

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

**IN THE MATTER OF THE CONTINUED)
COSTING AND PRICING OF)
UNBUNDLED NETWORK ELEMENTS,)
TRANSPORT, TERMINATIONS AND)
RESALE)**

Docket No. UT-003013

Part D

RESPONSIVE TESTIMONY OF

RONALD STANKER

ON BEHALF OF

AT&T COMMUNICATIONS

OF THE PACIFIC NORTHWEST, INC.

DECEMBER 20, 2001

1 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS?**

2 A. My name is Ronald Stanker. My business address is 1875 Lawrence St., Denver,
3 CO 80202.

4

5 **Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT POSITION?**

6 A. I am employed by AT&T Corporation in the Network Systems Division as
7 Manager, Local Services and Access Management in the company's Western
8 Region.

9

10 **Q. WHAT ARE YOUR DUTIES AND RESPONSIBILITIES IN THAT**
11 **CAPACITY?**

12 A. My primary responsibility is management of the cost to AT&T for certain local
13 network elements, interconnection, and carrier access charges in the company's
14 fourteen-state Western Region. In that capacity and relevant here, I am required
15 to analyze the technical feasibility, requirements, and attendant wholesale prices
16 for local network elements and interconnection charges to AT&T.

17

18 **Q. WHAT IS YOUR PROFESSIONAL AND EDUCATIONAL**
19 **BACKGROUND?**

20 A. I have worked for AT&T for twenty years. My current assignment is Manager,
21 Local Services and Access Management. From 1997 to April 2000 I managed
22 AT&T's data provisioning center in Pleasanton, California for Private Line
23 Analog and Digital Data, and Frame Relay and ATM. In that capacity I worked
24 with ILECs and CLECs on a nationwide basis to facilitate the provisioning of
25 service for AT&T's business customers.

26

1 From 1996 to 1997, I managed a team of 21 technical instructors (voice and
2 data) who supported AT&T's network services across the United States. From
3 1986 to 1996, I was a Technical Instructor responsible for skills assessment and
4 delivery of voice and data curriculum to AT&T's technicians for maintenance
5 and provisioning. In that capacity I designed and installed five technical
6 laboratories throughout the United States which, in turn, provided technical
7 training for the majority of the services and their underlying technologies
8 including: Private Line Testing, T1.5 Maintenance and Provisioning, Television,
9 Frame Relay, and ATM Provisioning and Maintenance. Today, each of these
10 labs includes equipment that simulates actual field conditions for customer
11 premise, central office, and remote provisioning and maintenance functions.

12
13 Between 1979 and 1986, I performed as a field technician in numerous positions
14 including private line technician, central office provisioning and maintenance,
15 cable splicer (Pacific Bell and Mountain Bell). I began my career in the Bell
16 system in operator services with Pacific Bell in 1979.

17
18 **Q. WHAT IS THE PURPOSE OF YOUR RESPONSIVE TESTIMONY?**

19 A. The purpose of my testimony is to respond to pricing recommendations for
20 CLEC access to the consumers of multi-tenant environment ("MTE") contained
21 in the Direct Testimony of Qwest witnesses Robert F. Kennedy and Teresa
22 Million on behalf of Qwest Communications, Inc. I understand that the
23 Administrative Law Judge ("ALJ") in the Section 271 proceeding has
24 recommended that Qwest not be permitted to impose such charges, and Qwest
25 has not challenged that recommendation. I nevertheless explain why the two
26 new charges that Qwest has proposed are unnecessary, excessive, and if adopted,

1 could foreclose competitive choice for a significant segment of Washington's
2 residential consumers.

3

4 **Q. HAS THE COMMISSION PREVIOUSLY ADDRESSED THE MTE**
5 **CHARGES QWEST PROPOSES IN THIS PROCEEDING?**

6 A. Yes. Qwest proposes two MTE nonrecurring charges: (1) MTE site inventory
7 charge for on-premises wire, and (2) MTE service order request charge for
8 on-premises wire. Both inventory and ordering on-premises wire was at issue in
9 the Commission's review of Qwest's Statement of Generally Available Terms
10 ("SGAT") and compliance with Section 271 in Docket Nos. UT-003022 and
11 UT-003040. In paragraphs 281-97 in the Twentieth Supplemental Order in those
12 dockets, the ALJ recommended that CLECs not be required to file a local service
13 request ("LSR") to order on-premises wire, that inventory tracking be the
14 CLEC's responsibility, and that "if Qwest establishes an inventory, it shall do so
15 without cost recovery from the CLECs." I understand that Qwest did not
16 challenge this recommendation in its comments on that order. Accordingly,
17 AT&T expects Qwest to withdraw the two MTE nonrecurring charges that
18 Qwest has proposed in this proceeding.

19

20 In the event that Qwest continues to propose one or both charges, however, I
21 discuss each charge separately in the following sections of my testimony.

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1 **1. QWEST'S PROPOSED CHARGE FOR THE INVENTORY OF**
2 **ON-PREMISES WIRE IS UNWARRANTED.**

3
4 **Q. WHAT CHARGE HAS QWEST PROPOSED FOR THE INVENTORY OF**
5 **ON-PREMISES WIRE?**

6 A. Section 9.3 "Subloop" contained in the pricing exhibit attached to the Testimony
7 of Qwest witness, Teresa Million, proposes a charge to CLECs of \$276.15 for
8 the inventory of on-premises wire (referenced under 9.3.3 "Intrabuilding Cable).
9 This charge is stated as "MTE-POI Site Inventory (per request)."

10

11 **Q. IS THE MTE INVENTORY CHARGE A ONE-TIME CHARGE OR PER**
12 **ORDER REQUEST CHARGE?**

13 A. It is not clear to me whether this charge is one, or the other, or both. Qwest
14 witness, Robert F. Kennedy (Direct, p.17), states that this is a onetime charge
15 applied the first time an MTE POI is inventoried. Mr. Kennedy's testimony does
16 not state whether POI means access to all terminals and blocks at a site or if this
17 is per prices on a per pair on the block basis. Additionally, in the Executive
18 Summary of the cost study work papers filed by Ms. Million, the implication is
19 that the inventory is to performed on a per order request, per site visit basis.

20

21 **Q. QWEST ARGUES THAT IT MUST CONSTRUCT AN INVENTORY FOR**
22 **ON-PREMISES WIRING WHEN A CLEC REQUESTS ACCESS TO**
23 **ON-PREMISES WIRE THAT IT OWNS OR CONTROLS. IS SUCH AN**
24 **INVENTORY NECESSARY?**

25 A. No. Qwest has admitted previously that it relies on the Local Facility
26 Assignment Control System ("LFACS") database to track cable pair

1 assignments.¹ LFACS is a database that uniquely identifies the wire from the
2 registration jack in an individual apartment unit to a specific cable pair.

3

4 **Q. WHAT VALUE WOULD THE INVENTORY HAVE TO QWEST?**

5 A. When the CLEC such as AT&T connects the on-premises wiring to its network,
6 it can record the terminal block ID, the cable designation, and the pair used for
7 its own purposes, assuming that the premises is clearly marked. Requiring an
8 inventory where none previously existed, the CLEC would effectively be paying
9 for improvement in process efficiency for the ILEC (permitting automatic pair
10 assignment where none previously existed). The fact that Qwest asserts that an
11 inventory is required indicates that such records do not exist or are unreliable.

12

13 **Q. WITHOUT SUCH AN INVENTORY, WOULD EITHER A CLEC OR**
14 **QWEST KNOW WHICH PAIR TO UTILIZE?**

15 A. Yes. Any responsible service provider would follow procedures that are well
16 established in this industry. First, if the building terminal is labeled with the unit
17 number, the technician could elect to rely on this information. Even if labeled,
18 however, it is prudent to perform additional confirmation that can be conducted
19 without assistance by, or information directly from, Qwest. That is, if existing
20 service is being transferred to a new carrier, there will be a telephone number for
21 that existing service. The technician performing the re-termination could attach
22 a “butt set” to the terminals and dial a loop-back number (commonly used in all
23 regions) to receive Automatic Number Identification (“ANI”).² By identifying
24 the loop plant associated with the telephone number of interest, the technician

25

26 ¹ See Qwest Response to AT&T Discovery Request AT&T 01-027 in Docket UT-003120, February 20, 2001.

² A “Butt set” is a portable telephone set used by telephone technicians to access pairs in the field for dial tone and test purposes. Probes can be attached to trace tone to a specific pair of wires.

1 can identify the on-premise wiring (currently connected to the loop plant) that
2 must be re-terminated to the new carrier's network.

3
4 In the alternative, the technician could put tone on the line from the customer's
5 unit and then scan the building terminals until the technician finds the pair with
6 the tone. This last procedure would generally be used when the customer is
7 seeking new service, rather than a transfer of service.

8
9 As I said previously, *none of this work is dependent upon or requires information*
10 *from* the incumbent. In particular, the service provisioning is not reliant upon an
11 exchange of ordering information with the incumbent.

12

13 **Q. WHAT DO YOU CONCLUDE IS THE PURPOSE OF AN ON-PREMISES**
14 **WIRE INVENTORY?**

15 A. The only purpose served is to give Qwest information that has operational value
16 to itself, while at the same time substantially raising costs and delaying entry by
17 potential competitors. Responding to a CLEC's request to use the wiring does
18 not require Qwest to inventory the wiring or to modify its LFACS database.
19 Qwest's desire to charge the CLEC for an inventory can only be taken to mean
20 that Qwest considers the records unreliable and proposes to have the competitor
21 pay for its database reconciliation. As the ALJ concluded in the Section 271
22 proceeding, CLECs should not be responsible for any such costs.

23

24 **2. QWEST'S SERVICE ORDER REQUEST PROPOSAL IS BURDENSOME**
25 **AND EXCESSIVE.**

26

1 **Q. WHAT IS AT&T'S RESPONSE TO QWEST'S PROPOSAL OF A PER**
2 **SERVICE ORDER REQUEST CHARGE OF \$7.01 FOR ON-PREMISES**
3 **WIRE?**

4 A. First and foremost, the Commission should recognize that this is a charge where
5 neither a dispatch nor Qwest involvement at the site is required. In attempting to
6 analyze Qwest's cost study for this charge, the largest component of the
7 proposed cost, or \$5.07, contains no detail.³ Furthermore, there are more
8 efficient and cost effective ways to track a CLEC's use of on premises wire that
9 is owned or controlled by Qwest (as discussed in more detail below).

10

11 **Q. WHAT IMPACT WOULD SUCH A SERVICE ORDER CHARGE HAVE**
12 **ON COMPETITIVE ENTRY?**

13 A. Such a charge would potentially impair or preclude competitive entry. Given the
14 minimal cost of the on-premises wiring that may be used as a sub loop, the
15 ordering, invoicing, and remittance processes employed should be designed to
16 minimize these administrative costs. One means to accomplish this would be for
17 an ILEC, such as Qwest, to not require that wiring be ordered on a pair-by-pair
18 basis nor necessarily billed or paid monthly.

19

20 **Q. IS QWEST'S PROPOSAL TO USE TRADITIONAL UNE ORDERING**
21 **PROCEDURES NECESSARY?**

22 A. No. Again as the ALJ in the Section 271 proceeding concluded, use of the Local
23 Service Request ("LSR"), or its equivalent, to order on-premises wiring subloops
24 would only convey non-essential information to the incumbent and add
25 significantly to the competitor's processes, both in terms of cost and complexity.

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³ Qwest NRC Cost Detail Summary, Subloop Intrabuilding Cable No. Dispatch First Install line 21152.

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2 **Q. HAS QWEST OR ANY OTHER ILEC INITIATED ON-PREMISES WIRE**
3 **ORDERING PROCEDURES AT THE ORDERING AND BILLING**
4 **FORUM “OBF”?**

5 A. No. The fact that Qwest or any other ILEC has not sought to raise on-premises
6 wiring sub loop ordering procedures at the OBF (the industry body guiding the
7 development of the LSR) is further evidence that (1) the ordering is not
8 considered essential, and (2) given that no work has been performed to date, use
9 of a LSR-based approach will be non-standard if it is implemented at all before
10 the OBF sets forth the unneeded procedures. Notably, Verizon, also a party to
11 this proceeding has not proposed pricing recommendations for similar activities.

12

13 **Q. IS THERE ANOTHER WAY THAT QWEST COULD KEEP TRACK OF**
14 **THE ON PREMISES INVENTORY?**

15 A. Yes. A much more cost-effective approach would be for AT&T or other CLEC
16 to periodically inventory the pairs in use at a particular location and submit such
17 quantities to the incumbent.⁴ The incumbent could then apply approved charges
18 for the use of the wiring through established invoicing procedures. Should a
19 concern arise regarding the accuracy of the payment, visual inspection of the
20 property would be possible to determine what carriers were serving what
21 customers.

22

23 **Q. HOW COULD QWEST VALIDATE THE ON PREMISES WIRE**
24 **INVENTORY?**

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⁴ Of course, if a competitor so chose, it could agree to use a “traditional” LSR approach.

1 A. Qwest could determine the number active on a particular line. Using its version
2 of the Local Number Portability Service Management System “LNP SMS”⁵
3 (ported numbers) or by consulting the “Local Exchange Routing Guide” LERG
4 (any NPA-NNX), it could determine the carrier serving the particular line.
5

6 **Q. HOW DOES AT&T CONNECT TO QWEST’S ON-PREMISES WIRING**
7 **IN WASHINGTON TODAY?**

8 A. When AT&T connects to on-premises wiring controlled by Qwest, AT&T first
9 terminates its outside plant on its own device that provides electrical protection.
10 A cross-connection is then made to Qwest’s on-premises wiring sub loop
11 through but not using Qwest’s NID. As a result, AT&T is not directly connected
12 to Qwest’s loop UNE’s. Exhibit RS-1 attached to my testimony provides a
13 diagram of this point of interconnection.
14

15 **Q. WHAT METHOD DOES AT&T PROPOSE FOR TRACKING THE USE**
16 **OF ON-PREMISES WIRE THAT IS OWNED OR CONTROLLED BY AN**
17 **ILEC?**

18 A. AT&T proposes that it will periodically inventory the pairs in use at a particular
19 location and submit such quantities to the incumbent.⁶ The incumbent could
20 then apply approved charges for the use of the wiring through established
21 invoicing procedures. Should a concern arise regarding the accuracy of the
22 payment, visual inspection of the property would be possible to determine what
23 carriers were serving what customers.
24
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26 ⁵ While each carrier may not refer to the information store by this name, the reference here is to the database that carriers can create by storing number port broadcast messages from the NPAC.

⁶ Of course, if a competitor so chose, it could agree to use a “traditional” LSR approach.

1 **Q. PLEASE SUMMARIZE YOUR TESTIMONY.**

2 A. Both of the MTE nonrecurring charges that Qwest has proposed in this
3 proceeding are precluded by the ALJ's initial order in the Section 271
4 proceeding. Even without regard to that order, Qwest's proposed MTE
5 inventory charge of \$276.15 per request, per site visit, is unnecessary and thus
6 excessive. Qwest's proposed order request charge of \$7.01 per request is both
7 unjustified and excessive. Given that the per pair monthly recurring cost of
8 on-premises wiring is minimal, the ordering, invoicing, and remittance processes
9 employed should be designed to minimize these administrative costs. In light of
10 the fact that on-premises wire is currently inventoried in LFACS, The MTE
11 inventory charge is clearly unnecessary in the first instance. If, on the other
12 hand, this inventory is unreliable, neither AT&T nor any other CLEC should
13 have to subsidize Qwest to update its databases. The Commission, therefore,
14 should reject both the MTE inventory and order request charges in their entirety.

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16 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

17 A. Yes.

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