

BEFORE THE SOUTH DAKOTA

PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE COMPLAINT OF)
KENNEBEC TELEPHONE COMPANY, INC.) TC-08-031
AGAINST ALLTEL COMMUNICATIONS, INC. FOR)
NONPAYMENT OF TRANSITING CHARGES)

AFFIDAVIT OF RON WILLIAMS IN OPPOSITION TO KENNEBEC'S
MOTION FOR SUMMARY JUDGMENT

STATE OF WASHINGTON)
)
COUNTY OF KING)

COMES NOW Ronald Williams, being first duly sworn upon oath, deposes and states as follows:

1. My name is Ron Williams and I was employed with Alltel Communications, Inc. during 2008. As part of my employment with Alltel, I addressed issues concerning intercarrier relations in South Dakota. Prior to working with Alltel, I worked for Western Wireless.
2. As part of the scope of my employment, I was involved in trying to resolve Kennebec's claim that it was due transiting for delivering Alltel calls and previously Western Wireless calls over its network to various exchanges controlled by Vivian Telephone Company.
3. The original January 1, 1999 Interconnection Agreement with Kennebec Telephone that Kennebec refers to in its brief, there was a transiting rate established for all ILECs. That agreement was a negotiated agreement for Rural Local Exchange Carriers in South Dakota negotiated on behalf of those carriers by a representative of SDTA and other individuals. The inclusion of a transiting rate had nothing to do with actual networks, but was simply an included rate as part of the standard agreement for all of the rural carriers. The Interconnection

Agreement that became effective with Kennebec and numerous other carriers as of January 1, 2003 did not have a transiting rate established.

4. After the 1999 Interconnection Agreement terminated, Western Wireless paid transiting under protest to Kennebec beginning in 2004 and initiated discussions with Kennebec regarding resolving various questions Western Wireless had concerning whether it was obligated to pay transiting and how Kennebec even arrived at the transiting rate.

5. After being unable to resolve these issues in over three years, Western Wireless terminated transiting payments to Kennebec as Western Wireless did not believe it owed the transiting amounts.

6. Several years ago, Western Wireless contracted with Qwest Communications to transit calls to these Vivian exchanges. When Kennebec continued to bill transiting for these calls, Western Wireless and then Alltel contested the transiting charges as Qwest was being paid to transit these calls to the exchanges and Kennebec should be charging Qwest for any transiting of these calls, not Western Wireless or Alltel. If Qwest is crossing the Kennebec network to carry calls from Alltel to the Vivian exchanges and Qwest is being paid by Alltel to carry these calls, any claim for transiting for these calls should be assessed to Qwest.

7. Alltel and Western Wireless have never made it a secret to Kennebec that it disputes the charges because there exist no agreement, no transit rate and that it believes the charges are due from Qwest. Because of this, Western Wireless refused to continue to pay the transiting bills in 2007 and, given Kennebec has refused to respond to these issues, Alltel has continue to object to the bills.

8. After Kennebec filed this action seeking declaration that Alltel owes these transiting amounts, Alltel again in its responsive pleading made clear that it did not believe it was

responsible for these charges and another carrier, Qwest, would be responsible for paying any transiting charges.

9. After the commencement of the action and the answer, conversations were had between the parties regarding the need to clarify this situation. To that end, it was Alltel's understanding that Kennebec was going to answer various questions, including its relationship with Qwest, how the calls are being transited for Qwest and whether Qwest is being charged transiting for these calls. This understanding was confirmed in an e-mail dated March 10, 2008, between Alltel and Kennebec's counsel wherein Kennebec's counsel set forth in her e-mail in part as follows:

Thank you for the information. Kennebec consultant who initially participated in the negotiations with Ron Williams is currently out of the office and will not be back until Wednesday. I have a call scheduled with Kennebec's general manager and its consultant on Wednesday afternoon to discuss the Qwest end rate issues raised last Friday. I will get back to you as soon as I can after this call since I know we are operating on a short time frame.

The information has never been provided.

10. It was Alltel's desire to try to informally complete discovery and discussions on this matter. However, Kennebec has not provided any response, although first agreeing to proceed informally.

11. Concerning Kennebec's assertion that this matter is identical to a transiting question the Commission decided in CT05-001, the assertion is incorrect.

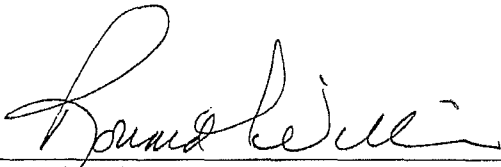
12. I was involved as a witness in that case and in discussing the transiting issue. In CT05-001, Western Wireless sought a refund of amounts already paid to Golden West Telecommunications Cooperative, Inc.

13. In that situation, the question of transiting came up as a small part of litigation concerning various other issues. It was during the discovery on other issues a question on transiting came up and a refund was pursued.

14. In CT05-001, Golden West transiting to a Vivian exchange. Western Wireless contended that since there was no agreed upon rate for transiting, the transiting should not have been charged and that because Vivian Telephone Company was a subsidiary of Golden West, that Golden West was effectively charging for transiting over its own network to its own end users and gaming the system. The Commission determined that given the fact that the amount had been billed at a set rate and had not been contested by Western Wireless when paid, Western Wireless had impliedly agreed to pay for the transiting and, therefore, not entitled to a refund.

15. Contrary to the Golden West situation, in this situation these bills have been objected to by Western Wireless and Alltel for various reasons including that Qwest should be paying for this transiting and may be paying for this transiting already.

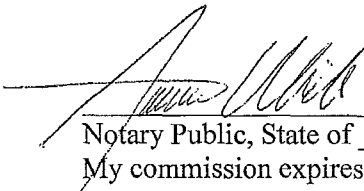
Dated this 20th day of May, 2009.



Ronald Williams

Subscribed and sworn to before me this 28 day of May, 2009.





Notary Public, State of Washington
My commission expires: May 26, 2010