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1                   BEFORE THE WASHINGTON UTILITIES AND  
2                   TRANSPORTATION COMMISSION

3

4 In the Matter of the Complaint ) Docket No. UT-991292  
5 and Request for Expedited ) Volume V  
6 Treatment of AT&T ) Pages 159-352  
7 Communications of the Pacific )  
8 Northwest, Inc. Against US )  
WEST COMMUNICATIONS, INC. )  
9 Regarding Provisioning of )  
Access Services. )  
10 \_\_\_\_\_ )

9

10                   A hearing in the above matter was  
11 held on February 1, 2000, at 9:07 a.m., at 1300  
12 Evergreen Park Drive Southwest, Olympia, Washington,  
13 before Administrative Law Judge C. ROBERT WALLIS,  
14 Chairwoman MARILYN SHOWALTER, Commissioner RICHARD  
15 HEMSTAD, and Commissioner WILLIAM R. GILLIS.

16                   The parties were present as  
17 follows:

18                   AT&T, by Susan Proctor and Michel  
19 Singer-Nelson, Attorneys at Law, 1875 Lawrence  
Street, Suite 1575, Denver, Colorado, 80202.

20                   US WEST COMMUNICATIONS, INC., by  
21 Lisa A. Anderl, Attorney at Law, 1600 Seventh Avenue,  
Room 3206, Seattle, Washington 98191.

22                   TRACER, by Arthur A. Butler,  
23 Attorney at Law, 601 Union Street, Suite 5450,  
Seattle, Washington 98101.

24 BARBARA L. SPURBECK, CSR

25 COURT REPORTER

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1 THE COMMISSION, by Shannon Smith,  
Assistant Attorney General, 1400 Evergreen Park  
2 Drive, S.W., P.O. Box 40128, Olympia, Washington  
98504-0128.

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1 JUDGE WALLIS: The hearing will please come  
2 to order. This matter is being heard before the  
3 Washington Utilities and Transportation Commission on  
4 February 1, the year 2000, before the Commissioners  
5 and myself. I am Robert Wallis, Administrative Law  
6 Judge. This matter is AT&T versus US West  
7 Communications. It's Docket Number UT-991292, and  
8 this matter is being heard upon due and proper notice  
9 to all interested persons in Olympia, Washington.

10 Let's begin with the appearances of  
11 Counsel, and begin with the Complainant, AT&T.

12 MS. PROCTOR: Thank you, Your Honor. Susan  
13 Proctor and Michel Singer-Nelson, on behalf of AT&T.

14 JUDGE WALLIS: Could you, for the record,  
15 inasmuch as it's the first day of the evidentiary  
16 hearings, state your business address for the record,  
17 please?

18 MS. PROCTOR: Certainly. It's 1875  
19 Lawrence, L-a-w-r-e-n-c-e, Street, Suite 1575,  
20 Denver, Colorado, 80218 (sic).

21 JUDGE WALLIS: And for the Respondent.

22 MS. ANDERL: Lisa Anderl, representing US  
23 West Communications, Inc., 1600 Seventh Avenue, Room  
24 3206, Seattle, Washington, 98191.

25 JUDGE WALLIS: Intervenor.

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1 MR. BUTLER: Arthur A. Butler, on behalf of  
2 Tracer. Address is 601 Union Street, Suite 5450,  
3 Seattle, Washington 98101-2327.

4 JUDGE WALLIS: For Commission Staff.

5 MS. SMITH: Shannon Smith, Assistant  
6 Attorney General, 1400 South Evergreen Park Drive,  
7 S.W., P.O. Box 40128, Olympia, Washington,  
8 98504-0128.

9 JUDGE WALLIS: I understand that Public  
10 Counsel will be participating in this proceeding; is  
11 that correct?

12 MR. BUTLER: I believe that's correct.

13 JUDGE WALLIS: Very well. Our first order  
14 of business is to hear some brief opening statements  
15 from the parties, and we'll begin with the  
16 Complainant.

17 MS. PROCTOR: Thank you. Ms. Singer-Nelson  
18 has drawn the short straw on this one.

19 MS. SINGER-NELSON: Good morning, Judge.  
20 Good morning, Commissioners. Michel Singer-Nelson,  
21 on behalf of AT&T. I'm glad to be up here in  
22 Washington. I've never come up here before, and it's  
23 so different than Colorado. Well, I like the rain,  
24 actually, because I'm from Minnesota, and I miss the  
25 rain back there, so I'm really enjoying this,

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1 actually, as long as it's only a couple of days.

2 This case is really quite simple. It's  
3 going to sound a little complicated at times, but it  
4 can be thought of as a pretty straightforward case  
5 about service quality. AT&T is here asking you to  
6 help it improve the service quality that it receives  
7 from US West specifically in the access world. It's  
8 not about local service; it's about access services.

9 You're going to hear evidence about the  
10 history of the problems AT&T is experiencing. AT&T  
11 filed complaints in two of the states in the 14-state  
12 US West region back in 1997, hoping to get this  
13 matter settled. Actually, the parties actually did  
14 reach a settlement agreement, and that agreement was  
15 about a year after -- about six months after the  
16 settlement agreement was reached, US West sent a  
17 letter to AT&T saying that they did not believe that  
18 the settlement agreement was enforceable, but they  
19 were willing to work with AT&T to provide improved  
20 service that would be consistent with the discussions  
21 that the parties had in the settlement agreement.

22 And the parties had numerous meetings  
23 before filing this lawsuit to try to resolve some of  
24 the problems that AT&T was experiencing. Ultimately,  
25 we were unable to solve those problems, so we're here



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1 before you today.

2           The problems you're going to be hearing  
3 about really are essentially that US West fails to  
4 comply with the terms and conditions of its own  
5 tariff and the service interval guide that's  
6 incorporated right into its tariff. That's the main  
7 focus of our complaint today.

8           We're not asking for special services,  
9 we're not asking for special treatment; we're just  
10 asking that this Commission enforce the terms of US  
11 West's filed tariff and its service interval guide.

12           I think you'll hear evidence that the  
13 problems come down to three main areas. The first is  
14 that US West fails to provide services within the  
15 time frame set out in its tariff. You'll see, by  
16 reviewing the tariff, that -- in the service interval  
17 guide, that there are time frames five to seven days  
18 in high-capacity areas and six to eight days in  
19 low-capacity areas, or high-density areas and  
20 low-density areas, where US West says that it will be  
21 able to provide the services when facilities are  
22 available.

23           You'll hear evidence that, in fact, US West  
24 is not committing -- or is not meeting those time  
25 frames and, in fact, it's missing its due dates 50

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1 percent of the time for DSIs and 25 percent of the  
2 time for DSOs. And then, when facilities are not  
3 available, according to US West's tariff, it's to  
4 notify AT&T promptly and negotiate a due date on an  
5 ICB basis. US West isn't doing that either.

6 In fact, US West supplies -- this is the  
7 second main concern that we have, is that US West  
8 supplies AT&T with firm order confirmations  
9 containing commitment dates that US West frequently  
10 fails to meet. Whether those commitment dates are  
11 returned to AT&T in 24 hours, 48 hours, or weeks  
12 later, the commitment dates are unreliable. That's a  
13 problem for AT&T in trying to service its customers  
14 and it's obviously a problem for AT&T's end users,  
15 who aren't getting service on the dates that US West  
16 had committed.

17 And then the third general area that you'll  
18 be hearing of, and it's about the problems that AT&T  
19 is having, is that the provisioning -- or intervals  
20 are unreasonably lengthy. The data that the claims  
21 are based on is both AT&T internal data and US West  
22 data. There is a lot of information that is  
23 exchanged between the companies about the services  
24 that are being provided to AT&T, and you'll be  
25 hearing a lot about that information that's exchanged

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1 between the companies.

2           The relief, the specific relief that AT&T  
3 is asking this Commission to order is that US West  
4 immediately fill all of AT&T's outstanding held  
5 orders where construction is not required. Secondly,  
6 order US West to immediately develop and implement a  
7 plan to construct or deploy facilities where it has  
8 held AT&T's orders for lack of facilities. And the  
9 plan should require US West to employ the necessary  
10 resources to implement and complete construction and  
11 deployment within 30 days from the Commission's  
12 order.

13           Thirdly, AT&T's asking this Commission to  
14 order US West report to the Commission, at least  
15 monthly, the number of installation appointments it  
16 meets, including the percentage of time that such  
17 commitments are not met and the duration of the delay  
18 from the service date.

19           And next AT&T's asking the Commission to  
20 order US West to provision DS1 and DSOs in compliance  
21 with its tariff for all AT&T orders, and to report to  
22 the Commission and to AT&T the information required  
23 for both interexchange carriers, US West itself, and  
24 its affiliates, including Interprise, so that the  
25 Commission and AT&T may ensure nondiscriminatory

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1 treatment.

2 That specific order and provision reminds  
3 me that one of the other key claims that AT&T has  
4 filed in this action relates to discrimination.  
5 You'll hear evidence that AT&T feels that it is being  
6 discriminated against in US West's treatment of it  
7 compared to how US West treats its own affiliates,  
8 including !nterprise, and it will be primarily  
9 focused on !nterprise.

10 And the other big piece of the  
11 discrimination issue is that US West is treating some  
12 communities better than it's treating other  
13 communities. So we would like you to listen closely  
14 to that evidence.

15 Then, finally, AT&T's asking this  
16 Commission to order US West to develop a plan to  
17 obtain the missing facilities within 30 days from the  
18 date of AT&T's order requesting such facilities.

19 So the primary point of this case is to get  
20 the held orders filled and to have US West set up a  
21 plan for how it's going to remedy this held order  
22 problem and the lack of facilities problem. Thank  
23 you. That's all I have to say.

24 JUDGE WALLIS: Thank you, Ms.  
25 Singer-Nelson. Ms. Anderl.

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1 MS. ANDERL: Thank you, Your Honor. Good  
2 morning, Commissioners. Ms. Singer-Nelson is right  
3 that this complaint is about access services and not  
4 about local services or interconnection or even  
5 necessarily the '96 Telecom Act.

6 Access services is a relationship that US  
7 West and AT&T have had since divestiture, wherein  
8 AT&T purchases either dedicated or switched access  
9 from US West to access end user customers, and that  
10 is what this complaint is about, although it is about  
11 an even smaller subset of access than dedicated and  
12 switched access; it is just about dedicated access.

13 You will hear from AT&T's testimony and you  
14 will see the suggestions in their testimony that the  
15 complaint is about switched access, as well as  
16 dedicated facilities, but that is not correct.

17 AT&T, when they filed this complaint, did  
18 not identify any held orders for switched services  
19 and to date has not identified any held orders for  
20 switched services, so to the extent that this  
21 complaint is about provisioning -- and AT&T has  
22 specifically said it's about provisioning; not  
23 maintenance or anything else -- there is no issue  
24 with regard to switched services, and the complaint  
25 that they have brought before you and the orders that

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1 they have asked you to consider are DSO and DS1  
2 dedicated services, or private line is another way to  
3 refer to those services.

4           Importantly, when we consider what US  
5 West's obligations are in provisioning access  
6 services, we need to remember that US West provisions  
7 its access services out of a tariff, provisions those  
8 services to wholesale customers, carriers, and to  
9 retail customers out of and in accordance with the  
10 terms of its state and federal tariffs. Most of the  
11 services in this case, indeed the vast majority, all  
12 but two percent, are ordered out of and purchased  
13 under the terms and conditions of FCC Tariff Number  
14 Five. And we've already brought that issue before  
15 you, I won't dwell on it, but most of these are  
16 interstate services, and I don't believe AT&T can  
17 dispute that, since they have identified for us that  
18 the 70 held orders that they originally complained  
19 about in August were all interstate services.

20           The provisioning requirements that AT&T  
21 seeks to impose on US West through this case are  
22 special requirements, above and beyond the  
23 requirements of the tariff, and not supported by the  
24 plain language of the tariff.

25           For example, you will read in ATT's

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1 testimony and may hear today and tomorrow that AT&T  
2 wants US West to return a firm order confirmation  
3 within 24 hours of the date that AT&T sends the order  
4 in. There's simply no requirement that US West do  
5 that.

6           AT&T wants US West to provision in  
7 accordance with the customer desired due date, or  
8 CDDD, as it's referred to. There's no tariff  
9 requirement supporting that obligation. And we will  
10 get in great detail to the tariffs and the tariffs  
11 reference, a separate document, which is called the  
12 service interval guide. Those two documents taken  
13 together set forth what US West's obligations are,  
14 and US West believes that it is provisioning in  
15 accordance with the terms and conditions of those  
16 tariffs.

17           It's also important to remember that DSO  
18 and DS1 access services are complex services. That  
19 means that each and every one of them goes to  
20 engineering to be designed before it can be  
21 provisioned. And this is true for all carriers.  
22 There is no flow-through process. There's no process  
23 akin to ordering a residential phone line, where you  
24 can call up and have it all processed on an automated  
25 basis and have it installed the next day or two days

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1 later.

2           The time frames that AT&T measures and  
3 demands do not allow for appropriate engineering and  
4 design and do not allow US West to give AT&T the  
5 accurate due dates that AT&T demands.

6           US West's evidence in this case shows and  
7 will show that it is provisioning in accordance with  
8 its tariffs and that, when relevant data is  
9 considered, that data shows that AT&T is receiving  
10 service at levels that are as good or better than US  
11 West's other carrier customers and as good or better  
12 than US West's retail private line customers.

13           AT&T places thousands of orders for DS1 and  
14 DSO circuits from US West in Washington every year.  
15 US West's data will show that it is meeting its  
16 committed due date roughly 87 percent of the time for  
17 DS1 services and in the neighborhood of 95 percent of  
18 the time for DSO services.

19           Now, yes, this is a different way of  
20 measuring whether we're meeting the due date than  
21 AT&T measures it. And we believe that after you hear  
22 all of the evidence, you'll understand that the way  
23 US West proposes to measure the percentage of  
24 commitments it meets is reasonable and supported by  
25 the tariff and contrary to AT&T's demands that US



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1 West meet a customer desired due date regardless of  
2 whether facilities are in place or not.

3           We have known all along that AT&T's  
4 complaint in this matter is focused on three main  
5 areas. The first -- and this wasn't necessarily  
6 emphasized by Ms. Singer, but it's certainly present  
7 in the complaint and the testimony -- is an  
8 allegation that US West fails and refuses to  
9 provision some services at all.

10           That allegation assumes an obligation to  
11 provision access services under any and all  
12 circumstances. And US West's tariffs, similar to  
13 tariffs on file by other carriers, including AT&T,  
14 limit its obligation to provision access services to  
15 where facilities are available. And the tariff  
16 further goes on to state that, to the extent that  
17 services are or can be made available with reasonable  
18 effort, US West will do so. That is what US West  
19 does.

20           In the very, very rare instances where US  
21 West determines that services cannot be made  
22 available with reasonable effort, US West will  
23 provision those services to AT&T anyway if AT&T  
24 commits to pay for those services in advance or up  
25 front through special construction. So we do not

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1 believe that the failure to provision is a  
2 sustainable complaint.

3           The next allegation is a failure to timely  
4 provision, and this has been somewhat of a moving  
5 target in this complaint, because when AT&T first  
6 filed its complaint, they did state that US West was  
7 failing and refusing to provision in accordance with  
8 the customer desired due date.

9           We came back with our testimony in November  
10 and explained that when you measure on appropriate  
11 due dates, we were provisioning very well, meeting  
12 due dates, and that the customer desired due date was  
13 not a deadline supported by the tariff.

14           After we pointed that out, AT&T's next  
15 round of testimony has kind of shifted to focus more  
16 on what Ms. Singer-Nelson next said, which is that  
17 there's an unreasonably long interval for  
18 provisioning. And this is just a calculation that  
19 AT&T has performed where they count the number of  
20 days between the day they say that they issued the  
21 order and the day they say that it became complete  
22 without doing any sort of analysis of the data to  
23 determine which orders had facilities available and  
24 which orders didn't, because entirely different  
25 provisioning intervals apply in those circumstances.

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1           What AT&T has produced is a number that  
2 they hope to convince you is unreasonably high as a  
3 provisioning interval. US West believes that when  
4 you consider the appropriate intervals or the  
5 appropriate data, the provisioning interval is not  
6 unreasonably long at all, and that it is not anywhere  
7 close, even, in fact, to what the service interval  
8 guide says the maximum can be, which is six months.  
9 It's nothing like that.

10           What is required, US West is required to  
11 provision to the longer of the standard interval or  
12 the customer desired due date when facilities are in  
13 place. When no facilities are in place -- and that  
14 can mean a lot of things, and I'll come back to that  
15 in a minute, but when no facilities are in place, the  
16 provisioning interval or the due date is an  
17 individual case basis.

18           Private line service has a lot of -- or  
19 special access has a lot of pieces to it. It can be  
20 comprised of copper or fiber facilities, some of  
21 which may need to be put into place if we have a  
22 shortage of those facilities. It also requires  
23 electronic equipment in the central offices or at the  
24 customer premises. If those facilities are not  
25 available, sometimes they need to be made available.

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1            Depending on which piece part of the  
2 facility is not available, if present on any given  
3 order, could dictate a different provisioning  
4 interval. Some are only going to take a week longer  
5 than the standard interval. Some, if you need to go  
6 dig up the street in Spokane, are going to take at  
7 least maybe six months, if you order them in  
8 November, because we're not allowed to dig up the  
9 streets in Spokane until April. So that's why we do  
10 that on an ICB basis.

11            And it's not as though the carrier who  
12 orders those facilities and gets them provisioned on  
13 an ICB basis is in limbo. We give them a due date;  
14 it's just not necessarily their requested due date or  
15 the standard interval.

16            What happens when we miss the due date,  
17 which does happen. As I described earlier, we are  
18 hitting -- on DSIs, hitting the due date 87 percent  
19 of the time. Well, what about those other 13 percent  
20 or what about the five percent --

21            MS. PROCTOR: Excuse me, I'm sorry.  
22 Because we normally don't have opening statements  
23 here, I'm not quite sure what the process is.  
24 Normally, in the course of an opening statement,  
25 Counsel is limited to evidence that will be produced

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1 -- or in this case, it would be evidence that had  
2 been prefiled, and the statistics that Ms. Anderl is  
3 reciting are not in the evidence that has been  
4 prefiled. So I would object to her use of that  
5 characterization, because it's not in the evidence  
6 that's been prefiled and I don't know where these  
7 numbers are coming from.

8 MS. ANDERL: Your Honor, I believe that Ms.  
9 Halvorson's testimony does support that.  
10 Additionally, we have exhibits on cross that we  
11 believe will establish the fact -- statistical  
12 information I'm communicating to the Commissioners  
13 today.

14 I don't know. My understanding was the  
15 opening statements were an appropriate time to tell  
16 you what we think we're going to establish in this  
17 case.

18 JUDGE WALLIS: I think it's permissible  
19 that Counsel states her view of what the evidence  
20 will show, and I will assure Counsel that the  
21 Commission will not consider this to be evidence, but  
22 only a statement of what US West believes that the  
23 evidence will show. Ms. Anderl.

24 MS. ANDERL: Thank you. What happens when  
25 we do miss the due date? The tariff, either the

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1 state tariff or the federal tariff, contains specific  
2 remedies, including a requirement that we waive the  
3 nonrecurring charge for the customer whose due date  
4 we have missed, when the other terms and conditions  
5 of the tariff are met.

6 AT&T has not made a single allegation, nor  
7 identified a single order in this complaint wherein  
8 they claim that US West has failed to apply the  
9 tariff remedy as appropriate.

10 And US West does, in fact, credit AT&T  
11 every year for nonrecurring charges, pursuant to both  
12 the state and federal tariffs, when those terms and  
13 conditions are met. So US West does not believe that  
14 AT&T has stated a claim with regard to untimely  
15 provisioning.

16 Concerning discrimination, there are  
17 essentially three areas where AT&T attempts to show  
18 discrimination. One is through some anecdotal  
19 evidence in Ms. Field's testimony. To the extent  
20 that we were able to get enough information from AT&T  
21 to be able to research those particular allegations  
22 of discrimination, we believe that we've addressed  
23 those in Ms. Halvorson's rebuttal, and she has  
24 explained why what appeared to be disparate treatment  
25 for the customer was not, in fact, unlawful

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1 discrimination.

2       The data in evidence already shows that US  
3 West's provisioning in terms of the number -- the  
4 percentage of due dates timely met is, as I mentioned  
5 earlier, as good or better for AT&T than it is for US  
6 West's retail customers for similar services or US  
7 West's other wholesale customers.

8       Finally, the allegations of discrimination  
9 are focused on US West's prior practice of  
10 designating wire centers for funding, depending on  
11 the level of growth that was anticipated to be seen  
12 in that wire center. This is an interesting  
13 allegation of discrimination to me, because it seems  
14 to me that US West's designation and categorization  
15 of wire centers was exactly what AT&T is seeking in  
16 this case, and that is the expectation from AT&T that  
17 US West understand its network and plans for  
18 facilities and funding in areas where high growth is  
19 anticipated and doesn't imprudently invest more money  
20 than necessary in areas where slower or lower growth  
21 would be expected.

22       So to the extent that AT&T will try to  
23 suggest that US West's wire center designation is  
24 improper discrimination, I think that's simply wrong.  
25 In fact, US West's tariffs and service interval

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1 guides, and I suspect other carriers, as well,  
2 although I don't know that, but US West's service  
3 interval guide specifically does distinguish, and  
4 appropriately so, between the dense, urban areas,  
5 high-density areas and low-density areas. It sets a  
6 standard interval of five business days for the  
7 high-density areas and eight business days for the  
8 low-density areas. Is that unlawful discrimination?  
9 I don't think so. I think it's a reasonable response  
10 based on the expected demand and facility density in  
11 those areas.

12 Let me close with two thoughts here. And  
13 the first is that we don't like to have to be here  
14 with AT&T. The one thing that I do not quarrel with  
15 in AT&T's testimony is their discussion of how big of  
16 a customer of US West's they are. They spend a lot  
17 of money with us every year, and we don't like to  
18 have to come before regulatory bodies to resolve  
19 these disputes.

20 We did try long and hard to resolve this  
21 with AT&T. While there were always meetings with  
22 AT&T, on an ongoing basis, with Ms. Halvorson's team,  
23 we did not have any warning that they were going to  
24 file this complaint, and we are distressed that we  
25 have to bring this before you for resolution.



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1           This is especially true because this is a  
2 competitive market now. Access services is becoming  
3 an increasingly competitive market, and that has two  
4 impacts on this case, I think. The first is that US  
5 West is strongly incented to provide good service to  
6 AT&T to retain them as a customer, because they spend  
7 a lot of money with us and we don't want to lose them  
8 as a customer.

9           The second thing that that means for this  
10 case, though, is that, in many, many markets, AT&T  
11 has choices of other providers. And to the extent  
12 that that is true, AT&T's claim that US West's,  
13 quote, unquote, slow provisioning is holding them  
14 captive and harming them is simply not credible or  
15 sustainable any longer.

16           Finally, and I don't want to dwell on this,  
17 but I do want to close with it, we have brought up  
18 the interstate versus intrastate jurisdictional issue  
19 to you. We believe that it is a very troublesome  
20 issue. We do not think that this case is  
21 distinguishable from the AT&T versus Central Office  
22 Telephone case that was decided a year and a half ago  
23 in favor of AT&T, whereby the court -- wherein the  
24 court held that state law remedies were not available  
25 to the reseller of AT&T. When they claimed that AT&T

00184

1 had failed to provision in accordance with promises  
2 that AT&T made, the Supreme Court held very clearly  
3 that the remedies that the Central Office Telephone  
4 Company was limited to were the ones contained in  
5 AT&T's tariff.

6           So we believe that both the filed tariff  
7 doctrine and the FCC jurisdictional issue are  
8 troublesome ones that you ought to keep in mind as  
9 you look at a case that is brought before you by AT&T  
10 wherein 98 percent of the services at issue are FCC  
11 jurisdictional services. Thank you.

12           JUDGE WALLIS: Mr. Butler.

13           MR. BUTLER: I don't have a statement.

14           JUDGE WALLIS: Ms. Smith.

15           MS. SMITH: Commission Staff waives an  
16 opening statement.

17           CHAIRWOMAN SHOWALTER: Ms. Singer-Nelson.  
18 If you're new here, you'll see an ample provision of  
19 lattes. I see not one, but two, and Ms. Anderl has  
20 water to boot.

21           MS. SINGER-NELSON: Isn't that nice.

22           CHAIRWOMAN SHOWALTER: I know what you're  
23 thinking. You think that our local guy isn't good  
24 enough for Starbucks.

25           MS. ANDERL: I didn't realize I had placed

00185

1 two orders. I hope this also ensures ample health  
2 breaks.

3 JUDGE WALLIS: Very well. At this point,  
4 we will begin with AT&T's first witness, Charlotte  
5 Field. Ms. Field is already at the witness stand. I  
6 am going to ask that the reporter insert into the  
7 record the identification of exhibits that was  
8 presented in prehearing discussions, and ask that  
9 that be inserted in the record at this point as  
10 though read on the record at this point.

11 As Ms. Field is stepping forward, let us  
12 identify some documents that have been prefiled in  
13 conjunction with her testimony and others that have  
14 been presented this morning for possible use on  
15 cross-examination during her testimony.

16 First is Exhibit 1-TC, which is the Direct  
17 Testimony of Charlotte Field of October 26th, 1999,  
18 consisting of 83 pages. Exhibit Number 2 for  
19 identification is a document designated AT&T Nodal  
20 Services, n-o-d-a-l. Exhibit 3 for identification is  
21 a document designated Multi-Point Data Circuit.  
22 Exhibit 4 is a document designated Frame Relay.  
23 Exhibit 5 is a document designated WA Held Order as  
24 of 8/6/99 Snapshot.

25 Exhibit 6 for identification is a document

00186

1 designated Regional Self-Reported Year-To-Date Data.  
2 Exhibit 7 is a document designated Washington On-Time  
3 Performance. Exhibit Number 8 is a document  
4 consisting of 44 pages, designated Best In Class  
5 Reports. Exhibit 9-C for identification is a  
6 document designated 1999 Performance Improvement  
7 Plan, June '99 (Gap Closure Plan). Exhibit 10-C for  
8 identification is a document entitled AT&T  
9 Connectivity Vendor Performance Report for US West,  
10 1999.

11 Exhibit 11 is a document consisting of six  
12 pages, designated Meeting List. Exhibit 12-C for  
13 identification is a document consisting of 31 pages,  
14 designated AT&T Connectivity Vendor Provisioning  
15 Expectations 1999, Category E, Release Date 11/2/98.  
16 Exhibit 13 for identification is a document described  
17 as a summary of articles and public statements,  
18 beginning with the phrase, "AT&T asserts that."  
19 Exhibit 14 for identification is a document entitled  
20 Customers With Untimely Service. Exhibit 15 is a  
21 document consisting of 28 pages, designated Customer  
22 Examples.

23 Exhibit 16-TC is the rebuttal testimony of  
24 Charlotte Field, dated December 17, 1999, consisting  
25 of 16 pages. Exhibit 17 is a document designated

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1 Exchange Access Facilities. Exhibit 18-TC is the  
2 reply testimony of Charlotte Field, dated January 21,  
3 2000, consisting of 12 pages. And Exhibit 19 for  
4 identification is entitled Reply Exhibit CF-1,  
5 Newspaper Articles. Those are all documents that  
6 were prefiled for presentation in the direct  
7 testimony of this witness.

8 In addition, a number of documents have  
9 been provided this morning for possible use on  
10 cross-examination, and I will identify those for the  
11 record at this time.

12 The first is Exhibit 20 for identification,  
13 designated Deposition of Charlotte Field. Exhibit 21  
14 for identification is entitled AT&T Communications  
15 Access Services Tariff, FCC Number 28, Section Two,  
16 General Regulations, Section 2.1.1-2.1.6. Exhibit  
17 C-22 for identification is a document entitled Des  
18 Moines Wholesale Markets, AT&T Hicap and DSO Orders  
19 by Month. Exhibit 23 for identification is entitled  
20 AT&T Communications Custom Network Services Price  
21 List, Washington, Section One, Application.

22 Exhibit 24 is marked for identification as  
23 AT&T's Response to US West Data Request Number Five,  
24 US West Request to Admit Number Six, US West Data  
25 Request Number Eight, US West Data Request Number 13,

00188

1 US West Data Request Number 25. Exhibit C-25 for  
2 identification is AT&T's Response to US West Data  
3 Request Number 12, with Attachments. Exhibit C-26  
4 for identification is US West Wholesale Markets  
5 Results Package, July 1999. And Exhibit 27 for  
6 identification is AT&T Communications Private Line  
7 Services Tariff FCC Number Nine, Section Two, General  
8 Regulations, Sections 2.1.1-2.1.2.

9 That concludes the documents that have been  
10 received for identification in conjunction with Ms.  
11 Field's testimony.

12 With that, Ms. Field, would you please  
13 stand and raise your right hand?  
14 Whereupon,

15 CHARLOTTE FIELD,  
16 having been first duly sworn, was called as a witness  
17 herein and was examined and testified as follows:

18 JUDGE WALLIS: Please be seated. Ms.  
19 Proctor, I understand that this is your witness.

20 MS. PROCTOR: Yes.

21 JUDGE WALLIS: Please proceed.

22 D I R E C T E X A M I N A T I O N

23 BY MS. PROCTOR:

24 Q. Will you please state your name and  
25 business address for the record?

00189

1 A. Charlotte Field, and my business address is  
2 1875 Lawrence Street, Suite 10-01, Denver, Colorado,  
3 80202.

4 Q. Which means I gave the wrong zip code in my  
5 address. I've been away too long. And what is your  
6 position at AT&T?

7 A. I am the regional vice president of western  
8 states and major ICOs, which basically encompasses  
9 the entire US West territory, and also I have  
10 national responsibility for GTE and Sprint. In that  
11 role, I am responsible for managing the access  
12 relationship that we have with US West, GTE and  
13 Sprint, and dealing with all the issues that might  
14 arise across that relationship.

15 MS. PROCTOR: Do I need to go through that  
16 whole list of exhibits in asking her about her  
17 prefiling, or can I just do the exhibits for the  
18 direct, rebuttal and reply testimony?

19 JUDGE WALLIS: You should qualify the  
20 exhibits that were prefiled for this witness.

21 MS. PROCTOR: Okay.

22 Q. Ms. Field, did you prepare testimony, which  
23 has been marked as Exhibits 1-TC, 16-TC, that being  
24 the rebuttal testimony, and 18-TC, with the attached  
25 exhibits, and have those prefiled in this case?

00190

1 A. Yes, I prepared the testimony and also the  
2 exhibits associated with that testimony.

3 Q. And is that testimony true and correct, to  
4 the best of your knowledge?

5 A. Yes, it is.

6 Q. And if I asked you those questions today,  
7 would your testimony be the same?

8 A. Yes, it would.

9 MS. PROCTOR: Your Honor, I would move the  
10 admission of Ms. Field's prefiled direct, rebuttal  
11 and reply testimony, Exhibits 1-TC, 16-TC, and 18-TC,  
12 with the attached exhibits, which number up through  
13 Exhibit 19.

14 JUDGE WALLIS: Is there objection?

15 MS. ANDERL: No, Your Honor.

16 JUDGE WALLIS: Let the record show that  
17 there is no objection, and those exhibits are  
18 received in evidence.

19 MS. PROCTOR: Thank you. Ms. Field is  
20 available for cross-examination.

21 JUDGE WALLIS: Ms. Anderl.

22 C R O S S - E X A M I N A T I O N

23 BY MS. ANDERL:

24 Q. Good morning, Ms. Field.

25 A. Good morning.



00191

1 Q. Regarding the exhibits to your direct  
2 testimony, did you prepare all those yourself or did  
3 you have some assistance with that?

4 A. I had a member of my team that was  
5 associated with pulling together some of the  
6 underlying data associated with those exhibits.

7 Q. So for example, on Exhibit Number 5, which  
8 is the held order snapshot as of August 6th, 1999, is  
9 that one that you prepared by yourself or that you  
10 had some assistance from your team?

11 A. No, I had some assistance from my team.  
12 Specifically, Colin MacCorquodale and some of the  
13 people who work for him.

14 Q. And did someone such as Colin, or somebody  
15 who works for him, make the designation of F or G in  
16 the column on the far right, designating an inter  
17 versus intrastate order?

18 A. Yes, as part of the process that we put  
19 together when we laid out this sheet, that was one of  
20 the items that we wanted to go after.

21 Q. Have you reviewed Dr. Wilcox's prefiled  
22 testimony in this docket, wherein she identifies that  
23 US West reviewed these same 70 orders and actually  
24 determined that one of them was an intrastate order?  
25 Do you recall that?

00192

1           A.    I reviewed Dr. Wilcox's testimony at some  
2 point prior, and I do recall, I believe, that there  
3 was one order that was in error.

4           Q.    Did you undertake to verify whether Dr.  
5 Wilcox was correct in identifying that as an inter  
6 versus an intrastate order?

7           A.    No, not personally.

8           Q.    Do you have any reason to dispute it?

9           A.    No.

10          Q.    Other than that, all of the orders that  
11 AT&T identified on this Exhibit Number 5 are for --  
12 or ordered out of the FCC interstate tariff; isn't  
13 that right?

14          A.    Essentially, there's three that are on  
15 there that have a no-FOC condition, where it's not  
16 clear, based on this exhibit.

17          Q.    So the 67 that have a firm order  
18 confirmation date on them were all ordered out of the  
19 FCC Tariff Number Five?

20          A.    Yes.

21          Q.    Except the one that was determined to be in  
22 error?

23          A.    Was in error.

24          Q.    Did you check the status of the one  
25 intrastate order prior to coming to the hearings

00193

1 today?

2 A. No, I did not.

3 Q. Okay. Would you accept, subject to your  
4 check, that Mr. Wilson's KW-6, if you find the order  
5 number on that document, shows that that order was  
6 filled on August 25th, 1999?

7 A. Yes, if that's what the underlying data  
8 shows.

9 Q. In preparation for your testimony here  
10 today, did you review the data request responses that  
11 US West provided to AT&T?

12 A. Yes, I reviewed the data request responses  
13 from US West to AT&T.

14 Q. And did you also review the data request  
15 responses from AT&T to US West?

16 A. I reviewed those several weeks ago.

17 Q. It's correct, isn't it, that you and Mary  
18 Tribby are the only persons identified as respondents  
19 on the AT&T responses to US West?

20 A. Yes, that is true.

21 Q. Okay. And that said, then, if you would  
22 turn to Cross-Examination Exhibit Number 24 that's in  
23 the packet in front of you. Do you recognize that  
24 exhibit as a packet of four data request responses  
25 from AT&T to US West and one response to a request

00194

1 for admission?

2 A. Yes, I do.

3 Q. And are those true and accurate copies of  
4 the responses that AT&T provided?

5 A. Yes, I believe so.

6 MS. ANDERL: Your Honor, I'd move the  
7 admission of Exhibit Number 24.

8 MS. PROCTOR: No objection.

9 JUDGE WALLIS: Exhibit 24 is received.

10 Q. The next document in that packet, which is  
11 Exhibit C-25, do you recognize that as another AT&T  
12 data request response to US West, this one with a  
13 confidential attachment?

14 A. Yes, I do.

15 MS. ANDERL: Your Honor, I'd also move the  
16 admission of that exhibit.

17 MS. PROCTOR: No objection.

18 JUDGE WALLIS: The exhibit is received.

19 Q. Ms. Field, going back to this Exhibit  
20 Number 5, the held order snapshot, were any of those  
21 services requested switched services, or were they  
22 all dedicated?

23 A. I don't believe that any of these on this  
24 list were switched.

25 Q. AT&T is also a telecommunications carrier;

00195

1 is that correct?

2 A. Yes, that is correct.

3 Q. And does AT&T provision services to its end  
4 user customers and carrier customers pursuant to  
5 tariffs?

6 A. Could you restate that question? I'm  
7 sorry.

8 Q. Does AT&T provide service to its customers  
9 under tariffs?

10 A. Yes, I believe so.

11 Q. Do you recognize Cross-Examination Exhibit  
12 Number 21 before you as portions of AT&T's FCC Tariff  
13 Number 28, governing the provision of access  
14 services?

15 A. I'm not familiar with this document.

16 Q. Is there another AT&T witness who would be?

17 A. I do not believe so.

18 MS. ANDERL: Your Honor, under the  
19 circumstances, then, I guess I would ask if Counsel  
20 would stipulate its admission, or I would request the  
21 Commission to take official notice of the document,  
22 Exhibit Number 21.

23 MS. PROCTOR: I wonder if Counsel could  
24 explain the relevance, because in her opening  
25 statement she testified that this case was not about

00196

1 local services. This is obviously, since it is a  
2 portion of the AT&T tariff addressing access  
3 services, this is a local offering by the local  
4 services division of AT&T, formerly TCG. None of  
5 that is at issue in this case. Obviously, it's an  
6 AT&T tariff, but I don't know what its relevance is,  
7 and therefore object on that grounds.

8 MS. ANDERL: Well, I don't think it's a  
9 local services offering. I guess I don't understand  
10 that part of the objection. It's certainly in access  
11 services, as the access services are at issue here.  
12 I simply wanted to be able to draw a comparison  
13 between some of the terms and conditions in AT&T's  
14 tariff, relative to terms and conditions in US West's  
15 tariff.

16 To the extent that AT&T is asking the  
17 Commission to either change US West's tariff or  
18 interpret it in a certain way, it seems to me that  
19 one measure of reasonableness is the terms and  
20 conditions AT&T has established for itself.

21 MS. PROCTOR: I also believe that the  
22 witness has testified that she's not seen this  
23 document. In her resume in the testimony, it's clear  
24 that she does not have responsibility for AT&T's  
25 tariffs, and therefore will not be able to address

00197

1 the terms and conditions of the AT&T tariff.

2 JUDGE WALLIS: Ms. Anderl did ask if  
3 Counsel would stipulate.

4 MS. PROCTOR: I'm sorry, I won't stipulate.

5 JUDGE WALLIS: Very well. I'm going to  
6 suggest that it is appropriate, under the  
7 Administrative Procedure Act, for official notice,  
8 and Counsel may request official notice at an  
9 appropriate time, demonstrating the relevance of the  
10 document at that point.

11 MS. ANDERL: Thank you, Your Honor. I will  
12 do that. I don't have any questions for this witness  
13 on this document, so we can just move on, in a matter  
14 of speaking.

15 Q. I guess we might as well deal with the  
16 other documents in the packet that are somewhat  
17 similarly situated. And that is, Ms. Field, if you  
18 would take a look at both Exhibits Number 23 and 27,  
19 and tell me if you recognize either of those  
20 documents?

21 A. No, Ms. Anderl, I do not.

22 JUDGE WALLIS: Would it be appropriate,  
23 then, to treat those in the same manner?

24 MS. ANDERL: Yes and no. Actually, Your  
25 Honor, I wanted to ask some questions about Number

00198

1 23, not necessarily as AT&T's tariff. I can ask for  
2 it to be officially noticed as such down the road.  
3 There's simply some language in there I wanted Ms.  
4 Field to take a look at and ask her about that, if  
5 that's permissible. Let's go ahead and give that a  
6 try.

7 Q. Ms. Field, taking a look at cross --

8 MS. PROCTOR: Excuse me. I'm obviously  
9 going to object, because the witness has testified  
10 that she doesn't recognize the document. And again,  
11 in the scope of her duties, she would not be  
12 responsible for working with AT&T tariffs.

13 JUDGE WALLIS: She has not, however,  
14 testified that she's unfamiliar with any language  
15 that might appear in the document. And let's let Ms.  
16 Anderl pose the question. And then, if the witness  
17 has no idea what the language is or means, we can  
18 take it from there. If she does know, recognize or  
19 understand the language, then we can also deal with  
20 that.

21 MS. PROCTOR: Okay.

22 MS. ANDERL: And I am not asking Ms. Field  
23 this question in connection with AT&T's tariff, but I  
24 am asking her these questions as the only AT&T  
25 employee who's going to be on the stand here



00199

1 apparently today, so let me just go ahead and pursue  
2 this for a moment.

3 Q. Ms. Field, if you would look at that  
4 document, you'll see that it's two pages, and each  
5 page has a Section 1.2, entitled Jurisdiction. Could  
6 you begin with the second sentence of that paragraph  
7 and read that for me into the record?

8 A. Jurisdiction is a matter of law, not of  
9 company discretion or policy or customer preference.  
10 The law describing what constitutes interstate  
11 jurisdiction is the Communications Act of 1934, as  
12 amended. Some portions of this service are only  
13 subject to the jurisdiction of the Federal  
14 Communications Commission. This price list covers  
15 the portion of custom network services that is  
16 subject to Washington Utilities and Transportation  
17 Commission's jurisdiction.

18 Q. With regard to the jurisdiction of the FCC  
19 or the Washington Utilities and Transportation  
20 Commission, is it AT&T's position that that is a  
21 correct statement of jurisdiction?

22 A. I'm not familiar with what the intent of  
23 the way that this was written is.

24 Q. Do you agree or disagree with that  
25 statement?

00200

1 MS. PROCTOR: Well, I'm going to object.  
2 The witness has just said she's not familiar with it,  
3 and in her professional capacity and job  
4 responsibilities, there would be no reason for her to  
5 address these issues or know anything about them.

6 MS. ANDERL: Well, Your Honor, Ms. Field's  
7 direct testimony is replete with discussion and  
8 argument as to why this complaint is jurisdictionally  
9 appropriate before the Washington Commission, and it  
10 seems to me to be an appropriate topic to explore  
11 with Ms. Field. Whether she agrees or disagrees with  
12 the statement is all I asked.

13 JUDGE WALLIS: Because of the nature of her  
14 testimony that does touch upon this area, I believe  
15 that the question should be permitted.

16 MS. PROCTOR: I'm sorry, can we have a  
17 portion of her testimony identified where we're  
18 talking about this issue?

19 MS. ANDERL: Exhibit 1, page four, line  
20 three.

21 THE WITNESS: Can you repeat the question?

22 Q. You need the question again, don't you?  
23 The statement that I had you read into the record off  
24 of Exhibit 23, do you agree or disagree with that  
25 statement?

00201

1           A.    I think that there's a -- reading this  
2 statement that's here implies to me that there's an  
3 interpretation associated with it.  It's my belief,  
4 as I read this, that this has to do with how pricing  
5 is handled and not that it says anything regarding  
6 service quality and whether or not service quality is  
7 the exclusive jurisdiction of the FCC for  
8 interstate-ordered circuits; that really it's driven  
9 by CFR 47, Part 36, ratemaking only.

10          Q.    So was that an agree or disagree?

11          A.    I think what I was saying is is that I  
12 think that there's some interpretation associated  
13 with it, and if you're asking for Charlotte Field's  
14 interpretation as an AT&T person, you know, I've kind  
15 of given you my interpretation of what it means.

16               MS. ANDERL:  Your Honor, I don't believe  
17 the witness is being responsive, but I don't want to  
18 have to keep asking the same question.  I guess --

19               MS. PROCTOR:  I think the witness is  
20 indicating she cannot agree or disagree.  If you'd  
21 like her to state that, I'm sure she can do that.

22               MS. ANDERL:  That would probably not be  
23 everything I wanted, but it would be closer to a  
24 response.

25               MS. PROCTOR:  And I don't think that your

00202

1 characterization is appropriate. She has certainly  
2 attempted to be complete, without going on in her  
3 answer.

4 JUDGE WALLIS: And I will at this point  
5 merely remind counsel that it is our preference that  
6 we not characterize with adjectives the responses of  
7 the witnesses, but try to stick, as closely as  
8 possible, to, when describing those responses, what  
9 the witness actually said, not what it meant or what  
10 you think it meant.

11 Does the witness understand the question  
12 that is before you now?

13 THE WITNESS: I don't believe so, Judge.

14 JUDGE WALLIS: Ms. Anderl.

15 MS. ANDERL: Your Honor, I will move on.

16 JUDGE WALLIS: Very well.

17 Q. Is it important to AT&T that US West  
18 provision services in accordance with the terms and  
19 conditions set forth in the US West tariffs?

20 A. Yes, AT&T believes US West should provision  
21 services as set forth in their tariffs, as well as  
22 meet and comply with state statutes associated with  
23 provisioning of services.

24 Q. Would it be acceptable to AT&T if US West  
25 were offering certain interexchange carriers special

00203

1 treatment for additional services that were not  
2 specified in the tariff?

3 A. As I understand your question, you're  
4 asking me would it be acceptable for US West to offer  
5 someone additional services not contemplated in the  
6 tariff and not offered to all interexchange carriers,  
7 and I would say no, it wouldn't be acceptable.

8 Q. Ms. Field, you've testified that you're not  
9 familiar with AT&T's tariffs; is that correct?

10 A. No, I'm not familiar with AT&T's access  
11 tariffs or service tariffs.

12 Q. Are you familiar with any of AT&T's  
13 tariffs?

14 A. No, I'm not.

15 Q. Are you familiar with US West's tariffs?

16 A. Yes, I have a familiarity with US West's  
17 tariffs.

18 Q. And are you familiar with both the  
19 interstate FCC tariff and the intrastate tariffs?

20 A. I've read through both the interstate and  
21 the intrastate tariffs, so I'm familiar with them  
22 from the point of view that I've read through them.

23 MS. ANDERL: Okay. Your Honor, I do want  
24 to ask Ms. Field some questions about exhibits that  
25 have not yet been admitted, because they're portions

00204

1 of US West's tariffs that were attached to Dr.  
2 Wilcox's testimony. Is that appropriate to simply  
3 identify them as the exhibit number that they've been  
4 given, although not admitted yet?

5 JUDGE WALLIS: Is there any objection?

6 MS. PROCTOR: No, just as long as we -- if  
7 you can tell us what they are, and then we can take a  
8 minute to get copies for both Counsel and to the  
9 witness.

10 JUDGE WALLIS: Let's be off the record for  
11 a moment.

12 (Discussion off the record.)

13 JUDGE WALLIS: Let's be back on the record,  
14 please. Let the record reflect that the witness has  
15 the documents. Ms. Anderl is going to be asking  
16 questions about documents that have not formally been  
17 identified or received in evidence, but as to which  
18 numbers have been designated for the future  
19 identification of those documents. It is permissible  
20 to use those numbers for identification, and the  
21 questions are predicated upon the admissibility and  
22 the ultimate admission of those documents. Ms.  
23 Anderl, please proceed.

24 MS. ANDERL: Thank you, Your Honor.

25 Q. Ms. Field, as a preliminary matter, are you

00205

1 aware of whether or not US West's FCC tariff has  
2 service guarantee provisions in it?

3 A. Yes. US West's federal tariff has some  
4 service guarantee provisions in there for some set of  
5 services.

6 Q. And what about the intrastate tariff? Is  
7 it also true that there are service guarantee  
8 provisions in the Washington access and private line  
9 transport tariffs?

10 A. I believe so.

11 Q. Look, then, please, if you would, at  
12 Exhibit BMW-4, which has been designated for this  
13 proceeding as Exhibit Number 505. And turn, please,  
14 to third revised page 5-16, about halfway through, I  
15 guess.

16 A. Yes, I found it.

17 CHAIRWOMAN SHOWALTER: What page was that?

18 MS. ANDERL: 5-16, third revised page 5-16  
19 in FCC Tariff Number Five. It's about in the middle,  
20 and the numbering is in the upper right-hand corner.

21 MS. PROCTOR: I'm sorry. The third time,  
22 I'm sure, is going to be the charm.

23 MS. ANDERL: 5-16.

24 Q. Are you there, Ms. Field?

25 A. Yes, I am.

00206

1 Q. Do you recognize that page as the one that  
2 contains the service guarantees available for  
3 provisioning?

4 A. Yes, I do.

5 Q. For services ordered out of that tariff?

6 A. Yes, I do.

7 Q. Is AT&T contending in this proceeding that  
8 US West has violated Section 5.2.1, Subsection C,  
9 regarding service guarantee?

10 A. No, not as part of this complaint.  
11 However, there are discussions going on between US  
12 West and AT&T about whether or not the right credits  
13 have been applied across the course of -- across the  
14 course of the last year or so.

15 Q. Perfectly fine, but it's not a part of this  
16 complaint; is that correct?

17 A. No.

18 Q. No, it's not, or no --

19 A. No, it's not.

20 Q. Okay. I'm sorry, I'm afraid the record's  
21 not going to be clear. It's not a part of this  
22 complaint, or no, it's not correct?

23 A. No, it is not a part of this complaint.

24 Q. Thank you. Turn, please, to the next  
25 exhibit, which is 506. And do you recognize that,



00207

1 from your past experience, as a portion of US West's  
2 access service tariff in Washington?

3 A. Yes, I do.

4 Q. Now I've lost my place. Is AT&T contending  
5 in this case that US West's provisioning of switched  
6 access is in violation of this tariff, WN U-37, for  
7 switched services?

8 MS. PROCTOR: And by that, you mean any  
9 portion of Tariff WN U-37? Because I don't think  
10 this is a complete copy of that tariff.

11 MS. ANDERL: It's not a complete part of  
12 the tariff, but I'm asking, with regard to orders for  
13 switched access services, whether or not AT&T is  
14 contending in this case that US West's provisioning  
15 of switched access is in violation of this tariff.

16 MS. PROCTOR: This tariff being any  
17 portion, including portions that are not currently  
18 before the witness, so it's basically just a summary  
19 of AT&T's position?

20 MS. ANDERL: Well, for switched services.  
21 I'm trying to pin it down to switched services.

22 THE WITNESS: As part of the complaint,  
23 AT&T is essentially indicating that one of the  
24 problems we have is with bulk access facilities,  
25 which are essentially a high bit rate service, like a

00208

1 DS3, that actually can have 28 DS1s on it. We do  
2 have held orders associated with bulk access  
3 facilities, which then don't allow a switched T-1 to  
4 ride on it.

5         The way that AT&T engineers its switched  
6 network is we have to put in the big pipes, and then  
7 once those big pipes go on held, then we put the DS1s  
8 or T-1s to ride on that DS3. So you know, part of  
9 the issue is that there's an underlying fabric, which  
10 is the DS3s, that are bulk access facilities, that  
11 switched access T-1s have to ride. Our switched  
12 access T-1s don't go held because the underlying  
13 fabric is held. You can't put them on there until  
14 you have the underlying fabric. Hence, the way we  
15 see the issue associated with switched access is  
16 associated with the bulk access facility orders.

17         So I would say yes, there is an implication  
18 from this perspective, because we can't order those  
19 T-1s until we have the bulk access facility in place.

20         Q. Can you identify any orders that have been  
21 -- by number, that have been put in evidence in this  
22 record for switched services that AT&T contends the  
23 provisioning of those services is in violation of US  
24 West's Intrastate Tariff Number 37?

25         A. AT&T provided a list of bulk access

00209

1 facility held orders which have to be put in place  
2 before we can order the T-1s that ride on there,  
3 which would be both switched and specials, and also  
4 carry intrastate and interstate switched traffic on  
5 them. So the list of orders that we've provided do  
6 have an impact to both specials and switched.

7 Q. Can you tell me where that is in your  
8 testimony?

9 A. The bulk access facilities?

10 Q. Yes.

11 JUDGE WALLIS: We are looking at perhaps  
12 taking a morning break about now, and I'm wondering  
13 if it would be appropriate to do so and allow the  
14 witness to use the break, in part, to refer back to  
15 her testimony.

16 Ms. Anderl, it would be helpful, if you  
17 have other questions relating to her testimony, that  
18 you are -- where you might ask of a similar nature,  
19 that you share those with the witness over the break,  
20 so she can find the references.

21 MS. ANDERL: Yes, Your Honor. This is, I  
22 think, the only one of this nature.

23 JUDGE WALLIS: Very well. Let's be back on  
24 the record at 11:00 a.m., please.

25 (Recess taken.)

00210

1 JUDGE WALLIS: Let's be back on the record,  
2 please, following a brief recess. During the break,  
3 it's my understanding that the witness did find the  
4 reference that Ms. Anderl was inquiring about and is  
5 prepared to answer the question; is that correct?

6 THE WITNESS: Yes, that is.

7 JUDGE WALLIS: Please proceed.

8 THE WITNESS: It's on page 25, line 17, and  
9 the question says, Describe the level of switched  
10 access service that US West is currently providing.  
11 And the answer stated is, US West is not provisioning  
12 in a timely manner bulk access facilities that  
13 support both special and switched facilities. AT&T  
14 experiences similar missed and held order problems  
15 with bulk access facilities. For the month of  
16 September, on-time performance for bulk access  
17 facilities was approximately 72 percent for the  
18 region. In Washington, AT&T currently has eight bulk  
19 access facilities orders held, which would deny  
20 capability for switched access traffic from end-user  
21 customers to AT&T's network. Currently, these held  
22 orders affect the communities of Seattle, Tacoma,  
23 Yakima and Wenatchee.

24 Q. Who did you order that bulk access facility  
25 from for Wenatchee?

00211

1 A. We placed an order with US West.

2 Q. Do you know if US West serves Wenatchee?

3 A. It has plant control office responsibility.

4 You know, one end could be partially provided by US  
5 West, another end could be provided by an ICO, and we  
6 send the order to who's the control office.

7 Q. You didn't put in your testimony any of the  
8 order numbers for those alleged held orders, did you?

9 A. No, my testimony did not identify  
10 specifically the order numbers of those hold access  
11 facilities, but I believe, in response to a discovery  
12 request from US West, those were provided.

13 Q. And is it your contention that US West's  
14 provisioning of those switched access facilities is  
15 in any way in violation of US West's switched access  
16 tariff for the state of Washington? Well, no, I'm  
17 sorry. Strike that. Let's go back.

18 Were those facilities ordered out of the  
19 interstate tariff or the intrastate tariff?

20 A. The bulk access facilities were ordered out  
21 of the interstate tariff to provide the fabric to  
22 place orders for T-1s associated with switched  
23 access.

24 Q. So those are not exactly orders for  
25 switched access service, are they?

00212

1           A.    No.  As I said, they're associated with  
2 providing the large facility that then is used  
3 between the companies to provide both switched and  
4 access T-1s and switched minutes.

5           Q.    And AT&T, when they order bulk access  
6 facilities, or a DS3, you don't have any obligation  
7 -- AT&T doesn't have any obligation to use that  
8 facility for switched services, does it, until they  
9 place the specific orders for switched T-1s?

10          A.    If what you're asking is could you have a  
11 bulk access facility that only has specials on it,  
12 the answer would be yes.  However, you know,  
13 essentially we try to maximize buying the largest  
14 pipe we can to get the economies of scale between  
15 both companies.

16          Q.    Let's keep going, then, on the Barbara  
17 Wilcox exhibits, and this is the last one I'm going  
18 to ask you about, Exhibit BMW-6, Exhibit 507.

19          A.    Yes, I have that.

20          Q.    Do you recognize that as the Washington  
21 private line transport tariff?

22                MS. PROCTOR:  I'm sorry, do you mean a  
23 portion of it?

24          Q.    I'm sorry, a portion of it, yes.

25          A.    Yes, I do.

00213

1 Q. And is it your understanding that that  
2 tariff contains the terms and conditions related to  
3 US West's provisioning of intrastate dedicated or  
4 special access services in the state of Washington to  
5 AT&T and other customers?

6 MS. PROCTOR: Could I ask for a  
7 clarification here? I apologize. This is obviously  
8 not one of our exhibits, and a portion of this deals  
9 with the service guarantee, and I notice it does not  
10 have the provisions of the Commission's order in the  
11 '95 rate case that addressed the credits to customers  
12 for portions of monthly service where the service is  
13 delayed.

14 And I wasn't quite clear how to address  
15 that. I didn't know whether maybe because this was  
16 only excerpted portions, that that was somehow not  
17 here, or whether that's not in the tariff or what the  
18 story is, so I'm a little concerned about having Ms.  
19 Field asked about, you know, is this the tariff, when  
20 I know that a part of it, if it is the tariff,  
21 doesn't address something that is supposed to be in  
22 effect in Washington.

23 MS. ANDERL: I don't know if I'm to respond  
24 or not. I don't know if that's an objection or --

25 MS. PROCTOR: Well, I was asking for

00214

1 clarification on it, because you were asking Ms.  
2 Field, Is this the tariff, and it's obviously only  
3 portions of the tariff. And if you're going to, as  
4 you did before, ask about the service guarantee, the  
5 one page that's in here on the service guarantee  
6 doesn't include a portion of the Commission's ordered  
7 provisions.

8 MS. ANDERL: This is Ms. Wilcox's exhibit.  
9 I'm asking -- or Dr. Wilcox's exhibit. Her testimony  
10 explains what it is. It's certainly not the whole  
11 tariff. The whole tariff takes up a binder.

12 All I want to do is ask Ms. Field a couple  
13 of questions about this. And if it would make Ms.  
14 Proctor happier for me to qualify the question to say  
15 it contains terms and conditions related to US West's  
16 provisioning of intrastate and special access  
17 services, without necessarily implying that it's all  
18 the terms and conditions, I'm happy to do that, but  
19 --

20 MS. PROCTOR: Well, and I may be objecting  
21 before you get to the service guarantee, but I guess  
22 we can just see what happens.

23 JUDGE WALLIS: Let's proceed.

24 Q. Ms. Field, I've totally lost the question  
25 that I asked you, but let's just kind of cut right to



00215

1 the chase here. Do you recognize the first page of  
2 that document, which is first revised sheet 7.7 of  
3 the private line tariff?

4 A. I'm sorry, I'm on the first page of mine,  
5 and it says 3.1. Is that the right --

6 JUDGE WALLIS: Let's be off the record for  
7 just a minute.

8 (Discussion off the record.)

9 JUDGE WALLIS: Back on the record.

10 Q. Ms. Field, if I originally misspoke and  
11 asked you to reference sheet 7.7, let me correct that  
12 it is the first revised sheet 7.3 on WN U-33. Are we  
13 both in the same place?

14 A. Yes, I'm there.

15 MS. PROCTOR: And I'm sorry, this is the  
16 page to which I'm asking for clarification, because  
17 in the Commission's order in 950200, the Commission  
18 established a requirement that there would be two  
19 parts of the service guarantee, one of which is  
20 addressed here and one of which addresses credits of  
21 portions of the monthly charges where service  
22 installation is delayed for certain periods, and that  
23 is not here.

24 So I was asking for a clarification of  
25 whether US West simply has not included that portion

00216

1 of the Commission's order in its tariffs or whether  
2 there's a portion of the tariff missing.

3 MS. ANDERL: Your Honor, I really have to  
4 object to Ms. Proctor's practice here. She's either  
5 giving legal argument or direct testimony, and I'm  
6 not sure which. I think either is wholly  
7 inappropriate under the guise of a clarification.  
8 This exhibit's been prefiled for months, and if she  
9 finds it objectionable for me to be asking her  
10 witness questions about it, that's fine, but I, at  
11 this point, have not heard a question. She's free to  
12 do what she wants on either redirect or cross of Mr.  
13 McIntyre, who's going to sponsor the exhibit, but I  
14 think is unnecessarily delaying the process here.

15 MS. PROCTOR: Well, perhaps I misspoke  
16 earlier when I said I didn't have any objection to  
17 her using these exhibits, which are obviously being  
18 introduced out of order. And if they had been  
19 presented in the normal course, when her witness was  
20 up here and able to answer these questions, perhaps  
21 we wouldn't be here.

22 JUDGE WALLIS: What I'm going to suggest at  
23 this point is that we allow Ms. Anderl to proceed,  
24 even though, for convenience of the parties, as well  
25 as the Commission, in a proceeding of this sort we

00217

1 take the written prefiled evidence and then cross the  
2 witnesses on all of their evidence, assuming even  
3 that testimony that responds to rebuttal and other  
4 exhibits, that puts us in a situation where we need  
5 to at least recognize the existence of documents that  
6 have been prefiled and that are likely to be offered  
7 and possibly may be received in evidence. It's  
8 necessary for us to do that in order to conduct the  
9 hearing in a logical manner.

10 In this particular case, we have previously  
11 asked the parties to state any objections that they  
12 have to exhibits, and no party has stated any  
13 objections. So what I'm going to suggest at this  
14 point is that we allow Ms. Anderl to proceed, and if  
15 you have a specific objection, you may state it. And  
16 when the sponsoring witness comes on for Exhibit 507,  
17 you may also inquire into the document at that point.  
18 Ms. Anderl.

19 MS. ANDERL: Thank you.

20 Q. Ms. Field, do you understand that the sheet  
21 7.3 contains at least some of the service guarantees  
22 related to provisioning of private line transport  
23 services by US West in the state of Washington?

24 A. Yes, I do.

25 Q. Is AT&T contending in this proceeding that

00218

1 US West has failed to properly apply the credit of  
2 the nonrecurring charges that's set forth on sheet  
3 7.3 to any orders in this case?

4 A. I don't believe so, but as I indicated  
5 previously, there is some discussions going on  
6 between the various billing organizations about some  
7 things that don't make sense to us.

8 Q. That's fine. Ms. Field, we've had the  
9 discussion before that all but one of the 70 held  
10 orders in your Exhibit 5 are ordered out of the FCC  
11 tariff, and so with that in mind, let me ask you the  
12 following question.

13 To the extent that there may be differences  
14 between the intrastate Washington tariffs and the FCC  
15 tariffs, which tariff provisions is AT&T asking the  
16 Commission to enforce in this proceeding?

17 A. Essentially, I think that there's a -- if  
18 you want me to point to some places in --

19 Q. Well --

20 A. I'm sorry.

21 Q. I'm not necessarily asking you to point to  
22 places, so let me clarify my question. If you can  
23 give a general answer, just referencing whether  
24 you're asking -- you, AT&T, are asking the Commission  
25 to enforce the provisions of the Washington tariff or

00219

1 the FCC tariff, especially to the extent that there  
2 may be differences in those tariffs?

3 A. First, I believe we're asking the  
4 Commission to deal with the appropriate tariff based  
5 on -- based on the fact that, again, this goes to  
6 rate-making and where the item is purchased from.  
7 There's provisions in the tariff, in both of the  
8 tariffs, that basically say that on the date that  
9 actually an IXC asks for service, which is called the  
10 application date, that US West will provide a service  
11 date back to the customer, and clearly a service date  
12 that is a commitment from US West about when they'll  
13 provide service. So that's one provision.

14 The second is there's provisions in there  
15 that say, especially in the Washington State tariff,  
16 that says that if a customer places an order, and as  
17 long as the interval is longer than the service  
18 interval for that particular area, whether it's a  
19 high density or low density, or if they ask for the  
20 customer requested due date, that the company will  
21 fulfill that order.

22 And our perspective is is that the tariffs  
23 provide clearly that it's also US West's intent to  
24 meet customer requested or customer desired due date,  
25 and that we're really measuring how US West is doing.

00220

1 In the Northwest, for GTE, the current performance is  
2 around 94 percent on time for DSIs and 97 percent on  
3 time for DSOs, and we believe that the level of  
4 service that's being provided to US West is not -- to  
5 AT&T by US West is not consistent with its tariffs or  
6 obligations under state law.

7 MS. ANDERL: Your Honor, without  
8 characterizing the witness' response as  
9 nonresponsive, I'm afraid I do have to suggest that I  
10 asked a very simple question, which is what's AT&T  
11 asking the Commission to do here in terms of  
12 enforcing a tariff, and I did not get an answer to  
13 that. And so if you agree with that, I would ask  
14 that the witness be instructed to answer the  
15 question.

16 JUDGE WALLIS: I thought I heard the  
17 witness respond to the question, but let me ask if  
18 the witness is able to identify either one or the  
19 other of the tariffs as -- or both as tariffs which  
20 the Complainant is asking the Commission to enforce?

21 THE WITNESS: We're asking the Commission  
22 to enforce both of them relative to what the --  
23 what's said in here, and also to basically look at  
24 the experiences that are being given to businesses  
25 and consumers in the state of Washington.

00221

1 JUDGE WALLIS: Does that satisfy your  
2 concerns, Ms. Anderl?

3 MS. ANDERL: Yes. Thank you, Your Honor.

4 Q. Ms. Field, in one of the data request  
5 responses that was already admitted as part of  
6 Exhibit Number 24, and it's the last one in the  
7 packet, I'm just going to try to get some  
8 clarification here. Data Request Number 25, you  
9 refer in that data request response to Exhibit Number  
10 6, Best in Class Report. Is that the same Best in  
11 Class Report that's included in your direct testimony  
12 as Exhibit Number --

13 MS. PROCTOR: Seven.

14 Q. Part of exhibit -- well, Hearing Exhibit  
15 Number 8?

16 A. We're on Data Request Number 25; is that  
17 correct?

18 Q. Yes.

19 A. Yes, AT&T produces a number of Best in  
20 Class Reports. That is one of the printouts of some  
21 of the data that's associated with the best in class.

22 Q. All I'm saying is that the exhibit numbers  
23 don't match up, and so I'm seeking clarification that  
24 when you answer yes, it's Exhibit 6 in the data  
25 request, is it the same thing as Exhibit 7 in your

00222

1 testimony, that's been marked as Hearing Exhibit  
2 Number 8?

3 A. I believe so. I don't have the data  
4 request, Exhibit 6, in front of me, though.

5 Q. Do you know whether or not you reviewed two  
6 separate best in class reports in connection with --

7 A. I don't recall.

8 Q. Okay.

9 MS. PROCTOR: Ms. Anderl, we do have a copy  
10 of that response, and over the noon hour the witness  
11 could look at the attachment to the data response and  
12 advise, if that would be helpful.

13 MS. ANDERL: Thank you. It appears to be.  
14 I just didn't see the need to have a duplicate  
15 exhibit, and I was just trying to get the  
16 clarification.

17 MS. PROCTOR: Okay.

18 JUDGE WALLIS: If, as a result of that  
19 check, it appears that there's a difference, could  
20 AT&T bring that up as a preliminary matter before we  
21 resume cross-examination after lunch?

22 MS. PROCTOR: Certainly.

23 JUDGE WALLIS: Thank you.

24 Q. Ms. Field, is it AT&T's position that US  
25 West should provision service in accordance with when



00223

1 the customer desires that service?

2 A. Yes, and I'd like to provide an  
3 explanation. I think that in the business of  
4 telecom, one of the things that's happening is that  
5 people are becoming more dependent on telecom and  
6 they needed the services as they desire it.

7 One of the things that I think US West and  
8 AT&T do is provide some attention to the customers  
9 about what some of the areas might be, including such  
10 things as a standard interval that's contained within  
11 the US West service interval guide, as a guidance for  
12 guiding customers in their requests.

13 Q. So if a particular customer placed an order  
14 10 days before that customer wanted service, is it  
15 AT&T's position that US West should meet that 10-day  
16 interval?

17 A. It's AT&T's position that US West should  
18 meet a significant amount of that interval. And I  
19 believe that, in my testimony, that we describe that  
20 the objective would be 95 percent and that, over  
21 time, if the company is not there, that over time,  
22 they should be taking steps to improve their  
23 performance to achieve that objective.

24 Q. If a customer placed an order 20 days  
25 before he wanted service, is it AT&T's position that

00224

1 US West should meet the 20-day interval?

2 A. Yes, based on my last answer, yes.

3 Q. And what if the customer places the order  
4 30 days before he or she wants the service? Is that  
5 the due date that, in AT&T's view, US West should be  
6 striving to meet?

7 MS. PROCTOR: I'm going to object to the  
8 form of the question. I guess that's the basis of  
9 the objection. Just the word day, unfortunately, is  
10 not descriptive enough, because there's a difference  
11 between business days and calendar days, and US  
12 West's tariffs and the interval guide are clear about  
13 business days -- or I'm not sure they're clear about  
14 it, but they talk about business days. And Counsel's  
15 questions have been in the form of days, so I'm not  
16 quite sure that that's going to give us a good  
17 record. And I'm sure she didn't intend to mislead  
18 the witness, as opposed to business days or calendar  
19 days, but I just think we should be clear about which  
20 we're talking about here.

21 JUDGE WALLIS: Ms. Anderl, could you  
22 specify?

23 MS. ANDERL: Calendar days.

24 JUDGE WALLIS: Does that change the  
25 witness's response?

00225

1           THE WITNESS: Well, it could in a situation  
2 where you're in a low-density area, where the service  
3 interval guide talks about eight business days. And  
4 depending on when you place that, you could either  
5 have, you know, two weekends or portions of weekends  
6 there that might extend that to 12 days, I believe.

7           Q. Okay. But it wouldn't change your answer  
8 for the 30-day interval, would it?

9           A. I believe that -- I mean, I would believe  
10 that we would want -- if we put an order out there  
11 for 30 days that are calendar days, that we would  
12 expect that US West would achieve that date.

13           However, I seem to recall, and maybe you  
14 know, Lisa, that there was some -- that US West  
15 didn't want, in some cases, orders that were way out  
16 there, either, because of -- they just -- I guess  
17 they just clogged their systems. So essentially,  
18 they say if you want -- for an order that's way out  
19 there, it essentially goes into an ICB process, and I  
20 can't remember exactly how many days it goes into  
21 that process.

22           Q. But if the customer places the order 30  
23 days out, either calendar or business days, AT&T  
24 isn't suggesting that US West should meet the  
25 standard interval instead of the desired due date,

00226

1 are you?

2 A. No, no, what we've indicated is, you know,  
3 either the CDDD, and whether it's 10 days, 20 days,  
4 30 days, and also US West has an expedite process in  
5 place that if you have a customer that requires  
6 something in less than the standard interval, US West  
7 basically has the option to put it in and charge  
8 expedite charges and has language that says that  
9 they'll use their best efforts to achieve that  
10 expedite.

11 Q. Is it your testimony that there's a  
12 requirement in Washington that US West have no held  
13 orders for private line or dedicated access services?

14 A. Are you asking me to point to a place in my  
15 testimony?

16 Q. I'm -- that would be the next question. If  
17 that's your testimony here today, I would ask you if  
18 you have previously said that?

19 A. I have, in my deposition, I believe, that  
20 was for Colorado and Washington, I answered a  
21 question that was posed about do you believe that US  
22 West should have no held orders. And my answer was,  
23 No, I don't believe that there should not be any held  
24 orders, but they should be kept to a minimum, and  
25 that held orders basically occur, when they're in

00227

1 such a significant volume, occur because of lack of  
2 planning. So I basically, in my deposition, said  
3 that a minimum amount of held orders.

4 Q. Can you quantify that?

5 A. There's several people that have identified  
6 that. Some of the companies that are doing the 98  
7 percent range for DSIs have less than one percent  
8 held orders at any point in time. However, I think  
9 it's up to the Commission to make a determination  
10 about what they think is the appropriate standard.

11 Q. Okay. So you're not contending that there  
12 is a current numerical standard that US West is  
13 required to meet?

14 A. Required by the tariffs or --

15 Q. I'm asking you.

16 A. No, I do not believe that there's a  
17 numerical standard that's been established. There's  
18 been a lot of discussion in the industry across  
19 whether it is reasonable or not.

20 Q. If the Commission were to establish a  
21 numerical standard in this case, would it be AT&T's  
22 position that that numerical standard for an  
23 appropriate level of held orders ought to apply to US  
24 West only or to all carriers who provide similar  
25 services?

00228

1           A.    I think that would be up to the Commission  
2 to make that determination.  
3           Q.    What's AT&T's position?  
4           A.    I think AT&T would like to see held orders  
5 kept at a minimum for the industry in total.  
6           Q.    And AT&T would, in fact, hold itself to  
7 that same standard?  
8           A.    For access services?  
9           Q.    Yes.  
10          A.    I believe so.  
11          Q.    Regarding your reply testimony, which is  
12 Exhibit 18-C, page five, lines 13 through 16.  
13           MS. PROCTOR:  I'm sorry, page five --  
14           MS. ANDERL:  Yes, lines 13 through 16.  
15           MS. PROCTOR:  Thank you.  
16          Q.    Are you there, Ms. Field?  
17          A.    I believe so.  Eighteen is the last one?  
18           JUDGE WALLIS:  Let's be off the record,  
19 please.  
20                   (Discussion off the record.)  
21           JUDGE WALLIS:  Let's be back on the record,  
22 please.  Counsel has corrected the reference to page  
23 six of Exhibit 18-TC, lines 13 through 16.  
24          Q.    Are you there, Ms. Field?  
25          A.    Yes, I am.

00229

1 Q. You state in that testimony that US West  
2 will not promise to have facilities in place or  
3 reserve facilities to ensure that AT&T can provide  
4 service to its end user. Is that an accurate  
5 paraphrase of your testimony?

6 A. Yes.

7 Q. If US West were willing to promise to have  
8 facilities in place or to reserve facilities for  
9 AT&T's future use, would AT&T be willing to treat its  
10 desire for service in the future as a firm order and  
11 pay in advance to have those facilities built if they  
12 were not in place at the time AT&T ordered them?

13 A. US West has said to us that the only time  
14 that they will look to see if there is any facilities  
15 in place is when we do place a firm order. So if  
16 you're asking me if we provide -- and here would be  
17 the question. If we're basically -- if you're asking  
18 will AT&T provide an order and -- for these large  
19 projects. And once that order is placed, regardless  
20 of the time frame, will AT&T pay for it once the  
21 service is up and working? The answer is yes.

22 Q. Prior to the time the service is up and  
23 working, as a commitment, if US West needs to build  
24 facilities, will AT&T pay?

25 A. I don't believe that that's how the

00230

1 structure works today.

2 Q. I'm asking you if that --

3 A. We have basically discussed with US West,  
4 for the large projects, whether or not they would  
5 consider maybe a reservations fee and whether or not  
6 they'd actually do reservations across retail. And  
7 US West -- we've indicated that we would consider a  
8 reservations fee.

9 Q. A reservations fee?

10 A. Mm-hmm.

11 Q. Okay.

12 A. Yes.

13 Q. But the question I've asked you is would  
14 AT&T, and very simply, be willing to pay in advance  
15 to commit to facilities if US West is required to  
16 build them for AT&T?

17 A. Usually facilities aren't built just for  
18 one person, and so -- I mean, I'm having a hard time  
19 understanding your question relative to the will AT&T  
20 do it. I mean, I think that what we're saying --  
21 what I'm saying is AT&T has stated that, for these  
22 large projects, when we give forecasts associated  
23 with the projects and the specific customer  
24 locations, that, you know, we're basically saying we  
25 are going to have a firm order, okay, to put that in



00231

1 there.

2 US West goes in and says, Well, you know,  
3 that's not special construction, they may say that  
4 it's a five-year plan, or they may say, geez, we're  
5 not going to build it, okay. Those are the  
6 mechanisms that are in place today.

7 So AT&T, you know, AT&T has said that we  
8 will consider, once we have a proposal from US West,  
9 and then they'd have to make it available to all  
10 others through the tariff processes, something that  
11 basically says we want to put in facilities and  
12 reserve those facilities going forward so that US  
13 West felt that they had a commitment from an IXC for  
14 those facilities. But we haven't seen anything.

15 MS. ANDERL: Your Honor, perhaps I didn't  
16 set this question up properly as a hypothetical,  
17 although it seemed to me that I did say to the  
18 witness, if such and such were the case, and that, I  
19 thought, would have been enough. Ms. Field seems  
20 unwilling to accept the scenario that I've laid out  
21 to her and continues to want to answer different  
22 questions from what I've asked. At least that's my  
23 perception.

24 MS. PROCTOR: If I might, Ms. Field is  
25 obviously not experienced in a hearing room. She

00232

1 does real things. And I think perhaps -- I certainly  
2 did not understand that that was a hypothetical. If  
3 we pose the question as, This is a hypothetical, I'd  
4 like you to assume certain facts, I'm sure that Ms.  
5 Field will be able to respond. I'm not sure she'll  
6 ever be able to respond to Counsel what Counsel would  
7 deem is appropriate, but that's okay.

8 JUDGE WALLIS: Let's cut the  
9 characterizations of the sort that both Counsel have  
10 used. I have asked you please not to do that. I do  
11 not perceive the witness as being unwilling to  
12 answer. I will suggest that Ms. Anderl take a stab  
13 at rephrasing the question, being as specific as  
14 possible about the hypothetical situation that  
15 Counsel wishes to pose.

16 MS. ANDERL: Thank you, Your Honor. And I  
17 apologize if I inappropriately characterized the  
18 witness's responsiveness, or lack thereof. It seems  
19 like the only way to ask you to rule on whether she's  
20 been responsive or not.

21 Q. Ms. Field, assuming we're in a situation,  
22 hypothetically, where AT&T has given US West  
23 information with regard to specific facilities that  
24 it will want in place in the future to an end user,  
25 and US West indicates to AT&T that those facilities

00233

1 are not currently in place and not planned to be  
2 built, is AT&T willing, under those circumstances, to  
3 pay in advance to have the facilities built so that  
4 they are ready when AT&T places the order?

5 A. I think that would be dependent on what the  
6 entire package looked like. You know, I don't think  
7 it's a yes and no answer. I think that, you know,  
8 basically, if -- I think what would happen in the  
9 real world is that US West would say, Here's what it  
10 is, and then, you know, you check and see if there  
11 were anyone else that could possibly do it for less  
12 money. But I do believe that AT&T would consider and  
13 has considered paying special charges to get certain  
14 things that are above the norm out to a customer.

15 Q. Let me ask you a few questions about the  
16 reference you just made to seeing if somebody else  
17 could build it for less. Does AT&T obtain all of its  
18 special access in the state of Washington from US  
19 West?

20 A. No, AT&T, in the -- are you speaking  
21 specifically about the US West-served territory?

22 Q. I was getting there.

23 A. Okay.

24 Q. In US West's service territory -- well, in  
25 the state of Washington, does AT&T obtain access only

00234

1 from the incumbent service provider in each serving  
2 area?

3 A. No, AT&T does not.

4 Q. So AT&T purchases competitive access to  
5 services from other providers in certain instances?

6 A. Yes, essentially in the state of  
7 Washington, about [stricken on order of the  
8 Administrative Law Judge] percent of the access  
9 services are purchased on specials from others in the  
10 US West service territory.

11 MS. ANDERL: Your Honor, I don't know if  
12 AT&T believes that to be a confidential number or  
13 not. I didn't mean to elicit something on the  
14 record, but --

15 MS. PROCTOR: I'll have to check and see if  
16 AT&T does view that as confidential or not. I  
17 thought it was in your opening testimony as not  
18 confidential. Or are you willing to have it be  
19 treated as a nonconfidential number?

20 JUDGE WALLIS: Let's ask Counsel and the  
21 witness to confer over the lunch hour. And if it is  
22 a confidential number, we will ask that the court  
23 reporter strike the number from the transcript.

24 MS. PROCTOR: Sorry.

25 Q. Does AT&T self-provision some certain

00235

1 special access circuits in US West's service  
2 territory in Washington?

3 A. AT&T does self-provision. It's my belief  
4 that there are some self-provisioned in the state of  
5 Washington. However, I'm not knowledgeable about  
6 what those numbers are.

7 Q. Okay. Is AT&T technically and financially  
8 capable of doing a certain amount of  
9 self-provisioning for special access circuits in the  
10 state of Washington?

11 A. Yes, AT&T is technically capable. There's  
12 a number of operational issues, like access to every  
13 floor in every building, access to right-of-way, et  
14 cetera, that have made the road to competitive access  
15 providers harder than maybe one would imagine.

16 Q. How does AT&T make a decision about whether  
17 it will purchase special access from US West versus  
18 self-provisioning it or obtaining it from another  
19 carrier?

20 A. AT&T has a database that -- we have a  
21 customer that wants to place an order, that that  
22 database is queried to see who are the carriers that  
23 exist in that particular building or on that  
24 particular floor in the building. And essentially,  
25 if ALS is in the building, on the floor, then AT&T

00236

1 would place an order with ALS for the service,  
2 because I think, as any reasonable business practice,  
3 if you can provide it cheaper to yourself than you  
4 can purchase it from others, you generally do that.

5         If ALS is not at that location or -- but  
6 there's another carrier, we would look to see whether  
7 or not -- who could provide it and what the price  
8 would be, et cetera. Well, what the reality of the  
9 situation is, though, is that for most of the  
10 locations that AT&T has with its customers, which,  
11 you know, we have both customers in urban areas,  
12 about 70 percent of our customers are in urban areas,  
13 as compared with 30 percent in rural areas, and  
14 they're all over. They're not just in a couple of  
15 locations, but they're all over in a number of  
16 buildings. We've seen some migration, but very  
17 little.

18         Q.     So in all instances, if ALS -- and let me  
19 just stop there. ALS is AT&T Local Services?

20         A.     Yes, ALS is AT&T Local Services.

21         Q.     And is that the name that's been given to  
22 the operations of what used to be TCG, kind of  
23 generally?

24         A.     I would say a significant portion of TCG  
25 ended up as ALS, but some functions, like sales, were

00237

1 merged together, so there's not a specific local  
2 sales group.

3 Q. So in all instances, then, and I'm simply  
4 trying to paraphrase my understanding of what you  
5 said, and you can correct me if I'm wrong, but in all  
6 instances, AT&T first checks to see whether or not  
7 ALS has facilities available where AT&T wants to  
8 serve?

9 A. Yes, we look at what we have in our current  
10 inventory. The only modification I would make to  
11 your statement is all instances, it's dependent on  
12 the services. So you have to look at not only what  
13 the building is, but what are the services that can  
14 be currently provided.

15 Q. Limiting the question to just private line  
16 services.

17 A. Yes.

18 Q. AT&T goes first to ALS to check and see if  
19 they have facilities available for private line?

20 A. For some portions of private line.

21 Q. What portions?

22 A. Essentially, again, going back, they may  
23 have capability just to do DS1s or DS3s in a  
24 particular location, and not DS0s, and not, you know,  
25 optical.

00238

1 Q. Are there ever circumstances where ALS has  
2 facilities available to provide the service, but AT&T  
3 chooses another provider? Or if ALS is there, that  
4 is AT&T's first choice?

5 A. If we have a customer who essentially says,  
6 I want to order the total service from AT&T, but I'd  
7 like the access service to be provided by US West,  
8 you know, that can come into the equation and, you  
9 know, cause that circuit to stay with US West.

10 Q. Any other --

11 A. Even though there's potential there.

12 Q. Any other circumstances that you can think  
13 of?

14 A. None that come to mind right now.

15 Q. If ALS does not have facilities available  
16 to serve a particular customer, does AT&T ever place  
17 an order, as it were, with ALS anyway?

18 A. Yes, there have been, where there's been  
19 expansion of facilities. And so you could say that  
20 they might be going from -- might need a multiplexer  
21 at a particular location. And you know, you could  
22 say that that is, quote, unquote, facilities, but  
23 that ALS is in the building and ALS can equip that to  
24 meet the customer's requirement.

25 Q. If ALS does not have facilities available,



00239

1 does AT&T next look to see whether or not US West can  
2 serve, or does AT&T next look to see whether another  
3 access provider, other than US West, can serve?

4 A. In most circumstances, if ALS is not in  
5 that location, it goes to US West.

6 Q. Okay. I understand that may be the end  
7 result, but do you look at US West next or do you  
8 look at others next, after looking at ALS?

9 A. We look at who might be available at that  
10 particular location and what their pricing -- price,  
11 terms, conditions are in that particular market. And  
12 so it could be -- it could be US West in one instance  
13 and it could be someone else in a different instance.

14 Q. And after you place orders with US West for  
15 DSO or DS1 dedicated access services or facilities,  
16 does US West sometimes come back to you and say that  
17 those services cannot be provisioned in accordance  
18 with the customer desired due date because of certain  
19 facilities not being available?

20 A. Generally, US West comes back to us after  
21 they've issued a firm order confirmation outlining  
22 the commitment dates, and may come back and say,  
23 Geez, I can't provide this order because of  
24 facilities.

25 Q. Ms. Field, I think I'm going to move on to

00240

1 a different topic, but I don't want to lose sight of  
2 the fact that I would like to ask you to take a look  
3 at Exhibit Number 20 before you, a copy of your  
4 deposition transcript from Colorado --

5 A. Yes.

6 Q. -- in the Colorado and Washington dockets?

7 A. Mm-hmm.

8 Q. Do you recognize that?

9 A. Mine had pink papers on it, but --

10 Q. Had pink papers on it?

11 A. Mm-hmm.

12 Q. Okay. And would that be representative of  
13 confidential information?

14 A. Yes, it was.

15 Q. Okay. And that aside, then, and we will  
16 correct that with a newly-filed document, can you,  
17 upon review of that deposition transcript, recognize  
18 that as the deposition that you gave in Colorado?

19 A. Yes, it does look like it.

20 MS. ANDERL: Okay. Your Honor, I'd move  
21 the admission of Exhibit Number 20.

22 JUDGE WALLIS: Is there objection?

23 MS. PROCTOR: No objection.

24 JUDGE WALLIS: The exhibit is received. I  
25 will note for the record that both of the parties

00241

1 have submitted documents to the record that are not  
2 identified as confidential, consistent with the  
3 Commission's rules. And I have asked the parties to  
4 review those documents tomorrow morning and to  
5 provide official copies that are in compliance so  
6 that the Commission can be assured that it takes the  
7 appropriate protective practices to maintain the  
8 confidentiality of the documents.

9 MS. ANDERL: Thank you, Your Honor.

10 JUDGE WALLIS: We are pushing the lunch  
11 hour. I'm not inviting us to stop now, but as you  
12 enter a new area of questioning, Ms. Anderl, if you  
13 want to keep your eye on the clock and identify an  
14 appropriate time for a break, then we will begin our  
15 noon recess.

16 MS. ANDERL: Well, I'm kind of wondering,  
17 you know, if I can finish before we become faint with  
18 hunger, and thinking that I probably won't. We  
19 probably will need to take the lunch break before I  
20 can wrap up my cross, so really any time. Now would  
21 be fine. I am going to change subjects. Or I can go  
22 10 more minutes, if you'd like.

23 JUDGE WALLIS: Let's proceed until about  
24 noon, then.

25 Q. Ms. Field, as to the 70 held orders that

00242

1 were first identified in the complaint and listed in  
2 Exhibit 5 of your testimony, can you state whether or  
3 not AT&T explored the possibility of obtaining  
4 services from another vendor for any of those  
5 services?

6 A. Yes, the way that our -- the way that our  
7 process works is we look first to see if anyone is in  
8 those locations when we place the order and then  
9 place it with a carrier that's there. And then -- so  
10 we did look at whether or not people were in those  
11 locations, if that's what your question is. On a  
12 number of the orders, when Customer Care gets it  
13 back, they might explore that one more time to see if  
14 there's any other possibility that exists.

15 Q. And if not, then the order stays with US  
16 West?

17 A. Yes.

18 Q. Under circumstances where neither US West  
19 nor any other carrier has facilities available, is it  
20 AT&T's position that US West is better able to  
21 provide service than any other carrier under those  
22 circumstances?

23 A. It's my personal belief that that's true,  
24 because of the ubiquity of US West's network, and  
25 also the fact that US West has, you know, demarcs and

00243

1 demarcation points in almost every building and every  
2 floor and every customer premise that someone like  
3 AT&T would like to sell into.

4 Q. What about a circumstance where a customer  
5 desires service, and that service requires the  
6 installation of fiberoptic cable to the customer's  
7 premise and no existing carrier has anything other  
8 than copper or coaxial cable to the customer. Do you  
9 have that scenario or hypothetical situation in mind?  
10 And then I'll ask you a question when you have that  
11 in mind.

12 A. So you're saying assume that the only way  
13 that the service could be provided is fiberoptics?

14 Q. Yes.

15 A. Yeah.

16 Q. Okay. Is it your position that, under  
17 those circumstances, US West is better able to  
18 provide service than either AT&T, through  
19 self-provisioning, or any other carrier?

20 A. Yes, it is.

21 Q. Why?

22 A. Because, again, you generally -- when you  
23 look at customers, customers basically -- it's like a  
24 strip mall. You've got a number of customers set up.  
25 If there's an issue with one particular customer,

00244

1 there's an issue with a multitude of customers. What  
2 we've seen is that, essentially, when we have held  
3 orders, it may not just be for one customer, but  
4 there's a series of customers that are being  
5 affected. Some we know, because they're AT&T  
6 customers, but there's others that are being affected  
7 that might be customers of Sprint or customers of MCI  
8 or customers of a number of other companies that  
9 exist. It could also be that, even though this deals  
10 with access, that that fiberoptic route is also  
11 needed to provide local interconnection, as well.

12 Q. Well, Ms. Field, you changed the question  
13 and assumed more than one customer, and I'd ask you  
14 to please limit your answer to the scenario that I'd  
15 laid out for you, which is there's a single customer,  
16 whose requested service requires placement of  
17 fiberoptic cable that does not currently exist.

18 The question was simply if you believe that  
19 US West is better able to provide that service than  
20 AT&T can through self-provisioning or another carrier  
21 could, why?

22 A. I think the reason that I stated was  
23 because, you know, number one, US West has the  
24 predominance of customers. Number two, you know,  
25 customers are not singular in nature. You don't go

00245

1 from a central office or, you know, AT&T POP to a US  
2 West central office to a customer. Essentially, you  
3 have facilities that are providing significant  
4 capacity to a number of customers, and then you may  
5 have the last little leg. And when you said fiber, I  
6 mean, from my perspective, that's a scenario that  
7 comes to my mind.

8 Q. So let me see if I understand your  
9 testimony. It's your testimony that US West is  
10 better able to serve than AT&T or any other carrier,  
11 because US West has more customers?

12 A. Well, I also was talking about the ubiquity  
13 of the network. US West has the infrastructure in  
14 place that -- including the rights-of-way, the  
15 conduit, et cetera, and it has a number of customers  
16 it's serving along the way. It can -- you know, it  
17 basically has those customers.

18 And if -- I guess what I'm saying is if you  
19 have one customer in trouble, you have more than one  
20 customer in trouble in the cross-section, unless  
21 you're telling me that the only problem you have is  
22 from some cross-section point and out to a customer  
23 location and they're the only person in that portion  
24 of the cross-section.

25 Q. Actually, that last part was exactly the

00246

1 question I was trying to ask you. So under those  
2 circumstances, is it still your testimony that US  
3 West is the carrier best able to serve?

4 A. I would say yes, because that's only a  
5 short portion of the entirety of the circuit. The  
6 circuit goes all the way back through the network.

7 Q. And even if the problem that you just  
8 described applied all the way back to the central  
9 office, would it still be your testimony that US West  
10 is the carrier best able to serve?

11 A. I guess I would say that -- I don't see  
12 that as a real possibility in the scenario that we're  
13 talking about here today. There's not a central  
14 office that basically has one customer hanging off of  
15 it, you know, that has their own IOF facilities going  
16 to another central office and its own one fiber in a  
17 conduit.

18 Q. Ms. Field, is it correct that --

19 JUDGE WALLIS: Does that conclude your  
20 questioning along that line?

21 MS. ANDERL: Oh, okay, perfect. It's noon.  
22 New topic after lunch.

23 JUDGE WALLIS: Let's take our noon recess  
24 and reconvene promptly at 1:30, please. Thanks.

25 (Lunch recess taken from 12:00 to 1:30.)



00247

1 JUDGE WALLIS: Let's be back on the record,  
2 please, following our noon recess. Ms. Anderl.

3 MS. ANDERL: Thank you, Your Honor.

4 Q. Ms. Field, just a couple questions about  
5 the relief that AT&T's requesting in this docket.  
6 You've stated, and I don't know if you stated it in  
7 your testimony or Mr. Wilson does in his, but I know  
8 that Ms. Singer-Nelson mentioned in it in her opening  
9 statement. If you're not the right witness to ask  
10 about it, just tell me that.

11 But with regard to the relief AT&T is  
12 requesting, I believe I heard Ms. Singer-Nelson say  
13 that AT&T would like the Commission to order US West  
14 to fill all held orders older than 30 days where  
15 construction or facilities -- where construction is  
16 not required or where facilities are available. Is  
17 that a correct statement of what AT&T is asking for?

18 A. I think in -- I can't recall what Michel,  
19 Ms. Singer-Nelson said at the start of this, but  
20 essentially, I think page 82, lines four through  
21 seven, identify a portion of what we'd like to do  
22 relative to the held orders, both those held orders  
23 that were held at the time of the complaint, as well  
24 as held orders on a going forward basis.

25 And basically, it says US West immediately

00248

1 fill all of AT&T's outstanding orders, whether those  
2 result from a lack of available facilities or from a  
3 customer desired due date which have not been met.

4 Q. So even the ones where US West does not  
5 have facilities available, you want the Commission to  
6 order US West to immediately fill the orders?

7 A. No, the next part of that goes into saying  
8 that for those that are held, due to lack of  
9 available facilities, that we would like the  
10 Commission to have US West's plan for remedying the  
11 situation and filling those orders within 30 days.

12 Q. Okay. What does line five there on that  
13 page 82, then, mean, immediately fill all of AT&T's  
14 outstanding held orders? Except which ones?

15 A. Essentially, if US West needs to do such  
16 things as conditioning of pairs or -- which might be  
17 taking off load coils, et cetera, they generally call  
18 that facilities, as well, okay. And essentially what  
19 we're asking for is that, for those items that  
20 require some work activities, but that can be  
21 immediately filled, that they be immediately filled.  
22 For those that US West says that they can't  
23 immediately fill them, that they need to develop a  
24 plan to remedy the situation within a specific time.

25 Q. Okay. What about ones that require more

00249

1 than just work activity? What about held orders that  
2 require construction or purchase of additional  
3 facilities. When do you want those filled by?

4 A. I think it's based on -- there's not just a  
5 singular answer to that question, I don't believe,  
6 because, you know, essentially there are construction  
7 activities that can happen within a 30-day period of  
8 time, and if there are some of the held orders that  
9 require a longer period of construction than the 30  
10 days that's asked for in Item Seven, page 82, that  
11 the Commission will take that into consideration.

12 So if you're saying that there's an order  
13 that -- or many orders across multiple carriers that  
14 is being held up for something that's going to take  
15 two months to construct, that US West would have a  
16 plan to resolve that situation and would present that  
17 plan and then would be measured against that plan.

18 Q. Does AT&T want the Commission to order US  
19 West to fill held orders for AT&T ahead of when it  
20 would fill held orders for its own customers or MCI?

21 A. AT&T believes that even though AT&T is the  
22 only Complainant associated with this, that the held  
23 orders associated with a specific cross-section  
24 should be treated in a nondiscriminatory fashion.

25 Q. I believe that you're asking the Commission

00250

1 to order US West to report to the Commission and AT&T  
2 at least monthly the number of installation  
3 appointments met. Isn't it true that US West already  
4 provides that information to AT&T on a monthly basis,  
5 as well as a significant amount of additional  
6 information regarding US West's provisioning  
7 performance?

8 A. US West provides to AT&T on a monthly basis  
9 their performance against the customer desired due  
10 date, which we're calling that missed installations,  
11 yes.

12 Q. So what do you want in addition to what US  
13 West already provides to you?

14 A. Well, I think this states in number eight  
15 that we're asking for not only that that information  
16 be presented to AT&T, but also be presented to the  
17 Commission, including the percentage of time that the  
18 commitments are not meant, and also the duration of  
19 the delay from the customer desired due date to the  
20 time that the customer actually has facilities that  
21 are up and working to provide telecommunications  
22 services.

23 Q. Are you also recommending that the  
24 Commission here in this docket order US West to amend  
25 its interstate and intrastate tariffs to eliminate

00251

1 the provision that US West's obligation to provide  
2 access service will be performed on an ICB basis  
3 where facilities are not available?

4 A. Would you mind restating that question?

5 MS. ANDERL: I didn't have that one written  
6 down. May I ask that it be read back?

7 (Record read back.)

8 THE WITNESS: Okay. I think what you're  
9 asking me is whether or not I believe that the ICB  
10 portion of the US West tariff should be eliminated.  
11 Is that what -- is that paraphrasing it  
12 appropriately?

13 Q. Almost. I'm asking you if you think the  
14 facilities availability portion of the tariff ought  
15 to be eliminated?

16 A. I think that there's cases where you come  
17 across the facility availability portion, so on an  
18 overall basis, I'd say no. However, I believe that  
19 one of the things that has to be provided is adequate  
20 and reasonable service to people such as AT&T and  
21 other carriers who are providing end-user customer  
22 service to businesses and consumers within this  
23 jurisdiction.

24 So my perspective on that is, no, I don't  
25 think there's no case that ICB comes into play. I

00252

1 believe that, based on the situation that we have in  
2 front of us, the amount of missed orders that are  
3 exhibited, as well as the amount of held orders that  
4 are exhibited are too high, and that there should be  
5 mechanisms to allow performance to show improvement  
6 over time.

7 MS. ANDERL: Thank you, Ms. Field. Your  
8 Honor, that concludes my questions.

9 JUDGE WALLIS: Commission Staff.

10 MS. SMITH: Yes, thank you.

11 C R O S S - E X A M I N A T I O N

12 BY MS. SMITH:

13 Q. Good afternoon, Ms. Field. I'm Shannon  
14 Smith. I'm representing the Commission Staff in this  
15 case.

16 A. Good afternoon.

17 Q. On page five, line 13 of your testimony,  
18 referring to that, if I could draw your attention to  
19 that spot in your testimony.

20 A. That was page five, line 13?

21 Q. Yes, of your direct testimony.

22 A. Yes.

23 Q. Does AT&T have access services that are  
24 connected to residential customers?

25 A. Yes, we do.

00253

1 Q. Are any of those customers in US West's  
2 territory?

3 A. Yes.

4 Q. Are any of them in Washington State?

5 A. Yes.

6 Q. In your testimony, when you refer to  
7 dedicated access, are you referring to the same  
8 service that US West calls special access?

9 A. Yes, generally we're using the term the  
10 same. In my deposition, I explain that one of the  
11 problems with telecommunications is that many people  
12 use different terms to explain different things, but  
13 in my testimony, when I use it, I'm using it in a  
14 synonymous way with US West on special access.

15 Q. And in your testimony, you indicated that  
16 dedicated access includes DSOs and DS1s. Are there  
17 any dedicated access services that use DS3 circuits?

18 A. Yes, there are.

19 Q. In Ms. Halvorson's direct testimony at page  
20 eight, she talks about the transfer of DS3 circuits  
21 from US West access services to AT&T's competitive  
22 access provider. Do you recall any of the discussion  
23 in her testimony about that?

24 A. Yes, I do. I don't have it in front of me,  
25 but I do recall that section.

00254

1 Q. Do you know whether the DS3 circuits she's  
2 referring to are for dedicated access?

3 A. Essentially what she's referring to in her  
4 testimony is what is called the point of presence to  
5 local switching office segment of the network, and I  
6 think she refers to something called Project Augusta  
7 in her testimony. That section, which is basically  
8 called local transport, can provide the facilities by  
9 which lower level services can ride over, but it does  
10 not provide end-user connectivity to a dedicated  
11 access circuit.

12 Q. Is that the same as the bulk services that  
13 you talked about earlier this morning?

14 A. Yes, it's very similar.

15 Q. So with respect to bulk services, if AT&T  
16 has a bulk order that has been held and orders a DS1  
17 circuit, either a switched or dedicated circuit that  
18 needs to use the bulk facility, does US West hold a  
19 DS1 order for access?

20 A. Essentially, the way that we run the  
21 process is when a bulk access facility order goes  
22 held, we don't write any orders against that until it  
23 is released from the held condition.

24 Q. Would there be an occasion where US West  
25 would provision the DS1 circuit separately?



00255

1           A.    Yes.  US West, in some cases, might come  
2 back to us and say, I don't have a DS3 bulk access  
3 facility and I know that's what you need, but we  
4 might be able to provide you one or two DS1s for some  
5 period of time at a higher rate and then, over time,  
6 you can migrate them to the bulk access facility when  
7 it becomes available.  And when that is done, when  
8 you migrate them from the DS1s to the DS3s, that's  
9 termed a reconfiguration of the network.

10          Q.    In your direct testimony at page six, line  
11 22, you talk about a DSO link from Seattle to Tacoma.  
12 Would that link be for intrastate services?

13          A.    Yes.

14          Q.    Could that be purchased -- could that DSO  
15 be purchased from US West's interstate access tariff?

16          A.    Essentially, I'd say no, via the process.  
17 The process is to understand what the customer's  
18 applications are.  And essentially we, after talking  
19 with the customer and understanding its application,  
20 if it meets the -- in conjunction with CFR, Part -- I  
21 guess it's Part 47 -- or 47, Part 36, basically says  
22 that if it's less than 10 percent interstate, that  
23 the tariff that it should be purchased out of is the  
24 intrastate tariff, versus over 10 percent,  
25 interstate.

00256

1 Q. Turning your attention to page 17 of your  
2 direct testimony?

3 A. Yes.

4 Q. And in line two, there appears to be a  
5 number in line two that is, from my copy of your  
6 testimony, appears to be a nonconfidential number,  
7 which looks like a total amount that AT&T pays to US  
8 West for access?

9 A. Yes.

10 Q. Is that -- that number is nonconfidential,  
11 is it not?

12 A. Yes.

13 Q. Does that billion-dollar figure include  
14 both dedicated and switched access services?

15 A. Yes, it does. I'd like to go back and  
16 clarify my answer to that question previously,  
17 though, to make sure that there's no  
18 misunderstanding. In the 15 states that I managed at  
19 the time associated with this, which include the 14  
20 states of the US West region, and at one point in  
21 time, Alaska, we paid all of the local exchange  
22 companies a billion dollars in access.

23 Q. Okay. So it's not just to US West?

24 A. No, but 80 percent of it or so is to US  
25 West.

00257

1 Q. On page 19 of your direct testimony,  
2 starting at about 13 -- the question starts off on  
3 line 13, and the answer starts on line 16, you're  
4 referring to the tariffs that AT&T purchases  
5 facilities out of. Is the tariff rate for intrastate  
6 special access services the same as the rate for  
7 interstate special access services?

8 A. No, I don't believe so.

9 Q. If US West were to order services out --  
10 strike that. For services ordered out of the  
11 intrastate tariff, are there any differences in  
12 installation intervals versus those services  
13 purchased out of the interstate tariff?

14 A. No, US West basically just has their  
15 service interval guide that distinguishes between  
16 high-density and low-density areas.

17 Q. In your testimony, you talk about on-time  
18 performance. What does AT&T consider to be on-time  
19 performance?

20 A. Essentially, we, in conjunction with US  
21 West, measure on-time performance against the  
22 customer desired due date, which was developed by  
23 conducting focus groups with many of the local  
24 exchange companies and customers -- large customers,  
25 small customers, business customers, consumer

00258

1 customers -- to understand what they expected.

2           So when we say we're measuring on-time  
3 performance, we're measuring what did the customer  
4 want within the service interval guide implications  
5 and how well did US West and the other companies do  
6 against that.

7           Q.    And when you refer to a customer desired  
8 due date, is that AT&T's due date or AT&T end-use  
9 customers' due date?

10          A.    The customer and customer desired due date  
11 time frame is one that AT&T establishes based on the  
12 end-user customer needs.  And if you think about it,  
13 you could have a very simple application with the  
14 exchange access due date and the overall circuit due  
15 date, because you have the exchange access and the  
16 interexchange network piece could match up  
17 one-to-one.

18           In other situations, if you have, let's  
19 say, a large insurance company that's putting a Year  
20 2000 application in and they have a regional hub and  
21 multiple locations that are off that hub, we're  
22 bringing up each and every one of those exchange  
23 access circuits with the IXC circuit with the  
24 application that they're running over it.

25           So in those cases, we have an exchange

00259

1 access due date, which is what the CDDD is, plus  
2 there's some testing time, so that the customer's  
3 network, before they turn it over so that end-user  
4 customers can actually use it, or I, going into my  
5 insurance company asking for a quote, that it works  
6 without a flaw. Because at the end of the day,  
7 that's what an insurance company expects for their  
8 customers, is they want a network application that  
9 works flawlessly and doesn't put their insurance  
10 customers on the ground.

11 Q. In situations where AT&T orders a DSO  
12 dedicated access service from US West, does US West  
13 need to provide AT&T with a loop from the customer's  
14 location?

15 A. Yes, when AT&T orders a DSO access service,  
16 we need a loop to the end-user customer location.

17 Q. Does US West also need to provide to AT&T a  
18 DSO interoffice connection?

19 A. Yes.

20 Q. What must US West provide to AT&T when AT&T  
21 orders a dedicated DS1 access service?

22 A. Essentially, the same thing. Basically,  
23 you come out of the AT&T network and you have  
24 facilities that go between the AT&T network that are  
25 interoffice facilities, or IOF, from the POP to a

00260

1 local serving office and then out to the end-user  
2 customer. So there's an interoffice piece, which  
3 actually could go through a multitude of switching  
4 offices, plus what I'll term a local loop from the  
5 last local serving office to the end-user customer.

6 Q. Does a DS1 facility require additional  
7 equipment over a DSO facility?

8 A. It requires different equipment over a DSO  
9 facility, because a DS1 is basically -- it's  
10 basically 24 DSOs.

11 Q. Would there be any additional work for US  
12 West to provide a DS1 facility compared to a DSO  
13 facility?

14 A. There's installation of equipment, but that  
15 installation of equipment is not significant. It's  
16 just a different piece of equipment.

17 Q. In situations when AT&T is ordering  
18 facilities from US West, does US West provide a firm  
19 order commitment date prior to the time that US West  
20 would inform AT&T where facilities are not available?

21 A. Yes. In numerous cases, they provide us a  
22 firm order confirmation with the commitment dates  
23 laid out. And then, very late in the process, we'll  
24 find out that there's a facility problem, and that's  
25 -- in line with the tariffs, the tariffs essentially

00261

1 say that the service date will be established on the  
2 date that the order is passed from a provider like  
3 AT&T to US West.

4 Q. Does US West ever state up front, as soon  
5 as AT&T places an order, whether or not facilities  
6 will be available?

7 A. In a couple of circumstances, they did.  
8 Looking at the exhibits within the held order list, I  
9 think there's actually three in one of my exhibits  
10 where it says no FOC, no firm order confirmation,  
11 basically indicating that they came back to AT&T and  
12 said, in those cases, no facilities are available,  
13 and hence we will not provide you with a firm order  
14 confirmation.

15 Q. Earlier this morning you testified about  
16 the availability of services from other providers.  
17 Is it AT&T's position that it has few alternatives to  
18 US West access service?

19 A. Yes. At this juncture, in the path to  
20 competition, the bottom line is is that there's many,  
21 many, many locations where there's only one provider  
22 of service in a particular building. And if you  
23 can't get into a building, you can't truly be a  
24 competitive provider in that building. So yes, it's  
25 AT&T's position that, in reality, there's no even

00262

1 semi-ubiquitous provider that we can go to.

2 Q. If AT&T did have another choice of  
3 providers, would AT&T use that choice?

4 A. I think we've used choices where we've had  
5 choices available, but in reality, you know, based on  
6 the fact that AT&T, you know, has a distribution of  
7 customers, 70 percent in urban and 30 percent in  
8 rural in this particular state, and we also have  
9 customers in multiple buildings, you know, the  
10 building penetration of alternate access vendors is  
11 not great as of this date.

12 Q. For practical purposes, do the end-use  
13 customers -- strike that. Let's start over.

14 For practical purposes, do AT&T's end-use  
15 customers who are impacted by held orders have any  
16 alternatives than to obtain service from US West?

17 A. No.

18 Q. In the past three years, has US West failed  
19 to meet AT&T desired due dates for switched access  
20 services in the state of Washington because  
21 facilities have not been available?

22 A. Yes, facilities not being available is a  
23 major issue.

24 Q. In the past three years, has US West failed  
25 to meet AT&T desired due dates for switched access



00263

1 services in Seattle because facilities were not  
2 available?

3 A. I don't know about Seattle in particular.

4 Q. Do you know about Tacoma?

5 A. No, I don't.

6 MS. SMITH: That's all I have.

7 THE WITNESS: Thank you.

8 JUDGE WALLIS: Are there questions from the  
9 bench?

10 CHAIRWOMAN SHOWALTER: I have some.

11 E X A M I N A T I O N

12 BY CHAIRWOMAN SHOWALTER:

13 Q. Ms. Field, I think earlier this morning you  
14 were asked the question of can US West offer services  
15 beyond those required by the tariff not on a uniform  
16 basis. I think you rephrased the question to say,  
17 Well, if you mean is it all right if US West provides  
18 services beyond its tariff, but differentially among  
19 customers, your answer was no, that's not okay. You  
20 just said no. And I was -- what is your reasoning  
21 behind your answer?

22 A. I think, for access services, that US West  
23 should be providing the same services to AT&T as it  
24 would to MCI or Sprint or themselves or anyone else.  
25 If there's -- basically that could happen in a number

00264

1 of different ways. They could basically work with  
2 and they have worked with IXCs about a new offer, and  
3 when they've pursued that offer, they've essentially  
4 tariffed that offer so it's made available to all  
5 folks, versus a subset of folks.

6 So as a business person who is responsible  
7 for the access business, you know, my belief is that  
8 US West needs to provide access services or make  
9 access services available in a nondiscriminatory way  
10 across the landscape.

11 Q. But do I take it that your view is that,  
12 even if it's not in the tariff, if it's something  
13 that's provided to one sort of customer, that US West  
14 is required by law to provide it to others? You use  
15 the word should, and that could be your own should,  
16 as opposed to a legal should.

17 A. I think that if they're going to -- I mean,  
18 I think if they're going to provide something to some  
19 portion of IXCs, as an example, that that capability  
20 should, and by law, should be --

21 Q. You mean must, I think.

22 A. Yeah.

23 Q. Okay. I think you said that -- I think you  
24 said at one point that you're asking the Commission  
25 to enforce both state and federal tariffs. My

00265

1 question is are you alleging that US West has  
2 violated first, let's say, the state tariff?

3 A. I believe that there are provisions within  
4 the state tariff and the interstate tariff that US  
5 West is not living up to.

6 Q. Okay. Can you tell me -- let's take the  
7 state one first, because Ms. Anderl pointed you to  
8 various portions of state and federal tariffs, and I  
9 think your answers were that, other than indirectly,  
10 by means of bulk or held orders on bulk orders, that  
11 you were not alleging that US West has violated the  
12 portion of the tariff that she was pointing out to  
13 you. So if you are alleging a violation of a state  
14 tariff, can you point to the tariff that you are  
15 saying has been violated?

16 A. Yes, I could, if I can get a copy of it.  
17 And I think when Ms. Anderl was asking me the  
18 question this morning, it was about nonrecurring  
19 charges associated with credits. And she was asking  
20 me specifically whether or not -- and this is the  
21 part that I recall. She was asking me specifically  
22 if I believed that they were violating that portion  
23 of it and that AT&T was not receiving the credits. I  
24 said -- I believe I said, No, we're not alleging  
25 that, even though we do have this work going on

00266

1 between the two companies about whether or not the  
2 right provisioning credit has been applied. Do we  
3 have a copy of the intrastate tariff?

4 JUDGE WALLIS: Let's be off the record for  
5 a moment.

6 (Discussion off the record.)

7 JUDGE WALLIS: Let's be back on the record,  
8 please. Does the witness have the document in front  
9 of her now?

10 THE WITNESS: Yes.

11 CHAIRWOMAN SHOWALTER: Tell me what exhibit  
12 it is, so that I can follow along.

13 THE WITNESS: Oh, yes, I'm sorry. It  
14 appears to be 507 of the US West testimony book.

15 MS. PROCTOR: That would be in Dr.  
16 Wilcox's. I believe it was what had been marked as  
17 Dr. Wilcox's Exhibit 6.

18 THE WITNESS: And let's see. There seems  
19 to be a portion missing here.

20 MS. ANDERL: Dr. Wilcox's Exhibit BMW-6  
21 does not purport to be the whole section, so --

22 THE WITNESS: Let me just see what -- if we  
23 could, because there's a portion in the intrastate  
24 that basically duplicates the portion in the  
25 interstate, but it's not in this exhibit of the

00267

1 intrastate. So it might be easier to point to the  
2 interstate, and I'll show you, and then maybe at a  
3 later point in time we can go get that specific  
4 information.

5 Q. You want to point me to an analogous part  
6 of the interstate?

7 A. Yes.

8 Q. Okay.

9 A. Which is -- on my copy, it says Exhibit  
10 BMW-4.

11 MS. PROCTOR: That would have been marked  
12 for hearing as Exhibit 505.

13 CHAIRWOMAN SHOWALTER: Okay.

14 THE WITNESS: And it's -- it appears to be  
15 page 5.2.

16 Q. It says ordering options for access  
17 services?

18 A. Yes, it's the second page in that group.

19 Q. So you're saying that there's an analogous  
20 portion in the intrastate tariff?

21 A. Yes.

22 Q. Is it identical, do you know?

23 A. I think there might be a couple of little  
24 modifications in words, but it's pretty close to the  
25 same.

00268

1 Q. Okay.

2 A. And basically, the first piece is 5.1.1,  
3 that first paragraph there, The company will  
4 establish a service date, a due date for the circuit  
5 when the customer has placed an order for service  
6 with all the appropriate information to allow the  
7 processing of the access order. The date on which  
8 the service date is established is the application  
9 date, and in parentheses, that says order date.

10 And then it goes on in the next paragraph  
11 to define the time required to provision the service  
12 is known as the service date interval, and tells you  
13 that that will be -- well, it goes on to say the  
14 service date interval is established in accordance  
15 with 5.2.1 following.

16 The company will provide a firm order  
17 confirmation to the customer advising the customer of  
18 the application date and the associated service date  
19 intervals for the access order. Access order firm  
20 order confirmations, where possible, will reflect the  
21 customer's requested service date. And in the  
22 service interval guide, basically, which I believe is  
23 --

24 MS. PROCTOR: The yellow tab. Might I  
25 assist the witness, Your Honor?

00269

1 JUDGE WALLIS: Let's be off the record,  
2 please.

3 (Discussion off the record.)

4 JUDGE WALLIS: Back on the record.

5 THE WITNESS: In its exhibit to Mr. Hooks's  
6 testimony -- do you have the number? It says PWH-1.

7 MS. PROCTOR: That would have been  
8 pre-marked by US West as Exhibit 402 to Mr. Hooks's  
9 testimony.

10 THE WITNESS: And on page six of that  
11 document, it identifies the provisioning intervals  
12 for US West Communications and basically identifies  
13 that the application date, or the slang for that is  
14 APP, capital APP, basically is provided the same day  
15 that the order is issued, as long as the order comes  
16 in before 3:00.

17 So their tariff and their service interval  
18 guide state that they should have the ability to  
19 provide a firm order confirmation identifying the  
20 commitment dates by which they will provide service  
21 to end-user customers to AT&T, so that they can  
22 provide service to end-user customers, will occur on  
23 the date that we provide an order to them.

24 Q. Okay. So recognizing that we don't have  
25 the actual interstate tariff in front of us, but do I

00270

1 understand you to say that you are, in general,  
2 getting a date, but then, so that so far -- well, US  
3 West is giving you a date, as required by the tariff,  
4 but then the date is reneged on?

5 A. Yes.

6 Q. Sometimes or mostly due to lack of  
7 facilities?

8 A. Yeah, in 50 percent of the cases it's  
9 reneged on, and a contributory factor is lack of  
10 facilities.

11 Q. And your position is that where there's a  
12 lack of facilities, that the -- is it that you were  
13 given a date, and the reneging of it is the violation  
14 of a tariff?

15 A. I think there's two things maybe going on  
16 there. One, we're given a date and that date is not  
17 good, and it impacts the customers. And so even  
18 though it calls for a firm order confirmation  
19 outlining the commitment dates, it doesn't appear  
20 that US West is viewing them as commitment dates to  
21 provide service to carriers such as AT&T or  
22 potentially the retail customers, too, because this  
23 is the same tariff that they deal with their retail  
24 customers on.

25 Q. I'm trying to deal with the evidence in



00271

1 front of us and the particular cases that you've  
2 listed, the orders you've listed. And am I right  
3 that you were saying that the 70 or so --

4 A. Well, there's 70 held orders, but there's  
5 also missed orders on top of that.

6 Q. Let's just stick with the held orders right  
7 now.

8 A. Okay.

9 Q. That those held orders are violations of a  
10 tariff because you were given a date and then the  
11 date was moved; is that your position?

12 A. Our position is that US West has an  
13 obligation under their tariff to provide a firm order  
14 confirmation outline and commitment dates and that on  
15 -- and implied in that tariff is that there would be  
16 some goodness associated with commitments, and it  
17 does not appear to be there. We believe that that's  
18 a violation.

19 Q. So that you're saying if the reason for the  
20 held order is a lack of facilities, that it  
21 nevertheless is a violation of the tariff because  
22 there is implied, although perhaps not expressed in  
23 the tariff, an obligation to meet the date, not just  
24 state the date. Is that more or less what you're  
25 saying?

00272

1 A. Yes, that's going in that line.

2 Q. Okay.

3 A. And it's also our contention that US West  
4 has an obligation to plan its network effectively and  
5 provide adequate service and in, you know, based on  
6 the exhibits in this case, you know, it's clear that  
7 a significant amount of time those dates are not met,  
8 and that does not seem reasonable.

9 Q. Now, again, I want to stick to the  
10 intrastate tariff for the moment. In order for there  
11 to be a violation of the tariff, don't you need to  
12 have ordered service under that tariff?

13 A. Well, we did -- we have ordered service  
14 under that tariff. We haven't ordered a significant  
15 amount of service under that tariff, but we did have  
16 an intrastate order.

17 Q. Okay. Can you point me to that? Of the  
18 orders that you have listed in your testimony, what  
19 ones were under the intrastate tariff that you feel  
20 were in violation of the intrastate tariff?

21 A. I think, as we said earlier, one of my  
22 exhibits had a mistake on it, when it should have had  
23 an F. I'd have to check and make sure I have the  
24 right one, unless I can find it in Dr. Wilcox's  
25 comments, as she called out the specific order.

00273

1 MS. ANDERL: Your Honor, I've found the  
2 reference, if I might assist, in Dr. Wilcox's direct  
3 testimony at page 19. The footnote 16 identifies the  
4 purchase order number that we believe was  
5 misreferenced on Ms. Field's exhibit, and so then we  
6 can look at that purchase order number and go to Ms.  
7 Field's Exhibit Number 5.

8 THE WITNESS: Appears to be page two of  
9 four on my Exhibit 5.

10 CHAIRWOMAN SHOWALTER: Two of four?

11 THE WITNESS: Yes, page two of four.

12 Q. Okay. What order is it?

13 A. It's -- probably the easiest way is it's  
14 the seventh from the bottom. It's Victor-William-Sam  
15 01790560

16 Q. Okay. So what you're saying, that this  
17 order was under the intrastate tariff, and the  
18 commitment date was changed due to explanation of no  
19 facilities?

20 A. Yes.

21 Q. And so this is what you are alleging is a  
22 violation of the intrastate tariff?

23 A. Yes.

24 Q. Okay. Are there any others?

25 A. No, not on this list, there are not.

00274

1 Q. Okay. Now, I believe you also said you  
2 were asking us to enforce the federal tariff; am I  
3 correct?

4 A. Yeah, and I guess -- I'm not a lawyer, I'm  
5 an engineer, and I guess maybe I should explain that  
6 a little bit further. It's my belief that the  
7 Commission has accountability over service quality in  
8 the state of Washington regardless of which tariff  
9 we're paying for these services out of. And so  
10 therefore, you know, I believe that the Commission  
11 has a role in assuring that the businesses and  
12 consumers in the state of Washington get the same --  
13 or get a high quality of service in the state  
14 regardless of which carrier is providing that  
15 service.

16 Q. I might be going over this ground again,  
17 but these are the questions I wrote down as your  
18 testimony went on. I understood you to say that when  
19 you get a DS3 order, and then that is held due to  
20 lack of facilities, that you don't then proceed to  
21 order DS1 or DS0 that might be dependent on that DS3  
22 order. So therefore, you don't have orders that  
23 might be subject to the intrastate tariff; am I  
24 right?

25 A. Yeah.

00275

1 Q. Of the DS1, DSO kind in that instance?

2 A. Yes, that was specifically associated with  
3 bulk access facilities. And essentially, that  
4 provides really the highway, you know, and think  
5 about the DS1s and the DSOs as being the cars that  
6 ride that highway. You've got to have a highway,  
7 unless you've got a four-by-four, you know, to drive  
8 your car down. And so that bulk access facility has  
9 to be put in first, and then switched and dedicated  
10 T-1s would ride over it. So when that goes held, we  
11 don't issue a subsequent order that we know is going  
12 held. We wait until that situation is resolved to  
13 place those orders.

14 Q. Now, are DS3s always ordered under  
15 interstate tariff or not? Is that --

16 A. They don't have to be.

17 Q. Do you have any examples -- I don't know  
18 what this one example you gave me was about, but have  
19 you ordered the DS3 under an intrastate tariff?

20 A. I do not have any DS3 examples under the  
21 intrastate tariff that are missed or held. And the  
22 reason the bulk access facility is ordered out of  
23 interstate is, again, you know, the contamination  
24 role is such that all you need is essentially three  
25 of those T-1s that would be riding on it to, you

00276

1 know, to be interstate, and it's purchased out of an  
2 interstate. So we do that based on our analysis of  
3 what we want to have ride that.

4 And then the T1s, that are switched access  
5 services, essentially the facility charges will be  
6 driven out of the appropriate inter and intrastate  
7 tariffs, and then also the minutes of use charges are  
8 driven out of that.

9 Q. There was some discussion about what you  
10 felt on time means, and I believe you said that US  
11 West should provide service in the time the customer  
12 desires. My question is is that subject to the  
13 standard interval? That is, if the customer desired  
14 a shorter time period than the standard interval, do  
15 you think that the standard interval trumps the  
16 customer's desired date?

17 A. Unless US West chooses to approve the  
18 expedite. They have a process in both of their  
19 tariffs where they say that they will accept a  
20 shorter interval order on an expedited basis. And if  
21 US West accepts, you know, that expedite, and  
22 generally, when an order goes over from AT&T to US  
23 West, there's an identification on it that says we're  
24 requesting an expedite. So if US West says, Yeah,  
25 geez, we'll take that expedite, then I think the

00277

1 shorter than the standard interval would be in  
2 effect. If they basically say no, then I'd say no.

3 Q. Then the standard would be good enough to  
4 be considered on time, in your view?

5 A. Yes.

6 Q. There was some talk about whether a  
7 numerical standard had been established, and frankly,  
8 I can't remember right now a numerical standard of  
9 what, but it may have been what percent of orders  
10 have been met. And I think you said that no, there  
11 has been nothing established. So I take it there's  
12 no violation of an established standard, because we  
13 don't have an established standard. Is that correct  
14 or not?

15 A. There is no -- to my knowledge, and I know  
16 that we were looking around, there is no standard  
17 that cuts across on -- and I think that was  
18 specifically associated with held orders. I think  
19 Ms. Anderl was asking me, you know, other than the --  
20 what AT&T and US West and all the other RBOCs have  
21 been working over a specific period of time, which  
22 is, you know, where do we need to take this as we  
23 move forward.

24 Now, you could say that that's not a  
25 standard that's contained in a tariff or in a state

00278

1 rule. There are some commissions, I think, that have  
2 asked, you know, what's an appropriate level of held  
3 orders and what should the appropriate measure be in  
4 average intervals, and some of them are hitting it  
5 just based on local, and others are dealing with the  
6 issue both in a local and an access performance  
7 perspective.

8 Q. I guess my question is, in this proceeding,  
9 are you asking us to find that -- well, to find that  
10 US West has violated a standard, which we would then  
11 have to articulate in this proceeding, or are you  
12 asking us to set a prospective standard based on the  
13 evidence that we see here?

14 A. I think we're asking the Commission to  
15 basically look at what exists and make a  
16 determination if it's sufficient. You know, my  
17 belief is that, considering where we are and the fact  
18 that I personally believe that the service is  
19 substandard, that the Commission may need to look at  
20 what should be the appropriate standards for service  
21 in the state of Washington, both from an on-time  
22 delivery perspective, both from a -- how does the  
23 delivery meet the standard interval, and also for  
24 held orders.

25 CHAIRWOMAN SHOWALTER: I think that's all



00279

1 the questions I have.

2 THE WITNESS: Thank you.

3 COMMISSIONER HEMSTAD: I don't have any  
4 questions.

5 COMMISSIONER GILLIS: I don't have any  
6 questions.

7 JUDGE WALLIS: Thank you. Ms. Proctor.

8 MS. PROCTOR: Thank you.

9 R E D I R E C T E X A M I N A T I O N

10 BY MS. PROCTOR:

11 Q. Ms. Field, don't shut those pages. I just  
12 wanted to follow up very quickly on some of the  
13 tariff and the service interval guide questions that  
14 Commissioner Showalter was asking. The service  
15 interval guide, is that incorporated into the  
16 intrastate tariff?

17 A. Yes, it is.

18 Q. And it is also a part of the interstate  
19 tariff?

20 A. Yes, they both reference it.

21 Q. So the service interval guide is just one  
22 document?

23 A. Yes, it is.

24 Q. Used by both tariffs?

25 A. Yes, it is.

00280

1 Q. Okay. And do the tariffs themselves say  
2 anything about the dates when service will be  
3 delivered?

4 A. Yes, they do. In fact, if we turn back to  
5 the Exhibit 507, which is the intrastate tariff, but  
6 is not the complete section that I was looking for,  
7 in Section 3.2.2(L), the first sentence says, The  
8 company, meaning US West, assures that all  
9 provisioning requests for DDS, DS1 and DS3 service  
10 will be installed on the customer requested service  
11 date (due date), providing it is equal to or greater  
12 than the standard intervals published in the service  
13 interval guide.

14 Q. So then one has to go to the service  
15 interval guide to see what that standard interval is?

16 A. Yes, they do.

17 Q. And that's the -- for example, for DS1s,  
18 that would be five business days in a high-density  
19 area, and eight in a low-density area?

20 A. Yes.

21 Q. Now, when AT&T places orders for DS1s, what  
22 is the interval that AT&T would customarily request?

23 A. For a DS1, AT&T customarily requests 10  
24 days.

25 Q. Is that 10 business days?

00281

1 A. Ten business days.

2 Q. And that is greater than the standard  
3 interval, is it not?

4 A. Yes, it is.

5 Q. Now, Ms. Smith also asked you whether --  
6 and I'm sorry, those dates apply according to the  
7 tariff when facilities are available; is that right?

8 A. Yes, it is.

9 Q. Okay. And where facilities are not  
10 available, does the tariff state an interval -- I'm  
11 sorry, the tariff or the guide?

12 A. The service interval guide basically says,  
13 where facilities are not in place, it will be ICB.

14 Q. And that's individual case basis?

15 A. Yes, individual case basis.

16 Q. Now, Ms. Smith asked you whether US West  
17 advised AT&T when there were no facilities in place,  
18 and you talked about three instances where they did,  
19 where US West did advise AT&T. Is that the customary  
20 practice between the companies?

21 A. Essentially, from my perspective, US West  
22 didn't follow their tariff in that case, because  
23 essentially, where facilities aren't available, we  
24 should not have received a firm order confirmation  
25 relative to the commitment dates. When you say

00282

1 customary practice, I think one of the reasons that  
2 we're here is that the practices are not reasonable  
3 to support the, you know, the business of AT&T's  
4 end-user customers.

5 Q. So in the instance where US West does not  
6 have facilities in place, what is your understanding  
7 of the process that is supposed to be followed  
8 according to the tariffs and the interval guide?

9 A. My understanding is that when AT&T sends an  
10 order over to US West, US West will come back to AT&T  
11 and say there are no facilities available at this  
12 point in time, and they will tell us either when they  
13 will have facilities available or whether they won't  
14 fund that particular cross-section.

15 Q. That's your understanding of the process  
16 that is supposed to happen?

17 A. Yes, it is.

18 Q. And is that process happening?

19 A. No, in most cases, it is not. In most  
20 cases, AT&T, and hence, its end-user customers,  
21 actually receive a date and operate on that date.  
22 You know, if you're a hotel and you're going to put  
23 in a premise branch exchange and provide room  
24 service, telephone room service to everyone, you need  
25 to coordinate with those guys and the access people

00283

1 and AT&T.

2 And we've had multiple instances that  
3 essentially we get to the wire of the customer's  
4 order a couple of days in advance and are told we  
5 can't provide service to that customer. Meanwhile,  
6 the customer has a grand opening or some significant  
7 application turn-up that can't be supported and,  
8 hence, doesn't support their business needs.

9 Q. And is it AT&T's position that that failure  
10 to notify -- US West's failure to notify AT&T of the  
11 lack of facilities is a violation of the intrastate  
12 tariff?

13 A. Yes, US West is supposed to either notify  
14 AT&T on the date that we place the order of a service  
15 date or notify us that it's in a -- it's in an ICB  
16 condition.

17 Q. Now, there was also some discussion by both  
18 Commissioner Showalter and by Ms. Smith of the held  
19 orders that were identified in your Exhibit 5. Do  
20 you have that exhibit?

21 A. Yes, I do.

22 Q. Now, that is entitled Washington Held Order  
23 as of August 6th, 99, Snapshot. Could you please  
24 explain what a snapshot means?

25 A. Yes. Essentially, what we do is we take a

00284

1 snapshot of the held orders, and that is that we take  
2 a one-day view of what's going on with the orders and  
3 which ones are held and which ones are not. This is  
4 based on the best data that AT&T has available to it.  
5 We are heavily reliant on US West to tell us if an  
6 order has gone held or not.

7           And the notion of a snapshot is that you  
8 have a view at 8/6, you may have a different view at  
9 9/5, as orders are coming in and exiting the process.  
10 Now, in some cases, orders can go held for 60 days,  
11 90 days, 180 days, longer. And usually if they're  
12 held for a long time and it's a funding issue, you  
13 know, there's been times US West has asked us to  
14 cancel those orders, because they have no intention  
15 of building out to that community.

16           Q. Now, with both held and missed orders,  
17 about what percent of AT&T's orders fall into that  
18 category, for lack of facilities?

19           A. About 50 percent.

20           Q. And is it AT&T's position that that is  
21 consistent with US West's obligations under the  
22 tariff to make services reasonably available?

23           A. No, we don't believe that that kind of  
24 performance indicates reasonable --

25           Q. Finally, on the questions that Ms. Anderl

00285

1 asked you, and I believe also Ms. Smith, on obtaining  
2 services from alternative providers, do you have that  
3 area in mind?

4 A. Sure.

5 Q. Generally, it's a big area. Are those  
6 alternative providers able to provision service  
7 entirely over their own facilities?

8 MS. ANDERL: Objection, lack of foundation.

9 MS. PROCTOR: Lack of foundation?

10 MS. ANDERL: There's no evidence that this  
11 witness knows that or has any basis to testify from  
12 her own knowledge as to that information.

13 JUDGE WALLIS: If the witness knows the  
14 answer, the witness may respond.

15 THE WITNESS: Yes, relative to these other  
16 carriers being able to provide it themselves, in some  
17 cases, they are, and in some cases they're not.  
18 CAPs, competitive access providers, are dependent, in  
19 some cases, on US West to provide some portion of the  
20 facility to get them to the end-user customer.

21 MS. PROCTOR: Thank you. That's all I  
22 have.

23 MS. ANDERL: Thank you. Re-cross?

24 JUDGE WALLIS: Yes.

25 R E C R O S S - E X A M I N A T I O N

00286

1 BY MS. ANDERL:

2 Q. Ms. Field, looking back at the FCC tariffs  
3 and the intrastate tariffs that are in Dr. Wilcox's  
4 testimony, you answered a number of Chairwoman  
5 Showalter's questions assuming that the intrastate  
6 private line tariff contains the same provisions that  
7 the FCC tariff does in Section Five; is that correct?

8 A. Yes, I did.

9 Q. All right. And is it your testimony today  
10 that you know that those same provisions are present  
11 in the intrastate private line tariff?

12 A. I think what I said was that yes, I read  
13 something very similar to that one that I called out  
14 in the interstate and the intrastate.

15 Q. Intrastate private line, not switched?

16 A. I believe so.

17 MS. ANDERL: May I ask that AT&T provide US  
18 West with that reference during the hearing?

19 JUDGE WALLIS: I was planning on suggesting  
20 that we will be taking an afternoon recess very  
21 shortly, and I believe we have the intrastate tariffs  
22 available in the building. And prior to excusing the  
23 witness, I would like to see that that document is  
24 provided. I would ask Ms. Proctor, if you would, to  
25 pursue that with the regulatory staff.



00287

1 MS. PROCTOR: Certainly.

2 Q. Ms. Field, it's AT&T's position, isn't it,  
3 that firm order confirmation ought to be delivered to  
4 AT&T within 24 hours after AT&T submits the order to  
5 US West?

6 A. Yes, AT&T requests that the firm order  
7 confirmation, which is within 24 hours, which is at  
8 date, plus one.

9 Q. Can you show me where in US West's inter or  
10 intrastate tariff or service interval guide it says  
11 that US West will issue the firm order confirmation  
12 within 24 hours?

13 A. I don't believe that it says specifically  
14 that the firm order confirmation will be out in 24  
15 hours, but what it says is that the company will  
16 establish the service date on the date that the IXC  
17 orders service. And since it's the IXC that orders  
18 service that wants to understand what the service  
19 date will be, it seems like it's a -- it follows it.

20 Q. But that's your interpretation of what you  
21 would like, not your statement of what is an absolute  
22 24-hour interval that's contained anywhere in the  
23 tariff or the service interval guide?

24 MS. PROCTOR: I would object. The witness  
25 has just answered the question, and she's referred to

00288

1 the language that she's relying on. It's not a  
2 question of what she likes.

3 MS. ANDERL: Just seeking some  
4 clarification.

5 JUDGE WALLIS: I think the question was  
6 proper in search of clarification, and the witness  
7 may respond.

8 THE WITNESS: Could you say the question  
9 again? I'm sorry, Ms. Anderl.

10 Q. Is it correct that the 24-hour firm order  
11 confirmation is something that AT&T has asked for,  
12 rather than something that AT&T contends is contained  
13 in the tariff or the service interval guide?

14 A. It's not contained explicitly in the  
15 service interval guide that there's a requirement for  
16 a firm order confirmation at any point in time. So  
17 I would say yes, AT&T is requesting a firm order  
18 confirmation in 24 hours.

19 Q. And isn't it true that the date that's  
20 referred to as the APP date is not necessarily the  
21 date that the carrier sends in the order, but rather  
22 is the date that the carrier sends in an order that  
23 meets all of US West's requirements for accuracy and  
24 completeness?

25 A. The definition in front of me just says the

00289

1 date the customer provides US West C a firm  
2 commitment and sufficient information to enter the  
3 order into US West C's distribution system.

4 Q. And that's in the service interval guide;  
5 right?

6 A. Yes, it is.

7 Q. And do you know whether or not the tariff  
8 contains additional information about the information  
9 that is required for US West to enter the order?

10 A. The tariff says that information, such as  
11 the customer name and premise address, billing name  
12 and address, customer contact and telephone numbers  
13 need to be provided.

14 Q. And is it your understanding that the order  
15 cannot begin to be processed until that information  
16 is both complete and accurate?

17 A. I would say that yes, it's my general  
18 understanding that US West has edit checks and they  
19 also have contacts to go to based on issues that they  
20 have with the order. If the order has any  
21 significant issues with it, US West usually rejects  
22 the order and it needs to be sent again.

23 JUDGE WALLIS: Ms. Anderl, is the service  
24 interval guide contained in any of the exhibits?

25 MS. ANDERL: Yes, I'm sorry. I think it's

00290

1 402. Let me just double check. It's Perry Hooks's  
2 Exhibit Number 1, I believe, to his direct testimony,  
3 PWH-1. So if Mr. Hooks's is 401, then this would be  
4 402.

5 JUDGE WALLIS: 402, thank you.

6 Q. In response to some questions from Ms.  
7 Smith, you were asked if end users, end-user  
8 customers have any other alternatives to US West for  
9 special access services, and I believe that you  
10 answered no; is that correct?

11 A. I believe that the question was do end-user  
12 customers that AT&T currently has held orders with  
13 have any other access alternatives.

14 Q. Yes. And you answered no?

15 A. No. Right, that's correct.

16 Q. How do you know that there are no  
17 alternatives?

18 A. On the orders that we have in a held  
19 condition, as I said before, it's a process to look  
20 and understand, both at the front end and also some  
21 re-checks, to see if there are any other providers of  
22 service.

23 Q. Do you know that those customers could not  
24 have obtained service from someone else, other than  
25 AT&T or US West?

00291

1           A.    If there's no alternate access provider in  
2 their building on their floor, whether or not they  
3 choose to get service from AT&T or Sprint or MCI or  
4 anyone else, they couldn't get it, because that  
5 alternate access provider doesn't exist.

6           Q.    And you've checked with -- before you place  
7 an order with US West, then you've checked with every  
8 alternate access providers potentially out there  
9 before you placed the order with US West?

10           MS. PROCTOR:  Objection, asked and  
11 answered.

12           JUDGE WALLIS:  The question is permissible.

13           THE WITNESS:  I think what I said earlier  
14 is that, as part of the process, we identify who's  
15 existing at that location, okay, to serve that  
16 particular end user customer.  And we use -- we  
17 populate a database, and we use that database and we  
18 work with people, including US West, to understand  
19 where each of the companies has penetration on a  
20 location basis, and also a floor basis.

21           Q.    And my question to you is is every  
22 competitive or alternative access provider  
23 represented in your database?

24           A.    To my knowledge, yes.

25           Q.    Including microwave providers?

00292

1           A.    Microwave providers have the same issue.  
2    They have to have a demarc at the customer's  
3    location, and they also have to have roof rights, et  
4    cetera.  So if there's a -- let's just take an  
5    example, a 38 gigahertz provider of service that  
6    might be providing it in some of the large cities,  
7    and they actually have -- they're on the tenth floor  
8    at a particular location and have not only the demarc  
9    point, but the facility to get from that floor up to  
10   the rooftop and they have the roof rights.  Yes, that  
11   would be identified in our system.

12           Q.    And are access -- alternate access  
13   providers, such as ELI and MFS, specifically included  
14   in your database, to your knowledge?

15           A.    Yes.

16           Q.    And when they are consulted by you, do they  
17   from time to time tell you they cannot serve the  
18   customer because they do not have facilities  
19   available?

20           A.    That interchange is really between our  
21   customer care centers and, you know, the various  
22   providers.  You know, I don't know the conversations  
23   that go on with them.

24           Q.    Do you know, in any instance where AT&T  
25   might be advised by an alternate access provider that

00293

1 they do not have facilities available, that AT&T goes  
2 ahead and places the order with that provider anyway?

3 A. I don't have any personal knowledge of  
4 that.

5 Q. Okay. I want to go back again to some  
6 questions Ms. Smith asked you about switched access  
7 services, and I'd like to ask you to identify again  
8 if there were any of the held or missed orders  
9 identified in your testimony that are related to the  
10 provisional switched services, any of the ones that  
11 you identified by order number?

12 A. I believe I said that I didn't believe that  
13 any of the ones that are on Exhibit 5 -- let's see.  
14 I believe I said that none of the ones on Exhibit 5  
15 were for switched access.

16 Q. So to the extent that you answered Ms.  
17 Smith's questions, and I think that they were as  
18 follows, I believe she asked you whether or not, in  
19 AT&T's view, end-user customers had been impacted by  
20 US West either missing or holding an order for  
21 switched access services, and I believe that you said  
22 yes; is that correct?

23 A. Yes.

24 Q. Based on reading of your testimony, how  
25 would I verify which orders you were talking about?

00294

1           A.    Reading my testimony, I would point you to  
2 the bulk access facility orders, which basically, you  
3 know, again, are providing capacity in network  
4 capacity to put both switched and special access T-1s  
5 over it.

6           Q.    And again, you did not identify those by  
7 order number in your testimony, did you?

8           A.    I did not identify them by order number in  
9 my testimony, but, again, I believe they were a  
10 discovery response.

11          Q.    To the extent that you identified them in  
12 the discovery response, isn't it correct that you  
13 identified them all as purchased out of or ordered  
14 out of the interstate FCC tariff?

15          A.    Yes, I did.

16          Q.    Is it your contention that -- strike that.  
17 Isn't it correct that when US West initially provides  
18 a firm order confirmation to AT&T, that US West  
19 indicates on the firm order confirmation whether or  
20 not the order is pending design?

21          A.    I don't know.

22          Q.    Do you know whether or not the design stage  
23 of an order is the initial step in determining  
24 facility availability?

25          A.    I would say that, based on the tariff,



00295

1 where it indicates that the service date will be  
2 established on the application date, that that would  
3 imply that also the engineering should occur on that  
4 date.

5 Q. Do you know whether or not the initial step  
6 of determining facility availability is in the design  
7 stage?

8 A. I think it's in the facility check stage.  
9 I don't know if that's how you're using the design  
10 term.

11 Q. You wouldn't agree with that statement,  
12 then?

13 A. I'm not sure how you're using the design --  
14 that word, I'm not sure how you were using it. If  
15 you were basically saying that it's a record issuance  
16 date -- is that what the question is? Is it the same  
17 as record issuance date?

18 Q. Why don't you tell me what your  
19 understanding is of when the facility availability is  
20 determined?

21 A. Based on the -- based on the tariffs, it's  
22 on the application date.

23 Q. Okay.

24 A. Which basically says, you know, at  
25 application date, you define what the service date

00296

1 should be. And the service date is dependent on  
2 making sure the facilities are available. It would  
3 seem that that would occur at that same time frame.

4 Q. Is it your testimony that it's a violation  
5 of US West's inter or intrastate tariffs for US West  
6 to ever change a due date based on information that  
7 it receives later in the process?

8 A. I think that those cases should be  
9 extremely rare, and that US West should have the  
10 planning processes and systems and tools in place to  
11 ensure that that is a rare occurrence, rather than a  
12 50 percent occurrence.

13 Q. Is it a violation of US West's tariff for  
14 US West to change a due date based on information  
15 that it learns after it issues the first due date?

16 A. I would think in the -- asking it that way,  
17 that probably it's not a violation of their tariff in  
18 the instance, but, again, I think there's wording  
19 about -- in the tariffs and in state statutes that  
20 talk about reasonability of service.

21 Q. Do you know if AT&T has any held orders in  
22 Washington with any competitive access providers?

23 A. No, I do not.

24 Q. Is that not your area of expertise or  
25 responsibility?

00297

1           A.    No, I'm not responsible for dealing with  
2 the CLECs, CAPs.

3           Q.    If I might just have a moment. Ms. Field,  
4 you've referenced US West missing due dates 50  
5 percent of the time. That's against the customer  
6 desired due date; isn't that correct?

7           A.    Yes, it is.

8           Q.    Okay. And do you understand that US West  
9 measures how it meets its commitments differently  
10 from how AT&T's measuring it?

11          A.    I think I saw that in one of the data  
12 responses.

13                MS. ANDERL: Thank you. That's all I have.

14                JUDGE WALLIS: Ms. Smith, anything further?

15                MS. SMITH: No, thank you.

16                JUDGE WALLIS: Further questions from the  
17 bench? Further redirect?

18                MS. PROCTOR: No, thank you.

19                JUDGE WALLIS: Very well. I'm going to  
20 excuse Ms. Field from the stand subject to returning  
21 following the break regarding the intrastate tariff.  
22 And we'll talk a little bit about that when we go off  
23 the record. Other than that, I want to thank you for  
24 your appearance today. Hope you enjoyed a little bit  
25 of our green weather, as opposed to your white

00298

1 weather back home, and hope to see you again. So  
2 you're excused from the stand, and we'll be off the  
3 record for our afternoon break, and we'll return at  
4 20 minutes after 3:00.

5 (Recess taken.)

6 JUDGE WALLIS: Back on the record, please,  
7 following an afternoon recess. I will merely note  
8 for the record that we did begin the discussion of  
9 schedule for the transcript order and for the  
10 preparation of briefs in this docket. We have not  
11 concluded that. We will continue those discussions  
12 prior to the completion of the docket. We will make  
13 that decision and make sure that the parties are  
14 aware of it and, to the extent feasible, are in  
15 accord with it.

16 Our next witness is Kenneth L. Wilson, on  
17 behalf of the Complainant. I have earlier today  
18 dictated to the court reporter a list of the exhibits  
19 that have been prefiled by this witness or presented  
20 for possible use on cross-examination, and I will ask  
21 the reporter to insert that at the point in the  
22 transcript where this language appears as though it  
23 were read at this time.

24 As Mr. Wilson is coming to the stand, let  
25 us mark for identification the documents that were

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1 prefiled for use in his direct examination and that  
2 have been presented for possible use during his  
3 cross-examination.

4 First is Exhibit 101-TC, consisting of the  
5 direct and rebuttal testimony of Kenneth L. Wilson,  
6 dated December 17, 1999, consisting of 30 pages. I'm  
7 marking as Exhibit 102 for identification a document  
8 entitled Curriculum Vitae of Kenneth L. Wilson.  
9 Exhibit 103-C for identification is Days to Complete  
10 Washington DS1 Access Orders. Exhibit 104-C is Days  
11 to Provision All Washington DS1 Access Orders. I'm  
12 marking as Exhibit 105-C for identification is a  
13 document designated Average Interval to Complete DS1  
14 Orders.

15 Exhibit 106-C is Average Interval to  
16 Complete DSO Digital Orders. Exhibit 107-C is a  
17 document designated Average Interval to Complete DSO  
18 Voice Grade Orders. Exhibit 108-C is designated  
19 Number of DSO Voice Grade Orders. Marking as Exhibit  
20 109-C is a document Entitled Days to Meet Washington  
21 Customer-Desired Due Date for DS1 Access Circuits.  
22 Marking as Exhibit 110-C for identification, a  
23 document entitled Average Days Washington DS1 Orders  
24 Missed Customer-Desired Due Date.

25 Exhibit 111-C for identification is a

00300

1 document entitled First FOC Response to Washington  
2 Special Access Orders. Exhibit 112-TC is the Reply  
3 Testimony of Kenneth L. Wilson, dated January 21,  
4 2000. Exhibit 113-C is a document entitled Days DS1  
5 Order Completions Missed The Customer-Desired Due  
6 Date. Exhibit 114-C is a document entitled Days  
7 First FOC Commitment Missed Completion Date. Exhibit  
8 115-C for identification is a document entitled Days  
9 Last FOC Commitment Missed Completion Date.  
10 116-C is Average Days to Provision AT&T  
11 Washington DS1 Access Orders. Exhibit 117-C is a  
12 document entitled FOC Response Days for Washington  
13 Special Access Orders. Exhibit 118-C is a document  
14 entitled Reply Exhibit RW-6, which is described as  
15 backup data for Witness Wilson's analyses.  
16 That concludes the list of documents that  
17 were presented for use during Mr. Wilson's direct  
18 examination. Let me move on now to those which have  
19 been provided for possible use during his  
20 cross-examination. I'm marking as Exhibit C-119 for  
21 identification a document entitled Excerpt from  
22 KW-6-118-C. Exhibit C-120 for identification is  
23 entitled SOTS Access Status for PON 3WSO1802183.  
24 C-121 for identification is SOTS Access Status for  
25 PON VWSO1790559. Exhibit C-122 for identification is

00301

1 entitled SOTS Access Status for PON VWSO1803988.  
2 Exhibit 123 for identification is a  
3 document entitled US West Hypothetical Scenario, Re:  
4 Access Tandem, Switches and End Users. C-124 is  
5 designated Excerpt from BAH-9/C-211. And Exhibit  
6 C-125 for identification is a document entitled US  
7 West Response to AT&T Data Request Number 01-018-I.

8 That concludes the list of documents that  
9 have been presented for use during the examination of  
10 Mr. Wilson. If it looks, at the lunch hour, as  
11 though we will be getting to any of US West's  
12 witnesses, I will ask the lawyers -- today -- I will  
13 ask the lawyers to convene a little bit early and  
14 we'll do the same thing for the first and second US  
15 West witnesses, depending on how optimistic we are.

16 With that, I note that Mr. Wilson has come  
17 forward, that he is ready and anxious to present his  
18 testimony. I'm going to ask that you stand, Mr.  
19 Wilson, and raise your right hand.

20 Whereupon,

21 KENNETH L. WILSON,  
22 having been first duly sworn, was called as a witness  
23 herein and was examined and testified as follows:

24 JUDGE WALLIS: Please be seated. Ms.  
25 Singer-Nelson.

00302

1 MS. SINGER-NELSON: Thank you, Your Honor.

2 D I R E C T E X A M I N A T I O N

3 BY MS. SINGER-NELSON:

4 Q. Mr. Wilson, please state your name for the  
5 record.

6 A. Kenneth Wilson.

7 Q. And could you also state your business  
8 address?

9 A. 970 11th Street, Boulder, Colorado, 80302.

10 Q. Will you briefly outline your  
11 qualifications to testify in this case and also  
12 explain your relationship to AT&T in this case?

13 A. I have worked in the telecommunications  
14 industry for 20 years, 15 of that at Bell Telephone  
15 Laboratories, also called AT&T Bell Laboratories, now  
16 is Bell Laboratories of Lucent, but I moved out of  
17 Bell Laboratories into AT&T Local Services in 1995,  
18 before Bell Labs split into Lucent.

19 While I was at Bell Laboratories, I worked  
20 in network performance, network services planning,  
21 several areas of terminal development for  
22 communications terminals, and a number of other  
23 areas, so I had a very broad experience at Bell  
24 Laboratories.

25 When I moved in 1995 into AT&T Local



00303

1 Services, I moved to Denver to help AT&T enter the  
2 local telephony market in the US West territory.  
3 While there, I led a technical team negotiating  
4 interconnection contracts with US West and assisting  
5 AT&T in designing its local service business.

6 I took a retirement package from AT&T in  
7 1998 and started a consulting business. Since that  
8 time, I have consulted and testified for AT&T and  
9 other telecommunications providers, such as Electric  
10 Lightwave, Metronet, and several other CLECs.

11 I'm representing AT&T in this case, having  
12 analyzed data and issues in this complaint, and I'm  
13 prepared to testify to that.

14 Q. Thank you, Mr. Wilson. Have you caused to  
15 be prepared testimony that has been marked as AT&T  
16 101-TC?

17 A. Yes, I have.

18 Q. And then, all of the exhibits that are  
19 attached to that testimony, numbered 102-TC through  
20 111-TC?

21 A. Yes, I have.

22 Q. Have you also caused to be prepared  
23 testimony that's been marked as Exhibit Number  
24 112-TC, the reply testimony of Kenneth Wilson?

25 A. Yes, I did.

00304

1 Q. And have you also prepared the exhibits or  
2 caused to be prepared the Exhibits 113-TC through  
3 118-TC, attached to that reply testimony?

4 A. Yes, I did.

5 Q. Is your testimony true and correct, to the  
6 best of your knowledge?

7 A. Yes, it is.

8 Q. And if I asked you all the questions  
9 contained therein today, would your answers be the  
10 same?

11 A. Yes, they would.

12 MS. SINGER-NELSON: Your Honor, I move for  
13 admission of Exhibits 101-TC through 118-TC.

14 JUDGE WALLIS: Is there objection?

15 MS. ANDERL: Yes, Your Honor. US West  
16 objects to portions of Exhibit 112-TC, which is Mr.  
17 Wilson's January testimony.

18 JUDGE WALLIS: If I may interject for one  
19 moment, then, Exhibits 101-TC through 118-C are  
20 admitted, except for --

21 MS. ANDERL: I was going to say, I'm sorry,  
22 some of what we object to in the exhibit -- in the  
23 testimony, if the objection is sustained, would  
24 impact some of the exhibits. And I apologize. To  
25 the extent that they're linked, I did not call that

00305

1 to your attention, but certain portions of the  
2 testimony that are objectionable support certain of  
3 the exhibits.

4 JUDGE WALLIS: Very well. 101-TC through  
5 111-C are received in evidence.

6 MS. ANDERL: Thank you, Your Honor. US  
7 West objects -- may I --

8 JUDGE WALLIS: Yes, please.

9 MS. ANDERL: -- state my objection?

10 JUDGE WALLIS: Please do.

11 MS. ANDERL: There are two separate  
12 objections, and let me discuss the hearsay objection  
13 first. Pages nine and 12 and 13 of Mr. Wilson's  
14 testimony contain hearsay statements, which I believe  
15 Mr. Wilson and AT&T are offering for the truth of the  
16 matters asserted therein, and I believe that this is  
17 not admissible evidence. Specifically on page nine,  
18 footnote three, and page 12, line 16, through page  
19 13, line seven.

20 Virtually all of that testimony references  
21 allegations made in a civil class action lawsuit in  
22 Colorado. Most egregiously is that AT&T has selected  
23 an allegation from Plaintiff's complaint in the  
24 Larimer County proceeding, and included that  
25 allegation from the Plaintiff's complaint on pages 12

00306

1 and 13, as if it were a statement of fact.

2 We simply have no ability to respond to  
3 this. We believe that we would be highly prejudiced  
4 by having this type of information in the record. We  
5 don't believe that it ought to be relied upon or  
6 considered by the Commission in any way, being as  
7 they are statements made outside the hearing room in  
8 this docket, not under oath, and do not have  
9 sufficient indicia of reliability to be a part of the  
10 record in this case. So that's it for that  
11 objection. And if you want me to go on and state the  
12 second part of my objection, I will.

13 JUDGE WALLIS: Yes, please.

14 MS. ANDERL: The second part of the  
15 objection is to the rest of the pink pages on 11, 12  
16 and 13. Mr. Wilson has prepared an analysis based on  
17 a data request response that was provided well in  
18 advance of his initial round of testimony in  
19 December. There's nothing that precluded AT&T from  
20 preparing this analysis, specifically the analysis on  
21 the second half of page 13, for filing in the  
22 December testimony, when US West would have had an  
23 opportunity to rebut it, and it is not appropriate  
24 rebuttal to any portions of Ms. Retka's testimony  
25 that she filed in January or -- yeah, January.

00307

1                   So we believe that it is objectionable on  
2 that basis, and would ask that it be excluded from  
3 the record, as well.

4                   JUDGE WALLIS: Ms. Singer-Nelson.

5                   MS. SINGER-NELSON: Okay. Thank you, Your  
6 Honor.

7                   JUDGE WALLIS: Could you bring the  
8 microphone a little bit closer, please?

9                   MS. SINGER-NELSON: Yes. Okay. In  
10 response to the first objection -- is that better?

11                   JUDGE WALLIS: Yes, thank you.

12                   MS. SINGER-NELSON: In response to the  
13 first objection on hearsay, let me address the two  
14 entries in Mr. Wilson's testimony separately. The  
15 first one is -- it appears to be starting on page  
16 eight and going to page nine, the discussion of that  
17 issue is starting on page eight, going to page nine.  
18 And as I understand your objection, Ms. Anderl, it's  
19 specifically to footnote three.

20                   This appears to follow the customer not  
21 educated policy that hearings in Colorado revealed US  
22 West maintained for its retail customers, and  
23 customers were not advised that facilities were not  
24 available to meet their order.

25                   That footnote addresses the sentence in Mr.

00308

1 Wilson's testimony that starts at page eight, where  
2 he discusses AT&T's allegations that US West should  
3 know if facilities are available during day one,  
4 after the order is placed.

5         As you can see, on lines 18 through 24 on  
6 page eight, and then lines one through five of page  
7 nine, he talks about that, in his analysis in his  
8 initial report, the first interval to first FOC, I'm  
9 treating all orders equally, because US West should  
10 be responding back with either, one, a confirmation  
11 date that they can meet, or two, a notice that the  
12 order is ICB. In point of fact, AT&T does not know  
13 for certain when an order is held for lack of  
14 facilities, because US West is not providing the  
15 proper information.

16         Now, as a witness in this case and as  
17 typically, in regulatory proceedings, we have expert  
18 witnesses talking about specific issues relating to  
19 their subject matter expertise. And hearsay is  
20 something that experts may rely on to support their  
21 opinions or their statements in their testimony.

22         So as a witness who's testifying about US  
23 West's policy of not providing -- or it's not really  
24 US West's policy, but US West's practice of not  
25 providing the proper information are referenced to

00309

1 another situation that that expert knows about that  
2 is similar and that upon which he relies to support  
3 his testimony is admissible. It does not have to be  
4 admissible in and of itself.

5         So hearsay is not a legitimate objection to  
6 expert testimony. And if we are going to be  
7 following the rules of procedure, I mean,  
8 specifically in Rule -- I think it's 702, the rule  
9 says that the facts or data in a particular case upon  
10 which an expert bases an opinion or inference may be  
11 those perceived by or made known to the expert at or  
12 before the hearing. If of a type reasonably relied  
13 upon by experts in a particular field in forming  
14 opinions or inferences upon the subject, the facts or  
15 data need not be admissible in evidence.

16         So I think that the hearsay objection on  
17 that particular reference, footnote three, on page  
18 nine of Mr. Wilson's testimony, is not objectionable  
19 on the basis of hearsay.

20         The second point that I want to address  
21 separately is the entry on page -- starting on page  
22 12, lines 16 through 25, and then continuing on page  
23 13, lines one through seven.

24         That reference to the Larimer County  
25 lawsuit, in fact, is not hearsay, because it's not

00310

1 offered. If you read the context of that reference,  
2 it is certainly not offered for the truth of the  
3 matter asserted in the statement. That is, that US  
4 West ranked its wire centers by those designations.

5 I do want to make sure that the record  
6 reflects that we are talking about confidential  
7 information, but I will not disclose anything that is  
8 highly-confidential in my discussion. But my point,  
9 in response to Ms. Anderl's objection to that section  
10 of Mr. Wilson's testimony, is it's not hearsay. It's  
11 simply put in there to show that we believe that we  
12 have not been provided all the information relating  
13 to gold, silver and bronze designations.

14 So I think that -- I ask the Commission to  
15 deny or overrule her objection on that point.

16 JUDGE WALLIS: If you are not relying on  
17 that for the truth of the matter asserted, then what  
18 is the effect of the following question?

19 MS. SINGER-NELSON: Starting on line nine?

20 JUDGE WALLIS: Yes.

21 MS. SINGER-NELSON: I don't really  
22 understand your question, Your Honor. What is the  
23 effect?

24 JUDGE WALLIS: Does the question at line  
25 nine assume the truth of the matter asserted in the



00311

1 prior passage, and is not that used for the truth of  
2 the matter asserted?

3 MS. SINGER-NELSON: No, starting at line  
4 nine, the question is based on testimony that's  
5 provided prior to line 16 of page 12, or prior to the  
6 quote from the Larimer County suit.

7 JUDGE WALLIS: Thank you.

8 MS. SINGER-NELSON: It's also based on  
9 responses that US West provided to AT&T in data  
10 requests.

11 JUDGE WALLIS: Thank you.

12 MS. SINGER-NELSON: Then, on the second  
13 issue -- so that's AT&T's arguments relating to  
14 hearsay.

15 On the second objection, that Mr. Wilson  
16 should have provided this information in previous  
17 testimony, in fact, Mr. Wilson went into detail in  
18 his reply testimony on this issue directly in  
19 response to Ms. Retka's testimony.

20 In Ms. Retka's testimony on page three,  
21 lines one through line 16 -- wait, I'm looking at the  
22 wrong testimony. I'm sorry. In Ms. Retka's rebuttal  
23 testimony, lines two through 14, the question reads,  
24 Does US West designate offices gold, silver or bronze  
25 and provision accordingly, as Mr. Wilson states.

00312

1 Ms. Retka went on to explain that the gold,  
2 silver and bronze designations are done on the basis  
3 of the growth in that wire center. And then,  
4 finally, she closed, However, regardless of  
5 designation, US West remains committed to striving to  
6 modernize and maintain all offices/wire centers  
7 irrespective of gold, silver or bronze designation at  
8 levels which meet or exceed state service level  
9 requirements.

10 If you look at Mr. Wilson's testimony, it  
11 directly responds to that answer by Ms. Retka in her  
12 testimony. Starting on page 11, line one, the  
13 question reads, Ms. Retka implies that the gold,  
14 silver, and bronze designation for wire centers was  
15 based only on growth rates. Is this accurate.

16 And he went on to explain why he disagreed  
17 with Ms. Retka's characterization of the gold, silver  
18 and bronze designations, and he then used the  
19 exhibits that US West had, shortly before that,  
20 provided to AT&T in response to discovery requests.

21 So I do believe that his response to Ms.  
22 Retka's testimony was appropriate, and I ask that the  
23 Commission overrule Ms. Anderl's objection on that  
24 basis.

25 JUDGE WALLIS: Does Staff wish to be heard?

00313

1 MS. SMITH: No, I believe the parties have  
2 stated their positions, although Staff would agree  
3 with AT&T that the reference from the Colorado  
4 lawsuit appears not to be offered for the truth of  
5 the matter. It appears to support the witness's  
6 state of mind with respect to whether documents were  
7 provided or not.

8 JUDGE WALLIS: Ms. Anderl, do you have a  
9 brief response?

10 MS. ANDERL: Well, yes, Your Honor. The  
11 point of fact is that Ms. Retka's reply testimony or  
12 rebuttal testimony contained nothing more than the  
13 same information that AT&T was provided in discovery  
14 in October, and AT&T was provided additional gold,  
15 silver, bronze information in December. Both of  
16 these pieces of information were provided well in  
17 advance of the December 17th testimony filing that  
18 AT&T was supposed to do, and including all the  
19 information it had been given to date. It just seems  
20 to me that they hung back with this piece of  
21 information.

22 And certainly we have no objection to them  
23 including information in later-filed testimony if we  
24 had provided it too late for them to consider, but  
25 that's not the case here.

00314

1 MS. SINGER-NELSON: Your Honor, may I  
2 respond?

3 JUDGE WALLIS: Very briefly.

4 MS. SINGER-NELSON: Okay. In fact, we did  
5 offer to US West to allow -- and without objection --  
6 Ms. Retka to respond to Mr. Wilson's testimony on the  
7 record, and US West refused that offer.

8 Secondly, in fact, the supplemental  
9 information that Mr. Wilson does use in his analysis  
10 in his final piece of testimony was provided to AT&T  
11 just shortly before his December testimony. There  
12 was a dispute as to whether Mr. Wilson could see that  
13 information, so it was actually -- it was provided to  
14 AT&T the first week in December, and then there was a  
15 discussion between Counsel about whether Mr. Wilson  
16 would be allowed to see it. In fact, he did not see  
17 it before his December 17th filing.

18 JUDGE WALLIS: Thank you. We are going to  
19 overrule the objections for the reasons stated by  
20 AT&T's Counsel and Staff Counsel. So the remainder  
21 of the exhibits, 112-TC through 118-C are received.

22 MS. SINGER-NELSON: Thank you, Judge. Mr.  
23 Wilson's available for cross-examination.

24 JUDGE WALLIS: Ms. Anderl.

25 MS. ANDERL: Thank you.

00315

1 C R O S S - E X A M I N A T I O N

2 BY MS. ANDERL:

3 Q. Good afternoon, Mr. Wilson.

4 A. Good afternoon.

5 Q. Do you have the packet of cross-examination  
6 exhibits before you that we've marked as Exhibit  
7 C-119 through C-125?

8 A. Yes, I do.

9 Q. Mr. Wilson, did you receive any assistance  
10 in the preparation of your testimony or exhibits?

11 A. I prepared all of my testimony. Some of  
12 the data analysis was compiled by an associate of  
13 mine at my direction. I conceived of the analysis, I  
14 defined what the analysis should be, I managed each  
15 step in the process, and my associate, Steve Kail,  
16 K-a-i-l, actually prepared the charts.

17 Q. Which charts did he prepare?

18 A. He managed the spreadsheets that generate  
19 -- automatically generate all of the charts, so I  
20 defined all of them and he did the spreadsheet  
21 program that generated them, and we worked together  
22 for the refinement, and I checked every step.

23 Q. Did he prepare the document that is  
24 admitted as Exhibit 116-C, Average Days to Provision  
25 AT&T Washington DS1 Access Orders?

00316

1 A. You have to bear with me. Mine are not  
2 marked exactly the same way.

3 Q. Reply Exhibit KW-4.

4 A. He entered the data into spreadsheet.  
5 There's -- yes, I explained what should be done on  
6 this, and he did the correlation on it at my  
7 direction.

8 Q. Did AT&T instruct you with regard to any  
9 special handling that would be required for the data  
10 that you used to prepare that particular exhibit?

11 A. Yes.

12 Q. What did they instruct you?

13 A. It was super-secret data, to be used only  
14 by attorneys and experts.

15 Q. They did not instruct you that the expert  
16 designation was limited only to you?

17 A. No.

18 Q. Did you show it to anyone else?

19 A. No, I did not.

20 Q. Have you reviewed US West's discovery  
21 responses to AT&T in this case?

22 A. Could you ask that again?

23 Q. Have you reviewed US West's discovery  
24 responses to AT&T's data requests in this case?

25 A. Yes, I have.

00317

1 Q. All of them?

2 A. It would be hard to characterize all.

3 There are a number of pages. I briefly went over all  
4 of them and focused my attention on some of them,  
5 which were more pertinent to what I was analyzing.

6 Q. Have you reviewed AT&T's discovery  
7 responses to US West's data requests in this case?

8 A. There, again, the ones that pertain to the  
9 analysis that I'm doing, I did a review.

10 Q. Can you say which ones those were  
11 generally, a description of what was contained in  
12 those responses?

13 A. Well, the main response that was produced  
14 by AT&T discovery were several logs of orders, order  
15 logs for DS1, special access services, and those  
16 particular data responses were part of what I looked  
17 at to do the evaluation that I did.

18 Q. Are those the SOTS, or SOTS logs?

19 A. Yes, those would be extracts of data from  
20 the SOTS logs, yes.

21 Q. And you reviewed all of those that AT&T  
22 provided to US West?

23 A. I reviewed the DS1 SOTS logs. I focused on  
24 the DS1 orders because they are more leveraged,  
25 because there are 24 equivalent voice channels in a

00318

1 DS1.

2 Q. Turning to your reply testimony, Exhibit  
3 112-C, you claim that the analysis that you did in  
4 your direct testimony was based on the provisioning  
5 intervals for DS1 orders from October 1998 through  
6 September 1999; is that correct?

7 A. What page are you on, please?

8 Q. Two, of your reply, lines 14 through 17.

9 A. Mine doesn't seem to be numbered the same  
10 way.

11 JUDGE WALLIS: Let's be off the record for  
12 a minute.

13 (Discussion off the record.)

14 JUDGE WALLIS: Let's be back on the record.  
15 The witness has that reference now.

16 Q. Okay. And I might as well ask you all to  
17 bear with me, because beginning here, we're going to  
18 start talking about cross-referencing some exhibits,  
19 and I'll try to go slow and be clear about where I  
20 am, but it's kind of the nature of the beast here.

21 You state in your testimony that we're  
22 looking at here that you did an analysis of  
23 provisioning intervals for DS1 orders for Washington  
24 from October '98 through September '99; is that  
25 correct?



00319

1 A. That's one of the analyses that I did, yes.

2 Q. Okay. And that Exhibit Number 1 to your  
3 initial testimony is based on that analysis; is that  
4 right?

5 A. That's correct.

6 Q. Okay. Mr. Wilson, as a preliminary matter,  
7 do you agree that the accuracy of the exhibits that  
8 you prepared in both your direct and your reply  
9 testimony is dependent upon the accuracy of the  
10 underlying data?

11 A. I used the underlying data. I did some  
12 checking of it in large -- yes, it's based on the  
13 accuracy of the data.

14 Q. Okay. And that analysis that we just  
15 referred to, the October '98 through September of '99  
16 orders --

17 A. Yes.

18 Q. -- for DSIs, is that information contained  
19 in your KW-6, attached to your reply testimony?

20 A. I believe that's a different set.

21 Q. Why don't you turn to that testimony, or to  
22 that exhibit, then, Mr. Wilson, and it is 118-C, KW-6  
23 reply.

24 A. Actually, I didn't bring that up here with  
25 me. Can we take one moment?

00320

1 JUDGE WALLIS: May that be provided to the  
2 witness, please?

3 THE WITNESS: Okay, I have it now.

4 Q. Okay. And Mr. Wilson, this is a little  
5 difficult, but if you can follow along with me, would  
6 you agree that there are three separate reports  
7 contained in that KW-6, the first one of which is 22  
8 pages long, the second one of which contains 10  
9 pages, but -- and then the third one is numbered,  
10 thankfully, pages 1 through 17?

11 A. Yes.

12 Q. Did you prepare those exhibits?

13 A. These, again, came from the spreadsheets  
14 that we used, which had the data in them for these  
15 orders.

16 Q. Okay. And do you believe these exhibits to  
17 be accurate?

18 A. I believe this is very good data. I have  
19 checked it in many ways. There may be a few typos in  
20 it. I've analyzed data in numerous cases like this.  
21 This is very good data.

22 Q. In your direct testimony, you stated that  
23 you had analyzed approximately 1,500 DS1 circuits.  
24 Do you recall that reference?

25 MS. SINGER-NELSON: Ms. Anderl, do you have

00321

1 a specific page and line reference?

2 MS. ANDERL: I was hoping the witness could  
3 answer that question, but yes, I certainly do. It's  
4 on page seven of his direct testimony.

5 MS. SINGER-NELSON: Thank you.

6 MS. ANDERL: Line 10.

7 MS. SINGER-NELSON: Thanks.

8 THE WITNESS: The problem is it's not --  
9 you said line 10?

10 Q. Of your first testimony.

11 A. Page 10?

12 Q. Page seven, line 10.

13 A. I'm sorry. Yes, that's what it says.

14 Q. Okay. Are the 1,500 orders that you  
15 analyzed the ones that are contained on the first 22  
16 pages of Reply Exhibit KW-6?

17 A. When I -- yes and no. I have to explain.  
18 When I put the 1,500 orders in the testimony, I  
19 thought that I was getting the whole of '98 from this  
20 particular source, and what I got instead was a  
21 year's worth, from October '98 to October 1st of '99,  
22 and it was -- it is, in fact, 1,075 orders, rather  
23 than 1,500, so that number was not exactly accurate.

24 Q. Did you learn that it was not accurate  
25 before you filed that direct testimony?

00322

1           A.    No, I didn't go through and count them.  I  
2 was more focused on getting the charts accurate and  
3 --

4           Q.    What led you to -- I'm sorry, I didn't mean  
5 to interrupt.  What led you to believe that it was  
6 1,500 orders?

7           A.    When I first asked the AT&T Operations  
8 Centers for the orders, they said there was 1,500,  
9 approximately 1,500, without actually checking it,  
10 and that was the number I remembered.  And I didn't  
11 actually count the orders as -- once we got them.  As  
12 I said, I only got one year worth of data, rather  
13 than what would have been approximately 20 months,  
14 which would have been close to -- very close to  
15 1,500.

16          Q.    So you analyzed 1,075 orders?

17          A.    Yes, though there were approximately seven  
18 of those that either were missing a date or had some  
19 inconsistency, so the actual analysis was based on  
20 175 (sic), but I think if you look at the data, it's  
21 100 and -- it's 1,068.

22          Q.    Now, did you actually prepare this, the  
23 first 22 pages of Reply Exhibit KW-6?

24          A.    There, again, I called the AT&T Operations  
25 Center and told them what I wanted.  They e-mailed

00323

1 the file to me and I looked at it. I e-mailed it to  
2 Mr. Kail, I told him what I wanted to do in, for  
3 instance, the Exhibit 1 analysis, and he prepared the  
4 -- he did the analysis and prepared the chart. I  
5 reviewed it and we discussed other issues on it.

6 Q. From whom did you get the report?

7 A. It was an AT&T Operations Center that  
8 handles the service orders from US West. Mr. Swenson  
9 is the gentleman's name that I dealt with.

10 Q. What did you ask him to provide you?

11 A. I asked him to provide me all DS1 special  
12 access orders that were placed with US West for a  
13 period of -- well, I asked him for '98 and '99 to  
14 date, and I asked him this in approximately October  
15 of '99. So that's what I asked him to provide me. I  
16 asked him to give me the date the order was issued  
17 and the date that AT&T recorded the order completed.

18 Q. Okay. Is that the IE date?

19 A. Yes, the issue date would be the date that  
20 AT&T ordered it, and the IE date would be the date  
21 that AT&T recorded it complete.

22 Q. Did you undertake to verify the accuracy of  
23 this data in any way prior to using it?

24 A. Yes, I did.

25 Q. What did you do?

00324

1       A.    I did several things.  Some of Charlotte  
2 Field's people did a detailed analysis of the missed  
3 orders, which you've heard some about and are in her  
4 testimony.  I used that data for other analysis, and  
5 then I compared the two sets of data to see what the  
6 accuracy was between the two data sets, because they  
7 were done in different ways and it was a good check  
8 of my work.

9       Q.    Did you undertake to look at the SOTS logs  
10 for any of these orders to verify either the issue  
11 date or the in-effect date?

12       A.    Yes, Mr. Kail and myself looked at samples  
13 of orders.  We wanted to make sure what Charlotte  
14 Field's people were doing was accurate, and in fact,  
15 in our opinion, in general, they were being quite  
16 generous in giving US West the benefit of the doubt  
17 when there were issues as to when supplements were  
18 made to orders, et cetera.

19       Q.    What does issue date mean on this report?

20       A.    The issue date is the date that AT&T  
21 recorded that the order was placed with US West.

22       Q.    Do you know if that's the same date that US  
23 West shows as the received or APP date in its records  
24 for those same orders?

25       A.    We checked a number of those, and in

00325

1 general, they were the same date. There may be a few  
2 that are different. Sometimes you may get into the  
3 three o'clock in the afternoon problem, where US West  
4 would record something the next day. In general,  
5 those issues -- I don't think this analysis on this  
6 set of data is really based on a single-day  
7 difference, and that would be for a minority of  
8 orders.

9 Q. And did you undertake to do any comparison  
10 between the AT&T in-effect date as against what US  
11 West's records show as the complete date?

12 A. Yes, I did.

13 Q. What did you do?

14 A. I took the data Mr. MacCorquodale, who  
15 works for Charlotte Field, had prepared on the missed  
16 orders, compared them order-by-order with the larger  
17 data set that we're discussing here to see what  
18 differences there would be in the AT&T completion  
19 date and the US West completion date, and I found  
20 that to be 50 percent of all of them had zero days  
21 difference in the AT&T in-effect or completion date  
22 and the US West completion date.

23 Q. I'd like to ask you a few questions about  
24 some other things that you may have looked at. For  
25 now, until I tell you otherwise, my questions are

00326

1 just about the first 22 pages of this KW-6, but we'll  
2 get into the other pieces later.

3 In your analysis of these orders, 1,075 or  
4 1,068, did you attempt to distinguish between orders  
5 that were placed under the intrastate tariff versus  
6 orders that were placed under the interstate tariff?

7 A. No, I did not make a distinction.

8 Q. Do you know if any of the orders in these  
9 first 22 pages are orders that were placed under the  
10 US West Washington intrastate tariff?

11 A. I didn't receive that information when I  
12 got the data, and so I did not, no.

13 Q. Did you attempt to determine, in the  
14 analysis of these first 22 pages of orders, how many  
15 of those orders were provisioned on the customer  
16 desired due date?

17 A. For this set, the large set of data, I did  
18 not look at the customer desired due date. I was  
19 strictly looking at the flat -- what I call the flat  
20 interval, from order to completion, just to see the  
21 length of interval during this period of time.

22 Q. And in fact, customer desired due date is  
23 not a date that appears on that report, is it?

24 A. It does not.

25 Q. Did you attempt to determine how many, if



00327

1 any of these orders, were held due to a lack of  
2 facilities in US West's plant?

3 A. No, I did not. AT&T doesn't, in all cases,  
4 know when orders are held.

5 Q. Did you attempt to determine how many of  
6 these orders were held at any point in the process  
7 due to end-user customer reasons?

8 A. On these orders, I did not.

9 Q. Did you attempt to determine how many of  
10 these orders were held due to carrier customer  
11 reasons?

12 A. No, these orders, I simply looked at the  
13 interval that it took to get them installed.

14 Q. Okay. So just looked at the flat interval?

15 A. Yes.

16 Q. Without any analysis of why the interval  
17 might have been as long or as short as it was?

18 A. On these, that's what I looked at.

19 Q. You're familiar with US West's access  
20 tariffs, are you not?

21 A. I've reviewed them several times, yes.

22 Q. In your testimony -- I don't know if you  
23 need a reference or not -- but you state that US  
24 West's tariff, and I think you mean here the service  
25 interval guide, as well, provides that as long as a

00328

1 customer places an order within the five-day  
2 high-density and eight-day low-density provisioning  
3 intervals, the service will be provisioned on the  
4 date requested; is that correct?

5 MS. SINGER-NELSON: I would like a  
6 testimony reference.

7 MS. ANDERL: Direct testimony, page three,  
8 lines 20 through 21.

9 MS. SINGER-NELSON: Thank you.

10 THE WITNESS: The service interval guide  
11 specifies for DS1 orders that, in high-density areas,  
12 the order will be provisioned in five days, and  
13 low-density areas in eight days. So that's kind of a  
14 benchmark reference, I think, that's useful for this  
15 type of order.

16 Q. Do those standard intervals in the service  
17 interval guide always apply?

18 A. They apply, if you read the service  
19 interval guide and the tariff, when facilities are  
20 available.

21 Q. And so you do have that understanding, from  
22 reading the service interval guide, that that is a  
23 condition precedent to the application of the  
24 standard intervals?

25 A. That's the current statement in the tariff.

00329

1 That's what this case is principally about, I would  
2 say.

3 Q. Let's go back to the data that you looked  
4 at in Exhibit KW-6. And what I'd like to do is take  
5 you to the second report in that document. In your  
6 testimony -- that is a five-page document, or 10-page  
7 document, rather. However, as near as we were able  
8 to tell, what you really need to do to read that  
9 document is hold the first and sixth pages next to  
10 each other, so you can read all the way across; is  
11 that correct?

12 MS. SINGER-NELSON: Ms. Anderl, could you  
13 just describe for the record which report you're  
14 referring to? Because when I broke out that exhibit,  
15 I had four different reports.

16 MS. ANDERL: Really?

17 MS. SINGER-NELSON: I could be doing  
18 something wrong, but I want to --

19 JUDGE WALLIS: Let's be off the record for  
20 just a minute.

21 (Discussion off the record.)

22 JUDGE WALLIS: Let's be back on the record.

23 Q. Mr. Wilson, so you're looking at the -- do  
24 we agree that we're looking at the second report in  
25 KW-6?

00330

1           A.    Yes, this is a smaller -- these are the  
2 missed orders. This was the first data set of missed  
3 orders that was given to US West by AT&T, and when  
4 you -- well, as Susan correctly said, we provided  
5 this to US West in an electronic format, and they  
6 printed it out. So they printed it on two page --  
7 you have a choice. You can either put it on two  
8 pages and make it so small that those of us over 40  
9 can't read it very well.

10          Q.    Well, and therein lies my next question.  
11 Can you take a look at Cross-Examination Exhibit  
12 Number 119-C?

13          A.    Yes.

14          Q.    Which, if all has gone well, is that  
15 exhibit in a little bit of an easier to read format.  
16 And I would just ask you to accept, subject to your  
17 ability to verify that on a break, that the only  
18 changes are as follows: Instead of printing out on  
19 five pages, it printed out on essentially four, and  
20 that I have added line numbers down the far left-hand  
21 column and indicated headers on each of the pages.

22          A.    Yes, it looks to be the same.

23                MS. ANDERL: Your Honor, with that, I  
24 guess, before I forget, I'd move the admission of  
25 Exhibit 119-C.

00331

1 MS. SINGER-NELSON: No objection.

2 JUDGE WALLIS: 119-C is received.

3 Q. Is this 119-C a subset of the report that  
4 we've been looking at, which is the first 22 pages of  
5 KW-6?

6 A. Well, yes and no. Subject to check, it's a  
7 subset in that it's a subset of the orders in the  
8 larger data set. There's more information contained  
9 in the smaller data set because Ms. Field's people  
10 actually went into the SOTS logs and gathered more of  
11 the information that are on the actual logs.

12 Q. Okay. So as to simply the orders, though,  
13 that are identified by purchase order number, this  
14 119-C is a subset of the larger report?

15 A. Subject to checking all of them, yes, it  
16 should be.

17 Q. You have not, prior to testifying here  
18 today, have not checked to verify whether that was,  
19 in fact, a subset?

20 A. Oh, yes, we looked and matched orders. As  
21 I said, we did an analysis to match orders when they  
22 overlapped.

23 Q. What's the time period covered by this  
24 report?

25 A. Well, it's roughly April -- orders that

00332

1 were placed April through July of 1999, and were  
2 completed in roughly the April to July time frame.  
3 There may be a few that are over the edges on that  
4 time frame.

5 Q. Does this report support any particular  
6 exhibits?

7 A. Yes, it would.

8 Q. Which ones?

9 A. It is the supporting material for Exhibit 7  
10 of my initial testimony. You'll have to -- my  
11 exhibits are not marked with the method that's being  
12 used in the exhibit list.

13 Q. Could you tell us the title of that  
14 exhibit?

15 A. Days to Meet Washington Customer Desired  
16 Due Date for DS1 Access. This exhibit looks at the  
17 duration that was being asked. In other words, how  
18 long a period was the -- from order to desired due  
19 date.

20 Q. Okay. Did you use this report to support  
21 or prepare any other exhibits?

22 A. It's also used in the Exhibit 8, which  
23 immediately follows Exhibit 7. That one is titled  
24 Average Days Washington DS1 Orders Missed Customer  
25 Desired Due Date.

00333

1 Q. Any others?

2 A. I believe that was all of the graphs that  
3 this one was used exclusively for.

4 Q. And you did not prepare this report; is  
5 that right?

6 A. I beg your pardon?

7 Q. Who prepared this report?

8 A. What are you referring to as a report?

9 Q. Oh, I'm sorry, Exhibit 119-C.

10 A. Well, 119-C is data that was generated in  
11 -- that's in the AT&T SOTS logs, which were provided  
12 to US West. Data was meticulously gone through by  
13 Charlotte Field's people. The information was  
14 extracted out. I took the database that they had  
15 generated from that, I did some checking to make sure  
16 that -- how they were doing the extraction, and then  
17 I used that to do my analysis.

18 Q. So you checked some of the source  
19 documents?

20 A. Yes, I checked a sample of them.

21 Q. Okay. How were the orders selected, the 98  
22 orders that appear on this document? Those aren't  
23 all the orders that were placed -- and I'm sorry,  
24 because I shouldn't ask you more than one question at  
25 a time, so let me start over. Are these all of the

00334

1 orders for DS1 services that were placed with US West  
2 during the time period covered?

3 A. No, these would be the orders where the due  
4 date was missed.

5 Q. So that was the criteria used to select the  
6 orders that appeared on this report?

7 A. That was the criteria that Mr.  
8 MacCorquodale, who works for Charlotte Field, used in  
9 populating this database.

10 Q. Let's go across the top, please, and let me  
11 ask you what -- isn't it correct that PON stands for  
12 a purchase order number?

13 A. Yes, it is.

14 Q. And is FOD firm order date?

15 A. Yes, it is.

16 Q. And is CDDD customer desired due date?

17 A. Yes, I usually call it the desired due  
18 date.

19 Q. And is FOC firm order confirmation?

20 A. Yes.

21 Q. What does that column mean there? Is that  
22 the date that AT&T's records show that it receives  
23 the firm order confirmation from US West?

24 A. No, on this database, that date is the date  
25 that US West committed to deliver the service.



00335

1 Q. Okay. And what does COMPL Date mean?

2 A. That's the date that US West actually  
3 completed the order.

4 Q. And what does Reason stand for?

5 A. Reason would be -- I'm sorry, let's back  
6 up. No, I'm correct. The reason would be the  
7 comment field in the -- well, the reason here would  
8 be the extraction that Mr. MacCorquodale made from  
9 the SOTS logs where US West, in some cases, had  
10 indicated to AT&T why the orders would be missed.  
11 But as you can see, not all of the time was AT&T  
12 given the information as to why the due date was  
13 missed.

14 Q. And the final column, Intra/Inter F/G,  
15 what's your understanding of what that column means?

16 A. I didn't use that column, but I believe it  
17 is the designation as to whether these were ordered  
18 under or designated with a check mark. When you make  
19 the order, you have to designate which tariff that  
20 these will be billed under.

21 Q. Other than what's contained in the Reason  
22 column, do you have any independent knowledge of the  
23 reason associated with any actual or alleged delay of  
24 these orders?

25 A. Well, I checked myself some of the SOTS

00336

1 logs, which have quite a lot more information on  
2 them, and I found that, in general, Mr. MacCorquodale  
3 and his team had done a good job of summarizing the  
4 reasons, when they knew them, from US West.

5 Q. Okay. It's correct, isn't it, that this  
6 document shows that only three of the orders were  
7 purchased out of the intrastate tariff?

8 A. I didn't really look at that.

9 Q. I want to direct your attention to Orders  
10 Number 56, 83, and 96.

11 A. That would be my count, would be three have  
12 an F in that column.

13 Q. Was any effort made to exclude from this  
14 report orders where facilities were not available?

15 A. No, that was a central issue in this case.  
16 We wouldn't exclude those.

17 Q. It's correct, is it not, Mr. Wilson, that  
18 on 55 of the 98 orders, the completion date is the  
19 same as the customer desired due date?

20 A. I haven't counted them.

21 Q. Well, let's just walk through it, and I  
22 hope I won't have to take you through all 98 of them,  
23 and you could accept, subject to check, that 55 of  
24 those dates show the same, but isn't it correct, as  
25 an initial matter, that Orders Number 1, 2 and 3 show

00337

1 a completion date the same as the customer desired  
2 due date?

3 A. Yes, 1, 2 and 3 do.

4 Q. And 5, 6 and 7, also?

5 A. They do. However, you can see that the  
6 committed date doesn't agree with the completion date  
7 on many of those.

8 Q. You state in your testimony -- and I will  
9 give you the reference, if you'd like. It's your  
10 Exhibit 101, so it's your direct, page nine, line 14.  
11 "It is my understanding that AT&T very rarely allows  
12 a customer to request a due date that is shorter than  
13 the standard interval." Do you see that reference?

14 A. Yes.

15 Q. And from where did you gain that  
16 understanding?

17 A. We checked -- we actually did an average --  
18 we looked at the interval between the order and the  
19 CDDD, and it averages about 12 days in Washington.

20 Q. Would you accept, subject to your check,  
21 that on Exhibit Number 119-C, at least 19 out of the  
22 98 orders show an interval requested at less than the  
23 standard interval?

24 A. That's possible.

25 Q. Okay. Is that about 20 percent of the

00338

1 time?

2 A. That's possible, yes.

3 Q. Is that the same as very rarely, in your  
4 view?

5 A. Well, as I said, the average is about 12  
6 days. I also provided a scatter plot, which shows  
7 the range and -- of those being provided. The  
8 adjective I won't comment on.

9 I mean, actually, in my rebuttal testimony,  
10 to clarify that, because there's been some discussion  
11 of whether averages are useful or not, and my  
12 rebuttal testimony provided a scatter plot which  
13 shows all of these types of orders and how long that  
14 they took or how long the customer desired due date  
15 took or was requested.

16 Q. Would you accept, subject to your check,  
17 that if you trace these 98 orders back, that on at  
18 least five of the orders where US West did not meet  
19 the customer desired due date, another local exchange  
20 company was involved?

21 A. I believe Ms. Field indicated that  
22 sometimes there are other pieces involved in these  
23 orders. If another carrier was involved, it's no  
24 different than another piece of equipment being  
25 needed for the circuit.

00339

1 Q. Okay. Is that something that US West has  
2 any control over, in your view?

3 A. US West has suppliers that provide  
4 equipment to them, and some of that may involve  
5 suppliers such as GTE. That's really no different  
6 than a piece part provided by Lucent.

7 Q. Okay. Would you also accept, subject to  
8 your check, that on the remaining 20 orders on this  
9 sheet -- and I reach the calculation of 20 orders  
10 because we've already agreed that 55 of the 98 are at  
11 or earlier or at the customer desired due date,  
12 another 19 are shorter than the standard interval,  
13 and five are ones in which another local exchange  
14 company is involved. So I don't know if -- out of  
15 the remaining 19 orders that we have not yet  
16 discussed, the reason stated on the sheet for at  
17 least 12 of them shows that there were issues related  
18 to the availability of facilities?

19 A. Well, I'm not sure I agree with your  
20 characterization of the orders we've gone over in the  
21 first place.

22 Q. Well, I've asked you, Mr. Wilson, to accept  
23 those subject to check. And if you need additional  
24 information to be able to do that, I'm happy to  
25 provide that to you.

00340

1 MS. SINGER-NELSON: Would you do that,  
2 please, Ms. Anderl?

3 MS. ANDERL: Does Your Honor want that on  
4 the record, or do I have to read all 55 order numbers  
5 into the record? I'd be happy to do that. I'll give  
6 it to Counsel. They can check it later.

7 JUDGE WALLIS: Very well. That will be  
8 satisfactory.

9 MS. SINGER-NELSON: I just wanted an  
10 understanding -- if we're still off the record, I  
11 wanted an understanding of the basis for your  
12 representation of those specific numbers. Without us  
13 counting specifically now in the exhibit, it's hard  
14 to confirm that your numbers, as represented, are  
15 accurate. That's all I was getting at.

16 JUDGE WALLIS: Let me suggest that we take  
17 that number subject to check, and the witness will  
18 have the opportunity to check it and report back as  
19 to whether it is, in fact, accurate or is not  
20 accurate.

21 MS. SINGER-NELSON: Thank you.

22 JUDGE WALLIS: The information does appear  
23 to be self-evident upon the document itself.

24 MS. ANDERL: Shall I proceed, Your Honor?

25 JUDGE WALLIS: Please proceed.

00341

1 Q. So Mr. Wilson, for Orders Number 4, 8, 12,  
2 21, 30, 44, 49, 53, 75, 78, 83 and 90, would you  
3 agree that the reason stated on this document for  
4 each of those indicates that there were issues  
5 related to the availability of facilities?

6 A. At least those had problems with  
7 availability of facilities.

8 Q. So if all of the numbers that we've  
9 discussed so far flow through, there remain seven  
10 orders where US West missed the customer desired due  
11 date, according to the information here. And on  
12 those, for example, Numbers 29 and 32, are you able  
13 to tell, from the reasons stated for those particular  
14 orders, whether there was a facilities problem or  
15 not?

16 A. Well, there's a number of them that are no  
17 reason given by US West, so those we don't know. And  
18 the other ones -- well, they're all difficult to  
19 tell. US West was not communicating to AT&T what the  
20 problem was, and I believe you're also  
21 mischaracterizing what is happening with the rest of  
22 the orders. I don't believe that I would count them  
23 in the same way with the same end in mind.

24 Q. Is it possible that, on any of these  
25 orders, either the end-user customer or AT&T was not

00342

1 ready to accept the service or unable to provide US  
2 West access to customer premises?

3 A. Those orders where the customer is not  
4 ready were excluded from these. In other words,  
5 there were other considerations that were causing the  
6 problem.

7 Q. Okay. I thought you told me that the only  
8 criteria for selecting the orders that appear on this  
9 report were where the customer desired due date was  
10 not met?

11 A. Well, where --

12 Q. What other criteria were applied, then, for  
13 selecting orders to be included on this report?

14 A. Well, that's where I got into the issue  
15 that when Mr. MacCorquodale did this, he tried to be  
16 overly fair, and he would not count orders as being  
17 missed where AT&T or the customer were the cause of  
18 the problem.

19 Q. Did you verify that in each instance?

20 A. I took a sampling of the orders and looked  
21 at them, and I was convinced that he was indeed  
22 erring on the side of being generous to US West. If  
23 I had done it, I probably would have been a little  
24 more toward erring to the side of AT&T on some of  
25 them.



00343

1 Q. Why would that be?

2 A. Well, I have worked a number of these  
3 cases, this type of case in other jurisdictions, and  
4 I've been made aware of the fact that US West engages  
5 in some practices which cause customers to need to  
6 supplement orders and which cause situations where at  
7 first it might appear that it was a customer not  
8 ready issue, but, in fact, the problem was generated  
9 by US West.

10 Q. So that would have caused you to  
11 potentially err in your analysis in favor of AT&T?

12 A. I might have shifted some of the dates a  
13 little, because on some of these orders, there are  
14 many, many dates. These are -- AT&T is trying to  
15 find out what's going on, and the SOTS logs, some of  
16 them are lengthy, and so there are numerous dates in  
17 them and sometimes several supplements, and I might  
18 not have counted the last supplement as Mr.  
19 MacCorquodale did.

20 Q. Take a look at Order Number 87, if you  
21 would for me. The reason there, in the column  
22 Reason, says, GTE inside wire issue. Do you know  
23 what that means?

24 A. Well, I would assume that part of this  
25 order involved GTE, as a supplier to US West, and

00344

1 that there may have been an inside wire issue there.

2 Q. What does inside wire mean in that context?

3 A. It means -- it depends on who -- that's a  
4 very complicated subject, but in general, it means a  
5 wire inside the building.

6 Q. Inside the GTE central office or inside the  
7 customer premises?

8 A. In general, the term means inside the  
9 customer prem.

10 Q. So is it potential that this is an order  
11 that had a customer reason that was nevertheless  
12 included in this report?

13 A. I don't know the particular situation. As  
14 we said before, sometimes there are issues where US  
15 West need -- has a supplier, and the supplier may be  
16 GTE. We don't know exactly the circumstance here, so  
17 it's difficult to say where exactly this issue was,  
18 because sometimes when engineers say inside wire, it  
19 will be owned by US West, and in another case, it  
20 could be GTE, but it's actually part of the circuit,  
21 not part of the customer's operation.

22 Q. Take a look at Orders Number 64 and 65 for  
23 me, if you would, please. Can you tell me what the  
24 reason stated in the Reason column for those two  
25 orders is?

00345

1           A.    It states, Waiting for disc from MCI.  
2   Seems like it's another part that is being waited on  
3   from a supplier.

4           Q.    Does d-i-s-c mean disc or does it mean  
5   disconnect?

6           A.    Probably disconnect.

7           Q.    Is that something that, in your view, US  
8   West has control over?

9           A.    Well, it's a facility issue.  I mean,  
10  there's two ways to get facilities.  You build new  
11  ones -- or three ways.  You build new ones, you have  
12  a spare, or you disconnect ones that are in use.  
13  This looks like the reason that was given was a  
14  disconnect.  But, there, again, if you had extra  
15  capacity, you wouldn't need to disconnect, so it's --

16          Q.    Is it AT&T's contention in this case that  
17  US West should have disconnected MCI if that's what,  
18  in fact, was holding up the show in order to meet  
19  AT&T's service order on the customer desired due  
20  date?

21          A.    I think it's AT&T's contention that US West  
22  hasn't been adequately provisioning its network.  I  
23  gave three reasons, that you could have enough  
24  facilities to meet an order -- I don't believe anyone  
25  is advocating disconnecting a circuit early.  We're

00346

1 advocating having adequate capacity.

2 Q. And in your view, is adequate capacity the  
3 same thing as never holding or delaying an order?

4 A. It's my opinion, looking at all the data in  
5 this case, that an on-time performance of 95 percent  
6 is certainly reachable. That would mean that, in  
7 five percent of the cases, facilities not available  
8 would be appropriate; not 50 percent.

9 Q. So in your view, if the Commission were to  
10 establish a standard, a permissible or acceptable or  
11 reasonable standard would be five percent held  
12 orders?

13 A. Five percent orders held, yes, I think  
14 would be a reasonable standard. Other suppliers are  
15 meeting that.

16 Q. Do you know if AT&T is meeting that?

17 A. I have no knowledge about AT&T's local  
18 operations.

19 Q. What about their operations as an access  
20 provider?

21 A. I don't know. You heard Ms. Field say that  
22 GTE's meeting that criteria in Washington.

23 Q. Do you know if AT&T's prepared to commit to  
24 meet that standard if that is what the Commission  
25 establishes?

00347

1           A.    I don't represent AT&T in that -- on that  
2 issue.

3           Q.    Let's go to the third report in Exhibit  
4 KW-6. I did not prepare a separate cross exhibit  
5 using that document, because that one isn't too hard  
6 to follow the way it's been produced. It contains 17  
7 pages and is numbered at the bottom 1 through 17 of  
8 17. Do you see that, Mr. Wilson?

9           A.    Yes, I do.

10          Q.    Did you prepare this report?

11          A.    Here, again, it was prepared in the same  
12 process. Charlotte Field's team extracted  
13 information from the SOTS logs, which are the order  
14 logs, and prepared this table, which I used then for  
15 analysis. It contains a little more detail than the  
16 previous database we were just looking at.

17          Q.    And did you undertake the same efforts to  
18 verify the accuracy of the information in this report  
19 as you did in the others?

20          A.    Yes, I did.

21          Q.    All right. And are you confident that it  
22 is accurate for the purposes for which you used it?

23          A.    As I stated before, I believe this is very  
24 good data. It correlates very well with the larger  
25 database, and we sampled what Charlotte Field's team

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1 was doing in the populating of this database.

2 Q. So Charlotte Field's team selected the  
3 orders that were included in this database?

4 A. Yes, they did.

5 Q. Do you know what the source data is?

6 A. The source data is the SOTS logs, as we  
7 discussed.

8 Q. Are all of these orders a subset of the  
9 orders that are listed in the first report in KW-6?

10 A. Most of them are. This was a refresh or an  
11 update of information from the database that we  
12 looked at a minute ago. Some of the orders here are  
13 subsequent to the orders in the larger database that  
14 we looked at before.

15 Q. Is it correct that this report also  
16 includes orders for DSO services?

17 A. They may be printed here. I did not use  
18 those in analysis.

19 Q. You didn't use them for any purpose?

20 A. I was focusing on DS1 orders. I did not  
21 use them.

22 Q. Okay. So the data contained on the fourth  
23 line of data on page 14, through the end of the  
24 report --

25 A. Yes.

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1 Q. -- does not support any exhibits?

2 A. That's correct.

3 MS. ANDERL: Well, Your Honor, I guess I'd  
4 like to ask at this point that you revisit your  
5 ruling admitting this exhibit and exclude that  
6 portion of the information that's been provided by  
7 AT&T in the record here that was not used by its  
8 expert.

9 JUDGE WALLIS: Is there any objection?

10 MS. SINGER-NELSON: Yes, I do have an  
11 objection to excluding that evidence. It is a list  
12 of missed orders that AT&T is using to demonstrate  
13 the kind of problems that it's had with US West's  
14 service provisioning. While they weren't necessarily  
15 used in Mr. Wilson's exhibits, they are the basis for  
16 AT&T's complaint, and we will be discussing them in  
17 our brief relating to the claims that we have in  
18 front of the Commission right now.

19 JUDGE WALLIS: Are they otherwise presented  
20 in the evidence that you've offered?

21 MS. SINGER-NELSON: They were -- these  
22 exhibits were produced in response to data requests  
23 that US West provided to AT&T or served on AT&T  
24 questioning the information that supported each  
25 paragraph of AT&T's complaint. So to the extent that

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1 Mr. MacCorquodale was looking at SOTS logs that  
2 referenced DSO services and rested our claims -- and  
3 AT&T rests its claims on those SOTS logs and these  
4 orders, I would say yes.

5 MS. ANDERL: If Counsel is through, I'd  
6 like a brief response. Your Honor, there's simply no  
7 witness to sponsor this exhibit. It was represented  
8 as an exhibit in its entirety, which was relied upon  
9 by Mr. Wilson in the preparation of his exhibits and  
10 that it supported those exhibits. We now have Mr.  
11 Wilson here saying that it doesn't and that he didn't  
12 look at this data. There's no witness to sponsor it.

13 MS. SINGER-NELSON: Your Honor, it was  
14 provided as information that was reviewed by Mr.  
15 Wilson in his capacity as an expert. If he chose not  
16 to look at that information, it shouldn't affect  
17 whether it should be included in the record or not.  
18 He just didn't actually use it in his analysis.

19 JUDGE WALLIS: I think it's kind of a reach  
20 to ask that the Commission consider it without a  
21 sponsor, so in the absence of some other indication  
22 that it is a basis for the complaint and is properly  
23 sponsored, I'm going to sustain the objection. Let's  
24 be off the record for a moment, please.

25 (Discussion off the record.)



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1                   JUDGE WALLIS: Let's go back on the record.  
2 In some administrative discussions, it has been  
3 determined that we will recall Ms. Field to follow up  
4 on the status of her recollections of the Washington  
5 State tariffs and have her recollection clarified and  
6 perhaps have additional questions resulting from that  
7 clarification. So at 1:00 tomorrow, we will take up  
8 with Ms. Field and tie up that loose end.

9                   Then we will go to Mr. Wilson's  
10 examination, and we will take up with the matter of  
11 the mislabeled exhibit and the treatment of that  
12 exhibit. We've asked the parties to consider  
13 possible approaches for the Commission to take to  
14 deal with the mislabeling, and we will address that  
15 after we deal with Ms. Field.

16                   I have asked Counsel to meet with me at  
17 12:30 tomorrow, before the beginning of the  
18 evidentiary hearing at 1:00, so that we may conclude  
19 the identification of exhibits and take up any other  
20 administrative matters that may arise.

21                   Finally, the parties have agreed to review  
22 the prefiled evidence in this docket with a view  
23 toward compliance with the letter, as well as the  
24 spirit of the Commission's protective orders relating  
25 to confidential and super-confidential material to

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1 verify that it is properly presented, properly  
2 identified, and that it may therefore be properly  
3 handled by our administrative staff in the Records  
4 Center and on review.

5           Is there anything else that we need to make  
6 provision for at this time? It appears not. And I  
7 thank you all, and we will see you tomorrow at 12:30  
8 and 1:00. We did agree that if it is necessary to  
9 complete the examination of Ms. Halvorson, we will  
10 continue into the evening, but only after a break  
11 sufficient for us to deal with whatever level of  
12 blood sugar we have at that moment. With that, we're  
13 adjourned for the day and we'll take up tomorrow.  
14 Thank you.

15           (Proceedings adjourned at 5:15 p.m.)

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