

Exhibit A

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (this Agreement) is dated as of May 11, 199, between AT&T Corp., a New York corporation ("AT&T") Boulder Telecommunications Consultants, LLC, a Colorado limited liability company ("Contractor").

RECITALS

- A. AT&T would like to retain Contractor to perform certain services (the "Services").
- B. In connection with Contractor's performance of the Services, AT&T may disclose valuable proprietary information relating to AT&T's operations and businesses.
- C. AT&T would like to protect the confidentiality of, maintain its rights in and prevent the unauthorized use and disclosure of such information.

AGREEMENT

AT&T and Contractor hereby agree as follows:

1. Confidential Information

As used in this Agreement, Confidential Information means any information disclosed by or relating to AT&T, whether of a technical, business or other nature (including, without limitation, trade secrets, know-how and information relating to the technology, customers, business plans, promotional and marketing activities, finances and other business affairs of AT&T), that generally is not known to the public. Confidential Information may be contained in tangible materials, such as drawings, models, data, specifications, reports, compilations and computer programs, or may be in the nature of unwritten knowledge. In addition, Confidential Information includes all information that Contractor may obtain by walk-through examination of AT&T's premises.

2. Use of Confidential Information

Contractor will keep the Confidential Information in confidence and, except as expressly provided in this Agreement, will not disclose it to anyone without AT&T's prior written consent. Contractor will not use, or permit others to use, Confidential Information for any purpose other than that for which it was disclosed. Contractor will use its best efforts to avoid disclosure, dissemination or unauthorized use of Confidential Information.

3. Exceptions

The provisions of Section 2 will not apply to any Confidential Information that (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been, known to Contractor at the time of its receipt from AT&T; (iii) is rightfully received from a third party who did not acquire or disclose such information by a wrongful or tortious act; or (iv) can be shown by documentation to have been, independently developed by Contractor without reference to any Confidential Information.

4. Exportation/Transmission of Confidential Information

Contractor acknowledges that the Confidential Information and any related materials or information provided hereunder are subject to the export control laws and regulations of the U.S., and any amendments thereof. Contractor confirms that it will not export or re-export these items, directly or indirectly, either to (i) any countries that are subject to U.S. export restrictions (currently including, but not necessarily limited to, Cuba, the Federal Republic of Yugoslavia (Serbia and Montenegro), Iran, Iraq, Libya, North Korea, and Syria); and (ii) any third party who Contractor knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons; or (iii) any third party who has been prohibited from participating in the U.S. export transactions by any federal agency of the U.S. government.

5. Disclosures to Governmental Entities

If Contractor becomes legally obligated to disclose Confidential Information by any governmental entity with jurisdiction over it, Contractor will give AT&T prompt written notice sufficient to allow AT&T to seek a protective order or other appropriate remedy. Contractor will disclose only such information as is legally required and will use its reasonable best efforts to obtain confidential treatment for any Confidential Information that is so disclosed.

6. Ownership of Confidential Information

All Confidential Information will remain the exclusive property of AT&T, and Contractor will have no rights, by license or otherwise, to use the Confidential Information except as expressly provided herein.

7. Return of Confidential Information

Contractor immediately will return all tangible material embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) upon the earlier of (i) the completion or termination of the Services and (ii) AT&T's written request.

8. Injunctive Relief

Contractor acknowledges that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to AT&T for which monetary damages may be difficult to ascertain or an inadequate remedy. Contractor therefore agrees that AT&T will have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief for any violation of this Agreement.

9. Limited Relationship

This Agreement will not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Contractor will act as an independent contractor (and not as AT&T's agent) for all purposes.

10. Cumulative Obligations

Contractors obligations hereunder are in addition to, and not exclusive of, any and all of its other obligations and duties to AT&T, whether express, implied, in fact or in law.

11. Entire Agreement; Amendment

This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and may be amended or modified only with the mutual written consent of the parties.

12. Scope; Termination

This Agreement is intended to cover Confidential Information disclosed by AT&T both prior and subsequent to the date hereof. This Agreement automatically will terminate upon the completion or termination of dealings between AT&T and Contractor; provided, however, that Contractor's obligations with respect to AT&T's Confidential Information will survive completion or termination of the dealings between the parties.

13. Nonwaiver

Any failure by AT&T to enforce Contractor's strict performance of any provision of this Agreement will not constitute a waiver of AT&T' right to subsequently enforce such provision or any other provision of this Agreement.

14. Governing Law; Etc.

This Agreement will be governed by internal laws of the State of Colorado, without reference to its choice of law rules, and may be executed in counterpart copies. If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

The parties have executed this Agreement on the date first written above.

AT&T:

AT&T Corp.

By: _____

Its: Vice President, Law & Government Affairs

Contractor:

Contractor

By: _____

Its: President

Exhibit B

SERVICES AGREEMENT

This Services Agreement (this "Agreement"), dated as of May 11, 1998, is made between AT&T Corp., a New York corporation ("AT&T"), and Boulder Telecommunications Consultants, LLC a Colorado limited liability company, ("Contractor").

In consideration of the mutual covenants contained herein, AT&T and Contractor hereby agree as follows:

Section 1. The Services

AT&T may, from time to time, notify Contractor that it wishes Contractor to perform certain of the services defined in Exhibit A (the "Services") in support of specific projects. Promptly after such notification, Contractor shall submit to AT&T a proposed budget for the performance of such Services. After review of such proposed budget, AT&T shall provide written authorization to perform any of such Services to Contractor, provided in AT&T's reasonable opinion such budget is acceptable. Upon authorization, Contractor will perform the Services in accordance with the terms and conditions of this Agreement. Contractor will perform the Services in a professional, workmanlike manner in compliance with all standards and rules reasonably established by AT&T from time to time. Unless otherwise agreed by AT&T in writing, Contractor (a) will provide all equipment and supplies necessary or appropriate to perform the Services, and (b) will not subcontract any Services.

Section 2. Compensation

AT&T will pay Contractor for Services rendered in accordance with Exhibit B. Each month, Contractor will submit an invoice to AT&T for Services rendered during the preceding thirty (30) days, and AT&T will remit all properly payable amounts within thirty (30) days of AT&T's receipt of any such invoice. Each invoice will describe, in reasonable detail and with respect to the relevant invoice period (a) the number of hours expended performing Services, itemized by task, (b) a description of the Services provided, and (c) any work product created.

Contractor shall notify AT&T in writing when Contractor reasonably anticipates that its fees and expenses for any of the Services will exceed the budget set forth in an authorization.

Section 3. Term

The term of this Agreement will commence on May 15, 1998 and, unless otherwise terminated pursuant to Section 13, will end upon Contractor's completion of the Services (as determined by AT&T in its sole discretion).

Section 4. Independent Contractor

Contractor will perform the Services as an independent contractor of AT&T, and this Agreement will not be construed to create a partnership, joint venture or employment relationship between Contractor or any of Contractor's officers, members or employees and AT&T. Neither Contractor nor any of its officers, members or employees will represent itself to be an employee or agent of AT&T or enter into any agreement on AT&T's behalf of or in AT&T's name. Contractor will retain full control over the manner in which it performs the Services and neither Contractor, its officers, members or employees will be entitled to workers' compensation, retirement, insurance or other benefits afforded to employees of AT&T.

Section 5. Year 2000 Compliance

Contractor warrants that all products provided under this Agreement, including under all Statements of Work, shall be Year 2000 Compliant. Specifically, Contractor ensures that its products will manage and manipulate data involving dates, including single-century formulas and multi-century formulas, and will not cause an abnormally ending scenario within the application or result in the generation of incorrect values involving such dates; that all date-related user interface functionalities and data fields will include the indication of the century; and that all data-related functions will include the indication of century.

Section 6. Compliance With Laws

Contractor will (a) comply with all federal, state and local laws, ordinances, regulations and orders with respect to its performance of the Services, (b) file all reports relating to the Services (including, without limitation, tax returns), (c) pay all filing fees and federal, state and local taxes applicable to Contractor's business as the same shall become due, and (d) pay all amounts required under local, state and federal workers' compensation acts, disability benefit acts, unemployment insurance acts and other employee benefit acts when due. Contractor will provide AT&T with such documents and other supporting materials as AT&T may reasonably request to evidence Contractor's continuing compliance with this Section 6.

Section 7. Insurance; Risk of Loss

Contractor will maintain insurance policies (including, without limitation, automobile insurance, commercial liability insurance and statutory workers' compensation insurance) that are sufficient to protect Contractor's business against all applicable risks. Contractor will provide AT&T with certificates of insurance and other supporting materials as AT&T may reasonably request to evidence Contractor's continuing compliance with the preceding sentence. Contractor will be liable for all loss or damage, other than ordinary wear and tear, to AT&T property in Contractor's possession or control. If through no fault of Contractor, Contractor suffers any loss to property that may be in AT&T's possession or control, AT&T will be liable for such loss and damage, other than ordinary wear and tear. In the event of any such loss or damage, the liable party will pay the other the full current replacement cost of such equipment or property within thirty (30) days after its loss or damage.

Section 8. Ownership and Use of Proprietary Materials**8.1 Proprietary Materials**

As used in this Agreement, "Proprietary Materials" means all products, devices, computer programs, techniques, know-how, algorithms, procedures, discoveries or inventions, whether patentable or copyrightable and whether reduced to practice, and all materials, texts, drawings, specifications, source code, data and other recorded information, in preliminary or final form and on any media whatsoever, that (a) is within the scope of AT&T business, research or investigations or results from or is suggested by Contractor's performance of the Services, and (b) is created, conceived, reduced to practice, developed, discovered, invented or made by Contractor during the term of this Agreement, whether solely or jointly with others, and while engaged in performing the Services. "Proprietary Materials" does not mean any material that (i) is or becomes available in the public domain through no action or inaction of Contractor and without breach of this Agreement; (ii) can be shown by documentation to have been created, conceived, reduced to practice, developed, discovered, invented or made by Contractor prior to the Effective Date of this Contract; (iii) is rightfully received from a third party who can be shown by

documentation to have created, conceived, reduced to practice, developed, discovered, invented or made such material through no action or inaction of Contractor and without breach of this Agreement.

8.2 Ownership

AT&T will be the exclusive owner of all Proprietary Materials. To the extent permitted under the U.S. Copyright Act (17 USC /101 et seq., and any successor statute thereto), the Proprietary Materials will constitute "works made for hire," and the ownership of such Proprietary Materials will vest in AT&T at the time they are created. To the extent the Proprietary Materials are not "works made for hire" under applicable copyright laws, Contractor hereby assigns and transfers to AT&T all right, title and interest that Contractor may now or hereafter have in the Proprietary Materials, subject to the limitations set forth in Section 8.4. Contractor will promptly disclose to AT&T all Proprietary Materials.

8.3 Further Acts

Contractor will take such action (including, but not limited to, the execution, acknowledgment, delivery and assistance in preparation of documents or the giving of testimony) as may be requested by AT&T to evidence, transfer, vest or confirm AT&T's right, title and interest in the Proprietary Materials.

8.4 Limitation

Notwithstanding any other provision of this Agreement to the contrary, this Section 8 will not obligate Contractor to assign or offer to assign to AT&T any of Contractor's rights in an invention for which no equipment, supplies, facilities or trade secret information of AT&T was used and which was developed entirely on Contractor's own time, unless (a) the invention relates directly to the business of AT&T or to AT&T's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by Contractor for AT&T. This satisfies the written notice and other requirements of RCW49.44.140.

8.5 Use

Except as required for Contractor's performance of the Services or as authorized in writing by AT&T, Contractor will not use, disclose, publish or distribute any Proprietary Materials or remove any Proprietary Materials from AT&T's premises. This Section 8 will not limit Contractor from disclosing any Proprietary Materials to third parties if (i) such disclosure is reasonably necessary in the Contractor's performance of the Services, (ii) such disclosure does not diminish any rights of AT&T in such Proprietary Materials, (iii) such disclosure does not violate the terms of the Nondisclosure Agreement referred to in Section 12 below, and (iv) such materials are clearly identified as AT&T proprietary. Contractor will hold all Proprietary Materials in trust for AT&T and will deliver them to AT&T upon request and in any event upon the expiration or termination of this Agreement.

8.6 Warranty

Contractor represents and warrants that the Proprietary Materials, and the exercise by AT&T of its rights hereunder with respect to the Proprietary Materials, will not infringe upon, violate or misappropriate any patent, copyright, trade secret, trademark, contract or other right or interest of any third party.

Section 9. No Conflicting Obligations

9.1 Other Agreements

Contractor's execution, delivery and performance of this Agreement will not violate any other employment, nondisclosure, confidentiality, consulting or other agreement to which Contractor is a party or by which it may be bound. AT&T acknowledges that Contractor may enter into other arrangements for providing services to third parties who are competitive local exchange carriers ("CLECs").

9.2 Third-Party Confidential Information

Contractor will not use, in the performance of the Services or the creation of any Proprietary Materials, or disclose to AT&T any confidential or proprietary information of any other person if such use or disclosure would violate any obligation or duty that Contractor owes to such other person. Contractor's compliance with this Section 9.2 will not prohibit, restrict or impair Contractor's performance of the Services and its other obligations and duties to AT&T.

Section 10. Priority; Noncompetition

During the term of this Agreement, Contractor will not perform services for a third party that, in AT&T's reasonable opinion, would conflict with Contractor's performance of the Services. Without limiting the foregoing, Contractor will not, during the term of this Agreement and for twenty-four (24) months thereafter, use any of its personnel who perform services for AT&T to perform similar services for a "Competitor" of AT&T, while under Contractor's employ, unless AT&T consents in writing to that placement. As used in this Section 10, "Competitor" means GTE Inc. and its affiliates, U S WEST Communications, Inc. and its affiliates and all other Regional Bell Operating Companies ("RBOCs") and their affiliates

Notwithstanding the foregoing, Contractor may perform services for a third party that is a CLEC, provided such services relate solely to such CLEC's entry into the local exchange telecommunications and information services market and/or its activities with respect to Section 271 of the Telecommunications Act of 1996 and such CLEC is not affiliated with any RBOC.

Section 11. Indemnification

Each party (the "Indemnifier") will indemnify, defend and hold the other party (and its agents and employees) (the "Indemnified") harmless from all claims, damages, losses and expenses (including attorneys' fees) arising out of or resulting from any claim, action or other proceeding (including any proceeding by any of the Indemnifier's employees, agents or contractors) that is based upon (a) Indemnifier's breach of this Agreement, (b) the conduct of Indemnifier's business, (c) any negligent act or omission of Indemnifier, or (d) the infringement or misappropriation of any foreign or United States patent, copyright, trade secret or other proprietary right by the Proprietary Materials.

Section 12. Nondisclosure Agreement

As a condition to AT&T's obligations under this Agreement, Contractor agrees to enter into and abide by all the terms and conditions of that certain Nondisclosure Agreement dated as of May 8, 1998, between AT&T and Contractor, a copy of which is attached hereto.

Section 13. Termination

13.1 Termination for Cause

Either AT&T or Contractor may terminate this Agreement upon the other party's material breach of this Agreement, provided that (a) the nonbreaching party sends written notice to the breaching party describing the breach in reasonable detail, (b) the breaching party does not cure the breach within twenty (20) days following its receipt of such notice, and (c) following the expiration of the twenty-day cure

period, the nonbreaching party sends a second written to the breaching party indicating the nonbreaching party's desire to terminate this Agreement.

13.2 Termination for Convenience

Either AT&T or Contractor may terminate this Agreement at any time upon thirty (30) days' written notice to the other party.

13.3 Survival

Sections 8, 10, 11, 12, 13 and 14 (together with all other provisions of this Agreement that may reasonably be interpreted or construed as surviving termination of the Term) will survive the termination of the Term.

Section 14. Notices

All notices given hereunder will be given in writing, will refer to this Agreement and will be personally delivered, sent by telecopy, by other electronic facsimile transmission or by registered or certified mail (return receipt requested) to the address set forth below the parties' signatures at the end of this Agreement. Any party may from time to time change such address by giving the other party notice of such change in accordance with this Section 14.

Section 15. Remedies

The parties agree that damages may be inadequate to compensate for the unique losses to be suffered in the event of a breach hereof, and that the damaged party will be entitled, in addition to any other remedy it may have under this Agreement or at law, to seek and obtain injunctive and other equitable relief, including specific performance of the terms of this Agreement without the necessity of posting bond.

Section 16. Assignment

Contractor may not assign this Agreement, in whole or in part, without AT&T's prior written consent. AT&T may assign its rights hereunder to (a) any corporation resulting from any merger, consolidation or other reorganization to which AT&T is a party, (b) any corporation, partnership, association or other person to which AT&T may transfer all or substantially all of the assets and business of AT&T existing at such time, or (c) any subsidiary of AT&T. All the terms and provisions of this Agreement will be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

Section 17. Personnel

The terms and conditions of this Agreement will be binding upon Contractor's officers, members, employees, agents, subcontractors and affiliates.

Section 18. Waivers

No delay or failure by any party hereto in exercising or enforcing any of its rights or remedies hereunder, and no course of dealing or performance with respect thereto, will constitute a waiver thereof. The express waiver by a party hereto of any right or remedy in a particular instance or will not constitute a waiver thereof in any other instance. All rights and remedies will be cumulative and not exclusive of any other rights or remedies.

Section 19. Amendments

No amendment, waiver or discharge of any provision of this Agreement will be effective unless made in writing that specifically identifies this Agreement and the provision intended to be amended, waived or discharged and signed by AT&T and Contractor. Each such amendment, waiver or discharge will be effective only in the specific instance and for the specific purpose for which given.

Section 20. Applicable Law

This Agreement will be governed in all respects by, and construed and enforced in accordance with, the laws of the state of Colorado, without regard to any rules governing conflicts of laws.

Section 21. Severability

If any provision of this Agreement is held invalid, illegal or unenforceable in any jurisdiction, for any reason, then, to the full extent permitted by law (a) all other provisions hereof will remain in full force and effect in such jurisdiction and will be liberally construed in order to carry out the intent of the parties hereto as nearly as may be possible, (b) such invalidity, illegality or unenforceability will not affect the validity, legality or enforceability of any other provision hereof, and (c) any court or arbitrator having jurisdiction thereover will have the power to reform such provision to the extent necessary for such provision to be enforceable under applicable law.

Section 22. Entire Agreement

This Agreement and the Nondisclosure Agreement between the parties constitute the entire agreement between AT&T and Contractor with respect to their subject matters, and all prior or contemporaneous oral or written communications, understandings or agreements between AT&T and Contractor with respect to such subject matters are hereby superseded in their entireties.

The parties have executed this Agreement as of the date first set forth above.

AT&T:

AT&T Corp.

By: 

Its: Vice President, Law & Government Affairs

1875 Lawrence Street
Suite 1500
Denver, Colorado 80203
Attn: Tom Pelto, Esq.

Contractor:

Boulder Telecommunications Consultants, L.L.C.

By: 

Its: President

970 11th Street
Boulder, Colorado 80302
Attn: Priscilla J. Corielle

EXHIBIT A**The Services**

Contractor's members, officers and employees shall perform the services of expert and testifying witness(es) with respect to local telephone market entry and Section 271 of the Telecommunications Act of 1996. Such services may include, without limitation, the following:

271 Work Products for each state:

1. Technical evaluation of USWC filing
2. Technical evaluation of AT&T and other contracts w/r to USWC filing
3. Development of technical issues
4. Testimony 1st draft
5. Discovery questions preparation
6. Testimony 2nd draft
7. Evaluation of discovery responses
8. Testimony final
9. Evaluation of rebuttal response
10. Development of cross questions
11. Final preparation for hearing
12. Hearing Witnessing
13. Assist legal team during hearing
14. Preparation of material for brief

Additional Work Products as may be required:

Remand hearing preparation and witnessing

US WEST central office tours representation

Special hearing preparation and witnessing

Development of new technical advice and consultation with legal team on technical issues Together with all other tasks reasonably requested by AT&T from time to time relating to the above described services.

EXHIBIT B

Compensation

Contractor shall charge AT&T the fees for the Services at the following rates:

Senior Technical Witness: Testifying: \$160/hour Non-testifying: \$130/hour

Technical Witness: Testifying: \$130/hour Non-Testifying: \$100/hour

Provided Contractor has received advance written approval from AT&T of any expenses, Contractor shall be reimbursed by AT&T for all reasonable and necessary expenses incurred in the performance of the Services.

During the term of this Agreement and for a period of 12 months following the termination of this Agreement, Contractor shall retain all documentation relating to the fees and expenses charged to AT&T and incurred by Contractor. Within 30 days after receipt of a request by AT&T during the term of this Agreement and for a period of 12 months following the termination of this Agreement, Contractor shall provide to AT&T all of the following: (i) reasonable details of all fees charged by Contractor listed by witness, including tasks performed by such witness and hours per day spent by such witness and (ii) copies of receipts for all expenses incurred by Contractor.

If Contractor provides services to a third party or parties that are reasonably the same or similar to the Services provided hereunder, Contractor agrees to apportion its fees and expenses for such services (including the Services) equally between or among AT&T and such third party or parties.

Exhibit C

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

SANDRA JUDD, et al.,

Complainants,

v.

AT&T COMMUNICATIONS OF THE
PACIFIC NORTHWEST, INC.; and
T-NETIX, INC.,

Respondents.

DOCKET NO. UT-042022

DECLARATION OF KENNETH L.
WILSON IN SUPPORT OF
COMPLAINANTS' RESPONSE TO
T-NETIX, INC.'S MOTION FOR
SUMMARY DETERMINATION

I, KENNETH L. WILSON, hereby declare that:

1. I have been retained as an expert by complainants Sandy Judd and Tara Herivel in the above-captioned matter. I am personally familiar with the facts set forth in this declaration. If called to testify about any of these matters, I could and would competently testify thereto.

2. I am a senior consultant and Member of Boulder Telecommunications Consultants, LLC in Boulder, Colorado. My office address is 970 11th Street, Boulder, Colorado 80302.

3. I received a BS in Electrical Engineering from Oklahoma State University in 1972, a MS in Electrical Engineering from the University of Illinois in 1974, and I completed all of the coursework for a Ph.D. in Electrical Engineering at the University of Illinois in 1976.

4. I have worked in the telecommunications industry for 25 years. For fifteen of those years I worked as a Member of the Technical Staff at Bell Labs in New Jersey. My work at Bell Labs included responsibilities for network design and performance evaluation, asset utilization planning, and business case analysis. In 1995 I moved to Denver to work in the AT&T Local Services Division, helping AT&T to enter the local telephony market in the U S WEST (now Qwest) region.

5. Since the spring of 1998, I have worked as a telecommunications consultant and expert. As a consultant and expert I have evaluated disputes between various telecommunications companies. The technical and business issues that I addressed in those cases are similar in nature to those I reviewed in this case.

6. I have spent approximately 20 hours reviewing material in this case, analyzing information, and studying the facts surrounding the issues in question. I am basing the statements made below on my review of the material that was given to me. I have no specific knowledge regarding the facts of this case other than that which I gleaned from the documents I reviewed. I do not possess, nor have I ever possessed any AT&T confidential information relevant to this case. I have not reviewed any confidential information from either T-Netix or AT&T in this matter, as I understand that AT&T is objecting to my services as an expert. Moreover, discovery is still in a very early stage and depositions have yet to commence. Finally, I understand that T-Netix and AT&T have both refused to participate in any further discovery while T-Netix's motion is pending.

7. Based on the discovery provided to date, my analysis reveals the following call flow from a prison inmate to the party they are calling. The inmate picks up a designated phone, from which only collect calls can be made. The inmate dials a 0+ telephone number and a unique inmate identifier and passcode. The telephone is connected to a special call processor and inmate call control platform designed to provide operator services functions. The inmate operator services platform (platform) has software and hardware that control the call and provide services to the inmate and the person the inmate is calling. After the dialed digits have been completed, the platform screens the dialed number against a list of prohibited numbers. If the number dialed is not prohibited, the platform connects the call to either a LEC switch or an IXC switch by launching a call with the same ten digit dialed number, prefixed with 1+ instead of 0+. The platform will ask the inmate to state his or her name. The call is completed to the dialed telephone by one or more LEC and/or IXC switches. The routing to the IXC may be done through the LEC or may be done directly to an IXC switch by the platform, if appropriate trunking has been provided. When the called party answers the telephone, the platform will play a prerecorded message stating that they have a call from the inmate and by playing the inmate's recording. The platform then gives the person an option of accepting the call or rejecting the call by pressing a number on the keypad of their phone. It is at this time that the platform should play a prerecorded rate announcement and give the called party an opportunity to hear a message regarding the rates associated with the call. If the person accepts the call, the call proceeds, as would a normal call. If the

called party rejects the call, the platform disconnects the call. The platform keeps a record of the call, including the date, time, originating phone number, terminating phone number, length of call and distance of call. Each carrier's switch also keeps the same type of billing record of each call.

8. Historically, operator services have provided callers with the ability to access special billing and call handling features that are not available with a regular 1+ dialed call. Newton's Telecom Dictionary defines Operator Services as:

Any of a variety of telephone services which need the assistance of an operator or an automated "operator" (i.e. using interactive voice response technology and speech recognition). Such services include collect calls, third party billed calls and person-to-person calls.¹

This definition is consistent with the definition provided by the WUTC:

Operator Service provider (OSP) — any corporation, company partnership, or person providing a connection to intrastate or interstate long-distance or to local services from locations of call aggregators. The term "operator services" in this rule means any intrastate telecommunications service provided to a call aggregator location that includes as a component any automatic or live assistance to a consumer to arrange for billing or completion, or both, of an intrastate telephone call through a method other than (1) automatic completion with billing to the telephone from which the call originated, or (2) completion through an access code used by the consumer with billing to an account previously established by the consumer with the carrier.²

9. The T-Netix platform appears to be performing all of the functions of the call platform for correctional institutions described in paragraph 7 above. Further, the

¹ Newton's Telecom Dictionary, 18th Edition, Harry Newton, CMP Books, 2002.

² WAC 480-120-021 (1999)

T-Netix platform appears to be providing automated operator services functions that are consistent with the definitions of operator services described in paragraph 8 above. The T-Netix platform performs operator services functions on each call dialed by an inmate. Specifically, the platform provides automatic assistance to a consumer to arrange for billing and completion of an intrastate telephone call, as specified in the WUTC definition of operator services.

10. The T-Netix platform provides part of the transmission path for every telephone call made by an inmate. The T-Netix platform provides connection to intrastate and interstate long-distance providers and to local service providers from all correctional facilities where the T-Netix platforms are located. Calls from inmates in correctional institutions can not be made without going through the T-Netix platform. Calls are not connected, except by the platform.

11. For DOC locations where a T-Netix platform is located, a LEC may “carry” the call—it can provide transport and switching of the calls that are sent to it from the T-Netix platform. The LEC does not appear to provide operator services functionality in locations served by T-Netix platforms. Critically, transport of a call is not associated with operator services functions.

12. T-Netix should have upgraded its platforms to provide rate notification when the regulations required disclosure. T-Netix started upgrading its inmate operator services platforms in more than 1400 locations at correctional facilities across the country starting in 1999 to accept remote programming and to provide precise rate quotes. In February 2002, T-Netix asked the FCC for additional time to complete

upgrades that would allow its platforms to give precise rate quotations when connecting calls from inmates.³

13. T-Netix appears to provide platforms at all DOC locations in Washington where T-Netix provides local service. Furthermore, based on the limited number of documents I have reviewed to date, there is reason to believe that T-Netix is also providing platforms at other DOC locations in Washington. It is difficult to discern exactly where T-Netix had its platforms, as I understand that T-Netix and AT&T are now refusing to provide any discovery while T-Netix's motion is pending. This much is clear, however: All of the T-Netix platforms, no matter where they are located, are performing operator services functions as defined by the WUTC. Additional discovery is required to identify the locations of all T-Netix platforms.

I declare under penalty of perjury and in accordance with the laws of the State of Washington that the foregoing is true and correct.

Signed this 2nd day of May, 2005, at Boulder, Colorado.


Kenneth L. Wilson

³ T-Netix, Inc. Petition for Clarification and Waiver, FCC Docket No. 92-77 with attached Affidavit of Richard E. Cree in Support Of T-Netix Petition for Clarification and Waiver.

Exhibit D

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BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

SANDRA JUDD, et al.,

Complainants,

v.

AT&T COMMUNICATIONS OF THE
PACIFIC NORTHWEST, INC.; and
T-NETIX, INC.,

Respondents.

DOCKET NO. UT-042022

COMPLAINANTS' FIRST DATA
REQUESTS TO AT&T
COMMUNICATIONS OF THE
PACIFIC NORTHWEST, INC.

TO: AT&T COMMUNICATIONS OF THE PACIFIC NORTHWEST, INC.

Pursuant to WAC 480-07-400, Complainants request that AT&T Communications of the Pacific Northwest, Inc., provide responses to the following data requests to the undersigned no later than April 4, 2005.

DEFINITIONS

As used herein, the following terms have the meaning set forth below:

1. The terms "AT&T," "you," and "your" shall include AT&T Corp. and AT&T Communications of the Pacific Northwest, Inc., or any other "AT&T" entity that assumed contractual responsibilities under the contract with the Washington State Department of Corrections (Exhibit 7 to AT&T's Motion for Summary Determination, filed on or about December 15, 2004), or any amendments thereto, along with their

1 Department of Corrections relating to the provision of inmate telephone services in
2 Washington State.

3 4. Please produce all documents that comprise any part of the contracts
4 between AT&T and its subcontractors relating to the provision of inmate telephone
5 services in Washington State.

6 5. Please produce all documents that relate to the negotiation, interpretation,
7 implementation, or performance of the contracts between AT&T and its subcontractors
8 relating to the provision of inmate telephone services in Washington State.

9 6. Please produce copies of any filings with the WUTC, with other state
10 regulatory bodies, or with the FCC, in which you have asserted that you provide operator
11 services for inmate telephone calls (not just "inmate-initiated calls").

12 7. Please produce any orders, waivers, responses, replies, or other documents
13 that directly relate to the filings described in the preceding data request.

14 8. Please produce all documents relating to prison or inmate security issues
15 that are relevant to the provision of operator services for inmate-initiated calls.

16 9. Please produce all documents relating to your alleged status as a local
17 exchange company, to the extent those documents are relevant to any exemption for local
18 exchange companies in WUTC regulations governing inmate-initiated calls.

19 * * * * *

20 10. Please describe in detail and in sequence every step and link in how inmate-
21 initiated calls are routed from the inmate to the called party, including: the local exchange
22 and interexchange lines, switches, call control and billing hardware and software, signaling
23 and switching systems and protocols, and every other facility used to validate, complete,
24 and bill a call.

25 (a) If there are different processes or paths for different types of calls,
26 identify the different types of calls and provide the same detail for
each type of call.

(b) If the processes or paths have changed during the time periods in
which inmate-initiated calls have been placed, please identify the
different processes or paths for each discrete time period.

11. Please produce all relevant documents for the preceding data request.

1 12. For each facility identified in the data request no. 13, identify what entity
2 owns or operates the facility and describe in detail your financial, billing, practice or other
arrangement with the entity.

3 13. Please produce all relevant documents for the preceding data request.

4 14. What entity bills the billed party(ies) for inmate-initiated call(s)?

5 15. What entity determines the rate(s) at which inmate-initiated calls are billed?
6 Are such rates established by price list, tariff, or other schedule or catalogue?

7 16. Please produce all relevant documents for the preceding data request.

8 17. What entity is responsible for collection of bills for inmate-initiated calls?
9 What entity bears the loss if a bill is uncollectible?

10 18. Please produce all relevant documents for the preceding data request.

11 19. What "brand" or brands (name, trade name, trademark, logo, etc.) is/are
used in connection with the advertising, provision, or billing of inmate-initiated calls?

12 20. Describe the process of validating inmate-initiated calls for billing
13 purposes, including how the determination to complete a call is made, what facilities are
used, what entity owns or operates the facilities, what entity establishes the rules or
14 protocols for determining whether to complete a call, and when a call is deemed
completed.

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16 21. Were you contractually responsible for providing operator services for
17 inmate-initiated calls from T-Netix institutions?

18 (a) If so, please identify the relevant contractual language.

19 (b) If not, please identify:

20 (i) which entity(ies) was responsible for this service; and

21 (ii) the contractual language making that entity(ies) responsible
22 for providing operator services for inmate-initiated calls
from T-Netix institutions.

23 22. Were you contractually responsible for providing operator services for
24 inmate-initiated calls from non-T-Netix institutions?

25 (a) If so, please identify the relevant contractual language.

26 (b) If not, please identify: