

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

Delta Phones, Inc.,)	
)	
Complainant,)	
)	
v.)	Case No. TC-2004-0064
)	
Southwestern Bell Telephone Company, L.P.,)	
d/b/a Southwestern Bell Telephone Company,)	
)	
Respondent.)	

AFFIDAVIT OF LANCE MCNIEL

STATE OF TEXAS)	
)	SS
CITY OF DALLAS)	

COMES NOW Lance McNiel, being duly sworn on his oath, and states as follows:

1. My name is Lance McNiel. My business address is Three SBC Plaza, 308 South Akard, Room No. 1420.G2, Dallas, Texas 75202. I am the Area Manager of OSS Support and Reporting. My position involves supporting the regulatory activities of Southwestern Bell Telephone, L.P. d/b/a SBC Missouri ("SBC Missouri") and other Incumbent Local Exchange Carriers owned by SBC Communications, Inc. ("SBC").
2. I have a Bachelors of Business Administration in Marketing from Texas Wesleyan University Fort Worth, Texas. I began working for SBC Missouri in June, 1997, as a Service Representative in the Local Service Center ("LSC") in Fort Worth, Texas. I was promoted to the position of Manager – Local Service Center in the Resale area in October, 1999. In December, 1999, I was transferred to the DSL area of the LSC, where I worked as a Customer Care Manager until I was promoted to my current position.
3. The purpose of my affidavit is to explain the restrictions placed on Delta Phones' use of SBC Missouri's operational support systems ("OSS") based upon its failure to pay undisputed sums and to escrow any disputed billing amounts.
4. Under Section 9.5.1 of the General Terms and Conditions of the SBC Missouri-Delta Phones Interconnection Agreement, SBC Missouri is permitted to take

certain actions if Delta Phones fails to pay undisputed charges and to escrow disputed charges. SBC Missouri has exercised its rights under Section 9.5.1.1 which permits it to:

Suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement.

5. As a result of this suspension, Delta Phones is not permitted to submit new orders for service, change the service of existing customers, or disconnect its customers utilizing SBC Missouri's electronic OSS. Delta Phones is, however, permitted to submit manual orders to disconnect its customers.
6. Delta Phones continues to have access to other components of SBC Missouri's OSS. Delta Phones continues to have access to pre-ordering, order status, maintenance-repair and billing OSS. Delta Phones may utilize these aspects of SBC Missouri's OSS to check the status of existing orders, to arrange for maintenance of any existing customer's service or check billing information on an electronic basis. In fact, as of August 13, 2003, Delta Phones personnel are continuing to access these OSS on an electronic basis.
7. SBC Missouri bills Delta Phones, for services provided to it. SBC Missouri does not, however, bill the end-user customers of Delta Phones for any telecommunications services. That billing is the responsibility of Delta Phones.


Lance McNiel

Subscribed and sworn to before me this 15th day of August, 2003.


Notary Public 8/15/03

