

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)
NORTHWEST, INC. AGAINST U S WEST)
COMMUNICATIONS, INC. REGARDING)
PROVISIONING OF ACCESS SERVICE)
)
)
)

DOCKET NO. UT-991292

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

JANUARY 11, 2000

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I. INTRODUCTION

PLEASE STATE YOUR NAME.

A. Beth Ann Halvorson.

HAVE YOU PREVIOUSLY TESTIFIED IN THIS DOCKET?

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

WHAT IS THE PURPOSE OF YOUR TESTIMONY TODAY?

A. I am rebutting certain issues and allegations raised in the direct and rebuttal testimonies of Ms. Charlotte Field and Mr. Ken Wilson in this docket.

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

ON PAGE 7, LINE 3, MR. WILSON NOTES THAT U S WEST'S TARIFFS STATE THAT STANDARD INTERVALS APPLY WHEN FACILITIES ARE AVAILABLE AND ON PAGE 8, LINE 21, HE STATES THAT THE MOST COMMON CAUSE OF LONG PROVISIONING INTERVALS IS INSUFFICIENT FACILITIES. ARE THERE OTHER FACTORS THAT CAN AFFECT THE PROVISIONING INTERVAL?

A. Yes. There are any number of factors that affect U S WEST's ability to meet standard intervals, many of which are out of U S WEST's control. These would

1 include waiting on the end user customer to be ready to turn up the service,
2 waiting on the interexchange carrier (AT&T, for instance) to be ready to turn up
3 service, waiting on another independent local exchange carrier to be ready to turn
4 up service. Additionally, issues such as incorrect or incomplete equipment on the
5 end user's premises, power or grounding issues, rights-of-way or significant
6 outages can affect provisioning capabilities. End user and carrier issues can be
7 quite significant. As I discuss later in my rebuttal testimony, U S WEST has

8 **PROPRIETARY**

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10 **PROPRIETARY**

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12 **CAN YOU GIVE MORE INFORMATION AS TO HOW OUTAGES AFFECT**
13 **PROVISIONING INTERVALS?**

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

1 A CLEC contractor cut a fiber cable in Denver, Colorado. Provisioning personnel
2 were taken off of provisioning work and moved to repair to help repair the
3 damage. Best estimates indicate that over 100 customer orders were delayed due
4 to this transfer of personnel.

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

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

10

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

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

1

2 If the demand is not discovered until an order is sent to U S WEST, we do our
3 best to get facilities in place quickly and accurately. We are able to construct and
4 provision facilities to AT&T in almost all cases¹, but may not be able to do so
5 within the time constraints given to us by AT&T, unless we are given end-user
6 forecasts by AT&T.

7

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

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

17

18 **WHY WOULD END-USER FORECASTS BE IMPORTANT IN FACILITY**

¹ 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 **PROPRIETARY **** PROPRIETARY** DSO and DS1 orders received from AT&T in Washington in 1999.

1 **PLANNING?**

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

7

8

9 **ON PAGE 7, LINE 10, MR. WILSON INTRODUCES HIS “ANALYSIS” OF 1500**

10 **ORDERS FOR DS1’S. WERE YOU ABLE TO VALIDATE MR.**

11 **WILSON’S DATA?**

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

18

19 Additionally, AT&T’s continually shifting targets in this complaint, from 70 held
20 orders in the initial complaint to an “analysis” now of over 1000 orders, make it
21 difficult to thoroughly and completely analyze the data and conclusions drawn.

22

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

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

14

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

19 A. A number of flaws are readily apparent. First, it does not appear that Mr. Wilson
20 divided his data into orders where facilities were available versus those without
21 available facilities. As noted by Mr. Wilson earlier in his testimony, U S WEST

1 tariffs only offer standard intervals where facilities are available. Orders where
2 no facilities are available are provisioned under tariff on an individual case basis
3 (ICB). This means there is no standard interval for these types of orders.
4 Combining the two types of orders together does not comport with the U S
5 WEST's requirements under Washington tariff or with reasoned analysis.

6
7 Second, Mr. Wilson bases his conclusion on average intervals. Average intervals
8 are completely skewed if only a few orders take an extraordinary amount of time.
9 A better measurement would be to determine the median or a frequency
10 distribution that shows which intervals occur most often.

11
12 Third, Mr. Wilson apparently did not consider orders that had long intervals due
13 to delays from AT&T or their end user customer.

14

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

16 A. Yes. I asked members of my team to analyze AT&T WA DS1 and DS0 order data
17 for approximately same time period of Mr. Wilson's study.² (See **Proprietary**
18 Exhibit BAH-13 for a listing of orders studied.)

1 ² We analyzed January 1999 through November 1999 data, which was the same data used
2 for the self-report given to AT&T monthly. The data was stratified, excluding AT&T
3 projects & engineering service orders, as well as all customer misses and independent
4 company misses.

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

9
10 Additionally, Mr. Wilson is making assumptions about data for which he has no
11 personal knowledge and consequently, he arrives at inaccurate conclusions. For
12 example, the average due date intervals outlined in U S WEST's data response no.
13 18 include all AT&T projects and engineering service orders where the due dates
14 are negotiated with AT&T on an individual case basis. Therefore, if the average
15 interval seems long, it does not necessarily mean that U S WEST was negligent or
16 that U S WEST missed the due date. It simply means that U S WEST and AT&T
17 agreed to a longer interval to accommodate the time frame negotiated for each
18 project. Mr. Wilson needs to understand the data before presenting his opinions
19 as fact.

20

21 **Q. IS THERE ANY ADDITIONAL DATA THAT YOU WOULD LIKE TO**

1 **OFFER REGARDING TIMELY PROVISIONING OF DESIGNED**
2 **SERVICES?**

3 A. Yes. I directed my staff to analyze held order data for WA as of December 31,
4 1999 and to split it into two categories – those under U S WEST’s control and
5 those that are held pending action by AT&T. As you can see from **Proprietary**
6 Exhibits BAH-14 and BAH-15, the orders held pending action by AT&T are
7 almost five times more than those held pending U S WEST action. These orders
8 that are unfilled due to AT&T have been completed by U S WEST and are
9 waiting for AT&T or its end user customer to complete their work. This
10 prematurely ties up U S WEST resources that could have been dedicated to timely
11 provisioning of other services. BAH-14 provides the summarized data, BAH-15
12 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
18 Customer Desired Due Date, U S WEST analyzed all the orders where the CDDD
19 was missed in 1999³. We found that CDDD was missed **PROPRIETARY **%**

1 ³ U S WEST analyzed data from January 1999 through November 1999, using data which
2 is provided to AT&T monthly.

1 **PROPRIETARY** of the time for DS1s and **PROPRIETARY **%**
2 **PROPRIETARY** of the time for DS0s because the customer (AT&T) or end user
3 was not ready. In these situations U S WEST is forced to dispatch a technician a
4 second time to complete the order. Needless to say, this is costly and has the
5 potential to jeopardize orders due in the following days. To help AT&T address
6 this problem, each month U S WEST provides AT&T a list of every order where
7 the CDDD was missed due to customer (AT&T) or end user reasons. Despite
8 these efforts, the number of orders coded as “customer not ready” remains high
9 and the problem appears to be getting worse.⁴ During the months of September
10 through November 1999, the percent of CDDD misses caused by the customer not
11 being ready approached **PROPRIETARY **%** **PROPRIETARY** for DS1 and
12 exceeded **PROPRIETARY **%** **PROPRIETARY** DS0 orders. Once again, a
13 more thorough analysis of the data and processes results in conclusions quite
14 different from Mr. Wilson’s allegations.

15

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

1 ⁴ September through November 1999, **PROPRIETARY ** PROPRIETARY** customer-
2 not-ready orders; June through August 1999, 618 customer-not-ready orders.

1 A. No.

2

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

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

5

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

12 According to AT&T's own assessment of its performance, approximately

13 **PROPRIETARY **% PROPRIETARY** of its orders were inaccurate.

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

16

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

21

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

4

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

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

14

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

19 A. Yes, they are. Following the critical interval process, U S WEST checks the
20 status of the order at RID (Record Issuance Date) plus one business day. If we are
21 unable to complete the design of the order, U S WEST will monitor the order over

1 a period of seven days. Within that period of time, U S WEST will FOC a due
2 date that reflects the RFS (Ready for Service Date) plus the standard interval.
3 Once again, additional research would have prevented Mr. Wilson from making
4 unnecessary claims.

5

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

9 A. Mr. Wilson has again misrepresented the data. He does not fully understand the
10 measurement criteria and underlying data associated with U S WEST's data
11 response no. 18. On face value it appears that U S WEST's average interval for
12 retail markets is shorter than the average interval for AT&T. This is not true. I'd
13 like to emphasize that U S WEST's data includes projects and engineering service
14 orders and other orders not included in AT&T's self reporting criteria. In many
15 instances the due dates associated with these types of orders are negotiated with
16 AT&T on an individual case basis. Therefore, the fact that the average interval is
17 longer for AT&T than it is for U S WEST retail markets is a non-issue.

18 Attempting to do any analysis of data without understanding the criteria and
19 methodology supporting it is irresponsible. In fact, within the same data response
20 no. 18, U S WEST provided data charts that clearly show a greater percentage of
21 AT&T's orders are completed on time than for U S WEST retail and wholesale

1 markets.

2

3 In my role as Vice President of the Major Markets accounts, I occasionally see
4 instances where carriers are so anxious to help their end-user customers that they
5 ask U S WEST to prioritize their orders ahead of other customer's orders. In each
6 instance of which I am aware, U S WEST made sure that parity was maintained
7 and that orders were processed on a first-in, first-out basis. There is no tolerance
8 for any discrimination between customers in the Wholesale organization or
9 between retail and wholesale customers. This is made clear in annual compliance
10 training, which is mandatory for all U S WEST management employees.

11

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

17 A. Mr. Wilson is incorrect. All DS0 and DS1 orders are designed services,
18 regardless of whether they are in the retail or wholesale environment. As such,
19 they follow precisely the same processes. That is, the same network organization
20 is responsible for provisioning both retail and wholesale orders and they provision
21 and maintain all designed services in exactly the same manner, using exactly the

1 same provisioning processes, be they for retail or wholesale customers. It may be
2 that Mr. Wilson has erroneously assumed that a flow-through process used for
3 provisioning 1FR and 1FB service can be used when provisioning a complex
4 designed service. 1FR and 1FB processes are completely separate from retail or
5 wholesale designed service processes.

6

7 **DO ANY DESIGNED SERVICES ORDERS HAVE FLOW-THROUGH**

8 **PROCESSES?**

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

12

13 **BEGINNING ON PAGE 19, MR. WILSON STATES THAT U S WEST IS NOT**

14 **GIVING AT&T AN FOC IN 24 HOURS ON MOST ORDERS. IS THIS**

15 **TRUE?**

16 A. No. This is an example of Mr. Wilson's lack of understanding of the FOC
17 process and the measurement criteria associated with reporting the percentage of
18 orders that receive an FOC in 24 hours. Under current practices, U S WEST's
19 Service Delivery Center provides AT&T an FOC within 24 hours of receipt of
20 their request for service. This 24-hour FOC response is made before a facility
21 check has been completed. The FOC stands, unless it is determined that facilities

1 are not available. When this occurs a new due date is set based on the Ready for
2 Service (RFS) date plus the standard interval. U S WEST then notifies AT&T of
3 the new date and the notification date is recorded as the FOC date. This date
4 overrides the time stamp associated with the FOC that was provided to AT&T
5 within 24 hours of receipt of the order. Although an FOC was provided to AT&T
6 within 24 hours, the on-time performance associated with a 24 FOC reflects the
7 date. It is extremely important to note that U S WEST calculates on-time due date
8 performance by tracking the completion date against the first FOC if facilities are
9 in place or the first FOC after design if facilities are not in place.

10

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

13 A. No. At AT&T's insistence, U S WEST has managed the FOC differently for
14 AT&T than it does for all other interexchange carriers. On numerous occasions
15 during the last two years, U S WEST has clearly stated to AT&T that their 24-
16 hour FOC requirement prohibits U S WEST from communicating a due date that
17 reflects U S WEST's ability to provision service. Therefore, on December 14,
18 1999 U S WEST advised AT&T that beginning January 17, 2000 U S WEST will
19 manage the FOC for AT&T in the same manner that it does for all other carriers.
20 That is, the FOC will be issued to AT&T after the design of the order is complete.
21 The letters to AT&T are attached as Exhibit BAH-16.

1

2 Q. **ON PAGE 20 MR. WILSON SEEMS TO THINK IT VITALLY**
3 **IMPORTANT THAT HIS DATA ANALYSIS DISCLOSED THAT U S**
4 **WEST IS RETURNING AN FOC TO AT&T, ON AVERAGE, IN**
5 **PROPRIETARY *** PROPRIETARY. WOULD YOU PLEASE**
6 **COMMENT ON THIS?**

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

16

17 Q. **ON PAGE 22 OF HIS TESTIMONY, MR. WILSON INDICATES THAT**
18 **MS. DOUGHERTY (DOHERTY) IN HER DEPOSITION, STATED THE**
19 **U S WEST COULD COMPLETE A FACILITY CHECK IN 24 HOURS.**
20 **THIS APPEARS TO BE A CONTRADICTION OF MR. ZELL'S**
21 **DEPOSITION AND MS. HALVORSON'S DIRECT TESTIMONY. IS**

1 **THIS AN ACCURATE REPRESENTATION OF MS. DOHERTY'S**
2 **STATEMENT?**

3 A. No. I believe Mr. Wilson has taken Ms. Doherty's statement out of context. Let
4 me explain. On page 122 of her deposition in the Colorado proceeding, Ms.
5 Doherty explains that at AT&T's request U S WEST provides an FOC to AT&T
6 in 24 hours. She further states that all other customers receive the FOC in 48
7 hours. Immediately following that exchange, Ms. Doherty explains that U S
8 WEST is considering increasing the FOC process to 72 hours. She goes on to
9 explain that by extending the FOC interval to 72 hours, U S WEST would be able
10 to complete a more thorough check of the facilities needed to provision a circuit.
11 The fact that Ms. Doherty took the time to explain that the 24 hour FOC process is
12 unique to AT&T and that all other customers receive the FOC in 48 hours implies
13 that the U S WEST process does not support a thorough check of facilities in 24
14 hours. In addition, Ms. Doherty on the same page 122, states that U S WEST is
15 considering changing the FOC process to 72 hours to improve accuracy of the due
16 date reflected in the FOC. In essence Ms. Doherty's testimony supports my
17 testimony and that of Mr. Hooks which both state that U S WEST does not have
18 the ability to do a thorough check for facilities in the first 24 hours following the
19 receipt of the order.

20
21 **III.REBUTTAL OF MR. WILSON'S AND MS. FIELD'S TESTIMONY**

1
2 **ON PAGE 23, MR. WILSON STATES THAT OTHER U S WEST WHOLESALE**
3 **CUSTOMERS ARE COMPLAINING OF INACCURATE FOCS AND**
4 **DRAWS THIS CONCLUSION BASED ON STATEMENTS FROM MCI,**
5 **SPRINT, NEXTEL, ELI AND OTHERS IN AN ARIZONA QUALITY OF**
6 **SERVICE WORKSHOP. WOULD YOU PLEASE COMMENT ON**
7 **THIS?**

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

12
13 Historically, the large carrier customers use every public policy opportunity given
14 them, especially in front of regulatory agencies, to comment unfavorably on U S
15 WEST. In Arizona, the public policy implications of doing this are particularly
16 critical to the large carriers, because that is one of the states where U S WEST has
17 filed for Sec. 271, interLATA relief. The carriers have every reason to suggest
18 that U S WEST is delaying their competitive entry into the business, as they look
19 for any opportunity to slow U S WEST's entry into their long distance business.

20

21 **ON PAGE 11, MS. FIELD NOTES THAT MR. KELLEY'S COMMENTS IN**

1 **ARIZONA PROVE THAT U S WEST'S PERFORMANCE IMPACTS THE**
2 **CUSTOMERS OF AT&T. IS THIS CORRECT?**

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

9
10

IV.SUMMARY

11
12

WOULD YOU PLEASE SUMMARIZE YOUR TESTIMONY?

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

15

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

19

20 Mr. Wilson acknowledges that U S WEST's tariff obligations are different for
21 special access services where facilities are readily available from those that are
22 not. Orders where no facilities are available are provisioned on an individual case

1 basis and have no standard interval. Even though he acknowledges this, he
2 consistently refuses to separate his data or his subsequent analysis so as to
3 acknowledge this distinction.

4
5 Mr. Wilson refuses to consider the impact of AT&T and AT&T's end user
6 customer delays on his data. As I've shown in my testimony, inaction by AT&T
7 and their end-user customer have created almost five times as many unfilled
8 orders as those delayed because of U S WEST work needing to be completed.

9
10 Mr. Wilson does not properly understand U S WEST provisioning processes and
11 has drawn completely inaccurate and unsupported conclusions because of his lack
12 of knowledge. Among other things, he has misrepresented the process that U S
13 WEST employs for supplementing orders, changing due dates, assigning an FOC
14 and informing AT&T of instances where capacity is not available. He has
15 completely mischaracterized retail and wholesale provisioning flows, including
16 the use of flow-through orders within these processes. He has mistakenly alleged
17 discrimination even though data provided by U S WEST to AT&T shows no
18 discrimination.

19
20 Mr. Wilson's testimony and allegations against U S WEST are completely flawed
21 and should be rejected by this Commission.

1 DOES THIS COMPLETE YOUR TESTIMONY?

2 A. Yes.