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1 P R O C E E D I N G S

2 JUDGE MOSS: Good afternoon. We are convened
3 in the matter styled McLeodUSA, petition for
4 enforcement of interconnection agreement request,
5 Docket No. UT-053024. This is, I believe, our first
6 prehearing conference. Let me ask you to give your
7 full appearance for the record today, and we will start
8 with McLeod since it's McLeod's petition.

9 MR. KOPTA: Seems fair. Gregory J. Kopta of
10 the law firm Davis Wright Tremaine, LLP, on behalf of
11 McLeodUSA Telecommunications Services, Inc. My address
12 is 2600 Century Square, 1501 Fourth Avenue, Seattle,
13 Washington, 98101-1688; telephone, (206) 628-7692; fax,
14 (206) 628-7699; e-mail, gregkopta@dwt.com.

15 JUDGE MOSS: Let me ask, is that a new phone
16 number for you, because our records show a different
17 one. Is this your direct line?

18 MR. KOPTA: This is my direct line. What
19 number do we have?

20 JUDGE MOSS: Last five digits is 23150.

21 MR. KOPTA: That's the main number for the
22 law firm.

23 JUDGE MOSS: We'll get that straightened out.
24 Go ahead, Ms. Anderl.

25 MS. ANDERL: Thank you, Your Honor. Lisa

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1 Anderl representing Qwest Corporation, 1600 Seventh
2 Avenue, Room 3206, Seattle Washington, 98191. My
3 e-mail is lisa.anderl@qwest.com. My phone is (206)
4 345-1574, and my fax is (206) 343-4040.

5 JUDGE MOSS: I'll just note for the record
6 there is no one present for the Commission's regulatory
7 staff, and no other parties appear to be present.

8 We have a couple of things to take up today.
9 One, we had rescheduled this proceeding, among other
10 things, so we could take up the pending motion to
11 dismiss. We will hear any argument we may have on
12 that, and then we will see about setting up a
13 procedural schedule. That's the only business I have
14 marked down for today.

15 So I have read your motion, Ms. Anderl, and I
16 have read McLeod's response to that and feel rather
17 thoroughly familiar with both, so I'm going to turn to
18 you first and ask if you have any rejoinder to the
19 point made in McLeod's response concerning the
20 voluntary cessation exception to the mutinous doctrine.

21 MS. ANDERL: Thank you, Your Honor. I
22 struggled with this and continue to struggle with this
23 in terms of kind of honing in on whether I want to
24 argue to you that this is moot or argue to you that
25 this is not yet ripe. So really, when the details

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1 cause you trouble, retreat to the next level of
2 generality.

3 JUDGE MOSS: There is another old saying, but
4 I won't...

5 MS. ANDERL: Perhaps we can hear that later.
6 And really talk to you about is this a justiciable
7 controversy, whether we want to call it moot or ripe.
8 I think it has elements of both, and I don't think it
9 does present a justiciable controversy. McLeod's
10 petition at this point ought to be interpreted as one
11 for declaratory ruling, but because of the way the
12 issues are presented, without a live controversy
13 between the parties, it's really an improper request
14 for an advisory ruling, and we don't think the
15 Commission should rule on it.

16 The cases Mr. Kopta cites are all interesting
17 and on point for the facts that were presented in those
18 cases, and most of those cases were cases where the
19 action that had been ceased was inherently harmful in
20 and of itself, and the perpetrator, as it were, did
21 have an opportunity to recommence that action, and if
22 the lawfulness of the act wasn't adjudicated at that
23 point, even though it ceased, there was a potential for
24 future harm that the courts would not have an
25 opportunity to step in and address in a timely manner.

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1 Here, the matter that brought the controversy
2 to a head was Qwest's demand for a deposit. That
3 demand for a deposit from McLeod, although claimed by
4 McLeod to be unlawful, is not in and of itself harmful
5 to McLeod, does not in and of itself present an
6 opportunity, as in these other cases, for Qwest to act
7 in a manner violative of the anti-trust act or to
8 discharge pollutants into a river where if we do that,
9 there is really no going back to correct it.

10 It simply means if we demand a deposit again
11 in the future, there is a triggering event, and McLeod,
12 as they did the last time, has an opportunity to come
13 to this commission and say, We think this is improper
14 and here's why, and there is time under the
15 Commission's procedural rules to do that, and there is
16 no harm during the time that the matter is adjudicated.

17 Furthermore, I don't believe that even a
18 ruling on Qwest's action in demanding a deposit on the
19 prior occasion would tend to resolve the matter on a
20 going-forward basis as to whether Qwest could demand a
21 deposit in the future, because I think that's going to
22 be a fact-intensive question of whether there were
23 facts and circumstances around McLeod's credit rating,
24 around Qwest's need for security, around whether McLeod
25 is or was in arrears.

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1 That all could change. The circumstances
2 that existed in March when Qwest made the deposit
3 request won't exist again in exactly the same identical
4 way with the passage of time, later this month or in
5 May, if Qwest asks for another deposit. Even if the
6 Commission says Qwest didn't have a right to demand the
7 deposit in March, I don't think that necessarily
8 decides it once and for all, so we get no economies
9 from ruling now as opposed to waiting to see if the
10 matter ever becomes an issue again.

11 JUDGE MOSS: If we ruled in McLeod's favor,
12 McLeod's argument is essentially that the only
13 condition under which Qwest can demand a security
14 deposit under the interconnection agreement is if there
15 is a pattern of nonpayment or underpayment or whatnot,
16 if I'm understanding McLeod's position correctly. So
17 if that's the only circumstance, then I wonder how
18 fact-intensive the inquiry would be.

19 MS. ANDERL: Well, I don't think it's that
20 simple. One of the things that we contend is that
21 there is an ability under the interconnection agreement
22 to demand a security deposit if McLeod's payment
23 history for amounts owing not under the interconnection
24 agreement but under other relationships we have, say
25 tariff charges or other contract charges, if arrearages

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1 or defaults of those payments allow us to collect a
2 deposit, and I think we would want to have an
3 opportunity to present evidence to you that would give
4 you contacts in terms of how to interpret the
5 interconnection agreement about what types of risks
6 Qwest faces with McLeod, what type of risks Qwest has
7 faced with other CLEC's in the past in order to give
8 you a framework and context to understand why we
9 believe that's what the interconnection agreement
10 allows, why we believe the interpretation of that
11 McLeod puts on the interconnection agreement is too
12 narrow and doesn't give a supplier such as Qwest
13 adequate security if it is interpreted in the way that
14 McLeod argues.

15 So I think that it is more than just looking
16 at the language in the agreement. I think it's looking
17 at the language in the agreement set in the appropriate
18 context of the financial relationship between not only
19 Qwest and McLeod but Qwest and other carriers as well.

20 JUDGE MOSS: So you are making that argument
21 under the Berg precedent concerning the circumstances
22 surrounding making of the contract as opposed to
23 claiming that the contract is in some way unclear?

24 MS. ANDERL: Because this is not a contract
25 that's necessarily going to be interpreted under state

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1 law -- it's a contract under the Telecom Act -- I'm not
2 sure if Berg applies or not --

3 JUDGE MOSS: I think this contract is
4 governed by Washington law by its terms.

5 MS. ANDERL: To the extent that that's
6 consistent with federal law then, you have to read it
7 in the light of Berg, but I think you also have to -- I
8 don't think that the language clearly lends itself to
9 McLeod's arguments either.

10 I don't think it's clear on the face of the
11 agreement because of the -- in the section that allows
12 us to ask for a deposit, there are a number of
13 provisions that talk about payments, quote/unquote,
14 "under this agreement," and the one section that says
15 we are allowed to ask for a deposit if McLeod is in
16 arrears does not use that same language "under this
17 agreement," quote/unquote.

18 So I think actually the fairly clear language
19 of the contract doesn't limit us to having an arrearage
20 under the ICA. There could be arrearages under other
21 relationships that would allow us to ask for deposit,
22 but again --

23 JUDGE MOSS: I understand your position.

24 MS. ANDERL: -- I do think a ruling like
25 that would be an advisory opinion to McLeod where there

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1 is no particular controversy in place now.

2 JUDGE MOSS: Let's hear from Mr. Kopta.

3 MR. KOPTA: Thank you, Your Honor. First of
4 all, I don't have anything to add to our original
5 pleading. I would just obviously like to respond to
6 Ms. Anderl, so I will focus on my comments accordingly.

7 I'm not sure if I agree; in fact, I'm sure I
8 don't agree that the actions in these other cases were
9 inherently harmful in a way that is not the case here.
10 First of all, while the federal cases had to do with
11 environmental issues, the state case had to do with
12 deceptive advertising, which was harmful to the public
13 at large, so I do think there are circumstances outside
14 of the environmental context of which this particular
15 doctrine would and should apply.

16 One of the things that we've pointed out is
17 that it's certainly not good for McLeod's ability to
18 generate business to get customers if there is a cloud
19 placed over them of having to come up with 16 million
20 dollars in deposits, which certainly tells customers,
21 if not directly than indirectly, that McLeod is somehow
22 not a trustworthy company, that it's not paying its own
23 bills and somehow not the type of company that one
24 should do business with.

25 We are talking often about business

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1 customers, sophisticated customers who are going to be
2 very well aware of those kind of circumstances and will
3 very likely be reticent in terms of signing on with
4 McLeod if there are continued threats of a deposit,
5 especially if they come seriatim and then are
6 withdrawn.

7 Customers don't really know all the
8 circumstances. All they know is, Yeah, back, in April,
9 Qwest demanded a deposit. In May, they demanded a
10 deposit, and this company is maybe not one I want to do
11 business with. In that sense, there is harm by Qwest
12 continuing to hold this sort of Damocles over us in
13 terms of demand for a deposit.

14 Qwest has not changed its position. In fact,
15 it has expressly said it maintains the same position
16 that it could demand a deposit even under identical
17 circumstances. So tomorrow, Qwest could send a letter
18 asking for a deposit, even though circumstances have
19 not appreciably changed since they filed their first
20 letter back in March. So we really are dealing with a
21 circumstance here where there is inherent harm. There
22 is harm if this type of demand can continue to be made
23 under the circumstances that was made in the first
24 instance.

25 As far as being a fact-intensive question

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1 about whether Qwest can demand a deposit, we obviously
2 are straying into the merits, but as you stated
3 correctly, it is McLeod's intention that the ICA is the
4 only payment under ICA that govern whether Qwest can
5 demand a deposit. We think that the language agreement
6 is clear and unambiguous and is not made in a factual
7 context to determine it, but even if that were not the
8 case, that's what we've alleged in the petition, and
9 that is, in our view, a purely legal issue in terms of
10 interpreting the contract language.

11 The other issue that Ms. Anderl ignores is
12 whether Qwest is obligated to follow the dispute
13 resolution of the interconnection agreement if it were
14 to demand a deposit and McLeod were to dispute that
15 demand. Again, Qwest has not backed off of its
16 position that it need not go through that, and I think
17 that is also problematic and also something that can be
18 addressed on the merits of this particular petition
19 based on the legal argument as opposed to delving into
20 facts and trying to come up with situations in which it
21 may or may not be applicable.

22 Again, I think the agreement is clear that
23 any and all disputes that arise out of the
24 interconnection agreement go through dispute resolution
25 if there is a dispute, so that is an issue that the

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1 Commission can make a determination on right now
2 without speculating on what future facts might be or
3 even considering what the facts might be so --
4 Ms. Anderl is biting her tongue, I can tell.

5 So we do think it's simple at this point of
6 looking at the language of the agreement on both of
7 those issues, and certainly from a practical
8 standpoint, we don't want to have to do the same thing
9 we just did here. The Commission has a rule about
10 expedited resolution of disputes under interconnection
11 agreements, and had we followed that time line, we
12 would have been pretty far down the road in terms of
13 Qwest already having to declare default and taking
14 whatever actions they believe are necessary in
15 preparation for taking whatever actions they believe
16 are appropriate, which again, I will give Qwest the
17 benefit of the doubt and say there are other things
18 other than shutting off our service, but that obviously
19 is of deep concern to us, and Qwest's ability to do
20 something like that without this commission's authority
21 when we are talking about hundreds if not thousands of
22 customers that were affected is something that I do
23 think the Commission should have a say in right now
24 while we are still all here and still dealing with
25 everybody's legal interpretations that we have had

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1 since the petition was filed.

2 JUDGE MOSS: Ms. Anderl, are you indeed
3 chomping at the bit?

4 MS. ANDERL: Yes. In fact, Mr. Kopta knows
5 me well. Three things; first to respond to this issue
6 of whether the Commission ought to adjudicate whether
7 the dispute resolution provision applies in all
8 instances, as I'm sure you are aware from having read
9 some of the preliminary pleadings in this matter, the
10 parties were originally embroiled in the disputes in
11 Federal District Court in both Colorado and Iowa, and I
12 believe my recollection serves me correctly, the matter
13 has now been transferred to the sole jurisdiction of
14 the Federal District Court in Colorado, and we believe
15 that --

16 JUDGE MOSS: That's the dispute concerning
17 matters outside the interconnection agreement you are
18 talking about.

19 MS. ANDERL: Yes and no. We believed
20 originally that it was a dispute that concerned matters
21 outside of the interconnection agreement, but we do
22 believe that McLeod has raised the interconnection
23 agreement issues in the Federal District Court action,
24 and so if need be, we can get into more detail about
25 that.

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1 I would agree that it is not crystal clear
2 that McLeod thinks they have raised the interconnection
3 agreement issues in the Federal District Court action,
4 but we believe that those issues are for the Federal
5 Court judge --

6 JUDGE MOSS: You mean these very issues?

7 MS. ANDERL: Yes, the interpretation of the
8 interconnection agreement, and whether, in fact, McLeod
9 has even followed the dispute resolution provisions by
10 bringing the Federal Court action. I think that's an
11 issue that just could be a morass if 14 state
12 commissions were to decide as well as the Federal Court
13 judge.

14 I think that under the circumstances that are
15 presented here today with Qwest having withdrawn its
16 demand for a deposit, the predicate question of once
17 Qwest demands a deposit and McLeod refuses, then do we
18 have to go to the dispute resolution provisions of the
19 ICA, but it's even more of an advisory opinion because
20 it's a secondary question that we really don't have the
21 predicates for.

22 JUDGE MOSS: And there is a related question
23 of whether Qwest has the right to threaten or, in fact,
24 cease service in the face of a default on a demand.

25 MS. ANDERL: That's the question, but that

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1 only comes into play if we demand a deposit and McLeod
2 refuses to pay.

3 JUDGE MOSS: But Qwest maintains the position
4 that it has the right under the interconnection
5 agreement to cease providing service in that event?

6 MS. ANDERL: I believe that the
7 interconnection agreement says that one of the things
8 that Qwest may do under the interconnection agreement
9 in the event of a default is to cease provisioning
10 service, yes.

11 JUDGE MOSS: If that were to happen,
12 Mr. Kopta, I assume I'm correct in believing we might
13 be facing another petition for emergency adjudication.

14 MR. KOPTA: Unquestionably.

15 MS. ANDERL: The other two things I wanted to
16 mention briefly were that as we mentioned in our
17 pleading, McLeod did withdraw its request; although, I
18 understood they may be refiling something in Minnesota.
19 I'm not sure if they've done that yet or not.

20 JUDGE MOSS: I understood from McLeod's
21 response that that was for reasons unrelated to the
22 merits, that it had to do with preserving the points or
23 refiling or something like that.

24 MS. ANDERL: The Utah State Commission has
25 rules on Qwest's motion to dismiss and has granted it

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1 as, in the Utah Commission's opinion, the matter
2 presented was moot at the time under circumstances that
3 are the same as presented here today. I brought a copy
4 of that order for you. I know Mr. Kopta already has
5 it, and it's short and sweet.

6 MR. KOPTA: Short anyway.

7 MS. ANDERL: And just to kind of go back and
8 talk about this issue of declaratory judgment and what
9 presents a justiciable controversy, there are four
10 criteria that the Supreme Court last used, and I'll
11 just briefly tell you the first one is there has to be
12 an actual present and existing dispute or the mature
13 seeds of one. Since Qwest has withdrawn its deposit
14 request, I don't think there is an actual present and
15 existing dispute. I think we can debate whether there
16 are the mature seeds of one. I don't think so.

17 The second is it has to be between parties
18 having genuine and opposing interests -- I think that
19 criteria is probably met here -- that are direct and
20 substantial rather than potential, theoretical,
21 abstract, or academic. I think this case clearly fails
22 the third test because I think all of the disputes that
23 Mr. Kopta presents are potential, theoretical,
24 abstract, or academic because we don't have a current
25 agreement other than in theory about what Qwest can do

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1 under the interconnection agreement.

2 JUDGE MOSS: Doesn't Qwest, as Mr. Kopta put
3 it, hold the sword of Damocles?

4 MS. ANDERL: I would hardly consider it to be
5 the sword of Damocles. As Mr. Kopta is well aware and
6 his actions by his clients have evidenced over the
7 years, they know how to get to this commission for
8 relief, and this commission can act quickly.

9 I do not think there are any circumstances
10 under which McLeod would be disconnected by Qwest under
11 the interconnection agreement in connection with the
12 deposit demand that would prevent some intervening
13 action by McLeod to the Commission to get the matter
14 adjudicated and/or Qwest's actions held in abeyance
15 pending adjudication.

16 When and if those circumstances arise, I
17 would agree maybe we would be back here again, but I
18 think that we would be back here with then an actual
19 present and existing dispute, not a hypothetical and
20 theoretical one.

21 JUDGE MOSS: You mentioned a fourth criteria?

22 MS. ANDERL: A judicial determination of the
23 dispute will be final and conclusive.

24 JUDGE MOSS: In the sense that once it works
25 its way through the U.S. Supreme Court.

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1 MS. ANDERL: I'm not sure what that fourth
2 criteria means.

3 JUDGE MOSS: As I recall, it goes to the U.S.
4 District Court after it leaves here. Anything else,
5 Mr. Kopta?

6 MR. KOPTA: Yes, not surprisingly. I have to
7 say that McLeod vehemently disagrees with the
8 characterization that we have raised these issues in
9 the Federal District Court; quite the contrary. Qwest
10 amended its complaint to make it more broad with the
11 intention, at least at the time that they did, of
12 sweeping in these issues under the interconnection
13 agreement, and McLeod has vigorously opposed that.

14 So without going into much detail, as
15 Ms. Anderl is going to facts not in evidence, as it
16 were, we do not think that that is at all the case. We
17 would not have filed in 14 different states if we had
18 believed that somehow or another the District Court was
19 the proper venue for determining this dispute. We
20 don't. In our view, this commission is the proper
21 venue in the first instance. In fact, there are cases
22 we cited in our response that says exactly that, that
23 the Commission is supposed to look at these issues
24 first.

25 JUDGE MOSS: It's a question of primary

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1 jurisdiction, isn't it?

2 MR. KOPTA: Correct, and this commission has
3 primary jurisdiction. That's our position.

4 I also disagree with Ms. Anderl's application
5 of the Supreme Court's test. I think we do have an
6 actual dispute over interpretation of the
7 interconnection agreement. I think it's very clear
8 that McLeod has its position and Qwest has its
9 position, and those have not changed under the
10 circumstances.

11 And we believe that it is direct and
12 substantial. Again, as I've described earlier, we
13 shouldn't have to go through a fire drill to get to
14 this commission. If we want to get into a situation
15 where we leave things vague as they are right now and
16 simply have to rush around and get something filed with
17 the Commission before they cut off our service, then
18 we've doing exactly what we've done up to now, and
19 that's not the best use of our resources or the
20 Commission's resources, and if the Commission can lay
21 down some ground rules about saying, Yes, you have to
22 go through the dispute resolution arena; No, you can't
23 demand a deposit outside the ICA, and to the extent
24 necessary, No, you can't cut off service until you've
25 gotten our approval, then I think that we are talking

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1 about something that will at least slow down that
2 particular train so it can bring this to the Commission
3 in the context of having the time for the Commission to
4 consider all of these issues, not in the circumstance
5 in which we are all rushing around and the Commission
6 has to make a snap judgment based on whatever we are
7 able to pull together.

8 JUDGE MOSS: Ms. Anderl mentioned that the
9 Utah Commission has agreed to file Qwest's motion to
10 dismiss. Does this remain live in the other 13
11 jurisdictions?

12 MR. KOPTA: It does.

13 JUDGE MOSS: What's happening in those
14 jurisdictions in terms of process?

15 MR. KOPTA: My understanding is that Qwest
16 has or will file the same type of motion in all of
17 those cases. Those are being considered, but on a
18 longer track, by the other state commissions. I think
19 there are some filings that are due this week and some
20 that aren't due for another week or two, but all of
21 these commissions will be considering this issue.

22 JUDGE MOSS: Any last words?

23 MS. ANDERL: If I may, this is not in
24 response to Mr. Kopta, but I had another authority here
25 that I neglected to mention, and I don't have the

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1 docket number with me, but I think Your Honor will
2 remember it as the AT&T arbitration before you, as I
3 recall.

4 JUDGE MOSS: Who was the other party?

5 MS. ANDERL: AT&T's petition for arbitrated
6 agreement against Qwest, and that issue turned around
7 the definition of a tandem office switch, and AT&T, in
8 Qwest's view, was requesting the Commission not only to
9 select a definition of tandem switch but to interpret
10 that definition as well, and my recollection is that
11 Qwest's briefing paper to the Commission said,
12 basically, this is not ripe. There is no dispute yet,
13 and that AT&T's request, quote, "rests upon contingent
14 future events that may not occur as anticipated or
15 indeed may not occur at all."

16 So what AT&T there was saying, If you adopt
17 Qwest's definition of a tandem switch, this is how
18 Qwest will interpret it and this is what they will do
19 to us as a result, and we said, We don't know that.
20 That's ridiculous and silly. You shouldn't rule on
21 that yet.

22 JUDGE MOSS: You have to agree, that
23 situation was considerably more speculative.

24 MS. ANDERL: It was. Yes and no. We have no
25 idea whether we are going to demand a deposit from

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1 McLeod again. No business decision along those lines
2 has been made. We don't know if the Federal Court is
3 going to step in and say, Yes, we do believe the issues
4 under the interconnection agreement are properly before
5 us, and it doesn't make any sense to have 14 states
6 decide it even if they do have primary jurisdiction.
7 On appeal, it comes to the Federal District Court
8 anyway, so let's just cut out the middleman.

9 While I would agree that there was a past
10 dispute between the parties here, and at that point in
11 time, there was definitely a concrete dispute that
12 presented a justiciable controversy, I'm not sure that
13 in the present posture that we find ourselves that it
14 is any less speculative that there will be a dispute on
15 these particular provisions of the ICA than in the AT&T
16 arbitration.

17 JUDGE MOSS: Don't you read these cases on
18 this voluntary cessation exception to the mootness
19 doctrine to be directed at the policy go of providing
20 repose to those who arguably have been acted illegally
21 against?

22 MS. ANDERL: I agree.

23 JUDGE MOSS: Can we characterize McLeod as
24 being in a state of repose in light of Qwest's letter,
25 which clearly leaves open the "threat" of making this

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1 sort of demand a second time?

2 MS. ANDERL: True, it may, but I don't think
3 it leaves them in any sort of -- what if Qwest had just
4 said to McLeod a month ago, We may be asking you for a
5 deposit sometime down the road, so think about that.
6 Would the dispute that McLeod has raised in their
7 petition has been sufficiently well-joined and defined
8 to bring before the Commission? I think not, and I
9 think that's really the equivalent of where we are.

10 JUDGE MOSS: I imagine McLeod might want
11 something in writing before they'd agree with that.

12 I'm not going to rule sitting here today. I
13 take it there is no argument. I'm not going to rule
14 here today because the Commission prefers really to
15 announce its decisions in writing, and I prefer to
16 think about this a little more because although the
17 cases seem powerfully direct in one way to me, and
18 frankly, I'm inclined to deny the motion, I'm not sure
19 of that sitting here. I've heard very good argument
20 from both of you, and you are both remarkably versed in
21 all of this stuff. So I'm going to think about it
22 before I make a final decision, but I did want to let
23 you know how I'm inclined.

24 With that in mind, why don't we go ahead and
25 talk a little bit about what further process we might

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1 follow if I do, in fact, rule that the motion is
2 denied, so let's turn to that. Do we want that on the
3 record?

4 MR. KOPTA: It might be better to go off the
5 record initially.

6 JUDGE MOSS: Let's go off the record and talk
7 about what will be involved here.

8 (Discussion off the record.)

9 JUDGE MOSS: We've had some off-the-record
10 discussion concerning process and a potential
11 procedural schedule and have reached the point of
12 deciding that it will be best to await the Commission's
13 written order on the motion to dismiss, and at that
14 time, we will schedule a further prehearing conference
15 as necessary to pursue the question of process and
16 procedural schedule, assuming the motion to dismiss is
17 not granted, and we have no other business to conduct
18 today, so I would just like to thank the parties for
19 their appearance here and their very capable arguments.

20 MR. KOPTA: Thank you, Your Honor.

21 MS. ANDERL: Thank you.

22 (Prehearing concluded at 3:00 p.m.)

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