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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  
and Request for Expedited ) Volume VII  
5 Treatment of AT&T ) Pages 474-677  
Communications of the Pacific )  
6 Northwest, Inc. Against US )  
WEST COMMUNICATIONS, INC. )  
7 Regarding Provisioning of )  
Access Services. )  
8 \_\_\_\_\_)

9

10                   A hearing in the above matter was  
11 held on February 3, 2000, at 9:20 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  
Singer-Nelson, Attorneys at Law, 1875 Lawrence  
19 Street, Suite 1575, Denver, Colorado, 80202.

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

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

24

Barbara L. Spurbeck, CSR  
25 Court Reporter

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1 JUDGE WALLIS: Let's be on the record for  
2 the February 3, 2000 session, in the matter of  
3 Commission Docket UT-991292. By way of  
4 administrative matters, US West has provided a  
5 replacement page, consistent with the testimony of  
6 the witness yesterday. This is a confidential page  
7 four for Ms. Halvorson's rebuttal testimony, which is  
8 Exhibit 214-CT. Ms. Anderl.

9 MS. ANDERL: Yes, Your Honor, thank you.  
10 We did distribute that page, as we had committed to  
11 do yesterday, and I wanted to ask Ms. Halvorson if  
12 she had any corrections to make to the testimony she  
13 gave in connection with that document yesterday.

14 THE WITNESS: Yes, I do. Yesterday, Ms.  
15 Proctor asked me the difference between the number  
16 that I gave yesterday and the number that I gave in  
17 the original filed testimony, and I stated that the  
18 difference was associated with DS3s.

19 Upon reflecting on that number, the  
20 difference last night, that would have been too big  
21 of a number just to be for DS3s, so I attempted to  
22 get ahold of my person who pulled that data for me on  
23 the original number. Unfortunately, she's on  
24 vacation in Europe, and I couldn't get ahold of her.  
25 The numbers that are in here are correct for the end

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1 of the year completed for AT&T in Washington.

2 MS. ANDERL: Thank you, Your Honor. That  
3 was all we wanted to do with that.

4 JUDGE WALLIS: Very well. Does that elicit

5 --

6 MS. PROCTOR: I was just trying to find my  
7 number from yesterday.

8 MS. ANDERL: I can tell it to you, Susan.  
9 I can remember what it was.

10 MS. PROCTOR: The paper is winning, as  
11 always. Is the number on rebuttal?

12 CHAIRWOMAN SHOWALTER: Can I ask a question  
13 about this exhibit? On the new page four, it's only  
14 part of a footnote, and my original page three has a  
15 whole footnote.

16 MS. ANDERL: It should be carry-over.

17 CHAIRWOMAN SHOWALTER: From page three?

18 MS. ANDERL: Yeah.

19 CHAIRWOMAN SHOWALTER: Maybe that means I  
20 have a different old page three. Has there been a  
21 new page three?

22 MS. ANDERL: Well, what happened was we  
23 filed the testimony on the 11th, and when we did, Ms.  
24 Proctor -- after we did, Ms. Proctor called me and  
25 said she believed some of the numbers that we put in

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1 in a public forum were confidential. So we went  
2 ahead and tried to appropriately designate the  
3 confidential numbers. That changed the pagination of  
4 the whole testimony, and so we refiled, I believe it  
5 was the very next day, a revised testimony. So it  
6 may be that you've got kind of a hybrid version  
7 there.

8 CHAIRWOMAN SHOWALTER: I can make sense of  
9 it, because I have the first part of the footnote  
10 anyway, but --

11 MS. ANDERL: I'd be happy to work with  
12 Judge Wallis during the breaks to make sure what we  
13 intend to be filed is what you have as the official  
14 copy.

15 JUDGE WALLIS: Thank you.  
16 Whereupon,

17 BETH ANN HALVORSON,  
18 having been previously duly sworn, was recalled as a  
19 witness herein and was examined and testified as  
20 follows:

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

22 BY MS. PROCTOR:

23 Q. So as we sit here today, Ms. Halvorson, is  
24 it fair to say that, because you are unable to  
25 contact this person, you don't know what the reason

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1 is for the difference between the numbers you  
2 provided yesterday and the original filed number?

3 A. Yes, I need to verify exactly what it was  
4 that she included.

5 Q. But it's not because of the DS3s, because  
6 you realize that that order of magnitude -- that  
7 that's way off, by orders of magnitude?

8 A. Correct. The DS3s would be part of that.

9 Q. And are those DS3s for special services,  
10 special access, not bulk access facilities?

11 A. I would have to take a look at each order.  
12 They could be for either one.

13 Q. So in the number that you've included here,  
14 is it bulk access, as well as special access orders?

15 A. The number that I've included here is for  
16 all DS3s. How you designate them -- I think you  
17 folks call them bulk access. We would call them  
18 either switched or special. They could be used for  
19 either.

20 Q. So this would include switched access?

21 A. Could. It's all DS3s that were completed.

22 Q. Okay. And you're aware of the fact, of  
23 course, that the 70 held orders that were in AT&T's  
24 exhibit are for special access only, excluding  
25 switched?



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1 A. Yes, that's correct.

2 Q. So you think it's appropriate to compare  
3 the 70 orders for special to a number that combines  
4 special and switched?

5 A. Well, I believe your original case was on  
6 switched and special. The fact that you only had 70  
7 in this particular exhibit, it was an AT&T exhibit, I  
8 just looked at the complete base of orders that we  
9 completed for you last year in Washington.

10 Q. My question was to simply a numerical  
11 comparison. So you're comparing held orders for  
12 special access only to the entire pool, rather than  
13 just to a pool of special access orders?

14 A. I don't believe I made that comparison.  
15 You folks filed the 70 that were held. I just gave  
16 it a comparison to the total base of orders that were  
17 in the Washington environment for 1999.

18 Q. And the exhibit that we looked at  
19 yesterday, Exhibit 220, with the various explanations  
20 that you provided to us yesterday, does refer to held  
21 orders for all AT&T services; is that right?

22 A. It would be a sample. It's one of the  
23 files that you could find information on held orders.  
24 It's not certainly reflective or complete.

25 Q. So there are more held orders than in that

00483

1 two-inch thick stack that you referred to yesterday?

2 A. I don't know that for a fact. This is one  
3 of the files where we keep information on held  
4 orders.

5 Q. So there's more information that was not  
6 provided in response to the data request; is that  
7 what you're saying?

8 A. No, you asked for -- this data request  
9 asked for all held -- all information on held orders.  
10 This is what we had available, and so that's what we  
11 provided to you.

12 Q. Perhaps I misunderstood, then, because your  
13 response just now was there were other files with  
14 other --

15 MS. ANDERL: Your Honor, I'm going to  
16 object to this line of questioning. This data  
17 request was subject to a motion to compel. It has an  
18 objection in it, in terms of why US West did not  
19 believe it had to respond at all to that data  
20 request. Without waiving the objection, US West  
21 provided a set of documents. On a motion to compel,  
22 it was ruled that we did not need to provide anything  
23 additional. So I would object to Ms. Proctor's line  
24 of cross and the insinuations that she is making.

25 MS. PROCTOR: I certainly wasn't intending

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1 to make any.

2 JUDGE WALLIS: Yeah, let's not talk about  
3 insinuations; let's talk about the practical effect  
4 of what's going on. Ms. Proctor.

5 MS. PROCTOR: I was simply trying to  
6 understand the witness's response, not to argue over  
7 what is or is not in the data response. And I  
8 understood the witness to say that, Well, this was a  
9 sample, there were other files, and I was just trying  
10 to understand if that was indeed the case, that there  
11 were other files. And I thought perhaps I had  
12 misunderstood her response. If there are other  
13 files, then that was the end of the inquiry, as far  
14 as I was concerned. I was just trying to understand  
15 what we did and did not have. That's all.

16 JUDGE WALLIS: The witness may respond.

17 THE WITNESS: We provided the information  
18 in the file that we had available at the time of the  
19 data request.

20 Q. Thank you. Ms. Halvorson, could you turn  
21 to what has been marked for identification as Exhibit  
22 C-224?

23 A. Yes.

24 Q. Do you have that?

25 A. Yes, I do.

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1 Q. Thank you. This is US West's response to  
2 AT&T's Data Request 01-064; is that right?

3 A. Yes, it is.

4 Q. And the request was for all documents  
5 representing performance reports related to access.  
6 Do you have that in mind?

7 A. Yes, I do.

8 Q. And you're familiar with the performance  
9 reports, one of which has been attached, provided by  
10 supplement on January 14th?

11 A. Yes, I am.

12 Q. And these are provided by US West to AT&T  
13 on a monthly basis; is that right?

14 A. Yes, this is AT&T's self-reporting reports.  
15 They set up the structure and how they want these to  
16 be measured, and ask us to self-report on them.

17 Q. And the data's gathered by US West; is that  
18 right?

19 A. It's gathered by US West in conformance  
20 with AT&T's request.

21 Q. And the performance measurements that are  
22 referred to in here, are those the acronym for which,  
23 being telecommunications, of course there's an  
24 acronym, DMOQ?

25 A. Yes, AT&T uses that acronym to describe

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1 their measurements of quality, and so these reflect  
2 their measurement of quality. For example, their  
3 customer desired due date is the DMOQ. That's an  
4 AT&T DMOQ.

5 Q. And I believe in your testimony you state  
6 that US West spends tremendous time and resources to  
7 report its performance to AT&T?

8 A. Yes, we do. We have five employees on my  
9 team, on the AT&T account team, that are strictly  
10 dedicated to providing these reports. On  
11 provisioning alone, AT&T has 40 DMOQs, so these  
12 reports are extremely lengthy in creating. And even  
13 in this report, there's several different ways of  
14 measuring performance around provisioning. So AT&T  
15 has many measurements, and it causes us to dedicate a  
16 lot of people to try to satisfy their needs.

17 Q. Now, it's US West's position that the AT&T  
18 standards, the AT&T DMOQs, do not measure on-time  
19 provisioning; isn't that true?

20 A. It's US West's position that the customer  
21 desired due date measures the customer desired due  
22 date. And what that is is the date that AT&T, either  
23 from themselves, as the carrier, or the end-user  
24 customer or the salesperson has asked for us to  
25 deliver the date. So what this measures is how did

00487

1 we do against provisioning on that customer desired  
2 due date.

3       The US West measurement is measured against  
4 the date that we give you that we say we can do the  
5 work, how well did we do against that measurement.

6       Q.    And that date that is established by US  
7 West, as opposed to the date that the customer  
8 requests, is also affected by the availability or  
9 lack of availability of facilities, is it not?

10       A.    Yes.  I think yesterday I talked about our  
11 process that we go through.  When we get the order,  
12 we send it to the design center to look for the  
13 design layout, facilities availability, engineering,  
14 testing, whatever needs to be done to complete that  
15 order.  At that time, it's determined what date we  
16 will be able to do that, and that date is then given  
17 back to AT&T, and that would be the date that we say  
18 we would like to be held accountable for provisioning  
19 access services.

20       Q.    In fact, it's a little bit stronger than  
21 that's the date you would like to be held  
22 accountable.  In US West's view, that is the date  
23 that, pursuant to tariff, is the only date for which  
24 US West is accountable.  Would I have accurately  
25 portrayed US West's position?

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1           A.     Can you repeat that question?  I'm not sure  
2 I understood it.

3           Q.     I believe that you said this was the date  
4 that US West would like to be providing service on.  
5 And my question was that, in fact, isn't it US West's  
6 position that, pursuant to tariff, the only date for  
7 which US West may be held accountable is the date  
8 that US West establishes?

9           CHAIRWOMAN SHOWALTER:  Can you clarify what  
10 tariff you're referring to in your question?

11          MS. PROCTOR:  Well, generally, in Ms.  
12 Halvorson's testimony, she has not cross-referenced a  
13 tariff.  She simply states that, under tariff, this  
14 is what US West has to do.  So perhaps if I could ask  
15 the witness to clarify what tariff she would have in  
16 mind?

17          THE WITNESS:  Well, I would say that -- let  
18 me answer your question a couple ways.  One is under  
19 the FCC tariff, and I believe also under the state  
20 tariff, we have the obligation to make every  
21 reasonable effort to deliver this service, and that's  
22 what our obligation is under tariff.

23          What we believe is is that, and we do  
24 operate under this philosophy, is we want to complete  
25 these orders as soon as we possibly can.  And we also

00489

1 want to give a date that the customers can rely on,  
2 not some arbitrary date, which would be a customer  
3 desired due date without -- based in fact around  
4 whether facilities are available.

5           So our process says let us go through and  
6 get the order designed, understand how long it's  
7 going to take to do the work. We'll give you the  
8 date so that you, customer, you, AT&T, and you,  
9 end-user customer can plan accordingly around that  
10 date. And that's the date that we feel, from a  
11 business-to-business relationship, is good business  
12 to the customers and can allow them to have good  
13 service.

14           MS. PROCTOR: Is that sufficient for your  
15 purposes, Commissioner Showalter?

16           CHAIRWOMAN SHOWALTER: Mm-hmm.

17           MS. PROCTOR: Okay.

18           Q. If we could come back to Exhibit 224 and  
19 the attachment, this material on the first page  
20 refers to performance results and it refers to  
21 special services provisioning. Now, was it your  
22 understanding that in the reports, and let me just --  
23 my concern here is that, in the numbers that you were  
24 talking about in this footnote, you include DS3s. So  
25 my question -- and bulk facilities.



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1           So my question is, on the performance  
2 reports, however, wouldn't you agree that what is  
3 being reported to AT&T is DSIs and DSOs, and does not  
4 include bulk access facilities?

5           A.    These performance reports -- and again,  
6 these are AT&T's requirements on how they want us to  
7 report, so they've only asked us to report, in these  
8 reports, on DS1 and DSO.

9           Q.    Right, I just wanted to be clear that here  
10 we're talking about just special services and we're  
11 talking about just DSIs and DSOs; is that right?

12          A.    Yes, if you look at the --

13          Q.    In this report?

14          A.    In this report, it just says, Special  
15 services, DS1, DSO.

16          Q.    Thank you.  And the way that those are  
17 structured, we start with the performance and then we  
18 have an analysis of what -- sort of various aspects  
19 of the performance or reasons for things that might  
20 not have gone as well as one would have liked; is  
21 that right?

22          A.    Well, yes.  AT&T -- there's two different  
23 ways of counting, according to AT&T, on these  
24 reports.  One of the sets is for orders due and  
25 completed this month.  Another is for all orders

00491

1 completed against a base of orders that were  
2 completed or not. So there's several different ways  
3 of looking at these numbers and these reports.

4 Q. And if we turn to page 10 of the report,  
5 where we have the analysis of causes, these are  
6 causes solely for US West, as opposed to the -- as  
7 opposed to customer causes, is that right, on page 10  
8 --

9 A. Yes.

10 Q. -- of the attachment?

11 A. Yes, what these are is, since we're  
12 measuring the customer desired due date and whether  
13 or not US West met the customer desired due date,  
14 this does not measure, again, whether we met the date  
15 we gave them that we would deliver on, but it does  
16 measure against that customer desired due date and  
17 what would be the reason why that customer desired  
18 due date was not met.

19 Q. And looking at this particular month's  
20 report, which refers to September, of the orders that  
21 were not provisioned on the customer desired due  
22 date, the two top reasons, accounting for about half  
23 of the orders, are local facility not available and  
24 interoffice facility not available; is that right?

25 A. Yes, if you look against that list. Again,

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1 this is against your customer desired due date.

2 Q. Okay. And this is the entire report for  
3 this particular category, is it not?

4 A. For, I'm sorry, which category are you  
5 referring to?

6 Q. I think it's Category E. There are various  
7 other measures that US West reports on, but for this  
8 particular category, this is the entire -- this  
9 report here, the 20-page report is the entire report  
10 that US West provides to AT&T on a monthly basis?

11 A. I am not sure that it is the entire report.  
12 We report on 40 different items just in provisioning  
13 alone, so I'm not confident that this is a hundred  
14 percent, the whole report.

15 Q. Are you familiar with the discovery  
16 responses generally provided by US West in this case?

17 A. If they were related to my testimony, I am,  
18 yes.

19 Q. But only as they related to your testimony?

20 A. I didn't review every one of them, no.

21 Q. Okay. So if I represented to you that this  
22 was the entire report provided by US West in  
23 discovery, would you be able to -- do you know  
24 whether you could agree with that of your own  
25 personal knowledge, or whether that is something that

00493

1 you could accept, subject to check?

2 A. Subject to check, I would validate that  
3 this was the report we sent to you in response, yes.

4 Q. Okay.

5 MS. ANDERL: And Your Honor, if she's  
6 exploring the witness's knowledge about this, that's  
7 fine, but if she's just trying to lay a foundation  
8 for admission, we're not going to have any objection,  
9 so --

10 Q. Now, one of the other measures that US West  
11 reports to AT&T on is the percentage of time that the  
12 firm order commitment is returned within 20 -- I'm  
13 sorry, the firm order confirmation is returned within  
14 24 hours; isn't that correct? That is one of the  
15 measures that US West --

16 A. I believe that's in the package of  
17 materials that we do report on, yes.

18 Q. And the people who prepare those reports  
19 and send them to AT&T work under your supervision;  
20 isn't that true?

21 A. That's correct.

22 Q. Okay. And you're aware of the fact, are  
23 you not, that currently US West is reporting about 30  
24 percent of the time that that firm order confirmation  
25 is returned to AT&T within 24 hours?

00494

1 A. I would have to validate that. I don't  
2 know that for a fact.

3 Q. And how would you validate it?

4 A. I'd have to look at the reports from my  
5 team and understand exactly what was included. The  
6 other piece of it is AT&T does -- as I explained in  
7 this previous document, you have your own ways as to  
8 how you want to count these, so I'd have to  
9 understand that.

10 Q. And that's not something that you're  
11 generally -- you sort of have a high level of  
12 familiarity only with how that reporting is done?

13 A. That's correct.

14 Q. You're familiar with the service interval  
15 guide?

16 A. Yes, I am.

17 Q. And that's a US West document; right?

18 A. That's correct.

19 Q. And AT&T has nothing to do with setting  
20 anything in the service interval guide; right?

21 A. We actually draft it, yes, but you have a  
22 lot of -- in our business meetings, you have a lot of  
23 discussions around what's in the service interval  
24 guide.

25 Q. But that's not something, as the

00495

1 performance report, that AT&T has established or  
2 develops the standards for or anything like that;  
3 isn't that true?

4 A. That's true. It is a US West document.

5 Q. Okay. What I'd like to do is turn to your  
6 -- let's first do -- do you have Exhibit 228 in front  
7 of you?

8 A. 228?

9 MS. PROCTOR: And I wonder, Ms. Anderl, if  
10 you could provide the witness with the current copy  
11 of the service interval guide, which is in Mr.  
12 Hooks's testimony.

13 THE WITNESS: I believe I have it.

14 Q. Okay, thank you. Thank you. Do you have  
15 that?

16 A. Yes, I do.

17 Q. Now, Exhibit 228 is US West's response to  
18 Staff's Request WUTC 01-003, is it not?

19 A. Yes, it is.

20 Q. And in response to that request, US West  
21 provided two documents, the service interval guide  
22 dated 6/16/99, and the service interval guide dated  
23 1/02/96. Isn't that what it shows here on this  
24 document?

25 A. That's what it shows here, and I believe we

00496

1 did supplement this, also, with a more current  
2 service interval guide.

3 Q. There's a more current one than the June  
4 16th?

5 A. That's the most current one.

6 Q. So when you say there was a supplement to  
7 this --

8 A. My understanding was -- I'm not sure  
9 whether they were delivered separately or if they  
10 came together, but we did provide both the one that  
11 I'm looking at in Exhibit 228 and the current  
12 document.

13 Q. Okay. Well, Exhibit 228 refers to two  
14 guides, the '96 guide and the '99 guide?

15 A. That's correct.

16 Q. Okay. And is the '99, the 6/99 guide, is  
17 that the one that you understand to be current?

18 A. It's my understanding, unless I'm looking  
19 at the wrong one here.

20 Q. Ms. Halvorson, in order to try and keep  
21 this somewhat under control and to ensure that you  
22 make your plane to Hawaii, which no one would want to  
23 stop you --

24 A. Thank you.

25 Q. -- we would only wish to join you, could

00497

1 you just focus on the June '96 guide, which was  
2 attached to Exhibit 228, and the --

3 A. You mean January 2nd guide, 1996?

4 Q. The January 2nd guide -- I'm sorry, yeah,  
5 the January -- what? The response said June.

6 MS. ANDERL: 6/99, 1/96.

7 MS. PROCTOR: Thank you.

8 Q. All right. In the January '96 guide that  
9 was attached to Exhibit 228.

10 A. Yes.

11 Q. Okay, thank you. On tab four, page six,  
12 which, fortunately, we're dealing with fax numbers.  
13 It appears to be page 19, if you look upside down in  
14 the bottom.

15 A. I think I have it.

16 Q. Okay, thank you.

17 JUDGE WALLIS: Let's be off the record for  
18 a moment.

19 (Discussion off the record.)

20 Q. Thank you. And in the '96 guide, there's  
21 this time line as an example of how to count days in  
22 the interval guide. Do you have that in front of  
23 you?

24 A. Yes, I do.

25 Q. Now, the first initial is APP, and that



00498

1 stands for the application date?

2 A. That's right.

3 Q. And that, as well as the next set of  
4 initials, SID, scheduled issued date, are defined in  
5 the front of the document, are they not?

6 A. Would you --

7 Q. That would be on fax page five?

8 A. Yes, they are.

9 Q. Okay. However, the next set of initials,  
10 LAM, is not defined. Do you know what that  
11 represents?

12 A. I believe that's the loop makeup date. But  
13 these types of questions around the whole process are  
14 probably best referred to Mr. Hooks. He's our expert  
15 on the service interval guide.

16 Q. Mr. Hooks is an attorney; right?

17 A. He has that credential. He's not operating  
18 as an attorney here.

19 Q. An attorney here. And does he work for you  
20 in the access group?

21 A. He's in the wholesale division. He reports  
22 into the division that's responsible for all our  
23 operations and processes.

24 Q. Now, you've talked a lot about the firm  
25 order confirmation, which is the next set of initials

00499

1 here, is it not?

2 A. Yes, it is.

3 Q. And then the design layout records, DLR,  
4 and the records issuance date, do those refer to the  
5 design process that you were discussing yesterday  
6 that must occur in connection with a special access  
7 service?

8 A. Yes, they do. They're all part of that  
9 process. When the application date comes in, when we  
10 get the order, then that's called the application  
11 date; it goes into design, and that's called the RID  
12 date; and then it comes back to the Des Moines  
13 center, and the employee down there, after the RID  
14 date, sends an FOC back to the carrier citing the  
15 date that we will be able to provision the service.

16 Q. And in the '96 guide, those events occurred  
17 -- there's a number two. Does that mean they  
18 occurred on day two after the application?

19 A. I'm assuming that's the correct  
20 interpretation, but I think, again, if you could  
21 verify that with Mr. Hooks.

22 Q. What I'm trying to determine, and I  
23 appreciate your directing us to Mr. Hooks, and we  
24 certainly will do that, but I was trying to  
25 understand your understanding of the process. Is it

00500

1 your understanding of the process that whatever the  
2 number that's listed here, whether it's one or two,  
3 that that represents the date after the application  
4 date?

5 A. Correct. And I would not look at this,  
6 because this is an old --

7 Q. I understand.

8 A. -- service interval guide. The way the  
9 process works is day zero is the application day, and  
10 then day one would be the day that it goes over to  
11 the design center for the circuit layout and facility  
12 makeup, engineering testing and so on, and then it  
13 comes back to the Des Moines center after that work  
14 is completed, and that's when the FOC is issued.

15 Q. Okay. And thank you for that explanation.  
16 That does shorten things a bit. Could you turn to  
17 the '99 service interval guide?

18 A. I have it here, yes.

19 MS. PROCTOR: Okay. And I'm sorry, for the  
20 Commission, what we're referring to is -- do you have  
21 an exhibit number?

22 MS. ANDERL: I think Perry is the four  
23 hundreds, so 402.

24 MS. PROCTOR: Exhibit 402. That would be  
25 Mr. Hooks's testimony.

00501

1 Q. Ms. Halvorson, do you know whether -- or  
2 was it your understanding that the '96 guide -- or  
3 the supplemented '96 guide would have been in effect  
4 until this '99 guide was issued?

5 A. The '96 guide was only in effect for 10  
6 months, and then it was changed, so --

7 Q. I'm sorry, not the one we were discussing.  
8 That was supplemented in October of '96. Was it your  
9 understanding that the service interval guide that  
10 was dated from October of '96 was the one that was in  
11 effect until this new revision in June of '99?

12 A. I'm not aware if there was anything in  
13 between. Again, Mr. Hooks could probably answer that  
14 for you.

15 Q. I'm asking for your understanding.

16 A. I don't know.

17 Q. Okay. Now, in the current service interval  
18 guide, if we turn to page 10, which has the time line  
19 for DS1 service, do you have that in front of you?

20 A. Yes, I do.

21 Q. Now, here we have the recommendations,  
22 date/design layout record on day one after  
23 application date?

24 A. Yes, that's correct.

25 Q. Now, there's no entry here for firm order

00502

1 confirmation. Do you know where in this time line  
2 the firm order confirmation would issue?

3 A. Yes. Generally -- and again, I would ask  
4 that you confirm this with Mr. Hooks, but here's my  
5 understanding of how this works. When the order  
6 comes in that on the APP date, that's day zero. On  
7 the RID date, it's at the system design center. On  
8 day two, then, the order is back, that the service  
9 delivery consultant, SDC, that's the name of the  
10 employee that we have in our Des Moines center, and  
11 they will go into the database and look to see if the  
12 order is completely designed.

13 If the order is completely designed, they  
14 will return an FOC back to the customer on day two.  
15 There could be a circumstance where the order is not  
16 completed yet, because the engineering is not done  
17 and the construction work has to be determined. They  
18 will continue to check on that, so the FOC could be  
19 sometime between day two and perhaps day seven.

20 So rather than putting that in as a firm  
21 date within the process, because there is that window  
22 of time, it is not in here. But, again, Mr. Hooks  
23 could probably be much more eloquent on this than I  
24 am.

25 Q. Now, if the firm order commitment -- firm

00503

1 order confirmation is being provided somewhere  
2 between days two and seven, would it be fair to say  
3 that even though the customer were in a high-density  
4 area and were requesting a service date within the  
5 standard interval of five business days, that that  
6 order might not be completed within the standard  
7 interval?

8 A. If facilities are available and the  
9 customer has asked for the standard interval, we will  
10 FOC that back and the order will be completed within  
11 the standard interval.

12 Q. And US West is, in that situation you have  
13 described, always able to provide service, where  
14 facilities are available, within the standard  
15 interval of five business days?

16 A. That is what we strive to do.

17 Q. I think my question was, and that is what  
18 US West always does?

19 A. The customer may not want it in the  
20 standard interval, so if they don't want it in the  
21 standard interval, we will provision on the date that  
22 they want.

23 Q. I think my question was, in the situation  
24 where facilities are available and the customer has  
25 requested service within the standard interval, is US

00504

1 West always able and does US West always provide  
2 service to that customer within the five-business-day  
3 standard interval?

4 A. If facilities are available and the  
5 customer wants a standard interval, we will FOC back  
6 the standard interval and we will attempt to meet  
7 that date. Do we miss it sometimes? We probably do.

8 Q. When you said that the firm order  
9 confirmation is returned within two to seven days,  
10 were you referring to business days?

11 A. Yes, I was.

12 MS. PROCTOR: Your Honor, before I forget,  
13 I would move the admission of Exhibits 224 and 228.

14 MS. ANDERL: If I can make sure I remember  
15 which ones those are. No objection.

16 MS. PROCTOR: 224 is the performance  
17 report.

18 MS. ANDERL: Yeah, we have no objection.

19 JUDGE WALLIS: The exhibits are received.

20 MS. PROCTOR: I wonder --

21 MS. ANDERL: I'm happy to make it complete.

22 MS. PROCTOR: That's fine. I'd like to --  
23 apparently we did not have the supplement in the data  
24 responses that I was looking at, and Ms. Anderl has  
25 agreed that we could add the October '96 service

00505

1 interval guide to our exhibit, so we will supplement  
2 the exhibit.

3 JUDGE WALLIS: Very well.

4 Q. Ms. Halvorson, in your rebuttal testimony,  
5 Exhibit C-214-T, at pages 17 and 18 --

6 A. Yes, I have it here.

7 Q. You're referring to an Arizona hearing --  
8 or I'm sorry, a hearing that was held before the  
9 Arizona Commission on quality of service. And that  
10 hearing was related to the quality of service to  
11 wholesale providers from US West, was it not, that  
12 particular portion?

13 A. Could you -- are you on page 18? Could you  
14 give me a cite? I think that you're on line four.  
15 Is that what you're talking about?

16 Q. I was referring to the question that begins  
17 on page 17, at line 15. And actually, the precise  
18 reference is on lines 18 and 19, referring to an  
19 Arizona quality of service workshop. First of all,  
20 that was a hearing before the Arizona Commission, was  
21 it not?

22 A. I'm not aware that -- I believe that this  
23 is information that we took in rebuttal to Mr.  
24 Wilson's testimony. It was a workshop. Whether the  
25 Commissioners were in place or not and whether that's



00506

1 termed a hearing, I'm not sure, but it was a workshop  
2 down in Arizona.

3 Q. On page 18, at line 18, there is a  
4 reference to the transcript. Did you review the  
5 transcript?

6 A. Yes, I did. And in fact, I discussed it  
7 with Mr. Kelly.

8 Q. You did not attend the hearing yourself?

9 A. No, I was not there.

10 Q. Did you review Mr. Kelly's comments in  
11 that, or his testimony in that transcript?

12 A. Yes, I read it, and then I also visited  
13 with him about it.

14 Q. Do you agree with Mr. Kelly's statement  
15 that -- and I'm sorry, Mr. Kelly is John Kelly?

16 A. Yes, he's the president of our wholesale  
17 division and my boss.

18 Q. Do you agree with Mr. Kelly's statement,  
19 which appears at page 119 of that transcript, that  
20 making customer due dates is going to be a difficult,  
21 if not impossible task for us?

22 A. Again, without seeing -- that's not what I  
23 cited in my answer here in my testimony. I believe I  
24 looked at transcript pages 116, 117, 118. You're  
25 referring to 119?

00507

1 Q. Yes, and I'm asking whether you agree with  
2 this statement?

3 A. I can't agree with it, because I believe  
4 it's taken out of context. John would never say  
5 that.

6 Q. I'd be happy to show you the transcript  
7 page, and perhaps if I just read you the entire  
8 statement. One of the areas that --

9 MS. ANDERL: Your Honor, I'd object. This  
10 witness should have been entitled to see any  
11 documents she was going to be cross-examined on, and  
12 it certainly would have been no trouble to provide  
13 her with a couple of copies from the pages of the  
14 transcript so that she could have had an opportunity  
15 to understand that she was going to be asked  
16 questions about the specific quotes taken out of that  
17 document.

18 MS. PROCTOR: May I respond?

19 JUDGE WALLIS: Ms. Proctor.

20 MS. PROCTOR: First of all, it's a  
21 transcript. It's not a document that I obviously  
22 would introduce into evidence. It is also a  
23 transcript that the witness just testified that she  
24 reviewed and discussed with Mr. Kelly, and it is a  
25 transcript upon which she relies in her own

00508

1 testimony.

2 I'm certainly entitled to ask, I believe,  
3 whether she agrees or disagrees with certain  
4 statements made by Mr. Kelly on the very topic that  
5 we're discussing today.

6 JUDGE WALLIS: The question is permissible.

7 MS. PROCTOR: Thank you.

8 Q. Do you have the question in mind, Ms.  
9 Halvorson?

10 A. I don't. Could you repeat it?

11 Q. Let me just read you the sentence.

12 JUDGE WALLIS: Could you show the witness  
13 the page before you continue, please?

14 MS. PROCTOR: Certainly. Can I then get it  
15 back, so I can --

16 JUDGE WALLIS: Yes.

17 MS. PROCTOR: Thank you.

18 MS. ANDERL: Thanks.

19 MS. PROCTOR: I was going to ask her about  
20 those statements.

21 MS. ANDERL: Do you have page 118, so I can  
22 get context?

23 MS. PROCTOR: Sure. But I don't --

24 MS. ANDERL: Have anything before that.

25 Q. Ms. Halvorson, you've had an opportunity to

00509

1 look at that transcript page?

2 A. Yes, I did.

3 Q. Thank you. And I would ask you again  
4 whether you would agree with Mr. Kelly's statement  
5 that making customer due dates is going to be a  
6 difficult, if not impossible task for US West?

7 A. Now that I see the whole page and read it  
8 in context, I think I can explain what John meant  
9 there and how I would agree or not agree with it.

10 Q. Could I just ask for a yes or no, and then  
11 your explanation?

12 A. I would not agree with it as it's stated,  
13 and the reason I would not agree with it is that's  
14 not what John meant. He should have said customer  
15 desired due date, because it's very clear and it's US  
16 West's policy and it's the way we are provisioning  
17 that we want to be held accountable for the date we  
18 give after design. We don't think customer desired  
19 due date is a date that we can live up to, because it  
20 doesn't take into account whether or not facilities  
21 are available, whether special construction is going  
22 to be required.

23 That's what John was trying to explain to  
24 everyone, that we'll do the best we can to meet your  
25 customer desired due date, that's certainly optimum

00510

1 in a competitive environment, but we want to be held  
2 accountable to delivering on the date that we give  
3 you. That's what he meant, if you read the whole  
4 thing in context.

5 Q. Would you then disagree with his statement,  
6 "Should we have enough capacity out there to handle  
7 what a customer asks, the answer is absolutely?"

8 A. Again, in an ideal world, what John was  
9 talking about, yes, we would have enough capacity so  
10 that we could always win in a competitive situation.  
11 If you take one sentence out of context like that, in  
12 what he was trying to communicate, you miss the main  
13 point. What he was saying is ideal. We want to have  
14 as much market share in this world as we possibly  
15 can. So having as much capacity lets you have that.

16 Q. So you agree with his statement that, yes,  
17 as you've characterized it, in an ideal world, US  
18 West would have enough capacity?

19 A. You always want to have enough capacity.  
20 Anybody in business wants to have enough to be able  
21 to allow their customers to buy whatever they're  
22 trying to sell. So staying ahead of demand is a  
23 challenge in any business. It's no different in  
24 ours. We strive to do that. We strive to understand  
25 what the customers need. If we can get information

00511

1 from them what they're forecasting, our own look at  
2 the market, we would be able to always have a perfect  
3 world, 100 percent capacity. That just doesn't  
4 exist.

5           If someone's going to build a new building  
6 in a new development, we don't know that in advance.  
7 We need to have that be told to us. You don't have  
8 facilities out in a cornfield when that's all of a  
9 sudden going to be developed. So these are the  
10 situations that, from our perspective, we like to  
11 work collaboratively with the carriers to try and get  
12 them to tell us where are you forecasting your needs,  
13 where are the customers forecasting their needs, and  
14 then we'll work, we'll get those built. Because as I  
15 said before, we want the business. This is why we're  
16 in business, and we want to be able to provide it.

17       Q.   Do you also disagree with his statement  
18 that, on the firm order commitment, The commitment  
19 date that we make back to these customers, they have  
20 a legitimate complaint. We have not met a high  
21 enough level of firm order commitments when we say  
22 we're going to do it?

23       A.   I would say that what John was describing  
24 there -- and again, I don't want to use AT&T's  
25 specific numbers here in this case, but what we're

00512

1 saying is, when we give a commitment, we want to live  
2 up to it 100 percent of the time. So when you miss a  
3 commitment to a customer, that's not a good thing.

4 And what he was trying to communicate there  
5 is you should be able to try to get them as often as  
6 you possibly can. Now, there are some unforeseen  
7 circumstances that come up that pull our resources  
8 off of provisioning onto maintenance. I think I've  
9 talked a little bit about that in my testimony.

10 I think something that happens up here in  
11 the Northwest is you have mudslides, I hear about  
12 that back in Minnesota. We have blizzards and snow,  
13 but when that happens, we have to pull our resources  
14 off provisioning and put them on maintenance, and  
15 that may cause us to miss a due date. So those are  
16 the types of things that don't help us meet the  
17 dates. But ideally, yes, we would meet all of our  
18 commitments to our customers that we've given them  
19 after design.

20 Q. I'd like to have you turn to -- I  
21 apologize. I've lost my exhibit list. I can't --  
22 oh, here it is. It was your Exhibit BAH-9 to your  
23 opening testimony, Ms. Halvorson, which is Exhibit  
24 C-211.

25 A. I have it.

00513

1 Q. Thank you. Now, in this exhibit, this is  
2 US West measuring its on-time performance; right?

3 A. This is using our definition, yes. It  
4 would be the due date that we give after design.

5 Q. Okay. So this uses the US West definition  
6 and the US West data; right?

7 A. That's correct.

8 Q. As opposed to the performance report we  
9 looked at earlier, which uses US West data, but uses  
10 the AT&T definitions of customer desired due date for  
11 completion?

12 A. That's correct.

13 Q. Okay. Now, I apologize. In your  
14 testimony, you talk about completion, on-time  
15 completion for AT&T, and you referred to that number  
16 yesterday. I don't want you to refer to the number,  
17 but I wonder if you can tell us how that number was  
18 calculated? And I'm sorry, did you calculate that  
19 number or was it provided to you?

20 A. Let me make sure I'm with you. You're  
21 talking about the number that we talked -- the US  
22 West number that's in my testimony?

23 Q. The US West number that you used yesterday  
24 in oral testimony?

25 A. How did we get that?



00514

1 Q. Yeah. No, I'm sorry, my first question was  
2 did you calculate it or was it provided to you?

3 A. My team provided me with those numbers.

4 MS. ANDERL: Your Honor, I'm sorry, maybe  
5 the witness and Ms. Proctor know what number she's  
6 talking about, but I'm not sure that I do. If we  
7 could get some clarification. Is that the one we had  
8 a discussion about whether it was proprietary or not?

9 MS. PROCTOR: Yes.

10 MS. ANDERL: I recall that being a number  
11 that US West had calculated as the percentage of time  
12 it would have been able to meet the committed due  
13 date if it had done an FOC on a later date. Maybe  
14 I'm misremembering, but it --

15 THE WITNESS: That's right.

16 MS. PROCTOR: Okay. Well, let's skip that.

17 MS. ANDERL: I don't want to --

18 MS. PROCTOR: -- in order to simplify this.

19 Q. In your direct testimony, which is Exhibit  
20 C-201-T, on page 25, lines eight and nine.

21 A. That's correct.

22 Q. Okay. You state, US West's performance was  
23 83 percent. That's calculating according to US  
24 West's view of how its on-time performance should be  
25 calculated; right?

00515

1 A. That's correct.

2 Q. Okay. Did you calculate that number?

3 A. My team does.

4 Q. Do you know how it was calculated?

5 A. Yes. They take all of the orders due and  
6 whether or not we met them.

7 Q. And how is whether or not US West met them  
8 measured?

9 A. The FOC that we would give you after  
10 design, then we would hold ourselves accountable to  
11 that FOC. So let's say we give you an FOC date of  
12 Monday, and did we meet it or not. That's how it's  
13 measured.

14 Q. Now, when you say an FOC, as opposed to an  
15 FOC date, I'm a little unclear on that. US West  
16 provides the confirmation -- that's the FOC, firm  
17 order confirmation; right?

18 A. That's correct.

19 Q. Okay. And then, in that confirmation, the  
20 confirmation establishes dates which US West commits  
21 to the customer are the dates on which service will  
22 be provided; is that right?

23 A. That's the FOC date, right -- or the  
24 service date. That's correct.

25 Q. Okay. So coming back to what is being

00516

1 measured, US West's measurement is here's the  
2 confirmation, here's the date that the date that's  
3 stated in the confirmation of when service will be  
4 provided, and that's what US West is measuring for  
5 its on-time performance; is that right?

6 A. Yes, and it's because once we go through  
7 the design process, we know what's involved in  
8 meeting that date, and that's the date that we would  
9 provide that we will provision the service for you.

10 Q. Okay. And what happens in the case where  
11 the confirmation is changed? There's a confirmation  
12 sent, a firm order confirmation sent to the customer  
13 -- to the carrier and -- carrier customer, and then  
14 later that confirmation is changed and a new date for  
15 service is sent. That happens sometimes, doesn't it?

16 A. Yes. Well, let me explain that. In AT&T's  
17 case, you --

18 Q. I'm sorry, I'm just trying to ask --  
19 ignoring anything about a particular carrier, I'm  
20 just trying to understand how the process works, as  
21 far as you understand it.

22 A. Okay. But to explain it, I think I have to  
23 tell you the difference between how you do it and how  
24 we do it for everybody else.

25 Q. I want to know how US West does it. Just

00517

1 ignore AT&T.

2       A.     Okay.  This is how we do it.  If it's for  
3 all other carriers, what we do is we go through the  
4 design process and FOC back a date after the  
5 circuit's been designed and we know what facilities  
6 are required.  Carrier AT&T asks that we return it in  
7 24 hours, so we do.  Generally, that has not had the  
8 design process.  Once the design process is complete,  
9 we sometimes have to re-FOC, or send them a new FOC,  
10 because we found out, through the design process,  
11 that facilities are not available or that it's going  
12 to take longer than we thought.  So we give them the  
13 date after design.

14             This is the very reason why we've been  
15 asking AT&T for almost two years to consider being  
16 like everybody else and letting us get the design  
17 work done within that 48-hour window and give them  
18 back a better date that we think we can live up to.  
19 We think it's better business for them and for  
20 ourselves and for their customers.

21       Q.     Ms. Halvorson, I earlier asked you whether  
22 you were aware of the fact that only 30 percent of  
23 the time US West returns this confirmation within 24  
24 hours.  And you stated you were not aware of the  
25 performance level of US West on returning firm order

00518

1 confirmations to AT&T within 24 hours; isn't that  
2 correct?

3 A. No, I think what I said is that I can't  
4 agree with your number. I would have to look at what  
5 I would determine. Because, again, AT&T measures  
6 numbers differently than the way we do, and I would  
7 have to take a look at that. So I can't agree with  
8 your number.

9 Q. What number would you personally use to  
10 characterize the percentage, as you sit here today,  
11 the percentage of the time that US West returns firm  
12 order confirmations to AT&T within 24 hours?

13 A. What I would do is I would ask my Des  
14 Moines center, which that processes your orders, to  
15 take a look at that and calculate that for me.

16 Q. So when you're testifying today, telling  
17 the Commission that US West returns orders to AT&T  
18 within 24 hours, you don't know what percent of the  
19 time that really happens?

20 A. I don't have that number here, and I can't  
21 agree with your number, so I'd have to get that. But  
22 I know that that is the process that AT&T has asked  
23 us to follow, and we have been following it up until  
24 this year.

25 Q. I understand that's the process, but I'm

00519

1 asking you what percent of the time that really  
2 happens?

3 MS. ANDERL: Objection, Your Honor. Asked  
4 and answered.

5 JUDGE WALLIS: I think the witness has  
6 explained the extent of her knowledge.

7 Q. So returning to Exhibit C-211, your BAH-9,  
8 do you have that in front of you?

9 A. Yes, I do.

10 Q. Okay. These graphs are based on US West's  
11 calculation, then measured against the date that US  
12 West has provided to a carrier for service; is that  
13 right?

14 A. No, I have to correct the statement just a  
15 little bit. This is measured against the date after  
16 design, so the first FOC after design is what this  
17 measures. In your case, where we have perhaps given  
18 you an FOC within 24 hours, that FOC may have been  
19 changed after the design work was done. So this is  
20 always the FOC after design.

21 Q. And just to be clear, when you're talking  
22 about you, you're not talking about me personally;  
23 you're talking about AT&T; right?

24 A. Yes, yes, I'm sure you wouldn't want to do  
25 this.

00520

1 Q. You're absolutely right. I don't even want  
2 to do this. But this graph purports to represent the  
3 entire industry, doesn't it?

4 A. It -- well --

5 Q. Column C states wholesale?

6 A. Yes, but what this represents is US West's  
7 universe, so it would be the customers that we serve.  
8 It would be our retail customers and our wholesale  
9 customers. And then this graph was done at the  
10 request of AT&T and they asked us to back out their  
11 data from the rest of wholesale.

12 Q. This graph is in your testimony. You're  
13 saying that AT&T asked you to do this in your  
14 testimony?

15 A. No, they asked us to do this in our regular  
16 course of business. We have many meetings discussing  
17 lots of subjects, and one of the questions that came  
18 up was how can they be assured that we are not  
19 discriminating against them, and they asked us to  
20 produce evidence of that, and so we did. It took a  
21 while to pull that graph together, and we presented  
22 it to them -- I believe it was in the June time  
23 frame, prior to this complaint being filed.

24 Q. So why was the second page of this exhibit,  
25 which is dated through October, why was that page

00521

1 prepared?

2 A. The reason that was prepared is AT&T filed  
3 the complaint, and one of the complaint -- one of the  
4 issues in the complaint that you filed, you meaning  
5 AT&T, was around discrimination. So we updated the  
6 data to make sure that we were not discriminating,  
7 and the data in this October chart substantiates the  
8 fact that we have not and will not discriminate  
9 against AT&T.

10 Q. Now, the 83 percent that is stated in your  
11 testimony as US West's on-time performance --

12 A. Yes.

13 Q. -- where does that number come from?

14 A. That would be the total universe of orders  
15 for the month of October, I believe. If I go back to  
16 that page -- could you give me that cite again? I  
17 forgot the page number.

18 Q. Well, you have the number 83 in mind?

19 A. Yes, I do.

20 Q. It doesn't -- I can represent to you that  
21 there's no time frame stated. That's why I'm asking  
22 you this question.

23 A. Well, I think there was. I've got my page  
24 now. It's page 25. You were comparing the number  
25 for October of 1999, based on US West's performance



00522

1 for that month. It's on line four of my testimony,  
2 on page 25. You said our performance was at 55  
3 percent for October of 1999. What I did was take a  
4 look at it and said, no, based on our measurements of  
5 the due date after design, our on-time performance  
6 for the month of October was 83 percent.

7 Q. Okay. I'm asking you where that 83 percent  
8 came from? Is that in the chart that we were just  
9 looking at?

10 A. It would be included in that. These are  
11 year-to-date charts, so the month's data for that  
12 month would be included in these charts, in the  
13 second chart.

14 Q. So the 83 percent represents just one  
15 month?

16 A. That's correct.

17 Q. I'm sorry, US West's view of performance in  
18 that month?

19 A. Yes, it's the total universe of US West's  
20 orders, both retail and wholesale, for the month of  
21 October.

22 Q. So you're comparing the number for US  
23 West's performance for AT&T for special services to  
24 US West's calculation of a number for all of its  
25 customers. That's what the 83 percent represents

00523

1 that you're comparing to our 55 percent?

2 A. Yes, that's what that is. And I gave you  
3 the number yesterday, and I think that was the  
4 confidential number that would have been apples to  
5 apples.

6 Q. Okay. The confidential number that you  
7 gave me yesterday, where did that come from?

8 A. It would have been the subset of this same  
9 data for the month of October for AT&T only.

10 Q. Okay.

11 JUDGE WALLIS: Does that complete this line  
12 of questioning?

13 MS. PROCTOR: Yes.

14 JUDGE WALLIS: Let's be off the record for  
15 just a moment.

16 (Recess taken.)

17 JUDGE WALLIS: Let's be back on the record  
18 following our morning recess. Ms. Proctor.

19 MS. PROCTOR: Thank you.

20 Q. Ms. Halvorson, you're also responsible for  
21 the business relationships with MCI WorldCom and  
22 Sprint, are you not?

23 A. That's correct.

24 Q. And that's the business relationships as it  
25 relates to the purchase of access service by those

00524

1 carriers; is that right?

2 A. That would be one of the aspects of it,  
3 yes.

4 Q. And I want to just ask you a couple of  
5 questions, and I'm not trying to probe into any  
6 confidential relations that you might have with those  
7 carriers, but just as a general matter, US West also  
8 does some sort of -- or has a performance reporting  
9 mechanism with those carriers, as well as with AT&T,  
10 does it not?

11 A. Yes, we do.

12 Q. And I believe in your testimony, you've  
13 indicated that US West provides confirmations to  
14 those carriers in its process of providing those  
15 within, say, two to seven days after the application  
16 date. Is that a correct characterization of your  
17 understanding of how the process works?

18 A. Yes, we will provide them the FOC after the  
19 design work or the RID date. So they are part of our  
20 -- they follow our normal process.

21 Q. Right. And the FOC is the confirmation;  
22 right?

23 A. That's correct.

24 Q. Okay. And are you aware of the testimony  
25 provided by both MCI and Sprint in the Arizona

00525

1 proceeding that the on-time performances that they're  
2 experiencing are in the same level -- same  
3 neighborhood of performance as AT&T is reporting?  
4 That is, the approximately 50 percent on-time?

5 A. I'm only aware of that through hearsay,  
6 Ms. Field's comment on that to me in a business  
7 discussion.

8 Q. You haven't had any discussions with either  
9 MCI or Sprint in which they have expressed to you  
10 that the performance is only in the same neighborhood  
11 as that experienced by AT&T of around 50 percent on  
12 time?

13 A. No, I have not. And in fact, that data  
14 would be very incorrect.

15 Q. As measured by US West; right?

16 A. As measured by US West and as measured by  
17 them.

18 Q. Are you familiar with the settlement that  
19 US West and MCI just reached concerning MCI's  
20 complaint about service quality of access services?

21 MS. ANDERL: I object, Your Honor, to any  
22 inquiries with regard to a settlement agreement with  
23 another carrier, which is privileged and  
24 confidential.

25 MS. PROCTOR: I'm not asking for

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1 confidential information. Certainly I understand and  
2 appreciate that there would be confidential  
3 information. I'm asking her whether she is aware of  
4 the existence of a settlement.

5 JUDGE WALLIS: That question is  
6 permissible.

7 MS. PROCTOR: Thank you.

8 THE WITNESS: Yes, I am.

9 Q. And that settlement was reached in a  
10 complaint that MCI had filed at the FCC; is that  
11 right?

12 A. That was a part of the settlement, yes.

13 Q. Okay. And that complaint by MCI was filed  
14 three or four years ago; is that right?

15 A. I think that's the time frame. I'm not  
16 sure when they actually filed it, to be honest with  
17 you.

18 Q. And if -- let me back up. Will US West be  
19 filing any tariffs to implement any portion of that  
20 settlement?

21 A. No, we will not.

22 Q. So to the extent that there are any  
23 agreements, and I'm not inquiring into those  
24 agreements, any agreements between MCI and US West,  
25 would it be fair to say that, in US West's view, they

00527

1 will just be things that US West does to keep a big  
2 customer happy and are not enforceable?

3 MS. ANDERL: I object, Your Honor, to the  
4 characterization in that question. I believe it's an  
5 inappropriate characterization and I believe that Ms.  
6 Proctor is inappropriately exploring the nature of  
7 what has been agreed to in the settlement agreement  
8 and whether -- I mean, it's just simply improper  
9 cross.

10 JUDGE WALLIS: Ms. Proctor, I think we're  
11 right on the line, if not over it. What's your  
12 response?

13 MS. PROCTOR: Let me just rephrase the  
14 question, because I'm not trying to explore the terms  
15 of the agreement. So let me back up here.

16 Q. Ms. Halvorson, since you've just told us  
17 that there would be no tariffs filed, is it your view  
18 that any agreements that are not contained in the  
19 tariff would therefore not be enforceable?

20 MS. ANDERL: Objection, Your Honor. Again,  
21 for all of the previously-stated reasons, as well as  
22 that this entire line of inquiry is beyond the scope  
23 of Ms. Halvorson's direct examination and we're  
24 getting perilously close to forcing the witness to  
25 answer questions which I would then have to clarify

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1 on redirect by actual disclosure, potentially, of  
2 some of the terms of that agreement, and this is just  
3 inappropriate.

4 MS. PROCTOR: I'm simply asking whether US  
5 West's position is going to be similar to the  
6 position it has taken in this case, that if it's not  
7 in the tariff, it's not enforceable.

8 JUDGE WALLIS: Ms. Anderl.

9 MS. ANDERL: US West's legal analysis in  
10 terms of what is and isn't enforceable, based on the  
11 AT&T versus Central Office Telephone complaint, a  
12 decision before the U.S. Supreme Court, has been well  
13 set out in US West's pleadings. I don't think it's  
14 appropriate to be asking Ms. Halvorson questions  
15 about that, especially in the context of a settlement  
16 agreement reached with another carrier in another  
17 jurisdiction.

18 JUDGE WALLIS: The question, I think, is  
19 beyond the limits of propriety, in terms of inquiring  
20 into the consequence of a settlement agreement, and I  
21 will sustain the objection.

22 Q. Ms. Halvorson, could you turn to Exhibit  
23 227?

24 A. I have it.

25 Q. Do you have that?

00529

1 A. Yes, I do.

2 Q. Now, the first page is a forward of an  
3 e-mail. If you would look halfway down, it says,  
4 Original message from Scott Schipper. Does he work  
5 for you?

6 A. Yes, he does.

7 Q. And this is a message that was sent to  
8 several persons, including yourself; is that right?

9 A. Yes.

10 Q. And it's dated November 18th, 1999?

11 A. That's correct.

12 Q. And includes an attachment?

13 A. Yes.

14 Q. Have you seen this message before?

15 A. Yes, I did.

16 Q. And the attachment explains why an order of  
17 Sprint's that was dated June 1999 was filled before  
18 an order of AT&T's that was dated April of 1998.  
19 Does that characterize what that attachment shows or  
20 purports to show?

21 A. Yes, it does. It explains what happened on  
22 this particular order.

23 Q. And the AT&T order was dated April 1998;  
24 was that your understanding?

25 A. That's the application date, uh-huh.



00530

1 MS. PROCTOR: Your Honor, I'd move the  
2 admission of Exhibit 227.

3 MS. ANDERL: Your Honor, I guess I would  
4 interpose an objection on this, simply because it's  
5 not been shown to be -- and in fact, we know it not  
6 to be a Washington order that is being discussed in  
7 this document.

8 However, given that Ms. Proctor has  
9 essentially read the substance of the message into  
10 the record, even if the objection to this exhibit  
11 were to be sustained, I wonder if it wouldn't be a  
12 better solution to just have Ms. Halvorson be able to  
13 respond to it on some questions on redirect.

14 So I have a little bit of a problem with  
15 how you actually sustain that objection, if, in fact,  
16 you were to. And maybe I should have moved more  
17 quickly before -- I didn't realize Ms. Proctor was  
18 going to essentially characterize the document before  
19 she moved its admission.

20 MS. PROCTOR: I wonder if I might respond.

21 JUDGE WALLIS: Ms. Proctor.

22 MS. PROCTOR: The witness's testimony was  
23 that US West never goes outside of first come-first  
24 serve when it comes to held orders without  
25 qualification of what state it was provided in. So

00531

1 whether this particular order happened to be in the  
2 state of Washington I believe is not a legitimate  
3 objection.

4 MS. ANDERL: May I ask for a --

5 JUDGE WALLIS: Ms. Anderl.

6 MS. ANDERL: I was just going to ask  
7 Counsel for a reference to the never goes outside,  
8 and whether that was in written or oral testimony?

9 MS. PROCTOR: It's page 13 of her rebuttal  
10 testimony.

11 CHAIRWOMAN SHOWALTER: What exhibit is  
12 that?

13 MS. PROCTOR: C-214-T, line three. Ms.  
14 Halvorson states, In each instance of which I am  
15 aware, US West made sure that parity was maintained  
16 and that orders were processed on a first in-first  
17 out basis. This is obviously an instance of which  
18 Ms. Halvorson is specifically aware.

19 JUDGE WALLIS: I'm going to overrule the  
20 objection. It appears to be admissible for  
21 impeachment purposes.

22 Q. Ms. Halvorson, I'd like to ask you to  
23 accept, for purposes of my question, that indeed, as  
24 Exhibit 224 shows, that 50 percent of the orders of  
25 AT&T are not filled on time because of lack of

00532

1 facilities. Do you have that hypothetical in mind?

2 A. Yes. Could I just make sure I understand  
3 your question?

4 Q. Sure.

5 A. What you're saying is in Exhibit C-224,  
6 which is the self-reporting package, that what you're  
7 saying is that 50 percent of the orders are not  
8 filled; is that correct?

9 Q. I'm asking you to accept, for purposes of  
10 this hypothetical, that it is a fact. Not that it is  
11 a fact, but just to accept as the hypothetical that  
12 50 percent of AT&T's orders are not filled on time  
13 because of lack of facilities. And I asked if you  
14 had that fact, hypothetical fact in mind. And do you  
15 now have that in mind?

16 A. Yes, but I don't think I can accept the  
17 hypothetical, because I don't believe 50 percent are  
18 held for facilities.

19 Q. I understand that you disagree with the  
20 hypothetical. I'm just asking you to accept that for  
21 purposes of a hypothetical, all right?

22 A. Okay.

23 Q. In that instance, would it be US West's  
24 position that US West was providing reasonable and  
25 adequate service in that case?

00533

1 A. If I agree with your hypothetical?

2 Q. You accept the hypothetical. You don't  
3 have to agree with it. I understand that you don't  
4 agree.

5 A. Okay. So what you're saying if, in a case  
6 where 50 percent of the orders were held for  
7 facilities, is that --

8 Q. Were not provisioned on time because of  
9 lack of facilities.

10 MS. ANDERL: And may I ask a clarification  
11 from Counsel with regard to the hypothetical of what  
12 exactly Counsel means by on time? What is the  
13 witness to understand to be on time?

14 Q. Does the witness have an understanding of  
15 what on time might mean?

16 A. Well, if we're looking at this report --

17 Q. No, I'm not looking at the report. I'm  
18 asking you to simply accept one fact as being true,  
19 and now your counsel would like a definition of on  
20 time. So I'm asking if you have an understanding of  
21 the words on time, and what that would mean to you?

22 A. What it means to me is when US West gives a  
23 date after the design work is complete, have we or  
24 have we not met that date. That would be how I would  
25 define on time.

00534

1 Q. Okay. So let's use your definition of on  
2 time. So my question is, in that instance, if US  
3 West were not filling 50 percent of a carrier's  
4 orders or AT&T's orders on time because of lack of  
5 facilities, is it US West's position that that is  
6 providing reasonable and adequate service?

7 A. Okay. So let me make sure I'm with the  
8 hypothetical. If we're now using my definition of on  
9 time?

10 Q. That's right.

11 A. Okay. So we're using if we miss 50 percent  
12 of the orders due to facilities?

13 Q. Right.

14 A. Okay. I think you have to go back to the  
15 tariff and understand what the tariff requires us to  
16 do. We have to make reasonable efforts to provide  
17 services. Where facilities are available, we will  
18 provide the service. Where facilities are not  
19 available, we will make every reasonable effort to  
20 get facilities in place and meet those dates, and  
21 that's what we try to do. So I think that's the  
22 effort -- that's the measure that you have to go  
23 against.

24 Q. So is the answer to my question, with that  
25 explanation, yes or no?

00535

1           A.    If we have done everything reasonable to  
2 provide service, which includes what we usually do,  
3 which is look for grooming, try to find spare pairs,  
4 see if we can find disconnects that are coming up to  
5 free up pairs, build, reroute the circuit, if we have  
6 done everything reasonable and that's as much as we  
7 can do, I'd say that is an adequate attempt,  
8 especially in light of the fact that, in this world,  
9 carriers can self-provision or get it from somebody  
10 else.

11                   MS. PROCTOR:  Thank you.  That's all I  
12 have.

13                   JUDGE WALLIS:  Ms. Smith.

14                   MS. SMITH:  Yes, I have one question, or  
15 maybe a couple of questions on one topic.

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

17 BY MS. SMITH:

18           Q.    Do you have Exhibit 221 in front of you,  
19 the data response request?

20                   JUDGE WALLIS:  Ms. Smith, could you move  
21 that microphone closer, please?

22                   THE WITNESS:  Yes, I do.

23           Q.    And looking at US West's response to  
24 paragraph C, with respect to segmenting held orders  
25 into a subsidiary or affiliate retail customer

00536

1 category, do you see that spot in the exhibit?

2 A. Yes, I do.

3 Q. Are you aware of any reporting requirements  
4 that US West has in the state of Washington with  
5 respect to reporting held orders for retail services?

6 A. I personally am not aware, no.

7 Q. Do you know whether any other US West  
8 witness in this proceeding would have that knowledge?

9 A. Probably Mr. McIntyre would be the best  
10 person to ask that of.

11 MS. SMITH: Thank you. Nothing further.

12 JUDGE WALLIS: Questions from the bench?

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

14 BY COMMISSIONER HEMSTAD:

15 Q. I want to pursue the type of hypothetical  
16 that you just asked. Let's take a more extreme case,  
17 the most extreme. Assume, for the purposes of the  
18 hypothetical, that US West were unable to respond  
19 because of lack of facilities 100 percent of the  
20 time. Would that be reasonable?

21 A. First of all, Your Honor, I really think  
22 that the hypothetical is really stretching it in  
23 terms of understanding that that's -- we would be out  
24 of business, so we wouldn't operate that way, and I  
25 really didn't like answering to the first

00537

1 hypothetical, because that's not how we would  
2 operate, even if it was at 50 percent.

3         So to me, as a business person, I would say  
4 no, that's not reasonable. I want to stay in  
5 business. So I would do everything in my power and,  
6 as the leader of the AT&T account team servicing this  
7 customer, I do everything in my power to get service  
8 to this customer.

9         Q. Well, so you would see yourself as being  
10 out of business, and therefore, if you were unable to  
11 respond 100 percent of the time, that would be  
12 unreasonable?

13         A. Yes, because we wouldn't have a business to  
14 respond with.

15         Q. Okay. That's the term that's used in the  
16 tariff, and I suppose the issue is what kind of  
17 content is to be given to the term of a reasonable  
18 response from the company, which, in the  
19 circumstances, perhaps goes to the heart of the case  
20 here, and at what level of the ability to respond or  
21 to request meets the tariff requirement, or is that a  
22 measure that is impossible to quantify?

23         A. No, I don't think it is. Let me see if I  
24 can help explain this. I think what we're looking at  
25 here in this case is two different ways of measuring



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1 what's reasonable and what's on time. And when  
2 you're dealing with design services that need design  
3 and circuit layout and engineering, it's our  
4 contention that you should measure on-time  
5 provisioning after that work is complete. And that's  
6 what we've been asking AT&T to work with us to allow  
7 us to do.

8           When you look at that measure and you look  
9 at it for the state of Washington -- or for the whole  
10 US West, we are performing very well, and that  
11 measure is in the high 80s to 90s in both of the  
12 categories that we're talking about. So I think  
13 that's very reasonable business and good performance.  
14 Can we do better and do we want to be better? You  
15 bet. We want to try to get as many of these orders  
16 in on time as we possible can.

17           So stepping back for just a moment to what  
18 I was saying, is that if you look at how you measure  
19 a complex service in the design service and then get  
20 it designed and then hold us accountable to that  
21 design and then are we doing a good job of meeting as  
22 many of those as we can, we accept that  
23 responsibility totally, and I think we're doing a  
24 good job of that. Do I and US West and my team want  
25 to do better? Yes, and we will continue to work with

00539

1 AT&T and all the carriers to do better. We want to  
2 win the business. It's a competitive market.

3 I think this Commission just set up six of  
4 your central offices as competitive marketplaces for  
5 these particular services, so we know we've got to do  
6 well. I hope that was responsive to your question.

7 COMMISSIONER HEMSTAD: That's all I have.

8 THE WITNESS: Okay.

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

10 BY CHAIRWOMAN SHOWALTER:

11 Q. I had questions really along the same line,  
12 trying to clarify the FOC and what is reasonable.  
13 Now, I understood your testimony to be that, with  
14 respect to AT&T, your procedure is to give them what  
15 I'll call a provisional FOC or preliminary FOC within  
16 24 hours, but then give them what I will call a  
17 definite or revised FOC after your design period, and  
18 that -- is that correct so far?

19 A. Yes, that is correct. And the provisional  
20 one is at their request.

21 Q. Right. And that the date that you are  
22 looking at is that second one, the revised, if it has  
23 been revised, but the FOC that you have after the  
24 design period, your view is that the Washington  
25 tariff or the federal tariff requires that that date

00540

1 be reasonable or just that the time that you  
2 ultimately get the equipment in is reasonable?

3 Do you feel you're required to give an FOC  
4 after design that is a reasonable date or get the  
5 facilities in the ground on a reasonable date?

6 A. Yes to both questions, I think. I think I  
7 see them almost the same.

8 Q. Okay.

9 A. Where we can give an FOC, where facilities  
10 are available, we will try to meet the standard  
11 interval or the customer desired due date,  
12 whichever's longer, but where we have to build  
13 facilities or find facilities, maybe a part is  
14 missing, to try to do that as fast as we possibly can  
15 so we get that service in. So in both cases, we need  
16 to be reasonable and do everything in our power to  
17 try to service this customer.

18 Q. Okay. Then you have provided evidence  
19 comparing your revised FOC, or final FOC, to the  
20 completion date for AT&T and the rest of your  
21 customers?

22 A. That's correct.

23 Q. Okay. Now, do you have -- a lingering  
24 question of mine is, well, how do the FOCs compare?  
25 Recognizing there could be many differences, but if

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1 you just take, for example, high-density areas, do  
2 you have any information on whether the FOCs that  
3 AT&T ultimately gets vary in any significant way from  
4 the FOCs that everybody else gets?

5 A. I think that was what we were trying to  
6 show in my Exhibit 9, which was the Commission's  
7 Exhibit C-211. And in that exhibit, we're talking  
8 about the parity of how we give an FOC, which is, in  
9 essence, the date. When we give an FOC, it really  
10 can be thought of as a service date. And how often,  
11 how well do we perform against -- on that date that  
12 we give AT&T against our retail customers and the  
13 rest of wholesale. And when we did the sort, and we  
14 did it twice, once in April and once in October, in  
15 both cases, the dates that we gave AT&T we did  
16 slightly better on than the rest of our retail  
17 organization and the rest of wholesale.

18 Q. Okay. I might be misunderstanding this,  
19 and you can show me. I had understood this to mean  
20 what percent of the time did you meet your FOC with  
21 AT&T versus the rest of the customers, but you're  
22 telling me this exhibit actually also shows what  
23 interval -- what time interval did AT&T get in terms  
24 of its FOCs? Because that's the information I'm  
25 after at the moment.

00542

1           A.     Okay.  Let me just look at this for a  
2 moment here.  If you go -- this chart is a little  
3 deceptive, and I think it does show you the average  
4 interval.  If you go in the backup chart on the back,  
5 there is an average interval column there, but the  
6 difference on taking a look at the average interval  
7 and this data is that, in this case, it includes all  
8 kinds of special projects.  It includes the ICB dates  
9 that we negotiated with AT&T for whatever purpose  
10 they want.

11                 So the average interval on this particular  
12 chart has to be thought of in context to the general  
13 negotiations that you have with such a large carrier  
14 around big projects and so on.

15           Q.     So you're referring me to page three of  
16 C-211?

17           A.     Yes, I am.

18           Q.     And you're looking at the second to the  
19 last column, called Average Interval?

20           A.     That's correct.

21           Q.     And does that show -- is it the bottom  
22 three numbers that show the AT&T average interval?

23           A.     That is the average interval that's  
24 included in this chart, but what this shows is that  
25 it also includes all the special projects,

00543

1 engineering, and ICB. And ICB is negotiated with  
2 AT&T. To get down to an apples to apples, I don't  
3 have that data available to really help you out with  
4 that question. I do know that when we give the  
5 interval, this chart shows that we meet it slightly  
6 more, slightly better than for our other carriers in  
7 retail.

8 Q. Right, but as to what goes into the  
9 interval, you're saying, from this chart here, one  
10 can't tell what the reason was for the --

11 A. For the length of the interval.

12 Q. -- for the interval, for the average  
13 intervals?

14 A. That's fair. I really can't tell you  
15 specifically how their intervals compare to retail or  
16 whatever.

17 Q. Does this page three, does this encompass  
18 both high-density and low-density areas?

19 A. Yes, it does.

20 Q. And is this switched and special?

21 A. This would be for DS1 -- on the first pages  
22 of the chart, you can see, on the very first chart,  
23 it shows DS1, DSO digital, and DSO voice.

24 Q. Okay.

25 A. So if the DS1 was used for switched, which

00544

1 it could be, it could include switched and specials.

2 Q. Okay. Let me just see if I have any more  
3 questions here. Well, I guess I'll just ask you a  
4 little bit more about reasonableness and what -- I  
5 think you did give some testimony about what goes  
6 into making a reasonable FOC in the case where there  
7 are no facilities. Can you elaborate on that some  
8 more?

9 A. Yes, what --

10 Q. Or why your procedure -- what your  
11 procedure is, I guess?

12 A. Okay. That's where I was going to go,  
13 because I think that makes it easier. When we get an  
14 order, let's say there's no facilities for the order.  
15 What the engineers do is they look to see are we  
16 going to have any disconnects, so look in the  
17 pipeline to see if something's coming that will free  
18 up pairs. If there are defective pairs in the cable,  
19 we'll sometimes dispatch people out to try to fix the  
20 pairs so we can free up pairs. If it does require a  
21 construction job, the job is funded and put into  
22 place so that we can do the build. If there's  
23 temporary services that we could groom -- for  
24 example, sometimes we work with AT&T or some of the  
25 other carriers where they can free up a circuit

00545

1 that's not being used. If this particular order is  
2 real important to them, they'll free up a circuit and  
3 we can use the facilities on an interim basis until  
4 the others are completed, or we will also even route  
5 the circuit through a different central office in  
6 order to try to get the order in.

7           So we do many steps from checking for the  
8 disconnects, checking for defective pairs, rerouting  
9 the circuits, grooming the network to try to free up,  
10 or do a build.

11       Q. You mentioned in your testimony that if  
12 there's a cornfield, it doesn't have facilities and  
13 you don't necessarily know that a development is  
14 going to go in, so you're not prepared to do that in  
15 the short run or in that instance. At a macro level,  
16 don't you know there's several cornfields around and  
17 developments that will go in, and how do you prepare  
18 for what is individually unexpected, but  
19 collectively, probably, could be anticipated?

20       A. We do quite a few things. One is our  
21 engineers, of course, look at the process that's  
22 being used in communities to identify growth areas,  
23 so we are very much monitoring where the growth is  
24 going to be. The other thing we do is work with our  
25 customers, whether they be retail or wholesale, and



00546

1 try to get forecasts as to where they're -- what they  
2 know. You know, are you planning on building a new  
3 campus in this community or in this cornfield. So we  
4 try to get ahead of the curve by working with the  
5 customers.

6         Forecasts are very important to us, because  
7 we don't always know where they're going to go or  
8 what they're going to do. So we do ask for forecasts  
9 in addition to just understanding, from the  
10 engineering process, looking at the growth of the  
11 community, trying to stay ahead of the demand.

12         Q. And so when facilities are unavailable in a  
13 given instance, is the reason for the delay that it  
14 just takes some time to get to that individual  
15 cornfield, or is another portion of it that, at a  
16 macro level, you haven't got the equipment, the  
17 manpower to deploy when the order comes up?

18         A. Well, it could be both. And let me just  
19 explain both. When you have to build to a given  
20 area, in some cases, you have to get right-of-ways,  
21 you have to get the conduit, you may need to work  
22 with the cities to dig up streets, and we can't just  
23 do that readily. We have to -- that takes time. You  
24 have to get the fiber. We run into things like we  
25 did this year, where there was a glass strike, so it

00547

1 was hard to get fiber, but we get it. So those are  
2 things that could delay us from a supplier  
3 standpoint. So it's right-of-ways, it's getting your  
4 splice, it's getting it actually built. It takes  
5 time to get out there and dig it and build it, pull  
6 the fiber through the conduit. So that's one piece  
7 that it just takes an amount of time to build  
8 something. It's like building a house. You're going  
9 to take a little time to get it all put together.

10 Could you be missing a piece of equipment  
11 that could cause a delay? Yes. For example, in the  
12 central office, there's a very large piece of  
13 equipment called a DACS, it's about a million dollar  
14 piece of equipment, and that's where you terminate  
15 DSIs. When that's full, you've got to order another  
16 one, and we try to stay ahead of those. But they  
17 have to be built and sent to us and installed. So  
18 you could be missing that piece of equipment in  
19 finishing off the order.

20 Q. Let me make sure -- oh, Exhibit 220 is one  
21 of your exhibits, right; is that right?

22 A. It was one that --

23 Q. That you testified about?

24 A. Ms. Proctor gave me this one to look at,  
25 yes.

00548

1 Q. Right. Could you turn to that?

2 A. Sure.

3 Q. I think there was some testimony that the  
4 cover sheet calls this a summary of held orders, but  
5 I think you said that this -- what's actually in this  
6 exhibit includes held orders, but also includes more  
7 than held orders?

8 A. Yes, it does.

9 Q. Is there any way, just eyeballing the items  
10 in this exhibit, where one can tell what's held or  
11 what isn't?

12 A. Yes, if you want to take a look at the very  
13 top one, and you go to Column K, as in kangaroo, it  
14 would be the very first one at the top.

15 Q. You mean -- okay, it's on the second page?

16 A. Yeah.

17 Q. Because it goes over?

18 A. Mm-hmm.

19 Q. Yes, I see K.

20 A. Was order ever held. And if there's a yes  
21 in that column, that would be an indication that  
22 there was a held order.

23 Q. All right. So if you tallied the yeses in  
24 Column K, you would get held orders?

25 A. Yes, you could get a profile of held

00549

1 orders.

2 Q. All right. And then, of the items where  
3 there's a yes in the K column, is there any way to  
4 tell from this exhibit which ones were held due to  
5 lack of facilities or not? Does this chart include  
6 reasons?

7 A. If you go to Column T, as in Tom, it gives  
8 a reason for delay.

9 Q. Mm-hmm, okay.

10 A. You'd have to match it up. And I think it  
11 would be better looked at on a spreadsheet, I  
12 believe, but it looks like you could make some  
13 determination there why it was held, was it for  
14 engineering or construction. So in those cases, that  
15 would be a facilities issue.

16 Q. So in general, where it says ENG or CONST,  
17 that would indicate a lack of facilities?

18 A. Or engineering, yes.

19 Q. So ENG is --

20 A. ENG is engineering and construction; right.

21 Q. Right. And are there any other codes in  
22 here where that is the -- that would indicate a lack  
23 of facilities?

24 A. I don't believe so, but let me just take  
25 one more look. I think that's pretty complete.

00550

1 Q. Okay. And then, continuing on, if we  
2 tallied those with a yes in Column K and an  
3 engineering or construction in Column T, is there any  
4 way to tell from this chart which ones are in  
5 high-density areas and which are in low?

6 A. Not from this chart, no. You'd have to  
7 actually go in and look at each order.

8 Q. Okay. And likewise, is there any way to  
9 tell which are switched and which are not?

10 A. Again, you'd have to look at each order.

11 Q. By looking at each order, you mean it's not  
12 evident from this exhibit?

13 A. Correct.

14 Q. You'd have to go back to some other  
15 document; is that correct?

16 A. Yes, I believe so. The type of the  
17 technology or the service type is listed on here, but  
18 it doesn't tell you whether it's used for switched or  
19 special.

20 Q. Okay. So the most that can be gotten from  
21 this, for purposes of my question, is that it does  
22 show held orders and it does show the reason. And if  
23 the reason is engineering or construction, that means  
24 it's due to lack of facilities?

25 A. Yes.

00551

1 Q. But it doesn't distinguish between switched  
2 and special and it doesn't distinguish between  
3 high-density and low-density?

4 A. That's correct.

5 Q. Okay. And then, one other question about  
6 this exhibit. I understood you to say this was for  
7 all of 1999; is that correct? This was a -- this  
8 covers the calendar year 1999?

9 A. I'm not sure if it does cover the whole  
10 year 1999. I believe that's -- no, it doesn't,  
11 because there's some 1997 in here, also.

12 Q. Oh, all right. So it covers more than --  
13 does it cover at least 1999?

14 A. Yes, there's 1999 in here. I don't know if  
15 it's fully complete to 1999.

16 Q. Okay, so all right. Then it's for a time  
17 period that begins in '97 and ends somewhere in '99

18 --

19 A. That's correct.

20 Q. -- at least. Then I also wasn't clear  
21 whether, for the time period of this exhibit, is this  
22 the universe of AT&T orders or is this just a file of  
23 AT&T orders?

24 A. It is not the universe. It is simply a  
25 file that our Des Moines center keeps. When an order

00552

1 is escalated or is held and it comes into the Des  
2 Moines center, the SDC will open this -- put this  
3 into the file, so he or she can track it to get it  
4 completed. So that's what this is. It's a mixture  
5 of escalations and held orders.

6 Q. What is an escalation?

7 A. An escalation is usually a situation where  
8 an order has been missed and AT&T has called in and  
9 said, Can you help us get this order in place.

10 Q. So does this include no more than  
11 escalations and held, or is there an additional set  
12 in this exhibit?

13 A. No, it's just escalations and held.

14 Q. So there is another group of orders not in  
15 this exhibit which would be maybe the ones that went  
16 just smoothly?

17 A. That's correct.

18 Q. Okay. Well, then, back with -- this is  
19 only escalations and held, it's only the escalations  
20 and held orders that were handled through the Des  
21 Moines office?

22 A. Right, it would be the -- in order to have  
23 gotten into this pile here, AT&T would have had to  
24 call the Des Moines center and it would have been put  
25 into the SDC's file to follow up on and monitor it to

00553

1 make sure that that order got completed.

2 Q. Is there any reason to think that the held  
3 orders in this exhibit are different from held orders  
4 that were processed through other means? Is there  
5 anything special about the -- or unusual about the  
6 Des Moines center?

7 A. No, the Des Moines center is where all AT&T  
8 orders are processed. That center's dedicated to  
9 AT&T. So all orders come in there, and our service  
10 delivery coordinators, SDCs, process their orders  
11 down there. So this would be just a piece of the  
12 work that they would work on.

13 Q. Does that mean that this exhibit, for the  
14 time period it represents, likely has all or nearly  
15 all of AT&T's orders that are either escalated or  
16 held?

17 A. It probably has the majority of those that  
18 are escalated. It may not have all those that are  
19 held, because they may not have called on all of the  
20 held orders.

21 Q. Okay.

22 A. So it would be from a call to the center.

23 Q. All right. Now, then, do these exhibits --  
24 these items in this exhibit constitute a subset for  
25 the 1999 year of the orders -- the number that was



00554

1 explained in the footnote of your testimony?

2 A. Yes, it would be. They would be a subset.  
3 The number in my footnote was for Washington, and  
4 this would be a subset of those orders.

5 Q. So the footnote contains all orders, all  
6 DSO, DS1 and 3 orders that AT&T requested from US  
7 West in 1999; is that correct?

8 A. Yes, with one correction. It's all the  
9 orders that we completed for them in 1999. So they  
10 may have requested it in 1999, but it may not yet be  
11 complete. So it's all orders that we completed in  
12 1999.

13 Q. Okay. So if there are any orders that were  
14 held over into the year 2000, they might be reflected  
15 in Exhibit 220, but not reflected in your footnote  
16 figure?

17 A. They might be, yes.

18 Q. But as for what kind of subset this exhibit  
19 is, it's no more than the calls that the -- the items  
20 that were handled through the Des Moines office?

21 A. That's right.

22 CHAIRWOMAN SHOWALTER: Okay. Let me just  
23 see if I've got any more here. I think that's all I  
24 have. Thanks.

25

E X A M I N A T I O N

00555

1 BY COMMISSIONER HEMSTAD:

2 Q. Just a point of clarification. The Des  
3 Moines center, is that Iowa or Washington?

4 A. Well, I hate to say it's in Iowa, but it  
5 is.

6 Q. So you handle all AT&T requests for the  
7 entire US West system out of that center; is that  
8 right?

9 A. Yes, all of the orders come in from all  
10 over AT&T into our Des Moines center. And then, from  
11 Des Moines center, they're dispatched to the  
12 appropriate departments to complete. They're sort of  
13 the control center.

14 COMMISSIONER HEMSTAD: Thank you.

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

16 BY JUDGE WALLIS:

17 Q. You have mentioned that it is sometimes  
18 necessary to engage in construction or the purchase  
19 of rights-of-way in order to fill orders.

20 A. Yes.

21 Q. To what extent do financial considerations  
22 figure into the timing and the decisions on  
23 completing an order that requires construction or  
24 rights-of-way?

25 A. They clearly do come into consideration,

00556

1 because the bottom line is we're still a business,  
2 and if -- let's say that somebody wants a one-circuit  
3 on the top of a mountain and it's going to cost us  
4 \$15 million to build that circuit -- and we have had  
5 cases just like that, I'm not making that one up --  
6 we would take a look to say does the revenue offset  
7 the expense and is that a good use of our dollars,  
8 especially when we're required to build services and  
9 have services available for our basic exchange  
10 customers. So we do take that into extent.

11           However, I would say that even when those  
12 are very difficult situations, and we've had one in  
13 Colorado where it's cost us about 15 million to build  
14 to a community called Durango. We are doing that,  
15 because we believe it's in the best interests of the  
16 customers there and our business. And that one  
17 happens to be a very difficult build. It's about 197  
18 miles, and the last three miles are through Indian  
19 burial rights, so we have to get the tribes to agree  
20 to let us come across.

21           So all of those circumstances, financial  
22 and procuring the rights, come into play when we take  
23 a look at trying to construct these services.

24           Q.    To what extent is budget a factor?

25           A.    Every year, we're given a budget based on

00557

1 the projected growth and demand for the business, and  
2 we try to make sure that we use that judiciously. If  
3 I need more, if I've got customers that want services  
4 and I need more money, I go get it. My job is to go  
5 find the money in the business.

6 Q. If I recall correctly, it's your testimony  
7 that when you make decisions of this sort, you do so  
8 irrespective of whether it's for your own primary  
9 direct customers, as US West, or for AT&T? You,  
10 institutionally, that is?

11 A. Yes, that's correct.

12 Q. Did you either prepare or assist in  
13 preparing the response to AT&T's Discovery Request  
14 Number 11, which is Exhibit 221? It's the cover page  
15 and the second page of that exhibit.

16 A. I believe your question was did I prepare  
17 it or did I assist in preparing it?

18 Q. Yes.

19 A. No, I did not.

20 Q. Have you read that document?

21 A. Yes, I have.

22 Q. I'm interested in the interplay between  
23 that response and the information that you presented  
24 in your Exhibit C-211, because the response seems to  
25 indicate that US West does not keep certain records,

00558

1 and yet Exhibit 211 seems to portray records that  
2 could have been kept in the manner that the response  
3 indicates is not feasible or possible or done. Can  
4 you explain whether there is any discrepancy between  
5 those?

6 A. Yes, I can. My Exhibit C-211 was done at  
7 AT&T's request. I believe they asked us for that  
8 around the April time frame, and I had to do a  
9 separate pull to go in and get that information. It  
10 took us a while to get it, because it isn't a  
11 systematic report that we have. So I don't believe  
12 there is a discrepancy in the response to 221 and the  
13 special request that we got from AT&T. What we did  
14 was we tried to respond to them by doing a special  
15 pull.

16 Q. Is it the same kind of special pull that  
17 would have been required for a complete response to  
18 exhibit -- to the data request in Exhibit 221?

19 A. I don't know how we would have gotten to  
20 try to get to a complete response to that exhibit, to  
21 be honest with you. I can go in through my Des  
22 Moines center and try to look at the AT&T orders.  
23 I'm not sure how we would get to respond to this,  
24 because we don't systematically do that.

25 Q. But the Exhibit 211 not only looks at the

00559

1 AT&T orders, but it also compares those orders with  
2 orders of other customers; is that not true?

3 A. Well, let me just make sure -- Exhibit 221  
4 -- or the Exhibit 221 talks about held orders. My  
5 exhibit is about missed due dates. So I think  
6 there's a distinction there.

7 Q. What is that distinction?

8 A. Well, what that is saying is, after we've  
9 given the customer a due date after FOC, did we or  
10 did we not meet that date. So it's not measuring  
11 held orders; it's just measuring did we or did we not  
12 meet that date. This interrogatory is asking for the  
13 universe of held orders, whether they would be missed  
14 or not missed. Let me --

15 Q. So a held order may be one that has been  
16 placed, but you have either made no final order  
17 commitment or that commitment time has not yet  
18 occurred and it's being held for reasons other than  
19 necessarily related to the occurrence or not  
20 occurrence of the final order commitment date?

21 A. That's correct.

22 Q. Okay.

23 CHAIRWOMAN SHOWALTER: Can I follow up on  
24 that?

25

E X A M I N A T I O N

00560

1 BY CHAIRWOMAN SHOWALTER:

2 Q. As I look at Exhibit 211, the third page,  
3 the total numbers, which was the number of orders, I  
4 take it that this is a much bigger number than some  
5 of the other numbers we've been talking about, in  
6 that I assume if this is all the DS1, DSO orders,  
7 they might have just gone swimmingly?

8 A. Yes.

9 Q. And so you met the due date. So they're  
10 included in here?

11 A. That's correct.

12 Q. So it's not -- but it is complete, I take  
13 it, in the sense that this is your universe of DSO  
14 and DS1 orders?

15 A. That's correct. This would be the universe  
16 through the October year-to-date time frame for the  
17 DS1, DSO digital, and DSO voice.

18 CHAIRWOMAN SHOWALTER: Thanks.

19 JUDGE WALLIS: Would we prefer that  
20 follow-up cross occur before redirect?

21 MS. ANDERL: Yeah, that makes sense.

22 Thanks.

23 MS. PROCTOR: Staff, why don't you go  
24 ahead.

25 JUDGE WALLIS: Ms. Smith.

00561

1 MS. SMITH: Thank you.

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

3 BY MS. SMITH:

4 Q. Ms. Halvorson, if I could turn your  
5 attention back to Exhibit Number 220, it was a  
6 cross-examination exhibit, the stack of pink papers,  
7 and this is the data response with respect to  
8 documents related to AT&T's held orders for  
9 Washington; correct?

10 A. Yes, it is.

11 Q. And I believe the Chairwoman asked you  
12 whether it was possible to tell from these documents  
13 whether any of these orders were in high-density or  
14 low-density areas; is that correct?

15 A. Yes.

16 Q. And I believe your answer was there was no  
17 way to tell?

18 A. That's what I believe, yes.

19 Q. On the second page of one of these  
20 documents, there's apparently lettered columns, and  
21 on the second page, there's a Column Number I, that  
22 says Serving Wire Center?

23 A. Yes.

24 Q. And in this document, that column is blank?

25 A. That's correct.



00562

1 Q. And if you would cull through some of the  
2 other documents in the stack, in fact, that column  
3 does have a wire center identified, does it not?

4 A. It might. I'd have to go through them. I  
5 was responding to the Chair's question, looking at  
6 this first one, so I apologize if I -- you could  
7 probably extrapolate that to get to an urban and  
8 rural-type wire center.

9 Q. So my question is, then, with respect to  
10 the serving wire center column, is it possible for US  
11 West to produce a serving wire center for each of the  
12 orders in this exhibit?

13 A. I'm not sure, because of the time frame of  
14 some of these. As I said, this is a file that's  
15 opened when the SDC gets the call. So there may be a  
16 time frame that's not available. If it's available,  
17 we could potentially try to look up each and every  
18 one of these and answer that question, if it's  
19 available.

20 Q. Why would it not be available?

21 A. Just that the timing of the file is no  
22 longer available. These are orders back to '97 that  
23 are closed out or we may not have that in the system.

24 Q. Would you explain why, on some of these  
25 documents, the serving wire center is identified, and

00563

1 on others, it is not?

2 A. Yes, I think I said this was the working  
3 tool of the SDC in the Des Moines center. When they  
4 get a call from the customer, they use this to track  
5 that customer call to make sure they respond to it  
6 and get the order in. So the SDC may not need to  
7 know what wire center they're working with. They  
8 just want to get that order in. So they may not have  
9 populated all the fields if it wasn't relevant to  
10 answering the customer's question. This is strictly  
11 a tool that the SDCs use.

12 MS. SMITH: Staff would ask for a record  
13 requisition, that to the extent possible, US West  
14 provide the wire center on these orders in this  
15 exhibit.

16 MS. ANDERL: Your Honor, we'll be happy to  
17 make a further inquiry to see whether those records  
18 exist. To the extent that they didn't print out when  
19 we printed the file, I don't know that there's any  
20 more to know, but we'll certainly check and produce  
21 it if it's available.

22 JUDGE WALLIS: While we're discussing this  
23 exhibit, is the information portrayed in the exhibit  
24 available in digital format in some language that  
25 ordinary computers understand?

00564

1 MS. ANDERL: Sure looks like it was born on  
2 a computer. We'll check on that, as well.

3 JUDGE WALLIS: And if so, could you also  
4 supply that as -- why don't we just call that Record  
5 Requisition Number Two.

6 MS. ANDERL: So number one is Ms. Smith 's  
7 request, and number two is the electronic format of  
8 the same data?

9 JUDGE WALLIS: Yes.

10 MS. ANDERL: Yes, Your Honor. We'll  
11 undertake to check. And it may be that it's either  
12 all available or all not available or some period of  
13 time. And we'll let you know what we find out.

14 JUDGE WALLIS: Very well. Thank you.

15 Q. And my next set of questions are follow-up  
16 questions with respect to your testimony in response  
17 to questions from the bench regarding Exhibit C-211?

18 A. Yes.

19 Q. And on the third page of that exhibit,  
20 there are a number of columns. And the first column  
21 is labeled Entity?

22 A. Yes.

23 Q. And USW stands for US West; correct?

24 A. That's correct.

25 Q. What does ATX stand for?

00565

1 A. That's the code for AT&T.

2 Q. And what particular numbers on this exhibit  
3 relate to the orders contained in Exhibit 220?

4 A. Go to the one, two, three, four -- fifth  
5 column over, it says Number of Orders.

6 Q. Yes.

7 A. This is the universe for AT&T for US West,  
8 so you'd have to take a subset of that to get to the  
9 Washington-specific orders.

10 Q. Would those be the bottom three lines?

11 A. Yes, if you go across, ATX, DSO digital,  
12 333, and then just follow those lines down.

13 Q. Okay. And the information contained on the  
14 third page in that exhibit relates to year 1999 only;  
15 is that correct?

16 A. It's year 1999 only, and it's year-to-date  
17 through October 18th.

18 Q. Thank you. I'm sorry, perhaps one more.  
19 And I believe what's my last question, on the three  
20 lines above the bottom three lines on that page, in  
21 the third column over, it says WN, and it looks like  
22 "less than AT&T." What does that stand for?

23 A. Okay. Maybe I could just help you with  
24 that whole column. Retail, wholesale at the top,  
25 it's the third column over. RM stands for the retail

00566

1 markets, wholesale markets less AT&T. When AT&T  
2 asked us to produce this document, they wanted to see  
3 retail, they wanted to see AT&T, and they wanted to  
4 see wholesale less AT&T. They actually wanted us to  
5 show them Sprint, MCI, AT&T, but we said we can't do  
6 that, because that would be disclosing other  
7 customers' performance levels. So we said we'll show  
8 you wholesale, less AT&T.

9 MS. SMITH: Thank you.

10 CHAIRWOMAN SHOWALTER: Now I'm confused  
11 again.

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

13 BY CHAIRWOMAN SHOWALTER:

14 Q. Is C-211 data on page three, is that  
15 region-wide or Washington State?

16 A. That's region-wide.

17 Q. Okay. And is C-220, for what it is,  
18 region-wide or Washington State?

19 A. I believe it's all Washington. Let me just  
20 flip through, but if you look down that third column  
21 over, it says Actl State on the top of page three.

22 Q. I see.

23 A. It should say Washington, so I believe this  
24 is just Washington.

25 Q. So this is just Washington, just held and

00567

1 --

2 A. Escalated.

3 Q. -- escalated orders, but only those that  
4 have been called into the Des Moines office?

5 A. That's correct.

6 CHAIRWOMAN SHOWALTER: Thank you.

7 JUDGE WALLIS: Ms. Proctor.

8 MS. PROCTOR: I'm sorry, was the Chair  
9 finished?

10 CHAIRWOMAN SHOWALTER: Mm-hmm.

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

12 BY MS. PROCTOR:

13 Q. Okay. On our big fat exhibit, are you --  
14 the Chair asked you -- I'm sorry, Chairwoman asked  
15 you --

16 CHAIRWOMAN SHOWALTER: That's okay.

17 MS. PROCTOR: It's just the concept of a  
18 chair asking you anything was just suddenly wild in  
19 my mind. I'm sorry. Clearly not enough to do.

20 CHAIRWOMAN SHOWALTER: Sometimes I feel  
21 like a chair.

22 MS. PROCTOR: But a very elegant one.

23 Q. The Chair was asking you about how to  
24 determine from the big fat exhibit what a held order  
25 was, and I was wondering, isn't a held order, by the

00568

1 definition provided in Exhibit 222, an order for  
2 which there are not facilities?

3 A. Yes, an order goes held if there aren't  
4 facilities to complete it.

5 Q. Okay. So then, every order that was held  
6 is being held, by definition, because there were not  
7 facilities of some kind, whether it be local or  
8 interoffice or switching or whatever. There's a  
9 number of kinds of facilities, but it is, by  
10 definition, lack of facilities?

11 A. That's correct.

12 Q. Okay. Now, you were also asked about  
13 whether it's possible to tell whether these orders  
14 are for special or switched access. And I believe  
15 you responded, Not without looking at the orders.  
16 Are you aware of the fact that -- I'm sorry, do you  
17 have that area of inquiry in mind?

18 A. Yes, I do.

19 Q. Okay. Are you aware of the fact that the  
20 AT&T purchase order numbers have intelligence built  
21 into them to the extent that you can tell from the  
22 beginning three initials whether it is special or  
23 switched?

24 A. I was not aware that you could actually  
25 tell that from the first three initials, because we

00569

1 work off of our C order. When I work with AT&T, they  
2 just give my a PON number and a C order. I've never  
3 questioned as to what the elements are in that  
4 number.

5 Q. Would you be willing to accept, subject to  
6 your check, that the initials WEM are used by AT&T in  
7 its purchase order numbers to designate switched  
8 access? And Charlotte can tell you that.

9 A. Subject to check, I'd be glad to understand  
10 that.

11 Q. Okay. And in your Exhibit C-211, on the  
12 third page, when you were talking about the universe  
13 of orders, you were talking about the fact that, for  
14 the wholesale market, that includes special projects  
15 and individual case basis orders. Do you recall that  
16 area --

17 A. I believe that --

18 Q. -- in your testimony?

19 A. I believe that reference was to the AT&T  
20 orders include special projects. The universe is all  
21 orders, but included in AT&T is orders where we've  
22 negotiated special intervals, ICB intervals.

23 Q. And you would also negotiate ICB intervals  
24 and have special projects with MCI and Sprint,  
25 wouldn't you?



00570

1 A. That could occur, yes.

2 Q. It could occur or it does occur?

3 A. In my experience, since I have all three of  
4 the accounts, it's far more on the AT&T account than  
5 it is on the MCI and Sprint.

6 Q. Okay. But if those had occurred in this  
7 time period, those orders would be in the universe of  
8 orders, as well?

9 A. Yes, they would.

10 Q. Okay. And the same with respect to your  
11 retail customers. With retail customers, you have  
12 individual case basis negotiated intervals, don't  
13 you?

14 A. Yes, we do.

15 Q. I'm sorry. I mean you, US West?

16 A. Yes, we do.

17 Q. Okay. And you, with retail, large retail  
18 customers, US West would also have special projects,  
19 large projects?

20 A. Yes, we do. And I worked in that unit for  
21 quite some time, so I'm also familiar with that.  
22 Again, because of just the size of AT&T, AT&T has far  
23 more than they do, they meaning retail and our other  
24 two large carriers.

25 Q. But in the case of the retail customers,

00571

1 any of those types of projects in negotiated  
2 intervals would also be in the universe of those  
3 orders?

4 A. Yes, they would.

5 MS. PROCTOR: Okay. Thank you. That was  
6 all I had.

7 MS. ANDERL: Redirect?

8 JUDGE WALLIS: Ms. Anderl.

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

10 BY MS. ANDERL:

11 Q. Ms. Halvorson, you were asked a number of  
12 questions about Exhibit C-211. And is it correct  
13 that in addition to providing the first report to  
14 AT&T in the June time frame, US West provided the  
15 entire document to AT&T in discovery in the October  
16 time frame?

17 A. Yes, we did.

18 Q. And subsequent to that time, to your  
19 knowledge, has US West prepared additional reports  
20 and filed a supplemental response to the data request  
21 that originally generated these reports?

22 A. Yes, we did.

23 MS. PROCTOR: Objection.

24 MS. ANDERL: Your Honor, I'm going to ask  
25 to approach the witness and hand her a document.

00572

1 JUDGE WALLIS: Let's deal with the  
2 objection.

3 MS. ANDERL: Okay.

4 JUDGE WALLIS: Ms. Proctor.

5 MS. PROCTOR: Yes, this purported update to  
6 the data request was provided to AT&T on Friday  
7 afternoon, that is, January 28th. It is not a  
8 document which is normally provided to AT&T in the  
9 performance reporting process, which is in place  
10 between the companies. And Ms. Anderl has marked  
11 this exhibit in connection with cross-examination of  
12 Mr. Wilson.

13 We object to the document because it's  
14 obvious that US West is attempting to get into the  
15 record material that could have been and should have  
16 been provided in its direct testimony, not in  
17 something that was served upon AT&T a day before the  
18 hearing, when AT&T has no opportunity to inquire into  
19 the document, conduct discovery on it, or anything  
20 remotely like that.

21 Obviously, Ms. Anderl or Mr. Wilson is not  
22 going to be able to lay a foundation or authenticate  
23 the document. She's obviously attempting to do that  
24 now through her own witness.

25 MS. ANDERL: Your Honor, I believe if I

00573

1 were permitted to ask some questions of Ms.  
2 Halvorson, we would easily establish that this data,  
3 in fact, could not have been provided in US West's  
4 direct testimony, nor even in its rebuttal, because  
5 it is year-end 1999 data, that it was provided to  
6 AT&T -- at least a portion of that document was  
7 provided to AT&T at AT&T's request. The rest of it  
8 was provided to AT&T discovery. It was provided the  
9 day after the calculations and data became available  
10 to US West.

11 And I believe that, based on the questions  
12 that Ms. Halvorson has been asked in  
13 cross-examination by both Counsel and the bench, it  
14 is appropriate to ask her to authenticate that  
15 document and, in fact, to admit it.

16 JUDGE WALLIS: I think it's proper to allow  
17 the inquiry, and Ms. Anderl may proceed.

18 Q. Ms. Halvorson, do you have before you  
19 what's been marked as Cross-examination Exhibit  
20 C-125?

21 MS. PROCTOR: Excuse me, Your Honor. Could  
22 I just ask for some clarification? If we're going to  
23 have a new exhibit admitted on redirect, are we going  
24 to be afforded the opportunity to conduct any further  
25 examination on it?

00574

1 JUDGE WALLIS: If you believe it's  
2 necessary, you may request that opportunity.

3 MS. PROCTOR: Thank you.

4 Q. Exhibit C-125, in the lower right-hand  
5 corner.

6 A. Yes.

7 Q. Do you recognize that as a supplemental  
8 response to Data Request Number 18, provided by US  
9 West to AT&T on January 28th, 2000?

10 A. Yes, I do.

11 Q. Okay. And do you recognize those reports?

12 A. Yes, I do.

13 Q. Is it correct, Ms. Halvorson, that there  
14 are essentially three reports there, as identified in  
15 the data request response, one of which shows US West  
16 provisioning region-wide to all customers, one of  
17 which shows US West provisioning region-wide to AT&T,  
18 and the third of which shows US West provisioning to  
19 AT&T in Washington for the year 1999?

20 A. That's correct.

21 Q. And was that document prepared under your  
22 direction and control?

23 A. Yes, it was.

24 Q. And was there a portion of that document  
25 that was provided to AT&T at AT&T's request?

00575

1           A.    Yes, early -- when we provided the document  
2 C-211, the chart that shows that we were not  
3 discriminating against AT&T, at that same meeting we  
4 provided the first -- I believe it was the first four  
5 or five months of data showing our performance  
6 against the due date that was developed after the  
7 design process was done.  And the reason we gave them  
8 that at that time was to try to encourage the  
9 business-to-business discussion about getting us to  
10 -- allowing us to give the engineering group time to  
11 actually design the circuit before we turned back a  
12 date, and then hold us accountable to that date.

13           Q.    And when was US West able to obtain  
14 year-end 1999 data and actually complete the  
15 preparation of those reports?

16           A.    I believe John Green, my statistician, was  
17 able to get at that data either Wednesday or Thursday  
18 of last week.

19           MS. ANDERL:  Your Honor, I move the  
20 admission of Exhibit C-125.

21           MS. PROCTOR:  Your Honor, I again object.  
22 We spent all day yesterday arguing over column  
23 headings, and Counsel for US West was very clear in  
24 her objection of how she had been prejudiced.  I  
25 don't think in the time that I've been practicing

00576

1 here in Washington, which is about five years in this  
2 forum, that I have ever seen a document admitted on  
3 redirect, which is a document created or produced --  
4 I'm sorry, I don't mean created -- produced by a  
5 party that is admitted this late in the proceeding.

6 Had US West wanted to rely upon these  
7 documents, they should have done so in their direct  
8 testimony or, at a minimum, their rebuttal testimony;  
9 not in redirect, as their witness wants to get off  
10 the stand and get on a plane to Hawaii.

11 This document was served on us on Friday  
12 afternoon. We've had no opportunity to inquire into  
13 it. It is remarkably different from all of the  
14 documents that have been provided to AT&T to date. I  
15 think that it is -- it substantially prejudices AT&T  
16 on an issue which is central to the case, which is  
17 timely performance or failure of timely performance.  
18 And I would object to the inclusion at this point in  
19 the case.

20 JUDGE WALLIS: Ms. Anderl.

21 MS. ANDERL: Your Honor, my only response  
22 to that is the witness's testimony establishes that  
23 we could not have provided it any sooner than we did,  
24 and we believe it's relevant to all of the issues  
25 raised in this case, and we would ask the Commission

00577

1 to consider it. Year-end data isn't available until  
2 the end of the year, and US West's last round of  
3 testimony was due on January 11th. This data was not  
4 available then.

5 JUDGE WALLIS: Commission Staff.

6 MS. SMITH: Commission Staff is also  
7 concerned by the late date that this information has  
8 been or is being offered into the record. Obviously,  
9 Staff's expert has not had an opportunity to look at  
10 it either. In fact, not at all. And Staff believes  
11 it's just a bit too late to admit this document into  
12 the record.

13 JUDGE WALLIS: We're going to sustain the  
14 objection and rule that the document may not be  
15 received.

16 MS. ANDERL: Very well, Your Honor.

17 Q. Ms. Halvorson, you were asked questions by  
18 Ms. Smith yesterday about the meaning of facilities  
19 not available, and you described three areas where  
20 facilities might not be available, including the  
21 customer to the end office, within the central  
22 office, or on an interoffice facilities basis. Can  
23 you describe what types of facilities might not be  
24 available?

25 A. Yes. Let's take from the customer premise



00578

1 to the end office. You could perhaps not have the  
2 local loop be available. There could be repeaters on  
3 the lines, so it would need conditioning, because  
4 it's a digital service. You could have -- with the  
5 amount of digital that's out in the network, you  
6 could have capacity problems in your huts that are  
7 out in the field.

8 In the central office itself, I think I  
9 talked earlier about the big DACS units that cost a  
10 million dollars, those have to be ordered and not  
11 available. There could be plugs -- things that are  
12 pretty simple, likes plugs and cards that you need to  
13 get, keep up an inventory. And last year, there was  
14 a huge demand for those because of the growth in the  
15 central office due to all the demands on the network.  
16 And it was an industry problem, industry-wide, that  
17 we were having trouble with cards. So that could not  
18 be available in the central offices, basically  
19 equipment pieces.

20 And then, interoffice, you could have  
21 trunks that would not be available.

22 Q. Referring to Exhibit 220, the large stack  
23 of held orders, Ms. Halvorson, does this document  
24 include escalations on orders that were neither held  
25 nor missed?

00579

1 A. It could, yes.

2 Q. And under what circumstances might AT&T  
3 escalate an order that was neither held nor missed?

4 A. If they have a question on the order and  
5 they'll call in the system design center. Typically,  
6 an escalation does mean it's missed, but they could  
7 call in and escalate. Sometimes they'll call me or  
8 they'll call the design center or they'll call one of  
9 the account team people and ask us to help get a  
10 better date or to work something through for them.

11 Sometimes we've had situations where we've  
12 had several carriers involved. MCI may have a leg of  
13 the circuit, Sprint may have a leg of the circuit.  
14 Accounting gets called in to try to help facilitate  
15 the discussions between the carriers. So those would  
16 be other reasons why the Des Moines center would get  
17 calls and what potentially could be included.

18 Q. Is there any way to tell whether any of  
19 these orders were placed under the intrastate  
20 Washington tariff from the documents before you?

21 A. Not readily from the document, no.

22 Q. Now, you were asked some questions by Ms.  
23 Proctor yesterday about jeopardy codes?

24 A. Yes.

25 Q. Particularly K jeopardy codes?

00580

1 A. Yes.

2 Q. I want to ask you some questions about C  
3 jeopardy codes. Do you know or are you familiar with  
4 what jeopardy code C01 would mean, if that were a  
5 designation on a customer order?

6 A. Yes, that means the customer's not ready to  
7 receive the order.

8 Q. Is that the end-user customer or the  
9 carrier customer?

10 A. It could be both.

11 Q. And as a jeopardy code, what does C02 mean?

12 A. That's the end user. Generally, C01 is  
13 used for the carrier and C02 is used for the end  
14 user.

15 Q. And what about C03? What does that code  
16 mean?

17 A. That means a requirement change in the  
18 subscriber.

19 Q. Can you tell me a little bit more about  
20 that?

21 A. Perhaps they delayed the move or they need  
22 to get some piece of equipment, their PBX vendor's  
23 not ready. Something has changed in their  
24 environment that is causing them to not be ready to  
25 accept the order.

00581

1 Q. Do these customer jeopardy codes appear on  
2 the monthly performance reports that US West sends to  
3 AT&T, an example of which is provided in Exhibit  
4 C-224?

5 MS. PROCTOR: Your Honor, I'm going to  
6 object to this line of inquiry. The extent of my  
7 examination yesterday was, first of all, in Exhibit  
8 C-225, which only has on it K codes.

9 MS. ANDERL: Your Honor, Ms. Proctor asked  
10 about jeopardy codes. I don't think that that means  
11 the scope of redirect is necessarily limited to K  
12 codes. I think it's appropriately open to inquire  
13 about jeopardy codes in general. Furthermore, Ms.  
14 Proctor admitted today Exhibit C-224 in its entirety  
15 and asked questions about page 10, and it is my  
16 intent to ask questions about pages 11 through 18 of  
17 that document. I think that's appropriately opened  
18 on cross.

19 JUDGE WALLIS: The questions are  
20 permissible.

21 MS. ANDERL: I don't remember whether I had  
22 a question pending to my witness or not.

23 THE WITNESS: I believe you just were  
24 having me get the document, so I'm ready.

25 Q. Do you have Exhibit C-224 in front of you?

00582

1 A. Yes, I do.

2 Q. And looking at page 11, what is shown on  
3 pages 11 through 18 of that document?

4 A. These are all the orders that AT&T or their  
5 end-user customer was not ready to accept when we  
6 were ready to deliver to them.

7 Q. Does US West produce this information to  
8 AT&T at AT&T's request?

9 A. Yes. Again, in our meetings, in an effort  
10 to continue to improve service on both sides, since  
11 both sides of the -- both parties have a role here in  
12 making sure that the orders are completed, and  
13 because US West was making the point that when  
14 they're not ready, we are tying up our facilities and  
15 oftentimes having to send our installers out twice to  
16 premises when those installers could be provisioning  
17 service for someone else and those facilities could  
18 be used for someone else, that AT&T owned that  
19 problem and they asked us to produce the report that  
20 showed the orders, so that they could go back and do  
21 some process improvements to try to get that problem  
22 minimized.

23 Q. Are you aware of whether or not AT&T has  
24 used the information provided on pages 11 through 18?

25 MS. PROCTOR: Objection, speculation.

00583

1 MS. ANDERL: I asked whether the witness  
2 was aware, not what she thought.

3 JUDGE WALLIS: That question is allowable.

4 THE WITNESS: I don't believe, from the  
5 results, that it's evident that AT&T has done  
6 anything with this information, because the customer  
7 not ready problem is only getting worse.

8 Q. Has AT&T described to you any process  
9 improvements that they have implemented or attempted  
10 to implement as a basis -- as a result of US West  
11 providing these C jeopardy code information?

12 A. No, they have not.

13 Q. You described in -- well, no, let's stay on  
14 this exhibit for a moment. Turn back to page two, if  
15 you would for me, please. And just for convenience,  
16 let's go ahead and look at the last column for  
17 November 1999. The top line says Total Orders, and  
18 the next line says, Number Met DDD. What does the  
19 Number Meant DDD mean?

20 A. That's the number that actually met the  
21 customer desired due date.

22 Q. So does that number include orders where US  
23 West met its own committed due date, if that was  
24 different from the customer desired due date?

25 A. Yes, it could.

00584

1 Q. Okay. How would that work?

2 A. Let me make sure I understand your  
3 question. What you're asking me is could meeting the  
4 customer desired due date include orders that -- US  
5 West's date? If US West's date was the same as the  
6 customer desired due date, then, yes, it would be  
7 included.

8 Q. Right. And if US West's date were  
9 different from the customer desired due date?

10 A. It would not be reflected here.

11 Q. Okay. So from the number, the second line  
12 on that second page, where it says number met,  
13 desired due date, is that number necessarily  
14 representative of the number of orders that were  
15 filled that month?

16 A. No, and that is why we take issue. Again,  
17 you know, meeting the customer's desired due date is  
18 always an admirable challenge and goal, but it does  
19 not reflect the total numbers of orders that were met  
20 that month, because what we do is try to meet the  
21 date that we give them.

22 Q. If US West does not meet its due date that  
23 it provides to the customer and if its failure to do  
24 so triggers the eligibility of that customer for  
25 remedies that are set forth in the tariff, does US

00585

1 West apply those remedies to the customer's account?

2 A. Yes, we do. And in fact, in AT&T's case, I  
3 believe they received about -- I think it was around  
4 \$170,000 in service guarantees last year.

5 Q. Ms. Halvorson, let me ask you to take a  
6 look at Exhibit Number 227, and that's the memo, an  
7 e-mail message that Ms. Proctor asked you about.

8 A. Yes.

9 Q. Are you aware of what state that order was  
10 in?

11 A. Yes, this was in Gallup, New Mexico.

12 Q. And can you describe for the record what  
13 happened in that instance that's reflected in that  
14 e-mail message?

15 A. Yes. This was clearly an employee error.  
16 Our process is to take orders first come-first serve,  
17 based on application date. And somehow the Sprint  
18 order, by the mistake of an employee, was provisioned  
19 before an AT&T order that had come in earlier. So it  
20 is -- this is a mistake. It's a human mistake.  
21 We've corrected the employee. It is not our policy  
22 to do this, and in fact, our employees, and I state  
23 this in my testimony, annually get compliance  
24 training, which talks about discrimination. So this  
25 is something that we take very seriously. This



00586

1 situation has been addressed.

2 Q. Ms. Halvorson, Ms. Proctor asked you some  
3 questions about your testimony on page 13 of Exhibit  
4 -- sorry, I seemed to have lost your exhibit numbers  
5 myself here. Your rebuttal testimony.

6 MS. PROCTOR: C-214-T.

7 Q. C-214-T, page 13. Ms. Halvorson?

8 A. I have it, yes.

9 Q. Do you have the -- take a look at the  
10 paragraph that starts on line five.

11 A. Yes.

12 Q. Okay. And on line seven, in particular,  
13 you state, In each instance of which I am aware, US  
14 West made sure that parity was maintained and that  
15 orders were processed on a first in-first out basis.  
16 Did you have this order from New Mexico in mind when  
17 you gave that testimony?

18 A. No, I did not.

19 Q. Were you referring in that testimony to the  
20 instances described in the sentence above where  
21 carriers had specifically asked for special  
22 treatment?

23 A. Yes, I was.

24 MS. ANDERL: Okay. Your Honor, if I just  
25 might have a moment to review the exhibits.

00587

1 JUDGE WALLIS: Very well. May I use that  
2 for a quick question of clarification?

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

4 BY JUDGE WALLIS:

5 Q. On Exhibit Number 224, I see a code C40.

6 A. Yes.

7 Q. Can you tell me what that means?

8 A. Sure. There are two codes that were added  
9 this year, one -- the C40 is for project management.  
10 And what that constitutes is when there's a very  
11 large project that we're working with the carriers  
12 on, we don't want to show that as them not being  
13 ready, because actually what we're doing is working  
14 collaboratively on a project, where we're trying to  
15 get it in. So it's coded as C40, meaning it's the  
16 customer's big project.

17 JUDGE WALLIS: Thank you.

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

19 BY CHAIRWOMAN SHOWALTER:

20 Q. While she's looking there, can you just  
21 remind me again what CO3 was?

22 A. Oh, sure. CO3 is requirement change in  
23 subscriber, which means that what they originally  
24 ordered is no longer what they need. Something's  
25 changed in their environment, so they're making a

00588

1 change.

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

3 BY MS. ANDERL:

4 Q. Ms. Halvorson, do you have a crib sheet  
5 that tells you all the codes?

6 A. Yes, I do.

7 MS. ANDERL: We'd be happy to provide that  
8 as an exhibit, if that would be of assistance.

9 MS. PROCTOR: Hopefully yours is more  
10 copiable than mine.

11 MS. ANDERL: Not by much, but --

12 THE WITNESS: It's got my scribbles on it.

13 JUDGE WALLIS: If we can get a clean copy,  
14 why don't we call that late-filed Exhibit C-224.

15 Q. I don't know that it's confidential, is it?

16 A. No. Let's see. It says here, The  
17 information contained herein is confidential,  
18 proprietary, and should not be disclosed to  
19 unauthorized persons. It is meant for use by  
20 authorized representatives of US West Communications.

21 We do use this very much in our work with  
22 AT&T and our other carriers, so I think it's okay to  
23 give it.

24 MS. PROCTOR: Want to just call it C-229?

25 JUDGE WALLIS: I'm game for that, sure.

00589

1 MS. ANDERL: Good by me. We'll provide a  
2 copy of that, Your Honor.

3 JUDGE WALLIS: Thank you.

4 MS. ANDERL: That concludes my redirect.

5 JUDGE WALLIS: Are there any further  
6 questions?

7 MS. PROCTOR: Yes, just very quickly.

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

9 BY MS. PROCTOR:

10 Q. On the customer causes, Ms. Halvorson --

11 A. Is that C-224 again, the exhibit?

12 Q. No, I'm sorry. I'm not asking about  
13 jeopardy codes; just the whole issue of customer  
14 causes --

15 A. Yes.

16 Q. -- and the performance reporting. And I'm  
17 talking about the performance reporting by US West to  
18 AT&T. Customer causes do not count against US West's  
19 performance, do they?

20 A. Not as AT&T counts it, but the reason we're  
21 very interested in them and want to work with AT&T is  
22 that they are a delay in resources.

23 Q. I understand that part. I just wanted to  
24 make sure, on the report itself --

25 A. That's correct.

00590

1 Q. -- those are discussed as an issue, and  
2 that's analyzed in the causes, but it is -- it does  
3 not count against the performance that's reported in  
4 the beginning part of the report?

5 A. You're correct.

6 MS. PROCTOR: Okay, thank you. That was  
7 all.

8 JUDGE WALLIS: Is there anything further?  
9 It appears that there is not. Ms. Halvorson, thank  
10 you for appearing today, and you're excused from the  
11 stand.

12 THE WITNESS: Thank you very much.

13 JUDGE WALLIS: Let's be off the record to  
14 establish the length of our noon recess.

15 (Lunch recess taken from 12:30 to 1:45  
16 p.m.)

17 JUDGE WALLIS: Let's be back on the record,  
18 please, following our noon recess. Witness Kenneth  
19 Wilson has been recalled to the stand. Mr. Wilson,  
20 I'll merely remind you that you have previously been  
21 sworn under oath in this proceeding.

22 THE WITNESS: Yes, Your Honor.

23 JUDGE WALLIS: As a preliminary matter, the  
24 Commission yesterday ruled that one of the exhibits  
25 -- or a portion of one of the exhibits should be

00591

1 stricken, and that, in turn, has consequences for  
2 other exhibits. The parties have discussed and  
3 reached agreement on which portions of other exhibits  
4 and the direct testimony of the witness should be  
5 stricken, and I'm going to call on Ms. Anderl for a  
6 statement of those deletions.

7 MS. ANDERL: Thank you, Your Honor. With  
8 regard to Mr. Wilson's direct testimony, 101-C, the  
9 deletion begins at page 10, line five. The sentence  
10 that starts with, "Exhibit 8," all the way through  
11 the end of that sentence on line seven of that same  
12 page 10. Exhibit 110-C should be stricken in its  
13 entirety.

14 Exhibit 113-C will be replaced with a new  
15 document that will be designated as Exhibit C-126,  
16 which is also a scatter plot, as represented to me by  
17 AT&T, a scatter plot which does not contain any of  
18 the dates or information which are affected by the  
19 ruling, and it is to be clearly marked as a  
20 replacement to Exhibit C-113 and dated February 3rd,  
21 2000.

22 Further, in Mr. Wilson's reply testimony,  
23 which is Exhibit 112-C, his testimony beginning at  
24 page six, lines 15, the sentence that begins there on  
25 line 15 through the end of that sentence on line 16.

00592

1           Further, Exhibit 118-C, the third report --  
2 or the second report contained in that exhibit will  
3 have the columns entitled FOC and completion date  
4 stricken and counsel for both parties are instructed  
5 to make that designation with initials on the  
6 official copies of the exhibit.

7           And then that same report, which was  
8 reproduced as Exhibit Number 119-C for  
9 cross-examination will have the same redactions made  
10 to it in the same manner on the official copies. And  
11 I believe that concludes what we agreed upon.

12           JUDGE WALLIS: Thank you very much. Would  
13 there be objection to receiving Exhibit Number 126?

14           MS. ANDERL: No.

15           JUDGE WALLIS: Exhibit 126 is received.  
16 And now are we prepared to resume the  
17 cross-examination?

18           MS. ANDERL: Yes.

19           JUDGE WALLIS: Very well. Please proceed,  
20 Ms. Anderl.  
21 Whereupon,

22                           KENNETH L. WILSON,  
23 having been previously duly sworn, was recalled as a  
24 witness herein and was examined and testified as  
25 follows:

00593

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. In your reply testimony, which is 112-C, on  
6 page 16 --

7 A. Yes.

8 Q. In your calculation to reach your  
9 conclusions about the average interval to receive the  
10 first FOC --

11 A. Yes.

12 Q. -- what day did you begin counting?

13 A. Well, we took the application date and we  
14 took the date that the FOC was received and we did a  
15 subtraction. We also corrected for weekends and we  
16 tried to correct for holidays, as well.

17 Q. When you say you took the application date,  
18 did you take the application date or the issue date?

19 A. The date the order was placed.

20 Q. Okay. So would you understand that to be  
21 the issue date in AT&T terminology?

22 A. Yes. Well, I believe we're using them  
23 somewhat synonymously.

24 Q. Actually, Mr. Wilson, the purpose of my  
25 questions is to determine just that, and so maybe --



00594

1 A. It's the date that AT&T recorded that it  
2 placed the order.

3 Q. Okay. And if that occurred on February 1st  
4 at 4:00 p.m., would that date be recorded as February  
5 1st?

6 A. If that was the way it was entered in the  
7 AT&T data file, I did not check every order to see if  
8 those small minority of orders where that might have  
9 happened, whether in fact that was the date that they  
10 put in their log or they put in the next day.

11 Q. You do understand that the processes that  
12 US West has set up, orders received after 3:00 p.m.  
13 are counted as received the next day?

14 A. Yes, I do. However, AT&T generally sends  
15 bulk data transmissions and AT&T knows about the 3:00  
16 rule, so I am assuming that in most cases they are  
17 trying to get the data in in a timely manner.

18 Q. And what is the basis for that assumption?

19 A. Well, AT&T's business is to get its  
20 customer orders met in a timely fashion, and knowing  
21 that there is a 3:00 rule, they time their  
22 transmissions to work with that. I'm sure there are  
23 some that could be after 3:00.

24 Q. And the date, then, that AT&T sends the  
25 order over to US West is the day that you began

00595

1 counting from in all instances?

2 A. Well, we do a subtraction, so we don't  
3 essentially count day zero as a day. In other words,  
4 if the order was entered on February 1st and the FOC  
5 was received on February 2nd, that would be one day.

6 Q. Okay. But my point being is that you  
7 always began your count on the day that AT&T records  
8 indicate the order was sent to US West?

9 A. The order -- the date that was in the AT&T  
10 data is the date I used, yes.

11 Q. And what exhibit shows that date, which of  
12 your exhibits?

13 A. If we go back to another part of the  
14 Exhibit 118-C, there is a series of pages. Mine are  
15 labeled page one through 17. I believe the  
16 Commission had some copies that were labeled one of  
17 15 through 15 of 15, because of printing differences.  
18 So it's that set of data which shows the FOD date,  
19 which is actually the date that I'm using, and then  
20 it shows the other dates that we're discussing here.

21 Q. Right. And so FOD is firm order date?

22 A. Yes.

23 Q. Okay. Is that different from the date  
24 shown on the first page of that Exhibit KW-6 as the  
25 issue date? It's the very first page of that

00596

1 exhibit, which is the first report in that document?

2 A. It should, in most cases, be the same.

3 Q. Under what circumstances would it not be?

4 A. I would not know why it would be different,  
5 but you take a SOTS log and there are several dates  
6 in there, but I would assume that the dates would be  
7 the same in most cases.

8 Q. Did you check?

9 A. I didn't check that particular issue, no.

10 Q. If AT&T sends an order to US West on  
11 February 1st and that order is, for some reason, not  
12 complete, and US West has to go back to AT&T to ask  
13 for additional or clarifying or correcting data from  
14 AT&T, did you, nevertheless, count the February 1st  
15 date in your calculation on orders such as those as  
16 the firm order date?

17 A. In virtually every case in this data set,  
18 the way that it was prepared was using the last  
19 supplement. So when there were mistakes, the last  
20 supplement was used. And we did check that, and in  
21 virtually every case that's what was used.

22 Q. When was that not used?

23 A. It may not have been used in some cases  
24 where it was quite obvious that it was a US West  
25 problem that caused the order to be reissued, but

00597

1 here's one of the places where I indicated that the  
2 data that I checked indicated that Mr. MacCorquodale,  
3 who prepared this data, had erred on the side of  
4 being conservative and took the last supplement date  
5 in virtually all cases.

6 Q. So your testimony, then, is that the Firm  
7 Order Date column on this exhibit does not always  
8 stand for the date the order was sent by AT&T to US  
9 West?

10 A. No, my testimony is that this should be the  
11 date that the last supplement, which you can say is  
12 the -- it's a way of representing the order date.

13 Q. And what about issue date on the first  
14 report in that exhibit? Does that represent the last  
15 supplement, as well?

16 A. It might not always represent the last  
17 supplement day, but it's, again, a date that was used  
18 by AT&T to represent what it believed was an accurate  
19 order date.

20 Q. When would the issue date on the first part  
21 of that report be the last supplement and when would  
22 it not?

23 A. I couldn't tell you that. It was a large  
24 file that was prepared by the operations center, and  
25 I don't know all of the criteria they used for

00598

1 selection. It didn't use that issue date in the  
2 larger data set for looking at the interval that the  
3 FOC was returned in, however.

4 Q. Who prepared this portion of Exhibit 118-C,  
5 which is pages one through 15 or one through 17,  
6 depending on how it is printed out?

7 A. It's a file that was created by Mr.  
8 MacCorquodale, who works for Charlotte Field. He and  
9 his team went through the SOTS logs meticulously and  
10 extracted this information.

11 Q. Is that the same data source as both the  
12 first and second reports in this exhibit, as well?

13 A. Well, the SOTS logs are -- that's a system  
14 that is used by AT&T to keep track of all of these  
15 orders. So yes, the SOTS logs is the basis for all  
16 of these data sets.

17 Q. And in each case, to your understanding,  
18 was it Mr. MacCorquodale or someone else on Ms.  
19 Field's team who prepared the data for your review?

20 A. Well, yes, to the one that we were just  
21 looking at, the pages one through 17 or one through  
22 15, and yes to that to the data set where we had the  
23 issue with the reversal of the columns. The larger  
24 data set, I indicated earlier, I believe that that  
25 was prepared at a service center by a man named Mr.

00599

1 Swenson.

2 Q. Okay. Well, what was the criteria for  
3 selection of the orders that appear on this third  
4 report?

5 A. Those are issues that missed the AT&T  
6 desired due date.

7 Q. And do those -- for what time period?

8 A. Roughly July through the middle of October  
9 of 1999. There were a couple of orders in June of  
10 '99 that were also included in that. This would be  
11 based on the completion date of these orders.

12 Q. So data was selected based on the  
13 completion date. When did the completion date need  
14 to be in order for the data to be selected to be  
15 included on this report?

16 A. Well, I guess the answer to your question,  
17 if I understood it, would be for the period of  
18 August, September, and through approximately October  
19 18th of 1999. It was a refreshment of the data that  
20 was in the previous data set that we discussed where  
21 the columns had a problem. So they tried to pick up  
22 where they left off with those orders to present a  
23 broader set of data on missed orders.

24 Q. And if these are to be August, September  
25 and October orders, and the report itself actually

00600

1 reflected several orders completing in June or July,  
2 why would that be?

3 A. There were simply orders that were missed  
4 and not included in the earlier set, and so they  
5 picked them up in this.

6 Q. Are these all of the missed orders for that  
7 time period?

8 A. These would be for DS1, special access  
9 services, and this would be the set of missed orders  
10 for roughly this period. There might be a few orders  
11 that if we prepared another set to follow on to this  
12 set that would be picked up from that later time.

13 Q. And do you know how many orders for DS1  
14 special services AT&T placed with US West in the  
15 June, July, August, September and October of 1999  
16 time frame?

17 A. I don't have a count exactly on that. It  
18 runs about 80 a month total, approximately 80. I  
19 could calculate it. I haven't calculated that.

20 MS. PROCTOR: I also think that's a  
21 confidential number.

22 THE WITNESS: Okay. It's a confidential  
23 number.

24 Q. What's your source -- what's your data  
25 source for that number?

00601

1 A. For estimating a number of total orders?

2 Q. Yeah.

3 A. Well, the larger data set is the total DS1  
4 special service orders. So I looked at that, and the  
5 number varies per month, but it's approximately the  
6 number that I was telling you. I mean, I could come  
7 up with a count per month. I was looking at a total  
8 picture with this data, rather than specific numbers  
9 like that for each month.

10 Q. The column that is entitled Reason on the  
11 far right-hand side, what does that represent?

12 A. That represents the notes that AT&T  
13 personnel put in a comment field when US West told  
14 them -- or when and if US West told them what the  
15 reason was that the order was missing due dates.

16 Q. And the designation missed, as you use it,  
17 or as AT&T uses it on this report, means missed the  
18 AT&T customer desired due date?

19 A. Yes, it does. That's generally, in  
20 industry, the date you look at, when the customer  
21 wants the order completed.

22 Q. Does the designation missed on this order  
23 take into account where facilities are not available  
24 or -- well, and when I say take into account, did you  
25 exclude orders where facilities were not available?



00602

1           A.    No, I did not.  Again, an industry  
2 customer, when they place an order, they expect the  
3 order to be filled.  Excuses are excuses, but  
4 customers need the service.

5           Q.    Did you exclude orders where the customer  
6 desired due date was missed because the customer was  
7 not ready?

8           A.    In general, we did, yes.  Mr.  
9 MacCorquodale, as you heard earlier and as Ms.  
10 Halvorson verified, the way that we count missed  
11 orders does not include customer not ready.

12          Q.    Did you exclude orders where the requested  
13 due date was at shorter than the standard interval?

14          A.    No, I did not.  There, again, I'd like to  
15 reiterate that many of these orders were  
16 supplemented.  And sometimes what is appearing here  
17 as the order date may have been a date which was  
18 actually slightly later than the initial order was  
19 placed.  So there may be some misperception created  
20 here on some of these orders where it appears that  
21 the interval between order and due date was less than  
22 the standard interval, but many of those orders had  
23 been earlier and there was a problem created either  
24 by AT&T or US West where the order had to be  
25 supplemented.

00603

1 Q. If the reason stated in the Reason column  
2 is less than standard interval, and based on your  
3 earlier representation that that is a reason that is  
4 placed there by an AT&T employee, would that suggest  
5 to you that, under those circumstances, the order  
6 truly was at a less than standard interval request?

7 A. That's possible. There is a process for  
8 AT&T requesting orders in a time faster than the  
9 standard interval. The standard interval is actually  
10 a maximum time that the tariff requires of a standard  
11 interval. It's not a minimum; it's actually a  
12 maximum.

13 Q. Is it your testimony that US West has an  
14 obligation to provision at less than the standard  
15 interval if US West is unable to do so for any  
16 reason, including facilities not being available on a  
17 short time frame?

18 A. I believe the obligation is, where  
19 facilities are available and US West accepts the  
20 order and accepts the order under an expedite  
21 process, that then it should be counted.

22 Q. Did you check to see if those were the  
23 circumstances on any of the orders in this report?

24 A. Some of them I did. Not all of them. I  
25 don't believe there are very many of those cases

00604

1 here.

2 Q. There are a number of -- or there are  
3 several orders, at least, that indicate the order is  
4 waiting on an ICO. And in the order that I'm looking  
5 at particularly, it indicates that that's GTE,  
6 leading me to believe that ICO must mean independent  
7 company. I direct your attention to page 11 of 17.  
8 And I'd like to ask you a couple of questions about  
9 this order that is the fourth order in October.

10 A. Maybe if you could give us a PON number.

11 Q. Oh, sure. NWS01824985.

12 A. I see that, yes.

13 Q. Are you there? Is it your understanding --  
14 well, let me back up a minute. Were you in the room  
15 when Ms. Halvorson testified about jeopardy codes?

16 A. Yes, I was.

17 Q. And for this particular order, Mr. Wilson,  
18 if, in fact, the reason stated in the Reason column  
19 is correct and that completion of the order is  
20 waiting on ICO, how could US West have completed the  
21 order at the customer desired due date if a third  
22 party were involved and that were the reason for the  
23 delay?

24 A. Well, when GTE or another ICO are involved  
25 in an order, this is no different than a piece part

00605

1 that one would be waiting on from Lucent. We don't  
2 exactly know what the situation is here. Maybe US  
3 West had failed to order capacity in a general way  
4 from GTE, such that part of a facility could be  
5 built. It's no different than failing to order in a  
6 timely manner some of the equipment that Ms.  
7 Halvorson discussed. Simply a matter of managing  
8 suppliers, which everyone in the industry needs to  
9 do.

10 Q. Isn't GTE, in this instance, AT&T's  
11 supplier, not US West's supplier?

12 A. No, in many circumstances, AT&T must order  
13 facilities from US West where part of the order would  
14 involve GTE or another company, and US West is the  
15 manager of the order. There are reverse situations  
16 where AT&T would order facilities from GTE and US  
17 West would have part of those facilities. GTE meets  
18 95 percent of all its orders.

19 Q. Mr. Wilson, are you aware of whether US  
20 West is the manager of the orders with -- when GTE is  
21 the other company involved in Washington?

22 A. I'm sure there are circumstances where that  
23 happens. In general, it's the other way around,  
24 because US West is the dominant supplier in this  
25 region.

00606

1 Q. I asked -- maybe I misspoke. I thought I  
2 asked whether -- now I've got no idea what I asked.  
3 Is US West, in your opinion or your testimony, the  
4 manager of the order when it's a jointly-provided  
5 facility from US West and GTE?

6 A. On these orders that were placed with US  
7 West, US West would be the dominant supplier and, for  
8 instance, AT&T would have a point of presence in the  
9 US West region, but perhaps the facility may be  
10 hanging over in GTE territory. But to get to the  
11 AT&T point of presence, it's predominantly through US  
12 West territory. There would be a component that  
13 would be in GTE. US West would be the manager of  
14 this order in this situation, and that's why it was  
15 ordered from US West.

16 Q. How do you know that US West would be the  
17 manager of the order?

18 A. That's where the orders were placed, and  
19 that's what -- so that's the situation here.

20 Q. Are you aware of whether or not US West and  
21 GTE in Washington provide services to carriers such  
22 as AT&T on a meet point billing basis?

23 A. I don't think that's involved in this  
24 analysis of special access. Meet point billing is  
25 really a switched access issue.

00607

1 Q. You're certain of that?

2 A. Well, in the -- in my experience, that's  
3 the issue. Switched access is a meet point billing  
4 issue.

5 Q. Could you accept, Mr. Wilson, subject to  
6 your check, that indeed in provisioning private line  
7 between US West and -- within US West and GTE  
8 territory, that those services are provided on a meet  
9 point billing basis to carriers?

10 A. Well, I don't think we're really involved  
11 here in how this is being billed between US West and  
12 AT&T. I don't think that affects the analysis in any  
13 way. These orders are orders that were placed with  
14 US West and US West is the manager of these orders.  
15 AT&T has orders with GTE where GTE is the manager.  
16 That's not an issue in this complaint, because  
17 there's no problem with GTE in Washington.

18 Q. Did you investigate this particular order  
19 number that we were talking about a moment ago, the  
20 fourth one in October?

21 A. No, I did not investigate every single  
22 order here. This is a very robust data set. You  
23 could take any number of orders out of this data set,  
24 the picture it paints is the same. If we took out a  
25 whole three months of data, that doesn't change my

00608

1 opinion, because the data is saying the same thing  
2 for any period of months of time. And for any  
3 selected number of orders you would take out of this  
4 data set, that the picture is still the same and  
5 problems still exist.

6 Q. So let me understand your testimony, if I  
7 could. It's your testimony that regardless of  
8 whether or not an independent company is involved in  
9 provisioning a private line facility, it is always US  
10 West's responsibility to meet the customer desired  
11 due date; is that correct?

12 A. When AT&T places the order with US West,  
13 it's for a good reason. It's because they would be  
14 the dominant supplier in that situation. As I said,  
15 it's no different from a piece part that would be  
16 supplied by Lucent or some other company. It's a  
17 piece part of the order.

18 Q. So is that a yes to my question?

19 A. Could you repeat the exact question?

20 A. For these orders, AT&T placed the order  
21 with US West and US West would be the manager of  
22 these orders.

23 Q. And is US West obligated to provision and  
24 meet the customer desired due date regardless of any  
25 circumstances under which an independent company

00609

1 might be involved in provisioning part of that  
2 service?

3 A. Yes, it's just like any other piece part.  
4 All the RBOCs across the nation do the same thing.  
5 This is not something unique to Washington or unique  
6 to these orders. This is part of business. It's a  
7 piece part. Other companies meet high percentages of  
8 completions with the same issues.

9 Q. Is it your testimony that US West is  
10 obligated under every circumstance to provision  
11 AT&T's orders on the customer desired due date?

12 A. No, I believe I said several days ago that  
13 my recommendation as an engineer would be that 95  
14 percent of all orders should be completed on time,  
15 which means by the customer's due date. I believe  
16 there are circumstances, five percent of the time,  
17 where it would be beyond US West's control. When  
18 that percentage approaches 50 percent, I think there  
19 are definitely very big problems.

20 Q. And within that five percent allowance  
21 that, in your testimony, you would think would be  
22 appropriate, within that five percent ought to fall  
23 all of the orders that had facilities problems or  
24 shorter than the standard interval or other companies  
25 involved; is that correct?



00610

1           A.    No, as I said, other companies involved is  
2 like a piece part.  If an order is accepted that is  
3 shorter than the standard interval on a -- where AT&T  
4 pays an extra fee for the order to be provisioned  
5 quickly, that should be counted, and I believe there  
6 are provisions in the tariff to do that.  So I think  
7 a combination of those issues should go to make up  
8 that five percent.

9           Q.    Okay.  What if AT&T requests service in  
10 less than the standard interval and is not willing to  
11 pay the expedite fee?  Is it still US West's  
12 obligation to provision that on the customer desired  
13 due date?

14          A.    I don't believe I'm advocating that  
15 position, no.

16          Q.    How many orders are on this document that  
17 were placed under the intrastate Washington private  
18 line tariff, if you can tell?

19          A.    I haven't gone through the column, I didn't  
20 use it in my analysis, so I haven't counted -- that  
21 would be the intra/inter column, which has Fs and Gs,  
22 I believe.

23          Q.    If we were to review the document for DSIs,  
24 would you agree with me that there's one indication  
25 of an F order, or intrastate order on page three, and

00611

1 then two additional instances on page 12, if your  
2 pagination is the same as mine?

3 A. My pagination throws one of the Fs onto  
4 page 13, instead of 12. This is kind of an eye test,  
5 because I missed the one on page three in my first  
6 flip through. Oh, there are several more on page 17,  
7 or my last page, I believe.

8 Q. Well, remember, Mr. Wilson, though, that  
9 the DSIs are no longer under consideration under this  
10 document, if I properly recall the ruling.

11 A. My apologies.

12 Q. DSOs.

13 A. Again, my apologies. I didn't see that we  
14 were going into the DSOs there. So your count is  
15 correct, three.

16 Q. Are there any circumstances presented --  
17 evident on this document in connection with the order  
18 on page three which could lead you to conclude that  
19 it was unreasonable for US West not to provision that  
20 facility on the customer desired due date?

21 A. Do you have a particular question here?

22 Q. I thought I had asked a question, so let me  
23 go ahead and try it again. In reviewing that order  
24 and all the information that's provided on that  
25 particular page about that order, is there anything

00612

1 that you can tell that would lead you to conclude  
2 that US West's inability to provision that order on  
3 the customer desired due date was in any way  
4 unreasonable?

5 A. Well, let's review the order, if you'd  
6 like. It was initially ordered on 5/17/99, with a  
7 due date of 5/28, which is nine days, definitely  
8 within the standard interval -- or it's actually more  
9 -- longer than the standard interval. I don't --  
10 let's see. It looks like the first and only FOC was  
11 received on 6/4, which was quite a long time after  
12 the initial order date, and it looks like the -- a  
13 second order was placed for this. It was  
14 supplemented on July 2nd, and the customer desired  
15 due date was also supplemented to 7/7.

16 And the reason given in the Reason column  
17 is facilities shorting and no local loop, that ICO  
18 not ready. So here's an order where there was  
19 initially a long interval to FOC, apparently US West  
20 did not check all of the piece parts correctly, so  
21 the order had to be reissued on 7/2, and the due date  
22 was changed, as well. And then, finally, the order  
23 was completed on August 25th, so you're looking at,  
24 what, three months.

25 Q. Yes.

00613

1 A. That's a long time.

2 Q. Yes. Well, maybe it is and maybe it's not.  
3 Do you know what the maximum interval permitted  
4 pursuant to US West's standard interval guide is?

5 A. The way I read it, there is no maximum  
6 interval. In other words, US West could take years  
7 and years, and sometimes does.

8 Q. Can you tell, from looking at this order,  
9 whether it was placed in a low-density or a  
10 high-density area?

11 A. I don't see the codes for the wire centers  
12 involved, so I can't tell from this information. But  
13 I mean, three months is far past the standard  
14 intervals for high or low-density. I don't see that  
15 there's an issue here.

16 Q. So what specific part of the circumstances  
17 that you just described to me, if any, do you contend  
18 cause US West's delivery date to be unreasonable?

19 A. I think a three-month delivery is highly  
20 unreasonable.

21 Q. Is it always unreasonable?

22 A. Yes, I believe it is. I would recommend 45  
23 days is the maximum for any order.

24 Q. So it's your testimony that it is never  
25 reasonable to take more than 45 days to provision a

00614

1 private line service; is that right?

2 A. Yes, I've seen other states where those  
3 kind of maximums were put into tariff language or  
4 state statutes.

5 Q. Is it your testimony that such a  
6 requirement exists in Washington today?

7 A. No, it doesn't. I think there should be  
8 one.

9 Q. Are you aware of whether or not AT&T  
10 provisioned all of the private lines that it  
11 provisions over its own facilities within 45 days to  
12 its customers?

13 A. Could you be more specific? I didn't quite  
14 get your hypothetical there.

15 Q. Well, Ms. Field has testified that AT&T  
16 sometimes self-provisions private line through its  
17 ALS, AT&T Local Services.

18 A. Yes.

19 Q. And to the extent that ALS either  
20 provisions to AT&T or provisions to other end-user  
21 customers, have you undertaken to research whether or  
22 not AT&T consistently provisions within the 45-day  
23 window that you've just testified is reasonable under  
24 all circumstances?

25 A. I haven't done that analysis. AT&T is,

00615

1 however, a competitive business.

2 Q. Did you feel that it might be relevant in  
3 reaching your conclusion that 45 days is reasonable  
4 to determine whether, in fact, your own client was  
5 meeting that interval?

6 A. I think that's a -- I think that's a  
7 generic interval that should be addressed in any  
8 state commission. I don't -- I think competitive  
9 suppliers, which AT&T Local Services is a new  
10 competitive supplier, are trying to make their  
11 intervals very short. I have seen studies, though I  
12 can't remember specifics, where suppliers, such as  
13 ELI and others, were trying to make their standard  
14 intervals less than the US West tariffed standard  
15 interval.

16 Q. That wasn't my question, though. My  
17 question was whether or not you thought it was  
18 relevant to your analysis, conclusions, and  
19 recommendation in this proceeding whether or not your  
20 client, as a provider of these same services, was  
21 able to meet your recommendation?

22 A. I don't think that's relevant. We're here  
23 discussing US West's performance.

24 Q. Well, what you've proposed, though, is what  
25 I thought would be a generic standard of 45 days?

00616

1           A.    I was proposing that would be appropriate  
2 for a tariff, a US West tariff, or however else the  
3 Commission wants to provide it.

4           Q.    So you wouldn't have that applicable to all  
5 providers?

6           A.    I don't think I really am qualified to  
7 address that.  I think the other providers are trying  
8 to beat those kind of intervals.  If they can't beat  
9 them, they won't be suppliers.

10          Q.    How can you tell -- well, can you tell from  
11 this line on this exhibit, dealing with this one  
12 intrastate order, that there was anything that US  
13 West could have done that it did not do to ensure  
14 that the ICO would have been ready?

15          A.    I didn't do that analysis.  I would have to  
16 do that kind of analysis for every line.  This is a  
17 data set looking at a general pattern of performance,  
18 and I think it does that adequately.

19          Q.    Mr. Wilson, do you know how many central  
20 offices US West has in the state of Washington?

21          A.    Well, I was just looking at some of that  
22 number, in fact.  I think it's around 127, if you  
23 don't count remote offices.  That's the number I got  
24 from a quick check of one of the discovery exhibits  
25 two nights ago.  Excuse me, did you ask for switches

00617

1 or wire centers?

2 Q. There's so many different ways to look at  
3 it. I said central offices. However, whatever  
4 number you give me back, tell me what you mean.

5 A. The number I was giving you is wire  
6 centers. There are some wire centers with more than  
7 one switch, and I'm never sure, when someone asks,  
8 whether they mean for central office or whether they  
9 mean wire center or switch.

10 Q. Neither am I. Do you know how many  
11 customers, roughly, or access lines, however you'd  
12 like to answer, US West has served out of those  
13 switches or central offices in the state?

14 A. I didn't -- I've seen that number. I  
15 haven't looked at it recently. It's around two  
16 million, but I haven't checked that number very  
17 recently.

18 Q. And so is it your testimony here or your  
19 recommendation to the Commission that, as to any one  
20 of those 127 wire centers in the state of Washington  
21 and in any one of the over two million customers or  
22 access lines that US West serves, wherever and  
23 whenever AT&T places an order for DS1 services, US  
24 West is absolutely obligated to have facilities in  
25 place to meet that order within either five or eight



00618

1 business days?

2 A. I believe I said 95 percent of all of those  
3 was reasonable. Five percent would be left to a  
4 facilities not available basis. Special access is  
5 used extensively by business and some residents, so  
6 you're not talking about all two million. Certainly  
7 every wire center would have special access in it,  
8 but this is primarily a service that your growing  
9 businesses in the state of Washington need, both  
10 rural and metro.

11 Q. And of the remaining five percent of the  
12 orders that you would allow something other than the  
13 standard interval, it's your testimony today or  
14 recommendation to the Commission that those orders  
15 all ought to be filled within 45 days?

16 A. That's correct. That's a reasonable  
17 interval that other commissions have found  
18 appropriate.

19 Q. If US West had to add interoffice  
20 facilities in Spokane in order to meet an order, and  
21 the addition of those interoffice facilities required  
22 digging up the street, is it your testimony that,  
23 under all circumstances, US West would be able to do  
24 that within 45 days?

25 A. Well, they should have put in a new

00619

1 facility much earlier than that. That's why we do  
2 forecasting, and that's why we're supposed to budget  
3 and spend money to put facilities with long lead  
4 times in before the orders arrive. If you start  
5 trying to order equipment and put in fiber when an  
6 order arrives, you're bound to have very late  
7 intervals, very long intervals and very late orders.

8 Q. And you said that US West should have put  
9 the facilities in much earlier, and that's why we do  
10 forecasting; is that right?

11 A. Yes, I said that.

12 Q. Okay. Now, if the need for those  
13 facilities is due to demand that was not forecasted,  
14 would that change your testimony at all?

15 A. Well, if we're making a hypothetical here,  
16 you do forecasting to forecast demand. If you do a  
17 good job of that, you have good utilization of your  
18 facilities. If you have a poor forecasting  
19 organization, you should be spending more money to  
20 put in more facilities, so that you don't have these  
21 problems. So it's really a trade-off between how  
22 good is your forecasting organization as to how much  
23 you need to spend to get the capacity there to meet  
24 the needs of your businesses and your bus. and res.  
25 customers.

00620

1 Q. Mr. Wilson, let's take a look at, if you  
2 would, at Cross-examination Exhibit 123. Do you have  
3 the cross exhibits in front of you?

4 A. I do. If you could help me with which one  
5 that -- oh, I see it, yes.

6 Q. I was going to say, it's a single piece of  
7 paper, white in color.

8 A. Yes, I see it.

9 Q. Have you had a chance to read that  
10 document?

11 A. Yes, I have.

12 Q. Okay. And I'm pausing only to give the  
13 bench a moment to read.

14 MS. PROCTOR: Looks like one of those exams  
15 we used to take.

16 Q. Hopefully a little simpler than that. The  
17 question that I have for you is is it your testimony  
18 or opinion that the end results stated in the last  
19 sentence, that three orders go held due to a lack of  
20 facilities, constitutes imprudent network planning on  
21 US West's part under the circumstances set forth in  
22 the hypothetical?

23 A. Well, let's take a minute and look at this,  
24 because, first, it's not a good -- or it's not an  
25 example of special access. The trunks that are shown

00621

1 between the access tandem and the switches are not  
2 part of special access. Those are what are generally  
3 called common transport, where long distance would  
4 flow from users that were using AT&T, MCI, Sprint,  
5 all of the long distance carriers. So that's called  
6 common transport, which is managed internally by US  
7 West, and orders are not placed for that specifically  
8 by the carriers.

9 Now, I can make this a good hypothetical if  
10 we took the access tandem label off on the left side  
11 and, for instance, said that was an AT&T point of  
12 presence, because, generally, special access goes  
13 from an end user through a US West wire center, not a  
14 switch, but a wire center, to an AT&T point of  
15 presence. So if we -- would it be okay to change the  
16 hypothetical in that way?

17 Q. If this will enable you to give me a better  
18 answer, let's go ahead and try it. You replace the  
19 label access tandem with AT&T POP?

20 A. Yes, point of presence.

21 Q. And you would replace the designation  
22 switches with wire centers?

23 A. Yes, these would not flow through switches;  
24 they would flow through the wire center. It's not a  
25 switched; it's going directly from the customer.

00622

1 Q. And actually, as to that change, I think  
2 that's what I meant. So that's not a bad change.

3 A. Okay.

4 Q. And I did mean for this hypothetical to be  
5 one relating to special access, not switched access.

6 A. All right.

7 Q. With those two changes, then, your answer  
8 is that the held orders resulting from the six  
9 circuits being ordered still, nevertheless,  
10 constitutes imprudent network planning on US West's  
11 part or not?

12 A. Let's bottle this up a little further.  
13 When US West puts in new facilities between its  
14 switches and an AT&T POP, that would generally be  
15 bulk access, which would be a large facility. And  
16 AT&T orders those facilities on occasion from US  
17 West, and those orders really would not be subject  
18 specifically to any end user changes. In other  
19 words, if we had end users who were building new  
20 developments or new businesses, the bulk facilities  
21 that AT&T orders, it tries to order those well in  
22 advance so it doesn't run out of that type of  
23 capacity.

24 So now we're really talking about the pipes  
25 from the end users to the switches, and this is where

00623

1 there can be some variability in the customer demand.  
2 AT&T, for big projects, tries to give US West long  
3 warning about where a big new customer is building a  
4 facility and it wants capacity. There are situations  
5 where a new business starts up and neither AT&T nor  
6 US West had any warning.

7           To take care of those situations, both  
8 companies try to have good forecasting organizations  
9 that tell you where is the growth, where is the  
10 growth happening in neighborhoods and the  
11 communities. And if you know that and you spend the  
12 proper amount of funding on new capacity, you should  
13 be able to fill these orders.

14           So I would say it would be prudent for US  
15 West to build sufficient capacity to handle the  
16 orders of AT&T and other people that need this type  
17 of capacity.

18           Q.    So is your answer about whether or not the  
19 situation described in this hypothetical is imprudent  
20 network planning, is it fair to say that your answer  
21 is maybe?

22           A.    No, I believe my answer was yes, this would  
23 have been imprudent, because US West should have  
24 built more capacity than even this implies from those  
25 end users to its switches, in anticipation of growth.

00624

1 AT&T is only one of the wholesale customers that  
2 needs this type of capacity and US West sells this  
3 type of capacity directly to these end-users, as  
4 well. If it's depending on AT&T for the single  
5 forecast to these end users, then there are going to  
6 be lots of neighborhoods and businesses with no  
7 capacity.

8 Q. Well, we were trying to assume -- or at  
9 least I was trying to get you to assume a simplified  
10 network, Mr. Wilson, and you're complicating it by  
11 adding other customers and carriers, and so I guess  
12 I'd ask you to go back to the simple hypothetical,  
13 which is set forth on the page, and that's all you  
14 know, that US West has network funding for six  
15 circuits, AT&T says that it's going to demand five,  
16 and US West has to decide where to put them or how  
17 and where to plan to add that capacity in order to be  
18 able to meet AT&T's needs without any additional  
19 information from AT&T or, you know, if you don't want  
20 to say AT&T, XYZ carrier, as to where those circuits  
21 are going to need to be.

22 A. Okay. If we take your hypothetical  
23 example, which is very simplified, and we make these  
24 types of assumptions that AT&T, for instance, is the  
25 only person that would order facilities here, and

00625

1 that these are the exact hypothetical conditions, I  
2 would still maintain that US West should have  
3 forecasted general growth in those neighborhoods that  
4 would accommodate some variability in AT&T's  
5 forecast.

6 I think that's a natural part of business.  
7 That happens in every region, with every RBOC, and  
8 this is no exception. Other carriers are meeting  
9 completion dates with the same kinds of  
10 hypotheticals.

11 Q. So based on that testimony, then your  
12 contention is what US West should have done is place  
13 at least -- capacity for at least five additional  
14 circuits on each of these routes; is that right?

15 A. In the simplified example, I think that  
16 would have definitely been prudent. The growth in  
17 any state is going to eat up those lines very  
18 quickly.

19 Q. So then, if AT&T went ahead and ordered  
20 those five and US West provided those, then US West  
21 would have 10 left over; is that right?

22 A. You would have some spare capacity to meet  
23 the next orders, yes.

24 Q. And if the orders --

25 A. That's why you build extra capacity, so you



00626

1 can fill orders that have not come in yet and that  
2 you have not anticipated.

3 Q. And if those orders don't come in, then US  
4 West has their capacity; isn't that right?

5 A. It's going to be used up in the growth very  
6 quickly. That's the nature of growth in the state of  
7 Washington.

8 MS. ANDERL: I'm done with that now. Your  
9 Honor, I have one other area of inquiry, maybe 10 or  
10 15 minutes.

11 JUDGE WALLIS: Would it speed things up a  
12 little bit if you had a few moments to look at your  
13 questions?

14 MS. ANDERL: You know, it might.

15 JUDGE WALLIS: Why don't we take a  
16 10-minute recess.

17 MS. ANDERL: Thank you.

18 (Recess taken.)

19 JUDGE WALLIS: Let's be back on the record,  
20 please, following a brief recess. Ms. Anderl.

21 MS. ANDERL: Thank you.

22 Q. Mr. Wilson, do you know whether or not AT&T  
23 provides forecasts to US West forecasting end-user  
24 locations where AT&T anticipates it will need  
25 service?

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1           A.    AT&T provides forecasts to US West.  In  
2  those forecasts, they try to be as specific as  
3  possible.  There are some end-user information.  As  
4  much as they have, it would not be complete, but  
5  there is as much as they can provide.

6           MS. ANDERL:  Your Honor, that actually  
7  creates kind of a problem.  If I might have a minute,  
8  I need to get a data request response.  Your Honor, I  
9  apologize, the witness's answer was unexpected to me.  
10 I believe that we asked a data request along these  
11 lines and I'm at this point unable to locate the  
12 response.  That was really the only other question or  
13 area I had on cross.  And my trusty paralegal is  
14 running an airport errand, so therein lies the reason  
15 for my lack of ability.  Oh, here it is.

16           MS. PROCTOR:  It just came back from the  
17 dryer.

18           MS. ANDERL:  Gods are smiling on me.  I  
19 probably will want to use this as a cross-examination  
20 exhibit, and I'll show it to Ms. Proctor.

21           MS. SINGER-NELSON:  You can show it to me.

22           MS. ANDERL:  May I approach the witness?  
23 Your Honor, I've handed the witness a document, which  
24 is AT&T's response to US West Data Request Number 31,  
25 and would ask the witness if that was a data request

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1 or a data request response that he reviewed prior to  
2 appearing here today?

3 THE WITNESS: I have not reviewed this  
4 before today, no.

5 Q. Okay. So I would understand, then, that  
6 you also did not assist in its preparation?

7 A. No, I did not.

8 MS. ANDERL: Your Honor, I would ask if  
9 AT&T Counsel would stipulate to its admission, given  
10 that this witness cannot identify it.

11 MS. SINGER-NELSON: I have no objection to  
12 its admission. I would also note that the same  
13 answer is discussed in Ms. Field's testimony.

14 MS. ANDERL: Thank you.

15 JUDGE WALLIS: Very well. Let's assign  
16 Exhibit Number 127 to it. Is it confidential in  
17 nature?

18 MS. ANDERL: Yes.

19 JUDGE WALLIS: So it would be C-127. And  
20 how may that be described, for purposes of the  
21 record, AT&T's response to US West Data Request  
22 Number 31?

23 MS. ANDERL: Number 31; correct. And we  
24 will, of course, provide copies.

25 MS. SMITH: Is that number 31 or number

00629

1 131?

2 MS. ANDERL: Thirty-one.

3 MS. SMITH: Thank you.

4 JUDGE WALLIS: And by stipulation of the  
5 parties, that is received.

6 MS. ANDERL: Thank you.

7 Q. Mr. Wilson, can you identify anywhere in  
8 that document where an end-user forecast is provided?

9 A. This is a form -- this appears to be a form  
10 that is provided from AT&T to US West on forecasting  
11 information. I'm not that familiar with the form. I  
12 think Ms. Field could have given us a little more  
13 information on this, and I think there's some in her  
14 testimony. It appears to be forecast by wire center  
15 for -- with regional information, including  
16 Washington.

17 I don't personally know if this is the  
18 entirety of what AT&T gives US West, either as a  
19 physical document or discussions which they have  
20 regularly, as to more specifics or project  
21 information. So I'm not sure I could be more helpful  
22 than that with this document.

23 Q. Do you recognize any part of that document  
24 that contains an end-user forecast?

25 MS. SINGER-NELSON: Judge, I would object

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1 to any more questioning on this document, since Mr.  
2 Wilson's already said that he's not familiar with it.  
3 And the data request that it's attached to has Ms.  
4 Field's name on the bottom as the person who's  
5 responsible for responding to that data request.

6 MS. ANDERL: Your Honor, this witness just  
7 testified that he either knew or believed that AT&T  
8 provided US West with end-user forecasts. It was my  
9 belief that if such an end-user forecast were  
10 contained within this document, he'd be able to  
11 recognize it or identify it, and that was simply the  
12 line of inquiry that I was pursuing.

13 JUDGE WALLIS: I think the question is  
14 permissible.

15 THE WITNESS: And I believe my -- what I  
16 meant to characterize as my response to that question  
17 was that it's my belief AT&T discusses major projects  
18 with US West. I'm not sure that would be in the form  
19 here, but this is not a game where AT&T tries to fool  
20 US West and create large projects and then have held  
21 orders. AT&T is in the business of satisfying  
22 customer needs, so why wouldn't they give them the  
23 information as they have it. It may not be to the  
24 level of detail in all cases that one would need for  
25 every situation, but as I said earlier, that's why

00631

1 both parties have generic growth forecasting  
2 organizations that put lots of efforts to predict  
3 where growth is going to be.

4 MS. ANDERL: Your Honor, I think maybe that  
5 answer would have been fine if it had had a yes or a  
6 no in front of it. I asked the witness if there was  
7 any forecast in that document pertaining to end  
8 users, as opposed to interoffice?

9 THE WITNESS: I can't tell, with just a  
10 couple of minutes, if I could glean that from this  
11 document. It's rather lengthy.

12 Q. You don't recognize anything in that  
13 document as containing a forecast pertaining to  
14 end-user requirements?

15 A. I can't tell one way or the other.

16 Q. Have you ever seen such a document that  
17 AT&T has provided to US West or represented to you  
18 that they have provided to US West?

19 A. I haven't been involved in that part of  
20 AT&T's forecasting process. I have run forecasting  
21 groups in AT&T, but they were generally involved in  
22 long distance network forecasting, rather than  
23 forecasts that were discussed with regional operating  
24 companies.

25 MS. ANDERL: Thank you, Your Honor. That

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1 concludes my questions. I would move the admission  
2 of Cross Exhibit 123, and I think 127 is already  
3 received.

4 JUDGE WALLIS: Yes. Is there objection to  
5 123?

6 MS. SINGER-NELSON: No objection.

7 JUDGE WALLIS: It is received.

8 MS. ANDERL: That concludes my  
9 cross-examination.

10 JUDGE WALLIS: Very well. Ms. Smith.

11 MS. SMITH: Thank you, Your Honor.

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

13 BY MS. SMITH:

14 Q. Good afternoon, Mr. Wilson. My name is  
15 Shannon Smith, I'm representing Commission Staff.

16 A. Good afternoon.

17 Q. In your direct and rebuttal testimony at  
18 page eight, on lines 17 and --

19 CHAIRWOMAN SHOWALTER: What exhibit number?

20 MS. SMITH: I'm sorry, it's Exhibit 101-TC,  
21 page eight.

22 Q. Have you found that spot?

23 A. Yes.

24 Q. There is some confidential numbers with  
25 respect to numbers of days orders have been held, and

00633

1 there is a number with respect to three orders that  
2 have been held for a confidential number of days.

3 A. Yes.

4 Q. Could you explain your understanding why  
5 those three orders were held for that duration of  
6 time?

7 A. I didn't look into those specific orders.  
8 Those -- in my analysis, those popped out as some of  
9 the very lengthy orders in the state of Washington,  
10 but I did not look at specifics there.

11 Q. And turning to page nine, then, on line 18,  
12 there is an average number that's confidential?

13 A. Yes.

14 Q. Do you know whether that average includes  
15 only situations where facilities are not available,  
16 only situations where facilities are available, or if  
17 that average includes both situations?

18 A. That average is looking at the length of  
19 time that the -- from the order date to the desired  
20 due date. So this would be for -- this would be from  
21 a sample of the missed orders, because that was the  
22 database that I had available with that amount of  
23 detail.

24 I have no reason to believe that the  
25 desired due date average is different for the



00634

1 complete set, because this is a rather -- the missed  
2 orders is almost half of the order, so that's a big  
3 -- a statistically big sample.

4 Q. So would you be able to know, then, whether  
5 that average of that sample contains -- or addresses  
6 situations where facilities are not available,  
7 facilities are available, or a combination of both?

8 A. Well, that's a good question. Since we  
9 don't -- US West doesn't notify AT&T exactly when, in  
10 all circumstances, facilities are or aren't  
11 available, these are missed orders, it will have --  
12 it will have orders where facilities were not  
13 available and it probably has some where they were,  
14 so it will have some of both, yes.

15 Q. And I believe that the testimony in this  
16 case is that the standard interval for provisioning  
17 DSIs -- US West's standard interval for provisioning  
18 DSIs is five days; is that correct?

19 A. Five days in high-density areas, yes.

20 Q. Does that five-day interval include orders  
21 for multiple DSIs?

22 A. By multiple DSIs, you mean where more than  
23 one DS1 is on the order?

24 Q. Yes.

25 A. I didn't actually look at that, so I can't

00635

1 really respond to the quantity on each DS1 order.

2 Q. Do those intervals include only switched  
3 access trunks?

4 A. No, these are only special access trunks.

5 Q. Would you explain the difference between  
6 the customer desired due date and the firm order  
7 confirmation date?

8 A. The desired due date or customer desired  
9 due date is the date that AT&T and its end-user,  
10 whether it's a business or residence, wants the  
11 service to be provisioned. The commitment date,  
12 which is received from US West in the FOC, is the  
13 date when US West commits that it can deliver that  
14 service.

15 Q. And which of those two dates is the  
16 standard interval based on?

17 A. Well, the standard interval would be based  
18 on the date that the customer could expect to receive  
19 the service, so I would say that it's based on the  
20 customer desired due date.

21 Q. There's been discussion in both the written  
22 testimony and in the cross-examination testimony with  
23 respect to US West standard interval dates and  
24 situations where the standard interval dates don't  
25 apply because the orders are filled on an individual

00636

1 case basis. Outside of that ICB situation, do you  
2 know whether US West has ever provided installation  
3 intervals for situations where facilities are not in  
4 place?

5 A. Yes. Understanding your question, I  
6 believe, is US West providing commitment dates when  
7 it later becomes apparent that no facilities were  
8 available, definitely. That is happening quite a  
9 lot, and that's part of the problem, that AT&T and  
10 other companies are being given commitment dates by  
11 US West when no facilities are, in fact, available.  
12 And this causes a great deal of consternation to AT&T  
13 and its customers, and it's a problem in US West's  
14 whole region with all of its wholesale customers.

15 Q. And my last -- I hope my last question for  
16 you relates to your testimony on page 29 of your  
17 direct and rebuttal testimony, the same exhibit. And  
18 on lines 12 through 18, you talk about  
19 discrimination. Could you explain the similarities  
20 and differences between retail services and access  
21 services?

22 A. Yes. For special access and for its  
23 equivalent, which is private line, there really is no  
24 difference. Private line service is a retail  
25 service, at least that's what I've always called it

00637

1 in the industry. Private line is a direct connection  
2 from an end user -- from point A to point B, and for  
3 the moment we'll say that private line is -- we will  
4 call it US West's retail service. The facilities  
5 equipment, everything is the same as the special  
6 access services that we are discussing in AT&T's  
7 complaint. So yes, I would say they're identical.

8 MS. SMITH: That's all. Thank you.

9 JUDGE WALLIS: Questions from the bench?

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

11 BY CHAIRWOMAN SHOWALTER:

12 Q. Well, as long as we're on that sentence on  
13 page 29 of Exhibit 102, or 1, your sentence there at  
14 line 15 says that you've shown from data -- you've  
15 shown data from discovery produced by US West where  
16 US West has provisioned retail customers much more  
17 quickly than AT&T?

18 A. Yes.

19 Q. So where in the evidence here is the  
20 support for that sentence?

21 A. Okay. I don't know the -- I would have to  
22 have someone help with the exhibit number. It is US  
23 West Discovery Response Number 18, and its response  
24 to AT&T. Maybe I could have some help.

25 MS. PROCTOR: It was also -- I think it's

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1 C-111.

2 THE WITNESS: It was used earlier today  
3 with Ms. Halvorson.

4 MS. ANDERL: C-211.

5 MS. PROCTOR: 211, thank you. I think,  
6 actually, it's the third page.

7 THE WITNESS: Yes.

8 CHAIRWOMAN SHOWALTER: Oh, yeah. Okay.

9 MS. ANDERL: Your Honor, I had also  
10 distributed that as potential Cross-examination  
11 Exhibit C-124, if that's easier for folks to look at  
12 single sheet, but I didn't offer it. I had just done  
13 that so that, administratively, it might be easier to  
14 reference it.

15 JUDGE WALLIS: Yes, it should be in your  
16 books as 124.

17 CHAIRWOMAN SHOWALTER: Is there anything  
18 wrong with my using this page right now?

19 MS. ANDERL: No, if you're there.

20 CHAIRWOMAN SHOWALTER: I am there. It  
21 turns out I've written on it.

22 Q. Okay. We're on the third page of C-211.

23 A. Yes.

24 Q. Now, this page, as I recall from -- as I've  
25 written, anyway, from earlier testimony, is regional

00639

1 information, not Washington State; is that correct?

2 A. That's correct. We asked for Washington  
3 State information, but this was the only information  
4 that contained all of the -- both the retail and the  
5 wholesale side that US West provided.

6 Q. And so in reaching your conclusion of a  
7 sentence that US West is provisioning retail  
8 customers much quickly than AT&T, show me what  
9 columns or what columns you're comparing on this page  
10 three?

11 A. Okay. I'm looking at the last column --  
12 the last two columns. Specifically, the next to last  
13 column, the average interval. And for instance, if  
14 you look at the third row down, the number [stricken  
15 on order of the Administrative Law Judge], which is  
16 in a day interval, [stricken on the order of the  
17 Administrative Law Judge] days, that is the US West  
18 DS1 retail market number, and then you look at the  
19 very bottom row, [stricken on order of the  
20 Administrative Law Judge].

21 MS. ANDERL: Your Honor, I really don't  
22 think we ought to be reading confidential numbers  
23 into the record.

24 JUDGE WALLIS: I don't think those numbers  
25 should be --

00640

1 THE WITNESS: I can point to the --

2 Q. You were pointing to the second to the last  
3 column, and you were comparing the very bottom number  
4 of the column with --

5 A. Third number from the top.

6 Q. Right, okay.

7 JUDGE WALLIS: I will ask the court  
8 reporter to strike the specific number from the  
9 transcript.

10 THE WITNESS: So those would be the DS1  
11 comparison. Then if you look --

12 Q. And just before you get -- the comparison  
13 that's being drawn here is from -- what is the  
14 interval that's being drawn here? From what day to  
15 what?

16 A. This would be the average interval from the  
17 order date to the completion date. So we're  
18 comparing a number for US West's retail and a number  
19 for AT&T wholesale. And listening to Ms. Halvorson's  
20 testimony this morning, both numbers contain all the  
21 orders. There may be some projects and some  
22 negotiated dates, but both companies do that with  
23 large customers. So I believe we have apples to  
24 apples here.

25 Q. Well, and then is there anything in this

00641

1 chart or elsewhere that would show what the -- let's  
2 see. This is from -- I'm sorry I'm struggling here.  
3 This interval is from the FOC to the completion date,  
4 is that correct, the average interval?

5 A. I would say it's from the order date, which  
6 is before the FOC, to the completion date.

7 Q. Okay. So if that's the case, then is there  
8 anything in this chart or elsewhere that gets at the  
9 question of the complexity of the job, is about the  
10 only way I can describe it? Does there tend to be a  
11 difference between retail orders and wholesale orders  
12 in terms of the types of situations that would make  
13 one more complex than another, or make one take  
14 longer than another?

15 A. Really, both companies are competing for  
16 the same customers, which would mean the same types  
17 of geographies, the same types of situations, so I  
18 think it's a fairly good comparison, and should be  
19 suggestive of something that's going on.

20 Q. Okay. Then back on page nine of your  
21 testimony, which was Exhibit 101-C.

22 A. Yes.

23 Q. I think you were testifying about the  
24 average number on line 18?

25 A. Yes.



00642

1 Q. And I think you said that this was the  
2 average taken from your sample of missed orders; is  
3 that correct?

4 A. That's correct.

5 Q. I thought I heard that you were asked the  
6 question, well, would this be very different for  
7 orders in general. Were you asked that question?

8 A. Not exactly.

9 Q. I thought I heard you to say, well, the  
10 sample of missed orders, there's no reason to believe  
11 it's not representative of all orders?

12 A. Of all AT&T orders --

13 Q. Right.

14 A. -- was what I was commenting to.

15 Q. Right.

16 A. And yes, I would say that would be quite  
17 true. The sample is pretty close to half, and it's  
18 pretty random as to where capacity runs out, so this  
19 should be a fairly random sample.

20 Q. And the average you're talking about is how  
21 far from the order date is the customer desired date;  
22 is that correct?

23 A. Yes, that's what that number is looking at.

24 Now, this is calendar days.

25 Q. Right.

00643

1           A.   Whereas the standard interval is business  
2 days, so you have to add a few days to the standard  
3 interval, and it gets closer and closer to this  
4 number.

5           Q.   But you don't see any reason for the group  
6 of missed orders to have a longer date, longer or  
7 shorter, but -- or longer CDDD than all orders?

8           A.   No, I wouldn't expect that. As I said,  
9 capacity runs out in a fairly random way.

10          Q.   Okay.

11          A.   Although I might say -- I would have to  
12 caveat that. Certainly in bronze wire centers, it's  
13 longer.

14          Q.   Okay. I don't know what happened to my  
15 piece of paper, but I want to -- that's right. We  
16 know what happened to it. I want to go to the macro  
17 level. I think there's a lot of discussion here on  
18 the micro level of what happened on an individual  
19 case, and then there's discussion we had about the  
20 macro level, about in general what should companies  
21 be required to do.

22                   I understand you to say that, in essence,  
23 the customer is always right. That is, you're taking  
24 -- or at least 95 percent of the time. That you're  
25 taking as a given that US West ought to meet what the

00644

1 customer thinks is right 95 percent of the time  
2 without really looking behind that date, to that date  
3 in deciding whether it's reasonable or not reasonable  
4 or doable or not. Is that generally your view?

5 A. Yes, when the order is at least giving US  
6 West the standard interval or longer, I would say  
7 that US West should meet that interval -- the  
8 customer desired due date, which is now either  
9 standard interval or longer, 95 percent of the time.  
10 And I base that on the fact that other carriers are  
11 meeting that kind of a benchmark.

12 And by the way, I might add that that kind  
13 of a benchmark measured in a way that AT&T measures  
14 it; not measured in terms of completion measurements  
15 that US West is using. AT&T consistently measures  
16 the carriers in the same way, and when they say that  
17 GTE meets the desired due date 95 percent of the  
18 time, that's under the same type of measurement, not  
19 some different measurement scheme that US West is  
20 promoting.

21 Q. And you're comparing incumbents to  
22 incumbents. I think you were asked earlier about  
23 comparing incumbents to competitors. And in terms --  
24 if the focus is on the customer, and given that that  
25 -- and you're assuming that that customer's demand

00645

1 ought to be met 95 percent of the time, wouldn't that  
2 mean that that also should be met 95 percent of the  
3 time by competitors, as well? I'm not talking a  
4 legal standard or a regulatory standard.

5 A. Yes.

6 Q. Just in general, on the ground, you're  
7 saying, in your view, it's just plain reasonable to  
8 assume that any company, I gather, should be able to  
9 meet the customer demand within 95 percent of the  
10 time within, I guess, a maximum of 45 days?

11 A. Well, here's the issue there. US West has  
12 a ubiquitous network in their area in Washington.  
13 They're on every floor in every building in their  
14 region, they go to every street and are ubiquitous.  
15 The competitive carriers come in and start building  
16 up a network and they would try to compete with US  
17 West wherever they can. And it would behoove the new  
18 providers to provision as quickly as they can. It  
19 would be a little difficult to hold them to the same  
20 criteria, because they may not be in a particular  
21 building. They may want to be, but I think it's -- I  
22 think you may have to look at a standard for US West  
23 that might not be applicable in all situations to the  
24 competitors, because they simply don't have the  
25 networks built up yet.

00646

1 Q. So you would, in not a regulatory sense,  
2 but just in terms of expectations, you would hold  
3 incumbents to a different standard than competitors?

4 A. I think it's needed to hold the incumbents  
5 to a standard, because they have the monopoly network  
6 that's been built up over many years, and I mean -- I  
7 don't mean monopoly in that sense; I mean ubiquitous  
8 -- whereas the CLECs are growing and growing network.  
9 So I'm not sure you can really hold a CLEC yet to  
10 that kind of standard until they become a more  
11 dominant player in a market. They're competing  
12 against someone who has facilities everywhere and can  
13 expand them much more cheaply than they can. I think  
14 they would like to provision them as quickly as they  
15 can, but to say that they should have the same  
16 standard applied where they aren't even in the wire  
17 center yet is probably not reasonable.

18 Q. Okay. Then in your discussion of Exhibit  
19 123, that was what looks like an SAT test.

20 A. Yes.

21 Q. There, I think, you said that US West  
22 should either forecast well enough or simply provide  
23 enough -- what I'll call peak capacity?

24 A. Yes.

25 Q. To borrow -- well, I know it's used in

00647

1 telephones, too, but in the electric field, you've  
2 got to have enough peak capacity so the lights will  
3 always go on.

4 A. Yes.

5 Q. But I heard you to say that US West should  
6 be doing roughly the same thing, put enough capacity  
7 out there that it would be able to meet these -- your  
8 view of these deadlines. That is, the customer dates  
9 95 percent of the time?

10 A. Yes, this is the same issue that I saw in  
11 the paper here two days ago that's coming up in the  
12 Qwest merger case.

13 Q. Well, that's okay. We don't need to go  
14 into that.

15 A. To an engineer, it's the same capacity  
16 issue, that if you're not building enough capacity in  
17 the state, it's going to affect both the retail --  
18 both the local initial lines for customers and it's  
19 going to affect these long distance circuits that  
20 we're discussing in this case. It's the same issue.  
21 Not enough capacity.

22 Q. Okay. But if US West does do that, such  
23 that it basically overbuilds for any given situation,  
24 or at least at a given time, it might be overbuilt.  
25 In order to be able to satisfy particular demands

00648

1 that it can't predict with particularity, it will  
2 have excess capacity?

3 A. Yes, it will. I've worked with these  
4 issues for AT&T for many years, and they have the  
5 same issue.

6 Q. Well, if, then, is there -- the burden,  
7 then, of that over-capacity falls, I take it, on US  
8 West's customers?

9 A. Well, it's -- yes, plus I would say it's,  
10 you know, it's an issue that the Commission should  
11 consider. There's a balance between way too much  
12 capacity, where the ratepayers are subsidizing too  
13 much and not having enough, and there is a middle  
14 ground there where it's prudent to have the capacity.  
15 And I think the problem is that US West has erred on  
16 the side of not putting in enough capacity.

17 Q. But to the extent that US West needs to  
18 meet that level of excess capacity in order to meet  
19 the demand, but competitors, because they're in a  
20 different situation, don't, does it put any  
21 differential burden on US West customers versus the  
22 customers of other companies or those companies  
23 themselves or not?

24 A. Well, I would hold GTE to the same standard  
25 in Washington.

00649

1 Q. I'm not talking about GTE. I'm talking  
2 about US West and its wholesale and retail customers  
3 versus competitors who are going to interconnect with  
4 US West?

5 A. Yes.

6 Q. Them and their customers?

7 A. Well, here's the issue. When a new company  
8 comes into a location, usually they build a lot of  
9 excess capacity wherever they build, far more spare  
10 capacity, in many instances, than US West would have.  
11 So where they are, I would say they will meet these  
12 types of numbers that I'm saying. The problem is  
13 they aren't in every building, so it would be  
14 difficult to hold a competitor who is building out  
15 their network to the same standards in every location  
16 than you would to US West, who has ubiquitous  
17 network.

18 CHAIRWOMAN SHOWALTER: I think that's all  
19 the questions I have.

20 COMMISSIONER HEMSTAD: I don't have any.

21 COMMISSIONER GILLIS: No questions.

22 MS. SINGER-NELSON: I have a few questions.

23 CHAIRWOMAN SHOWALTER: Oh, I'm sorry, I had  
24 one more. I'm sorry about that.

25 Q. I wanted to ask you about forecasting



00650

1 again. It wasn't clear whether the discussion was on  
2 the micro level or the macro level. I understand  
3 that when AT&T has a customer request or has a  
4 project, that its practice, I heard you to say, is to  
5 let US West know about it. But there's another level  
6 of forecasting, which would be forecasting in  
7 general, where you thought you might have customers  
8 in a growth area?

9 A. Yes.

10 Q. Do you give that kind of more generic  
11 forecasting information to US West or is that US  
12 West's own job to do?

13 A. Well, I think the exhibit that Ms. Anderl  
14 showed me, while I didn't have time to look at it  
15 completely, but --

16 Q. It's more than we saw. I didn't see it yet  
17 at all.

18 MS. ANDERL: Sorry.

19 THE WITNESS: That's the type of  
20 information I believe that you're talking about, by  
21 and large. I didn't scan it completely, but that's,  
22 in general, the main thing that AT&T would give to US  
23 West, would be AT&T's generic prediction as to where  
24 -- which wire centers are growing at which speeds,  
25 and therefore, what is the general capacity that AT&T

00651

1 is going to need in each wire center.

2 So I mean, AT&T will try and push that down  
3 as far as it can. It will push it at least to the  
4 wire center level.

5 Q. But that information isn't based on  
6 particular customer orders or projects in the works;  
7 it's based on a more general or maybe longer term  
8 assessment of where business might grow?

9 A. It will actually be composed of all of  
10 those. Projects that they know about, projects that  
11 they think may come about, and general growth  
12 estimates for cities and communities in Washington.  
13 So it would be composed of all of those elements.

14 Q. And I just remembered another question. I  
15 think you acknowledged that our tariff doesn't have a  
16 maximum or cutoff day in it, and you suggested that  
17 it should be 45 -- something like 45 days?

18 A. Yes.

19 Q. And should that -- do you think that should  
20 be part of our tariff?

21 A. I believe it should, yeah.

22 Q. If it were part of our tariff, would it --  
23 wouldn't, still, from the examples we gave, only  
24 three cases be subject to it, from your exhibits?

25 A. Well, I'm not going to get into the dispute

00652

1 over jurisdiction, but I would hope that the  
2 Washington Commission could establish generic  
3 benchmarks that would be met for all special access  
4 orders.

5 Q. So that, in addition to going into the  
6 tariff, I think I hear that you're suggesting there  
7 should be another place or at least something like a  
8 45-day standard of reasonableness is in place that  
9 would apply to all orders, regardless of under which  
10 tariff?

11 A. Yes, that might be a solution. I'm not --  
12 you know, I can't say exactly where that should be,  
13 but I think it should be somewhere that covered all  
14 orders. Otherwise, this problem will persist.

15 CHAIRWOMAN SHOWALTER: Thank you.

16 JUDGE WALLIS: Ms. Singer-Nelson.

17 MS. SINGER-NELSON: Yes, thank you, Judge.

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

19 BY MS. SINGER-NELSON:

20 Q. Mr. Wilson, turn to Exhibit 118-C, which  
21 are your reports -- or it's the backup data  
22 underlying your analyses.

23 A. Okay.

24 Q. Ms. Anderl went through each of the reports  
25 at length with you. I would like you to simply

00653

1 explain what analysis each of these reports supports.  
2 So if you would take the first report, it's the  
3 lengthy one.

4 A. Okay, the --

5 MS. ANDERL: Your Honor, I object. I don't  
6 believe that's appropriate redirect. If that's  
7 something that the witness needed to explain, which  
8 reports were supported by that analysis, it was  
9 appropriate to do in either piece of his prefiled  
10 testimony. I asked him for some specific examples  
11 when I needed clarification, but I don't believe that  
12 a general explanation or narrative by the witness is  
13 appropriate redirect, and if that's not already clear  
14 in his testimony.

15 JUDGE WALLIS: What's the purpose of the  
16 inquiry?

17 MS. SINGER-NELSON: It's to enable Mr.  
18 Wilson to explain how this information is captured in  
19 his analysis in response to a lot of the  
20 cross-examination questions that Ms. Anderl had  
21 asked.

22 JUDGE WALLIS: Very well.

23 MS. SINGER-NELSON: Thank you.

24 THE WITNESS: The first set of data, which  
25 was the largest one in that exhibit, supports

00654

1 exhibits that have been marked 103-C, Days To  
2 Complete, and 104-C, which is Days to Provision. One  
3 is the bar chart averages and one is a scatter plot.  
4 So that's what I refer to as the Swenson data, or the  
5 larger data set of complete DS1 special access  
6 orders.

7 Q. And which columns from that backup data are  
8 used in Exhibit 103-C?

9 A. The issue date, which is Column Four, and  
10 The IE date, which is Column Five are used, and  
11 there's a subtraction of days done.

12 Q. What conclusions did you reach from a  
13 comparison between those columns?

14 MS. ANDERL: Your Honor, I again object to  
15 having the witness simply repeat his direct  
16 testimony. This is not in any way directed at any  
17 particular questions that either I or the bench  
18 asked, and it's unnecessarily duplicative and not  
19 appropriate redirect.

20 MS. SINGER-NELSON: Your Honor, this  
21 actually does go to the difference between the  
22 standard intervals and the completion dates. There  
23 was a lot of discussion about the opinions that Mr.  
24 Wilson has about whether the standard intervals apply  
25 or whether his opinions are based on the CDDD date.

00655

1 JUDGE WALLIS: Very well. Let's focus on  
2 the issue that you want to illustrate, rather than  
3 general descriptions.

4 MS. SINGER-NELSON: Okay.

5 Q. Mr. Wilson, please explain how this chart  
6 or what this chart does with regard to the standard  
7 intervals that are set forth in US West's tariffs.  
8 Does it measure the US West performance against those  
9 standard intervals or does it measure US West's  
10 performance against the customer desired due dates?

11 MS. ANDERL: I'm sorry, can I get the chart  
12 again?

13 MS. SINGER-NELSON: It's 103-C, I believe,  
14 Exhibit 1 to Mr. Wilson's direct testimony.

15 THE WITNESS: This is showing the total  
16 interval from the order to the completion. So it's  
17 not looking at the desired due date; it's looking at  
18 the actual completion versus the order date. And as  
19 a reference, the standard intervals are provided on  
20 the bottom, and we simply see they're long intervals.

21 And the second chart, 104-C, based on the  
22 same information, so this is also looking at the  
23 interval from the order to the completion, so it's  
24 the same interval -- or it's the same data, just  
25 looked at in a slightly different way. Here we're

00656

1 looking at all the individual orders. So these are  
2 all DS1 special access orders, and you see the huge  
3 variability in the provision times.

4 Q. Okay. Are other charts supported by that  
5 first report?

6 A. No, that's -- those are the two that are  
7 supported by that data.

8 Q. Now, excluding the two columns that have  
9 been excluded from your testimony and excluded from  
10 these exhibits, what charts does report number two  
11 support?

12 A. The only remaining chart that is supported  
13 by that particular data set is labeled 109-C, which  
14 is simply looking at the interval from the order date  
15 to the desired due date. That is an average interval  
16 from when the order is placed when it was desired to  
17 be completed.

18 Q. Okay. And finally, the third report, which  
19 charts did you prepare with the data contained in  
20 this report?

21 A. First one would be 111-C. That uses that  
22 set of data. There was more detail in it, so this  
23 chart looks at the interval to -- from the order to  
24 when the firm order completion notification was given  
25 to AT&T. So from the date it was ordered to the date

00657

1 that AT&T received the firm order confirmation -- so  
2 you see the variability there -- and when the FOC is  
3 received. Day one, day two, day three, out to many  
4 days.

5 Q. Any other graphs supported by that  
6 information?

7 A. Yes. The next one would be the new --  
8 well, the new C-126. This one is supported by what  
9 we'll call the third data set, and this one is  
10 looking at the length of time that orders were  
11 missed, so this is the -- this is the difference  
12 between the promised due date -- or this is the  
13 difference between when the customer -- when AT&T's  
14 desired due date from the desired due date to the  
15 actual completion.

16 So this is looking at how long these orders  
17 -- or the interval of miss or how long after the  
18 desired date that these orders were actually  
19 completed.

20 Q. Go ahead.

21 A. The next one would be 114-C. This one is  
22 looking at -- you're still using the third data set.  
23 This one is looking at the accuracy of the first  
24 commitment, so in the initial firm order commitment,  
25 which may have been the only firm order commitment,



00658

1 and many times was the only one, this looks at the  
2 days that the orders missed that commitment, so from  
3 the commitment to the actual date. So some of them  
4 missed by one day, some by many days.

5 Q. Okay.

6 A. There were actually two in this set that  
7 were provisioned on the actual date, so there are two  
8 that actually fall on the zero line, and a number of  
9 the ones that look almost like zero would be probably  
10 one day.

11 115-C, the next one, looking at the same  
12 type of thing, but this is using the last firm order  
13 commitment. So if sometimes there were two firm  
14 order commitments given or more, sometimes there were  
15 only one, so those would be in here as one firm order  
16 commitment, but we always use the last firm order  
17 commitment that US West sent. This is looking at the  
18 accuracy of the commitment date in those firm order  
19 commitments. And you can see that there are some  
20 more that are accurate, but there are also still some  
21 wide variation of these.

22 Q. Is that all, Mr. Wilson?

23 A. 117-C is actually a duplicate of 111-C, so  
24 we already have discussed that.

25 Q. Okay. Now, way back in the beginning of

00659

1 your cross-examination, Ms. Anderl was asking you  
2 about whether you believed there was something wrong  
3 with US West's tariff where it allows intervals to be  
4 negotiated on an ICB basis when facilities are not  
5 available. Do you recall that questioning?

6 A. Yes.

7 Q. Why should the Commission require US West  
8 to build facilities and not let other companies come  
9 in and fill the gap when no facilities are available  
10 to fill an order?

11 A. Well, I believe you're asking about when  
12 multiple companies are requesting facilities at the  
13 same time that might use some of the same equipment.  
14 I think the issue here is you need enough capacity to  
15 fill both requests in a prudent manner, so --

16 Q. Why shouldn't competitive access providers  
17 fill that gap?

18 MS. ANDERL: Your Honor, I object. These  
19 questions are entirely leading and inappropriate on  
20 direct.

21 MS. SINGER-NELSON: They're not leading.  
22 I'm not suggesting the answer at all.

23 JUDGE WALLIS: The questions are  
24 permissible.

25 THE WITNESS: Could you repeat that one,

00660

1 please?

2 Q. Why shouldn't competitive access providers  
3 fill that gap?

4 A. They will where they can. As I was  
5 discussing earlier, competitive providers will build  
6 out as fast as they can, but they can't be  
7 everywhere.

8 Q. This morning, you were talking about the  
9 number of total orders that AT&T places in a month,  
10 and you mentioned a confidential number on the  
11 record. Do you recall that?

12 A. Yes, I do.

13 Q. It may have been this afternoon. I bet it  
14 was this afternoon. Could you please clarify whether  
15 that's a Washington number or a region-wide number?

16 A. That's for Washington.

17 MS. SINGER-NELSON: Did we already ask that  
18 that number be stricken at the time it was --

19 JUDGE WALLIS: Yes.

20 MS. SINGER-NELSON: That's what I thought.  
21 A lot of my redirect has already been taken care of,  
22 so I'm crossing it off as I get across it.

23 Q. Now I'm directing your attention to some of  
24 the questions that Ms. Smith asked you about. Okay.  
25 You mentioned a problem, in your discussions with Ms.

00661

1 Smith, of US West providing commitment dates where no  
2 facilities are available. Do you recall that?

3 A. Yes.

4 Q. Do you have any exhibits attached to your  
5 testimony that discuss that problem or highlight that  
6 problem?

7 A. Well, I think that problem comes up in many  
8 of my exhibits. The issue is basically that, where  
9 facilities are not available, the service interval  
10 guide states that it should be negotiated with the  
11 company ordering, not return of a firm order  
12 commitment. And I'm showing that on these missed  
13 orders, firm order commitments were given, and that's  
14 inappropriate. It should be negotiated and  
15 discussed, and then, when facilities are available  
16 and it's assured that a commitment can be reached,  
17 then a firm order commitment should be given and that  
18 should be a good day. That's obviously not  
19 happening.

20 Q. Okay. And then, when the Chair was asking  
21 you some questions about C-211, US West Data Response  
22 --

23 A. Yes.

24 Q. Do you have that exhibit in front of you?

25 A. Yes, I do.

00662

1 Q. Okay. Did you prepare any analyses based  
2 on the data that's contained in that exhibit?

3 A. Yes, I did. Those would be Exhibits 105-C,  
4 106-C, 107-C, and 108-C, though 108-C uses a  
5 different column than the -- 105-C, 106-C and 107-C  
6 both -- all three use the next to the last column  
7 that we were discussing. And in fact, the numbers  
8 that we were discussing, which are confidential for  
9 the DS1 orders, would be in 105-C, 106-C will use the  
10 DSO digital, which would be the top row, for  
11 instance, and the third from the bottom row for the  
12 AT&T percentage there, the AT&T interval.

13 Q. Let's go to 105-C first.

14 A. Yes.

15 Q. Let's go exhibit by exhibit. Could you  
16 please tell me what 105-C represents?

17 MS. ANDERL: Your Honor, I have to -- I  
18 know I've been overruled on this before, but I have  
19 to interpose another objection. These questions are  
20 so general, they are not directly related to the  
21 cross-examination questions or questions from the  
22 bench, and I reiterate that I don't believe it's  
23 appropriate to have the witness simply repeat his  
24 direct testimony on redirect.

25 JUDGE WALLIS: I am concerned that the

00663

1 prior questioning did appear to get into repetition  
2 of the direct evidence or matters that could and  
3 should have been put in direct, and I'm not sure the  
4 advantage to having the witness repeat that  
5 information on the stand now.

6 MS. SINGER-NELSON: Okay, Judge. What I  
7 was meaning to do was just to have Mr. Wilson go into  
8 a visual explanation of some of the questions that  
9 Chairwoman Showalter was talking about. And she  
10 specifically -- I'm looking for my notes. I think  
11 she was specifically on page nine of Mr. Wilson's  
12 direct testimony. That was the next question that  
13 you had asked.

14 I think there was one portion of Mr.  
15 Wilson's testimony that directly talked about -- oh,  
16 okay. Here it is on page 29. I happened on to it.  
17 It's where Mr. Wilson was talking about -- from lines  
18 15 through 18, where Mr. Wilson talked about data  
19 from discovery produced by US West where US West has  
20 provisioned retail customers much more quickly than  
21 AT&T. And since his exhibit wasn't directly  
22 referenced at that point, I thought it would be  
23 helpful for Mr. Wilson to point out the exhibits that  
24 discuss that information, since that is a big issue  
25 for AT&T.

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1 JUDGE WALLIS: And what is that exhibit?

2 MS. SINGER-NELSON: 105 through 108.

3 JUDGE WALLIS: And does that reference that  
4 we've just accomplished thus accomplish the purpose?

5 MS. SINGER-NELSON: Yes, I guess it does.

6 I have no further questions.

7 CHAIRWOMAN SHOWALTER: I've got one  
8 clarification.

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

10 BY CHAIRWOMAN SHOWALTER:

11 Q. The confidential number, that monthly  
12 number that you said applied to Washington?

13 A. Yes.

14 Q. Are we on the same wavelength?

15 A. Yes.

16 Q. Is that monthly number applied to special  
17 access orders only?

18 A. Yes, that would be special access, DS1  
19 orders only.

20 CHAIRWOMAN SHOWALTER: Thank you.

21 MS. ANDERL: May I?

22 JUDGE WALLIS: Is there anything further?

23 MS. ANDERL: Yes, I had some follow-up on  
24 the Chairwoman's questions from earlier, as well as a  
25 little bit of re-cross. I guess, as an initial

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1 matter, I would ask what the effect of striking the  
2 confidential number is. Is it going to be a part of  
3 the record as a confidential number? Because if it  
4 were, I guess I would be wanting to ask a record  
5 requisition for the supporting data. If it's simply  
6 not going to be part of the record, then it's not  
7 material to me.

8 JUDGE WALLIS: If I recall correctly,  
9 didn't we ask that that be submitted?

10 MS. SINGER-NELSON: Mr. Wilson?

11 THE WITNESS: Well, if I may, it's simply  
12 US West has the -- I provided the data from which I  
13 would calculate that number. It would simply be  
14 counting the orders in each month from the larger  
15 data set. That's pretty simple to do. So that could  
16 easily be done with the information US West had.

17 MS. ANDERL: Your Honor, that's not the  
18 question I asked him. The question I asked him is  
19 how many orders does AT&T submit to US West every  
20 month. If that was not the question he was  
21 answering, then fine, but the data set that he  
22 provided only shows completed orders and only shows,  
23 in my understanding, DS1, and I did not -- do not  
24 know it to be complete. So if there is supporting  
25 data, I would be interested to see it and request it



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1 as a record requisition in response to the question  
2 that I asked, which is orders submitted, not orders  
3 completed.

4 JUDGE WALLIS: Can the witness clarify the  
5 response?

6 THE WITNESS: Yes. The data set that I was  
7 referring to is based on order completions. However  
8 orders move through the system, albeit slowly, I have  
9 no reason to believe that AT&T is placing more or  
10 less orders in a given month than are completing in a  
11 given month. We're not maintaining that we're  
12 building up a standing backlog that is growing, that  
13 held orders would be a backlog of sorts, but I  
14 believe there's testimony that the held order backlog  
15 is pretty constant.

16 So in that sense, I would say that the data  
17 we provided on order completions correctly  
18 represents, on average in any month, or an average  
19 total, the orders that are being submitted every  
20 month. And I would further add that AT&T gets all of  
21 these orders, so it knows very well --

22 MS. SINGER-NELSON: You mean US West?

23 THE WITNESS: US West receives these orders  
24 from AT&T, so they can count them very easily.

25 JUDGE WALLIS: Does that answer your

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1 concern, Ms. Anderl?

2 MS. ANDERL: Well, yes, I guess it does.

3 It's simply that Mr. Wilson's number is only about  
4 half, on average, of the numbers that Ms. Halvorson  
5 provided in her testimony, the confidential footnote  
6 that we were talking about earlier. And I was very  
7 interested to understand AT&T's support for that  
8 figure. I understand, from Mr. Wilson's testimony  
9 here today, that he's -- well, let me ask.

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

11 BY MS. ANDERL:

12 Q. Mr. Wilson, do you have any direct  
13 knowledge, from having reviewed the actual orders  
14 submitted to US West by AT&T, how many orders AT&T  
15 submits to US West in a given month in the state of  
16 Washington?

17 A. That's -- yes, I can answer that. The data  
18 that I'm referring to and the data that AT&T is using  
19 and the orders that are involved in this complaint  
20 are called USOs, user service orders. Ms. Halvorson  
21 is incorrectly adding what are known as engineering  
22 service orders, ESOs, to this list. These are simply  
23 rearrangements that all companies do in their network  
24 and they don't affect end users. That's one of the  
25 differences in the presentation of data. And what we

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1 are focusing on are orders that affect the customer.  
2 Ms. Halvorson is, I believe, improperly  
3 putting into her calculations engineering service  
4 orders, which are merely rearrangements of circuits  
5 that don't affect customers and can be done at any  
6 time.

7 Q. And so the basis for the number that you  
8 gave into the record is simply your Exhibit KW-6, or  
9 118-C?

10 A. Yes, I believe that's what we were  
11 discussing, the one that has 1,075 orders on it.

12 Q. And when I asked you the question about how  
13 many orders AT&T submits to US West in a given month,  
14 how is it that you understood from that question that  
15 I was only asking you for the USO orders?

16 A. Those are the orders involved in this  
17 complaint and those are the orders that I've  
18 analyzed, and we were meticulous to only look at  
19 orders which affect customers in Washington.

20 Q. What was it about my question that led you  
21 to believe that it was so limited?

22 A. That's what I've been focusing on and  
23 that's what this case is about.

24 Q. Do you identify the difference between  
25 these two types of orders that you just described

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1 anywhere in your testimony?

2 A. No, I don't. My testimony and the  
3 complaint, I think, are pretty specific. These are  
4 special service orders for the customers.

5 MS. ANDERL: Your Honor, understanding from  
6 the witness's responses upon which documents he  
7 relied, I would not need a record requisition.

8 JUDGE WALLIS: Thank you.

9 MS. ANDERL: I do have a couple questions  
10 about the third page of Ms. Halvorson's Exhibit  
11 211-C.

12 Q. Mr. Wilson, for your convenience, you have  
13 a document probably in your packet that's marked as  
14 C-124. It's the same document. You could use that.

15 A. I have that.

16 Q. Okay. It's true, is it not, Mr. Wilson,  
17 that the average intervals that are referenced in the  
18 second column from the right include orders that were  
19 missed due to customer reasons?

20 A. I would say that's true, yeah.

21 Q. Follow me, if you will, Mr. Wilson, to  
22 about the middle of the page. Actually, it's not.  
23 It's the column that says Pct Cust Miss, or percent  
24 customer miss?

25 A. Yes.

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1 Q. Do you see that column?

2 A. Pound sign customer missed, I guess.

3 Q. No, that's number customer missed.

4 A. Okay.

5 Q. Look to the right and you'll see PCT,

6 percent customer missed.

7 A. Yes.

8 Q. Isn't it true -- well, and then in that  
9 column, and then on the second and third lines from  
10 the bottom, where it says ATX, reading across, DSO,  
11 digital, and DSO voice grade. As you go across, you  
12 will come to a column that says percent company  
13 missed and a column that says percent customer  
14 missed, then two columns over. Do you see -- are you  
15 tracking with me?

16 A. Yes.

17 Q. Without using the actual numbers?

18 A. Yes.

19 Q. Isn't it true that, for both of those  
20 services, the percent customer missed is greater than  
21 the percent company missed?

22 A. That's what this is showing. I don't  
23 subscribe to US West's method of reporting what's a  
24 customer miss and what's a company miss.

25 Q. And if you just go to the column that

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1 identifies the percent company missed orders, and as  
2 you read down through comparing the number of times  
3 the company missed for its retail customers,  
4 wholesale customers, wholesale less AT&T, and AT&T  
5 alone, isn't it correct that for DSO digital orders,  
6 the company miss for US West retail customers was  
7 over four times that what it was for AT&T's orders?

8 A. That's what this is showing, but as I said,  
9 I don't subscribe to US West's methodology of  
10 attributing misses to particular categories.

11 Q. Well, but to the extent that US West did  
12 that consistently between its retail customers and  
13 its wholesale customers, would you agree that that's  
14 what the data shows?

15 A. I prefer to look at the flat interval which  
16 is the right-hand column, or the next to the  
17 right-hand column. There are big areas of dispute as  
18 to how to attribute customer miss and company miss.

19 Q. Would you also accept, subject to check,  
20 that for DSO voice grade, the percent company miss  
21 for retail customers was twice that what it was for  
22 AT&T's orders?

23 A. That's what this chart is showing, but as I  
24 said, I don't subscribe to this method of attributing  
25 misses. I mean, I would say that the reasons -- I

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1 mean, the customer set is the same, so over time, the  
2 misses should be coming out the same, and there's  
3 some attribution going on here that would take a lot  
4 more discovery to figure out.

5 Q. Do you know, in the average interval  
6 column, how many days -- how do I ask this question  
7 -- how many days within those intervals are  
8 appropriately attributed to special projects or other  
9 negotiated intervals?

10 A. No, I believe this -- I said that both  
11 companies have those, both types.

12 MS. ANDERL: Thank you. Your Honor.

13 JUDGE WALLIS: Is there anything further?

14 It appears that there's not. Mr. Wilson, thank you  
15 for appearing today. You're excused from the stand.

16 THE WITNESS: Thank you, Your Honor.

17 JUDGE WALLIS: Let's be off the record for  
18 a scheduling discussion.

19 (Discussion off the record.)

20 JUDGE WALLIS: Back on the record, please.

21 Ms. Anderl, you have something to bring up at this  
22 time?

23 MS. ANDERL: Yes. Assuming that this  
24 concludes AT&T's case in chief, US West would like to  
25 renew its motion to dismiss this matter. We believe

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1 that the evidence presented in AT&T's direct case  
2 simply does not establish sufficient amounts of  
3 intrastate traffic in order for the Commission to  
4 warrant proceeding to a decision on the issues  
5 presented.

6 I will not go into great detail about the  
7 basis for the motion, because it is the same basis  
8 that we have offered prior. However, I would call  
9 the Commission's attention to its own Third  
10 Supplemental Order in this matter, dated the 12th of  
11 November, wherein the Commission explicitly stated,  
12 We do expect that the evidence -- (presented at the  
13 hearing), that's my addition -- will demonstrate a  
14 sufficient volume of intrastate traffic to warrant  
15 our proceeding to a decision on the issues presented.

16 We have heard about a total of three  
17 intrastate orders over the course of a six or  
18 12-month period which are potentially at issue in  
19 this complaint, and for special access, no  
20 substantial evidence with regard to switched access  
21 issues, and we would therefore renew that motion.

22 JUDGE WALLIS: For AT&T?

23 MS. PROCTOR: And we would refer -- I'm  
24 afraid I don't have the number of the Commission's  
25 recent order denying the -- let's see, I guess there



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1 was the first Commission order responding to that  
2 motion and denying the motion, then there was the  
3 second Commission order refusing to hold the schedule  
4 in abeyance, our pleadings in support.

5 But more importantly, I think what we're  
6 dealing with here is the fact that the evidence does  
7 quite clearly show that access facilities may, for a  
8 pricing matter, be purchased out of the interstate  
9 tariff. Intrastate traffic is carried on those  
10 special access facilities, and can be as great a  
11 percentage as 89 percent of the facility, even when  
12 that facility is, because of the FCC Part 47 rules,  
13 designated as an interstate facility. So that, as a  
14 practical matter, intrastate traffic is carried on  
15 all of those facilities.

16 So if you look at the snapshot views, which  
17 attempt to capture, at certain points in time,  
18 anyway, facilities which are either held or missed  
19 orders, those all involve intrastate traffic. US  
20 West's position would leave the Commission in the  
21 position that it would basically lose jurisdiction  
22 over service quality issues for intrastate traffic.  
23 And as the dilemma faced by MCI in its complaint  
24 filed some three and a half years ago, the FCC  
25 demonstrates, those issues could well never be

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1 addressed.

2 JUDGE WALLIS: Commission Staff.

3 MS. SMITH: Thank you, Your Honor. The  
4 Commission Staff concurs in the comments made by Ms.  
5 Proctor, and we would state that Commission Staff  
6 views this case as a case of service quality, not a  
7 case of what tariff has the best price for these  
8 circuits that will carry intrastate traffic.

9 And for this Commission to have  
10 jurisdiction over the service quality of a great  
11 percentage of intrastate traffic, it would have to  
12 look at these particular orders, these snapshot  
13 orders. And even though, for purposes of the  
14 pricing, they're purchased out of the FCC tariff,  
15 they still can carry a significant amount of  
16 intrastate traffic. And this Commission should be  
17 looking at service quality issues that affect such a  
18 great percentage or potential percentage of  
19 intrastate usage.

20 JUDGE WALLIS: Does it matter whether the  
21 actual traffic carried is five percent or 89 percent?

22 MS. SMITH: Not for purposes of service  
23 quality.

24 MS. ANDERL: Your Honor, may I reply? I  
25 think that Ms. Proctor's and Ms. Smith's arguments

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1 both focus on clearly the wrong thing. Maybe their  
2 arguments were appropriate at the beginning of this  
3 case, where you would speculate and say, you know,  
4 these circuits could be carrying an awful lot of  
5 intrastate traffic, and that's what they all said,  
6 and that was fine. However, we're now at the close  
7 of the Complainant's case in chief, and we've not  
8 seen one shred of evidence that they are carrying  
9 intrastate traffic. It's purely speculative.

10 Witnesses have testified truthfully, sure,  
11 there could be intrastate traffic on these circuits.  
12 Is there? We don't know. That's not established in  
13 the record. It's Complainant's burden, and  
14 Complainant has simply not met the burden to  
15 establish that intrastate traffic is impacted in any  
16 more than a very de minimis way by identifying three  
17 orders for DSL service out of the intrastate tariff.

18 CHAIRWOMAN SHOWALTER: Ms. Smith, assuming  
19 we get over the issue of intrastate traffic, what's  
20 the authority that, under a service quality dispute  
21 -- if this is a service quality dispute and if there  
22 has been a violation of service quality, where is it?  
23 And what's our authority under the statutes to deal  
24 with this? You probably have this in your brief, but  
25 it's been a while.

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1 MS. SMITH: Your Honor, I don't have that  
2 -- I don't have our briefs on this issue with me, and  
3 in fact, I don't even have my book of Washington  
4 statutes with me this afternoon. If perhaps we can  
5 take just a few moments at the beginning of tomorrow  
6 morning's session, I would, I think, be better  
7 prepared to give a good answer to your question,  
8 rather than perhaps not so good of an answer right  
9 now.

10 CHAIRWOMAN SHOWALTER: Okay.

11 JUDGE WALLIS: Is there anything further?  
12 I acknowledge that the Company has provided copies of  
13 Exhibit C-229. Thank you very much for that. We  
14 will convene tomorrow at 8:30, and the Commission is  
15 taking the motion to dismiss under advisement,  
16 subject to possible additional questions in the  
17 morning.

18 MS. ANDERL: Thank you, Your Honor.  
19 (Proceedings adjourned at 5:07 p.m.)

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