

Kevin M. McDonough (#5109)
Nancy A. Mismash (#6615)
MISMASH & McDONOUGH, LLC
136 South Main Street
Suite 404, Kearns Building
Salt Lake City, Utah 84101
Ph: 801-531-6088
Fax: 801-531-6093

Attorneys for Complainants

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

CLEAR WAVE COMMUNICATIONS, L.C.,
a Utah limited liability company, EAST WIND
ENTERPRISES, LLC, a Utah limited liability
company, PROHILL, INC., a Utah corporation
dba MERIDIAN COMMUNICATIONS OF
UTAH, and SBS TELECOMMUNICATIONS,
INC., a Utah corporation,

Complainants,

vs.

QWEST CORPORATION, a Colorado
corporation,

Respondent.

DOCKET NO. 04-049-06

AFFIDAVIT OF JAY E. BODINE

JAY EDGAR BODINE, having been duly sworn, testifies as follows:

1. I am over the age of 21, competent to testify, and have personal knowledge of the facts stated herein and know the same to be true and accurate.
2. I am the co-founder and Vice President of SBS Telecommunications, Inc.
3. I have over 20 years experience working in the telecommunications industry. I have performed duties as a Service Installer, Special Services Installer, Commercial Systems Installer, Journeyman Lineman, Journeyman Splicer, Trainer, and Splicing Supervisor. I have

performed these duties for various Local Exchange Carriers (LECs) and contract service companies in 5 western states. I have worked on U.S. West/Qwest property for most of the last seven (7) years.

4. In my capacity as Vice President of SBS Telecommunications, Inc., I am authorized to transact business on behalf of SBS; and indeed have engaged in business transactions on behalf of SBS as an Option 2 contractor in its dealings with Qwest.

5. On numerous occasions, in my capacity as an Option 2 contractor I have submitted to Qwest cost estimates relative to individual construction projects.

6. On or about November 18, 2003, on behalf of SBS I forwarded a letter to Qwest identifying SBS's costs estimates as related to the Riverwood Project in Logan, Utah. (See Exhibit 1 hereto).

7. The cost estimates set forth in my letter regarding the Riverwood Project were accepted by Qwest; and an LDA was generated and forwarded to me concerning said project.

8. Consistent with the cost estimate that was furnished regarding the Riverwood Project, SBS was reimbursed at the rate of \$436.16 per lot.

9. On or about November 4, 2003, on behalf of SBS I forwarded a letter to Qwest identifying SBS's costs estimates as related to the Sunrise Estates in Riverton, Utah. (See Exhibit 2 hereto).

10. The cost estimates set forth in my letter regarding the Sunrise Estate were accepted by Qwest; and an LDA was generated and forwarded to me concerning said project.

11. Consistent with the cost estimate that was furnished regarding the Sunrise Estates, SBS was reimbursed at the rate of \$436.16 per lot.

12. On or about May 24, 2004, on behalf of SBS I forwarded a letter to Qwest identifying SBS's cost estimates as related to the Fox Hollow Plat 1 and 2 Project in Saratoga Springs, Utah. (See Exhibit 3 hereto).

13. The cost estimates set forth in my letter regarding the Fox Hollow were accepted by Qwest; and an LDA was generated and forwarded to me concerning said project.

14. Consistent with the cost estimate that was furnished regarding the Fox Hollow Plat 1 and 2, SBS was reimbursed at the rate of \$436.16 per lot.

15. On or about March 8, 2004, on behalf of SBS I forwarded a letter to Qwest identifying SBS's costs estimates as related to the Long Drive Project in Alpine, Utah. (See Exhibit 4 hereto).

16. The cost estimates set forth in my letter regarding the Long Drive Project were accepted by Qwest; and an LDA was generated and forwarded to me concerning said project.

17. Consistent with the cost estimate that was furnished regarding the Long Drive, Plat A, SBS was reimbursed at the rate of \$436.16 per lot.

18. On or about June 4, 2004, on behalf of SBS I forwarded a letter to Qwest identifying SBS's costs estimates as related to the Spring Street Project in Logan Utah. (See Exhibit 5 hereto).

19. The cost estimates set forth in my letter regarding the Spring Street Project were accepted by Qwest; and an LDA was generated and forwarded to me concerning said project.

20. Consistent with the cost estimate that was furnished regarding the Spring Street Project, Part 1, SBS will be reimbursed at the rate of \$436.16 per lot.

FURTHER, AFFIANT SAYETH NAUGHT.

DATED this _____ day of November, 2004.

Jay E. Bodine

STATE OF UTAH)
 :ss.
SALT LAKE COUNTY)

SUBSCRIBED AND SWORN to before me this _____ day of November, 2004.

NOTARY PUBLIC
Residing in _____
My Commission expires: _____

CERTIFICATE OF MAILING

I hereby certify that on this ___ day of November, 2004, I caused to be delivered by U.S. Mail, postage prepaid, and by electronic mail, a true and correct copy of the foregoing **AFFIDAVIT OF JAY E. BODINE** to the following individual:

David L. Elmont
Stoel Rives, LLP
201 S MAIN ST STE 1100
SALT LAKE CITY, UT, 84111
dlelmont@stoel.com

Patricia E. Schmid
Assistant Attorney General
160 E 300 S
POB 140847
SALT LAKE CITY, UT, 84114
pschmid@utah.gov

Sharon Bertelsen
Jennifer Rigby
Ballard Spahr Andrews & Ingersoll, LLP
201 S MAIN ST STE 600
SALT LAKE CITY, UT, 84111-2221
bertelsens@ballardspahr.com
rigbyj@ballardspahr.com

Reed Warnick
Assistant Attorney General
500 Heber Wells Building
160 East 300 South
Salt Lake City, Utah 84111
rwarnick@utah.gov

Olivia Smith
Committee of Consumer Service
160 East 300 South, 2nd Floor
Salt Lake City, Utah 84111
osmith@utah.gov

Lindsay Mathie
Public Service Commission
160 East 300 South
PO Box 45585
Salt Lake City, Utah 84145-0585
lmathie@utah.gov
