

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

SUPPLEMENTAL DECLARATION
OF KENNETH L. WILSON RE:
AT&T'S OBJECTION TO EXPERT
DESIGNATION

I, KENNETH L. WILSON, hereby declare that:

1. 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. As an engineer, I am concerned with the technical and business facts of a case. In this case, it will be important to understand exactly how the network was configured for the Department of Corrections (DOC), how calls were processed, and where the operator services functions were performed for calls from each DOC location. The information needed to gain a clear picture will include the location of operator services platforms, the types of calls going in and out of those platforms, exactly what the platforms did and didn't do, the connectivity of the platforms to both

local and long distance switches, and other specific information on the local and long distance networks connecting to the DOC locations.

3. In addition to this network information, a clear picture must be gained regarding the business relationships between the parties, such as who had overall performance responsibility, who actually managed the operator services platforms in each location, and other questions of a similar nature.

4. I understand that AT&T is claiming it should be relieved from the case under the LEC regulatory exemption. While this is largely a legal question, there are factual elements including whether or not AT&T was offering local service in Washington at that time, what the nature of those services entailed, and whether or not any of those services were used in providing services under the DOC contract.

5. The posing of these questions does not involve any special knowledge and could have been made by any competent engineer who has worked for any major telecommunications company and has kept up with the industry through publicly available literature and the press.

6. In the past, I did have access to AT&T confidential information on its Washington operations. Specifically, in the complaint that AT&T filed with the WUTC for access service quality five years ago, I had at the time data on provisioning intervals for special access trunks in Washington. The data that I had at that time was in the form of lists of trunks with dates that they were ordered and dates they were provisioned. There were many hundreds of trunk groups and to the best of my

recollection no information was included in the data I received regarding the customer locations where the trunks were connected. If there was, I do not remember it, much less whether there were trunk groups to DOC locations in the list. If that data had been included, it might be interesting in this case. However, to be of use in this case I would need to remember exact trunk locations and trunk volumes for trunking to dozens of DOC locations on a list from five years ago. The data from the case was destroyed long ago, so I do not have any confidential information from the case in my possession. Furthermore, information on provisioning intervals is not at issue in this case. The fact that AT&T has special access circuits is no secret in the industry. Even if I had such information five years ago, which I didn't, I would not rely on my memory from that time. I would request the information in discovery specifically for this case, which is exactly what we intend to do. When I receive such information I would keep it confidential, as I do in all cases. I stand in no different position than any other engineering expert would regarding this type of information, as I have no knowledge, and never did, as to the customer locations where AT&T has trunking or did have in the past.

7. I also participated in an arbitration cost case, representing AT&T in Washington in 1998. I was the technical witness and there were cost witnesses who provided detailed cost analysis. I remember very little about this case. The documentation for the case was returned or destroyed over five years ago, and it is doubtful that any AT&T confidential information was involved. I do not recall any situation during the hearing when the judge asked for those who had not signed the

confidential agreement to leave the room or drop off the conference call as it may have been a teleconference hearing. I have very little recollection of the case and certainly do not remember any detailed information from seven years ago.

8. I was involved in the negotiations for AT&T's interconnection agreements with Qwest in Washington during 1996 and 1997. I was the lead technical and business negotiator for AT&T at that time. During that time period, AT&T was collaborating with MCI in the negotiations to get the same, or similar, contract terms with Qwest. We worked with MCI negotiators to craft language that worked for both companies. AT&T had no problems having us work with its fierce competitor MCI to help get good contract terms from Qwest. While we did not share business plans with MCI, we did share technical information of a general nature on interconnection plans in the state. If I could be trusted at that time to not divulge AT&T confidential information to MCI or Qwest, when the information was in my hands and current, I see no reason to believe there is any risk in my divulging very old information that I do not remember, or any new information given to me for this case.

9. The other case before the WUTC where I represented AT&T was in the Qwest 271 case or SGAT case. There was a minimal amount of AT&T confidential information in that case and I do not remember even what confidential information, if any, was included in the testimony I filed. There was certainly no information pertinent to the DOC contract.

10. AT&T states that I worked in "leadership positions" while employed by AT&T. AT&T Reply, ¶ 8. While I am flattered, I was in fact in middle management

with four layers of managers above me in the Western Region. I worked on the region as a whole and had no specific information regarding interconnection plans or implementation in Washington. Implementation of local interconnection with Qwest, routing to Qwest switches, numbers of circuits and connectivity to end users was managed by a different organization within AT&T. My job was to get the appropriate contract terms that would allow efficient interconnection in each state in the Qwest region.

11. As a consultant and expert witness for AT&T, I was intentionally excluded from access to most confidential information, as any information given to an expert in a case must be disgorged on request by the opposing party. What little confidential information I was given has since been destroyed or returned. I was not given business plans, settlement agreements or any other highly confidential information while I worked as a witness for AT&T. For example, during my participation in the Colorado 271/SGAT case on behalf of AT&T, AT&T revealed that they had entered into an unfiled agreement with Qwest regarding reciprocal compensation. The existence of this agreement had not been made known to me. The agreement was not provided to the CPUC at that time, nor was it provided to me. I was told that I could not be shown the agreement since I was not an employee of AT&T. I later received a copy of the document when Qwest produced it. Qwest then made the terms of the agreement available to others on its web site, so it became public information.

12. To the extent I acquired any information on AT&T's network structure and interconnections in any of my previous work, and to the extent I could even remember that information, it is now out-of-date by at least five to ten years. I do not understand how any of this information, assuming it had any relevance to this proceeding, could have value in the hands of a competitor. Furthermore, Qwest trusted me with their highly confidential information when I was working as a consultant for their bitter rival, AT&T.

13. In any event, I never had detailed information of a nature that would be relevant in this case. Such information would include the connectivity (if it exists or existed) to DOC locations; AT&T's local infrastructure, if any, in Washington; whether or not TCG (which was purchased by AT&T) had any operations in Washington; and whether AT&T as a CLEC participated in or provided any facilities for the DOC contract. I have no specific confidential knowledge on any of these issues that would lead me to unique conclusions. What confidential information I possessed as an AT&T employee is more than 8 years old, and what I remember from my employment at AT&T is general in nature and can be looked up in a dozen different textbooks (some published by AT&T).

14. AT&T points out that I gained access to confidential information from Qwest in the 271 proceeding before the WUTC. Qwest is no longer a defendant in this case. I no longer possess any confidential information from Qwest and what little I can remember is very general and not of any use in this case. The vast majority of information in the 271 proceeding was made public. Hearings and workshops that

were under oath were not closed sessions and the use of confidential information was extremely limited.

15. At one time, information regarding Qwest switch locations was confidential. That is no longer the case, as this information is readily accessible in the LERG database. During the ELI case I was very familiar with Qwest switch locations in Washington. I no longer remember the locations, though it is common knowledge that Qwest has local switches in every town of any size and multiple switches in large cities within their service area. I do not anticipate that the location of Qwest switches in Washington will be an issue in this case. If it becomes an issue, we would need to get the locations in discovery.

16. I do not remember at any time having Qwest information regarding connectivity to DOC locations or any other information regarding the DOC contract. AT&T states in documents prepared for this case that there is connectivity to Qwest switches from DOC locations in Qwest's territory, as one would assume. The actual nature of that connectivity may or may not be relevant to this case. If so, we would need to get it through discovery from either AT&T or Qwest.

17. I have reviewed "AT&T's Reply in Support of its Objection to Complainants' Expert Designation." In that filing, AT&T states that "Mr. Wilson cannot provide an expert opinion without violating" contractual non-disclosure obligations. AT&T Reply at ¶ 1. I do not agree.

18. I have already provided an opinion in a declaration dated May 2, 2005, which is responsive to T-Netix's Motion for Summary Determination. AT&T states

that my analysis of the "call flow" from an inmate to the recipient of an inmate-initiated call demonstrates that my analysis "involves information regarding AT&T's and other companies' network structure and interconnections." AT&T Reply, ¶ 5. AT&T implies that this analysis is somehow beyond the scope of evaluating phone calls from prisons. It is, in fact, exactly the type of analysis that needs to be done in this case to determine the facts.

19. Nothing in the May 2 declaration is confidential or based on confidential information. My analysis in paragraph 7 was gleaned from the non-confidential affidavit of Francis Gutierrez (provided by AT&T), AT&T's non-confidential response to Data Request No. 10, T-Netix's non-confidential response to Data Request No. 7, and my very general knowledge of telecommunications. This analysis required no special knowledge of AT&T's network. I could have written the same declaration had I been an engineer with MCI, Sprint, SBC or any other telecommunications company.

20. If my analysis had been based on confidential information produced by AT&T or T-Netix in this proceeding (it was not), it would not leave the confines of this litigation. I have agreed to be bound by the terms of the Protective Order, just as I have in many other proceedings.

21. As AT&T has observed, Complainants have propounded data requests seeking information from AT&T regarding the call flow for inmate-initiated calls. If I knew this information, Complainants would not have to request it. I do not possess any specific knowledge of the DOC network, much less confidential information regarding that network.

22. AT&T states that Complainants seek information that goes well beyond “phone calls from prisons” and implicates broad but unspecified information concerning AT&T’s network structure. AT&T Reply, ¶ 7. This case does, in fact, focus on phone calls from prisons and who was responsible for the apparent failure to provide rate disclosure when such calls were made. Ownership of facilities, operational responsibilities and other general issues play a role in this. If AT&T wishes to designate such information as confidential, that is their prerogative, and I would be bound not to disclose that information outside this litigation. But I have no specific knowledge regarding the DOC contract, how it was negotiated, how it was implemented, or how it was managed. I do have general information on how large contracts should be managed, and how end-to-end performance should be measured and managed by the overall contractor. None of this is confidential. AT&T has not identified any specific confidential information in my possession, apart from vague references to “network infrastructure” and “interconnections.”

23. T-Netix expressed some concerns in the hearing on May 10th regarding my ability to keep information from AT&T and T-Netix separate, or to be able to determine where one company’s responsibility ends and another’s begins. As an expert, I collect the facts and review them dispassionately. In the telecommunications industry there are always multiple parties involved. If I render opinions that confuse the roles of AT&T and T-Netix, that will become obvious through the course of the case. I do not see any issue with evaluating the separate and combined roles of the

two defendants in this case. To suggest that the Complainants need one expert to review AT&T's role in the case and another to review the T-Netix role is unreasonable.

24. AT&T has never objected before to my participation in a case, even when it was on behalf of a competitor and even when I was working for AT&T as an expert and receiving confidential information at the same time.

25. For example, I served as an expert in the Electric Lightwave Inc. (ELI) matter before a formal arbitration panel in 1998 and 1999. This was an antitrust case brought by ELI against Qwest (then US WEST). I had access to Qwest material, much of it confidential. I filed several documents in the case and participated for one month in the formal arbitration hearing where the antitrust issues were decided. AT&T knew I was participating in this case, and they knew ELI was a competitor to AT&T Local Services in the states of Washington, Oregon and Utah. I worked for AT&T before this case began and after the case was over. Neither AT&T nor Qwest objected to my participation in several cases simultaneously.

26. I have also worked as an expert for Contact Communications on several occasions. Contact is a competitor of AT&T in Wyoming and I have helped Contact with the same types of issues that I helped AT&T fight, in the same state. AT&T has never objected to my participation in cases representing Contact. One of my engagements for Contact occurred simultaneously with cases for which AT&T had hired me as a consultant, on similar issues.

27. I have participated in numerous cases against Qwest/US WEST and have had access to large quantities of Qwest information that differed from case to

case. Qwest has never objected to any potential misuse of information, even when I could easily have used confidential information from one case in another case. For example, the confidential information I was shown in the ELI case could have been very damaging to Qwest in their 271 case. I had no problem segregating what was learned in one case from what was learned in another case.

28. There are situations where I would agree that an expert should not act as a witness against a former employer. If I had been the negotiator for the DOC contract, or if I had helped implement or manage the DOC contract, I would agree with AT&T that I would not be an appropriate expert witness for the Complainants in this case (although I might be a fact witness). If I had been involved in the DOC contract, perhaps I would know of a secret subcontract with T-Netix, or specific trunking that AT&T put in for operator services, or some other confidential information that AT&T does not want to disclose. Before attorneys for the Complainants contacted me, I did not know of the existence of the DOC contract or that AT&T was involved in any way with providing service to the DOC.

29. I have never in my career been accused of misusing confidential information. My reputation as an expert is based on my integrity. I feel very confident in saying that in the course of this case I will maintain my integrity and I will not violate any confidentiality agreements that bind me from the past or that will bind me in this case.

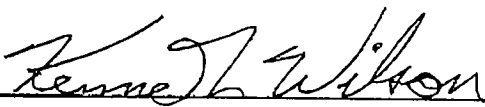
30. I repeat that I have never had AT&T confidential information that bears on this case. I am very comfortable in saying this and very confident that AT&T

cannot produce any creditable example of information that I may use or divulge in this case. I approach this case as would any engineer who had worked in the industry for 25 years. If I cannot act as an expert in this case, then no engineer who worked for AT&T could. And if I cannot work as an expert in this case, based on AT&T's vague allegations of "misuse" of confidential information, there is no reason why AT&T could not object to my participation in virtually any other case involving network or connectivity issues in Washington or across the country.

31. In summary, I would like to state that I am unaware of any confidential information that I had in the past, or that I might remember from past employment with AT&T that I might possibly, accidentally disclose in this case. During my 25-year career in telecommunications, I have acquired a great deal of general information about the industry that is not confidential. AT&T should not be allowed to exclude me from this case because of the general, non-confidential knowledge that I possess about AT&T and about the telecommunications industry as a whole.

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 11th day of May, 2005, at Boulder, Colorado.


Kenneth L. Wilson