

**BEFORE THE WASHINGTON UTILITIES  
AND TRANSPORTATION COMMISSION**

**AT&T COMMUNICATIONS OF THE )  
PACIFIC NORTHWEST, INC., ) Docket No. UT-003120  
)  
Complainant, )  
v. )  
)  
QWEST CORPORATION, )  
)  
Respondent. )  
)**

**DIRECT TESTIMONY OF  
TIMOTHY D. BOYKIN  
ON BEHALF OF  
AT&T COMMUNICATIONS  
OF THE PACIFIC NORTHWEST, INC.**

**MARCH 19, 2001**

1 **Q. PLEASE STATE YOUR NAME.**

2 A. Timothy D. Boykin.

3 **Q. WHAT IS YOUR BUSINESS ADDRESS?**

4 A. 1875 Lawrence Street, Denver, CO 80202.

5 **Q. WHAT IS YOUR POSITION?**

6 A. I am employed as district manager in the Local Services Access Management  
7 Department of AT&T.

8 **Q. WHAT IS YOUR BACKGROUND?**

9 A. I have over 20 years of combined work experience in telecommunications with  
10 Pacific Telephone and AT&T, which included working with both private and  
11 public switched networks in the areas of provisioning, maintenance and  
12 engineering. During this time I completed several technical education programs  
13 in electronics and telecommunications.

14 **Q. WHAT DOES YOUR POSITION ENTAIL?**

15 A. I am responsible for supplier management and business level negotiations on  
16 behalf of AT&T Local Services which includes the fourteen states in the Qwest  
17 Local Services territory. As part of my duties, I work with Qwest to negotiate  
18 business issues including building access issues.

1 **Q. WERE YOU INVOLVED WITH ATTEMPTING TO ADDRESS MPOE**  
2 **TERMINAL/NID ACCESS ISSUES WITH QWEST, AND IF SO, IN**  
3 **WHAT CAPACITY?**

4 A. Yes, I was involved in attempting to negotiate the issue with Qwest. I was the  
5 primary business negotiator.

6 **Q. DO YOU KNOW THE HISTORY BEHIND THE NEGOTIATIONS?**

7 A. Yes, I was directly involved in the process. AT&T has been attempting to  
8 provide local telephone service to various customers in numerous markets  
9 primarily through its own network since approximately May 1999. When I was  
10 approached internally about our business plan for serving customers in Multiple  
11 Tenant Environments or MTEs, I forwarded an e-mail to Mark Miller, Wholesale  
12 Markets Manager of Qwest Corporation. In this e-mail, I indicated AT&T's  
13 desire to connect from the end of AT&T's network to the internal customer  
14 premises wiring in these MTEs. *See Exhibit TDB-2C: draft of e-mail sent to*  
15 *Mark Miller.*

16 **Q. DID YOU EVER HEAR BACK FROM MR. MILLER?**

17 A. No, not directly to the e-mail.

18 **Q. WHAT HAPPENED AFTER YOU SENT THE E-MAIL?**

19 A. To the best of my knowledge, AT&T began its suggested protocol of connecting  
20 from the end of its network to the internal customer premises wiring in order to  
21 serve customers in MTEs.

1 **Q. WHEN IS THE NEXT TIME YOU HEARD ABOUT THIS ISSUE?**

2 A. In April of 2000, I received an inquiry from an AT&T Broadband technician  
3 expressing concerns about Qwest blocking AT&T's access to internal customer  
4 premises wiring.

5 In late May 2000, I was informed that AT&T technicians in the field in  
6 Bellingham, Washington were being barred from entering Qwest MPOE  
7 Terminals/NIDs, and in June 2000, the local AT&T Broadband Manager, Sean  
8 Bristol, requested from me Qwest's policy regarding MDU access to writing. In  
9 mid-July 2000, Qwest began placing padlocks on the MPOE Terminals/NIDs in  
10 order to block AT&T's access to the terminals.

11 **Q. WHAT DID YOU DO IN RESPONSE TO QWEST PADLOCKING THE**  
12 **TERMINALS?**

13 A. I worked with Mitchell Menezes, Commercial Counsel to AT&T, to draft a letter  
14 to Qwest's Counsel demanding that the locks be removed. *See* Exhibit TDB-3,  
15 July 24, 2000 letter from Mitchell Menezes, Esq., AT&T to Laura Ford, Esq.,  
16 Qwest.

17 **Q. DID QWEST RESPOND TO THIS LETTER?**

18 A. Yes, the Qwest attorney, Laura Ford, indicated that she was investigating the  
19 request. *See* Exhibit TDB-4: undated faxed letter from Laura Ford, Esq., Qwest  
20 to Mitchell Menezes, Esq., AT&T. After two weeks of not hearing anything of  
21 substance, we were forced to respond with another letter again demanding access

1 to internal customer premises wiring. *See* Exhibit TDB-5: August 9, 2000 letter  
2 from Mitchell Menezes, Esq., AT&T to Laura Ford, Esq., Qwest.

3 **Q. WERE YOU AWARE OF QWEST'S POSITION REGARDING BUILDING**  
4 **ACCESS WHEN AT&T WROTE THE AUGUST LETTER?**

5 A. Yes. I was aware of a meeting between various AT&T Broadband and Qwest  
6 employees in which Qwest indicated, for some unarticulated reason, that AT&T  
7 would not obtain access to the internal customer premises wiring if Qwest owned  
8 that wiring. *See* Exhibit TDB-6, August 7, 2000 letter memorializing a meeting  
9 between Michael McCarty of AT&T Broadband and Jeff Wilson and Gary Lynch  
10 of Qwest.

11 **Q. DID QWEST RESPOND TO MR. MENEZES' AUGUST 9, 2000 LETTER?**

12 A. Qwest responded that because AT&T Broadband had not "been following the  
13 appropriate processes nor placing the appropriate orders, and has been entering  
14 Qwest's terminals, taking the jumpers off and switching them to AT&T facilities  
15 without notice or authorization," Qwest padlocked its "terminals." *See* Exhibit  
16 TDB-7: August 9, 2000 letter from Laura Ford, Esq., Qwest to Mitchell Menezes,  
17 Esq., AT&T. Qwest suggested that a meeting between Mark Miller, a member of  
18 the Qwest wholesale account team, and myself take place. *Id.*

19 **Q. DID THAT MEETING TAKE PLACE?**

20 A. We set up a conference call with Qwest on August 21, 2000. To the best of my  
21 recollection, present were Sarah Kilgore, Teresa Bahner, Bill Randman, and

1 myself from AT&T and Mark Miller, Ben Campbell, and Diana Tsypin from  
2 Qwest.

3 **Q. WHAT WAS DISCUSSED AT THAT MEETING?**

4 A. Qwest indicated that because AT&T was attempting to access a subloop element,  
5 AT&T would need to look at Qwest's "subloop product" in its Statement of  
6 Generally Available Terms ("SGAT"). This SGAT required, in order to access the  
7 internal customer premises wiring, a plethora of undefined fees, construction of a  
8 Field Connection Point or FCP (essentially a duplicative box) before access  
9 would be granted, and lengthy provisioning intervals, among other things. Qwest  
10 further indicated that before it would agree to allow access, AT&T would have to  
11 incorporate terms into an interconnection agreement between Qwest and AT&T.  
12 It was my impression that Qwest believed, however, that all of these requirements  
13 were negotiable and that AT&T should forward their proposal for interconnection  
14 language. AT&T asserted that an amendment to an interconnection agreement  
15 was unnecessary and should not delay AT&T's access to MTE customers, but  
16 agreed to send proposed language.

17 **Q. DID AT&T FORWARD INTERCONNECTION LANGUAGE?**

18 A. Yes. On August 22, 2000, the day after the above stated meeting, AT&T  
19 forwarded its proposed interconnection language, *see* Exhibit TDB-8, expressing  
20 its position on MPOE Terminal/NID access. From what AT&T attorneys tell me,  
21 such position is consistent with relevant FCC mandate.

1 **Q. DID QWEST EVEN RESPOND TO AT&T'S PROPOSED**  
2 **INTERCONNECTION LANGUAGE?**

3 A. Not really. Instead of responding to AT&T's language, on August 28, 2001,  
4 Qwest forwarded a letter containing language and terms that were much more  
5 onerous than what was discussed in the August 21, 2000 meeting. *See* Exhibit  
6 TDB-9: August 28, 2000 letter from Laura Ford, Esq. to Dominick Sekich, Esq.  
7 with attachments. Qwest indicated that although it presumed AT&T would have  
8 concerns with the proposed language, "as with other carriers, if we have the  
9 opportunity for our engineers to discuss the matter, we may be able to get beyond  
10 any differences." I do not know, however, of any other carrier utilizing Qwest's  
11 proposal for an FCP, *see Id.* at 7.a. and 9.a.; nor paying a feasibility fee, *Id.* at  
12 9.b., quote preparation fee, *Id.* at 9.c., construction fee, *Id.* at 9.d., or waiting up to  
13 one hundred and fifty days for provisioning. *Id.* at 11.

14 **Q. WHEN IS THE NEXT TIME YOU HEARD FROM QWEST?**

15 A. While AT&T was contemplating what do next, my associate, Terry Bahner,  
16 received a letter from Mark Miller of Qwest indicating that the NID padlocks had  
17 been removed in Bellingham. *See* Exhibit TDB-10: letter dated September 13,  
18 2000 from Mark Miller, Qwest to Terry Bahner, AT&T. One day later, on  
19 September 14, 2000, we learned that Qwest had disconnected all twenty of the  
20 conduits connecting the AT&T cross-connect with the Qwest MPOE  
21 Terminal/NID at 1213 Whatcom Street, Bellingham, Washington.

1 **Q. DID YOU HAVE CONVERSATIONS WITH MARK MILLER AROUND**  
2 **THIS TIME?**

3 A. Yes, and my conversations led me to believe that AT&T could gain immediate  
4 access to the MPOE Terminal/NID while the rates and processes for same would  
5 be negotiated going forward. Mark mentioned the use of a FCP, but I was not  
6 familiar with the product at the time, and reserved any commitment until I could  
7 research the terms.

8 **Q. DID YOU CONTINUE TO ATTEMPT TO NEGOTIATE WITH QWEST?**

9 A. Yes, on September 25, 2000, we set up a conference call with Qwest. Larry  
10 Thurmond, Teresa Bahner, Sarah Kilgore, Sean Anderson, Rick Pentgil, Bart  
11 Sistek, and myself from AT&T and Ben Campbell, Mark Miller, Christina  
12 Valdez, Laura Ford, Tony Gallagher, Steve Beck, David Kraschburg, Bill  
13 Campbell, Brent Musler, Don Link, and Jeff Wilson from Qwest attended.  
14 Contrary to what Mark Miller had represented, Qwest proposed a 120-day  
15 provisioning process for the installation of FCP at each place where AT&T  
16 required access to internal customer premises wire, along with requiring  
17 miscellaneous fees for time, materials, and space preparation. Even after  
18 discussing this for months, Qwest could not provide any costs for the actual FCP  
19 at this meeting. Qwest also demanded a dual truck roll, where Qwest would come  
20 out and pull the internal customer premises wire to the FCP, every time that a  
21 customer wanted to switch to AT&T for its local telephone service. This truck  
22 roll would cost \$59.00 per trip.



1           Furthermore, Qwest demanded a monthly recurring cost of \$12.67 per subscriber  
2           line and required a forecast of customers before we could start the process to  
3           install the FCP. We indicated that these processes and procedures were acting to  
4           bar AT&T from competition in the Washington marketplace. *See, e.g.,* Exhibit  
5           TDB-11: September 29, 2000 letter from Greg Terry to Beth Halvorson.

6           In the September 25 meeting, certain Qwest employees actually agreed that a far  
7           less burdensome method for accessing internal customer premises wiring rather  
8           than the FCP was appropriate. Accordingly, we agreed to keep the negotiations  
9           open and Mark Miller agreed to advocate our position internally to Qwest on the  
10          technical feasibility of direct connecting.

11       **Q.    DID QWEST DISTINGUISH “OPTION 1” PROPERTIES AND “OPTION**  
12       **3” PROPERTIES AT THIS MEETING?**

13       A.    Yes, relying on its tariffs, Qwest indicated that an Option 1 property was where  
14       the building owner owned the internal customer premises wiring. An Option 3  
15       property was where Qwest owned and controlled the internal customer premises  
16       wiring. Qwest admitted in this meeting that from a technical perspective, there  
17       was no difference between Option 1 internal customer premises wiring and  
18       Option 3 internal customer premises wiring. Qwest further indicated that it  
19       proposed the FCP process was solely intended to keep track of which carrier was  
20       providing service to the end-user customer.

21

1 **Q. WHAT DID QWEST PERSONNEL SAY WHEN YOU PROTESTED THE**  
2 **FCP PROCESS, PROVISIONING INTERVALS AND COST?**

3 A. Qwest personnel indicated to Sarah Kilgore and me that, to eliminate the Option 3  
4 condition, either the building owner or AT&T could “buy” the internal customer  
5 premises wiring from Qwest. In the alternative, AT&T could contact Qwest  
6 telling it where AT&T wished to access the internal customer premises wiring,  
7 and Qwest would contact the building owner “in an attempt to negotiate the sale  
8 of the wiring.”

9 **Q. WHEN IS THE NEXT TIME YOU HEARD FROM QWEST?**

10 A. On October 6, 2000, Greg Terry received a letter from Beth Halvorson of Qwest  
11 confirming that Qwest had been locking its MPOE Terminals/NIDs. *See* Exhibit  
12 TDB-12: October 6, 2000 letter from Beth Halvorson, Qwest to Greg Terry,  
13 AT&T. Ms. Halvorson cited a situation in Utah as the reason for locking the  
14 NIDs. (Until that time and to the present, Qwest has never complained to anyone  
15 about a situation in Utah to my knowledge.) Ms. Halvorson also cited that other  
16 co-providers were using the FCP. My colleagues who are participating in the 271  
17 process and I know of no other CLEC utilizing this process. In fact, it appears  
18 that the CLEC community is uniformly opposed to the FCP process.  
19 Furthermore, Ms. Halvorson that Qwest would propose a “new process” for  
20 Qwest to be notified when AT&T wishes to access internal customer premises  
21 wiring. *Id.*

1 **Q. DID YOU RECEIVE ANYTHING ELSE ON OCTOBER 6 FROM QWEST**  
2 **REGARDING MDUS?**

3 A. Yes, Qwest also sent AT&T a proposal for discussion purposes. It required that  
4 AT&T construct a “common box” (another way to describe the FCP) to which  
5 Qwest would run the internal customer premises wiring to, and AT&T would  
6 cross-connect from. It also required AT&T to contact the building owner to seek  
7 permission to add the common box and to see if the building owner would pay the  
8 construction costs for the box. If the building owner refused to pay, Qwest would  
9 require AT&T to exclusively pay for the construction costs. Qwest further  
10 required AT&T to pay Qwest for the time it would take Qwest to move its  
11 network wire, with payment to be made in full before work would begin.

12 **Q. WHEN WAS YOUR NEXT MEETING WITH QWEST?**

13 A. On October 9, 2000, Teresa Bahner, Sean Anderson, Larry Thurmond, and I from  
14 AT&T met with Bill Campbell, Ben Campbell, Scott Schipper, Mark Miller,  
15 Christina Valdez, and Jeff Wilson from Qwest. In this meeting Qwest continued  
16 to advocate the FCP and added the requirement that AT&T “provide  
17 maintenance” on the Qwest owned inside wiring that AT&T ran to its customers.  
18 Even though AT&T was also required to pay for the FCP box itself, Qwest also  
19 required that AT&T pay an \$800 minimum “grooming charge” per box.

20 Even though the Qwest proposal was getting worse rather than better, AT&T  
21 continued to work to keep the negotiations open. Because the written proposals

1 from Qwest were far worse than what was communicated verbally, we requested  
2 that the October 9 discussions be formalized, and that Qwest prepare a document  
3 that AT&T could use to take back to our Broadband unit for review. The  
4 document we received on October 16, 2000 was disconcerting. *See* Exhibit TDB-  
5 13C: MDU Draft Language forwarded by Mark Miller of Qwest. This document  
6 contained additional terms that were not discussed by Qwest at the October 9  
7 meeting including an applications/site survey fee per unit, construction fee (even  
8 if AT&T builds the FCP itself), and a building cable charge. Qwest did not detail  
9 the charges for such “services.”

10 **Q. WHAT HAPPENED NEXT?**

11 A. At that point, we had already discussed with Qwest the need to possibly file a  
12 Complaint with the Washington Utilities and Transportation Commission and had  
13 held off based on Qwest’s assurances that they would work out a solution that  
14 would fit our needs. I worked with Greg Terry to formulate a letter to Qwest  
15 again demanding access to the internal customer premises wiring. We indicated  
16 our patience was wearing thin, we had customers waiting for service, and the  
17 current proposal from Qwest was costly, inefficient and technically unnecessary.  
18 *See* Exhibit TDB-14: October 27, 2000 letter from Gregory P. Terry to Beth  
19 Halvorson.

20

1 **Q. DID QWEST RESPOND?**

2 A. Yes. On November 1, 2000, Beth Halvorson at Qwest responded indicating that  
3 Qwest would take legal action against AT&T for its attempts to access the  
4 internal customer premises wiring. *See* Exhibit TDB-15: November 1, 2000 letter  
5 from Beth Halvorson to Gregory P. Terry. Furthermore, the letter indicated that  
6 Qwest was willing to build “NIDs” which AT&T rejected. Ms. Halvorson  
7 decreased the “grooming cost” from \$800 to \$450, but otherwise did not change  
8 the access protocol. *Id.* Finally, Ms. Halvorson again suggested that if AT&T  
9 wanted to access internal wiring, we should approach the building owner to have  
10 them buy it. *Id.*

11 **Q. WHAT DID YOU BELIEVE AT&T WAS FACED WITH AT THAT**  
12 **TIME?**

13 A. With customers waiting for competitive local service and after months of  
14 “negotiation,” and Qwest procrastination, Qwest was still mandating the  
15 prohibitively costly and technically unnecessary protocol, which our attorneys had  
16 indicated was inconsistent with our legal rights of access. Furthermore, even  
17 though we had been negotiating for months, Qwest had not even come close to  
18 articulating more detailed points of its access requirements and seemed to relish in  
19 the delay this was causing us in providing service to MTE customers. As we had  
20 negotiated in good faith for months only to have Qwest come back with more and  
21 more egregious terms, we had no recourse but to turn this over to our attorneys to  
22 file a complaint with the Washington Utilities and Transportation Commission.

1 **Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY AT THIS TIME?**

2 **A. Yes.**