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BEFORE THE WASHINGTON STATE
UTILITIES AND TRANSPORTATION COMMISSION

WASHINGTON UTILITIES AND TRANSPORTATION
COMMISSION,

Complainant,

vs.

ADVANCED TELECOM GROUP, INC.; et al.,

Respondents.

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) Docket No.
) UT-033011
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DEPOSITION OF THOMAS L. WILSON, VOLUME 2
July 22, 2004
Olympia, Washington

1 Commission to hear testimony about this, and understand
2 that we think that when we look at it in its context
3 sometimes one-time settlement agreements may very well
4 actually have been part of an ongoing obligation.

5 Q And I believe you testified yesterday --

6 A Because it affects the bottom line economically and
7 functionally.

8 Q So is it your view -- and I don't think you were asked
9 this question yesterday, but is it your view that any
10 agreement, or for that matter any letter between an ILEC
11 and a CLEC that affects the CLEC's bottom line with
12 respect to anything relating to a 251(b) or (c) services,
13 has to be filed as an interconnection agreement under
14 252?

15 A Yes, I certainly think that that's the intent that
16 Congress had when it broke 252 off.

17 Q Where do you get that out of 252 or any other authority,
18 sir?

19 A You just described the creation of an ongoing obligation
20 pertaining to an interconnection agreement, and the FCC
21 has said that that's an interconnection agreement.

22 Q Where -- you are getting this out of Exhibit E the
23 October 2002 --

24 A Yes, the same definition I used in my testimony and have
25 responded to data requests saying so, yeah.

1 A Yes, I think so. I mean, the preamble of the Act is to
2 promote competition.

3 Q And the way in which that market is supposed to function
4 is designed again within a world that previously had been
5 regulated to try to mimic a free market type environment,
6 recognizing of course that you have a historical
7 incumbent, for example, that owns all the poles and wires
8 and so it would be -- it might not be reasonable to
9 expect that competitors can come about by building all
10 new poles and wires on their own.

11 But the ultimate goal is to try to create an
12 environment that mimics as best you can under the
13 circumstances a free market environment, right?

14 A Yes, to realize those benefits to society of effective
15 competition.

16 Q And so the idea is that at some point in this evolution,
17 supply and demand considerations will affect a different
18 party's ability to negotiate terms and conditions for
19 interconnection?

20 A Right. We will have a triennial review order and away we
21 go again.

22 Q And that within the 31 flavors of CLECs, there are going
23 to be some that have greater bargaining power than
24 others, vis-a-vis, the ILEC, right?

25 A Yes, as modified by Section 252(i), the opt in

1 decisions that I looked at, where perhaps the company,
2 Qwest, was recognizing that it was facing some extremely
3 potent competitors who were barracudas in size, and chose
4 to bestow favors on some minnows to even up the playing
5 field between -- to disadvantage that more potent
6 competitor to perhaps take market share away from them.

7 Market share is the name of the game in this
8 business, as I look at it. That's how you win is with
9 market share. And the effect of advantaging, as I said,
10 not a large CLEC but on the high end of medium could be
11 to somehow attempt to structure the market so that that
12 really potent competitor was less powerful or effective
13 in the market share game.

14 Q Do you have a particular shark in mind that you think
15 Qwest was endeavoring to disadvantage?

16 A In my analogy, Qwest is the great white shark. The
17 barracudas might be an AT&T, an SBC, a much larger entity
18 with a greater set of resources than Eschelon might
19 possess. By helping Eschelon gain market share, that by
20 definition means AT&T is not getting it. Hence, AT&T is
21 a less frightening competitor to the great white shark.

22 Q Do you have concrete evidence that this is true or is
23 this a surmise on your part?

24 A I think that the evidence in the agreements is
25 circumstantial and would support that theory because we