

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

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

AFFIDAVIT OF RONALD C. HILL
ON BEHALF OF SBC ILLINOIS

STATE OF TEXAS)	
)	ss.
COUNTY OF DALLAS)	

Ronald C. Hill, being duly sworn, deposes and states as follows:

1. I am currently employed by SBC in the position of Resale Product Manager. My business address is 311 S. Akard Street, Dallas, TX 75202.
2. Since October 1, 2003, I have been substantially involved in the negotiations with United Communications Systems, Inc. d/b/a Call One (“UCS”) concerning its request for a resale interconnection agreement with SBC Illinois. In particular, I have engaged in negotiations with Bruce Menkes (UCS’s attorney) and Craig Foster (UCS’s CEO). Prior to my involvement in the negotiations, Mary Pat Regan and Lee Sheehan (UCS’s former account manager) were involved in negotiations with UCS on behalf of SBC. I have had numerous discussions with both Mary Pat Regan and Lee Sheehan regarding SBC’s negotiations with UCS prior to my involvement.
3. During the course of the negotiations before UCS filed its Petition for Arbitration (pre-Petition negotiations), Lee Sheehan provided UCS with SBC’s generic resale agreement and

appendices, and told UCS that that language reflected SBC Illinois' baseline negotiating positions with respect to UCS's request for a resale interconnection agreement with SBC Illinois. In addition, during pre-Petition negotiations, both Lee Sheehan and Mary Pat Regan instructed UCS's representatives Bruce Menkes, Ron Lambert and Craig Foster to obtain SBC's generic resale agreement and appendices through SBC's CLEC OnLine website. *See e.g.* Exhibit A.

4. SBC Illinois set forth in its January 29, 2004 Response to UCS's Petition for Arbitration 15 arbitration issues in addition to those that UCS set forth in its Petition. SBC Illinois' arbitration issues 2 through 15 concern language that appears in SBC's generic resale agreement and appendices that were provided to UCS during pre-Petition negotiations and were accessible via SBC's CLEC OnLine website, and that SBC told UCS was SBC Illinois' baseline negotiating position with respect to UCS's request for a resale interconnection agreement.

5. UCS did not object to the language proposed by SBC Illinois' arbitration issues 2 through 15, all of which appeared in the materials that Lee Sheehan provided to UCS and were accessible via SBC's CLEC OnLine website. In fact, UCS's attorney Bruce Menkes and Craig Foster even acknowledged that certain of SBC Illinois' proposed language and documents, such as Performance Measures, the Pricing Appendix, Operator Services Appendix and Operational Support Services should be included in the resale interconnection agreement.

6. UCS's redlined interconnection agreement filed with its Petition for Arbitration, however, did not reflect the language proposed by SBC Illinois either as disputed or undisputed, and did not acknowledge the existence of the recommended appendices. For this reason, SBC Illinois was required to raise arbitration issues 2 through 15 in its Response to UCS's Petition for Arbitration so that the Commission can address that language.

7. SBC Illinois' arbitration issue no. 1 concerns the language set forth in Section 2 of UCS's proposed Appendix Resale, which is largely reflected as undisputed by the parties. SBC Illinois, however, opposes that language because it would require SBC Illinois to provide CompleteLink Service to UCS for resale on terms and conditions that are superior to what SBC Illinois provides its own retail customers.

8. Although SBC Illinois initially agreed to the terms and conditions set forth in Section 2 of UCS's proposed Appendix Resale, SBC Illinois made clear to UCS during pre-Petition negotiations that SBC Illinois' offer to provide UCS with CompleteLink Service for resale on more favorable terms and conditions was made in anticipation of the parties' negotiation of a complete interconnection agreement under Section 252(a)(1) of the Telecommunications Act of 1996 ("1996 Act") rather than through arbitration. UCS, however, ultimately chose to arbitrate the interconnection agreement, and thus, consistent with its position taken during the pre-Petition negotiations with UCS, SBC Illinois now opposes the language that is reflected as undisputed in Section 2 of UCS's proposed Appendix Resale.

Further Affiant sayeth not.



Ronald C. Hill

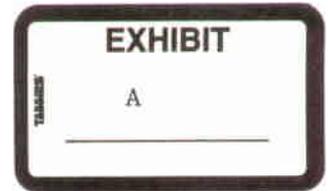
Sworn and Subscribed before me,
this 12 day of March, 2004.



Notary Public



My Commission expires 02.06.06



> -----Original Message-----
> From: REGAN, MARY P (AIT)
> Sent: Thursday, November 20, 2003 8:17 AM
> To: bmenkes@mms-law.net
> Cc: HILL, RONALD C (SWBT); HERRERA, ELSA (PB); DORIN, PAUL E (Legal);
> SHEEHAN, LEE D (SBC-MSI)
> Subject: Appendix Request
>
> <<05A Illinois Perf Measurements 031903.doc>> <<05B Illinois Recourse
> Credits 031903 .doc>>
>
>
> Bruce,
>
> Here are the hard copies of the Appendices you requested. You should also
> check the website for any periodic changes.
>
> Here are instructions:
> 1. click on the link
> 2. select/click on "Interconnection Agreements"
> 3. hold the cursor on (within tan/yellow task bar) "Multi-state
> Interconnection Agreement" and a drop-down box will appear
> 4. move cursor to "Agreement" and select/click
> 5. At the next screen, scroll about halfway down the screen until you see
> "Click here to view and/or download the Interconnection Agreement"
> Select/click on the word "here".
> 6. At the next screen, scroll down to "Illinois" where the PM appendix and
> recourse document are located. If UCS or their attorney follows the
> instructions, the documents can be downloaded for their review.
>
> Thanks,
> Mary Pat Regan
>