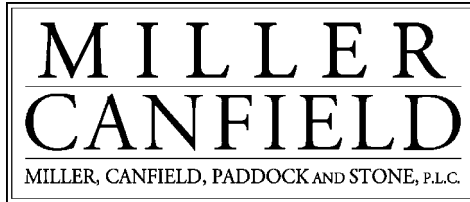


Founded in 1852
by Sidney Davy Miller



MICHIGAN: Ann Arbor
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MICHAEL C. RAMPE
TEL: (517) 483-4941
FAX: (517) 374-6304
E-MAIL: rampe@millercanfield.com

One Michigan Avenue, Suite 900
Lansing, Michigan 48933
TEL: (517) 487-2070
FAX: (517) 374-6304
www.millercanfield.com

May 10, 2006

Mary Jo Kunkle
Executive Secretary
Michigan Public Service Commission
6545 Mercantile Way
P O Box 31221
Lansing, MI 48990-7504

Re: In the Matter of Petition for Arbitration of
Winn Telephone Company d/b/a Winn Telecom
for a Reciprocal Compensation Agreement
with LDMI Telecommunications, Inc.,
pursuant to Section 305 of the Michigan
Telecommunications Act. MPSC Case No. U-14887

Dear Ms. Kunkle:

Enclosed for filing in the above matter are Petition for Arbitration, along with the Affidavit of Larry G. Neepier and one copy of Confidential Attachment 3 to Mr. Neepier's Affidavit. The Confidential Attachment is being filed in accordance with § 210 of the Michigan Telecommunications Act. If it is believed that the items contained in this sealed envelope are not protected pursuant to § 210, please advise the undersigned immediately. Also enclosed is a Proof of Service. Thank you for your assistance.

Very truly yours,

MILLER, CANFIELD, PADDOCK AND STONE

Michael C.
Rampe

Michael C. Rampe

Digitally signed by Michael C.
Rampe
DN: CN = Michael C. Rampe, C =
US, O = Miller Canfield
Date: 2006.05.10 13:34:46 -0400

MCR/edl
Enclosures

DISCLOSURE UNDER TREASURY CIRCULAR 230: The United States Federal tax advice contained in this document and its attachments, if any, may not be used or referred to in the promoting, marketing or recommending of any entity, investment plan or arrangement, nor is such advice intended or written to be used, and may not be used, by a taxpayer for the purpose of avoiding Federal tax penalties. Advice that complies with Treasury Circular 230's "covered opinion" requirements (and thus, may be relied on to avoid tax penalties) may be obtained by contacting the author of this document.

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the Matter of Petition for Arbitration of	)	
Winn Telephone Company d/b/a Winn Telecom	)	Case No. U-14887
for a Reciprocal Compensation Agreement	)	
with LDMI Telecommunications, Inc.,	)	
pursuant to Section 305 of the Michigan	)	
Telecommunications Act.	)	
_____	)	

PETITION FOR ARBITRATION

Winn Telephone Company d/b/a Winn Telecom (Winn Telecom), through its attorneys, Miller, Canfield, Paddock and Stone, PLC, pursuant to § 305a(5) of the Michigan Telecommunications Act (MTA), MCL 484.2305a(5), files this Petition for Arbitration seeking resolution of certain disputed issues arising between Winn Telecom and LDMI Telecommunications, Inc. (LDMI) in their negotiation of a reciprocal compensation agreement. In support of this Petition, Winn Telecom states as follows:

INTRODUCTION

1. Winn Telecom is a facilities-based provider of, among other services, local exchange, exchange access, and local call termination. Winn Telecom has offices located at 2766 Blanchard Road, P. O. Box 367, Winn, Michigan 48896-0367, and 402 N. Mission Street, Mt. Pleasant, Michigan 48858-1826. Winn Telecom operates as a competitive local exchange carrier in numerous exchanges in accordance with the Commission's December 20, 2000 Order in Case No. U-12638, April 11, 2000 Order in Case No. U-12276, and October 11, 2001 Order in Case No. U-13020.

2. On information and belief, LDMI Telecommunications, Inc. is a local exchange carrier providing service to the public in Michigan, and has offices located at 6805 Route 202, New Hope, Pennsylvania, 18938, and 27777 Franklin Road, Southfield, Michigan, 48073.

3. Winn Telecom and LDMI have not previously had a reciprocal compensation agreement. The two companies began discussing the terms of a prospective interconnection agreement in February 2005, but those discussions did not produce an interconnection agreement between the parties.

4. After the amendment of the MTA by 2005 PA 235 in November 2005, on December 15, 2005, which added § 305a(5), Winn Telecom sent a letter to LDMI to initiate negotiations for a reciprocal compensation agreement pursuant to § 305a(5). The letter advised that, while negotiations were pending, Winn Telecom would charge reciprocal compensation to LDMI in the interim, pursuant to § 305a(5), its tariffed rate of \$0.0501848 per conversation minute for local transport and termination service (LTTS). The December 15 letter is Attachment 1 to the Affidavit of Larry Neeper, submitted in support of this Petition.

5. Since December 2005, Winn Telecom and LDMI have exchanged draft proposed reciprocal compensation agreements and arrived at a nearly complete reciprocal compensation agreement. However, the parties disagree about two issues, and Winn Telecom therefore applies to this Commission for resolution thereof.

JURISDICTION

6. One of the purposes of the MTA is to ensure effective review and disposition of disputes between telecommunication providers. MCL 484.2101(h). Section 201(1) states that the Commission has jurisdiction and authority to enforce the MTA. MCL 484.2201(1).

7. Section 305a of the MTA provides:

(5) A provider that originates an intrastate call subject to section 251(b)(5) of the telecommunications act of 1996, 47 USC 251, shall agree to establish a reciprocal compensation arrangement for the termination of those calls. Originating and terminating providers shall agree to begin negotiations no more than 30 days after the originating provider receives a request from a terminating provider to establish an arrangement. During the negotiation period, reciprocal compensation rates shall be assessed by the terminating carrier under an interim arrangement with the originating carrier. Originating and terminating providers shall use good faith efforts to conclude negotiations and finalize an agreement within a reasonable time period. [MCL 484.2305a(5).]

8. Section 305a(7) of the MTA states that the Commission “may resolve disputes under this section between originating and terminating providers related to negotiation of the reciprocal compensation agreement” MCL 484.2305a(7). Winn Telecom files this Petition in accordance with § 305a(7).

9. Accordingly, the Commission has jurisdiction over this dispute.

UNRESOLVED ISSUES

10. Winn Telecom and LDMI exchange traffic of the type governed by 47 USC 251(b)(5), and have used good faith efforts to finalize a reciprocal compensation

agreement. However, two open issues remain to be resolved before the parties may finalize a reciprocal compensation agreement. These issues are discussed below.

Issue One

11. Statement of Issue One: Should Winn Telecom's compensation for the LTTS that it provides to LDMI include months in which Winn Telecom terminates less than 10,000 minutes of LDMI's traffic?

Winn Telecom's Position: Yes. As a local exchange carrier, Winn Telecom is entitled to compensation for all LTTS services it provides, including for services it provides on traffic volumes less than 10,000 minutes per month. Winn Telecom proposes that the reciprocal compensation arrangement contain the following language:

A Party will pay the following rates for Local Traffic that originates on its network for termination on the network of the other Party:

LDMI shall pay a rate of \$0.0501848 per conversation minute, which is based on Winn Telecom's total service long run incremental cost (TSLRIC) to provide local transport and termination service.

Winn Telecom shall pay a rate based on LDMI's TSLRIC study approved by the MPSC or, in the alternative, the MPSC-approved SBC Michigan (now AT&T Michigan) or Verizon cost-based rates for transport and termination of Local Traffic.

LDMI's Position: LDMI's position, as Winn Telecom understands it, is that the parties should only compensate each other for LTTS when they are exchanging volumes in excess of 10,000 minutes per month. LDMI has proposed the following language:

The Parties agree that they shall bill and keep for Local Traffic provided that the neither Party is terminating in excess of 10,000 minutes per month that originates from the other Party. If either Party is terminating in excess of 10,000 minutes per month that originates from the other Party, then a Party will pay the following rates for Local Traffic that originates on its network for termination on the network of the other Party:

LDMI shall pay a rate of \$0.0501848 per conversation minute, which is based on Winn Telecom's total service long run incremental cost (TSLRIC) to provide local transport and termination service.

Winn Telecom shall pay a rate based on LDMI's TSLRIC study approved by the MPSC or, in the alternative, the MPSC-approved SBC Michigan (now AT&T Michigan) or Verizon cost-based rates for transport and termination of Local Traffic.

The underlined language indicates LDMI's proposed changes to Winn Telecom's language.

12. Section 352(1) states that a provider's rates for "termination of local traffic shall be at the provider's total service long run incremental cost of providing the service" (TSLRIC). MCL 484.2352(1). Accord, MCL 484.2321. Winn Telecom has a TSLRIC study, which the Commission approved on February 1, 2002 in Case No. U-13191, that supports its costs to provide LTTS to carriers like LDMI. The bill-and-keep arrangement that LDMI proposes for traffic volumes less than 10,000 minutes per month would prevent Winn Telecom from recovering its established costs of providing LTTS during months in which LDMI's traffic volumes did not reach the 10,000 minute threshold. Given that the MTA mandates that providers be able to recover their TSLRIC of providing traffic termination services to other carriers, LDMI's bill-and-keep proposal does not comply with the MTA.

13. The Commission has rejected bill-and-keep arrangements where they would prevent the recovery of the terminating carrier's costs:

Finally, pursuant to Section 321 of the MTA, a provider "shall not charge a rate for the service that is less than the total service long run incremental cost of providing the service." MCL 484.2321; MSA 22.1469(321). Thus, all local call termination (including EAS) whether with an ILEC or a CLEC *must*

permit recovery of associated costs and be available on a nondiscriminatory basis. [In re Request for Commission Approval of Interconnection Agreements between GTE North Inc and incumbent local exchange carriers, Case No. U-11580 (July 13, 1998), p 6 (emphasis added).]

14. In this case, the parties have agreed that Winn Telecom should charge a “rate of \$0.0501848 per conversation minute, which is based on Winn Telecom’s total service long run incremental cost (TSLRIC) to provide local transport and termination service.” The parties further agree that “Winn Telecom shall pay a rate based on LDMI’s TSLRIC study approved by the MPSC or, in the alternative, the MPSC-approved SBC Michigan (now AT&T Michigan) or Verizon cost-based rates for transport and termination of Local Traffic.” LDMI has advised that it would charge LTTS rates based on Verizon’s cost study.

15. Neither LDMI nor Winn Telecom typically terminate more than 10,000 minutes per month of the other’s local traffic. Thus, under LDMI’s proposed language, for most months, Winn Telecom would go uncompensated for the services that it provided to LDMI. In light of the fact that the MTA entitles companies to recover their costs for terminating local traffic, the Commission must accept Winn Telecom’s proposed language and reject LDMI’s.

Issue Two

16. Statement of Issue Two: Should the parties' reciprocal compensation agreement require LDMI to compensate Winn Telecom for LTTS services that it Winn Telecom previously provided to LDMI?

Winn Telecom's Position: Yes. Inclusion of a provision in an interconnection agreement that requires LDMI to compensate Winn Telecom for LTTS services that it previously provided to LDMI is an appropriate manner in which to resolve an outstanding dispute over amounts owed for services previously provided by Winn Telecom. Winn Telecom proposes that the reciprocal compensation arrangement contain the following language:

LDMI will also pay to Winn Telecom, within 30 days of the MPSC Order approving this Agreement, for all local call termination service that LDMI has received from Winn Telecom prior to December 15, 2005, and for which it has not already made payment, at the rates set forth in Michigan Exchange Carriers Association Tariff MPSC No. 23R.^[1]

LDMI's Position: LDMI's position, as Winn Telecom understands it, is to answer the question in the negative. LDMI would not include the above paragraph in the reciprocal compensation agreement.

17. As a local exchange carrier, federal law requires Winn Telecom to establish reciprocal compensation arrangements for the transport and termination of telecommunications. 47 USC 251(b)(5). Likewise, the MTA states that a local exchange carrier "shall establish a rate charge for other providers of basic local exchange service for the termination of local traffic on its network as provided under section 352." MCL 484.2359(1). Section 352, in turn, requires that reciprocal compensation rates be at TSLRIC.

¹ In the draft agreement language that Winn Telecom provided to LDMI made reference to "Winn Telephone Company's Tariff MPSC No. 10R." However, this reference was an inadvertent error, as Winn Telecom's LTTS rates are actually governed by MECA Tariff MPSC No. 23R

18. The Commission has held that, “the Michigan Act requires that a local call termination charge be levied on all providers that terminate local traffic on another provider’s network.” *In re Commission’s Own Motion to Establish Permanent Interconnection Arrangements Between Basic Local Exchange Service Providers*, Case No. U-10860 (September 12, 1996), p 15. The requirement applies even to small local exchange carriers. [T]hose companies are not excused for paying for services that they use.” *Id.*, p 17.

19. In accordance with the Federal and Michigan Telecommunications Acts, Winn Telecom established its reciprocal compensation rates for the termination of other local exchange carriers’ local traffic on Winn Telecom’s network pursuant to MECA Tariff MPSC No. 23R, Part VI, Sheet No. 1.33 (Attachment 2 to the Affidavit of Larry Neeper). The rate contained in the tariff for Winn Telecom’s termination of the originating carrier’s local traffic is based on Winn Telecom’s TSLRIC of providing the LTTS service, and is the same rate that would be contained in the parties’ reciprocal compensation agreement.

20. LDMI has taken LTTS from Winn Telecom since at least January of 2004. Pursuant to its tariffed LTTS rate, Winn Telecom submitted monthly invoices to LDMI for LTTS that LDMI used. Although LDMI has used Winn Telecom’s LTTS, it has not paid for these services when invoiced by Winn Telecom. LDMI has never contended that it has not used Winn Telecom’s LTTS, nor has LDMI ever indicated that it wishes not to receive LTTS from Winn Telecom. Instead, LDMI has refused payment because it insisted on a bill-and-keep arrangement during the months at issue. The total

amount of unpaid invoices that Winn Telecom has submitted to LDMI, for invoices dated November 2004 through January 2006, is approximately \$2,500 for LTTS, not including late payment charges. As noted above, Winn Telecom's LTTS rate was lawfully filed with the Commission, is enforceable against LDMI in accordance with § 359 of the MTA, and therefore LDMI is liable for all LTTS charges incurred under Winn Telecom's filed LTTS rate.

22. Accordingly, Winn Telecom requests that the Commission resolve this issue in its favor as well, and adopt Winn Telecom's proposed language.

RELIEF REQUESTED

Winn Telecom respectfully requests that the Commission arbitrate the disputed issues set forth herein in accordance with § 305a(5) of the Michigan Telecommunications Act, adopt Winn Telecom's positions on those issues as reasonable and in public interest, and require the parties to enter into a reciprocal compensation agreement that includes all of the terms agreed to during negotiations and as set forth in this Petition. Winn Telecom requests that the Commission arbitrate this case as it would a case arising under 47 USC §§ 251 and 252.

May 10, 2006

Respectfully submitted,

Michael C.
Rampe

Digitally signed by Michael C. Rampe
DN: CN = Michael C. Rampe, C =
US, O = Miller Canfield
Date: 2006.05.10 13:04:26 -04'00'

Harvey J. Messing (P23309)
Michael C. Rampe (P58189)
MILLER, CANFIELD, PADDOCK and STONE
One Michigan Avenue Suite 900
Lansing, MI 48933
(517) 483-4941

Attorneys for Winn Telephone Company d/b/a
Winn Telecom

LALIB:140589.1\130069-00003 05/10/06

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the Matter of Petition for Arbitration of)
Winn Telephone Company d/b/a Winn Telecom)
for a Reciprocal Compensation Agreement)
with LDMI Telecommunications, Inc.,)
pursuant to Section 305 of the Michigan)
Telecommunications Act.)
_____)

Case No. U- 14887

AFFIDAVIT OF LARRY NEEPER

I, Larry Neeper, being of lawful age and duly sworn, do hereby depose and state as follows:

1. My name is Larry Neeper. I am CLEC Manager of Winn Telephone Company d/b/a Winn Telecom (Winn Telecom). My business address is 402 N. Mission Street, Suite 1, Mt. Pleasant, Michigan, 48858.

2. The purpose of this Affidavit is to sponsor the following attached documents: (1) December 15, 2005 Letter from Winn Telecom to LDMI Telecommunications, Inc. (LDMI) requesting to negotiate a reciprocal compensation agreement; (2) the tariff sheet containing Winn Telecom's rate for local transport and termination services (LTTS) (3) LDMI's invoices for past due amounts for LTTS; (4) Correspondence from LDMI employees relating to past-due amounts for LTTS; and (5) Michigan Public Service Commission Order in Case No. U-13191 approving Winn Telephone Company's total service long run incremental cost (TSLRIC) study.

3. These attachments were prepared or complied by me or at my request.

4. I have personal knowledge of the facts contained in this Affidavit. If called as a witness, I can competently testify to the matters stated herein.

5. I have been personally involved in Winn Telecom's negotiations with LDMI Telecommunications, Inc. (LDMI) for a reciprocal compensation arrangement between the two companies. At my direction, Winn Telecom's attorneys sent a letter to LDMI requesting to negotiate a reciprocal compensation agreement on December 15, 2005. The letter is Attachment 1 to this Affidavit.

6. Winn Telephone Company provides local exchange service as an incumbent local exchange carrier (ILEC) in the Winn exchange, and as a competitive local exchange carrier (CLEC) in numerous exchanges throughout Michigan. Winn Telecom also provides LTTS to other local exchange carriers, including LDMI. LTTS is a service whereby local traffic originated by LDMI's customers is transported by Winn Telecom and terminated to Winn Telecom customers.

7. Winn Telephone Company's LTTS is governed by Michigan Exchange Carriers Association Tariff MPSC No. 23R. Part VI, Sheet 1.33 of the tariff contains Winn Telecom's rate for LTTS. Sheet 1.33 is Attachment 2. The rate contained in the tariff for Winn Telecom's termination of the originating carrier's local traffic is based on Winn Telecom's TSLRIC of providing LTTS.

8. Winn Telecom invoices other local exchange carriers for LTTS in accordance with its tariffed rate, unless it has an interconnection agreement with the other carrier. Winn Telecom does not have an interconnection agreement with LDMI, nor has it ever had such an agreement with LDMI.

9. LDMI paid invoiced charges based on Winn Telecom's tariffed LTTS rates between January 2004 and October 2004. LDMI stopped paying its charges in November 2004, when it ceased to pay for LTTS charges incurred in October 2004, and billed in

November 2004. Since that time, LDMI has taken LTTS service from Winn Telecom without paying for it.

10. LDMI's current arrearage for LTTS is approximately \$2,500. This amount does not include late payment charges.

11. I am not aware that LDMI has ever claimed not to have used Winn Telecom's LTTS, or that LDMI ever indicated that it would like Winn Telecom to cease providing LTTS to LDMI.

12. Confidential Attachment 3 consists of the monthly invoices for the unpaid amounts at issue. These invoices contain charges for the interstate access, intrastate access, and LTTS that Winn Telecom provided to LDMI. Winn Telecom rendered these invoices in the ordinary course of its business, and it renders similar invoices to other carriers each month. LDMI has paid without dispute all the charges for interstate and intrastate access indicated on these invoices, but has refused to pay for LTTS service. The LTTS charges are indicated on the first page of each invoice, under "usage charges," "local." I am requesting confidential treatment of this exhibit because it contains LDMI's account information, which LDMI might consider to be sensitive information. Note that while each invoice indicates a "balance forward" amount of \$0, LDMI has in fact carried a balance forward each month for unpaid LTTS charges since November 2004. The amounts at issue relate to Winn Telecom's provision of LTTS to LDMI in exchanges outside the Winn exchange, and thus charges for the termination of any local traffic of LDMI in the Winn exchange are not at issue.

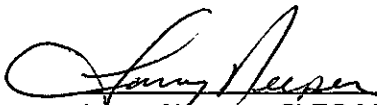
13. In correspondence to our company, Telitha Taylor, Jeff Sobel, and Amy Church of LDMI have stated that LDMI will not pay Winn Telecom the invoiced amounts

for LTTS because LDMI's position is that the two companies should exchange local traffic on a bill-and-keep basis. Attachment 4 consists of the above-mentioned correspondence from these individuals of LDMI. Winn Telecom may have received other, similarly worded letters, from LDMI that are not contained in this attachment. Winn Telecom has never agreed to exchange local traffic with LDMI on a bill-and-keep basis.

14. Winn Telecom has a cost study to support its LTTS rates, which the Commission approved in Case No. U-13191. The Commission's Order approving the cost study is Attachment 5.

Further, affiant sayeth not

I, Larry Neeper, declare under penalty of perjury that the statements in this Affidavit are true and correct to the best of my knowledge and belief.



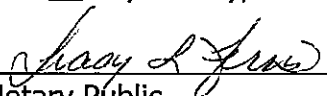
Larry Neeper, CLEC Manager
Winn Telephone Company, d/b/a Winn Telecom

Executed the __ day of May, 2006

STATE OF MICHIGAN
COUNTY OF ISABELLA

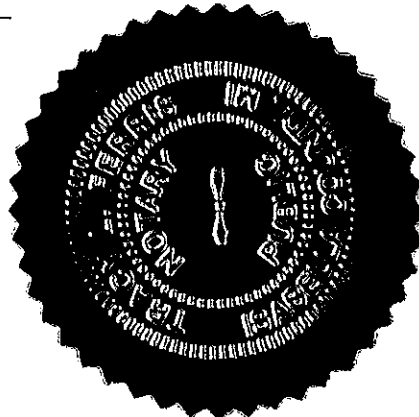
Subscribed and sworn to before me

This 3 day of May, 2006



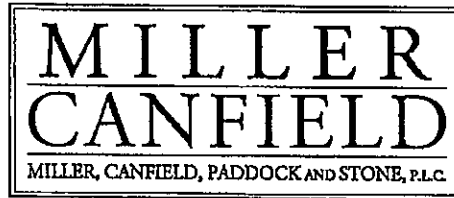
Notary Public
My Commission expires: August 9, 2007

LALIB:140977.1\130069-00003
05/03/06



ATTACHMENT 1

Founded in 1852
by Sidney Davy Miller



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Howell • Kalamazoo
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CANADA: Windsor, ON
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MICHAEL C. RAMPE
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One Michigan Avenue, Suite 900
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TEL: (517) 487-2070
FAX: (517) 374-6304
www.millercanfield.com

December 15, 2005

Craig H. Pizer
Associate General Counsel
Talk America
6805 Route 202
New Hope, PA 18938
cpizer@talk.com

**Via Electronic and
United States Mail**

Brad Shires
LDMI Telecommunications Inc.
27777 Franklin Road Suite 500
Southfield, MI 48034
bshires@talk.com

Re: Negotiations for Reciprocal Compensation Agreement

Dear Messrs. Pizer and Shires:

Winn Telephone Company d/b/a Winn Telecom (Winn Telecom), pursuant to § 305a(5) of the Michigan Telecommunications Act, hereby requests of LDMI Telecommunications, Inc. (LDMI) to commence negotiations to obtain a reciprocal compensation agreement for the termination of local traffic in the State of Michigan. This request for negotiations is not a waiver of Winn Telecom's position that its local call termination tariff on file with the Michigan Public Service Commission is effective, and that LDMI is legally obligated to pay the invoices Winn Telecom has submitted. Furthermore, pending negotiations, Winn Telecom will charge in the interim pursuant to § 305a(5) of the MTA its rate of \$0.0501848 per conversation minute for local call termination service, which is contained in Winn Telephone Company's Tariff MPSC No. 10(R).

On behalf of Winn Telecom, within a few days I will circulate to each of you a draft agreement for your review.

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Craig H. Pizer
Brad Shires

-2-

December 15, 2005

Very truly yours,

Michael C. Rampe

Michael C. Rampe

cc: Larry Neeper

LALIB:138455.1\000000-00000
12/15/05 8:47 AM

ATTACHMENT 2

LOCAL TRANSPORT AND TERMINATION SERVICES

The rates on this page are for Winn Telecom (OCN 0127)

6. Rates and Charges

Among other rates, there are tariff references to the following.

6.1 Local Transport and Termination Service

(A) Local Termination Service Rate per minute \$0.0501848 (C)

Issued: August 26, 2003

Effective: August 27, 2003

Issued under the authority of Public Act 179, dated December 1, 1991, as amended by Public Act 216, dated November, 1995, and as amended by Public Act 295, dated July 17, 2000.

By: Agris Pavlovskis, President

Lansing, Michigan

ATTACHMENT 3

CONFIDENTIAL

ATTACHMENT 4



CUSTOMER BILLING DISPUTE NOTIFICATION FORM

Current Date: Friday, January 07, 2005

LDMI Telecommunications
27777 Franklin Road
Suite 500
Southfield, MI 48034

Contact: Telitha Taylor, Cost of Access Analyst
Telephone #: (800) 825-4545 x42260

Email: ttaylor@ldmi.com
Fax: (800) 874-6360

Winn TeleComm
Larry Neeper
Phone: 989-779-9800
lneeper@winntel.com

Account Number: LMI344FGD0127

Invoice Date: 12/15/04

Total \$ Amount in Dispute: \$ 201.79

Detailed Explanation of Dispute:

Our regulatory department has informed me that regardless of how it is presented on an invoice, local charges are by their nature "Reciprocal Compensation". LDMI currently operates under Bill and Keep practices. As a result, without a contractual agreement between Winn TeleComm and LDMI regarding local charges; LDMI is not liable for those charges. And in turn, cannot charge Winn TeleComm reciprocal compensation for termination on our local network.

LDMI will dispute the local charges billed on the above BAN.

Form Completed by: Telitha Taylor



CUSTOMER BILLING DISPUTE NOTIFICATION FORM

Current Date: Friday, March 04, 2005

LDMI Telecommunications

27777 Franklin Road
Suite 500
Southfield, MI 48034

Contact: Telitha Taylor, Cost of Access Analyst
Telephone #: (800) 825-4545 x42260

Email: taylor@ldmi.com
Fax: (800) 874-6360

Winn TeleComm

Larry Neeper
Phone: 989-779-9800
lneeper@winntel.com

Account Number: LMI344FGD0127

Invoice Date: 2/15/05

Total \$ Amount in Dispute: \$ 162.70

Detailed Explanation of Dispute:

Our regulatory department has informed me that regardless of how it is presented on an invoice, local charges are by their nature "Reciprocal Compensation". LDMI currently operates under Bill and Keep practices. As a result, without a contractual agreement between Winn TeleComm and LDMI regarding local charges; LDMI is not liable for those charges. And in turn, cannot charge Winn TeleComm reciprocal compensation for termination on our local network.

LDMI will dispute the local charges billed on the above E&N.

Form Completed by: Telitha Taylor



CUSTOMER BILLING DISPUTE NOTIFICATION FORM

Current Date: Monday, April 11, 2005

LDMI Telecommunications
27777 Franklin Road
Suite 500
Southfield, MI 48034

Contact: Telitha Taylor, Cost of Access Analyst **Email:** Taylor@ldmi.com
Telephone #: (800) 825-4545 x42260 **Fax:** (800) 874-6360

Winn TeleComm
Larry Neeper
Phone: 989-779-9800
lneeper@winntel.com

Account Number: LMI344FGD0127 **Invoice Date:** 3/15/05

Total \$ Amount in Dispute: \$ 214. 29

Detailed Explanation of Dispute:

Our regulatory department has informed me that regardless of how it is presented on an invoice, local charges are by their nature "Reciprocal Compensation". LDMI currently operates under Bill and Keep practices. As a result, without a contractual agreement between Winn TeleComm and LDMI regarding local charges; LDMI is not liable for those charges. And in turn, cannot charge Winn TeleComm reciprocal compensation for termination on our local network.

LDMI will dispute the local charges billed on the above LAN.

Form Completed by: Telitha Taylor



CUSTOMER BILLING DISPUTE NOTIFICATION FORM

Current Date: Wednesday, May 04, 2005

LDMI Telecommunications

27777 Franklin Road
Suite 500
Southfield, MI 48034

Contact: Telitha Taylor, Cost of Access Analyst
Telephone #: (800) 825-4545 x42260

Email: ttaylor@ldmi.com
Fax: (800) 874-6360

Winn TeleComm

Larry Neeper
Phone: 989-779-9800
lneeper@winntel.com

Account Number: LMI344FGD0127

Invoice Date: 4/15/05

Total \$ Amount in Dispute: \$ 203.90

Detailed Explanation of Dispute:

Our regulatory department has informed me that regardless of how it is presented on an invoice, local charges are by their nature "Reciprocal Compensation". LDMI currently operates under Bill and Keep practices. As a result, without a contractual agreement between Winn TeleComm and LDMI regarding local charges; LDMI is not liable for those charges. And in turn, cannot charge Winn TeleComm reciprocal compensation for termination on our local network.

LDMI will dispute the local charges billed on the above BAN.

Form Completed by: Telitha Taylor



CUSTOMER BILLING DISPUTE NOTIFICATION FORM

Current Date: Tuesday, June 07, 2005

LDMI Telecommunications
27777 Franklin Road, Suite 500
Southfield, MI 48034

Contact: Jeff Sobel, Cost of Access Analyst
Telephone #: (248) 440-4032

Email: jsobel@ldmi.com
Fax: (800) 317-4958

Winn TeleComm
Larry Neeper
Phone: 989-779-9800
lneeper@winntel.com

Account Number: LMI344FGD0127

Invoice Date: 5/15/05

Total \$ Amount in Dispute: \$ 171.13

Detailed Explanation of Dispute:

Our regulatory department has informed me that regardless of how it is presented on an invoice, local charges are by their nature "Reciprocal Compensation". LDMI currently operates under Bill and Keep practices. As a result, without a contractual agreement between Winn TeleComm and LDMI regarding local charges; LDMI is not liable for those charges. And in turn, cannot charge Winn TeleComm reciprocal compensation for termination on our local network.

LDMI will dispute the local charges billed on the above BAN.

Form Completed by: JASobel



CUSTOMER BILLING DISPUTE NOTIFICATION FORM

Current Date: Wednesday, June 08, 2005

LDMI Telecommunications
27777 Franklin Road, Suite 500
Southfield, MI 48034

Contact: Jeff Sobel, Cost of Access Analyst
Telephone #: (248) 440-4032

Email: jsobel@ldmi.com
Fax: (800) 317-4958

Winn TeleComm
Larry Neeper
Phone: 989-779-9800
Ineeper@winntel.com

Account Number: LMI344FGD0127

Service Date: 5/15/05

Total \$ Amount in Dispute: \$ 171.13

Detailed Explanation of Dispute:

Our regulatory department has informed me that regardless of how it is presented on an invoice, local charges are by their nature "Reciprocal Compensation". LDMI currently operates under Bill and Keep practices. As a result, without a contractual agreement between Winn TeleComm and LDMI regarding local charges; LDMI is not liable for those charges. And in turn, cannot charge Winn TeleComm reciprocal compensation for termination on our local network.

LDMI will dispute the local charges billed on the above BAN.

Form Completed by: JASobel



CUSTOMER BILLING DISPUTE NOTIFICATION FORM

Current Date: Tuesday, July 12, 2005

LDMI Telecommunications

27777 Franklin Road

Suite 500

Southfield, MI 48034

Contact: Telitha Taylor, Cost of Access Analyst
Telephone #: (800) 825-4545 x42260

Email: taylor@ldmi.com
Fax: (800) 874-6360

Winn TeleComm
Larry Neeper
Phone: 989-779-9800
lneeper@winntel.com

Account Number: LMI344FGD0127

Invoice Date: 5/15/05

Total \$ Amount in Dispute: \$ 189.45

Detailed Explanation of Dispute:

Our regulatory department has informed me that regardless of how it is presented on an invoice, local charges are by their nature "Reciprocal Compensation". LDMI currently operates under Bill and Keep practices. As a result, without a contractual agreement between Winn TeleComm and LDMI regarding local charges; LDMI is not liable for those charges. And in turn, cannot charge Winn TeleComm reciprocal compensation for termination on our local network.

LDMI will dispute the local charges billed on the above SAN.

Form Completed by: Telitha Taylor



CUSTOMER BILLING DISPUTE NOTIFICATION FORM

Current Date: September 28, 2005

LDMI Telecommunications

27777 Franklin Road
Suite 500
Southfield, MI 48034

Contact: Amy Church, Cost of Access Analyst **Email:** achurch@talk.com
Telephone #: (248) 440.4029 **Fax:** (800) 317.4958

Winn TeleComm

Larry Neeper
Phone: 989-779-9800
lneeper@winntel.com

Account Number: LMI344FGD0127 **Invoice Date:** 9/15/05

Total \$ Amount in Dispute: \$146.39

Detailed Explanation of Dispute:

Our regulatory department has informed me that regardless of how it is presented on an invoice, local charges are by their nature "Reciprocal Compensation". LDMI currently operates under Bill and Keep practices. As a result, without a contractual agreement between Winn TeleComm and LDMI regarding local charges; LDMI is not liable for those charges. And in turn, cannot charge Winn TeleComm reciprocal compensation for termination on our local network.

LDMI will dispute the local charges billed on the above BAN.

Form Completed by: Amy Church



CUSTOMER BILLING DISPUTE NOTIFICATION FORM

Current Date: Friday, October 07, 2005

LDMI Telecommunications

27777 Franklin Road

Suite 500

Southfield, MI 48034

Contact: Telitha Taylor, Cost of Access Analyst

Telephone #: (800) 825-4545 x42260

Email: ttaylor@ldmi.com

Fax: (800) 874-6360

Winn TeleComm

Larry Neeper

Phone: 989-779-9800

lneeper@winntel.com

Account Number: LMI344FGD0127

Invoice Date: 10/20/05

Total \$ Amount in Dispute: \$ 332.51

Detailed Explanation of Dispute:

Our regulatory department has informed me that regardless of how it is presented on an invoice, local charges are by their nature "Reciprocal Compensation" LDMI currently operates under Bill and Keep practices. As a result, without a contractual agreement between Winn TeleComm and LDMI regarding local charges; LDMI is not liable for those charges. And in turn, cannot charge Winn TeleComm reciprocal compensation for termination on our local network.

LDMI will dispute the local charges billed on the above BAN.

Form Completed by: Telitha Taylor

ATTACHMENT 5

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the matter of the application of	)	
WINN TELEPHONE COMPANY for approval	)	Case No. U-13191
of a total service long run incremental cost study.	)	
_____	)	

At the February 1, 2002 meeting of the Michigan Public Service Commission in Lansing,
Michigan.

PRESENT: Hon. Laura Chappelle, Chairman
Hon. David A. Svanda, Commissioner
Hon. Robert B. Nelson, Commissioner

OPINION AND ORDER

On November 13, 2001, Winn Telephone Company (Winn) filed an application seeking approval of its total service long run incremental cost (TSLRIC) study. In the past, Winn has relied on the modified cost study prepared by GTE North Incorporated, as approved by the Commission's February 25, 1998 order in Case No. U-11281 and its May 3, 2000 order in Case No. U-11832. However, this application seeks approval of a cost study prepared specifically for Winn.

As directed by the Commission's Executive Secretary, Winn mailed a notice of opportunity to comment to Attorney General Jennifer M. Granholm and all licensed local exchange carriers and facility-based interexchange companies operating in Michigan as of November 15, 2001. Only the Commission Staff (Staff) filed comments.

In its comments, the Staff states that Winn's cost study was prepared in a manner generally consistent with other TSLRIC studies prepared for small companies that have been approved by the Commission. However, the Staff says that it proposed that Winn make certain adjustments to its expense levels in order to remove anomalies from the three-year average expenses used to calculate the annual charge factors. Winn agreed to those adjustments and filed a revised cost study on January 11, 2002. The Staff states that it has reviewed the revised cost study and considers Winn's proposed direct and shared costs to be reasonable. The Staff further states that Winn has provided sufficient information to justify its common cost mark-up.

The Commission concludes that the revised TSLRIC study submitted by Winn on January 11, 2002 should be approved.

The Commission FINDS that:

- a. Jurisdiction is pursuant to 1991 PA 179, as amended, MCL 484.2101 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and the Commission's Rules of Practice and Procedure, as amended, 1992 AACCS, R 460.17101 et seq.
- b. The TSLRIC study filed by Winn on January 11, 2002 should be approved.

THEREFORE, IT IS ORDERED that the total service long run incremental cost study filed by Winn Telephone Company on January 11, 2002 is approved.

The Commission reserves jurisdiction and may issue further orders as necessary.

Any party desiring to appeal this order must do so in the appropriate court within 30 days after issuance and notice of this order, pursuant to MCL 462.26.

MICHIGAN PUBLIC SERVICE COMMISSION

/s/ Laura Chappelle
Chairman

(S E A L)

/s/ David A. Svanda
Commissioner

/s/ Robert B. Nelson
Commissioner

By its action of February 1, 2002.

/s/ Dorothy Wideman
Its Executive Secretary

Any party desiring to appeal this order must do so in the appropriate court within 30 days after issuance and notice of this order, pursuant to MCL 462.26.

MICHIGAN PUBLIC SERVICE COMMISSION

Chairman

Commissioner

Commissioner

By its action of February 1, 2002.

Its Executive Secretary

In the matter of the application of)
WINN TELEPHONE COMPANY for approval)
of a total service long run incremental cost study.)
_____)

Case No. U-13191

Suggested Minute:

“Adopt and issue order dated February 1, 2002 approving the revised total service long run incremental cost study filed by Winn Telephone Company, as set forth in the order.”

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the Matter of Petition for Arbitration of	)	
Winn Telephone Company d/b/a Winn Telecom	)	Case No. U-14887
for a Reciprocal Compensation Agreement	)	
with LDMI Telecommunications, Inc.,	)	
pursuant to Section 305 of the Michigan	)	
Telecommunications Act.	)	
_____	)	

PROOF OF SERVICE

STATE OF MICHIGAN)
) ss
COUNTY OF INGHAM)

Lisa Becker, being first duly sworn, deposes and says that on May 10, 2006 she served a copy of **PETITION FOR ARBITRATION** upon the parties on the following page by depositing the same in a United States postal depository enclosed in an envelope bearing postage fully prepaid

Lisa Becker _____ Lisa Becker	Digitally signed by Lisa Becker DN: CN = Lisa Becker, C = US, O = Miller Canfield Date: 2006.05.10 13:04:59 -04'00'
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Subscribed and sworn before me
On May 10, 2006.

Edith Loomis _____ Edith D. Loomis, Notary Public State of Michigan, County of Ingham My Commission Expires: December 5, 2006	Digitally signed by Edith Loomis DN: CN = Edith Loomis, C = US, O = Miller Canfield Date: 2006.05.10 13:05:21 -04'00'
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Craig H. Pizer
Associate General Counsel
Talk America 6805 Route 202
New Hope, PA 18938
cpizer@talk.com

Brad Shires
LDMI Telecommunications Inc.
27777 Franklin Road Suite 500
Southfield, MI 48034
bshires@talk.com