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Leland R. Rosier Phone: (517) 318-3021 E-Mail: lrrosier@clarkhill.com

December 1, 2004

Ms. Mary Jo Kunkle Executive Secretary Michigan Public Service Commission 6545 Mercantile Way PO Box 30221 Lansing, MI 48909

Re: In the matter of the complaint of LUCRE, INC. against MICHIGAN BELL TELEPHONE COMPANY d/b/a SBC to resolve a dispute over payment of reciprocal compensation.

MPSC Case No. U-14374

Dear Ms. Kunkle:

Enclosed for filing please find an original and four copies of Lucre, Inc.'s Formal Complaint in the above-captioned matter. A Proof of Service upon the Parties of Record is also enclosed. These documents have been filed electronically with the Michigan Public Service Commission's Electronic Case Filing System.

Sincerely,

CLARK HILL PLC

Leland R. Rosier

LRR: met Enclosures

cc: Parties of Record

**3345908v1** 17149/092977

#### **STATE OF MICHIGAN**

## BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

\*\*\*\* In the matter of the complaint of LUCRE, INC. against MICHIGAN BELL TELEPHONE COMPANY d/b/a SBC to resolve a dispute over Case No. U-14374 payment of reciprocal compensation. PROOF OF SERVICE STATE OF MICHIGAN ) SS **COUNTY OF INGHAM** Mary E. Turney, being duly sworn, deposes and says that she is an employee of Clark Hill PLC, and that on December 1, 2004, a copy of Lucre, Inc.'s Formal Complaint was served upon: SEE ATTACHED SERVICE LIST Service was accomplished by depositing same in a regular United States Postal Service mail depository, enclosed in envelopes bearing postage fully prepaid and addressed properly. Mary E. Turney Subscribed and sworn to before me this 1<sup>st</sup> day of December 2004. Patricia A. Tooker, Notary Public

State of Michigan, County of Eaton Acting in the County of Ingham

My Commission Expires: April 5, 2005.

#### SERVICE LIST

MPSC Case No. U-14374 Page 1 of 1

# **AMERITECH MICHIGAN**

Ms. Robin Gleason VP Regulatory Affairs SBC Ameritech 201 N. Washington Sq Room 920 Lansing, MI 48933 (517) 334-3711 (517) 334-1147 (Fax)

E-Mail: rg1467@sbc.com

Mr. Craig A. Anderson General Attorney-State Regulatory & Legislative Matters SBC Michigan 444 Michigan Avenue, Room 1750 Detroit, MI 48226 (313) 223-8033 (313) 496-9326 (Fax)

E-Mail:

craig.anderson@ameritech.com

## LUCRE, INC.

Mr. Roderick S. Coy Mr. Leland R. Rosier CLARK HILL PLC Attorneys for Lucre, Inc. 212 E. Grand River Ave. Lansing, MI 48906 (517) 318-3100 (517) 318-3099 (Fax)

E-Mail: rcoy@clarkhill.com

lrrosier@clarkhill.com

3345885v1 17149/092977

#### STATE OF MICHIGAN

## BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

\* \* \* \*

In the matter of the complaint of LUCRE, INC.

against MICHIGAN BELL TELEPHONE

COMPANY d/b/a SBC to resolve a dispute over
payment of reciprocal compensation.

Case No. U-14374

#### FORMAL COMPLAINT

This is a Formal Complaint brought by Lucre, Inc. ("Complainant" or "Lucre"), a Michigan corporation, by its attorneys, Clark Hill PLC, pursuant to Sections 203, 204, and 205 of the Michigan Telecommunications Act, MCL 484.2101 *et seq.* ("MTA"), and Rules 501 *et seq.* of the Rules of Practice and Procedure Before the Commission, MAC R 460.17501 *et seq.* 

Despite lengthy correspondence and efforts by Lucre to obtain payment for reciprocal compensation from SBC Michigan pursuant to the terms of the parties' interconnection agreement, SBC has refused to pay the proper reciprocal compensation for both local termination and intraLATA toll termination.

Pursuant to Section 203(14) of the MTA, MCL 484.2203(14), this Complaint is subject to the mandatory alternative dispute resolution process under Section 203a of the MTA, MCL 484.2203a.

In support of its Formal Complaint, Lucre states as follows:

# **Identification of Parties And Interest Of Complainant**

1. Complainant Lucre is a Michigan corporation with its registered office and principal place of business located at 4011 Plainfield, N.E., Grand Rapids, MI 49525, (616) 543-1666 (phone), (616) 543-6709 (fax).

- 2. Respondent Michigan Bell Telephone Company d/b/a Ameritech Michigan d/b/a SBC ("Respondent" or "SBC" or "SBC Michigan") is a Michigan corporation with its registered office at 615 Griswold, Detroit, MI 48226 and its principal office of operations for telecommunications listed with the MPSC as 201 North Washington Square, Room 920, Lansing, MI 48933, (517) 334-3704 (phone), (517) 334-3712 (fax), contact name: Robin Gleason, VP Regulatory Michigan, robin.m.gleason@ameritech.com. Service of this Complaint is made at the principal office of operations for telecommunications, with a copy sent to SBC Michigan's regulatory attorney's office.
- 3. Lucre holds a license from this Commission as a provider of basic local exchange service issued February 9, 1999, in Case No. U-11828. The geographic area of Lucre's license was expanded under the Commission's Order of October 28, 1999, in Case No. U-12112.
- 4. SBC is a licensed provider of basic local exchange service and other regulated telecommunications services in the State of Michigan under the MTA.
- 5. Lucre and SBC are parties to a certain interconnection agreement entitled "INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996, Dated as of July 17, 1997, by and between AMERITECH INFORMATION INDUSTRY SERVICES, a division of Ameritech Services, Inc., on behalf of and as agent for Ameritech Michigan, and LUCRE, INC." ("Agreement" or "Interconnection Agreement") The Agreement was approved by the Michigan Public Service Commission by Order dated May 27, 1999 in Case No. U-11974.
- 6. Pursuant to its license and approved interconnection arrangements, Lucre filed its tariff for end user services with the Commission effective November 9, 1999.

7. Lucre purchases services from SBC pursuant to the Interconnection Agreement, and Lucre and SBC exchange telecommunications traffic pursuant to the terms of the Interconnection Agreement. Said traffic exchanged includes traffic eligible for payment of reciprocal compensation pursuant to the Interconnection Agreement.

#### Jurisdiction

8. The MTA provides that the Commission has jurisdiction and authority to administer the MTA. A primary purpose of the MTA under Section 101, MCL 484.2101, is to promote fair and effective telecommunications competition in the State of Michigan. Section 201 of the MTA, MCL 484.2201, allows the Commission to enforce the MTA as well as relevant delegated authority under the Federal Telecommunications Act. Section 203 of the MTA, MCL 484.2203, authorizes the Commission, upon receipt of a complaint, to conduct an investigation, hold hearings, and issue its findings and order under the contested case provisions of the Michigan Administrative Procedures Act of 1969, MCL 24.201 et seq. Section 203a provides for an alternative dispute resolution ("ADR") process for certain complaints, including interconnection disputes. The ADR process may be administered by the Commission. Section 204 of the MTA, MCL 484.2204, provides that if two or more telecommunication providers are unable to agree on a regulated matter, then either provider may apply to the Commission for resolution of the matter. Section 205 of the MTA, MCL 484.2205, also authorizes the Commission to investigate and resolve complaints. Section 305 of the MTA provides that a provider of basic local exchange service shall not perform any act in violation of the MTA or an order of the Commission. Section 502 of the MTA prohibits providers from making statements or representations involving rates or conditions of service that are false, misleading, or deceptive.

Section 601 allows the Commission to provide remedies or penalties where a violation of the MTA (or one of its orders) is found.

9. Under Section 203(14) of the MTA, except where there is a request for emergency relief, if the complaint involves an interconnection dispute between parties, the Commission is to require the parties to utilize the alternative dispute process under Section 203a of the MTA.

# **Facts and Allegations**

- 1. Lucre Presented Invoices To SBC Pursuant To Its Existing Agreement, But SBC Has Refused To Pay Reciprocal Compensation to Lucre
- 10. Lucre has invoiced SBC for reciprocal compensation for local termination and intraLATA toll for each month since July 2000. The invoices at issue in this complaint involve monthly amounts due beginning May 2003 (for disputed minutes of use) and to June 2004 (for undisputed amounts). The invoices and the charges involved are summarized in Exhibit JH-1 (C-\_\_) to the supporting testimony. Copies of the Invoices are attached as Exhibit JH-2 (C-\_\_) to the supporting testimony.
- 11. The charges include reciprocal compensation charges at the agreed upon reciprocal compensation rates set forth in the Interconnection Agreement.
- 12. Lucre's network performs functions identical or similar to SBC's tandem and end office switches.
- 13. Pursuant to 47 CFR 51.711(a)(3), "Where the switch of a carrier other than an incumbent LEC serves a geographic area comparable to the area served by the incumbent LEC's tandem switch, the appropriate rate for the carrier other than an incumbent LEC is the incumbent LEC's tandem interconnection rate."

- 14. The geographic scope of the common SBC and Lucre service areas are identical, and the geographic scope of Lucre's MSCs and MTSOs are equal to that of SBC's tandem switches.
  - 15. SBC has repeatedly refused to pay for the invoiced amounts.
- 16. SBC has disputed various minutes of use listed in the invoices for calls terminated by Lucre. These calls are for both local termination and intraLATA toll call termination.
- 17. SBC has provided no documentation to validate the disputed minutes of use, despite the requirement in section 28.2.1 of the interconnection agreement. SBC has been unwilling to even identify the discrepancies between the amounts billed and the amounts paid. Copies of the SBC dispute letters are attached as Exhibit JH-3 (C-\_\_) to the supporting testimony.
- 18. There is no basis for SBC to dispute these minutes of use, and SBC has provided no documentation for Lucre to analyze. Lucre's own call detail records ("CDRs") show that all of the calls at issue originated from SBC customers.
- 19. The amounts invoiced that are related to the minutes of use disputed by SBC total \$141,613.78, plus late payment and interest charges as set forth in Section 27 of the Interconnection agreement which at this time total \$14,452.59, for a total of \$156,066.37.
- 20. SBC has also identified undisputed reciprocal compensation and intraLATA toll compensation from the invoices in question.
- 21. SBC has not paid the amounts of the invoices that SBC itself classifies as undisputed amounts.
- 22. When Lucre inquired why the undisputed SBC says it has to do with outstanding amounts owed to SBC from Lucre. When pressed, SBC's representative has indicated that the

amounts SBC claims Lucre owes relates to certain accounts that are part of a 17<sup>th</sup> Circuit Court lawsuit, in which there is a dispute over who is responsible for certain direct trunking between Lucre and Verizon that handles traffic that used to transit through SBC, and the proper rates to apply.

- 23. The interconnection agreement does not provide for SBC to refuse to pay undisputed amounts based on a court lawsuit involving entirely separate charges. In fact, section 28.2.1 specifically states that the nonpaying party shall pay when due all undisputed amounts.
- 24. The amounts invoiced that are related to the minutes of use undisputed by SBC total \$175,430.33, plus late payment and interest charges as set forth in Section 27 of the Interconnection agreement which at this time total \$5,989.81, for a total of \$181,420.14.
- 25. The Commission should require SBC to pay Lucre both the \$156,066.37 for the disputed invoiced amounts that have not had any documented or valid disputes, and the \$181,420.14 in undisputed invoiced amounts.

## 2. Attempts To Resolve The Issues Have Been Made, And Are At An Impasse

26. Under Section 28.2.2 of the Interconnection Agreement, at least 60 days have passed since the objections to the invoices were received. Designated representatives have met via teleconference and have reached an impasse. At least 45 days have passed since designated representatives have conferred, and the parties have been unable to resolve their differences. With regard to the undisputed amounts, at this time SBC representatives have indicated they will refuse to even discuss the undisputed amounts, and are even requiring that all communications on the issue be handled via the attorneys in the 17<sup>th</sup> Circuit Court case.

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<sup>&</sup>lt;sup>1</sup> Except for the most recent invoices. However, for those invoices the issues are exactly the same, and there is no indication that Ameritech's position will change.

# **Demand for Contested Case Hearing**

- 27. Complainant respectfully demands a contested case hearing on this Complaint, subject to the results of the statutorily-required proceedings under Section 203a of the MTA.
- 28. This Complaint is supported by the testimony and exhibits of Jon K. Hale, Lucre's CFO and Vice President of Finance.

## **Initial Hearing**

29. Section 203(14) of the MTA requires that this complaint, which involves an interconnection dispute, proceed under the alternative dispute resolution procedures contained in Section 203a of the MTA. Only if that process fails will a formal contested case hearing be required. Lucre will defer to the Commission's procedure to appoint a mediator and set up a schedule for the alternative dispute resolution process. Service of this complaint will be made on Respondent.

## **Proposed Relief**

WHEREFORE, Complainant Lucre respectfully asks that the Commission issue an order directing the following:

- 1. That a mediator be appointed by the Commission, and that a dispute resolution meeting be scheduled.
- 2. That SBC shall pay Lucre for both the \$156,066.37 for the disputed invoiced amounts that have not had any documented or valid disputes, and the \$181,420.14 in undisputed invoiced amounts.
- 3. That SBC cease and desist refusing to pay appropriate invoices of the types ordered to be paid herein.

- 4. Award to Lucre its costs and attorney fees for bringing this action.
- 5. Assess fines against SBC pursuant to Section 601 of the MTA.
- 6. Such other relief as the Commission may deem appropriate.

Respectfully submitted,

# **CLARK HILL PLC**

Leland R. Rosier (P33827) 212 East Grand River Ave. Lansing, MI 48906 (517) 318-3100 (517) 318-3099 (fax)

Dated: December 1, 2004 Attorneys for Complainant

# **STATE OF MICHIGAN**

# BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

\* \* \* \* \*

In the matter of the complaint of LUCRE, INC.

against MICHIGAN BELL TELEPHONE

COMPANY d/b/a SBC to resolve a dispute over

payment of reciprocal compensation.

Case No. U-14374

## DIRECT TESTIMONY AND EXHIBITS OF

JON K. HALE

ON BEHALF OF

LUCRE, INC.

December 1, 2004

1 Q. PLEASE STATE YOUR NAME, POSITION, AND BUSINESS	<b>ADDRESS</b>
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- 2 A. My name is Jon K. Hale. I am the Vice President of Finance and Chief Financial Officer
- of the Complainant, Lucre, Inc. ("Lucre" or "the Company"). My business address is
- 4 4011 Plainfield, N.E., Grand Rapids, Michigan, 49525.

# 6 Q. PLEASE BRIEFLY DESCRIBE YOUR POSITION AND RESPONSIBILITIES.

- 7 A. I have been in the financial and accounting business for over fifteen years, including six
- 8 years in public accounting and nine years in private finance and accounting functions. I
- have been the Chief Financial Officer for Lucre, Inc. since it became operational, and
- have day-to-day responsibility for all intercarrier billing under Lucre's Interconnection
- 11 Agreements and tariffs. I have been involved in repeated negotiations over disputed
- amounts under the Interconnection Agreement with SBC Michigan (f/k/a Ameritech)
- since October 2000, and have been Lucre's designated representative to negotiate
- disputed amounts pursuant to the Interconnection Agreement since November 2000,
- including the present dispute.

# Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

- 18 A. The purpose of my testimony is to provide the factual support for Lucre's Formal
- 19 Complaint against SBC, and specifically to support the amounts due for each of the
- elements claimed.

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1	Q.	WHAT IS THE BASIS FOR LUCRE'S CLAIM FOR RECIPROCAL
2		COMPENSATION?
3	A.	Under the Interconnection Agreement, each party is to pay the other reciprocal
4		compensation at the same rates. In addition, Lucre bills SBC for intraLATA toll
5		termination.
6		
7	Q.	DOES SBC DISPUTE LUCRE'S ABILITY TO CHARGE SBC FOR THESE
8		ELEMENTS?
9	A.	No.
10		
11	Q.	DOES LUCRE'S NETWORK PERFORM FUNCTIONS IDENTICAL OR
12		SIMILAR TO SBC'S TANDEM AND END OFFICE SWITCHES?
13	A.	Yes, it does.
14		
15	Q.	DOES LUCRE'S SWITCH, IN TERMINATING LOCAL TRAFFIC, SERVE A
16		GEOGRAPHIC AREA COMPARABLE TO THE AREA SERVED BY SBC'S
17		TANDEM SWITCHES?
18	A.	Yes, it does. The geographic scope of the SBC and Lucre service areas are identical in
19		the areas served by SBC's tandem switches.
20		
21	Q.	HAS LUCRE INVOICED SBC FOR RECIPROCAL COMPENSATION FOR
22		LOCAL TERMINATION AND INTRALATA TOLL?

1 A. Yes. Lucre has invoiced SBC for these charges for each month since July 2000. The 2 invoices at issue in this complaint involve monthly amounts due beginning May 2003 3 (for disputed minutes of use) and to June 2004 (for undisputed amounts). The invoices 4 and the charges involved for the reciprocal compensation at issue are summarized in 5 Exhibit JH-1 (C-\_\_). Copies of the Invoices are attached as Exhibit JH-2 (C-\_\_). 6 7 HAS SBC PAID ANY OF THE INVOICED AMOUNTS? Q. 8 A. No. 9 10 HAS SBC CHALLENGED ANY OF THE INVOICED AMOUNTS? Q. 11 A. Yes. SBC has disputed various minutes of use listed in the invoices for calls terminated 12 by Lucre. These calls are for both local termination and intraLATA toll call termination. 13 14 Q. HAS SBC PROVIDED ANY DOCUMENTATION SUPPORTING THE DISPUTE OF ANY OF THESE CHALLENGED MINUTES OF USE? 15 No. SBC has provided no documentation to validate the disputed minutes of use, despite 16 A. 17 the requirement in section 28.2.1 of the interconnection agreement. SBC has been 18 unwilling to even identify the discrepancies between the amounts billed and the amounts 19 paid. Copies of the SBC dispute letters are attached as Exhibit JH-3 (C-). 20 21 Q. WHAT IS LUCRE'S POSITION AS TO THE DISPUTED MINUTES OF USE?

1 A. Lucre can find no basis to dispute these minutes of use, and SBC has provided no 2 documentation for Lucre to analyze. Lucre's own call detail records ("CDRs") show that 3 all of the calls at issue originated from SBC customers. Based on those CDRs, Lucre's 4 billings are accurate. 5 6 Q. WHAT AMOUNTS ARE IN DISPUTE? 7 A. The amounts invoiced that are related to the minutes of use disputed by SBC total 8 \$141,613.78, plus late payment and interest charges as set forth in Section 27 of the 9 Interconnection agreement which at this time total \$14,452.59, for a total of \$156,066.37. 10 11 Q. WERE ANY MINUTES COVERED BY THE INVOICES UNDISPUTED BY SBC? 12 A. SBC has identified undisputed reciprocal compensation and intraLATA toll Yes. 13 compensation from the invoices in question. 14 HAS SBC PAID ANY OF THE UNDISPUTED AMOUNTS? 15 0. 16 A. No. 17 HAS SBC GIVEN ANY REASONS FOR REFUSING TO PAY AMOUNTS THAT 18 Q. 19 ARE NOT EVEN IN DISPUTE? 20 A. SBC says it has to do with outstanding amounts owed to SBC from Lucre. When 21 pressed, SBC's representative has indicated that the amounts SBC claims Lucre owes relates to certain accounts that are part of a 17<sup>th</sup> Circuit Court lawsuit, in which there is a 22

1		dispute over who is responsible for certain direct trunking between Lucre and Verizon
2		that handles traffic that used to transit through SBC, and the proper rates to apply.
3		
4	Q.	DOES THE INTERCONNECTION AGREEMENT PROVIDE FOR SBC TO
5		REFUSE TO PAY UNDISPUTED AMOUNTS BASED ON A COURT LAWSUIT
6		INVOLVING ENTIRELY SEPARATE CHARGES?
7	A.	No. In fact, section 28.2.1 specifically states that the nonpaying party shall pay when due
8		all undisputed amounts.
9		
10	Q.	HAS SBC PAID UNDISPUTED AMOUNTS IN THE PAST?
11	A.	Yes.
12		
13	Q.	PLEASE SUMMARIZE THE AMOUNTS OWED TO LUCRE FOR THE
14		UNDISPUTED AMOUNTS.
15	A.	The amounts invoiced that are related to the minutes of use undisputed by SBC total
16		\$175,430.33, plus late payment and interest charges as set forth in Section 27 of the
17		Interconnection agreement which at this time total \$5,989.81, for a total of \$181,420.14.
18		
19	Q.	DOES SBC INVOICE LUCRE FOR RECIPROCAL COMPENSATION?
20	A.	Yes. SBC has invoiced Lucre for these charges on a monthly basis.
21		

1 A. Yes.

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## Q. HAVE EFFORTS BEEN MADE TO RESOLVE THESE MATTERS?

4 A. Yes. Representatives have been appointed pursuant to the interconnection agreement, 5 and at least 60 days have passed since the objections to the invoices were received. 6 Designated representatives have met via teleconference and emails and have reached an 7 impasse. At least 45 days have passed since designated representatives have conferred, 8 and the parties have been unable to resolve their differences. With regard to the 9 undisputed amounts, at this time SBC representatives have indicated they will refuse to 10 even discuss the undisputed amounts, and are even requiring that all communications on the issue be handled via the attorneys in the 17<sup>th</sup> Circuit Court case. 11

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## Q. WHAT RELIEF ARE YOU REQUESTING IN THIS PROCEEDING?

A. I would respectively request that the Commission order SBC to pay Lucre both the disputed amounts and the undisputed amounts for reciprocal compensation and intraLATA toll compensation, plus late payment and interest charges as set forth in Section 27 of the Interconnection agreement. The Commission should also assess fines against Ameritech and award to Lucre its costs and attorney fees for bringing this action.

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# 20 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

21 A. Yes.

MPSC Case No. U-14374
Exhibit No. JH-1(C-\_\_\_)

# SBC Dispute Amounts

# 2003 Remaining Disputes

Recip Comp				
<u> (nv. #</u>	<u>Period</u>	Billed	<u>Paid</u>	<b>Disputed</b>
263	May-03	47,919.73	43,408.74	4,510.99
273	Jun-03	43,522.17	41,436.96	2,085.21
312	80-luL	43,464.81	41,015.55	2,449.26
352	Aug-03	42,021. <del>6</del> 8	39,491.73	2,529.95
393	Sep-03	40,237.00	37,159.92	3,077.08
446	Oct-03	40,861.67	38,232.11	2,629.56
499	Nov-03	47,915.99	37,823.32	10,092.67
508	Dec-03	40,136.27	38,495.26	1,641.01
Balance				29,015.73
Intra-LATA To	<u>)  </u>			
264	May-03	<b>7,06</b> 3.97	2,996.02	4,067.95
274	Jun-03	8,036.09	2,776.71	5,259.38
313	Jul-03	7,997.30	4,492.24	3,505.06
353	Aug-03	8,102.5 <del>9</del>	2,835.19	5,267.40
394	Sep-03	7,188.17	4,480.51	2,707.66
447	Oct-03	7,383.19	3,488.03	3,895.16
500	Nov-03	7,389.02	1,611.09	5,777.93
509	Dec-03	6,956.92	2,789.88	4,167.04
Balance				34,647.58

Total 2003 Remaining Disputed Balances 63,663.31

## 2004 Remaining Disputes

Recip Comp	Period	Billed	Paid	Disputed	Undisputed/ Unpaid
<u>Inv. #</u> 551	Jan-04	40,100.31	38,091.92	2,008.39	Oripaio
557		36,484.40	34,342.81	2,141.59	
568		36,805,13	35,303.19	1,501.94	
585		34,192.50	32,033.13	2,159.37	
587	•	33,065.31	31,169.52	1,895.79	
908	•	31,766.35	0.00	1,989.78	29,776.57
950		32,142.34	0.00	2,312.59	29,829.75
1007		44,165.97	0.00	14,660.98	29,504.99
1060		40,488.81	0.00	13,454.45	27,034.36
1085		42,020.47	0.00	15,146.52	26,873.95
Balance				57,271.40	143,019.62
tra-LATA To	<u>oli</u>				
550	Jan-04	6,978.88	1,912.36	5,066.52	
556	Feb-04	6,393.89	3,462.46	2,931.43	
569	Mar-04	6,389.59	4,240.34	2,149.25	
586	Apr-04	6,104.68	3,598.76	2,505.92	
588	May-04	6,570.74	2,813.19	3,757.55	
909	Jun-04	6,535.88	0.00	4,268.40	2,267.48
951	Jul-04	7,147.61	0.00	0.00	7,147.61
1006	Aug-04	7,692.79	0.00	0.00	7,692.79
1058	Sep-04	7,671.61	0.00	0.00	7,671.61
1084	Oct-04	7,631.22	0.00	0.00	7,631.22
Balance				20,679.07	32,410.71
otal 2004 Re	maining Di	sputed Balanc	es	77,950.47	175,430.33
ł Due				141.613.78	175.430.33

MPSC Case No. U-14374
Exhibit No. JH-2(C-\_\_\_)



Date:	8/20/2003
Invoice #:	263
Terms:	Net 30



Bill To

SBC/Ameritech
CLEC Compensation
722 N. Broadway
Floor 10
Milwaukee, WI 53202

Description	Amount
End Office Local Termination Duration @ \$0.000605/Minute End Office Local Termination Set-up @ \$0.001885/Call	44,066.95 2,191.04
Period: May 1, 2003 - May 31, 2003 Duration: 72,837,940.45 Minutes of Use Call Set-up: 1,162,355 Calls	
Traffic without Calling Party Number (@ PLU Factor):	
End Office Local Termination Duration @ \$0.001885/Call @ .9944 PLU factor End Office Local Termination Set-up @ \$0.001885/Call @ .9944 PLU factor	574.71 1,087.03
Period: May 1, 2003 - May 31, 2003 Duration: 955,286.65 Minutes of Use Call Set-up: 579,921 Calls	

PLEASE RETURN ONE COPY OF INVOICE WITH PAYMENT

 Subtotal
 \$47,919.73

 Sales Tax (6.0%)
 \$0.00

 Total
 \$47,919.73



Date:	9/5/2003
Invoice #:	273
Terms:	Net 30



Bill To

SBC/Ameritech
CLEC Compensation
722 N. Broadway
Floor 10
Milwaukee, WI 53202

Description	Amount
End Office Local Termination Duration @ \$0.000605/Minute End Office Local Termination Set-up @ \$0.001885/Call	40,313.29 2,003.87
Period: June 1, 2003 - June 30, 2003 Duration: 66,633,526.60 Minutes of Use Call Set-up: 1,063,057 Calls	
Traffic without Calling Party Number (@ PLU Factor): End Office Local Termination Duration @ \$0.000605/Minute @ .9944 PLU factor End Office Local Termination Set-up @ \$0.001885/Call @ .9944 PLU factor	572.56 654.45
Period: June 1, 2003 - June 30, 2003 Duration: 951,710.55 Minutes of Use Call Set-up: 349,144 Calls	

Subtotal	\$43,544.17	
Sales Tax (6.0%)	\$0.00	
Total	\$43,544.17	



Date:	9/12/2003
Invoice #:	312
Terms:	Net 30

U C R E

Bill To

SBC/Ameritech
CLEC Compensation
722 N. Broadway
Floor 10
Milwaukee, WI 53202

Description	Amount
End Office Local Termination Duration @ \$0.000605/Minute End Office Local Termination Set-up @ \$0.001885/Call	40,455.74 2,144.93
Period: July 1, 2003 - July 31, 2003 Duration: 66,868,987.92 Minutes of Use Call Set-up: 1,137,896 Calls	
Traffic without Calling Party Number (@ PLU Factor): End Office Local Termination Duration @ \$0.000605/Minute @ .9944 PLU factor End Office Local Termination Set-up @ \$0.001885/Call @ .9944 PLU factor	424.77 439.37
Period: July 1, 2003 - July 31, 2003 Duration: 706,056.30 Minutes of Use Call Set-up: 234,400 Calls	

PLEASE RETURN ONE COPY OF INVOICE WITH PAYMENT

 Subtotal
 \$43,464.81

 Sales Tax (6.0%)
 \$0.00

 Total
 \$43,464.81



Date:	9/26/2003
Invoice #:	352
Terms:	Net 30

J	U	C	R	E

Bill To

SBC/Ameritech
CLEC Compensation
722 N. Broadway
Floor 10
Milwaukee, WI 53202

Description	Amount
End Office Local Termination Duration @ \$0.000605/Minute End Office Local Termination Set-up @ \$0.001885/Call	38,976.30 2,087.84
Period: August 1, 2003 - August 31, 2003 Duration: 64,423,644.48 Minutes of Use Call Set-up: 1,107,609 Calls	
Traffic without Calling Party Number (@ PLU Factor): End Office Local Termination Duration @ \$0.000605/Minute @ .9944 PLU factor End Office Local Termination Set-up @ \$0.001885/Call @ .9944 PLU factor	373.58 583.96
Period: August 1, 2003 - August 31, 2003 Duration: 620,960.64 Minutes of Use Call Set-up: 311,536 Calls	

Subtotal	\$42,021.68
Sales Tax (6.0%)	\$0,00
Total	\$42,021.68



Date:	10/22/2003
Invoice #:	393
Terms:	Net 30

U C R E

Bill To

SBC/Ameritech
CLEC Compensation
722 N. Broadway
Floor 10
Milwaukee, WI 53202

Description	Amount
End Office Local Termination Duration @ \$0.000605/Minute End Office Local Termination Set-up @ \$0.001885/Call	36,662.65 2,162.60
Period: September 1, 2003 - September 30, 2003 Duration: 60,599,427.03 Minutes of Use Call Sct-up: 1,147,268 Calls	
Traffic without Calling Party Number (@ PLU Factor): End Office Local Termination Duration @ \$0.000605/Minute @ .9944 PLU factor End Office Local Termination Set-up @ \$0.001885/Call @ .9944 PLU factor	238.02 1,173.73
Period: September 1, 2003 - September 30, 2003 Duration: 395,629.31 Minutes of Use Call Set-up: 626,177 Calls	

PLEASE RETURN ONE COPY OF INVOICE WITH PAYMENT

 Subtotal
 \$40,237.00

 Sales Tax (6.0%)
 \$0.00

 Total
 \$40,237.00



Date:	11/5/2003
Invoice #:	446
Terms:	Net 30

T.	) C	R	E

Bill To

SBC/Ameritech CLEC Compensation 722 N. Broadway Floor 10

Milwaukee, WI 53202

Description	Amount
End Office Local Termination Duration @ \$0.000605/Minute End Office Local Termination Set-up @ \$0.001885/Call	37,775.07 1,825.62
Period: October 1, 2003 - October 31, 2003 Duration: 62,438,126.78 Minutes of Use Call Set-up: 968,501 Calls	
Traffic without Calling Party Number (@ PLU Factor): End Office Local Termination Duration @ \$0.000605/Minute @ .9944 PLU factor End Office Local Termination Set-up @ \$0.001885/Call @ .9944 PLU factor	247.54 1,013.44
Period: October 1, 2003 - October 31, 2003 Duration: 411,462.83 Minutes of Use Call Set-up: 540,662 Calls	

Subtotal	\$40,861.67	
Sales Tax (6.0%)	\$0.00	
Total	\$40,861.67	



Date:	12/15/2003
Invoice #:	499
Terms:	Net 30

JUCRE

Bill To

SBC/Ameritech
CLEC Compensation
722 N. Broadway
Floor 10
Milwaukee, WI 53202

Description	Amount
End Office Local Termination Duration @ \$0.000605/Minute End Office Local Termination Set-up @ \$0.001885/Call	43,931.17 2,165.37
Period: November 1, 2003 - November 30, 2003 Duration: 72,613,509.63 Minutes of Use Call Set-up: 1,148,736 Calls	
Traffic without Calling Party Number (@ PLU Factor): End Office Local Termination Duration @ \$0.000605/Minutc @ .9944 PLU factor End Office Local Termination Set-up @ \$0.001885/Call @ .9944 PLU factor	289.79 1,529.66
Period: November 1, 2003 - November 30, 2003 Duration: 481,689.65 Minutes of Use Call Set-up: 816,063 Calls	

Subtotal	\$47,915.99	
Sales Tax (6.0%)	\$0.00	
Total	\$47,915.99	



Date:	1/16/2004
Invoice #:	508
Terms:	Net 30

T	U	c	R	E

Bill To

SBC/Ameritech
CLEC Compensation
722 N. Broadway
Floor t0
Milwaukee, WI 53202

Description	Amount
End Office Local Termination Duration @ \$0.000605/Minute End Office Local Termination Set-up @ \$0.001885/Call	37,628.96 1,808.75
Period: December 1, 2003 - December 31, 2003 Duration: 62,196.625.88 Minutes of Use Call Sct-up: 959,549 Calls	
Traffic without Calling Party Number (@ PLU Factor): End Office Local Termination Duration @ \$0.000605/Minute @ .9947 PLU factor	268.14
End Office Local Termination Set-up @ \$0.001885/Call @ .9947 PLU factor	430.42
Period: December 1, 2003 - December 31, 2003 Duration: 445,559.20 Minutes of Use Call Set-up: 229,551 Calls	

Subtotal	\$40,136.27	
Sales Tax (6.0%)	\$0.00	
Total	\$40,136.27	



Date:	8/20/2003
Invoice #:	264
Terms:	Net 30

U C R E

Bill To

SBC/Ameritech
CLEC Compensation
722 N. Broadway
Floor 10
Milwaukee, WI 53202

Description	Amount
Intra-LATA Toll Termination Period: May 1, 2003 - May 31, 2003 MOU: 588,664 Rate: \$0.012 per MOU	7,063.97
,	

Subtotal	\$7,063.97	
Sales Tax (6.0%)	\$0.00	
Total	\$7,063.97	



Date:	9/5/2003
Invoice #:	274
Terms:	Net 30

JUCRE

Bill To

SBC/Ameritech CLEC Compensation 722 N. Broadway Floor 10 Milwaukee, WI 53202

Description	Amount
Intra-LATA Toll Termination Period: June 1, 2003 - June 30, 2003 MOU: 669,674	8,036.09
Rate: \$0.012 per MOU	

PLEASE RETURN ONE COPY OF INVOICE WITH PAYMENT

 Subtotal
 \$8,036.09

 Sales Tax (6.0%)
 \$0.00

 Total
 \$8,036.09



Date:	9/12/2003
Invoice #:	313
Terms:	Net 30

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	U	C	R	E

Bill To

SBC/Ameritech
CLEC Compensation
722 N. Broadway
Floor 10
Milwaukee, WI 53202

Description	Amount
Intra-LATA Toll Termination Period: July 1, 2003 - July 31, 2003 MOU: 666,442	7,997.30
Rate: \$0.012 per MOU	
·	

Subtotal	\$7,997.30
Sales Tax (6.0%)	\$0.00
Total	\$7,997.30



Date:	9/26/2003
Invoice #:	353
Terms:	Net 30

JUCRE

Bill To

SBC/Ameritech CLEC Compensation 722 N. Broadway Floor 10 Milwaukee, WI 53202

Description	Amount
Intra-LATA Toll Termination Period: August 1, 2003 - August 31, 2003 MOU: 675,216 Rate: \$0.012 per MOU	8,102.59
,	

Subtotal	\$8,102.59
Sales Tax (6.0%)	\$0.00
Total	\$8,102.59



Date:	10/22/2003
Invoice #:	394
Terms:	Net 30

JU	C	R	E
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Bill To

SBC/Ameritech
CLEC Compensation
722 N. Broadway
Floor 10
Milwaukee, WI 53202

Description	Amount
Intra-LATA Toll Termination Period: September 1, 2003 - September 30, 2003 MOU: 599,014 Rate: \$0.012 per MOU	7,188.17

PLEASE RETURN ONE COPY OF INVOICE WITH PAYMENT

 Subtotal
 \$7,188.17

 Sales Tax (6.0%)
 \$0.00

 Total
 \$7,188.17



Date:	11/5/2003
Invoice #:	447
Terms:	Net 30



Bill To

SBC/Ameritech CLEC Compensation 722 N. Broadway Floor 10

Milwaukee, WI 53202

Description	Amount
Intra-LATA Toll Termination Period: October 1, 2003 - October 31, 2003 MOU: 615,266	7,383.19
Rate: \$0.012 per MOU	

Subtotal	\$7,383.19
Sales Tax (6.0%)	\$0.00
Total	\$7,383.19



Date:	12/15/2003
Invoice #:	500
Terms:	Net 30

U C R E

Bill To

SBC/Ameritech CLEC Compensation 722 N. Broadway Floor 10 Milwaukee, WI 53202

Description	Amount
Intra-LATA Toll Termination	7,389.02
Period: November 1, 2003 - November 30, 2003	
MOU: 615,752	
Rate: \$0.012 per MOU	
·	
'	

Subtotal	\$7,389.02
Sales Tax (6.0%)	\$0.00
Total	\$7,389.02



Date:	1/16/2004
Invoice #:	509
Terms:	Net 30



Description	Amount
Intra-LATA Toll Termination Period: December 1, 2003 - December 31, 2003 MOU: 579,743	6,956.92
Rate: \$0.012 per MOU	

Subtotal	\$6,956.92
Sales Tax (6.0%)	\$0.00
Total	\$6,956.92



Date:	1/31/2004
Invoice #:	551
Terms:	Net 30

J	U	C	R	E
	•			

Description	Amount
End Office Local Termination Duration @ \$0.000605/Minute End Office Local Termination Set-up @ \$0.001885/Call	37,384.19 1,924.87
Period: January 1, 2004 - January 31, 2004 Duration: 61,792,050.55 Minutes of Use Call Sct-up: 1,021,149 Calls	
Traffic without Calling Party Number (@ PLU Factor): End Office Local Termination Duration @ \$0.000605/Minute @ .9955 PLU factor End Office Local Termination Sct-up @ \$0.001885/Call @ .9955 PLU factor	270.06 521.19
Period: January 1, 2004 - January 31, 2004 Duration: 448,405.85 Minutes of Use Call Set-up: 277,745 Calls	

PLEASE RETURN ONE COPY OF INVOICE WITH PAYMENT

 Subtotal
 \$40,100.31

 Sales Tax (6.0%)
 \$0.00

 Total
 \$40,100.31



Date:	2/29/2004
Invoice #:	557
Terms:	Net 30

1	U	c	R	E

Description	Amount
End Office Local Termination Duration @ \$0.000605/Minute End Office Local Termination Set-up @ \$0.001885/Call	34,155.79 1,749.23
Period: February 1, 2004 - February 29, 2004 Duration: 56,455,849.03 Minutes of Use Call Set-up: 927,975 Calls	
Traffic without Calling Party Number (@ PLU Factor): End Office Local Termination Duration @ \$0.000605/Minute @ .9955 PLU factor End Office Local Termination Set-up @ \$0.001885/Call @ .9955 PLU factor	247.82 331.56
Period: February 1, 2004 - February 29, 2004 Duration: 411,474.90 Minutes of Use Call Set-up: 176,689 Calls	
·	

Subtotal	\$36,484.40
Sales Tax (6.0%)	\$0.00
Total	\$36,484.40





Date:	5/5/2004
Invoice #:	568
Terms:	

Description	Amount
End Office Local Termination Duration @ \$0.000605/Minute End Office Local Termination Set-up @ \$0.001885/Call	34,155.82 1,990.98
Period: March 1, 2004 - March 31, 2004 Duration: 56,455,903.28 Minutes of Use Call Set-up: 1,056,224 Calls	
Traffic without Calling Party Number (@ PLU Factor): End Office Local Termination Duration @ \$0.000605/Minute @ .9953 PLU factor End Office Local Termination Set-up @ \$0.001885/Call @ .9953 PLU factor	245.72 412.61
Period: March 1, 2004 - March 31, 2004 Duration: 408,073,41 Minutes of Use Call Set-up: 219,927 Calls	

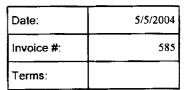
PLEASE RETURN ONE COPY OF INVOICE WITH PAYMENT

 Subtotal
 \$36,805.13

 Sales Tax (6.0%)
 \$0.00

 Total
 \$36,805.13





J	U	C	R	E

Description	Amount
End Office Local Termination Duration @ \$0.000605/Minute End Office Local Termination Set-up @ \$0.001885/Call	32,030.92 1,640.36
Period: April 1, 2004 - April 30, 2004 Duration: 52,943,662.41 Minutes of Use Call Set-up: 870,219 Calls	
Traffic without Calling Party Number (@ PLU Factor): End Office Local Termination Duration @ \$0.000605/Minute @ .9953 PLU factor End Office Local Termination Set-up @ \$0.001885/Call @ .9953 PLU factor	181.72 339.50
Period: April 1, 2004 - April 30, 2004 Duration: 301,787.05 Minutes of Use Call Set-up: 180,958 Calls	

Subtotal	\$34,192.50
Sales Tax (6.0%)	\$0.00
Total	\$34.192.50



Date:	6/5/2004
Invoice #:	587
Terms:	,

JUCRE

Bill To SBC/Ameritech CLEC Compensation 722 N. Broadway Floor 10

Milwaukee, WI 53202

Description	Amount
End Office Local Termination Duration @ \$0.000605/Minute End Office Local Termination Set-up @ \$0.001885/Call	30,919.72 1,674.17
Period: May 1, 2004 - May 31, 2004 Duration: 51,106,971.59 Minutes of Use Call Set-up: 888,155 Calls	
Traffic without Calling Party Number (@ PLU Factor): End Office Local Termination Duration @ \$0.000605/Minute @ .9953 PLU factor End Office Local Termination Set-up @ \$0.001885/Call @ .9953 PLU factor	172.52 298.90
Period: May 1, 2004 - May 31, 2004 Duration: 286,502.77 Minutes of Use Call Set-up: 159,319 Calls	

PLEASE RETURN ONE COPY OF INVOICE WITH PAYMENT

 Subtotal
 \$33,065.31

 Sales Tax (6.0%)
 \$0.00

 Total
 \$33,065.31



Date:	7/5/2004
Invoice #:	908
Terms:	

I	U	C	R	E

Description	Amount
End Office Local Termination Duration @ \$0.000605/Minute End Office Local Termination Set-up @ \$0.001885/Call	29,547.67 1,593.42
Period: June 1, 2004 - June 30, 2004 Duration: 48,839,117,4407 Minutes of Use Call Set-up: 845,318 Calls	
Traffic without Calling Party Number (@ PLU Factor):	
End Office Local Termination Duration @ \$0.000605/Minute @ .9953 PLU factor End Office Local Termination Set-up @ \$0.001885/Call @ .9953 PLU factor	177.64 447.62
Period: June 1, 2004 - June 30, 2004 Duration: 295.014.54 Minutes of Use Call Set-up: 238,583 Calls	

PLEASE RETURN ONE COPY OF INVOICE WITH PAYMENT

 Subtotal
 \$31,766.35

 Sales Tax (6.0%)
 \$0.00

 Total
 \$31,766.35



Date:	8/5/2004
Invoice #:	950
Terms:	



Description	Amount
End Office Local Termination Duration @ \$0.000605/Minute End Office Local Termination Set-up @ \$0.001885/Call	29,723.08 1,600.51
Period: July 1, 2004 - July 31, 2004 Duration: 49,129,044,5180 Minutes of Use Call Set-up: 849,072 Calls	
Traffic without Calling Party Number (@ PLU Factor):	191.61
End Office Local Termination Duration @ \$0.000605/Minute @ .9953 PLU factor End Office Local Termination Set-up @ \$0.001885/Call @ .9953 PLU factor	627.14
Period: July 1, 2004 - July 31, 2004 Duration: 318,199.97 Minutes of Use Call Set-up: 334,271 Calls	

PLEASE RETURN ONE COPY OF INVOICE WITH PAYMENT

 Subtotal
 \$32,142.34

 Sales Tax (6.0%)
 \$0.00

 Total
 \$32,142.34



Date:	9/5/2004
Invoice #:	1007
Terms:	

U C R E

Bill To

SBC/Ameritech
CLEC Compensation
722 N. Broadway
Floor 10
Milwaukee, WI 53202

Description	Amount
End Office Local Termination Duration @ \$0.000605/Minute End Office Local Termination Set-up @ \$0.001885/Call	41,182.15 2,289.81
Period: August 1, 2004 - August 31, 2004 Duration: 68,069,674.8116 Minutes of Use Call Set-up: 1,214,754 Calls	
Traffic without Calling Party Number (@ PLU Factor): End Office Local Termination Duration @ \$0.000605/Minute @ .9953 PLU factor End Office Local Termination Set-up @ \$0.001885/Call @ .9953 PLU factor	203.75 490.26
Period: July 1, 2004 - July 31, 2004 Duration: 338,371.7617 Minutes of Use Call Set-up: 261,311 Calls	

Subtotal	\$44,165.97
Sales Tax (6.0%)	\$0.00
Total	\$44,165.97



Date:	10/5/2004
Invoice #:	1059
Terms:	

U C R E

Bill To SBC/Ameritech CLEC Compensation 722 N. Broadway

Floor 10

Milwaukee, WI 53202

Description	Amount
End Office Local Termination Duration @ \$0.000605/Minute End Office Local Termination Set-up @ \$0.001885/Call	37,761.65 2,022.85
Period: September 1, 2004 - September 30, 2004 Duration: 62,415,975.0483 Minutes of Use Call Sct-up: 1,073,127 Calls	
Traffic without Calling Party Number (@ PLU Factor): End Office Local Termination Duration @ \$0.000605/Minute @ .9953 PLU factor End Office Local Termination Set-up @ \$0.001885/Call @ .9953 PLU factor	193.89 510.42
Period: September 1, 2004 - September 30, 2004 Duration: 321,993,0233 Minutes of Use Call Set-up: 272,061 Calls	

Subtotal	\$40,488.81
Sales Tax (6.0%)	\$0.00
Total	\$40,488.81





Date:	11/5/2004
Invoice #:	1085
Terms:	

Description	Billing Period	Amount
End Office Local Termination Duration @ \$0.000605/Minute End Office Local Termination Set-up @ \$0.001885/Call	10/01/2004 - 10/31/2004 10/01/2004 - 10/31/2004	38,826.98 2,438.40
Duration: 64,176,819.9067 Minutes of Use Call Set-up: 1.317,452 Calls		
Traffic without Calling Party Number (@ PLU Factor): End Office Local Termination Duration @ \$0.000605/Minute @ .9953 PLU factor End Office Local Termination Set-up @ \$0.001885/Call @ .9953 PLU factor	10/01/2004 - 10/31/2004 10/01/2004 - 10/31/2004	162.99 592.10
Duration: 270,681.9467 Minutes of Use Call Set-up: 315,594 Calls		

PLEASE RETURN ONE COPY OF INVOICE WITH PAYMENT TO:

LUCRE, INC. 4011 PLAINFIELD AVE., GRAND RAPIDS, MI 49525 TOLL FREE: 877-465-8273 VOICE: 616-361-0128 FAX: 616-361-5717

FOR QUESTIONS AND CONCERNS, PLEASE DIRECT YOUR INQUIRIES TO JON HALE.

Subtotal	\$42,020.47
Sales Tax (6.0%)	\$0.00
Total	\$42,020.47



Date:	1/31/2004
Invoice #:	550
Terms:	Net 30

U C R E

Bill To SBC/Ameritech CLEC Compensation 722 N. Broadway

Floor 10

Milwaukee, WI 53202

Description	Amount
Intra-LATA Toll Termination Period: Jaunary 1, 2004 - January 31, 2004 MOU: 581,573	6,978.88
Rate: \$0.012 per MOU	

Subtotal	\$6,978.88
Sales Tax (6.0%)	\$0.00
Total	\$6.978.88



Date:	2/29/2004
Invoice #:	556
Terms:	Net 30

U C R E

SBC/Ameritech CLEC Compensation 722 N. Broadway

Bill To

Floor 10 Milwaukee, Wl 53202

Description	Amount
ntra-LATA Toll Termination	6,393.89
Period: February 1, 2004 - February 29, 2004	
MOU: 532,824 Rate: \$0.012 per MOU	
tale. 50.012 per 14100	
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PLEASE RETURN ONE COPY OF INVOICE WITH PAYMENT

 Subtotal
 \$6,393.89

 Sales Tax (6.0%)
 \$0.00

 Total
 \$6,393.89



Date:	5/5/2004
Invoice #:	569
Terms:	Net 30

JUCRE

Bill To

SBC/Ameritech
CLEC Compensation
722 N. Broadway
Floor 10
Milwaukee, WI 53202

Description	Amount
Intra-LATA Toll Termination	6,389.59
Period: March 1, 2004 - March 31, 2004 MOU: 532,466	
Rate: \$0.012 per MOU	

Subtotal	\$6,389.59
Sales Tax (6.0%)	\$0.00
Total	\$6,389.59



Date:	5/5/2004
Invoice #:	586
Terms:	Net 30

U C R E

Bill To

SBC/Ameritech
CLEC Compensation
722 N. Broadway
Floor 10
Milwaukee, WI 53202

Description	Amount
Intra-LATA Toll Termination	6,104.68
Period: April 1, 2004 - April 30, 2004 MOU: 508,723	
Rate: \$0.012 per MOU	
	•
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Subtotal	\$6,104.68
Sales Tax (6.0%)	\$0.00
Total	\$6,104.68



Date:	6/5/2004
Invoice #:	588
Terms:	Net 30

JUCRE

Bill To

SBC/Ameritech
CLEC Compensation
722 N. Broadway
Floor 10
Milwaukee, WI 53202

Description	Amount
Intra-LATA Toll Termination Period: May 1, 2004 - May 31, 2004 MOU: 547.562 Rate: \$0.012 per MOU	6,570.74

Subtotal	\$6,570.74
Sales Tax (6.0%)	\$0.00
Total	\$6,570.74



Date:	7/5/2004
Invoice #:	909
Terms:	Net 30

U C R E

Bill To

SBC/Ameritech
CLEC Compensation
722 N. Broadway
Floor 10
Milwaukec, W1 53202

Description	Amount
Intra-LATA Toll Termination Period: June 1, 2004 - June 30, 2004 MOU: 544,657 Rate: \$0.012 per MOU	6,535.88

Subtotal	\$6,535.88
Sales Tax (6.0%)	\$0.00
Total	\$6,535.88





Bill To

SBC/Ameritech CLEC Compensation 722 N. Broadway Floor 10 Milwaukee, WI 53202

Description	Amou	ınt
Intra-LATA Toll Termination Period: July 1, 2004 - July 31, 2004 MOU: 595,634 Rate: \$0.012 per MOU		7,147.61
	Subtotal	\$7,147.61
PLEASE RETURN ONE COPY OF INVOICE WITH PAYMENT	Sales Tax (6.0%)	\$0.00
	Total	\$7,147.61



Date:	9/5/2004
Invoice #:	1006
Terms:	Net 30

U C R E

Bill To

SBC/Ameritech
CLEC Compensation
722 N. Broadway
Floor 10
Milwaukee, WI 53202

Amount
7,692.79

PLEASE RETURN ONE COPY OF INVOICE WITH PAYMENT

 Subtotal
 \$7,692.79

 Sales Tax (6.0%)
 \$0.00

 Total
 \$7,692.79





Bill To

SBC/Ameritech CLEC Compensation 722 N. Broadway Floor 10 Milwaukee, WI 53202

Description	Amou	int
Description  ntra-LATA Toll Termination Period: September 1, 2004 - September 30, 2004  MOU: 639,301,2400 Rate: \$0.012 per MOU)	Alliot	7,671.61
PLEASE RETURN ONE COPY OF INVOICE WITH PAYMENT	Subtotal Sales Tay (6.0%)	\$7,671.6 \$0.0
PLEASE REPORT ONE COLT OF INTO CO.	Sales Tax (6.0%)  Total	\$0.0 \$7,671.6





Date:	11/5/2004
Invoice #:	1084
Terms:	Net 30

SBC/Ameritech
CLEC Compensation

722 N. Broadway

Floor 10 Milwaukee, WI 53202

Description	Billing Period	Amount
Intra-LATA Toll Termination	10/01/2004 - 10/31/2004	7,631.22
MOU: 635,934.77 Rate: \$0.012 per MOU		

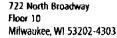
PLEASE RETURN ONE COPY OF INVOICE WITH PAYMENT TO:

LUCRE, INC. 4011 PLAINFIELD AVE., GRAND RAPIDS, MI 49525 TOLL FREE: 877-465-8273 VOICE: 616-361-0128 FAX: 616-361-5717

FOR QUESTIONS AND CONCERNS, PLEASE DIRECT YOUR INQUIRIES TO JON HALE.

Subtotal	\$7,631.22
Sales Tax (6.0%)	\$0.00
Total	\$7,631.22

MPSC Case No. U-14374 Exhibit No. JH-3(C-\_\_\_)





October 14, 2003

Lucre, Inc. 4011 Plainfield, N.E. Grand Rapids, MI 49525 ATTN: Steve Hale

This notice is hereby given pursuant to Section 28.2 of the Interconnection Agreement between Michigan Bell Telephone Company Inc. d/b/a SBC Michigan and Lucre, Inc., that SBC Michigan disputes invoice #263 and #264 dated 8/20//2003; also invoices #273 and #274 dated 9/05/2003, received from Lucre per the Interconnection Agreement for the following reasons:

Per the interconnection agreement, traffic subject to intercarrier compensation is limited
to SBC Michigan customer-originated local and IntraLATA toll traffic passed to Lucre Inc.
Based on internal traffic recordings, SBC Michigan disputes the amounts, messages,
and minutes of use (MOU) shown on the attachments as not originating with SBC
Michigan customers. Traffic not eligible to be billed to SBC Michigan includes traffic
originated by CLECs (including ported numbers), Wireless Carriers, Inter-exchange
Carriers, Independent Local Exchange Carriers (except as cared for under a Primary Toll
Carrier arrangement) and ULECs (companies utilizing SBC Michigan's Unbundled
Network Element Platform: UNE-P).

Lucre Inc was notified, via Accessible Letter, on December 16, 2002 of the availability of call record detail for ULEC-originated traffic. The ULEC originated traffic can also be positively identified by Lucre Inc through the Line Item Data Base (LIDB).

The disputes, payments and invoice amounts are detailed on the attachments.

Please contact me with any questions regarding these issues. I can be reached at (414) 226-0494.

Sincerely,

Sheryl a. Yhvsor Sheryl A. Johnson

SBC

Reciprocal Compensation Operations Manager

cc: Jon K. Hale Lucre, Inc. 4011 Plainfield, N.E. Grand Rapids, MI 49525

Paul Dorin, SBC

Enc. (4)

Pate: 10/14/03 SBC Dispute Detail

Page: 1

State/OCN: M12518 LEC Name: LUCRE, INC.

Invoice Number: MI2518TC010263

3ill Date : 08/20/03

Disputes	Amount	Quantity
LOCAL MOU	\$3,291.47	5,440,446
LOCAL MSG SET UP	\$1,219.52	646,962
TOTAL DISPUTES	\$4,510.99	
PAYMENT AMOUNT	\$43,408.74	
BILLED AMOUNT	\$47,919.73	

ate: 10/14/03 SBC Dispute Detail

Page: 1

itate/OCN: M12518 ILEC Name: LUCRE, INC.

invoice Number: MI2518TC020264 3ili Date : 08/20/03

) isputes	Amount	Quentity
TOLL MOU	\$4,067.95	338,996
	. 4 4	
TOTAL DISPUTES	\$4,067.95	
PAYMENT ANOUNT	\$2,996.02	
BILLED AMOUNT	\$7,063.97	

Date: 10/14/03 SBC Dispute Detail

Page: 1

State/OCN: M12518 CLEC Name: LUCRE, INC.

Invoice Number: MI2518TC010273 Bill Date : 09/05/03

Disputes	Amount	Quantity
LOCAL MOU	\$1,416.65	2,341,572
LOCAL MSG SET UP	\$668.56	354,673
Total Diphire	\$2,085.21	
TOTAL DISPUTES	•	
PAYMENT AMOUNT	\$41,458.96	
BILLED AMOUNT	<b>\$</b> 43,544.17	

ate: 10/14/03 SBC Dispute Detail

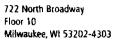
Page: 1

tate/OCN: M12518 LEC Name: LUCRE, INC.

nvoice Number: M12518TC020274 .ill Date : 09/05/03

Fisputes Amount Quantity risputes \$5,259.38 438,282 TOLL MOU

..... \$5,259.38 TOTAL DISPUTES PAYMENT AMOUNT \$2,776.71 \$8,036.09 BILLED AMOUNT





October 14, 2003

Lucre, Inc. 4011 Plainfield, N.E. Grand Rapids, MI 49525 ATTN: Steve Hale

This notice is hereby given pursuant to Section 28.2 of the Interconnection Agreement between Michigan Bell Telephone Company Inc. d/b/a SBC Michigan and Lucre, Inc., that SBC Michigan disputes the following invoices, received from Lucre per the Interconnection Agreement for the following reasons:

Bill Date	Received Date
01/16/04	02/09/04
01/16/04	02/09/04
12/15/03 (incorrectly stated as 12/15/04 on invoice)	02/03/04
	02/03/04
	02/03/04
	02/03/04
	02/03/04
	02/03/04
	02/03/04
	02/03/04
* - · - ·	02/03/04
90	02/03/04
	01/16/04

Per the interconnection agreement, traffic subject to intercarrier compensation is limited to SBC Michigan customer-originated local and IntraLATA toll traffic passed to Lucre Inc. Based on internal traffic recordings, SBC Michigan disputes the amounts, messages (Local MSG Set Up), and minutes of use (MOU) shown on the attachments as not originating with SBC Michigan customers. Traffic not eligible to be billed to SBC Michigan includes traffic originated by CLECs (including ported numbers), Wireless Carriers, Inter-exchange Carriers, Independent Local Exchange Carriers (except as cared for under a Primary Toll Carrier arrangement) and ULECs (companies utilizing SBC Michigan's Unbundled Network Element Platform: UNE-P).

Lucre Inc was notified, via Accessible Letter, on December 16, 2002 of the availability of call record detail for ULEC-originated traffic. The ULEC originated traffic can also be positively identified by Lucre Inc through the Line Item Data Base (LIDB).

The disputes, payments and invoice amounts are detailed on the attachments.

Please contact me with any questions regarding these issues. I can be reached at (414) 226-0494.

Sincerely.

Sheryl Q. Johnson

SBC

Reciprocal Compensation Operations Manager

cc: Jon K. Hale Lucre, Inc.

4011 Plainfield, N.E. Grand Rapids, MI 49525

Paul Dorin, SBC

Enc. (12)

Date: 02/13/04 SBC Dispute Detail

Page: 1

State/OCN: M12518 CLEC Name: LUCRE, INC.

Invoice Number: MI2518TC010508 Bill Date : 01/16/04

Disputes	Amount	Quantity
***************************************		
LOCAL MOU	\$1,171.97	1,937,143
LOCAL MSG SET UP	\$469.04	248,830
~		
TOTAL DISPUTES	\$1,641.01	
PAYMENT AMOUNT	\$38,495.26	
BILLED AMOUNT	\$40,136.27	

Date: 02/13/04

SBC Dispute Detail

Page: 1

State/OCN: MI2518 CLEC Name: LUCRE, INC.

Invoice Number: M12518TC020509 Bill Date : 01/16/04

Bisputes	Amount	Quantity
***************************************		
TOLL MOU	\$4,167.04	347,253
TOTAL DISPUTES	\$4,167.04	
PAYMENT AMOUNT	\$2,789.88	
BILLED AMOUNT	\$6,956.92	

Date: 02/13/04 SBC Dispute Detail

Page: 1

State/OCN: MI2518 CLEC Name: LUCRE, INC.

Invoice Number: M12518TC010499
Bill Date : 12/15/03

Disputes	Amount	Quantity
LOCAL MOU	\$8,104.20	13,395,368
LOCAL MSG SET UP	\$1,988.47	1,054,893
TOTAL DISPUTES	\$10,092.67	
PAYMENT AMOUNT	\$37,823.32	
BILLED AMOUNT	\$47,915.99	

Date: 02/13/04 SBC Dispute Detail Page: 1

State/OCN: MI2518 CLEC Name: LUCRE, INC.

Invoice Number: M12518TC020500 Bill Date : 12/15/03

Disputes	Amount	Quantity
***************************************		
TOLL MOU	\$5,777.93	481,4 <del>9</del> 4
TOTAL DISPUTES	\$5,777.93	
PAYMENT AMOUNT	\$1,611.09	
BILLED AMOUNT	\$7,389.02	

Date: 02/13/04

SBC Dispute Detail

Page: 1

State/OCN: MI2518 CLEC Name: LUCRE, INC.

Invoice Number: MI2518TC010446 Bill Date : 11/05/03

Disputes	Amount	Quantity
LOCAL HOU	\$1,508.89	2,494,032
LOCAL MSG SET UP	\$1,120.67	594,519
TOTAL DISPUTES	\$2,629.56	
PAYMENT AMOUNT	\$38,232.11	
BILLED AMOUNT	\$40,861.67	

Date: 02/13/04 SBC Dispute Detail

Page: 1

State/DCN: MI2518 CLEC Name: LUCRE, INC.

Invoice Number: MI2518TC020447 Bill Date : 11/05/03

Disputes	Amount	Quantity
TOLL MOU	\$3,895.16	324,597
TATAL DISMITES	\$3,895.16	
TOTAL DISPUTES PAYMENT AMOUNT	\$3,488.03	
BILLED AMOUNT	\$7,383.19	

Date: 02/13/04 SBC Dispute Detail Page: 1

State/OCN: MI2518 CLEC Name: LUCRE, INC.

Invoice Number: M12518TC010393

Bill Date : 10/22/03

Disputes	Amount	Quantity
LOCAL MOU	\$1,546.44	2,556,107
LOCAL MSG SET UP	\$1,530.64	812,013
		, <b>.</b>
TOTAL DISPUTES	\$3,077.08	
PAYMENT AMOUNT	<b>\$37,</b> 159.92	
BILLED AMOUNT	\$40,237.00	

Date: 02/13/04 SBC Dispute Detail

Page: 1

State/OCN: MI2518 CLEC Name: LUCRE, INC.

Invoice Number: MI2518TC020394 Bill Date : 10/22/03

Disputes	Amount	Quantity
TOLL HOU	\$2,707.66	225,638
TOTAL DISPUTES	\$2,707.66	
PAYMENT AMOUNT	\$4,480.51	
BILLED AMOUNT	\$7,188.17	

Date: 02/13/04 SBC Dispute Detail

Page: 1

State/OCN: MI2518 CLEC Name: LUCRE, INC.

Invoice Number: MI251870020353 Bill Date : 09/26/03

Disputes	Amount	Quantity
TOLL MOU	<b>\$</b> 5,267.40	438,950
TOTAL DISPUTES	\$5,267.40	
PAYMENT AMOUNT	\$2,835.19	
BILLED AMOUNT	\$8,102.59	

ate: 02/13/04 SBC Dispute Detail

Page: 1

tate/OCN: MI2518 ILEC Name: LUCRE, INC.

nvoice Number: M12518TC010312

fill Date : 09/12/03

) î sputes	Amount	Quantity
_OCAL MOU	\$1,894.73	3,131,792
LOCAL MSG SET UP	\$554.53	294,179
TOTAL DISPUTES	\$2,449.26	
PAYMENT AMOUNT	<b>\$</b> 41,015.55	
BILLED AMOUNT	\$43,464.81	

Date: 02/13/04

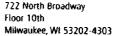
SBC Dispute Detail

Page: 1

State/OCN: MI2518 CLEC Name: LUCRE, INC.

Invoice Number: MI2518TC020313 Bill Date : 09/12/03

Disputes	Amount	Quantity
TOLL MOU	\$3,505.06	292,088
TOTAL DISPUTES	\$3,505.06	
PAYMENT AMOUNT	\$4,492.24	
BILLED AMOUNT	\$7,997.30	





April 28, 2004

Lucre, Inc.

4011 Plainfield, N.E. Grand Rapids, MI 49525 ATTN: Steve Hale

This notice is hereby given pursuant to Section 28.2 of the Interconnection Agreement between Michigan Bell Telephone Company Inc. d/b/a SBC Michigan and Lucre, Inc., that SBC Michigan disputes the following invoices, received from Lucre per the Interconnection Agreement for the following reasons:

Invoice #	Bill Date
550	04/14/2004
551	04/14/2004
556	04/14/2004
557	04/14/2004

Per the interconnection agreement, traffic subject to intercarrier compensation is limited to SBC Michigan customer-originated local and IntraLATA toll traffic passed to Lucre Inc. Based on internal traffic recordings, SBC Michigan disputes the amounts, messages (Local MSG Set Up), and minutes of use (MOU) shown on the attachments as not originating with SBC Michigan customers. Traffic not eligible to be billed to SBC Michigan includes traffic originated by CLECs (including ported numbers), Wireless Carriers, Inter-exchange Carriers, Independent Local Exchange Carriers (except as cared for under a Primary Toll Carrier arrangement) and ULECs (companies utilizing SBC Michigan's Unbundled Network Element Platform: UNE-P).

Lucre Inc was notified, via Accessible Letter, on December 16, 2002 of the availability of call record detail for ULEC-originated traffic. The ULEC originated traffic can also be positively identified by Lucre Inc through the Line Item Data Base (LIDB).

The disputes, payments and invoice amounts are detailed on the attachments.

Please contact me with any questions regarding these issues. I can be reached at (414) 226-0494.

Sincerely

Sheryl A. Johnson

SBC

Reciprocal Compensation Operations Manager

cc: Jon K. Hale Lucre, Inc. 4011 Plainfield, N.E. Grand Rapids, MI 49525

Paul Dorin, SBC

Enc. (4)

SBC Dispute Detail

Page: 1

State/OCN: MI2518 CLEC Name: LUCRE, INC.

Invoice Number: MI2518TC020550

Bill Date : 04/14/04

Oisputes	Amount	Quantity
TOLL MOU	\$5,066.52	422,210
**************************************		•••••
TOTAL DISPUTES	\$5,066.52	
PAYMENT AMOUNT	\$1,912.36	
BILLED AMOUNT	<b>\$</b> 6,978.88	

SBC Dispute Detail

Page: 1

State/OCN: MI2518 CLEC Name: LUCRE, INC.

Invoice Number: MI2518TC010551 Bill Date : 04/14/04

Disputes	Amount	Quantity
LOCAL HOU	\$1,405.46	2,323,073
LOCAL MSG SET UP	\$602.93	319,857
		*********
TOTAL DISPUTES	\$2,008.39	
PAYMENT AMOUNT	\$38,091.92	
BILLED AMOUNT	\$40,100.31	

SBC Dispute Detail

Page: 1

State/OCN: MI2518 CLEC Name: LUCRE, INC.

Invoice Number: MI2518TC020556 Bill Date : 04/14/04

Disputes	Amount	Quantity
TOLL MOU	\$2,931.43	244,286
TOTAL DISPUTES	\$2,931.43	
PAYMENT AMOUNT BILLED AMOUNT	\$3,462.46 \$6,393.89	

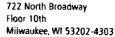
SBC Dispute Detail

Page: 1

State/OCN: MI2518 CLEC Name: LUCRE, INC.

Invoice Number: MI2518TC010557 Bill Date : 04/14/04

Disputes	Amount	Quantity
LOCAL NOU	\$1,762.09	2,912,538
LOCAL MSG SET UP	\$379.50	201,327
TOTAL DISPUTES	\$2,141.59	
PAYMENT AMOUNT	\$34,342.81	
BILLED AMOUNT	\$36,484.40	





July 20, 2004

Lucre, Inc. 4011 Plainfield, N.E. Grand Rapids, MI 49525 ATTN: Steve Hale

This notice is hereby given pursuant to Section 28.2 of the Interconnection Agreement between Michigan Bell Telephone Company Inc. d/b/a SBC Michigan and Lucre, Inc., that SBC Michigan disputes the following invoices, received from Lucre per the Interconnection Agreement for the following reasons:

Invoice #	Bill Date
568	05/05/2004
569	05/05/2004
585	05/05/2004
5 <b>8</b> 6	05/05/2004
587	06/05/2004
588	06/05/2004

Per the interconnection agreement, traffic subject to intercarrier compensation is limited to SBC Michigan customer-originated local and IntraLATA toll traffic passed to Lucre Inc. Based on internal traffic recordings, SBC Michigan disputes the amounts, messages (Local MSG Set Up), and minutes of use (MOU) shown on the attachments as not originating with SBC Michigan customers. Traffic not eligible to be billed to SBC Michigan includes traffic originated by CLECs (including ported numbers), Wireless Carriers, Inter-exchange Carriers, Independent Local Exchange Carriers (except as cared for under a Primary Toll Carrier arrangement) and ULECs (companies utilizing SBC Michigan's Unbundled Network Element Platform: UNE-P).

Lucre Inc was notified, via Accessible Letter, on December 16, 2002 of the availability of call record detail for ULEC-originated traffic. The ULEC originated traffic can also be positively identified by Lucre Inc through the Line Item Data Base (LIDB).

As you are aware, SBC had invoked the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic (the "ISP Compensation Order") in the state of Michigan effective July 6, 2003. SBC disputes ISP usage billed by Lucre because it is not in compliance with the rates and terms provided for in the ISP Compensation Order. SBC reserves its right to seek refund for any payments made to Lucre for ISP-bound traffic that was not billed in compliance with that order.

The disputes, payments and invoice amounts are detailed on the attachments.

Please contact me with any questions regarding these issues. I can be reached at (414) 226-0494.

Sincerely, Skeugl a. Johnson

Sheryl A. Johnson SBC

Reciprocal Compensation Operations Manager

cc: Jon K. Hale Lucre, Inc.

4011 Plainfield, N.E. Grand Rapids, MI 49525

Paul Dorin, SBC

Enc. (6)

Date: 07/20/04 SBC Dispute Detail Page: 1

State/OCN: MI2518 CLEC Name: LUCRE, INC.

Invoice Number: MI2518TC010568
Bill Date : 05/05/04

Disputes	Amount	Quantity
LOCAL MOU	\$978.35	1,617,111
LOCAL MSG SET UP	\$523.59	277,768
TOTAL DISPUTES	\$1,501.94	
PAYMENT AMOUNT	\$35,303.19	
BILLED AMOUNT	\$36,805.13	

Date: 07/20/04 SBC Dispute Detail

Page: 1

State/OCN: MI2518 CLEC Name: LUCRE, INC.

Invoice Number: MI2518TC020569
Bill Date : 05/05/04

Disputes	Amount	Quantity
TOLL NOU	\$2,149.25	179,104
TOTAL DISPUTES	\$2,149.25	
PAYMENT AMOUNT	\$4,240.34	
BILLED AMOUNT	\$6,389.59	

Date: 07/20/04 SBC Dispute Detail Page: 1

State/OCN: MI2518 CLEC Name: LUCRE, INC.

Invoice Number: MI2518TC010585 Bill Date : 05/05/04

Disputes	Amount	Quantity
LOCAL HOU	\$1,730.54	2,860,399
LOCAL MSG SET UP	\$428.83	227,498
TOTAL DISPUTES	\$2,159.37	
PAYMENT AMOUNT	\$32,033.13	
BILLED AMOUNT	\$34,192.50	

Date: 07/20/04

SBC Dispute Detail

Page: 1

State/OCN: MI2518 CLEC Name: LUCRE, INC.

Invoice Number: MI2518TC020586 Bill Date : 05/05/04

Disputes	Amount	Quantity
TOLL MOU	\$2,505.92	208,827
		••
TOTAL DISPUTES	\$2,505.92	
PAYMENT AMOUNT	\$3,598.76	
BILLED AMOUNT	\$6,104.68	

Date: 07/20/04 SBC Dispute Detail Page: 1

State/OCN: M12518 CLEC Name: LUCRE, INC.

Invoice Number: MI2518TC010587 Bill Date : 06/05/04

Disputes	Amount	Quantity
LOCAL MOU	\$1,509.94	2,495,763
LOCAL MSG SET UP	\$385.85	204,693
•		******
TOTAL DISPUTES	\$1,895.79	
PAYMENT AMOUNT	\$31,169.52	
BILLED ANOUNT	\$33,065.31	

Date: 07/20/04

SBC Dispute Detail

Page: 1

State/OCN: MI2518 CLEC Name: LUCRE, INC.

Invoice Number: MI2518TC020588

Bill Date : 06/05/04

Disputes	Amount	Quantity
TOLL HOU	<b>\$3,7</b> 57.55	313,129
TOTAL DISPUTES	\$3,757.55	
PAYMENT AMOUNT	\$2,813.19	
BILLED AMOUNT	\$6,570.74	

October 1, 2004

Lucre, Inc. 4011 Plainfield, N.E. Grand Rapids, MI 49525 ATTN: Steve Hale

This notice is hereby given pursuant to Section 28.2 of the Interconnection Agreement between Michigan Bell Telephone Company Inc. d/b/a SBC Michigan and Lucre, Inc., that SBC Michigan disputes the following invoices, received from Lucre per the Interconnection Agreement for the following reasons:

Invoice #	Bill Date	Received Date
908	07/05/2004	09/03/04
909	07/05/2004	09/03/04
950	08/05/2004	09/03/04
1007	09/05/2004	09/13/04

Per the interconnection agreement, traffic subject to intercarrier compensation is limited to SBC Michigan customer-originated local and IntraLATA toll traffic passed to Lucre Inc. Based on internal traffic recordings, SBC Michigan disputes the amounts, messages (Local MSG Set Up), and minutes of use (MOU) shown on the attachments as not originating with SBC Michigan customers. Traffic not eligible to be billed to SBC Michigan includes traffic originated by CLECs (including ported numbers), Wireless Carriers, Inter-exchange Carriers, Independent Local Exchange Carriers (except as cared for under a Primary Toll Carrier arrangement) and ULECs (companies utilizing SBC Michigan's Unbundled Network Element Platform: UNE-P).

Lucre Inc was notified, via Accessible Letter, on December 16, 2002 of the availability of call record detail for ULEC-originated traffic. The ULEC originated traffic can also be positively identified by Lucre Inc through the Line Item Data Base (LIDB).

• As you are aware, SBC had invoked the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic (the "ISP Compensation Order") in the state of Michigan effective July 6, 2003. SBC disputes ISP usage billed by Lucre because it is not in compliance with the rates and terms provided for in the ISP Compensation Order. SBC reserves its right to seek refund for any payments made to Lucre for ISP-bound traffic that was not billed in compliance with that order.

SBC Michigan has identified a total of \$106,219.19 of undisputed reciprocal compensation on invoices 908, 909,950, 951,1006, and 1007 (There are no disputes related to invoices #951 and #1006). It is SBC Michigan's position that when a carrier is past due on undisputed amounts owed to SBC, SBC is not obligated to remit payment for undisputed amounts owed to that carrier.

SBC's records indicate that Lucre, Inc. has significant past due balances owed to SBC. Accordingly, SBC will be withholding the undisputed amounts from Lucre, Inc.'s invoices until such time as Lucre, Inc. becomes current with past due amounts owed to SBC. If you have questions concerning these past due amounts, please direct them to Dave Egan at (414) 227-6624.

The disputes, payments and invoice amounts are detailed on the attachments.

Please contact me with any questions regarding these issues. I can be reached at (414) 226-0494.

Sincerely.

Shervi A. Johnson

SBC

Reciprocal Compensation Operations Manager

cc: Jon K. Hale Lucre, Inc. 4011 Plainfield, N.E. Grand Rapids, MI 49525

Paul Dorin, SBC

Enc. (4)

Date: 09/28/04 SBC Dispute Detail

Page: 1

State/OCN: MI2518 CLEC Name: LUCRE, INC.

Invoice Number: MI2518TC010908

Bill Date : 07/05/04

Disputes	Amount	Quantity
LOCAL MOU	\$1,455.74	2,406,177
LOCAL MSG SET UP	\$534.04	283,312
TOTAL DISPUTES	\$1,989.78	
PAYMENT AMOUNT	\$.00	
BILLED AMOUNT	\$31,766.35	

Bill Date : 07/05/04

Disputes	Amount	Quantity
TOLL MOU	\$4,268,40	355,700
	, , , , , , , , , , , , , , , , , , , ,	,
TOTAL DISPUTES	\$4,268.40	
PAYMENT AMOUNT	\$.00	
BILLED AMOUNT	\$6,535.88	

Date: 09/28/04

SBC Dispute Detail

Page:

1

State/OCN: MI2518 CLEC Name: LUCRE, INC.

Invoice Number: MI2518TC010950 Bill Date : 08/05/04

Disputes	Amount	Quantity
LOCAL MOU	\$1,557.33	2,574,097
LOCAL MSG SET UP	\$755.26	400,671
TOTAL DISPUTES	\$2,312.59	
PAYMENT ANOUNT	\$.00	
BILLED AMOUNT	\$32,142.34	

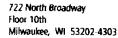
Date: 09/29/04 SBC Dispute Detail

Page: 1

State/OCN: MI2518 CLEC Name: LUCRE, INC.

Invoice Number: MIZ518TC011007 Bill Date : 09/05/04

Disputes	Amount	Quant i ty
		**********
LOCAL HOU	\$13,341.16	22,051,510
LOCAL MSG SET UP	\$1,319.82	700,171
•••••		
TOTAL DISPUTES	\$14,660.98	
PAYMENT AMOUNT	\$.00	
BILLED AMOUNT	\$44,165.97	





November 18, 2004

Lucre, Inc. 4011 Plainfield, N.E. Grand Rapids, MI 49525 ATTN: Steve Hale

This notice is hereby given pursuant to Section 28.2 of the Interconnection Agreement between Michigan Bell Telephone Company Inc. d/b/a SBC Michigan and Lucre, Inc., that SBC Michigan disputes the following invoices, received from Lucre per the Interconnection Agreement for the following reasons:

Invoice #	Bill Date	Received Date
1058	10/05/2004	10/12/04
1060	10/05/2004	10/12/04
1084	11/05/2004	11/08/04
1085	11/05/2004	11/08/04

Per the interconnection agreement, traffic subject to intercarrier compensation is limited to SBC Michigan customer-originated local and IntraLATA toll traffic passed to Lucre Inc. Based on internal traffic recordings, SBC Michigan disputes the amounts, messages (Local MSG Set Up), and minutes of use (MOU) shown on the attachments as not originating with SBC Michigan customers. Traffic not eligible to be billed to SBC Michigan includes traffic originated by CLECs (including ported numbers), Wireless Carriers, Inter-exchange Carriers, Independent Local Exchange Carriers (except as cared for under a Primary Toll Carrier arrangement) and ULECs (companies utilizing SBC Michigan's Unbundled Network Element Platform: UNE-P).

Lucre Inc was notified, via Accessible Letter, on December 16, 2002 of the availability of call record detail for ULEC-originated traffic. The ULEC originated traffic can also be positively identified by Lucre Inc through the Line Item Data Base (LIDB).

 As you are aware, SBC had invoked the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic (the "ISP Compensation Order") in the state of Michigan effective July 6, 2003. SBC reserves its right to seek refund for any payments made to Lucre for ISP-bound traffic that was not billed in compliance with that order. SBC Michigan has identified a total of \$69,211.14 of undisputed reciprocal compensation on the invoices named above. There are no disputes related to invoices 1058 and 1084.

SBC's records indicate that Lucre, Inc. has significant past due balances owed to SBC. Accordingly, SBC will withhold amounts due to Lucre, Inc. until such time as Lucre, Inc. becomes current with past due amounts owed to SBC. If you have questions concerning these past due amounts, please direct them to Dave Egan at (414) 227-6624.

The disputes, payments and invoice amounts are detailed on the attachments.

Please contact me with any questions regarding these issues. I can be reached at (414) 226-0494.

Sincerely, Sleryl a. Johnson

Sheryl A. Johnson

SBC

Reciprocal Compensation Operations Manager

cc: Jon K. Hale Lucre, Inc. 4011 Plainfield, N.E. Grand Rapids, MI 49525

Paul Dorin, SBC

Enc. (2)

Bill Date : 10/05/04

Disputes	Amount	Quantity
LOCAL MOU	\$12,206.02	20,175,234
LOCAL MSG SET UP	\$1,248.43	662,296
TOTAL DISPUTES	\$13,454.45	
PAYMENT AMOUNT	\$.00	
BILLED AMOUNT	\$40,488.81	

Date: 11/16/04 SBC Dispute Detail Page: 1

State/OCN: MI2518 CLEC Name: LUCRE, INC.

Invoice Number: MI2518TC011085 Bill Date : 11/05/04

Disputes	Amount	<b>Quantity</b>
LOCAL MOU	\$13,469.35	22,263,385
LOURE FOO	3.0,13.33	
LOCAL MSG SET UP	\$1,677.17	889,745
TATAL BICOUTES	\$15,146.52	
TOTAL DISPUTES	•	
PAYMENT AMOUNT	\$.00	
BILLED AMOUNT	\$42,020.47	

MPSC Case No. U-14374
Exhibit No. JH-4(C-\_\_\_)

## Jon K. Hale

From: Sent: DOERFLER, DAN (SBCSI) [dd1256@sbc.com] Wednesday, December 01, 2004 10:58 AM

To:

ikhale@triton.net

Cc: Subject: CALILLE, ALBERT (Legal); JOHNSON, SHERI A (SBCSI)

RE: Remaining Disputed Balances

## Jon:

Sheri Johnson and I both received your voice-mail messages yesterday afternoon.

I have been advised that due to the lawsuit, any questions that Lucre may have regarding potential amounts due from either party to the other should go through our respective lawyers, Mr. Calille and Mr. Hogeboom. That would include any serious offers from Lucre for settlement of the outstanding issues.

Dan Doerfler SBC Industry Markets- Finance CLEC Dispute Management Office: (414)283-0938 Fax: (414)273-8643

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