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6 **BEFORE THE WASHINGTON UTILITIES
AND TRANSPORTATION COMMISSION**

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8 WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,

UT-033011

9
10 Complainant,

11 v.

DECLARATION OF DAVID HAMMOCK IN
SUPPORT OF SBC TELECOM, INC.'S
MOTION FOR SUMMARY DISPOSITION

12 ADVANCED TELCOM, INC., dba
13 ADVANCED TELCOM GROUP;
14 ALLEGIANCE TELECOM, INC.; AT&T
COMMUNICATIONS OF THE PACIFIC
15 NORTHWEST AND TCG SEATTLE;
16 COVAD COMMUNICATIONS
COMPANY; ELECTRIC LIGHTWAVE,
17 LLC; ESCHELON TELECOM OF
WASHINGTON, INC.; FAIRPOINT
18 CARRIER SERVICES, INC. f/k/a
FAIRPOINT COMMUNICATIONS
19 SOLUTIONS CORP.; GLOBAL CROSSING
LOCAL SERVICES, INC.; INTEGRA
20 TELECOM OF WASHINGTON, INC.;
WORLDCOM, INC.; McLEODUSA
21 TELECOMMUNICATIONS SERVICES,
INC.; SBC TELECOM, INC.; QWEST
22 CORPORATION; and XO WASHINGTON,
INC.

23 Respondents.
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26 DECLARATION OF DAVID HAMMOCK IN
SUPPORT OF SBC TELECOM'S MOTION FOR
SUMMARY DISPOSITION - 1

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1 I, David Hammock, declare under penalty of perjury, under the laws of the state of Texas,
2 that the following statements are true and correct.

- 3 1. I am older than the age of eighteen and competent to testify.
- 4 2. I am the Regional Vice-President, Carrier Management and Local Access for SBC Telecom,
5 Inc. ("SBC"), and I am familiar with the facts involving the settlement between U S West
6 Communications, Inc. ("U S West"), now known as Qwest Corporation ("Qwest"),
7 concerning SBC's opposition to the U S West/Qwest merger.
- 8 3. On June 1, 2000, Kathrine Fleming, Vice President of Interconnection Implementation for U
9 S West, sent a letter to SBC designed to serve as a settlement between SBC and U S West
10 (the "Settlement Letter") to resolve SBC opposition to the U S West/Qwest merger that was
11 being reviewed in various state public utility commissions.
- 12 4. At that time, SBC was in the process of complying with a Federal Communications
13 Commission ("FCC") order concerning a merger between SBC and Ameritech.
- 14 5. As a part of the SBC/Ameritech merger, FCC had placed several requirements on SBC. One
15 of these requirements was that SBC would offer services as a competitive local exchange
16 carrier ("CLEC") outside of SBC's traditional thirteen-state incumbent local exchange
17 carrier ("ILEC") territory.
- 18 6. As a part of this requirement to offer services as a CLEC, the FCC had established a
19 schedule by which SBC had to provide services (as a CLEC) in various states and, in
20 particular, in the top 30 markets within those states.
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26 DECLARATION OF DAVID HAMMOCK IN
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- 1 7. If SBC failed to meet the FCC's imposed deadlines, SBC was subject to millions of dollars
2 of potential fines. As a result, time was truly of the essence in ensuring that SBC, as a
3 CLEC, was able to fully implement the FCC's schedule, by working with the ILECs in the
4 various locations.
- 5 8. One of the locations in which SBC was required to offer services as a CLEC was the Seattle,
6 Washington market. Indeed, Seattle was one of the first places on the FCC's schedule
7 where SBC had to provide services as a CLEC.
- 8 9. As a result, in an effort to comply with the requirements of the FCC's merger order, SBC
9 was willing to withdraw its opposition to the U S West/Qwest merger in exchange for U S
10 West's willingness to enter into interconnection agreements within a timeframe that allowed
11 SBC to comply with the FCC's order regarding its merger with Ameritech.
- 12 10. SBC was determined to do its best to comply with the FCC's schedule. Thus, the critical
13 issue for SBC was the timing of the interconnection agreements – even above the actual
14 provisions themselves.
- 15 11. Along these lines, the Settlement Letter spells out one specific requirement that U S West
16 had to perform, in addition to timely entering into an interconnection agreement, in order to
17 allow SBC to meet the FCC's schedule.
- 18 12. That involved the provisioning of an OC 12 at SBC's facilities in Seattle. If Qwest was
19 willing to provision an OC 12 in Seattle for SBC's use by the deadlines listed in the
20 Settlement Letter, SBC felt confident that it would be able to meet the FCC's deadline that it
21 begin providing services in the Seattle area within a specific timeframe.
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- 1 13. This was a one-time provision that was not “ongoing” in nature.
- 2 14. With respect to the various provisions in the Settlement Letter associated with entering into
3 interconnection agreements in the states (including Washington), under the explicit terms of
4 the Settlement Letter, unbundling of network elements, transporting live traffic and other
5 “interconnection” type activities could not be implemented until after the appropriate
6 various state commission had approved the interconnection agreement for that state under 47
7 U.S.C. § 252 (with the exception that SBC be allowed to order and provision
8 interconnection facilities and trunks without passing live traffic).
- 9 15. The Settlement Letter did call for U S West to begin to “process service orders” after the
10 execution of the various interconnection agreements, but before final state commission
11 approval.
- 12 16. This provision was merely to ensure that everything was in place upon state commission
13 approval for actual implementation of the interconnection agreements.
- 14 17. All of the “interconnection” types of obligations were explicitly postponed until after state
15 commission approval.
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19 RESPECTFULLY SUBMITTED, this ____ day of _____, 2003.

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22 _____
DAVID HAMMOCK

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26 DECLARATION OF DAVID HAMMOCK IN
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CERTIFICATE OF SERVICE- 1

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