# BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of the Complaint of : The Lummi Nation, Complainant

COMPLAINT

v.

Verizon Northwest Qwest Corporation Respondents

The above-named Complainant, by and through its attorneys, allege as follows:

## 1. PARTIES

1.1 <u>The Complainant</u>

is The Lummi Nation, doing business as "Lummi Indian Business Council", "Lummi Indian Tribe", "Lummi Indian Nation" and "Lummi Indian Health" hereinafter "Lummi", a body politic and governmental unit. Lummi appears before this Commission only as a customer of regulated public service companies as the account holder and as the entity paying the bill under Verizon Account # 55 9000 3914011086 01 and as a previous customer of Qwest.

The designated representative to accept service for the party is:

Margaret M. Schaff, Attorney Margaret M. Schaff, PC 749 Deer Trail Road Boulder, CO 80302 Phone (303) 443-0182; Fax (303) 443-0183 <u>mschaff@att.net</u> Additional party to receive courtesy service of all filings:

Judy Bush Reservation Attorney 2616 Kwina Road Bellingham, WA 98226 Phone (360) 384-2258; Fax (360) 312-9824 judyb@lummi-nsn.gov

1.2 <u>The Respondents</u> are Verizon Northwest, and its predecessors, including GTE Northwest Incorporated, hereinafter "Verizon"; and Qwest Corporation, and its predecessors, including U S West Communications, Inc. and Pacific Northwest Bell Telephone Company, hereinafter "Qwest". Respondents are public service companies owning and operating telecommunications companies in Washington and are subject to regulation by the Washington Utilities and Transportation Commission, hereinafter "Commission".

## 2. RULES/STATUES AT ISSUE

2.1 The following statutes and provisions of the Washington Administrative Code may be brought into issue:

> RCW 80.01.040 General powers and duties of commission RCW 80.04.140 Order requiring joint action RCW 80.04.440 Companies liable for damages WAC 480-120-161 Form of Bills WAC 480-120-167 Company Responsibility WAC 480-120-171 Discontinuing service-Customer requested

2.2 *RCW 80.01.040* extends to the Commission regulatory power over telecommunications companies.

- 2.3 *RCW 80.04.140* authorizes a Commission's order to apply to two or more public service companies at their joint cost, and establishes a process for the public service companies to agree upon the part of division of cost which each shall bear, and if such companies shall fail to file with the Commission a statement that an agreement has been made for the division of such cost, the Commission shall have authority, after further hearing, to enter a supplemental order fixing the proportion of such cost or expense to be borne by each company, and the manner in which the same shall be paid and secured. *WAC 480-120-167* requires public service companies that may both be responsible for customer identified problems and which are contacted by the Commission to confer with each other, allocate responsibility between the companies and if the commission.
- 2.4 *RCW 80.04.380* provides that every public service company shall obey, observe and comply with every order, rule, direction or requirement made by the Commission and any public service company that violates or fails to comply with any provision of RCW Title 80 or which fails, omits or neglects to obey, observe or comply with any order, rule or any direction, demand or requirement of the Commission shall be subject to a penalty of not to exceed the sum of one thousand dollars for each and every offense, and every violation of any such order, direction or requirement of his title shall

be a separate and distinct offense, and in case of a continuing violation, every day's continuance thereof shall be and be deemed to be a separate and distinct offense.

- 2.5 *RCW 80.04.440* provides that in case any public service company shall do any act, matter or thing prohibited, forbidden, declared to be unlawful, or shall omit to do any act, matter or thing required to be done, either by any law, order or rule of the Commission, such public service company shall be liable to the persons or corporations affected thereby for all loss, damage or injury caused thereby or resulting therefrom, and in case of recovery if the court shall find that such act or omission was willful, it may in its discretion, fix a reasonable counsel or attorney's fee.
- 2.6 *RCW 80.04.480* provides that RCW Title 80 shall not have the effect to release or waive any right of action by the state or any person for any right, penalty or forfeiture which may have arisen or may thereafter arise under law of the State of Washington, and all penalties accruing under Title 80 shall be cumulative of each other, and a suit for recovery of one penalty shall not be a bar to the recovery of any other.
- 2.7 *WAC 480-120-161* requires a public service company to provide bills to customers that only include charges for services that have been requested by the customer and that have been provided by the company. WAC 480-

120-161 further requires that the bill include a brief, clear, not misleading, plain language description of each service.

2.8 *WAC 480-120-171* requires that a company stop a customer's monthly recurring or minimum charges effective on the requested discontinuation date.

## 3. STATEMENT OF FACTS Background on Foreign Exchange Service

- 3.1 Lummi obtained or obtains certain telecommunications services from each of Verizon and Qwest, and their predecessor companies.
- 3.2 One of the telecommunications services which Lummi may have obtained from each of Verizon and Qwest was foreign exchange service.
- 3.3 Foreign exchange service, which includes: "Foreign exchange mileage" in various quantities billed at a "Unit Rate"; "Foreign exchange service", in various quantities and billed at various "Unit Rates"; "Private line mileage" in various quantities and billed at various "Unit Rates"; "Interstate subscriber line charge", in various quantities billed at a "Unit Rate"; "Mileage", billed in various quantities at a "Unit Rate"; and the associated "Federal Universal Service Fee" (FX Service as is used herein), is a service that allows callers at one location in the Qwest service territory to dial one of the FX telephone numbers and be connected to the telephone

equipment at 2616 Kwina Road, Bellingham WA, described on the Verizon bills as, "Ferndale", which is in the Verizon service territory, or to make calls in the opposite direction, without incurring toll or long distance charges.

- 3.4 FX Service requires both companies to have active switching equipment for the service to be connected. Neither company could provide active FX Service without the other company providing the matching service.
- 3.5 In the alternative, FX Service for Lummi never existed, or sometime prior to 1995, Verizon and Qwest operated FX Service lines between Lummi's main location at 2616 Kwina Road (served by Verizon) and another unknown Lummi location served by Qwest.
- 3.6 Such FX service would have allowed callers in the unknown location to dial one of the local telephone numbers associated with the Lummi FX service and be connected to the Lummi telephone equipment at 2616 Kwina Road, Bellingham, WA without incurring toll or long distance charges.
- 3.7 By 1995, the telephone numbers listed on Verizon Account # 55 9000 3914011086 01 for FX Service were assigned to other accounts, or were unassigned.

- Between 1995 and 2005, none of the telephone numbers listed on Verizon
   Account # 55 9000 3914011086 01 for FX Service were assigned to FX
   Service.
- 3.9 The Lummi FX Service, if it existed at all, has not been in service since before January, 1995.
- 3.10 By 1995, Qwest knew, or should have known, that the Lummi FX Service was not in service.
- 3.11 By 1995, Verizon knew, or should have known, that the Lummi FX Service was not in service, but continued to bill Lummi and receive payments from Lummi for the Lummi FX Service under Verizon Account # 55 9000 3914011086 01.
- 3.12 Qwest and Verizon had the duty and responsibility to notify each other if one or the other disconnected their side of the service or otherwise cancelled the Lummi FX Service such that the Lummi FX Service was no longer in service.

3.13 Qwest and Verizon failed to communicate with each other regarding the status of the Lummi FX Service, and their respective billing of the Lummi FX Service.

## **Qwest and Verizon Bills**

- 3.14 In the past 6 years, Lummi has been unable to locate any bills from Qwest for FX Service.
- 3.15 Lummi received from Verizon bills for FX service that did not exist, under Verizon Account # 55 9000 3914011086 01 from at least January 1998 until after September 19, 2004.
- 3.16 The Verizon Account # 55 9000 3914011086 01 monthly charges for FX Service are set forth in Attachment 1, which is incorporated herein by reference.
- 3.17 The Verizon FX service was billed to Lummi under three billing accounts as follows:
  - o "Lummi Indian Tribe" 360-662-1239
  - o "Lummi Indian Tribe" 360-662-1306, and
  - "Lummi Indian Health" 360-662-1326.

All of these accounts are listed under and billed in summary with other accounts under Verizon Account # 55 9000 3914011086 01. The

telephone numbers associated with each of these accounts are shown on Attachment #2, which is incorporated herein by reference.

- 3.18 Nowhere on the bills under Verizon Account # 55 9000 3914011086 01 is there any indication that the telephone number is a fictitious number or that the number is disconnected or not in service.
- 3.19 The Verizon bills under Verizon Account # 55 9000 3914011086 01 to Lummi were commonly 100 pages in length, and contained thousands of dollars in charges for numerous Lummi Tribal customer categories, such as "Lummi Indian Business Council", "Lummi Indian Reservation", "Lummis (sic) Shellfish Hatchery", Lummi Business Council", "Lummi Indian Health Center", "Lummi Indian Tribe", and "Lummi Indian". The bills contained numerous account transactions for each of the various accounts, account summaries, charges, notices, credits, taxes, fees, and account re-caps.
- 3.20 Lummi was unable to understand its Verizon bills and sought assistance from Verizon but did not receive satisfactory explanations of the charges and services.

- 3.21 Lummi resorted to hiring an expert consultant, Northwest Capital Recovery Group (NWCRG), to audit the bills in order to obtain an understanding of the bills' charges and services.
- 3.22 Lummi paid the Verizon bills. From at least 1998 to 2004 (as evidenced by the bills retained by Lummi in their archives), Lummi paid a total of at least \$67,715.18 to Verizon under Verizon Account # 55 9000 3914011086 01 for the FX services in question. Going back to 1995, Lummi likely paid \$102,854.78\* to Verizon under Verizon Account # 55 9000 3914011086 01 for the FX services in question (\* This number was arrived at by adding \$67,715.18 to \$35,139.60. \$35,139.60 is 36 months times \$976.10, the monthly rate for April, 1998.).
- 3.23 Verizon did not give notice to Lummi that the FX services under Verizon Account # 55 9000 3914011086 01 on the Verizon bills were inactive or did not exist.
- 3.24 Lummi was not aware that the FX services under Verizon Account # 55 9000 3914011086 01 on the Verizon bills were not being provided by Verizon.
- 3.25 For at least 77 months, and likely for longer, Verizon billed Lummi for a service that it did not provide in violation of WAC 480-120-161.

3.26 The joint or individual actions of the Respondents led to Lummi's payment of at least \$102,854.78 to Verizon for services that were not rendered.

#### **Supporting Affidavit**

3.27 In December, 2003 Lummi hired Northwest Capital Recovery Group (NWCRG) to provide an audit of its telephone charges. NWCRG, at the request of Lummi, conducted an audit of telephone bills in February 2004 and discovered the Verizon charges for accounts that were not connected to facilities necessary for them to be providing services. A supporting Affidavit of the auditor, Mr. Richard Doughty, is attached hereto as Attachment #3, which is incorporated herein by reference.

## **Attempted Dispute Resolution**

- 3.28 See attached Affidavit Paragraphs 37-51 for a description of the early attempts to make contact with the carriers.
- 3.29 On August 4, 2004, Lummi contacted Qwest regarding the FX Service. Qwest reviewed billing records back to 1995 and verified that FX numbers were either not in service or had been reassigned to other customers sometime before 1995, and that Qwest could find no record of the FX Service accounts.

- 3.30 On September 10, 2004, Lummi contacted the Washington Utilities and Transportation Commission and an informal complaint was initiated against Verizon, Complaint # 91515, by Ms. Alison Chamberlin. Ms. Chamberlin requested information from both Verizon and Qwest. Verizon and Qwest did not provide all the requested information. After repeated requests for detailed technical information, complete information was not made available. The informal complaint phase was closed on May 4, 2005 by Mr. Roger Kouchi, who replaced Ms. Chamberlin.
- 3.31 Lummi sought to settle this matter informally with Verizon and Qwest and in an informal complaint before the Washington Utilities and Transportation Commission. These efforts by Lummi have not been effective. Lummi continued settlement negotiations with Verizon until December 30, 2005 when settlement deadlines passed without successful resolution.

#### Liability and Damages

3.32 In violation of WAC 480-120-161, the Verizon bills did not include a brief, clear, not misleading, plain language description of the FX Service sufficient to provide Lummi notice of the nature of the service and to provide Lummi with the ability to judge whether the service was actually being provided.

- 3.33 In violation of WAC 480-120-161, the Verizon bills under Verizon Account
  # 55 9000 3914011086 01 for the FX services are charges for services
  that were not being provided by Verizon.
- 3.34 Pursuant to *RCW 80.04.140*, if Lummi FX Service existed and Qwest disconnected the service and failed to notify Verizon, either or both of Qwest and Verizon are liable to Lummi for payments Lummi made to Verizon for FX Service under Account # 55 9000 3914011086 01.
- 3.35 Pursuant to *RCW 80.04.440*, if Lummi FX Service did not ever exist, and Verizon billed for FX Service under Account # 55 9000 3914011086 01 while it knew or should have known that the Lummi FX Service was not in service, Verizon is liable to Lummi for payments made by Lummi, with interest from the dates of payment.
- 3.36 In violation of *WAC 480-120-171*, Verizon continued to bill Lummi for the FX Service until, on October 4, 2004, Verizon "completed" the disconnect order.
- 3.37 Pursuant to *RCW 80.04.440*, if Lummi FX Service did not ever exist, and Verizon willfully billed for FX Service under Account # 55 9000 3914011086 01 while it knew or should have known that the Lummi FX Service was not in service, Verizon is liable to Lummi for payments made

by Lummi, with interest from the dates of payment, and for reasonable counsel and attorney fees.

- 3.38 Pursuant to *RCW 80.04.440,* Verizon is liable to Lummi for violations of WAC 480-120-161, and WAC 480-120-161.
- 3.39 Lummi made payments to Verizon for FX Services that were not provided in a *minimum* amount of \$67,715.18, and likely exceeding \$102,854.78.
- 3.40 Pursuant to *RCW 80.04.380, and RCW 80.04.480,* Verizon and/or Qwest are subject to penalties set forth by statute as are determined by the Commission.
- 3.41 Pursuant to *RCW 80.04.480,* any penalties and awards to Lummi are cumulative and recovery of one penalty does not bar the recovery of any other.

## WHEREFORE, Complainant requests relief as follows:

- 1) That a formal hearing be held on the issues raised by this Complaint;
- 2) That Respondents be ordered to refund all the charges paid by Lummi for nonexistent service, plus interest from the dates of payment, and for reasonable attorney's fees and such other awards as authorized by the State of Washington and this Commission and;

3) For such other and further relief as the Commission deems just and equitable.

Dated this 20th day of January, 2006

Respectfully submitted,

Ву\_\_\_\_\_

Margaret M. Schaff Colorado Attorney Registration #018015 Margaret M. Schaff, PC 749 Deer Trail Road Boulder, CO 80302 (303) 443-0182 mschaffpc@att.net

## CERTIFICATION of SERVICE:

I, Margaret Schaff, hereby certify that I have this day served this document upon all parties of record in this proceeding, (at this time only the Washington Utilities and Transportation Commission) by United States mail on this day.

Dated at Boulder Colorado this 20<sup>th</sup> day of January, 2006.

BY:\_\_\_\_\_

## Attachment #1

# 1998 GTE Bills (January -March and November bills not available)

April 19, 1998	#360 662-1239 #360 662-1306 #360 662-1326	\$543.77 \$45.95 \$386.38
May 19, 1998	#360 662-1239 #360 662-1306 #360 662-1326	\$543.77 \$45.95 \$386.38
June 19, 1998	#360 662-1239 #360 662-1306 #360 662-1326	\$543.77 \$45.95 \$386.38
July 19, 1998	#360 662-1239 #360 662-1306 #360 662-1326	\$543.77 \$45.95 \$386.38
August 19, 1998	#360 662-1239 #360 662-1306 #360 662-1326	\$543.77 \$45.95 \$386.38
September 19, 199	8 #360 662-1239 #360 662-1306 #360 662-1326	\$543.77 \$45.95 \$386.38
October 19, 1998	#360 662-1239 #360 662-1306 #360 662-1326	\$543.77 \$45.95 \$386.38
December 19, 1998	3 #360 662-1239 #360 662-1306 #360 662-1326	\$543.77 \$45.95 \$386.38
1999 GTE Bills		
January, 19, 1999	#360 662-1239 #360 662-1306 #360 662-1326	\$543.97 \$45.95 \$386.38
February 19, 1999	#360 662-1239 #360 662-1306 #360 662-1326	\$543.77 \$45.95 \$386.38
March, 19, 1999	#360 662-1239 #360 662-1306 #360 662-1326	\$543.97 \$45.95 \$386.38

March, 19, 1999	#360 662-1239 #360 662-1306 #360 662-1326	\$543.97 \$45.95 \$386.38
April 19, 1999	#360 662-1239	\$543.77

#360 662-1306	\$45.95	
#360 662-1326	\$386.38	
#360 662-1239	\$543.97	
#360 662-1306	\$45.95	
#360 662-1326	\$386.38	
#360 662-1239	\$543.77	
#360 662-1306	\$45.95	
#360 662-1326	\$386.38	
#360 662-1239	\$543.97	
#360 662-1306	\$45.28	
#360 662-1326	\$386.38	
#360 662-1239	\$543.77	
#360 662-1306	\$45.28	
#360 662-1326	\$386.38	
99 #360 662-1239	\$543.97	
#360 662-1306	\$45.28	
#360 662-1326	\$386.38	
#360 662-1239	\$542.68	
#360 662-1306	\$45.15	
#360 662-1326	\$367.50	
9#360 662-1239	\$542.68	
#360 662-1306	\$45.15	
#360 662-1326	\$367.50	
9 #360 662-1239	\$542.68	
#360 662-1306	\$45.15	
#360 662-1326	\$367.50	
2000 GTE Bills		
#360 662-1239	\$542.68	
#360 662-1306	\$45.15	
#360 662-1326	\$367.50	
#360 662-1239	\$542.68	
#360 662-1306	\$45.15	
#360 662-1326	\$367.50	
#360 662-1239	\$542.68	
#360 662-1306	\$45.15	
#360 662-1326	\$367.50	
#360 662-1239	\$542.68	
#360 662-1306	\$45.15	
#360 662-1326	\$367.50	
W222 222 4222	\$542.68	
	<pre>#360 662-1326 #360 662-1326</pre>	

	#360 662-1306 #360 662-1326	\$45.15 \$367.50
June 19, 2000	#360 662-1239 #360 662-1306 #360 662-1326	\$542.68 \$45.15 \$367.50
July, 19, 2000	#360 662-1239 #360 662-1306 #360 662-1326	\$542.68 \$45.15 \$367.50
2000 Verizon Bills		
August 19, 2000	#360 662-1239 #360 662-1306 #360 662-1326	\$542.93 \$45.15 \$367.50
September, 19, 200	0 #360 662-1239 #360 662-1306 #360 662-1326	\$542.93 \$45.15 \$367.50
October 19, 2000	#360 662-1239 #360 662-1306 #360 662-1326	\$542.68 \$45.15 \$367.50
November, 19, 2000	0#360 662-1239 #360 662-1306 #360 662-1326	\$542.68 \$45.15 \$367.50
December 19, 2000	#360 662-1239 #360 662-1306 #360 662-1326	\$542.68 \$45.15 \$367.50

# 2001 Verizon Bills (November unavailable)

January, 19, 2001	#360 662-1239 #360 662-1306 #360 662-1326	\$542.68 \$45.15 \$367.50
February 19, 2001	#360 662-1239 #360 662-1306 #360 662-1326	\$542.68 \$45.15 \$367.50
March, 19, 2001	#360 662-1239 #360 662-1306 #360 662-1326	\$542.68 \$45.15 \$367.50
April 19, 2001	#360 662-1239 #360 662-1306 #360 662-1326	\$542.68 \$45.15 \$367.50
May, 19, 2001	#360 662-1239 #360 662-1306	\$542.68 \$45.15

	#360 662-1326	\$367.50
June 19, 2001	#360 662-1239 #360 662-1306 #360 662-1326	\$542.68 \$45.15 \$367.50
July, 19, 2001	#360 662-1239 #360 662-1306 #360 662-1326	\$542.68 \$45.15 \$367.50
August 19, 2001	#360 662-1239 #360 662-1306 #360 662-1326	\$542.67 \$45.22 \$367.50
September, 19, 200	01 #360 662-1239 #360 662-1306 #360 662-1326	\$542.67 \$45.19 \$367.50
October 19, 2001	#360 662-1239 #360 662-1306 #360 662-1326	\$542.67 \$45.19 \$367.50
December 19, 2001	#360 662-1239 #360 662-1306 #360 662-1326	\$542.68 \$45.15 \$367.50
2002 Verizon Bills		
January, 19, 2002	#360 662-1239 #360 662-1306 #360 662-1326	\$542.67 \$45.19 \$367.50
February 19, 2002	#360 662-1239	\$542.67
	#360 662-1306 #360 662-1326	\$45.19 \$367.50
March, 19, 2002		\$45.19
March, 19, 2002 April 19, 2002	#360 662-1326 #360 662-1239 #360 662-1306	\$45.19 \$367.50 \$542.67 \$45.19
	#360 662-1326 #360 662-1239 #360 662-1306 #360 662-1326 #360 662-1239 #360 662-1306	\$45.19 \$367.50 \$542.67 \$45.19 \$367.50 \$542.67 \$45.19
April 19, 2002	#360 662-1326 #360 662-1239 #360 662-1306 #360 662-1326 #360 662-1326 #360 662-1326 #360 662-1326 #360 662-1239 #360 662-1239	\$45.19 \$367.50 \$542.67 \$45.19 \$367.50 \$542.67 \$45.19 \$367.50 \$542.67 \$45.19

	#360 662-1326	\$367.50
August 19, 2002	#360 662-1239 #360 662-1306 #360 662-1326	\$542.67 \$45.19 \$367.50
September, 19, 200	02 #360 662-1239 #360 662-1306 #360 662-1326	\$542.67 \$45.19 \$367.50
October 19, 2002	#360 662-1239 #360 662-1306 #360 662-1326	\$542.67 \$45.19 \$367.50
November 19, 2002	2 #360 662-1239 #360 662-1306 #360 662-1326	\$542.67 \$45.19 \$367.50
December 19, 2002	2 #360 662-1239 #360 662-1306 #360 662-1326	\$542.67 \$45.19 \$367.50
2003 Verizon Bills		
January, 19, 2003	#360 662-1239 #360 662-1306 #360 662-1326	\$542.67 \$45.19 \$367.50
February 19, 2003	#360 662-1239 #360 662-1306 #360 662-1326	\$542.67 \$45.19 \$367.50
March, 19, 2003	#360 662-1239 #360 662-1306 #360 662-1326	\$542.20 \$45.19 \$367.50
April 19, 2003	#360 662-1239 #360 662-1306 #360 662-1326	\$543.34 \$45.19 \$367.50
May, 19, 2003	#360 662-1239 #360 662-1306 #360 662-1326	\$543.34 \$45.19 \$367.50
June 19, 2003	#360 662-1239 #360 662-1306 #360 662-1326	\$543.44 \$45.19 \$367.50
July, 19, 2003	#360 662-1239 #360 662-1306 #360 662-1326	\$543.44 \$45.19 \$367.50
August 19, 2003	#360 662-1239 #360 662-1306	\$543.40 \$45.19

	#360	662-´	1326	\$367.50
September, 19, 200	3 #36 #360 #360	662-1	1306	\$543.40 \$45.19 \$367.50
October 19, 2003	#360 #360 #360	662-1	1306	\$543.36 \$45.19 \$367.50
November 19, 2003	#360 #360 #360	662-1	1306	\$543.36 \$45.19 \$367.50
December 19, 2003	#360 #360 #360	662-1	1306	\$543.36 \$45.19 \$367.50
2004 Verizon Bills				
January, 19, 2004	#360 #360 #360	662-1	1306	\$543.31 \$45.19 \$367.50
February 19, 2004	#360 #360 #360	662-1	1306	\$543.31 \$45.19 \$367.50
March, 19, 2004	#360 #360 #360	662-′	1306	\$543.28 \$45.19 \$367.50
April 19, 2004	#360 #360 #360	662-1	1306	\$543.29 \$45.19 \$367.50
May, 19, 2004	#360 #360 #360	662-1	1306	\$543.29 \$45.19 \$367.50
June 19, 2004	#360 #360 #360	662-1	1306	\$543.29 \$45.19 \$367.50
July, 19, 2004	#360 #360 #360	662-1	1306	\$543.31 \$45.19 \$367.50
August 19, 2004	#360 #360 #360	662-1	1306	\$543.31 \$45.19 \$367.50

September19, 2004 #360 662-1239

CR \$3072.46

#360 662-1306	CR \$173.24
#360 662-1326	CR \$1053.50

TOTALS:

#360 662-1239	\$40,731.65 (less credit of 3,072.46) = \$37,659.19
#360 662-1306	\$3,399.29 (less credit of 173.24) = \$3,226.03
#360 662-1326	\$27,883.46 (less credit of 1,053.50) = \$26,829.96

Total for all \$67,715.18

### Attachment #2

Verizon Account 360-662-1239 662-1239 662-1101 662-1134 662-1157 662-1205 662-1206 662-1235 662-1238 662-1240 662-1241 662-1242 662-1317 662-1318 662-1319 662-1404 662-1472 662-1492 662-1493 Verizon Account 360-662-1306 662-1306 Verizon Account 360-662-1326 662-1326 662-1323 662-1324 662-1325 662-1327 662-1328 662-1371