

BEFORE THE WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION

IN THE MATTER OF THE )  
COMPLAINT AND REQUEST FOR )  
EXPEDITED TREATMENT OF AT&T )  
COMMUNICATIONS OF THE PACIFIC ) DOCKET NO. UT-991292  
NORTHWEST, INC. AGAINST )  
U S WEST COMMUNICATIONS, INC. )  
REGARDING PROVISIONING OF )  
ACCESS SERVICE )  
)

**REBUTTAL TESTIMONY OF**  
**BETH ANN HALVORSON**  
**ON BEHALF OF**  
**U S WEST COMMUNICATIONS, INC.**

**JANUARY 11, 2000**

1 **I.INTRODUCTION**

2

3

4 **PLEASE STATE YOUR NAME.**

5 A. Beth Ann Halvorson.

6

7 **HAVE YOU PREVIOUSLY TESTIFIED IN THIS DOCKET?**

8 A. Yes, I filed direct testimony on November 17, 1999.

9

10 **WHAT IS THE PURPOSE OF YOUR TESTIMONY TODAY?**

11 A. I am rebutting certain issues and allegations raised in the direct and rebuttal

12 testimonies of Ms. Charlotte Field and Mr. Ken Wilson in this docket.

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**II. REBUTTAL OF MR. WILSON'S DIRECT AND  
REBUTTAL TESTIMONY OF DECEMBER 17, 1999**

17 **ON PAGE 7, LINE 3, MR. WILSON NOTES THAT U S WEST'S TARIFFS**

18 **STATE THAT STANDARD INTERVALS APPLY WHEN FACILITIES ARE**

19 **AVAILABLE AND ON PAGE 8, LINE 21, HE STATES THAT THE MOST**

20 **COMMON CAUSE OF LONG PROVISIONING INTERVALS IS**

21 **INSUFFICIENT FACILITIES. ARE THERE OTHER FACTORS THAT CAN**

22 **AFFECT THE PROVISIONING INTERVAL?**

23 A. Yes. There are any number of factors that affect U S WEST's

24 ability to meet standard intervals, many of which are out of U S WEST's

1 control. These would include waiting on the end user customer to be  
2 ready to turn up the service, waiting service, waiting on another independent  
3 local exchange carrier to be ready to turn up service. Additionally, issues such as  
4 incorrect or incomplete equipment on the end user's premises, power or  
5 grounding issues, rights-of-way or significant outages can affect provisioning  
6 capabilities. End user and carrier issues can be quite significant. As I discuss  
7 later in my rebuttal testimony, U S WEST has **PROPRIETARY** \* \* \*  
8 [REDACTED] \* \* \* **PROPRIETARY**

9  
10 **CAN YOU GIVE MORE INFORMATION AS TO HOW OUTAGES AFFECT**  
11 **PROVISIONING INTERVALS?**

12 A. Yes. Whenever we have large outages that are caused by weather or contractors for other CLECs or  
13 utilities cutting fiber, we put the restoration of service to the affected customers as our first priority.  
14 This typically means that we take technicians off of provisioning work and move them to repair for as  
15 long as is needed to clear the trouble. Unfortunately in those instances when a contractor working for a  
16 CLEC or utility cuts a U S WEST fiber, the public often assumes that the problem is due to U S WEST  
17 error or negligence. Although not directly related to AT&T, U S WEST recently had a large outage that  
18 illustrates this point. A CLEC contractor cut a fiber cable in Denver, Colorado. Provisioning  
19 personnel were taken off of provisioning work and moved to repair to help repair the damage. Best  
20 estimates indicate that over 100 customer orders were delayed due to this transfer of personnel.

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6 utility cuts a U S WEST fiber, the public often assumes that the problem is due to U S  
7 WEST error or negligence. Although not directly related to AT&T, U S WEST  
8 recently had a large outage that illustrates this point. A CLEC contractor cut a fiber  
9 cable in Denver, Colorado. Provisioning personnel were taken off of provisioning  
10 work and moved to repair to help repair the damage. Best estimates indicate that over  
11 100 customer orders were delayed due to this transfer of personnel.

12 **Q. HAS AT&T EVER BEEN IMPLICATED IN SUCH OUTAGES?**

13 A. Yes. Outages caused by AT&T actions or those of their contractor are not  
14 insignificant. In 1999 alone, there were 13 AT&T-caused outages, requiring  
15 U S WEST to devote resources to repair which could otherwise have been devoted to  
16 provisioning.

17

18 **ON PAGE 7, LINE 3, MR. WILSON STATES THAT U S WEST SHOULD BE**  
19 **ABLE TO ANTICIPATE AND BUILD FOR GROWTH AND CUSTOMER**  
20 **DEMANDS, SO THAT FACILITIES ARE GENERALLY AVAILABLE. DO**  
21 **YOU AGREE WITH MR. WILSON'S STATEMENT?**

1 A. No. U S WEST is not clairvoyant and can only anticipate and build for growth in  
2 those areas where we are provided a meaningful forecast. As noted in Ms. Retka's  
3 testimony, U S WEST does anticipate growth and build appropriately based on both  
4 retail and wholesale forecasts. This may not adequately represent the needs of  
5 AT&T's end-user customers, however. Since U S WEST is not privy to the detailed  
6 needs of AT&T's customers, we can only rely on AT&T to let us know what their  
7 anticipated needs are.

8  
9 If the demand is not discovered until an order is sent to U S WEST, we do our best to  
10 get facilities in place quickly and accurately. We are able to construct and provision  
11 facilities to AT&T in almost all cases<sup>1</sup>, but may not be able to do so within the time  
12 constraints given to us by AT&T, unless we are given end-user forecasts by AT&T.

13

14 **DOES AT&T PROVIDE U S WEST WITH ANY END-USER FORECASTS THAT**  
15 **WOULD HELP U S WEST MAKE PRUDENT BUSINESS DECISIONS**  
16 **REGARDING THE DEPLOYMENT OF FACILITIES?**

17 A. No, they do not. AT&T provides forecasts, which only show projected facilities  
18 which connect their network to U S WEST's network (entrance facilities). (Please  
19 see Exhibit BAH-12 for diagrams showing the various components of access  
20 services.) AT&T has refused to provide any forecasts regarding end user needs. It  
21 should be noted that it is these end-user facilities (circuits) upon which AT&T's entire

1 complaint in this proceeding rests.

2

3 **WHY WOULD END-USER FORECASTS BE IMPORTANT IN FACILITY**  
4 **PLANNING?**

5 A. If U S WEST had end-user forecasts from AT&T, we could vastly improve our ability  
6 to deploy our capital and build facilities where the need is going to occur, rather than  
7 waiting until we receive an order to determine if facilities exist or whether a capital  
8 build-out is necessary. This does not guarantee that facilities will be in place in all  
9 circumstances, but would greatly improve the process.

10

11

12 **ON PAGE 7, LINE 10, MR. WILSON INTRODUCES HIS “ANALYSIS” OF 1500**  
13 **ORDERS FOR DS1’S. WERE YOU ABLE TO VALIDATE MR. WILSON’S**  
14 **DATA?**

15 A. No. Mr. Wilson’s alleged 1500 orders were provided to us in three files. In these  
16 files, U S WEST could only find approximately 1,360 orders. Within these 1,360  
17 orders, a cursory review showed at least 211 to be duplicated. That is, approximately  
18 16% of the orders listed by Mr. Wilson were used in error. This brings into question  
19 the validity of any of Mr. Wilson’s analysis or conclusions resulting from this data.

20

21 Additionally, AT&T’s continually shifting targets in this complaint, from 70 held  
22 orders in the initial complaint to an “analysis” now of over 1000 orders, make it

1 difficult to thoroughly and completely analyze the data and conclusions drawn.

2

3 **ARE THERE ANY OTHER AREAS OF MR. WILSON'S TESTIMONY THAT**  
4 **ADD CONFUSION IN THIS MATTER?**

5 Yes, on page 8 of Mr. Wilson's testimony, he makes reference to on-time provisioning of  
6 DS1 trunks and DS0 trunks, which is outside the context of this complaint. In Ms.  
7 Field's direct testimony, page 6, she explains that the services covered in this  
8 complaint are primarily dedicated DS1 and DS0 services, known as special access  
9 services. A trunk is typically a switched access service. A distinction between trunks  
10 (switched access) and dedicated DS1/DS0 services (special access) should be made  
11 for purposes of this complaint, because none of the 70 held orders identified by  
12 AT&T in this complaint were for switched access services, a fact with which Mr.  
13 Wilson should be quite familiar. Additionally, none of the missed DS1s or missed  
14 DS0s referenced in AT&T's Discovery Exhibits 2 and 10 were for switched access  
15 services.

16

17 **FROM HIS STUDY OF THESE 1500 ORDERS, MR. WILSON DRAWS THE**  
18 **CONCLUSION THAT THE AVERAGE INTERVAL IS CONSIDERABLY**  
19 **LONGER THAN THE STANDARD INTERVAL. WHAT FLAWS ARE**  
20 **APPARENT IN HIS ANALYSIS?**

21 A. A number of flaws are readily apparent. First, it does not appear that Mr. Wilson

1 divided his data into orders where facilities were available versus those without  
2 available facilities. As noted by Mr. Wilson earlier in his testimony, U S WEST  
3 tariffs only offer standard intervals where facilities are available. Orders where no  
4 facilities are available are provisioned under tariff on an individual case basis (ICB).  
5 This means there is no standard interval for these types of orders. Combining the two  
6 types of orders together does not comport with the U S WEST's requirements under  
7 Washington tariff or with reasoned analysis.

8  
9 Second, Mr. Wilson bases his conclusion on average intervals. Average intervals are  
10 completely skewed if only a few orders take an extraordinary amount of time. A  
11 better measurement would be to determine the median or a frequency distribution that  
12 shows which intervals occur most often.

13  
14 Third, Mr. Wilson apparently did not consider orders that had long intervals due to  
15 delays from AT&T or their end user customer.

16

17 **DO YOU HAVE ANY DATA THAT SUPPORTS YOUR CONTENTIONS?**

18 A. Yes. I asked members of my team to analyze AT&T WA DS1 and DS0 order data for  
19 approximately same time period of Mr. Wilson's study.<sup>1</sup> (See **Proprietary** Exhibit

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<sup>1</sup> We analyzed January 1999 through November 1999 data, which was the same data used for the self-report given to AT&T monthly. The data was stratified, excluding AT&T projects & engineering service orders, as well as all customer misses and independent company misses.



1 BAH-13 for a listing of orders studied.)

2

3 We found DS1 orders had an average interval of receipt to completion of 22 days,  
4 while the median time for the same order is only 14 days. DS0's had a 15-day  
5 average interval and 12-day median interval. This study includes both orders where  
6 facilities are in place and those where facilities are not. The standard interval for  
7 DSOs and DS1s is 5-8 days depending on the service type and density of the area.  
8 Contrary to Mr. Wilson's assertions, the fact that U S WEST's data includes orders  
9 held for no facilities and has median intervals of 14 days for DS1s and 12 days for  
10 DSOs shows that our installation of these services are timely.

11

12 Additionally, Mr. Wilson is making assumptions about data for which he has no  
13 personal knowledge and consequently, he arrives at inaccurate conclusions. For  
14 example, the average due date intervals outlined in U S WEST's data response no. 18  
15 include all AT&T projects and engineering service orders where the due dates are  
16 negotiated with AT&T on an individual case basis. Therefore, if the average interval  
17 seems long, it does not necessarily mean that U S WEST was negligent or that U S  
18 WEST missed the due date. It simply means that U S WEST and AT&T agreed to a  
19 longer interval to accommodate the time frame negotiated for each project. Mr.  
20 Wilson needs to understand the data before presenting his opinions as fact.

21

1 **Q. IS THERE ANY ADDITIONAL DATA THAT YOU WOULD LIKE TO**  
2 **OFFER REGARDING TIMELY PROVISIONING OF DESIGNED**  
3 **SERVICES?**

4 A. Yes. I directed my staff to analyze held order data for WA as of December 31, 1999  
5 and to split it into two categories – those under U S WEST’s control and those that  
6 are held pending action by AT&T. As you can see from **Proprietary** Exhibits BAH-  
7 14 and BAH-15, the orders held pending action by AT&T are almost five times more  
8 than those held pending U S WEST action. These orders that are unfilled due to  
9 AT&T have been completed by U S WEST and are waiting for AT&T or its end user  
10 customer to complete their work. This prematurely ties up U S WEST resources that  
11 could have been dedicated to timely provisioning of other services. BAH-14 provides  
12 the summarized data, BAH-15 provides the order-by-order view of the data.

13

14 **Q. DO YOU HAVE ANY ADDITIONAL DATA WHICH ADDRESSES MR.**  
15 **WILSON’S ALLEGATION THAT U S WEST MISSES CDDD FAIRLY**  
16 **OFTEN?**

17 A. Yes, using AT&T criteria for reporting the percent of orders meeting the Customer  
18 Desired Due Date, U S WEST analyzed all the orders where the CDDD was missed in  
19 1999<sup>2</sup>. We found that CDDD was missed 24% of the time for DS1s and 25% of the

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1 <sup>2</sup> U S WEST analyzed data from January 1999 through November 1999, using data which is provided to  
2 AT&T monthly.

1 time for DS0s because the customer (AT&T) or end user was not ready. In these  
2 situations U S WEST is forced to dispatch a technician a second time to complete the  
3 order. Needless to say, this is costly and has the potential to jeopardize orders due in  
4 the following days. To help AT&T address this problem, each month U S WEST  
5 provides AT&T a list of every order where the CDDD was missed due to customer  
6 (AT&T) or end user reasons. Despite these efforts, the number of orders coded as  
7 “customer not ready” remains high and the problem appears to be getting worse.<sup>3</sup>  
8 During the months of September through November 1999, the percent of CDDD  
9 misses caused by the customer not being ready approached 30% for DS1 and  
10 exceeded 30% DS0 orders. Once again, a more thorough analysis of the data and  
11 processes results in conclusions quite different from Mr. Wilson’s allegations.

12

13 **ON PAGE 11, MR. WILSON CLAIMS THAT U S WEST “FORCE(S) AT&T TO**  
14 **SUPPLEMENT THE ORDER...”, THUS RESETTING THE CUSTOMER**  
15 **DESIRED DUE DATE. DOES SUPPLEMENTING THE ORDER CAUSE**  
16 **CDDD TO BE CHANGED?**

17 A. No.

18

19 **Q. DOES U S WEST FORCE AT&T TO SUPPLEMENT ORDERS?**

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1 <sup>3</sup> September through November 1999, 766 customer-not-ready orders; June through August 1999, 618  
2 customer-not-ready orders.

1 A. No. Such a statement belies Mr. Wilson's professed knowledge of such matters.

2

3 First of all, under U S WEST's provisioning process, U S WEST will request a  
4 supplemental order whenever the Access Service Request (ASR) received from the  
5 customer includes erroneous information. Errors include such things as incorrect  
6 address information or invalid entries in the required data fields of the service being  
7 ordered. In actuality, U S WEST frequently makes the corrections for AT&T rather  
8 than delay the order while waiting for the correction. According to AT&T's own  
9 assessment of its performance, approximately 79% of its orders were inaccurate.

10 Regardless of whether U S WEST or AT&T corrects the order, the CDDD is  
11 unaffected.

12

13 Second, if U S WEST finds it necessary to change the due date after an FOC has been  
14 transmitted, U S WEST reissues the FOC. This would not change the CDDD,  
15 however. U S WEST does not ask, much less force, AT&T to issue a supplemental  
16 order to change the due date.

17

18 Finally, U S WEST does require a supplemental order when the customer, in this  
19 case, AT&T, requests that a due date be changed. The only way for CDDD to be  
20 changed is for AT&T to request that it be changed.

21

1 **HAS AT&T EVER INDICATED TO U S WEST A CONCERN THAT U S WEST**  
2 **WAS MANIPULATING THE DATA SO THAT ON-TIME PERFORMANCE**  
3 **APPEARS BETTER THAN IT IS?**

4 A. No, quite the contrary. AT&T's procedure calls for annual certification of the self-  
5 reporting process. Part of this certification calls for U S WEST and AT&T to do an  
6 order-by-order comparison of the CDDD, U S WEST due date and order completion  
7 date. In June of 1999, AT&T met with U S WEST to certify the self-reporting of  
8 designed services provisioning. AT&T found that the calculation of on-time  
9 performance was in compliance.

10

11 **ON PAGE 11, LINE 21, MR. WILSON STATES THAT IF CAPACITY IS NOT**  
12 **AVAILABLE, U S WEST SHOULD INFORM AT&T OF THAT FACT. IS**  
13 **AT&T TYPICALLY INFORMED WHEN FACILITIES ARE**  
14 **UNAVAILABLE?**

15 A. Yes, they are. Following the critical interval process, U S WEST checks the status of  
16 the order at RID (Record Issuance Date) plus one business day. If we are unable to  
17 complete the design of the order, U S WEST will monitor the order over a period of  
18 seven days. Within that period of time, U S WEST will FOC a due date that reflects  
19 the RFS (Ready for Service Date) plus the standard interval. Once again, additional  
20 research would have prevented Mr. Wilson from making unnecessary claims.

21

1 **BEGINNING ON PAGE 14, MR. WILSON MAKES A NUMBER OF SWEEPING**  
2 **ACCUSATIONS ABOUT U S WEST'S ALLEGED DISCRIMINATION IN**  
3 **FAVOR OF ITS RETAIL CUSTOMERS. PLEASE COMMENT.**

4 A. Mr. Wilson has again misrepresented the data. He does not fully understand the  
5 measurement criteria and underlying data associated with U S WEST's data response  
6 no. 18. On face value it appears that U S WEST's average interval for retail markets  
7 is shorter than the average interval for AT&T. This is not true. I'd like to emphasize  
8 that U S WEST's data includes projects and engineering service orders and other  
9 orders not included in AT&T's self reporting criteria. In many instances the due dates  
10 associated with these types of orders are negotiated with AT&T on an individual case  
11 basis. Therefore, the fact that the average interval is longer for AT&T than it is for  
12 U S WEST retail markets is a non-issue. Attempting to do any analysis of data  
13 without understanding the criteria and methodology supporting it is irresponsible. In  
14 fact, within the same data response no. 18, U S WEST provided data charts that  
15 clearly show a greater percentage of AT&T's orders are completed on time than for  
16 U S WEST retail and wholesale markets.

17

18 In my role as Vice President of the Major Markets accounts, I occasionally see  
19 instances where carriers are so anxious to help their end-user customers that they ask  
20 U S WEST to prioritize their orders ahead of other customer's orders. In each  
21 instance of which I am aware, U S WEST made sure that parity was maintained and

1 that orders were processed on a first-in, first-out basis. There is no tolerance for any  
2 discrimination between customers in the Wholesale organization or between retail and  
3 wholesale customers. This is made clear in annual compliance training, which is  
4 mandatory for all U S WEST management employees.

5

6 **ON PAGE 15, MR. WILSON STATES THAT U S WEST HAS DEVELOPED**  
7 **“FLOW-THROUGH” PROCESSES FOR MOST OF ITS RETAIL ORDERS**  
8 **AND THAT AT&T ORDERS ARE DESIGNED SERVICES AND TAKE**  
9 **LONGER TO PROVISION. WOULD YOU PLEASE RESPOND TO MR.**  
10 **WILSON’S STATEMENTS?**

11 A. Mr. Wilson is incorrect. All DS0 and DS1 orders are designed services, regardless of  
12 whether they are in the retail or wholesale environment. As such, they follow  
13 precisely the same processes. That is, the same network organization is responsible  
14 for provisioning both retail and wholesale orders and they provision and maintain all  
15 designed services in exactly the same manner, using exactly the same provisioning  
16 processes, be they for retail or wholesale customers. It may be that Mr. Wilson has  
17 erroneously assumed that a flow-through process used for provisioning 1FR and 1FB  
18 service can be used when provisioning a complex designed service. 1FR and 1FB  
19 processes are completely separate from retail or wholesale designed service processes.

20

21

1 **DO ANY DESIGNED SERVICES ORDERS HAVE FLOW-THROUGH**  
2 **PROCESSES?**

3 A. Yes. DS0 voice grade services typically flow-through the systems for both retail and  
4 wholesale orders. There is no separate order or provisioning flow for retail orders  
5 only, as insinuated by Mr. Wilson.

6

7 **BEGINNING ON PAGE 19, MR. WILSON STATES THAT U S WEST IS NOT**  
8 **GIVING AT&T AN FOC IN 24 HOURS ON MOST ORDERS. IS THIS**  
9 **TRUE?**

10 A. No. This is an example of Mr. Wilson's lack of understanding of the FOC process  
11 and the measurement criteria associated with reporting the percentage of orders that  
12 receive an FOC in 24 hours. Under current practices, U S WEST's Service Delivery  
13 Center provides AT&T an FOC within 24 hours of receipt of their request for service.  
14 This 24-hour FOC response is made before a facility check has been completed. The  
15 FOC stands, unless it is determined that facilities are not available. When this occurs  
16 a new due date is set based on the Ready for Service (RFS) date plus the standard  
17 interval. U S WEST then notifies AT&T of the new date and the notification date is  
18 recorded as the FOC date. This date overrides the time stamp associated with the  
19 FOC that was provided to AT&T within 24 hours of receipt of the order. Although  
20 an FOC was provided to AT&T within 24 hours, the on-time performance associated  
21 with a 24 FOC reflects the date. It is extremely important to note that U S WEST



1 calculates on-time due date performance by tracking the completion date against the  
2 first FOC if facilities are in place or the first FOC after design if facilities are not in  
3 place.

4

5 **Q. IS ISSUING AN FOC IN 24 HOURS PART OF U S WEST'S STANDARD**  
6 **PROCESS?**

7 A. No. At AT&T's insistence, U S WEST has managed the FOC differently for AT&T  
8 than it does for all other interexchange carriers. On numerous occasions during the  
9 last two years, U S WEST has clearly stated to AT&T that their 24-hour FOC  
10 requirement prohibits U S WEST from communicating a due date that reflects  
11 U S WEST's ability to provision service. Therefore, on December 14, 1999  
12 U S WEST advised AT&T that beginning January 17, 2000 U S WEST will manage  
13 the FOC for AT&T in the same manner that it does for all other carriers. That is, the  
14 FOC will be issued to AT&T after the design of the order is complete. The letters to  
15 AT&T are attached as Exhibit BAH-16.

16

17 **Q. ON PAGE 20 MR. WILSON SEEMS TO THINK IT VITALLY**  
18 **IMPORTANT THAT HIS DATA ANALYSIS DISCLOSED THAT U S WEST**  
19 **IS RETURNING AN FOC TO AT&T, ON AVERAGE, IN PROPRIETARY**  
20 **\*\*\*REDACTED\*\*\* PROPRIETARY DAYS PROPRIETARY. WOULD YOU**  
21 **PLEASE COMMENT ON THIS?**

1 A. I think it vitally important to recognize that Mr. Wilson refuses to properly  
2 partition his data prior to drawing conclusions. Mr. Wilson acknowledges that the  
3 tariff obligations are different for special access services that have facilities from  
4 those that do not (p. 7, lines 2, 3). Even though he acknowledges this, he consistently  
5 refuses to separate his data or his subsequent analysis so as to acknowledge this  
6 distinction. His continued aggregation of data with dissimilar attributes and  
7 completely dissimilar obligations under Washington tariffs, as well as drawing  
8 conclusions from the aggregated data without making this most basic distinction,  
9 smacks of creating data to support predetermined conclusions.

10

11 Q. **ON PAGE 22 OF HIS TESTIMONY, MR. WILSON INDICATES THAT**  
12 **MS. DOUGHERTY (DOHERTY) IN HER DEPOSITION, STATED THE U S**  
13 **WEST COULD COMPLETE A FACILITY CHECK IN 24 HOURS. THIS**  
14 **APPEARS TO BE A CONTRADICTION OF MR. ZELL'S DEPOSITION AND**  
15 **MS. HALVORSON'S DIRECT TESTIMONY. IS THIS AN ACCURATE**  
16 **REPRESENTATION OF MS. DOHERTY'S STATEMENT?**

17 A. No. I believe Mr. Wilson has taken Ms. Doherty's statement out of context. Let  
18 me explain. On page 122 of her deposition in the Colorado proceeding, Ms. Doherty  
19 explains that at AT&T's request U S WEST provides an FOC to AT&T in 24 hours.  
20 She further states that all other customers receive the FOC in 48 hours. Immediately  
21 following that exchange, Ms. Doherty explains that U S WEST is considering

1 increasing the FOC process to 72 hours. She goes on to explain that by extending the  
2 FOC interval to 72 hours, U S WEST would be able to complete a more thorough  
3 check of the facilities needed to provision a circuit. The fact that Ms. Doherty took  
4 the time to explain that the 24 hour FOC process is unique to AT&T and that all other  
5 customers receive the FOC in 48 hours implies that the U S WEST process does not  
6 support a thorough check of facilities in 24 hours. In addition, Ms. Doherty on the  
7 same page 122, states that U S WEST is considering changing the FOC process to 72  
8 hours to improve accuracy of the due date reflected in the FOC. In essence Ms.  
9 Doherty's testimony supports my testimony and that of Mr. Hooks which both state  
10 that U S WEST does not have the ability to do a thorough check for facilities in the  
11 first 24 hours following the receipt of the order.

12  
13

### **III. REBUTTAL OF MR. WILSON'S AND MS. FIELD'S TESTIMONY**

14

15 **ON PAGE 23, MR. WILSON STATES THAT OTHER U S WEST WHOLESALE**  
16 **CUSTOMERS ARE COMPLAINING OF INACCURATE FOCs AND DRAWS**  
17 **THIS CONCLUSION BASED ON STATEMENTS FROM MCI, SPRINT,**  
18 **NEXTEL, ELI AND OTHERS IN AN ARIZONA QUALITY OF SERVICE**  
19 **WORKSHOP. WOULD YOU PLEASE COMMENT ON THIS?**

20 A. While I cannot comment specifically on the service provided to Nextel and ELI, I can  
21 discuss the experience of Sprint and MCI/WorldCom. I am responsible for the  
22 management of both the Sprint and MCI/WorldCom accounts, in addition to AT&T.

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Historically, the large carrier customers use every public policy opportunity given them, especially in front of regulatory agencies, to comment unfavorably on U S WEST. In Arizona, the public policy implications of doing this are particularly critical to the large carriers, because that is one of the states where U S WEST has filed for Sec. 271, interLATA relief. The carriers have every reason to suggest that U S WEST is delaying their competitive entry into the business, as they look for any opportunity to slow U S WEST's entry into their long distance business.

10 **ON PAGE 11, MS. FIELD NOTES THAT MR. KELLEY'S COMMENTS IN**  
11 **ARIZONA PROVE THAT U S WEST'S PERFORMANCE IMPACTS THE**  
12 **CUSTOMERS OF AT&T. IS THIS CORRECT?**

13 A. Mr. Kelley's comments were used out of context. Mr. Kelley was discussing the  
14 amount of capital we expend in Arizona and comparing it to the tremendous demand,  
15 especially from new technologies like DSL and the Internet. He was indicating that  
16 many of these technologies are extremely new and it's difficult to plan for services  
17 and companies that did not even exist several years ago (Transcript, pp. 116, 117,  
18 118).

19  
20

#### IV.SUMMARY

21  
22

**WOULD YOU PLEASE SUMMARIZE YOUR TESTIMONY?**

1 A. Mr. Wilson's testimony is filled with erroneous allegations, inadequately supported  
2 conclusions and is severely flawed.

3

4 Mr. Wilson expects U S WEST to be able to properly plan for facilities even though  
5 AT&T has consistently refused to supply U S WEST with the very tool that would be  
6 most helpful in this planning – end user forecasts.

7

8 Mr. Wilson acknowledges that U S WEST's tariff obligations are different for special  
9 access services where facilities are readily available from those that are not. Orders  
10 where no facilities are available are provisioned on an individual case basis and have  
11 no standard interval. Even though he acknowledges this, he consistently refuses to  
12 separate his data or his subsequent analysis so as to acknowledge this distinction.

13

14 Mr. Wilson refuses to consider the impact of AT&T and AT&T's end user customer  
15 delays on his data. As I've shown in my testimony, inaction by AT&T and their end-  
16 user customer have created almost five times as many unfilled orders as those delayed  
17 because of U S WEST work needing to be completed.

18

19 Mr. Wilson does not properly understand U S WEST provisioning processes and has  
20 drawn completely inaccurate and unsupported conclusions because of his lack of  
21 knowledge. Among other things, he has misrepresented the process that U S WEST

1 employs for supplementing orders, changing due dates, assigning an FOC and  
2 informing AT&T of instances where capacity is not available. He has completely  
3 mischaracterized retail and wholesale provisioning flows, including the use of flow-  
4 through orders within these processes. He has mistakenly alleged discrimination even  
5 though data provided by U S WEST to AT&T shows no discrimination.

6

7 Mr. Wilson's testimony and allegations against U S WEST are completely flawed and  
8 should be rejected by this Commission.

9

10 **DOES THIS COMPLETE YOUR TESTIMONY?**

11 A. Yes.

<sup>1</sup> Of the 70 orders originally referenced in this complaint by AT&T, 66 (93%) of them have subsequently been completed or cancelled, 1 is pending customer activity and 3 continue to be held. This is from a pool of 4178 DSO and DS1 orders received from AT&T in Washington in 1999.