

BEFORE THE STATE CORPORATION COMMISSION  
OF THE STATE OF KANSAS

In the Matter of the Complaint of Ideatek )  
Telcom, LLC, (Complainant) Against )  
Wamego Telecommunications Company, Inc., ) Docket No. 19-WTCT-393-COM  
(Respondent) to Require Wamego to (1) Port )  
Customers and (2) Refrain from Taking Any )  
Action that Could Result in the Blocking of )  
Customer Calls. )

**REPLY OF IDEATEK TELCOM, LLC TO WAMEGO TELECOMMUNICATIONS  
COMPANY, INC.'S OBJECTION TO JURISDICTION, MOTION FOR DISMISSAL  
FOR WANT OF JURISDICTION AND CONTINGENT INITIAL REPLY ADDRESSING  
REQUEST FOR EXPEDITED PROCEDURE**

COMES NOW Ideatek Telcom, LLC (“Ideatek”), and replies as follows to *Wamego Telecommunications Company, Inc.’s Objection to Jurisdiction, Motion for Dismissal for Want of Jurisdiction and Contingent Initial Reply Addressing Request for Expedited Procedure* (“Wamego Response”).

**I. INTRODUCTION**

1. On March 26, 2019, Ideatek filed with the State Corporation Commission of the State of Kansas (“Commission” or “KCC”) its *Complaint and Request for Interim Emergency Order and Expedited Review and Motion to Assess Costs Pursuant to K.S.A. 66-1502* (“Complaint”) against Wamego Telecommunications Company, Inc. (“Wamego”) pursuant to K.S.A. 66-2003, K.A.R. 82-1-220, K.A.R. 82-1-220a and K.S.A. 77-536.

2. On March 29, 2019, Wamego filed its response which (1) objected to the Commission’s jurisdiction over the Complaint and requested dismissal for lack of jurisdiction,

(2) requested the Commission deny Ideatek's request for an expedited procedure under K.A.R. 82-1-220a or K.S.A. 77-536, (3) responded to the aspects of the Complaint related to the request for expedited or emergency treatment; (4) requested the Commission grant Wamego additional time to respond to the other assertions contained the Complaint; and (5) requested the Commission issue a discovery and procedural order for the docket.

3. On April 4, 2019, the Commission designated Brian G. Fedotin, Deputy General Counsel & Chief Appellate Counsel to serve as the examiner for the docket.

4. Also on April 4, 2019, Staff of the Commission ("Staff") filed *Staff's Response to Wamego's Objection to Jurisdiction and Motion for Dismissal for Want of Jurisdiction* ("Staff's Response") requesting the Commission deny Wamego's motion to dismiss for lack of jurisdiction and setting out the legal basis for Staff's position that the Commission has full power and authority over the matters contained in the Complaint. Ideatek concurs in the arguments and authorities presented in Staff's Response.

## **II. REPLY TO MOTION FOR DISMISSAL FOR WANT OF JURISDICTION**

5. Wamego has moved for dismissal of the Complaint based on a service technicality. Ideatek conducted service correctly under K.A.R. 82-1-220<sup>1</sup>, but not under K.A.R. 82-1-220a. On April 2, 2019, Ideatek corrected the service error, provided Notice of Completion of Service under K.A.R. 82-1-220a, and indicated it had no objection to Wamego using an additional three days to make any additions or amendments to its initial reply to remove any doubt Wamego was afforded a full three days' notice for its reply. Failure to meet a technical service requirement, especially when timely cured, does not deprive the Commission of jurisdiction over

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<sup>1</sup> K.A.R. 82-1-220 requires the filing of the complaint with the Commission, who reviews it to determine if it establishes a prima facie case for commission action. If it does, the Commission serves the complaint upon the respondent who is then allowed to file an answer.

this matter and the defect has now been remedied. Wamego has suffered no adverse impact - and it has claimed none -- to its ability to respond to, and defend against, Ideatek's Complaint. K.S.A. 60-204 states, in part,

... Substantial compliance with any method of serving process effects valid service of process if the court finds that, notwithstanding some irregularity or omission, the party served was made aware that an action or proceeding was pending in a specified court that might affect the party or the party's status or property.

Wamego received service of the Complaint and filed a response. "[T]he paramount objective of any method of service of process is that 'the party served was made aware that an action or proceeding was pending in a specified court in which his or her person, status or property were subject to being affected.'"<sup>2</sup> To the extent Wamego is requesting dismissal for this reason, the request should be denied.

6. Wamego also alleges the Complaint should be dismissed for lack of jurisdiction on the basis that Ideatek uses Voice Over Internet Protocol ("VoIP") technology to provide service to its customers in the Wamego exchange.<sup>3</sup> Wamego asserts that the Commission lacks jurisdiction over this Complaint because VoIP services are jurisdictionally interstate,<sup>4</sup> are classified under federal law as information services and not telecommunications services so are not subject to the provisions of Title II of the Federal Communications Act, including 47 U.S.C. § 251 on interconnection,<sup>5</sup> and the Commission statutorily lacks jurisdiction over VoIP under Kansas law.<sup>6</sup>

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<sup>2</sup> *Fisher v. DeCarvalho*, 298 Kan. 482, 491 (2013).

<sup>3</sup> Wamego Response, ¶¶ 4-20.

<sup>4</sup> Wamego Response, ¶ 9.

<sup>5</sup> Wamego Response, ¶ 11.

<sup>6</sup> Wamego Response, ¶ 17.

7. Ideatek's end-user service technology has no bearing on this matter as Ideatek explained in detail in the Complaint.<sup>7</sup> The Complaint has nothing to do with how IdeaTek provides services to its customers. Rather, the focus of the Complaint is on how -- and whether -- Wamego connects its network to Ideatek's. The Complaint arises out of *Wamego's failure* (indeed, its refusal) to port numbers and indirectly interconnect its network, and *Wamego's threat* to not complete its own customers' calls to Ideatek customers, all of which violate a multitude of laws.<sup>8</sup> In contrast, Wamego's allegations of non-jurisdiction focus entirely on Ideatek and how it provides service to its own customers. That is irrelevant and Wamego misses the mark. The relevant issue is the relationship between Ideatek and Wamego, not the relationship between Ideatek and its customers.

8. Further, Wamego conflates the issues of porting obligations, interconnection, and the provisioning of exchange services. Wamego's obligation to interconnect to allow it to deliver its customers' voice traffic to the PSTN rests solely with Wamego. Separate from Wamego's interconnection obligation is its obligation to port numbers to Ideatek. Separate from interconnection and porting is the obligation Wamego has to provide efficient and sufficient service to its customers by taking the actions necessary to complete their calls. The Commission has jurisdiction over all the matters presented in the Complaint when those matters are properly framed.

9. The Federal Communications Commission ("FCC") has made it abundantly clear that the states "are in a better position to develop mediation and arbitration rules that support the objectives of the 1996 Act."<sup>9</sup> The FCC went so far as to issue a 2011 declaratory ruling

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<sup>7</sup> Complaint, ¶¶ 24-29.

<sup>8</sup> Complaint, ¶¶ 35-39.

<sup>9</sup> See *CRC Communications of Maine, Inc. and Time Warner Cable Inc.*, FCC 11-83, ¶6.

specifically clarifying that the proper forum for resolving disputes related to the implementation of rural incumbent LECs' obligations under sections 251 and 252 is precisely this Commission:

For the reasons discussed below, we conclude that requests made to incumbent LECs for interconnection and services pursuant to sections 251(a) and (b) are subject to state commission arbitration as set forth in section 252, and that section 251(f)(1) does not exempt rural incumbent LECs from the compulsory arbitration process established in that provision. In addition to arbitration, requests for interconnection and services pursuant to sections 251(a) and (b) are also subject to voluntary negotiation remedies, including mediation by the state commission.<sup>10</sup>

Whether the technology Ideatek is using in this instance causes its service to be classified as a “telecommunications service” or an “information service” is irrelevant.

10. Wamego's argument on jurisdiction is flawed for other reasons, as well. Even if VoIP exchange service does not fall under the definition of “telecommunications service” under federal law, the Kansas law is somewhat broader. K.S.A. 66-1,187(m) defines a telecommunications carrier as an entity that “provides a telecommunications service,” and K.S.A. 66-1,187(o) defines telecommunications service as “the provision of a service for the transmission of telephone messages, or two-way video or data messages.” While the type of end-user service Ideatek is providing in the Wamego exchange may be exempt from regulation by the state under K.S.A. 66-2017, Ideatek remains a telecommunications carrier under K.S.A. 66-1,187(o) for purposes of interconnection and Kansas law clearly extends the application of 47 U.S.C. §§ 251 and 252 to VoIP providers. K.S.A. 66-2005(y) states,

Notwithstanding the provisions of this act, and subject to any applicable exemption from interconnection generally, a telecommunications carrier is entitled to interconnection with a local exchange carrier or an electing carrier to transmit and route voice traffic between both the telecommunications carrier and the local exchange carrier or electing carrier ***regardless of the technology by which the voice traffic is originated by and terminated to a consumer. The commission shall afford such telecommunications carrier all substantive and procedural rights available to such carrier regarding interconnection pursuant to 47 U.S.C. §§ 251 and 252*** as in effect on the effective date of this act. Nothing in this subsection shall be construed to confer jurisdiction upon the commission for services that are

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<sup>10</sup> *CRC Communications of Maine, Inc.*, at ¶ 19.

exempt from or otherwise not subject to commission jurisdiction. (Emphasis added.)

11. The Commission has jurisdiction of this Complaint and Wamego's Motion to Dismiss should be denied. The statutory provision cited in the previous paragraph makes clear that the Kansas Legislature intended to distinguish between interconnection and end-user service. Interconnection is required "regardless of the technology by which the voice traffic is originated by and terminated to a consumer."

### III. REPLY TO WAMEGO'S CONTINGENT REPLY

#### A. Ideatek's Complaint Meets the Standard for Expedited Review.

12. As previously stated in the Complaint, Ideatek is currently unable to provide service to its customers in Wamego's exchange because Wamego will not port numbers to Ideatek and Wamego will not resolve its inability to terminate *Wamego's* traffic to Ideatek effectively blocking potential traffic. Both of these actions affect Ideatek's "provisioning of [...] service" which is a qualifying reason for expedited review under K.A.R 82-1-220a(b), which states -

This process may be used to bring expedited resolution to disputes under interconnection agreements entered into pursuant to 47 U.S.C. secs. 251 and 252 of the federal telecommunications act of 1996. This process shall be in addition to any dispute resolution process or procedure specified in the parties' interconnection agreement. Use of this process may be requested if a dispute directly affects the ability of a party to provide uninterrupted service to its customers or **affects the provisioning of any service, functionality, or network element**. This process shall not be used for disputes that involve consumer complaints against the carriers or requests for damages. The commission or its designated examiner shall have the authority to shorten or lengthen the deadlines specified in this regulation if the circumstances warrant or if all parties agree.

13. K.S.A. 77-536 allows the Commission to use emergency proceedings "(1) In a situation involving an immediate danger to the public health, safety or welfare requiring

immediate state agency action or (2) as otherwise provided by law.” Ideatek has explained in its Complaint why expedited treatment is appropriate under these laws.<sup>11</sup>

14. Precedent also exists on the utilization of K.A.R. 82-1-220a for disputes of indirect interconnection irrespective of the existence of any negotiated agreement.<sup>12</sup>

**B. Wamego’s Legal Arguments and Factual Assertions Regarding its Inability to Interconnect are Absent or Flawed.**

15. In its response, Wamego fails to provide a legal basis for its inability (refusal) to terminate traffic to Ideatek.<sup>13</sup> At its worst, Wamego’s argument appears to be that, by doing nothing to secure or implement the routes necessary to transport calls indirectly, that act of doing nothing constitutes technical infeasibility. This argument is contrary to applicable law regarding Wamego’s obligations. At its best, Wamego’s argument is that it is contractually prohibited from using its existing routes for traffic exchange to Ideatek. Wamego, at the very least, needs to expeditiously produce its documents showing it has contractual obligations that limit its use of its AT&T tandem trunking for intraLATA transit. In addition, Wamego needs to explain why such restrictions were included in its contracts and why the Commission should not reject them outright as a back-door attempt by Wamego to avoid its porting and interconnection obligations.

16. In the end, Wamego’s focus on just one method of indirect termination is another example of its failure to adequately perform its obligations of call completion and interconnection. It is not reasonable for Wamego to claim that “there are *no* facilities to which Wamego has access over which Wamego may secure and provide transport of local non-8XX

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<sup>11</sup> Complaint, ¶¶ 44-49.

<sup>12</sup> *In the Matter of the Complaint Regarding The Failure of Rural Telecommunications Company to Provide Interconnection Pursuant to K.S.A. 66-2003 and 47 U.S.C. Section 251(a)*, KCC Docket No. 10-NECZ-515-COM (“10-515 Docket”).

<sup>13</sup> Wamego Response, ¶ 33.

traffic to Ideatek”<sup>14</sup> merely because one particular method may be contractually limited. Ideatek’s suggestion that Wamego use a common method of indirect interconnection was an effort by Ideatek to find a quick and cost-effective resolution to this dispute. Wamego’s professed lack of interconnection to the PSTN, and its claims as to why it lacks such interconnection, should be closely scrutinized. Further, it was this Commission, not Ideatek, that first indicated the use of tandem transit was “quite simple.”<sup>15</sup>

17. Finally, Wamego suggests Ideatek should contact Wamego’s service provider to negotiate terms to transport services to Ideatek.<sup>16</sup> The notion that Ideatek has an obligation under K.S.A. 66-2017(d)(4)(C) to ensure third party-originated calls are delivered to the PSTN is simply ill-founded, a misinterpretation of the statute, and in fact, actually supports Ideatek’s position in its Complaint. First, K.S.A. 66-2017 does not impose legal obligations on a VoIP provider as Wamego argues<sup>17</sup>; it restricts the Commission’s ability to regulate VoIP providers. Second, Ideatek *is* able to receive calls *from* the PSTN and terminate calls *to* the PSTN and thus satisfies its duties of interconnection and its obligations to its customers. In contrast, Wamego is unwilling or voluntarily unable to terminate calls *to* the PSTN for delivery to Ideatek’s customers, thus failing its duties to its customers and the duties of Section 251(a) and Kansas law. Wamego’s only offer for remediating its violations is to do nothing and stand ready and willing for Ideatek

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<sup>14</sup> Wamego Response, ¶ 33.

<sup>15</sup> 10-515 Docket (Viaero Complaint), “Examiner’s Findings of Fact and Recommendations to the Commission”, filed March 31, 2010 (“Viaero Examiner’s Findings”), adopted by the Commission in its “Order Adopting Examiner’s Finding of Jurisdiction, Findings of Fact and Recommendations to the Commission” issued June 22, 2010 (“Viaero Order”); see Viaero Examiner’s Findings at ¶ 32.

<sup>16</sup> Wamego Response, ¶ 34.

<sup>17</sup> Wamego Response, ¶35 – Wamego argues that, “IdeaTek has been made aware of the foregoing third-party solution but refuses to pursue it, insisting instead that Wamego bear the burden of acquiring access to local transport facilities, solely **in order to give IdeaTek the capability IdeaTek is responsible for providing to its customers under K.S.A. 66-2017(d)(4)(C).**” (Emphasis added.)



to negotiate terms with Wamego's route providers; a position that is preposterous. Nevertheless, Ideatek had previously contacted the tandem provider (AT&T) on this matter and received the following response -

“It is not appropriate for anyone at AT&T to discuss another customer's matter with another party. If RCLEC [sic] has issues- they can through the proper channels provide the specific details so we can investigate.”<sup>18</sup>

Thus, even if requiring Ideatek to resolve the matter with AT&T directly were a legally supportable option, which it is not, it cannot be accomplished anyway.

### **C. Wamego Has Denied Ideatek's Port Requests**

18. Wamego “specifically denies” Ideatek's claim that Wamego has refused port requests by Ideatek.<sup>19</sup> In what appears to be a pattern of semantic arguments designed to obfuscate otherwise simple accusations, Wamego poses the argument that because Ideatek never reached the ability to submit an actual porting request, Ideatek's requests were never refused. While the authors of the Complaint made a reasonable assumption based on documentation that port requests had been made by Ideatek to Wamego<sup>20</sup>, it appears that no formal local service request (“LSR”) was placed because Ideatek staff were told by Wamego the request could not be made. Wamego preemptively stopped Ideatek's staff from formally filing a LSR, which has the same impact as Wamego rejecting a LSR.

19. On January 25, 2019, Ideatek attempted to trade profile information<sup>21</sup> with Wamego to begin a port and Ideatek was informed that port requests would not be honored until

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<sup>18</sup> January 30, 2019, email between Daniel Friesen and Cheryl Martinez, Lead Mgr–Interconnection Agreements, AT&T.

<sup>19</sup> Wamego Response, ¶¶ 28-30.

<sup>20</sup> See **Exhibit A** to this Reply which is an email string of correspondence on the porting request between Ideatek's and Wamego's personnel.

<sup>21</sup> In the first interaction with a new porting carrier, or trading partner, carriers commonly trade the information via a “trading partner profile” to establish essential details for porting purposes. Those details often include information such as contact information, escalation point of contacts, and email addresses for LSR submission.

such time as a direct interconnection was established.<sup>22</sup> Ideatek, in short order, escalated the matter to Wamego's President/General Manager, Jeff Wick, and Mr. Wick reiterated to Mr. Daniel Friesen of Ideatek that porting would not occur until Ideatek paid for direct interconnection to Wamego because Ideatek was attempting to port "our customers" in "our territory."

20. Further, both Ideatek and Wamego had informal discussions with Commission Staff on the matter and Ideatek believes Staff could also confirm that Wamego's position was to deny or otherwise not permit Ideatek's porting until preconditions were met, such as direct interconnection with an executed written commercial agreement.

21. In order to make the Complaint more technically accurate, Ideatek represents that it has no objection to amending the language of Count 1<sup>23</sup> to read as follows -

~~Ideatek has submitted a valid number portability request to Wamego and Wamego is refusing to port Ideatek's customers. This is a violation of Wamego's obligations under 47 CFR 52.34(c), 47 U.S.C. 251(b)(2) and K.S.A. 66-2003(e).~~

22. Wamego has asked for "strict proof" of Wamego's denial to port numbers<sup>24</sup> and Ideatek obliges with the attachment of **Exhibit A** (referenced above), **Exhibit B** and **Exhibit C** to this Reply, which show the following:

**Exhibit A** includes an email on the fifth page from the President/General Manager of Wamego, Mr. Jeff Wick, to Daniel Friesen, Mon, Feb 4, 2019 at 11:37 AM that states:

Daniel - As we discussed last week and was in my email correspondence, we will first need to execute a commercial agreement before you can order SIP trunks. Our legal counsel is working on a draft commercial agreement with the goal of having that to you within two weeks. Once this agreement is executed then you can place an ASR and order the SIP trunks. **Once the SIP trunks are in place, we will accept the port.** You did ask me to

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<sup>22</sup> See **Exhibit A**.

<sup>23</sup> Complaint, ¶ 35.

<sup>24</sup> Wamego Response, ¶ 28.

consider not billing you for the SIP trunks, but as not to set precedence, we will bill you for the SIP trunks. ...

**Exhibit B** – Email from Jean M. Ehler of Ideatek to Daniel Friesen of Ideatek, Fri, Jan 25, 2019 at 3:02 PM, which states:

Wamego Telecommunications (WTC) will not do a Trading Partner Agreement with us. Talking to Jay, he said the only way they release numbers is through a direct SIP trunk. I explained that we are going to interconnect via VOIP and we have our own switch, but he states that is their policy and the only way they do this. Really????

**Exhibit C** – Email from Mr. Jay Clark of Wamego to Jean M. Ehler of Ideatek, Mon, Jan. 28, 2019 at 12:41 PM, which states:

Attention Jean: We will be needing an ICA (Interconnection Agreement) from your company. After that has been ok'd we will also need direct trunks to be install.(sic) If you needed further information you can contact my Supervisor Rod Sackrider at 785-456-1032 or his email is rsackrider@wtcks.com. I hope this is helpful and takes care of your needs. Thanks, Jay Clark Central Office Supervisor.

**D. Wamego's Previous Porting Exemption Should Not Insulate Wamego in this Case.**

23. Wamego claims that this Commission currently exempts it from intermodal porting obligations involving wireless carriers that do not have a point of interconnection within Wamego's exchange areas.<sup>25</sup> It is critical to note that the KCC waiver Wamego cites was for wireless carriers and was temporary, pending further FCC action<sup>26</sup>. There have been significant

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<sup>25</sup> Wamego Response, ¶ 32.

<sup>26</sup> Order issued July 29, 2005, *In the Matter of the Petition of Wamego Telecommunications Company, Inc. for Suspension and Modification of the FCC's Requirement to Provide Local Number Portability*. KCC Docket No. 05-WTCT- 1093 -MIS, ("05-1093 Docket"). Ordering paragraph A provides, "Wamego Telephone, Inc's application for approval of a waiver of the Federal Communications Commission date for making local number portability available to accommodate wireline to wireless porting of numbers is approved in those situations where the requesting

changes in technology and the regulatory landscape since Wamego's waiver was granted almost 14 years ago. As noted in Staff's Memorandum in the 05-1093 Docket, the FCC had yet to address matters of "lack of interconnecting, routing and rating arrangement when the wireless carrier's Point of Interconnection (POI) is outside the petitioner's relevant rate centers."<sup>27</sup> Wamego conveniently leaves out in its reply that KCC staff "[did] not necessarily agree or disagree with the Petitioner's discussion [of the economic burdens imposed by wireless LNP]"<sup>28</sup>, and fails to mention that the FCC did, in fact, definitively address all of these issues two years later in its 2007 local number portability order ("2007 LNP Order."<sup>29</sup>)

24. In 2003, the FCC issued its Intermodal Portability Order.<sup>30</sup> The US Telecom Association subsequently challenged the Order. The Court of Appeals remanded the Order to the FCC and stayed the Order for small carriers until the FCC addressed issues involving the Regulatory Flexibility Act (RFA), finding:

For the foregoing reasons, we deny the petitions with respect to the APA claim, and grant the petitions with respect to the RFA claim. **We remand the *Intermodal Order* to the FCC for the purpose of preparing a final regulatory flexibility analysis, and we stay future enforcement of the order against carriers that are "small entities" under the RFA until the FCC prepares and publishes that analysis.**<sup>31</sup>

25. The FCC subsequently cured the defects noted by the court in its 2007 LNP Order with the issuance of a final regulatory flexibility analysis.<sup>32</sup> In doing so, it further and more

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wireless carrier does not have a point of interconnection within Wamego's rate center, *pending final resolution by the Federal Communications Commission.*" (Emphasis added.)

<sup>27</sup> Wamego's 05-1092 Docket, "KCC Staff Memorandum," submitted July 22, 2005, pg. 2.

<sup>28</sup> *Id.*

<sup>29</sup> FCC 07-188.

<sup>30</sup> *In the Matter of Telephone Number Portability*, CC Docket No. 95-116, rel. November 10, 2003, ("Intermodal Portability Order").

<sup>31</sup> *U.S. Telecom Ass'n v. F.C.C.*, 400 F.3d 29, 43 (D.C. Cir. 2005).

<sup>32</sup> FCC 07-188 Appendix D ("FRFA").

substantially addressed (among other issues) the unresolved matters the KCC relied on in its grant of waivers in the Wamego 05-1093 Docket and in KCC Docket No. 10-LHPT-450-MIS. The Court found that the FCC's 2007 LNP Order satisfactorily dealt with the issues the Court had raised.<sup>33</sup>

26. First, the FCC "reject[ed] arguments that carriers that qualify as 'small entities' should not have to comply with the intermodal porting requirements until the [FCC] addresses issues pertaining to rating and routing that are pending in the intercarrier compensation proceeding." It summarized its concerns about rural carriers failing to implement intermodal porting saying:

Creating a partial or blanket exemption from the wireline-to-wireless intermodal porting requirements for small entities **would harm consumers** in small and rural areas across the country by preventing them from being able to port on a permanent basis. It might also **discourage further growth of competition** between wireless and wireline carriers in smaller markets across the country. We continue to believe that the intermodal LNP requirements are important for promoting competition between the wireless and wireline industries and generating innovative service offerings and lower prices for consumers.<sup>34</sup>

While at the time the focus of the 2007 LNP Order was intermodal wireline to wireless porting, Ideatek agrees with Wamego that the facts here are nearly the same *except* much more clarity has been given since that time related to Wamego's obligations to sufficiently prepare its network to port numbers.

27. Second, the FCC declined to exempt small carriers from intermodal porting obligations due to the costs of implementation, noting "the issue of transport costs associated with calls to ported numbers is outside the scope of this proceeding and ***not relevant to the application of the LNP obligations under the Act.***"<sup>35</sup> 47 U.S.C. §251(f) allows a small carrier to petition

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<sup>33</sup> *NCTA v. FCC*, 563 F3d 536, 543 (D.C. Cir. 2009).

<sup>34</sup> *Id.*, at ¶16 (emphasis added).

<sup>35</sup> FRFA ¶4 (emphasis added).

a State commission for a suspension or modification of the requirements of *subsection (b) or (c)* of section 251, which includes porting obligations. It does not include *subsection (a)* which addresses the supportive transport required to meet other fundamental obligations under section 251(a).<sup>36</sup> In the FRFA, the FCC made it clear that porting and transport were two separate duties and only the act of porting itself falls under section 251(b)(2), not the associated supportive transport required to meet other fundamental obligations under section 251(a). This is significant since the Commission's waiver granted to Wamego in the 05-1093 Docket was based upon *the lack of transport arrangements*. The Order states,

Staff noted there are two portability processes involved, porting local numbers to another carrier and transporting or interconnecting between the respective carriers. **In this proceeding, the technical issue brought to light is related with the lack of transport arrangements** when the wireless carrier does not have a POI within the petitioner's rate center and, hence qualifies for the "technically infeasible" exclusion reflected in Section 251(f)(2) *Suspension and Modifications for Rural Carriers*.<sup>37</sup>

28. Thus, the basis for granting Wamego a waiver in 2005 has since been declared to be invalid and should no longer be relied upon by Wamego or endorsed by the Commission. The

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Ideatek notes that KCC Staff memorandums in both the Wamego 05-1093 Docket & KCC Docket No. 10-LHPT-450-MIS include Staff's statement that "there are two portability processes involved, porting local numbers to another carrier **and transporting or interconnecting** between the respective carriers". This statement is now in conflict with the FCC's findings that transport "**is not relevant to the application of the LNP obligations under the Act.**" (Emphasis added.)

Review of the FRFA also occurred in the DC Circuit. However, as noted above, the order withstood the court's scrutiny. In *National Telephone Co-op. Ass'n v. F.C.C.*, 563 F.3d at 542, the court said,

The FCC, however, persuasively explained that such approaches would have the effect of denying many wireline consumers "the benefit of being able to port their numbers to wireless carriers." [... rejecting them on] the ground that they would discourage competition and "would harm consumers in small and rural areas across the country by preventing them from being able to port on a permanent basis." **The agency's rejection of these alternative approaches was both reasonable and reasonably explained.** (Emphasis added.)

<sup>36</sup> 47 U.S.C. § 251(f)(2) states, "A local exchange carrier with fewer than 2 percent of the Nation's subscriber lines installed in the aggregate nationwide may petition a State commission for a suspension or modification of the application of a requirement or requirements of *subsection (b) or (c)* to telephone exchange service facilities specified in such petition..." (Emphasis added.)

<sup>37</sup> Order in Docket No. 05-WTCT-1093-MIS, issued July 29, 2005, ¶8, emphasis added.

only avenue left for Wamego now if it wishes to avail itself of a continued waiver of its porting obligation is to prove it has “extraordinary cost”<sup>38</sup> to implement its porting obligations. The record in the 05-1093 Docket and Wamego’s reply in the present case is devoid of any specific facts of extraordinary costs which would make current porting infeasible. In fact, on information and belief, the administrative costs associated with accommodating a port with Ideatek (transport now aside) are no more costly than any other port Wamego performs routinely today. This fact makes an interim order by the Examiner for Wamego to immediately accept ports from Ideatek reasonable and prudent.

29. Additionally, in the Viaero Complaint case in the 10-515 Docket the Commission adopted the examiner’s recommendation to investigate number portability suspensions previously given to RLECs, such as the waiver given to Wamego in the 05-1093 Docket:

The Examiner recommends that the Commission direct Staff to open a docket to investigate the issues raised by those RLECs that have been granted a suspension and modification of their number portability requirements when the wireless competitor is indirectly connected to the RLECs network.<sup>39</sup>

The Commission conducted this investigation in Docket No. 11-GIMT-003-GIT (“11-003 Docket”). In Staff’s Report and Recommendation filed in the 11-003 Docket, Staff pointed out that there were no interveners in any of the proceedings granting the RLEC waivers.<sup>40</sup> As regards waivers previously granted to 11 individual RLECs, Staff stated,

Staff believes that it must provide due process in reviewing whether the waivers should be rescinded and, to do so, the Commission must review the previously-granted waivers on a company-specific and location-specific basis rather than reviewing all 11 waivers and companies collectively. Staff believes any specific reevaluation of existing waivers should be conducted with the benefit of location-

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<sup>38</sup> FRFA, ¶ 15.

<sup>39</sup> 10-515 Docket, “Examiner’s Findings of Fact and Recommendations to the Commission”, issued March 31, 2010, ¶38.

<sup>40</sup> Staff Report and Recommendation, p. 2.

specific information and a request by companies desiring to enter the specific markets.<sup>41</sup>

30. The present docket provides the benefit of location specific information and a request by a company desiring to enter the specific Wamego market. Consistent with Staff's recommendation<sup>42</sup>, which was adopted by the Commission<sup>43</sup>, the waiver Wamego relies upon in its defense in this case should be reviewed and Wamego should be required to support it based upon the standards and rules in effect today. Ideatek intends to present evidence to the contrary that will show Wamego has the technical ability with limited, if not de minimis costs, to both perform its obligations to port and transport its originating local calls to *any* indirectly-connected carrier.

31. Finally, even if transport costs were a factor in an argument Wamego could make for exemption under section 251(f), the costs of terminating Ideatek's traffic are already de minimis and quickly available via multiple commercial means including:

- a) use of tandem transit as previously discussed in the Compliant;<sup>44</sup>
- b) use of a third-party termination partner where costs are typically \$0.01 per minute or less. Ideatek expects total traffic volume to be less than 1,000 minutes per month or \$10.00 per month;<sup>45</sup> and

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<sup>41</sup> Staff Report and Recommendation, p.4.

<sup>42</sup> Staff suggested the old company-specific dockets wherein the waivers were granted would be "re-opened", but it is Ideatek's understanding that the Commission's processes no longer allow for the re-opening of old dockets. Either way, the present docket accomplishes the same end and is the most efficient way to address the matter.

<sup>43</sup> "Order Closing Docket", issued September 22, 2011.

<sup>44</sup> Complaint, ¶ 8

<sup>45</sup> See Bandwidth.com outbound calling per minute pricing, <https://www.bandwidth.com/pricing/>.



- c) bill and keep intercompany SIP trunking between Ideatek and Wamego (no cost to either party).<sup>46</sup>

32. In this regard, Wamego has failed to argue in its reply why it cannot immediately act on alternative termination methods to meet its traffic termination duties under both federal and Kansas law.

**IV. REPLY TO WAMEGO'S REQUEST FOR ADDITIONAL TIME TO RESPOND TO THE OTHER ASSERTIONS CONTAINED THE COMPLAINT AND FOR A DISCOVERY AND PROCEDURAL ORDER.**

33. Wamego requested that it be allowed to file a response to the remaining issues in the Complaint twenty (20) days after receiving a decision on its Motion to Dismiss. Ideatek understands that a Hearing Officer has been assigned to this case who will establish a procedural schedule. As long as an interim order is in place that requires Wamego to port Ideatek's customers and to complete calls from Wamego customers to Ideatek customers during the pendency of this proceeding, Ideatek has no further need for urgency on procedure, including a date for Wamego's response. This is consistent with the agreement reached in the 19-RRLT-277-COM docket and the examiner's actions in the similar Viaero 10-515 Docket.

34. Ideatek has no objection to the Commission issuing a discovery order and establishing a procedural schedule, as requested by Wamego.

---

<sup>46</sup> Ideatek currently has two bill and keep SIP trunking arrangements in place with Kansas RLECs without contract or monthly cost.

WHEREFORE, Ideatek respectfully requests the examiner deny Wamego's motion for dismissal for want of jurisdiction and grant Ideatek's requests as set forth in the Complaint

Respectfully submitted,

/s/ Glenda Cafer

Glenda Cafer (KS Bar No. 13342)  
Telephone: (785) 271-9991  
Terri Pemberton (KS Bar No. 23297)  
Telephone: (785) 232-2123  
CAFER PEMBERTON LLC  
3321 SW 6<sup>th</sup> Avenue  
Topeka, Kansas 66606  
[glenda@caferlaw.com](mailto:glenda@caferlaw.com)  
[terri@caferlaw.com](mailto:terri@caferlaw.com)

/s/ Mark P. Johnson

Mark P. Johnson (KS Bar No. 22289)  
DENTONS US LLP  
4520 Main Street, Suite 1100  
Kansas City, Missouri 64111  
Telephone: (816)460-2424  
[mark.johnson@dentons.com](mailto:mark.johnson@dentons.com)

**COUNSEL FOR IDEATEK TELCOM, LLC**

---

**RE: WTC ports**

19 messages

Jean M. Ehler <jehler@ideatek.com>  
To: Jay Clark <aclark@wtcks.com>  
Cc: porting@ideatek.com, rsackrider@wtcks.com

Mon, Jan 28, 2019 at 2:13 PM

Jay,

Thank you for this information. Would you have a template of the ICA that you would like for us to use?

If you are needing to establish a local to local reciprocal trunk for local traffic that is fine, we can do that. However, we prefer to use intra-lata tandem trunking for low call volumes like this. We can discuss this further after the acceptance of the ICA or work with Rod if you need to get him involved.

Again, thanks!

---

**Jean M. Ehler | Customer Service Rep**

T 620-543-5555 | 855-IDEATEK (433-2835) | 111 Old Mill Lane, Buhler, KS 67522

[help@ideatek.com](mailto:help@ideatek.com) | [ideatek.com](http://ideatek.com) | [Facebook](https://www.facebook.com/ideatek)

---

**From:** [custserve@ideatek.com](mailto:custserve@ideatek.com) [mailto:[custserve@ideatek.com](mailto:custserve@ideatek.com)] **On Behalf Of** Jay Clark  
**Sent:** Monday, January 28, 2019 12:41 PM  
**To:** [porting@ideatek.com](mailto:porting@ideatek.com)  
**Subject:** WTC ports

Attention Jean:

We will be needing an ICA (Interconnection Agreement) from your company. After that has been ok'd we will also need direct trunks to be install. If you need further information you can contact my Supervisor Rod Sackrider at 785-456-1032 or his email is [rsackrider@wtcks.com](mailto:rsackrider@wtcks.com). I hope this is helpful and takes care of your needs.

Thanks,

Jay Clark  
Central Office Supervisor

--

---

Daniel P. Friesen <daniel@ideatek.com>  
To: "Jean M. Ehler" <jehler@ideatek.com>  
Cc: Jay Clark <aclark@wtcks.com>, porting@ideatek.com, rsackrider@wtcks.com, Jeff Wick <jwick@wtcks.com>

Mon, Jan 28, 2019 at 2:16 PM

I'll send a note to Jeff Wick, an ICA and direct trunking are not requirements of a valid porting request per the FCC.

**Daniel P. Friesen | Managing Member & Innovation Officer**

**ideatek** HUMAN AT OUR VERY FIBER

T 620-543-5003 | 111 Old Mill Lane, Buhler, KS 67522 | [ideatek.com](http://ideatek.com)

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[Quoted text hidden]

EXHIBIT A

Daniel P. Friesen <daniel@ideatek.com>  
To: Jeff Wick <jwick@wtcks.com>

Mon, Jan 28, 2019 at 2:27 PM

Afternoon Jeff,

IdeaTek is needing to port a few numbers from Wamego. We've worked through this with a number of RLEC's and most all of them are able to accommodate a port within the FCC requirements. The FCC defines a valid porting request fairly narrowly and a direct interconnection isn't a required component of a port.

We should be able to easy reciprocate this low volume of traffic on existing intralata tandem trunks. We can setup a SIP trunk between companies if we need to but I hope no of this will slow down the porting process.

Happy to get on the phone to discuss further. Thanks for your attention on this.

Daniel  
[Quoted text hidden]

---

Jeff Wick <jwick@wtcks.com>  
To: "Daniel P. Friesen" <daniel@ideatek.com>

Mon, Jan 28, 2019 at 4:19 PM

Daniel –

I have a call with our FCC legal counsel tomorrow to review.

While I agree that we probably don't need an ICA, at this time, I don't concur that we don't need a direct interconnection.

I will get back to you before the end of the day tomorrow.

**Jeff Wick**  
President/General Manager



Direct: (785) 456-1011  
Mobile: (785) 458-1011  
HelpDesk (24/7): (785) 456-1000  
[www.wtcks.com](http://www.wtcks.com) | [fb.com/wtckansas](https://fb.com/wtckansas)

[Quoted text hidden]

---

Daniel P. Friesen <daniel@ideatek.com>  
To: Jeff Wick <jwick@wtcks.com>

Mon, Jan 28, 2019 at 7:56 PM

Thanks Jeff, we've asked others provide substantiation for a requirement to directly interconnect since 251(a)(1) states a duty is required to interconnect directly or indirectly. If you don't have the AT&T intra-lata trunking we are referring too, then we would need to go a different route anyway.

Regardless, we are happy to directly interconnect via a SIP connection if you want, although since we have equal costs, we would request the trunk be bill and keep.

Thanks again  
[Quoted text hidden]  
[Quoted text hidden]

---

Jeff Wick <jwick@wtcks.com>  
To: "Daniel P. Friesen" <daniel@ideatek.com>

Tue, Jan 29, 2019 at 3:07 PM

Daniel –

The following is where WTC stands on your request for porting numbers:

- WTC concurs that we don't need a formal ICA that is subject to approval by the KCC pursuant to Section 251(c)(2) of the Communications Act. But, our companies will need to enter into a Commercial Agreement that does not need to be approved by the KCC and that specifies certain terms and requirements.
- WTC concurs that we can treat local traffic between our two companies on a reciprocal bill-and-keep basis, provided that the balance of traffic does not change significantly in either direction.
- Since you want to port numbers, WTC will require a direct connection due to contractual and practical limitations with our direct connection with AT&T and we can provision SIP Trunks for this connectivity. WTC's fee for SIP trunks is \$20.00 per trunk and we do not have an installation fee nor a contract for length of term.

We understand your assumption is that we can indirectly route traffic over our AT&T direct connection. While this is theoretically feasible, the practical problem with this approach is that our agreement with AT&T prohibits us from routing any other traffic over this connection other than AT&T's traffic. Furthermore, calls sent on our direct

connection with AT&T that do not involve AT&T customers are routinely rejected by AT&T.

If you have an agreement or can get an agreement with AT&T that allows us to route your traffic over their direct connection, then we would have no issue with doing so.

Furthermore, if you can get an FCC or KCC order directing WTC to override the terms in our AT&T agreement to allow us to route your traffic over their direct connection, then we would have no issue with doing so.

We are unsure of your timeline, but we can expedite a draft of a Commercial Agreement and then turn up the SIP Trunks in one business day after the parties finalize the terms and sign the agreement.

We are open to having a call to discuss or even having your legal counsel talk directly to our legal counsel.

Please let me know how you would like to proceed.

[Quoted text hidden]

---

**Daniel P. Friesen** <daniel@ideatek.com>  
To: Jeff Wick <jwick@wtcks.com>

Tue, Jan 29, 2019 at 3:33 PM

Thanks Jeff, is the AT&T intralata trunking agreement a commercial one or one the KCC approved?

Also are you willing to pay \$20 per trunk to interconnect with us so you can terminate traffic to our customers?

[Quoted text hidden]

[Quoted text hidden]

---

**Jeff Wick** <jwick@wtcks.com>  
To: "Daniel P. Friesen" <daniel@ideatek.com>

Wed, Jan 30, 2019 at 11:01 AM

Daniel –

Our agreement with AT&T is a commercial agreement, thus we cannot share this with third parties.

No, we will not pay to have a direct connection with your company as we are not asking to port numbers nor terminate traffic with your customers.

[Quoted text hidden]

---

**Daniel P. Friesen** <daniel@ideatek.com>  
To: Jeff Wick <jwick@wtcks.com>

Wed, Jan 30, 2019 at 11:18 AM

Hows your afternoon look to have a quick call?

[Quoted text hidden]

---

3 attachments



---

**Jeff Wick** <jwick@wtcks.com>  
To: "Daniel P. Friesen" <daniel@ideatek.com>

Wed, Jan 30, 2019 at 11:22 AM

Daniel –

Today, I would have time between 3:30pm and 4:30pm or tomorrow afternoon I am open after 2pm.

I assume this call would be without legal counsel?



[Quoted text hidden]

Daniel P. Friesen <daniel@ideatek.com>  
To: Jeff Wick <jwick@wtcks.com>

Wed, Jan 30, 2019 at 11:27 AM

330 works. Yes please no counsel they don't usually help if we have the opportunity to talk directly. Thanks!

Can I just call you direct?

[Quoted text hidden]



Jeff Wick <jwick@wtcks.com>  
To: "Daniel P. Friesen" <daniel@ideatek.com>

Wed, Jan 30, 2019 at 11:29 AM

Yes...785.456.1011.

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

Direct: (785) 456-1011  
Mobile: (785) 458-1011  
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[www.wtcks.com](http://www.wtcks.com) | [fb.com/wtckansas](https://fb.com/wtckansas)

**From:** Daniel P. Friesen <daniel@ideatek.com>  
**Sent:** Monday, January 28, 2019 7:56 PM  
**To:** Jeff Wick <jwick@wtcks.com>  
**Subject:** Re: WTC ports

Thanks Jeff, we've asked others provide substantiation for a requirement to directly interconnect since 251(a)(1) states a duty is required to interconnect directly or indirectly. If you don't have the AT&T intra-lata trunking we are referring too, then we would need to go a different route anyway.

Regardless, we are happy to directly interconnect via a SIP connection if you want, although since we have equal costs, we would request the trunk be bill and keep.

Thanks again

Daniel P. Friesen | Managing Member & Innovation Officer

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On Mon, Jan 28, 2019 at 4:19 PM Jeff Wick <jwick@wtcks.com> wrote:

Daniel –

I have a call with our FCC legal counsel tomorrow to review.

While I agree that we probably don't need an ICA, at this time, I don't concur that we don't need a direct interconnection.

I will get back to you before the end of the day tomorrow.

**Jeff Wick**  
President/General Manager

[Quoted text hidden]

---

**Daniel P. Friesen** <daniel@ideatek.com>  
To: Jeff Wick <jwick@wtcks.com>

Mon, Feb 4, 2019 at 8:47 AM

Good morning Jeff, our install for this port request is scheduled for Thursday. Are we able to reach an agreement on the SIP trunking?

Thanks  
[Quoted text hidden]  
[Quoted text hidden]

---

**Jeff Wick** <jwick@wtcks.com>  
To: "Daniel P. Friesen" <daniel@ideatek.com>

Mon, Feb 4, 2019 at 11:37 AM

Daniel -

As we discussed last week and was in my email correspondence, we will first need to execute a commercial agreement before you can order SIP trunks. Our legal counsel is working on a draft commercial agreement with the goal of having that to you within two weeks. Once this agreement is executed then you can place an ASR and order the SIP trunks. Once the SIP trunks are in place, we will accept the port.

You did ask me to consider not billing you for the SIP trunks, but as not to set precedence, we will bill you for the SIP trunks.

We look forward to working with you.

**Jeff Wick**  
General Manager

Direct: (785) 456-1011  
Mobile: (785) 458-1011  
HelpDesk (24/7): (785) 456-1000

Sent from my iPad

On Feb 4, 2019, at 8:48 AM, Daniel P. Friesen <daniel@ideatek.com> wrote:

Good morning Jeff, our install for this port request is scheduled for Thursday. Are we able to reach an agreement on the SIP trunking?

Thanks

**Daniel P. Friesen** | Managing Member & Innovation Officer

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On Wed, Jan 30, 2019 at 11:29 AM Jeff Wick <jwick@wtcks.com> wrote:

Yes...785.456.1011.

**Jeff Wick**  
President/General Manager

<image001.jpg>

[Quoted text hidden]



image001.jpg  
63K

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**Daniel P. Friesen** <daniel@ideatek.com>  
To: Jeff Wick <jwick@wtcks.com>

Mon, Feb 4, 2019 at 11:44 AM

Sorry we couldn't come to amicable resolution. We are happy to review the commercial agreement but we would dispute any charges for the interconnection required for your customers to call ours.

Please send over contact info for the state and federal counsel you want us to reach out to on this matter.

Thanks,

[Quoted text hidden]

[Quoted text hidden]

---

**Jeff Wick** <jwick@wtcks.com>  
To: "Daniel P. Friesen" <daniel@ideatek.com>

Mon, Feb 4, 2019 at 12:55 PM

Daniel -

We don't see any reason to have our legal counsel visit at this time, but once you receive a draft of the commercial agreement, if necessary, we can setup a conference bridge with legal counsel to discuss.

Thanks.

**Jeff Wick**  
General Manager

Direct: (785) 456-1011  
Mobile: (785) 458-1011  
HelpDesk (24/7): (785) 456-1000

Sent from my iPad

[Quoted text hidden]

---

**Daniel P. Friesen** <daniel@ideatek.com>  
To: Jeff Wick <jwick@wtcks.com>  
Cc: Abby Stockebrand <abbys@ideatek.com>  
Bcc: Glenda Cafer <glenda@caferlaw.com>

Mon, Feb 4, 2019 at 4:34 PM

Jeff, it would help advert any official compliant we have to make if we could get reference to the federal basis for your position. Last we talked, you said we would have to interface with your attorney so that's what I'm asking. It would be waste if we have to file only to find you do in fact have a basis.

As I stated previously, paying for a circuit to resolve a calling path issue you may have with your customer's calling ours isn't something we want to pay for. We are more than willing to accept the costs to get our customer's calls to you at any number of call paths we have at our disposal. It seems unfair to demand connectivity to resolve your obligation.

I suspect your commercial agreement will have some terms that we simply cannot agree to, like committing to pay for the trunking. To that end, it may be best if we seek some mediation on this matter to timely resolve this issue, would you be open to that? I know the KCC would be willing to help.

[Quoted text hidden]

[Quoted text hidden]

---

**Daniel P. Friesen** <daniel@ideatek.com>  
To: Jeff Wick <jwick@wtcks.com>  
Cc: Abby Stockebrand <abbys@ideatek.com>

Thu, Feb 14, 2019 at 12:39 PM

Jeff I'm following up to our conversation. You indicated thought we would have a draft soon on your proposed commercial agreement. Is that still the plan?

**Daniel P. Friesen** | Managing Partner & Chief Innovation Officer

[Quoted text hidden]

[Quoted text hidden]

---

**Jeff Wick** <jwick@wtcks.com>  
To: "Daniel P. Friesen" <daniel@ideatek.com>

Thu, Feb 14, 2019 at 4:20 PM



Daniel – Our attorney plans to have the draft to us next week and then I will forward it on to you.

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

Thanks.

*Jeff Wick*  
General Manager

Direct: (785) 456-1011  
Mobile: (785) 458-1011  
HelpDesk (24/7): (785) 456-1000

Sent from my iPad

On Feb 4, 2019, at 11:44 AM, Daniel P. Friesen <[daniel@ideatek.com](mailto:daniel@ideatek.com)> wrote:

Sorry we couldn't come to amicable resolution. We are happy to review the commercial agreement but we would dispute any charges for the interconnection required for your customers to call ours.

Please send over contact info for the state and federal counsel you want us to reach out to on this matter.

Thanks,

**Daniel P. Friesen** | Managing Member & Innovation Officer

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On Mon, Feb 4, 2019 at 11:37 AM Jeff Wick <[jwick@wtcks.com](mailto:jwick@wtcks.com)> wrote:

Daniel -

As we discussed last week and was in my email correspondence, we will first need to execute a commercial agreement before you can order SIP trunks. Our legal counsel is working on a draft commercial agreement with the goal of having that to you within two weeks. Once this agreement is executed then you can place an ASR and order the SIP trunks. Once the SIP trunks are in place, we will accept the port.

You did ask me to consider not billing you for the SIP trunks, but as not to set precedence, we will bill you for the SIP trunks.

We look forward to working with you.

*Jeff Wick*  
General Manager

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

## Jean M. Ehler

---

**From:** Jean M. Ehler [jehler@ideatek.com]  
**Sent:** Friday, January 25, 2019 3:03 PM  
**To:** 'Daniel P. Friesen'  
**Cc:** 'Aysha Anderson'  
**Subject:** I need your help please. Wamego Telecommunications

Wamego Telecommunications (WTC) will not do a Trading Partner Agreement with us. Talking to Jay, he said the only way they release numbers is through a direct SIP trunk. I explained that we are going to interconnect via VOIP and we have our own switch, but he states that is their policy and the only way they do this. Really????

He said we could talk to his supervisor, but this is over my head at this point.  
Supervisor is Rod Sackrider. Phone is 785-456-1032.

The numbers we want to port for Prairieland Partners are:

785-458-5000
785-458-5001
785-458-5002
785-458-5003
785-458-5006
785-458-5007

Can you help me please?  
Thanks.



**Jean M. Ehler | Customer Service Rep**

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[help@ideatek.com](mailto:help@ideatek.com) | [ideatek.com](http://ideatek.com) | [Facebook](https://www.facebook.com/ideatek)

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EXHIBIT B

**Jean M. Ehler**

---

**From:** custserve@ideatek.com on behalf of Jay Clark [aclark@wtcks.com]  
**Sent:** Monday, January 28, 2019 12:41 PM  
**To:** porting@ideatek.com  
**Subject:** WTC ports

Attention Jean:

We will be needing an ICA (Interconnection Agreement) from your company. After that has been ok'd we will also need direct trunks to be install. If you need further information you can contact my Supervisor Rod Sackrider at 785-456-1032 or his email is [rsackrider@wtcks.com](mailto:rsackrider@wtcks.com). I hope this is helpful and takes care of your needs.

Thanks,

Jay Clark  
Central Office Supervisor

--

EXHIBIT C

**VERIFICATION**

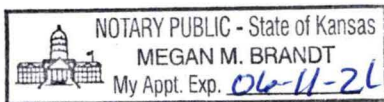
I, Daniel Friesen, do hereby verify under penalty of perjury that the statements and representations made in the foregoing document are true and correct to the best of my knowledge and belief.

  
\_\_\_\_\_  
Daniel P. Friesen  
Ideatek Telecom, LLC

STATE OF KANSAS            )  
                                      ) ss  
COUNTY OF RENO         )

On this 9<sup>th</sup> day of April, 2019, Daniel Friesen appeared before me personally and executed the foregoing verification and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have set my hand and affixed my official seal below in the County and Commonwealth stated, on the day and year first above written.



  
\_\_\_\_\_  
Notary Public

My appointment expires: 06-11-21

### CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the above pleading was electronically served this 9<sup>th</sup> day of April, 2019 to:

Michael Neeley, Litigation Counsel  
Kansas Corporation Commission  
1500 SW Arrowhead Road  
Topeka, Ks. 66606  
[m.neeley@kcc.ks.gov](mailto:m.neeley@kcc.ks.gov)

Brian Fedotin, Hearing Officer  
Kansas Corporation Commission  
1500 SW Arrowhead Road  
Topeka, Ks. 66606  
[b.fedotin@kcc.ks.gov](mailto:b.fedotin@kcc.ks.gov)

Daniel P. Friesen  
Ideatek Telcom, LLC  
CIO / Managing Partner  
111 Old Mill Ln  
Buhler, KS 67522-0407  
[daniel@Ideatek.com](mailto:daniel@Ideatek.com)

Mark P. Johnson, Partner  
Dentons US LLLP  
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Kansas City, Mo 64111-7700  
[mark.johnson@dentons.com](mailto:mark.johnson@dentons.com)

Mark Doty  
Gleason & Doty Chtd  
401 S Main St., Ste 10  
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Ottawa, Ks 66067-0490  
[doty.mark@gmail.com](mailto:doty.mark@gmail.com)

Thomas E. Gleason  
Wamego Telecommunications Co., Inc.  
PO Box 6  
Lawrence, Ks 66044  
[gleason@sunflower.com](mailto:gleason@sunflower.com)

Colleen Jamison  
Jamison Law, LLC  
P O Box 128  
Tecumseh, Ks 66542  
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