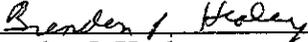


**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION**

United Communications Systems, Inc.)	
d/b/a Call One)	
)	
Petition for Arbitration of an)	
Interconnection Agreement with)	
Illinois Bell Telephone Company)	ICC Docket No. 03-0772
d/b/a SBC Illinois Pursuant to Section)	
252(b) of the Telecommunications)	
Act of 1996)	

NOTICE OF FILING

Please take notice that on February 23, 2004, the undersigned filed United Communications Systems' Reply in Support of Motion to Compel with the Clerk of the Illinois Commerce Commission.



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UCS' REPLY IN SUPPORT OF ITS MOTION TO COMPEL

United Communications Systems, Inc. ("UCS") for its Reply in Support of its Motion to Compel Illinois Bell Telephone Company ("SBC") to respond to discovery and for an order deeming SBC's objections waived and deeming UCS' requests for admissions admitted, states as follows:

INTRODUCTION

In its Response to Motion to Compel ("SBC Response"), SBC takes the position that it has been justified in stonewalling almost all of UCS' discovery requests for the last two months, and in refusing to discuss how UCS' requests could be narrowed, because (i) UCS asked for more discovery than did three other CLECs in their arbitrations, (ii) certain requests were allegedly overbroad or burdensome, (iii) the Commission's rules allow only "scaled down" discovery, and (iv) the basis for SBC's objections were "obvious," and therefore did not need further explanation. As a result, SBC concludes, UCS was not and is not entitled to any discovery¹ unless UCS agrees to accept – as SBC's complete production – responses to 30 discovery requests selected by SBC.²

¹ SBC claims that it has given some discovery responses, but practically all of those responses amount to the statement that SBC has no information or documents, coupled with the statement that gathering the

SBC's conduct makes a mockery of the Commission's rules, applicable law and basic fairness. Among other things:

1. SBC's own conduct created the need for the discovery UCS seeks. SBC has concealed the services and features thereof that it offers at retail and refused to state its positions during the negotiation period. Many of UCS' requests are for information SBC should have been disclosing all along, given its obligation under 47 U.S.C. 251(c)(1) to "negotiate in good faith."

2. SBC's testimony, which was filed on February 13, 2004, demonstrates why UCS needed the discovery in the first place and why UCS continues to need the discovery. Again and again in its testimony, SBC complains that UCS "has no evidence" for the factual assertions made in UCS' testimony. When UCS requested information or documents that would have yielded that evidence, SBC objected that the information was "irrelevant," and refused to even discuss providing it. Under the Commission's schedule for this proceeding, had SBC provided the information requested by UCS' discovery, UCS' testimony, filed a week after SBC's discovery responses, would have provided the evidence that SBC now derides UCS for omitting.

3. SBC's Response to Interrogatories shows that it did not even look for some or all of the requested information it claims not to have. Illinois law is clear that a party responding to interrogatories must search its corporate memory, and that the person answering the interrogatory must review relevant records and ascertain the knowledge of other corporate agents.

4. SBC's Response fails to justify its burdensomeness or overbreadth objections. Before filing its motion to compel, UCS asked SBC to "meet and confer" with it regarding the requests to address any alleged overbreadth or undue burden. Having refused to discuss any such modifications, SBC cannot complain or alleged overbreadth or undue burden.

These and other points are discussed in more detail below and in Appendices A and B, which UCS attached hereto.

supposedly non-existent information on documents would be "burdensome." As discussed below, SBC now admits that it *does* have responsive information, but claims that would be too much trouble to gather that information.

² SBC's claim that it has offered to respond to 30 requests is itself misleading. An examination of SBC's responses in the matrices shows that in the case of some of the 30 requests, SBC is offering only a small fraction of what is requested. For example, SBC's response regarding Document Request 9 (ICBs requested for the period beginning in 1996; SBC will produce them only from 2003).

ARGUMENT

A. **Because SBC's Response Is Unverified, Factual Assertions Must Be Stricken.**

As a preliminary matter, the Commission must strike and disregard all factual assertions in SBC's Response. Under the Commission's rules, "[t]he factual assertions contained in all documents shall be verified by the filing party before a notary public." 83 ILAC § 761.130(b). SBC's Response is chock-full of factual assertions, none of which have been verified.³ Attached hereto as Exhibit A is a copy of SBC's pleading with factual assertions highlighted in yellow. This is merely the latest episode in a disturbing pattern – SBC's discovery responses were also not verified. Such disregard of the rules is not without consequence, and the factual assertions in SBC's Response (and appendices thereto) as highlighted in Exhibit A must be stricken and disregarded.

B. **SBC's Refusal to Follow the Rules Created the Need for Discovery Sought.**

The number of discovery requests served by other CLECs in their arbitrations with SBC is not relevant. The amount of discovery that is appropriate in any proceeding depends on the facts that are at issue and the extent to which such facts have been disclosed without the necessity of formal discovery. In the present case, UCS has given substantial reasons for each of its discovery requests. SBC's complaints about the amount

³ It is not surprising that SBC would not want to verify its Response, since several of the statements are flat out false. One particularly egregious false statement is that "SBC Illinois did not decline a UCS invitation to discuss how to reduce the alleged burden." (SBC Resp. at 8.) In footnote 4 on page 4, SBC tries to marginalize the issue by stating that SBC "believes the ALJ is not interested in refereeing a debate about who said what." SBC misses the point. SBC has used its own refusal to narrow UCS' requests to something SBC considered reasonable as a strategy to avoid giving any substantive disclosures prior to the date UCS' testimony was due.

In any event, it is likely that the ALJ will be interested. As the First Report and Order states, in an analogous context. "The likelihood that an arbitrator will review the positions taken by the parties during negotiations also should discourage parties from refusing unreasonably to provide relevant information to each other or to delay negotiations" *First Local Competition Order*, 11 FCC Rcd. 15499, ¶ 148.

of discovery sought are particularly inappropriate because much of the discovery UCS seeks would be unnecessary if SBC had simply complied with the Communications Act of 1934, as amended (the "Act").

The Act imposes three basic requirements relevant to this motion. First, it requires that an ILEC make available telecommunications services it offers at retail to CLECs for resale, without unreasonable or discriminatory limitations. 47 U.S.C. §§ 251(b)(1); 251(c)(4). As UCS has shown in its petition and testimony, SBC took numerous steps to conceal from CLECs the services it offers at retail. For example, although SBC has now changed its position, and admits in its testimony that CLECs are entitled to resell ICBs to new end users, SBC also admits that there is no way – even today – for CLECs to learn the terms and conditions of the ICBs SBC has offered or is presently offering to retail end users. In other words, ICBs, and much of the other information SBC now claims is too "burdensome" to produce, constitute information that SBC was required to disseminate to CLECs all along.

It is true that SBC has now agreed to allow CLECs to resell ICBs, and SBC has now finally promised to post new ICBs on a web site. For some reason, it will only start placing ICBs on the website 20 days after this arbitration is concluded. The question, however, of what services and features thereof SBC has been offering remains highly relevant. Many of SBC's factual assertions (for example, that ICBs become "stale" after six months, or that there is no such thing as a "generic" ICB)⁴ cannot be proven or disproven without determining what SBC has been offering at retail. For example, if the ICBs SBC was offering several years ago are basically identical to the ICBs they entered into recently that would prove that ICBs do not become "stale."

⁴ See Smith Test. at ll. 415-68; 479-516; 617-21; Warren Test. at ll. 106-19.

The second relevant requirement imposed by the Act is that ILECs negotiate interconnection agreements with CLECs in “good faith.” 47 U.S.C. § 251(c)(1). Part of this process is that the parties at least state their positions on issues and why they believe those positions are correct.

Third, the Act plainly contemplates that the Respondent will state its position during the negotiation, for it imposes upon the Petitioner the duty to include in its Petition “the position of each of the parties with respect to [the unresolved] issues.” 47 U.S.C. § 252(b)(2)(A)(ii). This would be an impossibility unless the Respondent informed the Petitioner of its position during negotiations. As shown in UCS’ petition and testimony, SBC simply refused to do this during the negotiation process. SBC’s pervasive failure to state its position on many issues, or to explain the reasons for its position on many other issues necessitated that UCS pose “contention interrogatories” so that it could address SBC’s position in its testimony.

In the face of these clear statutory requirements, and the Commission’s establishment of a procedure schedule for arbitrations that requires Respondent to answer discovery before Petitioner submits testimony, it is remarkable that SBC takes the position that it was permitted to delay stating its position until *after* UCS filed its testimony. SBC claims, and even italicizes its claim, that “*SBC Illinois had every right to tailor its contentions and the reasons for its contentions to UCS’ testimony.*” (SBC Resp. at 11.) Moreover, SBC goes on to assert that “UCS will learn everything it needs to know about SBC Illinois’ positions . . . through SBC Illinois’ testimony and brief – the same means by which SBC Illinois will learn UCS’ positions . . .”⁵ (*Id.*)

⁵ SBC’s assertion that SBC did not learn about UCS’ positions until UCS filed its testimony are plainly incorrect. As required by 47 U.S.C. § 252(b)(2)(A)(ii), UCS set forth its position on the issue in its

SBC's view of the sequencing of events is absurd. The Act contemplates that SBC will disclose its positions before the petition is even filed, since it requires UCS, as Petitioner, to set forth SBC's positions in the Petition.⁶ Having laid its cards on the table in the Petition, UCS was entitled to have SBC do likewise through discovery responses, which, under the Commission's procedural schedule, must be answered *before* UCS elaborates on its own already-stated position in pre-filed testimony. Nothing in the Act or the Commission's rules authorizes SBC to conceal its positions from UCS until after UCS both files its Petition and submits its own testimony. SBC had more than ample notice of UCS' positions when it was asked to state its own in response to UCS' discovery.

Moreover, even after the filing of SBC's testimony, many of UCS' contention interrogatories continue to be crucial. For example, one of the primary issues of UCS' Petition is the MAD, SBC imposes under its tariff service offerings that restricts UCS' ability to offer service to customers above a certain volume. SBC has provided no economic rationale for the discretionary restriction level and UCS requires discovery to determine how it is applied or not applied by SBC on a retail basis.

In Interrogatory 54, UCS asks SBC to "set forth all reasons" why it contends that the MAD is a "reasonable restriction on resale" consistent with 47 C.F.R. § 51.605(e) and §§ 13-514 and 9-250 of the PUA. SBC refused to answer Interrogatory 54, claiming that it would set subsequently forth its reasons in its Response to UCS' Petition, its testimony, and other unspecified "submissions" in this proceeding. SBC did not set forth its reasons

Petition, filed well before SBC was required to answer UCS' discovery. In addition, unlike SBC, UCS set forth its positions on the Issues during the pre-petition negotiations phase.

⁶ Paragraph 149 of the FCC's *Local Competition Order* confirms that the parties are expected to disclose their positions during pre-petition negotiations.

in its Response to UCS' Petition, and likewise did not set forth its reasons in its testimony, so it continues to keep UCS "in the dark" as to its reasons. This type of gamesmanship must not be tolerated. Moreover, even though SBC's testimony does set forth its position on certain issues, all of UCS' contention interrogatories ask SBC to identify any supporting documents. SBC still has not identified the documents on which it is relying to support its positions.⁷

SBC's refusal to negotiate in good faith also had a second effect on the amount of discovery required. SBC should have been working with UCS to narrow the list of issues on which arbitration was required. Despite constant requests by UCS, however, SBC refused to do this. (See Dec. 3, 2003 letter from B. Menkes to P. Dorin, attached as Ex. B.) It is obvious that the list could have been reduced substantially. SBC refused to meet with UCS to "take issues off the table" prior the petition and discovery being filed. SBC's negotiating tactics therefore necessitated much of the discovery about which SBC now complains.

C. SBC's Argument that Parties to Section 252 Arbitrations Are Not Entitled to Full Discovery is Wrong and Not Made in Good Faith.

SBC argues that because the Commission allowed parties only seven days for discovery responses, the Commission must have intended that the Illinois rules (discussed in UCS' Brief In Support of its Motion to Compel) allowing liberal discovery would not apply. (See SBC Resp. at 1, 4-5.) Not surprisingly, SBC is unable to cite any support for this proposition. In fact, the Commission's rules provide just the opposite. See 83 ILAC

⁷ Notwithstanding that UCS has the right to have its contention interrogatories answered, UCS will agree that it will not insist on answers to interrogatories if SBC stipulates that it has set forth each and every reason for the positions taken in its testimony, and agrees to identify the documents on which its positions are based.

§200.340 (“it is the policy of the Commission to obtain by discovery full disclosure of all relevant and material fact to a proceeding”), and 83 ILAC § 200.360 (“[A]ny party may utilize . . . discovery tools commonly utilized in civil actions in the state of Illinois *in the manner contemplated by the Code of Civil Procedure and the Rules of the Supreme Court of Illinois.*”) (emphasis added). Nothing in the Commission’s rules governing arbitration practice suggests that these Commission policies are inapplicable to arbitrations under Section 252. Although all of the steps in an arbitration must take place quickly, this simply means that the parties need to move more quickly than if they were engaged in another type of proceeding and increases the need for parties to make good faith responses to discovery requests and to “meet and confer” to resolve disputes promptly, as SBC has refused to do here.

Moreover, SBC’s conduct shows that it was not really concerned about the shortness of time. As SBC admits, UCS did grant SBC an extension of time in which to respond. (*See* SBC Resp. at 3, n.3.) SBC never requested a further extension. In fact, SBC has now had two months in which to respond, which is twice as long as contemplated by the Illinois or Federal rules, but has sent only one additional responsive document. SBC could also have provided whatever answers it could in the time available. Instead, SBC has provided essentially nothing.

It is obvious that SBC would have stonewalled no matter how much time it had. The “7-day” argument is just a post-hoc rationalization.

D. SBC’s Testimony Shows Why the Discovery was Needed Before UCS’ Testimony Was Filed, and Why UCS Should be Entitled to Raise Any Matters Discovered in Pre-Filed Testimony.

At various places in its testimony, SBC states that UCS has no evidence to support its factual assertions. For example, SBC's Roman Smith states that "SBC Illinois disputes that it puts all high-volume end users into ICBs, and we note that UCS has provided no information supporting this allegation." (Smith Test. II. 1302-03.)⁸ Mr. Smith omits from his testimony the fact that SBC refused to respond to discovery requests that would have enable UCS to provide evidentiary support for this allegation. For example, Document Request 9 asks SBC to produce copies of its ICBs. Such copies would enable UCS to show how many high-volume end users SBC "puts into ICBs." SBC objected on grounds of relevance.⁹ It is plainly wrong for SBC to withhold the evidence that would enable UCS to prove its point, and then submit testimony criticizing UCS for its failure to offer such evidence.¹⁰

To give another example, Mr. Smith claims, at line 1807 of his testimony, that UCS' allegation of frequent billing errors by SBC is "unsubstantiated." Yet SBC refused to provide any documents with respect to Document Request 74, which asked for documents showing credits given to CLECs "for failure to properly bill resale services." SBC's award of such credits would be strong evidence that it conceded that it bills had been incorrect. Yet SBC withheld this information from production. Again it its wrong

⁸ In fact, for the record, UCS' testimony does not contain that statement.

⁹ SBC also claimed this request was overbroad and unduly burdensome. As discussed elsewhere in this brief and UCS' initial brief, UCS attempted to "meet and confer" with SBC to address SBC's claims of undue burden and overbreadth, but SBC refused to discuss its objections on an interrogatory-by-interrogatory basis.

¹⁰ Moreover, Document Request 14 asked for "Documents relating to the criteria SBC uses in deciding when to offer ICBs to retail end users." SBC objected, among other reasons, on grounds of relevance. Interrogatory 9 asked SBC to "identify what criteria it uses to determine whether to offer a retail end user, an ICB or a tariffed offering." Again, SBC objected on the basis of relevance (although SBC did supply a partial answer admitting vaguely that "the volume of services involved" is a criterion). As with Document Request 9, SBC's answer to these discovery requests would have provided UCS with the evidentiary support that SBC witness Smith claims UCS failed to provide.

for SBC to refuse to produce documents that would support UCS' claims, and then to claim that UCS to "substantiate" its claims.

Despite having improperly refused to provide discovery prior to the filing of UCS' testimony, SBC opposes UCS' request for leave to file supplemental testimony to incorporate the delayed discovery responses. SBC presumptuously states that there is no reason UCS will need its witnesses to "speak to the data request responses." (SBC Resp. at 16.) Not having seen the documents or information, UCS is not in a position to determine whether it will need to incorporate the late-produced discovery in its testimony. If SBC is right, no harm will come from the provision of a supplemental testimony window because UCS will not need to avail itself of the opportunity. If SBC is wrong and UCS does need to incorporate the discovery, then UCS deserves the right to do so. SBC should not be permitted to gain a tactical advantage through the interposition of unwarranted objections to legitimate discovery requests. SBC suggests that to the extent that it produces new information as a result of the motion to compel, UCS "may well be able" to have UCS' witnesses "speak to" this information in its surrebuttal testimony now scheduled for April 8, 2004. (*Id.*) This would be fair because if SBC had produced this information in accordance with the schedule provided by the Commission's rules, UCS would have been able to address or utilize this information in its initial testimony. UCS would be satisfied with a ruling that UCS may address or utilize any late-produced information in its surrebuttal testimony.

E. Despite Repeated Opportunities, SBC Consistently Failed To Justify Its Overbreadth and Burden Objections.

SBC has still provided nothing more than conclusory objections. Essentially, SBC asks the Administrative Law Judge, Staff and UCS to take it on faith that certain

requests are overly broad and unduly burdensome, or to accept the conclusory statement, which SBC repeats 39 times, that “[i]t is plain on the face of this document request that it is overly broad and unduly burdensome.”

This self-serving response provides no basis to judge the validity of SBC’s objections. For example, in Document Request No. 34, UCS requested “all Documents Relating to any instance in which SBC has permitted a carrier to aggregate end users.” SBC states that the overbreadth and burden are “plain on the face” of the request, but are they? What if SBC has never permitted a carrier to aggregate end users? What if SBC has permitted only one carrier to aggregate? Surely, production of documents in either such situation would not be overly burdensome, and the request clearly would not be overbroad. SBC has not provided a shred of evidence, verified or otherwise, that the request is burdensome. Tossing off completely unsupported objections does not provide a basis to deny discovery, and discovery should be required. *See, e.g., In re Folding Carton Antitrust Litig.*, 83 F.R.D. 260, 264 (N.D. Ill. 1979) (stating that, under Federal Rules, “[o]bjections to interrogatories must be specific and by [sic] supported by a detailed explanation why the interrogatories are improper. . . . Plaintiffs’ response was so broad as to be meaningless.”); *United States v. 58.16 Acres of Land*, 66 F.R.D. 570, 573 (E.D. Ill. 1975) (same); 23 Am. Jur. 2d *Depos. & Discov.* § 138 (“An objection based on burdensomeness must make a specific showing of reasons why an interrogatory should not be answered such as evidence showing the amount of work needed to prepare a reply”) (footnotes omitted); 23 Am. Jur. 2d *Depos. & Discov.* § 136 (“All grounds for an objection to an interrogatory must be stated with specificity. Objections to

interrogatories and their grounds should be carefully delineated by the objector”) (footnotes omitted).

Another particularly outrageous example is Document Request 5, which asks for all avoided cost studies that demonstrate the avoided costs associated with the resale of ICBs, and is not limited to Illinois. SBC claims that this request is “overly broad and unduly burdensome . . . on [its] face.” That objection cannot be evaluated without knowing how many other studies there are, a fact that SBC does not set forth. SBC also “objects to [Document Request 5] “to the extent it requests information for states other than Illinois” (SBC Resp. at App. A, p. 1.) In its testimony, *SBC relies expressly upon the results of its ICB avoided cost studies from states other than Illinois, including Michigan, Kansas and Texas.* (See Test. of Anthony M. Cohen at 11. 190-222). It is unconscionable for SBC to rely upon the results of its ICB avoided cost studies from Michigan, Illinois and Kansas, and yet withhold those very studies from production to UCS, thus preventing UCS from distinguishing those studies from the one that SBC asks the Commission to adopt (on an interim basis) in this arbitration.

Furthermore, if SBC found particular discovery requests overly broad and/or unduly burdensome it could have nonetheless responded notwithstanding its objection. For example, SBC highlights Document Request No. 32 (“Produce all Documents relating to the justification for, or effect of a MAD”) as overly broad and unduly burdensome. Even if one assumes that SBC is correct, it could nonetheless have produced some documents. This is particularly true when the parties are operating on a tight timeframe. A flat-out objection brings the process to a halt. Production subject to

objections (or an acceptance of UCS' invitation to try to narrow its requests) would have at least kept things moving and perhaps obviated the need for this Motion to Compel.

F. SBC Must Conduct an Investigation Before Responding to an Interrogatory by Stating it "Does Not Have Information."

SBC admits in its Response that in instances where it has responded to an interrogatory by stating that it "does not have this information," what it really means is that the SBC agent who responded to the Interrogatories did not know whether the requested information existed. (SBC Resp. at 5-7.) Under Illinois law, the fact that the person responding to an interrogatory does not know information does not mean that the corporation to which the interrogatory was directed "does not have" the information. "[A]n agent or officer who answers interrogatories on behalf of a corporation must take reasonable steps to search the 'corporate memory' by (1) investigating the contents of the corporation's records, and (2) trying to ascertain the knowledge of other corporate agents." *Campen v. Exec. House Hotel, Inc.*, 105 Ill. App. 3d. 576, 587, 434, N.E.2d 511, 518 (5th Dist. 1982); *Chicago Park Dist. v. Chicago & Northwestern Transport Co.*, 240 Ill. App. 3d 839, 865, 607 N.E.2d 1300, 1317 (1st Dist. 1992) (same); *see also* 23 Am. Jur. 2d *Depos. & Discov.* § 138 ("[I]f interrogatories are relevant, the fact that they may involve work, research, and expense is not enough to render them objectionable.").

The SBC agent who responded to the Interrogatories apparently did not conduct this investigation. For example, SBC dismisses UCS' request for the documents which reflect discussions regarding the appropriate discount rate for the resale of ICBs by stating that "SBC *presumably* does not maintain a file" (SBC Resp. at 2) (emphasis added) with this title. The use of the word "presumably" shows that SBC has not even looked.

If SBC had conducted the investigation required by the Illinois rules and had determined that the information does exist but that it would truly have taken many man/hours to respond, the proper course – and the course required by Supreme Court Rule 201(k) – would have been for SBC to explain this, and meet with UCS, to try to narrow UCS' request to avoid the burden. SBC refused to do this.

G. SBC Has No Good Reason For Its Refusal To Respond To Requests for Admissions.

SBC did not make good-faith objections to UCS' Requests for Admissions, and therefore the Requests must be deemed admitted. SBC appears to have abandoned the ill-considered assertion, relied upon in its original discovery responses, that Requests for Admission are improper in arbitrations. SBC now merely states that Requests for Admission are "generally inappropriate" in arbitration proceedings. (SBC Resp. at 14.) "General inappropriateness" is not a valid reason for refusing to respond to Requests for Admission. Each Request for Admission must be judged on its own merits. SBC tacitly admitted as much several weeks ago when it offered to respond to nine Requests for Admission. (SBC Resp. at 15.) If the Requests were indeed objectionable, SBC would have had no reason to offer even this concession.

SBC instead claims that "[m]any of UCS' Requests to Admit" are unduly burdensome." (SBC Resp. at 14.) In responding to the Requests for Admission, however, SBC did not identify with particularity any Request for Admission that was unduly burdensome. In its Response, SBC provides only one example of an "unduly burdensome" Request for Admission.¹¹ (SBC Resp. at 14-15.) Are the Administrative

¹¹ SBC confesses that it did not even try to research an answer to a Request for Admission. (See SBC Resp. at 15 ("Counsel for SBC does not know whether the correct answer is 'admitted' or 'denied.'")) Obviously, since counsel is giving its opinion, the question was never submitted to SBC's businesspeople.

Law Judge, Staff and UCS supposed to guess which other Requests for Admission SBC finds “unduly burdensome”? SBC cannot plausibly expect objections to be upheld if it will not even deign to lodge them properly.

Similarly, SBC claims that “many” of UCS’ Requests for Admission are not relevant. (SBC Resp. at 15.) Again, SBC did not object to any particular Request for Admission as irrelevant, and SBC now provides only one example of a Request for Admission that it claims is not relevant.¹² (SBC Resp. at 15.) Astoundingly, although it failed to state which Requests for Admission it believes are not relevant, SBC attempts to take UCS to task for not “address[ing]” SBC’s blanket relevance objection. The burden is on the objecting party to show irrelevance, and SBC did not properly shift the burden through its blanket objection. *See, e.g., 58.16 Acres of Land*, 66 F.R.D. at 572-73 (“The burden is on the objecting party to show why the interrogatory is improper.”); 23 Am. Jur. 2d *Deps. & Discov.* § 136 (same).

H. SBC Should Pay UCS’ Fees.

SBC’s attempt to carve this proceeding out of the fee-shifting provisions of the Illinois rules must fail. Commission rules provide broad latitude to the parties and state that motions may be presented for “such other relief or order as may be appropriate.” 83 ILAC § 200.190. Accordingly, UCS requests its fees in bringing the instant motion.

CONCLUSION

¹² SBC’s tortured explanation of why that Request for Admission (which seeks an admission that SBC stated that PUA §13-509 provides substantive right to resell ICBs) is not relevant makes no sense. The Request is relevant because it shows SBC’s *modus operandi* of claiming that it has disclosed its retail offerings when SBC had in fact taken steps to prevent the information from being learned (in this case by demanding “proprietary treatment” for its ICB offerings filed with the Commission). This is highly relevant, since SBC still wants to redact “proprietary information” (above and beyond customer identifying information) from the ICBs it posts on its website. SBC has refused UCS’ requests to state what kind of information this might be, and gives no hint in its testimony. The Request for Admission is relevant to whether SBC’s request to redact undefined “proprietary information” should be granted.

For the reasons stated herein as well as in UCS' motion and opening brief, UCS requests that the Administrative Law Judge grant its Motion to Compel in its entirety, issue an order deeming SBC's objections waived and UCS' Requests for Admissions admitted, allowing UCS to add newly discovered information to its supplemental response, and awarding UCS its attorney's fees.

Respectfully submitted,

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Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position	UCS' Reply
5	Set forth the wholesale discount rates that are applicable to the resale of ICBs in each state in which SBC is an ILEC and all reasons why SBC contends that these rates are correct including, but not limited to, references to any and all applicable Commission dockets, and identification of relevant Avoided Cost Studies and methodologies.	SBC Illinois objects to this request to the extent that it requests information for states other than Illinois. ***SBC has designated this response "Proprietary and Confidential. UCS therefore removed one sentence from the response.*** The reasons that SBC contends that these rates are reasonable will be set forth in its testimony that will be filed on January 19, 2004.	This is relevant to Issue No. 3. It is a reasonable contention interrogatory. It addresses whether the ICC has reviewed the issue of avoided cost for ICBs resold to new end users, which SBC represented during negotiations that the ICC had. SBC's response would either verify or impeach that representation. In negotiations with UCS, SBC has contended that it is relevant that the Michigan Public Service Commission has set a discount rate of 4.65%, thus contradicting its objection to information concerning the wholesale discount rates in other SBC states. The Indiana Utility Regulatory Commission has also found that ("IURC") that tariffed services in ICBs would be subject to the 21.46% wholesale discount for resellers that purchase operator and directory services. Moreover, the IURC rejected a proposed Ameritech wholesale discount of 3.39% for assumed ICBs in 2001 because it did not comply with the IURC's wholesale discount requirements. Information from states other than Illinois is also relevant because historically SBC generally employs the same cost studies across the five states	The sentence of SBC Illinois' response that UCS deleted provides the wholesale discount rate for ICBs in Illinois, which is relevant. SBC Illinois has not contended that the wholesale discount rates for the resale of ICBs in each of the thirteen states in which an affiliate of SBC Illinois is an ILEC is "correct" (whatever that means), so the reasons (if any) why SBC Illinois would make such a contention are irrelevant. In addition, the overbreadth of the interrogatory ("references to any and all applicable state commission dockets" and identification of all "relevant Avoided Cost Studies and methodologies" in each state) is plain on the face of the interrogatory. Furthermore, the possible verification or "impeachment" of	As described in UCS' Reply Memorandum, SBC relies heavily on other states' decisions concerning the appropriate wholesale discount for ICBs. See Test. of Anthony M. Cohen at 11. 190-222. Mr. Cohen states that certain states "have approved rates very similar to those currently proposed by SBC Illinois." <u>Id.</u> at 221-222. This makes two things obvious: First, SBC is disingenuous when it states that it does not understand the use of the word "correct." Since SBC urges the ICC to adopt similar rates, obviously, SBC thinks these other state's rates are correct." Second, the request for identification of avoided cost studies is not overbroad, since SBC has proffered its own avoided cost study. SBC should not be able to keep other avoided studies, which may have inconsistent methodologies, secret from the parties and the ALJ.

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			<p>in its Midwestern operating region and maintains that its work activities and methods and processes are the same. As such, this information would be extremely relevant to (1) understand what SBC has maintained with respect to the discount rates that apply to ICBs that are assumed and resold, (2) understand the activities, methods and processes with respect to SBC's sale and implementation of an ICB, and (3) impeach SBC on what it maintains in the current arbitration. Furthermore, SBC improperly stated that certain information would be set forth in testimony. This is inappropriate because, as discussed more fully in UCS' brief, under the ICC rules UCS is entitled to receive SBC's discovery prior to filing its testimony.</p>	<p>representations that SBC Illinois allegedly made to UCS during the course of the parties' negotiations is patently irrelevant to the resolution of the issues in this arbitration.</p>	
6	<p>Please state the number of ICBs that SBC entered into with customers during each calendar quarter from August 8, 1996 to the present in the state of Illinois.</p>	<p>SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.</p>	<p>This is relevant to Issue Nos. 1-4. UCS contends that as competition has taken hold in Illinois, SBC has increased its reliance on off-tariff or ICB offerings to provide more competitive offerings and that SBC has to date shielded those ICB contracts from its resale obligations contrary to applicable law. UCS' request is relevant to show how SBC has</p>	<p>SBC Illinois is willing to respond to this interrogatory (for calendar years 2001 - 2003 and pursuant to an agreement or a ruling that requires SBC Illinois to respond only to certain specified interrogatories, data requests, and requests</p>	<p>The ICC Staff has requested this information in their discovery requests "for the last 5 years" (albeit on an annual, rather than calendar quarter basis).</p> <p>The period 2001-2-3 is an insufficient snapshot for ICB information given (i) SBC's statement in its testimony that there are no "generic" ICBs; (ii) SBC's statement that ICBs become "stale" after 6 months ; (iii) SBC's position that CLECs should only be able to resell an ICB for a term longer than the remainder of the term of SBC's ICB which is being resold; (iv) SBC's position that CUS should only be allowed to resell ICBs entered into after the date of the</p>

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			<p>steadily increased its reliance on ICBs over time, including creating a relatively new category of ICBs, which UCS refers to in its Petition as “generic ICBs,” and to demonstrate the extent to which excluding ICBs from resale (or allowing them to be resold only at a reduced avoided cost discount) would impede resale competition in Illinois. The answer to this request will show whether SBC has expanded its offering of ICBs from “traditional custom” ICBs that were based on an end user’s special circumstances to “generic” ICBs that are not based on any special circumstances. The FCC has found information regarding the number of ICBs entered into relevant to determine if an ILEC is seeking to “avoid the statutory resale obligation by shifting their customers to nonstandard offerings, thereby eviscerating the resale provisions of the 1996 Act.” <i>See, In the Matter of Application of BellSouth Corporation, et al. Pursuant to Section 271 of the Communications Act of 1934, as Amended, to Provide In-Region, InterLATA Services in South Carolina</i>, CC Docket No. 97-208, FCC 97-418, Memorandum</p>	<p>for admission).</p>	<p>Commission’s decision; (v) SBC’s position that it not waive the MAD contained in ICBs. The resolution of all of these issues depends on how SBC uses ICBs, and whether ICBs have changed over time, as SBC claims.</p>

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			<p>Opinion and Order, 13 FCC Rcd. 539, at ¶ 224 (1997) (“<i>BellSouth South Carolina 271 Order</i>”).</p> <p>The answer to this request will also provide relevant information that will contribute to the reasonableness of the mechanism by which UCS has proposed SBC provide notice of its ICBs.</p>		
8	<p>Please identify the criteria SBC uses in determining when to offer retail end users ICBs that include any initial billing increments of less than one minute for Band A and/or Band B usage</p>	<p>SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence. SBC Illinois further objects to this data request on the basis that it seeks information regarding SBC’s business strategy that is not only confidential and proprietary but also highly sensitive from a competition standpoint, and such information could not be adequately protected by an agreement to keep such information confidential.</p>	<p>This is relevant to Issue Nos. 1-4. The information called for in this Interrogatory pertains to UCS’ contentions regarding “generic” ICBs and UCS’ repeated requests to SBC regarding the circumstances under which it will make available sub-minute increment billing. SBC’s contention that the information is too sensitive to produce is not a valid objection for two reasons. First, the parties have entered a non-disclosure agreement designed to protect just such sensitive information. If SBC believes that this agreement provides inadequate protection for the information called for by this Interrogatory, the proper remedy is for it to propose a stronger non-disclosure agreement, not to withhold relevant information from discovery. Second, as UCS demonstrates in its Petition, this is the kind of information UCS</p>	<p>SBC Illinois is willing to respond to this interrogatory (pursuant to an agreement or a ruling that requires SBC Illinois to respond only to certain specified interrogatories, data requests, and requests for admission.) (NOTE: SBC Illinois has moved to strike UCS testimony that pertains to the matters at which this interrogatory is directed, on the ground that those matters are not within the scope of this arbitration. SBC Illinois’ conditional willingness to respond to this interrogatory is not in any way in derogation of SBC Illinois’ position that</p>	

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			<p>must have access to in order to resell ICBs. UCS cannot resell ICBs without knowing the criteria that govern which end users are eligible to purchase the ICB. This information is also relevant as to whether any restriction SBC seeks to place on the resale of an ICB with sub-minute billing increments is consistent with 47 CFR § 51.613(b). Further, certain SBC retail end users have provided UCS with retail SBC bills that indicate sub-minute increment billing but UCS has been unable to identify any USOC or other indicator on those end users' CSRs that would provide any indication as to why those end users received the sub-increment billing. This problem is further exacerbated by SBC's requirement that its retail end users not disclose their ICB contracts to any third party, including CLECs.</p>	<p>those matters are not within the scope of this arbitration.)</p>	
9	<p>Please identify the criteria SBC uses to determine whether to offer a retail end user an ICB or a tariffed offering.</p>	<p>SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible</p>	<p>This is relevant to Issue Nos. 1-4. SBC's partial answer is so broad as to be virtually nonresponsive. This is relevant to UCS' contention that SBC uses ICBs - - especially "generic" ICBs - - not to meet the special needs of certain end users, but instead to make whatever offer it needs to win an</p>	<p>SBC Illinois is willing to respond further to this interrogatory (pursuant to an agreement or a ruling that requires SBC Illinois to respond only to certain specified interrogatories, data requests, and requests</p>	<p>SBC should be ordered to give a full response not simply to "respond further." Note that the ICC Staff have requested the same information in TC 1.03.</p>

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		<p>evidence. Notwithstanding this objection and without waiving it, SBC Illinois states that some of the criteria are the competitive offering, the package of LEC services the retail end user has, and the volume of services involved.</p>	<p>end user from a CLEC. It is also relevant to understand whether the criteria, if any, that formed the basis for SBC extending the ICB offering to the end user can also be used as a restriction by which SBC can prevent UCS from reselling the applicable ICBs to new end users. (See UCS' Proposed Definition of "Similarly Situated End User" See Petition at 21, Appendix Resale at § 3.3) If discovery shows that there is no material condition or other economic justification on which SBC based the offering to its end user, SBC should not be permitted to impose unreasonable conditions on the resale of an ICB. This information is also relevant to determining the wholesale discount for the resale of ICBs to new end users.</p> <p>The answer provided, subject to the objection, is so vague as to be useless. Moreover, by using the word "some," SBC demonstrates that its answer is incomplete.</p>	<p>for admission.)</p>	

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11	Please identify each step or work activity SBC takes to market, sell, execute an agreement, provision and bill a retail end user that purchases a volume discount plan or promotion made available via (i) tariff and (ii) an ICB.	SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	This is relevant to Issue Nos. 1-4. This is a critical question because it goes directly to the issue of what activities are avoided when a volume discount plan or promotion is resold via a tariffed offering or an ICB, and thus whether the avoided cost percentage for ICB offerings is comparable to the avoided cost percentage for tariffed offerings. This inquiry is, consistent with Section 252(d) of the Act, the principal determinant in establishing the interim avoided cost discount for ICBs requested by UCS in Issue 3.	Much of the information requested by this interrogatory is irrelevant, because it concerns steps and work activities performed in the retail context that are <i>not</i> avoided in the wholesale context. All that is pertinent to an avoided cost determination is the costs that <i>are</i> avoided, and those costs are addressed in the testimony of SBC Illinois witness Anthony Cohen. In addition, the information that SBC Illinois provided on February 6, 2004, in response to document requests 5 and 7 contains information responsive to this request.	UCS is entitled to make its own determination of which steps and work activities would be avoided in the wholesale context. UCS must have the opportunity to challenge Mr. Cohen's decision that certain costs are not avoided; UCS can only do this if it knows each step and work activity.
13	Set forth the minimum criteria by which SBC will offer a retail customer a billing increment of less than one minute for Local Usage (e.g., Band A and/or Band	SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the	This is relevant to Issue Nos. 1-4. SBC's contention that the information is too sensitive to produce is not a valid objection, for the reasons stated in UCS' Rationale for Motion to Compel response to Interrogatory 8. Moreover, SBC has freely disclosed this information in	SBC Illinois is willing to respond to this interrogatory (pursuant to an agreement or a ruling that requires SBC Illinois to respond only to certain specified interrogatories, data	

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	B).	discovery of admissible evidence. SBC Illinois further objects to this data request on the basis that it seeks information regarding SBC's business strategy that is not only confidential and proprietary but also highly sensitive from a competition standpoint, and such information could not be adequately protected by an agreement to keep such information confidential.	recent negotiations with UCS. In terms of relevance, <i>see</i> UCS' Rationale for Motion to Compel response to Interrogatory 8. This question supplements Interrogatory 8 as the criteria requested also include tariff offerings. SBC provides sub-increment billing on tariff offerings other than those that specifically identify that sub-minute increment billing will be applied. And, as noted in UCS' Rationale for Motion to Compel response to Interrogatory 8, SBC provides no USOC or other indicator that would enable UCS to identify which Resale Services offer sub-increment billing. Accordingly, the only method by which UCS can establish which services offer sub-minute increment billing, is through discovery.	requests, and requests for admission.) (NOTE: SBC Illinois has moved to strike UCS testimony that pertains to the matters at which this interrogatory is directed, on the ground that those matters are not within the scope of this arbitration. SBC Illinois' conditional willingness to respond to this interrogatory is not in any way in derogation of SBC Illinois' position that those matters are not within the scope of this arbitration.)	
14	For each retail customer that has a billing increment of less than one minute for Local Usage, identify (i) each specific Telecommunications Service on which that increment is offered and (ii) the differences in any rates, terms and	SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	This is relevant to Issue Nos. 1, 2 and 4. SBC has, at times, maintained that it does not offer sub-minute increment billing on an ICB basis. UCS, however, has end user bills that show sub-minute increment billing that does not correspond to a tariffed rate. UCS also believes SBC does not always indicate in the ICB that the end user is receiving sub-minute increment billing, because it has seen bills	SBC Illinois is willing to respond to this interrogatory (part (i) only, and not for each individual customer, pursuant to an agreement or a ruling that requires SBC Illinois to respond only to certain specified interrogatories, data requests, and requests for admission.)	Part (ii) is also important, for the reasons stated in "UCS rationale for Motion to Compel."

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	<p>conditions between the offered service and the tariff offering.</p>		<p>that have six-second billing with no mention of such billing in the ICB. In addition, SBC has admitted during negotiations that it does not identify in its tariffs or resale notifications when sub-minute increment billing is applied. See UCS' Rationale for Motion to Compel response to Interrogatory 13.</p>	<p>(NOTE: SBC Illinois has moved to strike UCS testimony that pertains to the matters at which this interrogatory is directed, on the ground that those matters are not within the scope of this arbitration. SBC Illinois' conditional willingness to respond to this interrogatory is not in any way in derogation of SBC Illinois' position that those matters are not within the scope of this arbitration.)</p>	
15	<p>Identify the respective dates on which SBC introduced each tariffed service that included a MAD.</p>	<p>SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.</p>	<p>This is relevant to Issue Nos. 9 and 12. This Interrogatory serves a number of purposes. First, UCS seeks to show that MADs were introduced after TA96 and after competition started to take root. Second, UCS seeks to show that once MADs were introduced, the number of ICBs started to increase as SBC retail end users, especially at the higher tiers of revenue commitment, were migrated from tariff offerings that include a restrictive MAD to ICBs, thus demonstrating that SBC has been using the combination of MADs and ICBs</p>	<p>SBC Illinois does not maintain the information this interrogatory seeks, and believes that UCS can reconstruct that information as readily as SBC Illinois can based on public records. In addition, UCS' relevance arguments show only that the information UCS seeks is at best tenuously related to the issues in this arbitration. UCS seeks the information so that</p>	<p>This information is not all available from presently accessible public records.</p> <p>The relevance of this information is not tenuous; the issue of whether SBC uses MADs to restrict resale, and to thwart aggregation by CLECs is central to this arbitration.</p> <p>SBC has not advanced any economic justification in its testimony for the use of a MAD at the highest commitment tier (an issue on which SBC has the burden), so UCS need not draw the "first level inference." SBC's motivation in using MADs is quite relevant.</p>

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			<p>to evade its obligations to offer services for resale at an avoided cost discount under Sections 251(c)(4) and 252(d)(3) of the Act.</p>	<p>it can argue that certain first level inferences can be drawn, based upon which UCS will ask the Commission to draw a second level inference about SBC Illinois' motivations, which are at best marginally relevant to the arbitration issues.</p>	
16	<p>State the number of retail end users and resellers that have exceeded the MAD at the highest revenue commitment tier since the inception of the MAD, the number of retail end users and resellers that have exceeded their MAD (regardless of the revenue commitment tier) since the inception of the MAD, and separately for each retail end user and reseller that has exceeded its MAD, identify the discounts received during each year of its commitment.</p>	<p>SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. Notwithstanding and without waiving this objection, SBC Illinois states that it does not have this information.</p>	<p>This is relevant to Issue No. 12. At a minimum, SBC's objection must be stricken; it is inconsistent to claim that a request is "burdensome" while also claiming that SBC has no responsive information.</p> <p>UCS seeks to compel a more forthcoming answer because this information would show: (1) the extent to which the MAD truly comes into effect on the retail side and how its operations compares to resale, and (2) whether SBC is in fact limiting its end users to a maximum annual discount or whether SBC waives the MAD for retail end users. UCS seeks to show that the highest revenue tier might be proportionally discriminatory versus the lower tiers, which pertains to the economic rationale for a MAD at a lower</p>	<p>SBC Illinois has responded to this interrogatory by stating it does not have the requested information. It is conceivable that SBC Illinois could construct the requested information by the expenditure of many person/hours, but SBC Illinois cannot properly be required to undertake such an effort, because it would be unduly burdensome. SBC Illinois further explains in its Response to Motion to Compel (at p. 5-6) why UCS is mistaken when it contends it is inconsistent for SBC</p>	<p><u>See</u> UCS' Reply in Support of its Motion to Compel.</p>

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			tier but not at the highest tier.	to claim the request is “burdensome” while also claiming that SBC does not have the information it calls for.	
17	State how many SBC retail business end users have as of the date of your response, a MARC (through tariff or ICB) in excess of \$150,000.	SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	This is relevant to Issue Nos. 1-4 and 10 and 12. This is relevant to the question of how SBC treats its largest end users, and how many end users of that size have subscribed to an offering that requires a MARC. This is relevant to also determine, based on SBC’s responses to other requests, whether SBC imposes a MAD or similar restriction on end users that make a significant MARC of \$150,000 or more. Further, this inquiry is also relevant to demonstrate that SBC’s tariffed offerings are not targeted at larger end users but that the larger end users are served by ICBs, which is relevant to determine if the MAD at the highest revenue tiers is an unreasonable restriction on the resale of the tariff offerings.	SBC Illinois is willing to respond to this interrogatory (pursuant to an agreement or a ruling that requires SBC Illinois to respond only to certain specified interrogatories, data requests, and requests for admission.)	
19	For each retail end user and reseller purchasing services with a MAD, provide the effective percentage discount such end user and reseller received;	SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks	This is relevant to Issue Nos. 12 and 13. The information requested in this Interrogatory would show whether SBC is treating its retail end users differently from its resellers. Moreover, UCS believes it will show that (i) SBC, by using	The information sought by this interrogatory is at best marginally relevant (for reasons similar to those set forth above with respect to interrogatory 15).	It would be quite relevant if UCS’ beliefs were correct. The burdensomeness objection is not well taken because (i) the “analysis” involves simply dividing one number by another; and (ii) SBC has not stated how many end users and resellers have MADs. Had SBC made its objection known to UCS during the “meet and confer” process, UCS could have agreed to limit the request to SBC’s larger customers. SBC cannot complain about the results if it

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	<p><i>i.e.</i>, divide the MAD by the total amount of Eligible Services purchased by such end user/reseller.</p>	<p>information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.</p>	<p>“generic ICBs” and the other devices complained of in UCS’ Petition, is able to effectively offer a greater discount to end users then it allows UCS to resell, and (ii) SBC rarely allows the MAD to actually limit an end user’s discount. In addition, UCS believes that through one or more devices, SBC is providing retail end users a higher effective discount than that permitted by the MAD. Information responsive to this request would prove or disprove UCS’ theory.</p>	<p>Relevant or not, however, it would be absurdly burdensome for SBC Illinois to respond to this interrogatory; SBC Illinois would have to perform a separate analysis for each and every one of (at the very least) hundreds of end users/resellers.</p>	<p>does not follow Supreme Court Rule 201(k).</p>
<p>20</p>	<p>State the number of Save and Winback offerings (through tariff or ICB) that (i) SBC has sold to its retail end users and (ii) CLECs have sold to their end users.</p>	<p>SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding and without waiving these objections, SBC Illinois states that it does not have information on the</p>	<p>This is relevant to Issue No. 15. The information requested in this Interrogatory is relevant to show the effect of SBC’s discriminatory design of its retail and resale Save and Winback offerings. UCS believes that SBC’s creation of a class discrimination set up by such offerings provides an offering that can be used by SBC in a retail context on a more frequent basis than a CLEC may use in the resale context.</p> <p>Again, SBC’s “burdensomeness” objection must be stricken with respect to Save and Winback offerings sold by CLECs; a request cannot be burdensome where the responding party</p>	<p>SBC Illinois is willing to respond to interrogatory 20(i) (for calendar years 2002-2004, and pursuant to an agreement or a ruling that requires SBC Illinois to respond only to certain specified interrogatories, data requests, and requests for admission.)</p> <p>With respect to 20(ii), SBC Illinois has responded to this interrogatory; it does not have the requested information. SBC Illinois explains in its</p>	

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		number of Save and Winback offerings that CLEC's have sold to their end users.	claims to have no responsive information.	Response to Motion to Compel (at p. 5-6) why UCS is mistaken when it contends it is inconsistent for SBC to claim the request is "burdensome" while also claiming that SBC does not have the information it calls for.	
21	For each ICB SBC currently provides, state the number of customers whose previous purchase of telecommunications services was through (i) SBC tariff offerings, (ii) an SBC ICB and (iii) a CLEC.	SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. Notwithstanding and without waiving these objection, SBC Illinois states that it does not have the information requested.	This is relevant to Issue Nos. 1-4. UCS believes SBC offers ICBs as a competitive tool to win end users and makes available ICBs on a more frequent basis in a majority of instances, irrespective of an end user's Material Conditions (<i>i.e.</i> , special characteristics) that would qualify the end user for the ICB. Information from this request will show the great reliance SBC has placed on ICBs to provide an unfair competitive advantage in the marketplace. It is highly unlikely that SBC cannot determine this information.	SBC Illinois has responded to this interrogatory; it does not have the requested information. Even if SBC Illinois could somehow determine the requested information (as UCS presumes) by the expenditure of many person/hours, SBC Illinois cannot properly be required to undertake such an effort, because it would be unduly burdensome.	As discussed in UCS' Reply in Support of its Motion to Compel, SBC does not state that it would actually take "many person/hours;" (apparently because SBC has not investigated the issue) SBC merely states that <u>if</u> it took many person/hours, it would be burdensome. Note that the ICC Staff has asked for similar information in TC 1.02.
22	Identify each function in the Operations Support Systems ("OSS") which allows an SBC retail Customer Service	SBC Illinois retail customer service representatives do not have access to information regarding ICBs, including rates, terms and conditions.	This is relevant to Issue Nos., 16 and 18. UCS seeks to understand "parity," and the information called for herein goes directly to what SBC provides at retail.	SBC Illinois has answered this interrogatory. As is apparent on the face of the interrogatory and SBC Illinois' response, UCS is mistaken when	

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	<p>Representative to access information regarding ICBs, including any USOC descriptions of ICB rates, terms and conditions and/or ICB contract terms, and the specific information which can be accessed with each function.</p>	<p>Service representatives do have access to an intranet web site that provides information on the various tariffed promotions that are available for various products.</p>	<p>SBC has refused to give UCS non-discriminatory access to the data in SBC's OSS.</p> <p>UCS believes, but cannot confirm without discovery, that SBC provides its retail Customer Service Representatives information on its end users' ICBs. If so, UCS requires this information because SBC precludes UCS from gaining access to information on ICBs that is necessary to market to an existing SBC end user: SBC precludes the end user from providing its ICB contract to UCS and SBC refuses to provide a copy of an ICB contract if requested by UCS through an LOA.</p> <p>SBC's answer is simply non-responsive; it improperly recasts the Interrogatory as asking only for information regarding ICBs, which includes rates, terms and conditions. UCS' Interrogatory was phrased in the disjunctive. UCS has asked for OSS information concerning ICBs, whether that information relates to USOC descriptions, terms <i>or</i> conditions..</p>	<p>it contends otherwise.</p>	
23	<p>Identify all audits of SBC's books, records, data and</p>	<p>SBC Illinois objects to this data request on the basis that it is overly</p>	<p>This is relevant to Issue Nos. 22 and 23. UCS believes that, if it is forced to pay for audits, even</p>	<p>This interrogatory is ridiculously overbroad and burdensome on its</p>	<p>UCS denies that this request is overbroad or burdensome, but even if it were, it is another example of a request which could have been narrowed had SBC participated in</p>

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	<p>other documents to verify the accuracy of SBC's billing systems and invoices performed in the six years period prior to the date of your response pursuant to interconnection agreements with CLECs. Please identify whether discrepancies in bills and invoices were identified by the audit, and whether, as a result of the audit, there was a net adjustment in the charges paid or payable by the auditing party by an amount, on an annualized basis, greater than five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.</p>	<p>broad and unduly burdensome.</p>	<p>where those audits ultimately prove substantial overcharges, it would in fact be paying a premium to police SBC's compliance with the Agreement. Furthermore, UCS believes SBC has problems with its billing systems that make it more likely that UCS will have to request an audit to determine the amount that it should be billed.</p> <p>This inquiry is also relevant to Issue 7. UCS believes that if the response to this request demonstrates that SBC has chronic problems in billing correctly, it will simultaneously show that SBC should not be able to force UCS to create an escrow every time there is a billing dispute, because the billing dispute is overwhelming likely to ultimately be resolved in favor of UCS.</p>	<p>face. No further commentary is required.</p>	<p>the meet and confer proceedings. Obviously, SBC can easily determine the results of audits.</p>
24	<p>Please describe in detail the types of Customer Service Record information and information about ICBs and retail</p>	<p>See response to data request 22. There is not an average interval between the time a request for ICB is made and when a response is</p>	<p>This is relevant to Issue No. 16. UCS seeks to understand "parity," and the information called for herein goes directly to what SBC provides at retail. See UCS' Rationale for Motion to</p>	<p>The irrelevance of this interrogatory is evident when one looks at Issue 16 and the disputed language it concerns. Issue 16</p>	<p>Whether SBC should provide non-discriminatory access to OSS information depends on the kinds of information available to SBC's employees. Speed of access is an important consideration</p>

Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position	UCS' Reply
	<p>services (“Information”) that are available to SBC’s employees and representatives engaged in sales or marketing of local telephone service to end user retail customers and the methods available for such SBC employees and representatives to access each such type of Information. In describing the methods available for such SBC employees and representatives to access each such type of Information, set forth the approximate average interval between the time when the SBC employee or representative requests the type of Information and when that type of Information is made available to the requester.</p>	<p>provided. The interval is dependent upon the product and the complexity of the ICB. In the past, intervals have been between 2 and 25 days.</p>	<p>Compel response to Interrogatory 22. Furthermore, SBC’s request is nonresponsive because SBC refused to provide the requested average time. It is not possible that when a number of data points exist (as SBC concedes by stating that they range from 2 to 25 days) that an “average” of those data points does not exist.</p> <p>Moreover, the information given in response to Interrogatory 22 was, as discussed above, not responsive to that Interrogatory, and it is even less responsive to Interrogatory 24. The response to Interrogatory 22 stated only that one narrow category of information was not available to SBC’s customer service representatives. Interrogatory 24 asks about other specific categories of information available to those representatives.</p>	<p>simply asks whether the Agreement should require SBC Illinois to provide nondiscriminatory information to OSS information, and the only disputed contract language relating to this issue (General Terms and Conditions section 3.1.9) simply concerns whether SBC Illinois will be required to make available to UCS on CSRs the same information (whatever that information may be) that is available to SBC Illinois’ retail representatives. The broad information requested by the interrogatory has no bearing on the resolution of that Issue or that contract language dispute (especially since UCS is not even proposing that the interconnection agreement identify what information should appear on a CSR.)</p>	

Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position	UCS' Reply
				Average time intervals are even more patently irrelevant. Issue 16 has nothing to do with time intervals.	
25	Set forth all reasons why SBC contends it should be permitted to retain the right to unilaterally modify a contract it has entered into with UCS for resale of tariffed services by changing the underlying tariff and thereby changing the MARC, MAD, volume discount and other terms of the UCS contract and identify all Documents that support any of these reasons.	The reasons, to the extent this request is relevant, will be set forth in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and other submissions in this proceeding.	This is relevant to Issue No. 25. It is a reasonable contention interrogatory. The propriety of contention interrogatories is expressly recognized under Fed. R. Civ., P. 33(c). UCS contends that SBC should not retain the right to unilaterally modify a contract it has entered into for resale of tariffed services by changing the underlying tariff. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC's discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references "other submissions" without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.	SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to Compel.	<u>See</u> UCS Reply in Support of its Motion to Compel. UCS is willing to forego answers to its contention interrogatories, if SBC will stipulate that its testimony contains each and every reason requested, and SBC identifies the documents supporting its contention.

Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position	UCS' Reply
26	<p>Please Identify each instance in which (i) an SBC customer changed service providers to a CLEC, (ii) the SBC Customer Service Record failed to show a termination liability, and (iii) SBC sought to impose a termination liability on that end user retail customer. For each such instance, please set forth: (i) The amount of termination liability required in the contract or tariff; (ii) the amount of termination liability that SBC initially requested that the end user retail customer pay; (iii) whether, when notified of the termination liability, the end user customer made a payment of termination liability and if so, the amount; (iv) whether, when notified of the</p>	<p>SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. Notwithstanding this objection and without waiving it, SBC Illinois states that it does not have this information.</p>	<p>This is relevant to Issue Nos. 6, 18, and 25. This information pertains to Section 3.6 of the GT&C. The Commission awarded in <i>McLeodUSA Telecommunications Services, Inc., Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Illinois Bell Telephone Company (Ameritech Illinois) pursuant to Section 252(b) of the Telecommunications Act of 1996</i>, Docket No. 01-0623, at 34-38 (Jan. 16,2002) (“McLeod Arbitration Decision”) language that parallels UCS proposed Section 3.6 in the GT&C yet SBC has refused to agree to the provision. UCS seeks to show that SBC has imposed a termination liability where SBC’s CSR indicated to a CLEC that none would be charged. This information would support UCS’ argument that the Agreement must prevent SBC from doing this. Notwithstanding that, given that the factual circumstances described in the Interrogatory is the basis upon which the Commission awarded language in the McLeod Arbitration Decision consistent with UCS’ proposed Section 3.6, UCS is surprised that SBC does not have</p>	<p>SBC Illinois has responded to this interrogatory by stating it does not have the requested information. It is neither here nor there that UCS is, as UCS states, “surprised that SBC does not have this information.”</p>	

Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position	UCS' Reply
	<p>termination liability, the end user determined to return to SBC, and (v) the number of days between SBC's receipt of notice that the end user was switching its service from SBC to a CLEC and the end user's receipt of notice from SBC of the termination liability.</p>		<p>this information.</p>		
27	<p>Set forth all reasons why SBC contends that if SBC's Customer Service Records incorrectly show no termination liability, and the end user relies upon that information in choosing to switch its service to UCS, the end user should nevertheless be required to pay the termination liability, and should be denied the option of switching back to SBC at no cost, and Identify all Documents that support any of these</p>	<p>The reasons, to the extent this request is relevant, will be set forth in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and other submissions in this proceeding.</p>	<p>This is relevant to Issue No. 6. It is a reasonable contention interrogatory. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC's discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested, including but not limited to an identification of all documents that support SBC's position. SBC also vaguely references "other submissions" without stating what those</p>	<p>SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to Compel.</p>	<p><u>See</u> UCS Reply in Support of its Motion to Compel. UCS is willing to forego answers to its contention interrogatories, if SBC will stipulate that its testimony contains each and every reason requested, and SBC identifies the documents supporting its contention.</p>

Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position	UCS' Reply
	reasons.		submissions are and when the information will be provided. This is not an adequate or proper response.		
34	For each interconnection agreement that SBC has entered into with a CLEC since February 8, 1996 that has a term longer than one year, identify the agreement and provide the following information: (i) the name of the CLEC; (ii) the effective date of the agreement; (iii) the term of the agreement; (iv) whether the agreement was adopted by negotiation, arbitration or pursuant to 47 U.S.C. §252(i); (v) all problems SBC has experienced as the result of the agreement having a term longer than one year; and (vi) with respect to all problems identified	SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. Notwithstanding and without waiving this objection, interconnection agreements between SBC Illinois and other carriers are publicly available documents that UCS is able to obtain for itself. Agreements can be found at the ICC website, www.icc.state.il.us. SBC Illinois also objects to producing these documents on that basis.	This is relevant to Issue No. 19. UCS limits this motion to the information called for in subsections (i) through (iv). UCS presumes that this information is readily available to SBC, likely in a single document. On the other hand, it is overly burdensome for UCS to review the ICC website for filed interconnection agreements (as opposed to amendments), download those documents through the multiple files presented on the ICC website, and then review them all. Moreover, not all agreements are available on e-docket. In addition, the information called for in subparagraph (iv) might not be available on the ICC website for all agreements and would require UCS to review all Petitions for Approval that have been filed with each agreement.	Now that UCS has made the scope of this interrogatory manageable by saying it will forego (v) and (vi), SBC Illinois is willing to respond to this interrogatory (pursuant to an agreement or a ruling that requires SBC Illinois to respond only to certain specified interrogatories, data requests, and requests for admission) by producing to UCS a single document that contains as much of the information in (i) through (iv) as SBC Illinois maintains.	

Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position	UCS' Reply
	<p>in subparagraph (vii), above, what steps (if any) SBC took to utilize an “intervening law,” “applicable law,” or “change of law” provision to mitigate the problem and the success of those steps.</p>				
35	<p>Set forth all reasons why SBC contends that its interconnection agreement with UCS should not have a term longer than one year and Identify all Documents that support any of these reasons.</p>	<p>The reasons, to the extent this request is relevant, will be set forth in SBC Illinois’ forthcoming Response to UCS’ Petition for Arbitration and in SBC Illinois’ testimony and other submissions in this proceeding.</p>	<p>This is relevant to Issue No. 19. UCS seeks a three-year term, whereas SBC seeks to limit the Agreement to one year. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC’s discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references “other submissions” without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.</p>	<p>SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois’ Response to Motion to Compel.</p>	<p><u>See</u> UCS Reply in Support of its Motion to Compel. UCS is willing to forego answers to its contention interrogatories, if SBC will stipulate that its testimony contains each and every reason requested, and SBC identifies the documents supporting its contention.</p>
36	<p>Please Identify all</p>	<p>SBC Illinois objects to</p>	<p>This is relevant to Issue Nos. 5</p>	<p>To the extent that SBC</p>	

Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position	UCS' Reply
	<p>tariff offerings for which SBC requires or has required a customer to sign a separate agreement acknowledging or confirming a tariff order (a “separate agreement”) and Identify all Documents relating to the effect, purpose or utility of requiring customers to enter into such separate agreements.</p>	<p>this data request on the basis that it is vague, overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding these objections and without waiving them, SBC Illinois states that services sold at tariff rates and tariff terms and conditions would be done via a tariff Confirmation of Service Order.</p>	<p>and 20. UCS seeks the information called for in this Interrogatory to show that SBC does require service agreements for all offerings that have a term commitment and that a service agreement is an integral component of the overall contractual relationship. Information responsive to this request is also responsive as to what benefits or rights the separate agreement confers on the end user, including, <u>inter alia</u>, providing firm rates during the term of that agreement.</p> <p>The partial response given by SBC is non-responsive. Further, SBC’s Response is disingenuous as it obviously has in its possession the form documents it requires end users to sign when purchasing a tariffed offering, which will identify the tariff offerings so requested.</p>	<p>Illinois has form documents of the sort that UCS describes, SBC Illinois is willing to respond to this interrogatory by producing those documents (pursuant to an agreement or a ruling that requires SBC Illinois to respond only to certain specified interrogatories, data requests, and requests for admission).</p>	
37	<p>Please Identify all promotions, including the specific rates, terms and conditions of such promotions, and the form and timing of the notice of the promotion (if any) provided to resellers.</p>	<p>SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this request on the grounds that the information is publicly available. Notwithstanding these</p>	<p>This is relevant to Issue No. 11. UCS seeks the information called for in this Interrogatory to show how SBC categorizes all promotions (whether short term or long term) and when notice has and has not been provided. UCS has received several different responses as to when it can resell a promotion and when it cannot—this will provide</p>	<p>SBC Illinois has fully responded to this interrogatory. To the extent that the interrogatory intends to request a specific enumeration of each promotion, including its rates, terms and conditions, the interrogatory is plainly</p>	<p>It is impossible to evaluate SBC’s burdensomeness objection without knowing how many promotions are at issue. SBC has not given any meaningful response, because it has not said whether it includes promotions with benefits that extend for more than 90 days within the phrase “promotion that is larger than 90 days.”</p>

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		<p>objections and without waiving them, SBC Illinois states that any promotion that is longer than 90 days that involves a telecommunications service, and that otherwise is required to be resold under Section 251(c)(4) of the Telecommunications Act of 1996 is offered by SBC Illinois for resale. An Accessible Letter outlining the promotion offer is distributed at least 45 days prior to the tariff effective date.</p>	<p>insight as to what promotions SBC believes are required to be notified to CLECs and made available for resale. This information will also identify those promotions that should have been made available for resale but were not.</p> <p>UCS believes that the last sentence of SBC's response is improper. (i) it simply avoids the question, because, among other things, promotions that confer benefits that last longer than 90 days are also "long term promotions," and (ii) it does not allow UCS or the Commission to determine whether SBC's characterization of offerings as "short term" is consistent with applicable law. UCS' experience on at least one promotion (i.e., the ISDN "fire sale" discussed in UCS' testimony) substantiates UCS' concern.</p>	<p>unduly burdensome. In addition, such information is irrelevant, because Issue No. 11 has been resolved.</p>	
38	<p>Please Identify all instances in which a CLEC resold an ICB to an Illinois retail end user, and describe, with respect to each instance, how the CLEC became aware of the ICB (if SBC</p>	<p>SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. Notwithstanding this objection, SBC Illinois states that it does not have this information.</p>	<p>This is relevant to Issue No. 2. UCS questions whether SBC indeed does not have the requested information regarding resale of ICBs. SBC represented to UCS during negotiations that §13-509 provided substantive rights to CLECs to receive notice of ICBs and to resell ICBs. §13-509 has been in</p>	<p>SBC Illinois has responded to this interrogatory by stating that it does not have the requested information.</p>	

Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position	UCS' Reply
	<p>has this knowledge) how the CLEC ordered the ICB from SBC, and the role that Section 5/13-509 of the Illinois Public Utilities Act, 220 ILCS 5/1-101 <i>et seq.</i> (the "PUA") played in the transaction.</p>		<p>effect since June 30, 2003;SBC's contention that the request is unduly burdensome is tenuous at best. In addition, during negotiations SBC represented that §13-509 was an "existing process" so UCS assumes, based on that representation, that other CLECs have reviewed ICBs via §13-509 or placed an order for a resold ICB premised on §13-509. This information is relevant to determining whether the process suggested by SBC has been used and is viable.</p>		
39	<p>Please Identify all ICBs that have been assumed by a CLEC for resale to the same end user that was previously receiving service from SBC under the ICB in Illinois and describe whether these ICBs were resold using section 5/13-509 of the PUA or some other process, and describe the applicable process.</p>	<p>SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.</p>	<p>This is relevant to Issue No. 2. See UCS' Rationale for Motion to Compel response to Interrogatory 38. This inquiry addresses ICBs that have been assumed, which SBC also represented was an "existing process". This information is relevant to determine whether the process suggested by SBC has been used and is viable.</p>	<p>This interrogatory is unduly burdensome on its face. In addition, UCS' relevance argument fails, because SBC Illinois has agreed to make the ICBs available via website, which is what UCS wanted and which SBC has not previously done. Thus, it makes no difference what "other process" may have been used in the past to resell ICBs. A description of other processes cannot possibly shed light on the viability of the web-based process</p>	

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				SBC Illinois has agreed to make available.	
40	Set forth all reasons why SBC opposes defining a “Similarly Situated End User” as “an End User or an aggregation of End Users able to comply with the volume commitment, termination liability, contract term and, if applicable, any Material Condition(s) of such ICB, in each case as expressly stated in the ICB contract,” and identify all Documents that support SBC’s position.	The reasons, to the extent this request is relevant, will be set forth in SBC Illinois’ forthcoming Response to UCS’ Petition for Arbitration and in SBC Illinois’ testimony and other submissions in this proceeding.	This is relevant to Issue No. 4. It is a reasonable contention interrogatory. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC’s discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references “other submissions” without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.	SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois’ Response to Motion to Compel.	<u>See</u> UCS Reply in Support of its Motion to Compel. UCS is willing to forego answers to its contention interrogatories, if SBC will stipulate that its testimony contains each and every reason requested, and SBC identifies the documents supporting its contention.
41	Set forth all reasons why SBC should not be required to provide UCS and other CLECs with notice of new and existing ICBs, access to the terms and rates of SBC’s ICBs, and an ordering process for ICBs,	The reasons, to the extent this request is relevant, will be set forth in SBC Illinois’ forthcoming Response to UCS’ Petition for Arbitration and in SBC Illinois’ testimony and other submissions in this proceeding.	This is relevant to Issue No. 1. It is a reasonable contention interrogatory. SBC refused to agree to any terms and conditions in the Appendix Resale that apply to ICBs. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are	SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois’ Response to Motion to Compel.	<u>See</u> UCS Reply in Support of its Motion to Compel. UCS is willing to forego answers to its contention interrogatories, if SBC will stipulate that its testimony contains each and every reason requested, and SBC identifies the documents supporting its contention.

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	and Identify all Documents that support SBC's position.		not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC's discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references "other submissions" without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.		
42	Set forth all reasons SBC believes that it may wait longer than 10 days after it enters into a new ICB to inform CLECs of the terms and rates in the ICB, and Identify any Document, which supports SCB's position.	The reasons, to the extent this request is relevant, will be set forth in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and other submissions in this proceeding.	<p>This is relevant to Issue No. 2. It is a reasonable contention interrogatory. SBC's CLEC Handbook provides some insight as to how SBC processes Confirmation of Service Orders and other Service Agreements—the retail end user signs a contract and returns it to the Contract Management Group ("CMG"). CMG gets approval for the contract, has it signed and then sends the original back to the end user. This Interrogatory will help answer the question of why SBC claims that it cannot redact a contract for which it has an electronic version and put it on a Website within 10 days of SBC's signature.</p> <p>Furthermore, SBC improperly</p>	SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to Compel.	<u>See</u> UCS Reply in Support of its Motion to Compel. UCS is willing to forego answers to its contention interrogatories, if SBC will stipulate that its testimony contains each and every reason requested, and SBC identifies the documents supporting its contention.

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			<p>states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC's discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references "other submissions" without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.</p>		
43	<p>Set forth any restrictions which limit UCS' resale of an ICB to a certain time period after SBC has entered into that ICB with it's end user, the reasons for the length of time the limitation, and Identify any Documents which support those reasons.</p>	<p>The reasons, to the extent this request is relevant, will be set forth in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and other submissions in this proceeding.</p>	<p>This is relevant to Issue Nos. 1, 2 and 4. It is a reasonable contention interrogatory. This Interrogatory will enable UCS to determine whether any restriction proposed by SBC on the resale of ICBs is reasonable and narrowly tailored.</p> <p>This Interrogatory speaks directly to whether any restriction proposed by SBC on the resale of ICBs is reasonable and narrowly tailored. In addition, case law holds that it is unreasonable to create a blanket exemption on the resale of ICBs premised on a date. <i>See AT&T</i></p>	<p>SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to Compel.</p>	<p><u>See</u> UCS Reply in Support of its Motion to Compel. UCS is willing to forego answers to its contention interrogatories, if SBC will stipulate that its testimony contains each and every reason requested, and SBC identifies the documents supporting its contention.</p>

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			<p><i>Comms. Of Southern States, Inc. v. BellSouth Telecomms. Inc.</i>, 7 F. Supp. 2d 661, 671 (E.D. N.C. 1998). (“<i>AT&T Southern States</i>”).</p> <p>UCS needs to know why SBC believes that the case law does not control and all other bases for SBC’s contention.</p> <p>Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC’s discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references “other submissions” without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.</p>		

Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position	UCS' Reply
44	State whether SBC contends that UCS should be allowed to resell ICBs SBC has entered into prior to the date of its interconnection agreement with UCS, Identify any Documents, which support SBC's contention.	SBC Illinois objects to this request on the basis that it is vague and ambiguous. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	This is relevant to Issue Nos. 1, 2 and 4. <i>See</i> Rationale for Moving to Compel responses to Interrogatory No. 43. It is a reasonable contention interrogatory. This Interrogatory speaks directly to whether any restriction proposed by SBC on the resale of ICBs is reasonable and narrowly tailored. If SBC believes the Interrogatory is vague and ambiguous, it must identify the perceived vagueness and ambiguity.	SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to Compel.	<u>See</u> UCS Reply in Support of its Motion to Compel. UCS is willing to forego answers to its contention interrogatories, if SBC will stipulate that its testimony contains each and every reason requested, and SBC identifies the documents supporting its contention.
45	State whether SBC contends that it is required to permit CLECs to resell ICBs at a wholesale discount rate to new end users, and if so, what that discount rate should be, and Identify all Documents that support SBC's position.	SBC Illinois contents that is required to permit CLECs to resell ICBs when such ICBs contain telecommunications services and are otherwise required to be resold under section 251(c)(4) of the Telecommunications Act of 1996. The rate of the discount will be addressed in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and other submissions in this proceeding.	This is relevant to Issue Nos. 1-4. It is a reasonable contention interrogatory. As set forth in UCS' testimony, numerous state public utility commissions have determined that the wholesale discount for ICBs should be the same as the discount for tariffed offerings; UCS needs to know SBC's basis for claiming these commissions are wrong. SBC also does not answer whether it is required to allow CLECs to resell ICBs to new end users. Since August 1996, when the Local Competition Order specifically mandated that ICBs are subject to the resale obligations included in section 251(c)(4) of the Act, SBC has refused to allow CLECs to resell ICBs to new end users. Instead,	SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to Compel.	<u>See</u> UCS Reply in Support of its Motion to Compel. UCS is willing to forego answers to its contention interrogatories, if SBC will stipulate that its testimony contains each and every reason requested, and SBC identifies the documents supporting its contention.

Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position	UCS' Reply
			<p>SBC has permitted CLECs to only assume ICBs and “resell” such assumed ICBs to the same end user. SBC has accomplished this subterfuge by representing that it will comply with its resale obligations of the Act but then placing unreasonable restrictions on the resale of ICBs, such as stating that a similarly situated end user is the same end user, which restriction has been found to be unreasonable. See <i>AT&T Southern States</i> at 673-674 (striking down as invalid BellSouth’s attempts to limit resale of CSAs to the original end user to the ICB).</p> <p>Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC’s discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references “other submissions” without stating what those submissions are and when the information will be provided. This is not an</p>		

Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position	UCS' Reply
			adequate or proper response.		
46	Set forth all reasons why SBC should not be required to disclose ICBs, which it entered into in the period (i) 90 days prior to the date of its interconnection agreement with UCS, or (ii) for the period after August 8, 1996.	The reasons, to the extent this request is relevant, will be set forth in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and other submissions in this proceeding.	This is relevant to Issue Nos. 1, 2 and 4. <i>See</i> Rationale for Moving to Compel responses to Interrogatory No. 45. It is a reasonable contention interrogatory. This inquiry also specifically addresses SBC's proposal on "staleness"; i.e., that SBC need not make available ICBs that were executed prior to a specific date. UCS does not agree with SBC's position in this regard and believes it is inconsistent with various precedent, including but not limited to <i>AT&T Southern States</i> . Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC's discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references "other submissions" without stating what those submissions are and when the information will be provided. This is not an adequate or proper	SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to Compel.	<u>See</u> UCS Reply in Support of its Motion to Compel. UCS is willing to forego answers to its contention interrogatories, if SBC will stipulate that its testimony contains each and every reason requested, and SBC identifies the documents supporting its contention.

Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position	UCS' Reply
			response.		
47	Set forth all reasons why SBC contends that the definition of "Resale Services" in the Agreement should not include ICBs and Identify all Documents that support SBC's position.	The reasons, to the extent this request is relevant, will be set forth in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and other submissions in this proceeding.	This is relevant to Issue No. 1. It is a reasonable contention interrogatory. SBC has not provided UCS its position on the contested issue such that UCS could address SBC's rationale in its petition or testimony. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC's discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references "other submissions" without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.	SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to Compel.	<u>See</u> UCS Reply in Support of its Motion to Compel. UCS is willing to forego answers to its contention interrogatories, if SBC will stipulate that its testimony contains each and every reason requested, and SBC identifies the documents supporting its contention.
48	Set forth all reasons why SBC contends that the Interconnection Agreement should not include a defined term "Service Agreement" to	The reasons, to the extent this request is relevant, will be set forth in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and	This is relevant to Issue No. 5. It is a reasonable contention interrogatory. SBC has not provided UCS its position on the contested issue such that UCS could address SBC's rationale in its petition or testimony. Furthermore, SBC improperly	SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to	<u>See</u> UCS Reply in Support of its Motion to Compel. UCS is willing to forego answers to its contention interrogatories, if SBC will stipulate that its testimony contains each and every reason requested, and SBC identifies the documents supporting its contention.

Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position	UCS' Reply
	<p>identify the agreement SBC requires UCS to enter when UCS purchases a volume and term offering under the Resale Tariff and Identify all Documents that support SBC's position.</p>	<p>other submissions in this proceeding.</p>	<p>states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC's discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references "other submissions" without stating what those submissions are and when the information will be provided. This is not an adequate or proper response .</p>	<p>Compel.</p>	
<p>49</p>	<p>Set forth all reasons why SBC contends that the exceptions to the limitation on liability provisions ordered in SBC's arbitration with AT&T in 2003 should not be included in the Interconnection Agreement and Identify all Documents that support SBC's position.</p>	<p>The reasons, to the extent this request is relevant, will be set forth in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and other submissions in this proceeding.</p>	<p>This is relevant to Issue Nos. 8, 25 and 29. It is a reasonable contention interrogatory. SBC has not provided UCS its position on the contested issue such that UCS could address SBC's rationale in its petition or testimony. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC's discovery responses prior to filing its</p>	<p>SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to Compel.</p>	<p>See UCS Reply in Support of its Motion to Compel. UCS is willing to forego answers to its contention interrogatories, if SBC will stipulate that its testimony contains each and every reason requested, and SBC identifies the documents supporting its contention.</p>

Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position	UCS' Reply
			<p>testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references "other submissions" without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.</p>		
50	<p>Set forth all reasons why SBC contends that the Agreement should not include language that provides that SBC may not impose restrictions on resale unless and until such restrictions have been deemed reasonable by the Commission as provided in FCC rules 51.605(e) and 51.613(b) and identify all Documents that support SBC's position.</p>	<p>The reasons, to the extent this request is relevant, will be set forth in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and other submissions in this proceeding.</p>	<p>This is relevant to Issue No. 9. It is a reasonable contention interrogatory. SBC has not provided UCS its position on the contested issue such that UCS could address SBC's rationale in its petition or testimony. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC's discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references "other submissions" without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.</p>	<p>SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to Compel.</p>	<p>See UCS Reply in Support of its Motion to Compel. UCS is willing to forego answers to its contention interrogatories, if SBC will stipulate that its testimony contains each and every reason requested, and SBC identifies the documents supporting its contention.</p>

Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position	UCS' Reply
51	Set forth all reasons why SBC contends that UCS may not aggregate business customers for the purpose of meeting volume or usage requirements contained in an SBC volume-term service offering or ICB and reselling such services, and Identify all Documents that support SBC's position.	The reasons, to the extent this request is relevant, will be set forth in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and other submissions in this proceeding.	This is relevant to Issue No. 10. It is a reasonable contention interrogatory. SBC has not provided UCS its position on the contested issue such that UCS could address SBC's rationale in its petition or testimony. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC's discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references "other submissions" without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.	SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to Compel.	<u>See</u> UCS Reply in Support of its Motion to Compel. UCS is willing to forego answers to its contention interrogatories, if SBC will stipulate that its testimony contains each and every reason requested, and SBC identifies the documents supporting its contention.
52	Set forth all reasons why, and all Documents that support SBC's contention that, the term "Long Term Promotions," and the requirements imposed by the Act	SBC Illinois objects to this data request on the basis that it is vague and ambiguous. Notwithstanding this objection and without waiving it, SBC Illinois' position on the matter of long term	This is relevant to Issue No. 11. If SBC believes the Interrogatory is vague and ambiguous, it must identify the perceived vagueness and ambiguity, which it has not done, either in its objection or in response to UCS' request that the parties discuss SBC's	SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to Compel. In addition,	<u>See</u> UCS Reply in Support of its Motion to Compel. UCS is willing to forego answers to its contention interrogatories, if SBC will stipulate that its testimony contains each and every reason requested, and SBC identifies the documents supporting its contention.

Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position	UCS' Reply
	<p>with respect to Long Term Promotions should not extend to offerings that grant any benefit on an end user, or make available any term or feature to an end user, for a period of time that exceeds 90 days.</p>	<p>promotions, to the extent relevant to this proceeding, will be set forth in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and other submissions in this proceeding.</p>	<p>objections one-by-one. It is a reasonable contention interrogatory. SBC has not provided UCS its position on the contested issue such that UCS could address SBC's rationale in its petition or testimony. Moreover, to the extent SBC has provided information, that information has been contradictory. For example, on the "ISDN fire sale," SBC said the promotion was not resellable because the promotion itself lasted less than 90 days. The benefit of that promotion, however, extended beyond the 90 days to a three-year term.</p> <p>Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC's discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references "other submissions" without stating what those submissions are and when the information will be provided. This is not an</p>	<p>Issue No. 11 has been resolved.</p>	

Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position	UCS' Reply
			adequate or proper response.		
54	Set forth all reasons why SBC contends that a MAD (or similar term that limits the effective discount UCS may receive when purchasing a volume discount service) that SBC seeks to impose on the highest revenue tier of certain of its volume discount offerings is a reasonable restriction on resale pursuant to 47 CFR § 51.605(e) and does not violate sections 13-514 and 9-250 of the PUA and identify all Documents that support SBC's position.	The reasons, to the extent this request is relevant, will be set forth in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and other submissions in this proceeding.	This is relevant to Issue No. 12. It is a reasonable contention interrogatory. SBC has not provided UCS its position on the contested issue such that UCS could address SBC's rationale in its petition or testimony. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC's discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references "other submissions" without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.	SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to Compel.	<u>See</u> UCS Reply in Support of its Motion to Compel. UCS is willing to forego answers to its contention interrogatories, if SBC will stipulate that its testimony contains each and every reason requested, and SBC identifies the documents supporting its contention.

Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position	UCS' Reply
55	<p>State whether SBC contends that UCS is entitled to the same discount that SBC provides to its retail end users when UCS purchases a volume-based discount tariff offering from SBC for resale, set forth all reasons for such contention and Identify all Documents that support SBC's position.</p>	<p>SBC Illinois does/does not contend that UCS is entitled to the same discount that SBC provides to its retail end users when UCS purchases a volume-based discount tariff offering from SBC for resale. The reasons, to the extent this request is relevant, will be set forth in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and other submissions in this proceeding.</p>	<p>This is relevant to Issue No. 13. It is a reasonable contention interrogatory. SBC has not provided UCS its position on the contested issue such that UCS could address SBC's rationale in its petition or testimony. In stating "SBC Illinois does/does not contend . . ." SBC's response to this Interrogatory does nothing to clarify issues; rather it confuses them. SBC declined UCS' request that the parties discuss SBC's responses one-by-one, thus denying UCS the opportunity to get some clarification about SBC's highly confusing use of "does/does not" in its response.</p> <p>Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC's discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references "other submissions" without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.</p>	<p>SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to Compel.</p>	<p><u>See</u> UCS Reply in Support of its Motion to Compel. UCS is willing to forego answers to its contention interrogatories, if SBC will stipulate that its testimony contains each and every reason requested, and SBC identifies the documents supporting its contention.</p>

Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position	UCS' Reply
56	Set forth all reasons why SBC contends that a limitation on the number of business locations SBC imposes on certain of its volume-based discount offerings is not an unreasonable restriction on resale pursuant to 47 CFR § 51.605(e), and is not anti-competitive and unreasonable pursuant to sections 13-514 and 9-250 of the PUA, and Identify all Documents that support SBC's position.	The reasons, to the extent this request is relevant, will be set forth in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and other submissions in this proceeding.	This is relevant to Issue No. 14. It is a reasonable contention interrogatory. During negotiations, SBC stated that it was unaware of any billing or other technical limitation that gave rise to the business location restriction. UCS needs to understand why SBC nevertheless believes such a restriction is reasonable. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC's discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references "other submissions" without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.	SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to Compel.	<u>See</u> UCS Reply in Support of its Motion to Compel. UCS is willing to forego answers to its contention interrogatories, if SBC will stipulate that its testimony contains each and every reason requested, and SBC identifies the documents supporting its contention.
57	Set forth all reasons why SBC contends that the eligibility requirements of SBC's "Save" and "Winback" volume	The reasons, to the extent this request is relevant, will be set forth in SBC Illinois' forthcoming Response to UCS' Petition for	This is relevant to Issue No. 15. It is a reasonable contention interrogatory. SBC has not provided UCS its position on the contested issue such that UCS could address SBC's rationale in	SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp.	<u>See</u> UCS Reply in Support of its Motion to Compel. UCS is willing to forego answers to its contention interrogatories, if SBC will stipulate that its testimony contains each and every reason requested, and SBC identifies the documents supporting its contention.

Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position	UCS' Reply
	discount offerings are not unreasonable restrictions on resale and an impermissible class restriction pursuant to 47 CFR § 51.605(e), and Identify all Documents that support SBC's position.	Arbitration and in SBC Illinois' testimony and other submissions in this proceeding.	its petition or testimony. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC's discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references "other submissions" without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.	9-11 of SBC Illinois' Response to Motion to Compel.	
58	Set forth all reasons why SBC contends that SBC is not required to provide nondiscriminatory access to all information concerning Customer Service Records, ICBs and retail services that is available to SBC's employees and representatives through SBC's OSS, and Identify all	The reasons, to the extent this request is relevant, will be set forth in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and other submissions in this proceeding.	This is relevant to Issue Nos. 16 and 18. It is a reasonable contention interrogatory, particularly when SBC has not provided UCS its position on the contested issue such that UCS could address SBC's rationale in its petition or testimony. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because	SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to Compel.	<u>See</u> UCS Reply in Support of its Motion to Compel. UCS is willing to forego answers to its contention interrogatories, if SBC will stipulate that its testimony contains each and every reason requested, and SBC identifies the documents supporting its contention.

Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position	UCS' Reply
	Documents that support SBC's position.		UCS is entitled to receive SBC's discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references "other submissions" without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.		
59	Set forth all reasons why SBC contends that SBC's retail organization(s) should be able, as a result of a request by UCS for a calculation of termination charges on behalf of an end user to contact that end user and engage in "save," "winback," and other efforts with respect to that end user and Identify all Documents that support SBC's position.	The reasons, to the extent this request is relevant, will be set forth in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and other submissions in this proceeding.	<p>This is relevant to Issue Nos. 17 and 18. It is a reasonable contention interrogatory. During negotiations, SBC stated that it should have the right to use any inquiry by a CLEC for a calculation of termination charges as a basis to contact the end user. UCS believes that this position is contrary to the intent of the ruling requiring SBC to respond to termination liability inquiries and violates Section 222 of the Act. SBC has not provided UCS its position on the contested issue such that UCS could address SBC's rationale in its petition or testimony. UCS is entitled to know how SBC supports its position.</p> <p>Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for</p>	SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to Compel.	<u>See</u> UCS Reply in Support of its Motion to Compel. UCS is willing to forego answers to its contention interrogatories, if SBC will stipulate that its testimony contains each and every reason requested, and SBC identifies the documents supporting its contention.

Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position	UCS' Reply
			<p>Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC's discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references "other submissions" without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.</p>		
60	<p>Set forth all reasons why SBC contends that SBC should not be required to make available to UCS or UCS' agent termination penalty calculations for all retail services provided by SBC and its affiliates for which they may impose termination liability upon an SBC end user, and identify all Documents that support SBC's position.</p>	<p>The reasons, to the extent this request is relevant, will be set forth in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and other submissions in this proceeding.</p>	<p>This is relevant to Issue No. 18. It is a reasonable contention interrogatory, particularly when SBC has not provided UCS its position on the contested issue such that UCS could address SBC's rationale in its petition or testimony. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC's discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information</p>	<p>SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to Compel.</p>	<p>See UCS Reply in Support of its Motion to Compel. UCS is willing to forego answers to its contention interrogatories, if SBC will stipulate that its testimony contains each and every reason requested, and SBC identifies the documents supporting its contention.</p>

Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position	UCS' Reply
			requested. SBC also vaguely references "other submissions" without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.		
61	Set forth all reasons why SBC contends that the term of a Service Agreement executed during the term of the parties' interconnection agreement should automatically terminate with the interconnection agreement and Identify all Documents that support SBC's position.	The reasons, to the extent this request is relevant, will be set forth in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and other submissions in this proceeding.	This is relevant to Issue No. 20. It is a reasonable contention interrogatory, particularly when SBC has not provided UCS its position on the contested issue such that UCS could address SBC's rationale in its petition or testimony. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC's discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references "other submissions" without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.	SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to Compel.	<u>See</u> UCS Reply in Support of its Motion to Compel. UCS is willing to forego answers to its contention interrogatories, if SBC will stipulate that its testimony contains each and every reason requested, and SBC identifies the documents supporting its contention.
62	Set forth all reasons	The reasons, to the	This is relevant to Issue No. 21.	SBC Illinois should	<u>See</u> UCS Reply in Support of its Motion to Compel. UCS

Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position	UCS' Reply
	<p>why SBC contends that SBC should be exempted from liability when consumer fraud occurs, in situations where SBC has failed to implement Alternate Billing Service (“ABS”) that was ordered by UCS on a given end user account and Identify all Documents that support SBC’s position.</p>	<p>extent this request is relevant, will be set forth in SBC Illinois’ forthcoming Response to UCS’ Petition for Arbitration and in SBC Illinois’ testimony and other submissions in this proceeding.</p>	<p>It is a reasonable contention interrogatory, particularly when SBC has not provided UCS its position on the contested issue such that UCS could address SBC’s rationale in its petition or testimony. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC’s discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references “other submissions” without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.</p>	<p>not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois’ Response to Motion to Compel.</p>	<p>is willing to forego answers to its contention interrogatories, if SBC will stipulate that its testimony contains each and every reason requested, and SBC identifies the documents supporting its contention.</p>
63	<p>Set forth all reasons why SBC contends that UCS should be required to irrevocably waive its right to dispute charges if UCS does not provide all of the detailed information required by SBC</p>	<p>The reasons, to the extent this request is relevant, will be set forth in SBC Illinois’ forthcoming Response to UCS’ Petition for Arbitration and in SBC Illinois’ testimony and other submissions in this proceeding.</p>	<p>This is relevant to Issue No. 22. It is a reasonable contention interrogatory, particularly when SBC has not provided UCS its position on the contested issue such that UCS could address SBC’s rationale in its petition or testimony. Furthermore, SBC improperly states that certain information will be set forth in</p>	<p>SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois’ Response to Motion to Compel. In addition, Issue No. 22 has been</p>	<p><u>See</u> UCS Reply in Support of its Motion to Compel. UCS is willing to forego answers to its contention interrogatories, if SBC will stipulate that its testimony contains each and every reason requested, and SBC identifies the documents supporting its contention.</p>

Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position	UCS' Reply
	<p>within 29 calendar days of the bill due date. Set forth all reasons why SBC contends SBC should have the right to backbill charges for up to 12 months, and Identify all Documents that support SBC's position.</p>		<p>testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC's discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references "other submissions" without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.</p>	<p>resolved.</p>	
64	<p>Set forth all reasons why SBC contends that UCS should not be reimbursed for the cost of an independent auditor to conduct audits under the Agreement if SBC has refused UCS to use its own employees, and such audit has found a billing discrepancy of more than 5% in UCS' favor, and Identify all Documents that support SBC's position.</p>	<p>The reasons, to the extent this request is relevant, will be set forth in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and other submissions in this proceeding.</p>	<p>This is relevant to Issue No. 23. It is a reasonable contention interrogatory, particularly when SBC has not provided UCS its position on the contested issue such that UCS could address SBC's rationale in its petition or testimony. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC's discovery responses prior to filing its testimony. Regardless, SBC has</p>	<p>SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to Compel.</p>	<p>See UCS Reply in Support of its Motion to Compel. UCS is willing to forego answers to its contention interrogatories, if SBC will stipulate that its testimony contains each and every reason requested, and SBC identifies the documents supporting its contention.</p>

Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position	UCS' Reply
			<p>not committed to providing in its testimony all the information requested. SBC also vaguely references "other submissions" without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.</p>		
65	<p>Set forth all reasons why SBC contends that the Intervening Law provision (presently SBC proposed language at 13.1 of the General Terms and Conditions; See Exhibit C to Arbitration Petition filed herewith) should include references to orders and decisions that bear no relation to the Resale Services that UCS seeks to purchase under this Agreement, such as orders and decisions pertaining to unbundled network elements and facilities-based competition, and should not reflect the "Change of Law"</p>	<p>The reasons, to the extent this request is relevant, will be set forth in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and other submissions in this proceeding.</p>	<p>This is relevant to Issue No. 24. SBC has not provided UCS its position on the contested issue such that UCS could address SBC's rationale in its petition or testimony. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC's discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references "other submissions" without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.</p>	<p>SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to Compel.</p>	<p>See UCS Reply in Support of its Motion to Compel. UCS is willing to forego answers to its contention interrogatories, if SBC will stipulate that its testimony contains each and every reason requested, and SBC identifies the documents supporting its contention.</p>

Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position	UCS' Reply
	provision UCS has proposed in Exhibit C to the Petition and Identify all Documents that support SBC's position.				
66	Set forth all reasons why SBC contends that SBC should be allowed to limit its indemnity obligations and UCS' indemnity rights by excluding from the agreed-upon contractual indemnity provisions that which "is otherwise controlled by tariff", and Identify all Documents that support SBC's position.	The reasons, to the extent this request is relevant, will be set forth in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and other submissions in this proceeding.	This is relevant to Issue No. 25. It is a reasonable contention interrogatory, particularly when SBC has not provided UCS its position on the contested issue such that UCS could address SBC's rationale in its petition or testimony. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC's discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references "other submissions" without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.	SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to Compel.	<u>See</u> UCS Reply in Support of its Motion to Compel. UCS is willing to forego answers to its contention interrogatories, if SBC will stipulate that its testimony contains each and every reason requested, and SBC identifies the documents supporting its contention.
67	Set forth all reasons	The reasons, to the	This is relevant to Issue No. 26.	SBC Illinois should	<u>See</u> UCS Reply in Support of its Motion to Compel. UCS

Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position	UCS' Reply
	<p>why SBC contends that SBC may expressly limit its interconnection obligations to UCS to only the terms and conditions provided in the Agreement and Identify all Documents that support SBC's position.</p>	<p>extent this request is relevant, will be set forth in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and other submissions in this proceeding.</p>	<p>It is a reasonable contention interrogatory, particularly when SBC has not provided UCS its position on the contested issue such that UCS could address SBC's rationale in its petition or testimony. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC's discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references "other submissions" without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.</p>	<p>not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to Compel.</p>	<p>is willing to forego answers to its contention interrogatories, if SBC will stipulate that its testimony contains each and every reason requested, and SBC identifies the documents supporting its contention.</p>
68	<p>Set forth all reasons why SBC contends that it should be permitted to condition its provision of a new service required by a change of law on the parties' execution of an amendment to the</p>	<p>The reasons, to the extent this request is relevant, will be set forth in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and other submissions in this proceeding.</p>	<p>This is relevant to Issue Nos. 24, 26 and 30. It is a reasonable contention interrogatory, particularly when SBC has not provided UCS its position on the contested issue such that UCS could address SBC's rationale in its petition or testimony. Furthermore, SBC improperly states that certain information</p>	<p>SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to Compel.</p>	<p><u>See</u> UCS Reply in Support of its Motion to Compel. UCS is willing to forego answers to its contention interrogatories, if SBC will stipulate that its testimony contains each and every reason requested, and SBC identifies the documents supporting its contention.</p>

Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position	UCS' Reply
	agreement.		will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC's discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references "other submissions" without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.		
69	Set forth all reasons why SBC contends that SBC may terminate the Interconnection Agreement if the Commission or another governmental entity allows another CLEC to "pick and choose" portions of the Appendix Resale, or otherwise allows another CLEC to use portions of Appendix Resale with a tariff other	The reasons, to the extent this request is relevant, will be set forth in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and other submissions in this proceeding.	This is relevant to Issue No. 27. It is a reasonable contention interrogatory, particularly when SBC has not provided UCS its position on the contested issue such that UCS could address SBC's rationale in its petition or testimony. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC's discovery responses prior to filing its testimony. Regardless, SBC has	SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to Compel.	<u>See</u> UCS Reply in Support of its Motion to Compel. UCS is willing to forego answers to its contention interrogatories, if SBC will stipulate that its testimony contains each and every reason requested, and SBC identifies the documents supporting its contention.

Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position	UCS' Reply
	than the CompleteLink Tariffs, and Identify all Documents that support SBC's position.		not committed to providing in its testimony all the information requested. SBC also vaguely references "other submissions" without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.		

Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position	UCS' Reply
70	Set forth all reasons why SBC contends that the Interconnection Agreement will terminate if the parties are not able to reach agreement on a mutually satisfactory provision to replace a severed provision and Identify all Documents that support SBC's position.	The reasons, to the extent this request is relevant, will be set forth in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and other submissions in this proceeding.	This is relevant to Issue No. 28. It is a reasonable contention interrogatory, particularly when SBC has not provided UCS its position on the contested issue such that UCS could address SBC's rationale in its petition or testimony. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC's discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references "other submissions" without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.	SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to Compel.	<u>See</u> UCS Reply in Support of its Motion to Compel. UCS is willing to forego answers to its contention interrogatories, if SBC will stipulate that its testimony contains each and every reason requested, and SBC identifies the documents supporting its contention.
72	For each retail end user and reseller that has exceeded its MAD, identify those parties that were provided new or substitute contracts or offerings prior to the natural	SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not	This is relevant to Issue Nos. 12 and 13. This Interrogatory calls for information that would show whether SBC allows the MAD to restrict its retail end users or whether, when those end users exceed the MAD, SBC agrees to take action such that the end users are freed from the	It is plain on the face of this interrogatory that it is overly broad and unduly burdensome	It is not burdensome if, as UCS believes, very few of SBC's retail end users exceed their MADs. It is impossible to evaluate SBC's burdensomeness claim without knowing this number, or at least an estimate.

Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position	UCS' Reply
	<p>expiration of the term commitment that included the original MAD.</p>	<p>relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.</p>	<p>restrictive aspects of the MAD. UCS has knowledge of SBC's ad hoc waiver of similar restrictions for end users and seeks this information to ascertain whether SBC has waived the MAD through the use of replacement contracts. UCS requests the same treatment that SBC provides to its end users on a non-discriminatory basis and UCS can only identify how SBC does treat its retail end users through SBC's response to this inquiry.</p>		

Doc. Req. No.	Document Request Text	SBC's Response	UCS Rationale for Moving to Compel	SBC Illinois Position	UCS' Reply
4	Produce all Documents that you identified or relied upon in preparing your responses to each of the Interrogatories and Requests for Admissions.	SBC Illinois objects to this request on the basis that it is overly broad and unduly burdensome.	<p>This is a standard document request that helps UCS understand the documentary basis for the statements made in SBC's responses to Interrogatories. It furthers the basic goal of discovery — to prevent surprises at the hearing.</p> <p>Moreover, SBC subverted this request by failing to identify any documents in its responses to Interrogatories, although many of those Interrogatories called for it to do so.</p> <p>All of SBC's objections based on burden are improper, because the burden is not identified, and because SBC declined UCS' invitation to discuss, on a request-by-request basis, how the request could be changed to reduce the alleged burden on SBC.</p>	It is plain on the face of this document request that it is overly broad and unduly burdensome. That objection may be mitigated, depending on the outcome of UCS' motion to compel responses to interrogatories and requests for admission.	SBC's position makes no sense; whoever answered the interrogatories and requests for admission should have this information.
5	Produce all Avoided Cost Studies, analyses and supporting Documents prepared by or on behalf of SBC or its affiliate in any state that demonstrate the avoided costs	SBC Illinois objects to this request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this request to the extent that it calls for documentation for states other than Illinois.	This is relevant to Issue No. 3. The documents called for in this Document Request go directly to what the interim avoided wholesale discount should be for the resale of ICBs to new end users and the assumption of ICBs to the same end user. With regard to documents from states other	SBC Illinois has produced the requested cost study for Illinois. Beyond that, it is plain on the face of the document request that the request is overly broad and unduly burdensome.	<u>See "UCS' Reply"</u> for Interrogatory 5. SBC relies on cost studies from other state in its testimony.

Doc. Req. No.	Document Request Text	SBC's Response	UCS Rationale for Moving to Compel	SBC Illinois Position	UCS' Reply
	associated with the resale of ICBs to new or existing customers whether or not such studies have been filed with a state commission.		than Illinois, UCS generally limited its requests to Illinois, but in certain, limited requests UCS believes that other states are relevant. Information from states other than Illinois is relevant because historically SBC generally employs the same cost studies across the five states in its Midwestern operating region and maintains that its work activities and methods and processes are the same.		
6	Produce all Documents that reflect, refer or relate to any and all discussions with an employee or agent of your company with any other person (whether such person is an SBC employee) on the subject of the appropriate discount rate for the resale of ICBs to new and existing customers.	SBC Illinois objects to this request on the basis that it is overly broad and unduly burdensome.	This is relevant to Issue No. 3. The documents called for in this Document Request go directly to what the interim avoided wholesale discount should be for the resale of ICBs.	It is plain on the face of this document request that it is overly broad and unduly burdensome.	If SC has internal non-privileged memoranda, notes, etc. regarding the appropriate ICB discount rate, those should be fair game. There is no reason to assume this would be burdensome; all of the material is likely in the same place. Undoubtedly, Mr. Cohen knows where it is.
7	Produce copies of pre-filed testimony, together with any drafts thereof, briefs and exhibits filed by	SBC Illinois objects to this request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects	This is relevant to Issue No. 3. The documents called for in this Document Request go directly to what the interim avoided wholesale discount	SBC Illinois has produced the requested testimony of Eva Stork. Beyond that, it is plain on the face of the	See UCS' Reply to Interrogatory 5 and Document Request 5.

Doc. Req. No.	Document Request Text	SBC's Response	UCS Rationale for Moving to Compel	SBC Illinois Position	UCS' Reply
	<p>or on behalf of you, together with a transcript of any proceeding, related to any proceeding in any state in which SBC operates in determination was to made regarding the avoided costs for resale by CLECs of SBC's ICBs, including but not limited to, the testimony of Eva Stork in Michigan Public Service Commission Docket No. U11831.</p>	<p>to this request to the extent that it calls for documentation for states other than Illinois. Notwithstanding these objections and without waiving them, see attached testimony of Eva Stork from MPSC Docket U-118931.</p>	<p>should be for resale of ICBs.</p> <p>As to other states, SBC repeatedly has pointed to Michigan as the definitive precedent for how Illinois and the rest of the five-state region should be treated. SBC has, of course, ignored UCS' reference to Indiana (full wholesale discount applies) and the various other states that have awarded a significantly higher discount on the resale of ICBs than that adopted by the MPSC. Finally, some of Ms. Stork's testimony is confidential and not publicly available and, notwithstanding its response, SBC has not produced the Stork testimony.</p>	<p>document request that the request is overly broad and unduly burdensome.</p>	
9	<p>Produce copies of all ICBs entered into between SBC and Illinois customers between August 8, 1996 and the date of your response.</p>	<p>SBC Illinois objects to this request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.</p>	<p>This is relevant to Issue Nos. 1, 3 and 4, among others. The nature of SBC's ICBs is central to many of the issues in this case. UCS anticipates that the documents called for in this Document Request will show that: (1) the number of ICBs SBC has entered into over the years has significantly increased, demonstrating that SBC has shifted many end users to ICBs to avoid its statutory resale obligations; (2) the nature of the ICBs in 1996</p>	<p>SBC Illinois is willing to respond to this request (from 2003 to the present, pursuant to an agreement or a ruling that requires SBC Illinois to respond only to certain specified interrogatories, data requests, and requests for admission).</p>	<p>2003 to the present is way to short a time period, for the reasons stated in UCS' Reply to Interrogatory 6. This is the single most important request UCS has made.</p>

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			<p>was more likely “custom” ICBs and over time “generic ICBs” have emerged on a more consistent basis; (3) the ICBs will not contain all of the unreasonable restrictions SBC has incorporated into its tariff offerings over the years to stifle resale and the competitive use of those offerings, which will also provide information relevant to what is a reasonable and nondiscriminatory restriction on resale pursuant to 47 CFR §51.613(b); (4) ICBs are made available to end users without regard to any Material Conditions or other justifications, which is relevant to reconciling the parties’ positions relative to the rebuttable presumption that all ICBs be deemed generic ICBs and the definition of a Similarly Situated End User and (5) ICBs that have been entered into prior to the date of the parties’ agreement are not “stale” and any contention to the contrary imposes an unreasonable and discriminatory restriction on resale. The documents will also show how SBC uses ICBs to avoid having to compete on a level playing field with</p>		

Doc. Req. No.	Document Request Text	SBC's Response	UCS Rationale for Moving to Compel	SBC Illinois Position	UCS' Reply
			CLECs, and therefore, they may be relevant to determining whether UCS is entitled to many of the other protections it has requested in the Petition.		
11	Produce all Documents relating to the questions of whether CLECs are or should be required to enter into Service Agreements before being permitted to purchase Resale Services.	SBC Illinois objects to this request on the basis that it is overly broad and unduly burdensome.	This is relevant to Issue Nos. 5 and 20. The documents called for in this Document Request are relevant to determine if SBC requires Service Agreements to which SBC can hold CLECs to the terms of the agreement. SBC has, at times, denied knowing whether these agreements exist, but UCS believes that SBC insists upon them. This issue needs to be resolved, because it impacts other issues.	It is plain on the face of this document request that it is overly broad and unduly burdensome.	
12	Produce all Resale Agreements (including all interconnection agreements that include an Appendix Resale) that SBC has entered into after January 1, 2001 for services to be provided in Illinois.	SBC Illinois objects to this request on the basis that it is overly broad and unduly burdensome. Notwithstanding this objection and without waiving it, SBC Illinois states that interconnection agreements between SBC Illinois and other carriers are publicly available documents that UCS is able to obtain for itself. Agreements can be found at the ICC	This is relevant to almost all of the Issues listed in the Petition. SBC provides this information to any requesting carrier at CLEC Online and thus it should not be burdensome. SBC has PDF or other electronic copies of all of its agreements that include resale provisions. It is much more difficult for UCS to go through the ICC website and cull through each of the agreements (which are not identified as resale v. interconnection agreements or	SBC Illinois believes that all the requested agreements are on the ICC website, and it is no more difficult for UCS to cull out what it is looking for than it would be for SBC Illinois (particularly since almost all SBC Illinois interconnection agreements include resale provisions).	

Doc. Req. No.	Document Request Text	SBC's Response	UCS Rationale for Moving to Compel	SBC Illinois Position	UCS' Reply
		<p>website, www.icc.state.il.us. SBC Illinois also objects to producing these documents on that basis.</p>	<p>in each case as agreements v. amendments) when SBC presumably has ready access to these documents. UCS also believes that some of the earlier agreements entered into by SBC are not available on the ICC website.</p>		
13	<p>Produce all Documents relating to how different MADs will affect SBC's ability to market and sell its services to higher volume retail end users, or how different MADs will affect CLECs' ability to resell services to higher-volume retail end users.</p>	<p>SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.</p>	<p>This is relevant to Issue No. 13. The documents called for in this Document Request are directly relevant to the rationale for the MAD and whether the MAD is reasonable and nondiscriminatory as required by 47 CFR §51.613(b).</p>	<p>It is plain on the face of this document request that it is overly broad and unduly burdensome.</p>	<p>SBC has refused to give any discovery at all in the area of the justification for the MAD at the highest revenue level or the effect of the MAD on CLECs.</p>
14	<p>Produce all Documents relating to criteria SBC uses in deciding when to offer ICBs to retail end users.</p>	<p>SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.</p>	<p>This is relevant to Issue Nos. 1-4. The documents called for in this Document Request go to the definition of "Similarly Situated End User". UCS seeks to show that SBC's provision of an ICB to an end user is not based on any Material Condition or other criteria that justifies the ICB rates, terms or conditions extended to the end</p>	<p>Consistent with SBC Illinois' response to this request, SBC Illinois has no responsive documents.</p>	<p>SBC's "position" is not consistent with its "Response." Note that the ICC Staff requests similar information at TC 1.03 and 1.04. SBC will need to review the requested documents to answer the ICC Staff's data request.</p>

Doc. Req. No.	Document Request Text	SBC's Response	UCS Rationale for Moving to Compel	SBC Illinois Position	UCS' Reply
		<p>Notwithstanding and without waiving this objection, SBC Illinois states that whether an ICB is offered to a retail end user is determined on a case-by-case basis.</p>	<p>user. Under such circumstances, it would then be an unreasonable restriction on resale if SBC attempted to impose additional limitations on UCS' resale of that ICB. UCS believes these documents will also show that because no economic basis underlies the provision of that ICB to a given end user, it would also be unreasonable for SBC to seek a different avoided wholesale discount based on the specific service provided and rates extended to that end user.</p> <p>SBC's unsworn and gratuitous explanation that "whether an ICB is offered to a retail end user is determined on a case-by-case basis" is not an appropriate response to a document request. UCS is entitled to see the documents that SBC created on this subject in the ordinary course of business to determine the accuracy of SBC's explanation, and to flesh out what considerations are used in each case.</p>		
15	Produce all Documents relating to the issue of when	SBC Illinois objects to this data request on the basis that it seeks	This is relevant to Issue Nos. 12 and 13. The documents called for in this Document	SBC Illinois is willing to respond to this request (pursuant to an	

Doc. Req. No.	Document Request Text	SBC's Response	UCS Rationale for Moving to Compel	SBC Illinois Position	UCS' Reply
	retail end users that exceed the MAD will receive a waiver from the MAD, or a new agreement with a greater MAD.	information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	Request should reflect whether the MAD is applied on a non-discriminatory basis at retail versus resale. The request also goes to the economic rationale of the MAD at different tiers and whether that restriction is unreasonable when applied to CLECs.	agreement or a ruling that requires SBC Illinois to respond only to certain specified interrogatories, data requests, and requests for admission.)	
16	Produce all Documents relating to SBC's provision to a retail customer of a usage discount plan or non-tariffed rate combined with a tariffed plan, which allows a discount on usage.	SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	This is relevant to Issue Nos. 1-4 and 13. If provided, this discount amounts to a waiver of certain restrictions included in various tariff offerings such as CompleteLink. This Document Request also relates directly to what is available for resale under Section 251(c) (4) (i.e., UCS should receive ICB contracts that combine optional calling plans with usage ICBs).	It is plain on the face of this document request that it is overly broad and unduly burdensome.	
17	Produce all Documents (including end user bills) that indicate SBC has provided a retail customer a discount that exceeds that retail customer's MAD and/or volume discount percentage.	SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the	This is relevant to Issue Nos. 12 and 13. The documents called for in this Document Request are directly relevant as to whether the MAD is applied on a nondiscriminatory basis to SBC retail end users, or is waived by SBC for SBC's end users. The only way to verify is to compare the MAD to the overall discount provided.	It is plain on the face of this document request that it is overly broad and unduly burdensome.	

Doc. Req. No.	Document Request Text	SBC's Response	UCS Rationale for Moving to Compel	SBC Illinois Position	UCS' Reply
		discovery of admissible evidence.			
18	Produce all tariff offerings, promotional offerings, and ICBs under which SBC provides billing in less than full minute increments (initial or subsequent) for Band A and for Band B.	SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding these objections and without waiving them, SBC Illinois states that SBC Illinois' tariff and promotional offerings are publicly available.	This is relevant to Issue Nos. 1, 2 and 13. In negotiations, SBC has affirmatively stated that it doesn't offer six-second billing and likely "can't even provide it." Recently, after UCS found and provided a small number of end user bills indicating six-second billing, SBC admitted it can and does provide six second billing for both tariff and ICB offerings. However, except for one tariffed offering, SBC's Resale Tariff does not identify when sub-minute increment billing is provided. And, the relatively few ICBs UCS has been shown by SBC retail end users have not identified in the contract the six-second billing that is indicated on the end users' bill. The Customer Service Records also do not indicate when an end user is receiving sub-minute increment billing. UCS is entitled to understand which Resale Services, whether tariffed or ICB, offer sub-minute increment billing as it is a significant economic condition that is relevant to the suitability and desirability of reselling the applicable	See SBC Illinois position on document request 9, which should satisfy UCS' stated concern.	Production of ICBs (for all periods from August 8, 1996) would satisfy UCS' concern, if this request was a request for ICBs. It is a request for tariffed offerings.

Doc. Req. No.	Document Request Text	SBC's Response	UCS Rationale for Moving to Compel	SBC Illinois Position	UCS' Reply
			<p>Telecommunications Service.</p> <p>SBC's response is inadequate in that its tariff and promotional offerings do not identify sub-minute increment billing and SBC has ignored UCS' relevant inquiry on ICBs, which are not publicly available.</p>		
21	Produce all Documents that Identify Universal Service Ordering Codes for billing increments of less than one minute for Local Usage, Band A and Band B.	SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	<p>This is relevant to Issue Nos. 1, 2, 13 and 16. This is a key issue. <i>See</i> UCS' Rationale for Motion to Compel response to Document Request No. 20.</p> <p>UCS is entitled to know the USOCs for a material term of a given offering: the billing increment. UCS has attempted to reconcile SBC retail end user bills that have billing increments of less than a minute with the applicable end users' CSRs. The answer to this document request, in connection with other requests, will identify whether SBC's retail Customer Service Representatives have access to a greater amount of OSS information than SBC makes available to CLECs.</p>	SBC Illinois is willing to respond to this request (pursuant to an agreement or a ruling that requires SBC Illinois to respond only to certain specified interrogatories, data requests, and requests for admission.)	
22	Produce all Documents that Identify how billing	SBC Illinois objects to this data request on the basis that it seeks	This is relevant to Issue Nos. 1, 2, 13 and 16. <i>See</i> UCS' Rationale for Motion to	SBC Illinois is willing to respond to this request (pursuant to an	

Doc. Req. No.	Document Request Text	SBC's Response	UCS Rationale for Moving to Compel	SBC Illinois Position	UCS' Reply
	increments of less than one minute on Local Usage are designated in Customer Service Records or other customer records.	information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	Compel response to Document Request Nos. 20 and 21.	agreement or a ruling that requires SBC Illinois to respond only to certain specified interrogatories, data requests, and requests for admission.)	
23	With respect to ICBs, produce all Documents relating to (i) the procedures by which SBC offers ICBs to retail end users, (ii) the qualifications for retail end users to receive the various ICBs, (iii) the procedures by which SBC approves various rates, terms and conditions for inclusion in an ICB, and (iv) steps SBC takes to make available (marketing, negotiating, etc.) both (A) a "generic" ICB (as that term is defined in the Petition filed herewith) and (B) a "special assembly" or "custom" ICB (as	SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	This is relevant to Issue Nos. 1-4. These activities are directly relevant to (i) the reasonableness of the rebuttable presumption proposed by UCS that all SBC's ICBs be generic ICBs subject to the full wholesale discount, (ii) the activities SBC undertakes when making available an ICB offering and whether those activities support the disparity in wholesale discounts vis a vis tariffed offerings proposed by SBC, (iii) the definition of Similarly Situated End Users proposed by UCS in the Agreement and whether SBC's attempted imposition of restrictions on UCS' resale of generic ICBs to new end users is reasonable given SBC's offering of such generic ICBs or a pretext to deny CLECs the same rates SBC is able to offer.		

Doc. Req. No.	Document Request Text	SBC's Response	UCS Rationale for Moving to Compel	SBC Illinois Position	UCS' Reply
	that term is defined in the Petition filed herewith).				
24	Produce all form agreements SBC uses with its retail business customers for the sale of Telecommunications Services, including but not limited to the Master Discount Agreement, Agreement for SBC Centrex Service, and NetSpan Agreement.	SBC Illinois objects to this request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	This is relevant to Issue Nos. 1, 4, 5, 13, 30 and 31. The documents called for in this Document Request are directly relevant to whether SBC has attempted to discriminate UCS vis a vis SBC retail end users by denying UCS access to the same general contract provisions provided to SBC retail end users, including the duration, price stability and other general terms and conditions. These documents are also relevant to compare the general restrictions SBC applies to its tariff offerings and its ICB offerings and whether the restrictions on SBC's tariff offerings are reasonable and nondiscriminatory consistent with 47 CFR § 51.613(b) or are intended to limit the utility and/or resale of the tariff offering. These agreements will also provide relevant information to the definition of a "Service Agreement" and to identify the entire universe of tariffed and ICB offerings that are evidenced by contracts.	SBC Illinois is willing to respond to this request (pursuant to an agreement or a ruling that requires SBC Illinois to respond only to certain specified interrogatories, data requests, and requests for admission.)	

Doc. Req. No.	Document Request Text	SBC's Response	UCS Rationale for Moving to Compel	SBC Illinois Position	UCS' Reply
			<p>During the course of negotiations, when UCS has pointed to a term or feature which it sees in the marketplace but which SBC has not made available, SBC claims that the term or feature is related to the type of agreements which are the subject of this Document Request. UCS needs to better understand these SBC offerings to know if SBC's claims are correct.</p>		
25	<p>Produce all provisions that have been approved by SBC for inclusion in ICB or customer contracts but are not included in the form agreements.</p>	<p>SBC Illinois objects to this request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.</p>	<p>This is relevant to Issue Nos. 1, 4,13, 30 and 31. <i>See</i> UCS' Rationale for Motion to Compel response to Document Request No. 24. The documents called for in this Document Request are directly relevant to the approved contract provisions provided to SBC retail end users, including the duration, price stability and other general terms and conditions. The documents are also directly relevant whether certain restrictions on resale that are included in the ICB or customer contracts are reasonable and nondiscriminatory consistent with 47 CFR § 51.613(b) or are intended to limit the utility and/or resale of the tariff</p>	<p>SBC Illinois is willing to respond to this request (pursuant to an agreement or a ruling that requires SBC Illinois to respond only to certain specified interrogatories, data requests, and requests for admission.)</p>	

Doc. Req. No.	Document Request Text	SBC's Response	UCS Rationale for Moving to Compel	SBC Illinois Position	UCS' Reply
			<p>offering. During the course of negotiations, when UCS has pointed to a term or feature that it sees in the marketplace but that SBC has not made available, SBC claims that the term or feature is related to the type of agreements that are the subject of this Document Request. UCS needs to better understand those SBC offerings to know if SBC's claims are accurate.</p>		
26	<p>Produce all Documents relating to the effect, purpose or utility of requiring an end user to sign an agreement to acknowledge or confirm such end user's order of a tariff offering.</p>	<p>SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.</p>	<p>This is relevant to Issue No. 5, 30 and 31. As stated with regard to the Interrogatories, UCS believes SBC seeks to have end users execute service agreements so it can enforce the terms against the end user. These agreements should also provide the end user a reciprocal right to enforce the terms of its agreement. UCS requires these documents because UCS believes SBC position on Issues 30 and 31 raise the issue of illusory contracts—SBC wants to enforce the terms of agreements against UCS but does not want to permit UCS to have the same rights. This inquiry and the applicable documents will provide relevant information to</p>	<p>It is plain on the face of this document request that it is overly broad and unduly burdensome. In addition, the requested information has no bearing on the issues identified by UCS.</p>	<p><u>See</u> UCS' Rationale. SBC gives no reason to believe production would be burdensome.</p>

Doc. Req. No.	Document Request Text	SBC's Response	UCS Rationale for Moving to Compel	SBC Illinois Position	UCS' Reply
			<p>determine how SBC views these agreements and each party should be subject to the same rights and obligations with respect to the enforcement of such agreements. This information is also relevant to show that it is proper to include a defined term "Service Agreement" in the Agreement to identify the various agreements and confirmation of service orders UCS will be required to execute prior to SBC processing an order for applicable Resale Services.</p>		
27	<p>Produce all tariff offerings for which SBC currently requires or has required end users to sign a separate agreement acknowledging or confirming a tariff order (a "service agreement").</p>	<p>See response to UCS Interrogatory 36.</p>	<p>This is relevant to Issue Nos. 1 and 5. <i>See</i> UCS' Rationale for Motion to Compel response to Document Request No. 26. UCS believes that SBC requires end users to execute service agreements for various services purchased. SBC has stated during negotiations that if its retail end users must sign an agreement to order services, so must UCS. SBC however has refused to identify those services that require execution of a service agreement. This information is relevant because UCS is entitled to understand which services will require an agreement to order services and in connection with SBC's</p>	<p>In addition to the response that SBC Illinois has provided, the tariff offerings are publicly available.</p>	<p>SBC's "Position" is non-responsive. The tariff does not necessarily state whether an end user must sign a service agreement.</p>

Doc. Req. No.	Document Request Text	SBC's Response	UCS Rationale for Moving to Compel	SBC Illinois Position	UCS' Reply
			<p>responses to other inquiries, the terms and conditions of those agreements. This information is also relevant because UCS seeks to include a definition of "Service Agreement" in the Agreement to identify the agreements SBC will require UCS to execute prior to SBC processing an order for applicable Resale Services.</p>		
28	<p>Produce all Documents relating to any SBC policies (formal or informal) on implementing tariff changes to volume and/or term commitment end users.</p>	<p>SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.</p>	<p>This is relevant to Issue Nos. 5, 30 and 31. The documents called for in this Document Request are relevant to SBC and UCS' dispute on whether SBC may unilaterally modify the rates, terms and conditions of an existing Service Agreement that includes a UCS financial commitment by modifying the tariff through which the Resale Services are generally described and made available. The information requested is directly relevant as to SBC policies on tariff changes to end users under agreements with term commitments and whether the position SBC has taken against UCS is discriminatory.</p>	<p>SBC Illinois is willing to respond to this request (pursuant to an agreement or a ruling that requires SBC Illinois to respond only to certain specified interrogatories, data requests, and requests for admission.)</p>	
29	<p>Produce all Documents relating</p>	<p>SBC Illinois objects to this data request on the</p>	<p>This is relevant to Issue Nos. 5, 30, and 31. <i>See</i> UCS'</p>	<p>The requested documents have no</p>	<p><u>See</u> UCS' Rationale.</p>

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	to methods and procedures regarding the implementation of tariff changes for volume and/or term commitment end users, including billing changes, communications to end users, dispute resolution procedures and advices, etc.	basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	Rationale for Motion to Compel response to Document Request No. 28. The documents called for in this Document Request are relevant to SBC and UCS' dispute on whether SBC may unilaterally modify the rates, terms and conditions of an existing Service Agreement that includes a UCS financial commitment by modifying the tariff through which the Resale Services are generally described and made available. The information requested is directly relevant as to how SBC applies tariff changes to end users under agreements with term commitments and whether SBC's failure to provide the same treatment to UCS is discriminatory.	bearing on the issues to which UCS refers.	
30	Produce for each historical tariff change to a Telecommunications Service for which a retail end user and/or a reseller has made a volume and/or term commitment all Documents relating to (i) the nature of each tariff change,	SBC Illinois objects to this request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the	This is relevant to Issue Nos. 5, 30, and 31. <i>See</i> UCS' Rationale for Motion to Compel response to Document Request Nos. 28 and 29. UCS believes the documents called for in this Document Request will show how SBC has applied tariff changes to end users and resellers under commitments and why the treatment SBC is advancing against UCS in these	It is plain on the face of this document request that it is overly broad and unduly burdensome.	

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	<p>and (ii) how that tariff change affected the retail end user and/or resellers then existing commitment to SBC, including (i) which retail end users and/or resellers commitment were modified to incorporate such tariff change, (ii) which retail end users and/or resellers commitment were not modified to incorporate such tariff change, (iii) which retail end users and/or resellers converted to another SBC offering and identify such offering, (iv) which retail end users and/or resellers terminated their commitments based on such tariff change, (v) which retail end users and/or resellers did SBC impose</p>	<p>discovery of admissible evidence. Notwithstanding these objections and without waiving them, SBC Illinois states that it does not track this information.</p>	<p>negotiations is discriminatory.</p>		

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	<p>termination penalties upon and (vi) any other changes to a commitment SBC sought to impose or apply or did in fact apply concurrent with such tariff change.</p>				
31	<p>Produce all interconnection and resale agreements that include provisions that address the same subject matter as the following provisions from the SBC-UCS proposed Interconnection Agreement attached as Exhibit C to the Petition filed herewith: General Terms Sections 3.6, 6.4.5 and 15.5</p>	<p>SBC Illinois objects to this request on the basis that it is overly broad and unduly burdensome. Notwithstanding this objection and without waiving it, SBC Illinois states that interconnection agreements between SBC Illinois and other carriers are publicly available documents that UCS is able to obtain for itself. Agreements can be found at the ICC website, www.icc.state.il.us. SBC Illinois also objects to producing these documents on that basis.</p>	<p>This is relevant to show that SBC has included provisions in other agreements based on previous arbitrations that it is refusing to include in its agreement with UCS. In past agreements, SBC has identified those "non-voluntary" provisions that have been arbitrated against it and included in the agreement. UCS believes that SBC likely tracks this information so it can rebut any claims for inclusion of a non-voluntary provision based on any CLEC "super MFN rights" SBC makes available. In any event, SBC has PDF or other electronic copies of all of its agreements that include these likely identified provisions and it would be easy for SBC to search for the requested information in those documents. It is much more</p>	<p>It is plain on the face of this document request that it is overly broad and unduly burdensome. In addition, UCS can retrieve the information it seeks as readily as SBC Illinois can based on public records.</p>	<p>It is certainly not burdensome if SBC tracks the information, which SBC does not deny.</p>

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			<p>difficult for UCS to go through the ICC website and cull through each of the agreements (which are not identified as agreements v. amendments)</p> <p>when SBC has ready access to these documents.</p>		
32	Produce all Documents Relating to a reseller's right to aggregate end users.	SBC Illinois objects to this request on the basis that it is overly broad and unduly burdensome.	<p>This is relevant to Issue No. 10. The documents called for in this Document Request will provide relevant information as to SBC's position on a reseller's right to aggregate and why SBC has refused to agree to a CLEC right that was specifically mandated by the FCC in the Local Competition Order. This information is also relevant to understand how and why certain restrictions imposed by SBC in its tariff offerings (e.g., MAD, business location restriction and other restrictions) affect a reseller's right to aggregate. This information may also show that SBC has permitted aggregation to other resellers, which would raise the question of why it has sought to limit UCS' right to aggregate. The documents will also presumably help show the basis for SBC's lack of willingness to allow UCS to aggregate or the lack of such a</p>	It is plain on the face of this document request that it is overly broad and unduly burdensome.	SBC gives no reason to believe this would be burdensome.

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			basis.		
33	Produce all Documents Relating to any instance in which SBC has restricted a carrier from aggregating end users.	SBC Illinois objects to this request on the basis that it is overly broad and unduly burdensome.	See Response to Rationale for Moving to Compel production of documents responsive to Document Request No. 32.	It is plain on the face of this document request that it is overly broad and unduly burdensome.	This request is even less burdensome than 32.
34	Produce all Documents Relating to any instance in which SBC has permitted a carrier to aggregate end users.	SBC Illinois objects to this request on the basis that it is overly broad and unduly burdensome.	See Response to Rationale for Moving to Compel production of documents responsive to Document Request No. 32.	It is plain on the face of this document request that it is overly broad and unduly burdensome.	This request is even less burdensome than 33.
35	Produce all Documents Relating to SBC's obligation to make promotions available to resellers for resale and SBC's process to notify resellers of promotions that are subject to resale.	See response to UCS Interrogatory 37. In addition, information regarding promotions can be found on CLEC On-Line, https://clec.sbc.com/clec .	This is relevant to Issue No. 11. UCS seeks the documents called for in this Document Request to show how SBC categorizes all promotions (whether short term or long term) and when notice has and has not been provided. UCS has received several different responses as to when it can resell a promotion and when it cannot—this will provide insight as to what promotions should have been made available for resale but were not and whether SBC is providing appropriate notice of promotions. UCS believes that these documents will also show	It is plain on the face of this document request that it is overly broad and unduly burdensome. In addition, Issue No. 11 has been resolved.	

Doc. Req. No.	Document Request Text	SBC's Response	UCS Rationale for Moving to Compel	SBC Illinois Position	UCS' Reply
			that the language requested by UCS in GT&C § 3.1.4 is necessary.		
36	Produce all Documents Relating to promotions that SBC did not make available for resale to resellers because in SBC's opinion, such promotion was not required to be resold under the Act.	SBC Illinois objects to this request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	This is relevant to Issue No. 11. The documents called for in this Document Request will reflect SBC's true position on promotions and whether SBC has complied with the Local Competition Order. The documents will also reflect the need for SBC's obligation regarding promotions to be spelled out in GT&C § 3.1.4 and for UCS to have a contractual right to damages.	It is plain on the face of this document request that it is overly broad and unduly burdensome. In addition, Issue No. 11 has been resolved.	This is probably not burdensome, depending on how many promotions there have been.
39	Produce all Documents relating to the justification for, or effect of a MAD.	SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	This is relevant to Issue No. 12. The documents called for in this Document Request are relevant because, as stated in the Arbitration Petition, SBC has provided no justification (economic or otherwise) for the MAD. Moreover, UCS alleges that SBC waives the MAD when its end users reach the MAD. In addition, UCS also believes that SBC rarely includes MADs in its ICB offerings. Therefore, documents produced from this request will evidence the rationale for the MAD and its	It is plain on the face of this document request that it is overly broad and unduly burdensome.	Once again, SBC refuses to give even the most basic discovery with respect to the justification for and the effect of MADs.

Doc. Req. No.	Document Request Text	SBC's Response	UCS Rationale for Moving to Compel	SBC Illinois Position	UCS' Reply
			<p>true designs, such as requiring higher volume end users to migrate to ICBs while limiting CLECs at resale from servicing such higher volume end users. In addition, SBC's rationale for the MAD is directly relevant to whether such a restriction is reasonable and nondiscriminatory consistent with 47 CFR § 51.613(b).</p>		
40	<p>Provide Documents which Relate to whether each party ordering services subject to a MAD that exceeded the volume at which the MAD limited the discount received only the MAD or received a waiver, in whole or in part, of limits of the MAD.</p>	<p>SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding these objections and without waiving them, SBC Illinois states that it does not track this information.</p>	<p>This is relevant to Issue No. 12. UCS believes that SBC is providing some type of "Additional Discount" to its retail end users. The documents called for in this Document Request would allow UCS to determine if in fact SBC is providing an Additional Discount and would also evidence whether SBC waives the MAD for its retail end users or provides some other form of relief. If so, the MAD is discriminatory when applied to UCS. SBC's claim that it does not "track" this information is not an appropriate response; SBC must conduct an investigation to determine if there are responsive documents. If documents exist showing a MAD that has been waived, for example, those documents</p>	<p>It is plain on the face of this document request that it is overly broad and unduly burdensome.</p>	<p>Once again, SBC refuses to give even the most basic discovery with respect to the justification for and the effect of MADs.</p>

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			must be produced.		
41	Produce copies of all Documents that Relate to the justification or rationale of imposing a 250 Business Location Restriction on a volume discount plan.	SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	This is relevant to Issue Nos. 5, 10 and 14. This is a restriction that limits UCS' ability to aggregate. The documents called for in this Document Request might show whether there is an economic or other justification for this restriction or it is simply a device to migrate higher volume users to ICBs or to limit a CLEC's right to aggregate.	It is plain on the face of this document request that it is overly broad and unduly burdensome.	SBC gives no reason to believe this request would be burdensome.
42	Produce copies of all Documents that Relate to SBC's design of its Save and Winback offerings.	SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	This is relevant to Issue No. 15. SBC's Save and Winback program has a number of "unique characteristics", including the creation of an impermissible class restriction. The documents requested may show whether these "characteristics" impose an unreasonable restriction on resale, or whether they perform some legitimate function for SBC. SBC has stated that resellers may use Save or Winback only against facilities-based carriers but does not limit itself in the same manner at retail. Again, the documents called for herein may explain why SBC takes this position. SBC imposes different eligibility	It is plain on the face of this document request that it is overly broad and unduly burdensome.	SBC gives no reason to believe this request would be burdensome.

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			<p>requirements for retail v. resale (<i>e.g.</i>, save at retail—"customer considering changing carriers" versus resale "customer has contacted you to change carriers"). SBC requires resellers to submit evidence of their customers' compliance with the eligibility requirements—according to SBC distributors, SBC does not require same for retail end users.</p>		
46	<p>Produce all Documents that Identify or discuss the differences between a retail Save and Winback offering and a resale Save and Winback offering.</p>	<p>SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.</p>	<p>This is relevant to Issue No. 15. <i>See</i> UCS' Rationale for Motion to Compel response to Document Request No. 42. UCS believes that the resale save and winback offerings contain a number of restrictions not found in retail offerings. SBC's rationale for these restrictions is relevant to the question of whether UCS is correct that the resale-only restrictions are unreasonable and discriminatory and impose an impermissible class restriction.</p>	<p>It is plain on the face of this document request that it is overly broad and unduly burdensome.</p>	<p>SBC gives no reason to believe this request would be burdensome.</p>
47	<p>Produce all Documents that Refer to the conditions under which SBC may use a retail Save and</p>	<p>SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in</p>	<p><i>See</i> Rationale for Moving to Compel responses to Document Request Nos. 42 and 46.</p>		

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	Winback offering.	this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.			
48	Produce all Documents that Refer to the instances when a CLEC may use a resale Save and Winback offering.	SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. Notwithstanding this objection and without waiving it, SBC Illinois states that instances when a CLEC may use a resale Save and Winback offering are outlined in the CLEC Handbook on CLEC On-Line. The Accessible Letters which announce resale promotions also include this information.	<i>See Rationale for Moving to Compel responses to Document Request Nos. 42 and 46.</i>	It is plain on the face of this document request that it is overly broad and unduly burdensome.	SBC gives no reason to believe this request would be burdensome.
49	Produce all Documents Relating to SBC's enforcement policies and methods and procedures to enforce eligibility requirements for retail and resale Save and Winback offerings.	SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	<i>See Rationale for Moving to Compel responses to Document Request Nos. 42 and 46. Moreover, if SBC does not enforce these requirements with respect to its own end users, it is discriminatory and unreasonable to require CLECs to comply.</i>	It is plain on the face of this document request that it is overly broad and unduly burdensome.	SBC gives no reason to believe this request would be burdensome.

Doc. Req. No.	Document Request Text	SBC's Response	UCS Rationale for Moving to Compel	SBC Illinois Position	UCS' Reply
50	Produce all Documents that Relate to the justification or rationale for requiring that a resale Save offering be provided only when the resale end user has contacted the CLEC to disconnect its service.	SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome.	<i>See</i> Rationale for Moving to Compel responses to Document Request Nos. 42 and 46.	It is plain on the face of this document request that it is overly broad and unduly burdensome.	SBC gives no reason to believe this request would be burdensome.
51	Produce all testimony submitted by SBC in any docket or proceeding before the Commission, FCC or other state commission in the SBC territory Relating to SBC's making available for resale ICBs to new customers.	SBC Illinois objects to this request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this request to the extent that it calls for documentation for states other than Illinois. Notwithstanding these objections and without waiving them, SBC Illinois states that it is not aware of any proceeding before the ICC that addressed the resale of ICBs.	This is relevant to Issues 1-4. SBC's objection is also inappropriate as the request reasonably requests testimony submitted before the FCC, which has jurisdiction over the issues raised in Issues 1 through 4. In addition, the FCC recently reviewed SBC's compliance with the 271 checklist in Illinois and any testimony or representations made by SBC in that proceeding relative to the resale of ICBs is relevant information.	To the extent that files relating to SBC Illinois' section 271 application include the requested documents, SBC Illinois is willing to produce them.	There is no reason to limit the response to the Section 271 application.
53	Produce for each retail end user to which SBC has made available a	SBC Illinois objects to this data request on the basis that it is overly broad and unduly	<i>See</i> Rationale for Moving to Compel responses to Document Request Nos. 42 and 46. Moreover, if SBC	It is plain on the face of this document request that it is overly broad and unduly	

Doc. Req. No.	Document Request Text	SBC's Response	UCS Rationale for Moving to Compel	SBC Illinois Position	UCS' Reply
	Save and Winback offering the Documents received from the end user that SBC has relied upon in making available such pricing.	burdensome. SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	does not enforce these requirements with respect to its own end users, it is discriminatory and unreasonable to require CLECs to comply.	burdensome.	
58	Produce a list and screen shots of all information a SBC retail Customer Service Representative can access when using the SBC pre-ordering, ordering, provisioning, maintenance and repair and billing functions.	SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	This is relevant to Issue No. 16. The information requested is directly relevant to the question of what is parity access to SBC's OSS. The information included in the requested screen shots will identify the information an SBC retail Customer Service Representative can access while performing the identified functions; the Act and FCC rules require SBC to provide the same information to UCS.	It is plain on the face of this document request that it is overly broad and unduly burdensome.	SBC gives no reason to believe this request would be burdensome.
59	Produce all Documents Relating to all attempts by SBC to provide notice to SBC retail account management or sales personnel of	SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome.	This is relevant to Issue No. 17. The documents called for in this Document Request are relevant to show impermissible lead generation in violation of Section 222 of the Act, which is an unreasonable and anticompetitive activity in	It is plain on the face of this document request that it is overly broad and unduly burdensome.	

Doc. Req. No.	Document Request Text	SBC's Response	UCS Rationale for Moving to Compel	SBC Illinois Position	UCS' Reply
	inquiries by a CLEC for a termination penalty calculation.		violation of the PUA. This information will evidence that SBC exploited a Commission order to redress anticompetitive conduct by instituting other anticompetitive activities. Responses to this inquiry will definitively prove violation of Section 222 of the Act and demonstrate the need to incorporate UCS' requested language in the Agreement prohibiting this practice.		
60	Produce copies of all Documents exchanged between the group or unit that receives or has received termination penalty calculation inquiries and the retail sales group and/or account management.	SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	This is relevant to Issue No. 17. The documents called for in this Document Request are relevant to show impermissible lead generation in violation of Section 222 of the Act, which is an unreasonable and anticompetitive activity in violation of the PUA. Notwithstanding the foregoing, UCS will limit the Document Request to those documents that identify lead generation or identify the customers and CLECs that are inquiring about termination penalties.	It is plain on the face of this document request that it is overly broad and unduly burdensome.	SBC gives no reason to believe this request would be burdensome.
61	Produce all Documents that Relates to the methods and procedures to be	SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject	This is relevant to Issue No. 18. The documents called for in this Document Request will show the retention efforts SBC goes through to keep an end		

Doc. Req. No.	Document Request Text	SBC's Response	UCS Rationale for Moving to Compel	SBC Illinois Position	UCS' Reply
	followed by an SBC employee who receives a call from a retail end user requesting a termination liability calculation.	matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	user and why the systems SBC has put in place are unreasonable and discriminatory; <i>i.e.</i> , SBC will not provide copies of contracts or a calculation of termination penalties other than set forth in 00-0024, which requires the end user to call SBC and offers SBC the opportunity to then engage in aggressive retention discussions with that end user.		
62	Produce all correspondence between SBC and CLECs that Relates to amending the parties' interconnection agreement because of a change of law.	SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	This is relevant to Issue No. 24. The documents called for in this Document Request are relevant to show how SBC treats changes in law to its benefit versus changes in law to CLECs' benefit and how SBC has addressed changes in law that are effective "automatically." This information is directly relevant to the parties' competing positions as to which changes of law should be effective automatically and which changes of law will not be effective until incorporated into the agreement via an amendment. This information will also demonstrate why it is unreasonable for SBC to be able to further delay an amendment implementing a change of law by invoking the	It is plain on the face of this document request that it is overly broad and unduly burdensome.	

Doc. Req. No.	Document Request Text	SBC's Response	UCS Rationale for Moving to Compel	SBC Illinois Position	UCS' Reply
			dispute resolution process if the parties fail to agree on the form of an amendment.		
63	Produce all Documents that relate to SBC suspending its provision of termination charge calculations in accordance with the Commission's order in 00-0024	SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	This is relevant to Issue No. 18. The documents called for in this Document Request are relevant because, based on UCS' experience with SBC, at times SBC suspended its provision of termination charge calculations premised on the fact that it had reviewed the order again and was not required to continue providing the calculations. This happened at least twice, with SBC then re-initiating its processing after the brief suspension.	This request is irrelevant. In 00-0024, the Commission ordered SBC Illinois to provide termination charge calculations for certain services. In Issue 18, UCS asks the Commission to expand that requirement to other services. Information concerning SBC Illinois' compliance or non-compliance with the Order in 00-0024 has no possible bearing on whether the requirements the Commission imposed in that docket should be expanded in this one. The request is also unduly burdensome on its face.	
64	Produce all Documents that Relate to SBC's obligations under section 13-509 of the PUA, a CLEC's right to use section	SBC Illinois objects to this request on the grounds that it calls for a legal conclusion.	This is relevant to Issue No. 2. The documents called for in this Document Request do not "call for a legal conclusion." If the documents are subject to an attorney-client privilege, SBC must produce a privilege log.		

Doc. Req. No.	Document Request Text	SBC's Response	UCS Rationale for Moving to Compel	SBC Illinois Position	UCS' Reply
	<p>13-509 to review SBC's ICBs on file with the Commission, or a CLEC's right to order ICBs for resale pursuant to section 13-509 of the PUA.</p>		<p>To the extent SBC has documents that relate to the proposition set forth herein, it must produce them. The documents called for in this Document Request are relevant because SBC represented verbally and in writing during negotiations that §13-509 provided UCS the substantive right to review and resell ICBs and that because of those substantive rights, the parties' agreement need not include any terms or conditions relative to ICBs. SBC also referenced §13-509 as an "existing process", which means SBC must have responsive and relevant documents on this inquiry.</p>		
65	<p>Produce all Documents that Relate to a CLEC's request to resell ICBs to new customers and SBC's response to those requests.</p>	<p>SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome.</p>	<p>This is relevant to Issue Nos.1-4. The documents called for in this Document Request are relevant to SBC's position on ICBs, including the definition of Similarly Situated End Users, the scope of ICBs available for resale, the applicable wholesale discount and, among other things, whether SBC has ever refused to allow a CLEC to resell an ICB (as it did to UCS in November 2002).</p>	<p>This request is irrelevant, because SBC Illinois has agreed that UCS may resell ICBs to new customers. In addition, it is plain on the face of this document request that it is overly broad and unduly burdensome.</p>	<p>SBC's agreement to allow UCS to resell ICBs is extremely limited. SBC resists allowing UCS to resell ICBs entered into before the date of the order in this case, limits the length for which they can be resold, and limits the length of time during which they can be resold.</p>

Doc. Req. No.	Document Request Text	SBC's Response	UCS Rationale for Moving to Compel	SBC Illinois Position	UCS' Reply
67	Produce all Documents that Relate to the position taken by SBC that it is not required to make ICBs or other contract offerings available for resale to customer that were not the original party to such ICBs.	SBC Illinois objects to this data request on the basis that it is vague, overly broad and unduly burdensome.	This is relevant to Issue Nos. 1-4. The documents called for in this Document Request are relevant to SBC's position on ICBs and the basis upon which SBC has limited the resale of ICBs to third parties over the last six and a half years. SBC has made available ICBs for assumption, it has refused however to make ICBs available for resale to new/different end users. Prior to the current negotiations, SBC based this restriction on the fact that it need only make ICBs available to or similarly situated end users, which SBC interpreted as the <u>same</u> end user. This restriction has been found to be an unreasonable restriction on resale. <i>See AT&T Southern States at 673-674.</i>	It is plain on the face of this document request that it is overly broad and unduly burdensome.	SBC gives no reason to believe this request would be burdensome.
68	Produce all Documents that Relate to the procedure SBC uses for determining which restrictions on resale may be imposed.	SBC Illinois objects to this data request on the basis that it is vague, overly broad and unduly burdensome.	This is relevant to Issue Nos. 4, 9, 10, 12 and 14. The documents called for in this Document Request are relevant to SBC's compliance with 47 CFR §51.613(b).	It is plain on the face of this document request that it is overly broad and unduly burdensome.	SBC gives no reason to believe this request would be burdensome.
71	Produce all Documents that Relate to a credit	SBC Illinois objects to this data request on the basis that it is overly	This is relevant to Issue No. 21. The documents called for in this Document Request are		

Doc. Req. No.	Document Request Text	SBC's Response	UCS Rationale for Moving to Compel	SBC Illinois Position	UCS' Reply
	granted to a retail end user or CLEC for SBC's failure to properly provision ABS.	broad and unduly burdensome. SBC Illinois also objects to this data request to the extent it request information on SBC's retain end users and on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	relevant because SBC has maintained in negotiations that it has never furnished a credit for fraud not detected by ABS. In addition, UCS seeks parity treatment with SBC retail end users and the only way to verify the veracity of SBC's statement and parity is through discovery.		
73	Produce all Documents that Relate to any internal or externally requested audit results on SBC's Resale Services billing.	SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	This is relevant to Issue Nos. 7, 22 and 23. The documents called for in this Document Request are relevant to determining the accuracy of SBC's billing, which implicates (1) UCS' ability to timely file a dispute (Issue 22), (2) whether UCS would have to place in escrow disputed amounts that will be resolved in UCS' favor (Issue 7) and (3) the necessity and perhaps frequency of UCS requesting an audit to ensure it has been billed in accordance with the rates in the agreement (Issue 23).	It is plain on the face of this document request that it is overly broad and unduly burdensome. In addition, the requested documents are not relevant to any of the issues identified by UCS.	SBC gives no reason to believe this request would be burdensome.
74	Produce all	SBC Illinois objects to	This is relevant to Issue Nos. 7	It is plain on the face of	

Doc. Req. No.	Document Request Text	SBC's Response	UCS Rationale for Moving to Compel	SBC Illinois Position	UCS' Reply
	<p>Documents that Relate to any credits SBC has provided to CLECs for failure to properly bill Resale Services and the elapsed time between (i) the bill date of the services subject to such credit; (ii) the date on which the CLEC disputed or requested a credit for such services; and (iii) the date such credit was provided to the CLEC.</p>	<p>this data request on the basis that it is overly broad and unduly burdensome.</p>	<p>and 22. Clauses (i) and (ii) are relevant to parity treatment on disputing bills. Clauses (i) through (iii) are relevant to the issue of UCS having to escrow disputed amounts and the time in which such escrow will deprive UCS of the escrowed amounts.</p>	<p>this document request that it is overly broad and unduly burdensome.</p>	
75	<p>Produce Documents relating to the types of Customer Service Record information and information about ICBs and retail services ("Information") that are available to SBC's employees and agents engaged in sales or marketing of local telephone service to end user retail customers and the methods available for such</p>	<p>See response to UCS Interrogatory 22.</p>	<p>This is relevant to Issue No. 16. UCS seeks to understand "parity," and the information called for herein goes directly to what SBC provides at retail. See Rationale for Moving to Compel responses to Document Request No. 58.</p>		

Doc. Req. No.	Document Request Text	SBC's Response	UCS Rationale for Moving to Compel	SBC Illinois Position	UCS' Reply
	SBC employees and agents to access such Customer Service Record information, ICBs, and retail services.				
76	Produce all studies, work papers, source materials and other Documents Relating to examinations of SBC's practices associated with backbilling of services provided to CLECs pursuant to interconnection agreements, including services provided to CLECs pursuant to wholesale tariffs. SBC's response should include, but not be limited to, studies of the practice of backbilling by SBC or its affiliates as it was raised in the course of Section 271 proceedings or contract enforcement actions before the Illinois Commerce	SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence. SBC also objects to the extent that this request calls for information for states other than Illinois.	This is relevant to Issue No. 22. UCS seeks the documents called for in this Document Request to determine whether SBC has acted consistently with its publicly maintained positions on backbilling.	Issue No. 22 has been resolved.	

Doc. Req. No.	Document Request Text	SBC's Response	UCS Rationale for Moving to Compel	SBC Illinois Position	UCS' Reply
	<p>Commission, the Michigan Public Service Commission, the Wisconsin Public Service Commission, the Public Utility Commission of Ohio, and the Indiana Utilities Regulatory Commission.</p>				
77	<p>Produce all Documents Relating to any instance in which (i) a SBC, retail end user customer sought to switch to a CLEC, (ii) SBC's Customer Service Record failed to show a termination liability, and (iii) SBC sought to impose a termination liability on an end user retail customer, including but not limited to all Documents relating to any SBC demand for termination payment, any response by the end user retail customer,</p>	<p>SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding these objections and without waiving them, SBC Illinois does not track this information.</p>	<p>This is relevant to Issue No. 6. The documents called for in this Document Request are directly relevant to Section 3.6 of the GT&C and SBC's previous arbitration decision in the McLeod Arbitration Decision.</p>	<p>It is plain on the face of this document request that it is overly broad and unduly burdensome.</p>	

Doc. Req. No.	Document Request Text	SBC's Response	UCS Rationale for Moving to Compel	SBC Illinois Position	UCS' Reply
	and any ultimate disposition of the request for a termination liability payment.				
81	Produce all Documents relating to or describing SBC's policies regarding the resale of ICBs in Illinois and/or the use of Section 5/13-509 of the PUA by CLECs for resale of ICBs in Illinois.	SBC Illinois objects to this data request on the basis that it is vague, overly broad and unduly burdensome. Notwithstanding this objection and without waiving it, SBC Illinois states that documentation regarding the resale of contracts can be found in the CLEC Handbook on CLEC On-Line.	This is relevant to Issue Nos.1-4. First, SBC's response is disingenuous as SBC has admitted that it has to date not permitted the resale of ICBs to new end users and that it has no process to address such resale. Its identification of the CLEC Handbook is at best a subterfuge, because the CLEC Handbook only references the assumption of ICBs, not the resale of ICBs. Second, SBC has represented to UCS that section 13-509 provides a substantive right for UCS to review and resell ICBs. Given that section 13-509 has no process or other terms and conditions relating to these two "substantive" rights, it is reasonable to conclude that SBC has developed additional documentation that would fill in the gaps of what SBC perceived to be the section 13-509 process.	It is plain on the face of this document request that it is overly broad and unduly burdensome.	SBC gives no reason to believe this request would be burdensome.
82	Provide all Documents relating to a request either by SBC or any CLEC	SBC Illinois objects to this data request on the basis that it is overly broad and unduly	This is relevant to Issue No. 24. UCS seeks the documents called for in this Document Request because it believes	It is plain on the face of this document request that it is overly broad and unduly	

Doc. Req. No.	Document Request Text	SBC's Response	UCS Rationale for Moving to Compel	SBC Illinois Position	UCS' Reply
	<p>for an amendment to their interconnection agreement based on a change of law, including without limitation (i) any Documents relating to initiation of a dispute under an interconnection agreement on the basis of a change of law, (ii) any amendments resulting from any such request.</p>	<p>burdensome. Notwithstanding this objection and without waiving it, see attached example of a change of law notice that was requested by SBC. Any amendments resulting from a change of law request are publicly available.</p>	<p>SBC drags its feet on changes in law that benefit the CLEC and can be easily implemented. The documents called for herein would reflect whether that belief is accurate. While the amendments are public, the documents leading up to the amendment are not public and should be produced. <i>See</i> Rationale for Moving to Compel responses to Document Request No. 62.</p>	<p>burdensome.</p>	

Exhibit A

Against that background – particularly the very limited time for responding to discovery – UCS’ discovery requests at first blush appear to be some sort of sadistic prank. There were 184 of them – 72 interrogatories, 84 document requests and 28 requests to admit. And the breadth of many of the interrogatories and data requests is stunning. Merely by way of example:

Interrogatory 5: Set forth the wholesale discount rates that are applicable to the resale of ICBs in each state in which SBC is an ILEC and all reasons why SBC contends that these rates are correct including, but not limited to, references to any and all applicable Commission dockets, and identification of relevant Avoided Cost Studies and methodologies.

Really? All thirteen SBC states? *All* the reasons that each rate is “correct”? Any and all state commission dockets, cost studies and methodologies?

Interrogatory 16: State the number of retail end users and resellers that have exceeded the MAD at the highest revenue commitment tier since the inception of the MAD, the number retail end users and resellers that have exceeded their MAD (regardless of the revenue commitment tier) since the inception of the MAD, and *separately for each retail end user and reseller that has exceeded its MAD, identify the discounts received during each year of its commitment.* (Emphasis added.)

Separately for each retail end user and each reseller – for each individual year of its commitment? How many man/days should SBC Illinois expend to figure this out?

Document Request 6: Produce all Documents that reflect, refer or relate to any and all discussions with an employee or agent of your company with any other person (whether such person is an SBC employee) on the subject of the appropriate discount rate for the resale of ICBs to new and existing customers.

Since SBC Illinois presumably does not maintain a file labels “documents that reflect, refer or relate to discussions between an SBC employee or agent and any other person concerning appropriate discount rates for ICBs” how many weeks does SBC Illinois get to search all of its employees’ files for pieces of paper (if there are any) that are responsive to this request?

Document Request 30: Produce for each historical tariff change to a Telecommunications Service for which a retail end user and/or a reseller has made a volume and/or term commitment all Documents relating to (i)

the nature of each tariff change, and (ii) how that tariff change affected the retail end user and/or resellers then existing commitment to SBC, including (i) which retail end users and/or resellers commitment were modified to incorporate such tariff change, (ii) which retail end users and/or resellers commitment were not modified to incorporate such tariff change, (iii) which retail end users and/or resellers converted to another SBC offering and identify such offering, (iv) which retail end users and/or resellers terminated their commitments based on such tariff change, (v) which retail end users and/or resellers did SBC impose termination penalties upon and (vi) any other changes to a commitment SBC sought to impose or apply or did in fact apply concurrent with such tariff change.

Let's see. First we identify each and every service for which either an end user or a reseller has made a volume commitment or a term commitment. Then, we research every tariff change that has ever affected each such service. Then, we search for all documents that have anything to do with these six categories things relating to each such tariff change. How many people do we devote to this project, and how long do they have to complete it?

Data requests like these might be borderline plausible in a massive civil lawsuit where discovery can take two or three years. But not in an arbitration that a state commission has about four months to decide,² and where the Commission's rules contemplate seven days for discovery responses.³ And certainly not where, as Section 200.340 of the Commission's rules provides,

It is the policy of the Commission not to permit requests for information, depositions, or other discovery whose primary effect is harassment or which will delay the proceedings in a manner which prejudices any part or the Commission, or which will disrupt the proceeding.

Given the inordinate number of UCS' requests, and the unmanageable breadth of many of them, there can be no question but that the "primary effect" of the requests (whether intentionally

² The 1996 Act requires the Commission to conclude the arbitration nine months after negotiation was requested, and the petition for arbitration must be filed between 135 and 160 days after negotiation is requested. Nine months less 135-160 days leaves about four months between the filing of the petition and the issuance of the arbitration decision.

³ Yes, UCS, having served the discovery a week before Christmas did agree to extend the due date to the day after New Year's. In the scheme of things, it makes no difference that SBC Illinois had two weeks (over the holidays) rather than the usual one week to pull together its responses. Nor does it matter that UCS agreed to drop one sixth of its most pointless data requests; the 150 that remained were still beyond the pale.

or not) was to harass. And this becomes all the more clear when one takes into account the (at best) tenuous connection between many of UCS' data requests and the issues in this case. We discuss that below.

The Commission should deny UCS' motion to compel SBC Illinois to respond to UCS' oppressive and in large part irrelevant discovery requests. Contrary to UCS' assertions, **SBC Illinois has provided substantial information and documentation to UCS. Moreover, SBC Illinois offered to provide more, and is still willing to do so. During the parties' discussions concerning UCS' request and SBC Illinois' objections, SBC Illinois identified thirty requests (in addition to those to which it has responded) that it said it would answer in order to resolve the parties' discovery disputes.** That was an eminently reasonable offer, and SBC Illinois suggests that the ALJ either deny UCS' motion or resolve the motion by directing SBC Illinois to respond to those thirty requests.

Finally, UCS' accusation that SBC Illinois flouted the discovery rules by serving baseless objections and by failing to participate in good faith in the meet and confer process barely warrants a response. SBC Illinois' objections to UCS' misguided discovery not only were not baseless, but were, as we demonstrate below, well-founded. And **SBC Illinois met and conferred with UCS responsibly and in good faith in an effort to resolve the parties' differences.**⁴

II. ARGUMENT

A. UCS' Motion to Compel Responses to Irrelevant and Overly Burdensome Interrogatories and Document Requests Should Be Denied.

UCS' motion to compel is directed, in part, to 56 interrogatories and 58 document requests. All 114 of those items fall into one or more of the following categories:

⁴ **As SBC Illinois told UCS in the letter that is Exhibit B to UCS' motion, the account of the parties' discovery discussions in the letter that is Exhibit A to UCS' motion is not accurate. SBC Illinois also does not agree with depiction of those discussions in the motion to compel.** SBC Illinois does not belabor the point, however, because it believes the ALJ is not interested in refereeing a debate about who said what during those discussions.

- SBC Illinois has already responded – in some instances by stating it does not have the requested information
- the request is overly broad and unduly burdensome
- the information requested is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence
- SBC Illinois has indicated it is willing to respond, pursuant to an agreement or a ruling that requires SBC Illinois to respond to thirty specified interrogatories, data requests, and requests for admission.

Attached hereto are the matrices that were Appendix A and Appendix B to UCS’ motion to compel. SBC Illinois has added an additional column on the right of each appendix, which it has populated with remarks that indicate into which category(ies) each request falls and that also include appropriate elaboration. Below, we briefly address the first three categories.

1. Interrogatories/document requests to which SBC Illinois has responded

SBC Illinois has responded fully to a number of the interrogatories and document requests at issue – albeit in some instances by stating that it does not have the requested information. That is not good enough for UCS, however. It is instructive to see why

not. We will use Interrogatory 16 as an example. Interrogatory 16 asks:

State the number of retail end users and resellers that have exceeded the MAD at the highest revenue commitment tier since the inception of the MAD, the number of retail end users and resellers that have exceeded their MAD (regardless of the revenue commitment tier) since the inception of the MAD, and separately for each retail end user and reseller that has exceeded its MAD, identify the discounts received during each year of its commitment.

Not surprisingly, SBC Illinois does not keep records of how many end users or resellers have exceeded the MAD at the highest revenue commitment tier since the inception of the MAD, or records of the other information that interrogatory calls for. To be sure, it is conceivable that SBC Illinois might be able to figure out the answers to the interrogatory by assigning a team to

the project, scouring its records and writing a computer program to compile and analyze the requested information. SBC Illinois has no obligation to undertake such a project, however – it would be far too burdensome. Accordingly, SBC Illinois responded to the interrogatory as follows:

SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. Notwithstanding and without waiving this objection, SBC Illinois states that it does not have this information.

That should have been the end of the matter – **SBC Illinois does not have the information.** UCS, though, has nonetheless moved to compel SBC Illinois to provide the information it does not have. Why? Because, according to UCS, there is an inconsistency in SBC Illinois’ response. “At a minimum,” UCS asserts, “SBC’s objection must be stricken; it is inconsistent to claim that a request is “burdensome” while also claiming that SBC has no responsive information.” That contention is silly – there is no inconsistency. What SBC Illinois’ response means, of course, is that **(i) SBC Illinois does not have the information, and (ii) to the extent that SBC Illinois might be capable of somehow deriving the information from the records it does have, it would be unduly burdensome for SBC Illinois to do so.** There is nothing the least bit unusual or untoward about a response that says the request is unduly burdensome and that the respondent does not have the requested information. What is unusual and untoward is UCS’ pursuit of this interrogatory in the face of SBC Illinois’ response.

UCS’ treatment of Interrogatory 26 is similarly bizarre. In response to a request for information that no one could reasonably expect any company to maintain, SBC Illinois states that “it does not have this information.”⁵ Nonetheless, UCS’ motion is directed at Interrogatory

⁵ The interrogatory asks, “Please Identify each instance in which (i) an SBC customer changed service providers to a CLEC, (ii) the SBC Customer Service Record failed to show a termination liability, and (iii) SBC sought to impose a termination liability on that end user retail customer. For each such instance, please set forth: (i) The amount of termination liability required in the contract or tariff; (ii) the amount of termination liability that SBC

26. How, one wonders, does UCS deal this time with the fact that SBC Illinois does not have the requested information? By asserting, “UCS is surprised that SBC does not have this information.” UCS’ state of mind is hardly a basis for asking the Commission to compel SBC Illinois to produce information it does not have.

Needless to say, the Commission should deny UCS’ motion to compel responses to data requests to which SBC Illinois has already responded – including those to which SBC Illinois has responded by stating it does not have the requested information.

2. Overly broad and unduly burdensome interrogatories/document request

SBC Illinois properly objected to many of UCS’ interrogatories and document requests on the ground that they are overly broad and unduly burdensome. We gave a flavor of the ways in which the requests are overly broad and unduly burdensome at pages 2-3 above, where we quoted and commented on two of the interrogatories and two of the document requests. If an additional example would help drive this point home, consider Interrogatory 23:

Identify all audits of SBC’s books, records, data and other documents to verify the accuracy of SBC’s billing systems and invoices performed in the six years period prior to the date of your response pursuant to interconnection agreements with CLECs. Please identify whether discrepancies in bills and invoices were identified by the audit, and whether, as a result of the audit, there was a net adjustment in the charges paid or payable by the auditing party by an amount, on an annualized basis, greater than five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.

Ponder what that interrogatory – just one of UCS’ 184 initial data requests – asks for, and the time and expense it would take to respond to it. *All* audits during the last six years to verify the accuracy of *any* SBC billing system or invoice AND, for each audit, an identification of all

initially requested that the end user retail company pay; (iii) whether, when notified of the termination liability, the end user customer made a payment of termination liability and if so, the amount; (iv) whether, when notified of the termination liability, the end user determined to return to SBC, and (v) the number of days between SBC’s receipt of notice that the end user was switching its service from SBC to a CLEC and the end user’s receipt of notice from SBC of the termination liability.”

identified discrepancies and the ultimate resolution of the audit. And to what end? So that *maybe* UCS can make a couple of marginal arguments that are not likely to help the Commission resolve any of the arbitration issues in any event.⁶ Thus, the interrogatory is both absolutely burdensome – *i.e.*, **it would take a tremendous investment of time and money to respond to it** – and *unduly* burdensome – *i.e.*, the potential payoff for the investment is, at best, modest.

UCS contends that “SBC’s objections based on burden are improper, because the burden is not identified, and because SBC declined UCS’ invitation to discuss, on a request-by-request basis, how the request could be changed to reduce the alleged burden on SBC.” That contention fails, for several reasons: (1) the burden is in all or almost all instances self-evident; (2) no statute, rule or principle of law requires the party asserting an objection to describe the burden with more particularity than SBC Illinois did; and (3) **SBC Illinois did not decline a UCS invitation to discuss how to reduce the alleged burden.**

The attached matrices identify the interrogatories and document requests that are overly broad and unduly burdensome. Generally, the nature of the undue burden is apparent from the data request and/or the commentary in the right-hand column on the matrices. Two sorts of unduly burdensome requests, however, warrant additional discussion here: contention interrogatories and what we will refer to as unbounded document requests.

a. Contention Interrogatories

Thirty-three of UCS’ interrogatories are “contention interrogatories.” The contention interrogatories are two sorts. One asks SBC Illinois to state all the reasons why it contends something. For example:

⁶ UCS states, for example, “UCS believes SBC has problems with its billing systems that make it more likely that UCS will have to request an audit to determine the amount that it should be billed.” The accuracy or inaccuracy of UCS’ belief in that regard is at most tangentially related to the audit issue the Commission has been asked to decide.

Interrogatory 35:

Set forth all reasons why SBC contends that its interconnection agreement with UCS should not have a term longer than one year and Identify all Documents that support any of these reasons Interrogatory.

The other asks SBC Illinois to state whether it contends something. For example:

Interrogatory 55:

State whether SBC contends that UCS is entitled to the same discount that SBC provides to its retail end users when UCS purchases a volume-based discount offering from SBC for resale, set forth all reasons for such contention and Identify all Documents that support SBC's position.

Under the schedule that was set for this proceeding on December 24, 2003, SBC Illinois' responses and objections to UCS' data requests were due on January 2, 2004, exactly 17 days before the due date for SBC Illinois' prefiled testimony – testimony which would, of course, set forth SBC Illinois' positions and the reasons for them. It makes no sense – particularly in light of the constraints on discovery in interconnection arbitrations discussed above – to require a party to give a preview of its contentions and the reasons for its contentions 17 days before it is going to file its testimony. Indeed, SBC Illinois is aware of no instance in which this Commission has required any party to an arbitration to respond to contention interrogatories of this sort. Thus, SCB Illinois properly objected to UCS' contention interrogatories; typically, SBC Illinois objected that they were unduly burdensome and stated that its contentions, and the reasons for them (to the extent the requested contentions and reasons were relevant) would be “set forth in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and other submissions in this proceeding.”

UCS provided its position on contention interrogatories in the matrix attached to its motion to compel:

The propriety of contention interrogatories is expressly recognized under Fed. F. Civ. P. 33(c). Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the

Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC's discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references "other submissions" without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.

That is no basis for requiring a response to UCS' contention interrogatories. In the first place, the Federal Rules of Civil Procedure do not apply here, and there is no support for USC' contention interrogatories in this Commission's rules of practice or in its arbitration rules. And however appropriate such interrogatories might be in prolonged civil lawsuit of the sort governed by the Federal Rules – where there may be multiple rounds of discovery, including depositions, over a period of years before the actual trial testimony is introduced – they are not appropriate in a proceeding where the party's testimony, which will contain the party's contentions and the reasons therefore, is to be filed mere days after discovery responses are due. For the most part, **SBC Illinois' contentions and the reasons for those contentions are set forth in SBC Illinois' February 13, 2004 testimony – just as UCS' contentions and the reasons for those contentions are set forth in UCS' testimony.** The "other submissions" in which SBC Illinois may set forth additional contentions and reasons (depending on intervening developments) are, of course, SBC Illinois' rebuttal testimony and briefs. Contrary to UCS' implication, UCS had no right to those contentions and the reasons for them before it filed its initial round of testimony. *In fact, SBC Illinois had every right to tailor its contentions and the reasons for its contentions to UCS' testimony.* There is no reason to believe that UCS will be disadvantaged in any way by adhering to the normal process – the process to which every other petitioner in Illinois has adhered – whereby UCS will learn everything it needs to know about SBC Illinois' positions and the

reasons supporting them through SBC Illinois' testimony and briefs – the same means by which SBC Illinois will learn UCS' positions and the reason for them.

b. Unbounded document requests

Consider the following document request, and how SBC Illinois might go about foraging for documents that respond to it:

Document Request 32: Produce all Documents relating to the justification for, or effect of a MAD.

The problem, of course, is that such documents might be nowhere and they might be just about anywhere. If one reads the request broadly (as UCS presumably wishes), virtually any document in SBC Illinois' possession that makes any reference to a MAD qualifies, because just about any document that refers to a MAD can be seen as “relating to” the “effect” of a MAD. If, on the other hand, one reads the request narrowly to pertain only to documents that include explicit discussion of the justification or effect of a MAD, there may be few if any such documents. In either case, though, there is almost no limit to where SBC Illinois might be expected to search. This simply is not a manageable document request in an arbitration under the 1996 Act.⁷ And UCS propounded many such requests. Another example:

Document Request 42: Produce copies of all Documents that Relate to SBC's design of its Save and Winback offerings.

Even if such documents were relevant, which they are not, SBC Illinois could not reasonably be expected to locate, gather and produce copies of all documents that relate to the design of all Save and Winback offerings. Accordingly, SBC Illinois has objected to such unbounded document requests on the ground that they are unduly burdensome.

3. Irrelevant (or marginally relevant) interrogatories/document requests

⁷ Compare, for example, the following document request from one of the arbitrations identified on page 1 above: “Provide a copy of Ameritech Illinois' forecasts provided to its directory affiliate for each of the last three calendar years.” Documents like that, assuming, they exist, should not be hard to find.

The number and scope of UCS' data requests are symptoms of a fishing expedition. So are the connections between many of the requests and the issues in the case; the connections are thin or non-existent. For example:

Interrogatory 5: Set forth the wholesale discount rates that are applicable to the resale of ICBs in each state in which SBC is an ILEC and all reasons why SBC contends that these rates are correct including, but not limited to, references to any and all applicable Commission dockets, and identification of relevant Avoided Cost Studies and methodologies.

Irrelevant, in part because SBC Illinois has never contended that the wholesale discount rates for ICBs in each state in which SBC is an ILEC are "correct."

Interrogatory 39: Please Identify all ICBs that have been assumed by a CLEC for resale to the same end user that was previously receiving service from SBC under the ICB in Illinois and describe whether these ICBs were resold using section 5/13-509 of the PUA or some other process, and describe the applicable process.

Irrelevant, because SBC Illinois has agreed to make the ICBs available via website, which is what UCS wanted and which SBC has not previously done. Thus, it makes no difference what "other process" may have been used in the past to resell ICBs. On the matrix, UCS states that the information sought by this interrogatory is "relevant to determine whether the process suggested by SBC has been used and is viable." That is clearly wrong. How can a description of other processes shed light on the viability of the web-based process SBC Illinois has agreed to make available?

Document Request 73: Produce all Documents that Relate to any internal or externally requested audit results on SBC's Resale Services billing.

Irrelevant or marginally relevant. UCS contends in Appendix B that the requested information is "relevant to determining the accuracy of SBC's billing, which implicates (1) UCS' ability to timely file a dispute (Issue 22), (2) whether UCS would have to place in escrow dispute amounts that will be resolved in UCS' favor (Issue 7) and (3) the necessity and perhaps frequency of UCS requesting an audit to ensure it has been billed in accordance to the rates in the agreement (Issue 23)." In other words, UCS wants to search for a needle in a haystack so it can use the needle to make a tiny point that might relate to issues in the arbitration. The

haystack is *all* documents that relate to *any* audit of any aspect of SBC Illinois' resale billing. The needle would be evidence that SBC Illinois sent an incorrect resale bill. And the point would be, "SBC Illinois' resale billing systems are prone to error, so (for example) if SBC Illinois sends UCS a bill and UCS wants to dispute the bill, UCS should not have to put the disputed amount in escrow, because the dispute will probably be resolved in UCS' favor. Of course, if UCS did try to make that point, SBC Illinois could then put in vast volumes of evidence showing all the accurate bills it has sent, and we could have a trial within a trial concerning exactly how accurate SBC Illinois' billing systems are – just to shed a bit of light on an issue to which the accuracy of SBC Illinois' billing systems are only marginally relevant.

What is the significance of SBC Illinois' characterization of document request 73 as "irrelevant or marginally relevant?" Isn't information discoverable if it is marginally relevant? The answer is no, not if the burden of producing the haystack is disproportionate to the size of the point the needle can make if the needle is found. Thus, even if the ALJ were to conclude that some documents sought by this request might have some tangential bearing on the issues in the case, the ALJ nonetheless would properly deny the request for discovery on the ground that it is unduly burdensome.

The irrelevance of many of UCS' interrogatories and document requests is explained in the right-hand column of Appendices A and B.

* * *

In sum, UCS' interrogatories and document requests, to the extent SBC Illinois has not already responded to them, are unduly burdensome, both in the aggregate and individually, and are, in many instances, irrelevant to the matters at issue in this arbitration. Accordingly, UCS' motion to compel responses to those data requests should be denied. In the alternative, the ALJ should resold the motion by directing SBC Illinois to respond to the data requests that SBC Illinois has proposed to answer, which are identified on the attached appendices.

B. The Commission Should Sustain SBC Illinois' Objections to UCS' Response to Admit.

In addition to the 72 interrogatories and 84 document requests, UCS also served SBC Illinois with 28 Requests to Admit. SBC Illinois objected to them on several grounds, only one of which UCS addresses in its motion to compel. The ground that UCS addresses, as it appeared in SBC Illinois' objections, was that

requests for admissions are not appropriate in arbitration proceedings where there is a short time frame for the entire proceeding, and the 'default schedule' in the administrative rule provides only seven days to respond to discovery. Requests for admissions are not commonly used in ICC practice, and are unnecessary and inappropriate in this proceeding. If applicable, Illinois S. Ct. Rule 216 provides 28 days for parties to respond to requests for admission. Given the shorter time in an arbitration proceeding, requests for admission are inappropriate.

SBC Illinois continues to believe that requests to admit are generally inappropriate in arbitration proceedings (especially when there are 28 of them, coupled with 156 interrogatories and document requests). More important for present purposes, however, is that SBC Illinois also objects to UCS' Requests to Admit on the grounds that they were "unduly burdensome [and] not relevant" – objections that UCS fails to mention in its motion to compel.

Many of UCS' Requests to Admit plainly are unduly burdensome. No. 8, for example, asks SBC Illinois to admit that "SBC has offered and sold its CompleteLink Save produce without first receiving from the retail end users a copy of the proposal given by a competing carrier." Counsel for SBC Illinois does not know whether the correct answer is "admitted" or "denied." If "denied" is the correct answer, though, it would take a tremendous amount of research to determine that fact. Likewise, it could take a tremendous amount of research to determine that the correct answer is "admitted." In fact, the only scenario in which it would not be unduly burdensome to respond to the request would be if the person making the internal

inquiry were lucky enough to quickly find someone who knew of an instance in which a sale of the sort described in the request had occurred.

Since UCS does not address SBC Illinois' separate relevance objection to the Requests to Admit, there is no telling why (or even if) UCS believes each Request to Admit is relevant. Many of them, however, clearly are not. No. 25, for example, asks SBC Illinois to admit that "SBC stated to UCS during negotiations with UCS that section 13-509 provided UCS a substantive right to resell ICBs." Since section 13-509 either does or does not give UCS such a right, it is difficult, to say the least, to imagine how anything that SBC Illinois did or did not say to UCS on that score could affect the Commission's resolution of any issue in this case.

During the parties' discussions of UCS' data requests, SBC Illinois offered to answer nine of the Requests to Admit (along with the 21 interrogatories and document requests to which SBC Illinois offered to respond in order to resolve the parties' discovery differences).

Notwithstanding that UCS' motion to compel offers no response to SBC Illinois' objections that the Requests to Admit are unduly burdensome and irrelevant, SBC Illinois continues to be willing to answer those nine, namely, numbers 1, 3, 4, 9, 10, 13, 19, 23 and 28. SBC Illinois again urges the ALJ to order the reasonable resolution of UCS' motion that SBC Illinois has proposed.

In any event, there is no basis on which the Commission could deem the Requests to Admit admitted, as UCS proposes. As the authorities cited by UCS make clear, a request to admit may be deemed admitted if the party on which they are served neither responds to them nor objects to them, but SBC Illinois objected to UCS' Requests to Admit. And SBC Illinois' objections not only were made in good faith, but were in fact sound and should be sustained.⁸

⁸ UCS suggests that the Commission can deem requests to admit admitted if the party on which they are served objects to them, but not in good faith. (Motion at 7.) UCS is wrong. Apart from the fact that SBC Illinois'

C. UCS Should Not Be Allowed to File Supplemental Testimony.

If the ALJ resolves UCS' motion to compel in the way that SBC Illinois has proposed, SBC Illinois will be responding to thirty data requests to which SBC Illinois has not previously responded. UCS asks that it be allowed to file an additional round of testimony to address the information it receives from SBC Illinois. That request should be denied.

UCS' request assumes that UCS will want to make the information that SBC Illinois provides part of UCS' case. There is no telling to what extent that will prove to be the case; UCS may find that little or none of the additional information it receives actually bolsters its claims. To the extent that UCS does want to make use of additional data request responses it receives from SBC Illinois, it can do so by, among other things, (1) introducing the responses into evidence; (2) using the responses when it cross-examines SBC Illinois' witnesses; and (3) discussing the responses in its briefs. There is no reason to believe that UCS will need to have its witnesses speak to the data request responses – and to the extent it does, it may well be able to accomplish that in the surrebuttal testimony that is already scheduled for April 8, 2004.

UCS' request for additional round of testimony should therefore be denied. If UCS actually determines, after it receives additional information from SBC Illinois, that it wants to make affirmative use of that information and that it would be prejudiced if it is not allowed to do so by having its witnesses address the information, UCS can then renew its request, and the ALJ can consider it in a concrete context, rather than in the purely speculative mode in which the request is now presented.

D. UCS is not Entitled to Attorneys' Fees.

objections were in good faith, there is no authority – certainly not either of the cases cited by UCS – for the proposition of law that UCS suggests. Quite the contrary, Ill. Sup. Ct. Rule 216(c), on which UCS relies, makes clear that a request is not deemed admitted in any instance in which the party to whom the request is directed serves “written objections on the ground that some or all of the requested admissions are...irrelevant or that the request is otherwise improper in whole or in part.” That is exactly what happened here.

UCS' request for attorney fees under Illinois Supreme Court Rule 219(a) must be denied for at least three reasons:

1. Rule 219(a) allows for attorneys' fees only when a party's refusal to respond to interrogatories or failure to comply with a document request is "without substantial justification." As we have demonstrated, SBC Illinois' objections were, at a minimum, substantially justified.

2. Rule 219(a) applies only to civil and criminal proceedings (*see* S. Ct. Rule 1. (West 2004)); this Commission has not adopted or otherwise made rule 219(a) applicable to Commission proceedings.

3. No ICC rule authorizes an award of attorney fees where a party fails to respond to interrogatories or document requests.

III. CONCLUSION

The Commission should deny UCS' motion to compel and should direct SBC Illinois to provide responses to those interrogatories, document requests and requests to admit to which SBC Illinois has proposed to respond in this pleading.

APPENDIX A

Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position
5	<p>Set forth the wholesale discount rates that are applicable to the resale of ICBs in each state in which SBC is an ILEC and all reasons why SBC contends that these rates are correct including, but not limited to, references to any and all applicable Commission dockets, and identification of relevant Avoided Cost Studies and methodologies.</p>	<p>SBC Illinois objects to this request to the extent that it requests information for states other than Illinois. ***SBC has designated this response “Proprietary and Confidential. UCS therefore removed one sentence from the response.*** The reasons that SBC contends that these rates are reasonable will be set forth in its testimony that will be filed on January 19, 2004.</p>	<p>This is relevant to Issue No. 3. It is a reasonable contention interrogatory. It addresses whether the ICC has reviewed the issue of avoided cost for ICBs resold to new end users, which SBC represented during negotiations that the ICC had. SBC’s response would either verify or impeach that representation. In negotiations with UCS, SBC has contended that it is relevant that the Michigan Public Service Commission has set a discount rate of 4.65%, thus contradicting its objection to information concerning the wholesale discount rates in other SBC states.</p> <p>The Indiana Utility Regulatory Commission has also found that (“IURC”) that tariffed services in ICBs would be subject to the 21.46% wholesale discount for resellers that purchase operator and directory services. Moreover, the IURC rejected a proposed Ameritech wholesale discount of 3.39% for assumed ICBs in 2001 because it did not comply with the IURC’s wholesale discount requirements. Information from states other than Illinois is also relevant because historically SBC generally employs the same cost studies across the five states in its Midwestern operating region and maintains that its work activities and methods and processes are the same. As such, this information would be extremely relevant to (1) understand what SBC has maintained with respect to the discount rates that apply to ICBs that are assumed and resold, (2) understand the activities, methods and processes with respect to SBC’s sale and implementation of an ICB, and (3) impeach SBC on what it maintains in the current arbitration. Furthermore, SBC improperly stated that certain</p>	<p>The sentence of SBC Illinois’ response that UCS deleted provides the wholesale discount rate for ICBs in Illinois, which is relevant.</p> <p>SBC Illinois has not contended that the wholesale discount rates for the resale of ICBs in each of the thirteen states in which an affiliate of SBC Illinois is an ILEC is “correct” (whatever that means), so the reasons (if any) why SBC Illinois would make such a contention are irrelevant. In addition, the overbreadth of the interrogatory (“references to any and all applicable state commission dockets” and identification of all “relevant Avoided Cost Studies and methodologies” in each state) is plain on the face of the interrogatory. Furthermore, the possible verification or “impeachment” of representations that SBC Illinois allegedly made to UCS during the course of the parties’ negotiations is patently irrelevant to the resolution of the issues in this arbitration.</p>

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Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position
			<p>information would be set forth in testimony. This is inappropriate because, as discussed more fully in UCS' brief, under the ICC rules UCS is entitled to receive SBC's discovery prior to filing its testimony.</p>	
6	<p>Please state the number of ICBs that SBC entered into with customers during each calendar quarter from August 8, 1996 to the present in the state of Illinois.</p>	<p>SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.</p>	<p>This is relevant to Issue Nos. 1-4. UCS contends that as competition has taken hold in Illinois, SBC has increased its reliance on off-tariff or ICB offerings to provide more competitive offerings and that SBC has to date shielded those ICB contracts from its resale obligations contrary to applicable law. UCS' request is relevant to show how SBC has steadily increased its reliance on ICBs over time, including creating a relatively new category of ICBs, which UCS refers to in its Petition as "generic ICBs," and to demonstrate the extent to which excluding ICBs from resale (or allowing them to be resold only at a reduced avoided cost discount) would impede resale competition in Illinois. The answer to this request will show whether SBC has expanded its offering of ICBs from "traditional custom" ICBs that were based on an end user's special circumstances to "generic" ICBs that are not based on any special circumstances. The FCC has found information regarding the number of ICBs entered into relevant to determine if an ILEC is seeking to "avoid the statutory resale obligation by shifting their customers to nonstandard offerings, thereby eviscerating the resale provisions of the 1996 Act." <i>See, In the Matter of Application of BellSouth Corporation, et al. Pursuant to Section 271 of the Communications Act of 1934, as Amended, to Provide In-Region, InterLATA Services in South</i></p>	<p>SBC Illinois is willing to respond to this interrogatory (for calendar years 2001 - 2003 and pursuant to an agreement or a ruling that requires SBC Illinois to respond only to certain specified interrogatories, data requests, and requests for admission).</p>

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Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position
			<p><i>Carolina</i>, CC Docket No. 97-208, FCC 97-418, Memorandum Opinion and Order, 13 FCC Rcd. 539, at ¶ 224 (1997) (“<i>BellSouth South Carolina 271 Order</i>”).</p> <p>The answer to this request will also provide relevant information that will contribute to the reasonableness of the mechanism by which UCS has proposed SBC provide notice of its ICBs.</p>	
8	<p>Please identify the criteria SBC uses in determining when to offer retail end users ICBs that include any initial billing increments of less than one minute for Band A and/or Band B usage</p>	<p>SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence. SBC Illinois further objects to this data request on the basis that it seeks information regarding SBC’s business strategy that is not only confidential and proprietary but also highly sensitive from a competition standpoint, and such information could not be adequately protected by an agreement to keep such information confidential.</p>	<p>This is relevant to Issue Nos. 1-4. The information called for in this Interrogatory pertains to UCS’ contentions regarding “generic” ICBs and UCS’ repeated requests to SBC regarding the circumstances under which it will make available sub-minute increment billing. SBC’s contention that the information is too sensitive to produce is not a valid objection for two reasons. First, the parties have entered a non-disclosure agreement designed to protect just such sensitive information. If SBC believes that this agreement provides inadequate protection for the information called for by this Interrogatory, the proper remedy is for it to propose a stronger non-disclosure agreement, not to withhold relevant information from discovery. Second, as UCS demonstrates in its Petition, this is the kind of information UCS must have access to in order to resell ICBs. UCS cannot resell ICBs without knowing the criteria that govern which end users are eligible to purchase the ICB. This information is also relevant as to whether any restriction SBC seeks to place on the resale of an ICB with sub-minute billing increments is consistent with 47 CFR § 51.613(b). Further, certain SBC retail end users have provided UCS with retail SBC bills that indicate sub-minute increment billing but UCS has been unable</p>	<p>SBC Illinois is willing to respond to this interrogatory (pursuant to an agreement or a ruling that requires SBC Illinois to respond only to certain specified interrogatories, data requests, and requests for admission.) (NOTE: SBC Illinois has moved to strike UCS testimony that pertains to the matters at which this interrogatory is directed, on the ground that those matters are not within the scope of this arbitration.) SBC Illinois’ conditional willingness to respond to this interrogatory is not in any way in derogation of SBC Illinois’ position that those matters are not within the scope of this arbitration.)</p>

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Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position
			to identify any USOC or other indicator on those end users' CSRs that would provide any indication as to why those end users received the sub-increment billing. This problem is further exacerbated by SBC's requirement that its retail end users not disclose their ICB contracts to any third party, including CLECs.	
9	Please identify the criteria SBC uses to determine whether to offer a retail end user an ICB or a tariffed offering.	SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding this objection and without waiving it, SBC Illinois states that some of the criteria are the competitive offering, the package of LEC services the retail end user has, and the volume of services involved.	<p>This is relevant to Issue Nos. 1-4. SBC's partial answer is so broad as to be virtually nonresponsive. This is relevant to UCS' contention that SBC uses ICBs - - especially "generic" ICBs - - not to meet the special needs of certain end users, but instead to make whatever offer it needs to win an end user from a CLEC. It is also relevant to understand whether the criteria, if any, that formed the basis for SBC extending the ICB offering to the end user can also be used as a restriction by which SBC can prevent UCS from reselling the applicable ICBs to new end users. (See UCS' Proposed Definition of "Similarly Situated End User" See Petition at 21, Appendix Resale at § 3.3) If discovery shows that there is no material condition or other economic justification on which SBC based the offering to its end user, SBC should not be permitted to impose unreasonable conditions on the resale of an ICB. This information is also relevant to determining the wholesale discount for the resale of ICBs to new end users.</p> <p>The answer provided, subject to the objection, is so vague as to be useless. Moreover, by using the word "some," SBC demonstrates that its answer is incomplete.</p>	SBC Illinois is willing to respond further to this interrogatory (pursuant to an agreement or a ruling that requires SBC Illinois to respond only to certain specified interrogatories, data requests, and requests for admission.)

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Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position
11	Please identify each step or work activity SBC takes to market, sell, execute an agreement, provision and bill a retail end user that purchases a volume discount plan or promotion made available via (i) tariff and (ii) an ICB.	SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	This is relevant to Issue Nos. 1-4. This is a critical question because it goes directly to the issue of what activities are avoided when a volume discount plan or promotion is resold via a tariffed offering or an ICB, and thus whether the avoided cost percentage for ICB offerings is comparable to the avoided cost percentage for tariffed offerings. This inquiry is, consistent with Section 252(d) of the Act, the principal determinant in establishing the interim avoided cost discount for ICBs requested by UCS in Issue 3.	Much of the information requested by this interrogatory is irrelevant, because it concerns steps and work activities performed in the retail context that are <i>not</i> avoided in the wholesale context. All that is pertinent to an avoided cost determination is the costs that <i>are</i> avoided, and those costs are addressed in the testimony of SBC Illinois witness Anthony Cohen. In addition, the information that SBC Illinois provided on February 6, 2004, in response to document requests 5 and 7 contains information responsive to this request.
13	Set forth the minimum criteria by which SBC will offer a retail customer a billing increment of less than one minute for Local Usage (e.g., Band A and/or Band B).	SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence. SBC Illinois further objects to this data request on the basis that it seeks information regarding SBC's business strategy that is not only confidential and proprietary but also highly sensitive from a competition standpoint, and such information could not be adequately protected by an agreement to keep such information confidential.	This is relevant to Issue Nos. 1-4. SBC's contention that the information is too sensitive to produce is not a valid objection, for the reasons stated in UCS' Rationale for Motion to Compel response to Interrogatory 8. Moreover, SBC has freely disclosed this information in recent negotiations with UCS. In terms of relevance, <i>see</i> UCS' Rationale for Motion to Compel response to Interrogatory 8. This question supplements Interrogatory 8 as the criteria requested also include tariff offerings. SBC provides sub-increment billing on tariff offerings other than those that specifically identify that sub-minute increment billing will be applied. And, as noted in UCS' Rationale for Motion to Compel response to Interrogatory 8, SBC provides no USOC or other indicator that would enable UCS to identify which Resale	SBC Illinois is willing to respond to this interrogatory (pursuant to an agreement or a ruling that requires SBC Illinois to respond only to certain specified interrogatories, data requests, and requests for admission.) (NOTE: SBC Illinois has moved to strike UCS testimony that pertains to the matters at which this interrogatory is directed, on the ground that those matters are not within the scope of this arbitration. SBC Illinois' conditional willingness to respond to this interrogatory is not in any way in derogation of SBC Illinois' position that

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			Services offer sub-increment billing. Accordingly, the only method by which UCS can establish which services offer sub-minute increment billing, is through discovery.	those matters are not within the scope of this arbitration.)
14	For each retail customer that has a billing increment of less than one minute for Local Usage, identify (i) each specific Telecommunications Service on which that increment is offered and (ii) the differences in any rates, terms and conditions between the offered service and the tariff offering.	SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	This is relevant to Issue Nos. 1, 2 and 4. SBC has, at times, maintained that it does not offer sub-minute increment billing on an ICB basis. UCS, however, has end user bills that show sub-minute increment billing that does not correspond to a tariffed rate. UCS also believes SBC does not always indicate in the ICB that the end user is receiving sub-minute increment billing, because it has seen bills that have six-second billing with no mention of such billing in the ICB. In addition, SBC has admitted during negotiations that it does not identify in its tariffs or resale notifications when sub-minute increment billing is applied. See UCS' Rationale for Motion to Compel response to Interrogatory 13.	SBC Illinois is willing to respond to this interrogatory (part (i) only, and not for each individual customer, pursuant to an agreement or a ruling that requires SBC Illinois to respond only to certain specified interrogatories, data requests, and requests for admission.) (NOTE: SBC Illinois has moved to strike UCS testimony that pertains to the matters at which this interrogatory is directed, on the ground that those matters are not within the scope of this arbitration. SBC Illinois' conditional willingness to respond to this interrogatory is not in any way in derogation of SBC Illinois' position that those matters are not within the scope of this arbitration.)
15	Identify the respective dates on which SBC introduced each tariffed service that included a MAD.	SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	This is relevant to Issue Nos. 9 and 12. This Interrogatory serves a number of purposes. First, UCS seeks to show that MADs were introduced after TA96 and after competition started to take root. Second, UCS seeks to show that once MADs were introduced, the number of ICBs started to increase as SBC retail end users, especially at the higher tiers of revenue commitment, were migrated from tariff offerings that include a restrictive MAD to ICBs, thus demonstrating that	SBC Illinois does not maintain the information this interrogatory seeks, and believes that UCS can reconstruct that information as readily as SBC Illinois can based on public records. In addition, UCS' relevance arguments show only that the information UCS seeks is at best tenuously related to the issues in this

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			<p>SBC has been using the combination of MADs and ICBs to evade its obligations to offer services for resale at an avoided cost discount under Sections 251(c)(4) and 252(d)(3) of the Act.</p>	<p>arbitration. UCS seeks the information so that it can argue that certain first level inferences can be drawn, based upon which UCS will ask the Commission to draw a second level inference about SBC Illinois’ motivations, which are at best marginally relevant to the arbitration issues.</p>
16	<p>State the number of retail end users and resellers that have exceeded the MAD at the highest revenue commitment tier since the inception of the MAD, the number of retail end users and resellers that have exceeded their MAD (regardless of the revenue commitment tier) since the inception of the MAD, and separately for each retail end user and reseller that has exceeded its MAD, identify the discounts received during each year of its commitment.</p>	<p>SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. Notwithstanding and without waiving this objection, SBC Illinois states that it does not have this information.</p>	<p>This is relevant to Issue No. 12. At a minimum, SBC’s objection must be stricken; it is inconsistent to claim that a request is “burdensome” while also claiming that SBC has no responsive information.</p> <p>UCS seeks to compel a more forthcoming answer because this information would show: (1) the extent to which the MAD truly comes into effect on the retail side and how its operations compares to resale, and (2) whether SBC is in fact limiting its end users to a maximum annual discount or whether SBC waives the MAD for retail end users. UCS seeks to show that the highest revenue tier might be proportionally discriminatory versus the lower tiers, which pertains to the economic rationale for a MAD at a lower tier but not at the highest tier.</p>	<p>SBC Illinois has responded to this interrogatory by stating it does not have the requested information. It is conceivable that SBC Illinois could construct the requested information by the expenditure of many person/hours, but SBC Illinois cannot properly be required to undertake such an effort, because it would be unduly burdensome. SBC Illinois further explains in its Response to Motion to Compel (at p. 5-6) why UCS is mistaken when it contends it is inconsistent for SBC to claim the request is “burdensome” while also claiming that SBC does not have the information it calls for.</p>
17	<p>State how many SBC retail business end users have as of the date of your response, a MARC (through tariff or ICB) in excess of \$150,000.</p>	<p>SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject</p>	<p>This is relevant to Issue Nos. 1-4 and 10 and 12. This is relevant to the question of how SBC treats its largest end users, and how many end users of that size have subscribed to an offering that requires a MARC. This is relevant to also determine, based on SBC’s responses to other requests, whether SBC imposes</p>	<p>SBC Illinois is willing to respond to this interrogatory (pursuant to an agreement or a ruling that requires SBC Illinois to respond only to certain specified interrogatories, data requests, and requests</p>

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		<p>matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.</p>	<p>a MAD or similar restriction on end users that make a significant MARC of \$150,000 or more. Further, this inquiry is also relevant to demonstrate that SBC's tariffed offerings are not targeted at larger end users but that the larger end users are served by ICBs, which is relevant to determine if the MAD at the highest revenue tiers is an unreasonable restriction on the resale of the tariff offerings.</p>	<p>for admission.)</p>
19	<p>For each retail end user and reseller purchasing services with a MAD, provide the effective percentage discount such end user and reseller received; <i>i.e.</i>, divide the MAD by the total amount of Eligible Services purchased by such end user/reseller.</p>	<p>SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.</p>	<p>This is relevant to Issue Nos. 12 and 13. The information requested in this Interrogatory would show whether SBC is treating its retail end users differently from its resellers. Moreover, UCS believes it will show that (i) SBC, by using "generic ICBs" and the other devices complained of in UCS' Petition, is able to effectively offer a greater discount to end users than it allows UCS to resell, and (ii) SBC rarely allows the MAD to actually limit an end user's discount. In addition, UCS believes that through one or more devices, SBC is providing retail end users a higher effective discount than that permitted by the MAD. Information responsive to this request would prove or disprove UCS' theory.</p>	<p>The information sought by this interrogatory is at best marginally relevant (for reasons similar to those set forth above with respect to interrogatory 15). Relevant or not, however, it would be absurdly burdensome for SBC Illinois to respond to this interrogatory; SBC Illinois would have to perform a separate analysis for each and every one of (at the very least) hundreds of end users/resellers.</p>
20	<p>State the number of Save and Winback offerings (through tariff or ICB) that (i) SBC has sold to its retail end users and (ii) CLECs have sold to their end users.</p>	<p>SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding and</p>	<p>This is relevant to Issue No. 15. The information requested in this Interrogatory is relevant to show the effect of SBC's discriminatory design of its retail and resale Save and Winback offerings. UCS believes that SBC's creation of a class discrimination set up by such offerings provides an offering that can be used by SBC in a retail context on a more frequent basis than a CLEC may use in the resale context.</p> <p>Again, SBC's "burdensomeness" objection must be stricken with</p>	<p>SBC Illinois is willing to respond to interrogatory 20(i) (for calendar years 2002-2004, and pursuant to an agreement or a ruling that requires SBC Illinois to respond only to certain specified interrogatories, data requests, and requests for admission.)</p> <p>With respect to 20(ii), SBC Illinois has responded to this</p>

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		without waiving these objections, SBC Illinois states that it does not have information on the number of Save and Winback offerings that CLEC's have sold to their end users.	respect to Save and Winback offerings sold by CLECs; a request cannot be burdensome where the responding party claims to have no responsive information.	interrogatory; it does not have the requested information. SBC Illinois explains in its Response to Motion to Compel (at p. 5-6) why UCS is mistaken when it contends it is inconsistent for SBC to claim the request is "burdensome" while also claiming that SBC does not have the information it calls for.
21	For each ICB SBC currently provides, state the number of customers whose previous purchase of telecommunications services was through (i) SBC tariff offerings, (ii) an SBC ICB and (iii) a CLEC.	SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. Notwithstanding and without waiving these objection, SBC Illinois states that it does not have the information requested.	This is relevant to Issue Nos. 1-4. UCS believes SBC offers ICBs as a competitive tool to win end users and makes available ICBs on a more frequent basis in a majority of instances, irrespective of an end user's Material Conditions (<i>i.e.</i> , special characteristics) that would qualify the end user for the ICB. Information from this request will show the great reliance SBC has placed on ICBs to provide an unfair competitive advantage in the marketplace. It is highly unlikely that SBC cannot determine this information.	SBC Illinois has responded to this interrogatory; it does not have the requested information. Even if SBC Illinois could somehow determine the requested information (as UCS presumes) by the expenditure of many person/hours, SBC Illinois cannot properly be required to undertake such an effort, because it would be unduly burdensome.
22	Identify each function in the Operations Support Systems ("OSS") which allows an SBC retail Customer Service Representative to access information regarding ICBs, including any USOC descriptions of ICB rates, terms and conditions and/or ICB contract terms, and the specific information which can be accessed with each function.	SBC Illinois retail customer service representatives do not have access to information regarding ICBs, including rates, terms and conditions. Service representatives do have access to an intranet web site that provides information on the various tariffed promotions that are available for various products.	This is relevant to Issue Nos., 16 and 18. UCS seeks to understand "parity," and the information called for herein goes directly to what SBC provides at retail. SBC has refused to give UCS non-discriminatory access to the data in SBC's OSS. UCS believes, but cannot confirm without discovery, that SBC provides its retail Customer Service Representatives information on its end users' ICBs. If so, UCS requires this information because SBC precludes UCS from gaining access to information on ICBs that is necessary to market to an	SBC Illinois has answered this interrogatory. As is apparent on the face of the interrogatory and SBC Illinois' response, UCS is mistaken when it contends otherwise.

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			<p>existing SBC end user: SBC precludes the end user from providing its ICB contract to UCS and SBC refuses to provide a copy of an ICB contract if requested by UCS through an LOA.</p> <p>SBC's answer is simply non-responsive; it improperly recasts the Interrogatory as asking only for information regarding ICBs, which includes rates, terms and conditions. UCS' Interrogatory was phrased in the disjunctive. UCS has asked for OSS information concerning ICBs, whether that information relates to USOC descriptions, terms <i>or</i> conditions.</p>	
23	<p>Identify all audits of SBC's books, records, data and other documents to verify the accuracy of SBC's billing systems and invoices performed in the six years period prior to the date of your response pursuant to interconnection agreements with CLECs. Please identify whether discrepancies in bills and invoices were identified by the audit, and whether, as a result of the audit, there was a net adjustment in the charges paid or payable by the auditing party by an amount, on an annualized basis, greater than five percent (5%) of the aggregate charges for the audited services during the period covered by the audit.</p>	<p>SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome.</p>	<p>This is relevant to Issue Nos. 22 and 23. UCS believes that, if it is forced to pay for audits, even where those audits ultimately prove substantial overcharges, it would in fact be paying a premium to police SBC's compliance with the Agreement. Furthermore, UCS believes SBC has problems with its billing systems that make it more likely that UCS will have to request an audit to determine the amount that it should be billed.</p> <p>This inquiry is also relevant to Issue 7. UCS believes that if the response to this request demonstrates that SBC has chronic problems in billing correctly, it will simultaneously show that SBC should not be able to force UCS to create an escrow every time there is a billing dispute, because the billing dispute is overwhelming likely to ultimately be resolved in favor of UCS.</p>	<p>This interrogatory is ridiculously overbroad and burdensome on its face. No further commentary is required.</p>

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24	Please describe in detail the types of Customer Service Record information and information about ICBs and retail services (“Information”) that are available to SBC’s employees and representatives engaged in sales or marketing of local telephone service to end user retail customers and the methods available for such SBC employees and representatives to access each such type of Information. In describing the methods available for such SBC employees and representatives to access each such type of Information, set forth the approximate average interval between the time when the SBC employee or representative requests the type of Information and when that type of Information is made available to the requester.	See response to data request 22. There is not an average interval between the time a request for ICB is made and when a response is provided. The interval is dependent upon the product and the complexity of the ICB. In the past, intervals have been between 2 and 25 days.	<p>This is relevant to Issue No. 16. UCS seeks to understand “parity,” and the information called for herein goes directly to what SBC provides at retail. See UCS’ Rationale for Motion to Compel response to Interrogatory 22. Furthermore, SBC’s request is nonresponsive because SBC refused to provide the requested average time. It is not possible that when a number of data points exist (as SBC concedes by stating that they range from 2 to 25 days) that an “average” of those data points does not exist.</p> <p>Moreover, the information given in response to Interrogatory 22 was, as discussed above, not responsive to that Interrogatory, and it is even less responsive to Interrogatory 24. The response to Interrogatory 22 stated only that one narrow category of information was not available to SBC’s customer service representatives. Interrogatory 24 asks about other specific categories of information available to those representatives.</p>	<p>The irrelevance of this interrogatory is evident when one looks at Issue 16 and the disputed language it concerns. Issue 16 simply asks whether the Agreement should require SBC Illinois to provide nondiscriminatory information to OSS information, and the only disputed contract language relating to this issue (General Terms and Conditions section 3.1.9) simply concerns whether SBC Illinois will be required to make available to UCS on CSRs the same information (whatever that information may be) that is available to SBC Illinois’ retail representatives. The broad information requested by the interrogatory has no bearing on the resolution of that Issue or that contract language dispute (especially since UCS is not even proposing that the interconnection agreement identify what information should appear on a CSR.)</p> <p>Average time intervals are even more patently irrelevant. Issue 16 has nothing to do with time intervals.</p>
25	Set forth all reasons why SBC contends it should be permitted to retain the right to unilaterally modify a contract it has	The reasons, to the extent this request is relevant, will be set forth in SBC Illinois’ forthcoming Response to UCS’ Petition for	This is relevant to Issue No. 25. It is a reasonable contention interrogatory. The propriety of contention interrogatories is expressly recognized under Fed. R. Civ., P. 33(c). UCS contends	SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp.

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	<p>entered into with UCS for resale of tariffed services by changing the underlying tariff and thereby changing the MARC, MAD, volume discount and other terms of the UCS contract and identify all Documents that support any of these reasons.</p>	<p>Arbitration and in SBC Illinois’ testimony and other submissions in this proceeding.</p>	<p>that SBC should not retain the right to unilaterally modify a contract it has entered into for resale of tariffed services by changing the underlying tariff. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC’s discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references “other submissions” without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.</p>	<p>9-11 of SBC Illinois’ Response to Motion to Compel.</p>
26	<p>Please Identify each instance in which (i) an SBC customer changed service providers to a CLEC, (ii) the SBC Customer Service Record failed to show a termination liability, and (iii) SBC sought to impose a termination liability on that end user retail customer. For each such instance, please set forth: (i) The amount of termination liability required in the contract or tariff; (ii) the amount of termination liability that SBC initially requested that the end user retail customer pay; (iii) whether, when notified of the termination liability,</p>	<p>SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. Notwithstanding this objection and without waiving it, SBC Illinois states that it does not have this information.</p>	<p>This is relevant to Issue Nos. 6, 18, and 25. This information pertains to Section 3.6 of the GT&C. The Commission awarded in <i>McLeodUSA Telecommunications Services, Inc., Petition for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Illinois Bell Telephone Company (Ameritech Illinois) pursuant to Section 252(b) of the Telecommunications Act of 1996</i>, Docket No. 01-0623, at 34-38 (Jan. 16,2002) (“McLeod Arbitration Decision”) language that parallels UCS proposed Section 3.6 in the GT&C yet SBC has refused to agree to the provision. UCS seeks to show that SBC has imposed a termination liability where SBC’s CSR indicated to a CLEC that none would be charged. This information would support UCS’ argument that the Agreement must prevent SBC from doing this. Notwithstanding that, given that</p>	<p>SBC Illinois has responded to this interrogatory by stating it does not have the requested information. It is neither here nor there that UCS is, as UCS states, “surprised that SBC does not have this information.”</p>

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	<p>the end user customer made a payment of termination liability and if so, the amount; (iv) whether, when notified of the termination liability, the end user determined to return to SBC, and (v) the number of days between SBC's receipt of notice that the end user was switching its service from SBC to a CLEC and the end user's receipt of notice from SBC of the termination liability.</p>		<p>the factual circumstances described in the Interrogatory is the basis upon which the Commission awarded language in the McLeod Arbitration Decision consistent with UCS' proposed Section 3.6, UCS is surprised that SBC does not have this information.</p>	
27	<p>Set forth all reasons why SBC contends that if SBC's Customer Service Records incorrectly show no termination liability, and the end user relies upon that information in choosing to switch its service to UCS, the end user should nevertheless be required to pay the termination liability, and should be denied the option of switching back to SBC at no cost, and Identify all Documents that support any of these reasons.</p>	<p>The reasons, to the extent this request is relevant, will be set forth in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and other submissions in this proceeding.</p>	<p>This is relevant to Issue No. 6. It is a reasonable contention interrogatory. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC's discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested, including but not limited to an identification of all documents that support SBC's position. SBC also vaguely references "other submissions" without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.</p>	<p>SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to Compel.</p>
34	<p>For each interconnection agreement that SBC has entered into with a CLEC since</p>	<p>SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome.</p>	<p>This is relevant to Issue No. 19. UCS limits this motion to the information called for in subsections (i) through (iv). UCS presumes that this</p>	<p>Now that UCS has made the scope of this interrogatory manageable by saying it will forego (v) and</p>

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	<p>February 8, 1996 that has a term longer than one year, identify the agreement and provide the following information: (i) the name of the CLEC; (ii) the effective date of the agreement; (iii) the term of the agreement; (iv) whether the agreement was adopted by negotiation, arbitration or pursuant to 47 U.S.C. §252(i); (v) all problems SBC has experienced as the result of the agreement having a term longer than one year; and (vi) with respect to all problems identified in subparagraph (vii), above, what steps (if any) SBC took to utilize an “intervening law,” “applicable law,” or “change of law” provision to mitigate the problem and the success of those steps.</p>	<p>Notwithstanding and without waiving this objection, interconnection agreements between SBC Illinois and other carriers are publicly available documents that UCS is able to obtain for itself. Agreements can be found at the ICC website, www.icc.state.il.us. SBC Illinois also objects to producing these documents on that basis.</p>	<p>information is readily available to SBC, likely in a single document. On the other hand, it is overly burdensome for UCS to review the ICC website for filed interconnection agreements (as opposed to amendments), download those documents through the multiple files presented on the ICC website, and then review them all. Moreover, not all agreements are available on e-docket. In addition, the information called for in subparagraph (iv) might not be available on the ICC website for all agreements and would require UCS to review all Petitions for Approval that have been filed with each agreement.</p>	<p>(vi), SBC Illinois is willing to respond to this interrogatory (pursuant to an agreement or a ruling that requires SBC Illinois to respond only to certain specified interrogatories, data requests, and requests for admission) by producing to UCS a single document that contains as much of the information in (i) through (iv) as SBC Illinois maintains.</p>
35	<p>Set forth all reasons why SBC contends that its interconnection agreement with UCS should not have a term longer than one year and Identify all Documents that support any of these reasons.</p>	<p>The reasons, to the extent this request is relevant, will be set forth in SBC Illinois’ forthcoming Response to UCS’ Petition for Arbitration and in SBC Illinois’ testimony and other submissions in this proceeding.</p>	<p>This is relevant to Issue No. 19. UCS seeks a three-year term, whereas SBC seeks to limit the Agreement to one year. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC’s discovery responses prior to filing its testimony. Regardless, SBC has not committed to</p>	<p>SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois’ Response to Motion to Compel.</p>

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			<p>providing in its testimony all the information requested. SBC also vaguely references “other submissions” without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.</p>	
36	<p>Please Identify all tariff offerings for which SBC requires or has required a customer to sign a separate agreement acknowledging or confirming a tariff order (a “separate agreement”) and Identify all Documents relating to the effect, purpose or utility of requiring customers to enter into such separate agreements.</p>	<p>SBC Illinois objects to this data request on the basis that it is vague, overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding these objections and without waiving them, SBC Illinois states that services sold at tariff rates and tariff terms and conditions would be done via a tariff Confirmation of Service Order.</p>	<p>This is relevant to Issue Nos. 5 and 20. UCS seeks the information called for in this Interrogatory to show that SBC does require service agreements for all offerings that have a term commitment and that a service agreement is an integral component of the overall contractual relationship. Information responsive to this request is also responsive as to what benefits or rights the separate agreement confers on the end user, including, <u>inter alia</u>, providing firm rates during the term of that agreement.</p> <p>The partial response given by SBC is non-responsive. Further, SBC’s Response is disingenuous as it obviously has in its possession the form documents it requires end users to sign when purchasing a tariffed offering, which will identify the tariff offerings so requested.</p>	<p>To the extent that SBC Illinois has form documents of the sort that UCS describes, SBC Illinois is willing to respond to this interrogatory by producing those documents (pursuant to an agreement or a ruling that requires SBC Illinois to respond only to certain specified interrogatories, data requests, and requests for admission).</p>
37	<p>Please Identify all promotions, including the specific rates, terms and conditions of such promotions, and the form and timing of the notice of the promotion (if any) provided to resellers.</p>	<p>SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this request on the grounds that the information is publicly available. Notwithstanding these objections and without waiving them, SBC Illinois states that any promotion that is longer than 90 days that involves a telecommunications service, and that</p>	<p>This is relevant to Issue No. 11. UCS seeks the information called for in this Interrogatory to show how SBC categorizes all promotions (whether short term or long term) and when notice has and has not been provided. UCS has received several different responses as to when it can resell a promotion and when it cannot—this will provide insight as to what promotions SBC believes are required to be notified to CLECs and made available for resale. This information will also identify those promotions that should have been made available for resale but were not.</p>	<p>SBC Illinois has fully responded to this interrogatory. To the extent that the interrogatory intends to request a specific enumeration of each promotion, including its rates, terms and conditions, the interrogatory is plainly unduly burdensome. In addition, such information is irrelevant, because Issue No. 11 has been resolved.</p>

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		<p>otherwise is required to be resold under Section 251(c)(4) of the Telecommunications Act of 1996 is offered by SBC Illinois for resale. An Accessible Letter outlining the promotion offer is distributed at least 45 days prior to the tariff effective date.</p>	<p>UCS believes that the last sentence of SBC’s response is improper. (i) it simply avoids the question, because, among other things, promotions that confer benefits that last longer than 90 days are also “long term promotions,” and (ii) it does not allow UCS or the Commission to determine whether SBC’s characterization of offerings as “short term” is consistent with applicable law. UCS’ experience on at least one promotion (i.e., the ISDN “fire sale” discussed in UCS’ testimony) substantiates UCS’ concern.</p>	
38	<p>Please Identify all instances in which a CLEC resold an ICB to an Illinois retail end user, and describe, with respect to each instance, how the CLEC became aware of the ICB (if SBC has this knowledge) how the CLEC ordered the ICB from SBC, and the role that Section 5/13-509 of the Illinois Public Utilities Act, 220 ILCS 5/1-101 <i>et seq.</i> (the “PUA”) played in the transaction.</p>	<p>SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. Notwithstanding this objection, SBC Illinois states that it does not have this information.</p>	<p>This is relevant to Issue No. 2. UCS questions whether SBC indeed does not have the requested information regarding resale of ICBs. SBC represented to UCS during negotiations that §13-509 provided substantive rights to CLECs to receive notice of ICBs and to resell ICBs. §13-509 has been in effect since June 30, 2003;SBC’s contention that the request is unduly burdensome is tenuous at best. In addition, during negotiations SBC represented that §13-509 was an “existing process” so UCS assumes, based on that representation, that other CLECs have reviewed ICBs via §13-509 or placed an order for a resold ICB premised on §13-509. This information is relevant to determining whether the process suggested by SBC has been used and is viable.</p>	<p>SBC Illinois has responded to this interrogatory by stating that it does not have the requested information.</p>
39	<p>Please Identify all ICBs that have been assumed by a CLEC for resale to the same end user that was previously receiving service from SBC under the ICB in Illinois and describe whether</p>	<p>SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject</p>	<p>This is relevant to Issue No. 2. See UCS’ Rationale for Motion to Compel response to Interrogatory 38. This inquiry addresses ICBs that have been assumed, which SBC also represented was an “existing process”. This information is relevant to determine whether the process suggested by SBC</p>	<p>This interrogatory is unduly burdensome on its face. In addition, UCS’ relevance argument fails, because SBC Illinois has agreed to make the ICBs available via website, which is what UCS wanted and</p>

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	these ICBs were resold using section 5/13-509 of the PUA or some other process, and describe the applicable process.	matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	has been used and is viable.	which SBC has not previously done. Thus, it makes no difference what “other process” may have been used in the past to resell ICBs. A description of other processes cannot possibly shed light on the viability of the web-based process SBC Illinois has agreed to make available.
40	Set forth all reasons why SBC opposes defining a “Similarly Situated End User” as “an End User or an aggregation of End Users able to comply with the volume commitment, termination liability, contract term and, if applicable, any Material Condition(s) of such ICB, in each case as expressly stated in the ICB contract,” and identify all Documents that support SBC’s position.	The reasons, to the extent this request is relevant, will be set forth in SBC Illinois’ forthcoming Response to UCS’ Petition for Arbitration and in SBC Illinois’ testimony and other submissions in this proceeding.	This is relevant to Issue No. 4. It is a reasonable contention interrogatory. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC’s discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references “other submissions” without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.	SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois’ Response to Motion to Compel.
41	Set forth all reasons why SBC should not be required to provide UCS and other CLECs with notice of new and existing ICBs, access to the terms and rates of SBC’s ICBs, and an ordering process for ICBs, and Identify all Documents that support SBC’s position.	The reasons, to the extent this request is relevant, will be set forth in SBC Illinois’ forthcoming Response to UCS’ Petition for Arbitration and in SBC Illinois’ testimony and other submissions in this proceeding.	This is relevant to Issue No. 1. It is a reasonable contention interrogatory. SBC refused to agree to any terms and conditions in the Appendix Resale that apply to ICBs. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC’s discovery responses prior to filing its testimony. Regardless,	SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois’ Response to Motion to Compel.

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			<p>SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references “other submissions” without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.</p>	
42	<p>Set forth all reasons SBC believes that it may wait longer than 10 days after it enters into a new ICB to inform CLECs of the terms and rates in the ICB, and Identify any Document, which supports SCB’s position.</p>	<p>The reasons, to the extent this request is relevant, will be set forth in SBC Illinois’ forthcoming Response to UCS’ Petition for Arbitration and in SBC Illinois’ testimony and other submissions in this proceeding.</p>	<p>This is relevant to Issue No. 2. It is a reasonable contention interrogatory. SBC’s CLEC Handbook provides some insight as to how SBC processes Confirmation of Service Orders and other Service Agreements—the retail end user signs a contract and returns it to the Contract Management Group (“CMG”). CMG gets approval for the contract, has it signed and then sends the original back to the end user. This Interrogatory will help answer the question of why SBC claims that it cannot redact a contract for which it has an electronic version and put it on a Website within 10 days of SBC’s signature.</p> <p>Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC’s discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references “other submissions” without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.</p>	<p>SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois’ Response to Motion to Compel.</p>

Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position
43	Set forth any restrictions which limit UCS' resale of an ICB to a certain time period after SBC has entered into that ICB with it's end user, the reasons for the length of time the limitation, and Identify any Documents which support those reasons.	The reasons, to the extent this request is relevant, will be set forth in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and other submissions in this proceeding.	<p>This is relevant to Issue Nos. 1, 2 and 4. It is a reasonable contention interrogatory. This Interrogatory will enable UCS to determine whether any restriction proposed by SBC on the resale of ICBs is reasonable and narrowly tailored.</p> <p>This Interrogatory speaks directly to whether any restriction proposed by SBC on the resale of ICBs is reasonable and narrowly tailored. In addition, case law holds that it is unreasonable to create a blanket exemption on the resale of ICBs premised on a date. <i>See AT&T Comms. Of Southern States, Inc. v. BellSouth Telecomms. Inc.</i>, 7 F. Supp. 2d 661, 671 (E.D. N.C. 1998). (“<i>AT&T Southern States</i>”).</p> <p>UCS needs to know why SBC believes that the case law does not control and all other bases for SBC's contention.</p> <p>Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC's discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references “other submissions” without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.</p>	SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to Compel.

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Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position
44	State whether SBC contends that UCS should be allowed to resell ICBs SBC has entered into prior to the date of its interconnection agreement with UCS, Identify any Documents, which support SBC’s contention.	SBC Illinois objects to this request on the basis that it is vague and ambiguous. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	This is relevant to Issue Nos. 1, 2 and 4. <i>See</i> Rationale for Moving to Compel responses to Interrogatory No. 43. It is a reasonable contention interrogatory. This Interrogatory speaks directly to whether any restriction proposed by SBC on the resale of ICBs is reasonable and narrowly tailored. If SBC believes the Interrogatory is vague and ambiguous, it must identify the perceived vagueness and ambiguity.	SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois’ Response to Motion to Compel.
45	State whether SBC contends that it is required to permit CLECs to resell ICBs at a wholesale discount rate to new end users, and if so, what that discount rate should be, and Identify all Documents that support SBC’s position.	SBC Illinois contends that is required to permit CLECs to resell ICBs when such ICBs contain telecommunications services and are otherwise required to be resold under section 251(c)(4) of the Telecommunications Act of 1996. The rate of the discount will be addressed in SBC Illinois’ forthcoming Response to UCS’ Petition for Arbitration and in SBC Illinois’ testimony and other submissions in this proceeding.	This is relevant to Issue Nos. 1-4. It is a reasonable contention interrogatory. As set forth in UCS’ testimony, numerous state public utility commissions have determined that the wholesale discount for ICBs should be the same as the discount for tariffed offerings; UCS needs to know SBC’s basis for claiming these commissions are wrong. SBC also does not answer whether it is required to allow CLECs to resell ICBs to new end users. Since August 1996, when the Local Competition Order specifically mandated that ICBs are subject to the resale obligations included in section 251(c)(4) of the Act, SBC has refused to allow CLECs to resell ICBs to new end users. Instead, SBC has permitted CLECs to only assume ICBs and “resell” such assumed ICBs to the same end user. SBC has accomplished this subterfuge by representing that it will comply with its resale obligations of the Act but then placing unreasonable restrictions on the resale of ICBs, such as stating that a similarly situated end user is the same end user, which restriction has been found to be unreasonable. <i>See AT&T Southern States</i> at 673-674 (striking down as invalid BellSouth’s attempts to limit resale of CSAs to the original	SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois’ Response to Motion to Compel.

Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position
			<p>end user to the ICB). Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC's discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references "other submissions" without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.</p>	
46	<p>Set forth all reasons why SBC should not be required to disclose ICBs, which it entered into in the period (i) 90 days prior to the date of its interconnection agreement with UCS, or (ii) for the period after August 8, 1996.</p>	<p>The reasons, to the extent this request is relevant, will be set forth in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and other submissions in this proceeding.</p>	<p>This is relevant to Issue Nos. 1, 2 and 4. <i>See</i> Rationale for Moving to Compel responses to Interrogatory No. 45. It is a reasonable contention interrogatory. This inquiry also specifically addresses SBC's proposal on "staleness"; i.e., that SBC need not make available ICBs that were executed prior to a specific date. UCS does not agree with SBC's position in this regard and believes it is inconsistent with various precedent, including but not limited to <i>AT&T Southern States</i>. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC's discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references "other submissions" without stating what those submissions are and when the</p>	<p>SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to Compel.</p>

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Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position
			information will be provided. This is not an adequate or proper response.	
47	Set forth all reasons why SBC contends that the definition of “Resale Services” in the Agreement should not include ICBs and Identify all Documents that support SBC’s position.	The reasons, to the extent this request is relevant, will be set forth in SBC Illinois’ forthcoming Response to UCS’ Petition for Arbitration and in SBC Illinois’ testimony and other submissions in this proceeding.	This is relevant to Issue No. 1. It is a reasonable contention interrogatory. SBC has not provided UCS its position on the contested issue such that UCS could address SBC’s rationale in its petition or testimony. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC’s discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references “other submissions” without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.	SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois’ Response to Motion to Compel.
48	Set forth all reasons why SBC contends that the Interconnection Agreement should not include a defined term “Service Agreement” to identify the agreement SBC requires UCS to enter when UCS purchases a volume and term offering under the Resale Tariff and Identify all Documents that support SBC’s position.	The reasons, to the extent this request is relevant, will be set forth in SBC Illinois’ forthcoming Response to UCS’ Petition for Arbitration and in SBC Illinois’ testimony and other submissions in this proceeding.	This is relevant to Issue No. 5. It is a reasonable contention interrogatory. SBC has not provided UCS its position on the contested issue such that UCS could address SBC’s rationale in its petition or testimony. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC’s discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references “other submissions” without stating what those submissions are and	SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois’ Response to Motion to Compel.

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Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position
			when the information will be provided. This is not an adequate or proper response .	
49	Set forth all reasons why SBC contends that the exceptions to the limitation on liability provisions ordered in SBC's arbitration with AT&T in 2003 should not be included in the Interconnection Agreement and Identify all Documents that support SBC's position.	The reasons, to the extent this request is relevant, will be set forth in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and other submissions in this proceeding.	This is relevant to Issue Nos. 8, 25 and 29. It is a reasonable contention interrogatory. SBC has not provided UCS its position on the contested issue such that UCS could address SBC's rationale in its petition or testimony. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC's discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references "other submissions" without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.	SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to Compel.
50	Set forth all reasons why SBC contends that the Agreement should not include language that provides that SBC may not impose restrictions on resale unless and until such restrictions have been deemed reasonable by the Commission as provided in FCC rules 51.605(e) and 51.613(b) and identify all Documents that support SBC's position.	The reasons, to the extent this request is relevant, will be set forth in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and other submissions in this proceeding.	This is relevant to Issue No. 9. It is a reasonable contention interrogatory. SBC has not provided UCS its position on the contested issue such that UCS could address SBC's rationale in its petition or testimony. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC's discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references "other submissions" without stating	SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to Compel.

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			<p>what those submissions are and when the information will be provided. This is not an adequate or proper response.</p>	
51	<p>Set forth all reasons why SBC contends that UCS may not aggregate business customers for the purpose of meeting volume or usage requirements contained in an SBC volume-term service offering or ICB and reselling such services, and Identify all Documents that support SBC's position.</p>	<p>The reasons, to the extent this request is relevant, will be set forth in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and other submissions in this proceeding.</p>	<p>This is relevant to Issue No. 10. It is a reasonable contention interrogatory. SBC has not provided UCS its position on the contested issue such that UCS could address SBC's rationale in its petition or testimony. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC's discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references "other submissions" without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.</p>	<p>SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to Compel.</p>
52	<p>Set forth all reasons why, and all Documents that support SBC's contention that, the term "Long Term Promotions," and the requirements imposed by the Act with respect to Long Term Promotions should not extend to offerings that grant any benefit on an end user, or make available any term or feature to an end user, for a period of time that exceeds 90 days.</p>	<p>SBC Illinois objects to this data request on the basis that it is vague and ambiguous. Notwithstanding this objection and without waiving it, SBC Illinois' position on the matter of long term promotions, to the extent relevant to this proceeding, will be set forth in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and other submissions in this proceeding.</p>	<p>This is relevant to Issue No. 11. If SBC believes the Interrogatory is vague and ambiguous, it must identify the perceived vagueness and ambiguity, which it has not done, either in its objection or in response to UCS' request that the parties discuss SBC's objections one-by-one. It is a reasonable contention interrogatory. SBC has not provided UCS its position on the contested issue such that UCS could address SBC's rationale in its petition or testimony. Moreover, to the extent SBC has provided information, that information has been contradictory. For example, on the "ISDN fire sale," SBC said the promotion was not resellable because the promotion itself</p>	<p>SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to Compel. In addition, Issue No. 11 has been resolved.</p>

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			<p>lasted less than 90 days. The benefit of that promotion, however, extended beyond the 90 days to a three-year term.</p> <p>Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC’s discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references “other submissions” without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.</p>	
54	<p>Set forth all reasons why SBC contends that a MAD (or similar term that limits the effective discount UCS may receive when purchasing a volume discount service) that SBC seeks to impose on the highest revenue tier of certain of its volume discount offerings is a reasonable restriction on resale pursuant to 47 CFR § 51.605(e) and does not violate sections 13-514 and 9-250 of the PUA and identify all Documents that support SBC’s position.</p>	<p>The reasons, to the extent this request is relevant, will be set forth in SBC Illinois’ forthcoming Response to UCS’ Petition for Arbitration and in SBC Illinois’ testimony and other submissions in this proceeding.</p>	<p>This is relevant to Issue No. 12. It is a reasonable contention interrogatory. SBC has not provided UCS its position on the contested issue such that UCS could address SBC’s rationale in its petition or testimony. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC’s discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references “other submissions” without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.</p>	<p>SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois’ Response to Motion to Compel.</p>

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55	<p>State whether SBC contends that UCS is entitled to the same discount that SBC provides to its retail end users when UCS purchases a volume-based discount tariff offering from SBC for resale, set forth all reasons for such contention and Identify all Documents that support SBC's position.</p>	<p>SBC Illinois does/does not contend that UCS is entitled to the same discount that SBC provides to its retail end users when UCS purchases a volume-based discount tariff offering from SBC for resale. The reasons, to the extent this request is relevant, will be set forth in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and other submissions in this proceeding.</p>	<p>This is relevant to Issue No. 13. It is a reasonable contention interrogatory. SBC has not provided UCS its position on the contested issue such that UCS could address SBC's rationale in its petition or testimony. In stating "SBC Illinois does/does not contend . . ." SBC's response to this Interrogatory does nothing to clarify issues; rather it confuses them. SBC declined UCS' request that the parties discuss SBC's responses one-by-one, thus denying UCS the opportunity to get some clarification about SBC's highly confusing use of "does/does not" in its response.</p> <p>Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC's discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references "other submissions" without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.</p>	<p>SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to Compel.</p>
56	<p>Set forth all reasons why SBC contends that a limitation on the number of business locations SBC imposes on certain of its volume-based discount offerings is not an unreasonable restriction on resale pursuant to 47 CFR § 51.605(e), and is not anti-competitive and unreasonable</p>	<p>The reasons, to the extent this request is relevant, will be set forth in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and other submissions in this proceeding.</p>	<p>This is relevant to Issue No. 14. It is a reasonable contention interrogatory. During negotiations, SBC stated that it was unaware of any billing or other technical limitation that gave rise to the business location restriction. UCS needs to understand why SBC nevertheless believes such a restriction is reasonable. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for</p>	<p>SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to Compel.</p>

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	pursuant to sections 13-514 and 9-250 of the PUA, and Identify all Documents that support SBC's position.		Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC's discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references "other submissions" without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.	
57	Set forth all reasons why SBC contends that the eligibility requirements of SBC's "Save" and "Winback" volume discount offerings are not unreasonable restrictions on resale and an impermissible class restriction pursuant to 47 CFR § 51.605(e), and Identify all Documents that support SBC's position.	The reasons, to the extent this request is relevant, will be set forth in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and other submissions in this proceeding.	This is relevant to Issue No. 15. It is a reasonable contention interrogatory. SBC has not provided UCS its position on the contested issue such that UCS could address SBC's rationale in its petition or testimony. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC's discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references "other submissions" without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.	SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to Compel.
58	Set forth all reasons why SBC contends that SBC is not required to provide nondiscriminatory access to all information concerning Customer Service Records, ICBs and retail services that is	The reasons, to the extent this request is relevant, will be set forth in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and other submissions in this proceeding.	This is relevant to Issue Nos. 16 and 18. It is a reasonable contention interrogatory, particularly when SBC has not provided UCS its position on the contested issue such that UCS could address SBC's rationale in its petition or testimony. Furthermore, SBC improperly states that certain information will be set forth in testimony and	SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to Compel.

Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position
	<p>available to SBC’s employees and representatives through SBC’s OSS, and Identify all Documents that support SBC’s position.</p>		<p>in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC’s discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references “other submissions” without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.</p>	
59	<p>Set forth all reasons why SBC contends that SBC’s retail organization(s) should be able, as a result of a request by UCS for a calculation of termination charges on behalf of an end user to contact that end user and engage in “save,” “winback,” and other efforts with respect to that end user and Identify all Documents that support SBC’s position.</p>	<p>The reasons, to the extent this request is relevant, will be set forth in SBC Illinois’ forthcoming Response to UCS’ Petition for Arbitration and in SBC Illinois’ testimony and other submissions in this proceeding.</p>	<p>This is relevant to Issue Nos. 17 and 18. It is a reasonable contention interrogatory. During negotiations, SBC stated that it should have the right to use any inquiry by a CLEC for a calculation of termination charges as a basis to contact the end user. UCS believes that this position is contrary to the intent of the ruling requiring SBC to respond to termination liability inquiries and violates Section 222 of the Act. SBC has not provided UCS its position on the contested issue such that UCS could address SBC’s rationale in its petition or testimony. UCS is entitled to know how SBC supports its position.</p> <p>Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC’s discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references “other submissions” without stating what those submissions are and</p>	<p>SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois’ Response to Motion to Compel.</p>

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Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position
			when the information will be provided. This is not an adequate or proper response.	
60	Set forth all reasons why SBC contends that SBC should not be required to make available to UCS or UCS' agent termination penalty calculations for all retail services provided by SBC and its affiliates for which they may impose termination liability upon an SBC end user, and identify all Documents that support SBC's position.	The reasons, to the extent this request is relevant, will be set forth in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and other submissions in this proceeding.	This is relevant to Issue No. 18. It is a reasonable contention interrogatory, particularly when SBC has not provided UCS its position on the contested issue such that UCS could address SBC's rationale in its petition or testimony. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC's discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references "other submissions" without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.	SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to Compel.
61	Set forth all reasons why SBC contends that the term of a Service Agreement executed during the term of the parties' interconnection agreement should automatically terminate with the interconnection agreement and Identify all Documents that support SBC's position.	The reasons, to the extent this request is relevant, will be set forth in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and other submissions in this proceeding.	This is relevant to Issue No. 20. It is a reasonable contention interrogatory, particularly when SBC has not provided UCS its position on the contested issue such that UCS could address SBC's rationale in its petition or testimony. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC's discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references "other submissions"	SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to Compel.

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			without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.	
62	Set forth all reasons why SBC contends that SBC should be exempted from liability when consumer fraud occurs, in situations where SBC has failed to implement Alternate Billing Service (“ABS”) that was ordered by UCS on a given end user account and Identify all Documents that support SBC’s position.	The reasons, to the extent this request is relevant, will be set forth in SBC Illinois’ forthcoming Response to UCS’ Petition for Arbitration and in SBC Illinois’ testimony and other submissions in this proceeding.	This is relevant to Issue No. 21. It is a reasonable contention interrogatory, particularly when SBC has not provided UCS its position on the contested issue such that UCS could address SBC’s rationale in its petition or testimony. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC’s discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references “other submissions” without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.	SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois’ Response to Motion to Compel.
63	Set forth all reasons why SBC contends that UCS should be required to irrevocably waive its right to dispute charges if UCS does not provide all of the detailed information required by SBC within 29 calendar days of the bill due date. Set forth all reasons why SBC contends SBC should have the right to backbill charges for up to 12 months, and Identify all Documents that support SBC’s	The reasons, to the extent this request is relevant, will be set forth in SBC Illinois’ forthcoming Response to UCS’ Petition for Arbitration and in SBC Illinois’ testimony and other submissions in this proceeding.	This is relevant to Issue No. 22. It is a reasonable contention interrogatory, particularly when SBC has not provided UCS its position on the contested issue such that UCS could address SBC’s rationale in its petition or testimony. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC’s discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information	SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois’ Response to Motion to Compel. In addition, Issue No. 22 has been resolved.

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Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position
	position.		requested. SBC also vaguely references “other submissions” without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.	
64	Set forth all reasons why SBC contends that UCS should not be reimbursed for the cost of an independent auditor to conduct audits under the Agreement if SBC has refused UCS to use its own employees, and such audit has found a billing discrepancy of more than 5% in UCS’ favor, and Identify all Documents that support SBC’s position.	The reasons, to the extent this request is relevant, will be set forth in SBC Illinois’ forthcoming Response to UCS’ Petition for Arbitration and in SBC Illinois’ testimony and other submissions in this proceeding.	This is relevant to Issue No. 23. It is a reasonable contention interrogatory, particularly when SBC has not provided UCS its position on the contested issue such that UCS could address SBC’s rationale in its petition or testimony. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC’s discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references “other submissions” without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.	SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois’ Response to Motion to Compel.
65	Set forth all reasons why SBC contends that the Intervening Law provision (presently SBC proposed language at 13.1 of the General Terms and Conditions; See Exhibit C to Arbitration Petition filed herewith) should include references to orders and decisions that bear no relation to the Resale Services that UCS seeks to purchase under this	The reasons, to the extent this request is relevant, will be set forth in SBC Illinois’ forthcoming Response to UCS’ Petition for Arbitration and in SBC Illinois’ testimony and other submissions in this proceeding.	This is relevant to Issue No. 24. SBC has not provided UCS its position on the contested issue such that UCS could address SBC’s rationale in its petition or testimony. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC’s discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information	SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois’ Response to Motion to Compel.

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Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position
	<p>Agreement, such as orders and decisions pertaining to unbundled network elements and facilities-based competition, and should not reflect the “Change of Law” provision UCS has proposed in Exhibit C to the Petition and Identify all Documents that support SBC’s position.</p>		<p>requested. SBC also vaguely references “other submissions” without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.</p>	
66	<p>Set forth all reasons why SBC contends that SBC should be allowed to limit its indemnity obligations and UCS’ indemnity rights by excluding from the agreed-upon contractual indemnity provisions that which “is otherwise controlled by tariff”, and Identify all Documents that support SBC’s position.</p>	<p>The reasons, to the extent this request is relevant, will be set forth in SBC Illinois’ forthcoming Response to UCS’ Petition for Arbitration and in SBC Illinois’ testimony and other submissions in this proceeding.</p>	<p>This is relevant to Issue No. 25. It is a reasonable contention interrogatory, particularly when SBC has not provided UCS its position on the contested issue such that UCS could address SBC’s rationale in its petition or testimony. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC’s discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references “other submissions” without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.</p>	<p>SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois’ Response to Motion to Compel.</p>
67	<p>Set forth all reasons why SBC contends that SBC may expressly limit its interconnection obligations to UCS to only the terms and conditions provided in the Agreement and Identify all</p>	<p>The reasons, to the extent this request is relevant, will be set forth in SBC Illinois’ forthcoming Response to UCS’ Petition for Arbitration and in SBC Illinois’ testimony and other submissions in this proceeding.</p>	<p>This is relevant to Issue No. 26. It is a reasonable contention interrogatory, particularly when SBC has not provided UCS its position on the contested issue such that UCS could address SBC’s rationale in its petition or testimony. Furthermore, SBC improperly states that certain information will be set forth in</p>	<p>SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois’ Response to Motion to Compel.</p>

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Int. No.	Interrogatory Text	SBC Response	UCS Rationale for Motion to Compel	SBC Illinois Position
	Documents that support SBC's position.		testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC's discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references "other submissions" without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.	
68	Set forth all reasons why SBC contends that it should be permitted to condition its provision of a new service required by a change of law on the parties' execution of an amendment to the agreement.	The reasons, to the extent this request is relevant, will be set forth in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and other submissions in this proceeding.	This is relevant to Issue Nos. 24, 26 and 30. It is a reasonable contention interrogatory, particularly when SBC has not provided UCS its position on the contested issue such that UCS could address SBC's rationale in its petition or testimony. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC's discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references "other submissions" without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.	SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to Compel.
69	Set forth all reasons why SBC contends that SBC may terminate the Interconnection Agreement if the Commission or another	The reasons, to the extent this request is relevant, will be set forth in SBC Illinois' forthcoming Response to UCS' Petition for Arbitration and in SBC Illinois' testimony and	This is relevant to Issue No. 27. It is a reasonable contention interrogatory, particularly when SBC has not provided UCS its position on the contested issue such that UCS could address SBC's rationale in its petition or testimony. Furthermore, SBC	SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois' Response to Motion to

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	governmental entity allows another CLEC to “pick and choose” portions of the Appendix Resale, or otherwise allows another CLEC to use portions of Appendix Resale with a tariff other than the CompleteLink Tariffs, and Identify all Documents that support SBC’s position.	other submissions in this proceeding.	improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC’s discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references “other submissions” without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.	Compel.
70	Set forth all reasons why SBC contends that the Interconnection Agreement will terminate if the parties are not able to reach agreement on a mutually satisfactory provision to replace a severed provision and Identify all Documents that support SBC’s position.	The reasons, to the extent this request is relevant, will be set forth in SBC Illinois’ forthcoming Response to UCS’ Petition for Arbitration and in SBC Illinois’ testimony and other submissions in this proceeding.	This is relevant to Issue No. 28. It is a reasonable contention interrogatory, particularly when SBC has not provided UCS its position on the contested issue such that UCS could address SBC’s rationale in its petition or testimony. Furthermore, SBC improperly states that certain information will be set forth in testimony and in its response to the Petition for Arbitration, both of which are not due until after UCS files its testimony. This is inappropriate under the ICC rules because UCS is entitled to receive SBC’s discovery responses prior to filing its testimony. Regardless, SBC has not committed to providing in its testimony all the information requested. SBC also vaguely references “other submissions” without stating what those submissions are and when the information will be provided. This is not an adequate or proper response.	SBC Illinois should not be required to respond to this contention interrogatory for the reasons set forth at pp. 9-11 of SBC Illinois’ Response to Motion to Compel.
72	For each retail end user and reseller that has exceeded its MAD, identify those parties that were provided new or	SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to	This is relevant to Issue Nos. 12 and 13. This Interrogatory calls for information that would show whether SBC allows the MAD to restrict its retail end users or whether, when those end users	It is plain on the face of this interrogatory that it is overly broad and unduly burdensome

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	<p>substitute contracts or offerings prior to the natural expiration of the term commitment that included the original MAD.</p>	<p>this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.</p>	<p>exceed the MAD, SBC agrees to take action such that the end users are freed from the restrictive aspects of the MAD. UCS has knowledge of SBC's ad hoc waiver of similar restrictions for end users and seeks this information to ascertain whether SBC has waived the MAD through the use of replacement contracts. UCS requests the same treatment that SBC provides to its end users on a non-discriminatory basis and UCS can only identify how SBC does treat its retail end users through SBC's response to this inquiry.</p>	

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4	Produce all Documents that you identified or relied upon in preparing your responses to each of the Interrogatories and Requests for Admissions.	SBC Illinois objects to this request on the basis that it is overly broad and unduly burdensome.	<p>This is a standard document request that helps UCS understand the documentary basis for the statements made in SBC's responses to Interrogatories. It furthers the basic goal of discovery — to prevent surprises at the hearing.</p> <p>Moreover, SBC subverted this request by failing to identify any documents in its responses to Interrogatories, although many of those Interrogatories called for it to do so.</p> <p>All of SBC's objections based on burden are improper, because the burden is not identified, and because SBC declined UCS' invitation to discuss, on a request-by-request basis, how the request could be changed to reduce the alleged burden on SBC.</p>	It is plain on the face of this document request that it is overly broad and unduly burdensome. That objection may be mitigated, depending on the outcome of UCS' motion to compel responses to interrogatories and requests for admission.
5	Produce all Avoided Cost Studies, analyses and supporting Documents prepared by or on behalf of SBC or its affiliate in any state that demonstrate the avoided costs associated with the resale of ICBs to new or existing customers whether or not such studies have been filed with a state commission.	SBC Illinois objects to this request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this request to the extent that it calls for documentation for states other than Illinois.	This is relevant to Issue No. 3. The documents called for in this Document Request go directly to what the interim avoided wholesale discount should be for the resale of ICBs to new end users and the assumption of ICBs to the same end user. With regard to documents from states other than Illinois, UCS generally limited its requests to Illinois, but in certain, limited requests UCS believes that other states are relevant. Information from states other than Illinois is relevant because historically SBC generally employs the same cost studies across the five states in its Midwestern operating region and maintains that its work activities and methods and processes are the same.	SBC Illinois has produced the requested cost study for Illinois. Beyond that, it is plain on the face of the document request that the request is overly broad and unduly burdensome.

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6	Produce all Documents that reflect, refer or relate to any and all discussions with an employee or agent of your company with any other person (whether such person is an SBC employee) on the subject of the appropriate discount rate for the resale of ICBs to new and existing customers.	SBC Illinois objects to this request on the basis that it is overly broad and unduly burdensome.	This is relevant to Issue No. 3. The documents called for in this Document Request go directly to what the interim avoided wholesale discount should be for the resale of ICBs.	It is plain on the face of this document request that it is overly broad and unduly burdensome.
7	Produce copies of pre-filed testimony, together with any drafts thereof, briefs and exhibits filed by or on behalf of you, together with a transcript of any proceeding, related to any proceeding in any state in which SBC operates in determination was to made regarding the avoided costs for resale by CLECs of SBC's ICBs, including but not limited to, the testimony of Eva Stork in Michigan Public Service Commission Docket No. U11831.	SBC Illinois objects to this request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this request to the extent that it calls for documentation for states other than Illinois. Notwithstanding these objections and without waiving them, see attached testimony of Eva Stork from MPSC Docket U-118931.	This is relevant to Issue No. 3. The documents called for in this Document Request go directly to what the interim avoided wholesale discount should be for resale of ICBs. As to other states, SBC repeatedly has pointed to Michigan as the definitive precedent for how Illinois and the rest of the five-state region should be treated. SBC has, of course, ignored UCS' reference to Indiana (full wholesale discount applies) and the various other states that have awarded a significantly higher discount on the resale of ICBs than that adopted by the MPSC. Finally, some of Ms. Stork's testimony is confidential and not publicly available and, notwithstanding its response, SBC has not produced the Stork testimony.	SBC Illinois has produced the requested testimony of Eva Stork. Beyond that, it is plain on the face of the document request that the request is overly broad and unduly burdensome.
9	Produce copies of all ICBs entered into between SBC and Illinois customers between August 8, 1996 and the date of your response.	SBC Illinois objects to this request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is	This is relevant to Issue Nos. 1, 3 and 4, among others. The nature of SBC's ICBs is central to many of the issues in this case. UCS anticipates that the documents called for in this Document Request will show that: (1) the number of ICBs SBC has entered into over the years has significantly increased, demonstrating that	SBC Illinois is willing to respond to this request (from 2003 to the present, pursuant to an agreement or a ruling that requires SBC Illinois to respond only to certain specified interrogatories, data requests, and requests for admission).

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		<p>not reasonably calculated to lead to the discovery of admissible evidence.</p>	<p>SBC has shifted many end users to ICBs to avoid its statutory resale obligations; (2) the nature of the ICBs in 1996 was more likely “custom” ICBs and over time “generic ICBs” have emerged on a more consistent basis; (3) the ICBs will not contain all of the unreasonable restrictions SBC has incorporated into its tariff offerings over the years to stifle resale and the competitive use of those offerings, which will also provide information relevant to what is a reasonable and nondiscriminatory restriction on resale pursuant to 47 CFR §51.613(b); (4) ICBs are made available to end users without regard to any Material Conditions or other justifications, which is relevant to reconciling the parties’ positions relative to the rebuttable presumption that all ICBs be deemed generic ICBs and the definition of a Similarly Situated End User and (5) ICBs that have been entered into prior to the date of the parties’ agreement are not “stale” and any contention to the contrary imposes an unreasonable and discriminatory restriction on resale. The documents will also show how SBC uses ICBs to avoid having to compete on a level playing field with CLECs, and therefore, they may be relevant to determining whether UCS is entitled to many of the other protections it has requested in the Petition.</p>	
11	<p>Produce all Documents relating to the questions of whether CLECs are or should be required to enter into Service Agreements before</p>	<p>SBC Illinois objects to this request on the basis that it is overly broad and unduly burdensome.</p>	<p>This is relevant to Issue Nos. 5 and 20. The documents called for in this Document Request are relevant to determine if SBC requires Service Agreements to which SBC can hold CLECs to the terms of the agreement. SBC has, at times,</p>	<p>It is plain on the face of this document request that it is overly broad and unduly burdensome.</p>

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	being permitted to purchase Resale Services.		denied knowing whether these agreements exist, but UCS believes that SBC insists upon them. This issue needs to be resolved, because it impacts other issues.	
12	Produce all Resale Agreements (including all interconnection agreements that include an Appendix Resale) that SBC has entered into after January 1, 2001 for services to be provided in Illinois.	SBC Illinois objects to this request on the basis that it is overly broad and unduly burdensome. Notwithstanding this objection and without waiving it, SBC Illinois states that interconnection agreements between SBC Illinois and other carriers are publicly available documents that UCS is able to obtain for itself. Agreements can be found at the ICC website, www.icc.state.il.us. SBC Illinois also objects to producing these documents on that basis.	This is relevant to almost all of the Issues listed in the Petition. SBC provides this information to any requesting carrier at CLEC Online and thus it should not be burdensome. SBC has PDF or other electronic copies of all of its agreements that include resale provisions. It is much more difficult for UCS to go through the ICC website and cull through each of the agreements (which are not identified as resale v. interconnection agreements or in each case as agreements v. amendments) when SBC presumably has ready access to these documents. UCS also believes that some of the earlier agreements entered into by SBC are not available on the ICC website.	SBC Illinois believes that all the requested agreements are on the ICC website, and it is no more difficult for UCS to cull out what it is looking for than it would be for SBC Illinois (particularly since almost all SBC Illinois interconnection agreements include resale provisions).
13	Produce all Documents relating to how different MADs will affect SBC's ability to market and sell its services to higher volume retail end users, or how different MADs will affect CLECs' ability to resell services to higher-volume retail end users.	SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	This is relevant to Issue No. 13. The documents called for in this Document Request are directly relevant to the rationale for the MAD and whether the MAD is reasonable and nondiscriminatory as required by 47 CFR §51.613(b).	It is plain on the face of this document request that it is overly broad and unduly burdensome.
14	Produce all Documents relating to criteria SBC uses in deciding when to offer ICBs to retail end users.	SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in	This is relevant to Issue Nos. 1-4. The documents called for in this Document Request go to the definition of "Similarly Situated End User". UCS seeks to show that SBC's provision	Consistent with SBC Illinois' response to this request, SBC Illinois has no responsive documents.

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		<p>this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.</p> <p>Notwithstanding and without waiving this objection, SBC Illinois states that whether an ICB is offered to a retail end user is determined on a case-by-case basis.</p>	<p>of an ICB to an end user is not based on any Material Condition or other criteria that justifies the ICB rates, terms or conditions extended to the end user. Under such circumstances, it would then be an unreasonable restriction on resale if SBC attempted to impose additional limitations on UCS' resale of that ICB. UCS believes these documents will also show that because no economic basis underlies the provision of that ICB to a given end user, it would also be unreasonable for SBC to seek a different avoided wholesale discount based on the specific service provided and rates extended to that end user.</p> <p>SBC's unsworn and gratuitous explanation that "whether an ICB is offered to a retail end user is determined on a case-by-case basis" is not an appropriate response to a document request. UCS is entitled to see the documents that SBC created on this subject in the ordinary course of business to determine the accuracy of SBC's explanation, and to flesh out what considerations are used in each case.</p>	
15	<p>Produce all Documents relating to the issue of when retail end users that exceed the MAD will receive a waiver from the MAD, or a new agreement with a greater MAD.</p>	<p>SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.</p>	<p>This is relevant to Issue Nos. 12 and 13. The documents called for in this Document Request should reflect whether the MAD is applied on a non-discriminatory basis at retail versus resale. The request also goes to the economic rationale of the MAD at different tiers and whether that restriction is unreasonable when applied to CLECs.</p>	<p>SBC Illinois is willing to respond to this request (pursuant to an agreement or a ruling that requires SBC Illinois to respond only to certain specified interrogatories, data requests, and requests for admission.)</p>

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16	Produce all Documents relating to SBC's provision to a retail customer of a usage discount plan or non-tariffed rate combined with a tariffed plan, which allows a discount on usage.	SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	This is relevant to Issue Nos. 1-4 and 13. If provided, this discount amounts to a waiver of certain restrictions included in various tariff offerings such as CompleteLink. This Document Request also relates directly to what is available for resale under Section 251(c) (4) (<i>i.e.</i> , UCS should receive ICB contracts that combine optional calling plans with usage ICBs).	It is plain on the face of this document request that it is overly broad and unduly burdensome.
17	Produce all Documents (including end user bills) that indicate SBC has provided a retail customer a discount that exceeds that retail customer's MAD and/or volume discount percentage.	SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	This is relevant to Issue Nos. 12 and 13. The documents called for in this Document Request are directly relevant as to whether the MAD is applied on a nondiscriminatory basis to SBC retail end users, or is waived by SBC for SBC's end users. The only way to verify is to compare the MAD to the overall discount provided.	It is plain on the face of this document request that it is overly broad and unduly burdensome.
18	Produce all tariff offerings, promotional offerings, and ICBs under which SBC provides billing in less than full minute increments (initial or subsequent) for Band A and for Band B.	SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding these objections and without waiving them, SBC Illinois states that SBC Illinois' tariff and promotional offerings are publicly available.	This is relevant to Issue Nos. 1, 2 and 13. In negotiations, SBC has affirmatively stated that it doesn't offer six-second billing and likely "can't even provide it." Recently, after UCS found and provided a small number of end user bills indicating six-second billing, SBC admitted it can and does provide six second billing for both tariff and ICB offerings. However, except for one tariffed offering, SBC's Resale Tariff does not identify when sub-minute increment billing is provided. And, the relatively few ICBs UCS has been shown by SBC retail end users have not identified in the contract the six-second billing that is indicated on the end users' bill. The Customer Service Records also do not indicate when an end user is receiving sub-	See SBC Illinois position on document request 9, which should satisfy UCS' stated concern.

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			<p>minute increment billing. UCS is entitled to understand which Resale Services, whether tariffed or ICB, offer sub-minute increment billing as it is a significant economic condition that is relevant to the suitability and desirability of reselling the applicable Telecommunications Service.</p> <p>SBC's response is inadequate in that its tariff and promotional offerings do not identify sub-minute increment billing and SBC has ignored UCS' relevant inquiry on ICBs, which are not publicly available.</p>	
21	Produce all Documents that Identify Universal Service Ordering Codes for billing increments of less than one minute for Local Usage, Band A and Band B.	SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	This is relevant to Issue Nos. 1, 2, 13 and 16. This is a key issue. <i>See</i> UCS' Rationale for Motion to Compel response to Document Request No. 20. UCS is entitled to know the USOCs for a material term of a given offering: the billing increment. UCS has attempted to reconcile SBC retail end user bills that have billing increments of less than a minute with the applicable end users' CSRs. The answer to this document request, in connection with other requests, will identify whether SBC's retail Customer Service Representatives have access to a greater amount of OSS information than SBC makes available to CLECs.	SBC Illinois is willing to respond to this request (pursuant to an agreement or a ruling that requires SBC Illinois to respond only to certain specified interrogatories, data requests, and requests for admission.)
22	Produce all Documents that Identify how billing increments of less than one minute on Local Usage are designated in Customer Service Records or other customer records.	SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	This is relevant to Issue Nos. 1, 2, 13 and 16. <i>See</i> UCS' Rationale for Motion to Compel response to Document Request Nos. 20 and 21.	SBC Illinois is willing to respond to this request (pursuant to an agreement or a ruling that requires SBC Illinois to respond only to certain specified interrogatories, data requests, and requests for admission.)

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23	<p>With respect to ICBs, produce all Documents relating to (i) the procedures by which SBC offers ICBs to retail end users, (ii) the qualifications for retail end users to receive the various ICBs, (iii) the procedures by which SBC approves various rates, terms and conditions for inclusion in an ICB, and (iv) steps SBC takes to make available (marketing, negotiating, etc.) both (A) a "generic" ICB (as that term is defined in the Petition filed herewith) and (B) a "special assembly" or "custom" ICB (as that term is defined in the Petition filed herewith).</p>	<p>SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.</p>	<p>This is relevant to Issue Nos. 1-4. These activities are directly relevant to (i) the reasonableness of the rebuttable presumption proposed by UCS that all SBC's ICBs be generic ICBs subject to the full wholesale discount, (ii) the activities SBC undertakes when making available an ICB offering and whether those activities support the disparity in wholesale discounts vis a vis tariffed offerings proposed by SBC, (iii) the definition of Similarly Situated End Users proposed by UCS in the Agreement and whether SBC's attempted imposition of restrictions on UCS' resale of generic ICBs to new end users is reasonable given SBC's offering of such generic ICBs or a pretext to deny CLECs the same rates SBC is able to offer.</p>	
24	<p>Produce all form agreements SBC uses with its retail business customers for the sale of Telecommunications Services, including but not limited to the Master Discount Agreement, Agreement for SBC Centrex Service, and NetSpan Agreement.</p>	<p>SBC Illinois objects to this request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.</p>	<p>This is relevant to Issue Nos. 1, 4, 5, 13, 30 and 31. The documents called for in this Document Request are directly relevant to whether SBC has attempted to discriminate UCS vis a vis SBC retail end users by denying UCS access to the same general contract provisions provided to SBC retail end users, including the duration, price stability and other general terms and conditions. These documents are also relevant to compare the general restrictions SBC applies to its tariff offerings and its ICB offerings and whether the restrictions on SBC's tariff offerings are reasonable and nondiscriminatory consistent with 47 CFR § 51.613(b) or are</p>	<p>SBC Illinois is willing to respond to this request (pursuant to an agreement or a ruling that requires SBC Illinois to respond only to certain specified interrogatories, data requests, and requests for admission.)</p>

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			<p>intended to limit the utility and/or resale of the tariff offering. These agreements will also provide relevant information to the definition of a "Service Agreement" and to identify the entire universe of tariffed and ICB offerings that are evidenced by contracts.</p> <p>During the course of negotiations, when UCS has pointed to a term or feature which it sees in the marketplace but which SBC has not made available, SBC claims that the term or feature is related to the type of agreements which are the subject of this Document Request. UCS needs to better understand these SBC offerings to know if SBC's claims are correct.</p>	
25	Produce all provisions that have been approved by SBC for inclusion in ICB or customer contracts but are not included in the form agreements.	SBC Illinois objects to this request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	This is relevant to Issue Nos. 1, 4,13, 30 and 31. <i>See</i> UCS' Rationale for Motion to Compel response to Document Request No. 24. The documents called for in this Document Request are directly relevant to the approved contract provisions provided to SBC retail end users, including the duration, price stability and other general terms and conditions. The documents are also directly relevant whether certain restrictions on resale that are included in the ICB or customer contracts are reasonable and nondiscriminatory consistent with 47 CFR § 51.613(b) or are intended to limit the utility and/or resale of the tariff offering. During the course of negotiations, when UCS has pointed to a term or feature that it sees in the marketplace but that SBC has not made available, SBC claims that the term or feature is related to the type of agreements that are the	SBC Illinois is willing to respond to this request (pursuant to an agreement or a ruling that requires SBC Illinois to respond only to certain specified interrogatories, data requests, and requests for admission.)

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			subject of this Document Request. UCS needs to better understand those SBC offerings to know if SBC's claims are accurate.	
26	Produce all Documents relating to the effect, purpose or utility of requiring an end user to sign an agreement to acknowledge or confirm such end user's order of a tariff offering.	SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	This is relevant to Issue No. 5, 30 and 31. As stated with regard to the Interrogatories, UCS believes SBC seeks to have end users execute service agreements so it can enforce the terms against the end user. These agreements should also provide the end user a reciprocal right to enforce the terms of its agreement. UCS requires these documents because UCS believes SBC position on Issues 30 and 31 raise the issue of illusory contracts—SBC wants to enforce the terms of agreements against UCS but does not want to permit UCS to have the same rights. This inquiry and the applicable documents will provide relevant information to determine how SBC views these agreements and each party should be subject to the same rights and obligations with respect to the enforcement of such agreements. This information is also relevant to show that it is proper to include a defined term "Service Agreement" in the Agreement to identify the various agreements and confirmation of service orders UCS will be required to execute prior to SBC processing an order for applicable Resale Services.	It is plain on the face of this document request that it is overly broad and unduly burdensome. In addition, the requested information has no bearing on the issues identified by UCS.
27	Produce all tariff offerings for which SBC currently requires or has required end users to sign a separate agreement acknowledging or confirming a tariff	See response to UCS Interrogatory 36.	This is relevant to Issue Nos. 1 and 5. <i>See</i> UCS' Rationale for Motion to Compel response to Document Request No. 26. UCS believes that SBC requires end users to execute service agreements for various services purchased. SBC has stated during negotiations that	In addition to the response that SBC Illinois has provided, the tariff offerings are publicly available.

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	order (a "service agreement").		if its retail end users must sign an agreement to order services, so must UCS. SBC however has refused to identify those services that require execution of a service agreement. This information is relevant because UCS is entitled to understand which services will require an agreement to order services and in connection with SBC's responses to other inquiries, the terms and conditions of those agreements. This information is also relevant because UCS seeks to include a definition of "Service Agreement" in the Agreement to identify the agreements SBC will require UCS to execute prior to SBC processing an order for applicable Resale Services.	
28	Produce all Documents relating to any SBC policies (formal or informal) on implementing tariff changes to volume and/or term commitment end users.	SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	This is relevant to Issue Nos. 5, 30 and 31. The documents called for in this Document Request are relevant to SBC and UCS' dispute on whether SBC may unilaterally modify the rates, terms and conditions of an existing Service Agreement that includes a UCS financial commitment by modifying the tariff through which the Resale Services are generally described and made available. The information requested is directly relevant as to SBC policies on tariff changes to end users under agreements with term commitments and whether the position SBC has taken against UCS is discriminatory.	SBC Illinois is willing to respond to this request (pursuant to an agreement or a ruling that requires SBC Illinois to respond only to certain specified interrogatories, data requests, and requests for admission.)
29	Produce all Documents relating to methods and procedures regarding the implementation of tariff changes for volume and/or term commitment end	SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the	This is relevant to Issue Nos. 5, 30, and 31. <i>See</i> UCS' Rationale for Motion to Compel response to Document Request No. 28. The documents called for in this Document Request are relevant to SBC and UCS' dispute on whether SBC may unilaterally	The requested documents have no bearing on the issues to which UCS refers.

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	users, including billing changes, communications to end users, dispute resolution procedures and advices, etc.	discovery of admissible evidence.	modify the rates, terms and conditions of an existing Service Agreement that includes a UCS financial commitment by modifying the tariff through which the Resale Services are generally described and made available. The information requested is directly relevant as to how SBC applies tariff changes to end users under agreements with term commitments and whether SBC's failure to provide the same treatment to UCS is discriminatory.	
30	Produce for each historical tariff change to a Telecommunications Service for which a retail end user and/or a reseller has made a volume and/or term commitment all Documents relating to (i) the nature of each tariff change, and (ii) how that tariff change affected the retail end user and/or resellers then existing commitment to SBC, including (i) which retail end users and/or resellers commitment were modified to incorporate such tariff change, (ii) which retail end users and/or resellers commitment were not modified to incorporate such tariff change, (iii) which retail end users and/or resellers converted	SBC Illinois objects to this request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding these objections and without waiving them, SBC Illinois states that it does not track this information.	This is relevant to Issue Nos. 5, 30, and 31. <i>See</i> UCS' Rationale for Motion to Compel response to Document Request Nos. 28 and 29. UCS believes the documents called for in this Document Request will show how SBC has applied tariff changes to end users and resellers under commitments and why the treatment SBC is advancing against UCS in these negotiations is discriminatory.	It is plain on the face of this document request that it is overly broad and unduly burdensome.

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	<p>to another SBC offering and identify such offering, (iv) which retail end users and/or resellers terminated their commitments based on such tariff change, (v) which retail end users and/or resellers did SBC impose termination penalties upon and (vi) any other changes to a commitment SBC sought to impose or apply or did in fact apply concurrent with such tariff change.</p>			
31	<p>Produce all interconnection and resale agreements that include provisions that address the same subject matter as the following provisions from the SBC-UCS proposed Interconnection Agreement attached as Exhibit C to the Petition filed herewith: General Terms Sections 3.6, 6.4.5 and 15.5</p>	<p>SBC Illinois objects to this request on the basis that it is overly broad and unduly burdensome. Notwithstanding this objection and without waiving it, SBC Illinois states that interconnection agreements between SBC Illinois and other carriers are publicly available documents that UCS is able to obtain for itself. Agreements can be found at the ICC website, www.icc.state.il.us. SBC Illinois also objects to producing these documents on that basis.</p>	<p>This is relevant to show that SBC has included provisions in other agreements based on previous arbitrations that it is refusing to include in its agreement with UCS. In past agreements, SBC has identified those “non-voluntary” provisions that have been arbitrated against it and included in the agreement. UCS believes that SBC likely tracks this information so it can rebut any claims for inclusion of a non-voluntary provision based on any CLEC “super MFN rights” SBC makes available. In any event, SBC has PDF or other electronic copies of all of its agreements that include these likely identified provisions and it would be easy for SBC to search for the requested information in those documents. It is much more difficult for UCS to go through the ICC website and cull through each of the agreements (which are not identified as agreements v. amendments)</p>	<p>It is plain on the face of this document request that it is overly broad and unduly burdensome. In addition, UCS can retrieve the information it seeks as readily as SBC Illinois can based on public records.</p>

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			when SBC has ready access to these documents.	
32	Produce all Documents Relating to a reseller's right to aggregate end users.	SBC Illinois objects to this request on the basis that it is overly broad and unduly burdensome.	This is relevant to Issue No. 10. The documents called for in this Document Request will provide relevant information as to SBC's position on a reseller's right to aggregate and why SBC has refused to agree to a CLEC right that was specifically mandated by the FCC in the Local Competition Order. This information is also relevant to understand how and why certain restrictions imposed by SBC in its tariff offerings (e.g., MAD, business location restriction and other restrictions) affect a reseller's right to aggregate. This information may also show that SBC has permitted aggregation to other resellers, which would raise the question of why it has sought to limit UCS' right to aggregate. The documents will also presumably help show the basis for SBC's lack of willingness to allow UCS to aggregate or the lack of such a basis.	It is plain on the face of this document request that it is overly broad and unduly burdensome.
33	Produce all Documents Relating to any instance in which SBC has restricted a carrier from aggregating end users.	SBC Illinois objects to this request on the basis that it is overly broad and unduly burdensome.	See Response to Rationale for Moving to Compel production of documents responsive to Document Request No. 32.	It is plain on the face of this document request that it is overly broad and unduly burdensome.
34	Produce all Documents Relating to any instance in which SBC has permitted a carrier to aggregate end users.	SBC Illinois objects to this request on the basis that it is overly broad and unduly burdensome.	See Response to Rationale for Moving to Compel production of documents responsive to Document Request No. 32.	It is plain on the face of this document request that it is overly broad and unduly burdensome.
35	Produce all Documents Relating to SBC's obligation to make promotions available to resellers for resale and SBC's	See response to UCS Interrogatory 37. In addition, information regarding promotions can be found on CLEC On-Line,	This is relevant to Issue No. 11. UCS seeks the documents called for in this Document Request to show how SBC categorizes all promotions (whether short term or long	It is plain on the face of this document request that it is overly broad and unduly burdensome. In addition, Issue No. 11

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	process to notify resellers of promotions that are subject to resale.	https://clec.sbc.com/clec .	term) and when notice has and has not been provided. UCS has received several different responses as to when it can resell a promotion and when it cannot—this will provide insight as to what promotions should have been made available for resale but were not and whether SBC is providing appropriate notice of promotions. UCS believes that these documents will also show that the language requested by UCS in GT&C § 3.1.4 is necessary.	has been resolved.
36	Produce all Documents Relating to promotions that SBC did not make available for resale to resellers because in SBC's opinion, such promotion was not required to be resold under the Act.	SBC Illinois objects to this request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	This is relevant to Issue No. 11. The documents called for in this Document Request will reflect SBC's true position on promotions and whether SBC has complied with the Local Competition Order. The documents will also reflect the need for SBC's obligation regarding promotions to be spelled out in GT&C § 3.1.4 and for UCS to have a contractual right to damages.	It is plain on the face of this document request that it is overly broad and unduly burdensome. In addition, Issue No. 11 has been resolved.
39	Produce all Documents relating to the justification for, or effect of a MAD.	SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	This is relevant to Issue No. 12. The documents called for in this Document Request are relevant because, as stated in the Arbitration Petition, SBC has provided no justification (economic or otherwise) for the MAD. Moreover, UCS alleges that SBC waives the MAD when its end users reach the MAD. In addition, UCS also believes that SBC rarely includes MADs in its ICB offerings. Therefore, documents produced from this request will evidence the rationale for the MAD and its true designs, such as requiring higher volume end users to migrate to ICBs while limiting CLECs at resale from servicing such higher volume end users.	It is plain on the face of this document request that it is overly broad and unduly burdensome.

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			In addition, SBC's rationale for the MAD is directly relevant to whether such a restriction is reasonable and nondiscriminatory consistent with 47 CFR § 51.613(b).	
40	Provide Documents which Relate to whether each party ordering services subject to a MAD that exceeded the volume at which the MAD limited the discount received only the MAD or received a waiver, in whole or in part, of limits of the MAD.	SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding these objections and without waiving them, SBC Illinois states that it does not track this information.	This is relevant to Issue No. 12. UCS believes that SBC is providing some type of "Additional Discount" to its retail end users. The documents called for in this Document Request would allow UCS to determine if in fact SBC is providing an Additional Discount and would also evidence whether SBC waives the MAD for its retail end users or provides some other form of relief. If so, the MAD is discriminatory when applied to UCS. SBC's claim that it does not "track" this information is not an appropriate response; SBC must conduct an investigation to determine if there are responsive documents. If documents exist showing a MAD that has been waived, for example, those documents must be produced.	It is plain on the face of this document request that it is overly broad and unduly burdensome.
41	Produce copies of all Documents that Relate to the justification or rationale of imposing a 250 Business Location Restriction on a volume discount plan.	SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	This is relevant to Issue Nos. 5, 10 and 14. This is a restriction that limits UCS' ability to aggregate. The documents called for in this Document Request might show whether there is an economic or other justification for this restriction or it is simply a device to migrate higher volume users to ICBs or to limit a CLEC's right to aggregate.	It is plain on the face of this document request that it is overly broad and unduly burdensome.
42	Produce copies of all Documents that Relate to SBC's design of its Save and Winback offerings.	SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably	This is relevant to Issue No. 15. SBC's Save and Winback program has a number of "unique characteristics", including the creation of an impermissible class restriction. The documents requested may show whether these	It is plain on the face of this document request that it is overly broad and unduly burdensome.

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		calculated to lead to the discovery of admissible evidence.	"characteristics" impose an unreasonable restriction on resale, or whether they perform some legitimate function for SBC. SBC has stated that resellers may use Save or Winback only against facilities-based carriers but does not limit itself in the same manner at retail. Again, the documents called for herein may explain why SBC takes this position. SBC imposes different eligibility requirements for retail v. resale (e.g., save at retail—"customer considering changing carriers" versus resale "customer has contacted you to change carriers"). SBC requires resellers to submit evidence of their customers' compliance with the eligibility requirements—according to SBC distributors, SBC does not require same for retail end users.	
46	Produce all Documents that Identify or discuss the differences between a retail Save and Winback offering and a resale Save and Winback offering.	SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	This is relevant to Issue No. 15. <i>See</i> UCS' Rationale for Motion to Compel response to Document Request No. 42. UCS believes that the resale save and winback offerings contain a number of restrictions not found in retail offerings. SBC's rationale for these restrictions is relevant to the question of whether UCS is correct that the resale-only restrictions are unreasonable and discriminatory and impose an impermissible class restriction.	It is plain on the face of this document request that it is overly broad and unduly burdensome.
47	Produce all Documents that Refer to the conditions under which SBC may use a retail Save and Winback offering.	SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the	<i>See</i> Rationale for Moving to Compel responses to Document Request Nos. 42 and 46.	

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		discovery of admissible evidence.		
48	Produce all Documents that Refer to the instances when a CLEC may use a resale Save and Winback offering.	SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. Notwithstanding this objection and without waiving it, SBC Illinois states that instances when a CLEC may use a resale Save and Winback offering are outlined in the CLEC Handbook on CLEC On-Line. The Accessible Letters which announce resale promotions also include this information.	See Rationale for Moving to Compel responses to Document Request Nos. 42 and 46.	It is plain on the face of this document request that it is overly broad and unduly burdensome.
49	Produce all Documents Relating to SBC's enforcement policies and methods and procedures to enforce eligibility requirements for retail and resale Save and Winback offerings.	SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	See Rationale for Moving to Compel responses to Document Request Nos. 42 and 46. Moreover, if SBC does not enforce these requirements with respect to its own end users, it is discriminatory and unreasonable to require CLECs to comply.	It is plain on the face of this document request that it is overly broad and unduly burdensome.
50	Produce all Documents that Relate to the justification or rationale for requiring that a resale Save offering be provided only when the resale end user has contacted the CLEC to disconnect its service.	SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome.	See Rationale for Moving to Compel responses to Document Request Nos. 42 and 46.	It is plain on the face of this document request that it is overly broad and unduly burdensome.
51	Produce all testimony submitted by SBC in any docket or proceeding before the Commission, FCC or other state	SBC Illinois objects to this request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this request to the extent that it calls for	This is relevant to Issues 1-4. SBC's objection is also inappropriate as the request reasonably requests testimony submitted before the FCC, which has jurisdiction over the issues raised in Issues 1	To the extent that files relating to SBC Illinois' section 271 application include the requested documents, SBC Illinois is willing to produce them.

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	commission in the SBC territory Relating to SBC's making available for resale ICBs to new customers.	documentation for states other than Illinois. Notwithstanding these objections and without waiving them, SBC Illinois states that it is not aware of any proceeding before the ICC that addressed the resale of ICBs.	through 4. In addition, the FCC recently reviewed SBC's compliance with the 271 checklist in Illinois and any testimony or representations made by SBC in that proceeding relative to the resale of ICBs is relevant information.	
53	Produce for each retail end user to which SBC has made available a Save and Winback offering the Documents received from the end user that SBC has relied upon in making available such pricing.	SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	<i>See</i> Rationale for Moving to Compel responses to Document Request Nos. 42 and 46. Moreover, if SBC does not enforce these requirements with respect to its own end users, it is discriminatory and unreasonable to require CLECs to comply.	It is plain on the face of this document request that it is overly broad and unduly burdensome.
58	Produce a list and screen shots of all information a SBC retail Customer Service Representative can access when using the SBC pre-ordering, ordering, provisioning, maintenance and repair and billing functions.	SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	This is relevant to Issue No. 16. The information requested is directly relevant to the question of what is parity access to SBC's OSS. The information included in the requested screen shots will identify the information an SBC retail Customer Service Representative can access while performing the identified functions; the Act and FCC rules require SBC to provide the same information to UCS.	It is plain on the face of this document request that it is overly broad and unduly burdensome.
59	Produce all Documents Relating to all attempts by SBC to provide notice to SBC retail account management or sales personnel of inquiries by a CLEC for a termination penalty calculation.	SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome.	This is relevant to Issue No. 17. The documents called for in this Document Request are relevant to show impermissible lead generation in violation of Section 222 of the Act, which is an unreasonable and anticompetitive activity in violation of the PUA. This information will evidence that SBC exploited a Commission	It is plain on the face of this document request that it is overly broad and unduly burdensome.

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			<p>order to redress anticompetitive conduct by instituting other anticompetitive activities. Responses to this inquiry will definitively prove violation of Section 222 of the Act and demonstrate the need to incorporate UCS' requested language in the Agreement prohibiting this practice.</p>	
60	<p>Produce copies of all Documents exchanged between the group or unit that receives or has received termination penalty calculation inquiries and the retail sales group and/or account management.</p>	<p>SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.</p>	<p>This is relevant to Issue No. 17. The documents called for in this Document Request are relevant to show impermissible lead generation in violation of Section 222 of the Act, which is an unreasonable and anticompetitive activity in violation of the PUA. Notwithstanding the foregoing, UCS will limit the Document Request to those documents that identify lead generation or identify the customers and CLECs that are inquiring about termination penalties.</p>	<p>It is plain on the face of this document request that it is overly broad and unduly burdensome.</p>
61	<p>Produce all Documents that Relates to the methods and procedures to be followed by an SBC employee who receives a call from a retail end user requesting a termination liability calculation.</p>	<p>SBC Illinois objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.</p>	<p>This is relevant to Issue No. 18. The documents called for in this Document Request will show the retention efforts SBC goes through to keep an end user and why the systems SBC has put in place are unreasonable and discriminatory; <i>i.e.</i>, SBC will not provide copies of contracts or a calculation of termination penalties other than set forth in 00-0024, which requires the end user to call SBC and offers SBC the opportunity to then engage in aggressive retention discussions with that end user.</p>	
62	<p>Produce all correspondence between SBC and CLECs that Relates to amending the parties' interconnection agreement because</p>	<p>SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks</p>	<p>This is relevant to Issue No. 24. The documents called for in this Document Request are relevant to show how SBC treats changes in law to its benefit versus changes in law to CLECs' benefit and how SBC has addressed changes in</p>	<p>It is plain on the face of this document request that it is overly broad and unduly burdensome.</p>

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	of a change of law.	information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	law that are effective "automatically." This information is directly relevant to the parties' competing positions as to which changes of law should be effective automatically and which changes of law will not be effective until incorporated into the agreement via an amendment. This information will also demonstrate why it is unreasonable for SBC to be able to further delay an amendment implementing a change of law by invoking the dispute resolution process if the parties fail to agree on the form of an amendment.	
63	Produce all Documents that relate to SBC suspending its provision of termination charge calculations in accordance with the Commission's order in 00-0024	SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	This is relevant to Issue No. 18. The documents called for in this Document Request are relevant because, based on UCS' experience with SBC, at times SBC suspended its provision of termination charge calculations premised on the fact that it had reviewed the order again and was not required to continue providing the calculations. This happened at least twice, with SBC then re-initiating its processing after the brief suspension.	This request is irrelevant. In 00-0024, the Commission ordered SBC Illinois to provide termination charge calculations for certain services. In Issue 18, UCS asks the Commission to expand that requirement to other services. Information concerning SBC Illinois' compliance or non-compliance with the Order in 00-0024 has no possible bearing on whether the requirements the Commission imposed in that docket should be expanded in this one. The request is also unduly burdensome on its face.
64	Produce all Documents that Relate to SBC's obligations under section 13-509 of the PUA, a CLEC's right to use section 13-509 to review SBC's ICBs on file	SBC Illinois objects to this request on the grounds that it calls for a legal conclusion.	This is relevant to Issue No. 2. The documents called for in this Document Request do not "call for a legal conclusion." If the documents are subject to an attorney-client privilege, SBC must produce a privilege log. To the extent SBC has documents that relate to the	

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	with the Commission, or a CLEC's right to order ICBs for resale pursuant to section 13-509 of the PUA.		proposition set forth herein, it must produce them. The documents called for in this Document Request are relevant because SBC represented verbally and in writing during negotiations that §13-509 provided UCS the substantive right to review and resell ICBs and that because of those substantive rights, the parties' agreement need not include any terms or conditions relative to ICBs. SBC also referenced §13-509 as an "existing process", which means SBC must have responsive and relevant documents on this inquiry.	
65	Produce all Documents that Relate to a CLEC's request to resell ICBs to new customers and SBC's response to those requests.	SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome.	This is relevant to Issue Nos.1-4. The documents called for in this Document Request are relevant to SBC's position on ICBs, including the definition of Similarly Situated End Users, the scope of ICBs available for resale, the applicable wholesale discount and, among other things, whether SBC has ever refused to allow a CLEC to resell an ICB (as it did to UCS in November 2002).	This request is irrelevant, because SBC Illinois has agreed that UCS may resell ICBs to new customers. In addition, it is plain on the face of this document request that it is overly broad and unduly burdensome.
67	Produce all Documents that Relate to the position taken by SBC that it is not required to make ICBs or other contract offerings available for resale to customer that were not the original party to such ICBs.	SBC Illinois objects to this data request on the basis that it is vague, overly broad and unduly burdensome.	This is relevant to Issue Nos. 1-4. The documents called for in this Document Request are relevant to SBC's position on ICBs and the basis upon which SBC has limited the resale of ICBs to third parties over the last six and a half years. SBC has made available ICBs for assumption, it has refused however to make ICBs available for resale to new/different end users. Prior to the current negotiations, SBC based this restriction on the fact that it need only make ICBs available to or similarly situated end users, which SBC interpreted as the <u>same</u> end user. This restriction has been	It is plain on the face of this document request that it is overly broad and unduly burdensome.

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			found to be an unreasonable restriction on resale. <i>See AT&T Southern States</i> at 673-674.	
68	Produce all Documents that Relate to the procedure SBC uses for determining which restrictions on resale may be imposed.	SBC Illinois objects to this data request on the basis that it is vague, overly broad and unduly burdensome.	This is relevant to Issue Nos. 4, 9, 10, 12 and 14. The documents called for in this Document Request are relevant to SBC's compliance with 47 CFR §51.613(b).	It is plain on the face of this document request that it is overly broad and unduly burdensome.
71	Produce all Documents that Relate to a credit granted to a retail end user or CLEC for SBC's failure to properly provision ABS.	SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request to the extent it request information on SBC's retain end users and on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	This is relevant to Issue No. 21. The documents called for in this Document Request are relevant because SBC has maintained in negotiations that it has never furnished a credit for fraud not detected by ABS. In addition, UCS seeks parity treatment with SBC retail end users and the only way to verify the veracity of SBC's statement and parity is through discovery.	
73	Produce all Documents that Relate to any internal or externally requested audit results on SBC's Resale Services billing.	SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence.	This is relevant to Issue Nos. 7, 22 and 23. The documents called for in this Document Request are relevant to determining the accuracy of SBC's billing, which implicates (1) UCS' ability to timely file a dispute (Issue 22), (2) whether UCS would have to place in escrow disputed amounts that will be resolved in UCS' favor (Issue 7) and (3) the necessity and perhaps frequency of UCS requesting an audit to ensure it has been billed in accordance with the rates in the agreement (Issue 23).	It is plain on the face of this document request that it is overly broad and unduly burdensome. In addition, the requested documents are not relevant to any of the issues identified by UCS.
74	Produce all Documents that	SBC Illinois objects to this data request on the	This is relevant to Issue Nos. 7 and 22. Clauses (i) and (ii) are	It is plain on the face of this document request

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	<p>Relate to any credits SBC has provided to CLECs for failure to properly bill Resale Services and the elapsed time between (i) the bill date of the services subject to such credit; (ii) the date on which the CLEC disputed or requested a credit for such services; and (iii) the date such credit was provided to the CLEC.</p>	<p>basis that it is overly broad and unduly burdensome.</p>	<p>relevant to parity treatment on disputing bills. Clauses (i) through (iii) are relevant to the issue of UCS having to escrow disputed amounts and the time in which such escrow will deprive UCS of the escrowed amounts.</p>	<p>that it is overly broad and unduly burdensome.</p>
75	<p>Produce Documents relating to the types of Customer Service Record information and information about ICBs and retail services (“Information”) that are available to SBC’s employees and agents engaged in sales or marketing of local telephone service to end user retail customers and the methods available for such SBC employees and agents to access such Customer Service Record information, ICBs, and retail services.</p>	<p>See response to UCS Interrogatory 22.</p>	<p>This is relevant to Issue No. 16. UCS seeks to understand “parity,” and the information called for herein goes directly to what SBC provides at retail. <i>See</i> Rationale for Moving to Compel responses to Document Request No. 58.</p>	
76	<p>Produce all studies, work papers, source materials and other Documents Relating to examinations of SBC’s practices associated with backbilling of services provided to CLECs pursuant to interconnection agreements,</p>	<p>SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is</p>	<p>This is relevant to Issue No. 22. UCS seeks the documents called for in this Document Request to determine whether SBC has acted consistently with its publicly maintained positions on backbilling.</p>	<p>Issue No. 22 has been resolved.</p>

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	<p>including services provided to CLECs pursuant to wholesale tariffs. SBC's response should include, but not be limited to, studies of the practice of backbilling by SBC or its affiliates as it was raised in the course of Section 271 proceedings or contract enforcement actions before the Illinois Commerce Commission, the Michigan Public Service Commission, the Wisconsin Public Service Commission, the Public Utility Commission of Ohio, and the Indiana Utilities Regulatory Commission.</p>	<p>not reasonably calculated to lead to the discovery of admissible evidence. SBC also objects to the extent that this request calls for information for states other than Illinois.</p>		
77	<p>Produce all Documents Relating to any instance in which (i) a SBC, retail end user customer sought to switch to a CLEC, (ii) SBC's Customer Service Record failed to show a termination liability, and (iii) SBC sought to impose a termination liability on an end user retail customer, including but not limited to all Documents relating to any SBC demand for termination payment, any response by the end user retail customer,</p>	<p>SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. SBC Illinois also objects to this data request on the basis that it seeks information that is not relevant to the subject matter of the issues in this proceeding and is not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding these objections and without waiving them, SBC Illinois does not track this information.</p>	<p>This is relevant to Issue No. 6. The documents called for in this Document Request are directly relevant to Section 3.6 of the GT&C and SBC's previous arbitration decision in the McLeod Arbitration Decision.</p>	<p>It is plain on the face of this document request that it is overly broad and unduly burdensome.</p>

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	and any ultimate disposition of the request for a termination liability payment.			
81	Produce all Documents relating to or describing SBC's policies regarding the resale of ICBs in Illinois and/or the use of Section 5/13-509 of the PUA by CLECs for resale of ICBs in Illinois.	SBC Illinois objects to this data request on the basis that it is vague, overly broad and unduly burdensome. Notwithstanding this objection and without waiving it, SBC Illinois states that documentation regarding the resale of contracts can be found in the CLEC Handbook on CLEC On-Line.	This is relevant to Issue Nos.1-4. First, SBC's response is disingenuous as SBC has admitted that it has to date not permitted the resale of ICBs to new end users and that it has no process to address such resale. Its identification of the CLEC Handbook is at best a subterfuge, because the CLEC Handbook only references the assumption of ICBs, not the resale of ICBs. Second, SBC has represented to UCS that section 13-509 provides a substantive right for UCS to review and resell ICBs. Given that section 13-509 has no process or other terms and conditions relating to these two "substantive" rights, it is reasonable to conclude that SBC has developed additional documentation that would fill in the gaps of what SBC perceived to be the section 13-509 process.	It is plain on the face of this document request that it is overly broad and unduly burdensome.
82	Provide all Documents relating to a request either by SBC or any CLEC for an amendment to their interconnection agreement based on a change of law, including without limitation (i) any Documents relating to initiation of a dispute under an interconnection agreement on the basis of a change of law, (ii) any amendments resulting from any such request.	SBC Illinois objects to this data request on the basis that it is overly broad and unduly burdensome. Notwithstanding this objection and without waiving it, see attached example of a change of law notice that was requested by SBC. Any amendments resulting from a change of law request are publicly available.	This is relevant to Issue No. 24. UCS seeks the documents called for in this Document Request because it believes SBC drags its feet on changes in law that benefit the CLEC and can be easily implemented. The documents called for herein would reflect whether that belief is accurate. While the amendments are public, the documents leading up to the amendment are not public and should be produced. See Rationale for Moving to Compel responses to Document Request No. 62.	It is plain on the face of this document request that it is overly broad and unduly burdensome.

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EXHIBIT B

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December 3, 2003

VIA FACSIMILE AND U.S. MAIL

Mr. Paul Dorin
General Attorney
Industry Markets/Wholesale
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Suite 27A
Chicago, Illinois 60606

Re: Status of 251/252 Negotiations Between SBC and UCS

Dear Paul:

Thank you for meeting with Ed Kirsch and me on Monday of this week. This letter has four purposes. First, it will memorialize the points on which we did reach agreement on Monday. Second, it will confirm the two compromises which I suggested UCS might be willing to make, if SBC were willing to agree to certain terms which we discussed, and if SBC's proposal regarding ICBs -- which you have said may be available by Friday of this week -- is acceptable to UCS. Third, this letter will document the course of negotiations over the last few weeks. While we appreciate that you met with us on Monday, we believe that SBC's overall course of conduct does not even come close to meeting the good faith standard, and has left us in a position where we are unable to even state in our Arbitration Petition the areas of agreement and disagreement. Finally, a revised version of the GTCs are being sent to you by messenger and e-mail, and I would like to meet with you as soon as possible (by Friday of this week) for two purposes: First, to see what areas of disagreement remain after you have reviewed the revised GTCs and secondly, to confirm that UCS has accurately reflected SBC's proposed contract language and understands SBC's position on the contested issues.

First, with respect to the Appendix Resale, this will confirm that we were able to reach an agreement on certain terms, including:

1. The table of contents will be eliminated.
2. Section 2.2 -- the words "a Resale Notification" will be added after the words "a Resale Tariff" in the first line.

3. You stated that SBC accepted the changes shown on the "redline" I sent to you yesterday to Sections 2.2.2 through 2.2.4 (relating to the use of the phrases "CompleteLink Agreement" and "CompleteLink Plan").
4. Section 2.2.1 – the phrase "BTN" will be added after the phrase CLEC customer in the second to last line; the word "account" will be deleted.
5. Section 2.2.5 – the last sentence shown on the redline will be added and, as a result, the last sentence of Section 2.2.5.3 will be deleted.
6. Section 2.2.5.1 is rewritten to read, in its entirety,

Initially, the Additional Discount (estimated based upon an annualized basis consistent with the MARC calculation) shall be calculated on a calendar quarterly basis, with the first calculation to be the first calendar quarter after the effective date of a CompleteLink Agreement. The Parties agree to cooperate to implement a solution such that the Additional Discount may be applied to CLEC on a monthly basis on CLEC's standard CompleteLink billing account.

7. Section 2.2.5.2 – The "placeholder" language regarding performance metrics will be deleted.

Please contact me immediately if any of the above statements do not reflect your understandings of our agreements.

As we discussed, some of the more significant issues remaining include the waiver of the MAD on SBC offerings other than the basic CompleteLink plan, the issue of when, if ever, SBC has the right to withdraw the agreement prior to its scheduled termination, the question of whether the terms and conditions of the agreement control over conflicting terms and conditions in tariffs, and most importantly, the rates, terms and conditions by which SBC will make ICBs available to CLECs.

During our meeting, I suggested that UCS might compromise on two of these issues, and agree that (i) there could be certain types of "catastrophic" events which would allow the parties to terminate or withdraw the agreement; and (ii) in some situations (where SBC's end users were required to comply with the requirements of new tariff provisions) certain future changes to tariffs would control over the terms of the Agreement. UCS believes that it is not required to agree to either of these provisions.¹

¹ For example, on the first issue, Paragraph 152 of the First Report and Order and the FCC's regulations (47 C.F.R. §51.301(c)(3)) prohibit SBC from refusing to include in an arbitrated or negotiated agreement a provision that permits the agreement to be amended in the future to take into account changes to FCC or state rules.

Nevertheless, this letter will confirm that UCS would make the compromise on these two issues if, and only if, we reach agreements on the following issues:

1. SBC agrees that UCS has the ability to aggregate end users on volume discount Resale Service offerings made available via the Resale Tariff, Resale Notifications and applicable ICBs. This concept is currently embodied in Section 3.1.2 of the GTCs, Section 2.2.2 of the Appendix Resale (previously agreed to by SBC) and Sections 3.3 and 3.6 of the Appendix Resale.
2. So long as UCS has committed to the highest revenue tier of an offering, SBC agrees to waive the MAD (or similar limitation) on all offerings with respect to UCS. UCS would agree, in this event, not to offer to any individual account receiving service under such offering from UCS a volume-based discount that exceeds the MAD SBC provides its retail end users under such offering. In other words, no individual account could get a larger volume-based discount from UCS than it could have gotten from SBC.
3. SBC's offer concerning ICBs, including the wholesale discount applicable to UCS' resale of an ICB to an end user or aggregation of end users other than the original SBC retail end user, is acceptable to UCS.

If you can confirm that SBC is agreeable to this basic framework, I will send specific language for the changes on catastrophic events and UCS's obligation not to allow individual accounts a greater MAD discount than SBC would allow. The language for our second proposed compromise (i.e. re: conflict between new tariff provisions and agreement) is now contained in Sections 2.2.3 and 2.10 of the GTCs.

While I appreciate you meeting with us, I have to point out what has happened over the last few weeks, and how we have gotten to the situation in which, with only two weeks to go before the deadline for filing the Arbitration Petition, we do not even have an understanding of the issues on which SBC and UCS agree and disagree.

I wrote to you on November 18th, following up on several previous requests for (1) information on how UCS can access ICBs, (2) SBC to take the necessary steps to remove the proprietary treatment for which SBC had requested for ICBs on file with the ICC, and (3) your written response to UCS' proposed Appendix Resale, which I had sent on November 5th. My letter asked that if SBC believed that it would not be able to return the Appendix Resale with SBC's comments, or would not be able to state its position on ICBs, or would not be able to lift the proprietary treatment of ICBs within three days, you would let me know. You did not contact me.

I called you November 21st to ask about the status of the ICBs and the Appendix Resale, and you said that you expected that SBC would be able to send the redlined Appendix Resale "early next week," (i.e. the week of November 24th) and would be able to sit down with me to try to narrow the points of difference on Wednesday of that week (i.e. November 26th). Then, on November 25th you called to say that you realized the redline of the Appendix Resale which we had all used was difficult to read.² In addition, it appears that you would not have been able to meet with us at all that week. The result was to push us into the next week, and to create a situation in which we did not have any of SBC's responses in writing. At Monday's meeting, you did not have access to your client, and although we were able to reach agreement on the minor points listed at the beginning of this letter, you told me that you would need to discuss the more important points with your client – points that have been raised and outstanding since the beginning of our negotiations.

We have also not received to date any information about SBC's position on ICBs.³ You left me a phone message yesterday stating that you hoped to get us the "outline" of a proposal by Friday of this week. UCS has not been able to negotiate with SBC because UCS has not known SBC's position on these issues.

As you know, December 15th is the last day for UCS to file its Arbitration Petitions. We are in the process of completing the Arbitration Petition. Unless you respond to UCS' proposed Appendix Resale, GTCs and other requests by December 5, 2003, we will not have enough time to rewrite the Petitions. I suggest meeting tomorrow to do this. If we are not able to determine the parties' positions by Friday, we will complete the Petition under the assumptions that (1) SBC has rejected all of the changes we requested in the December 2, 2003 version of the Appendix Resale, (2) SBC has rejected all of the changes we requested in UCS' December 3, 2003 version of the GTC, (3) SBC has no new proposal regarding ICBs (other than its previous position that they are "available" pursuant to Section 13-509 of the PUA and that UCS' 251/252 agreement need not set forth rates, terms and conditions regarding UCS' access to ICBs), and (4) SBC is refusing to take steps to lift the proprietary treatment for its ICBs on file with the ICC.

I am simultaneously sending you by e-mail and messenger, a new "color-coded" version of the GTCs, which I think narrows some of the issues. It does not include any language reflecting the compromises offered above (except that Sections 2.2.3 and 2.10

² What is most frustrating about your November 25th call is that you used the same excuse not to provide your comments that you used when you failed to provide timely comments on the Appendix Resale by November 7th – the date SBC had committed to the ICC mediators and UCS to provide such comments. In my letter to you dated November 11th, I addressed the issues you raised on the Appendix Resale and offered to work with you so you could work with the documents. You did not accept that offer.

³ I incorporate my November 18th letter to you and my November 24th letter to Richard Quist, Jr.

of the GTC reflect the compromise on the conflict between the agreement and new tariff provisions), because you have not yet confirmed that SBC will agree to the framework, and because we have no ICB proposal.⁴ Nevertheless, I believe we need to review this document together as soon as possible -- preferably tomorrow -- so we can accurately list both sides' positions in the Arbitration Petition. We are also sending a "color-coded" version of the Appendix Resale, which reflects the changes discussed in the first section of this letter.

Sincerely,



Bruce N. Menkes

BNM/krw/119598v1

cc: Craig Foster
Ed Kirsch

⁴ There are changes to Sections 1.1.1, 1.1.2, 1.1.8, 1.1.20, 1.1.21, 1.1.22, 1.1.29, 2.2.3 (as discussed above), 2.5.1.1, 2.5.1.3, 2.6.1, 2.10.2, 2.7.1, 2.10.3, 3.1.1, 3.1.2.1, 3.1.3, 3.1.4, 3.1.7, 3.1.9, 3.1.10, 4.5.3, 4.5.4, 6.1.2, 7.1.6, 12, 13, 15.4, 17.2 and 27.1. Most of these changes simply represent UCS' acceptance of SBC's proposed changes. Some of the remaining changes are modifications to accommodate our other agreements. There also are other sections where UCS accepted SBC's changes, or removed UCS' own proposed language.

CERTIFICATE OF SERVICE

This is to certify that I have this date served a true and correct copy of the within and foregoing United Communications Systems' Reply in Support of Motion to Compel, by electronic transmission to the following:

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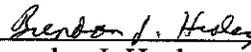
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This 23rd day of February 2004.



Brendan J. Healey