:28, inclusive. The Commission may rely upon any or all of these or other laws of this state in making its determination.

A hearing shall be held on November 6, 2001, at 12:30 p.m. MST, in the Meeting Room, Sturgis Super 8 Motel, West of City, Sturgis, South Dakota. All persons testifying will be subject to cross-examination by the parties.

The issue at the hearing is whether U S WEST committed an unlawful or unreasonable act, rate, practice or omission and whether U S WEST is liable for damages caused the complainant and, if so, in what amount.

The hearing is an adversary proceeding conducted pursuant to SDCL Chapter 1-26. All parties have the right to attend and represent themselves or be represented by an attorney. However, such rights and other due process rights shall be forfeited if not exercised at the hearing. If you or your representative fail to appear at the time and place set for the hearing, the Final Decision will be based solely on testimony and evidence provided, if any, during the hearing or a Final Decision may be issued by default pursuant to SDCL 1-26-20.

The Commission, after examining the evidence and hearing testimony presented by the parties, shall make Findings of Fact, Conclusions of Law, and a Final Decision. As a result of the hearing, the Commission may determine whether U S WEST committed an unlawful or unreasonable act, rate, practice, or omission and may determine damages, fines or other remedies for service quality as provided by law. The Final Decision may be appealed by the parties to the Circuit Court and the South Dakota Supreme Court as provided by law. It is therefore

ORDERED, that a hearing shall be held on the complaints of Randy Kieffer as specified above.

Pursuant to the Americans with Disabilities Act, this hearing is being held in a physically accessible location. Please contact the Public Utilities Commission at 1-800-332-782 at least 48 hours prior to the hearing if you have special needs so arrangements can be made to accommodate you.

Dated at Pierre, South Dakota, this 4th day of October, 2001

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:	<u>Mildred Kalbo</u>
Date:	<u>10/4/01</u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION

James A. Burg
JAMES A. BURG, Chairman
Pam Nelson
PAM NELSON, Commissioner

RECEIVED

THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

NOV 29 2001

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

= = = = =
IN THE MATTER OF THE COMPLAINT FILED
BY RANDY KIEFFER, STURGIS, SOUTH
DAKOTA, AGAINST US WEST COMMUNICATIONS,
INC. REGARDING TELEPHONE SERVICE
OUTAGES AND INADEQUATE SERVICE

TC98-176

IN THE MATTER OF THE COMPLAINT FILED
BY RANDY KIEFFER, STURGIS, SOUTH
DAKOTA, AGAINST US WEST COMMUNICATIONS,
INC. REGARDING SERVICE PROBLEMS

CT99-002

= = = = =
Transcript of Proceedings
November 6, 2001
= = = = =

ORIGINAL

BEFORE THE PUBLIC UTILITIES COMMISSION,
JIM BURG, CHAIRMAN
PAM NELSON, VICE CHAIRMAN

COMMISSION STAFF
Rolayne Ailts Wiest
Michele Farris
Gregory Rislov
Deb Elofson

A P P E A R A N C E S

KAREN E. CREMER,
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION,
Staff counsel, 500 East Capitol Avenue,
Pierre, South Dakota 57501,
appearing on behalf of the Public Utilities
Commission;

THOMAS J. WELK,
BOYCE, MURPHY, MCDOWELL & GREENFIELD,
Attorneys at Law, 101 North Phillips Avenue,
Sioux Falls, South Dakota 57104,
appearing on behalf of Qwest Corporation;

RANDY KIEFFER,
appearing pro se.

PRECISION REPORTING
L I M I T E D

THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

ON THE MATTER OF THE COMPLAINT FILED
BY RANDY KIEFFER, STURGIS, SOUTH
DAKOTA, AGAINST US WEST COMMUNICATIONS,
INC. REGARDING TELEPHONE SERVICE
OUTAGES AND INADEQUATE SERVICE TC98-176

ON THE MATTER OF THE COMPLAINT FILED
BY RANDY KIEFFER, STURGIS, SOUTH
DAKOTA, AGAINST US WEST COMMUNICATIONS,
INC. REGARDING SERVICE PROBLEMS CT99-002

Transcript of Proceedings
November 6, 2001

MEMBER THE PUBLIC UTILITIES COMMISSION,
JIM BURG, CHAIRMAN
PAM NELSON, VICE CHAIRMAN

COMMISSION STAFF
Rolayne Ailts West
Colleen Sebold
Gregory Kislov
Dan Krafen

APPEARANCES

KAREN E. CREMER,
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION,
Staff Counsel, 500 East Capitol Avenue,
Pierre, South Dakota 57501,
appearing on behalf of the Public Utilities
Commission;

THOMAS J. WELK,
BRUCE, MURPHY, McDOWELL & GREENFIELD,
Attorneys at Law, 101 North Phillips Avenue,
Sioux Falls, South Dakota 57104,
appearing on behalf of Qwest Corporation;

RANDY KIEFFER,
appearing pro se.

TRANSCRIPT OF PROCEEDINGS, held in the

of captioned matter, at the Super 8 Motel Conference
Room, Sturgis, South Dakota, on the 6th day of November
2001, commencing at 12:00 p.m.

INDEX

Witnesses	Direct	Cross	Redir	Recross
Randy Kieffer	5	9, 10	--	17
Colleen Sebold	18	33	--	63
Substantive Witnesses	Direct	Cross	Redir	Recross
Randy Kieffer	66	67	--	--
Exhibit Nos.		M	O	R
24 - Transcript		13	14	14
25 - Randy Kieffer repair records	2	22	22	22
26 - Susan Kieffer repair records	2	22	22	22
27 - E-mail to Karen Cremer from Randy Kieffer		2	13	13

(Exhibits 25 through 27 are marked for identification)

CHAIRMAN BURG: I'll begin the
hearing for Docket TC98-176 and CT99-002 in the
matter of the Complaint filed by Randy Kieffer,
Sturgis, South Dakota against US West
Communications, Incorporated, now known as
Qwest Corporation, regarding telephone service
outages, inadequate service, and service problems.

The time is approximately 12:36 p.m. mountain
standard time, the date is November 6, 2001, and
the location of the hearing is in the meeting room
Sturgis Super 8 Motel, Sturgis, South Dakota.

I am Jim Burg, Commission Chairman.
Commissioner Pam Nelson is also present. I am
presiding over this hearing. This hearing was
noticed pursuant to the Commission's Order For and
Notice of Hearing issued October 4, 2001.

The issue at this hearing is whether Qwest
committed an unlawful or unreasonable act, rate,
practice, or omission and whether Qwest is liable
for damages caused the Complainant and, if so, in
what amount.

All parties have the right to be present and
to be represented by an attorney. All persons so
testifying will be sworn in and subject to the
cross-examination by the parties. The Commission's

final decision may be appealed by the parties to
the State Circuit Court and to the State Supreme
Court.

Rolayne West will act as Commission Counsel.
She may provide recommended rulings on procedural
and evidentiary matters. The Commission may
override Counsel's preliminary rulings throughout
the hearing. If not overruled, the preliminary
rulings will become final rulings.

At this time I'll turn it over to Rolayne to
conduct the hearing.

MS AILTS WEST: I'll take
appearances. Mr. Kieffer, you appear on behalf of
yourself?

MR. KIEFFER: Yes.

MS AILTS WEST: Qwest.

MR. WELK: Tom Welk and

Colleen Sebold.

MS AILTS WEST: Commission staff.

MS CREMER: Karen Cremer from

staff.

MS AILTS WEST: Does anybody have
any opening statements to be made prior to
testimony?

If not, we'll begin with you, Mr. Kieffer.

5
Quest you state your name and address and be sworn
and you can give your testimony
MR KIEFFER Randy Kieffer My
address is 1436 1/2 Street at Place Sturgis
South Dakota 57785

RANDY KIEFFER

sworn in a witness being first duly sworn in the
above court testifies under oath as follows

MC AUSTIN WEST Go ahead

Q

DIRECT EXAMINATION

MR KIEFFER I really don't quite
understand the reason why we're having this meeting
other than just give testimony on different outages
that we've had. We had pretty fair phone service
from October of 99 to April 00 intermittent
outages nothing that was a real major type thing
seemed to work pretty good

But when we get into problems we get into
major problems it seems like. Starting on 1 July
of 2001 on the way down to July 26 2001 I
remembered and this is not all inclusive. I'm
not at least 11 phone outages for that month
where we didn't have phone service working the way
it was supposed to be working

6
We'd be talking on the phone line and the
phone line would go dead pick up the phone to make
a call and I would be dead. We had an outage on
August 10 US West also the phone numbers,
Randy here is both 347 7532 347 9566 Phone
line 7532 is at my dad's residence. The 7532 is at
my residence. For billing purposes the phone line
at my dad's residence is in my wife's name

And when we first came back from the military
we put that phone line in. My dad had it
disconnected and we reconnected it. I spent a
good \$200 to have the 7532 line put in and the
service for the best part has been poor

One of the major issues I got here for all of
this is for the month of July you can't get
anybody to come out and fix the phone service when
it goes down on a weekend or a holiday. There's
just no service. Although, after you raise enough
honey with US West they have been known to send
people out on weekends. But your initial call when
you call somebody report the problem, is we don't
have anybody working in western South Dakota to fix
the telephones on the weekends

To say the least it's an old outdated phone
system. It's an Anaconda system from what I

7
remember from previous hearings, which is a
dinosaur US West. I do concur that they have
spent a lot of money trying to fix the phone system
up to par. The first two meetings that we had
because it was really bad then

But I guess my main concern now is like when
you run into a problem out of 30 or 31 days it
takes 11 days troubleshooting to get the phone line
working, or getting parts is a little ridiculous
It's not adequate service

The last time I had talked with the Commission
was on the telephone, and that was, what,
September -- I think it was September 7. I had
indicated to the Commission that there had been a
new phone line buried in the ground from the box
down at the granary. I'll just call it the box
It seems to be where we junction off to go to my
place or go up to my dad's place

The technician that came out there said that
the phone line was not carrying what it was
supposed to carry so they recommended putting a new
phone line in. I told the Commission that they did
and the phone line was working good at that time
for what I knew of it

I went home that night and told my dad about

8
it, and he said, well, they haven't even hooked it
up to the house yet. We're still on the old line.
Qwest come out and hooked up the phone line
yesterday to the house

So, again, I can't tell you whether it's going
to make a major improvement in the phone system or
not. I thought it was kind of unique that it got
hooked up one day before we met

The phone line at the 7532 number -- I'm
sorry -- at the 9566 number, which is my dad's, is
a very important phone line for me. My dad's 73
years old now, I believe, and working with
livestock and stuff like that I need to be able to
have contact with him and make sure that he's okay,
doesn't get hurt out there with the cattle. He is
a farmer. It's a hazardous area. They're a
hazardous business to be in. Things happen. And
you need to have communication with him at that
age

So for health, fire, and personal reasons it's
a necessity to have that telephone working. At
this time that's all I have.

MS CREMER: Could I just to
supplement that part of his direct -- do you want
me to wait?

MR WELK don't care what you do

CROSS EXAMINATION

BY MS CREMER

Q Just to clarify I read through the transcripts, and I'm not sure it's entirely clear Do you farm out in that area where you live, or you just live there --

A Yes I ranch it myself there also

Q And your dad does also?

A Right

Q Would you agree with me that farming is a dangerous occupation?

A Yes

Q Have you ever had a reason to call the fire department to either your place or your dad's?

A Well not to my place but to call to find out if there was a controlled burn across the River or whether it was a noncontrolled burn About two, three weeks ago

Q Okay Have you ever had reason to call emergency personnel to your place for either yourself or your dad?

A As of this time no, not an emergency

Q Okay

MS CREMER: That's all I have

THE WITNESS: I take that back We had a fire out there Lightning struck a bale,

started a fire last year

Q Okay Called the fire department?

A Yeah

Q All right

MS CREMER: That's all I have

MS AILTS WIEST: Mr Welk

MR WELK: Thank you

CROSS EXAMINATION

BY MR WELK

Q Good afternoon, Mr Kieffer Let's start with the most recent incident It's my understanding that the recent repair arose from a situation in which a contractor cut the Qwest cable and then spliced it themselves and Qwest had to come out and repair what the contractor had done

Is that consistent with your understanding?

A Yeah There was a phone line that was cut That wasn't even included in my record here

Q That was cut by somebody other than Qwest?

A Right

Q Is that the new wire that was buried yesterday is the one the contractor cut and then Qwest had to come out and resplice it?

A Repeat the question

Q The line that was placed yesterday or the last couple

of days is that not the line that the contractor cut and then spliced and then Qwest had to go back in? Isn't that what happened the last couple of days?

A After the repair was made on the line it was still out of service, still wasn't carrying the ohms it was supposed to carry or whatever it needed

Q Well my question goes back to the reason why the repair was done recently It was an outage caused by someone else, was it not, who cut the cable?

A For that one particular day, right That was after July 26 Between July 1 and 26 is the time I'm talking about

Q Mr Kieffer, do you report any time you have an outage to Qwest?

A No, I do not I've been reporting to Karen, and I've been calling technicians directly

Q Well, it's true you must be the only person that I know out here that has the phone number of the US West or Qwest technician, correct?

A Yes I can go out to the pickup and get the card if you want me to

Q Well, you call him directly if you have a problem don't you?

A If I have to, yes

Q And he has come out to your place when you call a

repair service, but he also comes out as a direct phone contact from you?

A Sometimes two or three days later, yes

Q All right When you have an outage then do you call on the 800 repair number?

A Yes, I do I have July --

Q Well, I have the records here

A July 20 I called one --

Q So what do you have as the date you called Qwest?

A One of the days that I called Qwest was July 20 I don't have all the particular days that I called Qwest because it's so frustrating calling Qwest that I just don't go through the turmoil of it I contacted Karen and sent e-mail or I contacted the technician

And that's what the technicians requested that we do That's why he gave me his card

Q Okay So when you have an outage now you call Karen Cremer? That's the first person?

A I don't call I send her an e-mail once the service goes back to work

Q So you send her an e-mail Do you call the repair service for Qwest?

A Yes We have done that Not all times

Q And then do you call Mr. Alberto, the technician?

A I have, yes

Q Every time you call Mr. Albert's do you call the repair
company number?
A Yes
Q I'd like to show you what has been marked by the court
reporter as Exhibit 27 which is an e mail from you to
Karen Cremer dated June 26, 2000

Did you send that e mail to Counsel, Cremer?
(Witness examines document)

A Yes

MR WELK Move for the admission of
Exhibit 27

MS AILTS WIEST Any objection?

MS CREMER Can I see it?

MR WELK Yeah

MS CREMER Yeah I have no

objection

MS AILTS WIEST It's admitted

Q Now also you mentioned about calling into the
Commissioner in one meeting I'm going to -- I've got
the wrong one here Let me just take a moment to mark
that

(Exhibit 24 is marked for identification)

Q Mr. Kieffer this is a transcript of a meeting that
occurred on January 18, 2000. All I'm going to ask you
is are you the Mr. Kieffer who was talking at that time

, the Commission about the status of your phone
service at that time?

A Yeah

MR WELK Move for admission of
Exhibit 24

MS AILTS WIEST Any objection?

MS CREMER No

MS AILTS WIEST If not, it's

admitted

MR WELK I don't have any further
questions of Mr. Kieffer

MS AILTS WIEST Ms. Cremer, do you
have any questions?

MS CREMER No

MS AILTS WIEST Commissioners, do
you have any questions?

CHAIRMAN BURG Mr. Kieffer, do you
know how many people are on the same Anaconda line
that you have?

THE WITNESS I'm sorry?

CHAIRMAN BURG Do you know how many
other neighbors might be served out of that same
Anaconda system you have?

THE WITNESS There was
Bruce Weyrich, Ladell Weyrich Each have

individual phones. Bob Weyrich individual phone
And I'm not sure A Lee down by the Belle Fourche
River, I think, is on that system also An
Odie Kovens, I believe, have the same kind of
system also on that area

CHAIRMAN BURG Do you know have
they had the same kind of problem?

THE WITNESS Weyrichs, yes, they
have

CHAIRMAN BURG Have you encouraged
them to --

THE WITNESS Yes, I have But I'm
about the only rebel out there, I guess, one trying
to fix things

CHAIRMAN BURG That's all I have

COMMISSIONER NELSON Is it your
testimony that since July something -- July 1,
let's say, of 2001 up through today you've
consistently had problems with your phone service
in that it really takes like -- is that what you're
saying to me?

THE WITNESS What I'm saying is
when we have a major problem we have a major
problem out there July 1, 2001, July 12, 2001,
July 13, 2001, 18, 19, 20, 21, 22, 23, 24, 26 we

put up with phone service that was intermittent

COMMISSIONER NELSON So what do you
have for the rest of the month? How about August,
September?

THE WITNESS It went good

COMMISSIONER NELSON It's been good
in September, October?

THE WITNESS It's been good, yeah

COMMISSIONER NELSON And when you
have problems do you have problems with voice --

THE WITNESS We have major
problems, right, with the system It's old and
outdated. We've even had a technician come out and
say it's the oldest system in South Dakota

COMMISSIONER NELSON Are you
telling me each time you report these, say all the
dates you just went through, do you have then --
are you telling me it takes 11 days to get somebody
to fix it every time?

THE WITNESS That's how long it
took us to get it working the month of July.

COMMISSIONER NELSON 11 days each
time?

THE WITNESS No Total. That was
11 days out of 31 days or 30 days for the month

COMMISSIONER NELSON Thank you

MS CREMER Did you have a question

because that made me think?

MS AILTS WIEST No

RE-CROSS EXAMINATION

BY MS CREMER

Q When you talk about intermittent, are you having -- is it more on the line or it rings and no one's there?

A It rings, no one's there or you go to make a phone call and it's dead or you make a phone call and it goes dead on you.

Q Do you have static on the line?

A No, not that I'm aware of.

Q Okay.

A On either line.

MS CREMER That's all I had

MS AILTS WIEST Are there any

other questions of this witness?

MR WELK Not at this time

MS AILTS WIEST Do you have

anything further Mr Kieffer to add at this time?

THE WITNESS Yeah As Commissioner Nelson's mentioned there's a whole lot of nothing out there on Highway 34. It's important to have a phone that works out there.

MS AILTS WIEST Okay Thank you

Mr Welk, do you have any witnesses?

MR WELK Yes We'd call

Colleen Sevold

COLLEEN SEVOLD,

called as a witness, being first duly sworn in the above cause, testified under oath as follows:

DIRECT EXAMINATION

BY MR WELK

Q Would you please state your name

A My name is Colleen Sevold

Q Your title?

A Manager of policy and law for Qwest Corporation

Q Are you the same Colleen Sevold who testified at the other hearings in this matter?

A Yes, I am.

Q Since the last hearing that occurred in this matter, investigative hearing, which was June of 1999, did you do an investigation of the repair records that exist within Qwest Corporation as to the outages of Mr. Kieffer?

A What I investigated was I had seen the e-mail that Mr. Kieffer had sent to his phone service had been good for the past year. So what I basically looked at is the outages for 2001. And I do have those with me

Q The e-mail that you're talking about is the Exhibit 27 where he said to Ms. Cremer, "Yes, the telephone works we've had very little trouble with it this past year only because the troubleshooter that the phone company has knows what he's doing."

Is that what you're saying?

A That's the one I'm referring to

Q All right. Then before we get into the repair records let's try to clarify, what's your understanding of the recent repair that occurred to Mr. Kieffer's line in the last couple of days?

A The line that Mr. Kieffer referred to that we went out and buried yesterday when our technician was out there this summer one day he discovered that one of the lines had been cut. The drops had been cut by a contractor other than a Qwest contractor, but another contractor and someone had gone ahead and spliced it, not a Qwest person but someone else.

And he said while it was providing working service, it would not have -- if it would rain or something like that because it had been spliced by someone who wasn't clear about what they should be doing. So he cut in another line, and he said that he would get that buried before the bad weather came, even though the other line was providing service. This new

line we won't have to worry about in the wintertime.

But it was nothing that Qwest had done. It was another contractor, and they had gone ahead and spliced it without calling us.

Q Let's also -- before we get into the repair records, tell us what the process is that you understand exists if Mr. Kieffer has an outage as to what he is supposed to do.

A Well, all of our customers need to call the 800 repair number. But I've had lengthy conversations with Mike Alberts, who is our main technician in Mr. Kieffer's territory. Mike is very familiar with Mr. Kieffer. He said they've known each other for many years. So he's agreed that Mr. Kieffer can call him at home.

However, he needs to have a trouble ticket opened to charge his time to. So Mike can't go out there without a trouble ticket open through the 800 number. So what he tells Mr. Kieffer, and I just had this conversation with him yesterday, is I'll work on it but call in the 800 number and get a ticket open so that I have something to charge my time to.

So Mike will allow the calls to be sent to his home, but not unless an 800 number has been called to open a ticket. So any instance where Mike has gone

Q And there there's been a call in to the 800 number let's talk about you brought the repair records for both of the telephone lines that Mr. Kieffer discussed today -- is that correct?

A I brought the 2001 repair records that's correct

Q All right. Have those been marked as Exhibit 25 and 26?

A Yes they have

Q Let's just get some background because a lot of this is difficult to read. Why don't you tell the Commission in these records how are they kept in their regular course of business?

A Okay. As you dial the 800 number for repair the question is asked what is your phone number. Then you enter the phone number and the computer brings up your screen with your phone number. So there's no way that you can call in a repair call and not have it documented here because you can't exit that screen unless you put in information.

So in other words, you can't just call the 800 number and they jot it on the piece of paper. It has to go through the computer screen. So all calls made are recorded here.

Q Exhibits 25 and 26 then, are these the records that would have been kept as to not only the telephone call

1 have been admitted

2 Q All right, Colleen. Let's try to make this understandable. First of all, let's look at Exhibit 25 and help us read what this is.

3 First of all, this is Randy Kieffer's records, correct?

4 A So if you go down to the first 8-23

5 Q This is below the dotted line?

6 A Right. And see 6-21 a.m. that is when the call would have been made by the customer.

7 Q So that's when someone at the computer types in. And you've got a date beside here. Now you wrote that date in?

8 A I wrote that down so that we could understand that that's all one repair ticket. In other words, these are all the things that happen after a call has been made, okay. So if you go -- this was completed at if you go all the way down.

9 Q Well, what was the complaint? How can we look at that and tell us what his complaint was?

10 A Well, if you go down just a couple of lines down, you see a called number, and then right below that it says NDT, no dial tone, OOS, out of service.

11 Q So that was the call that was made?

12 A Right.

1 that would have been made by -- from someone from Susan Kieffer's telephone number and Randy Kieffer but also the work that would have followed and when the work would have been completed?

2 A That's correct.

3 MR. WELK: I'm going to move for the admission of Exhibit 25, which is Randy Kieffer's repair record, and Exhibit 26 would be Susan Kieffer's repair records.

4 And Ms. Sevoid will hand those out to everyone in the room.

5 MS. AILTS WIEST: Are there any objections?

6 MS. CREMER: Which is which here?

7 MR. WELK: If you look, Karen, 25 is Randy. You'll see it on the left hand up in front. And then Susan is on the left hand also. 25 is Randy's, and 26 is Susan's.

8 MS. AILTS WIEST: Any objection?

9 MS. CREMER: Is she going to interpret this at all?

10 MR. WELK: Yes.

11 MS. CREMER: All right. Then no objection.

12 MS. AILTS WIEST: Exhibits 25 and 26

1 Q All right. And then now tell us what happened after he called.

2 A Well, all of this is just the different people that test it, look at it, the screens that it has to go through. So all of this is technical terminology that tells you all the people that look at it. So every time someone goes in and does anything on that particular one it is there.

3 Q And it marks -- the 8-23 shows the date in which they did it, and then beside it is the time?

4 A Right. Right.

5 Q So what was the final resolution of the 8-23-01 outage call?

6 A Well, and these are difficult too because they do so much in just short terminology. So I went through these with Mike Alberts yesterday and said now tell me -- because it says system trouble.

7 Q Where are you reading? You've got to tell us.

8 A If you go down and it says NAR, GDS, system trouble.

9 Q That's under the continued on next page, and then that's the second column, the last entry, correct?

10 A Right.

11 Q On Page 1?

12 A Right.

13 Q All right.

25

A Okay. So what he did at that particular time is he said that -- and I'm going to describe it to you as -- there's a post and the housing is on top of that -- and sometimes the wind or something can just jar that a little bit, bump it enough so that maybe a card slips or something. So he repaired that housing.

Q All right. When did the repair get completed?

A And then that repair is completed at

Q -- you turn to the next page

A No. I believe the next page goes on to a different -- yeah. It does. 3:53.

Q All right. Show us where that entry is.

A At the very bottom of the 8-23-01 you go over and see 3:53 and you see repair and it says Ana system.

Q So that means?

A He repaired the Anaconda system. And so that same day, 8-23, the call came in in the morning, and it was completed by 3:53 p.m.

MS CREMER: Can I just interrupt for a minute? Colleen, did you do any of the entry on this?

THE WITNESS: This is done by our repair people in like maybe Des Moines, maybe Denver.

MS CREMER: Did Mike Alberts do

26

some of this?

THE WITNESS: No. This is done by the 800 number people, and then what happens --

MR WELK: Well, what do you mean, Karen?

MS CREMER: Well, my point is why isn't Mike Alberts the tech going to be here to explain. I don't understand why Colleen is explaining the technical stuff when it seems like we could get so much more out of a technical person.

THE WITNESS: What I'm explaining is what we did is -- my understanding the reason for this hearing today was to get into the record the amount of repair calls that were made in 2001.

That was my understanding from the September hearing is that we could either put them in through affidavits or we could have a hearing. And so this submits it.

Mike Alberts doesn't do all of this either. Mike Alberts goes out and repairs the system.

MS CREMER: Okay. I guess what my concern here is it's so much hearsay and I understand it's administrative and we let some of this in but she keeps saying he tells me and he

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tells me. Well, that's just pure hearsay.

And so I'm having a real problem here with her interpreting something she didn't even put together so I'm not.

THE WITNESS: I mean, it's documented right here. I'm not making it up. It's documented.

MR WELK: Just wait. Do you have a legal objection?

MS CREMER: Not one that's not going to be overruled. I was just trying to figure out if she had ever done anything on here. That was my whole question.

Did you actually input any of this?

THE WITNESS: Nor did Mike Alberts.

MS CREMER: That would be my objection is it goes to the relevance and it goes to her knowledge of this. Yes, she can interpret what's on there, but not having done any of it. I'm not sure we couldn't have had a better witness here.

MS AILTS WIEST: Well, I think she can actually interpret it, though, so the objection is overruled.

Q Let's go to the next outage. Now on the second page

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this, again, is Randy. You've got 7-12-01. Interpret for us when he called in and what happened.

A Okay. 7-12-01 the call came in at 7:57 a.m. Okay. Then if you drop down to where the arrow ends, at 3 o'clock that very same day it was repaired, and the outage was due to a lightening strike.

Q That's what the record shows?

A Right.

Q All right. The next one, 7-9-01, tell us when it was called in.

A Okay. That was called in at 7-9, 8:54 p.m. So that was called in the evening, and it was repaired the next day at 1 o'clock. If you go down to the end of the arrows there, it was repaired 7-10 at 1 o'clock p.m.

Q So we're on Page 3 now, the end of the arrows, you're looking at what when you're reading this?

A At the end of the arrows it says that it was replaced, a repeater card. So, in other words, there are cards in this Anaconda system that sometimes go bad, and the technician replaced the repeater card.

MR KIEFFER: What date was that?

THE WITNESS: July 10.

Q And there's no entry then -- the next one is 4-13-00?

A That's correct.

Q So there are no reported outages as far as the repair

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1 records go between July 10, '01 and April 13, 2000. Is
2 that correct?
3 A That's correct.
4 Q All right. Now take us back to April 13, 2000.
5 A Okay. April 13, 2000 the call came in at 3:17 p.m.,
6 and it was repaired on April 14 at 6:15 p.m. -- or
7 excuse me -- yeah, 6:15.
8 Q You have to tell us where you're reading.
9 A You go to the very end of the arrow again. I've drawn
10 arrows to kind of make it so it shows which ones. And
11 there he repaired the cable pairs.
12 Q So that was a cable outage?
13 A Right. And that was back in April of 2000. And then
14 that's all the further that I went. I don't have the
15 full thing.
16 Q What about 4-7?
17 A Yeah. But it's just the beginning of the 4-7. So we
18 didn't go back any further than the 4-14 of '00.
19 Q Because of what Mr. Kieffer said in his e-mail?
20 A That's correct.
21 Q All right. Now let's go to Susan's line. That's
22 Exhibit 26. And it's a similar format, and you've put
23 arrows beside each of the reported outages?
24 A Right.
25 Q And what happened?

1 Monday?
2 A That's correct.
3 Q Is that consistent with the policy of Qwest on weekend
4 repairs?
5 A Yes. We have a weekend technician that works on
6 Saturday. And the manager determines -- we will not
7 always be able to repair all of them on Saturday, but
8 we will do our best, and we will for sure get all
9 emergency ones done on Saturday.
10 Q All right. Let's go to 7-16.
11 A Okay. At 7-16 at 12:39 p.m. it was called in on the
12 Susan Kieffer line. And then if you go the next page
13 on 7-16 at 1:12 p.m. our technician had gone out there
14 and Susan had the ringer turned down. So, in other
15 words, the phone -- they weren't able to get calls, but
16 that was because the ringer was turned down.
17 Q Where is that entry at? Show us.
18 A At the very end it says "Susan had ringer turned down
19 is okay now, getting calls in."
20 Q That's at the end --
21 A At the end of 7-16.
22 Q All right. So that was a problem, just the Kieffers
23 had the ringer turned off?
24 A That's correct.
25 Q So on 7-12-01, what's that repair?

30

1 A Right.
2 Q Take us through the first reported outage. Now if we
3 look at 25, this would have been the same date,
4 8-23-01?
5 A Right. The same outage. That came in at 6:23 a.m.
6 And then you go to the end of the page there, and that
7 is where they repaired the housing, which was also the
8 same as on the Randy Kieffer one. And that was
9 completed at 3:51 p.m. that day.
10 Q All right. Then let's go -- the next one it appears is
11 7-20-01?
12 A It came in at 5:53 p.m., and that's a Friday night.
13 Now if you go down there a ways on that one, you can
14 see that we did some work on it on 7-21, which was a
15 Saturday. So we do have a technician that works on
16 Saturday.
17 However, they determined that it was a cable
18 problem. And so the cable people worked on it on
19 Monday. So in that particular case it was over the
20 weekend, and it was completed 7-23 at 3:58, which you
21 notice at the end of the arrow.
22 Q That's where it says 17 DNT 07-23-01 3:58P?
23 A Right.
24 Q So that's telling you the cable was repaired or at
25 least reported to be repaired at 3:58 on the following

1 A 7-12 it came in at 7:59 a.m. And it was repaired at
2 4:10 p.m., and that was due to the lightning strike.
3 Q Where is that? Where are you reading that? Which
4 page, and show us which entry.
5 A 7-12, and then you go to the next page.
6 Q On the bottom of the page I'm looking at 4-7. Is that
7 where you're at, the lower left-hand corner? Which
8 page are you reading from?
9 A Right here. 7-12. Then you go over right. And it
10 was repaired at 4:10 p.m. Excuse me. That's where he
11 replaced the repeater card.
12 Q Now that's right by the end of the arrow on the top of
13 the page that says --
14 A Right above the dotted line.
15 Q So I'm trying to talk to the record here. So you
16 understand that the rest of it -- the rest of us don't
17 it's 12 DNT 07-12-01 4:10P. Is that what you're reading
18 from?
19 A That's correct.
20 Q All right. But it continues on.
21 A And then the next one is 9-18 of 2000.
22 Q 9-18 or 9-10?
23 A 9-18. Right here (indicating).
24 Q All right. So you -- that's in the middle of the page?
25 A Right.

- Q What was the outage there?
- A There that probably don't have the end of that one out way was basically trying to show the JCE; subject and then also the reason I put that page in there is to show they hadn't had any prior to September of 2000.
- Q So her call went back from essentially or the outages from July 01 to September of 2000 is that correct?
- A Yes.
- Q Where did a report then through the 800 number that there is not a record generated such as this is true correct?
- A That's correct.

MS. WELK: That's all the questions.

Page

MS. AILTS WIEST: Mr. Kieffer, do you have any questions?

CROSS EXAMINATION

BY MR. KIEFFER:

- Q So I don't go through your 1-800 number to report there and Mike comes out, you just don't get paid? Is that what you're saying?
- A Mike has told me and I have absolutely no reason to not believe Mike that he cannot come out. And he always

- Q Now you told me he says, thanks, I will get to work on it, but you need to call the 800 number because need to charge my time to that.
- MR. KIEFFER: For the record, Mike has never told me no such thing.
- Q What is a normal time period it takes to order a part and get the part for an Anaconda system?
- A It would depend on what it was, what type of...
- Q A circuit card. One of those cards, you know, that the lightning strikes that explodes the card or burns it out or whatever.
- A I can't answer that question. But I do know that as we looked at this, every one of them had been repaired the same day.
- Q Okay. Same day?
- A According to the repair records.
- Q On 7/20?
- A With the exception of that.
- Q The year 2001 I called in a repair order and you said dispatch technician on 7/21, which was a Saturday. I talked to the technician that day. He told me that they needed to order a part for the system and it would be there on Monday. Your work order completed it out on 7/23, if I'm not mistaken.
- A That's correct.

- Q That's a long time to wait for parts to come in, modern technology the way it is nowadays and transportation. Where do you dispatch this weekend technician out of?
- A I believe that Mike normally comes out and I believe that Mike lives in Sturgis.
- Q Mike lives in Sturgis. I agree with that. Mike does not always come out on a weekend. So who is your weekend technician? How do you get a technician on the weekend out here?
- A It depends on who's on call. We do not guarantee that every weekend it will be repaired. What I said is we do our very best to get them all on Saturday, but our commit time would be on Monday. Our commit time to you would be on Monday. We would do our best to get it done on Saturday.
- Q So what you're saying then is if the phone service goes down in town, you don't fix anybody's phone in Sturgis then? Is that what you're saying, businesses or whatever?
- A We do our best to get them all done on Saturday. If we have an emergency, if someone has a medical emergency if we have an emergency, we will dispatch. But our technicians do need a day off.
- Q What is an emergency?
- A If you had a medical emergency, if there are

- emergencies, we will dispatch.
- Q Okay. So I guess what you're saying is we've got pretty poor service here even in town then for a weekend then. You don't have technicians. I lived out in Utah. We don't have trouble getting phones fixed on the weekend.
- I just can't understand why we have such a service problem getting weekend support, holiday support.
- A I believe the record shows that only one weekend were you without service in 2001.
- Q I've had other weekends where I called and didn't have any response. As a matter of fact, also on the day the phone line was cut I notified Mike Alberts and told him the line was cut also. We did have a temporary repair on it.
- MR. WELK: I object.
- MS. AILTS WIEST: Mr. Kieffer, if you could limit yourself to questions, but we will give you an opportunity to say anything you'd like in rebuttal. At this point if you have any questions for Ms. Sevold.
- Q How do we know that lightning strike's what knocked out the phone system? Do you have a weather report to document those dates?

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A Our technicians have worked on these systems for years and years and years so they can determine that

Q Okay

MR KIEFFER No other questions at this time

MS AILTS WIEST Ms Cremer?

MS CREMER Yes

CROSS EXAMINATION

BY MS CREMER

Q Looking at Exhibits 25 and 26 I assume each time Qwest spends money when they send somebody out there to fix these right?

A Right

Q And so that would be on top of that \$547,000 that Mr. Peters previously testified to that Qwest has spent?

A Each time right Our technicians are being paid to go out on these calls, that's correct

Q Okay In your opinion, having -- you know, Qwest has spent that much money Why are we still having problems out there?

A I think the record shows that we haven't had that many reported outages Mr. Kieffer, as I understand it, lives about 30 miles out of town, which is an enormous ways out I would say to you that probably any

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Q That's not my question Does Qwest have a policy of telling people if they live so far away from the central office that their service may not be as good as the person living a mile closer?

A I am not saying that you may not have good service when you live out I am saying there can be difficulties in living that far out and providing service There may be difficulties That's all I'm saying

Q And all I'm asking is are you told that?

A I can't answer that question

Q Because you don't know or because you don't want to answer it?

A Because I don't know because I don't believe that that's the case

Q So, Ms. Sevold, in your opinion what needs to be done?

A I believe that Mr. Kieffer is being provided voice grade service I believe that we are Exhibits 25 and 26 would show that he's had very few outages and I believe at this time he's getting very good service

Q So, again, that wasn't my question What do you think needs to be done to end him having to call for repair all the time?

A And my answer would be that I believe at this time he's being provided very good service

Q So you think that's typical what he's getting?

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Customer that lives that far out may very well have two or three repair calls a year

Q Is that just people, though, on the Anaconda?

A No It's a great distance to take facilities out there

Q Does he pay less living that far out? Does he pay less?

A No He pays the Sturgis rate But the systems -- you know, getting service out there, getting anything out that far you may not have the same type of service all the time You may have more difficulty It's just a great distance

Q And when you sign up for service through Qwest are you told that, by the way, you live -- what's the cutoff in miles? You live more than 12 miles away from the central office, your service may be poor?

MR WELK: Objection.

A I think the record will show --

MR WELK: Wait a second That's argumentative

MS AILTS WIEST: Sustained.

Q Do you tell people if you live a certain amount of miles out, your service may be worse?

A I think the record shows that the reported outages have not been that many.

40

A I don't believe that there's that many outages

Q Okay You're saying 25 and 26 fall within the realm of normal for Qwest's service?

A I'm saying that there were three reported outages in 2001

Q And that's normal? That's the norm?

A I believe that that is I don't believe that he's being provided bad quality service

Q Okay Mr. Kieffer had asked you about getting parts and, you know, it looked like it took a number of days to get parts If he weren't on an Anaconda system, would it take that long to get the parts?

A The instance he refers to apparently he talked to a technician late Saturday, and we had the part on Monday with Sunday being the day in between I think that's absolutely excellent service

Q I thought there was a three-day gap in there Monday the tech came out, and it wasn't actually repaired until Thursday

A No It was reported on Friday night The tech came out on Saturday, and it was repaired on Monday

Q Exhibits 25 and 26 are those repair records that would be similar to what we could expect for all subscribers on an Anaconda system?

A This would be similar to all subscribers of Qwest

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1 MR WELK: You mean, the format? Is
2 that what your question is?
3 MS CREMER: No. The number of
4 outages reported.
5 A: The number of outages reported. I would have to look at
6 the numbers. I'm not sure.
7 Q: And I may have missed it when you were giving the
8 explanation of how those worked, but if your phone is
9 not working, how do you call in a trouble report?
10 A: You call the 800 number.
11 Q: And you punch in your phone number?
12 A: Right.
13 Q: So in Mr. Kieffer's case he drives into town, finds a
14 pay phone or somewhere that has a touch tone so he can
15 punch his.
16 A: There's an opportunity to press 0 and get an attendant
17 if you don't.
18 Q: Don't have touch tone?
19 A: Right.
20 Q: And this is only, of course, if you would know this.
21 Have the lines been tested by anyone since those July
22 outages?
23 MR WELK: July of what year?
24 MS CREMER: July of 2001.
25 A: Yes. Our technicians are working on them. Every time

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1 he goes out there he's testing the line.
2 Q: For current? He tested those lines for current?
3 A: Right.
4 Q: And that shows up in that 25 or 26 in here?
5 A: No. It's not on here.
6 Q: Okay. But you know that?
7 A: Every time he goes out he tests the line.
8 Q: And he tests it for voltage?
9 A: I don't know what he does it for. Karen.
10 Q: Does he test for noise?
11 A: I don't know that.
12 Q: Do you know are those meeting those standards?
13 A: I don't know that.
14 Q: Okay. Do you know what the circuit loss is on the
15 phone?
16 A: No, I don't. It was my understanding the purpose of
17 this hearing was to introduce these --
18 MR WELK: That's the answer.
19 Colleen: Just say, no, you don't know.
20 A: No.
21 MS CREMER: That's all I have.
22 MS AILTS WIEST: Commissioners?
23 COMMISSIONER NELSON: Colleen, when
24 you said -- when you were going over those reports
25 in Exhibits 25 and 26 I think the numbers were --

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1 you talked about replacing cards and replacing some
2 cable or doing something with the cable.
3 25 and 26 were on two different lines. Is
4 that the same cable or different cable?
5 So when you talked about the cable in
6 Exhibit 25 that's a different cable than the cable
7 you're talking about in 26?
8 THE WITNESS: It kind of depends.
9 They're on the same Anaconda system, but they have
10 two drops, two different drops. So if we did
11 something -- the instance where we replaced the
12 father's line or drop that would have just
13 affected that line. But they're on the same
14 Anaconda system.
15 COMMISSIONER NELSON: When you
16 replace the repeater cards they would be
17 different. It would.
18 THE WITNESS: It would affect both
19 lines.
20 COMMISSIONER NELSON: Did you
21 replace those repeater cards twice?
22 THE WITNESS: No. I mean they
23 replaced the repeater card at a housing that is not
24 located directly on the premise of either of those
25 customers. So when they replace the repeater card

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1 it affects.
2 COMMISSIONER NELSON: When you're
3 replacing like the repeater card are those brand
4 new repeater cards, or would they be salvaged from
5 some other old Anaconda system?
6 THE WITNESS: I believe that they
7 would be new, but I can't state that for certain.
8 COMMISSIONER NELSON: I guess I'm
9 interested in knowing that. Because sometimes you
10 know, we have old equipment, and you can't -- they
11 don't make parts for this stuff anymore so if you
12 have it and you want to keep it, you baby it along
13 and get your parts from the junk yard or somewhere
14 they might have something like that.
15 So I would be curious when you repair that
16 system with brand new parts if you can get those
17 parts or not.
18 THE WITNESS: Okay.
19 COMMISSIONER NELSON: I guess that's
20 all I have.
21 CHAIRMAN BURG: Colleen, how many
22 outages do these two pages represent?
23 THE WITNESS: Well, for 347 9500
24 which is under the name of Susan for the year 2001
25 we have three outages that were affected where we

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did something to our system. One outage where the customer had the ringer turned off.

347 7532 which is under Randy's name, we had three for 2001.

MR. WELK: It goes back further than that.

THE WITNESS: For 2001, right?

CHAIRMAN BURG: For the entire year?

THE WITNESS: Right.

CHAIRMAN BURG: Do you know how many people are on this Anaconda system?

THE WITNESS: About four right now.

CHAIRMAN BURG: Just four?

THE WITNESS: Right.

CHAIRMAN BURG: Have you had any outage calls from any of the other? Does the four count two of them and two others?

THE WITNESS: Yes. The national guard also does some training out in that area and during the summer they hook up a line and this summer some of the things that they did because they hooked up other things caused us some problems out there so we've taken that off of the system because they were in addition to us running a line to them, they were hooking that line up to

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other things and that was causing some problems so we have taken them off.

COMMISSIONER NELSON: Would they be reflected in those three outages for Mr. Kieffer and three for Susan?

THE WITNESS: They believe the July outage that because the guard put some stuff on it that that caused us some problems.

CHAIRMAN BURG: If you can take the guards off and put on a different one, why can't you this one if this one is giving them that much trouble?

THE WITNESS: And put them on a copper pair, you mean?

CHAIRMAN BURG: Yeah. If that's what you did. I don't know what you did for the guard.

THE WITNESS: Well, the guard only needs them two weeks so we took them off, and next year we're going to figure out something to do with them.

CHAIRMAN BURG: What did you put them on the two weeks?

THE WITNESS: They put them on this, and that's where it caused us problems so they

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disconnected the line, took them off, and we're not going to do it again next year.

But we do have in visiting with the technician who is I would say so interested in helping Mr. Kieffer. I mean he's just been outstanding. And he has agreed that he will try he could try. It would take him about three days to make several cuts as he would have to make cuts in all the housings all along.

He would try to give him a copper pair, but we would only have facilities to give one line a copper pair. That would give him caller ID, which I understand is one of his concerns. We would believe it would give caller ID.

We'd have to try it because it's such a distance out there, but it would have to be, mean, we only have enough to do it to one line.

CHAIRMAN BURG: Have the other two people on this line, have you had any outage calls from them?

THE WITNESS: I wasn't aware of what their names were so I haven't.

CHAIRMAN BURG: How many people do you have on the Anaconda system in South Dakota in the state?

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THE WITNESS: You know, I believe at this time it's probably I'm going to say between 5 and 700, and that's subject to check because I haven't checked the number lately.

CHAIRMAN BURG: Do I understand your testimony to be then that you don't feel that the outages are excessive or beyond what is true of the average South Dakotan?

THE WITNESS: I do not believe that they're excessive, no.

CHAIRMAN BURG: Are you saying the difference between the 11 that he mentioned in just July alone and the three you mentioned for the whole year is just they weren't reported if they did have others?

WITNESS: The only way that an entry can be made on here is for a repair call to be made, and if a repair call is made, it will show up on here.

CHAIRMAN BURG: I think that's all I have.

MS. ALTS WIST: But could the technician have gone out there if Mr. Kieffer hadn't called the 800 number but just called the technician, couldn't he have gone out there and

repaired it and it never made it on the records?

THE WITNESS: I talked to Mr. Alberts yesterday. He told me he has never done that. He said I will take Mr. Kieffer's call because I have known him forever, but I will always tell him to call the 800. I have no reason to believe that's not absolutely true.

MS. AILTS WIEST: He tells him to call the 800, but if he didn't, he still would go out there and fix it. How does he know he didn't call it?

THE WITNESS: He has this unit that he carries with him and that will give him the trouble ticket number and if he doesn't have a trouble ticket number, he can't do anything.

MS. AILTS WIEST: And then just to clarify, you could get a copper pair to one of the Kieffer lines?

THE WITNESS: We believe we could. I mean, I couldn't honestly say we could because Mike has told me it would take about three days to go through and make all the cuts to get way out there. But he's willing to try that.

MS. AILTS WIEST: Where is this copper line at?

THE WITNESS: Well, I'm not a technical person, but he told me that he would have to go through and make several cuts, and he believes he could get one over to it.

So, in other words, he's going to have to do some pretty creative stuff to get it over there, but he's willing to try it but with the understanding that, you know, it may not work but we're willing to try it.

MS. AILTS WIEST: Would this cost Mr. Kieffer anything?

THE WITNESS: No. It would not cost Mr. Kieffer. It would cost Qwest about three days' time.

MS. AILTS WIEST: And then when you said that the -- I think this maybe was they had found out that the line had been cut and spliced by someone else this summer.

THE WITNESS: Right.

MS. AILTS WIEST: So they cut in another line and then said they would bury it before winter. Did they cut in the other line right away in the summer and bury it yesterday or actually hooked it up yesterday?

THE WITNESS: They actually hooked

it up yesterday. But the other one was still working so it wasn't that they were without working service.

MS. AILTS WIEST: That's all, had

MR. RISLOV: I have a couple

Mr. Kieffer testified that he had phone trouble from 7:12:00 to approximately 7:26:01.

approximately or exactly. Now at your trouble tickets, and they show dates ranging from 7:19:01 which would be on Exhibit 25 and 26 up to 7:23:01.

Now without getting into those dates, guess I'm a little confused about what Qwest thinks actually caused those troubles in July. Was it national guard or lightning strike or what? explains this?

THE WITNESS: Well, went through each one. I'd be glad to do it again. There was an explanation for each one of them. And I'd be glad to go through them again.

MR. RISLOV: Would that include the national guard operating at that point?

THE WITNESS: Well, when the July trouble happened Mike Alberts believed that some of the things that the guard was doing contributed to

it, yes. But I also, you know, we had a lightning strike there. We replaced the repeater card.

MR. RISLOV: Is there a chance that on 7:12 on Exhibit 5 you show lightning as the problem and then on -- I'm looking at Exhibit 25 on Page 2 right in the middle of the page, you show lightning as the problem.

THE WITNESS: Right.

MR. RISLOV: Then I look back at 8:23, and you repaired the Anacosta system. Was there a chance that the lightning that was blamed for the problem on 7:12 could have caused that repair on 8:23 as well?

THE WITNESS: No, the business that was where the housing had either been damaged by someone or by wind or whatever and jacked a card. So that was the housing.

MR. RISLOV: So from his point of view then on 7:12 the system should have been up and running full tilt, so to speak?

THE WITNESS: That's correct.

MR. RISLOV: Perhaps one could surmise the national guard trouble came after 7:12 between 7:12 and 7:26.

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THE WITNESS: Right

CHAIRMAN BURG: Let me follow the other line. He has a copper line running to his house, right?

THE WITNESS: He has a drop running to his house.

CHAIRMAN BURG: It's copper, right? It's copper, but it's connected to an Anaconda system.

THE WITNESS: Right

CHAIRMAN BURG: If you're going to get him, separate him from the Anaconda system, someplace, find an idle pair someplace else and patch through the system, you already have to get him a copper pair that is not connected to the Anaconda system.

THE WITNESS: Right. He asked our technician to put him on the regular system so he could have caller ID. So that's when our technician did some exploring and said I'm willing to try this.

CHAIRMAN BURG: So have you put that in place? Is he actually going to do it?

THE WITNESS: No, he has not.

CHAIRMAN BURG: Why not? Is there a

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reason that that's not going to happen?

THE WITNESS: Well, actually it just came up. But one of the things would have to be with the understanding that we're going to try to make it work, but we can't guarantee, you know, because of the distance of the -- and the other thing would be we only have facilities to do one line.

CHAIRMAN BURG: I understand that. And, of course, you haven't had a complaint from anybody else on this Anaconda system except Mr. Kieffer.

THE WITNESS: Not that my tech or anybody has told me about.

CHAIRMAN BURG: If that fix would satisfy Mr. Kieffer's concerns, that would have the whole -- this whole issue at Sturgis satisfied for now, is that right?

THE WITNESS: Well, it would have one of the lines for Mr. Kieffer.

CHAIRMAN BURG: Yeah, I guess I've got the impression that the one he uses for caller ID, he likes to use some on the computer, that's principally the one where the concern is.

THE WITNESS: I guess he would have

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to answer that.

CHAIRMAN BURG: -- ask.

Mr. Kieffer: Does your father want caller ID or computer?

MR. KIEFFER: That's not the concern. The concern is safety and emergency. My dad's 73 years old. That's my concern, having a working phone system.

CHAIRMAN BURG: It's reliability, understand, yes. But you've also throughout the whole time have expressed your concern of lack of caller ID, right?

MR. KIEFFER: My concern that we expressed there is we pay the same rate as individuals in town that have all the bells and whistles, but we don't get the service out there as far as the Internet.

CHAIRMAN BURG: Do you think the cost is the same to get it to you as it does in town?

MR. KIEFFER: I don't know if it does or not. I would assume it probably costs a little more.

CHAIRMAN BURG: But over the time you've had two complaints I'm also aware of because

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reliability is lack of caller ID and lack to get any kind of speed on your computer.

MR. KIEFFER: We had mentioned that in previous meetings, right?

CHAIRMAN BURG: Is that still a concern?

MR. KIEFFER: Reliability is the concern, a system that works.

MS. ALTS WIESE: Are there anymore questions of Ms. Sevard?

COMMISSIONER NELSON: I have a couple. I'd be interested in finding out if you could check your records and find out if any of the other people on the system have complained. You didn't know you had to do it today, but I'd be interested in knowing that.

I guess I'm interested in what it would cost to replace the system. Because at one point prior back awhile I thought in this process they said it would be around a million dollars to replace that system.

MR. WELK: I think the testimony was in the millions. It wasn't a million.

COMMISSIONER NELSON: Was that out? Because if the number was really a million

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1 we've already spent \$547,000, and we still don't
2 have apparently the state of the art technology out
3 there. The other questions --

4 MR. WELK: Do you want a full
5 engineering study? I mean, we did that for one
6 other project. There's a difference between a
7 high level -- as we've gone through -- and you've
8 seen this in the past.

9 What level of detail do you want the estimate
10 at? I mean, because it's a tremendous amount of
11 work if you want a full engineering, or do you want
12 a high-level estimate on a certain number of feet?

13 Having worked before with them, I just know
14 that that's the first question, what's the level of
15 detail you want.

16 COMMISSIONER NELSON: I guess
17 would have to ask my staff person what they think
18 the level of detail would be.

19 MS. CREMER: What did you do in the
20 Carpenter? Do you know?

21 MR. WELK: I'm getting too old.
22 Karen, I remember the one we did up for Spears.
23 That was a pretty significant detail. I mean, I
24 know I pushed for that. I mean, I wouldn't say it
25 was a full engineering study.

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1 And I'm not the engineer, but maybe you can
2 help us, Michelle. It was someplace in between.

3 MS. FARRIS: I would say it was
4 someplace in between.

5 MS. CREMER: That's the one I was
6 thinking of.

7 COMMISSIONER NELSON: I was kind of
8 thinking somewhere in the million dollars. You
9 might be right. They might have said millions. I
10 found those numbers aren't always accurate. They
11 don't always turn out to be millions anyway.

12 I'm interested to find out what it would cost.
13 It is an old system. I'm curious if you can't even
14 get parts because I think my mind says -- back in
15 some earlier testimony said you couldn't get parts
16 for that, and that's one of the reasons it's a
17 problem.

18 But you can verify if you can buy parts for
19 Anaconda systems now, and if they're all used or
20 built parts and what they are. I'd be interested
21 in that and what it would cost --

22 MR. WELK: We went through a
23 significant effort when we did Spears and --
24 because the engineers will start asking you
25 questions on what you want to engineer the system

1 for. Are you talking about SR, DSL, DSL?

2 All of these intricate questions come up after
3 you start asking the engineers to do this. You
4 want to talk about it and maybe get back. We don't
5 have to have the discussion here. Now they're
6 going to want to have before you.

7 MS. FARRIS: There is a big
8 difference.

9 COMMISSIONER NELSON: We can discuss
10 that and get back to you.

11 CHAIRMAN BURG: Part of the answer
12 would give it if you were going to replace a system.
13 We're in the company, what would you do?
14 mean, it's not so much what would get by as to
15 what, if you're going to make that kind of
16 investment, what would you want to be able to do
17 for the company to say we've got a lot of factory
18 system out here?

19 MR. WELK: Well, in the they might
20 offer with what your percent of it. They may say
21 for customers 30 miles away they wouldn't put DSL
22 DSL and all the bells and whistles on.

23 CHAIRMAN BURG: Even if they had to
24 spend millions to replace it, they'd leave those
25 out? That's the end of thing, I think.

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1 usually end up to be thousands saying at one at
2 we're not doing we don't want to do a half-hearted
3 approach to it.

4 MR. WELK: It's over 10% if
5 they're paying \$20 a month, are you trying to put a
6 million in the ground?

7 CHAIRMAN BURG: I think that's

8 MR. WELK: But I think you need to
9 tell us that so I can go to the engineers. I don't
10 think it's a fair question for us to say that. I
11 think you should say I want to go to the engineers
12 and you've got the staff to do that. And I can go
13 to the engineers and say if this is what you put
14 in, tell us what it may be.

15 I remember going through this with Spears
16 talking to the engineers saying what do you want us
17 to engineer it for, what do you want out there.
18 And that affects it significantly. Do you want
19 DSL?

20 COMMISSIONER NELSON: Can you get
21 all of that on a copper line?

22 MR. WELK: DSL no.

23 COMMISSIONER NELSON: But you can
24 get everything out DSL?

25 MS. SEVOLD: They would say on you.

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1 want it engineered for class services do you want
2 it engineered for --

3 COMMISSIONER NELSON: Well
4 absolutely because that's what people expect today
5 or that's what most of the customers are getting
6 except for the 5 or 700 people that have the
7 Anaconda system. And three years ago it wasn't
8 feasible to put in fiber in the ground but most of
9 the companies I'm talking about today think that
10 fiber is comparable to copper in terms of cost
11 today.

12 That wasn't true three years ago but
13 supposedly it's true today if you listen to the
14 engineers at the meetings I've gone to. So if you
15 have an old Anaconda system there are only 5 to
16 700 people in the State of South Dakota that are on
17 this system and you know they can't get any of
18 those things that most of your customers are going
19 to get.

20 It's like an old worn out anything or outdated
21 something. You know you can make it work. I
22 bought my house. It had an air conditioner that
23 was put in in 1971. The guy says yeah, can come
24 out \$800 and put a new compressor in it or \$1,200
25 you can have a brand new one and the compressor

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1 went with it.

2 And there are a lot of other things that go
3 about like that. And if you have an Anaconda
4 system most people think it's outdated and most
5 people wouldn't consider putting it in and most
6 people think you have a hard time keeping it
7 updated. And if you're going to continue to have
8 problems down the line at what point is it based
9 on -- when do you make the decision what to do to
10 replace the Anaconda system.

11 That's the information I'm trying to get at
12 here. I guess we can talk to our engineers between
13 now and --

14 MR. WELK: It would be helpful --
15 before they waste all the time and money you have
16 to say what you want it engineered for. They can
17 engineer it for anything.

18 COMMISSIONER NELSON: Well, I guess
19 I'd have to have it engineered for class service
20 and see comparable -- not necessarily DSL but
21 reasonable computer access. And, I mean, what are
22 the options?

23 Option A could include DSL and Option B could
24 include copper pairs and something else could
25 include the fiber in the ground. There are lots of

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1 options here. What choices does Mr. Kieffer or do
2 we have in looking at 700 people in South Dakota
3 right now that are on what most people in the
4 industry today say are outdated systems and
5 difficult to repair and hard to get parts for?

6 And I think that's in the record and we can
7 go back and find it.

8 MR. WELK: So what are we going to
9 do wait for a communication from the Commission?

10 MS. ALTS WIEST: Yes.

11 MR. WELK: Fine.

12 MS. ALTS WIEST: Are there any
13 anymore questions of Ms. Sevold?

14 MS. CREMER: I just had a couple.

15 RE-CROSS EXAMINATION

16 BY MS. CREMER

17 Q If you're putting on copper pair and it doesn't perform
18 like he wants his phone service isn't any better or
19 possibly even worse can he switch back?

20 A I imagine he could if he wanted to.

21 Q Would that cost him?

22 A No, I mean we're willing to do this as a trial
23 because we're willing to try to help him out because he
24 told our technician put me on your main system so I can
25 have caller ID. Mike Alberts said I'm willing to give

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1 that a try. I'm willing to give him a try so he can
2 have caller ID because that's what he keeps telling me
3 he wants.

4 MR. WELK: Mr. Kieffer will you pay
5 for it if it goes in, not the cost but the monthly
6 charge for the caller ID?

7 COMMISSIONER NELSON: Is he really
8 going to use it?

9 MR. WELK: We did all of this and
10 spent all of this time and the customer didn't want
11 it. I think it's a fair question if this man
12 spends three days out there and doesn't charge you
13 to do it are you going to step up and say I'll buy
14 it?

15 MR. KIEFFER: Yeah, I'd get caller
16 ID.

17 MS. SEVOLD: I'd be willing to say
18 for a month we wouldn't charge him for it and until
19 we were sure it would work.

20 COMMISSIONER NELSON: I don't think
21 he has voice grade in my definition because all the
22 years I've been a customer of US West and it's
23 been at least 35 years -- I can truthfully say I
24 have not been without service for more than four
25 days more than twice in my life so I guess his

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experience and I don't know which of us is typical but I consider myself extremely lucky or not extremely unfortunate but my record with service of Qwest is a lot better than his service.

So somewhere in between there's got to be a happy medium. I mean I truthfully don't think that kind of outage is something I would be happy with either. And it's not like he's had -- you have made an effort over time mostly because he's complained on a regular basis to make things a little bit better for him, you know. And it's not like -- he's the only guy left hanging out there but he wasn't the only guy out there with similar complaints on those kinds of system.

And my experience while limited on this Commission is we've replaced some of those systems because of this. So I don't necessarily think Mr. Kieffer's being unreasonable in his expectation of more reliable service. I think voice grade reliability is an important issue.

MR KIEFFER: Right.

MS AILTS WIEST: Ms. Cremer, did you have another question?

MS CREMER: No. Those were both of

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MS AILTS WIEST: Any redirect.
Mr. Welk?

MR WELK: No.

MS AILTS WIEST: No further witnesses?

MR WELK: No.

MS AILTS WIEST: Staff, any witnesses?

MS CREMER: No.

MS AILTS WIEST: Mr. Kieffer, any rebuttal testimony that you would like to give at this time?

DIRECT EXAMINATION

MR KIEFFER: Yeah. The one time when you said the ringer wasn't working, that's exactly what the technician told my wife, that it wasn't set right. And that night the phone didn't work again, just for the Commission's information. The phone went dead again that night.

COMMISSIONER NELSON: So you're saying it's possible the ringer was turned off, the phone still didn't work.

MR KIEFFER: I have no way of knowing. I wasn't there to see the technician doing it. But all the years we've lived out there

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we've never had the ringer turned down or off or the phone to my recollection.

However, it's ironic when he shows up that day and says the problems with the ringer, he could have just said that. My wife wouldn't know that one way or the other. She's not that adapt to all the different equipment. But the phone went dead that night again also.

CROSS-EXAMINATION

BY MS. CREMER:

Q Can I ask you if the ringer was turned down, you would still have dial tone, wouldn't you?

A Right.

CHAIRMAN BURG: Was this your place or your father's place?

THE WITNESS: My place.

MS AILTS WIEST: Were there times the July outages you talked about where you didn't call in, you know, either the 800 number or the technician, your phone was out, and maybe then you got phone service again without even calling in? Has that happened?

MR KIEFFER: Right. Yes. A lot of times I didn't call in Mike Alberts even because it was on the weekend. We just went without the

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phone.

MS AILTS WIEST: But it came on even without calling anyone to come fix it?

THE WITNESS: Yeah. Uh-huh.

MS AILTS WIEST: How many times do you think you did call in? Do you know? During that July time period?

MR KIEFFER: Probably during the July time period three or four times because I got frustrated dialing the 1-800 number to people out in nowhere land that is just ridiculous for call to call in a work order is ridiculous to be on the line 10-15 minutes talking to somebody out in Florida that has no clue about where you're at or anything.

MS AILTS WIEST: Would that three to four times include the times that you called Mr. Alberts, the technician?

MR KIEFFER: No. That was just probably --

MS AILTS WIEST: That would be the times you called the 800 number?

MR KIEFFER: The toll free number right.

MS AILTS WIEST: How many times do

1 you think you called Mr. Alberts during that July
2 time period?

3 MR. KIEFFER: Probably two or three
4 times is all.

5 MS. AILTS WIEST: Okay. Are you
6 interested at all in having Qwest try to get a
7 copper line just to your house?

8 MR. KIEFFER: Both houses or
9 nothing. I want reliability.

10 MS. AILTS WIEST: You're not
11 interested in just the one?

12 MR. KIEFFER: Not just one. I want
13 reliability for safety and emergency.

14 MS. AILTS WIEST: Did you have
15 anything else you wanted to add at this time
16 Mr. Kieffer?

17 COMMISSIONER NELSON: Mr. Kieffer
18 are you still using your cell phone?

19 MR. KIEFFER: Yes, ma'am. I have to
20 have a backup out there. I had something I was
21 going to say and you asked a question and I lost
22 it.

23 I need to pose this question to US West.

24 MR. WELK: I think this is a closing
25 statement. I don't think we have any question that

1 testimony's done. I thought we were in closing
2 statements.

3 MS. AILTS WIEST: He was in rebuttal
4 at this point.

5 MR. WELK: Okay.

6 MS. AILTS WIEST: At this point I
7 was asking you if you had any further testimony to
8 give.

9 MR. KIEFFER: No.

10 MS. AILTS WIEST: And are there any
11 questions now of Mr. Kieffer?

12 So at this point I would ask do any of the
13 parties want to give any closing statements?

14 MS. CREMER: I do.

15 MS. AILTS WIEST: Mr. Kieffer, do
16 you want to give a closing statement? No.

17 MS. AILTS WIEST: Mr. Welk, do you
18 want to give a closing statement?

19 MR. WELK: I'll wait to listen to
20 what they have to say.

21 MS. AILTS WIEST: Mrs. Cremer, go
22 ahead.

23 MS. CREMER: Mr. Peters, the
24 engineer from Qwest, stated that at an earlier
25 proceeding Qwest when it fixes a phone problem that

1 it tries to combine the most favorable outcome with
2 the least cost, and I think we can all agree here
3 that while the least cost has occurred that the
4 most favorable outcome has not.

5 This Docket is a matter of safety
6 convenience and accommodation. Mr. Kieffer wants
7 dial tone and he may, apparently has mentioned
8 prior that he wants class services, and he's
9 discussed his internet. I think Qwest has probably
10 made that a bigger issue than it is in
11 Mr. Kieffer's mind.

12 Reliable phone service should be a given and
13 not a matter of chance or a matter of luck.
14 49-31-7-1 requires Qwest to install any facility
15 necessary for the safety, convenience, and
16 accommodation of the public. Mr. Kieffer should be
17 given access to the same local exchange service
18 that the other subscribers in Qwest territory
19 enjoy.

20 That is, Mr. Kieffer should have access to and
21 transmission of two-way switched telecommunication
22 services within his local exchange area which is
23 reliable 365 days a year. The Kieffers should not
24 have to wonder each day is this the day my phone is
25 going to work.

1 I can guarantee you Mr. Welk or Ms. Gwold or
2 Commissioner Nelson or Chairman Burg, Ms. Ferris or
3 I, none of us get up every morning and wonder, gosh,
4 will my phone work today. I don't think that's
5 true for the Kieffers. Our phones work, and they
6 work without fail. The Kieffers should have the
7 same peace of mind without question and without
8 fail and without the excuse that they live 27 miles
9 from the central office.

10 ARSD 20-10-33-08 states that Qwest shall
11 employ prudent management and engineering practices
12 so that sufficient equipment and adequate personnel
13 are available at all times to respond to the
14 customers' service problems.

15 As to the issue of damages, I have not been
16 involved in any of that, but in reading the
17 transcripts and the briefs, that has certainly been
18 covered by Mr. Kieffer. And Qwest did concede at
19 the last hearing that the Kieffers were entitled to
20 damages. It was just a question of how much for
21 three and a half years worth of intermittent phone
22 service.

23 I believe Mr. Kieffer has given ample evidence
24 of his travel to report the outages, his time and
25 trouble and other factors. Staff would rely on the

1 previously filed briefs in this Docket on that
2 issue. That's all I have

3 MS AILTS WIEST Mr Welk do you
4 have anything?

5 MR WELK Is Mr Kieffer going to
6 have anything?

7 MS AILTS WIEST I already asked
8 him. He said no

9 MR WELK I'm not going to go over
10 the damage issue. We fully briefed this issue
11 months ago with Mr Hoseck and we made our
12 arguments that the limitations of the tariff and of
13 your own rules limit the amount of damages he can
14 get

15 In addition after the last hearing, in fact,
16 Exhibit 18 was refused, which was the law that was
17 passed that says that any service that's ordered
18 above voice grade has to be provided with a cost
19 mechanism for recovery. That law is now
20 inapplicable and, yes, he is entitled to reliable
21 service

22 Based on what the records are, what
23 Mr Kieffer wants is an entire change of the
24 system. He doesn't like calling in the 800 number.
25 I don't know how you can expect someone to repair

1 something if you won't follow the procedures. He
2 has more service than anybody at 30 miles out when
3 he can call the technician directly

4 I believe it's unequivocal from the records
5 about the response time. It's undisputed as to
6 what's happened in the last couple of years as to
7 the response. He's got very good service

8 And he wants somebody to come out there on
9 Saturday afternoon to fix his phone, and that's not
10 what was required under the law. It's not what
11 your rules say. People go out there. They try to
12 fix it. And I've not heard one iota of evidence
13 from any professional person of an engineering
14 category in this entire Docket that anything we
15 have done is imprudent from an engineering
16 standpoint, that any of the testing that's been
17 done shows that he does not have reliable voice
18 grade service. And there's not one engineer who's
19 testified in this --

20 And he has come in and complained about
21 outages that he has not reported, and the records
22 are undisputed about the times responded in the
23 last two and a half years. He has testified in
24 front of you on many occasions that the service was
25 okay. I put that in as evidence from his

1 statements to you. And he comes in and continues
2 to complain

3 And he has a right to have reliable service.
4 But he is getting reliable service. Technicians
5 are responding to him. They're going out there
6 and he has service. And I think that the company
7 has shown through its efforts and its dockets that
8 it had a problem earlier with its service. It
9 expended a great deal of money, time, effort, and
10 testing to give him, you know, what he has asked

11 And my question is where are the other three
12 people on this line? We've had three hearings.
13 You have not heard, as far as I know, a complaint
14 from anyone in this Docket that's out there but him
15 and why haven't you heard it, would be the question
16 I have

17 Why haven't they, if the service is not
18 reliable, complained to you? I think that that
19 shows that people are getting reliable service. Is
20 it perfect? No. But unless you're going to have a
21 perfect system out there, there are going to be
22 problems when you live 30 miles away from the
23 central office. That's all I have

24 MS AILTS WIEST We will have to
25 leave the record open. I know some information has

1 been requested that Qwest can provide as soon as
2 possible and other information we are going to have
3 to get back to Qwest and I assume that will just be
4 in the form of a letter that we'll put into the
5 record as to more details as to what we would like
6 with respect to any sort of engineering for our new
7 system. So thank you all for coming.

8 (The hearing concluded at 3:20 p.m.)
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STATE OF SOUTH DAKOTA)

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SS CERTIFICATE

COUNTY OF HUGHES)

I, CHERI MCCOMSEY WITTLER, a Registered
Professional Reporter and Notary Public in and for the
State of South Dakota

DO HEREBY CERTIFY that as the duly-appointed
shorthand reporter, I took in shorthand the proceedings
had in the above-entitled matter on the 6th day of
November 2001, and that the attached is a true and
correct transcription of the proceedings so taken.

Dated at Pierre, South Dakota this 29th day
of November 2001

Cheri McComsey Wittler,
Notary Public and
Registered Professional Reporter

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1 STATE OF SOUTH DAKOTA

2
3 COUNTY OF HUGHES

4
5 I, CHERI MCCOMBS WITTIER, a Female, am a
6 Professional Reporter and Notary Public in and for the
7 State of South Dakota:

8 DO HEREBY CERTIFY that as the undersigned
9 shorthand reporter, I was in attendance at the proceedings
10 had in the above-entitled matter on the 14th day of
11 November 2001, and that the attached is a true and
12 correct transcription of the proceedings so stated.

13 Dated at Pierre, South Dakota this 14th day
14 of November 2001.

15
16
17
18 *Cheri M. Wittier*
19 Cheri McCombs Wittier,
20 Notary Public and
21 Registered Professional Reporter
22
23
24
25

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
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IN THE MATTER OF THE
PUC AGENDA MEETING

Figure 1 shows a sequence of 16 images arranged in a 4x4 grid. Each image displays a handwritten digit '7' on a dark background. The images are labeled with numbers 1 through 16. The sequence starts with a clear, simple '7' in the top-left corner (image 1) and progresses through increasingly noisy and distorted versions of the digit, ending with a highly complex and noisy '7' in the bottom-right corner (image 16). The progression is both horizontal (from left to right) and vertical (from top to bottom).

[illegible]

PROCEEDINGS

[illegible]

PUC CONVICTION

1. 總 經 理 處
 2. 總 經 理 處
 3. 總 經 理 處
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COMMISSION STAFF
PRESENT:

[illegible]

Reported by: Larry J. Orde, JR.

A P P E A R A N C E S

Colleen Sevold, U S West

Richard D. Coit, SDITC

Darla Rogers, TC99-112, Venture and Holly Rogers

Appearances by Telephone:

Thomas Welk, U S West

1 decision on reconsideration.

2 COMMISSIONER NELSON I'd second

3 COMMISSIONER CHAMBERLAIN I'd second

4 CHAIRMAN BURG Okay

5 MR. WELK: Mr. Chairman, this is Mr. Wiest

6 Can I get a ruling on my motion to have reconsideration
7 Notice?

8 MS. WIEST: No, we're discussing that now

9 CHAIRMAN BURG: That will also be discussed

10 I will move that the determination of the question
11 question?

12 COMMISSIONER NELSON I'm not sure

13 CHAIRMAN BURG: I'm not sure

14 should be deferred. We should probably have that on
15 the record.

16 COMMISSIONER NELSON I'd second I thought

17 we could just defer.

18 CHAIRMAN BURG: Well, item number 1, item 100

19 and CT99-002, in the matter of the complaint filed by

20 Randy Kieffer, Sturgis, South Dakota, against U S West

21 Communications, Incorporated, regarding telephone

22 service outages and inadequate service, and so on, in

23 the matter of the complaint filed by Randy Kieffer,

24 Sturgis, South Dakota, against U S West Communications

25 regarding service problems.

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Today, the Commission is looking at the parties concerning the

Mr. [Name] has been in service since the [Date]

MR. [Name] has been in hearing we've had the phone goes out twice, that I know of on it. The next time the phone goes out find out and try to find nobody out until Monday. That's the frustrating part

And, additionally, we don't have caller ID and that was requested where we can get the information we're entitled to for the rest of the people in the country.

As far as the phone company, we've been working the majority of the time getting repair out there for our holidays. We don't have no support

CHAIRMAN BURE: Now, what about the disruption of service since the

MR. [Name] [Name] [Name] [Name]

1 I know that I've called in a few times at different
2 times it may have been the first time I called
3 it.

4 COMMISSIONER KIEPPE: Now, did you
5 mentioned that you had called the Commission
6 How is that working out for you?

7 MR. KIEPPE: Well, it's working out
8 that's all. It's not bad.

9 COMMISSIONER SCHOENFELDER: Now, are you
10 off the network? I'm sorry, but I'm not
11 Schoenfelder.

12 MR. KIEPPE: I'm sorry, but I'm not
13 COMMISSIONER SCHOENFELDER: Now, are you

14 So if I ask you if your service has been
15 it was when you first called the Commission, what
16 your answer be?

17 MR. KIEPPE: Now, I'm not sure, but

18 COMMISSIONER SCHOENFELDER: Now, your service
19 is better now than it was when you first
20 complaints, what would you answer me?

21 MR. KIEPPE: It's not perfect, but
22 I'm concerned for service.

23 COMMISSIONER SCHOENFELDER: Now, are you
24 still having that same problem
25 just said.

1 MR. KIEFFER: When we have an outage, we
2 can't get nobody to come work on the weekend. That's
3 what I'm saying.

4 COMMISSIONER SCHONFELDER: But before that
5 didn't you have a lot more outages?

6 MR. KIEFFER: Oh, yes, right.

7 COMMISSIONER SCHONFELDER: So at the
8 question is, is your service better now than what it
9 was about when you first started the computer network?
10 would your answer be yes or no?

11 MR. KIEFFER: Yes, it would be yes as far as
12 the number of outages.

13 COMMISSIONER SCHONFELDER: And at the moment
14 right, your computer, you couldn't get the computer to
15 hardly work at all before. Is that right?

16 MR. KIEFFER: I've changed servers. Well, I
17 changed servers right about the same time as you were
18 hearing the last time.

19 COMMISSIONER SCHONFELDER: And the moment

20 MR. KIEFFER: No, no, no, in fact.

21 COMMISSIONER SCHONFELDER: Okay.

22 MR. KIEFFER: Nothing wrong with the system.

23 COMMISSIONER SCHONFELDER: Okay. Thank
24 you.

25 MR. KIEFFER: The problem is not being able

1 to have Caller ID and some services that we should
2 have, like the rest of the people that pay the normal
3 service charge, and we can't get those services
4 out there when it does.

5 CHAIRMAN BURG: When was it that time
6 was on a weekend?

7 MR. KIEFFER: I can't say that for sure,
8 know one time it was.

9 CHAIRMAN BURG: What was the reason for the
10 outage at that time?

11 MR. KIEFFER: I have no idea.

12 CHAIRMAN BURG: No, I want you to be
13 lost service, or was it --

14 MR. KIEFFER: Right, on the

15 CHAIRMAN BURG: Let's do you have anything
16 Your analyst from staff, do you have anything to add?

17 MS. HEALY: No, I have no further comments.

18 CHAIRMAN BURG: Thank you.

19 MR. ROSECK: No.

20 CHAIRMAN BURG: Would you, I would like to
21 to take U S West first. U S West, do you have any
22 responses to anything Mr. Kieffer or anybody else has
23 said?

24 Colleen, do you want to respond to the outage
25 that was reported and how it was handled?

1 CHAIRMAN BURG: Ed Peters?

2 MR. WELK: Is Colleen there?

3 MS. SEVOLD: Yes, I'm here. This is Colleen
4 from U S West. And I did check Mr. Kieffer's report
5 for his last call in to our repair service. I believe
6 it was on October 2nd, which was a Saturday. We
7 repaired it on October 3rd, which was a Sunday.

8 CHAIRMAN BURG: What was the nature of that
9 outage from the company's standpoint?

10 MS. SEVOLD: The repair report that I saw
11 just said repair, you know, no -- customer called in,
12 no dial tone. Repaired, that's all it said. So I
13 can't tell what you we did, but the customer had no
14 dial tone when he called in.

15 COMMISSIONER SCHOENFELDER: Colleen, can you
16 tell me if you never go out on weekends or do you
17 charge extra?

18 MS. SEVOLD: No, we don't charge extra. In
19 fact, for these cases there's never any charge to the
20 customer.

21 COMMISSIONER SCHOENFELDER: Well, I thought
22 so.

23 MS. SEVOLD: But we always have a supervisor
24 on duty. They are always alerted to these, and the
25 supervisor makes the decision. But I know in this case

START

OF

RETAKE

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22 so.

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24 on duty. They are always alerted to these, and the
25 supervisor makes the decision. But I know in this case

1 we went out on Sunday.

2 COMMISSIONER SCHOENFELDER: Okay. And you
3 don't remember the other time?

4 MS. SEVOLD: That's the last one I looked
5 up. The other one prior to that was like sometime in
6 August.

7 COMMISSIONER SCHOENFELDER: Thank you.

8 CHAIRMAN BURG: Mr. Kieffer, do you have any
9 dispute with what she just said?

10 MR. KIEFFER: Well, yeah. I did get ahead of
11 the supervisor and what I was told, I would have to
12 wait until Monday. That's what I was told by the
13 supervisor, so they've got a problem there.

14 CHAIRMAN BURG: But did you, in fact, get it
15 fixed?

16 MR. KIEFFER: I went to work on Sunday, and I
17 asked them to give us a phone call when they got the
18 phone working and they never did that, so I don't know
19 if the phone just started working on its own or they
20 actually did go out and fix it.

21 CHAIRMAN BURG: And are you saying there was
22 one that they did not refer to since between August and
23 today?

24 MR. KIEFFER: I can't tell you that for
25 sure. I don't remember the particulars. I think there

1 was one. I think there was one other outage that we
2 had. I can't remember the particulars on that one.

3 CHAIRMAN BURG: Okay. This would just be an
4 item for an update. I believe we have that. Unless
5 somebody has anything else to add, we'll move on to
6 item number four.

7 * * * * *

8 CHAIRMAN BURG: Next item under
9 telecommunications, TC98-187, in the matter of the
10 petition for an order directing U S West Communications
11 to file updates to its exchange and network services
12 catalog, access service catalog, advanced
13 communications service catalog, and private line
14 transport catalog.

15 The question being today what is the
16 Commission's decision, and this is just a decision
17 issue.

18 COMMISSIONER NELSON: Okay. I would move
19 that the Commission find as follows with respect to this
20 issue of whether updates to the tariffs in the catalog
21 shall be filed as paper copies with the Commission.

22 The Commission finds that U S West has
23 offered to furnish the Commission with paper copies of
24 all tariff and catalog changes that it posts on its Web
25 site within 30 days of the effective date of that rate

END

OF

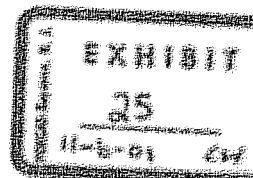
RETAKE

Tech: Shane Erickson

TN: 6053477532

Customer Time Zone: MST

DLETH



DLETH EC 001 TN 605 3477532

DPA 0 LD 01-01-65 HD 10-29-01 PRTR

LN KIEFFER, RANDY
SA , STURGIS/LA EC 77 BOX 260
LOC

---HIST---

NO REPORT S CLEARED CLOSED TST RPM SWK RSL T D C

8-23- 1 08-23-01 621A 0 08-23-01 353P 08-23-01 504P 239 309 0 100 104 474 310
LN - KIEFFER, RANDY CAT 1
01 DTR=08-23-01 621A COM-08-23-01 700P RSA-465 O/S=Y EXC=N
CALLED-NO= - - CATEGORY=1 VER=NT CVER=
NAR NDT OOS NDT/T LB YARD YES REQ TECH MIKE ALBERS SA 14557 HAMLET PL RD RANDY
NAR A B 6054234444
02 DNT=08-23-01 621A EC=465 ST=PSM RTE=00000000 WP=NWP RSL=NT
NAR RCEPROD1
03 DNT=08-23-01 626A EC=299 ST=PSH RTE=00000299 WP=NWP RSL=NT
NAR RCEPROD1 402AVNTN
04 DNT=08-23-01 627A EC=266 ST=PS RTE=00000100 WP=NWP RSL=000

*** CONTINUED ON NEXT PAGE ***

NAR ATCSSMGA OOS NDT/T-PS
05 DNT=08-23-01 704A EC=239 ST=TST RTE=00000239 WP=SCR RSL=
NAR CSCHMIT CARLA 18007204824 X53907 NE
06 DNT=08-23-01 704A EC=239 ST=HLD RTE=00000239 WP=NWP RSL=
NAR CSCHMIT NOT MLT TESTABLE
07 DNT=08-23-01 810A EC=239 ST=HLD RTE=00000239 WP=CRJ RSL=
NAR CSCHMIT 5/TOK RCHD ANS MCH WHN CLD/LEFT MSG AT CBR
08 DNT=08-23-01 823A EC=239 ST=PDO RTE=00000997 WP=TST RSL=100
NAR CSCHMIT REQ DSP NOT MLT TESTABLE INTERM/RANDY WANT FIXED!!!!
09 DNT=08-23-01 825A EC=239 ST=PDO RTE=00000239 WP=NWP RSL=100
NAR CSCHMIT REQ DSP NOT MLT TESTABLE INTERM/RANDY WANT FIXED!!!!
10 DNT=08-23-01 826A EC=082 ST=PRD RTE=00000309 WP=NWP RSL=
NAR GDS PREASSIGNED FOR WORK TODAY 08-23-01 0917A
11 DNT=08-23-01 826A EC=899 ST=DPO RTE=00000309 WP=NWP RSL=
NAR GDS JOB DISPATCHED BY DO 08-23-01 0117P
12 DNT=08-23-01 1030A EC=899 ST=DPO RTE=00000309 WP=DO RSL=
NAR GDS DO-PROVIDED DISPATCH START TIME
13 DNT=08-23-01 118P EC=309 ST=RMR RTE=00000899 WP=NWP RSL=
NAR GDS SYS. TRBL

*** CONTINUED ON NEXT PAGE ***

14 DNT=08-23-01 118P EC=899 ST=PDF RTE=00000899 WP=NWP RSL=
NAR GDS SYS. TRBL
15 DNT=08-23-01 118P EC=899 ST=DPO RTE=00000309 WP=NWP RSL=
NAR GDS JOB DISPATCHED BY DO 08-23-01 0120P
16 DNT=08-23-01 120P EC=899 ST=DPO RTE=00000309 WP=DO RSL=
NAR GDS DO-PROVIDED DISPATCH START TIME
17 DNT=08-23-01 337P EC=309 ST=RMR RTE=00000899 WP=NWP RSL=

823
NAR GDS TEMP. REP. COMPL. FRI.
18 DNT=08-23-01 337P EC=899 ST=PDF RTE=00000899 WP=WWP REL-
NAR GDS TEMP. REP. COMPL. FRI.
19 DNT=08-23-01 337P EC=899 ST=DPO RTE=00000309 WP=WWP REL-
NAR GDS JOB DISPATCHED BY DO 08-23-01 0353P
20 DNT=08-23-01 353P EC=899 ST=DPO RTE=00000309 WP=DD REL-
NAR GDS DO-PROVIDED DISPATCH START TIME
21 DNT=08-23-01 353P EC=309 ST=CCA RTE=00000899 WP=CRD REL-
NAR GDS SCREEN = DOCTC
22 DNT=08-23-01 353P EC=899 ST=CLO RTE=00000899 WP=WWP REL-
NAR GDS TEMP. REP. ANA. SYS. /CTTN69555

*** CONTINUED ON NEXT PAGE ***

7-12-01
2 07-12-01 757A 0 07-12-01 300P 07-12-01 524P 231 309 0 100 104 474 418
LN - KIEFFER, RANDY CAT 1
01 DTR=07-12-01 757A COM=07-12-01 700P RSA-755 O/S=Y EXC=N
CALLED-NO= - CATEGORY=1 VER=NT CVER=
NAR CCO OOS CCO RING TRIPS LB YARD YES RPTR
NAR A B RB RANDY 6053479566
02 DNT=07-12-01 757A EC=755 ST=PSM RTE=00000000 WP=WWP REL=WT
NAR RCEPROD1
03 DNT=07-12-01 759A EC=299 ST=PSH RTE=00000299 WP=WWP REL=WT
NAR RCEPROD1 402AVNTN
04 DNT=07-12-01 901A EC=264 ST=PS RTE=00000200 WP=WWP REL=000
NAR ATCSSM6A OOS VER NT NOT MLT TESTABLE/CCO-PS
05 DNT=07-12-01 1116A EC=231 ST=TST RTE=00000231 WP=SCB REL-
NAR COPPOLD CAROLYN NE 8007204824 X53896
06 DNT=07-12-01 1129A EC=231 ST=PDO RTE=00000997 WP=TST REL=100
NAR COPPOLD CNT TST/CO UNSTAFD/RPTR=7-10 REP CARD
07 DNT=07-12-01 1130A EC=231 ST=PDO RTE=00000231 WP=WWP REL=100

*** CONTINUED ON NEXT PAGE ***

NAR COPPOLD CNT TST/CO UNSTAFD/RPTR=7-10 REP CARD
08 DNT=07-12-01 1131A EC=007 ST=PRD RTE=00000309 WP=WWP REL-
NAR GDS PREASSIGNED FOR WORK TODAY 07-12-01 1247P
09 DNT=07-12-01 1131A EC=899 ST=DPO RTE=00000309 WP=WWP REL-
NAR GDS JOB DISPATCHED BY DO 07-12-01 0137P
10 DNT=07-12-01 157P EC=899 ST=DPO RTE=00000309 WP=DD REL-
NAR GDS DO-PROVIDED DISPATCH START TIME
11 DNT=07-12-01 300P EC=309 ST=CNA RTE=00000899 WP=CRD REL-
NAR GDS SCREEN = DOCTC
12 DNT=07-12-01 300P EC=899 ST=CLO RTE=00000899 WP=WWP REL-
NAR GDS REPL. REP. -5/LIGHTNING /CTTN4527

7-9-01
3 07-09-01 854P 0 07-10-01 100P 07-10-01 311P 224 309 0 100 104 474 313
LN - KIEFFER, RANDY CAT 1
01 DTR=07-09-01 854P COM=07-10-01 700P RSA-427 O/S=Y EXC=N
CALLED-NO= - CATEGORY=1 VER=NT CVER=
NAR NDT OOS NDT LB ADL 6053479566 YARD YES RB RANDY

*** CONTINUED ON NEXT PAGE ***

NAR A B 6054234444
02 DNT=07-09-01 854P EC=427 ST=PSM RTE=00000000 WP=WWP REL=WT
NAR RCEPROD1

03 DNT=07-09-01 855P EC=299 ST=PSE RTE=00000299 WP=WP REL=RT
 NAR RCEPROD1 402AHSR N
 04 DNT=07-09-01 856P EC=265 ST=PS RTE=00000100 WP=WP REL=000
 NAR ATCSSM6A OOS ADDITIONAL LINE NDT-PS
 05 DNT=07-10-01 601A EC=234 ST=TST RTE=00000234 WP=WP REL=
 NAR LAHOLMS LUCY HOLMES 18007204824 X53895 NE
 06 DNT=07-10-01 608A EC=234 ST=PDO RTE=00000397 WP=WP REL=100
 NAR LAHOLME UNABLE TO TST NDT OOS GBI
 07 DNT=07-10-01 611A EC=234 ST=PDO RTE=00000234 WP=WP REL=100
 NAR LAHOLME UNABLE TO TST NDT OOS GBI
 08 DNT=07-10-01 612A EC=059 ST=PRD RTE=00000317 WP=WP REL=
 NAR GDS PREASSIGNED FOR WORK TODAY 07-10-01 0612A
 09 DNT=07-10-01 612A EC=063 ST=PRD RTE=00000309 WP=WP REL=
 NAR GDS PREASSIGNED FOR WORK TODAY 07-10-01 0614A
 10 DNT=07-10-01 612A EC=899 ST=DPO RTE=00000309 WP=WP REL=
 NAR GDS JOB DISPATCHED BY DO 07-10-01 0612P

*** CONTINUED ON NEXT PAGE ***

11 DNT=07-10-01 1200P EC=899 ST=DPO RTE=00000309 WP=WP REL=
 NAR GDS DO-PROVIDED DISPATCH START TIME
 12 DNT=07-10-01 100P EC=309 ST=CNR RTE=00000099 WP=WP REL=
 NAR GDS SCREEN = DO096
 13 DNT=07-10-01 100P EC=899 ST=CIC RTE=00000099 WP=WP REL=
 NAR GDS REPL. REP. CARD /CTTH64264

4-13-00
 4 04-13-00 317P 1 04-14-00 615P 04-17-00 453P 0 309 0 0 100 011 316
 LN - KIEFFER, RANDY CAT 4
 01 DTR=04-13-00 317P COM=04-14-00 600P RSA-009 0/0-N INC=0
 CALLED-NO- - - CATEGORY=4 VER=RT CVER=
 NAR NDT NDT CBC/RTE TECH 309
 NAR A B
 02 DNT=04-13-00 317P EC=009 ST=PSM RTE=00000000 WP=WP REL=RT
 NAR THOPKIN
 03 DNT=04-13-00 317P EC=299 ST=PSE RTE=00000199 WP=WP REL=RT
 NAR THOPKIN 403AHTCH 232N

*** CONTINUED ON NEXT PAGE ***

04 DNT=04-13-00 317P EC=299 ST=PDO RTE=00000397 WP=WP REL=000
 NAR THOPKIN /HNDL TECH - TECHNICIAN GENERATED REPORT
 05 DNT=04-13-00 318P EC=299 ST=PDO RTE=00000299 WP=WP REL=000
 NAR THOPKIN /HNDL TECH - TECHNICIAN GENERATED REPORT
 06 DNT=04-13-00 319P EC=009 ST=PRD RTE=00000309 WP=WP REL=
 NAR GDS PREASSIGNED FOR WORK ON 04-14-00 04-13-00 0612P
 07 DNT=04-13-00 319P EC=899 ST=DPO RTE=00000309 WP=WP REL=
 NAR GDS JOB DISPATCHED BY DO 04-14-00 0612A
 08 DNT=04-14-00 928A EC=899 ST=DPO RTE=00000309 WP=WP REL=
 NAR GDS DO-PROVIDED DISPATCH START TIME
 09 DNT=04-14-00 928A EC=309 ST=RMR RTE=00000099 WP=WP REL=
 NAR GDS ANACONDA
 10 DNT=04-14-00 928A EC=899 ST=PDO RTE=00000099 WP=WP REL=
 NAR GDS ANACONDA
 11 DNT=04-14-00 928A EC=899 ST=DPO RTE=00000309 WP=WP REL=
 NAR GDS JOB DISPATCHED BY DO 04-14-00 0612A
 12 DTR=04-14-00 1032A COM=04-14-00 600P RSA-009 0/0-N INC=0
 CALLED-NO- - - CATEGORY=1 VER=LU CVER=
 NAR NDT NDT CBC/RTE TECH 309

*** CONTINUED ON NEXT PAGE ***

START

OF

RETAKE

03 DNT=07-09-01 855P EC=299 ST=PSE RTE=00000299 WP=WWP RSL=WT
 NAR RCEPROD1 402AHSR N
 04 DNT=07-09-01 856P EC=265 ST=PS RTE=00000100 WP=WWP RSL=000
 NAR ATCSM6A OOS ADDITIONAL LINE NDT-PS
 05 DNT=07-10-01 601A EC=234 ST=TST RTE=00000234 WP=SCR RSL=--
 NAR LAHOLME LUCY HOLMES 18007204824 X53895 HE
 06 DNT=07-10-01 608A EC=234 ST=PDO RTE=00000997 WP=TST RSL=100
 NAR LAHOLME UNABLE TO TST NDT OOS GBI
 07 DNT=07-10-01 611A EC=234 ST=PDO RTE=00000234 WP=WWP RSL=100
 NAR LAHOLME UNABLE TO TST NDT OOS GBI
 08 DNT=07-10-01 612A EC=859 ST=PRD RTE=00000317 WP=WWP RSL=--
 NAR GDS PREASSIGNED FOR WORK TODAY 07-10-01 0635A
 09 DNT=07-10-01 612A EC=863 ST=PRD RTE=00000309 WP=WWP RSL=--
 NAR GDS PREASSIGNED FOR WORK TODAY 07-10-01 0614A
 10 DNT=07-10-01 612A EC=899 ST=DPO RTE=00000309 WP=WWP RSL=--
 NAR GDS JOB DISPATCHED BY DO 07-10-01 0612P

*** CONTINUED ON NEXT PAGE ***

11 DNT=07-10-01 1200P EC=899 ST=DPO RTE=00000309 WP=DO RSL=--
 NAR GDS DO-PROVIDED DISPATCH START TIME
 12 DNT=07-10-01 100P EC=309 ST=CNA RTE=00000899 WP=CNO RSL=--
 NAR GDS SCREEN = DOCTC
 13 DNT=07-10-01 100P EC=899 ST=CLC RTE=00000899 WP=DOCT RSL=--
 NAR GDS REPL. REP. CARD /CTT64264

4-13-00
 4 04-13-00 317P 1 04-14-00 615P 04-17-00 453P 0 209 0 0 100 412 210
 LN - KIEFFER, RANDY CAT 4
 01 DTR=04-13-00 317P COM=04-14-00 600P RSA=088 0/5-N EXC=8
 CALLED-NO- - - CATEGORY=4 VER=NT CVER=--
 NAR NDT NDT CBC/RTE TECH 309
 NAR A B
 02 DNT=04-13-00 317P EC=009 ST=PSM RTE=00000000 WP=WWP RSL=WT
 NAR THEOPKIN
 03 DNT=04-13-00 317P EC=299 ST=PSE RTE=00000299 WP=WWP RSL=WT
 NAR THEOPKIN 402AHSR E32N

*** CONTINUED ON NEXT PAGE ***

04 DNT=04-13-00 317P EC=299 ST=PDO RTE=00000997 WP=SCR RSL=000
 NAR THEOPKIN /HNDL TECH - TECHNICIAN GENERATED REPORT
 05 DNT=04-13-00 318P EC=299 ST=PDO RTE=00000299 WP=WWP RSL=000
 NAR THEOPKIN /HNDL TECH - TECHNICIAN GENERATED REPORT
 06 DNT=04-13-00 319P EC=009 ST=PRD RTE=00000309 WP=WWP RSL=--
 NAR GDS PREASSIGNED FOR WORK ON 04-14-00 04-13-00 0127P
 07 DNT=04-13-00 319P EC=899 ST=DPO RTE=00000309 WP=WWP RSL=--
 NAR GDS JOB DISPATCHED BY DO 04-14-00 0928A
 08 DNT=04-14-00 928A EC=899 ST=DPO RTE=00000309 WP=DO RSL=--
 NAR GDS DO-PROVIDED DISPATCH START TIME
 09 DNT=04-14-00 928A EC=309 ST=PMR RTE=00000899 WP=WWP RSL=--
 NAR GDS ANACONDA
 10 DNT=04-14-00 928A EC=899 ST=PDF RTE=00000899 WP=WWP RSL=--
 NAR GDS ANACONDA
 11 DNT=04-14-00 928A EC=899 ST=DPO RTE=00000309 WP=WWP RSL=--
 NAR GDS JOB DISPATCHED BY DO 04-14-00 0930A
 12 DTR=04-14-00 1032A COM=04-14-00 600P RSA=088 0/5-N EXC=8
 CALLED-NO- - - CATEGORY=1 VER=LU CVER=--
 NAR NDT NDT CBC/RTE TECH 309

*** CONTINUED ON NEXT PAGE ***

NAR RCEPROD1

4-13
4-14
NAR A B
13 DNT=04-14-00 930A EC=029 ST=DPO RTE=00000309 WP=DO RSL-
NAR GDS DO-PROVIDED DISPATCH START TIME
14 DNT=04-14-00 1127A EC=309 ST=RMR RTE=00000309 WP=HWP RSL-
NAR GDS RET TO LATER
15 DNT=04-14-00 1127A EC=029 ST=PRD RTE=00000309 WP=HWP RSL-
NAR GDS RET TO LATER
16 DNT=04-14-00 1127A EC=309 ST=PDF RTE=00000301 WP=HWP RSL-
NAR GDS DO STATUS CHANGED TO PLD 04-14-00 0358P
17 DNT=04-14-00 1127A EC=001 ST=PRD RTE=00000309 WP=HWP RSL-
NAR GDS PREASSIGNED FOR WORK ON 04-17-00 04-14-00 0358P
18 DNT=04-14-00 1127A EC=066 ST=PRD RTE=00000309 WP=HWP RSL-
NAR GDS PREASSIGNED FOR WORK TODAY 04-14-00 0524P
19 DNT=04-14-00 1127A EC=066 ST=DPO RTE=00000309 WP=HWP RSL-
NAR GDS JOB DISPATCHED BY DO 04-14-00 0524P
20 DNT=04-14-00 524P EC=899 ST=DPO RTE=00000309 WP=DO RSL-
NAR GDS DO-PROVIDED DISPATCH START TIME
21 DNT=04-14-00 615P EC=309 ST=RMR RTE=00000309 WP=HWP RSL-

*** CONTINUED ON NEXT PAGE ***

NAR GDS TEMP. REP.
22 DNT=04-14-00 615P EC=899 ST=PRD RTE=00000309 WP=HWP RSL-
NAR GDS TEMP. REP.
23 DNT=04-14-00 615P EC=068 ST=DPO RTE=00000309 WP=HWP RSL-
NAR GDS JOB DISPATCHED BY DO 04-17-00 0347P
24 DNT=04-14-00 615P EC=068 ST=DPO RTE=00000309 WP=DO RSL-
NAR GDS DO-PROVIDED DISPATCH START TIME
25 DNT=04-14-00 615P EC=309 ST=CCA RTE=00000300 WP=CAO RSL-
NAR GDS SCREEN = DOCTC
26 DNT=04-14-00 615P EC=068 ST=CLO RTE=00000300 WP=HWP RSL-
NAR GDS REPRD CA PRS /CTTN13229

4-7-00
5 04-07-00 1110A 0 04-07-00 530P 04-07-00 737P 0 309 0 0 300 474 310
LN - KIEFFER, RANDY CAT 1
01 DTR=04-07-00 1110A COM=04-07-00 556P RSA=351 C/S=N EXC=N
CALLED-NO- - - CATEGORY-1 VER=NT CVER=
NAR TRAN ALPHS SOL /T LB YARD YES CHRONIC XE HANCT

*** CONTINUED ON NEXT PAGE ***

NAR A B 9999939999
02 DNT=04-07-00 1110A EC=351 ST=PSM RTE=00000000 WP=HWP RSL=WT
NAR RCEPROD1
03 DNT=04-07-00 1113A EC=299 ST=PSH RTE=00000299 WP=HWP RSL=WT
NAR RCEPROD1 403AVNTN
04 DNT=04-07-00 1115A EC=263 ST=POO RTE=00000297 WP=OCR RSL=400
NAR ATCSSM6A DISP RES TRAN/SOL NOT MLI TESTABLE-WFA
NAR ATCSSM6A DISP RES TRAN/SOL NOT MLI TESTABLE-WFA
05 DNT=04-07-00 1117A EC=007 ST=PRD RTE=00000309 WP=HWP RSL-
NAR GDS PREASSIGNED FOR WORK TODAY 04-07-00 0111P
07 DNT=04-07-00 1117A EC=899 ST=DPO RTE=00000309 WP=HWP RSL-
NAR GDS JOB DISPATCHED BY DO 04-07-00 0143P
08 DNT=04-07-00 343P EC=899 ST=DPO RTE=00000309 WP=DO RSL-
NAR GDS DO-PROVIDED DISPATCH START TIME
09 DNT=04-07-00 344P EC=309 ST=RMR RTE=00000309 WP=HWP RSL-
NAR GDS ANACONDA TRAL.
10 DNT=04-07-00 344P EC=899 ST=PDF RTE=00000309 WP=HWP RSL-

END

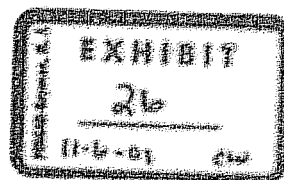
OF

RETAKE

Tech: Shane Erickson

TN: 6053479566

Customer Time Zone: MST



DLETH

DLETH EC 001 TN 605 3479566

DPA 0 LD 01-01-69 HD 10-29-01 FTRA

LN KIEFFER, SUSAN
SA , STURGIS/LA EC 77 BOX 260
LOC

---HIST---

NO REPORT S CLEARED CLOSED TST RPM SWK RSL T D C

8-23-01
1 08-23-01 623A 0 08-23-01 351P 08-23-01 454P 239 309 0 900 104 474 310
LN - KIEFFER, SUSAN CAT 1
01 DTR=08-23-01 623A COM=08-23-01 700P RSA=465 O/S=Y EXC=N
CALLED-NO= - - CATEGORY=1 VER=NT CVER=
NAR NDT OOS NDT LB YARD YES 14555 HAMLET PL RB SON/RANDY
NAR A B 6054234444
02 DNT=08-23-01 623A EC=465 ST=PSM RTE=00000000 WP=NWP RSL=NT
NAR RCEPROD1
03 DNT=08-23-01 626A EC=299 ST=PSH RTE=00000295 WP=NWP RSL=NT
NAR RCEPROD1 40ZAVNTN
04 DNT=08-23-01 627A EC=261 ST=PS RTE=00000100 WP=NWP RSL=000

*** CONTINUED ON NEXT PAGE ***

NAR ATCSSMGA OOS VER NT NOT MLT TESTABLE/NDT-PS
05 DNT=08-23-01 704A EC=239 ST=TST RTE=00000239 WP=SCR RSL=
NAR CSCHMIT CARLA 18007204824 X53907 NE
06 DNT=08-23-01 705A EC=239 ST=BLD RTE=00000239 WP=NWP RSL=
NAR CSCHMIT NOT MLT TESTABLE
07 DNT=08-23-01 813A EC=239 ST=PDO RTE=00000997 WP=TST RSL=900
NAR CSCHMIT REQ DSP NOT MLT TESTABLE INTERM PER PAUL NDT & STATIC
08 DNT=08-23-01 815A EC=239 ST=PDO RTE=00000239 WP=NWP RSL=900
NAR CSCHMIT REQ DSP NOT MLT TESTABLE INTERM PER PAUL NDT & STATIC
09 DNT=08-23-01 817A EC=082 ST=PRD RTE=00000309 WP=NWP RSL=
NAR GDS PREASSIGNED FOR WORK TODAY 08-23-01 0917A
10 DNT=08-23-01 817A EC=899 ST=DPO RTE=00000309 WP=NWP RSL=
NAR GDS JOB DISPATCHED BY DO 08-23-01 0339P
11 DNT=08-23-01 339P EC=899 ST=DPO RTE=00000309 WP=DO RSL=
NAR GDS DO-PROVIDED DISPATCH START TIME
12 DNT=08-23-01 339P EC=309 ST=RMR RTE=00000899 WP=NWP RSL=
NAR GDS TEMP. REP.
13 DNT=08-23-01 339P EC=899 ST=PDF RTE=00000899 WP=NWP RSL=
NAR GDS TEMP. REP.

*** CONTINUED ON NEXT PAGE ***

14 DNT=08-23-01 339P EC=899 ST=DPO RTE=00000309 WP=NWP RSL=
NAR GDS JOB DISPATCHED BY DO 08-23-01 0350P
15 DNT=08-23-01 350P EC=899 ST=DPO RTE=00000309 WP=DO RSL=
NAR GDS DO-PROVIDED DISPATCH START TIME
16 DNT=08-23-01 351P EC=309 ST=CCA RTE=00000899 WP=CRO RSL=
NAR GDS SCREEN - DOCTC
17 DNT=08-23-01 351P EC=899 ST=CLO RTE=00000899 WP=NWP RSL=

2 07-20-01 553P 0 07-23-01 358P 07-23-01 523P 0 367 0 0 300 474 310
 LN - KIEFFER, SUSAN CAT 1
 01 DTR=07-20-01 553P COM=07-23-01 700P RSA=816 O/S=N EXC=N
 CALLED-NO= - - CATEGORY=1 VER=NT CVER=
 NAR TRAN GCO SOL /T LB YARD YES REQ DISP AB RANDY
 NAR A B 6053477532
 02 DNT=07-20-01 553P EC=816 ST=PSM RTE=00000000 WP=NWP RSL=NT
 NAR RCEPROD1

*** CONTINUED ON NEXT PAGE ***

03 DNT=07-20-01 553P EC=299 ST=PSH RTE=00000299 WP=NWP RSL=NT
 NAR RCEPROD1 402AVNTN
 04 DNT=07-20-01 555P EC=257 ST=PDO RTE=00000997 WP=SCR RSL=900
 NAR ATCSSM6A DISP RES TRAN/SOL NOT MLT TESTABLE-WFA
 05 DNT=07-20-01 555P EC=257 ST=PDO RTE=00000257 WP=NWP RSL=900
 NAR ATCSSM6A DISP RES TRAN/SOL NOT MLT TESTABLE-WFA
 06 DNT=07-20-01 556P EC=899 ST=DPO RTE=00000319 WP=NWP RSL=
 NAR GDS JOB DISPATCHED BY DO 07-21-01 1248P
 07 DNT=07-21-01 100P EC=899 ST=DPO RTE=00000319 WP=DO RSL=
 NAR GDS DO-PROVIDED DISPATCH START TIME
 08 DNT=07-21-01 242P EC=319 ST=RMR RTE=00000899 WP=NWP RSL=
 NAR GDS ANACONDA TROUBLE
 09 DNT=07-21-01 242P EC=899 ST=PDO RTE=00000899 WP=NWP RSL=
 NAR GDS ANACONDA TROUBLE
 10 DNT=07-21-01 242P EC=899 ST=DPO RTE=00000367 WP=NWP RSL=
 NAR GDS JOB DISPATCHED BY DO 07-23-01 0850A
 11 DNT=07-23-01 850A EC=899 ST=DPO RTE=00000367 WP=DO RSL=
 NAR GDS DO-PROVIDED DISPATCH START TIME
 12 DNT=07-23-01 851A EC=367 ST=RMR RTE=00000899 WP=NWP RSL=

*** CONTINUED ON NEXT PAGE ***

NAR GDS C BLE TRL
 13 DNT=07-23-01 851A EC=899 ST=PDF RTE=00000899 WP=NWP RSL=
 NAR GDS CABLE TRL
 14 DNT=07-23-01 851A EC=899 ST=DPO RTE=00000367 WP=NWP RSL=
 NAR GDS JOB DISPATCHED BY DO 07-23-01 0853A
 15 DNT=07-23-01 853A EC=899 ST=DPO RTE=00000367 WP=DO RSL=
 NAR GDS DO-PROVIDED DISPATCH START TIME
 16 DNT=07-23-01 358P EC=367 ST=CCA RTE=00000899 WP=CRO RSL=
 NAR GDS SCREEN = DOCTC
 17 DNT=07-23-01 358P EC=899 ST=CLO RTE=00000899 WP=NWP RSL=
 NAR GDS FIX CABLE /CTTN65631

3 07-16-01 1239P 0 07-16-01 112P 07-16-01 213P 0 0 313 0 404 1310 230
 LN - KIEFFER, SUSAN CAT 1
 01 DTR=07-16-01 1239P COM=07-17-01 700P RSA=888 O/S=Y EXC=N
 CALLED-NO= - - CATEGORY=1 VER=LU CVER=
 NAR CBC OOS CBC -VRU

*** CONTINUED ON NEXT PAGE ***

NAR A B 6053479566
 02 DNT=07-16-01 1239P EC=888 ST=PSM RTE=00000000 WP=NWP RSL=LU
 NAR VRUPRODI

03 DNT=07-16-01 1244P EC=299 ST=PSH RTE=00000299 WP=NWP RSL=LU
NAR VRUPROD1 402AVLOT100-499,600-899N
04 DNT=07-16-01 1246P EC=268 ST=PS RTE=00000400 WP=NWP RSL=000
NAR ATCSSM6A OOS NOT MLT TESTABLE-PS
05 DNT=07-16-01 1247P EC=313 ST=TST RTE=00000313 WP=SCR RSL=
NAR PFERRIG PATTY PERRIGO 800-720-4824 X53910
06 DNT=07-16-01 112P EC=313 ST=CCA RTE=00000313 WP=CRI RSL=
NAR PFERRIG
07 DNT=07-16-01 112P EC=313 ST=CLO RTE=00000313 WP=NWP RSL=
NAR PFERRIG C/R SUSAN HAD RINGER TURND DOWN-IS OK NOW GTNG CLS IN-CLSD

4 07-16-01 1239P 0 07-16-01 112P 07-16-01 213P 0 0 313 0 404 1310 230
LN - KIEFFER, SUSAN CAT 1
01 DTR=07-16-01 1239P COM=07-17-01 700P RSA=888 O/S=Y EXC=N

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CALLED-NO= - - CATEGORY=1 VER=LD CVER=
NAR CBC OOS CBC -VRU
NAR A B 6053479566
02 DNT=07-16-01 1239P EC=888 ST=PSM RTE=00000000 WP=NWP RSL=LU
NAR VRUPROD1
03 DNT=07-16-01 1244P EC=299 ST=PSH RTE=00000299 WP=NWP RSL=LU
NAR VRUPROD1 402AVLOT100-499,600-899N
04 DNT=07-16-01 1246P EC=268 ST=PS RTE=00000400 WP=NWP RSL=000
NAR ATCSSM6A OOS NOT MLT TESTABLE-PS
05 DNT=07-16-01 1247P EC=313 ST=TST RTE=00000313 WP=SCR RSL=
NAR PFERRIG PATTY PERRIGO 800-720-4824 X53910
06 DNT=07-16-01 112P EC=313 ST=CCA RTE=00000313 WP=CRI RSL=
NAR PFERRIG
07 DNT=07-16-01 112P EC=313 ST=CLO RTE=00000313 WP=NWP RSL=
NAR PFERRIG C/R SUSAN HAD RINGER TURND DOWN-IS OK NOW GTNG CLS IN-CLSD

5 07-12-01 759A 0 07-12-01 410P 07-12-01 524P 312 309 0 100 404 474 310

*** CONTINUED ON NEXT PAGE ***

LN - KIEFFER, SUSAN CAT 1
01 DTR=07-12-01 759A COM=07-12-01 700P RSA=755 O/S=Y EXC=N
CALLED-NO= - - CATEGORY=1 VER=NT CVER=
NAR CBC OOS CBC RING TRIPS LB YARD YES
NAR A B RB RANDY 6053477532
02 DNT=07-12-01 759A EC=755 ST=PSM RTE=00000000 WP=NWP RSL=NT
NAR RCEPROD1
03 DNT=07-12-01 759A EC=299 ST=PSH RTE=00000299 WP=NWP RSL=NT
NAR RCEPROD1 402AVNTN
04 DNT=07-12-01 801A EC=261 ST=PS RTE=00000400 WP=NWP RSL=000
NAR ATCSSM6A OOS VER NT NOT MLT TESTABLE/CBC-PS
05 DNT=07-12-01 1117A EC=312 ST=TST RTE=00000312 WP=SCR RSL=
NAR JXBEAVE JEREMY NE 800 720 4824X30564 SCH 1230-900
06 DNT=07-12-01 1123A EC=312 ST=PDO RTE=00000997 WP=TST RSL=100
NAR JXBEAVE UNABLE TST, ALIT=SHORT & GRND R-G, LB
07 DNT=07-12-01 1124A EC=312 ST=PDO RTE=00000312 WP=NWP RSL=100
NAR JXBEAVE UNABLE TST, ALIT=SHORT & GRND R-G, LB
08 DNT=07-12-01 1125A EC=007 ST=PRD RTE=00000309 WP=NWP RSL=
NAR GDS PREASSIGNED FOR WORK TODAY 07-12-01 1247P

*** CONTINUED ON NEXT PAGE ***

09 DNT=07-12-01 1125A EC=899 ST=DPO RTE=00000309 WP=NWP RSL=
NAR GDS JOB DISPATCHED BY DO 07-12-01 0418P
10 DNT=07-12-01 400P EC=899 ST=DPO RTE=00000309 WP=DO RSL=
NAR GDS DO-PROVIDED DISPATCH START TIME
11 DNT=07-12-01 410P EC=309 ST=CNA RTE=00000899 WP=CRO RSL=
NAR GDS SCREEN = DOCTC
12 DNT=07-12-01 410P EC=899 ST=CLO RTE=00000899 WP=NWP RSL=
NAR GDS REPL. REP. 5 /CTTN64528

6 09-18-00 819A 0 09-18-00 415P 09-18-00 524P 228 309 0 900 300 910 600
LN - KIEFFER, SUSAN CAT 1
01 DTR=09-18-00 819A COM=09-18-00 600P RSA=588 O/S=N EXC=N
CALLED-NO= - - CATEGORY=1 VER=LJ CVER=
NAR TRAN NSY/T SOME PHS -VRG
NAR A B 0000000000
02 DNT=09-18-00 819A EC=888 ST=PSK RTE=00000000 WP=NWP RSL=LC
NAR VRUPROD1

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03 DNT=09-18-00 820A EC=299 ST=PSH RTE=00000299 WP=NWP RSL=LC
NAR VRUPROD1 403AVLOT100-499,600-899N
04 DNT=09-18-00 824A EC=256 ST=PS RTE=00000310 WP=NWP RSL=000
NAR ATCSSM6A NOT MLT TESTABLE-PS
05 DNT=09-18-00 838A EC=228 ST=TST RTE=00000228 WP=SCR RSL=
NAR DSBARRE DOTTIE 515 235-3893
06 DNT=09-18-00 840A EC=228 ST=PDO RTE=00000997 WP=TST RSL=900
NAR DSBARRE CNT TST PG/PRG OK/SUB CHKG CPE/HS UWM/CHK FR NOISE ONLINE
07 DNT=09-18-00 846A EC=228 ST=PDO RTE=00000228 WP=NWP RSL=900
NAR DSBARRE CNT TST PG/PRG OK/SUB CHKG CPE/HS UWM/CHK FR NOISE ONLINE
08 DNT=09-18-00 848A EC=068 ST=PRD RTE=00000309 WP=NWP RSL=
NAR GDS PREASSIGNED FOR WORK TODAY 09-18-00 0115P
09 DNT=09-18-00 848A EC=899 ST=DPO RTE=00000309 WP=NWP RSL=
NAR GDS JCV DISPATCHED BY DO 09-18-00 0414P
10 DNT=09-18-00 414P EC=899 ST=DPO RTE=00000309 WP=DO RSL=
NAR GDS DO-PROVIDED DISPATCH START TIME
11 DNT=09-18-00 415P EC=309 ST=CCA RTE=00000899 WP=CRO RSL=
NAR GDS SCREEN = DOCTC
12 DNT=09-18-00 415P EC=899 ST=CLO RTE=00000899 WP=NWP RSL=

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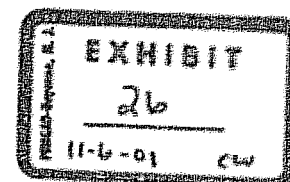
NAR GDS TOK-LEFT MESSAGE /CTTN31750

7 09-10-00 1200P 0 09-11-00 125P 09-11-00 303P 238 317 0 100 200 910 600
LN - KIEFFER, SUSAN CAT 1
01 DTR=09-10-00 1200P COM=09-11-00 600P RSA=536 O/S=Y EXC=N
CALLED-NO= - - CATEGORY=1 VER=NT CVER=
NAR CCO GCO ALPHS ALCLS LB YARD YES RB RANDY
NAR A B 6053477532
02 DNT=09-10-00 1200P EC=536 ST=PSM RTE=00000000 WP=NWP RSL=NT
NAR RCEPROD1
03 DNT=09-10-00 1204P EC=299 ST=PSH RTE=00000299 WP=NWP RSL=NT
NAR RCEPROD1 403AVNTN
04 DNT=09-10-00 1204P EC=268 ST=PS RTE=00000210 WP=NWP RSL=000
NAR ATCSSM6A VER NT NOT MLT TESTABLE/CCO-PS
05 DNT=09-10-00 1211P EC=238 ST=TST RTE=00000238 WP=SCR RSL=
NAR ASCHAEF EILEEN 5152353908

Tech: Shane Erickson

TN: 6053479566

Customer Time Zone: MST



DLETH

DLETH EC 001 TN 605 3479566

DPA 0 LD 01-01-69 HD 10-29-01 ERTR

LN KIEFFER, SUSAN

SA . STURGIS/LA EC 77 BOX 260

LOC

---HIST---

NO REPORT S CLEARED CLOSED TST RPM SWK RSL T D C

8-23-01
1 08-23-01 (623A) 0 08-23-01 351P 08-23-01 454P 239 309 0 900 104 474 310
LN - KIEFFER, SUSAN CAT 1
01 DTR=08-23-01 623A COM=08-23-01 700P RSA=465 O/S=Y EXC=N
CALLED-NO= - - CATEGORY=1 VER=NT CVER=
NAR NDT OOS NDT LB YARD YES 14555 HAMLET FL RR SON/RANDY
NAR A B 6054234444
02 DNT=08-23-01 623A EC=465 ST=PSM RTE=00000000 WP=NWP RSL=NT
NAR RCEPROD1
03 DNT=08-23-01 626A EC=299 ST=PSH RTE=00000299 WP=NWP RSL=NT
NAR RCEPROD1 402AVNTN
04 DNT=08-23-01 627A EC=261 ST=PS RTE=00000100 WP=NWP RSL=000

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NAR ATCSSMGA OOS VER NT NOT MLT TESTABLE/NDT-PS
05 DNT=08-23-01 704A EC=239 ST=TST RTE=00000239 WP=SCR RSL=
NAR CSCHMIT CARLA 18007204824 X53907 NE
06 DNT=08-23-01 705A EC=239 ST=HLD RTE=00000239 WP=NWP RSL=
NAR CSCHMIT NOT MLT TESTABLE
07 DNT=08-23-01 813A EC=239 ST=PDO RTE=00000997 WP=TST RSL=900
NAR CSCHMIT REQ DSP NOT MLT TESTABLE INTERM PER PAUL NDT & STATIC
08 DNT=08-23-01 815A EC=239 ST=PDO RTE=00000239 WP=NWP RSL=900
NAR CSCHMIT REQ DSP NOT MLT TESTABLE INTERM PER PAUL NDT & STATIC
09 DNT=08-23-01 817A EC=082 ST=PRD RTE=00000309 WP=NWP RSL=
NAR GDS PREASSIGNED FOR WORK TODAY 08-23-01 0917A
10 DNT=08-23-01 817A EC=899 ST=DPO RTE=00000309 WP=NWP RSL=
NAR GDS JOB DISPATCHED BY DO 08-23-01 0339P
11 DNT=08-23-01 339P EC=899 ST=DPO RTE=00000309 WP=DO RSL=
NAR GDS DO-PROVIDED DISPATCH START TIME
12 DNT=08-23-01 339P EC=309 ST=RMR RTE=00000899 WP=NWP RSL=
NAR GDS TEMP. REP.
13 DNT=08-23-01 339P EC=899 ST=PDF RTE=00000899 WP=NWP RSL=
NAR GDS TEMP. REP.

*** CONTINUED ON NEXT PAGE ***

14 DNT=08-23-01 339P EC=899 ST=DPO RTE=00000309 WP=NWP RSL=
NAR GDS JOB DISPATCHED BY DO 08-23-01 0350P
15 DNT=08-23-01 350P EC=899 ST=DPO RTE=00000309 WP=DO RSL=
NAR GDS DO-PROVIDED DISPATCH START TIME
16 DNT=08-23-01 351P EC=309 ST=CCA RTE=00000899 WP=CRO RSL=
NAR GDS SCREEN = BOCTC
17 DNT=08-23-01 351P EC=899 ST=CLO RTE=00000899 WP=NWP RSL=

8-23-01
7-20-01
23
NAR GDS TEMP. ANA. SYS. /CTTN69592

2 07-20-01 553P 0 07-23-01 358P 07-23-01 523P 0 367 0 0 300 474 310
LN - KIEFFER, SUSAN CAT 1
01 DTR=07-20-01 553P COM=07-23-01 700P RSA=816 O/S=N EXC=N
CALLED-NO= - - CATEGORY=1 VER=NT CVER=
NAR TRAN GCO SOL /T LB YARD YES REQ DISP RB RANDY
NAR A B 6053477532
02 DNT=07-20-01 553P EC=816 ST=PSM RTE=00000000 WP=NWP RSL=NT
NAR RCEPROD1

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03 DNT=07-20-01 553P EC=299 ST=PSH RTE=00000299 WP=NWP RSL=NT
NAR RCEPROD1 402AVNTN
04 DNT=07-20-01 555P EC=257 ST=PDO RTE=00000997 WP=SCR RSL=900
NAR ATCSSM6A DISP RES TRAN/SOL NOT MLT TESTABLE-WFA
05 DNT=07-20-01 555P EC=257 ST=PDO RTE=00000257 WP=NWP RSL=900
NAR ATCSSM6A DISP RES TRAN/SOL NOT MLT TESTABLE-WFA
06 DNT=07-20-01 556P EC=899 ST=DPO RTE=00000319 WP=NWP RSL=
NAR GDS JOB DISPATCHED BY DO 07-21-01 1248P
07 DNT=07-21-01 100P EC=899 ST=DPO RTE=00000319 WP=DO RSL=
NAR GDS DO-PROVIDED DISPATCH START TIME
08 DNT=07-21-01 242P EC=319 ST=RMR RTE=00000899 WP=NWP RSL=
NAR GDS ANACONDA TROUBLE
09 DNT=07-21-01 242P EC=899 ST=PDO RTE=00000899 WP=NWP RSL=
NAR GDS ANACONDA TROUBLE
10 DNT=07-21-01 242P EC=899 ST=DPO RTE=00000367 WP=NWP RSL=
NAR GDS JOB DISPATCHED BY DO 07-23-01 0850A
11 DNT=07-23-01 850A EC=899 ST=DPO RTE=00000367 WP=DO RSL=
NAR GDS DO-PROVIDED DISPATCH START TIME
12 DNT=07-23-01 851A EC=367 ST=RMR RTE=00000899 WP=NWP RSL=

*** CONTINUED ON NEXT PAGE ***

NAR GDS CABLE TRL
13 DNT=07-23-01 851A EC=899 ST=PDF RTE=00000899 WP=NWP RSL=
NAR GDS CABLE TRL
14 DNT=07-23-01 851A EC=899 ST=DPO RTE=00000367 WP=NWP RSL=
NAR GDS JOB DISPATCHED BY DO 07-23-01 0853A
15 DNT=07-23-01 853A EC=899 ST=DPO RTE=00000367 WP=DO RSL=
NAR GDS DO-PROVIDED DISPATCH START TIME
16 DNT=07-23-01 358P EC=367 ST=CCA RTE=00000899 WP=CRO RSL=
NAR GDS SCREEN = DOCT
17 DNT=07-23-01 358P EC=899 ST=CLO RTE=00000899 WP=NWP RSL=
NAR GDS FIX CABLE /CTTN65631

2-16-01
3 07-16-01 1239P 0 07-16-01 112P 07-16-01 213P 0 0 313 0 404 1310 230
LN - KIEFFER, SUSAN CAT 1
01 DTR=07-16-01 1239P COM=07-17-01 700P RSA=888 O/S=Y EXC=N
CALLED-NO= - - CATEGORY=1 VER=LU CVER=
NAR CBC OOS CBC -VRU

*** CONTINUED ON NEXT PAGE ***

NAR A B 6053479566
02 DNT=07-16-01 1239P EC=888 ST=PSM RTE=00000000 WP=NWP RSL=LU
NAR VRUPRODI

03 DNT=07-16-01 1244P EC=299 ST=PSH RTE=00000299 WP=NWP RSL=LU
NAR VROPROD1 402AVLOT100-499,600-899N
04 DNT=07-16-01 1246P EC=268 ST=PS RTE=00000400 WP=NWP RSL=000
NAR ATCSSM6A COS NOT MLT TESTABLE-PS
05 DNT=07-16-01 1247P EC=313 ST=TST RTE=00000313 WP=SCR RSL=
NAR PFERRIG PATTY PERRIGO 800-720-4824 X53910
06 DNT=07-16-01 112P EC=313 ST=CCA RTE=00000313 WP=CRI RSL=
NAR PFERRIG
07 DNT=07-16-01 112P EC=313 ST=CLO RTE=00000313 WP=NWP RSL=
NAR PFERRIG C/R SUSAN HAD RINGER TURND DOWN-IS OK NOW GTNG CLS IN-CLSD

4 07-16-01 1239P 0 07-16-01 112P 07-16-01 213P 0 0 313 0 404 1310 230
LN - KIEFFER, SUSAN CAT 1
01 DTR=07-16-01 1239P COM=07-17-01 700P RSA=888 O/S-Y EXC=N

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CALLED-NO= - - CATEGORY=1 VER=LU CVER=
NAR CBC OOS CBC -VRU
NAR A B 6053479566
02 DNT=07-16-01 1239P EC=888 ST=PSM RTE=00000000 WP=NWP RSL=LU
NAR VROPROD1
03 DNT=07-16-01 1244P EC=299 ST=PSH RTE=00000299 WP=NWP RSL=LU
NAR VROPROD1 402AVLOT100-499,600-899N
04 DNT=07-16-01 1246P EC=268 ST=PS RTE=00000400 WP=NWP RSL=000
NAR ATCSSM6A COS NOT MLT TESTABLE-PS
05 DNT=07-16-01 1247P EC=313 ST=TST RTE=00000313 WP=SCR RSL=
NAR PFERRIG PATTY PERRIGO 800-720-4824 X53910
06 DNT=07-16-01 112P EC=313 ST=CCA RTE=00000313 WP=CRI RSL=
NAR PFERRIG
07 DNT=07-16-01 112P EC=313 ST=CLO RTE=00000313 WP=NWP RSL=
NAR PFERRIG C/R SUSAN HAD RINGER TURND DOWN-IS OK NOW GTNG CLS IN-CLSD

5 07-12-01 759A 0 07-12-01 410P 07-12-01 524P 312 309 0 100 404 474 310

*** CONTINUED ON NEXT PAGE ***

9-12-01
LN - KIEFFER, SUSAN CAT 1
01 DTR=07-12-01 759A COM=07-12-01 700P RSA=755 O/S-Y EXC=N
CALLED-NO= - - CATEGORY=1 VER=NT CVER=
NAR CBC OOS CBC RING TRIPS LB YARD YES
NAR A B RE RANDY 6053477532
02 DNT=07-12-01 759A EC=755 ST=PSM RTE=00000000 WP=NWP RSL=NT
NAR RCEPROD1
03 DNT=07-12-01 759A EC=299 ST=PSE RTE=00000299 WP=NWP RSL=NT
NAR RCEPROD1 402AVNTN
04 DNT=07-12-01 801A EC=261 ST=PS RTE=00000400 WP=NWP RSL=000
NAR ATCSSM6A COS VER NT NOT MLT TESTABLE/CBC-PS
05 DNT=07-12-01 1117A EC=312 ST=TST RTE=00000312 WP=SCR RSL=
NAR JXBEAVE JEREMY NE 800 720 4824X30564 SCH 1230-900
06 DNT=07-12-01 1123A EC=312 ST=PDO RTE=00000997 WP=TST RSL=100
NAR JXBEAVE UNABLE TST, ALIT=SHORT & GRND R-G, LB
07 DNT=07-12-01 1124A EC=312 ST=PDO RTE=00000312 WP=NWP RSL=100
NAR JXBEAVE UNABLE TST, ALIT=SHORT & GRND R-G, LB
08 DNT=07-12-01 1125A EC=007 ST=PRD RTE=00000309 WP=NWP RSL=
NAR GDS FREASSIGNED FOR WORK TODAY 07-12-01 1247P

*** CONTINUED ON NEXT PAGE ***

09 DNT=07-12-01 1125A EC=899 ST=DPO RTE=00000309 WP=NWP RSL=
NAR GDS JOB DISPATCHED BY DO 07-12-01 0418P
10 DNT=07-12-01 400P EC=899 ST=DPO RTE=00000309 WP=DO RSL=
NAR GDS DO-PROVIDED DISPATCH START TIME
11 DNT=07-12-01 410P EC=309 ST=CNA RTE=00000899 WP=CRO RSL=
NAR GDS SCREEN = DOCTC
12 DNT=07-12-01 410P EC=899 ST=CLO RTE=00000899 WP=NWP RSL=
NAR GDS REPL. REF. 5 /CTTN64528

6 09-18-00 819A 0 09-18-00 415P 09-18-00 524P 228 309 0 900 300 910 600
LN - KIEFFER, SUSAN CAT 1
01 DTR=09-18-00 819A COM=09-18-00 600P RSA=888 O/S=N EXC=N
CALLED-NO= - - CATEGORY=1 VER=LU CVER=
NAR TRAN NSY/T SOME PHS -VRU
NAR A B 0000000000
02 DNT=09-18-00 819A EC=888 ST=PSM RTE=00000000 WP=NWP RSL=LU
NAR VROPROD1

*** CONTINUED ON NEXT PAGE ***

03 DNT=09-18-00 820A EC=299 ST=PSH RTE=00000299 WP=NWP RSL=LU
NAR VROPROD1 403AVLOT100-499,600-899N
04 DNT=09-18-00 824A EC=256 ST=PS RTE=00000310 WP=NWP RSL=000
NAR ATCSSM6A NOT MLT TESTABLE-PS
05 DNT=09-18-00 838A EC=228 ST=TST RTE=00000228 WP=SCR RSL=
NAR DSBARRE DOTTIE S15 235-3893
06 DNT=09-18-00 840A EC=228 ST=PDO RTE=00000997 WP=TST RSL=900
NAR DSBARRE CNT TST PG/PRG OK/SUB CHKG CPE/HS URM/CHK FR NOISE ONLINE
07 DNT=09-18-00 846A EC=228 ST=PDO RTE=00000228 WP=NWP RSL=900
NAR DSBARRE CNT TST PG/PRG OK/SUB CHKG CPE/HS URM/CHK FR NOISE ONLINE
08 DNT=09-18-00 848A EC=068 ST=PRD RTE=00000309 WP=NWP RSL=
NAR GDS PREASSIGNED FOR WORK TODAY 09-18-00 0115P
09 DNT=09-18-00 848A EC=899 ST=DPO RTE=00000309 WP=NWP RSL=
NAR GDS JOB DISPATCHED BY DO 09-18-00 0414P
10 DNT=09-18-00 414P EC=899 ST=DPO RTE=00000309 WP=DO RSL=
NAR GDS DO-PROVIDED DISPATCH START TIME
11 DNT=09-18-00 415P EC=309 ST=CCA RTE=00000899 WP=CRO RSL=
NAR GDS SCREEN = DOCTC
12 DNT=09-18-00 415P EC=899 ST=CLO RTE=00000899 WP=NWP RSL=

*** CONTINUED ON NEXT PAGE ***

NAR GDS TOK-LEFT MESSAGE /CTTN31750

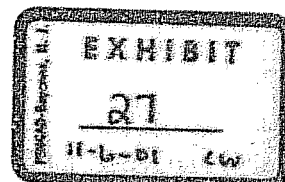
7 09-10-00 1200P 0 09-11-00 125P 09-11-00 303P 238 317 0 100 200 910 600
LN - KIEFFER, SUSAN CAT 1
01 DTR=09-10-00 1200P COM=09-11-00 600P RSA=536 O/S=Y EXC=N
CALLED-NO= - - CATEGORY=1 VER=NT CVER=
NAR CCO GCO ALPHS ALCLS LB YARD YES RE RANDY
NAR A B 6053477532
02 DNT=09-10-00 1200P EC=536 ST=PSM RTE=00000000 WP=NWP RSL=NT
NAR RCEPROD1
03 DNT=09-10-00 1204P EC=299 ST=PSH RTE=00000299 WP=NWP RSL=NT
NAR RCEPROD1 403AVNTN
04 DNT=09-10-00 1204P EC=268 ST=PS RTE=00000210 WP=NWP RSL=000
NAR ATCSSM6A VER NT NOT MLT TESTABLE/CCO-PS
05 DNT=09-10-00 1211P EC=238 ST=TST RTE=00000238 WP=SCR RSL=
NAR ASCHAEF EILEEN 5152353906

Cremer, Karen

CT99-002 & TC98-176

Subject:

FW: your docket before the Public Utilities Commission



Original Message

From: Randy Kieffer (mailto:rkieffer@mato.com)

Date: Tuesday, June 26, 2001 6:54 PM

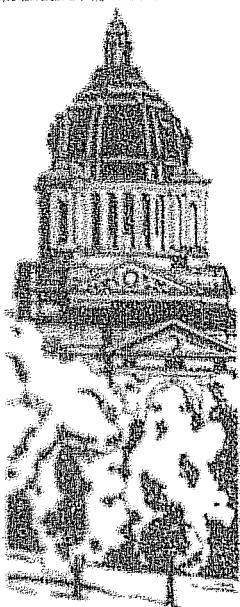
To: Karen.Cremer@state.sd.us

Subject: Re: your docket before the Public Utilities Commission

Please submit this to the Commission: Yes the telephone works. We have had very little trouble with it this past year only because the trouble shooter that the phone company has knows what he is doing. Anyone else they send out does not know what they are doing. As to any features for this line, we are years behind, no caller ID, computer service for the Internet is slow, etc. With modern technology now days available, this is still a sorry excuse for phone service. Additionally, I have to have Cellular phone service to make sure I have a back up for when the phone does go out for work purposes and to carry on daily business. Who pays for this??? Many times when the phone goes out on the weekends, can't get a repairman out here and what a nightmare to get ahold of someone to call in the repair order. There are monetary issues involved here and I expect the Commission to make a ruling on the monetary issues regarding this case. If they can't get us a updated phone system out here, then they can approve the monetary money requested for cell phone, aggravation and etc. Please respond. Randy Kieffer

7532

Post-it® Fax Note	7671	Date	7/24/01	# of pages	2
To	Calvin Sewell	From	300UC		
Co./Dept		Co.			
Phone #		Phone #			
Fax #	855-339-5390	Fax #			



South Dakota Public Utilities Commission

State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070



January 9, 2002

Thomas J. Welk
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Customer Hotline
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TTY Through
Relay South Dakota
1-800-877-1113

Internet Website
www.state.sd.us/puc/

*
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Vice-Chairman

Debra Elofson
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Sue Cichos
Karen E. Cremer
Christopher W. Down
Terry Emerson
Michelle M. Farris
Marlette Fischbach
Heather K. Forney
Kelly D. Frazier
Mary Giddings
Mary Healy
Lisa Hull
Dave Jacobson
Amy Kayser
Jennifer Kirk
Bob Knudle
Betsine Kolbo
Charlene Lund
Gregory A. Rislov
Keith Senger
Kelayne Ailis Wiest

RE: DOCKET TC98-176 and DOCKET CT99-002
REQUEST FOR INFORMATION

Dear Mr. Welk:

The above-enumerated dockets relate to service quality complaints of Randy Kieffer, a rural Sturgis, South Dakota, customer of Qwest. The November 6, 2001, complaint hearing in Sturgis generated questions by Commissioner Nelson which are found on pages 56-63 of the hearing transcript, regarding the cost to upgrade Mr. Kieffer's service. Qwest, before answering those questions, requested that the commission provide more specific information about the type of upgrade desired. Commissioner Nelson made the following upgrade-related remarks Qwest witness Colleen Sevold was on the witness stand:

Tr. 62-63 " Well, I guess I'd have to have it engineered for class service and see comparable -- not necessarily DSL but reasonable computer access. And, I mean, what are the options? Option A could include DSL and Option B could include copper pairs and something else could include the fiber in the ground. There are lots of options here. What choices does Mr. Kieffer or do we have in looking at 700 people in South Dakota right now that are on what most people in the industry today say are outdated systems and difficult to repair and hard to get parts for?"

I believe this transcript excerpt is a fair characterization of the type of information Commissioner Nelson wishes to receive from Qwest. It is clear that Commissioner Nelson is interested in estimated costs of extending CLASS services and higher data speeds to Mr. Kieffer. I realize the mileage between Mr. Kieffer's residence and the central office may make it difficult to assure a minimum data rate with some technologies. I also realize that Commissioner Nelson is interested in a long-term solution, but at the same time is concerned about costs.

With the above in mind, I have the following questions:

1. What is the solution Qwest would choose to provide CLASS services and an improved data rate to Mr. Kieffer? What is the general cost?
2. Why, in general, would Qwest choose the solution listed in (1)?
3. What is the least cost alternative to provide Mr. Kieffer with CLASS services and improved data rates? What does Qwest estimate Mr. Kieffer's data rate would be with this alternative?

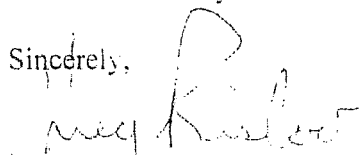
4. How do the solutions in (1) and (3) compare to state-of-the-art, new technology deployment to other Qwest residential customers? Can they be considered long-term solutions for providing Mr. Kieffer with a continuing opportunity to receive state-of-the-art services?
5. Does either of the above solutions employ fiber as the predominant carrier? If no, why is fiber unnecessary to assure Mr. Kieffer a long-term solution and what are the reasons for not using fiber? If cost is one, provide a general estimate of the cost of installing fiber as the predominant carrier.
6. If Qwest upgrades Mr. Kieffer's service with any of the solutions listed above, is it reasonable to expect other customers who reside between the central office and Mr. Kieffer would also have services upgraded? If not, why not? If so, how many customers would be affected?

Given the engineering complexity inherent in designing a telecommunications system and the array of technological alternatives, you may have questions about this request. Please notify me in writing if that is the case.

Commissioner Nelson asked the following system repair and upgrade questions which also require a response:

1. Tr. 44. "When you're replacing like the repeater cards are those brand new repeater cards or would they be salvaged from some other old Anaconda system?"
2. Tr. 56. "I'd be interested in finding out if you could check your records and find out if any of the other people on the system have complained."
3. Tr. 58. "But you can verify if you can buy parts for Anaconda systems now. . ."

Sincerely,



Greg Rislov, Commission Advisor
SDPUC

C: Colleen Sevold, Qwest
Rolayne Wiest, SDPUC Commission Counsel
Randy Kieffer
Karen Cremer, Commission Staff

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J.W. Greenfield 101 North Phillips
John S. Murphy 101 North Phillips
John R. McDowell 101 North Phillips

January 15, 2002

RECEIVED

JAN 17 2002

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Mr. Gregory Rislov, Commission Advisor
Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501

Re: In the Matter of the Complaints Filed by Randy Kieffer, Sturgis, South Dakota, against
US WEST Communications, Inc. Regarding Service Problems
(TC 99-002 and CT 99-002)
Our File No. 2104.013

Dear Mr. Rislov:

This letter will acknowledge receipt of your letter dated January 9, 2002 in this docket. I transmitted your letter to the appropriate people within Qwest, including the engineering staff. Qwest is undertaking the process to answer the questions and to do the engineering studies requested. We would intend to submit the answers to the questions by March 1, 2002 in that it will take some time to do the engineering studies requested. Please let me know if you have any questions.

Sincerely yours,

BOYCE, MURPHY, MCDOWELL
& GREENFIELD, L.L.P.

Thomas J. Welk

TJW/vjj

cc: Larry Toll
Colleen Sevold
Rolayne Wiest
Randy Kieffer
Karen Cremer

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J.W. Boyce (1884-1915)
John S. Murphy (1914-1966)
John R. McDowell (1916-1996)

March 1, 2002

VIA FACSIMILE - 605-773-3809

Mr. Gregory Rislov, Commission Advisor
Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

FAX Received MAR 01 2002

Re: In the Matter of the Complaints Filed by Randy Kieffer, Sturgis, South Dakota, against US WEST Communications, Inc. Regarding Service Problems
(TC 98-176 and CT 99-002)
Our File No. 2104.013

Dear Mr. Rislov:

This letter is in response to your letter January 9, 2002 in this docket.

1. **What is the solution Qwest would choose to provide CLASS services and an improved data rate to Mr. Kieffer? What is the general cost?**

The Go Digital carrier system is the appropriate size for a small application (i.e. the feeder route serving Mr. Kieffer). The approximate cost of this system for a Kieffer feeder route deployment is \$32,300. The cost of \$32,300 assumes no extraordinary circumstances with deployment (i.e. bad weather, or added feeder structure associated with unexpected design requirements). CLASS functionality and continued basic rate voice grade service with a possibility of increased data connect rate are likely results of a Go Digital carrier deployment.

2. **Why in general, would Qwest choose the solution listed in (1)?**

Although Qwest does not believe it necessary to replace the working analog carrier currently serving Mr. Kieffer, Qwest would choose the solution noted in Question 1 because it is the most cost effective solution.

3. **What is the least cost alternative to provide Mr. Kieffer with CLASS services and improved data rates? What does Qwest estimate Mr. Kieffer's data rate would be with this alternative?**

See Response to Question 1. Connect rate is not guaranteed on voice grade access nor is CLASS a requirement of basic service. However, with the Go Digital System, Mr. Kieffer's data rate could go as high as 28.8kbps and CLASS functionality would be included in the feature package. Transmission speeds over the voice grade network are dependent upon numerous factors (e.g., loop length, customer equipment, customer inside wiring, modem vintage, as well as the Internet Service Provider's ("ISP's") transmit and receive equipment). Because Qwest cannot ensure a customer's environment, their equipment or ISP choices, nor anticipate the ISP's accompanying equipment choices and design considerations, Qwest cannot assure transmission connect rate.

- 4. How do the solutions in (1) and (3) compare to state of the art new technology deployment to other Qwest residential customers? Can they be considered long-term solutions for providing Mr. Kieffer with a continuing opportunity to receive state of the art services?**

The Go Digital System is a carrier technology used by Qwest which is designed for customer applications beyond 18,000 feet. Analog as well as Go Digital carrier are acceptable Qwest equipment alternative choices for small applications. Both systems are currently deployed as long-term solutions within the Qwest territory. The Go Digital equipment would continue to facilitate acceptable voice grade service consistent with FCC guidelines and the present analog carrier serving arrangement. Go Digital enables CLASS services and may improve connect rate based on the elements stated in response #3. Mr. Kieffer resides approximately 26 cable sheath miles outside of the Sturgis central office. The majority of customers in South Dakota are within 5000 feet of the serving central office and can best be served on copper facilities, which also provide adequate voice grade service

- 5. Does either of the above solutions employ fiber as the predominant carrier? If no, why is fiber unnecessary to assure Mr. Kieffer a long-term solution and what are the reasons for not using fiber? If cost is one, provide a general estimate of the cost of installing fiber as the predominant carrier.**

No. Fiber was analyzed as a potential alternative to upgrade the route serving Mr. Kieffer. Given the results of that analysis, fiber would not be recommended for deployment as a replacement for the copper feeder currently serving the analog carrier system used to provide service to Mr. Kieffer. The cost associated with fiber deployment serving a limited numbers of customers (i.e., five subscribers), precludes investment in a fiber solution in the Kieffer feeder route application. The estimated cost for fiber deployment to serve the route Mr. Kieffer is located on is \$1.5 million. If the analog carrier system currently serving Mr. Kieffer were in need of replacement the copper feeder facility that the Kieffer analog carrier is attached to would provide the necessary pairs to deploy a Go Digital replacement solution, thereby avoiding fiber placement at \$1.5 million

- 6. If Qwest upgrades Mr. Kieffer's service with any of the solutions listed above, is it reasonable to expect other customers who reside between the central office and Mr. Kieffer would also have services upgraded? If not why not? If so, how many customers would be affected?**

No. Only those customers currently working on Anaconda System 22, which include lines for Randy and Susan Kieffer would benefit from the installation of this Go Digital System. There are currently a total of five customers on Anaconda System 22, which include the two lines identified in Mr. Kieffer's formal complaint. Although there are several Anaconda systems along the feeder route serving the Kieffer's, the solution mentioned in Question 1 deals only with System 22. The \$32,300 is specific to the replacement of the analog carrier system serving Randy Kieffer, Susan Kieffer and the three other customers on System 22. Upgrades to the other Anaconda systems along the same feeder route serving Mr. Kieffer would add additional capital costs to the \$32,300 and, due to copper pair deficiency, would require the placement of new technology with costs estimated to be between \$250,000 and \$1.6 million.

Commissioner Nelson's Questions:

- 1. When you're replacing like the repeater cards are those brand new repeater cards or would they be salvaged from some other old Anaconda System?**

The cards used are neither new nor salvaged. The Qwest process is to remove defective cards, tag those defective cards and send them to a company for refurbishing. Once reconditioned/refurbished, the cards are redistributed back into the field for use. Refurbished cards are used throughout the Qwest serving area, including South Dakota.

- 2. I'd be interested in finding out if you could check your records and find out if any of the other people on the system have complained"**

Our findings indicate that there are currently a total of five customers on the Anaconda system serving Mr. Kieffer, (Kieffer included). The following is the most current information on trouble history for each customer.

Customer 1 last reported trouble on 1/23/01. The customer's line was tested resulting in no trouble found. The results were verified with the customer and no further trouble reports have been received.

Customer 2 last reported trouble on 12/11/01. In this instance, trouble was found on the Qwest outside plant and the channel card was replaced. No further trouble has been reported on this line.

Customer 3 last reported trouble on 6/18/01. The trouble was isolated to the customer's inside wiring, not Qwest outside plant serving the customer. The situation was verified with the customer and the ticket was closed.

Customer 4, Susan Kieffer, last reported trouble on 11/29/01. Trouble was found in the Anaconda system and the channel card was replaced. No further trouble has been reported.

Customer 5, Randy Kieffer, last reported trouble on 8/23/01. The line was tested and no trouble was found. A voice message was left on Mr. Kieffer's answering machine confirming that the line was found and tested satisfactorily. Mr. Kieffer did not respond to the voice message.

3. But you can verify if you can buy parts of Anaconda systems now.

The "parts" of the existing systems consist of the housing for the system and the line cards. While both are no longer manufactured, the line cards for these systems are reconditioned, placed back into inventory and re-deployed as needed to maintain service throughout the Qwest serving area, including South Dakota.

If Qwest were to proceed with a "change out" of the current analog carrier with digital carrier for the route that provides service to Mr. Kieffer, Qwest would be changing out a working system which complies with industry standards for voice grade service. Industry Standard (FCC DOC. 97-420/Bellcore) defines Basic Service, as voice frequency (300 to 3400Hz) analog access to the public switched network. Voice grade lines are not engineered based on connect rate expectations nor is connect rate guaranteed on voice grade lines irrespective of whether dial tone is facilitated on an analog or digital basis. Guaranteed connect rate over voice grade access is not a requirement of voice grade service in the United States, South Dakota or the other 13 states that Qwest is franchised to provide local voice grade service. Similarly, CLASS functionality is not a requirement of or implicit in FCC voice grade access definition. See Federal-State Joint Board on Universal Service, *Fourth Order on Reconsideration*, CC Docket No. 96-45, *Report and Order*, CC Docket Nos. 96-45, 96-262, 94-1, 91-213, 95-72, FCC 97-420, (rel. December 30, 1997).

In a further effort to investigate this matter through objective testing, Qwest tested Mr. Kieffer's line on January 30, 2002 and again on February 26, 2002. The attached line test results indicate that the Anaconda System serving Mr. Kieffer as well as Susan Kieffer meet the accepted criteria of the IEEE Standard Telephone Loop Performance Characteristics, Document 820-1984. This document can be accessed from the American National Standards Institute (ANSI) website, www.ansi.org

Qwest's position is that any replacement costs ordered would be subject to cost recovery under SDCL 49-31-98.

I am assuming that this letter will be placed in the administrative record of this docket.

Sincerely yours,

BOYCE MURPHY, MCDOWELL
& GREENFIELD, L.L.P.



Thomas J. Welk

TJW/vjj

cc: Larry Toll
Colleen Sevoid
Rolayne Wiest
Randy Kieffer
Karen Cremer

Sturgis, SD
Anaconda System # 22
Channel # 6 (605) 347-7532
Channel # 7 (605) 347-9566
Tested January 30, 2002

Listed below are the line test results performed on Anaconda System # 22 Channels # 6 & 7. The results of these tests indicate that the channels in question meet the generally accepted criteria for POTS.

Channel # 6 (605) 347-7532 Randy Kieffer / Channel # 7 (605) 347-9566 Susan Kieffer

Drop readings showed. These readings indicate Balanced lines

100 Meg Tip - Ring

100 Meg Ring - Grd.

100 Meg Tip - Grd.

<u>PARAMETER</u>	<u>ACCEPTABLE</u>	<u>AC Test</u>	
		<u>MARGINAL</u>	<u>UNACCEPTABLE</u>
Loop Current ma	>-23	>-20 <-23	<-20
Circuit Loss dB	<-8.5		>-8.5
Circuit Noise dB	< 20	> 20 < 30	> 30

Channel # 6 (605) 347-7532

Loop Current ma - 25.9 ma DC

Circuit Loss dB - 2.7 dB

Circuit Noise dB - 6.8 dB

Channel # 7 (605) 347-9566

Loop Current ma - 25.5 ma DC

Circuit Loss dB - 2.8 dB

Circuit Noise dB - 17.7 dB

Anaconda System # 22
Channel # 6 (605) 347-7532
Tested February 26, 2002

Channel # 6 (605) 347-7532

Loop Current ma - 26.2 ma DC

Circuit Loss dB - 2.9 dB

Circuit Noise dB - 4.5 dB

Channel # 7 (605) 347-9566

Loop Current ma - 26.1 ma DC

Circuit Loss dB - 2.2 dB

Circuit Noise dB - 17.6 dB

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

March 6, 2003

MAR 12 2003

Pam Bonrud, Executive Director
Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Re: In the Matter of the Complaints Filed by Randy Kieffer, Sturgis, South Dakota, against U S
WEST Communications, Inc. (TC 98-176 and CT99-002)
Our File No. 2104.013

Dear Ms. Bonrud:

Enclosed please find the original and ten (10) copies of the Motion to Close Dockets, Affidavit of
Colleen Sevold and Certificate of Service. By copy of this letter I am serving the same on Mr.
Kieffer and Ms. Cremer.

Sincerely yours,

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

Tom Welk

Thomas J. Welk

TJW/vjj
Enclosures

cc: Colleen Sevold (w/enc.)
Randy Kieffer (w/enc.)
Karen Cremer (w/enc.)

RECEIVED

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

MAY 7 2003

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

IN THE MATTER OF THE COMPLAINT
FILED BY RANDY KIEFFER, STURGIS,
SOUTH DAKOTA, AGAINST U S WEST
COMMUNICATIONS, INC. REGARDING
TELEPHONE SERVICE OUTAGES AND
INADEQUATE SERVICE

TC 98-176

IN THE MATTER OF THE COMPLAINT
FILED BY RANDY KIEFFER, STURGIS,
SOUTH DAKOTA, AGAINST U S WEST
COMMUNICATIONS, INC. REGARDING
SERVICE PROBLEMS

CT 99-002

MOTION TO CLOSE DOCKETS

Qwest Corporation ("Qwest"), f/k/a U S WEST Communications, Inc., moves the Public Utilities Commission of the State of South Dakota ("Commission") to close both of these dockets. Docket TC98-176 was commenced by the filing of a complaint by Mr. Kieffer on or about September 21, 1998. The second complaint was filed on March 19, 1999. An evidentiary hearing was held by the Commission on the first complaint on December 15, 1998. The Commission by an order entered on April 18, 1999 consolidated the first and the second complaints. Additional evidentiary hearings were held on the consolidated complaints on June 2, 1999 and November 6, 2001.

Qwest has on several occasions submitted information to the Commission and the Staff regarding questions raised at the hearings. The last submission made by Qwest was on March 1, 2002 in response to Greg Rislov, Commission advisor. Since the submission made by Qwest on March 1, 2002 no further action has been taken on this matter.

Qwest, however, has recently reviewed its records regarding reported outages. According to the attached affidavit of Colleen Sebold, manager of policy and law

the records of Qwest reveal that telephone number 347-7532 had its last reported outage on August 21, 2001 and telephone number 347-9566 had its last reported outage on November 29, 2001.

In view of the facts and circumstances surrounding this matter, Qwest respectfully requests that these dockets be closed and the complaints be dismissed or alternatively that the Commission enter a decision in this case.

DATED this 6th day of March, 2003.



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

Attorneys for Qwest Corporation

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

RECEIVED

MAR 7 2003

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

IN THE MATTER OF THE COMPLAINT
FILED BY RANDY KIEFFER, STURGIS,
SOUTH DAKOTA, AGAINST U S WEST
COMMUNICATIONS, INC. REGARDING
TELEPHONE SERVICE OUTAGES AND
INADEQUATE SERVICE

TC 98-176

IN THE MATTER OF THE COMPLAINT
FILED BY RANDY KIEFFER, STURGIS,
SOUTH DAKOTA, AGAINST U S WEST
COMMUNICATIONS, INC. REGARDING
SERVICE PROBLEMS

CT 99-002

AFFIDAVIT OF COLLEEN SEVOLD

STATE OF SOUTH DAKOTA)

:SS

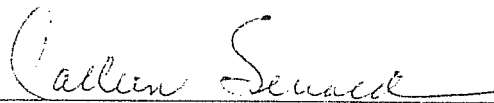
COUNTY OF MINNEHAHA)

I, Colleen Sevold, being duly sworn, depose and state:

1. I am the manager of policy and law for Qwest Corporation.

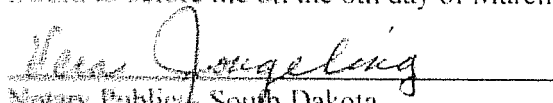
2. According to the latest repair records the telephone number 347-7532 (Kieffer's home phone number) had its last reported outage on August 23, 2001 and telephone number 347-9566 (Paul Kieffer) had its last reported outage on November 29, 2001.

DATED this 6th day of March, 2003.



Colleen Sevold
Manager of Policy and Law
Qwest Corporation

Sworn to before me on the 6th day of March, 2003.



Notary Public - South Dakota

My commission expires: 8/16/04

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

RECEIVED

IN THE MATTER OF THE COMPLAINT
FILED BY RANDY KIEFFER, STURGIS,
SOUTH DAKOTA, AGAINST U S WEST
COMMUNICATIONS, INC. REGARDING
TELEPHONE SERVICE OUTAGES AND
INADEQUATE SERVICE

SOUTH
UTILITIES

TC 98-176

IN THE MATTER OF THE COMPLAINT
FILED BY RANDY KIEFFER, STURGIS,
SOUTH DAKOTA, AGAINST U S WEST
COMMUNICATIONS, INC. REGARDING
SERVICE PROBLEMS

CT 99-002

CERTIFICATE OF SERVICE

I, Thomas J. Welk, do hereby certify that I am a member of the law firm of Boyce, Greenfield, Pashby & Welk, L.L.P., and on the 6th day of March, 2003, true and correct copies of the Motion to Close Docket and Affidavit of Colleen Sevold were sent via US mail, postage prepaid, to the following:

Randy Kieffer
HC 77, Box 260
Sturgis, SD 57785

Karen Cremer
Public Utilities Commission
500 Capitol Avenue
Pierre, SD 57501



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

Attorneys for Qwest Corporation

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

IN THE MATTER OF THE COMPLAINT)	ORDER DISMISSING
FILED BY RANDY KIEFFER, STURGIS,)	COMPLAINT AND CLOSING
SOUTH DAKOTA, AGAINST U S WEST)	DOCKET
COMMUNICATIONS, INC. REGARDING)	
TELEPHONE SERVICE OUTAGES AND)	TC98-176
INADEQUATE SERVICE)	

On September 21, 1998, the Public Utilities Commission (Commission) received a Complaint from Randy Kieffer, Sturgis, South Dakota (Complainant), against U S WEST Communications, Inc. (U S WEST), alleging telephone service problems, slow response by U S WEST and inconvenience suffered as a result of these problems. Complainant seeks monetary damages and other remedial action from the Commission.

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 October 15, 1998, at its duly noticed ad hoc meeting, the Commission reviewed the complaint. The Commission voted unanimously to find probable cause.

A hearing in this matter was held on December 15, 1998. Another hearing was held on June 2, 1999. At its September 7, 2001, meeting, Mr. Kieffer stated that he was continuing to experience outages and requested another hearing. A hearing was held on November 6, 2001. On March 7, 2003, the Commission received an affidavit of Colleen Sevold and a motion to close the docket from Qwest.

The Commission has jurisdiction in this matter pursuant to SDCL Chapters 1-26, 49-13, including 49-13-1 through 49-13-27, inclusive, and SDCL Chapter 49-31, including 49-31-3, 49-31-7, 49-31-7.1, 49-31-7.2, 49-31-10, 49-31-11, 49-31-38, 49-31-38.1, 49-31-38.2, 49-31-38.3 and ARSD 20:10:01:07.01 through 20:10:01:15.01, inclusive. The Commission may rely upon any or all of these or other laws of this state in making its determination.

On May 6, 2003, at a regularly scheduled meeting, the Commission considered this matter. Upon recommendation of Commission Staff, the Commission voted to dismiss the complaint and close the docket. It is therefore

ORDERED, that the complaint shall be dismissed, without prejudice, and the docket closed.

Dated at Pierre, South Dakota, this 16th day of May, 2003

CERTIFICATE OF SERVICE

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

By: Dulaine Kalbo

Date: 5/19/03

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION

Robert K. Sahr
ROBERT K. SAHR, Chairman

Gary Hanson
GARY HANSON, Commissioner

James A. Burg
JAMES A. BURG, Commissioner